

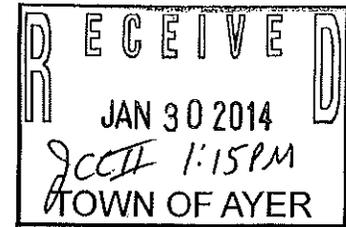
Town of Ayer
Board of Selectmen
Ayer Town Hall – 1st Floor Meeting Room
Ayer, MA 01432



Tuesday, February 4, 2014, 7:00pm

Open Session Meeting Agenda

- 7:00pm CALL TO ORDER – Review and Approve Agenda; Announcements
- 7:05pm PUBLIC INPUT
- 7:15pm Mr. Mark O’Hagan
 “The Willows”
- 7:30pm Ayer Cultural Council Appointments
- 7:45pm Citizens’ Concerns RE: 64 Westford Road
- 8:00pm Mr. David Maher, Director, Dept. Economic and Community Development
 - CDBG Loan Apportionment Forgiveness Request
- 8:15pm Police Chief William Murray
 - Full-Time Dispatcher Appointment
- 8:30pm Town-Wide Life Insurance Update/Discussion
- 8:45pm Town Administrator’s Report
 - Report of Executive Session Items from 1/28/2014 per OML
 1. 111F Reserve Fund Transfer
 2. Supervision/Management of Assistant Treasurer
 - BOS Opening of the 2014 Annual Town Meeting Warrant
 - Business Certificates Update
 - DPW Water Shut-Off Policy Update
 - GPS/Transponders for Town Vehicles Update
- 9:15pm JBOS Update
- 9:30pm New Business / Selectmen’s Questions
- 9:45pm Adjournment



Town of Ayer

AYER BOARD OF SELECTMEN
Open Session Meeting Agenda and Meeting Packet
Tuesday, February 4, 2013, 7pm
First Floor Meeting Room – Ayer Town Hall

7:00pm CALL TO ORDER

Review and Approve Agenda; Announcements

PUBLIC INPUT

THE WILLOWS DEVELOPMENT

- Mr. Mark O'Hagan part owner of the Willows Development along with representative(s) of Habitech (also owners) have asked to address the Ayer Board of Selectmen regarding the DEMAND for payment in the amount of \$250,000 in accordance with the development's Comprehensive Permit with the Town of Ayer for the Construction of a Water Tank.
- Enclosed is the written request to meet with the BOS.
- Enclosed is a copy of the Demand Letter Sent by the Ayer Board of Selectmen.
- Enclosed is a copy of the Comprehensive Permit and the Agreement.

Robert Pontbriand

From: Mark O'Hagan [~~mailto:mark.ohanagan@willowroad.com~~]
Sent: Friday, January 24, 2014 2:07 PM
To: ta@ayer.ma.us
Cc: 'Michael Feldman'; 'Bruce Wheeler'
Subject: Willows Development

Hi Robert:

I am writing to request to request time at the Board of Selectman's meeting on February 4, 2014 to discuss The Willow Road development and mitigation funds due. If it is feasible to meet early in the evening, it would be greatly appreciated.

We look forward to meeting the Board.

Sincerely,

Mark C. O'Hagan, Member
Willow Road Development, LLC

~~CONFIDENTIAL~~

Board of Selectmen

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



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

Town Administrator
(978) 772-8210

January 24, 2014

CERTIFIED MAIL – RETURN RECEIPT REQUESTED, AND FIRST CLASS MAIL

Mr. D. Bruce Wheeler, Manager
Willow Road Development LLC
148 Park Street, Suite 3
North Reading, MA 01864

Re: “The Willows”: Demand for Payment

Dear Mr. Wheeler:

The Board of Selectmen (“Board”) for the Town of Ayer (the “Town”) hereby demands payment of the sum of \$250,000, which is currently due and payable to the Town under the terms and conditions of the Comprehensive Permit (“Permit”) for “The Willows” (“Project”). As you know, the Permit was issued to Willow Road Development LLC (“Applicant”) by the Town Zoning Board of Appeals (“ZBA”), which approved the Permit on October 18, 2005. The Permit is recorded in the Middlesex South Registry of Deeds at Book 47446, Page 284.

Condition No. 17 of the Permit required that the Applicant enter into a triparty agreement with the Town and with the Applicant’s lender for a performance guarantee for completion of on- and off-site improvements, prior to the issuance of the first Certificate of Occupancy. The amount of the performance guarantee was to include, in addition to the cost of remaining site work, the additional sum of \$250,000 “to ensure the availability of funds the Applicant has agreed to provide in support of the construction of the one-and-a-half million gallon capacity water tower referenced in Condition #38.”

Condition No. 38 of the Permit, in turn, referenced the use of the \$250,000 to aid in funding the cost of the water tower construction, and provided: “If the water tower is not constructed within five (5) years of commencement of construction of the Willows development, these funds shall be transferred to the Town for whatever purpose the Town deems appropriate.” Further, in recognition of the Applicant’s agreement to provide the \$250,000 payment, the ZBA waived \$100,000 of the water and sewer connection fees that would otherwise be required for the Project, on a pro-rata basis for all the units in the Project.

Further, on June 21, 2005, while the application for the Permit was pending before the ZBA, the Applicant and the Board (acting in its capacity as the Town Board of Water Commissioners) entered into the “Agreement Between the Town of Ayer and Willow Road Development LLC” (“Agreement”), which is referenced in Condition No. 38 of the Permit. In the Agreement, the Applicant agreed to pay \$250,000 towards the cost of the proposed water tower, and the Board agreed that it would support the Project and that the Town would waive

\$100,000 in water and sewer connection fees, on a pro-rata basis. Therefore, Condition No. 38 incorporates and is consistent with the Agreement.

It is the Board's understanding that the Applicant failed to enter into the triparty agreement that was required by Condition No. 17 and that, therefore, the Applicant's original lender did not withhold \$250,000 for the payment due under Condition No. 38.

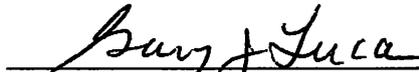
More than five years have passed since construction commenced on the Project, and no funds have yet been provided to the Town by the Applicant. Therefore, in accordance with Condition No. 38, the Board demands immediate payment to the Town of \$250,000. While Condition No. 38 provides that, if the water tower has not been constructed within five years of the start of Project construction, the sum of \$250,000 is to be transferred to the Town "for whatever purpose the Town deems appropriate," the Board notes that it remains the Town's intention to apply the funds towards the cost of the construction of the water tower, which is scheduled to be undertaken in 2014.

Please make payment to the Town in the amount of \$250,000, by a check mailed or delivered to the Town Treasurer, Ayer Town Hall, 1 Main Street, Ayer, MA 01432, on or before February 28, 2014. If you fail to make payment by that date, the Town intends to pursue any remedies available to the Town to require the payment of the full amount due.

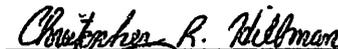
If you have any questions, please contact the Ayer Town Administrator, Robert A. Pontbriand at (978) 772-8210 or at ta@ayer.ma.us.

Signed:

THE AYER BOARD OF SELECTMEN



Gary J. Luca, Chairman



Christopher B. Hillman, Vice Chairman



James M. Fay, Clerk



Pauline Conley, Member



Jannice L. Livingston, Member

Cc: Attorney Mark Reich, Town Counsel
Attorney John J. Goldrosen, Town Counsel
Mr. Robert A. Pontbriand, Ayer Town Administrator
Mr. Mark Wetzel, P.E., DPW Superintendent
Ayer Zoning Board of Appeals

Board of Selectmen

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



Tel. (978) 772-8220
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Town Administrator
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January 24, 2014

CERTIFIED MAIL – RETURN RECEIPT REQUESTED, AND FIRST CLASS MAIL

Mr. D. Bruce Wheeler, Manager
Willow Road Development LLC
148 Park Street, Suite 3
North Reading, MA 01864

Re: "The Willows": Demand for Payment [METHOD OF PAYMENT]

Dear Mr. Wheeler,

With respect to the enclosed January 24, 2014 Demand for Payment from the Ayer Board of Selectmen in the amount of \$250,000.00 which is currently due and payable to the Town under the terms and conditions of the Comprehensive Permit for "The Willows", please make payment to the "Town of Ayer" in the amount of \$250,000.00 by either a certified check; bank check; or money order mailed or delivered to the Town Treasurer, Ayer Town Hall, 1 Main Street, Ayer, MA 01432 on or before February 28, 2014.

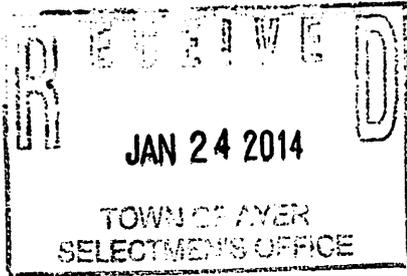
If you have any questions, please do not hesitate to contact me directly at (978) 772-8210 or at ta@ayer.ma.us

Sincerely,

Robert A. Pontbriand
Ayer Town Administrator

Enclosure: Official Demand for Payment from the Ayer Board of Selectmen (Jan. 24, 2014)

Cc: Ayer Board of Selectmen
Attorney Mark Reich, Town Counsel
Attorney John J. Goldrosen, Town Counsel
Ms. M. Stephanie Gintner, Town Treasurer
Mr. Mark Wetzel, P.E., DPW Superintendent
Ayer Zoning Board of Appeals



-copy-

June 13, 2006

Willow Road Development, LLC
c/o Habitech, Inc.
148 Park Street
North Reading, MA 01864

RE: Comprehensive Permit issued by the Town of Ayer Zoning Board of Appeals dated October 18, 2005, for that certain project known as "The Willows", situated at Willow Road, Ayer, Massachusetts ("Comprehensive Permit")

Dear Sir:

In connection with the Comprehensive Permit, by this letter, we confirm that the Ayer Board of Appeals was aware that a portion of the site of the above-referenced project, is in the Residential A-2 Zoning District, and to the extent necessary, the Comprehensive Permit intended to waive the Use Requirements of said district, so as to be able to construct and use the project in accordance with the Comprehensive Permit. Further, confirmation of this waiver as aforesaid constitutes a clarification of the Comprehensive Permit and an insubstantial change thereto,

Very truly yours,

Town of Ayer Zoning Board of Appeals

Dale Taylor Chairman
Peter J. Walsh
[Signature]
[Signature]

Susan L. Sullivan
[Signature]
A circular notary seal for Susan L. Sullivan, Notary Public, Commonwealth of Massachusetts. The seal includes the state emblem and the text "My Commission Expires Oct 1, 2010".

File copy



D'AGOSTINE, LEVINE, PARRA & NETBURN, P.C.
Attorneys at Law

268 Main Street | P.O. Box 2223 | Acton, MA 01720
tel 978.263.7777
fax 978.264.4868

Louis N. Levine
F. Alex Parra
Cathy S. Netburn
Lisa Bergemann
Maryann Cash Cassidy

Of Counsel
Julian J. D'Agostine

May 23, 2006

Zoning Board of Appeals
Town of Ayer
One Main Street
Ayer, MA 01432

RE: The Willows Comprehensive Permit/40B/ Willow Road

Dear Sir/Madam:

Enclosed herewith please find a copy of the Comprehensive Permit for the above project, as recorded with the Middlesex South District Registry of Deeds in Book 47446, Page 284.

Very truly yours,

D'AGOSTINE, LEVINE, PARRA & NETBURN, P.C.

By: Pat Coole
Pat Coole
e-mail: pcoole@dlpnlaw.com

pc
Enclosure
cc: Town of Ayer Building Inspector, with enclosure
client, without enclosure

re/Habitech/Willow/letter to ZBA.doc



15



Town Clerk and
Collector of Taxes

One Main Street P.O. Box 308 Ayer, Massachusetts 01432

March 8, 2006

WILLOW ROAD DEVELOPMENT LLC
The Willows Comprehensive Permit/40B/Willow Road

The decision of the Zoning Board of Appeals of the Town of Ayer was filed with the office of the Town Clerk on October 19, 2005.

Twenty (20) days have elapsed since the date of the filing of this decision with the Town Clerk of the Town of Ayer and no appeals have been taken from the decision.

Assessor's map.30, Parcels 24 & 25

Lauri J. Fritz
Lauri J. Fritz
Assistant Town Clerk

The Willows, Off Willow Road, Ayer, Massachusetts

Please return to: D'Agostine, Levine, Parra & Netburn, P.C., P. O. Box 2223
Acton, MA 01720

**Town of Ayer
Zoning Board of Appeals**

Re: Application for a Comprehensive Permit by Willow Road Development LLC

Date: October 18, 2005.

Procedural History

1. On December 6, 2004 Willow Road Development LLC (the "Applicant"), applied for a Comprehensive Permit, pursuant to M.G.L. Ch. 40B (the "Act"), to construct ninety-four (94) ownership units (the "Project") on land consisting of approximately twenty-seven (27) acres, located adjacent to Willow Road in Ayer, MA.
2. The Zoning Board of Appeals (the "Board") opened a duly advertised public hearing on January 11, 2005 and continued the hearing to the following dates:

February 15, 2005

March 15, 2005

May 26, 2005

June 14, 2005

July 26, 2005

August 24, 2005

October 4, 2005

October 18, 2005
3. The Board closed the public hearing on October 18, 2005.
4. At the August 24, 2005 the Applicant sought to amend the plan to increase the number of units to ninety-seven (97) and to add approximately 1.4 acres of land to the Project.

rec'd
10-19-2005
12:03 PM

Findings

1. The Applicant is qualified pursuant to 760 CMR 31.01 in that:
 - a. Willow Road Development LLC is or will become a limited dividend organization as that term is used in G.L. Ch. 40B, § 21 and 760 CMR 31.01 in that it will execute a Regulatory Agreement that shall require the limiting of its profit to no more than 20% of total development costs.
 - b. it has a Site Approval Letter dated May 14, 2004 from MassHousing for the Housing Starts and the New England Fund programs.
 - c. it has "control of the site" as that term is used in 760 CMR 31.01 in that MCO & Associates has a purchase and sale agreement dated July 22, 2002 with Mary C. Coutu and Marcy C. Pantenella, Trustees of the Coutu Family Nominee Trust u/d/t dated October 12, 2000 and recorded with Middlesex South Registry of Deeds at Book 31965, Page 559. An amendment to the Purchase & Sale agreement was signed on June 13, 2005. The principle in MCO & Associates is Mark O'Hagan and the principles in Willow Road Development LLC are Mark O'Hagan, D. Bruce Wheeler, and Brian Ahern.

2. The Town of Ayer (the "Town") has not met the statutory minimum set forth in M.G.L. Ch. 40B, §20 or 760 CMR 31.04 nor is affordable housing located on sites comprising one and one-half percent or more of the total land area zoned for residential, commercial or industrial use. The development of affordable homes consistent with this application will not result in the commencement of construction of such housing on sites comprising more than three-tenths of one percent of such land area.

3. The Board retained the following consultants to assist in the review of the application:

Review Engineer: Susan T. Hunnewell, P.E.
Project Manager
Tata & Howard, Inc.
Westborough, MA

MHP Fund: Edith Netter, Esq.
(Ch. 40B Advisor) Edith M. Netter & Assocs., P.C.
Waltham, MA

The Board's review engineer prepared a report indicating that the water, sewer, and stormwater management systems of the Project are feasible, subject to the conditions set forth below (the "Conditions").

4. As proposed, 25% of the units in the Project will be restricted for purchase by households earning a maximum of 80% of the median household income as adjusted for household size ("Eligible Purchasers") for the Boston Primary Metropolitan Statistical Area, as established by the U.S. Department of Housing and Urban Development ("Median Income").
5. The proposed development is consistent with local needs, subject to the conditions set forth below.
6. Lighting plan shows lighting in the mailbox area, on buildings, at entrances and around visitor parking areas.
7. The site development plan includes an asphalt sidewalk on one side of road.

Decision

Pursuant to M.G.L. Ch. 40B, the Board, after public hearings and findings of fact grants a Comprehensive Permit to the Applicant for the construction of ninety-seven (97) ownership units with associated infrastructure and other improvements as shown on the Plans, subject to the Conditions set forth below.

The Board received comments from the Conservation Commission, the Postmaster, the 40B Committee, the Department of Public Works, the Fire Chief, the Director of Community and Economic Development, and the Board of Selectmen, all of which have been made a part of the record of this proceeding and have been taken into consideration by the Board in rendering its decision.

The Project shall be constructed in accordance with the Plans and Conditions set forth below.

Conditions

1. The Project shall be constructed in conformance with the plans listed below ("Plans"):

The WILLOWS A 97 HOME DEVELOPMENT AYER, MASS. David E. Ross Associates, Inc. Sheets 1-8, revision date October 17, 2005

1. Existing Conditions Plan
2. Site Development Plan
3. Landscape Plan
- 4-7. Plan and Profiles
8. Erosion Control and Mitigation Plan

Preliminary Architectural Plans as provided in the Application for Comprehensive Permit Submitted by Willow Road Development LLC November 24, 2004

Affordable Housing Layout Plan dated October 17, 2005.

2. Any deviation from the Plans shall require a modification by the Board of this Comprehensive Permit as set forth in 760 CMR 31.03.

Housing

3. The Project shall be limited to ninety-seven (97) ownership units. Twenty-five (25) of the total number of units shall be sold and occupied by Eligible Purchasers (the "Affordable Units").
4. There shall be no more than:
 - (a) thirty-one (31) single-family detached homes – at least six (6) of which shall be 3-bedroom Affordable Units and twenty-five (25) of which shall be 3-bedroom market-rate units;
 - (b) fifty-One (51) 2-bedroom townhouses of which at least sixteen (16) shall be Affordable Units and thirty-five (35) shall be market-rate units, and
 - (c) fifteen (15) 3-bedroom townhouses, at least three (3) of which shall be Affordable Units and twelve (12) shall be market-rate units.
5. The Affordable Units have been identified and agreed upon and are identified in Exhibit B. The Affordable Units shall be indistinguishable as to size and exterior facades from the market-rate units. As for interior finishes of and appliances in the Affordable Units, the Applicant shall, prior to the grant of a building permit, provide outline specifications to the Board for its review and approval.
6. To the extent legally permissible, preference for seventeen (17) of the twenty-five (25) Affordable Units shall be given to first time homebuyers who are either: (a) Town residents; (b) the children or parents of Town residents; (c) employees of the Town and (d) persons who work within the Town.
7. The selection of Eligible Purchasers shall be subject to lottery. A lottery agent, selected by the Applicant and subject to approval by the Town, shall screen, for income and preferences set forth in Condition #6, the potential purchasers of the Affordable Units and run the lottery. Prior to conducting the lottery, the Applicant shall submit a final lottery plan to the Board for its review and approval. The Applicant shall pay all Lottery Agent costs.
8. Prior to the granting of a building permit, the Applicant shall submit draft Regulatory and Monitoring Agreements to the Board and its legal counsel for review and approval. Such documents shall contain, at a minimum, the following terms:
 - (a) No less than twenty-five (25%) percent of the total number of units shall be affordable to Eligible Purchasers in perpetuity or for the maximum term allowed by law, but in no case less than ninety-nine (99) years.
 - (b) The Monitoring Agent for this Project shall be CHAPA.

- (c) The Affordable Units shall be identified in the Regulatory Agreement.
 - (d) The maximum sales price of the Affordable Units (including association fees, insurance, and taxes) shall be set in accordance with the guidelines of the subsidy program used by the Applicant for the Project, which shall be the New England Fund program of the Federal Home Loan Bank Board of Boston or the Housing Starts program of MassHousing (the "Guidelines").
 - (e) The Applicant's profits for this Project shall be limited to no more than twenty percent (20%) of total development costs as set forth in the Guidelines.
 - (f) Upon resale of an Affordable Unit, the Board or its designee shall be given a Right of Refusal to purchase the property or to proceed to locate an Eligible Purchaser of the Property upon resale of the property.
9. Detailed construction plans and specifications have been reviewed and have received final approval from the Subsidizing Agency (MassHousing) and such Agency has granted or approved construction financing and subsidy funding for the Project has been committed.
10. Any loan and respective mortgage for the Project shall be subordinate to this Decision and the Regulatory and Monitoring Agreements unless the Applicant can demonstrate to the satisfaction of the Board that the Applicant, and/or the home purchaser, cannot obtain mortgage financing because of this provision.
11. All Affordable Units within the Project shall be the principal place of residence for the Eligible Purchaser in accordance with the guidelines for the Housing Starts or New England Fund programs, depending on which program provides the Project subsidy.

Roads and Traffic

12. The main and secondary access road in the Project shall be built as depicted on the approved plans, subject to Tata & Howard final review of the construction detail specifications

Utilities

13. The Applicant has proposed and the Board requires, that the following aspects of the Project shall be and shall remain forever private, and that the Town shall not have, now or ever, any legal responsibility for their operation or maintenance:
- (a) stormwater management system;
 - (b) street lighting;
 - (c) all roadways, driveways and parking areas;

- (d) snow plowing;
- (e) landscaping;
- (f) trash removal;
- (g) sewer system (within the development); and
- (h) water system.

The Applicant and then the Condominium Association shall be responsible for the installation, operation and/or maintenance of all aspects (a) – (h) above.

14. Drainage:

The Project shall meet the following drainage design standards, which shall be subject to the favorable review of Tata and Howard:

- (a) The Massachusetts DEP Stormwater Management Guidelines.
- (b) The Massachusetts DEP "best management practices" with regard to water quality.

The Applicant shall provide split rail fencing with wire backing around detention ponds

15. Water:

The Project shall:

- (a) Meet all Town DPW design standards for water connections.
- (b) Comply with Town requirements for D.I. mains servicing the site.
- (c) Provide for a 10' horizontal separation or 18" vertical separation between water and sewer lines, as required by State and local regulations.

The location of hydrants shall to be subject to review and approval by the Fire Chief and the Water Department.

16. Sewer:

- (a) The sewer design for the project is subject to receipt of a Sewer Extension Permit.
- (b) The Project shall meet all Town DPW design standards for sewer connections.

17. Performance guarantee:

The Applicant shall execute a triparty agreement (with the Town and the lender) for completion of on- and off-site site improvements in a form and of a substance acceptable to the Board or its designee. The Applicant shall execute this agreement with the Town and its lender prior to the issuance of the first Certificate of Occupancy. The amount of the performance guarantee shall be based on the remaining costs, as determined by the Board or its designee to complete the site work plus a ten percent (10%) contingency and an additional two hundred fifty thousand dollars (\$250,000). If the construction period lasts more than two (2) years, the Board may require that the performance guarantee be increased to account for inflation. The "additional" two hundred fifty thousand dollars" is to ensure the availability of funds the Applicant has agreed to provide in support of the construction of the one-and a half million gallon capacity water tower referenced in Condition #38.

Any performance guarantee shall be subject to the following provision:

Upon the Applicant fully and satisfactorily performing in accordance with the conditions of this Decision, the obligation to provide the performance guarantee shall cease. Otherwise it shall remain in full force and effect and the aforementioned sum shall be paid to the Town as liquidated damages.

Condominium

18. The Affordable Units shall constitute a percentage (beneficial) interest in the condominium that shall be in proportion to the initial prices of the Affordable Units to the initial prices of the market-rate units.
19. The condominium association (Association) and purchasers of all units, shall be forever bound by all conditions and restrictions contained herein.
20. In addition to its other responsibilities, the Association shall be responsible for:
 - (a) Repairing and maintaining the on-site roadways, driveways and parking areas, and the stormwater management, water and sewer systems.

- (b) Ensuring that fire lanes and parking areas are kept clear at all times and that snow is appropriately stored on or removed from the premises.
- (c) Ensuring there is an annual inspection of the stormwater system conducted in the early spring and a report to the Board of Health on these inspections.
- (d) Ensuring that any building and surface exterior lighting shall be shielded in such a way that there will be no glare into the neighbors' houses and no interference with vehicular traffic.
- (e) Operating and maintaining all common areas and improvements, snow storage or removal, and trash collection.
- (f) Ensuring that unit owners submit to the Association copies of all applications for building permits.

21. The condominium documents shall provide that:

- (a) All votes shall be one unit one vote except where the condominium statute requires percentage interest votes.
- (b) There shall be no amendments to provisions concerning the Affordable Units or conditions set forth in this decision without Board approval.
- (c) Conditions set forth in the decision concerning condominium governance must be set forth in the documents (it does not suffice to simply reference the decision)
- (d) Upon turnover of the Association by the Declarant to the non-declarant unit owners, at least 25% of the trustees of the Association shall be owners of Affordable Units, unless such Unit Owners are unwilling to be trustees.
- (e) The Master Deed shall reference the deed rider and the regulatory agreement.
- (f) The Master Deed shall provide that in the event of condemnation or casualty, proceeds above the resale price of the Affordable Unit(s) as set forth in the Deed Rider shall be given to the Town to be used for affordable housing.

22. The Condominium documents shall be subject to review and approval by the Board and its legal counsel.

Construction

23. During construction, the Applicant shall conform to all local, state, and federal laws regarding noise, vibration, dust, and blocking of any roads. The Applicant shall at all times use all reasonable means to minimize inconvenience to residents in the general area. Construction shall not commence on any weekday before 7:00 a.m. and shall not continue beyond 7:00 p.m. On Saturdays construction shall not begin before 8:00am and shall not continue beyond 5:00pm. There shall be no construction on any Sunday or federal legal holiday.

For this condition, construction activities shall be defined as start-up of equipment or machinery, delivery of building materials and supplies; removal of trees; grubbing; clearing; grading; filling, excavating, import or export of earth materials, installation of utilities both on or off the site; demolition of existing structures; removal of stumps and debris; and erection of new structures.

24. No construction shall commence until detailed construction plans and specifications have been reviewed and have received final approval from the Subsidizing Agency, and until such Agency has granted or approved construction financing, and until subsidy funding for the Project has been committed.
25. This Project shall be built in at least three (3) phases. No more than thirty-three (33) units may be built in each phase, of which at least eight (8) units shall be Affordable Units. The Applicant may receive no more than thirty-three (33) certificates of occupancy for the Project in any twelve-month period. The infrastructure for each phase must be substantially completed by the end of the applicable phase. The Project shall be substantially completed within 5 years of the issuance of the first building permit, with the opportunity for extension in the event the Applicant can demonstrate to the satisfaction of the Board that there is reasonable cause for such extension.

Pre-Construction Review

26. Prior to the issuance of a building permit, the Applicant shall demonstrate to the satisfaction of the Board and/or its designee:
- (a) That it has submitted final plans, including landscaping, signage, and architectural plans to the Board and/or its designee for its review and that the Board and/or its designee has approved such final plans.
 - (b) That the Project has received an Order of Conditions from the Ayer Conservation Commission or DEP under the Massachusetts Wetlands Protection Act for proposed work in proximity of wetlands and riverfront areas on the parcel.

Pre-Occupancy Permit Review

27. Prior to the issuance of any certificate of occupancy, the Applicant shall demonstrate to the satisfaction of the Building Inspector:

(a) That the Board and its legal counsel have reviewed and approved the Condominium Documents.

General

28. The term "Applicant" as set forth herein shall mean the Applicant, its heirs, successors and assigns. The provisions of this Comprehensive Permit shall be binding upon the successors and assigns of Willow Road Development LLC, and the obligations shall run with the land. In the event that the Applicant sells, transfers or assigns any of its interest in the Project, this Comprehensive Permit shall be binding upon the purchaser, transferee or assignee. The provisions of the Limited Dividend Organization shall apply to the Project regardless of sale, transfer, or assignment. The final Project audit shall include all costs, profits and fees incurred as part of all sales, transfers or assigns.
29. The Applicant has requested, and the Board hereby authorizes those exceptions from the requirements of the Town Zoning By-Law and other local laws, rules and regulations, including the exceptions from local subdivision rules and regulations, zoning by-laws and other local by-laws as listed in Exhibit A hereto, so long as the project is constructed in accordance with the Plans and this decision.
30. Upon execution by the members of the Board, the Clerk of the Board is directed to file this decision with the Town Clerk and send a copy of this decision to the Applicant by certified mail and to the Department of Housing and Community Development by first class mail.
31. Any person aggrieved by this decision may appeal pursuant to Section 21 of the Act.
32. Subsequent to the end of all applicable appeal periods and prior to the commencement of construction, the Applicant shall record this decision in the Middlesex South District Registry of Deeds and shall provide the Board and the Building Inspector with documentation (book and page) of the filing of this decision or a copy of this decision with all recording information thereon.
33. If a winner of the initial lottery for affordable units has a physical handicap and requires modification to an Affordable Unit that he or she is eligible to purchase, the Applicant shall make any such reasonable modifications.
34. All reviews undertaken by third party consultants, including legal counsel, engaged by the Board pursuant to this Comprehensive Permit shall be paid for by the Applicant. This includes review of the triparty agreement referred to in Condition # 17.
35. The Project shall be connected to municipal water and municipal sewer services.
36. The Applicant shall pay all applicable fees in accordance with the fee schedule in effect as of the date on which the first application for a Building Permit is filed.
37. For units, there shall be no addition of any floor area beyond that which is shown on the Plans. For the Project site, except for a small storage shed proposed by

the Association and approved by the Board, there shall be no additional impervious coverage, shed, or other outbuilding beyond that which is shown on the Plans.

38. As referenced in Condition # 17, the triparty agreement shall include \$250,000 to aid in funding the cost of construction of a one and a half million gallon capacity water tower less the cost of a one million gallon capacity water tower. In the event that the cost to construct the additional one-half million gallon capacity is less than two hundred fifty thousand dollars (\$250,000) the remaining funds shall be returned to the Applicant. If the water tower is not constructed within five (5) years of commencement of construction of the Willows development, these funds shall be transferred to the Town for whatever purpose the Town deems appropriate. In recognition of the agreement between the Applicant and the Board of Selectmen, this Board waives one-hundred thousand dollars (\$100,000) of the water and sewer connection fees that would otherwise be required for this Project. These fees shall be waived on a pro-rata basis for all of the units in the Project.
39. The Applicant shall provide a "no driveway restriction" ensuring that driveways for the ANR Parcel shall not be placed within fifty (50) feet of the boundaries of the ANR Parcel and a restriction limiting the development and use of the ANR Parcel to no more than two single family homes. These restrictions shall be subject to review and approval by the Board and its legal counsel prior to issuance of a building permit for the construction of homes on the ANR Parcel located on Willow Road.
40. The Applicant shall pay the fees to the Board or its designee for the Project-related services of inspectors and testing agencies as required by the Board, to inspect all roadways, sewer, water, and stormwater systems during their construction, to ensure compliance with all applicable state and local laws, regulations, by-laws, and the terms and conditions of this Comprehensive Permit.
41. The Applicant shall provide to the Board a copy of the cost certification sent to CHAPA and/or MassHousing prior to the earlier of six (6) months after the issuance of the final certificate of occupancy for the Project or at the same time it is sent to CHAPA and/or MassHousing. Upon completion of the CHAPA audit of the Project, the Applicant shall provide the Board with a copy of said audit. If the Board chooses to have an independent audit of the Project performed, the Applicant shall pay the fees of said audit. At the same time the Applicant submits a copy of the cost certification to the Board, it shall also provide the Board with recording information (book and page) demonstrating that deed riders have been recorded for all of the Affordable Units.
42. The Project shall comply with the requirements set forth in the letter from Tata and Howard dated September 6, 2005 to Dale Taylor, Chairman, Zoning Board of Appeals.

RECORD OF VOTE

The following members of the Board vote to grant this Comprehensive Permit subject to the above-stated Conditions:

Dale Taylor ✓
Jennifer R. Hill
David B. Hill
A. Stuliffe

Filed with the Town Clerk on _____, 2005

Ayer Town Clerk

List of Exhibits

Exhibit A: List of Waivers

The Willows
Ayer, Massachusetts

List of Requested Exceptions to Local By Laws

We respectfully request the following variances to the Town of Ayer Bylaws.

ZONING BYLAWS:

Article IV – Use Regulations - Request waiver to allow for the construction of Multi Family Housing within a Heavy Industrial Zone.

Article IV – Section 3 – Request Waiver to allow for more than one building on a parcel.

Article IV – Section 12 – Dimensional Regulations

Request Waiver to allow 10 feet side yard offset (25 feet required)

Request Waiver to allow 25 feet side yard offset (30 feet required)

Article VII – Section 4B – Request waiver of this section.

Although sited within an Industrial District, the proposed usage is residential. The closest existing structure from any proposed structure is well in excess of the proposed 25 feet.

Article VIII – Section Cvi – Aquifer Protection District

Request waiver of this section. We request ZBA take jurisdiction over this section from the Board of Health. All state Storm water Management Policy practices are being adhered to.

Article IX – Rate of Development By-Law

Request waiver of this section. In lieu of the benefits provided through the production of affordable housing within the community, we request to be exempt from this regulation so the project can be developed as market absorption dictates.

The developer reserves the right to add or modify this list as needed as the project review process occurs.

Agreement Between The Town of Ayer and Willow Road Development LLC

The Town of Ayer, acting through it's Water Commissioners (also known as "the Board") and Mark O'Hagan of Willow Road Development LLC of Harvard MA (also known as "WRD") agrees to the following mitigation agreement associated with the "Willows" 40B development currently before the Zoning Board of Appeals.

Whereas the Town of Ayer has required the Developer of the Crabtree Subdivision to construct a one (1) million gallon water tank at that subdivision location, and

Whereas the Town is desirous of having the required water tank be increased in size to a one and one half (1.5) million gallon tank to better serve the future needs of the Town, and

Whereas WRD currently has a pending 40B application before the Zoning Board of Appeals for 94 housing units to be constructed off of Willow Road - 25 % of which shall be affordable units,

The Board and WRD agree to the following:

1. WRD shall establish an agreement with the Ridgeview Heights Developer Rick Roper to pay the additional cost of upsizing the water tank from a 1 million gallon capacity to a 1.5 million gallon capacity. The cost, as it relates to WRD, shall in no case exceed \$250,000.
2. The Town of Ayer shall waive \$100,000 of the cost of the water and sewer connection fees associated with the "Willows" housing units construction - the total fees of which are approximated to be \$272,000 at the current design.
3. The Board agrees to support the "Willows" project in it's current design form which consists of 94 residential housing units on approximately 27 acres.
4. This agreement shall be conditional upon the project being approved by the Zoning Board of Appeals in it's current design form. Any major change in the design form required by the Zoning Board of Appeals may, at WRD's option, trigger reconsideration of this Agreement.
5. The discounted water and sewer connection fees shall be done in a pro-rated fashion, so that the \$100,000 fee waiver shall be equally distributed to reduce the amount paid for each of the 94 units.

For the Town of Ayer:

For WILLOW ROAD DEVELOPMENT LLC

Faye L. Morrison
Constance A. Sullivan
Grant Ireland
Paul D. Bishop
Philine Conley

[Signature]
 MICHAEL ASSOCIATES, INC.
 WILLOW ROAD DEVELOPMENT, LLC

Date: 6-21-05

AYER CULTURAL COUNCIL APPOINTMENTS

The Town Administrator respectfully requests that the BOS appoint the following Ayer Residents to the Ayer Cultural Council to three (3) year terms from July 1, 2013 to June 30, 2016:

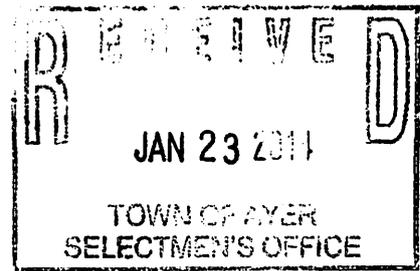
- Ms. Sheila Schwabe
- Ms. Deborah Kay
- Ms. Jane Morriss

The appointees have been asked to attend the BOS Meeting if there are any questions the BOS may have regarding their appointment. These appointees came highly recommended by Mr. Tony D'Amico of the Ayer Cultural Council (See Enclosed) and are recommended for appointment. Including these three Appointments, there are still three (3) vacancies on the Ayer Cultural Council.

CITIZENS' CONCERNS RE: 64 WESTFORD ROAD

- Two Citizens', Mr. Magno and Mr. Nash have contacted the Board of Selectmen regarding concerns about conditions at 64 Westford Road (The McNiff Farm). See enclosed correspondence.
- This correspondence has been sent to Town Counsel, Attorney Winner and Attorney Corbo for review.
- The Town Administrator has contacted the Nashoba Valley Board's of Health who have indicated that at this time they have no open matters with respect to the farm from a Board of Health perspective.
- The Building Commissioner has also been contacted and has indicated that he has no open matters with respect to the farm since Dec. 2013.
- The Chiefs have been contacted and have no open matters at this time.
- Mr. Ralph McNiff, the property owner has been contacted and will be attending the meeting.
- The Building Commissioner will be in attendance for this portion of the meeting.

January 22, 2014



Dear Selectmen,

As a concerned citizen of the town, I have been before the board several times regarding the condition of the McNiff farm. I first appeared approximately two years ago, and there has been very little progress since then. My concerns are the concerns of the vast majority of my neighbors in Pondview and many others in town. There are many vehicles that have not moved in years, there are several buildings that appear unsafe, the front yard is in a state similar to the other properties of focus, and from what is visible, the garage and interior of the home should be a concern should our public safety officials need to enter the premises, as well as, concerning from a Board of Health perspective. I am well aware of the property's classification as a farm, and as such, is entitled liberties other properties are not. However, many of my neighbors and I feel the condition of the property goes far beyond acceptable limits and should be deemed a nuisance. Selectman Hillman is the only one who outwardly is not afraid to speak his mind, take appropriate action, and support the people that put him in office.

The town building inspector visited the property several months ago and ordered a building to be taken down as it was structurally unsound. It still remains standing to this day. Where is the accountability? Is it not the obligation of the Board to hold town employees accountable to executing the responsibilities of the position they hold? If this Board is unable to do so, we, the citizens, need to elect officials that will act. Selectmen Luca, Fay, Conley and Livingston, is it your desire to return to your position in the next election? If so, you can no longer wait to act on this issue. The citizens are watching very closely. Have any of you been to this property recently?

We still believe a second building, the building closest to Westford Road, is also unsafe. The exterior may be structurally sound, but the flooring inside clearly is not. Is the town not budgeted for a full time inspector? What are we doing with these funds? Are you looking at this, and if so, what steps are you taking?

I do understand a process must be followed for all of the properties the Board is examining, but fail to comprehend why there has not been definitive resolution to this point. When I first appeared, Mr. Fay stated the Board has been involved with these properties for fifteen years. Seventeen years later, very little has been done. Had it not been for the efforts of Selectman Hillman, no progress would have been made at all. The majority of the Board seems to lack confidence and conviction on this issue.

Being on the outskirts of town, we can only surmise the Board feels this is not a priority; "out of sight, out of mind." It is certainly not out of the minds of the citizens, tax payers, and voters of Pondview. We all would like to see the entire Board take decisive action, not solely a single member. It is long overdue. As the elections draw near, I am confident this issue will remain fresh in the minds of the voters of Pondview, and all those citizens that pass this property and the similar properties scattered throughout the town.

Please address our concerns. We have waited long enough.

Thank you.

Sincerely,

Paul Magno

Robert Pontbriand

From: Nash, Jim M [mailto:Jim.Nash@ayr.org]
Sent: Wednesday, January 29, 2014 10:19 AM
To: ta@ayer.ma.us
Cc: Paul O. Magno
Subject: McNiff Farm

Mr. Pontbriand,

My name is Jim Nash. I was the first President of our association prior to Paul Magno taking over and met you several times and believed, at that point, you were an advocate for us and I appreciated it.

I believe this conversation about McNiff Farm began almost 3 years ago. I always believed that our elected officials were trying to do the right thing but after close to 3 years I am having my doubts.

My personal perspective is I want answers on what can and can't be done to eliminate the nuisance, safety and health concerns that I believe McNiff farm could cause. If legally nothing can be done that may not be the answer we want, but we have the right to have that discussion in an open forum. I think most of my fellow homeowners just want to know that all that can be done to make the farm and the association be able to coexist better is being done.

I run the Northeastern United States for a digital media company. My company has developed social media campaigns for companies such as Citizens Bank, CVS, and UPS, among others. I believe if the town will not take up this issue then we as residents of the Town of Ayer have the right to get our message out into the social media world so our fellow Ayer residents, as well as others, become aware of the issue and our frustration with our elected officials. I have found this to be a very effective way to quickly heighten the awareness of people.

If you could make sure the rest of the board receives this email I would appreciate it.

Thank you for your time and attention.

Jim

Sent from my iPad

MR. DAVID MAHER, DIRECTOR, DEPT. ECON. & COMM. DEVELOPMENT

- Mr. Maher will appear before the BOS regarding the enclosed CDBG Loan Apportionment Forgiveness Request (See Enclosed).
- The homeowner will also be in attendance.

Town of Ayer

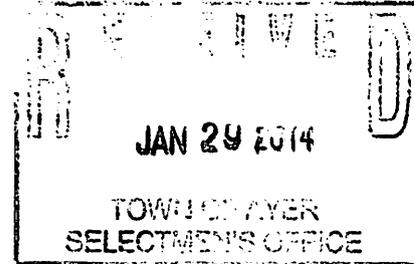
Department of Planning & Development

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



MEMORANDUM

TO: Board of Selectmen
FR: Alicia Hersey, Community Development Office
RE: Lien Subordination Request CASE 04-258
DT: January 30, 2014



The property owner of housing at 19 Oakridge Drive, due to extreme financial hardship is requested the Town forgive his mortgage on the property.

Assessed Value of Property (FY13)	\$265,800.00
Short Sale Contracted Sale Price of Property	\$212,000.00
First Mortgage (Out Standing Principle)	\$234,865.13
First Mortgage (Out Standing Past Due Balance)	<u>\$ 13,618.62</u>
	\$248,483.75
Balance of Town CDBG Program Assistance Loan	\$ 15,991.52
Maturity Date of Program Lien	June 7, 2020

Robert Vear is seeking to sell his property on a short sale. He is requesting Lien Forgiveness on the remaining balance of his 2005 Rehabilitation Loan with the Town. Mr. Vear has supplied this office with documentation for the short sale, his current financial status and the current market value of the property. Attached is a letter from Mr. Vear requesting the Town's forgiveness of his loan. Also attached are minutes from the May 22, 2012 BOS meeting when a similar situation was addressed by the Board.

At this time it is the Board's decision whether to approve or deny the request that the Mortgage between the Town of Ayer and Robert E. Vear be discharged.

To: Board of Selectman, Ayer, MA
From: Robert Vear, owner 19 Oakridge Drive, Ayer, MA 01432

Date: January 29, 2014

Dear Selectman,

Due to financial hardship, and a pending "short sale" on my home, I am asking that the town forgive an existing Ayer Housing Rehab loan against my property, acquired in 2005.

I have lived in Ayer since 1979, when I built my house on Oakridge Drive, raised 3 children and lived comfortably. In the mid 1990s, my then wife began to have medical problems, to the point where she was unable to maintain continuous work, and our income fell. I was still able to provide the basic necessary support for my family, but the home was in need of repair and upgrade, which I did my best to complete but was unable to financially support. Shortly thereafter, with a faltering economy, I was laid off.

After trying to find work unsuccessfully, I decided to start my own business, while looking for work simultaneously, and was able to secure part time work, both in and out of my company, but nothing permanent. In 2007 I was divorced, bought the house from my wife, and continued to live with 2 of my children, until a few years later when they were able to find their own apartments, and move out.

Alone, I have been unable to maintain the house, and first considering a traditional sale, realized that I was financially under water. Unable to maintain the property, which I am no longer occupying, I have had to pursue a short sale. The mortgage lender has a current buyer who is very interested in purchasing the property, but we cannot move forward without satisfying the current outstanding Rehab Loan against the house.

I am requesting that the town forgive the remaining amount on my loan from 2005, with a balance of approximately \$15,000. This will enable the new buyers to acquire the home and begin to make needed improvements immediately, enhancing the neighborhood and property values.

I thank you for your consideration.

Respectfully,



Robert E. Vear

22 Heather Court
Nashua, NH 03062

5-22-12

to approve the current revised and finalized Personnel Policy as presented by the Personnel Board. Selectman Luca aye, Selectman Hillman aye, Selectman Maxant no, Selectman Conley no, Chairman Fay aye, 3-2 motion passes. Chairman Fay thanked the Personnel Board for all work and requested the Town Administrator get the Policy out to all departments. Chairman Fay also putting out a request for volunteers advising to the Personnel Board having two (2) openings, interested candidates to contact Mr. Pontbriand.

Agenda Item #5. Town Administrator's Report-

1. Administrative Update-see report dated 5-2-12 to 5-21-12-Mr. Pontbriand reported on his matrix of project task list/s requesting the Board to contact him if they have questions or concerns re same.

2. Automated Climate Controls-Ayer Town Hall-Mr. Pontbriand presented the contract successfully procured for the Town Hall advising the Board to the successful bidder BCM Controls of Woburn, MA (Company that did the Wastewater Treatment Plant System Upgrade). Mr. Pontbriand presented the contract in the amount of \$57,675.00 funding from the Green Communities Grant. Selectman Luca moved the Board vote to approve the Contract to BCM Controls of Woburn MA in the amount not to exceed \$57,675.00, 2nd by Selectman Maxant VOTE: unanimous, so moved. Selectman Conley requesting Certificate of Insurance Mr. Pontbriand advising to it being on file and will make it available.

Agenda item #6. Economic Development Report-The Board met with Susan Provencher, Business Manager.

1. Ayer Housing Rehab Program-Request for Lien Forgiveness- Present for the discussion Jean McKenna. Case # 03-257E. Ms. Provencher gave the Board a brief background re CDBG house funded in Fy-03 for \$30,175.00 and completed in Fy-04 also funded with Gap Filler in the amount of \$3,150.00 and through (GTLO) in the amount of \$18,400.00 along with homeowner funding of \$33,688.00 advising to all the work done involved de-leading the property. Ms. Provencher advising to the owner/s now preparing to sell the house. When the property is sold they must repay the State \$19,978 (\$18,400 for project and remainder close out cost re the GTLO loan) Ms. Provencher advising to the owners owing the Town \$24,438 advising to CDBG and Gap Filler funds are to be repaid to the Town if the property is sold before the 15-year period but more than five (5) years has gone by the amount to be repaid will go down 1/120th/per month. Ms Provencher advising to the homeowner requesting a full or partial waiver of repayment of Town's lien in the amount of \$24,438.00 advising to the home owners spending much more on rehabilitating the property. Selectman Maxant stating his concerns re funding forgiveness takes money away from somewhere else Ms. Provencher advising from Program Income, less money available to run office. Selectman Conley moved the Board waive entire repayment of \$24,438.00, 2nd by Selectman Luca stating he does not wish to set precedent agreeing with and Selectman Conley stating each case is weighted on its own merit. Selectman Maxant stating this has never been done before. VOTE: Selectman Conley aye, Selectman Luca aye, Selectman Hillman aye, Selectman Maxant no, Chairman Fay aye, 4-1 motion passes.

2. Sale of Spaulding Building-25 Main Street- Present for discussion Calvin Moore.-Selectman Hillman requesting to be recused from discussion due to brother-in-law involved in sale and left the table due to conflict of interest. Ms. Provencher advising to DHCD requesting something in writing stating the Town approves the sale of 25 Main Street as long as the rental restriction on the building stays in place. Ms Provencher advising once DHCD received written notice they would proceed with their approval. Selectman Luca moved the Board approve sending a letter to DHCD stating the Town's approval of the sale of the Spaulding Building, 25 Main Street, with the condition that the rental registration that is on the building stay in place, 2nd by Selectman Conley requesting the letter be prepared for the Board's review and advised to letter to be drawn up by DHCD, VOTE: unanimous, so moved.

3. Drug Court Grant Submission-Ms Provencher updated the Board to the town completing the third year grant from SAMHSA that assists with support of the running of the Drug Court in Ayer and Concord. Ms. Provencher advised the Board to meeting with Advocates, Judge Brook's rep, and she or David on 5-24-12.

5-22-12

POLICE CHIEF WILLIAM MURRAY

- Chief Murray will appear before the BOS regarding the following:
 - Full-Time Dispatcher Appointment (See Enclosed)



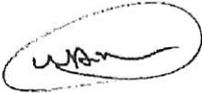
AYER POLICE DEPARTMENT

54 Park Street · Ayer, Massachusetts 01432-1161
Tel. (978) 772-8200 · Fax (978) 772-8202



William A. Murray
Chief of Police

MEMORANDUM

To: Board of Selectmen
From: Chief William A. Murray 
CC: TA Pontbriand, Casey Scott, file
Date: January 27, 2014
Re: Dispatcher Appointment

I am respectfully requesting that the Board appoint, effective February 4, 2014, Casey Scott to the position of Full-Time Dispatcher to replace the position left open by a resignation. Casey has worked for the Town/Department since August 2010 as a Part-Time Dispatcher. In May 2013 Casey stepped up to assist the Department by taking on Full-Time duties, to cover for the absence of a Dispatcher out sick, without receiving Full-Time benefits. He has proven himself "under fire" and has earned this appointment. I have unofficially discussed this with the Fire Chief who concurs. I am further requesting that the Board take into account Casey's total time in service and appointment him to Step 2 status.

TOWN-WIDE LIFE INSURANCE UPDATE/DISCUSSION

- The Town Administrator and Assistant Treasurer will appear before the BOS regarding questions the BOS may have about the recently adopted Town-Wide Life Insurance increase from \$2,000 to \$5,000 at 75%-25% for active employees and 50%-50% for retirees. (See Enclosed).
- The passage of this policy was contingent upon Fin Com review and input. The Town Administrator discussed the item with the Fin Com on January 22, 2014 and provided the enclosed memo (See Enclosed). The item is still under review by the Fin Com.
- The Town's Insurance Advisory Committee (IAC) has recently contacted me that they will be convening a meeting shortly to discuss Life Insurance and other Insurance matters.

LIFE 2,000 BREAKDOWN-CURRENT

\$1.52 x 2,000 x 69 (active) = \$209.76 (monthly)

\$1.52 x 2,000 x 144 (retired) = \$437.76 (monthly)

TOTAL MONTHLY: \$647.52

EMPLOYEE/RETIREE PORTION

\$209.76 x 25% = \$52.44

\$437.76 x 50% = \$218.88

TOTAL MONTHLY: \$271.32

ANNUAL AMOUNT

\$271.32 x 12 = \$3,255.84

TOWN PORTION

\$209.76 x 75% = \$157.32

\$437.76 x 50% = \$218.88

TOTAL MONTHLY: \$376.20

ANNUAL AMOUNT

\$376.20 x 12 = \$4,514.40

LIFE 5,000 BREAKDOWN

$\$1.72 \times 5,000 \times 69$ (active) = **\$593.40 (monthly)**

$\$1.72 \times 5,000 \times 144$ (retired) = **\$1,238.40 (monthly)**

TOTAL MONTHLY: \$1,831.80

EMPLOYEE/RETIREE PORTION

$\$593.40 \times 25\% = \148.35

$\$1,238.40 \times 50\% = \619.20

TOTAL MONTHLY: \$767.55

ANNUAL AMOUNT

$\$767.55 \times 12 = \$9,210.60$

TOWN PORTION

$\$593.40 \times 75\% = \445.05

$\$1,238.40 \times 50\% = \619.20

TOTAL MONTHLY: \$1,064.25

ANNUAL AMOUNT

$\$1,064.25 \times 12 = \$12,771.00$

LIFE 10,000 BREAKDOWN

$\$1.92 \times 10,000 \times 69$ (active) = **\$1,324.80 (monthly)**

$\$1.92 \times 10,000 \times 144$ (retired) = **\$2,764.80 (monthly)**

TOTAL MONTHLY: \$4,089.60

EMPLOYEE/RETIREE PORTION

$\$1,324.80 \times 25\%$ = **\$331.20**

$\$2,764.80 \times 50\%$ = **\$1,382.40**

TOTAL MONTHLY: \$1,713.60

ANNUAL AMOUNT

$\$1,713.60 \times 12$ = **\$20,563.20**

TOWN PORTION

$\$1,324.80 \times 75\%$ = **\$993.60**

$\$2,764.80 \times 50\%$ = **\$1,382.40**

TOTAL MONTHLY: \$2,376.00

ANNUAL AMOUNT

$\$2,376.00 \times 12$ = **\$28,512.00**

Board of Selectmen

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



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

Town Administrator
(978) 772-8210

MEMORANDUM

DATE: January 8, 2014

TO: Ayer Finance Committee

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: Town-Wide Life Insurance Increase Approved by BOS on January 7, 2014

As the Finance Committee is aware, the Board of Selectmen in conjunction with the Insurance Advisory Committee (IAC) have been working for some time to update the Town's Life Insurance amount and to make the issue(s) of Life Insurance a Town-Wide Policy. As the Fin Com is aware, the Town's current Life Insurance offering is \$2,000 per Employee with a (75%-25% split for active Employees and a 50%-50% split for Retirees).

The amount of \$2,000 has been in place since approximately 1959 (no records exist as to when and how this came into effect) and the split between the Town and Employee/Retiree has been in place for as long (again, no records exist as to when and how this came into effect). Finally, upon a close examination of the Town's various collective bargaining and/or employment contracts, there is no uniformity of the amount and the funding split across the contracts.

The IAC made a recommendation to increase the current \$2,000 Life Insurance amount to \$10,000 with a 75%-25% split (Active Employees) and 50%-50% (Retirees).

On Tuesday, January 7, 2014, the Ayer Board of Selectmen voted unanimously at their Open Session meeting to increase the amount of the Town of Ayer's Life Insurance from the current amount of \$2,000.00 per employee to \$5,000.00 per employee subject to review and input from the Ayer Finance Committee. Attached are the original proposals for \$2,000 (current); \$5,000 (increase approved by BOS); and \$10,000 (IAC recommendation).

The Town Administrator and Assistant Treasurer are currently working on obtaining updated proposals/costs/financial impact for the proposed increase from \$2,000 to \$5,000 as well as additional information pertaining to the funding split. Once that information becomes available (hopefully by January 22, 2014 when the Town Administrator comes before the Fin Com) it will be transmitted to the Fin Com. If you have any questions, please do not hesitate to contact me. Thank you for your time and consideration.

Attachment.

Cc: Ayer Board of Selectmen; Town Accountant; Treasurer; Assistant Treasurer; Det. Kellie Barhight (IAC Chair)

GROUP
INSURANCE
PROPOSAL

NAME OF COMPANY:

TOWN OF AYER

PRESENTED BY:

BOSTON MUTUAL LIFE INSURANCE COMPANY

DATE: January 14, 2014

Schedule of Benefits

Town of Aver

Basic Life and AD&D

(Proposed Plan 1)

<u>Employee Class</u>	<u>Life Insurance</u>	<u>Accidental Death & Dismemberment</u>
Eligible Active Employees	\$5,000	\$5,000
Retirees	\$5,000	\$5,000

Group Life Insurance includes:
 Waiver of Premium for Total Disability
 Conversion Privilege
 Portability
 Bereavement Counseling

Group AD&D includes:
 24 Hour AD&D
 Education Benefit
 Seat Belt Benefit
 Repatriation of Remains

Monthly Premium Cost

<u>Type of Coverage</u>	<u>Volume of Insurance</u>	<u>Rate</u>	<u>Monthly Premium</u>
Life	<u>*\$1,015,000</u>	<u>\$2.03 Per \$1,000</u>	<u>\$ 2,060.45</u>
AD&D	<u>*\$1,015,000</u>	<u>\$.03 Per \$1,000</u>	<u>\$ 30.45</u>
		Total Monthly Premium	<u>\$ 2,090.90</u>
		Total Annual premium	<u>\$25,091.00</u>

*Volumes and rates are based on enrollment of 69 active employees and 134 retirees currently insured as of January 1, 2014. Rates assume no changes to the current Voluntary Life and AD&D Insurance Program.

Schedule of Benefits

Town of Ayer

Basic Life and AD&D

(Current Plan Renewal Rate effective June 1, 2014)

<u>Employee Class</u>	<u>Life Insurance</u>	<u>Accidental Death & Dismemberment</u>
Eligible Active Employees	\$2,000	\$2,000
Retirees	\$2,000	\$2,000

Group Life Insurance includes:
Waiver of Premium for Total Disability
Conversion Privilege

Group AD&D includes:
24 Hour AD&D

Monthly Premium Cost

<u>Type of Coverage</u>	<u>Volume of Insurance</u>	<u>Rate</u>	<u>Monthly Premium</u>
Life	*\$406,000	<u>\$1.79 Per \$1,000</u>	<u>\$ 726.74</u>
AD&D	*\$406,000	<u>\$.03 Per \$1,000</u>	<u>\$ 12.18</u>
		Total Monthly Premium	<u>\$ 738.92</u>
		Total Annual premium	<u>\$8,867.00</u>

*Volumes and rates are based on enrollment of 69 active employees and 134 retirees currently insured as of January 1, 2014.

Schedule of Benefits

Town of Ayer

Basic Life and AD&D

(Proposed Upgraded Plan 1)

<u>Employee Class</u>	<u>Life Insurance</u>	<u>Accidental Death & Dismemberment</u>
Eligible Active Employees	\$5,000	\$5,000
Retirees	\$5,000	\$5,000

Group Life Insurance includes:
 Waiver of Premium for Total Disability
 Conversion Privilege
 Portability
 Bereavement Counseling

Group AD&D includes:
 24 Hour AD&D
 Education Benefit
 Seat Belt Benefit
 Repatriation of Remains

Monthly Premium Cost

<u>Type of Coverage</u>	<u>Volume of Insurance</u>	<u>Rate</u>	<u>Monthly Premium</u>
Life	<u>*\$1,015,000</u>	<u>\$1.69 Per \$1,000</u>	<u>\$ 1,715.35</u>
AD&D	<u>*\$1,015,000</u>	<u>\$.03 Per \$1,000</u>	<u>\$ 30.45</u>
		Total Monthly Premium	<u>\$ 1,745.80</u>
		Total Annual premium	<u>\$20,950.00</u>

*Volumes and rates are based on enrollment of 69 active employees and 134 retirees currently insured as of January 1, 2014. Rates assume New Issue Age Voluntary Life and AD&D Insurance plan implemented and an open enrollment conducted prior to June 1, 2014. Upgrade of the Basic to the latest policy series GRTP with a two year rate Guarantee.

Proposal for Group Voluntary Life and Accidental Death & Dismemberment for

TOWN OF AYER- ENHANCED PLAN

Proposed Effective Date: TO BE DETERMINED

Schedule of Benefits

Employee Life and AD&D: **\$10,000 to \$500,000**

An employee may elect units of \$10,000 to a maximum of the lesser of 5 times salary or \$500,000.

Spouse Life and AD&D: **\$5,000 to \$100,000**

An employee may elect units of \$5,000 to a maximum of \$100,000, not to exceed 50% of the employee's amount.

Dependent Child(ren) Life Insurance Only: *Age 14 days to 1 year \$1,000*
Age 1 year to 19 years (Age 25 if full-time student) 10,000

Guaranteed Issue Amounts

	Under Age 60	Ages 60 – 69	Ages 70 and Over
Employee:	\$100,000	\$50,000	\$10,000
Spouse:	\$30,000	\$20,000	Not Eligible

All Dependent Child(ren) coverage is Guaranteed Issue.

Amounts in excess of the Guaranteed Issue Amount are subject to Evidence of Insurability satisfactory to Boston Mutual Life Insurance Company.

Insurance Reduction Schedule

Employee insurance is reduced to 65% of the original benefit at age 70; 50% at age 75; 35% at age 80; 25% at age 85; 20% at age 90; 15% at age 95.

Spouse's insurance shall terminate upon the attainment of age 70.

Dependent Children shall terminate upon notice to Boston Mutual that all dependent children are no longer eligible.

All insurance benefits terminate upon retirement.

"Your Choice for Group Insurance"

Please consult the Policy and/or Certificate for any applicable limitations, exclusions, and other policy provisions.

Form BML0605 Rev 2/08 - Exp 2/10



Policy Series GRTP (4/99)

Monthly Premium Cost Exhibit Page for

TOWN OF AYER – ENHANCED PLAN

Proposed Effective Date: TO BE DETERMINED

**** Premium rates are based on age at issue and do not change as each individual moves to higher age bracket.**

Monthly Employee and Spouse rates per \$1,000**

<u>Age</u>	<u>Life</u>	<u>AD&D</u>	<u>Total Life and AD&D</u>
Less than 35	\$.08	\$.03	\$.11
35 - 39	\$.12	\$.03	\$.15
40 - 44	\$.19	\$.03	\$.22
45 - 49	\$.31	\$.03	\$.34
50 - 54	\$.51	\$.03	\$.54
55 - 59	\$.79	\$.03	\$.82
60 - 64	\$1.25	\$.03	\$1.28
65 - 69	\$2.12	\$.03	\$2.15
70 - 74	\$3.78	\$.03	\$3.81
75 & Over	\$6.49	\$.03	\$6.52

Monthly Dependent Child(ren) Rate: \$1.90 per \$10,000 Family Unit

The proposed rates are based upon the census data provided to Boston Mutual Life. Final rates will be based upon the actual enrollment census.

- ◆ This Proposal is valid until 4/30/14.
- ◆ At least 20% of the eligible employees but not less than 10 must be enrolled. The policy will automatically terminate when participation falls below 10 lives.
- ◆ Insurance applied for shall not take effect until the Application has been approved by Boston Mutual Life at its home office.
- ◆ Eligible Employees who are disabled on the date their insurance would otherwise become effective shall become insured on the date they return to Active Work.
- ◆ This proposal is intended to explain certain portions of the coverage. It does not constitute the policy. Any discrepancies between this proposal and the policy will be resolved by the wording contained in the policy..
- ◆ Spouse and/or Dependent coverage is available providing the employee has elected coverage.
- ◆ Issue age billing means that employees enroll and are billed based on their age bracket rates. Once enrolled, the employees, spouse and children rates do not change during the rate guarantee period. After the initial rate guarantee period, the group is subject to an annual review and possible rate changes. Issue Age pricing option does not impact the terms and conditions of this product.

Group Life Insurance Features:

- Accelerated Death Benefit
- Conversion Privilege
- Portability
- Waiver of Premium
- Bereavement Counseling

Group AD&D Insurance Features:

- 24 Hour Coverage
- Education Benefit
- Seat Belt Benefit
- Repatriation of Remains Benefit

Group Term Life Insurance Benefit Summary

"Your Choice for Group Insurance"

Please consult the Policy and/or Certificate for any applicable limitations, exclusions, and other policy provisions.



Death Benefit

The amount of life insurance for which an employee is insured will be paid to the beneficiary in the event of the employee's death from any cause at any time or place. An employee may name any beneficiary, other than the employer, and may change this designation at any time.

Accelerated Death Benefit

An insured employee with a life expectancy of twelve months or less, and who qualifies for the Accelerated Death Benefit may elect to receive a portion of the death benefit while still living. This benefit is payable only once during the insured's lifetime and will result in the proportionate reduction of the Life Insurance. The remaining Life Insurance will be payable to the beneficiary upon the insured's death.

Conversion Privilege

The employee has 31 days to convert any or all of his life insurance, which has terminated for any reason other than the employee did not pay the required premium. The employee may convert his/her Life Insurance to an individual whole life policy without evidence of insurability, subject to the policy provisions. The premium rate for the converted policy is based on the insured's age at the time of conversion. Waiver of premium is not available on a converted policy. Spouse and dependent coverage, if in force, may also be converted in accordance with policy provisions governing conversion.

Layoffs, Leave of Absence

The Group Policy permits continuance of insurance on employees who are temporarily laid off or granted a leave of absence.

Portability

If the employee terminates employment, the insured employee may continue the employee and dependent Group Life Insurance. The employee pays the premium on the ported coverages directly to Boston Mutual. To be eligible for Portability the employee must be under age 60 on the day employment ends; and the employee's coverage is not continued under the Waiver of Premium; and the employee's Group Life Insurance coverage has not been converted. The Insured Dependent's Life Insurance may not be continued if the Employee's Group Life Insurance is not continued; or if the Insured Dependent is age 60 or greater. Waiver of Premium and Accidental Death and Dismemberment is not available on the ported policy.

The ported coverage is terminated at age 70. At which time the insured is eligible to convert under the Conversion Provision of the policy. *Not available in the state of Washington.*

Total Disability Waiver Premium (if elected)

If an employee is totally disabled prior to age 60 and otherwise qualified, premiums will be waived for the employee, spouse and dependent children. Should death occur during total disability, the amount of Life Insurance will be paid to the designated beneficiary.

Actively At Work

Eligible Employees who are disabled on the date their insurance would otherwise become effective shall become insured on the date they return to Active Work.

Eligibility

All employees working at least 20 hours a week, or the minimum hours specified in the group application, are eligible for insurance on the effective date of the plan provided they are actively at work on that date. New employees are eligible on the date specified in the group application.

A Spouse of an insured employee, under the age of 70 and unmarried children age 14 days to 19 years, 25 if full-time student, or handicapped children over the age of 19 are also eligible for insurance.

Dependents may not be insured if they are confined in a medical facility.

A spouse or child who is an Employee cannot be insured as a Dependent. If both spouses are Employees then their children will be insured as Dependents of only one spouse.

Guaranteed Issue

Guarantee Issue coverage will become effective on the later of, the effective date of the group policy or the date the application is received by Boston Mutual provided the application is received within 31 days of first becoming eligible. Evidence of Insurability satisfactory to Boston Mutual Life is required for amounts in excess of the Guaranteed Issue amounts and for applications received after 31 days of first becoming eligible. Coverage in excess of the Guaranteed Issue amount will become effective on the date the evidence of insurability is approved by Boston Mutual Life.

"Your Choice for Group Insurance"

Please consult the Policy and/or Certificate for any applicable limitations, exclusions, and other policy provisions.

Form BML0605 Rev 2/08 - Exp 2/10



Policy Series GRTP (4/99)

Group Term Life Insurance Benefit Summary

Evidence of Insurability

Evidence of Insurability satisfactory to the Company will be required if: (1) The amount of insurance requested exceeds the Guarantee Issue Amount; or (2) Any Enrollment or increase is requested more than 31 days after the individual was first eligible.

Reduction Provisions

The Employee's, Spouse's and Dependent's Life and AD&D Insurance may be subject to reductions in amounts of insurance as stated in the Schedule of Benefits. Reductions become effective on the employee's birthday unless noted otherwise on the group application.

Please refer to the Schedule of Benefits for possible reductions in amounts of insurance for Spouses and Dependents.

Employee Termination

Employee Insurance will terminate on the first of the following dates: *termination of the Group Policy; if the employee pays all or part of the premium for his or her coverage, the date the employee fails to make a required premium contribution before the end of the grace period; termination of employment; or the date the employee is no longer in an eligible class under the group policy.*

Spouse/Dependent Termination

The insurance for dependents will terminate on the earliest of the following dates: *the date the insured employee's insurance ends; the date the insured employee's employment ends; the date the person ceases to be a dependent as defined in the group policy; the date the coverage or the group policy is terminated.*

Bereavement Counseling

Our Counseling partner, Health Management Systems of America- a nationally recognized leader in the field of Mental and Behavioral Health Care Services, provides this service to all beneficiaries who experience the loss of a loved one. HMSA offers access to a toll-free counseling service supported by professional counselors experienced with the human emotions associated with the death of a loved one.

This Proposal

This proposal constitutes Boston Mutual's entire offer of insurance. It is based upon the employee census and other information provided to Boston Mutual. If the enrollment census or any other information provided to Boston Mutual differs from the information upon which the proposal was based, the Company reserves the right to modify or withdraw this offer. Changes to the terms of this proposal may only be made by Boston Mutual and must be communicated in writing.

This summary is intended to provide a brief description of the important features of Boston Mutual's group plan. This summary does not constitute the policy and may not contain all the policy limitations and exclusions. Any discrepancies between this proposal and the policy will be resolved by the wording contained in the policy.

The insurance described in this proposal shall not take effect until Boston Mutual, at its Home Office and prior to the requested effective date, has received the application, enrollment forms, one month's premium and has approved the application for insurance.

Boston Mutual reserves the right to withdraw or revise the terms of this proposal following our review of these materials.

State variations to plan design, benefit maximums, and other policy provisions may apply. A sample copy of the policy may be obtained from the Group Sales Representative.

"Your Choice for Group Insurance"

Please consult the Policy and/or Certificate for any applicable limitations, exclusions, and other policy provisions.

BML0605 Rev 2/08 - Exp. 2/10



Policy Series GRTP (4/99)

Group Accidental Death and Dismemberment (AD&D) Benefit Summary

24 Hour AD&D

If an employee has an accident from any cause at any time or place while insured and suffers a loss as shown below, we will pay the following subject to policy exclusions: *the full amount of AD&D Insurance for loss of life; both hands or both feet; sight of both eyes; one hand and one foot; one hand and sight of one eye; one foot and sight of one eye or one-half of the AD&D Insurance for the loss of one hand or one foot; or sight of one eye.*

We will not pay any AD&D benefits if the loss is caused or contributed by:

1. *suicide or attempted suicide while sane or insane;*
2. *intentionally self-inflicted injury, or any attempt at injury, while sane or insane;*
3. *insurrection, riot, war or any act of war. War includes declared or undeclared war or armed conflict involving the military force of any country, international organization, or combination of countries;*
4. *diseases, bodily or mental infirmity, or medical or surgical treatment for any of these;*
5. *ptomaine or bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;*
6. *accident which occurs while the Employee is serving on active duty for 30 days or more in any armed forces;*
7. *travel or flight (including getting in or out, on or off) in any aircraft or device which can fly above the earth's surface, if: the aircraft or device is being used: for test or experimental purposes; or by or for any military authority; or for travel, or is designed for travel, beyond the earth's atmosphere; or by or for the Policyholder (this exclusion applies whether the aircraft or device is owned, leased, operated, or controlled by the Policyholder. Charter aircraft are not excluded); or the Employee is serving as a pilot or crew member (or student taking a flying lesson) and is not riding as a passenger; or hang gliding; or parachuting, except when the employee has to make a parachute jump for self preservation;*
8. *commission of an assault or felony by the Employee;*
9. *the Employee's intoxication ("intoxication" means that the Employee's blood alcohol content meets or exceeds the legal presumption of intoxication under the laws of the state where the Accident occurred);*
10. *the voluntary taking or inhalation of: any drug, medication or sedative, unless taken as prescribed by a physician; alcohol in combination with any drug, medication or sedative; or poison, gas or fumes other than as the result of an occupational accident;*
11. *injury which occurred before the Employee was insured by this Policy.*

Portability

AD&D is not available on the ported policy.

Education Benefit *(Not available in all states)*

If the Employee dies as a result of an accident while covered under Group Voluntary Accidental Death and Dismemberment Insurance, each qualifying dependent will receive an "Education Benefit". This benefit is payable for up to four years in an amount equal to 2% of the insured Employee's life insurance, but not more than \$2,500 per year. This is in addition to all other policy benefits.

Seat Belt Benefit *(Not available in all states)*

If an insured's death is the result of an automobile accident and the insured was wearing a properly secured seat belt, we will pay an additional 50% of the Accidental Death Benefit up to \$10,000. The driver must not have been intoxicated.

Repatriation of Remains Benefit *(Not available in all states)*

If an employee dies as a result of an Accident while insured and the death occurs outside a 100 mile radius from his or her primary residence, we will pay for Covered Expenses reasonably incurred to return his or her body to their primary residence up to \$5,000.

"Your Choice for Group Insurance"



Please consult the Policy and/or Certificate for any applicable limitations, exclusions, and other policy provisions.

TOWN ADMINISTRATOR'S REPORT

Report of Executive Session Items from Jan. 28, 2014 per OML

- Approval of RFT for Officer M. Power 111F Medical Bills in the amount of \$2,568.26, (subject to Fin Com Approval).
- BOS acceptance of Personnel Board's Recommendation that the supervisory authority of the Assistant Treasurer be transferred to under the Town Administrator for an indefinite period of time (Memo requested by BOS and to be provided by 2/4/2014)

BOS Opening of the 2014 Annual Town Meeting Warrant

- The BOS is respectfully requested to official open the 2014 Annual Town Meeting Warrant.

Business Certificates Update

- At the request of the BOS on January 21, 2014, enclosed is a Memo Update on Business Certificates from Economic Development. The Town Clerk and Tax Collector has also been invited to attend the meeting. (See Enclosed)

DPW Water Shut-Off Policy Update

- At the request of the BOS enclosed is a Memo Update from Superintendent Wetzel regarding the Water Shut-Off Policy. (See Enclosed). NOTE: The Superintendent will not be in attendance due to a previous obligation/commitment.

GPS/Transponders for Town Vehicles Update

- At the request of the BOS enclosed is a Memo Update from the Town Administrator regarding GPS/Transponders for Town Vehicles. (See Enclosed)

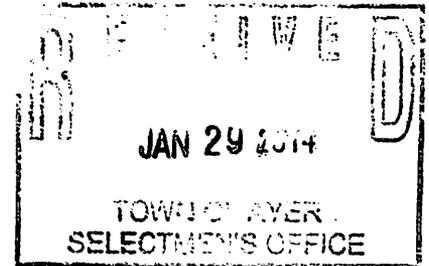
Town of Ayer

Office of Community & Economic Development

Town Hall ♦ One Main Street ♦ Ayer, MA 01432 ♦ 978-772-8206 ♦ Fax: 978-772-8208



TO: Ayer Board of Selectmen and Town Administrator
FR: David Maher
RE: Business Certificates Update for Feb. 4th BOS meeting
DT: January 28, 2014



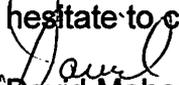
To the Members and Town Administrator:

The Office of Economic Development has continued to make progress to update the list of the Town's businesses and the status of those businesses required to have a Ayer Business License.

- 1) The list has been established with the work of Alicia Hersey, Cindy Knox and David Maher
- 2) At Mr. Maher's request some final details are being added to this list so that it can be used for a number of applications within the Economic Development office (especially as a mail merge document.)
- 3) Per the direction of the Board of Selectmen and/or Town Administrator, this list will be used to identify the status of businesses either currently in possession of a valid license or out of compliance and how to go about assisting out-of-compliance business to comply.
- 4) Per that direction, either to continue and establish a baseline process, or curtail any future actions, the Office of Economic Development will continue accordingly.

5)

If you have any questions I can answer prior to your February 4th meeting please don't hesitate to call me at 978-772-8206


David Maher
Director, Economic and Community Development
Town of Ayer

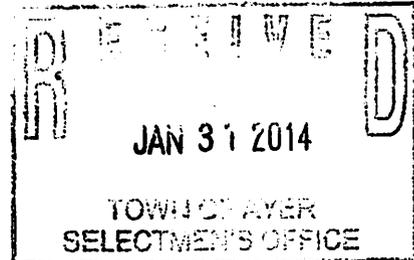
DEPARTMENT OF PUBLIC WORKS

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

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

Memorandum

Date: January 30, 2014
To: Robert Pontbriand, Town Administrator
From: Mark Wetzel P.E., Public Works Superintendent
Re: Water Shut-Off update



In 2013, the DPW sent out 50 notices to the top unpaid water and sewer accounts. The process involves sending an initial letter notifying that the account is more than 30 days past due. A second letter is sent if payment is not received within 15 days, followed by a third and final notification stating that the water service will be shut off on a specific date, unless payment is made. We have a written process that describes the steps, time frames and options. We have instituted a payment plan program and a hardship program. So far, the process has been successful in collecting the past due accounts.

This has been a slow process to implement for several reason.

- The DPW switched Water and Sewer billing systems in June. The payment history and AR were in two different programs.
- Due to the billing system change and the recent implementation of the process, we do not have an automated system. It requires us to manually review account data, develop a list, type up notice letters, track payments and set up payment programs.
- The Water and Sewer Lien list was prepared in December. The new billing software was not set up to calculate liens and modify incorporate it into the system. This was a time consuming process and we are still working out the "bugs".
- With the lien process, most past due accounts have switched to liens.
- We are beginning the installation of the new automatic meter reading equipment which will improve our meter reading and billing efficiency, but will take staff time to get up and running.

We will review the past due accounts in February and begin the notification process for the top 25 accounts.

Board of Selectmen

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



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

Town Administrator
(978) 772-8210

MEMORANDUM

DATE: January 31, 2014

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: GPS/Transponders for Town Vehicles Update

In response to the request of the BOS at the January 21, 2014 Meeting, I offer the following update with respect to the potential policy of GPS/Transponders for Town Vehicles:

- The Town Administrator has put together a Working Group for the issue to include: DPW Superintendent; Police Chief; Fire Chief; and I.T. Systems Administrator to put together a formal proposal for the Board's consideration.
- The formal proposal of the Working Group would be presented to the BOS at the March 4, 2014 BOS. Prior to or in concurrence with that presentation by the Working Group a professional presentation by a public sector GPS/Transponders firm will make a presentation to the BOS.
- Additionally, consultations are being made by the Town Administrator regarding any/all legal and/or contractual issues that the use of GPS/Transponders may pose.
- Of final note, the DPW Sludge Hauling Truck will have a GPS/Transponder placed on it not for disciplinary reasons but for safety and tracking reasons as this large vehicle carrying sewer sludge travels significant distances on interstate highways in both Massachusetts and Rhode Island. In the event of an accident and/or spill this vehicle's exact location must be known for first responders. Superintendent Wetzel will include this in the Working Groups proposal.

Thank you.

Cc: Police Chief William Murray
Fire Chief Robert Pedrazzi
Mark Wetzel, DPW Superintendent
Cindy Knox, I.T. Systems Administrator

JBOS UPDATE

- Selectman Luca will give an update on recent JBOS activities. Please see the enclosed materials he requested be in the packet. (See Enclosed)

NEW BUSINESS / SELECTMEN'S QUESTIONS

ADJOURNMENT

Date: Tue, 7 Jan 2014 14:47:27 -0500 [02:47:27 PM EST]

From: Liz Garner <jbos.info@gmail.com>

To: Marie Sobalvarro <marie.sobalvarro@gmail.com>, Gary Luca <gluca@ayer.ma.us>, Kendra Dumont <my5dogs@comcast.net>, Rick Bernklow <rick@averyandassociates.com>, Tim Bragan <tbragan@harvard.ma.us>, Robert Pontbriand <ta@ayer.ma.us>, Patrice Garvin <pgarvin@shirley-ma.gov>

Cc: Tom Kinch <tortoms@hotmail.com>

Subject: Letter from the JBOS Vice Chairman

To the Chairman of the Select Boards of Ayer, Harvard, Shirley and the Devens Committee:

During our recent meeting of the JBOS, held just prior to the Holiday's, there was continued discussion of the proposal to form an 'overlay' governing structure (District) to the DREZ. It was decided that two (2) questions needed to be answered by each Board in order to formalize the process of moving the subject forward. Those questions are:

1. Is each Board supportive of the concept of putting a non-binding referendum question (regarding governance of the DREZ), on the agenda the 'Spring Town Meeting'?
2. Is it fundamental to poll Devens residents to gauge their support for the concept of the 'overlay', prior to posing the non-binding referendum question at Spring 2014 town meetings?

A formal vote of the JBOS regarding these two questions will be held at the January 23, 2014 JBOS meeting in Devens.

I hope that you all had a great Holiday period!

Tom Kinch

Vice Chairman

--
Liz Garner
Administration
Joint Boards of Selectmen (JBOS)
phone: (919) 247-8123
email: jbos.info@gmail.com
website: www.jbos.info