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2015 MAY 15 AM 10:08



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



Tuesday May 19, 2015
Open Session Meeting Agenda

7:00 PM

Call to Order

Call to Order of the Ayer Board of Selectmen
Review and Approve Agenda

Recognition of Forensics Math Class

Ayer Police Detective Andrew Kularski
Ayer Shirley Regional High School Teacher Ms. Jessie Yackel

Announcements

Memorial Day Parade May 23, 2015 10:00 AM
JBOS Super Town Meeting June 8, 2015 7:00 PM ASRHS Auditorium
Last day to register to vote for the Super Town Meeting is Friday, May 29th from 8 AM until 8 PM

7:05 PM*

Public Input

7:10 PM

Middlesex County Retirement Board Presentation

Thomas F. Gibson, Chairman

7:50 PM

Superintendent Mark Wetzel, Department of Public Works

1. Stony Brook Pumping Station
2. Solid Waste Disposal Contract

8:00 PM

June 8, 2015 Super Town Meeting Warrant Review/Approval

8:15 PM

BOS Goals and Objectives Discussion

8:30 PM

Town Administrator's Report

1. Administrative Update
2. Appointment of Conservation Agent
3. Appoint of Comprehensive Plan Committee Members
4. Reserve Fund Transfer – Animal Control
5. Reserve Fund Transfer – FICA/Medicare

8:45 PM

New Business/Selectmen's Questions

1. Summer Schedule (Selectman Livingston)

8:55 PM

Approval of the Minutes

May 5, 2015

9:00 PM

Adjournment

*Note:

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

RECEIVED
MAY 15 2015

TOWN OF AYER
SELECTMEN'S OFFICE



Town of Ayer
Benefits and Payroll Department

1 Main Street – Ayer, Massachusetts - 01432
Kevin A. Johnston, Benefits and Payroll Manager

Tel: (978) 772-8248
Fax: (978) 772-3017

Memorandum

Date: May 15, 2015

To: Board of Selectmen

From: Kevin A. Johnston, Benefits & Payroll Manager

Subject: Middlesex County Retirement System

Middlesex County Retirement System Chairman Thomas Gibson will visit the Town of Ayer at the Board of Selectmen's meeting on Tuesday, May 19, 2015.

Mr. Gibson will meet with the Board to provide an update on the Middlesex County Retirement System, information about Town of Ayer members and retirees, annual pension assessments, investments, implementation of new pension management software, and the future of the retirement system.

Thank you.

DEPARTMENT OF PUBLIC WORKS

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



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

MEMORANDUM

Date: May 13, 2015
To: Board of Selectmen
From: Mark Wetzel, P.E., Public Works Superintendent
Subject: **May 19 Meeting Agenda Items**

1. National Public Works Week is May 17 to 23 - National Public Works Week is a celebration of the tens of thousands of men and women in North America who provide and maintain the infrastructure and services collectively known as public works.
2. Contract for Solid Waste and Recycling Disposal - The existing contract with Casella Waste Management expires at the end of this fiscal year. The Town Engineer solicited bids from solid waste companies for a 3-year contract, with 2 additional 1 year extensions for disposal of the municipal solid waste and recycling at the Transfer Station. Attached are the results of the bids. Casella provided the lowest cost of the three proposals received and I recommend that the Board of Selectmen execute the agreement with Casella Solid Waste Systems Inc.
3. Stony Brook Wastewater Pumping Station Bid- Please see attached memo.

Solid Waste and Recycling Disposal
May 1, 2015 Bid Summary

Firm	JRM	WASTE MANAGEMENT	CASELLA
FY 2016 Solid Waste Disposal Fee (per ton)	\$ 78.75	\$ 71.00	\$ 67.50
Single-Stream Recycling Hauling Flat-Fee (per haul)	\$ 175.00	\$ 240.00	\$ 200.00
Cardboard Recycling Hauling Flat-Fee (per haul)	\$ 175.00	\$ 200.00	\$200.00 Note: Rebate per ton for cardboard 65% of the Pulp & Paper OCC #11 High Side.
Compactor (per month)	\$ 325.00	\$ 200.00	\$ 125.00
30 Yard Recycling Container (per month)	\$ 50.00	\$ 50.00	\$ 85.00
Spare 30 Yard Recycling Container (per month)	\$ 50.00	\$ 50.00	\$ 85.00
100 Yard Walking Trailer for Solid Waste	\$ 300.00	\$ 450.00	\$ -
Revenue Share Details	\$10/ton for recycling, rebate of \$10/ton for OCC	Blended Rate based on percentage of each recycling component in our stream. An index price for each component multiplied by the percentage of that component, summation of all values compared to an initial set processing fee. A portion of this difference is shared with the Town.	-ACR varies by month -Set Threshold for each year, adjusted with CPI by 3% -Tip Fee = \$10.00 -No Floor Charge Example April: ACR \$60-\$80.00 threshold = (\$20) + tip fee = (\$30)--Therefore charged \$30

RECYCLING AND SOLID WASTE DISPOSAL SERVICES AGREEMENT

This Recycling and Solid Waste Disposal Services Agreement (the "Agreement") is made and entered into this 1st day of July, 2015 (the "Effective Date"), by and between the Town of Ayer, Massachusetts, ("Town"), Casella Recycling LLC, ("Recycling Provider") and Casella Waste Management of Massachusetts, Inc. ("Disposal Provider") ("Disposal Provider" and "Recycling Provider", collectively, "Contractor")

In consideration of the covenants and undertakings of the parties hereto and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Town, Recycling Provider and Disposal Provider hereby agree as follows:

1. DEFINITIONS

The following terms shall have the following meanings, as further defined within the Agreement.

"Acceptable Waste" means household solid waste collected by the Town at the Drop-Off Station. In no event shall Acceptable Waste mean or include Unacceptable Waste.

"Compactor" means the two-yard "breakaway" compactor described in Section 2, to be installed at the Drop-Off Station by Contractor.

"Containers" means one (1) 30-yard container for Recyclables; one (1) 100-yard walking trailer for residential solid waste and one (1) extra 30-yard container for Recyclables overflow from the Compactor, all as provided by Contractor at its sole cost and expense.

"Disposal Facility" means the Town of Southbridge Landfill located at 165 Barefoot Road, Southbridge, Massachusetts, or other suitable solid waste disposal facility designated by Contractor.

"Drop-Off Station" means the Town's residential drop-off station located at 100 Groton-Harvard Road, Ayer, Massachusetts.

"Equipment" means the Compactor and the Containers.

"Recyclables" means Single Stream Residential Mix collected by in the Compactor.

"Recycling Facility" means the Recycling Provider's processing facility located at 24 Bunker Hill Industrial Park, Charlestown, Massachusetts, or other suitable recycling processing facility designated by Contractor.

"Single Stream Residential Mix" means recyclable fibers and containers as defined in the Materials Acceptance Protocol, attached as Schedule B. Single Stream Residential Mix does not include excluded materials described in the Materials Acceptance Protocol.

"Ton" means two thousand (2,000) pounds.

"Unacceptable Recycling Materials" means any item not listed on the Materials Acceptance Protocol attached as Exhibit B.

"Unacceptable Waste" means any material that is not Acceptable Waste, including without limitation: (a) municipal solid waste; (b) any material that by reason of its composition, characteristics or quantity is ineligible for disposal at the Landfill, as determined by Casella in its sole discretion, or any applicable federal, state or local laws, rules, regulations, or permits; (c) hazardous, toxic, radioactive, hospital or laboratory wastes or substances; (d) sludge or ash; (e) any other material that Casella reasonably concludes would require special handling outside the normal course or present an endangerment to the Landfill, the public health or safety, or the environment.

2. SERVICES

2.1 Drop-Off Station Equipment.

a. Contractor shall at its sole cost and expense, (i) install the Compactor at the Drop-Off Station for receiving Single Stream Residential Mix, and (ii) place the Containers in a location designated by the Town.

b. Upon delivery of the Equipment, the Town shall inspect same and if the Equipment is in good operating condition, the Town shall execute a Certificate of Delivery and Acceptance at the time the Equipment shall be installed. Unless Town, within ten (10) days following installation gives Contractor written notice specifying a particular defect in the Equipment, it shall be conclusively presumed that the Equipment is in good operating condition. Ownership of the Equipment shall remain in the Contractor at all times.

2.2 Solid Waste Disposal Services.

a. The Town shall pay Disposal Provider Sixty-Eight Dollars (\$67.50) per ton for disposal of residential solid waste collected in the provided trailer ("Disposal Fee"), which price includes both transportation and disposal. The Disposal Fee shall be adjusted upon each anniversary of the Effective Date by the average increase or decrease in the current Consumer Price Index Northeast Region All Items, CUURO IOOSAO, as published by the Bureau of Labor Statistics ("CPI") over the proceeding twelve months, and may be subject to a fuel surcharge. In no event shall the CPI adjustment be less than 0%.

b. Disposal Provider shall retrieve, empty and replace the walking-floor trailer upon a schedule to be agreed upon from time to time by the Town and the Disposal Provider, provided, however, that Disposal Provider and the Town agree that the scheduled pick up and drop off (i) shall occur not less than once per week and (ii) shall be performed on a day that the transfer station is staffed (Saturday through Wednesday). If, however, in any 90-day period, the trailer is filled to less than capacity on more than 75 percent of the pickups, Disposal Provider shall have the right to reduce the number of pickups in a reasonable manner upon notice to the Town.

c. Disposal Provider will provide monthly reports outlining all container movement dates, certified scale weights and charges.

2.3 Recycling Services.

a. Recycling Provider or its subcontractor will pick up the container containing the Recyclables three times per month. The Town shall pay \$200 per haul for Recyclables. Recycling Provider estimates three hauls per month.

b. Payments to the Town or payments from the Town for Recyclables shall be based on an Average Commodity Revenue (ACR) formula, which will allow the Town to take advantage of a revenue share program, all as more particularly described in Exhibit "A" attached hereto.

c. Recycling Provider will provide Town with a monthly report which shall indicate the date, time, and net weight for each load, a report of the total tons received for that calendar month, and a billing summary.

d. CWS may reject and charge back at a market rate any loads to which the contaminant level exceeds 2% by weight and does not meet the provided and agreed upon "Zero-Sort" specifications set forth in Exhibit B.

2.4 General Performance Standards.

a. Contractor shall perform its obligations in a good and workmanlike manner consistent with applicable best professional practices and standards in the industry for performing similar services. In the performance of its obligations, Contractor agrees that it and any subcontractor shall comply with all applicable federal, state and local laws and ordinances and all lawful orders, rules and regulations of any governmental authority, including but not limited to, social security and income tax withholding laws, employment compensation laws, environment, safety and health laws.

b. Contractor represents and warrants that it and any subcontractor has all necessary permits, licenses and other forms of documentation, and its personnel have received all necessary training including required to perform the services hereunder.

2.5 Insurance. Contractor shall obtain and maintain at all times during the term of this Agreement, at Contractor's sole expense, the following insurance coverages:

a. Worker's Compensation/Employer's Liability

Minimum Limits: Statutory

b. Comprehensive General Liability Insurance (including contractual liability insurance evidencing coverage for the Contractor's indemnification obligations. The minimum limits for this policy shall be as follows:

Bodily Injury: \$1,000,000 Each occurrence
\$1,000,000 Aggregate

Property Damage: \$1,000,000 Each occurrence
\$1,000,000 Aggregate

b. "Town of Ayer" shall be named as an additional insured to the policy under subsection b above.

c. All policies of insurance will be endorsed to afford the Town with thirty (30) days' written notice of cancellation, non-renewal or material change in coverage.

d. The Contractor will provide the Town with Certificates of Insurance evidencing the coverages listed above, as well as copies of all endorsements to the policies as required herein. The failure of Contractor to secure or maintain such insurance shall be cause for termination of this Agreement by the Town and Contractor's obligation to remove the Equipment at Contractor's sole cost and expense.

3. LEASE AND USE OF EQUIPMENT

3.1 The Town shall pay rent of \$125 per month for use of the Compactor and rent of \$85 per month for each Container. One container will be in use and a second container will be on site for emergencies.

3.2 Contractor shall perform all general maintenance and up-keep on the Equipment during the Term at its cost and expense, provided, however, that the Town shall have responsibility for the repair of any Equipment damaged by the Town or any of its residents, and Town agrees to repair or cause such Equipment to be repaired promptly after damage. As reimbursement to Contractor for any sum expended by Contractor in connection with the repair of such Equipment, Town shall assign to Contractor any and all right Town may have under insurance policies carried by Town with respect to such damage.

3.3 The Town and its employees shall comply with all laws and Contractor's instructions relating to the use, operation and maintenance of the Equipment.

3.4 At all times during business hours, Contractor shall have the right to inspect the Equipment and observe its use.

3.5 The Town shall not sell, secrete, mortgage, assign, transfer, lease, sublet, lend, part with possession of, or encumber its interest in the Equipment, nor permit any liens or charges to become effective on the Equipment. The Town shall not make any alterations, additions or improvements to Equipment without the prior written consent of Contractor. Any changes made to the Equipment shall immediately become the property of Contractor.

3.6 THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EITHER EXPRESSED OR IMPLIED. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED TO TOWN'S INTENDED USE OR THAT IT IS FREE FROM DEFECTS. THE TOWN LEASES THE EQUIPMENT "AS IS."

4. GENERAL RESPONSIBILITIES OF TOWN

4.1 Operation of Drop-Off Station.

a. In the performance of its obligations, the Town agrees that it and any subcontractor shall comply with all applicable federal, state and local laws and ordinances and all lawful orders, rules and regulations of any governmental authority, including but not limited to, social security and income tax withholding laws, employment compensation laws, environment, safety and health laws.

b. The Town represents and warrants that it and any subcontractor has all necessary permits, licenses and other forms of documentation, and its personnel have received all necessary training including required to perform its obligations hereunder.

c. The Town shall operate the Drop-Off Station in compliance with all applicable federal, state and local laws, statutes, regulations and rules, at its sole cost and expense, and shall staff the Drop-Off Center with properly trained and supervised employees.

d. Only Town residents who show official identification proving residence in the Town of Ayer shall be permitted to drop off Recyclables and household solid waste. No commercial entities or businesses shall be permitted to deposit Recyclables or household solid waste in the Compactor or Containers.

e. Residents shall deposit Recyclables into the Compactor under the supervision and at the direction of Town employees. Residents shall deposit solid waste in the Drop-Off Station building or the Containers under the supervision of and as directed by Town employees. Town employees shall load the solid waste into the designated Containers.

f. The Town will make reasonable efforts to eliminate the scavenging of Recyclables at the Drop-Off Station.

g. The Town shall not divert any Recyclables or household solid waste from the Drop-Off Station to any service provider other than the Recycling Provider and Disposal Provider without express written permission from the relevant party.

4.2 Unacceptable Material.

a. The Town shall not permit, allow, or cause to be deposited in the Equipment any Unacceptable Material. Title to Unacceptable Material shall not pass from Town to Contractor.

b. Recycling Provider and Disposal Provider shall have the right to inspect all loads at the Drop-Off Station, and to reject any proposed delivery from the Town which (1) with regard to recycling, contains or appears to contain by volume or weight more than two percent (2%) Unacceptable Recycling Material, or (2) with regard to either recycling or solid waste, contains or appears to contain any amount of Unacceptable Material, (each such rejected load a "Unacceptable Load"). The entire cost arising from Town's delivery of any Unacceptable

Load (including without limitation transportation, re-loading, clean-up, alternate disposal and the like) shall be the sole responsibility of the Town.

4.3 Payment. All invoices shall be due and payable on a strict net thirty (30) days from date of invoice basis. Interest shall accrue on all past due invoices at the rate of one and one-half percent (1.5%) per month, and Town shall pay any and all costs incurred by Recycling Provider or Disposal Provider for collection of unpaid balances, including without limitation costs of investigation and attorneys' fees.

4.4 Insurance. Town shall obtain and maintain at all times during the term of this Agreement, at Town's sole expense, insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts.

5. **TERM**

5.1 Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall expire on June 30, 2018 ("Initial Term").

5.2 Extensions and Renewals. The Term shall be extended for up to two additional consecutive one-year terms (each a "Renewal Term") upon mutual written agreement of the parties prior to the end of the then-existing term.

6. **INDEMNIFICATION**

a. Contractor shall indemnify and hold harmless the Town from and against any and all claims, actions, suits, judgments, proceedings, liabilities, obligations, losses, and damages, amounts paid in settlement, interest, costs and expenses (including reasonable attorney's fees), penalties (civil, criminal or administrative), court costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) relating to or arising from personal injury, bodily harm or death, property damage or damage to the environment ("Losses") incurred or suffered by the Town to the extent that such Losses arise by reason of, or result from (i) the material breach or inaccuracy of any representation or warranty of the Contractor contained in this Agreement; (ii) the material breach by the Contractor of any of its covenants or agreements contained in this Agreement, or (iii) the negligence or willful misconduct of the Contractor or any of its agents, employees or subcontractors; to the extent not waived by the Town, in each case.

b. Town shall to the extent permitted by law hold harmless the Contractor from and against any and all claims, actions, suits, judgments, proceedings, liabilities, obligations, losses, and damages relating to or arising from personal injury, bodily harm or death, property damage or damage to the environment to the extent arising from the gross negligence or willful misconduct of the Town or any of its agents, employees or subcontractors.

c. The obligations contained in this Section shall inure to the benefit of the Parties and shall survive expiration or earlier termination of this Agreement.

7. STANDARD TERMS & CONDITIONS

Contractor's Standard Terms & Conditions are attached hereto as Exhibit C and are incorporated hereby in their entirety.

8. NOTICES

All notices to be given under this Agreement shall be in writing and delivered personally, or shall be mailed by U.S. Express, registered or certified mail, return receipt requested or an overnight service with receipt as follows:

Town	Town of Ayer 25 Brook Street Ayer, MA 01432 Attn: Superintendent - Public Works Department
Recycling Provider	Casella Recycling, LLC 14 / 24 Bunker Hill Ind. Park Charlestown, MA 02129 Attn: Robert Cappadona
With a copy to	Casella Waste Systems, Inc 25 Greens Hill Lane Rutland, VT 05701 Attn: General Counsel
Disposal Provider	Casella Waste Management of Massachusetts, Inc. 15 Hardscrabble Road Auburn, MA Attn: Division Manager (Auburn)
With a copy to	Casella Waste Systems, Inc 25 Greens Hill Lane Rutland, VT 05701 Attn: General Counsel

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CASELLA RECYCLING, LLC

COPY

By: _____

Name: _____

Title: _____

CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC.

COPY

By: _____

Name: _____

Title: _____

TOWN OF AYER

COPY

By: _____

Name: _____

Title: _____

COPY

By: _____

Name: _____

Title: _____

COPY

By: _____

Name: _____

Title: _____

EXHIBIT A

PRICING

Zero-Sort / Single Stream pricing formula: Recycling Provider has developed a revenue share on market value to reflect single stream value in today's commodity market environment.

Revenue Share: 50% over \$80.00 threshold Tip Fee: \$10.00/ton

EXAMPLES

Favorable commodity market example:	Current commodity market example:
Example ACR of \$130.00	Example ACR of \$60.00
Actual Formula based on hypothetical facility ACR of \$130.00 per ton:	Actual Formula based on facility ACR of \$60.00 per ton:
Threshold: \$80.00 per ton	Threshold: \$80.00 per ton
Excess ACR: \$50.00 per ton. (\$130.00 - \$80.00)	Excess ACR: (\$20.00 per ton charge). (\$60.00 - \$80.00)
Revenue Share: 50% over Threshold (to Town) and dollar for dollar below the Threshold (to Recycling Provider)	Revenue Share: 50% over Threshold (to Town) and dollar for dollar below the Threshold (to Recycling Provider)
Revenue Share to Town \$25.00 (\$50.00 * 50%)	Charge to Town (\$20.00)
Net Payment to Town after tip fee of \$10.00 is \$15.00 per ton. (\$25.00 - \$10.00)	Total charge to Town after tip fee of \$10.00 is (\$30.00) per ton. (\$10.00)+ (\$20.00)

TOWN OF AYER Current Commodity charge would be \$30.00/ton

NO FLOOR PRICE

Annual Threshold C.P.I. Increase of 3%

Tip Fee will be \$10.00 per ton.

For the term of the contract, the Revenue Share will be set at 50.0% above the Threshold to the Town and dollar for dollar below the Threshold to the Recycling Provider.

OTHER COMMODITY PRICING:

Old Corrugated Containers (OCC) Formula pricing will be as follows;

65% Rebate of the Pulp & Paper OCC #11 High Side

EXAMPLE;

OCC #11 High Side = \$80, Rebate will be \$48 per ton

EXHIBIT B
Materials Acceptance Protocol

Acceptable Material

"Commingled Containers"- Bottles & Cans) consist of the following, loose, and commingled:

- Glass, transparent and translucent food and beverage bottles and jars of any color. Paper labels are acceptable as are rings and lids on glass containers.
- Tin/Steel cans, tin-plated, food and beverage containers, all sizes; paper labels are acceptable.
- Aluminum used beverage containers
- All plastic bottles with SPI Codes #1-7 -- including but not limited to:
 - HOPE plastic bottles (SPI Code #2) - blow-molded (bottle-necked) natural and colored HOPE containers, including plastic milk jugs, water jugs, detergent bottles, and similar items; caps and labels are acceptable. Motor oil and anti-freeze containers are not acceptable. Tubs, pots, and trays are not acceptable.
 - PET plastic bottles (SPI Code #1) blow-molded (bottle-necked) clear and green PET containers, such as soda bottles, dishwashing soap bottles, some shampoo bottles. Tubs, pots, and trays are not acceptable.
- Bulky HOPE - defined as large HOPE items (buckets, crates, toys, trays, furniture, bins, barrels etc.). This category often referred to as "Injection HOPE".
- Other polymers may be accepted only as mutually agreed by Generator and Processor
- NO TRASH

"Mixed Fiber" consists of the following, loose, and commingled

- ONP - old newspapers and advertisement inserts, loose or placed in Kraft (brown) paper bags.
- OMG - old magazines containing glossy coated paper, including catalogues, glossy fillers or mailers, loose or placed in Kraft (brown) paper bags,
- OCC - old corrugated containers (cardboard) and that have liners of Kraft, jute, or test liner. OCC can be damp but not soaked. Wax coated OCC containers are not acceptable
- Kraft (brown) paper bags - all sizes of loose, bundled or bagged Kraft paper grocery sacks.
- Junk mail - all dry, loose or bagged bulk mail consisting of paper or cardboard. All unopened junk mail and envelopes with window are acceptable.
- High-grade paper - all dry, loose or white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers, computer paper (continuous-form perforated white bond or green-bar paper).
- Boxboard - all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoe boxes, and other similar packaging. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable.
- Telephone Books/ hard cover books
- NO TRASH

"Residential Zero-Sort Recycling / Single Stream Material" consists of Commingled Containers and mixed Fiber all together loose in the same container. This "RESIDENTIAL" grade commodity will contain typical curbside collection percentages and will most often be generated from municipal collection or private subscription routes.

"Unacceptable Material" is any material not specifically listed as Acceptable Material, including but not limited to:

- NO Black or Colored Plastic Bags or Plastic Bag / film material
- NO Styrofoam & Polystyrene
- NO Mirrors, window or auto glass, light bulbs, ceramics, any plastic containers with no # at all, oil or antifreeze containers, plastic bags, coat hangers, paint cans, or any household items (such as toasters, cooking pots or pans, etc.)
- NO Hazardous, toxic, radioactive, or similarly dangerous material
- NO Food scraps or any other organic material
- NO Scrap metal
- NO TRASH

"Brown Waste" must consist of 50-60 % Old Corrugated Containers (OCC) and 10-20% mixed fiber to include the following; ONP, OMG, Junk Mail, High-Grade Office Paper and Boxboard. The remaining 20-30% of the overall mixture may contain "Dry Waste", which is described as any other dry trash that does not include food scraps, other organic materials and, or Hazardous materials / containers.

"Acceptable Dry Waste Material";

- OK - Plastic Bag Material, Plastic Bags & Bagging material, plastic films and bubble wraps.
- OK - Styrofoam & Polystyrene
- OK - Mirrors, window or auto glass, light bulbs, ceramics, any plastic containers with no # at all, oil or antifreeze containers, plastic bags, coat hangers, paint cans, or any household items (such as toasters, cooking pots or pans, etc.)
- OK - Scrap metal (light irons)
- OK - Bulky HOPE - defined as large HOPE items (buckets, crates, toys, trays, furniture, bins, barrels etc.). This category often referred to as "Injection HOPE", or mixed Rigid plastics.
- OK - Other polymers may be accepted only as mutually agreed by Generator and Processor
- OK - DRY TRASH

EXHIBIT C
Standard Terms & Conditions

Governing Law. This Agreement and any issues arising hereunder or relating hereto shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts except for conflicts of laws provisions that would apply the substantive law of another state.

Venue. The parties consent to the jurisdiction of the state and federal courts having jurisdiction over the Town of Ayer, Massachusetts.

Limitation of Liability. Neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages including without limitation loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement.

Disclaimer of Joint Venture, Partnership, and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.

Force Majeure.

a. "Force Majeure" means shall mean any act, event or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action; (iv) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; or (v) adoption or change (including a change in interpretation or enforcement) of any federal, state or local law after the Effective Date of this Agreement, preventing performance of or compliance with the obligations hereunder.

b. Neither party shall be liable to the other for damages without limitation (including liquidated damages) if such party's performance is delayed or prevented due to an event of Force Majeure. In such event, the affected party shall promptly notify the other of the event of Force Majeure and its likely duration. During the continuation of the Force Majeure Event, the nonperforming party shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (ii) exercise commercially reasonable due diligence to overcome the Force Majeure event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.

c. In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure, the other party may, at any time thereafter, terminate this Agreement.

Representations and Warranties of Authority. Each party represents and warrants to the other that:

a. it is duly qualified to do business and is in good standing in every jurisdiction in which this Agreement requires its performance;

b. it has full power and authority to execute, deliver and perform its obligations under this Agreement;

c. the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action by such party; and

d. the execution and delivery of this Agreement by such party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws of such party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either party is bound.

(00005687.1)

Termination. This Agreement may be terminated

- a. by both parties upon mutual written agreement; or
- b. immediately upon notice by either party in the event that any of the representations and warranties contained in this Agreement are shown to be untrue; or
- c. by either party in the event of a failure by the other party to perform a material obligation as follows (a "Default"): if the Default has not been cured by the defaulting party within thirty (30) days from receipt of notice from the non-defaulting party, the non-defaulting party may (i) terminate this Agreement immediately, or (ii) agree in writing that the defaulting party is diligently pursuing a cure, and extend the cure period at its sole discretion, subject to immediate termination upon notice.

Entire Agreement. It is understood and agreed that all understandings and agreements heretofore had between and parties thereto are merged in this Agreement, which alone fully and completely expresses their agreement and contains all of the terms agreed upon between the parties with respect to the subject matter of this Agreement, and that this Agreement is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other.

Amendment. This Agreement may not be amended, modified or supplemented, except in writing and signed by the parties.

Non-Waiver. No waiver by any party to this Agreement of any failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Severability; Modification Required By Law. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions thereof or hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth.

Headings. The headings of sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

Assignment. This Agreement and all of the provisions thereof and hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests, obligations, and remedies hereunder shall be assigned by any party, including by operation of law, without the prior written consent of the other party. Notwithstanding the preceding sentence, however, this Agreement may be freely assigned by Contractor, without consent, to any entity controlling, controlled by or under common control with Contractor, or acquiring all or substantially all the assets of Contractor.

Construction. This Agreement and its exhibits and schedules are the result of negotiations between the parties and have been reviewed by all parties. Accordingly, this Agreement will be deemed to be the product of the parties thereto and no ambiguity will be construed in favor of or against any party.

No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

Further Acts. Each party agrees to perform any further acts and to execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

Disputes. If a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation, before having recourse to the courts. However, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitations.

Press Releases and Announcements. No party shall issue any press release or public announcement relating to the subject matter of this Agreement without the prior written approval of the other party; provided, however, that any party may make any public disclosure it believes in good faith is required by applicable law, regulation or stock market rule (in which case the disclosing party shall use reasonable efforts to advise the other party and provide them with a copy of the proposed disclosure prior to making the disclosure).

Deposit Bill Legislation. If legislation is enacted on a State or national level that requires a redeemable deposit on any of the items listed as Recyclables, the parties agree that the Recycling Provider's economic position has been negatively impacted. Therefore, the parties will renegotiate the price of the Agreement in good faith to rectify the negative economic impact. If the parties cannot reach a mutually satisfactory agreement, the Recycling Provider may terminate this contract with sixty (60) days' notice to the Generator without further obligation.

DEPARTMENT OF PUBLIC WORKS

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

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

Memorandum

Date: May13, 2015

To: Ayer Board of Selectmen

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

Re: Stony Brook Wastewater Pumping Station - Request for additional funding

The Stony Brook Wastewater Pumping Station is a critical station servicing New England Way and, Nemco Way. The station provides wastewater service to many large businesses in these two industrial parks. Reliable wastewater pumping is critical to their operations. The station is approximately 30 years old with a capacity of 250,000 gallons per day. The station is in poor condition, both structurally and mechanically and the generator failed several years ago and has not been repaired.

The funding for replacing the station has been included in the DPW 5 Year Capital Plan since FY11 and had been delayed until last (FY15) Town Meeting. Due to numerous equipment failures, I recommended that the capital funding approved for the West Main Street pumping station (\$450,000) be transferred for the Stony Brook project.

It should be pointed out that the \$450,000 budget for West Main Street was for construction only, and the West Main Street project is a much smaller station. The West Main Street station project was delayed due to a land easement issue.

Upon completion of the design of the Stony Brook Station project, it was estimated that the project would be over the appropriation and I recommended a warrant article be placed on the Annual Town Meeting to vote the additional funding. This proposed warrant article was not approved.

Bids for the Stony Brook Pumping Station replacement were opened on May 7, 2015. A total of 5 bids were received, however one of the bidders was determined to be ineligible as they did not have the required DCAM Certification. The bid results were as follows:

Bidder	Base Bid	Bid less fencing	Bid less fencing and building mod.	Bid less fencing, building mod and generator
Waterline Industries	\$616,677	\$609,777	\$609,776	\$530,776
J D'Amico Inc	\$648,850	\$ 636,850	\$631,850	\$586,850
Winston Builders Inc	\$789,889	\$765,889	\$741,889	\$704,889
Kinsman Corp	\$ 822,800	\$ 813,200	\$ 813,200	\$809,600

As the table shows, we included several "deductive alternates" to the bid to provide flexibility in the award. These include:

- Deduct Alternate 1 - Eliminate the fence around the pumping station
- Deduct Alternate 2 - Provide a used precast building instead of a new building
- Deduct Alternate 3 - Eliminate the auxiliary power diesel generator and related transfer switch

If the Town elects to award the project with the deductive alternates, the fence and generator would be added at a future date.

Based on a meeting with the Town Administrator and Town Accountant, it was decided that we would request use of UDAG money, to be repaid with a future appropriation. There is \$421,000 remaining in the appropriation. In order to award the project, an additional \$250,000 will be needed, which includes \$195,000 for construction, \$20,000 for construction phase engineering and \$35,000 for contingencies.

Therefore, the DPW -Wastewater Division requests authorization from the Board of Selectmen to use up to \$250,000 from the UDAG account for the construction of the Stony Brook Wastewater Pumping Station project.



RECEIVED

MAY 11 2015

TOWN OF AYER
SELECTMEN'S OFFICE

May 8, 2015

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

Board of Selectmen
Town of Harvard
7 Fairbank Street
Harvard, MA 01451

Board of Selectmen
Town of Shirley
7 Keady Way
Shirley, MA 01464

Re: Devens Regional Enterprise Zone; "Super Town Meeting"

Dear Members of the Boards of Selectmen:

In accordance with Section 10 of Chapter 498 of the Acts of 1993, please accept this letter as a formal request by the Massachusetts Development Finance Agency ("MassDevelopment") to convene simultaneous town meetings for the purpose of making substantial revisions to the Devens By-Laws and Devens Reuse Plan.

The procedures for making substantial revisions to the Devens By-Laws and Devens Reuse Plan as set forth in Section 10 of Chapter 498 of the Acts of 1993 are as follows:

[MassDevelopment] and the Towns shall, within thirty days of the last public hearing held by [MassDevelopment] and the Towns, submit the proposed [substantial revisions to] the Reuse Plan and Bylaws to the board of selectmen of each of the Towns. Within ninety days of receipt of the proposed [substantial revisions to] the Reuse Plan and Bylaws, the board of selectmen of each of the Towns shall convene a town meeting to be held at the same date and time in each of the Towns for the purpose of adopting or rejecting, by majority vote of each town meeting, the [substantial revisions to] the Reuse Plan and Bylaws. Each Town shall vote to adopt or disapprove the Reuse Plan and Bylaws as submitted. No amendments to the reuse Plan and Bylaws shall be made by the Towns.

The last public hearing on the proposed substantial revisions to the Reuse Plan and Bylaws took place in Devens on April 30, 2015. Prior public hearings took place in Harvard on February 10, 2015 and in Ayer on February 12, 2015.

The attached proposed substantial revisions to the Reuse Plan and Bylaws are hereby timely submitted to the board of selectmen of each of Ayer, Harvard and Shirley. For your convenience, MassDevelopment has prepared the proposed substantial revisions to the Reuse Plan and Bylaws in the form of a special town meeting warrant for each of the respective Towns and submits such warrant herewith.

Section 10 of Chapter 498 of the Acts of 1993 requires that within 90 days of receipt of the proposed substantial revisions to the Reuse Plan and Bylaws, the board of selectmen of each of the Towns shall convene a town meeting. By mutual agreement of MassDevelopment and the board of selectmen of each of the Towns, the so-called "Super Town Meeting" shall be held on Monday, June 8, 2015, at 7:00 p.m.

Please sign your warrant and call your special town meeting in pursuance of the warrant, providing notice thereof at least fourteen days before the Super Town Meeting, and otherwise in accordance with the procedures required by law or otherwise established for your respective town.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Thatcher W. Kezer III". The signature is stylized and written over a horizontal line.

Thatcher W. Kezer III
Senior Vice President, Devens

Town of Ayer

SPECIAL TOWN MEETING WARRANT

Ayer Shirley Regional High School Auditorium
June 8, 2015 @ 7:00 p.m.

Commonwealth of Massachusetts
Middlesex, ss

GREETINGS:

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of the Town of Ayer qualified to vote in Town Elections and Affairs to meet at the Laura S. Leavitt Auditorium in the Ayer Shirley Regional High School on Monday, the Eighth day of June, 2015, at seven o'clock in the evening (7:00 p.m.) then and there to act on the following articles:

ARTICLE 1: DEVENS – REVISIONS TO DEVENS ZONING BY-LAWS, DEVENS ZONING MAP, AND DEVENS REUSE PLAN – ALLOW FOR SENIOR RESIDENTIAL USE IN THE SHIRLEY VILLAGE GROWTH I DISTRICT

To see if the Town will vote to approve revisions to the Zoning By-Laws, Zoning Map, and the Reuse Plan of the Devens Regional Enterprise Zone as follows:

1. In the Devens By-Laws, Section V, Zoning Districts and Zoning Map, Subsection A, Zoning Districts and Development Goals – General Description, Subsection 9, Village Growth District I, Subsection b, Development Goals, by inserting the phrase “senior residential and” after the word “provide” in the first sentence of the first paragraph and inserting the phrase “and senior residential housing that consists of housing for individuals 62 years of age or older pursuant to the requirements of the Fair Housing Act, 42. U.S.C. section 3601, et al, as amended, (the “Fair Housing Act”) and other applicable federal and state housing laws” after the word “size” in the second sentence of the first paragraph so that the first paragraph shall now read as follows:

“b. Development Goals: The primary goal of this district is to provide senior residential and commercial expansion and enhancement opportunities for Shirley Village, while at the same time respecting the scale of the existing businesses and abutting neighborhoods. The intent is to accommodate a municipal facilities center, a variety of retail, service, and office uses of small to medium size and senior residential housing that consists of housing for individuals 62 years of age or older pursuant to the requirements of the Fair Housing Act, 42. U.S.C. section 3601, et al, as amended, (the “Fair Housing Act”) and other applicable federal and state housing laws.”

And by inserting a new paragraph in the same subsection after subparagraph (9)(b)(iv) which shall read as follows:

“The Devens Enterprise Commission will in its Rules and Regulations or in Senior Residential Guidelines establish requirements for the marketing, design, deed restrictions, and monitoring of compliance with the restrictions for the age-restricted facilities and the income-restricted units within the Senior Residential facilities.”

2. In the Devens By-Laws, Section VI, Permitted Uses, Subsection A, General Land Use Categories, Subsection 3, Use Categories, insert a new Subsection o, Senior Residential, which shall read as follows:

“o. Senior Residential. Senior Residential refers to age-restricted residential facilities to be occupied solely by individuals 62 years of age or older and that comply with the Fair Housing Act and other applicable federal and state housing laws. Such facilities may provide services such as meals, transportation, housekeeping, personal care, specialized care for dementia, and/or health care, in a residential setting. Such facilities may also provide no or limited services. No less than twenty-five (25) percent of any Senior Residential units within the Village Growth I Zoning District must be deed-restricted so that they are affordable to households earning no more than eighty (80) percent of the area median income as defined by the U. S. Department of Housing and Urban Development as set forth in 974 CMR Section 5.02 2 (l) of the Devens Enterprise Commission’s Rules and Regulations. Alternatively, for rental units only, at least twenty (20) percent of the rental units may be deed-restricted for households earning no more than fifty (50) percent of area median income. Requirements for the marketing, design, deed restrictions, and monitoring of compliance with the restrictions for these age-restricted facilities and the income-restricted units within the Senior Residential facilities shall be adopted by the Devens Enterprise Commission in either its Rules and Regulations or in Senior Residential Guidelines to be issued by the Devens Enterprise Commission.”

3. In the Devens By-Laws, Section IX, Density and Dimensional Requirements, Subsection E, Residential Density, Subsection 1, insert the phrase “not including Senior Residential units within the Shirley Village Growth I Zoning District, which shall not exceed one hundred twenty (120) units” at the end of the first sentence so that the first sentence shall read as follows:

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

4. In the Devens Reuse Plan, Chapter 4, The Devens Reuse Plan, Subsection Patterns in the Reuse Plan, Subsection Village Growth, in the second sentence of the first paragraph, delete the word “dual” before the word “purpose”, insert the words “and residential” before the word “expansion” and insert the phrase “including up to 120 units of age-restricted senior residential housing” at the end of the last sentence of the first paragraph so that the first paragraph shall read as follows:

“The Village Growth concept creates the most direct of connections between the Devens Enterprise Zone and the abutting town areas of Shirley situated at and near Devens Gate. The purpose is to provide business and residential expansion opportunities for Shirley Village while at the same time offering a substantial retail opportunity for the Devens Enterprise Zone and the region at large. The underlying theme is to achieve those objectives with a scale, development pattern and mix of uses that are compatible with that of the existing Shirley Village, including up to 120 units of age-restricted senior residential housing.”

In the second paragraph of the same section, delete the word “and” before “small-scale” and insert the words “and up to 120 units of age-restricted senior residential housing” at the end of the paragraph so that the second paragraph shall read as follows:

“The first Village Growth area allows a retail center to be established, complemented by free-standing retail businesses where individual occupants or tenants do not exceed 50,000 square feet of floor area within a retail center, small-scale office uses do not exceed 40,000 square feet of gross floor area, and up to 120 units of age-restricted senior residential housing.”

5. In the Devens Reuse Plan, Chapter 4, The Devens Reuse Plan, Subsection Patterns in the Reuse Plan, Subsection Housing and Community Facilities, insert the sentence “The 282-unit maximum shall not apply to age-restricted senior residential housing within the Village Growth I zoning district, which shall not exceed 120 units of housing” after the first sentence in the third paragraph such that the third paragraph shall read as follows:

“In order to accommodate the needs of a broad range of income groups, and to ensure the stability of the residential core, approximately twenty-five (25%) of the 282 units to be reused or constructed under the Reuse Plan will be reserved for low and moderate income individuals or families, and/or special needs populations. The 282-unit maximum shall not apply to age-restricted senior residential housing within the Village Growth I zoning district, which shall not exceed 120 units of housing. It is recognized that the success of the residential reuse is dependent on a balance between market rate and the affordable/special needs populations.”

6. In the Devens Reuse Plan, Chapter 4, The Devens Reuse Plan, Subsection Zoning and Resource Protection Overlay Districts, Subsection Village Growth District I, insert the words “and residential” before the word “expansion”, and insert the phrase “as well as up to 120 units of senior residential housing” at the end of the second sentence in the first paragraph such that the first paragraph shall read as follows:

“The primary concept of this land use category is to provide commercial and residential expansion and enhancement opportunities for Shirley Village, while at the same time respecting the scale of the existing businesses and abutting neighborhoods. The intent is to accommodate a

variety of retail, service, and office uses of small to medium size as well as up to 120 units of senior residential housing.”

And by inserting a new paragraph in the same section after the last bullet point which shall read as follows:

“The Devens Enterprise Commission will in its Regulations establish requirements for the marketing, design, deed restrictions, and monitoring of compliance with the restrictions for the age-restricted facilities and the income-restricted units within the Senior Residential facilities.”

7. In the Devens Reuse Plan, Chapter 4, The Devens Reuse Plan, Subsection Zone Districts Goals and Objectives, Subsection Village Growth District I, Subsection Goals and Objectives, insert the words “and senior residential” before the word “expansion” in the first bullet point such that it shall read as follows:

“Provide commercial and senior residential expansion and enhancement opportunities for Shirley Village, while at the same time respecting the scale of the existing business and abutting neighborhoods.”

In the same section, insert the phrase “as well as up to 120 age-restricted senior residential housing units” at the end of the second bullet point such that it shall read as follows:

“Accommodate a variety of retail, service, and office uses of small to medium size as well as up to 120 senior residential housing units.”

8. In the Devens Reuse Plan, Chapter 4, The Devens Reuse Plan, Subsection Zone Districts Goals and Objectives, Subsection Village Growth District I, Subsection Example Uses, insert the phrase “Up to 120 Units of Age-Restricted Senior Residential” after the final bullet point such that the subsection shall read as follows:

- Retail Center
 - Free-Standing Retail Business
 - Convenience Retail Uses
 - Small-Scale Office Uses
 - Cultural and Exhibit Space
 - Conference Facilities
 - Academic and Institutional Uses
 - Lodging
 - Up to 120 Units of Age-Restricted Senior Residential”

9. In the Devens Zoning Map and the Devens Reuse Plan, all references to the matters set forth in Items 1, 2, and 3 of this Article 1 shall be revised to the extent required to remain consistent with such revisions.

In the Devens Zoning Map and the Devens By-Laws, all references to the matters set forth in Items 4, 5, 6, 7, and 8 of this Article 1 shall be revised to the extent required to remain consistent with such revisions.

ARTICLE 2: DEVENS – REVISIONS TO DEVENS ZONING BY-LAWS, DEVENS ZONING MAP, AND DEVENS REUSE PLAN – ALLOW FOR HEALTH CARE USES IN THE VILLAGE GROWTH I DISTRICT

To see if the Town will vote to approve revisions to the Zoning By-Laws, Zoning Map, and Reuse Plan of the Devens Regional Enterprise Zone as follows:

1. In the Devens By-Laws, Exhibit D, Table of Permitted Uses, in the row labeled “Health Care” and the column labeled “9. Village Growth I”, replace the “-” with a “P”.
2. In the Devens By-Laws, Exhibit D, Table of Permitted Uses, in the row labeled “Health Care” and the column labeled “9. Village Growth I”, insert footnote marker “(4)” after “P”.
3. In the Devens By-Laws, Exhibit D, Table of Permitted Uses, at the end of the table, insert new footnote (4) which shall read as follows:

“(4) Within the Village Growth I District, healthcare uses including hospitals, immediate-care facilities, and clinics are not allowed.”
4. In the Devens Zoning Map and Devens Reuse Plan, all references to the matters set forth in Items 1, 2, and 3 of this Article 2 shall be revised to the extent required to remain consistent with such revisions.

ARTICLE 3: DEVENS – REVISIONS TO THE DEVENS ZONING BY-LAWS, DEVENS ZONING MAP, AND DEVENS REUSE PLAN – ROGERS FIELD, WILLOW BROOK CORRIDOR & ADAMS CIRCLE ZONING SWAP

To see if the Town will vote to approve revisions to the By-Laws, Zoning Map and Reuse Plan of the Devens Regional Enterprise Zone as follows:

1. In the Innovation and Technology Center District (Parcel 2 of the Devens Zoning District Parcel Maps), rezone approximately 30 acres of land in the vicinity of Rogers Field (depicted as “Parcel A” in Figure 3.1 attached hereto and made a part hereof) from Innovation and Technology Center to Open Space and Recreation.

2. In the Residential II District (Parcel 10 of the Devens Zoning District Parcel Maps), rezone approximately 3.5 acres of land in the vicinity of the Willow Brook Corridor (depicted as "Parcel B" in Figure 3.1 attached hereto and made a part hereof) from Residential II to Open Space and Recreation.
3. In the Residential II District (Parcel 10 of the Devens Zoning District Parcel Maps), rezone approximately 9.3 acres of land in the vicinity of Adams Circle (depicted as "Parcel C" in Figure 3.1 attached hereto and made a part hereof) from Open Space and Recreation to Residential II.
4. In the Devens Reuse Plan and Devens Zoning By-Laws, all references to the matters set forth in Items 1, 2, and 3 of this Article 3 shall be revised to the extent required to remain consistent with such revisions.

ARTICLE 4: DEVENS – REVISIONS TO THE DEVENS ZONING BY-LAWS, DEVENS ZONING MAP, AND DEVENS REUSE PLAN – ALLOW FOR OFFICE AND RESEARCH USES ON THE SOUTHERN PORTION OF GRANT ROAD

To see if the Town will vote to approve revisions to the Zoning By-Laws, Zoning Map, and Reuse Plan of the Devens Regional Enterprise Zone as follows:

1. In the Devens By-Laws, Exhibit D, Table of Permitted Uses, in the column labeled "Residential I" and the rows labeled "Full Office," "Small-Scale Office," "Light Industrial with Environmental Component," "All Other Light Industrial," "Industrial with Environmental Component," "All Other Industrial," "R&D with Environmental Component," "All Other Research & Development," "Academic/Institutional/Civic," "Municipal Uses," and "Incubator," replace the "-" with a "P".
2. In the Devens By-Laws, Exhibit D, Table of Permitted Uses, in the column labeled "Residential I" and the rows labeled "Full Office," "Small-Scale Office," "Light Industrial with Environmental Component," "All Other Light Industrial," "Industrial with Environmental Component," "All Other Industrial," "R&D with Environmental Component," "All Other Research & Development," "Academic/Institutional/Civic," "Municipal Uses," and "Incubator," insert footnote marker "(5)" after "P".
3. In the Devens By-Laws, Exhibit D, Table of Permitted Uses, at the end of the table, insert new footnote (5) which shall read as follows:

“(5) Only allowed in the portion of the district west of Spruce Street.” (Such area is depicted as “Parcel A, +/- 17.8 Acres” on Figure 4.1 attached hereto and made a part hereof.)
4. Between the Innovation and Technology Business Zone (Parcel 7 of the Devens Zoning District Parcel Maps) and the Residential I Zone (Parcel 6 of the Devens Zoning District Parcel Maps), rezone approximately

3.2 acres of land (depicted as "Parcel B" in Figure 4.1 attached hereto and made a part hereof) from Open Space and Recreation to Innovation and Technology Business.

5. In the Devens Zoning Map and Devens Reuse Plan, all references to the matters set forth in Items 1, 2, 3, and 4 of this Article 4 shall be revised to the extent required to remain consistent with such revisions.

(Inserted by Board of Selectmen)

(Requires a majority vote for passage.)

Hereof fail not and make due return of this warrant with your doings thereof to the Town Clerk before the date appointed for said meeting.

Given under our hands this ____ day of _____ AD 2015.

Jannice L. Livingstom



Gary J. Luca

Christopher R. Hillman
AYER BOARD OF SELECTMEN

Any persons needing disability related assistance (such as signing, etc.) at the town meeting please contact the Selectmen's Office at 978-772-8220 before June 5, 2015. We shall make every reasonable effort to assist you.

Large print version of the text of this warrant is available upon request.

(Sponsor: Board of Selectmen)

(Simple Majority Vote Required)

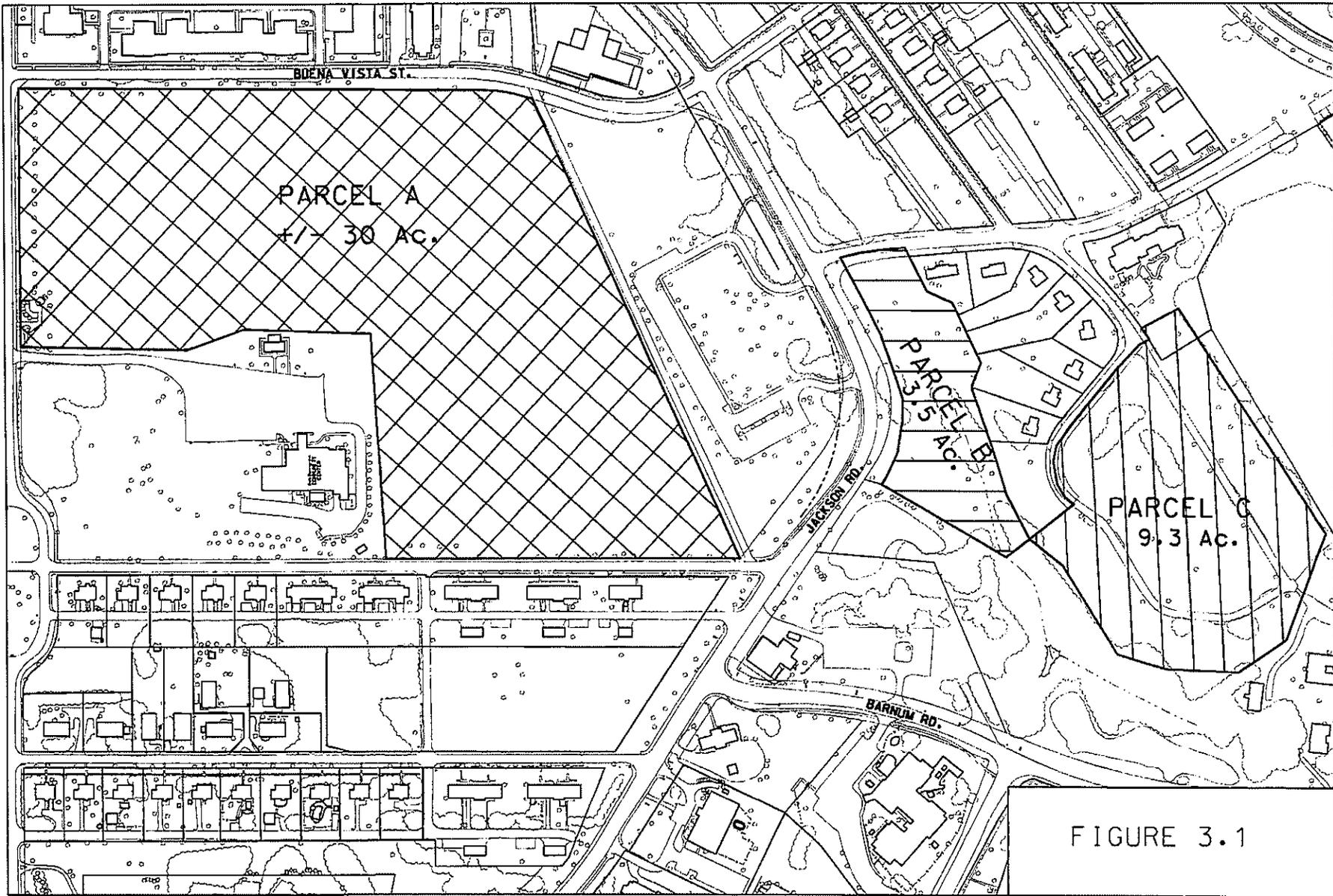
A True Copy Attest:

As directed in the foregoing warrant, I have this day posted three attested copies in three public places, one of which was the Town Hall at least fourteen days before said meeting, all as herein directed.



- Constable

Date: _____

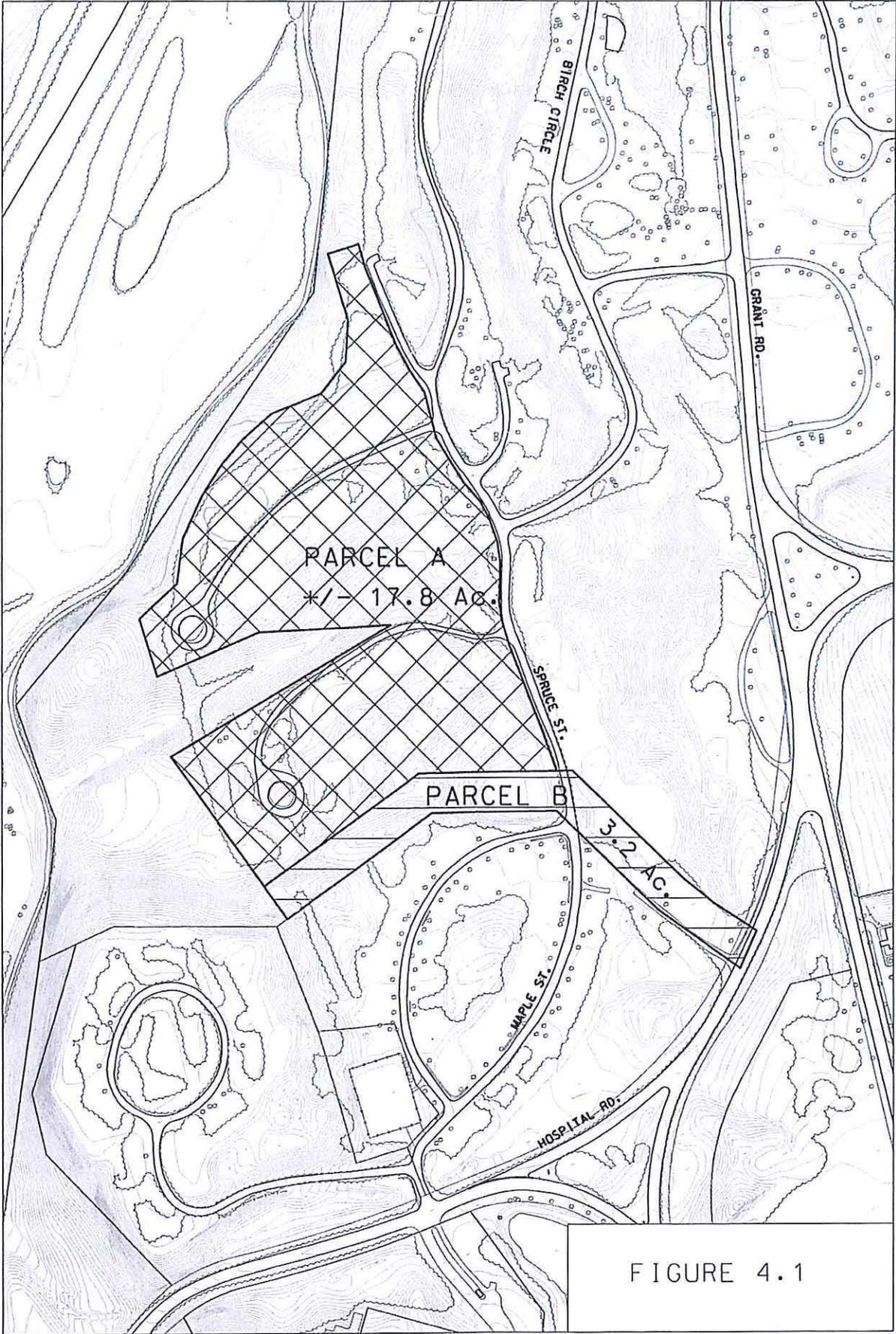


FIGURE 4.1

Office of the Ayer Board of Selectmen
Office of the Ayer Town Administrator



Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | Fax 978-772-3017 | www.ayer.ma.us

MEMORANDUM

DATE: May 14, 2015

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: BOS and TA Goals and Objectives for 2015-2016

Dear Honorable Selectmen,

I offer this memo for consideration and facilitation of the BOS discussion at your meeting on May 19, 2015 regarding Goals and Objectives for 2015-2016 for the BOS and TA. Respectfully the full BOS should engage in a discussion and plan on Tuesday night for establishing the BOS Goals and Objectives for 2015-2016 of which some may/will overlap with those established for the Town Administrator. If you have any questions, please do not hesitate to contact me directly. Thank you.

Potential 2015-2016 Goals and Objectives for the Town Administrator:

1. Preparation/Completion and Presentation of the Town's Comprehensive Plan Review and Update for BOS Approval (Projected Timeline: June 2015 – June 2016)
2. Update and Implement a BOS Executive Minutes System (Projected Timeline: May 2015- May 2016)
3. Complete the Non-Union Personnel Compensation Study for Personnel Board Review and Fall Town Meeting Consideration (Projected Timeline: May 2015 – Oct. 26, 2015)
4. Develop and Implement an Official Town-wide Wellness Program and MIIA Rewards Program (Projected Timeline: Official Program Roll-Out Sept. 2015)
5. Continue with Public Records Inventory and Disposal (when applicable) of the BOS and TA Offices (Projected Timeline: Ongoing)

6. Develop with the DPW Superintendent and Town Engineer a Plan for Unaccepted Streets in Town (Projected Timeline: Plan to be presented to BOS in September 2015 with proposed streets requiring Town Meeting approval for Fall Town Meeting)
7. Complete the Update of the Town's Website to Include Implementation of On-Line Permitting (Projected Timeline: Ongoing – June 2016)
8. Preparation and Presentation of the FY 2017 Budget to the BOS and Fin Com (Projected Timeline: Ongoing)
9. Preparation and Presentation of the 2015 Fall Town Meeting Warrant and 2016 Annual Town Meeting Warrant to the BOS and Fin Com (Projected Timeline: Ongoing)
10. Development of a Land Use Department Proposal for BOS Consideration (Projected Timeline: June 2015 – December 2015)

Office of the Ayer Board of Selectmen
Office of the Ayer Town Administrator



Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | Fax 978-772-3017 | www.ayer.ma.us

MEMORANDUM

DATE: May 14, 2015

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: Town Administrator's Report for the May 19, 2015 Ayer Board of Selectmen's Meeting

Dear Honorable Selectmen,

I offer the following Town Administrator's Report for the May 19, 2015 Ayer Board of Selectmen's Meeting. If you have any questions regarding this report, please do not hesitate to contact me directly. Thank you.

1. Administrative Update:

I will offer a brief oral update on various projects and administrative matters since the last BOS Meeting on May 5, 2015. At this time I would like to congratulate the BOS, Fin Com, Town Department Heads, and all who were involved with the preparation of the FY 2016 Budget and 2015 Annual Town Meeting Warrant. Town Meeting was an overall success with all 41 Warrant Articles being approved in three hours. I believe that this is a testament to the Town's continued commitment to open, transparent, and participatory government. The Administration will now be focused on closing out Fiscal Year 2015 as well as all year-end functions including the preparation(s) for the implementation of the FY 2016 Budget and the items on the 2015 Town Meeting Warrant. I look forward to another positive year of progress for the Town of Ayer.

2. Appointment of Conservation Agent:

This item was originally requested by the Conservation Commission as they had made an offer to a candidate who backed out at the last minute. The Conservation Commission was interviewing another potential candidate on Thursday, May 14, 2015. In the event that an offer is made and accepted, the candidate and their credentials will be brought before the BOS on Tuesday, May 19, 2015.

3. Appointment of Comprehensive Plan Committee Members:

With the conclusion of Town Meeting, the Administration is preparing to commence with the review and update process of the Comprehensive Plan. Therefore I respectfully recommend the following individuals be appointed as Citizen Representatives to the Comprehensive Plan Committee for a term of one-year effective upon appointment and to expire on June 30, 2016:

- Mr. Edward Kelley
- Ms. Jane Morriss
- Ms. Anita Soracco
- Ms. Amy Bauer

Additionally, the composition of the Committee does call for a representative from the Board of Selectmen. Therefore, I would respectfully recommend that the BOS consider selecting your representative for the Committee at the May 19th Meeting. The entire BOS of course will play an integral role in the visioning, development, and implementation of the Comprehensive Plan.

4. Reserve Fund Transfer – Animal Control \$1065.90

Please find attached a request for a Reserve Fund Transfer in the amount of \$1065.90 from Chief Murray to cover the unexpected costs in having to advertise the Animal Control Officer position. The request is for the entire amount of the job ad as the Chief would like to retain the \$600 or so left in the ACO account to cover any animal related boardings/actions that may occur in the remaining days of this budget (See Attached)

Robert Pontbriand

From: Chief William Murray <pdchief@ayer.ma.us>
Sent: Wednesday, May 06, 2015 11:04 AM
To: Robert Pontbriand; lgabree@ayer.ma.us
Cc: Carly Antonellis
Subject: RFT for ACO
Attachments: RFT ACO Ad.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Dear TA Pontbriand,

Please find attached a request for a Reserve Fund Transfer to cover the unexpected costs in having to advertise the Animal Control Officer position. The request is for the entire amount of the job ad as I would like to retain the \$600 or so left in the ACO account to cover any animal related boardings/actions that may occur in the remaining days of this budget.

Thank you for your consideration in bringing this to the BOS.

Sincerely,

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

CONFIDENTIALITY NOTICE: The information contained in this e-mail message, including any attachments, is for OFFICIAL USE ONLY (OUO) and is for the sole use of the intended recipient(s). Furthermore, this e-mail and its attachments, if any, may contain LAW ENFORCEMENT SENSITIVE material and is therefore, privileged and confidential. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please notify the sender by reply e-mail and delete the original message and all copies from your computer.

 Please consider the environment before printing this email.

RECEIVED
MAY 15 2015

TOWN OF AYER
SELECTMEN'S OFFICE



Town of Ayer Benefits and Payroll Department

1 Main Street – Ayer, Massachusetts - 01432
Kevin A. Johnston, Benefits and Payroll Manager

Tel: (978) 772-8248
Fax: (978) 772-3017

Memorandum

Date: May 15, 2015

To: Board of Selectmen

From: Kevin A. Johnston, Benefits & Payroll Manager *KAJ*

Subject: Reserve Fund Transfer

I am requesting approval of a Reserve Fund Transfer (RFT) in the amount of \$7,000 for Account 01919-51740, FICA/Medicare Expenses. A Reserve Fund Transfer Request form is attached (encl 1).

The FICA/Medicare budget has a current balance of \$4,338.40. The average bi-weekly payroll expense in FY15 is \$3,265.76 and there are three bi-weekly payrolls remaining in the fiscal year. The estimated FY15 deficit is (\$5,458.89). The Medicare budget will be in deficit because of unexpected overtime in some departments, higher than expected Snow and Ice Removal labor costs, and changes in contractual obligations besides base pay. An analysis of the FY15 payroll Medicare expenses (encl 2) and a Budget Report from the Accountant (encl 3) are provided. The RFT request is for \$7,000 to allow for end of year payroll items that are not part of the regular payroll process, for example, call firefighters/EMTs, end of year stipends, and Parks Department summer staff will likely be paid in June. Any surplus in the FICA/Medicare budget line in FY15 will close out to free cash, the same as the surplus in the Reserve Fund. Allocating this higher amount for Medicare would likely preclude the need for an additional RFT for this budget line this fiscal year.

In addition, I would like to request that the FY16 FICA/Medicare budget be considered for additional funding at the Fall Special Town Meeting should one be

scheduled. An analysis of the FICA/Medicare expenses since FY12 is provided for reference (encl 4). A reserve fund transfer has been needed for the Medicare expense line since FY12 and the average expense increase over the past five years is 4.54%. Increasing the Medicare expense line to the FY15 estimated actual expense amount plus the 4.54% five year increase would require additional funding in the amount of \$7,082 and would bring the FY16 Medicare budget to \$88,730 and could eliminate the need for a Reserve Fund Transfer in FY16. This would also increase the budget estimate to a value equal to the most recent budget performance.

I am available at your convenience to discuss this matter with you and answer any questions. Thank you for your consideration of this request.

Enclosures as

cc: Town Administrator
Town Accountant
Treasurer
Finance Committee

RESERVE FUND TRANSFER REQUEST

Section I (Completed by Elected Official or Department Head)

This request for a transfer from the Reserve Fund is being made in accordance with M.G.L., Chapter 40, Section 6:

1. Amount requested: \$7,000.00

2. To be transferred to:
A. Account Name FICA-Medicare
B. Account #: 01919-51740

3. Present balance in budget \$4,338.40

4. The amount requested will be used for (please attach supporting information):
The transfer will be used to fund payroll Medicare expenses for the balance of the fiscal year.

5. The expense is extraordinary or unforeseen for the following reason(s):
There have been unforeseen payroll Medicare expenses for snow removal and overtime as well as salary changes that were unknown at the time the FY15 budget was adopted.

Date 5/15/2015

Elected Official or Department Head



Section II Action by Board of Selectmen or Appointing Authority when Section I not completed by an Elected Official

Transfer Approved: YES NO

Amount Approved: \$ _____

Date of Meeting: _____

Number Present/Voting _____

Chairman

Section III Action by Finance Committee

Transfer Approved: YES NO

Amount Approved: \$ _____

Date of Meeting: _____

Number Present/Voting _____

Chairman

Town of Ayer
Benefits & Payroll Office
Payroll Medicare Expense Analysis
FY 2015

<u>Payroll Number</u>	<u>Date of Payroll</u>	<u>Payroll Medicare Expense</u>	
1501	7/10/2014	\$ 3,419.13	Actual
1503	7/24/2014	\$ 4,152.74	Actual
1505	8/7/2014	\$ 3,324.51	Actual
1507	8/21/2014	\$ 3,174.08	Actual
1509	9/4/2014	\$ 3,348.59	Actual
1511	9/18/2014	\$ 3,485.76	Actual \$ 20,904.81
1513	10/2/2014	\$ 3,098.37	Actual
1515	10/16/2014	\$ 3,341.32	Actual
1517	10/30/2014	\$ 3,203.19	Actual
1519	11/13/2014	\$ 3,166.02	Actual
1521	11/27/2014	\$ 3,147.25	Actual
1523	12/11/2014	\$ 3,271.88	Actual
1525	12/25/2014	\$ 2,952.97	Actual \$ 22,181.00
1527	1/8/2015	\$ 3,087.64	Actual
1529	1/22/2015	\$ 3,346.89	Actual
1529A	1/22/2015	\$ 17.06	Actual
1531	2/5/2015	\$ 3,519.73	Actual
1533	2/19/2015	\$ 3,433.31	Actual
1535	3/5/2015	\$ 3,402.68	Actual
1537	3/19/2015	\$ 3,008.12	Actual \$ 19,815.43
1539	4/2/2015	\$ 3,160.68	Actual
1541	4/16/2015	\$ 2,894.31	Actual
1543	4/30/2015	\$ 3,122.46	Actual <u>Avg FYTD</u>
1545	5/14/2015	\$ 3,033.88	Actual \$ 3,265.76
1547	5/28/2015	\$ 3,265.76	Estimate
1549	6/11/2015	\$ 3,265.76	Estimate
1551	6/25/2015	\$ 3,265.76	Estimate \$ 22,008.62
FY15 Estimated Total Expense		\$ 84,909.86	
FY15 Adjustments		\$ (563.97)	
FY15 Budget		\$ 78,887.00	
Estimated surplus/(deficit)		\$ (5,458.89)	

filename: g:excel/Town of Ayer/FY15/Medicare Expense Workbook.xls
 prepared by: kaj
 date: 05/15/15

FOR 2015 11

JOURNAL DETAIL 2015 1 TO 2015 11

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET			BUDGET	USED
01919 OTHER EMPLOYEE BENEFITS							
01919 51740 FICA MEDICARE	78,887	0	78,887	74,548.60	.00	4,338.40	94.5%*
2015/01/000064 07/07/2014 PRJ	3,439.13	REF 1501			WARRANT=1501	RUN=2	BI-WEEKL
2015/01/000180 07/24/2014 PRJ	4,152.74	REF 1503			WARRANT=1503	RUN=2	BI-WEEKL
2015/01/000384 07/03/2014 GCR	-56.05	REF 3			UDBG & UDAG MEDICARE		
2015/01/000415 07/01/2014 BUC	78,887.00	REF			ORIGINAL BUDGET 2015		
2015/01/000438 07/01/2014 GEN	39.51	REF 53			REVERSE FY14 J/E307		
2015/01/000438 07/01/2014 GEN	16.54	REF 53			REVERSE FY14 J/E307		
2015/02/000017 08/05/2014 PRJ	3,324.51	REF 1505			WARRANT=1505	RUN=2	BI-WEEKL
2015/02/000250 08/19/2014 PRJ	3,174.08	REF 1507			WARRANT=1507	RUN=2	BI-WEEKL
2015/02/000445 08/29/2014 GCR	-58.64	REF 18			CDBG & UDAG MEDICARE		
2015/03/000008 09/04/2014 PRJ	3,348.59	REF 1509			WARRANT=1509	RUN=2	BI-WEEKL
2015/03/000216 09/18/2014 PRJ	3,453.64	REF 1511			WARRANT=1511	RUN=2	BI-WEEKL
2015/03/000385 09/30/2014 PRJ	3,098.37	REF 1513			WARRANT=1513	RUN=2	BI-WEEKL
2015/03/000462 09/26/2014 GCR	-62.42	REF 31			CDBG & UDAG REIMB MEDICARE		
2015/04/000119 10/16/2014 PRJ	3,341.32	REF 1515			WARRANT=1515	RUN=2	BI-WEEKL
2015/04/000349 10/30/2014 PRJ	3,203.19	REF 1517			WARRANT=1517	RUN=2	BI-WEEKL
2015/04/000416 10/23/2014 GCR	-67.39	REF 23			CDBG & UDAG SEPT		
2015/05/000154 11/13/2014 PRJ	3,166.02	REF 1519			WARRANT=1519	RUN=2	BI-WEEKL
2015/05/000357 11/26/2014 PRJ	3,147.25	REF 1521			WARRANT=1521	RUN=2	BI-WEEKL
2015/05/000395 11/07/2014 GCR	-28.04	REF 10			CDBG & UDAG MEDICARE		
2015/05/000406 11/21/2014 GCR	-64.66	REF 26			REIMB CDBG & UDAG MEDICARE		
2015/06/000113 12/08/2014 PRJ	3,271.88	REF 15-23			WARRANT=1523	RUN=2	BI-WEEKL
2015/06/000264 12/24/2014 PRJ	2,946.54	REF 1525			WARRANT=1525	RUN=2	BI-WEEKL
2015/06/000315 12/19/2014 GCR	-64.66	REF 21			CDBG & UDAG MEDICARE		
2015/07/000019 01/08/2015 PRJ	3,087.64	REF 1527			WARRANT=1527	RUN=2	BI-WEEKL
2015/07/000243 01/22/2015 PRJ	3,346.89	REF 1529			WARRANT=1529	RUN=2	BI-WEEKL
2015/07/000308 01/22/2015 PRJ	17.06	REF 1529A			WARRANT=1529A	RUN=3	MISC
2015/08/000013 02/05/2015 PRJ	3,519.73	REF 1531			WARRANT=1531	RUN=2	BI-WEEKL
2015/08/000172 02/19/2015 PRJ	3,433.31	REF 1533			WARRANT=1533	RUN=2	BI-WEEKL
2015/08/000318 02/06/2015 GCR	-64.66	REF 8			CDBG & UDAG MEDICARE		
2015/08/000333 02/27/2015 GCR	-66.57	REF 30			CDBG & UDAG MEDI 12/21-1/17		
2015/09/000012 03/05/2015 PRJ	3,402.68	REF 1535			WARRANT=1535	RUN=2	BI-WEEKL
2015/09/000210 03/19/2015 PRJ	3,008.12	REF 1537			WARRANT=1537	RUN=2	BI-WEEKL
2015/09/000443 03/31/2015 PRJ	3,160.68	REF 1539			WARRANT=1539	RUN=2	BI-WEEKL
2015/09/000476 03/13/2015 GCR	-68.38	REF 16			CDBG & UDAG MEDIC FEB15		
2015/10/000173 04/16/2015 PRJ	2,894.31	REF 1541			WARRANT=1541	RUN=2	BI-WEEKL
2015/10/000397 04/30/2015 PRJ	3,122.46	REF 1543			WARRANT=1543	RUN=2	BI-WEEKL
2015/11/000214 05/14/2015 PRJ	3,033.88	REF 1545			WARRANT=1545	RUN=2	BI-WEEKL
TOTAL OTHER EMPLOYEE BENEFITS	78,887	0	78,887	74,548.60	.00	4,338.40	94.5%

EXPENSE 3

Historical Medicare Expense Analysis

	Total	Total	After ASRSD			Est Total	(FY15 + 4.5%) Estimated
	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Actual	\$ 68,075.69	\$ 68,822.92	\$ 71,874.38	\$ 75,130.27	\$ 80,235.26	\$ 84,909.16	\$ 88,730.07
		\$ 747.23	\$ 3,051.46	\$ 3,255.89	\$ 5,104.99	\$ 4,673.90	
		1.10%	4.43%	4.53%	6.79%	5.83%	
			5 year average increase =			4.54%	
Budgeted	\$ -	\$ -	\$ 60,000.00	\$ 71,176.00	\$ 75,000.00	\$ 78,887.00	\$ 81,648.00
Reserve Fund	\$ -	\$ -	\$ 20,408.00	\$ 2,884.00	\$ 4,666.00	\$ 7,000.00	\$ -
Total Funding			\$ 80,408.00	\$ 74,060.00	\$ 79,666.00	\$ 85,887.00	\$ 81,648.00
Delta-funding to expenses			\$ 8,533.62	\$ (1,070.27)	\$ (569.26)	\$ 977.84	\$ (7,082.07)

Data Sources:

Actual - MUNIS PR Accumulators Report, Medicare Deduction #1100 by Fiscal Year

Budgeted - Annual Town Report

Reserve Fund - Annual Town Report

Office of the Ayer Board of Selectmen
Office of the Ayer Town Administrator



Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | Fax 978-772-3017 | www.ayer.ma.us

MEMORANDUM

DATE: May 14, 2015

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: Proposed BOS Summer Meeting Schedule

Dear Honorable Selectmen,

In meeting with Chairman Livingston, the following is the proposed BOS Summer Meeting Schedule for 2015. The schedule calls for two meetings in June; one meeting in July; and one meeting in August. The BOS would then resume meeting on the first and third Tuesdays starting in September. Of course as has been past practice the BOS will meet additionally if the need arises and/or for Executive Sessions (if needed). The BOS will review and discuss this proposed summer schedule at Tuesday's meeting under New Business. If you have any questions please let us know. Thank you.

June 2015:

- Tuesday, June 2, 2015, 7pm (Regular Open Session)
- Monday, June 8, 2015, 7pm (Super Town Meeting)
- Tuesday, June 16, 2015, 7pm (Regular Open Session)

July 2015:

- Tuesday, July 14, 2015, 7pm (Regular Open Session)
(Note: This is the second Tuesday in July for the purposes of avoiding the July 4th Holiday week)

August 2015:

- Tuesday, August 11, 2015, 7pm (Regular Open Session)
(Note: This is the second Tuesday in August)

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



Open Session Meeting Minutes
Tuesday May 5, 2015

Broadcast and Recorded by APAC

Attendance: Christopher R. Hillman, Chair; Jannice L. Livingston, Vice Chair; Gary J. Luca Clerk
Robert A. Pontbriand, Town Administrator

Call to Order: The meeting was called to order in Open Session by Chairman Hillman at 7:03pm

Announcements: Selectman Hillman read into the record several upcoming events: May 9th Letter Carriers Food Drive; May 11th Town Meeting; May 18th Board of Health Public Hearing on Trash Hauler Regulations; and June 8th JBOS Super Town Meeting.

Motion: A motion was made by G. Luca and seconded by J. Livingston to approve the meeting agenda. Motion passed 3-0.

Chair of Honor Presentation: Mr. Mike Detellion, Ayer Veterans Services Officer presented the Chair of Honor for display in the First Floor Meeting Room. The Chair honors all POW and MIAs with a chair, the American Flag, and POW/MIA Flag flanking the Chair of Honor.

C. Hillman thanked Mr. Detellion on behalf of the Board and the Town for his work on this honor to the POW/MIAs.

Recognition Of Eagle Scout: The Board recognized Keith Kidder for achieving the rank of Eagle Scout. Keith cleaned up an area behind the high school including repairing picnic tables and planting a butterfly garden as well as new signage. Chairman Hillman presented Keith with a certificate from the Board.

Freedom's Way Hidden Treasures: Mr. Barry Schwartzel of the Ayer Historic Commission announced the inclusion of the Camp Stevens Memorial in the Program to be featured on Sunday, May 17th. Mr. Schwartzel made a brief presentation on the historical significance of Camp Stevens.

Public Input: None

Open Ayer Spring Festival: R. Pontbriand presented an overview of the event and introduced Mr. Mark DiCicco and Mr. David Berry who are sponsoring this three day event from May 15th to May 17th. The event will feature food and drink from local businesses as well as raffle baskets raising money for Loaves and Fishes. R. Pontbriand requested that the Board authorize a three, one-day liquor licenses contingent upon the Open Ayer Festival Plan being approved by the Police Chief and subject to all ABCC provisions.

Motion: A motion was made by G. Luca and seconded by J. Livingston to authorize three, one-day liquor licenses to the Open Ayer Spring Festival contingent upon the Open Ayer Festival Plan being approved by the Police Chief and subject to all ABCC provisions. Dates and times as follows: May 15, 2015: 5:00 PM – 12:00 AM; May 16, 2015: 2:00 PM – 12:00 AM; May 17, 2015 11:00 AM - 8:00 PM. Motion passed 3-0.

Mr. Thatcher Kezer – MassDevelopment: Mr. Kezer the new Senior Vice President for MassDevelopment at Devens appeared before the Board as a formal introduction and to discuss with the Board ways in which the Town and MassDevelopment can collaborate. Mr. Kezer stated that he realizes the importance of Ayer to MassDevelopment and that he looks forward to building regional partnerships/collaborations/and improving communications.

G. Luca stated that he had concerns about the proposed psychiatric facility at Devens and how that may compete with the Nashoba Valley Medical Center. Additionally, this issue is an example of a lack of direct communication from MassDevelopment to the Board.

T. Kezer stated that he inherited this project and is up to speed on it and has had dialogue with Mr. Sal Perla of Nashoba Valley Medical Center and that they have clarified the issues. Additionally the conversation needs to change from competition to one of growth in which growth in one community benefits all.

T. Kezer stated that this initial shuttle proposal is an effort to build up a strong reverse commute system for the whole region including Ayer. Currently the reverse commute from Boston ends at Littleton. This is not nor will it be an effort to avoid the Ayer Commuter Rail Station.

C. Hillman asked T. Kezer if he would look at the Wastewater Contract between the Town and MassDevelopment again as the Town understands the contract but is looking for rate relief and some ways in which this can be accomplished.

T. Kezer stated he was aware of this contract and the importance of the issue and that he is looking at it and will get back to the Town. He went on to discuss the proposed June 8, 2015 Super Town Meeting and that the zoning changes are still under legal review by MassDevelopment but that the BOS will receive them shortly and will have a week to review.

DPW Superintendent's Report: M. Wetzel appeared before the BOS regarding the following:

Street Light Purchase and LED Upgrade. M. Wetzel made a presentation. The Town has approximately 511 streetlights with an FY 2015 budget of \$76,400. The Town could buy the lights from \$7,800 from National Grid and receive potential savings with buying and converting to LED of upwards of \$40,000 in savings.

Motion: A motion was made by G. Luca and seconded by J. Livingston to authorize the DPW Superintendent to notify National Grid of the Town's intent to purchase the Street Lights. **Motion passed 3-0.**

Shirley Street Bridge - M. Wetzel just received the State Bridge inspection for the Town-owned Shirley Street Bridge. The report recommends a total replacement of the bridge if it is to be reopened for vehicular traffic. The deck was given a rating of "4" (poor); Superstructure "4" (poor); and Substructure "3" (serious). The bridge is safe to walk and bike across but it has no structural strength for vehicular traffic.

M. Wetzel state that he needed to go under the West Main Street Bridge to make sure there are no issues with that bridge in the event that it would have to be temporarily closed, the Shirley Street Bridge would be needed.

C. Hillman stated that if the Shirley Street Bridge is not needed for public safety vehicle access, than the Town should consider keeping it as a pedestrian/bicycle bridge only. It is difficult to justify spending between \$750,000 to \$1 million to replace a bridge that is not needed. It is important that it not just be abandoned though like in other Towns but be cleaned up.

M. Wetzel stated that he would consult with the Chiefs on the Public Safety Issue(s) and do further investigation of potential scenarios for the Town to consider.

C. Hillman asked if the DPW can straighten the street sign poles and cut the street sign poles that have excess material. M. Wetzel stated that the DPW can do that.

G. Luca stated that there is no street sign at Pearl and Groton Streets. Additionally he was informed that a house if for sale on the Groton Town Line (in Ayer) on Westford Road and that the issue of whether or not that property is tied into the Town's sewer needs to be looked at.

M. Wetzel stated this was the first he had heard of this and that he would look into it. G. Luca asked what Chapter 90 paving projects were proposed for this year.

M. Wetzel stated Groton Harvard Road (continuing from where left of from last paving); Copeland Drive; and a milling and overlay of Central Ave from Groton Harvard Road to Sandy Pond Road.

C. Hillman asked if the Victor Drive Culvert was open. M. Wetzel stated yes.

Town Administrator's Report: R. Pontbriand gave a brief oral administrative update.

Municipal Hearings Officer: R. Pontbriand stated that the Town needed to appoint a municipal hearing officer as a result of the Town now pursuing non-criminal fire code violations. R. Pontbriand recommended that Carly Antonellis, Assistant to the Town Administrator be appointed as the Town's Municipal Hearings Officer and that upon appointment she will complete the required training.

Motion: A motion was made by G. Luca and seconded by J. Livingston to appoint Carly M. Antonellis, Assistant to the Town Administrator at the Town of Ayer's Municipal Hearing Officer. **Motion passed 3-0.**

FMLA Policy / Sick Leave Policy: R. Pontbriand presented a proposed DRAFT FMLA policy under which an Employee using FMLA must first exhaust half of their accrued vacation and/or personal time before using their accrued sick time.

G. Luca stated that he had some concerns regarding the proposed FMLA policy in that the Town should just follow the Federal Law perhaps with one sentence dealing on how leave must be used.

J. Livingston stated that the Board should review and take under advisement.

The Board decided to take no action on the proposed DRAFT FMLA Policy and to take under advisement for a future meeting.

R. Pontbriand recommended that with the passage of the new sick leave law in November 2014, municipalities can opt not to adopt the new law. R. Pontbriand recommended that the Board take a definitive vote not to adopt the new sick leave law in the interest(s) of cost savings; reducing sick leave time, etc.

Motion: A motion was made by G. Luca and seconded by J. Livingston that the Town not adopt the new provisions of the Massachusetts Sick Leave Law and to consult with Town Counsel if and when additional changes in the law require action by the Town. **Motion passed 3-0.**

Building Department Staffing: R. Pontbriand presented proposed DRAFT job descriptions for the position of Administrative Assistant to the Building Department and the position of Zoning Enforcement Officer. R.

Pontbriand was seeking Boar approval to proceed with the hiring process for both positions. Funding for both positions is in the FY 2015 Budget and is in the proposed FY 2016 Budget.

Motion: A motion was made by G. Luca and seconded by J. Livingston to authorize the hiring of the positions of Administrative Assistant to the Building Department and Zoning Enforcement Officer. **Motion passed 3-0.**

Chapter 61A Lands (Pleasant and Nashua Street(s)): R. Pontbriand stated that on April 27, 2015 the Town received three letters from Mr. Calvin Moore regarding his intent to develop various parcels of land on Pleasant and Nashua Street that are currently designated as forestry lands under MGL Chapter 61A. Upon review by Town Counsel, the letters have been determined to be legally deficient to constitute legal notification(s) to the Town under MGL Chapter 61A. Since it is the policy of the Town that the MGL Chapter 61A process regarding the Town's right of first refusal will be followed to the letter of the law, it is requested that Town Counsel be authorized to formally contact the property owner(s) in writing that the notices (letters) are deficient. Under MGL Chapter 61A the Town has thirty days from receipt to notify the owner(s) that the notices are deficient.

Motion: A motion was made by G. Luca and seconded by J. Livingston to authorize Town Counsel to officially notify the property owner(s) (Mr. Calvin Moore and Mr. Calvin Moore, Junior) that the three notices received on April 27, 2015 are deemed legally deficient. **Motion passed 3-0.**

C. Hillman recognized Ms. Christa Maxant in the audience. Ms. Maxant stated that she and several other present this evening are frustrated with this process and how long it has taken and that the Town appears to be bearing the brunt of the legal costs yet Mr. Moore is the one who is seeking to develop these MGL 61A properties into residential homes. She had contacted the BOS Office previously and was told that the matter may be in litigation and was unable to get any further information on the process.

J. Livingston stated that the Board has discussed this matter in its open sessions and was "disturbed" to hear that the BOS Office had not been responsive. Ms. Maxant stated that she agreed with the Board's motion and vote tonight but is just frustrated as to what is going on.

C. Hillman recognized C. Moore in the audience. C. Moore stated that there were several inaccuracies in the letter he received from Town Counsel. Additionally the Board has indicated to him that the Town has no interest in buying this land. He is prepared to wait on the development for a year and let the statutory time line run out. The property is not for sale.

C. Hillman stated that the Board and the Town has made no indication about whether or not to purchase the land. We need to follow the process and the law as set forth by MGL Chapter 61A. The Board received the letters sent them to Town Counsel for review, we have been advised that they do not meet the requirements of the law.

C. Moore stated that the land is not for sale. The Town should not waste any more time or money on this process.

C. Hillman disagreed in that the Town must follow the process and the law to protect the best interest of the Town of Ayer. He stated that while the Town can appreciate that the abutters to this land want the land purchased, we as a Town must follow the process and look out for the best interests of the whole Town. This discussion tonight is way ahead of where we need to be.

New Business/ Selectmen's Questions: C. Hillman reiterated that the Towns street signage poles need to be straightened and in many cases the excess pole material cut off.

Approval of Meeting Minutes:

Motion: A motion was made by J. Livingston and seconded by G. Luca to approve the meeting minutes of April 7, 2015. **Motion passed 3-0.**

Reorganization of The Board Of Selectmen: G. Luca and J. Livingston thanked C. Hillman for his service and leadership as Chairman for the past year.

C. Hillman stated that this was a very productive year and that he enjoyed the positive working relationship developed by this Board which is something the Town has not had in many years.

Motion: A motion was made by G. Luca and seconded by C. Hillman to appoint J. Livingston as Chair of the Board for the upcoming year. **Motion passed 3-0.**

Motion: A motion was made by C. Hillman and seconded by J. Livingston to appoint G. Luca as Vice Chair of the Board for the upcoming year. **Motion passed 3-0.**

Motion: A motion was made by J. Livingston and seconded by G. Luca to appoint C. Hillman as Clerk of the Board for the upcoming year. **Motion passed 3-0.**

Motion: A motion to adjourn the meeting was made by G. Luca and seconded by C. Hillman. **Motion passed 3-0.**

The Board of Selectmen Adjourned at 9:30pm.

Recorded and Submitted by R. Pontbriand, Town Administrator

Minutes Approved on: _____

Christopher R. Hillman, Clerk: _____