

RECEIVED
TOWN CLERK
TOWN OF AYER

Town of Ayer
Board of Selectmen
Ayer Town Hall – 1st Floor Meeting Room
Ayer, MA 01432



2015 OCT -2 AM 11:44

Tuesday October 6, 2015
Open Session Meeting Agenda

7:00 PM

Call to Order

Review and Approve Agenda; Announcements

7:05 PM*

Public Input

Ms. Alicia Hersey, Program Manager, Office of Community Development

1. Advocates, Inc. Contract Signing and Update
2. Compliance Certificate Local Initiative Program (LIP Program), 308 Autumn Ridge Drive
3. Lien Subordination, 3 Groton Harvard Road

7:15 PM

Class II Motor Vehicle License Application

1. Power of Honesty, Inc. 179 West Main Street

7:30 PM

Mr. John Hillier, Central Ave. Compassionate Care

1. Facility Update

7:45 PM

Seven Point of Massachusetts, Inc.

1. Proposal Update

8:00 PM

Review and Approval of Special Fall Town Meeting Warrant

1. Call to Order of the Ayer Finance Committee
2. Joint Review of the Fall Special Town Meeting Warrant
3. Adjournment of the Ayer Finance Committee
4. BOS Approval of the Special Fall Town Meeting Warrant

8:30 PM

Superintendent Mark Wetzel, Department of Public Works

1. Execute Layout of Calvin Street Extension, Blueberry Circle, Hibiscus Lane, Mulberry Circle, Magnolia Drive and Samantha Lane
2. Transfer Station Paving Contract Execution
3. Transfer Station Concrete Pad Construction Contract Execution
4. Washington Street Water Main Replacement Contract Execution
5. Upper Blackstone Water Pollution Abatement District, Sludge Hauling Contract Extension
6. Family Dollar Water/Sewer Tie-In Discussion (Selectman Luca)

8:50 PM

Town Administrator's Report

1. Administrative Update
2. Appointments
3. Proposed Sexual Harassment Policy
4. Proposed CORI Policy

9:05 PM

New Business/Selectmen's Questions

9:10 PM

Approval of the Minutes

September 15, 2015

9:15 PM

Adjournment

*Note:

Agenda Times are for planning purposes only and do not necessarily constitute exact times

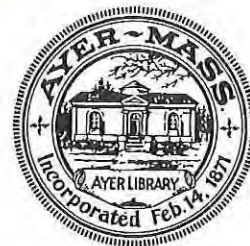
RECEIVED
OCT 01 2015

TOWN OF AYER
SELECTMEN'S OFFICE

Town of Ayer

Office of Community & Economic Development

Town Hall ♦ One Main Street ♦ Ayer, MA 01432 ♦ 978-772-8221 ♦ 978-772-8208 (fax)



MEMORANDUM

TO: Board of Selectmen

FROM: David Maher, Director of Economic and Community Development
Alicia Hersey, Program Manager

DATE: October 6, 2015

RE: 2015 BHTCC Contract with Advocates

The Town has again been awarded funds from the Department of Health and Human Services in support of the SAMHSA Behavioral Health Treatment Court Collaborative (BHTCC) Grant. This is the second year of a four year Grant.

The BHTCC Grant contract is for a sum of \$341,312 and runs from September 30, 2015 until September 29, 2016.

At this time we are requesting that the Board of Selectmen approve and the Chairman sign the contract with Advocates to continue the work that they have been doing with the Drug Court.

Motion to approve and sign the BHTCC Grant contract between the Town of Ayer and Advocates Inc. in the amount of \$341,312.

AGREEMENT **COPY**

This agreement between the Town of Ayer (the "Town"), a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at One Main Street, Ayer, Massachusetts, and Advocates, Inc., ("the Advocates"), having its usual place of business at 1881 Worcester Road, Framingham, MA 01701 has been entered into the 30th day of September, 2015 (the "Effective Date").

Whereas the Town has been awarded a grant from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration as set forth in the Award Letter dated July 2, 2015, incorporated herein as Attachment A, the parties to this agreement agree to the following:

1. **Work Statement.** The Town agrees to engage Advocates to perform and provide to the satisfaction of the Town all duties and services set forth below and contained within the application for Federal Assistance submitted to the Department of Health and Human Services (Grant No. 5H79SM061687-02) incorporated herein as Attachment B, together with all duties and responsibilities of the Project Director and Case Managers as set forth in said position descriptions incorporated herein as Attachment C, in respect of the operation of the Behavioral Health Treatment Court Collaborative (BHTCC).

Advocates will assist the Court in delivery and evaluation of the BHTCC as described below and in all Attachments hereto. The goal of this Program is to reduce recidivism among offenders in towns served by the Ayer and Worcester District Courts by integrating court supervision with thoroughgoing assessment, service planning, case management, and treatment and collateral services. The program is designed to help participants reduce their use of alcohol and other drugs; offer assessment to all eligible individuals who screen in for behavioral health and substance abuse recovery needs, provide case management and appropriate treatment services/ referrals to individuals screened in and as a result reduce criminal behavior, and make progress in educational/vocational training or job placement.

Under the direction of the First Justice of Ayer District Court, Advocates will provide the following services for the Court and the participants of the BHTCC :

- Expand and enhance current culturally competent, trauma informed and evidence based co-occurring disorder screening and treatment for the target population in the jurisdiction of the Ayer and Worcester District Courts,
- Development and implementation of the Client Risk and Need Dashboard to combine screening and assessment findings to inform case planning and case coordination.

- Provide case management and appropriate treatment services/ referrals to individuals screened in, to include assessment findings as collected in the Client Risk and Need Dashboard summary.
- Provide Peer Support Engagement for service.
- Complete a needs assessment for the Worcester District court and implement a behavioral health treatment court collaborative; Expansion of services to Worcester in the beginning of year two of the grant
- Evaluate client outcomes and the developmental process of expanding services to Worcester courts; Identify trends and create corrective action plan as need indicates
- Develop a sustainability model.
- Assist the Court in development of a Community Resource Guidebook.
- The evaluation methods and requirements described in the Application shall be provided by Advocates.

COPY

2. **Term of Contract:** The term of this contract shall begin on the Effective Date and continue through September 29, 2016, unless extended in writing by the U.S. Dept. of Justice and the parties hereto. This contract may be discontinued by either party with written notification of 30 days. The Town may also terminate this contract without cause and without penalty upon written notice to the Contractor as per Section 4, Contract Termination or Suspension, within the Commonwealth's Terms and Conditions Form, incorporated herein as Attachment D.

3. **Time and Place of Performance:** All services outlined within this Agreement and its attachments shall be delivered at the Advocates office in Ayer, the Ayer District Courthouse in Ayer, and the Worcester District Court House.

4. **Compensation:** Subject to the Grant award the Town shall pay the contractor, and the Contractor shall accept from the Town, in full payment for duties and services rendered by the Contractor, compensation as outlined in the budget found under Federal in the Budget Summary in Attachment A. The total dollar amount of this Agreement shall not exceed \$341,312 during the term of this agreement. The sole funding source for this Agreement is the grant awarded to the Town by the federal Department of Health and Human Services (Grant No. 5H79SM061687-02). In the event that grant is terminated or otherwise suspended, the Town shall provide written notice to the Contractor of said event and both parties shall be immediately released from their obligations under this Agreement. Any funds from said grant which are not obligated at the end of the grant period may revert to the federal Office of Justice Programs.

5. **Manner of Payment:** Payment under this agreement shall be made by the Town to the Contractor upon submission of detailed and itemized invoices, in a form acceptable to the Town, for the services rendered by the Contractor. Invoices shall be billed on a monthly basis and must be reviewed and approved by the Project Director. Approved invoices shall generally be paid by the Town within 30 days of receipt.

6. **Written Reports:** The Contractor agrees to all Special Conditions contained within the Grant Award and shall provide the Town with data, information or reports required therein. The Contractor shall submit written annual reports to the Town on the status of the services within ten days of the year end dates throughout the duration of this Agreement: September 30, December 31, March 31 and June 30.

7. **Confidentiality:** Client confidentiality shall be strictly maintained in compliance with applicable law and client records will only be released when accompanied by a valid release form or as otherwise permitted by law.

8. **Liability of the Town:** The Town's liability hereunder shall be to make all payments when they shall become due, and the Town shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Agreement.

9. **Independent Contractor:** The Contractor acknowledges and agrees that it is acting as an independent Contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the Town for any purpose.

10. **Indemnification:** The Contractor shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the Contractor's breach of this Agreement or the negligence or misconduct of the Contractor, or the Contractor's agents or employees.

11. **Insurance:** The Contractor shall obtain and maintain during the term of this Agreement the following insurance coverage(s) by companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

A. **General Liability** of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$2,000,000 Annual Aggregate Limit.

B. **Automobile Liability** of at least \$500,000 Bodily Injury and Property Damage per accident.

C. **Workers' Compensation Insurance** as required by law.

- D. **Professional Liability** of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
- E. **Umbrella Liability** of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

All policies shall identify the Town as an additional insured (except Workers' Compensation) and shall provide that the Town shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing the above coverage shall be provided to the Town upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

12. Assignment: The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the Town.

13. Successor and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.

14. Compliance with Laws: The Contractor shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

15. Notice: Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

16. Severability: If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

17. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Contractor submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

18. Entire Agreement: This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

19. Religious Activities: The Contractor certifies that funding received under this Agreement shall not be used to support any inherently religious activities such as worship, religious instruction, or proselytization. Any subcontracts or agents of the Contractor shall also certify to this paragraph.

Attachments

- A. Award Letter from US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, dated July 2, 2015;
- B. Application for Federal Assistance through Department of Health and Human Services (Grant No. 5H79SM061687-02);
- C. Position Descriptions: Project Director, Case Manager, Peer Case Manager.
- D. Commonwealth Terms and Conditions Form

IN WITNESS WHEREOF, the parties hereto set their hands and seals on the day and year first above written.

TOWN OF AYER

Board of Selectmen

Jannice L. Livingston, Chairman

Gary J. Luca, Vice Chairman

Christopher R. Hillman, Clerk

CONTRACTOR

Advocates, Inc.

By: 

Printed Name: Diane Gould

Title: President and CEO

Certified As To Availability of Funds:

Lisa A. Gabree, Town Accountant



Adult Treatment Court Collaborative
 Department of Health and Human Services
 Substance Abuse and Mental Health Services Administration
 Center for Mental Health Services

Notice of Award

Issue Date: 07/02/2015

Grant Number: 5H79SM061687-02
 FAIN: SM061687

Program Director:
 Hilary Curtis

Project Title: Behavioral Health Treatment Court Collaborative (BHTCC)

COPY

Grantee Address		Business Address
TOWN OF AYER David Maher One Main Street Ayer, MA 014321373		David Maher Dir. of Community & Economic Development Town of Ayer One Main Street Ayer, MA 01432

Budget Period: 09/30/2015 – 09/29/2016
 Project Period: 09/30/2014 – 09/29/2018

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$348,138 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to TOWN OF AYER in support of the above referenced project. This award is pursuant to the authority of Section 509 and 520A of the PHS Act, as amended 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 www.samhsa.gov (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,

Gwendolyn Simpson
 Grants Management Officer
 Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 5H79SM061687-02

<u>Award Calculation (U.S. Dollars)</u>		
Consortium/Contractual Cost		\$341,312
Other		\$6,826
Direct Cost		\$348,138
Approved Budget		\$348,138
Federal Share		\$348,138
Cumulative Prior Awards for this Budget Period		\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)		\$348,138

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
2	\$348,138
3	\$348,138
4	\$348,138

*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:
 CFDA Number: 93.243
 EIN: 1046001078A2
 Document Number: 14SM61687A
 Fiscal Year: 2015

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IC	CAN	Amount
SM	C96J390	\$174,069
TI	C96N344	\$174,069

IC	CAN	2015	2016	2017
SM	C96J390	\$174,069	\$174,069	\$174,069
TI	C96N344	\$174,069	\$174,069	\$174,069

SM Administrative Data:
 PCC: BHTCC / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION -- 5H79SM061687-02

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 – 5H79SM061687-02

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**

SECTION IV – SIM Special Terms and Conditions – 5H79SM061687-02**REMARKS:**

All discretionary grant continuation applications must be submitted electronically through Grants.gov. If you are eligible for a continuation grant, an email of notification will be sent to your organization's business official as identified in the HHS Checklist, Part C.

This award reflects acceptance of the attestation signed and dated on February 26, 2015 by the authorized representative that there are no budget changes above 25% of the total previous budget period in response to the continuation application request.

STANDARD TERMS OF AWARD:

Refer to the following SAMHSA website for Standard Terms of Award:

<http://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>
(Continuation)

Updated Key Staff:

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

Hilary Curtis, Project Director @ 60%

All changes in key staff including level of effort must be sent electronically to the GPO including a biographical sketch and other documentation and information as stated above who will make a recommendation for approval or disapproval to the assigned Grants Management Specialist. Only the GMO, SAMHSA may approve Key Staff Changes.

REPORTING REQUIREMENTS:

Submission of a Programmatic Annual Report is due no later than 90 days after the end of each budget period.

**Please submit your Programmatic (annual, semi-annual or quarterly) Report to
DGMPProgressReports@samhsa.hhs.gov and copy your Program Official.
(HARD COPIES SUBMISSION IS NOT REQUIRED)**

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

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

All responses to special terms and conditions of award and post award requests may be electronically mailed to the Grants Management Specialist and to the Program Official as identified on your Notice of Award.

It is essential that the Grant Number be included in the SUBJECT line of the email.

CONTACTS:

David J Morrisette, Program Official

Phone: 240-276-1912 Email: david.morrisette@samhsa.hhs.gov Fax: (240) 276-1970

Darrell Russ, Grants Specialist

Phone: (240) 276-1517 Email: darrell.russ@samhsa.hhs.gov

COPY

see full Application on file

Opportunity Title:	SAMHSA 2015 Continuations
Offering Agency:	Substance Abuse & Mental Health Services Adminis.
CFDA Number:	93.243
CFDA Description:	Substance Abuse and Mental Health Services Projects of
Opportunity Number:	SAMHSACONTINUATION
Competition ID:	CFDA93243
Opportunity Open Date:	11/14/2014
Opportunity Close Date:	03/02/2015
Agency Contact:	Rocco LaMonaca Director, Division of Grants Management E-mail: Rocco.LaMonaca@samhsa.hhs.gov Phone: 240-276-1400

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

Application Filing Name:

Select Forms to Complete

Mandatory

Application for Federal Assistance (SF-424)	Complete
Project/Performance Site Location(s)	Complete
Project Narrative Attachment Form	Complete
HHS Checklist (08-2007)	Complete
Budget Narrative Attachment Form	Complete
Budget Information for Non-Construction Programs (SF-424A)	Complete

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Optional

- [Disclosure of Lobbying Activities \(SF-LLL\)](#)
- [Faith Based EEO Survey](#)
- [Other Attachments Form](#)

Instructions

[Show Instructions >>](#)

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here. If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
* 2. Type of Application: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision		
* If Revision, select appropriate letter(s): _____ * Other (Specify): _____		
* 3. Date Received: Completed by Grants.gov upon submission.		4. Applicant Identifier: _____
5a. Federal Entity Identifier: _____		5b. Federal Award Identifier: 5SM061687-02
State Use Only:		
6. Date Received by State: _____		7. State Application Identifier: _____
8. APPLICANT INFORMATION:		
* a. Legal Name: Town of Ayer		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 1046001078A2		* c. Organizational DUNS: 9494821450000
d. Address:		
* Street1: One Main Street		
Street2: _____		
* City: Ayer		
County/Parish: _____		
* State: MA: Massachusetts		
Province: _____		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 01432-1373		
e. Organizational Unit:		
Department Name: _____		Division Name: _____
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: _____		* First Name: David
Middle Name: _____		
* Last Name: Maher		
Suffix: _____		
Title: Director of Community & Economic Development		
Organizational Affiliation: _____		
* Telephone Number: 978-772-8206		Fax Number: _____
* Email: dmaher@ayer.ma.us		

ADVOCATES, INC. JOB DESCRIPTION

TITLE: Drug Court Program Director
 PROGRAM: Ayer Concord Drug Court Program (ACDCP)
 Agency: Advocates, Inc.

Hilary Curtis, Ph.D., LMHC serves as the Program Director for the Ayer Concord Drug Court Program (ACDCP).

STATEMENT OF DUTIES:

The director is responsible for leading and supervising the direct service component, overall administration of the program, and directing the infrastructure development activities. The director will:

- Think strategically, predict problems & obstacles, and plan how to resolve them.
- Keep the project on schedule.
- Review data collection procedures and instruments for appropriateness and clinical risks.
- Identify and plan contingencies for potential clinical risks during data collection.

RESPONSIBILITIES:

1. Provide support and supervision to all members of the team.
2. Supervise the Drug Court Coordinator/Clinical Director.
3. Coordinate payment of grant funds with other grant partners.
4. Convene weekly meetings of the treatment team.
5. Maintain contact with the government project officer and responding request as needed.
6. Guide the project development and design.
7. Monitor the mission, goals, and objectives of the project.
8. Coordinate submission of SAMHSA reports.
9. Evaluate and analyze the project progress.
10. Evaluate community education and awareness.
11. Make recommendations for change when indicated and monitor spending and quality.

QUALIFICATIONS

1. MA degree in social work or related field, plus five years of related administrative experience.
2. Bilingual and bi-cultural experience highly preferred.
3. Ability to develop and maintain satisfactory working relationships with employees and providers.
4. Ability to communicate effectively verbally and in writing.
5. Must possess excellent supervisory and organizational skills.
6. Sensitivity to the needs of the population to be served and their families.
7. High energy level, superior interpersonal skills and ability to function in a team atmosphere.
8. Commitment to Drug Court values and mission.
9. Must possess the ability to read and speak English.
10. Must adhere to all professional ethics.
11. Must be able to perform each essential duty satisfactorily.

ADVOCATES, INC. JOB DESCRIPTION

TITLE: Drug Court Program Coordinator/Clinical Director
PROGRAM: Ayer Concord Drug Court Program (ACDCP)
Agency: Advocates, Inc.

STATEMENT OF DUTIES: The Project Coordinator/Clinical Director oversees daily clinical and administrative operations, ensuring compliance with policies and procedures, providing clinical supervision to all program staff, acting as the liaison to drug court team members, and maintaining linkages with community agencies.

RESPONSIBILITIES:

1. Conducts comprehensive clinical assessments and presents narrative summary assessment findings to Drug Court Team.
2. Develops Individual Treatment Plans for each participant, monitors and documents treatment progress.
3. Facilitates individual and group treatment and /or assigns coverage as needed.
4. Develops protocols, policies and procedures for interaction with governmental, law enforcement, and human service treatment providers.
5. Establish and maintains relationships with governmental, law enforcement, and human service agencies to assure maximum availability of treatment & social service resources.
6. Establishes clear communication paths and channels such as but not limited to email, fax, phone, and regularly scheduled meetings for all Drug Court activities.
7. Performs various public relations activities, such as addressing community groups, participating in conferences, panels, etc.
8. Provides training to court staff, service provider staff, prosecutors, defense attorneys and community groups as needed.
9. Remains current and knowledgeable as to applicable Medicaid, managed care, private insurer and public health substance abuse treatment coverage for court clients.
10. Maintains fiscal documentation for grant funded programs.
11. Maintains data system to include meaningful data correlations and report to team regularly; respond to information requests and prepare program effectiveness reports.
12. Coordinates activities with the administrative office of the Trial Court and the statewide, automated drug court MIS.
13. Manages files and performs case flow coordination.

QUALIFICATIONS:

1. Bachelors degree in Social Work, Counseling Education, Counseling Psychology, Rehabilitation Counseling or a related counseling field.
2. Minimum of two years of experience with target population (inpatient, outpatient, residential acceptable) and sensitivity to the needs of the population.
3. Minimum of 1 year supervisory experience.
4. Must possess excellent supervisory and organizational skills.
5. Must possess excellent assessment and interviewing skills.

TITLE:
PROGRAM:
Agency:

Drug Court Clinician
Ayer Concord Drug Court Program (ACDCP)
Advocates, Inc.

Job Summary:

The Drug Court Clinician will provide comprehensive counseling/therapy to individuals served in the Drug Court Program.

Essential Functions:

1. Conduct psychosocial / diagnostic assessments on clients referred to the program.
2. Attend all Drug Court treatment trainings as required for ACDCP.
3. Implement individual, group and family substance abuse / trauma informed / Motivational Enhancement treatment to assigned caseload.
4. Manage risk for all assigned clients as clinically indicated and in accordance with treatment team recommendations.
5. Maintain strong linkages for the Drug Court Program with the District Courts.
6. Participation in crisis prevention plan development and coordination with other providers.
7. Educate ancillary treatment providers regarding Drug Court Program approach.
8. Providing discharge-planning coordination.
9. Participate in Site Coordinating Committee meetings, and Technical Assistance meetings.
10. Participate in all required SAMHSA trainings and activities.
11. Provide / collaborate with Drug Court Case Manager in intensive case management and short-term treatment as required.
12. Provide linkages to on-going substance abuse, mental health & medical treatment as indicated.
13. Involve collaterals in treatment (i.e. referral sources, family members, etc).
14. Complete all assigned clinical documentation required per Advocates, Inc. protocol.
15. Attends and actively participates in supervision and staff meetings.
16. Ensure that all clients are treated with dignity and respect in accordance with Advocates' Human Rights policy.
17. Perform all duties in accordance with the agency's policies and procedures.
18. Strictly follow all agency Performance Standards

Note: Essential functions are not limited to the tasks listed & may include other duties as assigned.

Qualifications/Education/Experience:

1. Master's level degree in social work, counseling or related field required with two years minimum experience in substance abuse treatment.
2. Addictions treatment experience and professional focus preferred.
3. Ability to communicate effectively verbally and in writing.
4. Sensitivity to the needs of the population served.
5. Commitment to Advocates values and mission.
6. Ability to read and speak English.
7. Ability to develop/maintain satisfactory working relationships with employees & providers.
8. High energy level, superior interpersonal skills & ability to function in a team atmosphere.
9. Must have valid driver's license and access to auto.

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ADVOCATES, INC. JOB DESCRIPTION

TITLE: Peer Specialist
PROGRAM: Ayer Concord Drug Court Program
Agency: Advocates, Inc

Job Summary:

Peer Specialists are fully integrated team members who provide individualized services to people receiving services in the Ayer Concord Drug Court Program. Peer specialists promote client self determination and decision making through the use of their own recovery stories and lived experience. Peer specialists provide expertise and consultation to the entire team to help create a culture in which each client's point of view and preferences are recognized, respected, honored, validated, and integrated into treatment, rehabilitation and community self-help activities.

Essential Functions:

1. Provide individual and group peer support services.
2. Assist in the orientation of new drug court clients.
3. Provide peer to peer mentoring for clients in the drug court program as indicated by Program Coordinator or Program Director.
4. Maintain and distribute current information on community resources related to self-help and recovery.
5. Coordinate & lead informal groups related to peer support, recovery, resiliency & resources.
6. Advocate for client's preferences in all decision making arenas.
7. Ensure that individuals we support are treated with dignity and respect in accordance with Advocates Human Rights policy and Intentional Care.
8. Attend supervision and assigned staff meetings.
9. Attend trainings as assigned; maintain necessary certifications (CPR, First Aid).
10. Perform all duties in accordance with agency's policies and procedures.
11. Follow all agency Performance Standards and to Certified Peer Specialist Code of Ethics.

Please note: The essential functions listed in this section are not limited only to the tasks listed and may include other duties as assigned.

Qualification/Education/Experience:

1. HS diploma/GED and 1 year related experience.
2. Must currently be or have previously been a recipient of the Mental Health Systems / Addiction and complete peer specialist curriculum as defined by the Program Director.
3. Must have successfully graduated from a drug court program & be recommended by Program Director or Program Coordinator of Drug Court program for Peer Specialist role.
4. Ability to read English and communicate effectively in the primary language of the program to which he/she is assigned.
5. Must be able to perform each essential duty satisfactorily.
6. Must have sensitivity to the needs of the population.
7. Must have excellent interpersonal skills and ability to work as part of a team.

ADVOCATES, INC. JOB DESCRIPTION

TITLE: Data Collector
PROGRAM: Ayer Concord Drug Court Program
Agency: Advocates, Inc

Job Summary:

Responsible for implementation of program assessment activities in the Ayer Concord Drug Court Program (ACDCP), under the direction of the ACDCP Program Director.

Essential Functions:

- Carry out program assessment activities
- Participate in CSAT Grantee Meetings if required
- Work with Evaluation Director and QM Data Coordinator to set up and maintain data entry procedures and systems for storing hard copies of study instruments, tracking program participants and conducting follow-up interviews
- Assist in focus groups
- Work closely with Project staff
- Assist in writing up the assessment sections of reports to CSAT
- Assist in analyzing and disseminating study findings in collaboration with Evaluation Director, project staff and collaborators

Please note: The essential functions of this position may include other duties as assigned.

Qualification/Education/Experience/Personal Characteristics:

- Bachelors degree in public health, social science, social work, education, or related field
- Training in qualitative and quantitative research methods
- Experience collecting GPRA measures preferred
- Good organizational skills
- Collaborative research philosophy
- Must have a car and valid driver's license



COMMONWEALTH TERMS AND CONDITIONS FOR HUMAN AND SOCIAL SERVICES

Attachment D

This Commonwealth Terms and Conditions for Human and Social Services form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division/Division of Purchased Services (OSD), for use by Commonwealth of Massachusetts ("State") Departments and Contractor organizations that contract to provide Human and Social Services to Commonwealth clients. Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void. Upon execution of these Commonwealth Terms and Conditions for Human and Social Services by the Contractor and filing as prescribed by CTR, these Commonwealth Terms and Conditions for Human and Social Services will be incorporated by reference into any Contract for Human and Social Services executed by the Contractor and any Department, in the absence of a superseding law or regulation requiring a different Contract form. Its provisions are in addition to the requirements contained in 808 CMR 1.00 and any Human and Social Services Contract(s), as well as any applicable requirements contained in 808 CMR 2.00 or 801 CMR 21.00. This Commonwealth Terms and Conditions for Human and Social Services is effective upon signature by the Contractor or July 1, 1997, whichever is later, and supersedes the Master Agreement and General Conditions approved by ANF on May 1, 1995.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, unless otherwise permitted in 801 CMR 21.00, the effective start date of a Contract shall be the later of: the date the Contract was executed by an authorized signatory of the Contractor; the date the Contract was executed by an authorized signatory of the Department; the date specified in the Contract; or, the date of Secretariat authorization pursuant to M.G.L. c. 29, §29B.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with 801 CMR 21.00, 808 CMR 1.00 and the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. c. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. c. 7A, §3 and 815 CMR 9.00. In no event shall payments under any Contract exceed the rate or maximum obligation of the Contract or be directed to off-set costs which are not reimbursable under Commonwealth contracts under any provision of law, including M.G.L. c. 7, §56 and 808 CMR 1.00. Upon determination by the Department that the Contractor has not provided services to the extent billed, has billed for services to any client who the Contractor knew or should have known was ineligible for services according to the terms of the Contract, has received duplicate or otherwise excess payments, has used Contract payments for non-reimbursable expenses or otherwise failed to perform in accordance with the terms of the Contract or 808 CMR 1.04, the Department may, upon reasonable notice and opportunity for correction, delay, disallow, set-off or recoup payments.

3. Contractor Payment Mechanism. The Contractor will be paid using the Payment Voucher System unless a different payment mechanism is agreed upon in the Contract. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty.

4. Contract Termination Or Suspension.
a. Procedures. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon any of the events or conditions set forth below. During the notice period for termination, the parties may agree to adjust the termination conditions, including the effective date contained within the notice of termination. Grounds and procedures for termination are: i) Immediate Termination: Absence of Funding or Emergency. A Contract shall terminate

immediately upon receipt of written notice of termination under the following conditions: the absence of appropriation, allotment, availability or authorization to the Department to discharge its obligations under the Contract in the fiscal year; a party's default, breach or any intervening casualty which poses an immediate threat to the life, health or safety of a client; the indictment of the Contractor or one of its principals or officers for an offense or offenses related to the provision of services; fraudulent activities on the part of the Contractor in its dealings with the Commonwealth; or the filing for bankruptcy by a Contractor. ii) Early Termination: Breach or Default, Reduction of Funding or Change in Law. A Contract may be terminated by providing notice of termination effective not less than forty-five (45) calendar days after date of notice under the following conditions: either party may terminate if the other party fails to fulfill its obligations under a Contract, including partial or complete non-performance of any provision; there is a reduction of funds appropriated for Contracts; or if any statute or regulation which governs performance is changed, differently interpreted by a court or other competent authority, newly enacted, adopted or promulgated so as to increase the burdens on either party in complying with the terms of the Contract significantly beyond those existing at the time of execution. For termination for breach or default, the party must specify the alleged default or breach in writing, allowing a reasonable time, but not less than thirty (30) calendar days, for correction. For termination due to reduction in funding, the Department may alternatively provide a conditional notice of termination with a proposed amendment to a Contract. iii) Termination without Cause. Either party may terminate the Contract without cause upon provision of written notice to the other at least sixty (60) calendar days before its effective date. Whether or not cause to terminate exists under any other provision, a party may elect to terminate without cause.

b. Obligations Upon Termination. Upon termination, the Contractor shall have the following obligations: i) Transfer of Clients. The Contractor shall use its best efforts to provide for the health and safety of clients being served under the Contract for a reasonable period of time, while the Department arranges for their transfer, and shall cooperate fully with the Department's efforts to transfer clients. ii) Client Records. Client records maintained pursuant to the Contract shall remain the property of the Contractor, subject to the provisions of Sections 6, 7 and 11d. However, where the Department has continuing responsibility to provide for the clients funded by the Contract, the Contractor must, upon request, provide to the Department or the new Contractor a copy of the client records of services as authorized by the Department. The reasonable cost of such transfer will be borne by the Department. iii) Reports and Other Documents. All documents, data, studies, and reports related to performance of the Contract shall be submitted to the Department by the Contractor, unless the Department directs otherwise. iv) Furnishings and Equipment. The termination of the Contract does not affect the Contractor's responsibilities with respect to equipment and other property under 808 CMR 1.00. v) Payment. The Contractor shall be paid for all authorized services performed up to the date of termination, subject to the provisions of Section 2. In addition, if the Department is required to remove clients from a facility operated by the Contractor and fails to remove said clients, unless otherwise agreed by the parties and subject to the conditions set forth in Section 2, the Contractor will be paid at the rate contained in its terminated Contract for continuing to provide services after the date of termination and until such clients are removed. vi) Subsequent Audit. If a Contract is terminated without inspection, review or audit, the Commonwealth retains the right to conduct an inspection, review, or audit and to disallow reimbursement or recover funds if any finding warrants such action.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing, in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor.

6. Confidentiality. The Contractor shall comply with M.G.L. c. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as required by 808 CMR 1.00 and as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention



COMMONWEALTH TERMS AND CONDITIONS FOR HUMAN AND SOCIAL SERVICES

period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Contractor shall maintain adequate written policies and procedures for accounting, management and personnel activities, including but not limited to conflict of interest and nepotism policies. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of records at a reasonable expense.

8. Assignment. No liability, responsibility, obligation, duty or interest under a Contract may be assigned, delegated, assumed or transferred, in whole or in part, without the prior written approval of the Department. However, the Contractor or a court appointed receiver shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. c.106, §9-318. The Contractor or court appointed receiver must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions for Human and Social Services and a Contract. When the Department furnishes federal funds to the Contractor, which are being passed down to a subcontractor, the subcontract must contain a provision that the subcontractor will comply with applicable federal single audit, cost principles and administrative requirement standards. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring, Employment and Service Delivery. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices. The Contractor shall not discriminate in the delivery of services against any person who otherwise meets the eligibility criteria for services, or in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, status as a Vietnam Era Veteran, sexual orientation or for exercising any rights or benefits afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities and agrees to comply with any affirmative action programs required by Executive Order 227, or any successor provisions.

11. Human and Social Services Contracting Provisions

a. Board of Directors Standards. If a non-profit organization, the Contractor shall comply with the principles in the Massachusetts Attorney General's "Guide for Board Members of Charitable Organizations" and with the standards for boards contained in the American Institute of Certified Public Accountants (AICPA)'s statements on auditing standards, as may be amended from time to time. Further, the Contractor specifically agrees that: i) members of the Contractor's management and immediate family (as defined in the AICPA's Financial Accounting Standards Board Statement number 57) will not comprise more than 30% of the voting members of the Contractor's board or any of the board's committees or subcommittees; and, ii) the Contractor's Board of Directors will approve the selection of the Contractor's audit firm, will annually review its executive director's or other more senior manager's performance and set that person's compensation by formal vote, and will meet as frequently as necessary to fulfill the Contractor's obligations under this section. Where the board meets less than two times during its fiscal year, the Contractor shall submit a description of its board structure and the dates of

each board and subcommittee meeting with its Uniform Financial Statements and Independent Auditor's Report (UFR).

b. Client Care and Use of Funds. The Contractor shall comply with all applicable provisions of law relative to the care of clients and the investigation and reporting of suspected client abuse or neglect. The Contractor shall provide the Department with copies of all legally mandated reports of client abuse or neglect where the alleged abuse or neglect was a direct or indirect consequence of the services rendered under a Contract and shall comply with all additional reporting requirements relative to client abuse and neglect contained in a Contract. The Contractor shall be subject to any standards cited in a Contract for the disqualification of candidates for positions where the candidates have criminal records, for establishing proof of criminal record information of candidates prior to hire and for addressing criminal activities subsequent to hire. The Contractor shall also comply with all laws and regulations and contractual provisions relative to the use of client funds, property or other resources.

c. Annual Financial Reporting Requirements. The Contractor and any subcontractor must comply with all applicable annual financial reporting requirements set forth in 808 CMR 1.00 and the instructions to the UFR. Any nonprofit Contractor receiving in excess of the threshold of federal funds through the Commonwealth, as set forth in Office of Management and Budget (OMB) Circular A-133 or successor provision, must comply with the Circular as well.

d. Publications. The Contractor shall not disseminate, reproduce, display or publish any report, map, information, data or other materials or documents expressly required or produced in whole or in part pursuant to a Contract, nor shall any such materials or documents be the subject of an application for patent or copyright by or on behalf of the Contractor, without the prior written consent of the Department. If the Contractor prepares, publishes or distributes any publication describing any services or programs the cost of which are funded at least in part by a Contract, then any such publication shall, unless the Department directs otherwise, contain a prominently displayed statement to that effect.

e. Additional Provisions Applicable to Contractors Receiving Federal Funds. If the Contractor receives federal funds from the Commonwealth through a Contract, then, in accordance with OMB Circular A-110 or successor provision, it further agrees to the following: i) Equal Employment Opportunity: All contracts entered into by the Contractor shall contain a provision requiring compliance with federal Executive Order 11246, as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR part 60; ii) Contract Work Hours and Safety Act: If the Contractor employs mechanics or laborers to fulfill its contractual obligations, it will comply with sections 102 and 107 of 40 USC 327-333, as supplemented by 29 CFR part 5; iii) Clean Air Act and the Federal Water Pollution Control Act: If the Contractor receives more than \$100,000 in federal funds the Contractor agrees to comply with any applicable standards, order, or regulations issued pursuant to 42 USC 7401 et seq. and 33 USC 1251 et seq.; and iv) Byrd Anti-Lobbying Amendment: If a Contractor receives \$100,000 or more of federal funds through a Contract, by signing that Contract it certifies it has not and will not use federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. A Contractor shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor supplies, equipment or other materials used for a Contract and for all deliverables, records, documents, files, data, studies and reports which are in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession and, where applicable, ownership and full legal title, to the deliverables, records, documents, files, data, studies and reports are transferred to and accepted by the Department.



COMMONWEALTH TERMS AND CONDITIONS FOR HUMAN AND SOCIAL SERVICES

in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

14. Forum and Choice of Law. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions for Human and Social Services, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All formal amendments must be executed by the parties and filed with the original record copy of a Contract as prescribed by CTR. The

printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions for Human and Social Services, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions for Human and Social Services, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for Human and Social Services for any applicable Contract executed with the Commonwealth as certified by its authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

Debra Sowul

(signature)

Print Name: Debra Sowul

Title: Controller

Date: 10/1/14

Full Legal Organization Name: Advocates, Inc.

Doing Business As: Name (If Different): _____

Tax Identification Number: 23-7451423

Address: One Clarks Hill, Suite 305, Framingham, MA 01702

Telephone: 508-628-6300

FAX: 508-628-6659

COPY

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS FOR HUMAN AND SOCIAL SERVICES

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS FOR HUMAN AND SOCIAL SERVICES.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS FOR HUMAN AND SOCIAL SERVICES must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS FOR HUMAN AND SOCIAL SERVICES (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

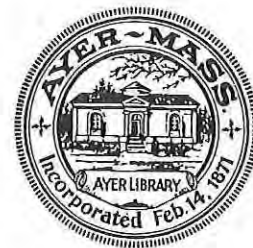
RECEIVED
OCT 01 2015

TOWN OF AYER
SELECTMEN'S OFFICE

Town of Ayer

Department of Planning & Development

Town Hall ♦ One Main Street ♦ Ayer, MA 01432 ♦ 978-772-8221 ♦ 978-772-8208 (fax)



MEMORANDUM

TO: Board of Selectmen

FROM: Alicia Hersey, Program Manager

DATE: October 6, 2015

RE: Compliance Certificate LIP Unit – 308 Autumn Ridge Dr.

At this time our office is requesting signature of the Chairman of the BOS on the attached LIP Compliance Certificate.

The owner of 308 Autumn Ridge Dr. (LIP unit) has entered into a Purchase and Sales Agreement for their property with an eligible purchaser.

DHCD has approved this purchaser and has issued a Compliance Certificate.

At this time I am requesting the Board approve the State's Compliance Certificate, and the Chairman sign it.

Motion that the Board of Selectmen authorize the Board Chairman's signature on the State's Compliance Certificate for the purchase of 308 Autumn Ridge Dr.

LOCAL INITIATIVE PROGRAM

COMPLIANCE CERTIFICATE

Chairman of the

The undersigned, being the Board of Selectmen of the Town of Ayer (the "Municipality") and being the Chief Executive Officer of the Municipality, as that term is defined in regulations promulgated at 760 CMR 56.00 et seq. (the "regulations") which establish the Local Initiative Program (LIP), and the undersigned, being the Undersecretary of the Department of Housing and Community Development, the successor agency to the Executive Office of Communities and Development, a department duly organized and existing pursuant to Massachusetts General Laws Chapter 23B as amended by Chapter 19 of the Acts of 2007 with all powers of said executive office and department, or being the Undersecretary's duly authorized designee, ("the Undersecretary"), certify as follows with respect to a certain deed rider annexed to and made part of that certain Deed from Autumn Ridge Farm, LLC to Harold Burnett and Beverly Burnett ("Seller") dated May 3, 2007, recorded with the Middlesex South Registry of Deeds ("Registry"), in Book 49409, Page 74 (the "Existing Deed Rider"):

1. The Property referred to herein is the Property described in the Deed. The Property address is 308 Autumn Ridge Drive, Ayer, MA 01432.
2. Joanne K. Glaszcz is the [check one] Eligible Purchaser Ineligible Purchaser of the Property (the "Purchaser").
3. The total consideration to be paid to the Seller for the purchase of the Property is \$171,010.00. The total consideration to be paid by the Purchaser for the purchase of the Property is \$174,500.00 (\$171,010.00 plus 2% resale fee). The Resale Price Multiplier to be used in subsequent transactions is 1.77.
4. The conveyance of the Property by the Seller to the Purchaser is in compliance with the rights, restrictions, covenants and agreements contained in the Existing Deed Rider.
5. The Purchaser of the Property have executed a new deed rider with respect to the Property (the "New Deed Rider") which is satisfactory in form and substance to the Department of Housing and Community Development ("DHCD") and the Municipality.
6. The Municipality and the Undersecretary hereby acknowledge and confirm that upon the conveyance of the Property by the Seller to the Purchaser, the recording of the New Deed Rider executed by the Purchaser more fully described in Paragraph 5 hereof, and the recording of this Compliance Certificate, the rights, restrictions, agreements, and covenants contained in the Existing Deed Rider shall be null and void.
7. All defined terms used herein shall have the definitions set forth in the Existing Deed Rider unless otherwise defined herein.

Executed as a sealed instrument this ____ day of _____, 20__.

Town of Ayer,
acting by and through its Chief Executive Officer

By: _____
Its: _____

The Undersecretary of the Department of
Housing and Community Development

By: _____
Catherine Racer, Associate Director
Duly Authorized Designee

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

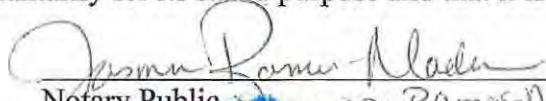
On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, Chief Executive Officer of the Town of Ayer, and proved to me, through satisfactory evidence of identification which was _____, that he/she is the person whose name is signed on the foregoing Compliance Certificate and acknowledged to me that he/she signed it voluntarily for its stated purpose and that it is the free act and deed of the Town of Ayer.


Notary Public
Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk: ss

On this 17 day of September, 2015, before me, the undersigned Notary Public, personally appeared Catherine Racer, Associate Director of the Department of Housing and Community Development (DHCD), duly authorized designee of the Undersecretary, and proved to me, through satisfactory evidence of identification which was my personal knowledge, that she is the person whose name is signed on the foregoing Compliance Certificate and acknowledged to me that she signed it voluntarily for its stated purpose and that it is the free act and deed of DHCD.


Notary Public Jasmin Ramos-Madonia
My Commission Expires August 28, 2020

 **JASMIN RAMOS-MADONIA**
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
August 28, 2020

COPY



Town of Ayer

Department of Planning & Development

Upper Town Hall ♦ One Main Street ♦ Ayer, MA 01432 ♦ 978-772-8221 ♦ Fax: 978-772-8208



RECEIVED
- OCT-01 2015

MEMORANDUM

TO: Board of Selectmen
FR: Alicia Hersey, Community Development Office
RE: Lien Subordination Request **CASE# 09-330**
DT: September 30, 2015

TOWN OF AYER
SELECTMEN'S OFFICE

The property owner of housing at 3 Groton Harvard Rd. has requested the Town subordinate its mortgage on the property in favor of a new first mortgage.

Assessed Value of Property (FY15)	\$177,300.00
Appraised Value of Property (7/15)	\$155,000.00
Amount of Program Assistance (liens)	\$ 10,589.55
Proposed New Mortgage Amount	\$120,573.00
Proposed Total Loan Amount	\$131,162.55
Maturity Date of Program Lien	May 10, 2025

The borrower is seeking to obtain a mortgage purchase this property from the estate of her parents. The Town's lien is in force on this property until May 10, 2025.

Based upon the subordination policy approved by the Town and State Dept. of Housing and Community Development, "a recommendation to approve with conditions, or to deny, will be made to the Board of Selectmen" where outstanding liens are more than 80% of the fair market value of the property. In the current case, the outstanding liens (first mortgage and CDBG lien) will be equal to 84.62% of the appraised value of the property.

At this time it is the Board's decision is whether to approve or deny the subordination of the Town's lien for a first mortgage in the amount not to exceed \$120,573.00.

RECEIVED

SEP 28 2015

Class I/II License Application

TOWN OF AYER
SELECTMEN'S OFFICE

Fee \$100

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF AYER
APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE
OR ASSEMBLE SECOND HAND MOTOR VEHICLES
OR PARTS THEREOF
20 15

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a class one two (please circle) license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? Power of Honesty Inc.

Business address of concern 179 West Main St. 48 Lawrence rd. Lynn MA 01904

2. Is the above concern an individual, Corporation co-partnership, an association or a corporation?

3. If an individual, state full name and residential address. n/a

4. If a co-partnership, state full names and residential addresses composing it. n/a

5. If an association or a corporation, state full names and residential addresses of the principal officers.
Pavel Shumilovskiy President
Pavel Batsian Secretary
Pavel Batsian Treasurer

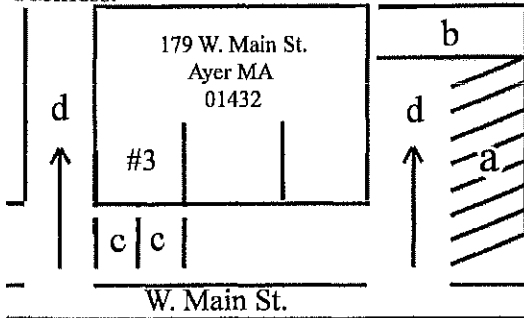
6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? Yes

If so, is your principal business the sale of **new** motor vehicles? No

Is your principal business the buying and selling of second hand motor vehicles? Yes

Is your principal business that of a motor vehicle junk dealer? No

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.



- a. Adjacent parking lot for storing & displaying the vehicles (diagonally)
 - b. Landlord's parking area. Never used or blocked by our inventory.
 - c. Customer parking area. Also used for displaying & storing the vehicles
 - d. Driveway(s) always accessible. Never blocked by our inventory
- Unit #3: Main office for Class II used car dealership for ten(10) vehicles

8. Are you a recognized agent of a motor vehicle manufacturer? (Yes or No)
 If so, state name of manufacturer: _____


9. Have you a signed contract as required by Section 58, Class I? (Yes or No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? (Yes or No)

If so, in what city/town: _____

Did you receive a license? (Yes or No)
 For what year(s): _____

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? (Yes or No)

Sign your name in full: 
 (Only authorized to represent the concern herein mentioned)

Printed Name: Pavel Shumilovskiy

Residence Address: 48 Lawrence rd. Lynn MA 01904

IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH FULL INFORMATION, AND FALSE STATEMENTS HEREIN MAY RESULT IN THE REJECTION OF YOUR APPLICATION OR THE SUBSEQUENT REVOCATION OF YOUR LICENSE IF ISSUED.

Note: If the applicant has not held a license in the year prior to this application, he or she must file a duplicate of the application with the registrar. (See Sec. 59)

The provisions of G.L. c. 140, sec. 58 require that holders of Class 1 and 2 licenses maintain a surety bond in the amount of \$25,000 or equivalent financial security to provide protection to customers purchasing vehicles from such license holders. No license is to be issued without proof of such security.

APPLICANT WILL NOT FILL THE FOLLOWING BLANKS – For office use only

Application status after investigation:

(Approved or Disapproved)

License No. _____

Fee \$ 100.00

(Payment Type)

Zoning Status: OK GB 44.4.11
permitted

Signed: _____

TOWN OF AYER
BOARD OF SELECTMEN

CHAPTER 140 OF THE GENERAL LAWS, TER. ED., WITH AMENDMENTS THERETO

Section 57. License; When Required; Report of Sales

No person, except one whose principal business is the manufacture and sale of new motor vehicles but who incidentally acquires and sells second hand vehicles, or a person whose principal business is financing the purchase of or insuring motor vehicles but who incidentally acquires and sells second hand vehicles, shall engage in the business of buying, selling, exchanging or assembling second hand motor vehicles or parts thereof or allow any property under his control to be used as a place of sale or display of motor vehicles without securing a license as provided in section fifty-nine. This section shall apply to any person engaged in the business of conducting auctions for the sale of motor vehicles, and to any person engaged in the business of leasing or renting motor vehicles and who, as an incident to such business, sells or offers to sell any such lease or rental vehicle to the public. All sales of second-hand motor vehicles or part thereof made by any person referred to in this section shall be reported weekly to the registrar of motor vehicles on such forms as may be prescribed by him.

Section 58. Classes of Licenses

Licenses granted under the following section shall be classified as follows:

Class 1. Any person who is a recognized agent of a motor vehicle manufacturer or a seller of motor vehicles made by such manufacturer whose authority to sell the same is created by a written contract with such manufacturer or with some person authorized in writing by such manufacturer to enter into such contract, and whose principal business is the sale of new motor vehicles, the purchase and sale of second hand motor vehicles being incidental or secondary thereto, may be granted an agent's or a seller's license; provided, that with respect to second hand motor vehicles purchased for the purpose of sale or exchange and not taken in trade for new motor vehicles, such dealer shall be subject to all provisions of this chapter and of rules and regulations made in accordance therewith applicable to holders of licenses of class 2.

Class 2. Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license; provided, however, that such person maintains or demonstrates access to repair facilities sufficient to enable him to satisfy the warranty repair obligations imposed by section seven N 1/4 of chapter ninety. A used car dealer shall remain liable for all warranty repairs made and other obligations imposed by said section seven N 1/4 of said chapter ninety.

Class 3. Any person whose principal business is the buying of second hand motor vehicles for the purpose of remodeling, taking apart or rebuilding and selling the same, or the buying or selling of parts of second hand motor vehicles or tires, or the assembling of second hand motor vehicle parts may be granted a motor vehicle junk license.

Section 59. Licensing authorities; expiration; fees; application; prerequisites; premises; ordinance regulations; revocation; notice

The police commissioner in Boston and the licensing authorities in other cities and towns may grant licenses under this section which shall expire on January first following the date of issue unless sooner revoked. The fees for the licenses shall be fixed by the licensing board or officer, but in no event shall any such fee be greater than \$200. Application for license shall be made in such form as shall be approved by the registrar of motor vehicles, in sections fifty-nine to sixty-six, inclusive, called the registrar, and if the applicant has not held a license in the year prior to such application, such application shall be made in duplicate, which duplicate shall be filed with the registrar. No such license shall be granted unless the licensing board or officer is satisfied from an investigation of the facts stated in the application and any other information which they may require of the applicant, that he is a proper person to engage in the business specified in section fifty-eight in the classifications for which he has applied, that said business is or will be his principal business, and that he has available a place of business suitable for the purpose. The license shall specify all the premises to be occupied by the licensee for the purpose of carrying on the licensed business. Permits for a change of situation of the licensed premises or for additions thereto may be granted at any time by the licensing board or officer in writing, a copy of which shall be attached to the license. Cities and towns by ordinance or by-law may regulate the situation of the premises of licensees within class 3 as defined in section fifty-eight, and all licenses and permits issued hereunder to persons within said class 3 shall be subject to the provisions of ordinances and by-laws which are hereby authorized to be made. No original license or permit shall be issued hereunder to a person within said class 3 until after a hearing, of which seven days' notice shall have been given to the owners of the property abutting on the premises where such license or permit is proposed to be exercised. Except in the city of Boston, the licensing board or officer may, in its discretion, waive the annual hearing for renewal of a class 3 license. All licenses granted under this section shall be revoked by the licensing board or officer if it appears, after bearing, that the licensee is not complying with sections fifty-seven to sixty-nine, inclusive, or the rules and regulations made thereunder; and no new license shall be granted to such person thereafter, nor to any person for use on the same premises, without the approval of the registrar. The hearing may be dispensed with if the registrar notifies the licensing board or officer that a licensee is not so complying. In each case where such license is revoked, the licensing board or officer shall forthwith notify the registrar of such revocation. Any person aggrieved by any action of the licensing board or officer refusing to grant, or revoking a license for any cause may, within ten days after such action, appeal therefrom to any justice of the superior court in the county in which the premises sought to be occupied under the license or permit applied for are located. The justice shall, after such notice to the parties as he deems reasonable, give a summary hearing on such appeal, and shall have jurisdiction in equity to review all questions of fact or law and may affirm or reverse the decision of the board or officer and may make any appropriate decree. The parties shall have all rights of appeal as in other cases.

179 West Main Street Trust
David J. Allen, Trustee
P. O. Box 43
Ayer, MA 01432

RECEIVED

SEP 28 2015

TOWN OF AYER
SELECTMEN'S OFFICE

Town of Ayer
Carly Antonellis, Assistant to the Town Administrator
1 Main Street
Ayer, MA 01432

Re: 179 West Main Street Trust - Application for Class II Used Car Dealership License

Dear Ms. Antonelli:

Please be advised that the undersigned, David J. Allen, Trustee of the 179 West Main Street Trust, hereby authorize Pavel Shumilovskiy and Pavel Batsian, doing business as Power of Honesty Auto, Inc., to make application for a Class II Used Car Dealership License for Unit #3 and adjacent lot. It is my understanding that they are seeking to have no more than 10 vehicles for sale at any one time. If the Board endorses the application a formal commercial lease will be executed by the respective parties.

If any additional information is required, kindly contact the Applicant's counsel, Attorney Kenneth B. Shutzer at 152 Lynnway, Suite 1E, Lynn, MA 01902, (781) 593-2016 or by email at kshutzer@shutzer.com.

Thanking you for your consideration. I remain

Sincerely,

179 WEST MAIN STREET TRUST

By David J. Allen
David J. Allen

Town of Ayer
Board of Selectmen's Office
Transmittal Form - Department Head Review



Board of Health
 Department of Public Works
 Police Department
 Fire Department
 Building Inspector/Zoning Enforcement Officer
 Conservation Committee
 Tax Collector
 Assessor's Office
 Planning Board

Review Deadline Date October 1, 2015
Public Hearing Date October 6, 2015

Permit Sought: Class II Motor Vehicle Dealership License

Description: Have permission from owner (see attached) , no more than 10 vehicles at a time

Submitted by Pavel (Paul) Shumilovskiy, Power of Honesty, Inc. Date September 28, 2015

Address 179 West Main Street Telephone 781-593-2016 Attorney Ken Shutzer

This plan is submitted for your review, comments, and recommendations. Please return to the Board of Selectmen's Office by the Review Deadline Date so that the Board of Selectmen can consider your recommendation.

Approved Modifications Needed Disapprove

Comments:
(If your recommendation is not "Approved", please specify/illustrate reasons why.)

Signed Bridgette May Title Health Agent

Date 9/30/15

Town of Ayer
Board of Selectmen's Office
Transmittal Form – Department Head Review



<input type="checkbox"/>	Board of Health	Review Deadline Date	<u>October 1, 2015</u>
<input checked="" type="checkbox"/>	Department of Public Works	Public Hearing Date	<u>October 6, 2015</u>
<input type="checkbox"/>	Police Department		
<input type="checkbox"/>	Fire Department		
<input type="checkbox"/>	Building Inspector/Zoning Enforcement Officer		
<input type="checkbox"/>	Conservation Committee		
<input type="checkbox"/>	Tax Collector		
<input type="checkbox"/>	Assessor's Office		
<input type="checkbox"/>	Planning Board		

Permit Sought: Class II Motor Vehicle Dealership License

Description Have permission from owner (see attached) , no more than 10 vehicles at a time

Submitted by Pavel (Paul) Shumilovskiy, Power of Honesty, Inc. Date September 28, 2015

Address 179 West Main Street Telephone 781-593-2016 Attorney Ken Shutzer

This plan is submitted for your review, comments, and recommendations. Please return to the Board of Selectmen's Office by the Review Deadline Date so that the Board of Selectmen can consider your recommendation.

Approved Modifications Needed Disapprove

Comments:
(If your recommendation is not "Approved", please specify/illustrate reasons why.)

Signed Title DPW Supt.

Date 9/29/15

Town of Ayer
Board of Selectmen's Office
Transmittal Form – Department Head Review



_____	Board of Health	Review Deadline Date	<u>October 1, 2015</u>
_____	Department of Public Works	Public Hearing Date	<u>October 6, 2015</u>
<u>X</u> _____	Police Department		
_____	Fire Department		
_____	Building Inspector/Zoning Enforcement Officer		
_____	Conservation Committee		
_____	Tax Collector		
_____	Assessor's Office		
_____	Planning Board		

Permit Sought: Class II Motor Vehicle Dealership License

Description: Have permission from owner (see attached) , no more than 10 vehicles at a time

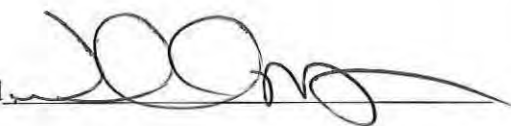
Submitted by Pavel (Paul) Shumilovskiy, Power of Honesty, Inc. Date September 28, 2015

Address 179 West Main Street Telephone 781-593-2016 Attorney Ken Shutzer

This plan is submitted for your review, comments, and recommendations. Please return to the Board of Selectmen's Office by the Review Deadline Date so that the Board of Selectmen can consider your recommendation.

Approved Modifications Needed Disapprove

Comments:
(If your recommendation is not "Approved", please specify/illustrate reasons why.)

Signed, 

Title Chief of Police

Date 9/29/15

Town of Ayer
Board of Selectmen's Office
Transmittal Form – Department Head Review



_____ Board of Health
_____ Department of Public Works
 Police Department
 Fire Department
_____ Building Inspector/Zoning Enforcement Officer
_____ Conservation Committee
_____ Tax Collector
_____ Assessor's Office
_____ Planning Board

Review Deadline Date October 1, 2015
Public Hearing Date October 6, 2015

Permit Sought: Class II Motor Vehicle Dealership License

Description Have permission from owner (see attached) , no more than 10 vehicles at a time

Submitted by Pavel (Paul) Shumilovskiy, Power of Honesty, Inc. Date September 28, 2015

Address 179 West Main Street Telephone 781-593-2016 Attorney Ken Shutzer

This plan is submitted for your review, comments, and recommendations. Please return to the Board of Selectmen's Office by the Review Deadline Date so that the Board of Selectmen can consider your recommendation.

Approved _____ Modifications Needed _____ Disapprove

Comments:
(If your recommendation is not "Approved", please specify/illustrate reasons why.)

Signed 

Title Fire Chief

Date 10-8-15

Town of Ayer
Board of Selectmen's Office
Transmittal Form – Department Head Review



_____ Board of Health
_____ Department of Public Works
_____ Police Department
_____ Fire Department
X _____ Building Inspector/Zoning Enforcement Officer
_____ Conservation Committee
_____ Tax Collector
_____ Assessor's Office
_____ Planning Board

Review Deadline Date October 1, 2015
Public Hearing Date October 6, 2015

Permit Sought: Class II Motor Vehicle Dealership License

Description Have permission from owner (see attached) , no more than 10 vehicles at a time

Submitted by Pavel (Paul) Shumilovskiy, Power of Honesty, Inc. Date September 28, 2015

Address 179 West Main Street Telephone 781-593-2016 Attorney Ken Shutzer

This plan is submitted for your review, comments, and recommendations. Please return to the Board of Selectmen's Office by the Review Deadline Date so that the Board of Selectmen can consider your recommendation.

_____ Approved _____ Modifications Needed _____ Disapprove

Comments: NO OBJECTIONS-
(If your recommendation is not "Approved", please specify/illustrate reasons why.)

Signed 

Title BUILD. COMM.

Date 1. OCT '15

Town of Ayer
Board of Selectmen's Office
Transmittal Form – Department Head Review



_____ Board of Health
_____ Department of Public Works
_____ Police Department
_____ Fire Department
 Building Inspector/Zoning Enforcement Officer
_____ Conservation Committee
_____ Tax Collector
_____ Assessor's Office
_____ Planning Board

Review Deadline Date October 1, 2015
Public Hearing Date October 6, 2015

Permit Sought: Class II Motor Vehicle Dealership License

Description Have permission from owner (see attached) , no more than 10 vehicles at a time


Submitted by Pavel (Paul) Shumilovskiy, Power of Honesty, Inc. Date September 28, 2015

Address 179 West Main Street Telephone 781-593-2016 Attorney Ken Shutzer

This plan is submitted for your review, comments, and recommendations. Please return to the Board of Selectmen's Office by the Review Deadline Date so that the Board of Selectmen can consider your recommendation.

Approved _____ Modifications Needed _____ Disapprove

Comments: I'd like to know about a spill plan for the various fluids that may be exchanged on site. Oils, etc
(If your recommendation is not "Approved", please specify/illustrate reasons why.)

Signed  Title Conservation Administrator

Date 9/29/2015

Town of Ayer
Board of Selectmen's Office
Transmittal Form – Department Head Review



_____	Board of Health	Review Deadline Date	<u>October 1, 2015</u>
_____	Department of Public Works	Public Hearing Date	<u>October 6, 2015</u>
_____	Police Department		
_____	Fire Department		
_____	Building Inspector/Zoning Enforcement Officer		
_____	Conservation Committee		
<input checked="" type="checkbox"/>	Tax Collector		
_____	Assessor's Office		
_____	Planning Board		

Permit Sought: Class II Motor Vehicle Dealership License

Description Have permission from owner (see attached) , no more than 10 vehicles at a time

Submitted by Pavel (Paul) Shumilovskiy, Power of Honesty, Inc. Date September 28, 2015

Address 179 West Main Street Telephone 781-593-2016 Attorney Ken Shutzer

This plan is submitted for your review, comments, and recommendations. Please return to the Board of Selectmen's Office by the Review Deadline Date so that the Board of Selectmen can consider your recommendation.

Approved _____ Modifications Needed _____ Disapprove

Comments:
(If your recommendation is not "Approved", please specify/illustrate reasons why.)

Signed *Susan Copeland* Title *Tax Collector & Town Clerk*
Date *September 28, 2015*

Town of Ayer
Board of Selectmen's Office
Transmittal Form – Department Head Review



_____	Board of Health	Review Deadline Date	<u>October 1, 2015</u>
_____	Department of Public Works	Public Hearing Date	<u>October 6, 2015</u>
_____	Police Department		
_____	Fire Department		
_____	Building Inspector/Zoning Enforcement Officer		
_____	Conservation Committee		
_____	Tax Collector		
<u>X</u>	Assessor's Office		
_____	Planning Board		

RECEIVED
SEP 28 2015
TOWN OF AYER
ASSESSORS OFFICE

Permit Sought: Class II Motor Vehicle Dealership License

Description: Have permission from owner (see attached) , no more than 10 vehicles at a time

Submitted by Pavel (Paul) Shumilovskiy, Power of Honesty, Inc. Date September 28, 2015

Address 179 West Main Street Telephone 781-593-2016 Attorney Ken Shutzer

This plan is submitted for your review, comments, and recommendations. Please return to the Board of Selectmen's Office by the Review Deadline Date so that the Board of Selectmen can consider your recommendation.

J Approved _____ Modifications Needed _____ Disapprove _____

Comments:
(If your recommendation is not "Approved", please specify/illustrate reasons why.)

Signed Thom Ayer

Title Assessing Administrator

Date 9/29/15

Town of Ayer
Board of Selectmen's Office
Transmittal Form – Department Head Review



_____ Board of Health
_____ Department of Public Works
_____ Police Department
_____ Fire Department
_____ Building Inspector/Zoning Enforcement Officer
_____ Conservation Committee
_____ Tax Collector
_____ Assessor's Office
X _____ Planning Board

Review Deadline Date October 1, 2015
Public Hearing Date October 6, 2015



Permit Sought: Class II Motor Vehicle Dealership License

Description Have permission from owner (see attached) , no more than 10 vehicles at a time

Submitted by Pavel (Paul) Shumilovskiy, Power of Honesty, Inc. Date September 28, 2015

Address 179 West Main Street Telephone 781-593-2016 Attorney Ken Shutzer

This plan is submitted for your review, comments, and recommendations. Please return to the Board of Selectmen's Office by the Review Deadline Date so that the Board of Selectmen can consider your recommendation.

J Approved _____ Modifications Needed _____ Disapprove

Comments:

(If your recommendation is not "Approved", please specify/illustrate reasons why.)

Planning board has no jurisdiction over business license.

Signed Jeremy Callahan

Title Chair, Ayer Planning Board

Date 9/30/2015



RECEIVED
OCT 01 2015

TOWN OF AYER
SELECTMEN'S OFFICE

October 1, 2015

The Town of Ayer
c/o Robert Pontbriand – Town Administrator
1 Main Street
Ayer, MA 01432

RE: IMPACT OF "CULTIVATION ONLY" FACILITY IN AYER, MA

Dear Mr. Pontbriand:

Per your request, the purpose of this correspondence is to explain in greater detail the meaning of a Cultivation-Only Facility ("CF") and its potential impact on the community of Ayer in regard to traffic, activity, safety, and security.

What is a Cultivation-Only Facility?

Pursuant to 105 CMR 725.100, Medical Marijuana Treatment Center means a not-for-profit entity, to be known as a registered marijuana dispensary (RMD), that acquires, cultivates, possesses, processes (including development of related products such as edible Marijuana Infused Products ("MIPs"), tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers. Unless otherwise specified, RMD refers to the site(s) of dispensing, cultivation, and preparation of marijuana.

A CF will be devoted solely to the growing, processing, and production of marijuana and MIPs. No retail activity will occur at the CF. All marijuana and MIPs created at the CF will be transported to a separate retail dispensary where they will be available for sale to qualified registered patients.

Who will have access to the CF?

Access the CF will be strictly limited to the minimum number of Seven Point employees essential for efficient operations. Access will also be available anytime to local regulatory and health officials, local law enforcement officials, security personnel, and the Massachusetts Department of Public Health ("DPH"). The public will not be allowed in the CF, in any circumstance, and no sales of marijuana or MIPs will take place at the CF.

We expect to employ twenty (20) Full Time Employees ("FTEs") to run the CF in year one (2), thirty (30) FTEs in year two (2), and up to fifty (50) FTEs in all subsequent years. All employees are required to undergo background checks and be certified/registered by the DPH pursuant to 105 CMR 725.030.

All outside vendors, contractors, and visitors must obtain a visitor identification badge prior to accessing the CF, and shall be escorted at all times by a dispensary agent authorized to enter the CF. The visitor identification badge must be visibly displayed at all times while the visitor is in the CF. All visitors will be logged in and out, and that log shall be available for inspection by the DPH and local authorities at all times. All visitor identification badges shall be returned to the CF upon exit.

What will the exterior of the CF look like?

The exterior of the building will be redone and will have a clean aesthetically pleasing appearance. There will be no exterior signage indicating that the building is a CF. There will be discreet security cameras around the perimeter of the building, all entrances and exits, and the parking facility. The building will be well-maintained and

PHONE
(617) 307-4728

FAX
(617) 307-4729

ADDRESS
109 STATE STREET, SUITE 404
BOSTON, MA 02109

landscaped throughout the year. We have attached a general rendering for your review. (Please see CF General Rendering, attached as Exhibit # 1.)

How will the CF affect traffic in the area?

We do not expect the CF to have any increased impact on traffic in Ayer. The amount of traffic will be the same or less than any other business with a comparable number of employees operating in the same space. As previously mentioned, access to the CF will be limited to essential employees, and local and state law enforcement and regulatory officials.

As a comparison, a traffic study was conducted for a client who is opening a RMD with cultivation and retail in Quincy, Massachusetts and it was determined that there would not be an adverse impact on traffic in Quincy, even with the additional patient traffic. That client was granted a special permit by the Zoning Board of Appeals in Quincy.

What kind of activity can we expect around the CF?

The activity around the CF will be limited to employees and state and local inspectors. Employees will work in shifts, with the majority during the day, and a skeleton crew at night. Additionally, we will have delivery vans taking marijuana and MIPs from the CF to our retail locations.

Pursuant to 105 CMR 725.110, we will ensure that marijuana is: (a) transported in a secure, locked storage compartment that is part of the vehicle transporting the marijuana; (b) not visible from outside the vehicle; and (c) transported in a vehicle that bears no markings that indicate that the vehicle is being used to transport marijuana nor indicates the name of the RMD.

Will there be noise, odors and lights from the CF?

We will use carbon air filters to prevent odors related to the cultivation and production of marijuana from escaping the CF. The activities at the CF will not create any significant noise. As the cultivation will take place indoors, we will not have any intense lights visible from the outside, and any offsite lumens from the parking lot will be minimal.

Please do not hesitate with any additional questions regarding Seven Point of Massachusetts, Inc. or the medical use of marijuana program.

Very truly yours,



Digitally signed by Valerio Romano
DN: cn=Valerio Romano, o=VGR Law Firm, ou=Attorney, email=valerio@vgrlawfirm.com, c=US
Date: 2015.10.01 15:25:29 -04'00'

Valerio Romano, Esq.

VGR/bk

Enclosures: CF Rendering

PHONE
(617) 307-4728

FAX
(617) 307-4729

ADDRESS
109 STATE STREET, #404
BOSTON, MA 02109



- A. Groton-Shirley Road
- B. Boston & Maine Railroad
- C. Controlled access point
- D. Internal driveway
- E. Perimeter fence
- F. Parking (permeable surface)
- G. Main entrance
- H. L-shaped office building
- I. Extensive green roof over office
- J. Secured receiving / delivery patio
- K. Extensive green roof over cultivation
 - Reduce rainwater run-off and enhance building insulation
- L. Cultivation building
- M. Low maintenance, native plantings utilized across site in accordance with 105 CMR 725.110 (A) (11)

SEVEN POINT.

SEVEN POINT OF MASSACHUSETTS
 99 FITCHBURG ROAD // AYER, MASSACHUSETTS

Conceptual design by **CURIOSO**

This is a draft rendering of a proposed medical marijuana cultivation facility prepared in October 2015. The material is provided for informational and illustrative purposes only. None of the information provided here has been filed with or approved by any of the applicable state or local bodies who may have jurisdiction of the approval of the project. All renderings and drawings are proposed and are considered an artist's rendering for conceptual purposes only and are subject to change.

SECTION C: LETTER OF SUPPORT OR NON-OPPOSITION

*Attach a letter of support or non-opposition, using one of the templates below (Option A or B), signed by the local municipality in which the applicant intends to locate a dispensary. The applicant may choose to use either template, in consultation with the host community. If the applicant is proposing a dispensary location and a separate cultivation/processing location, the applicant **must** submit a letter of support or non-opposition from **both** municipalities. This letter may be signed by (a) the Chief Executive Officer/Chief Administrative Officer, as appropriate, for the desired municipality; or (b) the City Council, Board of Alderman, or Board of Selectmen for the desired municipality. **The letter of support or non-opposition must contain the language as provided below. The letter must be printed on the municipality's official letterhead.***

Template Option A: Use this language if signatory is a Chief Executive Officer/Chief Administrative Officer

I, [Name of person], do hereby provide [support/non-opposition] to [name of non-profit organization] to operate a Registered Marijuana Dispensary ("RMD") in [name of city or town].

I have verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Name and Title of Individual

Signature

Date

Template Option B: Use this language if signatory is acting on behalf of a City Council, Board of Alderman, or Board of Selectman

The [name of council/board], does hereby provide [support/non-opposition] to [name of non-profit organization] to operate a Registered Marijuana Dispensary in [name of city or town]. I have been authorized to provide this letter on behalf of the [name of council/board] by a vote taken at a duly noticed meeting held on [date].

The [name of council/board] has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Name and Title of Individual (or person authorized to act on behalf of council or board) *(add more lines for names if needed)*

Signature *(add more lines for signatures if needed)*

Date

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: _____



Town of Ayer

ANNUAL TOWN MEETING WARRANT

[*FINAL DRAFT AS OF OCTOBER 2, 2015, as Prepared by T.A.]**

Ayer Town Hall ~ Great Hall
1 Main Street, Ayer, MA 01432
October 26, 2015 @ 7:00 p.m.

Commonwealth of Massachusetts
Middlesex, ss.

GREETINGS:

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of the Town of Ayer qualified to vote in Town Elections and Affairs to meet at the Great Hall in the Ayer Town Hall located at 1 Main Street, Ayer Massachusetts on Monday, the Twenty-sixth (26th) day of October, 2015, at seven o'clock in the evening (7:00 p.m.) then and there to act on the following articles:

Hereof fail not and make due return of this warrant with your doings thereof to the Town Clerk before the date appointed for said meeting.

Given under our hands this 6th day of October AD 2015.

Jannice L. Livingston, Chairman

Gary J. Luca, Vice-Chairman

Christopher R. Hillman, Clerk

AYER BOARD OF SELECTMEN

Any persons needing disability related assistance (such as signing, etc.) at the town meeting please contact the Selectmen's Office at 978-772-8220 before October 19, 2015. We shall make every reasonable effort to assist you. Large print version of the text of this warrant is available upon request.

*October 2015 Special Fall Town Meeting Warrant
Ayer, Massachusetts
FINAL DRAFT AS OF OCTOBER 2, 2015*

ARTICLE 1: Pay Prior Year Bills

To see if the Town will vote to raise and appropriate the following amount to pay unpaid bills of Fiscal Year 2015, as authorized under General Laws Chapter 44, or take any action thereon or in relation thereto:

Department	Vendor	Amount
Treasurer	First Southwest	\$4,300.00
Assessors	LD Products	\$21.24
Benefits and Payroll	LD Products	\$119.98
DPW	LD Products	\$53.93
Eco. & Com. Devel.	LD Products	\$25.49
<u>Total:</u>		<u>\$4,520.64</u>

Sponsor: Board of Selectmen
Finance Committee:

4/5ths Vote Required

ARTICLE 2: Non-Union Classification and Compensation Plan

To see if the Town will vote to amend the Personnel Policy to replace the existing non-union classification and compensation plan with the following classification and compensation plan (see next page) as set forth by the HRS Non-Union Classification and Compensation Study as authorized by the 2013 Special Fall Town Meeting or take any action thereon or in relation thereto.

Sponsor: Personnel Board (*Public Hearing Held on September 2, 2015*)
Board of Selectmen:
Finance Committee:

Simple Majority Vote Required

Town of Ayer
FY 2016: 2% COLA

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
7	Hourly	\$ 18.78	\$ 19.25	\$ 19.73	\$ 20.22	\$ 20.73	\$ 21.25	\$ 21.78	\$ 22.32	\$ 22.88	\$ 23.45	\$ 24.04
	Weekly	\$ 751.20	\$ 770.00	\$ 789.20	\$ 808.80	\$ 829.20	\$ 850.00	\$ 871.20	\$ 892.80	\$ 915.20	\$ 938.00	\$ 961.60
	Annual	\$ 39,212.64	\$ 40,194.00	\$ 41,196.24	\$ 42,219.36	\$ 43,284.24	\$ 44,370.00	\$ 45,476.64	\$ 46,604.16	\$ 47,773.44	\$ 48,963.60	\$ 50,195.52
8	Hourly	\$ 20.66	\$ 21.18	\$ 21.71	\$ 22.25	\$ 22.81	\$ 23.38	\$ 23.96	\$ 24.56	\$ 25.17	\$ 25.80	\$ 26.45
	Weekly	\$ 826.40	\$ 847.20	\$ 868.40	\$ 890.00	\$ 912.40	\$ 935.20	\$ 958.40	\$ 982.40	\$ 1,006.80	\$ 1,032.00	\$ 1,058.00
	Annual	\$ 43,138.08	\$ 44,223.84	\$ 45,330.48	\$ 46,458.00	\$ 47,627.28	\$ 48,817.44	\$ 50,028.48	\$ 51,281.28	\$ 52,554.96	\$ 53,870.40	\$ 55,227.60
9	Hourly	\$ 22.73	\$ 23.30	\$ 23.88	\$ 24.48	\$ 25.09	\$ 25.72	\$ 26.36	\$ 27.02	\$ 27.70	\$ 28.39	\$ 29.10
	Weekly	\$ 909.20	\$ 932.00	\$ 955.20	\$ 979.20	\$ 1,003.60	\$ 1,028.80	\$ 1,054.40	\$ 1,080.80	\$ 1,108.00	\$ 1,135.60	\$ 1,164.00
	Annual	\$ 47,460.24	\$ 48,650.40	\$ 49,861.44	\$ 51,114.24	\$ 52,387.92	\$ 53,703.36	\$ 55,039.68	\$ 56,417.76	\$ 57,837.60	\$ 59,278.32	\$ 60,760.80
10	Hourly	\$ 25.00	\$ 25.63	\$ 26.27	\$ 26.93	\$ 27.60	\$ 28.29	\$ 29.00	\$ 29.73	\$ 30.47	\$ 31.23	\$ 32.01
	Weekly	\$ 1,000.00	\$ 1,025.20	\$ 1,050.80	\$ 1,077.20	\$ 1,104.00	\$ 1,131.60	\$ 1,160.00	\$ 1,189.20	\$ 1,218.80	\$ 1,249.20	\$ 1,280.40
	Annual	\$ 52,200.00	\$ 53,515.44	\$ 54,851.76	\$ 56,229.84	\$ 57,628.80	\$ 59,069.52	\$ 60,552.00	\$ 62,076.24	\$ 63,621.36	\$ 65,208.24	\$ 66,836.88
11	Hourly	\$ 27.50	\$ 28.19	\$ 28.89	\$ 29.61	\$ 30.35	\$ 31.11	\$ 31.89	\$ 32.69	\$ 33.51	\$ 34.35	\$ 35.21
	Weekly	\$ 1,100.00	\$ 1,127.60	\$ 1,155.60	\$ 1,184.40	\$ 1,214.00	\$ 1,244.40	\$ 1,275.60	\$ 1,307.60	\$ 1,340.40	\$ 1,374.00	\$ 1,408.40
	Annual	\$ 57,420.00	\$ 58,860.72	\$ 60,322.32	\$ 61,825.68	\$ 63,370.80	\$ 64,957.68	\$ 66,586.32	\$ 68,256.72	\$ 69,968.88	\$ 71,722.80	\$ 73,518.48
12	Hourly	\$ 30.25	\$ 31.01	\$ 31.79	\$ 32.58	\$ 33.39	\$ 34.22	\$ 35.08	\$ 35.96	\$ 36.86	\$ 37.78	\$ 38.72
	Weekly	\$ 1,210.00	\$ 1,240.40	\$ 1,271.60	\$ 1,303.20	\$ 1,335.60	\$ 1,368.80	\$ 1,403.20	\$ 1,438.40	\$ 1,474.40	\$ 1,511.20	\$ 1,548.80
	Annual	\$ 63,162.00	\$ 64,748.88	\$ 66,377.52	\$ 68,027.04	\$ 69,718.32	\$ 71,451.36	\$ 73,247.04	\$ 75,084.48	\$ 76,963.68	\$ 78,884.64	\$ 80,847.36
13	Hourly	\$ 33.28	\$ 34.11	\$ 34.96	\$ 35.83	\$ 36.73	\$ 37.65	\$ 38.59	\$ 39.55	\$ 40.54	\$ 41.55	\$ 42.59
	Weekly	\$ 1,331.20	\$ 1,364.40	\$ 1,398.40	\$ 1,433.20	\$ 1,469.20	\$ 1,506.00	\$ 1,543.60	\$ 1,582.00	\$ 1,621.60	\$ 1,662.00	\$ 1,703.60
	Annual	\$ 69,488.64	\$ 71,221.68	\$ 72,996.48	\$ 74,813.04	\$ 76,692.24	\$ 78,613.20	\$ 80,575.92	\$ 82,580.40	\$ 84,647.52	\$ 86,756.40	\$ 88,927.92
14	Hourly	\$ 36.61	\$ 37.53	\$ 38.47	\$ 39.43	\$ 40.42	\$ 41.43	\$ 42.47	\$ 43.53	\$ 44.62	\$ 45.74	\$ 46.88
	Weekly	\$ 1,464.40	\$ 1,501.20	\$ 1,538.80	\$ 1,577.20	\$ 1,616.80	\$ 1,657.20	\$ 1,698.80	\$ 1,741.20	\$ 1,784.80	\$ 1,829.60	\$ 1,875.20
	Annual	\$ 76,441.68	\$ 78,362.64	\$ 80,325.36	\$ 82,329.84	\$ 84,396.96	\$ 86,505.84	\$ 88,677.36	\$ 90,890.64	\$ 93,166.56	\$ 95,505.12	\$ 97,885.44
15	Hourly	\$ 40.27	\$ 41.28	\$ 42.31	\$ 43.37	\$ 44.45	\$ 45.56	\$ 46.70	\$ 47.87	\$ 49.07	\$ 50.30	\$ 51.56
	Weekly	\$ 1,610.80	\$ 1,651.20	\$ 1,692.40	\$ 1,734.80	\$ 1,778.00	\$ 1,822.40	\$ 1,868.00	\$ 1,914.80	\$ 1,962.80	\$ 2,012.00	\$ 2,062.40
	Annual	\$ 84,083.76	\$ 86,192.64	\$ 88,343.28	\$ 90,556.56	\$ 92,811.60	\$ 95,129.28	\$ 97,509.60	\$ 99,952.56	\$ 102,458.16	\$ 105,026.40	\$ 107,657.28
16	Hourly	\$ 44.30	\$ 45.41	\$ 46.55	\$ 47.71	\$ 48.90	\$ 50.12	\$ 51.37	\$ 52.65	\$ 53.97	\$ 55.32	\$ 56.70
	Weekly	\$ 1,772.00	\$ 1,816.40	\$ 1,862.00	\$ 1,908.40	\$ 1,956.00	\$ 2,004.80	\$ 2,054.80	\$ 2,106.00	\$ 2,158.80	\$ 2,212.80	\$ 2,268.00
	Annual	\$ 92,498.40	\$ 94,816.08	\$ 97,196.40	\$ 99,618.48	\$ 102,103.20	\$ 104,650.56	\$ 107,260.56	\$ 109,933.20	\$ 112,689.36	\$ 115,508.16	\$ 118,389.60
17	Hourly	\$ 48.73	\$ 49.95	\$ 51.20	\$ 52.48	\$ 53.79	\$ 55.13	\$ 56.51	\$ 57.92	\$ 59.37	\$ 60.85	\$ 62.37
	Weekly	\$ 1,949.20	\$ 1,998.00	\$ 2,048.00	\$ 2,099.20	\$ 2,151.60	\$ 2,205.20	\$ 2,260.40	\$ 2,316.80	\$ 2,374.80	\$ 2,434.00	\$ 2,494.80
	Annual	\$ 101,748.24	\$ 104,295.60	\$ 106,905.60	\$ 109,578.24	\$ 112,313.52	\$ 115,111.44	\$ 117,992.88	\$ 120,936.96	\$ 123,964.56	\$ 127,054.80	\$ 130,228.56

10% Between Grades / 2.5% Between Steps
40 Hours Per Week / 52.2 Weeks Per Year

October 2015 Special Fall Town Meeting Warrant
Ayer, Massachusetts
FINAL DRAFT AS OF OCTOBER 2, 2015

ARTICLE 3: Funding of Non-Union Classification and Compensation Plan

To see if the Town will vote to raise and appropriate or transfer from available funds, the sum of \$86,367.09 to fund the Non-Union Classification and Compensation Plan as set forth in Article 2 or take any action thereon or in relation thereto.

Sponsor: Personnel Board
Board of Selectmen:
Finance Committee:

Simple Majority Vote Required

Explanatory Note: The cost to implement the Non-Union Classification and Compensation Plan as set forth by the HRS Study and approved by the Personnel Board is \$86,367.09. This cost is retroactive to July 1, 2015.

ARTICLE 4: Salaries of Elected Officials

To see if the Town will vote to adjust the salary and compensation of the following elected officers of the Town of Ayer: Town Clerk; Tax Collector; and Treasurer in accordance with the salaries and funding set forth in Article 2 and Article 3 aforementioned in this warrant, as provided by Section 108, Chapter 41 of the General Laws, as amended, or take any action thereon or in relation thereto.

Sponsor: Board of Selectmen
Finance Committee:

Two-Thirds Majority Vote Required

Explanatory Note: This article is required as Town Meeting sets the salaries of elected officials pursuant to MGL Chapter 41, Section 108. If Articles 2 and 3 are passed, Town Meeting would need to pass Article 4 to adjust the salaries of the Town Clerk; Tax Collector; and Treasurer to reflect the changes set forth by the Non-Union Classification and Compensation Plan in Article 2 and as funded by Article 3.

ARTICLE 5: Supplemental Appropriation for Fire Chief's Personnel Services Contract – Emergency Management Director Stipend

To see if the Town will vote to raise and appropriate or transfer from available funds, the sum of \$2,340.00 to fund the Fire Chief's Personnel Services Contract for the Emergency Management Director Stipend; or take any action thereon or in relation thereto.

Sponsor: Board of Selectmen
Finance Committee:

Simple Majority Vote Required

Explanatory Note: As result of the contract negotiations between the Board of Selectmen and the Fire Chief, the Parties mutually agreed and executed in a contract effective July 1, 2015 that the Chief shall receive a sum equivalent to five percent (5%) of his base salary for his duties and services as Emergency Management Director. This amount is \$4,840.00. The FY 2016 Budget which was set and approved prior to the conclusion of the Contract Negotiations had budgeted \$2,500 for this stipend. Therefore the difference of \$4,840.00 as negotiated in the contract and the FY 2016 Budgeted amount of \$2,500.00 is \$2,340.00. Note: Because this amount is 5% of the Fire Chief's Base Pay, if Articles 2 and 3 aforementioned are passed by Town Meeting than this amount will need to be amended higher to reflect 5% of the Fire Chief's Base Pay per the adoption of the new classification and compensation plan.

October 2015 Special Fall Town Meeting Warrant
Ayer, Massachusetts
FINAL DRAFT AS OF OCTOBER 2, 2015

ARTICLE 6: Supplemental Appropriation for Planning Board Office Manager Position

To see if the Town will vote to raise and appropriate or transfer from available funds, the sum of \$13,070.00 to fund the Planning Board Office Manager Position; or take any action thereon or in relation thereto.

[PLACEHOLDER. REQUESTED IN SEPTEMBER 11, 2015 LETTER FROM PLANNING BOARD CHAIRMAN TRANSMITTED TO BOS AND FIN COM. TO BE REVIEWED AND DISCUSSED BY FIN COM ON SEPTEMBER 23, 2015 AND BOS ON OCTOBER 6, 2015]

Sponsor: Planning Board
Board of Selectmen:
Finance Committee:

Simple Majority Vote Required

ARTICLE 7: Transfer Article: Teenage Anxiety and Depression Solutions (TADS) Grant

To see if the Town will vote to raise and appropriate or transfer from available funds, the sum of \$4,000.00 to fund the Town's portion of the Teenage Anxiety and Depression Solutions (TADS) two (2) year contract (November 1, 2014 – October 31, 2016); or take any action thereon or in relation thereto.

Sponsor: Board of Selectmen
Finance Committee:

Simple Majority Vote Required

Explanatory Note: The Ayer Board of Selectmen in July 2014 after a presentation by the Ayer Shirley Regional School District (ASRSD) made a commitment to fund the Town's portion of this two (2) year contract for the Teenage Anxiety Depression Solutions (TADS) Grant. This Article in the amount of \$4,000 would be the second year payment from the Town. This grant funded program provides anxiety and depression solution and resources to students, parents, and families in the ASRSD.

ARTICLE 8: Holiday Lighting Fund

To see if the Town will vote to raise and appropriate or transfer from available funds, the sum of \$10,000.00 to fund the Town's Holiday Lighting Fund; or take any action thereon or in relation thereto.

Sponsor: Board of Selectmen
Finance Committee:

Simple Majority Vote Required

Explanatory Note: Established in 2012 by the Board of Selectmen, the Holiday Lighting Fund has been used to illuminate the Carlton Rotary in the past for the holiday season. The funding from this Article will be used to illuminate the Carlton Rotary; the entrances of the Ayer Town Hall; and the Downtown Light polls with holiday lights installed and maintained by a professional company. The lights would be activated after Thanksgiving thru New Year's. The total annual cost of this project is approximately \$20,000 with half of the funding from this article and half of the funds raised.

October 2015 Special Fall Town Meeting Warrant
Ayer, Massachusetts
FINAL DRAFT AS OF OCTOBER 2, 2015

**ARTICLE 9: Establishment of Ayer Shirley Regional School District
Stabilization Fund**

To see if the Town will vote to authorize the Ayer Shirley Regional School District to establish a Stabilization Fund in accordance with Chapter 71, Section 16G ½ of the Massachusetts General Laws, or take any other action thereon or in relation thereto.

Sponsor: Ayer Shirley Regional School Committee
Board of Selectmen:
Finance Committee:

Simple Majority Vote Required

Explanatory Note: This Article would authorize the Ayer Shirley Regional School District to establish a Stabilization Fund in accordance with MGL Chapter 71, Section 16G 1/2.

**ARTICLE 10: AUTHORIZATION TO GRANT EASEMENT OR LEASE
PORTION OF TOWN LAND (0 Park Street) FOR
DRIVEWAY (On Park Street)**

To see if the Town will vote to authorize the Board of Selectmen to grant an easement upon or lease a portion of Town-owned property, being 0 Park Street, Map 26, Lot 20, described in a deed dated August 11, 2015, recorded with the Middlesex South Registry of Deeds in Book _____, Page _____ for driveway purposes, for the benefit of __ Park Street, Map 26, Lot 21, as shown on a sketch plan on file with the Town Clerk, and to authorize the Board of Selectmen to enter into all agreements and to execute on behalf of the Town any and all instruments as may be necessary or convenient to effectuate the purpose of this article; or take any action thereon or in relation thereto.

Sponsor: Board of Selectmen
Finance Committee:

Majority Vote Required

**ARTICLE 11: Street Acceptance – Mulberry Circle; Calvin Street Extension;
Blueberry Circle; Hibiscus Lane; Magnolia Drive; and
Samantha Lane**

To see if the town will vote to accept the layout of Mulberry Circle; Calvin Street Extension; Blueberry Circle; Hibiscus Lane; Magnolia Drive; and Samantha Lane as public ways, the metes and bounds of which are on file in the Office of the Town Clerk, and to authorize the Board of Selectmen to acquire by gift, purchase or eminent domain, fee interest or easement in such public ways and any and all easements related thereto, and further, to authorize the Board of Selectmen to enter into all agreements and take all related actions necessary or appropriate to carry out this acquisition, on such terms and conditions as the Board of Selectmen deems appropriate; or take any action thereon or in relation thereto.

Sponsor: Board of Selectmen
Planning Board:

Simple Majority Vote Required

ARTICLE 12: WATER ENTERPRISE TRANSFER – CONSTRUCTION OF PINGRY HILL WATER STORAGE TANK

To see if the Town will transfer the sum of \$72,000 from the Water Enterprise Retained Earnings (Free Cash) (collected from Willow Road Development, LLC) to provide funds for the construction of the Pingry Hill Water Storage Tank and related water distribution system improvements, or take any action thereon or in relation thereto.

Explanatory Note: This article would transfer the sum of \$72,000 in certified water enterprise retained earnings as collected from the Willow Road Development, LLC to provide funds for the construction of the Pingry Hill Water Storage Tank (which has a total cost of \$250,000).

Sponsor: Board of Selectmen
Finance Committee:

Simple Majority Vote Required

ARTICLE 13: EXTENSION OF SEWER LINE ON WESTFORD ROAD INTO THE TOWN OF GROTON

To see if the Town will vote to authorize the extension of the Town’s sewer line on Westford Road from approximately Nemco Way into the Town of Groton to provide sewer to the Groton Four Corners Area; or take any action thereon or in relation thereto.

Explanatory Note: The Town of Groton has requested a sewer interconnection to the Ayer wastewater collection and treatment system to provide sewer service to the Four Corners area (Route 119 and Sandy Pond Road). Ayer has adequate capacity to serve this area and the project will include expanding sewer service to Ayer businesses and residents on Westford Road.

Sponsor: Board of Selectmen
Finance Committee:

Simple Majority Vote Required

ARTICLE 14: BYLAW AMENDMENT – AUTHORITY OF THE TOWN MODERATOR

To see if the Town will vote to amend the Town’s General Bylaws, Article 1, Town Meeting, by inserting the following new provision:

Section 6. Authority of the Town Moderator: If in consideration of a warrant article at Town Meeting a two-thirds vote is required by statute for passage of such article, the Moderator may declare the vote to be a two-thirds vote without a count, provided, however, that if the vote is immediately questioned by one (1) or more voters, a count shall be taken; or take any action thereon or in relation thereto.

Sponsor: Board of Selectmen
Finance Committee:

Simple Majority Vote Required

ARTICLE 15: BYLAW AMENDMENT – BYLAW XL NUISANCE BYLAW

To see if the Town will vote to amend the Town's General Bylaws, Article XL, Nuisances, by inserting the following new provision(s):

AUTHORITY AND PURPOSE

Pursuant to the general powers granted to cities and towns by Article 89 of the Amendments to the Massachusetts Constitution, and the specific powers granted by Massachusetts General Laws, Chapter 139, Sections 1-3A, this Bylaw is adopted for the prevention of future nuisances and the removal of existing nuisances within the Town, which nuisances constitute a hazard of blight, or adversely affect property values.

DEFINITIONS

- A) Blight - Any condition that seriously impairs the value, condition, strength, durability or appearance of real property, including real property owned or occupied by an Interested Party as defined in section 2F.
- B) Building - A structure, whether portable or fixed, with exterior walls or firewalls and a roof, built, erected or framed, of a combination of any materials, to form shelter for persons, animals, or property. Also, see 2K.
- C) Dilapidated - A condition of decay or partial ruin by reason of neglect, misuse, or deterioration. The term includes, but is not limited to:
 - Property having deteriorated roofs, foundations or floors, including broken or inadequately secured windows or doors;
 - Personal property that is broken, rusted, worn, partially or wholly dismantled or otherwise due to deterioration is unsuitable for the purpose for which designed.
- D) Enforcement Authority – This Bylaw shall be enforced by the Building Commissioner, or his designee (i.e., Assistant Zoning Enforcement Officer, Alternate Building Inspector) and/or the Ayer Police Department. The Board of Health and/or Nashoba Associated Boards of Health shall enforce this bylaw as it relates to the State Sanitary Code
- E) Hazard - A condition likely to expose persons to injury, or property to damage, loss or destruction.
- F) Interested Parties - In connection with the notification requirements of this bylaw Interested Parties are the Enforcement Authority; owner(s) and/or occupants of property which is the subject of a hearing; owners and/or occupants of property directly opposite the subject property on any public or private street or way, owners and/or occupants of property abutting the subject property, and owners and/or occupants of property abutting, and that is within 300 feet of, the property line of the subjected property. Other persons who own or

occupy property and who demonstrate to the satisfaction of the Enforcement Authority that they are affected by the condition of the property or building that is the subject of a hearing may be regarded as Interested Parties by the Enforcement Authority.

G) Nuisance - Any substantial interference with the common interest of the general public in the maintaining decent, safe, and sanitary structures that are not dilapidated, and neighborhoods, when such interference results from the hazardous or blighted condition of private property, land or buildings. Any substantial interference with any public place, street or private way to include the placement of snow, ice and any other debris that interferes with safe passage on any public roadway or sidewalk. The fact that a particular structure or use may be permitted under the Zoning Bylaw does not create an exemption from the application of this bylaw. The term includes but is not limited to:

(a) burned structures not otherwise lawfully habitable or usable,

(b) dangerous or unsafe structures or personal property,

(c) overgrown vegetation which may harbor rats and vermin, conceal pools of stagnant water or other nuisances, or which is otherwise detrimental to neighboring properties or property values,

(d) dead, decayed, diseased or hazardous trees, debris or trash,

(e) signs that block or obscure the line of site for vehicular and/or pedestrian traffic

(f) personal property that is exposed to the elements without protection against deterioration, rust or dilapidation,

(g) vehicles, machinery or mechanical equipment or parts thereof that are located on soil, grass or other porous surfaces that may result in the destruction of vegetation or contamination of soil,

H. Occupant - A person who occupies real property with the consent of the owner as a lessee, tenant at will, licensee or otherwise. The singular use of the term includes the plural when the context so indicates.

I. Owner - Every person who alone or jointly or severally with others (a) has legal title to any building, structure or property to this Bylaw; or (b) has care, charge, or control of any such building structure or property in any capacity including but not limited to agent, executor, executrix, administrator, administratrix, trustee or guardian of the estate of the holder of legal title; or (c) lessee under a written letter agreement; or (d) mortgage in possession; or (e) agent, trustee or other person appointed by the courts.

- J. Responsible Party - The owner or occupant (in the case of real property) of property that is the subject of proceedings under this by-law. The singular use of the term includes the plural when the context so indicates.
- K. Structure - A combination of materials, whether wholly or partially level with, above or below the surface of the ground, whether permanent or temporary, assembled at a fixed location to give support, shelter or enclosure such as a building, (see above), framework, retaining wall, stand, platform, bin, fence (having a height at any point of six feet or greater above grade), parking area sign, flagpole, or mast for an antenna or the like.

3. ADMINISTRATION AND ENFORCEMENT

- A. **Enforcement** - If the Enforcement Authority shall be informed or have reason to believe that any provision of this Bylaw has been, is being, or is likely to be violated, he shall make or cause to be made an investigation of the facts, including an investigation of the property where the violation may exist. If the Enforcement Authority finds any violation they shall give immediate notice in writing to the Owner and to the Occupant of the premises. In making such inspection, the Enforcement Authority shall have such right of access to premises that may be lawfully exercised by him under the laws and constitution of the Commonwealth or of the United States.

If, after such notice and order, the Owner or Occupant fails to obey any lawful order of the Enforcement Authority with respect to any violation of the provisions of this Bylaw, the Enforcement Authority may make complaint to the Superior Court or any court of competent jurisdiction. Any injunction or order restraining any further use of the premises and the continuation of the violation and shall take such other action as is necessary to enforce the provisions of this Bylaw.

In addition to the foregoing remedy, whoever violates any provision of this Bylaw or fails to obey any lawful order issued by the Enforcement Authority in enforcing this Bylaw shall be liable to a fine of not more than three hundred (\$300.00) for each violation. Each violation of this Bylaw shall constitute a separate offense. Each day that any such violation continues shall constitute a separate offense.

The Enforcement Authority may require disclosure to him/her of the identity of the person bringing a complaint of nuisance. The Enforcement Authority may require that such complaint be made under oath or subject to the penalties of perjury. If the Enforcement Authority determines that a reported condition may warrant immediate action, constitute a substantial violation of this Bylaw, or adversely affect protected interests of others than the complainant, the Enforcement Authority may commence action under this Bylaw without requiring the disclosure of the identity of the complainant.

If the Enforcement Authority determines that the condition is subject to the jurisdiction of the Board of Health or is a violation of the State Sanitary Code or any health regulation, in

addition to enforcing this Bylaw, he shall refer the matter to the Director of Public Health of the town appropriate slate or town officials for action.

During his investigation of the matter, the Enforcement Authority may consult, but is not required to do so, with any Interested Party in an attempt to obtain voluntary compliance with this Bylaw without the need to issue a notice of violation.

- A. **Notice to Complainant** - In any matter in which a complaint has been made by a person other than the Enforcement Authority, the Enforcement Authority shall promptly notify the complainant in advance of all conferences or proceedings concerning resolution of the nuisance complaint or of any enforcement action and the complainant shall be allowed to be present and to be heard.
- B. **Removal of Nuisance by Selectmen** - If the Responsible Party fails to remedy the nuisance upon notice from the Enforcement Authority to do so, the Board of Selectmen may cause the nuisance to be removed as provided in General Laws c. 139.
- C. **Review by the Town Administrator** - Any Interested Party who has filed a written complaint of a nuisance to the Enforcement Authority upon which complaint the Enforcement Authority has determined that the condition is not a nuisance, or has taken other action that the Interested Party claims is inadequate shall have a right to a review of the matter by the Town Administrator. At the request of such an Interested Party, the Town Administrator shall confer with the Enforcement Authority and shall recommend appropriate action to the Enforcement Authority and to the Board of Selectmen.
- D. **Reports by Enforcement Authority** - The Enforcement Authority shall file with the Town Administrator each month a report that shall include all complaints of nuisance made to him during the prior month; all proceedings begun by him under this Bylaw; all pending complaints and all investigations and enforcement actions taken by him or referred to the Commissioner of Public Health. The report shall state the location of the premises, a summary of the nature of the complaint, the name of the Responsible Party(ies), and the disposition or the status of the matter.

Sponsor: Board of Selectmen
Finance Committee:

Simple Majority Vote Required

ARTICLE 15: BYLAW AMENDMENT – BYLAW XXXVIII-A CONSULTANT BYLAW

To see if the Town will vote to amend the Town's General Bylaws, Article XXXVIII-A, Consultant Bylaw by rescinding the Bylaw in its entirety; or take any action thereon or in relation thereto.

Sponsor: Board of Selectmen
Finance Committee:

Simple Majority Vote Required

CITIZENS' PETITIONS

Senior Citizen Water and Sewer Bill Discount

To see if the Town will vote to allow Senior Citizens a twenty percent (20%) discount on water and sewerage bills. Senior Citizens "cannot keep up" with the rising costs of electricity, gas for autos, home heating, groceries, water and sewerage costs and it goes "on and on". Let's not forget the rising costs of medicines and health insurance. Many are also "trying to help" their grandchildren as much as possible that are living with their grandparents.

Sponsor: By Citizens' Petition submitted on September 14, 2015 (by the Town's deadline of Friday, September 22, 2015 at 12:30pm to Town Clerk). 101 signatures certified by Registrars of Voters.

Explanatory Note: Citizens' Petition printed verbatim in Warrant as submitted and certified. The original Citizens' Petition is on file at the Town Clerk's Office at the Ayer Town Hall.

A True Copy Attest: _____ Date: _____
Susan E. Copeland
Town Clerk & Tax Collector

As directed in the foregoing warrant, I have this day posted three attested copies in three public places, one of which was the Town Hall at least fourteen days before said meeting, all as herein directed.

Constable Date: _____

DEPARTMENT OF PUBLIC WORKS

Mark L. Wetzel, P.E., Superintendent
Pamela J. Martin, Business Manager



25 BROOK STREET
AYER, MASSACHUSETTS 01432
T: (978) 772-8240
F: (978) 772-8244

RECEIVED
OCT 01 2015

TOWN OF AYER
SELECTMEN'S OFFICE

MEMORANDUM

Date: September 30, 2015
To: Board of Selectmen
From: Mark Wetzel, P.E., Public Works Superintendent
Subject: **October 6 Meeting Agenda Items**

1. Request to the BOS to vote to execute layout of Calvin Street Extension, Blueberry Circle, Hibiscus Lane, Mulberry Circle, Magnolia Drive, and Samantha Lane as public ways in the Town. See attached motion.
2. **Transfer Station Paving Contract Execution** - Bids were opened for the Transfer Station Paving project on September 25. Three bids were received, ranging from \$82,000 to \$234,500. We are familiar with the low bidder, Sunshine Paving Corp from North Chelmsford, MA and checked references. All references were good. Attached is the Contract Agreement for the Transfer Station Paving Improvements for execution by the Board (4 sets). The contract amount is \$82,000. Sunshine Paving has provided Payment and Performance Bonds and Insurance Certificates in accordance with the contract documents. A full copy of the contract document is available with the Town Administrator.
3. **Transfer Station Concrete Pad Construction Contract Execution** - Bids were opened for the Transfer Station concrete pad construction project on September 25. One bid was received from Sunshine Paving Corp of North Chelmsford, MA in the amount of \$53,000. We are familiar with Sunshine Paving Corp and references were good. Attached is the Contract Agreement for the Transfer Station Concrete Pad Construction for execution by the Board (4 sets). The contract amount is \$53,000. Sunshine Paving has provided Payment and Performance Bonds and Insurance Certificates in accordance with the contract documents. A full copy of the contract document is available with the Town Administrator.
4. **Washington Street Water Main Replacement Contract Execution** - Bids were opened for the Washington Street Water Main Replacement project on September 16. This project involves replacing the 1896 6-inch water main in Washington Street, between Highland Avenue and Nashua Street with a new 12-inch water main. It also includes replacement of 8 stormwater catch basins and 4 manhole frames and covers. We are hoping to repave this section of the road in the near future and need to replace the infrastructure prior to paving.

Seven bids were received, ranging from \$208,046.67 to \$299,125. The low bidder is Cedrone Corp of North Billerica, MA. We contacted several references and all were favorable. Attached is the Contract Agreement for the Washington Street Water Main Replacement for execution by the Board (4 sets). The contract amount is \$208,046.67. Cedrone Corp has provided Payment and Performance Bonds and Insurance Certificates in accordance with the contract documents. A full copy of the contract document is available with the Town Administrator.

5. Upper Blackstone Water Pollution Abatement District (UBWPAD) One Year Extension – The Town has a Wastewater Sludge Disposal Agreement with the UBWPAD to dispose of the Town’s wastewater sludge. The hauling contractor uses this facility in addition to other disposal sites. Attached is the second one year extension of the Town’s Agreement, for execution by the Board.

TOWN OF AYER
ORDER OF LAYOUT OF
CALVIN STREET EXTENSION, BLUEBERRY CIRCLE, HIBISCUS LANE,
MULBERRY CIRCLE, MAGNOLIA DRIVE AND SAMANTHA LANE

The Board of Selectmen of the Town of Ayer, acting pursuant to G.L. c.82, §§21-24, deeming that common convenience and necessity require the layout of Calvin Street Extension, Blueberry Circle, Hibiscus Lane, Mulberry Circle, Magnolia Drive, and Samantha Lane as public ways in the Town, as shown on plans entitled "Subdivision Plan Fletcher's Pond Estates Ayer, Massachusetts, Prepared For: Vesper Woods Development Corp., P.O. Box 989 Westford, MA 01886 dated August 20, 1997, Scale 1"=40' ", "Plan of Land in Ayer, MA prepared for Badger Corp., January 22, 1996 Whitman & Bingham Associates, Inc., Registered Professional Engineers & Land Surveyors, 510 Mechanic Street, Leominster, Massachusetts, 01453", "Crabtree Subdivision No. 1 Modified Definitive Subdivision Plan of Land in Ayer, Massachusetts (Middlesex County), Scale 1" = 40', dated September 19, 1992", "Definitive Subdivision Plan Crabtree Estates II Ayer, Massachusetts Prepared For: Crabtree Development 6 Mulberry Circle, Ayer, MA 01432 dated August 11, 1994", "Definitive Plan "Sandy Hollow" Plan of Land in Ayer, Mass., prepared for Woodwright Construction Co., Scale 1"=40', August 15, 1989, Schofield Brothers Inc., Professional Land Surveyors & Engineers, 626 Main Street, Bolton, Mass., 01740, revised: 9/20/1989, 2/9/1990", which plans are recorded with the Middlesex South District Registry of Deeds as Plans #510 of 1998, #371 of 1996, #221 of 1993, #1027 of 1994, and #618 of 1990, respectively, which plans are hereby adopted as a part of this Layout Order, and attached hereto and incorporated herein as Exhibit A. The land shown as Calvin Street Extension, Blueberry Circle, Hibiscus Lane, Mulberry Circle, Magnolia Drive, and Samantha Lane on said plans are hereby laid out as Town ways.

The aforementioned plans are hereby forwarded to the Town Clerk for filing and the foregoing layout is hereby reported to the Town for acceptance.

Adopted: _____, 2015

COPY

TOWN OF AYER
By Its Board of Selectmen

COPY

Filed in the office of the
Town Clerk, _____, 2015

Town Clerk, Attest

434683/AYER/0001

remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01A.

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 5 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

COPY

Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the General Conditions:

- a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts as Engineer shall determine in accordance with the General Conditions.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with the General Conditions and the Supplementary Conditions, Owner shall pay the remainder of the Contract Price as recommended by the Engineer and as provided in the General Conditions, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

ARTICLE 7 – INTEREST

7.01 Not Applicable

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 5, inclusive).
 - 2. Performance bond and Payment bond
 - 3. General Conditions
 - 4. Supplementary Conditions
 - 5. Specifications as listed in the table of contents of the Project Manual.
 - 6. Drawings consisting of 2 sheets with each sheet bearing the following general title: Transfer Station Pavement Improvements.
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 5, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award.
 - 8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

COPY

- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

COPIED

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four copies. One counterpart each has been delivered to Owner, Contractor, Engineer, and Agency. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement is dated _____.

OWNER:

Board of Selectmen
Town of Ayer
Ayer, Massachusetts

By: _____

Title: Chairman

By: _____

Title: Member

By: _____

Title: Member

CONTRACTOR

By: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Approved: _____

Title: Treasurer

Attest: _____

Title: Clerk

Address for giving notices:

Attest: _____

Title: _____

Address for giving notices:

Agent for service of process:

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

SECTION 00510

AGREEMENT

THIS AGREEMENT is by and between The Town of Ayer, Massachusetts ("Owner") and
Sunshine Paving Corporation, North Chelmsford, MA ("Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is for the **Transfer Station Improvements – Concrete Pad Construction and is generally described as follows:**

The work involves installation of a 70-ft by 30-ft concrete pad in the area of the existing leaf and yard waste as well as a 42-ft by 20-ft concrete pad extending from the existing container area concrete pad.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The entire Project.

COPY

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Ayer DPW (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 75 days after the date when the Contract Times commence to run as provided in Paragraph 3 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 3.9 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the

remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01A.

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 5 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the General Conditions:
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts as Engineer shall determine in accordance with the General Conditions.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with the General Conditions and the Supplementary Conditions, Owner shall pay the remainder of the Contract Price as recommended by the Engineer and as provided in the General Conditions, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

ARTICLE 7 – INTEREST

7.01 Not Applicable

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 5, inclusive).
 - 2. Performance bond and Payment bond
 - 3. General Conditions
 - 4. Supplementary Conditions
 - 5. Specifications as listed in the table of contents of the Project Manual.
 - 6. Drawings consisting of 2 sheets with each sheet bearing the following general title: Transfer Station Improvements – Concrete Pad Construction.
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 5, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award.
 - 8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four copies. One counterpart each has been delivered to Owner, Contractor, Engineer, and Agency. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement is dated _____.

OWNER:

Board of Selectmen
Town of Ayer
Ayer, Massachusetts

By: _____

Title: Chairman

By: _____

Title: Member

By: _____

Title: Member

CONTRACTOR

By: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Approved: _____

Title: Treasurer

Attest: _____

Title: Clerk

Address for giving notices:

Attest: _____

Title: _____

Address for giving notices:

Agent for service of process:

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

SECTION 00510

AGREEMENT

THIS AGREEMENT is by and between The Town of Ayer, Massachusetts ("Owner") and
Cedrone Corp, North Billerica, MA ("Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work involves the installation of approximately 1100 linear feet 12-inch ductile iron (DI) water main in Washington Street from Highland Ave to Nashua Street. The work includes the replacement of water mains and appurtenances, hydrant assemblies, house service connections, and interconnections with other streets within the limits of work. The drainage work involves excavation and removal of 8 existing brick and block catch basins and installing new pre-cast concrete basins and reconnecting to the existing pipes.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The entire Project.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Ayer DPW (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

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- A. The Work will be substantially completed within 75 days after the date when the Contract Times commence to run as provided in Paragraph 3 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 3.9 of the General Conditions within 90 days after the date when the Contract Times commence to run.

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- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and

Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

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 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts as Engineer shall determine in accordance with the General Conditions.

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A. Upon final completion and acceptance of the Work in accordance with the General Conditions and the Supplementary Conditions, Owner shall pay the remainder of the Contract Price as recommended by the Engineer and as provided in the General Conditions, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

ARTICLE 7 – INTEREST

7.01 Not Applicable

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
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- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
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- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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9.01 *Contents*

- A. The Contract Documents consist of the following:
 1. This Agreement (pages 1 to 6, inclusive).
 2. Performance bond and Payment bond
 3. General Conditions
 4. Supplementary Conditions

5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings consisting of 3 sheets with each sheet bearing the following general title: Washington Street Water Main Upgrade.
7. Addenda (number 1).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 8, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
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- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

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- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four copies. One counterpart each has been delivered to Owner, Contractor, Engineer, and Agency. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement is dated _____.

OWNER:

Board of Selectmen
Town of Ayer
Ayer, Massachusetts

By: _____

Title: Chairman

By: _____

Title: Member

By: _____

Title: Member

CONTRACTOR

By: _____

Title: _____

[CORPORATE SEAL]

Approved: _____

Title: Treasurer

Attest: _____

Title: Clerk

Address for giving notices:

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

Agent for service of process:

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

AMENDMENT NO. 2
Wastewater Sludge Disposal Agreement
Subject of Amendment: One Year Renewal Term

1. Background Data:

- a. Effective Date of Agreement: January 22, 2013
- b. OWNER: Town of Ayer, One Main Street, Ayer MA 01432
- c. Disposal Provider: Upper Blackstone Water Pollution Abatement District, Millbury, MA
- d. Contract Term: 1 years with provision for additional contract extensions

2. Nature of Amendment

- a. One year extension of Contract Term through June 30, 2016
- b. Revisions to rates and fees

3. Description of Modifications

- a. Fees and conditions in accordance with Attachment A - Letter dated August 25, 2015

OWNER and CONTRACTOR hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: Ayer Board of Selectmen

Disposal Provider:
Upper Blackstone Water Pollution Abatement District

By: _____
Title: Chairman

Title:

Date Signed: _____

Date Signed: _____



UPPER BLACKSTONE WATER POLLUTION ABATEMENT DISTRICT

Engineer Director / Treasurer Karla H. Sangrey, P.E.

August 25, 2015

BOARD OF DIRECTORS

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West Boylston

Michael E. Traynor, Esq.
Worcester

Mr. Mark Wetzel
DWP Superintendent
25 Brook Street
Ayer, MA 01432


Sent Via Email (mwetzel@ayer.ma.us)

Dear Mr. Wetzel:

The Upper Blackstone Water Pollution Abatement District is willing to serve as the primary disposal site for the Ayer, MA WWTP sludges starting July 1, 2015 through June 30, 2016 with the following provisions:

- Sludge disposal rate will be \$319 per dry ton for mixed primary and secondary sludges, if the sludge solids content is greater than 4.2 percent by weight; or \$70 per thousand gallons if the solids content is less than 4.2 percent.
- A \$10.00 permit fee per month will apply.
- Sludge disposal rates are subject to change.
- All vehicles used to transport sludge must be properly registered with the District.
- A sample of each load of sludge is required. The sample may be taken as the truck is being filled. The sample must be left in the refrigerator at the holding tanks where the driver signs in. Additional sampling may be performed by District personnel.
- The District will accept sludge at our sole discretion.
- The Town of Ayer or its assignees can be shut off at any time or reason with little or no advance notice.

Very truly yours;
UPPER BLACKSTONE WATER
POLLUTION ABATEMENT DISTRICT


Karla H. Sangrey
Engineer Director/Treasurer

ec: J. Nowak
M. Johnson

COPY

Office of the Ayer Board of Selectmen
Office of the Ayer Town Administrator



Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | Fax 978-772-3017 | www.ayer.ma.us

MEMORANDUM

DATE: October 2, 2015

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: Town Administrator's Report and Administrative Update for the Period of
September 15, 2015 thru October 6, 2015

Dear Honorable Selectmen,

I offer the following Town Administrator's Report and Administrative Update for the period of September 15, 2015 thru October 6, 2015. If you have any questions, please do not hesitate to contact me directly. Thank you.

Administrative Update:

I will offer a brief oral update on various project updates and administrative initiatives since the BOS last met on September 15, 2015. The Administration has been focused on the preparation of the Special Fall Town Meeting Warrant as well as preliminary preparations for the FY 2017 Budget Process. I offer the following updates/highlights:

1. The Special Fall Town Meeting Warrant will be reviewed and approved by the BOS on October 6, 2015. The Town Meeting is scheduled for Monday, October 26, 2015 at 7pm in the Great Hall of the Ayer Town Hall;
2. The Town Hall Carpet Project is complete as of September 25, 2015 and it looks fantastic;
3. The Town's Comprehensive Plan Committee held its first official meeting on September 24, 2015. The Committee will meet on the fourth Tuesday of each month at 6pm. The next meeting is on October 27, 2015.
4. The Town hosted representatives from MassDOT and VHB on September 30th for a Public Input Meeting on the Main Street Master Plan and the East Main Street Water and Sewer Improvement Project. The Town has been authorized the USDA loan funds and grant funds to commence with the East Main Street Project.
5. The Town was awarded a \$2,950 Recycling Grant from the State through the continued efforts of the DPW Superintendent and the Recycling Committee.

6. There will be a “soft opening” of the new Ayer Shop n’ Save on October 15, 2015 located on Fitchburg Road.
7. The response to the Town’s 2015 Holiday Lights Program has been well received thus far with many donations coming in from the business community.
8. The I.T. Committee under the leadership of the I.T. Systems Administrator is in the process of completing the update to the Town’s Website for BOS approval as well as an on-line permitting/payment solution that will integrate into the new website.
9. The Planning Board recently executed a consultant agreement with Judy Barrett regarding a review of the proposed Zoning Bylaw Amendment(s). The approval of the agreement is in accordance with MGL Chapter 30B and is the purview of the elected Planning Board. Additionally, the Planning Board voted to use dedicated Fletcher Funds to the Planning Board to fund this work.
10. The Town’s Economic Development Director, Mr. David Maher, tendered his resignation effective October 23, 2015. After almost six years of dedicated service to the Town of Ayer, David will be moving to South Carolina. We wish David and his Family all the best!

Appointments:

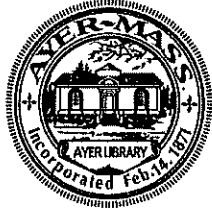
I respectfully recommend the appointment of Ms. Susan Tordello as a Citizen Representative on the Town’s Comprehensive Plan Committee. Ms. Tordello is an Ayer Resident who has been involved with several Town committees and initiatives. She attended the first Comprehensive Plan Committee Meeting and would like to serve on the Committee.

Proposed Sexual Harassment Policy:

The Town’s Personnel Policies Manual does contain a Sexual Harassment Policy which respectfully is antiquated and incomplete. Attached is a proposed/recommended Sexual Harassment Policy for the Town. It is respectfully recommended that the BOS review and authorize/recommend that this Draft Policy be sent to the Personnel Board for review and incorporation into the Personnel Policies Manual (See Attached).

Proposed CORI Policy:

I have asked the Benefits and Payroll Manager to make a brief presentation on the attached draft CORI Policy for the Town. The Town’s Police, Parks, and Fire Departments all currently have a CORI procedure and policy in place. This policy would be for all other Departments/Employees. Though the Town has and continues to conduct CORI checks as a condition/part of employment. It is imperative that the Town have a clear CORI Policy that ensures that all Employees have had a CORI and that there are periodic revaluations as well (See Attached).



Town of Ayer
Policy Against Sexual Harassment

1. Introduction

It is the goal of Town of Ayer to promote a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

Because the Town of Ayer takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

2. Definition of Sexual Harassment

In Massachusetts, the legal definition for sexual harassment is this: "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

1. Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,
2. Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

1. Unwelcome sexual advances -- whether they involve physical touching or not;
2. Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
3. Displaying sexually suggestive objects, pictures, cartoons;
4. Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
5. Inquiries into one's sexual experiences; and,
6. Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this organization.

3. Complaints of Sexual Harassment

If any of our employees believes that he or she has been subjected to sexual harassment, the employee has the right to file a complaint with our organization. This may be done in writing or orally.

If you would like to file a complaint you may do so by contacting:

- Carly Antonellis, Assistant to the Town Administrator, One Main St., Ayer, MA 01432, 978-772-8220, cantonellis@ayer.ma.us
- Kevin Johnston, Benefits and Payroll Manager, One Main St., Ayer, MA 01432, 978-772-8248, kjohnston@ayer.ma.us

These persons are also available to discuss any concerns you may have and to provide information to you about our policy on sexual harassment and our complaint process.

4. Sexual Harassment Investigation

When we receive the complaint we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have

committed sexual harassment. When we have completed our investigation, we will, to the extent appropriate inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action.

5. Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

6. State and Federal Remedies

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies listed below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

The United States Equal Employment Opportunity Commission (EEOC)

John F. Kennedy Federal Building

475 Government Center

Boston, MA 02203

Phone: 1-800-669-4000

The Massachusetts Commission against Discrimination (MCAD)

One Ashburton Place

Sixth Floor, Room 601

Boston, MA 02108

Phone: 617-994-6000

Jannice L. Livingston, Chair

Gary J. Luca, Vice-Chair

Christopher R. Hillman, Clerk

TOWN OF AYER
BOARD OF SELECTMEN

Date: October 6, 2015

Policy Against Sexual Harassment

This acknowledges that I have received and reviewed the Town of Ayer Policy Against Sexual Harassment ("Policy"). By signing this form, I agree to abide by the Policy and any Guidelines promulgated thereunder, and I agree to review periodically any changes or modifications. I recognize that the law and associated Policy Against Sexual Harassment is evolving, and understand that my regular review of this Policy as it may be amended is required.

Print Name: _____

Signature: _____

Date: _____

To be included in employee's personnel file.

DRAFT



Town of Ayer
Criminal Offender Record Information (CORI) Policy

This policy is applicable to the criminal history screening of prospective and current employees, subcontractors, volunteers and interns, professional licensing applicants, and applicants for the rental or leasing of housing. Where Criminal Offender Record Information (CORI) and other criminal history checks may be part of a general background check for employment, volunteer work, licensing purposes, or the rental or leasing of housing, the following practices and procedures will be followed.

The Town currently has four departments authorized to access iCORI: Police Department, Fire Department, Parks Department and Benefits and Payroll Department. Each department is responsible to comply with CORI regulations as defined in Chapter 256 of the Acts of 2010 and MGL c. 6 §. 172. The Benefits and Payroll Manager will conduct CORI checks for all departments without CORI access.

1. Conducting CORI Screening

CORI checks will only be conducted as authorized by the Department of Criminal Justice Information Services (DCJIS) and MGL c. 6, §.172, and only after a CORI Acknowledgement Form has been completed. With the exception of screening for the rental or leasing of housing, if a new CORI check is to be made on a subject within a year of his/her signing of the CORI Acknowledgement Form, the subject shall be given seventy-two (72) hour notice that a new CORI check will be conducted. If a requestor is screening for the rental or leasing of housing, a CORI Acknowledgement Form shall be completed for each and every subsequent CORI check.

2. Access to CORI

All CORI obtained from the DCJIS is confidential, and access to the information must be limited to those individuals who have a "need to know". This may include, but not be limited to, hiring managers, staff submitting the CORI requests, and staff charged with processing job applications. The Benefits and Payroll Office will maintain and keep a current list of each individual authorized to have access to, or view, CORI. This list must be updated every six (6) months and is subject to inspection upon request by the DCJIS at any time.

3. CORI Training

An informed review of a criminal record requires training. Accordingly, all personnel in the Town of Ayer administration that are authorized to conduct criminal history background checks, review CORI information, or have any access to CORI information will review, and be thoroughly familiar with the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.

4. Use of Criminal History in Background Screening

CORI used for employment purposes shall only be accessed for applicants who are otherwise qualified for the position for which they have applied. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on background checks will be made consistent with this policy and any applicable law or regulations.

5. Verifying a Subject's Identity

If a criminal record is received from the DCJIS, the information is to be closely compared with the information on the CORI Acknowledgement Form and any other identifying information provided by the applicant to ensure the record belongs to the applicant. If the information in the CORI record provided does not exactly match the identification information provided by the applicant, a determination is to be made by an individual authorized to make such determinations based on a comparison of the CORI record and documents provided by the applicant.

6. Inquiring about Criminal History

In connection with any decision regarding employment, volunteer opportunities, housing, or professional licensing, the subject shall be provided with a copy of the criminal history record, whether obtained from the DCJIS or from any other source, prior to questioning the subject about his or her criminal history. The source(s) of the criminal history record will also be disclosed to the subject.

7. Determining Suitability

If a determination is made, based on the information as provided in section V of this policy, that the criminal record belongs to the subject, and the subject does not dispute the record's accuracy, then the determination of suitability for the position or license will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to, the following:

- Relevance of the record to the position sought;
- The nature of the work to be performed;
- Time since the conviction;
- Age of the candidate at the time of the offense;
- Seriousness and specific circumstances of the offense;
- The number of offenses;
- Whether the applicant has pending charges;
- Any relevant evidence of rehabilitation or lack thereof; and
- Any other relevant information, including information submitted by the candidate or requested by the organization. The applicant is to be notified of the decision and the basis for it in a timely manner.

8. Adverse Decisions based on CORI

If an authorized official is inclined to make an adverse decision based on the results of a criminal history background check, the applicant will be notified immediately. The subject shall be provided with a copy of the organization's CORI policy and a copy of the criminal history. The source(s) of the criminal history will

also be revealed. The subject will then be provided with an opportunity to dispute the accuracy of the CORI record. Subjects shall also be provided a copy of DCJIS' Information Concerning the Process for Correcting a Criminal Record.

9. Secondary Dissemination Logs

All CORI obtained from the DCJIS is confidential and can only be disseminated as authorized by law and regulation. A central secondary dissemination log shall be used to record any dissemination of CORI outside this organization, including dissemination at the request of the subject.

10. Implementation and Employee Responsibility

All employees hired prior to the effective date of this policy will be subject to a CORI check. If a CORI check conducted on a current employee determines that said employee is unfit to perform his or her duties based upon information that bear directly on his or her specific position, the employee may be subject to discipline up to and including termination.

Following the initial CORI check by the Town of Ayer, employees are required to have a bi-annual (every two years) CORI check.

Employees shall inform their Department Head of any arrest or criminal complaint within 24 hours or the first work day following the event, whichever is earlier, following their initial CORI check by the Town of Ayer.

Jannice L. Livingston, Chair

Gary J. Luca, Vice-Chair

Christopher R. Hillman, Clerk

TOWN OF AYER
BOARD OF SELECTMEN

Date: October 6, 2015

Town of Ayer
Board of Selectmen
Ayer Town Hall – 1st Floor Meeting Room
Ayer, MA 01432



Tuesday September 15, 2015
Meeting Minutes

Broadcast and Recorded by APAC

Present: Jannice L. Livingston, Chair; Gary J. Luca, Vice-Chair;
Christopher R. Hillman, Clerk (*Entered at 7:14 PM*)

Robert A. Pontbriand, Town Administrator
Carly M. Antonellis, Assistant to the Town Administrator

Call to Order: J. Livingston called the meeting to order at 7:00 PM.

Approve and Amend Agenda: R. Pontbriand requested to amend the agenda by adding the following:

- #4 “Subordination Agreement” under the Economic and Community Development Report
- #4 “Volunteer Policy” under the Town Administrator’s Report
- #5 “Review/Approval of USDA Grant and Loan” under the Town Administrator’s Report
- #6 “Disposal of Surplus Property” under the Town Administrator’s Report
- #2 “MBTA Update” under New Business/Selectmen’s Questions

Motion: A motion was made by G. Luca and seconded by J. Livingston to approve the agenda as amended.

Motion passed 2-0.

Announcements: J. Livingston read the following announcements: 1. The Office of the Town Clerk and Tax Collector will be closed on Friday, September 25th, 2015 for the carpet replacement. 2. The Ayer Police Department is now accepting applications for its 16th Annual Citizen’s Police Academy. 3. The Ayer Shirley Regional High School Ribbon Cutting will be held on October 9, 2015, 10:00 AM. 4. The “Recycle Your Reusables” Event will take place Saturday October 17, 2015 from 9:00 AM – 2:00 PM at the Ayer Shirley Regional Middle School located in Shirley. 5. The Annual Turkey Party will take place November 18, 2015 at 7:00 PM at the Ayer Fire Department. 6. The 11th Annual Ayer Fire Department Thanksgiving Day 5K will be held November 26, 2015. Race starts at 8:00 AM from Fire Department.

Public Input: Town Treasurer, M. Stephanie Gintner addressed the Board regarding the status of MGL 32B 9 A ½. She stated that she sent letters out in June to other municipalities requesting the Town’s liability; she didn’t hear back from all communities, so the exact picture of the Town’s liability is not known.

Chris Hillman enters at 7:14 PM

S. Gintner stated she will be billing other communities for what they owe the Town of Ayer in January of 2016.

Chief William A. Murray, Ayer Police Department: Chief Murray is requesting the Board appoint Ms. Cheryl Shraison as a Per Diem Dispatcher for the Department. Ms. Shraison could not be in attendance due to a preexisting conflict.

Motion: A motion was made by C. Hillman and seconded by G. Luca to appoint Ms. Cheryl Shraison as a Per Diem Dispatcher, per Chief Murray's recommendation. **Motion passed 3-0.**

Purchase Order for Police Cruiser – Chief Murray presented a Purchase Order for the new police cruiser, as authorized by the May 2015 Annual Town Meeting.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve Purchase Order 2383 between the Ayer Police Department and MHQ in the amount of \$38,886.00 for a 2016 Ford Interceptor Utility Cruiser, as detailed in the Purchase Order, with signature by the Chair. **Motion passed 3-0.**

Mr. David Maher and Ms. Alicia Hersey, Office of Community and Economic Development: Mr. Maher and Ms. Hersey presented the final 2015 Community Development Block Grant documents in the amount of \$900,000 for the Board's approval and signature.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the CDBG grant in the amount of \$900,000 with signature by the Chair. **Motion passed 3-0.**

Promotion of Ms. Alicia Hersey – Mr. David Maher explained his request to offer Ms. Alicia Hersey a promotion to the position of Community Development Program Manager from her current position of Administrative Assistant.

R. Pontbriand explained that the promotion will not exceed 32 hours per week and would be no less than 16 hours per week, depending on the case load. Her current 8 hours a week for the Economic Development Department would remain intact. R. Pontbriand was in formal communication with the Union and they had no issues with waiving the internal job posting.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the promotion of Ms. Alicia Hersey to Program Manager for the Community Development Department (not to exceed 32 hours per week) and keeping her 8 hours of Economic Development hours intact, effective September 10, 2015.

Motion passed 3-0.

CDBG Loan Assumption – Ms. Hersey explained the request for approval of a loan assumption for 3 Groton Harvard Road for the transfer of property from the estate of Mr. and Mrs. Sidelinger to the property owner's daughter, Ms. Tricia Walsh.

Motion: A motion was made by C. Hillman and seconded by G. Luca to approve the assumption of loan for 3 Groton Harvard Road. **Motion passed 3-0.**

Because of some questions that arose while signing the CDBG documents, Ms. Hersey has to obtain additional information from the Community Development office at the State. The Board discussed making a

new motion to cover approval of the Chair's signature, in the event that the forms had to be changed for something technical in nature.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve changes, if necessary, with the CDBG forms after further investigation by Ms. Hersey. **Motion passed 3-0.**

Subordination Agreement – Ms. Hersey outlined the request to subordinate a loan on the Spaulding Building, 25 Main Street. Tross Corp. is paying off a current loan and refinancing through North Middlesex Savings Bank. Previously, the Town subordinated its mortgage July of 2012 when Tross Corp. purchased the property from Page Moore Realty Trust. The new loan is valued at \$636,000.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the subordination between the Town and North Middlesex Savings Bank and Tross Corp. **Motion passed 3-0.**

C. Hillman publicly disclosed that his second cousin is Mr. Keith Leighton who holds interest in Spaulding Building.

Personnel Board Presentation of Non-Union Compensation Study: Lt. Gill and Ms. Lisa White, Personnel Board members were present to give a brief informational presentation of the proposed Non-Union Compensation Study for consideration by the October 26, 2015 Special Fall Town Meeting.

Seven Point of Massachusetts, Inc.: Attorney Valerio Romano and Brad Zerman, Founder/CEO of Seven Point of Massachusetts, Inc. were in attendance to discuss their request for a letter of support or non-opposition from the Town of Ayer. Seven Point of Massachusetts, Inc. submitted their application to the Massachusetts Department of Public Health on June 29, 2015 to become a Registered Marijuana Dispensary. Seven Point, Inc. is interested in a cultivation only facility in the Town of Ayer to work within their vertically integrated system, meaning product will be sold/dispensed in another city/town. Attorney Romano and Mr. Zerman spoke to the misconception in the process about registered medical marijuana facilities being tax exempt. They are a non-profit, which means they can do everything a corporation can do, except issue stocks. They are required to pay property tax.

J. Livingston asked if they needed a decision made that evening.

Mr. Zerman stated that the preference is to get a favorable letter that evening, but he was not going to rush the Town.

C. Hillman asked about benefits to the community, if Seven Point, Inc. was to be approved by the DPH for location in Ayer.

Attorney Valerio stated that at this point they didn't know what Ayer needs, but would like to sit down and explore that further.

G. Luca asked approximately how many jobs to expect.

B. Zerman stated by year 3 of cultivation, he would anticipate 50 jobs. Attorney Valerio added that the industry standard is between 12-15 jobs/10,000 square feet.

R. Pontbriand asked what the Selectmen would find helpful in making an informed decision.

The Board requested more information for the public as far as what the “cultivation only” facility means for the community in terms of traffic, activity, etc. and a general sketch/rendering of the outside of the building.

The Board then tabled the request to the October 6, 2015 meeting.

Town Administrator’s Report:

Administrative Update – R. Pontbriand gave a brief administrative update highlighting the status of the Town Hall carpet replacement, Special Fall Town Meeting and the FY’ 17 Budget Process.

Credit Card Policy – R. Pontbriand presented a DRAFT policy for use of credit cards by certain Town employees. J. Livingston suggested making the following edits: Item 2B changing “may” to “shall”; 2I changing “should” to “shall”; 2J changing “may” to “will”; 2K changing “may” to “will”; 2N changing “should” to “will”; 2Q changing “should” to “shall”.

Motion: A motion was made by C. Hillman and seconded by G. Luca to approve the policy with amendments as suggested by J. Livingston. **Motion passed 3-0.**

Town of Ayer Volunteer Policy – R. Pontbriand and Payroll and Benefits Director Kevin Johnston presented a DRAFT Volunteer Program Policy. This policy is intended for those interested in volunteering for the Town outside of regular volunteer opportunities, i.e., serving on a Board, coaching for the Parks and Recreation Department, etc.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the Volunteer Policy as presented. **Motion passed 3-0.**

USDA Grant – R. Pontbriand explained the request for authorization of execution of USDA Rural Development documents as well as authorization for the Town Administrator to sign documents on behalf of the Board. The Ayer DPW applied for funding, pursuant to Town Meeting’s authorization for the replacement of the water main and replacement/relining of sewer pipes on East Street and East Main Street.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the execution of the loan documents as well as to authorize the Town Administrator to sign documents on behalf of the Board of Selectmen. **Motion passed 3-0.**

Disposal of Surplus Property Valued under \$5,000 – R. Pontbriand explained that the Habitat for Humanity project located at 76 Central Avenue requested the donation of surplus asphalt grindings from the DPW, available from recent reconstruction of Central Avenue. The estimated value of the asphalt grindings is \$2,000. In accordance with MGL Chapter 30B, the items valued at under \$5,000 can be disposed of by a vote of the Board of Selectmen.

Motion: A motion was made by C. Hillman and seconded by G. Luca to grant surplus asphalt grindings, value not to exceed \$2,000, to Habitat for Humanity. **Motion passed 3-0.**

Nuisance Bylaw – R. Pontbriand presented the DRAFT Nuisance Bylaw with updates reflecting department head input. R. Pontbriand will send the final DRAFT to all relevant departments for one final review before sending to Counsel for review.

New Business/Selectmen's Questions: C. Hillman stated that he was frustrated that 2 more weeks have gone by and there have been no updates from either the MBTA or the private property owner as it relates to the MBTA Commuter Rail Surface Lot project.

Approval of Minutes:

Motion: A motion was made by C. Hillman and seconded by G. Luca to approve the meeting minutes of September 1, 2015. **Motion passed 3-0.**

Adjournment:

Motion: A motion was made by G. Luca and seconded by C. Hillman to adjourn at 9:52 PM. **Motion passed 3-0.**

Minutes Recorded and Submitted by Carly M. Antonellis

Minutes Approved by BOS: _____

Christopher R. Hillman, Clerk: _____

DRAFT