



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, March 28, 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, March 14, 2016
- B. Executive Session Meeting Minutes for Review/Approval/Not Released
 - i. Monday, March 14, 2016

3. PUBLIC HEARINGS:

- A. 6:05 PM Continued: 40 & 44 Cummings Road – Applicant is Freedom Alley Shooting Sports and represented by Attorney Peter Nicosia (**REQUESTED CONTINUANCE**)
- B. 6:30 PM Continued: Pawsitively Yummy – Special Permit for commercial kennel; applicant is Lisa Shapiro

4. New Business

- A. Chakra – Request transfer of common victualler license to new owners
- B. Ballot Question – Vote
- C. Old Town Hall Host – Request Temporary Appointment
- D. Tyngsborough Housing Trust – update
- E. Surplus property – Lakeview Avenue
- F. Media Studio – update
- G. Contract Authorization – field maintenance for Bicentennial Field
- H. TMS MSBA Statement of Intent – Request for support
- I. Lakeview School – lease extension

5. Old Business

- A. TES Remediation Fund – TES culvert, project list, decision
- B. Building Master Plan – update
- C. Letter of Support – Historic Commissions National Register Nomination for the Winslow School and Littlefield Library

6. Welcome: Police Officer Dennis Leach

7. 7:00 PM: JOINT MEETING WITH FINANCE COMMITTEE

- A. Department Requests: additional funding for Information Technology, Media, Town Accountant, Personnel, Police, Planning, and Public Buildings
- B. Budget Review: Update on Revenues/Expenditures and Capital Asset



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8. 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.

9. Correspondence

10. Review of Weekly Warrants

11. Town Administrator's Report

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

12. Selectmen's Reports

13. Executive Session

1. Exemption 3. To discuss strategy with respect to collective bargaining because an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares – NEPBA

14. Adjournment

Future Meetings

Monday, April 11, 2016 at Tyngsborough Town Offices, 25 Bryants Lane

Monday, April 25, 2016 at Tyngsborough Town Offices, 25 Bryants Lane





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Board of Selectmen Meeting Notice **Draft**

Monday, March 14, 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, Assistant Town Administrator Matt Hanson and Admin Assistant Therese Gay

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. 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, March 7, 2016

The Board voted 4-0-1 on a motion by Selectman Jackson, second by Selectman Gramer, to approve the minutes of Monday March 7, 2016. (Selectman Lambert abstains from voting).

3. Appointment

A. New Police Officer, Dennis Leach

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Gramer, to appoint Police Officer Dennis Leach to the position of a full-time Patrolman, to the Tyngsborough Police Department as recommended by the Chief of Police.

4. PUBLIC HEARINGS:

A. 6:05 PM Continued: 40 & 44 Cummings Road - Applicant is Freedom Alley Shooting Sports and represented by Attorney Peter Nicosia

Attorney Nicosia, Mr. Whitman, Mr. Brenton Cole and Mr. Kelly Davis, presented new evidence and distributed additional documentation to support their presentation on the use of the Freedom Alley Shooting Sports building. Attorney Nicosia has the unanimous approval from the Planning Board. The Consultants and Mr. Dan Whitman addressed some of the items the Board inquired of during the previous hearing. One concern was the emission of sound at the rear property line, the back of the building has a 55 decibel reading. The wall and ceiling where the shooters stand is 8-12 inches of reinforced concrete ballistic panel, the booth has steel panel, the steel is 8 inches thick and the shooting house has a rubber panel. The booth has a full air exchange every 1/2 minute, there are no specific or definitive manuals as a construction guide for a shooting range but the applicant did distribute the Air force Manual for outside ranges and notes that the building construction is to the highest caliber possible. Mr. Whitman presented the remaining information. The shooting area

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will have granulated rubber panels and there will be no lead dust near the shooters. There are multiple layers of security. The retail store is placed in the middle of the building; there are four doors to get in. There is a medical emergency plan in place with the first responders, and there are medic cabinets all over the building. The age of the users will follow the federal and state regulations; 1) the 15 year olds will have a FID and will shoot with a parent present; 2) the 18 and over will need and FID card to shoot; and 3) the 10-15 years olds will shoot with a parent present in the stall, there will be one gun in the stall and there will be no automatic guns for the younger shooters. The range will be in full compliance with OSHA. Mr. Whitman has signed on a company to be on hand for any repairs needed to the air exchangers. This business will close the existing Hitman Firearms located on Middlesex Road. The building is well designed, fits in well in this area, there is sewer capacity; water saving appliances will be installed to bring down the capacity. The cost of the building is approximately 8.5 million dollars. The material presented addresses the lead exposure with children present, the building is OSHA compliant on lead exposure and Mr. Whitman has hired an OSHA personnel on staff to monitor the air quality. Selectman Gramer stated that the Board will need a smart motion to capture all of the aspects of this project and ensure that they are in the Special Permit. There is a lot of good information on engineering. He supports the business proposal and requests a motion reviewed by Town Counsel and Town Administrator. Attorney Nicosia will write a decision for Town Counsel's review. The Town Administrator is concerned with these items; obtaining current employee CPR certifications, ensuring medical supplies are adequate, and that the State or local level has a mechanism is in place to inspect the Special Permit conditions. Selectman Lambert supports the range with the oversight and assurances that substantial lead risk to your people will be removed. The Chairman asked if anyone in attendance would like to speak in favor of the special permit. No one came forward. The Chairman then asked if anyone in attendance would like to come forward to speak in opposition. No one came forward. There are many issues which must be addressed in the Special Permit' the Board's must do due diligence in addressing all the areas discussed.

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Gramer to continue the public portion of the hearing to Monday, March 28, 2016 at the Town Offices, at 6:05 PM.

B. 6:05 PM Bahama Breeze – change of ownership from GMRI, Inc. to Bahama Breeze Holdings

The Chairman opened the hearing. The Clerk read the legal notice. No abutter notification was necessary.

Attorney Devlin was not able to attend this evening and has asked that the Board consider granting the request as everything will remain the same except the Corporate name. The Board considered the request and had no issues with the application and voted 5-0 on a motion by Selectman Gramer, second by Selectman Jackson to grant the request for a transfer of Corporate name from GMRI, Inc. to Bahama Breeze LLC.

C. 6:45 PM Pawsitively Yummy – Special permit for commercial kennel (dog daycare); applicant is Lisa Shapiro

The Chairman reconvened the hearing continued from Monday, March 7, 2016. The Board in reviewing all of the evidence taken at the meeting of Monday March 7, 2016, found that more information is needed in the type of soundproofing and ventilation system that will be used. The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Gramer to continue the hearing to Monday, March 28, 2016 at 6:30 p.m. at the town offices, 25 Bryants Lane.

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5. New Business

A. Media Equipment – request to purchase new equipment

In February, the Leightronix Broadcast System which manages the broadcast of our local access television programs failed. The company that services the system has provided us with a temporary replacement unit, allowing us to continue to broadcast while we identify a permanent replacement. Upon review of available alternatives, Mr. Brogan has identified a Castus Broadcast System is the best replacement alternative to our current system. The Castus system will allow the town to playback multiple video formats, including HD video, provide a lower annual user fee that the town is currently paying, and in the future after a network connection is established, we will be able to live stream video from locations outside of town hall, such as the Elementary School during Town Meetings and other large events. Mr. Brogan is confident that the Castus system will provide the functionality that meet the needs today.

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Gramer to approve the purchase of a Castus Broadcast System in the amount of \$64,802, to be funded from the PEG account.

B. TES Remediation Fund – request by schools for use of funds

The Superintendent of Schools, has submitted two invoices to the Administrator's Office in regards to elevator work completed at the elementary school. The School department has requested that these invoices be paid using the Tyngsborough Elementary School Remediation Fund.

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Gramer to vote to approve and support the payment of Invoice number 8214 in the amount of \$8,250.00 and Invoice number 8215 in the amount of \$7,470.00.

C. Appointments:

i. Board of Appeal vacancies

The Zoning Board of Appeals has two vacancies; the Administration Office posted the open positions on the website, and have asked that people submit a letter of interest to the Town Administrator's Office. Two residents submitted their names for consideration. Mr. Ed Smith and Mr. Pat Mical. If the Board chooses to appoint the two individual it would be the office's recommendation that you appoint the current alternate member, Mr. Harvey Miller, to a full board member and appoint the new individuals to fill the alternate positions.

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Gramer to appoint the following individuals to the Board of Appeals for the position listed; Mr. Harvey Miller Zoning Board of Appeals (Full Member), Mr. Ed Smith and Mr. Pat Mical Zoning Board of Appeals (Associate), all of the terms expiring June 30, 2016.

6. Old Business

A. PILOT (Tyngsborough Solar, LLC) – vote and signature

The Administration has been working with collaboration from Town Counsel, Chief Assessor, and the Town Consultant for the past several months on the PILOT (Payment in Lieu of Taxes) agreement. The PILOT would be an agreement for a term of twenty (20) years. The State enacted legislation in 1997 to allow PILOT's 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

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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 PILOT will average \$31,573 per year, or \$631,462 over 20 years. Upon the extension of the Commonwealth's net metering program Tyngsborough Solar, LLC will begin construction.

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Gramer to vote to sign, and authorize the Chairman to sign the PILOT Agreement on behalf of the Town.

B. Middlesex 3 – continue to participate

Ms. Stephanie Cronin, Executive Director for the Middlesex 3 Coalition, provided an update to the Board at their meeting on February 22. Ms. Cronin provided information on what regional projects and activities have been taking place over the past year since Tyngsborough became a member. Each year Middlesex 3 requires a \$2,000 membership fee. Tyngsborough has been a member for one year (2015). The Board should determine if they would like the town to participate again for 2016. The Administrator recommends the town to commit for two years (2016-2017) and evaluate after the completion of three years total. A minimum of three years should give the Board a good sense of whether our involvement has been beneficial to Tyngsborough.

The Board voted 4-1 on a motion by Selectman Gramer, second by Selectman Lambert to continue to participate for one year and evaluate the membership to determine if the coalition has benefitted the Town during it's membership.

C. Town Meeting Warrant

The Administrator has updated the town meeting warrant and will continue to update the Board of new additions or changes. The Special Town Meeting has been added for review and the changes that were suggested last week have been incorporated. No citizen's petition was received as of today and the submission of articles to place on the warrant closes on Wednesday March 16, the Board did not change the deadline date. Selectmen asked to add the Planner Position article for the ATM. Article 14 the Ambulance Enterprise needs language, the Administrator is waiting for the specific language from Town Counsel, it will be the same as the Sewer Enterprise. Article 22 is the same. Article 24 is the Personal bylaw and to place the elected town clerk and town collector in the personal bylaw. The Selectmen would like to see a draft of the bylaw.

7. Citizen/Business Time No One Came Forward.

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

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Gramer to accept the correspondence also the additional correspondence presented by the Attorney for the Freedom Alley Shooting Sports' Special Permit and correspondence from the Superintendent as read by the Clerk.

9. Review of Weekly Warrant

The Town Administrator read the following weekly warrants: Warrant #35B for \$221,745.04 on 2/29/2016; Warrant #36S for \$401,212.26 on 3/7/2016; Warrant #36P for \$861,629.82 on 3/7/2016; Warrant #36B for \$90,209.53 on 3/7/2016; Warrant #36VET for \$9,826.74 on





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3/7/2016; Warrant #36S(332) for \$31,185.18 on 3/7/2016; Warrant #37VET for \$7,545.16 on 3/14/2016; and Warrant #37B for \$30,143.45 on 3/14/2016.

10. Town Administrator's Report

- Response to Selectmen's Request

The Administrator and Highway Forman met to discuss the conditions of some streets and will put a list together to discuss with Brox Industries. Hearing from a resident, the Administrator and Highway Forman inspected Hillcrest St and have put it at the top of the list. Discussion on establishing a candidates night the week of May 3, 2016, a location will be announced at a future meeting.

- Budget

Chapter 90 money is in place. Asking all departments seeking additional funding to come before the Board and Capital Asset Committee on Monday, March 28, 2016.

- Departmental Information

The town hall will close at 4:00 PM on Thursday, March 17 and will reopen on Monday, March 21, 2016 to accommodate the workmen replacing new rugs throughout the building. Mr. Bugler, IT Director requested a transfer for capital equipment to support the new server, it is our #1 priority, Finance Committee approved the request, the first backup is this weekend.

- Contracting/Procurement
- Other

The Town and the Assistant Administrators are working with NMCOG on a grant for EDSAT program inclusion to the zoning by-laws.

11. Selectmen's Reports

Selectman Lambert; candidates' night is a good way to let everyone know what is happening, and he supports it. He also asked if any help is needed for the rug replacement. The town residents will be notified of the closing, it is on the website and on the media channel. Selectman Reault is appreciative of how fast the stop signs went up, thank you.

12. 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 six (6) 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 8:30 PM to discuss the following:

1. Exemption 6. To consider the purchase, exchange, lease or value of real property because an open meeting may have a detrimental effect on the negotiating position of the public body and the chair so declares.

13. Adjournment

The Board voted 5-0 on a motion by Selectman Gramer, second by Selectman Jackson, to adjourn the meeting. The meeting adjourned at 9:00 PM.

Respectfully submitted
Therese Gay, Admin Assist.

Approved on

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03A

TO: Board of Selectmen
FROM: Curt Bellavance, Town Administrator *CB*
DATE: March 25, 2016
RE: Freedom Alley Shooting Sports, LLC

The applicant has requested a continuance to the next Board of Selectmen's meeting.

Our office would recommend that the Board vote to continue the public hearing at the applicant's request to **April 11, 2016 at 6:15pm.**

Additional information has been received in our office since the last Board meeting and is attached.

Town of Tyngsborough
A DISTRICT 1789



8201 W 183rd St; Suite B
Tinley Park, IL 60487
Phone: 708-532-2449
Fax: 708-429-2150
Website: careyscentral.com

March 17, 2016

Freedom Alley Gun Range
Tyngsborough, MA
Attn.: Dan Whitman
RE: Federal and State Regulations

Dan,

The National Institute of Occupational Safety and Health (NIOSH) developed the standard for indoor small arms range ventilation in 1975. Our design is based on this standard and will provide a velocity averaging 75 feet per minute over the cross sectional area of the firing line. The design and installation will provide a negative pressure that will keep any contaminate created from leaving the range area and migrating into other sections of the building.

The design and installation is guaranteed to provide laminar (even – without turbulence) air flow across the firing line. This will meet the requirements in the International Mechanical Code (502.19) that requires exposure to lead under the Occupational Safety and Health Administration's (OSHA) required limits.

All of the air is exhausted to the outdoors and filtered with both pre-filters and HEPA final filters (99.97% of particles less than 0.03 microns) providing an exhaust that is well below the Environmental Protection Agency (EPA) limits of exhaust.

We have provided the design and installation of over 850 Indoor Range Ventilation Systems for commercial, military, state and federal agencies, and manufactures and guarantee to exceed all of the standards and requirements listed above.

Please let me know if there are any questions.

Respectfully,

William J. Provencher, President - CEO
Carey's Heating and Air Conditioning, Inc.



Carey's has designed and installed over 800 small arms range ventilation systems. All of the systems that our team has designed and/or installed use both 30% pre-filters and 99.97% HEPA filters. The dual set of filters are installed to maintain a discharge air that is cleaner than the outside air. The Small Arms Range will exhaust an average of 93.3% less than the allowable limit per the EPA Lead emission rates, see calculations below.

High-Efficiency Particulate Air or HEPA is a type of air filter. The filter must satisfy certain standards of efficiency such as those set by the United States Department of Energy (DOE). To qualify as HEPA by US government standards, an air filter must remove 99.97% of all particles greater than 0.3 micrometers from the air that passes through. (Note: HEPA filters are used to filter surgical room to provide an environment with no contaminate to protect the patient. Using HEPA filters will provide an exhaust air cleaner than the outside air.)

1. The primary purpose for the ventilation of an indoor firing range is to remove contaminates created during the firing of a weapon from the respiratory zone of the occupants. Exploding primers containing lead styphnate and friction from the lead slug against the gun barrel create airborne lead. There is also carbon monoxide as well as other contaminates created during the firing of a weapon.
2. The second and equally important reason for the properly designed and installed ventilation and control system is to keep the range at a negative pressure to the surrounding base building space. Contaminates created on a small arms range need to be contained in the range space. This will prevent the ingestion of contaminates as well as keeping the surfaces free of contaminates in non-range spaces of the base building.
3. The final purpose is to remove the smoke from the range for properly seeing the targets.

The following is a summary of the EPA, NIOSH and OSHA standards as they apply to small arms range ventilation:

EPA:

TITLE 40--PROTECTION OF ENVIRONMENT CHAPTER I--ENVIRONMENTAL PROTECTION AGENCY PART 50--NATIONAL PRIMARY AND SECONDARY AMBIENT AIR QUALITY STANDARDS--Table of Contents Sec. 50.12 National primary and secondary ambient air quality standards for lead. National primary and secondary ambient air quality standards for lead and its compounds, measured as elemental lead by a reference method based on appendix G to this part, or by an equivalent method, are: 1.5 micrograms per cubic meter, maximum arithmetic mean averaged over a calendar quarter. (Secs. 109, 301(a) Clean Air Act as amended (42 U.S.C. 7409, 7601(a)))

On November 12, 2008, the EPA revised the National Ambient Air Quality Standards (NAAQS) for lead and associated ambient air lead monitoring requirements. The previous standard for lead was a calendar quarter (three month) average concentration not to exceed 1.5 micrograms per cubic meter. The new standard is 0.15 micrograms per cubic meter as total suspended particles

Carey's Heating & Air Conditioning, Inc.

8201 West 183rd St., Unit B, Tinley Park, IL 60487

(TSP), measured as a three month rolling average. The revision also required agencies to monitor near lead sources that emit 1.0 ton per year (tpy) or more. Since 2008, the monitoring requirements have been since strengthened in 2010 to require monitoring near lead sources that emit 0.5 tpy.

NIOSH and OSHA:

Established by NIOSH, the performance intent for firing range ventilation systems shall meet all the requirements outlined as recommendations and design considerations in HEW publication no. (NIOSH) 76-130, dated December, 1975, entitled "Lead Exposure Design Considerations for Indoor Firing Ranges". This design standard prefers an air flow velocity of 75 feet per minute average on the empty range. This design has consistently provided for the compliance within the established federal standards for airborne inorganic lead concentration limits.

When properly executed, lead concentrations are consistently maintained below the action level of 30 micrograms per cubic meter (30ug/m³) in an area where the limit shall not exceed 50 micrograms of lead per cubic meter (50ug/m³) of air over a time weighted average of eight hours as measured at the respiration zone of the shooters and the range officer when firing from the firing booths per OSHA 29 CFR. 1910.1025 and 1926.62.

The following is an example of a range using over 6 million rounds per year. The point is to provide an example of a worst case range. This range is cooling and will recirculate 75% of the air back to the range. The readings below would be 25% of the stated readings.

The Range estimates that there will be approximately 100-110 users per day. Users shoot on average 150 rounds each and the average round fired is a 9mm based on the following data collected for the following rounds: .22lr, .223, .308, 7.62, 9mm, .40 s&w, and .45acp.

According to the EPA, the 9mm round has an AP-42 emissions factor of 0.000068 of lead.

What Is An AP-42 Emission Factor?

An emission factor is a representative value that attempts to relate the quantity of a pollutant released to the atmosphere with an activity associated with the release of that pollutant. These factors are usually expressed as the weight of pollutant divided by a unit weight, volume, distance, or duration of the activity emitting the pollutant (e. g., kilograms of particulate emitted per megagram of coal burned). Such factors facilitate estimation of emissions from various sources of air pollution. In most cases, these factors are simply averages of all available data of acceptable quality, and are generally assumed to be representative of long-term averages for all facilities in the source category (i. e., a population average).

The general equation for emission estimation is:

$$E = A \times EF \times (1-ER/100)$$

where:

E = emissions,

A = activity rate,

EF = emission factor, and

ER = overall emission reduction efficiency, %.

- 365 days per year x 110 users on average per day = 40,150 users per year
- 150 rounds on average fired per user x 40,150 users per year = 6,022,500 rounds fired per year
- 6,022,500 rounds fired per year x 0.0000068 pounds per 9mm round = 40.93 pounds of lead per year
- 40.93 pounds of lead per year x emissions reduction of 0.0003 = 0.012279 pounds of lead per year.

Using 99.97% HEPA filtration, the Small Arms Range will exhaust approximately 0.012279 pounds of lead per year.

According to the EPA, Lead monitoring is only required for facilities that are producing at least 0.5 tpy or 1,000 lbs per year, therefore, lead monitoring at the Small Arms Range is not required.

The 2008 EPA revision to the NAAQS states that the allowable limit is 0.15 micrograms per cubic meter as total suspended particles (TSP), measured as a three month rolling average. These are area samples and not at the exhaust of the range. If the exhaust was monitored, the following would be the sample readings:

Micrograms (ug) Cubic feet (ft³) Cubic meters (m³) Minutes (min) Year (yr) Pound (lb)

There are 35.3146670 cubic feet per cubic meter.

There are 525,600 minutes in a year.

There are 453,592,370 micrograms in one pound.

The Small Arms Range exhaust airflow rate is 36,300 cubic feet per minutes.

The Small Arms Range will exhaust approximately 0.012279 pounds of lead per year

- 0.012279 lbs/yr = 5,569,660.7 ug/yr
- 5,569,660.7 ug/yr = 10.5968 ug/min
- 10.5968 ug/min divided by 36,300 ft³/min = 0.000291921 ug/ft³
- 0.000291921 ug/ft³ = 0.010309 ug/m³

The Small Arms Range will exhaust on average 0.01 micrograms of lead per cubic meter of air which is approximately less than 6.7% of the allowable area limits. The EPA allowable limit of 0.15 ug/m³ applies to ambient air in the area.



8201 W 183rd St; Suite B
Tinley Park, IL 60487
Phone: 708-532-2449
Fax: 708-429-2150
Website: careyscentral.com

Expertise of Carey's Heating and Air Conditioning, Inc.

Carey's Small Arms Range Ventilation has been developing, designing and installing successful Indoor Range projects for almost two decades. They have specialized their designs in the control of contaminants created by indoor ranges and are currently known as a national leader in the field. They have worked with the United States Navy to develop the current range ventilation standards as described in the Unified Force Criteria. Carey's wrote the ventilation standards for the GSA, edited the standards for the United States Air Force as published in the ETL, and have been consultants for the Federal Law Enforcement Training Center (Department of Homeland Security) and FBI.

The design, installation and commissioning of the range ventilation system can be the difference between an unsafe range and a range that meets the OSHA, EPA and NIOSH standards. The critical components are custom fabricated in Carey's facility and are the summation of the lessons learned in hundreds of past range ventilation projects completed.

Specifically, the radial air diffusers and plenums are custom built and have been tested to provide laminar air flow at the firing line after proper commissioning. "Laminar" flow is a steady, even airflow required to safely clear contaminate from the respiratory zone of the users of the range. These special diffusers are not available from a standard diffuser supplier.

Although the control system uses standard DDC Components from Johnson Control, the programming of the equipment is custom. The design, programming and assembly of the Carey's Direct Digital Control system is done by an experienced programmer who has worked on all of the ranges that Carey's has completed. This ensures that the control system installed and tested will automatically shut down if unsafe conditions are detected within the range. This will protect both the occupants of the range and the adjoining areas.

The supervision provided by Carey's Small Arms Range Ventilation is necessary to ensure guaranteed results in meeting these standards. If the project does not have the proper oversight, it can result in unsatisfactory results. Unlike a standard ventilation project where the system is installed and the air test and balancer sets the design air flow at each system outlet, a range ventilation system is designed for proper air flow at the firing line that is ten to fifteen feet from the distribution point. It must be the designer's responsibility to ensure proper airflow. An installing contractor can only install the project as shown on the drawings and control the air flow to the distribution device.

Due to the potential of over exposure to carbon monoxide, lead and other heavy metals on the range as well as the potential to contaminate adjoining areas with surface contaminates, the only way to guarantee performance is to have the system installation and design managed by someone with the experience to see potential problems with the installation. Carey's site reviews also look at the building construction to identify potential problems such as a breach in the range walls that could present problems for the end users.



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 Website: careyscentral.com

Carey's Small Arms Range Ventilation has completed over hundreds indoor range ventilation projects at facilities that have met all of the required standards, including projects for the US Navy, US Air Force, US Marshals, Police Departments and private ranges. In these projects they have similarly provided the design and build services. Each range has met the commissioning requirements of an average air flow of 75 feet per minute with no readings less than 50 feet per minute. All of the United States Navy Ranges have been tested by an independent industrial hygienist who has measured and returned results of less than detectable levels of lead in the respiratory zone. The ranges have further proven to all have a negative pressure that contains contaminates. Below is a sample of impressive and significant range projects completed by Carey's Small Arms Range Ventilation:

Commercial

5280 Armory, CO	Action Impact, MI
Alpha Range, IL	Al's Sporting Goods, UT
American Fire Arms School, MA	American Shooters Supply, NV
Athena, TX	Barracks 616, MI
Big Boy Guns, OK	Big Shots, NE
BiuCore, CO	Blueline Tactical, NY
Bob's Little Sport Shop, NJ	Border Tactical, CA
Bow & Barrel, IL	Boyert Shooting Center, TX
Bristlecone, CO	Bud's Gun Range, TN
Calibers Culter Location, NM	Calibers Coors Location, NM
Carolina Sporting Arms, NC	Centennial Gun Club, CO
Citizens Rifle and Revolver Club, NJ	Eagle Gun Range, TX
Elite Shooting Sports, VA	Federal Way Indoor Range, WA
Fox Shooting Loft, OH	Frontier Justice, MO
G4S Cash Solutions, Canada	Get Some Guns, UT
Godfrey's Indoor Shooting Ranges, KS	Granite, NH
Gun Vault, UT	Gun World of South Florida
Guns N Gear, ID	Helen Boosalis Park, NE
High Caliber Training Center, IL	Hortst & McCann Firearms, MD
Laramie County Shooting Sports Complex, WY	Lotus Gun Works Jensen Beach, FL
Lotus Gun Works Naples, FL	Magnum, CO
Maine Military Supply, CO	Max Creek, WI
McCunn Specialty Firearms, IA	Melbourne, FL
Metro Shooting Supplies, MO	Montgomery Shooting Complex, AL
OMB Guns, KS	On Target, IL
Park City Gun Club, UT	Gun For Hire, NJ
Point Blank Range and Gun Shop, OH	Pro Shots, NC
Ready Line, OH	Red Dot Firearms, UT
Rich's Gun Shop, OR	RKA, IL
RTSP, NJ	S and D Indoor Gun Range, KY
Sharp Shooters, MO	Sheridan Arms, MI
Shoot Indoors, CO	Shooters Edge, TN
Shooters World, FL	Skagit Island, WA
Stone Hart's Gun Club, FL	Tactical Advantage, TN
Take Aim, FL	The Machine Gun Nest, MD
The Range at Ballantyne, SC	The Range at Richfield, WI
Three Sights, MT	Thunder Hollow, MS
Tl'verton Rod & Gun Club, RI	Treasure Chest, KS
West Coast Armory, WA	Whistling Pines Gun Club, CO
Wilshire Gun Club, OK	Yakima, WA



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Military

Bangor Naval Base	Bangor Naval Base
Border Patrol Station Boulevard, CA	Border Patrol Station San Diego, CA
Colts Neck Naval Base	Coronado Naval Base
Dam Neck Seal Base	Eglin Air Force Base
Fort Bragg	Fort Campbell
Fort Drum	Fort Monmouth
Fort Story	Fort Worth
Groton Naval Base	Jacksonville Naval Air Station
Keesler Air Force Base	La Posta Mountain Warfare Training Facility
Little Creek Naval Base	NACO Border Patrol Station
Newark Naval Base	New Orleans Naval Air Station
Niagara Air Force Base	Patuxent River Naval Base
Quantico Marine Base	United States Air Force Reserves

Law Enforcement

Appleton PD, WI	Bedford Park PD, IL
Bensenville PD, IL	Boulder PD, CO
Buena Park PD, CA	Council Bluffs PD, IA
Davenport PD, IA	Davie PD, FL
Eagleton Courthouse, MO	Elk Grove Village PD, IL
Green Bay PD, WI	Greenfield PD, WI
Hoffman Estates PD, IL	Kansas City PD, KS
Lake Forest PD, IL	Lancaster PD, NY
Longmont PD, CO	Macon County Sheriffs Range, IL
Manassas Park PD, VA	Middletown PD, PA
Milwaukee County Sheriff Dept., WI	Montclair PD, CA
Montgomery County Sheriff Dept., PA	Naperville PD, IL
Oak Creek PD, WI	Ontario PD, CA
Orlando PD, FL	Pascua Yaqui, AZ
Pasadena PD, CA	Pelham PD, AL
Portland PD, OR	Scarsdale PD, NY
Seabrook Nuclear, NH	Skokie PD, IL
Sunrise PD, FL	Washington Metro Transit Authority, MD
Wheaton PD, IL	

Educational / Manufacturing

Broward Community College, FL	Cuyahoga Community College, OH
Dayton T Brown, NY	Glock Manufacturing Facility, GA
I.W.I. US, PA	Indian River State College, FL
Los Alamos National Laboratory, NM	Miami College of Policing, FL
Michigan State University, MI	Palm Beach State College, FL
Proof Research, MT	Precision Ammo, FL
Remington Manufacturing Facility, KY	SchoolCraft College Public Safety Training, MI
Sig Sauer Manufacturing Facility, NH	



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Management

The management team assigned to this range project is key personnel at Carey's Small Arms Range Ventilation and will ensure that this project will be completed professionally within the parameters set. The Carey's team consists of the following:

- Bill Provencher:** President and CEO – oversees all aspects of project.
- Pat Tovey:** Secretary-Treasurer and CFO – responsible for all material acquisition, contracts and project coordination.
- Sam Pappas:** Project Manager – oversees all aspects of the project throughout construction – coordinating with owners, subcontractors, and general contractors to schedule equipment delivery, installation, and start-up.
- Jim McKay:** Control Manager – Designs, supervises the assembly and start up of the range control systems. Commissions the systems.
- Kristofer Williams:** Engineer – Designs equipment and distribution systems for the range ventilation.

The team of professionals that Carey's brings to this project is among the most knowledgeable and complete authorities in the range ventilation field.

Responsiveness and Support

Carey's is the only range ventilation supplier that has a 24 hour, seven day per week response center that can support and troubleshoot the range ventilation system through the direct digital control system. Their level of commitment to ensuring that our range is fully operational and functioning is extraordinary.

Experience of contractor personnel

Carey's personnel have over almost two decades of experience installing ranges. In addition to seasoned employees and industry leading partners, Carey's has extensive sub-contractor relationships with all the disciplines of range construction. Carey's success in hiring experienced, professional employees, partners and sub-contractors is evidenced by their track record in building some of the most advanced, complex, state-of-the-art firearms training facilities in the world.

Uniqueness

Carey's Small Arms Range Ventilation has been an innovative force in range ventilation design since 1995. Carey's has constructed a full scale model in-house to perform research and development in order to establish the best design for airflow in small arms ranges and shoot houses and also to develop Carey's custom radial diffuser plenum assembly that have been proven to provide even airflow in hundreds of indoor firing ranges.



Range Ventilation Design

The mechanical systems for a small arms range should be designed to maintain a laminar or even air flow at the shooters respiratory zone throughout all firing lines. The design should provide this air flow with a lack of turbulence at all of the shooting positions. There are three primary considerations for the design of small arms ranges:

1. The primary purpose for the ventilation of an indoor firing range is to remove from the respiratory zone of the occupants harmful contaminants created during the firing of a weapon. Exploding primers containing lead styphnate and friction from the lead slug against the gun barrel create airborne lead. There is also carbon monoxide as well as other contaminants created during the firing of a weapon.
2. The second and equally important reason for the properly designed and installed ventilation and control system is to keep the range at a negative pressure to the surrounding base building space. Contaminates created on a small arms range need to be contained within the range space. This will prevent the ingestion of contaminants as well as keeping the surfaces free of contaminants in non-range spaces of the base building.
3. The final purpose is to remove the smoke from the range for properly seeing the targets.

The standards followed and required are summarized below:

NIOSH (National Institute of Occupational Safety and Health) has set the standard for range design. This suggested design criteria has been found to consistently produce conditions that keep exposure in the respiratory zone below the allowable limits for lead exposure.

The following is a summary of the EPA, NIOSH and OSHA standards as they apply to small arms range ventilation:

EPA:

TITLE 40--PROTECTION OF ENVIRONMENT CHAPTER I--ENVIRONMENTAL PROTECTION AGENCY PART 50--NATIONAL PRIMARY AND SECONDARY AMBIENT AIR QUALITY STANDARDS--Table of Contents Sec. 50.12 National primary and secondary ambient air quality standards for lead. National primary and secondary ambient air quality standards for lead and its compounds, measured as elemental lead by a reference method based on appendix G to this part, or by an equivalent method, are: 1.5 micrograms per cubic meter, maximum arithmetic mean averaged over a calendar quarter. (Secs. 109, 301(a) Clean Air Act as amended (42 U.S.C. 7409, 7601(a))) On November 12th, 2008, the EPA issued a final rule that revised the NAAQS for lead and associated ambient air lead monitoring requirements strengthening the requirement to 0.15 micrograms per cubic meter as total suspended particles measured as a three-month rolling average. (73 FR 66964, codified at 40 CFR part 58)



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NIOSH and OSHA:

Established by NIOSH, the performance intent for firing range ventilation systems shall meet all the requirements outlined as recommendations and design considerations in HEW publication no. (NIOSH) 76-130, dated December, 1975, entitled "Lead Exposure Design Considerations for Indoor Firing Ranges". This design standard prefers an air flow velocity of 75 feet per minute average on the empty range. This design has consistently provided for the compliance within the established federal standards for airborne inorganic lead concentration limits.

When properly executed, lead concentrations are consistently maintained below the action level of 30 micrograms per cubic meter (30ug/m³) in an area where the limit shall not exceed 50 micrograms of lead per cubic meter (50ug/m³) of air over a time weighted average of eight hours as measured at the respiration zone of the shooters and the range officer when firing from the firing booths per OSHA 29 CFR. 1910.1025 and 1926.62.

Airflow

The air flow in the range is designed to maintain an average velocity of 75 feet per minute at the firing lines over the entire cross sectional areas. The safety of the occupants is the primary focus of the design for the range mechanical system. The exhaust airflow has been sized 10% greater than the supply airflow to maintain a negative pressure in the range of 0.05" of static pressure. This is measured between the range and the base building area. This will prevent contaminate created inside the range from spreading to the base building area.

Duct System

The distribution systems and radial diffuser plenum assemblies are designed to provide a laminar air flow over the cross sectional area. The distribution systems and radial diffusers provided by Carey's on this project have been used on over hundreds of ranges that have meet and exceeded the NIOSH, EPA, OSHA, United States Navy Unified Force Criteria (UFC), Engineering Technical Letter (ETL), and Government Service Administration (GSA) range design standards for small arms range ventilation.

Equipment

Purge system ventilation air-handling units consist of a make-up air unit, exhaust fan, and filter rack. The make-up air unit is an industrial grade unit with a direct fired burner for 92% efficient heating operation. The unit has an internal discharge damper, v-bank outside air filter rack with MERV-8 filters and an intake hood. The range exhaust fan is an industrial grade blower constructed to handle the high static pressure created by the exhaust filters. The filter rack consists of two or three stages, MERV-8 pre-filters and 99.97% high efficiency particulate arrestor (HEPA)



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filters with optional MERV-14 mid-filters. Variable frequency drives (VFDs) are used to modulate the make-up air unit and the range exhaust fan. The VFDs provide a soft start for the motors and modulate the range exhaust fan to maintain a negative pressure in the range space.

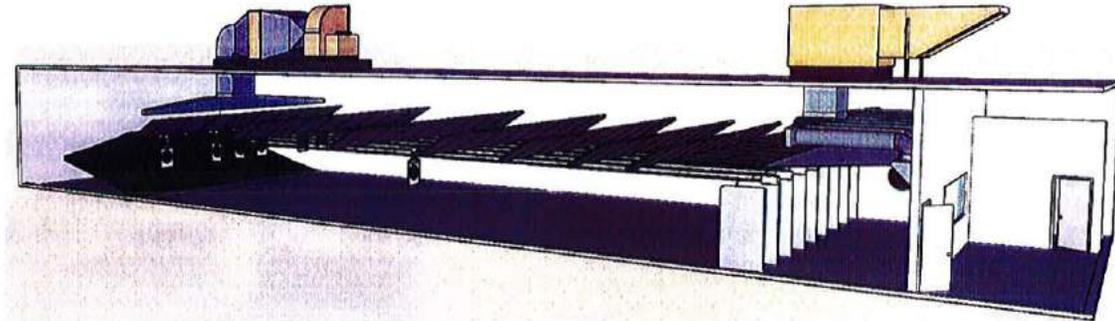
Controls

The range ventilation DDC control system is comprised of Johnson Controls HVAC control components such as temperature sensors, pressure sensors, pressure transducers, unitary controllers, and a FX controller. The control system logs trends for the operating parameters such as filter differential pressure and exhaust command.

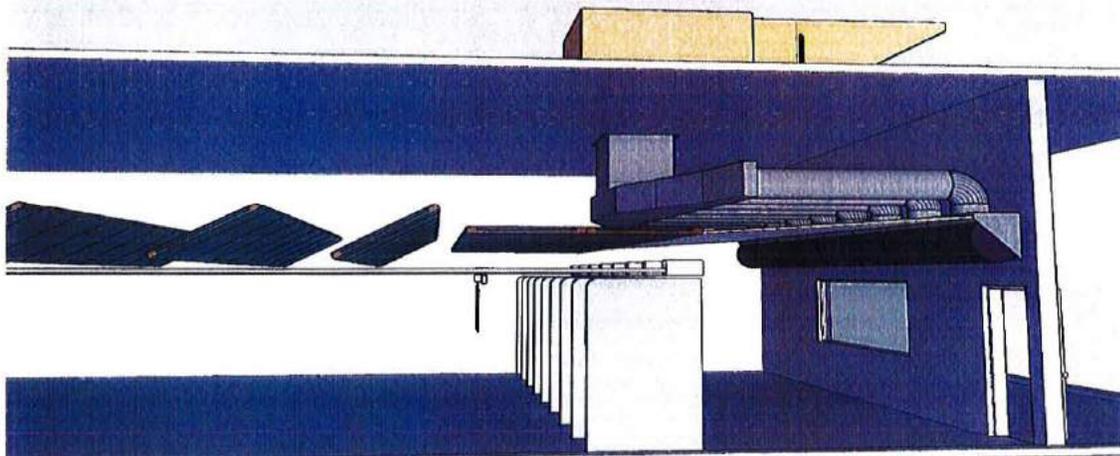
Operation

Outside air is brought in through the make-up air unit where it is tempered and supplied to the range. The airflow is pushed through a graduated supply duct distribution system and balanced with heavy duty volume dampers to distribute evenly to custom supply radial diffuser plenums located on the rear wall behind the shooters. The airflow is balanced to provide an average of 75fpm at the firing line. Air is pushed/pulled down range to a graduated return duct system. Return air is filtered through 2 or 3 stages of filters including final 99.97% HEPA filters before being exhausted or recirculated. The return / exhaust fan is modulated through a variable frequency drive to maintain a range to base-building negative pressure of -0.05" WC.

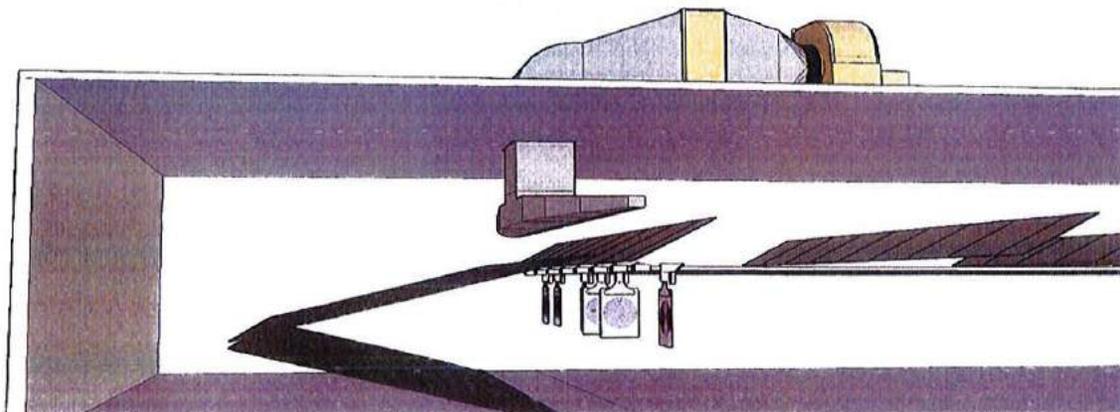
Overview Of Purge Range System



Graduated Supply duct, Round Crossovers, Radial Diffuser Plenum Assembly



Graduated Exhaust Duct Over Trap Area

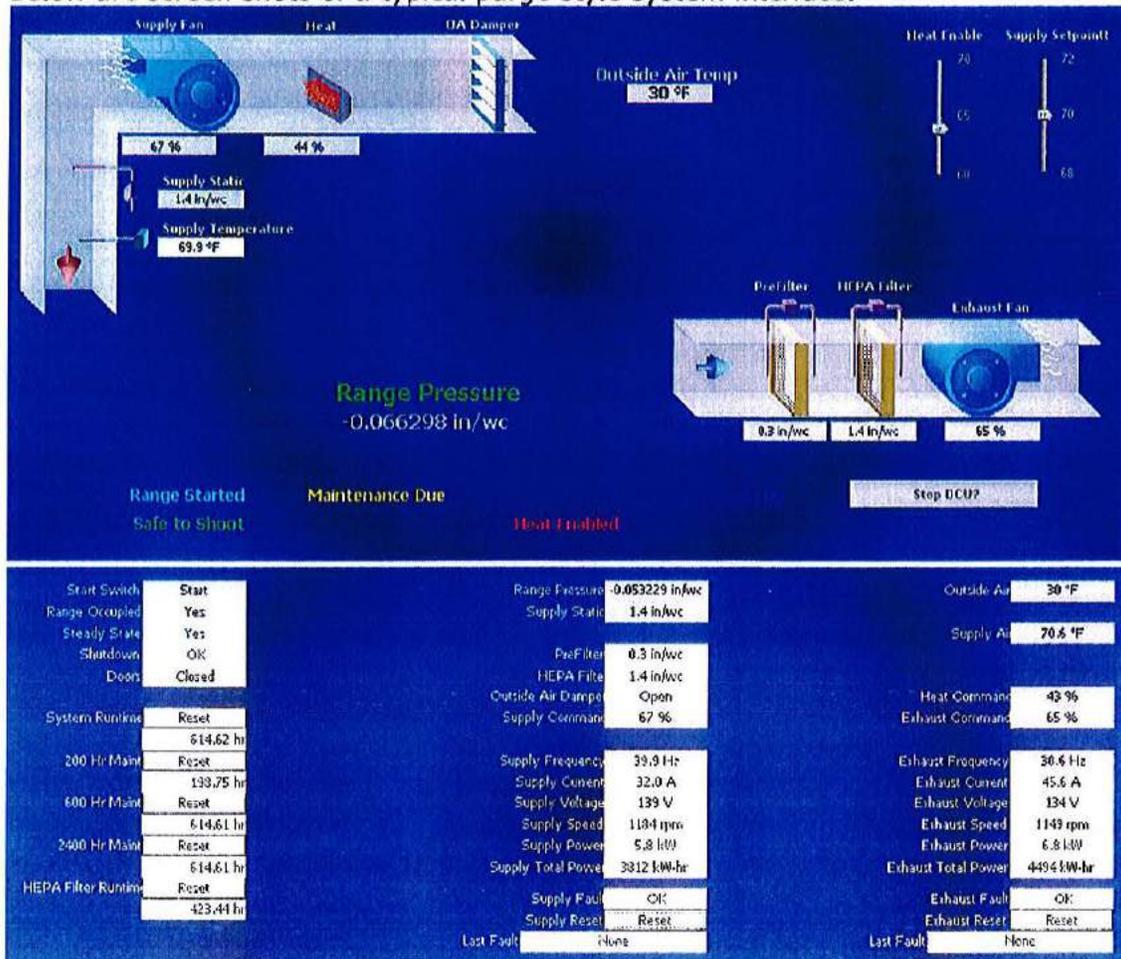


Carey's Range Ventilation Control System

Carey's Range Ventilation Smart Direct Digital Control (DDC) system is programmed to automatically operate the range ventilation to provide safe conditions for users. The control system will warn users of any maintenance issues and will alarm if the range conditions were to become unsafe. In addition, the system will produce maintenance messages and warning messages of any faults that may occur.

Carey's control system interface will allow users with the proper login credentials to access and view the operation of the range ventilation system. Users can also view set points, check alarms, reset maintenance alarms, or simply view the overall system operation. This allows field personnel to quickly identify and resolve any and all issues. The system also allows Carey's Technical Support Staff to remotely view and provide support to field personnel. Carey's Technical Support Staff are available 24 hours a day / 7 days a week.

Below are screen shots of a typical purge style system interface.





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

0315

TO: Board of Selectmen

FROM: Curt Bellavance, Town Administrator 

DATE: March 7, 2016

RE: Overview- Special Permit Application, Pawsitively Yummy Dog Daycare

Applicant Name: Lisa A. Shapiro
Owner Name: Lisa A. Shapiro
Name of Business: Pawsitively Yummy Corp
Business Address: 440 Middlesex Road, Unit A1C

The applicant seeks a Special Permit to operate a Commercial Kennel, which will function as a daytime only dog daycare. The proposed location consists of a 3,500 sq. ft. retail space in a strip mall, of which 700 sq. ft. is being requested for the dog daycare. The retail space is currently being used as a pet food & supply store.

The subject property is zoned Business 3 General Shopping (B3), Under section 2.11.30 Table of Uses in the Tyngsborough Zoning By-Laws, a Commercial Kennel is permitted by a Special Permit from the Board of Selectmen in an B3 zone. The Zoning By-Laws define a Commercial Kennel as follows: "Establishment where dogs, cats or other pets are kept for the purpose of sale, breeding or boarding care."

The applicant is not the owner of the property but the applicant has obtained the necessary Owner Affidavit from the landlord, KeyPoint partners, authorizing her to utilize up to 800 sq. ft. of her current leased space for the dog daycare. A site plan has been provided by the applicant. Comments have been provided by the Building Commissioner, Conservation/Planning/ZBA Assistant, and Fire Chief.

A certified abutters list was generated to inform abutters of the date and time of the Public Hearing and advertisements were placed in the Lowell Sun newspaper on Monday, February 15, 2016, and Monday, February 22, 2016.

CONSIDERATION:

The two areas that the Board should consider are based on Sections 1.16.14 and 1.16.15 of the Zoning Bylaw. The Board should determine if the applicant has demonstrated that they have met the mandatory findings. If the Board believes the applicant has met the mandatory findings, you should consider which conditions, if any, would be placed on a special permit if approved by the Board.





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1.16.14 Mandatory Findings by Special Permit Granting Authority

The Special Permit Granting Authority shall not issue a special permit unless without exception it shall find that the proposed use:

1. Is in harmony with the purpose and intent of this By-law.
2. Will not be detrimental or injurious to the neighborhood in which it is to take place.
3. Is appropriate for the site in question.
4. Complies with all applicable requirements of this By-law.

1.16.15 Special Permit Conditions - The Special Permit Granting Authority may impose such conditions, safeguards and limitations as it deems appropriate to protect the neighborhood or the Town including, but not limited to:

1. Dimensional requirements greater than the minimum required by this By-Law;
2. Screening of parking areas or other parts of the premises from adjoining premises or from the street by specified walls, fences, plantings or other devices;
3. Modification of the exterior features or appearances of the structure(s);
4. Limitation of size, number of occupants, method and time of operation, and extent of facilities;
5. Regulation of number, design and location of access drives, drive-up windows and other traffic features;
6. Requirement of off-street parking and other special features;
7. Requirement for performance bonds or other security;
8. Installation and certification of mechanical or other devices to limit present or potential hazard to human health, safety, welfare or the environment resulting from smoke, odor, particulate matter, toxic matter, fire or explosive hazard, glare, noise, vibration or any other objectionable impact generated by any given use of land; and
9. Requirement of an as-built plan and certification by the applicants' engineer regarding a project's completion prior to issuance of an occupancy permit.



TOWN OF TYNGSBOROUGH

Board of Selectmen

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Tyngsborough, MA 01879

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SPECIAL PERMIT DECISION COMMERCIAL KENNEL SPECIAL PERMIT

Applicant: Pawsitively Yummy Corporation

Property Location: 440 Middlesex Road, Unit A1C

Project: Pawsitively Yummy Dog Daycare

Owner: Lisa A. Shapiro



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FINDINGS AND DECISION

A Special Permit to operate a Commercial Kennel is granted by the Town of Tyngsborough Board of Selectmen (Board) to Pawsitively Yummy Corporation, (the Applicant) for property located at 440 Middlesex Road, Unit A1C, (the Premises) to construct a Commercial Kennel; in accordance with section 2.11.30 Table of Uses in the Tyngsborough Zoning By-Laws, a Commercial Kennel is permitted by a Special Permit from the Board of Selectmen in a Business 3 General Shopping (B3) zone. The Zoning By-Laws define a Commercial Kennel as follows: "Establishment where dogs, cats or other pets are kept for the purpose of sale, breeding or boarding care."

The Findings and Decision for approval, with conditions, are set forth below.

I. BACKGROUND:

1. The Applicant applied for Special Permits to construct a Commercial Kennel in accordance with Zoning Bylaw Section 2.11.30 Table of Permitted Uses. This application requires a Special Permit from the Board of Selectmen.
2. The Application for a Special Permit was received on February 1, 2016.
3. The Board also received departmental comments in connection with the application review.
4. The legal notice was published in the Lowell Sun on February 15, 2016, and February 22, 2016, and posted with the Town Clerk.
5. Public hearings were held on the Special Permit Applications before the Board on March 7, 2016, and March 14, 2016.
6. At the public hearings, the Applicant made presentations of the Project. Residents in attendance were permitted to speak for or against the Special Permit Applications. Members of the Board were permitted to ask questions and comment on the Special Permit Applications.

II. FINDINGS:

At the public hearing the Board of Selectmen found as follows:



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Board of Selectmen

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1. The grant of the Special Permit is in harmony with the purpose and intent of the Zoning Bylaws as the use sought is an allowed use and will provide additional needed services to the residents of the town in the area of Commercial Kenneling.
2. The grant of the Special Permit will not be detrimental or injurious to the neighborhood in which it is to take place as the proposed use takes place within an existing structure, and will not detrimentally impact noise, traffic, drainage, lighting or public safety.
3. The grant of the Special Permit is appropriate for the site in question as the use is compliant with Town Zoning Bylaws and will take up less than 800 sq. ft. of current storage space within a retail establishment.
4. The grant of the Special Permit complies with all applicable requirements of the Zoning Bylaws.
5. The Special Permit was complete and compliant with Sections 2.11.30 Table of Permitted Uses, 2.11.44 Business Uses, 1.16.14 Mandatory Findings by Special Permit Granting Authority, and 1.16.15 Special Permit Conditions of the Zoning Bylaws.
6. The grant of the Special Permit is based upon the mandatory findings which were found to exist with the requirements of Section 1.16.14 of the Zoning Bylaws.
7. The proposed uses are allowed by Section 2.11.30 of the Zoning Bylaws.

III. SPECIAL PERMIT CONDITIONS:

In view of the above, the Board determines that the Premises is a proper local for a Commercial Kennel under Sections 2.11.30 Table of Permitted Uses of the Zoning Bylaws and that the parcel meets all requisite criteria; and the Board grants a Special Permit for the implementation of a Commercial Kennel, in accordance with the below terms and conditions:

1. The Applicant must obtain architectural drawings, obtain all required building and electrical permits, and pass all required inspections and comply with any other areas required by Federal, State, or local laws and regulations.
2. The Kennel area will be limited to a maximum of ___ dogs at one time.
3. The Applicant shall install soundproofing to insure the neighbors on either side are not bothered by barking dogs. *(Waiting for clarification from owner before including final soundproofing specifications)*
4. A ventilation system must be installed in a manner sufficient to dispose of dog odors. *(Waiting for clarification from owner before including final ventilation specifications)*
5. A rubberized paint must be placed on the floor to prevent slipping.



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- 6. The daycare hours cannot exceed 7:00 a.m. – 7:00 p.m. with no overnight kenneling allowed.
- 7. Failure to comply with all the above conditions shall be deemed cause to revoke or modify this Decision.

IV. APPEALS:

Appeals of this Decision, if any, shall be made pursuant to M.G.L. c. 40A, § 17, and shall be filed within twenty (20) days after the date of filing of this Decision with the Town Clerk.

The following members of the Board voted on March 14, 2016, to approve the Applicant’s request for the Special Permits:

Board of Selectmen

Richard Reault, Chair

William Gramer, Vice Chair

Robert Jackson, Clerk

Corliss Lambert

Steven Nocco

TO BE FILED WITH THE TOWN CLERK

Date: _____, 2016

Then personally appeared Richard Reault, Chairman, Tyngsborough Board of Selectmen of the Town of Tyngsborough, Massachusetts, personally known to me, and acknowledged the foregoing instrument to be the free act and deed of said Board of Selectmen before me to be recorded with the Town Clerk.

Notary Public

Commission Expires



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Board of Selectmen

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TOWN CLERK

I hereby certify no appeal has been received within twenty (20) days of the filing of this notice in my office, or that if an appeal has been filed, that it has been dismissed or denied.

_____ Town Clerk

_____, 2016

APPLICANT RECORD DECISION

Having received certification from the Town Clerk, the Applicant is responsible to record this Decision, as required for the special permits, with the Middlesex North Registry of Deeds and indexed under the name of the owner of record. Fee for recording shall be the Applicant's responsibility.

NOTICE TO BUILDING DEPARTMENT

No permits shall be issued until the Decision is recorded, received and entered with the Middlesex North Registry of Deeds.



04A

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

TO: Board of Selectmen

FROM: Curt Bellavance, Town Administrator *CB*

DATE: March 25, 2016

RE: Change of Owner – Chakra Indian Cuisine

Chakra Indian Cuisine, a local restaurant, has changed ownership and the new owners are seeking to transfer the Common Victualler.

All of the necessary paperwork has been filed with our office and the Building Department and Board of Health have inspected the operation and are supportive of the transfer. There are no concerns at this time with the new owner.

It is my recommendation that the Board of Selectmen VOTE to approve the transfer of the Common Victualler to the new owner Kural, Inc. d/b/a Chakra Indian Cuisine, located at 18 Pondview Place #24.

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04B

TO: Board of Selectmen
FROM: Curt Bellavance, Town Administrator
DATE: March 25, 2016
RE: Annual Town Election

Attached is the draft ballot for the Board of Selectmen. At the 2015 Annual Town Meeting held on June 2, 2015, the voters supported Article #24 which asked if the elected position of Town Collector should become an appointed position rather than an elected position.

Article 24. *To see if the Town will vote, as provided by M.G.L. c. 41, § 1B, that the position of Tax Collector become an appointed position, or take any action relative thereto.*

Because Town Meeting supported Article #24 the required procedure is to place the below question on the ballot for the registered voters to decide.

Our office would recommend that the Board **vote to place the below question on the 2016 Annual Town Election Ballot.**

Shall the town vote to have its elected Tax Collector become an appointed Tax Collector of the town?

Yes _____ No _____

Attachment



TOWN OF TYNGSBOROUGH

Office of the Board of Selectmen

Town Offices | 25 Bryants Lane

Tyngsborough, MA 01879

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

Shall the town vote to have its elected Tax Collector become an appointed Tax Collector of the town?

Yes _____ No _____

Board of Selectmen

Richard D. Reault, Chairman

William F. Gramer, Vice-Chair

Robert G. Jackson, Clerk

Corliss F. Lambert

Steven A. Nocco



TYNGSBOROUGH

ANNUAL TOWN ELECTION

May 10, 2016

<p align="center">SELECTMAN</p> <p>Three years Vote for ONE</p> <p>RICHARD D. REAULT</p> <p>10 Louis Avenue Candidate for re-election</p> <p>PATRICK D. MCLAUGHLIN</p> <p>110 Sherburne Avenue</p>
<p align="center">ASSESSOR</p> <p>Three years Vote for ONE</p> <p>MARC W. WELCH</p> <p>44 Flint Road Candidate for re-election</p>
<p align="center">BOARD OF HEALTH</p> <p>Two years Vote for ONE</p> <p>JOSEPH F. DEL GAUDIO</p> <p>359 Westford Road</p> <p>JONATHAN D. REENEY</p> <p>20 Oak Street</p>
<p align="center">BOARD OF HEALTH</p> <p>Three years Vote for ONE</p> <p>STEPHEN F. BERTHIAUME</p> <p>50 Danforth Road Candidate for re-election</p>
<p align="center">CEMETERY COMMISSIONER</p> <p>Three years Vote for ONE</p>

<p align="center">CEMETERY COMMISSIONER</p> <p>Two years Vote for ONE</p>
<p align="center">CEMETERY COMMISSIONER</p> <p>One year Vote for ONE</p>
<p align="center">FINANCE COMMITTEE</p> <p>Three years Vote for TWO</p> <p>CHRISTOPHER MELLEN</p> <p>90 Parham Road Candidate for re-election</p> <p>BILLY K. CRAWFORD</p> <p>83 Frost Road</p>
<p align="center">HOUSING AUTHORITY</p> <p>Five years Vote for ONE</p> <p>CORLISS F. LAMBERT</p> <p>204 Middlesex Road Candidate for re-election</p>
<p align="center">LIBRARY TRUSTEES</p> <p>Three years Vote for TWO</p> <p>JULIE A. IATRON</p> <p>15 Wyoming Road Candidate for re-election</p> <p>WILLIAM B. SHAMBLEY</p> <p>5 Bridle Path Way Candidate for re-election</p>

<p align="center">PLANNING BOARD</p> <p>Five years Vote for ONE</p> <p>CHARLES F. DOUGHTY, II</p> <p>10 Upton Drive</p>
<p align="center">SCHOOL COMMITTEE</p> <p>Three years Vote for TWO</p> <p>AMY M. POZERSKI</p> <p>4 Mustang Road</p>
<p align="center">SEWER COMMISSION</p> <p>Three years Vote for ONE</p> <p>BRIAN J. MARTIN</p> <p>29 Elm Street Candidate for re-election</p>
<p align="center">TAX COLLECTOR</p> <p>Three years Vote for ONE</p> <p>KERRY L. COLBURN-DION</p> <p>6 Connel Drive</p> <p>DAVID MEYER</p> <p>118 Mascuppick Trail</p>

7

To see if the Town will vote, as provided by M.G.L. c. 41, § 1B the position of Tax Collector become an appointed position.

Yes
No



TOWN OF TYNGSBOROUGH

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

042

TO: Board of Selectmen
FROM: Curt Bellavance, Town Administrator
RE: Old Town Hall Host
DATE: March 25, 2016

At the July 13, 2015 Board of Selectmen meeting the board voted to appoint Ernie Roy as the temporary Old Town Hall host. Mr. Roy was an obvious choice as he served in that capacity through the Senior Tax Work-off Program. Mr. Roy is once again serving as the Old Town Hall host through the senior program.

Due to the increased popularity of Old Town Hall the Town is at the juncture again where Mr. Roy has nearly used all the time allotted under the Senior Tax Work-off Program and there will be a need to continue to use Mr. Roy's service in that position.

It would be my recommendation that Mr. Ernie Roy be appointed, in a temporary capacity, to serve as the Old Town Host until the start of the next program, or the Board determines an alternative plan.

Recommended Motion:

Vote to appoint Mr. Ernie Roy to serve as the Old Town Hall host until the start of the next Senior Tax Work-off Program, or until the Board determines an alternative plan.



TOWN OF TYNGSBOROUGH

Office of the Town Administrator

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

04D

TO: Board of Selectmen

FROM: Curt Bellavance, Town Administrator 

DATE: March 25, 2016

RE: Affordable Housing Trust

Attached is a copy of Section XLVI of the Town Bylaws for the Affordable Housing Trust Fund. Town Meeting voted to support the creation of a housing trust at the Special Town Meeting held on February 10, 2015.

The Board of Selectmen are responsible for appointing the members of the Trust, who shall be named as Trustees.

My office has posted the request for appointments on the Town's website and will also send out social media releases.

The Board, as stated in the bylaw, shall appoint a minimum of five trustees with at least one trustee being a Selectman or their designee. An additional trustee shall be the town administrator, or designee. All trustees, except for the town administrator shall be residents of Tyngsborough.

My office will work on seeking interested candidates for the Board of Selectmen to appoint at a future meeting.



Section XLIV Affordable Housing Trust Fund

Section 1. Name of Trust

The Trust shall be called the "Tyngsborough Affordable Housing Trust Fund" (Trust).

Section 2. Purpose

The purpose of the Trust shall be to provide for the preservation and creation of affordable housing in the Town of Tyngsborough (Town) for the benefit of low and moderate-income households. In furtherance of this purpose, the Trustees are authorized, in accordance with the below procedures to acquire by gift, purchase or otherwise real estate and personal property, both tangible and intangible, of every sort and description; to use such property in such manner as the Trustees shall deem most appropriate to carry out such purpose, provided however, that all property held by the Trust and the net earnings from such properties shall be used exclusively for the preservation and creation in the Town of affordable housing for the purposes for which this Trust was formed.

Section 3. Tenure of Trustees

There shall be a Board of Trustees (Trustees) consisting of not less than five nor more than seven trustees who shall be appointed by the Board of Selectmen (Selectmen). At least one of the Trustees shall be a member of the Selectmen, or its designee. One member of the Trustees shall be the Town Administrator, or his or her designee. Only persons who are residents of the Town shall be eligible to hold the office of Trustee, provided, however, the Town Administrator need not be a resident. Trustees shall serve for a term of two years, except that two of the initial Trustee appointments shall be for a term of one year, and may be re-appointed at the discretion of the Selectmen. Any Trustee who ceases to be a resident of the Town shall cease to be a Trustee and shall promptly provide a written notification of the change in residence to the Selectmen. Any Trustee may resign by written instrument signed and acknowledged by such Trustee and duly filed with the Town Clerk. If a Trustee shall die, resign, or for any other reason cease to be a Trustee before his or her term of office expires, a successor shall be appointed by the Selectmen to fill such vacancy provided that in each case the said appointment and acceptance in writing by the Trustee so appointed is filed with the Town Clerk. No such appointment shall be required so long as there are five trustees in office. Upon the appointment of any succeeding Trustee and the filing of such appointment, the title to the Trust estate shall thereupon and without the necessity of any conveyance be vested in such succeeding Trustee jointly with the remaining trustees.

Section 4. Meetings of the Trust

The Trust shall meet at least quarterly at such time and at such place as the Trustees shall determine. Notice of all meetings of the Trust shall be given in accordance with the provisions of the Open Meeting Law, M.G.L. c. 30A, §§ 18 – 25. A quorum at any meeting shall be a majority of the Trustees qualified and present in person.

Section 5. Powers of Trustees

The Trustees shall have the following powers which shall be carried out in accordance with and in furtherance of the provisions of M.G.L. c. 44, § 55C:

- A. With the approval of the Selectmen, to accept and receive property, whether real or personal, by gift, grant, devise, or transfer from any person, firm, corporation or other public or private entity, including without limitation, grants of funds or other property tendered to the Trust in connection with provisions of any zoning by-law or any other by-law;
- B. With the approval of the Selectmen, to purchase and retain real or personal property, including without restriction investments that yield a high rate of income or no income;
- C. With the approval of the Selectmen, to sell, lease, exchange, transfer or convey any real or personal property at public auction or by private contract for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertakings relative to Trust real or personal property notwithstanding the length of any such lease or contract;
- D. To execute, acknowledge and deliver deeds, assignments, transfers, pledges, leases, covenants, contracts, promissory notes, releases and other instruments sealed or unsealed, necessary, proper or incident to any transaction in which the Trustees engage for the accomplishment of the purposes of the Trust;
- E. To employ advisors and agents, such as accountants, appraisers and lawyers as the Trustees deem necessary;
- F. To pay reasonable compensation and expenses to all advisors and agents and to apportion such compensation between income and principal as the Trustees deem advisable;
- G. To apportion receipts and charges between income and principal as the Trustees deem advisable, to amortize premiums and establish sinking funds for such purpose, and to create reserves for depreciation depletion or otherwise;
- H. With the approval of the Selectmen, to participate in any reorganization, recapitalization, merger or similar transactions; and to give proxies or powers of attorney with or without power of substitution, to vote any securities or certificates of interest, and to consent to any contract, lease, mortgage, purchase or sale of property, by or between any corporation and any other corporation or person;
- I. With the approval of the Selectmen, to deposit any security with any reorganization committee, and to delegate to such committee such powers and authority as the Trustees may deem proper and to pay, out of Trust property, such portion of expenses and compensation of such committee as the Trustees may deem necessary and appropriate;
- J. To carry property for accounting purposes other than acquisition date values;
- K. With the approval the Selectmen and the approval of Town Meeting by a two-thirds majority vote, to incur debt, to borrow money on such terms and conditions and from such sources as the Trustees deem advisable, and to mortgage and pledge Trust assets as collateral;

- L. With the approval of the Selectmen, to disburse Trust funds for the purpose of making loans or grants in furtherance of the creation or preservation of affordable housing in the Town upon such terms as the Trustees shall deem most appropriate to carry out such purposes;
- M. To make distributions or divisions of principal in kind;
- N. To comprise, attribute, defend, enforce, release, settle or otherwise adjust claims in favor or against the Trust, including claims for taxes, and to accept any property, either in total or partial satisfaction of any indebtedness or other obligation, and subject to the provisions of M.G.L. c. 44, § 55C, to continue to hold the same for such period of time as the Trustees may deem appropriate;
- O. To manage or improve real property and, with the approval of the Selectmen, to abandon any property which the Trustees determine not to be worth retaining;
- P. To hold all or part of the Trust property not invested for such purposes and for such time as the Trustees may deem appropriate; and
- Q. To extend the time for payment of any obligation to the Trust.

Section 6. Funds Paid to the Trust

Notwithstanding any general or special law to the contrary, all moneys paid to the Trust in accordance with any zoning by-law, exaction fee, or private contribution, or other by-law shall be paid directly into the Trust and need not be appropriated or accepted and approved into the Trust. General revenues appropriated into the Trust become Trust property and these funds need not be further appropriated to be expended. All moneys remaining in the Trust at the end of any fiscal year, whether or not expended by the Trustees within one year of the date they were appropriated into the Trust, remain Trust property.

Section 7. Acts of Trustees

A majority of Trustees may exercise any or all of the powers of the Trustees and may execute on behalf of the Trustees any and all instruments with the same effect as though executed by all the Trustees. No Trustee shall be required to give bond. No license of court shall be required to confirm the validity of any transaction entered into by the Trustees with respect to the Trust Estate.

Section 8. Liability

Neither the Trustees nor any agent or officer of the Trust shall have the authority to bind the Town, except in the manner specifically here authorized. The Trust is a public employer and the Trustees are public employees for the purposes of M.G.L. c. 268A. The Trust shall be deemed a municipal agency and the Trustees special municipal employees for the purposes of M.G.L. c. 268A.

Section 9. Taxes

The Trust is exempt from M.G.L. c. 59 and c. 62, and from any other provisions concerning payment of taxes based upon or measured by property or income imposed by the Commonwealth or any of its subdivisions.

Section 10. Custodian of Funds

The Town Treasurer shall be the custodian of the funds of the Trust. The books and records of the Trust shall be audited annually by an independent auditor in accordance with accepted accounting practices for municipalities.

Section 11. Governmental Body

The Trust is a governmental body for purposes of Sections of M.G.L. c. 30A §§ 18-25.

Section 12. Board of the Town

The Trust is a board of the Town for purposes of M.G.L. c. 30B and M.G.L. c. 40, § 15A but agreements and conveyances between the Trust and agencies, boards, commissions, authorities, departments and public instrumentalities of the Town shall be exempt from Chapter 30B.

Section 13. Duration of the Trust

This Trust shall be of indefinite duration, until terminated in accordance with applicable law. Upon termination of the Trust, subject to the payment of or making provisions for the payment of all obligations and liabilities of the Trust and the Trustees, the net assets of the Trust shall be transferred to the Town and held by the Selectmen for affordable housing purposes. In making any such distribution, the Trustees may, subject to the approval of the Selectmen, sell all or any portion of the Trust property and distribute the net proceeds thereof or they may distribute any of the assets in kind. The powers of the Trustees shall continue until the affairs of the Trust are concluded.

Section 14. Recordings

The Trustees have the authority to execute, deliver, and record with the Registry of Deeds any documents required for any conveyance here authorized.

Section 15. Titles

The titles to the various Articles are for convenience only and are not to be considered part of such Articles nor shall they affect the meaning or the language of any such Article.



TOWN OF TYNGSBOROUGH

Office of the Town Administrator

Town Offices

25 Bryants Lane

Tyngsborough, MA 01879

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

04E

TO: Board of Selectmen

FROM: Matt Hanson, Assistant Town Administrator

DATE: March 28, 2016

RE: Request to deem property surplus and available for sale- Lakeview Ave

Our office was approached by resident Michael Dehney who is interested in purchasing a parcel of residentially zoned tax title property on Lakeview Ave, identified on assessor maps as parcel 25 51 0. Please see the attached photos. Mr. Dehney is the direct abutter on three sides of the Lakeview Ave parcel and the Town is the fourth abutter, owning the Sherburne property to the west of the parcel.

On March 14th our office solicited feedback from Boards, Committees, and Departments on this parcel, as well as a second parcel of tax title property, 26 39 A, located just south of parcel 25 51 0. The only response was from the Conservation Commission. The Commission voted to take no action on parcel 25 51 0, allowing the surplus process to move forward. The Commission also voted to request that parcel 26 39 A be transferred to the care and custody of the Conservation Commission, so we are not requesting any action to surplus this property at this time.

Our office requests that the Board vote that parcel 25 51 0 be deemed surplus and available for sale. The next step in the disposition process is Town Meeting approval. If approved at Town Meeting, the Board would have the authority to set a sale price and approve a sale of the property.

Please note that an error was found in the property record card, which identifies the parcels as 3.5 acres, while the correct property size appears to be approximately 1.7 acres.

Requested Motion: I move that the Board deems a parcel of land on Lakeview Ave, taken through tax title on August 1, 1992 and identified as assessor parcel 25 51 0, as surplus property and available for disposition.

CC: Curt Bellavance



Card 1 of 1

Location LAKEVIEW AV

Property Account Number

Parcel ID 25 51 0
Old Parcel ID 35A --

Current Property Mailing Address

Owner TOWN OF TYNGSBOROUGH
TAX TITLE
Address 25 BRYANTS LNCity TYNGSBOROUGH
State MA
Zip 01879
Zoning R1

Current Property Sales Information

Sale Date 9/1/1992
Sale Price 0Legal Reference 6084 347
Grantor(Seller) TAX LIEN

Current Property Assessment

Year 2016
Land Area 3.500 acres

<u>Card 1 Value</u>	
Building Value	0
Xtra Features Value	0
Land Value	152,700
Total Value	152,700

Narrative Description

This property contains 3.500 acres of land mainly classified as N/A with a(n) N/A style building, built about , having N/A exterior and N/A roof cover, with 0 unit(s), 0 total room(s), 0 total bedroom(s), 0 total bath(s), 0 total half bath(s), 0 total 3/4 bath(s).

Legal Description

Property Images

No Sketch

Available



TOWN OF TYNGSBOROUGH

Conservation Commission
Town Offices | 25 Bryants Lane
Tyngsborough, MA 01879
Tel: (978) 649-2300 Ext. 119 | Fax: (978) 649-2320

March 25, 2016

Mr. Matthew Hanson
Assistant Town Administrator
Town Hall
25 Bryants Lane
Tyngsborough, MA 01879

Dear Sir,

During the course of the March 22, 2016 meeting, the Conservation Commission discussed two parcels of land currently in tax title as the directly abut the land of the Sherburne Nature Center. The Commission considered parcel 26-39A and parcel 25-51.

After consideration, the Commission unanimously voted to request that parcel 26-39A be transferred to the custody of the Conservation Commission. We do not wish to acquire parcel 25-51.

Thank you for your consideration in this matter.

Matthew S. Marro,
Conservation Director
cc : Con Com
File





Town of Tyngsborough
Office of the Media Coordinator

5 Bryants Lane - Tyngsborough, Massachusetts 01879-1003

Phone: (978) 649-2300, Ext. 138 – Fax: (978) 649-2327

sbrogan@tyngsboroughma.gov

Stephen Brogan

04F

To: Board of Selectmen

From: Stephen Brogan, Media Coordinator

Copy: Curt Bellavance, Town Administrator
Matt Hanson, Assistant Town Administrator

Re: PEG Access Center Vision & Criteria

Date: March 24, 2016

The wheels have begun to turn in a forward motion with regard to Tyngsborough's future Public Access "PEG" Center. The vision for this center is one of a bustling and vibrant community organization where members of the public and of all age, race and vocations, can freely and safely share their thoughts with the community they call home.

In order for this center to have the greatest success and value to the community a number of parameters must be met to see that vision become a reality. The list of criteria outlined below will be used to help determine the best possible location for the PEG centers home. Additional advice and input on needs and best practices will be gathered from a group of industry professionals and a selection of successful access centers will be visited to gather further design and layout ideas and evaluate current trends. The final recommendation of the most suitable location will be made to the board of selectmen by no later than the end of June 2016.

Moving forward from selection process, I have asked for some PEG access funds to be added to the media department's 2017 budget to cover architectural and design fees for the new center with the goal of final construction being completed during the 2018 budget season. I welcome your questions, comments and council as we move forward with this incredibly valuable project.

Facility Necessities:

1. Should be centrally located and have good visibility to the community.
2. Should be easily accessible by foot or car and have ample parking.
3. Should have access to town IT network and Comcast/Verizon Fiber Network.
4. Should be at least 3500-4000 square feet in size.
5. Should have ceiling of no less than 15-18 feet high in any proposed production studio location.
6. Should be able to be configured to suit the needs of a production and teaching environment including offices, edit suites, classroom/meeting space, production studio & control room, sound booth, equipment storage & repair, and “environmentally isolated” master control/server room.
7. Ideal location would also have ample space to house town IT hub in with PEG broadcast equipment and additional staff office space and equipment storage.
8. Ideal facility may also offer space/land for additional expansion in the future.

Media and PEG industry professionals and others:

Matt Scott - Former Director Chelmsford Telemedia

Elanor Pye - Former Director Lowell Telecommunications

Bryan Wilkins - Lowell High School Colleen Creegan Studio

Jen Bauer - Middlesex Community College Media Department Professor

Jason Bulger - Tyngsborough IT

Matt Hanson - Tyngsborough Assistant Town Administrator

Steve Brogan - Tyngsborough Media Coordinator

Access Centers to be visited:

Lowell Telecommunications Corporation

Reading Community TV

Wakefield Community Access

Chelmsford Telemedia

Dracut Access TV

Burlington Access TV

Franklin Community Access



TOWN OF TYNGSBOROUGH

Office of the Town Administrator

Town Offices

25 Bryants Lane

Tyngsborough, MA 01879

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

TO: Board of Selectmen

FROM: Matt Hanson, Assistant Town Administrator

DATE: March 28, 2016

RE: Recreational Fields Maintenance- Bicentennial Field

In collaboration with the Field Use Committee, our office released bids for field maintenance (lawn mowing and related work) at Bicentennial Field. The Field Use Committee has been seeking annual bids for this work and requested assistance with a formal quote process for a contract of one year with an option for a one year extension. The low quote, and only respondent, was from ANA Proscapes of Milford, NH at a price of \$13,000 for year one and \$13,000 for year two. ANA Proscapes has been the low bidder for the past few years and has a good track record of working for the town. \$13,000 is the same price they have offered for the past few years.

ANA Proscapes also bid on Alternate 3 for annual spring core aeration of the field space in the amount of \$1,350 and Alternate 4 for annual fall thatching of the field space in the amount of \$1,850.

Requested Motion: I move that the Board authorizes the Town Administrator to enter into a one year contract with ANA Proscapes of Milford, NH for field maintenance at Bicentennial Field in the amount of \$13,000 for field maintenance, \$1,350 for spring core aeration, and \$1,850 for fall thatching, with an option to extend for one additional year at the discretion of the town.

CC: Curt Bellavance





TOWN OF TYNGSBOROUGH

25 Bryants Lane

Tyngsborough, MA 01879

Tel: 978 649-2300 Ext. 150

Fax: 978 649-2320

E-mail: apage@tyngsboroughma.gov

TOWN OF TYNGSBOROUGH

INVITATION FOR QUOTES

RECREATIONAL FIELDS MAINTENANCE

1. **Purpose.** The Town of Tyngsborough, Massachusetts is seeking quotes from qualified contractors to provide services for the maintenance of the recreational fields at the Bicentennial Field Complex at 205 Westford Road adjacent to the Tyngsborough Elementary School. Interested parties shall submit a quote in accordance with the requirements and directions described herein.

2. **Scope of Services.** The Contractor shall provide services for the maintenance of recreational fields at 205 Westford Road, known as the Bicentennial Field Complex, adjacent to the Tyngsborough Elementary School. All quotes shall be based on the following specifications:

A. **General**

- a. Service required is to maintain a multi-purpose athletic field complex through the anticipated use period of April 1st - November 30th.
- b. Lawn maintenance consists of furnishing all labor and materials necessary to provide complete and continuous lawn maintenance and related services as indicated.
- c. Service to be performed by the Contractor without disrupting student, recreational league, youth league or other scheduled use of the field.
- d. All trash and litter on the grounds shall be collected prior to each mowing cycle.

- e. Fertilization program to be applied by others.
- f. Aeration program is to be administered by others.
- g. Mowing service should be estimated at 30-35 cuts per year, and meet playing field standards as set by the Tyngsborough Field Committee.

B. Site Inspection:

- a. Each quoter will examine the site of the work forming his/her own opinions as to the extent of the work involved, and must satisfy himself/herself by his/her own investigation and research regarding all conditions affecting work to be done, labor and materials needed, and to make his/her quote in sole reliance thereon.

C. Mowing:

The Contractor shall:

- a. Before first mowing in the spring, remove all debris, leaves, paper and trash that have accumulated over the winter. Walk site and report to Tyngsborough Field Committee any and all suspected damage to turf and irrigation prior to first mowing.
- b. All turf should be mowed no less than once each seven days. More frequent mowing shall be required if general turf growth exceeds the specified mowed height between cuts (as defined in #3).
- c. A height cut of at least 2" but not greater than 3 " is required. The Tyngsborough Field Committee reserves the right to adjust cut heights on individual fields. Seasonal adjustments will also be agreed upon between the contractor and the Tyngsborough Field Committee.
- d. Change direction of mowing each time to help reduce soil compaction from the tractor wheels running in the same path each time.
- e. Turf may not be mown if excessive moisture is present or damage may occur to the turf.
- f. It is the responsibility of the Contractor to keep mower blades sharp and mowing equipment properly maintained so as not to damage lawn and grounds.
- g. Mowing is for the entire field within its fenced boundaries and is to include all line trimming along fences, buildings, concrete pads, asphalt and stone-dust sidewalks, shrubs, and benches.
- h. All clippings are to be bagged and removed from site. Mulching blades and mulching mowers will be permitted at certain times of year only after permission from Tyngsborough Field Committee has been granted.

D. Other:

- a. Care should be taken not to damage any buildings, walkways, fencing and curbing. If damage occurs it is the responsibility of the Contractor to repair at no cost to the Tyngsborough Field Committee. All damage is to be reported to the Tyngsborough Field Committee regardless of cause.

b. The Contractor shall sweep or mechanically blow all sand, grass clippings, pollen or other debris from tennis courts and basketball courts at the time of each mowing cycle.

c. The Contractor shall mechanically drag and iron rake clay portions of infields at each cutting cycle. Care should be taken to eliminate the spreading of clay onto turf areas. Mound areas, pitching rubber locations, and individual base areas are to receive raking maintenance as well.

E. The provision of these services will be coordinated by the Recreation Director or Facility Manager.

F. The Contractor must comply with all local, state, and federal laws, rules, and regulations for the handling, removal, disposal, and transportation of any and all items.

G. The services shall be rendered for a contract period beginning by approximately April 1, 2016, and ending by November 30, 2016. Alternative dates must be stated in the quote and must be agreeable to the Town.

H. The Contractor will obtain all permits needed. The Town will waive any permit fees.

Options:

1. Fertilization:

Please provide a quotation that includes applications for a five step lawn care program:

1. Early Spring
2. Spring
3. Early Summer
4. Summer
5. Fall

Include a provision for grub control application.

Above pricing should be broken down with a price for each application, and include a list of products, product ratios and percentages. Vendor will be responsible for complying with Schools IPM and provide notification notices if necessary.

2. Soil Sampling

Annual spring soil testing of fields prior to fertilization program.

3. Core Aeration

Annual spring aeration of field space.

4. Thatching

Annual fall thatching of field space.

2. **Required Information.** The following information, at a minimum, shall be submitted:

(a) **Background Summary.** Each quoter shall provide a general background statement including the name of the firm, history, and other information.

Each quoter shall be required to demonstrate to the satisfaction of the Town that it has the financial resources, experienced personnel, expertise, and training to perform the services required by the specifications and shall furnish such information and/or proof of these qualifications.

(b) **Scope of Services.** Each quoter will review the Scope of Services, submit any required information, and describe how the quoter will provide such services.

(c) **Price.** Schedule A must be completed.
Each quoter must comply with the Massachusetts Prevailing Wage Law, M.G.L. Chapter 149, Sections 26-27.

(d) **Taxes, Non-collusion, and Signing Authority.** Schedule B must be completed pertaining to taxes, non-collusion, and signing authority.

(e) **Equipment.** A list of all equipment that will be used by each quoter must be provided.

(f) **Quote Deposit.** A quote deposit (bond, cash, or certified check) is not required.

(g) **References.** At least 5 references who have received services from the firm within the past five (5) years must be provided.

(h) **Claims and Grievances.** A list of any claims and grievances filed, with the outcome, against the firm within the past five (5) years must be provided.

(i) **Primary Contacts.** The qualifications and position with the firm for those individual(s) who will be assigned as the primary contact(s) (on-site and off-site) must be provided.

(j) **General.** The quote shall be firm for thirty (30) days after the date of the opening of quotes.

3. **Submission Process.** The information required for this/hcr Invitation for Quotes must be submitted as follows:

An original and two (2) copies of the "Required Information" as indicated in item 3 above must be submitted in a sealed envelope that is clearly marked "Recreational Fields Maintenance" to the Recreation Department, Alison Page, 25 Bryants Lane, Town of Tyngsborough, MA 01879, no later than 11:00 a.m.

on March 24, 2016 at which time the quotes will be reviewed by the Field Committee.

4. Evaluation Criteria. The Tyngsborough Town Administrator/Chief Procurement Officer in conjunction with the Recreation Director will review all quotes submitted to determine qualified quotes. Qualified quotes will be determined by the following:

- a) The quote for providing these services is clear and complete;
- b) All required documentation has been submitted and all questions have been answered satisfactorily;
- c) The firm and the individuals assigned to the Town's account have demonstrated a high level of experience, expertise, and training to perform these service;
- d) The client list demonstrates successful experience in providing these services. Taking into account all of these factors, a contract will be awarded to the qualified quoter who offers the most competitive price.

5. Award

The Town of Tyngsborough will enter into a contract with the lowest responsible and responsive bidder (Schedule A) base quote, and may extend the contract for one (1) additional contract period, as outlined in the prices quoted by the Contractor in Schedule B.

6. Duration of Agreement.

The services shall be rendered for a contract period beginning by approximately April 1, 2016 and ending by November 30, 2016. Alternative dates must be stated in the quote and must be agreeable to the Town.

Failure of the Town to appropriate funds for any year or portion thereof will result in termination of the contract.

Furthermore, the Town may terminate the contract if the Contractor: (1) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; (2) persistently or repeatedly refuses or fails to schedule and/or complete work in a timely and/or satisfactory manner; (3) fails to make payments to subcontractors for materials or labor in accordance with respective agreements between the Contractor and the subcontractors; (4) persistently disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or (5) is otherwise guilty of a breach of a provision of the contract.

7. Point of Contact. Recreation Department, Alison Page, may be contacted concerning the quote process at 978-649-2300, Ext. 150 (tel.), or 978-649-2301 (fax) or apage@tyngsboroughma.gov.

8. General.

(a) Certificate of Insurance. Upon award of the quote, the Contractor shall provide the Town with a certificate of insurance naming the Town of

Tyngsborough as the Certificate Holder and additional insured.

The successful quoter shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents as a result of the work performed on behalf of the Town. The successful quoter and any subcontractors used by it must certify that they are insured for general liability, automobile liability, and workers' compensation. The successful quoter and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability	\$ 1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$ 1,000,000 per occurrence \$3,000,000 aggregate

Automobile Liability

Bodily Injury Liability	\$ 1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$ 1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

(b) Work Site. The work will be conducted at the recreation fields located at 205 Westford Road adjacent to the Elementary School. It is the quoter's responsibility to be fully aware of the existing conditions at the site.

(c) Contractor and its Employees. The Contractor and its employees shall not be deemed to be employees of the Town of Tyngsborough for any purpose. The Town has the right at all times to require that the Contractor remove and/or replace any employees working on Town property. A CORI check of employees shall be provided if requested by the Town.

(d) Indemnification. The Contractor shall indemnify and hold harmless the Town from and against any and all claims, damages, losses, and expenses, including without limitation attorney fees, arising out of its quote and/or performance of an agreement with the Town when such claims, damages, losses, and expenses are caused, in whole or in part by the acts, errors, or omissions of the Contractor or its consultants or employees, agents, subcontractors, or representatives.

(e) Compliance with Applicable Laws. All work performed by the Contractor must comply with applicable federal, state and local laws, regulations and codes including, but not limited to, the State Building Code, the Americans with Disabilities Act, the Massachusetts Hazardous Waste

Management Act (M.G.L. Chapter 21C, Sections 1 -30)

The Contractor will be responsible for any and all incidents that may arise out of noncompliance with such laws.

(f) Billing and Payment for Services Rendered. The Contractor shall prepare and submit an invoice(s) to the Town of Tyngsborough Recreation Department, 25 Bryants Lane, Tyngsborough, MA 01879.

It shall be the responsibility of the Contractor to carefully examine the services to be provided in conjunction with this/her contract. No additional costs will be allowed because of lack of full knowledge of existing conditions, materials, or other related factors. The price proposal should detail all costs associated with providing the requested services.

(g) Project Closeout. Accompanying the invoice for project payment, the Contractor will provide the Town with copies of all project waste disposal slips (i.e., dumpster receipts, bills of ladings, waste manifests, etc.).

(h) Assignment. There shall be no subletting of the award or assignment of monies due or to become due without the prior written consent of the Town.

(i) The Town of Tyngsborough reserves the right to reject any or all quotes, as well as any part of any or all quotes, deemed not in the best interest of the Town. The Town reserves the right to waive any informalities in the quotes.

TOWN OF TYNGSBOROUGH
INVITATION FOR QUOTES
RECREATIONAL FIELDS MAINTENANCE

The following information is provided for clarification purposes:

SCHEDULE A

RECREATIONAL FIELDS MAINTENANCE

QUOTE PRICE

Year One April 2016-November 2016

Base Quote (per scope of services)

\$ 13,000.00

Other Option(s) (if necessary)

1\$ _____

2\$ _____

3\$ \$1,350.00

4\$ \$1,850.00

Comments:

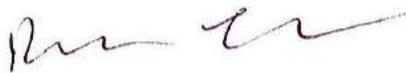
Company Name

ANA PROSCAPIS LLC.

Address Contact Person (Print)

P.O. Box 7235 Milford, N.H. 03055

Contact Person (Signature)

Jeff Proscapis 

Tel/Fax/E-mail

603-554-0461 ana.proscapis@gmail.com

Date

3/22/16

TOWN OF TYNGSBOROUGH
INVITATION FOR QUOTES
RECREATIONAL FIELDS MAINTENANCE

The following information is provided for clarification purposes:

SCHEDULE B

RECREATIONAL FIELDS MAINTENANCE

QUOTE PRICE

Year Two April 2017-November 2017

Base Quote (per scope of services)

\$ 13,000.00

Other Option(s) (if necessary)

1\$ _____

2\$ _____

3\$ \$1,350.00

4\$ \$1,850.00

Comments:

Company Name

ANA Proscapes LLC

Address Contact Person (Print)

P.O. Box 7235 Milford, N.H. 03055

Contact Person (Signature)

Jeff Pearl 

Tel/Fax/E-mail

603-554-0461 anaProscapes@gmail.com

Date

3/22/16

SCHEDULE C

RECREATIONAL FIELDS MAINTENANCE

TAXES, NON-COLLUSION, AND SIGNING AUTHORITY

Pursuant to M.G.L. Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that the company named below has filed all Massachusetts State tax returns and paid all State taxes required by Massachusetts.

The undersigned certifies under penalties of perjury that this/her quote is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this/her paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

The undersigned certifies under penalties of perjury that he/she is authorized on behalf of the company named below to bind the quoter contractually. If the quoter is a corporation, a clerk's certificate of vote and minutes of a Director's meeting will be provided.

Social Security Number or Federal Identification Number

47-2311114

Company Name

ANA PROSCAPES LLC.

Printed Name of Signer

Jeff Prowl

Signature



Date

3/22/16

POSTED NOTICE
RECREATIONAL FIELDS MAINTENANCE

Invitation for Quotes

The Town of Tyngsborough, MA is seeking quotes for the maintenance of recreational fields at the Bicentennial Field Complex, 205 Westford Road adjacent to the Tyngsborough Elementary School. Invitations for Quotes are available from the Town Administrator's Office, Matt Hanson, Assistant Town Administrator, Town Hall, 25 Bryants Lane, Tyngsborough, MA 01879. Tel. 978-649-2300, Ext. 109. or by email at mhanson@tyngsboroughma.gov. Quotes must be submitted by 11:00 a.m. on March 24, 2016. The Town of Tyngsborough reserves the right to reject any or all quotes, as well as any part of any or all quotes, deemed not in the best interest of the Town. The Town reserves the right to waive any informalities in the quotes.

TOWN OF TYNGSBOROUGH

RESULTS FROM BID OPENING

Project IFB Field Maintenance
Applicant Town of Tyngsborough
Date Thursday, March 24, 2016

Location Town Hall, Town Administrators Office
25 Bryant Lane
11am

	COMPANY NAME & ADDRESS	Bid Form Complete	Received Addendum #1	Base	Year 2	Year 3
1	ANA Proscapes Milton, NH 03055	yes	n/a	\$ 13,000	\$ 3,000	n/a
2						
3						
4						
5						
6						
7						

This is a complete and accurate list of the bids opened. This document is signed under the penalties of perjury.

Cent Rocco 3/24/16
Matthew Anderson 3/24/16



TOWN OF TYNGSBOROUGH

Office of the Town Administrator

Town Offices | 25 Bryants Lane

Tyngsborough, MA 01879

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

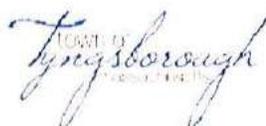
04H

TO: Board of Selectmen
FROM: Curt Bellavance, Town Administrator 
RE: MSBA Statement of Interest
DATE: March 25, 2016

Attached is a Statement of Interest (SOI) that the School Department is seeking to put forward through the Massachusetts School Building Authority (MSBA) program. The SOI contains information regarding improvements to the Tyngsborough Middle School. The SOI is the first step in a process in which the Town is seeking funding support for capital improvements.

Prior to submitting the SOI the Board of Selectmen must vote the attached language as required by the MSBA (see attached).

The Superintendent will be present to discuss the remediation fund and the remaining projects.



REQUIRED FORM OF VOTE TO SUBMIT A STATEMENT OF INTEREST

REQUIRED VOTES

If a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If a regional school district, a vote in the following form is required from the Regional School Committee only.

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on March 28,2016 the Board of Selectmen/ of Tyngsborough in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated March 28,2016 for the Tyngsborough Middle School located at 50 Norris Road Tyngsborough, Ma which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future for replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease related costs in a school facility and further to provide for a full range of programs consistent with state and approved local requirements and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

Massachusetts School Building Authority

Next Steps to Finalize Submission of your FY 2016 Statement of Interest

Thank you for submitting your FY 2016 Statement of Interest (SOI) to the MSBA electronically. **Please note, the District's submission is not yet complete.** The District is required to print and mail a hard copy of the SOI to the MSBA along with the required supporting documentation, which is described below.

Each SOI has two Certification pages that must be signed by the Superintendent, the School Committee Chair, and the Chief Executive Officer*. Please make sure that **both** certifications contained in the SOI have been signed and dated by each of the specified parties and that the hardcopy SOI is submitted to the MSBA with **original signatures**.

SIGNATURES: Each SOI has two (2) Certification pages that must be signed by the District.

In some Districts, two of the required signatures may be that of the same person. If this is the case, please have that person sign in both locations. Please do not leave any of the signature lines blank or submit photocopied signatures, as your SOI will be incomplete.

**Local chief executive officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated as the chief executive office under the provisions of a local charter.*

VOTES: Each SOI must be submitted with the proper vote documentation. This means that (1) the required governing bodies have voted to submit each SOI, (2) the specific vote language required by the MSBA has been used, and (3) the District has submitted a record of the vote in the format required by the MSBA.

School Committee Vote: Submittal of all SOIs must be approved by a vote of the School Committee.

For documentation of the vote of the School Committee, Minutes of the School Committee meeting at which the vote was taken must be submitted with the original signature of the Committee Chairperson. The Minutes must contain the actual text of the vote taken which should be substantially the same as the MSBA's SOI vote language.

Municipal Body Vote: SOIs that are submitted by cities and towns must be approved by a vote of the appropriate municipal body (e.g., City Council/ Aldermen/Board of Selectmen) in addition to a vote of the School Committee.

Regional School Districts do not need to submit a vote of the municipal body.

For the vote of the municipal governing body, a copy of the text of the vote, which shall be substantially the same as the MSBA's SOI vote language, must be submitted with a certification of the City/Town Clerk that the vote was taken and duly recorded, and the date of the vote must be provided.

CLOSED SCHOOLS: Districts must download the report from the "Closed School" tab, which can be found on the District Main page. Please print this report, which then must be signed by the Superintendent, the School Committee Chair, and the Chief Executive Officer. A signed report, with original signatures must be included with the District's hard copy SOI submittal. **If a District submits multiple SOIs, only one copy of the Closed School information is required.**

ADDITIONAL DOCUMENTATION FOR SOI PRIORITIES #1 AND #3: If a District selects Priority #1 and/or Priority #3, the District is required to submit additional documentation with its SOI.

If a District selects Priority #1, Replacement or renovation of a building which is structurally unsound or otherwise in a condition seriously jeopardizing the health and safety of the school children, where no alternative exists, the MSBA requires a hard copy of the engineering or other report detailing the nature and severity of the problem and a written professional opinion of how imminent the system failure is likely to manifest itself. The District also must submit photographs of the problematic building area or system to the MSBA.

If a District selects Priority #3, Prevention of a loss of accreditation, the MSBA requires the full accreditation report(s) and any supporting correspondence between the District and the accrediting entity.

ADDITIONAL INFORMATION: In addition to the information required with the SOI hard copy submittal, the District may also provide any reports, pictures, or other information they feel will give the MSBA a better understanding of the issues identified at a facility.

If you have any questions about the SOI process please contact Diane Sullivan at 617-720-4466 or Diane.Sullivan@massschoolbuildings.org.

Massachusetts School Building Authority

School District Tyngsborough

District Contact George Trearchis TEL: (978) 649-7488

Name of School Tyngsborough Middle

Submission Date 3/23/2016

SOI CERTIFICATION

To be eligible to submit a Statement of Interest (SOI), a district must certify the following:

- The district hereby acknowledges and agrees that this SOI is NOT an application for funding and that submission of this SOI in no way commits the MSBA to accept an application, approve an application, provide a grant or any other type of funding, or places any other obligation on the MSBA.
- The district hereby acknowledges that no district shall have any entitlement to funds from the MSBA, pursuant to M.G.L. c. 70B or the provisions of 963 CMR 2.00.
- The district hereby acknowledges that the provisions of 963 CMR 2.00 shall apply to the district and all projects for which the district is seeking and/or receiving funds for any portion of a municipally-owned or regionally-owned school facility from the MSBA pursuant to M.G.L. c. 70B.
- The district hereby acknowledges that this SOI is for one existing municipally-owned or regionally-owned public school facility in the district that is currently used or will be used to educate public PreK-12 students and that the facility for which the SOI is being submitted does not serve a solely early childhood or Pre-K student population.
- After the district completes and submits this SOI electronically, the district must sign the required certifications and submit one signed original hard copy of the SOI to the MSBA, with all of the required documentation described under the "Vote" tab, on or before the deadline.
- The district will schedule and hold a meeting at which the School Committee will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is required for cities, towns, and regional school districts.
- Prior to the submission of the hard copy of the SOI, the district will schedule and hold a meeting at which the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body will vote, using the specific language contained in the "Vote" tab, to authorize the submission of this SOI. This is not required for regional school districts.
- On or before the SOI deadline, the district will submit the minutes of the meeting at which the School Committee votes to authorize the Superintendent to submit this SOI. The District will use the MSBA's vote template and the vote will specifically reference the school and the priorities for which the SOI is being submitted. The minutes will be signed by the School Committee Chair. This is required for cities, towns, and regional school districts.
- The district has arranged with the City/Town Clerk to certify the vote of the City Council/Board of Aldermen or Board of Selectmen/equivalent governing body to authorize the Superintendent to submit this SOI. The district will use the MSBA's vote template and submit the full text of this vote, which will specifically reference the school and the priorities for which the SOI is being submitted, to the MSBA on or before the SOI deadline. This is not required for regional school districts.
- The district hereby acknowledges that this SOI submission will not be complete until the MSBA has received all of the required vote documentation and certification signatures in a format acceptable to the MSBA. If Priority 1 is selected, your Statement of Interest will not be considered complete unless and until you provide the required engineering (or other) report, a professional opinion regarding the problem, and photographs of the problematic area or system.

Chief Executive Officer *

School Committee Chair

Superintendent of Schools

(signature)

(signature)

(signature)

Date

Date

Date

* Local chief executive officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter. Please note, in districts where the Superintendent is also the Local Chief Executive Officer, it is required for the same person to sign the Statement of Interest Certifications twice. Please do not leave any signature lines blank.

Please provide an overview of the plan including as much detail as necessary to describe the plan, its goals and how the school facility that is the subject of this SOI fits into that plan:

Please provide the current student to teacher ratios at the school facility that is the subject of this SOI: 21 students per teacher

Please provide the originally planned student to teacher ratios at the school facility that is the subject of this SOI: 23 students per teacher

Does the District have a Master Educational Plan that includes facility goals for this building and all school buildings in District? NO

Does the District have related report(s)/document(s) that detail its facilities, student configurations at each facility, and District operational budget information, both current and proposed? NO

If "NO", please note that:

If, based on the SOI review process, a facility rises to the level of need and urgency and is invited into the Eligibility Period, the District will need to provide to the MSBA a detailed Educational Plan for not only that facility, but all facilities in the District in order to move forward in the MSBA's school building construction process.

Is there overcrowding at the school facility? NO

If "YES", please describe in detail, including specific examples of the overcrowding.

Has the district had any recent teacher layoffs or reductions? NO

If "YES", how many teaching positions were affected? 0

At which schools in the district?

Please describe the types of teacher positions that were eliminated (e.g., art, math, science, physical education, etc.).

Has the district had any recent staff layoffs or reductions? NO

If "YES", how many staff positions were affected? 0

At which schools in the district?

Please describe the types of staff positions that were eliminated (e.g., guidance, administrative, maintenance, etc.).

Please provide a description of the program modifications as a consequence of these teacher and/or staff reductions, including the impact on district class sizes and curriculum.

Does not apply.

Please provide a detailed description of your most recent budget approval process including a description of any budget reductions and the impact of those reductions on the district's school facilities, class sizes, and educational program.

The FY16 budget is currently under construction

General Description

BRIEF BUILDING HISTORY: Please provide a detailed description of when the original building was built, and the date(s) and project scopes(s) of any additions and renovations (maximum of 5000 characters).

The two story Tyngsborough Middle School building was actually constructed in 1967 to serve as the town's first comprehensive Jr. Sr. High School. In 1992 a new Jr. Sr. High School building was constructed and the now Middle School became an Elementary School building. For this relocation of grade levels many science, business, English and foreign language labs were removed and renovated into elementary school classrooms. In March of 2002 grades 1-5 moved into a brand new elementary school and the Tyngsborough Middle School was created at 50 Norris Road housing grades 6-8, relieving the overcrowding at the Jr. Sr. High School which at this time changed its distinction to Tyngsborough High School. Although no additions have ever been constructed to the now Tyngsborough Middle School, several renovation projects have taken place over the years starting with the replacement of the main building roof in 1994. A concrete access ramp was also added to the front entrance in 1994. In 1995 two handicapped accessible bathrooms were added on the first floor as well as a limited access elevator in the center of the main building. A second limited access elevator was added to the Gymnasium side of the building in 1997, and in 1998 the Gymnasium portion of the building received a new roof.

TOTAL BUILDING SQUARE FOOTAGE: Please provide the original building square footage PLUS the square footage of any additions.

81733

SITE DESCRIPTION: Please provide a detailed description of the current site and any known existing conditions that would impact a potential project at the site. Please note whether there are any other buildings, public or private, that share this current site with the school facility. What is the use(s) of this building(s)? (maximum of 5000 characters).

The Tyngsborough Middle School is located at 50 Norris Road in Tyngsborough and shares a 42 acre site with Tyngsborough High School. The parking lots, bus lanes, Synthetic Turf Multi-Purpose Field, softball field, baseball field and 4 lane track are all shared with the high school population. Although the athletic field space is not adequate to service the programs at the two schools, it does not eliminate the possibility of the potential of additional educational space being added to the rear of the Middle School. Site lighting was replaced in April 2013 with LED parking lot and building lights as part of an incentive program with National Grid. The pavement in both the bus lanes, driveways and parking areas is in need of replacement. The site is served by both municipal sewer and water.

ADDRESS OF FACILITY: Please type address, including number, street name and city/town, if available, or describe the location of the site. (Maximum of 300 characters)

Tyngsborough Middle School, 50 Norris Road, Tyngsborough, MA 01879 is located on the same campus as Tyngsborough High School.

BUILDING ENVELOPE: Please provide a detailed description of the building envelope, types of construction materials used, and any known problems or existing conditions (maximum of 5000 characters).

The Tyngsborough Middle School is a two story CMU block structure with an exterior brick veneer. The existing window glazing is original single pane set in aluminum frames. The first floor has window walls as its exterior with operating casement units in each space. The second floor which has 3 to 6 windows in each classroom along the exterior walls, also has casement style units. The frames, glazing and hardware for these original units is obsolete and needs to be replaced. Interior rooms have now windows, but some have skylights. Store-front style entrance and exit doors also are outdated and have single pane glazing.

Has there been a Major Repair or Replacement of the EXTERIOR WALLS? NO

Year of Last Major Repair or Replacement:(YYYY) 1967

Description of Last Major Repair or Replacement:

Original

Roof Section A

Is the District seeking replacement of the Roof Section? NO

Area of Section (square feet) 44434

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)

PVC

Age of Section (number of years since the Roof was installed or replaced) 14

Description of repairs, if applicable, in the last three years. Include year of repair:

None

Roof Section B

Is the District seeking replacement of the Roof Section?

Area of Section (square feet)

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)

Age of Section (number of years since the Roof was installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Roof Section C

Is the District seeking replacement of the Roof Section?

Area of Section (square feet)

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)

Age of Section (number of years since the Roof was installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Roof Section D

Is the District seeking replacement of the Roof Section?

Area of Section (square feet)

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)

Age of Section (number of years since the Roof was installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Roof Section E

Is the District seeking replacement of the Roof Section?

Area of Section (square feet)

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)

Age of Section (number of years since the Roof was installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Roof Section F

Is the District seeking replacement of the Roof Section?

Area of Section (square feet)

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe)

Age of Section (number of years since the Roof was installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Roof Section G

Is the District seeking replacement of the Roof Section?

Area of Section (square feet)

Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe))
Age of Section (number of years since the Roof was installed or replaced)
Description of repairs, if applicable, in the last three years. Include year of repair:

Roof Section H

Is the District seeking replacement of the Roof Section?
Area of Section (square feet)
Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe))
Age of Section (number of years since the Roof was installed or replaced)
Description of repairs, if applicable, in the last three years. Include year of repair:

Roof Section I

Is the District seeking replacement of the Roof Section?
Area of Section (square feet)
Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe))
Age of Section (number of years since the Roof was installed or replaced)
Description of repairs, if applicable, in the last three years. Include year of repair:

Roof Section J

Is the District seeking replacement of the Roof Section?
Area of Section (square feet)
Type of ROOF (e.g., PVC, EPDM, Shingle, Slate, Tar & Gravel, Other (please describe))
Age of Section (number of years since the Roof was installed or replaced)
Description of repairs, if applicable, in the last three years. Include year of repair:

Window Section A

Is the District seeking replacement of the Windows Section? YES
Windows in Section (count) 532
Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))
Aluminum frame single glaze casements and fixed.
Age of Section (number of years since the Windows were installed or replaced) 48
Description of repairs, if applicable, in the last three years. Include year of repair:
Most repairs have been to hardware, and that is difficult as parts are not readily available. Often parts are made by maintenance staff. Of course, other repairs are of the replacing broken glass type.

Window Section B

Is the District seeking replacement of the Windows Section?
Windows in Section (count)
Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))
Age of Section (number of years since the Windows were installed or replaced)
Description of repairs, if applicable, in the last three years. Include year of repair:

Window Section C

Is the District seeking replacement of the Windows Section?
Windows in Section (count)
Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))
Age of Section (number of years since the Windows were installed or replaced)
Description of repairs, if applicable, in the last three years. Include year of repair:

Window Section D

Is the District seeking replacement of the Windows Section?
Windows in Section (count)

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))
Age of Section (number of years since the Windows were installed or replaced)
Description of repairs, if applicable, in the last three years. Include year of repair:

Window Section E

Is the District seeking replacement of the Windows Section?

Windows in Section (count)

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))

Age of Section (number of years since the Windows were installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Window Section F

Is the District seeking replacement of the Windows Section?

Windows in Section (count)

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))

Age of Section (number of years since the Windows were installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Window Section G

Is the District seeking replacement of the Windows Section?

Windows in Section (count)

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))

Age of Section (number of years since the Windows were installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Window Section H

Is the District seeking replacement of the Windows Section?

Windows in Section (count)

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))

Age of Section (number of years since the Windows were installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Window Section I

Is the District seeking replacement of the Windows Section?

Windows in Section (count)

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))

Age of Section (number of years since the Windows were installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

Window Section J

Is the District seeking replacement of the Windows Section?

Windows in Section (count)

Type of WINDOWS (e.g., Single Pane, Double Pane, Other (please describe))

Age of Section (number of years since the Windows were installed or replaced)

Description of repairs, if applicable, in the last three years. Include year of repair:

MECHANICAL and ELECTRICAL SYSTEMS: Please provide a detailed description of the current mechanical and electrical systems and any known problems or existing conditions (maximum of 5000 characters).

Tyngsborough Middle School has most of its original mechanical and electrical systems in place today with the exception of the new boiler room equipment installed in 2008. As with any 47 year old mechanical system, limitations and problems exist that do not allow for an efficient control and delivery of heat. Heat is provided by hot water unit ventilators located in every classroom, each having their own pneumatic thermostat which controls the fresh air damper and the hot water valve

in the units. A hot water radiation loop is also in place around the exterior wall of the first floor. The building has an original Barber Coleman pneumatic/electric control system which allows for the control of the day/night settings and set-backs. The control of fresh air and exhaust fans is limited and not energy efficient or optimum for personal health. Electrical power to the building is three phase 208 volt and single phase 120 volt with all of the main switch gear and sub-panels original. Many of the original 20 amp breakers installed in the sub-panels often fail to trip and need to be replaced. Emergency power is provided by a natural gas fired 10kw emergency generator which runs only the emergency lights and the walk-in cooler and freezer located in the food service area. A new emergency generator and life safety system should be installed. There is no central air conditioning or chilled air provided in this facility.

Boiler Section 1

Is the District seeking replacement of the Boiler? NO
Is there more than one boiler room in the School? NO
What percentage of the School is heated by the Boiler? 100
Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)
Natural Gas
Age of Boiler (number of years since the Boiler was installed or replaced) 8
Description of repairs, if applicable, in the last three years. Include year of repair:
None

Boiler Section 2

Is the District seeking replacement of the Boiler?
Is there more than one boiler room in the School?
What percentage of the School is heated by the Boiler?
Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)
Age of Boiler (number of years since the Boiler was installed or replaced)
Description of repairs, if applicable, in the last three years. Include year of repair:

Boiler Section 3

Is the District seeking replacement of the Boiler?
Is there more than one boiler room in the School?
What percentage of the School is heated by the Boiler?
Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)
Age of Boiler (number of years since the Boiler was installed or replaced)
Description of repairs, if applicable, in the last three years. Include year of repair:

Boiler Section 4

Is the District seeking replacement of the Boiler?
Is there more than one boiler room in the School?
What percentage of the School is heated by the Boiler?
Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)
Age of Boiler (number of years since the Boiler was installed or replaced)
Description of repairs, if applicable, in the last three years. Include year of repair:

Boiler Section 5

Is the District seeking replacement of the Boiler?
Is there more than one boiler room in the School?
What percentage of the School is heated by the Boiler?
Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)
Age of Boiler (number of years since the Boiler was installed or replaced)
Description of repairs, if applicable, in the last three years. Include year of repair:

Boiler Section 6

Is the District seeking replacement of the Boiler?
Is there more than one boiler room in the School?
What percentage of the School is heated by the Boiler?
Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)
Age of Boiler (number of years since the Boiler was installed or replaced)
Description of repairs, if applicable, in the last three years. Include year of repair:

Boiler Section 7

Is the District seeking replacement of the Boiler?
Is there more than one boiler room in the School?
What percentage of the School is heated by the Boiler?
Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)
Age of Boiler (number of years since the Boiler was installed or replaced)
Description of repairs, if applicable, in the last three years. Include year of repair:

Boiler Section 8

Is the District seeking replacement of the Boiler?
Is there more than one boiler room in the School?
What percentage of the School is heated by the Boiler?
Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)
Age of Boiler (number of years since the Boiler was installed or replaced)
Description of repairs, if applicable, in the last three years. Include year of repair:

Boiler Section 9

Is the District seeking replacement of the Boiler?
Is there more than one boiler room in the School?
What percentage of the School is heated by the Boiler?
Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)
Age of Boiler (number of years since the Boiler was installed or replaced)
Description of repairs, if applicable, in the last three years. Include year of repair:

Boiler Section 10

Is the District seeking replacement of the Boiler?
Is there more than one boiler room in the School?
What percentage of the School is heated by the Boiler?
Type of heating fuel (e.g., Heating Oil, Natural Gas, Propane, Other)
Age of Boiler (number of years since the Boiler was installed or replaced)
Description of repairs, if applicable, in the last three years. Include year of repair:

Has there been a Major Repair or Replacement of the HVAC SYSTEM? NO
Year of Last Major Repair or Replacement:(YYYY) 1967
Description of Last Major Repair or Replacement:
The heat delivery system is original.

Has there been a Major Repair or Replacement of the ELECTRICAL SERVICES AND DISTRIBUTION SYSTEM? NO
Year of Last Major Repair or Replacement:(YYYY) 1967
Description of Last Major Repair or Replacement:
The electrical distribution system is original.

BUILDING INTERIOR: Please provide a detailed description of the current building interior including a description of the flooring systems, finishes, ceilings, lighting, etc. (maximum of 5000 characters).

The interior of the Tyngsborough Middle School is for the most part original. The flooring in corridors and classrooms is 12"x12" vinyl/asbestos composition tiles. Carpeted floors are located in some offices, library space, and computer labs. Lighting throughout the building is by surface mount fluorescent fixtures with T-8 bulbs. The gymnasium was recently retrofit with T-5 lamps and fixtures. The ceilings are original 4x8 acoustical tiles in suspended frame. All interior walls are painted CMU block with the exception of drywall partitions that have been added to create additional learning spaces. Interior doors are oak veneer, and are only capable of being locked from outside classroom on hallway side of door.

PROGRAMS and OPERATIONS: Please provide a detailed description of the current programs offered and grades served, and indicate whether there are program components that cannot be offered due to facility constraints, operational constraints, etc. (maximum of 5000 characters).

The Tyngsborough Middle School serves students in grades 6 – 8. The school program is developmentally appropriate with students assigned to designated teams within each grade level. The school offers students library media, art, computers, theater, and wellness. Our music program consists of students who elect into the middle school/high school band, and is currently offered in the adjacent high school. The school offers after school activities including athletics and co curricular clubs. A full range of services are provided to students with disabilities in inclusive settings. There are two computer labs and three mobile carts. The middle school is equipped with 16 interactive whiteboards, and we have recently completed mounting projectors and whiteboards in all remaining classroom spaces. The teacher's dining room doubles as a work room and we have three designated spaces for student pull out work. The bleachers in the gym are not in compliance with current code, and many of our classrooms lack proper storage, and classroom sinks. Finally, our current electrical infrastructure hinders our ability to bring the appropriate amount of technology into all classrooms to appropriately educate our students.

CORE EDUCATIONAL SPACES: Please provide a detailed description of the Core Educational Spaces within the facility, a description of the number and sizes (in square feet) of classrooms, a description of science rooms/labs including ages and most recent updates, a description of the cafeteria, gym and/or auditorium and a description of the media center/library (maximum of 5000 characters).

The middle school was designed and built originally as a high school in the 1960's. The expectations of the era certainly do not reflect the needs of today. Many asbestos containing materials were used in the design and construction of the Tyngsborough Middle School. There are 4 science classrooms each with limited lab space for our 7th and 8th graders, and our 6th graders have science in a non-lab classroom. The Library/media center has limited technology infrastructure and hardware. The school has 29 classrooms, and five classrooms which have been modified for sub-separate programming and small group/pull out work. There are two computer labs, and a small copy room.

The cafeteria and kitchen are adequate in size, but lack efficiency of scale in its systems. Serving line upgrades took place in 2013 by adding a warming tray and salad bar to replace aging equipment.

The auditorium lacks adequate seating and is ineffectively designed for public performances and general assemblies. The gym is (6,700 square feet) and is equipped with wooden bleachers that are difficult to get parts for and not up to today's building codes.

CAPACITY and UTILIZATION: Please provide a detailed description of the current capacity and utilization of the school facility. If the school is overcrowded, please describe steps taken by the administration to address capacity issues. Please also describe in detail any spaces that have been converted from their intended use to be used as classroom space (maximum of 5000 characters).

The school building was constructed in (1968) to serve a population of (625) high school students. In 1993 a new junior/senior high school opened in the community, and the current facility was remodeled to serve as an elementary school. In 2002, a new elementary school was opened in the community, and middle school students were relocated to the building.

Currently there are 433 middle school students in a building that was originally designed as a high school, and later retrofit

for an elementary school. Though the population is in line with the original design, the ability for students to access appropriate educational opportunities, as outlined in our district vision statement of providing global opportunities, is greatly impacted.

MAINTENANCE and CAPITAL REPAIR: Please provide a detailed description of the district's current maintenance practices, its capital repair program, and the maintenance program in place at the facility that is the subject of this SOI. Please include specific examples of capital repair projects undertaken in the past, including any override or debt exclusion votes that were necessary (maximum of 5000 characters).

The district employs a Supervisor of Buildings and Grounds and a custodial and maintenance staff of 20 individuals to clean and maintain the four school facilities and associated grounds.

Overseeing the maintenance of the district's assets is:

1 - Supervisor of Buildings and Grounds; 1 - Licensed System Wide Maintenance Tec.; 1 - System Wide Maintenance of Grounds Tec.; 4 - Building Maintenance men; 3 - Head Custodians; and 11 Custodians. The web-based work order management system called Maintenance Direct from "SchoolDude" is currently in place to manage our repair and preventative maintenance programs. Workers are trained to concentrate on the health and safety of the occupants when it comes to prioritizing maintenance practices, and will address these calls first. Daily observance of all major building components is stressed and vital to operational management and is incorporated into our maintenance staff's routine. Although we practice preventative maintenance regularly at all of our facilities, we recently began using a second product from SchoolDude called PMDirect - which can be programed to automatically generate PM work orders on HVAC and grounds equipment.

Our capital repair program has a history which proves our interest and desire to make this facility more energy efficient as we have completed two construction projects at the Middle School to accomplish this goal. Both the installation of the new roofing membrane with insulation and the more recent boiler replacement project leave no doubt of our intention to make this facility more comfortable and energy efficient. The districts five-year capital asset improvement plan has proven to be a great tool to bring to the forefront the importance of maintaining the community's most important physical assets.

Some of our most recent projects are as follows:

-Boiler Replacement Middle School; Roof Replacement Early Childhood Center; Technology Upgrades; Communication and Security Camera Installations; Roof Replacement Middle School.

In 2012, \$12,500 was awarded the School Committee for an Athletic Field Feasibility Study at the Norris Road Campus. Some of the athletic field improvements suggested in this study are: relocation of the existing baseball and softball fields to conform with standard design criteria, an additional running lane to the track, a walking/wellness path, and a multi-purpose field layout behind the middle school. Since these fields are on a shared campus, this upgrade would greatly enhance the wellness and athletic programs at the Tyngsborough Middle School.

We anticipate future capital repair programming which may include an Asbestos Abatement Study and an Asbestos Abatement project schedule. Below is a list of proposed capital projects for FY '17 through FY' 20.

Modular Classroom Repairs and/or Removal
Security Upgrades System Wide
Technology Replacement Cycle
TPS Furniture Replacement Cycle
Custodial/Maintenance Equipment Cycle
Paving Plan
Asbestos Abatement Plan
Windows Tyngsboro Middle School
Bleachers TMS
Generator TMS
Ceiling Refurbish TMS
Restrooms TMS
Tyngs. Elementary School Phone System Replacement
Tyngsboro High School Renovations

Tyngsboro High School Auditorium
Norris Road Athletic Field Complex
HVAC Lakeview School
Windows and Doors Lakeview School
Generator Lakeview School

Priority 5

Question 1: Please provide a detailed description of the issues surrounding the school facility systems (e.g., roof, windows, boilers, HVAC system, and/or electrical service and distribution system) that you are indicating require repair or replacement. Please describe all deficiencies to all systems in sufficient detail to explain the problem.

The Tyngsborough Middle School underwent a partial system modification when in 2008 the boiler room was upgraded with new state of the art energy efficient Viessmann boilers, new domestic hot water storage, new pumps, circulators, gas piping and control wiring. Although this upgrade was a major improvement on the original (at the time) 42 year old boiler package, much remains to be done in order to make the entire heat delivery system more efficient and energy compliant. The existing pneumatic/electric Barber Coleman master control system, and individual room thermostats - are both original equipment and do not offer the facility manager the ability to set parameters and/or temperature setpoints. To compound this, fresh air and exhaust air are not easily controlled and this lends itself into being very inefficient. Although the maintenance of all of the HVAC equipment has been above average over the years, the age of the water piping and pneumatic valves has begun to make it difficult to make routine repairs. Pneumatic controls and valves are older technology and it is becoming increasingly difficult to find quality service personnel to attend to our needs.

New updated unit ventilators and EMS software is needed which would provide the end user with the ability to configure all devices centrally to give as much or as little ability to change room temperature locally to make it easier to adhere to the Energy Policy. Occupants should only be given enough local temperature adjustability to make them comfortable while staying in compliance. A total commissioning of the sequence of operations with regard to fresh air, temperature control, and CO2 levels needs to be performed with new equipment to deliver, monitor and control these vital levels.

Electrical distribution in the facility is also old and outdated. Panels need to be upgraded so that in the event a short-circuit occurs in the field, the necessary safety measure of a breaker "tripping" takes place. We have had many instances where this doesn't take place and the receptacle or cord end suffers damage.

The emergency generator power at the Tyngsborough Middle School is currently hugely inadequate for the building and its programs. The 10kw emergency generator is designed to provide emergency power for minimal emergency lighting and the walk-in cooler and freezer. At present no boilers, pumps, circulators or heating equipment is fed by emergency power. This unit is a natural gas fired, 43 year old Onan generator, which is very difficult to maintain and control. Currently it must be turned on manually. There are no replacement parts available for the transfer switch; and to upgrade any part of the system would require major renovation. A new generator, transfer switch gear, lighting controls, and recommissioning of the equipment controlled is needed.

Lighting fixtures are for the most part all surface mount and all original with the exception of an upgrade to energy efficient ballasts and T-8 bulbs that took place in 2001. The gymnasium received an upgrade to new T-5 fixtures in 2007 and this has provided a much needed savings on labor and utility costs. Occupancy sensors that were installed years ago have been disconnected (due to poor performance) and need to be re-introduced as part of an overall energy saving lighting distribution and control project.

Kitchen/Food Service equipment is all original - from the *electric* service-line warmers, to the gas fired ovens and cooktops, and the walk-in cooler and freezer. Maintenance on this equipment over time has been very good, however the style of meal served and the preparation methods have changed with the times and new equipment and service lines are needed. Parts are difficult if not impossible to procure for this equipment when repairs are necessary, and for a 48 year old kitchen that serves multiple lunches and breakfast daily, this presents a problem. Newer more energy efficient gas fired service lines and preparation ovens and cooktops would save on the bottom line as would new walk-in refrigeration units. In 2013 a warming tray and salad bar were added to the existing serving line to replace obsolete equipment.

While we have introduced many cost saving and energy saving programs to the Middle School over the years, it seems we are never going to see the true results of these attempts if we do not replace all of the exterior windows and doors. Currently the aluminum frame, single glaze window units, and store-front style door units are responsible for a substantial heat loss in the winter - and heat gain in the summer. Parts for the casement style windows are no longer available and have to be fabricated when needed. New windows and doors would allow greater comfort for the inhabitants and help us to achieve greater savings by using less fossil fuels and would also help to minimize our carbon footprint effect on the environment.

Another inadequate system in the Tyngsborough Middle School is the ratio of bath fixtures to students. In the area of gender equity we fall far short of being compliant as there are currently only two water closets and sinks in the girls student restroom on

the second floor - which has 25 classrooms! This is the only student bathroom on that level. A faculty bath with single fixtures was reassigned to students on the second floor to help remediate this situation. A new design, with present day standards for bathroom facilities in schools needs to be designed and implemented.

There are two areas of concern regarding fire protection that need to be reviewed and considered for remediation at the Tyngsborough Middle School. One being the lack of a sufficient number of horn/strobe devices throughout the facility. And the second being the presence of "spray-on" asbestos fire coating on the structural steel members above the corridor walls (on both levels). The building also contains vinyl asbestos floor tiles in all of the classrooms and corridors.

With regard to fire protection devices, the Tyngsborough Middle School should conduct a review and plan for the installation of several more strategically placed warning devices, which would begin to bring the building up to the present day life-safety codes.

On the matter of asbestos containing materials presently in place in the TMS, a major abatement program should be designed and conducted to remove the once industry-standard fire proofing material from the building. In fact we have added such a request in our most recent capital expenditure request.

Priority 5

Question 2: Please describe the measures the district has already taken to mitigate the problem/issues described in Question 1 above.

1995 - Install new mixing valve controls for Main Building and Gym Loop.

1995 and 1998 - New roof with engineered insulation panels.

2001 - Ma. Electric Lighting Program. Ballasts and bulbs replaced.

2004 - Install an engineered Boiler Room DDC Panel to allow more efficient monitoring of boilers, pumps and hot water loop.

- Also install boiler/pump control relays, status current switches, and hot water supply/return and outdoor air temperature sensors.

- Provide hot water compensating valve controls.

2005 - Install stand alone gas fired domestic hot water boiler to use on off-season months.

2008 - Install complete new boiler room heat package to include:

- New Viessmann Vitocrossal 300 gas fired condensing boiler

- New Viessmann Vitorand 200 gas fired triple-pass hot water boiler

- 2 New Riello 50/M Gas Burners

- Viessmann Vitotronic 100, Viessmann Vitocontrol-S VD2/CT3 controllers

- 2 Viessmann Vitocell-V 300 indirect fired hot water storage tanks (120 gal.)

- 1 Triangle Tube Prestige wall mount condensing boiler for domestic hot water

2013 - Added warming tray and salad bar to kitchen serving line.

Kitchen Food/Service area, heat distribution equipment, and electrical equipment has only received routine maintenance and preventative maintenance over the years due to limited budget and funding. Teachers bathroom facilities on the second floor have been converted to student baths. This effort only added one toilet fixture to the total for female students, and two for male students.

Priority 5

Question 3: Please provide a detailed explanation of the impact of the problem/issues described in Question 1 above on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

The building we are seeking funds for is forty eight years old, and although it is still a highly functioning middle school; it is poorly insulated, has minimal bathrooms, poor lighting, antiquated technology and technology infrastructure, an aging auditorium, original windows and kitchen/food service equipment. The requested upgrades will provide students, teachers and staff an improved environment which will promote teaching and learning to today's standards. It is certainly been understood, researched and well documented the impact a quality educational environment has on student learning and achievement. The increased availability of technology, hard wired and wireless will enhance the student/teacher experience as well.

Tyngsborough has recently been named a "green community " by the Commonwealth of Massachusetts, thereby demonstrating its commitment to conservation of energy, efficient use of space and recycling. However, for years we have held off on committing Green Community Funding to the Tyngsboro Middle School until the status of our SOI application is determined.

Priority 5

Question 4: Please describe how addressing the school facility systems you identified in Question 1 above will extend the useful life of the facility that is the subject of this SOI and how it will improve your district's educational program.

While the Tyngsborough Middle School was opened in 1968, the Tyngsborough Public Schools sees this 48 year old facility as a valuable asset, which has the ability to continue to serve the community - as long as we maintain our commitment to energy efficient programs and building and mechanical upgrades. The structure is sound and has a very useful layout. Providing new or refurbished up to date mechanical systems, windows and doors, electrical systems, food service equipment, bathroom facilities and emergency generator power would enhance and elevate the overall educational environment in the building. A comfortable, easy to control, and dependable environment can only help foster increased learning and community building.

Please also provide the following:

Have the systems identified above been examined by an engineer or other trained building professional?:
YES

If "YES", please provide the name of the individual and his/her professional affiliation (maximum of 250 characters):

LCI Energy, under contract to the MA DOER, conducted a town wide energy audit in November of 2008. The Tyngsborough Middle School was included in this audit.

The date of the inspection: 11/15/2008

A summary of the findings (maximum of 5000 characters):

The main ECM's suggested were to insulate the overhang of the building and replace the windows.

Priority 7

Question 1: Please provide a detailed description of the programs not currently available due to facility constraints, the state or local requirement for such programs, and the facility limitations precluding the programs from being offered.

The Tyngsborough Middle School offers all required programs as required by DESE. To accomplish this, space is compromised and shared, thereby impacting the experience for all students.

Priority 7

Question 2: Please describe the measures the district has taken or is planning to take in the immediate future to mitigate the problem(s) described above.

In the spring of 2016, the district secured \$80,000 to perform a security and facility assessment by Lavallee & Breninger Architects. This report will help drive our long range capital asset plan to address the needs of this building.

Priority 7

Question 3: Please provide a detailed explanation of the impact of the problem described in this priority on your district's educational program. Please include specific examples of how the problem prevents the district from delivering the educational program it is required to deliver and how students and/or teachers are directly affected by the problem identified.

Due to the physical limitations of our facility, the following educational programs are impacted, compromised or unavailable.

Grade Six Science - The first floor of the middle school does not have science labs. As we support a team model middle school, these students experience science in a room with traditional classroom desks and corrosive surfaces. There is limited access to water and there are no wash stations. Additionally, the classrooms have limited electricity which impacts programming.

Special Education - The current space for our life skills program does not include a separate bathroom facility.

Speech - Our Speech Language Pathologist cannot run any groups larger than three students. This limits our ability to have group experiences for these students including social emotional support and collaboration.

Music / Band - There is no place to schedule a music class or allow our band program to practice in the middle school. Middle school students need to leave the building during the day to walk to the high school to participate in band.

Guidance - Our guidance counselor does not have a space to conduct small groups, whole class lessons, or workshops.

Reading - There is no dedicated space for our Reading support classes. Currently, these classes happen in a shared space with special education support teachers who are also working with a different group of students.

Library - The electrical infrastructure of our Library/Media Center is limited by a lack of outlets. In order for students to work on technology in this space, it either needs to be wireless, or they need to go into the computer lab next door, thereby utilizing up two classrooms.

ELA - There is no space for a shared book/novel closet, thereby limiting vertical teaming and planning.

Special Ed. - We have three rooms for inclusion pull out support, all are varying in size. The 6th grade room is shared with Reading, limiting space. The 7th grade room is shared by two special educators, and the OT. The 8th grade room is a converted storage closet and not able to be used with groups of larger than 4-5 students. Given the model of middle school teaming (and current/projected student need), each team should have it's own small group room, thereby limiting time "off team."

OT - Our Occupational Therapist has no designated space. There is a small "smart room" with some sensory materials, however it is a converted closet including the breaker box for upstairs. In order to service students, she must find an empty classroom and/or use this closet (which isn't big enough for tables or desks.)

STEM - Limited by the space available to start this program. No technology. No water. Limited Electricity.

Theater - There is no classroom space for theater, so the class is conducted in the auditorium. However, the auditorium is also the only available space for grade level meetings, assemblies, or performances so we interrupt the learning of the theater class by moving it. Additionally, our auditorium is unable to house all of our students, so whole school assemblies need to happen at the high school.

ALL - There are many ideas and programs worthy of bringing into our classrooms which are limited by lack of access to sinks and also lack of electrical outlets. Our teachers lack spaces for common planning and prep work. They currently use classrooms for planning, but then have to run to the copier/printer/paper cutter, etc. It should be all in one space. Also, the

teacher lunch room has to double as a work room/meeting room in some cases.

REQUIRED FORM OF VOTE TO SUBMIT A STATEMENT OF INTEREST

REQUIRED VOTES

If a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If a regional school district, a vote in the following form is required from the Regional School Committee only.

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on March 28,2016 the Board of Selectmen/ of Tyngsborough in accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest Form dated March 28,2016 for the Tyngsborough Middle School located at 50 Norris Road Tyngsborough, Ma which describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future for replacement, renovation or modernization of school facility systems, such as roofs, windows, boilers, heating and ventilation systems, to increase energy conservation and decrease related costs in a school facility and further to provide for a full range of programs consistent with state and approved local requirements and hereby further specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

REQUIRED FORM OF VOTE TO SUBMIT AN SOI

REQUIRED VOTES

If the SOI is being submitted by a City or Town, a vote in the following form is required from both the City Council/Board of Aldermen **OR** the Board of Selectmen/equivalent governing body **AND** the School Committee.

If the SOI is being submitted by a regional school district, a vote in the following form is required from the Regional School Committee only. **FORM OF VOTE** Please use the text below to prepare your City's, Town's or District's required vote(s).

FORM OF VOTE

Please use the text below to prepare your City's, Town's or District's required vote(s).

Resolved: Having convened in an open meeting on _____, prior to the closing date, the

_____ *[City Council/Board of Aldermen,
Board of Selectmen/Equivalent Governing Body/School Committee]* of _____ *[City/Town]*, in

accordance with its charter, by-laws, and ordinances, has voted to authorize the Superintendent to submit to the Massachusetts School Building Authority the Statement of Interest dated _____ for the

_____ *[Name of School]* located at _____ *[Address]* which

describes and explains the following deficiencies and the priority category(s) for which an application may be submitted to the Massachusetts School Building Authority in the future

_____ *[Insert a description of the priority(s) checked off on the Statement of Interest Form and a brief description of the deficiency described therein for each priority];* and hereby further

specifically acknowledges that by submitting this Statement of Interest Form, the Massachusetts School Building Authority in no way guarantees the acceptance or the approval of an application, the awarding of a grant or any other funding commitment from the Massachusetts School Building Authority, or commits the City/Town/Regional School District to filing an application for funding with the Massachusetts School Building Authority.

CERTIFICATIONS

The undersigned hereby certifies that, to the best of his/her knowledge, information and belief, the statements and information contained in this statement of Interest and attached hereto are true and accurate and that this Statement of Interest has been prepared under the direction of the district school committee and the undersigned is duly authorized to submit this Statement of Interest to the Massachusetts School Building Authority. The undersigned also hereby acknowledges and agrees to provide the Massachusetts School Building Authority, upon request by the Authority, any additional information relating to this Statement of Interest that may be required by the Authority.

Chief Executive Officer *

School Committee Chair

Superintendent of Schools

(signature)

(signature)

(signature)

Date

Date

Date

* Local Chief Executive Officer: In a city or town with a manager form of government, the manager of the municipality; in other cities, the mayor; and in other towns, the board of selectmen unless, in a city or town, some other municipal office is designated to the chief executive office under the provisions of a local charter. Please note, in districts where the Superintendent is also the Local Chief Executive Officer, it is required for the same person to sign the Statement of Interest Certifications twice. Please do not leave any signature lines blank.



TOWN OF TYNGSBOROUGH

Office of the Town Administrator

Town Offices | 25 Bryants Lane

Tyngsborough, MA 01879

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

041

TO: Board of Selectmen

FROM: Curt Bellavance, Town Administrator 

RE: Lakeview School Lease Extension

DATE: March 25, 2016

The Superintendent will be present to discuss the extension of the Lakeview School lease to the Valley Collaborative. Attached is a copy of the previous lease (showing changes) and the "clean" version of the lease extension.



SECOND LEASE AGREEMENT

This **Second** Lease Agreement, dated as of July 1, 2016, between the Town of Tyngsborough and the Tyngsborough Public Schools, a municipal corporation, (hereinafter, together, "Tyngsborough"), and the **Valley** Collaborative, (hereinafter, the "Collaborative"), an education collaborative organized pursuant to M.G.L. c. 40, §4E for the purposes of providing its member districts, including Tyngsborough, with educational, transitional, and therapeutic programs for persons with special needs, specialized programs within the public school setting, in-service training to special education staff, parents and administrators, and such other related services.

1. **Premises Subject to Lease:** Tyngsborough is the owner of that certain building and adjacent land with all improvements situated thereon located at 135 Coburn Road in the Town of Tyngsborough; the said property having been and being known commonly as The Lakeview Elementary School/Early Childhood Center. Tyngsborough makes available for lease approximately 27,316 rentable square feet of space in the Building and Land (the "Leased Premises"), as approximately shown by the floor plan attached hereto as Exhibit A. The Leased Premises shall not include two classrooms (911 sq. ft. each) located adjacent to the exit of the early childhood wing. Also hereby leased are all the furnishings, furniture and equipment owned by Tyngsborough that are contained in or used in conjunction with said Leased Premises. All other furnishings, furniture and equipment acquired by the Collaborative during the term of this Lease Agreement and placed or installed on the Leased Premises by the Collaborative shall be and remain at all times the property of the Collaborative. Tyngsborough property, facilities or equipment will be used in a careful and prudent manner so as to prevent any loss, defacement or damage to them.

2. **Terms and Authority:** Tyngsborough hereby leases the Leased Premises to the Collaborative, and the Collaborative hereby leases the same from Tyngsborough, for the renewed term beginning July 1, 2016 and ending June 30, 2019 (the "Term") The Collaborative shall have the option of renewing this Lease Agreement, with the express written consent of Tyngsborough, under the same or different terms, which option may be exercised at any time during the Term of this **Second** Lease Agreement

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(the "Lease Agreement"). To exercise its option, the Collaborative shall give written notice to the Tyngsborough Board of Selectmen and the Tyngsborough School Committee at least eight (8) months prior to the expiration of the Term. The Tyngsborough Board of Selectman and Tyngsborough School Committee shall consent to or reject such proposed renewal term within sixty (60) days of receipt of the Collaborative's written notice exercising its option under this Lease Agreement. In the event the Collaborative's request for an extension is rejected for any reason deemed sufficient to Tyngsborough there shall be no recourse to the Collaborative.

If Tyngsborough uses its portion of the space as a school building to educate students in assigned, graded classrooms, as opposed to the provision of individualized or therapeutic services, this Lease Agreement shall be subject to approval of the Commissioner of Education pursuant to M.G. L. c. 40, sec.3. Alternatively, if Tyngsborough uses this space for faculty, staff, administrative or occasional therapeutic or individualized services, this Lease Agreement shall be subject to M.G. L. c.71, sec.71.

3. Rent. The Collaborative shall pay rent to the Tyngsborough School Committee for the Leased Premises. The total rental sum per annum for the term of this Lease Agreement will equal Two Hundred Fifty Five Thousand Nine Hundred Fifty Dollars (\$255,950.00) (per rentable square foot of \$9.37 per sq. ft.). Rent payments will be paid quarterly on or before the first day of each quarter in the amount of \$63,987.50.
4. Alterations and Improvements. The Collaborative, at the Collaborative's expense, shall have the right following Tyngsborough's consent to remodel, redecorate, make alterations, additions, improvements, replacements or structures of and to all or any part of the Leased Premises from time to time as the Collaborative may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Subject to Tyngsborough's approval, which shall not be unreasonably withheld, the Collaborative shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the Leased Premises. All personal property, equipment, trade fixtures and temporary installations, whether acquired by the Collaborative at the commencement of the Lease term or placed or installed on

the Leased Premises by the Collaborative thereafter, shall remain the Collaborative's property free and clear of any claim by Tyngsborough. The Collaborative shall have the right to remove the same at any time during the term of this Lease Agreement provided that all damage to the Leased Premises caused by such removal shall be repaired by the Collaborative at the Collaborative's expense.

5. Insurance.

A. If the Leased Premises or any part of the Building or Land is damaged by fire or other casualty resulting from any act or negligence of the Collaborative or any of the Collaborative's agents, employees or invites, rent shall not be diminished or abated while such damages are under repair, and the Collaborative shall be responsible for the costs of repair not covered by insurance.

B. Tyngsborough shall maintain fire and extended coverage insurance on the Leased Premises and the Building in such amounts as Tyngsborough shall deem appropriate. Tyngsborough shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. The Collaborative and Tyngsborough shall, each at its own expense, maintain a policy or policies of comprehensive general or public liability or school official liability insurance with respect to the respective activities of each in the Building or Leased Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Tyngsborough, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of personal injury, bodily injury, including death resulting therefrom, property damage or combination thereof. Tyngsborough shall be listed as an additional insured on the Collaborative's policy or policies of comprehensive general liability insurance, and the Collaborative shall provide Tyngsborough with current Certificates of Insurance evidencing the Collaborative's compliance with this Paragraph. The Collaborative shall obtain the agreement of the Collaborative's insurers to notify Tyngsborough that a policy is due to expire at least ten (10) days prior to such expiration.

D. Tyngsborough shall not be required to maintain insurance against thefts within the Leased Premises or the Building. The Collaborative shall, at its expense, maintain an insurance policy for all personal property owned by the Collaborative located at or within the Leased Premises.

6. Damage and Destruction. Subject to Section 5 above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for the Collaborative's purposes, then the Collaborative shall have the right within sixty (60) days following damage to elect by notice to Tyngsborough to terminate this Lease Agreement as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for the Collaborative's purposes, Tyngsborough may elect to promptly repair such damage at Tyngsborough's cost. In making the repairs called for in this paragraph, Tyngsborough shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor other matters which are beyond the reasonable control of Tyngsborough. The Collaborative shall be relieved from paying rent (and any other charges) during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for the Collaborative's purposes. Rentals (and any other charges) paid in advance for any such periods shall be refunded to the Collaborative. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence, excepting matters subject to Section 5 above, which is beyond the Collaborative's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for the Collaborative's purposes.
7. Conditions of Premises and Use by Tyngsborough. The Collaborative shall use and occupy said Leased Premises for educational purposes and for no other and will maintain in good condition all of the rooms, hallways and other facilities in the Building or Leased Premises. Notwithstanding anything to the contrary herein or elsewhere in this Lease Agreement, Tyngsborough shall have the right to use the Leased Premises after normal school hours, i.e. after 5:00 PM on Mondays and

Fridays and at any time on the weekends for other purposes set forth in General Laws Chapter 71, Section 71. Alcoholic beverages will not be consumed or brought into the subject property or in its facilities without proper licensure. Smoking on the Leased Premises shall not be permitted, per state law.

8. No Sublet. Collaborative shall not sublet in whole or in part, nor assign this Lease Agreement or any part thereof without first obtaining the written consent of Tyngsborough and shall, at the expiration or termination of said Lease Agreement or any extension thereof, yield the Leased Premises to Tyngsborough in as good condition as at the date of the Collaborative taking occupancy thereof, ordinary wear and tear excepted.
9. Use as a Polling Place. The Town of Tyngsborough shall have the right to use the Building or the Leased Premises as a polling place subject to rules and regulations set forth by the Tyngsborough Board of Selectmen and the Tyngsborough School Committee, a copy of which is hereto attached. The Collaborative agrees that Tyngsborough shall have the right to store the voting equipment in an available storage room on the Leased Premises nearest the area historically used as a polling place by Tyngsborough. Tyngsborough shall have the right to access the voting equipment and storage room as necessary to carry out local and state elections, provided Tyngsborough shall not thereby unreasonably interfere with the Collaborative's use or occupancy of the Leased Premises.
10. Risk of Loss. All furniture, furnishings, equipment and other items of personal property brought on the Leased Premises by the Collaborative shall remain on the Leased Premises at the sole risk of the Collaborative. Tyngsborough is not responsible for Collaborative property while it is kept at the Leased Premises. Tyngsborough is not liable for the acts or omissions of any protective services engaged by the Collaborative.
11. Tenants. Except as may otherwise be provided herein or elsewhere in this Agreement, this Lease Agreement shall terminate (i) upon the expiration of the lease term or any extension thereof, or (ii) upon the effective date of withdrawal by Tyngsborough as a member district of the Collaborative, or (iii) upon the effective date of any vote by the Collaborative's member districts to dissolve or withdraw from

the Collaborative. In the event this Lease Agreement is terminated under section (ii) or (iii) of this Paragraph, the Collaborative shall be relieved from paying rent (and any other charges) upon the effective date of the Lease Agreement's termination and, as applicable, the Collaborative shall be refunded rental payment amounts for any partial calendar month on a prorated daily basis. Tyngsborough may terminate this Lease Agreement upon thirty (30) days written notice to the Collaborative in the event the Leased Premises is not actively being used by the Collaborative for educational, vocational, and therapeutic programs for persons with special needs, specialized programs, in-service training to special education staff, parents and administrators, and such other related services or purpose. Either party may terminate this Lease Agreement for no reason and without penalty by giving written notice to the other party no later than January 15 of any year, to be effective on the first day of September of that year.

12. Compliance. Tyngsborough and the Collaborative shall comply with all laws of the United States, and the Commonwealth of Massachusetts; all requirements of the police and fire departments or other municipal authorities of Tyngsborough, and shall obtain and pay for all necessary permits and licenses applicable to each party. The Collaborative may not admit a larger number of persons than the seating capacity of the Building or the Leased Premises will accommodate, and the Collaborative may not allow a greater number of persons to congregate in any place in the Building or the Leased Premises than can safely or freely move about in that area. In the event any governmental authority with jurisdiction notifies the Collaborative or Tyngsborough that all or any part of the Leased Premises is not constructed or maintained in compliance with any applicable law, ordinance, code, or regulation, and demands compliance, then Tyngsborough, upon receipt of such notification, promptly must cause such repairs, alterations, or other work to be done so as to bring about the compliance demanded. Tyngsborough has the right to defer compliance so long as Tyngsborough contests the validity of any such law, order, or regulation in good faith and by appropriate legal proceedings, provided that such failure to comply must not in any way interfere with the Collaborative's use of the Leased Premises, subject the Collaborative, its employees, students, or invitees to any increased risk of

injury to their persons or property, adversely affect any other right of the Collaborative under this Lease Agreement, or impose any additional obligation upon the Collaborative.

13. Final Agreement. This Lease Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof, including without limitation that certain Amended and Restated Lease Agreement dated as of July 2013 and its Addendum effective October 13, 2015, and represents the total, complete and final agreement between Tyngsborough and the Collaborative. No oral modifications have been made. This Lease Agreement may only be modified by a writing signed by both Tyngsborough and the Collaborative. If any part of this Lease Agreement is ruled by any court to be void for any reason, such part will be severed and the rest of the agreement will continue in force as if the invalid part had never been a part of this Lease Agreement.
14. Right of Entry. The Collaborative shall permit Tyngsborough's agents to enter upon the Leased Premises at reasonable times and with reasonable notice as necessary to protect Tyngsborough's interests in the Leased Premises or to perform Tyngsborough's duties under this Lease Agreement, provided Tyngsborough shall not thereby unreasonably interfere with the Collaborative's use or occupancy of the Leased Premises.
15. Utilities and Services. Except as otherwise provided herein, Tyngsborough shall pay all charges for utilities and services including but not limited to janitorial services (1.5 custodians), trash removal, snow removal, gas, electricity, and water used on the Leased Premises. The Collaborative shall pay all charges for any telephone and internet equipment and service used by the Collaborative on the Leased Premises. For the term of this Lease Agreement, the Collaborative also shall pay to the Tyngsborough School Committee costs related to additional janitorial services (0.5 custodian) on the Leased Premises ("additional janitorial service payments"). The total sum per annum for the additional janitorial service payments will equal \$17,000, which will be paid quarterly on or before the first day of each quarter in the amount of \$4,250. Commencing on July 1, 2017, the Collaborative also shall make per annum payments in the amount of \$1,200 to the Tyngsborough School Committee for

the costs related to a School Resource Officer, which payments will be paid no later than September 30 of any year.

16. Indemnification. Tyngsborough shall indemnify, save harmless, and defend the Collaborative from any and all liability, claim, or cost arising, in whole or in part, out of any injury, loss, or damage to any person or property while on or within the Leased Premises or appurtenant areas if caused by any negligence, breach of this Lease Agreement, or willful misconduct of Tyngsborough or Tyngsborough's employees, agents, contractors, servants, or invitees. This indemnity and hold-harmless agreement includes indemnity against all costs, expenses, and liabilities that the Collaborative incurs in connection with any such injury, loss, or damage, or any such claim, or any proceeding brought thereon or in defense thereof, including, but not limited to, reasonable legal fees and expenses charged by public or private counsel that the Collaborative employs. This indemnity survives the expiration or termination of this Lease Agreement.
17. Tax Compliance. Each party certifies to the other that it is in compliance with all laws relating to taxes and reporting of employees and contractors, pursuant to Mass. Gen. L. Chapter 62C, Section 49A.
18. Dispute Resolution.
 - a. Negotiation. In the event of any dispute arising out of or relating to this Lease Agreement or the breach thereof, the parties shall use their best efforts to settle the dispute by direct negotiations between individuals with full settlement authority.
 - b. Mediation. If the dispute is not settled promptly through negotiation, the parties shall submit the dispute to mediation under the then-applicable Mediation Rules of the American Arbitration Association. The parties shall share equally the mediator's fees and any administrative fee, but otherwise shall bear their own expenses.
 - c. Arbitration. Thereafter, any unresolved dispute arising out of or relating to this Lease Agreement, or the breach thereof, shall be decided by binding arbitration by a single arbitrator pursuant to the then-applicable Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The parties shall share equally the arbitrator's fees and any administrative fee, but otherwise shall bear their

own expenses. The arbitrator shall not award multiple damages, punitive damages, prejudgment interest or attorney's fees; provided that if any limitation of damages set forth herein shall be determined by a court of competent jurisdiction to be unenforceable, said limitation shall be disregarded without affecting any other provision of this Lease Agreement. The arbitrator may consider and rule on any dispositive motion submitted by the parties. The parties to this Lease Agreement may, notwithstanding the other provisions of this Lease Agreement, request at any time a temporary restraining order, preliminary injunction or other interim relief from any court of competent jurisdiction without thereby waiving its other rights under this section of the Lease Agreement. Except as otherwise provided in this Lease Agreement, the parties shall rely solely on the procedures set forth herein to resolve any dispute subject to this section. If any party files an action or proceeds with litigation in court, in violation of this Lease Agreement, that party shall indemnify the other party for its costs and attorney's fees incurred as a result of any such violation.

19. Signs. Following Tyngsborough's consent, Collaborative shall have the right to place on the Leased Premises, at locations selected by the Collaborative, any signs which are permitted by applicable zoning ordinances, bylaws and restrictions. Tyngsborough may refuse consent to any proposed signage that is too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises. Tyngsborough shall assist and cooperate with Collaborative in granting or obtaining necessary permission to place or construct the foregoing signs. Collaborative shall repair all damage to the Leased Premises resulting from the removal of signs installed by the Collaborative.
20. Quiet Possession. Tyngsborough covenants and warrants that upon performance by the Collaborative of its obligations hereunder, Tyngsborough shall keep and maintain the Collaborative in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.
21. Consent. Tyngsborough shall not unreasonably withhold or delay its consent with respect to any matter for which Tyngsborough's consent is required or desirable under this Lease Agreement.

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22. Headings. The headings used in this Lease Agreement are for convenience of the parties and shall not be considered in interpreting the meaning of any provision of this Lease Agreement.
23. Notice. Any notice required or permitted under this Lease Agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Tyngsborough:

Tyngsborough Board of Selectman
Tyngsborough Public School Committee
Tyngsborough Town Office Building
25 Bryants Lane, Tyngsborough, MA 01879

If to the Collaborative:

Dr. Chris A. Scott
Executive Director
Valley Collaborative
40 Linnell Circle
Billerica, MA 01821

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Tyngsborough and the Collaborative shall each have the right from time to time to change the place notice is to be given under this Paragraph by written notice thereof to the other party.

24. Governing Law. This Lease Agreement shall be governed, construed and interpreted by, through and under the Laws of the Commonwealth of Massachusetts.

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IN WITNESS WHEREOF, Tyngsborough has caused these presents to be executed in its name and behalf by its selectmen in duplicate originals and the Collaborative has caused the same to be executed as duly authorized by its Board of Directors.

Town of Tyngsborough
By: Selectmen:

Tyngsborough Public Schools

By: _____
Chairman, School Committee
Dated:

Valley Collaborative

By: _____
Dr. Chris A. Scott
Executive Director
Dated:

SECOND LEASE AGREEMENT

This Second Lease Agreement dated as of July 1, 2016 between the Town of Tyngsborough and the Tyngsborough Public Schools, a municipal corporation, (hereinafter, together, "Tyngsborough"), and the Valley Collaborative, (hereinafter, the "Collaborative"), an education collaborative organized pursuant to M.G.L. c. 40, §4E for the purposes of providing its member districts, including Tyngsborough, with educational, transitional, and therapeutic programs for persons with special needs, specialized programs within the public school setting, in-service training to special education staff, parents and administrators, and such other related services.

1. Premises Subject to Lease: Tyngsborough is the owner of that certain building and adjacent land with all improvements situated thereon located at 135 Coburn Road in the Town of Tyngsborough; the said property having been and being known commonly as The Lakeview Elementary School/Early Childhood Center. Tyngsborough makes available for lease approximately 27,316 rentable square feet of space in the Building and Land (the "Leased Premises"), as approximately shown by the floor plan attached hereto as Exhibit A. The Leased Premises shall not include two classrooms (911 sq. ft. each) located adjacent to the exit of the early childhood wing. Also hereby leased are all the furnishings, furniture and equipment owned by Tyngsborough that are contained in or used in conjunction with said Leased Premises. All other furnishings, furniture and equipment acquired by the Collaborative during the term of this Lease Agreement and placed or installed on the Leased Premises by the Collaborative shall be and remain at all times the property of the Collaborative. Tyngsborough property, facilities or equipment will be used in a careful and prudent manner so as to prevent any loss, defacement or damage to them.
2. Terms and Authority: Tyngsborough hereby leases the Leased Premises to the Collaborative, and the Collaborative hereby leases the same from Tyngsborough, for the renewed term beginning July 1, 2016 and ending June 30, 2019 (the "Term") The Collaborative shall have the option of renewing this Lease Agreement, with the express written consent of Tyngsborough, under the same or different terms, which option may be exercised at any time during the Term of this Second Lease Agreement

(the "Lease Agreement"). To exercise its option, the Collaborative shall give written notice to the Tyngsborough Board of Selectmen and the Tyngsborough School Committee at least eight (8) months prior to the expiration of the Term. The Tyngsborough Board of Selectman and Tyngsborough School Committee shall consent to or reject such proposed renewal term within sixty (60) days of receipt of the Collaborative's written notice exercising its option under this Lease Agreement. In the event the Collaborative's request for an extension is rejected for any reason deemed sufficient to Tyngsborough there shall be no recourse to the Collaborative.

If Tyngsborough uses its portion of the space as a school building to educate students in assigned, graded classrooms, as opposed to the provision of individualized or therapeutic services, this Lease Agreement shall be subject to approval of the Commissioner of Education pursuant to M.G. L. c. 40, sec.3. Alternatively, if Tyngsborough uses this space for faculty, staff, administrative or occasional therapeutic or individualized services, this Lease Agreement shall be subject to M.G. L. c.71, sec.71.

3. Rent. The Collaborative shall pay rent to the Tyngsborough School Committee for the Leased Premises. The total rental sum per annum for the term of this Lease Agreement will equal Two Hundred Fifty Five Thousand Nine Hundred Fifty Dollars (\$255,950.00) (per rentable square foot of \$9.37 per sq. ft.). Rent payments will be paid quarterly on or before the first day of each quarter in the amount of \$63,987.50.
4. Alterations and Improvements. The Collaborative, at the Collaborative's expense, shall have the right following Tyngsborough's consent to remodel, redecorate, make alterations, additions, improvements, replacements or structures of and to all or any part of the Leased Premises from time to time as the Collaborative may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Subject to Tyngsborough's approval, which shall not be unreasonably withheld, the Collaborative shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the Leased Premises. All personal property, equipment, trade fixtures and temporary installations, whether acquired by the Collaborative at the commencement of the Lease term or placed or installed on

the Leased Premises by the Collaborative thereafter, shall remain the Collaborative's property free and clear of any claim by Tyngsborough. The Collaborative shall have the right to remove the same at any time during the term of this Lease Agreement provided that all damage to the Leased Premises caused by such removal shall be repaired by the Collaborative at the Collaborative's expense.

5. Insurance.

A. If the Leased Premises or any part of the Building or Land is damaged by fire or other casualty resulting from any act or negligence of the Collaborative or any of the Collaborative's agents, employees or invites, rent shall not be diminished or abated while such damages are under repair, and the Collaborative shall be responsible for the costs of repair not covered by insurance.

B. Tyngsborough shall maintain fire and extended coverage insurance on the Leased Premises and the Building in such amounts as Tyngsborough shall deem appropriate. Tyngsborough shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. The Collaborative and Tyngsborough shall, each at its own expense, maintain a policy or policies of comprehensive general or public liability or school official liability insurance with respect to the respective activities of each in the Building or Leased Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Tyngsborough, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of personal injury, bodily injury, including death resulting therefrom, property damage or combination thereof. Tyngsborough shall be listed as an additional insured on the Collaborative's policy or policies of comprehensive general liability insurance, and the Collaborative shall provide Tyngsborough with current Certificates of Insurance evidencing the Collaborative's compliance with this Paragraph. The Collaborative shall obtain the agreement of the Collaborative's insurers to notify Tyngsborough that a policy is due to expire at least ten (10) days prior to such expiration.

D. Tyngsborough shall not be required to maintain insurance against thefts within the Leased Premises or the Building. The Collaborative shall, at its expense, maintain an insurance policy for all personal property owned by the Collaborative located at or within the Leased Premises.

6. Damage and Destruction. Subject to Section 5 above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for the Collaborative's purposes, then the Collaborative shall have the right within sixty (60) days following damage to elect by notice to Tyngsborough to terminate this Lease Agreement as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for the Collaborative's purposes, Tyngsborough may elect to promptly repair such damage at Tyngsborough's cost. In making the repairs called for in this paragraph, Tyngsborough shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor other matters which are beyond the reasonable control of Tyngsborough. The Collaborative shall be relieved from paying rent (and any other charges) during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for the Collaborative's purposes. Rentals (and any other charges) paid in advance for any such periods shall be refunded to the Collaborative. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence, excepting matters subject to Section 5 above, which is beyond the Collaborative's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for the Collaborative's purposes.
7. Conditions of Premises and Use by Tyngsborough. The Collaborative shall use and occupy said Leased Premises for educational purposes and for no other and will maintain in good condition all of the rooms, hallways and other facilities in the Building or Leased Premises. Notwithstanding anything to the contrary herein or elsewhere in this Lease Agreement, Tyngsborough shall have the right to use the Leased Premises after normal school hours, i.e. after 5:00 PM on Mondays and

Fridays and at any time on the weekends for other purposes set forth in General Laws Chapter 71, Section 71. Alcoholic beverages will not be consumed or brought into the subject property or in its facilities without proper licensure. Smoking on the Leased Premises shall not be permitted, per state law.

8. No Sublet. Collaborative shall not sublet in whole or in part, nor assign this Lease Agreement or any part thereof without first obtaining the written consent of Tyngsborough and shall, at the expiration or termination of said Lease Agreement or any extension thereof, yield the Leased Premises to Tyngsborough in as good condition as at the date of the Collaborative taking occupancy thereof, ordinary wear and tear excepted.
9. Use as a Polling Place. The Town of Tyngsborough shall have the right to use the Building or the Leased Premises as a polling place subject to rules and regulations set forth by the Tyngsborough Board of Selectmen and the Tyngsborough School Committee, a copy of which is hereto attached. The Collaborative agrees that Tyngsborough shall have the right to store the voting equipment in an available storage room on the Leased Premises nearest the area historically used as a polling place by Tyngsborough. Tyngsborough shall have the right to access the voting equipment and storage room as necessary to carry out local and state elections, provided Tyngsborough shall not thereby unreasonably interfere with the Collaborative's use or occupancy of the Leased Premises.
10. Risk of Loss. All furniture, furnishings, equipment and other items of personal property brought on the Leased Premises by the Collaborative shall remain on the Leased Premises at the sole risk of the Collaborative. Tyngsborough is not responsible for Collaborative property while it is kept at the Leased Premises. Tyngsborough is not liable for the acts or omissions of any protective services engaged by the Collaborative.
11. Tenants. Except as may otherwise be provided herein or elsewhere in this Agreement, this Lease Agreement shall terminate (i) upon the expiration of the lease term or any extension thereof, or (ii) upon the effective date of withdrawal by Tyngsborough as a member district of the Collaborative, or (iii) upon the effective date of any vote by the Collaborative's member districts to dissolve or withdraw from

the Collaborative. In the event this Lease Agreement is terminated under section (ii) or (iii) of this Paragraph, the Collaborative shall be relieved from paying rent (and any other charges) upon the effective date of the Lease Agreement's termination and, as applicable, the Collaborative shall be refunded rental payment amounts for any partial calendar month on a prorated daily basis. Tyngsborough may terminate this Lease Agreement upon thirty (30) days written notice to the Collaborative in the event the Leased Premises is not actively being used by the Collaborative for educational, vocational, and therapeutic programs for persons with special needs, specialized programs, in-service training to special education staff, parents and administrators, and such other related services or purpose. Either party may terminate this Lease Agreement for no reason and without penalty by giving written notice to the other party no later than January 15 of any year, to be effective on the first day of September of that year.

12. Compliance. Tyngsborough and the Collaborative shall comply with all laws of the United States, and the Commonwealth of Massachusetts; all requirements of the police and fire departments or other municipal authorities of Tyngsborough, and shall obtain and pay for all necessary permits and licenses applicable to each party. The Collaborative may not admit a larger number of persons than the seating capacity of the Building or the Leased Premises will accommodate, and the Collaborative may not allow a greater number of persons to congregate in any place in the Building or the Leased Premises than can safely or freely move about in that area. In the event any governmental authority with jurisdiction notifies the Collaborative or Tyngsborough that all or any part of the Leased Premises is not constructed or maintained in compliance with any applicable law, ordinance, code, or regulation, and demands compliance, then Tyngsborough, upon receipt of such notification, promptly must cause such repairs, alterations, or other work to be done so as to bring about the compliance demanded. Tyngsborough has the right to defer compliance so long as Tyngsborough contests the validity of any such law, order, or regulation in good faith and by appropriate legal proceedings, provided that such failure to comply must not in any way interfere with the Collaborative's use of the Leased Premises, subject the Collaborative, its employees, students, or invitees to any increased risk of

injury to their persons or property, adversely affect any other right of the Collaborative under this Lease Agreement, or impose any additional obligation upon the Collaborative.

13. Final Agreement. This Lease Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof, including without limitation that certain Amended and Restated Lease Agreement dated as of July 2013 and its Addendum effective October 13, 2015, and represents the total, complete and final agreement between Tyngsborough and the Collaborative. No oral modifications have been made. This Lease Agreement may only be modified by a writing signed by both Tyngsborough and the Collaborative. If any part of this Lease Agreement is ruled by any court to be void for any reason, such part will be severed and the rest of the agreement will continue in force as if the invalid part had never been a part of this Lease Agreement.
14. Right of Entry. The Collaborative shall permit Tyngsborough's agents to enter upon the Leased Premises at reasonable times and with reasonable notice as necessary to protect Tyngsborough's interests in the Leased Premises or to perform Tyngsborough's duties under this Lease Agreement, provided Tyngsborough shall not thereby unreasonably interfere with the Collaborative's use or occupancy of the Leased Premises.
15. Utilities and Services. Except as otherwise provided herein, Tyngsborough shall pay all charges for utilities and services including but not limited to janitorial services (1.5 custodians), trash removal, snow removal, gas, electricity, and water used on the Leased Premises. The Collaborative shall pay all charges for any telephone and internet equipment and service used by the Collaborative on the Leased Premises. For the term of this Lease Agreement, the Collaborative also shall pay to the Tyngsborough School Committee costs related to additional janitorial services (0.5 custodian) on the Leased Premises ("additional janitorial service payments"). The total sum per annum for the additional janitorial service payments will equal \$17,000, which will be paid quarterly on or before the first day of each quarter in the amount of \$4,250. Commencing on July 1, 2017, the Collaborative also shall make per annum payments in the amount of \$1,200 to the Tyngsborough School Committee for

the costs related to a School Resource Officer, which payments will be paid no later than September 30 of any year.

16. Indemnification. Tyngsborough shall indemnify, save harmless, and defend the Collaborative from any and all liability, claim, or cost arising, in whole or in part, out of any injury, loss, or damage to any person or property while on or within the Leased Premises or appurtenant areas if caused by any negligence, breach of this Lease Agreement, or willful misconduct of Tyngsborough or Tyngsborough's employees, agents, contractors, servants, or invitees. This indemnity and hold-harmless agreement includes indemnity against all costs, expenses, and liabilities that the Collaborative incurs in connection with any such injury, loss, or damage, or any such claim, or any proceeding brought thereon or in defense thereof, including, but not limited to, reasonable legal fees and expenses charged by public or private counsel that the Collaborative employs. This indemnity survives the expiration or termination of this Lease Agreement.
17. Tax Compliance. Each party certifies to the other that it is in compliance with all laws relating to taxes and reporting of employees and contractors, pursuant to Mass. Gen. L. Chapter 62C, Section 49A.
18. Dispute Resolution.
 - a. Negotiation. In the event of any dispute arising out of or relating to this Lease Agreement or the breach thereof, the parties shall use their best efforts to settle the dispute by direct negotiations between individuals with full settlement authority.
 - b. Mediation. If the dispute is not settled promptly through negotiation, the parties shall submit the dispute to mediation under the then-applicable Mediation Rules of the American Arbitration Association. The parties shall share equally the mediator's fees and any administrative fee, but otherwise shall bear their own expenses.
 - c. Arbitration. Thereafter, any unresolved dispute arising out of or relating to this Lease Agreement, or the breach thereof, shall be decided by binding arbitration by a single arbitrator pursuant to the then-applicable Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The parties shall share equally the arbitrator's fees and any administrative fee, but otherwise shall bear their

own expenses. The arbitrator shall not award multiple damages, punitive damages, prejudgment interest or attorney's fees; provided that if any limitation of damages set forth herein shall be determined by a court of competent jurisdiction to be unenforceable, said limitation shall be disregarded without affecting any other provision of this Lease Agreement. The arbitrator may consider and rule on any dispositive motion submitted by the parties. The parties to this Lease Agreement may, notwithstanding the other provisions of this Lease Agreement, request at any time a temporary restraining order, preliminary injunction or other interim relief from any court of competent jurisdiction without thereby waiving its other rights under this section of the Lease Agreement. Except as otherwise provided in this Lease Agreement, the parties shall rely solely on the procedures set forth herein to resolve any dispute subject to this section. If any party files an action or proceeds with litigation in court, in violation of this Lease Agreement, that party shall indemnify the other party for its costs and attorney's fees incurred as a result of any such violation.

19. Signs. Following Tyngsborough's consent, Collaborative shall have the right to place on the Leased Premises, at locations selected by the Collaborative, any signs which are permitted by applicable zoning ordinances, bylaws and restrictions. Tyngsborough may refuse consent to any proposed signage that is too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises. Tyngsborough shall assist and cooperate with Collaborative in granting or obtaining necessary permission to place or construct the foregoing signs. Collaborative shall repair all damage to the Leased Premises resulting from the removal of signs installed by the Collaborative.
20. Quiet Possession. Tyngsborough covenants and warrants that upon performance by the Collaborative of its obligations hereunder, Tyngsborough shall keep and maintain the Collaborative in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.
21. Consent. Tyngsborough shall not unreasonably withhold or delay its consent with respect to any matter for which Tyngsborough's consent is required or desirable under this Lease Agreement.

22. Headings. The headings used in this Lease Agreement are for convenience of the parties and shall not be considered in interpreting the meaning of any provision of this Lease Agreement.
23. Notice. Any notice required or permitted under this Lease Agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Tyngsborough:

Tyngsborough Board of Selectman
Tyngsborough Public School Committee
Tyngsborough Town Office Building
25 Bryants Lane, Tyngsborough, MA 01879

If to the Collaborative:

Dr. Chris A. Scott
Executive Director
Valley Collaborative
40 Linnell Circle
Billerica, MA 01821

Tyngsborough and the Collaborative shall each have the right from time to time to change the place notice is to be given under this Paragraph by written notice thereof to the other party.

24. Governing Law. This Lease Agreement shall be governed, construed and interpreted by, through and under the Laws of the Commonwealth of Massachusetts.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Tyngsborough has caused these presents to be executed in its name and behalf by its selectmen in duplicate originals and the Collaborative has caused the same to be executed as duly authorized by its Board of Directors.

Town of Tyngsborough
By: Selectmen:

Tyngsborough Public Schools

By: _____
Chairman, School Committee

Dated:

Valley Collaborative

By: _____
Dr. Chris A. Scott
Executive Director

Dated:

ADDENDUM TO AMENDED AND RESTATED LEASE AGREEMENT

This Addendum to that certain Amended and Restated Lease Agreement between the Town of Tyngsborough and the Tyngsborough Public Schools, a municipal corporation, (hereinafter, together, "Tyngsborough"), and the Valley Collaborative (formerly known as the Merrimack Special Educational Collaborative, (hereinafter, the "Collaborative")), shall be effective as of October 13, 2015.

WHEREAS, in or about July 2013, Tyngsborough and the Collaborative entered into an Amended and Restated Lease Agreement (the "Lease Agreement") for the Leased Premises described therein as 27,316 rentable square feet of space located at the Building and Land known commonly as The Lakeview Elementary School/Early Childhood Center.

WHEREAS, in or about September and October 2015, the Leased Premises experienced unique and unanticipated sanitization issues related to the Collaborative's provision of educational, transitional, and therapeutic programs for persons with special needs and such other related services.

WHEREAS, Tyngsborough and the Collaborative mutually desire to amend the Lease Agreement as set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained in the Lease Agreement and herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tyngsborough and the Collaborative agree as follows:

1. All terms and conditions as contained in the Lease Agreement are herein incorporated by this reference.
2. Section 15 of the Lease Agreement shall be modified to add "For the term of October 13, 2015 to June 30, 2016, the Collaborative shall pay the total sum of \$12,292.00 for an additional 0.5 custodian responsible for janitorial services on the Leased Premises. Two separate payments in the amount of \$6,146.00 shall be made on or before January 1, 2016 and April 1, 2016." Section 15 of the Lease Agreement, therefore, shall be replaced in its entirety with the following:

Utilities. Tyngsborough shall pay all charges for utilities and services including but not limited to janitorial services (1.5 custodians), trash removal, snow removal, gas, electricity, and water used on the Leased Premises. The Collaborative shall pay all charges for any telephone and internet equipment and service used by the Collaborative on the Leased Premises. For the term of October 13, 2015 to June 30, 2016, the Collaborative shall pay the total sum of \$12,292.00 for an additional 0.5 custodian responsible for janitorial services on the Leased Premises. Two separate payments in the amount of \$6,146.00 shall be made on or before January 1, 2016 and April 1, 2016."

3. The Lease Agreement shall remain in full force and effect as amended above.

IN WITNESS WHEREOF, Tyngsborough has caused this Addendum to the Amended and Restated Lease Agreement to be executed in its name and behalf by its selectmen in duplicate originals and the Collaborative has caused the same to be executed as authorized by its Board of Directors.

Town of Tyngsborough

By: Selectmen:

Tyngsborough Public Schools

By:

Chairman, School Committee

Valley Collaborative

By:

Dr. Chris A. Scott
Executive Director



TOWN OF TYNGSBOROUGH

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

05A

TO: Board of Selectmen
FROM: Curt Bellavance, Town Administrator *CB*
RE: TES Remediation Fund
DATE: March 25, 2016

Attached are several documents pertaining to the remediation fund.

1. The first memo requests use of the funds to complete the elementary school driveway culvert replacement which will take place this summer while school is in recess. The matching FEMA grant will expire December 31, 2016 therefore it is imperative to complete this project this calendar year.
2. The second memo is from Superintendent Ciampa. Mr. Ciampa is requesting that the Board approve the recommended plan in order for the school department to complete the identified projects and close out the fund when they are complete.
3. Lastly, there are two invoices relating to elevator work completed at the elementary school. The school department has requested that these invoices be paid using the Tyngsborough Elementary School Remediation Fund.

Tyngsborough



TOWN OF TYNGSBOROUGH

Office of the Town Administrator

Town Offices

25 Bryants Lane

Tyngsborough, MA 01879

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

TO: Board of Selectmen

FROM: Matt Hanson, Assistant Town Administrator

DATE: March 28, 2016

RE: TES Culvert Replacement

Funding is in place for the TES culvert through a combination of MEMA grant funds (\$92,104) and local remediation funds (\$84,214). This culvert replacement must be completed during calendar year 2016 in order to be eligible for the MEMA grant reimbursement.

Upstream from the TES culvert is the Westford Road culvert and downstream is the Dunstable Road culvert, both of which are approximately 48 inches in diameter. After the culvert replacement at TES we will study the new downstream effects on the Dunstable Road culvert to ensure it can adequately handle any new capacity.

We are also going to have additional discussions with our engineering firm over the next few weeks regarding the Westford Road culvert, which may be in need of repair and or replacement. It is currently listed for replacement in FY17 in the town's 5-year Chapter 90 funding plan. The Highway Department has performed some temporary repairs to this culvert to extend its useful life. This culvert feeds both the TES and Dunstable Road culverts.

Requested Motion: I move that the Board approves the use of \$84,214 from the TES Building Remediation Account for the replacement of the TES culvert.

CC: Curt Bellavance





Tyngsborough Public Schools

Donald P. Ciampa
Superintendent of Schools
(978) 649-7488

Sarah Lewenczuk
Director of Student Services
(978) 649-8914

Michael Flanagan
Assistant Superintendent
(978) 649-7488

Joseph Messina
School Business Administrator
(978) 649-7488

March 24, 2016

Curt,

As a follow up to your email regarding information

TMS SOI

The Board of Selectman has voted this for for the past five (5) years in support of seeking MSBA reimbursement for a complete renovation of Tyngsborough Middle School.

Lakeview Lease

This is an extension of the lease agreement of the Lakeview School to the Valley Collaborative.

TES Remediation funds

Here is the plan of the use of the remaining remediation funds:

Current balance (in round \$\$)-\$203,000

Elevator repairs- \$15,000

Culvert \$\$ - \$84,000

Balance ~ \$104,000

We plan to complete roof repairs this spring , where the mansard roof meets the shingles and flashing, there are leaks all along the wall and ceiling in cafetorium and roof over Band room ~ \$25,000-\$30,000

Additional flooring repairs in bathroom and red wing classrooms (April vacation) caused by floor installation on uncured concrete \$40,000-\$50,000

Elevator hydraulic replace~ \$30,000....

I will certainly be available to answer any questions.

Don



BBE Corporation

P.O. Box 925
Salem, MA 01970
978-594-1197

Invoice

Date	Invoice #
2/23/2016	8214

Bill To
Tyngsborough Public Schools George Trearchis 50 Norris Road Tyngsborough, MA 01879

Ship To
Tyngsborough Public Schools George Trearchis 50 Norris Road Tyngsborough, MA 01879

P.O. Number	Terms
	Due on receipt

Item Code	Description	Amount
Repair	2/16/16 - 2/17/17 - Replaced soft start as proposed. Ran elevator. Found additional issues with centering rollers. Will need to return to complete repairs.	8,250.00

Thank you for your business.	Total	\$8,250.00
	Payments/Credits	\$0.00
	Balance Due	\$8,250.00

BBE Corporation

P.O. Box 925
Salem, MA 01970
978-594-1197

Invoice

Date	Invoice #
2/23/2016	8215

Bill To
Tyngsborough Public Schools George Trearchis 50 Norris Road Tyngsborough, MA 01879

Ship To
Tyngsborough Public Schools George Trearchis 50 Norris Road Tyngsborough, MA 01879

P.O. Number	Terms
	Due on receipt

Item Code	Description	Amount
Repair	2/18/16-2/19/16 - Repair team sent to remove hydraulic piston and remove centering rollers. Had to fabricate bottom of piston as replacement. Returned elevator to service.	7,470.00

Thank you for your business.

Total	\$7,470.00
Payments/Credits	\$0.00
Balance Due	\$7,470.00



TOWN OF TYNGSBOROUGH

Office of the Town Administrator

Town Offices | 25 Bryants Lane

Tyngsborough, MA 01879

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

05B

TO: Board of Selectmen

FROM: Curt Bellavance, Town Administrator 

RE: Town Building Master Plan

DATE: March 25, 2016

As the Board is aware, the town hired Drummey Rosane Anderson, Inc. to prepare a Building Master Plan. The draft summary was very comprehensive. My office has continued to work with Ken Best, project manager, during the past year to better define the current and future needs of the town and what would be the best way to proceed with developing a final plan.

After discussions with Ken Best it was determined that 2-4 options be prepared and presented to the Town for feedback and ultimately support for moving forward. The options should be laid out in realistic approach that is based on current and future needs, as well as costs. The plan will be integrated into the Capital Asset Management Plan.

My office has been seeking preliminary feedback from departments, groups, and various stakeholders in order to prepare different options. The options will be publically presented for support and consensus.

As described, the final plan will be based on needs and costs. The plan will be tied into the capital plan and projected to be implemented over several years.

Space A:

First Parish Meeting House
Adams Barn

Space B:

Public Safety Building (existing Police Station and Fire Station #1)
Winslow School / Littlefield Library
Town Hall
School Administration
Former COA building

Space C:

Sewer Department
Library
Recreation Building
Highway Building
Fire Station #2



TOWN OF TYNGSBOROUGH

Office of the Town Administrator

Town Offices

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05C

TO: Board of Selectmen
FROM: Matt Hanson, Assistant Town Administrator
DATE: March 28, 2016
RE: Letter of Support- National Register Listing

The Historical Commission has completed a revised application to place the Winslow School Building and the Littlefield Library Building on the National Register of Historic Places. This is a lengthy process and the first draft of the town's submission was submitted on August 27th, 2008. The Board of Selectmen voted unanimously on December 21, 2009 to submit a letter of support for this application. However, the state has no record of an actual letter being sent. I am requesting, on behalf of the Historical Commission, that the Board re-vote to send a letter of support for the Commission's National Register Listing application. A draft is attached for your review.

The National Register listing provides formal recognition of a property's historical, architectural, or archeological significance based on national standards used by every state. The listing does not limit the future use of the building or property, but it does encourage preservation of historical resources by documenting the historical significance, and open the property up to specific preservation funding opportunities, such as Federal Preservation Grants for planning and rehabilitation, and Massachusetts Preservation Project funds.

Requested Motion: I move that the Board approves sending a letter of support to the Massachusetts Historical Commission for the Tyngsborough Historical Commission's National Register Listing application for the Winslow School and Littlefield Library.

CC: Curt Bellavance





TOWN OF TYNGSBOROUGH
Office of the Selectmen
25 Bryants Lane
Tyngsborough, MA 01879
Tel: 978 649-2300 Ext. 100 Fax: 978 649-2320

March 28, 2016

William Francis Galvin, Secretary of the Commonwealth
Massachusetts Historical Commission
220 Morrissey Boulevard
Boston, MA 02125

RE: National Register Nomination for the Winslow School and Littlefield Library

Dear Secretary Galvin:

The Town of Tyngsborough Board of Selectmen strongly supports the nomination of the Winslow School and Littlefield Library for inclusion on the National Register of Historic Places. The Board voted unanimously on March 28, 2016 to support the application from the Tyngsborough Historical Commission.

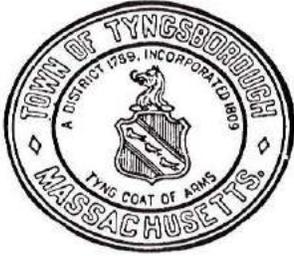
The Winslow School and Littlefield Library stand side-by-side, approximately sixty feet apart, on a 5.2-acre lot in Tyngsborough Center. The Winslow School, built in 1892, displays modest Craftsman and Colonial Revival features. The Littlefield Library, built in 1904, is a fine example of an early 20th century Colonial Revival-style library. Major character defining features include its side-gabled roof, brick body, modillioned cornice, triple windows, classical front porch, and gable parapets incorporating end chimneys. It is the only example of full masonry construction in Tyngsborough Center, and it is one of the few brick buildings in town.

The Winslow School and Littlefield Library are two of the most historically significant buildings in the Tyngsborough Town Center and we would appreciate the support of the Massachusetts Historical Commission in helping to facilitate the fulfillment of this very worthwhile nomination.

Sincerely,

Richard D. Reault, Chairman

cc: Tyngsborough Historical Commission



TOWN OF TYNGSBOROUGH

Office of the Selectmen

25 Bryants Lane

Tyngsborough, MA 01879

Tel: 978 649-2300 Ext. 100 Fax: 978 649-2320

Board of Selectmen Meeting Minutes

Monday December 21, 2009

6:00 P.M.

Town Offices

Members present: Selectwoman Elizabeth Coughlin, Selectman Robert Jackson, Selectwoman Ashley O'Neill, Selectman Rich Lemoine, Selectwoman Karyn Puleo.

Staff Present: Town Administrator Rosemary Cashman, Admin Assist. Therese Gay

The Board voted 5-0 on a motion by Selectwoman Coughlin, second by Selectman Jackson to inter into an Executive Session to discuss Collective Bargaining and to return to open session. Roll Call Vote: Selectwoman Elizabeth Coughlin, yes; Selectman Robert Jackson, yes; Selectwoman Ashley O'Neill, yes; Selectman Rich Lemoine, yes; Selectwoman Karyn Puleo, yes. The Board entered the Executive Session at 6:00 PM.

1. 6:00 P.M. Executive Session

A. Board of Health – Discussion

The purpose of this meeting is to discuss the staffing issues in the Board of Health Office. The Boards are in agreement on the solution. The Board of Selectmen voted 5-0 on a motion by Selectwoman Puleo, second by Selectman Jackson to support and instruct the Town Administrator to move forward to notify the Union for the change in work hours that were discussed. To move the Health Agent to the Mid-Managers Unit, increase to 24 hours and to change the Clerk's position to Administrative Assistant at 19 hours. The Board voted 5-0 on a motion by Selectwoman Puleo, second by Selectwoman O'Neill to move forward on the Position Description for the Health Agent.

B. Collective Bargaining

The Board voted 5-0 on a motion by Selectwoman Puleo, second by Selectwoman O'Neill send the standard letter to the Union informing them the start of negotiations and to allow the Chairman to sign the letter for the Board.

The Board voted 5-0 on a motion by Selectwoman Puleo, second Selectman Jackson to exit the Executive Session and to enter into open session. Roll Call Vote: Selectwoman Elizabeth Coughlin, yes; Selectman Robert Jackson, yes; Selectwoman Ashley O'Neill, yes; Selectman Rich Lemoine, yes; Selectwoman Karyn Puleo, yes. The Board returned to open session at 7:00 P.M.

2. 7:00 P.M.

A. Town Center – Market Analysis

Consultant Richard Stohls of Bartram and Cochran was present to present the completed Town Center Plan. The Plan was presented to the Economic Development Committee and they voted to accept the plan. The Board voted 5-0 on a motion by Selectwoman Puleo, second by Selectwoman O'Neill to accept the Town Center Plan.

B. Historic Places Register – Historical Commission

The Historical Commission have completed their proposal to place the Winslow School Building and the Littlefield Library Building as a district on the National Register and presented the plan to the Board and ask for their support. The Board voted 5-0 on a motion by Selectwoman Coughlin, second by Selectwoman Puleo to accept the proposal and to support the Historical Commission's bid for a historic district of the Winslow School Building and the Littlefield Library Building. The Board will send a letter of support. The Board voted 5-0 on a motion by Selectwoman O'Neill, second by Selectwoman Puleo to show support of the Historical District at the next Special Town Meeting and to go allow them to go before the Community Preservation Commission to ask for funds to hire a consultant for the evaluation of a Historic District as for consideration of funds to identify the advantages and disadvantages and to return with a recommendation.

C. Shur Fine Demolition Bid – Discussion

The Board and the Historical Commission were in discussions on the demolition of the shur fine building. There were pros and cons on demolishing the entire building or to demolish the building and keep the historic barn. The Board voted 4-1-0 on a motion by Selectwoman Coughlin, second by Selectman Lemoine, for discussion, to take down the shurfine building and save the barn. After discussions the Board voted 4-1-0 to take down the shurfine building and save the barn and to have the Historical Commission come back with a plan to renovate the historic barn.

3. Citizen/Business Time

Ms Paulette Grout of Hamblett Avenue came forward to speak, she wanted to say thank you to Rosemary Cashman for all of her hard work. She spoke briefly about the financial woes of the Town and how best to deal with it.

4. Other Business

A. Street Light Consultant Agreement

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectwoman Puleo to place an article on the Town Meeting Warrant to fund the Consulting services for the purchase of the street lights.

B. Energy and Environmental Affairs Committee Appointments

The Board voted 5-0 on a motion by Selectwoman Puleo, second by Selectwoman Coughlin to appoint Paul Worthington-Berry and Richard Stimpson as members of the Energy and Environmental Affairs Committee.

C. License Renewals – All Alcoholic Beverages Common Victualler, Auto Amuse Devices and Weekday/Sunday Entertainment Licenses – Thirsty's & Automatic Amusement Devices - Tyngsboro Sports Center

The Board voted 5-0 on a motion to renew the license for Thirst's the All Alcoholic Beverages Common Victualler, for hours of Monday through Saturday 11:00 AM to 1:00 AM and Auto Amuse Devices and Weekday/Sunday Entertainment Licenses for hours of Monday through Saturday 8:00 PM to 1:00 AM and Sunday 3:00 PM to 1:00 AM.

The Board voted 5-0 on a motion by Selectwoman O'Neill, second by Selectwoman Puleo to renew the Automatic Amusement Devices for the Tyngsboro Sports Center.

D. Mileage Reimbursement

The Board voted 5-0 on a motion by Selectwoman Puleo, second by Selectman Jackson to approve the new mileage rate of \$.50 a mile effective January 1, 2010.

E. Appointment – Interim Town Administrator

The Board voted 5-0 on a motion by Selectwoman Puleo, second by Selectman Jackson to appoint Norman Thidemann as the Interim Town Administrator for 90 days at \$400.00 a day.

F. Reserve Fund Transfer Request - Snow and Ice Account

The Board voted 5-0 on a motion by Selectwoman O'Neill, second by Selectman Jackson to approve the funding not to exceed \$125,000 to the Snow and Ice Account.

5. Correspondence

The Board voted 5-0 on a motion by Selectwoman O'Neill, second by Selectwoman Puleo to accept the correspondence as submitted.

6. Selectmen's Notes

The Board announced the H1N1 flu clinic. The Board took this time to say thank you to Rosemary for all of her years and efforts.

7. Town Administrator's Notes

The Town Administrator spoke to her 4 years with the Town and all of the good people that she worked with.

8. Adjournment

The Board voted 5-0 on a motion by Selectwoman Puleo, second by Selectman Jackson to adjourn the meeting. The meeting adjourned at 10:10 P.M.

Respectfully submitted by,

Therese Gay
Admin Assistant

Approved by _____



The Commonwealth of Massachusetts
William Francis Galvin, Secretary of the Commonwealth
Massachusetts Historical Commission

**THE NATIONAL REGISTER OF HISTORIC PLACES:
EFFECTS AND BENEFITS OF LISTING**

The National Register of Historic Places is the nation's official list of historic places worthy of preservation. Listing in the National Register (NR) recognizes historic properties that are significant to our communities, our state, and our nation. The NR is a federal program of the National Park Service, administered in Massachusetts by the Massachusetts Historical Commission (MHC). The NR recognizes unique and irreplaceable historic resources that give a sense of time and place to our downtowns, neighborhoods, village centers, and rural landscapes, and contribute to our communities' character, making Massachusetts a special place.

NR listing is an important preservation planning tool that encourages preservation, but it does not guarantee that listed properties will be preserved. The NR is not a design review program, but it does provide limited protection from state and federal actions, as well as eligibility for certain matching state restoration grants (when available) and certain tax benefits for certified rehabilitation projects.

STATE REGISTER OF HISTORIC PLACES:

Properties listed in the NR are automatically listed in the State Register of Historic Places as well. The State Register is a compendium of properties with historic designations, listed by municipality, and serves as a reference guide, helping to determine whether a state funded, permitted, or licensed project will affect historic properties. The State Register review process helps ensure that listed properties will not inadvertently be harmed by activities supported by state agencies. The State Register is published annually and is available through the Statehouse Bookstore.

EFFECTS OF NR LISTING FOR PRIVATE PROPERTIES:

NR status in itself places no constraints on what owners may do with their property when using private funding, unless state or federal funds, permits, or licensing are used, or when some other regional or local bylaw, ordinance, or policy is in effect. NR listing does not impose additional restrictions to already existing local regulations or ordinances, nor does listing eliminate regulations currently in effect. Please be aware, however, that certain local ordinances, including demolition delay, may reference NR designation as a condition triggering review. NR-listed buildings may qualify for exemptions from some aspects of the State Building Code. Owners of private property listed in the NR have no obligation to open their properties to the public, to restore them, or even to maintain them. Owners can do anything they wish with their private property provided that no federal or state funding, licensing, permitting, or approval is involved. If owners use state or federal funds to alter their property or need state or federal permits, the proposed alteration will be reviewed by MHC staff. The review is triggered by the funding or permitting source, not by the historic designation. Local funding and permitting do not trigger MHC review. Owners may affix plaques to their listed properties, if they choose, but it is not required. MHC does not provide or review plaques. City or town sign ordinances should be consulted.

EFFECTS OF NR LISTING FOR PROPERTIES OWNED BY MUNICIPALITIES AND NONPROFIT ORGANIZATIONS:

All NR properties that are owned by municipalities and nonprofits are eligible to compete for grants from the Massachusetts Preservation Projects Fund (MPPF), a state-funded competitive matching grant program that supports the preservation and maintenance of properties and sites listed in the State Register. These may include buildings, parks, landscapes, cemeteries, sites, objects, and archaeological locations. Eligible projects may include: pre-development projects, such as pre-construction documents or feasibility studies; development projects, for construction activities including stabilization, protection, rehabilitation, and restoration; and acquisition projects, specifically allocated for endangered listed properties.

Municipalities may erect markers identifying National Register historic districts, but this is not required. MHC does not provide or review markers.

EFFECTS OF NR LISTING FOR INCOME-PRODUCING PROPERTIES:

Certain federal tax provisions may apply for NR-listed income-producing properties. The federal tax code contains a variety of incentives to encourage capital investment in historic buildings and to spur revitalization of historic properties. These incentives encourage the preservation and rehabilitation of historic commercial, industrial, and rental residential buildings listed in the NR. The federal tax incentive program has encouraged private investment and rehabilitation of historic properties since 1976 and has been particularly valuable to Massachusetts. This program allows owners of applicable NR buildings to qualify for a 20% Investment Tax Credit, in effect a 20% rebate, based on rehabilitation costs. These credits help pay for the unique costs associated with rehabilitation of historic properties.

The National Park Service certifies the rehabilitation, and the MHC Technical Services staff advises and assists owners during the application and review process. The rehabilitation must be deemed substantial and must meet the U.S. Secretary of the Interior's Standards for Rehabilitation. Applications should be submitted to MHC before rehabilitation work begins in order to receive the most useful advice and best results.

Under the Massachusetts Historic Rehabilitation Tax Credit Program, a certified rehabilitation project on an income-producing property is eligible to receive up to 20% of the cost of certified rehabilitation expenditures in state tax credits. There is an annual cap, so there are selection criteria that ensure the funds are distributed to the projects that provide the most public benefit. The MHC certifies the projects and allocates available credits. Properties on the NR, or those eligible for listing, may be eligible to receive the credits. As with the federal program, rehabilitation under the Massachusetts tax credit program must meet the Secretary of the Interior's Standards for Rehabilitation. The state rehabilitation tax credit may be used in tandem with the federal investment tax credit.

The Federal tax code also provides for federal income, estate, and gift tax deductions for charitable contributions of partial interest in historic property, principally easements. Whether these provisions are advantageous to a property owner is dependent upon the particular circumstances of the property and the owner. Individuals should consult their legal counsel or the appropriate Internal Revenue Service office for assistance in determining the tax consequences of these provisions.

FURTHER INFORMATION REGARDING ALL THE PROGRAMS MENTIONED ABOVE MAY BE OBTAINED THROUGH MHC'S WEB SITE (WWW.SEC.STATE.MA.US/MHC) OR BY CONTACTING MHC AT 617-727-8470.

06. Welcome: Police Officer Dennis Leach

3/25/2016

TOWN OF TYNGSBOROUGH, MASSACHUSETTS
BUDGET ~ FY 2017

07A
BUDGET FORM A
 Departmental Request / 193-IT

DEPARTMENT Information Technology
 CODE 193

Account Number	DEPT CODE	ACCOUNT NAME	FY14	FY15	FY16	FY16	FY16	FY16	FY16	FY16	FY16	REMAINING BALANCE	% Y-AMOUNT	FY17	FY17	FY17	FY17	FY17		
			EXPENDED	EXPENDED	BUDGET	ADJSTS	RFTs	APPROP TRANSFRS	ENC	AMENDED BUDGET	EXPENDED thru 12/31/15			DEPARTMENT BUDGET	CHANGES / GROWTH	TOTAL DEPT BUDGET	% CHANGE	PROPOSED CHANGES	FINAL PROPOSED BUDGET	% CHANGE
001 193 5110 000	IT	Salary - Info Technology	5,100.00	6,461.63	10,102.00					10,102.00	3,174.62	6,927.38	11.41%	33,696.00	33,000.00	66,696.00	97.93%	0.00	66,696.00	97.93%
			5,100.00	6,461.63	10,102.00	0.00	0.00	0.00	0.00	10,102.00	3,174.62	6,927.38	11.41%	33,696.00	33,000.00	66,696.00	97.93%	0.00	66,696.00	97.93%
001 193 5318 000	IT	Support Services/Support	52,948.45	30,754.91	5,000.00					5,000.00	11,138.16	(6,138.16)	22.76%	5,000.00		5,000.00	0.00%		5,000.00	0.00%
001 193 5420 000	IT	Office Supplies	11,279.70	5,940.15	17,020.00					17,020.00	1,120.00	15,900.00	6.58%	17,020.00	(5,000.00)	12,020.00	-29.38%		12,020.00	-29.38%
001 193 5800 000	IT	CAPITAL EXPENSE								-		0.00		48,000.00		48,000.00	0.00%		48,000.00	0.00%
		IT Software Services								-		0.00		11,000.00		11,000.00	0.00%		11,000.00	0.00%
			64,228.15	36,695.06	22,020.00	0.00	0.00	0.00	0.00	22,020.00	12,258.16	9,761.84	55.97%	81,020.00	-5,000.00	76,020.00		0.00	65,020.00	
DEPT TOTAL:			69,328.15	43,156.69	32,122.00	0.00	0.00	0.00	0.00	32,122.00	15,432.78	16,689.22	48.04%	114,716.00	28,000.00	142,716.00	24.41%	0.00	131,716.00	34.82%

AUTHORIZED SIGNATURE: _____

3/25/2016

TOWN OF TYNGSBOROUGH, MASSACHUSETTS
BUDGET ~ FY 2017

BUDGET FORM A
 Departmental Request / 199-M&T

DEPARTMENT Media & Technology
 CODE 199

Account Number		DEPT CODE	ACCOUNT NAME	FY14 EXPENDED	FY15 EXPENDED	FY16 BUDGET	FY16 AMENDED BUDGET	FY16 EXPENDED thru 12/31/15	FY16 REMAINING BALANCE	% CHANGE	FY17 DEPARTMENT BUDGET	FY17 CHANGES / GROWTH	FY17 TOTAL DEPT BUDGET	% CHANGE	FY17 PROPOSED CHANGES	FY17 FINAL PROPOSED BUDGET	% CHANGE
001	199	5110	000	M&T	Salary - Info Technology												
						55,159.00	55,159.00	14,912.23	40,246.77	27.03%	55,159.00	57,928.57	113,087.57		0.00	113,087.57	105.02%
					0.00	55,159.00	55,159.00	14,912.23	40,246.77	27.03%	55,159.00	57,928.57	113,087.57		0.00	113,087.57	105.02%
001	199	5245	000	M&T	Audio / Visual Upgrade & Rpr												
						12,000.00	12,000.00	3,691.26	8,308.74	30.76%	12,000.00	23,000.00	35,000.00	191.67%		35,000.00	191.67%
						9,150.00	9,150.00	400.00	8,750.00	4.37%	9,150.00	(9,150.00)	-	-100.00%		-	100.00%
001	199	5308	000	M&T	Prof Services - Network												
						500.00	500.00		500.00	0.00%	500.00	500.00	1,000.00	100.00%			
001	199	5308	000	M&T	Conf, Training, Seminar												
						1,500.00	1,500.00	474.50	1,025.50	31.63%	1,500.00	(1,500.00)	-	-100.00%			
001	199	5340	000	M&T	Communcation Cable												
						100.00	100.00	43.69	56.31	43.69%	100.00	300.00	400.00	300.00%			
001	199	5345	000	M&T	Postage												
						1,500.00	1,500.00	86.35	1,413.65	5.76%	1,500.00	(500.00)	1,000.00	-33.33%			
001	199	5420	000	M&T	Office Supplies												
						300.00	300.00		300.00	0.00%	300.00	200.00	500.00	66.67%			
001	199	5710	000	M&T	Travel												
						900.00	900.00	99.00	801.00	11.00%	900.00	2,100.00	3,000.00	233.33%			
001	199	5730	000	M&T	Dues, Subscription												
						20,000.00	20,000.00		20,000.00	0.00%	20,000.00	10,000.00	30,000.00	50.00%		30,000.00	50.00%
001	199	5850	000	M&T	Add'l Equipment												
						45,950.00	45,950.00	4,794.80	41,155.20	10.43%	45,950.00	24,950.00	70,900.00		0.00	65,000.00	
					0.00	45,950.00	45,950.00	4,794.80	41,155.20	10.43%	45,950.00	24,950.00	70,900.00		0.00	65,000.00	
DEPT TOTAL:				0.00	0.00	101,109.00	101,109.00	19,707.03	81,401.97	19.49%	101,109.00	82,878.57	183,987.57	81.97%	0.00	178,087.57	76.13%

AUTHORIZED SIGNATURE: _____

3/25/2016

TOWN OF TYNGSBOROUGH, MASSACHUSETTS
BUDGET ~ FY 2017

BUDGET FORM A
 Departmental Request / 135-ACT

DEPARTMENT Town Accountant
 CODE 135

Account Number	DEPT CODE	ACCOUNT NAME	FY14	FY15	FY16	FY16	FY16	FY16	FY16	FY16	FY16	FY16	REMAINING BALANCE	% CHANGE	FY17	FY17	FY17	FY17	FY17	
			EXPENDED	EXPENDED	BUDGET	ADIMTS	RFTs	APPROP TRANSFRS	ENC	AMENDED BUDGET	EXPENDED thru 12/31/15	DEPARTMENT BUDGET			CHANGES / GROWTH	TOTAL DEPT BUDGET	% CHANGE	PROPOSED CHANGES	FINAL PROPOSED BUDGET	% CHANGE
001 135 5110 000	ACT	ACT Salary - Accountant	58,140.00	59,012.00	60,192.00					60,192.00	28,947.24	31,244.76	48.95%	88,434.00		88,434.00	0.00%	88,434.00	0.00%	
001 135 5112 000	ACT	ACT S & W - Asst Town Accountant	11,007.63	10,992.80	12,117.00					12,117.00	5,523.01	6,603.99	45.50%	13,329.00		13,329.00	0.00%	13,329.00	0.00%	
001 135 5115 000	ACT	ACT S & W - Clerical			-					-		0.00						-		
001 135 5116 000	ACT	ACT S & W - Other			-					-		0.00						-		
001 135 5160 000	ACT	ACT Certification	1,000.00	1,000.00	1,000.00					1,000.00	1,000.00	0.00	100.00%					-		
			70,147.63	71,004.80	73,309.00	0.00	0.00	0.00	0.00	73,309.00	35,460.25	37,848.75	48.37%	101,763.00	0.00	101,763.00	0.00%	0.00	101,763.00	
001 135 5308 000	ACT	ACT Conf/Train/Seminar	1,402.01	1,460.89	1,500.00					1,500.00	145.00	1,355.00	9.67%	1,500.00		1,500.00	0.00%	1,500.00	0.00%	
001 135 5315 000	ACT	ACT Data Processing/Computer Admin	7,303.57	7,769.21	8,376.00					8,376.00	8,375.21	0.79	99.92%	8,750.00		8,750.00	0.00%	8,750.00	0.00%	
001 135 5345 000	ACT	ACT Postage			200.00					200.00		200.00	0.00%	200.00		200.00	0.00%	200.00	0.00%	
001 135 5420 000	ACT	ACT Office Supplies	691.27	874.86	800.00					800.00	0.00	800.00	0.00%	800.00		800.00	0.00%	800.00	0.00%	
001 135 5710 000	ACT	ACT Travel	367.15	560.38	500.00					500.00	66.70	433.30	13.34%	500.00		500.00	0.00%	500.00	0.00%	
001 135 5730 000	ACT	ACT Dues Subscriptions & Membershi	140.00	110.00	150.00					150.00	115.00	35.00	76.67%	150.00		150.00	0.00%	150.00	0.00%	
			9,904.00	10,775.34	11,526.00	0.00	0.00	0.00	0.00	11,526.00	8,701.91	2,824.09	75.52%	11,900.00	0.00	11,900.00	0.00%	0.00	11,900.00	
DEPT TOTAL:			80,051.63	81,780.14	84,835.00	0.00	0.00	0.00	0.00	84,835.00	44,162.16	40,672.84	52.00%	113,663.00	0.00	113,663.00	0.00%	0.00	113,663.00	0.00%

AUTHORIZED SIGNATURE: _____

DEPARTMENT Personnel
 CODE 152

Account Number		DEPT CODE	ACCOUNT NAME	FY15 BUDGET	FY16 BUDGET	FY17 DEPARTMENT BUDGET	FY17 CHANGES / GROWTH	FY17 TOTAL DEPT BUDGET	% CHANG	FY17 PROPOSED CHANGES	FY17 FINAL PROPOSED BUDGET	% CHANGE
001	152	5110	000	PER	PER Salaries & Wages - Benefits Coordinator	-	-	38,870.00		0.00%	38,870.00	0.00%
001	152	5119	000	PER	PER Salaries & Wages - Other	-	-	-			-	
				0.00	0.00	38,870.00	0.00	38,870.00		0.00	38,870.00	
001	152	5308	000	PER	PER Conferences & Training Seminar	-	-	250.00		0.00%	250.00	0.00%
001	152	5311	000	PER	PER Legal Notices	-	-	2,000.00		0.00%	2,000.00	0.00%
001	152	5345	000	PER	PER Postage	-	-	500.00		0.00%	500.00	0.00%
001	152	5346	000	PER	PER Printing and Mailing	-	-	200.00		0.00%	200.00	0.00%
001	152	5420	000	PER	PER Office Supplies	-	-	300.00		0.00%	300.00	0.00%
001	152	5710	000	PER	PER TRAVEL	-	-	-			-	
001	152	5730	000	PER	PER Dues Subscriptions & Membershi	-	-	250.00		0.00%	250.00	0.00%
				0.00	0.00	3,500.00	0.00	3,500.00		0.00	3,500.00	
DEPT TOTAL:				0.00	0.00	42,370.00	0.00	42,370.00	0.00%	0.00	42,370.00	0.00%

3/25/2016

TOWN OF TYNGSBOROUGH, MASSACHUSETTS

BUDGET FORM A

DEPARTMENT Police Department
 CODE 210

BUDGET ~ FY 2017

Departmental Request / 210-POL

			FY14	FY15	FY16	FY16	FY16		1,853,428.00	FY17	FY17	FY17		FY17	FY17	
Account Number	DEPT CODE	ACCOUNT NAME	EXPENDED	EXPENDED	AMENDED BUDGET	EXPENDED thru 12/31/15	REMAINING BALANCE	% CHANGE		DEPARTMENT BUDGET	CHANGES / GROWTH	TOTAL DEPT BUDGET	% CHANGE	PROPOSED CHANGES	FINAL PROPOSED BUDGET	% CHANGE
001 210 5110 000	POL	S & W - Permanent	1,562,339.04	1,684,555.58	1,853,428.00	844,002.59	1,009,425.41	45.54%		1,853,428.00	84,117.00	1,937,545.00	4.54%		1,937,545.00	4.54%
001 210 5111 000	POL	S & W Administrative Assist	35,006.00	35,706.00	35,706.00	18,717.17	16,988.83	52.42%		38,920.00	975.00	39,895.00	2.51%		39,895.00	2.51%
001 210 5130 000	POL	POL Overtime - Shift Replacement	217,154.85	224,713.68	170,000.00	94,160.53	75,839.47	55.39%		170,000.00	5,000.00	175,000.00	2.94%		175,000.00	2.94%
001 210 5130 000	POL	POL Overtime - Training	32,282.00	44,041.67	35,000.00	36,892.19	(1,892.19)	105.41%		35,000.00	5,000.00	40,000.00	14.29%		40,000.00	14.29%
001 210 5130 000	POL	POL Overtime - Court	20,255.17	20,376.06	12,000.00	13,473.28	(1,473.28)	112.28%		12,000.00		12,000.00	0.00%		12,000.00	0.00%
001 210 5130 000	POL	POL Overtime - Other Assignment	42,703.35	43,537.47	20,000.00	21,322.64	(1,322.64)	106.61%		20,000.00	15,000.00	35,000.00	75.00%		35,000.00	75.00%
001 210 5130 000	POL	POL Overtime - Investigations	13,904.62	17,153.55	20,000.00	1,268.99	18,731.01	6.34%		20,000.00	(2,000.00)	18,000.00	-10.00%		18,000.00	-10.00%
001 210 5130 000	POL	POL Reserve Officer Pay	6,009.15	1,950.00	4,500.00	704.00	3,796.00	15.64%		4,500.00		4,500.00	0.00%		4,500.00	0.00%
001 210 5130 000	POL	POL Matron	948.00	1,915.49	1,500.00	240.58	1,259.42	16.04%		1,500.00		1,500.00	0.00%		1,500.00	0.00%
001 210 5140 000	POL	Add Gross Wages - Differentia	26,917.37	27,366.15	32,000.00	12,780.02	19,219.98	39.94%		32,000.00	(2,000.00)	30,000.00	-6.25%		30,000.00	-6.25%
001 210 5140 000	POL	POL Holiday Pay	83,208.71	76,745.20	84,000.00	70,754.76	13,245.24	84.23%		84,000.00		84,000.00	0.00%		84,000.00	0.00%
			2,040,728.26	2,178,060.85	2,268,134.00	1,114,316.75	1,153,817.25	49.13%		2,271,348.00	106,092.00	2,377,440.00		0.00	2,377,440.00	

AUTHORIZED SIGNATURE: _____

3/25/2016

TOWN OF TYNGSBOROUGH, MASSACHUSETTS

BUDGET FORM A

DEPARTMENT Police Department
 CODE 210

BUDGET ~ FY 2017

Departmental Request / 210-POL

Account Number	DEPT CODE	ACCOUNT NAME	FY14	FY15	FY16	FY16	FY16	%	1,853,828.00						
			EXPENDED	EXPENDED	AMENDED BUDGET	EXPENDED thru 12/31/15	REMAINING BALANCE		DEPARTMENT BUDGET	CHANGES / GROWTH	TOTAL DEPT BUDGET	% CHANGE	PROPOSED CHANGES	FY17 FINAL PROPOSED BUDGET	% CHANGE
001 210 5242 000	POL	Repairs & Maint - Vehicles	35,873.17	37,363.00	30,000.00	27,299.62	2,700.38	91.00%	30,000.00	(5,000.00)	25,000.00	-16.67%		25,000.00	-16.67%
001 210 5255 000	POL	Repairs & Maint - Comp Equip	12,120.00	13,769.37	13,110.00	13,110.00	0.00	100.00%	13,110.00	6,583.00	19,693.00	50.21%		19,693.00	50.21%
001 210 5272 000	POL	Leased Vehicles	65,651.44	50,190.35	65,450.00	5,520.00	59,930.00	8.43%	65,450.00	15,000.00	80,450.00	22.92%		80,450.00	22.92%
001 210 5300 000	POL	Professional Services	5,752.40	3,247.25	4,000.00	2,203.10	1,796.90	55.08%	4,000.00		4,000.00	0.00%		4,000.00	0.00%
001 210 5301 000	POL	Medical Services	4,441.03	35,655.29	4,000.00	2,214.66	1,785.34	55.37%	4,000.00		4,000.00	0.00%		4,000.00	0.00%
001 210 5308 000	POL	Conferences & Training Seminar	13,596.34	15,904.00	20,000.00	5,762.00	14,238.00	28.81%	20,000.00		20,000.00	0.00%		20,000.00	0.00%
001 210 5345 000	POL	Postage	1,398.82	1,459.88	1,300.00	514.69	785.31	39.59%	1,300.00		1,300.00	0.00%		1,300.00	0.00%
001 210 5385 000	POL	Laundry & Cleaning Services	6,300.00	6,300.00	4,800.00	2,700.00	2,100.00	56.25%	4,800.00		4,800.00	0.00%		4,800.00	0.00%
001 210 5420 000	POL	Office Supplies	3,271.07	2,403.83	5,000.00	786.25	4,213.75	15.73%	5,000.00		5,000.00	0.00%		5,000.00	0.00%
001 210 5485 000	POL	Gasoline	52,436.53	48,159.91	60,000.00	24,498.23	35,501.77	40.83%	60,000.00	(5,000.00)	55,000.00	-8.33%		55,000.00	-8.33%
001 210 5580 000	POL	Other Supplies	7,944.22	6,960.38	4,500.00	2,788.97	1,711.03	61.98%	4,500.00		4,500.00	0.00%		4,500.00	0.00%
001 210 5583 000	POL	Uniforms	25,048.36	30,692.95	28,432.00	17,179.55	11,252.45	60.42%	28,432.00	5,500.00	33,932.00	19.54%		33,932.00	19.34%
001 210 5586 000	POL	Other Supplies - Ammunition	9,386.79	12,841.71	10,200.00	11,173.50	(973.50)	109.54%	10,200.00	3,500.00	13,700.00	34.31%		13,700.00	34.31%
001 210 5710 000	POL	POL Travel	1,619.23	1,240.68	5,000.00	767.11	4,232.89	15.34%	5,000.00		5,000.00	0.00%		5,000.00	0.00%
001 210 5730 000	POL	Dues Subscriptions & Membershi	10,131.00	12,346.00	11,000.00	8,806.00	2,194.00	80.05%	11,000.00		11,000.00	0.00%		11,000.00	0.00%
001 210 5780 000	POL	POL Other Unclassified Items	1,009.23	658.49	2,000.00	609.00	1,391.00	30.45%	2,000.00		2,000.00	0.00%		2,000.00	0.00%
001 210 5782 000	POL	Matching Grant Funds			-		0.00				-			-	
001 210 5850 000	POL	Additional Equipment	1,480.50	3,002.64	1,500.00	1,267.89	232.11	84.53%	1,500.00		1,500.00	0.00%		1,500.00	0.00%
001 210 5870 000	POL	Replacement Equipment	10,917.93	9,383.29	4,000.00	1,099.99	2,900.01	27.50%	4,000.00		4,000.00	0.00%		4,000.00	0.00%
001 210	000	POL FIREARMS					0.00				-			-	
		POL Police Detail Tracking Software					0.00			7,800.00	7,800.00			7,800.00	
			268,378.06	291,579.02	274,292.00	128,300.56	145,991.44	46.78%	274,292.00	28,383.00	302,675.00		0.00	294,875.00	
DEPT TOTAL:			2,309,106.32	2,469,639.87	2,542,426.00	1,242,617.31	1,299,808.69	48.88%	2,545,640.00	134,475.00	2,680,115.00	5.28%	0.00	2,672,315.00	4.98%

AUTHORIZED SIGNATURE: _____

3/25/2016

TOWN OF TYNGSBOROUGH, MASSACHUSETTS
BUDGET ~ FY 2017

BUDGET FORM A
 Departmental Request / 211-PST

DEPARTMENT Police Station
 CODE 211

Account Number	DEPT CODE	ACCOUNT NAME	FY14	FY15	FY16	FY16	FY16	FY16	FY16	FY16	FY16	DEPARTMENT BUDGET	FY17	FY17	FY17	FY17	FY17		
			EXPENDED	EXPENDED	BUDGET	ADIMTS	REFS	APPROP TRNSFRS	ENC	AMENDED BUDGET	EXPENDED thru 12/31/15		REMAINING BALANCE	% CHANGE	CHANGES / GROWTH	TOTAL DEPT BUDGET	% CHANGE	PROPOSED CHANGES	FINAL PROPOSED BUDGET
001 211 511R 000	PST	S & W - Custodian	23,208.16	23,857.86	23,870.00					23,870.00	11,466.94	12,403.16	48.04%	23,870.00	475.02	24,345.02	1.99%	24,345.02	1.99%
001 211 519S 000	PST	Custodial Uniform Allowance	825.00	601.00	601.00					601.00	601.00	0.00	100.00%	601.00		601.00	0.00%	601.00	0.00%
			24,033.16	24,458.86	24,471.00	0.00	0.00	0.00	0.00	24,471.00	12,067.84	12,403.16	49.33%	24,471.00	475.02	24,946.02	0.00%	24,946.02	0.00%
001 211 5210 000	PST	Electricity	19,840.64	22,695.20	21,000.00					21,000.00	9,824.45	11,175.55	46.79%	21,000.00		21,000.00	0.00%	21,000.00	0.00%
001 211 5220 000	PST	Natural Gas	3,778.36	3,746.57	10,600.00					10,600.00	285.43	10,314.57	2.69%	10,600.00		10,600.00	0.00%	10,600.00	0.00%
001 211 5230 000	PST	Water	1,119.97	732.79	1,000.00					1,000.00	448.57	551.43	44.86%	1,000.00		1,000.00	0.00%	1,000.00	0.00%
001 211 5235 000	PST	Sewer	300.00	300.00	300.00					300.00	0.00	300.00	0.00%	300.00		300.00	0.00%	300.00	0.00%
001 211 5240 000	PST	Repairs & Maint	14,590.17	23,587.31	12,000.00					12,000.00	12,574.86	(974.86)	108.12%	12,000.00	3,000.00	15,000.00	25.00%	15,000.00	25.00%
001 211 5430 000	PST	Maintenance Supplies	2,863.17	2,848.87	3,000.00					3,000.00	1,189.97	1,810.03	39.67%	3,000.00		3,000.00	0.00%	3,000.00	0.00%
001 211 5850 000	PST	Additional Equipment	5,357.54	1,589.03	1,000.00					1,000.00	1,006.49	(6.49)	100.65%	1,000.00		1,000.00	0.00%	1,000.00	0.00%
			47,849.85	55,499.77	48,900.00	0.00	0.00	0.00	0.00	48,900.00	25,729.77	23,170.23	52.62%	48,900.00	3,000.00	51,900.00	0.00%	51,900.00	0.00%
DEPT TOTAL:			71,883.01	79,958.63	73,371.00	0.00	0.00	0.00	0.00	73,371.00	37,797.61	35,573.39	51.52%	73,371.00	3,475.02	76,846.02	4.74%	76,846.02	4.74%

AUTHORIZED SIGNATURE: _____

3/25/2016

TOWN OF TYNGSBOROUGH, MASSACHUSETTS
BUDGET ~ FY 2017

BUDGET FORM A
 Departmental Request / 215-ECC

DEPARTMENT Communication Center
 CODE 215

Account Number	DEPT CODE	ACCOUNT NAME	FY14	FY15	FY16	FY16	FY16	FY16	FY16	FY16	FY16	FY16	FY16	FY16	FY16	FY16	FY16	FY17	FY17	FY17	FY17	FY17	FY17
			EXPENDED	EXPENDED	BUDGET	ADJMTS	RFTs	APPROP TRNSFRS	ENC	AMENDED BUDGET	EXPENDED thru 12/31/15	REMAINING BALANCE	% CHG	DEPARTMENT BUDGET	CHANGES / GROWTH	TOTAL DEPT BUDGET	% CHANGE	PROPOSED CHANGES	FINAL PROPOSED BUDGET	% CHANGE			
001 215 5110 000	ECC	Salaries & Wages - Salaried	244,175.67	246,218.57	273,480.00					273,480.00	141,241.33	48.35%	273,480.00	79,565.84	353,045.84	29.09%		353,045.84	29.09%				
001 215 5130 000	ECC	Addl Gross Wages - Overtime	43,460.18	46,849.09	30,800.00					30,800.00	24,046.69	28.07%	30,800.00	2,820.00	33,620.00	9.16%		33,620.00	9.16%				
001 215 5140 000	ECC	Addl Gross Wages - Differentia	8,404.59	7,945.37	13,200.00					13,200.00	4,193.20	31.77%	13,200.00		13,200.00	0.00%		13,200.00	0.00%				
001 215 5150 000	ECC	Holiday Day	15,893.04	16,597.65	20,000.00					20,000.00	14,031.94	20.16%	20,000.00	(2,000.00)	18,000.00	-10.00%		18,000.00	-10.00%				
			311,933.48	317,611.18	337,480.00	0.00	0.00	0.00	0.00	337,480.00	174,510.50	51.71%	337,480.00	80,385.84	417,865.84		0.00	417,865.84					
001 215 5244 000	ECC	Computer Maintenance Contract		11,886.84	11,000.00					11,000.00	8,776.31	29.78%	11,000.00		11,000.00	0.00%		11,000.00	0.00%				
001 215 5255 000	ECC	Repairs & Maint - Communi	12,952.16	6,000.00	6,000.00					6,000.00	0.00	0.00%	6,000.00		6,000.00	0.00%		6,000.00	0.00%				
001 215 5308 000	ECC	Conferences & Training Seminar	3,119.30	2,012.70	3,000.00					3,000.00	819.65	27.37%	3,000.00		3,000.00	0.00%		3,000.00	0.00%				
001 215 5340 000	ECC	Telephone	18,204.03	20,813.80	24,000.00					24,000.00	11,430.37	47.61%	24,000.00		24,000.00	0.00%		24,000.00	0.00%				
001 215 5385 000	ECC	Laundry & Cleaning Services	1,500.00	1,800.00	1,800.00					1,800.00	1,500.00	83.33%	1,800.00	300.00	2,100.00	16.67%		2,100.00	16.67%				
001 215 5420 000	ECC	Office Supplies	442.58	1,344.95	1,200.00					1,200.00	380.09	31.67%	1,200.00		1,200.00	0.00%		1,200.00	0.00%				
001 215 5583 000	ECC	Uniforms	5,100.00	5,100.00	8,000.00					8,000.00	2,832.94	35.41%	8,000.00	850.00	8,850.00	10.63%		8,850.00	10.63%				
001 215 5850 000	ECC	Additional Equipment	6,216.87	1,742.65	2,500.00					2,500.00	1,327.16	53.09%	2,500.00		2,500.00	0.00%		2,500.00	0.00%				
001 215 5870 000	ECC	Replacement Equipment	4,988.54	5,410.52	5,000.00					5,000.00	3,943.33	78.87%	5,000.00	7,000.00	12,000.00	140.00%		12,000.00	140.00%				
			52,523.58	56,311.46	62,500.00	0.00	0.00	0.00	0.00	62,500.00	31,009.85	49.62%	62,500.00	8,150.00	70,650.00		0.00	70,650.00					
		DEPT TOTAL:	364,457.06	373,722.64	399,980.00	0.00	0.00	0.00	0.00	399,980.00	205,520.35	51.38%	399,980.00	88,535.84	488,515.84	22.14%	0.00	488,515.84	22.14%				

AUTHORIZED SIGNATURE: _____

3/25/2016

TOWN OF TYNGSBOROUGH, MASSACHUSETTS
BUDGET ~ FY 2017

BUDGET FORM A
 Departmental Request / 175-PBD

DEPARTMENT Planning Board
 CODE 175

Account Number	DEPT CODE	ACCOUNT NAME	FY14	FY15	FY16	FY16	FY16	FY16	FY16	FY16	FY16	FY16	FY16	FY16	FY16	FY16	FY17	FY17	FY17	FY17	FY17		
			EXPENDED	EXPENDED	BUDGET	ADJMTS	RFTS	APPROP TRNSFRS	ENC	AMENDED BUDGET	EXPENDED thru 12/31/15	REMAINING BALANCE	% CHANGE	DEPARTMENT BUDGET	CHANGES / GROWTH	TOTAL DEPT BUDGET	% CHANGE	PROPOSED CHANGES	FINAL PROPOSED BUDGET	% CHANGE			
001 175 5115 000	PBD	Salaries & Wages - Planner	0.00	0.00	-					-	0.00	0.00	0.00	0.00	0.00	0.00	28,000.00		28,000.00	0.00%		-	-100.00%
001 175 5115 000	PBD	Salaries & Wages - Clerical	19,407.96	20,138.83	21,125.00					21,125.00	10,135.41	10,989.59	47.98%				21,830.00		21,830.00	0.00%		-	-100.00%
			19,407.96	20,138.83	21,125.00	0.00	0.00	0.00	0.00	21,125.00	10,135.41	10,989.59	47.98%				49,830.00	0.00	49,830.00		0.00		
001 175 5245 000	PRD	Repairs & Maint - Office Equip		127.45	400.00					400.00		400.00	0.00%				400.00		400.00	0.00%		400.00	0.00%
001 175 5306 000	PBD	Engineering Services	5,842.30	5,152.00	6,180.00					6,180.00	391.55	5,788.45	6.34%				6,180.00		6,180.00	0.00%		6,180.00	0.00%
001 175 5311 000	PBD	Legal Notices		1,046.36	800.00					800.00		800.00	0.00%				800.00		800.00	0.00%		800.00	0.00%
001 175 5345 000	PBD	Postage	27.49	18.72	200.00					200.00	3.40	196.60	1.70%				200.00		200.00	0.00%		200.00	0.00%
001 175 5380 000	PBD	Other Purchased Services	65.00		-					-		0.00										-	
001 175 5420 000	PBD	Office Supplies	183.33	210.49	300.00					300.00	144.04	155.96	48.01%				300.00		300.00	0.00%		300.00	0.00%
			6,118.12	6,555.02	7,880.00	0.00	0.00	0.00	0.00	7,880.00	538.99	7,341.01					7,880.00	0.00	7,880.00		0.00	7,880.00	
DEPT TOTAL:			25,526.08	26,693.85	29,005.00	0.00	0.00	0.00	0.00	29,005.00	10,674.40	18,330.60	64.80%				57,710.00	0.00	57,710.00	0.00%	0.00	7,880.00	-86.15%

AUTHORIZED SIGNATURE: _____

3/25/2016

TOWN OF TYNGSBOROUGH, MASSACHUSETTS
BUDGET ~ FY 2017

BUDGET FORM A
 Departmental Request / 192-PBP

DEPARTMENT Public Buildings and Prop
 CODE 192

Account Number	DEPT CODE	ACCOUNT NAME	FY14	FY15	FY16	FY16	FY16	FY16	FY16	FY16	FY16	FY16	FY16	FY17	FY17	FY17	FY17	FY17	
			EXPENDED	EXPENDED	BUDGET	ADJSTS	RFTs	APPROP TRNSFRS	ENC	AMENDED BUDGET	EXPENDED thru 12/31/15	REMAINING BALANCE	% CHANGE	DEPARTMENT BUDGET	CHANGES / GROWTH	TOTAL DEPT BUDGET	% CHANGE	PROPOSED CHANGES	FINAL PROPOSED BUDGET
001 192 5120 000	PBD	SAL & WAGES - "OLD TY" CLEANING	0.00	1,870.00	3,000.00					3,000.00	2,124.00	876.00	70.80%	6,500.00	0.00	6,500.00	0.00%	6,500.00	0.00%
			0.00	1,870.00	3,000.00	0.00	0.00	0.00	0.00	3,000.00	2,124.00	876.00	70.80%	6,500.00	0.00	6,500.00	0.00%	6,500.00	0.00%
001 192 5210 000	PBP	Electricity - Town Hall	30,439.36	34,814.60	28,350.00					28,350.00	12,686.32	15,663.68	44.75%	26,000.00		26,000.00	0.00%	26,000.00	0.00%
001 192 5211 000	PBP	Electricity - Other Town Bldgs	4,352.45	1,418.01	3,255.00					3,255.00	576.34	2,678.66	17.71%	3,255.00		3,255.00	0.00%	3,255.00	0.00%
001 192 5220 000	PBP	Natural Gas	20,855.87	18,185.57	16,000.00					16,000.00	859.61	15,140.39	3.87%	16,000.00		16,000.00	0.00%	16,000.00	0.00%
001 192 5221 000	PBP	Natural Gas - Other Town Bldgs	3,852.34	1,360.91	1,500.00					1,500.00	110.97	1,389.03	7.40%	1,500.00		1,500.00	0.00%	1,500.00	0.00%
001 192 5230 000	PBP	Water	7,635.68	3,025.10	15,000.00					15,000.00	3,850.91	11,149.09	25.67%	12,000.00		12,000.00	0.00%	12,000.00	0.00%
001 192 5231 000	PBP	Water - Other Town Bldgs	396.72	764.48	800.00					800.00	632.24	(332.24)	210.75%	1,200.00		1,200.00	0.00%	1,200.00	0.00%
001 192 5238 002	PBP	OLD TOWN HALL - Utilities		6,949.34							3,018.52	(3,918.52)		5,000.00		5,000.00	0.00%	5,000.00	0.00%
001 192 5240 000	PBP	Repairs & Maint - Buildings	90,251.80	21,823.12	27,500.00					27,500.00	24,876.93	2,623.07	90.48%	27,500.00		27,500.00	0.00%	27,500.00	0.00%
001 192 5240 002	PBP	OLD TOWN HALL - BLDG RPRS & MAINT		2,814.40							1,429.00	(1,429.00)							
001 192 5245 000	PBP	Repairs & Maint - Office Equip	192.50	312.50	1,000.00					1,000.00	2,389.52	(1,389.52)	238.95%	2,500.00		2,500.00	0.00%	2,500.00	0.00%
001 192 5282 000	PBP	Rental - Office Equipment	-14.18									0.00							
001 192 5240 002	PBP	OLD TOWN HALL - CLEANING EXP										0.00		500.00		500.00	0.00%	500.00	0.00%
001 192 5340 000	PBP	Telephone	9,214.08	8,173.39	10,000.00					10,000.00	3,284.84	6,715.16	32.85%	9,500.00		9,500.00	0.00%	9,500.00	0.00%
001 192 5420 000	PBP	Office Supplies	2,116.77	2,364.66	6,000.00					6,000.00	879.28	5,120.72	34.65%	4,500.00		4,500.00	0.00%	4,500.00	0.00%
001 192 5430 000	PBP	Building & Equip R&M Supplies	7,284.17	6,410.17	6,000.00	(197.25)				5,802.75	3,727.17	1,875.58	16.52%	5,600.00		5,600.00	0.00%	5,600.00	0.00%
001 192 5430 002	PBP	OLD TOWN HALL - BLDG SUPPLIES/EQUIP									237.00	(237.00)							
001 192 5460 000	PBP	Groundskeeping Supplies	462.67		250.00					250.00	138.50	111.50	55.40%	750.00		750.00	0.00%	750.00	0.00%
001 192 5790 000	PBP	Sherburne Property	4,998.55	3,521.40	10,000.00					10,000.00	844.59	9,155.41	8.45%	10,000.00		10,000.00	0.00%	10,000.00	0.00%
001 192 5790 000	PBP	Furniture & Fixtures (NEW SR CENTER)		21,640.22								0.00							
			122,038.88	133,577.87	125,155.00	-397.25	0.00	0.00	0.00	124,757.75	59,541.74	65,216.01	47.71%	125,805.00	0.00	125,805.00	0.00%	125,805.00	0.00%
DEPT TOTAL:			122,038.88	135,447.87	128,155.00	-397.25	0.00	0.00	0.00	127,757.75	61,665.74	66,092.01	48.27%	132,305.00	0.00	132,305.00	0.00%	132,305.00	0.00%

AUTHORIZED SIGNATURE: _____

TOWN OF TYNGSBOROUGH
Capital Asset REQUEST 2017 - 2021
March 21, 2016

Dept	Tracking #	Description	Total Cost	2017	2018	2019	2020	2021	
<u>Fire</u>	220-17-01	Ambulance	\$200,000.00	\$200,000.00					
	220-17-02	Replace radios	\$24,000.00	\$24,000.00					
	220-19-01	Replace Engine 3	\$450,000.00			\$450,000.00			
	Total Fire			\$674,000.00	\$224,000.00	\$0.00	\$450,000.00	\$0.00	\$0.00
<u>Highway</u>	425-17-01	6-wh Dump Truck w/Plow & Sander (T-3) Replace	\$170,000.00	\$170,000.00					
	425-17-02	3/4 Ton Truck w/Plow (old T5)	\$50,000.00	\$50,000.00					
	425-18-01	6-wh Dump Truck w/Plow & Sander (T-15) Replace	\$170,000.00		\$170,000.00				
	425-18-02	1-Ton Truck w/Plow (T-6) Replace	\$60,000.00		\$60,000.00				
	425-19-01	6-wh Dump Truck w/Plow & Sander (T-17) Replace	\$170,000.00			\$170,000.00			
	425-20-01	6-wh dump truck w/Plow and sander (T8)	\$170,000.00				\$170,000.00		
	425-20-02	Bobcat (1997) Replace	\$50,000.00				\$50,000.00		
	425-21-01	1-ton utility truck w/Plow (T18)	\$60,000.00					\$60,000.00	
Total Highway			\$900,000.00	\$220,000.00	\$230,000.00	\$170,000.00	\$220,000.00	\$60,000.00	
<u>Police</u>	210-17-01	Portable Radio's	\$30,676.00	\$30,676.00					
	210-17-02	Evidence Barcode Scanner	\$3,607.00	\$3,607.00					
	210-17-03	Tasers	\$4,567.00	\$4,567.00					
	210-17-04	Defibrillators	\$4,370.00	\$4,370.00					
	210-17-05	Replace Radar Units	\$8,780.00	\$8,780.00					
	210-18-01	Building Window Replacement	\$20,000.00		\$20,000.00				
	210-18-02	Building exterior stairs & replacement	\$15,000.00		\$15,000.00				
	210-18-03	Cell Block Sand/Repaint & Bldg Int. Repaint	\$10,000.00		\$10,000.00				
	210-18-04	Central Air Conditioning	\$30,000.00		\$30,000.00				
	210-19-01	Building Addition/Training Room	\$150,000.00			\$150,000.00			
	210-19-02	Parking lot paved	\$35,000.00			\$35,000.00			
	Total Police			\$312,000.00	\$52,000.00	\$75,000.00	\$185,000.00	\$0.00	\$0.00
	<u>TA/Selectmen</u>	122-17-01	Town Hall office improvements	\$62,847.00	\$62,847.00				
122-18-01		Building Security/Maintenance (FY17 Study)	\$75,000.00		\$75,000.00				
122-18-02		Town Hall furniture replacement	\$15,000.00		\$15,000.00				
122-19-01		OPM/Designer for Public Safety Building	\$900,000.00			\$900,000.00			
122-20-01		Public Safety Building	\$13,500,000.00				\$13,500,000.00		
122-21-01		Building Maintenance	\$75,000.00					\$75,000.00	
Total Selectmen			\$14,627,847.00	\$62,847.00	\$90,000.00	\$900,000.00	\$13,500,000.00	\$75,000.00	
<u>IT</u>	193-17-01	Town Hall Phone System replacement	\$21,000.00	\$21,000.00					
	193-17-02	Fiber-optic Cable Installation	\$35,000.00	\$35,000.00					
	193-18-01	New Computers	\$16,000.00		\$16,000.00				
	193-19-01	New Computers	\$16,000.00			\$16,000.00			
	193-20-01	Town Hall Server upgrade	\$33,000.00				\$33,000.00		
	193-21-01	New Computers						\$16,000.00	
Total Selectmen			\$137,000.00	\$56,000.00	\$16,000.00	\$16,000.00	\$33,000.00	\$16,000.00	
<u>Library</u>	610-18-01	Library & Community Room Carpet	\$94,000.00		\$94,000.00				
	510-18-02	Library Interior Painting	\$75,000.00		\$75,000.00				
Total Cemetery			\$169,000.00	\$0.00	\$169,000.00	\$0.00	\$0.00	\$0.00	

0713

TOWN OF TYNGSBOROUGH
Capital Asset REQUEST 2017 - 2021

March 21, 2016

Dept	Tracking #	Description	Total Cost	2017	2018	2019	2020	2021	
Cemetery	491-18-01	1-ton Pick-up Truck Replace	\$50,000.00		\$50,000.00				
	491-19-01	Road at Memorial Cemetery Pave	\$17,500.00			\$17,500.00			
		Total Cemetery	\$67,500.00	\$0.00	\$50,000.00	\$17,500.00	\$0.00	\$0.00	
School	300-17-01	Technology Replacement Cycle***	\$250,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	
	300-17-02	Maintenance Vehicle	\$45,000.00	\$45,000.00					
	300-17-03	Security Upgrades TPS	\$250,000.00	\$250,000.00					
	300-17-04	Paving Plan**	\$150,000.00	\$50,000.00		\$50,000.00		\$50,000.00	
	300-17-05	TPS Furniture Replacement Cycle	\$50,000.00		\$25,000.00		\$25,000.00		
	300-17-06	Maintenance Replacement Cycle	\$50,000.00		\$25,000.00		\$25,000.00		
	300-17-07	THS Cafeteria Floor	\$70,000.00	\$70,000.00					
	300-17-08	TES Phone Replacement	TBD						
	300-18-01	Asbestos Abatement TMS***	\$340,000.00		\$40,000.00	\$100,000.00	\$100,000.00	\$100,000.00	
	300-18-02	Windows - TMS*****	\$500,000.00		\$500,000.00				
	300-18-03	Bleachers - TMS*****	\$100,000.00		\$100,000.00				
	300-18-04	Generator - TMS*****	\$75,000.00		\$75,000.00				
	300-18-05	Ceiling Refurbish - TMS*****	\$180,000.00		\$180,000.00				
	300-18-06	Restrooms - TMS*****	\$120,000.00		\$120,000.00				
	300-19-01	THS Renovations	\$750,000.00			\$750,000.00			
	300-19-02	THS Auditorium*****	\$1,750,000.00			\$1,750,000.00			
	300-19-03	Norris Rd.Athletic Field Complex*****	\$1,400,000.00			\$1,400,000.00			
	300-20-01	HVAC - Lakeview*****	\$750,000.00				\$750,000.00		
	300-20-02	Windows/Doors- Lakeview*****	\$300,000.00				\$300,000.00		
	300-20-03	Generator - Lakeview*****	\$80,000.00				\$80,000.00		
		Total School	\$6,080,000.00	\$465,000.00	\$1,115,000.00	\$4,100,000.00	\$1,330,000.00	\$200,000.00	
		** Preventive Maintenance Plan							
		*** 5 year plan							
	***** Feasibility Study Completed								
	*****Potential MSBA Projects*****								
Sewer	600-16-00	Phase I West Construction and Administration	\$7,300,000.00	\$7,300,000.00					
	600-16-01	Quick Disconnect Switches for Portable Generator	\$15,000.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00		
	600-16-02	Upgrades to Phalanx Station	\$50,000.00	\$50,000.00					
	600-16-03	Additional Wet Well at Flints - Study	\$10,000.00	\$10,000.00					
	600-16-04	Audrey Avenue Pump Station repairs/upgrades	\$10,000.00	\$10,000.00					
	600-16-05	Replace or Repair 20+ year old pumps at stations	\$20,000.00	\$20,000.00					
	600-16-06	Phase II Design	\$750,000.00	\$750,000.00					
	600-16-07	I & I Repairs	\$100,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	
	600-16	Phase II Construction and Administration	\$8,820,000.00	\$8,820,000.00					
		Total Sewer	\$17,075,000.00	\$16,983,750.00	\$23,750.00	\$23,750.00	\$23,750.00	\$20,000.00	
GRAND TOTAL				2017	2018	2019	2020	2021	
Grand Total Cost			\$39,736,347.00	\$18,007,597.00	\$1,583,750.00	\$5,846,250.00	\$15,073,750.00	\$355,000.00	

TOWN OF TYNGSBOROUGH
USE OF FREE CASH

FY16

AVAILABLE FUNDS AS OF JULY 1, 2015

Certified by Mass DOR - Director of Accounts (MAR, 2016,

\$ 1,101,059.00

RECAP	DATE OF VOTE	MTG	EFFECTIVE DATE	FY	DESIGNATION/PURPOSE	AMOUNT	NOTES
RECAP FY17	05/17/16	ATM	05/17/16	FY16	ART XX: TYNGSBOROUGH PUBLIC SCHOOLS	\$ (139,965.56)	(MEDICAID REIMBURSEMENTS)

RECAP FY17	ATM	FY17	STABILIZATION FUND	\$ (326,771.77)	34.0%
RECAP FY17	ATM	FY17	CAPITAL ASSET STABILIZATION FUND	\$ (249,884.29)	26.0%
RECAP FY17	ATM	FY17	OPEB	\$ (52,860.14)	5.5%
RECAP FY17	ATM	FY17	COMPENSATED ABSENCES FUND	\$ (48,054.67)	5.0%
RECAP FY17	ATM	FY17	CAPITAL PROJECTS	\$ (283,523.00)	

BALANCE OF UNAPPROPRIATED FREE CASH **\$ (0.44)**
TO BE NOTED ON THE FY16 RECAP

\$24,000	Fire	Radio			
\$30,676	Police	Radio			
\$50,000	Highway	Truck			
\$62,847	TA/BOS	Town Hall	FY16	STABILIZATION FUND	\$ 895,204.35
\$21,000	I.T.	Phones	FY17		\$ 326,771.77
\$50,000	School	Tech			\$ 1,221,976.12
\$45,000	School	Truck			
<hr/>					
\$283,523	TOTAL		FY16	CAPITAL ASSET STABILIZATION FUND	\$ 317,190.33
			FY17		\$ 249,884.29
					\$ 567,074.62
			FY16	OPEB	\$ 91,579.24
			FY17		\$ 52,860.14
					\$ 144,439.38
			FY16	COMPENSATED ABSENCES FUND	\$ 116,505.08
			FY17		\$ 48,054.67
					\$ 164,559.75



TOWN OF TYNGSBOROUGH
Capital Asset Management Committee
25 Bryants Lane
Tyngsborough, MA 01879

Meeting Notice

Monday, March 21, 2016 at 6:30 PM
Meeting Room #1
Town Hall, 25 Bryants Lane

AGENDA

- Review proposed capital asset projects for FY17-21.
 - 1) Fire Department
 - 2) Highway Department
 - 3) Police Department
 - 4) Town Administration/Selectmen
 - 5) Information Technology
 - 6) Library
 - 7) Cemetery Department
 - 8) School Department
 - 9) Sewer

- Other Discussion Before the Committee

- Set Next Meeting Date

- Adjournment

TOWN OF TYNGSBOROUGH

CAPITAL ASSET REQUEST 2017 - 2021

TOWN OF TYNGSBOROUGH
Capital Asset REQUEST 2017 - 2021

March 11, 2016

Dept	Tracking #	Description	Total Cost	2017	2018	2019	2020	2021
<u>Fire</u>	220-17-01	Ambulance	\$200,000.00	\$200,000.00				
	220-17-02	Replace radios	\$24,000.00	\$24,000.00				
	220-19-01	Replace Engine 3	\$450,000.00			\$450,000.00		
	Total Fire		\$674,000.00	\$224,000.00	\$0.00	\$450,000.00	\$0.00	\$0.00
<u>Highway</u>	425-17-01	6-wh Dump Truck w/Plow & Sander (T-3) Replace	\$170,000.00	\$170,000.00				
	425-17-02	3/4 Ton Truck w/Plow (old T5)	\$50,000.00	\$50,000.00				
	425-18-01	6-wh Dump Truck w/Plow & Sander (T-15) Replace	\$170,000.00		\$170,000.00			
	425-18-02	1-Ton Truck w/Plow (T-6) Replace	\$60,000.00		\$60,000.00			
	425-19-01	6-wh Dump Truck w/Plow & Sander (T-17) Replace	\$170,000.00			\$170,000.00		
	425-20-01	6-wh dump truck w/Plow and sander (T8)	\$170,000.00				\$170,000.00	
	425-20-02	Bobcat (1997) Replace	\$50,000.00				\$50,000.00	
	425-21-01	1-ton utility truck w/Plow (T18)	\$60,000.00					\$60,000.00
Total Highway		\$900,000.00	\$220,000.00	\$230,000.00	\$170,000.00	\$220,000.00	\$60,000.00	
<u>Police</u>	210-17-01	Portable Radio's	\$30,676.00	\$30,676.00				
	210-17-02	Evidence Barcode Scanner	\$3,607.00	\$3,607.00				
	210-17-03	Tasers	\$4,567.00	\$4,567.00				
	210-17-04	Defibrillators	\$4,370.00	\$4,370.00				
	210-17-05	Replace Radar Units	\$8,780.00	\$8,780.00				
	210-18-01	Building Window Replacement	\$20,000.00		\$20,000.00			
	210-18-02	Building exterior stairs & replacement	\$15,000.00		\$15,000.00			
	210-18-03	Cell Block Sand/Repaint & Bldg Int. Repaint	\$10,000.00		\$10,000.00			
	210-18-04	Central Air Conditioning	\$30,000.00		\$30,000.00			
	210-19-01	Building Addition/Training Room	\$150,000.00			\$150,000.00		
	210-19-02	Parking lot paved	\$35,000.00			\$35,000.00		
	Total Police		\$312,000.00	\$52,000.00	\$75,000.00	\$185,000.00	\$0.00	\$0.00
	<u>TA/Selectmen</u>	122-17-01	Town Hall office improvements	\$80,000.00	\$80,000.00			
122-18-01		Building Security/Maintenance (FY17 Study)	\$75,000.00		\$75,000.00			
122-18-02		Town Hall furniture replacement	\$15,000.00		\$15,000.00			
122-19-01		OPM/Designer for Public Safety Building	\$900,000.00			\$900,000.00		
122-20-01		Public Safety Building	\$13,500,000.00				\$13,500,000.00	
122-21-01		Building Maintenance	\$75,000.00					\$75,000.00
Total Selectmen		\$14,645,000.00	\$80,000.00	\$90,000.00	\$900,000.00	\$13,500,000.00	\$75,000.00	
<u>IT</u>	193-17-01	Town Hall Phone System replacement	\$30,000.00	\$30,000.00				
	193-17-02	Fiber-optic Cable Installation	\$35,000.00	\$35,000.00				
	193-18-01	New Computers	\$16,000.00		\$16,000.00			
	193-19-01	New Computers	\$16,000.00			\$16,000.00		
	193-20-01	Town Hall Server upgrade	\$33,000.00				\$33,000.00	
	193-21-01	New Computers						\$16,000.00
Total Selectmen		\$146,000.00	\$65,000.00	\$16,000.00	\$16,000.00	\$33,000.00	\$16,000.00	
<u>Library</u>	610-18-01	Library & Community Room Carpet	\$94,000.00		\$94,000.00			
	610-18-02	Library Interior Painting	\$75,000.00		\$75,000.00			
	Total Cemetery		\$169,000.00	\$0.00	\$169,000.00	\$0.00	\$0.00	\$0.00

TOWN OF TYNGSBOROUGH
Capital Asset REQUEST 2017 - 2021
March 11, 2016

Dept	Tracking #	Description	Total Cost	2017	2018	2019	2020	2021
Cemetery	491-18-01	1-ton Pick-up Truck Replace	\$50,000.00		\$50,000.00			
	491-19-01	Road at Memorial Cemetery Pave	\$17,500.00			\$17,500.00		
		Total Cemetery	\$67,500.00	\$0.00	\$50,000.00	\$17,500.00	\$0.00	\$0.00
Sewer	600-16-00	Phase I West Construction and Administration	\$7,300,000.00	\$7,300,000.00				
FY2016	600-16-01	Quick Disconnect Switches for Portable Generator	\$15,000.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	
	600-16-02	Upgrades to Phalanx Station	\$50,000.00	\$50,000.00				
	600-16-03	Additional Wet Well at Flints - Study	\$10,000.00	\$10,000.00				
	600-16-04	Audrey Avenue Pump Station repairs/upgrades	\$10,000.00	\$10,000.00				
	600-16-05	Replace or Repair 20+ year old pumps at stations	\$20,000.00	\$20,000.00				
	600-16-06	Phase II Design	\$750,000.00	\$750,000.00				
	600-16-07	I & I Repairs	\$100,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
	500-16	Phase II Construction and Administration	\$8,820,000.00	\$8,820,000.00				
		Total Sewer	\$17,075,000.00	\$16,983,750.00	\$23,750.00	\$23,750.00	\$23,750.00	\$20,000.00
School	300-17-01	Technology Replacement Cycle***	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$250,000.00
	300-17-02	Maintenance Vehicle	\$45,000.00					
	300-17-03	Security Upgrades TPS	\$250,000.00					\$250,000.00
	300-17-04	Paving Plan**	\$50,000.00		\$50,000.00		\$50,000.00	\$150,000.00
	300-17-05	TPS Furniture Replacement Cycle		\$25,000.00		\$25,000.00		\$50,000.00
	300-17-06	Maintenance Replacement Cycle		\$25,000.00		\$25,000.00		\$50,000.00
	300-17-07	THS Cafeteria Floor	\$70,000.00					
	300-17-08	TES Phone Replacement	TBD					
	300-18-01	Asbestos Abatement TMS***		\$40,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$440,000.00
	300-18-02	Windows - TMS*****		\$500,000.00				\$500,000.00
	300-18-03	Bleachers - TMS*****		\$100,000.00				\$100,000.00
	300-18-04	Generator - TMS*****		\$75,000.00				\$75,000.00
	300-18-05	Ceiling Refurbish - TMS*****		\$180,000.00				\$180,000.00
	300-18-06	Restrooms - TMS*****		\$120,000.00				\$120,000.00
	300-19-01	THS Renovations			\$750,000.00			\$1,000,000.00
	300-19-02	THS Auditorium*****			\$1,750,000.00			\$1,750,000.00
	300-19-03	Norris Rd.Athletic Field Complex*****			\$1,400,000.00			\$1,400,000.00
	300-20-01	HVAC - Lakeview*****				\$750,000.00		\$750,000.00
	300-20-02	Windows/Doors- Lakeview*****				\$300,000.00		\$300,000.00
	300-20-03	Generator - Lakeview*****				\$80,000.00		\$80,000.00
		Total School	\$465,000.00	\$1,115,000.00	\$4,100,000.00	\$1,330,000.00	\$200,000.00	\$7,445,000.00
		** Preventive Maintenance Plan						
		*** 5 year plan						
		***** Feasibility Study Completed						
		*****Potential MSBA Projects*****						
		GRAND TOTAL		2017	2018	2019	2020	2021
		Grand Total Cost	\$34,138,500.00	\$18,674,750.00	\$4,568,750.00	\$3,076,250.00	\$13,943,750.00	\$7,600,000.00

2018 JAN 21 AM 9:39

BOARD OF SELECTMEN
TYNGSBOROUGH, MA.

**TYNGSBOROUGH FIRE DEPARTMENT
CAPITAL IMPROVEMENT REQUESTS
FY2017-2019**

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART III

Tracking # 22 - 17 - 01

Project Name: AMBULANCE

Purpose of Expenditure: (Check as appropriate)

- Scheduled Replacement
- Present Equipment Obsolete
- Replace Worn out Equipment
- Reduce personnel Time (i.e., Payroll Savings)
- Expanded Service
- New Operation
- Increased Safety
- Improve Procedures, Records, Etc.
- Regulatory Compliance

Estimated Usage of Requested Item: (Answer as appropriate)

Will this item be used on a seasonal basis only	<u>NO</u>
Months Used Per Year	<u>12</u>
Number of Weeks Used Per Year	<u>52</u>
Average Days Per Week Used	<u>7</u>
Average Hours Per Day Used	<u>24</u>
Estimated Useful Life (in Years)	<u>5</u>

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART I

Tracking # 22 - 17 - 01 Fiscal Year Needed: 17

Department Name: FIRE

Contact Person: TIM MADDEN Phone: 978 644-7671

Project Name: AMBULANCE

Expected Life of item 5 Years Is this a replacement item: NO

Total Current Estimated Cost \$ 200 K

Is there a GRANT in connection with this project NO If yes, please submit a copy

Is a Design, Study, Bid Specification, or consultant required for this project? NO

If yes, has this been completed? NO If yes, please submit details & copies of documents

Is this Regulatory Compliance Requirement? NO

Urgent Need: YES If yes, please explain NEW SERVICE

PART II

Detailed description to include explanation of need, general specification, with explanation of significance and reason for timing:

NEW SERVICE

Source of estimated costs (include copies of any backup information as appropriate):

STATE BID

Detailed explanation of impact on operating budget (include current & future impact, discuss impact if not funded)

NO IMPACT ON BUDGET

If item is replacing a like item (including vehicles or equipment), provide age, condition, mileage, etc of existing equipment to be replaced.

NOT REPLACEMENT



**Town of Tyngsborough
Capital Project Item Justification Request
Five Year Plan - Form 1
FY 2017 to FY 2021**

Part I

Tracking # 22-17-01 Dept. Name FIRE Contact Person/Tel # _____

Prepared by TIM MADDEN Signature _____ Date 2/2016

Fiscal Year Needed FY17 Project Name PORTABLE RADIOS

Expected Life of Item 10(Yrs) Is this a replacement Item Y Are Add'l Pages Attached _____

Total Current Estimated Cost \$24,000 Non-General Fund source: YES

Was a Grant applied for in connection with this project? NO If yes, submit a copy _____

Is a Design, Study, Bid Specification, or Consultant required for this project? NO
If yes, has this been completed? _____ (If yes, submit details and copies of documents
Including Consultant's Report)

Is this a Regulatory Compliance Requirement? _____

Urgent Need? (Y) N

Part II

Detailed description to include explanation of need, general specifications, with explanation of significance and reason for timing:

PORTABLE RADIOS USED FOR PUBLIC SAFETY

Source of estimated cost (include copies of any backup information as appropriate):

USED QUOTES OBTAINED FROM POLICE DEPT.

Detailed explanation of impact on operating budget (Include impact if funded, ie savings etc, and also if NOT funded):

N/A

If item is replacing a like item (including vehicles or equipment), list age, condition, mileage etc of equipment to be replaced.



Town of Tyngsborough
Capital Project Supplemental Information For Equipment Requests
Five Year Plan – Form 1
FY 2017 to FY 2021

Reference: Project Name PORTABLE RADIOS Tracking Number 22-17-08

Purpose of expenditure: (Check as appropriate)

- Scheduled Replacement
- Present Equipment Obsolete
- Replace Worn Out Equipment
- Reduce Personnel Time (ie, Payroll Savings)
- Expanded Service
- New Operation
- Increased Safety
- Improve Procedures, Records, Etc
- Regulatory Compliance

Usage: (Answer as appropriate)

Estimated Usage of Requested Item:

Will this item be used on a seasonal basis only?	<u>No</u>
Months Use per Year	<u>12</u>
Number of Weeks Use per Year	<u>52</u>
Average Days per Week Used	<u>7</u>
Average Hours per Day Used	<u>24</u>
Estimated Useful Life (in Years)	<u>10-20</u>

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART I

Tracking # 22 - 19 - 01 Fiscal Year Needed: 19

Department Name: FIRE DEPT

Contact Person: TIM MADDEN Phone: 978 649-7671

Project Name: REPLACE ENG 3

Expected Life of item 20 Years Is this a replacement item: YES

Total Current Estimated Cost \$ 450 K

Is there a GRANT in connection with this project NO If yes, please submit a copy

Is a Design, Study, Bid Specification, or consultant required for this project? NO

If yes, has this been completed? NO If yes, please submit details & copies of documents

Is this Regulatory Compliance Requirement? YES

Urgent Need: NO If yes, please explain _____

PART II

Detailed description to include explanation of need, general specification, with explanation of significance and reason for timing:

REPLACE 1999 ENGINE

Source of estimated costs (include copies of any backup information as appropriate):

CURRENT BID + INFLATION

Detailed explanation of impact on operating budget (include current & future impact, discuss impact if not funded)

REDUCE COST
MAINTAINING ISO RATING

If item is replacing a like item (including vehicles or equipment), provide age, condition, mileage, etc of existing equipment to be replaced.

ENG 3 FAIR CONDITION 58,000 M

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART III

Tracking # 22 - 19 - 01

Project Name: REPLACE ENG 3

Purpose of Expenditure: (Check as appropriate)

- Scheduled Replacement
- Present Equipment Obsolete
- Replace Worn out Equipment
- Reduce personnel Time (i.e., Payroll Savings)
- Expanded Service
- New Operation
- Increased Safety
- Improve Procedures, Records, Etc.
- Regulatory Compliance

Estimated Usage of Requested Item: (Answer as appropriate)

Will this item be used on a seasonal basis only	<u>NO</u>
Months Used Per Year	<u>12</u>
Number of Weeks Used Per Year	<u>52</u>
Average Days Per Week Used	<u>7</u>
Average Hours Per Day Used	<u>24</u>
Estimated Useful Life (in Years)	<u>20</u>

TYNGSBOROUGH HIGHWAY DEPARTMENT
CAPITAL IMPROVEMENT REQUEST 2017 - 2021



**Town of Tyngsborough
Capital Project Item Justification Request
Five Year Plan - Form 1
FY 2017 to FY 2021**

Part I

Tracking # 425 - 17 - 01 Dept Name Highway Contact Person/Tel # 649-2310
Prepared by James Hustins Signature James R. Hustins Date 1/22/16

Fiscal Year Needed 17 Project Name Replace 2002 6 wheel dump truck w/plow and sander (T3)

Expected Life of Item 10 (Yrs) Is this a replacement Item yes Are Add'l Pages Attached

Total Current Estimated Cost \$ 170,000.00 Non-General Fund source:

Was a Grant applied for in connection with this project? No If yes, submit a copy

Is a Design, Study, Bid Specification, or Consultant required for this project? No
If yes, has this been completed? No (If yes, submit details and copies of documents
Including Consultant's Report)

Is this a Regulatory Compliance Requirement? No

Urgent Need? Yes

Part II

Detailed description to include explanation of need, general specifications, with explanation of significance and reason for timing:

This vehicle is in danger of no longer passing state inspection.

Source of estimated cost (include copies of any backup information as appropriate):

Minuteman Trucking and Taylor and Lloyd Truck Sales

Detailed explanation of impact on operating budget (include impact if funded, ie savings etc, and also if NOT funded):

We currently do all the sanding with town equipment only. If any unit is out of service it may be necessary to rent or hire subcontract service to cover equipment needs.

If item is replacing a like item (including vehicles or equipment), list age, condition, mileage etc of equipment to be replaced

Replacing a 2002 6 wheel dump truck with plow and sander.



Town of Tyngsborough
Capital Project Supplemental Information For Equipment Requests
Five Year Plan – Form 1
FY 2017 to FY 2021

Reference: Project Name Replace dump truck w/plow and sander (T3) Tracking Number 425-17-01

Purpose of expenditure: (Check as appropriate)

- () Scheduled Replacement
- () Present Equipment Obsolete
- (X) Replace Worn Out Equipment
- () Reduce Personnel Time (ie, Payroll Savings)
- () Expanded Service
- () New Operation
- () Increased Safety
- () Improve Procedures, Records, Etc
- () Regulatory Compliance

Usage: (Answer as appropriate)

Estimated Usage of Requested Item:

Will this item be used on a seasonal basis only?	_____ <u>No</u> _____
Months Use per Year	_____ <u>12</u> _____
Number of Weeks Use per Year	_____ <u>52</u> _____
Average Days per Week Used	_____ <u>7</u> _____
Average Hours per Day Used	_____ <u>8</u> _____
Estimated Useful Life (in Years)	_____ <u>10</u> _____



Town of Tyngsborough
Capital Project Item Justification Request
Five Year Plan - Form 1
FY 2017 to FY 2021

Part I

Tracking # 425 - 17 - 02 Dept Name Highway Contact Person/Tel # 649-2310
 Prepared by James Hustins Signature James R. Hustins Date 1/22/16
 Fiscal Year Needed 16 Project Name Replace 1998 ¾ ton truck with plow (old T-5)

Expected Life of Item 10 (Yrs) Is this a replacement Item Yes Are Add'l Pages Attached

Total Current Estimated Cost \$ 50,000.00 Non-General Fund source:

Was a Grant applied for in connection with this project? No If yes, submit a copy

Is a Design, Study, Bid Specification, or Consultant required for this project? No
 If yes, has this been completed? No (If yes, submit details and copies of documents
 including Consultant's Report)

Is this a Regulatory Compliance Requirement? No

Urgent Need? Yes

Part II

Detailed description to include explanation of need, general specifications, with explanation of significance and reason for timing:

This vehicle is in danger of no longer passing state inspection.

Source of estimated cost (include copies of any backup information as appropriate):

Liberty Chevrolet

Detailed explanation of impact on operating budget (include impact if funded, ie savings etc, and also if NOT funded):

This is an everyday working vehicle used by the working foreman. Having a plow allows us more flexibility and usage for town property and road plowing. We currently plow all town roads along with hired subcontractors. If any unit is out of service it would be necessary to hire additional subcontractors to cover equipment needs.

If item is replacing a like item (including vehicles or equipment), list age, condition, mileage etc of equipment to be replaced

Replacing a 1998 ¾ ton truck with plow



Town of Tyngsborough
Capital Project Supplemental Information For Equipment Requests
Five Year Plan – Form 1
FY 2017 to FY 2021

Reference: Project Name Replace ¾ ton truck w/plow Tracking Number 425-17-02

Purpose of expenditure: (Check as appropriate)

- () Scheduled Replacement
- () Present Equipment Obsolete
- (X) Replace Worn Out Equipment
- () Reduce Personnel Time (ie, Payroll Savings)
- () Expanded Service
- () New Operation
- () Increased Safety
- () Improve Procedures, Records, Etc
- () Regulatory Compliance

Usage: (Answer as appropriate)

Estimated Usage of Requested Item:

Will this item be used on a seasonal basis only?	<u> No </u>
Months Use per Year	<u> 12 </u>
Number of Weeks Use per Year	<u> 52 </u>
Average Days per Week Used	<u> 7 </u>
Average Hours per Day Used	<u> 8 </u>
Estimated Useful Life (in Years)	<u> 10 </u>



**Town of Tyngsborough
Capital Project Item Justification Request
Five Year Plan - Form 1
FY 2017 to FY 2021**

Part I

Tracking # 425 - 18 - 01 Dept Name Highway Contact Person/Tel # 649-2310
 Prepared by James Hustins Signature James R. Hustins Date 1/22/16

Fiscal Year Needed 18 Project Name Replace 2002 6 wheel dump truck w/plow and sander (T15)

Expected Life of Item 10 (Yrs) Is this a replacement Item yes Are Add'l Pages Attached

Total Current Estimated Cost \$ 170,000.00 Non-General Fund source:

Was a Grant applied for in connection with this project? No If yes, submit a copy

Is a Design, Study, Bid Specification, or Consultant required for this project? No

If yes, has this been completed? No (If yes, submit details and copies of documents including Consultant's Report)

Is this a Regulatory Compliance Requirement? No

Urgent Need? Yes

Part II

Detailed description to include explanation of need, general specifications, with explanation of significance and reason for timing:

This vehicle is in danger of no longer passing state inspection.

Source of estimated cost (include copies of any backup information as appropriate):

Minuteman Trucking and Taylor and Lloyd Truck Sales

Detailed explanation of impact on operating budget (include impact if funded, ie savings etc, and also if NOT funded):

We currently do all the sanding with town equipment only. If any unit is out of service it may be necessary to rent or hire subcontract service to cover equipment needs.

If item is replacing a like item (including vehicles or equipment), list age, condition, mileage etc of equipment to be replaced

Replacing a 2002 6 wheel dump truck with plow and sander.



Town of Tyngsborough
Capital Project Supplemental Information For Equipment Requests
Five Year Plan – Form 1
FY 2017 to FY 2021

Reference: **Project Name** Replace dump truck w/plow and sander (T15) **Tracking Number** 425-18-01

Purpose of expenditure: (Check as appropriate)

- () Scheduled Replacement
- () Present Equipment Obsolete
- (X) Replace Worn Out Equipment
- () Reduce Personnel Time (ie, Payroll Savings)
- () Expanded Service
- () New Operation
- () Increased Safety
- () Improve Procedures, Records, Etc
- () Regulatory Compliance

Usage: (Answer as appropriate)

Estimated Usage of Requested Item:

Will this item be used on a seasonal basis only?	<u> No </u>
Months Use per Year	<u> 12 </u>
Number of Weeks Use per Year	<u> 52 </u>
Average Days per Week Used	<u> 7 </u>
Average Hours per Day Used	<u> 8 </u>
Estimated Useful Life (in Years)	<u> 10 </u>



Town of Tyngsborough
Capital Project Item Justification Request
Five Year Plan - Form 1
FY 2017 to FY 2021

Part I

Tracking # 425 - 18 - 02 Dept Name Highway Contact Person/Tel # 649-2310
 Prepared by James Hustins Signature James R. Hustins Date 1/22/16

Fiscal Year Needed 16 Project Name Replace 2009 1 ton truck with plow (T-6)

Expected Life of Item 10 (Yrs) Is this a replacement Item Yes Are Add'l Pages Attached

Total Current Estimated Cost \$ 60,000.00 Non-General Fund source:

Was a Grant applied for in connection with this project? No If yes, submit a copy

Is a Design, Study, Bid Specification, or Consultant required for this project? No
 If yes, has this been completed? No (If yes, submit details and copies of documents including Consultant's Report)

Is this a Regulatory Compliance Requirement? No

Urgent Need? Yes

Part II

Detailed description to include explanation of need, general specifications, with explanation of significance and reason for timing:

This vehicle is in danger of no longer passing state inspection.

Source of estimated cost (include copies of any backup information as appropriate):

Liberty Chevrolet

Detailed explanation of impact on operating budget (include impact if funded, le savings etc, and also if NOT funded):

This is an everyday working vehicle used year round. As this vehicle continues to age it is becoming more expensive to repair and find replacement parts

If item is replacing a like item (including vehicles or equipment), list age, condition, mileage etc of equipment to be replaced

Replacing a 2009 1 ton truck with plow



Town of Tyngsborough
Capital Project Supplemental Information For Equipment Requests
Five Year Plan – Form 1
FY 2017 to FY 2021

Reference: Project Name Replace 1 ton truck w/plow Tracking Number 425-18-02

Purpose of expenditure: (Check as appropriate)

- () Scheduled Replacement
- () Present Equipment Obsolete
- (X) Replace Worn Out Equipment
- () Reduce Personnel Time (ie, Payroll Savings)
- () Expanded Service
- () New Operation
- () Increased Safety
- () Improve Procedures, Records, Etc
- () Regulatory Compliance

Usage: (Answer as appropriate)

Estimated Usage of Requested Item:

Will this item be used on a seasonal basis only?	_____ <u>No</u> _____
Months Use per Year	_____ <u>12</u> _____
Number of Weeks Use per Year	_____ <u>52</u> _____
Average Days per Week Used	_____ <u>7</u> _____
Average Hours per Day Used	_____ <u>8</u> _____
Estimated Useful Life (in Years)	_____ <u>10</u> _____



**Town of Tyngsborough
Capital Project Item Justification Request
Five Year Plan - Form 1
FY 2017 to FY 2021**

Part I

Tracking # 425 - 19 - 01 Dept Name Highway Contact Person/Tel # 649-2310
Prepared by James Hustins Signature James R. Hustins Date 1/22/16

Fiscal Year Needed 19 Project Name Replace 2002 6 wheel dump truck w/plow and sander (T17)

Expected Life of Item 10 (Yrs) Is this a replacement Item yes Are Add'l Pages Attached _____

Total Current Estimated Cost \$ 170,000.00 Non-General Fund source: _____

Was a Grant applied for in connection with this project? No If yes, submit a copy

Is a Design, Study, Bid Specification, or Consultant required for this project? No
If yes, has this been completed? No (If yes, submit details and copies of documents
Including Consultant's Report)

Is this a Regulatory Compliance Requirement? No

Urgent Need? Yes

Part II

Detailed description to include explanation of need, general specifications, with explanation of significance and reason for timing:

This vehicle is used on a regular basis. This year and model of truck are no longer in production, therefore replacement parts are difficult and expensive to find.

Source of estimated cost (include copies of any backup information as appropriate):

Minuteman Trucking and Taylor and Lloyd Truck Sales

Detailed explanation of impact on operating budget (Include impact if funded, ie savings etc, and also if NOT funded):

We currently do all the sanding with town equipment only. If any unit is out of service it may be necessary to rent or hire subcontract service to cover equipment needs.

If item is replacing a like item (including vehicles or equipment), list age, condition, mileage etc of equipment to be replaced

Replacing a 2002 6 wheel dump truck with plow and sander.



Town of Tyngsborough
Capital Project Supplemental Information For Equipment Requests
Five Year Plan – Form 1
FY 2017 to FY 2021

Reference: **Project Name** Replace dump truck w/plow and sander (T17) **Tracking Number** 425-19-01

Purpose of expenditure: (Check as appropriate)

- () Scheduled Replacement
- () Present Equipment Obsolete
- (X) Replace Worn Out Equipment
- () Reduce Personnel Time (ie, Payroll Savings)
- () Expanded Service
- () New Operation
- () Increased Safety
- () Improve Procedures, Records, Etc
- () Regulatory Compliance

Usage: (Answer as appropriate)

Estimated Usage of Requested Item:

Will this item be used on a seasonal basis only?	_____ <u>No</u> _____
Months Use per Year	_____ <u>12</u> _____
Number of Weeks Use per Year	_____ <u>52</u> _____
Average Days per Week Used	_____ <u>7</u> _____
Average Hours per Day Used	_____ <u>8</u> _____
Estimated Useful Life (in Years)	_____ <u>10</u> _____



**Town of Tyngsborough
Capital Project Item Justification Request
Five Year Plan - Form 1
FY 2017 to FY 2021**

Part I

Tracking # 425 - 20 - 01 Dept Name Highway Contact Person/Tel # 649-2310
Prepared by James Hustins Signature James R. Hustins Date 1/22/16

Fiscal Year Needed 20 Project Name Replace 2007 6 wheel dump truck w/plow and sander (T8)

Expected Life of Item 10 (Yrs) Is this a replacement Item yes Are Add'l Pages Attached

Total Current Estimated Cost \$ 170,000.00 Non-General Fund source:

Was a Grant applied for in connection with this project? No If yes, submit a copy

Is a Design, Study, Bid Specification, or Consultant required for this project? No

If yes, has this been completed? No (If yes, submit details and copies of documents including Consultant's Report)

Is this a Regulatory Compliance Requirement? No

Urgent Need? Yes

Part II

Detailed description to include explanation of need, general specifications, with explanation of significance and reason for timing:

This vehicle is used on a regular basis. This year and model of truck are no longer in production, therefore replacement parts are difficult and expensive to find.

Source of estimated cost (include copies of any backup information as appropriate):

Minuteman Trucking and Taylor and Lloyd Truck Sales

Detailed explanation of impact on operating budget (include impact if funded, ie savings etc, and also if NOT funded):

We currently do all the sanding with town equipment only. If any unit is out of service it may be necessary to rent or hire subcontract service to cover equipment needs.

If item is replacing a like item (including vehicles or equipment), list age, condition, mileage etc of equipment to be replaced

Replacing a 2007 6 wheel dump truck with plow and sander.



Town of Tyngsborough
Capital Project Supplemental Information For Equipment Requests
Five Year Plan – Form 1
FY 2017 to FY 2021

Reference: **Project Name** Replace dump truck w/plow and sander (T8) **Tracking Number** 425-20-01

Purpose of expenditure: (Check as appropriate)

- () Scheduled Replacement
- () Present Equipment Obsolete
- (X) Replace Worn Out Equipment
- () Reduce Personnel Time (ie, Payroll Savings)
- () Expanded Service
- () New Operation
- () Increased Safety
- () Improve Procedures, Records, Etc
- () Regulatory Compliance

Usage: (Answer as appropriate)

Estimated Usage of Requested Item:

Will this item be used on a seasonal basis only?	No
Months Use per Year	12
Number of Weeks Use per Year	52
Average Days per Week Used	7
Average Hours per Day Used	8
Estimated Useful Life (in Years)	10



**Town of Tyngsborough
Capital Project Item Justification Request
Five Year Plan - Form 1
FY 2017 to FY 2021**

Part I

Tracking # 425 - 20 - 02 Dept Name Highway Contact Person/Tel # 649-2310
 Prepared by James Hustins Signature James R. Hustins Date 1/22/16
 Fiscal Year Needed 20 Project Name Replace 1997 Bobcat

Expected Life of Item 10 (Yrs) Is this a replacement Item yes Are Add'l Pages Attached

Total Current Estimated Cost \$ 50,000.00 Non-General Fund source:

Was a Grant applied for in connection with this project? No If yes, submit a copy

Is a Design, Study, Bid Specification, or Consultant required for this project? No
 If yes, has this been completed? No (If yes, submit details and copies of documents
 including Consultant's Report)

Is this a Regulatory Compliance Requirement? No

Urgent Need? Yes

Part II

Detailed description to include explanation of need, general specifications, with explanation of significance and reason for timing:

This vehicle is used on a regular basis year round. It is used to plow school and town sidewalks during the winter and moving dirt, mulch and sand during the remainder of the year. Replacement parts are difficult and expensive to find.

Source of estimated cost (include copies of any backup information as appropriate):

Bobcat of Boston and Bobcat of NH

Detailed explanation of impact on operating budget (Include impact if funded, le savings etc, and also if NOT funded):

We currently use this vehicle to plow school and town sidewalks during the winter. When the vehicle is out of service it leaves the town without a vehicle to remove snow from the town sidewalks causing a safety issue.

If item is replacing a like item (including vehicles or equipment), list age, condition, mileage etc of equipment to be replaced

Replacing a 1997 Bobcat.



Town of Tyngsborough
Capital Project Supplemental Information For Equipment Requests
Five Year Plan – Form 1
FY 2017 to FY 2021

Reference: Project Name Replace 1997 Bobcat Tracking Number 425-20-02

Purpose of expenditure: (Check as appropriate)

- Scheduled Replacement
- Present Equipment Obsolete
- Replace Worn Out Equipment
- Reduce Personnel Time (ie, Payroll Savings)
- Expanded Service
- New Operation
- Increased Safety
- Improve Procedures, Records, Etc
- Regulatory Compliance

Usage: (Answer as appropriate)

Estimated Usage of Requested Item:

Will this item be used on a seasonal basis only?	<u> No </u>
Months Use per Year	<u> 12 </u>
Number of Weeks Use per Year	<u> 52 </u>
Average Days per Week Used	<u> 5 </u>
Average Hours per Day Used	<u> 8 </u>
Estimated Useful Life (In Years)	<u> 10 </u>



**Town of Tyngsborough
Capital Project Item Justification Request
Five Year Plan - Form 1
FY 2017 to FY 2021**

Part I

Tracking # 425 - 21 - 01 Dept Name Highway Contact Person/Tel # 649-2310
Prepared by James Hustins Signature James R. Hustins Date 1/22/16

Fiscal Year Needed 21 Project Name Replace 2009 Chevy Silverado Utility Truck with plow (T18)

Expected Life of Item 10 (Yrs) Is this a replacement Item Yes Are Add'l Pages Attached

Total Current Estimated Cost \$ 60,000.00 Non-General Fund source:

Was a Grant applied for in connection with this project? No If yes, submit a copy

Is a Design, Study, Bid Specification, or Consultant required for this project? No
If yes, has this been completed? No (If yes, submit details and copies of documents including Consultant's Report)

Is this a Regulatory Compliance Requirement? No

Urgent Need? Yes

Part II

Detailed description to include explanation of need, general specifications, with explanation of significance and reason for timing:

This vehicle is in danger of no longer passing state inspection.

Source of estimated cost (include copies of any backup information as appropriate):

Liberty Chevrolet

Detailed explanation of impact on operating budget (include impact if funded, ie savings etc, and also if NOT funded):

We currently provide all of the mowing and lawn maintenance of town owned (except school) property. This vehicle is used to transport equipment needed for mowing and lawn maintenance work. It is also used in the winter for plowing of town streets and properties.

If item is replacing a like item (including vehicles or equipment), list age, condition, mileage etc of equipment to be replaced

Replacing a 2009 Utility Truck with plow



Town of Tyngsborough
Capital Project Supplemental Information For Equipment Requests
Five Year Plan – Form 1
FY 2017 to FY 2021

Reference: Project Name Replace Utility truck w/plow Tracking Number 425-21-01

Purpose of expenditure: (Check as appropriate)

- () Scheduled Replacement
- () Present Equipment Obsolete
- (X) Replace Worn Out Equipment
- () Reduce Personnel Time (ie, Payroll Savings)
- () Expanded Service
- () New Operation
- () Increased Safety
- () Improve Procedures, Records, Etc
- () Regulatory Compliance

Usage: (Answer as appropriate)

Estimated Usage of Requested Item:

Will this item be used on a seasonal basis only?	<u>No</u>
Months Use per Year	<u>12</u>
Number of Weeks Use per Year	<u>52</u>
Average Days per Week Used	<u>7</u>
Average Hours per Day Used	<u>8</u>
Estimated Useful Life (in Years)	<u>10</u>

TYNGSBOROUGH POLICE DEPARTMENT
CAPITAL IMPROVEMENT REQUEST 2017 - 2021

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART I
Tracking # 210 - 17 - 01 Fiscal Year Needed: 2017

Department Name: Police

Contact Person: Chief Richard Howe Phone: _____

Project Name: Portable Radios

Expected Life of Item 10 Years Is this a replacement item: yes

Total Current Estimated Cost \$ 30,676

Is there a GRANT in connection with this project no *If yes, please submit a copy*

Is a Design, Study, Bid Specification, or consultant required for this project? _____

If yes, has this been completed? _____ *If yes, please submit details & copies of documents*

Is this Regulatory Compliance Requirement? _____

Urgent Need: yes *If yes, please explain* aging

PART II
Detailed description to include explanation of need, general specification, with explanation of significance and reason for timing:

Portable Radios with chargin stations and microphones. Last portable radios (7) were purchased through Homeland Security grant (7) years ago. Prior to that the last portable radios were purchased over (20) years ago. Each full time officer will have an assigned portable radio and charging station assigned to them. The older radios will used as backups and used for details as required.

Source of estimated costs (include copies of any backup information as appropriate):

Quotes (attached)

Detailed explanation of impact on operating budget (include current & future impact, discuss impact if not funded)

(7) digital portable radios in good condition, (8) analog radios - approximately (22) years old - poor condition & obsolete

If item is replacing a like item (including vehicles or equipment), provide age, condition, mileage, etc of existing equipment to be replaced.

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART III

Tracking # 210 - 17 - 01

Project Name: Portable Radio replacement

Purpose of Expenditure: (Check as appropriate)

- Scheduled Replacement
- Present Equipment Obsolete
- Replace Worn out Equipment
- Reduce personnel Time (I.e., Payroll Savings)
- Expanded Service
- New Operation
- Increased Safety
- Improve Procedures, Records, Etc.
- Regulatory Compliance

Estimated Usage of Requested Item: (Answer as appropriate)

Will this item be used on a seasonal basis only _____

Months Used Per Year _____

Number of Weeks Used Per Year _____

Average Days Per Week Used 7

Average Hours Per Day Used 8

Estimated Useful Life (in Years) 10



MOTOROLA SOLUTIONS

Quote Number: QU0000350281
Effective: 04 FEB 2016
Effective To: 04 APR 2016

Bill-To:

TYNGSBOROUGH POLICE DEPT
20 WESTFORD RD
TYNGSBORO, MA 01879
United States

Ultimate Destination:

TYNGSBOROUGH POLICE DEPT
20 WESTFORD RD
TYNGSBORO, MA 01879
United States

Attention:

Name: Deputy Chief Chris Chronopoulos
Email: cchronopoulos@tyngsboroughma.gov
Phone: 978-649-7504
Fax: 978-649-2324

Sales Contact:

Name: Jeffrey Horne
Email: JHORNE@Cybercomminc.com
Phone: 7816471010

Contract Number: ITT57 MA STATE
Freight terms: FOB Destination
Payment terms: Net 45

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	14	H51SDF9PW6AN	APX 4000 UHFR2 MODEL 2 PORTABLE	\$1,756.00	\$1,334.56	\$18,683.84
1a	14	QA04865AA	ADD: TWO KNOB CONFIGURATION	-	-	-
1b	14	Q811BR	ENH: SOFTWARE P25 CONVENTIONAL	\$650.00	\$494.00	\$6,916.00
1c	14	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE	\$84.00	\$84.00	\$1,176.00
2	14	NNTN8128BR	BATT IMPRES LIION 2000T	\$102.00	\$70.38	\$985.32
3	14	WPLN4232A	CHARGER, SINGLE-UNIT, IMPRES, 1.25A, 115VAC, US/NA	\$63.00	\$43.47	\$608.58
4	14	PMMN4062A	ASSY.ACCESSORY,MICROPHONE,PLU S RSM *	\$107.00	\$73.83	\$1,033.62
5	1275	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	\$1,275.00

(Notes)BUILD PROGRAM TEMPLATE. PROGRAM AND ENGRAVE 14-APX4000 M2 SUBSCRIBER UNITS.

Total Quote in USD

\$30,678.36

PLEASE MAKE PO OUT TO: MOTOROLA SOLUTIONS, INC. 225 CEDAR HILL STREET, SUITE 200 MARLBOROUGH, MA 01752. PLEASE MAIL A COPY TO THIS ADDRESS. PLEASE STATE ON PO, PER ITT57 MA STATE CONTRACT PRICING IS IN ACCORDANCE WITH THE ITT57 COMMONWEALTH OF MASSACHUSETTS CONTRACT. TERMS ARE NET 45 DAYS AFTER INVOICE DATE, ITEMS AS SHIPPED. TO EXPEDITE MATTERS, PLEASE FAX A COPY TO: 781-647-5943, ATTN: JEFF HORNE. THANK YOU.

1. Terms subject to ITT57 as modified by the clarifications and terms/conditions. For a full list of terms/conditions please contact you Motorola representative.

2. PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART I

Tracking # 210 - 17 - 02 Fiscal Year Needed: 2017

Department Name: Police Department

Contact Person: Richard Howe Phone: _____

Project Name: Evidence Bar code scanner

Expected Life of item 10 Years Is this a replacement item: no

Total Current Estimated Cost \$ 3,607

Is there a GRANT in connection with this project no *If yes, please submit a copy*

Is a Design, Study, Bid Specification, or consultant required for this project? no

If yes, has this been completed? _____ *If yes, please submit details & copies of documents*

Is this Regulatory Compliance Requirement? tion recomn

Urgent Need: yes *If yes, pelase explain* needed to properly document and mai

PART II

Detailed description to include explanation of need, general specification, with explanation of significance and reason for timing:

Bar Code scanner including necessary software & equipment to integrate with our current records management system (Perform Software), This equipment will be used to properly organize and maintain our evidence rooms per National Law Enforcement accreditation standards

Source of estimated costs (include copies of any backup information as appropriate):

Quote

Detailed explanation of impact on operating budget (include current & future impact, discuss impact if not funded)

If item is replacing a like item (including vehicles or equipment), provide age, condition, mllage, etc of existing equipment to be replaced.

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART III

Tracking # 210 17 - 02

Project Name: Evidence Bar Code Scanner

Purpose of Expenditure: (Check as appropriate)

- Scheduled Replacement
- Present Equipment Obsolete
- Replace Worn out Equipment
- Reduce personnel Time (i.e., Payroll Savings)
- Expanded Service
- New Operation
- Increased Safety
- Improve Procedures, Records, Etc.
- Regulatory Compliance

Estimated Usage of Requested Item: (Answer as appropriate)

Will this item be used on a seasonal basis only _____

Months Used Per Year _____

Number of Weeks Used Per Year _____

Average Days Per Week Used 7

Average Hours Per Day Used _____

Estimated Useful Life (in Years) 10



The Culver Group and Advanced Computers & Electronics is proud to present the next generation in scanning equipment compatible with IMC Evidence Tracking.

The Honeywell's Dolphin® 6500 is a lightweight and versatile mobile computer that provides advanced data collection with a 52 key keypad.



Features of the 6500 Include

- Large, high-resolution color display delivers high levels of readability, regardless of lighting
- Combines a new, class-leading microprocessor (Marvell XScale PXA300) with a powerful, familiar and easy-to-use platform (Microsoft® Windows CE 5.0)
- Powers scan-intensive, applications continuously for 10 hours or more, enhancing productivity while greatly extending useful battery life and reducing replacement costs

Sold as a complete solution the Honeywell 6500 IMC Kit will include everything you need to get up and running quickly. The kit will be priced at **\$1,845.00** and includes:

6500 IMC KIT INCLUDES

Part Number	Item Name / Description
6500BP1211EOH	Honeywell Dolphin 6500 5300 SR Imager with Windows CE 5.0, Standard Battery, Power Adapter, Handstrap & Stylus
6500-HB	Honeywell 6500 Home-base Cradle with USB Interface Cable
TCG-IMC-Client	TCG IMC Client License pre-loaded onto Dolphin 6500
TCG-Support	Installation CD / Instructions and two hours of phone support

Recommend but Optional Items

Part Number	Item Name / Description	Cost
6000-BTEC	Spare Battery 330 MAH	\$105.00
SVO6500-SMS3	Honeywell 3 Year 3 Day turnaround Maintenance Package	\$270.00
TCG-SW-SUP	1 Year software Maintenance	\$125.00
Honeywell 1300	Honeywell 1300 Imager Scanner with USB Interface Programmed for scanning IMC Evidence Tracking. Scanners attaches to evidence tracking PC.	\$170.00

Page II – Recommended Barcode Printing Solution

For printing evidence and location labels the Zebra GX 430 thermal transfer printer. Printers such as the Dymo Label printer are not recommended as labels will fade over time or simply turn black when exposed to heat. The GX 430 produces a permanent label that will not fade. Below is a table with pricing and supplies required.

Item	Description	Qty	Cost Each	Total
Zebra GX 430E	Zebra Thermal Transfer Printer 300 DPI Printhead with USB & Ethernet. Includes USB Cable	1	\$845.00	\$845.00
18103818	Zebra W137 Premium Wax Ribbon	6	\$9.00	\$54.00
800274-305	Z-Select Transmatte 4" x 3" 2000T Label	6	\$18.00	\$108.00
Support	1 Hour Printer Telephone Support No Charge when printer is purchased through us, otherwise \$85.00 per hour.	1	\$85.00	\$85.00
Z-GX430E Kit *	Kit with all items listed above	1		\$1,007.00

Please direct all sales inquiries to

Danny Miller
TCG
17400 Falls Road
Upperco, MD 21155

Phone (410) 239-6808
Fax (410) 374-2245

Web site www.tcgbarcode.com
E-mail: Danny@tcg-llc.net

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART I

Tracking # 210 # 17 - 03 Fiscal Year Needed: 2017

Department Name: Police Department

Contact Person: Chief Rich Howe Phone: _____

Project Name: Tasers

Expected Life of item 5 Years Is this a replacement item: yes

Total Current Estimated Cost \$ 4,567

Is there a GRANT in connection with this project no *If yes, please submit a copy*

Is a Design, Study, Bld Specification, or consultant required for this project? _____

If yes, has this been completed? _____ *If yes, please submit details & copies of documents*

Is this Regulatory Compliance Requirement? _____

Urgent Need: yes *If yes, please explain* _____

PART II

Detailed description to include explanation of need, general specification, with explanation of significance and reason for timing:

(4) new tasers with holsters, battery packs (replacing (4) discontinued taser models which are no longer supported)

Source of estimated costs (include copies of any backup information as appropriate):

Quote from Taser International

Detailed explanation of impact on operating budget (include current & future impact, discuss impact if not funded)

Funding will need to come from operating budget which will leave the department precariously low on replacement equipment funds for FY 2017

If item is replacing a like item (including vehicles or equipment), provide age, condition, mileage, etc of existing equipment to be replaced.

Current tasers are approximately (7) years old

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART III

Tracking # 210 - 17 - 03

Project Name: Taser replacement

Purpose of Expenditure: (Check as appropriate)

- Scheduled Replacement
- Present Equipment Obsolete
- Replace Worn out Equipment
- Reduce personnel Time (i.e., Payroll Savings)
- Expanded Service
- New Operation
- Increased Safety
- Improve Procedures, Records, Etc.
- Regulatory Compliance

Estimated Usage of Requested Item: (Answer as appropriate)

Will this item be used on a seasonal basis only	_____
Months Used Per Year	<u>12</u>
Number of Weeks Used Per Year	<u>52</u>
Average Days Per Week Used	<u>7</u>
Average Hours Per Day Used	_____
Estimated Useful Life (in Years)	<u>5</u>

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax: (888) 855-5281



Robert Cote
 (978) 649-7504
 rcote@tyngsboroughma.gov

Quotation
 Quote: Q-58304-1
 Date: 2/16/2016 12:31 PM
 Quote Expiration:
 Contract Start Date*: 4/4/2016
 Contract Term: 1 year
 AX Axon Number: 196742

Bill To:
 Tyngsborough Police Dept. - MA
 20 WESTFORD ROAD
 TYNGSBOROUGH, MA 01879
 US

Ship To:
 Robert Cote
 Tyngsborough Police Dept. - MA
 20 WESTFORD ROAD
 TYNGSBOROUGH, MA 01879
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ashley Bittl	800-978-2737	abitl@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Hardware

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4	11002	HANDLE, BLACK, CLASS III, X26P	USD 931.45	USD 3,725.80	USD 0.00	USD 3,725.80
4	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 55.11	USD 220.44	USD 0.00	USD 220.44
5	44203	CARTRIDGE - 25' HYBRID	USD 28.31	USD 141.55	USD 0.00	USD 141.55
4	22010	PPM, BATTERY PACK, STANDARD, X2/ X26P	USD 56.41	USD 225.64	USD 0.00	USD 225.64
5	26700	DPM Battery PK Assembled	USD 38.09	USD 190.45	USD 0.00	USD 190.45

Hardware Total Before Discounts:	USD 4,503.88
Hardware Net Amount Due:	USD 4,503.88

Subtotal	USD 4,503.88
Estimated Shipping & Handling Cost	USD 63.05
Grand Total	USD 4,566.93

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART I

Tracking # 210 # 17 - 04 Fiscal Year Needed: 2017

Department Name: Police Department

Contact Person: Chief Rich Howe Phone: _____

Project Name: Defibrulators

Expected Life of Item 5 Years Is this a replacement item: no

Total Current Estimated Cost \$ 4,370

Is there a GRANT in connection with this project no *If yes, please submit a copy*

Is a Design, Study, Bid Specification, or consultant required for this project? _____

If yes, has this been completed? _____ *If yes, please submit details & copies of documents*

Is this Regulatory Compliance Requirement? _____

Urgent Need: yes *If yes, please explain* _____

PART II

Detailed description to include explanation of need, general specification, with explanation of significance and reason for timing:

Addition of (3) defibrulators to ensure that all front line vehicles have a defibrulator as well as (2) admin vehicles (detectives)

Source of estimated costs (include copies of any backup information as appropriate):

Quote from Life Support systems (distributor of Zoll defibrulators)

Detailed explanation of impact on operating budget (include current & future impact, discuss impact if not funded)

funding would have to come from equipment replacement account which would leave the line precariously short for the remainder of the fiscal year

If item is replacing a like item (including vehicles or equipment), provide age, condition, mileage, etc of existing equipment to be replaced.

we have (5) currently, some are (7) years old, some are (1) year old

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART III

Tracking # 210 - 17 - 04

Project Name: Defibulator's

Purpose of Expenditure: (Check as appropriate)

- Scheduled Replacement
- Present Equipment Obsolete
- Replace Worn out Equipment
- Reduce personnel Time (i.e., Payroll Savings)
- Expanded Service
- New Operation
- Increased Safety
- Improve Procedures, Records, Etc.
- Regulatory Compliance

Estimated Usage of Requested Item: (Answer as appropriate)

Will this item be used on a seasonal basis only	_____
Months Used Per Year	<u>12</u>
Number of Weeks Used Per Year	<u>52</u>
Average Days Per Week Used	<u>7</u>
Average Hours Per Day Used	_____
Estimated Useful Life (in Years)	<u>7-10 yrs.</u>



59 Allied Drive, Dedham, MA 02026-6100
 phone (781) 320-0030 fax (781) 320-0051
 e-mail: contactus@lifesupportsystems.com
www.lifesupportsystems.com

Quotation

Tax ID # 042895142

Date	Quote #
2/18/2016	1206815
Coverage Period	

Prepared for:
 Tyngsborough, MA Police Department
 Attn: Accounts Payable
 20 Westford Road
 Tyngsborough, MA 01879

Ship to:
 Tyngsborough, MA Police Department
 Attn: Officer Peter Kulisich
 20 Westford Road
 Tyngsborough, MA 01879

Item	Description	Qty	Cost	Total
21400...	Part#: 2140001010101010 AED, ZOLL AED Plus with Cover (New): Includes: (1) Pre-Connected Adult CPR-D Electrode Pad, (1) Sleeve of 10 Lithium Batteries, Responder Rescue Kit, Starter Toolkit, Manual, and 7 Year Warranty --Delivered Rescue Ready / Fully Assembled--	3	1,287.60	3,862.80T
iM230...	Part#: iM2300-00001 Waterproof Hard Shell AED Carry Case (Pelican) with AED Identification Decal Interior Dimensions: 17.00" x 11.70" x 6.20" (43.2 x 29.7 x 15.7 cm)	3	169.15	507.45T
9000	Part#: 9000 Shipping/Handling/Insurance (Included)		0.00	0.00
Client Contact Information: Officer Peter Kulisich 978-649-7504 Ext. 180 - pkulisich@tyngsboroughma.gov				
Quote Issued By: Health Training Educational Services, Inc. d/b/a Life Support Systems Tax ID Number: 042895142 Massachusetts State Contract Number: FIR04				

Title to purchased equipment will transfer from Life Support Systems (LSS) to Purchaser upon payment in full and LSS retains a security interest in said equipment until LSS receives payment.	Sales Tax (0.0%)	\$0.00
	Total	\$4,370.25

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART I

Tracking # 210 # 17 - 05 Fiscal Year Needed: 2017

Department Name: Police Department

Contact Person: Chief Rich Howe Phone: _____

Project Name: Radar Unit replacement

Expected Life of Item 10 Years Is this a replacement item: yes

Total Current Estimated Cost \$ 8,780

Is there a GRANT in connection with this project no *If yes, please submit a copy*

Is a Design, Study, Bid Specification, or consultant required for this project? _____

If yes, has this been completed? _____ *If yes, please submit details & copies of documents*

Is this Regulatory Compliance Requirement? _____

Urgent Need: yes *If yes, please explain* _____

PART II

Detailed description to include explanation of need, general specification, with explanation of significance and reason for timing:

(4) front line cruiser radar unit replacements for (4) radar units that are over (15) years old, they are antiquated, do not meet current best practice and have been swapped from vehicle to vehicle through the years

Source of estimated costs (include copies of any backup information as appropriate):

Quote from MHQ

Detailed explanation of impact on operating budget (include current & future impact, discuss impact if not funded)

funding would have to come from equipment replacement account which would leave the line precariously short for the remainder of the fiscal year

If item is replacing a like item (including vehicles or equipment), provide age, condition, mileage, etc of existing equipment to be replaced.

(4) units which are approximately 15 years old

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART III

Tracking # 210 - 17 - 05

Project Name: Replace Radar units

Purpose of Expenditure: (Check as appropriate)

- Scheduled Replacement
- Present Equipment Obsolete
- Replace Worn out Equipment
- Reduce personnel Time (i.e., Payroll Savings)
- Expanded Service
- New Operation
- Increased Safety
- Improve Procedures, Records, Etc.
- Regulatory Compliance

Estimated Usage of Requested Item: (Answer as appropriate)

Will this item be used on a seasonal basis only	_____
Months Used Per Year	<u>12</u>
Number of Weeks Used Per Year	<u>52</u>
Average Days Per Week Used	<u>7</u>
Average Hours Per Day Used	_____
Estimated Useful Life (in Years)	<u>7-10 yrs.</u>

**TOWN ADMINISTRATOR
AND
SELECTMEN DEPARTMENT**

CAPITAL IMPROVEMENT REQUEST 2017 – 2021



**Town of Tyngsborough
Capital Project Item Justification Request
Five Year Plan - Form 1
FY 2017 to FY 2021**

Part I

Tracking # D2-17-01 Dept. Name TA/BOS Contact Person/Tel # 978-649-2314
 Prepared by C. BELLAVANCE Signature *C. Bellavance* Date 3/2016
 Fiscal Year Needed FY17 Project Name TOWN HALL INTERIOR IMPROVEMENTS

Expected Life of Item 15 (Yrs) Is this a replacement Item NO Are Add'l Pages Attached _____

Total Current Estimated Cost \$160,000 Non-General Fund source: YES

Was a Grant applied for in connection with this project? NO If yes, submit a copy

Is a Design, Study, Bid Specification, or Consultant required for this project? NO
 If yes, has this been completed? _____ (If yes, submit details and copies of documents
 including Consultant's Report)

Is this a Regulatory Compliance Requirement? SOME ADA COMPLIANCE

Urgent Need? (Y) N

Part II

Detailed description to include explanation of need, general specifications, with explanation of significance and reason for timing:

NEED TO REDEFINE SPACES, PROVIDE ADD'L OFFICE SPACE & STORAGE,
 ADDRESS SOME ADA NON-COMPLIANCE ISSUES

Source of estimated cost (include copies of any backup information as appropriate):

AMOUNT OF WORK LIMITED TO BUDGET

Detailed explanation of impact on operating budget (Include impact if funded, ie savings etc, and also if NOT funded):

N/A

If item is replacing a like item (including vehicles or equipment), list age, condition, mileage etc of equipment to be replaced.

N/A MINOR



Town of Tyngsborough
Capital Project Supplemental Information For Equipment Requests
Five Year Plan – Form 1
FY 2017 to FY 2021

Reference: Project Name TOWN HALL INTERIOR IMP. Tracking Number 122-17-01

Purpose of expenditure: (Check as appropriate)

- Scheduled Replacement
- Present Equipment Obsolete
- Replace Worn Out Equipment
- Reduce Personnel Time (ie, Payroll Savings)
- Expanded Service
- New Operation
- Increased Safety
- Improve Procedures, Records, Etc
- Regulatory Compliance

Usage: (Answer as appropriate)

Estimated Usage of Requested Item:

Will this item be used on a seasonal basis only?	<u> No </u>
Months Use per Year	<u> 12 </u>
Number of Weeks Use per Year	<u> 52 </u>
Average Days per Week Used	<u> 6 </u>
Average Hours per Day Used	<u> 10 </u>
Estimated Useful Life (in Years)	<u> 15 </u>



**Town of Tyngsborough
Capital Project Item Justification Request
Five Year Plan - Form 1
FY 2017 to FY 2021**

Part I 122-18-
Tracking # 01 Dept. Name TA/BOS Contact Person/Tel # 978-644-2314
Prepared by C. BELLAVANCE Signature [Signature] Date 3/2016
Fiscal Year Needed FY18 Project Name TOWN HALL SECURITY / MAINTENANCE /
SYSTEMS UPGRADE & REPAIR

Expected Life of Item 10 (Yrs) Is this a replacement Item YES/NO Are Add'l Pages Attached NO
Total Current Estimated Cost \$75,000 Non-General Fund source: FREE CASH / BORROW
Was a Grant applied for in connection with this project? NO If yes, submit a copy
Is a Design, Study, Bid Specification, or Consultant required for this project? YES
If yes, has this been completed? NO (If yes, submit details and copies of documents
Including Consultant's Report)
Is this a Regulatory Compliance Requirement? NOT SURE
Urgent Need? (Y) N

Part II

Detailed description to include explanation of need, general specifications, with explanation of significance and reason for timing:

STUDY OF ACCESS SECURITY HVAC ELECTRICAL + PLUMBING BEING
DONE CURRENTLY - WILL HAVE PLAN IN FY17.

Source of estimated cost (include copies of any backup information as appropriate):

NOT COMPLETE

Detailed explanation of impact on operating budget (Include impact if funded, ie savings etc, and also if NOT funded):

NOT COMPLETE

If item is replacing a like item (including vehicles or equipment), list age, condition, mileage etc of equipment to be replaced.

TOWN HALL IS 18 YRS. OLD AND WILL UPDATING AND/OR
REPLACING SPECIFIC SYSTEMS BASED ON CONSULTANTS
REPORT.



Town of Tyngsborough
Capital Project Supplemental Information For Equipment Requests
Five Year Plan – Form 1
FY 2017 to FY 2021

Reference: Project Name TOWN HALL SECURITY, SYSTEMS, + BUILDING MAINT. Tracking Number 122-18-01

Purpose of expenditure: (Check as appropriate)

- Scheduled Replacement
- Present Equipment Obsolete
- Replace Worn Out Equipment
- Reduce Personnel Time (ie, Payroll Savings)
- Expanded Service
- New Operation
- Increased Safety
- Improve Procedures, Records, Etc
- Regulatory Compliance

Usage: (Answer as appropriate)

Estimated Usage of Requested Item:

Will this item be used on a seasonal basis only?	<u>NO</u>
Months Use per Year	<u>12</u>
Number of Weeks Use per Year	<u>52</u>
Average Days per Week Used	<u>6-7</u>
Average Hours per Day Used	<u>8-10</u>
Estimated Useful Life (in Years)	<u>10-20</u>



**Town of Tyngsborough
Capital Project Item Justification Request
Five Year Plan - Form 1
FY 2017 to FY 2021**

Part I

Tracking # 122-18-02 Dept. Name TA/BOS Contact Person/Tel # 978-649-2314
 Prepared by C. BELLAVANCE Signature *C. Bellavance* Date 3/2016
 Fiscal Year Needed FY18 Project Name TOWN HALL FURNITURE

Expected Life of Item 15 (Yrs) Is this a replacement Item Y Are Add'l Pages Attached _____

Total Current Estimated Cost \$15,000 Non-General Fund source: OPERATING IF NOT BORROWED / FREE CASH
 Was a Grant applied for in connection with this project? NO If yes, submit a copy

Is a Design, Study, Bid Specification, or Consultant required for this project? NO
 If yes, has this been completed? _____ (If yes, submit details and copies of documents including Consultant's Report)

Is this a Regulatory Compliance Requirement? NO

Urgent Need? Y (N)

Part II

Detailed description to include explanation of need, general specifications, with explanation of significance and reason for timing:

REPLACE AGING FURNITURE : CHAIRS, DESKS, CABINETS

Source of estimated cost (include copies of any backup information as appropriate):

ESTIMATE

Detailed explanation of impact on operating budget (Include impact if funded, ie savings etc, and also if NOT funded):

If item is replacing a like item (including vehicles or equipment), list age, condition, mileage etc of equipment to be replaced.

10-18 YRS. OLD (MAYBE OLDER)



Town of Tyngsborough
Capital Project Supplemental Information For Equipment Requests
Five Year Plan – Form 1
FY 2017 to FY 2021

Reference: Project Name TOWN HALL FURNITURE Tracking Number 122-18-02

Purpose of expenditure: (Check as appropriate)

- () Scheduled Replacement
- () Present Equipment Obsolete
- Replace Worn Out Equipment
- () Reduce Personnel Time (ie, Payroll Savings)
- () Expanded Service
- () New Operation
- () Increased Safety
- () Improve Procedures, Records, Etc
- () Regulatory Compliance

Usage: (Answer as appropriate)

Estimated Usage of Requested Item:

Will this item be used on a seasonal basis only?	<u>No</u>
Months Use per Year	<u>12</u>
Number of Weeks Use per Year	<u>52</u>
Average Days per Week Used	<u>5</u>
Average Hours per Day Used	<u>8</u>
Estimated Useful Life (in Years)	<u>15</u>



**Town of Tyngsborough
Capital Project Item Justification Request
Five Year Plan - Form 1
FY 2017 to FY 2021**

Part I

Tracking # 122-14-01 Dept. Name TA / BOS Contact Person/Tel # 978-649-2314

Prepared by C. BELLAVANCE Signature [Signature] Date 3/20/16

Fiscal Year Needed FY 19 Project Name PUBLIC SAFETY BUILDING
OWNERS PROJECT MANAGER AND DESIGN/ARCH.

Expected Life of Item 30⁻⁴⁰ (Yrs) Is this a replacement Item YES Are Add'l Pages Attached _____

Total Current Estimated Cost \$900,000 Non-General Fund source: YES

Was a Grant applied for in connection with this project? NO If yes, submit a copy

Is a Design, Study, Bid Specification, or Consultant required for this project? YES
If yes, has this been completed? NO (If yes, submit details and copies of documents
Including Consultant's Report)

Is this a Regulatory Compliance Requirement? _____

Urgent Need? Y (N)

Part II

Detailed description to include explanation of need, general specifications, with explanation of significance and reason for timing:

LOOKING TO HIRE AN OPM / ARCHITECT FOR DESIGN OF PUBLIC SAFETY BLDG.

Source of estimated cost (include copies of any backup information as appropriate):
N/A

Detailed explanation of impact on operating budget (Include impact if funded, ie savings etc, and also if NOT funded):
N/A

If item is replacing a like item (including vehicles or equipment), list age, condition, mileage etc of equipment to be replaced.
N/A



Town of Tyngsborough
Capital Project Supplemental Information For Equipment Requests
Five Year Plan – Form 1
FY 2017 to FY 2021

Reference: Project Name PUBLIC SAFETY BLDG. Tracking Number 122-19-01

Purpose of expenditure: (Check as appropriate)

- Scheduled Replacement
- Present Equipment Obsolete
- Replace Worn Out Equipment
- Reduce Personnel Time (ie, Payroll Savings)
- Expanded Service
- New Operation
- Increased Safety
- Improve Procedures, Records, Etc
- Regulatory Compliance

Usage: (Answer as appropriate)

Estimated Usage of Requested Item:

Will this item be used on a seasonal basis only?	<u> No </u>
Months Use per Year	<u> 12 </u>
Number of Weeks Use per Year	<u> 52 </u>
Average Days per Week Used	<u> 7 </u>
Average Hours per Day Used	<u> 24 </u>
Estimated Useful Life (in Years)	<u> 30-40 </u>



**Town of Tyngsborough
Capital Project Item Justification Request
Five Year Plan - Form 1
FY 2017 to FY 2021**

Part I

Tracking # 122-20-01 Dept. Name TA/BOS Contact Person/Tel # 978-649-2314
 Prepared by C. BELLAVANCE Signature [Signature] Date 3/20/16
 Fiscal Year Needed FY20 Project Name PUBLIC SAFETY BUILDING

Expected Life of Item 30-40 (Yrs) Is this a replacement Item Y Are Add'l Pages Attached _____
 Total Current Estimated Cost \$13.5 M Non-General Fund source: YES
 Was a Grant applied for in connection with this project? X If yes, submit a copy _____
 Is a Design, Study, Bid Specification, or Consultant required for this project? YES
 If yes, has this been completed? NO (If yes, submit details and copies of documents
 Including Consultant's Report)
 Is this a Regulatory Compliance Requirement? _____
 Urgent Need? Y (N)

Part II

Detailed description to include explanation of need, general specifications, with explanation of significance and reason for timing:
NEW FACILITY WILL REPLACE EXISTING POLICE STATION & FIRE ST. #1

Source of estimated cost (include copies of any backup information as appropriate):
ESTIMATE BASED ON PER SQ FT. OF BUILDING

Detailed explanation of impact on operating budget (Include impact if funded, ie savings etc, and also if NOT funded):
OPERATING WILL BE REDUCE BECAUSE OF MORE EFFICIENCIES + MOVING TO ONE BUILDING

If item is replacing a like item (including vehicles or equipment), list age, condition, mileage etc of equipment to be replaced.
POLICE STATION (30+ YRS.)
FIRE STATION #1 (30+ YRS.)



Town of Tyngsborough
Capital Project Supplemental Information For Equipment Requests
Five Year Plan – Form 1
FY 2017 to FY 2021

Reference: Project Name PUBLIC SAFETY BUDG Tracking Number 122-20-01

Purpose of expenditure: (Check as appropriate)

- Scheduled Replacement
- Present Equipment Obsolete
- Replace Worn Out Equipment
- Reduce Personnel Time (ie, Payroll Savings) REDUCATION IN ENERGY COSTS
- Expanded Service
- New Operation
- Increased Safety
- Improve Procedures, Records, Etc
- Regulatory Compliance

Usage: (Answer as appropriate)

Estimated Usage of Requested Item:

Will this item be used on a seasonal basis only?	<u> No </u>
Months Use per Year	<u> 12 </u>
Number of Weeks Use per Year	<u> 52 </u>
Average Days per Week Used	<u> 7 </u>
Average Hours per Day Used	<u> 24 </u>
Estimated Useful Life (in Years)	<u> 30-40 </u>



**Town of Tyngsborough
Capital Project Item Justification Request
Five Year Plan - Form 1
FY 2017 to FY 2021**

Part I

Tracking # 122-21-01 Dept. Name TA/BUS Contact Person/Tel # 978-649-2314
 Prepared by C. BELLAVANCE Signature [Signature] Date 3/2016
 Fiscal Year Needed FY21 Project Name TOWN HALL BLDG. MAINTENANCE

Expected Life of Item 15(Yrs) Is this a replacement Item NO Are Add'l Pages Attached _____

Total Current Estimated Cost \$ 75,000 Non-General Fund source: YES

Was a Grant applied for in connection with this project? NO If yes, submit a copy

Is a Design, Study, Bid Specification, or Consultant required for this project? MOST LIKELY

If yes, has this been completed? NO (If yes, submit details and copies of documents including Consultant's Report)

Is this a Regulatory Compliance Requirement? NOT SURE

Urgent Need? Y (N)

Part II

Detailed description to include explanation of need, general specifications, with explanation of significance and reason for timing:

PLAN WILL BE PUT INTO PLACE BASED ON NEEDS

Source of estimated cost (include copies of any backup information as appropriate):

N/A

Detailed explanation of impact on operating budget (Include impact if funded, le savings etc, and also if NOT funded):

N/A

If item is replacing a like item (including vehicles or equipment), list age, condition, mileage etc of equipment to be replaced.

N/A



Town of Tyngsborough
Capital Project Supplemental Information For Equipment Requests
Five Year Plan – Form 1
FY 2017 to FY 2021

Reference: Project Name TOWN HALL MAINTENANCE Tracking Number 122-21-01

Purpose of expenditure: (Check as appropriate)

- Scheduled Replacement
- Present Equipment Obsolete
- Replace Worn Out Equipment
- Reduce Personnel Time (ie, Payroll Savings)
- Expanded Service
- New Operation
- Increased Safety
- Improve Procedures, Records, Etc
- Regulatory Compliance

Usage: (Answer as appropriate)

Estimated Usage of Requested Item:

Will this item be used on a seasonal basis only?	<u>NO</u>
Months Use per Year	<u>12</u>
Number of Weeks Use per Year	<u>52</u>
Average Days per Week Used	<u>6</u>
Average Hours per Day Used	<u>10</u>
Estimated Useful Life (in Years)	<u>15</u>

TOWN INFORMATION TECHNOLOGY DEPARTMENT

CAPITAL IMPROVEMENT REQUEST 2017 - 2021

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART I

Tracking # 193 - 17 - 01 Fiscal Year Needed: 2017

Department Name: Information Technology

Contact Person: Jason Bulger Phone: 978-649-2300 x140

Project Name: Phone System - Town Hall

Expected Life of item 10 Years Is this a replacement item: No

Total Current Estimated Cost \$ 30,000

Is there a GRANT in connection with this project No *If yes, please submit a copy*

Is a Design, Study, Bid Specification, or consultant required for this project? No

If yes, has this been completed? _____ *If yes, please submit details & copies of documents*

Is this Regulatory Compliance Requirement? No

Urgent Need: Yes *If yes, please explain* Current phone system inadequate

PART II

Detailed description to include explanation of need, general specification, with explanation of significance and reason for timing:

The current phone system is costly and requires a service technician to come out for any changes or moves. A new phone system would allow us to administer it and would enable new features (VOIP, unified voicemail, caller ID, etc).

Source of estimated costs (include copies of any backup information as appropriate):

We are getting three estimates from phone installers.

Detailed explanation of impact on operating budget (include current & future impact, discuss impact if not funded)

Savings depend on the network vendor we select and our particular setup, but they could be substantial.

If item is replacing a like item (including vehicles or equipment), provide age, condition, mileage, etc of existing equipment to be replaced.

Current phone system age is unknown, but looks to be 14 years or older.

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART III

Tracking # 193 - 17 - 01

Project Name: Phone System - Town Hall

Purpose of Expenditure: (Check as appropriate)

- Scheduled Replacement
- Present Equipment Obsolete
- Replace Worn out Equipment
- Reduce personnel Time (i.e., Payroll Savings)
- Expanded Service
- New Operation
- Increased Safety
- Improve Procedures, Records, Etc.
- Regulatory Compliance

Estimated Usage of Requested Item: (Answer as appropriate)

Will this item be used on a seasonal basis only	<u>No</u>
Months Used Per Year	<u>12</u>
Number of Weeks Used Per Year	<u>>52</u>
Average Days Per Week Used	<u>7</u>
Average Hours Per Day Used	<u>24</u>
Estimated Useful Life (in Years)	<u>10</u>

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART I

Tracking # 193 - 17 - 02 Fiscal Year Needed: 2017

Department Name: Information Technology

Contact Person: Jason Bulger Phone: 978-649-2300 x140

Project Name: Fiber-optic Cable Installation

Expected Life of item 25 Years Is this a replacement Item: No

Total Current Estimated Cost \$ 35,000

Is there a GRANT in connection with this project No *If yes, please submit a copy*

Is a Design, Study, Bid Specification, or consultant required for this project? No

If yes, has this been completed? _____ *If yes, please submit details & copies of documents*

Is this Regulatory Compliance Requirement? No

Urgent Need: Yes *If yes, please explain* Inadequate town network

PART II

Detailed description to include explanation of need, general specification, with explanation of significance and reason for timing:

This plan will create a completely connected network topology using pole-mounted fiber-optic cable among four sites (Highway, Town Hall, Fire, Police), so that each site will be connected to every other site. There is currently no disaster recovery site, no fail-over server location, no centralized phone system, dozens of computers not managed by domain policies, no way to securely transfer data from site to site, and this project would alleviate all of those issues and more.

Source of estimated costs (include copies of any backup information as appropriate):

Provided estimates from Comm-Tract for fiber installation and CDW-G (state pricing).

Detailed explanation of impact on operating budget (include current & future impact, discuss impact if not funded)

If not funded, the town will have to rely on each individual server location and will not have a dedicated hot backup; the town will not be able to consider certain options for consolidated phone system solutions; the town will have no disaster recovery sites or off-site storage of backups; the town will have dozens of computers not managed by domain policies or connected to the update server or antivirus console.

If item is replacing a like item (including vehicles or equipment), provide age, condition, mileage, etc of existing equipment to be replaced.

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART III

Tracking # 193 - 17 - 02

Project Name: Fiber-optic Cable Installation

Purpose of Expenditure: (Check as appropriate)

- Scheduled Replacement
- Present Equipment Obsolete
- Replace Worn out Equipment
- Reduce personnel Time (i.e., Payroll Savings)
- Expanded Service
- New Operation
- Increased Safety
- Improve Procedures, Records, Etc.
- Regulatory Compliance

Estimated Usage of Requested Item: (Answer as appropriate)

Will this item be used on a seasonal basis only	<u>No</u>
Months Used Per Year	<u>12</u>
Number of Weeks Used Per Year	<u>>52</u>
Average Days Per Week Used	<u>7</u>
Average Hours Per Day Used	<u>24</u>
Estimated Useful Life (in Years)	<u>25</u>

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART I

Tracking # 193 - 18 - 01 Fiscal Year Needed: 2018

Department Name: Information Technology

Contact Person: Jason Bulger Phone: 978-649-2300 x140

Project Name: New Computers (FY18)

Expected Life of Item 5 Years Is this a replacement item: Yes

Total Current Estimated Cost \$ 16,000

Is there a GRANT in connection with this project No *If yes, please submit a copy*

Is a Design, Study, Bid Specification, or consultant required for this project? No

If yes, has this been completed? _____ *If yes, please submit details & copies of documents*

Is this Regulatory Compliance Requirement? No

Urgent Need: Yes *If yes, please explain* Regular PC refresh

PART II

Detailed description to include explanation of need, general specification, with explanation of significance and reason for timing:

Town hall has 25 computers whose warranties will expire in late FY2017. An estimated 40 other computers are installed in other town buildings. I suggest we replace about 14 of these as configured in the quote, with preference going to high-demand machines that have difficulty maintaining their workloads. Replacing this many machines per year keeps a more even cost for the town and a reasonable workload for IT dispersing the hardware.

Source of estimated costs (include copies of any backup information as appropriate):

Provided estimate from Dell's State & Local Government site (contract pricing).

Detailed explanation of impact on operating budget (include current & future impact, discuss impact if not funded)

Older computers have a higher support cost from IT's perspective and are more likely to result in down-time for the departments relying on them. Older machines, if still in working order, can be used to replace the oldest machines in town.

If item is replacing a like item (including vehicles or equipment), provide age, condition, mileage, etc of existing equipment to be replaced.

Most computers replaced will be between 4-8 years old.

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART III

Tracking # 193 - 18 - 01

Project Name: New Computers (FY18)

Purpose of Expenditure: (Check as appropriate)

- Scheduled Replacement
- Present Equipment Obsolete
- Replace Worn out Equipment
- Reduce personnel Time (i.e., Payroll Savings)
- Expanded Service
- New Operation
- Increased Safety
- Improve Procedures, Records, Etc.
- Regulatory Compliance

Estimated Usage of Requested Item: (Answer as appropriate)

Will this item be used on a seasonal basis only	<u>No</u>
Months Used Per Year	<u>12</u>
Number of Weeks Used Per Year	<u>>52</u>
Average Days Per Week Used	<u>5</u>
Average Hours Per Day Used	<u>8</u>
Estimated Useful Life (In Years)	<u>5</u>

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART I

Tracking # 193 - 19 - 01 Fiscal Year Needed: 2019

Department Name: Information Technology

Contact Person: Jason Bulger Phone: 978-649-2300 x140

Project Name: New Computers (FY19)

Expected Life of item 5 Years Is this a replacement item: Yes

Total Current Estimated Cost \$ 16,000

Is there a GRANT in connection with this project No *if yes, please submit a copy*

Is a Design, Study, Bid Specification, or consultant required for this project? No

If yes, has this been completed? _____ *if yes, please submit details & copies of documents*

Is this Regulatory Compliance Requirement? No

Urgent Need: Yes *if yes, please explain* Regular PC refresh

PART II

Detailed description to include explanation of need, general specification, with explanation of significance and reason for timing:

By FY2019, the Town will have approximately 24 computers older than 5 years, all out of warranty. I suggest we replace about 14 of these as configured in the quote, with preference going to high-demand machines that have difficulty maintaining their workloads. Replacing this many machines per year keeps a more even cost for the town and a reasonable workload for IT dispersing the hardware.

Source of estimated costs (include copies of any backup information as appropriate):

Provided estimate from Dell's State & Local Government site (contract pricing).

Detailed explanation of impact on operating budget (include current & future impact, discuss impact if not funded)

Older computers have a higher support cost from IT's perspective and are more likely to result in down-time for the departments relying on them. Older machines, if still in working order, can be used to replace the oldest machines in town.

If item is replacing a like item (including vehicles or equipment), provide age, condition, mileage, etc of existing equipment to be replaced.

Most computers replaced will be between 4-8 years old.

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART III

Tracking # 193 - 19 - 01

Project Name: New Computers (FY19)

Purpose of Expenditure: (Check as appropriate)

- Scheduled Replacement
- Present Equipment Obsolete
- Replace Worn out Equipment
- Reduce personnel Time (i.e., Payroll Savings)
- Expanded Service
- New Operation
- Increased Safety
- Improve Procedures, Records, Etc.
- Regulatory Compliance

Estimated Usage of Requested Item: (Answer as appropriate)

Will this item be used on a seasonal basis only	<u>No</u>
Months Used Per Year	<u>12</u>
Number of Weeks Used Per Year	<u>>52</u>
Average Days Per Week Used	<u>7</u>
Average Hours Per Day Used	<u>24</u>
Estimated Useful Life (in Years)	<u>6</u>

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART I

Tracking # 193 - 20 - 01 Fiscal Year Needed: 2020

Department Name: Information Technology

Contact Person: Jason Bulger Phone: 978-649-2300 x140

Project Name: Town Hall Server Replacement

Expected Life of Item 6 Years Is this a replacement item: Yes

Total Current Estimated Cost \$ 33,000

Is there a GRANT in connection with this project No *If yes, please submit a copy*

Is a Design, Study, Bid Specification, or consultant required for this project? No

If yes, has this been completed? _____ *If yes, please submit details & copies of documents*

Is this Regulatory Compliance Requirement? No

Urgent Need: Yes *If yes, please explain* Server replacement

PART II

Detailed description to include explanation of need, general specification, with explanation of significance and reason for timing:

In FY2020, the Town Hall's servers will be 5 years old, and while they will hopefully last a little longer than that, they will have reached the end of their useful life and could be used at another town site as a hot backup for critical town systems. As long as the Town Hall/Library maintained physical connectivity with another site via fiber, users would not know the difference if there were an outage at either site.

Source of estimated costs (include copies of any backup information as appropriate):

Provided estimate from Dell's State & Local Government site (contract pricing).

Detailed explanation of impact on operating budget (include current & future impact, discuss impact if not funded)

Older servers have a higher support cost from IT's perspective and are more likely to result in down-time for the departments relying on them. These older servers, if still in working order, could be used as an off-site hot backup.

If item is replacing a like item (including vehicles or equipment), provide age, condition, mileage, etc of existing equipment to be replaced.

The servers to be replaced will be between 5 1/2 - 6 years old.

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART III

Tracking # 193 - 20 - 01

Project Name: Town Hall Server Replacement

Purpose of Expenditure: (Check as appropriate)

- Scheduled Replacement
- Present Equipment Obsolete
- Replace Worn out Equipment
- Reduce personnel Time (i.e., Payroll Savings)
- Expanded Service
- New Operation
- Increased Safety
- Improve Procedures, Records, Etc.
- Regulatory Compliance

Estimated Usage of Requested Item: (Answer as appropriate)

Will this item be used on a seasonal basis only	<u>No</u>
Months Used Per Year	<u>12</u>
Number of Weeks Used Per Year	<u>>52</u>
Average Days Per Week Used	<u>7</u>
Average Hours Per Day Used	<u>24</u>
Estimated Useful Life (in Years)	<u>6</u>

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART I

Tracking # 193 - 21 - 01 Fiscal Year Needed: 2021

Department Name: Information Technology

Contact Person: Jason Bulger Phone: 978-649-2300 x140

Project Name: New Computers (FY21)

Expected Life of item 5 Years Is this a replacement item: Yes

Total Current Estimated Cost \$ 16,000

Is there a GRANT in connection with this project No *If yes, please submit a copy*

Is a Design, Study, Bid Specification, or consultant required for this project? No

If yes, has this been completed? _____ *If yes, please submit details & copies of documents*

Is this Regulatory Compliance Requirement? No

Urgent Need: Yes *If yes, please explain* Regular PC refresh

PART II

Detailed description to include explanation of need, general specification, with explanation of significance and reason for timing:

By FY2021, the Town will have approximately 18 computers older than 5 years, all out of warranty. I suggest we replace about 14 of these as configured in the quote, with preference going to high-demand machines that have difficulty maintaining their workloads. Replacing this many machines per year keeps a more even cost for the town and a reasonable workload for IT dispersing the hardware.

Source of estimated costs (include copies of any backup information as appropriate):

Provided estimate from Dell's State & Local Government site (contract pricing).

Detailed explanation of impact on operating budget (include current & future impact, discuss impact if not funded)

Older computers have a higher support cost from IT's perspective and are more likely to result in down-time for the departments relying on them. Older machines, if still in working order, can be used to replace the oldest machines in town.

If item is replacing a like item (including vehicles or equipment), provide age, condition, mileage, etc of existing equipment to be replaced.

Most computers replaced will be between 4-8 years old.

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART III

Tracking # 193 - 21 - 01

Project Name: New Computers (FY21)

Purpose of Expenditure: (Check as appropriate)

- Scheduled Replacement
- Present Equipment Obsolete
- Replace Worn out Equipment
- Reduce personnel Time (i.e., Payroll Savings)
- Expanded Service
- New Operation
- Increased Safety
- Improve Procedures, Records, Etc.
- Regulatory Compliance

Estimated Usage of Requested Item: (Answer as appropriate)

Will this item be used on a seasonal basis only	<u>No</u>
Months Used Per Year	<u>12</u>
Number of Weeks Used Per Year	<u>>52</u>
Average Days Per Week Used	<u>5</u>
Average Hours Per Day Used	<u>8</u>
Estimated Useful Life (in Years)	<u>5</u>

TYNGSBOROUGH PUBLIC LIBRARY DEPARTMENT

CAPITAL IMPROVEMENT REQUEST 2017 - 2021

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART I

Tracking # 610 - 18 - 01 Fiscal Year Needed: 2018

Department Name: Library

Contact Person: Sue Arthur Phone: 978-649-7361

Project Name: Library & Community Room Carpet

Expected Life of Item 8 Years Is this a replacement item: yes

Total Current Estimated Cost \$ 94,000

Is there a GRANT in connection with this project no *If yes, please submit a copy*

Is a Design, Study, Bid Specification, or consultant required for this project? yes

If yes, has this been completed? no *If yes, please submit details & copies of documents*

Is this Regulatory Compliance Requirement? no

Urgent Need: No *If yes, please explain*

PART II

Detailed description to include explanation of need, general specification, with explanation of significance and reason for timing:

The carpeting in the Library and Community Room is 17 years old and has far outlived its life expectancy.

Source of estimated costs (include copies of any backup information as appropriate):

Quote from EdgePro Flooring of Middleton, MA.

Detailed explanation of impact on operating budget (include current & future impact, discuss impact if not funded)

If item is replacing a like item (including vehicles or equipment), provide age, condition, mileage, etc of existing equipment to be replaced.

The existing 17 year old carpet shows significant wear, including some areas with buckling, split seams, water damage, staining and fading.

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART III

Tracking # 610 18 - 01

Project Name: Library + Community Room Carpet

Purpose of Expenditure: (Check as appropriate)

- Scheduled Replacement
- Present Equipment Obsolete
- Replace Worn out Equipment
- Reduce personnel Time (i.e., Payroll Savings)
- Expanded Service
- New Operation
- Increased Safety
- Improve Procedures, Records, Etc.
- Regulatory Compliance

Estimated Usage of Requested Item: (Answer as appropriate)

Will this item be used on a seasonal basis only	<u>No</u>
Months Used Per Year	<u>12</u>
Number of Weeks Used Per Year	<u>52</u>
Average Days Per Week Used	<u>5</u>
Average Hours Per Day Used	<u>9</u>
Estimated Useful Life (in Years)	<u>8</u>

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART I

Tracking # 610 - 18 - 02 Fiscal Year Needed: 2018

Department Name: Library

Contact Person: Sue Arthur Phone: 978-649-7361

Project Name: Library Interior Painting

Expected Life of item 8 Years Is this a replacement item: yes

Total Current Estimated Cost \$ 75,000

Is there a GRANT in connection with this project no *If yes, please submit a copy*

Is a Design, Study, Bid Specification, or consultant required for this project? yes

If yes, has this been completed? no *If yes, please submit details & copies of documents*

Is this Regulatory Compliance Requirement? no

Urgent Need: NO *If yes, please explain*

PART II

Detailed description to include explanation of need, general specification, with explanation of significance and reason for timing:

The interior painting was done 17 years ago. It has aged well, but shows signs of grime and chipping. The walls, trim and ceiling will need to be repainted in the next few years to maintain the library's appeal.

Source of estimated costs (include copies of any backup information as appropriate):

Quote from Tom's Restoration of Dracut, MA.

Detailed explanation of impact on operating budget (include current & future impact, discuss impact if not funded)

If item is replacing a like item (including vehicles or equipment), provide age, condition, mileage, etc of existing equipment to be replaced.

TOWN OF TYNGSBOROUGH
Capital Project Item Justification Request
FIVE YEAR PLAN
FISCAL YEARS 2017 - 2021

PART III

Tracking # 610 18 - 02

Project Name: Library Interior Painting

Purpose of Expenditure: (Check as appropriate)

- Scheduled Replacement
- Present Equipment Obsolete
- Replace Worn out Equipment
- Reduce personnel Time (i.e., Payroll Savings)
- Expanded Service
- New Operation
- Increased Safety
- Improve Procedures, Records, Etc.
- Regulatory Compliance

Estimated Usage of Requested Item: (Answer as appropriate)

Will this item be used on a seasonal basis only	<u>No</u>
Months Used Per Year	<u>12</u>
Number of Weeks Used Per Year	<u>52</u>
Average Days Per Week Used	<u>5</u>
Average Hours Per Day Used	<u>9</u>
Estimated Useful Life (in Years)	<u>8</u>



Proposal

248 S.Main St.
 Middleton,MA 01949
 978-739-9109
 Fax 978-739-9108

DATE: January 19, 2016
Proposal 2039
FOR: Tyngsborough Library
 Carpeting

Bill To:
 Town of Tyngsborough

	AMOUNT
Mohawk Carpet tile to match Town offices	\$ 39,800.00
Adhesive remover and concrete sealer	\$ 11,793.00
Installation of carpeting	\$ 19,163.00
Rip-up and disposal	\$ 1,500.00
Floor prep	\$ 500.00
Covebase	\$ 1,000.00
TOTAL	\$ 73,756.00

Make all checks payable to EdgePro Flooring
 Balance Due On Completion, after 30 days subject to late fees
 If you have any questions concerning this invoice, contact EdgePro Flooring 978-739-9109

THANK YOU FOR YOUR BUSINESS!

TOM'S RESTORATION

43 Walnut Street
Dracut, Ma 01826

Tyngsboro Public Library
25 Bryants Lane
Tyngsboro, Ma 01879

22 February, 2016

Ms. Susanna Arthur
Library Director

Re: Library Painting & Carpet Replacement

Ms. Arthur:

It was a pleasure to meet you and I hope to be of service to you in the future. As per our discussions, please find attached:

- 1) Coating Submittable for painting;
- 2) Benjamin Moore dual fan-deck color chart kit; and
- 3) A few comments.

You asked me for numbers - here is a quick guess:

Paint - 52k ask for 75k;
Rug - 80k ask for 115k.

There are too many variables to nail down a price for either project. We discussed some of the options during our walk-thru. Planning, timing & coordination are the key elements to this projects success. There are many questions to be asked & a variety of options reviewed before any real numbers can established.

I would be more than willing to enter into an agreement with the Town/Library to provide services associated with this project. Some of the services could be: project planning, presentations, bid preparation, project monitoring & coordination, project review & documentation, and I can pack books to.

Should you have any questions, or require additional information, please feel free to call me at your convenience.

Sincerely,



Thomas L. Honeycutt

08. Citizen and Business Time



2016 MAR 14 AM 8:54

BOARD OF SELECTMEN
TYNGSBOROUGH, MA.

March 9, 2016

Board of Selectmen
Town of Tyngsborough
25 Bryants Lane
Tyngsborough, MA 01879

Re: Programming Change

Dear Chairman and Members of the Board:

In keeping with our ongoing efforts to provide regular updates, I am writing to inform you that effective April 12, 2016, Al Jazeera America has announced that it will cease operations and its programming on channels 107 and 254.

Please be advised customers are receiving notification, in advance via bill message, of this information.

Should you have any questions, please do not hesitate to contact me at (978) 927-5700 x43024.

Sincerely,

Jane M. Lyman

Jane M. Lyman, Sr. Manager
Government & Regulatory Affairs

TOWN OF TYNGSBOROUGH
Schedule of Departmental Payments to the Treasurer

Department: SELECTMEN OFFICE Date: 3/14/2016

Turnover #: _____ *Leave blank for Treasurer to fill in*
 OR Deposit #: _____

Account Number	Description	Amount	Total
280-157-4845-158	Verizon Peg Funds	\$1,041.00	1,041.00
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
TOTAL:			\$1,041.00

To the Accounting Officer:
 The above listed receipt(s), have been collected by the submitting department and have been turned over to the Treasurer \$ 1,041.00



 Committee/Department Signature Title: _____
 Date: 3/14/2016

Received From: Selectmen the sum of: \$ 1041.00
 Treasurer Department: Bronny Anglin
 Date Received: 3-14-16

Copy 1 - Treasurer Copy 2 - Accountant Copy 3 - Departmental Records



Town of Tyngsborough

Veterans' Office

25 Bryants Lane

Tyngsborough, MA 01879-1003

veteransagent@tyngsboroughma.gov

2016 MAR 15 AM 8:33

BOARD OF SELECTMEN
TYNGSBOROUGH, MA

Tel: 978-649-2300

Ext. 131

Fax: 978-649-2320

Christopher Dery
Veterans' Agent

TO: Curt Bellavance
Board of Selectmen

15 March 2016

RE: Deployment status for the Veterans Agent

Good Morning Curt,

Being in the National Guard can sometimes pose challenges for both myself and my employer. The Town of Tyngsborough has always been supportive of my National Guard duties and that support has made serving my Country and Community easier.

Please be advised that my unit is entering a "deployment" phase. This does not mean I will be deploying anytime soon but does mean that I will be in a "ready" status to deploy. I will keep you notified of any information regarding a deployment with the National Guard however, any information I give you would be considered confidential and should not be shared with anyone unless it is on a "need to know" basis.

I have a meeting in April concerning an upcoming deployment and I will keep you posted of any affect this may have on my position here at Town Hall.

As of right now I don't anticipate nor have I been notified of any deployment and I appreciate your support whether I am called up or not.

Respectfully,

Christopher Dery



**Municipal Law Alert
March 2016**

Emergency Regulation Reducing the Amount Municipalities May Charge for Public Records Copying Fees

For a discussion of these and other legal issues, please visit our website at www.mhtl.com. To receive legal updates via e-mail, contact information@mhtl.com.

On February 29, 2016, the Massachusetts Secretary of Public Records filed an emergency amended regulation, **effective immediately**, reducing the maximum fees that governmental entities may charge for photocopies of public records. 930 CMR 32.06 (Fees for Copies of Public Records). Specifically, **public entities may now charge no more than five cents (\$0.05) per page for black and white photocopies or computer printouts of public records.** Previously, municipalities were allowed to charge twenty cents (\$0.20) per page for photocopies, twenty-five cents (\$0.25) per page for copies of public records maintained on microfilm or microfiche, and fifty cents (\$0.50) per page for computer printout copies of public records. This change to the regulation is separate from the pending House and Senate bills to amend the Massachusetts Public Records Law, which are currently being considered by the Legislature.

This amendment will remain in effect for approximately three (3) months. If the Massachusetts Secretary of Public Records holds a public hearing and follows certain other procedural requirements within this time period, then the amendment will become permanent.

The amendment is expected to be filed in the Massachusetts Register on March 25, 2016. Currently, the amended regulation is posted on the website of the Massachusetts Secretary of State, Public Records Division.

If you have any questions about this issue, please contact Lauren Galvin, Esq. or the attorney responsible for your account, or call (617) 479-5000. The firm conducts trainings and advises clients on the Massachusetts Public Records Law and other areas of municipal governance.

This alert is for informational purposes only and may be considered advertising. It does not constitute the rendering of legal, tax or professional advice or services. You should seek specific detailed legal advice prior to taking any definitive actions.

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Phone (617) 479-5000

Fax (617) 479-6469

www.mhtl.com



**Commonwealth of Massachusetts
 Department of the State Treasurer
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114**

Deborah B. Goldberg
Treasurer and Receiver General

Kim S. Gainsboro, Esq.
Chairman

**ALCOHOLIC BEVERAGES CONTROL COMMISSION (“ABCC”) ADVISORY
 REGARDING POWDERED ALCOHOL**

On March 14, 2016, Governor Baker signed into law, “An Act Relative to Substance Use, Treatment, Education, and Prevention.” This Act, in part, updates the Liquor Control Act, Mass. Gen. Laws Chapter 138. The Act defines powdered alcohol as “a nonmedicinal product in powdered or crystalline form that contains alcohol and is intended for consumption by direct use or when mixed with water or another substance.”¹ The Act prohibits anyone, including all licensees in the Commonwealth, from selling, manufacturing, and/or possessing powdered alcohol.² Please be aware that violation of this law is now punishable by a fine of not less than \$100 and up to \$1,000.³

This Advisory replaces the ABCC’s March 12, 2015, Advisory regarding powdered alcohol. As a reminder, all licensees must ensure that they are in compliance with the laws of the Commonwealth of Massachusetts and that sale of alcohol and alcoholic beverages take place only as authorized by applicable law.

(Issued March 22, 2016)

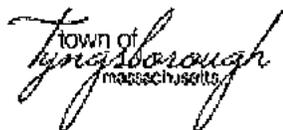
*The Advisory
 Was Mailed to all
 Our Licensees
 3/24/16*

2016 MAR 23 AM 3:10
 BOARD OF SELECTMEN
 TYNGSBOROUGH, MA.

¹ M.G.L. c. 138, § 1.

² M.G.L. c. 138, § 2A.

³ M.G.L. c. 138, § 2A.



Therese Gay <tgay@tyngsboroughma.gov>

ABCC Advisory

Thomas, Renata (TRE) <renata.thomas@state.ma.us>

Tue, Mar 22, 2016 at 2:54 PM

Please be advised that the Massachusetts Alcoholic Beverages Control Commission has released a new advisory on powdered alcohol. This replaces the March 12, 2015 advisory on powdered alcohol. You can find the advisory attached to this email or on our website: www.mass.gov/abcc

Thank you.

Renata Thomas
Assistant Director of Operations
Massachusetts Alcoholic Beverages Control Commission
239 Causeway Street
Boston, Massachusetts 02114
Phone: 617-727-3040 ext 739
Email: rthomas@tre.state.ma.us
<http://www.mass.gov/abcc/>

 **abccadvisorypowderedalcohol2016.pdf**
139K

at the Department's offices, One South Station – 5th Floor, Boston, Massachusetts 02110. The public hearing will be immediately followed by a procedural conference. Any person who desires to comment may do so at the time and place noted above or submit written comments to the Department not later than the close of business (5:00 p.m.) on April 14, 2016.

Copies of the Grid Modernization Plan are on file at the Department's offices, One South Station - 5th Floor, Boston, Massachusetts 02110 for public viewing during business hours and on the Department's website at <http://www.mass.gov/dpu>. Documents on the Department's website may be accessed by looking up the docket by its number (D.P.U. 15-120) in the docket database at <http://web1.env.state.ma.us/DPU/FileRoom/dockets/bynumber>. Any person desiring further information regarding the Grid Modernization Plan should contact counsel for the Company, Melissa G. Liazos, Esq., at 781-907-2108. Any person desiring further information regarding this notice should contact Sarah Herbert, Hearing Officer, Department of Public Utilities, at (617) 305-3500.

Any person who desires to participate in the evidentiary phase of this proceeding must file a written petition for leave to intervene with the Department not later than the close of business on **March 30, 2016**. A petition for leave to intervene must satisfy the timing and substantive requirements of 220 C.M.R. § 1.03. Receipt by the Department, not mailing, constitutes filing and determines whether a petition has been timely filed. A petition filed late may be disallowed as untimely, unless good cause is shown for waiver under 220 C.M.R. § 1.01(4). To be allowed, a petition under 220 C.M.R. § 1.03(1) must satisfy the standing requirements of G.L. c. 30A, § 10. Under 220 C.M.R. § 1.03(1)(d), an answer to a petition to intervene must be filed no later than five days after the petition to intervene is filed.

An original and one (1) copy of all written comments or petitions to intervene must be filed with Mark D. Marini, Secretary, Department of Public Utilities, One South Station - 5th Floor, Boston, Massachusetts 02110, not later than the close of business on the dates noted above. One copy of all written comments or petitions to intervene should also be sent to the Company's attorney, Melissa G. Liazos, 40 Sylvan Road, Waltham, Massachusetts 02451 and by email, melissa.liazos@nationalgrid.com.

All documents should also be submitted to the Department in electronic format using one of the following methods: (1) by e-mail attachment to dpu.efiling@state.ma.us, and the hearing officer sarah.herbert@state.ma.us or (2) on a CD-ROM. The text of the e-mail or CD-ROM must specify: (1) the docket number of the proceeding, D.P.U. 15-120; (2) the name of the person or company submitting the filing; and (3) a brief descriptive title of the document. The electronic filing should also include the name, title, and telephone number of a person to contact in the event of questions about the filing. All documents submitted in electronic format will be posted on the Department's website: <http://www.mass.gov/dpu>.

10. Weekly Warrant

11. Town Administrator's Report

12. Selectmen's Report

13. Executive Session