

Town of Ayer  
Board of Selectmen  
Ayer Town Hall – 1<sup>st</sup> Floor Meeting Room  
Ayer, MA 01432

Tuesday, October 7, 2014  
Open Session Meeting Agenda

- 7:00pm            Call to Order  
Review and Approve Agenda; Announcements (3<sup>rd</sup> Annual Rotary Tree Lighting)
- 7:05pm\*           Public Input
- 7:10pm            Appointments  
1. Zoning Board of Appeals  
2. Cultural Council
- 7:15pm            Public Hearing  
1. Street Acceptance – Crabtree Development LLC
- 7:30pm            Ms. Alicia Hersey, Office of Community Development  
1. Drug Court Grant  
2. Housing Update
- 7:45pm            Lt. Jeremy Januskiewicz, AFD and Det. Kellie Barbight, APD  
1. IAFF and APPOA Grievance Re: Great West Deferred Comp
- 8:00pm            Mr. Mark Wetzel, DPW Superintendent  
1. Recognition of Douglas Jaspersen – Roads Scholar  
2. Recommendation for Appointment of Town Engineer  
3. Recommendation of Award – Victor Dr. Culvert Replacement  
4. Vote to Execute Contract with East Coast Developments  
5. Sludge Disposal Contract – Upper Blackstone Valley
- 8:30pm            Review and Approval of Special Fall Town Meeting Warrant
- 8:45pm            Ms. Susan E. Copeland, Town Clerk and Tax Collector  
1. Updates from Town Clerk and Tax Collector's Offices
- 9:00pm            Town Administrator's Report  
1. BOS Execution of OPEB/PRTT Agreement  
2. Barnum Road Liquors KENO Application (per MGL Chpt. 10, Sec. 27A)  
3. November 2014 BOS Meeting Schedule  
4. GPS Transponders – Pilot Program Proposal
- 9:15pm            New Business/Selectmen's Questions  
1. JBOS Update (Selectman Luca)
- 9:25pm            Approval of Meeting Minutes  
September 16, 2014
- 9:30pm            Adjournment

*\*Note: Agenda Times are for planning purposes only and do not necessarily constitute exact times.*

# Board of Selectmen

MEETING TUESDAYS AT 7:00 P.M. • UPPER TOWN HALL • 1 MAIN STREET • AYER, MASSACHUSETTS 01432



Tel. (978) 772-8220  
Fax. (978) 772-3017

Town Administrator  
(978) 772-8210

## MEMORANDUM

**DATE:** October 2, 2014

**TO:** Ayer Board of Selectmen

**FROM:** Robert A. Pontbriand  
Town Administrator

**SUBJECT:** Recommendations for ZBA Appointments

Dear Honorable Selectmen,

I recommend the following individuals for your consideration of appointment to the Ayer Zoning Board of Appeals as follows:

Mr. Sam Goodwin  
23 Williams Street  
Ayer, MA 01432

ZBA Member 3-Year Term: July 1, 2014 to June 30, 2017

Mr. Michael Gibbons  
8 Groton Harvard Road  
Apt. #6  
Ayer, MA 01432

ZBA Alternate Member 3-Year Term: July 1, 2014 to June 30, 2017

Please see attached letters of intent from the candidates.

Thank you.

Attachment(s)

## Robert Pontbriand

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**From:** Sam Goodwin <[REDACTED]>  
**Sent:** Tuesday, September 16, 2014 7:19 AM  
**To:** rpontbriand@ayer.ma.us  
**Subject:** ZBA

Robert,

I am dropping this note to show interest in being appointed as an alternate ZBA member.

Please forward to those that need to see this.

I have almost seven years on the Planning Board in NH and am well versed in the workings of both groups.

Thank You,

Sam Goodwin

[REDACTED]

Ayer, MA

**Robert Pontbriand**

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**From:** Michael Gibbons [REDACTED]  
**Sent:** Wednesday, September 10, 2014 11:14 AM  
**To:** Robert Pontbriand  
**Subject:** Zoning Board of Appeals Letter of Intent

To Whom It May Concern,

My name is Michael Gibbons, and I would like to submit this letter as an application to be appointed to the Zoning Board of Appeals in town. I've recently heard of the opening on the Board, from my uncle Tom Gibbons, and think that I could be a good addition. I'm a recent graduate of the University of Massachusetts Lowell, where I majored in finance and minored in both economics and history. I work for Fidelity Cooperative Bank, as a Mortgage Loan Officer, where I assist customers in financing homes and investment properties. I've also owned property in Ayer for 5 years, first a single family that I purchased in 2009, and then several condos that I have bought over the years in town. I grew up in neighboring Littleton, MA, and lived in Lowell, MA as I went through school, and have a definite interest in real estate and zoning. As someone who now lives and operates a business out of Ayer I believe that I have only the best at heart for the town, and have a vested interest in the further growth and success of Ayer. I come from a large family, most of whom also grew up in Littleton. As my cousins, aunts and uncles begin to move, more of us are finding Ayer an attractive place to lay down new roots. My uncle called Ayer home for many years and continues to run his business in town. A family member has also recently moved to Ayer, drawn by the affordable real estate, vibrant downtown scene, and flourishing regional school system. I believe land use and zoning is something that shouldn't be taken lightly, especially when it can change the shape and character of a town like Ayer. I'd do everything I can to ensure that the ZBA continues to operate in a fair, equitable, logical manner. If you would like to contact me further feel free to email me at this address or you can call me any time at [REDACTED]. I appreciate your time and consideration.

Best Regards,  
Mike Gibbons

Mike Gibbons | Home Loan Specialist  
[REDACTED]  
[REDACTED]  
[REDACTED]



Please consider the environment before printing this email.

CONFIDENTIAL AND PROPRIETARY:

This email message is intended only for the use of the individual or entity to which it is addressed and may contain information that is confidential. If

## Carly Antonellis

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**From:** Laurie Nehring [REDACTED]  
**Sent:** Wednesday, September 03, 2014 8:39 PM  
**To:** Carly Antonellis  
**Cc:** Sheila Schwabe  
**Subject:** Cultural Council Board position

Dear Carly,

I am interested in being appointed to a position on the Board for the Ayer Cultural Council. I believe I can contribute to this program as a long term, active resident of Ayer (18 years) and as one who has received Cultural Council grants to provide natural sciences programs for Ayer, Shirley and other communities.

I have met with Sheila Schwabe, the current chair, and would look forward to supporting her efforts on the Ayer Cultural council. I believe I would need to come before the Board of Selectmen for this appointment.

Please let me know if you need further information.

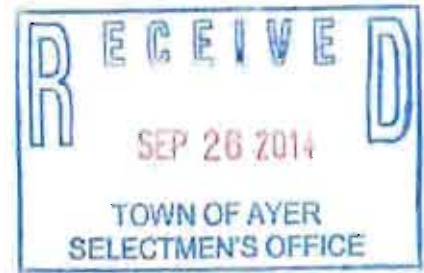
Thank you.

Sincerely,  
Laurie Nehring  
[REDACTED]  
Ayer, MA 01432  
[REDACTED]

--  
Laurie Nehring  
[REDACTED]



Town of Ayer  
PLANNING BOARD



September 25, 2014

Mr. Christopher R. Hillman, Chairman  
Ayer Board of Selectmen  
1 Main Street  
Ayer, MA 01432-1365

Re: Report on Layout of Deer Run, Partridge Run  
and Portions of Hickory Way and Old Farm Way

Dear Mr. Hillman:

The Ayer Planning Board hereby gives you notice that at a duly posted public meeting of the Planning Board on September 25, 2014, at which a quorum was present, the Members of the Board voted unanimously a determination that the construction and installation of Deer Run, Partridge Run, Hickory Way from Littleton Road to 225 feet beyond Old Farm Way, and Old Farm Way from Holly Ridge Road to its end have been completed in compliance with the Town of Ayer Planning Board Rules and Regulations Governing the Subdivision of Land.

The Members of the Board also voted unanimously to recommend to the Board of Selectmen and to Town Meeting that Deer Run, Partridge Run, Hickory Way from Littleton Road to 225 feet beyond Old Farm Way, and Old Farm Way from Holly Ridge Road to its end be laid out and accepted as Public Ways.

Sincerely,

James F. Lucchesi, Chairman  
AYER PLANNING BOARD

DEPARTMENT OF PUBLIC WORKS

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



Water, Wastewater, Highway & Solid Waste Divisions

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

September 24, 2014

Town of Ayer Planning Board  
Town Hall  
Ayer, MA 01432

**RE: Street Acceptance - Pingry Hill (Ridgeview Heights) Phases 2B and 3A**

Dear Board Members :

The developer for the Pingry Hill project has requested acceptance of layout as public streets for the following streets in the subdivision:

Deer Run, from Station 0+00 to Station 5+00.14, a distance of 500.14 feet  
Partridge Run, from Station 0+00 to Station 5+00.00, a distance of 500 feet  
Hickory Way, from Station 0+00 to Station 10+80.33, a distance of 1,080.33 feet;  
Old Farm Way, from Station 15+74.13 to Station 25+00, a distance of 925.87 feet

Our consulting engineer, Hoyle, Tanner and Associates inspected the site on September 12. The DPW performed a final inspection of these streets on September 24, 2014. In addition, we reviewed our documents related to the water and sewer pipe testing.

With the exceptions of the items listed below, the project is completed to the DPW's specifications. I will periodically review the status of these items and if not completed to the DPW's satisfaction prior to prior to Town meeting, I will make a final recommendation at the Fall Town Meeting.

Remaining Work Items:

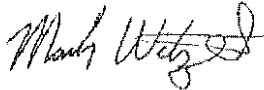
1. Drainage System
  - a. Install catch basin hoods on all catch basin outlet pipes
  - b. Clean all catch basins and provide report
  - c. Clean excess pavement from catch basin frames, grates and manhole covers
  - d. Complete stormwater basin in accordance with stormwater management / maintenance plan and provide written report to the DPW upon completion
2. Hickory Way
  - a. Correct groundwater seepage issue in roadway at lots 38 and 46
  - b. Repair divots in cape cod berm to satisfaction of DPW
  - c. Cut back vegetation at undeveloped lots on north side of road
3. Install street light at intersection of Hickory Way and Old Farm Way.
4. Partridge Run
  - a. There is a low point (puddle) at the intersection of Partridge and Old Farm. The pavement in this area needs to be crowned to provide proper drainage.
5. Property bounds need to be exposed. Some are buried or missing.
6. Erosion control / silt fencing / hay bales needs to be removed (verify with Conservation Commission).

Pingry Phase 2B and 3A Acceptance  
Sept. 24, 2014

7. Record Drawings are missing inverts at most drain outfalls and drain manhole rims and inverts in easements.

Should you have any questions or comments, please do not hesitate to contact this office.

Regards,  
**AYER PUBLIC WORKS DEPARTMENT**



Mark L. Wetzel, P.E.  
Superintendent



**TOWN OF AYER  
BOARD OF SELECTMEN  
NOTICE OF LAYOUT OF  
STREETS**

**PUBLIC MEETING**

Notice is hereby given that at the September 2, 2014 Meeting of the Board of Selectmen, the Board voted its intent to layout as public ways: Deer Run, from Station 0+00 to Station 5+00.14, a distance of 500.14 feet; Partridge Run, from Station 0+00 to Station 5+00.00, a distance of 500 feet; Hickory Way, from Station 0+00 to Station 10+80.33, a distance of 1,080.33 feet; and Old Farm Way, from Station 15+74.13 to Station 25+00, a distance of 925.87 feet; as shown on a plan entitled, "Ridge View Heights' Delimitive Subdivision Plan of Land in Ayer, Mass.," dated March 1999, as prepared by David E. Ross Associates, Inc. The Board will hold a public meeting and vote to approve the layouts as shown on the notes and bounds plans on Tuesday, October 7, 2014 at 7:15 PM in the 1st Floor Meeting Room at Ayer Town Hall, 1 Main Street, Ayer. This meeting is a prerequisite to street acceptance at a Town Meeting.

**AYER BOARD OF  
SELECTMEN**

Christopher R. Hillman,  
Chairman  
Jannice L. Livingston,  
Vice-Chairman  
Gary J. Luca, Clerk

September 26, 2014

**From:** Mark Wetzel [<mailto:mwetzel@ayer.ma.us>]  
**Sent:** Monday, September 29, 2014 11:01 AM  
**To:** Stephen Mullaney  
**Cc:** 'richard roper'; 'Steve Powell'; Horner, Benjamin B.; Pontbriand, Robert ([rpontbriand@ayer.ma.us](mailto:rpontbriand@ayer.ma.us))  
**Subject:** RE: Street Acceptance for Deer Run, Partridge Run & Portions of Hickory Way & Old Farm Way

See responses below

Mark L Wetzel, P.E.  
Superintendent  
**Town of Ayer - Public Works Department**  
25 Brook Street  
Ayer, Massachusetts 01432  
t: 978.772.8240  
c:978.833-2365  
f: 978.772.8244  
e: [mwetzel@ayer.ma.us](mailto:mwetzel@ayer.ma.us)

**From:** Stephen Mullaney [<mailto:smullaney@simullaney.com>]  
**Sent:** Friday, September 26, 2014 12:28 PM  
**To:** Mark Wetzel  
**Cc:** 'richard roper'; 'Steve Powell'  
**Subject:** Street Acceptance for Deer Run, Partridge Run & Portions of Hickory Way & Old Farm Way

Hi Mark:

Although I do not have a copy, I was apprised last night by the Planning Board of contents of your 9/24/2014 letter identifying punch list items to be addressed for the above referenced street acceptance. As requested by developer Rick Roper, please provide us with further guidance on the following items in your letter:

Street Monumentation:

I understand that you have indicated that several bounds are missing or covered over. Attached please find file [PB 2005-164 -6,7,8,9,12\\_markup 092614.pdf](#) which contains the recorded subdivision lotting plan sheets pertaining to the subject streets. I have labeled in red with numbers 1 through 44 monuments identified on the plan as "to be set" for these streets. Attached please also find the file [2-D-65 - Phases IIB-III A Street Asbuilt 22x34 r0 082714\\_markup 092614.pdf](#), which contains the asbuilt plan issued a month ago. I have similarly labeled the monuments in red on this attachment using the same numbering scheme. Kindly identify by number the several monuments that are missing or covered over.

I inspected two intersections and could only find one bound. The others were either buried or missing. Please have the bounds located and exposed and I will inspect.

Storm Drainage:

I understand that you have noted that rim and invert information is missing on the asbuilt plan for several storm drain manholes, catch basins, and outfalls. As with the approved subdivision plan, the asbuilt plan lists such information in the profile views of the various sheets whenever possible. Only items which cannot be depicted in the profile views are instead labeled in the plan views. In the attached copy of the asbuilt plan, the drainage rim and invert information is depicted in green

for clarity. Please identify by street name, street station, stormwater basin number, and/or lot number the several rims and inverts that are missing.

Provide inverts for all outfalls on the PLAN view of the Record Drawings.

Stormwater Report:

As discussed when we met with you and with Town Administrator Robert Pontbriand on 9/3/2014, Rick Roper's sons have cut back and cleaned stormwater basins each of the last two years. Please identify the specific information Rick's stormwater report should include.

Attached is a form to be used. Please customize for your specific BMPs / System. Document maintenance in accordance with the Drainage System Operations & Maintenance Plan.

Erosion Control:

We will be filing with the Conservation Commission a request for Certificate of Compliance for the Order of Conditions associated with Phase II Infrastructure. As the original Order was misplaced, the Con. Com. recently issued a duplicate original which we received yesterday and which Rick is recording today. After it is recorded, we will be able to file the Certificate request. Upon receipt of the request, the Con. Com. will schedule a site visit, which we anticipate to occur in mid-October, at which time the Con. Com. will determine whether the erosion barriers can be removed.

Thank you for your assistance.

Steve

STEPHEN J. MULLANEY, P.E.  
PRESIDENT

**S. J. MULLANEY ENGINEERING, INC.**

THE VALUE OF LAND IS IN ITS PERMITS

305 WHITNEY ST., SUITE G3  
P.O. BOX 752  
LEOMINSTER, MA 01453-0752  
T: 978 534-3131 x10  
F: 978 534-3197  
e: [smullaney@smullaney.com](mailto:smullaney@smullaney.com)  
[www.smullaney.com](http://www.smullaney.com)

## Best Management Practices (BMP) Inspection Log

General Information	
Project Name	
Location	
Date of Inspection	Start/End Time
Inspector's Name(s)	
Inspector's Title(s)	
Inspector's Contact Information	
Inspector's Qualifications	
Type of Inspection: <input type="checkbox"/> Regular <input type="checkbox"/> Emergency	
Weather Information	
Weather at time of this inspection? <input type="checkbox"/> Clear <input type="checkbox"/> Cloudy <input type="checkbox"/> Rain <input type="checkbox"/> Sleet <input type="checkbox"/> Fog <input type="checkbox"/> Snowing <input type="checkbox"/> High Winds <input type="checkbox"/> Other: _____    Temperature: _____	
Are there any discharges at the time of inspection? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe: _____ _____ _____	

**Site-specific BMPs**

- *The structural BMPs are identified on the BEST MANAGEMENT PRACTICES LOCUS included within the LONG TERM POLLUTION PREVENTION & STORMWATER SYSTEM OPERATION & MAINTENANCE PLAN. Carry a copy of the Locus map with you during your inspections. This list will ensure that you are inspecting all required BMPs at your site.*
- *Describe corrective actions initiated, date completed, and note the person that completed the work in the Corrective Action Log*

#	BMP	BMP Installed: •	BMP Maintenance Required:	Corrective Action Needed / Taken / Notes
1		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Overall Site Issues

*Below are some general site issues that should be assessed during inspections.*

	BMP/activity	Implemented?	Maintenance Required?	Corrective Action Needed and Notes
1	Are discharge points and receiving waters free of any sediment deposits?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2	Are storm drain inlets properly working?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3	Is trash/litter from site areas collected and removed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4	Catch Basins / Stormwater Treatment Units cleaned and inspected?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5	Any signs of erosion /scouring / illicit discharges?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6	Vegetation cut / removed from basin banks and inlet /outlet structures?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7	(Other)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Non-Compliance

Describe any incidents of non-compliance not described above:

CERTIFICATION STATEMENT

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

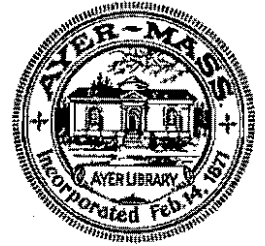
Print name and title: \_\_\_\_\_

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

# Town of Ayer

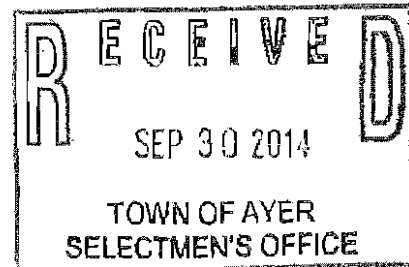
Office of Community & Economic Development

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



## MEMORANDUM

TO: Board of Selectmen  
FROM: Alicia Hersey, Community Development  
DATE: October 7, 2014  
RE: Drug Court Grant Contracts



The Town has again been awarded funds from the Department of Health and Human Services in support of the SAMHSA Trauma Grant program. This is the third year of a 3 year Grant. The Town has also been awarded a second SAMHSA Grant, a 4 year Behavioral Health Grant to be used also within the Drug Court Program.

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

The Trauma Grant contract is for a sum of \$318,486 and runs from September 30, 2014 until September 29, 2015. The Behavioral Health Grant is for \$341,315 and runs the same time period.

**Request the Board of Selectmen sign the contracts in the amount of \$318,460 & \$341,315 with Advocates to continue the work of the Drug Court grants.**

## AGREEMENT

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 One Clarks Hill, Suite 305, Framingham, MA 01702 has been entered into the 30th day of September, 2014 (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 June 6, 2014, 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. 5H79TH024162-03) incorporated herein as Attachment B, together with all duties and responsibilities of the Project Director, Clinical Director and Peer Supports as set forth in said position descriptions incorporated herein as Attachment C, in respect of the operation of the Ayer Concord Drug Court Program (ACDCP).

Advocates will assist the Court in delivery of clinical services for ACDCP as described below and in all Attachments hereto. The goal of this Program is to integrate trauma screening and trauma informed care (as appropriate) for all ACDCP participants based on NREPP identified promising practice and evidence based practices of gendered responsive care. ACDCP targets High Risk and High Need referrals (criminogenic risk/addiction treatment needs). Implementing an evidence-based trauma screening will further enhance service referral, treatment planning and delivery. Information learned during the screening and assessment process will be linked to each client's treatment plan.

Advocates will provide the following services for the Court and the participants of the Ayer Concord Drug Court Program:

- A. Redesign ACDCP's organizational mission statement to reflect a commitment to trauma-informed care;
- B. Provide universal trauma screening for all clients using evidence-based tools;
- C. Provide staff training and education in evidence-based tools for trauma-informed care;
- D. Redesign ACDCP group therapy curriculum to include trauma-informed, gender-responsive treatment tracks;
- E. Empower clients using peer supports which contribute to the strength-based treatment environment;
- F. Redesign and expand ACDCP's database (DCIS) to track the impact of these changes;
- G. Formalize input from the population to be served through the creation of a Community Advisory Council.



- H. The evaluation methods and requirements described in the Application shall be provided by subcontract with an outside evaluator to conduct a process and an outcome evaluation of the Ayer Concord Drug Court Program that meets federal guidelines using a management information system, in full compliance with all Application requirements.
- I. Delivery of all data required by the evaluator for the purpose of evaluating the operation of the Ayer Drug Court.
2. **Term of Contract:** The term of this contract shall begin on the Effective Date and continue through September 29, 2015, 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 Advocates office in Ayer, or as appropriate at the Ayer or Concord District Courthouses or other facilities in the community.
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 \$318,486 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. 5H79TI024162-03). 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 prior to submission to the Town for payment. 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 as defined on the Notice of Award.
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 June 6, 2014;
- B. Application for Federal Assistance through Department of Health and Human Services (Grant No. 5H79TI024162-03);
- C. Position Descriptions: Program Director, Clinical Director, Clinicians, Peer Supports, Data Collector.
- 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

CONTRACTOR  
Advocates, Inc.

\_\_\_\_\_  
Christopher R. Millman, Chairman

\_\_\_\_\_  
Jannice L. Livingston, Vice Chairman

\_\_\_\_\_  
Gary J. Luca, Clerk

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

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

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

Certified As To Availability of Funds:

\_\_\_\_\_  
Lisa A. Gabree, Town Accountant

## AGREEMENT

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 One Clarks Hill, Suite 305, Framingham, MA 01702 has been entered into the 30th day of September, 2014 (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 September 23, 2014, 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. 1H79SM061687-01) 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.
2. **Term of Contract:** The term of this contract shall begin on the Effective Date and continue through September 29, 2015, 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 \$341,315 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. 1H79SM061687-01). 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 as defined on the Notice of Award.
  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.

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**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.
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- 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 September 23, 2014;
- B. Application for Federal Assistance through Department of Health and Human Services (Grant No. 1H79SM061687-01);
- 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

CONTRACTOR  
Advocates, Inc.

\_\_\_\_\_  
Christopher R. Hillman, Chairman

\_\_\_\_\_  
Jannice L. Livingston, Vice Chairman

\_\_\_\_\_  
Gary J. Luca, Clerk

By:

Printed Name:

Title:

Certified As To Availability of Funds:

\_\_\_\_\_  
Lisa A. Gabree, Town Accountant

# Town of Ayer

## Department of Planning & Development

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



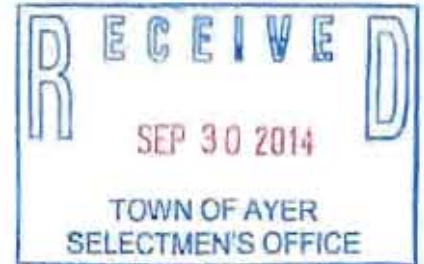
### MEMORANDUM

TO: Board of Selectmen

FROM: David Maher, Economic Development Dir.  
Alicia Hersey, Community Development Office

DATE: September 30, 2014

RE: MGL Chapter 40B – Ayer Subsidized Housing Inventory Update



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Attached please find the latest update to Ayer's Subsidized Housing Inventory (SHI) Under MGL c. 40B, issued and approved by the state Dept. of Housing & Community Development. The Town of Ayer currently has an inventory of 286 Affordable Units.

#### **Ayer's inventory of affordable units now stands at 8.31%**

There has been a drop of affordable units by .13% in the past two years. This is a loss of 4 units through normal attrition. I certified this report and submitted 11 new units for review by DHCD. These units are the rental units completed in the FY10 (The Fletcher Building) and FY11 (Town of Ayer's Rehabilitation Program) Grants.

## Housing Rehab Units Only Form

[This spreadsheet may be used for requests to add new and track current CDBG and HOME housing rehabilitation units only]

Submit this form AND a copy of the affordable use restrictions to:

DHCD Office of the Chief Counsel  
 Attn: Subsidized Housing Inventory  
 100 Cambridge Street, Suite 300  
 Boston, MA 02114

Community Town of Ayer

Name, Title and Contact Information of person submitting information: \_\_\_ Alicia Hersey, Ayer Community Development Office

Town ID # (if any)	DHCD SHI #	Last Name	First Name	Address	Rent or Own	Level of Affordability (at or below 80% AMI, 50% AMI, or 30% AMI)	Affordable Use Restriction Start Date	Affordable Use Restriction End Date	Grant Year	Number of Units	Loan Repaid (Y/N)	Units Released (#)	Units in Effect (#)	Subsidizing Agency	Program Name (List All)
FY11-372		SCULLANE	DONALD	122 WEST MAIN ST	RENT	LOW/MOD	3/8/2012	3/8/2027	2011	2	N				CDBG HOUSING REHAB
FY11-382		DE SOUZA	KARLA	22 PLEASANT ST	RENT	LOW/MOD	8/22/2012	8/22/2027	2011	1	N				CDBG HOUSING REHAB
FY11-383		KILPATRIC	THELMA	5 PROSPECT ST	RENT	LOW/MOD	10/12/2012	10/12/2027	2011	1	N				CDBG HOUSING REHAB
FY11-369		WHITE	KELLI	83-85 WEST MAIN ST	RENT	LOW/MOD	4/20/2012	4/20/2027	2011	3	N				CDBG HOUSING REHAB
FY10-EDF		BONNET REALTY,LLC		49 MAIN ST	RENT	LOW/MOD	10/18/2011	10/18/2026	2010	4	N				CDBG-EDF

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Ayer

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
164	Silas Nutting Grove Apts	18 Pond Street	Rental	7	Perp	No	DHCD
165	Silas Nutting Grove Apts	Pond St.	Rental	20	Perp	No	DHCD HUD HUD HUD
166	Silas Nutting Grove Apts	Pond St.	Rental	34	Perp	No	DHCD
167	n/a	Issac's Ln(12u)/18 Pond(1u)	Rental	13	Perp	No	DHCD
175	Woodland Village	68 East Main Street	Ownership	3	2031	No	DHCD
3972	Ayer Assisted Living	Winthrop Avenue	Rental	73	2035	No	DHCD DHCD
4202	DDS Group Homes	Confidential	Rental	0	N/A	No	DDS
4824	Ayer HOR Program	Pearl Street	Ownership	2	8/09/17	No	DHCD
4825	Ayer HOR Program	Pineridge Drive	Ownership	1	4/12/17	No	DHCD
4826	Ayer HOR Program	High Street	Ownership	1	4/01/17	No	DHCD

*ASH*

*\* Please see attached spread sheet w/ proposed changes.*

1/28/2014

This data is derived from information provided to the Department of Housing and Community Development (DHCD) by individual communities and is subject to change as new information is obtained and use restrictions expire.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Ayer

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
4828	Ayer HOR Program	Oakridge Drive	Ownership	1	5/13/17	No	DHCD
4829	Ayer HOR Program	Oakridge Drive	Ownership	1	12/19/17	No	DHCD
4830	Ayer HOR Program	Cambridge St.	Ownership	1	12/03/17	No	DHCD
4831	Ayer HOR Program	Willard Street	Ownership	1	8/15/17	No	DHCD
4832	Ayer HOR Program	Sandy Pond Rd.	Ownership	1	7/08/17	No	DHCD
4834	Ayer HOR Program	Fitchburg Rd	Ownership	1	9/13/17	No	DHCD
4835	Ayer HOR Program	Willard Street	Ownership	1	5/2/20	No	DHCD
4836	Ayer HOR Program	Grove St	Ownership	1	10/07/17	No	DHCD
4837	Ayer HOR Program	Snake Hill Rd	Ownership	1	2/14/20	No	DHCD
4838	Ayer HOR Program	McDowell St	Ownership	1	3/18/18	No	DHCD
4839	Ayer HOR Program	Snake Hill Road	Ownership	1	4/23/18	No	DHCD
4841	Ayer HOR Program	Oakridge Dr	Ownership	1	3/18/18	No	DHCD
4842	Ayer HOR Program	Victor Drive	Ownership	1	3/08/18	No	DHCD
4843	Ayer HOR Program	Oakridge Drive	Ownership	1	5/06/18	No	DHCD

1/28/2014

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DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Ayer

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
4844	Ayer HOR Program	Columbia Street	Rental	4	8/04/18	No	DHCD
4845	Ayer HOR Program	Pleasant Street	Ownership	1	10/07/17	No	DHCD
4846	Ayer HOR Program	West Main Street	Ownership	1	10/18/19	No	DHCD
4847	Ayer HOR Program	High Street	Ownership	1	10/18/19	No	DHCD
4848	Ayer HOR Program	Sandy Pond Road	Ownership	1	10/8/19	No	DHCD
4849	Ayer HOR Program	Vernon Street	Ownership	1	4/27/19	No	DHCD
4850	Ayer HOR Program	Maple Street	Ownership	1	4/27/19	No	DHCD
4851	Ayer HOR Program	Washington Street	Ownership	1	6/14/19	No	DHCD
4852	Ayer HOR Program	Grove Street	Ownership	1	6/07/19	No	DHCD
4853	Ayer HOR Program	Washington Street	Ownership	1	3/16/19	No	DHCD
4854	Ayer HOR Program	Grove Street	Ownership	1	6/15/19	No	DHCD
4855	Ayer HOR Program	Grove Street	Ownership	1	1/06/19	No	DHCD
4856	Ayer HOR Program	West Main Street	Ownership	2	8/07/19	No	DHCD
4857	Ayer HOR Program	Columbia Street	Rental	2	1/26/19	No	DHCD

1/28/2014

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Ayer

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
4858	Ayer HOR Program	Pearl Street	Ownership	1	2/24/20	No	DHCD
4859	Ayer HOR Program	Forest Street	Ownership	1	12/04/18	No	DHCD
4860	Ayer HOR Program	Willard Street	Ownership	1	12/31/18	No	DHCD
6252	Habitat for Humanity	Forest Street	Ownership	1	perp	No	DHCD
7087	Ayer HOR Program	Jackson Street	Ownership	2	4/25/2020	No	DHCD
7088	Ayer HOR Program	Pearl Street	Rental	2	5/2/2020	No	DHCD
7089	Ayer HOR Program	Oakridge Drive	Ownership	1	8/7/2020	No	DHCD
7090	Ayer HOR Program	Mark Street	Ownership	1	6/30/2020	No	DHCD
7091	Estates at Harvard Hills	Bates & Auman Streets	Ownership	12	perp	Yes	DHCD
7095	Chandler Place	West Street	Ownership	2	2054	No	DHCD
7636	Ayer HOR Program	Bligh Street	Ownership	1	7/26/2020	NO	DHCD
7637	Ayer HOR Program	Grove Street	Ownership	1	9/27/2020	No	DHCD
7638	Ayer HOR Program	Mark Street	Ownership	1	7/6/2020	No	DHCD
7639	Ayer HOR Program	Pineridge Drive	Ownership	1	8/10/2020	No	DHCD

1/28/2014

*ASH*

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Ayer

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
7640	Ayer HOR Program	Pineridge Drive	Ownership	1	10/11/2020	No	DHCD
7641	Ayer HOR Program	Sculley Road	Ownership	2	12/5/2020	No	DHCD
7642	Ayer HOR Program	Willard Street	Ownership	1	12/5/2020	No	DHCD
7643	Ayer HOR Program	Union Street	Ownership	1	12/29/2020	No	DHCD
7644	The Spaulding Building	25 Main Street	Rental	7	2036	No	DHCD
7723	Ayer HOR Program	Grosvenor Street	Ownership	1	3/14/2021	NO	DHCD
7724	Ayer HOR Program	Highland Avenue	Ownership	1	1/3/2021	NO	DHCD
7725	Ayer HOR Program	Third Street	Ownership	1	3/31/2021	NO	DHCD
7726	Ayer HOR Program	West Main Street	Mix	4	3/31/2021	NO	DHCD
7727	Ayer HOR Program	Pleasant Street	Ownership	2	3/14/2021	NO	DHCD
7728	Ayer HOR Program	East Main Street	Rental	4	4/7/2021	NO	DHCD
7729	Ayer HOR Program	Vernon St	Ownership	1	9/7/2020	NO	CDBG
8561	Autumn Ridge Farms Condominium	Groton Road	Ownership	2	perp	NO	DHCD
8689	Ayer HOR Program	Pleasant St	Mix	3	2021	NO	DHCD

1/28/2014 ASH

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DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Ayer

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
8690	Ayer HOR Program	Willard St	Ownership	1	2021	NO	DHCD
8691	Ayer HOR Program	West Main St	Rental	1	2021	NO	DHCD
8692	Ayer HOR Program	Oakridge Dr	Ownership	1	2022	NO	DHCD
8867	Ayer HOR Program	East Main St	Ownership	3	2023	NO	DHCD DHCD
8868	Ayer HOR Program	Pleasant St	Ownership	1	2022	NO	DHCD
8869	Ayer HOR Program	Prospect St	Ownership	1	2022	NO	DHCD
8870	Ayer HOR Program	Fletcher St	Ownership	2	2022	NO	DHCD
8871	Ayer HOR Program	Forest St	Ownership	1	2023	NO	DHCD
8872	Ayer HOR Program	Pleasant St	Ownership	1	2023	NO	DHCD
9133	Pleasant Street School	62 Pleasant St	Rental	22	2059	NO	DHCD
9134	The Willows	Willow Road	Ownership	6	Perp	YES	MassHousing
<b>Ayer Totals</b>				286	<b>Census 2010 Year Round Housing Units</b>		3,440
					<b>Percent Subsidized</b>		8.31%

1/28/2014

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# Board of Selectmen

MEETING TUESDAYS AT 7:00 P.M. • UPPER TOWN HALL • 1 MAIN STREET • AYER, MASSACHUSETTS 01432



Tel. (978) 772-8220  
Fax. (978) 772-3017

Town Administrator  
(978) 772-8210

## MEMORANDUM

**DATE:** October 2, 2014

**TO:** Ayer Board of Selectmen

**FROM:** Robert A. Pontbriand  
Town Administrator

**SUBJECT:** IAFF and APPOA Grievance(s) Re: Great West Deferred Comp

Dear Selectmen,

As you are aware there was an issue(s) involving the timely deduction and deposit of Employee Deferred Comp funds with respect to the May 17, 2014 Payroll which affected all Town Employees. At that time, the Town Treasurer was responsible for and was processing the payroll and these deductions.

At the time since this was the purview of the Treasurer, to my knowledge no action was taken by the Treasurer to notify all Town Employees of this issue/concern and attempts by the Chiefs and Town Administrator to meet with the Treasurer to discuss were not successful.

Subsequently, both the Fire and Police Unions filed grievances regarding this matter. Due to summer schedules and upon mutual agreement between the Unions and the Town, the Parties agreed that this matter would be heard by the BOS on October 7, 2014 and that the Parties waived Executive Session Privileges regarding this issue as it pertains to all Town Employees participating in the Great West Deferred Compensation Program.

As I explained to the Union's, the Town has remedied this situation by hiring a full-time, professional Benefits and Payroll Manager and at my direction, Mr. Johnston has ensured not only that this is no longer an issue but that moving forward there exists further options involving electronic transfer of these funds as opposed to the past practice of issuing a check. Mr. Johnston is now directly responsible for handling this payroll/benefit matter. Therefore, respectfully the grievance issue has been resolved.

The Presidents of both the Fire and Police Unions feel strongly about this issue and therefore will appear before the BOS to discuss. Attached are the supporting documents related to this issue. Finally, I have invited the Treasurer and the Benefits/Payroll Manager to attend this portion of your meeting on October 7, 2014 at 7:45pm.

If you have any further questions prior to your meeting, please do not hesitate to contact me directly.

Thank you.

## Robert Pontbriand

---

**From:** Robert Pontbriand  
**Sent:** Tuesday, August 19, 2014 6:33 PM  
**To:** 'Det. Kellie Barhight'  
**Cc:** Chief William Murray  
**Subject:** RE: Deferred Comp Grievance

Dear Detective Barhight,

Greetings and good evening. I hope that this e-mail finds you well and having a great summer.

I am in receipt of the Deferred Comp Grievance filed by the APPOA on July 15, 2014 and have transmitted to the BOS. Additionally the Fire Union has filed a very similar grievance.

Please know that this is a matter that the BOS takes very seriously as do I and the two Chiefs.

I will be consulting with the BOS to schedule a Hearing for this grievance(s). One of the items, the BOS asked me to ask, is would the Union(s) want to have this in Open Session or Executive Session?

I will be back with potential dates/times.

Additionally, since the filing of the grievance, as you know, the Town has created and hired a full-time, professional Benefits and Payroll Manager to handle all of these important matters such as deferred comp. Additionally, Mr. Johnston in his few weeks here, also has some recommendations that will ensure that this particular issue does not happen again.

Thank you for your patience and I will be in contact with dates and times. Kindly let me know, your preference of Open Session or Executive Session as the BOS instructed me. I will be asking the same of Fire.

Sincerely,

*Robert*

Robert A. Pontbriand  
Town Administrator

Town of Ayer  
1 Main Street  
Ayer, MA 01432  
978-772-8220

**From:** Det. Kellie Barhight [<mailto:kbarhight@ayer.ma.us>]  
**Sent:** Tuesday, July 15, 2014 9:31 AM  
**To:** Robert Pontbriand  
**Cc:** 'Chief William Murray'  
**Subject:** Deferred Comp Grievance

Robert,  
I will also bring a hard copy over today.



## Ayer Police Patrol Officer Association

54 Park Street Ayer, MA 01432

978-772-8200

July 15, 2014

Town Administrator Robert Pontbriand,

After speaking with Lt. Brian Gill and Chief William Murray due to the fact that they could not rectify the situation it was recommended to start at a level 3 Grievance.

The Union believes that the town has violated the contract and the agreement by making payroll deductions for participating members of the Smart Plan, Massachusetts Deferred Compensation and not making deposits in a timely manner. The Union believes that this violation occurred beginning with the payroll due on May 17, 2014.

Union members were not notified of this incident and it was not mentioned to employees until a non-union member accidentally found out that deductions were not being taken out of this employees check. Once this was observed it was found that all members of the Ayer Police Patrol Officer Association were being affected by this. The Ayer Police Patrol Officer Association members were never put on notice about deductions not being made and learned after the fact that not only were deductions not being made in a timely manner, but that this had occurred for several weeks, causing unspecified monetary loss for members of this union that goes toward retirement. The Ayer Police Patrol Officers Association finds this error egregious on the town's behalf. Not one letter of explanation or contact was made by Town Treasurer Stephanie Gitner to rectify the situation or put members of this Union on notice that a mistake had occurred, leaving members unaware that they were losing potentially thousands of dollars towards their retirement.

The Union believes this delay violates the provision Article 2 "Prior Benefits and Preservation of Rights", the article states that all rights and privileges enjoyed by the employee will remain in effect unless specifically abridged or modified by this contract.

To our knowledge the payments for deferred compensation have always been made no later than the following Tuesday of a pay day. We believe this practice is inconsistent with MGL Chapter 154, Sect. 8. Deductions of Salary. We look forward to working with you to remedy this situation by reimbursing the agreed upon financial impact to our union members as well as ensuring that it does not happen again.

Respectfully submitted,

---

Kellie A. Barhight, President APPOA

# AYER FIRE DEPARTMENT

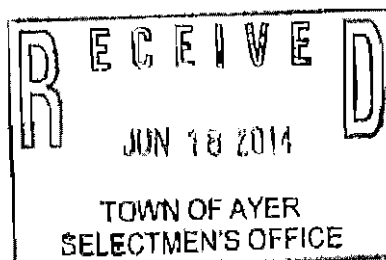
Robert J. Pedrazzi  
Chief

1 West Main Street  
Ayer, Massachusetts 01432  
Tel. (978) 772-8231  
Fax (978) 772-8230



June 18<sup>th</sup>, 2014

Jeremy Januskiewicz  
President Local 2544 Ayer Firefighters  
1 West Main St.  
Ayer, MA 01432



Dear Jeremy,

I am in receipt of your grievance dated June 17<sup>th</sup>, 2014 in relation to Union members Smart Plan Massachusetts Deferred Compensation not being deposited into their Smart Plan accounts in a timely manner.

As I understand, past practice has been that this money was deposited into these accounts within a week of the automatic deduction from personnel's pay. This is a function that is done through the Treasurer's office. The Fire Department has no control over how this function of payroll is done.

I am denying this grievance on the basis that I have no mechanism to remedy this situation and forwarding it on to the Board of Selectmen for consideration.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Pedrazzi".

Robert J. Pedrazzi  
Fire Chief / EMD

**AYER FIREFIGHTERS  
LOCAL 2544**



1 W. MAIN STREET  
AYER, MASSACHUSETTS 01432  
Tel. (978) 772-8231  
Fax (978) 772-8230

June 17, 2014

Robert J. Pedrazzi, Fire Chief  
Ayer Fire Department  
1 West Main St  
Ayer, MA 01432

Chief,

The Union believes that the town has violated the contract and the agreement by making payroll deductions for participating members of the Smart Plan Massachusetts Deferred Compensation and not making deposits in a timely manner. The Union believes that this violation occurred beginning with the payroll due on May 17, 2014.

The Union believes this delay violates the provision Article XXX "Management Right", the article provides the town the ability to "promulgate and support reasonable rules and regulations" for the administration of the department, and the Union feels this extended delay is not reasonable.


The Union believes this delay also violates the provision Article XII "Prevailing Rights", the article states that all rights, privileges, and working conditions enjoyed by the members of the bargaining not included in this agreement will remain unchanged and unaffected unless they are changed by mutual agreement.

To our knowledge the payments for deferred compensation have always been made no later than the following Tuesday of a pay day. We believe this practice is inconsistent with MGL Chapter 154, Sect. 8 Deductions of Salary. We look forward to working with you to remedy this situation and ensuring that it does not happen again.

Respectfully submitted,

I.A.F.F. Local 2544

  
Jeremy S. Jajuskiewicz, President

  
Timothy R. Shea, Vice President

David Greenwood, Secretary / Treasurer

## Robert Pontbriand

---

**From:** Robert Pontbriand  
**Sent:** Thursday, May 29, 2014 11:42 AM  
**To:** ayerbos@ayer.ma.us  
**Subject:** FW: Great West inquiry  
**Attachments:** Great West info May 29th 2014.pdf

FYI

**From:** Chief Pedrazzi [mailto:firechief@ayer.ma.us]  
**Sent:** Thursday, May 29, 2014 6:04 AM  
**To:** [treas@ayer.ma.us](mailto:treas@ayer.ma.us)  
**Cc:** [REDACTED], [acct@ayer.ma.us](mailto:acct@ayer.ma.us); Robert Pontbriand  
**Subject:** Great West inquiry

Hi Stephanie,

I am inquiring about the status of my deferred compensation with Great West. I started an account with Great West with the first deduction from my payroll being the May 1<sup>st</sup> pay date. The money from that payroll deduction was deposited into my Great West account on May 7<sup>th</sup>; six days later. The next pay date was May 15<sup>th</sup>, the money for Great West was deducted from my check on May 15<sup>th</sup>. That money has not showed up in my Great West account as of today 14 days later. Can you investigate this and give me an answer as to where the problem exists? Attached is a copy of the transaction history from my Great West account year to date and my 5/15/14 payroll stub.

Sincerely;  
Chief Pedrazzi

## DEPARTMENT OF PUBLIC WORKS

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



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

### MEMORANDUM

Date: September 30, 2014  
To: Board of Selectmen  
From: Mark Wetzel, P.E., Public Works Superintendent  
Subject: **October 7 Meeting Agenda Items**

1. Recognition of Douglas Jaspersen - Roads Scholar Certificate from Baystate Roads Program
2. Recommendation for Town Engineer position
3. Recommendation of Award - Victor Drive Culvert Replacement - Bids for the Victor Drive Culvert were opened on Friday, September 26. The low bidder is East Coast Developments, Inc. of North Reading with a bid of \$124,450.00. We have a budget of \$150,000 for this project. Pending completion of references checks, I recommend award of this contract to East Coast Developments.
4. Vote to Execute Contract with East Coast Developments (pending award and receipt of bonds and insurance certificates) - In order to complete the construction of the Victor Drive Culvert Replacement this fall, I am requesting that the Board also vote to execute the Contract with East Coast Developments, Inc upon receipt of Performance Bonds, Payment Bonds and Insurance Certificates. This will reduce the contract execution time and allow the contractor to begin this month.
5. Sludge Disposal Contract - Upper Blackstone Valley Water Pollution Abatement District - FY15 contract for signature by the Chairman.
6. Pingry Hill Street Acceptance Recommendation - Attached is my letter to the Planning Board with the items that need to be corrected / completed prior to acceptance of the streets. I will inspect prior to Fall Town Meeting.



## BAYSTATE ROADS PROGRAM

University of Massachusetts Transportation Center  
214 Marston Hall  
130 Natural Resources Rd  
Amherst, MA 01003  
(413) 545-2604 FAX: (413) 545 6471  
ahmadjia@ees.umass.edu www.baystateroads.org



August 27, 2014

Mark Wetzel, DPW Superintendent  
Town of Ayer  
25 Brook Street  
Ayer, MA 01432-1118

Re: **Doug Jasperson has achieved the rank of Roads Scholar**

Dear Mr. Wetzel:

Congratulations to the Town of Ayer on the success of Doug Jasperson! Doug has recently completed all of the requirements for our Baystate Roads Scholar Program. This program requires that the applicant attend at least seven of our training workshops. Each workshop requires a minimum of six hours participation and is always challenging and often very technical.

Although the name "Roads Scholar" is somewhat humorous and designed to catch attention, Mr. Jasperson's accomplishment is very impressive because he has come to all of our workshops ready to learn with a genuine interest in improving operations in Ayer. Doug has shown us that he is a professional who is serious about furthering his education and improving the way he accomplishes his work.

We hope you are as pleased with Mr. Jasperson's achievement as we are and that you will acknowledge his accomplishment within your town. This achievement lends itself very well to articles in local newspapers or community newsletters; his participation will, of course, be announced in our newsletter MASS Interchange. More information about our program is available by contacting me at (413) 545-2604 or visiting our website at: <http://www.mass.gov/baystateroads>

Sincerely,

Christopher J. Ahmadjian, Ph. D., P.E., MBA  
Program Manager

SECTION 00810  
NOTICE OF AWARD

Dated October 7, 2014

Project:	Owner: <b>Town of Ayer</b>	Owner's Contract No.:
Contract: <b>Victor Drive Culvert Replacement</b>		Engineer's Project No.:
Bidder: <b>East Coast Development</b>		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		
<b>126 Main Street Unit 2</b>		
<b>North Reading, MA 01864</b>		

You are notified that your Bid dated September 26, 2014 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Victor Drive Culvert Replacement.

The Contract Price of your Contract is One Hundred Twenty Four Thousand Four Hundred and Fifty Dollars (\$124,450).

4 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within [5] days of the date you receive this Notice of Award.

1. Deliver to the Owner [**4**] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders and General Conditions and Insurance Certificates.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Town of Ayer, Board of Selectmen  
Owner  
By: \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Title

COPY



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 \$1000 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 30<sup>th</sup> 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: Victor Drive Culvert.
  - 7. Addenda Number 1
  - 8. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 6, 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:

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. 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.

COPY

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:

CONTRACTOR

Board of Selectmen  
Town of Ayer  
Ayer, Massachusetts

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

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

Title: Chairman

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

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

Title: Member

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

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

Title: Member

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

[CORPORATE SEAL]

[CORPORATE SEAL]

Approved: \_\_\_\_\_

Approved: \_\_\_\_\_

Title: Treasurer

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: Clerk

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

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

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



SECTION 00300

FORM FOR GENERAL BID

Ayer Department of Public Works  
Ayer, Massachusetts  
Victor Drive Culvert Replacement

The following Bid is submitted to: Town of Ayer Department of Public Works  
25 Brook Street  
Ayer, MA 01432

By (Contractor Name): East Coast Developments, Inc.  
(Address for Giving Notice): 126 Main Street - Unit #2  
North Reading, MA 01864

A. The Undersigned proposes to furnish all labor and materials required for the Victor Drive Culvert Replacement in Ayer, Massachusetts,, in accordance with the accompanying plans and specifications prepared by The Ayer DPW for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda

Number #1  
Dated 9/22/14

C. The proposed contract lump sum price for Victor Drive Culvert Replacement Project, complete is

One Hundred Twenty Four Thousand Four Hundred Fifty Dollars + 00/100  
(in Words) dollars (\$124,450.00 (in Figures)).

D. The undersigned agrees that, if selected as general contractor, he/she will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or



corporations; that all, the Contract Documents as prepared by the Ayer Department of Public Works and GPR Engineering and dated September 2014 have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

The time period for holding bids, where Federal approval is not required is 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

The Bid Security accompanying this Bid shall be in the amount of 5 percent of the Bid. The Bid Security shall be sealed in a separate envelope from the Bid and then attached to the envelope containing the Bid.

If a Notice of Award accompanied by at least six unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within thirty days, excluding Saturdays, Sundays, and legal holidays after the actual date of the opening of the General Bids, the undersigned will within five days, excluding Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

The undersigned hereby agrees that the Contract Time shall commence twenty days following the Effective Date of the Agreement and that the Work will be substantially complete and completed and ready for final payment in accordance with paragraph the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. Work will be substantially complete within 75 calendar days after the date when the Contract Time commences to run provided in the General Conditions, and completed and ready for final payment within 90 calendar days after the date when the Contract Time commences to run. The undersigned further understands that delays in completion of the Work will cause the OWNER to suffer damages and incur substantial costs, and will expose the OWNER to other substantial liabilities, and that if the selected Contractor shall neglect, fail or refuse to achieve Substantial Completion or final completion of the Work within the times specified above, as such times may be extended pursuant to the provisions of the Contract Documents, the OWNER will hold the selected Contractor strictly liable for all such damages and any other damages, costs, expenses or liabilities sustained or incurred by the OWNER arising out of such delays, as further provided in the Agreement, or for any delay in achieving any other milestones set forth in the Contract Documents in accordance with the terms of the Agreement. The undersigned accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time in the amount of \$750 per day after substantial completion time limits and \$750 per day after final completion time limits.

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the work in its entirety in the manner and under the conditions required.

COPY

The OWNER shall select the low responsive and responsible bidder based on the Base Bid and available funding.

The undersigned agrees that extra work, if any, will be performed in accordance with Article 10 of the General Conditions of the Contract and will be paid for in accordance with Article 11 of the General Conditions of the Contract.

The bidding and award of this Contract will be in accordance with M.G.L. Chapter 30, Section 39M.

The undersigned must furnish a 100 percent Performance Bond and a 100 percent Payment Bond with a surety company acceptable to OWNER.

Where indicated for amounts to be shown in both words and figures, in case of discrepancy, the amount shown in words shall govern.

The following documents are attached to and made a condition of this Bid:

- (a) This Bid Form in its Entirety.
- (b) Required Bid Security.
- (c) Required Experience Statement (Section 00405) with supporting data.

COPY

**CERTIFICATIONS**

Pursuant to M.G.L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he/she will comply fully with all laws and regulations.

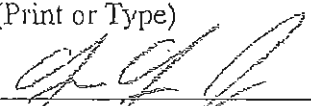
The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business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

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section Twenty-nine F of Chapter Twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

**COPY**

76-0848929  
Social Security Number or  
Federal Identification Number

East Coast Developments, Inc.  
Individual or Corporate Name  
(Print or Type)

By:   
(Signature) as president

RESPECTFULLY SUBMITTED on 9/26/14, 2014

COPY

An Individual

By (Individual's Name) \_\_\_\_\_ (SEAL)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

A Partnership

COPY

By (Firm Name) \_\_\_\_\_ (SEAL)

(General Partner) \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

A Corporation

By (Corporation Name) East Coast Developments, Inc. (Corporate Seal)

Seal

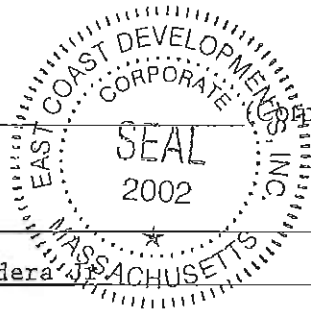
(State of Incorporation) MA - 2002

By (Name and Title of Person Authorized to Sign) Frank Fodera

Attest (Secretary) [Signature]

Business address: 126 Main Street - Unit #2, North Reading, MA 01864

Phone No.: 978-207-1802



A Joint Venture

By (Name) \_\_\_\_\_ (SEAL)

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

Phone No.: \_\_\_\_\_

By (Name) \_\_\_\_\_ (SEAL)

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

Phone No.: \_\_\_\_\_

By (Name) \_\_\_\_\_ (SEAL)

COPY

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

Phone No.: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

COPY

SECTION 00302

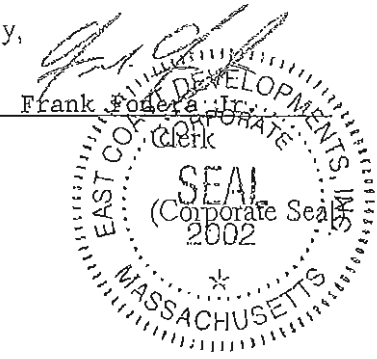
CERTIFICATE OF AUTHORITY TO SIGN

At a duly authorized meeting of the Board of Directors of East Coast Developments Inc.  
(Company Name)  
held on 9/26/14, at which all the Directors were present or waived notice, it was voted  
(Date)  
that Frank Fodera Jr., President,  
(Officer Names)  
of this Company, be and he/she/they hereby is/are authorized to execute Bidding Document,  
Contracts and Bonds in the name and on behalf of said Company, and affix its corporate seal thereto,  
and such execution of any contract or obligation in this Company's name on its behalf by such  
President under seal of the Company shall be valid and binding upon this Company.  
(Officer/Title)

I hereby certify that the above vote has not been amended or rescinded and remains in full effect as of  
this date 9/26/14.

A true copy,

ATTEST



COPY

(General Bidders and Sub-Bidders shall complete and submit this Form or a similar Form as proof of Authority to Sign)

## SECTION 00405

EXPERIENCE STATEMENT

All questions must be answered with clear and comprehensive data; if necessary, add additional pages. This statement must be notarized.

1. Name of Bidder.  
East Coast Developments, Inc.
2. Permanent Main Office address.  
126 Main Steet - Unit #2  
North Reading, MA 01864
3. When organized.  
2002 in Ma.
4. Where incorporated.  
MA
5. How many years have you been engaged in the contracting business under your present firm name? Also state names and dates of previous firm names, if any.  
12 Years same business
6. State work of a similar nature to that stated in the Bid Proposal, including references that will assist the Owner to judge experience, skill and business standing:  
See attached
7. Contracts on hand. (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion.)  
None - all complete
8. General character of work performed by your company.  
Commercial General Contractor, Masonry & Site & Utilities  
See attached

9. Have you ever failed to complete any work awarded to you? \_\_\_(Yes)  
 x (No) If so, where and why?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. Have you ever defaulted on a contract? \_\_\_(Yes)  x (No). If so, where and why?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. List the more important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.  
 See attached   
\_\_\_\_\_  
\_\_\_\_\_
12. List your major equipment available for this contract.  
 80,000 LBS excavator, 10,000 LBS mini excavator, Crane 50', 60' Boomlift   
 F650 Dump, 300 Bobcat, 800 LBS plate compactor etc.   
\_\_\_\_\_
13. List your key personnel such as Project Superintendent and foremen available for this contract.  
 See attached Frank Fodera Jr. & Henry Cella   
\_\_\_\_\_  
\_\_\_\_\_
14. List any subcontractors whom you would expect to use and the general components of the Project (e.g. Electrical, Plumbing, HVAC, etc.) for which they will be responsible. Indicate other projects on which the proposed subcontractor has worked with you.  
 None   
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
15. Name and address of banking institutions with whom you do business.  
 Marblehead Bank - Kevin Buglar 978-882-3366   
\_\_\_\_\_  
\_\_\_\_\_



Do you grant the Engineer permission to contact this (these) institutions? X (Yes)  
   (No)

Dated at 1:00 PM this 25th day of Sept., 2014

East Coast Developments, Inc.  
(Name of Bidder)

By Frank Fodera Jr.

State of MASS. Title President

County of Middlesex

Frank Fodera Jr. being duly sworn, deposes and says that he is

of President and that the answers to the foregoing  
(Name of Organization)

questions and all statements contained therein are true and correct.

Sworn to before me this 25 day of September, 2014

(Notary Public)

My commission expires

DENISE A. GUARINIA  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 10, 2019

END OF SECTION

**COPY**

MEMORANDUM OF AGREEMENT

For

SLUDGE DISPOSAL

COPY

This Agreement, by and between the Upper Blackstone Water Pollution Abatement District, 50 Route 20, Millbury, Massachusetts 01527 (the "District") and the Town of Ayer, 1 Main Street, Ayer, Massachusetts 01432 (the "Town"), witness that:

WHEREAS, the District is authorized to accept and treat wastewater sludge at the District's Wastewater Treatment Plant, (the "Plant") and

WHEREAS, the District is desirous of having the Town dispose of waste sludge in a regulatory and legally acceptable manner;

NOW, THEREFORE, in consideration of the mutual promise between the District and the Town, and in further consideration of certain payments by the Town to the District, as set forth in this Agreement, it is agreed as follows:

1. The Town will comply with the requirements in the Waste Hauler's License (Attachment A), pertaining to the transportation and dumping of sludge.
2. The Town will pay to the District monthly charges which will be computed in accordance with rates and conditions in letter dated June 23, 2014 (Attachment B). The District will submit monthly invoices to the Town, and the town will pay the amount due not more than thirty (30) days after receipt of each such invoice. A disputed invoice does not relieve the Town from complying with this paragraph.
3. The District will accept, treat and dispose of all of Ayer's sludge as delivered by the Town or the Town's authorized haulers.
4. The term of this Agreement shall be from July 1, 2014 through June 30, 2015, subject to conditions as described. This Agreement may be extended beyond June 30, 2015 by mutual written agreement between the District and the Town.
5. This Agreement may be terminated at any time by written agreement and acceptance of terminated conditions by both the District and the Town upon the occurrence of one of the following:
  - a) Written notification by the Town to the District, not less than 30 days in advance that the Town has elected to terminate the Agreement.
  - b) The failure of the District to comply with a material provision of this Agreement, provided that the Town shall have given the District written

notification of such failure and that the District shall not have cured such failure prior to the expiration of fifteen (15) days after receipt of such written notification.

- c) The District's inability to operate its process equipment, through no fault of its own, resulting from fire, flood, earthquake, civil disorder, court or regulatory order, regulatory controls, environmental impact, or disaster or any other event beyond the District's reasonable ability to control.
  - d) A change in the quality of the Town's sludge such that it causes violations of environmental regulations' or failure to meet the per cent solids as detailed in Attachment B. The District shall have provided the Town with 30 days to correct such problems, and provided further that the District will be the sole judge as to whether the problem has been corrected.
  - e) The Town's failure to pay an invoice within thirty (30) calendar days after receipt of such invoice from the District, provided that the District shall have given the Town written notification of said failure and that the Town shall not have cured such failure prior to the expiration of seven (7) days after receipt of such written notification.
6. This Agreement constitutes the entire Agreement of the parties and supersedes any and all prior direct or related Agreements, oral or written. This Agreement may only be amended by a written agreement between the parties.
7. This Agreement will be interpreted for all purposes as a Massachusetts contract under the laws of the Commonwealth of Massachusetts.

Upper Blackstone Water Pollution Abatement District

By: COPY

Date: \_\_\_\_\_

Town of Ayer Board of Selectmen

By: COPY

Date: \_\_\_\_\_

Attachment A - Waste Hauler License  
Attachment B- Letter dated June 23, 2014 regarding costs and conditions.



# UPPER BLACKSTONE WATER POLLUTION ABATEMENT DISTRICT

Engineer - Director / Treasurer Karla Sangroy, P.E.

## WASTE HAULER LICENSE

COPY

Waste Hauler Company Name: Town of Ayer DPW  
Authorized Representative: Mark L. Wetzel  
Mailing Address: 25 Brookz St. Ayer MA 01432  
Company Address: Same  
Phone Number: 978-722-8240

Authorization to discharge properly permitted and manifested hauled waste to the Upper Blackstone Water Pollution Abatement District wastewater facilities is hereby granted in accordance with the following limitations, conditions, and requirements:

### I. DISCHARGE REQUIREMENTS

#### Weigh in and Designated Disposal Points

The waste hauler must weigh in on the District scale and must discharge all liquid wastes at the septage receiving facility located at the headworks of the treatment plant, or at the sludge receiving facility located at the sludge holding tanks; as directed by the District. Discharge hours are 7 A.M. to 5 P.M. Monday thru Friday.

#### Industrial/Commercial Waste

Any waste which may be identified as commercial or industrial waste must be sampled prior to pumping and discharging. The results of the sampling must be reviewed and approved by the District for safe disposal to the treatment plant. The waste must be in compliance with all applicable local, state, and federal regulations. District authorization must be granted to the industry, person, or facility generating the waste prior to having the waste pumped and hauled to the District. The waste hauler must have a copy of the written District approval/permit from the industry, person, or facility generating the waste.

Wastes transported to the District are to be from a single source permitted by the District. Neither the permittee nor the waste hauler may add any other wastes to the load from a single permitted source (i.e., no mixed loads). If loads are mixed the waste hauler will be subject to the penalties discussed in Article III herein, and the hauler will be charged for the entire load on the basis of the highest priced material in the load.

Prohibitive Discharge Standards

The permittee is prohibited from sending, and the waste hauler is prohibited from discharging liquid wastes listed in the general and specific prohibitions in Article III Sections 1 and 2 of the District's Sewer and Pretreatment Regulations. The permittee is prohibited from sending, and the waste hauler is prohibited from discharging industrial/commercial wastes which exceed the following limitations:

Arsenic	3.7 mg/L
Beryllium	1.2 mg/L
Cadmium	.1 mg/L
Chromium	1.6 mg/L
Copper	1.09 mg/L
Lead	2.0 mg/L
Mercury	.001 mg/L
Nickel	13.4 mg/L
Selenium	.7 mg/L
Silver	.5 mg/L
Zinc	3.7 mg/L
Cyanide	2.0 mg/L
Fats, oil, and grease	225 mg/L*
pH minimum	5.0
pH maximum	12.0

COPY

\* Unless from permitted generator in District member community

**II. RESPONSIBILITIES**

1. The waste hauler is responsible to assure that material discharged at the District has been permitted by the District or its authorized agent for disposal at the District.
  - a. Boards of Health may issue permits for disposal of domestic septage to the District.
  - b. All other wastes must be permitted by the District.
2. The waste hauler is responsible for protecting the wastewater treatment plant from any contributing discharges which would cause pass-through, inhibit, interfere, or otherwise be incompatible with the operation or maintenance of the treatment plant.
3. The waste hauler is responsible for keeping the discharge point clean from waste spills.

Liability Insurance

The licensee must carry liability insurance. The licensee must submit a copy of a certificate of Liability Insurance form to the District as evidence of adequate liability coverage. The licensee must have the following coverage:

<u>Coverage</u>	<u>Limit</u>
Comprehensive General Liability	
General Aggregate	\$2,000,000
Products-Completed Operation	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000
Automotive/Combines Single Limit	\$1,000,000
Employer Liability	\$500,000
Workers Compensation (or disability insurance)	Statutory Requirements

Nontransferability

This license is not transferable. In the event of a change in control or ownership, the licensee shall notify the District. The new owner shall be made aware of this license and its limitations to afford the new owner an opportunity to apply for a new license without interruption of business.

**III. VIOLATIONS**

License Revocation

If any person fails to comply with any provisions of this license, or discharges waste into the treatment plant in violation of the terms and conditions of this license, or the District's Sewer and Pretreatment Regulations, or any other local, state, or federal regulation, the District may revoke the license.

Civil Penalty

Any person who violates any provision of this license or the District's Sewer and Pretreatment Regulations shall be liable for a civil or criminal penalty up to \$10,000 for each violation in accordance with the provisions of Massachusetts General Laws, Chapter 752, Section 7, as most recently amended. Each day in which any such violation continues shall be deemed a separate offense. Any person violating any provisions of this license or the District's Sewer and Pretreatment Regulations shall become liable to the District for any expense, loss, damage suffered, attorney fees, court costs, and any other expense of investigation and enforcement action by the District.

Should the licensee discharge or cause to be discharged any substance which causes or contributes to a violation of any of the District's discharge or operating permits, whether or not such discharge was intentional, the licensee agrees that it will be liable for twice the amount of any penalty subsequently levied upon the District by any regulatory agency or court.

Penalty for False Statement

Any person who knowingly makes or authorizes any false statement, representation, or certification in any license or permit application, laboratory report, or other document required by this license, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device, testing method or samples required under this license shall be subject to a civil penalty up to \$10,000.

COPY

Signed by:

Licensee:

*Mark Wetzel*  
Mark Wetzel

Date:

9/19/14

**For District use only:**

Submission of Certificate of Liability Insurance:	
Submission of Milbury Registration:	
License Number:	
District Authorized Representative:	Date:

COPY COPY





**UPPER BLACKSTONE  
WATER POLLUTION ABATEMENT DISTRICT**

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

June 23, 2014

Via e-mail

**BOARD OF DIRECTORS**

Chairman  
Robert L. Moylan Jr., P.E.  
Worcester

Vice Chairman  
Jeffrey C. Milohell  
Auburn

Secretary  
Matthew J. Labovites  
Worcester

**Members**

Philip Guerin  
Worcester

Gary Kelleher  
Rutland

Michael E. Traynor, Esq.  
Worcester

Donald Manseau  
Cherry Valley Sewer District

Robert McNeill, III, P.E.  
Millbury

Stephen F. O'Wall  
Worcester

Mark Elbag, P.E.  
Holden

Anthony Sylvia, P.E.  
West Boylston

Ayer Treatment Plant  
o/o DPW  
25 Brook Street  
Ayer, MA 01432

**COPY**

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, 2014 through June 30, 2015 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 it. 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

cc: J. Nowak  
M. Johnson  
J. Lopmer

# Town of Ayer



## SPECIAL FALL TOWN MEETING WARRANT

Ayer Town Hall ~ Great Hall  
1 Main Street, Ayer, MA 01432  
October 27, 2014 @ 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-seventh (27<sup>th</sup>) day of October, 2014, 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 7<sup>th</sup> day of October AD 2014.

\_\_\_\_\_  
Christopher R. Hillman, Chairman

\_\_\_\_\_  
Jannice L. Livingston, Vice Chairman

\_\_\_\_\_  
Gary J. Luca, 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 17, 2014. We shall make every reasonable effort to assist you. Large print version of the text of this warrant is available upon request.



**ARTICLE 1: CPAC – Habitat for Humanity**

To see if the Town will vote to appropriate from the FY 2015 Community Preservation Fund Revenues (Housing) the sum of \$100,000.00, more or less, to Habitat for Humanity of North Central Massachusetts for the purpose of constructing a Habitat for Humanity Home located at 76 Central Avenue in the Town; or take any action thereon or in relation thereto.

Sponsor: Community Preservation Committee  
Board of Selectmen:  
Finance Committee:

Simple Majority Vote Required

**ARTICLE 2: Street Acceptance – Deer Run; Partridge Run;  
Portions of Hickory Way and Old Farm Way**

To see if the Town will vote to accept the layout of Deer Run; Partridge Run; Portions of Hickory Way and Old Farm Way 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 3: Transfer Article: Teenage Anxiety and Depression Solutions  
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 2014 - October 31, 2016) or take any action thereon or in relation thereto.

Sponsor: Board of Selectmen  
Finance Committee:

Two-Thirds Majority Vote

*Explanatory Note: The Ayer Board of Selectmen in July 2014 after a presentation by the Ayer Shirley Regional School District made a commitment to fund the Town's portion of this two year contract for the Teenage Anxiety Depression Solutions Grant. The Town of Shirley will fund \$4,000 and the ASRSD will fund \$4,000. This grant funded program will provided anxiety and depression solutions and resources to students, parents, and families in the ASRSD.*

**ARTICLE 4: Transfer Article: Transfer from FY 2015 Department 200 – Finance (Treasurer’s Account) to FY 2015 Department 100 – General Government (Board of Selectmen’s Account)**

To see if the Town will vote to transfer from Article 5 of the May 12, 2014 ATM (the FY 2015 Department 200 – Finance Department Treasurer’s Account) the amount of \$50,900.00 to fund the FY 2015 Department 100 – General Government Department Board of Selectmen Account to fund the position of Benefits and Payroll Manager or take any action thereon or in relation thereto.

Sponsor: Board of Selectmen  
Finance Committee:

Two-Thirds Majority Vote

*Explanatory Note: With the elimination of the position of Assistant Treasurer and the creation of the position of Benefits and Payroll Manager Position after this Article would transfer the amount of \$50,900.00 originally appropriated for the position of Assistant Treasurer in FY 2015 in the Treasurer’s Budget to the Board of Selectmen’s Budget to fund the position of the Benefits and Payroll Manager for FY 2015.*

**CITIZENS’ PETITIONS**

**[DEADLINE: Friday, October 3, 2014 at 12:30pm]**

**[None Filed as of 10/2/2014]**

**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.

\_\_\_\_\_  
Robert D. Friedrich, Constable

Date: \_\_\_\_\_



To: Board of Selectmen, Ayer, MA  
Robert A. Pontbriand, Town Administrator  
Carly Antonellis, Assistant to the Town Administrator

From: Susan E. Copeland, Ayer Town Clerk and Tax Collector

RE: Updates from Town Clerk and Tax Collector's Office

The following topics will be discussed, reviewed and updated with the Board of Selectmen at the meeting on October 7<sup>th</sup>, 2014.

- ❖ Century Bank Update - Collector's Account
- ❖ Shredding and Document Removal
- ❖ 2<sup>nd</sup> Quarter Taxes Due
- ❖ Update on Hours Changed
- ❖ Purchase of New Equipment
- ❖ Boston Post Cane Update
- ❖ Lock Box Collection Update
- ❖ Information Updated - Spreadsheets
  - Returned Mail – census, excise, personal property, and real estate
  - Bankruptcy
  - Insurance
  - Business Certificates
- ❖ Training and Conferences

# Board of Selectmen

MEETING TUESDAYS AT 7:00 P.M. • UPPER TOWN HALL • 1 MAIN STREET • AYER, MASSACHUSETTS 01432



Tel. (978) 772-8220  
Fax. (978) 772-3017

Town Administrator  
(978) 772-8210

## MEMORANDUM

**DATE:** October 2, 2014

**TO:** Ayer Board of Selectmen

**FROM:** Robert A. Pontbriand  
Town Administrator

**SUBJECT: BOS Vote and Execution of the OPEB/PRIT Agreement Between HCST Board and the Town of Ayer**

Dear Selectmen,

On the advice of Town Counsel, before the Town can legally enter into the Investment Agreement Between HCST Board and the Town of Ayer (See Attached), the Ayer Board of Selectmen must vote in open session to authorize the execution of the agreement by the Town Treasurer.

The Town Treasurer and I have been in consultation with Town Counsel regarding this and I respectfully recommend that the BOS vote to authorize the execution of the attached agreement to be signed by the Town Treasurer.

Thank you.

Attachment

Cc: M. Stephanie Gintner, Town Treasurer

INVESTMENT AGREEMENT  
BETWEEN HCST BOARD AND MUNICIPALITY

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and between the Health Care Security Trust board of trustees ("HCST Board"), established pursuant to Massachusetts General Laws ("M.G.L.") Chapter 29D, Section 4, acting as the trustee and administrator of the State Retiree Benefits Trust Fund ("SRBT Fund") established under the provisions of M.G.L. Chapter 32A, Section 24, having an address of One Ashburton Place, Room 901, Boston, Massachusetts 02108, and the Town of Ayer (the "Municipality"), a body corporate and politic of the Commonwealth of Massachusetts, having an address at One Main Street, Ayer, MA 01432.

Preliminary Statement

M.G.L. Chapter 32B, Section 20, as amended by Chapter 68, Section 57 of the Acts of 2011 ("Section 20"), authorizes municipalities that accept such Section to establish an Other Post-Employment Benefits Liability Trust Fund ("OPEB Trust Fund") and to appropriate amounts to be credited to such OPEB Trust Fund. Pursuant to Section 20, the Municipality, by vote of its Board of Selectmen and approval of the Town Meeting (the "Vote"), a certified copy of which is attached hereto as **Exhibit A**, has established an OPEB Trust Fund, has initially appropriated the amount of \$528,864.35 to be credited to the OPEB Trust Fund, and has directed the Municipality's Custodian to invest the OPEB Trust Fund in the SRBT Fund administered by the HCST.

Accordingly, the parties agree as follows:

1. The Municipality hereby represents and warrants that, by virtue of the Vote, it has accepted Section 20, has established the OPEB Trust Fund with the Town Treasurer as Custodian and has appropriated \$528,864.35 for initial credit to the OPEB Trust Fund.

COPY

- COPY
2. The HCST Board hereby accepts the investment of the Municipality's OPEB Fund.
  3. The HCST Board and the Municipality acknowledge that, pursuant to M.G.L. Chapter 29D, Section 4 and M.G.L. c.32A, Section 24(a), the HCST Board is required to invest the SRBT Fund with the Pension Reserves Investment Trust Fund ("the PRIT Fund"), which is administered by the Pension Reserves Investment Management Board ("PRIM Board"), established pursuant to M.G.L. Chapter 32, Section 23(2A).
  4. The Municipality hereby directs the HCST Board to invest the OPEB Trust Fund in the SRBT Fund as a "Purchasing System" in the PRIT Fund (as set forth below), and the HCST Board hereby authorizes participation by the Municipality in the SRBT Fund and approves such investment. The Municipality acknowledges that its OPEB Trust Fund will be commingled with assets of other participants in the SRBT Fund. The Municipality will provide the HCST Board and/or the PRIM Board with such information as the HCST Board or PRIM Board may request from time to time to enable them to perform their responsibilities under this Agreement.
  5. The HCST Board and the PRIM Board, acting on behalf of the PRIT Fund, have entered into an Amended and Restated Investment Services Agreement, dated as of October 1, 2011, attached as **Exhibit B** hereto (the "Investment Services Agreement"), pursuant to which the SRBT Fund is invested in the PRIT Fund General Allocation Account ("GAA") as a "Purchasing System" under the terms of the Pension Reserves Investment Management Board Operating Trust, a copy of which is attached as **Exhibit C** (the "PRIM Board Operating Trust"). The Municipality hereby acknowledges that it has reviewed such materials as it deems necessary and appropriate to understand the GAA and the PRIT Fund. In the event the Investment Services Agreement is amended, the HCST shall provide the Municipality with the Amended Investment Services Agreement.

6. The Municipality acknowledges that, pursuant to M.G.L. Chapter 29D, Section 4, the HCST Board, acting on behalf of the SRBT Fund, and the PRIM Board have entered into an Administrative Services Agreement, dated as of October 1, 2011, attached hereto as **Exhibit D** (the "PRIM Administration Agreement"), pursuant to which the HCST Board is utilizing the existing resources and staff of the PRIM Board to provide the administrative services described therein to the SRBT Fund and those municipalities and other political subdivisions, agencies and authorities of the Commonwealth which may participate in the SRBT Fund. The PRIM Board shall have responsibility for the valuation of assets in accordance with the provisions of Article 6 of the PRIM Board Operating Trust and for reporting to the Municipality regarding the OPEB Trust Fund. In the event the PRIM Administration Agreement is amended, the HCST Board shall provide the Municipality with the Amended PRIM Administration Agreement.

COPY

7. The PRIM Board is paid a Service Fee and Out-of-Pocket Expenses for the services provided in accordance with the PRIM Administration Agreement including but not limited to custodian bank fees, which fees are transferred directly to the PRIM Board from the SRBT Fund's cash account. The HCST Board's administrative expenses shall be paid out of the SRBT Fund's cash account. The Municipality will be responsible for its pro rata share of all such fees. The Municipality understands the respective rights and obligations of the PRIM Board, the HCST Board and the Municipality with respect to the OPEB Trust Fund deposited as part of the SRBT Fund in the GAA of the PRIT Fund.
8. The cash and assets of the OPEB Trust Fund will be held as part of the SRBT Fund by a custodian designated from time to time by the PRIM Board. The current custodian is The Bank of New York Mellon Trust Company, N.A.. The PRIM Board will direct the Municipality with respect to investing and withdrawing assets in the PRIT Fund GAA.
9. The Municipality acknowledges that it is obligated, as the fiduciary for the OPEB Trust Fund, to review and evaluate the suitability of the investment of the OPEB

Trust Fund in the PRIT Fund GAA. The HCST Board is required to employ the PRIM Board to invest the SRBT Fund in the PRIT Fund.

10. The Municipality acknowledges that its participation in the SRBT Fund will be in accordance with the HCST Board Operating Trust Agreement attached as **Exhibit E** and the procedures and criteria adopted by the HCST Board and attached hereto as **Exhibit F**, as they may be amended from time to time, and in accordance with the PRIM Board Operating Trust, the Investment Services Agreement and the PRIM Administration Agreement.
11. The Municipality intends to appropriate \$ \_\_\_\_\_ in each fiscal year hereafter to fund the OPEB Trust Fund, with a goal of funding \$ \_\_\_\_\_ of its liabilities for other post-employment benefits by the year 20 \_\_\_\_.
12. The Municipality shall annually provide the HCST Board with a copy of the summary that it is required to provide to the public employee retirement administration commission pursuant to Section 20 concerning its other post-employment benefits cost and obligations and related information, as required by Government Accounting Standards Board standard 45.
13. The Municipality hereby represents that the persons listed below are duly authorized to act on behalf of the Municipality with respect to the OPEB Trust Fund and to execute, deliver, and perform this Agreement, that this Agreement is a valid and binding obligation, enforceable against the Municipality in accordance with its terms, and that the terms of this Agreement do not violate any obligation by which the Municipality is bound by contract, operation of law or otherwise:

M. Stephanie Gintner, Treasurer



COPY

14. The Municipality shall immediately notify the HCST Board in writing of any change in the persons authorized hereunder to act on behalf of the Municipality, such notice to be accompanied by a certificate of the Clerk of the Municipality, certifying that the persons named are so authorized.
  
15. Neither the HCST Board nor any of its members, officers, employees or agents, make any representations or warranties, express or implied, that any level of performance or investment results will be achieved by the OPEB Trust Fund, the SRBT Fund or the PRIT Fund GAA, or that the OPEB Trust Fund, the SRBT Fund or the PRIT Fund GAA will perform comparably with any standard or index.
  
16. The HCST Board shall not be liable with respect to its services hereunder except for any loss attributable to the HCST Board's gross negligence or willful misfeasance. The HCST Board shall not be liable for any act or omission of the PRIM Board, any custodian or any broker or dealer. Without limiting the foregoing, the HCST Board does not assume responsibility for the accuracy of information furnished to it by Municipality, the PRIM Board, any custodian, any broker or dealer, or by any person on whom it reasonably relies. The Municipality shall indemnify and hold harmless the HCST Board, its officers, members, employees and agents for any loss, liability, cost, damage or expense, including reasonable attorneys' fees and costs, that does not directly result from the HCST Board's gross negligence or willful misfeasance. Nothing contained in this Agreement shall, however, constitute a waiver or limitation of any rights which the Municipality may have under any applicable law.
  
17. This Agreement may be terminated by the Municipality or the HCST Board at the end of any month following 30 days' prior written notice from the terminating party to the other party. Upon termination, the Municipality is responsible for issuing written instructions regarding assets in the OPEB Trust Fund. Fees will be prorated to the date of termination.

COPY

18. Any notices hereunder shall be in writing, duly signed by the party giving such notice, and shall be effective when received by the party to whom addressed at the address set forth above, or to such other address as a party may designate in writing to the other party.
19. This Agreement shall be governed by the laws of Massachusetts. If any provision of this Agreement is deemed invalid or unenforceable by appropriate authority, this Agreement shall continue as if such provision were omitted, unless such omission would substantially impair the rights or benefits of either party.
20. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the Municipality and the HCST Board with respect to the subject matter hereof and supersedes all prior agreements, negotiation, representations and proposals, whether written or oral, and may be amended only in writing signed by both parties. This Agreement is binding upon the Municipality and the HCST Board and their respective successors.

IN WITNESS WHEREOF, the HCST Board and the Municipality have caused this Agreement to be executed as of the date first above written.

HEALTH CARE SECURITY TRUST BOARD OF TRUSTEES

By: \_\_\_\_\_  
Martin J. Benison, Chair

COPY

MUNICIPALITY

TOWN OF AYER

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

**COPY**

M. Stephanie Gintner, Treasurer  
September 19, 2014

ATTACHMENT—Opinion of Counsel for Municipality

**EXHIBITS**

- EXHIBIT A: Vote of Municipality
- EXHIBIT B: Investment Services Agreement
- EXHIBIT C: PRIM Board Operating Trust
- EXHIBIT D: PRIM Administration Agreement
- EXHIBIT E: HCST Board Operating Trust Agreement
- EXHIBIT F: HCST Board Policies and Procedures

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**COPY**

10-7-14 mty BLS

*Massachusetts State Lottery Commission*

*60 Columbian Street*

*Braintree, Massachusetts 02184-1738*

*Licensing Fax: (781) 849-5656*

*STEVEN GROSSMAN*  
*Treasurer and Receiver General*



*BETH BRESNAHAN*  
*Executive Director*

September 11, 2014

Town of Ayer  
Board of Selectmen  
1 Main Street  
Ayer, MA 01432

Dear Sir/Madam:

The Massachusetts State Lottery is offering existing, non-pouring agents our KENO To Go game, a transaction which is identical to the already existing on-line games, such as Megabucks and Mass Cash. At this time, the Lottery is not providing agents with a KENO monitor as part of this program.

In accordance with M.G.L. c 10, section 27A, as amended, you are hereby notified that the following existing agent(s) in your community will be sent an application and agreement to sell the KENO To Go product:

BARNUM ROAD LIQUORS  
1 BARNUM RD  
AYER, MA 01432

If you object to these agent(s) selling KENO To Go, you must do so, in writing, within twenty-one (21) days of receipt of this letter. Please address your written objection to William J. Egan, Jr., General Counsel, Massachusetts State Lottery Commission, 60 Columbian Street, Braintree, MA 02184. Should you have any questions regarding this program or any other issue relative to the Lottery, please call me at 781-849-5555. I look forward to working with you as the Lottery continues its' efforts to support the 351 cities and towns of the Commonwealth.

Sincerely,

*Beth Bresnahan*

Beth Bresnahan  
Executive Director

Certified Mail – Return Receipt Requested:  
7009 0080 0000 7056 6839

# Board of Selectmen

MEETING TUESDAYS AT 7:00 P.M. • UPPER TOWN HALL • 1 MAIN STREET • AYER, MASSACHUSETTS 01432



Tel. (978) 772-8220  
Fax. (978) 772-3017

Town Administrator  
(978) 772-8210

October 2, 2014

Mr. William Egan, General Counsel  
Massachusetts State Lottery Commission  
60 Colombian Street  
Braintree, MA 02184-1738

*Sent via email to [began@masslottery.com](mailto:began@masslottery.com)*

Dear Attorney Egan,

The Town of Ayer is in receipt of Executive Director Beth Bresnahan's letter dated September 11, 2014 regarding Barnum Road Liquors (1 Barnum Road Ayer, MA 01432) and an application and agreement to sell the KENO To Go product. We understand that in accordance with M.G.L. c.10, §27A, as amended, we have twenty-one (21) days to respond if there are objections.

The Board of Selectmen will meet in an open session on Tuesday October 7, 2014 at 7:00 PM and this item is scheduled for consideration by the Board of Selectmen. Therefore, I am respectfully requesting you grant the Town of Ayer until Thursday October 9, 2014 to submit objections, if any are identified by the Board of Selectmen.

Thank you for your consideration of this request for an extension. Please notify me via email of your decision for this request, as it is time sensitive.

Respectfully,

Robert A. Pontbriand  
Town Administrator  
Town of Ayer

## Carly Antonellis

---

**From:** Egan, Bill <began@masslottery.com>  
**Sent:** Thursday, October 02, 2014 1:15 PM  
**To:** Carly Antonellis  
**Cc:** Robert Pontbriand; Richardson, Deirdre; Buckley, Arthur; Sprague, Patty  
**Subject:** RE: Town of Ayer - Request for an Extension

Ms Antonellis:

The Town of Ayers request for an extension is granted.

Regards

Bill Egan

Sent from my Verizon Wireless 4G LTE smartphone



----- Original message -----

From: Carly Antonellis  
Date:10/02/2014 1:10 PM (GMT-05:00)  
To: "Egan, Bill"  
Cc: Robert Pontbriand  
Subject: Town of Ayer - Request for an Extension

Good Afternoon Attorney Egan –

Please see the attached correspondence from Town Administrator Robert A. Pontbriand.

Carly

Carly M. Antonellis  
Assistant to the Town Administrator  
Town of Ayer  
1 Main Street  
Ayer, MA 01432  
978-772-8220  
[cantonellis@ayer.ma.us](mailto:cantonellis@ayer.ma.us)

# Board of Selectmen

MEETING TUESDAYS AT 7:00 P.M. • UPPER TOWN HALL • 1 MAIN STREET • AYER, MASSACHUSETTS 01432



Tel. (978) 772-8220  
Fax. (978) 772-3017

Town Administrator  
(978) 772-8210

## MEMORANDUM

**DATE:** October 2, 2014

**TO:** Ayer Board of Selectmen

**Cc:** Mark Wetzel, DPW Superintendent

**FROM:** Robert A. Pontbriand  
Town Administrator

**SUBJECT: Proposal for GPS Transponder PILOT Study Program for DPW**

Dear Selectmen,

As the BOS is aware, the issue of installing GPS Transponders in the Town's vehicle fleet has been a topic for discussion for some time (See Attached Memo from June 14, 2013).

Currently the Town does have a GPS Transponder on the DPW Wastewater Tanker Truck as it is a very sensitive piece of equipment carrying wastewater not only on the highway but across state lines to Rhode Island.

I am respectfully proposing that the BOS authorize the Town Administrator and the DPW Superintendent to implement a GPS Transponder PILOT Study with the DPW Vehicle Fleet. The primary focus of the study will be to:

1. Determine the value of GPS Transponders in terms of managing the DPW Vehicle Fleet (i.e. route efficiency, fuel efficiency, service locations, and overall safety, etc.); and
2. Determine the feasibility and value of the information obtained by the GPS Transponders as a management tool

The general scope of the Study would be to install GPS Transponders on all DPW Service Vehicles, the Street Sweeper, Sidewalk Plow, and of course the Tanker Truck. Data would be collected and monitored and a feasibility report based on the study would be presented to the BOS for further consideration.

Additionally, part of the study (already underway) is to obtain a survey of information from other Massachusetts Municipalities which currently use GPS Transponders to obtain their feedback. Furthermore, a public webinar can be scheduled for the BOS and Public to view at a future meeting if the BOS would like.

Finally, the issue of whether this item is subject to bargaining has presented itself in the past. I offer the attached "Duxbury Case" and "Worcester Case" which are existing case law that determined that the installation of GPS Transponders on municipal vehicles was not subject to bargaining (See Attached). If the BOS decides to proceed with this PILOT Study, Town Counsel would be further consulted and the DPW Superintendent and Town Administrator will meet with the DPW Union for informational purposes to answer any questions or concerns.

In conclusion, if the DPW PILOT Study of the GPS Transponders is successful then implementation across the Town's vehicle fleet would be considered and proposed.

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

Thank you.

Attachment(s)



# Board of Selectmen

MEETING TUESDAYS AT 7:00 P.M. • UPPER TOWN HALL • 1 MAIN STREET • AYER, MASSACHUSETTS 01432



Tel. (978) 772-8220  
Fax. (978) 772-3017

Town Administrator  
(978) 772-8210

## MEMORANDUM

**DATE:** June 14, 2013

**TO:** Ayer Board of Selectmen

**FROM:** Robert A. Pontbriand  
Town Administrator

**SUBJECT:** Town-Wide Vehicle Transponders Discussion

Dear Honorable Selectmen,

As you are aware the Board has been discussing the idea of Town-Wide Vehicle Transponders since last summer when Selectman Hillman first mentioned the idea. Per the request of Selectman Fay, I have compiled the following advisory memo consisting of the input from the DPW Superintendent, Fire Chief, and Police Chief. Additionally, thru the efforts of Selectman Fay, a vendor of Vehicle Transponders is available to make a brief presentation to the Board at the July 2, 2013 Meeting. Additionally, the I.T. Systems Administrator is currently researching the phone GPS technology and will have a report by July 2, 2013.

### DPW Superintendent:

The DPW has 28 vehicles that would need to be tracked, due to the use in our snow removal operations. Based on numbers that I have, cost for the devices would be about \$4000 with a monthly cost of \$7,000 to \$10,000. The benefits include:

- Track what roads and sidewalks have been plowed, swept
- Monitor location of Sludge Tanker truck
- Quick response to emergency situations

Due to the size of the department and the town, we have a good idea of who is doing what and where. As we don't use outside contractors for plowing, we know what routes are being plowed and what the priorities are. The disadvantages are:

- Cost of installation and monthly monitoring fees
- Effort required by limited staff to actually monitor the GPS locations and data. Basically, I would be the primary person responsible for this and have many other priorities
- Impact on employee morale and trust

**Fire Chief:**

- I don't feel that having a GPS transponders on any of my vehicles is of any benefit to the department. When my vehicles are not in the station I know exactly where they are. They sign on to the Dispatch Center every time they leave the station. Arrive at their destination, leave the destination and return to the station. This is all recorded in an incident report for each time they go out for each vehicle including my vehicle if it is an incident that I am responding to.
- I feel that this is an unnecessary cost burden that will have no positive effect.
- Who will be monitoring the system and for what purpose? Is this going to be done by the Department Head or some other entity and what will the cost of that be?
- It is a negotiable item for the unions. This being said they will get some monetary consideration for having transponders on the vehicles. This will only add to the cost of the project and it is a long term cost that never goes away.
- I could see a benefit if we were a larger department with multiple vehicles on the road at the same time; but there would have to be somebody monitoring this system live all the time.

**Police Chief:**

- I echo the comments of the Fire Chief and DPW Superintendant below and would add that my greatest concern is one of security and who would be monitoring the system. For anyone outside the Department knowing where officers are is a serious officer safety concern and would seriously compromise investigations/operations on all levels.
- As with the fire department my officers are required to report their positions to Dispatch, whether by radio or some covert communication, so we always know where they are. Even when on routine patrol or breaks their activity is logged.
- Our operational design requires units to be dispatched based on sector rather than the closest unit. This works because on routine calls requiring the response of only one unit there is no "rush" to get to the call. On any other call multiple units are dispatched, which is generally all that are on the road, so the nearest car gets there soonest anyway.
- For the Police Department there is no benefit to GPS trackers in our vehicles.

Cc: DPW Superintendent  
Fire Chief  
Police Chief

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Citation: 25 MLC 22

25 MLC 22; \*; 1998 MLRC LEXIS 27; \*\*

In the Matter of DUXBURY SCHOOL COMMITTEE  
and  
AFSCME, COUNCIL 93, AFL-CIO

Case No. MUP-1446

MASSACHUSETTS LABOR RELATIONS COMMISSION

25 MLC 22; 1998 MLRC LEXIS 27

August 7, 1998

**CORE TERMS:** custodians, surveillance, departure, collective bargaining agreement, timecards, derivatively, grievance, recorded, video, personal observation, time clock, applicability, investigatory, conversation, unilaterally, recommended, arbitrator, interview, condition of employment, prohibited practice, means of enforcing, bargaining unit, video camera, parking lot, repudiation, deliberately, implementing, installation, repudiating, bargaining.

**[\*\*1] COUNSEL:** Robert G. Fralser, Esq.; Rebecca L. Bryant, Esq., Representing the Duxbury School Committee

Steven A. Torres, Esq., Representing AFSCME, Council 93, AFL-CIO

**PANEL:** Robert C. Dumont, Chairman; Claudia T. Centomini, Commissioner; Helen A. Moreschl, Commissioner

**OPINION: [\*\*2] DECISION n1**

Statement of the Case

On February 6, 1996, AFSCME, Council 93, AFL-CIO (the Union) filed a charge with the Labor Relations Commission (the Commission) alleging that the Duxbury School Committee (the School Committee) had violated Sections 10(a)(1), (3), (4), and (5) of M.G.L. c.150E (the Law). Following an investigation, the Commission issued a complaint of prohibited practice on October 2, 1996 alleging that the Duxbury School Committee (the School Committee) had violated Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law by: 1) unilaterally implementing surveillance of its employees; and 2) repudiating a term in the parties' collective bargaining agreement. n2 On October 2, 1996, the School Committee filed a copy of an arbitrator's decision and requested that the Commission dismiss the matter [\*\*2]: on the basis of that decision. On October 28, 1996, the Union filed an opposition to the School Committee's request, and on November 20, 1996, the School Committee filed a response. On January 2, 1997, we denied the School Committee's Motion to Dismiss. See, *Duxbury School Committee*,

23 MLC 165 (1997). On May 30, 1997, Mark A. Preble, a duly designated administrative law judge (ALJ) of the Commission, conducted a hearing at which both parties had an opportunity to be heard, to examine and cross-examine witnesses and to offer documentary evidence. At the outset of the hearing, the parties agreed to certain stipulations of fact. Both parties subsequently filed post-hearing briefs. On September 30, 1997, the ALJ issued his recommended findings of fact, to which both parties filed challenges. The School Committee also filed a response to the Union's challenges.

#### Findings of Fact n3

Both the School Committee and the Union challenged portions of the ALJ's recommended findings of fact by arguing that additional findings should have been included. However, after reviewing those challenges and the record, we find that the additional findings are not relevant to our consideration of the allegations contained in the complaint. Therefore, we adopt the ALJ's findings of fact in their entirety and summarize the relevant portions below.

The Union represents a bargaining unit of custodians in the Duxbury School Department. In March 1995, Jack Rose (J. Rose), Michael Rose (M. Rose), James O'Neil (O'Neil), Collin Fencer (Fencer), Jesse Hawk (Hawk), William Cwikielnik (Cwikielnik), and Roy Green (Green) (collectively, the custodians) were assigned to the Duxbury Junior/Senior High School (the High School) and were members of the bargaining unit represented by the Union. Dr. Eileen Williams (Dr. Williams) is the superintendent of schools and Wayne Ogden (Ogden) is the principal of the High School.

The Union and the School Committee are parties to a collective bargaining agreement covering the period July 1, 1994 through June 30, 1997. Article IX of that agreement states, in part:

Any complaints regarding an employee made to any member of the Committee or the Administration by any parent, student or other person as a result of which any action concerning the employee is contemplated will be called to the attention of [\*\*4] the employee within two (2) working days.

The custodians were assigned regular shifts and required to record their arrival and departure times using an electronic time clock. On March 10, 1995, following an event at the High School, Ogden observed O'Neil and Fencer leaving the school at 10:30 P.M. On Monday, March 13, 1995, Ogden checked O'Neil's and Fencer's timecards and learned that both timecards had a recorded departure time of 11:02 P.M. for March 10, 1995.

Ogden subsequently discussed his observations with Dr. Williams. Specifically, Ogden sought Dr. Williams's approval to spend money to conduct a further investigation. Both Ogden and Dr. Williams considered Article IX and its applicability to the matter and decided that, because the information was based upon a personal observation by a member of the administration rather than by a complaint made to the administration, the provisions in Article IX did not apply. After a further discussion between Ogden, Dr. Williams, and Business Manager Mickey McGonagle (McGonagle), it was agreed that the School Department would conduct a broader investigation into the time clock issue.

Thereafter, the School Department retained Data Quest Investigations to conduct surveillance of the school parking lot near the exit door where the custodians parked. Surveillance by an investigator using a hand-held video camera and personal observation on April 6, 7, 27, and 28, 1995 revealed custodians leaving prior to the end of their shifts. A subsequent review of the employees' timecards revealed that the departure times recorded on the time cards did not accurately reflect the actual departure times. On May 1, 1995, Ogden had a conversation with Hawk, during which Hawk acknowledged that employees had left early and had their timecards punched by other employees.

A stationary video camera was subsequently installed for surveillance of the parking lot where custodians park their cars. The surveillance camera was in place between May 24 and June 23, 1995. The School Committee did not notify or bargain with the Union over the installation of the video surveillance of the custodian's parking area. A review of the surveillance conducted during the May through June, 1995 period revealed numerous discrepancies between each of the custodian's actual departure time recorded on video tape and the time recorded for the same date on [\*\*6] the corresponding employee's time card.

In August 1995, the School Committee conducted investigatory interviews with each of the custodians. The custodians were given prior notice of the investigatory interviews and were permitted to have union representation/legal counsel present if the individual employees so elected. All of the custodians, with the exception of Hawk, chose to have both a Union representative and an attorney at the investigatory interview.

As a result of the investigation, Ogden recommended the dismissal of all of the seven custodians. In nearly identical letters dated August 31, 1995, Dr. Williams notified J. Rose, M. Rose, O'Neil, Fencer and Cwiklelnik that they had been dismissed, effective September 5, 1995. Dr. Williams did not dismiss Hawk, but rather suspended him for ten (10) days, because the School Committee concluded that he had cooperated with the investigation and told the truth when interviewed. In a letter dated August 31, 1995, Dr. Williams informed Hawk of his suspension. Because Green had previously informed Dr. Williams that he had planned to retire, Dr. Williams took no action concerning Ogden's recommendation and allowed Green to retire.

The [\*\*7] Union filed a grievance over the dismissal of J. Rose, M. Rose, O'Neil, Fencer and Cwiklelnik and that grievance proceeded to arbitration before Arbitrator Arnold Zack on the following stipulated issue:

Is the grievance substantively arbitrable? If so, did the Employer violate the parties' Collective Bargaining Agreement by terminating M. Rose, W. Cwiklelnik, R. Green, J. Rose, J. O'Neil, and/or C. Fencer without just cause? If so, what shall be the remedy? n4

[\*24] On September 9, 1996, Arbitrator Zack issued his award, denying the grievance and sustaining the dismissal of J. Rose, M. Rose, O'Neil, Fencer and Cwiklelnik.

Opinion

#### A. Unilateral Change

A public employer violates Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law when it changes a condition of employment involving a mandatory subject of bargaining without giving the union representing its employees notice and an opportunity to bargain to resolution or impasse. See, *School Committee of Newton v. Labor Relations Commission*, 388 Mass. 557 (1983); *Town of Arlington*, 21 MLC 1125 (1994). However, an employer [\*\*8] does not violate the Law when, without bargaining, it unilaterally alters procedural mechanisms for enforcing existing work rules, provided that the employer's action does not change underlying conditions of employment. *Board of Trustees, University of Massachusetts*, 7 MLC 1577 (1980). See also, *Rust Craft Broadcasting of New York, Inc.*, 225 NLRB 327, 92 LRRM 1576 (1976) (Unilateral installation of time clocks held permissible where merely a more efficient and dependable means of enforcing pre-existing workplace rules). Here, it is undisputed that the custodians had always been required to work their regular shift and record their arrival and departure times by punching a time clock. After learning that certain custodians had been leaving work early and falsifying their time cards, the School Committee began to record the custodians' departure times using video surveillance. Because the use of the surveillance was

limited to recording the custodians' departure times and was in response to a specific concern about the accuracy of the existing method of timekeeping, we find that the School Committee's use of video surveillance in this [\*\*9] case was merely a more efficient and dependable means of enforcing existing work rules and did not affect an underlying term or condition of employment. Accordingly, we find that the School Committee did not violate Section 10(a)(5) and, derivatively, 10(a)(1) of the Law by unilaterally implementing video surveillance to record the custodians' departure times.

## 2. Repudiation

To establish that the School Committee repudiated a term in the parties' collective bargaining agreement, the Union must show that the School Committee deliberately refused to abide by an agreement with the Union. See, *South Shore Regional School District Committee*, 22 MLC 1414, 1425 (1995); *City of Quincy*, 17 MLC 1603 (1991). If the evidence is insufficient to find an agreement underlying the matter in dispute, or if the parties hold differing good faith interpretations of the provision at issue there can be no repudiation. *City of Quincy*, 17 MLC at 1608. Here, the parties hold differing good faith interpretations of the applicability of Article IX to the matter concerning the custodians' falsifying their timecards. Although the Union interprets the provision to have triggered an obligation to [\*\*10] bring the matter to attention of the custodians either following Ogden's observation on March 13, 1995 or Hawk's conversation with Ogden on May 1, 1995, the School Committee did not consider Ogden to be within the class of "other persons" and did not consider the conversation between Ogden and Hawk to be a "complaint" within the meaning of Article IX. Moreover, Dr. Williams and Ogden discussed the applicability of Article IX to the matter and decided that, because the information was based upon Ogden's personal observation, the obligation in Article IX did not apply. Therefore, we are unable to conclude that the School Committee deliberately refused to abide by an agreement with the Union. Accordingly, we find that the School Committee did not violate Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law by repudiating a term in the parties' collective bargaining agreement.

## Conclusion

For the reasons set forth above, we dismiss the complaint of prohibited practice.

SO ORDERED.

## FOOTNOTES:

## FOOTNOTES:

n1 Pursuant to 456 CMR 13.02 (1), the Commission has designated this case as one in which the Commission shall issue a decision in the first instance. [\*\*11]

n2 The Commission dismissed those portions of the Union's charge alleging that the School Committee had violated Sections 10(a)(3) and (4) of the Law and the Union did not seek review of that decision pursuant to Section 15.03 of the Commission's Rules.

n3 The Commission's jurisdiction in this matter is uncontested.

n4 At the arbitration hearing, the Union also proposed that the parties stipulate to an additional

issue concerning whether the employer violated the collective bargaining agreement by conducting undercover monitoring, video observation and investigation of custodians without notifying them. After a brief exchange, the arbitrator stated that the termination issue was broad enough to cover the additional charge and the Union withdrew its proposal.

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Citation: **25 MLC 22**

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34 MLC 15, \*; 2007 MLRC LEXIS 23, \*\*

In the Matter of CITY OF WORCESTER and LOCAL 495, NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

Case No. MUP-05-4409

MASSACHUSETTS LABOR RELATIONS COMMISSION

34 MLC 15; 2007 MLRC LEXIS 23

September 5, 2007

*Jed Page*

**CORE TERMS:** phones, sanding, sanders, derivatively, bargain, conditions of employment, public employer, productivity, unilaterally, installation, bargaining, enforcing, workplace, inspectors, monitor, radio, snow

[\*\*1] COUNSEL: Lisa Carmody, Esq., Representing the City of Worcester

Jean Zeiler, Esq., Representing Local 495, National Association of Government Employees

PANEL: John F. Jesensky, Chairman; Hugh L. Reilly, Commissioner; Paul T. O'Neill, Commissioner

**OPINION: [\*15] ORDER OF DISMISSAL**

The Labor Relations Commission (Commission) has decided to dismiss the above-referenced matter. On April 13, 2005, Local 495, National Association of Government Employees (Union) filed a charge with the Commission, alleging that the City of Worcester (City) had violated Sections 10(a)(5) and, derivatively, 10(a)(1) of Massachusetts General Laws, Chapter 150E (the Law) by unilaterally requiring City employees to use Global Positioning System (GPS) phones.

The Union represents certain City employees in the Department of Public Works (DPW). On December 6, 2004, the City began assigning GPS phones to DPW sanders. While operators of the sanders were required to use the GPS phones when on duty, they were not required to carry GPS phones with them during breaks. n1

Prior to the implementation of the GPS phones, the City utilized a radio system and snow/sanding inspectors [\*\*2] to track the location of DPW sanders. The City now uses the GPS phones in conjunction with the radio system and snow/sanding inspectors to monitor



sanding operations. The GPS phones have enhanced the City's ability to efficiently utilize and monitor sanders during sanding operations. The Union does not indicate how the GPS phones have altered the wages, hours, and other terms and conditions of employment of unit members.

On January 10, 2005, a Union representative called the Assistant DPW Commissioner to protest the GPS phones. The parties subsequently traded letters with each other on this issue and met on February 25, 2006 to discuss this matter. However, they did not resolve their differences.

A public employer violates Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law when it unilaterally changes an existing condition of employment or implements a new condition of employment involving a mandatory subject of bargaining without first giving its employees' exclusive collective bargaining representative notice and an opportunity to bargain to resolution or impasse. *Commonwealth of Massachusetts v. Labor Relations Commission*, 404 Mass. 124 (1989); **[\*\*3]** *School Committee of Newton v. Labor Relations Commission*, 388 Mass. 557 (1983). However, a public employer may alter procedural mechanisms for enforcing existing work rules without bargaining, provided that the employer's action does not change underlying conditions of employment. *Duxbury School Committee*, 25 MLC 22 (1998); *Town of Wilmington*, 9 MLC 1694 (1983); *Board of Trustees, University of Massachusetts*, 7 MLC 1577 (1980); *Brookline School Committee*, 7 MLC 1185 (1980).

Here, the parties' written submissions show that, on December 6, 2004, the City began to require operators of sanders to use GPS phones when on duty. The Union argues that this requirement relates to standards of productivity and performance over which the City is obligated to bargain. The Union, however, fails to demonstrate how standards of productivity and performance have changed with the introduction of GPS phones. Furthermore, the Union does not show how this requirement is anything more than an effort to make the City's use and monitoring of its sanding operations more efficient. As a result, the City's decision does not constitute a change in terms and conditions **[\*\*4]** of employment. Cf. *Massachusetts Turnpike Authority*, Case No. **UP-04-2671** (March 31, 2006 dismissal letter and June 23, 2006 affirmation of dismissal) (employer had no obligation to bargain over installation of GPS device that led to dismissal of unit member, because GPS device was merely a more efficient and accurate way to determine whether bargaining unit members were complying with existing workplace rules); *Duxbury School Committee*, 25 MLC at 24 (installation of video cameras in workplace constituted nothing more than an alternative mechanism for enforcing existing work rules). Consequently, the Commission does not find probable cause to believe that there has been a violation of Sections 10(a)(5) and, derivatively, 10(a)(1) of the Law, and the Union's charge is dismissed.

SO ORDERED.

FOOTNOTES:

FOOTNOTES

n1 The Union alleges that, on January 8, 2005, the City required DPW employees to use GPS devices in their vehicles. The Union does not indicate what the GPS devices are or whether the vehicles at issue are City-owned or personal vehicles. Moreover, the Union does not support these allegations with an affidavit. In contrast, the City submitted an affidavit attesting that it installed GPS phones in DPW sanding equipment on December 6, 2004 for use during work hours. As a result, the Commission accepts the City's factual allegations. **[\*\*5]**

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**Massachusetts Labor Cases**

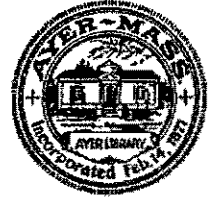
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Town of Ayer  
Board of Selectmen  
Ayer Town Hall – 1<sup>st</sup> Floor Meeting Room  
Ayer, MA 01432

Tuesday, September 16, 2014

MEETING MINUTES

**Attendance:** *Present*

Christopher R. Hillman, Chair; Jannice L. Livingston, Vice-Chair; Gary J. Luca, Clerk

*Also Present*

Robert A. Pontbriand, Town Administrator

Carly M. Antonellis, Assistant to the Town Administrator

**Call to Order:** The meeting was called to order at 7:03 PM by C. Hillman.

**Moment of Silence In Memory of Ayer Firefighter Steve Mickle**

**MOTION:** A motion was made by G. Luca and seconded by J. Livingston to approve the agenda as printed. **Motion passes 3-0.**

**Public Input:** Mr. Frank Maxant came forward with a proposal for a home rule petition regarding Devens. He is asking the Board to consider adding this to the warrant for the Special Fall Town Meeting.

**Director Jeff Thomas, Parks and Recreation – Online Payment Contract:** J. Thomas indicated that Chairman of the Parks Commission, Jason Mayo could not make the meeting due to a prior family commitment. J. Thomas went over the details of the online payment proposal, which will allow payments to be made online to the Parks Department.

**MOTION:** Motion made by G. Luca and seconded by J. Livingston to approve the contract between the Town of Ayer and UniBank with signature by the Chair. **Motion passes 3-0.**

**Joint Meeting with the Planning Board to fill Planning Board Vacancy:** Pursuant to MGL Chapter 44, Section 11 the Selectmen and the Planning Board, represented by Chairman Jim Lucchesi met to appoint a Planning Board member to fill a vacated term ending in April of 2015. The Board of Selectmen and Chairman Lucchesi interviewed Ms. Jennifer Gibbons.

**MOTION:** Motion made by G. Luca and seconded by J. Livingston to appoint Ms. Jennifer Gibbons to the Planning Board until the annual election in April 2015. Motion passes 3-0. Chairman Lucchesi also voted in favor of the appointment.

**Ayer Commuter Rail Surface Parking Lot Update:** Bruno Fisher from the Montachusett Area Transit Authority and George Kahale from the Montachusett Regional Planning Commission gave an update on recent progress that has been made with respect to the Ayer Rail Trail Commuter Surface Parking Lot and the Ayer Commuter Rail Station project. R. Pontbriand stressed that this was only a conceptual plan and that residents will be given opportunity to weigh in on design layouts, etc. The next step in the process is to transfer the proposed land to MART, which will then be transferred to the Town of Ayer. C. Hillman thanked everyone involved for their continued support and efforts.

Director David Maher, Economic and Community Development: D. Maher gave an update of the economic development activity in Town. He went over specific areas of town including: Ayer rotary area, downtown, Route 2A/Fitchburg Road, West Main Street.

Town Administrator's Report: R. Pontbriand detailed the process for reviewing and updating the Town's Comprehensive Plan.

New Business/Selectmen's Questions: J. Livingston requested an update on Warrant Article #30 from the Annual Town Meeting and the status of M.G.L. C.32B§9A½. The Board received an update on the matter via email from the Town Treasurer that afternoon saying the matters would be resolved.

C. Hillman inquired about the possibility of the Town of Ayer using a grant writer to assist department heads in obtaining grant funding. R. Pontbriand went over feedback he had received from other municipalities across the State. Most municipalities the size of Ayer use a contract based grant writer where the grant writer will only be paid if they are successful in obtaining a grant.

C. Hillman that property enforcement issues in the Town of Ayer are moving forward.

C. Hillman would like the Town Administrator to look into working with the Sheriff's Office to help with the cleanup of littering in Town.

C. Hillman said he will also be looking into the installation of a "Welcome to Ayer Sign".

Approval of Meeting Minutes:

**MOTION:** Motion made by J. Livingston and seconded by G. Luca to approve the meeting minutes of August 19, 2014. Motion passes 3-0.

G. Luca asked about the status of the DPW engineer and where the Town was in the hiring process.

G. Luca also had questions about the DPW's Surplus Equipment Bid and asked R. Pontbriand to look into.

**MOTION:** Motion made by J. Livingston and seconded by G. Luca to approve the meeting minutes of September 2, 2014. Motion passes 3-0.

**MOTION:** Motion made by J. Livingston and seconded by G. Luca at 8:58 PM to enter into Executive Session pursuant to MGL Chapter 30A, Section 21A, Exemption #3 Collective Bargaining Re: Police Superiors Contract MOA and Re: DPW WWTP Tanker Driver and Exemption #3 Litigation Strategy Re: *Gintner v. Town of Ayer* and to adjourn meeting from Executive Session. J. Livingston stated that to discuss these matters in open session would be detrimental to the Town's negotiating strategy. By Roll Call Vote: C. Hillman, Yes; J. Livingston, Yes; G. Luca, Yes. Motion passes 3-0.

Minutes Recorded and Submitted by Carly M. Antonellis

Minutes Approved by BOS: \_\_\_\_\_

Gary J. Luca, Clerk: \_\_\_\_\_

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