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TOWN CLERK  
TOWN OF AYER

2014 NOV 14 AM 8:35

*Susan Poland*

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



Tuesday November 18, 2014  
Open Session Meeting Agenda

- 7:00pm Call to Order  
Review and Approve Agenda; Announcements (3<sup>rd</sup> Annual Rotary Tree Lighting 12/7/14)  
(Winter Parking Ban 11/15/14 - 4/15/15)
- 7:05pm\* Public Input
- 7:10pm Mr. David Maher, Economic Development  
1. Town of Ayer CDBG Strategy Survey
- 7:15pm Public Hearing – FY15 Tax Classification  
1. Mr. Tom Hogan, Assessing Administrator and the Ayer Board of Assessors
- 7:30pm Public Hearing – Application for New License  
1. Ranu Corp. d/b/a Pauline's Variety (Beer and Wine Only)
- 7:45pm Mr. George Ramirez, MassDevelopment  
1. Update on various projects, programs, and developments at Devens
- 8:00pm Mr. Mark Wetzel, DPW Superintendent  
1. Appointment of DPW Wastewater Collection System Operator  
2. Sludge Hauling Contract – Wall Trucking, Inc.
- 8:15pm New Business/Selectmen's Questions  
1. JBOS Update (Selectman Luca)  
2. Lighting and Energy Upgrades (Selectman Hillman)
- 8:25pm Approval of Meeting Minutes  
October 14, 2014; October 20, 2014
- 8:30pm\*\* Executive Session pursuant to MGL Chapter 30A, Section 21A:  
1. Exemption #1 (Officer M. Power 111F Medical Bills)  
2. Exemption #3 (Litigation Strategy) 190 West Main Street/Property Enforcement  
3. Exemption #6 (Contemplation of the Purchase of Real Estate)
- 9:00pm Adjournment

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

\*\*Note: The Ayer Board of Selectmen will adjourn at the conclusion of the Executive Session and not return into Open Session.

# 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, Director Economic and Community Development  
Alicia Hersey, Community Development Office

DATE: November 13, 2014

RE: Town of Ayer Community Development Strategy Survey

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Honorable Selectmen:

Over the past two months the offices of Economic and Community Development have been conducting a Town wide survey to help us identify our citizen's priorities for the Town's upcoming CDBG grant. To date, the office received 130 responses to the survey including many comments to a number of open questions.

The principle points of the data showed this information: 70.31 percent of all respondents felt that sidewalks and street repair were top priority for the Town, with the creation and repair of Parks and Playgrounds coming in second at 58.59 percent. The repair and rehabilitation of houses came in third at 33.59 percent.

Regarding social service projects, the number one concern was elderly self-sufficiency which came in at 57.72 percent. The concern for Domestic Violence came in at a close second at 52.03 percent. Job related Child Care and the Food Pantry came in at 49.59 and 47.15 percent respectively.

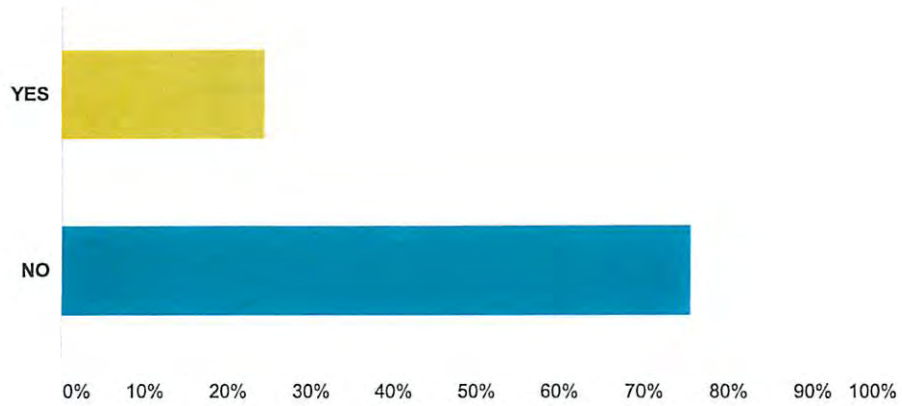
A summary of this survey is in your packet. After reviewing the survey the office will be using this information to update the Town's Community Development Strategy, which was last updated for the 2010-2011 grant.

We are currently in the process of conducting an Income Survey for both Fletcher Street and the bottom half of Pleasant Street. This process will help direct our choice of activities based on low-mod incomes which street should be targeted as a possible Infrastructure Project in the 2015 Grant Application.

**Updates to the Ayer Board of Selectmen as part of the Town of Ayer's upcoming CDBG grant submission.**

### Q1 Do you own a business or building in Ayer? (If no, then proceed to question #3.)

Answered: 115 Skipped: 15



Answer Choices	Responses	
YES	24.35%	28
NO	75.65%	87
<b>Total</b>		<b>115</b>

### Q2 Business owners - how many full time and part time employees do you have?

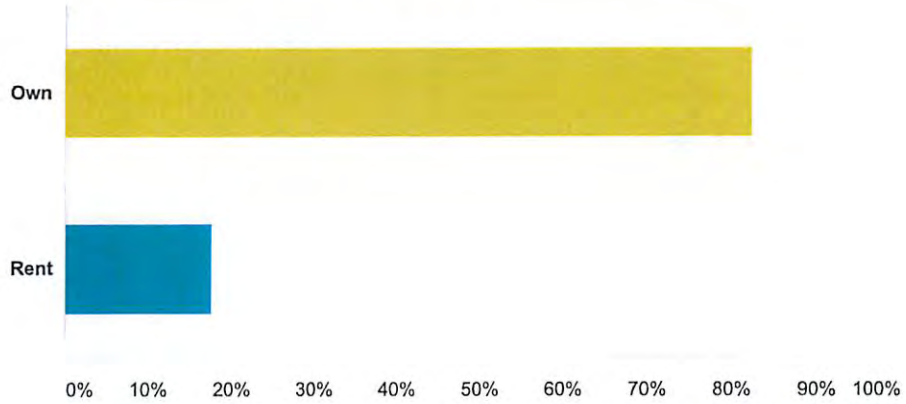
Answered: 10 Skipped: 120

Answer Choices	Responses	
Business #1	100.00%	10
Business #2	10.00%	1
Business #3	10.00%	1

#	Business #1	Date
1	3 full time, 2 part time,	10/29/2014 5:05 PM
2	1	10/28/2014 11:41 AM
3	13	10/27/2014 12:27 PM
4	2	10/16/2014 12:45 PM
5	0	10/14/2014 10:13 AM
6	3	10/11/2014 12:35 PM
7	One	10/10/2014 3:51 PM
8	Sole proprietor	9/17/2014 2:01 PM
9	1/1	9/17/2014 5:18 AM
10	30	9/16/2014 11:09 PM
#	Business #2	Date
1	1 part time	10/29/2014 5:05 PM
#	Business #3	Date
1	1 part time	10/29/2014 5:05 PM

### Q3 Do you own or rent the place where you live?

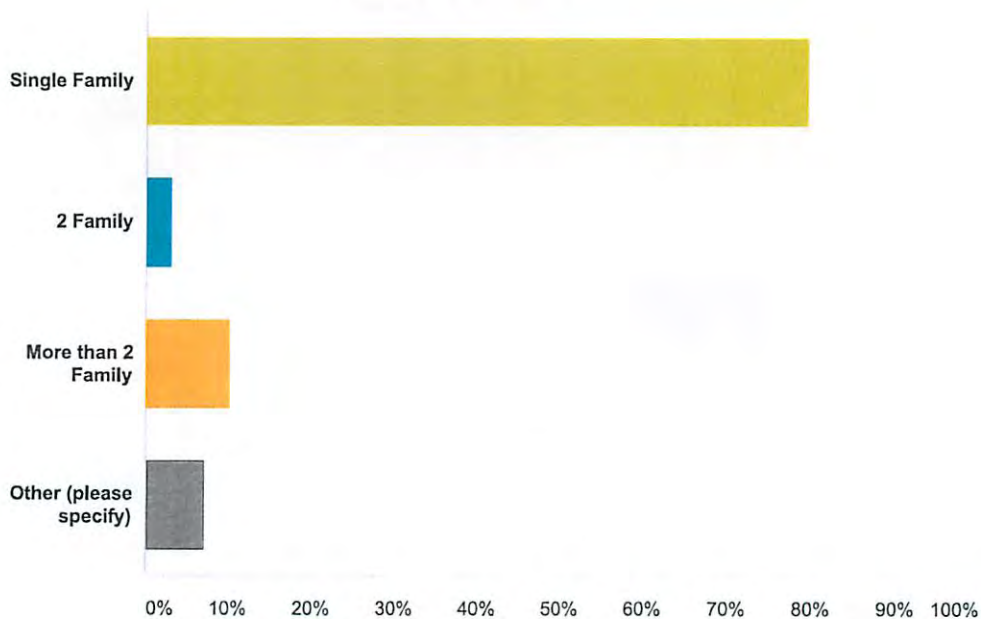
Answered: 126 Skipped: 4



Answer Choices	Responses	
Own	82.54%	104
Rent	17.46%	22
<b>Total</b>		<b>126</b>

### Q4 What type of housing to you live in?

Answered: 128 Skipped: 2

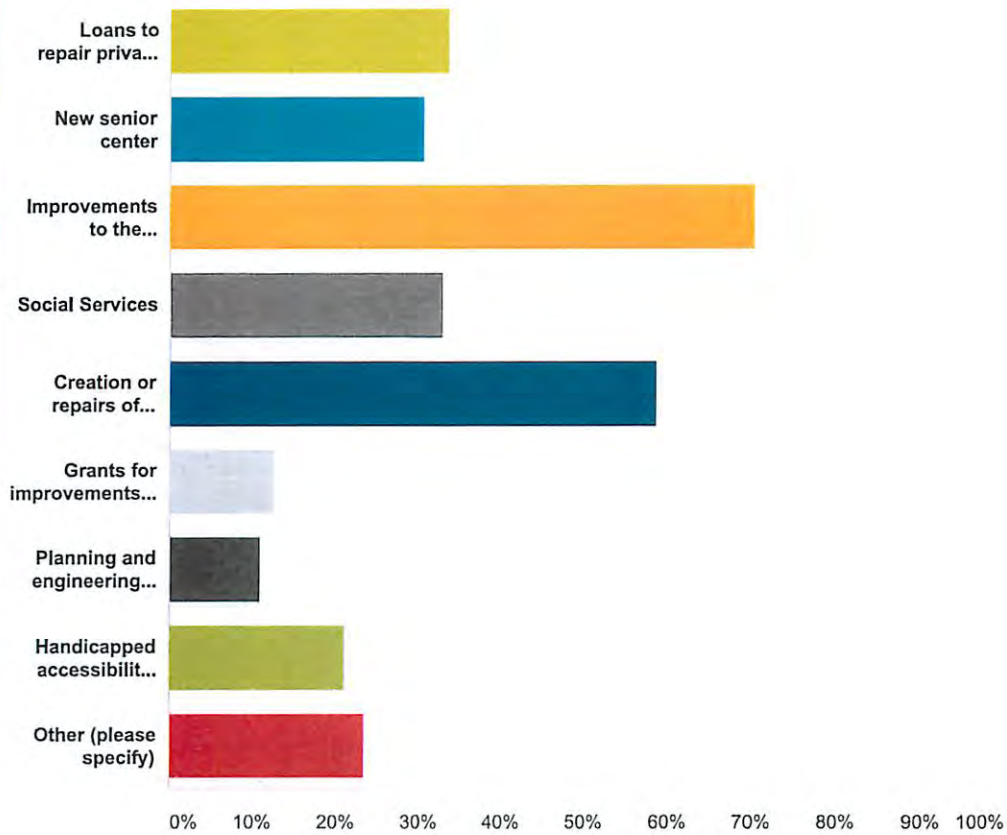


Answer Choices	Responses
Single Family	79.69% 102
2 Family	3.13% 4
More than 2 Family	10.16% 13
Other (please specify)	7.03% 9
<b>Total</b>	<b>128</b>

#	Other (please specify)	Date
1	Townhouse	11/4/2014 1:25 PM
2	Senior Housing	10/21/2014 10:28 AM
3	Condex...that is a duplex in a condominium community.	10/17/2014 4:27 PM
4	multi-unit townhouse	10/16/2014 10:02 AM
5	condo	9/17/2014 9:58 AM
6	condo	9/17/2014 9:03 AM
7	Over 55 condo (6 or 8 dwellings per building)	9/16/2014 11:19 PM
8	Apartment Building over 5 units	9/16/2014 6:28 PM
9	Apartment Complex	9/16/2014 6:17 PM

**Q5 The Community Development Block Grant program has funds available for specific activities, which are listed below. What are the top 3 activities that you would like us to consider including in the next grant application? Please indicate your priorities.**

Answered: 128 Skipped: 2



Answer Choices	Responses
Loans to repair private housing (no repayment until property is sold or transferred)	33.59% 43
New senior center	30.47% 39
Improvements to the infrastructure of a street (road repaving, sidewalk repairs, water, drainage and sewer improvements)	70.31% 90
Social Services	32.81% 42
Creation or repairs of parks and playgrounds	58.59% 75
Grants for improvements to the Sign and/or Facade of a business where the owner pays for part of the cost	12.50% 16
Planning and engineering studies	10.94% 14

Handicapped accessibility to public buildings 21.09% 27

Other (please specify) 23.44% 30

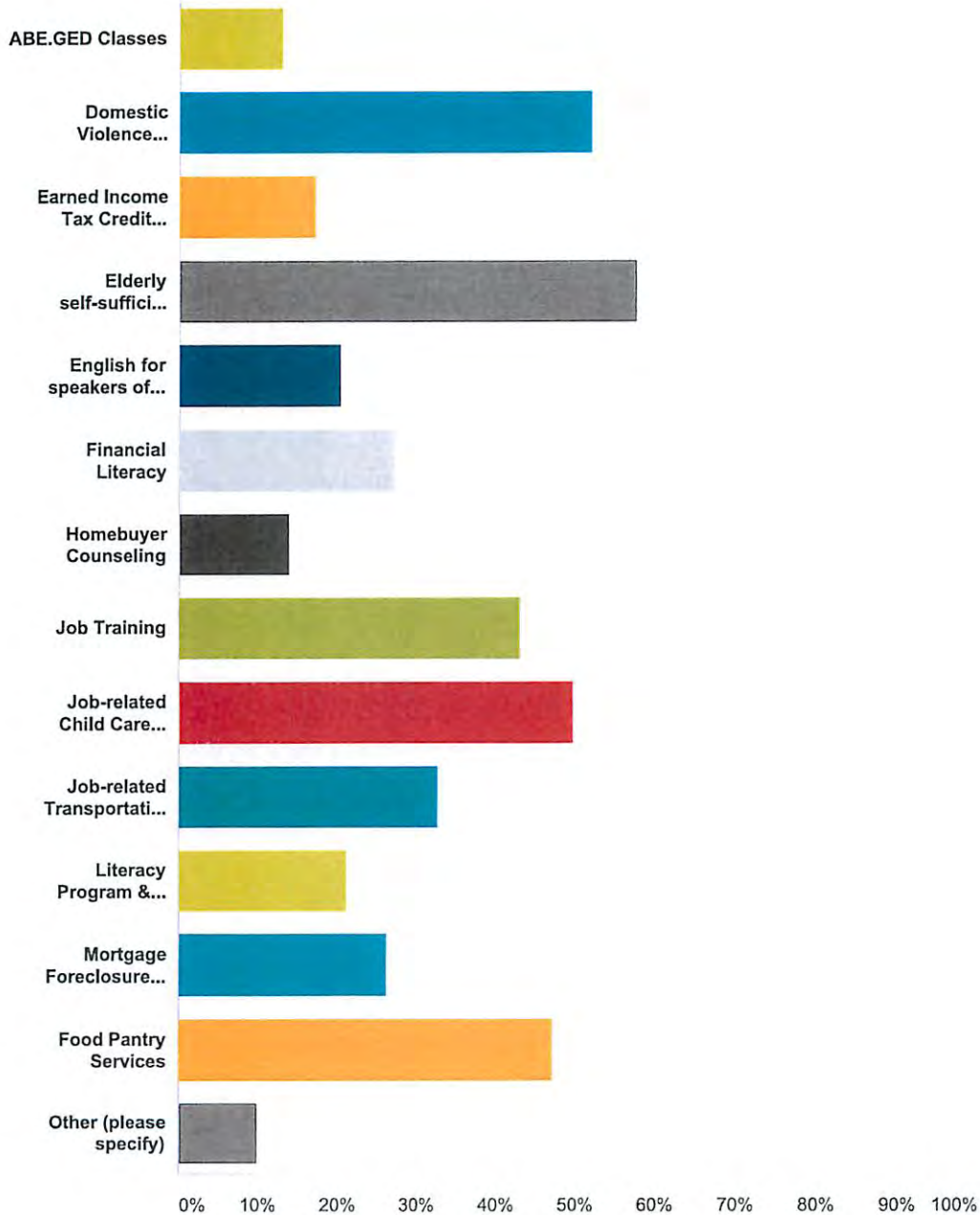
**Total Respondents: 128**

#	Other (please specify)	Date
1	Better lighting on Main St.	10/29/2014 5:05 PM
2	Improvements to water supply systems, especially on dead end streets.	10/29/2014 11:39 AM
3	Community Garden	10/29/2014 9:35 AM
4	youth center	10/28/2014 6:48 PM
5	Stop the stupid crosswalk Design!!!	10/28/2014 2:34 PM
6	Generator for Sr. Housing at 62 Pleasant St.	10/28/2014 2:06 PM
7	Purchase of open space	10/28/2014 11:41 AM
8	More over 55 housing, condominiums	10/27/2014 8:42 PM
9	Generator for Sr. Housing at 62 Pleasant St.	10/27/2014 12:01 PM
10	Sidewalks - High St., Highland Ave. at Lincoln, Nashua St. lower end, Williams St to Homes st.	10/21/2014 1:44 PM
11	New Generator @ 62 Pleasant St., Senior Housing	10/21/2014 10:28 AM
12	Generator for Sr. Housing at 62 Pleasant St.	10/21/2014 10:22 AM
13	Train depot improvement.	10/20/2014 7:08 AM
14	Rusty Water in some water lines in town.	10/17/2014 11:27 PM
15	Clean up our water ways, harvest or dredge	10/17/2014 7:58 PM
16	center with group activities	10/15/2014 10:09 PM
17	Teen Center	10/15/2014 4:26 PM
18	Improvement of railroad station and surrounding area	10/15/2014 3:54 PM
19	restore Historic Buildings	10/14/2014 10:32 AM
20	subsidy or loan improve energy efficiencies for both private homes and businesses	10/12/2014 9:21 AM
21	First priority: additional sports fields/town track	10/10/2014 3:51 PM
22	Replace trees & old fencing across from bank & town hall - replace with decorative fencing	10/1/2014 12:16 PM
23	Upgrade of the fields at the high school	9/18/2014 8:35 AM
24	buy land & bldgs between Forest St and Tannery St. and land south of it for commuter parking; construct bridge over intervening freight yard track to train station, if necessary; and otherwise create safe pedestrian access from south to station	9/17/2014 10:17 PM
25	Crime rate reduction (see Boston Globe "Your Communities" for poor relative ranking	9/16/2014 11:19 PM
26	Dog park and it's maintenance; curb appeal to downtown to draw in more business and restaurants	9/16/2014 11:17 PM
27	school complex athletic and recreational facility improvements.	9/16/2014 9:35 PM
28	A program to address the large number of vacant and bank owned properties and the impacts they are having on the neighborhood.	9/16/2014 8:39 PM
29	Rehab support for hazardous materials - ex: asbestos shingles on yellow main st house still flapping in the breeze	9/16/2014 7:31 PM
30	Stopping the ridiculously LOUND train whistles	9/16/2014 6:25 PM



**Q6 One of the activities that we are considering is social services. What are the top 5 priorities for social service activities that you would like to see us consider for this year's application? Please indicate your priorities below.**

Answered: 123 Skipped: 7



Answer Choices	Responses
ABE.GED Classes	13.01% 16

Domestic Violence Prevention	52.03%	64
Earned Income Tax Credit Counseling & Preparation	17.07%	21
Elderly self-sufficiency provided by the Senior Center	57.72%	71
English for speakers of other languages	20.33%	25
Financial Literacy	26.83%	33
Homebuyer Counseling	13.82%	17
Job Training	43.09%	53
Job-related Child Care Assistance	49.59%	61
Job-related Transportation Assistance	32.52%	40
Literacy Program & Training	21.14%	26
Mortgage Foreclosure Prevention	26.02%	32
Food Pantry Services	47.15%	58
Other (please specify)	9.76%	12
<b>Total Respondents: 123</b>		

#	Other (please specify)	Date
1	no new social services	10/30/2014 6:16 AM
2	Return of the Citizens Police Academy	10/28/2014 2:12 PM
3	Tax credits for senior citizens home owners	10/27/2014 8:42 PM
4	More programs offered at the Senior Center, similar to programs offered by Shirley and Groton. Home project assistance through the Senior Center.	10/23/2014 11:32 AM
5	someplace where seniors that need it can get free lawyer help for things like making a will, or any legal type things.	10/16/2014 8:48 AM
6	More Mental Health and Substance abuse services	10/15/2014 5:57 PM
7	Alcohol and drug recovery programs	10/15/2014 3:54 PM
8	those most likely in need of these services are those least likely to have the ability to respond to this survey..	10/12/2014 9:21 AM
9	temporary housing and meals for homeless, esp in cold weather	9/17/2014 10:17 PM
10	Returning veterans support	9/16/2014 11:19 PM
11	Alcohol/drug counseling	9/16/2014 11:17 PM
12	Help regarding negotiating choices under the affordable care act	9/16/2014 9:22 PM

### Q7 What Social Service provider would you suggest?

Answered: 21 Skipped: 109

Answer Choices	Responses	
Provider for Priority #1	100.00%	21
Provider for Priority #2	66.67%	14
Provider for Priority #3	61.90%	13
Provider for Priority #4	38.10%	8
Provider for Priority #5	33.33%	7

#	Provider for Priority #1	Date
1	Professional Tax Preparer	11/12/2014 10:18 AM
2	Loaves & Fishes	11/4/2014 11:47 AM
3	Social Worker	11/4/2014 11:16 AM
4	really donot know	10/31/2014 9:07 PM
5	none	10/30/2014 6:16 AM
6	School Dept.	10/28/2014 2:34 PM
7	housing for over 55	10/27/2014 9:28 PM
8	High School	10/22/2014 3:26 PM
9	Parenting classes should be required for all single parents.	10/18/2014 4:36 PM
10	Advocates Community Counseling	10/15/2014 5:57 PM
11	Nashoba Associated Boards of Health - Nursery & Home Health Care	10/15/2014 11:58 AM
12	See if Verizon would wire for Fios at elderly housing.	10/14/2014 11:22 AM
13	more transportation for Elderly to other locations outside of Town.	10/14/2014 11:16 AM
14	Police/ Lawyers (Court Officials)	10/14/2014 10:52 AM
15	Loaves & Fishes support	10/12/2014 9:21 AM
16	Don't Know	10/11/2014 12:35 PM
17	Advocates	10/9/2014 4:26 PM
18	?	9/17/2014 10:17 PM
19	Loaves and Fishes	9/16/2014 11:19 PM
20	Private LICSW consultant	9/16/2014 9:22 PM
21	Jane doe inc.	9/16/2014 7:04 PM
#	Provider for Priority #2	Date
1	Volunteers for Seniors	11/12/2014 10:18 AM
2	really donot know	10/31/2014 9:07 PM
3	none	10/30/2014 6:16 AM

4	School Dept.	10/28/2014 2:34 PM
5	main street cross walks with sensor lights	10/27/2014 9:28 PM
6	Loaves & Fishes	10/22/2014 3:26 PM
7	Financial classes to teach budgeting and home management for all single parents.	10/18/2014 4:36 PM
8	Mass Rehab	10/15/2014 5:57 PM
9	Montachusett Elder Services	10/15/2014 11:58 AM
10	MART/ Town Services with NVMC Emerson etc.	10/14/2014 10:52 AM
11	Job training through cooperative program with Shriver Center or Ayer-Shirley public schools	10/12/2014 9:21 AM
12	?	9/17/2014 10:17 PM
13	Council on Aging	9/16/2014 11:19 PM
14	Nashoba nursing services	9/16/2014 9:22 PM
<b>#</b>	<b>Provider for Priority #3</b>	<b>Date</b>
1	Volunteers for all ages	11/12/2014 10:18 AM
2	really donot know	10/31/2014 9:07 PM
3	none	10/30/2014 6:16 AM
4	Council on Aging	10/28/2014 2:34 PM
5	better lights on main street	10/27/2014 9:28 PM
6	Shuttle Service	10/22/2014 3:26 PM
7	Counseling for anyone in need that doesn't have the insurance to pay for one.	10/18/2014 4:36 PM
8	Probation Dept.	10/15/2014 11:58 AM
9	don't know	10/14/2014 10:52 AM
10	Literacy training at library	10/12/2014 9:21 AM
11	?	9/17/2014 10:17 PM
12	Revitalized Veteran's Agent	9/16/2014 11:19 PM
13	SHINE initiative	9/16/2014 9:22 PM
<b>#</b>	<b>Provider for Priority #4</b>	<b>Date</b>
1	really donot know	10/31/2014 9:07 PM
2	none	10/30/2014 6:16 AM
3	School Dept.	10/28/2014 2:34 PM
4	real estate taxes adjusted for seniors over 65	10/27/2014 9:28 PM
5	Housing for the homeless and very low income people.	10/18/2014 4:36 PM
6	Montachusets COA	10/14/2014 10:52 AM
7	?	9/17/2014 10:17 PM
8	Mints guest Home Care	9/16/2014 9:22 PM
<b>#</b>	<b>Provider for Priority #5</b>	<b>Date</b>
1	really donot know	10/31/2014 9:07 PM
2	none	10/30/2014 6:16 AM
3	Loaves and Fishes	10/28/2014 2:34 PM

4	better control of traffic speed on rotary	10/27/2014 9:28 PM
5	Expanded Loaves & Fishes	10/14/2014 10:52 AM
6	?	9/17/2014 10:17 PM
7	Loaves and Fishes	9/16/2014 9:22 PM

**Q8 One of the activities could be public infrastructure improvements, such as streets, sidewalks, sewer and water lines. What are the top 5 streets that you would like us to consider?**

Answered: 76 Skipped: 54

Answer Choices	Responses	
Street - Priority #1	100.00%	76
Street - Priority #2	77.63%	59
Street - Priority #3	63.16%	48
Street - Priority #4	39.47%	30
Street - Priority #5	28.95%	22

#	Street - Priority #1	Date
1	Continue the work beyond Pond St.	11/10/2014 12:15 PM
2	Rt. 2A/Rt. 110 Littleton Road	11/4/2014 1:25 PM
3	Around Pond St. area - Continuation	11/3/2014 12:24 PM
4	D.P.W. knows this much better than I do	10/31/2014 9:07 PM
5	redo sidewalks on Groton Harvard rd they are unsafe	10/30/2014 6:16 AM
6	main St. lighting	10/29/2014 5:05 PM
7	Wright Road	10/29/2014 11:39 AM
8	Pearl	10/29/2014 9:35 AM
9	Hedgeway St.	10/29/2014 7:58 AM
10	Streets	10/28/2014 6:05 PM
11	Harvard Road to Frederick Ct.	10/28/2014 2:34 PM
12	Groton Rd. (off Park St.)	10/28/2014 2:12 PM
13	Pleasant St.	10/28/2014 2:06 PM
14	Fletcher St	10/28/2014 11:41 AM
15	central avenue	10/27/2014 9:28 PM
16	Cross walk between Wendys and Gervais intersection	10/27/2014 8:42 PM
17	Main Street sidewalks	10/27/2014 12:01 PM
18	East Main Street	10/22/2014 3:26 PM
19	Washington Street	10/21/2014 10:28 AM
20	Plasant Street to Main Street	10/21/2014 10:22 AM
21	Depot Square	10/20/2014 7:08 AM
22	Groton Shirley Rd by the RR tracks	10/18/2014 4:36 PM
23	wright rd water	10/17/2014 11:27 PM

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24	pavement	10/17/2014 7:58 PM
25	Willow Rd/Littleton Rd intersection	10/16/2014 10:02 AM
26	east main	10/16/2014 8:48 AM
27	sandy pond road _ sidewalk	10/15/2014 10:09 PM
28	Main street	10/15/2014 9:54 PM
29	Westford Rd.	10/15/2014 5:57 PM
30	Main Street	10/15/2014 5:08 PM
31	Fletcher Street	10/15/2014 4:26 PM
32	East Main Street	10/15/2014 4:04 PM
33	West main st	10/15/2014 3:54 PM
34	Groton / Harvard Road	10/15/2014 11:58 AM
35	Fletcher Street sidewalks	10/14/2014 11:22 AM
36	Repave Main St.	10/14/2014 11:16 AM
37	Park St. (Main St. to Shirley Line)	10/14/2014 10:52 AM
38	East Main Street	10/14/2014 10:13 AM
39	access from Jackson St. to Pleasant St. Park	10/14/2014 10:02 AM
40	Sidewalk Groton Sreet - From Washington to Park Street	10/13/2014 8:59 AM
41	Water quality improvement -address high Mn levels more evenly throughout town	10/12/2014 9:21 AM
42	Main Street	10/11/2014 2:03 PM
43	Sidewalks on Main St. Water Puddles in front of business.	10/11/2014 12:35 PM
44	Lawton	10/10/2014 3:51 PM
45	Highland	10/9/2014 4:26 PM
46	West main st	10/7/2014 9:15 PM
47	pleasant	10/4/2014 7:06 PM
48	East Main St	10/1/2014 12:16 PM
49	Groton-Harvard between Central & E Main, including sidewalks	9/17/2014 10:17 PM
50	Harvard Road sidewalk	9/17/2014 8:19 PM
51	Sandy pond road	9/17/2014 5:47 PM
52	Park St.	9/17/2014 4:45 PM
53	Fletcher st	9/17/2014 2:01 PM
54	Calvin Street [it is a mess]	9/17/2014 10:13 AM
55	Lower Pleasant St. sidewalk repairs	9/17/2014 8:34 AM
56	All streets	9/17/2014 7:01 AM
57	Washington St	9/17/2014 4:35 AM
58	Central Ave.	9/16/2014 11:29 PM
59	West Main Street	9/16/2014 11:17 PM
60	Washington Street, bike and ped school access improved	9/16/2014 10:48 PM
61	Pleasant	9/16/2014 9:35 PM

# Ayer Community Development Strategy

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62	Main Street	9/16/2014 9:22 PM
63	Shirley St bridge repair	9/16/2014 8:39 PM
64	sedgeway	9/16/2014 8:37 PM
65	Pleasant st	9/16/2014 8:00 PM
66	Calvin Street	9/16/2014 7:50 PM
67	Main Street	9/16/2014 7:33 PM
68	Corner of Groton Harvard and Central	9/16/2014 7:31 PM
69	stop light at central and Groton school (gym)	9/16/2014 7:09 PM
70	E Main st	9/16/2014 7:04 PM
71	Main Street	9/16/2014 6:56 PM
72	Park Street	9/16/2014 6:54 PM
73	Sandy Pond Rd	9/16/2014 6:52 PM
74	Groton School Rd	9/16/2014 6:32 PM
75	Calvin	9/16/2014 6:29 PM
76	Oakridge Dr.	9/16/2014 6:23 PM
<b>#</b>	<b>Street - Priority #2</b>	<b>Date</b>
1	High St. (Access to Nashoba Park)	11/3/2014 12:24 PM
2	D.P.W. knows this much better than I do	10/31/2014 9:07 PM
3	better sidewalk sighting	10/29/2014 5:05 PM
4	Snake Hill road	10/29/2014 11:39 AM
5	Pleasant	10/29/2014 9:35 AM
6	Hedgeway St.	10/29/2014 7:58 AM
7	Sidewalks	10/28/2014 6:05 PM
8	Howard Street	10/28/2014 2:34 PM
9	Pearl St.	10/28/2014 2:12 PM
10	sandy pond road	10/27/2014 9:28 PM
11	Flashing crosswalk signs main st , post office	10/27/2014 8:42 PM
12	Park Street Road	10/27/2014 12:01 PM
13	Fletcher Street	10/22/2014 3:26 PM
14	Lower Pleasant Street	10/21/2014 10:28 AM
15	Fitchburg Road	10/20/2014 7:08 AM
16	West Main St at Devens Plaza & the parking lot there!	10/18/2014 4:36 PM
17	Pearl St water	10/17/2014 11:27 PM
18	replace lighting to led	10/17/2014 7:58 PM
19	E. Main St.	10/16/2014 10:02 AM
20	west main	10/16/2014 8:48 AM
21	central avenue	10/15/2014 10:09 PM
22	Park Street	10/15/2014 9:54 PM



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23	Main St.	10/15/2014 5:57 PM
24	East Main Street	10/15/2014 4:26 PM
25	Park Street	10/15/2014 4:04 PM
26	East main	10/15/2014 3:54 PM
27	Central Ave.	10/15/2014 11:58 AM
28	East Main Street sidewalks	10/14/2014 11:22 AM
29	Repave Groton School Rd.	10/14/2014 11:16 AM
30	Sidewalks (both sides) Park St.	10/14/2014 10:52 AM
31	Fletcher Street	10/14/2014 10:13 AM
32	Drainage down Groton St.	10/14/2014 10:02 AM
33	Sidewalk Cambridge Street - connect from Pleasant St to Pearl St and Pearl St to Groton St	10/13/2014 8:59 AM
34	Require all new developers to include sidewalks on at least one side of street, esp if it's a route to a school or commercial area	10/12/2014 9:21 AM
35	Washington Street	10/11/2014 2:03 PM
36	Pleasant	10/10/2014 3:51 PM
37	Park	10/9/2014 4:26 PM
38	Shirley st	10/7/2014 9:15 PM
39	washington	10/4/2014 7:06 PM
40	pedestrian access from E Main St to Wendy's near rotary, and cleared and sanded in winter	9/17/2014 10:17 PM
41	East Main Street sidewalk	9/17/2014 8:19 PM
42	West Main.	9/17/2014 4:45 PM
43	Third st	9/17/2014 2:01 PM
44	Route 2A shoulders	9/17/2014 10:13 AM
45	Washington St. sidewalks repaired	9/17/2014 8:34 AM
46	Williams St	9/17/2014 4:35 AM
47	school streets	9/16/2014 11:17 PM
48	Park street, bike and ped access to grocery store	9/16/2014 10:48 PM
49	Washington	9/16/2014 9:35 PM
50	Sandy Pond Road	9/16/2014 9:22 PM
51	edgeway	9/16/2014 8:37 PM
52	East main st	9/16/2014 8:00 PM
53	Central from TH to the town beach- historic trolley line	9/16/2014 7:31 PM
54	continue to improve main street	9/16/2014 7:09 PM
55	W Main st	9/16/2014 7:04 PM
56	Washington street	9/16/2014 6:56 PM
57	E Main St	9/16/2014 6:52 PM
58	Park St @ Fitchburg Rd.	9/16/2014 6:32 PM
59	Pleasant St.	9/16/2014 6:23 PM
#	<b>Street - Priority #3</b>	<b>Date</b>

1	Highland Ave. (Access to Nashoba Park)	11/3/2014 12:24 PM
2	D.P.W. knows this much better than I do	10/31/2014 9:07 PM
3	Streets off of Wright Road	10/29/2014 11:39 AM
4	Pond	10/29/2014 9:35 AM
5	Hedgeway St.	10/29/2014 7:58 AM
6	Sewers	10/28/2014 6:05 PM
7	Taft Street	10/28/2014 2:34 PM
8	Cambridge St.	10/28/2014 2:12 PM
9	groton-harvard road	10/27/2014 9:28 PM
10	Flashing yield sign at rotary from Littleton	10/27/2014 8:42 PM
11	Hannaford Parking Lot	10/27/2014 12:01 PM
12	Snake Hill Rd.	10/22/2014 3:26 PM
13	West Main Street	10/20/2014 7:08 AM
14	Park St	10/16/2014 10:02 AM
15	park street	10/16/2014 8:48 AM
16	jackson street area	10/15/2014 10:09 PM
17	Washington Street	10/15/2014 9:54 PM
18	Sandy Pond Rd.	10/15/2014 5:57 PM
19	Oak Ridge Drive	10/15/2014 4:26 PM
20	washington st	10/15/2014 4:04 PM
21	Tannery st	10/15/2014 3:54 PM
22	Devenscrest	10/15/2014 11:58 AM
23	Parking Garage, needed badley if downtown is going to grow.	10/14/2014 11:16 AM
24	Traffic Signals at approaches to Fire Station, Main St. East & West, and Park St.	10/14/2014 10:52 AM
25	Washington Street	10/14/2014 10:13 AM
26	Paving Old Groton Rd.	10/14/2014 10:02 AM
27	improve parks & recreation facilities	10/12/2014 9:21 AM
28	Sandy Pond Road	10/11/2014 2:03 PM
29	Fletcher	10/10/2014 3:51 PM
30	West Main	10/9/2014 4:26 PM
31	Park st	10/7/2014 9:15 PM
32	nashua	10/4/2014 7:06 PM
33	pedestrian access to all streets around the rotary	9/17/2014 10:17 PM
34	Groton Harvard Road by E. Main intersection	9/17/2014 8:19 PM
35	Central St.	9/17/2014 4:45 PM
36	Maple st	9/17/2014 2:01 PM
37	Rusted water mains to Oak Ridge and Pine Ridge Drives	9/17/2014 10:13 AM

# Ayer Community Development Strategy

SurveyMonkey

38	Grove street	9/16/2014 11:17 PM
39	Main Street bike improvements and sidewalk to connect to Shirley's along front St	9/16/2014 10:48 PM
40	East Main	9/16/2014 9:35 PM
41	Washington Street	9/16/2014 9:22 PM
42	ledgeway	9/16/2014 8:37 PM
43	Central ave	9/16/2014 8:00 PM
44	Improve area around hanaford	9/16/2014 7:09 PM
45	Central ave	9/16/2014 7:04 PM
46	Central ave	9/16/2014 6:56 PM
47	Harvard Rd	9/16/2014 6:52 PM
48	Fitchburg Rd/sidewalk	9/16/2014 6:32 PM
#	<b>Street - Priority #4</b>	<b>Date</b>
1	Pearl St.	11/3/2014 12:24 PM
2	D.P.W. knows this much better than I do	10/31/2014 9:07 PM
3	High	10/29/2014 9:35 AM
4	Hedgeway St.	10/29/2014 7:58 AM
5	Water	10/28/2014 6:05 PM
6	Sandy Pond Road Railroad Crossing	10/28/2014 2:34 PM
7	Washington Ct.	10/28/2014 2:12 PM
8	Coolidge Raod	10/15/2014 9:54 PM
9	Central Ave	10/15/2014 4:26 PM
10	Central Ave	10/15/2014 4:04 PM
11	Groton Harvard Rd.	10/14/2014 10:13 AM
12	Central Ave.	10/11/2014 2:03 PM
13	West	10/10/2014 3:51 PM
14	Central	10/9/2014 4:26 PM
15	Grove st	10/7/2014 9:15 PM
16	cambridge	10/4/2014 7:06 PM
17	replace/ level sidewalk from Medicine Shop west to RR overpass	9/17/2014 10:17 PM
18	Park Street	9/17/2014 8:19 PM
19	Sandy Pond Rd.	9/17/2014 4:45 PM
20	Pine at	9/17/2014 2:01 PM
21	Pave Groton Street [between Washington and Pleasant]	9/17/2014 10:13 AM
22	Bligh st	9/16/2014 11:17 PM
23	Sandy Pond Road/Central Ave/Willow St, bike and ped improvements	9/16/2014 10:48 PM
24	Main	9/16/2014 9:35 PM
25	The Rail Trail	9/16/2014 9:22 PM
26	hedgeway	9/16/2014 8:37 PM

# Ayer Community Development Strategy

SurveyMonkey

27	West st	9/16/2014 8:00 PM
28	Bligh st	9/16/2014 7:04 PM
29	Westford road	9/16/2014 6:56 PM
30	Central Ave	9/16/2014 6:52 PM
#	<b>Street - Priority #5</b>	<b>Date</b>
1	Pleasant Street	11/3/2014 12:24 PM
2	D.P.W. knows this much better than I do	10/31/2014 9:07 PM
3	Highland	10/29/2014 9:35 AM
4	Hedgeway St.	10/29/2014 7:58 AM
5	Pleasant street	10/15/2014 9:54 PM
6	School Street	10/15/2014 4:26 PM
7	west Main street	10/15/2014 4:04 PM
8	Pleasant Street	10/14/2014 10:13 AM
9	Park Street	10/11/2014 2:03 PM
10	Columbia	10/10/2014 3:51 PM
11	Pleasant	10/9/2014 4:26 PM
12	Groton school st	10/7/2014 9:15 PM
13	central	10/4/2014 7:06 PM
14	continuous plowed sidewalk from Hannaford's to Main St	9/17/2014 10:17 PM
15	Pond st	9/17/2014 2:01 PM
16	Willow Road	9/17/2014 10:13 AM
17	Faulkner/east main st	9/16/2014 11:17 PM
18	Park	9/16/2014 9:35 PM
19	wright	9/16/2014 8:37 PM
20	West main	9/16/2014 8:00 PM
21	Sandy Pond Rd	9/16/2014 7:04 PM
22	By the dump	9/16/2014 6:56 PM

## Q9 How have the projects that have been funded by the Community Development Block helped our Community?

Answered: 45 Skipped: 85

#	Responses	Date
1	Unaware of any.	11/12/2014 10:18 AM
2	Pond St. road and sidewalks are beautiful and were in great need for repairs once they got into the project. I hope that they continue in this "old section" of town that has not been done in years and finish this area before jumping to another area.	11/10/2014 12:15 PM
3	Roads	11/4/2014 11:16 AM
4	no	10/30/2014 6:16 AM
5	no idea	10/29/2014 5:05 PM
6	A myriad of community benefits	10/29/2014 11:39 AM
7	We have grown	10/29/2014 9:35 AM
8	yes	10/29/2014 7:58 AM
9	Upgrade housing for those of modest means. The rest is incidental in my opinion.	10/28/2014 2:34 PM
10	Downtown development & community events makes Main St look great & builds a sense of community. Drug court makes a lot of sense!	10/28/2014 11:41 AM
11	no comment	10/27/2014 9:28 PM
12	Good Question / No Idea	10/22/2014 3:26 PM
13	Sidewalks and paving on Pond St., Pocket Park at Pleasant Street	10/21/2014 10:28 AM
14	Makes the town more appealing	10/17/2014 7:58 PM
15	they have helped a lot of homeowners to have work done to their house that they could not afford to do.	10/16/2014 8:48 AM
16	What are the projects they have funded? Should have provided a list-here.	10/15/2014 9:54 PM
17	Unsure	10/15/2014 5:57 PM
18	less crime and keeping kids active	10/15/2014 4:26 PM
19	It made downtown look a little nicer	10/15/2014 3:54 PM
20	Property Improvement	10/15/2014 11:58 AM
21	Better street and walkways on Pond St. It has been excellent.	10/14/2014 11:22 AM
22	Improvement of Pond St. (Main St. to AHA)	10/14/2014 10:52 AM
23	Homowner Assistance & Public Works Infrastructure	10/14/2014 10:36 AM
24	Improved housing for Low & Moderate income families, created a sign and facade program to enhance business facades in our National Historic District, improved water and sewer services and rehabilitated and "saved" Historic structures.	10/14/2014 10:13 AM
25	Don't know which projects were funded this way.	10/14/2014 10:02 AM
26	don't know	10/12/2014 9:21 AM
27	Sign and facade and housing improvements contribute to community desirability economic growth, and community pride.	10/11/2014 2:03 PM
28	Don't Know	10/11/2014 12:35 PM

Ayer Community Development Strategy

SurveyMonkey

29	I don't know. I didn't know this program existed.	10/10/2014 3:51 PM
30	Main at facades look great	10/9/2014 4:26 PM
31	Better water to homes sewer line working	10/7/2014 9:15 PM
32	(recent new resident...Don't know...)	9/17/2014 10:17 PM
33	Not sure.	9/17/2014 8:19 PM
34	Main St. Business sign upgrades improved Ayer's appearance!	9/17/2014 8:34 AM
35	Unknown	9/17/2014 7:01 AM
36	Business signs look good	9/16/2014 11:17 PM
37	Business facade improvements, home improvements	9/16/2014 10:48 PM
38	No idea	9/16/2014 9:35 PM
39	Made it safer	9/16/2014 9:22 PM
40	Our house was originally fixed up and deleased using CDBG Funds under the prior owner.	9/16/2014 8:39 PM
41	yes	9/16/2014 8:37 PM
42	I don't know of any projects	9/16/2014 8:00 PM
43	I don't know	9/16/2014 7:53 PM
44	yes	9/16/2014 7:09 PM
45	I am not aware	9/16/2014 6:56 PM

## Q10 Do you have any other comments, questions, or concerns?

Answered: 43 Skipped: 87

#	Responses	Date
1	Volunteer & Financial help for Seniors living in their own home. (Snow clearing - walks, driveways, roofs when necessary, sanding walks & driveways. Spring yard clean-up, mowing, bush trimming, yard maintenance, exterior window washing.	11/12/2014 10:18 AM
2	To continue the work beyond the Pond St. infrastructure improvements. As we were told that this was the "Game Plan" for the future.	11/10/2014 12:15 PM
3	The projects that have uplifted the look of downtown have been very beautiful	11/4/2014 1:25 PM
4	Moved here after Devens closed so it has been up and down for downtown area, would be nice to get it all fixed up and looking good - inviting.	11/3/2014 12:24 PM
5	this is boobdogle for the rich business owners	10/30/2014 6:16 AM
6	Thank you	10/29/2014 9:35 AM
7	thank you for taking the time. all of the suggested uses of the money are good ideas. We formerly ran a service business from Ayer. It is somewhat business-friendly.	10/29/2014 7:58 AM
8	My #1 concern in Ayer is the high rate of housing development - more open space is needed to maintain the rural/residential character of the town. We should also try to lure other types of ethnic restaurants to town (Indian, Mexican or Thai) - too much pizza/fast food.	10/28/2014 11:41 AM
9	improve the safety on main street to be able to cross the street without being run down because of speed and poor lighting.	10/27/2014 9:28 PM
10	Ayer needs to stop allowing so many houses to be built, its taking away from the small town feel that Ayer has to offer.	10/27/2014 12:27 PM
11	Generator for Pleasant St. School	10/27/2014 12:01 PM
12	Sidewalks	10/21/2014 1:44 PM
13	west main and park street need to be worked on as far as appearance.they are not very eye appealing when driving down them,one of the things the town needs to work on is to work harder on getting better businesses in town so that we can do our shopping here...	10/16/2014 8:48 AM
14	Downtown has undergone a significant improvement over the last two years. It would be encouraging to hear how business owners are doing. If they are profitable, it is good for all of us. We have enjoyed having "walking distance" restaurants. I am discouraged to see a "smoke shop" opened in Deven's Plaza.	10/15/2014 9:54 PM
15	I am concerned about the overall poor quality of education in Ayer. I have removed my child from the Ayer Public School after myself (and MANY of my neighbors) have had horrible experiences in the elementary school and lack of leadership. Why SO MANY new superintendents? It says there is something no one wants to try to fix. I tried for 3 years to work with the school, and I am so satisfied with school of choice - but I wish my tax dollars were IN Ayer.	10/15/2014 5:57 PM
16	The downtown needs a facelift....trees have all outgrown the planting beds and the brick work needs work. The chain link fencing throughout our entire downtown looks terrible!!!	10/15/2014 4:04 PM
17	The train station area really needs attention. People coming through our town see that every day and it doesn't leave a good impression	10/15/2014 3:54 PM
18	We need to confront the Prescription Drug abuse problems.	10/15/2014 11:58 AM
19	Enlarge the existing senior center. (To build a new one would be difficult for a lot of us to get to.) Elevator for Senior's to Senior Center.	10/14/2014 11:16 AM
20	Transportation Assistance for dialysis patients, other health problems to hospital / place of treatment. Traffic Signal at Park St. and Main St. Improvement of Parking Facilities & Parking on Main St.	10/14/2014 10:52 AM

21	I don't have much knowledge to feel qualified to respond to a number of these questions, but it's a good start!	10/12/2014 9:21 AM
22	No	10/11/2014 2:03 PM
23	No Parking Garage in Downtown Ayer	10/11/2014 12:35 PM
24	The rapid building of residential housing is encroaching on green space that could be used for the community if it were properly designed.	10/10/2014 3:51 PM
25	Energy efficiency is a priority	10/9/2014 4:26 PM
26	Did the pond survey take place? I thought volunteers were to be enlisted for sampling and/or testing, but didn't hear of a call for help. Having done that type of work and living on a pond, I would have considered volunteering.	9/17/2014 10:17 PM
27	Sandy pond road needs a sidewalk from the old schoolhouse to the town beach!!	9/17/2014 5:47 PM
28	The private residence improvement grants need to be monitored more closely than they have been in the past.	9/17/2014 2:01 PM
29	Returning Veterans have been through unimaginable stress, mind and value crippling multiple deployments, traumatic injuries, etc., yet the Nation seems to cast them aside as spent commodities. That's just dead wrong and delayed and substandard services MUST stop. They gave for us, and now we owe them.	9/16/2014 11:19 PM
30	I suggest we make the train station surrounding area look more appealing. It attracts a less than desirable crowd and I think a part of that could be because it looks like a dump	9/16/2014 11:17 PM
31	I would like to see conservation land or a park within walking distance of every home in Ayer.	9/16/2014 10:48 PM
32	Thank you for soliciting input from the public.	9/16/2014 9:35 PM
33	Wish the rail trail was more handicap accessible!	9/16/2014 9:22 PM
34	Water lines are very old and in serious need of help. Once you smell the sulfur in the water you know it tastes worse than it smells.	9/16/2014 8:37 PM
35	Please make the park a safe place where I want to bring my children. I live in walking distance of the park and will drive to either Harvard or Boxboro. Do something about all the commuter parking in town!!! They bring no revenue and make residents' lives hell	9/16/2014 8:00 PM
36	Aging water pipes should be replaced.	9/16/2014 7:56 PM
37	I think that children's activities should be funded by the town for either town groups or school and possibly both! because of all the "new homes" in town, the town should have the funding.	9/16/2014 7:53 PM
38	There need to be design guidelines for these programs, which I don't think we have.	9/16/2014 7:31 PM
39	I think to really attract people to Ayer that the improvement of the local grocery store and addition of a chain drugstore should be considered. Also I am not sure what regulations are in place for rentals, but from the looks of many in town these could be more stringent	9/16/2014 7:04 PM
40	While there are several crosswalks on E Main St, only one is stroller/wheelchair accessible. Please update the crosswalks.	9/16/2014 6:52 PM
41	I think that prone park should be updated and made safer, maybe replacing wood structures with plastic, and changing the large slide to a material other than metal because it gets very hot in the summer sun. And that an addition should be made to the park tailored to families with younger children (ie: ages birth to 3) such as park equipment for toddlers. If I had to pick one of these points to be most important it would be adding the toddler section to the park.	9/16/2014 6:28 PM
42	Check typos. In Q1, if I own a home, do I consider that a "building?" That question isn't clear.	9/16/2014 6:28 PM
43	Add a burger king, taco bell, and d'angelos	9/16/2014 6:23 PM





**Board of Assessors  
Town Hall  
1 Main Street  
Ayer, Massachusetts 01432**

Tel: (978) 772-8211

Fax: (978) 772-8222

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Date: November 18, 2014  
To: Board of Selectmen  
From: Board of Assessors  
Re: Fiscal Year 2015 Tax Rate

In accordance with Massachusetts General Law Ch. 40 s. 56, the Ayer Board of Selectmen is required to hold a public hearing for the determination of the following items as to the fiscal year 2015 tax rate:

- 1. The determination of a discount factor of up to 25% for all land identified as Open Space.**
- 2. The determination of a Residential Exemption of up to 20%.**
- 3. The determination of a Small Commercial Exemption of up to 10%.**
- 4. The adoption of a Residential Factor for the purpose of determining the percentage tax burden to be borne by each class of property.**

The information that follows is submitted to the Board of Selectmen in order to assist you in understanding the impact of your vote.

The Board of Assessors shall attend the public hearing in order to assist the Selectmen as needed.

Sincerely,

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Denis J. Callahan, Chairman  
Board of Assessors



# OPEN SPACE DISCOUNT

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- **What is open space?**

- ☐ Land maintained in an open or natural condition which contributes significantly to the benefit and enjoyment of the public.

- **Exclusions:**

- ☐ Land taxable under the provisions of chapter land.
- ☐ Land under a permanent conservation restriction.
- ☐ Land held for the production of income.

- **Board of Selectmen:**

- ☐ Selectmen may discount up to 25% of the open space percentage share.



# RESIDENTIAL EXEMPTION

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- **What is a residential exemption?**

- ☐ Applied to every residential property which is the principal residence of a taxpayer.
- ☐ The exemption is subtracted from the assessed value of all eligible parcels.

- **Exclusions:**

- ☐ Accessory residential land & seasonal homes.
- ☐ Non-owner-occupied residential property.

- **Board of Selectmen:**

- ☐ Selectmen may adopt an exemption of up to 20%.



# SMALL COMMERCIAL EXEMPTION

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- **What is a small commercial exemption?**

- ☐ Designed to provide tax relief for small businesses.
- ☐ The tax burden is shifted within the C&I class.

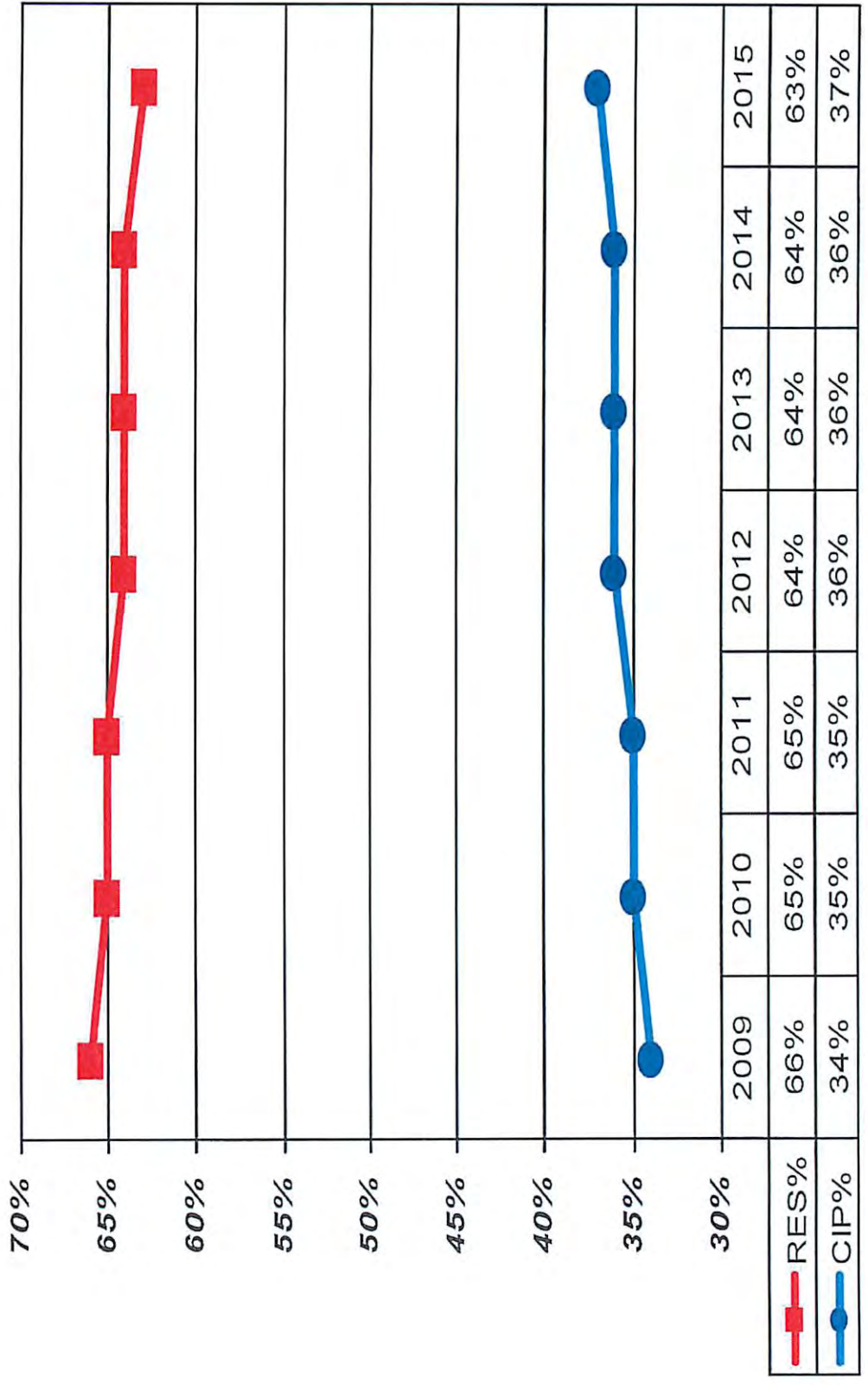
- **Qualifying Criteria:**

- ☐ Eligible properties must be included on the list provided annually to the BOA by the DLWD.
- ☐ Qualifying properties must have an assessed value of less than 1 million dollars and an average annual employment of 10 or fewer people.

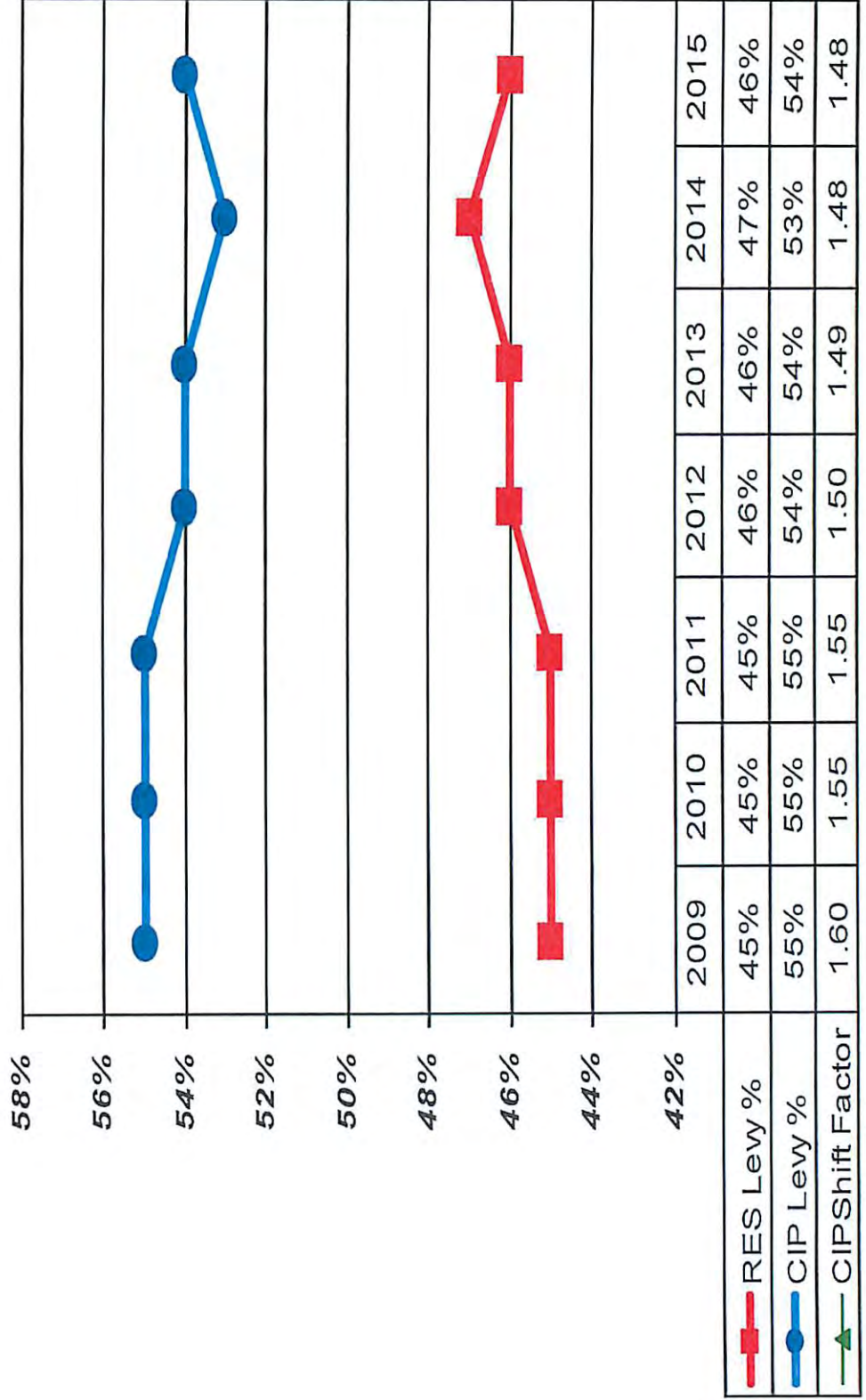
- **Board of Selectmen:**

- ☐ Selectmen may adopt an exemption of up to 10% of the value of eligible parcels.

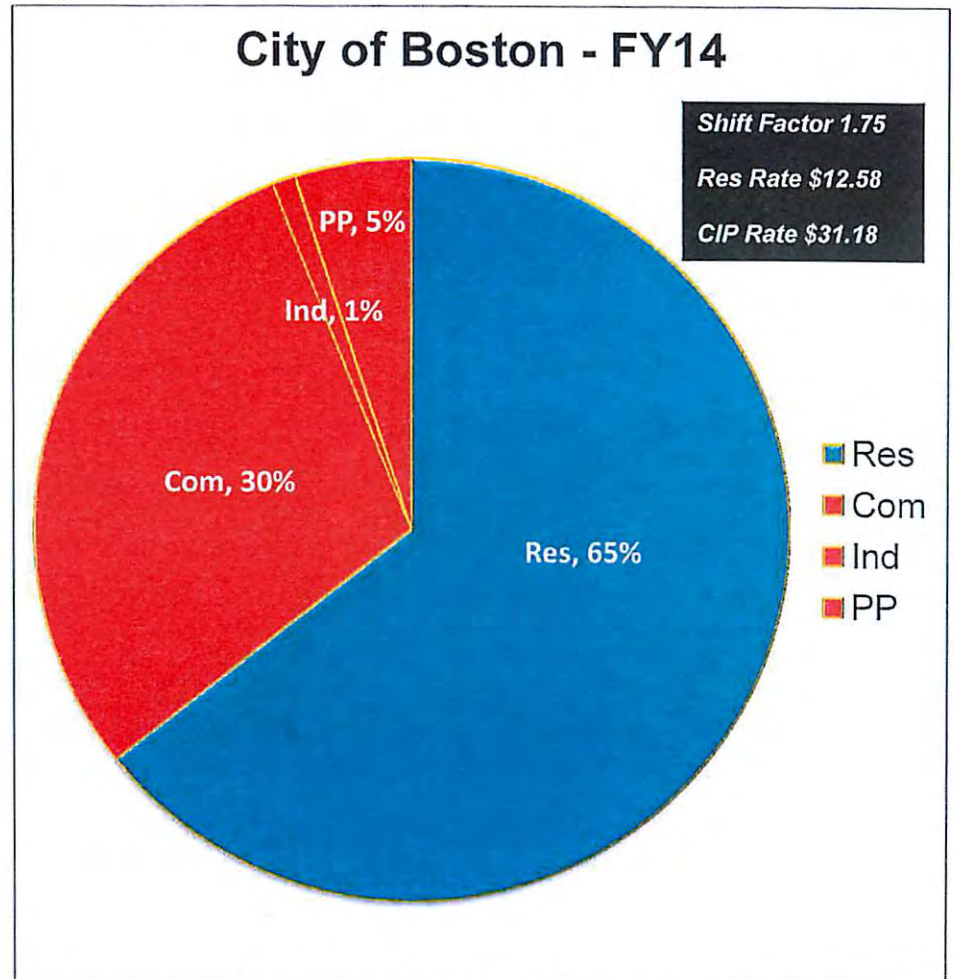
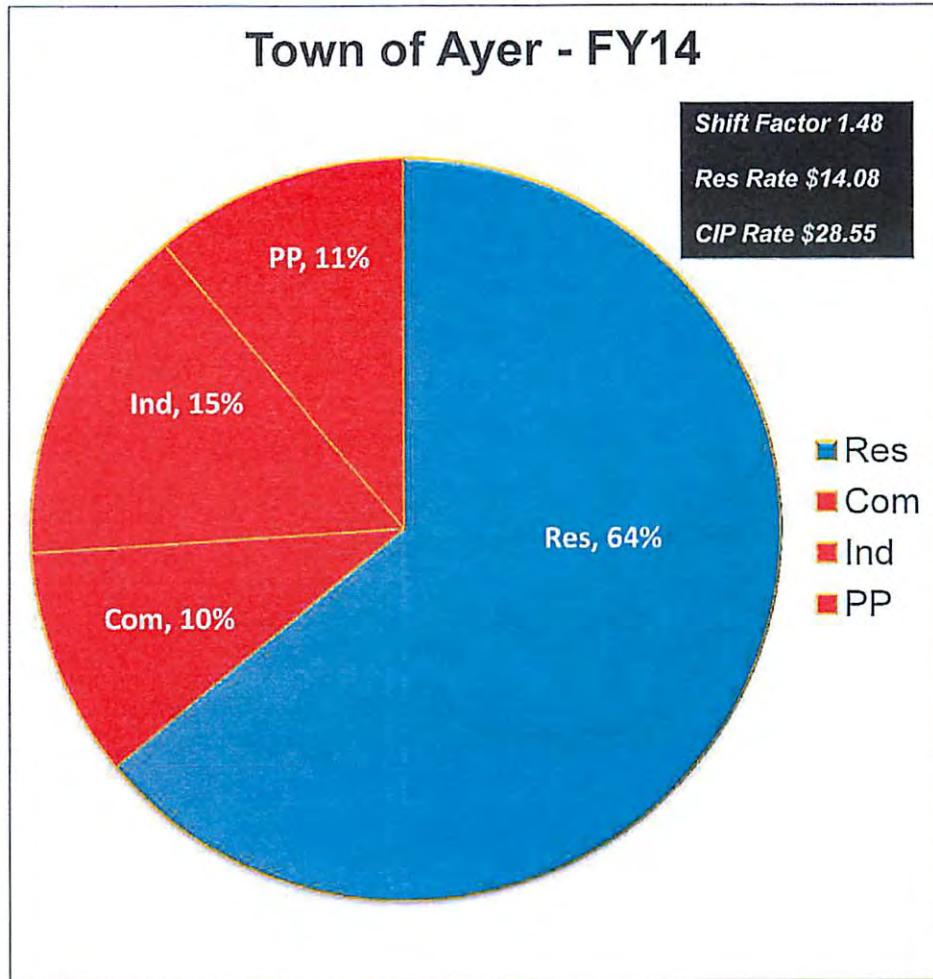
# Town of Ayer FY15 Classification Data Value Percentages 2009-2015



# Town of Ayer FY15 Classification Data Levy Percentages 2009-2015



# TOWN OF AYER FY15 CLASSIFICATION DATA Ayer/Boston Valuation Comparison



## TOWN OF AYER - FISCAL YEAR 2015 TAX RATE SUMMARY

<b>FY2015 VALUATION</b>	<u>Class</u>	<u>Valuation</u>	<u>Percent</u>	<u>%</u>	
	Residential	643,066,800	63%	63%	
	Commercial	105,074,600	10%		
	Industrial	143,047,000	14%		
	Personal	<u>124,622,000</u>	<u>12%</u>	<u>37%</u>	
	Totals:	1,015,810,400	100%	100%	
	FY2015 Total Value				1,015,810,400
	FY2014 Total Value				982,811,670
	% Change				3.4%
	Average Single Family Valuation - 2015				272,400
	Average Single Family Valuation - 2014				266,300
	% Change				2.3%
<hr/>					
<b>FY2015 TAX LEVY</b>	FY2014 Levy Limit		17,940,301		
	Increased 2.5%		448,508		
	FY15 Growth		962,975		
	FY15 Debt Exclusions		2,115,340		
	General Override		0		
	FY2015 Maximum Levy		21,467,124		
	FY2015 Tax Levy		20,572,762		
	Excess Levy Capacity		894,362		
	FY2014 Tax Levy		18,958,168		
	% Change		8.52%		
<hr/>					
<b>FY2014 HEARING VOTE</b>	<u>Class</u>	<u>Valuation</u>	<u>%</u>	<u>% of Levy</u>	<u>Tax Rate</u>
	Residential	628,963,700	64.0%	46.7%	\$14.08
	<u>C.I.P</u>	<u>353,847,970</u>	<u>36.0%</u>	<u>53.3%</u>	<u>\$28.55</u>
	Totals:	982,811,670	100%	100%	
	* Uniform Tax Rate - 2014			\$19.29	
	* CIP Shift Factor - 2014			1.48	
	* Residential Factor - 2014			0.729957	



**TOWN OF AYER  
FISCAL YEAR 2015  
ESTIMATED TAX RATES**

(A)		(B)		(C)		(D)		(E)	
CIP Shift Factor	Residential Factor	CIP Levy %	Res. Levy %	Res. Tax Rate	CIP Tax Rate	Res. Rate \$Change	CIP Rate \$Change	Avg. Res Tax Bill %Change	Avg. C&I Tax Bill %Change
1.00	1.000000	36.7%	63.3%	\$20.25	\$20.25	\$1,767	(\$6,734)	47.1%	-28.7%
1.05	0.971018	38.5%	61.5%	\$19.67	\$21.27	\$1,609	(\$5,893)	42.9%	-25.1%
1.10	0.942037	40.4%	59.6%	\$19.08	\$22.28	\$1,448	(\$5,059)	38.6%	-21.6%
1.15	0.913055	42.2%	57.8%	\$18.49	\$23.29	\$1,287	(\$4,226)	34.3%	-18.0%
1.20	0.884073	44.0%	56.0%	\$17.90	\$24.30	\$1,126	(\$3,392)	30.0%	-14.5%
1.25	0.855092	45.9%	54.1%	\$17.32	\$25.32	\$968	(\$2,551)	25.8%	-10.9%
1.30	0.826110	47.7%	52.3%	\$16.73	\$26.33	\$808	(\$1,718)	21.5%	-7.3%
1.35	0.797128	49.5%	50.5%	\$16.14	\$27.34	\$647	(\$884)	17.3%	-3.8%
1.40	0.768146	51.4%	48.6%	\$15.56	\$28.35	\$489	(\$51)	13.0%	-0.2%
1.45	0.739165	53.2%	46.8%	\$14.97	\$29.37	\$328	\$791	8.8%	3.4%
1.46	0.733368	53.6%	46.4%	\$14.85	\$29.57	\$296	\$956	7.9%	4.1%
1.47	0.727572	53.9%	46.1%	\$14.74	\$29.77	\$266	\$1,121	7.1%	4.8%
<b>1.48</b>	<b>0.721776</b>	<b>54.3%</b>	<b>45.7%</b>	<b>\$14.62</b>	<b>\$29.97</b>	<b>\$233</b>	<b>\$1,286</b>	<b>6.2%</b>	<b>5.5%</b>
1.49	0.715979	54.7%	45.3%	\$14.50	\$30.18	\$200	\$1,459	5.3%	6.2%
1.50	0.710183	55.0%	45.0%	\$14.38	\$30.38	\$168	\$1,624	4.5%	6.9%

**TOWN OF AYER  
PUBLIC HEARING  
AYER BOARD OF  
SELECTMEN**

The Ayer Board of  
Selectmen will conduct a  
Public Hearing on  
Tuesday, November 18,  
2014 at 7:30 PM in the 1st  
Floor Meeting Room of the  
Ayer Town Hall, 1 Main  
Street Ayer, MA 01432 re:  
the petition by Ranu Corp.  
d/b/a Pauline's Variety 67  
E. Main Street Ayer,  
seeking a Wine & Malt  
Beverages Only Alcohol  
License pursuant to  
Chapter 138 of the General  
Laws, as amended.  
Christopher R. Hillman,  
Chairman  
Jannice L. Livingston,  
Vice-Chairman  
Gary J. Luca, Clerk  
AYER BOARD OF  
SELECTMEN

November 7, 2014



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

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

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

LICENSEE NAME

ADDRESS

CITY/TOWN  STATE  ZIP CODE

**TRANSACTION TYPE (Please check all relevant transactions):**

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit       | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Transfer of License        |
| <input type="checkbox"/> Change Corporate Name           | <input type="checkbox"/> Issuance of Stock              | <input type="checkbox"/> New Stockholder      | <input type="checkbox"/> Transfer of Stock          |
| <input type="checkbox"/> Change of License Type          | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock      | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location              | <input type="checkbox"/> More than (3) §15              | <input type="checkbox"/> Pledge of License    | <input type="checkbox"/> 6-Day to 7-Day License     |
| <input type="checkbox"/> Change of Manager               | <input checked="" type="checkbox"/> New License         | <input type="checkbox"/> Seasonal to Annual   |   |
| <input type="checkbox"/> Other <input type="text"/>      |   |   |   |

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**

**RECEIVED**

OCT 30 2014

TOWN OF AYER  
 SELECTMEN'S OFFICE  
 10:40  
 am

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

AYER

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual) RANU CORP.

B. Business Name (if different) : PAULINE'S VARIETY

C. Manager of Record: DASHRATH PATEL

D. ABCC License Number (for existing licenses only) :

E. Address of Licensed Premises: 67 E. MAIN STREET

City/Town: AYER

State: MA

Zip: 01432

F. Business Phone: 978 772 0307

G. Cell Phone: 978 235 1966

H. Email: PATELDEXON@YAHOO.COM

I. Website:

J. Mailing address (if different from E.):

City/Town:

State:

Zip:

2. TRANSACTION:

- New License
- New Officer/Director
- Transfer of Stock
- Issuance of Stock
- Pledge of Stock
- Transfer of License
- New Stockholder
- Management/Operating Agreement
- Pledge of License

The following transactions must be processed as new licenses:

- Seasonal to Annual
- (6) Day to (7)-Day License
- Wine & Malt to All Alcohol

IMPORTANT ATTACHMENTS (1): The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

3. TYPE OF LICENSE:

- \$12 Restaurant
- \$12 Hotel
- \$12 Club
- \$12 Veterans Club
- \$12 General On-Premises
- \$12 Tavern (No Sundays)
- \$15 Package Store

4. LICENSE CATEGORY:

- All Alcoholic Beverages
- Wine & Malt Beverages Only
- Wine or Malt Only
- Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

- Annual
- Seasonal

**6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)**

NAME: ROY W. PASTOR, ESQUIRE  
ADDRESS: 44 EAST MAIN STREET  
CITY/TOWN: AYER STATE: MA ZIP CODE: 01432  
CONTACT PHONE NUMBER: 978 772 0011 FAX NUMBER: 978 772 9902  
EMAIL: [REDACTED]

**7. DESCRIPTION OF PREMISES:**

Please provide a complete description of the premises to be licensed. Please note that this must be identical to the description on the Form 43.

SEE ATTACHED EXHIBIT A

Total Square Footage: 1500 Number of Entrances: 1 Number of Exits: 1  
Occupancy Number: Seating Capacity: NONE

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

**8. OCCUPANCY OF PREMISES:**

By what right does the applicant have possession and/or legal occupancy of the premises? Final Lease

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

Other: [REDACTED]

Landlord is a(n): LLC Other: [REDACTED]

Name: RANU & RUSHI REALTY LLC Phone: [REDACTED]

Address: [REDACTED] City/Town: AYER State: MA Zip: 01432

Initial Lease Term: Beginning Date 10/01/2013 Ending Date 09/29/2018

Renewal Term: AUTOMATIC Options/Extensions at: FIVE Years Each

Rent: \$36,000.00 Per Year Rent: \$3,000.00 Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?  
Yes  No

IMPORTANT ATTACHMENTS( 4):

- 1. If yes, the Landlord is deemed a person or entity with a financial or beneficial interest in this license. Each individual with an ownership interest with the Landlord must be disclosed in §10 and must submit a completed Personal Information Form attached to this application.
- 2. Entity formation documents for the Landlord entity must accompany the application to confirm the individuals disclosed.
- 3. If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

[REDACTED]

[REDACTED]

[REDACTED]

**9. LICENSE STRUCTURE:**

The Applicant is a(n):

Other :

If the applicant is a Corporation or LLC, complete the following:

Date of Incorporation/Organization:

State of Incorporation/Organization:

Is the Corporation publicly traded? Yes  No

**10. INTERESTS IN THIS LICENSE:**

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license (e.g. landlord with a percentage rent based on alcohol sales).

**IMPORTANT ATTACHMENTS (5):**

A. All individuals or entities listed below are required to complete a Personal Information Form.

B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form.

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
DASHRATH PATEL	PRES., TR., SEC., DIRECTOR	100%	

\*If additional space is needed, please use last page.

**11. EXISTING INTEREST IN OTHER LICENSES:**

Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes  No  If yes, list said interest below:

Name	License Type	Licensee Name & Address
DASHRATH M. PATEL	<input type="text" value="\$15 Package Store"/>	AMAR JYOIT CORPORATION, 419 MAIN STREET, WAREHAM, MA
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	

\*If additional space is needed, please use last page.

**12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:**

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes  No  If yes, list said interest below:

Name	Licensee Name & Address	Date	Reason Terminated
			Please Select
			Please Select
			Please Select

**13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:**

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled? Yes  No  If yes, list said interest below:

Date	License	Reason of Suspension, Revocation or Cancellation

**14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :**

**A.) For Individual(s):**

1. Are you a U.S. Citizen? Yes  No

2. Are you a Massachusetts Residents? Yes  No

**B.) For Corporation(s) and LLC(s) :**

1. Are all Directors/LLC Managers U.S. Citizens? Yes  No

2. Are a majority of Directors/LLC Managers Massachusetts Residents? Yes  No

3. Is the License Manager or Principal Representative a U.S. Citizen?

**C.) Shareholder(s), Member(s), Director(s) and Officer(s):**

1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes  No

**15. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR (§12) RESTAURANT, HOTEL, CLUB, GENERAL ON PREMISE, TAVERN, VETERANS CLUB LICENSE ONLY:**

**A.) For Individual(s):**

1. Are you a U.S. Citizen? Yes  No

**B.) For Corporation(s) and LLC(s) :**

1. Are a majority of Directors/LLC Managers **NOT** U.S. Citizen(s)? Yes  No

2. Is the License Manager or Principal Representative a U.S. Citizen? Yes  No

**C.) Shareholder(s), Member(s), Director(s) and Officer(s):**

1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes  No



**16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:**

A. Purchase Price for Real Property:	\$0.00
B. Purchase Price for Business Assets:	\$0.00
C. Costs of Renovations/Construction:	\$0.00
D. Initial Start-Up Costs:	\$0.00
E. Purchase Price for Inventory:	\$10,000.00
F. Other: (Specify)	\$0.00
<b>G: TOTAL COST</b>	<b>\$10,000.00</b>
<b>H. TOTAL CASH</b>	<b>\$10,000.00</b>
<b>I. TOTAL AMOUNT FINANCED</b>	<b>\$0.00</b>

**IMPORTANT ATTACHMENTS (6):** Submit any and all records, documents and affidavits including loan agreements that explain the source(s) of money for this transaction. Sources of cash must include a minimum of three (3) months of bank statements.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

**17. PROVIDE A DETAILED EXPLANATION OF THE FORM(S) AND SOURCE(S) OF FUNDING FOR THE COSTS IDENTIFIED ABOVE (INCLUDE LOANS, MORTGAGES, LINES OF CREDIT, NOTES, PERSONAL FUNDS, GIFTS):**

PERSONAL FUNDS HELD IN RANU CORP'S BUSINESS ACCOUNT AT I.C. FEDERAL CREDIT UNION.

\*If additional space is needed, please use last page.

**18. LIST EACH LENDER AND LOAN AMOUNT(S) FROM WHICH "TOTAL AMOUNT FINANCED" NOTED IN SUB-SECTIONS 16(I) WILL DERIVE:**

A.

Name	Dollar Amount	Type of Financing
NONE		

\*If additional space is needed, please use last page.

B. Does any individual or entity listed in §19 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes  No

If yes, please describe:

**19. PLEDGE: (i.e. COLLATERAL FOR A LOAN)**

A.) Is the applicant seeking approval to pledge the license?  Yes  No

1. If yes, to whom:

2. Amount of Loan:  3. Interest Rate:  4. Length of Note:

5. Terms of Loan :

B.) If a corporation, is the applicant seeking approval to pledge any of the corporate stock?  Yes  No

1. If yes, to whom:

2. Number of Shares:

C.) Is the applicant pledging the inventory?  Yes  No

If yes, to whom:

**IMPORTANT ATTACHMENTS (7):** If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

**20. CONSTRUCTION OF PREMISES:**

Are the premises being remodeled, redecorated or constructed in any way? If YES, please provide a description of the work being performed on the premises:  Yes  No

21. ANTICIPATED OPENING DATE:

**IF ALL OF THE INFORMATION AND  
ATTACHMENTS ARE NOT COMPLETE  
THE APPLICATION WILL BE  
RETURNED**

**APPLICANT'S STATEMENT**

I, DASHRATHBHAI M. PATEL the  sole proprietor;  partner;  corporate principal;  LLC/LLP member

of RANU CORP., hereby submit this application for RETAIL ALCOHOLIC BEVERAGE LICENSE (hereinafter the

"Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature:

Dm Patel

Date:

10/24/14

Title:

PRESIDENT



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**PERSONAL INFORMATION FORM**

Each individual listed in Section 10 of this application must complete this form.

**1. LICENSEE INFORMATION:**

A. Legal Name of Licensee	RANU CORP.	B. Business Name (dba)	PAULINE'S VARIETY
C. Address	67 E. MAIN STREET	D. ABCC License Number (If existing licensee)	
E. City/Town	AYER	State	MA Zip Code 01432
F. Phone Number of Premise	978 772 0307	G. EIN of License	

**2. PERSONAL INFORMATION:**

A. Individual Name	DASHRATHBHAI PATEL (A/K/A DASHRATH PATEL)	B. Home Phone Number	[REDACTED]
C. Address	18 LOON HILL ROAD		
D. City/Town	AYER	State	MA Zip Code 01432
E. Social Security Number	[REDACTED]	F. Date of Birth	[REDACTED]
G. Place of Employment	RANU CORP.		

**3. BACKGROUND INFORMATION:**

Have you ever been convicted of a state, federal or military crime? Yes  No

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

**4. FINANCIAL INTEREST:**

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

OWNER

**IMPORTANT ATTACHMENTS (8):** For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.

\*If additional space is needed, please use the last page

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature Dr. Patel Date 10/24/14  
 Title PRESIDENT (If Corporation/LLC Representative)

[REDACTED]

[REDACTED]

[REDACTED]



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**MANAGER APPLICATION**

All proposed managers are required to complete a Personal Information Form, and attach a copy of the corporate vote authorizing this action and appointing a manager.

**1. LICENSEE INFORMATION:**

Legal Name of Licensee:  Business Name (dba):

Address:

City/Town:  State:  Zip Code:

ABCC License Number:  (If existing licensee) Phone Number of Premise:

**2. MANAGER INFORMATION:**

A. Name:  B. Cell Phone Number:

C. List the number of hours per week you will spend on the licensed premises:

**3. CITIZENSHIP INFORMATION:**

A. Are you a U.S. Citizen: Yes  No  B. Date of Naturalization:  C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

**4. BACKGROUND INFORMATION:**

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes  No

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes  No

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes  No

If yes, please describe:

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature  Date



**Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street, First Floor  
Boston, MA 02114**

**STEVEN GROSSMAN  
TREASURER AND RECEIVER GENERAL**

**CORI REQUEST FORM**

**KIM S. GAINSBORO, ESQ.  
CHAIRMAN**

The Alcoholic Beverages Control Commission has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information. For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	RANU CORP	CITY/TOWN:	AYER
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**APPLICANT INFORMATION**

LAST NAME:	PATEL	FIRST NAME:	DASHRATHBHAI	MIDDLE NAME:	MATHURDAS
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	SARSAV, INDIA		
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	PATEL	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	[REDACTED]	WEIGHT:	[REDACTED]
EYE COLOR:	BROWN				
CURRENT ADDRESS:	[REDACTED]				
CITY/TOWN:	AYER	STATE:	MA	ZIP:	01432
FORMER ADDRESS:					
CITY/TOWN:		STATE:		ZIP:	

**PRINT AND SIGN**

PRINTED NAME:	DASHRATHBHAI M. PATEL	APPLICANT/EMPLOYEE SIGNATURE:	<i>Dm Patel</i>
---------------	-----------------------	-------------------------------	-----------------

**NOTARY INFORMATION**

On this 24<sup>th</sup> day of Oct before me, the undersigned notary public, personally appeared DASHRATHBHAI M. PATEL  
2014  
 (name of document signer), proved to me through satisfactory evidence of identification, which were DRIVER'S LICENSE  
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

*Lisa Ramos*  
 NOTARY

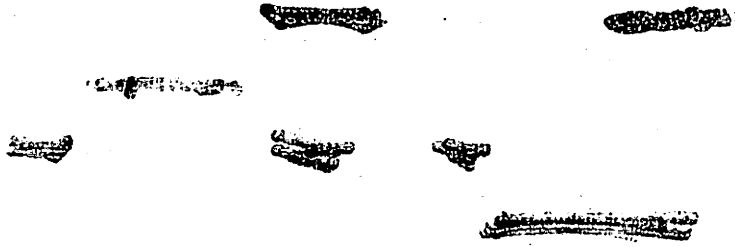
**DIVISION USE ONLY**

REQUESTED BY:	
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 660-4634.



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





**D**

# The Commonwealth of Massachusetts

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

## ARTICLES OF ORGANIZATION (General Laws, Chapter 156B)

Examiner

Name  
Approved

### ARTICLE I

The exact name of the corporation is:

RANU CORP.

### ARTICLE II

The purpose of the corporation is to engage in the following business activities:

- (A) To engage in the business of operating, investing, and maintaining convenience stores and related activities needed for such a business.
- (B) To carry on any business or other activity which may lawfully be carried on by a corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts, whether or not related to those referred to in the preceding paragraph.

99357048

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**ARTICLE III**

State the total number of shares and par value, if any, of each class of stock which the corporation is authorized to issue.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:	200,000	Common:	-0-	
Preferred:		Preferred:		

**ARTICLE IV**

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

TYPE	DESCRIPTION	NUMBER OF SHARES	PAR VALUE
Common:	Not Applicable		
Preferred:			

**ARTICLE V**

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

	None
--	------

**ARTICLE VI**

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

None

**ARTICLE VII**

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

**JANUARY 1, 2000**

**ARTICLE VIII**

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a. The street address (*post office boxes are not acceptable*) of the principal office of the corporation in Massachusetts is:

67 E. Main Street, Ayer, MA 01432

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	Dashrath Patel	7 Frances Ave., Apt. # 711, Mansfield, MA 02048	Same
Treasurer:	Dinesh Patel	Same as above	Same
Clerk:	Anjana Patel	Same as above	Same
Directors:	Dashrath Patel	Same as above	Same
	Dinesh Patel	Same as above	Same
	Anjana Patel	Same as above	Same

c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of: **December**

d. The name and business address of the resident agent, if any, of the corporation is:

**ARTICLE IX**

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are clearly typed or printed beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 22<sup>nd</sup> day of December, 19 99.

D. Patel  
Dinesh Patel - Treasurer

Note: If an existing corporation is acting as incorporator, this is the name of the corporation.

#293

685501

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

(General Laws, Chapter 156B)

I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 200.00 having been paid, said articles are deemed to have been filed with me this 23<sup>rd</sup> day of DECEMBER 19 99.

Effective date: January 1, 2000

*William Francis Galvin*

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

SECRETARY OF THE  
COMMONWEALTH  
99 DEC 23 PM 12:00  
CORPORATION DIVISION

**FILING FEE:** One tenth of one percent of the total authorized capital stock, but not less than \$200.00. For the purpose of filing, shares of stock with a par value less than \$1.00, or no par stock, shall be deemed to have a par value of \$1.00 per share.

TO BE FILLED IN BY CORPORATION

Photocopy of document to be sent to:

C. V. Shah P.C. CPA

128 Wheeler Road

Burlington, MA 01803

(781) 229-7796

Telephone: \_\_\_\_\_



Signed by DASHRATH PATEL , its PRESIDENT  
on this 16 Day of October, 2014

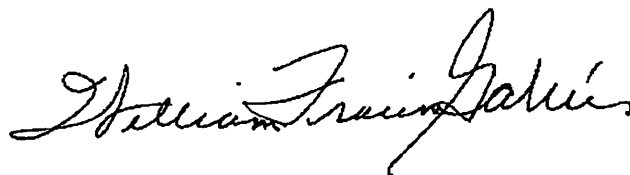
© 2001 - 2014 Commonwealth of Massachusetts  
All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

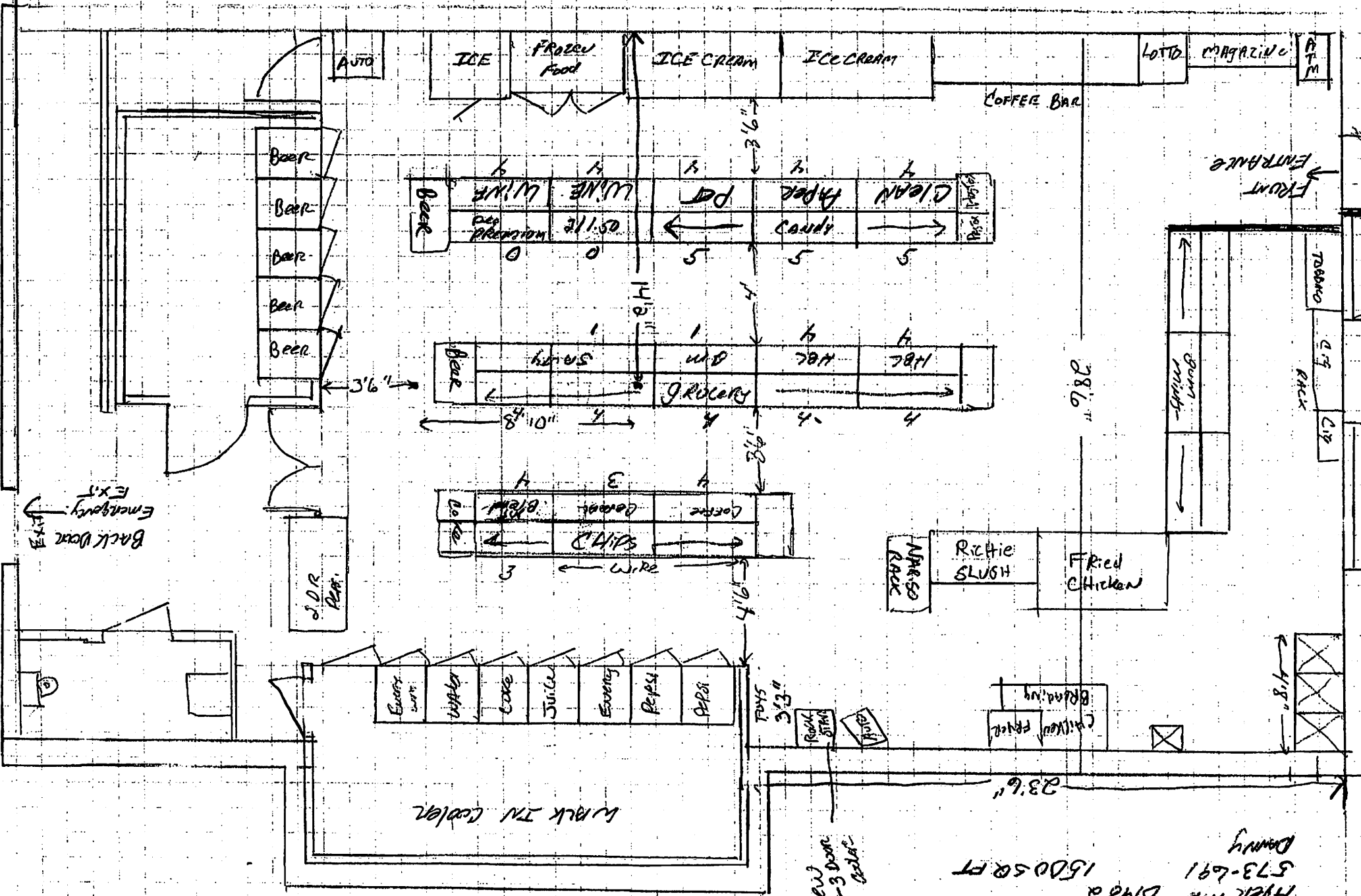
deemed to have been filed with me on:

October 16, 2014 10:09 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large initial "W" and "G".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

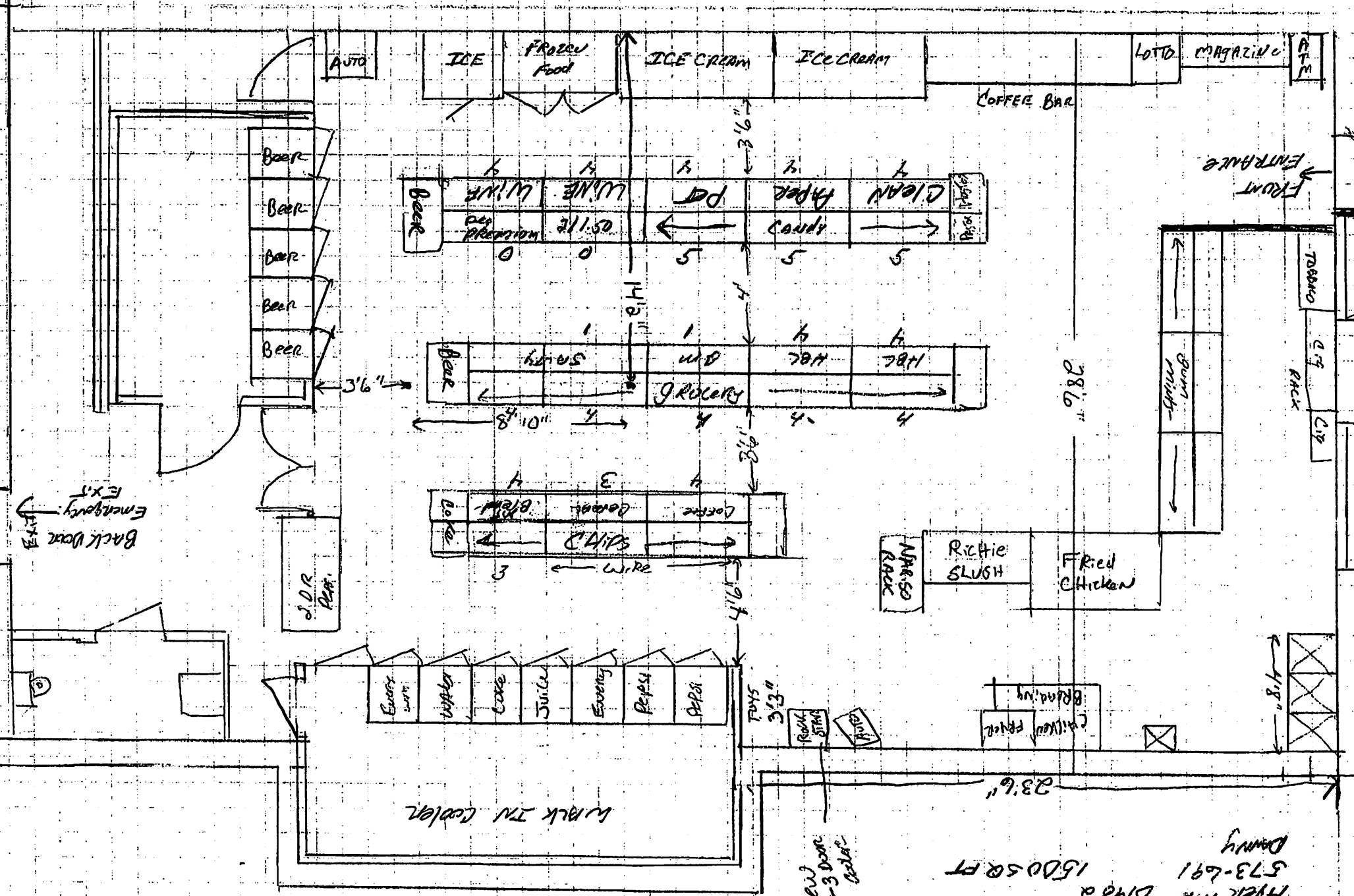


Paul's Variety  
 67 EAST MAIN ST  
 RYER MA DIVER  
 573-691  
 DANNY  
 1500 SQ FT  
 Scale  
 1 BLOCK = 1" = 1/2 CM

New door  
 2-3 door  
 2-3 door

Back Door  
 Emergency Exit

FRONT ENTRANCE







No. 32 018 013

ORDER IN CASE OF

NATURALIZATION

Personal description of holder  
as of date of naturalization:

CIS Registration No. A096554478

Date of birth: FEBRUARY 01, 1968

I certify that the description given is true, and that the photograph affixed  
hereto is a likeness of me.

Sex: MALE

Height: 5 feet 7 inches

*D. Patel*  
(Complete and true signature of holder)

Marital status: MARRIED

Country of former nationality:

INDIA

Be it known that, pursuant to an application filed with the Secretary of  
Homeland Security

at: MANCHESTER, NEW HAMPSHIRE

The Secretary having found that:

DASHRATHBHAI MATHURDAS PATEL

then residing in the United States, intends to reside in the United States when so  
required by the Naturalization Laws of the United States, and had in all other  
respects complied with the applicable provisions of such naturalization laws and  
was entitled to be admitted to citizenship, such person having taken the oath of  
allegiance in a ceremony conducted by the

U.S. CITIZENSHIP AND IMMIGRATION SERVICES

at: ATKINSON, NEW HAMPSHIRE

on: JAN 29 2009

that such person is admitted as a citizen of the United States of America

*M. A. C.* 058

Director, U. S. Citizenship and Immigration Services



IT IS PUNISHABLE BY U. S. LAW TO COPY,  
PRINT OR PHOTOGRAPH THIS CERTIFICATE,  
WITHOUT LAWFUL AUTHORITY.

COBY

COBY

COBY

COBY

COBY

COBY

**MASSACHUSETTS**

REGISTRAR Rachel Kaprielian

**DRIVER'S LICENSE**

**COPY**

02-01-1983

EXPIRES [REDACTED]

CLASS RESTRICTIONS [REDACTED]

**D**

**PATEL**

**DASHRATHBHAI M**

**AYER, MA**

**01432**

*Dash Patel*

**SOCIAL SECURITY**

**COPY**

THIS NUMBER HAS BEEN ESTABLISHED FOR

**DASHRATHBHAI M PATEL**

*Dash Patel*

SIGNATURE **04/26/2010**

COBY



COBY



**RANU CORP.**  
**CERTIFICATE OF VOTE**

BE IT KNOWN, that I, Dashrath Patel, being the duly elected incumbent Clerk of Ranu Corp., 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 23<sup>rd</sup> day of October, 2014 at the offices of the corporation located at 67 East 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 expand the sales of the corporate business known as Pauline's Variety by adding beer and wine to the inventory.

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

**VOTED:** To apply for an alcoholic beverages license through the Town of Ayer, naming Dashrathbhai Patel (a/k/a Dashrath Patel) as Manager.

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

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

I further certify that Dashrath Patel, is the incumbent President of the Corporation at the date hereof.

Date: 10/23/14

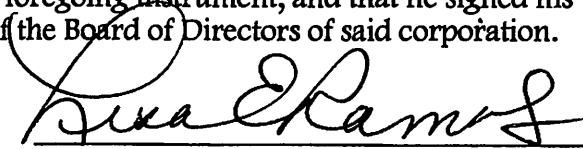
ATTEST:

  
\_\_\_\_\_  
Dashrath Patel, CLERK  
Ranu Corp.

**Commonwealth of Massachusetts**

Middlesex, ss.

On this 23<sup>rd</sup> day of October, 2014, before me personally came Dashrath Patel, to me known, who being by me duly sworn, did depose and say that he is the Clerk of Ranu Corp., 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.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: 2/13/2015

# General Commercial Lease

THIS INDENTURE of LEASE, made as of this 1<sup>st</sup> day of October, 2013, by and between RANU & RUSHI REALTY, LLC, a limited liability company organized under the laws of the State of Massachusetts, having its principal office at 18 Loon Hill Road, Ayer, MA, hereinafter called the Landlord, and RANU CORP. of 67 East Main Street, Ayer, MA, hereinafter called the Tenant, and

**COPY**

WITNESSETH:

## Demise, Term and Rent

1. The Landlord leases to the Tenant and Tenant hires from Landlord the building known as 67 East Main Street, Ayer, MA, for the term of fourteen (14) years from the 1<sup>st</sup> day of October, 2013 to the 29<sup>th</sup> day of September, 2026, at an annual rental of Thirty Six Thousand and no/100 (\$36,000.00) Dollars, payable at the office of the Landlord in the Town of Ayer, in equal monthly installments of Three Thousand and no/100 (\$3,000.00) Dollars, in advance, on the first day of each month, the first payment to be made on the 1<sup>st</sup> day of October 2013.

(a) Tenant shall have the appurtenant rights to use the walkways, sidewalks and driveways necessary for access to the building and the parking area to be for the use in common with the Tenants of the buildings and their employees and business invitees.

## Tenant's Covenants

2. The Tenant agrees and covenants:

(a) [Pay Rent.] To pay the said rent, in the form of all expense payments, at the times and in the manner aforesaid.

(b) [Pay Taxes.] To pay all general taxes which shall be assessed and levied upon the premises during the said term as they shall fall due.

(c) [Insure Against Fire-Loss of Rents.] During the said term to insure and keep insured in the name of the Landlord the said building from loss or damage by fire in at least the sum of \$500,000.00 (and also insure and keep insured the Landlord against loss of rents hereunder resulting from fire in at least the additional sum of \$500,000.00 in insurance companies to be approved by the Landlord, and that he will pay all the premiums necessary for those purposes within ten (10) days after the same shall become due, and will promptly deliver to the Landlord the policies of insurance and the receipts for such premiums: Provided, that if the Tenant shall at any time fail to insure or keep insured as aforesaid, the Landlord may do all things necessary to effect or maintain such insurance, and any moneys expended by him for that purpose shall be repayable by the Tenant on demand, and may be recovered as rent in arrears.

Tenant shall maintain with respect to the Premises and the Lot, comprehensive public liability insurance and property damage insurance in limits as follows 1,000,000.00 Dollars in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the Landlord as well as Tenant against injury to persons or damage

COPY

to property as provided. Tenant shall deposit with Landlord certificates for such insurance at or prior to the commencement of the Term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that policies shall not be canceled without at least twenty (20) days prior written notice to each insured named therein.

Landlord shall keep the building and the Lot insured against loss or damage by fire and other casualty included within the broad form coverage and endorsements so called, and shall apply any proceeds therefrom to the rebuilding of same.

Tenant shall during the term of this lease, as additional rent, pay and discharge punctually, as and when same shall be due and payable the full amount of any additional insurance premiums which are or shall become assessed to the Landlord as a result of his use of the premises or his use of any equipment.

(d) [Pay Utility Rates.] To promptly pay all gas, snow plowing, telephone, water and waste water, electric light, and water rates or charges which may become payable during the continuance of this lease for gas, telephone, electric light, and water used on the premises.

(e) [Keep in Repair and Replace Glass Broken.] To keep all and singular the said building and premises, including the plumbing and heating plant and elevator, in such repair as the same are at the commencement of the said term or may be put in during the continuance thereof, reasonable wear and tear and damage by fire or other unavoidable casualty only excepted, and will promptly replace all glass thereof broken during the said term by other of the same size and quality.

(f) [Not to Injure or Overload.] Not to injure, overload, or deface or suffer to be injured, overloaded, or defaced the premises or any part thereof.

(g) [Indemnify Against Accidents and Negligence-Snow and Ice.] To save harmless and indemnify the Landlord from and against all loss, liability, or expense that may be incurred by reason of any accident with the machinery, hatchways, elevator, gas or water or other pipes, or from damage, neglect, or misadventure arising from or in any way growing out of the use, misuse, or abuse of the city water, or from the bursting of any pipes, or from any neglect in the use of the premises, or in not removing snow and ice from the sidewalks or from the roof of the building.

(h) [Not to Suffer Unlawful Use, or to Endanger Insurance.] Not to make or suffer any unlawful, improper, or offensive use of the premises, or any use or occupancy thereof contrary to any law of the state or any ordinance of the said municipality now or hereafter made, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the said building or to increase the premium thereof.

(i) [Not to Make Alterations, Place Signs, etc.] Not to make any alterations, improvements, or additions in or to the premises without the written consent of the Landlord, or suffer any holes to be made or drilled in the interior or the outside thereof, or suffer any signs to be placed upon the building except existing signs and such as the Landlord shall in writing approve; Further not to permit any mechanics' liens, or similar liens, to be placed upon the premises for the labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of the Tenant and shall cause any such lien in violation hereof



to be released of record forthwith without cost to the Landlord. Tenant may make alterations or additions to the interior of the Premises without Landlord's consent provided that such alterations or additions do not materially and adversely affect the physical structure or value of the Building or Premises. Nothing herein shall prohibit the Tenant from removing any computers, machines, trade fixtures, or equipment installed by Tenant. Additions or repairs made by Tenant which are not removed, shall become the property of the Landlord at the termination of Tenant's occupancy. No such removal may be made which might permanently alter, injure or dismantle the building and all damage caused by such removal shall be repaired by Tenant.

(j) **[Permit Landlord to Enter.]** That the Landlord at all reasonable times may enter to view the premises and to make repairs which the Landlord may see fit to make, or to show the premises to persons who may wish to lease or buy, and that during three months next preceding the expiration of the term to permit the Landlord to place and keep upon the front of the building a notice that the premises are for rent or for sale. **COPY**

(k) **[Yield up Premises.]** That at the expiration of the said term to peaceably yield up to the Landlord the premises and all erections and additions made upon the same, in good repair in all respects, reasonable use and wear and damage by fire and other unavoidable casualties excepted, as the same now are or may be put in by the Landlord.

(l) **[Property and Persons on Premises at Tenant's Risk.]** That all property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the Tenant, and that the Landlord shall not be liable to the Tenant, who shall hold Landlord harmless, or any other person for any injury, loss, or damage to property or to any person on the premises.

(m) **[Assent Not Waiver of Future Breach of Covenants.]** That no assent, express or implied, by the Landlord to any breach of any of the Tenant's covenants, shall be deemed to be a waiver of any succeeding breach of the same covenant.

(n) **[Subordination]** To, upon request, promptly execute and deliver such written instruments as shall be necessary to subordinate this Lease to all mortgages or other instruments in the nature of such mortgage or other secured party which agrees in writing with Tenant, in the event of a foreclosure or similar action, to recognize Tenant pursuant to the terms of this Lease, including without limitation, any option to extend and any option to purchase.

### **Landlord's Covenant**

3. The Landlord agrees and covenants:

(a) Tenant shall peaceably hold and enjoy the premises.

(b) Tenant shall be allowed to assign, underlet or sublet any part or all of the subject premises without further notice to Landlord.

(c) Landlord warrants and represents that Tenant's intended uses of the Premises for a variety and/or package store may be permitted as a matter of right under applicable zoning

by-laws. However, Tenant shall have the duty to check such uses before moving into said premises.

(d) Landlord warrants and represents that there are no mortgages or liens on the Premises which would affect the right of Tenant to use same.

(e) That he is lawfully seized of the Lot and the building and the Premises and has good right and lawful authority to enter into this Lease for the Term.

(f) That in case Landlord has not the right, title and authority aforesaid, Tenant, at its option may quit and surrender the Premises without liability for further rent and hold Landlord liable for any damages resulting therefrom.

(g) That Landlord shall put Tenant into actual possession of the Premises at the beginning of the Term and insure to Tenant the sole, peaceable and uninterrupted use and occupancy of the Premises during the Term, so long as Tenant pays the rent reserved under this Lease and fulfills the obligation on its part to be performed thereunder.

COPY

#### Proviso for Re-entry

4. If the Tenant or his representatives or assigns shall neglect or fail to perform and observe any covenant which on the Tenant's part is to be performed, or if his leasehold estate shall be taken on execution, or if the Tenant shall be declared bankrupt or insolvent according to law, or shall make an assignment of the benefit of his creditors, then the Landlord may, immediately or at any time thereafter, and without notice or demand, enter into and upon the premises or any part thereof, and repossess the same as of their former estate, and expel the Tenant and those claiming under him and remove their effects, forcibly, if necessary, without being taken or deemed to be guilty of any manner of trespass, and thereupon this lease shall terminate, but without prejudice to any remedies which might otherwise be used by the Landlord for arrears of rent or any breach of the Tenant's covenants.

#### Termination of Lease or Suspension of Rent in Case of Fire or Eminent Domain

5. In the event that a substantial portion of the Building and Premises shall be substantially damaged by fire or other casualty, or be taken by eminent domain, Landlord may elect to terminate this Lease. When such fire, casualty or taking or a taking of the parking spaces or access thereto renders the Premises or a portion thereof substantially unsuitable for their Tenant's use, a just and proportionate abatement of rent shall be made, and Tenant may elect to terminate the Lease, if:

(a) Landlord fails to give written notice within thirty (30) days of intention to restore the Building, Premises, parking areas and access means, as the case may be, as described in clause (b) below; or

(b) Landlord fails to restore the Building, Premises, parking areas and access means, as the case may be, to a condition suitable for Tenant's use within ninety (90) days of said fire, casualty or taking.

Landlord reserves, and Tenant grants to Landlord, all rights, any taking by eminent domain, except for damages for Tenant's fixtures, installations, property or equipment or for relocation expenses.

## Restoration

6. In the event of damage to the Building or Premises by reason of casualty or eminent domain taking, and the Lease is not terminated by Landlord as provided in Section 5, Landlord shall promptly commence work to restore the Building or Premises or in the event of an eminent domain taking, put the Building, Premises, parking areas and access means, as the case may be, in condition for Tenant's use and occupancy and complete such restoration or work with reasonable diligence and in good and workmanlike manner to substantially the same condition they were in prior to such casualty or taking.

## Notices

7. Whenever any notice, approval, consent, request or election is given or made pursuant to this lease, it shall be in writing. Communications and payments shall be addressed if to Landlord, at Landlord's Original Address or at such other address as may have been specified by prior notice to Tenant; and if to Tenant, at Tenant's Original Address, or after the Commencement Date, at the Premises, or at such other place as may have been specified by prior notice to Landlord. Any communication so addressed shall be deemed to be duly served on the third business day following the day of mailing if mailed by registered or certified mail, return receipt requested.

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## Surrender

8. Tenant shall at the expiration or other termination of this Lease remove all Tenant's goods and effects from the Premises (including without limiting the generality of the foregoing, all signs and lettering affixed or painted by Tenant within the premises or on the exterior of the building). Tenant shall deliver to Landlord the Premises and all keys and locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises by Landlord, in the same condition as they were at the commencement of the Term or as they were put during the Term, reasonable wear and tear and damage by fire and other casualty excepted. In the event of Tenant's failure to remove any of Tenant's property from the Premises, Landlord is hereby duly authorized, without liability for losses or damage thereto, and at the sole risk of the Tenant, to remove and store any of the property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to payment of any sum due hereunder.

## Definition

9. The terms "Landlord" and "Tenant" shall be deemed to include their respective heirs, executors, administrators, legal representatives, successors and assigns.

## Authority

10. The parties signing this agreement do hereby agree that they have full authority to enter said agreement.

### Governing Law and Severability

11. This Lease shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. In the event any provision of this Lease shall be determined to be invalid or unenforceable under applicable law such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise this Lease shall be construed as if such provision had never been made part hereof.

In Witness Whereof, the said parties have hereunto set their hands, the day and year first above written.

RANU & RUSHI REALTY , LLC

RANU CORP.

By: Chhaya Patel

CHHAYABEN PATEL, MANAGER

By: Dmr Patel

DASHRATHBHAI M. PATEL, PRESIDENT

**COPY**

## DEPARTMENT OF PUBLIC WORKS

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



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

## MEMORANDUM

Date: November 13, 2014  
To: Board of Selectmen  
From: Mark Wetzel, P.E., Public Works Superintendent  
Subject: **November 18 Meeting Agenda Items**

1. Recommendation for Wastewater Collection System Operator position - The Public Works Department recently posted the position of Wastewater Collection System Operator. This position was vacated when Walter Wood was appointed to the position of Assistant Highway Foreman. The Job Posting and Bidding process followed was in accordance with Article 15 of the Collective Bargaining Agreement. Internally there was only one applicant, Mr. Bryan Copeland. Bryan is currently the Transfer Station Operator. Bryan was interviewed and asked a series of questions regarding his public works experience, goals and ability to perform the tasks associated with the position. I am recommending that Bryan Copeland be appointed to the position of Wastewater Collection System Operator. Bryan has worked for the Town of Ayer DPW since January, 2013. He has 10 years of experience in public works and construction. He currently holds a Commercial Drivers License (Class B) and Hoisting License. Bryan is a team player and will improve the wastewater system operations and be a long term asset to Ayer DPW. In accordance with the Union contract, he will have a 6-month probation period.
2. Sludge Hauling Contract Execution - Attached is the Contract with Wall Trucking Inc to provide sludge hauling and disposal for the wastewater treatment plant through June 30, 2015. For execution by the Board.

**TOWN OF AYER**

**DEPARTMENT OF PUBLIC WORKS  
WASTEWATER DIVISION**

**INVITATION FOR BID**

**SLUDGE HAULING AND DISPOSAL**

Issued: October 6, 2014

Bid Due: October 23, 2014, 2 pm

INVITATION FOR BID  
TOWN OF AYER  
DEPARTMENT OF PUBLIC WORKS  
WASTEWATER DIVISION

The Wastewater Division of the Department of Public Works in the Town of Ayer, is soliciting bids under Chapter 30B M.G.L. for the following,

Sludge Hauling and Disposal  
(December 1, 2014 and concluding on June 30, 2015 and 2 one-year extensions)

Specifications and bid forms will be available on the Town of Ayer Department of Public Works, 25 Brook Street, Ayer, MA 01432 (Tel 978-772-8240); email [mwetzcl@ayer.ma.us](mailto:mwetzcl@ayer.ma.us)) and on the Town website at [www.ayer.ma.us](http://www.ayer.ma.us).

All bids must be received at the office of the Department of Public Works, 25 Brook Street, Ayer, MA 01432, in a sealed envelope marked "Sludge Hauling and Disposal Bid" prior to the opening of bids. Bids are due no later than October 23, 2014, at 2:00 pm will be opened and read.

The successful bidder will be required to furnish a performance bond yearly in the amount of one hundred percent (100%) of the contract amount.

The Town of Ayer reserves the right to reject any or all bids when it deems it to be in the best interest of the Town of Ayer.

TOWN OF AYER

DEPARTMENT OF PUBLIC WORKS

INVITATION FOR BID

GENERAL SPECIFICATIONS FOR SUPPLIES AND SERVICES

A. Attention of all bidders is directed to Chapter 30B of the General Law of the Commonwealth of Massachusetts and to all other applicable sections of the General Laws as most recently amended which govern the award of this contract.

B. The bidder shall submit the bid upon forms (bid sheets) furnished by the awarding authority. All bids shall be in ink or typewritten and must be filled out completely. The prices shall, without exception, include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the equipment and accessories supplied.

C. All bids shall be signed correctly in ink by the individual or in case of a firm, partnership, or corporation, by a person having the legal authority from said firm, partnership, or corporation to sign the bid.

D. All bids shall be submitted to the office of the Department of Public Works, 25 Brook Street, Ayer, MA 01432, on or before the date and time stated in the "Bid Notice". Each bid shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the bidder.

E. Bid sheets shall be filled in completely. Bid forms that are incomplete, conditional, or obscure with additions not called for, may be rejected. Use the pages of this document, or copies thereof, when submitting the bid. All questions from prospective bidders must be in writing regarding this Invitation for Bid. The Town shall respond to each question in writing and provide a copy of the answers to all prospective bidders.

F. Bidders may correct, modify or withdraw the original bids on or before the date and time stated in the "Bid Notice". Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the bidder. A bidder who wishes to withdraw a bid must make the request in writing.

G. Any bid received after the date and time stated in the "Bid Notice" shall not be opened. Unopened bids will be returned to the bidder.

H. Bids will be publicly opened and read at the date and time stated in the "Bid Notice". All interested parties are invited to be present.

I. A bidder may withdraw a bid after the public opening of the bid only if a mistake is clearly evident on the face of the bid document, and the intended correct answer is not evident.

J. No award will be made to any bidder who cannot satisfy the awarding authority that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to



prosecute and complete the work successfully within the time named. The awarding authority's decision or judgment on these matters shall be final, conclusive and binding. Conditional bids will not be accepted.

K. At the time of the opening of bids, each bidder shall be presumed to have inspected the site and to have read and to be thoroughly familiar with the contract documents, including any addendum thereto. The failure or omission of any bidder to examine the site, or any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his/her bid.

L. Each bidder shall acknowledge receipt of any and all addendum issued to the invitation for bids by so indicating on the bid sheet. Failure to do so shall be cause to reject the bid as being non-responsive.

M. The contract will be awarded, subject to the availability of funds, to the responsive, responsible bidder who offers the lowest per load price for the supply or service bid provided it complies with all conditions and requirements set forth in the bid document and further provided that the bid, in the opinion of the Town, is reasonable and is in the best interest of the Town of Ayer to accept it. The Town reserves the right to reject any and all bids.

N. If at any time the bidder is unable to furnish materials or services as ordered by the awarding authority, the Town may order such materials or services from such places as are available and the bidder shall pay to the Town all expenses incurred above the contract price.

O. If services of the Bidder are subsequently deemed to be unsatisfactory to the Town and are in violation of these specifications, the Town shall notify the said bidder in writing. If mutually agreeable arrangements cannot be achieved between the Town and the Contractor, the contract will be terminated. Notice of termination shall be in writing and notification will be sent by registered or certified mail. Termination will become effective three days after mailing said notification.

P. The bidder's attention is directed to the fact that all applicable State laws, Municipal ordinances, and the rules and regulations of all authorities having jurisdiction over bid/purchase and disposal of sludge shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Q. Certificate of Noncollusion - The bidders MUST sign and submit a Certificate of Noncollusion with the Bid sheet. Submit with bid.

R. State Taxes Certification Clause - The bidders MUST sign and submit a State Taxes Certification clause with the Bid Sheet. Submit with bid.

S. Within ten (10) days after the date of Acceptance of Bid the bidder to whom the award is made shall furnish a performance bond equal to the full amount of the contract price to guarantee the faithful performance of all terms, covenants, and conditions of the same. The performance bond is to be issued by an acceptable bonding company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Owner.

T. Right-to-Know -The firm/individual receiving a bid award from the Town of Ayer will, at no expense to the Town of Ayer, adhere to the Massachusetts General Law Chapter 111F, "Right-to- Know Law" as it shall apply to the items contained in the award notice.

## EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION PROGRAM

During the performance of this contract, the Contractor and all of (his/her) Sub-Contractors (wherein after collectively referred to as the Contractor), for himself, his assignees, and successors in interest, agree as follows:

The Contractor, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment. Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).

The Contractor, by signing the Contract offered by the Town, agrees to abide by the above paragraph to the best of his/her ability.

TOWN OF AYER DEPARTMENT  
OF PUBLIC WORKS  
WASTEWATER DIVISION

Request for Bid (RFB)

**DETAILED SPECIFICATIONS FOR  
SLUDGE HAULING AND DISPOSAL**

The Town of Ayer, Department of Public Works, Wastewater Division is requesting bids for the sludge hauling with an alternate bid to include disposal from the Ayer Wastewater Treatment Facility (WWTF). The DPW estimates 2,800,000 liquid (3 to 4% solids) gallons of sludge per year are produced from the WWTF. The prospective bidders are requested to provide a bid for the transport and alternate bid for the final disposal of up to 2,800,000 gallons of sludge per year as defined on the Bid Sheet. The requirement is to dispose of this sludge totally by hauling the sludge off site as a liquid. The plant produces a sludge of approximately 3 to 4% solids for tanker transport. The sludge is a mixture of primary and waste activated sludge. Multiple loads of sludge are hauled daily from the facility. The initial transportation contract is for the period commencing on December 1, 2014 and concluding on June 30, 2015 with two additional 1 year extensions. Funding for this contract for each fiscal year is subject to the appropriation of funding for that purpose.

**Contractor Qualifications and Obligations:**

1. The Contractor shall provide transport vehicle(s) to haul sludge from the WWTP to either Cranston, RI WTP or Upper Blackstone Valley WPCF (Millbury, MA) where the Town has agreements to dispose of sludge.
2. The Alternate Bid shall include disposal at a location determined by the Contractor and approved by the Town.
3. A point of measurement of the number of gallons loaded into the tanker shall be determined and agreed upon by the Town and the Contractor for each tanker inspected.
4. The Contractor shall hold valid State and/or Federal permits that may be required for the transportation of sludge. The Contractor shall have all vehicles registered, insured and meet all other D.O.T. requirements. Submit with Bid.
5. The Contractor shall provide documented evidence of the tank capacity (in gallons) of the transport vehicle(s) used. This evidence shall be reported within ten (10) days of award of contract.
6. The Contractor shall provide the Town of Ayer with a manifest pursuant to Local, State and Federal regulations if sludge is determined to be, or is designated as, hazardous waste by any of these governing authorities.
7. The Contractor shall take the required sludge samples as required by the Town and the disposal site.
8. The Contractor shall submit a bill of lading with each load designating the load destination, quantity in gallons, date and driver signature.

9. The Contractor shall dispose of sludge according to all Local, State and Federal regulations governing sludge disposal.
10. If the Bid Alternate is awarded, the Contractor shall provide documentation where the sludge will be disposed of. The documentation shall be in the form of an agreement between the contractor and the owner/operator of the disposal facility OR FACILITIES where the contractor is to dispose of sludge in the type and volume as specified in this contract.

In the event a different disposal facility is to be used subsequent to the award of the contract, a copy of the agreement between the contractor and the facility owner/operator shall be submitted immediately to the Town. The Contractor shall only submit disposal sites and dispose at sites that are approved disposal and processing sites by the governing state and shall not be hazardous waste sites and/or superfund sites.

### **Insurance Requirement**

#### **1. Indemnification**

The Contractor /Consultant/Vendor shall indemnify, defend, and save harmless the TOWN, all of the TOWN officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor/Consultant/Vendor, subcontractors and their agents or employees in the performance of the work covered by this Agreement and/or their failure to comply with terms and conditions of this Agreement . The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor/Consultant/Vendor under contract with the TOWN.

#### **2. General Requirements**

(a) The Contractor shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the Town of Ayer. All such insurance carried should not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the Contractor shall defend, indemnify, and hold harmless the Town of Ayer, its elected or duly appointed offices, directors and employees against any claim based upon negligent, accidental or intentional acts or omissions of the contractor, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the agreement.

(b) With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the Town of Ayer and its employees must be named as an additional insured and a certificate of insurance will be provided indicating such for each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the Contractor will provide copies of certificates of insurance to the Town of Ayer, Procurement & Risk Management.

(c) Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this contract, and shall constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Contractor. Annually, at time of Contractors' policy renewal, updated insurance certificates shall be sent to the Town of Ayer DPW, 25 Brook Street, Ayer, MA 01432.

(d) No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Ayer at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Contractor.

(e) All insurance coverage shall be placed with such company as may be acceptable to the Town of Ayer and shall constitute a material part of the contract documents.

**3. Comprehensive General Liability Insurance**

The Contractor shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and a Products/Completed Operations (*as may be required*) Aggregate limit no less than Two Million Dollars (\$2,000,000.00) for all injury and damages to or destruction of property during the policy period.

**4. Automobile Liability and Property Damage Insurance**

The Contractor shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000.00) to cover all damage caused by contracted employees of the awarded Contractor. Level of insurance must adequately cover the liability exposure of project site and is subject to Town of Ayer Risk Manager approval.

**5. Workers' Compensation Insurance**

The Contractor shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

**6. Excess Liability Insurance (as applicable to each requirement)**

The Contractor shall carry excess liability insurance of not less than One Million Dollars (\$1,000,000.00) covering over general liability, automobile, and worker's compensation insurance.

**7. Performance Bond**

The Contractor shall provide a Performance Bond on a yearly basis for the yearly amount of the contract. The performance bond is to be issued by an acceptable bonding company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Owner.

The aforementioned insurance coverages shall remain in full force and effect throughout the period of the contract. Similar insurance coverage shall be provided by or in behalf of any subcontractor to cover their operations with the same minimum limits as required of the Contractor. Contractor's insurance shall be primary insurance to all insurance carried by Owner.

### **Town and Contractor Obligations**

1. The Town shall test, at its own expense, the sludge for Toxicity and other parameters as necessitated by the Contractor.
2. The Town agrees that the Contractor has the right to reject any load that the Contractor deems to be outside the limits of its Local, State and Federal permit regulations. The Contractor shall provide documented proof of any such rejection. The Town agrees to pay the costs of return transport of any rejected load but only that load originating from the Town.
3. The Town will pay the Contractor on a monthly basis based on an invoice detailing the number of loads, gallons and tons of solids.

### **Bid Definitions**

1. Cost of transportation: The cost to transport a 9,000 gallon tanker load from Ayer WWTP to point of disposal.
2. Cost of disposal per dry ton: The cost to dispose of the dry sludge solids contained in the 9,000 gallon tanker on a dry ton basis. For the purpose of calculating a load price for the contract bid the 9,000 gallons shall be defined as containing 3.5% sludge solids in a dry weight form.

$$\begin{aligned} 3.5 \% \text{ sludge solids} &= .035 \text{ solids} \times 9,000 \text{ gallons/load} \times 8.34 \text{ lbs/gal} = 2627 \text{ dry lbs/load} \\ &= 1.31 \text{ dry tons/load} \end{aligned}$$

### **Pick Up**

The Ayer Wastewater Treatment Facility is open weekdays 7:00 AM to 3:30 PM ( Sept. 7 through April 5; 6:00 AM to 2:30 PM (April 8 to Sept 6) . These are the hours within which pick ups will normally occur. On occasion, it may be necessary for the Town to request pick-ups on weekends, Saturday and/or Sunday.

DEPARTMENT OF PUBLIC WORKS  
WASTEWATER DIVISION

REVISED BID SHEET

BID ITEM - Sludge Hauling and Disposal of approximately 2,800,000 gallons/year of sludge with a solids content of approximately 3.5% for a period of one year with the potential for two additional 1-year extensions at negotiated cost adjustments.

A. Transportation to Cranston, RI WWTP Cost per gallon \$ .04822 /gallon \*  
9,000 gallons/load = \$ 433.98 /load

B. Transportation to UBVWPCF, Millbury, MA Cost per gallon \$ .03188 /gallon \* 9,000  
gallons/load = \$ 286.92 /load

C. ALTERNATE - Transportation and Disposal  
Transportation to Haulers Disposal Site Cost per gallon \$ .03737 /gallon \*  
9,000 gallons/load = \$ 336.23 /load

Disposal: Cost per dry ton \$ 310<sup>00</sup> /dry ton

CONTRACT PERIOD

Commencing December 1, 2014 and concluding on June 30, 2015 dates inclusive. This contract is subject to the appropriation of funding for this purpose. Subsequent years are subject to funding for this purpose.

RECEIPT OF ADDENDUM NUMBER(s) 1, is hereby acknowledged and reflected in the bid price(s) shown above.

The undersigned proposes to furnish the service including all labor and materials required to complete the Contract in accordance with the Specifications prepared by the Town of Ayer, dated October 6, 2014 for the Bid Price(s) shown.

FIRM WAI Trucking Inc SIGNATURE Richard E Wall  
ADDRESS 835 Hartford pike NAME(print) Richard E Wall  
Shrews MA 01545 TITLE Pres  
TELEPHONE 508-757-0940 DATE 10/23/14  
FAX 508-848-8910

Note: The Town of Ayer reserves the right to reject any and all bids when it deems it to be in the best interest of the Town.

All questions from prospective bidders must be in writing regarding this Invitation for Bid. The Town shall respond to each question in writing and provide a copy of the answers to all prospective bidders.

TOWN OF AYER  
CERTIFICATE OF NONCOLLUSION

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

FIRM: WALL TRUCKING INC

ADDRESS: 835 HARTFORD TURNPIKE

SHREWSBURY MA 01545

SIGNATURE: Richard E Wall

NAME (print): RICHARD E WALL

TITLE: Pres

TELEPHONE: 508 757-0940

DATE: 10/23/14

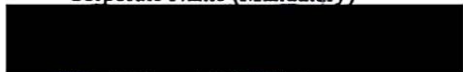
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TOWN OF AYER  
STATE TAXES CERTIFICATION  
CLAUSE

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 under law.

Richard E Wall  
Wall Trucking Inc

\* Signature of individual or  
Corporate Name (Mandatory)



\*\* Social Security #  
(Voluntary) or Federal  
Identification #

BY: Richard E Wall pres

Corporate Officer  
(Mandatory, if applicable)

\* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

\*\* Your Social Security Number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. 62C s. 49A.



**WALL TRUCKING, INC.**  
**835 Hartford Turnpike**  
**Shrewsbury, MA 01545**

Our company, Wall Trucking Inc., currently holds four -5 power units and 4-tank trailers which currently hold all permits for the transportation of sludge and also meet DOT requirements. These vehicles are currently servicing other municipalities on a daily basis and have all the proper endorsements needed to travel on the roads of MA, CT, RI, and NH. If additional information is needed, it will be provided upon request.

*Richard E. Wall Pres*

Richard E. Wall

TOWN OF AYER

AGREEMENT BETWEEN CONTRACTOR AND OWNER

CONTRACT

THIS AGREEMENT, made this 18th day of NOVEMBER, 2014, by and between the TOWN OF AYER, Massachusetts, hereinafter called the OWNER, and WALL TRUCKING INC. with legal address and principal place of business at 835 Hartford Pike, Shrewsbury MA 01545 hereinafter called the CONTRACTOR.

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER that the CONTRACTOR will provide SLUDGE HAULING and DISPOSAL OF SLUDGE for Fiscal Year 2015, upon demand of the OWNER, picked up at the Ayer Wastewater Treatment Plant, 25 Brook Street, Ayer, MA. The location of disposal shall be determined by the OWNER, with input from the CONTRACTOR. The contractor shall at his/her own proper cost and expense furnish all materials, supplies, machinery, equipment, tools, supervision, labor, insurance, and other accessories and services necessary to complete the said work in accordance with the conditions and procedures stated in the Bid and in accordance with the following requirements:

1. Contract Term: Commences December 1, 2014 and concludes on June 30, 2015. This contract is subject to the appropriation of funding for each contract year for this purpose. The Town may extend this contract for two one year periods, subject to the price adjustments specified.
2. Total Contract Value: Not to exceed \$1,500,000 without the prior written consent of the OWNER. The Contract is based on the unit price bid amounts and estimated quantities. For the remainder of FY15, the estimated contract quantities and amounts are :

Bid Item	Est Quantity	Contract Price	Total
A. Transportation to Cranston, RI WWTP			
Cost per gallon	450,000	\$ 0.04822	\$ 21,699.00
B. Transportation to UBWPCF, Millbury, MA			
Cost per gallon	450,000	\$ 0.03188	\$ 14,346.00
C. ALTERNATE - Transportation and Disposal			
Transportation Cost per gallon	850,000	\$ 0.03737	\$ 31,764.50
Disposal: Cost per dry ton	130	\$ 310.00	\$ 40,300.00
		Total Est FY 15	\$ 108,109.50

3. Pick up of Product. The OWNER will notify the CONTRACTOR by mail, telephone or facsimile of the times services are to be performed under this agreement.
4. Billings: The CONTRACTOR shall bill the Department of Public Works on a monthly basis, for services is performed under this contract for the unit prices stated above.
5. Availability of Service: If at any time the CONTRACTOR is unable to furnish the service within three (3) working days of receiving an order, the OWNER may order the service from such supplier who can supply the service and the CONTRACTOR shall pay to the OWNER all expenses incurred which exceed the CONTRACTOR'S bid price.

6. Schedule - Time and days of collection shall be performed Mondays through Fridays, between the hours of 7:00 am and 2:00 pm. Collections can also take place on holidays, Saturdays or Sundays as needed and depending upon schedules of both the Contractor and the Town.

7. Force Majeure - The Contract shall be subject to Force Majeure considerations. Either party hereto shall be excused for performance of any act under the contract if prevented from performance of any act required by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war, change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature, or unusually extended periods of adverse weather conditions; equipment failure (other than due to the inadequate maintenance thereof) or other reason of a like nature not reasonable within the control of the party. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Owner. Continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the Owner shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract".

8. Termination of Contract - Subject to the provisions of the section explaining Force Majeure, if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Contractor shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the contractor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

This Contract may be terminated by either party on thirty (30) days advance written notice effective as of the expiration of the notice period.

9. Insurance - The Contractor shall maintain insurance with minimum limits as defined in the Invitation for Bid, Section 4, Special Conditions for the entire duration of the project work to be performed, and provide a certificate of insurance with the Town of Ayer named as an additional insured.

10. Governing Law - This contract is governed by the laws of the Commonwealth of Massachusetts.

11. Indemnification - The Vendor shall indemnify, defend, and save harmless the Town, all of the Town officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the Town or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Vendor, subcontractors and their agents or employees in the performance of the work covered by this Agreement and/or their failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Vendor under contract with the Town.

The "General Specifications for Supplies and Services," and the Bid Specifications entitled "Sludge Hauling and Disposal", dated October 6, 2014, and the Bid, are made a part hereof and collectively evidence and constitute the Contract.

This Agreement constitutes the entire contract and there are no agreements other than those incorporated herein. This Agreement may not be changed, altered, amended, modified, or terminated orally and any such change, alteration, amendment or modification must be in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in the year and day first above mentioned.

This Agreement will be effective on **November 18, 2014**,(Effective Date of the Agreement).

OWNER: Ayer Board of Selectmen

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

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

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

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

CONTRACTOR:

\_\_\_\_\_

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

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



**Tuesday, October 14, 2014**  
**Meeting Minutes**

Selectmen in Attendance: Christopher Hillman, Chair; Gary Luca, Clerk

Also in Attendance: Robert A. Pontbriand, Town Administrator  
Carly M. Antonellis, Assistant to the Town Administrator

Absent: Jannice Livingston, Vice-Chair

**Call to Order:** The meeting was called to order at 7:06 PM by C. Hillman. C. Hillman stated that J. Livingston would not be attending this evening's meeting because she was not feeling well and wished her a speedy recovery.

**Approval of Agenda:** R. Pontbriand requested that Item #1 under the DPW Superintendent's report be tabled to a future meeting. He also requested two additions to the Town Administrator's report regarding 3 requests for 10 AM alcohol sales on Sunday and approval of a Purchase Order for a police cruiser.

**Motion:** Motion made by G. Luca and seconded by C. Hillman to approve the agenda as amended. **Motion passed 2-0.**

**Public Input:** Mr. Ernie Guertin of 142 Sandy Pond Road inquired about the status of the Senior Tax Work-Off Program.

**Announcements:** C. Hillman announced that the 3<sup>rd</sup> Annual Rotary Tree Lighting will take place on 12/7/14; the General Election will take place on 11/4/14; and the Winter Parking Ban will begin on November 15, 2014 and last until April 15, 2015.

R. Pontbriand spoke about the Habitat for Humanity Project at 76 Central Ave and thanked everyone on the Committee.

**Appointments:** Mr. Sam Goodwin was present to be appointed to the Zoning Board of Appeals.

**Motion:** Motion made by G. Luca and seconded by C. Hillman to appoint Mr. Sam Goodwin to a three year term of the Zoning Board of Appeals for the term beginning on July 1, 2014 until June 30, 2017. **Motion passed 2-0.**

**Ms. Alicia Hersey, Office of Community Development:** Ms. Hersey announced that the Community Development Block Grant Survey is now on the Town's website. She then updated the Board of Selectmen on the Affordable Housing in the Town of Ayer. The current affordable housing rate in Ayer is 8.31%.

Ms. Hersey then presented the Drug Court Grants that were successfully obtained from SAMHSA. The contracts for the grants are between the Town of Ayer and Advocates, Inc.

**Motion:** Motion made by G. Luca and seconded by C. Hillman to authorize contract between the Town of Ayer and Advocates, Inc. for the Substance Abuse and Mental Health Services Administration (SAMHSA) Trauma Grant in the amount of \$318,460 for the period of 09/30/2014 – 9/28/2015. **Motion passed 2-0.**

**Motion:** Motion made by G. Luca and seconded by C. Hillman to authorize contract between the Town of Ayer and Advocates, Inc. for the SAMHSA Behavioral Health Grant in the amount of \$341,315 for the period of 09/30/2014 – 9/28/2015. **Motion passed 2-0.**

**Ms. Susan E. Copeland, Town Clerk and Tax Collector:** S. Copeland gave an update on the following topics that her office is working on: Processing Payments/Taxes; Shredding and Document removal; Update on Hours Change; Purchase of New Copier Machine; Boston Post Cane; Lock Box Collection Update; Century Bank Update; 2<sup>nd</sup> Quarter Taxes being due; Training and Conferences.

**Lt. Jeremy Januskiewicz, AFD and Det. Kellie Barhight, APD:** J. Januskiewicz from the Ayer Fire Department and R. Kariskinas (appearing for K. Barhight) from the Ayer Police Department were present to discuss grievances their respective unions filed as it relates to Great West Deferred Compensation. Although the issue has been resolved both unions would like to encourage that members be notified in the event that something like this happened again.

**Mr. Mark Wetzel, DPW Superintendent:** M. Wetzel was present to recommend Mr. Daniel Van Schalkwyk for the appointment of Town Engineer.

The Board asked questions of the DPW Superintendent and the candidate.

**Motion:** Motion made by G. Luca and seconded by C. Hillman to appoint Mr. Daniel Van Schalkwyk to the position of Town Engineer and to allow the Town Administrator to begin Personal Services Agreement negotiations. **Motion passed 2-0.**

**Town Administrator's Report:** R. Pontbriand illustrated the need for authorization for the Town Administrator to approve contracts up to \$35,000 pursuant to the change in the Massachusetts General Laws.

**Motion:** Motion made by G. Luca and seconded by C. Hillman to authorize the Town Administrator to approve contracts up to \$35,000, pursuant to the change in the Massachusetts General Laws. **Motion passed 2-0.**

Three (3) requests were submitted for change of Sunday hours for alcohol sales at §12 package stores pursuant to the change of Massachusetts General Laws.

**Motion:** Motion made by G. Luca and seconded by C. Hillman to approve the requests as submitted by GW Archer, the Vineyard and the Jack-O-Lantern to sell alcoholic beverages beginning at 10 AM on Sundays pursuant to the change of Massachusetts General Laws. **Motion passed 2-0.**

**Motion:** Motion made by G. Luca and seconded by C. Hillman to approve Purchase Order 2356 for the Ayer Police Department Police Cruiser in the amount of \$36,940 with signature by the Chair. **Motion passed 2-0.**

R. Pontbriand and M. Wetzel went over the details of a DPW PILOT program for GPS Transponders.

**Motion:** Motion made by G. Luca and seconded by C. Hillman to accept the GPS Pilot Program for the DPW with an anticipated feedback report due prior to the Spring 2015 Annual Town Meeting. **Motion passed 2-0.**

**New Business/Selectmen's Questions -**

C. Hillman brought up concerns/issues with respect to beaver dams in Town

C. Hillman and G. Luca questioned about the possibility of the Building Inspector being a full time position.  
R. Pontbriand advised that he would need to meet with the Union to discuss.

**Motion:** Motion made by G. Luca and seconded by C. Hillman to approve the meeting minutes of September 16, 2014. **Motion passed 2-0.**

**Motion:** Motion made by G. Luca and seconded by C. Hillman to adjourn at 9:25 PM. **Motion passed 2-0.**

**Minutes Recorded and Submitted by Carly M. Antonellis**

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

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

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



**Tuesday, October 20, 2014**  
**Meeting Minutes**

Selectmen in Attendance: Christopher Hillman, Chair; Jannice Livingston, Vice-Chair; Gary Luca, Clerk

Also in Attendance: Robert A. Pontbriand, Town Administrator  
Carly M. Antonellis, Assistant to the Town Administrator

**Call to Order:** The meeting was called to order at 6:09 PM by C. Hillman.

**BOS Workshop with Town Moderator:** Town Moderator Tom Horgan met with the Board of Selectmen to go over procedures for Town Meeting in anticipation of the Special Fall Town Meeting on October 27, 2014.

**MOTION:** Motion made by G. Luca and seconded by J. Livingston at 6:26PM to enter into Executive Session pursuant to MGL Chapter 30A, Section 21A, Exemption #3 (Litigation Strategy) *Bolduc v. the Town of Ayer* and Pleasant Street Lots Re: Compliance with MGL C. 61 and Exemption #2 (Non-Union Personnel Negotiations) Re: Town Engineer Contract Negotiations and to reconvene into Open Session. The Chair declared that discussing these items in Open Session would be detrimental to the Town's negotiations strategy. **By Roll Call:** C. Hillman, Yes; J. Livingston, Yes; G. Luca, Yes. **Motion passed by Roll Call 3-0.**

The Board reconvened in Open Session at 7:17 PM

**Review and Approval of Agenda:** R. Pontbriand asked to amend the agenda by adding in an executive report and a one day liquor license request under the Town Administrator's Report.

**MOTION:** Motion made by G. Luca and seconded by J. Livingston to approve the agenda as amended. **Motion passed 3-0.**

**Fire Chief R. Pedrazzi:** R. Pedrazzi outlined the need for a Reserve Fund Transfer due to extraordinary circumstances: Ladder 1 had the top rung cut at a fire and Engine #2 required a total pump rehabilitation that was unforeseen. The total amount for those two repairs was \$12,195.

**MOTION:** Motion made by G. Luca and seconded by J. Livingston to approve the Reserve Fund Transfer Request in the amount of \$12,195. **Motion passed 3-0.**

**New England Flat Bread – Change in Board of Directors:** Since the Board of Selectmen approved the All-Alcohol §12 On- Premise license for New England Flatbread and Ale Company, Inc. on September 3, 2014 there has been a change in the Board of Directors.

**MOTION:** Motion made by G. Luca and seconded by J. Livingston to approve the change in Board of Directors as submitted by the applicant and to change the original Form 43 to include the alteration in premise description, as requested by the ABCC. **Motion passed 3-0.**



**Town Administrator's Report:** A request had come into the Board of Selectmen's office for a one day Liquor License by St. Mary's Parish, 31 Shirley Road for their annual fall supper on October 25, 2014 from 5:30 PM – 9:30 PM.

**MOTION:** Motion made by G. Luca and seconded by J. Livingston to issue a one day beer and wine only liquor license from 5:30 PM to 9:30 PM on Saturday October 25, 2014. **Motion passed 3-0.**

**Report from Executive Session:** R. Pontbriand reported that in the Executive Session from earlier in the evening the Town entered into a contract with Mr. Daniel Van Schalkwyk for the position of Town Engineer from November 17, 2014- June 30, 2017 by the terms set forth in the contract.

**Motion:** Motion made by G. Luca and seconded by C. Hillman to adjourn at 7:35 PM. **Motion passed 3-0.**

**Minutes Recorded and Submitted by Carly M. Antonellis**

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

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