



# TOWN OF TYNGSBOROUGH

Office of the Board of Selectmen

Town Offices | 25 Bryants Lane

Tyngsborough, MA 01879

Tel: (978) 649-2300 Ext. 100 | Fax: (978) 649-2320

01

## Board of Selectmen Meeting Notice

**Monday, January 25, 2016 at 6:00 P.M.**

Community Room, Town Offices, 25 Bryants Lane

The listing of matters are those reasonable anticipated by the Chairman which may be discussed at the meeting. Not all items listed may in fact be discussed, and other items not listed may also be brought up for discussion to the extent permitted by law.

**1. 6:00 PM Open Meeting/Pledge of Allegiance/Board Introduction/Read Agenda**

**2. Meeting Minutes**

- A. Regular Session Meeting Minutes for Review/Approval
  - i. Monday, January 11, 2016
- B. Executive Session Meeting Minutes for Review/Approval/Not for Release
  - i. Monday, December 14, 2015
  - ii. Monday, January 11, 2016

**3. New Business**

- A. Appointment: Information Technology Director
- B. Request for Comments – Planning Board
  - i. 40 & 44 Cummings Road (Applicant: Freedom Alley Shooting Sports)
- C. Approve: Federal Mileage Rate
- D. Warrant for Presidential Primary – signatures needed
- E. Annual Town Meeting Schedule

**4. 6:30PM TRI-BOARD MEETING: Senator Donoghue & Representative Garry**

**5. 7:00PM Public Hearing:** 40R Presentation for project at Frost & Lakeview – Applicant is Christopher Cox and represented by Attorney Peter Nicosia

**6. Old Business**

- A. Endorsement of Agreements
  - i. Net Metering PPA agreement
  - ii. Payment in Lieu of Taxes (PILOT) for Solar project

**7. Citizen/Business Time**

Citizens or business owners may contact the Office of the Selectmen to request to address the Selectmen during citizen/business time. Citizens or business owners who have not contacted the Office of the Selectmen in advance may address the Board of Selectmen on matters of interest to the public for not more than five (5) minutes.

**8. Correspondence**





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### 9. Review of Weekly Warrants

#### 10. Town Administrator's Report

- Response to Selectmen's Requests
- Budget
- Departmental Information
- Contracting/Procurement
- Other

#### 11. Selectmen's Reports

#### 12. Executive Session

- A. Exemption Three: To discuss strategy with respect to bargaining or litigation because an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares. NEPBA, Local 8a

#### 13. Adjournment

### Future Meetings

**Monday, February 8, 2016 at Tyngsborough Town Offices, 25 Bryants Lane**

**Monday, February 22, 2016 at Tyngsborough Town Offices, 25 Bryants Lane**



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Board of Selectmen Meeting Minutes

**DRAFT**

Monday, January 11, 2016 at 6:00 P.M.

Community Room, Town Offices, 25 Bryants Lane

Members Present: Selectman Rick Reault, Selectman Robert Jackson, Selectman William Gramer, Selectman Corliss Lambert. Selectman Steven Nocco.

Staff Present: Town Administrator Curt Bellavance, and Admin Assistant Therese Gay

Staff member Absent: Assistant Town Administrator Matt Hanson

The listing of matters are those reasonable anticipated by the Chairman which may be discussed at the meeting. Not all items listed may in fact be discussed, and other items not listed may also be brought up for discussion to the extent permitted by law. "The following meeting is being recorded and broadcast through our local cable access channels on Comcast and Verizon FIOS. A recording of this meeting will also be available for viewing on our town's website - [www.tyngsboroughma.gov](http://www.tyngsboroughma.gov). Also, after instruction from the State Fire Marshall and the Tyngsborough Fire Chief, in the event of an emergency, there is an exit to my left and directly across from me, along the back wall."

## 1. 6:00 PM Open Meeting/Pledge of Allegiance/Board Introduction/Read Agenda

The Chair opened the meeting followed by the Pledge of Allegiance; the introduction of the Board and the reading of the Agenda by Selectman Jackson

## 2. Meeting Minutes

A. Regular Session Meeting Minutes for Review/Approval

i. Monday, December 14, 2015

The Board voted 4-0-1 on a motion by Selectman Jackson, second by Selectman Gramer, to approve the minutes of Monday December 14, 2015. (Selectman Lambert abstains from voting).

## 3. 6:30PM Public Hearing: Postponed until January 25

40R Christopher Cox, Frost/Lakeview: Attorney Peter Nicosia

The applicant did not properly identify the abutting property owners for the above project and had to re-advertise for a new date. The new date is January 25, 2016 at 7:00 PM.

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Gramer to continue this matter to January 25, 2016 at 7:00 pm at the Tyngsborough Town Offices, 25 Bryants Lane, in accordance with the new advertised notification.

## 4. New Business

A. Vote: Polling locations for Presidential Primary

The Town Clerk requested that the Board of Selectmen vote to move Precincts 1 and 2 to the Tyngsborough Middle School located at 50 Norris Road, and to move Precinct 3 to the Tyngsborough Elementary School located at 205 Westford Road. This would be in effect for the Presidential Primary to be held March 1, 2016.

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Gramer to move Precincts 1 and 2 to the Tyngsborough Middle School located at 50 Norris Road, and to move Precinct 3 to the Tyngsborough Elementary School located at 205 Westford Road effective for March 1, 2016.



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### B. Goals or Projects for 2016 (Roads, Economic Dev, Buildings)

The Administrator has identified several projects for the 2016 year. They include, 1) roadway infrastructure: addressing the need for roadway improvements, including the acceptance of additional roadways not yet town owned. 2) Economic Development: identifying, reviewing, and assessing economic development goals moving forward; 3) Building Master Plan: moving forward with creating and finalizing a long-range plan for the effective use of town buildings; 4) First parish Meeting House: managing the rehabilitation for the structure. Several ongoing projects currently being managed in the office will be outlined in the Town Administrator's report. Other ideas and thoughts from the Board include: update the Town's Master Plan, also take a look at the Flint's Pond, land takings of tax title property, the Adams Barn, and the Winslow School. The Administrator is preparing a schedule for the Annual Town Meeting, and requested if the Board has any thoughts of articles to forward them to him.

### C. Request for Comments (Board of Appeals)

- i. 206 Massapoag Road to raze existing dwelling and replace with new
- ii. 6 Cummings Road (Dana Wallboard) for 120-foot flag pole

The Board took no action on the request for comments.

### D. Request for Comments (Planning Board)

- i. 40 & 44 Cummings Road (Applicant: Freedom Alley Shooting Sports)

The Board took no action on this request for comment.

### E. Contract Policy: review and endorse

The Administrator, in order to facilitate a timelier and efficient procurement process for the purchase of supplies materials and equipment, and to approve the award of contracts for all town department, with the exception of the school department and the library, is recommending that the Board of Selectmen authorize the Town Administrator to approve and enter into contracts that are \$50,000 or less. The Administrator will keep the selectmen informed as to the status of any ongoing contract throughout the procurement process, and report on all signed contracts to the Selectmen at the next regularly scheduled meeting. Any contract in excess of \$50,000 will still require approval from the Board of Selectmen at a public meeting. The Board requested a legal review of the Policy and the Administrator will bring it back at a future meeting.

### F. Authorization:

- i. sign contract for third party electricity rates

The Assistant Administrator has been working with a consultant to solicit bids for the competitive supply of electricity for municipal buildings. Favorable bids were received for a 28 month contract term. This contract will align the Town's supply agreement with the School Department's supply agreement for school buildings. The low bid of approximately \$.088/kwh will produce an estimated savings of \$53,000 over the contract term versus the National Grid default rate. This contract will also create stability in the electric budget for municipal buildings through FY 18.

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Gramer to vote to authorize the town administrator to generate quotes for municipal electricity supply and enter into an agreement with the low bidder for a term of up to 28 months.

## 5. Old Business

### A. Ratify: proposed amendments to Special Act for additional Liquor Licenses

The Administrator informed the Board that Article #28 from Annual Town Meeting was forward to Representative Colleen Garry's office for managing through the legislative process. Representative





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Garry's office sent to the Administrator with some minor changes for the proposed language. The Administrator recommends the Board vote on the amended language so that the Legislature can move forward on adopting the Act.

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Gramer to amend the language as proposed.

B. Ratify: SEIU Highway Memorandum of Agreement (potential to move to Executive Session)

This item will be taken up during Executive Session.

### **6. Citizen/Business Time – No one came forward this evening.**

Citizens or business owners may contact the Office of the Selectmen to request to address the Selectmen during citizen/business time. Citizens or business owners who have not contacted the Office of the Selectmen in advance may address the Board of Selectmen on matters of interest to the public for not more than five (5) minutes.

### **7. Correspondence**

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Gramer, to accept the 4 pieces of correspondence as submitted.

### **8. Review of Weekly Warrants**

The Administrator read the following Weekly Warrants: Warrant #27B for \$127,760.53 on 1/4/2016; Warrant #28S for \$173,634.61 on 1/11/2016; Warrant #28B for \$835,634.76 on 1/11/2016; Warrant #28P for \$869,883.23 on 1/11/2016; Warrant #28VET for \$8,387.65 on 1/11/2016; Warrant #26B for \$703,659.79 on 12/28/2015; Warrant #26P for \$869,669.53; Warrant # 25VET for \$8,018.08 on 12/21/2015; Warrant #25B for \$531,059.18 on 12/21/2015; Warrant # 25S(332) for \$9,150.00 on 12/21/2015; Warrant #25S for \$230,399.44 on 12/21/2015.

### **9. Town Administrator's Report**

The following report is for the period ending December 31, 2015. The Administrator reports the following:

- Response to Selectmen's Requests
- Budget

The Town continued to set aside money in several stabilization funds. Through the Capital Asset Management Plan, the town was able to continue to address capital equipment requests, earn support for an override for improvements to the Tyngsborough High School and to allow the town to address several roadways repairs. The town has submitted the final forms and documents necessary for receiving reimbursement from FEMA in regards to last year's storm event. The estimated reimbursement is \$90,000.

- Departmental Information

This past year the town hired several new employees, including an Assistant Town Administrator, Assistant Treasurer, Health Assistant, two Media Associates, Senior Library Tech, Library Tech, Circulation Assistant, Outreach Worker, and several van drivers for the additional COA shuttle. The Sewer Commissioners continued their efforts and sought, and received, approval for the Phase I West sewer infrastructure project. They received a successful bid and construction is expected to begin shortly.

*Town of Tyngsborough*  
Massachusetts



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- Contracting/Procurement

The Town improved its technology/hardware with the installation of a new WatchGuard firewall appliance, also updated the server with a new system that will connect with the Police Station and serve as additional back-up. The town is working on upgrading various software programs throughout the town offices and police department. The contract for the carpet replacement project has been completed and the office is working with the vendor on setting a schedule. The agreement to replace the existing fuel pumps and vapor recovery system has been signed and work will begin shortly.

- Other

Citizens Energy received approval to construct a 2.5 MW solar array at the former Charles George Landfill. The project is to begin this spring.

Special Acts are going and working through the State Legislature. The Special Act Liquor License and Special Act for authorization of the Administrator to sign warrants.

The Economic Development Self-Assessment was completed this year and is working NMCOG on assessing the results of the findings.

There were a variety of small union contract adjustments that were proposed, negotiated and amended.

- Town Meeting

The Town held four town meetings this year, two special town meetings, one in February, and December. The annual town meeting was held in May along with a special within the annual.

- Roadways.

Completed four of five roadways in town and worked with the Highway Dept. and vendor to provide three additional roadways as part of the pavement plan. Mascuppic Trail has been accepted by town meeting and our office is working on finalizing drainage plans in order to go out to bid and schedule work for the upcoming construction season.

- Buildings

The Board completed the opening of the new Senior Center on Westford Road and completed the purchase of the First Parish Church.

Additional Project Updates: On District Local Technical Assistant (DLTA); Contract Services; Facility Assessment Study; Billboard; Electricity Aggregation; Website; First Parish Meeting House and Adams Barn properties; and the Elementary School and Dunstable Road Culvert Project.

### 10. Selectmen's Reports

Selectman Lambert wished everyone a Happy New Year and hoped all had a happy and safe holiday. Selectman Lambert says that the Tyngsborough Housing Authority is looking into the use of the Winslow school as a venue for affordable housing units along with a couple of groups looking at the use of the building. The Government Study Commission is going full speed ahead, their product is still a Charter. We should document the way the Town conducts business, the commission could go forward with the proposed charter changes. Once the citizens know how the town business is conducted than they will be able to notice the differences needed and make the necessary changes. We need to inform everyone. Selectman Lambert has become aware of several new applications for affordable housing projects, the town must be close to our quota, and the Town should probably be looking at setting a moratorium on any new building. He suggests that a Planner be hired this year.

*Town of Tyngsborough*  
Massachusetts



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Selectman Jackson suggests the Selectmen sponsor a meet the candidate night. In consideration of the coming election Selectman Jackson suggests that we post on the Town Web page directions on how to pull papers if a resident decides to run for an elected position. The Government Study Commission is meeting on January 12, 2016 and everyone is invited to attend the meeting. There will be public meeting to inform the residents on how town government is run and how the proposed changes will make government more efficient. Also suggestions on how best to centralize the town center. One suggestion would be hold an event similar to the pig and apple fest that use to take place. Any ideas and suggestions are welcomed.

### 11. Executive Session

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Gramer to enter into executive session to discuss exemption one (3) as stated below, and to return to open session only to adjourn. Roll Call Vote, Selectman Nocco, yes; Selectman Corliss Lambert, yes; Selectman Gramer, yes; Selectman Rick Reault, yes; Selectman Robert Jackson, yes. The Board entered into Executive Session at 7:30 PM to discuss the following:

1. Exemption Three (3) - Collective Bargaining Update - Mid Managers Union, SEIU Highway Department.

### 12. Adjournment

The Board voted 5-0 on a motion by Selectman Gramer, second by Selectman Jackson, to adjourn the meeting. The meeting adjourned at 8:30 PM.

Respectfully submitted

Therese Gay  
Admin Assistant

Approved on Monday,

*Town of Tyngsborough*  
Massachusetts



## TOWN OF TYNGSBOROUGH

Office of the Town Administrator  
Town Offices | 25 Bryants Lane  
Tyngsborough, MA 01879  
Tel: (978) 649-2314 | Fax: (978) 649-2320

03A

TO: Board of Selectmen  
FROM: Curt Bellavance, Town Administrator   
RE: Information Technology Administrator – Appointment  
DATE: January 21, 2016

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My office has been working with Selectmen Lambert, Matt Hanson, and David Machado over the past several weeks to fill the position of part-time I.T. Administrator.

The position was advertised online, in the Lowell Sun, and on the Massachusetts Municipal Association (MMA) website. After reviewing approximately five (5) resumes for the position and narrowing the field of candidates down to three finalists. Interviews were held and it was determined that the best candidate is Jason Bulger. Mr. Bulger has a Bachelor of Arts from San Francisco State University and several certificates and course leading to a high proficiency in network administration. He worked for the Town of Groton as the IT Director for the past five years. He began in Groton as the sole administrator and developed their system into a highly functioning technology infrastructure. Mr. Bulger's resume is attached for your review.

This is a non-union, exempt, salaried position with no benefits. Pending a successful CORI check and the completion of the state-mandated Conflict of Interest training, it is my recommendation that Mr. Bulger be appointed as the IT Administrator with a starting annual salary of \$33,696. There is a probationary period of six months.

If the Board wishes, I would recommend the following motion: **To appoint Jason Bulger to the position of Information Technology Administrator as outlined above with a start date of January 28, 2016.**

  
TOWN OF  
Tyngsborough  
MASSACHUSETTS



## TOWN OF TYNGSBOROUGH

Office of the Town Administrator

Town Offices | 25 Bryants Lane

Tyngsborough, MA 01879

Tel: (978) 649-2300 Ext. 100 | Fax: (978) 649-2320

03Bi

TO: Board of Selectmen

FROM: Curt Bellavance, Town Administrator *CB*

DATE: January 21, 2016

RE: Comments for Planning Board

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The forms that land use boards submit to the Board of Selectmen seek comments from the Board on particular matters brought to their boards and commissions.

It would be my recommendation that the Board of Selectmen does not offer an opinion on matters that the land use boards take up as they act as an independent board. I will continue to provide information so that the Board remains informed.

Lastly, I would recommend **vote to take no action on the application of Freedom Alley Shooting Sports as they will appear before the Board of Selectmen for a Special Permit application on February 8, 2016.**

*Town of Tyngsborough*  
tyngsborough, ma



# Town of Tyngsborough

## Planning Board

25 Bryants Lane  
Tyngsborough, Massachusetts 01879-1003

Office: (978) 649-2300, ext. 115

Fax: (978) 649-2301

2016 JAN -5 AM 11:33  
BOARD OF SELECTMEN  
TYNGSBOROUGH, MA.

### ***REQUEST FOR DEPARTMENT COMMENT***

Applicant: Freedom Alley Shooting Sports, LLC

Project Address: 40 & 44 Cummings Rd.

Map 13 Parcel/Block 18 & 20 Lot 0

Type of Application: Site Plan Review Special Permit & Business Use Special Permit

Project Description: 36,300 s.f. indoor gun range facility with classrooms, retail and office space; and a 5,000 s.f. shipping/receiving & storage building.

Department:

The Planning Board has received the above application. The Board requests your department's review of the application and any comments. Please attach a separate sheet for additional comments if necessary.

Hearing Date: 2/4/2016 Please return by: 2/3/2016

If your Department/Board must take action prior to issuance of this permit, please indicate the action below.

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Prepared by: \_\_\_\_\_ (print) Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Cc:	<input type="checkbox"/> Assessors	<input type="checkbox"/> Building Insp.	<input type="checkbox"/> Board of Health
	<input type="checkbox"/> Conservation	<input type="checkbox"/> Fire Dept.	<input type="checkbox"/> Police Dept.
	<input type="checkbox"/> Sewer Dept.	<input type="checkbox"/> Highway Dept.	<input type="checkbox"/> Water Dept.
	<input type="checkbox"/> Tax Collector	<input checked="" type="checkbox"/> Selectmen	<input type="checkbox"/> ZBA <input type="checkbox"/> School Dept.

Attachments/



FORM 1

Town of Tyngsborough  
PLANNING BOARD

RECEIVED

2015 DEC 31 AM 10:14

25 Bryants Lane,  
Tyngsborough, Massachusetts 01879-1000  
Planning Office: (978) 649-2300, Ext. 115

TOWN CLERK  
TYNGSBOROUGH, MA  
Fax: (978) 649-2301

APPLICATION FOR SPECIAL PERMIT

NOTICE TO APPLICANT:

File one completed form with the Planning Board and an exact copy with the Town Clerk. Ten (10) copies of the plan for which a Special Permit is applied for shall be included with ten (10) copies of this application. Please ensure that all information required pursuant to the Town of Tyngsborough Zoning By-Laws has been included with this application. Lack of such required information filed with the application shall be considered an incomplete/invalid application.

TO THE PLANNING BOARD, TOWN OF TYNGSBOROUGH:

1. The undersigned, being the owner of land included on the attached plan entitled Non-Res. Site Plan Freedom Alley and dated 12/21/2015, submits this plan and application for a Special Permit according to the requirements of Section 1.16.00 of the Tyngsborough Zoning By-Laws.
2. The owner's title to the land is derived under deed from \_\_\_\_\_ dated \_\_\_\_\_, And recorded in Middlesex North Registry of Deeds, Quitclaim, Book \_\_\_\_\_, Page OR under Certificate of Title No. \_\_\_\_\_ registered in Middlesex Land Registry District Book 21889, Page 282 . & Book 29519, Page 98
3. This application is filed in accordance with the Zoning By-Laws and the Rules and Regulations of the Planning Board regarding Special Permits.
4. This application is accompanied by the Certified List of Parties in Interest (Form 2), the Designer's Certificate (Form 3), and the application fee.  
Freedom Alley Shooting Sports, LLC  
Applicant  
404 Middlesex Road, Tyngsborough, MA 01879 - 978-649-4867  
Address, Phone

NOTE: This application is not deemed to have been submitted until the following endorsement has been completed by the Tyngsborough Planning Board and the Town Clerk.

Accepted this 31<sup>st</sup> day of December, 2015 as duly submitted under the Rules and Regulations for Special Permit Applications of the Tyngsborough Planning Board.

By: Jarone Shegass (Town Clerk)

By: Pamela L. Bernier (Planning Board)



Freedom Alley  
40 & 44 Cummings Road  
Tyngsborough, MA 01879

### Special Permit Narrative

The Freedom Alley project consists of a new indoor gun range facility with programming for 100-yard ranges, 25-yard ranges, retail, classrooms, office space, a gym, and VIP lounge. An adjacent smaller building is proposed for shipping, receiving, storage, and gunsmithing. The project is located on two parcels, Tax Map 13, Lots 18 and 20, at 40 and 44 Cummings Road in Tyngsborough.

Site improvements include the demolition and removal of the existing residential buildings and the construction of new 36,300-sf and 5,000-sf buildings, domestic and fire protection water services, sanitary sewer services, 77 space parking lot, stormwater management system, and landscaping and lighting improvements. Two new driveways are proposed onto Cummings Road, one of which is intended to be a shared driveway for a future development on Lot 18.

### **Natural Environment**

The proposed project should not adversely affect the natural environment. During construction, the project will be subject to Federal, State, and Local regulations, and require a Stormwater Pollution Prevention Plan in accordance with the latest USEPA Construction General Permit. After construction, the site's stormwater management system will collect and treat stormwater runoff in accordance with State and Local regulations. A full stormwater management report has been prepared for this project which outlines the system in greater detail.

### **Public Services**

The proposed project should not adversely affect traffic safety or congestion and the site has been designed in accordance with the Tyngsborough Zoning Ordinance. The proposed buildings will utilize adjacent water, sewer, natural gas, and electric mains for the utility services. The project will be coordinated with the local sewer and water commissions prior to final approval to ensure the design is in compliance with current regulations and design standards.

### **Economics**

The project proposes a unique use (gun range) that will be combined with retail and gym spaces, shipping, receiving, and gunsmithing to form a multifaceted business. It is expected that the business will draw people from all over the New England region, given the

*Civil Engineering*

*Land Surveying*

*Landscape Architecture*

uniqueness of the programming. Once complete, the business will require well trained full and part time staff to manage and operate the facility. In total, the project anticipates the creation of about 90 direct full and part time jobs.

### **Visual Environment**

The project is designed in a manner that blends in with the adjacent industrial and commercial uses. The design follows local regulations and features a full landscaping and lighting design in accordance with the Zoning Ordinance. Building elevations have been developed for the property by Port One Architecture.

### **Safety**

The safety and security of our customers and staff are held in the highest regard, and with that comes the responsibility of ensuring that level of safety through the development and implementation of policies and procedures. All Freedom Alley staff members will be at least cross trained at the level of Range Safety Officer. The level of Range Safety Officer is only obtained through the successful completion of the NRA Range Safety Officer Course, as well as 40 hours of pre-employment training, and a written policy compliance exam.

Policies and procedures specifically developed for range settings will enforce the compliance of all safety standards in a controlled, polite, and informative manner. Strict guidelines pertaining to the firing line, loading and unloading of firearms, as well as safe gun handling will be imposed on to all customers. Customers will receive a detailed safety briefing upon their arrival as well as an orientation during their first visit and any other subsequent visits in which a time period greater than 60 days between visits has elapsed or if the Range Master deems it necessary.

Safety Plans will be developed and implemented to prevent accidents through inspection programs including but not limited to range safety, health, occupational safety, and emergency response equipment. Tactical Plans will further be developed to combat specific accidents should they occur. Specific responses will be outlined for each emergency instance and will clearly illustrate any and all responsibilities of staff should an accident occur no matter its level of severity.

It will be the overwhelmingly high level of alertness, attention to detail, tact, and customer service, which the staff at Freedom Alley Shooting Sports will possess, that will prove to be invaluable to the safety and security of all of our customers.

### **Sound Control**

Noise control is an important issue in the facility. Each gun range and the 360 shoot house are constructed with 8" & 12" reinforced, solidly-grouted masonry block walls with a 10" thick reinforced concrete. This construction type effectively reduces noise transmission, and

range walls that are also exterior walls have additional layers of insulation and metal siding to further reduce noise transmission outside the walls of the facility.

Within each range there are acoustical sound panel installed to reduce decibels and improve communications between shooter and range officials.

### **Ventilation**

The supply and exhaust air systems are critical for the health and welfare of people inside the facility. Each range and the 360 shoot house will have their own specialized, mechanical systems necessary to avoid inhalation of health hazardous lead fumes and dust, and carbon monoxide released during firing.



December 31, 2015

Town of Tyngsborough  
Planning Department  
25 Bryants Lane  
Tyngsborough, Massachusetts 01879

RE: Freedom Alley  
40 & 44 Cumming Road  
Tyngsborough, Massachusetts  
KNA #15-0826-3

Dear Planning Department and Board Members:

The purpose of this letter is to estimate the anticipated additional traffic generated by the proposed Indoor Gun Range Facility at 40-44 Cummings Road.

Existing Condition

The subject properties, Tax Map 13 Lots 18 and 20, are approximately 4.062- acres and 2.037- acres in area, respectively, and located within the Town of Tyngsborough (I-1) light industrial zoning district. The properties contain roadway frontage along Cummings Road and are currently used as residences.

Cummings Road is aligned in an overall north-south direction and is under the jurisdiction of the Town of Tyngsborough. Cummings Road generally provides approximately 24-ft of pavement width in the vicinity the study area with one travel lane in each direction and a posted speed limit of 30 miles per hour (mph). Land uses along Second Street consist of industrial, commercial, and residential uses. Cummings Road connects Kendall Road (MA-113) on the North to Dunstable Road on the South. The site is also surrounded by commercial and industrial developments on Progress Avenue on all side and rear ends of the parcels.

Proposed Development

The project proposes to demolish the existing residences and construct a new 36,300-sf indoor gun range and 5,000-sf shipping and receiving building. The main facility will also have other accessory uses including retail, office space, function rooms, and a gym. In addition to the building improvements, the project proposes to construct a 77-space parking and loading areas for the building. The site proposes to construct two new driveway entrances on Cummings Road. There are no other proposed improvements to Cummings Road or the public right of way.

Proposed Site Trip Generation

ITE Trip Generation 9<sup>th</sup> edition was referenced for estimating the proposed trip generation rates for this project. The following ITE Land Use Codes were used to estimate trip generation, based on the proposed building program:

- 150 – Warehousing
- 435 – Multipurpose Recreation Facility
- 492 – Health/ Fitness Club
- 861 – Sporting Good Retail

There is no specific use in ITE for a gun range or gun and accessory sales. These programs are unique in that they are not very common. The sporting good retail and multipurpose recreation facility land use codes were selected because they are the closest related land use codes covered by ITE.

ITE supplies the trip generation rates, for each of the uses above, based on 1,000-sf of gross floor area. The architectural floor plans were reviewed to determine the square footage associated with each land use. As such, based on ITE, the proposed trip generation rates have been calculated as:

Use	ITE Code	Trip Generation per	GFA	/ 1,000
Multipurpose Recreation Facility	435	1,000 square feet of GFA	27400	27.4
Sporting Good Retail	861	1,000 square feet of GFA	7825	7.825
Health/ Fitness Club	492	1,000 square feet of GFA	1075	1.075
Warehousing	150	1,000 square feet of GFA	5000	5

**Warehousing**

Period:	Avg. Rate:	% Enter	% Exit	Total Trips	Entering	Exiting
Weekday	3.56	50	50	18	9	9
Weekday AM Peak (1 hr, 7-9 am)	0.3	79	21	2	2	0
Weekday PM Peak (1 hr, 4-6 pm)	0.32	25	75	2	0	2
Saturday	1.23	50	50	6	3	3
Sunday	0.78	50	50	4	2	2

**Health/ Fitness Club**

Period:	Avg. Rate:	% Enter	% Exit	Total Trips	Entering	Exiting
Weekday AM Peak Hr of Generator	1.43	47	53	2	1	1
Weekday PM Peak Hr of Generator	4.06	51	49	4	2	2
Saturday Peak Hr	2.78	45	55	3	1	2

### Sporting Good Retail

Period:	Avg. Rate:	% Enter	% Exit	Total Trips	Entering	Exiting
Weekday PM Peak (1 hr, 4-6 pm)	1.84	48	52	6	3	3
Saturday Peak Hr of Generator	3.84	51	49	7	4	4

### Multipurpose Recreation Facility

Period:	Avg. Rate:	% Enter	% Exit	Total Trips	Entering	Exiting
Weekday	1.99	52	48	55	28	26
Weekday AM Peak Hr of Generator	0.24	71	29	7	5	2
Weekday PM Peak Hr of Generator	0.25	52	48	7	4	3
Saturday	2.35	52	48	64	33	31

### Proposed Site Generated Traffic

Based on the trip-generation methodology, the proposed development is expected to generate the most traffic during the weekends. It will also generate more traffic during the PM peak hour than the AM peak hour.

The adjacent developments on Cummings Road and Progress Avenue are mostly industrial. The ITE land use for General Light Industrial (Land Use Code 110) is calculated with the weekday PM peak hour and AM peak hour significantly higher than on weekends. Thus, the proposed development should not add significantly to the weekday peak hour traffic of the adjacent streets.

### Adjacent Roadway Impacts

MassDOT has traffic volume count records in several locations adjacent to the site. Locations of specific interest to this project are on Kendall Road (MA 113) and Lowell Street. Lowell Street changes its name to Dunstable Road once it crosses into Tyngsborough from Dunstable, and is the southerly outlet for Cummings Road. The highest recorded AADT (average annual daily traffic) for Kendall Road was 11,300 vpd (vehicles per day) and 4,600 vpd for Lowell Street.

MA 113 has two data points, one on each side of the Cummings Road intersection. The data ranges from 2000 to 2006 and appears to be consistent in those years, ranging from 9,900 to 11,300 vpd. Lowell Street was recorded with 4,600 vpd in 2002 and 3,400 vpd in 2005.

### Site Distance

Cummings Road in the vicinity of the subject property is fairly straight and slopes consistently within 400-ft of the driveway entrances. The site entrances will have adequate site distance along Cummings Road. The southerly driveway is proposed as a shared driveway with a future development on Lot 18. Cummings Road curves as it heads south, so the required site distance for a driveway serving only Lot 18 would likely not meet the site distance requirements in the Tyngsborough Zoning Ordinance.

*Civil Engineering*

*Land Surveying*

*Landscape Architecture*

Conclusion

Although the proposed development features uses that are difficult to determine trip generation counts due to a lack of available data from similar uses, the trip generation calculations are consistent with the anticipated demands in that there will be more trips to the site during the weekends than during weekdays. The surrounding area of mostly industrial uses has an offsetting time of peak traffic demand. Additionally, MassDOT traffic counts on Kendall Road and Lowell Street indicate that more than 10,000 and 4,600 AADT along the adjacent roadways, respectively.

We believe that the proposed site will not increase traffic on adjacent roadways by more than 25%, which would require a generation of more than 1,000 vpd, and traffic safety will not be compromised, keeping consistent with the special regulations pertaining to a Major Business Complex.

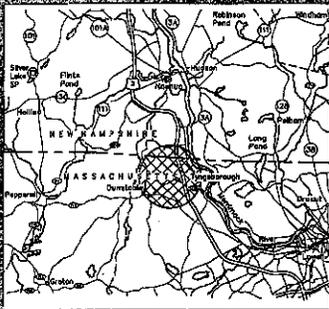
Sincerely,



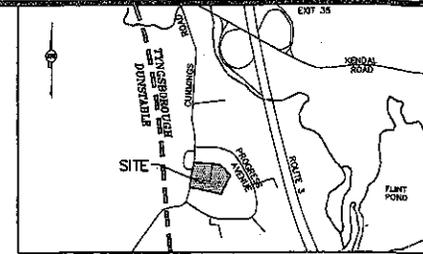
Paul Chisholm, PE, LEED AP ND

Project Engineer

Keach-Nordstrom Assoc Inc



VICINITY PLAN  
NOT TO SCALE



LOCATION MAP  
SCALE: 1" = 1,000'

# NON-RESIDENTIAL SITE PLAN FREEDOM ALLEY

## MAP 13 LOTS 18 & 20 40 & 44 CUMMINGS ROAD TYNGSBOROUGH, MASSACHUSETTS

**APPLICANT:**

FREEDOM ALLEY SHOOTING SPORTS, LLC  
404 MIDDLESEX ROAD  
TYNGSBOROUGH, MASSACHUSETTS 01879

**OWNER OF MAP 13 LOT 18:**

MASSACHUSETTS UNION REAL ESTATE, LLC  
159 WHARTON ROW  
GROTON, MASSACHUSETTS 01450

**OWNER OF MAP 13 LOT 20:**

BCH NOMINEE TRUST  
40 CUMMINGS ROAD  
TYNGSBOROUGH, MASSACHUSETTS 01879

**PREPARED BY:**

KEACH-NORDSTROM ASSOCIATES, INC.  
10 COMMERCE PARK NORTH, SUITE 3  
BEDFORD, NEW HAMPSHIRE 03110  
(603) 627-2881



**KN** KEACH-NORDSTROM ASSOCIATES, INC.  
Civil Engineering Land Surveying Landscape Architecture  
10 Commerce Park North, Suite 3, Bedford, NH 03110 Phone (603) 627-2881  
DECEMBER 21, 2015  
PROJECT NO. 15-0826-3

**SHEET TITLE**

**SHEET No.**

EXISTING CONDITIONS PLAN	1
REMOVALS/DEMOLITION PLAN	2
NON-RESIDENTIAL SITE LAYOUT PLAN	3
GRADING AND DRAINAGE PLAN	4
EROSION CONTROL PLAN	5
UTILITY PLAN	6
LIGHTING PLAN	7
DRAINAGE PROFILES	8
SEWER PROFILES	9
CONSTRUCTION DETAILS	10 - 15
TEST PIT LOGS	16

L:\work\150826\15-0826-3\15-0826-3.dwg Plot: 12/21/2015 3:35:19 PM







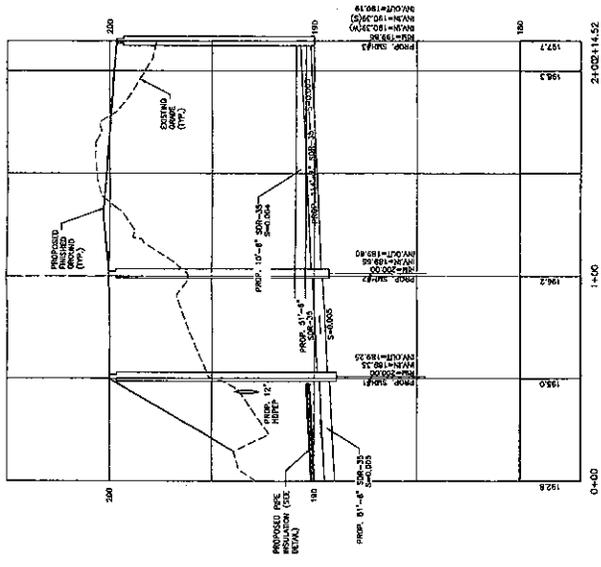












EXIST. SMH TO PROP. SMH'S  
 SCALE: 1" = 30'(HORIZ.)  
 1" = 3'(VERT.)



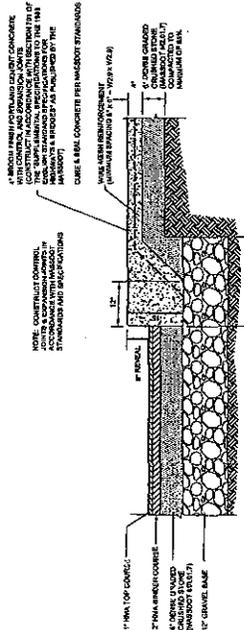
**SEWER PROFILES**  
**FREEDOM ALLEY**  
 MAP 13 LOTS 18 & 20  
 40 & 44 CUMMINGS ROAD  
 TYNGSBOROUGH, MASSACHUSETTS  
 MIDDLESEX COUNTY

<p><b>OWNER: MAP 13 LOTS 18 &amp; 20</b>          MASSACHUSETTS REAL ESTATE, LLC          40 CUMMINGS ROAD          TYNGSBOROUGH, MA 01880          BK. 2519 PG. 85</p>	<p><b>APPLICANT:</b>          ENGINEER: SHOOTING STAR'S, LLC          40 CUMMINGS ROAD          TYNGSBOROUGH, MA 01880          BK. 2188 PG. 422</p>
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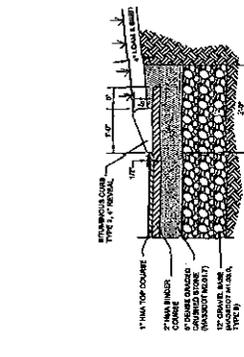
**K&A**  
 K&A ENGINEERING ASSOCIATES, INC.  
 110 Cummings Park, North, Suite 3, Andover, MA 01810 Phone (978) 481-8844

NO.	DATE	REVISIONS	BY

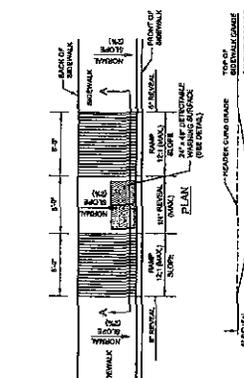
DATE: DECEMBER 21, 2015    SCALE: AS SHOWN  
 SOURCE NO: 15-0266-3    SHEET 9 OF 16



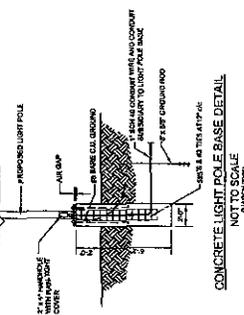
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NOT TO SCALE



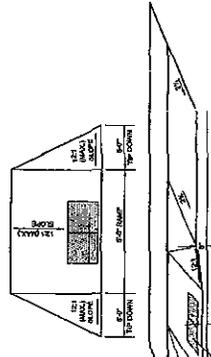
**SITUOUS CURB TYPE 2 DETAIL**  
NOT TO SCALE



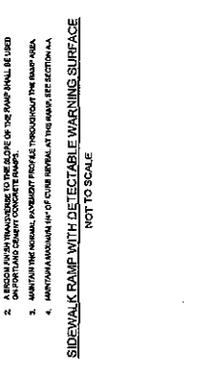
**SIDEWALK RAMP WITH DETECTABLE WARNING SURFACE**  
NOT TO SCALE



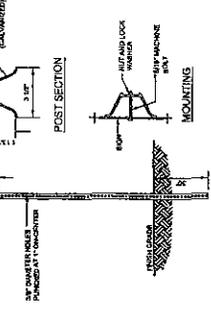
**CONCRETE LIGHT POLE BASE DETAIL**  
NOT TO SCALE



**HANDICAP CURB SIDEWALK RAMP WITH DETECTABLE WARNING SURFACE**  
NOT TO SCALE

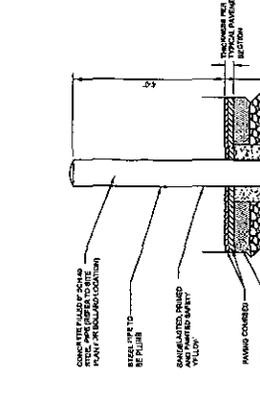


**STEEL SIGN POST DETAIL**  
NOT TO SCALE

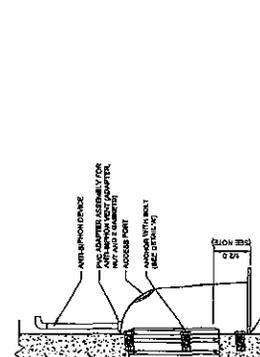


**POST SECTION**

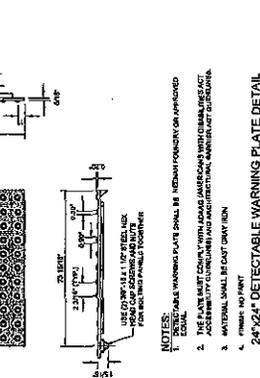
**DRIVEWAY AND PARKING LOT SECTION**  
NOT TO SCALE



**HANDICAP CURB SIDEWALK RAMP WITH DETECTABLE WARNING SURFACE**  
NOT TO SCALE



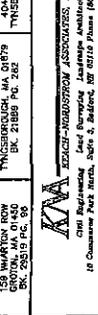
**STOP SIGN DETAIL**  
NOT TO SCALE



**STOP SIGN DETAIL**  
NOT TO SCALE



**VAN ACCESSIBLE HANDICAP PARKING SIGN DETAIL**  
NOT TO SCALE



**VAN ACCESSIBLE HANDICAP PARKING SIGN DETAIL**  
NOT TO SCALE

**STOP SIGN DETAIL**  
NOT TO SCALE



**HANDICAP STRIPING DETAIL**  
NOT TO SCALE

**SNOUT OIL AND DEBRIS STOP DETAIL (OR EQUAL)**  
NOT TO SCALE



**SNOUT OIL AND DEBRIS STOP DETAIL (OR EQUAL)**  
NOT TO SCALE

**BOULDER DETAIL**  
NOT TO SCALE



**CONSTRUCTION DETAILS**  
**FREEDOM ALLEY**  
MAP 13 LOTS 18 & 20  
40 & 44 CUMMINGS ROAD  
TYNGBOROUGH, MASSACHUSETTS  
MIDDLESEX COUNTY

**OWNER:** JAMES R. BROWN, JR.  
155 WASHINGTON ROAD  
TYNGBOROUGH, MA 01879  
TEL: 351-1111

**DESIGNER:** K&M ASSOCIATES, INC.  
10 Cummings Park North, Suite 5, Andover, MA 01810 (978) 477-4841

**DATE:** DECEMBER 21, 2015  
**SCALE:** AS SHOWN  
**PROJECT NO.:** 15-0027-3  
**SHEET:** 10 OF 10

**NOTES:**

1. ALL TRAFFIC SIGNS AND MARKINGS SHALL COMPLY WITH THE FEDERAL COMMUNICATIONS COMMISSION (FCC) REGULATIONS FOR TRANSMISSION OF ELECTROMAGNETIC INTERFERENCE.
2. THE PAINT MUST COMPLY WITH FEDERAL SPECIFICATION FOR HIGHWAY PAINT, TYPE III, AND MEET THE REQUIREMENTS OF THE FEDERAL SPECIFICATION FOR HIGHWAY PAINT, TYPE III, AND MEET THE REQUIREMENTS OF THE FEDERAL SPECIFICATION FOR HIGHWAY PAINT, TYPE III.
3. MATERIAL SHALL BE EAST BAY AREA.
4. FINISH TO MATCH.

**STRIKING NOTES:**

1. ALL CONSTRUCTION MATERIALS SHALL BE COMPLIANT WITH THE REQUIREMENTS OF THE FEDERAL SPECIFICATION FOR HIGHWAY PAINT, TYPE III, AND MEET THE REQUIREMENTS OF THE FEDERAL SPECIFICATION FOR HIGHWAY PAINT, TYPE III.
2. THE PAINT MUST COMPLY WITH FEDERAL SPECIFICATION FOR HIGHWAY PAINT, TYPE III, AND MEET THE REQUIREMENTS OF THE FEDERAL SPECIFICATION FOR HIGHWAY PAINT, TYPE III.
3. MATERIAL SHALL BE EAST BAY AREA.
4. FINISH TO MATCH.

**NOTES:**

1. ALL CONSTRUCTION MATERIALS SHALL BE COMPLIANT WITH THE REQUIREMENTS OF THE FEDERAL SPECIFICATION FOR HIGHWAY PAINT, TYPE III, AND MEET THE REQUIREMENTS OF THE FEDERAL SPECIFICATION FOR HIGHWAY PAINT, TYPE III.
2. THE PAINT MUST COMPLY WITH FEDERAL SPECIFICATION FOR HIGHWAY PAINT, TYPE III, AND MEET THE REQUIREMENTS OF THE FEDERAL SPECIFICATION FOR HIGHWAY PAINT, TYPE III.
3. MATERIAL SHALL BE EAST BAY AREA.
4. FINISH TO MATCH.

**NOTES:**

1. ALL CONSTRUCTION MATERIALS SHALL BE COMPLIANT WITH THE REQUIREMENTS OF THE FEDERAL SPECIFICATION FOR HIGHWAY PAINT, TYPE III, AND MEET THE REQUIREMENTS OF THE FEDERAL SPECIFICATION FOR HIGHWAY PAINT, TYPE III.
2. THE PAINT MUST COMPLY WITH FEDERAL SPECIFICATION FOR HIGHWAY PAINT, TYPE III, AND MEET THE REQUIREMENTS OF THE FEDERAL SPECIFICATION FOR HIGHWAY PAINT, TYPE III.
3. MATERIAL SHALL BE EAST BAY AREA.
4. FINISH TO MATCH.

**NOTES:**

1. ALL CONSTRUCTION MATERIALS SHALL BE COMPLIANT WITH THE REQUIREMENTS OF THE FEDERAL SPECIFICATION FOR HIGHWAY PAINT, TYPE III, AND MEET THE REQUIREMENTS OF THE FEDERAL SPECIFICATION FOR HIGHWAY PAINT, TYPE III.
2. THE PAINT MUST COMPLY WITH FEDERAL SPECIFICATION FOR HIGHWAY PAINT, TYPE III, AND MEET THE REQUIREMENTS OF THE FEDERAL SPECIFICATION FOR HIGHWAY PAINT, TYPE III.
3. MATERIAL SHALL BE EAST BAY AREA.
4. FINISH TO MATCH.















**JEWETT CONSTRUCTION CO., INC.**  
 1000 Main Street  
 Tynsborough, MA 01463  
 (508) 865-1111  
 FAX (508) 865-1112  
 www.jewettconstruction.com

**PORT**  
 400 Main Street  
 Portsmouth, NH 03801  
 (603) 431-1111  
 www.portconstruction.com

Project No. \_\_\_\_\_  
 Date \_\_\_\_\_

Drawn By \_\_\_\_\_  
 Checked By \_\_\_\_\_  
 Date \_\_\_\_\_

Scale \_\_\_\_\_  
 Project Name \_\_\_\_\_

Sheet No. \_\_\_\_\_

Project No. \_\_\_\_\_

Date \_\_\_\_\_

Drawn By \_\_\_\_\_

Checked By \_\_\_\_\_

Date \_\_\_\_\_

Scale \_\_\_\_\_

Project Name \_\_\_\_\_

Sheet No. \_\_\_\_\_

Project No. \_\_\_\_\_

Date \_\_\_\_\_

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Project Name \_\_\_\_\_

Sheet No. \_\_\_\_\_

Project No. \_\_\_\_\_

Date \_\_\_\_\_

Drawn By \_\_\_\_\_

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Date \_\_\_\_\_

Scale \_\_\_\_\_

Project Name \_\_\_\_\_

Sheet No. \_\_\_\_\_

Project No. \_\_\_\_\_

Date \_\_\_\_\_

Drawn By \_\_\_\_\_

Checked By \_\_\_\_\_

Date \_\_\_\_\_

Scale \_\_\_\_\_

Project Name \_\_\_\_\_

Sheet No. \_\_\_\_\_

Project No. \_\_\_\_\_

Date \_\_\_\_\_

**FREEDOM ALLEY GUN RANGE**  
 TYNSBOROUGH, MA  
 NOT FOR CONSTRUCTION

Project No. **2015-065**  
 Date 12-14-2015  
 Scale As Noted  
 Drawn By [Signature]  
 Checked By [Signature]  
 Date [Signature]

Project Name

Sheet No.

Project No.

Date

Drawn By

Checked By

Date

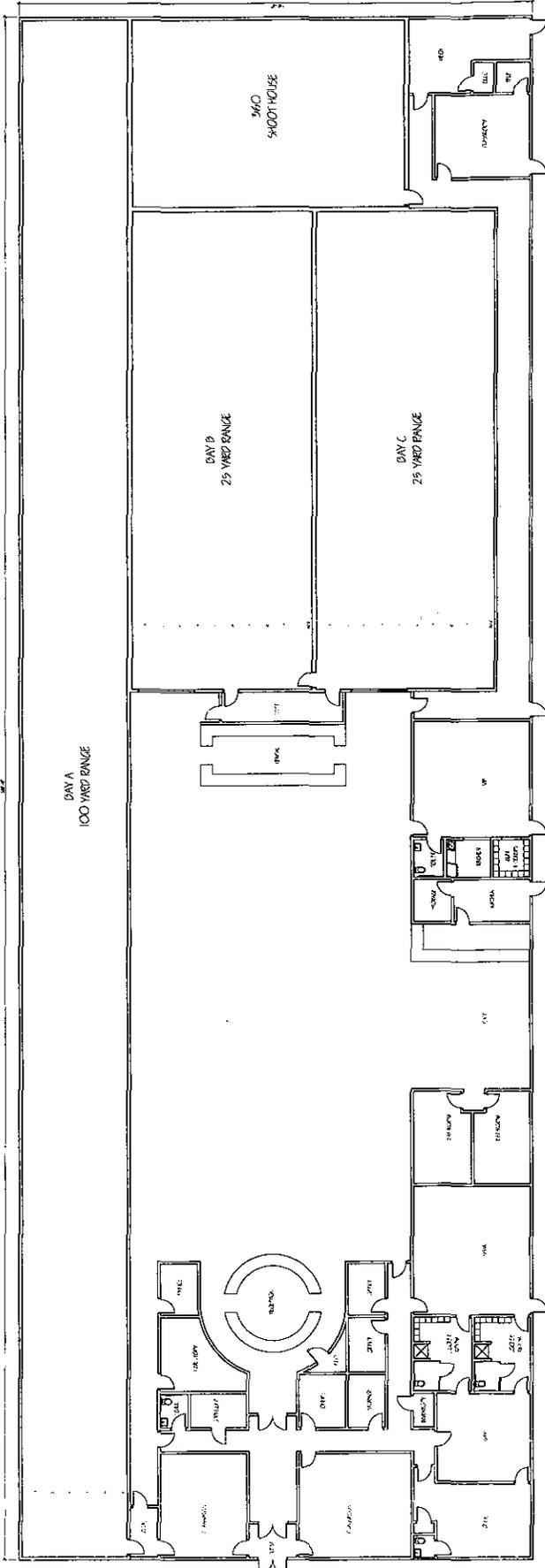
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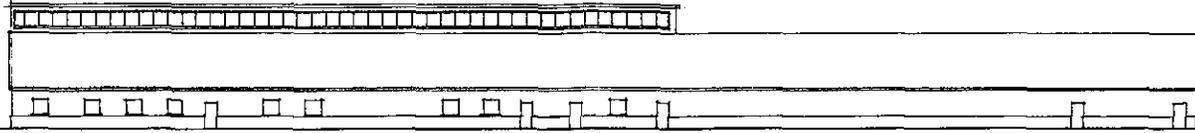
Sheet No.

FLOOR PLANS

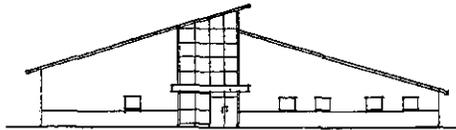
A1.00



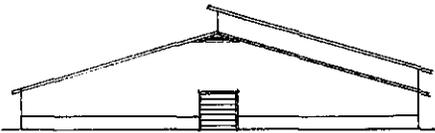
1 FLOOR PLANS  
 SEE SHEETS



**SOUTH ELEVATION**  
SCALE: 1/16" = 1'-0"



**WEST ELEVATION**  
SCALE: 1/16" = 1'-0"



**EAST ELEVATION**  
SCALE: 1/16" = 1'-0"



**NORTH ELEVATION**  
SCALE: 1/16" = 1'-0"

Freedom Alley Gun Range  
44 Cummings Road  
Tyngsborough, MA

**MAIN BUILDING**

Fewett Construction Co., Inc.  
Raymond, NH

Port One Architects Inc.  
Portsmouth, NH



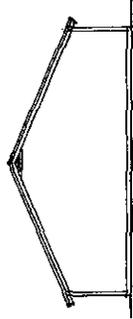
South Elevation  
SCALE 3/16" = 1'-0"

Freedom Alley Gun Range  
44 Cummings Road  
Tyngsborough, MA

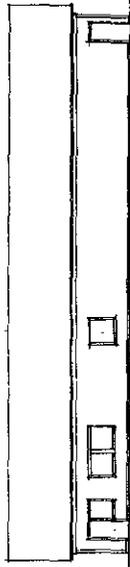
**ANNEX BUILDING**

Jewett Construction Co., Inc.  
Raymond, NH

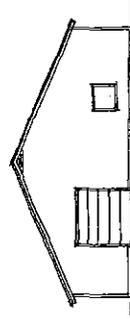
Port One Architects Inc.  
Concord, NH



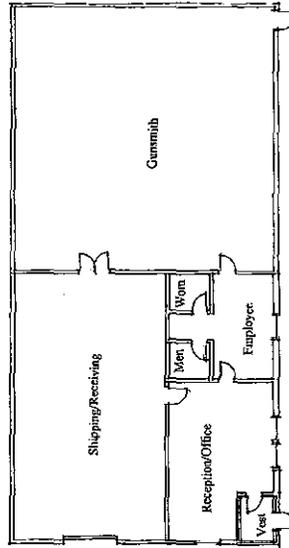
West Elevation  
SCALE 3/16" = 1'-0"



North Elevation  
SCALE 3/16" = 1'-0"



East Elevation  
SCALE 3/16" = 1'-0"



FLOOR PLAN  
SCALE 3/16" = 1'-0"



## TOWN OF TYNGSBOROUGH

Office of the Town Administrator  
Town Offices | 25 Bryants Lane  
Tyngsborough, MA 01879  
Tel: (978) 649-2314 | Fax: (978) 649-2320

03C

TO: Board of Selectmen  
FROM: Curt Bellavance, Town Administrator *CB*  
RE: IRS Standard Mileage Reimbursement Rate  
DATE: January 21, 2016

---

The Internal Revenue Service has set the 2016 standard mileage reimbursement rate at \$0.54 cents per business mile. Pursuant to the Town's collective bargaining agreements, the Board is requested to approve this rate.

*Town of  
Tyngsborough  
Massachusetts*



## TOWN OF TYNGSBOROUGH

Office of the Town Administrator  
Town Offices | 25 Bryants Lane  
Tyngsborough, MA 01879  
Tel: (978) 649-2314 | Fax: (978) 649-2320

03D

TO: Board of Selectmen  
FROM: Curt Bellavance, Town Administrator   
RE: Warrant for Presidential Primary  
DATE: January 21, 2016

---

Attached is the Warrant for Presidential Primary. Pursuant to MGL, Chapter 39, Section 10, every town shall notify its inhabitants of the election. The warrant for the election sets the date, time, location, and purpose of the election.

It is recommended that the Board **vote to endorse the warrant for the upcoming Presidential Primary to be held on Tuesday, March 1, 2016 from 7:00 AM to 8:00 PM.**

**COMMONWEALTH OF MASSACHUSETTS  
WILLIAM FRANCIS GALVIN  
SECRETARY OF THE COMMONWEALTH**

SS.

To either of the Constables of the Town of Tyngsborough

**GREETING:**

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Primaries to vote at

Precincts 1 & 2 Tyngsborough Middle School, 50 Norris Road  
Precincts 3 & 4 Tyngsborough Elementary School, 205 Westford Road

on **TUESDAY, THE FIRST DAY OF MARCH, 2016**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the Presidential Primary for the candidates of political parties for the following offices:

PRESIDENTIAL PREFERENCE . . . . . FOR THIS COMMONWEALTH  
STATE COMMITTEE MAN . . . . . FIRST MIDDLESEX SENATORIAL DISTRICT  
STATE COMMITTEE WOMAN . . . . . FIRST MIDDLESEX SENATORIAL DISTRICT  
TOWN COMMITTEE . . . . . TOWN OF TYNGSBOROUGH

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this \_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Selectmen of the Town of Tyngsborough

Pursuant to the foregoing Warrant, I have notified and warned the inhabitants of the Town of Tyngsborough by posting attesting copies of the same at the Town Hall, Fire Station No. 2, Fire Station No. 1, the Senior Center and the Early Childhood Center/Lakeview School.

\_\_\_\_\_  
Constable

\_\_\_\_\_  
Date



# TOWN OF TYNGSBOROUGH

Office of the Town Administrator

Town Offices | 25 Bryants Lane

Tyngsborough, MA 01879

Tel: (978) 649-2314 | Fax: (978) 649-2320

O3E

TO: Board of Selectmen

FROM: Curt Bellavance, Town Administrator 

COPY: Joanne Shifres, Town Clerk  
Robert Kydd, Town Moderator  
Darryl Wickens, Chairman, Finance Committee  
Donald Ciampa, Superintendent

RE: Proposed Schedule for Annual & Special Town Meeting – May 17, 2016

DATE: January 21, 2016

---

Outlined below is the proposed annual town meeting schedule for the upcoming months. The following schedule for the upcoming Annual & Special Town Meeting is based on the date of **Tuesday, May 17, 2016**.

The following dates are recommended in anticipation of the upcoming town meeting:

- |                         |  |
|-------------------------|--|
| <b>February 8, 2016</b> | Annual and Special Town Meeting Warrants Open  |
| <b>March 16 2016</b>    | Deadline to submit Warrant Articles  |
| <b>March 16, 2016</b>   | Warrant Articles to Town Counsel for initial review  |
| <b>March 28, 2016</b>   | Draft Warrants Reviewed by Selectmen and Finance Committee   |
| <b>April 11, 2016</b>   | Draft Warrants Reviewed by Selectmen and Finance Committee   |
| <b>April 25, 2016</b>   | Final Warrant approval by Town Counsel   |
| <b>April 25, 2016</b>   | Final Town Meeting Warrants approved and signed by Selectmen   |
| <b>May 3, 2016</b>      | Deadline for posting Annual and Special Town Meeting Warrants<br>Copies of Town Meeting Warrants, Report of Finance Committee, Capital<br>Asset Management Committee plan, and Annual Town Report. |
| <b>May 17, 2016</b>     | Annual (7:00 pm) and Special (7:30 pm) Town Meeting  |

I would recommend that the Board **vote to accept the proposed Annual Town Meeting schedule and have the administrator notify town departments, committees, boards, and residents of the schedule in preparation for town meeting.**

  
TOWN OF  
Tyngsborough  
MASSACHUSETTS

## **04. TRI-BOARD MEETING**

**Senator Donoghue & Representative Garry**

05

**TOWN OF TYNGSBOROUGH  
OFFICE OF THE BOARD OF SELECTMEN  
NOTICE OF PUBLIC HEARING**

Notice is hereby given that a PUBLIC HEARING will be held by the Tyngsborough Board of Selectmen in the Selectmen's Meeting Room, Tyngsborough Town Hall, 25 Bryants Lane, Tyngsborough, Massachusetts 01879 at 7:00 pm on Monday, January 25, 2016 to present, and hear testimony and comment from interested persons pursuant to M.G.L. c. 40R, s. 11, 760 CMR 59.00 and M.G.L. c.40A, s.11. The public is encouraged to submit any comments in writing to the Board of Selectmen or in person at the hearing.

The Board of Selectmen will consider at the hearing whether to submit an application to the Department of Housing and Community Development (DHCD) pursuant to the provisions of M.G.L. c. 40R and 760 CMR 59.00 for determination of eligibility of a "Smart Growth Overlay Zoning District" applicable to the following properties identified on the Town of Tyngsborough Tax Assessor's Map as: 0 Norris Road (24-4A-0); 18 Apollo Drive (25-15-0); 24 Lakeview Avenue (25-18-0); 4 Lakeview Avenue (19-92-0), and 1 Lakeview Avenue (19-93-0.) All properties combined total approximately 26.6 acres of land more or less. Adoption of a Smart Growth Overlay Zoning District would allow for a mix of business and residential uses that comply with smart growth standards.

Maps and text of all materials being considered at the public hearing are available for review at the Office of the Board of Selectmen during regular Town Hall business hours.

First Publication – Monday, January 11, 2016  
Second Publication – Monday, January 18, 2016

LAW OFFICE OF  
NICOSIA & ASSOCIATES, P.C.

PETER J. NICOSIA (MA, NH & ME)

LAWRENCE M. BEANE (MA)

259 MIDDLESEX ROAD  
P. O. BOX 721  
TYNGSBORO, MASSACHUSETTS 01879  
www.nicosia-associates.com

TELEPHONE: (978) 649-4300

FACSIMILE: (978) 649-9306

TOLL FREE: (866) 215-9248

legal@nicosia-associates.com

Dear Sir or Madam:

As you know, there is currently a public hearing before the Tyngsboro Board of Selectmen forthcoming on Monday, January 25, 2016 at 7:00 pm. At that public hearing, the Board of Selectmen will consider whether to submit an application to the Department of Housing and Community Development (DHCD) pursuant to the provisions of M.G.L. c. 40R and 760 CMR 59.00 for determination of eligibility of a "Smart Growth Overlay Zoning District" applicable to the following properties identified on the Town of Tyngsborough Tax Assessor's Map as: 0 Norris Road (24-4A-0); 18 Apollo Drive (25-15-0); 24 Lakeview Avenue (25-18-0); 4 Lakeview Avenue (19-92-0), and 1 Lakeview Avenue (19-93-0.) All properties combined total approximately 26.6 acres of land more or less. Adoption of a Smart Growth Overlay Zoning District would allow for a mix of business and residential uses that comply with smart growth standards. Maps and text of all materials being considered at the public hearing are available for review at the Office of the Board of Selectmen during regular Town Hall business hours.

I am the attorney representing the proponent Christopher Cox on this project. In advance of the public hearing, I wanted to afford abutters the additional opportunity to meet with myself and Mr. Cox informally at my office on **Friday, January 22, 2016 from 12:00 noon to 1:00 pm.** At this meeting I can try to answer any personalized questions you might have about the project prior to the larger presentation I'm giving on the 25th. If you are receiving this letter you are deemed a legal abutter.

There is no need to respond to this invite. If you can make it great. If you cannot then we'll see you at the public hearing on the 25th.

Regards,

Peter J. Nicosia, Esquire

2016 JAN 15 AM 10:33  
BOARD OF SELECTMEN  
TYNGSBOROUGH, MA.



Therese Gay <tgay@tyngsboroughma.gov>

## Fwd: Re:Proposed Adoption of a Smart Growth Overlay Zoning - Lakeview Avenue and Frost Road

**Curt Bellavance** <cbellavance@tyngsboroughma.gov>  
To: Therese Gay <tgay@tyngsboroughma.gov>

Wed, Jan 20, 2016 at 3:04 PM

Terry:

Could you please add this to correspondence as part of the 40R project. Thanks.

### **Curt T. Bellavance**

Town Administrator  
Town Hall  
25 Bryants Lane  
Tyngsborough, MA 01879

p. 978-649-2314  
[www.tyngsboroughma.gov](http://www.tyngsboroughma.gov)



----- Forwarded message -----

From: **Robert Jackson** <rjackson@tyngsboroughma.gov>  
Date: Wed, Jan 20, 2016 at 2:25 PM  
Subject: Fwd: Re:Proposed Adoption of a Smart Growth Overlay Zoning - Lakeview Avenue and Frost Road  
To: Curt Bellavance <cbellavance@tyngsboroughma.gov>

Robert Jackson

----- Forwarded message -----

From: <etcoursey@comcast.net>  
Date: Jan 20, 2016 2:12 PM  
Subject: Re:Proposed Adoption of a Smart Growth Overlay Zoning - Lakeview Avenue and Frost Road  
To: <rreault@tyngsboroughma.gov>, <wgramer@tyngsboroughma.gov>, <rjackson@tyngsboroughma.gov>, <clambert@tyngsboroughma.gov>, <snocco@tyngsboroughma.gov>  
Cc:

Re: Proposed Adoption of a Smart Growth Overlay Zoning  
Lakeview Avenue and Frost Road  
Developer Christopher Cox

Dear Mr. Reault,

We are residents at 28 Lakeview Avenue, abutters to the proposed development Pine Ridge Village.

We have been gathering signatures on a petition along with Elaine Dean, our neighborhood representative.

As a neighborhood we appreciate all her grass root efforts. To date we have over 200 signatures speaking clearly to our disapproval of the proposed plan.

General consensus speaks loudly to the issues of traffic, developing of wetlands, lighting, congestion, issues with water pressure (where there is already an issue for many of us) as well as unwelcomed, unnecessary businesses in a residential area. Mr. Cox already seems to be under the assumption that he has the right to change the laws while running his businesses in a residential zone. His outright tacky and undesirable "art" has upset many of us. Many people, including veterans, find his display of various cartoon characters disrespectful, making it seem that the men and women who serve our country are part of a comic strip. He may be trying to make this palatable for us but be assured we are choking and feel ashamed to have that display as a welcome sign to this end of Lakeview Avenue.

The concern of an unnecessary full service gas station and a store illuminating our neighborhood not only speaks to forever changing the landscape of our town but the residential aspect to our properties. Should this proceed we have even greater concerns of its failure to thrive leaving our area with environmental issues. Example of the full service station by Alexander's Pharmacy in Dracut which has sat vacant for years. Also there is no need for either a gas station nor store as there are several of both within a few miles.

His suggestion to have a police presence on this side of town isn't necessarily a bad idea but there is vacancy where the former senior center was located and we feel this would be more suitable should the town deem this idea necessary. The business complex that is proposed to which Mr. Cox will apparently move his businesses from 4 Lakeview Avenue, with a real estate agency to occupy another unit is a concern. In the future should this endeavor fail and the complex sold we could be faced with something even more undesirable. This complex as proposed would increase our concerns mentioned above: traffic, lighting, congestion.

The proposed 3 residential homes to be built on less than an acre of land seems to give a feeling of living on a city lot, again forever changing undesirably the landscape of our neighborhood.

All of Mr. Cox' plans do not seem to have any benefit, need nor desirability to our neighborhood.

While researching other developments and activity of Mr. Cox and his reputation several red flags presented themselves while on the Secretary of State website under corporations and The Registry of Deeds. We would like to suggest that our town attorney further research this matter regarding his numerous corporations and the involuntary dissolution of several of these. Further research is recommended regarding several of his mortgages/mortgagees listed on The Registry of Deeds.

Thank you for your attention to this matter. We look forward to the meeting Monday night.  
Elise Coursey and Elaine Frenette

2016 JAN 14 AM 11:30

January 11, 2016

BOARD OF SELECTMEN  
TYNGSBOROUGH, MA.

Town of Tyngsboro

Board of Selectmen

Subject: Housing developement

persuant to M.G.L.c.40R,s.11,760CMR.59.00 and M.G.L.c.40A,s.11.

We are absolutely opposed to this project. Please let it be known.

We live in a wonderful quiet area and we don't want so much more traffic and confusion and do not want a turn around that will absolutely increase traffic especially when school lets out and busses are on the road.

This will also increase traffic both ways on Lakeview Ave.This we do not want.

Thank you for your attention. Please do not give approval for this project..

Spencer Apostolos---14 Cricones Way.Tyngsboro, Mass.



and

Stella Apostolos--14 Cricones Way. Tyngsboro,Mass.



January 6, 2016

Tyngsborough Board of Selectmen

Dears Sirs,

On behalf of my family, I am writing to you because we have a previous commitment and will not be able to attend the Selectman's meeting on January 11, 2016.

I wish to express a deep concern regarding parcels on 1 and 4 Lakeview Avenue. As residents of 18 years at 3 Waterway Place, we have seen our share of vehicle accidents, both major and minor, and in some cases (5) hitting our property. We feel that adding a gas station/country store would only exasperate situation of safety at the intersection, especially after the accident this morning. We also would add, that we moved to Tyngsborough to not have a view of said gas station/country store.

We hope that you will consider our objections to this project and will vote against it. Thank you for your time and considerations.

Sincerely,



Robert J. Athas



Nelia M. Athas



Nicole Athas

Stefan Athas



2016 JAN -7 PM 12:56  
BOARD OF SELECTMEN  
TYNGSBOROUGH, MA

40R

PAUL MICHELIN  
30 LAKEVIEW AVE.  
TYNGSBORO MA  
978-649-7826

2016 JAN 11 AM 8:37

BOARD OF SELECTMEN  
TYNGSBOROUGH, MA.

SUBJECT: CHRIS COX 40R PROJECT.  
I AM TOTALY AGAINST IT.  
I BEEN LIVING AT 30 LAKEVIEW AVE. FOR 60 YEARS.

**REASONS AGAINST THE PROJECT**

1. PUTTING 3 HOMES ON AN ACRE LOT JUST 2 LOTS FROM MY PROPERTY.

THIS ISN'T LOWELL. I DONT THINK THE SELECTMAN WOULD PASS IT IF IT WAS NEXT TO THERE HOME.

**WATER PRESSURE PROBLEMS:**

THE WATER PRESSURE NOW IS BAILY PASSABLE . THERE'S A PUMPING STATION JUST 2 LOTS UP THE STREET. ADDING ALL NEW CONSTRUCTION WILL CREATE A WORST PROBLEM. THE WATER MAIN WAS INSTALLED AROUND 1950 AND IS 12" DIAMETER SMALLER INSIDE. IF DRACUT WATER HAS TO UPGRADE WHO WILL PAY FOR IT? CUSTOMERS

3.CAN THE CAPASITY OF THE SEWER LINE BIG ENOUGH FORTHIS PROJECT?

IT WAS DESIGNED TO BRING SEWERLINE TO 2 SCHOOLS

**4. WETLANDS:**

WHEN APOLLO DRIVE WAS IN PLANING STAGES THE CONSERVATION BOARD RULED THAT THERES SEASONAL WETLAND ALL THE WAYTO THE DEANS PROPERTY. THE DEVELOPER APPEALED TO

**40R**

**STATE . THEY RULED THAT HE DESIGNED A UNDER GROUND PIPING SYSTEM CHANNEL THE WATER DOWN BEHIND THE LOTS NEAR THE SWAMP AND GOES UNDER LAKEVIEW NEXT TO HEBERTS RESIDENTS. THERE'S WATER NEXT TO FROST RD. ALL THE WAY TO LAWNSDALE FARM EVERY SPRING.**

**5. TRAFFIC NIGHTMARE:**

**THE FROST RD LAKEVIEW AVE INTERSECTION IS DANGEROUS MOST CARS GO 45MPH AND SOME GO EVEN FASTER. THE POLICE PULL CARS OVER ALOT BUT CAN'T BE THERE ALL THE TIME. WHAT IS NEEDED IS TO REMOVE THE Y CONFIGURATION AND PUT TRAFFIC LIGHTS.**

REQUEST FOR COMMENT FORM

To: All Departments, Boards, Commissions and Committees 2016 JAN -6 AM 10:48  
From: Board of Selectmen  
Date: 12 / 28 / 2015  
Re: Request for Comment on a Project 40R by Mr. Christopher Cox BOARD OF SELECTMEN COXBOROUGH, MA.

TYPE OF Permit: To determine the eligibility of a "Smart Growth Overlay Zoning District"

APPLICANT(S) NAME: Veterans Hope Foundation

OWNER(S) NAME: Christopher Cox

NAME OF BUSINESS: Veterans Hope Foundation

BUSINESS ADDRESS: Lakeview Avenue and Frost Road

Dear Departments/Boards/Commissions/Committees:

The Board of Selectmen will consider at the hearing whether to submit an application to the DHCD for determination of eligibility of a "Smart Growth Overlay Zoning District at Lakeview Avenue and Frost Road.

Please return by: 10:00 AM on 1/8/2016.

If your Agency Must take action prior to issuance of this license please so indicate action.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_ *OK - Madder* \_\_\_\_\_  
\_\_\_\_\_

Prepared by: \_\_\_\_\_ (Print) Date: 1 / 4 / 16  
Signature: \_\_\_\_\_

Department Head: *J. Madder* (Print) Date: 1 / 4 / 16  
Signature: \_\_\_\_\_

- 
- Cc:  ACO  Collector  Sewer Comm.  
 Assessors  Conservation  TFD  
 ZBA  DPW  TPD  
 Health  Historical  Town Clerk  
 Bldg. Comm.  Planning Bd.  Tyngs Water Dist.

RECEIVED

DEC 28 2015

REQUEST FOR COMMENT FORM

To: All Departments, Boards, Commissions and Committees ASSESSOR'S OFFICE  
From: Board of Selectmen  
Date: 12 / 28 / 2015  
Re: Request for Comment on a Project 40R by Mr. Christopher Cox

TYPE OF Permit: To determine the eligibility of a "Smart Growth Overlay Zoning District"

APPLICANT(S) NAME: Veterans Hope Foundation

OWNER(S) NAME: Christopher Cox

NAME OF BUSINESS: Veterans Hope Foundation

BUSINESS ADDRESS: Lakeview Avenue and Frost Road

2016 JAN -7 PM 1:45  
BOARD OF SELECTMEN  
TYNGSBOROUGH, MA.

Dear Departments/Boards/Commissions/Committees:

The Board of Selectmen will consider at the hearing whether to submit an application to the DHCD for determination of eligibility of a "Smart Growth Overlay Zoning District at Lakeview Avenue and Frost Road.

Please return by: 10:00 AM on 1/8/2016.

If your Agency Must take action prior to issuance of this license please so indicate action.

COMMENTS: See attached

Prepared by: Lauren Woelke (Print) Date: 1 / 7 / 16

Signature: [Signature]

Department Head: \_\_\_\_\_ (Print) Date: \_\_\_ / \_\_\_ / \_\_\_

Signature: \_\_\_\_\_

- |   |  |   |
|---|--|---|
| Cc: <input type="checkbox"/> ACO                | <input checked="" type="checkbox"/> Collector    | <input checked="" type="checkbox"/> Sewer Comm.       |
| <input checked="" type="checkbox"/> Assessors   | <input checked="" type="checkbox"/> Conservation | <input checked="" type="checkbox"/> TFD               |
| <input checked="" type="checkbox"/> ZBA         | <input checked="" type="checkbox"/> DPW          | <input checked="" type="checkbox"/> TPD               |
| <input checked="" type="checkbox"/> Health      | <input type="checkbox"/> Historical              | <input type="checkbox"/> Town Clerk                   |
| <input checked="" type="checkbox"/> Bldg. Comm. | <input checked="" type="checkbox"/> Planning Bd. | <input checked="" type="checkbox"/> Tyngs Water Dist. |

The Board of Assessors has some general concerns regarding the placement of a gas station and store within this residential district. The placement of such a business may cause increased traffic to that area, which is already a dangerous area. There is concern over the hours of operation, lighting, etc. for such a business to be located in this area. The members are concerned of the affect it may have on nearby properties.

RECEIVED

DEC 29 2015

TYNGSBOROUGH  
TOWN COLLECTOR

REQUEST FOR COMMENT FORM

To: All Departments, Boards, Commissions and Committees  
From: Board of Selectmen  
Date: 12 / 28 / 2015  
Re: Request for Comment on a Project 40R by Mr. Christopher Cox

TYPE OF Permit: To determine the eligibility of a "Smart Growth Overlay Zoning District"

APPLICANT(S) NAME: Veterans Hope Foundation

OWNER(S) NAME: Christopher Cox

NAME OF BUSINESS: Veterans Hope Foundation

BUSINESS ADDRESS: Lakeview Avenue and Frost Road

2016 JAN -4 PM 2:10  
BOARD OF SELECTMEN  
TYNGSBOROUGH, MA.

Dear Departments/Boards/Commissions/Committees:

The Board of Selectmen will consider at the hearing whether to submit an application to the DHCD for determination of eligibility of a "Smart Growth Overlay Zoning District at Lakeview Avenue and Frost Road.

Please return by: 10:00 AM on 1/8/2016.

If your Agency Must take action prior to issuance of this license please so indicate action.

COMMENTS: No delinquent taxes on any of the 5 parcels. (24-44-0), (25-15-0), (25-18-0), (19-92-0) & (19-93-0) / Lakeview

Prepared by: gcs (Print)  
Signature: [Signature]

Date: 1 / 4 / 16

Department Head: gcs (Print)  
Signature: [Signature]

Date: 1 / 4 / 16

- |   |  |   |
|---|--|---|
| Cc: <input type="checkbox"/> ACO                | <input checked="" type="checkbox"/> Collector    | <input checked="" type="checkbox"/> Sewer Comm.       |
| <input checked="" type="checkbox"/> Assessors   | <input checked="" type="checkbox"/> Conservation | <input checked="" type="checkbox"/> TFD               |
| <input checked="" type="checkbox"/> ZBA         | <input checked="" type="checkbox"/> DPW          | <input checked="" type="checkbox"/> TPD               |
| <input checked="" type="checkbox"/> Health      | <input type="checkbox"/> Historical              | <input type="checkbox"/> Town Clerk                   |
| <input checked="" type="checkbox"/> Bldg. Comm. | <input checked="" type="checkbox"/> Planning Bd. | <input checked="" type="checkbox"/> Tyngs Water Dist. |

REQUEST FOR COMMENT FORM

To: All Departments, Boards, Commissions and Committees  
From: Board of Selectmen  
Date: 12 / 28 / 2015  
Re: Request for Comment on a Project 40R by Mr. Christopher Cox

2016 JAN -4 PM 1:15  
BOARD OF SELECTMEN  
TYNGSBOROUGH, MA.

TYPE OF Permit: To determine the eligibility of a "Smart Growth Overlay Zoning District"

APPLICANT(S) NAME: Veterans Hope Foundation

OWNER(S) NAME: Christopher Cox

NAME OF BUSINESS: Veterans Hope Foundation

BUSINESS ADDRESS: Lakeview Avenue and Frost Road

Dear Departments/Boards/Commissions/Committees:

The Board of Selectmen will consider at the hearing whether to submit an application to the DHCD for determination of eligibility of a "Smart Growth Overlay Zoning District at Lakeview Avenue and Frost Road.

Please return by: 10:00 AM on 1/8/2016.

If your Agency Must take action prior to issuance of this license please so indicate action.

COMMENTS: Highway Dept. Has no Comment.

Prepared by: Jim Hustins (Print) Date: 1 / 4 / 16  
Signature: James R. Hustins  
Department Head: Jim Hustins (Print) Date: 1 / 4 / 16  
Signature: James R. Hustins

Cc:  ACO  Collector  Sewer Comm.  
 Assessors  Conservation  TFD  
 ZBA  DPW  TPD  
 Health  Historical  Town Clerk  
 Bldg. Comm.  Planning Bd.  Tyngs Water Dist.

REQUEST FOR COMMENT FORM

To: All Departments, Boards, Commissions and Committees  
From: Board of Selectmen  
Date: 12 / 28 / 2015  
Re: Request for Comment on a Project 40R by Mr. Christopher Cox

TYPE OF Permit: To determine the eligibility of a "Smart Growth Overlay Zoning District"

APPLICANT(S) NAME: Veterans Hope Foundation

OWNER(S) NAME: Christopher Cox

NAME OF BUSINESS: Veterans Hope Foundation

BUSINESS ADDRESS: Lakeview Avenue and Frost Road

Dear Departments/Boards/Commissions/Committees:

The Board of Selectmen will consider at the hearing whether to submit an application to the DHCD for determination of eligibility of a "Smart Growth Overlay Zoning District at Lakeview Avenue and Frost Road.

Please return by: 10:00 AM on 1/8/2016.

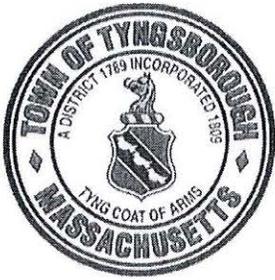
If your Agency Must take action prior to issuance of this license please so indicate action.

COMMENTS: See attached letter.  
Capacity available, infrastructure  
upgraded may be required  
at applicant's expense.

Prepared by: \_\_\_\_\_ (Print) Date: \_\_\_ / \_\_\_ / \_\_\_  
Signature: \_\_\_\_\_

Department Head:  (Print) Date: 1 / 4 / 15  
Signature: \_\_\_\_\_

- 
- Cc:     ACO                                     Collector                                     Sewer Comm.  
 Assessors                                     Conservation                                     TFD  
 ZBA     DPW     TPD  
 Health     Historical     Town Clerk  
 Bldg. Comm.                                     Planning Bd.                                     Tyngs Water Dist.



**Town of Tyngsborough  
Sewer Commission**

25 Bryants Lane,  
Tyngsborough, Massachusetts 01879-1003  
978-649-2300 x134

2015 Jan 4<sup>th</sup>  
2015 DEC 35 AM 9:24  
BOARD OF SELECTMEN  
TYNGSBOROUGH, MA.

December 30, 2015

Peter J. Nicosia  
Nicosia & Assoc., P.C.  
259 Middlesex Rd.  
Tyngsboro, MA 01879

Re: 40R Project – Pine Ridge Village – Frost Rd./Lakeview Ave.

Dear Peter,

I am writing in response to your request for a letter regarding available sewer capacity for the above-referenced project.

We are in receipt of a letter from the project engineer, Brian Milisci of Whitman & Bingham Assoc., dated Dec. 10, 2015. The letter outlines the use and estimated sewer capacity required for this project. The total estimated daily flow based on this letter is 10,450 gal's./day.

We forwarded this information to our consultant, Woodard & Curran. They reviewed our Dracut Build-Out report and confirmed that we currently have the capacity available. We did not however, review our existing infrastructure to determine if this added flow will have adverse effect on our system. At some point, we would need to review this situation to see if any changes or upgrades may be necessary to add this capacity to our system. If any such work would be required, it would be at the expense of your client.

If you have any further questions, please do not hesitate to contact us.

Respectfully,

Jeffrey Hannaford  
Chairman

REQUEST FOR COMMENT FORM

To: All Departments, Boards, Commissions and Committees  
From: Board of Selectmen  
Date: 12 / 28 / 2015  
Re: Request for Comment on a Project 40R by Mr. Christopher Cox

2016 JAN 4 AM 9:29  
BOARD OF SELECTMEN  
TYNGSBOROUGH, MA.

TYPE OF Permit: To determine the eligibility of a "Smart Growth Overlay Zoning District"

APPLICANT(S) NAME: Veterans Hope Foundation

OWNER(S) NAME: Christopher Cox

NAME OF BUSINESS: Veterans Hope Foundation

BUSINESS ADDRESS: Lakeview Avenue and Frost Road

Dear Departments/Boards/Commissions/Committees:

The Board of Selectmen will consider at the hearing whether to submit an application to the DHCD for determination of eligibility of a "Smart Growth Overlay Zoning District at Lakeview Avenue and Frost Road.

Please return by: 10:00 AM on 1/8/2016.

If your Agency Must take action prior to issuance of this license please so indicate action.

COMMENTS: A Notice of Intent Must be filed with the Conservation Department will Repeal a Stormwater Permit

Prepared by: Marro M.S. (Print)  
Signature: [Signature]

Date: 12 / 31 / 15

Department Head: Marro M.S. (Print)  
Signature: [Signature]

Date: 12 / 31 / 15

- |   |  |   |
|---|--|---|
| Cc: <input type="checkbox"/> ACO                | <input checked="" type="checkbox"/> Collector    | <input checked="" type="checkbox"/> Sewer Comm.       |
| <input checked="" type="checkbox"/> Assessors   | <input checked="" type="checkbox"/> Conservation | <input checked="" type="checkbox"/> TFD               |
| <input checked="" type="checkbox"/> ZBA         | <input checked="" type="checkbox"/> DPW          | <input checked="" type="checkbox"/> TPD               |
| <input checked="" type="checkbox"/> Health      | <input type="checkbox"/> Historical              | <input type="checkbox"/> Town Clerk                   |
| <input checked="" type="checkbox"/> Bldg. Comm. | <input checked="" type="checkbox"/> Planning Bd. | <input checked="" type="checkbox"/> Tyngs Water Dist. |

REVIEWED  
Date: 12-31-15  
Mott Marro, Conservation Director



## Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State Zip
18 69 0	147 FROST RD	GME PROPERTIES LLC		276 MIDDLESEX RD UNIT 4	TYNGSBOROUGH MA	01879
19 73 0	11 MT PAUL RD	STE MARIE CORY M &	PIDGEON AMANDA J	11 MT PAUL RD	TYNGSBOROUGH MA	01879
19 79 0	15 MT PAUL RD	BUTH THIARA KIM		15 MT PAUL RD	TYNGSBOROUGH MA	01879
<del>19 79A 0</del>	<del>128 FROST RD</del>	<del>KOPELMAN ROBERT D</del>		<del>P O BOX 610407</del>	<del>NEWTON MA</del>	<del>02461</del>
19 80 0	130 FROST RD	KOPELMAN ROBERT D		P O BOX 610407	NEWTON MA	02461
<del>19 90 0</del>	<del>3 WATERWAY PL</del>	<del>ATHAS ROBERT J</del>	<del>NELIA M</del>	<del>3 WATERWAY PL</del>	<del>TYNGSBOROUGH MA</del>	<del>01879</del>
<del>19 90 4</del>	<del>8 WATERWAY PL</del>	<del>PAQUETTE ERIC R</del>	<del>RHONDA E</del>	<del>8 WATERWAY PL</del>	<del>TYNGSBOROUGH MA</del>	<del>01879</del>
<del>19 90 5</del>	<del>4 WATERWAY PL</del>	<del>MEY CHRISTOPHER &amp; BOPHA D</del>		<del>4 WATERWAY PL</del>	<del>TYNGSBOROUGH MA</del>	<del>01879</del>
<del>19 91 0</del>	<del>145 FROST RD</del>	<del>TYNGSBOROUGH WATER DISTRIK</del>		<del>87 02 PROGRESS AV</del>	<del>TYNGSBOROUGH MA</del>	<del>01879</del>
<del>19 92 0</del>	<del>4 LAKEVIEW AV</del>	<del>COX CHRISTOPHER J</del>		<del>P O BOX 382</del>	<del>TYNGSBOROUGH MA</del>	<del>01879</del>
<del>19 93 0</del>	<del>1 LAKEVIEW AV</del>	<del>SHYJAN MICHAEL + JOAN MARIE</del>		<del>6 SARAH LN</del>	<del>CHELMSFORD MA</del>	<del>01824</del>
25 13 2	125 FROST RD	TON KEALY T &	TON THANH V	125 FROST RD	TYNGSBOROUGH MA	01879
25 13 3	127 FROST RD	WAGNER JAMES F		127 FROST RD	TYNGSBOROUGH MA	01879
25 13 4-10	10 CRICONES WAY	MICKLOVICH SHAWN		10 CRICONES WAY	TYNGSBOROUGH MA	01879
25 13 4-12	12 CRICONES WAY	GARG HIMANSHU	GARG ANKITA	12 CRICONES WAY	TYNGSBOROUGH MA	01879
25 13 4-14	14 CRICONES WAY	S & S APOSTOLOS FAMILY TRUST	SPENCER & STELLA APOST	14 CRICONES WAY	TYNGSBOROUGH MA	01879
25 13 4-16	16 CRICONES WAY	MISTRY PERHAAD &	GAZDAR KHUSHNAMA PERC	16 CRICONES WAY	TYNGSBOROUGH MA	01879
25 13 4-18	18 CRICONES WAY	KRUSE NICOLE K		18 CRICONES WAY	TYNGSBOROUGH MA	01879
25 13 4-20A	20 CRICONES WAY	PATEL ARTI B		20 CRICONES WAY	TYNGSBOROUGH MA	01879
25 13 4-22	22 CRICONES WAY	MELLONAKOS MILDRED		22 CRICONES WAY	TYNGSBOROUGH MA	01879
25 13 4-24	24 CRICONES WAY	SHAH SUNITA P		24 CRICONES WAY	TYNGSBOROUGH MA	01879
25 13 4-26	26 CRICONES WAY	ROKETENETZ CHERYL		26 CRICONES WAY	TYNGSBOROUGH MA	01879
25 13 4-28A	28 CRICONES WAY	MARIN HECTOR F		28 CRICONES WAY	TYNGSBOROUGH MA	01879
25 13 4-30	30 CRICONES WAY	DUNGAN LEROY W &	DUNGAN PATRICIA J	30 CRICONES WAY	TYNGSBOROUGH MA	01879
25 13 4-32	32 CRICONES WAY	WANG XIAO YUN &	LIU YI XING	32 CRICONES WAY	TYNGSBOROUGH MA	01879
25 13 4-34A	34 CRICONES WAY	CHUM SOPHORN		34 CRICONES WAY	TYNGSBOROUGH MA	01879
25 13 4-36A	36 CRICONES WAY	WHEELER DEBORAH A		36 CRICONES WAY	TYNGSBOROUGH MA	01879
25 13 4-38	38 CRICONES WAY	PAULAUSKAS RICHARD A &	PAULAUSKAS LISA ANN	38 CRICONES WAY	TYNGSBOROUGH MA	01879
25 13 4-8	8 CRICONES WAY	CRICONES CARLA A	PAGE ANDREW B	8 CRICONES WAY	TYNGSBOROUGH MA	01879
<del>25 14 0</del>	<del>10 LAKEVIEW AV</del>	<del>DEAN RICHARD N</del>	<del>ELAINE N</del>	<del>10 LAKEVIEW AV</del>	<del>TYNGSBOROUGH MA</del>	<del>01879</del>
<del>25 15 0</del>	<del>18 APOLLO DR</del>	<del>SINUON VICHET</del>	<del>MELLISSA</del>	<del>18 APOLLO DR</del>	<del>TYNGSBOROUGH MA</del>	<del>01879</del>
<del>25 16 0</del>	<del>16 LAKEVIEW AV</del>	<del>RIN RATH</del>		<del>16 LAKEVIEW AV</del>	<del>TYNGSBOROUGH MA</del>	<del>01879</del>
<del>25 17 0</del>	<del>20 22 LAKEVIEW AV</del>	<del>HORGAN ROBERT V JR</del>		<del>20 LAKEVIEW AV</del>	<del>TYNGSBOROUGH MA</del>	<del>01879</del>
<del>25 68 0</del>	<del>19 LAKEVIEW AV</del>	<del>MEZIANE ADIL BEN</del>		<del>19 LAKEVIEW AVE</del>	<del>TYNGSBOROUGH MA</del>	<del>01879</del>
25 69 0	15 LAKEVIEW AV	HUBERT LINDA		P O BOX 365	PELHAM MNH	03076-1919

End of Report

Done

Pg 1 31  
64

## Abuffers List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State Zip
18 58 0	31 FLETCHER DR	TOWN OF TYNGSBOROUGH	MEMORIAL CEMETERY	25 BRYANTS LN	TYNGSBOROUGH MA	01879
18 64 F 0	18 NORRIS RD	NORRIS LLC		119 HAMPSON ST	DRACUT MA	01826
18 65 0	19 NORRIS RD	FURLONG MATTHEW &	FURLONG MARCIE	19 NORRIS ROAD	TYNGSBOROUGH MA	01879
18 66 0	13 NORRIS RD	BORODAWKA MARIE L LIFE EST	LONGLEY LINDA MARIE &	13 NORRIS RD	TYNGSBOROUGH MA	01879
18 67 0	7 NORRIS RD	GILINSON JUDITH A &	WELCH NORMAN & BONNIE	7 NORRIS RD	TYNGSBOROUGH MA	01879
18 69 0	147 FROST RD	GMF PROPERTIES LLC		276 MIDDLESEX RD UNIT 4	TYNGSBOROUGH MA	01879
<del>19 91 0</del>	<del>145 FROST RD</del>	<del>TYNGSBOROUGH WATER DISTRIK</del>		<del>67-02 PROGRESS AV</del>	<del>TYNGSBOROUGH MA</del>	<del>01879</del>
19 92 0	4 LAKEVIEW AV	COX CHRISTOPHER J		P O BOX 382	TYNGSBOROUGH MA	01879
24 10 0	25 NORRIS RD	PROVENCHER MICHAEL F	PROVENCHER HEIDI M	25 NORRIS RD	TYNGSBOROUGH MA	01879
24 2 0	40 NORRIS RD	ARMITAGE JAMES F		40 NORRIS RD	TYNGSBOROUGH MA	01879
24 45 0	<del>50 NORRIS RD</del>	<del>TOWN OF TYNGSBOROUGH</del>	HIGH SCHOOL	25 BRYANTS LN	TYNGSBOROUGH MA	01879
24 4A 0	NORRIS RD	COX CHRISTOPHER		P O BOX 382	TYNGSBOROUGH MA	01879
24 4A 3	7 KATY LN	CLARK JOSEPH E &	TERESA M	7 KATY LN	TYNGSBOROUGH MA	01879
24 4A 4	3 KATY LN	ING MICHAEL T & STEPHANIE		3 KATY LN	TYNGSBOROUGH MA	01879
24 4A 5	KATY LN	CANNON DEV CO	C/O PETER CRICONES	P O BOX 468	TYNGSBOROUGH MA	01879-0468
24 5 0	45 NORRIS RD	CARVALHO FRANCISCO J	ROSE MARIE	45 NORRIS RD	TYNGSBOROUGH MA	01879
24 6 0	41 NORRIS RD	MCCAFFERTY LINDA A		41 NORRIS RD	TYNGSBOROUGH MA	01879
24 8 0	39 NORRIS RD	BOISVERT ALBERT L REVOCABLE	BOISVERT, ALBERT L TRUS	39 NORRIS RD	TYNGSBOROUGH MA	01879
24 9 0	33 NORRIS RD	BOGACZ MATTHEW J	COLLEEN J	33 NORRIS RD	TYNGSBOROUGH MA	01879
25 14 0	10 LAKEVIEW AV	DEAN RICHARD N	ELAINE N	10 LAKEVIEW AV	TYNGSBOROUGH MA	01879
25 15 0	18 APOLLO DR	SINUON VICHET	MELLISSA	18 APOLLO DR	TYNGSBOROUGH MA	01879

*End of Report*

*Dave*

*12/2*

*17*

## Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State Zip
18 69 0	147 FROST RD	GMF PROPERTIES LLC		276 MIDDLESEX RD UNIT 4	TYNGSBOROUGH MA	01879
19 91 0	145 FROST RD	TYNGSBOROUGH WATER DISTRI		87-02 PROGRESS AV	TYNGSBOROUGH MA	01879
19 92 0	4 LAKEVIEW AV	COX CHRISTOPHER J		P O BOX 382	TYNGSBOROUGH MA	01879
19 93 0	1 LAKEVIEW AV	SPYJAN MICHAEL + JOAN MARIE		8 SARAH LN	CHELMSFORD MA	01824
24 49 0	8 BESSIE LN	GIORDANO STEPHEN P &	PAULINE M	8 BESSIE LN	TYNGSBOROUGH MA	01879
24 4A 0	NORRIS RD	COX CHRISTOPHER		P O BOX 382	TYNGSBOROUGH MA	01879
24 4A 1	4 KATY LN	BLAIS ALLEN J	PATRICIA A	4 KATY LN	TYNGSBOROUGH MA	01879
24 4A 2	8 KATY LN	DRAGOUMANOS GEORGIA A		8 KATY LN	TYNGSBOROUGH MA	01879
24 4A 3	7 KATY LN	CLARK JOSEPH E &	TERESA M	7 KATY LN	TYNGSBOROUGH MA	01879
24 4A 4	3 KATY LN	ING MICHAEL T & STEPHANIE		3 KATY LN	TYNGSBOROUGH MA	01879
24 50 0	12 BESSIE LN	DRAGOUMANOS JOHN		12 BESSIE LN	TYNGSBOROUGH MA	01879
24 51 0	11 BESSIE LN	GENDREAU STEPHEN	CHRISTINA	11 BESSIE LN	TYNGSBOROUGH MA	01879
25 14 0	18 LAKEVIEW AV	DEAN RICHARD N	ELAINE N	18 LAKEVIEW AV	TYNGSBOROUGH MA	01879
25 15 0	18 APOLLO DR	SINJON VICHET	MELLISSA	18 APOLLO DR	TYNGSBOROUGH MA	01879
25 15 1	6 APOLLO DR	CARNEY DAVID A	LISA M	6 APOLLO DR	TYNGSBOROUGH MA	01879
25 15 2	12 APOLLO DR	FOSTER WAYNE R	LISA A	12 APOLLO DR	TYNGSBOROUGH MA	01879
25 15 3	17 APOLLO DR	GIOUMBAKIS EVANGELOS	ADRIANA	17 APOLLO DR	TYNGSBOROUGH MA	01879
25 15 4	11 APOLLO DR	JARVIS DAVID &	JARVIS LESLIE	11 APOLLO DR	TYNGSBOROUGH MA	01879
25 16 0	16 LAKEVIEW AV	RIN RATH		16 LAKEVIEW AV	TYNGSBOROUGH MA	01879
25 17 0	20 22 LAKEVIEW AV	HORGAN ROBERT V JR		20 LAKEVIEW AV	TYNGSBOROUGH MA	01879
25 18 0	24 LAKEVIEW AV	SARMENTO KATHERINE C	BOWEN ELIZABETH E	24 LAKEVIEW AV	TYNGSBOROUGH MA	01879
25 19 0	28 LAKEVIEW AV	COURSEY ELISE T &	FRENETTE ELAINE M	28 LAKEVIEW AV	TYNGSBOROUGH MA	01879
25 20 0	30 LAKEVIEW AV	MICHELIN DORIS M LIFE ESTATE	MICHELIN HELEN	30 LAKEVIEW AV	TYNGSBOROUGH MA	01879
25 21 0	36 LAKEVIEW AV	NORMAN & JANET BERRY FAMILY	BERRY N H SR & J C TRUST	36 LAKEVIEW AV	TYNGSBOROUGH MA	01879
25 66 0	29 LAKEVIEW AV	LESSARD EMILE	PAULINE	29 LAKEVIEW AV, P O BOX 3	TYNGSBOROUGH MA	01879-0313
25 67 0	25 LAKEVIEW AV	LEKAS WILLIAM E	ELAINE M	25 LAKEVIEW AV	TYNGSBOROUGH MA	01879
25 68 0	19 LAKEVIEW AV	MEZIANE ADIL BEN		19 LAKEVIEW AVE	TYNGSBOROUGH MA	01879
25 69 0	15 LAKEVIEW AV	HUBERT LINDA		P O BOX 365	PELHAM MNH	03076-1919

End of Report

Done

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## Abuffers List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
18 1 0	148 FROST RD	KOROSKI FRANCIS W &	MAKIEJ JOYCE	P O BOX 341	TYNGSBOROUGH MA		01879
<del>18 69 0</del>	<del>147 FROST RD</del>	<del>GMF PROPERTIES LLC</del>		<del>276 MIDDLESEX RD UNIT 4</del>	<del>TYNGSBOROUGH MA</del>		<del>01879</del>
19 90 0	3 WATERWAY PL	ATHAS ROBERT J	NELIA M	3 WATERWAY PL	TYNGSBOROUGH MA		01879
19 90 1	7 WATERWAY PL	LABAO HELIO	MARIA	7 WATERWAY PL	TYNGSBOROUGH MA		01879
19 90 4	8 WATERWAY PL	PAQUETTE ERIC R	RHONDA E	8 WATERWAY PL	TYNGSBOROUGH MA		01879
19 90 5	4 WATERWAY PL	MEY CHRISTOPHER & BOPHA D		4 WATERWAY PL	TYNGSBOROUGH MA		01879
<del>19 91 0</del>	<del>145 FROST RD</del>	<del>TYNGSBOROUGH WATER DISTRIK</del>		<del>87-02 PROGRESS AV</del>	<del>TYNGSBOROUGH MA</del>		<del>01879</del>
<del>19 92 0</del>	<del>4 LAKEVIEW AV</del>	<del>COX CHRISTOPHER J</del>		<del>P O BOX 382</del>	<del>TYNGSBOROUGH MA</del>		<del>01879</del>
19 93 0	1 LAKEVIEW AV	SHYJAN MICHAEL + JOAN MARIE		6 SARAH LN	CHELMSFORD MA		01824
<del>24 4A 0</del>	<del>NORRIS RD</del>	<del>COX CHRISTOPHER</del>		<del>P O BOX 382</del>	<del>TYNGSBOROUGH MA</del>		<del>01879</del>
<del>25 14 0</del>	<del>10 LAKEVIEW AV</del>	<del>DEAN RICHARD N</del>	<del>ELAINE N</del>	<del>10 LAKEVIEW AV</del>	<del>TYNGSBOROUGH MA</del>		<del>01879</del>
<del>25 15 0</del>	<del>18 APOLLO DR</del>	<del>SINUON VICHET</del>	<del>MELLISSA</del>	<del>18 APOLLO DR</del>	<del>TYNGSBOROUGH MA</del>		<del>01879</del>
<del>25 16 0</del>	<del>16 LAKEVIEW AV</del>	<del>RIN RATH</del>		<del>16 LAKEVIEW AV</del>	<del>TYNGSBOROUGH MA</del>		<del>01879</del>

End of Report

*Done*

*pg 4*

## Abutters List

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
25 45 0	18 APOLLO DR	SINUON VICHET	MELLISSA	18 APOLLO DR	TYNGSBOROUGH MA		01879
25 45 1	6 APOLLO DR	CARNEY DAVID A	LISA M	6 APOLLO DR	TYNGSBOROUGH MA		01879
25 45 2	12 APOLLO DR	FOSTER WAYNE R	LISA A	12 APOLLO DR	TYNGSBOROUGH MA		01879
25 16 0	16 LAKEVIEW AV	RIN RATH		16 LAKEVIEW AV	TYNGSBOROUGH MA		01879
25 17 0	20 22 LAKEVIEW AV	HORGAN ROBERT V JR		20 LAKEVIEW AV	TYNGSBOROUGH MA		01879
25 48 0	24 LAKEVIEW AV	SARMENTO KATHERINE C	BOWEN ELIZABETH E	24 LAKEVIEW AV	TYNGSBOROUGH MA		01879
25 49 0	28 LAKEVIEW AV	COURSEY ELISE T &	ERENETTE ELAINE M	28 LAKEVIEW AV	TYNGSBOROUGH MA		01879
25 20 0	30 LAKEVIEW AV	MICHELIN DORIS M LIFE ESTATE	MICHELIN HELEN	30 LAKEVIEW AV	TYNGSBOROUGH MA		01879
25 65 0	29 LAKEVIEW AV	LESSARD EMILE	PAULINE	29 LAKEVIEW AV, P O BOX 3	TYNGSBOROUGH MA		01879-0313
25 67 0	25 LAKEVIEW AV	LEKAS WILLIAM E	ELAINE M	25 LAKEVIEW AV	TYNGSBOROUGH MA		01879
25 68 0	19 LAKEVIEW AV	MEZIANE ADIL BEN		19 LAKEVIEW AVE	TYNGSBOROUGH MA		01879
25 69 0	15 LAKEVIEW AV	HUBERT LINDA		P O BOX 365	PELHAM MAH		03076-1819

*End of Report*

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# Classifieds

### 102 Autos for Sale

2006 Chevy Malibu  
4 Cyl, AT, 105K, 2 new  
tires & new brakes  
\$3200  
603-493-0038

2007 Chevy Malibu V-6  
89K. New brakes, 2 new  
tires, full power. \$4,200  
(603) 493-0038

### 132 Wanted Will Buy Autos

John's Truck & Auto Salvage  
Paying up to \$1000 for  
junk cars & trucks.  
Call 800-894-4361

\$\$\$  
KAZANJIAN'S USED  
PARTS  
Junk Vehicles Wanted  
We also buy scrap metal  
\$100 Cash and up!  
978-970-4900

### 214 Attic, Cellar & Odd Jobs

CLEAN UP/CLEAN OUT  
Attics, cellars, garages.  
FREE Est. Call Myke/Joe  
7 DAYS A WEEK  
978-995-5257 /  
978-256-5015  
Senior Disc. We  
also buy homes & the  
contents

### 243 Elderly Care/ Sr. Lifestyle

Homemaker available  
for need  
Companionship, light  
housekeeping, errands  
run. Please Call Janette  
at 978-458-9040.  
Excellent references!

### 268 Drywall & Plastering

AFFORDABLE  
DRYWALL  
AND PAINTING

Water Damage Repair  
Free estimates.

### 315 Landscaping & Trees

A.B. PAUL'S  
DISCOUNT  
TREE SERVICE

Tree Removal,  
Snow Removal  
FULLY INSURED.  
BEST PRICES.

All Credit Cards Accepted  
Call 978-375-3489  
or 978-851-4330

### 341 Painting & Paper Hanging

★ CHOOSE THE PROS  
QUALITY PAINTING  
PAPER HANGING  
WALL PAPER REMOVAL  
NIVEN & SON  
978-441-1419  
FREE ESTIMATES  
Veterans & Senior  
15+ YEARS IN THE

WALLPAPER  
REMOVAL  
AND HANGING  
CEILINGS REFINISH  
ALL TYPES  
OF PAINTING  
Free Estimate  
Call Larry  
603-930-01

### 350 Roofing

IDEAL ROOFING  
AND CHIMNEYS

All types of roof  
ice panels, heat  
installing for ice  
tection of roof  
GEORGE FOREMAN  
Senior disc  
978-957-3669  
leaks are on  
Snow and ice  
moved from  
gutters.  
emerge  
mitation fur coat.  
Call 978-458-9692  
Men's Beautiful  
978-458-9692

### 452 Plumbing

Personal designer  
able heater, \$15.  
978-453-9816  
Some n  
vary from  
MEDICAL FOOT  
(603) 857-0560

### Help Wanted General

THE SUN  
Newspaper delivery  
es available in  
& North Billerica  
and Youth routes  
available. For more  
ation, please call  
District Manager  
8-970-4870

### Misc. for Sale

Industrial high bay  
xtures, 250 watt  
light, multi voltage  
mps \$30 080  
978-692-2765

### Wanted to Buy

ANTIQUE ITEMS  
knives, medals,  
s, helmets, flags,  
etc. 603-886-7346

SEBALL, BUYING  
Sports cards and  
emorabilia.  
-203-557-0856  
203-767-2407

### \$251-\$500

gas dryer, \$295.  
old 32" HD 1080  
\$150. Microwave  
6. 978-332-6871

ware set, \$25.  
ware set, \$25  
w movies, \$20  
8)454-5633

SANDER, master  
mechanic \$20  
978-957-3669

GEORGE FOREMAN  
Senior disc  
978-957-3669

SINGLE CUP  
brewer, \$35.  
8-649-6602

mitation fur coat.  
Call 978-458-9692  
Men's Beautiful  
978-458-9692

mic cube electric  
heater, \$15. 978-  
453-9816

Personal designer  
able heater, \$15.  
978-453-9816

MEDICAL FOOT  
(603) 857-0560

### 764 \$251-\$500

Planer Blades. 3-4", 3.6"  
& 3.12" \$30, 5lbs 6D  
finish nales \$7  
978-957-0698

Samsung 32" flatscreen  
picture tube TV w/remote  
& manual, exc. condit.  
\$25. 978-453-9816

WOOD & COAL STOVE.  
Takes 16" log. \$150.  
978-649-6602

WOOD STOVE  
Good condition. \$250,  
603-498-0647

### 802 Apartments

1-2-3-4 BEDROOMS  
Affordable Apts. &  
Studios, \$500 & up.  
All utils incl. Sec. 8 Wel-  
come. 978-456-2552

### ★ DRACUT ★

Duplex. 2BR, laundry hook  
ups, yard, parking, base-  
ment, \$1150/mo. No utili-  
ties. No pets. No smoking.  
Nice view.

### ★ 978-452-7451 ★

### ★ DRACUT ★

Duplex. 2BR, laundry hook  
ups, yard, parking, base-  
ment, \$1150/mo. No  
utilities. No pets. No  
smoking. Nice yard.

### ★ 978-452-7451 ★

LOWELL  
5-7 mins walk to UMASS  
North Campus. Shared  
large townhouse, 1.5  
bath, w/ back porch,  
starting \$625+ utils.  
Available Now. No pets.  
First & last 2 months.  
20 Marshall  
Terrace.  
Call 781-888-4726

### 836 Rooms

1 & 2 Furnished Rooms &  
STUDIOS. Finest in Lowell.  
Cooking, laundry, private  
bath. All utils.  
978-458-2552

### Public Notice

Commonwealth of  
Massachusetts  
The Trial Court

### Office

WEALTH OF  
HUSSETTS  
COURT  
OF THE  
COURT  
REAL

011564  
OF NOTICE  
M. Polak &  
erty, Trustees

Trust Trust  
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benefit of the

275 Totman  
U.S.C. App.  
q.: Steven A.  
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275 Totman

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Trust, dated

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Members status. If  
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members Civil

G. If you object to  
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erton Square,  
MA 02108 on or  
February 15, 2016  
will be forever

om claiming that  
entitled to the  
its of said Act.  
Judith C. Cutler,  
tice of said Court  
January 4, 2016  
st. Deborah J.  
rison, Recorder  
January 11, 2016

### Public Notice

Town of Tyngsborough  
Office of the Board of  
Selectmen

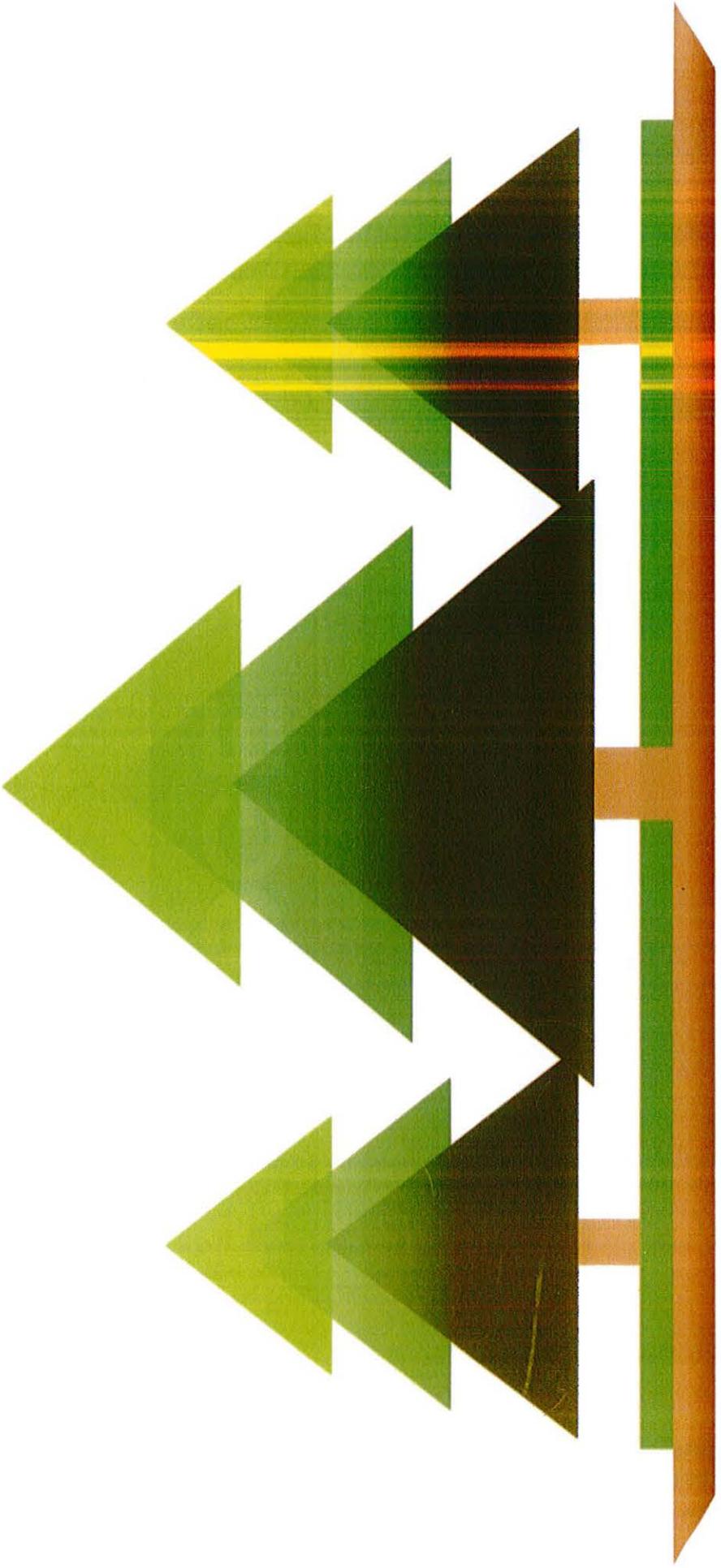
Notice of Public Hearing  
Notice is hereby given that  
a PUBLIC HEARING will be  
held by the Tyngsborough  
Board of Selectmen in the  
Selectmen's Meeting  
Room, Tyngsborough  
Town Hall, 25 Bryants  
Lane, Tyngsborough,  
Massachusetts 01879 at  
7:00 pm on Monday,  
January 25, 2016 to  
present, and hear  
testimony and comment  
from interested persons  
pursuant to M.G.L. c. 40R,  
s. 11, 760 CMR 59.00 and  
M.G.L. c.40A, s.11. The  
public is encouraged to  
submit any comments in  
writing to the Board of  
Selectmen or in person at  
the hearing. The Board of  
Selectmen will consider at  
the hearing whether to  
submit an application to  
the Department of Housing  
and Community  
Development (DHCD)

pursuant to the provisions  
of M.G.L. c. 40R and 760  
CMR 59.00 for  
determination of eligibility  
of a "Smart Growth  
Overlay Zoning District"

applicable to the following  
properties identified on the  
Town of Tyngsborough  
Tax Assessor's Map as: 0  
Norris Road (24-4A-0); 18  
Apollo Drive (25-15-0); 24  
Lakeview Avenue (25-18-  
0); 4 Lakeview Avenue  
(19-92-0), and 1 Lakeview  
Avenue (19-93-0). All  
properties combined total  
approximately 26.6 acres  
of land more or less.

Adoption of a Smart  
Growth Overlay Zoning  
District would allow for a  
mix of business and  
residential uses that  
comply with smart growth  
standards. Maps and text  
of all materials being  
considered at the public  
hearing are available for  
review at the Office of the  
Board of Selectmen during  
regular Town Hall business  
hours.

January 11, 18, 2016.



# PINE RIDGE VILLAGE

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**40R Benefit Analysis**....Page 9

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## Project Overview

**Pine Ridge Village** will be a “mixed-use” development consisting of commercial, single family residential, and multi-family residential. The project is described as a 40-R Smart Growth Overlay District Development.

The location is nestled in a heavily wooded area of tall pine trees in Tyngsborough, Massachusetts within close proximity to U.S. Route 3 (approximately 3 miles), and only minutes from tax free New Hampshire.

The look will be consistent with a village-like atmosphere with plenty of stone walls, areas for flower gardens that are professionally landscaped, benches and walkways will be placed throughout, illuminated by colonial style street lamps.

The portion of this development which is classified as residential will have three single family homes, one duplex, and an apartment complex consisting of two buildings, 24 units each, accommodating those 55 years of age and older. Offered in this adult community are spacious one bedroom and two bedroom garden style apartment homes. Amenities will include a washer, dryer, dishwasher, garbage disposal, air conditioning, granite countertops, hardwood flooring, tile flooring, plush carpeting, and wireless internet in every apartment as well as elevators and professional property management and maintenance (Available 24/7). Public transportation is available to the residents of Pine Ridge Village by way of the Lowell Regional Transit Authority which stops right at Pine Ridge Village as part of its normal route. The Tyngsborough Council on Aging also offers paratransit services for the elderly and disabled, which allows easy access for residents to area restaurants, shops and entertainment.

The portion of this development classified as commercial will bring some highly desired features to the area. A gas station and country store will provide residents with the convenience of a “one stop shop”. With the loss of three convenience stores in Tyngsborough, and no gas stations within approximately three miles from the development site, this proposal only serves to benefit the community. An office building, with three units, totaling 2,400 square feet, is also proposed in this development.

**Pine Ridge Village is proud to provide 25% of its apartments to seniors who earn less than 80% of the area median income (AMI)**

Developed by: Veterans Hope Foundation, Inc.

---

P.O. Box 382 Tyngsborough, Massachusetts 01879-0382 | 978-277-6422 | [www.veteranshopefoundation.us](http://www.veteranshopefoundation.us)

# PINE RIDGE VILLAGE PARCEL INFORMATION

## 0 Norris Road

Highlighted on the map in orange

Acres: 9.34

Owner: Christopher J. Cox

## 4 Lakeview Avenue

Highlighted on the map in blue

Acres: 2.25

Owner: Christopher J. Cox

## 18 Apollo Drive

Highlighted on the map in pink

Acres: 10.00

Owner: Vichet & Mellissa Sinuon

## 24 Lakeview Avenue

Highlighted on the map in tan

Acres: 0.91

Owner: Mark Sarmento

## 1 Lakeview Avenue

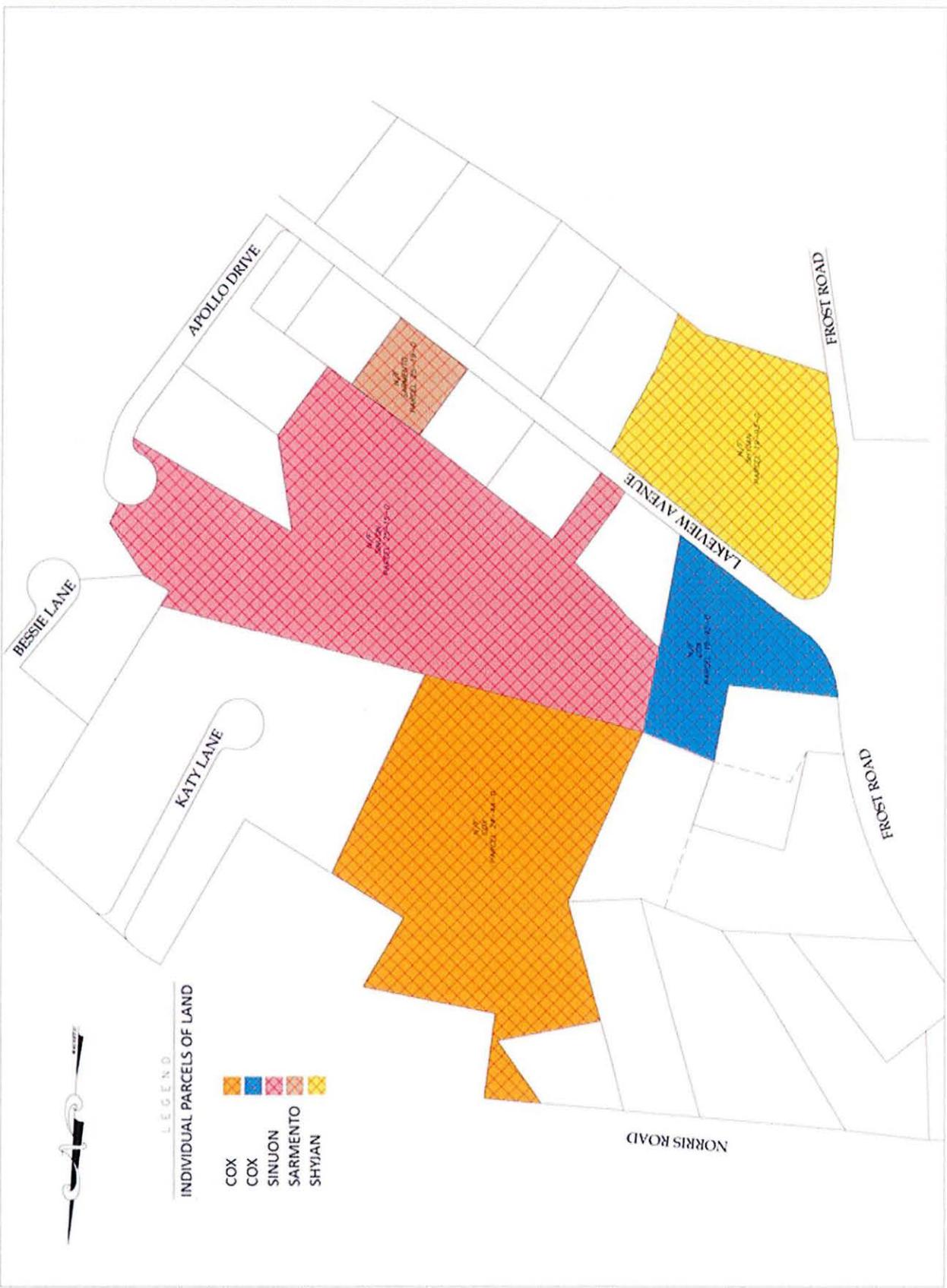
Highlighted on the map in yellow

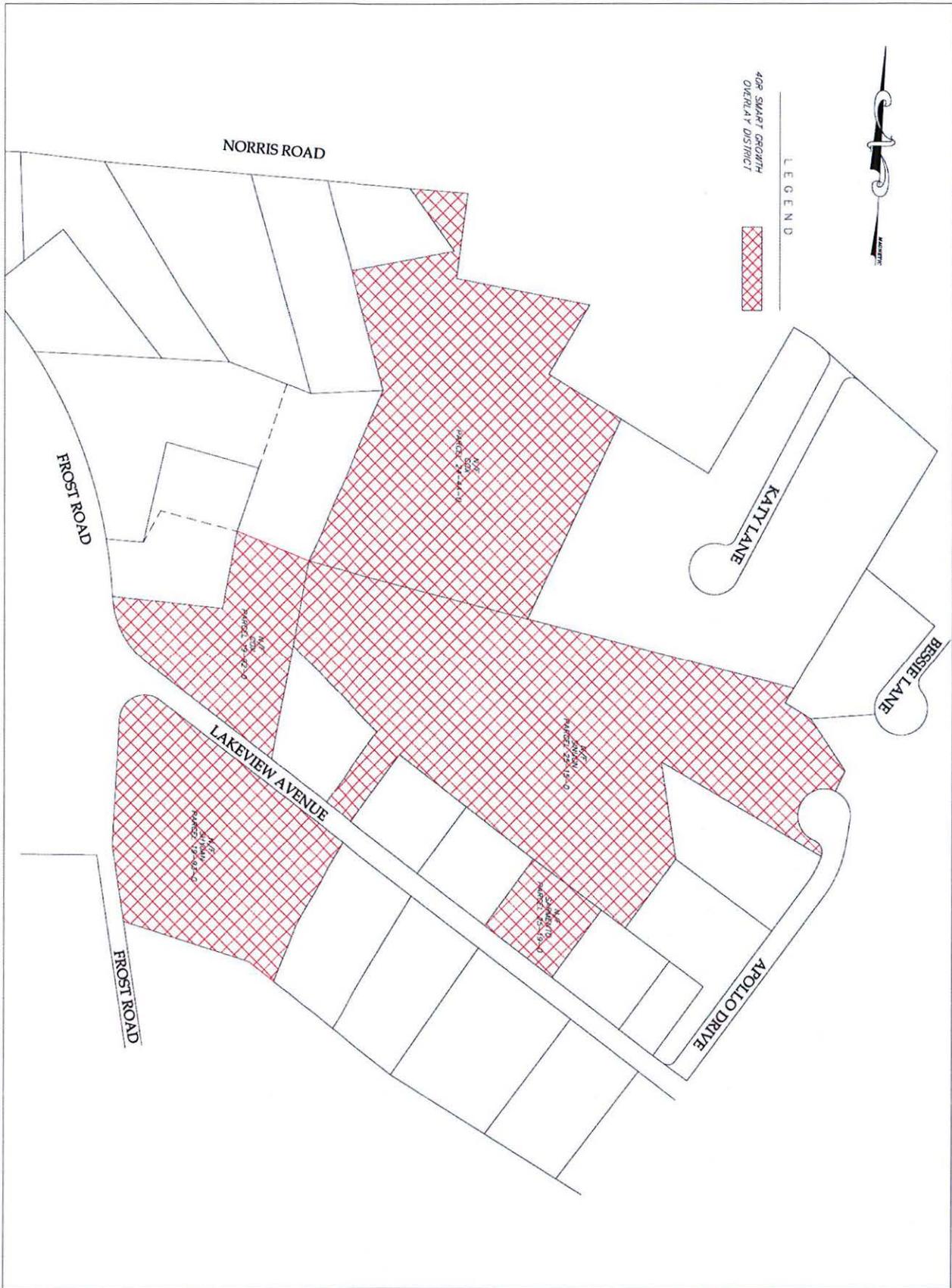
Acres: 4.10

Owner: Michael, Joan Marie Shyjan, &  
Christopher J. Cox

**Total Acreage: 26.60**

 <b>WHITMAN-BINCHAM ASSOCIATES</b> 1000 STATE STREET, SUITE 200 BOSTON, MASSACHUSETTS 02116 TEL: 617.552.1000 FAX: 617.552.1001 WWW.WHITMANBINCHAM.COM		PROPOSED OVERLAY DISTRICT FOR FROST ROAD/LAKEVIEW AVENUE/NORRIS ROAD TYNOSBOROUGH, MASSACHUSETTS CHRISTOPHER J. COX LAND DEVELOPER & BUILDER 54 KENNEDY ROAD LOWELL, MASSACHUSETTS 01854 (978) 465-7278																	
SHEET NO. 1 SHEET NAME: JOB NUMBER DATE: SEPTEMBER 4, 2015 SCALE: 1" = 100' DRAWN BY: [REDACTED] CHECKED BY: [REDACTED]	REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DESCRIPTION	DATE	BY													PLAN NO. 1502 FIELD BOOK REF. 1502	DRAWN BY: [REDACTED] CHECKED BY: [REDACTED]
NO.	DESCRIPTION	DATE	BY																





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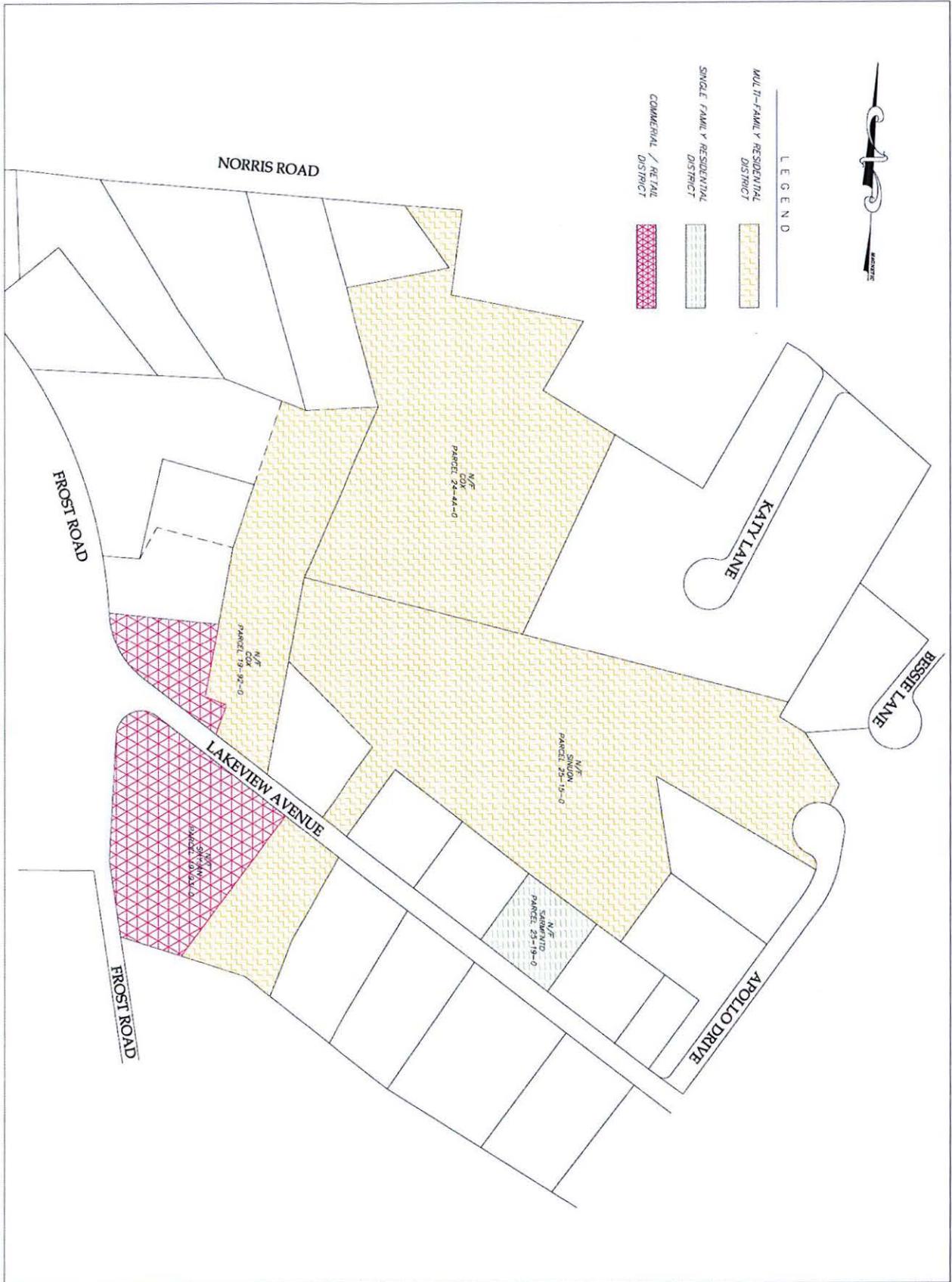
**WHITMAN & BINGHAM ASSOCIATES**  
REGISTERED ENGINEERS & LAND SURVEYORS  
500 STATE STREET  
LEONARDER MASSACHUSETTS 01854  
TEL: 978-265-7228  
FAX: 978-265-7228


**PROPOSED OVERLAY DISTRICT**  
FOR  
**FROST ROAD/LAKEVIEW AVENUE/NORRIS ROAD**  
IN  
**TYNGSBOROUGH, MASSACHUSETTS**

PREPARED FOR:  
**CHRISTOPHER J. COX**  
LAND DEVELOPER & BUILDER  
44 ACROPOLIS ROAD  
LOWELL, MASSACHUSETTS 01854  
(978) 265-7728

REVISIONS			
NO.	DESCRIPTION	DATE	BY

DRAWN BY: BFM	CHECKED BY: BFM
DATE: SEPTEMBER 4, 2015	SCALE: 1" = 100'
SHEET NUMBER: 1 OF 1	JOB NUMBER: 12973
COMPS: 9592	PLAN NUMBER: 4-L-881
PLAN REF(S): NONE	FIELD BOOK REF(S):



[7]



**WHITMAN & BINGHAM ASSOCIATES**  
REGISTERED ENGINEERS & LAND SURVEYORS  
400 N. MAIN STREET  
LEWISTON, MASSACHUSETTS 01846  
TEL. #978-451-1200  
FAX #978-451-1201

PROPOSED OVERLAY DISTRICT  
FOR  
FROST ROAD/LAKEVIEW AVENUE/NORRIS ROAD  
IN  
TYNGSBOROUGH, MASSACHUSETTS

PREPARED FOR:  
CHRISTOPHER J. COX  
LAND DEVELOPER & BUILDER  
54 ACROPOLIS ROAD  
LOWELL, MASSACHUSETTS 01854  
(978) 265-7728

REVISIONS		
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DRAWN BY: BFM	CHECKED BY: BFM
DATE: SEPTEMBER 4, 2015	SCALE: 1" = 100'
SHEET NUMBER: 1 OF 1	JOB NUMBER: 12973
COMPS: 9592	PLAN NUMBER: 4-L-881
PLAN REF(S): NONE	FIELD BOOK REF(S):



# 40R Benefit Analysis for the town of Tyngsborough, MA

PINE RIDGE VILLAGE PROJECT	
Location of Project	Lakeview Avenue/Frost Road
Total Acreage of Project	26.60
<i>(Number of Apartments)</i>	48
<i>(Number of Homes)</i>	4
<i>(Number of Duplex Units)</i>	2
Total Number of Units for Project	54
Zoning Incentive Payment to town	\$75,000
Density Bonus Payment to town (\$3,000 per unit)	\$162,000
<b>Total Payment to town</b>	<b>\$237,000</b>



## ***Town of Tyngsborough***

### ***Assessor's Office***

25 Bryants Lane  
Tyngsborough, Ma 01879  
(978) 649-2300 ext. 121  
Fax: (978) 649-2327

**Chief Assessor**  
Lauren M. Woekel  
**Assistant Assessor**  
Jennifer Wilson

**Board of Assessors**  
Ann Conant, Chair  
Marc Welch  
Marie Lambert

December 28, 2015

Mr. Christopher J. Cox, Founder  
Veterans Hope Foundation  
P O Box 382  
Tyngsborough, Ma 01879

Dear Mr Cox,

I have reviewed your Projected Revenue Cash Flow as it pertains to the proposed Pine Ridge Village Project located in the area of Lakeview Avenue and Frost Road.

The total area of the proposed project is 26.60 acres consisting of:

- (2) 24 unit apartment buildings
- (3) Single family homes
- (1) Residential duplex
- (1) Renovation of existing single family home
- (1) Professional office building with 2 units
- (1) Country store with 3 pump gas station

The proposal estimates annual taxes in the amount of \$128,012 to be generated as a result of this project.

After reviewing the town's current valuation methodology and Fiscal Year 2016 tax rate of \$17.56/1,000, the calculations that you presented are quite reasonable. In addition, there will be taxes assessed for the Community Preservation Surcharge, which have not been taken into account with your calculations.

If you have any questions, please feel free to contact me. Office hours are Monday, Tuesday & Thursday 8:30am to 4:00pm; Wednesday 8:30am to 12:00pm; and Friday 8:30am to 12:30pm.

Sincerely,

Lauren M. Woekel  
*Chief Assessor*

## Projected Revenue Cash Flow for the town of Tyngsborough, MA

### PINE RIDGE VILLAGE PROJECT

Location of Project	Lakeview Avenue/Frost Road
Total Acreage of Project	26.60
<b>Building 1: 24 Apartments</b>	
Value Per Building	\$2,400,000
(\$2,400,000 x 90%)	\$2,160,000
(\$2,160,000 / 1000)	2,160
(2,160 x 17.56 tax rate)	\$37,929.60
<b>Building 2: 24 Apartments</b>	
Value Per Building	\$2,400,000
(\$2,400,000 x 90%)	\$2,160,000
(\$2,160,000 / 1000)	2,160
(2,160 x 17.56 tax rate)	\$37,929.60
<b>Total Taxes for Apartment Buildings</b>	<b>\$75,859.20</b>

<b>3 Single Family Houses</b>	
Value Per House	\$400,000
(\$400,000 x 90%)	\$360,000
(\$360,000 / 1000)	360
(360 x 17.56 tax rate)	\$6,321.60
<b>Total Taxes for 3 Houses</b>	<b>\$18,964.80</b>
<b>1 Duplex</b>	
Value Per Building	\$400,000
(\$400,000 x 90%)	\$360,000
(\$360,000 / 1000)	360
(360 x 17.56 tax rate)	\$6,321.60
<b>Total Taxes for 1 Duplex</b>	<b>\$6,321.60</b>
<b>Existing Single Family House</b>	
Value Per Building	\$300,000
(\$300,000 x 90%)	\$270,000
(\$270,000 / 1000)	270
(270 x 17.56 tax rate)	\$4,741.20
<b>Total Taxes for Existing House</b>	<b>\$4,741.20</b>

Building 1: 2 Offices	
Value Per Building	\$500,000
(\$500,000 x 90%)	\$450,000
(\$450,000 / 1000)	450
(450 x 17.56 tax rate)	\$7,902.00
<b>Total Taxes for 1 Office Building</b>	<b>\$7,902.00</b>
Country Store/Gas Station	
Value Per Building	\$900,000
(\$900,000 x 90%)	\$810,000
(\$810,000 / 1000)	810
(810 x 17.56 tax rate)	\$14,223.60
<b>Total Taxes for 1 Store/Gas Station</b>	<b>\$14,223.60</b>

<b>Pine Ridge Village (Total Annual Taxes)</b>	<b>\$128,012.40</b>
--	---------------------

# Contractors

- General Contractor Jay Berglund from Berglund Enterprises, Inc.
- Attorney Peter Nicosia from Law Office Of Nicosia & Associates, P.C.
- Brian Milisci from Whitman & Bingham Associates
- Jim Jozokos from Jozokos Architects, Inc.

# Berglund Enterprises, Inc.

**Jay Berglund**  
*President*

**Berglund Enterprises, Inc.**

**20 Atlantic Ave**  
**Woburn, MA 01801**

**(781) 879-3406**  
**[jay@berglundhomes.com](mailto:jay@berglundhomes.com)**

# Nicosia & Associates, P.C. Attorneys at Law

**Peter J. Nicosia Esq.**  
*Attorney At Law*

**Nicosia & Associates, P.C. Attorneys at Law**

259 Middlesex Road  
Tyngsboro, MA 01879

Phone: (978) 649-4300

Toll Free: (866) 215-9248

Fax: (978) 649-9306

Email: **[nicosia@nicosia-associates.com](mailto:nicosia@nicosia-associates.com)**



**WHITMAN & BINGHAM**  
A S S O C I A T E S

**Brian F. Milisci, P.E.**  
*Principal*

**Whitman & Bingham Associates**  
**Registered Engineers - Land Surveyors**  
**Environmental Planners**

**510 Mechanic Street**  
**Leominster, MA 01453**

**Tel (978) 537-5296**  
**Fax (978) 537-1423**

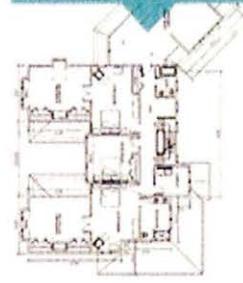
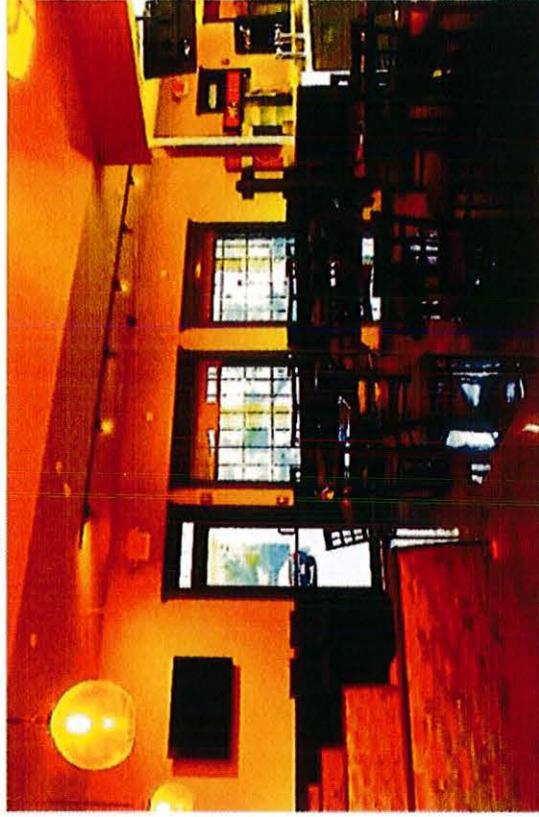
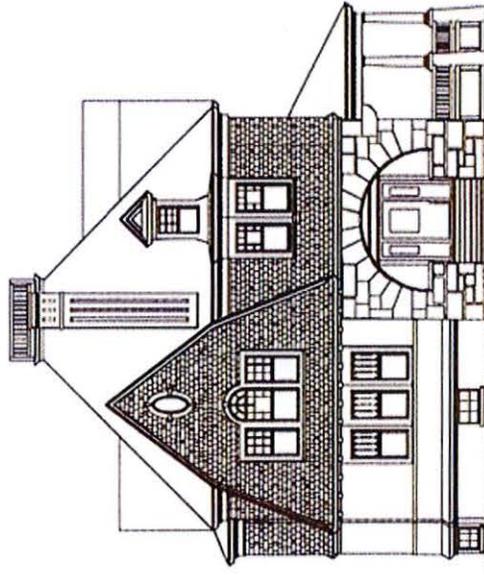
# JOZOKOS ARCHITECTS INC

visit us at: [jzokosarchitects.com](http://jzokosarchitects.com)

Massachusetts, New Hampshire & Maine

978-985-1813

[jzokos@comcast.net](mailto:jzokos@comcast.net)



Jim Jozokos, Architect

Phone: 978-985-1813

E-mail: [jzokos@comcast.net](mailto:jzokos@comcast.net)

Web: [jzokosarchitects.com](http://jzokosarchitects.com)

# Conclusion

Pine Ridge Village is a development of Veterans Hope Foundation, Inc. which is a domestic for-profit organization. The company's focus is in adult communities and military related projects (such as: wellness centers, hospitality centers, and veteran themed communities) Veterans Hope Foundation, Inc. has written into their corporate bylaws that 20% of profits will be donated to non-profit organizations (with tax exempt status). The developments created by Veterans Hope Foundation, Inc. will offer housing to veterans as a priority.



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**Duplex Architectural Drawing....***Page 25*

**Office Space Architectural Drawing and Floor Plan....***Page 26-27*

**Office Space Pre Lease Letters of intent....***Page 28-42*

**Country Store....***Page 43-44*

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**Former Gas Station Information....Page 59-63**







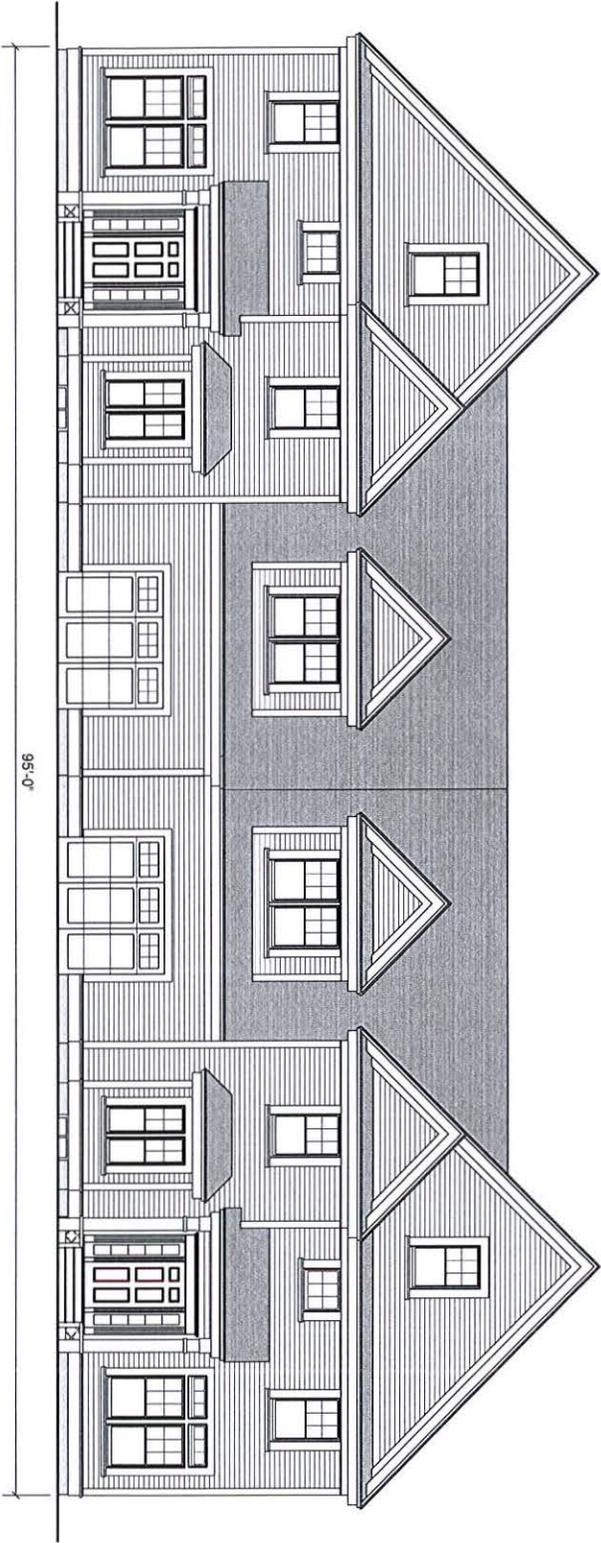
**24 Lakeview Avenue Tyngsborough, MA 01879**

**CURRENT TAXES BEING PAID**

Value of House		\$269,500
	<i>(\$269,500 x 90%)</i>	\$242,550
	<i>(\$242,550 / 1000)</i>	242.55
	<i>(242.55 x 17.56 tax rate)</i>	\$4,259.18
<b>TOTAL TAXES FOR HOUSE</b>		<b>\$4,259.18</b>

**3 FUTURE HOUSES (ESTIMATED) TAXES BEING PAID**

Value Per House		\$400,000
	<i>(\$400,000 x 90%)</i>	\$360,000
	<i>(\$360,000 / 1000)</i>	360
	<i>(360 x 17.56 tax rate)</i>	\$6,321.60
<b>TOTAL TAXES FOR 3 HOUSES</b>		<b>\$18,964.80</b>



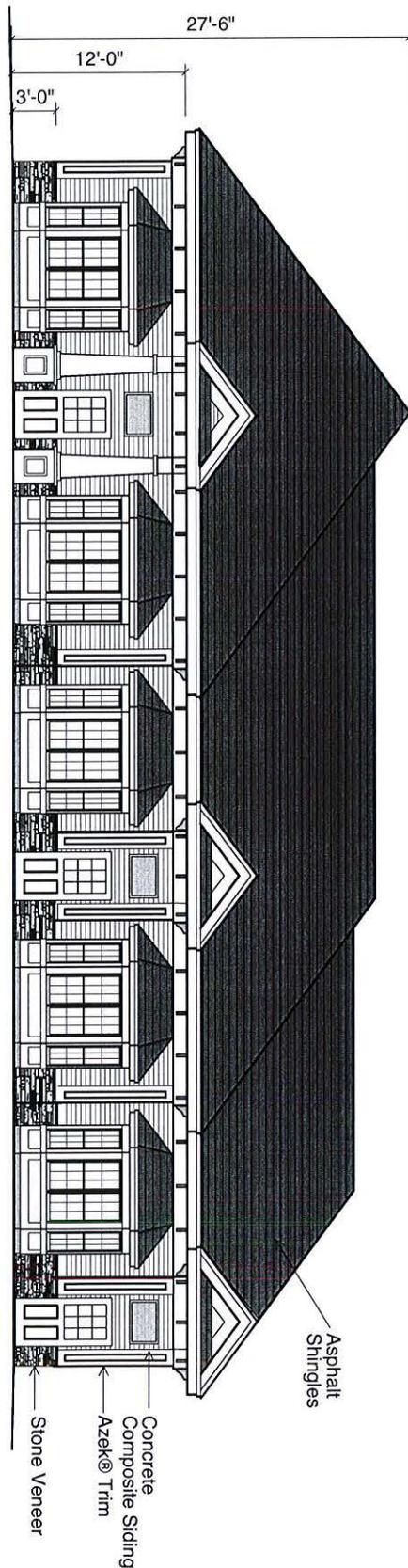
**FRONT ELEVATION**  
SCALE: 3/16" = 1'-0"

95'-0"

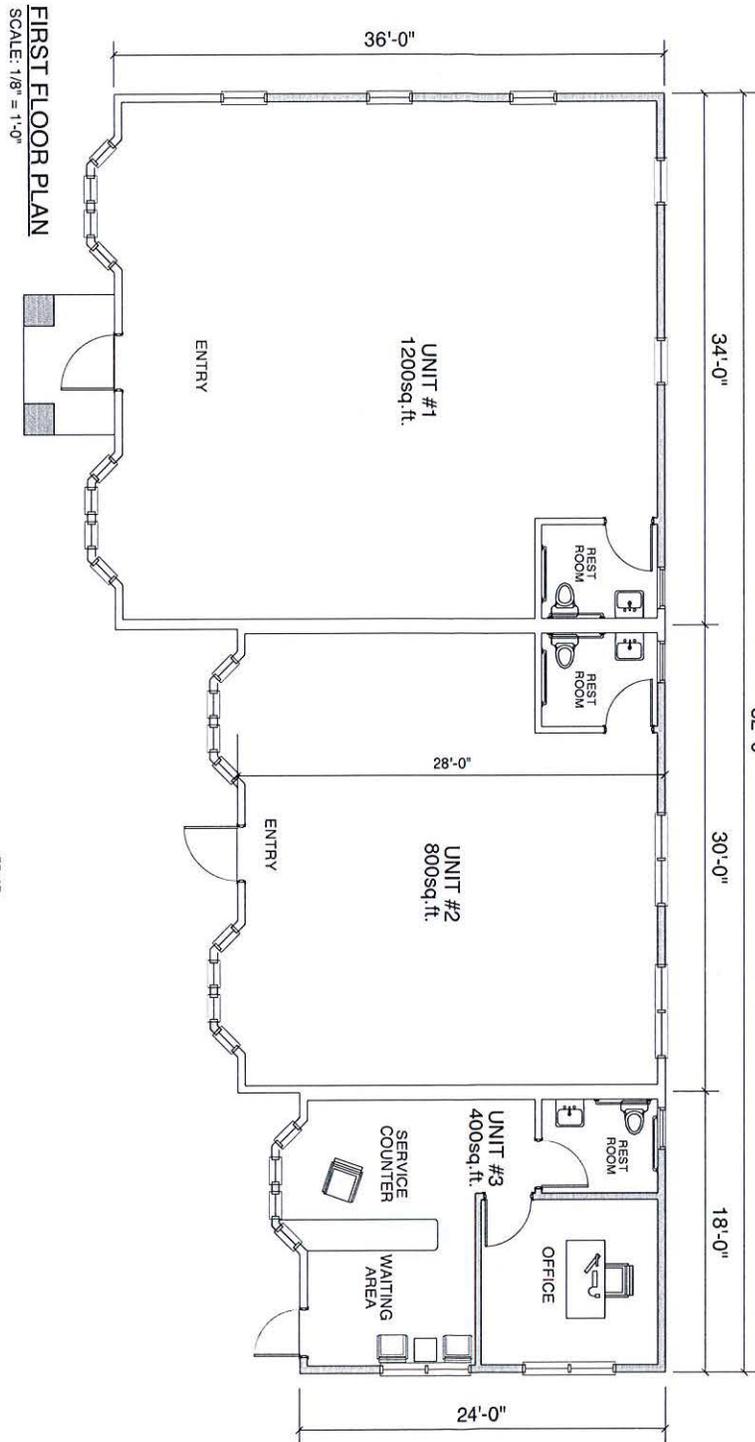
[25]

This Drawing is conceptual only. The actual construction documents may vary due to design changes necessary to meet current codes and regulations. Any major design changes are subject to Board scrutiny.

<p><b>FOR BOARD APPROVAL ONLY</b> <b>NOT FOR CONSTRUCTION</b></p>	Title:	Project:	Copyright © Jozokos Architecture, Inc. All rights reserved. This document shall not be copied, duplicated, replicated or otherwise reproduced in any form whatsoever without the prior written permission of Jozokos Architecture, Inc. This document is not effective unless signed & sealed by James J. Jozokos, Architect.	Date:	<p>Project No.: <b>1555</b></p>
		<p><b>DUPLEX</b> <b>LOT #2 LAKEVIEW AVE</b> <b>TYNGSBOROUGH, MA</b></p>		<p><b>Dec. 30, 2015</b></p> <p>Drawn By: JJ</p> <p>Checked By: JJ</p>	
<p>Jozokos Architecture Inc. 1147 Main Street #115, Tewksbury, MA (978) 985-1813 jozokos@comcast.net</p>					



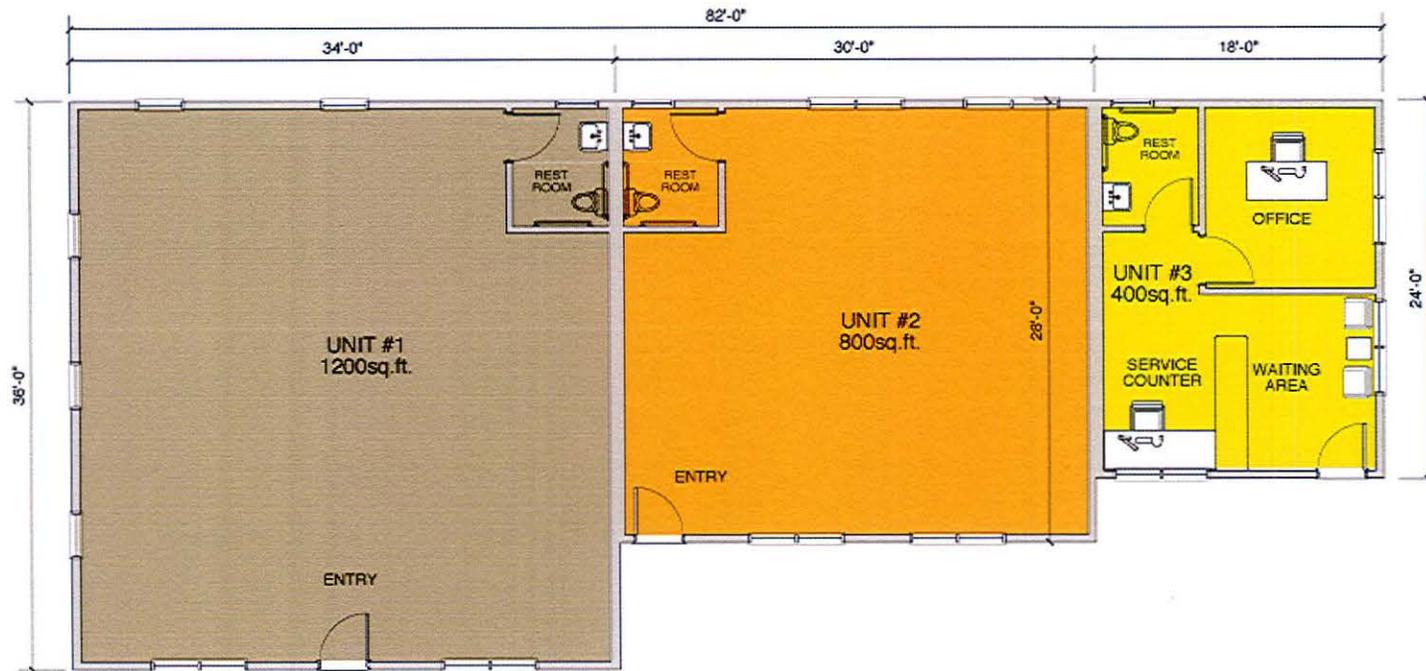
**FRONT ELEVATION**  
SCALE: 1/8" = 1'-0"



**FIRST FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

[26]

<p style="color: red; font-weight: bold; transform: rotate(-45deg);">FOR BOARD APPROVAL ONLY NOT FOR CONSTRUCTION</p>	Title:	Project:	Copyright © Jozokos Architecture, Inc. All rights reserved. This document shall not be copied, duplicated, replicated or otherwise reproduced in any form whatsoever without the prior written permission of Jozokos Architecture, Inc. This document is not effective unless signed & sealed by James J. Jozokos, Architect.	Date:	Project No.:
		<p><b>LAKEVIEW PLAZA LOT #1 LAKEVIEW AVE TYNGSBOROUGH, MA</b></p>		<p><b>Dec. 22, 2015</b></p>	<p><b>1542</b></p>
				Drawn By:	JJ
				Checked By:	JJ
<p>Jozokos Architecture Inc. 1147 Main Street #115, Tewksbury, MA (978) 985-1813 jozokos@comcast.net</p>					



**FIRST FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

**Legend**

- VHF, Inc.
- Susan Callahan Real Estate
- Tyngsborough Police Department

Sheet:		Title:	Project:	Date:	Project No.:
1 10	<b>PROGRESS NOT FOR CONSTRUCTION</b>	1ST FLOOR PLANS, NOTES	<b>LAKEVIEW PLAZA</b> Lot #1 Lakeview Avenue Dracut, Massachusetts	<b>Nov. 11, 2015</b>	<b>1542</b>
		Jozokos Architecture Inc.	1147 Main Street #115, Tewksbury, MA	(978) 985-1813	jozokos@comcast.net
		Copyright © Jozokos Architecture, Inc. All rights reserved. This document shall not be copied, duplicated, replicated or otherwise reproduced in any form whatsoever without the prior written permission of Jozokos Architecture, Inc. This document is not effective unless signed & sealed by James J. Jozokos, Architect.			Drawn By: JJ Checked By: JJ

## Pre Lease Letter of Intent to Lease

Date: November 12, 2015

To: Newly Formed LLC (Landlord)

From: Veterans Hope Foundation, Inc. (Tenant)

Re: Letter of Intent to Lease

Dear Veterans Hope Foundation, Inc.:

This Correspondence shall serve as a Pre Lease Letter of Intent to lease the property located at \_\_\_\_ Lakeview Avenue Tyngsborough MA 01879

### Proposed Terms and Conditions:

**Property:** *Legal Description:* Book 3863, Page 110

*Municipal Address:* \_\_\_\_ Lakeview Avenue Tyngsborough MA 01879.

### Intended Use:

Office Space

### Lease Term:

Primary term of the Lease to be 60 months (5) years commencing on completion of the premises' construction or Tenant's improvements the latter of which shall be the determining date. Tenant to be granted 2 renewal options each for a period of 60 months (5) years.

### Property Access:

Tenant to have full and complete access to the Property 45 days prior to Lease Commencement date in order for Tenant to initiate and complete Tenant improvements necessary for the intended use of the premises.

### Lease Rate:

Year(s)	\$/Sq. Ft. Per Year	Monthly Rent
<u>2016-2021</u>	<u>\$28,800</u>	<u>\$2,400</u>
<u>2022-2027</u>	<u>\$</u>	<u>\$</u>

2028-2033 \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Deposit:**

A deposit check in the amount equal to the first month's rent shall accompany the executed Lease Agreement.

**Expenses:**

The following details the party responsible for the respective expenses:

(Tenant / Landlord)

- A. Electricity (Demised Premises): Tenant
- B. Electricity (Exterior security lighting): Landlord
- C. Water / Sewer: \_\_\_\_\_
- D. Gas: Tenant
- E. Janitorial: Tenant
- F. Trash Removal (Exterior grounds/dumpster): Landlord
- G. Driveways/Yard/Grass etc.: Landlord
- H. Roof / Structural Maintenance: Landlord
- I. Interior / Exterior Maintenance: Landlord
- J. Window Washing: Tenant
- K. Liability Insurance: Tenant / Landlord
- L. Property / Fire & Extended Coverage Insurance: Tenant / Landlord
- M. Ad Valorem Taxes: \_\_\_\_\_
- N. Property Taxes: Landlord
- O. Lock / Keys: Landlord
- P. \_\_\_\_\_:

**HVAC:**

Landlord to insure that all HVAC systems are in good working condition prior to occupancy by Tenant. Thereafter, for a period of 1 year (360) days from date of occupancy, Landlord shall be responsible for any necessary repairs and/or replacement of said systems.

**Electricity/Plumbing:**

Landlord to insure that all existing electrical system(s) and plumbing system(s) are in good working condition prior to occupancy by Tenant. Landlord to warrant all plumbing for 360 day for from lease commencement. Thereafter Tenant shall be solely responsible for all plumbing systems, however, Tenant shall only be responsible for plumbing above the slab. After lease commencement, Tenant shall be responsible for all electrical systems.

**Permits:**

Lease Agreement is contingent upon Tenant obtaining all necessary permits to include occupancy, zoning, etc. necessary for operating Tenant's intended business.

**Signage:**

Tenant to be responsible for any new signage in front or attached to the leased Property. Landlord shall be responsible for the removal of any unwanted existing signage.

**Environmental:**

Tenant shall not be responsible for any existing contamination at the site. Although Tenant does not anticipate environmental problems, Tenant will require copies of whatever environmental information that the Landlord may have to assist in the environmental evaluation of the Property prior to Lease execution.

**ADA Compliance:**

If required by Massachusetts or Federal law, Landlord shall be responsible for the property complying with ADA regulations for restrooms and property access.

**Tenant:**

\_\_\_\_\_ (Name/Title)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Company)  
(Address)  
(Email Address)  
(Work Phone)  
(Cell Phone)

**Lease Agreement:**

Lease Agreement shall be provided by the Landlord.

**Pre Lease Agreement:**

This Letter of Intent is contingent on office building being built to Tenant's specifications and upon the tenant becoming the sales agent for the Veterans Hope Foundation and all of the units they intend to sell.

This Letter of Intent is also contingent on the negotiation and execution of a mutually acceptable lease for both the Tenant and the Landlord.

**Agency:**

Landlord and Tenant acknowledge and accept that the undersigned, Christopher J. Cox is the Designated Landlord and N/A is working as the Designated Buyer's Agent for the Tenant. The parties agree that no other agents and/or brokers are involved in this transaction or entitled to any fees or commissions in connection with the transaction contemplated herein.

Each party shall keep confidential all of the provisions of this Letter of Intent and all information each party obtains regarding the other party. Landlord shall not offer subject property to any other prospective tenant during the term of this Letter of Intent. This Letter of Intent supersedes any and all previous negotiations between Landlord and Tenant, whether written or verbal.

If the above terms and conditions are acceptable, please indicate in the appropriate space provided and provide a formal Lease Agreement for Tenant's review within ten (10) days of the acceptance date of this Letter of Intent. This proposal shall be valid until Town Approval of Project.

Sincerely,

Agreed to and Accepted:

**TENANT(S):**

**LANDLORD:**

---

Signature

Date

Signature

Date

---

Printed Name/Title

Printed Name/Title

---

Signature

Date

Signature

Date

---

Printed Name/Title

Printed Name/Title

## Pre Lease Letter of Intent to Lease

Date: November 12, 2015

To: Newly Formed LLC (Landlord)

From: Susan Callahan Real Estate Agency (Tenant)

Re: Letter of Intent to Lease

Dear Veterans Hope Foundation, Inc.:

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2028-2033                      \$23,814                      \$1,984.50

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The following details the party responsible for the respective expenses:

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- B. Electricity (Exterior security lighting):                      Landlord
- C. Water / Sewer:                      \_\_\_\_\_
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- H. Roof / Structural Maintenance:                      Landlord
- I. Interior / Exterior Maintenance:                      Landlord
- J. Window Washing:                      Tenant
- K. Liability Insurance:                      Tenant / Landlord
- L. Property / Fire & Extended Coverage Insurance:                      Tenant / Landlord
- M. Ad Valorem Taxes:                      \_\_\_\_\_
- N. Property Taxes:                      Landlord
- O. Lock / Keys:                      Landlord
- P. \_\_\_\_\_:                      \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Company)  
(Address)  
(Email Address)  
(Work Phone)  
(Cell Phone)

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Landlord and Tenant acknowledge and accept that the undersigned, Christopher J. Cox is the Designated Landlord and N/A is working as the Designated Buyer's Agent for the Tenant. The parties agree that no other agents and/or brokers are involved in this transaction or entitled to any fees or commissions in connection with the transaction contemplated herein.

Each party shall keep confidential all of the provisions of this Letter of Intent and all information each party obtains regarding the other party. Landlord shall not offer subject property to any other prospective tenant during the term of this Letter of Intent. This Letter of Intent supersedes any and all previous negotiations between Landlord and Tenant, whether written or verbal.

If the above terms and conditions are acceptable, please indicate in the appropriate space provided and provide a formal Lease Agreement for Tenant's review within ten (10) days of the acceptance date of this Letter of Intent. This proposal shall be valid until Town Approval of Project.

Sincerely,

Agreed to and Accepted:

**TENANT(S):**

**LANDLORD:**

<u><i>[Handwritten Signature]</i></u>	<u>11/12/15</u>	_____	_____
Signature	Date	Signature	Date

<u>Susan Callahan</u>	<u>Broker/Owner</u>	_____	_____
Printed Name/Title	Printed Name/Title		

_____	_____	_____	_____
Signature	Date	Signature	Date

**Pre Lease Letter of Intent to Lease**

Date: November 12, 2015

To: Newly Formed LLC (Landlord)

From: Tyngsborough Police Department (Tenant)

Re: Letter of Intent to Lease

Dear Veterans Hope Foundation, Inc.:

This Correspondence shall serve as a Pre Lease Letter of Intent to lease the property located at     Lakeview Avenue Tyngsborough MA 01879

**Proposed Terms and Conditions:**

**Property:** *Legal Description:* Book 3863, Page 110

*Municipal Address:*     Lakeview Avenue Tyngsborough MA 01879.

**Intended Use:**

Office Space

**Lease Term:**

Primary term of the Lease to be 60 months (5) years commencing on completion of the premises' construction or Tenant's improvements the latter of which shall be the determining date. Tenant to be granted 2 renewal options each for a period of 60 months (5) years.

**Property Access:**

Tenant to have full and complete access to the Property 45 days prior to Lease Commencement date in order for Tenant to initiate and complete Tenant improvements necessary for the intended use of the premises.

**Lease Rate:**

Year(s)	\$/Sq. Ft. Per Year	Monthly Rent
<u>2016-2021</u>	<u>\$9,600 (N/A)</u>	<u>\$800 (N/A)</u>
<u>2022-2027</u>	<u>\$</u>	<u>\$</u>

2028-2033 \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Deposit:**

A deposit check in the amount equal to the first month's rent shall accompany the executed Lease Agreement.

**Expenses:**

The following details the party responsible for the respective expenses:

(Tenant / Landlord)

- A. Electricity (Demised Premises): Tenant
- B. Electricity (Exterior security lighting): Landlord
- C. Water / Sewer: \_\_\_\_\_
- D. Gas: Tenant
- E. Janitorial: Tenant
- F. Trash Removal (Exterior grounds/dumpster): Landlord
- G. Driveways/Yard/Grass etc.: Landlord
- H. Roof / Structural Maintenance: Landlord
- I. Interior / Exterior Maintenance: Landlord
- J. Window Washing: Tenant
- K. Liability Insurance: Tenant / Landlord
- L. Property / Fire & Extended Coverage Insurance: Tenant / Landlord
- M. Ad Valorem Taxes: \_\_\_\_\_
- N. Property Taxes: Landlord
- O. Lock / Keys: Landlord
- P. \_\_\_\_\_:

**HVAC:**

Landlord to insure that all HVAC systems are in good working condition prior to occupancy by Tenant. Thereafter, for a period of 1 year (360) days from date of occupancy, Landlord shall be responsible for any necessary repairs and/or replacement of said systems.

**Electricity/Plumbing:**

Landlord to insure that all existing electrical system(s) and plumbing system(s) are in good working condition prior to occupancy by Tenant. Landlord to warrant all plumbing for 360 day for from lease commencement. Thereafter Tenant shall be solely responsible for all plumbing systems, however, Tenant shall only be responsible for plumbing above the slab. After lease commencement, Tenant shall be responsible for all electrical systems.

**Permits:**

Lease Agreement is contingent upon Tenant obtaining all necessary permits to include occupancy, zoning, etc. necessary for operating Tenant's intended business.

**Signage:**

Tenant to be responsible for any new signage in front or attached to the leased Property. Landlord shall be responsible for the removal of any unwanted existing signage.

**Environmental:**

Tenant shall not be responsible for any existing contamination at the site. Although Tenant does not anticipate environmental problems, Tenant will require copies of whatever environmental information that the Landlord may have to assist in the environmental evaluation of the Property prior to Lease execution.

**ADA Compliance:**

If required by Massachusetts or Federal law, Landlord shall be responsible for the property complying with ADA regulations for restrooms and property access.

**Tenant:**

\_\_\_\_\_ (Name/Title)

\_\_\_\_\_ (Company)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Email Address)

\_\_\_\_\_ (Work Phone)

\_\_\_\_\_ (Cell Phone)

**Lease Agreement:**

Lease Agreement shall be provided by the Landlord.

**Pre Lease Agreement:**

This Letter of Intent is contingent on office building being built to Tenant's specifications and upon the tenant becoming the sales agent for the Veterans Hope Foundation and all of the units they intend to sell.

This Letter of Intent is also contingent on the negotiation and execution of a mutually acceptable lease for both the Tenant and the Landlord.

**Agency:**

Landlord and Tenant acknowledge and accept that the undersigned, Christopher J. Cox is the Designated Landlord and N/A is working as the Designated Buyer's Agent for the Tenant. The parties agree that no other agents and/or brokers are involved in this transaction or entitled to any fees or commissions in connection with the transaction contemplated herein.

Each party shall keep confidential all of the provisions of this Letter of Intent and all information each party obtains regarding the other party. Landlord shall not offer subject property to any other prospective tenant during the term of this Letter of Intent. This Letter of Intent supersedes any and all previous negotiations between Landlord and Tenant, whether written or verbal.

If the above terms and conditions are acceptable, please indicate in the appropriate space provided and provide a formal Lease Agreement for Tenant's review within ten (10) days of the acceptance date of this Letter of Intent. This proposal shall be valid until Town Approval of Project.

Sincerely,

Agreed to and Accepted:

**TENANT(S):**

**LANDLORD:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Printed Name/Title



# Ma's Country Store

## Potential Services and Products

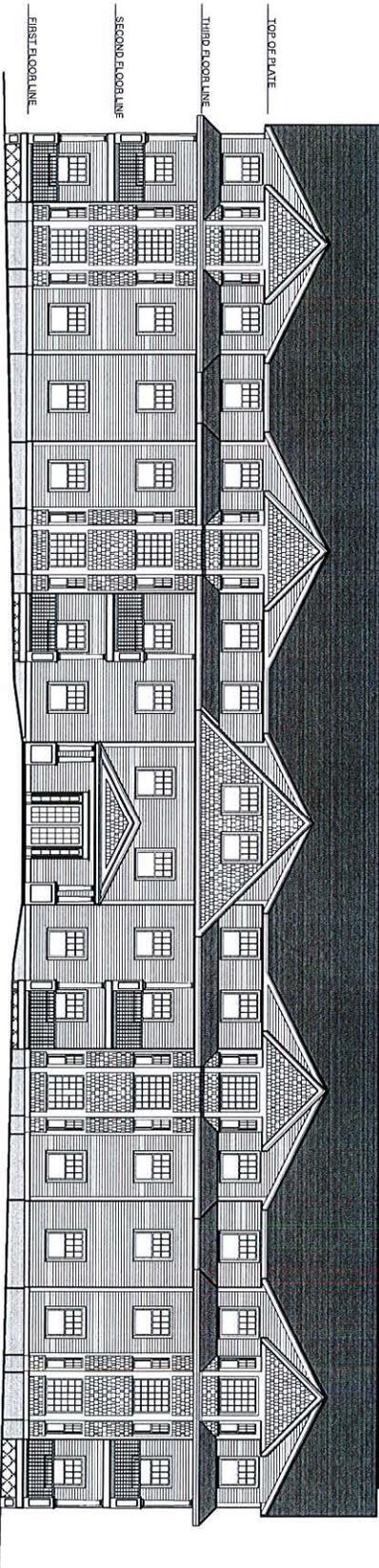
- ★ Pharmacy
- ★ Full service gas station
- ★ Liquor and specialty beer/wine
- ★ Mass State Lottery
- ★ Doughnuts and bakery
- ★ Military Memorabilia
- ★ Southern fried chicken, smoked baby back ribs, pulled pork, beef ribs, live lobsters, steamers, and muscles
- ★ Ice Cream: Raspberry Swirl, Coffee, Chocolate, Maple Walnut, Mint Oreo, French Vanilla, and Strawberry

**1 Lakeview Avenue Tyngsborough, MA 01879  
[4.1 Acres]**

<b>CURRENT TAXES BEING PAID</b>	
Value of House	\$271,400
<i>(\$271,400 x 90%)</i>	<i>\$244,260</i>
<i>(\$244,260 / 1000)</i>	<i>244.26</i>
<i>(244.26 x 17.56 tax rate)</i>	<i>\$4,289.21</i>
<b>TOTAL TAXES FOR HOUSE</b>	<b>\$4,289.21</b>

<b>FUTURE DEVELOPMENT (ESTIMATED) TAXES BEING PAID</b>	
Value Per House	\$400,000
<i>(\$400,000 x 90%)</i>	<i>\$360,000</i>
<i>(\$360,000 / 1000)</i>	<i>360</i>
<i>(360 x 17.56 tax rate)</i>	<i>\$6,321.60</i>
<b>TOTAL TAXES FOR 1 DUPLEX</b>	<b>\$6,321.60</b>

Value Per Building	\$500,000
<i>(\$500,000 x 90%)</i>	<i>\$450,000</i>
<i>(\$450,000 / 1000)</i>	<i>450</i>
<i>(450 x 17.56 tax rate)</i>	<i>\$7,902.00</i>
<b>TOTAL TAXES FOR 1 OFFICE BUILDING</b>	<b>\$7,902.00</b>
Value Per Building	\$900,000
<i>(\$900,000 x 90%)</i>	<i>\$810,000</i>
<i>(\$810,000 / 1000)</i>	<i>810</i>
<i>(810 x 17.56 tax rate)</i>	<i>\$14,223.60</i>
<b>TOTAL TAXES FOR STORE/GAS STATION</b>	<b>\$14,223.60</b>
<b>TOTAL TAXES FOR 1 LAKEVIEW AVENUE</b>	<b>\$28,447.20</b>



**FRONT ELEVATION**

SCALE: 3/32" = 1'-0"

[47]

This Drawing is conceptual only. The actual construction documents may vary due to design changes necessary to meet current codes and regulations. Any major design changes are subject to Board scrutiny.

<p><b>FOR BOARD APPROVAL ONLY NOT FOR CONSTRUCTION</b></p>	Title:	Project:	Copyright © Jozokos Architecture, Inc. All rights reserved. This document shall not be copied, duplicated, replicated or otherwise reproduced in any form whatsoever without the prior written permission of Jozokos Architecture, Inc. This document is not effective unless signed & sealed by James J. Jozokos, Architect.	Date:	Dec. 31, 2015	<p>Project No: <b>1523</b></p>
		<p><b>PINE RIDGE APARTMENTS LOT #3 LAKEVIEW AVE TYNGSBOROUGH, MA</b></p>		Drawn By:	JJ	
Jozokos Architecture Inc. 1147 Main Street #115, Tewksbury, MA		(978) 985-1813		jozokos@comcast.net		

**4 Lakeview Avenue Tyngsborough, MA 01879**

**CURRENT TAXES BEING PAID**

Value of House		\$244,500
	<i>(\$244,500 x 90%)</i>	\$220,050
	<i>(\$220,050 / 1000)</i>	220.05
	<i>(220.05 x 17.56 tax rate)</i>	\$3,864.08
<b>TOTAL TAXES FOR HOUSE</b>		<b>\$3,864.08</b>

**FUTURE DEVELOPMENT (ESTIMATED) TAXES BEING PAID**

Value Per Building		\$2,400,000
	<i>(\$2,400,000 x 90%)</i>	\$2,160,000
	<i>(\$2,160,000 / 1000)</i>	2,160
	<i>(2,160 x 17.56 tax rate)</i>	\$37,929.60
<b>Total Taxes for Two Apartment Buildings</b>		<b>\$75,859.20</b>

Value Per Building	\$300,000
<i>(\$300,000 x 90%)</i>	<i>\$270,000</i>
<i>(\$270,000 / 1000)</i>	<i>270</i>
<i>(270 x 17.56 tax rate)</i>	<i>\$4,741.20</i>
<b>Total Taxes for Existing House</b>	<b>\$4,741.20</b>
<b>TOTAL TAXES FOR 1 LAKEVIEW AVENUE</b>	<b>\$80,600.40</b>

## PINE RIDGE VILLAGE DEVELOPMENT

CURRENT TAXES BEING PAID (per year)	
1 Lakeview Avenue	\$4,289.21
4 Lakeview Avenue	\$3,864.08
24 Lakeview Avenue	\$4,259.18
<b>TOTAL TAXES FOR HOUSE</b>	<b>\$12,412.47</b>

FUTURE DEVELOPMENT (ESTIMATED) TAXES BEING PAID (per year)	
1 Lakeview Avenue	\$28,447.20
4 Lakeview Avenue	\$80,600.40
24 Lakeview Avenue	\$18,964.80
<b>TOTAL TAXES FOR 3 HOUSES</b>	<b>\$128,012.40</b>



## ***Town of Tyngsborough***

### ***Assessor's Office***

25 Bryants Lane  
Tyngsborough, Ma 01879  
(978) 649-2300 ext. 121  
Fax: (978) 649-2327

**Chief Assessor**  
Lauren M. Woekel  
**Assistant Assessor**  
Jennifer Wilson

**Board of Assessors**  
Ann Conant, Chair  
Marc Welch  
Marie Lambert

December 28, 2015

Mr. Christopher J. Cox, Founder  
Veterans Hope Foundation  
P O Box 382  
Tyngsborough, Ma 01879

Dear Mr Cox,

I have reviewed your Projected Revenue Cash Flow as it pertains to the proposed Pine Ridge Village Project located in the area of Lakeview Avenue and Frost Road.

The total area of the proposed project is 26.60 acres consisting of:

- (2) 24 unit apartment buildings
- (3) Single family homes
- (1) Residential duplex
- (1) Renovation of existing single family home
- (1) Professional office building with 2 units
- (1) Country store with 3 pump gas station

The proposal estimates annual taxes in the amount of \$128,012 to be generated as a result of this project.

After reviewing the town's current valuation methodology and Fiscal Year 2016 tax rate of \$17.56/1,000, the calculations that you presented are quite reasonable. In addition, there will be taxes assessed for the Community Preservation Surcharge, which have not been taken into account with your calculations.

If you have any questions, please feel free to contact me. Office hours are Monday, Tuesday & Thursday 8:30am to 4:00pm; Wednesday 8:30am to 12:00pm; and Friday 8:30am to 12:30pm.

Sincerely,

Lauren M. Woekel  
*Chief Assessor*

## PINE RIDGE VILLAGE DEVELOPMENT

### (ESTIMATED) FEES TO BE PAID TO TOWN OF TYNGSBOROUGH

Building Permit Fees	\$94,965.00
Sewer Permitting Fees	\$400,000.00
State Perks	\$240,000.00
Taxes Per Year	\$128,012.40
<b>TOTAL TAXES FOR 3 HOUSES</b>	<b>\$862,977.40</b>



*Commissioners*  
**Robert E. Corey**  
**William L. Morin**  
*Chairman-William "Zee" Zielinski*

**Mark R. Riopelle**  
*Superintendent*

**John M. Hudzik**  
*Field Service Manager*  
*Primary Distribution Operator*

**Debra H. Vinal**  
*Treasurer*

November 30, 2015

Pine Ridge Village Development LLC  
54 Acropolis Road  
Lowell, MA 01854

Attention: Christopher J. Cox

After a brief review of the submitted conceptual plans dated September 4, 2015 for Pine Ridge Village, the Dracut Water Supply District Board of Water Commissioners voted on November 18, 2015 to approve to supply water to the extent allowed per Chapter 498 of the Acts of 1953, Chapter 619 of the Acts of 1954, Chapter 467 of the Acts of 1957 and Chapter 516 of the Acts of 1982. There are water mains in the area of sufficient size to provide the volume and pressures to support this project.

This commitment to supply water is contingent on the following:

- This commitment requires final design plans showing the proposed water infrastructure is in compliance with District By-Laws, Rules & Regulations must be submitted to the Board of Water Commissioners for review and approval prior to construction.
- The commitment granted by the Board of Water Commissioners expires 2 years from the date of the Board of Water Commissioners meeting when the commitment was granted.
- Any change in the ownership of the project or any part thereof except as to original applicant requires re-submittal for District Board of Water Commissioners water approval.
- Unless otherwise agreed upon in writing between the present project owner and the District, the System and Development Fees (SDF) for this project will be the SDF fee in effect at the time the SDF fees are paid NOT the SDF fee at the time of this commitment to supply water.

Page 1 of 2

**Dracut Water Supply District**  
59 Hopkins Street  
Dracut, MA 01826

**“Celebrating Over 100 years”**  
Established 1905

Tel: 978-957-0441  
Fax: 978-957-2073  
[www.dracutwater.com](http://www.dracutwater.com)

Letter to Pine Ridge Village Development LLC

November 30, 2015

Page 2 of 2

The District looks forward to working with you during the construction of this project. If you have any questions regarding this matter, please call me at 978 957-0441.

Sincerely,

  
Mark R. Riopelle, Superintendent  
Dracut Water Supply District

Attachments (4): Chapter 498 of the Acts of 1953, 2 pages  
Chapter 619 of the Acts of 1954, 1 page  
Chapter 467 of the Acts of 1957, 1 page  
Chapter 516 of the Acts of 1982, 7 pages

---

Delivered in Hand to: Christopher J Cox  
Print Name

  
Signature

11/30/15  
Date

# WHITMAN & BINGHAM

ASSOCIATES, LLC



---

510 Mechanic Street  
Leominster, Massachusetts 01453  
TEL (978) 537-5296  
FAX (978) 537-1423

December 10, 2015

Mr. Christopher J. Cox  
4 Lakeview Avenue  
Tyngsborough, MA 01879

**Re: Sewage Flow Estimates  
Pine Ridge Village  
Frost Road / Lakeview Ave  
Tyngsborough, MA**

Dear Mr. Cox:

Per your request, Whitman & Bingham Associates, LLC has estimated the amount of sanitary sewage flow projected from your project located at the above referenced location. The sewage flow estimate is based on 314 CMR 7.15 Calculation of Flows:

Retail (Dry Goods Store) – 5 gallons per day (gpd) per 100 sq. ft. x 3,200 sq. ft. = 160 gpd

Service Station – 300 gpd per island x 3 islands = 900 gpd

Office Building – 75 gpd per 1,000 sq. ft. x 7,200 sq. ft. = 540 gpd

Duplex – 110 gpd per bedroom x 6 bedrooms = 660 gpd

Single family homes – 110 gpd per bedroom x 3 bedrooms per home x 3 homes = 990 gpd

Residential Housing (over 55) - 150 gpd per unit x 48 units = 7,200 gpd

Total Sewage Flow Estimate = 10,450 gallons per day

I hope this information is useful. If you should have any questions please do not hesitate to contact me at this office.

Sincerely:

*Whitman & Bingham Associates, LLC*



Brian F. Milisci, P.E.

Principal

BFM/JER/bfm

Pine Ridge Village Frost Rd-Lakeview Ave Tyngsboro Sewage Flow Estimates.doc

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**REGISTERED ENGINEERS, LAND SURVEYORS & ENVIRONMENTAL PLANNERS**  
CIVIL SITE DESIGN • PLANNING • SURVEYING • MORTGAGE INSPECTION PLANS • ALTA SURVEYS •  
SEWAGE DISPOSAL SYSTEMS • SEWAGE DISPOSAL INSPECTIONS • SOIL ANALYSIS •  
WETLAND STUDIES • ENVIRONMENTAL SCIENCES



*Town of Tyngsborough  
Sewer Commission*

25 Bryants Lane,  
Tyngsborough, Massachusetts 01879-1003  
978-649-2300 x134

December 30, 2015

Peter J. Nicosia  
Nicosia & Assoc., P.C.  
259 Middlesex Rd.  
Tyngsboro, MA 01879

Re: 40R Project – Pine Ridge Village – Frost Rd./Lakeview Ave.

Dear Peter,

I am writing in response to your request for a letter regarding available sewer capacity for the above-referenced project.

We are in receipt of a letter from the project engineer, Brian Milisci of Whitman & Bingham Assoc., dated Dec. 10, 2015. The letter outlines the use and estimated sewer capacity required for this project. The total estimated daily flow based on this letter is 10,450 gal's./day.

We forwarded this information to our consultant, Woodard & Curran. They reviewed our Dracut Build-Out report and confirmed that we currently have the capacity available. We did not however, review our existing infrastructure to determine if this added flow will have adverse effect on our system. At some point, we would need to review this situation to see if any changes or upgrades may be necessary to add this capacity to our system. If any such work would be required, it would be at the expense of your client in addition to the required connection fee.

If you have any further questions, please do not hesitate to contact us.

Respectfully,

Jeffrey Hannaford  
Chairman

**GAGES PACKAGE STORE INC** \*

**1 LAKEVIEW AVE  
TYNGSBORO MA**

LOCATION  
**1 LAKEVIEW AVE**  
0019 0093 0000 01689 0170  
MAP | S | LOT | S | PLOT | S | BOOK PAGE

**GAGNON DONALD E & ESTELLE E**  
**37 WORDEN RD  
TYNGSBORO MA**

LOCATION  
**37 WORDEN RD**  
0028 0023 0000 01796 0231  
MAP | S | LOT | S | PLOT | S | BOOK PAGE

**GAGNON HARVEY & GERALD  
GAGNON LOYCE & LORRAINE  
GAGNON DR  
DRACUT MA 0182**

LOCATION  
**10 ALDEN ST**  
0030 0022 0000 02342 0690  
MAP | S | LOT | S | PLOT | S | BOOK PAGE

**GAGNON HARVEY & GERALD  
GAGNON LOYCE & LORRAINE  
GAGNON DRIVE  
DRACUT MA 0182**

LOCATION  
**14 ALDEN ST**  
0030 0023 0000 02342 0690  
MAP | S | LOT | S | PLOT | S | BOOK PAGE

**GAGNON HARVEY & GERALD  
GAGNON LOYCE & LORRAINE  
GAGNON DRIVE  
DRACUT MA 0182**

LOCATION  
**9 RATNER ST**  
0030 0024 0000 02342 0690  
MAP | S | LOT | S | PLOT | S | BOOK PAGE

**GAGNON HARVEY & GERALD  
GAGNON LOYCE & LORRAINE  
GAGNON DRIVE  
DRACUT MA 0182**

LOCATION  
**38 SUMMER ST**  
0030 0025 0000 02342 0690  
MAP | S | LOT | S | PLOT | S | BOOK PAGE

**GAGNON HARVEY & GERALD  
GAGNON LOYCE & LORRAINE  
GAGNON DRIVE  
DRACUT MA 0182**

LOCATION  
**34 SUMMER ST**  
0030 0026 0000 02342 0690  
MAP | S | LOT | S | PLOT | S | BOOK PAGE

0101	4.10 20100	RESIDNTL 50100	70200 1272.02	70200 1272.02
0101	43560 14800	RESIDNTL 34700	49500 896.94	49500 896.94
0401	42007 7600	RESIDNTL	7600 137.71	7600 137.71
0401	1.04 4800	RESIDNTL	4800 86.98	4800 86.98
0401	1.04 13100	RESIDNTL	4800 237.37	13100 237.37
0401	1.10 14500	RESIDNTL	14500 262.74	14500 262.74
0401	1.08 14500	RESIDNTL	14500 262.74	14500 262.74
*	14500		14500	

A 8.36 S 85567 L 89400 B 84800 C 174200  
1412.00 1744.50 3156.50

*OPEN 1957 / Dissolved 1983*

4	Linehan, Joan E. 270 Littleton Rd Chelmsford, Mass.	Lakeland Pl Lts 18-20 inc.	15,000 sq ft	300.	Cottage Shelter	1,500. 50.	1,
5	Chenell, Gerard J. & Claire Willowdale Ave	WDP Lt 153	15,600 sq ft	250.	Cottage	1,050.	1,
6	Chenelle, Gerald & Theresa E. Oakridge Ave	Chas. A. Sherburne Lot 7	6,350 sq ft	100.	Cottage Garage	1,600. 75.	1,
7	Chenelle, Gerald & Theresa E. Oakridge Ave	w/s Oakridge Ave	12,900 sq ft	50.			
8	Chevalier, Jerome P. & Beulah F. Althea Ave	Althea Ave Lts 23-24	5,600 sq ft	100.	Cottage Garage	1,200. 100.	1,
9	Chevalier, Paul G. & Yvonne B. Lakeview Ave	Lakeview Ave	40,000 sq ft	200.	Dwelling	2,700.	2,
10	Chevalier, Paul & Coursey, F. Paul Lakeview Ave	Corner Frost Rd & Lakeview Ave		150.	Dwelling- Store & Garage Br House 2 signs	3,000. 25. 100.	3
TOTALS				1,490-		17,900-	19,

RECORD OF OWNERSHIP

DATE

BOOK

PAGE

R.S.

MAP NO.

19

LOT. NO.

46

9.  
8.  
7.  
6.  
5.  
4.  
3.  
2.

ADD. Frost Road

SUB. DIV. NO.

PHOTO NO.

PROPERTY INFORMATION

LAND COST  
BLDG COST  
SALE PRICE

1. Magoon, Lawrence V. & Dorothy E.

1240 365 no stamp

TOTAL

	19 71	19 72	19 73	19 74	19	19	19	19	19	19
DWELLING	1,700.	13,700	13,700	13,900						
GARAGE <i>Comm</i>		2,900	2,900	2,900						
<i>Pumps &amp; Tanks</i> see attached card		1,800	1,800	1,800						
Shop		2,000	2,000	2,100						
<i>Garage</i>		1,500	200							
<i>Basin</i>		1,900	1,900	1,900						
TOTAL BLDGS.		23,800	23,000	25,300						
LAND		14,000	14,000	14,000						
TOTAL		37,800	37,000	39,300						

MEMORANDA

10 May 72  
NO on River Bank Camp

PROPERTY FACTORS

TOPOGRAPHY

IMPROVEMENTS

LEVEL	WATER	<i>Drain</i>	<input checked="" type="checkbox"/>
HIGH	SEWER		<input type="checkbox"/>
LOW	GAS		<input checked="" type="checkbox"/>
ROLLING	ELECTRICITY		<input checked="" type="checkbox"/>
SWAMPY	ALL UTILITIES		<input type="checkbox"/>

STREET

TREND OF DISTRICT

PAVED	IMPROVING	<input checked="" type="checkbox"/>
SEMI-IMPROVED	STATIC	<input type="checkbox"/>
DIRT	DECLINING	<input type="checkbox"/>
SIDEWALK		<input type="checkbox"/>

VERIFICATION OF INSPECTION

*Inspected by M. Magoon*

RENTAL EXPENSE ITEMS

VACANCY	
HEATING	
WATER	
ELECTRICITY	
JANITOR	
MANAGEMENT	
TOTAL FLAT EXPENSES	

PROPERTY INFORMATION

LAND COST	
BLDG. COST	
SALE PRICE	
GROSS ANNUAL INCOME	
LESS EXPENSES	
NET INCOME	
LAND @ % =	
BLDG. @ % =	
TOTAL	

BUILDING PERMIT RECORD

EST. COST

PERMIT NO.

DATE

<i>Permit for Camp</i>		<i>1976</i>	<i>5-22</i>

TOTAL AREA 18 ac.

SQ. FOOTAGE	UNIT PRICE	AREA FACTOR	SQ. FT. PRICE	
39,000	191	100%	15:	4600
30,000	121	100%	12:	3600
21,000	161	20%		1,100
<i>Comm use</i>	<i>150/acre</i>	<i>4600</i>		<i>2950</i>
15,936	140			1,230
	<i>THRU</i>			<i>440</i>
C.I.				
TOTAL VALUE LAND				13,990
TOTAL VALUE BUILDINGS				20,990
TOTAL VALUE LAND & BUILDINGS				34,980

OCCUPANCY		RANCH	CAPE	CONTEMPORARY	GAMBREL	DESCRIPTION of OBSOLESCENCE						
SINGLE FAMILY		SPLIT LEVEL	GARRISON	CONVENTIONAL		STRUCTURAL						
MULTI-FAMILY						SURPLUS CAP.						
APARTMENTS						OVERBUILT						
CONSTRUCTION						COMMERCIAL LOC.						
FOUNDATION		FLOORS					ECONOMIC					
CONCRETE		B	1	2	3		BLIGHTED AREA					
CONCRETE BLOCK	CONCRETE						COMPUTATIONS					
BRICK OR STONE	EARTH						UNIT	AMOUNT				
OTHER	HARDWOOD						770 SF	19,900				
	COMMON						PF					
	ASPH. TILE						ADD. & PCHS	+5,300				
	6 in. 01						WALL HT.					
BASEMENT							ATTIC					
EA FULL							B'M.T. AREA					
1/2 3/4	ATTIC STRS. & FLOOR						FIN. B'M.T.					
BASEMENT	FIN. B'M'T AREA						B'M.T GAR.					
AD ROOM	FIN. ATTIC AREA						FIREPLACES					
WALLS							HEATING					
APBOARDS	FIRE PLACES						PLUMBING					
OP SIDING	MODERN KITCHEN						M. F.					
WOOD SHINGLES	SEMI MOD KIT.						TOTAL	24,200				
ASPHALT SIDING	INTERIOR FINISH						FACTOR					
BESTOS SIDING	B	1	2	3			REPL VALUE	20,000				
ALUMINUM SIDING												
CRITICAL SIDING	PINE											
BRICK ON MASONRY	HARDWOOD											
BRICK ON FRAME	PLASTER											
BRICK ON MASONRY	DRY WALL											
BRICK OR CIND. BLOCK	UNFINISHED											
BRICK ON MASONRY	PANEL											
BRICK ON FRAME												
ROOF												
gable	Hip											
Gambrel	Mansard											
Shed												
ASPHALT SHINGLES	PLUMBING											
WOOD SHINGLES	BATH (3 FIX.)											
BESTOS SHINGLES	STALL SHOWER BATH											
ASPH. & GRAVEL	TOILET RM. (2 Fix.)											
ROLL ROOFING	WATER CLOSET											
	LAVATORY											
	KITCHEN SINK											
	NO PLUMBING											
	STALL SHOWER											
	MODERN FIXTURES											
	SEMI MOD FIXT.											
	TILE Flr & Wcl.											
FRAMING												
GOOD JOIST	HEATING											
	PIPELESS FURNACE											
	FORCED AIR FURNACE											
	STEAM											
	HOT WATER OR VAPOR											
	HOT AIR GRAVITY											
	RADIANT HEATING											
	UNIT HEATERS											
	AIR CONDITIONING											
	AUTO. BURNERS											
	ELECTRIC HEAT											
	NO HEATING											
NO. OF ROOMS												
1ST	2ND											
3RD												

**NOTES:**

1. Foundation on 4" concrete piers.

2. Walls on 4" concrete piers.

3. Roof on 2" x 4" joists.

4. Floor on 2" x 4" joists.

5. Attic on 2" x 4" joists.

6. Basement on 4" concrete piers.

7. Kitchen on 4" concrete piers.

8. Bath on 4" concrete piers.

9. Toilet on 4" concrete piers.

10. Water closet on 4" concrete piers.

11. Lavatory on 4" concrete piers.

12. Kitchen sink on 4" concrete piers.

13. No plumbing.

14. Stall shower on 4" concrete piers.

15. Modern fixtures on 4" concrete piers.

16. Semi mod fixt. on 4" concrete piers.

17. Tile flr & wcl. on 4" concrete piers.

- SUMMARY OF BUILDINGS -											
OCCUPANCY	TYPE	GRADE	YR. BUILT	REMOD.	COND.	REPL. VAL.	PHYS. DEP.	PHYS. VAL.	FUNC. DEP.	SOUND VA	
DWELLING	2nd Flr	C	2014		F	24,900	160	29,300		100%	100%
GARAGE	Scotch					6,910	100%	20,000		100%	100%
COMMERCIAL	5 C					500					
						TOTAL VALUE BUILDINGS		50,000			

UNTY BOUND  
ONE BOUND  
HLL HOLE  
ELD LINE C  
DIST

19-1-5

213.81'  
N0°24'00"W

**FROST**

31.06' S12°24'00"W 80.05'  
L=96.34' R=400.00'  
501°24'00"E 113.93'  
1954 COUNTY LAYOUT

808°53'11"W  
437.54'

**-6A-**

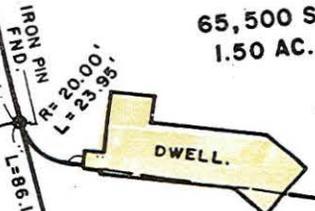
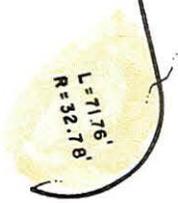
88,611 S.F.  
2.03 AC.  
(1224.55 PER.)

65,500 S.F. / CONTIGUOUS  
1.50 AC. UPLAND

**-5A-**

82,092  
1.88 AC  
(1267.06

66,700 S.F. /  
1.53 AC.



200.00'  
S70°00'00"E

**WATERWAY**

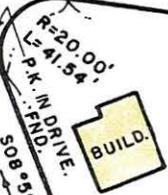
N70°00'00"W  
156.44'

R=1350.00'

**LAKEVIEW  
AVE.**

R=205.12'  
L=168.17'

IRON PIN  
L=89.13' R=650.02'  
1914 COUNTY LAYOUT



R=20.00'  
L=41.54'  
P.K. IN DRIVE

S08°59'30"E

9.95'  
NO. 8  
DRILL  
STONE  
H. FND.

156.04'  
172.64'

L=35.43'

S09°47'11"W  
139.89'

19-10



## TOWN OF TYNGSBOROUGH

Office of the Town Administrator  
Town Offices | 25 Bryants Lane  
Tyngsborough, MA 01879  
Tel: (978) 649-2314 | Fax: (978) 649-2320

06Aii  
06Aii

TO: Board of Selectmen  
FROM: Curt Bellavance, Town Administrator *WB*  
RE: Agreements with Tyngsborough Solar, LLC  
DATE: January 21, 2016

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Attached are two agreements that my office has been working on with collaboration from town counsel, Chief Assessor Lauren Woekel, and our consultant Glenn Walker. We have been working on the two agreements for the past several months.

### 1. Payment in Lieu of Taxes (PILOT):

The PILOT would be an agreement for a term of twenty (20) years. The State enacted legislation in 1997 to allow PILOTs for solar/renewable energy facilities. This was created because of the (1) uncertainty in the electric utility industry, (2) difficulty in assessing a value of "electric generation company", and (3) avoid swings in value. The PILOT will remain as part of the tax base for determining the levy ceiling.

The PILOT will provide a predictable stream of income for 20 years based on an agreed upon assessed "value" of project which will not be debated each year for the life of the project. Lastly, this will provide additional assurances that taxes are paid each year, in a timely manner.

The formula we used is as follows:

VALUE =  
+ value of equipment  
+ assessed value of land (industrial zone)  
+ increased tax rate each year for 20 year  
= Total number x 20 years / 1.76 MW

The PILOT will average \$31,643 per year, or \$632,852 over 20 years.

### 2. Solar Net Metering Credit Agreement:

The Town would be purchasing net metering credits for a term of twenty (20) years from Tyngsborough Solar, LLC at a discounted rate of 25%. This is an estimated \$40,000-\$50,000 per year reduction in electricity.

*Town of Tyngsborough*  
Massachusetts



## TOWN OF TYNGSBOROUGH

Office of the Town Administrator  
Town Offices | 25 Bryants Lane  
Tyngsborough, MA 01879  
Tel: (978) 649-2314 | Fax: (978) 649-2320

This past September the Board voted to authorize the Town Administrator to apply to the Commonwealth for net metering classification. The Town was approved and we await the continuation of the net metering program offered by the State. Upon the extension of the program Tyngsborough Solar, LLC will begin construction.

It is recommended that the Board **vote to authorize the Town Administrator to sign the PILOT on behalf of the Town.**

It is recommended that the Board **vote to authorize the Town Administrator to sign the Solar Net Metering Credit Agreement on behalf of the Town.**



## AGREEMENT FOR PAYMENT IN LIEU OF TAXES

**DRAFT**

AGREEMENT for Payment in Lieu of Taxes (the “**PILOT Agreement**”) is entered into this \_\_\_\_ day of January, 2016 (the “**Effective Date**”) between Tyngsborough Solar, LLC, a Massachusetts limited liability company, with offices at 88 Black Falcon Avenue, Suite 342, Boston, Massachusetts 02210 (“**Developer**”) and the Town of Tyngsborough, Massachusetts, a municipal corporation with offices at 25 Bryants Lane, Tyngsborough, Massachusetts 01879 (the “**Town**”).

WHEREAS, Developer is the current lessee, with Dunstable Road Land Properties, LLC, as lessor, (the “**Owner**”), under a certain Lease and Easement Agreement dated June 25, 2014, as amended by that certain Amendment #1 to Lease and Easement Agreement dated September 29, 2015 (as amended, the “**Lease**”), for the property located at 500 Dunstable Road, Tyngsborough, Massachusetts, as more particularly described in Exhibit A, attached, (the “**Property**”);

WHEREAS, Developer intends to develop a photovoltaic solar energy project on the Property (the “**Project**”); and

WHEREAS, Developer and the Town, under the authority of M.G.L. c. 59, §38H(b), desire to execute an agreement for payment in lieu of taxes on the Project in order to otherwise exempt Developer from the payment of real and personal property taxes for the Project; provided, however, that the parties do not intend for this PILOT Agreement to affect any other taxes and payments that may be owed by Developer to the Town; nor do the parties intend for this PILOT Agreement to affect any direct payments for services provided by the Town to the Project, including, but not limited to, water and sewer services (if applicable), betterment assessments, inspections, permitting fees, and similar obligations not in the nature of real and personal property taxes or substitutes for such taxes that Developer is otherwise obligated to pay to the Town;

WHEREAS, Developer and the Town have reached this PILOT Agreement as the result of good faith negotiations so that the annual payment in lieu of taxes shall be a portion of the property tax obligations based on a full and fair cash valuation; and

WHEREAS, Developer and the Town acknowledge that a comprehensive agreement fixing and maintaining mutually acceptable, reasonable, and accurate in lieu of tax payments for the Project for each fiscal year for the 20-year term of this PILOT Agreement is appropriate and serves their respective interests;

NOW, THEREFORE, Developer and the Town agree as follows:

1. Acknowledgement. The parties acknowledge that this PILOT Agreement is fair and beneficial to them because it resolves all tax issues between them with resulting alleviation of economic and financial uncertainty. Moreover, both parties value the tax and economic stability achieved by this PILOT Agreement because it will result in steady, predictable and reasonable tax payments for the Project. The parties acknowledge that this PILOT Agreement contemplates any increases in real property taxes on the Property that may be assessed solely as a result of the Project. Developer has entered into a long term lease agreement with the Owner of the Property

which requires Developer to pay any increase in real estate property taxes on the property. The Lease gives Developer the authority to enter into this PILOT Agreement for real estate and personal property taxes.

2. Project Capacity. The amount which Developer shall pay to the Town in lieu of real and personal property taxes for each fiscal year commencing with fiscal year 2016 shall be based upon the capacity of the Project which shall be defined as follows:

The capacity shall be the AC capacity of the Project as determined by the as-built drawings Developer is required to deliver to the Town's Board of Selectmen and the Board of Assessors (the "**Project Capacity**"). The current expected Project Capacity is one and seventy-six hundredths (1.76) megawatts (MW) during the Project's first year of operation.

Following the commencement of commercial operations of the Project (the "**Commercial Operations Date**"), Developer shall deliver to the Town Board of Assessors and Board of Selectmen the Project Capacity information together with appropriate backup data on or before March 1<sup>st</sup> of each calendar year based on the output of the Project of the prior calendar year.

3. Payment in Lieu of Real and Personal Property Taxes. Developer agrees to make annual payments to the Town in lieu of real and personal property taxes for the Property and the Project for a period of twenty (20) consecutive fiscal tax years. Such 20-year term shall commence on the Commercial Operations Date (the "**Commencement Date**"). Each annual payment shall be in the amount of \$16,330.20 per MW of AC Project Capacity with a one per cent (1%) increase annually (the "**PILOT Rate**"). The payment amount shall be paid annually on or before June 1<sup>st</sup> of each fiscal year of the term of this PILOT Agreement, beginning with the beginning of the first fiscal year to occur following the Commencement Date. For example, if the Project Capacity is 1.76 MW, Developer shall pay the Town \$28,741.15 on the following June 1<sup>st</sup> in accordance with the terms of this PILOT Agreement. Annual payments for partial fiscal years shall be prorated.

Any increase or decrease in the Project Capacity during the term of this PILOT Agreement shall result in a relative increase or decrease in the amount payable each fiscal year at the PILOT Rate.

4. Tax Status. The Town agrees that during the term of this PILOT Agreement, the Town will not assess Developer for any real or personal property taxes with respect to the Project and Property to which Developer might otherwise be subject under Massachusetts law; and the Town agrees that this PILOT Agreement will exclusively govern the payments of all such taxes, provided, however, that this PILOT Agreement is not intended to affect, and will not preclude the Town from assessing, any other taxes, betterments, fees, charges, rates or assessments which Developer is obligated to pay, including, but not limited to, real or personal property taxes (excluding any such taxes attributable to the Project and Property), excise taxes, betterments, fees, or charges for services provided by the Town to the Project, including but not limited to, water and sewer services.

# DRAFT

5. Payment Collection. All rights and remedies available to the Town for the collection of taxes shall apply to the payments in lieu of taxes, including, but not limited to, the rights and remedies provided in M.G.L. c. 59 and M.G.L. c. 60; and all such rights and remedies are reserved notwithstanding anything here to the contrary. The provisions of the Massachusetts General Laws, including but not limited to M.G.L. c. 59 and M.G.L. c. 60, will govern the establishment of liens and the collection of any payments in lieu of taxes provided for in this Agreement as though such payments were real and personal property taxes due and payable to the Town.

6. Inventory. On or before the Commercial Operations Date, Developer shall provide to the Town's Board of Selectmen and Board of Assessors a comprehensive inventory of all real and personal property included in the Project. Developer shall update the inventory annually on or before July 1<sup>st</sup> and shall provide to the Town an updated inventory on or before August 1<sup>st</sup>.

7. Inspection. The Town, its officers, agents, and employees will have the right to periodically inspect the Project and the meters used to measure the energy generated by the Project upon not less than two (2) business days' notice to Developer for the purpose of confirming and verifying the Project Capacity and Developer's compliance with this PILOT Agreement. During any such inspection, the Town shall comply with all reasonable Developer safety requirements.

8. Prior to the Commercial Operation Date, Developer shall deliver to the Town's Board of Selectmen and Board of Assessors a complete set of design documents and the electrical inspection approvals.

9. Statement of Good Faith. This PILOT Agreement is entered into in good faith to achieve predictability and economic stability for both parties by establishing reasonable, accurate, and reliable in lieu of tax payments for the Developer Project. Accordingly, Developer and the Town agree that neither party shall seek to use the fair market values established by this PILOT Agreement in any future proceedings regarding the value of Developer's property in the Town or in any other proceeding regarding the value of other Developer property, except as otherwise provided in this PILOT Agreement.

10. Termination. This PILOT Agreement shall terminate as of the earlier of (i) the end of the twentieth (20<sup>th</sup>) fiscal year following the Commencement Date or (ii) the date upon which Developer terminates operation of the Project. Further provided however, if the Project is not completed and operating within 36 months from the date of this PILOT Agreement, the PILOT Agreement shall be void.

11. Assignment and Transfer. Developer may not transfer its interest in the Project or assign this PILOT Agreement except to a non-charitable entity eligible to enter into such an agreement with the Town for payment in lieu of taxes pursuant to M.G.L. c. 59, § 38H(b).

12. Governing Law. This PILOT Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any litigation shall be brought solely in the courts of Middlesex County, Massachusetts.

13. Consideration. The Parties have entered into this PILOT Agreement only after full deliberate consideration and with the advice of their legal counsel.

14. Invalidity of Agreement. The Parties agree that, if any provision of this PILOT Agreement is determined invalid or unenforceable by a court or state agency of competent jurisdiction, the entire PILOT Agreement shall be invalid and unenforceable.

15. Good Faith. Developer, on behalf of itself and any successors to or assigns of its interest in the Project, and the Town shall act in good faith to carry out this PILOT Agreement and to resolve amicably any disputes or disagreements which may arise.

16. Ratification. This PILOT Agreement is subject to approval by the Town.

17. Recording. Upon the approval of this PILOT Agreement by the Town, a Notice of this PILOT Agreement shall be recorded by Developer in the applicable Registry of Deeds.

18. Entire Agreement. This PILOT Agreement is the full, final and complete expression of the parties' agreement on all real and personal property tax issues respecting all of Developer's tax obligations to the Town regarding the Project and the Property.

19. Notices may be sent to the parties at the following addresses:

Tyngsborough Solar LLC:

Tyngsborough Solar, LLC  
Attn: Brian Morrissey  
88 Black Falcon Ave, Suite 342  
Boston, MA 02210

Town of Tyngsborough:

Town Administrator  
Tyngsborough Town Hall  
25 Bryants Lane  
Tyngsborough, MA 01879

Executed as of the Effective Date by the undersigned who represent that they are fully authorized to act on behalf of their principals.

TOWN:

TOWN OF TYNGSBOROUGH

**DRAFT**

---

Curt T. Bellavance, Town Administrator

DEVELOPER:

TYNGSBOROUGH SOLAR, LLC

---

Peter Smith, its Manager

EXHIBIT A

DRAFT

Description of Leased Premises

Parcel 1: Address: Properties on Cummings and Dunstable Road in Tyngsborough, Massachusetts

Those premises situated on Cummings Road in Tyngsborough, Massachusetts containing 2.79 acres more or less, and identified as Map 14, Lot 13 in the tax records of the Town of Tyngsborough Office of the Collector of Taxes.

Those premises situated at 525 Dunstable Road, Tyngsborough, Massachusetts containing 18.44 acres more or less, and identified as Map 14, Lot 14 in the tax records of the Town of Tyngsborough Office of the Collector of Taxes.

Those premises situated on Cummings Road in Tyngsborough, Massachusetts containing .63 acres more or less, and identified as Map 14, Lot 14A in the tax records of the Town of Tyngsborough Office of the Collector of Taxes.

Those premises situated on Cummings Road in Tyngsborough, Massachusetts containing 10.15 acres more or less, and identified as Map 14, Lot 15 in the tax records of the Town of Tyngsborough Office of the Collector of Taxes. Those premises situated on Cummings Road in Tyngsborough, Massachusetts containing 32.0 acres more or less, and identified as Map 14, Lot 16 in the tax records of the Town of Tyngsborough Office of the Collector of Taxes.

Those premises situated on Cummings Road in Tyngsborough, Massachusetts containing 6.67 acres more or less, and comprising a portion of Map 14, Lot 21-1 in the tax records of the Town of Tyngsborough Office of the Collector of Taxes.

Parcel 2: Address: Property on Blodgett Road, Dunstable, Massachusetts

Those premises situated on Cummings Road in Tyngsborough, Massachusetts containing 7 acres more or less, and identified as Map 22, Lot 53 in the tax records of the Town of Dunstable Office of the Collector of Taxes.

# SOLAR NET METERING CREDIT AGREEMENT

This SOLAR NET METERING CREDIT AGREEMENT is entered into on January \_\_\_\_\_, 2016 (the "Effective Date") by and between:

**Buyer:**

Town of Tyngsborough  
Town Hall  
25 Bryants Lane  
Tyngsborough, MA 01879  
Attn: Curt T. Bellavance, Town Administrator  
Telephone: (978) 649-2314  
Email: [cbellavance@tyngsboroughma.gov](mailto:cbellavance@tyngsboroughma.gov)

and **Seller:**

Tyngsborough Solar, LLC  
88 Black Falcon Avenue  
Center Lobby, Suite 342  
Boston, MA 02210  
Attn: Brian Morrissey  
Telephone: 617-951-0405  
Email: [bmorrissey@citizensenergy.com](mailto:bmorrissey@citizensenergy.com)

**DRAFT**

Buyer and Seller are referred to individually as a "Party" and collectively as the "Parties".

- A. Seller is a developer of photovoltaic solar electric generation systems and is engaged in the business of developing, installing, owning, operating, and maintaining such systems to produce electricity for Net Metering Credits pursuant to 220 CMR 18.00 and the Utility's Net Metering Tariffs.
- B. Seller owns, or will construct, a Class III, 2.26 MW (DC) photovoltaic solar electric generation system located at 500 Dunstable Rd Tyngsborough, MA (the "System") within the Utility's service territory which generates, or will generate on the Commercial Operations Date, Net Metering Credits.
- C. Buyer desires to be the Host Customer for Seller Net Metering Credits generated by the System.

NOW THEREFORE, for mutual consideration set forth in the attached Exhibit A, the Parties agree as follows:

**1. Commercial Terms:**

**Discount Rate:** 25%

**Maximum Purchase Obligation:** 1.1 MW (DC)

**Utility:** National Grid

**Initial Term:** Twenty (20) years after Commercial Operations Date

**Estimated Commercial Operations Date:** July, 2016

- 2. The following document, along with this Cover Page, shall be deemed to form the Agreement and are incorporated by reference in their entirety:

Exhibit A      General Terms and Conditions

- 3. This Agreement may be executed by the Parties in one or more counterparts, all of which taken together, will constitute one and the same instrument. Any counterpart may be executed by facsimile signature or any image transmitted by electronic mail (such as a pdf file) and such facsimile signature or image shall be deemed an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

Seller:

Tyngsborough Solar, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Buyer:

Town of Tyngsborough

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**  
**General Terms and Conditions**

**DRAFT**

**ARTICLE 1**      **DEFINITIONS AND INTERPRETATION**

**1.1 Definitions.** The following terms, when used in the Agreement and initially capitalized, have the following meanings:

“**Agreement**” means the Cover Page and all Exhibits, Appendices and Schedules attached thereto, including these General Terms and Conditions, each as modified from time to time in accordance with the terms of this Agreement.

“**Arbitration Notice**” has the meaning set forth in Section 10.2.

“**Arbitration Rules**” has the meaning set forth in Section 10.2.

“**Buyer**” has the meaning set forth on the Cover Page.

“**Buyer Event of Default**” means an Event of Default by Buyer.

“**Code**” shall mean the United States Internal Revenue Code of 1986, as amended from time to time, and any successor statute.

“**Commercial Operations Date**” means the day identified by Seller in a notice to Buyer as the Commercial Operations Date.

“**Confidential Information**” has the meaning set forth in Section 9.1.

“**Cover Page**” means the first page of this Agreement.

“**Defaulting Party**” has the meaning set forth in Section 6.1.

“**Discount Rate**” has the meaning set forth on the Cover Page.

“**Dispute**” has the meaning set forth in Section 10.1.

“**Effective Date**” has the meaning set forth on the Cover Page.

“**Environmental Attributes**” means the aggregate amount of credits, set-offs, payments, rights, attributes, or other benefits of all kinds associated with or arising out of or otherwise corresponding to the capacity and associated electricity, or otherwise arising due to the production of electricity by the System, and the sale, transmission and distribution of such electricity by Seller and others (other than payments under this Agreement), ITCs, ITC Grants, and other tax deductions, credits, and incentives. Environmental Attributes shall include (i) environmental air quality credits, off-sets or other benefits related to the generation of electricity by the System in a manner which reduces, displaces or off-sets emissions resulting from fuel combustion at another location pursuant to any Law, and (ii) credits (other than Net Metering Credits), off-sets, green pricing programs, renewable energy credit trading programs, or any similar program or benefits derived from the use, purchase or distribution of renewable energy from the generation of electricity from the System pursuant to any Law.

“**Estimated Commercial Operations Date**” has the meaning set forth on the Cover Page.

“**Event of Default**” has the meaning set forth in Section 6.1.

“**Force Majeure**” means an event or circumstance beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include failure or interruption of the production, delivery or acceptance of electricity due to an act of God; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerrilla action; terrorism or threat of terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake;

abnormal weather condition; action of the elements; hurricane; flood; lightning; wind; drought; peril of the sea; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of fuel, electricity from the utility grid, equipment, supplies or products, but not to the extent that any such unavailability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence; and failure of equipment not utilized by or under the control of a Party.

“**Host Customer**” has the meaning set forth in 220 CMR 18.02.

“**Initial Term**” has the meaning set forth on the Cover Page.

“**Insolvency Proceeding**” means any case, action or proceeding with respect to a person before any court or other governmental authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors, composition, marshaling of assets for creditors, or other similar arrangement in respect of its creditors generally or any substantial portion or its creditors.

“**ITC**” means the tax credit for property described in Section 48(a)(3) of the Code.

“**ITC Grant**” means a grant received by Seller pursuant to Section 1603 of the American Recovery and Reinvestment Act of 2009.

“**kW**” means kilowatt.

“**kWh**” means kilowatt-hour.

“**Law**” means any law, treaty, code, rule or regulation, or determination of an arbitrator, court or other governmental authority exercising executive, legislative, judicial, regulatory or administrative functions, or any condition or restriction set forth in a governmental permit, certificate, or other authorization.

“**Meter**” means the meter registered with the Utility in Buyer’s name as the Host Customer for Net Metering Credits pursuant to 220 CMR 18.05 and the Utility’s Net Metering Tariffs.

“**Net Metering Credits**” mean net metering credits as specified in the Utility’s Net Metering Tariffs.

“**Operating Period**” means the period commencing on the Commercial Operations Date and ending on termination of this Agreement.

“**Party**” has the meaning set forth on the Cover Page.

“**Renewal Term**” has the meaning set forth in Section 5.2.

“**Seller**” has the meaning set forth on the Cover Page.

“**System Financing**” has the meaning set forth in Section 13.1.

“**System Lenders**” has the meaning set forth in Section 13.1.

“**System Owner**” has the meaning set forth in Section 13.1.

“**System**” has the meaning set forth on the Cover Page.

“**Taxes**” means any and all new or existing ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise,

transaction, and other taxes or similar charges, and any increases in the same, but "Taxes" does not include income taxes or other similar taxes based on income or net revenues.

"Term" means the period beginning on the Effective Date and ending on the last day prior to the expiration or termination of this Agreement at the end of the Initial Term, the last subsequent Renewal Term, or earlier termination pursuant to the terms hereof, as applicable.

"Utility" has the meaning set forth on the Cover Page.

"Utility's Net Metering Tariffs" means the Utility's net metering tariffs pursuant to 220 CMR 18.09(2) and 220 CMR 18.09(3).

**1.2 Interpretation.** Unless the context otherwise requires, the following general rules of construction shall apply to this Agreement: (a) terms stated in the singular shall include the plural and the masculine shall include the feminine and neuter, and *vice versa*; (b) the words "includes" or "including" shall mean "including with limitation"; (c) references to a Section or Exhibit shall mean a Section or Exhibit, as the case may be, of this Agreement; (d) a reference to an agreement or instrument shall be to the agreement or instrument as modified through the date of which the reference is made; (e) a reference to a Law is to the Law as amended, replaced or restated from time to time; (f) a reference to a "person" includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having a separate legal personality and (g) a reference to Buyer or Seller shall include their permitted assigns and successors.

## ARTICLE 2 DELIVERY OF ELECTRICITY

**2.1 Delivery Obligations.** The Operating Period shall commence upon Seller's written notice to Buyer that the Commercial Operations Date has occurred. During the Operating Period, Seller shall deliver all of the electricity generated by the System to the Meter; provided, that Seller shall not deliver to Buyer, and Buyer shall have no obligation to make payments with respect to, electricity in excess of the Maximum Purchase Obligation.

**2.2 Unit Contingent Sale.** Seller's obligation to deliver electricity to the Meter is expressly subject to, and contingent on, the availability of the System and the generation of electricity and Net Metering Credits by the System.

**2.3 Pricing.** For each month of the Operating Period, Buyer shall pay to Seller, in accordance with ARTICLE 7, an amount equal to (i) the Net Metering Credits posted by the Utility on the Net Metering Account established in Buyer's name as the Host Customer in accordance with the Utility's Net Metering Tariffs times (ii) one (1) minus the Discount Rate.

**2.4 Environmental Attributes.** Seller's delivery to Buyer of the electricity generated by the System and Buyer's ownership of the Net Metering Credits produced by the System shall not entitle Buyer to Environmental Attributes or any other attributes of ownership of the System, all of which shall be retained by Seller.

## ARTICLE 3 TAXES

**3.1 Buyer Obligations.** Buyer shall reimburse and pay for any documented taxes, fees or charges imposed or authorized by any governmental authority and paid or payable by Seller due to Seller's delivery of electricity to Buyer and Buyer's payment hereunder to Seller (other than income taxes imposed upon Seller). Seller shall notify Buyer in writing with a detailed statement of such amounts, which shall be invoiced by Seller and payable by Buyer. Buyer shall timely report, make filings for, and pay any and all sales, use,

income, gross receipts, or other taxes, and any and all franchise fees or similar fees assessed against it arising out of the Net Metering Credits generated by the System. This Section 3.1 excludes taxes specified in Section 3.2.

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**3.2 Seller Obligations.** Subject to Section 3.1 above, Seller shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System.

## ARTICLE 4 OPERATIONS

**4.1 System Operations.** Except as otherwise expressly provided in this Agreement, Seller shall at its sole cost and expense (i) operate and maintain the System; (ii) perform all repairs on the System; and (iii) provide, or arrange for the provision of, all labor, material, and other supplies for the System.

## ARTICLE 5 TERM

**5.1 Initial Term.** This Agreement shall become effective on and as of the Effective Date and shall continue in effect until the end of the Initial Term, unless terminated earlier pursuant to the terms hereof.

**5.2 Termination of Utility's Net Metering Tariffs.** If for any reason the System ceases to qualify for net metering under the Utility's Net Metering Tariffs, whether by reason of a change in Law, the Utility's Net Metering Tariffs, the configuration of the System, or otherwise, or for any reason Buyer can no longer be the Host Customer for the Net Metering Credits pursuant to the Utility's Net Metering Tariffs, then this Agreement shall automatically terminate.

## ARTICLE 6 DEFAULT AND TERMINATION

**6.1 Events of Default.** An event of default under this Agreement (an "Event of Default") shall be deemed to exist with respect to a Party (the "Defaulting Party") upon the occurrence of any one or more of the following:

**6.1.1. Payment Defaults.** If the Defaulting Party fails to pay any amount due and payable under this Agreement, other than an amount which is subject to a valid good faith dispute, within ten (10) days of receipt of notice given by the other Party of such non-payment.

**6.1.2. Other Defaults Generally.** If the Defaulting Party fails to substantially perform any other material obligation under this Agreement, and does not cure such failure within thirty (30) days of the date of receipt of notice from the other Party demanding cure; provided that such thirty (30) day period cure period shall be extended if and to the extent reasonably necessary to accomplish such cure, but only so long as the Defaulting Party diligently pursues such cure and continues such cure to completion, and provided that such extended period of cure shall be allowed only so long as the failure to complete such cure does not materially adversely affect the other Party; and provided further that this Section 6.1.2 shall not apply to any failure to make payments (which is covered by Section 6.1.1).

**6.1.3. Failure of Representations and Warranties.** If any representation or warranty of the Defaulting Party shall prove at any time to have been incorrect in any material respect when made and shall remain material to the transactions contemplated hereby, if the Defaulting Party does not cure the facts underlying such incorrect representation or warranty so that the representation or warranty becomes true and correct within thirty (30) days of the date of

receipt of notice from the other Party demanding cure or, if it cannot be reasonably cured within such thirty-day period, such longer period of time as is reasonably necessary to accomplish such cure, provided that the Defaulting Party diligently commences such cure in such period and continues such cure to completion, and provided that such extended period of cure shall be allowed only so long as the failure to complete such cure does not materially adversely affect the other Party.

**6.1.4. Insolvency.** If the Defaulting Party (i) ceases or fails to be solvent, or generally fails to pay, or admits in writing its inability to pay, its debts as they come due, (ii) voluntarily ceases to conduct its business in the ordinary course, (iii) commences any Insolvency Proceeding with respect to itself, or (iv) takes any action to effectuate or authorize any of the foregoing; or in the event that (a) any involuntary Insolvency Proceeding is commenced or filed against the Defaulting Party, or a writ, judgment, warrant of attachment, execution or similar process is issued or levied against a substantial part of the Defaulting Party's properties, and any such proceeding or petition shall not be dismissed, or such writ, judgment, warrant of attachment, execution or similar process shall not be released, vacated or fully bonded within thirty (30) days after commencement, filing or levy; (b) the Defaulting Party admits the material allegations of a petition against it in any Insolvency Proceeding, or an order for relief (or similar order under non-U.S. law) is ordered in any Insolvency Proceeding; or (c) the Defaulting Party acquiesces in this appointment of a receiver, trustee, custodian, liquidator, mortgagee in possession (or agent therefore), or other similar person for itself or a substantial portion of its property or business.

**6.1.5 10 MW Municipal Cap.** Buyer will not enter into other agreements that would cause the Buyer to exceed the ten (10) megawatt net metering cap set forth in 220 CMR 18.07 and disqualify the System from the net metering program under the Utility's Net Metering Tariff.

## 6.2 Remedies.

**6.2.1. Generally.** Upon the occurrence and during the continuation of an Event of Default, the Party not in default shall have the right to pursue any remedy under this Agreement or now or hereafter existing under applicable Law or in equity, including an action for damages, and including termination of this Agreement upon five (5) days prior written notice to the Defaulting Party. Nothing herein, however, shall limit either Party's right to collect damages upon the occurrence of a breach or default by the other Party that does not become an Event of Default.

**6.2.2. Termination Matters.** If Seller terminates this Agreement as a result of a Buyer Event of Default, or if Buyer terminates this Agreement for any reason other than an Event of Default by Seller, Buyer shall be liable for, among other things, the present value of an amount equal to (i) one month's average payment for Net Metering Credits during the Operating Period prior to such termination times (ii) the number of months remaining in the Initial Term. The discount rate to be applied to determine the present value of such payments shall be equal to the average prime rate published in the *Wall Street Journal* on the date of termination. Such amount shall be paid from Buyer to Seller within ten (10) days of any such termination. The foregoing shall not limit other remedies available to Seller at law or in equity for a breach or default by Buyer.

## 6.3 Termination Prior to the Commercial Operations Date.

**6.3.1. Termination by Seller.** Seller may terminate this Agreement without cause by written notice to Buyer any time prior to the Commercial Operations Date.

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**6.3.2. Termination by Either Party.** Subject to an extension of the Estimated Commercial Operations Date pursuant to Section 8.1, if the Operating Period has not commenced on or before the date that is three (3) months after the Estimated Commercial Operations Date, then either Party may terminate this Agreement by written notice to the other Party; provided that neither Party may terminate this Agreement pursuant to this Section 6.3.2 after Seller has notified Buyer of the Commercial Operations Date, notwithstanding that the Commercial Operations Date occurred after the date that is three (3) months after the Estimated Commercial Operations Date.

**6.3.3. Effect of Termination.** Upon a termination pursuant to this Section 6.3 neither Party shall have any further liability or obligation to the other Party hereunder.

**6.4 Transfer of Meter Account.** Promptly upon the termination of this Agreement for any reason, Buyer shall take such actions and deliver such documents as are required by the Utility to designate Seller as the Host Customer of the Meter. Buyer hereby irrevocably appoints Seller as Buyer's attorney-in-fact, with full authority in the place and stead of Buyer and in the name of Buyer or otherwise, to take any action and to execute any instrument that Seller may deem necessary or advisable to designate Seller as the Host Customer of the Meter upon the termination of this Agreement for any reason. This power of attorney is a power coupled with an interest and cannot be revoked.

## ARTICLE 7 BILLING, PAYMENT AND TAXES

**7.1 Monthly Invoices and Payments for Net Metering Credits.** Within five (5) business days following the first day of each month, or other billing period as may be determined by Seller, Seller shall provide Buyer with an invoice stating the amounts owing under this Agreement for the previous month pursuant to Section 2.3. Buyer shall pay the amount specified in each invoice to Seller no later than thirty (30) days after the date of the invoice. Payments shall be made by wire transfer to an account designated in writing by Seller from time to time. If requested by Seller, Buyer shall cooperate with Seller to implement an automatic debit payment plan enabling Seller to effect automatic payments of invoices hereunder from accounts maintained by Buyer.

**7.2 Late Payment Charges.** Any amounts not paid on or before the date due hereunder shall accrue interest from the date due until the date actually paid at the lesser of (i) one and one half percent (1.5%) per month, or (ii) the maximum interest rate permitted by Law.

## ARTICLE 8 FORCE MAJEURE

**8.1 Effect of Force Majeure.** Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, that Party shall be excused from whatever performance is affected by the Force Majeure to the extent so affected, provided that:

**8.1.1.** The Party affected by such Force Majeure, as soon as reasonably practical after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral

notice, followed by a written notice, fully describing the particulars of the occurrence;

**8.1.2.** The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and

**8.1.3.** The Party affected by such Force Majeure uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible.

**8.2 Payment Obligations Not Excused.** Notwithstanding anything in this Article to the contrary, no payment obligation shall be excused by such event of Force Majeure.

## ARTICLE 9 CONFIDENTIALITY

**9.1 Exceptions.** The confidentiality restrictions contained in Section 9.1 shall not apply (i) to information already in the public domain or in the possession of the receiving Party at the time of disclosure; (ii) to information that enters the public domain through no breach hereof by the receiving Party; (iii) to the extent necessary to administer or enforce a Party's rights or obligations under this Agreement; (iv) to the extent that information is required to be disclosed by applicable Law; or (v) to disclosures by a Party to its affiliates, agents, employees, attorneys and consultants, and to its prospective and actual lenders and investors provided that such third parties enter into appropriate confidentiality agreements with respect to the same. In the event of a required disclosure, the Party that is required to make such disclosure shall inform the other Party promptly and take such steps as are reasonably necessary to minimize the disclosure and protect the confidentiality of any Confidential Information. Additionally, either Party may disclose the existence and general purpose of this Agreement to third parties, provided that such right shall not extend to the disclosure of pricing or other specific details of this Agreement.

**9.2 Equitable Relief.** The Parties acknowledge and agree that there can be no adequate remedy at law to compensate the Parties for a breach of this ARTICLE 9, and therefore, that upon any such breach or threat thereof, either Party shall be entitled to injunctive relief and other appropriate equitable relief (without the necessity of providing actual damages or the posting of any bond), in addition to whatever remedies may be available at law or in equity.

## ARTICLE 10 DISPUTE RESOLUTION

**10.1 Referral to Senior Management.** Any and all disputes arising out of or relating to this Agreement (a "Dispute") shall be resolved exclusively in accordance with this ARTICLE 10. The Parties agree to make a diligent, good faith attempt to resolve any such dispute through negotiation by senior management members (no less than a Vice President) before either Party commences arbitration or litigation under this ARTICLE 10. Either Party claiming a Dispute shall provide written notice thereof to the other Party setting forth the details of the Dispute.

**10.2 Dispute Resolution.** The parties may mutually agree, after being unable to resolve a Dispute within a reasonable time under Section 10.1, to mediation and/or arbitration, and, if not able to so agree, may file suit in a court of competent jurisdiction in Middlesex County.

**10.3 Intentionally Omitted.**

**10.4 Continuation of Performance.** During the conduct of dispute resolution procedures, (i) the Parties shall continue to perform their respective obligations under this Agreement, and (ii) neither Party shall exercise any other remedies hereunder arising by virtue of the matters in dispute; provided, however, that nothing in

this Section shall be construed to prevent Seller from suspending performance in the event that Buyer has not paid amounts due and owing to Seller under this Agreement.

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**10.5 Effect of Termination.** No termination of this Agreement following an Event of Default shall relieve the Defaulting Party of its liability and obligations hereunder, and the non-defaulting Party may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligations under this Agreement.

## ARTICLE 11 COMPLIANCE WITH LAWS

Both Parties shall comply with all applicable Laws as they relate to this Agreement and the performance by the Parties hereunder.

## ARTICLE 12 ASSIGNMENT

**12.1 Generally.** Subject to Section 12.2, this Agreement may not be assigned by either Party without the other Party's written consent.

**12.2 Permitted Assignments.** Notwithstanding Section 12.1, Seller may, without Buyer's consent, but with written notice to Buyer: (i) assign this Agreement to any subsidiary, affiliate or other special purpose company formed by Seller for the purpose of developing and owning the System or (ii) collaterally assign this Agreement as security to the System Lenders or the System Owner in accordance with ARTICLE 13; provided, however, that any assignment of this Agreement by Seller pursuant to the foregoing subclauses (i) or (ii) shall not release Seller from its liabilities under this Agreement. Either Party may assign this Agreement to any entity that acquires all or substantially all of the assets of the Party, provided that as conditions to any such assignment, such Party shall provide the other Party with written notice thereof, and the assignee entity shall execute and deliver to the other Party a document agreeing to be bound by this Agreement and assuming the assigning Party's obligations hereunder.

**12.3 Continued Effectiveness; Assignments in Violation.** Subject to the forgoing prohibitions against assignment, the agreements, covenants, conditions and provisions contained in this Agreement bind, apply to and inure to the benefit of the Parties their permitted heirs, successors and assigns. Any assignment in violation of this ARTICLE 12 shall be void and of no effect.

## ARTICLE 13 SYSTEM FINANCING

**13.1 System Owner, System Lenders and Financing.** The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from lenders or other third parties (the "System Lenders") in connection with the development and ownership of the System (the "System Financing"), which financing may include the sale of the System to a third party (the "System Owner"). Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the System Lenders in order to support the System Financing. The Parties also agree that, in accordance with this Section 13.1, Seller may assign this Agreement to the System Owner and/or the System Lenders as collateral to support the System and Seller's obligations to the System Owner and/or the System Lenders, as applicable. In connection with any such assignment, Buyer agrees to enter into an agreement directly with the System Owner and/or the System Lenders under which Buyer shall consent to such assignment and will agree to other customary and reasonable provisions for the benefit of the System Owner and/or the System Lenders (including provisions under which the System Owner and/or the System Lenders or their designees (i)

may assume the rights of Seller under this Agreement; (ii) shall be entitled to receive copies of certain notices hereunder that Buyer might provide to Seller; (iii) shall have extended cure periods (up to 20 additional days maximum) to cure any defaults by Seller hereunder; and (iv) shall be provided other similar or related benefits or protections as reasonably requested by the System Owner and/or the System Lenders to support the System Financing.

#### ARTICLE 14 LIMITATIONS OF LIABILITY

**14.1 No Consequential Damages.** NOTWITHSTANDING ANY OTHER PROVISION HEREOF, EXCEPT TO THE EXTENT THE DAMAGES IN SECTION 6.2.2 MAY BE SO CONSIDERED, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY LOSS OF PROFITS, LOSS OF PRODUCTION, EARNINGS, REVENUE, USE, DATA, CONTRACT OR GOOD WILL, EVEN IN SITUATIONS WHERE A PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

**14.2 Parties' Intent.** IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, AND IRRESPECTIVE OF WHETHER ANY CLAIM HEREUNDER OR RELATING HERETO IS IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY, OR OTHERWISE.

#### ARTICLE 15 REPRESENTATIONS AND WARRANTIES

**15.1 General.** Each Party represents and warrants to the other the following:

**15.1.1.** Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate action, and do not and will not violate any Law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms.

**15.1.2.** Such Party has obtained all licenses, authorizations, consents and approvals required by any governmental authority and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all Laws that relate to this Agreement in all material respects.

**15.1.3. Other Agreements.** Neither the execution and delivery of this Agreement by the such Party, nor the performance by such Party of any of its obligations under this Agreement, shall conflict with or result in a default under any of the terms or conditions of any agreement or obligation to which such Party is a party or by which such Party or its assets may be bound.

#### ARTICLE 16 MISCELLANEOUS

##### 16.1 Notices.

**16.1.1.** Any notice, invoice, demand, offer or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and shall be served personally, by reputable express courier service, or by e-mail followed with confirmation delivery of hard

copy, in each case to the other Party at the address set forth on the Cover Page. All notices shall be effective upon receipt.

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**16.1.2.** Each Party shall have the right to change the place to which notice shall be sent or delivered or to specify one address to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.

**16.2 Consents.** Any consent that is provided for pursuant to this Agreement shall not be unreasonably withheld or delayed.

**16.3 Headings.** The titles or headings of the various sections, articles and paragraphs hereof are intended solely for convenience and ease of reference and are not intended, and are not to be deemed for any purpose, to modify or explain or place any interpretation or construction upon any of the provisions of this Agreement.

**16.4 Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the Commonwealth of Massachusetts, excluding any choice of law rules that might direct the application of the laws of a different jurisdiction, irrespective of the places of execution or of the order in which signatures of the Parties are affixed or of the place of performance. The parties further agree that the venue for any action or arbitration shall be located in Middlesex County, Massachusetts.

**16.5 Integration.** This Agreement, together with all Exhibits hereto, embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties, verbal or written, relating to the subject matter hereof.

**16.6 Relationship of Parties.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party and none shall be considered the agent of the other.

**16.7 No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and legal benefit of Buyer and Seller, and their permitted successors and assigns, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement.

**16.8 Amendments; Waivers.** This Agreement may be modified only by a writing that is signed by both Parties. Any waiver of the provisions of this Agreement must be in writing and will not be implied by any usage of trade, course of dealing or course of performance. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy by Buyer or Seller constitutes a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance hereunder shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

**16.9 Construction of Agreement.** This Agreement is to be construed so as to effectuate the normal and reasonable expectations of a sophisticated buyer and seller of the products and services covered by this Agreement and shall not be construed either for or against either Party. No provision of this Agreement shall be construed or interpreted for or against either Party because

such Party drafted, or caused its legal representative to draft, the provision.

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**16.10 Severability.** If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under applicable Law, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

**16.11 Further Actions.** Each Party shall do all necessary acts and make, execute, and deliver such written instruments as may from time to time be reasonably required to carry out the terms of this Agreement. Neither Party may take an action that would frustrate the other Party's reasonable expectations concerning the benefits to be enjoyed hereunder.

**16.12 Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any governmental agency. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this Agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement.

**16.13 Survival.** The provisions of Section 7.2 and ARTICLE 6, ARTICLE 9, ARTICLE 10, and ARTICLE 14 shall survive termination of this Agreement to the extent required for their full performance.

## **07. Citizen and Business Time**

## Correspondence - Monday, January 25, 2016

Date	Author	Subject	In Packet?
1/19/2016	Catherine M. Heusser	Letter of Resignation	1/25/2016
1/8/2016	Mass DOT	Re LRTA	1/25/2016
1/20/2016	Residents' Letter	Proposed Smart Growth Overlay Zoning	1/25/2016
1/14/2016	Resident's Letter	The 40 R Proposal for Frost and Lakeview	1/25/2016
1/7/2016	Resident's Letter	The 40 R Proposal for Frost and Lakeview	1/25/2016
1/11/2016	Resident's Letter	The 40 R Proposal for Frost and Lakeview	1/25/2016
1/20/2016	DLS at MMA Annual Meeting	Schedule of Updates	1/25/2016
1/11/2016	Trinity	Opiate Overdoses Monitoring System	1/25/2016
1/12/2016	Senate Plans Feb 4 Vorte	Public Records Law Legislation	1/25/2016
1/15/2016	Xfinity	Change of Address Notification	1/25/2016
1/15/2016	Xfinity	Municipal Emergency Reporting Procedure	1/25/2016
1/15/2016	Town Administrator	Letter of appointment of IT Admin	1/25/2016
1/14/2016	Con Com	Winter Snowshoe and Animal Tracking	1/25/2016
1/12/2016	Town Administrator	Response of Inquiry/Letter Inclosed	1/25/2016
1/11/2016	Town Counsel	A Stipulation of Dismissal	1/25/2016
1/7/2016	New England PBA	Request for Records	1/25/2016
1/4/2016	Resident Letter	Resignation from the GSC	1/25/2016
12/23/2015	Resident Letter	Letter of Interest for Assoc. Member to COA	1/25/2016
12/23/2015	MSBA	Letter re MSBA's School Bldg. Const.	1/25/2016
1/123/2016	Request Town Counsel Review	Summons (Town Counsel will represent the Town)	1/25/2016
1/14/2016	School Committee	Postings for Meetings	1/25/2016
1/19/2016	Resident's Letter	Re Sewer at Bridgeview Condos	1/25/2016

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Catherine M. Gabriel-Heusser

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82 Highland Road, Merrimac, MA 01860  
508-783-0007~[cm.gabriel82@gmail.com](mailto:cm.gabriel82@gmail.com)

January 19, 2016

Town Administrator Curt T. Bellavance  
Town of Tyngsborough  
25 Bryants Lane  
Tyngsborough, MA 01879

Dear Mr. Bellavance,

This letter is to serve as my official resignation from my position of Town Accountant with the Town of Tyngsborough. My last day of work will be February 18, 2016.

I deeply appreciate the opportunities provided to me while in my position and will miss working alongside some excellent colleagues. Please accept my thanks for these opportunities and best regards to the Town as it continues to move forward.

I'll do everything possible to wrap up my duties over the next couple of weeks. Please let me know if there's anything else I can do to ensure a smooth transition.

Sincerely,



Catherine M. Gabriel

cc: Kerry Colburn-Dion, Treasurer/Finance Coordinator  
Richard Reault, Board of Selectmen, Chair  
Darryl Wickens, Finance Committee, Chair

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Ms. Stephanie Pollack  
Secretary, Mass DOT  
10 Park Plaza, Suite 4160  
Boston Ma. 02116

2016 JAN -8 AM 10:18

BOARD OF SELECTMEN  
TYNGSBOROUGH, MA.

Dear Secretary Pollack,

As the Billerica representative to the Lowell Regional Transit Authority (LRTA) Advisory Board, I recently had a discussion with a member of the disabled community in my town in regards to him serving on the LRTA advisory board. After researching MGL Chapter 161B, which created the Regional Transit Authorities, I noticed that the law was in fact amended to allow for such representation. Effective on July 24, 2013 there are requirements to have a representative from the disabled community serve on the advisory board, for a term of one year on a rotating basis, as determined by the board.

Upon realizing this change in the law, I asked the Chairman of our Board, Mr. Kevin O'Connor, (Tyngsboro Representative to LRTA) at our September of 2015 meeting if we could come up with a policy to implement this requirement as it appears that it is a board driven action. I offered to write the policy if he so chose. Mr. O'Connor indicated something to the effect that he did not want to do it and he either adjourned the meeting or moved on to the next business item ignoring my request.

Massachusetts General Laws, Chapter 161B under Section 5, second paragraph as amended by 2013, 46, Sec.51 states in part *"One representative of the disabled commuter population shall serve on the advisory board as a voting member for a term of 1 year. Each city and town in the region, on a rotating basis as determined by the board, shall appoint a representative successively;..."* Furthermore, the oath that all LRTA appointees must take on a yearly basis states in part *"I (name of appointee) do solemnly swear that I will faithfully and impartially and to the best of my ability perform the duties of the (position) to which I have been appointed in accordance with the by-laws of the (town or city) Town Charter and the General Laws of the Commonwealth of Massachusetts, so help me god"*. The oath is then signed under the penalties of perjury.

It is unclear to me why Mr. O'Connor has chosen to violate and ignore the laws of Massachusetts and breach the oath of office that he took. Although the reason for his lack of action is unknown to me, my lack of support in his nomination to be the chairman of the LRTA Board does not entitle him to display such arrogance and disdain for the rule of law. He is indirectly punishing the members of Billerica's collective disabled community and denying them their rights.

The effect of the LRTA not complying with the above stated requirement deprives members of the disabled community in all of the LRTA member towns of their views and their ability to advocate for their specific needs. There may be certain needs that a rural community representative on the LRTA could bring to the board meeting that we might not be aware of and therefore may not be addressing.

The LRTA is partially funded by your agency and is a critical component of the Massachusetts transportation infrastructure in the greater Lowell area. As one of our funding sources you have leverage to bring Mr. O'Connor and the LRTA into compliance with the laws of the Commonwealth.

I am requesting your assistance in bringing Mr. O'Connor in compliance with Massachusetts state law as well as upholding the oath of office that he took. I also request that you not allow scarce transportation funds to be used for any legal or other costs relating to this matter. I have put Mr. O'Connor on notice that he was violating the state law and has been doing so for almost three years. Mr. O'Connor made a conscious and deliberate choice to violate the law when he chose to ignore my verbal and written notice (via email).

Furthermore, this is not his first violation of the laws of the Commonwealth. He unilaterally and subjectively canceled a meeting on May 28, 2015 using the false pretense that he did not have appointment letters from various towns in violation of our by-laws and state law. I also put Mr. O'Connor on notice for that violation, which he also disregarded.

Based on the above, I ask that you take the appropriate action to address these egregious acts so that the LRTA is in compliance with the laws of Massachusetts.

Sincerely,

 11/2/2016

Al Ramos

LRTA Representative, Billerica

39 Mt. Pleasant St., N. Billerica Ma. 01862

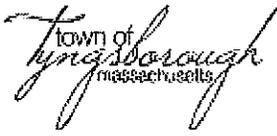
CC: Board of Selectmen: Billerica

✓ Board of Selectmen: Tyngsboro

State Representative Marc Lombardo

William Foley, Chairman, Billerica Commission on Disability

David D'Arcangelo, Director, Dept. of Mass. Office on Disability



Therese Gay <tgay@tyngsboroughma.gov>

## Fwd: Re:Proposed Adoption of a Smart Growth Overlay Zoning - Lakeview Avenue and Frost Road

Curt Bellavance <cbellavance@tyngsboroughma.gov>

Wed, Jan 20, 2016 at 3:04 PM

To: Therese Gay <tgay@tyngsboroughma.gov>

Terry:

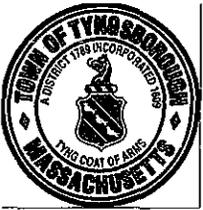
Could you please add this to correspondence as part of the 40R project. Thanks.

### Curt T. Bellavance

Town Administrator  
Town Hall  
25 Bryants Lane  
Tyngsborough, MA 01879

p. 978-649-2314

[www.tyngsboroughma.gov](http://www.tyngsboroughma.gov)



----- Forwarded message -----

From: **Robert Jackson** <rjackson@tyngsboroughma.gov>

Date: Wed, Jan 20, 2016 at 2:25 PM

Subject: Fwd: Re:Proposed Adoption of a Smart Growth Overlay Zoning - Lakeview Avenue and Frost Road

To: Curt Bellavance <cbellavance@tyngsboroughma.gov>

Robert Jackson

----- Forwarded message -----

From: <etcoursey@comcast.net>

Date: Jan 20, 2016 2:12 PM

Subject: Re:Proposed Adoption of a Smart Growth Overlay Zoning - Lakeview Avenue and Frost Road

To: <rreault@tyngsboroughma.gov>, <wgramer@tyngsboroughma.gov>, <rjackson@tyngsboroughma.gov>, <clambert@tyngsboroughma.gov>, <snocco@tyngsboroughma.gov>

Cc:

Re: Proposed Adoption of a Smart Growth Overlay Zoning  
Lakeview Avenue and Frost Road  
Developer Christopher Cox

Dear Mr. Reault,

We are residents at 28 Lakeview Avenue, abutters to the proposed development Pine Ridge Village.

We have been gathering signatures on a petition along with Elaine Dean, our neighborhood representative.

As a neighborhood we appreciate all her grass root efforts. To date we have over 200 signatures speaking clearly to our disapproval of the proposed plan.

General consensus speaks loudly to the issues of traffic, developing of wetlands, lighting, congestion, issues with water pressure (where there is already an issue for many of us) as well as unwelcomed, unnecessary businesses in a residential area. Mr. Cox already seems to be under the assumption that he has the right to change the laws while running his businesses in a residential zone. His outright tacky and undesirable "art" has upset many of us. Many people, including veterans, find his display of various cartoon characters disrespectful, making it seem that the men and women who serve our country are part of a comic strip. He may be trying to make this palatable for us but be assured we are choking and feel ashamed to have that display as a welcome sign to this end of Lakeview Avenue.

The concern of an unnecessary full service gas station and a store illuminating our neighborhood not only speaks to forever changing the landscape of our town but the residential aspect to our properties. Should this proceed we have even greater concerns of its failure to thrive leaving our area with environmental issues. Example of the full service station by Alexander's Pharmacy in Dracut which has sat vacant for years. Also there is no need for either a gas station nor store as there are several of both within a few miles.

His suggestion to have a police presence on this side of town isn't necessarily a bad idea but there is vacancy where the former senior center was located and we feel this would be more suitable should the town deem this idea necessary. The business complex that is proposed to which Mr. Cox will apparently move his businesses from 4 Lakeview Avenue, with a real estate agency to occupy another unit is a concern. In the future should this endeavor fail and the complex sold we could be faced with something even more undesirable. This complex as proposed would increase our concerns mentioned above: traffic, lighting, congestion.

The proposed 3 residential homes to be built on less than an acre of land seems to give a feeling of living on a city lot, again forever changing undesirably the landscape of our neighborhood.

All of Mr. Cox' plans do not seem to have any benefit, need nor desirability to our neighborhood.

While researching other developments and activity of Mr. Cox and his reputation several red flags presented themselves while on the Secretary of State website under corporations and The Registry of Deeds. We would like to suggest that our town attorney further research this matter regarding his numerous corporations and the involuntary dissolution of several of these. Further research is recommended regarding several of his mortgages/mortgagees listed on The Registry of Deeds.

Thank you for your attention to this matter. We look forward to the meeting Monday night.  
Elise Coursey and Elaine Frenette

2016 JAN 14 AM 11:30

January 11, 2016

BOARD OF SELECTMEN  
TYNGSBOROUGH, MA.

Town of Tyngsboro

Board of Selectmen

Subject: Housing developement

persuant to M.G.L.c.40R,s.11,760CMR.59.00 and M.G.L.c.40A,s.11.

We are absolutely opposed to this project. Please let it be known.

We live in a wonderful quiet area and we don't want so much more traffic and confusion and do not want a turn around that will absolutely increase traffic especially when school lets out and busses are on the road.

This will also increase traffic both ways on Lakeview Ave.This we do not want.

Thank you for your attention. Please do not give approval for this project..

Spencer Apostolos---14 Cricones Way.Tyngsboro, Mass.



and

Stella Apostolos--14 Cricones Way. Tyngsboro,Mass.



January 6, 2016

Tyngsborough Board of Selectmen

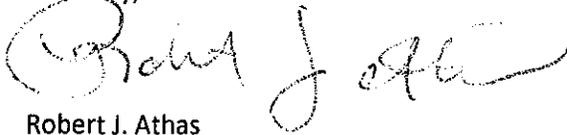
Dears Sirs,

On behalf of my family, I am writing to you because we have a previous commitment and will not be able to attend the Selectman's meeting on January 11, 2016.

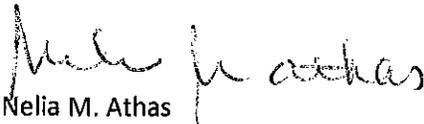
I wish to express a deep concern regarding parcels on 1 and 4 Lakeview Avenue. As residents of 18 years at 3 Waterway Place, we have seen our share of vehicle accidents, both major and minor, and in some cases (5) hitting our property. We feel that adding a gas station/country store would only exasperate situation of safety at the intersection, especially after the accident this morning. We also would add, that we moved to Tyngsborough to not have a view of said gas station/country store.

We hope that you will consider our objections to this project and will vote against it. Thank you for your time and considerations.

Sincerely,



Robert J. Athas

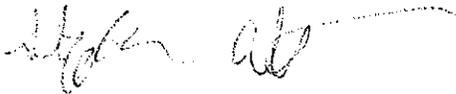


Nelia M. Athas



Nicole Athas

Stefan Athas



2016 JAN - 7 PM 12: 56  
BOARD OF SELECTMEN  
TYNGSBOROUGH, MA.

40R

PAUL MICHELIN  
30 LAKEVIEW AVE.  
TYNGSBORO MA  
978-649-7826

2016 JAN 11 AM 8:37  
BOARD OF SELECTMEN  
TYNGSBOROUGH, MA.

**SUBJECT: CHRIS COX 40R PROJECT.  
I AM TOTALY AGAINST IT.  
I BEEN LIVING AT 30 LAKEVIEW AVE. FOR 60 YEARS.**

**REASONS AGAINST THE PROJECT**

**1. PUTTING 3 HOMES ON AN ACRE LOT JUST 2 LOTS FROM MY PROPERTY.**

**THIS ISN'T LOWELL. I DONT THINK THE SELECTMAN WOULD PASS IT IF IT WAS NEXT TO THERE HOME.**

**WATER PRESSURE PROBLEMS:**

**THE WATER PRESSURE NOW IS BAILY PASSABLE . THERE'S A PUMPING STATION JUST 2 LOTS UP THE STREET. ADDING ALL NEW CONSTRUCTION WILL CREATE A WORST PROBLEM. THE WATER MAIN WAS INSTALLED AROUND 1950 AND IS 12" DIAMETER SMALLER INSIDE. IF DRACUT WATER HAS TO UPGRADE WHO WILL PAY FOR IT? CUSTOMERS**

**3.CAN THE CAPASITY OF THE SEWER LINE BIG ENOUGH FORTHIS PROJECT?**

**IT WAS DESIGNED TO BRING SEWERLINE TO 2 SCHOOLS**

**4. WETLANDS:**

**WHEN APOLLO DRIVE WAS IN PLANING STAGES THE CONSERVATION BOARD RULED THAT THERES SEASONAL WETLAND ALL THE WAYTO THE DEANS PROPERTY. THE DEVELOPER APPEALED TO**

**40R**

**STATE . THEY RULED THAT HE DESIGNED A UNDER GROUND PIPING SYSTEM CHANNEL THE WATER DOWN BEHIND THE LOTS NEAR THE SWAMP AND GOES UNDER LAKEVIEW NEXT TO HEBERTS RESIDENTS. THERE'S WATER NEXT TO FROST RD. ALL THE WAY TO LAWNSDALE FARM EVERY SPRING.**

**5. TRAFFIC NIGHTMARE:**

**THE FROST RD LAKEVIEW AVE INTERSECTION IS DANGEROUS MOST CARS GO 45MPH AND SOME GO EVEN FASTER. THE POLICE PULL CARS OVER ALOT BUT CAN'T BE THERE ALL THE TIME. WHAT IS NEEDED IS TO REMOVE THE Y CONFIGURATION AND PUT TRAFFIC LIGHTS.**



Therese Gay <tgay@tyngsboroughma.gov>

## DLS at MMA

DLS\_Alerts@dor.state.ma.us <DLS\_Alerts@dor.state.ma.us>  
To: tgay@tyngsboroughma.gov

Wed, Jan 20, 2016 at 2:48 PM

### DLS at MMA Annual Meeting & Trade Show

Below please find information on the many ways the Division of Local Services will be providing updates and information to local officials at the [Massachusetts Municipal Association's Annual Meeting & Trade Show](#) at the Hynes Convention Center. We look forward to seeing you!

#### Friday, January 22nd, 2016

##### 11am - 5pm

Stop by the DLS booth (Booth 920-22) on the Trade Show Floor to say hello and get the latest updates on the many ways DLS is improving operations and communications tools to better serve local officials.

##### 1pm - 1:50pm

*Live Demonstration of DLS Municipal Databank and Gateway Innovations Exhibitor Seminar*  
Exhibit Hall Auditorium - Theater B

This presentation will provide step-by-step guidance for recently enhanced municipal databank reports and reporting tools. DLS staff will host an interactive presentation designed to help users navigate the improved DLS website in order to better access, export, and print municipal finance data.

##### 2pm - 3:30pm

*Developments and Initiatives in Municipal Finance Workshop*  
Room 210 (2nd floor)

This workshop will cover important issues in municipal finance. Administration and Finance Secretary Kristen Lepore will discuss the state budget and economic outlook as they affect cities and towns. Senior Deputy Commissioner of Local Affairs Sean Cronin will serve as moderator and Division of Local Services staff will make presentations on a range of topics, including enhanced analytical tools, DLS Gateway improvements, and a legislative update. A question-and-answer component will follow each panelist.

#### Saturday, January 23rd, 2016

##### 10am - 2pm

If you missed us on Friday, stop by the DLS booth (Booth 920-22) on the Trade Show floor to say hello and get the latest updates on the many ways DLS is improving operations and communications tools to better serve local officials.



January 6, 2016

2016 JAN 11 AM 8:36

BOARD OF SELECTMEN  
TYNGSBOROUGH, MA.

Town Manager Curt Bellevance  
Town of Tyngsborough  
25 Bryant Lane  
Tyngsborough, MA 01879

Dear Manager Bellevance,

As you are all aware, opiate overdoses are increasing at an alarming rate within our region. Arriving on scene, Trinity is seeing patients that are more and more critical. At Trinity EMS our goal is to continuously work with your team and help your efforts in this arena.

Trinity EMS currently provides 911 emergency services for thirteen (13) cities and towns throughout Northeast Massachusetts and Southern New Hampshire. We have responded to over 80,000 calls for service per year which allows us to collect approximately 123,000,000 points of data from these calls each year. We are going to use this data to help you in your mission.

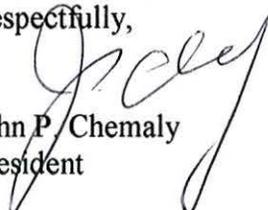
Trinity has entered into an agreement for a product called *FirstWatch* (<http://www.firstwatch.net/>). This product allows us to take raw data (in this case Opiate Overdoses) and turn it into useful information, **in real time**. We will be utilizing the data we are collecting to further enhance our situational awareness and pin point where the overdoses are happening in your community in real time. The product uses our EMT's patient care reports to collect the opiate overdose information. Within 20 minutes of the paperwork being completed and submitted, that record will be included in the real time information and "pinned" on a map at that location. Due to HIPAA regulations this pin will show you within approximately 1 block radius of the call.

Trinity's proposal is to provide access to the Police and Fire Chiefs as well as the head of public health for each of our 13 communities. There are approximately only 8 other areas in the United States that are using *FirstWatch* for opiate monitoring today.

Trinity is truly excited to implement this product and offer its benefits to you for real time opiate data monitoring. We plan on being "live" and providing access to this system by the end of January 2016. All you will need is a secure web browser and log in access through our website [www.TrinityEMS.com](http://www.TrinityEMS.com). We will be in touch soon to set up a meeting to further discuss the product and to provide you with your access.

If you have any further questions or concerns, please contact Jon Kelly at 978-441-9191.

Respectfully,

  
John P. Chemaly  
President

  
Jon Kelley  
Director Communications/Dispatch



Curt Bellavance <cbellavance@tyngsboroughma.gov>

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## Senate Plans Feb. 4 Vote on Public Records Law Legislation

1 message

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Massachusetts Municipal Association <alerts@mma.org>

Tue, Jan 12, 2016 at 9:05 AM

Reply-To: vsclafani@mma.org

To: cbellavance@tyngsboroughma.gov

Having trouble viewing this email? [Click here for web version.](#)

**MMA** Legislative Alert  
**Act Now**  
Massachusetts Municipal Association The Voice of Cities and Towns www.mma.org

Tuesday, January 12, 2016

## Senate Plans Feb. 4 Vote on Public Records Law Legislation

The Senate has announced plans to debate and vote on a controversial bill to update the public records law on Thursday, February 4. The Senate Committee on Ways and Means is preparing a recommendation that may be released within the next 2 weeks.

The House approved an overhaul of the records law in November. That bill was drafted by the House Committee on Ways and Means after weeks of discussion with all stakeholders, including the MMA. The House bill reflects a difficult balance between the demands made by newspaper publishers and other advocacy groups, and the concerns of state and municipal officials who are seeking reforms that are workable and not overly costly to implement. Several influential advocacy organizations and their lobbyists are pressuring the Senate to incorporate harsher and most costly provisions that were not included in the House compromise.

Since last July, the MMA has met with proponents of the bill, legislators in both branches, and legislative staff to explain the impact on local government, and talk about ways to update the law in a balanced manner that enhances access to public records while being workable and affordable at the local level. We know that local leaders have communicated with legislators and talked to them at local meetings, and it is important to renew those efforts now.

Please call your Senators, even if you've talked to them before, and remind them about your concerns and the problems that would be created by over-burdensome changes to the law. Please let your Senators know about the types of record requests you receive now, and the local resources that are needed to comply.

Please ask your Senators to make sure that any bill approved by the Senate is **balanced and fair** by including the following protections for local taxpayers:

1. **No unfunded mandates!** Please ask your Senator to make sure any new administrative requirements are minimized. And, critically, please ask that cities and towns can continue to be reimbursed a fair and reasonable fee for complying with record requests, particularly the increasing number of complex and labor-intensive requests. If communities cannot be adequately reimbursed for the cost of responding to requests, communities will be forced to cut funding from other parts of the budget or increase their reliance on the property tax. That's why state law (Proposition 2½) has placed a ban on new unfunded mandates.

2. **Enough time to comply!** Please ask your Senator to make sure the deadlines for compliance are workable and flexible enough to apply to requests ranging from the simple to the most complex and time-consuming. This is particularly important to smaller communities and those with limited administrative capacity. Public records requests are important, but the law must be structured so that communities can have enough time to respond without being forced to crowd out or delay other important public services and obligations to taxpayers. The framework in the House bill recognizes this by providing municipalities with up to 75 days to comply with a request, but also provides avenues for those requesting public records to appeal if they believe the requests should be completed in a shorter time frame. Efforts to reduce the time to comply would make the bill unworkable and more burdensome for too many local governments.

3. **Fair enforcement!** Please ask your Senator to make sure that any penalties or provisions for attorney's fees or court costs are balanced and do not apply when a city or town is making a good faith effort to respond to requests. Some advocacy groups are calling for language that would provide a financial incentive for lawsuits, and take away discretion from judges. The House language is already more favorable for plaintiffs than in other legal proceedings, including civil rights cases, a fact that has been ignored. And please ask your Senator to make sure that there is good language to protect cities and towns from the increasing problem of harassing and frivolous requests.

## **Please Talk With Your Senators Today**



**Massachusetts Municipal Association**

One Winthrop Square, Boston, MA 02110

(617) 426-7272

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[Unsubscribe](#) from MMA Legislative Alerts.

2016 JAN 15 AM 11:48

BOARD OF SELECTMEN  
TYNGSBOROUGH, MA



January 14, 2016

Via UPS Delivery

Board of Selectmen  
Town of Tyngsborough  
25 Bryants Lane  
Tyngsborough, MA 01879

**Re: Change of Address Notification**

Dear Chairman and Members of the Board:

We are writing to provide you with updated address information relative to the "Notices" section of your current Cable Television License.

Please be advised that all notices to be served upon the Licensee ("Comcast") should be sent by certified mail (postage prepaid) or by overnight delivery to the following address:

Comcast  
Attn: Government Affairs  
181 Ballardvale Street – Suite 203  
Wilmington, MA 01887

With a copy to the following addresses:

Comcast  
Attn: Government Affairs  
676 Island Pond Road  
Manchester, NH 03109

Comcast Cable Communications, Inc.  
Attn: Government Affairs  
1701 JFK Blvd  
Philadelphia, PA 19103

Should you have any questions, please do not hesitate to contact me at 978-267-4274.

Very truly yours,

*Ben Pearlman*

Ben Pearlman, Sr. Manager  
Government Affairs



2016 JAN 15 AM 11:48

January 14, 2016

BOARD OF SELECTMEN  
TYNGSBOROUGH, MA.

Board of Selectmen  
Town of Tyngsborough  
25 Bryants Lane  
Tyngsborough, MA 01879

**Re: Municipal Emergency Reporting Procedure**

Dear Chairman and Members of the Board:

In our effort to better assist our municipal customers, we are writing once again to provide you with the emergency reporting procedures for certain outside plant and service problems.

In the event that any municipal building experiences problems with downed cable drops, signal transport issues with I-NET or Video Return Lines, Public, Education and Government (PEG) Access channels or to have our technical or construction staff on-site during an emergency, please follow the steps detailed below:

**MUNICIPAL - EMERGENCY/TROUBLE REPORTING PROCEDURES**

*(Please note the XOC telephone number listed below **IS NOT** for public dissemination)*

- **STEP 1 Dial: 1-877-359-1821** (24/7 – XOC)
- **STEP 2 Select: Option # 4 - Greater Boston** or Western NE regions
- **STEP 3 Select: Option # 4 - Commercial Accounts, Municipalities, Utilities, Police & Fire**
- **STEP 4 Reason for call:**
  - Option # 1 - Down Wires (will be prompted to enter zip code)
  - Option # 2 - Pole or all other Municipal Issues
- **STEP 5 Speak with Rep. and obtain job reference #**

The above steps will put you in touch with our Excellence Operations Center (XOC), 24-hours a day, and seven days a week. **Once again, please note this telephone # IS NOT for public dissemination.**

Please do not hesitate to contact me at 978-267-4274 should you have questions.

Very truly yours,

*Ben Pearlman*

Ben Pearlman, Sr. Manager  
Government Affairs



## TOWN OF TYNGSBOROUGH

Office of the Town Administrator

Town Offices | 25 Bryants Lane

Tyngsborough, MA 01879

Tel: (978) 649-2300 Ext. 100 | Fax: (978) 649-2320

January 15, 2016

Mr. Jason Bulger  
114 Oak Street  
Dunstable, MA 01827

Dear Mr. Bulger:

This letter serves to notify you of your appointment to the position of Information Technology Administrator for the Town of Tyngsborough effective upon appointment by the Board of Selectmen, pending the outcome of a CORI check and your completion of the state-mandated Conflict of Interest training.

This is a non-union, exempt, salaried position with benefits provided per the Town's Personnel Bylaw. The position is a part time, 18-hour work week, with a yearly salary of \$33,696. There is a probationary period of six months. The starting date to be determined but no later than February 8.

Thank you for your interest in the Town of Tyngsborough. We welcome you aboard and look forward to having you as part of the team!

Sincerely,

Curt T. Bellavance  
Town Administrator

c: Board of Selectmen  
Kerry Colburn-Dion, Finance Coordinator/Town Treasurer



*Town of Tyngsborough*  
*Conservation Commission & Trails Committee*

*PRESENTS*

**WINTER SNOWSHOE AND ANIMAL TRACKING**

*Saturday, January 30<sup>th</sup> at 9:00am*

The Nature Walks Conservation Society is hosting this beautiful winter nature walk which will be led by lifelong naturalist & conservation advocate Mark Fraser (host of Nature Walks, seen on PBS). The walk will examine wildlife signs and tracks in the snow (if there is any). Birds and mammals of winter are often seen during this walk, so bring the family along for an easy paced outdoor experience.

The walk is free and open to all ages. No registration is required.





## TOWN OF TYNGSBOROUGH

Office of the Town Administrator

Town Offices | 25 Bryants Lane

Tyngsborough, MA 01879

Tel: (978) 649-2300 Ext. 100 | Fax: (978) 649-2320

January 12, 2016



Mr. & Mrs. Provencher  
19 Highland Street  
Tyngsborough, MA 01879

**RE: Response to Inquiry**

Dear Mr. & Mrs. Provencher:

It has come to my attention that a letter you had provided this past summer was not addressed in a timely manner. I apologize for any inconvenience as I thought your questions had been addressed in person.

The road repairs that were performed by the Highway Department were in the right of way. The maintenance included asphalt patching around a catch basin, a sidewalk in two locations, and at the end of a driveway where it intersected the roadway. All of which are within the right of way.

As always, the Town will try and address problems that arise throughout Town, including sidewalk and roadway asphalt patching. Although we have many roads that need repair, it is very important to maintain newer roadways so that future repairs can be minimized and at less cost.

Highland Street has not been accepted by the Town but our office is looking to complete the roadway acceptance of several roadways throughout Tyngsborough and Highland Street is one of those roadways.

I hope this answers your question. Please feel free to reach out in the future if you have any other concerns or questions.

Sincerely,

Curt Bellavance,  
Town Administrator

c: Board of Selectmen  
James Hustins, Highway Foreman  
Matt Hanson, Assistant Town Administrator

**The Provenchers**  
19 Highland Street  
Tyngsborough, Massachusetts 01879-1011  
Telephone: 978 649 6015, 978 649 2595  
E-mail: [rtprovencher@aol.com](mailto:rtprovencher@aol.com)

2015 DEC 10 PM 1:13  
BOARD OF SELECTMEN  
TYNGSBOROUGH, MA.

December 07, 2015

Selectmen  
Town Hall  
25 Bryant's Lane  
Tyngsborough, Massachusetts 01879

Dear fellow citizens:

We are writing to determine why we have not received a complete answer to a letter of concern we sent you on June 20, 2015.

As you may recall, in that letter we raised two concerns: one regarding Sunday morning noise emanating from the Pheasant Lane Mall; the other regarding the possibility of town money being expended to affect an asphalt repair benefitting a private individual.

As to the former concern, shortly after we wrote our letter to you we received a call from a senior officer at the Tyngsborough Police Department, who gave us a reasonable and acceptable explanation.

As to the latter, we have heard nothing. So, the question remains, and for a second time we ask: was public money expended to affect an asphalt repair benefitting a private individual? If the answer is "yes", then we have a problem. But, if the answer is "no", the issue is settled. In any event, we need you to give us an answer one way, or the other.

We would not be raising this concern except for a coincidence of circumstances. We found it remarkably coincidental that at the same time a town truck, carrying asphalt patch, was fixing the catch basin at the corner of Highland and Farwell, the end of our new neighbors' driveway was also repaired. While it is entirely possible that these private repairs were made by a private contractor, we would like to be assured, at least, that no town money was expended.

Thank you for your consideration.

Respectfully,

*Robert Provencher*  
*Regina Provencher*

**CHARLES J. ZAROULIS LAW OFFICES**

2016 JAN 11 PM 1:08

1565 Main Street, Building 1, Suite 1F, Tewksbury, Massachusetts 01876

Telephone (978) 458-4583

Facsimile (978) 937-0950

E-mail [charles.zaroulis@verizon.net](mailto:charles.zaroulis@verizon.net)

BOARD OF SELECTMEN  
TYNGSBOROUGH, MA.

January 5, 2016

Clerk's Office – Civil Business  
Middlesex Superior Court - Lowell  
360 Gorham Street  
Lowell, MA 01852

**File: Tyngsborough**

**Re: Robert G. Jackson, et als., Town of Tyngsborough Board of Selectmen  
v. Claire Cloutier, et als., Town of Tyngsborough Zoning Board of Appeals  
and 7-23 Middlesex Road LLC  
Middlesex Superior Court MICV2014-08025 (L1)**

Dear Madam or Sir:

Pursuant to Mass. R. of Civ. P. 41(a)(1)(ii), I enclose for filing a Stipulation of Dismissal signed by both attorneys of record as to 7-23 Middlesex Road LLC.

Pursuant to Mass. R. of Civ. P. 42(a)(1)(i), I enclose for filing a Stipulation of Dismissal signed only by me where no Notice of Appearance or Answer was filed on behalf of the Tyngsborough Zoning Board of Appeals.

Sincerely yours,

Charles J. Zaroulis  
Tyngsborough Town Counsel

CJZ/jrz  
Enclosures

cc: Peter J. Nicosia, Esq., with Enclosures  
Board of Selectmen  
Zoning Board of Appeals

HEADQUARTERS  
7 Technology Drive, Suite 102  
Chelmsford, MA 01863  
Phone: 978-453-2500  
Fax: 978-453-2555



BOSTON REGIONAL OFFICE  
308 Victory Road, 3<sup>rd</sup> Floor  
Quincy, MA 02171  
Phone: 617-773-9090  
Fax: 617-773-9669

**SEAN R. McARDLE**  
State Director

*"Representing New England's Finest"*  
[www.nepba.org](http://www.nepba.org)

*Mailing Address:*  
72 Huntress Street  
Quincy, MA 02169

Keeper of Records  
Town of Tyngsborough  
25 Bryants Lane  
Tyngsborough, MA 01879

January 5, 2016

2016 JAN -7 PM 12:57  
BOARD OF SELECTMEN  
TYNGSBOROUGH, MA.

Re: *Request for Documents*  
*Pursuant to Massachusetts General Law Chapter 66, Section 10 (a)*

Dear Sir/Madam:

Please forward the following documents to this office as soon as possible:

Any and all documents reflecting, evidencing, referencing or constituting a collective bargaining agreement(s) (including a wage page) between the city/town for the sergeants of the police department for the years covering July 1, 2013 to present.

This request is made pursuant to Freedom of Information Act, Massachusetts General Law Chapter 66, Section 10 (a).

Since disclosure of these documents is consistent with the above-referenced law and in the public interest, a waiver of fees, as provided by 960 CMR 32.06 (5), is requested. Please contact my office if you have any questions or concerns about this request. As you are most likely aware, the state's Freedom of Information Act requires access to be provided "without unreasonable delay" and in no event later than ten (10) days. If you have this document electronically, please feel free to email it to [smcardle5@yahoo.com](mailto:smcardle5@yahoo.com).

I appreciate your cooperation and look forward to your response. Again, if you have any questions or concerns, please contact my office.

Sincerely,

Sean McArdle  
State Director

10 Glendale Ave.

Tyngsborough, MA 01879

December 28, 2015

2015 DEC 35 AM 8:54

BOARD OF SELECTMEN  
TYNGSBOROUGH, MA.

Tyngsborough Board of Selectmen

25 Bryants Lane

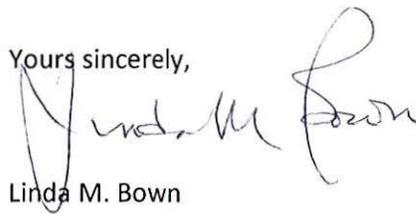
Tyngsboro, MA 01879

Dear Gentlemen:

It is with regret that I must resign from the Government Study Commission.

Unfortunately, I have had a change in my schedule which would impede my ability to attend the meetings. It has been a pleasure working on this Commission .

Yours sincerely,

A handwritten signature in black ink, appearing to read "Linda M. Bown". The signature is written in a cursive style with a large, looping initial "L".

Linda M. Bown

December 23, 2015

Town Administrator  
Tyngsborough, MA 01879

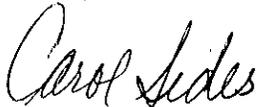
Dear Mr. Bellavance:

I would like to put forth my name as an Associate member of the Council on Aging Board. I have recently retired and have been using the Council on Aging facilities. It pleases me to see the wonderful programs that are offered to the seniors in our community.

I realize that as an Associate, I will mainly be observing, but will be available should a member of the board step down.

Thank you for your consideration. If you wish to contact me, my number is 978-649-9286.

Sincerely,

A handwritten signature in cursive script that reads "Carol Sides".

Carol Sides  
160 Frost Road  
Tyngsborough, MA 01879

Cc: Barbara Roche

# Massachusetts School Building Authority

Deborah B. Goldberg  
Chairman, State Treasurer

Maureen G. Valente  
Chief Executive Officer

John K. McCarthy  
Executive Director / Deputy CEO

December 18, 2015

Mr. Richard D. Reault, Chair  
Tyngsborough Board of Selectmen  
Tyngsborough Town Hall  
25 Bryants Lane  
Tyngsborough, MA 01879

BOARD OF SELECTMEN  
TYNGSBOROUGH, MA  
2015 DEC 23 AM 11:42  
BOARD OF SELECTMEN  
TYNGSBOROUGH, MA.

Re: Town of Tyngsborough 2015 SOI Status

Dear Mr. Reault:

The Massachusetts School Building Authority (the "MSBA") would like to thank the Town of Tyngsborough (the "District") for expressing an interest in the MSBA's program for school building construction, renovation, and repair grants through the 2015 Statement of Interest (the "SOI") process.

Overall, the MSBA received 97 SOIs from 67 different school districts for consideration in 2015. In reviewing SOIs, the MSBA identifies the school facilities that have the greatest and most urgent need based on an assessment of the entire cohort of SOIs that are received for consideration each year.

Through the MSBA's due diligence process and review of the 97 SOIs that were received for consideration in 2015, the MSBA has determined that the Tyngsborough Middle School SOI will not be invited into the MSBA's Eligibility Period at this time.

If the District would like this school to be considered for future collaboration with the MSBA, the District should file an SOI in an upcoming year. The MSBA will be accepting SOIs for consideration in 2016 starting on January 8, 2016. Please see the detailed information about the process below and on the MSBA's website. If your District is planning to submit an SOI in 2016, consider notifying local governing boards of your intentions, as local governing bodies will have to vote to approve submission of an SOI prior to the following closing dates:

- The SOI closing date for Districts submitting under the Accelerated Repair Program, which is primarily for the repair and/or replacement of windows, roofs, and/or boilers in an otherwise structurally sound facility, will be Friday, February 12, 2016.
- The SOI closing date for Districts submitting under the Core Program, which is primarily for projects beyond the scope of Accelerated Repair, including extensive repairs, renovations, addition/renovations, and new school construction will be Friday, April 8, 2016.

Page 2  
December 18, 2015  
2015 SOI Status Letter

The MSBA is proud to be collaborating with the Town of Tyngsborough on the Tyngsborough High School project, and remains committed to partnering with the District to better understand any other school facility issues in the District. The MSBA will be sending more detailed information regarding the 2016 SOI process in the coming weeks.

Please feel free to contact Diane Sullivan, Director of Program Management at (617) 720-4466 should you have any questions.

Sincerely,

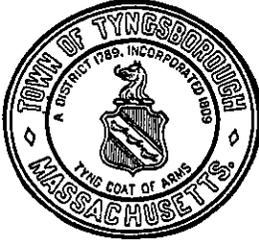


Maureen G. Valente  
Chief Executive Office



John K. McCarthy  
Executive Director/Deputy CEO

Cc: Legislative Delegation  
Michael Moran, Chair, Tyngsborough School Committee  
Donald Ciampa, Superintendent, Tyngsborough Public Schools



TOWN OF TYNGSBOROUGH  
Office of the Selectmen  
25 Bryants Lane  
Tyngsborough, MA 01879  
Tel: 978 649-2300 Ext. 100 Fax: 978 649-2320

January 13, 2016

Mr. Charles J. Zaroulis, Esq.  
1565 Main Street  
Bldg. 1, Suite 1F  
Tewksbury, MA 01876

Re: Summons

Dear Charles,

Attached is a document served this AM to the Town. Could you review the summons and let me know if there is something the Town will need to address.

Please let me know. You can call me at 978 649-2314.

Thank you, Charles.

Sincerely,

Therese Gay  
Admin Assistant

TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED: —  
TORT — MOTOR VEHICLE TORT — CONTRACT —  
EQUITABLE RELIEF — OTHER

COMMONWEALTH OF MASSACHUSETTS

SUPERIOR COURT  
DEPARTMENT  
OF THE  
TRIAL COURT  
CIVIL ACTION  
No. 1581CV06960

MIDDLESEX, ss



TRUSTEES OF THE VILLAGE AT MERRIMAC  
LANDING CONDOMINIUM TRUST,  
Plaintiffs

vs.  
MAURA A. MASTERSON,  
Defendant

and  
MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., COMMONWEALTH OF  
MASSACHUSETTS, COMMUNITY HOUSING  
INC. and TOWN OF TYNGSBOROUGH,  
Defendants/Parties-In-Interest

TRUE COPY ATTE  
DEPUTY SHERIFF  
Middlesex County  
1/13/2016  
DATE OF SERVICE

SUMMONS

Town of Tyngsborough  
Town Hall  
25 Bryants Lane  
Tyngsborough, MA 01879

To the above-named Defendant:

You are hereby summoned and required to serve upon Janet Oulousian Aronson of Marcus, Errico, Emmer, & Brooks, P.C. plaintiff's attorney, whose address is 45 Braintree Hill Office Park, Suite 107, Braintree, MA 02184, an answer to the complaint which is herewith

served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also required to file your answer to the complaint in the office of the Clerk of this court at WOBURN either before service upon plaintiff's attorney or within a reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making such claim in any other action.

Witness, Judith Fabricant, Esquire, at the 6th day of January, in the year of our Lord 2016

[Signature]  
Clerk

- NOTES.
1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
  2. When more than one defendant is involved, the names of all such defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

NOTICE TO DEFENDANT — You need not appear personally in court to answer the complaint, but if you claim to have a defense, either you or your attorney must serve a copy of your written answer within 20 days as specified herein and also file the original in the Clerk's Office.

✓

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT DEPARTMENT  
CIVIL ACTION NO. 1581CV06960

TRUSTEES OF THE VILLAGE AT MERRIMAC )  
LANDING CONDOMINIUM TRUST, )  
Plaintiffs )

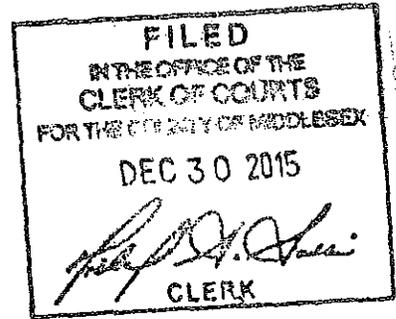
vs. )

MAURA A. MASTERSON, )  
Defendant )

and )

MORTGAGE ELECTRONIC REGISTRATION )  
SYSTEMS, INC., COMMONWEALTH OF )  
MASSACHUSETTS, COMMUNITY HOUSING )  
INC. and TOWN OF TYNGSBOROUGH, )  
Defendants/Parties-In-Interest )

COMPLAINT



PRELIMINARY STATEMENT

1. This is an in rem action brought by the organization of unit owners of a condominium (a) pursuant to M.G.L. c. 183A, ss. 6(a) and 6(c) and c. 254, ss. 5 and 5A, to establish and enforce a lien for unpaid common expenses. This action further seeks a determination of the priority of the unit owner organization's lien under M.G.L. c. 183A, s. 6(c).

PARTIES

2. The Plaintiffs, the Trustees of The Village at Merrimac Landing Condominium Trust (hereinafter referred to as the "Organization of Unit Owners"), are the duly elected/appointed members of the governing body of The Village at Merrimac Landing Condominium Trust under a Declaration of Trust dated April 15, 2009, and recorded with the Middlesex North County Registry of Deeds (hereinafter referred to as "Registry of Deeds") in Book 22909, Page 114, which Organization of Unit Owners is the organization of unit owners of The Village at Merrimac Landing Condominium, a condominium established by Master Deed dated April 15, 2009, and recorded with the

Registry of Deeds in Book 22909, Page 88, (hereinafter referred to as the "Condominium"). The Condominium is located in Tyngsborough, Middlesex County, Massachusetts. The Plaintiffs bring this action pursuant to their powers in the said Declaration of Trust of the Condominium and/or in M.G.L. c. 183A, s. 10(b)(4) contained. Additionally, they bring this action on behalf of all other parties in interest pursuant to M.G.L. c. 254, s. 5.

3. The Defendant, Maura A. Masterson, (hereinafter referred to as the "Defendant") is the record owner of Unit #17-E, Merrimac Way, Tyngsborough, MA 01879, at the Condominium (hereinafter referred to as the "Unit"), pursuant to a Unit Deed dated March 12, 2010, and recorded with the Registry of Deeds in Book 23807, Page 57. The Defendant maintains an address of 70 Lane Road, Derry, NH 03038.

4. The Defendant/Party-In-Interest, Mortgage Electronic Registration Systems, Inc., *as nominee for lender Salem Five Mortgage Company, LLC*, (hereinafter referred to as the "First Mortgagee") has a place of business at 1901 E. Voorhees Street, Suite C, Danville, IL 61834, and is the holder of a first mortgage of record upon the Unit dated March 12, 2010, and recorded with the Registry of Deeds in Book 23807, Page 79.

5. The Defendant/Party-In-Interest, Commonwealth of Massachusetts has a place of business at 100 Cambridge Street, Boston, MA 02108, and is the holder of certain rights related to the Unit pursuant to a Deed Rider attached to said Unit Deed.

6. The Defendant/Party-In-Interest, Community Housing Inc. has a place of business at 40 Church Street, Lowell, MA 01852, and is the holder of certain rights related to the Unit pursuant to a Deed Rider attached to said Unit Deed.

7. The Defendant/Party-In-Interest, The Town of Tyngsborough has a place of business at Town Hall, 25 Bryants Lane, Tyngsborough, MA 01879-1003, and is the holder of certain rights related to the Unit pursuant to a Deed Rider attached to said Unit Deed.

## FACTS

8. Pursuant to M.G.L. c. 183A, s. 6, and the applicable provisions of the Condominium's documents, there is a lien against the Unit in the amount of \$2,857.00 (hereinafter "common expenses").
9. Pursuant to M.G.L. c. 183A, s. 6(a) the lien includes attorney's fees and costs incurred by the Plaintiff in pursuing this matter in accordance with said provisions.
10. Pursuant to M.G.L. c. 183A, s. 6(c), the Plaintiffs did give the Defendant notice by certified and first class mail.
11. Pursuant to M.G.L. c. 183A, s. 6(c), the Plaintiffs did give notice to the First Mortgagee, by certified and first class mail, of their intent to file this action.

## CAUSES OF ACTION

### COUNT I - AGAINST THE UNIT

12. Pursuant to the provisions of M.G.L. c. 183A, ss. 6(a) and 6(c), the amount due as aforesaid, and as such attorney's fees and costs may additionally accrue hereafter, constitute a lien upon the Unit.

### COUNT II - ESTABLISHING THE PRIORITY OF THE LIEN

13. Pursuant to the provisions of M.G.L. c. 183A, s. 6(c), the lien on the Unit has priority over all other liens and encumbrances except (a) liens and encumbrances recorded prior to the recording of the aforesaid Master Deed, (b) liens for real estate taxes and other municipal assessments or charges, and (c) any first mortgage of record; provided, however, that as to the first mortgage of record the Plaintiffs' lien is prior thereto to the extent of monthly common expense assessments which became due during the six months prior to the institution of this action plus all attorneys' fees and collection costs incurred by the Plaintiffs in the enforcement thereof.

PRAYER

WHEREFORE the Plaintiffs pray that this Honorable Court:

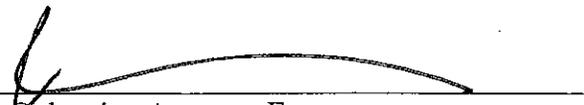
1. Declare that there is a lien upon the Unit in the amount as may be found.
2. Declare that the lien is entitled to the priority as provided for by law.
3. Order the sale of the Unit to satisfy, in whole or in part, the declared lien.
4. Grant possession of the Unit as a part of said sale.
5. Grant such other relief as may be just and proper.

Respectfully submitted,

TRUSTEES OF THE VILLAGE AT MERRIMAC  
LANDING CONDOMINIUM TRUST,

By their attorneys,

MARCUS, ERRICO, EMMER  
& BROOKS, P.C.

  
Janet Gulousian Aronson, Esq.  
BBO #557646  
45 Braintree Hill Office Park, Suite 107  
Braintree, MA 02184  
(781) 843-5000  
[jaronson@meeb.com](mailto:jaronson@meeb.com)

DATED: December 22, 2015

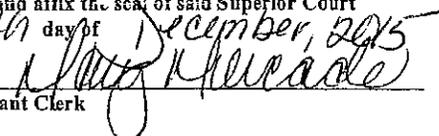
NOTICE

THE LAW FIRM OF MARCUS, ERRICO, EMMER & BROOKS, P.C. IS A DEBT  
COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

MIDDLESEX, ss.

**Commonwealth of Massachusetts**  
SUPERIOR COURT DEPARTMENT OF THE TRIAL COURT

In testimony that the foregoing is a true copy on file  
and of record made by photographic process, I hereunto  
set my hand and affix the seal of said Superior Court  
this 30<sup>th</sup> day of December, 2015

  
Deputy Assistant Clerk

<b>CIVIL ACTION COVER SHEET</b>	DOCKET NO. (to be added by Clerk)	<b>Trial Court of Massachusetts Superior Court Department County: <u>Middlesex</u></b>	
PLAINTIFF(S): Trustees of the Village at Merrimac Landing Condominium Trust		DEFENDANT(S): Maura A. Masterson, Mortgage Electronic Registration Systems, Inc., Commonwealth of Massachusetts, Community Housing Inc. and Town of Tyngsborough	
ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE <b>1-781-843-5000</b> <b>Janet Oulousian Aronson</b> <b>Marcus, Errico, Emmer &amp; Brooks P.C.</b> <b>45 Braintree Hill Office Park, Suite 107, Braintree, MA 02184</b> Board of Bar Overseers number: 557646		ATTORNEY (if known)	
<b>Origin code and track designation</b>			
Place a x in one box only:			
X 1. F01 Original Complaint		4. F04 District Court Appeal c.231, s. 97 &104 (After trial) (X)	
2. F02 Removal to Sup.Ct.C.231, s.104 (Before trial) (F)		5. F05 Reactivated after rescript; relief from judgment/Order (Mass.R.Civ.P60) (X)	
3. F03 Retransfer to Sup.Ct.C.231,s.102C (X)		6. E 10 Summary Process Appeal (X)	
<b>TYPE OF ACTION AND TRACK DESIGNATION (See reverse side)</b>			
CODE NO.	TYPE OF ACTION (specify)	TRACK	IS THIS A JURY CASE?
<u>C05</u>	Condominium Lien and Charges	( X )	( ) YES ( X ) NO
<b>The following is full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damages claims; indicate single damages only.</b>			
<b>TORT CLAIMS</b> (Attach additional sheets as necessary)			
A. Documented medical expenses to date:			
1. Total hospital expenses:.....			\$ _____
2. Total doctor expenses:.....			\$ _____
3. Total chiropractic expenses:.....			\$ _____
4. Total physical therapy expenses:.....			\$ _____
5. Total other expenses (Describe):.....			\$ _____
			Subtotal:\$ _____
B. Documented lost wages and compensation to date:.....\$ _____			
C. Documented property damages to date:.....\$ _____			
D. Reasonably anticipated future medical and hospital expenses:.....\$ _____			
E. Reasonably anticipated lost wages:.....\$ _____			
F. Other documented items of damage (Describe):.....\$ _____			
G. Brief description of Plaintiff's injury, including nature and extent of injury (Describe):			
			\$ _____
			TOTAL: \$ N/A
<b>CONTRACT CLAIMS</b> (Attach additional sheets as necessary)			
Provide a detailed description of claims (s): This is an action to enforce a statutory lien for unpaid common expense pursuant to M.G. L. c. 183A, s. 6 and c. 254, ss. 5 and 5A.			TOTAL: \$2,857.00
PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN SUPERIOR COURT DEPARTMENT			
" I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods."			
Signature of Attorney of Record <u>Janet Oulousian Aronson, Esquire</u>			DATE: <u>12/22/15</u>

<b>CIVIL TRACKING ORDER</b> (STANDING ORDER 1- 88)	DOCKET NUMBER <b>1581CV06960</b>	<b>Trial Court of Massachusetts</b> <b>The Superior Court</b>	
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CASE NAME: Trustees of Village at Merrimac Landing Condominium Trust vs. Masterson, Maura A et al	Michael A. Sullivan, Clerk of Court Middlesex County
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TO: Janet Oulousian Aronson, Esq. Marcus, Ericco, Emmer & Brooks, P.C. 45 Braintree Hill Park Suite #107 Braintree, MA 02184	COURT NAME & ADDRESS Middlesex County Superior Court - Woburn 200 Trade Center Woburn, MA 01801
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**TRACKING ORDER - X - Accelerated**

You are hereby notified that this case is on the track referenced above as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated.

**STAGES OF LITIGATION**

**DEADLINE**

	SERVED BY	FILED BY	HEARD BY
Service of process made and return filed with the Court		03/29/2016	
Response to the complaint filed (also see MRCP 12)		12/29/2016	
All motions under MRCP 12, 19, and 20			
All motions under MRCP 15			
All discovery requests and depositions served and non-expert depositions completed			
All motions under MRCP 56			
Final pre-trial conference held and/or firm trial date set			
Case shall be resolved and judgment shall issue by			

The final pre-trial deadline is not the scheduled date of the conference. You will be notified of that date at a later time.

Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return of service.

This case is assigned to

DATE ISSUED <b>12/30/2015</b>	ASSISTANT CLERK	PHONE <b>(781)939-2754</b>
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**NOTICE REGARDING ALL CIVIL CASES**

**OCTOBER 1, 2012**

This notice and the attached Superior Court Standing Order 1-09 shall be served on all defendants, along with the complaint and summons.

Counsel should be aware that full compliance with Superior Court Standing Order 1-09, which became effective on January 12, 2009, will be expected on and after October 1, 2012. Interrogatory answers and responses to requests for documents, whether or not prepared before October 1, 2012, when before the Court in connection with motions to compel, will be considered after that date in light of the requirements of the Standing Order.

**SUPERIOR COURT STANDING ORDER 1-09.**  
**WRITTEN DISCOVERY**

(Applicable to All Counties)

**1. Uniform definitions in discovery requests**

**(a) Incorporation by Reference and Limitations.** The full text of the definitions set forth in paragraph (1)(c) is deemed incorporated by reference into all discovery requests, but shall not preclude (i) the definition of other terms specific to the particular litigation; (ii) the use of abbreviations; or (iii) a narrower definition of a term defined in paragraph (1)(c).

**(b) Effect on Scope of Discovery.** This rule is not intended to broaden or narrow the scope of discovery permitted by the Massachusetts Rules of Civil Procedure.

**(c) Definitions.** The following definitions apply to all discovery requests, unless otherwise ordered by the court:

(1) *Communication.* The term "communication" means the transmittal of information (in the form of facts, opinions, ideas, inquiries, or otherwise).

(2) *Document.* The term "document" is defined to be synonymous in meaning and equal in scope to the usage of this term in *Mass. R. Civ. P. 34(a)*. An earlier draft is a separate document within the meaning of this term.

(3) *Identify (With Respect to Persons).* When referring to a natural person, to "identify" means to give, to the extent known, the person's (a) full name, (b) present or last known address, and (c) the present or last known place of employment. Once a person has been identified in accordance with this subparagraph, only the name of that person need be listed in response to subsequent discovery requesting the identification of that person.

(4) *Identify (With Respect to Entities).* When referring to an entity, to "identify" means to give, to the extent known, (a) the entity's full name, including (when not apparent from the name) the nature of the entity, e.g. corporation, limited liability corporation, partnership, or professional corporation, (b) present or last known address of its headquarters or principal place of business, and (c) the state in which the entity is incorporated or otherwise created. Once an entity has been identified in accordance with this subparagraph, only the name of that entity need be listed in response to subsequent discovery requesting the identification of that entity.

(5) *Identify (With Respect to Documents).* When referring to documents, to "identify" means to give, to the extent known: (a) the type of document; (b) the general subject matter; (c) the date of the document; (d) the author or authors, according to the document; and (e) the persons to whom, according to the document, the document (or a copy) was to have been sent.

(6) *Parties.* The term "plaintiff" or "defendant," as well as a party's full or abbreviated name or a pronoun referring to a party, mean the party and, where applicable, its officers, directors, employees, partners, corporate parent, and subsidiaries. This definition is not intended to impose a discovery obligation on any person who is not a party to the litigation.

(7) *Person*. The term "person" means any natural person or any business, legal, or governmental entity.

(8) *Concerning*. The term "concerning" means referring to, describing, offering evidence of, or constituting.

(9) *State the Basis or State all Facts*. When an interrogatory calls upon a party to "state the basis" of or "state all facts" concerning a particular claim, allegation, or defense (or uses comparable language), the party shall provide a substantial summary of the factual basis supporting the claim, allegation, or defense at the time the interrogatory is answered. The summary shall: (a) identify the essential acts or failures to act forming the substance of the claim, allegation, or defense, (b) identify the persons and entities that, through firsthand information or possession of documents, are the sources of the party's information regarding the claim, allegation, or defense, and (c) when one or more documents is the basis of the claim, allegation, or defense, such as a written contract in a contractual claim or defense, or a written misrepresentation in a misrepresentation claim, identify (or provide as part of the interrogatory answer a copy of) each such document. In stating the basis, a party may not withhold information from the interrogatory answer because it derives from attorney work product or was obtained in anticipation of litigation if the party intends to offer this information at trial.

## 2. Objections to Interrogatories

General objections to interrogatories are prohibited. Each objection to an interrogatory shall be specific to that interrogatory and shall have a good faith basis. If a party refuses to answer an interrogatory, the party shall so state and identify each objection asserted to justify the refusal to answer. If a party, after having asserted an objection, answers the interrogatory, the answer shall state either: (a) notwithstanding the objection no information has been withheld from the answer, or (b) information has been withheld from the answer because of the objection. Where information has been withheld from the answer, the objecting party shall describe the nature of the information withheld and identify each objection asserted to justify the withholding.

## 3. Objections to Requests for the Production of Documents and Things

(a) Where a party serves a response to a request for production of documents and things under Mass. R. Civ. P. 34 before production is completed, the response may include general objections. However, where general objections are made, the responding party shall prepare and serve a supplemental response no later than 10 days after the completion of production.

(b) Once production is completed, general objections to requests for production of documents and things are prohibited. As to each request, the supplemental response shall state either: (i) notwithstanding prior general objections, all responsive documents or things in the possession, custody, or control of the responding party have been produced; (ii) after diligent search no responsive documents or things are in the possession, custody, or control of the responding party; or (iii) the specific objection made to the request. When specific objection is made, the response shall describe the nature of all responsive documents or things in the possession,

custody, or control of the responding party that have not been produced because of the objection. Where a privilege log is required by Mass. R. Civ. P. 26(b)(5) or court order, the log shall be served with the supplemental response, unless the requesting party waives entitlement to the log or agrees to a later date for service.

(c) In the initial written response, the responding party shall articulate with clarity the scope of the search conducted or to be conducted. If the scope of the search changes during production, the responding party in the supplemental written response shall articulate with clarity the change in scope. If the scope of the search does not include all locations, including electronic storage locations, where responsive documents or things reasonably might be found, the responding party shall explain why these locations have been excluded from the scope of the search.

---

Barbara J. Rouse  
Chief Justice  
Superior Court

Adopted Effective: January 12, 2009

TYNGSBOROUGH PUBLIC SCHOOLS  
POLICY SUBCOMMITTEE  
TOWN HALL  
COMMUNITY ROOM #1  
JANUARY 19, 2016  
6:30 PM - AGENDA

**\*PLEASE NOTE LOCATION, DATE AND TIME**

1. Call to Order
2. Review and Approve Minutes of January 5, 2016.
3. New Business
  - A. Review Policies
    - Section 5  
#5.13 Tardiness (*reference Policy #5.12*)
    - Section 6  
#6.5 Procedures Governing Specialized Transportation
  - B. Reaffirm Policies
    - Section 5  
#5.14 Suspension  
#5.24 Consent & Release Form for All Voluntary Activities
  - C. First Read Policies
    - Section 5  
#5.11 Drug Abuse Policy  
#5.16 Progress Reports  
#5.21 State Mandated Testing (*Title Change*)  
#5.27 Student User Fees
  - D. Second Read Policies
    - Section 4  
#4.1 Cancellation/Delayed Opening – Unscheduled Early Release  
#4.3 Education of Children at Home
    - Section 5  
#5.4 Alcohol Use by Students
4. Adjournment

TYNGSBOROUGH PUBLIC SCHOOLS  
SCHOOL COMMITTEE MEETING  
TYNGSBOROUGH TOWN HALL  
COMMUNITY ROOM  
TUESDAY, JANUARY 19, 2016  
7:00 P.M.

AGENDA

**\*PLEASE NOTE LOCATION, DATE AND TIME**

1. Call to Order
2. Approval of Minutes – January 5, 2016 School Committee Minutes
3. Correspondence
  - A. Superintendent's Letter(s)
  - B. Town Hall Correspondence
4. Visitors' Comments and Questions
5. Share the Success - January Students of the Month
6. Policy
  - A. Reaffirm Policies
    - Section 5
    - #5.14 Suspension
    - #5.24 Consent & Release Form for All Voluntary Activities
  - B. First Read Policies
    - Section 5
    - #5.11 Drug Abuse Policy
    - #5.16 Progress Reports
    - #5.21 MCAS Testing
    - #5.27 Student User Fees
  - C. Second Read Policies
    - Section 4
    - #4.1 Cancellation/Delayed Opening – Unscheduled Early Release
    - #4.3 Education of Children at Home
    - Section 5
    - #5.4 Alcohol Use by Students
7. Personnel
8. Unfinished Business
  - A. MSBA Update Accelerated Repair Program
  - B. MSBA SOI Proposal Follow up from January 8, 2016 Teleconference
  - C. Superintendent's Contract
  - D. Capital Asset Plan
  - E. TES Remediation Funds and Culvert Update
  - F. Television Studio Update
9. New Business
  - A. Lease extension of the Lakeview School to Valley Collaborative through June 30, 2019
  - B. FY17 Initial Budget Discussion – TES Tuition Increase Proposal
10. Finance
  - A. Signing of Bills
  - B. Signing of Payroll
  - C. December 2015 Financial Package and January 1, 2016 Enrollment Numbers
  - D. Other
11. School Committee Discussion
12. Executive Session
13. Adjournment

January 18, 2016

Curt Bellavance, Town Administrator  
Bob Jackson, Selectman

This is an update from the Sewer Commission Meeting on January 14, 2016.

- Dennis Page and Walter Erickson have agreed to pay the electrical for the current stage at Bridgerview after five months. They have contacted Nat'l Grid and will try to get a timeframe from them.
- The Owners of Bridgerview have to pay for a generator and control panel (estimated cost of \$5K-\$6K) We will be paying for the electricity and maintenance of the sub station that had to be put behind bldg. 5 because of mistakes of the Sewer Department and builders in designing the main pumping station. They didn't go deep enough, so the force main has to go from the sub station to the main station. The main pumping station is maintained by town.

We are hoping for a quality completion to this project and very much appreciate your assistance.  
Thank you.

Grace Ann Steed #33

c: Jeff Hannaford  
Paul Brondicker  
Kevin Bixey

2016 JAN 19 AM 8:30

BOARD OF SELECTMEN  
TYNGBOROUGH, MA.

December 18, 2015

Curt Bellavance, Town Administrator

Dear Mr. Bellavance,

Once again the Residents of Bridgemen Park are being put in the middle.

A couple of years ago, we were asked in a letter from Walter Eriksen to pay half the costs of completing his project for our sewer. The Board voted it down.

Around November 12, 2015 the Board was asked to pay for the electrical work to install the generator and pad for this same project. The Board voted it down.

The Management Company and Walter were asked to attend a sewer Commission <sup>Mtg</sup> last evening. I attended that meeting. Walter told them the pumps were installed today (12/17/15) and he is turning over the rest of the Project to Dennis Page and another partner, and "they'll work it out." That means the residents of Bridgemen are back in the middle.

I reminded Walter at the sewer Mtg. that he is as responsible as the other 2 Partners. Walter, I believe, told you on 12/1/15 that he takes full responsibility for the Project.

The Residents of Bridgemen Park pd the Town the connecting Fee a year ago.

One of the sewer Commissioners last evening asked Walter if he were pulling an electrical permit and he did NOT answer. Another Commissioner told him to "do everything in your power to get this project done."

Grace Law Steed  
Treasurer - Board of Trustees

Kevin Boney  
Bob Jackman, Selectman  
Jeff Mansone, Sewer Comm

2015 DEC 18 AM 8:58  
BOARD OF SELECTMEN  
BRIDGEBOROUGH, N.H.

Warrant: #29B  
Effective Date: 01/18/2016

Town of Tyngsborough

To the Treasurer:

Pay to each of the persons named in the above warrant, accompanying payrolls and schedules of bills payable the sums set against their respective names, amounting in the aggregate to: Three Hundred Twenty Three Thousand Five Hundred Thirty Three And and charge the same to the appropriations or accounts indicated.

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

  
Accountant

Reviewed by:

\_\_\_\_\_  
Town Administrator

The amount in total\$ 323,533.28 on 01/18/2016

Warrant: #29B(SPI)  
Effective Date: 01/18/2016

Town of Tyngsborough

To the Treasurer:

Pay to each of the persons named in the above warrant, accompanying payrolls and schedules of bills payable the sums set against their respective names, amounting in the aggregate to:  
Two Thousand Five Hundred And 00/100 Dollars  
and charge the same to the appropriations or accounts indicated.

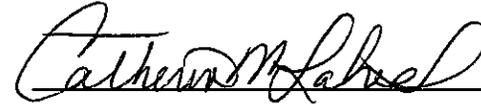
\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

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Selectman

\_\_\_\_\_  
Selectman

  
\_\_\_\_\_  
Accountant

Reviewed by:

\_\_\_\_\_  
Town Administrator

The amount in total \$ 2,500.00 on 01/18/2016 (fy 16)

W#29B(SPI)  
(1/18/16)

## **10. Town Administrator's Report**

## **11. Selectmen's Report**

## **12. Executive Session**

## **13. Adjournment**