# MEETING NOTICE TOWN OF LYNNFIELD

(As required by MGL Chapter 30A, sections 18-25)

# Please email all meeting notices to <u>treid@town.lynnfield.ma.us</u> AND dhammerbeck@town.lynnfield.ma.us

**Town Clerk Date Stamp** 

**Board/Committee Name: Board of Selectmen** 

Day/Date: Tuesday, January 14, 2020

Time of Meeting: 7:00 p.m.

**Location:** Merritt Center, 600 Market Street

### **AGENDA**

- 1. Joint meeting with Board of Library Trustees to fill vacancy
- 2. Proposed police patrolman transfer
- 3. FY21 Budget Presentation: Police
- 4. Interviews with Town Clerk candidates
- 5. Healthy Lynnfield update
- 6. FY20 budget update
- 7. Agreement with Lynnfield Center Water District
- 8. Adoption of 2020 mileage reimbursement for employees
- 9. Request for executive session under Mass. General Laws Chapter 30A, Section 21 (A) (3) to discuss collective bargaining strategy for which an open discussion may adversely affect the Town's negotiating position.



01/09/2020 15:22 9769juliec

|TOWN OF LYNNFIELD |NEXT YEAR BUDGET COMPARISON REPORT

PROJECTION: 20211 TOWN OF LYNNFIELD FY 2021 BUDGET

|P 1 |bgnyrpts FOR PERIOD 12

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29.3%		5,850.00	4,525.00	4,525.00	3,575.00	PATR LONG	514002	0121052
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w alo		65,964.00	65,740.00	65,740.00	64,148.46	CLER SAL	511200	0121052
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.0%		625.00	625.00	625.00	575.00	LONGEVITY	514000	0121051
2.6%		193,408.00	188,453.00	188,453.00	185,435.40	CHIEF SALARY POL CHIEF	POLICE 511000	0121051 0121051
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PCT CHANGE		2021 DEPARTMENT	2020 REVISED BUD	2020 ORIG BUD	2019 ACTUAL	TOWN	FOR:	ACCOUNTS GENERAL F



01/09/2020 15:22 9769juliec

|TOWN OF LYNNFIELD |NEXT YEAR BUDGET COMPARISON REPORT

PROJECTION: 20211 TOWN OF LYNNFIELD FY 2021 BUDGET

|P 2 |bgnyrpts FOR PERIOD 12

.0%		4,500.00	4,500.00	4,500.00	4,045.00	05 AMMUNITION	5 548005	0121055
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3.8%		27,025.00	26,025.00	26,025.00	25,100.00	00 MAINT CON	5 531200	0121055
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.000		11,000.00	11,000.00	11,000.00	10,677.61	01 RADIO R&M	5 524001	0121055
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FOR PERIOD 12

|P 3

01/09/2020 15:22 | TOWN 9769 juliec | NEXT

|TOWN OF LYNNFIELD |NEXT YEAR BUDGET COMPARISON REPORT

PROJECTION: 20211 TOWN OF LYNNFIELD FY 2021 BUDGET

GENERAL ]	ACCOUNTS FOR: GENERAL FUND - TOWN		2019 ACTUAL	2020 ORIG BUD	2020 REVISED BUD	2021 DEPARTMENT		CH CH	PCT
0121055	550000	MED SUPP	2,633.77	4,000.00	4,000.00	4,000.00			00
0121055	558000	SUBS/BOOKS	714.15	1,000.00	1,000.00	1,000.00			.0%
0121055	573000	DUES/MEMB	9,806.00	10,000.00	10,000.00	10,000.00			.0%
0121055	578000	OTH EXP	6,601.44	7,000.00	7,000.00	7,000.00			O
0121055	578019	PHOTO/ID	774.72	4,000.00	4,000.00	4,000.00			00
0121055	578020	UNIFORM AC	8,060.98	8,000.00	8,000.00	8,000.00			. 0
0121055	578021	MED EXAM	2,774.59	2,941.00	2,941.00	2,941.00			00%
0121055	585000	EQUIP	17,249.58	14,967.00	14,967.00	14,967.00			. 0%
0121055	585001	COMP/EQUIP	6,400.00	6,400.00	6,400.00	7,000.00			9.4%
TOTAL TOTAL TOTAL	POLICE POLICE GENERA	OTHER EXPENSES	211,044.21 3,252,287.11 3,252,287.11	223,925.00 3,231,065.00 3,231,065.00	223,925.00 3,324,065.00 3,324,065.00	230,525.00 3,385,918.00 3,385,918.00	00		 999 %%%
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		GRAND TOTAL	3,252,287.11	3,231,065.00	3,324,065.00	3,385,918.00	.00	.00	1.9%
			** END OF	REPORT - Gener	END OF REPORT - Generated by Julie McCarthy **	1cCarthy **			

# Notice of Award

Issue Date: 12/27/2019



Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Center for Substance Abuse Prevention

Grant Number: 1H79SP081768-01 FAIN: H79SP081768 Program Director: Peg Sallade

Project Title: A Healthy Lynnfield Drug Free Communities

**Organization Name:** LYNNFIELD, TOWN OF (INC)

**Business Official:** David Breen

Business Official e-mail address: dbreen@town.lynnfield.ma.us

**Budget Period**: 12/31/2019 – 12/30/2020 **Project Period**: 12/31/2019 – 12/30/2024

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$125,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to LYNNFIELD, TOWN OF (INC) in support of the above referenced project. This award is pursuant to the authority of and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at <a href="www.samhsa.gov">www.samhsa.gov</a> (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours, Odessa Crocker Grants Management Officer Division of Grants Management

See additional information below

# **SECTION I – AWARD DATA – 1H79SP081768-01**

Award Calculation (U.S. Dollars) Personnel(non-research)	\$77,750
Travel	\$8,070
Supplies	\$6,710
Contractual	\$16,400
Other	\$16,070
Direct Cost Approved Budget Federal Share Non-Federal Share Cumulative Prior Awards for this Budget Period	\$125,000 \$250,000 \$125,000 \$125,000 \$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$125,000

	SUMMARY TOTALS FOR ALL YEARS
YR	AMOUNT
1	\$125,000
2	\$125,000
3	\$125,000
4	\$125,000
5	\$125,000

<sup>\*</sup>Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

### Fiscal Information:

 CFDA Number:
 93.276

 EIN:
 1046001207A1

 Document Number:
 20SP81768A

 Fiscal Year:
 2020

 IC
 CAN
 Amount

 SP
 C96R655
 \$125,000

<u>IC</u>	CAN	<u>2020</u>	<u>2021</u>	2022	2023	<u>2024</u>
SP	C96R655	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000

# SP Administrative Data: PCC: DFC-19 / OC: 4145

# SECTION II - PAYMENT/HOTLINE INFORMATION - 1H79SP081768-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-

800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

# SECTION III - TERMS AND CONDITIONS - 1H79SP081768-01

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

# **Treatment of Program Income:**

Additional Costs

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

# SECTION IV - SP Special Terms and Conditions - 1H79SP081768-01

# **REMARKS**

### **New Award**

- 1. This Notice of Award (NoA) is issued to inform your organization that the application submitted through the funding opportunity SP-19-005 has been selected for funding.
- **1a)** This award reflects approval of the budget submitted 06/25/2019 as part of the application by your organization.
- 2. Recipients are expected to plan their work to ensure that funds are expended within the 12-month budget period reflected on this Notice of Award. If activities proposed in the approved budget cannot be completed within the current budget period, SAMHSA cannot guarantee the approval of any request for carryover of remaining unobligated funding.
- 3. All responses to award terms and conditions and prior approval requests must be submitted in eRA Commons.

For more information on how to upload a document in response to a tracked term, please reference under heading "4 Additional Materials – grantee" in the User Guide located at:

https://era.nih.gov/files/TCM\_User\_Guide\_Grantee.pdf

# 4. Register Program Director/Project Director (PD) in eRA Commons:

If you have not already done so, you must register the PD listed on the HHS Checklist in eRA Commons to assign a Commons ID. Once the PD has received their Commons ID, please send this information to your Grants Management Specialist. You can find additional information about the eRA Commons registration process at https://era.nih.gov/reg\_accounts/register\_commons.cfm.

# 5. Key Staff

Key staff (or key staff positions, if staff has not been selected) are listed below:

# Peg Sallade, Program Director @ 100 level of effort Project Coordinator Position

Any changes to key staff—including level of effort involving separation from the project for more than three months or a 25 percent reduction in time dedicated to the project—requires prior approval and must be submitted as a post-award amendment in eRA Commons.

For additional information on how to submit a post-award amendment, please visit the SAMHSA website: https://www.samhsa.gov/grants/grants-management/post-award-changes. Any technical questions regarding the submission process should be directed to the eRA Service Desk: http://grants.nih.gov/support/.

# **SPECIAL CONDITIONS**

### Other

I am requesting that the recipient submit an updated SF 424 face page correcting the Project end date from 2023 to 2024. 2023 is only 4 years and 2024 is 5 years. The recipient reflects a five-year grant in other areas of the application, accept the SF 424 face page. Please upload the updated face page in terms tracker.

# STANDARD TERMS AND CONDITIONS

### Standard Terms for Awards

Your organization must comply with the Standard Terms and Conditions for the Fiscal Year in which your grant was awarded. The Fiscal Year for your award is identified on Page 2 of your Notice of Award. SAMHSA's Terms and Conditions Webpage is located at: <a href="https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions">https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions</a>.

# **Compliance with Award Terms and Conditions**

FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.3 71, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

# **Staff Contacts:**

LaVencia Y Sugars, Program Official

Phone: (240) 276-2412 Email: lavencia.sugars@samhsa.hhs.gov Fax: (240) 276-2580

Odessa Crocker, Grants Specialist

Phone: (240) 276-1078 Email: Odessa.Crocker@samhsa.hhs.gov





# **Drug Free Communities Support Program (DFC Grant)**

# **Grant Overview:**

- Federal Grant from the federal Substance Abuse & Mental Health Services Administration (SAMHSA) through the Center for Substance Abuse Prevention (CSAP)
- Funding Timeline: December 31, 2019 December 30, 2025.
- Award Amount: \$125,000 per year for up to 5 years, renewed annually based on performance requirements. After five years of funding, there is an option to reapply in a competitive bids process for an additional 5 years of funding.
- Funds 1 Full Time DFC Project Coordinator position
- There is a 100% or \$125,000 match requirement for this grant.
- Interventions must focus on populations of youth 18 years of age and younger. This means the work is prevention and early intervention focused.
- Communities must send 2 people to the National Coalition Academy training (3 week- long trainings.)
- Award represents a contract with the federal government for fiscal and programmatic adherence; it is obligated, non-discretionary funding.

# **Funding Intent:**

By statute, the DFC Support Program has two goals:

- 1. Establish and strengthen collaboration among communities, public and private non-profit agencies, as well as federal, state, local, and tribal governments to support the efforts of community coalitions working to prevent and reduce substance abuse among youth.
- Reduce substance abuse among youth and, over time, reduce substance abuse among adults by addressing the factors in a community that increase the risk of substance abuse and promoting the factors that minimize the risk of substance abuse.

# **Abstract:**

The Town of Lynnfield, Massachusetts' Substance Use Prevention Coalition, A Healthy Lynnfield, will work to decrease the misuse of alcohol and electronic vaping product use among youth under the age of 18 by implementing a comprehensive mix of evidence based programs that address behaviors that lead to the initiation or progression of use. The primary goals of A Healthy Lynnfield include 1) reducing substance use among youth by addressing the factors in Lynnfield that increase the risk of substance misuse and promoting factors that minimize the risk of substance misuse and 2) establish and strengthen collaboration among community partners to reduce youth substance use. Strategies and objectives designed to achieve these goals are outlined in AHL's work plan. Strategies are environmentally focused to 1) limit access to substances 2) change the culture and context within which decisions about substance use are made 3) reduce the negative consequences associated with this use and 4) increase developmental assets and social-emotional competencies that help youth thrive.



CHRISTOPHER J. BARRETT PHILIP B. CRAWFORD RICHARD P. DALTON

e-mail: rdolan@town.lynnfield.ma.us

Robert J. Dolan Town Administrator

# **BOARD OF SELECTMEN**

November 12, 2019

Board of Water Commissioners Lynnfield Center Water District 83 Phillips Road Lynnfield MA 01940

**Dear Water Commissioners:** 

Thank you for your partnership, your service, and ongoing communication as we both seek to improve all aspects of life in Lynnfield.

I have shared, on behalf of the Board of Selectmen, our ongoing concerns and recommendations with Superintendent Scenna regarding two areas.

- 1. Setting of the municipal water rate moving forward.
- 2. Water access to Lynnfield Common and our public schools for beautification post construction and moving forward, and to address a serious safety issue at our schools due to a lack of irrigation. This is particularly true at the Huckleberry Hill School. Attached please find this email from Superintendent Tremblay regarding the issue.

I have been fully updated by Superintendent Scenna regarding the challenges the district faces moving forward financially and operationally. In light of these challenges we have discussed greater cooperation and shared services as a means to assist the LCWD with some costs and operations and maintain a separate municipal rate.

As you know separate municipal water rates are common practice in most if not all communities. I also fully understand the challenges that you face as a commission and seek fairness for all involved.

In that line of thinking I ask you consider the following proposal:

The Town of Lynnfield agrees that it will:

- 1. Authorize LCWD to dispense and purchase gas and diesel at cost from the Town of Lynnfield, using the pumps in the rear of Town Hall
- 2. Provide weather report services year-round to LCWD at no additional cost
- 3. Provide municipal and school facility conference rooms for use by LCWD meetings at no cost
- 4. Install and maintain outlets at both Tank Storage Sites (Huckleberry and Wing Road) supplied from the Public Safety Generators for use by LCWD during power outages
- 5. Provide area for LCWD to store gravel, excavate and stone at the DPW yard

- 6. Add language will be added to Lynnfield DPW material add service contracts extending the right to LCWD for purchases/use under said contracts, and petition the consortiums used by the Town for these purposes to add LCWD to the consortium bid for roadway and trench repairs
- 7. Implement and proceed with green/water conservation initiatives in the maintenance of municipal buildings and schools; on a bi-annual basis, will also calibrate and maintain all meters in municipal and school facilities in good working condition
- 8. Include LCWD in Emergency Management Team planning and assist in the submission of FEMA/MEMA applications when/if applicable
- 9. Provide LCWD with invitations to training opportunities coordinated by the Town. Costs associated will still be the responsibility of the LCWD.
- 10. Shared use of equipment such as backhoe, mini-excavator, bucket truck, front end loader, dump truck; as needed for repairs and projects

# LCWD agrees it will:

- 1. Apply for all excavation and street opening permits; Lynnfield will waive all associated fees
- Continue to maintain and keep all hydrants accessible throughout the year at no additional fee to Lynnfield
- 3. Continue to provide a Municipal Rate for all municipal accounts
- 4. Provide unrestricted water supply at Common and all School grounds per the following:

"In accordance with the 2018 DEP Model Outdoor Use By-Law, irrigation of public parks and recreation fields outside of the hours of 9 a.m. to 5 p.m. is subject to the review and approval of the Lynnfield Center Water District. During the spring of 2020, the Town of Lynnfield is planning to invest significantly in upgrades to the grounds at the Common area, Huckleberry Hill School and Summer Street School. Said improvements will improve over curb appeal for the Town. The scope of work will include new water connections at each location in accordance with the conditions outlined by LCWD Superintendent John Scenna with costs being covered by the Town of Lynnfield. As such, due to the substantial financial investment we are proposing and the language in the DEP By-Law above, we are requesting the use of water throughout the year at these locations between the hours of 9:00 p.m. and 6:00 a.m. so that we can maintain our investment and the beautification of this open space for the betterment of the entire community.

We feel strongly that the policy above allows the LCWD to approve this use thus allowing the Town, after a decade of examining other unworkable options, to solve this safety issue in our public schools in a permanent, pragmatic and quick manner.

Thank you for your consideration.

Robert J. Dolan

Yours very truly

Town Administrator



# Lynnfield Center Water District 83 Phillips Road Lynnfield, Massachusetts 01940 Phone +1.781.334.3901 FAX: +1.781.334.3013 Info@LCWD.US www.LCWD.US

Commissioners: Joseph T. Maney, Chairman Robert B. Almy Anders F. Youngren

Superintendent: John V. Scenna

# **MEMORANDUM**

To: Robert J. Dolan, Town Administrator, Town of Lynnfield

From: John V. Scenna, Superintendent, Lynnfield Center Water District

cc. Board of Commissioners, Lynnfield Center Water District

Robert Curtin, Town of Lynnfield

Date: December 23, 2019

Re: Shared Services Agreement: Town of Lynnfield and Lynnfield Center Water District

Thank you for the attached correspondence dated November 12, 2019 from the Town of Lynnfield. The Lynnfield Center Water District (LCWD) Board of Commissioners has discussed said proposal at several meetings. Most recently, at their meeting on Monday, December 16, 2019 they have voted to approve the agreement with the following conditions attached:

- 1. All existing arrangements by and between the Town of Lynnfield and LCWD (i.e. Code-Red) will remain in place and not be superseded by this Agreement.
- The Town of Lynnfield will provide services as outlined on the attached memorandum dated November 12, 2019 immediately upon execution of this Agreement. Arrangements shall be coordinated through the Superintendent of LCWD and Town Administrator or respective Department Head.
- 3. The Town of Lynnfield shall charge LCWD only fifty percent (50%) of costs associated with issuing tax levy payments. In the past, this payment from LCWD to the Town has averaged between \$1,900 and \$2,200 and covers direct expenses and labor associated with the issuance of LCWD District tax levy on Town of Lynnfield Real Estate bills.

- 4. LCWD shall charge the Town of Lynnfield a flat volumetric rate equal to \$2.10/1,000 gallons. Said rate equals approximately fifty percent (50%) of the costs associated with the production and treatment of water and maintenance of the distribution system.
- 5. In addition to the volumetric charge, LCWD shall assess the Town of Lynnfield a quarterly service fee for each account. Said fee shall equal \$25 per quarter per account.
- Rates and service fees (noted above) will go into effect March 1, 2020 and remain in full force and effect through June 30, 2022;
- 7. New service connections in conjunction with proposed capital open space and recreational projects at the Lynnfield Common, Huckleberry Hill School and Summer Street School are approved as conditioned by Superintendent Scenna in correspondence with Town Departments. By vote of this Commission on December 16, 2019, water use will be permitted at said new services throughout the year between the hours of 10:00 PM and 4:00 AM and will not be subject to fines and penalties so long as irrigation systems are equipped and maintained with appropriate rain sensors. Said irrigation systems shall always be operated and monitored to supply water at industry standards to safeguard proper growth and maintenance of landscape features. LCWD reserves the right to review the Town's water use and operating procedures if the District were to enter a State declared Level 4 emergency drought (as defined by the Commonwealth of Massachusetts Drought Management Plan of September 2019), a DEP Level 5 water use restriction (as defined by the DEP 2018 Model Outdoor Use By-Law) and/or any additional system wide restriction imposed by the board as a result of infrastructure failures.
- 8. If acceptable, the Town of Lynnfield, through their legal counsel, shall draft an agreement based on your November 12, 2019 memorandum with the conditions outline herein incorporated. LCWD reserves the opportunity to review said agreement with their legal counsel prior to acceptance and execution by the Board of Selectmen.

We thank you for your time in this process and look forward to both a successful and prudent working relationship between our agencies as we both look to provide abundant and high level of services to residents of Lynnfield.



CHRISTOPHER J. BAIRRETT PHILIP B. CRAWFORD RICHARD P. DALTON

Robert J. Dolan Town Administrato

DOARD OF SELECT

November 12, 2019

Board of Water Commissioners Lynnfield Center Water District 83 Phillips Road Lynnfield MA 01940

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As you know separate municipal water rates are common practice in most if not all communities. I also fully understand the challenges that you face as a commission and seek fairness for all involved.

In that line of thinking I ask you consider the following proposal:

The Town of Lynnfield agrees that it will:

- Authorize LCWD to dispense and purchase gas and diesel at cost from the Town of Lynnfield, using the pumps in the rear of Town Hall
- 2. Provide weather report services year-round to LCWD at no additional cost
- 3. Provide municipal and school facility conference rooms for use by LCWD meetings at no cost
- Install and maintain outlets at both Tank Storage Sites (Huckleberry and Wing Road) supplied from the Public Safety Generators for use by LCWD during power outages
- 5. Provide area for LCWD to store gravel, excavate and stone at the DPW yard

- Add language will be added to Lynnfield DPW material add service contracts extending the right
  to LCWD for purchases/use under said contracts, and petition the consortiums used by the Town
  for these purposes to add LCWD to the consortium bid for roadway and trench repairs
- 7. Implement and proceed with green/water conservation initiatives in the maintenance of municipal buildings and schools; on a bi-annual basis, will also calibrate and maintain all meters in municipal and school facilities in good working condition
- Include LCWD in Emergency Management Team planning and assist in the submission of FEMA/MEMA applications when/if applicable
- Provide LCWD with invitations to training opportunities coordinated by the Town. Costs associated will still be the responsibility of the LCWD.
- Shared use of equipment such as backhoe, mini-excavator, bucket truck, front end loader, dump truck; as needed for repairs and projects

# LCWD agrees it will:

- 1. Apply for all excavation and street opening permits; Lynnfield will waive all associated fees
- Continue to maintain and keep all hydrants accessible throughout the year at no additional fee to Lynnfield
- 3. Continue to provide a Municipal Rate for all municipal accounts
- 4. Provide unrestricted water supply at Common and all School grounds per the following:

"In accordance with the 2018 DEP Model Outdoor Use By-Law, irrigation of public parks and recreation fields outside of the hours of 9 a.m. to 5 p.m. is subject to the review and approval of the Lynnfield Center Water District. During the spring of 2020, the Town of Lynnfield is planning to invest significantly in upgrades to the grounds at the Common area, Huckleberry Hill School and Summer Street School. Said improvements will improve over curb appeal for the Town. The scope of work will include new water connections at each location in accordance with the conditions outlined by LCWD Superintendent John Scenna with costs being covered by the Town of Lynnfield. As such, due to the substantial financial investment we are proposing and the language in the DEP By-Law above, we are requesting the use of water throughout the year at these locations between the hours of 9:00 p.m. and 6:00 a.m. so that we can maintain our investment and the beautification of this open space for the betterment of the entire community.

We feel strongly that the policy above allows the LCWD to approve this use thus allowing the Town, after a decade of examining other unworkable options, to solve this safety issue in our public schools in a permanent, pragmatic and quick manner.

Thank you for your consideration.

Robert J. Dolan

Yours very truly

Town Administrator

# Lynnfield Police Capital FY 21

	Split		Estimated	Quoted	pa	Totals			
Police Cruisers				69	39,897.24	₩	39,897.24		
Radio site upgrade year 5/5 Allcomm <b>50/50 Police / Fire</b>	<b>₩</b>	48,500.00 48,500.00	Sitework FD PD			69	18,500.00	48,500.00 PD share only	
Keyscan System replacement / upgrade 10 + years old 50/50 Police / Fire			G G	<del>и</del> и	11,500.00	<del>69</del>	11,500.00	11,500.00 PD share only	
1 Cruiser Radar Unit To replace unit 10+ years old				€9	2,500.00	es-	2,500.00		
Police Station Computer replacement 4 Computers Win 10 Upgrade			\$ 7,500.00			69	7,000.00		
2 Replacement Mobile Computers Currently 5 years old				€9	6,000.00	69	6,000.00		
Telephone System To replace 20 year old+ system Possible - 50/50 Police / Fire Would be 11k each	↔	11,000.00 FD	Ð						
Individual depts would be apx 8900	€	11,000.00	PD			69	11,000.00	PD share only 11,000.00 As little as 9k as much as 11k	ich as 11
Police station Generator	Backu	Backup generator is old and n Has had 2 failures in 4 years	Backup generator is old and needs replacmenet Has had 2 failures in 4 years	s repl	acmenet	Unknown	UW.		
Concience			DPW ??				•		

\$ 126,397.24 Police Capital Total



# **Town of Lynnfield**FY21 Capital Funding Request Form

Date: 11/27/2019

Department: Police Department
Submitting Official: Chief David Breen

Capital Item/Project Requested: Radio site upgrade year 5/5 Allcomm

Ranking Among Department Requests: #1
Projected Useful Life: Click here to enter text.

Capital Item/Project Cost: 97,000.00 (50/50 split with the Fire Department 48,500.00)

Capital Item/Project Description (describe in detail what you want to purchase, why and what alternatives were explored):

Click here to enter text.

Purpose and/or Benefit (Does expenditure address a mandatory or discretionary requirement? If discretionary, does the acquisition relate to an existing or new service? Please provide quantitative measures of the expected benefit when possible.) Click here to enter text.

Is there an operating cost impact? If so, please explain: Click here to enter text.

Please attach any relevant supporting documentation to this request. This may include: breakdown of costs, possible alternatives and proposals already received.



# **Town of Lynnfield**FY21 Capital Funding Request Form

Date: 11/27/2019

Department: Police Department

Submitting Official: Chief David Breen

Capital Item/Project Requested: Keyscan System replacement

Ranking Among Department Requests: #2
Projected Useful Life: Click here to enter text.

Capital Item/Project Cost: 11,500.00 (50/50 split with the Fire Department 5,750.00)

Capital Item/Project Description (describe in detail what you want to purchase, why and

what alternatives were explored):

System is 10 plus years old

Purpose and/or Benefit (Does expenditure address a mandatory or discretionary requirement? If discretionary, does the acquisition relate to an existing or new service? Please provide quantitative measures of the expected benefit when possible.) Security

Is there an operating cost impact? If so, please explain: Click here to enter text.

Please attach any relevant supporting documentation to this request. This may include: breakdown of costs, possible alternatives and proposals already received.



# Wayne Alarm Systems Inc. 424 Essex Street Lynn, MA 01902

(781) 595-0000 Ext.408 (781) 477-6196 FAX www.waynealarm.com

Quote#	WYNQ28695
Date	11/12/2019
Security	Consultant
Zachai	ry Preman
zpreman@w	aynealarm.com
781-5	576-0023
702 0	70 0020

# This proposal was specifically created for

# **Lynnfield Fire Department**

Sold to: Lynnfield Fire Department 59 Summer St Lynnfield, MA 01940

Installed at: Lynnfield Fire Department 59 Summer St & 598 Salem St Lynnfield, MA 01940

Contact: Chief Glenn Davis (781) 334-5152

Contact: Chief Glenn Davis (781)334-5152

Thank you for allowing Wayne Alarm Systems the opportunity to submit the following proposal.

Upgrade the (2) existing KeyScan Access Control Systems by performing the following work:

55-59 Summer St:

Extract all of the customer's existing credentials from customer's existing System VII software.

Replace the existing KeyScan 8-Door Controller and 4-Door Controller with (2) new KeyScan 8-Door Controllers, allowing for a maximum capacity of 16 readers at this location.

Link the two panels together via (2) communication interlink modules.

Install a Keyscan RS232 to TCP/IP Converter w/Encryption to put the system on customer's network.

Install KeyScan Aurora software on customer's network.

Connect the existing (12) readers to the new controllers and test them.

Import all of the existing credentials, exported from the previous system, onto the new KeyScan Hosted Aurora software.

Test the system.

This proposal is to utilize the existing wiring, readers and power supplies.

598 Salem St:

Replace the existing KeyScan 2-Door Controller with a new KeyScan 4-Door Controller, allowing for a maximum capacity of 4 readers at this location.

Install a Keyscan RS232 to TCP/IP Converter w/Encryption to put the system on customer's network,

Connect the existing (2) readers to the new controllers and test them.

Install KeyScan Aurora software on customer's network.

Test the system.

50 Additional KeyScan HID Keyfobs are included in this proposal. Included with this installation is for a Wayne Alarm IT Professional for (16) hours to set up KeyScan Aurora software on both sites, import all the credentials and train the customer on the new software. \*Any additional fees charged by the city or town over amount stated above will be billed to the customer. This proposal is to utilize the existing wiring, electric door strikes, readers and power supplies. Additional Option: Wayne Alarm Service Program: Covers all parts and all labor for duration. Includes "Hot Swaps" when necessary. This does not cover any physical damage or damage resulting from acts of nature. \$142.00 Additional per month billed semi-annually in advance. Accept [ ] Decline What the customer will supply: Designated email address for billing purposes Access to all areas necessary to complete this work during the schedule date/time of the work. Information for any scheduling, grouping or credentials that are different from the existing setup. The necessary 110V power for the panel(s) and lock(s)/strike(s) within 6' of the panel (already existing).

Checking this box approves any electronic fund transfers for the applicable monthly monitoring fee and the balance of the installation when

Network connection within six feet of panel (already existing).

the job is completed: [ ]



# What Wayne Alarm Systems will supply and install:



Quantity	y Description of Part		
2	KeyScan 8 Reader Door Control Board		
1	KeyScan 4 Reader Door Control Board		
2	Communication Interlink Module	50	
2	RS232 to TCP/IP Converter w/Encryption		
10	12V 7AH Battery		
1	Keyscan Aurora Software		
1	KeyScan Module For Networking Aurora Software		
1	KeyScan HID Proximity Keyfobs - 50 pack		
1	Miscellaneous Electrical Supplies		,
8	Installation Charge (8 hours)		
16	IT Services (1 hour)		

\$23,060.21	Material & Labor
\$828.76	Sales Tax
\$23,888.97	Total

# **Lease Payment Option**

# Notes:

\* A warranty period of 12 months shall apply to all parts and labor listed in this proposal.

\* All door strike(s) and/or magnetic lock(s) will be installed by others. The costs for these items, unless indicated above, are not included in this proposal.

\* A 50% deposit is required for all projects with the balance due upon completion of the installation.

\* All application fees, permit fees, engineering drawings, or any associated user fees are the sole responsibility of the client.

\* This quote is effective for 30 days.

\* Unless indicated above the installation will be done during normal business hours, with are 8 AM to 4:30 PM.

- \* Price is based on above list of materials and quantities only. Please confirm that all quantities are correct and that all necessary items have been included. If there are any discrepancies, please notify us so that we can adjust the price accordingly.
- \* It's further agreed that Wayne Alarm Systems (Company) retains ownership of all equipment and parts installed until full payment of the aforementioned is received by the company. As a result the company may remove or deprogram any or all of the equipment and parts at the company's discretion due to non payment.

\* All services provided by Wayne Alarm Systems subject to all the terms and conditions of our installation, monitoring, and maintenance contracts.

# Terms and Conditions

I.This document has been classified CONFIDENTIAL to give emphasis to the importance of restricting access of information herein to AUTHORIZED PERSONNEL ONLY

II.All material is guaranteed to be specified. Replacement components shall be of equal or better quality with no increase in price except where authorized by the subscriber. All work to be done in a workmanlike manner and in accordance with standard trade practices. All agreements contingent upon strikes, accidents or delays beyond the control of WAYNE ALARM SYSTEMS INC. Hereinafter called the CONTRACTOR. Subscriber to carry fire, tornado and other necessary insurance.

III.LIMIT OF LIABILITY It is understood that the CONTRACTOR is not an insurer that such insurance, if any, shall be obtained by the Subscriber. Amount payable to the Contractor hereunder are based upon the value of the subscribers property of others located in subscribers premises. The CONTRACTOR makes no guarantee or warranty, included any implied warranty of merchantability or fitness that the system or service supplied will avert or prevent occurrences or the consequences there from, which the system or services is designed to detect. The subscriber does not desire this agreement to provide for full liability of the CONTRACTOR and agrees that the CONTRACTOR shall be exempt from liability for loss or damage due directly or indirectly to occurrences or consequences there from which the equipment or services is designed or avert: that if the CONTRACTOR should be found liable for loss or damage due to a failure of equipment or service in any respect, its liability shall be limited to \$250.00 as the sole & exclusive remedy and that the provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to a person or property from performance of obligations imposed by this agreement or from negligence, active or otherwise, of the CONTRACTOR, its agents or employees. No action shall be brought against the CONTRACTOR more than one year after the accrual; of the cause of action therefore, if the subscriber desires, the CONTRACTOR will amend this Agreement to allow the subscriber to pay an additional annual amount necessary to purchase an insurance policy or such greater liability, no such amendment shall be effective unless authorized by the subscriber, the CONTRACTOR and the insurance carrier which will be insuring the additional liability, in the event any person, not a party to this agreement, shall make any claim or file any lawsuit against the CONTRACTOR for failure of its equipment or service in any respect, customer agrees to indemnify, defend and hold the CONTRACTOR harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees. If this agreement provides for a direct connection to person, persons or governmental agency which, in the judgment of the CONTRACTOR has jurisdiction of the subscriber's premises or other agency that department or agency may invoke the provisions hereof against any claims by the subscriber due to any failure of such department or agency.

IV.Subscriber may indicate acceptance of this proposal by indicating choice of systems from those offered and by affixing an authorized signature where indicated.

V.Following acceptance of this proposal, installation will be scheduled.

VI. Waiver of Subrogation: You hereby waive any rights your insurance company may have to be reimbursed by Company or Representatives for money paid to you or on your behalf.

VII.Subscriber shall pay the CONTRACTOR the highest lawful rate of interest permissible under applicable law on all past due billings. If however claim is referred to an attorney to enforce collection, the subscriber shall be liable for legal fee of 25% in addition to outstanding balance. If a law suit is instituted in a court of applicable jurisdiction to enforce payment of said outstanding balance and reasonable attorney's fee of 25% of said outstanding balance plus interest.

The above prices, specification and conditions are satisfactory and hereby accepted. You are authorized to proceed and do all work as specified. Payments will be made in accordance with the terms herein defined.

N	/ayne	Alarr	n Sys	tems	inc.
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By: Zachary Preman

Date: 11/12/19



For	Lynnfield Fire Department
Title	
Ву	Print Name
Ву	<u></u>
Date	



Customer: Town of Lynnfield

Project:

**Town of Lynnfield Access Quote** 

Proposal #: 7974-1-0

Date:9/17/2019 Page 1 of 6

# **Town of Lynnfield Access Quote**

# Prepared For: Town of Lynnfield

55 Summer St

Lynnfield, MA

Submitted:9/17/2019 Proposal Valid Until: 10/17/2019

Submitted to:

Nick Secatore

Town of Lynnfield 55 Summer St Lynnfield, MA

Ph:781-463-1219

Fx:

Email:nsecatore@town.lynnfield.ma.us

Prepared By:

Chris Nugent

American Alarm

Integrated Security Consultant

297 Broadway

Arlington, MA 02474

Ph:781-859-2014

Fx:

Email:cnugent@americanalarm.com



Customer: Iown of Lynnfield

Project:

**Town of Lynnfield Access Quote** 

Proposal #: 7974-1-0

Date:9/17/2019 Page 2 of 6

# Contract for Construction and Professional Services - (B)

This contract may include, as specified below, design, installation, programming, repair, monitoring, and/or testing and inspection of integrated systems. All equipment installed will become the property of the client.

# Site & Contact Information

Site:

55 Summer St Lynnfield, MA 01940 Invoice:

55 Summer St Lynnfield, MA 01940 Main:

Nick Secatore

Voice:

781-463-1219

Fax:

Mobile:

Email:

nsecatore@town.lynnfield.m

Other Contact Information

# Scope of Work

This is an ITC-71 Contract.

This equipment has a 1 year parts and labor warranty.

Installation guidelines:

1. Any new equipment installed by American Alarm and Communications comes with a 1 year warranty

2. Equipment pricing is manufacturer's suggested retail price less AACI's % discount to the State of MA

3. Prevailing wage rates apply for all installation work. All PW rates are county specific and are listed on AACI's ITC-71 labor rate schedule

Service and Maintenance Plans:

1. Service Maintenance plans can be offered to both new installations and system take-overs. AACI and Eligible Entity must negotiate pricing and apply the fixed manufactures discount percentage off with a total net cost to the Eligible Entity prior to any services being performed. See the ITC-71 contract for Service and Maintenance platform descriptions.

Labor carried for this project assumes customer has networking administration support on site. Additional network administration work related to third party network issues will be billable at then current Integrated Systems hourly labor rates.

AACI must be granted unfettered access to the customer's location for all phases of the installation work. Delays caused by others that either shorten or extend the installation schedule and cause additional visits or work may cause additional costs to the customer in the form of a change order at our published T&M rates.

The following examples are not intended to exclude other items but they are intended to set the ground work for a successful fulfillment of the contract between the customer and AACI based on the supplied blueprints, specifications and contract without causing additional costs to either party.

1. Fire Alarm control interface work with other suppliers.

Locks installed by others and/or working condition of customer doors. 2.

3. Network connectivity supplied by customer and/or needed network information supplied by customer.

Servers provided by others and/or rack specifications. 4.

Special construction supplied by others (i.e. Millwork, handicap door hardware, etc.). 5.

Non-response by customer or customer's vendors/suppliers for requests for scheduling or coordination of needed work and/or site 6. access.

Changes to the customer's construction schedule without a timely email notifying AACI of changes.

All labor programming setup and training is included in this quote.

110v/120v outlets must be available for our use.



Customer: Town of Lynnfield

Project:

**Town of Lynnfield Access Quote** 

Proposal #: 7974-1-0

Date:9/17/2019 Page 3 of 6

# Scope of Work

INSTALL REPLACEMENT TOWN-WIDE AVIGILON SYSTEM

UPGRADE OLD 14 READER SYSTEM

REPLACE OLD RFID WEAK KEY WITH NEW SMART CARD FOR SECURITY CARD UPGRADE

	dule of Equipment fo		Description	2.20
QTY 12	MAGRI	MAGRI	ELECTRIFIED LATCH BODY NEW INSTALL	
1	LIFESAFETY	FPO75-B100C4D8PE2M	Lifesafety 4 DR regulated power supply kit-20hx16w 4.5d	
2	LIFESAFETY	FPO150-B100C82D8PE2M	Lifesafety 8 DR aux regulated pwr supply kit-24hx20w 4.5d	
1	LIFESAFETY	FPO150/250-2C83D8PE4M1/T16-A	Lifesafety 16 DR aux regulated pwr supply kit-24hx20w 4.5d	
1	INTERSTATE	B\$L1075	Interstate 12V 7.2AH Battery	
14	HID	HID900PTNNEK000	HID Multiclass Mini Mullion Style Reader RP10	
1	AVIGILON	AC-APP-32R-ENT2	Avigilon ACM Enterprise appliance for 32 readers	
3	AVIGILON	AC-MER-CONT-2DR	Avigilon Mercury 2 dr controller 16MB ethernet (LP1502)	
12	AVIGILON	AC-MER-CON-MR52	Avigilon Mercury 2 reader interface module (MR52-S3)	
2	Honeywell Security	WG-31141112	18/2 STR JKT CL2P 1M BX BGE	
2	Honeywell Security	WG-32061112	22/6 STR OAS CL2P 1M BX BGE	
1	MISC	MISC	MISC PARTS	
ò	TAKEOVER	TAKEOVER	TAKEOVER EXISTING SYSTEM CLEAN UP	
, 0	PROGRAM	PROGRAM	PROGRAM, TEST AND SET UP	
14	HID	HID900PTNNEK000	REPLACEMENT READERS	
		A	Equipment SubTotal: ccess Control SubTotal:	36,718.09 \$36,718.09

Rate, \$141.88	Price \$10,002.54
	Rate_ \$141.88

# Cost Fees Schedule

 Total Equipment:
 36,718.09

 Total Labor:
 \$10,002.54

 Total Price:
 \$46,720.63

 Balance Due Upon Completion:
 \$46,720.63

# Thank You

Thank you for your business. If you have any questions about this contract, please feel free to call me at 781-859-2014.

Sincerely,

Chris Nugent cnugent@americanalarm.com



Customer: Town of Lynnfield

Project: Tow

**Town of Lynnfield Access Quote** 

Proposal #: 7974-1-0

Date:9/17/2019 Page 4 of 6

# Notes

Installation is included in the above prices. Prices valid for 30 days. Where applicable, sales tax is included in prices. Municipal permit fees and parking/ficket fees, if required, will be invoiced separately. Fire Alarm work subject to Fire/Bldg. Department approval. This agreement is subject to the Terms and Conditions of the MASTER AGREEMENT including LIMITATION OF AACI'S LIABILITY stated on the attached pages which the Client acknowledges have been read and accepted.

A ninety (90) day repair service policy covering parts and labor is included in the above price (see paragraph 4 on MASTER AGREEMENT.)

Client will supply necessary telephone line(s), network drop(s), and electrical power at control panel / CPU location.

Deposit to be paid before system goes into service. Monitoring services will commence after emergency notification call list is received by the

Monitoring Center. This agreement is binding on American Alarm & Communications, Inc. (AACI) only when signed by an authorized officer of AACI.



Customer: Iown of Lynnneid

Project:

**Town of Lynnfield Access Quote** 

דוטטטטמו #. 7974-1-0

Date:9/17/2019

Page 5 of 6

# **Master Agreement**

American Alarm & Communications, Inc. ("AACI") has made a sincere effort to write this Master Agreement in simple, easy-to-read language because it wants its Clients to understand it. Please feel free to ask any questions.

- 1. MASTER AGREEMENT & PURCHASE/WORK ORDERS AACI wishes to be easy to do business with and does not want its Clients to have to read this document more than once. Therefore, this agreement serves as a Master Agreement under which all existing and future systems, products, equipment, and services will be provided by AACI. Pursuant to this Master Agreement, AACI will do work under Client's purchase order and/or AACI work orders (defined as AACI service tickets or contracts which refer to this Master Agreement) for the purchase and/or installation of any product, equipment, system or service Client requests from AACI. If a term or condition on any individual Purchase Order conflicts with any term or condition of this Master Agreement, this Master Agreement shall control unless the Purchase Order specifically states that the term or condition supercedes a specific term or condition of this Master Agreement and the Purchase Order is signed by both parties.
- 2. LIMITATION OF AACI'S LIABILITY -- IF AACI IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS NEGLIGENCE OR THE FAILURE TO PERFORM ITS OBLIGATIONS IN THIS AGREEMENT, INCLUDING INSTALLING, MONITORING, REPAIRING, SERVICING, INSPECTING OR TAKING OVER AN EXISTING SYSTEM, IN ANY RESPECT AT ALL, AACI'S MAXIMUM LIABILITY WILL BE \$1,000. AACI WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CLIENT AND AACI. IF AACI DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT. AACI EXPRESSLY DENIES ALL LIABILITY FOR ANY OTHER LOSS OR DAMAGE, WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ANY OTHER THEORY OF LIABILITY. The Client acknowledges that, for an additional fee, the Client may obtain additional protection for the Premises, including telephone line-cut protection.
- 3. INSURANCE -- The Client understands that AACI IS NOT AN INSURER. The Client is responsible for obtaining all insurance the Client thinks is necessary. including coverage for personal injury and property damage. The payments the Client makes under this Agreement are not related to the value of the Premises or the Client's possessions, but rather are based on the cost of the System and AACI's services. The Client releases AACI from any liability for any event or condition covered by the Client's insurance.
- 4. LIMITED WARRANTY -- For 90 (ninety) days from the date of this Agreement, AACI warrants that if any part of the System does not work because of a defect or because of ordinary wear and tear, AACI will repair or replace that part at no charge to the Client. AACI may use reconditioned parts in making repairs, but AACI warrants the replacement parts only for the remainder of the warranty period. This limited warranty does not apply if the System has been damaged by acts beyond AACI's control such as accidents, power surges, misuse, lack of proper maintenance, unauthorized changes, or lightning (even if surge suppression devices are present), fires, earthquakes, tornadoes, hurricanes, floods, telecom service failure, burglary, riot, or civil disturbance, etc. This limited warranty does not cover: Work or repair necessitated by client relocation, painting, altering or remodeling, batteries in wireless devices, maintenance of computer or server equipment (e.g. data back-ups, hard disk defragmentation, etc.), fees or fines assessed by municipalities, replacement of components not installed by AACI and/or not listed on this agreement and/or no longer available from the manufacturer.
- The Client must notify AACI of any problem the Client claims AACI's limited warranty covers within the warranty period. AACI will repair the problem as soon as it reasonably can during normal business hours after it receives the Client's notice. IF THE CLIENT SELECTED AN EXTENDED WARRANTY SERVICE AGREEMENT FOR A PARTICULAR SYSTEM(S), PLEASE SEE SUMMARY OF ADDITIONAL COVERAGE ATTACHED TO THE PURCHASE/WORK ORDER(S) FOR SAID SYSTEM(S). This limited warranty is the only warranty AACI makes, is made only if AACI installed the System, and takes the place of all other warranties whether express or implied. NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. AACI MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AACI does not promise that the System or the services cannot be compromised or that they will always provide the intended signaling, monitoring or other service.
- 5. CLIENT'S PROTECTION OF COMPANY -- The Client agrees to protect/indemnify, defend and release AACI and AACI's related parties from liability against all third party claims or losses (including reasonable attorneys' fees) brought against AACI, which relate to the System or the services AACI provides. AACI's related parties include AACI's employees, agents and subcontractors. This protection/indemnity covers claims brought against AACI by the Client's insurance
- company. It also includes claims arising under contract, warranty, negligence, or any other theory of liability. The Client's duty to protect/indemnify AACI, however, does not apply to claims based on injuries to third parties or to their property that occurred while AACI's employees were on the Premises and which were caused solely and directly by those employees. In case of any third party claim or loss covered by the Client's insurance, the Client agrees not to look to AACI or AACI's related parties for reimbursement. The Client waives any rights that the Client's insurance carrier or others claiming through the Client may have against AACI or AACI's related parties.
- 6. THE CLIENT'S AGREEMENTS -- The Client has the authority to sign this Agreement and in doing so will not violate any other agreement. The Client is not aware of any hazardous conditions on the Premises. The Client agrees to prevent false alarms and assume responsibility for them. If AACI notifies the Client of a malfunction, the Client will disconnect the System until AACI can repair it. The Client will not tamper or interfere with the System, nor permit others to do so. The Client agrees that AACI can record and use all communications with anyone at the Premises in the normal course of AACI's business. The Client will test the System at least once a month, as well as when changes are made to its telephone system, related computer systems, or the Premises. The Client will immediately notify AACI of any problems with the System. The Client agrees that AACI can make program changes to AACI's proprietary data located in the transmitting device. The Client will pay AACI its then-current charges for doing any work not covered by this Agreement, including paying AACI's minimum service charge if AACI cannot enter the Premises at the scheduled time.



Project:

Town of Lynnfield Access Quote

7974-1-0

Date:9/17/2019 Page 6 of 6

7. TERMINATION -- If the Client fails to perform its obligations, AACI will give the Client written notice of default. If the Client does not fix the default within 30 (thirty) days, AACI can end this Agreement, If either party ends this Agreement, the Client must pay AACI: (a) all amounts then due; (b) the full amount due AACI for the remainder of this Agreement (as an agreed-upon amount of damages and not as a penalty); and (c) AACI's reasonable collection costs, including attorneys' fees and administrative costs. If this Agreement is ended, AACI does not have to provide any service, including monitoring, after that date. In addition, AACI can peacefully enter the Premises and remove its equipment. If AACI walves any default by the Client, that does not mean AACI waives later defaults. Any waiver by AACI must be in writing. The Client grants AACI a security interest in any property AACI installs on the Premises in order to secure payment of the purchase price. The Client must return such property if it does not fully pay for it. If the Client does not return such property, AACI will ask a court to force the Client to do so. AACI has the rights of a secured party under the Uniform Commercial

- 8. SYSTEM CHARGES Where applicable, sales/use tax is included in the cost of material to construct the real estate addition and/or the selected maintenance services. Municipal permit fees, parking fees, computer-generated as-built drawings and submittals will be billed separately. After the initial twelve months of this Agreement, AACI can increase AACI's fees by an annual amount up to 9%. If the Client is more than 30 (thirty) days late with payment, AACI can charge the Client interest up to the highest rate allowed by law. In addition, the Client agrees to pay AACI's reasonable collection costs, including attorneys' fees, and a reasonable reconnect fee if AACI has disconnected the System.
- 9. <u>AGREEMENT TERM</u> All monitoring services, service agreements and equipment rentals are for terms of from the date of the transaction evidenced by the date AACI accepted the relevant purchase order or work order ("Initial Term"). After the Initial Term, this agreement shall automatically renew itself from year to year unless thirty (30) days prior notice in writing of desire to terminate the connection is given by either party to the other.
- 10. <u>ADDITIONAL REQUIRED COSTS</u> In some cases, unforeseen obstacles and time commitments occur for which extra charges will apply, but only upon due notice to Client before the additional work is performed. These include: Additional requirements by the municipality (e.g. additional required equipment, meetings, inspections or services, etc.), use of a bucket truck, lift, or other rented equipment, software programming by others, additional door and lock work, hidden construction obstacles, 120-volt electrical work, unexpected extra meetings, site visits, or overtime work.
- 11. <u>SYSTEMS INSTALLED BY OTHERS</u> When existing on-site equipment installed by others is to be incorporated into a service agreement, AACI may inspect such equipment at any time prior to service being operative under the agreement. If, in its sole judgment, AACI determines the equipment, wiring, or any component not to be in good operating condition, not installed to code, or not compatible with new equipment to be installed, AACI will repair or replace defective elements on a time and materials basis to be invoiced separately.
- 12. TRANSFERS The Client cannot transfer this Agreement without AACl's consent. However, AACl can transfer this Agreement or subcontract its obligations without the Client's consent. If AACl does so, anyone to whom AACl transfers or subcontracts its obligations will have all of AACl's rights. AACl is not responsible, however, for any work, including monitoring, which is done negligently by any third party.
- 13. NOTICES; LIMITATION ON LAWSUITS; JURY TRIAL -- Unless otherwise indicated, all notices must be in writing. The Client must bring any claim against AACI within 1 (one) year after the claim arose. If the Client does not, the Client has no right to sue AACI and AACI has no liability to the Client for that claim. It is critical that the Client bring any claim in a timely manner. The provisions of this Agreement which apply to any claim remain in effect even after this Agreement ends. AACI AND THE CLIENT BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL.
- 14. <u>TITLE</u> In the case of system purchase, Title to the system does not pass to the buyer until after the equipment has been affixed permanently to the real estate and becomes part of the real estate and all amounts due under this agreement for sale and installation including the initial periodic service involce have been paid. In the case of a rental agreement, the equipment and system described above are at all times owned by AACI.
- 15. <u>REQUIREMENTS FOR COMMENCING INSTALLATION AND/OR SERVICE</u> In order to commence installation, Client must supply necessary telephone line(s) or other communication means and an electrical power source at the C.P.U./Control Panel location. In order to commence monitoring services, an Emergency Notification Call List must be received by American Alarm's Central Station. All systems will go into service after the installation invoice and/or initial service invoice is paid in full.
- 16. MISCELLANEOUS This Agreement contains the entire understanding between the Client and AACI and replaces any other documents or discussions AACI previously had with the Client. This Agreement is not binding on AACI until AACI or its authorized agent signs it or begins installation or service. Massachusetts law governs this Agreement. Faxed signatures are binding on the parties. If AACI does not approve this Agreement, AACI's only obligation is to refund any payments the Client has made. Any equipment or services AACI provides to the Client in the future are subject to the terms of this Agreement, as so amended. This Agreement cannot be changed except in writing signed by both the Client and AACI. If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The word "including" means "including without limitation." All schedules and attachments are a part of this Agreement.
- 17. VOICE OVER INTERNET PROTOCOL (VOIP) -- Client acknowledges that many VoIP telephone services are not as reliable as traditional copper-based, managed telephone services, and may not transmit alarm signals at all. Client acknowledges responsibility for notifying AACI before changing to VoIP. If non-managed VoIP is already in use, AACI recommends alternative alarm signal transmission methods such as long range radio and/or internet-based (non-voice-based) monitoring.
- 18. ANTI-SPAM NOTICE -- By providing your email address, you will receive periodic email newsletters containing information relating to your security and AACI services. Each newsletter will contain an opt-out option. Your email address shall NOT be disclosed to third parties under any circumstances, as is the case with all confidential personal information held by AACI.
- 19. <u>FIRE ALARM APPROVALS</u> Fire Alarm contracts are subject to acceptance test by the Fire Department or other Authority Having Jurisdiction. Additional repairs, system changes, or device count adjustments, if required, will be quoted separately and submitted for customer approval before additional work is performed.



# Wayne Alarm Systems Inc. 424 Essex Street Lynn, MA 01902

(781) 595-0000 Ext.408 (781) 477-6196 FAX www.waynealarm.com

Quote #	WYNQ28668
Date	11/12/2019
Security	y Consultant
Zacha	ry Preman
zpreman@v	waynealarm.com
781-	576-0023

# This proposal was specifically created for

# **Lynnfield Fire Department**

Sold to: Lynnfield Fire Department 59 Summer St Lynnfield, MA 01940

Installed at: Lynnfield Fire Department 59 Summer St & 598 Salem St Lynnfield, MA 01940

Contact: Chief Glenn Davis (781) 334-5152 Contact: Chief Glenn Davis (781)334-5152

Thank you for allowing Wayne Alarm Systems the opportunity to submit the following proposal.

Upgrade the (2) existing KeyScan Access Control Systems to allow for KeyScan Hosted Access Control, by performing the following work:

55-59 Summer St:

Extract all of the customer's existing credentials from customer's existing System VII software.

Replace the existing KeyScan 8-Door Controller and 4-Door Controller with (2) new KeyScan 8-Door Controllers, allowing for a maximum capacity of 16 readers at this location.

Link the two panels together via (2) communication interlink modules.

Install a Kevscan hosted module to allow for KeyScan Hosted Aurora software.

Connect the existing (12) readers to the new controllers and test them.

Import all of the existing credentials, exported from the previous system, onto the new KeyScan Hosted Aurora software.

Test the system.

This proposal is to utilize the existing wiring, readers and power supplies.

598 Salem St:

Replace the existing KeyScan 2-Door Controller with a new KeyScan 4-Door Controller, allowing for a maximum capacity of 4 readers at this location.

Install a Keyscan hosted module to allow for KeyScan Hosted Aurora software.

Connect the existing (12) readers to the new controllers and test them.

Test the system.

50 Additional KeyScan HID Keyfobs are included in this proposal.

Included with this installation is for a Wayne Alarm IT Professional for (16) hours to set up hosted access control on both sites, and train the customer on the new software.

\*Any additional fees charged by the city or town over amount stated above will be billed to the customer. The monthly fee for this Hosted Access System is \$126.00 per month billed semi-annually in advance. Breakdown: -\$10.00 per month per door (10% discount) Hosted access includes: - Remote secure backup every 24 hours of all data. - Remote management of system with user code and password from any p.c. with internet access. - Ability to remotely lock/unlock doors from any p.c. with internet access. - No need for software upgrades in the future. This proposal includes (2) remote username/password logins for the KeyScan Hosted Access software. If additional simultaneous logins are required, they can be provided at an additional cost. Please reach out to your sales consultant to request this if it is the case. This proposal is to utilize the existing wiring, electric door strikes, readers and power supplies. Additional Option: Wayne Alarm Service Program: Covers all parts and all labor for duration. Includes "Hot Swaps" when necessary. This does not cover any physical damage or damage resulting from acts of nature. \$139.00 Additional per month billed semi-annually in advance. Accept [ ] Decline What the customer will supply: Designated email address for billing purposes\_ Access to all areas necessary to complete this work during the schedule date/time of the work. Information for any scheduling, grouping or credentials that are different from the existing setup.

Network connection within six feet of panel (already existing).

Checking this box approves any electronic fund transfers for the applicable monthly monitoring fee and the balance of the installation when the job is completed: [ ]

The necessary 110V power for the panel(s) and lock(s)/strike(s) within 6' of the panel (already existing).



# What Wayne Alarm Systems will supply and install:



Quantity	Description of Part
2	KeyScan 8 Reader Door Control Board
1	KeyScan 4 Reader Door Control Board
2	Keyscan Host System RS232 to TCP/IP Converter
1	KeyScan HID Proximity Keyfobs - 50 pack
10	12V 7AH Battery
2	Communication Interlink Module
2	Web Network License
2	Reverse Network License
1	Miscellaneous Electrical Supplies
8.	Installation Charge (8 hours)
16	IT Services (1 hour)

\$20,812.03	Material & Labor	
\$758.74	Sales Tax	
\$21,571.37	Total	

# **Lease Payment Option**

\* A warranty period of 12 months shall apply to all parts and labor listed in this proposal.

\* All door strike(s) and/or magnetic lock(s) will be installed by others. The costs for these items, unless indicated above, are not included in this proposal.

\* A 50% deposit is required for all projects with the balance due upon completion of the installation.

\* All application fees, permit fees, engineering drawings, or any associated user fees are the sole responsibility of the client.

\* This quote is effective for 30 days.

\* Unless indicated above the installation will be done during normal business hours, with are 8 AM to 4:30 PM.

- \* Price is based on above list of materials and quantities only. Please confirm that all quantities are correct and that all necessary items have been included. If there are any discrepancies, please notify us so that we can adjust the price accordingly.
- \* It's further agreed that Wayne Alarm Systems (Company) retains ownership of all equipment and parts installed until full payment of the aforementioned is received by the company. As a result the company may remove or deprogram any or all of the equipment and parts at the company's discretion due to non payment.

\* All services provided by Wayne Alarm Systems subject to all the terms and conditions of our installation, monitoring, and maintenance contracts.

# **Terms and Conditions**

I.This document has been classified CONFIDENTIAL to give emphasis to the importance of restricting access of information herein to AUTHORIZED PERSONNEL ONLY

II.All material is guaranteed to be specified. Replacement components shall be of equal or better quality with no increase in price except where authorized by the subscriber. All work to be done in a workmanlike manner and in accordance with standard trade practices. All agreements contingent upon strikes, accidents or delays beyond the control of WAYNE ALARM SYSTEMS INC. Hereinafter called the CONTRACTOR. Subscriber to carry fire, tornado and other necessary insurance.

III.LIMIT OF LIABILITY It is understood that the CONTRACTOR is not an insurer that such insurance, if any, shall be obtained by the Subscriber. Amount payable to the Contractor hereunder are based upon the value of the subscribers property of others located in subscribers premises. The CONTRACTOR makes no guarantee or warranty, included any implied warranty of merchantability or fitness that the system or service supplied will avert or prevent occurrences or the consequences there from, which the system or services is designed to detect. The subscriber does not desire this agreement to provide for full liability of the CONTRACTOR and agrees that the CONTRACTOR shall be exempt from liability for loss or damage due directly or indirectly to occurrences or consequences there from which the equipment or services is designed or avert: that if the CONTRACTOR should be found liable for loss or damage due to a failure of equipment or service in any respect, its liability shall be limited to \$250.00 as the sole & exclusive remedy and that the provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to a person or property from performance of obligations imposed by this agreement or from negligence, active or otherwise, of the CONTRACTOR, its agents or employees. No action shall be brought against the CONTRACTOR more than one year after the accrual; of the cause of action therefore, if the subscriber desires, the CONTRACTOR will amend this Agreement to allow the subscriber to pay an additional annual amount necessary to purchase an insurance policy or such greater liability, no such amendment shall be effective unless authorized by the subscriber, the CONTRACTOR and the insurance carrier which will be insuring the additional liability, in the event any person, not a party to this agreement, shall make any claim or file any lawsuit against the CONTRACTOR for failure of its equipment or service in any respect, customer agrees to indemnify, defend and hold the CONTRACTOR harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees. If this agreement provides for a direct connection to person, persons or governmental agency which, in the judgment of the CONTRACTOR has jurisdiction of the subscriber's premises or other agency that department or agency may invoke the provisions hereof against any claims by the subscriber due to any failure of such department or agency.

IV. Subscriber may indicate acceptance of this proposal by indicating choice of systems from those offered and by affixing an authorized signature where indicated.

V.Following acceptance of this proposal, installation will be scheduled.

VI. Waiver of Subrogation: You hereby waive any rights your insurance company may have to be reimbursed by Company or Represenatives for money paid to you or on your behalf.

VII.Subscriber shall pay the CONTRACTOR the highest lawful rate of interest permissible under applicable law on all past due billings. If however claim is referred to an attorney to enforce collection, the subscriber shall be liable for legal fee of 25% in addition to outstanding balance. If a law suit is instituted in a court of applicable jurisdiction to enforce payment of said outstanding balance and reasonable attorney's fee of 25% of said outstanding balance plus interest.

The above prices, specification and conditions are satisfactory and hereby accepted. You are authorized to proceed and do all work as specified. Payments will be made in accordance with the terms herein defined.

W	ayne i	Alarm	Sys	tems	inc.
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# By: Zachary Preman

Date: 11/12/19



For Lynnfield Fire D	)epartment
Title	
Ву	Print Name
Ву	
Date	



# Wayne Alarm Systems Inc. 424 Essex Street Lynn, MA 01902

781-595-0000, 781-477-6196 fax www.waynealarm.com

# **KeyScan Hosted Access Control** contract for ("Subscriber")

Quote # Date 11/12/2019 WYNQ28668 Security Consultant Zachary Preman zpreman@waynealarm.com

**Lynnfield Fire Department** 59 Summer St & 598 Salem St Lynnfield, MA 01940 Contract start date, upon system commissioning.

1. Wayne Alarm Systems, Inc. ("Company"), hereby agrees to provide monitoring of an Alarm System ("System") for ("Subscriber"). The sole service to be provided by the Company shall be to monitor signals transmitted from the system located at the Subscriber's location identified above and upon receipt of a signal to use its best and most reasonable efforts to notify the police, fire, or other authorities including those persons designated on an alarm notification form to be furnished by the Company. It shall be the exclusive responsibility of the Subscriber to provide the Company updated and correct notification information. The Company shall make reasonable efforts, in its best judgment, not to dispatch on potential false alarms. In connection therewith, the Subscriber hereby authorizes the Company, upon receipt of an alarm signal from the premises monitored, to first make call(s) to the Subscriber or its representatives (as identified on the notification list) to have those representatives verify the legitimacy of an alarm signal. If after the call(s) the Company determines that an emergency situation exists in its sole opinion, the Company shall thereafter use its best efforts to notify the police, fire department or appropriate agency of the receipt of the signal.

2. TERM: The effective period of this Contract shall be for a term of 3 years. This Agreement shall automatically, without action by either party, renew under the same terms and conditions for successive periods equal to the initial period unless either party gives to the other party at least (30) days in written notice prior to the expiration date of their intention to terminate this Contract or any renewed expiration date thereafter. Notwithstanding anything to the contrary contained in this clause, the Company reserves the right, as more particularly noted hereafter, to terminate monitoring services for the Subscriber.

3. PAYMENT: A. A deposit of \$756.00 shall be required at the time of signing this contract.

B. Subscriber shall pay, in addition, the sum of \$756.00 payable semi-annually in advance for the monitoring of said system during the term of this contract. A late charge equal to 1 ½ % of the unpaid balance per month shall be assessed against the Subscriber if any payment is not received in advance for the monitoring of said system during the within the first thirty (30) days of the date when due. The Company reserves the right, without any prior notice, to discontinue monitoring of the alarm system if the Subscriber is over sixty (60) days in arrears for any payment that is due and payable.

C. In addition to those amounts set forth in this Paragraph, the Subscriber further agrees to pay any taxes, fines, fees or other charges/impositions related to the service provided including without limitation those imposed by any governmental or quasi-governmental agency for false alarms, permits, registrations or the like. The Subscriber further agrees to pay any increases in the telephone line charges or radio charges which might be

levied or assessed by any third party or company on account of the monitoring services furnished.

D. Excess signals will be subject to a surcharge determined at the sole discretion of the Company. The receipt of more than 5 critical signals

per year, if determined to be false, shall be excessive.

- 4. COMPANY'S RIGHT TO CANCEL: The Company reserves the right to terminate or suspend all monitoring services for any Subscriber without penalty, offset or deduction if it determines that the alarm system at any location has either been damaged or has become inoperable such that providing on-going monitoring services has become either impracticable or not possible or that the system or service is being abused by reason of false alarms (including the failure of the Subscriber to properly set an alarm system), all in the reasonable business judgment of the Company. Notice to the subscriber of the foregoing decision shall be sent by Certified Mail, Return Receipt requested, and by Regular First Class Mail, postage prepald, to the Company address listed above.
- 5. RECEIPT OF COPY: Subscriber acknowledges receipt of this Contract. An executed fax copy, wet signature or electronic signature shall be deemed to constitute an effective and enforceable Agreement between the Signatories hereto.

6. WAIVER OF SUBROGATION: The Subscriber specifically disclaims any rights its insurer may have to seek reimbursement against the Company by

- means of subrogation for monies derived from by its insurance company.

  7. LIMITATION OF COMPANY LIABILITY: The Company does not warrant, represent, or otherwise guaranty that the alarm system may not be compromised or circumvented nor does the Company represent or guaranty that the system will prevent any loss by reason of burglary, hold-up, fire or otherwise. Furthermore the Company does not represent or guaranty that the system will in all instances provide the level of protection for which it is intended as installed. In addition, the Subscriber specifically acknowledges the Company is not an insurer and that payment of those fees described above are deemed solely as compensation for the service described in this Contract. The maximum amount of liability to the Company (including consequential damages as defined hereafter) shall be \$250.00 and the same shall be conclusively deemed otherwise construed damages, not as a penalty. Consequential damages shall mean the following: damages or injury suffered by the Subscriber or any third party as a result of a failure of the alarm installed by the Company to function as intended whether by negligence of the Company or otherwise. Consequential damages shall also mean losses, including physical injury or death resulting from unlawful actions of a third party, fire, and damages to either real or personal property caused by theft, fire or other means. In any and all events, the Company shall have no liability to any third person or entity not a party to this Agreement.
- 8. COMMUNICATIONS EQUIPMENT AND SERVICES: Subscriber understands and acknowledges as follows: (1) the system may transmit data to a monitoring facility or elsewhere using one or more forms of communication equipment or services including, without limitation, a telephone network, cable system or some form of wireless communications (e.g. cellular or another form of radio transmission); (2) some or all of these communications equipment or services may access or incorporate the Internet, a Local Area Network or some other form of computer network to transmit or retrieve data; (3) for data transmitted by a telephone network, there are various types of telephone line service included, without limitation, (a company-owned or operated network facility,) direct wire, derived channel, multiplex, DSL, T1, ISDN and various other forms of service; (4) for data transmitted by a wireless communications service or equipment, such services and equipment are probabilistic by their nature and can be affected or delayed by interference,

(é.g. ground interference), atmospheric conditions, static, transmissions system operation, etc.; and (5) for data transmitted or receive via the Internet or any form of computer network, the System's ability to transmit or receive data shall be dependant upon the Internet or computer network. Accordingly, Subscriber understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the Systems, regardless of the communications equipment or service used, may be interrupted, circumvented or otherwise compromised. It is the Subscribers responsibility to test their system and have it inspected and serviced to insure proper operation. In connection with the foregoing, the Company shall have no liability to the Subscriber: a) for malfunctioning or inadequate equipment owned/or leased by the Subscriber or for damage caused to the same under this monitoring Contract. b) for delays in response time by fire, police or other emergency service authorities contacted in response to receipt of an emergency telephone call; c) for failure to provide the monitoring service described above based on interruption of telephone service (i) from the Subscriber's Property to the Company's monitoring station (ii) from the monitoring station to the Subscriber's property address or to any third party. 9. INDEMNIFICATION AND RELEASE: The Company shall not be deemed in privity of contract with anyone other than the Subscriber. The Subscriber shall hold the Company harmless and shall indemnify it against any and all claims brought by any third party including without limitation any insurance company of the Subscriber. Such indemnification shall include, including, without limitation, reimbursement of all costs, expenses and reasonable attorney's fees. The Subscriber hereby releases the Company for all loss, damage and expense (i) covered by any insurance policy (ii) insurance policy deductibles, co-pay percentage or retained limits (iii) any excess amount(s) paid by insurance. As an inducement to the Company to enter into this Agreement, the Subscriber warrants and otherwise covenants that its insurer shall have no rights of subrogation against the Company. 10. NO REPRESENTATIONS AND TIME WITHIN WHICH TO FILE CLAIM: The Subscriber acknowledges that the Company has not made any representation or warranty to it that the alarm system at the Subscribers premises shall prevent, deter or otherwise avert the occurrence of any event which the system or equipment was designed to detect or monitor. The Subscriber acknowledges that the Company has made no warranties to it, either express or implied at law, with respect to the quality of monitoring services it shall furnish other than it will use its best efforts to monitor the applicable alarm system. As a consequence of the same, the Company shall not be liable to the Subscriber by reason of negligence or failure to monitor the alarm system at the Subscriber's address or for any loss which the Subscriber may sustain either to person or property by reason of such negligence, it being expressly recognized by both parties to this Agreement the Company is not an insurer but rather is solely a provider of monitoring services. Any claim shall be filed within one (1) year from the time the Cause of Action shall have accrued. 11. AMENDMENTS: This Contract may only be amended by writing, and signed by all parties. 12. VALIDITY: If any provision of this Contract shall be declared to be void or unenforceable either by law or by a court of competent jurisdiction, the validity or enforceability of remaining provisions shall not be affected.

13. FORUM SELECTION AND LEGAL FEES: Any action to enforce this Agreement shall be brought either in Essex County Massachusetts Superior Court or the Lynn Massachusetts District Court. Should litigation be commenced by the Company to enforce the terms of this Contract including but not limited to collection of monies, the Company shall be entitled to receive, in addition to damages, costs of as determined by a court of appropriate jurisdiction and an award of attorney's fees in an amount to be determined by the Court after hearing. 14. ASSIGNMENT: This Agreement may not be assigned by the Subscriber to any third party without prior express written approval of the Company. However, the Company reserves the right to assign its rights under this Contract to any third party or to subcontract monitoring services provided for herein. 15. BREACH OF AGREEMENT AND DAMAGES: Upon Subscriber's fallure to pay any sums due the Company under this Agreement, or upon premature cancellation of service of by Subscriber (both of which shall be deemed "Default"), the Company reserves the right to terminate its obligations under this Agreement and to remove any equipment it owns (including but not limited to wiring and apparatus) from Subscriber's premises upon fourteen (14) day notice to Subscriber. The Company will have no obligation to repair or redecorate any portion of Subscriber's premises due to the removal of its system. At the time a Default shall occur, all charges incurred under the terms of this Agreement up to the cancellation date, shall immediately become due and payable. In addition, the parties agree that it would be very difficult, if not impossible, to ascertain actual damages for any breach of Agreement by Subscriber. Therefore, the parties agree that Subscriber shall immediately pay to the Company, upon any breach, or upon premature cancellation of service by Subscriber, as liquidated damages, the sum of seventy-five percent (75%) of any charges remaining to be paid under the remaining terms of the 16. INCREASE IN FEES: Notwithstanding anything to the contrary set forth in this Agreement, the Company shall have the right to increase periodic charges at any time after the terms of the original contract are satisfied by giving the Subscriber (30) days written notice. If the Subscriber is unwilling to pay any revised charge, it shall notify the Company in writing within (20) days prior to the effective date of such increase of its intent not to pay such increases. Upon receipt of such notice, the Company (i) reserves the right to terminate this Agreement on the effective date of such change (ii) to contact the Subscriber in an attempt to reach a mutually acceptable agreement concerning an increase to the periodic charges or (iii) to rescind the rate increase, in which event the Company elect to resume billings at the previous rate thereby binding the Subscriber to the full term of this Agreement. Failure to notify the Company of its intent not to pay the increase within the time frame set forth above will be deemed and will constitute consent by the Subscriber to the increase fees. 17. NOTICES: Any written notice provided for herein shall be deemed effective on the date it is transmitted by Certified Mail, Return Receipt Requested, by overnight delivery using a recognized national delivery service such as FedEx, UPS or the U.S. Postal Service, by delivery in Hand or Facsimile Transmission. All notices shall be sent to the addresses listed above. 18. ENTIRE CONTRACT: The parties acknowledge that all prior written and oral Contract/Agreements between them and all prior representations made by either party to the other have been incorporated in this instrument or otherwise have been satisfied prior to the execution hereof. 19. SEAL AND APPLICABLE LAW: This Contract is made under seal, and shall be constructed in accordance with the Laws of The Commonwealth of Massachusetts. For Wayne Alarm Systems Inc. For Lynnfield Fire Department **Zachary Preman** Print Name Date 11/12/19 The above hereby unconditionally guarantees all obligations Date



# **Town of Lynnfield**FY21 Capital Funding Request Form

Date: 11/27/2019

Department: Police Department

Submitting Official: Chief David Breen

Capital Item/Project Requested: Telephone System

Ranking Among Department Requests: #3
Projected Useful Life: Click here to enter text.

Capital Item/Project Cost: 22,000.00 (50/50 split with the Fire Department 11,000.00)

Capital Item/Project Description (describe in detail what you want to purchase, why and what alternatives were explored):

Purpose and/or Benefit (Does expenditure address a mandatory or discretionary requirement? If discretionary, does the acquisition relate to an existing or new service? Please provide quantitative measures of the expected benefit when possible.)

System is 20 plus years old / Indiviual depts. Would be apx 8,900.00

Is there an operating cost impact? If so, please explain: Click here to enter text.

Please attach any relevant supporting documentation to this request. This may include: breakdown of costs, possible alternatives and proposals already received.



# communications evolved

**SCI Networks** 7 Raymond Avenue Salem, NH 03079 (877) 603-4111

Proposal #: 153715 Date: 12/12/2018 Quote Valid Until: 1/11/2019 Order Type: New Proposal

Sales Representative: Mario Costa Sales Rep. Email: mcosta@statewide.com Payment Method: ACH

Summary: Cloud VOIP System

Billing Address

Customer Name: Lynnfield Police

Department N/À

Customer Since: **TBD** Contract Start: **Contract Maturity: TBD** 

Term of Commitment: 60 months from date of Service activation per the Terms of Service

#### **Customer Information**

Company:

Lynnfield Police Department

Contact:

Nick Sacatore

Street 1: Street 2: 55 SUMMER ST

City, State, ZIP code:

LYNNFIELD, MA 01940

Phone:

781-334-3131

Fax:

Mobile:

781-463-1219

Email:

nsecatore@town.lynnfield.ma.us

#### Shipping Address

Lynnfield Police Department

Nick Sacatore 55 SUMMER ST

LYNNFIELD, MA 01940

781-334-3131

781-463-1219

nsecatore@town.lynnfield.ma.us

### **Monthly Recurring Charges (MRC)**

em ID 00-06-E911 00-05-DID 00-01-EXTN1	E911 Service Charge Monthly E911 Service Fee per DID, TN or unique physical address per Service Provider Terms of Service.  Domestic Telephone Number (DID) One (1) DID or Telephone Number (TN) in one rate center  Business Extension Plan 1	\$9.00 \$1.75 \$8.95	\$9.00 \$52.50
	One (1) DID or Telephone Number (1N) in one rate center	•	,-
00-01-EXTN1	Business Extension Plan 1	\$8.95	
	One (1) extension associated with one device or softphone. All standard Hosted PBX features included.		\$214.80
00-04-PPM5000	5,000 Pre-Paid Domestic (US/Canada) Minutes Additional Domestic (US/Canada) usage billed at 3.9 cents per minute.	\$150.00	\$150.00
ionthly Regulatory ompliance Fee	Monthly Regulatory Federal, State, Local Compliance Monthly Regulatory Federal, State, Local Compliance	•	\$14.95
loud VOIP Traffic uality of Service ontroller	Cloud VOIP Traffic Quality of Service Controller SCI Voice Firewall includes 24/7 monitoring of voice services while ensuring clear quality on all VOIP (Voice over IP) calls. The device also provides high-	`\	\
dministrative Recovery ee	Administrative Recovery Fee Administrative Recovery Fee comply's with legal, regulatory, federal, state, and local reporting and filing requirements.		\$15.00 MRC Subtota
d lo	onthly Regulatory impliance Fee oud VOIP Traffic iality of Service introller ministrative Recovery	Additional Domestic (US/Canada) usage billed at 3.9 cents per minute.  Monthly Regulatory impliance Fee Monthly Regulatory Federal, State, Local Compliance Monthly Regulatory Federal, State, Local Compliance  Cloud VOIP Traffic Coulity of Service Controller  SCI Voice Firewall includes 24/7 monitoring of voice services while ensuring clear quality on all VOIP (Voice over IP) calls. The device also provides higher end security against even the newest cyber-attacks & hackers. Our Voice Firewall solution helps view, analyze, and be alerted of any pending issues.  Administrative Recovery Fee Administrative Recovery Fee Comply's with legal, regulatory, federal, state, and	Additional Domestic (US/Canada) usage billed at 3.9 cents per minute.  Additional Domestic (US/Canada) usage billed at 3.9 cents per minute.  Monthly Regulatory Impliance Fee Monthly Regulatory Federal, State, Local Compliance Monthly Regulatory Federal, State, Local Compliance  Cloud VOIP Traffic It is controller SCI Voice Firewall includes 24/7 monitoring of voice services while ensuring clear quality on all VOIP (Voice over IP) calls. The device also provides higher end security against even the newest cyber-attacks & hackers. Our Voice Firewall solution helps view, analyze, and be alerted of any pending issues.  Administrative Recovery Fee Administrative Recovery Fee Administrative Recovery Fee Comply's with legal, regulatory, federal, state, and local reporting and filing requirements.

\$486.20



# SCINETWORKS communications evolved

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QTY	Item ID	Description	Price	Price Ext.
30	200-01-LNPORT	Local Number Port (LNP) Fee per telephone number ported	\$10.00	\$300.00
1	200-01-NEWDID	New DID Setup  New Telephone number. *Required for new account setup (per number of site locations).	\$10.00	\$10.00
24	200-01-PBXSETUP	Hosted PBX Configuration Provide programming & Configuration of all telephones & phone system features & functionality (charged per phone/Extension configuration & programming).	\$39.95	\$958.80
1	Labor & Installation	Labor & Installation Labor & Installation of Telephone System Equipment. Installation Labor Total: Determined by tallying total time (hours) for installation process i.e. site survey + planning + provisioning & programming + Installation + training + first 2 weeks of MAC (Moves, Adds, Changes) work.	\$2,400.00	
1	ProSafe 48 Port Power over Ethernet (POE) Switch	ProSafe 48 Port Power over Ethernet (POE) Switch ProSafe 48 Port POE (Power over Ethernet). (POE) allows network cables to carry electrical power and supply power to VOIP Telephones.		\$1,100.00
2	Yealink T46S SIP Telephone	Yealink T46S SIP Telephone The T46S is an elegantly designed IP phone for executives and busy professionals. Its large display gives simple navigation through a wealth of productivity enhancing features. The 10 multi-function keys can be programmed to access 3 pages and can be used for accounts, BLFs, or system functions.	\$269.00	\$538.00
16	Yealink T27G Telephone	Yealink T27G Telephone The SIP-T27G is a feature-rich sip phone for business. It has been designed by pursuing ease of use in even the tiniest details. Delivering a superb sound quality as well as rich visual experience.	\$155.00	\$2,480.00
6	Yealink T21P E2 SIP Telephone	Yealink T21P E2 SIP Telephone Yealink's SIP-T21P E2 takes entry-level IP phones to a new level. As a very cost- effective and powerful IP solution, the T21P E2 maximizes productivity in both small and large office environments.	\$75.00	\$450.00
4	Yealink EXP40 Expansion Module	Yealink EXP40 Expansion Module The EXP40 is designed to match the style and feel of the T4 series phone handsets. Equipped with a large user-friendly LCD interface and 20 physical dual-color LED keys, the EXP40 offers simplified user navigation and streamlines essential operational functions.	\$119.00	\$476.00
1	Peplink Surf SOHO	Peplink Surf SOHO The Pepwave Surf SOHO is a professional-grade router designed for home office, small business, and power users. The Surf SOHO also features business-class VPN and URL blocking, making it an ideal networking solution for a wide range of mobile and office uses.	\$275.00	\$275.00
			KII	c. Solad

Page 2 of 4



# SCINETWORKS communications evolved

#### Mate

24 Yealink VOIP Telephones TOTAL 2 Dispatch Telephones 6 Basic use Telephones 16 Standard Telephones

48 Port POE switch

Due at Signing \$486.20
Monthly Recurring \$8,987.80
Total Due at Signing \$9,474.00

 Summary

 Monthly Recurring
 \$486.20

 Non-Recurring
 \$8,987.80

 Total
 \$9,474.00

The undersigned acknowledges that they have receive SCI Networks Terms a	ed, read, accepted, and agreed to the SCI Networks Terms of Service, and ALL and Conditions incorporated by this reference.
	1-D
Please charge my existing credit card on file: Yes . N	
Signature:	Title:
Print Name:	Date:

Confidential and Proprietary to SCI Networks. This proposal is provided to the Entity(s) and Individual(s) listed above only, and may not be disclosed or forwarded to any other party without the express, written consent of SCI Networks.

<sup>\*</sup> Taxes and fees are subject to change.



Statewide
Communications, Inc.
7 Raymond Avenue
Unit D7
Salem, NH 03079

Phone (800) 773 4724 Fax (603) 894 6006

Email <u>support@statewide.com</u>
Web <u>www.statewide.com</u>

Estimate #EST 28931

Work Location -

Lynnfield Police 55 Summer Street Lynnfield, MA 01940 Phone: (781) 334 3131 Fax: (781) 334 2592

Work Date:	11/6/2018	Man-Hours:	0.00
Arrival Time:	8:00 AM	Finish Time:	8:00 AM
Contact:	Nick Sacatore	Technician(s):	Mario Costa
Summary	P4: Upgrade Tele	ephone system	

ltem	Description	Price	Qty	Amount
Avaya IP500 Bundle	Avaya IP500 Bundle includes: (1) IP Office 500 V2 Control Unit (1) IP Office SD Card (1) Wall Mntg Kit (1) Power Lead/Supply (1) IP Office Essential Edition license	\$1,543.00	1.00	\$1,543,00
Avaya IP500 Expansion Module DS30B hybrid	Avaya IPO500 Expansion Module additional 30 digital station (DS) ports for Avaya digital telephones or 30 Legacy Nortel T series phones	\$3,295.00	1.00	\$3,295.00
Avaya IPO VCM64 - V2	Avaya IPO V2 VCM64 voice compression module.	\$368.00	1.00	\$368.00
Avaya IP Office IP500 Combination ATM v2 Card	Combo card with 4 analog trunks, 6 digital station ports and 2 analog ports	\$600.00	1.00	\$600.00
Avaya IP500 Analog phone station card 8 ports	Avaya iPO 500 Phone 8 Analog Stations	\$1,040.00	1.00	\$1,040.00
IPO R9 SIP TRNK ADI (10)	Avaya IPO R9 SIP Trunk 10 ADI License	\$775.00	1.00	\$775.00
Avaya 9504 Telephone	Avaya IPO 9504 digital telephone	\$274.00	6.00	\$1,644.00
Avaya 9508 Telephone	Avaya IPO 9508 Digital Telephone	\$270.00	18.00	\$4,860.00

	¥		_	
Equipment		Si	ubtotal	\$20,787.36
installation of Telco	Installation of Telco Equipment	\$4,400.00	1.00	\$4,400.00
25 Pair Female Amphenol Cable	25 Pair Cable for connection to Telephone Equipment for Voice/Trunks.	\$22.50	3.00	<b>\$67.50</b>
66 Block Mounting Bracket	Bracket for 66 Termination Block	\$5.00	3.00	\$15.00
66 Type Punch Termination Blocks	Termination Block for station and feeder cables	\$20.00	3.00	\$60.00
48 Port Cat3 Telco Patch Panel	48 Port Cat3 Telco Patch Panél. Amphenol	\$157.00	1.00	\$157.00
Wall Mount Rack 3ft	WALL MOUNT RACK-18" DEEP, 15 RMS	\$161.06	1.00	\$161.06
OHP-8000USB Flash Drive Digital On-Hold Player for	Message-ON-Hold Player Preloaded with 3 hours of music and messages. Provides callers with professional on hold recording.	\$261.80	1.00	\$261.80
ENT 1500	Battery Backup protects against spikes, surges, brown outs, blackouts. Voltage regulations for servers, network equipment and telephone systems.	\$358.00	1.00	\$358.00
Avaya 9504 / 9508 Telephone Wall Mount Kit	Avaya 9504 / 9508 Telephone Wall Mount Kit	\$26.00	6.00	\$156.00
Avaya IP500 Rack Mounting Kit	Avaya IPO 500 Rack Mounting Kit	\$63.00	2.00	\$126.00
BM12 LCD Button Mod.	Avaya IPO BM12 LCD Button Mod (9508,9608,9641G) Includes 700356447 Power Supply 1151C1 with Power Lead 405362641	\$225.00	4.00	\$900.00

\$0.00

Tax

Total \$20,787.36

#### Notes:

Provide and Install Avaya IP Office system to replace the Nortel System.

This estimate is for the Police Dept. ONLY.

Lynnfield Fire Dept will continue to use the Nortel System.

The new system is required to utilize SCI Networks SIP Trunk VOIP services. SCI will port all required telephone numbers and DID's.

SCI Networks will replace Windstream Services and provide monthly telephone bill.

Any changes to the original scope of work will be at an additional labor or materials cost.

Any work requested to be performed that is not listed or described with this estimate will be added to the customer invoice.

I hereby approve and agree to proceed with this estimate/proposal and scope of work. I agree that additional material costs, labor costs, fees, permits, rental equipment that are requested or required will be added to the final invoice. I agree to remit full payment after completion of services NET (5) five days to Statewide Communications Inc unless other payment options have been made in writing and signed by customer and SCI. We also accept: Master Card/Visa/AMEX

Customer Signature

Date

12/12/2018



Date: 11/27/2019

Department: Police Department
Submitting Official: Chief David Breen

Capital Item/Project Requested: Police cruiser Ranking Among Department Requests: #4 Projected Useful Life: Click here to enter text.

Capital Item/Project Cost: 39,897.24

Capital Item/Project Description (describe in detail what you want to purchase, why and what alternatives were explored): Chevrolet Tahoe (State Bid)

Purpose and/or Benefit (Does expenditure address a mandatory or discretionary requirement? If discretionary, does the acquisition relate to an existing or new service? Please provide quantitative measures of the expected benefit when possible.) Fleet Rotation due to mileage, wear and tear...

Is there an operating cost impact? If so, please explain: Click here to enter text.



November 25, 2019

Lynnfield Police Department 55 Summer Street Lynnfield, MA 01940 Attn.: Karl Johnson, Captain

Dear Captain Johnson,

Per your request, I am writing to offer a proposal to supply your department with a new Chevrolet per our contract #18-19-20, with the Plymouth County Commissioners. All vehicles offered under this contract come with a 5 year/100,000 mile powertrain warranty.

Item #4

2020 Chevrolet Tahoe PPV, Four Door 4WD Utility Vehicle

5.3 Liter V8 with Active Fuel Management System 355 HP

Six Speed Automatic Overdrive Transmission Heavy Duty Engine and Transmission Oil Coolers

Heavy Duty 170 Amp Alternator

Rear Liftgate with rear Washer/Wiper

StabiliTrak, Stability Enhancement System (Proactive Roll Avoidance)

(5) P265/70R17 All Season Blackwall Radials

(5) 17"x 8" Steels Wheels

4 Wheel Disc Brakes with 4 Wheel ABS

Factory Running Boards

Deep Tinted Glass

Heated Electric Remote OSRV Mirrors

Automatic Headlamps with Daytime Running Lights Feature

Front Custom Cloth 40/20/40 Spilt Bench, 6 Way Power Driver's Seat

Second Row 60/40 Split Bench Seat, Vinyl Trim

Black Rubberized Vinyl Floor Covering

Tilt Steering Wheel and Cruise Control

Power Windows and Door Locks with Keyless Remote Entry

Full Factory Gauge Package with Tire Pressure Monitor

Front and Rear Air Conditioning and Heat

Electric Rear Window Defogger

AM/FM Stereo with Digital Clock

\$38,256.00

Tahoe Factory Options:

PCW Enhanced Driver Alert Package

\$ 695.00

Includes, Forward Collision Alert, IntelliBeam

Headlights, Power Adjustable Pedals,

Automatic Emergency Braking, Lane Keep

Assist with Lane Departure Warning and

Safety Alert Driver's Seat



Date: 11/27/2019

**Department: Police Department** 

Submitting Official: Chief David Breen

Capital Item/Project Requested: Police Station Computer

Ranking Among Department Requests: #5
Projected Useful Life: Click here to enter text.

Capital Item/Project Cost: 7,500.00

Capital Item/Project Description (describe in detail what you want to purchase, why and what alternatives were explored):

Purpose and/or Benefit (Does expenditure address a mandatory or discretionary requirement? If discretionary, does the acquisition relate to an existing or new service? Please provide quantitative measures of the expected benefit when possible.) Replacement of 4 Computers

New computers will have Windows 10 upgrade

Is there an operating cost impact? If so, please explain: Click here to enter text.

TATION COMPUTATES

### DELLEMO

### A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No. 3000041575724.1 Sales Rep Sterling Miles Total \$3,384,28 Phone (800) 456-3355, 7254107 Customer# 3953969 Email Sterling Miles@Dell.com Quoted On Jul. 01, 2019 Billing To LYNNFIELD POLICE Expires by Jul. 31, 2019 LYNNFIELD POLICE DEPT 55 SUMMER ST LYNNFIELD, MA 01940-1861

#### Message from your Sales Rep

Please ask me to make the proper changes for you if you need changes made. Thank you!

To order this quote please follow the instructions below.

- 1) Go to www.dell.com/qto
- 2) Click "Proceed to Checkout" in order to checkout as a GUEST. Do not worry about registering
- 3) Enter your quote number & customer number. (Do 1 quote at a time if you have multiple quotes).
- 4) Review your Order and click on a green "Checkout" button
- 5) Enter your email address for receipt delivery, verify your ship-to address, then choose applicable options for Tax Exemption, Terms of Sale, and Exporting
- 6) On the payment screen choose either "Pay with credit/debit card online" or "Pay with credit terms Purchase Order" in order to use Net 30 payment terms and have us bill you, then enter your purchase order number (If you don't have a PO number, enter the date). Please note, if you choose to pay with credit terms, we do need to get or already have your financial information to approve for Net 30 terms.
- 7) Verify and submit your order at the bottom of the screen.

Regards, Sterling Miles

#### **Shipping Group**

Shipping To NICK SECATORE **Shipping Method** 

Standard Delivery

LYNNFIELD POLICE DEPARTNMENT 55 SUMMER ST LYNNFIELD, MA 01940-1861

(781) 334-3131

#### **Shipping Group Details**

#### **Shipping To**

ų,

#### **Shipping Method**

NICK SECATORE Standard Delivery LYNNFIELD POLICE DEPARTNMENT 55 SUMMER ST LYNNFIELD, MA 01940-1861 (781) 334-3131

OptiPlex 7060 SFF Estimated delivery if purchased today: Aug. 19, 2019 Contract # 78AFH		\$1,504.19	Qty 2	4	ototal 08.38
Customer Agreement #1TC47  Description	OKU	Unit Price	Ohr	et	ototal
	SKU	Onit Price	Qty	Suk	Motai
OptiPlex 7060 Small Form Factor XCTO	210-AOKU	~	2		•
Intel Core i7-8700 (6 Cores/12MB/12T/up to 4.6GHz/65W); supports Windows 10/Linux	338-BNZW	•	2		-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	2		•
No Productivity Software	630-AAPK		2		-
32GB 4X8GB DDR4 2666MHz UDIM Non-ECC	370-AEBT	-	2		-
ODD Bezel, Small Form Factor	325-BCXP	-	2		~
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	2		-
No Additional Hard Drive	401-AANH	-	2		•
AMD Radeon R5 430, 2GB, HH (DP/DP)	490-BEFW	-	2		-
No Media Card Reader	379-BBHM	-	2		-
SSD as first boot drive	340-ABIG	-	2		-
M.2 512GB SATA Class 20 Solid State Drive	400-AWFV	-	2		-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	2		-
No Wireless LAN Card	555-BBFO	•	2		-
No Wireless LAN Card	555-BBFO	-	2		-
No PCIe add-in card	492-BBFF	-	2		-
OptiPlex 7060 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)	329-BDSO	-	2		-
Black Dell KB216 Wired Multi-Media Keyboard English	580-ADJC	-	2		-
Black Dell MS116 Wired Mouse	275-BBBW	-	2		-
No Cove	320-BCGK	-	2		-
NO ADAPTER	470-AAJL	-	2		•
Not selected in this configuration	817-BBBC	-	2		-
No Integrated Stand option	575-BBBI	-	2		-
SupportAssist	525-BBCL	=	2		-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2		-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2		•

Advanced Exchange Service, 3 Years	814-9382	•	2	•
Dell Limited Hardware Warranty	814-9381	-	2	-
Dell 19S Monitor - P1917S	210-AIIJ	-	2	-
Description	SKU	Unit Price	Qty	Subtotal
Dell 19 Monitor - P1917S Estimated delivery if purchased today: Jul. 12, 2019 Contract # 78AFH Customer Agreement # ITC47		\$187.95		\$375.90
//support.dell.com/ProSupport or call 1-866-516-3115	989-3449	\$187.95	Qty 2	Subtotal
Thank you choosing Dell ProSupport. For tech support, visit		•	2	-
ProSupport: Next Business Day Onsite 3 Years	812-3998	_	2	_
ProSupport: 7x24 Technical Support, 3 Years	812-3894	-	2	•
Dell Limited Hardware Warranty Plus Service	812-3886	-	2	-
No Additional Video Ports  Desktop BTO Standard shipment	800-BBIO	<u>.</u>	2	-
Shipping Label for DAO	389-BBUU 492-BCKH	- -	2	-
Ship Material for OptiPlex Small Form Factor	340-CDWZ	-		-
US Order  Ship Material for OptiBlay Small Form Factor	332-1286	-	2	~
Intel vPro Technology Enabled	631-ABQQ	-	2	-
No Intel Responsive	551-BBBJ	-	2	-
No CompuTrace	461-AABF	-	2	-
No UPC Label	389-BCGW	-	2	-
Safety/Environment and Regulatory Guide (English/French Multi- language)	340-AGIK	-	2	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	2	-
8th Gen Intel Core i7 vPro processor label	389-CGJM	-	2	-
EPA Regulatory Label	389-CXGG		2	-
TPM Enabled	329-BBJL	-	2	-
CMS Essentials DVD no Media	658-BBTV	-	2	-
No Anti-Virus Software	650-AAAM	-	2	-
Documentation, English, French, Spanish, Dell OptiPlex 7060 Small Form Factor	340-CDYX	-	2	-
No Hard Drive Bracket for Small Form Factor, Dell OptiPlex	575-BBKX	-	2	•
No FGA	817-BBBB	•	2	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	2	-
NO RAID	817-BBBN	40	2	-
Energy Star	387-BBLW	-	2	-
Windows 10 Pro OS Recovery 64bit - USB	620-ABEZ		2	
SW for 7060 with Win10 OS	658-BDVV		2	-
Dell Developed Recovery Environment	658-BCUV	-	2	-
Waves Maxx Audio	658-BBRB		2	-

Subtotal: Shipping: \$3,384.28 \$0.00

Estimated Tax: \$0.00

Total: \$3,384.28

#### **Important Notes**

#### **Terms of Sale**

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale, which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy and Warranty (for Consumer warranties; for Commercial warranties).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S.

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at https://mozy.com/about/legal/terms.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at https://boomi.com/msa.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at https://www.secureworks.com/eula/eula-us.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

#### Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P.

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax\_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



Date: 11/27/2019

Department: Police Department

Submitting Official: Chief David Breen

Capital Item/Project Requested: 2 Replacement Mobile Computers

Ranking Among Department Requests: #6
Projected Useful Life: Click here to enter text.

Capital Item/Project Cost: 6,000.00

Capital Item/Project Description (describe in detail what you want to purchase, why and what alternatives were explored):

Purpose and/or Benefit (Does expenditure address a mandatory or discretionary requirement? If discretionary, does the acquisition relate to an existing or new service? Please provide quantitative measures of the expected benefit when possible.)

Computers are currently 5 years old

Is there an operating cost impact? If so, please explain: Click here to enter text.

### **Haywood Associates Incorporated**

dba TransCOR Info Technologies 124 Jewett Street Georgetown, MA 01833

Voice: (978) 352-3100 Fax: (978) 352-9199 FEIN: 04-3223372



Quote Date: Oct 28, 2019

Page: 1

Quoted To:

Lynnfield Police Department 55 Summer Street Lynnfield, MA 01940

Custome ID	Good Thru	Payment Terms	Sales Rep
LYN05	11/27/19	Net 25 Days	RRH .

Quantity	lan .	Description	Util Price	Amount
1.00	COMMENT A	ATTN: Nick Secatore E-M: nlsecatore@town.lynnfield.ma.us		
		TEL: 781-334-3131		
1.00	COMMENT M4 ITC47	REF: Massachusetts State Contract ITC47 Category 8 Rugged Mobile Devices Terms &		
		Conditions		
1.00	COMMENT	Quote for FZ-55 Computer with Win 10 with		,
i		4G LTE.		
1.00	FZ-55C0608VM	Win10 Pro, Intel Core i5-8365U 1.6GHz, vPro, 14.0" FHD 1000 nit Gloved Multi Touch,	2,397.36	2,397.36
		512GB SSD, 8GB, Intel Wi-Fi, BT, TPM 2.0, 4G LTE B14, DPT, Infrared WC, EKB		
1.00	GJ-7160-0578-00	Gamber Johnson Panasonic Toughbook	385.88	385.88
		CF-54 Cradle (No Electronics)		
	GJ-7160-0794	VESA to Gamber-Johnson Adapter Plate	25.38	25.38
1.00	MISCELLANEOUS	FZ-VZSU1HU:Standard Battery for FZ-55 Mk1 Can be used as a replacement for the main	. 127.75	127.75
		battery or as an optional second battery in the		
		Front Expansion Area.		
1.00	S & H	Shipping & Handling	29.75	29.75
		×	Subtotal	2,966.12
		,	Sales Tax	
			Freight	
Authorized Signa	ature	<del></del> -	TOTAL	2,966.12



Date: 11/27/2019

Department: Police Department

Submitting Official: Chief David Breen

Capital Item/Project Requested: 1 Cruiser Rader Unit

Ranking Among Department Requests: #7
Projected Useful Life: Click here to enter text.

Capital Item/Project Cost: 2,500.00

Capital Item/Project Description (describe in detail what you want to purchase, why and what alternatives were explored):

Purpose and/or Benefit (Does expenditure address a mandatory or discretionary requirement? If discretionary, does the acquisition relate to an existing or new service? Please provide quantitative measures of the expected benefit when possible.) To replace unit 10+ years old

Is there an operating cost impact? If so, please explain: Click here to enter text.

PADAL Quotation

9652 Loiret Blvd, Leneus, KS 66219 913-492-1400 Fax 913-492-1703 sales@dustomsignals.com www.icestomsignals.com

Date

04/05/2019

To...

1

SGT NICK SECATORE LYNNFIELD POLICE DEPT

55 SUMMER ST

LYNNFIELD MA 01940-1855

Quote #

271970766829NG

Terms

Per Approved Terms

This Quote Expires on

Phone Fax

07/04/2019 781-334-3131 781-334-6334

**Oty** Product Description 1

Directional Golden Eagle II, dual antenna, Ka-Band DCM, 2-Year Warranty SHIPPING & HANDLING COSTS (ESTIMATED)

**UnitPrice SubTotal** \$2,525.00

\$38.00

\$2,525.00 \$38.00

Page 1 of

SUV - 9' & 24' cables

KA Windshield Antenna Mounts

WIRED Remote

Total

\$2,563.00

ested in a lease-to-own option? Contact Kustom Signals today at 800-458-7866 or tcampos@kustomsignals.com for a detailed quote and to

- Significantly faster, less complicated and less expensive than other forms of public debt
- 100% financing and immediate ownership of equipment
- Municipal leasing is cash flow friendly

Jones (

If applicable sales tax not included, sales and/or freight could be subject to current rates based on your State, County, or City requirements. Seller may

Tony Campos 9652 Loiret Blvd Lenexa, KS 66219

#### TERMS AND CONDITIONS

- 1. APPLICABILITY. Unless otherwise specified in a written bid; quote or contract, the following terms and conditions shall apply.
- 2. PRICES AND TAXES. Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.
- 3. PAYMENT.Unless otherwise provided on the face of the invoice, payment is due 30 days after invoice date in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

#### 4 DELIVERY AND PERFORMANCE De livery

1 W.

dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller

5. LOSS IN TRANSIT. Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods

#### 6. TERMINATION, RESTOCKING CHARGES

Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25%

restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

- 7. WARRANTY. Seller's warranty is provided separately.
- 8. LIMITATION OF LIABILITYSELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UN DER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

- 9. INDEMNIFICATION.Seller and Buyer shall each indemnify the other against any and all liability, damages, costs and expenses, including without limitation reasonable attorney's fees, made against or sustained by such Party arising from the other Party's gross negligence, willful misconduct or failure to comply with applicable laws in connection with the performance of this Agreement; provided, that, in no events hall either Party be responsible to the other for any compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or for any expenditures investments, lease commitments, property improvements or other commitments made by a Party in connection with this Agreement.
- 10. EXPORT RULES. Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security undrits Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or reexport of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.
- 1 1. MISCELLANEOUS. These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any

suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc. Attn: Sales Dept. 9652 Loiret Boulevard Lenexa, KS 66219



### IRS issues standard mileage rates for 2020

IR-2019-215, December 31, 2019

WASHINGTON — The Internal Revenue Service today issued the 2020 optional standard mileage rates (PDF) used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on January 1, 2020, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 57.5 cents per mile driven for business use, down one half of a cent from the rate for 2019,
- 17 cents per mile driven for medical or moving purposes, down three cents from the rate for 2019, and
- 14 cents per mile driven in service of charitable organizations.

The business mileage rate decreased one half of a cent for business travel driven and three cents for medical and certain moving expense from the rates for 2019. The charitable rate is set by statute and remains unchanged.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, except members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details, see Rev. Proc. 2019-46 (PDF).

The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than five vehicles used simultaneously. These and other limitations are described in section 4.05 of Rev. Proc. 2019-46 (PDF).

Notice 2020-05 (PDF), posted today on IRS.gov, contains the standard mileage rates, the amount a taxpayer must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that a taxpayer may use in computing the allowance under a fixed and variable rate plan. In addition, for employer-provided vehicles, the Notice provides the maximum fair market value of automobiles first made available to employees for personal use in calendar year 2020 for which employers may use the fleet-average valuation rule in § 1.61-21(d)(5)(v) or the vehicle cents-per-mile valuation rule in § 1.61-21(e).