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TOWN CLERK
TOWN OF AYER

2014 OCT 31 AM 10:38

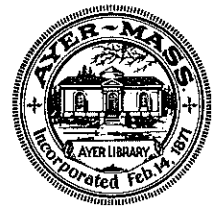
Town of Ayer
Board of Selectmen
Ayer Town Hall – 1st Floor Meeting Room
Ayer, MA 01432



Wednesday November 5, 2014
Open Session Meeting Agenda

- 7:00pm Call to Order
Review and Approve Agenda; Announcements (3rd Annual Rotary Tree Lighting 12/7/14)
(Winter Parking Ban 11/15/14 - 4/15/15)
- 7:05pm* Public Input
- 7:10pm Chief Robert Pedrazzi, Ayer Fire Department
1. Bid Award - Rescue #1
- 7:15pm Public Hearing – National Grid
1. Underground Conduits (Bligh Street)
- 7:30pm JBOS Presentation
1. Zoning Overview: Shirley Village Growth District
- 8:00pm Superintendent Mark Wetzel, Ayer Department of Public Works
1. Recommendation for Assistant Highway Foreman
2. Vitasoy Administrative Order
3. Grove Pond Water Treatment Plant Change Order
- 8:20pm Town Administrator's Report
1. Administrative Update
2. MBTA/Rail Trail Surface Lot Update
3. Appointment of Ayer DEC Representative
4. Request for Authorization for 1 Year Town Energy Contract – Constellation Energy
5. Request for Bonding Authorization for Benefits & Payroll Manager
6. Request for change in Sunday Hours - Ayer Package Store
- 8:40pm New Business
1. Traffic Mitigation (Selectman Hillman)
- 8:50pm Approval of Meeting Minutes
October 7, 2014
- 8:55pm Adjournment

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



TOWN OF AYER WINTER PARKING BAN

**A Winter Parking Ban will be in effect as of
Saturday November 15, 2014 through Wednesday April 15, 2015.**

The Winter Parking Ban prohibits the parking of any motor vehicle on the street or sidewalk throughout the Town of Ayer overnight (12:01 A.M. to 6:00 A.M.) **AND** during snow storms.

The purpose of the parking ban is to assist the Town of Ayer's Department of Public Works with snow and ice removal operations.

The Ayer Police Department has been charged with the responsibility of enforcing the Winter Parking Ban.

The Ayer Board of Selectmen also reminds residents and businesses of their responsibility to keep walkways/sidewalks safe from the natural and unnatural accumulation of snow and ice. This helps prevent injuries from slips and falls on snow and ice and allows for the safe use of sidewalks.

AYER FIRE DEPARTMENT

Robert J. Pedrazzi
Chief

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



October 28th, 2014

To: Board of Selectmen

From: Fire Chief

Subject: Bid award for Ayer Rescue #1

Dear Selectmen,

- Bids were opened for the replacement Rescue #1 on October 27th, in public at the Fire Station.

There were three bids received as detailed below.

- | | |
|---------------------------------------|-----------|
| 1. Rosenbauer Firefighting Technology | \$499,762 |
| 2. Five Star Fire (SVI) | \$489,422 |
| 3. Greenwood Emergency Vehicles | \$465,400 |

- Option #1 in the bid package was for a trade in allowance for the current Rescue #1.

- | | |
|---------------------------------|----------|
| 1. Rosenbauer Fire Technology | \$18,000 |
| 2. Five Star Fire (SVI) | \$ 2,500 |
| 3. Greenwood Emergency Vehicles | \$10,000 |

- Price including trade in value:

- | | |
|---------------------------------------|-----------|
| 1. Rosenbauer Firefighting Technology | \$481,762 |
| 2. Five Star Fire (SVI) | \$486,922 |
| 3. Greenwood Emergency Vehicles | \$455,400 |

AYER FIRE DEPARTMENT

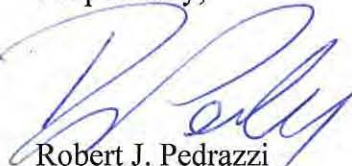
Robert J. Pedrazzi
Chief

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



I am recommending Greenwood Emergency Vehicles of North Attleboro, MA be awarded the bid to build the new Rescue #1. Greenwood Emergency Vehicles is the dealer for Emergency One Fire Apparatus based in Ocala Florida. Greenwood Emergency Vehicles has been in business for over thirty years. The Town of Ayer has been doing business with Greenwood Emergency Vehicles since 1987. Greenwood Fire meets all of the bid specifications with no exceptions. Article #26 of the FY-15 ATM authorized \$475,000 for the purchase and equipping of a replacement heavy rescue. Again I recommend awarding the bid for the replacement heavy rescue to Greenwood Emergency Vehicles in the amount of \$455,400; inclusive of the trade in.

Respectfully;



Robert J. Pedrazzi
Fire Chief / EMD

COPY

TOWN OF AYER, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this 5th day of November by and between the TOWN of Ayer, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 1 Main St. Ayer, Massachusetts, hereinafter referred to as the "TOWN", and Greenwood Emergency Vehicles, having a usual place of business at 530 John Dietsch Boulevard North Attleboro, MA; hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the purchase and delivery of Ayer Rescue #1, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

COPY

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of building a new Ayer Rescue #1 as outlined in the invitation to bid Ayer Rescue 1-14.
3. TERM OF CONTRACT. This Agreement shall be in effect from November 5th, 2014, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. Total Bid Price inclusive of trade in vehicle (1988 GMC Commercial chassis Emergency One Medium Duty Rescue no equipment included) the sum of **\$455,400.00**
5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.

COPY

6. 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.
7. 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.
8. 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.
9. INSURANCE. A. The CONTRACTOR shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN.
- B. 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 all such 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.
10. 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.
11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions

resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
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. TRADE IN VEHICLES. All trade in vehicles that are to be taken in trade as part of this contract shall be, on the day of delivery, in the same operation condition as on the date of this contract except for ordinary wear and tear. The buyer shall not sell the vehicle to a third party without the written approval of the company. Trade-in's shall be delivered by the buyer to the company. Ownership transfer to the company shall not take place until the trade-in is delivered and the transfer of title takes place.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation is available in the amount of this contract.

Lisa Gabree
Town Accountant

Contractor: (Name and Title)

COPY

TOWN OF AYER, MA

By its: SELECTMEN

Christopher R. Hillman
Chairman

Jannice L. Livingston
Vice Chair

Gary J. Luca
Clerk

compassionate caregivers!
 services allow our seniors to
 their homes by assisting with:

- Meal Prep
- Personal Care
- Light Housekeeping
- Companionship
- Transportation

are looking for individuals
 are available to work days,
 and evenings overnights.

licants must have reliable
 ortation, valid driver's license,
 and cell phone.

ase Call 978-244-0200
 ply In Person, 9 AM-5 PM
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 Weekly!

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 uired)
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 r!
 e Every Day!

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of the board of selectmen
 and the Town Clerk.

October 15, 22, 2014

**Town of Ayer
 Notice of Public Hearing
 Ayer Board of Selectmen**

The Ayer Board of
 Selectmen will be
 conducting a Public
 Hearing on Wednesday,
 November 5, 2014 at
 7:15pm at the Ayer Town
 Hall, 1st Floor Meeting
 Room, 1 Main Street, Ayer,
 MA 01432 re: National
 Grid's desire to construct a
 line of underground electric
 conduits, including the
 permission to excavate the
 public highways and
 construct the necessary
 sustaining and protecting
 fixtures, under and across
 the following public way or
 ways: Plan number
 #17470930 Bligh Street
 beginning at a point
 approximately 230 feet
 Southwest of the centerline
 of the intersection of
 Forest Street. National
 Grid to install 70' of
 underground conduit and
 cable off of existing Pole 2.

The underground will
 continue up a Private Drive
 to feed a new building
 being installed at #19
 Bligh Street.

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

October 22, 29, 2014



978.459.1300
 THE SUN

on October 2, 2014
 Attest: Deborah J.
 Patterson, Recorder

October 22, 2014

**COMMONWEALTH OF
 MASSACHUSETTS
 UNIVERSITY OF
 MASSACHUSETTS
 LOWELL**

INVITATION TO BID

Sealed bids for Bid
 #CL15-MD-0010 Site/Civil
 Projects for the University
 of Massachusetts Lowell
 will be received at the
 Purchasing Department,
 University of
 Massachusetts Lowell,
 600 Suffolk St.,
 Wannalancit Business
 Center, Suite 415 Lowell,
 MA 01854-5105 until
 11:00 AM EST on
 November 19, 2014, and
 then at said office publicly
 opened and read. The

Commonwealth of
 Massachusetts reserves
 the right to waive any
 informalities in or to accept
 or reject any or all bids, or
 portions thereof which it
 deems in the best interest
 of the Commonwealth. No
 bidder may withdraw his
 proposal within (30) thirty
 days of the actual day of
 the opening thereof. The
 Solicitation Package
 (Request for Services) will
 be available through the
 UMass Lowell Purchasing
 website. Please email

requests to
purchasing@uml.edu.

The University of
 Massachusetts Lowell is
 an Equal Opportunity/
 Affirmative Action, Title IX,
 H/V, ADA 1990 Employer.
 Posted by Heather
 Tziotziouras, Purchasing
 Department.

October 22, 2014

in Book 27393, Page 114; of which M
 undersigned is the present holder for b
 conditions of said Mortgage and for th
 foreclosing same will be sold at Public A
 AM on October 29, 2014 at 22 Nevada
 boro, MA, all and singular the premises
 said Mortgage; to wit:

The land with any buildings thereon lo
 Tyngsboro being shown as Lot 170 on
 entitled "Scritner Hill Estates, Definitive S
 of Land in Tyngsboro, Middlesex
 Massachusetts Belonging to Winter Hill
 Corporation, Gagnon Drive, Dracut, Ma
 compiled by Village Engineering and Sur
 Massachusetts, Scale: 1" = 100', Date:
 which plan is recorded with the Middles
 Deeds in Plan Book 144, Plan 38. For ou
 recorded in Book 5457, Page

The premises are to be sold subject to
 benefit of all easements, restrictions, l
 zoning laws, liens, attorney's fees and co
 M.G.L.Ch. 183A, unpaid taxes, tax titles
 municipal liens and assessments; rights
 parties in possession.

TERMS OF SALE: A deposit of FIVE T
 DOLLARS AND 00 CENTS (\$5,000.00) i
 certified check or bank treasurer's check
 to be delivered at or before the time the

The successful bidder will be required
 Foreclosure Sale Agreement immediately
 of the bidding. The balance of the purch
 be paid within thirty (30) days from the
 form of a certified check, bank treasurer's
 check satisfactory to Mortgagee's at
 Mortgagee reserves the right to bid at th
 any and all bids, to continue the sale an
 terms of the sale by written or oral annou
 before or during the foreclosure sale. If
 aside for any reason, the Purchaser at th
 entitled only to a return of the deposit

purchaser shall have no further recour
 Mortgagor, the Mortgagee or the Mortga

The description of the premises conta
 mortgage shall control in the event of a
 publication. TIME WILL BE OF THE

Other terms if any, to be announced
 Deutsche Bank National Trust Company,
 CDC Mortgage Capital Trust 2003-HE4, M
 Through Certificates, Series 2003-HE4
 Present Holder of said Mortgage,

By Its Attorneys,
 ORLANS MORAN PLLC
 PO Box 540540
 Waltham, MA 02454
 Phone: (781) 790-7800
 13-016755

October 8, 15, 22, 2014

nationalgrid

RECEIVED
OCT 10 2014

TOWN OF AYER
SELECTMEN'S OFFICE

October 8, 2014

Ayer Town Hall
1 Main Street
Ayer, Mass 01432

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID covering the installation of underground facilities.

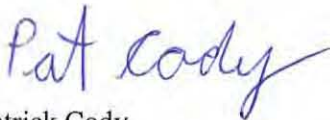
If you have any questions regarding this permit please contact:

Heather Mills 781-907-3510

If this petition meets with your approval, please return an executed copy to:

National Grid Contact: Vincent LoGuidice; 1101 Turnpike Street; North Andover, MA 01845

Very truly yours,



Patrick Cody
Supervisor, Distribution Design

Enclosures

Questions contact – Heather Mills 781-907-3510

Petition of the NATIONAL GRID
Of NORTH ANDOVER, MASSACHUSETTS
For Electric conduit Location:

To the Board of Selectmen of Ayer, Massachusetts

Respectfully represents the NATIONAL GRID of North Andover, Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked – Bligh Street – Ayer - Massachusetts

The following are the streets and highways referred to: Plan number # 17470930
Bligh Street - National Grid to install beginning at a point approximately 230 feet Southwest of the centerline of the intersection of Forest Street. National Grid to install 70' of underground conduit and cable off of existing Pole 2. The underground will continue up a Private Drive to feed a new building being installed at #19 Bligh Street.

Location approximately as shown on plan attached

NATIONAL GRID
BY Pat Cody
Engineering Department

Dated: October 8, 2014

Verizon

ORDERED:

Notice having been given and public hearing held, as provided by law, that the NATIONAL GRID be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 8th day of October, 2014.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked -Bligh Street - Ayer - Massachusetts Plan number # 17470930

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

Bligh Street - National Grid to install beginning at a point approximately 230 feet Southwest of the centerline of the intersection of Forest Street. National Grid to install 40' of underground conduit and cable off of existing Pole 2. The underground will continue up a Private Drive to feed a new building being installed at #19 Bligh Street.

I hereby certify that the foregoing order was adopted at a meeting of the
.....
..... held on the day of 20
....., 20

COPY COPY

Received and entered in the records of location orders of the City/Town of
Book Page

Attest:
.....

COPY

..... hereby certify that on 20....., at o'clock,M
at, a public hearing was held on the petition of
NATIONAL GRID for permission to construct the underground electric conduits described in the
order herewith recorded, and that I mailed at least seven days before said hearing a written notice
of the time and place of said hearing to each of the owners of real estate (as determined by the last
preceding assessment for taxation) along the ways or parts of ways upon which the Company is
permitted to construct the underground electric conduits under said order. And that thereupon said
order was duly adopted.

COPY

Electric

COPY

ORDERED:

Notice having been given and public hearing held, as provided by law, that the NATIONAL GRID be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 8th day of October, 2014.

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permitted to construct the underground electric conduits under said order. And that thereupon said
order was duly adopted.

..... COPY

Town

ORDERED:

Notice having been given and public hearing held, as provided by law, that the NATIONAL GRID be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 8th day of October, 2014.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked -Bligh Street - Ayer - Massachusetts Plan number # 17470930

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COPY

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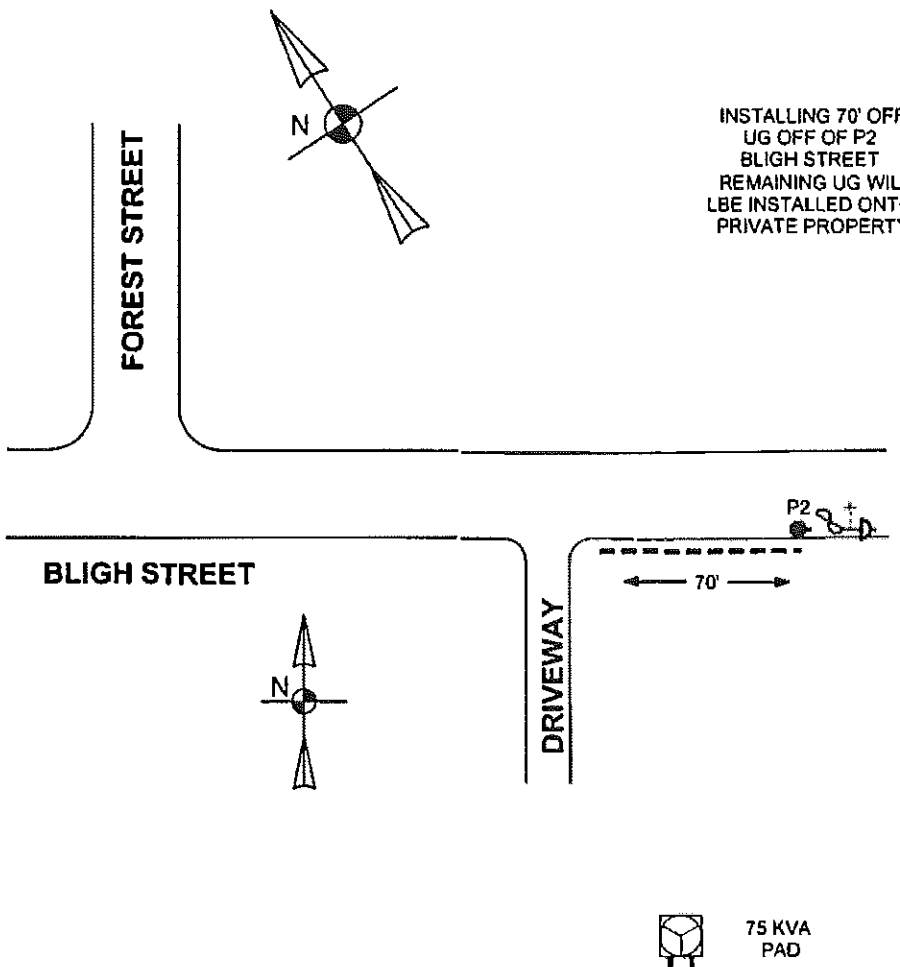
Attest:
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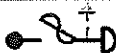










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preceding assessment for taxation) along the ways or parts of ways upon which the Company is
permitted to construct the underground electric conduits under said order. And that thereupon said
order was duly adopted.

COPY

COPY

.....



UNDERGROUND PETITION		nationalgrid	
 Urd Pole	 3-Phase Pad	Date: SEPTEMBER 18, 2014	
 Manhole	 Xfmr Foundation		
 Pull Box	 Primary Ug Wire	Plan Number: 17470930	
 Hand Hole	 Secondary Ug Wire	To Accompany Petition Dated:	
	 Street Light Wire	To The: TOWN Of AYER	
 Single Phase Pad	 Service Arrow	For Proposed: ELECTRIC UG Location: BLIGH STREET	
DISTANCES ARE APPROXIMATE		Date Of Original Grant:	

Proposed Zoning Change #1:

Allow for “Senior Residential” uses in the Shirley Village Growth I Zoning District.

1. Briefly, what would this proposed zoning change do?

The proposed zoning change would allow for a certain type of age-restricted senior residential facility (“Senior Residential” as defined below) of up to 120 units within the Shirley Village Growth I Zoning District.

2. Where is the Shirley Village Growth I Zoning District located?

The Shirley Village Growth I Zoning District is located off of Front Street and Hospital Road in the portion of Devens within Shirley’s historic boundaries as shown in Figure 1 (zoning map). U.S. Fish and Wildlife and the Town of Shirley previously took title to most of the land in the district, leaving approximately 35 acres to be developed (see Figure 2).



Figure 1. Devens zoning map with the Shirley Village Growth I Zoning District highlighted in yellow.



Figure 2. Available land for development within the Shirley Village Growth I Zoning District.

3. Why allow for senior residential there?

Market studies, developer interest, and inquiries from local seniors have demonstrated that there is demand for senior housing in the Devens region. The Shirley Village Growth I Zoning District is an attractive potential site for this sort of housing due to its proximity to the library, town hall, shops, restaurants, and other uses in downtown Shirley. The Town of Shirley and the Shirley Economic Development Committee support the project since it would “jump start” the redevelopment of the Shirley Village Growth I Zoning District and bring additional activity to the eastern end of Front Street.

4. How is “Senior Residential” defined?

A new zoning category proposed for the Shirley Village Growth I Zoning District, “Senior Residential” would allow for the development of residential facilities for individuals at least 62 years old. Such facilities may provide services such as meals, transportation, housekeeping, personal care, specialized care for dementia, and/or health care, in a residential setting. Such facilities may also provide no or limited services.

5. What about the Devens housing cap?

Unique among Massachusetts communities, Devens' zoning includes a housing cap that limits residential development to 282 units. There are 140 occupied units in Devens today and another 124 planned for the Grant Road neighborhood, leaving just 18 unaccounted units. To accommodate the senior housing, the proposed zoning change would waive the housing cap to allow for up to 120 units of "Senior Residential" within the Shirley Village Growth I Zoning District only.

6. What are the likely impacts of 120 units of senior housing on existing services?

The senior housing would likely generate additional calls for ambulance and emergency medical services. This service would be provided by the Devens Fire Department, which can handle the increased demand.

The additional units may also generate additional demand for senior services via the Shirley Council on Aging (COA) in Shirley Center. While any new senior housing facility will likely provide many or all of its own services (i.e., van transportation, classes, social events, etc.) MassDevelopment and the eventual developer of the facility would work to ensure that the COA is not negatively impacted due to use by residents of the facility.

The senior housing will not generate any school-age children or impact the school system.

7. Will local residents get preference?

MassDevelopment will require that the developer grant preference to residents of Shirley, Devens, Ayer, and Harvard to the extent that doing so is legal.

8. What are the proposed changes to the text of the Devens By-Laws?

There are just four text edits proposed, as shown below. Deletions are shown as ~~struck through~~ text and new text is underlined. A copy of the current Devens By-Laws can be found at www.devensec.com/bylaws/bylawstoc.html.

Edit 1. Section V.A.9.b

"b. Development Goals: The primary goal of this district is to provide ~~commercial~~ expansion and enhancement opportunities for Shirley Village, while at the same time respecting the scale of the existing businesses and abutting neighborhoods. The intent is to accommodate a municipal facilities center, a variety of retail, service, and office uses of small to medium size, healthcare-related uses, and limited residential uses such as senior/assisted living."

Edit 2. Section VI.A.3.o (new section)

“o. Senior Residential. Senior Residential with Services refers to age-restricted residential facilities for individuals at least 62 years old.”

Edit 3. Section IX.E.1

“1. The total number of residential units to be allowed within Devens shall not exceed two hundred and eighty-two (282) units, not including Senior Residential units within the Shirley Village Growth I Zoning District, which shall not exceed one hundred twenty (120) units.”

Edit 4. Exhibit D (Table of Permitted Uses)

Add “Senior Residential” to the list of uses under the Residential heading. The use shall be permitted in the Shirley Village Growth I Zoning District and not allowed in all other districts.

Proposed Zoning Change #2:

Allow for Healthcare uses in additional Devens zoning districts where they are not currently allowed.

1. Briefly, what would this proposed zoning change do?

The proposed zoning change would allow for Healthcare uses currently allowed elsewhere in Devens in three additional districts: the Innovation and Technology Center, Shirley Village Growth I, and Business/Community Services I Zoning Districts.

2. Where are these districts located?

The Innovation Technology Center Zoning District is located in the vicinity of Vicksburg Square and Rogers Field. The Shirley Village Growth I Zoning District is located off of Front Street and Hospital Road. The Business Community Services I Zoning District is centrally located between Jackson and Barnum Roads, and is the site of Devens' existing hotels, restaurants, and retail uses.

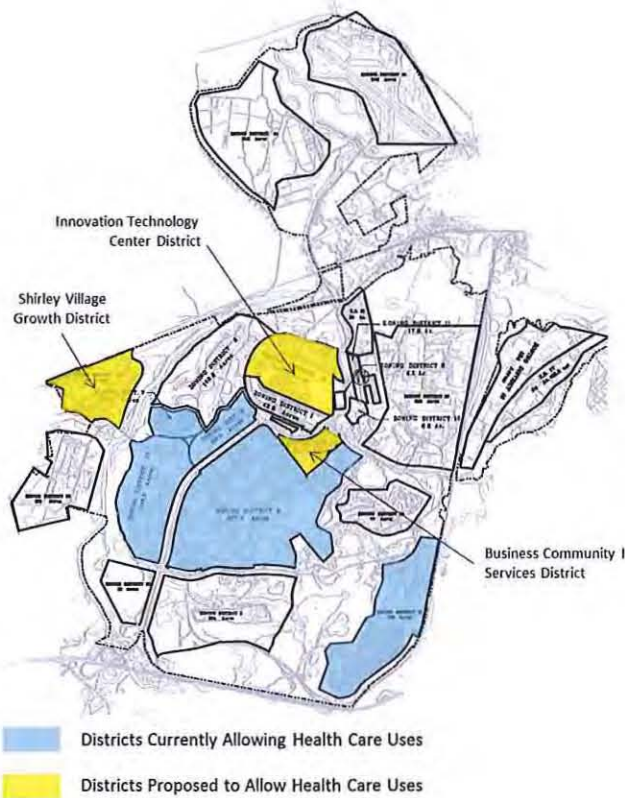


Figure 1. Devens zoning map with the affected districts highlighted in red.

3. How are Healthcare uses defined?

Per the Devens By-Laws, Healthcare uses refer “to establishments primarily engaged in the provision of personal and group health services ranging from prevention, diagnosis, treatment, or rehabilitation services provided by physicians, dentists, nurses, and other health personnel, as well as the provision of medical testing and analysis services and the provision of convalescent services requiring twenty-four (24) hour staff. Typical uses include hospitals, medical offices, dental clinics, and laboratories, health-maintenance organizations, immediate-care facilities, clinics, and nursing homes.”

4. Why do we need to expand the number of districts allowing Healthcare uses?

Healthcare uses are only allowed in two Devens zoning districts today: the Innovation and Technology Business Zoning District along Jackson Road and the Special Use I Zoning District (commonly known as Salerno) in the southeast corner of Devens. The Innovation and Technology Business Zoning District is largely built-out, and the Special Use I Zoning District is years away from being ready for development. Additionally, neither district offers a good location for small- or medium-size facilities. Allowing for Healthcare uses in these additional districts will provide a range of additional sites to accommodate these users in the future.

5. What are the proposed changes to the text of the Devens By-Laws?

There is just one text edit proposed, as shown below. A copy of the current Devens By-Laws can be found at www.devensec.com/bylaws/bylawstoc.html.

Edit 1. Exhibit D (Table of Permitted Uses)

In the “Health Care” row of the Table of Permitted Uses, change the use from “not allowed” to “permitted” in the Innovation and Technology Center, Shirley Village Growth I and Business/Community Services I Zoning Districts.

Proposed Zoning Change #3:

Undertake two zoning “swaps” to allow for the residential redevelopment of the former Adams Circle neighborhood and to protect valuable adjacent environmental and historical resources.

1. Briefly, what would this proposed zoning change do?

The proposed zoning change would allow for the residential redevelopment of the former Adams Circle neighborhood, half of which is zoned for open space despite the existing streets and utilities. In exchange, an adjacent stream corridor would be rezoned to open space, improved, and protected. Additionally, Rogers Field—Fort Devens’ historic parade ground—would be permanently protected via a conservation restriction.

2. Where are these districts located?

See Figure 1 below. Adams Circle is located off of Cavite Street and was partially developed with eight zero-energy homes. Rogers Field is located across Jackson Road from Adams Circle and is loosely bounded by Buena Vista Street, Sherman Avenue, and Elm Road.

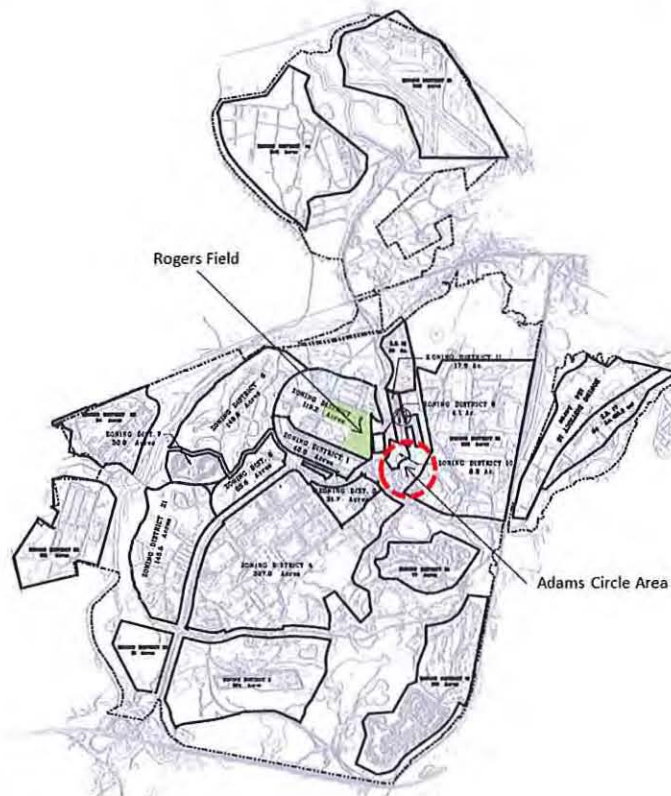


Figure 1. Devens zoning map with the Adams Circle area circled in red and Rogers Field in green.

3. How exactly would this zoning swap work?

The two diagrams below illustrate the proposed zoning swap. Figure 2, below, depicts existing zoning in the vicinity of Adams Circle and illustrates three points of note. First, despite its Field's historic designation and recreational use, Rogers Field is zoned for development as part of the Innovation Technology Center Zoning District. Second, the interior and southern portions of the former Adams Circle neighborhood are zoned for open space despite the presence of roads and utility infrastructure. Third, a portion of the stream corridor just west of the net-zero homes on Adams Circle is zoned for residential development.

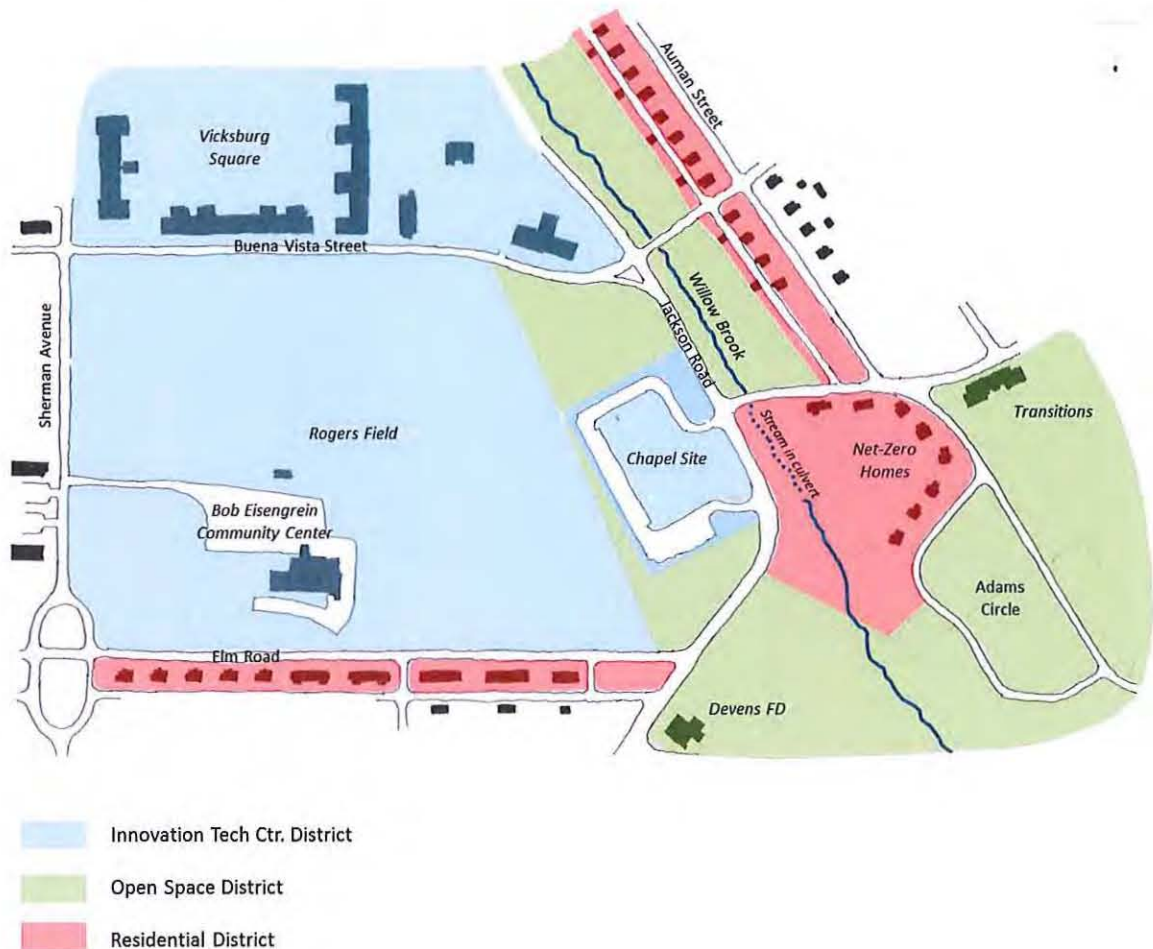


Figure 2. Existing zoning in the vicinity of Adams Circle and Rogers Field

Figure 3 on the following page illustrates the proposed zoning swap. A 3.6-acre portion of residential district located between the zero-energy homes and Jackson Road (and atop the stream corridor) would be rezoned to open space, and the streambed would be restored to the surface. The undeveloped portion of Rogers Field (approximately 15 acres in all excluding the

land around the Bob Eisengrein Community Center) would be rezoned to open space and permanently protected via a conservation restriction. These two pieces of land—approximately 18.6 acres in total—are shown in a darker shade of green on the diagram below and are outlined with a black dashed line.

In return, ten acres of open space zoned land within the former Adams Circle neighborhood would be rezoned to residential, allowing for the expansion of the neighborhood. This land is shown in a darker shade of red on the diagram below and is outlined with a black dashed line.

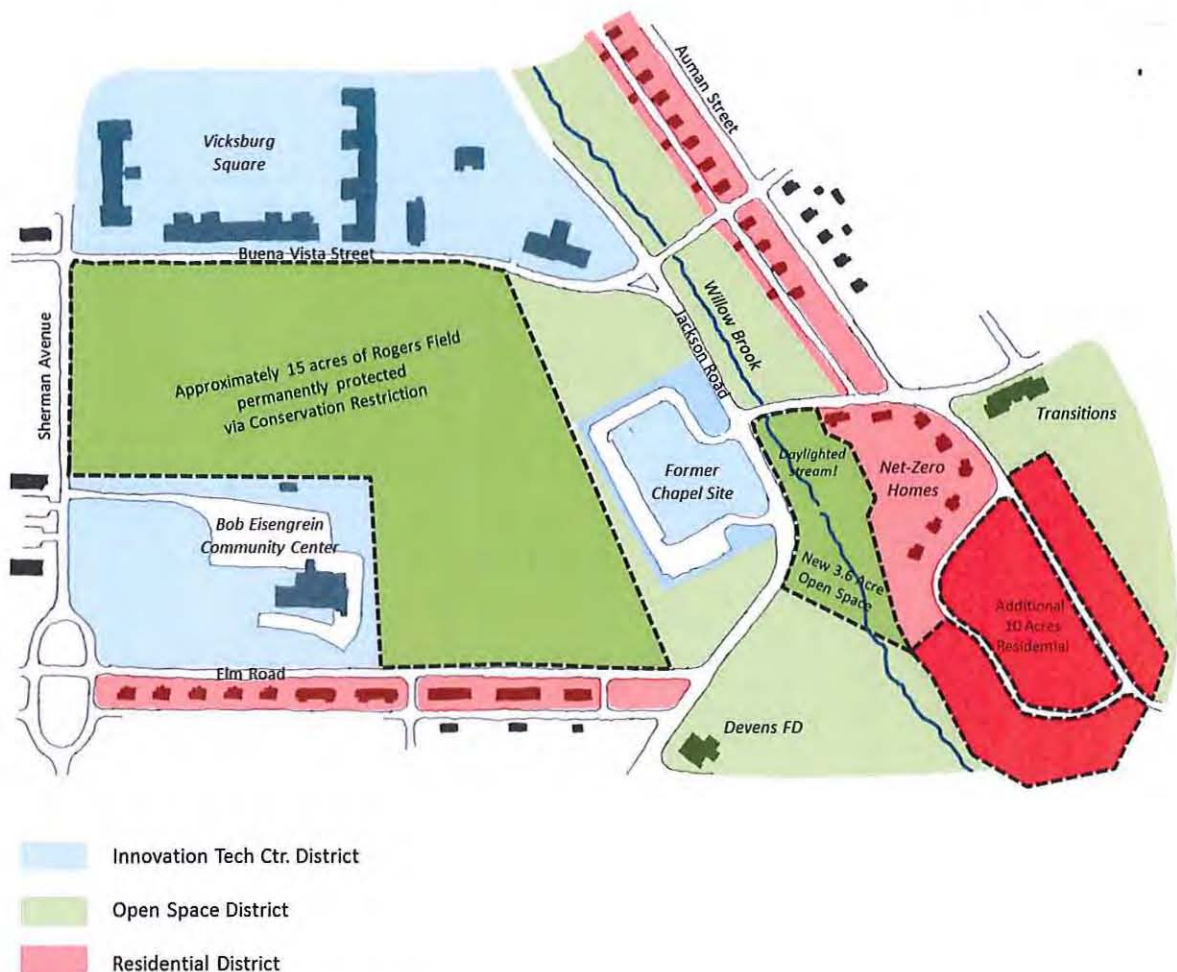


Figure 3. The proposed Adams Circle zoning swap.

In summary, this zoning swap would have the effect of rationalizing the existing zoning in the Adams Circle area, allowing for the expansion of the successful neighborhood of net-zero homes while also protecting an environmental sensitive stream corridor and permanently protecting historic Rogers Field for future generations of regional residents.

4. Isn't Rogers Field already protected from development? Isn't it part of the historic district?

While Rogers Field is listed as part of the Fort Devens National Register Historic District, its underlying zoning allows for some level of commercial development. MassDevelopment has no plans to market or develop the land, but, in its forthcoming report, the Devens Land Use and Open Space Committee identified the "permanent protection" of Rogers Field as a priority. Permanent protection cannot be guaranteed via zoning for open space, but rather requires that a conservation restriction be put in place. Conservation restrictions have been used for other Devens open space areas including Mirror Pond, the Cold Spring Brook corridor, and Shepley's Hill. The conservation restriction would allow for continuing recreational uses (including soccer, lacrosse, Ultimate Frisbee, etc.).

5. Are we giving up valuable open space at Adams Circle?

No. Adams Circle is a formerly developed Army housing area. The Army housing units have been demolished, but the road serving the area—Adams Circle—remains, and the boundaries of the former neighborhood can be clearly seen below in Figure 4.



Figure 4. An aerial overview of Adams Circle showing previously disturbed areas and the limit of the proposed zoning change as a dashed yellow line.

6. What about the housing cap? Do you propose to increase it?

No.

7. What are the proposed changes to the text of the Devens By-Laws?

This is just a zoning map change with no text changes.

Proposed Zoning Change #4:

Rezone parts of the southern end of the Grant Road district for appropriately buffered commercial uses consistent with the Innovation and Technology Business Zoning District.

1. Briefly, what would this proposed zoning change do?

The proposed 124-unit Grant Road neighborhood will require only approximately 30 acres of the 120 acre Grant Road district. Substantial acreage will remain undeveloped north and south of the neighborhood. Residential development south of the Grant Road neighborhood is further complicated by the presence of an “impact area,” where shells from a World War I firing range impacted the side of Oak Hill. The proposed zoning change would allow for substantial job creation and economic development in this portion of the district as long as the uses are adequately buffered from nearby homes.

2. Where is this district located?

The Grant Road parcel is located in the western portion of Devens adjacent to the U.S. Fish & Wildlife Service Oxbow Refuge. The southern portion of Grant Road is just north of Hospital Road and the former Oak and Maple housing areas. See Figure 1 below.

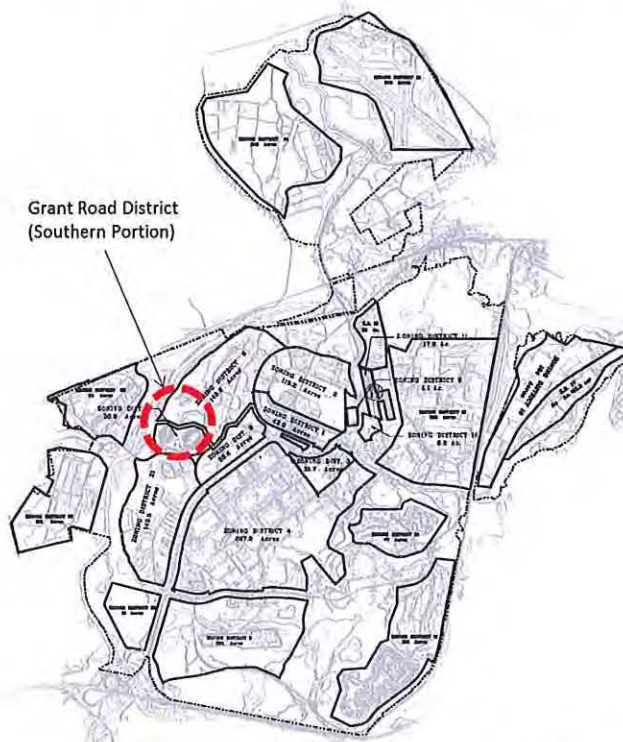


Figure 1. The Devens zoning map with the southern portion of the Grant Road District circled in red.

3. How exactly would this zoning map change work?

The proposed zoning change is illustrated by the two following diagrams—Figure 2 and Figure 3. Figure 2 shows existing zoning in the area. The areas in blue, including the former Oak and Maple housing areas, are zoned for commercial uses such as office, research and development, and light industrial uses. The areas in red are residentially zoned, including the proposed Grant Road neighborhood outlined in yellow.

A trail easement originally planned to connect Walnut Street to the Oxbow Refuge runs in between these two zoning districts, shown as a dashed green line. The easement is no longer feasible as it runs through the impact area on the north face of Oak Hill. This is an inaccessible secure fenced area permanently off limits to all development. Additionally, U.S. Fish & Wildlife does not have plans to connect the Oxbow to this trail easement.

Two large forested ridges on the Grant Road parcel are shown in green. These geological formations serve to divide the Grant Road parcel into separate areas and are protected from development by the Devens Enterprise Commission's steep slope regulations.

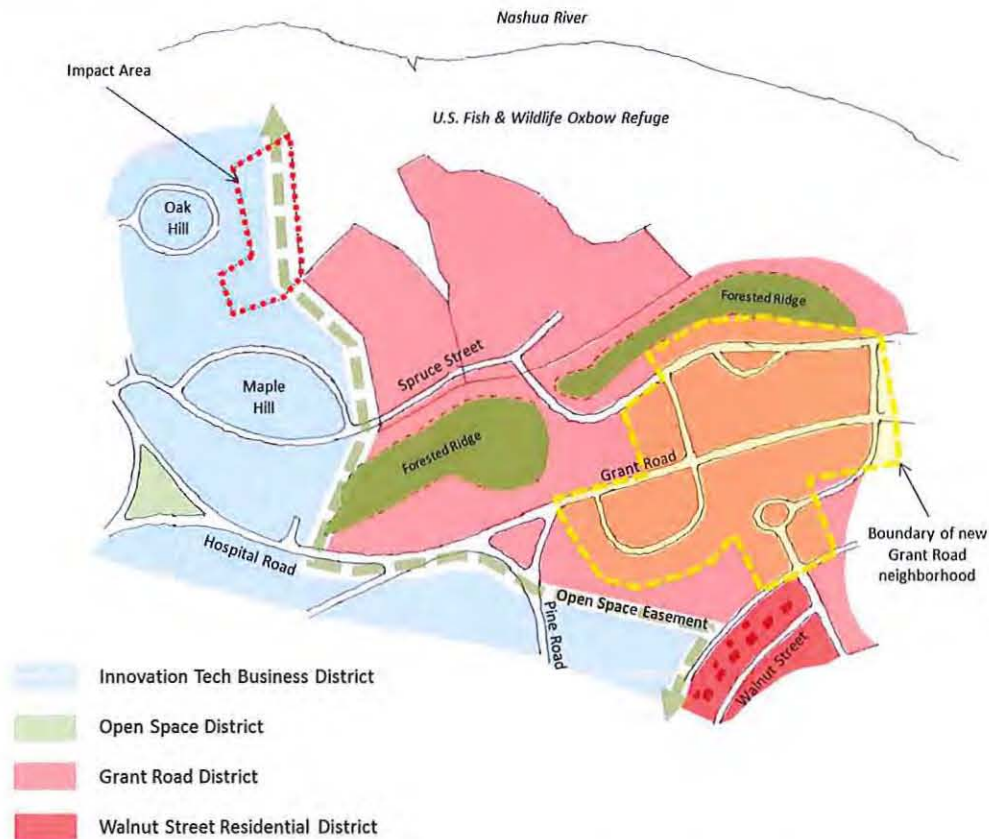


Figure 2. Existing zoning in the vicinity of the southern portion of the Grant Road district.

Figure 3 below depicts the proposed zoning map change. Approximately 20 to 25 acres of residentially zoned land west of the two forested ridges would be rezoned to commercial. The sites, shown in a darker blue color, would be visually buffered by the two forested ridges. All vehicle access to and from the parcels would be routed via Spruce Street to prevent impacts on the adjacent residential neighborhoods.

The trail easement would be relocated to Hospital Road to provide a connection to the new U.S. Fish & Wildlife Service Visitor Center, the canoe/kayak launching area, and a popular trail along the eastern bank of the Nashua River. Moving the easement would also keep hikers away from the impact area.

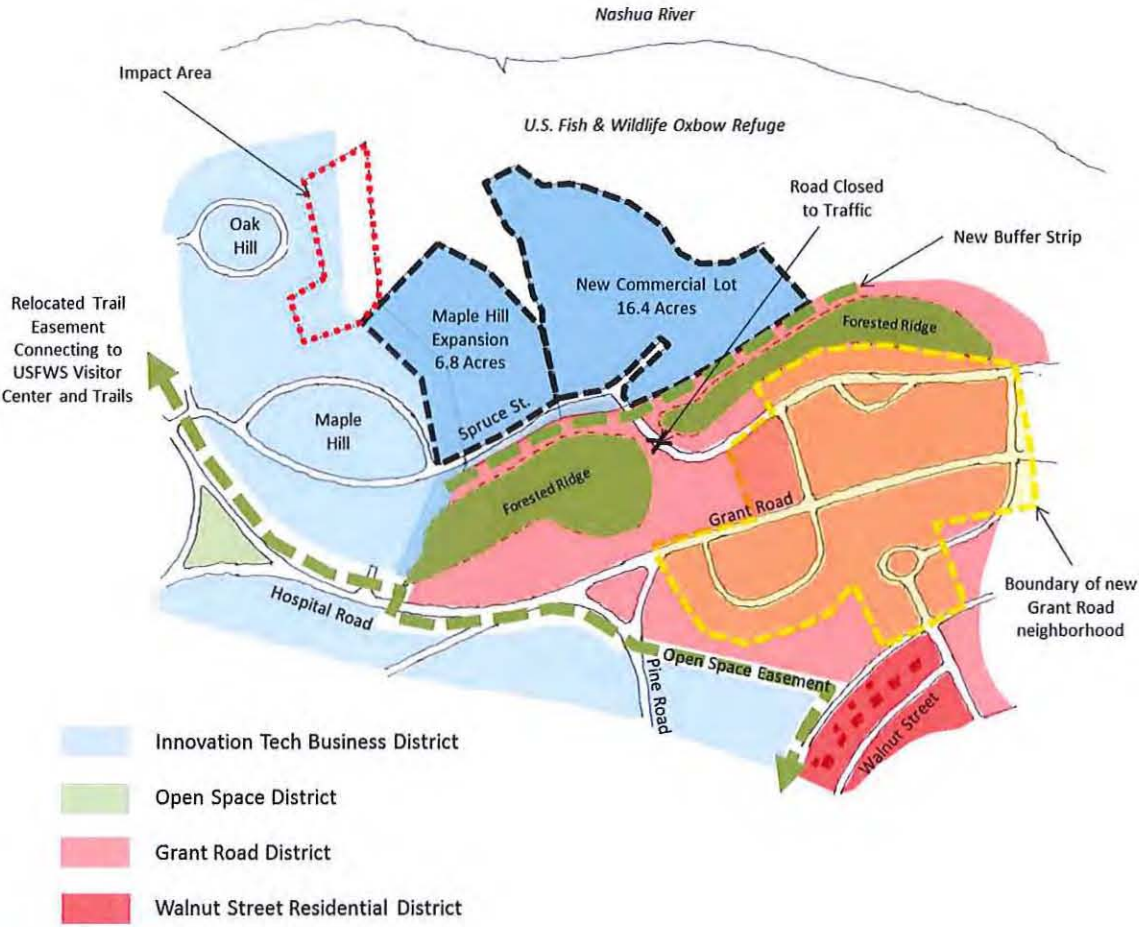


Figure 3. Proposed zoning changes in the vicinity of the southern portion of the Grant Road district.

4. How do we know that these uses are adequately buffered?

The new parcels would be buffered from the Grant Road neighborhood by existing topography, specifically the two wooded ridges. The parcels, which would sit approximately 40 feet below the level of the Grant Road neighborhood, would be further offset by a new buffer strip running just west of the ridges. Uses on the new parcels would also be required to meet the DEC's stringent performance standards for noise and light emissions. Existing roads connecting the Grant Road neighborhood with the parcels would be closed or gated for emergency vehicle use only.

5. What are the proposed changes to the text of the Devens By-Laws?

There is just one edit proposed, as shown below. A copy of the current Devens By-Laws can be found at www.devensec.com/bylaws/bylawstoc.html.

Edit 1. Exhibit D (Table of Permitted Uses)

In the "Residential I" column of the Table of Permitted Uses, add the following as permitted uses: Full Office, Small-Scale Office, Light Industrial with Environmental Component, All Other Light Industrial, R&D with Environmental Component, All Other Research & Development, Health Care, Academic/Institutional/Civic, Municipal Uses, and Incubator. Add a footnote to the table indicating that these uses are only allowed in the portion of the district generally bounded by Birch Circle to the east and that no buildings shall be constructed east of the existing alignment of Birch Circle.

DEPARTMENT OF PUBLIC WORKS

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



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

MEMORANDUM

Date: October 29, 2014
To: Board of Selectmen
From: Mark Wetzel, P.E., Public Works Superintendent
Subject: **November 5 Meeting Agenda Items**

1. Recommendation for Assistant Highway Forman position - See attached memo and back-up information.
2. Vitasoy Administrative Order - Vitasoy violated the limits in their Industrial Pretreatment Permit (IPP) in August and September. These violations create process operation problems at the Ayer Wastewater Treatment Plant and result in additional costs and potential Town effluent violations. We have prepared an Administrative Order, which includes a fine and specific conditions that Vitasoy must comply with. Prior to executing the Administrative Order, I am requesting authorization from the Board.
3. Grove Pond Water Treatment Plant Change Order Number 4 - for signature by the Chairman. This is the final change order on the project which includes an adjustment credit for the National Grid fees.

DEPARTMENT OF PUBLIC WORKS

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



25 BROOK STREET
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MEMORANDUM

Date: October 30, 2014

To: Robert Pontbriand, Town Administrator

From: Mark Wetzel P.E., Public Works Superintendent

Subject: Assistant Highway Foreman Recommendation

The Public Works Department recently posted the position of Assistant Highway Foreman (attached). The Job Posting and Bidding process followed was in accordance with Article 15 of the Collective Bargaining Agreement.

Internally there were 5 applicants who were interviewed. The interview team included Doug Jaspersen, Highway Foreman; Pam Martin, Business Manager and myself. In an effort to better understand each candidate, their current abilities, their method of management and their interpersonal skills, we asked them a series of questions regarding their past experiences, goals for themselves and the Highway Division and their ability to perform the tasks associated with being the Assistant Foreman.

I am recommending that Walter Wood be promoted to the Assistant Highway Foreman. Wally has been with the Ayer DPW since January, 2007. He is currently the Collection System Operator / Back-up Driver in the Wastewater Division. He has 14 years of experience in public works and construction and prior to joining the Ayer DPW, he worked for two utility construction companies and ran his own construction company. He currently holds a Commercial Drivers License (Class A), Tanker Truck Endorsement and Hoisting License.

Wally lives in Ayer, is a team player and I believe he will improve our operations and be a long term asset to DPW Highway Division and the Town of Ayer.

JOB CLASSIFICATION
DEPARTMENT OF PUBLIC WORKS - HIGHWAY DIVISION
ASSISTANT FOREMAN

DEFINITION

1. Assist in the operation and maintenance of the Town's roads, street, drainage systems, and road related infrastructure.
2. Assist in the supervision of all personnel assigned to the Highway Division.
3. Assist in record keeping and reporting in accordance with all governing regulations and permit requirements.
4. Responsible for the general operations of the Highway Division in the absence of the Foreman.
5. Must be available for snow and ice management.
6. Must be available for weekly standby (consisting of weekend and weekday coverage).

JOB ENVIRONMENT

1. Works under the direct supervision of the Highway Division Foreman.
2. Works well with minimal supervision.
3. Work assignment may require frequent heavy physical effort as well as working continuously under varying weather conditions.
4. Ability to learn the principles and practices related to the operation and maintenance of the Town's road and drainage systems and other Highway related facilities and equipment.
5. Ability to manage Highway Division staff on highway and drainage related improvements and repairs
6. Ability to manage contractors working on DPW- Highway projects.
7. Ability to safely operate heavy equipment, power equipment and various hand tools.
8. Ability to do minor repairs and maintenance on DPW equipment and vehicles.
9. Ability to establish and maintain effective working relationships with vendors, contractors, fellow employees and the general public.
10. Ability to understand and follow oral and written instructions.
11. Ability to effectively communicate (verbally and written).
12. Ability to use print and digital maps and plans as required to complete assigned projects.
13. Ability to use email for communications.
14. Ability to complete reports using word processing software and spreadsheets.

Work is often performed outdoors at which time the incumbent may be exposed to extremes of heat and cold temperatures and inclement weather. Work is also performed indoors with possible exposure to exhaust fumes, oil, caustic chemicals, dust and other airborne particles. May occasionally be exposed to hazardous chemicals and materials.

Work involves risk of burns and electrical shock and other hazards associated with working near moving mechanical parts.

Approved to content: Management: _____

AFSCME Local 1703: _____

Work environment is noisy and at times very loud.

Operates light and heavy equipment used in the public works discipline (including, but not limited to, dump trucks, loaders, backhoes, compressors, jackhammers, etc.).
Makes frequent contact with the general public requiring courtesy in responding to complaints. Makes periodic contact with the other town departments and utilities to cooperate on public works related activities.

Errors could result in delay of work projects, damage to equipment, or increase in project costs and/or damage to private property.

ESSENTIAL FUNCTIONS

(The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position)

1. Perform responsible supervisory duties requiring some judgment as to work methods and assignments, on occasion adopting or modifying methods and standards to meet variation in controlling situations.
2. Work continuously under varying weather conditions with minimum supervision.
3. Learn the principles and practices related to the operation and maintenance of the Towns' highway and drainage systems.
4. Use a variety of hand tools and operate power equipment.
5. Establish and maintain effective working relationships with fellow employees and the general public.
6. Understand and follow oral and written instructions.
7. Supervise and assist on the construction of street and sidewalks and all related projects.
8. Supervise and assist with implementing safety program including tailgate safety meetings, traffic control and safety and proper use of personal safety equipment
9. Supervise and assist with highway maintenance projects, including resurfacing programs.
10. Supervise and assist with snow plowing and removal, sanding and salting of streets and street cleaning and the removal of snow from all congested areas and from in front of public buildings.
11. Supervise and assist in clean up of roadsides to keep the roadsides and intersections clear of brush whenever it interferes with vehicular traffic.
12. Supervise and assist in the erection and maintenance of street signs and road signs.
13. Supervise and assist in providing proper pavement markings for safer vehicular traffic.
14. Supervise and assist in the cleaning of catch basins and drainage structures.
15. Operate Public Works Department equipment.
16. Service and follows prescribed preventative maintenance procedures on assigned equipment units.
17. Perform labor incidental to work of operating equipment or other laboring tasks when not so assigned.
18. Assist other divisions as directed in emergencies.
19. Respond to routine customer inquiries.

20. Respond to Service Requests as directed by the Highway Foreman
21. Perform all duties in accordance with applicable safety regulations.
22. Be punctual at the work place.
23. Undertake special projects and assignments; perform similar or related work as required, directed or as situation dictates.
24. Schedule, supervise and manage subcontractors on Highway projects

RECOMMENDED MINIMUM QUALIFICATIONS

Education, Training and Experience

1. Graduation from High School or equivalent combination of education and experience.
2. Five (5) years of paid work experience in roadway construction and operation and maintenance of roadway systems, drainage/ stormwater management systems and snow and ice management.
3. General knowledge of the materials, methods and techniques relative to Highway system construction and maintenance.
4. Ability to supervise the work of subordinates, follow oral and written instructions.
5. Ability to maintain good public relations.
6. Ability to use Microsoft Word, Excel and email communications.

***Special Requirements**

1. Possession of a Massachusetts CDL B Drivers License is required.
2. Possession of a Massachusetts Hoisting Engineer (2B) license is required.

KNOWLEDGE, SKILLS AND ABILITY

Knowledge: General knowledge of related work assignments in the labor force of a department of public works. Familiarity with the Town's geography.

Skill: Good customer service skills. Good communication, organizational and planning skills. Skill in operating and maintaining heavy equipment.

Ability: Strong mechanical abilities. Ability to respond to inquiries and complaints with discretion and tact. Ability to work calmly and effectively under emergency conditions. Ability to work independently and as a key member of the DPW team. Ability to follow safe work practices. Ability to maintain service records effectively.

PHYSICAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Regularly lifts and /or moves objects. Accesses all levels of a vehicle, traverse uneven terrain, climb a ladder and enter and exit from vehicles. Manually operates all tools and vehicle controls. Must be able to detect odors and vibrations. Must be able to operate equipment /trucks for extended periods of

time during snow or other emergencies. Communicates well verbally and in writing. Vision and hearing at/or correctable to normal ranges.

BENEFITS: As per union contract

RATE OF PAY: As per union contract

Approved to content: Management: _____

AFSCME Local 1703: _____

DEPARTMENT OF PUBLIC WORKS

Water, Wastewater, Highway, Solid Waste & Stormwater Divisions

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

October 24, 2014

Certified Mail No. 7012 1010 0001 6811 2001

Vitasoy USA, Inc.
One New England Way
Ayer, Massachusetts 01432

Re: ADMINISTRATIVE ORDER 016 -014-01

Mr. William Russell:

Enclosed is Administrative Order (AO) (016-014-01) for Vitasoy USA, Inc. issued by the Town of Ayer, Massachusetts.

You are requested to review the information contained in the Administrative Order and sign the Order on page 4 where indicated no later than October 31, 2014 and return the order to the office of the Town's Pretreatment Coordinator's Consultant, Hoyle, Tanner & Associates, Inc. 150 Dow Street Manchester, NH 03101 attn: Ms. Paula M. Boyle.

TOWN OF AYER

Mark L. Wetzel, P.E.,
Superintendent

cc: Paula M. Boyle, Pretreatment Coordinator's Consultant
Pretreatment Files

In the matter of:

ADMINISTRATIVE ORDER
No. 016- 014-01

VITASOY USA, INC.
Ayer, Massachusetts

PARTIES

1. The Town of Ayer ("the Town"), acting by and through its Board of Selectmen, is a municipal corporation located within the Commonwealth of Massachusetts with offices at One Main Street, Ayer, Massachusetts.
2. Vitasoy is a Massachusetts corporation with a place of business at One New England Way, Ayer, Massachusetts.

AUTHORITY

3. This Administrative Order ("Order") is entered into under the authority of G.L. c.21, §34, G.L. c.83, §10 and the Town's Regulation of Sewer Use.

STATEMENT OF FACTS

4. The Town operates a Publicly Owned Treatment Works ("POTW") facility for Town residents and businesses.
5. Vitasoy owns and operates a pretreatment system at One New England Way, Ayer, Massachusetts, and has an existing Industrial Discharge Permit No. 016 which allows Vitasoy to discharge industrial process wastewater to the POTW.
6. Vitasoy failed to provide adequate notice to the Town for BOD₅ violations in accordance with Industrial Discharge Permit No. 016. The permit violations for BOD₅ began on August 1, 2014 and continued until September 26, 2014.
7. Vitasoy indicated that the cause of the violations were due to various circumstances, specifically polymer chemical feed issues, secondary skimmer malfunction and the secondary aeration blower out of service.
8. The BOD₅ violations caused the maximum allowable headworks loading at the WWTF to be exceeded during the period of September 10, 2014 – September 26, 2014.
9. The Town has spent considerable resources to address the Industrial Discharge Permit violation for BOD₅ which caused upset of the Town's Wastewater Treatment Facility.

DISPOSITION AND ORDER

10. This Order is agreed to by the Town and Vitasoy USA, Inc. because it is their mutual conviction that it is in the public interest not to expend their respective resources in further adjudication of these facts and regulatory violations. Instead, the Town and Vitasoy USA, Inc. herein seek to utilize their collective resources to eliminate the risks to the public health and to the environment by undertaking the actions set forth herein. Therefore, for the reasons and pursuant to the legal authorities set forth herein, the Town hereby issues, and Vitasoy USA, Inc. hereby agrees to, the terms and conditions of the Order.
11. The Order shall be binding on Vitasoy USA and on its officials, agents, employees, representatives, contractors, successors and assigns. Vitasoy USA, Inc. will not violate the Order and will not allow its officials, agents, employees, representatives, contractors, successors and assigns to violate the terms and conditions of the Order. Any violation of the Order by any of the foregoing persons or entities shall constitute a violation by Vitasoy USA, Inc.
12. The Town hereby determines, and Vitasoy hereby agrees, that the deadlines set forth herein constitute reasonable times for coming into compliance with the violations cited.
13. This Order may be modified only upon the written agreement of the Town and Vitasoy.
14. This Order shall become effective and shall be deemed agreed to as of the date of the last signature set forth below.
15. If any terms or provisions of the Order or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the Order or the application thereof shall be valid and enforceable to the fullest extent provided by law. In the event of such invalidity or unenforceability, the Town may, at its sole discretion, elect to void the entire Order.

ADMINISTRATIVE ORDER

16. Vitasoy USA must pay to the Town of Ayer a fine of \$ 11,986 which constitutes a fine for:
 1. Seventeen (17) effluent BOD₅ violations during the period of August 1, 2014 through September 26, 2104 at \$300 per violation for a total of \$ 5,100
 2. Town Labor - 44 hrs at \$80/hr == \$ 3,520
 3. Hauling - 4 Loads of additional sludge to Upper Blackstone (\$455.00 per load) = \$ 1,820
 4. Additional Pretreatment Coordinator's time 15 hrs.= \$ 1,546
17. This fine is due no later than November 30, 2014 made payable to the:
Town of Ayer
One Main Street
Ayer, MA 01432

18. Vitasoy must haul wastewater not meeting Industrial Discharge Permit 016 to another treatment works for disposal until further written notice by the Town.
19. Vitasoy must submit by email to the Town's Pretreatment Coordinator's Consultant, Hoyle, Tanner & Associates, Inc., Ms. Paula M. Boyle a spreadsheet in Excel format, by the end of the day on Friday of each week, indicating the most current available effluent data discharged from Vitasoy to the Town for all the Industrial Discharge Permit (016) parameters.
20. Vitasoy must provide a written detailed construction schedule for Phase II of the pretreatment system no later than November 7, 2014 to the office of the Pretreatment Coordinator's Consultant.
21. If any Force Majeure event occurs which may cause or contribute to a delay in the achievement of compliance with this Order, Vitasoy USA, shall promptly notify the Town in writing upon learning of such event. This notice shall state the nature of the event, the anticipated length and cause of the delay, the measures taken or to be taken to avoid or minimize the delay, and the timetable for taking those measures. If a Force Majeure event occurs, the performance dates in question shall be extended for a period of time equal to the delay caused or contributed to by the Force Majeure event. For purposes of this Order, the term "Force Majeure Event" shall mean any act or occurrence beyond the reasonable control of the Town, which can not be overcome by due diligence, due care or foresight, having an adverse effect on the ability of the Town to comply with any provisions of this Order. Financial inability and unanticipated or increased costs or expenses associated with the implementation of the actions called for by this Order shall not be considered Force Majeure Events. Failure to provide notice to the Town within five (5) days of the Force Majeure Event, as required by this Section, shall preclude Vitasoy USA, Inc. from asserting the defense provided by this Section.

AUTHORITY TO BIND

18. Each undersigned representative hereby certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to legally bind the party on whose behalf such representative is signing.

SO ORDERED:

TOWN OF AYER
DEPARTMENT OF PUBLIC WORKS

COPY

BY: _____
Superintendent

Date: _____

COPY

VITASOY USA, INC.

BY: _____

Date: _____

COPY

COPY

Change Order

No. 4

Date of Issuance: June 17, 2014

Effective Date: October 17, 2014

Project: Ayer Grove Pond Water Treatment Facility and Wells Expansion	Owner: Town of Ayer	Owner's Contract No.: 1
Contract: Ayer Grove Pond Water Treatment Facility and Wells Expansion		Date of Contract: April 2, 2013
Contractor: Winston Builders Corporation		Engineer's Project No.: 01065

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Item No. 1 –Fire Alarm Relocation: Additional compensation for work at the request of the Ayer Fire Chief to relocate the existing fire alarm master box and associated alarms. See Attachment No. 1 for additional information. Total cost: \$7,866.00

Item No. 2 –Filter Solenoid Valve Electrical Modifications: Additional compensation for work required due replacement of wire and conduit, due to being in poor condition, associated with the filter solenoid control valves. See Attachment No. 2 for additional information. Total cost: \$5,999.83

Item No. 3 –Office Furnace Recirculation Pump Addition: Additional compensation for work involving the addition of a recirculation pump and associated piping and electrical controls for the office furnace. The recirculation pump addition was recommended by the Engineer after additional discussions were had with the Owner based on how plant operations would be conducted after the work in the Contract is complete. See Attachment No. 3 for additional information. Total cost: \$4,501.00

Item No. 4 – Electrical Allowance Credit: Additional credit for the Specification Section 16400 – Service Entrance allowance of \$85,000 carried by the Electrical Sub-Contractor. See Attachment No. 4 for additional information. Total cost: (\$35,947.42)

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$2,297,889.00

Decrease from previously approved Change Orders No. 2 to No. 3:

\$240,981.51

Contract Price prior to this Change Order:

\$2,056,997.49

Decrease of this Change Order:

\$17,580.59

Original Contract Times: Working days Calendar days

Substantial completion (days or date): 335

Ready for final payment (days or date): 365

Increase from previously approved Change Orders No. 1 to No. 3:

Substantial completion (days): 60

Ready for final payment (days): 60

Contract Times prior to this Change Order:

Substantial completion (days or date): 395

Ready for final payment (days or date): 425

Increase of this Change Order:

Substantial completion (days): 00

Ready for final payment (days): 138

Contract Price incorporating this Change Order: \$2,039,416.90
Contract Times with all approved Change Orders:
Substantial completion (days or date): 395
Ready for final payment (days or date): 563

RECOMMENDED;

By:

David Z. Wynn III

Engineer (Authorized Signature)

Date: October 17, 2014

ACCEPTED:

COPY

By:

Owner (Authorized Signature)

Date:

ACCEPTED:

By:

Contractor (Authorized Signature)

Date: 10-28-14

Approved by Funding Agency (if applicable):

COPY

Date:

COPY

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 31, 2014

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: MBTA / Rail Trail Surface Parking Lot Update

Dear Honorable Selectmen,

On Thursday, October 30, 2014 at the request of the MBTA, representatives from MART, the Town, and Mr. Berry met with the MBTA at Depot Square to finalize the details of the transfer of Mr. Berry's portion of land to MART (ultimately the Town) as well as the details to ensure continued safe access to the Ayer Train Station Platform once the land is transferred and for the winter until construction commences in the Spring of 2015.

Selectman Hillman, the Town Administrator, Mr. David Maher, and Ms. Pauline Hamel represented the Town and Mr. Jeremy Callahan was present for ATSAC.

The topics discussed were:

1. The formal transfer of the land from Mr. Berry to MART/Town. Mr. Berry's attorney is in the process of finalizing the delineation of the parcel and will appear before the Planning Board for approval. Upon Planning Board approval of the new parcel boundaries, the parcel will be filed with the Registry of Deeds concluding transfer.
2. The completion of the paving of the access pathway behind the Advocates Building to include temporary lighting (until permanent lighting is installed) as well improved drainage to address water runoff and/or ice-damming.
3. Paint stripping to delineate a pedestrian pathway and vehicular drop-off pathway as an interim measure until construction commences in the Spring 2015.
4. Snow plowing/snow removal of the new delineated access parcel and access pathway.

5. Hydrant relocation of a fire hydrant on Main Street to permit vehicular access into the new parcel.

6. A general discussion about improved safety measures for the Ayer Rail Platform also occurred.

As the project now moves forward, MART is in the process of hiring an appraisal firm for property acquisition for the rest of the project as well as issuing an RFP to hire a design, engineer firm. The Town Administrator will continue to provide updates on the project and once a design engineer firm is in place, the public process for public input on the design will occur.

Thank you.

Cc: ATSAC
MART

Carly Antonellis

From: Robert Pontbriand <ta@ayer.ma.us>
Sent: Wednesday, October 29, 2014 9:09 PM
To: Carly Antonellis
Subject: Fwd: Letter of Intent for Appointment to Devens Enterprise Commission as Ayer Representative

FYI

Begin forwarded message:

From: Jim Pinard <[REDACTED]>
Date: October 29, 2014 at 7:58:21 PM EDT
To: 'Robert Pontbriand' <ta@ayer.ma.us>
Cc: 'Jim Pinard' <[REDACTED]>
Subject: RE: Letter of Intent for Appointment to Devens Enterprise Commission as Ayer Representative

Attn Ayer Board of Selectmen

Oct 29, 2015

I am writing this letter of intent to see if you will appoint me to Represent the Town Of Ayer . on the Devens Enterprise Commission as an Ayer Prerepresentative.

I am very interested in what is happening at Devens Mass.

As a resident of Ayer all my life (50 yrs) and having a success business for over 30 yrs , I would like to get involved with what is going on at Devens and also what is to come in The near future.

I would represent the town in a professional manner, keeping you up to date with What occurs at Meetings.

Hope you will consider me a candidate for Ayer

Thank You Jimmy Pinard Jr

Board of Selectmen

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

Town Administrator
(978) 772-8210

MEMORANDUM

DATE: October 31, 2014

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: Recommendation for Authorization to Commence with One (1) Year Energy Contract with Constellation Energy

Dear Honorable Selectmen,

In working with the Town's Facilities Maintenance Director, the Town Accountant, and Constellation Energy, I am respectfully recommending that the BOS authorize and approve the Town to enter into a one (1) year energy contract with Constellation Energy effective November 6, 2014.

The Town of Ayer is currently purchasing its kilowatt hours (kwh) at a variable rate of .07 cents per kwh.

This variable rate will increase to .24 cents per kwh over the upcoming winter.

I am recommending that the Town enter into a one year contract with Constellation Energy at that rate of .11 kwh effective November 6, 2014 to November 2015. This is to protect the Town's exposure to the higher kwh prices which will come into effect this winter.

I am recommending only a one year contract at this time as it will guarantee savings for the Town this winter and protect the Town from the higher kwh prices but also provide the Town the flexibility to take advantage of future opportunities without being tied into a long term contract. Facilities Maintenance monitors the Town's energy consumption and rates on a regular basis.

Please note that upon approval by the BOS, the Town will be locked into the kwh rate as of November 6, 2014 (which is estimated to be .11 kwh) for one year. There is always the possibility that this rate on November 6, 2014 may be higher (or lower). Please see that attached letter from Town Counsel to Constellation Energy regarding the Contract.

Thank you for your consideration.

Cc: Dan. C. Sherman, Facilities Maintenance Director
Lisa Gabree, Town Accountant/Finance Manager



KOPELMAN AND PAIGE, P.C.
The Leader in Municipal Law

101 Arch Street
Boston, MA 02110
T: 617.556.0007
F: 617.654.1735
www.k-plaw.com

October 22, 2014

Mark R. Reich
mreich@k-plaw.com

RECEIVED
OCT 24 2014

TOWN OF AYER
SELECTMEN'S OFFICE

Mr. Robert A. Pontbriand
Town Administrator
Ayer Town Hall
One Main Street
Ayer, MA 01432

Re: Opinion of Counsel – Constellation NewEnergy, Inc. Electricity Supply Agreement

Dear Mr. Pontbriand:

I enclose the original opinion of counsel letter regarding the electricity supply agreement between the Town and Constellation NewEnergy, Inc.

Please contact me if you have any further questions regarding this matter.

Very truly yours,

Mark R. Reich

MRR/bp

Enc.

cc: Board of Selectmen
508177/AYER/0001



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October 22, 2014

Mark R. Reich
mreich@k-plaw.com



Constellation NewEnergy, Inc.
1221 Lamar St. Suite 600
Houston, TX 77010

Re: Electricity Supply Agreement (the "Agreement") between the Town of Ayer, MA (the "Governmental Entity") and Constellation NewEnergy, Inc. ("Constellation")

Dear Sir/Madam:

We are attorneys admitted to practice in the state of Massachusetts and are generally familiar with the Governmental Entity's affairs. We have examined and are familiar with the documents relating to the creation, organization, existence and operation of the Governmental Entity, all necessary documentation of the Governmental Entity relating to the authorization, execution, delivery and performance of the Agreement, the Agreement, and such other records and instruments as we deemed advisable. All terms herein capitalized shall have the meanings set forth in the Agreement unless otherwise provided. Based upon the foregoing, we are of the opinion that:

1. The Governmental Entity has full legal right, power and authority, and has taken all action necessary, to execute, deliver and perform its obligations under the Agreement and any other documentation or agreements that the Governmental Entity is required to execute, deliver or perform in connection with the Agreement (together with the Agreement, the "Governmental Entity Documents"), and the Governmental Entity has complied with the provisions of all applicable constitutions, laws, rules, regulations, codes, constituent or governing instruments, resolutions, guidelines, ordinances, town charters, bylaws, orders, writs, judgments, decrees and rulings in all related matters.
2. Each Governmental Entity Document has been duly authorized, executed and delivered by the Governmental Entity, is in full force and effect, constitutes the legal, valid and binding obligation of the Governmental Entity, and is enforceable against the Governmental Entity in accordance with its terms.
3. All federal, state and local governmental, public and regulatory authority approvals, consents, and authorizations, that are required to have been obtained or made by the Governmental Entity with respect to the authorization, execution, delivery and performance by, or the enforcement against or by, the Governmental Entity of the Governmental Entity Documents have been obtained and are in full force and effect and all conditions of such approvals, consents, and authorizations have been fully satisfied.

Constellation NewEnergy, Inc.
October 22, 2014
Page 2

4 There are no statutory or other regulatory impediments affecting the Governmental Entity which limit the terms of the Agreement or the obligations of the Governmental Entity thereunder for the full term of the Agreement.

5. The authorization, execution, delivery and performance of the Governmental Entity Documents and compliance with the provisions thereof do not and will not conflict with, violate or constitute a breach of or default under, any instruments relating to the creation, organization, existence or operation of the Governmental Entity, any commitment, agreement or other instrument to which the Governmental Entity is a party or by which it or its property or assets is bound, or any constitution, law, rule, regulation, government code, resolution, guideline, ordinance, judgment, order, writ, decree or ruling to which the Governmental Entity (or any of its officials in their respective capacities) or its property or assets is subject.

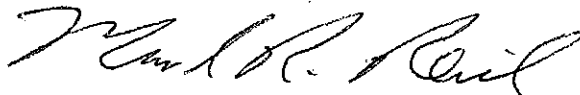
6. Listed below are the individuals who are authorized, pursuant to local and State law, as legal representatives of the Governmental Entity who can sign the Governmental Entity Documents on the Governmental Entity's behalf and bind the Governmental Entity ("Authorized Signatories):

Board of Selectmen
Ayer Town Hall
One Main Street
Ayer, MA 01432

7. The Authorized Signatories listed above are all such persons as required to be signatories to or otherwise execute the Governmental Entity Documents pursuant to the following local or State laws, rules, and regulations:

- (i) Mass. Gen. Laws ch. 43, § 29 and ch. 40, § 4.

Very truly yours,



Mark R. Reich

MRR/bp
cc: Town Administrator
508172/AYER/0001

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 31, 2014

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

A handwritten signature in blue ink, reading 'R.A.P.', is written over the printed name of the sender.

SUBJECT: Recommendation for the Bonding of Benefits and Payroll Manager

Dear Honorable Selectmen,

As part of the official job description of the Benefits and Payroll Manager as approved by the Personnel Board and Board of Selectmen, the position shall serve as the back up to the Treasurer in the event of the Treasurer's absence. These back duties include the acceptance of monies from town departments via departmental turnovers.

Therefore, I am respectfully recommending that the BOS authorize and approve the bonding of the position of Benefits and Payroll Manager. The bond will be through the Western Surety Company which issues all of the Town's bonds and will cost \$100.00 per year for the bonding of the position which will come out of the BOS Budget (as do all bonds).

Thank you for your consideration.

LAW OFFICES
LORDEN, PASTOR & LILLY, P.C.

44 East Main Street
Ayer, Massachusetts 01432

JOHN J. LORDEN
ROY W. PASTOR
CHRISTOPHER T. LILLY

Phone (978) 772-0011
Facsimile (978) 772-9902
E-Mail: attorney@lorden-pastor.com

October 23, 2014

RECEIVED
OCT 27 2014

TOWN OF AYER
SELECTMEN'S OFFICE
10:50 am

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

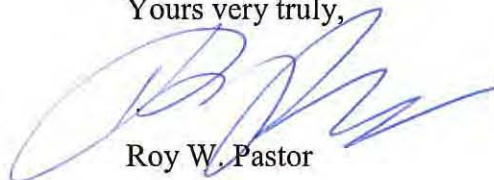
RE: Ayer Package Store

Dear Sir or Madam:

Enclosed please find a duly executed Monetary Transmittal Form and Certificate of Vote together with a completed Form 43. Kindly process same in your usual manner and notify this office as to the date on which the Ayer Package Store may begin operating with extended Sunday hours.

Thank you.

Yours very truly,



Roy W. Pastor

RWP/ler
Enc.
cc: Client

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE
LOCAL LICENSING AUTHORITY.

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: NO FEE

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY):

LICENSEE NAME: AYER PACKAGE STORE, INC.

ADDRESS: 48 MAIN STREET

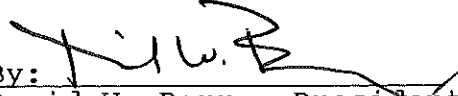
CITY/TOWN: AYER STATE MA ZIP CODE 01432

TRANSACTION TYPE (Please check all relevant transactions):

- Change of Hours
- Change of DBA
- Charity Wine License

Ayer Package Store, Inc.

October 20th, 2014

By: 
David W. Berry, President

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL
FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND
SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396

Ayer Package Store, Inc.

CERTIFICATE OF VOTE

BE IT KNOWN, that I, David W. Berry, being the duly elected incumbent Clerk of Ayer Package Store, Inc., a duly formed and organized Massachusetts corporation, do hereby certify and affirm that the following is a true extract record of a special meeting of the Directors of the said corporation, duly called for and held on the 20th day of October, 2014 at the offices of the corporation located at 48 Main Street, Ayer, Massachusetts, a quorum being present and voting and the President in the chair:

Upon Motion, duly made and seconded, it was thereupon, unanimously

VOTED: To extend the Sunday hours of operation of the corporation's retail package store known as Ayer Package Store at 48 Main Street, Ayer, Massachusetts, so that such sales shall begin at 10:00 a.m. in accordance with M.G.L. c. 138, Sec. 15.

Upon Motion, duly made and seconded, it was thereupon, unanimously

VOTED: In the furtherance of the agreement, the President and Treasurer are directed to sign, endorse and execute, on behalf of the corporation, any and all documents, instruments or forms necessary and proper to effectuate said change.

I further certify that David W. Berry is the incumbent President of the Corporation at the date hereof.

Date: 10-20-14

ATTEST:

David W. Berry
David W. Berry, CLERK

Middlesex, ss.

Commonwealth of Massachusetts

On this 20th day of October, 2014, before me personally came David W. Berry, to me known, who being by me duly sworn, did depose and say that he is the Clerk of Ayer Package Store, Inc., the Corporation described in and which executed the foregoing instrument, and that he signed his name thereto and in attestation thereof by order of the Board of Directors of said corporation.

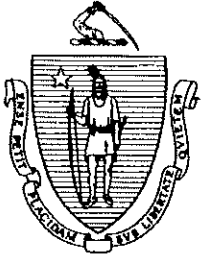
Lisa Ramos

NOTARY PUBLIC

My commission expires: 2/13/2015



LISA E. RAMOS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 13, 2015



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
 www.mass.gov/abcc

For Reconsideration

FORM 43
 MUST BE SIGNED BY LOCAL LICENSING AUTHORITY

006000022

ABCC License Number

Ayer

City/Town

Local Approval Date

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> Change Corporate Name |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Seasonal to Annual |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Transfer of Stock | <input type="checkbox"/> Change of License Type |
| <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input checked="" type="checkbox"/> Other Change of Hours |
| <input type="checkbox"/> 6-Day to 7-Day License | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Wine & Malt to All Alcohol | |

Name of Licensee Ayer Package Store, Inc. EIN of Licensee

D/B/A Manager David W. Berry

ADDRESS: 48 Main Street CITY/TOWN: Ayer STATE MA ZIP CODE 01432

Annual or Seasonal All Alcohol Package Store
 Category: (All Alcohol- Wine & Malt Wine, Malt & Cordials) Type: (Restaurant, Club, Package Store, General On Premises, Etc.)

Complete Description of Licensed Premises:
Package Store located at 48 Main Street, Ayer, MA

Application Filed: Date & Time Advertised: Date & Attach Publication Abutters Notified: Yes No

Licensee Contact Person for Transaction Roy W. Pastor, Esquire Phone: (978) 772-0011

ADDRESS: 44 East Main Street CITY/TOWN: Ayer STATE MA ZIP CODE 01432

Remarks: Change of Hours pursuant to M.G.L. c. 138 sec. 15 which permits sales to begin at 10:00 a.m. on Sundays.

The Local Licensing Authorities By: _____

Alcoholic Beverages Control Commission
 Ralph Sacramone
 Executive Director

ABCC Remarks: _____

