



# 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, June 6, 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. Board Reorganization**

**3. Meeting Minutes**

- A. Regular Session Meeting Minutes for Review/Approval
  - i. Monday, May 16, 2016

**4. 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.

**5. New Business**

- A. Flints Corner sewer
- B. Media Studio – update from Steven Brogan
- C. Conservation Restriction – Charles George
- D. Billboard – Advertising Guidelines and RFP
- E. Annual Appointments – review
- F. Board of Selectmen – schedule for FY17

**6. Old Business**

- A. Modular Classrooms – raising of structures
- B. Community Choice Power Supply – review aggregation plan
- C. Contract – Authorization for Mascuppic Trail Roadway & Drainage
- D. Roadways – summer program/plans
- E. 5 Industrial Way – extension of time
- F. Special Town Meeting – First Parish Meeting House funding

**7. Correspondence**

**8. Review of Weekly Warrants**





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## 9. Town Administrator's Report

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

## 10. Selectmen's Reports

## 11. Executive Session

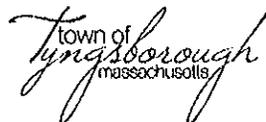
1. Exemption 2. To conduct contract negotiations with nonunion personnel and the chair so declares; Assistant Town Administrator

## 12. Adjournment

### Future Meetings

Monday, June 20, 2016 at Tyngsborough Town Offices, 25 Bryants Lane

Monday, July \_\_, 2016 at Tyngsborough Town Offices, 25 Bryants Lane



## **02. Board Reorganization**



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03A

## Board of Selectmen Meeting Notice **DRAFT**

Monday, May 16, 2016 at 6:00 P.M.  
Community Room, Town Offices, 25 Bryants Lane

Members Present: Selectman Rick Reault, Selectman William Gramer, Selectman Robert Jackson, 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 at 6:05 pm, 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, April 25, 2016

The Board voted 4-0-1 on a motion by Selectman Jackson, second by Selectman Gramer, to approve the minutes of Monday, April 25, 2016. (Selectmen Lambert abstains from voting)

##### ii. Monday, May 2, 2016

The Board voted 3-0-2 on a motion by Selectman Jackson, second by Selectman Gramer, to approve the minutes of Monday, May 2, 2016. (Selectmen Lambert abstains from voting and Selectman Jackson did not vote as he was absent).

### 3. Bond Anticipation Note

#### A. Action required: read motion, vote and sign documents

The Treasurer presented the information in regards to our short term borrowing plans. The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Gramer to vote as follows:

I, Clerk of the Board of Selectmen of the Town of Tyngsborough Massachusetts, certify that at a meeting of the board held May 16, 2016, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: to approve the sale of a \$5,000,000 0.70 percent General Obligation Bond Anticipation Note ("Note No. 1," and together with Note No. 2, the "Notes") of the Town dated May 26, 2016, and payable October 21, 2016, to Eastern Bank at par and accrued interest, if any, plus a premium of \$5,916.19.

Further Voted: to approve the sale of a \$1,887,977 1.50 percent General Obligation bond Anticipation Note ("Note No. 1," and together with Note No. 2, the "Notes") of the Town dated May 26, 2016, and payable October 21, 2016, to Eastern Bank at par and accrued interest, if any, plus a premium of \$5,916.19.

*Town of Tyngsborough*  
massachusetts



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Further Voted: that in connection with the marketing and sale of the Notes, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated May 4, 2016, and a final Official Statement dated May 11, 2016, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver a significant events disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the holders of the Notes from time to time.

Further Voted: that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be, and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

I further certify, that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays, and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the Notes were taken in executive session, all in accordance with G.L. c.30A, sections 18-25, as amended.

#### 4. New Business

##### A. Appoint Town Collector – Special Municipal Employee

The Office received a copy of an opinion from Attorney Charles Zaroulis to Ms. Kerry Colburn-Dion in regards to the Finance Coordinator/Treasurer being elected as the Tax Collector. Mrs. Colburn-Dion being elected to the position of Town Collector, the Board of Selectmen, per M.G.L. c.268A. s.1, Definitions, read: (g) "Municipal employee," a person performing services for or holding an office, position, employment...in a municipal agency, whether by election, appointment...whether serving with or without compensation, on a full, regular, part-time, intermittent, or consultant basis,... It is Town Counsel's opinion, if elected, hold the position of Tax Collector, provided the Board of Selectmen designates the position of Tax Collector as a special municipal employee, and approves the exemption of your interest from M.G.L. c. 268A s. 20, and you file a disclosure as required by M.G.L. c.268AS, s.20(d).

The Board voted 4-0-1 on a motion by Selectman Jackson, second by Selectman Gramer to designate the Tax Collector's position as a special municipal employee and approves the exemption of your interest from M.G.L. c. 268A s.20, and you file a disclosure(Kerry Colburn-Dion did file a disclosure) as required by M.G.L. c.268A s.20(d) and amended to read for a period of time until the Tax Collector is appointed by the Town Administrator and voted and a favorable contract is signed.

##### B. Change of Manager – Carrabba's Italian Restaurant

The necessary paperwork was filed with our office and various town departments have reviewed the request. Furthermore, the Police Department has performed their due diligence in reviewing the application for a new manager at Carrabba's Italian Grill, LLC. There are no issues with the





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proposed new manager. Upon approval by the Board, the application will be forwarded to the Alcoholic Beverages Control Commission for final approval.

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Gramer to approve the change in manager at Carrabba's Italian Grill, LLC to Mr. Mark Normandin.

### C. Transfer of Common Victualler – Mario's Pizza

Mario's, a local restaurant, has changed ownership and the new owners are seeking to transfer the Common Victualler. The new owner is also interested in changing the name to Brother's Pizza & Pasta. 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.

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Gramer to approve the transfer of the Common Victualler to the new owner Sebastiao Pinto Filho DBA Brothers, Pizza & Pasta located at 92 Middlesex Road.

### D. Request to fill vacancy – COA Van Driver

Last year the COA hired four (4) new drivers, since that time 3 have resigned. The COA is in desperate need for additional drivers. Ms. Barbara Roche, COA Director, is requesting the hiring of three (3) additional Van Drivers for the Tyngsborough Council on Aging. This would be a part-time temporary position with no benefits from the town. The funding was already approved through the LRTA Grant for FY2016. The rate of pay is \$13.00 per hour, average 6 hours a day up to 5 days in a 2-week period.

The Board voted 5-0 to support the formal request to hire part-time van drivers with no benefits from the town as funding was approved through the LRTA Grant for FY 2016, the rate of pay is \$13.00 per hour for an average of 6 hours a day up to days in a 2-week period.

### E. Conveyance of Open Space – Conservation Commission Land Acceptance - Connell Construction Corp. Deer Ridge Estates

On November 19, 1999, Connell Construction Corp. received approval from the Planning Board to create a subdivision known as Deer Ridge Estates located at Westford Road and Anderson Drive. As part of the subdivision, three (3) parcels, 15 Alpine Way, 43 Alpine Way, and 381 Westford Road, were left as open space. On September 8, 2015, the Conservation Commission voted to accept the open space parcels. In order to facilitate the transfer and record the new deeds at the Registry, the Board must vote to approve the Conservation Commission's acceptance of the land.

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Gramer to approve the Conservation Commission's acceptance of the following open space parcels as delineated on the plan for Deer Ridge Estates dated 11/19/1999m, and known as the following addresses: 43 Alpine Way (Map 9, Parcel 23, Lot 18); 20 Alpine Way (Map 9, Parcel 23, Lot 26); 15 Alpine Way (Map 9, parcel 23, Lot 23); 381 Westford Road, (Map 9, parcel 23, Lot 25).

### F. Authorization to Award Contract – Ambulance Billing Service

In preparation for an emergency ambulance service operated by the Tyngsborough Fire Department, our office released a Request for Proposal for an Ambulance Billing Service provider to collect the necessary payments and insurance reimbursements. The proposer receives payment in the form of a fixed percentage of actual receipts delivered to the Town. The lowest qualified bidder, and only bidder, Comstar, LLC, offered a fee of 4%. Comstar currently operates as the ambulance billing company for 114 Massachusetts municipalities and over 100 additional municipalities in New England. Comstar ranked "highly advantageous" in all of our RFP review criteria.

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The Board voted 5-0 to approve the proposal from COMSTAR, LLC to provide Ambulance Billing Services as presented, and authorizes the Town Administrator to sign all necessary contract documents, and further authorizes the Town Administrator to enter into a 1 year contract with 2 one year extension beginning July 1, 2016 as presented for the electronic Patient Care Reporting software upon a recommendation from the Fire Chief, contingent upon approval of Article 13: Appropriation – Ambulance Enterprise Fund for Fiscal year 2017, at the Annual Town Meeting on May 17, 2016.

### G. Contract – Collection of Delinquent taxes (update)

At the request of Mr. Spickler, former Tax Collector, our office release a Request for Proposals (RFP) for a collection agency to assist with the collection of delinquent personal property taxes in accordance with M.G.L. chapter 60, Section 2B. Bids were opened on May 3, 2016. The lowest qualified bidder, F.H. Cann & Associates, Inc. bid thirty three percent (33%). This fee, charged to the business upon collection, is limited to 1/3 of the tax bill in accordance with M.G.L. Chapter 60, Section 2B. The total outstanding accounts and balances from FYs 2008 through 2015; the number of accounts total to 252 and the total delinquent amount is \$25,478.89. F.H. Cann & Associates currently serves as the collection agency for the towns of Westford, Chelmsford, Dracut, Lowell and Everett. Reference Checks were positive.

No Motion is required: M.G.L. Ch. 20 S. 2 allows the Tax Collector to enter into agreements with collection agencies for the purpose of collecting municipal taxes.

## 5. Old Business

### A. Final Review

- i. Town Meeting Warrant
- ii. Budget

The Board discussed the remaining articles to discuss and to vote to recommend. Article 4 was the discussion on the stipends for the elected officials. The Town Administrator reached out to the various elected officials and asked if they would be interested in stipends, the Assessor's Office said they were not. The only departments interested were: the Moderator for \$500.00; the Board of Selectmen for \$6,000 for the Chairman and \$3,000 for the members; the Board of Health \$1,250 for the Chairman and \$1,000 for the members; the Sewer Commissioners \$1,500 for the chairman and \$1,500 for the members, this allocation will come from the Sewer Enterprise Fund; the Planning Board \$1,750 for the Chairman and \$1,500 for the members; the GLVTHS \$1,500 per MGL the Committee Members cannot accept stipends. The Board continued to discuss back and forth on the amount of money to place in the stipends. The Board came to a consensus, and voted for the Board of Selectmen that the Chairman will receive \$2,000 and the members receive \$1,875 on a motion by Selectman Gramer, second by Selectman Jackson, the motion passed 4-0-1, Selectman Lambert abstained from voting; the Board voted to make no changes and to support the stipend of \$500 for the Moderator on a motion by Selectman Gramer, second by Selectman Jackson the motion carries 5-0; the Board of Health \$1,000 for the Chairman and \$800 for the members on a motion by Selectman Gramer, second by Selectman Jackson the motion passes 4-0-1, Selectman Lambert abstained from voting; The Planning Board \$1,200 for the Chairman, \$1,000 for the members the Board voted to make no changes the motion passes 4-0-1, Selectman Lambert abstained from voting; The GLVTHS School Committee member \$1,500 the Board voted to leave the decision to the Committee the motion passed 3-1-1, Selectman Reault voted against -0- amount, Selectman Lambert abstained.

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The Board voted 4-0-1 on a motion by Selectman Jackson, second by Selectman Gramer to recommend Article 4 as amended and not as presented. (Selectman Lambert abstained). Article 5 discussion increase in the budget for two new positions the IT Coordinator and the HR Person; the Police Department's budget reflects a new patrolman and a part time dispatchers. discussions on the Recreation Department Budget theirs is \$68,000/\$69,000; with field maintenance at \$15,000, watering the field is at least \$30,000 to \$40,000. The Rec Dept. has been using their revolving funds to keep the bicentennial fields mowed, fertilized and watered and the funds are quickly depleting. The town should maintain and not put it on the back of one single department. The Board voted 4-1-0 (Selectman Lambert in opposition) take some of the funds in the Selectmen's line item salary and wages and shift to the Recreation Department Budget the sum of \$10,000 for FY 2017 the line item increases to \$79,587 on a motion by Selectman Gramer and second by Selectman Jackson. The Veterans Department has decreased due to a lesser number of clients. The Board would like to decrease it to \$220,000 and can revisit it if additional monies is needed; on a motion by Selectman Jackson, second by Selectman Gramer the motion passes 4-0-1 to recommend as amended on Monday May 16, 2016, Selectman Lambert abstains. Article 12 The Board voted 4-0-1 on a motion by Selectman Jackson, second by Selectman Gramer to recommend as presented. (Selectman Lambert abstains). Article 5 of the Special Town Meeting needs no action as the Sewer Commissioners do not need the funds. The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Gramer to take no action on Article 5. Sewer Commissioners transfer from the enterprise fund.

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

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

### **7. Correspondence**

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Gramer, to accept the correspondence with the additional 5 pieces as read. One piece of correspondence from the Veterans' Agent regarding the moving of the World War I and World War II Memorial in the center triangle between Kendall Road/Thomas Road/Winslow Road to the island at Middlesex and Winslow Road along the side of the World War I/World War II/Korean War Memorial.

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Gramer to support the moving of the Monument with a dedication at the new location.

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

The Town Administrator read the following warrants: Warrant # 45VET for \$8,621.17 on 5/9/2016; Warrant #45S(332) for \$13,299.50 on 5/9/2016; Warrant #45S for \$321,965.86 on 5/9/2016; Warrant #45B for \$39,771.60 on 5/9/2016; Warrant #46SPI for \$53,668.48 on 5/16/2016; Warrant #46B for \$730,656.43 on 5/16/2016; Warrant #46B(1) for \$27, 532.11 on 5/16/2016; and Warrant #46P for \$872,993.25 on 5/16/2016.

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### 9. Town Administrator's Report

- Contracting/Procurement

The Bids for the First Parish Meeting House are due Wednesday at 2:00 PM and the bids for the reconstruction of Mascuppic Trail are due Thursday at 10 AM.

- Other

The Administrator and the Media Director's meeting has been postponed, Mr. Brogan is finishing his presentation on a new location for the media studio.

### 10. Selectmen's Reports

Selectman Lambert stated the monument is not just a rock and should be rededication when it moved.

The Chairman reminded everyone of the upcoming Town Meeting on Tuesday, May 17, 2016 at 7:00 PM. at the Elementary School.

Selectman Jackson noted the electronic sign in the center advertising our town meeting, the sign is on loaned to the town by the town of Dracut.

### 11. Executive Session – No executive session this evening.

### 12. Adjournment

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Gramer, to adjourn the meeting. The meeting adjourned at 8:45 PM.

Respectfully submitted

Therese Gay, Admin Assist.

Approved on



## **04. Citizen/Business Time**



Gallant & Ervin

05A

May 5, 2016

Town of Tyngsborough  
Office of the Board of Selectmen  
Richard D. Reault, Chair  
William F. Gramer, Vice-Chair  
Robert G. Jackson, Clerk  
Corliss F. Lambert  
Steven A. Nocco  
Tyngsborough Town Hall  
25 Bryants Lane  
Tyngsborough, MA 01879

**Re: Sewer Capacity-Allocation 150, 156 and 160 Westford Road,  
Tyngsborough, MA**

Members of the Tyngsborough Board of Selectmen:

I represent Edward and Eileen Duffy in their capacity as the Trustees of the Flints Corner Realty Trust (hereinafter, "Trust" or "my clients") and the owners of the properties known as 150, 156 and 160 Westford Road, Tyngsborough, MA (hereinafter, the "Property"). As you may be aware, I have discussed the Property with the Sewer Commission and town counsel on a number of occasions.

Currently, 150 Westford road is all tied-in to and using the Tyngsborough sewer system. 156 and 160 have paid for all connection and tie-in fees to the system. In 1995-1997 my clients paid approximately \$85,000.00 to construct the sewer lines along Westford Road and paid \$12,922.00 to the Town for a one time tie-in of all three of the Trust's Westford Road properties to the Town's sewer system. Pursuant to the recent decision at Town Meeting to re-zone this area of Town to B3, Mixed Use Overlay, my clients have entered into an agreement to develop and sell a portion of their property for a Ninety Six (96) Unit Residential and Mixed Use development. In order to do so, my clients require additional sewer capacity.

As explained to me by the Sewer Commission and town counsel, the Town has taken the position that based upon the recent approval of the sewer extension in the Town of Tyngsborough, there is no available sewer capacity for any further development of my clients' properties or any other property in the Town of Tyngsborough, MA within this area of town. In fact, based upon the information that I have received from the Town, there is approximately 300,000.00 gallons per day capacity remaining and current usage available through the municipal agreement with the City of Lowell. I have been informed that there is approximately 108,000.00 gallons per day capacity allocated to other current projects and there is approximately 200,000.00 gallons per day that the Town has set aside for its sewer expansion project. The

Gallant & Ervin, LLC □ Attorneys at Law

One Olde North Road □ Suite 103 □ Chelmsford, MA 01824 □ tel (978) 256-6041 □ fax (978) 256-7977 □ www.gallant-erwin.com



Town's position is in direct contravention of well-established Massachusetts case law, which states that a Town and its sewer commission are not empowered to postpone presently sought connections to give precedent to connections contemplated in the future. Cedarmere Ventures LLC v. Cohasset Sewer Comm'rs 2006 Mass. Super. LEXIS 525. Clark v. Bd. of Water & Sewer Commissioners of Norwood, 353 Mass. 708, 710, 234 N.E.2d 893 (1968)

Further, Massachusetts law provides a right to connect to a sewer system as long as the resulting connection does not pose an immediate risk of overloading the existing system. K. Hovnanian, Inc. v. City of Taunton (Mass. App. Ct. 1994), 37 Mass. App. Ct. 639, 642 N.E.2d 1044, 1994 Mass. App. LEXIS 1085. Therefore, the Town has no discretion to deny an applicant the right to connect to a common sewer system unless the connection would at once immediately overload the sewer and risk flooding and danger of injury to persons or property. Mass. Gen. Laws ch. 83, § 3. Cedarmere Ventures LLC v. Cohasset Sewer Comm'rs 2006 Mass. Super. LEXIS 525. Clark v. Bd. of Water & Sewer Commissioners of Norwood, 353 Mass. 708, 710, 234 N.E.2d 893 (1968). Massachusetts Soc. of Graduate Physical Therapists, Inc. v. Board of Registration in Medicine, 330 Mass. 601, 605-606. Clark v. Board of Water & Sewer Comm'rs, 353 Mass. 708, 234 N.E.2d 893, 1968 Mass. LEXIS 721 (Mass. 1968).

The Town of Tyngsborough's "first come first serve basis" policy has been established for a number of years. According to the policy, capacity is allocated to a property owner based upon available known gallon per day capacity remaining to the City under the municipal agreement with the City of Lowell. In this instance, there is remaining capacity available. The sewer extension which has been approved by a Town Meeting will not be constructed and completed for a number of years and to hold up the sewer allocation or capacity based upon the anticipated construction from anywhere from 2-4 years, places an illegal moratorium on every application and development in town pending an increase in capacity under a new municipal agreement with the City of Lowell. Such delay or extension is unconstitutional and in violation of my clients' rights.

The Courts of the Commonwealth have long established that all applicants must be treated on par with all other applicants. Medeiros v. Baldwin Bros., Inc. 17 LCR 471 2009 Mass. LCR LEXIS 110 (Mass. Land Ct. 2009) (*Id.*) To that end, the Town is not at liberty to set aside capacity in its own favor over requests for capacity from other applicants, such as my clients'.

According to my recent discussions, the Town of Tyngsborough has at least three viable options to increase available capacity for the Town and applicants. First, the Town could discuss and pursue obtaining more capacity directly with the City of Lowell. The City has recently accepted a proposal to terminate storm water drain runoff into Duck Island and therefore additional capacity has been created. Second, there is additional capacity available with the Town intermunicipal agreement with Dracut that could simply be allocated to this area of Town and used for this project and all other needs in this area of Town anticipated by the re-zoning. Finally, the Town could pursue an agreement with Chelmsford to increase its capacity by using Chelmsford's currently available capacity. Such additional capacity can only be obtained by Town action.



At this time, the Trust respectfully requests any and all documents, including but not limited to plans, maps, contracts, meeting minutes, and correspondence relating to:

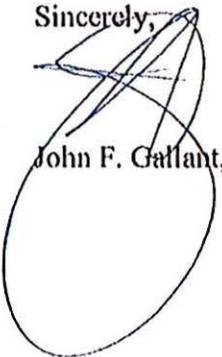
1. Town of Tyngsborough Sewer Construction Plans and extensions and any reservation of capital;
2. Agreements and/or negotiations with Lowell regarding Duck Island or any other increase in sewer capacity;
3. Agreements and negotiations with Dracut regarding reallocating sewer capacity;
4. Agreements and negotiations with Chelmsford for increased usage and sewer capacity; and
5. Any and all documents in any way relating to available sewer capacity, sewer constructions, or plans to increase sewer capacity in Tyngsborough.

In the alternative, the Trust requests that its current Application for increased sewer usage be approved without further delay.

Clearly, it is well within the Town's ability to solve this issue. First, it can and should admit and approve the Duffy's request for increased capacity at the Property immediately. Second, it should begin obtaining additional sewer capacity from one or more of the municipalities listed above. My clients, by and through this office, are willing and able to assist the Town and ensure that sewer capacity is increased to accommodate both the Town's needs and the Trust's needs. By working together a resolution can be reached in a timely manner.

Please place this matter on the next scheduled agenda for the next Selectman's meeting.

Sincerely,

  
John F. Gallant, Esq.

JFG/hlz



Gallant & Ervin

April 13, 2016

Tyngsborough Sewer Commission  
Tyngsborough Town Hall  
25 Bryants Lane  
Tyngsborough, MA 01879

**Re: Sewer Capacity-Allocation 150, 156 and 160 Westford Road,  
Tyngsborough, MA**

Dear Sir or Madam:

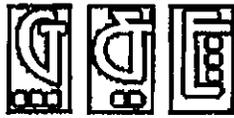
This office represents Edward and Eileen Duffy as the Trustees of the Flints Corner Realty Trust and the owners of the properties known as 150, 156 and 160 Westford Road, Tyngsborough, MA. As we discussed, we would like to continue a discussion with the town for resolution of any issues concerning the sewer connection for the proposed development of these properties.

Please place this matter on the agenda with counsel for the Tyngsborough Sewer Commission as soon as possible and contact me to let me know when it has been scheduled.

Very Truly Yours,

John F. Gallant, Esq.

JFG/nam  
cc: Charles Zaroulis, Esq.



## Gallant & Ervin

December 17, 2015

Jeffrey Hannaford  
Tyngsborough Sewer Commission  
Tyngsborough Town Hall  
25 Bryants Lane  
Tyngsborough, MA 01879

**Re: Sewer Capacity-Allocation 150, 156 and 160 Westford Road,  
Tyngsborough, MA**

Dear Jeff:

As you are aware, I represent Edward and Eileen Duffy as they are the Trustees of the Flints Corner Realty Trust and the owners of the properties known as 150, 156 and 160 Westford Road, Tyngsborough, MA. As you may recall, we have discussed this property on a number of occasions, both prior to the initial request at Town Meeting for the initial sewer extension and after the subsequent denial.

I have become aware that you have recently taken the position that based upon the recent approval of the sewer extension in the Town of Tyngsborough, that there is no available sewer capacity for any proposed for the further development of my clients' properties or for that matter any other property in the Town of Tyngsborough, MA. In fact, based upon the information that I have received from the Town, there is approximately 300,000.00 gallons per day capacity remaining and current usage available through the municipal agreement with the City of Lowell. I have been informed that there is approximately 108,000.00 gallons per day capacity allocated to other current projects and there is approximately 200,000.00 gallon per day that you propose to set aside for the Town to expand the sewer based upon the recent sewer extension approved at the Town Meeting.

As you may recall, in 1995 my clients and a developer, Michael Gower funded the sewer extension along Westford Road. My clients paid approximately \$80,000.00 to construct the same and the total cost of construction was over \$600,000.00. My clients also paid \$12,000.00 to the Town for a one time tie-in of all three of their properties to the Town's sewer system. My clients and Mr. Gower paid for the extension and construction of the sewer extension along Westford Road. Because these properties are all presently tied-in to and using the Tyngsborough sewer system, my client would not be asking for, nor would they be required to tie-in to the system. Rather, based upon the approval of a proposed development of the sites they would simply be using some additional capacity than what is currently being used on site.

Gallant & Ervin, LLC □ Attorneys at Law

One Olde North Road □ Suite 103 □ Chelmsford, MA 01824 □ tel (978) 256-6041 □ fax (978) 256-7977 □ [www.gallant-erwin.com](http://www.gallant-erwin.com)



Under Massachusetts law, M GL Chapter 83, Section 3, the law provides a right to connect to a sewer system as long as the resulting sewer does not pose an immediate risk of overloading the existing system. K. Hovnanian, Inc. v. City of Taunton (Mass. App. Ct. 1994), 37 Mass. App. Ct. 639, 642 N.E.2d 1044, 1994 Mass. App. LEXIS 1085. Moreover, Massachusetts Courts have long held that pursuant to M.G.L. Chapter 83, Section 3, the Town has no discretion to deny an applicant the right to connect to a common sewer system unless the connection would at once immediately overload the sewer and risk flooding and danger of injury to persons or property. Mass. Gen. Laws ch. 83, § 3. Cedarmere Ventures LLC v. Cohasset Sewer Comm'rs 2006 Mass. Super. LEXIS 525. Clark v. Bd. of Water & Sewer Commissioners of Norwood, 353 Mass. 708, 710, 234 N.E.2d 893 (1968). Massachusetts Soc. of Graduate Physical Therapists, Inc. v. Board of Registration in Medicine, 330 Mass. 601, 605-606. Clark v. Board of Water & Sewer Comm'rs, 353 Mass. 708, 234 N.E.2d 893, 1968 Mass. LEXIS 721 (Mass. 1968).

In addition, the law is also well established pursuant to the Clark and Cedarmere cases, the Town and its sewer commissions are not empowered to postpone presently sought connections to give precedent to connections contemplated in the future. Cedarmere Ventures, 353 Mass. at 711. The law in Massachusetts is clear that were reasonable sewer capacity exists to serve an applicant's building or proposed expansion or development that the land owner or applicant has a present legal right to sewer access then the application cannot be refused as a matter of discretion. In accordance with Mass. Gen. Laws ch. 83, §1C in the case of new construction, expansion or of an existing structure, change in use or even an increase in flow from a specific property, such expansion, change in use, or increase in flow that does not result in sewage flow in excess of the amount of 310 CMR 15.000 regulations flow capacity or actual flow resulting from a legal use of said land, whichever is greater, is permitted.

The Town's policy has been established for a number of years that capacity is allocated based upon a "first come first serve basis" and based upon available known gallon per day capacity remaining to the City under the municipal agreement with the City of Lowell. In this instance, there is remaining capacity available. The sewer extension which has been approved by a Town Meeting will not be constructed for a number of years and to hold up the sewer allocation or capacity based upon the anticipated construction from anywhere from 4-6 years, places an illegal moratorium on every application and development in town pending an increase capacity under a new municipal agreement with the City of Lowell. Such delay or extension is unconstitutional and in violation of my clients' rights.

The Courts in this Commonwealth have long held that in the event of a waiting list for sewer connection, any municipal entity responsible for issuing permits should assure that the proposed development is given in its place and that list is conforming with the same policies that are applied to other applicants. Medeiros v. Baldwin Bros., Inc. 17 LCR 471 2009 Mass. LCR LEXIS 110 (Mass. Land Ct. 2009) The Courts of the Commonwealth have long established that all applicants must be treated on par with all other applicants. (*Id.*) To that end, a request by my clients for additional sewer capacity should be given its priority in conforming with the same



policies, as all the applicants as they have been treated by the Town of Tyngsborough throughout its history.

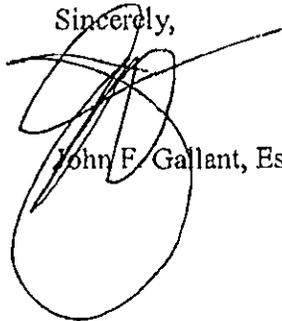
Moreover, and perhaps the most compelling reason for the approval of this development is that the Duffy's have already paid for all application tie-in fees for the sewer to the Town of Tyngsborough. As business owners, they assisted and paid for the extension of the sewer line up through their properties up to the roadway. There is no additional tie-in fee necessary for any additional usage on their property.

We are presently in the process of conducting an analysis of their existing billing and usage of the property, as we believe that they are using far less than the actual billings for this property and presently have an existing unused capacity.

As you may be aware, the project recently received approval at the Town Meeting for the re-zoning of this parcel. It is my understanding that you have continued to take the position that there is no remaining sewer capacity remaining as you are saving the remaining capacity for the future build out of the Town sewer as mentioned above.

Please place this matter for purposes of discussing on the next sewer commission meeting and contact me at your earliest possible convenience.

Sincerely,



John F. Gallant, Esq.

JFG/cml



***Town of Tyngsborough***  
***Office of the Media Director***

25 Bryants Lane - Tyngsborough, Massachusetts 01879-1003

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

[sbrogan@tyngsboroughma.gov](mailto:sbrogan@tyngsboroughma.gov)

Stephen W. Brogan

Date: June 3, 2016

To: Board of Selectmen  
cc: Curt Bellavance, Town Administrator  
Matthew Hanson, Assistant Town Administrator

Re: Proposed PEG Center Location

As we have discussed in my previous memo on March 24, I convened a group of media industry professionals to review the 5 locations identified as possible sites for the PEG center.

The locations reviewed were:

The First Parish Meeting House - Basement

Tyngsborough Middle School

Former Senior Center

Winslow School

Tyngsborough Recreation Center - Former American Legion

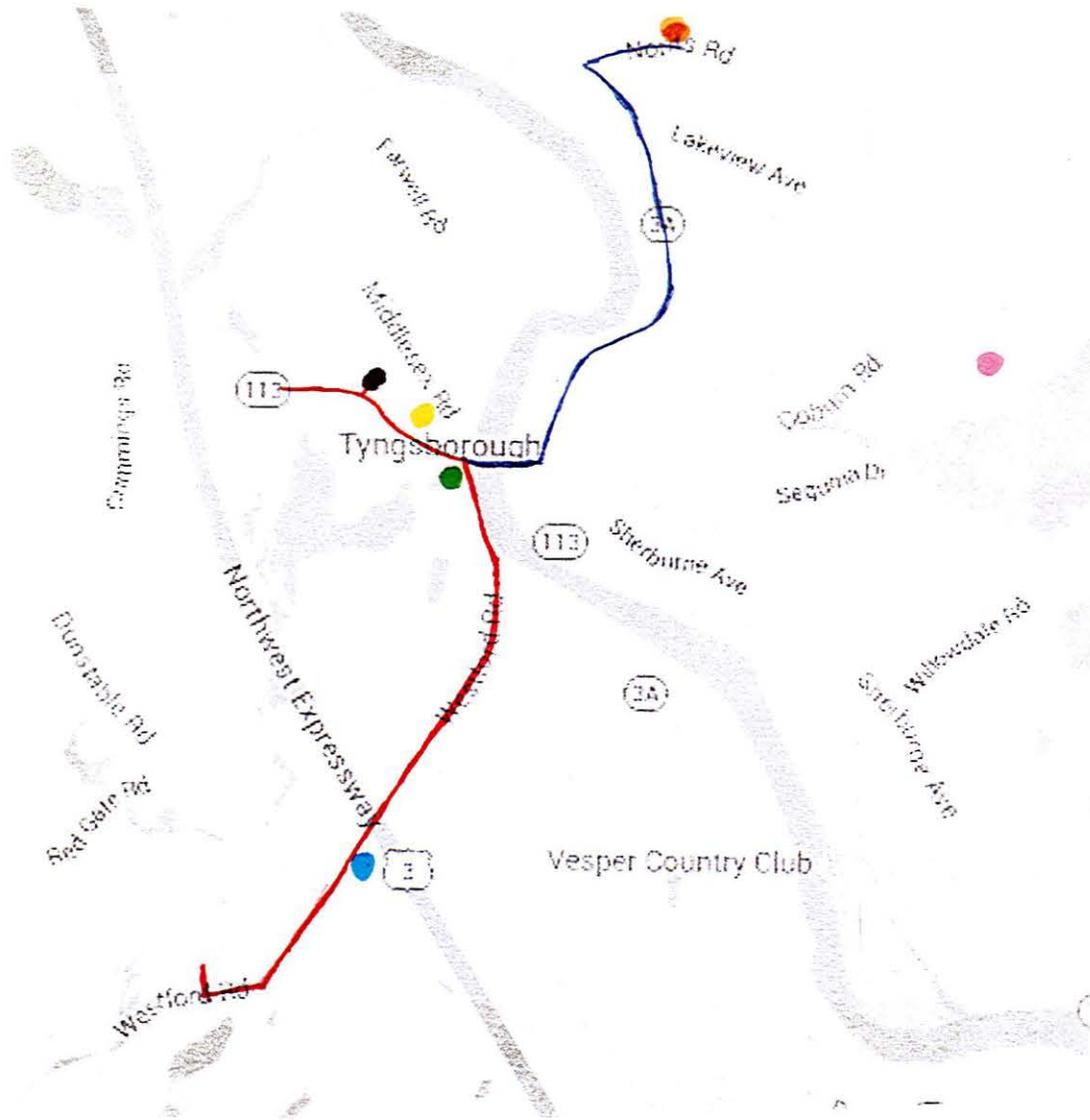
All five buildings were visited multiple times to take measurements, pictures and record other pertinent information for the meeting. Each building was rated on a scale of one (1) to ten (10) on the attributes of condition, accessibility, parking and configurability. We also weighed the criteria outlined in my previous memo regarding facility necessities. We discussed potential costs associated with renovations and outfitting of the buildings to make them suitable for PEG operations. Each location was plotted on a satellite map with the future town network lines to address accessibility and connection costs and finally we weighed the many pro's and con's associated with each individual location.

After careful consideration of all the above items we were able to reach a unanimous decision regarding the best possible location. The Tyngsborough Recreation Center was chosen as the most equitable, meeting all the potential needs and having the best cost to value ratio while also allowing us to stretch the PEG funds for maximum effect and value. Moving forward, the next steps will be to receive approval from the selectmen on this location, identify an architect, begin the building design and cost estimate phase and gather cost estimates for equipment outfitting.

As always, I look forward to hearing your input and beginning the next phase of this exciting project.

Sincerely Yours,

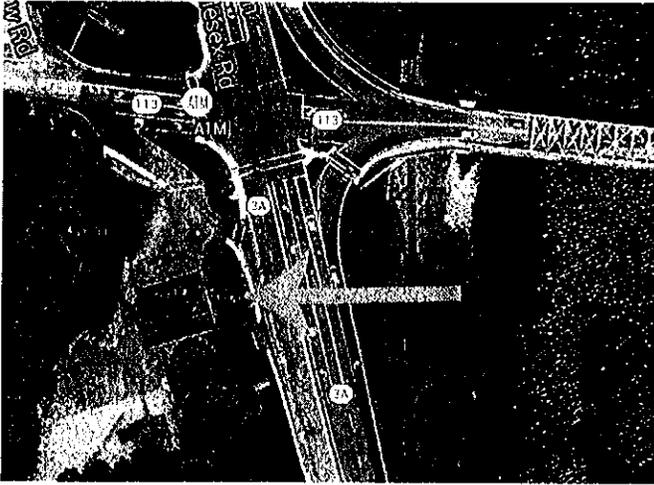
Stephen W. Brogan  
Media Director



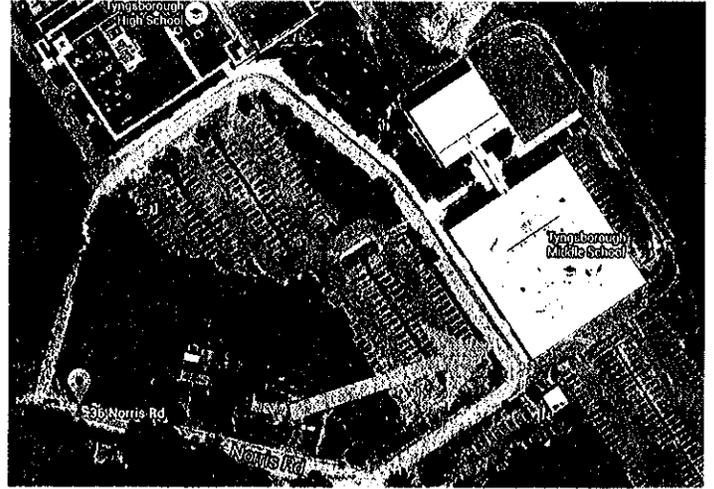
- Town Hall
- Recreation Center
- Old Senior Center
- First Parish Meeting House
- Winslow School
- Middle School
- Town Fiber Line (Phase 1)
- Town Fiber Line (Phase 2)

# Satellite Photos

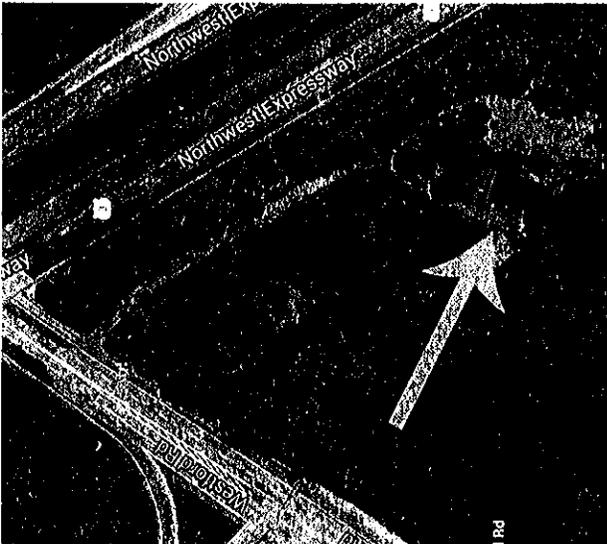
## First Parish Meeting House



## Middle School



## Recreation Center



## Winslow School



## Old Senior Center



# Tyngsborough Recreation Center

Gross Area - 3420 Square Feet

Number of Floors - 2

Ceiling Height - 8' (upper floor)

7'6" (lower floor)

Building Condition - 6.5

Accessibility - 10

Parking - 10

Configure-ability - 8



# Old Senior Center

Gross Area - 2331 Square Feet

Number of Floors - 1

+ Basement for storage

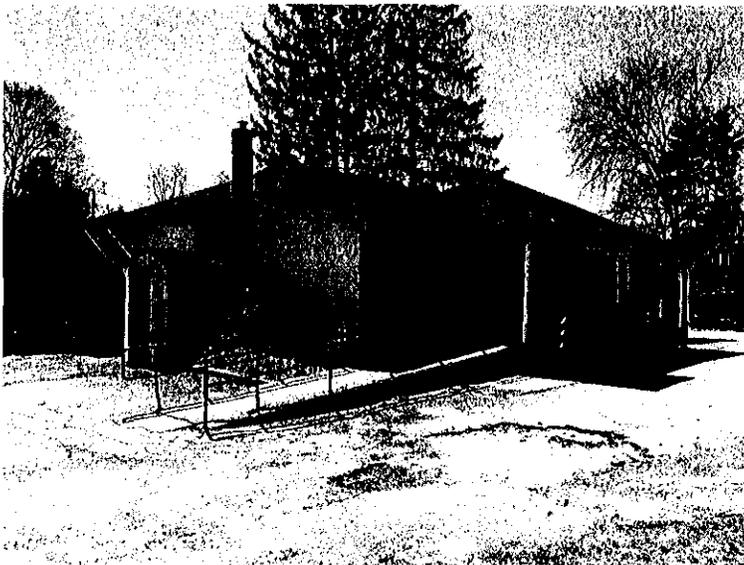
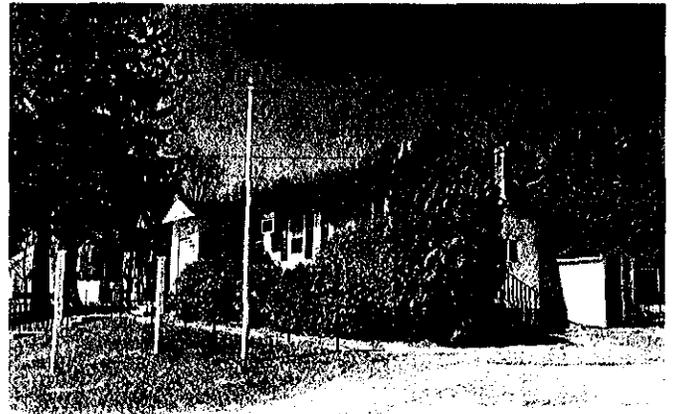
Ceiling Height - 8'

Building Condition - 6

Accessibility - 10

Parking - 10

Configure-ability - 8



# First Parish Meeting House

Gross Area - 2580 Square Feet

Number of Floors - 1

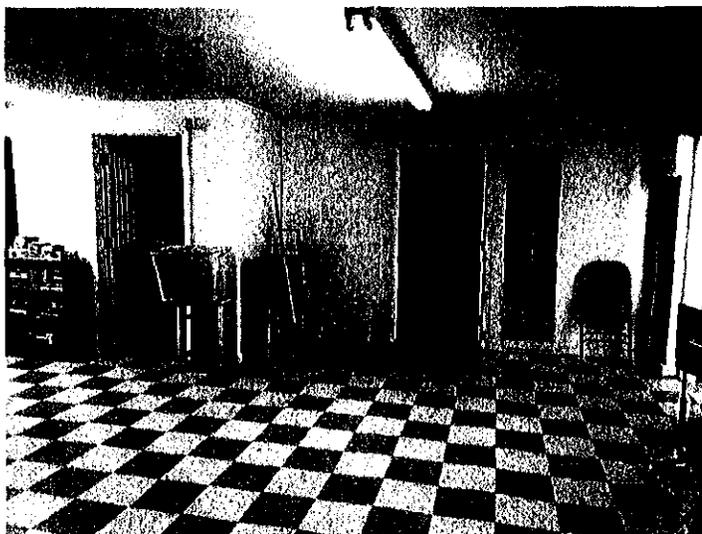
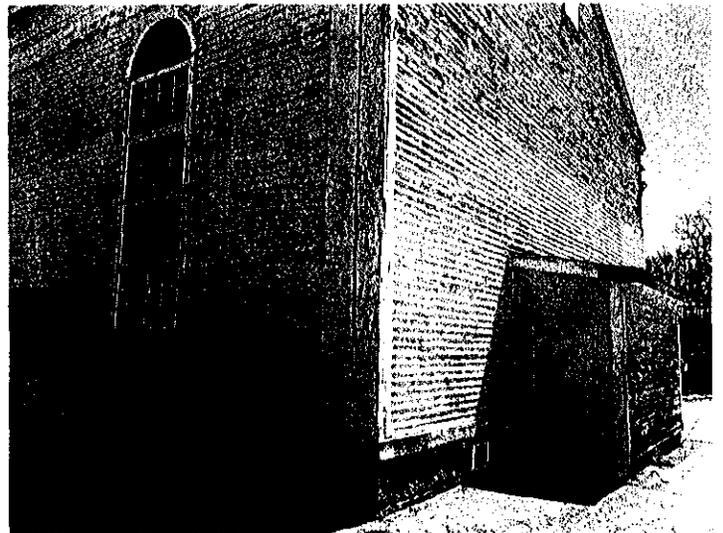
Ceiling Height - 7.9'

Building Condition - 5

Accessibility - 3

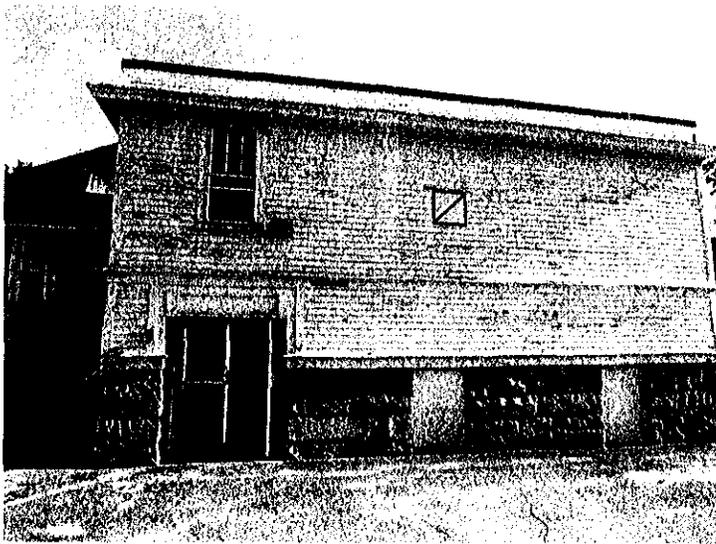
Parking - 10

Configure-ability - 6



# Winslow School

Gross Area - 2537 Square Feet  
Number of Floors - 1 + basement  
Ceiling Height - 12'  
Building Condition - 1 out of 10  
Accessibility - 6 out of 10  
Parking - 10 out of 10  
Configure-ability - 6 out of 10



# Tyngsborough Middle School

Gross Area - 1240 Square Feet

Number of Floors - 1

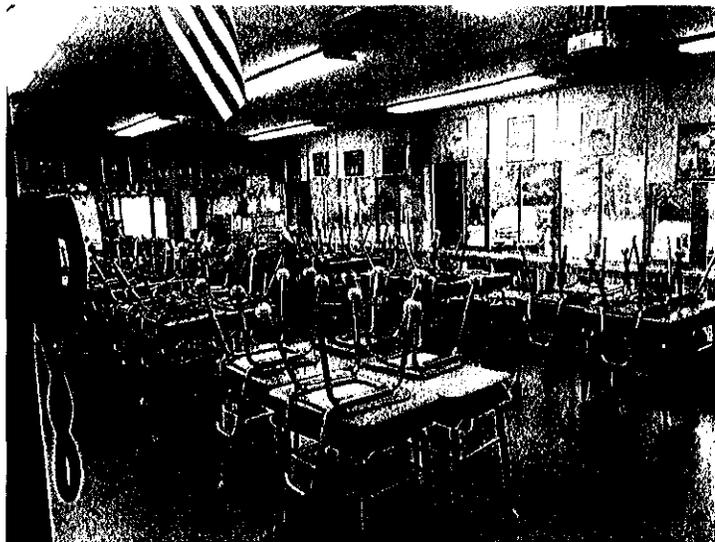
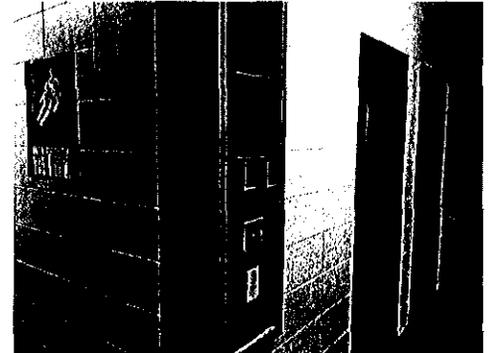
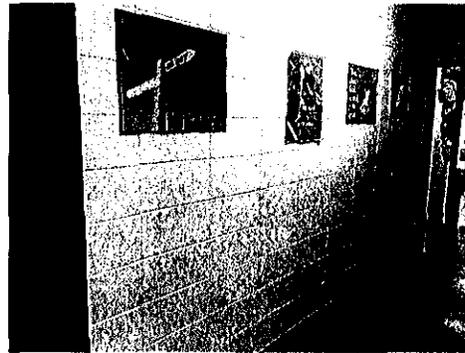
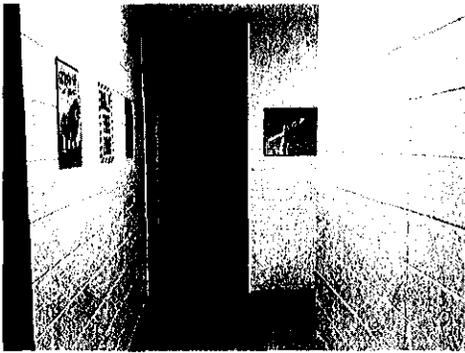
Ceiling Height - 8.5'

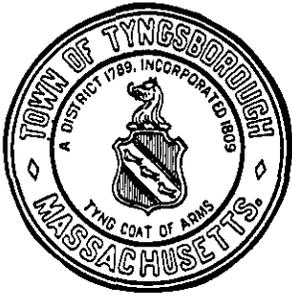
Building Condition - 8

Accessibility - 7

Parking - 10

Configure-ability - 1





*Town of Tyngsborough  
Conservation Commission*  
25 Bryants Lane  
Tyngsborough, Massachusetts 01879-1003  
Office: (978) 649-2300 ext 116  
Fax: (978) 649-2301

May 16, 2016

Mr. Matt Hanson  
Assistant Town Administrator  
Town Hall  
25 Bryants Lane  
Tyngsborough, Ma 01879

Dear Sir,

Please find enclosed, an original copy of the proposed conservation restriction by the Charles George's irrevocable trust. The conservation restriction for this 15 acre parcel, is the last part of the Charles George's court order based on EPA directives. The director for this parcel was that it was to be either donated as conservation land or given a permanent conservation restriction, to allow the parcel to remain permanently in its untouched state.

At its last regular meeting on May 10, 2016, the conservation commission through its chairman signed this form. This original along with a sketch enclosed of the parcel in question off route 3, is presented for the board of selectmen to sign. I look forward to receiving a signed restriction, which we can then forward along with the field inspection forms, to the division of conservation services for final approval. If there is anything further you require from myself or the conservation commission, pertaining to this matter, please feel free to call on me at any time.

Please call me with any questions you may have.

Sincerely,

Matthew S. Marro  
Conservation Director

cc: File

Grantor: The Charles George 2007 Irrevocable Trust  
Grantee: Town of Tyngsborough, Massachusetts  
Address of Premises: off State Route 3  
For title see: Book 27471, Page 108 (Parcel 3)

### CONSERVATION RESTRICTION

This GRANT OF CONSERVATION RESTRICTION (the "Grant") is made as of this 1 day of April, 2016, by Karen George, as Trustee of the Charles George 2007 Irrevocable Trust, with an address of P.O. Box 132, Topsfield, MA 01983.

#### WITNESSETH

WHEREAS, the Charles George 2007 Irrevocable Trust, is the owner of a parcel of land constituting approximately fifteen (15) acres located in the Town of Tyngsborough, off State Route 3, Tyngsborough, Massachusetts, more particularly described in Exhibit A and on the attached sketch plan. ("the Premises").

WHEREAS, the Secretary of the United States Department of the Interior, the Secretary of the United States Department of Commerce acting by and through its National Oceanic and Atmospheric Administration, and the Massachusetts Secretary of Energy and Environmental Affairs (collectively the "Trustees") are vested with authority to file claims to recover natural resource damages pursuant to 42 U.S.C. §9067 and, for the Massachusetts Secretary of Energy and Environmental Affairs, M.G.L. c. 21E, §5;

WHEREAS, the Premises is located near a site, known as the Charles George Land Reclamation Trust Landfill Superfund Site (the "Site"), which has been identified by the United States Department of Environmental Protection ("EPA") and the Massachusetts Department of Environmental Protection ("DEP") as containing hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), and oil and/or hazardous material, as defined in M.G.L. c. 21E;

WHEREAS, the Grantor, EPA, DEP, the Trustees, and other parties have executed a Consent Decree entered by the United States District Court for the District of Massachusetts in United States of America, et al v. Charles George, et al. (Civil Action Nos. 85-2463-WD, 85-2714-WD) which became final on March 31, 2003 (the "Consent Decree");

WHEREAS, the Grantor agreed in the Consent Decree to record a conservation easement on the Premises;

WHEREAS, the Trustees desire that the Premises remain undeveloped and contribute to support a healthy ecosystem in the Middlesex County environment in perpetuity;

NOW THEREFORE, Grantor, acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the General Laws of Massachusetts, grants, for consideration the receipt and sufficiency of which is hereby acknowledged, with Quitclaim Covenants to the Town of Tyngsborough, 25 Bryant's Lane, Tyngsborough, Massachusetts, 01879 acting by and through its Conservation Commission, by authority of Chapter 40 Section 8C, and its permitted successors and assigns ("Grantee"), in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on the Premises.

#### I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for conservation purposes, predominantly in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values.

These values include the following:

- **Open Space Preservation.** The protection of the Premises contributes to the protection of the scenic and natural character of the Town of Tyngsborough and the protection of the Premises will enhance the open-space value of these lands.

#### II. PROHIBITED ACTS AND USES, EXCEPTIONS, AND PERMITTED USES

##### A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or permit the following acts and uses which are prohibited on, above, and below the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;
- (3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;

- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for public safety vehicles necessary in carrying out their official duties;
- (7) Subdivision; conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel.
- (8) The use of the Premises for more than *de minimis* commercial recreation, business, residential or industrial use of the Premises.
- (9) Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation interests.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction:

- (1) Recreational Activities. Hiking, horseback riding, cross-country skiing and other non-motorized outdoor passive recreational activities that do not materially alter the landscape, do not degrade environmental quality;
- (2) Vegetation Management. In accordance with generally accepted forest management practices, selective *de minimis* removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas, woods roads, fence lines and trails and meadows. All forest management shall be conducted in accordance with a forest management plan and Forest Cutting Plan approved by The Department of Conservation and Recreation acting by and through its State Forester (or any successor agency) and designed to protect and enhance the conservation values of the Premises, including, without limitation, water quality, water features, scenic views, wildlife habitat;
- (3) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.
- (4) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Restriction;

(5) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;

(6) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission or appropriate successor official;

(7) Trails. The marking, clearing, maintenance and construction of not more than 2 unpaved footpaths Trails are to be not wider than 10 feet; and,

(8) Signs. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, and the protected conservation values.

(9) Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.

C. Notice and Approval. Whenever notice to or approval by Grantee is required under the provisions of paragraphs A or B, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice but only on the condition that the requested actions are not prohibited under Section II and the actions will not materially impair the purposes or conservation values of this CR.

### III. LEGAL REMEDIES OF THE GRANTEE

#### A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this

Conservation Restriction. The Grantee shall have the right to pursue third party violations, and the Grantor agrees to cooperate.

Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

B. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. The parties to this Conservation Restriction agree that in the event of damage to the Premises from acts beyond the Grantor's control, that if it is desirable and feasible to restore the Premises, the parties will cooperate in attempting to do so.

D. Survey Disputes

In the event of a dispute over the location of the boundaries, the Grantor shall be responsible for a survey and the placement of permanent boundary markers delineating the boundaries of the Conservation Restriction.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The right of access includes the right to use any roads, easements, or rights of way the Grantor has, to access the Premises. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

## V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds after complying with the terms of any gift, grant, or funding requirements. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, bears to the value of the unrestricted property. The distribution of any proceeds will occur only after complying with the terms of any gift, grant, or funding requirements.

### C. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value proceeds after complying with the terms of any gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

## VI. ASSIGNABILITY

### A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

#### B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of herself and her successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on her behalf. Without limiting the foregoing, the Grantor and her successors and assigns agree themselves to execute any such instruments upon request.

#### C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

### VII. SUBSEQUENT TRANSFERS

**The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do either shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.**

The Grantor shall not be liable for violations occurring after his or her ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this CR shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

### VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with the terms of this Conservation Restriction.

### IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner to ensure that merger does not occur and that the Conservation Restriction will continue to be enforceable. No grant will be effective until this Conservation Restriction is assigned to avoid merger and preserve enforcement of the terms of this Conservation Restriction by a non-fee owner.

#### **X. AMENDMENT**

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Middlesex North District Registry of Deeds.

#### **XI. EFFECTIVE DATE**

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in the Middlesex North District Registry of Deeds. The Grantee shall record this instrument in timely manner in the Middlesex North District Registry of Deeds.

#### **XII. NOTICES**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Karen George, Trustee  
PO Box 132  
Topsfield, MA 01983

with a copy to: Ann M. Sobolewski, Esq.  
Posternak Blankstein & Lund, LLP  
800 Boylston Street  
Boston, MA 02199

To Grantee:

Tyngsborough Conservation Commission  
25 Bryant's Lane,  
Tyngsborough, MA 01879

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

### XIII. GENERAL PROVISIONS

#### A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

#### B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

#### C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

#### D. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

#### E. Homestead

The Grantor(s) and any benefitted parties, by their signatures hereto, subordinate and waive any Homestead Act rights and benefits they may have to this Conservation Restriction.

### XIV. MISCELLANEOUS

- A. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

- B. Included herewith and incorporated herein are the following:
1. Signatures of the Grantor, Grantee, Selectmen of the Town of Tyngsborough, and the MA Secretary of Energy and Environmental Affairs
  2. Exhibit A legal description
  3. Exhibit B "Sketch Plan"
  4. Exhibit C Town Meeting Vote approving the acquisition of the restricted land;
  5. MA Executive Office of Energy and Environmental Affairs LAND Grant agreement

XV. Trustee Certification

I, Karen George, confirm that I am the sole Trustee of the Charles George 2007 Irrevocable Trust, as set forth in the Notice of Trustee Resignation and Appointment of Successor Trustee recorded with the Middlesex North District Registry of Deeds in Book 28288, Page 162 on June 30, 2014.

WITNESS my hand and seal this 1<sup>st</sup> day of April, 2016.

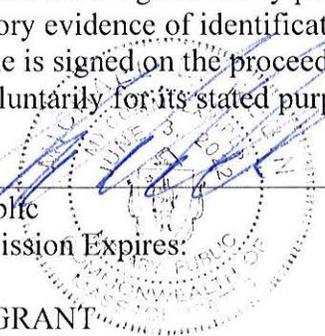
  
 \_\_\_\_\_  
 Karen George, Sole Trustee

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

On this 1<sup>st</sup> day of April, 2016, before me, the undersigned notary public, personally appeared Karen George, proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

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



ACCEPTANCE OF GRANT

The above Conservation Restriction was accepted by Tyngsborough Conservation Commission on this 10 day of May, 2016

OR (if applicable):

At a public meeting duly held on May 10, 2016, the Conservation Commission of the Town of Tyngsborough, Massachusetts voted to accept the above Conservation Restriction.

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

Its: Chairman, duly authorized

(INSERT NOTARIZATION)

~~Middlesex~~ SS

Commonwealth of Massachusetts  
on this Day May 10 2016. Brian Martin, known to me,  
Chairman of the Fynsborough Conservation  
Commission Signed this Conservation  
Restriction By Free Hand and Deed of

Matthew S. Marro  
Notary Public



**MATTHEW S. MARRO**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
December 12, 2019

APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of Tyngsborough, hereby certify that at a public meeting duly held on \_\_\_\_\_, 20\_\_\_\_, the Select Board voted to approve the foregoing Conservation Restriction to the \_\_\_\_\_ pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts. (If the CR is to the Conservation Commission, the Selectmen must also vote to accept the CR pursuant to M.G.L. c. 40 sec. 8C.)

Select Board

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

(INSERT NOTARIZATION)

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the Town of \_\_\_\_\_ has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: \_\_\_\_\_, 20\_\_\_\_

Secretary of Energy and Environmental Affairs

(INSERT NOTARIZATION)

Exhibit A

All of an approximately fifteen (15) acre lot, known as Tyngsborough Assessors Map 21, Lot 35, being more particularly described as:

A tract of woodland, situated easterly of but not abutting on Cummings Road, and thus bounded:

Beginning at a stake and stones at the southwest corner of the wall and land now or formerly of S.T. Wright; thence  
Easterly by said land of Wright, and land of J.P. Cummings to land of Jacob Drake; thence  
Northerly and Northeasterly as the wall now stands, about 1551 feet to a corner in the fence; thence  
Northerly 115.50 feet to a corner in the wall; thence  
Southwesterly, 75.90 feet to a corner in the fence; thence more  
Southerly as the wall now stands, about 412.50 feet to a corner in the wall; thence  
Westerly as the wall now stands, about 330 feet; thence  
Southwesterly by the wall, 610.50 feet to a corner in the wall; thence  
South 551.10 feet to the bound first mentioned.

As further shown on the Plan/Sketch Plan, attached hereto.

There is excepted from this conveyance so much of the above-mentioned premises as has been taken by the Commonwealth of Massachusetts by Instrument of Taking recorded with the Middlesex North District Registry of Deeds.

April 14, 2016

Ann M. Sobolewski  
617-973-6120  
617-722-4921 FAX  
asobolewski@pbl.com

BY FEDERAL EXPRESS

Tyngsborough Conservation Commission  
25 Bryants Lane  
Tyngsborough, MA 01879  
ATTN: Matt Marro, Conservation Director

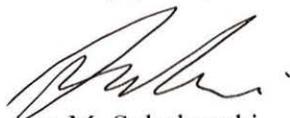
Re: Conservation Restriction

Dear Matt:

Enclosed please find the original Conservation Restriction. Please obtain the appropriate signatures and return the signed original to me in the enclosed, self-addressed stamped envelope.

If you have any questions, please do not hesitate to contact me. Thank you for your assistance in this matter.

Sincerely yours,



Ann M. Sobolewski

AMS/lmc

Enclosures

1999164v1/18102-17



## 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: June 6, 2016

RE: Billboard Advertising Guidelines

---

We are preparing to release an Invitation for Bids (IFB) for an advertising company to construct a billboard at 120 Westford Road. In order to protect the towns interests, we have attached draft advertising guidelines for the Board to review and approve. The guidelines, if approved, will be attached as an appendix to the IFB and any successful lease agreement. The guidelines outline the advertising standards which advertisers must follow in regards to what they may and may not display. The guidelines prohibit items such as profanity, violence, unlawful goods or services, obscenity and adult oriented content.

**Requested Motion:** I move that the Board approves the Guidelines Regulating Town Advertising as presented.



**APPENDIX B**

**GUIDELINES REGULATING TOWN ADVERTISING**

Purpose

Through these Guidelines the TOWN intends to establish uniform, viewpoint-neutral standards for the display of commercial advertising on or in all TOWN property. In setting its advertising standards, the TOWN seeks to fulfill the following goals and objectives:

- (a) maximization of revenue generated by advertising;
- (b) maintaining a welcoming environment for all TOWN residents and visitors;
- (c) protecting the safety and well-being of minor school-aged children;
- (d) avoiding the identification of the TOWN with advertisements or the viewpoints of the advertisers.

The TOWN reserves the right, from time to time, to suspend, modify, or revoke the application of any or all of these Guidelines as it deems necessary to comply with legal mandates, to accommodate its primary function, and to fulfill the goals and objectives referred to herein. All the provisions of these Guidelines shall be deemed severable.

Commercial Advertising Standards

The bidder shall not display or maintain any advertisement that falls within one or more of the following categories:

- (i) Demeaning or disparaging. The advertisement contains material that demeans or disparages an individual or group of individuals. For purposes of determining whether an advertisement contains such material, the TOWN will determine whether a reasonably prudent person, knowledgeable of the TOWN's and using prevailing community standards, would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of, an individual or group of individuals.
- (ii) Tobacco. The advertisement promotes the sale or use a tobacco or tobacco-related products, including depicting such products, including electronic cigarettes.
- (iii) Profanity. The advertisement contains profane language.
- (iv) Firearms. The advertisement either (a) contains an image of a firearm in the foreground of the main visual, or (b) contains image(s) of firearm(s) that occupy 15% or more of the overall advertisement.
- (v) Violence. The advertisement contains an image or description of graphic violence, including, but not limited to (1) the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement, and (2) the depiction of weapons or other implements or devices used in the advertisement in an act or acts of violence or harm on a person or animal.

- (vi) Unlawful goods or services. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services.
- (vii) Unlawful conduct. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities.
- (viii) Obscenity or nudity. The advertisement contains obscene material or images of nudity. For purposes of these Guidelines, the terms “obscene” and “nudity” shall have the meanings contained in Massachusetts General Laws Ch. 272, §31.’ Mass. Gen. Laws ch. 272. §31, defines “obscene” as follows: “matter is obscene if taken as a whole it (1) appeals to the prurient interest of the average person applying the contemporary standards of the county where the offense was committed; (2) depicts or describes sexual conduct **in** a patently offensive way; and (3) lacks serious literary, artistic, political, or scientific value” Mass. Gen. Laws. Ch. 272, §31, defines “nudity” as follows: “uncovered or less than opaquely covered human genitals, pubic areas, the human female breast below a point immediately above the top of the areola, or the covered male genitals in a discernibly turgid state. For purposes of this definition, a female breast is considered uncovered if the nipple or areola only are covered.”) 2 Mass. Gen. Laws Ch. 272, §3 I, defines “minor” as “a person under eighteen years of age.
- (ix) Prurient sexual suggestiveness. The advertisement contains material that describes, depicts, or represents sexual activities or aspects of the human anatomy in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest of minors or adults in sex. For purposes of these Guidelines, the term “minor” shall have the meaning contained in Massachusetts General Laws Ch. 272, §31
- (x) Political campaign speech. The advertisement contains political campaign speech. For purposes of these Guidelines, the term “political campaign speech” is speech that (I) refers to a specific ballot question, initiative petition, or referendum, or (2) refers to any candidate for public office.
- (xi) Endorsement. The advertisement, or any material contained in it, implies or declares an endorsement by the Town or the Commonwealth of any service, product or point of view, without prior written authorization of the TOWN (through its Town Administrator).
- (xii) False, misleading, or deceptive commercial speech. The advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, is false, misleading, or deceptive.
- (xiii) Libelous speech, copyright infringement, etc. The advertisement, or any material contained in it, is libelous or an infringement of copyright, or is otherwise unlawful or illegal or likely to subject the TOWN to litigation.
- (xiv) “Adult”-oriented goods or services. The advertisement promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, Trademarks, slogans or other materials which are identifiable with, films rated “X” or “NC-17,” video games rated M or A O, adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services.
- (xv) Advertisement of Alcoholic Beverages. Advertisements related to the sale of alcoholic beverages shall contain a statement, occupying at least 5% of the area of the advertisement, that indicates the legal

drinking age in Massachusetts and warns of the dangers of alcohol consumption during pregnancy, or in connection with the operation of heavy machinery, or while driving.



# 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: Curt Bellavance, Town Administrator

DATE: June 6, 2016

RE: Annual Appointments

---

The Board should vote to appoint their designees under the one-year term for the following three (3) entities: **Capital Asset Management Committee** (2 positions), **Government Study Commission**, and the **Northern Middlesex Council of Governments Representative**.

The following individuals are recommended for annual appointments:

### Three year terms:

**Motion to reappoint the following individuals to the listed boards/commissions/committees for a three year term expiring on June 30, 2019:**

Name	Committee	Term Length	Term End
Harvey Miller	Board of Appeals	3	2019
Ed Smith, Associate	Board of Appeals	3	2019
Patrick Mical, Associate	Board of Appeals	3	2019
David W. Coles	Board of Registrars	3	2019
Guy Denomme	Community Preservation Committee	3	2019
John Pelletier	Community Preservation Committee	3	2019
Joelyn Riley	Community Preservation Committee	3	2019
Darryl Wickens	Community Preservation Committee	3	2019
Brian J. Martin	Conservation Commission	3	2019
Linda Bown	Conservation Commission	3	2019
Roger N. Downing	Council on Aging	3	2019
Terry Martineau	Council on Aging	3	2019
Julie Rogers	Cultural Council	3	2019
Tammy Adams	Cultural Council	3	2019
Christina Dugas	Cultural Council	3	2019
Sujatha Meyyappan	Cultural Council	3	2019
Barbara Monleon	Cultural Council	3	2019





# TOWN OF TYNGSBOROUGH

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Warren W. Allgrove, Jr.	Historical Commission	3	2019
Marie R. Lambert	Historical Commission	3	2019
Herbert F. Morton	Historical Commission	3	2019
Laura Barton	Recreation & Parks Commission	3	2019
Chris Lenzi	Recreation & Parks Commission	3	2019

## One year terms:

Motion to reappoint the following individuals to the listed boards/commissions/committees for a one year term expiring on June 30, 2017:

Name	Committee	Term Length	Term End
Brian Conant	Fields Use Committee	1	2017
Dave Robson	Animal Inspector	1	2017
Kerry Colburn-Dion	Ambulance Study Committee	1	2017
Chief, Timothy J. Madden	Ambulance Study Committee	1	2017
Arthur E. Michaud	Ambulance Study Committee	1	2017
Wesley W. Russell	Ambulance Study Committee	1	2017
Robert J. Pelletier	Burial Agent	1	2017
	Capital Asset Management Committee (BOS Member)	1	2017
	Capital Asset Management Committee (BOS Member)	1	2017
Kerry Colburn-Dion	Capital Asset Management Committee	1	2017
Vacant	Capital Asset Management Committee	1	2017
Christopher Mellen	Capital Asset Management Committee	1	2017
Rob Mullin	Capital Asset Management Committee	1	2017
Charlotte B. Chafe	Citizens' Taxation Aid Committee	1	2017
Kerry Colburn-Dion	Citizens' Taxation Aid Committee	1	2017
Ann Marie Conant	Citizens' Taxation Aid Committee	1	2017
Alison Page	Fields Use Committee	1	2017
George Trearchis	Fields Use Committee	1	2017
Deputy Chief Wesley W. Russell	FD Emergency Management Director	1	2017
Officer Michael Cassella	FD Emergency Management Deputy	1	2017
Timothy J. Madden, Fire Chief	FD Emergency Preparedness Committee	1	2017
Richard Howe, Police Chief	FD Emergency Preparedness Committee	1	2017





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James P. Doster	FD Board of Fire Engineers	1	2017
Raymond J. Ledoux	FD Board of Fire Engineers	1	2017
Arthur E. Michaud	FD Board of Fire Engineers	1	2017
Wilfred Mercier	FD Board of Fire Engineers	1	2017
Donald Singleton	FD Board of Fire Engineers	1	2017
Timothy Madden	FD Board of Fire Engineers	1	2017
Timothy J. Madden	FD Fire Chief/Forest Warden/Right to Know	1	2017
Wesley W. Russell	FD Deputy Chief	1	2017
Jason Newton	FD Deputy Chief	1	2017
Captain Christopher P. Newton	FD Station 1	1	2017
Lt. Andrew McAllister	FD Station 1	1	2017
Lt. Dana M. Cocozziello	FD Station 2	1	2017
Lt. Douglas P. Latulippe	FD Station 2	1	2017
Capt. Patrick Sands	FD Station 3	1	2017
Lt. Laval Blanchette	FD Station 3	1	2017
Lt. John Colburn	FD Station 3	1	2017
	Government Study Commission (BOS Member)	1	2017
Jacqueline Schnackerts	Government Study Commission	1	2017
Donald Lampron	Government Study Commission	1	2017
Diana Keohane	Government Study Commission	1	2017
Burt Buchman	Government Study Commission	1	2017
Karyn Puleo	Government Study Commission	1	2017
Paula Derby	Government Study Commission	1	2017
Robert Mercier	Government Study Commission	1	2017
Pam Berman	Insurance Advisory Committee	1	2017
James Hustins	Insurance Advisory Committee	1	2017
Shaun Woods	Insurance Advisory Committee	1	2017
Christopher Dery	Insurance Advisory Committee	1	2017
Cheryl Santos	Insurance Advisory Committee	1	2017
Shelby Gauvin	Insurance Advisory Committee	1	2017
George Richardson	Insurance Advisory Committee	1	2017
Sgt. Michael W. Cassella	Liquor License Agents	1	2017
Officer Stephen J. Desilet	Liquor License Agents	1	2017
Kevin V. O'Connor	LRTA Board	1	2017
	NMCOG (BOS Appointment)	1	2017





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

Matt Hanson, Asst. Town Admin.	Parking Clerk	1	2017
Paul Welcome	Permitting Authority	1	2017
Glenna Greenslade	PD E-911 Municipal Coordinator	1	2017
Kimberly Desmarais	PD Part-Time Clerk Dispatcher	1	2017
Matthew Leung	PD Part-Time Clerk Dispatcher	1	2017
Pollyanna Leung	PD Part-Time Clerk Dispatcher	1	2017
Glenna Greenslade	PD Police Matron	1	2017
Kathie L. Comer	PD Police Matron	1	2017
Jamie Weinberg	PD Police Matron	1	2017
Walesca Gomez	PD Police Matron	1	2017
Alison Bailey	PD Reserve Officers	1	2017
Daniel Campbell	PD Reserve Officers	1	2017
Jason Kushmerek	PD Reserve Officers	1	2017
Paul Patalano	PD Reserve Officers	1	2017
Timothy Sullivan	PD Reserve Officers	1	2017
Carlos Borges	PD Special Police Officers	1	2017
Joseph P. Pivirotto	PD Special Police Officers	1	2017
Scott Reidy	PD Special Police Officers	1	2017
Anthony Rotella	PD Special Police Officers	1	2017
Michael Jelley	PD Special Police Officers	1	2017
James G. Downes, III, Police Chief	PD Special Police Officers/Dunstable Officers	1	2017
James W. Dow, Lieutenant	PD Special Police Officers/Dunstable Officers	1	2017
Darrell Gilmore, Sergeant	PD Special Police Officers/Dunstable Officers	1	2017
Erik Hoar	PD Special Police Officers/Dunstable Officers	1	2017
Nicholas Papageorgiou	PD Special Police Officers/Dunstable Officers	1	2017
Charles Chaprales	PD Special Police Officers/Dunstable Officers	1	2017
Matthew Tully	PD Special Police Officers/Dunstable Officers	1	2017
Shawn Drinkwine	PD Special Police Officers/Dunstable Officers	1	2017
Sean Ready	PD Special Police Officers/Dunstable Officers	1	2017
John Koyutis	PD Special Police Officers/Dunstable	1	2017





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	Officers		
Gregg Sanborn	PD Special Police Officers/Dunstable Officers	1	2017
Jeffrey Swift	PD Special Police Officers/Dunstable Officers	1	2017
Matthew Sech	PD Special Police Officers/Dunstable Officers	1	2017
Philip Sepe	PD Special Police Officers/Dunstable Officers	1	2017
Timothy Ialeggio	PD Special Police Officers/Dunstable Officers	1	2017
*Chief Donald L. Palma, Jr.	PD Special Police Officers/Groton Officers	1	2017
*Deputy Chief, James A. Cullen, III	PD Special Police Officers/Groton Officers	1	2017
*Det. Michael Lynn	PD Special Police Officers/Groton Officers	1	2017
*Det. Rachel Mead	PD Special Police Officers/Groton Officers	1	2017
*Det. Cory E. Waite	PD Special Police Officers/Groton Officers	1	2017
*Sgt. Derrick J. Gemos	PD Special Police Officers/Groton Officers	1	2017
*Sgt. Jason M. Goodwin	PD Special Police Officers/Groton Officers	1	2017
*Sgt. Edward P. Sheridan, Sr.	PD Special Police Officers/Groton Officers	1	2017
*Sgt. Paul R. Connell	PD Special Police Officers/Groton Officers	1	2017
*Ptl. Timothy Cooper	PD Special Police Officers/Groton Officers	1	2017
*Ptl. Nicholas Beltz	PD Special Police Officers/Groton Officers	1	2017
R.O. Edward J. Brushnoe	PD Special Police Officers/Groton Officers	1	2017
R.O. Victor J. Sawyer	PD Special Police Officers/Groton Officers	1	2017
R.O. Michael F. Ratte	PD Special Police Officers/Groton Officers	1	2017
*Ptl. Peter S. Breslin	PD Special Police Officers/Groton Officers	1	2017
*Ptl. Gordon A. Candow	PD Special Police Officers/Groton Officers	1	2017
*Ptl. Omar Connor	PD Special Police Officers/Groton Officers	1	2017
*Ptl. Kevin Henehan	PD Special Police Officers/Groton Officers	1	2017
*Ptl. Dale P. Rose	PD Special Police Officers/Groton Officers	1	2017
*Ptl. Gregory Steward	PD Special Police Officers/Groton Officers	1	2017
*Ptl. Patrick A. Timmins	PD Special Police Officers/Groton Officers	1	2017
*Ptl. Robert L. Breault	PD Special Police Officers/Groton Officers	1	2017
R.O. Stephen C. McAndrew	PD Special Police Officers/Groton Officers	1	2017
R.O. Kathleen Newell	PD Special Police Officers/Groton Officers	1	2017
James Hustins	Road Inspector	1	2017
Edward P. Johnson	Sealer of Weights & Measures	1	2017





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Curt Bellavance	Trust Fund Committee	1	2017
Kerry Colburn-Dion	Trust Fund Committee	1	2017
Richard Howe	Trust Fund Committee	1	2017
Christopher Dery	Trust Fund Committee	1	2017
Barbara Roche	Trust Fund Committee	1	2017
Christopher Dery	Director of Veterans' Services/Veterans' Agent/Veterans Graves/Officer and Burial Agent	1	2017
Kerry Colburn-Dion	Town Education Fund Committee	1	2017
Donald Ciampa	Town Education Fund Committee	1	2017



## TOWN OF TYNGSBOROUGH

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

05F

TO: Board of Selectmen

FROM: Curt Bellavance, Town Administrator 

RE: 2016-2017 Meeting Calendar

DATE: June 2, 2016

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Attached is the proposed calendar outlining the Board of Selectmen's schedule for the upcoming 2017 fiscal year.

It is recommended that the Board of Selectmen **vote to adopt a meeting schedule**. My office will post to the website, and of course, changes can be made as needed.





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# MODULAR BUILDING



*Aerial View*



*South-west Elevation*

### General Building Data

Address:	50 Norris Road, Tyngsborough, MA
Serving Grade Levels:	Not Applicable
Number of Students:	Not Applicable
Number of Faculty and Staff:	1
Construction Date:	1999, addition in 2000
Building Footprint:	7,900 Square Feet
Building Area:	7,900 Gross Square Feet
Total Site Area:	Shared with Middle and High School
Zoning Designation:	Residential 1

### Overview

The six classroom modular building, constructed in 1999, with an addition in 2000, is a single-story wood and steel framed structure. The structure is comprised of pre-manufactured modular buildings that were transported to the site partially framed and sheathed on a sub-frame. The remainder of the building was then constructed on site, including a wood framed connector ramp to the High School building.

Initially built to provide additional classroom space for the High School and Middle School, it is now mostly vacant, except for the use of one classroom for buildings and grounds staff and another classroom which is used as a district conference room.

In general the mechanical, fire protection, and electrical systems are in good condition, but are approaching the end of their useful life expectancy and will soon need to be replaced.

Of particular note and concern is the continuous and numerous failures of the roof membrane caused by excessive roof deflection resulting from snow loading. It has been observed that snow loading depresses the roof structure, causing the joints between sections of the Modular Building to separate. The separation and deflection has caused nails in the roof sheathing to telegraph and puncture the roof membrane which has been an ongoing maintenance issue. This condition has caused numerous roof leaks resulting in substantial damage to the ceilings and interior finishes throughout. Furthermore, the presence of mold on the exposed surface of the gypsum fire barrier above the suspended ceiling was observed throughout the structure, caused by the roof leaks.

Failure of the vapor barrier below the floor framing has caused ongoing moisture problems resulting in the failure of carpet and resilient floor tile adhesion throughout the building. Since access to the crawl space below the building was restricted, we would recommend further investigation to determine if there is presence of organic growth within the floor system.

### Summary of Findings

- Based on our findings of fundamental structural deficiencies of the roof structure that has resulted in substantial roof leaks, damage to interior finishes, and the significant presence of mold throughout the building, we recommend that occupancy of the building be terminated. It is our understanding the School District is proposing the demolish the Modular Building and we concur with that decision. To address the underlying roof structural issue would be cost prohibitive since such a project would necessitate a complete gut renovation of the building. Given the fact that the mechanical and electrical systems are nearly at the end of their expected lifespans and the building is underutilized from a programming point of view, the cost to address these deficiencies would most likely exceed the existing value of the structure and therefore would not be cost effective.
- The building is visual obstruction between parking lots and playing fields. Removal of the structure would not only improve access to the athletics fields from the parking areas and improve the visual aesthetics of the area, it would also improve site lines between the fields, parking, Middle and High Schools.



## 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: June 6, 2016

RE: Electricity Aggregation Plan

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On May 26, 2016 our office released the town's Community Choice Power Supply Program Aggregation Plan. It contains required information on the structure, operations, services, funding, and policies of the town's Plan. The Plan has been developed in consultation with our aggregation implementation consultant, Colonial Power Group, Inc. (CPG) and the Massachusetts Department of Energy Resources (DOER).

The purpose of this Plan is to represent consumer interests in competitive markets for electricity. It seeks to aggregate consumers in the Town to negotiate rates for power supply. It brings together the buying power of more than 11,000 consumers. Furthermore, the Town seeks to better manage energy prices. Participation is voluntary for each eligible consumer. Eligible consumers have the opportunity to decline service provided through the Plan and to choose any Competitive Supplier they wish. The Town has distributed this Plan for public review prior to submitting it to the Massachusetts Department of Public Utilities.

Our office will work with CPG to address any questions or concerns from residents over the remainder of the public input period. The Plan should be ready to approve at your meeting on June 20, 2016.

We are planning on State approval in time to solicit bids from energy suppliers this fall, prior to the high winter rates from National Grid. There is no obligation to move forward if the market rates are not advantageous at that time. Once we receive approval, we can wait until the most opportune time to solicit bids. We anticipate soliciting bids for multiple term options (6, 12, or 24 months) as well as renewable energy options.

**No action required at this time**



## **Tyngsborough Officials Have Released the Town's Community Choice Power Supply Program Aggregation Plan**

The Town of Tyngsborough developed the Aggregation Plan in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the Town's Plan. The Plan has been developed in consultation with the Town's aggregation implementation consultant, Colonial Power Group, Inc. (CPG) and the Massachusetts Department of Energy Resources (DOER).

The purpose of this Plan is to represent consumer interests in competitive markets for electricity. It seeks to aggregate consumers in the Town to negotiate rates for power supply. It brings together the buying power of more than 11,000 consumers. Furthermore, the Town seeks to better manage energy prices. Participation is voluntary for each eligible consumer. Eligible consumers have the opportunity to decline service provided through the Plan and to choose any Competitive Supplier they wish. The Town has distributed this Plan for public review prior to submitting it to the Massachusetts Department of Public Utilities.

### **Public Review and Comment Period**

The Town of Tyngsborough's Aggregation Plan is available for public review and comment from **Thursday, May 26, 2016, at 9 a.m.** through **Thursday, June 16, 2016, at 4:00 p.m.**

Any person who desires to comment may do so in person at the Town Clerk's office or submit written comments using one of the following methods: (1) by e-mail to [mhanson@tyngsboroughma.gov](mailto:mhanson@tyngsboroughma.gov); or (2) by postal mail to the address below.

Comments must be clearly marked **Town of Tyngsborough's Aggregation Plan** and must be received (not postmarked) by the end of the comment period in order to be addressed.

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

Any questions pertaining to this should be directed to Matthew Hanson, Assistant Town Administrator at (978) 649-2300 ext. 109.

Click [here](#) to read the Town of Tyngsborough's Aggregation Plan. An original hardcopy of the Plan is also available at the Town Clerk's office.



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# **TOWN OF TYNGSBOROUGH COMMUNITY CHOICE POWER SUPPLY PROGRAM AGGREGATION PLAN**

PREPARED BY

**COLONIAL POWER GROUP, INC.**

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## **PURPOSE OF THE AGGREGATION PLAN**

The Town of Tyngsborough (“Town”) developed this Aggregation Plan (“Plan”) in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the Town’s Plan. The Plan has been developed in consultation with an aggregation implementation consultant (Consultant), initially Colonial Power Group, Inc. (CPG) and the Massachusetts Department of Energy Resources (DOER).

The purpose of this Plan is to represent consumer interests in competitive markets for electricity. It seeks to aggregate consumers in the Town to negotiate rates for power supply. It brings together the buying power of more than 11,000 consumers. Furthermore, the Town seeks to take control of energy prices. Participation is voluntary for each eligible consumer. Eligible consumers have the opportunity to decline service provided through the Plan and to choose any Competitive Supplier they wish. Based on enrollment figures from previous community aggregations, CPG anticipates that 97% of the eligible consumers will participate. The Town has distributed this Plan for public review prior to submitting it to the Massachusetts Department of Public Utilities (“Department”).

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# **REQUIREMENTS FOR MUNICIPAL AGGREGATION**

The Massachusetts Electric Utility Restructuring Act of 1997 (“Restructuring Act”) contains several requirements for municipal aggregators. One requirement is to develop an aggregation plan in consultation with the DOER. The Plan is subject to review by consumers in the participating municipality and approval by the Department.

## **1 THE PROCESS OF MUNICIPAL AGGREGATION**

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Municipal aggregation involves a multi-step public process as follows:

- 1.1 Vote and Authorization to become a Public Aggregator
- 1.2 Development of Plan in Consultation with DOER
- 1.3 Review of Plan by Town Administrator, Board of Selectmen and Consumers
- 1.4 Vote on Plan by Board of Selectmen
- 1.5 Submission of Plan for Department Approval
- 1.6 Public Hearing on Plan by Department
- 1.7 Selection of Date for Receipt of Price Terms from Competitive Suppliers
- 1.8 Selection of Competitive Supplier by Town Administrator
- 1.9 Notification of Enrollment for Eligible Consumers
- 1.10 Beginning of Opt-Out Period (30 days prior to first service date)
- 1.11 Transfer of Participating Consumers to Competitive Supplier

In addition to this process, municipal aggregators must comply with open meeting laws, ethical rules, and certain public bidding and information requirements.

## **2 TYNGSBOROUGH'S COMMUNITY CHOICE POWER SUPPLY PROGRAM**

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The Town offers one program to achieve its goals: Tyngsborough's Community Choice Power Supply Program ("Program"). The Program provides professional representation on behalf of consumers in state proceedings and in regional or local forums to protect consumer interests in an evolving marketplace.

The Program is designed to offer competitive choice to eligible consumers and to gain other favorable economic and non-economic terms in service contracts. The Town does not buy and resell power, but represents consumer interests to set the terms for service. Through a competitive bid and negotiation process, the Town develops a contract with a Competitive Supplier for firm, all-requirements service. The contract runs for a fixed term. The process of contract approval contains checks and balances. Once the contract has been negotiated by the Town's agent, it must be submitted to the Town Administrator for approval. And lastly, eligible consumers may opt-out of the Program, and select Basic Service or power supply from any other Competitive Supplier they wish at any time before or following their enrollment in the Town's Program. No eligible consumer is required to receive service under the Town's contract. [See Section 4.1.6 for detailed information on the opt-out process.]

### **2.1 ORGANIZATIONAL STRUCTURE**

The Town's government is led by a five person Board of Selectmen. Daily operations are overseen by a Town Administrator. Town elections are held the second Tuesday in May.

The Board of Selectmen is composed of five members elected for three year terms. They meet every other Monday evening at 6:00 P.M. at Town Hall. They may also hold other meetings from time to time. The Board of Selectmen acts as the Town's Chief Executive Body responsible for the general welfare of the community. Specific powers and responsibilities of the Board of Selectmen are set forth in the Town Charter. The operational role of the Town and its agent in relation to consumers is outlined and described in the following pages.

### **2.2 OPERATIONAL LEVELS**

There are five operational levels to the Town's Program as follows:

#### **2.2.1 Level One: Consumers**

Consumers hold the ultimate authority over the Program and its functions. They can elect candidates for the Board of Selectmen who may take positions regarding the Program. They can

participate in local and regional meetings and hearings regarding issues related to restructuring in general and the Town's Program in particular. And they can attend meetings to express their views.

Every eligible consumer in the Town may participate in the Town's Program. All eligible consumers will also have the ability to decline service through the Competitive Supplier and choose any other power supply option they wish or remain with the Local Distributor, National Grid (NGRID). Eligible consumers who are dissatisfied with services provided under the contract negotiated by the Town may also communicate directly with the Competitive Supplier or the Consultant retained by the Town to assist with the implementation of the Plan via e-mail or toll-free telephone number in an effort to alter or otherwise improve service. Eligible consumers may also opt-out at any time by contacting the Competitive Supplier. Eligible consumers may also bring issues before the Board of Selectmen.

### **2.2.2 Level Two: Board of Selectmen**

Based upon its existing authority or authority provided by voters at Town elections, the Board of Selectmen may act on program and policy issues and contract recommendations. In addition, it may provide instructions to the Town's agent regarding specific policy or program decisions to be made under the Program. It may also raise issues directed to it by consumers for the Town to address.

### **2.2.3 Level Three: Town Administrator**

The Town Administrator carries out the collective decisions and instructions of the Board of Selectmen and participating consumers.

### **2.2.4 Level Four: Consultant**

As the Town's agent, the Consultant shall provide the day-to-day management and supervision of the business affairs of the Program under a contract agreement. The Consultant shall serve as the Town's procurement agent, utilizing its existing staff to solicit services as requested by the Town. In addition, the Consultant provides office space and administrative support to coordinate the Program's operations.

This administrative support includes:

- communications;
- program development;
- recordkeeping; and
- program oversight and maintenance.

### **2.2.5 Level Five: Competitive Suppliers**

Competitive Suppliers contract with the Town through its Town Administrator. The contract is negotiated, recommended, and monitored for compliance by the Consultant. No contract is binding until it is approved by the Town Administrator. The complete set of Competitive Supplier responsibilities is found in the Electric Service Agreement (ESA) between the Town and the Competitive Supplier.

## **2.3 OPERATIONS**

The Program's operations are guided by the provisions and goals contained in this Plan and the instructions and decisions of the Town Administrator, the Consultant, and participating consumers.

The goals of this Plan are as follows:

- provide the basis for aggregation of eligible consumers on a non-discriminatory basis;
- acquire a market rate for power supply and transparent pricing;
- provide equal sharing of economic savings based on current electric rates;
- allow those eligible consumers who choose not to participate to opt-out;
- provide full public accountability to participating consumers; and
- utilize municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.

## **2.4 STAFFING AND MANPOWER**

The operations necessary to plan, deliver, and manage the Town's Program include:

- technical analysis;
- competitive procurement of services;
- regulatory approvals;
- accounting and fiscal management;
- contract maintenance;
- communications;
- program coordination; and
- administrative support.

The Town intends to utilize the Consultant as the professional, technical, and legal consultant to operate the Program. The Consultant is a licensed broker of electricity in Massachusetts (EB-107). The Consultant has experience designing, implementing and administering opt-out

municipal aggregation programs.

The Consultant will be responsible for monitoring all aspects of the Program and any resulting contractual agreements, including but not limited to: monitoring and reporting on compliance with all contract terms and conditions, resolution of contract issues, implementation of the opt-out process for consumers, participation in negotiations with NGRID, preparation of reports, as directed, and routine updates and attendance at meetings with the Town Administrator and Board of Selectmen.

The Program has been developed on behalf of the Town by the Consultant with the support of technical consultants and legal counsel. Once a contract has been secured, the Consultant will administer the Program.

The Consultant will undertake negotiations with Competitive Suppliers and provide representation at the state level, as needed, at the direction of the Town Administrator and Board of Selectmen. The terms and conditions of any contract may be subject to review by the Town Counsel, as well as by any outside legal counsel which may be selected by the Town, and may be further subject to the Town Counsel's approval as to legal form.

### **3 FUNDING**

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Initial funding for Town's Program comes from private capital supplied by CPG. The ESA with a Competitive Supplier will include a \$0.001 per kWh adder that will be paid by the Competitive Supplier to the Consultant. The \$0.001 per kWh adder will fund the on-going costs of the Program. The start-up costs, to be borne by the Consultant, include costs for legal representation, public education, and communications. Mailing costs will be borne by the Competitive Supplier.

### **4 ACTIVATION AND TERMINATION**

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#### **4.1 ACTIVATION**

Following the process of municipal aggregation and competitive procurement of a proposed contract by the Town, activation of the Program requires the following steps:

- a) Approval of Plan by Department
- b) Acceptance of ESAs by Board of Selectmen and Town Administrator
- c) Signing of ESA by Board of Selectmen and Town Administrator
- d) Notification of Enrollment for Eligible Consumers
- e) Notification of NGRID
- f) Beginning of Opt-Out Period

g) Transfer of Participating Consumers to Competitive Supplier

Each of these steps is described as follows:

**4.1.1 Approval of Plan by Department**

The Town, through its agent, shall file this Plan with the Department. The Department is required to hold a public hearing on the Plan.

**4.1.2 Acceptance of ESAs by Board of Selectmen and Town Administrator**

All contracts negotiated by the Town shall be expressly conditioned upon the acceptance of the contract by the Town Administrator. Competitive Suppliers and contracts must comply with all applicable laws and rules and regulations promulgated by the Department concerning Competitive Suppliers.

**4.1.3 Signing of ESA by Board of Selectmen and Town Administrator**

With the signing of the contract by the Town Administrator, the terms and conditions in the contract will be utilized for service for eligible consumers within the municipal boundaries of the Town, except for those eligible consumers who have selected a Competitive Supplier prior to the contract activation date and do not wish to switch to service under the Town's contract, or those eligible consumers who affirmatively opt-out of the Program.

**4.1.4 Notification of Enrollment for Eligible Consumers**

Following approval of the contract by the Town, the Competitive Supplier shall undertake notification of all eligible consumers on Basic Service to be enrolled. NGRID will inform the Competitive Supplier and the Consultant as to which consumers are on Basic Service and which consumers are receiving power from third-party suppliers. NGRID will electronically transmit the name, address and account of eligible consumers and run this data just prior to the meter read at which the change to the Competitive Supplier is set to occur to ensure that no consumers contracted with third-party suppliers are enrolled. Only current Basic Service consumers will be sent opt-out notices. The Town may also generally notify all consumers receiving competitive service of their eligibility to receive power from the Town's Competitive Supplier. Once the appropriate notification has been provided to the eligible consumer and applicable opt-out requirements met, the Competitive Supplier will electronically enroll the eligible consumer by submitting an "enroll customer" transaction to NGRID in accordance with the rules and procedures set forth in the EBT Working Group Report, which is applicable to all Competitive Suppliers and distribution companies in Massachusetts.

The process of notification shall be multi-layered and will include:

- mailings by the Town;
- newspaper notices;
- public service announcements (PSAs); and
- notices posted in Town Hall.

Prior to enrollment, this notification shall:

- inform eligible consumers they have the right to opt-out of the aggregated entity without penalty and choose Basic Service at any time before or after their first day of service;
- prominently state all charges to be made and a comparison of the price and primary terms of the Town’s contract compared to the price and terms of NGRID’s Basic Service;
- explain the opt-out process; and
- provide written notification that no charges associated with the opt-out will be made by the Competitive Supplier.

When a new eligible consumer first moves to the Town, the eligible consumer will not be assigned to the Town’s Competitive Supplier until the Competitive Supplier submits an “enroll customer” transaction. Prior to such “enroll customer” transaction, the eligible consumer shall receive Basic Service. The Competitive Supplier is responsible for including new eligible consumers in the Program as they move into the Town by the requesting electronic transmittals on a quarterly basis from NGRID, notifying and enrolling per the procedures followed for the initial enrollment.

The approximate timing of the major procedural steps related to the notification of consumers is as follows:

Day 1	Supply contract executed between Town and Competitive Supplier
Day 2	Competitive Supplier notifies NGRID to prepare Town eligible consumer data
Day 3	Competitive Supplier begins EDI testing with NGRID
Day 14	Competitive Supplier receives eligible consumer data from NGRID
Day 18	CPG and/or Competitive Supplier mails opt-out notice to all eligible consumers
Day 19	30-day opt-out period begins on date of postmark
Day 21	Eligible consumers receive mail
Days 21-51	Consumers wishing to opt-out return pre-paid reply card to Competitive Supplier

Day 33	Competitive Supplier completes EDI testing with NGRID
Day 52	Competitive Supplier removes opt-outs from eligible list
Day 53	Competitive Supplier sends “supplier enrolls customer” EDI for all participating consumers

Participating consumers are enrolled with supplier on the next meter read, provided that the enrollment transaction is submitted no fewer than two full business days before the meter read.

Our Consultant’s experience with previous aggregation programs suggests that the Town, Competitive Supplier and NGRID need about two months to complete the consumer notification and enrollment process.

The procedures described above may also be found in NGRID’s Terms and Conditions for Municipal Aggregators, M.D.P.U. No. 1202, as amended or superseded from time to time. These procedures were discussed in numerous meetings between CPG and NGRID.

The methods by which eligible consumers will be enrolled in the Program are consistent with NGRID’s Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 1201, as amended or superseded from time to time.

**4.1.5 Notification of NGRID**

Along with notification of eligible consumers, the Town shall notify the selected Competitive Supplier and NGRID to begin preparation of the administrative process to transfer eligible consumers coincident with each eligible consumer’s billing cycle. Alternatively, or in combination with the Town notification, the selected Competitive Supplier may notify NGRID to begin preparation of the administrative process.

**4.1.6 Beginning of Opt-Out Period**

Eligible consumers may opt-out of service from the Program at no charge either in advance of service start up deadlines or at any time after the first day of service. Participating consumers who seek to return to NGRID’s Basic Service should provide notice to the Competitive Supplier and/or NGRID five or more business days before the next scheduled meter read date. Pursuant to NGRID’s Terms and Conditions for Municipal Aggregators, M.D.P.U. No. 1202, participating residential consumers will be transferred to NGRID’s Basic Service in two business days if they directly notify NGRID of the intent to terminate generation service from the Competitive Supplier. If a commercial or industrial consumer directly notifies NGRID of the choice to terminate generation service from the Competitive Supplier, the generation service shall be terminated on the date of the customer’s next scheduled meter read. If a residential, commercial, or industrial customer notifies the Competitive Supplier of the choice to terminate receipt of

generation service, the termination shall take place on the date of the customer's next scheduled meter read, so long as the Competitive Supplier has submitted the transaction to NGRID no fewer than two business days prior to the meter read date. There shall be no charge for returning to NGRID's Basic Service in this manner. Further opportunities for eligible consumer opt-out may be negotiated by the Town and the Competitive Supplier and included in the terms of the contract presented to the Board of Selectmen, the Town Administrator, and made part of the public information offered to each eligible consumer. Eligible consumers who opt-out and subsequently wish to enroll may be enrolled at the Competitive Supplier's discretion and pursuant to NGRID's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 1201, as amended or superseded from time to time.

#### **4.1.7 Transfer of Participating Consumers to Competitive Supplier**

The process of activation is an administrative function with three parts:

- a) Data Preparation: NGRID will identify all eligible consumers on Basic Service in the Town by eliminating those who have already selected a Competitive Supplier.
- b) Automatic Enrollment: All verified eligible consumers shall be transferred to the Town's Competitive Supplier coincident with NGRID's billing periods, unless they have previously sent in notification of their intent to opt-out according to established deadlines. Eligible consumers will be enrolled with the new Competitive Supplier over the period of one month. Service under the new Competitive Supplier shall begin at the start of the billing period following transfer.
- c) Notification: NGRID shall notify each transferred participating consumer of the change to the Town's Competitive Supplier with its last bill for Basic Service.

#### **4.2 TERMINATION**

The Program may be terminated in two ways:

- upon contract termination or expiration without any extension, renewal, or subsequent contract being negotiated; or
- at the decision of the Board of Selectmen and Town Administrator to dissolve the Program.

Each participating consumer receiving service under the Town's Program will receive notification of termination of the Program 90 days prior to such termination.

In the event of contract termination, participating consumers would return to NGRID's Basic Service or choose a Competitive Supplier. This transfer would occur in coordination with

NGRID using established EDI protocols and in accordance with the rules and procedures set forth in the EBT Working Group Report.

## **5 METHODS FOR ENTERING AND TERMINATING AGREEMENTS**

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The Town's process for entering, modifying, enforcing, and terminating all agreements associated with the Program shall comply with the requirements of the Town's charter, and state and federal laws. Where required, the procedures outlined in M.G.L. c. 30B shall be followed. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provisions of the relevant agreement.

Prior to the end of the initial ESA, the Consultant will be responsible for conducting a subsequent bidding process for a new ESA. The Town Administrator is responsible for executing a new ESA. Customers will be notified through press releases and public notices. New opt-out notices will not be mailed. The Town will not use on-bill messaging or bill inserts. However, NGRID may include on-bill messaging notifying consumers of a supplier switch. The transfer of customers from the existing supplier to the new supplier is conducted by the new supplier in coordination with NGRID using established EDI protocols.

The Town will notify NGRID of the planned termination or extension of the program. In particular, the Town will provide NGRID notice:

- 90 days prior to a planned termination of the program;
- 90 days prior to the end of the anticipated term of the program's ESA; and
- four business-days after the successful negotiation of a new electricity service agreement.

## **6 RATE SETTING, COSTS, AND BILLING**

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The Town will offer the Program at rates and terms to be negotiated with Competitive Suppliers. All Competitive Supplier charges to the participating consumer will be fully and prominently disclosed under the notification process.

NGRID shall continue to provide metering, billing, and maintenance of the distribution system as a regulated monopoly function. Charges for metering, billing and other distribution services shall be regulated by the Department, unless otherwise provided for in law, or Department rules and regulations.

## **6.1 RATE SETTING**

Under Department orders, NGRID assigns the rate classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, a transition charge, an energy conservation charge, and a renewable energy charge that currently make up a portion of a ratepayer's bill. Although the Town, or its agent, may participate in regulatory proceedings and represent the interests of ratepayers regarding these regulated rates, it will not assign or alter existing rate classifications without the approval of the Department. [See Section 6.3 for an example of a typical residential bill.]

The focus of the Town, as noted above, will be acquisition of competitive prices and terms for power supply. This price, or prices, will be set through the competitive bid and negotiation process, and will be noted on the participating consumer's bill as the "generation charge".

The competitive bid process will seek prices that will differ among the rate classifications established by NGRID's tariffs. The terms and conditions of service may also vary among rate classifications.

## **6.2 COSTS**

There is no cost to eligible or participating consumers. The Program funding will be derived from a \$0.001 per kWh commission fee payable by the Competitive Supplier to the Consultant.

In addition, the Town may fund personnel costs associated with an Energy Manager position(s), of which one of the responsibilities would be to assist with the Aggregation Program, through an Operational Adder payable by the Competitive Supplier to the Town.

## **6.3 BILLING**

Participating consumer billing under the Town's Program will be made by the Competitive Supplier under contract and shall be incorporated into the standard monthly utility billing. Participating consumers will receive a "complete bill" from NGRID that incorporates the power supply charge and NGRID's delivery charges. The bill shall include a clear delineation of all regulated and non-regulated charges.

The typical residential "complete bill" for use of 500 kWh shows the following charges for NGRID's Basic Service in November 2015:

For Customer With Monthly Usage of 500 kWh		
	Rate (\$/kWh)	Charge
<b>Delivery Services Detail (Rate: R1)</b>		
Customer Charge		4.00
Distribution Charge	0.03977	19.89
Transition Charge	(0.00164)	(0.82)
Transmission Charge	0.02614	13.07
Energy Efficiency Charge	0.01624	8.12
Renewable Energy Charge	0.00050	0.25
Total Delivery Services		\$ 44.51
<b>Supplier Services Detail (Rate: Basic Service)</b>		
Generation Services Charge	0.13038	65.19
Total Supplier Services		\$ 65.19
Average Bill Total		\$ 109.70

Sources: [http://www.nationalgridus.com/masselectric/non\\_html/MA\\_Residential\\_Table.pdf](http://www.nationalgridus.com/masselectric/non_html/MA_Residential_Table.pdf)  
[http://www.nationalgridus.com/non\\_html/1115meco.pdf](http://www.nationalgridus.com/non_html/1115meco.pdf)

Accessed: November 1, 2015

## **7 UNIVERSAL ACCESS**

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“Universal access” is a term derived from the traditional regulated utility environment in which all consumers desiring service receive that service. The DOER’s Guide to Municipal Electric Aggregation in Massachusetts has defined universal access to mean “electric services sufficient for basic needs (an evolving bundle of basic services) available to virtually all members of the population regardless of income.” The Guide also provides that a municipal aggregation plan meets the requirement of universal access “by giving all consumers within its boundaries the opportunity to participate, whether they are currently on Basic Service or the supply service of a Competitive Supplier.” For the purposes of the Town’s Program this will mean that all existing consumers within the borders of the Town and all new consumers in the Town shall be eligible for service from the Competitive Supplier under the terms and conditions of the contract. One of the Town’s goals, as indicated in Section 2.3, is to “Provide the basis for aggregation of eligible consumers on a non-discriminatory basis”.

Service under the Town’s Program shall include rate classifications in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local

government. Contracts with all Competitive Suppliers shall contain provisions to maintain these principles and equitable treatment of all rate classifications.

Eligible existing consumers in the Town shall be transferred to the Program unless they have already contracted with a Competitive Supplier or affirmatively opted-out of the Program.

Eligible low-income consumers shall remain subject to all existing provisions of state law regarding their rights to return to Basic Service and to participate in the Program as well.

New Eligible consumers in the service territory shall be enrolled in the Program unless they already contracted with a Competitive Supplier or affirmatively opted-out of the Program. New Eligible consumers will retain the right to opt-out any time after the commencement of Program service.

## **8      EQUITABLE TREATMENT OF RATEPAYERS**

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All ratepayers will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the Competitive Supplier, be provided all required notices and information, and always retain the right to opt-out of the Town’s Program as described herein or to switch Competitive Suppliers. The requirement of equitable treatment of all ratepayers does not, however, require that all ratepayers be offered the same pricing or terms and conditions. To impose such an interpretation to the statutory requirements governing municipal aggregation programs would, in effect, result in inequitable treatment, as attempting to apply identical prices, terms, and conditions to ratepayers with widely disparate characteristics would have the inevitable effect of giving some ratepayers more favorable service than others. The implementation of the Program will recognize this reality through appropriate distinctions in pricing and, where applicable, terms and conditions among ratepayers.

## **9      RELIABILITY**

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“Reliability” in power supply and in transmission and distribution is essential to consumers. This will be accomplished and reinforced by the Program at several levels through:

- provisions of the contract that will include language on reliability of supply, liability and damages provisions;
- traditional proceedings related to NGRID’s regulated transmission and distribution services; and
- direct discussions with NGRID concerning specific or general problems related to quality and reliability of transmission and distribution service in the Town.

## **10 RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS**

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### **10.1 RIGHTS**

All participating consumers shall enjoy the protections of law afforded to them as they currently exist or as they may be amended from time to time. These include rights to question billing or service quality or service practices. Under protocols developed by the Department, problems related to billing or service shall be directed to the appropriate parties. All eligible consumers shall also enjoy the individual right to decline participation in the Town's Program.

### **10.2 RESPONSIBILITIES**

All participating consumers shall meet all standards and responsibilities required by the Department, including payment of billings and access to essential metering and other equipment to carry out utility operations.

## **11 BENEFITS OF MUNICIPAL AGGREGATION**

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The Program functions under the restrictions of state law and reflects a range of results and opportunities:

### **11.1 PARTICIPATION IN COMPETITIVE MARKET**

Many consumers lack knowledge and leverage to negotiate terms for power supply. A municipal aggregator provides them with an option for professional representation and the leverage of a large group so that they may participate more effectively in the competitive process and achieve benefits.

### **11.2 SELECTION OF ALTERNATE SUPPLIER**

Because the law guarantees the right to opt-out, including the right to choose Basic Service at no charge, all eligible consumers have the right to select a Competitive Supplier other than the one chosen by the Town Administrator and Board of Selectmen.

### **11.3 INDEMNIFICATION AND RISK ASSOCIATED WITH COMPETITIVE MARKET**

In a competitive market, it is possible that the failure of a Competitive Supplier to provide service may result in the need for participating consumers to acquire alternative power supply, or for participating consumers to receive power at Basic Service prices. The Town will seek to

minimize this risk by contracting with reputable Competitive Suppliers who demonstrate reliable service. The Town also intends to include conditions in its contract with a Competitive Supplier that will indemnify participating consumers against risks or problems with power supply service.

#### **11.4 RENEWABLE ENERGY CERTIFICATES**

In addition to soliciting bids for power supply that meet the required Massachusetts Renewable Portfolio Standard (RPS) obligation, the Town will solicit bids to supply additional Renewable Energy Certificates (RECs) for an optional product. The Town will seek RECs from a variety of renewable sources and will choose the proposal that offers the best combination of environmental benefit and price.

The Town will ask Competitive Suppliers to identify the technology, vintage, and location of the renewable generators that are the sources of the RECs. The Town will require that the RECs either be created and recorded in the New England Power Pool Generation Information System or be certified by a third party such as Green-e.

#### **11.5 OTHER PROTECTIONS**

The Town intends to negotiate a range of provisions in its contracts to enhance participating consumer protection.

### **12 REQUIREMENTS CONCERNING AGGREGATED SERVICE**

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The Town shall comply with the requirements established by law and the rules set forth by the Department concerning aggregated service.



## 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

*Oliver*

TO: Board of Selectmen

FROM: Curt Bellavance, Town Administrator 

DATE: June 2, 2016

RE: Authorization to sign contract

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On May 19, 2016, sealed bids were opened for the Roadway and Drainage Rehabilitation of Mascuppic Trail contract. Attached please find a copy of the bid tabulation. After review of the one bid and negotiations with the contractor, P.J. Keating Company, it has been determined that P.J. Keating Company is the lowest eligible bidder at a total price of \$664,773.25 for the rehabilitation of Mascuppic Trail.

The cost is slightly higher than originally estimated but through negotiations the contractor will be providing additional roadway improvements for the town at a fixed cost. The project has funding available and can begin immediately.

It is recommended that the Board **vote to authorize the town administrator to enter into a contract with P.J. Keating Company for Roadway and Drainage Rehabilitation of Mascuppic Trail.**

*Town of  
Tyngsborough  
Massachusetts*

# TOWN OF TYNGSBOROUGH

## *RESULTS FROM BID OPENING*

**Project** Mascuppic Trail Roadway and

**Location** Town Hall, Town Administrators Office

Drainage Rehabilitation

25 Bryant Lane

**Applicant** Town of Tyngsborough

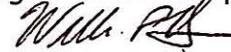
10am

**Date** Thursday, May 19, 2016

	COMPANY NAME & ADDRESS	Bid Forms Complete	Price Proposal
1	RS Keaton 998 Reservoir Rd Lunenburg, MA 01462	X	\$664,773.25
2			
3			
4			
5			

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

1) Name Matt Hanson   
 Title Asst. Town Admin.

2) Name Bill Merz   
 Title VICE PRESIDENT (WUZLOPETH)



## 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

06D

TO: Board of Selectmen

FROM: Curt Bellavance, Town Administrator 

DATE: June 2, 2016

RE: Roadway Improvements

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Attached is a general list of roadways identified for repair for next 2-3 years. The list was assembled by James Hustins and myself as well as using previous project lists. It is our goal to make improvements annually at various levels by rehabilitating 1-2 roadways, crack sealing several areas, and milling and overlaying several roadways.

The types of roadway repairs and improvements identified include:

1. Rehabilitation: reconstruction
2. Milling and overlay: scrapping of top surface and overlaying with new asphalt
3. Maintenance: crack sealing
4. Engineering/Reconstruction: major roadway improvements

Using Chapter 90 funds, the Town currently has Brox Industries under contract to begin rehabilitation of Hillcrest Drive and milling and overlay of Parham Road. The Town is also working with P.J. Keating Company to also mill and overlay roadways.

It is recommended that the Board **vote to authorize the town administrator to continue to make roadway improvements and update the Board regularly as to the schedule and progress of work.**

*Town of*  
*Tyngsborough*  
massachusetts

**Town of Tyngsborough**  
**Road Repair & Maintenance Estimates - June 2016**

<b>Street Name</b>	<b>Repair Estimate</b>	<b>\$760,140.64</b>
Crack Sealing	\$25,000.00	\$735,140.64
<b>Fiscal Year 2017</b>	<b>\$416,696.00</b>	<b>\$1,151,836.64</b>
Hillcrest Drive	\$164,095.00	\$987,741.64
Parham Road	\$77,337.10	\$910,404.54
Willowdale Road	\$120,281.75	\$790,122.79
Long Pong Road	\$106,086.00	\$684,036.79
Corcoran Road	\$66,000.50	\$618,036.29
Cannongate Road	\$181,113.00	\$436,923.29
Axletree Road	\$46,107.45	\$390,815.84
Turnbuckle Road	\$35,882.00	\$354,933.84
<b>Total</b>	<b>\$821,902.80</b>	
		\$354,933.84
<b>Fiscal Year 2018</b>	<b>\$415,000.00</b>	<b>\$769,933.84</b>
Crack Sealing	\$35,000.00	\$734,933.84
Robin Street		
Rock Road		
Makos Road (portion)		
Dixon Street (portion)	* alternate	
Chard Road		
Lawrence Road		
Norris Road		
<b>Fiscal Year 2019-20</b>	<b>\$415,000.00</b>	<b>\$415,000.00</b>
Crack Sealing	\$35,000.00	\$380,000.00
Nevada Road		
Oregon Road		
Colorado Drive		
Kendall Road		
Faye Memorial Drive		
Worden Road		
Ingalls Road		
Buckhill Road		
Patriot Road		
Tower Road		
Alden Street		
Spring Street		
Bridget Avenue		
Elm Street		
Oak Street		
Pine Street		
Bryants Lane		



Matt Hanson &lt;mhanson@tyngsboroughma.gov&gt;

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## 5 Industrial Way, Tyngsborough

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Zinnershine, Robert &lt;rzinnershine@seyfarth.com&gt;

Thu, Jun 2, 2016 at 11:11 AM

To: "Charles J. Zaroulis" &lt;charles.zaroulis@verizon.net&gt;

Cc: "Matt Hanson (mhanson@tyngsboroughma.gov)" &lt;mhanson@tyngsboroughma.gov&gt;, "gfaretra@gmail.com" &lt;gfaretra@gmail.com&gt;

Charles,

I am writing in regard to the Purchase and Sale Agreement dated May 6, 2016 (the "P&S") between the Town of Tyngsborough, as Seller, and Guy V. Faretra and Craig D. Faretra, as Buyer, with respect to the property located at 5 Industrial Way, Tyngsborough. Pursuant to Section 7.f of the P&S, the Buyer's obligations under the P&S are contingent upon the Buyer performing or obtaining a satisfactory perc test on or before August 7, 2016. To that end, the Buyer engaged Whitman & Bingham Associates (the "Engineers") of Leominster which conducted soil testing on the property on May 11, 2016 and May 16, 2016. A copy of the Engineer's report is attached. As you will see, the Engineer concluded that percolation testing in the required areas cannot be conducted until the water table drops which they anticipate will occur in the late summer or early fall.

Based upon the foregoing, the Buyer is requesting that the Town agree to extend the deadline for obtaining a satisfactory perc test under Section 7.f of the P&S from August 7, 2016 to September 30, 2016. Although the current August 7th deadline is not imminent, the Buyer does not want to continue to spend money to satisfy the other contingencies in the P&S (such as environmental testing and the filing of applications for a variance and special permit) unless they know that they will have the necessary time to complete the perc test.

Please discuss with the Town and let us know as soon as possible if the Town will agree to extend the deadline for the Buyer to obtain a satisfactory perc test to September 30, 2016.

Thank you for your consideration.

**Requested Motion:** I move that the Board extends the deadline for obtaining a satisfactory perc test under Section 7.f of the P&S for 5 Industrial Way from August 7, 2016 to September 30, 2016.

**Robert C. Zinnershine** | Seyfarth Shaw LLP  
Seaport East | Two Seaport Lane, Suite 300 | Boston, Massachusetts 02210-2028  
Direct: +1-617-946-4861 | Fax: +1-617-790-6797  
rzinnershine@seyfarth.com | www.seyfarth.com



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 **Chelmsford Crane Industrial Way Tyngsborough.pdf**  
29K



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

21 Central Square; Suite 2  
Chelmsford, Massachusetts 01824  
TEL (978) 256-7210  
FAX (978) 537-1423

May 25, 2016

Mr. Guy Faretra  
**Chelmsford Crane Service, Inc.**  
6 Kidder Road  
Chelmsford, MA 01824

**RE: #5 Industrial Way  
Tyngsborough, MA**

Dear Mr. Faretra:

As you are aware, this office conducted soil testing for soil absorption system (septic system) design purposes at the above referenced location on May 11, 2016 and May 16, 2016. Soil testing on the subject site included both deep hole and percolation testing.

During soil testing activities, we encountered large boulder fill on a majority of the property up to depths of 68-inches. While we were able to excavate through the boulder fill and into the native parent material soils, water table depths encountered in these areas prevented us from performing percolation testing.

One percolation test was able to be performed in an area that contained little or no fill along the easterly property line. However, this location is outside of the optimum area for the proposed septic system location and is not of sufficient size to accommodate a system.

It is this office's opinion that the percolation testing in the required areas cannot be conducted until the water table drops to a sufficient depth to allow the running of such tests. Typically, the water table will be low enough to run these tests in later summer to early fall.

We will continue to monitor ground water depths in the area. However, I suggest that we visit the site in early to late August in order to determine the depth of the water table. Should we find the water table at sufficient depths, percolation testing could be performed at that time.

I hope this information is useful. If you should have any questions or require any additional information regarding this or any other matter, please do not hesitate to contact me at this office.

Sincerely,  
*Whitman & Bingham Associates, LLC*

Brian F. Milisci, P.E.  
Principal

BFM/JER/bfm  
Chelmsford Crane Industrial Way Tyngsborough.doc



## TOWN OF TYNGSBOROUGH

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

06F

TO: Board of Selectmen  
FROM: Curt Bellavance, Town Administrator   
RE: First Parish Meeting House  
DATE: June 2, 2016

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The First Parish Meeting House went out to bid last month. The bids were due on May 18 and included painting, replacement of the roof, repair of the steeple and columns. The Town received two bids:

The Aulson Company	\$363,800
Mill City	\$402,085

The Aulson Company is a reputable company and has done work on the nation's capital building as well as many other restoration projects. Unfortunately, their low bid was \$74,000 over our existing budget. I presented this information to the Community Preservation Committee (CPC) because the project is using funds designated by CPC. They agreed to recommend the additional funds to make up the difference, including an additional \$54,000 as a 15% contingency. The use of these funds would require a vote at town meeting. The CPC voted unanimously to support the funding expenditure.

Furthermore, the CPC voted to spend an additional \$50,000 to begin reviewing the interior spaces and assessing the mechanical, electrical, plumbing, heating, code compliance and accessibility. This recommendation by the CPC would also require a town meeting vote. The CPC voted to recommend these two items as one article.

It would be my recommendation that the Board of Selectmen call for a special town meeting for June 28, 2016 in order for the residents to vote on this matter. Attached is a draft warrant for your review. Further delay of this project will allow the First Parish Meeting House to remain in poor condition and exposed to the elements. The Town has a contractor ready to perform the repairs and will complete the work by early fall.

It is recommended that the Board of Selectmen **vote to hold a special town meeting at 7:00pm on June 28, 2016.**

*Attachment*

*Town of Tyngsborough*  
massachusetts

**DRAFT**



**TOWN OF TYNGSBOROUGH  
SPECIAL TOWN MEETING WARRANT  
June 28, 2016 at 7:00 P.M.**

Middlesex, SS.

To either of the Constables of the Town of Tyngsborough, Massachusetts, in the County of Middlesex:

**GREETINGS:**

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of said Town of Tyngsborough, qualified to vote in elections and Town affairs, to meet at the Tyngsborough Old Town Hall, 10 Kendall Road in said Tyngsborough on the twenty-eighth day of June, in the year two thousand sixteen at 7:00 o'clock in the evening then and there to act on the following article(s):

**Article 1: Appropriation from Community Preservation Committee Fund.**

To see if the Town will vote that the following sums be appropriated from estimated annual revenues of the Community Preservation Fund for the fiscal year 2017, with each item to be considered a separate appropriation, for the payment of community preservation projects:

<b><u>Appropriations</u></b>	<b><u>Amount</u></b>
First Parish Meeting House <i>(Roof replacement, Painting, Steeple &amp; Column repair)</i>	\$ 128,000.00
First Parish Meeting House <i>(Review interior needs: mechanical, plumbing, electrical, code compliance, and accessibility)</i>	\$ 50,000.00
<b>Total CPC Appropriations</b>	<b>\$ 178,000.00</b>

or take any other action relative thereto.

Submitted by: Community Preservation Committee

**Board of Selectmen:** \_\_\_\_\_ **In Favor**  
**Finance Committee:** \_\_\_\_\_ **In Favor**  
Vote Required: Majority Vote

**DRAFT**

HEREOF FAIL NOT, and make due return the Warrant, with your doings thereon to the Town Clerk at the time and place of meeting, aforesaid.

Given under our hands and seals this 6<sup>th</sup> day of June, in the year two thousand sixteen.

BOARD OF SELECTMEN

**DRAFT**

\_\_\_\_\_  
Richard D. Reault, Chair

\_\_\_\_\_  
William F. Gramer, Vice Chair

\_\_\_\_\_  
Robert G. Jackson, Clerk

\_\_\_\_\_  
Corliss F. Lambert

\_\_\_\_\_  
Steven A. Nocco

Pursuant to the foregoing Warrant, I have notified and warned the inhabitants of the Town of Tyngsborough by posting attested copies of same at the Town Hall, Fire Station No. 1 on Kendall Road, Senior Center on Westford Road, and Fire Station No. 2 on Lakeview Avenue, and at least fourteen (14) days before the date thereof, as within directed.

\_\_\_\_\_  
Constable

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

**DRAFT**