

**TOWN OF AYER  
BOARD of SELECTMEN  
Ayer Town Hall – 1<sup>st</sup> Floor Meeting Room, Ayer, MA 01432  
Tuesday, August 6, 2013, 7:00pm  
MEETING AGENDA**

REVIEW AND APPROVE THE AGENDA; ANNOUNCEMENTS

APPROVAL OF MINUTES: JULY 2, 2013; JULY 16, 2013

PUBLIC INPUT: Public Input Tracking System (Update)

PARK STREET CROSSWALK – For Approval

PUBLIC HEARING (Continuation): For Discussion/Approval: Partridge Auto Sales, Class II Amendment

MS. ALICIA HERSEY, DEPT. OF ECON. DEV.: For Approval: FY 2011 CDBG Grant Amendment

POLICE CHIEF WILLIAM MURRAY: For Approval: Appointment of Police Patrolman

REPORT FROM 7-30-13 JOINT EXECUTIVE SESSION OF THE AYER BOS/BOH  
14 Williams Street and 128 Washington Street

APPOINTMENTS

- Personnel Board Appointments
- Personnel Board of Appeals Appointments
- Re-Appointment of Building Department Positions
- For Discussion: Future Structure of Building Department

TOWN ADMINISTRATOR'S REPORT

For Approval:

- Contract for Groton School Road Pumping Station Upgrade (Awarded at 7-16-2013 mtg)
- Auhtorization of ASRSD Proposed Infrastructure Projects
- MUNIS ASP Contract

For Discussion:

- Procedure and Special Election Home Rule Petition: Reduction of Selectmen from 5 to 3
- Opening of the Fall Special Town Meeting Warrant

BOS Policies and Procedures (Ongoing Review and Update)

- For Review: Policy 99-27 Relations with Town Boards, Committees, and Commissions
- For Discussion: DRAFT Public Input Policy, 13-01

BOSTON POST CANE AWARD: For Discussion: Establishing Selection Process

BOS OPEN FORUM

- New Business/ Future Topics
- Future Meeting(s) Schedule:
  - Aug. 7, 2013, 7pm (DPW Negotiations);
  - Aug. 14, 2013, 7pm (DPW Negotiations);
  - Aug. 20, 2013, 7pm (Regular Open Session);
  - Aug. 21, 2013, 7pm (DPW Negotiations);
  - Sept. 3, 2013, 7pm (Regular Open Session)

ADJOURNMENT

**AYER BOARD OF SELECTMEN MEETING**  
**TUESDAY, AUGUST 6, 2013, 7PM**

**CALL TO ORDER 7PM**

**REVIEW AND APPROVE THE AGENDA: ANNOUNCEMENTS**

**APPROVAL OF MINUTES**

July 2, 2013  
July 16, 2013

**PUBLIC INPUT**

Public Input Tracking System (Update) (See Enclosed)  
The Town Administrator will give brief oral update.

**PARK STREET CROSSWALK**

From the June 4, 2013, BOS Meeting, the BOS was to make an official determination regarding the placement/location of a crosswalk on Park Street. Please refer to the enclosed photo of the proposed location and kindly review the location prior to the Meeting on Tuesday night. (See Enclosed) **[FOR APPROVAL]**

**TOWN OF AYER SELECTMEN MEETING MINUTES**  
**Tuesday, July 2, 2013**

**The Selectmen's Meeting can be viewed in its entirety on the Town's Website at: [www.ayer.ma.us](http://www.ayer.ma.us)**

**Chairman Conley called the meeting to order at 7:05p.m. advising to the Board of Selectmen's Open Session Meeting is video recorded by APAC** Present: Chairman-Pauline Conley, Gary J. Luca-Vice Chairman, Members- James M. Fay and Jannice Livingston, Town Administrator Robert A. Pontbriand and Janet Lewis Secretary.

Chairman Conley requested if there were any amendments to the Agenda of July 2nd. Town Administrator Robert Pontbriand requested the Board's permission to add under his report the following items:

10.4 Authorization to have MRPC conduct Street Lighting Study

10.5 Park Street cross-walk

10.6 Assistant Tax Collector's appointment

10.7 Town Sign Policy

10.8 Approval of the 6-4-13 Minutes

Ms. Livingston requested Agenda Item #9 be moved to the end of the meeting

Mr. Fay requested the Board revisit the Boston Post Cane tradition

Chairman Conley advised to Agenda Item #5 Class II License-Partridge Auto Sales, Inc. continued to the August 6, 2013 Selectmen's Meeting.

Chairman Conley called for a motion to approve the agenda. Mr. Luca moved the Board vote to approve the Agenda as amended, 2nd by Mr. Fay, VOTE: unanimous, so moved.

7:10p.m. Selectman Hillman entered the meeting.

**Announcements-**

Mr. Fay reminded all to the Town's 4th of July Celebration being held on Saturday, July 6, 2013 starting at 3p.m. with a parade. Pirone Park activities include: crafts, games, food vendors, and other activities, and fireworks at dusk. Rain Date -Sunday July 8, 2013.

**2013 4th of July Grand Marshall Recognition-**The Board welcomed former Selectwoman Pauline Hamel to the meeting. Chairman Conley read into the record a Certificate of Recognition presented to Ms. Hamel for her many years of Public Service to the Town of Ayer/community. (see attached) Chairman Conley presented Ms. Hamel the Certificate, flowers and sash exemplifying "2013 Grand Marshall". Ms. Hamel paused a moment for a picture with the Board and thanked the Board and Committee for this honor bestowed upon her.

**Public Input-**

Mary Spinner-New Retiree Health Insurance Law- and Joint Appointment of Planning Board member.

John Hillierd-extended his thank you to the Board for support at Town Meeting on June 30, 2013 re moratorium vote. Mr. Hillierd requested a Letter of Support to accompany his application for his Compassionate Care Facility (Medical Marijuana Dispensary) to be located on Central Ave, Ayer, MA. Chairman Conley requesting Mr. Hillierd comes before the Board formally to allow the Town residents to be aware of position. Mr. Fay disagreeing stating overwhelming support at Town Meeting was very clear by voters. Mr. Fay moved the Board authorize the Town Administrator to write a Letter of Support per Mr. Hillierd 's request, 2nd by Selectman Livingston, VOTE: Mr. Fay aye, Ms. Livingston aye, Mr. Luca aye, Mr. Hillman no, stating he did not have enough information, and Chairman Conley no for the same reason she stated above. Mr. Fay stating he likes that someone known locally is going to run business.

**Department of Economic Development-**The Board met with Alicia Hersey

1. The Board approved an amendment to extend the Fy-11 CDBG Grant ending of 6-30-13 to 9-30-13 allowing \$3K from the Grant Administration Budget into the Grant Housing Rehabilitation Budget to allow the completion of three additional housing units under this grant with all funds being disbursed.

Ms. Hersey advising to receiving initial approval of this re-allocation from DHCD. Motion to approve made by Mr. Fay, 2nd by Mr. Hillman VOTE: unanimous, so moved.

2. Lien Subordination Case #09-336-The Board voted to approve the Town's subordination of 36 Nashua Street, Ayer, MA's lien to obtain a new mortgage to lower the interest rate conditioned upon new mortgage not to exceed \$175,700.00. Motion to approve made by Mr. Luca, 2nd by Mr. Fay, VOTE: unanimous, so moved.

**Public Hearing-Class II Amendment -Partridge's Auto Sales Inc.** rescheduled to August 6, 2013 at 7:15pm in order to allow Mr. Partridge to meet with the Planning Board. Motion to approve rescheduling made by Mr. Hillman 2nd by Mr. Fay, VOTE: unanimous, so moved.

**Public Hearing-Pole Petitions -National Grid-Washington St. Plan #14748957 dated 5-24-13 and Washington & Howard Plan #14748957-1 dated 6-5-13.-The Board met with National Grid Representative Ken Dobie-Chairman Conley** opened the Public Hearing/s by requesting the Legal Notices be read by the Clerk of the Board, Mr. Hillman. Chairman Conley advising to Memo from Supt. Wetzel requesting DPW concerns being met prior to approval of petitions.

1. **Plan #14748957**-install one (1) solely owned (SO) pole beginning at a point approximately 90 feet SW of the centerline of the intersection of Howard Street. The Board voted to approve this petition subject to Supt. Wetzel's approval and no sidewalk installation. Motion made by Mr. Fay, 2nd by Mr. Luca, VOTE: Mr. Fay aye, Mr. Luca aye, Ms. Livingston aye, Mr. Hillman aye, Chairman Conley no, 4-1- motion passes. Ms. Conley advising to not signing petition due to Supt. Wetzel not being present to address his concerns. Mr. Dobie advising to this pole being a stub pole to keep line straight (support line at junction-guide wire)

2. **Plan #14748957-1**-Washington St. install P71-1 approximately 10 feet NE of P70 Washington St. The Board voted to approve this petition subject to Supt. Wetzel's approval and no sidewalk installation. Motion made by Mr. Luca 2nd by Mr. Fay, VOTE: Mr. Fay aye, Mr. Luca aye, Ms. Livingston aye, Mr. Hillman aye, Chairman Conley no, for the same reasons as above on Petition Plan #14748957, 4-1 motion passes. Mr. Dobie advising this also being a support pole-stub pole with guide wire.

**North Central MA Habitat for Humanity -76 Central Ave., Ayer, MA**-The Board met with Maggi Monroe Cassel, Director of No Central MA Habitat for Humanity. Mr. Pontbriand advised the Board to Directors of the No Central MA Habitat for Humanity recently voting to approach the Town of Ayer about moving forward with this project on Central Ave. Benefits to the Town: property goes back on tax role, would be included on inventory for affordable housing and positive reflection on Town. Mr. Pontbriand stating a vote of the Board of Selectmen authorizing the transfer of the 76 Central Ave. property is required and Habitat is requesting a waiver for water/sewer connection fees, building permits on this property. Mr. Pontbriand stating the success of a Habitat Home is dependent upon an Ayer Habitat Home Committee to be made up of residents, businesses in Town and to be advertised on Town's Website, Facebook and local media seeking interested people to serve on this Committee. Maggi stating Ayer is a perfect place to build, this being the 2nd Habitat in Ayer having successfully built a habitat in Ayer in 2005 on Shirley Street. Mr. Luca moved the Board vote to authorize the transfer of the 76 Central Ave., Ayer, MA property to North Central MA Habitat for Humanity contingent upon LIP Agreement, 2nd by Ms. Livingston, VOTE: unanimous, so moved. Draft Agreement to be prepared by Town Administrator and Maggi re Water/Sewer Permits, Building Permits, etc. Mr. Luca suggesting and welcoming Maggi meet with the CPA Committee re funding for this project. Maggi advising to project start up being scheduled for mid June 2014 and completed within six (6) months.

**Town Administrator's Report**-The Board met with Robert Pontbriand

1. **Fire Station Reuse RFP**-Mr. Pontbriand presented the Board the finalized RFP for the rehabilitation and reuse of the former Ayer Central Fire Station-14 Washington St., Ayer, MA. Mr. Luca Moved the Board vote to approve the RFP as presented, 2nd by Mr. Fay, proposals to be held harmless to vote of Town Meeting, VOTE: unanimous, so moved. Mr. Pontbriand advised the Board to the RFP to be advertised the weeks of 7-12-14 in the Lowell Sun and 7-19-13 in the Public Spirit as well as the State Central Register and various media i.e. Website/Face book. Closing date for submission of RFP's 7-26-13

@ 4:00p.m. to the Town Administrator. Mr. Fay thanked all involved who assisted the project/process along, stating ten years in the making. Final Report available through David Maher.

2. Household Hazardous Waste Contract Amendment-Mr. Pontbriand updated the Board to this being the 2nd year of membership in HWCC on Devens and requested the Board's authorization of the Chairman's signature to allow the Town of Ashby to join which in turn will lower the annual membership cost for Ayer and the other communities. Mr. Luca moved the Board approve the Contract amendment and authorize the Chairmen's signature, 2nd by Mr. Hillman, Selectman Livingston stepped away from table and not present for vote, VOTE: 4-0, motion passes.

3. DEC Re-appointment -Martin Poutry- Mr. Pontbriand requested the Board reappoint Martin Poutry to a third term (4 year term July 1, 2013 to June 30, 2017)on the DEC from the Town of Ayer. Mr. Fay moved the Board vote to approve Mr. Martin Poutry's re-appointment on the DEC for 7-1-13 to 6-30-17, 2nd by Ms. Livingston, VOTE: unanimous, so moved. The Board requested the Town Administrator invite the Town's DEC members into a future meeting for status update.

4. MAPC -MRPC Letter-Street Light Assistance -Green Communities-The Board met with Carolyn McCreary, Chairman of the Green Communities-Ms. McCreary updated the Board to savings on Street lights through National Grid of up to 50% and perhaps an additional 25% through Montachusett Area Planning Commission. In order to receive these funds five (5) steps must be completed by Town of Ayer. Ms. McCreary requesting MRPC assist the Town through these steps/process, advising to an Energy Conservation Spread Sheet being prepared by National Grid re this study and advising to the Committee requesting the Board of Selectmen submit a letter for this assistance to MRPC. Mr. Luca moved the Board support the Green Committee effort by having the Town Administer prepare a letter to MRPC requesting their assistance with the street lighting proposal, 2nd by Mr. Fay, VOTE: unanimous, so moved.

Park Street Cross-walk-The Board reviewed areas along Park street where existing cross-walks exist and areas where cross-walks have been requested. The Board set this back until a location has been determined.

Asst. Tax Collector's Appointment-The Board met with Tax Collector/Town Clerk John Canney. Mr. Canney updated the Board to process conducted re vacancy created in November 2012 by former Asst. Collector due to unforeseen, long term back/leg problem resulting in surgery and then retirement. Mr. Canney advising to reducing field of applicants down to five which were interviewed at the Ayer Library by him and Ms. Gintner, Town Treasurer. Mr. Luca questioned process involved and requested copies of questions asked as well as list of names of applicants interviewed. Mr. Canney advising the Board to his nominating Ramona Bean to the full-time position of Assistant Tax Collector effective May 16, 2013 to Fy-14. Mr. Canney introduced Ms. Bean to the Board advising to Ms. Bean employed by the City of Chelmsford Community Education Program and having all criteria for position i.e. fees collection and disbursement, Munis experienced, and public service, CORI compliant and the best qualified candidate for this position. The Board conducted a brief background question and answer session with Ms. Bean i.e. why Ayer, answer-closer to home and more money. Mr. Hillman question if there is a probationary period and advised, yes- six (6) months by Mr. Canney. Mr. Luca moved the Board vote to appoint Ms. Ramona Bean to the full-time position of Asst. Tax. Collector, contingent upon a six (6) month probationary period, 2nd by Mr. Hillman, VOTE: unanimous, so moved. Mr. Luca advising Ms. Bean to this position a Union position and Ms. Bean acknowledging. The Board welcomed Ms. Bean to the position and looking forward to working with her.

Board of Selectmen Policies- Mr. Pontbriand updated the Board to putting policies in PDF- WORD document and all changes made put in red for final review by the Board.

Town Hall Break-room Petition dated 5-15-13-Mr. Pontbriand reviewed with the Board the Petition submitted by Town Hall Employees re condition of break-room and recommended changes. M r. Pontbriand reviewed his recommendations with the Board submitted back to Town Hall employees. The Board stated their dismay re some of the items on the recommended list. The Board stated this is not a

Selectmen's issue it is a Town Administrator issue. Mr. Hillman stating just another example of a waste of time that the Board of Selectman has to deal with.

Boston Post Cane-Mr. Fay requesting the Town's tradition be revitalized.

Selectman Hillman-clean up of rotary, Main Street, E. Main Street i.e. grass cutting, litter, etc.

Selectman Luca-Have Planning Board look into comprehensive Sign Policy i.e. political signage, dedicated location.

Mr. Pontbriand-need for future Selectmen's meetings: Mr. Pontbriand advised the Board to need to have additional meetings to address Collective Bargaining, litigation, Properties enforcement, Fire Chief's contract, grievances/appeals. Mr. Pontbriand suggested the Board meet on their off weeks of their regular Selectmen's meeting to bring some of these pressing issues to resolution. The Board after a short discussion agreed to meet on 7-9-13 re Collective Bargaining, 7-23-13 re legal issues and 7-30-12 re property enforcement, five (5) meeting in the month of July 2013.

10:05p.m. Mr. Luca moved the Board vote to extend their meeting by fifteen minutes, Ms. Livingston no.

10:05p.m. Meeting adjourned.

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

Christopher R. Hillman, Clerk  
AYER BOARD OF SELECTMEN

**TOWN OF AYER SELECTMEN MEETING MINUTES**  
**Tuesday, July 16, 2013**

**The Selectmen's Meeting can be viewed in its entirety on the Town's Website at: [www.ayer.ma.us](http://www.ayer.ma.us)**

**Chairman Conley called the meeting to order at 7:05p.m. advising to the Board of Selectmen's Open Session Meeting is video recorded by APAC.** Present: Chairman-Pauline Conley, Gary J. Luca-Vice Chairman, Members- James M. Fay and Jannice Livingston, Town Administrator Robert A. Pontbriand and Janet Lewis Secretary. Mr. Hillman running late.

Chairman Conley requested if there were any amendments to the Agenda of July 2nd. Town Administrator Robert Pontbriand requested the Board's permission to add under his report the following item: reporting of wage re-opener re Fire Chief's contract, Selectman Livingston requested the Board take up the Surviving Spouse Health Benefits under Supt. Mock's Agenda Item.

**Public Input:** Chairman Conley requested if there was anyone present wishing to meet with the Board under Public Input. No one came forward. Chairman Conley requested status of Public Input Tracking system and advised by Mr. Pontbriand to all topics completed to date and a hard copy to be made available to the Board for their August 6, 2013 meeting.

7:10p.m. Selectman Hillman entered the meeting.

Supt. Carl Mock, ASRSD - waiving of water connection permit fee (\$35K) for High School Renovation Project. Mr. Mock advised the Board to local permitting fees not a reimbursable expense by MSBA and is common for communities to waive such fees. Mr. Mock also advising to the improvements is to the property and building owned by the Town of Ayer and hook-up is not a new or expanded service but rather replacement/upgrading of the existing system. The Board requested Supt. Wetzel's recommendation which he advised the Board to his having no objection to a new service to make the existing connection better. Chairman Conley called for a motion. Mr. Luca moved the Board vote to waive the water connection fees (\$35K) for the High School Renovation Project for the ASRSD, 2nd by Mr. Fay, VOTE: Unanimous, so moved.

**Surviving Spouse Health Benefits for Former Ayer Teachers-present** for the discussion Mark Reich, Town Counsel. Mr. Luca opened the discussion by advising to his bringing this subject up due to being advised when Ayer and Shirley Schools regionalized this benefit was lost to Ayer teachers due to Shirley not having benefit. This was originally brought up by him when he was Chairman a few years ago, he recused himself from the discussion, having family members working at the school and not wishing conflict of interest. Mr. Luca stated this latest inquiry regarding continuation of this benefit for former employees of the Ayer School Dept. prompted new allegations re impropriety. Town Counsel reviewed with the Board his determination of no impropriety conducted, Mr. Luca property recused himself. Town Counsel advising to the District School Com. electing not to accept the provisions of S9D due to the former Shirley teachers not receiving surviving spouse benefits. Town Counsel advising to his being asked whether the law affords these individuals (former Ayer employees) the right to continuation of surviving spouse benefits due to the Regional School Com not accepting the provisions of GLc.32B, S9D due to the Regional School district establishing 42B of GL c71. Mr. Reich stating Ayer Teachers accrued a claim for surviving spouse benefits during their employment with the Town and case law confirms they may not be deprived of those benefits as a result of school regionalization and Town Counsel's opinion that former Ayer School Department employees are entitled to surviving spouse health benefits under GLc32B, S9D cost of those benefits to be borne by the Regional School District. Town Counsel advising to the Regional School Dist. being advised by their own counsel rendering a different opinion disclaiming same and Mr. Reich, Town Counsel stating he did not see opinion and requested to see letter. Chairman Conley advising to reaching out to the Chairman of the Regional School Com. when this information was disclosed requesting to have a Joint Meeting. Mr. Luca requesting to involve the Fin-Com 32-9A larger problem.

**Scott Houde-Ayer Fin-Com-Financial Policies Discussion-Present** for the discussion Brian Muldoon and Scott Houde. Mr. Houde stated the Fin-Com would like to update their policies. Last update done in 2010. Towards this effort Mr. Houde requested a working group be established consisting of: Treasurer, Collector, Town Accountant, two Board of Selectmen members and two Fin-Com Members. Mr. Houde advising to timeline for completion on fast pace-Phase I hopefully completed in September 2013, back to o Fin-Com in Nov. 2013 and Selectmen in December 2013. Ms. Livingston questioned meeting schedule and advised to early mornings a couple times a month (7:30a.m.@ Town Hall) Ms. Livingston expressed her interest as did Mr. Luca on serving. Mr. Pontbriand requested the Fin-Com's presence at the next Department Head Meeting scheduled for August.

**John Canney-Office Supplies/Expenditures-Mr. Pontbriand** opened the discussion re recent purchasing by Town Clerk/Tax Collector. Mr. Pontbriand advising to his serving as Chief Procurement Officer for the Town to assure compliance with 32B for purchases under \$5K. Mr. Pontbriand advising to no formal policy in place re purchasing authority rather disposition to him via the Town Government Study Committee's approved report in 2012. Mr. Pontbriand advising to TGSR delegated authority from the Selectmen to him too approve Town Hall purchases advising to his not being consulted re purchases citing ADA compliance issues re acquired item fitting into building. Mr. Pontbriand reviewed with the Board the Fin-Com's denial of purchases i.e. chair, stool, filing cabinet, vacuum citing via RFT stating file cabinet unnecessary, records should be computerized and other item run by the Bldg. Com.re approval. Mr. Canney stating he buys items to make his office run better and not aware of policies re purchase of furniture. Mr. Pontbriand requested a formal Town-wide policy be created re purchasing of software & hardware be run through the IT Director as well as a centralized system re purchasing of furniture, etc. Other issues discussed re expenditures/requests centralized upon Meetings attended by Town Clerk/Collector, purchases i.e. retirement party, calendars, mileage. Mr. Canney stating Town Meeting gives Departments the authority to purchase from their budgets, later rebutted by Town Counsel referencing the Chief Procurement Officer being the ultimate gatekeeper on spending for the Town. The Board invited Mr. Canney to reschedule further discussion with the Board through the Town Administrator if he felt the need in September. The Board requested if Mr. Canney had heard back from the legislature re the Town's Home Rule petition and advised not yet they have 90 days to respond.

**Mark Reich, Town Counsel-** Mr. Reich advised to his serving the Town for over eight (8) years. Mr. Reich advising to K&P serves the Town's Executive Body/s to advise, defend, prosecute, and enforce citing i.e. Zoning, BOH, Warrant Articles, Zoning Articles, etc. to 120 communities in MA. Mr. Reich stated new changes to the Open Meeting Laws, Public Records, Ethics of recent years has placed more scrutiny on Towns i.e. emails, texting, serial discussions urging all emails be achieved as they are treated as public record and subject to findings/violations of OML. Chairman Conley suggesting all emails be placed on web-site, Town Counsel disagreeing not subject to mandatory disclosure i.e. collective bargaining, strategy, etc. other ways around the OML re the Board communicating with each other via social settings, training sessions, other meetings, site visits. Mr. Pontbriand questioned if individual Board members could be fined and advised to OML fines go to the Town. Mr. Reich closed his update advising the Board to recent amendment to G.L.c.30B Uniform Procurement Act requiring Towns to get three quotes for the procurement of any goods and services where the estimated costs was greater than or equal to \$5K but less than \$25K. As a result of this amendment Towns may use sound business practice for the procurement of goods and services valued under \$10K raised from \$5K and the \$25K threshold re soliciting bids or request for proposals has not been altered. The Board thanked Mr. Reich for coming in to meet with the Board and Mr. Reich responding he was happy to be here to clarify the issues.

**DPW Supt's Report-The Board met with Mark Wetzel.**

1. Main Street Lighting Plan-Supt. Wetzel gave the Board a brief update re 18 month process and cost associated with lighting plan and replacement of three (3) street lights; two from accidents and one by Town plow. Maximum insurance coverage \$9K with one accident recoverable by insurance Town collects then pays Bartlett (\$14K/per light). The Board suggested looking into other companies i.e. under State Registry. Chairman Conley requested status re having company put up sample lights and

Board chooses which one they want. Supt. Wetzel advising Board to this not being offered. Supt. Wetzel reviewed VHB's Interim Street Lighting Plan to replace the fixtures not the poles along Main Street (\$50-\$60K for new light fixtures/bulbs) advising to it being a 5-part plan continuing to work towards a comprehensive plan- parts 1-4 to be completed for \$8,800.00 from Chapter 90 Funds if not he would fund from the DPW budget. The Board requested lights be included in Town's Capital Planning for May, advising to funding source once plan developed. Ms. Livingston moved the Board vote to move forward with VHB study & design in the amount not to exceed \$8,800.00, 2nd by Mr. Fay, VOTE: unanimous, so moved.

2. Groton School Road Wastewater Pumping Station Replacement Award-The Board approved the Low Bid Award to Grove Construction in the amount of \$370K Notice of Award moved by Mr. Luca not to exceed \$11k, 2nd by Mr. Hillman, VOTE: unanimous, so moved. Mr. Luca inquiring if Mr. Wetzel had made switch re TIP -Park St. -Supt. Wetzel advised to re-doing application and submitting back to State, advising to slow process.

Mr. Hillman applauded the efforts of Water Dept. re fixing the Hospital's water leak over the weekend. Supt. Wetzel elaborating stating the Water Dept was there from 10:30am to 4:00p.m. and assisted with materials. Materials and overtime to be reimbursed by hospital. Special recognition sent to Rick Linde for all his assistance.

#### **Town Administrator's Report-**

- 1. Fletcher Building Historic Preservation Restriction-present for the discussion-Robert France, President of Bonnet Realty owner of the Fletcher Building. Mr. Pontbriand advised the Board to the Historical Commission approving the Preservation Restriction at their meeting on July 10, 2013 and meeting again on 7-15-13 to notarize their signatures on the document. Mr. Pontbriand also advising to MA Historic Commission approving restriction. Mr. Fay moved the Board vote to approve the Fletcher Bldg. Preservation Restriction, 2nd by Mr. Luca, VOTE: unanimous, so moved. Mr. Luca advising to condition of CPC funding was to preserve the character of the building, repairs under guidelines of MA Historic.
- 2. MOA between the Town and Town Hall/Clerical Union AFSCME 93-Mr. Pontbriand presented the Board the Fy-2014 Wage Re-opener between the parties mutually agreeing to a two (2 percent base wage increase for 2014 retroactive to July 1, 2013. Mr. Luca moved to approve the wage re-opener article of the agreement to include a 2% base wage increase for Fy-2014, 2nd by Mr. Hillman, VOTE: unanimous, so moved.
- 3. Electrical Inspector Fees-Mr. Pontbriand advised the Board to the Building Commissioner's recommendation to increase the Electrical Inspector's fee. Advising to the Plumbing/Gas Inspector receiving 60% of the fee and the Town receiving 40%, the Electrical Inspector receives 50% of the fee and 50% goes to the Town. Mr. Vellante' unclear why discrepancy exists and wishing to increase the electrical Inspector's fee to 60% to be consistent with the Plumbing/Gas Inspector requesting this be retro backed to July 2012. (\$2,686.11). Mr. Luca moved to approve and retro back only to July 2013, and look into previous year/s re discrepancy 2nd by Mr. Hillman, VOTE: unanimous, so moved.
- 4. Home Rule Petition-Mr. Pontbriand advised to being notified by Legislators to Home Rule approved on 7-11-13, reducing the Board of Selectmen from 5 to 3, goes back to House for enactment, and then to Governor for signing. Mr. Pontbriand advising Board to process being completed by the end of the month. Process would be ballot and then Special Election in 2014. 10:05p.m. Mr. Luca moved to extend the meeting for ten (10) minutes, 2nd Mr. Fay, Vote: unanimous, so moved.

5. New Business/Future Topics-Mr. Pontbriand advised the Board to Town Counsel Greg Corbo not available to meet on 7-23-13 re joint session with the Board of Health re property enforcement, so 7-23-13 is open if the Board wishes to meet re other matters, i.e. Negotiations. Mr. Pontbriand advising to confirming with the Con-Com for the Board's 8-20 Meeting to approve the RFQ re Aquatic Weed Control Contract. Chairman Conley advising to other important matters presently before the Board: Dept. head Evaluations, GPS/Transponders, Town Management letter, Park St. crosswalk, Town-wide Code of Conduct, Board of Selectmen's Policies & Procedures as well as the Board's future meeting schedule. Chairman Conley suggesting the Board meets with the DPW re Negotiations on the 23rd one hour open and one hour executive, no quorum available.

Mr. Fay-Guilt by Omission- advising to being approached by residents re Selectmen should mind their own business, and responding if its regarding Town business the Selectmen have every right to investigate and keep on doing what you're doing it is correct for Selectmen to look into matters.

10:15p.m. Mr. Luca moved to adjourn the meeting, 2nd by Ms. Livingston, VOTE: unanimous, so moved.

10:15p.m. Meeting adjourned

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

Christopher Hillman, Clerk  
AYER BOARD OF SELECTMEN

**Town of Ayer**  
**TOWN ADMINISTRATOR**

ta@ayer.ma.us  
 TEL: (978) 772-8220  
 Fax: (978) 772-3017



1 MAIN STREET, AYER, MASSACHUSETTS 01432

<b>DATE</b>	<b>TOPIC</b>	<b>REQUESTED BY</b>
1/10/2012	(2)Liquor License Agreements entered into who approved	David Bodurtha
1/10/2012	Speeding/Public Parking downtown Ayer	Elizabeth Bodurtha
1/10/2012	Growing Drug problem-drugs on school, bus -football team, lack of safety re: property, car break0ins, public impression of Ayer, in lieu of death of Corey Buxton	Dan Gleason
1/10/2012	license non-payment enforcement	Selectman Conley
1/10/2012	Animals in the Town Hall	Selectman Conley
1/24/2012	no one	
1/26/2012	no-one	
2/7/2012	Fire-Fighter Grant Programs-Equipment/2 full-time firefighters (2 year grant program)	Chief Robert Pedrazzi
2/21/2012	Tax Collector re tax arrears posted on website	Laurie Nehring
2/28/2012	no one	
3/7/2012	no one	
3/13/2012	no one	
3/27/2012	One Day Beer & Wine License Request Lucia's	Calvin Moore/ Mark diCicco

<b>DATE</b>	<b>TOPIC</b>	<b>REQUESTED BY</b>
3/27/2012	Street Lights out on Main Street	Calvin Moore
4/3/2012	Earth Day Reminder	Laurie Sabol
4/3/2012	trash clean up by establishments on rotary	Selectman Conley
4/3/2012	New Flags in Selectmen's Meeting Room	Donation by Mary Spinner
5/1/2012	Selectman McCreary Gavel presentation	Chairman Fay
5/10/2012	allowing residents to speak more than 5/min under public input	Mary Spinner
5/22/2012	Home for Veterans-76 Central Ave.	Mary Spinner
6/5/2012	conditions in downtown-sidewalks, paving, potholes, crosswalks painted, speeding	Phil Berry
6/5/2012	echoing Phil Berry i.e. speeding, crosswalks, reflective paint / traffic cones	Chuck King
6/5/2012	salary line blockage-Treasurers Office	Stephanie Gintner
6/19/2012	Treasurer's letter-Chairman's response	Chairman Fay
6/19/2012	Property Enforcement-Conflict of Interest, Violation of Open Meeting Law	Chairman Fay
7/9/2012	Newspaper article re Calvin Moore being disrespectful	Calvin Moore
7/17/2012	no one	
8/7/2012	violation of Town By-laws-property enforcement Nuisance Law Enforcement	Brenda Gleason

<b>DATE</b>	<b>TOPIC</b>	<b>REQUESTED BY</b>
8/7/2012	Political signs on rotary policy	Mary Spinner
8/21/2012	Noise on Main St-Truck traffic-trailer beds	Gary Barna
8/21/2012	Funeral Attendance	Maureen Parlon
9/11/2012	Senior Work off Program	Michael Pattendon
9/25/2012	Traffic Circle/Homeless in Ayer	Selectman Hillman
10/2/2012	no-one	
10/16/2012	Trailer/Trucks Westford Rd. concerns	Kim Phrel
10/16/2012	Absentee Ballot Vote/Proxy ballot at Town Mtg. Edward Ouellette	
10/16/2012	Westford Rd .property McNiff Farm concerns	Westford Rd. Residents
10/30/2012	Recognition Public Safety personnel Hurricane Sandy	Chairman Fay
10/30/2012	lengthy power outage-Oakridge Drive	Scott Houde
10/30/2012	High School Bldg. Proj. Vote	Pat Kelley/Murray Clark
10/30/2012	One Day Beer & Wine License-by owner of Billiards who has All Alcohol License	Calvin Moore
11/13/2012	no one	
11/27/2012	RAB Mtg. 11-29-12 Devens impact to Ayer	Laurie Nehring

<b>DATE</b>	<b>TOPIC</b>	<b>REQUESTED BY</b>
12/4/2012	Traffic -Speeding on Main St.	Phil Berry
12/4/2012	Newspaper clarification re Selectman Hillman	Robert Pontbriand
12/18/2012	no one	
1/8/2013	Town Flag -Historical Com	Jeri Love
1/22/2013	Livery License	Tim Holland
2/5/2013	no one	
2-19-13	no one	
3-26-13	Waiving of Town Fees for ASRSD	Murray Clark
4-2-13	Clean- up Day	Laurie Sabol
4-16-13	Uninsured, uncollateralized funds	Lisa Gabree
4-23-13	No one	
5-7-13	No one	
5-21-13	Proposed Dog Park	Supt. Wetzel & Agnus Shannahan
6-4-13	Condemned House destroyed by fire	Terrence Perham
6-18-13	No one	

<b>DATE</b>	<b>TOPIC</b>	<b>REQUESTED BY</b>
7-2-13	New Retiree Health Law & Joint Appointment of Planning Board Member	Mary Spinner
	Letter of Support-Compassionate Care Facility	John Hillier
7-16-13	No one	
	Updating Public Input Tracking System	Chairman Conley



## Robert Pontbriand

---

**From:** Mark Wetzel [mwetzel@ayer.ma.us]  
**Sent:** Tuesday, June 11, 2013 12:08 PM  
**To:** rpontbriand@ayer.ma.us  
**Subject:** Crosswalk on Park Street

Chief Murray thought that he heard that the BOS voted against the new crosswalk at Park and Groton. Can you update me? Also, I am preparing a memo for the board regarding crosswalks in town and some recommendations.

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

 Please consider the environment before printing this email.

## Robert Pontbriand

---

**From:** Chief William Murray [pdchief@ayer.ma.us]  
**Sent:** Thursday, February 21, 2013 8:41 AM  
**To:** Robert Pontbriand  
**Subject:** Park Street Crosswalk

Dear TA Pontbriand,

I am requesting information on the crosswalk on Park Street near Fresh Ayer Sports. Specifically I would like to know when and why the BOS authorized the crosswalk, when it was authorized and why to move the crosswalk to its current position from its former position closer to Dunkin Donuts, and I would like a copy of the traffic study done in advance of any authorization.

Thank you.

Chief William Murray  
Ayer Police Department  
54 Park Street  
Ayer, MA 01432  
978-772-8200 x500  
fax 978-772-8202

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## Robert Pontbriand

---

**From:** Mark Wetzel [mwetzel@ayer.ma.us]  
**Sent:** Monday, October 15, 2012 3:20 PM  
**To:** 'Town Administrator Robert Pontbriand'  
**Subject:** Crosswalks and Sidewalks discussion  
**Attachments:** MEMO re Sidewalks and Crosswalks(2).pdf; Sidewalk Committee Memo.pdf

You may recall that I discussed this last August. See attached memo. Also attached is the memo regarding formation of a Pedestrian Safety Committee.. I'm not sure what else Pauline is looking for. This is not something that I can solve quickly.

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

 Please consider the environment before printing this email.

# 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:** October 16, 2012  
**To:** Board of Selectmen  
**Copy:** Robert Pontbriand, Town Administrator  
**From:** Mark Wetzel P.E., Public Works Superintendent  
**Subject:** **Pedestrian Safety Committee**

In order to begin to improve Ayer's transportation network and pedestrian safety, I recommend that a Pedestrian Safety Committee be formed. This committee would evaluate pedestrian patterns, current infrastructure and evaluate potential sidewalk/crosswalk projects and create a priority list for implementation.

The committee would be made up of interested citizens, with support from DPW, Economic Development and Police. The committee would:

- Determine community vision and objectives
- Facilitate public participation
- Create a fact-base: document locations of existing facilities and their use
- Identify and prioritize locations needing improvement
- Evaluate alternatives and determine solutions
- Establish key design procedures
- Prepare plans that meet federal requirements
- Evaluate and revise plans

There is a detailed Federal Highway Guidance that details the process of developing and implementing a pedestrian safety plan ([http://safety.fhwa.dot.gov/ped\\_bike/ped\\_focus](http://safety.fhwa.dot.gov/ped_bike/ped_focus)). In addition, other Massachusetts Towns (Acton, Westford, Lexington) have formed similar committees to implement sidewalk improvements.

Some of the issues that need to be considered in Ayer are:

- Town wide pedestrian routes and counts
- State Highway jurisdiction and requirements
- ADA compliance
- Water, sewer and drainage improvements
- Construction cost, grants and MassDOT funding
- Construction impacts, phasing and traffic management

# 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:** August 21, 2012  
**To:** Board of Selectmen  
**From:** Mark Wetzel, P.E., Public Works Superintendent  
**Subject:** Update on Sidewalks and Crosswalks

Sidewalks and crosswalks are a significant part of the municipal infrastructure in Ayer. Recently, residents have expressed concerns about the crosswalks and sidewalks in various parts of town. This memo will outline a proposed approach to maintaining and improving pedestrian routes and safety.

**What we have done** - To address some of the concerns, the DPW repainted all of the existing crosswalks. We added a glass bead product to the painting process that provides a more non-slip, reflective coating. We will evaluate the painting options prior to next year's painting program.

We purchased and placed pedestrian crossing signs at locations on Main Street, Park Street and West Main Street. We are purchasing additional signs and would like to place one on Washington Street by Paige Hill School and another by the Library / Court House on East Main Street.

The Pond Street Reconstruction project will have new concrete sidewalks and ADA ramps including crosswalks and ramps on East Main Street.

### Crosswalk Issues

A resident recently requested a new crosswalk on Park Street at Groton Street. After discussion with Chief Murray and investigation of crosswalk guidelines, it was determined that this was not a safe place for a "non-intersection" crosswalk. An engineering study should be performed and quantitative criteria (pedestrian crossings per time period) evaluated. Non- intersection crosswalks require additional signage and pavement markings.

### Crosswalk and Sidewalk Improvements

I have not begun engineering evaluations for crosswalk and sidewalk improvements in Town. However, based on my limited knowledge of the community, it appears that East Main Street, Main Street, West Main Street and some of the side streets are where the focus should be. Some of the challenges for implementation include:

- State Highway jurisdiction and requirements
- ADA compliance
- Water, sewer and drainage improvements
- Construction cost, grants and MassDOT funding
- Construction impacts, phasing and traffic management

August 21, 2012  
Sidewalks and Crosswalks

**Future Crosswalk and Sidewalk Implementation-**

Upgrading existing sidewalks / crosswalk infrastructure is a process that involves evaluation, public input and support and funding. In order to implement these improvements, the Town would need to develop a process to evaluate and prioritize projects for sidewalk construction programs and potential funding.

There many criteria that we would use to evaluate existing and future sidewalks and crosswalks including:

- Pedestrian Routes
- Safety Considerations
- Connectivity Issues
- ADA Compliance
- Neighborhood Support or Opposition
- Financial Considerations
- Easements
- Environmental Issues
- Scenic / Historic Route Issues
- Implementation with other infrastructure projects

As the DPW develops the future infrastructure capital improvement plan, sidewalk and crosswalk improvements will be integrated into the plan.

## Robert Pontbriand

---

**From:** pconley@ayer.ma.us  
**Sent:** Monday, August 13, 2012 6:45 PM  
**To:** Mark Wetzel  
**Cc:** Town Administrator Robert Pontbriand; Rudy VanVeghten  
**Subject:** Fw: Crosswalk discussion  
**Attachments:** Crosswalk Option Pros and Cons.xlsx; Crosswalk Sketch.pdf; Crosswalk Sketch v2.pdf; Crosswalk Sketch v3.pdf; Crosswalk Sketch v4.pdf

Hi Mark -

Hopefully attached you will receive four diagrams I received from resident Rudy VanVeghten which he agreed I could pass on to you for your review/consideration regarding his request for a x-walk on Park St.

I don't have Rudy's phone # but I'm sure he'll be OK if you email him. I am copying him so he knows I gave that to you.

I also know he is on vacation at the moment so you can probably wait until next week to contact him.

Many thanks... again

Pauline

Sent from my Verizon Wireless BlackBerry

---

**From:** rvanvegten@comcast.net  
**Date:** Mon, 25 Jun 2012 00:02:49 +0000 (UTC)  
**To:** <pconley@ayer.ma.us>  
**Subject:** Re: Crosswalk discussion

Hi Pauline,

Thanks for pursuing this issue so diligently!

To follow up from my previous email and your response, I've attached three additional sketches (four in all) of various options for the crosswalk. Option 2 I believe is the scenario you suggested. My biggest issue with this option is that the northeast corner of the intersection (near the mostly ignored Stop sign at the end of Groton Street) is, from my experience over many years, the most dangerous spot for pedestrians. Especially during times when school is in session and traffic is going or coming from the Page Hill complex, cars and busses come down the hill on Groton Street pretty fast intending to turn right. Their focus is generally turned to the left to see if there are any northbound cars on Park Street; if not, they more often than not fail to stop completely. This is extremely hazardous to any pedestrians in the blind spot just north of that corner. I've had busses in particular nearly hit me there several times in the past (prior to changing my route after last year's repaving). I would greatly discourage any option that put pedestrians at that corner.

With that said, I think any of the four options is preferable to doing nothing at all. As you point out, "the area is a traffic nightmare already." That's what makes it particularly hazardous for pedestrians, because there is nothing there at present suggesting pedestrians might be part of the mix. The main objective here is to warn drivers to watch for pedestrians, much as the rail trail crosswalk does with great success.

I've also started a spreadsheet to spell out what I see as the pros and cons of each option. Please use this as appropriate so all the people involved, including you, the police chief and the highway superintendent, can add their concerns as well. Each option has good points and bad points, and

there is no perfect solution. It is just a matter of getting all the concerns on the table, then having the board pick the best option.

Thanks again for following through with this.

Rudy

**From:** pconley@ayer.ma.us  
**To:** rvanvegten@comcast.net  
**Sent:** Sunday, June 24, 2012 9:17:01 AM  
**Subject:** Re: Crosswalk discussion

Hi Rudy -

I actually walked that route on Thursday and figured out exactly where you meant when you relayed your suggestion for the x-walk.

I also spent several minutes watching the traffic at that intersection and am not certain it is the best place for pedestrians to be as there area is a traffic nightmare already.

Cars routinely go around those waiting to turn left onto Groton St from Park St heading north. Ditto for cars taking a left onto Park from Groton St traveling west.

And that doesn't even take into account those trying to enter and exit the Gulf station at the entrance opposite Groton St

Sooo - I would like to propose another option which is the northern exit/entrance to the Gulf station. This location is less congested and seems to be a safer place for the pedestrians. It would require walking a few feet south to access Groton St, which still puts pedestrians at risk of being hit from behind by vehicles turning right onto Groton from Park, but there are many fewer of those than from any other direction, and takes pedestrians out of the mix at the intersection itself.

What do you think?

Pauline

Quoting rvanvegten@comcast.net:

> Hi Pauline,  
>  
> I think my earlier description was somewhat ambiguous, so I did a  
> computer sketch (attached) to help visualize where I think the best  
> crosswalk location would be. If the west end of the crosswalk is  
> within the Gulf Station curb cut, then it hopefully would meet ADA  
> handicap requirements.  
>  
> Hope this helps,  
>

> Rudy

>

> ----- Original Message -----

> From: pconley@ayer.ma.us

> To: "Rudy VanVeghten" <rvanveghten@comcast.net>

> Sent: Friday, June 22, 2012 7:38:33 AM

> Subject: Re: Crosswalk discussion

>

> Gotcha - I, too, walk along the wall on Groton st when I follow that route..

> Not so sure the police chief will give his OK to that location but

> it will be no different than the x-walk on Central Ave at Adams

> I'll f/up next week if no progress

> Pauline

> Sent from my Verizon Wireless BlackBerry

>

> From: Rudy VanVeghten <rvanveghten@comcast.net>

> Date: Thu, 21 Jun 2012 22:12:43 -0400

> To: pconley@ayer.ma.us<pconley@ayer.ma.us>

> Subject: Re: Crosswalk discussion

>

> That's good news! It seems that most pedestrians walk on the south

> side of Groton St., so I'd say the safest and best place would be as

> follows:

>

> Starting at the curb below the north entrance to the Exxon station

> and crossing to the road side of the concrete wall between Groton

> Street and NAPA.

>

> Thank you!

> Rudy

>

> Sent from Rudy's iPad

>

> On Jun 21, 2012, at 6:37 PM, pconley@ayer.ma.us wrote:

>

> Hi Rudy -

> Not at all - Mark Wetzel, the new DPW Superintendent, said he would

> take a look. Gary is supposed to show/tell him exactly where it

> should go as I am still not entirely clear.

> That may not have happened yet but the painting is also not finished.

> Tell me exactly where you think is best to have the x-walk put and

> I'll get the info to Mark myself.

> Thanks,

> Pauline

> Sent from my Verizon Wireless BlackBerry

>

> From: rvanveghten@comcast.net

> Date: Thu, 21 Jun 2012 18:11:26 +0000 (UTC)

> To: <pconley@ayer.ma.us >

> Cc: <charlygoldbug@comcast.net >

> Subject: Re: Crosswalk discussion

>  
> Hi Pauline,  
>  
> I see that crosswalks are being repainted, but there's nothing new  
> at Park and Groton. Does that mean the board voted it down?

>  
> Thanks,  
> Rudy

>  
> ----- Original Message -----  
> From: pconley@ayer.ma.us  
> To: "Rudy VanVeghten" <rvanveghten@comcast.net >  
> Sent: Friday, June 1, 2012 1:29:49 PM  
> Subject: Re: Crosswalk discussion

>  
> Hi Rudy-  
> Maybe instead I can get x-walks at both locations instead : )  
> I'll let you know how it goes Tuesday  
> Pauline  
> Sent from my Verizon Wireless BlackBerry

>  
> From: rvanveghten@comcast.net  
> Date: Fri, 1 Jun 2012 16:41:32 +0000 (UTC)  
> To: <pconley@ayer.ma.us >  
> Cc: <charlygoldbug@comcast.net >  
> Subject: Re: Crosswalk discussion

>  
> Hi Pauline,  
>  
> Thanks for the advisory. Since my tumble last year and because of  
> the uneven shoulder, I have been crossing at Groton Street, despite  
> the lack of a crosswalk. You can feel free to send the police chief  
> down to either help an old man cross the street or arrest me for  
> jaywalking, which ever is appropriate.

>  
> Thanks for following up!

>  
> Rudy

>  
> ----- Original Message -----  
> From: pconley@ayer.ma.us  
> To: rvanveghten@comcast.net  
> Sent: Thursday, May 31, 2012 7:04:14 PM  
> Subject: Crosswalk discussion

>  
> Hi Rudy -

>  
> Hope all is well w/you and you are still enjoying walking about w/out  
> any further incidents.

>  
> I wanted to let you know the Board will be discussing the crosswalk on

- > Park Street you requested so along ago at our meeting on June 5th.
- >
- > Our new DPW superintendent, Mark Wetzel, will be present and I am
- > hopeful we will finally be able to get this simple task accomplished
- > in the very near future.
- >
- > I encourage you to come to the meeting if you can.
- >
- > Thanks
- >
- > Pauline Conley

**Cons**

West side of crosswalk is compromised by southbound cars passing around the right side of left turning traffic using north entrance into gas station. Westbound traffic turning left off Groton onto Park St. is also a potential hazard to pedestrians.

West side of crosswalk might require ADA curb replacement. East side of crosswalk is at a blind spot for west bound traffic on Groton Street turning north onto Park (often without stopping); this problem is increased during times and months when schools are in session. Pedestrians crossing to east side of xwalk will still need to cross the end of Groton Street in order to walk along the safer NAPA (south) side of the road.

West end of crosswalk would require ADA curb replacement. East end of crosswalk would be several feet south of Groton Street, requiring an additional jog in a pedestrian's path; many pedestrians will bypass that jog and enter the crosswalk at a diagonal part way across the road, or ignore it all together and cross outside the designated crosswalk. East end of crosswalk is within the NAPA parking area, which might draw an objection from the store owners.

Longer distance for pedestrians to navigate. Pedestrians have more directions of potentially unyielding traffic to keep track of.

<b>Crosswalk Option</b>	<b>Pros</b>
Option 1	East side of crosswalk is at the safer south side of Groton St. by NAPA; west side of crosswalk requires no ADA curb replacement.
Option 2	West side of crosswalk begins at curbed section, north of where southbound cars pass around traffic turning left onto Groton.
Option 3	West end of crosswalk begins in curbed section, several feet beyond point where southbound cars pass around the right side of traffic turning left on Groton Street. Visibility is better for cars to see pedestrians. Avoids cars entering gas station from Park Street (southbound) and from Groton Street (westbound).
Option 4	Crosses from a safer point on the west side of Groton Street (north of the curb cut) to a safer point on the east side of Groton Street (at the corner of the NAPA property).



Suggested Crosswalk Sketch v2

Groton Street

Napa

Park Street

Park Street

Suggested Crosswalk

North Curb Cut

South Curb Cut

Sidewalk

Sidewalk

Gulf Station



Suggested Crosswalk Sketch v3

Groton Street

Napa

Park Street

Park Street

Suggested Crosswalk

North Curb Cut

South Curb Cut

Sidewalk

Sidewalk

Gulf Station



Suggested Crosswalk Sketch v4

Groton Street

Napa

Park Street

Park Street

Suggested Crosswalk

North Curb Cut

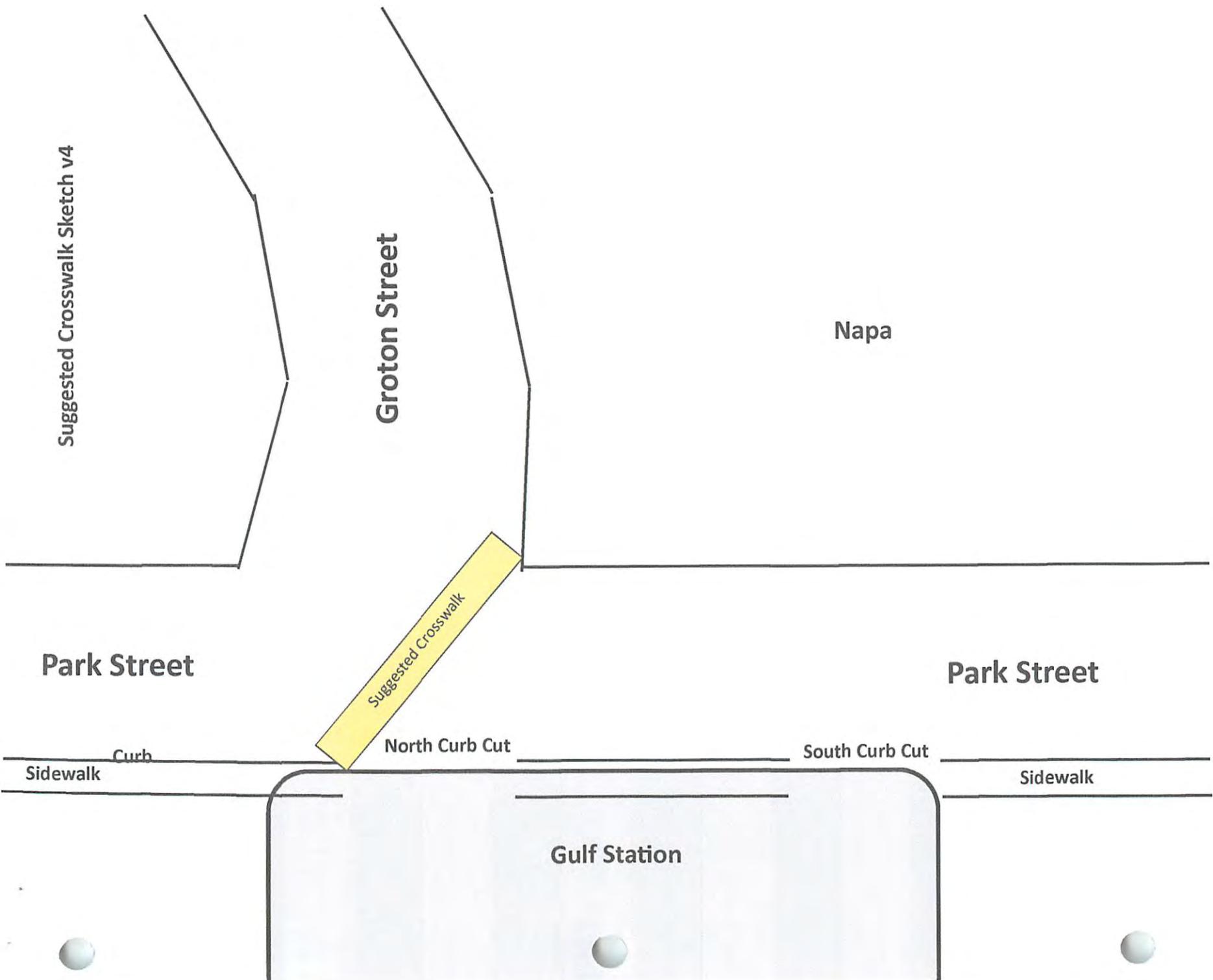
South Curb Cut

Sidewalk

Curb

Sidewalk

Gulf Station



## Robert Pontbriand

---

**From:** Gary Luca [gluca@ayer.ma.us]  
**Sent:** Tuesday, November 22, 2011 3:05 PM  
**To:** rvanvegten@comcast.net  
**Cc:** Dan Nason; Cindy Knox; Dave Kidder; Doug Jaspersen; Robert Pontbriand; jfay@ayer.ma.us; cmccreary@ayer.ma.us; fmaxant@ayer.ma.us; pconley@ayer.ma.us  
**Subject:** Re: General Comments

Mr. VanVeghten,

I agree that there should be a crosswalk at the end of Groton Street crossing Park St and brought it up to the former DPW Superintendent about 4 years ago and never received a response.

The picture that Mr. Nason took is from the driveway at the Gulf Station, across Park St and to the middle of Groton St. There is a sidewalk to the right (looking out the Gulf Station entrance) which could accommodate a sidewalk across to NAPA.

There are a number of crosswalks in town that cross sidewalk to no sidewalk with a number of them on Park St. The only exceptions are Main, West Main, East Main and Washington St where sidewalks exist on both sides of the street. There is one exception on Washington St near the tennis courts.

I will agenda this item at a future Ayer Board of Selectmen meeting and will let you know when that will occur.

Thank you for your inquiry and please correct me if I'm wrong on your request for the crosswalk being placed where I mentioned.

Respectfully,

Gary Luca

Quoting rvanvegten@comcast.net:

>  
>  
> Mr. Nason,  
>  
>  
>  
> I couldn't disagree with you more. Most every morning my wife and I  
> take an exercise walk from our home off Brook Street, crossing over  
> to Groton Street and from there into town. I've tried crossing at  
> the convenience store where there is no crosswalk, and it is almost  
> impossible to get a motorist to stop and let us pass. So our only  
> recourse is to use the crosswalk by the laundry and then walk down  
> the east side of Park Street where there is no crosswalk. This is  
> dangerous in itself, especially during these dark months. Making it  
> even more dangerous is the blind corner at the intersection of  
> Groton Street. With no stop sign there, cars come down the hill  
> quite fast with their attention focused on seeing if they have to  
> yield to any northbound cars. By the time they make it around the  
> corner, they aren't aware that there might be pedestrians on that  
> side of the road. We have several times barely missed being hit by  
> inattentive drivers. (By the way, school bus drivers seem to be the  
> worst offenders!) Other times, northbound and southbound cars on  
> Park Street are turning up onto Groton Street, again often at unsafe

> speeds, making it difficult for pedestrians to cross over the end  
> of Groton Street to the more visible (and safer) south side of the  
> road. If you don't think these scenarios are unsafe, then I invite  
> you to spend the next couple of months walking with us. We leave at  
> 6:30 a.m. every day when it isn't raining.

>  
>  
>  
> If you are proposing to install a sidewalk along Groton Street in  
> order to justify a crosswalk there, I'm all for it! People living in  
> the expansive neighborhood streets feeding into Groton Street are  
> going to use that as a walking path to get their morning coffee or  
> their evening pizza with or without a sidewalk and with or without a  
> crosswalk. I firmly maintain that having a crosswalk there is far,  
> far safer than not having one.

>  
>  
>  
> On another subject, I'd like to commend you and your department for  
> your great work cleaning up both the snow and the branches from the  
> October 29 nor'easter. Let's all hope that's the worst of the winter  
> season!

>  
>  
>  
> Thanks,  
>  
> Rudy VanVeghten

>  
> Mechanic St. Extension  
>  
> Ayer, MA

> ----- Original Message -----

>  
>  
> From: "Dan Nason" <dnason@ayer.ma.us>  
> To: rvanveghten@comcast.net  
> Cc: "Cindy Knox" <cknox@ayer.ma.us>, "Dave Kidder"  
> <dkidder@ayer.ma.us>, "Doug Jaspersen" <DJaspersen@ayer.ma.us>,  
> "Robert Pontbriand" <ta@ayer.ma.us>, gluca@ayer.ma.us,  
> jfay@ayer.ma.us, cmccreary@ayer.ma.us, fmaxant@ayer.ma.us,  
> pconley@ayer.ma.us  
> Sent: Monday, November 21, 2011 10:22:08 AM  
> Subject: RE: General Comments

>  
>  
>  
>  
> Mr. VanVeghten,

>  
> The location you requested, in my opinion, does not warrant a  
> crosswalk. There are no sidewalks along Groton Street in that  
> location (see photo attached) therefore your proposal would not  
> improve safety. In fact, placing a crosswalk there may actually

> increase the risk to pedestrians.  
>  
> In addition to this, you mention the crosswalk in front of KleenIt.  
> That crosswalk was repainted in the same location it existed prior  
> to the paving - it is not new.

> Regards,

> Dan

> From: rvanvegten@comcast.net [mailto:rvanvegten@comcast.net]  
> Sent: Monday, November 21, 2011 8:54 AM  
> To: dpwsupt@ayer.ma.us  
> Cc: Cindy Knox; Dave Kidder; Doug Jaspersen; Robert Pontbriand;  
> gluca@ayer.ma.us; jfay@ayer.ma.us; cmccreary@ayer.ma.us;  
> fmaxant@ayer.ma.us; pconley@ayer.ma.us  
> Subject: Re: General Comments

> I see you have completed the crosswalk and street painting on Park  
> Street without accommodating my request. Can you kindly explain your  
> reasoning for putting a crosswalk to service private businesses (the  
> steam laundry and the laundromat across the street) but not putting  
> one at a busy intersection to service general pedestrians.

> Thank you,

> Rudy VanVeghten

> ----- Original Message -----

> From: "Dan Nason" <dpwsupt@ayer.ma.us>  
> To: rvanvegten@comcast.net, "Robert Pontbriand" <ta@ayer.ma.us>  
> Cc: "Cindy Knox" <cknox@ayer.ma.us>, "Dave Kidder"  
> <dkidder@ayer.ma.us>, "Doug Jaspersen" <DJaspersen@ayer.ma.us>  
> Sent: Thursday, November 3, 2011 4:28:31 PM  
> Subject: Re: General Comments

> Mr. Van Veghten,

> Thank you for your inquiry. As the Director of Public Works I have  
> reviewed your request and will take it under advisement. I  
> understand your concern and can appreciate the issue is relative to  
> safety. Due to the current weather conditions and the melting snow,  
> we are uncertain of exactly when the crosswalks will be painted.  
> Thank you again.

> Regards,  
> Dan Nason

> Sent from my Verizon Wireless BlackBerry

> From: "Cindy Knox" <cknox@ayer.ma.us>

> Date: Thu, 3 Nov 2011 15:28:18 -0400

> To: Robert Pontbriand<rpontbriand@ayer.ma.us>; Dan  
> Nason<dnason@ayer.ma.us>

> Subject: FW: General Comments

> Not sure which of you would like this request, so I am sending it to  
> both of you!

> From: Rudy VanVeghten [mailto:rvanveghten@comcast.net]  
> Sent: Thursday, November 03, 2011 3:27 PM  
> To: cknox@ayer.ma.us  
> Subject: General Comments

> Request From: Rudy VanVeghten  
> Email: rvanveghten@comcast.net

> Source IP: 129.10.85.150

> Address: 5 Mechanic St Extension

> City: Ayer

> State: MA

> Zip: 01432

> Phone: 978-772-2324

> Organization:

- >
- >
- > When you paint the lines and crosswalks on the newly repaved section
- > of Park Street, please include a crosswalk at the end of Groton
- > Street. It is very dangerous to have to cross at the next nearest
- > crosswalk at the laundry and walk in the road to Groton St.,
- > especially in the dark.
- >
- > Thanks!
- >
- >

Gary Luca  
Chairman Ayer Board of Selectman  
1 Columbia St  
Ayer Ma 01432-1333

## Robert Pontbriand

---

**From:** fayjasann@comcast.net  
**Sent:** Tuesday, November 22, 2011 3:33 PM  
**To:** Dan Nason  
**Cc:** Cindy Knox; Dave Kidder; Doug Jaspersen; Robert Pontbriand; gluca@ayer.ma.us; jfay@ayer.ma.us; cmccreary@ayer.ma.us; fmaxant@ayer.ma.us; pconley@ayer.ma.us; rvanvegkten@comcast.net  
**Subject:** Re: General Comments

All,  
The Police Chief will put this this rest when it appears on the BOS agenda  
I will comment when I hear from Police Chief in Open Session.  
Jim

---

**From:** "Dan Nason" <[dnason@ayer.ma.us](mailto:dnason@ayer.ma.us)>  
**To:** [rvanvegkten@comcast.net](mailto:rvanvegkten@comcast.net)  
**Cc:** "Cindy Knox" <[cknox@ayer.ma.us](mailto:cknox@ayer.ma.us)>, "Dave Kidder" <[dkidder@ayer.ma.us](mailto:dkidder@ayer.ma.us)>, "Doug Jaspersen" <[DJaspersen@ayer.ma.us](mailto:DJaspersen@ayer.ma.us)>, "Robert Pontbriand" <[ta@ayer.ma.us](mailto:ta@ayer.ma.us)>, [gluca@ayer.ma.us](mailto:gluca@ayer.ma.us), [jfay@ayer.ma.us](mailto:jfay@ayer.ma.us), [cmccreary@ayer.ma.us](mailto:cmccreary@ayer.ma.us), [fmaxant@ayer.ma.us](mailto:fmaxant@ayer.ma.us), [pconley@ayer.ma.us](mailto:pconley@ayer.ma.us)  
**Sent:** Monday, November 21, 2011 10:22:08 AM  
**Subject:** RE: General Comments

Mr. VanVeghten,

The location you requested, in my opinion, does not warrant a crosswalk. There are no sidewalks along Groton Street in that location (see photo attached) therefore your proposal would not improve safety. In fact, placing a crosswalk there may actually increase the risk to pedestrians.

In addition to this, you mention the crosswalk in front of KleenIt. That crosswalk was repainted in the same location it existed prior to the paving - it is not new.

Regards,  
Dan

---

**From:** [rvanvegkten@comcast.net](mailto:rvanvegkten@comcast.net) [<mailto:rvanvegkten@comcast.net>]  
**Sent:** Monday, November 21, 2011 8:54 AM  
**To:** [dpwsupt@ayer.ma.us](mailto:dpwsupt@ayer.ma.us)  
**Cc:** Cindy Knox; Dave Kidder; Doug Jaspersen; Robert Pontbriand; [gluca@ayer.ma.us](mailto:gluca@ayer.ma.us); [jfay@ayer.ma.us](mailto:jfay@ayer.ma.us); [cmccreary@ayer.ma.us](mailto:cmccreary@ayer.ma.us); [fmaxant@ayer.ma.us](mailto:fmaxant@ayer.ma.us); [pconley@ayer.ma.us](mailto:pconley@ayer.ma.us)  
**Subject:** Re: General Comments

## Robert Pontbriand

---

**From:** Dan Nason [dnason@ayer.ma.us]  
**Sent:** Monday, November 21, 2011 10:22 AM  
**To:** rvanveghten@comcast.net  
**Cc:** 'Cindy Knox'; 'Dave Kidder'; 'Doug Jaspersen'; 'Robert Pontbriand'; gluca@ayer.ma.us; jfay@ayer.ma.us; cmccreary@ayer.ma.us; fmaxant@ayer.ma.us; pconley@ayer.ma.us  
**Subject:** RE: General Comments  
**Attachments:** IMG-20111121-00021.jpg

Mr. VanVeghten,

The location you requested, in my opinion, does not warrant a crosswalk. There are no sidewalks along Groton Street in that location (see photo attached) therefore your proposal would not improve safety. In fact, placing a crosswalk there may actually increase the risk to pedestrians.

In addition to this, you mention the crosswalk in front of KleenIt. That crosswalk was repainted in the same location it existed prior to the paving - it is not new.

Regards,  
Dan

---

**From:** [rvanveghten@comcast.net](mailto:rvanveghten@comcast.net) [<mailto:rvanveghten@comcast.net>]  
**Sent:** Monday, November 21, 2011 8:54 AM  
**To:** [dpwsupt@ayer.ma.us](mailto:dpwsupt@ayer.ma.us)  
**Cc:** Cindy Knox; Dave Kidder; Doug Jaspersen; Robert Pontbriand; [gluca@ayer.ma.us](mailto:gluca@ayer.ma.us); [jfay@ayer.ma.us](mailto:jfay@ayer.ma.us); [cmccreary@ayer.ma.us](mailto:cmccreary@ayer.ma.us); [fmaxant@ayer.ma.us](mailto:fmaxant@ayer.ma.us); [pconley@ayer.ma.us](mailto:pconley@ayer.ma.us)  
**Subject:** Re: General Comments

I see you have completed the crosswalk and street painting on Park Street without accommodating my request. Can you kindly explain your reasoning for putting a crosswalk to service private businesses (the steam laundry and the laundromat across the street) but not putting one at a busy intersection to service general pedestrians.

Thank you,

Rudy VanVeghten

---

**From:** "Dan Nason" <[dpwsupt@ayer.ma.us](mailto:dpwsupt@ayer.ma.us)>  
**To:** [rvanveghten@comcast.net](mailto:rvanveghten@comcast.net), "Robert Pontbriand" <[ta@ayer.ma.us](mailto:ta@ayer.ma.us)>  
**Cc:** "Cindy Knox" <[cknox@ayer.ma.us](mailto:cknox@ayer.ma.us)>, "Dave Kidder" <[dkidder@ayer.ma.us](mailto:dkidder@ayer.ma.us)>, "Doug Jaspersen" <[DJaspersen@ayer.ma.us](mailto:DJaspersen@ayer.ma.us)>  
**Sent:** Thursday, November 3, 2011 4:28:31 PM  
**Subject:** Re: General Comments

Mr. Van Veghten,

Thank you for your inquiry. As the Director of Public Works I have reviewed your request and will take it under advisement. I understand your concern and can appreciate the issue is relative to safety. Due to the current weather conditions and the melting snow, we are uncertain of exactly when the crosswalks will be painted.

Thank you again.

Regards,

Dan Nason

Sent from my Verizon Wireless BlackBerry

---

**From:** "Cindy Knox" <[cknox@ayer.ma.us](mailto:cknox@ayer.ma.us)>

**Date:** Thu, 3 Nov 2011 15:28:18 -0400

**To:** Robert Pontbriand<[rpontbriand@ayer.ma.us](mailto:rpontbriand@ayer.ma.us)>; Dan Nason<[dnason@ayer.ma.us](mailto:dnason@ayer.ma.us)>

**Subject:** FW: General Comments

Not sure which of you would like this request, so I am sending it to both of you!

---

**From:** Rudy VanVeghten [<mailto:rvanveghten@comcast.net>]

**Sent:** Thursday, November 03, 2011 3:27 PM

**To:** [cknox@ayer.ma.us](mailto:cknox@ayer.ma.us)

**Subject:** General Comments

Request From: Rudy VanVeghten

Email: [rvanveghten@comcast.net](mailto:rvanveghten@comcast.net)

Source IP: 129.10.85.150

Address: 5 Mechanic St Extension

City: Ayer

State: MA

Zip: 01432

Phone: 978-772-2324

Organization:

When you paint the lines and crosswalks on the newly repaved section of Park Street, please include a crosswalk at the end of Groton Street. It is very dangerous to have to cross at the next nearest crosswalk at the laundry and walk in the road to Groton St., especially in the dark.

Thanks!



**PUBLIC HEARING (Continuation)**  
**Partridge Auto Sales, Class II License Amendment**

- This Public Hearing was continued by the Ayer Board of Selectmen pending Mr. Partridge meeting with the Planning Board, which he did on August 1, 2013 at 7pm and the Planning Board is satisfied with his proposed parking plan. Enclosed are the Class II License Amendment Materials. Additionally, enclosed is an incident report from the Police Department for a July 15, 2013 incident regarding Mr. Partridge. (See Enclosed)  
**[FOR DISCUSSION/APPROVAL]**

# MARKET

## Public Notice

Commonwealth of Massachusetts  
The Trial Court  
Probate and Family Court  
Docket No. PL13C0057CA  
Plymouth Probate and Family Court  
52 Obery Street, Suite 1130  
Plymouth, MA 02360  
(508)747-6204

### NOTICE OF PETITION FOR CHANGE OF NAME

In the matter of Charles Earl Edwards III of Bridgewater, MA

To all persons interested in petition described: A petition has been presented by Charles E. Edwards III requesting that Charles Earl Edwards III be allowed to change his name as follows: **Pharaoh Lion Emperor I.** IF YOU DESIRE TO OBJECT THERETO, YOU OR YOUR ATTORNEY MUST FILE A WRITTEN APPEARANCE IN SAID COURT AT PLYMOUTH ON OR BEFORE TEN O'CLOCK IN THE MORNING (10:00 AM) ON **07/01/2013**. WITNESS, Hon. Catherine P. Sabatius, First Justice of this Court.

Date: May 16, 2013  
ROBERT MCCARTHY  
Register of Probate

June 7, 2013

## Public Notice

### NOTICE OF PUBLIC HEARING TOWN OF PEPPERELL

In accordance with the provisions of MGL, Ch. 40A, Sec. 11, the Pepperell Planning Board will hold a public hearing on Monday, June 24, 2013 at 7:30p.m. at Town Hall, 1 Main St., Pepperell, MA 01463 on the application of Thomas Jenkins, P.O. Box 61, Pepperell, MA 01463 for a Multi-family Residential Development to be located at 11 Tucker Street, Assessors Map 23 Lot 218, Urban Zoning District, under the provisions of Section 7300 of the Protective Zoning Bylaws. Copies of the application and any associated plans are available for review in the Office of the Town Clerk or Planning Board during regular business hours or may be viewed online at [www.pepperell.ma.us/planning](http://www.pepperell.ma.us/planning). Special services,

## Public Notice

### LEGAL NOTICE

In accordance with MGL Chapter 40A and the Townsend Zoning Bylaw, the Townsend Zoning Board of Appeals will hold a public hearing on Wednesday, June 19, 2013 at 7:00p.m. at Memorial Hall, 272 Main St. on the application of NH Signs on behalf of Energy North Group for a Variance under Zoning Bylaw §§145-52 and 145-66. The applicant is requesting a variance from the requirements of the sign bylaw to modify and increase illumination of the existing sign on the property located at 197 Main Street (Assessor's Map 26, Block 26, Lot 0). Parties wishing to speak in support of, or in opposition to, this application may do so in writing prior to the hearing, or at the hearing in person or represented by an agent or attorney. Copies of this application are available for review in the offices of the Town Clerk and Zoning Board Office during business hours.  
William Cadogan  
Chairman, Zoning Board of Appeals

May 31, 2013  
June 7, 2013

## Public Notice

### PUBLIC NOTICE TOWNSEND BOARD OF HEALTH TITLE 5 REGULATION UPDATES

The Townsend Board of Health held a hearing on 1/14/2013, which was continued until and closed on 3/11/2013, to discuss and revise their subsurface sewage disposal regulations. The following is a summary of those revisions, per the requirements of MGL C111 S31: Section 10.9 was removed; permit expiration shall be determined by Title 5. Section 11.8 & 16.1.1 were removed; the aquifer overlay district will no longer dictate the offset to groundwater. Section 12.6.1 was removed; trench design/construction shall be determined by Title 5. Section 12.9.1 was revised; a 2,500 gallon two-

1BR in Pepperell Center,  
1st flr, Avail 7/1. \$575/mo.  
No utils. No pets. Call  
978-433-2478

Missing Female Grey Cat  
from Pepperell MASS  
Microchipped- REWARD  
978-925-9257

Pepperell- large room,  
central location, no pets,  
\$110/week.  
508-479-3006  
978-433-6246

## 120 Motorcycles

2004 Harley Davidson Ultra  
Classic FLHTCUI black 9,800  
miles \$5,800.  
Serious buyers!  
BENDERS955@GMAIL.COM

## 434 Lost & Found

Missing Female Grey Cat  
from Pepperell MASS  
Microchipped- REWARD  
978-925-9257

## 510 Help Wanted General

7-D SCHOOL VAN  
DRIVERS  
Ayer Shirley area  
Village Transportation  
8-422-6808

## Public Notice

### TOWN OF AYER Ayer Board of Selectmen Public Hearing

The Ayer Board of Selectmen will be conducting a Public Hearing on Tuesday, June 18, 2013, at 7:15 PM at the Ayer Town Hall, first floor meeting room, Main Street, Ayer, MA re: the application by Sean Partridge for Partridge Auto Sales, Inc. seeking to amend his Class II license by increasing his auto sales from six (6) vehicles to fifty (50) vehicles on his property located at 42 Littleton Road, Ayer, MA, pursuant to and in accordance with provisions of Chapter 140 of the General Laws with amendments thereto.  
Pauline Conley, Chairman  
Gary J. Luca, Vice-Chairman  
Christopher R. Hillman, Clerk  
James M. Fay, Member  
Jannice L. Livingston, Member  
Ayer Board of Selectmen

## 510 Help Wanted General

Groton School  
Two Part Time Campus  
Security Officer Positions

Friday & Saturday - second  
shift (3PM - 11:30PM)

Sunday & Monday -- third  
shift (11PM - 7:30AM)

The Buildings and Grounds Department is seeking two Campus Security Officers to join the Security Department. Applicants must possess a valid and unencumbered Massachusetts driver's license, a Massachusetts Class "A" firearms permit and First Responder/CPR training. Applicants will be required to successfully complete a physical ability test. Candidates will have a positive attitude with very good interpersonal skills for performing work duties among students, faculty, staff and guests on campus. Snow shoveling and occasional heavy lifting is required. These positions require 1-3 years previous experience in school or campus security, law enforcement, military police training or correctional officer training. A 10% shift differential is paid for second and third shifts. Please apply in person at the Buildings and Grounds Office, Groton School, Farmers Row (Route 11), Groton MA 01450 or download application at [www.groton.org](http://www.groton.org) and email to [b&g@groton.org](mailto:b&g@groton.org) or call Telephone # (978) 448-7541. Groton School is an equal opportunity employer.

## 510

DETA (LA Full time busy; Miscell; contract should t ing Autc productic candidat cally mi Archite; Contract able to w time fram problem lowe; fabricate; while adhe document codes. Re: ing appro; shop drav filled m railings, frames, frames, e entry level candidate demonstrat

Wages are with expect time posit full compan; ing heal insurance, and

Please em; and co employme ironw No agen

## 514 Help Mel

CNA's for As Westford 7-3pm, 3-1 Full-time, Pa diem. Experi Living prefer tact 978 themdon@brid

## 706 Bicy

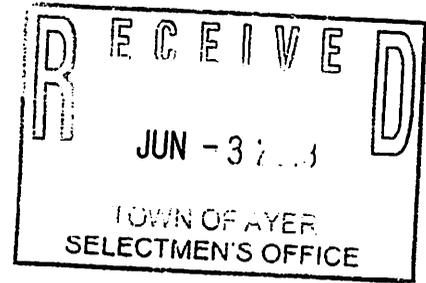
BOY'S 24 INCH BIKE with dual 21 spd., MGX, tion, \$45.97

camcorder with Sony. Good

## DRIVERS

Starting Pay \$24.80/hour  
Up to \$2,000 Starting Bonus!!!!  
Liquefied Natural Gas (LNG) tank truck work. Immediate openings for F/T & P/T drivers, w/a minimum of 3 years CDL Class A semi-trailer experience. Teamsters Union. Requirements include: Class A license with tank & HAZMAT Endorsement, 3 years clean driving record and company drug screening. Must have in hand current DOT physical card and DOT long form as well

Town of Ayer  
Board of Selectman  
Ayer, MA 01432



Partridge Auto Sales, Inc.  
42 Littleton Road  
Ayer, MA 01432

To whom it may concern.

Partridge Auto Sales would like a used car license for a total of 50 cars. We have approximately 44,000 square feet of land, with 31,500 square feet of land that is ready to be used for car sales. I have enclosed a diagram of our property showing the layout of the cars and the measurements of the land we will use for used cars.

Parking spaces are measured 7' X 17'. On the section of land we will use for car sales there are a total of 67 parking spaces. We have an additional area of land that will hold 53 spaces that we will not be using at this time.

I have enclosed a chart that I received from the building inspector showing the zoning of our property. We are located in a General Business zone in town. The specific use of the General Business zone is "Auto sales and service establishments, public garages, filling stations." The building inspector said this was zoned perfectly for the business I am proposing.

We currently have a used car license for up to 6 cars and we have no complaints about the operation of our business.

Thank you  
Sean Partridge  
Partridge Auto Sales, Inc.

A-1 A-2 GR DB QB LI HI HCS

2.29	Ancillary and supporting storage of mobile medical vehicles	NP	P						
2.30	Ancillary and supporting temporary (not to exceed 2 years) modular office space	NP	P						
2.31	Ancillary and supporting swimming pool	NP	P						
2.32	Ancillary and supporting newsstand or cafeteria (food service)	NP	P						
2.33	Ancillary and supporting training/educational center for the public	NP	P						
2.34	Ancillary and supporting helipad	NP	P						
<b>3.0</b>	<b>Agricultural / Outdoor Uses</b>								
3.1	Farming, horticulture, forestry nurseries, greenhouses, and sale of on premise raised produce	P	P	P	P	P	P	P	NP
3.2	Domesticated animal keeping for resident's uses with related structures at least 20 feet from rear and side lot lines	P	P	P	NP	NP	NP	NP	NP
3.3	Golf courses, ski, camping or swimming facilities with incidental sales for patrons	SPZ	SPZ	SPZ	SPZ	P	P	NP	NP
3.4	Commercial removal of sod, stone, loam or other earth products for the elsewhere within the town	SPB	SPB	SPB	SPB	SPB	SPB	P	NP
<b>4.0</b>	<b>Commercial Uses</b>								
4.1	Hotels, motels and inns	SPZ	SPZ	SPZ	P	P	P	P	NP
4.2	Funeral homes and mortuaries	NP	NP	NP	SPZ	P	NP	NP	NP
4.3	Retail stores, showrooms, bakeries	NP	NP	NP	P	P	NP	NP	NP
4.4	Retail consumer service establishments such as but not limited to barber shops, appliance repair shops, dry cleaners	NP	NP	NP	P	P	NP	NP	NP
4.5	Restaurants, cafes, taverns and other food and beverage establishments	NP	NP	NP	P	P	P	NP	NP
4.6	Workshops for custom or on-premise sales goods	NP	NP	NP	P	P	P	NP	NP
4.7	Offices, office buildings	NP	NP	NP	P	P	P	NP	NP
4.8	Banks and other financial institutions	NP	NP	NP	P	P	P	NP	NP
4.9	Theaters, clubs, and other places of indoor commercial amusement and assembly	NP	NP	NP	P	P	P	NP	NP
4.10	Commercial or public parking areas	NP	NP	NP	P	P	SPZ	SPZ	NP
4.11	Auto sales and service establishments, public garages, filling stations	NP	NP	NP	SPZ	P	NP	NP	NP
4.12	Wholesaling and distribution	NP	NP	NP	NP	SPZ	P	P	NP
4.13	Uses accessory to permitted uses	NP	NP	NP	P	P	P	P	NP

BOS <sup>Meeting</sup>  
6-18-13

**TOWN OF AYER**  
**Ayer Board of Selectmen**  
**Public Hearing**  
 The Ayer Board of Selectmen will be conducting a Public Hearing on Tuesday, June 18, 2013, at 7:15 PM at the Ayer Town Hall, first floor meeting room, Main Street, Ayer, MA re: the application by Sean Partridge for Partridge Auto Sales, Inc. seeking to amend his Class II license by increasing his auto sales from six (6) vehicles to fifty (50) vehicles on his property located at 42 Littleton Road, Ayer, MA, pursuant to and in accordance with provisions of Chapter 140 of the General Laws with amendments thereto.  
 Pauline Conley, Chairman  
 Gary J. Luca, Vice-Chairman  
 Christopher R. Hillman, Clerk  
 James M. Fay, Member  
 Jannice L. Livingston, Member  
 Ayer Board of Selectmen

June 7, 14, 2013

\$ 57.28 / Day  
 \$ 114.56 / Total

June 4, 2013

Nashoba Publications  
Public Spirit

**Re: Public Hearing Legal Notice  
Partridge Auto Sales, Inc.**

Dear Rebecca:

Please release the following Legal Notice for the periods of June 7, 2013 and June 14, 2013.

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

The Ayer Board of Selectmen will be conducting a Public Hearing on Tuesday, June 18, 2013, at 7:15p.m. at the Ayer Town Hall, first floor Meeting Room, Main Street, Ayer, MA re the application by Sean Partridge-for Partridge Auto Sales, Inc. seeking to amend his Class II License by increasing his auto sales from six (6) vehicles to fifty (50) vehicles on his property located at 42 Littleton Road, Ayer, MA pursuant to and in accordance with provisions of Chapter 140 of the General Laws with amendments thereto.

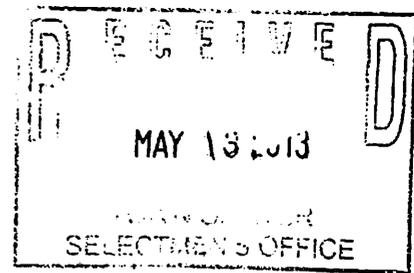
**Pauline Conley, Chairman  
Gary J. Luca, Vice-Chairman  
Christopher R. Hillman, Clerk  
James M. Fay, member  
Jannice L. Livingston, member  
AYER BOARD OF SELECTMEN**

Thank you,

Janet Lewis, Secretary

5-21-13

7:30



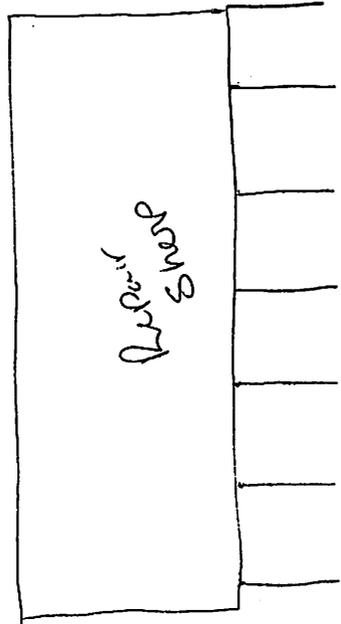
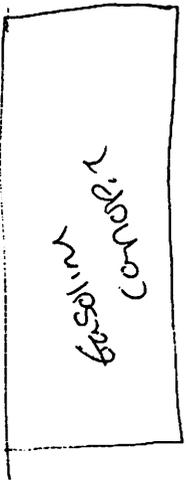
Town of Ayer,  
Board of Selectman

To whom it may concern,

I would like to amend my current used car license. I would like to increase the number of cars from 6, to 50 based on the measurements of the space I will use. My lot size is approximately 44,000 square feet, I will use approximately 21,000 square feet for auto sales. I calculate a total of 61 parking spaces, at 8' per space. The cars will be displayed along both sides of the parking lot and in the back yard.

Sincerely,  
Sean Partridge

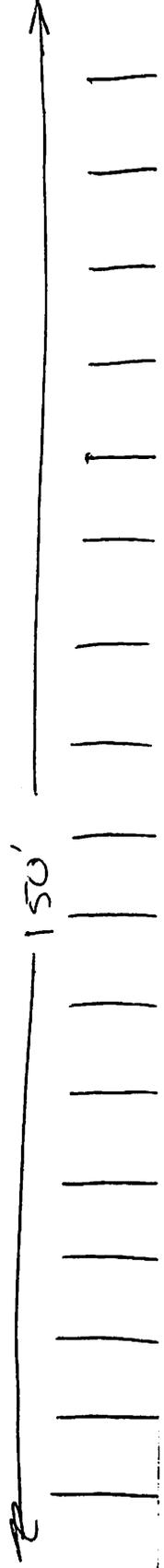
RF 2A



75'  
8' per parking space = 9 spaces

Total of 61 Parking Spaces

8' per parking space = 18 spaces

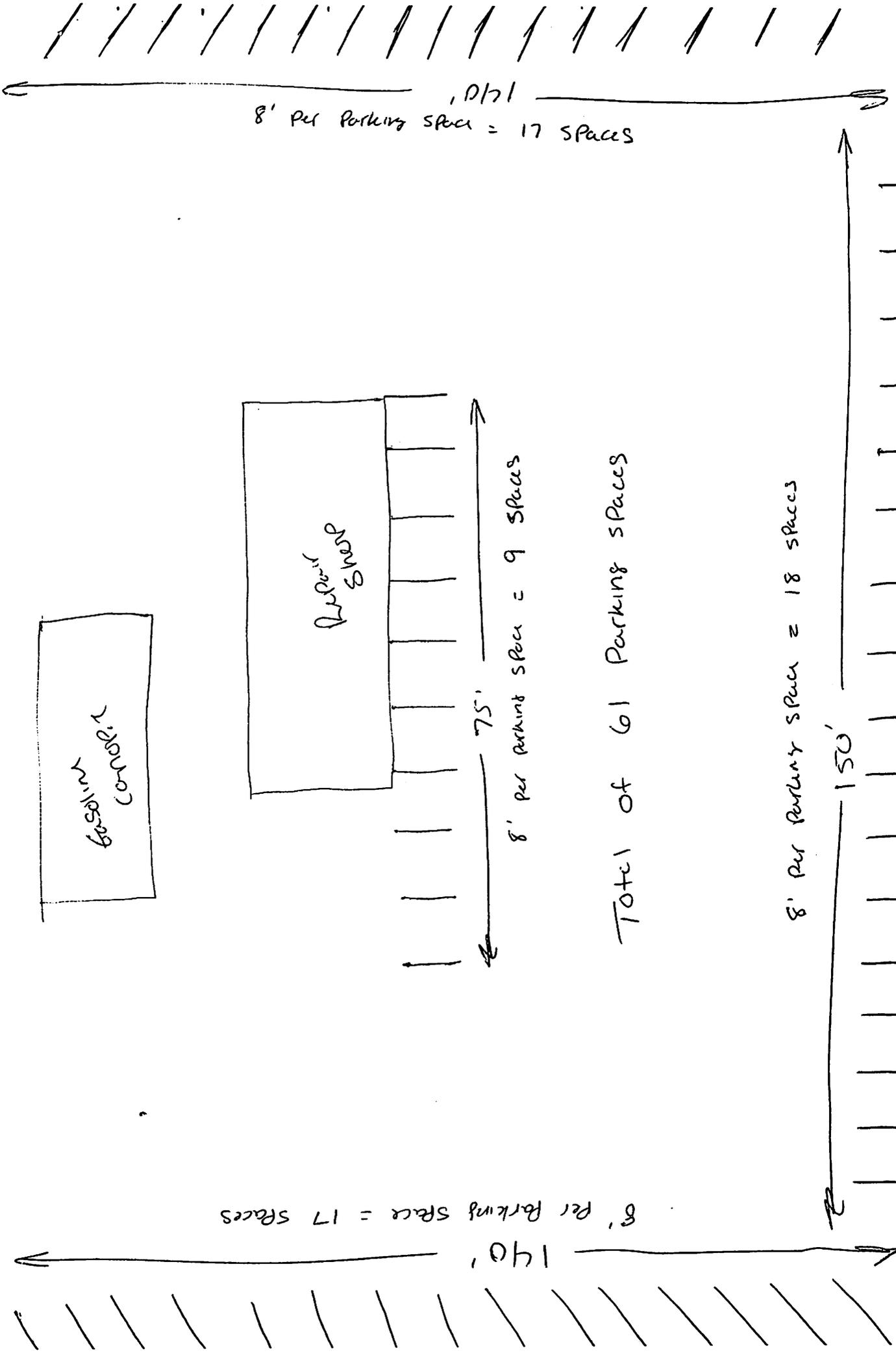


150'

8' per parking space = 17 spaces

140'

8' per parking space = 17 spaces



For Date: 07/15/2013 - Monday

<u>Call Number</u>	<u>Time</u>	<u>Call Reason</u>	<u>Action</u>	<u>Priority</u>	<u>Duplicate</u>
13-9903	1530	Initiated - TRAFFIC /MOTOR VEH. CO	TRAFFIC WARNING ISSUED	2	
Call Taker:		D1 - ROCHE, VICTORIA			
Location/Address:		CARLTON CIR			
Initiated By:		32 - CALLAHAN, MATTHEW			
Unit:		32 CALLAHAN, MATTHEW			
			Arvd-15:30:00 Clrd-15:37:56		
Vehicle Entered By:	07/15/2013 1533	D1 - ROCHE, VICTORIA			
Modified By:	07/15/2013 1558	D1 - ROCHE, VICTORIA			
Vehicle:		GRY 2003 BMW SE 530I Reg: PC MA 489EP1 VIN: WBADT63443CK31364			
Operator:		PARTRIDGE, SEAN S @ 28 WEST ST Apt. #5B - AYER, MA 01432-1379			
		Race: W Sex: M OLN: MA S17497868			
Owner:		PARTRIDGE, KELLEY A @ 6 BEECH RD - WESTFORD, MA 01886-2350			
Narrative:		07/15/2013 1537 ROCHE, VICTORIA			
Modified By:		07/15/2013 1558 ROCHE, VICTORIA			
		NO SEARCH W/M 1 OCC NO PLATES ON VEHICLE. REGISTERED TO THE PARTRIDGES.			
		AC/76			

**MS. ALICIA HERSEY, DEPT. OF ECON. DEVELOPMENT**

- Ms. Hersey will appear before the BOS seeking approval of the enclosed FY 2011 CDBG Grant Amendment (See Enclosed) **[FOR APPROVAL]**

# 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

FR: Alicia Hersey, Administrative Assistant

DT: August 6, 2013

RE: Changes to FY 11 Grant

---

At this time the Office of Community Development is seeking approval to make a change to the Ayer's FY11 CDBG grant.

We are requesting to move \$626.83 from the Program Income Account into the Grant Housing Rehabilitation Budget. This will make the total funds used in this Grant \$900,626.83. We are currently finishing the last housing unit for this Grant and we need these funds to address a final change order. All funds will be disbursed in this Grant. We have an initial approval for this re-allocation from DHCD.

I need the BOS to approve a change to the CDBG FY11 Grant.

**Request the Board approve a change in the budget and extend the FY11 Grant.**

Massachusetts Community Development Block Grant Program  
Chapter 3 Grant Management Forms

**Budget and Program Revision Form**

<b>Community/Grantee:</b> Ayer	<b>Original Award:</b> \$900,000
<b>Program Name/Year:</b> CDF-FY11	<b>Revision #:</b>
<b>Grant #:</b> Grant #00023	P-number (program revision)
	B-number (budget revision) #3
	E-number (extensions)
<b>Contract End Date:</b> 09 / 30 / 2013	<b>Date Revision Submitted:</b> 08/06/2013

This request is for the following change(s). Grantee check all "Requested" that apply; DHCD will initial those that are approved in the approved column

Grantee Requested	An X in the left column indicates the item is included by the Grantee, an X in the right hand column indicates DHCD approval of the item when the form is signed.	DHCD Approved
X	<b>Budget Amendment to increase the grant award to \$ 9000,626.83</b>	
	<b>Budget Revision for:</b>	
	• Change in administrative dollars	
	• Transfer of funds from construction to non-construction or vice versa	
	• Cumulative transfers among separately budgeted activities which exceed or are expected to exceed 10% of the approved grant award if the grant award exceeds \$100,000	
	<b>Program Extension (to increase period of availability of funds/period of performance) to / /</b>	
	• This extension will extend period of performance beyond the end of the term of the current grant agreement	
	<b>Program Revision for:</b>	
	• Revision in scope or effectiveness of a project/program design or significant change in the accomplishment of the national objective or beneficiaries to be served.	
	• Changes in key personnel	
	• For non-construction projects, contracting out or subgranting or otherwise obtaining services of a third party to perform activities which are central to the purposes of the award if not specified in the application or grant award	
	• Other, specify	

This request is submitted and all relevant information specified on page 4 is provided in attachments. I understand that the revision or extension requested is not approved unless and until this form is countersigned as "approved" or "approved with revisions" by the Associate Director and returned to me.

<b>Authorized Signature for Grantee:</b>	Pauline Conley Chairman, Ayer Board of Selectmen
<b>Program Rep. initial and date:</b>	<b>Date 08/06 /2013 Print Name &amp; Title:</b>

<b>Program Rep. initial and date:</b>	<b>Program manager signature and date:</b>
---------------------------------------	--

This request # _____ is _____ approved as requested
_____ approved with the modifications shown on the _____ denied
_____ following pages numbered _____

<b>Authorized signature for Mass. CDBG</b>	Sandra L. Hawes, Associate Director, DCS Print name, title, and date
--	---

Massachusetts Community Development Block Grant Program  
Chapter 3 Grant Management Forms

Include this page only if a budget revision is part of the request

**BUDGET CODE SHEET Revision #**

	Activity	Amount	Code	Activity	Amount
1	PROPERTY ACQUISITION		6A	PF/I Administration	27,688.00
2	CLEAR./DEMOLITION		6B	PF/I Streets and Sidewalks	444,093.69
3	RELOCATION		6C	PF/I Parks and Recreation	
4A	HR Program Delivery	73,839.00	6D	PF/I Neighborhood Facilities	
4B	HR Unit Development		6E	PF/I Parking	
4C	HR Rehab. Loans/Grants	305,956.14	6F	PF/I Water	
4D	HR Other		6G	PF/I Sewer	
5A	ED Administration		6H	PF/I Drainage	
5B	ED Acquisition		6I	PF/I Architectural Barriers	
5C	ED Commercial Improve.		6J	PF/I Other	
5D	ED Assist. To For-profits		7	Other/Planning	
E	ED Infrastr/Street Imprv.		8A	PSS Administration	
5F	ED Planning/Tech. Assistance		8B	PSS Program Costs	
5G	ED Downtown Partnership		9	General Administration	49,050.00
5M	ED Other				
5N	ED Microenterprise Assistance		<b>TOTAL BUDGET</b>		<b>900,626.83</b>

Massachusetts Community Development Block Grant Program  
Chapter 3 Grant Management Forms

<b>BUDGET REVISION</b>					
<b>From Activity:</b>	<b>Activity Code</b>	<b>Amount</b>	<b>To Activity</b>	<b>Activity Code</b>	<b>Amount</b>
<b>Program Income</b>		<b>\$626.83</b>	<b>HR Rehab.</b>	<b>4C</b>	<b>\$626.83</b>
		\$			\$
		\$			\$
		\$			\$
		\$			\$
<b>Comments</b>					
<b>Program Income added to complete final project.</b>					
<b>Internal DHCD Approvals</b>					
<b>Fiscal Rep Initial and Date</b>			<b>Fiscal Manager Signature and Date</b>		

**POLICE CHIEF WILLIAM MURRAY**

- Chief Murray will appear before the BOS seeking the approval of the appointment of Mr. Daniel T. Morrison to the Ayer Police Department. Chief Murray and Mr. Morrison will appear before the BOS. (See Enclosed Memo from the Chief) **[FOR APPROVAL]**



# 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, Daniel Morrison, file  
**Date:** July 19, 2013  
**Re:** Police Officer Appointment

---

I am requesting that the Board appoint, contingent on passing a physical and psychological exam, **Daniel T. Morrison** to the Ayer Police Department's open police officer position. Dan is a past employee of the Town and Department serving September 24, 2007 to his resignation for personal reasons on June 30, 2011. Dan was an excellent employee and a key figure in our Community Policing efforts. I have no reason to believe that anything has changed that would prohibit him from beginning where he left off.

Per Article 25 of the Collective Bargaining Agreement between the Town and the APPOA "The Board of Selectmen, as the appointing authority, has the right to start a newly hired officer at any step". I recommend that the Board start Dan at Step 2 for a period of six (6) months after which time he will go to Step 3. When budgeting for FY14 I did not anticipate the return of an officer to the Department and therefore only budgeted for a Step 2 employee. However, with the continued absence of an officer who is out on a line of duty injury and the resultant insurance partial reimbursement of his pay to help cover overtime costs I believe our budget can sustain my recommendation.

**REPORT FROM 7-30-2013 JOINT EXECUTIVE SESSION OF THE AYER BOS/BOH**

- Upon the recommendation of Town Counsel, the enclosed report should be read into the official record and publically reported at Tuesday's meeting in Open Session. (See Enclosed) **[TO BE PUBLICALLY REPORTED AND ENTERED INTO THE RECORD]**

## **APPOINTMENTS**

1. **Personnel Board Appointments** (See Enclosed) **[FOR REVIEW/DISCUSSION/APPROVAL]**

*Note: All three candidates have been notified and are planning to attend the meeting.*

2. **Personnel Board of Appeals Appointments** (See Enclosed) **[FOR APPROVAL]**

3. **Re-Appointment of Building Department**

- The members of the Building Department: Mr. Vellante, Building Commissioner; Mr. Phil Horgan, Wiring Inspector; and Mr. Robert (Bob) Friedrich, Plumbing Inspector will appear before the BOS to discuss the issue(s) of their reappointments. As the BOS is aware, re-appointment letters were submitted on June 18, 2013 (See Enclosed). The BOS has held those Appointments in abeyance, pending meeting with the Department. Finally, some Selectmen have raised questions about the Plumbing Inspector's use of Plumbing Inspection Tags and the funding for those tags (See Enclosed Materials).
  
- It is the recommendation of the Town Administrator without hesitation or reservation to recommend the annual reappointment of Mr. Vellante as Building Commissioner for a term of July 1, 2013 thru June 30, 2014. Additionally, the Town Administrator recommends without hesitation or reservation the reappointment of Mr. Phil Horgan as the Wiring Inspector for a term of July 1, 2013 thru June 30, 2014. Finally, the Town Administrator supports the Building Commissioner's recommendations for reappointment of all other Building Department employees with the exception of Mr. Friedrich, for whom the Town Administrator defers to the BOS to deliberate. **[FOR DISCUSSION/REVIEW/APPROVAL]**

4. **Future Structure of Building Department:**

- As the BOS is aware, Town Meeting approved increased funding in the amount of approximately \$70,000.00 to the FY 2014 Building Department for the purposes of restructuring the Department to increase property enforcement and customer service.
  
- The BOS has discussed the following potential scenarios:
  1. Funding of a full time Building Inspector;
  2. Funding of an additional part-time, non-benefitted Building Inspector (perhaps with a focus on code enforcement);
  3. Funding for part-time, non-benefitted admin/clerical support/increased coverage of the Building Department;
  4. Some kind of combination of 1 thru 3.
  5. Other ideas?

With the first month of FY 2014 already over, respectfully the BOS needs to decide and advise on the structure of the Building Department and the appropriate use of this increase funding.  
**[FOR DISCUSSION]**

# 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:** August 2, 2013

**TO:** Ayer Board of Selectmen

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

**SUBJECT:** Personnel Board Candidates

Dear Honorable Selectmen,

As you are aware, the Ayer Personnel Board consists of a five (5) member Board appointed by the Ayer Board of Selectmen. Additionally, as you are aware, the Ayer Personnel Board has not had a quorum (minimum of three members) for a considerable amount of time.

The following three candidates have applied for the Ayer Personnel Board:

- Lt. Brian Gill
- Ms. Lisa White
- Mr. Mark Coulter

Attached are their letters of intent and the candidates will be present at the BOS Meeting on Tuesday, August 6, 2013 to meet with the BOS.

The Finance Committee has appointed Mr. Brian Muldoon to the Personnel Board.

The Town continues to advertise for the vacancies on the Personnel Board at this time.

Thank you for your consideration.

# Brian Gill

36 Pearl St • Ayer, 01432 • Phone: 978-772-1368  
E-Mail: bgillten@me.com

Date: June 26, 2013

Robert Pontbriand  
Town Administrator  
Town of Ayer, Massachusetts  
Town Hall  
1 Main St  
Ayer, MA 01432

Dear Mr. Pontbriand:

I am writing this letter to inform you of my interest in serving on the Town of Ayer's Personnel Board, which has been recently suspended due to a lack of board members. I believe that this board serves an essential function to the Town and its employees, and believe that I could serve on this board in an effective manner.

In 1995 I started my employment in the Town of Ayer as a Dispatcher and was appointed as a Patrol Officer about a year later; shortly thereafter in 1996, I moved into an apartment in the Town of Ayer. I have had many milestones since I first began working and living in the town; I met and married my wife Monica and we moved into a bigger apartment, eventually buying a house on Pearl St (where we currently live with our two boys who are 8 and 6). I am very happy to say that I am still with the Ayer Police Department, holding the position of Police Lieutenant.

I believe that I can be an asset to the Town and have several positive qualities that I can bring to the Personnel Board. As earlier stated, I am proud to be able to say that I am an employee and a resident of the Town of Ayer. I have a Bachelors Degree in Sociology and a Masters Degree in Public Administration. I have a strong desire to create and foster a positively charged workforce through employee and employer relationships. Lastly, I believe that employees are the most important asset to any workforce setting, "Human Capital"; the Town, through the Personnel Board and the Town of Ayer's Personnel Bylaw should strive to maintain personnel policies that recruit, maintain and provide guidelines for this most important town asset.

I hope you will consider my interest in serving on the Personnel Board.

Sincerely,



Brian Gill

Resident: 36 Pearl St / Employee: Town of Ayer – Police Department

## Robert Pontbriand

---

**From:** Lisa White [lwhite@ayer.ma.us]  
**Sent:** Monday, July 08, 2013 9:38 AM  
**To:** 'Robert Pontbriand'  
**Cc:** christopher hillman; 'Frank Maxant'; Gary Luca; James Fay; Janice Livingston; Pauline Conley  
**Subject:** Letter of Application

Dear Robert,

Please accept this email as my application for the Personnel Board.

During my several year tenure with the Personnel Board, I was involved with several employee reclassifications and one new employee classification, the update of Ayer's Personnel Policies Manual, job descriptions review, By-Law review and annual wage research. I believe that my experience will be an asset to this Board.

Thank you,  
Lisa

Lisa E. White  
Department Assistant

Ayer Fire Department  
1 West Main Street  
Ayer, MA 01432-1210

978-772-8231

[lwhite@ayer.ma.us](mailto:lwhite@ayer.ma.us)

## Robert Pontbriand

---

**From:** mark coulter [rymark20042000@yahoo.com]  
**Sent:** Thursday, July 11, 2013 10:11 AM  
**To:** Ta@ayer.ma.us  
**Subject:** personnel board

Robert,

I am interested in securing a position on Ayer's Personnel Board. My printer is down, I am unable to print out a letter at this time.

I have spent 28 years in public service in three towns , both as a non-member and as a member of a union thus I believe my experiences will be of a benefit to the personnel board and the town of Ayer.

The consideration of the Board Of Selectmen in this request is appreciated

Mark W. Coulter

# 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:** August 2, 2013

**TO:** Ayer Board of Selectmen

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

A handwritten signature in blue ink, appearing to read 'R.A.P.', with a horizontal line underneath.

**SUBJECT:** Personnel Board of Appeals Appointment Lottery

Dear Honorable Selectmen,

I am respectfully requesting that the Ayer Board of Selectmen appoint the Personnel Board of Appeals by lottery as set forth in Chapter 12, Step 5 of the Town of Ayer Personnel Policies (see attached).

I will provide a container with the position names inside for the Board to draw in lottery format at your Open Session Meeting on Tuesday, August 6, 2013.

The five members listed in Chapter 12, Step 5 who are selected by lottery on Tuesday night will serve on the first case when needed. Then, in accordance with the procedure, members will be chosen by lottery on a case by case basis.

The Personnel Board of Appeals is subject to and governed by Chapter 12, of the Ayer Personnel Policies.

Thank you for your consideration.

Attachment

## **12. PROBLEM RESOLUTION PROCEDURE**

It is the policy of the Town of Ayer to provide an effective and acceptable means for employees to bring problems and complaints concerning their well being at work to the attention of their supervisor. When the employee feels aggrieved, he or she shall be allowed to follow all the steps of this procedure with freedom from reprisal. However, this procedure does not confer the right upon anyone to make slanderous or libelous statements, or to take any other actions otherwise prohibited by law.

Employees are encouraged to bring any problems or valid complaints regarding their employment or working environment to their respective supervisors. These complaints should be made in order of succession, up to and including their appointing authority. If the complaint is not resolved at any of these levels, the employee may bring the complaint to the Personnel Board and finally to a Board of Appeals. The steps of this procedure will be taken in order.

**STEP 1** - If any employee has a request or problem, it should be first discussed by meeting with his/her immediate supervisor within 10 working days from when the event occurred or from when he/she found out about the event. At this meeting the supervisor will determine if the employee's problem (complaint) falls within the categories listed in paragraph 12.1 of the Personnel Policies and Procedures Manual. If the problem (complaint) is "valid", the supervisor will initiate a "Conference Form" (part A). The supervisor shall respond to the employee in writing (Conference Form-part B) within 10 working days after the meeting.

**STEP 2** - If this conference step fails to resolve the complaint to the satisfaction of the employee, he/she may refer the matter in writing, including a full record of the disposition of this matter at step 1, to the next level supervisor within 10 working days from the receipt of the response from the immediate supervisor.

The next level supervisor shall have a meeting with all parties to attempt to reach a satisfactory understanding and resolution with the complainant and respond to all the parties in writing with his/her findings, within 10 working days from the receipt of the letter of complaint. If the problem is not resolved to the complainant's satisfaction, this step shall be repeated for each higher level supervisor up to and including the employee's appointing authority.

For the purpose of this article, the Town Administrator is considered the last supervisor in the chain of command before the appointing authority for all employees under the jurisdiction of the Board of Selectmen.

**STEP 3** - If 10 working days have elapsed since the submission of the matter in writing to the appointing authority and the problem is still unresolved, either party may appeal, in writing, including a full record of the disposition of this matter at any prior steps, to the Personnel Board within 15 working days from when the appointing authority responded or should have responded.

**STEP 4** - The Personnel Board shall act on a complaint only during a scheduled meeting at which the matter is on the agenda. The Personnel Board shall take the question under advisement, collecting such facts relating thereto as it may deem helpful, and it may, in its discretion, hold

private or public hearings with respect to such question. Said meetings will be held in conformance with the Open Meeting Law. Not later than thirty (20) working days after receipt of written submission of the matter, the Personnel Board shall render its decision.

STEP 5 - If the decision rendered by the Personnel Board is considered unsatisfactory to either party, then final appeal may be made, in writing, including a full record of the disposition of this matter at any prior steps, within 10 working days from when the Personnel Board responded or should have responded, to a board of appeals.

The board of appeals shall have five members and will be chosen by lottery on a case by case basis from the following:

- Police Chief.
- Fire Chief.
- Town Administrator.
- Town Treasurer.
- Town Clerk.
- Member of the Board of Assessors.
- Town Accountant.
- Economic Development Director.
- Member of the Board of Parks Commissioners.
- Member of the Planning Board.
- Member of the Zoning Board of Appeals.
- Member of the Board of Health.
- Member of the Conservation Commission.
- Department of Public Works Superintendent.

In the case of Boards and Commissions listed herein, one member from each body shall be chosen each year to serve as the representative to this appeals board. Such selection shall be made on or before July 1<sup>st</sup> of each year.

One of the five members chosen for a particular case shall be chosen by lottery to serve as board chair. If the issue directly involves one or more of these panel members, they will not be available to be chosen for the panel.

The Board of Appeals shall meet the parties within 14 calendar days of receiving the written complaint, and shall issue its findings within 14 calendar days after said meeting. The findings of the Board of Appeals shall be determined by a majority vote of the case panel and will be binding on all parties.

If the complainant does not meet the time limits on any of these steps, the complaint will be determined to have been dismissed or resolved to the satisfaction of both parties. If the supervisors, appointing authority or Personnel Board does not meet the time limits on any of these steps, the complainant shall have the right to advance to the next step in the procedure. The time limits may be extended for any of these steps by mutual agreement of the parties.

## **12.1 Valid Complaints**

Complaints by an employee relating to his/her employment which include, but are not necessarily limited to, are the following:

- Disciplinary actions of any kind.
- Actions resulting from the performance review.
- Concerns regarding the application, meaning or interpretation of personnel policies, procedures, rules and regulations.
- Acts of reprisal as the result of utilization of the grievance procedure.
- Complaints of discrimination on the basis of race, color, creed, national origin, sex, age, handicap or political affiliation.
- Complaints of personal harassment by fellow personnel.
- Assignment of significant duties on a regular and recurring basis outside the employees posted job descriptions.
- Actions resulting from job reclassifications.

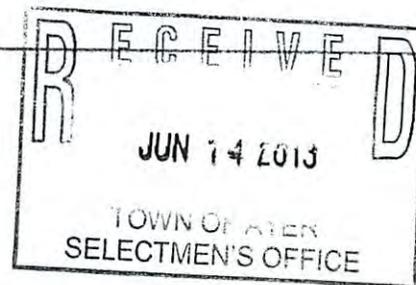
## **12.2 Non-Valid Complaints**

Complaints, which do not apply, involve the following:

- The creation, establishment or revision of wage and salary tables, position Rating Manual Standard, and general benefits accorded to employees.
- Work activity accepted by the employee as a condition of employment or work activity, which may be reasonably expected to be a part of the job content.
- The contents of statutes or established personnel policies, procedures, rules and regulations.
- The methods, means, scheduling, and staffing by which work activities are to be carried out.
- Discharge, demotion, layoff or suspension from duties because of lack of work, reduction in work force or job abolition.
- Resignation.
- Employee requested demotion or transfer without loss of pay.

**Gabriel Vellante**

**From:** Robert Pontbriand [ta@ayer.ma.us]  
**Sent:** Wednesday, June 12, 2013 4:46 PM  
**To:** gvellante@ayer.ma.us  
**Subject:** Appointment Letters



Dear Gabe,

The BOS is doing Appointments on Tues. June 18, 2013.

Please have letters of appointment submitted to me by this Friday at 12pm for

- 1. Building Inspector
- 2. Assistant Building Inspector
- 3. Alternate Building Inspector
- 4. Plumbing/Gas Inspector
- 5. Assistant Plumbing/Gas Inspector
- 6. Wiring/Electrical Inspector
- 7. Assistant Wiring Inspector

As you know these are all annual appointments from July 1, 2013 to June 30, 2014.

Also, some members of the BOS saw the new Plumbing Inspection Tag and take issue with the fact that it does not have the Town of Ayer printed on it nor the Town Seal. Also how much was spent on these tags per the Board?

Thank you. *4/11/12 BOB, TALK w/ BOB ABOUT THIS. ASAP*

Sincerely, *176.00 ITS GETTING OUT OF CONTROL.*

Robert *(1000) GABRIEL*

Robert A. Pontbriand  
Ayer Town Administrator

Ayer Town Hall  
1 Main Street  
Ayer, MA 01432

(978)772-8210  
ta@ayer.ma.us

**TOWN OF \_\_\_\_\_**

**GAS INSPECTION**

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

Inspector \_\_\_\_\_

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

Street: \_\_\_\_\_

St. No: \_\_\_\_\_ Lot No. \_\_\_\_\_

Permit No: \_\_\_\_\_

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**TOWN OF AYER**  
**GAS INSPECTION**

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

Inspector \_\_\_\_\_

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

Street: \_\_\_\_\_

St. No: \_\_\_\_\_ Lot No. \_\_\_\_\_

Permit No: \_\_\_\_\_

Remarks: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Robert Pontbriand

---

**From:** Robert Pontbriand [ta@ayer.ma.us]  
**Sent:** Tuesday, July 02, 2013 11:54 AM  
**To:** 'Robert FRIEDRICH'  
**Cc:** 'Janet Lewis (Ayer BOS secretary)'  
**Subject:** RE: Meeting

Dear Bob,

Good Morning! I am in the Office today (July 2<sup>nd</sup>) all day if you would like to stop by. I am out of the Office the rest of the week but would be available to meet either next Monday July 8<sup>th</sup> or Tuesday July 9<sup>th</sup>.

I will see what (if any e-mails) exist concerning you per your request below. Under the Public Records Law, I have ten days to produce the records but I will do my best to expedite and see if there is anything sooner.

Sincerely,

Robert

Robert A. Pontbriand  
Ayer Town Administrator

---

**From:** Robert FRIEDRICH [<mailto:rfriedrich1@me.com>]  
**Sent:** Monday, July 01, 2013 5:36 PM  
**To:** [ta@ayer.ma.us](mailto:ta@ayer.ma.us)  
**Subject:** Meeting

Robert: I would like to meet with you tomorrow, also I would like to have all copies of all emails that concern myself as the Plumbing and Gas Inspector for the Town of Ayer.

Thank You in Advance

Robert Friedrich  
Plumbing/Gas Inspector/Mechanical  
Town of Ayer  
[PlumbingInspector@me.com](mailto:PlumbingInspector@me.com)

## Robert Pontbriand

---

**From:** Chris hillman [chillman@ayer.ma.us]  
**Sent:** Monday, March 11, 2013 10:12 AM  
**To:** Robert Pontbriand; Jim Fay  
**Subject:** Gas tag, Shirley-Ayer.  
**Attachments:** photo.JPG; ATT00070.txt

I found this on a furnace in Shirley Saturday! Notice the tag, and what's crossed out. was inspected last week by Freidrich. Are we paying for there gas inspection tags also? And what else?

SHIRLEY  
TOWN OF ~~APR~~

# GAS INSPECTION

Tested: ~~05/00~~ Date: 2/27/13

Inspector R FRIEDRICH

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

Street LITTLE TPK

St. No. 105 Lot No. \_\_\_\_\_

Permit No. \_\_\_\_\_

Remarks: GAS APE TEST

## TOWN ADMINISTRATOR'S REPORT

### 1. Contract for Groton School Road Pumping Station Upgrade (Awarded at 7-16-2013 mtg)

- On behalf of the DPW Superintendent, the Town Administrator will present this contract for approval and signature by the Ayer Board of Selectmen. Kindly see the enclosed memo from Superintendent Wetzel (See enclosed) **[FOR APPROVAL]**

### 2. Authorization of ASRSD Proposed Infrastructure Projects

- On behalf of the DPW Superintendent, please see the enclosed memo. The Town Administrator recommends and supports the authorization of these projects (See enclosed) **[FOR APPROVAL]**

*NOTE: The DPW Superintendent has an "Item #3" in his memo which does not require BOS authorization and therefore was not on the Meeting Agenda.*

### 3. MUNIS ASP Contract

- Enclosed is the MUNIS ASP Contract with Tyler Technologies in the total amount of \$119,113 (over three-year term) for the upgrades to the MUNIS System as presented by the Town Accountant and IT Systems Administrator. Additionally, on June 10, 2013 the I.T. Committee reviewed and unanimously recommended the approval of the Contract. Additionally, the Town Administrator and Town Counsel reviewed and approve the Contract in terms of legal form.
- Finally, because this is a sole-source provider, procurement has been met under MGL Chapter 30B. Funding for this Contract was recommended for approval by the Capital Planning Committee, Finance Committee, and was approved by Town Meeting on May 13, 2013. Ms. Knox and/or Ms. Gabree will be in attendance to answer any questions. (See Enclosed) **[FOR APPROVAL]**

### 4. Procedure and Special Election Home Rule Petition: Reduction of Selectmen from 5 to 3

- Enclosed is an executed copy of the Home Rule Petition approved by the State Legislature and Signed by the Governor authorizing the Town of Ayer to hold a Special Election to determine whether the Town shall reduce the number of Selectmen from 5 to 3.
- The next step in the process is for the Town to hold a Special Election no later than sixty-five (65) days before the Annual Election in order for the Voters to decide whether to reduce the number of Selectmen from 5 to 3.

- The BOS should review the Home Rule Petition and discuss this matter on Tuesday. Additionally, the BOS should consider call for a Special Election with a specific date. (See Enclosed) **[FOR REVIEW/DISCUSSION/APPROVAL]**

5. **Opening of the Fall Special Town Meeting Warrant**

- The Town Administrator respectfully requests that the BOS vote to authorize the opening of the Fall Special Town Meeting Warrant. The primary reason is so that the DRAFT Warrant and Warrant process can commence. The Fall Special Town Meeting will be on Monday, October 28, 2013 at 7pm. **[FOR APPROVAL]**

# 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: August 6, 2013  
To: Board of Selectmen  
From: Mark Wetzel, P.E., Public Works Superintendent  
Subject: Meeting Agenda Items

Please find attached for your review and/or approval:

1. Contract for Groton School Road Pump Station Replacement. Attached is the Contract with Ricciardi Bros., Inc for execution by the Board (4 sets). The Contract amount is \$410,878.00 . The Contractor has provided Payment and Performance Bonds and Insurance Certificates in accordance with the contract documents. A full copy of the contract documents is available with the Town Administrator
2. Ayer Shirley Regional School District DPW Work. We billed the District \$9,963.95 for snow plowing and salting in FY12. We have since found that the Town amended the Agreement to include snow and ice removal. ASRSD would like us to provide "in-kind" services to work off the invoices. The DPW would like approval from the Board to complete these services. Please see attached memo.
3. Streetlight Purchase - The Energy Committee and Green Community Committee have begun investigating the purchase of the streetlights in town. Many other Massachusetts communities have done this with significant savings. Attached is a a memo explaining the process and a draft letter to NGrid requesting a preliminary purchase estimate.

**FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between Town of Ayer, Board of Selectmen ("Owner") and  
Ricciardi Bros., Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

The replacement of an existing sewage pump station with a new, submersible pump station. The project shall include, but not necessarily limited to, the installation of a submersible duplex pump system and standby generator, maintaining flow conditions of the existing pump station throughout the duration of the project, demolition and legal disposal of existing generator; providing a temporary generator, temporary control wiring and electrical service to existing pump station; the abandonment of the existing pump station's wet well and dry pit including all electrical systems; new sections of gravity collection system, force main piping and associated valves; providing a precast concrete wet well, and flow meter/valve vault; site improvements including gravel access drive, stormwater management measures, loaming and seeding; new electrical service and gas service to new pump station, and all appurtenances and incidentals to make a complete and operational pump station.

**ARTICLE 2 – THE PROJECT**

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

**Groton School Road Pump Station Replacement, Town of Ayer, Department of Public Works, Ayer, MA**

**ARTICLE 3 – ENGINEER**

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

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 196 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 210 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,000.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a lump sum of: \$410,878.00

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by the Engineer, monthly during

construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided in Paragraph 14.01 of the General Conditions.

- B. Owner will make progress and final payments as provided in Article 14 of the General Conditions of the Contract and in accordance with the applicable Massachusetts General Law.

## **ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS**

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

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 8 – CONTRACT DOCUMENTS

### 8.01 *Contents*

#### A. The Contract Documents consist of the following:

1. Advertisement for Bids.
2. Instructions to Bidders.
3. Sub-Bid Forms.
4. This Agreement.
5. Performance bond.
6. Payment bond.
7. General Conditions.
8. Supplementary Conditions.
9. Specifications as listed in the table of contents.
10. Drawings consisting of 8 sheets with each sheet bearing the following general title: Groton School Road Pump Station Replacement, June 2013.
11. Addenda (numbers 1 to 2, inclusive).
12. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages 1 to 7, inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (DCAM Statement pages 1 to 10, inclusive).
13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed (pages 1 to 1, inclusive).
  - b. Work Change Directives.
  - c. Change Orders.

#### B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

#### C. There are no Contract Documents other than those listed above in this Article 8.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 9 – MISCELLANEOUS**

### **9.01 Terms**

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

### **9.02 Assignment of Contract**

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

### **9.03 Successors and Assigns**

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

### **9.04 Severability**

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

### **9.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to

establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on <u>July 16, 2013</u> (which is the Effective Date of the Agreement).	
OWNER:	CONTRACTOR
Town of Ayer, Board of Selectmen	Ricciardi Bros. Inc.
By:	By: <u>James M Ricciardi</u>
By:	Title: <u>Pres/ Clerk</u>
By:	
By:	<u>[Signature]</u>
By:	<u>Pres/ Clerk</u>
Title: Ayer Board of Selectmen	
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest: <u>[Signature]</u>
Title:	Title: <u>V.P.</u>
Address for giving notices:	Address for giving notices:
Ayer Town Hall	20 Envelope Terrace
1 Main Street	Worcester, MA 01604
Ayer, MA 01432	
	License No.: #3160
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	(Where applicable)
	Agent for service of process:

# DEPARTMENT OF PUBLIC WORKS

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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: August 1, 2013

To: Robert Pontbriand, Town Administrator

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

Re: ASRSD DPW Projects

On July 22, Doug Jaspersen and I met with Fred Deppe and Bill Plunkett from the Page Hilltop School. As you know, we billed them for some snow removal in FY12. My records show that we invoiced them \$9,963.95. Since we had an agreement for snow removal, ASRSD would like us to provide "in-kind" services to work off the invoices.

Most of these projects involve parking improvements. The High School construction project will create a parking challenge for the schools complex.

The projects that were discussed are:

- Create angle parking spaces on the one way exit from the Page Hill Top School. This will require about 5ft of expansion the grass area above the football field. The DPW will grade the area and place subbase and required drainage. The school would pay for paving. The DPW would then paint the lines for approximately 16 parking spaces.
- Create parallel parking spaces on the top of the blocked access road from Groton Harvard Rd. The DPW would lay-out and paint approximately 8 spaces.
- Re-paint the upper lot parking spaces (could increase by 4 spaces)
- Paint 4 to 5 additional parallel spaces on the access road to the 2nd grade lot (back of school by water tank).
- Re-paint all existing crosswalks and curbs.
- Grade and install subbase for paving by school in grass area in front parking lot (northwest corner) and line 4 additional parking spaces.
- Remove broken bituminous curbing in front of Page Hill Top School (completed).

The school would like to have this work completed by August 26. If this is acceptable to the Board, the DPW will begin this work, coordinate the work with the ASRSD and track our time / costs.

# DEPARTMENT OF PUBLIC WORKS

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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:** July 23, 2013  
**To:** Mark Wetzel, Carolyn McCreary, Robert Pontbriand  
**From:** Jessica Dzwonkowski, DPW Engineering Intern  
**Re:** Purchase of Streetlights from National Grid

The purpose of this project would be to evaluate potential cost benefit to the Town of Ayer for purchasing street lights in Ayer. MGL C. 164 s.34A is the legislation that allows for towns to purchase existing street lights from the utility that maintains and powers them using streetlight tariffs. Streetlight tariffs allow for utilities to charge municipalities for their street lights based on billing rates that include maintenance costs. When a municipality chooses to purchase streetlights, they are billed at a rate that does not include maintenance costs. This can result in cost savings of 30% to 60% for all streetlight costs. Additional savings can be achieved by retrofitting with LED streetlight bulbs.

Based on review of information and experiences by surrounding communities the following process is proposed. This process can take anywhere from 90 days to 2 years to complete.

1. Request a preliminary purchase cost estimate National Grid. This is not a formal notification about the intent to purchase. If the Town decides to purchase a formal notification is made and an agreement must be reached within 60 days.
2. Prepare a report that includes cost -payback analysis, maintenance alternatives and costs, potential funding sources and schedule.
  - a. Review NGrid Inventory
  - b. Evaluate Town's current costs
  - c. Contact Littleton Light, Groton Light and a private company to determine maintenance alternatives and costs
  - d. Evaluate potential savings with LED conversions
  - e. Evaluate grant opportunities
  - f. Perform cost analysis
  - g. Develop implementation schedule
3. If decision is made to purchase the streetlights, formally notify the National Grid.
4. Review the purchase price information and inventory that the utility provides. Perform detailed inventory review.
5. Determine financing options.
6. Procure a maintenance contract.

## Robert Pontbriand

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**From:** Lisa Gabree [acct@ayer.ma.us]  
**Sent:** Thursday, July 18, 2013 8:41 AM  
**To:** rpontbriand@ayer.ma.us; pconley@ayer.ma.us  
**Cc:** ayerbos@ayer.ma.us; Allan Wilson; 'Chief Pedrazzi'; cknox@ayer.ma.us; etorlin@yahoo.com; me@jeffreymayes.com  
**Subject:** FW: Munis Contract  
**Attachments:** Ayer, MA flip 07162013.docx

Hi Robert & Pauline,

Attached is the MUNIS contract which I believe you have tentatively scheduled for approval by the Selectmen at a meeting in August 2013. It is my understanding that this is a MUNIS standard contract for ASP services. However, please forward to Town Counsel if you or the Board believe legal review is needed. If so, it would be extremely helpful if Town Counsel could complete the review prior to the Selectmen's meeting. It may be helpful to know that the IT Committee met on July 10<sup>th</sup> to review the contract and "voted unanimously to support the move from in-house to ASP".

Thank you,

Lisa

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**From:** Grosset, Karen [<mailto:Karen.Grosset@tylertech.com>]  
**Sent:** Tuesday, July 16, 2013 12:03 PM  
**To:** Lisa Gabree  
**Subject:** Munis Contract

Hi Lisa – I've attached an updated ASP contract that has the payment terms starting 10/1/2013 as we discussed. Please let me know if you have any questions. Thank you - Karen

**Karen Grosset**  
Account Representative  
Tyler Technologies, Inc.

P: 800.772.2260 ext. 4222  
F: 207.781.2981  
[www.tylertech.com](http://www.tylertech.com)



Empowering people who serve the public<sup>®</sup>

## AGREEMENT

This Software as a Service (“SaaS”) agreement (“Agreement”) is made this sixth (6<sup>th</sup>) day of August, 2013 (“Effective Date”) by and between Tyler Technologies, Inc., a Delaware corporation with offices at 1 Cole Haan Drive, Yarmouth, Maine 04096 (“Tyler”) and the Town of Ayer, with offices at Town Hall, 1 Main Street, Ayer, Massachusetts 01432 (“Client”).

WHEREAS Client and Tyler (formerly The Computer Center) executed an agreement for Munis Software with an Effective Date of September 26, 1989 (“Original Agreement”) through which the Client obtained certain license rights to the Munis software and associated professional services; and

WHEREAS Client now wishes to have Tyler host the Tyler software presently licensed to the Client;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

### SECTION A – SOFTWARE LICENSE

#### 1. License Grant.

- a. Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 (“Investment Summary”) and related interfaces (collectively, the “Tyler Software Products”) and Tyler user guides provided in or with the Tyler Software Products (“User Guides”) for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. The grant of license is contingent on Client remitting payment of fees required under this SaaS Agreement. **TYLER HAS THE RIGHT TO REVOKE THIS LICENSE IF CLIENT TERMINATES, CANCELS OR FAILS TO RENEW A SaaS AGREEMENT. TYLER HAS THE RIGHT TO REVOKE THIS LICENSE IF CLIENT FAILS TO REMIT ANY REQUIRED SaaS FEES AND THE AMOUNT IN ARREARS IS THIRTY (30) DAYS OR OLDER FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE TO CLIENT OF TYLER INTENT TO REVOKE THE LICENSE.**
- b. Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and User Guides.
- c. The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
- d. Client acknowledges and agrees that the Tyler Software Products and User Guides are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and User Guides confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or User Guides by any party.
- e. The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.
- f. In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manger is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Management software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

2. **License Fees.** Client agrees to pay Tyler, and Tyler agrees to accept from Client as payment in full for the license granted herein, the SaaS fees set forth in the Investment Summary.
3. **Limited Warranty.** For the purposes of this Agreement, a “Defect” is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the afore-mentioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is “Defective” if it contains a Defect. For as long as a current SaaS Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler’s then-current support call process (Tyler’s current support call process is set forth in the document attached hereto as Exhibit 3).
4. **Intellectual Property Infringement Indemnification.**
  - a. **Tyler’s Obligations.** Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.
  - b. **Client’s Obligations.** Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:
    - i. Promptly notifies Tyler in writing of any such claim;
    - ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
    - iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.
  - c. **Exceptions to Tyler’s Obligations.** Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:
    - i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the most-current version of the Tyler Software Product made available to the Client;
    - ii. Client's combining the Tyler Software Product with devices or products not provided or recommended by Tyler;
    - iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
    - iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
    - v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or
    - vi. Client's willful infringement, including Client’s continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.
  - d. **Remedy.**
    - i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally

determined to be infringing and its use by Client is enjoined, Tyler will, at its election:

- a) Procure for Client the right to continue using the infringing Tyler Software Products; or
  - b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing.
- ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

## **SECTION B – PROFESSIONAL SERVICES**

1. **Services.** Tyler shall provide the services set forth in the Investment Summary at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services.
2. **Expenses.** Tyler will invoice Client for expenses in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee will be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.
3. **Additional Services.**
  - a. Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates.
  - b. Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.
4. **Cancellation.** In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) Tyler's then-current daily fees it charges to Client's obtaining such services if Tyler is unable to re-assign its personnel.
5. **Services Warranty.** Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

## **SECTION C – MAINTENANCE**

1. **Scope of Agreement.** Client agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Software Products in accordance with the following terms and conditions.
2. **Additional Charges.** Any maintenance services performed by Tyler for Client which are not covered by this SaaS Agreement, (see Limitations and Exclusions *infra*), including materials and expenses, will be billed to Client at Tyler's then current rates.
3. **Maintenance Services Terms and Conditions.** For as long as a current SaaS Agreement is in place, Tyler shall:
  - a) In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as

Exhibit 3) in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products will be void.

- b) Provide telephone support on the Tyler Software Products. Tyler personnel shall accept telephone calls during the hours set forth in Exhibit 3 - Support Call Process.
- c) Continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler User Guides.
- d) Maintain personnel that are appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.
- e) Provide Client releases of the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler SaaS Agreement. If required by Client, Third Party Products, Consulting and Training services related to the new releases will be provided to Client at Tyler's then-current prices. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification.
- f) Support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

4. Limitations and Exclusions. Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support, application design, other consulting services, and support outside Tyler's normal business hours.

5. Access to Environment.

Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products hosted by Tyler in order, when necessary, to provide maintenance services set forth herein.

## **SECTION D – THIRD PARTY PRODUCTS**

1. Agreement to License or Sell Third Party Products. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the "Third Party Products").

2. License of System Software.

- a) Upon Client's payment in full of the System Software fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.
- b) The developer of the System Software (each a "Developer", collectively "Developers") shall retain ownership of the System Software.
- c) The right to transfer the System Software to a replacement hardware system, if such System Software is installed on Client owned hardware, is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer.
- d) Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party.
- e) Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.
- f) Client may make copies of the System Software if installed on Client hardware, but such copies shall be for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only.

3. **Delivery.** Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.

4. **Installation and Acceptance.** Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

5. **Site Requirements.** Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products being installed on Client premises; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

6. **Warranties.**

a) Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.

b) Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.

c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.

7. **Maintenance.**

a) In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.

b) In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.

c) In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.

8. **Limitation of Liability.** In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third Party Products. Tyler's liability for damages and expenses arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the License Fee/Purchase Price of the Third Party Products paid by Client. Such prices are set in reliance upon this limitation of liability.

## **SECTION E – SOFTWARE AS A SERVICE**

1. **Term.** The term of this Application Service Provider (“ASP”) Agreement shall be October 1, 2013 through September 30, 2016 (“Term”).

2. **Hosting.** Tyler shall host and make available to Client the Tyler Software Products listed in the Investment Summary.

3. **Concurrent Users.** The SaaS fees are based on ten (10) concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS Fees based upon any resulting changes

in the pricing categories.

4. The Client agrees to timely pay and Tyler Agrees to accept from Client the SaaS fees listed in the Investment Summary in accord with the requirements of this Agreement. Client acknowledges that continued access to the Tyler Software Products is contingent on Client's payments of SaaS Fees as indicated in this Agreement. If Client fails to remit the SaaS Fees as required by this Agreement, Tyler shall have the undisputed right to terminate this Agreement and deny access to the hosted applications for Client following thirty (30) days written Notice of Tyler's intent to terminate.
5. For as long as a current SaaS Agreement is in effect, Tyler shall provide Client access to the Tyler Software Products then-licensed by Client in accordance with Tyler's then-current Service Level Agreement. The current Service Level Agreement is attached as Exhibit 2 to this SaaS Agreement.
6. Prices include test, training, and production databases.

## SECTION F – GENERAL TERMS AND CONDITIONS

1. **Taxes.** The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date. In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.
2. **Invoice Dispute.**
  - a. In the event Client believes products or services do not conform to warranties in this Agreement, Client will provide written notice to Tyler within fifteen (15) calendar days of receipt of the applicable invoice. Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Tyler will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Tyler and Client will develop a plan to outline the reasonable steps to be taken by Tyler and Client to resolve any issues presented in Client's notice to Tyler. Client may only withhold payment of the amount actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client will remit full payment of the invoice.
  - b. Any invoice not disputed as described above will be deemed accepted by Client. Tyler reserves the right to suspend delivery of all services in the event Client fails to pay an invoice not disputed as described above within sixty (60) calendar days of receipt of invoice.
3. **Force Majeure; Client Assistance.** "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless:

- a. Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of

- the Force Majeure events.
- b. Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

4. **Indemnification & Limitation of Liability.**

- a. Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.
- b. Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.
- c. **Limitation of Liability.** In no event shall Tyler be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the Tyler Software Products. In no event, shall Tyler be liable for damages in excess of amounts paid by Client for the SaaS fees identified in the Investment Summary and paid by Client. This limitation applies to all causes of action in the aggregate, including without limitation breach of warranty, negligence, strict liability and misrepresentation and other torts. The fees herein reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Agreement. The foregoing limitation of liability is not applicable to 3rd party products. See section D ("Third Party Products") for the limitation of liability applicable to 3rd party products.

5. **Disclaimer.** THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS SaaS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

6. **Dispute Resolution.** Client will notify Tyler in writing within fifteen (15) days of becoming aware of a dispute. If Tyler and Client cannot resolve such dispute within thirty (30) calendar days of Tyler's receipt of written notice from Client, the following procedure will apply:
- a. Each party shall appoint one (1) person to act as an impartial representative. The appointed

individual will be of sufficient knowledge and experience to understand and deal with the dispute but will not be a person assigned to the project. The set of four (4) individuals consisting of Tyler's Project Manager for this project, Client's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.

- b. The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a maximum of four (4) four (4) hour sessions during the subsequent four (4) business days, unless otherwise mutually agreed. Any resolution will be in writing and signed by both parties. Such resolution will constitute a binding amendment to the Agreement.

In the event the Dispute Resolution Group fails to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

All meetings and discussions of the Dispute Resolution Group will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule.

Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile.
9. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.
10. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.
11. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.
12. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.
13. Amendment. This Agreement may only be modified by written amendment signed by authorized

representatives of both parties.

14. Non-Appropriation & Termination. If Client should not appropriate or otherwise make available funds sufficient to pay the SaaS fees for the Tyler Software Products set forth in this Agreement, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler.

Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client.

Upon any termination of this SaaS, Client shall pay Tyler for all services and products delivered and expenses incurred prior to the date Tyler received Client's notice of termination.

Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

15. Approval of Governing Body. Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.

16. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

17. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

18. Notices. All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:
  - a. Actually received,
  - b. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
  - c. Upon receipt by sender of proof of email delivery, or
  - d. If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.  
1 Cole Haan Drive  
Yarmouth, ME 04096

Attention: Contracts Manager

Town of Ayer  
Town Hall  
1 Main Street  
Ayer, Massachusetts 01432  
Attention: Ms. Lisa Gabree

19. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

20. Insurance. Prior to performing services under this Agreement, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:
  - a. Commercial general liability of at least \$1,000,000;

- b. Automobile liability of at least \$1,000,000;
- c. Professional liability of at least \$1,000,000; and
- d. Workers compensation complying with statutory requirements.

21. **Confidentiality**. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:

- a. At the time of the disclosure is in the public domain;
- b. After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
- c. A party can establish by reasonable proof was in that party's possession at the time of disclosure;
- d. A party receives from a third party who has a right to disclose it to that party; or
- e. Is subject to Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

22. **Nondiscrimination**. Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

23. **Subcontractors**. Tyler shall not subcontract any services under this Agreement without Client's prior written permission, not to be unreasonably withheld.

24. **Shipping**. Delivery will be F.O.B. shipping point.

25. **Business License**. In the event a local business license is required for Tyler to perform services hereunder, Client will notify Tyler prior to the Effective Date and will provide Tyler with the necessary paperwork and/or contact information.

26. **Electronic Payment**. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104

ABA: 121000248

Account: 4124302472

Beneficiary: Tyler Technologies Inc. – Operating

27. Optional Items. Pricing for optional products and services shall be valid for six (6) months from the Effective Date.
28. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.
29. Payment Terms.
  - a. Payment is due within thirty (30) calendar days of invoice receipt.
  - b. The financial obligation of the Client to Tyler for the software products and services listed in the Investment Summary herein (\$119,113) shall be payable as follows:
    - i. VPN Device Installation Fee (\$4,000) will be due as provided.
    - ii. On or before October 1, 2013 and on or before the first day in each subsequent quarter through the end of the Term, Client will remit to Tyler quarterly SaaS fees in the amount of \$9,592.75, for a three (3)-year total of \$115,113.
  - c. Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. Tyler's current Business Travel Policy is attached hereto as Exhibit 4.
30. Original Agreement. Upon the commencement of the Term, the Original Agreement is terminated.

31. Contract Documents. This Agreement includes the following exhibits:

- Exhibit 1 – Investment Summary
- Exhibit 2 – Service Level Agreement
- Exhibit 3 – Support Call Process
- Exhibit 4 – Business Travel Policy

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.  
ERP and Schools Division

Town of Ayer

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

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

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

Name: Pauline Conley

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

Title: Chairman, Ayer Board of Selectmen

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

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

Exhibit 1

Investment Summary



Quoted By: Karen Grosset  
 Date: 6/3/2013  
 Quote Expiration: 11/30/2013  
 Quote Name: Town of Ayer-ERP-ASP Flg  
 Quote Number: 2013-4178  
 Quote Description:

Sales Quotation For  
 Town of Ayer  
 Town Hall Main Street  
 Ayer, Massachusetts 01432  
 Phone (978) 772-8290

SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
<b>Financials:</b>				
Accounting/GL/BG/AP	\$4,844.00	3.0	\$14,532.00	0
Fixed Assets	\$1,854.00	3.0	\$5,562.00	0
<b>Payroll/HR:</b>				
HR Management	\$3,244.00	3.0	\$9,732.00	0
Payroll	\$4,886.00	3.0	\$14,658.00	0
<b>Revenue:</b>				
Accounts Receivable	\$1,621.00	3.0	\$4,863.00	0
MA Tax Title	\$2,266.00	3.0	\$6,798.00	0
Motor Vehicle Excise Tax	\$2,369.00	3.0	\$7,107.00	0
Tax Billing	\$5,666.00	3.0	\$16,998.00	0
<b>Other:</b>				
Concurrent Users (10)	\$10,000.00	3.0	\$30,000.00	0
<b>Productivity:</b>				
Citizen Self Service	\$1,621.00	3.0	\$4,863.00	0
<b>TOTAL:</b>	<b>\$38,371.00</b>		<b>\$115,113.00</b>	<b>0</b>

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
VPN Device	1	\$4,000.00	\$0.00	\$4,000.00
<b>TOTAL:</b>				<b>\$4,000.00</b>

Summary	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$38,371.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$4,000.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$4,000.00</b>	<b>\$38,371.00</b>

Contract Total \$119,113.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars

## Exhibit 2

### Service Level Agreement

#### I. Agreement Overview

This Service Level Agreement ("SLA") operates in conjunction with, and does not supersede or replace any part of, the SaaS Agreement.

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the application services that the Client has contracted with Tyler to provide. All other Client support services are documented in the Support Call Process exhibit to the SaaS Agreement.

#### II. Definitions

*Attainment:* The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

*Client Error Incident:* Any service unavailability resulting from a Client's applications, content or equipment, or the acts or omissions of any of Client's service users or Client's third-party providers over whom Tyler exercises no control.

*Defect:* Any failure of the licensed software that is recognized as a "defect" under the agreement through which Client licenses the Tyler software.

*Downtime:* Those minutes during which the software products set forth in the SaaS Agreement are not available for any type of Client use. Downtime does not include those instances in which only a Defect is present.

*Force Majeure:* An event beyond the reasonable control of Tyler, including governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause which could not with reasonable diligence be foreseen, controlled, or prevented by the party.

*Service Availability:* The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

### III. Service Availability

The Service Availability of Tyler's applications is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether it has met those goals by tracking Attainment.

#### a. Client Responsibilities

Whenever a Client experiences Downtime, that Client must make a support call according to the procedures outlined in the Support Call Process exhibit. The Client will receive a support incident number. To track attainment, the Client must document, in writing, all Downtime that it has experienced during a billing cycle. The Client must deliver such documentation to Tyler within 30 days of a billing cycle's end. The documentation the Client provides must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

#### b. Tyler Responsibilities

When Tyler's support team receives a call from a Client that a Downtime has occurred or is occurring, Tyler will work with the Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with the Client to resume normal operations. Upon timely receipt of a Client's Downtime report, outlined above in Section III(a), Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred. Tyler will respond to a Client's Downtime report within 30 day(s) of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

#### c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, Tyler will provide the affected Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's credits will be doubled.

Every billing cycle, Tyler will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply:

#### Client Relief Schedule

<b>Targeted Attainment</b>	<b>Actual Attainment</b>	<b>Client Relief</b>
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	5% credit of fee for affected billing cycle will be posted to next billing cycle

A Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

#### **IV. Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with the Client.

#### **V. Force Majeure**

The Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with the Client a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting Tyler's request for relief pursuant to this Section. The Client will not unreasonably withhold its acceptance of such a request.

## Exhibit 3

### Support Call Process

Client Support

#### Tyler Technical Support Department for Munis®

*Goal: To provide an effective support mechanism that will guarantee timely resolution to calls, resulting in high-level client satisfaction.*

#### Contact Us

Call Tyler's toll free number (800-772-2260) or log a support request online through the Tyler Client Portal available at Tyler's Support Web site ([www.tylertech.com](http://www.tylertech.com)).

#### Support Organization

Tyler's Technical Support Department for Munis is divided into multiple teams: Financials, Payroll/HR/Pension, Tax/Other Revenue and Collections, Utility Billing and Collections, OS/DBA (Operating System and Database Administration), and TylerForms and Reporting Services.

These "product-specific" teams allow support staff to focus on a group of products or services. A group of specialists assigned to each team handle calls quickly and accurately.

Each team consists of a Munis Support Product Manager, Support Analysts and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensures we provide exceptional technical support to our clients. The Support Analysts are responsible for assisting the team with clients' issues, and provide on-going team training. Technical Support Specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.

#### Standard Support Hours

Applications	Hours
Financials	8:00am-8:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-8:00pm EST Monday-Friday
Tax/Other Revenue & Collections	8:00am-6:00pm EST Monday-Friday
Utility Billing & Collections	8:00am-8:00pm EST Monday-Friday
OS/DBA	8:00am-9:00pm EST Monday-Friday
TylerForms & Reporting Services	8:00am-5:00pm EST Monday-Friday

#### Focus on Incoming Rate

When you call Technical Support, your call is answered by a Support Technician, or is transferred into the Support voice mail. *Our goal is to capture 75% of our daily calls incoming*, which means you will often start working with a Support Specialist immediately upon calling Tyler.

### **Leaving Messages for Support**

When leaving a message on the Support voice mail, ensure the following information is contained within the message:

- Your full name (first name, last name) and the site you are calling for/from
- A phone number where you can be reached
- The details of the issue or question you have (i.e.: program, • process, error message)
- The priority of the issue (1, 2, 3, or 4)
- When you will be available for a return call (often Support will call back within an hour of receiving your message)

### **Paging**

All client questions are important to us. There may be times when you are experiencing a priority 1 critical issue and all technicians for the requested team are on the line assisting clients. In this circumstance, it is appropriate to press 0 to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when Munis is down, or a mission critical application is down and you are not able to reach a technician immediately.

### **Online Support**

Some questions can be handled effectively by e-mail. Once registered as a user on Tyler's Support Web site at [www.tylertech.com](http://www.tylertech.com), you can ask questions or report issues to Support through "Customer Tools". Tyler's Client Portal (TCP) allows you to log an incident to Technical Support anytime from any Internet connection. All TCP account, incident and survey data is available in real-time.

Your existing contact information defaults when you add a new Support incident. You will be asked for required information including Incident Description, Priority, Product Group and Product Module. Unlimited work-note text is available for you to describe the question or problem in detail, plus you can attach files or screenshots that may be helpful to Support.

When a new incident is added, the incident number is presented on the screen, and you will receive an automated e-mail response that includes the incident number. The new incident is routed to the appropriate Technical Support Team queue for response. They will review your incident, research the item, and respond via e-mail according to the priority of the incident.

### **Customer Relationship Management System**

Every call or e-mail from you is logged into our Customer Relationship Management System and given a unique call number. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, description of the problem, support recommendations, client feedback and resolution. For registered users on Tyler's Support Web site ([www.tylertech.com](http://www.tylertech.com)), a list of calls is available real-time under the Tyler Client Portal (TCP).

### **Call Numbers**

Support's goal is to return clients' calls as soon as possible. If you are not available when we call back, we will leave a message with the open call number on your voice mail or with a person in your office. When you call back, you can reference this call number so you do not have to re-explain the issue.

An open call number is also given to you once an initial contact has been made with Support and it has been determined that the issue can't be resolved during the initial call. The open call number lets you easily track and reference specific open issues with Support.

### Call Response Goals

Open Call Priority	Maximum number of days a support call is open	Support managers and analysts review open calls
1	Less than a day	Daily
2	10 Days or less	Every other day
3	30 Days or less	Weekly
4	60 Days or less	Weekly

### Call Priorities

A call escalation system is in place where, each day, Support Analysts and Product Support Managers, review open calls in their focus area to monitor progress.

Each call logged is given a priority (1, 2, 3, and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler Support for Munis tracks responsiveness to priority 1, 2 and 3 calls each week. This measurement allows us to better evaluate overall client satisfaction.

**Priority 1 Call** — issue is critical to the client, the Munis application or process is down.

**Priority 2 Call** — issue is severe, but there is a work around the client can use.

**Priority 3 Call** — issue is a non-severe support call from the client.

**Priority 4 Call** — issue is non-critical for the client and they would like to work with Support as time permits.

### Following Up on Open Calls

Some issues will not be resolved during the initial call with a Support Technician. If the call remains open, the technician will give you an open call number to reference, and will confirm the priority of the incident.

If you want to follow up on an open call, simply call the appropriate Support Team and reference the call number to the Technician who answers or leave this information in your message. Referencing the open call number allows anyone in support to quickly follow up on the issue. You can also update the incident through TCP on Tyler's Web site ([www.tylertech.com](http://www.tylertech.com)) and add a note requesting follow-up.

### Escalating a Support Call

If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

## Technical Support Product Managers:

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Financials Team	Michelle Madore ( <a href="mailto:michelle.madore@tylertech.com">michelle.madore@tylertech.com</a> )	(X4483)
Payroll/HR/Pension Team	Sonja Johnson ( <a href="mailto:sonja.johnson@tylertech.com">sonja.johnson@tylertech.com</a> )	(X4157)
Tax/Other Revenue/Utility Billing Team	Steven Jones ( <a href="mailto:steven.jones@tylertech.com">steven.jones@tylertech.com</a> )	(X4255)
OS/DBA Team	Ben King ( <a href="mailto:ben.king@tylertech.com">ben.king@tylertech.com</a> )	(X5464)
TylerForms & Reporting Services	Michele Violette ( <a href="mailto:michele.violette@tylertech.com">michele.violette@tylertech.com</a> )	(X4381)

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*If you are unable to reach the Product Manager, please call CJ McCarron, Vice President of Technical Support at 800-772-2260, ext. 4124 ([cj.mccarron@tylertech.com](mailto:cj.mccarron@tylertech.com)).*

### Resources

A number of additional resources are available to you to provide a comprehensive and complete support experience.

**Munis Internet Updater (MIU):** Allows you to download and install critical and high priority fixes as soon as they become available.

**Release Admin Console:** Allows you to monitor and track the availability of all development activity for a particular release; right from inside Munis.

**Knowledgebase:** A fully searchable depository of thousands of documents related to Munis processing, procedures, release info, helpful hints, etc.

### Remote Support Tool

Some Support calls may require further analysis of your database or setup to diagnose a problem or to assist you with a question. GoToAssist® shares your desktop via the Internet to provide you with virtual on-site support. The GoToAssist tool from Citrix ([www.citrix.com](http://www.citrix.com)) provides a highly secure connection with 128-bit, end-to-end AES encryption. Support is able to quickly connect to your desktop and view your site's setup, diagnose problems, or assist you with screen navigation.

At the end of each GoToAssist session, there is a quick survey you should complete so we have accurate and up-to-date feedback on your Support experiences. We review the survey data in order to continually improve our Support services.

### E-mail Registration

Clients can go to our Web site and register for e-mail "groups" based on specific Munis applications. We use these groups to inform clients of issues, and to distribute helpful technical tips and updated technical documentation. The survey information allows you to update your registration at any time, and you may unregister for one or more distribution lists at any time.

**Tyler Web site**

Once you have registered as a user on Tyler's Support Web site ([www.tylertech.com](http://www.tylertech.com)), you have access to "Customer Tools" and other information such as online documentation, user forums, group training schedule/sign-up, and annual user conference updates/registration.

**Timely TCP Progress Updates**

Our technicians are committed to providing you timely updates on the progress of your open support incidents via the Tyler Client Portal. The frequency of these updates is determined by issue priority.

**Priority 1 Incidents** — Daily updates (only if phone contact is not possible)

**Priority 2 Incidents** — Weekly Updates

**Priority 3 Incidents** — Bi-weekly Updates

**Priority 4 Incidents** — Bi-weekly Updates

Updates will also be provided for any issue, regardless of priority, when action items have been completed or when there is pertinent information to share.

## Exhibit 4

### Business Travel Policy Summary

#### 1. Air Travel

##### A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

##### B. Baggage Fees

Reimbursement of personal baggage charges are based on the trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

#### 2. Ground Transportation

##### A. Private Automobile

Mileage Allowance-Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

##### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience and the specific situation require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

##### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates range from \$46 to \$71. A complete listing is available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner
Return Day	

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00* p.m.	Breakfast, lunch and dinner

\*7:00 is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as

follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

**B. Same Day Travel**

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00\* p.m.

\*7:00 is defined as direct travel time and does not include time taken to stop for dinner

**5. Entertainment**

All entertainment expenses must have a business purpose; a business discussion must occur either before, after or during the event in order to qualify for reimbursement. The highest-ranking employee present at the meal must pay for and submit entertainment expenses. An employee who submits an entertainment expense for a meal or participates in a meal submitted by another employee cannot claim a per diem for that same meal.

**6. Internet Access – Hotels and Airports**

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

Effective Date: April 1, 2012

**John Canney**

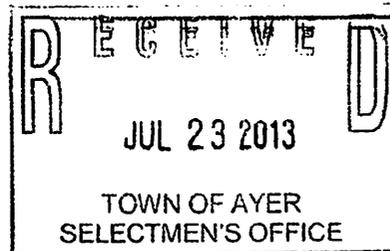
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**From:** Regulations Inquires @ SEC <regulations@sec.state.ma.us>  
**Sent:** Tuesday, July 23, 2013 11:17 AM  
**To:** 'clerk@ayer.ma.us'  
**Subject:** Chapter 40, Town of Ayer  
**Attachments:** 40Ayer0001.pdf

Good morning.

Attached is Chapter 40 of the Acts of 2013, which was signed by the Governor on July 22, 2013: An Act Establishing a 3-Member Board of Selectmen in the Town of Ayer.

Courtney Murray  
State Publications and Regulations Division



## THE COMMONWEALTH OF MASSACHUSETTS

In the Year Two Thousand and Thirteen

AN ACT ESTABLISHING A 3-MEMBER BOARD OF SELECTMEN IN THE TOWN OF AYER.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding sections 1 and 2 of chapter 41 of the General Laws or any other general or special law to the contrary, there shall be 3 members of the board of selectmen in the town of Ayer.

SECTION 2. In order to provide for a reduction in the number of members from 5 to 3, there shall appear on the ballot at the first annual election occurring at least 64 days following acceptance of this act, the office of selectman, with the instruction to vote for 3 candidates and such other information as will aid the voters. The candidate receiving the highest number of votes at the election shall serve a term of 3 years, the candidate receiving the second highest number of votes shall serve a term of 2 years and the candidate receiving the third highest number of votes shall serve a term of 1 year. Next to the name of any incumbent selectman appearing on the ballot as a candidate for election to said office shall appear the words, "candidate for re-election". No other term of office for a selectman shall appear on the ballot at such election. Upon election of 3 selectmen, the terms of the incumbent members of the 5-member board of selectmen shall terminate and the board of selectmen shall be immediately reconstituted as a 3-member board. Thereafter, all members of the board of selectmen shall be elected to terms of 3 years.

SECTION 3. This act shall be submitted for acceptance by the voters of the town of Ayer at an annual or special election in the form of the following question:

Shall the act passed by the general court in the year 2013 entitled, "An Act establishing a 3-member board of selectmen in the town of Ayer", be accepted?

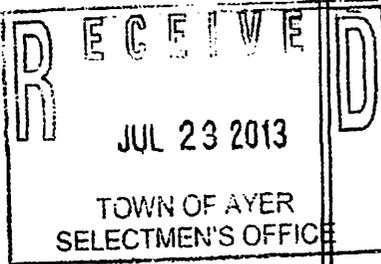
If a majority of the votes cast in answer to that question is in the affirmative, sections 1 and 2 shall take effect in the town of Ayer, but not otherwise.

SECTION 4. This act shall take effect upon its passage.

House of Representatives, July 15, 2013.

Passed to be enacted.

*Paul H. Morris* Acting  
Speaker.



H 3356

In Senate, July 15, 2013.

*Kenneth J. Dannelly*  
Acting  
President.

Passed to be enacted,

*22 July*, 2013.

Approved,

at

*4* o'clock and *42* minutes, *8* . M.  
*[Signature]*  
Governor.

RECEIVED  
JUL 23 2013  
TOWN OF AYER  
SELECTMEN'S OFFICE

**BOS POLICIES AND PROCEDURES (Ongoing Review and Update)**

1. **Review of Policy 99-27 Relations with Town Boards, Committees, and Commissions.**

- The Selectmen are respectfully asked to bring their copies of their Policies and Procedures for this discussion. **[FOR DISCUSSION/REVIEW/APPROVAL]**

2. **DRAFT Public Input Policy, 13-01** (See Enclosed)

- The current BOS Policies and Procedures do not contain a Public Input Policy. The Town Administrator respectfully puts forth the enclosed DRAFT Public Input Policy for BOS consideration. (See Enclosed) **[FOR REVIEW/DISCUSSION/APPROVAL]**

# 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:** August 2, 2013

**TO:** Ayer Board of Selectmen

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

**SUBJECT: DRAFT Public Input Policy, 13-01 for the Ayer Board of Selectmen Policies and Procedures Manual**

Dear Honorable Selectmen,

As you are aware the Ayer Board of Selectmen's Policies and Procedures Manual currently does not have a specific, clear policy with respect to "Public Input at Open Session Board of Selectmen Meetings". Therefore, I respectfully offer the following DRAFT policy for your consideration for inclusion in the Manual. Please let me know if you have any questions and/or suggestions/revisions.

Thank you.

**\*\*\*DRAFT\*\*\***

### **13-01: Public Input at Open Session Board of Selectmen Meetings**

- The Board of Selectmen is aware of the vital importance of public involvement in Ayer Town Government. As such, the Board of Selectmen shall have an item titled "Public Input" placed on all of its regularly scheduled open session meetings which is solely for members of the public to present their unsolicited communication to the Board pertaining to (but not necessarily limited to) any complaint; concern; idea; issue; program; project; question; and/or statement relevant to any and all aspects of the Town of Ayer.
- The Board of Selectmen shall not deliberate, vote, and/or take any formal action under "Public Input" other than to ask clarifying questions; take the input under advisement; and/or agenda for a future meeting. In addition to receiving oral public input at Board of Selectmen's Meetings, the public may submit their public input in writing to the Ayer Board of Selectmen in care of the Town Administrator. The Board of Selectmen cannot and will not respond to anonymous public input.

- **The Board of Selectmen and/or their designee shall respond to all public input within fourteen (14) business days of receipt (from the meeting date presented and/or the date received by the Selectmen's Office).**
- **The Board of Selectmen shall track all public input using a tracking matrix which will consist of: the date of the public input; the nature of the public input; the responsible Town entity; and the status of the public input. This public input tracking matrix will be kept in hard copy form in the Selectmen's Office and posted under the Board of Selectmen's web-page on the Town of Ayer's web-site. The public input tracking matrix shall be updated bi-weekly by the Town Administrator and/or his/her designee.**

## **BOSTON POST CANE AWARD: Establishing Selection Process**

- As the BOS is aware, recently, Selectman Fay discussed reinstating the issuance of the Boston Post Cane Award in the Town of Ayer. The enclosed background research was compiled on the Award and specifically the Selection Process. Janet Lewis has located the cane (there is actually the original gold cane and a replica) which is in the Town Clerk's vault.
- Additionally, enclosed is a memo from the Town Administrator recommending/outlining a selection process for the Award for consideration by the BOS (See Enclosed) **FOR REVIEW/DISCUSSION/APPROVAL**

## **BOS OPEN FORUM**

### **1. New Business/Future Topics**

The following is a list of current outstanding/future topics:

Management Audit Letter (8/20/2013 BOS Meeting)  
GPS/Transponders  
Business Certificates  
Public Land Sign Policy (Under development by TA to be submitted to Planning Brd)  
Park Street Crosswalk  
MassDevelopment Police Services RFP (Memo issued to BOS)  
Continuation of Board Communication Discussion from 7/9/2013  
Code of Conduct Training Meeting  
ConCom RFQ for ponds (8/20/2013 BOS Meeting)  
IT Hardware/Software Acquisition Policy (I.T. Committee Developing for Sept. 2013)  
Purchasing/Procurement Policy For Town Hall Furniture and Equipment  
BoS Policies & Procedures Review and Update (Ongoing by BOS)  
Financial Policies Review and Update (Ongoing by Sub-committee)  
Fall Town Meeting Warrant Preparation (Underway)  
Meetings w/dept heads/dept head evaluations  
Old Fire Station RFP (Issued July 30, 2013/Deadline 4pm 8/23/2013)  
Update on Meeting Room Upgrades  
OTHER(s)?

### **2. Future Meeting(s) Schedule:**

- Aug. 7, 2013, 7pm (DPW Negotiations);
- Aug. 14, 2013, 7pm (DPW Negotiations);
- Aug. 20, 2013, 7pm (Regular Open Session);
- Aug. 21, 2013, 7pm (DPW Negotiations);
- Sept. 3, 2013, 7pm (Regular Open Session)

## **ADJOURNMENT**

# 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:** August 2, 2013

**TO:** Ayer Board of Selectmen

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

A handwritten signature in blue ink, appearing to read "R.A.P.", is written over the printed name of the sender.

**SUBJECT: The Boston Post Cane: Proposed Selection Process and Application Form**

Dear Honorable Selectmen,

With respect to the reinstatement of The Boston Post Cane Award in the Town of Ayer as brought forth by Selectman Fay, I respectfully propose the following selection process and application form for your consideration. This proposed selection process and application is based on the Town of Scarborough, Maine which has a very clear, concise process and application form.

### Town of Ayer: Boston Post Cane

- The Boston Post Cane belongs to the Town of Ayer and not the resident who received it. The Ayer Town Clerk shall be the custodian of the Cane.

### Eligibility and Selection:

- The holder of the Cane must be 90 years old or older and must reside in the Town of Ayer for a minimum of the last 20 years.
- The term "resident" refers to a person who has physically resided at a fixed, permanent and principal home in the Town of Ayer.
- Recognizing that numerous individual establish residency in Ayer nursing homes late in life but otherwise may not be engaged as residents of the Town of Ayer and recognizing that the Town has no formal means of identifying residents by age, selection of the honoree shall be by a Committee of Three.
- The Committee of Three shall consist of: the Ayer Town Clerk; a Member of the Ayer Historical Commission; and the Executive Director of the Ayer Council on Aging.

**Method to Search for Oldest Resident:**

- There shall be a notice placed in the media by the Committee of Three looking for nominations for those residents who are 90 years old or older and have been a resident of Ayer for a minimum of the last 20 years. All nominations must be received in the Town Clerk's Office 30 days from the date of the notice in the media. Nomination forms may be obtained from the Town Clerk's Office or online at [www.ayer.ma.us](http://www.ayer.ma.us).

**Presentation:**

- The Chair of the Ayer Board of Selectmen shall present Ayer's oldest resident with a plaque signifying the honor and shall cause the name of the honoree to be inscribed on a plaque to be displayed along with the original Boston Post Cane at the Ayer Town Hall. There shall also be certificates awarded honoring those residents who are 90 years old or older and meet the residency requirement.
- The location of the presentation will be determined according to the circumstances of the honoree.
- The recipient will retain this honor as long as he/she remains in Ayer even though another resident may become eligible. The Town Clerk's Office must be notified if the recipient of the Boston Post Cane dies, changes residency outside the Town of Ayer, in rehabilitation for longer than 90 days or otherwise refuses or returns the honor. At that time the Committee of Three shall determine the new oldest resident of Ayer.
- If the decision is made to no longer display the Boston Post Cane at the Ayer Town Hall, it would be placed in the custody of the Ayer Town Clerk in the Town Clerk's vault.

**\*\*\*\*DRAFT\*\*\*\***

**The Boston Post Cane Nomination Form**  
**Town of Ayer, Massachusetts**

**Name of Nominee:** \_\_\_\_\_

**Nominee's Address:** \_\_\_\_\_

**Nominee's Date of Birth:** \_\_\_\_\_ **Telephone Number:** \_\_\_\_\_

**Year Nominee became an Ayer Resident:** \_\_\_\_\_

**Please attach supporting documentation when submitting form.**

**Name of Person Making Nomination:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **E-mail Address:** \_\_\_\_\_

**Please forward completed form and attachments to:**

**Ayer Town Clerk's Office**  
**Boston Post Cane Committee**  
**1 Main Street**  
**Ayer, MA 01432**

## Janet Lewis

---

**From:** Janet Lewis [bos@ayer.ma.us]  
**Sent:** Monday, July 29, 2013 10:16 AM  
**To:** 'jfay@ayer.ma.us'  
**Subject:** RE: Bosto Post Cane "Golden Cane"

no, Mr. Holland passed away. Boston post Cane replica was turned into Town Clerk. We are looking at three (3) possibilities: Olive Lawrence, residing at Winthrop Ave. (99) year young, Helen Persuitte, also residing at Winthrop Ave. (99) years young....4 months older than Olive Lawrence. And then theres's Ernest Blasetti still living at home on Jackson St. And riding his bike at 97 years old. His birthday is coming up on 8-7-13 and Selectmen meet on 8-6-13 hope it's Ernie !!!!

-----Original Message-----

**From:** [jfay@ayer.ma.us](mailto:jfay@ayer.ma.us) [<mailto:jfay@ayer.ma.us>]  
**Sent:** Saturday, July 27, 2013 10:27 AM  
**To:** Janet Lewis  
**Subject:** Re: Bosto Post Cane "Golden Cane"

Janet,  
is Mr Holland still with us?  
Jim  
Quoting Janet Lewis <[bos@ayer.ma.us](mailto:bos@ayer.ma.us)>:

> was last presented to Neville Holland -Brook St.,Ayer, MA (Dutchie Holland's  
> father) 2-12-08 when he turned 100 years old  
>  
>

\* Both Canes

Replica & Original are  
in the Town Clerk/Collector's  
Vault

## Robert Pontbriand

---

**From:** Robert Pontbriand [ta@ayer.ma.us]  
**Sent:** Tuesday, July 30, 2013 6:18 PM  
**To:** 'Robert Pontbriand'  
**Subject:** Boston Post Cane

[Robert A. Pontbriand](#)  
[Ayer Town Administrator](#)

### ***Boston Post Cane Tradition***

In 1909, under the savvy ownership of Edwin A. Grozier, the *Boston Post* engaged in its most famous publicity stunt. The paper had several hundred ornate, gold-tipped canes made and contacted the selectmen in New England's largest towns. The Boston Post Canes were given to the selectmen and presented in a ceremony to the town's oldest living man. The custom was expanded to include a community's oldest women in 1930. Many towns in New England still carry on the *Boston Post* cane tradition with the original canes they were awarded in 1909.

**Plaistow Historical Society**

Plaistow, New Hampshire USA

---

**History of the Boston Post Cane***Source: Plaistow 2005 Annual Report, p.124.*

The tradition of the gold-headed Boston Post Cane and its presentation to the oldest resident of a New England town was conceived by a publisher of the popular Boston Post daily with an eye toward increasing circulation in 1909. This publisher, Edward A. Grozier, spared no expense as he hired a leading cane-maker to turn the canes from an African imported ebony, gild the tips with 14k gold with a ferule on the lower end and a gold decorated head with the inscription:

Plaistow 2005  
Annual Report

“Presented by The Boston To Oldest Citizen Of (Town Name) New Hampshire To be Transmitted”

E. A. Grozier sent one of these canes to 431 towns in New England, none having been sent to Connecticut and only two to Vermont, with the stipulation that it was to be awarded to the oldest male resident and to be held by him until his death when it was to be returned to the Selectmen for their further award.

The Boston Post was published from 1831 to 1957. No results were published as far as we know of the circulation increase of this scheme. In 1930 women were declared eligible for this presentation but so many canes were lost, removed from town or stolen that many towns locked their original canes in display cases and awarded replica canes with the same conditions of return.

This is the direction Plaistow's Board of Selectmen took in the mid-1970s when Chairman Barry A. Sargent of the Board presented Mrs. Emma Johnson, Railroad Ave., her cane at age 94. In 1984, Mrs. Bernice Davis was presented the cane by her grandniece, Board of Selectmen Chairman Mrs. D. Joan Keezer.

Other awardees in the last half of the century included: Mrs. Ottilie Smith, Maple Ave.; Mr. John Maddox, Auburn St.; Mr. Anthony Pappadopoulos, Main St.; Mrs. Dorothy Bennett Nabers, Shady Lane; and Mr. Charles Wheeler, Autumn Circle.

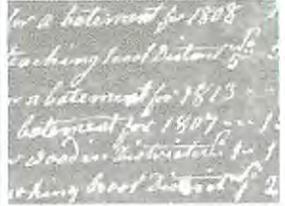
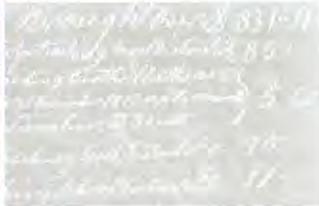
Plaistow's original cane is displayed at the Historical Society Museum, 127 Main St. The awarding responsibility still rests, as originally, with the Selectmen.

One has to acknowledge the cleverness of a newspaper publisher who never asked permission but rather sent these canes to 431 boards of selectmen forever, it seems, requiring their time to determine the oldest resident, then at his/her death obtaining the cane again – sometimes not an easy task. We have never heard of a refusal to accept the award in this town but in many others it was so unwanted it was refused by the proposed recipient.

Respectfully submitted,  
Plaistow Historical Society

**Plaistow Historical Society**

BIRTHPLACE OF  
WILLIAM KING  
FIRST GOVERNOR OF  
THE STATE OF MAINE  
BORN FEBRUARY 9, 1768 DIED JUNE 17, 1822  
THIS STONE CAME FROM  
THE OLD GRIST MILL OF  
COL. THOMAS WESTBROOK AT STROUDWATER



[SEARCH / SITEMAP](#) > [HOME](#) > [Town Clerk](#) > Boston Post Cane Guidelines

## *(Boston) Post Cane Guidelines*

### THE BOSTON POST CANE GUIDELINES

#### Scarborough, Maine

The Boston Post Cane tradition was established in 1909 by the Boston Post Newspaper. A special cane was presented to the Board of Selectmen in 431 towns in New England, to be presented as an honor to each town's oldest resident. The recipient held the honor as long as he/she lived (or moved from the town). Upon his or her death (or move) the cane would be awarded to the next oldest resident.

The Cane would belong to the town and not the resident who received it.

To provide for preservation and public awareness of the tradition and protection of the cane from loss or damage, the Town of Scarborough will establish a protocol and definition for Scarborough's oldest resident.

#### Eligibility and Selection

The holder of the Cane must be 90 years old or older and must reside in the Town of Scarborough for a minimum of the last 20 years.

The term "resident" refers to a person who has physically resided at a fixed, permanent and principal home in the town.

Recognizing that numerous individuals establish residency in Scarborough's nursing homes late in life but otherwise may not be engaged as residents of the Town of Scarborough and recognizing that the Town has no formal means of identifying residents by age, selection of the honoree shall be by a Committee of three. The Committee will consist of the Town Clerk, a representative of the Scarborough Historical Society and a representative of the Scarborough Lions Club.

#### Method to Search for Oldest Resident

There shall be a notice placed in the media looking for nominations for those residents who are 90 years old or older and have been a resident of Scarborough for a minimum of the last 20 years. All nominations must be received in the Town Clerk's Office 30 days from the date of the posting of the notice in the media. The search may also include an informal survey, general public knowledge, and inquiries to nursing homes, civic groups, and churches or by nomination from family or friends. A nomination form may be obtained from the Town Clerk's Office or online at [www.scarborough.me.us](http://www.scarborough.me.us).

#### Presentation

The Chair of the Scarborough Town Council or his/her designee shall present Scarborough's oldest resident with a plaque and lapel pin, donated by the Scarborough Lions Club, signifying the honor and shall cause the name of the honoree to be inscribed on a plaque to be displayed along with the original Boston Post Cane at the Scarborough Town Hall, as well as a picture of the recipient and a brief biography. There shall also be certificates awarded honoring those residents who are 90 years old or older and meet the residency requirements.

The location of the presentation will be determined according to the circumstances of the honoree.

The recipient will retain this honor as long as he/she remains in Scarborough even though another resident may become eligible. The Town Clerk's Office must be notified if the recipient of the Boston Post Cane dies, changes residency outside the Town of Scarborough, is in rehabilitation for longer than 90 days or otherwise refuses or returns the honor. At that time the Committee of three shall determine the new oldest resident of Scarborough.

If the decision is made to no longer display the Boston Post Cane at the Town Hall, it would be placed in the custody of the Scarborough Historical Society.

THE BOSTON POST CANE NOMINATION FORM  
Scarborough, Maine

Name of Nominee: \_\_\_\_\_

Nominee's address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Nominee's Date of Birth: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Year Nominee became a Scarborough Resident: \_\_\_\_\_

Please attach supporting documentation when submitting form.

Name of Person  
Making Nomination: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Please forward completed form and attachments to:

Scarborough Town Clerk's Office  
Boston Post Cane Committee  
P.O. Box 360  
Scarborough, ME 04070-0360  
Telephone: 207-883-7778  
Fax: 207-883-7779

We wish to thank John Lewis and Scarborough High School for allowing us to use photographs from a guided tour of Scarborough historical sites: [Scarborough History Map and Sites](#).

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