

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



Tuesday, January 21, 2014, 7:00pm

Executive Session Meeting Agenda (6:00pm)

6:00pm Call to Order in Open Session

6:05pm Executive Session pursuant to MGL Chapter 30A, Section 21A:
Exemption #1 (111F Status and Medical Bills Re: Police Officer Matthew Power)
Exemption #1 (Charges/Complaints against a Public Official) Complaint(s) against Treasurer
Exemption #3 (Collective Bargaining Strategy) DOLR Fire Contract Update

***Open Session Meeting Agenda (7:00pm)**

**7:00pm Reconvene/Call to Order in Open Session – Review and Approve the Agenda;
Announcements

7:05pm PUBLIC INPUT

7:15pm Grant of Easement to National Grid at Washington Street and Groton Harvard Road
For Underground Electric Distribution System for the ASRSD High School Project

7:30pm Police Chief William Murray
• Appointment of Police/Fire/EMS Per Diem Dispatcher

7:45pm Appointment of Ayer Cultural Council Members

8:00pm Mr. Mark Wetzel – DPW Superintendent's Report
• Old Groton Road Snow Removal Update
• Industrial Pretreatment Program Contract with Hoyle Tanner \$42,500.00
• Street Light Contract Time Extension

8:30pm Policies and Procedures Re: BOS Meeting Minutes and BOS Meeting Packets

8:45pm Town Administrator's Report
• Public Report of 1/21/2014 Executive Session Actions per OML (if applicable)
• Selection of MMA Conference Voting Delegate
• DRAFT (Revised) FY 2015 BOS Office Budget Requests
• Old Central Fire Station RFP
• Town-Wide Life Insurance Policy Proposal Update
• Willows Demand for Payment Update

9:30pm New Business / Selectmen's Questions
• Town Counsel RFP; Excess Sewer Capacity; GPS in Town Vehicles; Economic Development; Business Certificates Update (Selectman Hillman)
• Update on Town Audit Recommendations; Closing of Tax Collector's Account; Implementation of Section 9A ½ Billing/Reimbursement of Healthcare (Selectman Livingston)

10:00pm Approval of Meeting Minutes: Nov. 19, 2013; Dec. 17, 2013; Jan. 7, 2014

10:15pm Adjournment

Town of Ayer

AYER BOARD OF SELECTMEN
Open Session Meeting Packet For
Tuesday, January 21, 2104, 7pm
1st Floor Meeting Room – Ayer Town Hall

7:00PM RECONVENE/CALL TO ORDER IN OPEN SESSION

- Review and Approve the Agenda
- Announcements

PUBLIC INPUT

GRANT OF EASEMENT TO NATIONAL GRID AT WASHINGTON AND GROTON
HARVARD ROAD

- A representative from National Grid will appear before the BOS seeking approval of the attached grant of easement at Washington and Groton Harvard Road for the purposes of the installation of an underground electric distribution system as part of the ASRSD High School Renovation Project. (See Enclosed)
- *NOTE: The Chiefs, DPW Superintendent, and Building Commissioner have reviewed the grant of easement and have no objections to it.*

Property Address: Washington Street, Ayer, MA

GRANT OF EASEMENT

TOWN OF AYER, a Massachusetts municipal corporation having an address of 1 Main Street, Ayer, Massachusetts 01432 (hereinafter referred to as the Grantor), for consideration of One (\$1.00) Dollar, grants to MASSACHUSETTS ELECTRIC COMPANY, a Massachusetts corporation with its usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the Grantee) with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, an "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM") located in Ayer, Middlesex County, Massachusetts, consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto for the transmission of intelligence and the furnishing of electric service to the herein described premises and to service others, and without limiting the generality of the foregoing, but specifically including the following equipment; namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located within the easement area of the hereinafter described property.

Said "UNDERGROUND SYSTEM" is located in, through, under, over, across and upon a parcel of land situated on the southeasterly side of Washington Street and the westerly side of Groton- Harvard Road, being shown on the Town of Ayer Assessors Map as Parcel 019/020.0-0000-0001.0, being more particularly described in a deed dated April 30, 1883, recorded with the Middlesex South District Registry of Deeds in Book 1653, Page 213.

WR 14400465

Address of Grantee:
Mass El. - 40 Sylvan Road, Waltham, Massachusetts 02451

After recording return to:
Elizabeth A. Fresolone
National Grid
Service Company, Inc.
40 Sylvan Road
Waltham, MA 02451

05 AYERMA GEN

And further, said "UNDERGROUND SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to premises of the Grantor) is approximately shown on a sketch entitled: "nationalgrid, AYER HIGH SCHOOL, OFF P.43 WASHINGTON STREET, AYER, MA, NEW LATERAL TO TRANSFORMER EASEMENT PLAN; Scale: As Noted; Date: 07.10.13, WH 5979-0," a reduced copy of said sketch is attached hereto as "Exhibit A" and recorded herewith, copies of which are in the possession of the Grantor and Grantee herein, but the final definitive locations of said "UNDERGROUND SYSTEM" shall become established by and upon the installation and erection thereof by the Grantee.

Also with the further perpetual right and easement from time to time to pass and repass over, across and upon said land of the Grantor as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "UNDERGROUND SYSTEM" and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors and assigns, and to clear and keep cleared the portions and areas of the premises wherein the "UNDERGROUND SYSTEM" is located as shown on the sketch herein referred to, of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces, as may in the opinion and judgment of the Grantee interfere with the safe and efficient operation and maintenance of the "UNDERGROUND SYSTEM" and other related electrical equipment. However, said Grantee, its successors and assigns, will properly backfill said excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

If said herein referred to locations as approximately shown on the sketch herein also referred to are unsuitable for the purposes of the Grantee, its successors and assigns, then said locations may be changed to areas mutually satisfactory to both the Grantor and the Grantee herein; and further, said newly agreed to locations shall be indicated and shown on the sketch above referred to by proper amendment or amendments thereto. The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantee, for itself, its successors and assigns, that this Grant of Easement and the location of the Underground System may not be changed or modified without the written consent of the Grantee, its successors and assigns, which consent may be withheld by the Grantee in its sole discretion.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the rights and easements aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Grantor's land an "UNDERGROUND SYSTEM" for the transmission of intelligence and for supplying electric service for the building, buildings or proposed buildings shown on the last herein referred to sketch or amended sketch and the right to service others from said "UNDERGROUND SYSTEM".

It is agreed that said "UNDERGROUND SYSTEM" and all necessary appurtenances thereto, shall remain the property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes assessed thereon.

For Grantor's title, see deed dated April 30, 1883, recorded with the Middlesex South District Registry of Deeds in Book 1653, Page 213 and dated September 9, 1953, recorded with Registry of Deeds in Book 8135, Page 81.

IN WITNESS WHEREOF, the TOWN of AYER, acting by and through its Board of Selectmen, being duly authorized has executed this Easement this _____ day of _____, 2014.

TOWN of AYER,
Acting by and through its Board of Selectmen

By: _____
Name: Gary J. Luca
Its: Chairman

By: _____
Name: Christopher R. Hillman
Its: Vice-Chairman

By: _____
Name: James M. Fay
Its: Clerk

By: _____
Name: Pauline Conley
Its: Member

By: _____
Name: Jannice L. Livingston
Its: Member

Commonwealth of Massachusetts

County of _____ } ss.

On this the _____ day of _____, _____, before me,

Day

Month

Year

Name of Notary Public the undersigned Notary Public,

personally appeared Gary J. Luca, Christopher R. Hillman, James M. Fay, Pauline Conley and Jannice L. Livingston

Name(s) of Signer(s)

proved to me through satisfactory evidence of identity, which was/were

Description of Evidence of Identity

to be the persons whose names are signed on the preceding Grant of Easement, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose as Members of the BOARD OF SELECTMEN for the TOWN of AYER.

Signature of Notary Public

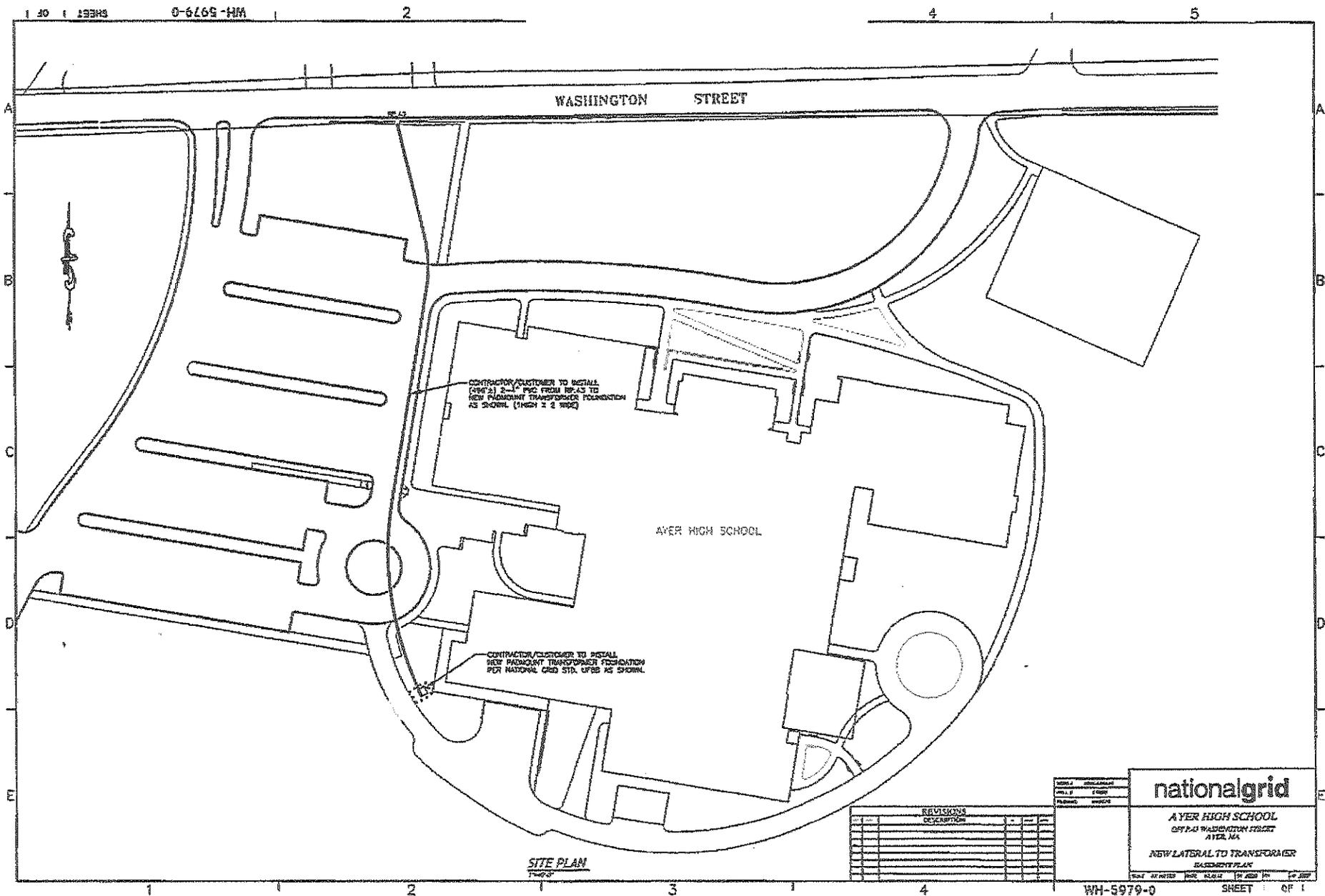
Printed Name of Notary

My Commission Expires: _____

Place Notary Seal and/or Any Stamp Above

Exhibit A – Not to Scale

The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.



NO.	REVISIONS	DESCRIPTION	DATE

DATE	
BY	
CHECKED	
APPROVED	

nationalgrid

AYER HIGH SCHOOL
 607-A1 WASHINGTON STREET
 AYER, MA

NEW LATERAL TO TRANSFORMER
 SCHEDULED PLAN

POLICE CHIEF WILLIAM MURRAY

Appointment of Police/Fire/EMS Per Diem Dispatcher

- Chief Murray will appear before the BOS along with Mr. Christopher M. Herrstrom, his recommendation for appointment as a Police/Fire/EMS Per Diem Dispatcher (See Enclosed)



AYER POLICE DEPARTMENT

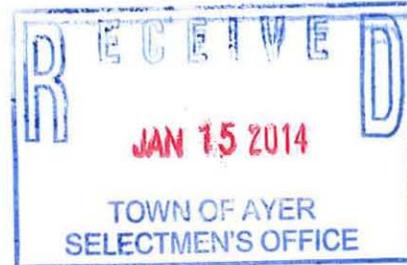
54 Park Street · Ayer, Massachusetts 01432-1161
Tel. (978) 772-8200 · Fax (978) 772-8202



William A. Murray
Chief of Police

MEMO

To: Board of Selectmen
From: Chief William A. Murray
CC: Town Administrator, file
Date: January 9, 2014
Re: Per Diem Dispatcher Appointment



I am requesting that the Board of Selectmen appoint **Christopher M. Herrstrom** as a Police/Fire/EMS Per Diem Dispatcher to augment our Dispatch staff. This position poses no additional costs to the Town and will provide much needed relief to our depleted Dispatch staff.

Mr. Herrstrom is a resident of Ayer and, as a recent graduate of the Massachusetts 911 Dispatch Academy, has all of the required certifications to be a 911/EMD Dispatcher in Massachusetts. He is familiar with our dispatch and records management software and would only require “bridge” training with our EMD provider (a four hour familiarization block). Mr. Herrstrom is an On-Call member of the Ayer Fire Department so is familiar with our radio communications. He possesses a BS in Fire Science and is a Massachusetts Certified EMT and Firefighter I/II. I have received a positive endorsement from Chief Pedrazzi that Mr. Herrstrom would be a good candidate for the position.

The position of Per-Diem Dispatcher with the Town is one that is “on call” and not regularly scheduled to work any particular shift. While the position is not first to be called for general open shifts it is, along with Part-Time, the only position that can replace the Senior Dispatcher when she/he is on Administrative Leave (this is in accordance with the current CBA). Not having a regular schedule the position receives no benefits, is not covered under any CBA, and is compensated the same as a Step 1 Full Time Dispatcher. I have confirmed with the Assistant Town Treasurer, Melisa Doig, that because Mr. Herrstrom’s position with the Fire Department is also on-call there is no conflict and the preceding conditions will still apply.

APPOINTMENT OF AYER CULTURAL COUNCIL MEMBERS

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

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

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

Robert Pontbriand

From: Anthony Damico [twangs.bass@verizon.net]
Sent: Tuesday, January 14, 2014 1:18 PM
To: rpontbriand@ayer.ma.us; jlewis@ayer.ma.us
Subject: New Cultural Council Members

Hi Robert and Janet,

It was nice chatting with you last week. As promised, here is the list of the new Cultural Council members.

Sheila Schwabe - Chairperson
Deborah Kay
Jane Morriss

Would it be possible for them to be placed on the agenda of the next BOS meeting? I believe you said it was January 22.

Along with these three members, the following ladies continue to serve:

Janet Adamson
Jennifer Hirtle
Connie Lind

Thanks for all your support during my years of involvement with the Cultural Council!

Tony D'Amico

MR. MARK WETZEL – DPW SUPERINTENDENT’S REPORT

DPW Superintendent Wetzel will appear before the BOS regarding the following items:

- **Old Groton Road Snow Removal Update** (See Enclosed)
- **Industrial Pretreatment Program Contract with Hoyle Tanner \$42,500.00** (See Enclosed)
- **Street Light Contract Time Extension** (The Contractor will be present) (See Enclosed)

DEPARTMENT OF PUBLIC WORKS

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



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

MEMORANDUM

Date: January 21, 2014
To: Board of Selectmen
From: Mark Wetzel, P.E., Public Works Superintendent
Subject: **Meeting Agenda Items**

Please find attached for your review and/or approval:

1. Old Groton Road - As requested by the Board, the DPW contacted local snow plowing contractors regarding interest in plowing Old Groton Road. We obtained a reasonable quote from Matthew Womble of Lunenburg at a rate of \$75 per storm, up to 4-inch snowfall increments. If the Board would like to proceed with hiring the contractor to plow this road, we will prepare an agreement, including necessary insurance requirements.
2. Hoyle Tanner & Associates- Contract for IPP - HTA has been managing the Town's wastewater Industrial Pretreatment Program (IPP) since the beginning of the program in 1996. This agreement is to engage HTA as the Town's pretreatment coordinator from January 1, 2014 through December 31, 2014 with the option for two additional years. The fee for this service is \$42,500, which is billed to the industrial users. HTA is very knowledgeable of the system, requirements and regulatory reporting and do a very good job in managing the program. I recommend that the Board execute this contract with HTA.
3. Street Light Contract time extension - Blais Electrical Corp has requested a time extension for the Main St Street Light Improvement Project. As I have previously communicated to the Board, The contractor was delayed in completing the work due to deliveries from the vendor. The light poles were delivered December 30 and the contractor is expecting delivery of the decorative bases on January 21st. The contract included time of completion as follows:

Substantial Completion - 60 calendar days (December 14, 2013)

Final Completion - 75 calendar days (December 29, 2013)

Actual Substantial Completion - January 8, 2014

The contractor did prepare the pole locations in October and November and installed the poles and light fixtures as soon as the materials were delivered, even with the Polar Vortex weather conditions. I recommend that the Board approve the time extension.

Matthew D. Womble
351 Mulpus Road
Lunenburg, MA 01462
978-790-9469

Invoice

Invoice #: Proposal
Date: January 2, 2014

DESCRIPTION	HOURS	RATE	AMOUNT
Plow old Groton rd. ~ every 4 inches or at request cell: Dillon (978) 990-9469			\$75 -
		TOTAL	\$75.00

Make all checks payable to: Matthew D. Womble

Thank you for your business!

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This is an AGREEMENT between the Town of Ayer (OWNER) and Hoyle, Tanner & Associates, Inc. (Hoyle, Tanner) (CONSULTANT). The effective date of this agreement is _____.

The OWNER has retained the CONSULTANT to provide professional engineering and related services for the PROJECT which is described herein below; and in consideration of these premises, of the satisfactory performance by the CONSULTANT of the services hereinafter provided and for the payments to be made therefore by the OWNER, and the CONSULTANT and the OWNER do hereby agree as follows:

ARTICLE I. - PROJECT BACKGROUND

In September 1990, the OWNER's Industrial Pretreatment Program (IPP) was approved by the United States Environmental Protection Agency (USEPA) and the Massachusetts Department of Environmental Protection (MADEP). The Town presently has four (4) Significant Industrial Users (SIUs). The Town is required to administer the IPP in accordance with Federal Regulations given at 40 CFR Part 403. The OWNER will act as the Pretreatment Coordinator and the CONSULTANT will act as the Town's Pretreatment Coordinator's Consultant. The period of service will be twelve (12) months from January 1, 2014 through December 31, 2014. The following Scope of Services is detailed below for the administration of the IPP:

ARTICLE II. - SCOPE OF SERVICES

The CONSULTANT will provide the following Scope of Services as part of this Agreement:

TASK 1 - GENERAL ADMINISTRATION OF THE INDUSTRIAL PRETREATMENT PROGRAM

- A. Maintain complete records and files of all applications, permits, slug control plans, correspondence, compliance reports, violations, memos, fines and the like regarding all work associated with the IPP suitable for the USEPA and the MADEP review. Monitoring results associated with the IPP will be entered into a computer file as well as maintained as a hard copy for review by the USEPA and the MADEP.
- B. Ensure that self-monitoring is performed by the Industrial Users required in accordance with the approved IPP.
- C. Schedule compliance sampling at the four (4) Significant Industrial Users (SIUs).
- D. Collect and review all necessary Base Line Monitoring Reports as specified by the General Pretreatment Regulations.
- E. Prepare for the OWNER'S issuance, enforcement responses in accordance with the approved Enforcement Response Plan (ERP).
- F. Work with the OWNER'S personnel to coordinate, administer, and insure timely compliance with all other regulatory actions associated with the IPP as specified in the approved ERP.
- G. Determine cases of Significant non-compliance on a quarterly basis as defined by the General Pretreatment Regulation.

- H. Coordinate and attend up to a total of four (4) meetings with all SIUs and the OWNER as necessary to assure the effective Administration of the IPP. If the total number of meetings exceeds four (4) in one contract year, the costs to attend additional meetings will be as per attached billing rates.
- I. Compile any new State/Federal regulations related to industrial pretreatment and distribute to all interested parties in the Town.
- J. Issue monthly status memos, as necessary, to the OWNER.
- K. Provide "expert witness" testimony on behalf of the OWNER in any litigation matters regarding the IPP. The cost of providing said testimony to be considered as additional services. The cost for such services will be as per the attached Billing Rates.
- L. Provide any other services that may be requested from time to time by the OWNER pertinent to the Administration of the IPP and billed separately as per the attached billing rates.

TASK 2 - REVIEW OF WASTEWATER TREATMENT FACILITY DATA

- A. Review on a monthly basis daily monitoring reports compiled by wastewater treatment facility personnel for interference, pass-through, violation of water quality criteria, or sludge disposal criteria.
- B. Maintain files of Wastewater Treatment Facility data and make certain that influent pollutant loadings are in compliance with the maximum allowable headworks loading for organic pollutants.

TASK 3 - REVIEW OF INDUSTRIAL USER SELF-MONITORING REPORTS

- A. Review industrial self-monitoring reports submitted at a minimum of twice per year by all SIUs.
- B. Determine compliance with the OWNER'S Industrial Pretreatment Regulation using industrial self-monitoring reports, schedule, unscheduled and demand monitoring and prepare enforcement action as necessary on behalf of the OWNER. Prepare notices of enforcement as necessary in accordance with the approved ERP.
- C. Assist up to two (2) new industries either newly relocated to the Town or introducing a new industrial process with the completion of an Industrial Discharge Permit Application. Determine if said industry is to be considered an SIU, and if so, assist the OWNER with executing an Industrial Discharge Permit with said industry.

TASK 4 - CONDUCT INSPECTIONS

- A. Conduct annual inspections at the four (4) SIUs.
- B. Prepare written inspection reports for the IPP files.

TASK 5 - PREPARATION OF ANNUAL REPORT

- A. Submit an annual report to the OWNER for submission to the USEPA and Massachusetts Department of Environmental Protection (MADEP) in accordance with the requirements of the approved Industrial Pretreatment Program. The Annual Report is to be submitted to the USEPA and the MADEP no later than November 30 of each year. The Annual Report will be prepared in accordance with 403.12(h)(i).

TASK 6 - COORDINATE/ PARTICIPATE IN USEPA PRETREATMENT COMPLIANCE INSPECTION (PCI)

- A. Review and update the Industrial Pretreatment Program on an annual basis which shall include the review of all existing and new Industrial users files, industrial permits, and industrial discharge limits for the USEPA Pretreatment Compliance Inspection (PCI).
- B. Assist the Town with the PCI by making files accessible to the USEPA and presenting IPP information to the OWNER for submittal to the USEPA.

TASK 7 - COORDINATE SAMPLING AND ANALYSIS

- A. Coordinate all sampling & analysis associated with the Industrial Pretreatment Program with the OWNER'S laboratory.
 - 1. Sampling and testing will be conducted under a separate Agreement between the Laboratory and the Town.
 - 2. Coordinate scheduled, unscheduled and demand monitoring of four (4) SIUs in accordance with the approved Industrial Pretreatment Program at a minimum of once per year.
 - 3. Coordinate Demand Monitoring of four (4) SIUs in accordance with the approved Industrial Pretreatment Program if necessary.
 - 4. Coordinate USEPA and MADEP required monitoring at the WWTF which shall include, but will not be limited to:
 - (a) Priority pollutant analysis of the WWTF's influent and effluent at a minimum of once per year.

TASK 8 - PROCESS SAMPLING & ANALYSIS INVOICES

- A. Calculate the percentage that each SIU should be billed for IPP related tasks based on the SIUs effluent flows.

TASK 9 - COORDINATION WITH REGULATORY AGENCIES

- A. Coordinate inspections and meetings with the regulatory agencies. Up to two (2) meetings of three (3) hour duration are budgeted for this task.

TASK 10 - MEETINGS

- A. Attend meetings as requested with the OWNER and regulatory agencies having jurisdiction over the IPP. It is estimated that approximately four (4) meetings of two (2) hour duration, would be required during the term of the AGREEMENT. If the total number of meetings exceeds four (4) then attendance at meetings shall be billed in accordance with the attached billing rates.

TASK 11 - PUBLIC RELATIONS PROGRAM

- A. Conduct one public participation hearing, if necessary, with the SIUs in the Town, informing them of changes in the IPP.

ARTICLE II. - COMPENSATION

A. General

The CONSULTANT shall charge for all services requested by the OWNER and rendered by the CONSULTANT in connection with the PROJECT in strict accordance with the conditions set forth in this Article of the AGREEMENT.

The charges made by the CONSULTANT under this Article and the payment of said charges by the OWNER shall constitute full compensation for all expenses incurred by the CONSULTANT in connection with the services rendered including F.I.C.A. taxes, Federal and State unemployment taxes, costs in connection with employees' benefits, office expenses, supplies and equipment, the general costs of doing business, and the CONSULTANT's profit.

The total cost of the work outlined in Tasks 1-11 is an **ACTUAL COST NOT-TO-EXCEED** fee of: Forty-Two Thousand Five Hundred Dollars and no/100 (\$42,500.00) for one year with the option to continue the agreement for YEAR 2 AND YEAR 3 at each annual fee.

OPTION YEAR 2: Forty-Two Thousand Five Hundred Dollars and no/100 (\$42,500.00).

OPTION YEAR 3: Forty-Two Thousand Five Hundred Dollars and no/100 (\$42,500.00).

The attached Standard Terms and Conditions will apply and are made a part of this Proposal.

ARTICLE III. - TIME AND METHOD OF PAYMENT

The CONSULTANT will make monthly application for payment for the work completed under this AGREEMENT. The monthly applications shall be on forms approved by the OWNER.

The OWNER shall promptly review and process the monthly applications and shall make payment to the CONSULTANT within thirty (30) days of receipt of the invoice by the OWNER.

ARTICLE IV. - PERIOD OF SERVICE

The CONSULTANT shall begin work under this AGREEMENT in a timely manner after receipt of a fully executed copy of this AGREEMENT and complete the services included herein by December 2014 or as otherwise set forth below.

ARTICLE V. - ADDITIONAL WORK

If, during the term of this AGREEMENT, the scope or character of the work is changed substantially,

or if the period of service is increased substantially due to circumstances beyond the control of the CONSULTANT; and if such changes thereby increase the work to be performed by the CONSULTANT, an additional fee shall be paid to the CONSULTANT. The additional work and the compensation therefore shall be provided for in a written amendment to this AGREEMENT, said amendment to be negotiated by the OWNER and the CONSULTANT.

ARTICLE VI. - OWNER'S RESPONSIBILITY

A. Project Requirements

The OWNER shall provide to the CONSULTANT all criteria and information as to requirements for the PROJECT including objectives, constraints, performance requirements, expendability and budgetary limitations.

B. Existing Information

The OWNER shall provide the CONSULTANT with all information available to the OWNER pertinent to the CONSULTANT's work under this AGREEMENT. The OWNER shall assist the CONSULTANT as necessary to obtain available pertinent information from Federal, State or local offices or from other engineers or others who have previously worked for the OWNER on matters affecting this PROJECT.

C. Access for Field Work

It will be necessary for the CONSULTANT's personnel and/or subconsultants to enter areas of the OWNER's property. The OWNER shall arrange for and provide the CONSULTANT with access to such areas on a timely basis.

The OWNER shall arrange for or assist the CONSULTANT in obtaining access to public and private property as required for the CONSULTANT to provide his services.

D. Review Documents

The OWNER shall examine all documents prepared for the PROJECT by the CONSULTANT; and at the OWNER's option, obtain advice from legal counsel, insurance counsel, and other appropriate advisors, and advise the CONSULTANT of any opinion or recommendations resulting from said advice.

E. The OWNER shall give prompt notice to the CONSULTANT whenever he becomes aware of anything that would affect the scope of timing of the CONSULTANT's services.

F. The OWNER shall bear all costs related to compliance with this Article of this AGREEMENT.

ARTICLE VII. - DISPOSITION OF PROJECT DOCUMENTS

Upon completion of the PROJECT, the CONSULTANT shall make available to the OWNER at his request, reproducible copies of drawings, plans and maps, and copies of reports and other documents which have been prepared as a result of this AGREEMENT. This material shall become the property of the OWNER and the maintenance of the material shall be the responsibility of the OWNER.

All such materials are instruments of service in respect to the PROJECT, and they are not intended to be suitable for reuse by the OWNER or others on extensions of the PROJECT or on any other

project.

To the fullest extent permitted by law, Consultant shall indemnify Client, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Consultant or Consultant's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify Consultant, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Client or Client's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement.

ARTICLE VIII. - SUCCESSORS AND ASSIGNS

The OWNER and the CONSULTANT each binds himself, his partners, successors, executors, administrators and assigns, to the other party of the AGREEMENT and to the partners, successors, executors, administrators and assigns, for such other party to all covenants of this AGREEMENT.

Except as above, neither the OWNER nor the CONSULTANT shall assign, sublet or transfer his interest in this AGREEMENT without the written consent of the other party hereto.

Nothing in this paragraph shall prevent the CONSULTANT from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist in the performance of the services of this AGREEMENT.

ARTICLE IX. - TERMINATION

Either party may terminate this AGREEMENT, in whole or in part, in writing if the other party substantially fails to fulfill its obligations under this AGREEMENT through no fault of the terminating party. However, no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

Upon such termination, the OWNER shall pay the CONSULTANT for all work completed prior to the effective date of the termination. If compensation within the AGREEMENT is based on a lump sum, the amount due the CONSULTANT at termination shall be computed as the percent complete of the work times the lump sum. If compensation is based on billing rates or actual costs, the amount due at termination shall be computed based on hours charged to the PROJECT at termination times the appropriate rates. Upon payment by the OWNER as provided above the CONSULTANT shall turn over to the OWNER all completed work in whatever form it exists and said work shall then become the property of the OWNER.

IN WITNESS WHERE OF, the OWNER and the CONSULTANT have made and executed this AGREEMENT.

OWNER:

(signature)

(title)

(date)

(signature)

(signature)

(signature)

(signature)

CONSULTANT:

HOYLE, TANNER & ASSOCIATES, INC.



Michael A. Trainque, P.E.
Vice President

The CLIENT and HOYLE, TANNER & ASSOCIATES, INC. (Hoyle, Tanner) hereby agree as follows:

1. CONTRACT - The Contract is the Proposal, Agreement or Contract document that is signed and dated by Hoyle, Tanner and the CLIENT and to which these Standard Terms and Conditions are appended by reference. This contract takes precedence over any standard conditions the client may have in place.

2. COMPENSATION FOR SERVICES AND PAYMENT TERMS - The CLIENT agrees to pay Hoyle, Tanner in accordance with the payment terms provided in the Contract.

Fee - The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the CLIENT. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments - Invoices will be submitted monthly or upon completion of a specified scope, whichever is shorter, for services and reimbursable expenses and are due when received. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and Hoyle, Tanner may, without waiving any claim or right against CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the service. Retainers shall be required for certain projects or under certain conditions and shall be credited on the final invoice. In the event any portion of an account remains unpaid 90 days after billing, the CLIENT shall pay cost of collection, including reasonable attorneys' fees and court costs.

Reimbursable Expenses - Reimbursable expenses are expenses incurred directly or indirectly in connection with the project such as, but not limited to, transportation, meals, lodging for travel, long distance telephone calls and facsimile transmissions, overnight deliveries, courier services, equipment rental, photographs and video supplies, testing and laboratory services, permit and other license fees, professional services sales taxes, and the cost of reproductions beyond those normally required for coordination and information purposes. These expenses will be billed at cost plus a service charge of ten (10) percent.

3. RIGHT OF ENTRY - The CLIENT agrees to furnish Hoyle, Tanner with the right-of-entry on the project site or represents and warrants, if the site is not owned by the CLIENT, that permission has been granted to make site reconnaissance, surveys, borings, and other exploration pursuant to the scope of services in the Contract.

Hoyle, Tanner will take reasonable precautions to minimize damage to the land from use of equipment but has not included in the fee the cost for restoration of damage that may result from Hoyle, Tanner's operations, unless specifically stated in the Contract.

4. UNDERGROUND STRUCTURES - Unless otherwise agreed, the CLIENT shall provide Hoyle, Tanner with locations of buried utilities and other underground structures in areas of subsurface exploration.

Hoyle, Tanner will take reasonable precautions to avoid damage to the

buried utilities and other underground structures noted. If locations are not known, are inaccurate, or cannot be confirmed by the CLIENT, then there will be a degree of risk to the CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, the CLIENT agrees to accept the risk of any damages and losses resulting from the exploration work.

5. DOCUMENTS - All reports, design drawings and specifications, field data and notes, laboratory test data, calculations, computer files, estimates, and other documents that Hoyle, Tanner prepares as instruments of service shall remain Hoyle, Tanner's property. The CLIENT agrees that Hoyle, Tanner's services are on behalf of and for the exclusive use of the CLIENT and that all reports and other documents furnished to the CLIENT or its agents shall be utilized solely for this project.

6. HAZARDOUS MATERIALS - The scope of services for this Contract does not include services relating to hazardous waste, oil, asbestos or other hazardous materials, as defined by federal, state and/or local laws or regulations. Hoyle, Tanner is not insured for services related to the identification, containment or removal of asbestos or hazardous waste including pollutants, nor will we assume any liability for damages or costs related to these materials. If such materials are discovered during Hoyle, Tanner's services, the CLIENT agrees to negotiate appropriate revisions to the scope of services, the budget estimate, and the terms and conditions of the Contract. When such hazardous materials are suspected, Hoyle, Tanner will have the option to stop services until a new agreement is reached. If a mutually satisfactory agreement cannot be reached between both parties, the Contract shall be terminated. The CLIENT agrees to pay Hoyle, Tanner for all services rendered, including any costs associated with termination. The ownership of and responsibility for all contaminated materials, hazardous materials, and hazardous substances generated, released, uncovered, transported, and/or collected during Hoyle, Tanner's services or the Contractor work tasks referred to herein will not be with Hoyle, Tanner.

7. CONSTRUCTION SERVICES - The CLIENT recognizes that retaining Hoyle, Tanner to perform construction phase engineering services such as the review of shop drawings and product submittals, and full-time construction observation services, is a normal and integral part of engineering services for the project, and that retaining Hoyle, Tanner for these services can provide for the CLIENT a greater degree of confidence that the completed work of the Contractor will conform generally to the Contract Documents, that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor, and to minimize problems during construction. The CLIENT also recognizes that no entity is as familiar with the Contract Documents and their intent as Hoyle, Tanner. Therefore, the CLIENT is urged to retain Hoyle, Tanner to provide construction phase engineering services.

If Hoyle, Tanner's construction observation services are included as part of the scope of services in the Contract, Hoyle, Tanner will provide personnel to observe construction to ascertain that it is being performed, in general, in accordance with the plans and specifications.

over

7. CONSTRUCTION SERVICES (Continued)

It is understood that, in accordance with generally accepted construction practices, the contractor and any subcontractors will be solely and completely responsible for all construction activities, working conditions on the job site, including safety of all persons and property during the performance of the work, compliance with OSHA regulations, and quality of the work. Any monitoring of the contractor's performance conducted by Hoyle, Tanner personnel is not intended to include review of the adequacy of the contractor's safety measures in, on, or near the construction site.

It is further understood that field services provided by Hoyle, Tanner personnel will not relieve the contractor and any subcontractors of responsibilities for performing the work in accordance with applicable laws and regulations and in accordance with the Contract Documents.

Should the CLIENT not execute an agreement with Hoyle, Tanner to provide construction phase engineering services, then the CLIENT agrees to indemnify and hold Hoyle, Tanner harmless against any claims, liability and responsibility for construction problems or problems arising after construction is complete attributed to construction and the Contractor's performance, and failure of the contractor to follow the design intent and construct the project in accordance with the Contract Documents.

8. STANDARD OF CARE - Hoyle, Tanner's services will be performed in accordance with generally accepted practices of professional engineers providing similar services at the same time, in the same locale, and under like circumstances. The CLIENT agrees that services provided will be rendered without any other warranty, expressed or implied.

9. INSURANCES - Hoyle, Tanner maintains Worker's Compensation Insurance and Comprehensive General Liability Insurance including Personal Injury and Property Damage coverage. Hoyle, Tanner will furnish certification upon written request. The CLIENT agrees that Hoyle, Tanner will not be liable or responsible to the CLIENT for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

10. PROFESSIONAL LIABILITY - The CLIENT agrees to limit liability and require a like limitation from any construction contractor or subcontractor who performs work for which Hoyle, Tanner has provided reports, plans, and specifications, in an amount of \$50,000 or Hoyle, Tanner's fee, whichever is smaller.

11. SUSPENSION OF SERVICES - This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform his obligations hereunder. The CLIENT shall remain fully liable for and shall promptly pay Hoyle, Tanner the full amount for all services rendered by Hoyle, Tanner to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of putting documents and analyses in order, personnel and equipment rescheduling or reassignment adjustments, and all other related costs and charges directly attributable to suspension.

If payment of invoices by the CLIENT is not maintained on a thirty (30) day current basis, Hoyle, Tanner may, by providing a ten (10) day written notice to the CLIENT, suspend further services until payments are restored to a current basis. In the event Hoyle, Tanner engages counsel to enforce overdue payments, the CLIENT shall

reimburse Hoyle, Tanner for all reasonable attorney's fees and court costs related to enforcement of overdue payments. The CLIENT shall indemnify and save harmless Hoyle, Tanner from any claim or liability resulting from suspension of services due to non-current payments.

12. INDEMNIFICATION - To the fullest extent permitted by law, Consultant shall indemnify Client, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Consultant or Consultant's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify Consultant, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Client or Client's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement.

13. OUTSIDE CONSULTANTS - On occasion, Hoyle, Tanner engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be used if noted in the contract. The cost of other consultants may be billed at cost plus a 10% administration charge.

14. LITIGATION - It is understood that unless expressly implied, the services outlined in this Agreement does not include the cost of professional services provided for any legal action or suit. Fees for court preparation, depositions, pretrial conferences and in court non-testimony time will be billed at two (2) times the normal billing rate. Fees for in-court testimony will be billed at three (3) times the normal billing rate.

15. APPLICABLE LAW - Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of Hoyle, Tanner.

16. OPINION OF PROBABLE CONSTRUCTION COSTS - Hoyle, Tanner's opinion of probable construction costs, if rendered as a service under this Agreement, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. Hoyle, Tanner cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.

17. VALIDITY - Should any one or more of the terms and conditions stated herein be deemed unenforceable or invalid, either in whole or in part, by judgment or court order, that shall not effect the remaining terms and conditions or parts thereof and they shall remain in full force and effect.

18. SCHEDULE - If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are

changed through no fault of Hoyle, Tanner, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of Hoyle, Tanner's services shall be adjusted equitably.

Hoyle, Tanner cannot be held responsible for delays in rendering services caused by issues beyond Hoyle, Tanner's control.

HOYLE, TANNER & ASSOCIATES, INC.
BILLING RATES AND CHARGES
EFFECTIVE through JUNE 30, 2014

DEPARTMENT	CLASSIFICATION	RATES
ENVIRONMENTAL ENGINEERING	Expert Witness Principal Senior Project Manager Project Manager/Senior Engineer Project Engineer Junior Engineer/Designer Assistant Engineer/Technician	\$195 /hour \$180 /hour \$170 /hour \$120 /hour \$107 /hour \$90 /hour \$78 /hour
FIELD	Senior Resident Engineer Resident Engineer	\$105 /hour \$90 /hour
DESIGN GRAPHICS / SUPPORT	Senior CADD/Designer CADD Technician Word Processing /Clerical Support	\$115 /hour \$82 /hour \$70 /hour
OTHER	Mileage (IRS Allowance) Coordination of Subcontractors and Other Consultants, Expenses	56.0¢ /mile Cost + 10%

Based on O.H. = 180% and Profit = 12% (Field O.H. = 150%)

**SECTION 00842
CHANGE ORDER**

No. 1

Date of Issuance: _____ Effective Date: _____

Project: Main St Street Light Improvements	Owner: Town of Ayer, Massachusetts	Owner's Contract No.:
Contract:		Date of Contract: Oct. 15, 2013
Contractor: Blais Electrical Corp, 15 Proctor St, Framingham, MA 01702		Engineer's Project No.:

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

Description: Extension of time due to delays in delivery of material

Attachments: (List documents supporting change): Letter from Blais Electrical dated 1-10-14

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
----------------------------------	----------------------------------

Original Contract Price: \$ 44,440.00	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>December 14, 2013 (60 days)</u> Ready for final payment (days or date): <u>December 29, 2013 (75 days)</u>
--	---

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): 0 Ready for final payment (days): 0
---	---

Contract Price prior to this Change Order: \$ 44,440.00	Contract Times prior to this Change Order: Substantial completion (days or date): <u>December 14, 2013</u> Ready for final payment (days or date): <u>December 29, 2013</u>
--	---

[Increase] [Decrease] of this Change Order: \$ 0.00	Increase of this Change Order: Substantial completion (days or date): <u>January 8, 2014</u> Ready for final payment (days or date): <u>January 24, 2014</u>
--	--

Contract Price incorporating this Change Order: \$ 44,440.00	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>January 8, 2014</u> Ready for final payment (days or date): <u>January 24, 2014</u>
---	---

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____



BLAIS ELECTRICAL CORPORATION
15 Proctor Street, Framingham, MA 01702
tel: 508-655-1478 fax: 508-879-0331

January 10, 2014

Mr. Mark L. Wetzel, P.E. Superintendent
25 Brook St.
Ayer, Massachusetts 01432

RE: Town of Ayer - Main St. Street Light Improvements

Dear Mr. Wetzel:

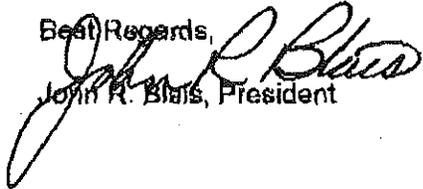
Blais Electrical Corporation respectfully requests a time extension to their contract in order to accommodate the scheduled delivery of decorative light pole bases being supplied by the light pole vendor, P&K Tubular Products Inc. Our vendor is committed to a guaranteed delivery date to the Town of Ayer DPW facility on January 21st.

As you are aware, the decorative base components are non-structural and have in no way limited Blais Electrical from installing the (10) structural light pole components and luminaires which are presently in operation.

Please know that Blais Electrical ordered the light standards from our vendors in the most timely fashion, immediately after receipt of notice to proceed and contract. An unforeseen series of OEM vendor delays, holidays and severe winter weather have all contributed to our inability to fully complete the contract within the allowed time frame. It is our hope that the Town of Ayer will view Blais Electrical Corporation as responsive and in the spirit of cooperation, grant the requested extension.

Blais Electrical is prepared to complete the pole base installation within 24 hours of receipt of the product.

Best Regards,


John R. Blais, President

3.0 PROSECUTION OF THE WORK -- LIQUIDATED DAMAGES

3.1. Beginning, Progress Schedule. The Contract time shall commence upon the date specified in the Notice to Proceed executed by the Administrator and delivered to the Contractor after the execution of this Contract. The Contractor shall begin Work at the Site within ten days of said date unless otherwise ordered in writing by the Awarding Authority. Prior to commencing the Work, the Contractor shall meet with representatives of the Awarding Authority to discuss the quality assurance program, safety program, labor provisions, progress schedule, schedule of values, and other Contract procedures. Upon Approval by the Administrator, the progress schedule shall constitute the progress schedule for the Work. Upon approval by the Administrator, the schedule of values shall be the basis for payment for the Work. The Contractor shall at the end of each month, or more often if required, furnish to the Awarding Authority a schedule meeting the requirements of the Specifications showing the actual progress of the parts of the Work in comparison with the approved progress schedule.

3.2 Time for Completion of Work. Time is of the essence of this Contract. The Work shall be completed within the time specified in Article 2 of the Owner - Contractor Agreement subject only to extensions specifically permitted in accordance with the terms of this Contract.

3.3 Definition of "Substantial Completion." For the purposes of this Contract the term "Substantial Completion" shall occur when (1) the Contractor fully completes the Work or substantially completes the Work so that the value of the Work remaining to be done is, in the estimate of the Awarding Authority, less than one percent of the original Contract price, or (2) the Contractor substantially completes the work and the Awarding Authority takes possession for occupancy, whichever occurs first. For the purposes of the preceding sentences the term "substantially completes" means that the work required by the Contract has been completed except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work.

3.4 Failure to Complete Work on Time - Liquidated Damages.

The Awarding Authority has determined that its damages as a result of Contractor's failure to complete the Work to Substantial Completion within the Contract time will be difficult or impracticable to ascertain. Accordingly, the Contractor shall pay to the Awarding Authority the sum designated as liquidated damages in the Contract for each and every calendar day that the Contractor is in default in completing the Work to Substantial Completion. Such moneys shall be paid as liquidated damages, and not as a penalty, to cover losses and expenses to the Awarding Authority resulting solely from the fact that the Work is not completed on time. Liquidated damages or a portion thereof may be waived by the Awarding Authority if the Contractor submits evidence satisfactory to the Awarding Authority that the delay was caused solely by conditions beyond the control of the Contractor and that the Awarding Authority has not suffered any damages as a result of said delay.

3.5 Collection of Liquidated Damages. The Awarding Authority may recover liquidated damages by deducting the amount thereof from any moneys due or that might become due the Contractor, and if such moneys shall be insufficient to cover the liquidated damages, then the Contractor or the Surety shall pay to the Awarding Authority the amount due.

Liquidated Damages - Not Penalty Damages

July 25, 2011 | Corwin & Corwin LLP |

Liquidated damages are nothing more than damages agreed to in advance as compensation for a potential future breach of contract. In construction contracts, liquidated damages are normally assessed for late completion and are stated as a per diem rate. The total liquidated damages to be assessed in the event of unexcused late completion are computed by multiplying the number of days performance goes beyond the required completion date by the per diem liquidated damage rate.

The sole permitted purpose for liquidated damages is to establish a reasonable estimate of damages that are likely to occur in the event of a breach but are hard to compute. For example, an owner knows that if the store he is having constructed is not ready on time he will lose sales and incur added carrying costs, but he may not be able to pinpoint those losses. Liquidated damages permit that owner to recover reasonably estimated losses resulting from delayed completion without the necessity of documenting actual, hard to prove losses.

Liquidated damages are enforceable in Massachusetts, but only where actual damages are difficult to ascertain, and the liquidated sum represents a reasonable estimate of actual damages. Liquidated damages are not enforceable where the Court determines their purpose or effect is to impose a penalty on the breaching party. Where actual damages are easily ascertainable and the liquidated sum is determined to be unreasonable and disproportionate to any real damage, or unreasonably excessive, the Court will only award actual damages. Where the Court determines liquidated damages are enforceable, the liquidated amount constitutes the exclusive recoverable damages.

Where liquidated damages are included in the general contract, the general contractor may be able to enforce the same liquidated damages against its subcontractors, but only to the extent the owner has actually assessed liquidated damages against the general contractor, and only to the extent any particular subcontractor is responsible for delaying actual completion.

Whether liquidated damages may be successfully attacked as disproportionate or excessive cannot be evaluated until the time of the breach. The Court will determine enforceability by comparing the specified liquidated damages against actual damages measured at the time the breach occurred. The first and best defense against the imposition of liquidated damages, therefore, is to complete on time. If that proves impossible because of job conditions, the next best course of action is to document the reasons for delayed performance and to submit timely requests for time extensions. Liquidated damages may be applied only to unexcused late completion. Late completion which does not result from breach of contract, but from causes beyond your control justifying contract time extensions, is not subject to assessment of liquidated damages or any other damages.

POLICIES AND PROCEDURES Re: BOS Meeting Minutes and BOS Meeting Packets

- BOS Policies and Procedures on BOS Meeting Minutes (Enclosed)

The agenda shall be available to the public and the press at the Selectmen's office at least two days before the meeting date and shall be posted at the Town Office bulletin board, the library bulletin board and on the cable access channel that same afternoon.

Copies of the minutes of the previous meeting and all important correspondence, reports and other pertinent background materials shall be forwarded with the agenda to Board members.

The Board shall not begin discussion of or act on an agenda item after 10:00 P.M. of a regularly scheduled meeting. This rule may be waived by a unanimous vote.

99-24: MINUTES:

The Secretary shall record open meetings of the Board by tape recorder, and he/she shall draft minutes from the tape.

Minutes shall be circulated to the Town Administrator and members of the Board on or before the fourth day after the meeting and shall be in order for approval at the next regular meeting of the Board. By unanimous consent, minor corrections may be made to the minutes without advance circulation of such corrections.

Minutes shall contain a full statement of all motions made and voted by the Board and of the disposition of all proposals for action. Approved minutes shall be signed by the Clerk and recorded in a Minutes Book which shall be bound annually.

Minutes of Executive Sessions shall be recorded by the Town Administrator, approved by the board, signed by the Clerk and kept by the Town Administrator in accordance with the above procedures.

Minutes are open for public inspection as provided for by law.

99-25: APPOINTMENTS:

The Board makes numerous appointments each year. Appointments are generally made for one or three years in length. In no case, may appointments be made for more than three years unless specifically allowed by state law. Appointments generally are made on or before June 30th of each year. In the case of appointments, a second to the nomination or motion will be required prior to Board action.

Employee Appointments: Employee appointments shall be made with a recommendation from the Town Administrator and as per the Town of Ayer Personnel Policies and Procedures Manual.

Committee Appointments: Whenever possible the Board will seek variety in backgrounds, interests, ages, sex and geographic areas of residents, so that a true cross section of the community will be reflected. In order to attract qualified and interested persons, vacancies will be made public as far in advance of appointment as practicable. Vacancies could be advertised

TOWN ADMINISTRATOR'S REPORT

Public Report of 1/21/2014 Executive Session Actions per OML (if applicable)

Selection of MMA Conference Voting Delegate (See Enclosed)

- As of Friday, January 17, 2014, Selectman Luca, Selectman Conley, Town Administrator, and Economic Development Director will be attending the annual Massachusetts Municipal Association's Trade Show and Convention in Boston (Jan. 24th and Jan. 25th).
- The BOS is asked to approve the Town of Ayer's official voting delegate for the MMA Meeting (See Enclosed)

DRAFT (Revised) FY 2015 BOS Office Budget Requests

- Enclosed are DRAFT (Revised) FY 2015 BOS Office Budget Requests which will be transmitted to the Fin Com on January 22, 2014 when the Town Administrator has been asked to appear before them. These are revised DRAFTs as a result of the January 7, 2014 BOS Meeting and will remain DRAFTs until final BOS approval of the FY 2015 Omnibus Budget. (See Enclosed)

Old Central Fire Station RFP

- Per the BOS on January 7, 2014, enclosed is the FINAL RFP for the Old Central Fire Station Disposition. The RFP was transmitted to the Historical Commission on Friday, January 17, 2014 per their request.
- Upon approval by the BOS, the RFP will be published and advertised. Please see the enclosed RFP. (See Enclosed)

Town-Wide Life Insurance Policy Proposal Update

- At the January 7, 2014 BOS Meeting, the BOS unanimously approved raising the Town-Wide's Life Insurance Policy from \$2,000 to \$5,000 contingent upon Fin Com review and approval. Enclosed is the memo transmitted to the Fin Com for their review. Additionally, enclosed is updated information regarding the updated cost impacts as provided by the Assistant Treasurer. (See Enclosed)

Willows Demand for Payment Update

- Enclosed is a memo updating the BOS on the status of the Demand for Payment from the Willows in the amount of \$250,000.00 per the Comprehensive Permit. (See Enclosed)

You are here: [Home](#) > [Business Meeting](#) > [Voting at the MMA Annual Business Meeting](#)

Voting at the MMA Annual Business Meeting

[PRINT](#) [E-MAIL](#)

Tw

Each city or town that is a member of the MMA is entitled to one vote at the Annual Business Meeting, under the guidelines established in the association's bylaws [Article II, Sect. 6].

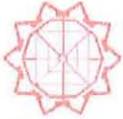
According to the bylaws, the person who votes on behalf of a member community must be:

- The mayor or chief executive of a member city; or
- The chair of the board of selectmen of a member town.

In the event that the designated official from a member community cannot attend, a councillor, selectman, or manager from that community can vote in the person's place, but only with written authorization from the designated official. Those eligible voting officials who cannot attend the Annual Business Meeting and who designate someone else to take their place must provide written authorization.



Voting delegates may obtain voting cards at the credentials table before the meeting begins. Only one voting card will be issued per member community.



[CONTACT US](#) [LINKS](#)

[Massachusetts Municipal Association](#) One Winthrop Square, Boston, Massachusetts 02110
(617) 426-7272 [Directions](#) | [Terms of Use](#) | [Contact MMA Webmaster](#) This Website is a service of the MMA.
All contents copyright 2014, Massachusetts Municipal Association.
Photographs by MMA and Dayna Bealy | [Top of page](#)

You are here: [Home](#) > Business Meeting

Business Meeting

Saturday, January 25, 2014

10:15-11:50 a.m.

Ballroom A, Hynes Convention Center, 3rd floor

Each year, the members of the Massachusetts Municipal Association gather to consider recommendations from the MMA's policy committees that will govern the MMA's position and actions on these issues in the coming year.

After being approved by the MMA Board of Directors, resolutions are presented to the membership for discussion and debate. Proposed resolutions reflect a year of work by local officials from across the state who serve on MMA policy committees.

At the MMA's 2014 Annual Business Meeting, members will consider resolutions on local aid, zoning and land use, and other post-employment benefits (OPEB).

Each resolution was drafted by an MMA policy committee during the fall and approved by the MMA Board of Directors on Nov. 12.

The resolutions are as follows:

- Resolution Ensuring a Strong Partnership Between Cities and Towns and the Commonwealth in Fiscal 2015 and Beyond, proposed by the MMA's Fiscal Policy Committee
- Resolution Ensuring a Strong and Productive Role for Cities, Towns and Community Residents To Promote and Ensure Effective Land Use and Housing Policies, proposed by the MMA's Policy Committee on Municipal and Regional Administration
- Resolution Ensuring Sustainable OPEB Costs for Cities and Towns and Local Taxpayers, proposed by the MMA's Policy Committee on Personnel and Labor Relations

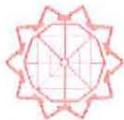
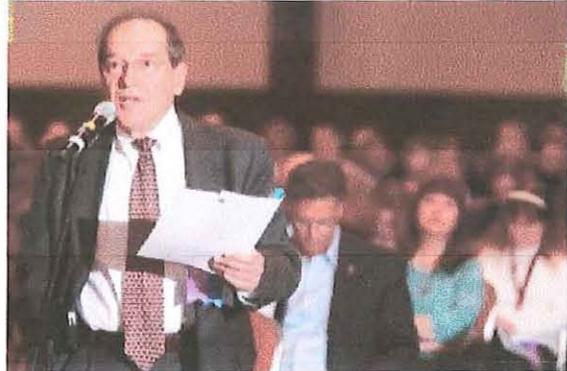
The proposed resolutions were first published in the December issue of *The Beacon*, and the policy committees that drafted them welcomed comments through Dec. 30.

Proposed Resolution Ensuring a Strong Partnership Between Cities and Towns and the Commonwealth in Fiscal 2015 and Beyond

Proposed Resolution Ensuring a Strong and Productive Role for Cities, Towns and Community Residents To Promote and Ensure Effective Land Use and Housing Policies

Proposed Resolution Ensuring Sustainable OPEB Costs for Cities and Towns and Local Taxpayers

Voting at the MMA Annual Business Meeting



[CONTACT US](#) [LINKS](#)

[Massachusetts Municipal Association](#) One Winthrop Square, Boston, Massachusetts 02110
(617) 426-7272 [Directions](#) | [Terms of Use](#) | [Contact MMA Webmaster](#) This Website is a service of the MMA.
All contents copyright 2014, Massachusetts Municipal Association.
Photographs by MMA and Dayna Bealy | [Top of page](#)

Board of Selectmen

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



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

Town Administrator
(978) 772-8210

MEMORANDUM

DATE: January 17, 2014

TO: Ayer Finance Committee

FROM: Robert A. Pontbriand, Town Administrator

Cc: Ayer Board of Selectmen; Lisa Gabree, Town Accountant

SUBJECT: (DRAFT #1) [REVISED] FY 2015 Board of Selectmen Budget

The following is a proposed DRAFT FY 2015 [REVISED] Board of Selectmen Budget. Please note that this DRAFT budget proposal is subject to final review and approval by the Board of Selectmen.

<u>Account:</u>	<u>FY 2015 Proposed:</u>	<u>FY 2014 Actual:</u>
01122 51500 BOS Stipends	\$6,976.00 ¹	\$11,446.00
01122 51110 BOS Secretary	\$64,106.00 ²	\$53,180.00
01122 51120 Town Administrator	\$92,066.00 ³	\$91,242.00
01122 51140 Longevity (BOS Sec.)	\$750.00	\$750.00
01122 51300 Overtime (BOS Sec.)	\$2,000.00	\$2,000.00
01122 52000 Services	\$1,000.00	\$1,000.00
01122 54000 Other	\$2,600.00	\$2,600.00

¹ Reduction of Selectmen Stipends from 5 Selectmen to 3 Selectmen for FY 2015.

² The BOS Secretary has informally indicated her intentions to retire in August 2014. The additional estimated amount of \$10,926.00 takes into account any buy-back of time (i.e. unused vacation time, etc.) earned and owed upon retirement.

³ Represents a 2% base wage increase effective July 1, 2014 per the Town Administrator's Employment Contract.

Board of Selectmen

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



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

Town Administrator
(978) 772-8210

MEMORANDUM

DATE: October 31, 2013

TO: Ayer Finance Committee

FROM: Robert A. Pontbriand, Town Administrator

R.A.P.

Cc: Ayer Board of Selectmen; Lisa Gabree, Town Accountant

SUBJECT: (DRAFT #1) FY 2015 Board of Selectmen Budget

The following is a proposed DRAFT FY 2015 Board of Selectmen Budget. Please note that this DRAFT budget proposal is subject to final review and approval by the Board of Selectmen.

<u>Account:</u>	<u>FY 2015 Proposed:</u>	<u>FY 2014 Actual:</u>
01122 51500 BOS Stipends	\$11,446.00 ¹	\$11,446.00
01122 51110 BOS Secretary	\$53,180.00 ²	\$53,180.00
01122 51120 Town Administrator	\$92,066.00 ³	\$91,242.00
01122 51140 Longevity (BOS Sec.)	\$750.00	\$750.00
01122 51300 Overtime (BOS Sec.)	\$2,000.00	\$2,000.00
01122 52000 Services	\$1,000.00	\$1,000.00
01122 54000 Other	\$2,600.00	\$2,600.00

¹ Amount may change as a result of Nov. 5, 2013 Election if the number of Selectmen is reduced to three (3).

² The BOS Secretary has informally indicated her intentions to retire in August 2014 which may change this amount taking into account any buy-back of time (i.e. unused vacation time, etc.) upon retirement and/or a change in the salary of the new position holder.

³ Represents a 2% base wage increase effective July 1, 2014 per the Town Administrator's Employment Contract.

Board of Selectmen

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



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

Town Administrator
(978) 772-8210

MEMORANDUM

DATE: January 17, 2014

TO: Ayer Finance Committee

FROM: Robert A. Pontbriand, Town Administrator

R.A.P.

Cc: Ayer Board of Selectmen; Lisa Gabrec, Town Accountant

SUBJECT: (DRAFT #1) [REVISED] FY 2015 Budget Accounts under the Town Administrator

The following is a proposed DRAFT FY 2015 [REVISED] Administration Budget Proposal for the various budget accounts under the Town Administrator. Please note that this DRAFT budget proposal is subject to final review and approval by the Board of Selectmen.

<u>Account</u>	<u>Department:</u>	<u>FY 2015 Proposed:</u>	<u>FY 2014 Actual:</u>
00148	Parking Tickets	\$950.00	\$950.00
01151	Town Counsel	\$85,000.00 ¹	\$78,000.00
01154	Management Support	\$6,500.00	\$6,500.00
01181	Reg. Plan Assmnt.	(Pending) ²	\$2,165.00
01195	Police/Fire LEL Ins.	\$117,284.00 (Estimated) ³	\$106,622.00
01491	Cemetery Dept.	\$2,500.00	\$2,500.00
01912	Workmen's Comp.	\$53,753.00 (Estimated) ⁴	\$48,867.00
01193	Building and Liab.	\$132,357.00 (Estimated) ⁵	\$131,046.00

¹ The FY 2015 Town Counsel Budget Request is level funded at this time. The Town Counsel Budget is 19% spent as of 10/29/2013 with nine months remaining in the fiscal year and is running approximately 5% over as of 12/1/2013. The proposed/recommended increase for FY 2015 is taking into account ongoing Property Enforcement in FY 2015 as well as a DPW plan to aggressively resolve the legal issues of unaccepted public streets in Ayer.

² This is an annual assessment from MRPC which becomes available in January 2014. It is not expected to be a significant increase over FY 2014.

³ The Police and Fire LEL Insurance numbers are not available until the end of February 2014. However, in consultation with the Town's Insurer, I have increased the amount by 10% for FY 2015 at this time.

⁴ The Town's Insurer recommends a 10% increase from FY 2014. Note: Final insurance numbers are not available until the end of February 2014.

Board of Selectmen

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



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

Town Administrator
(978) 772-8210

MEMORANDUM

DATE: October 31, 2013

TO: Ayer Finance Committee

FROM: Robert A. Pontbriand, Town Administrator

R.A.P.

Cc: Ayer Board of Selectmen; Lisa Gabree, Town Accountant

SUBJECT: (DRAFT #1) FY 2015 Budget Accounts under the Town Administrator

The following is a proposed DRAFT FY 2015 Administration Budget Proposal for the various budget accounts under the Town Administrator. Please note that this DRAFT budget proposal is subject to final review and approval by the Board of Selectmen.

<u>Account</u>	<u>Department:</u>	<u>FY 2015 Proposed:</u>	<u>FY 2014 Actual:</u>
00148	Parking Tickets	\$950.00	\$950.00
01151	Town Counsel	\$78,000.00 ¹	\$78,000.00
01154	Management Support	\$6,500.00	\$6,500.00
01181	Reg. Plan Assmnt.	(Pending) ²	\$2,165.00
01195	Police/Fire LEL Ins.	\$117,284.00 (Estimated) ³	\$106,622.00
01491	Cemetery Dept.	\$2,500.00	\$2,500.00
01912	Workmen's Comp.	\$53,753.00 (Estimated) ⁴	\$48,867.00
01193	Building and Liab.	\$132,357.00 (Estimated) ⁵	\$131,046.00

¹ The FY 2015 Town Counsel Budget Request is level funded at this time. The Town Counsel Budget is 19% spent as of 10/29/2013 with nine months remaining in the fiscal year.

² This is an annual assessment from MRPC which becomes available in January 2014. It is not expected to be a significant increase over FY 2014.

³ The Police and Fire LEL Insurance numbers are not available until the end of February 2014. However, in consultation with the Town's Insurer, I have increased the amount by 10% for FY 2015 at this time.

⁴ The Town's Insurer recommends a 10% increase from FY 2014. Note: Final insurance numbers are not available until the end of February 2014.

⁵ The Town's Insurer recommends a 10% increase from FY 2014. Note: Final insurance numbers are not available until the end of February 2014.

TOWN OF AYER



Requests for Proposals For the Sale of the Former Central Fire Station Property

January 21, 2014

REQUEST FOR PROPOSALS PACKET

**FORMER AYER CENTRAL FIRE STATION
BUILDING AND PROPERTY**

14 WASHINGTON STREET

TOWN OF AYER, MASSACHUSETTS

REQUEST FOR PROPOSALS
FOR THE SALE
OF THE FORMER CENTRAL FIRE STATION
14 WASHINGTON STREET
TOWN OF AYER, MASSACHUSETTS

I. Introduction

The Ayer Board of Selectmen (BOS) requests proposals from qualified individuals and firms for the sale of a property consisting of one parcel and a two story building with approximately 9,240 square feet overall and 6000 GSF on the first floor located on 0.23 acres. The property is immediately adjacent to Ayer’s Downtown Historic Mercantile District. While the building does not contribute to the 19th century rail and military history of the District, as Ayer’s first official fulltime fire station it is historically and culturally significant. Although the Downtown Mercantile Historic District does not confer any control to the Town with regard to restrictive preservation covenants, it is the intent of the Town to require such a covenant to preserve the façade essentially unchanged.

In 2012, the Ayer Town Meeting, through Warrant Article 10 (see attachment), authorized the Board of Selectmen to be responsible for the future use of the Central Fire Station property, which is currently vacant. The property is zoned within the Downtown Business designation area under the Ayer Zoning Bylaws.

Through this Request for Proposals (RFP), the BOS is making this public offer for the property to be sold to the proposer submitting the proposal that the BOS evaluates as being the most advantageous based on the evaluation criteria, considering both purchase price and the comparative criteria in this RFP.

II. Goals: Buyer Responsibilities

The BOS has established the following goals for the reuse of the property:

1. To sell the entire property “as is” with these contingencies: execute a purchase and sales agreement as soon as possible and to execute those documents based on the attached Potential Terms of the sale
2. To ensure that the use of the property minimizes disruption to the neighborhood; and,
3. To preserve the architectural façade of the building to the maximum extent feasible, particularly the area of the original fire station footprint

The proposer is responsible for:

1. Complying with relevant laws and regulations; and obtaining and complying with permits granted by appropriate authorities; and must comply with existing use requirements and restrictions, unless the buyer initiates and completes processes to legally change said requirements and restrictions, at the buyer’s expense;

2. The cost of all proposed renovations and/or changes to the property; and for the cost of all required permits, etc.

III. Required Submittals

To be responsive, each prospective proposer must submit six (6) copies of the proposal, and include all of the information listed below. The six (6) copies of the use proposal must be inserted into a single sealed envelope marked RFP # _____, USE PROPOSAL FOR THE PURCHASE OF THE FORMER CENTRAL FIRE STATION, AYER. MASSACHUSETTS

All of the following information must be included in each copy of the purchase and sale proposal in the following order (if any item is not applicable, include a statement explaining why the item is not applicable):

1. The completed proposal cover page (see attachment).
2. A table of contents with page numbers.
3. If applicable, a certification executed by the secretary of the corporation indicating that the person signing the proposal has been authorized to do so by a vote of the board of directors. The proposal documents must be signed as follows: 1) if the proposer is an individual, by him or her personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and, 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested by the clerk/secretary of the corporation, and the corporate seal affixed.
5. A fully executed copy of the Disclosure of Beneficial Interests Statement, a blank of which is attached (see MGL c. 7, s. 40J).
6. A fully executed copy of the Certificate of Non-collusion form, a blank of which is attached (see MGL c. 268A).
7. A fully executed copy of a Certificate of Tax Compliance form, a blank of which is attached (see MGL c. 62C, s. 49A).
9. A fully executed Zoning Compliance Statement, a blank copy of which is attached; together with a statement indicating that the use will comply with all applicable laws, regulations, and permits.
10. An explanation of how the proposal complies with each of the Minimum Quality Criteria listed in Section VI, Minimum Quality Criteria, below.

11. An explanation of the level (highly advantageous, advantageous, etc.) at which the proposer believes the proposal complies with each of the Comparative Quality Evaluation Criteria listed in Section VII, Comparative Quality Evaluation Criteria, below, including a clear explanation of the proposer's objectives for the use of the property, and including specific actions showing how the proposer proposes to integrate its use into the character of the surrounding neighborhood with minimal disruption.
14. A written description of how the proposer will configure the space, together with a copy of the approximate floor plan of the proposed configuration of the space.
15. As applicable, a statement indicating the hours of operation, the number of employees on the site at any time, the number of parking spaces required, and the number of visitors or customers expected by the time of the day.

IV. General Procedures

Advertisements noticing the availability of this RFP have appeared, or will appear, in the state Central Register on January 29, 2014; in the Lowell Sun on January 25, 2014; and in the Public Spirit on January 31, 2014. In addition, notice of the availability of this RFP is conspicuously posted at the Ayer Town Hall as of January 22, 2014 and can be found on the Town's website www.ayer.ma.us.

The Town will conduct two tours of the property on TBD and TBD at . All those considering submission of a proposal are encouraged to tour the property. Contact David Maher at 978-772-8206 or dmaher@ayer.ma.us for information on touring the property.

Those wishing to submit a proposal must obtain a copy of the RFP packet. The RFP packet is available at the Board of Selectmen's Office, first floor, Ayer Town Offices, 1 Main Street, Ayer, Massachusetts 01432, between the hours of 9:00 a.m. and 5:00 p.m., Mondays through Friday, *except for holidays, when the Town Offices will be closed.*

Proposals are invited and must be received on or before 4 p.m., Friday, February 21, 2014 at the Board of Selectmen's Office, First Floor, Ayer Town Offices, 1 Main Street, Ayer, Massachusetts 01432. Proposals received later than this time and date will be returned unopened as non-responsive. All times will be ascertained by reference to the clock in the Board of Selectmen's Office.

A proposer may correct, modify, or withdraw a proposal by written notice received by the Town prior to the time and date set as the submittal deadline (February 21, 2014). Each modification to proposals must be submitted in a sealed envelope clearly labeled "Modification # ." Each modification must be numbered in sequence, and must reference the original RFP.

After the opening of the proposals in public, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived, or the proposer will be allowed to correct them. Minor informalities are minor deviations, insignificant mistakes, and matters of form rather than

substance, of the proposal, that can be waived or corrected without prejudice to other offerors, potential offerors, or the Town of Ayer. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.

The Town may cancel this RFP, or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection serves the best interests of the Town.

The Town also reserves the right to select the winning proposal based on the evaluation of the proposer's overall submittal, and the extent to which the proposal meets the evaluation criteria in this RFP. **Thus, the Town may exercise its right to select a proposal that may not have offered the highest sale price.**

If any changes are made to this RFP, an addendum will be issued. Addenda will be mailed, faxed, or emailed to all proposers on record as having picked up the RFP.

Questions concerning this RFP must be submitted in writing to: David Maher, Director of Economic Development and Fire Station Reuse Committee, Ayer Town Offices, 1 Main Street, Ayer, Massachusetts 01432. Questions may be delivered or mailed to this address; or faxed to 978-772-8208 (clearly addressed to David Maher); or emailed to dmaher@ayer.ma.us. All questions must be received by 4 p.m. on Friday, February 14, 2014. Written responses will be mailed, faxed, or emailed after this deadline to all proposers on record as having picked up the RFP.

V. Evaluation Procedures

The Town Administrator (TA) and Economic Development Director will screen the proposals for completeness. Proposals deemed to be incomplete will be rejected. The TA will then review each completed proposal to ensure that it meets all of the minimum quality criteria listed in **Section VI**, Minimum Quality Criteria, below. Those proposals that meet all of the minimum quality criteria, and that are determined to be responsive, will be further reviewed using the Comparative Quality Evaluation Criteria listed in **Section VII**, Comparative Quality Evaluation Criteria, below.

An Evaluation Team will be comprised by **members of the Ayer Board of Selectmen**. The Evaluation Team will rate each of the first four (4) mandatory Comparative Quality Evaluation Criteria listed below using the listed ratings and assign a rating to each criterion, and an overall rating to each proposal; the Evaluation Team shall then assign a team rating to each criterion, and an overall rating to each proposal.

The Evaluation Team shall either:

Recommend to the BOS which proposer to negotiate a deal with, based on the most advantageous overall ratings of the first four (4) mandatory Comparative Quality Criteria

Conduct an Optional Interview/Presentation with the top-ranked proposers

VI. Minimum Quality Criteria

Following are the Minimum Quality Criteria that proposers must meet. **Failure to meet these Minimum Quality Criteria will result in the immediate rejection of the proposal.** Proposers must clearly indicate, and explain in detail, compliance with these Minimum Quality Criteria in a *separate chapter of the proposal* (see **Section III**, Required Submittals, Item 12, above).

1. Proposers must meet all of the goals listed in **Section II, Goals**, above. In addition, proposers must comply with the requirements specified in **Section III, Required Submittals**, and **Section IV, General Procedures**, above;
2. Proposers must **accept and evaluate** the property “as is” with no contingencies;
4. Proposed uses of the property must comply with relevant laws, regulations, and permits granted by appropriate authorities; and must comply with existing use requirements and restrictions, unless the buyer proposes to initiate and complete processes to legally change said requirements and restrictions, at the proposer’s expense, in which case said changes must be listed and explained; and,
4. The proposer must be responsible for the cost of all proposed renovations and/or changes to the property, and for obtaining, and the cost of obtaining, all required permits, etc.

VII. Comparative Quality Evaluation Criteria

Each of the Comparative Quality Evaluation Criteria below may contain ratings of ***highly advantageous, advantageous, not advantageous, and unacceptable***. Proposers must clearly indicate, and explain in detail, the level of compliance with these Comparative Quality Evaluation Criteria in a *separate chapter of the proposal* (see **Section III**, Required Submittals, Item 13, above).

2. PROPOSED TERMS OF ACQUISITION CHANGES/ELIMINATIONS

Highly Advantageous – No changes/eliminations are proposed.

Advantageous – A few changes/eliminations are proposed.

Not Advantageous – Many changes/eliminations are proposed.

Unacceptable – An altogether different set of terms is proposed.

3. LEVEL OF NEIGHBORHOOD DISRUPTION CAUSED BY PROPOSED USE

Highly Advantageous – Other than those disruptions already caused by existing neighborhood uses, proposed use potentially causes no other disruption to the neighborhood.

Advantageous – Proposed use potentially causes limited additional disruption to the neighborhood.

Not Advantageous – Proposed use potentially causes significant additional disruption to the neighborhood.

Unacceptable – Proposed use definitely causes significant additional disruption to the neighborhood.

4. LEVEL OF CHANGE TO FAÇADES

Highly Advantageous – No changes to any façades are proposed.

Advantageous – A few minor changes to the side and rear façades are proposed.

Not Advantageous – A few minor changes to the front façade are proposed.

Unacceptable – Substantial changes to the front, or to the side and rear façades, are proposed.

5. LEVEL OF HISTORIC PRESERVATION

Highly Advantageous- Restore the complete original historic exterior structure

Advantageous – A few minor changes to the front, side and rear facades are proposed

Not Advantageous – significant changes to the front, side and rear facades

Unacceptable – No historic preservation

6. OPTIONAL INTERVIEW/PRESENTATION (As necessary)

Highly Advantageous – Well-designed, concise, original presentation, with specific focus on, and clarification of, the written proposal, made by prospective buyer; concise, “on-point” answers to questions.

Advantageous – Average presentation, with general focus on, and clarification of, the written proposal, or average answers to questions.

Not Advantageous – Poor presentation, with very little focus on, and clarification of, the written proposal, or poor answers to questions.

IX. Rule for Award of Property Deed

The proposer selected for the sale award of this property will be the most advantageous proposal from a proposer who is both responsive and responsible, taking into consideration all other evaluation criteria set forth in this RFP. A *responsive* proposer is one who meets all of the basic requirements as outlined in this RFP, and whose proposal contains the required information and properly executed forms; a *responsible* proposer is one who possesses the capability, integrity, and reliability to purchase and use the property as specified in the proposal.

Board of Selectmen

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



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

Town Administrator
(978) 772-8210

MEMORANDUM

DATE: January 8, 2014

TO: Ayer Finance Committee

FROM: Robert A. Pontbriand
Town Administrator

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

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

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

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

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

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

Attachment.

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

LIFE 2,000 BREAKDOWN-CURRENT

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

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

TOTAL MONTHLY: \$647.52

EMPLOYEE/RETIREE PORTION

$\$209.76 \times 25\% = \52.44

$\$437.76 \times 50\% = \218.88

TOTAL MONTHLY: \$271.32

ANNUAL AMOUNT

$\$271.32 \times 12 = \$3,255.84$

TOWN PORTION

$\$209.76 \times 75\% = \157.32

$\$437.76 \times 50\% = \218.88

TOTAL MONTHLY: \$376.20

ANNUAL AMOUNT

$\$376.20 \times 12 = \$4,514.40$

LIFE 5,000 BREAKDOWN

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

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

TOTAL MONTHLY: \$1,831.80

EMPLOYEE/RETIREE PORTION

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

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

TOTAL MONTHLY: \$767.55

ANNUAL AMOUNT

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

TOWN PORTION

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

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

TOTAL MONTHLY: \$1,064.25

ANNUAL AMOUNT

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

LIFE 10,000 BREAKDOWN

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

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

TOTAL MONTHLY: $\$4,089.60$

EMPLOYEE/RETIREE PORTION

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

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

TOTAL MONTHLY: $\$1,713.60$

ANNUAL AMOUNT

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

TOWN PORTION

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

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

TOTAL MONTHLY: $\$2,376.00$

ANNUAL AMOUNT

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

GROUP
INSURANCE
PROPOSAL

NAME OF COMPANY:

TOWN OF AYER

PRESENTED BY:

BOSTON MUTUAL LIFE INSURANCE COMPANY

DATE: January 14, 2014

Schedule of Benefits

Town of Ayer

Basic Life and AD&D

(Proposed Plan 1)

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

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

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

Monthly Premium Cost

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

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

Schedule of Benefits

Town of Ayer

Basic Life and AD&D

(Current Plan Renewal Rate effective June 1, 2014)

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

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

Group AD&D includes:
24 Hour AD&D

Monthly Premium Cost

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

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

Schedule of Benefits

Town of Ayer

Basic Life and AD&D

(Proposed Upgraded Plan 1)

<u>Employee Class</u>	<u>Life Insurance</u>	<u>Accidental Death & Dismemberment</u>
Eligible Active Employees	\$5,000	\$5,000
Retirees	\$5,000	\$5,000
 <u>Group Life Insurance includes:</u>		 <u>Group AD&D includes:</u>
Waiver of Premium for Total Disability		24 Hour AD&D
Conversion Privilege		Education Benefit
Portability		Seat Belt Benefit
Bereavement Counseling		Repatriation of Remains

Monthly Premium Cost

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

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

Proposal for Group Voluntary Life and Accidental Death & Dismemberment for

TOWN OF AYER- ENHANCED PLAN

Proposed Effective Date: TO BE DETERMINED

Schedule of Benefits

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

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

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

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

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

Guaranteed Issue Amounts

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

All Dependent Child(ren) coverage is Guaranteed Issue.

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

Insurance Reduction Schedule

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

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

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

All insurance benefits terminate upon retirement.

"Your Choice for Group Insurance"

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

Form BML0605 Rev 2/08 - Exp 2/10



Policy Series GRTP (4/99)

Monthly Premium Cost Exhibit Page for

TOWN OF AYER – ENHANCED PLAN

Proposed Effective Date: TO BE DETERMINED

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

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

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

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

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

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

Group Life Insurance Features:

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

Group AD&D Insurance Features:

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

Group Term Life Insurance Benefit Summary

“Your Choice for Group Insurance”

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



Death Benefit

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

Accelerated Death Benefit

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

Conversion Privilege

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

Layoffs, Leave of Absence

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

Portability

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

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

Total Disability Waiver Premium (if elected)

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

Actively At Work

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

Eligibility

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

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

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

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

Guaranteed Issue

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

"Your Choice for Group Insurance"

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

Form BML0605 Rev 2/08 - Exp 2/10



Policy Series GRTP (4/99)

Group Term Life Insurance Benefit Summary

Evidence of Insurability

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

Reduction Provisions

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

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

Employee Termination

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

Spouse/Dependent Termination

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

Bereavement Counseling

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

This Proposal

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

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

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

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

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

"Your Choice for Group Insurance"

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

BML0605 Rev 2/08 - Exp. 2/10



Policy Series GRTP (4/99)

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

24 Hour AD&D

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

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

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

"Your Choice for Group Insurance"

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

BML0605 Rev 2/08 - Exp. 2/10

120 ROYALL STREET • CANTON MA 02021 • TELEPHONE 800-669-2668 • FAX 781-770-0497 • WWW.BOSTONMUTUAL.COM

Portability

AD&D is not available on the ported policy.

Education Benefit *(Not available in all states)*

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

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

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

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

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



Policy Series GRTP (4/99)

NEW BUSINESS / SELECTMEN'S QUESTIONS

- Town Counsel RFP;
 - Excess Sewer Capacity;
 - GPS in Town Vehicles;
 - Economic Development;
 - Business Certificates Update
(Selectman Hillman)
-
- Update on Town Audit Recommendations;
 - Closing of Tax Collector's Account;
 - Implementation of Section 9 A ½ Billing/Reimbursement of Healthcare
(Selectman Livingston)

APPROVAL OF MEETING MINUTES

November 19, 2013 (See Enclosed)
December 17, 2013 (See Enclosed)
January 7, 2014 (See Enclosed)

ADJOURNMENT

TOWN OF AYER SELECTMEN MEETING MINUTES
Tuesday, December 17, 2013
1st Floor Meeting Room, Town Hall, Main Street, Ayer, MA
[Edited by Jannice Livingston](#)

The Board of Selectmen's Open Session Meeting is video recorded by APAC.

The Selectmen's Meeting can be viewed in its entirety on the Town's Website at: www.ayer.ma.us

Chairman Luca called the meeting to order at 7:00p.m. Present: Chairman-Gary J. Luca, Members, Pauline Conley and Jannice Livingston, Town Administrator Robert A. Pontbriand and Janet Lewis Secretary. Absent: Mr. Hillman and Mr. Fay.

Announcements-none

Chairman Luca requested if there was any amendments to the agenda. Ms. Conley requesting under the Town Administrator's Report or general information to add:

- Meeting Videos
- Dissemination of Information

and under Supt. Wetzel's Report to add:

- Street lights installation update
Crabtree Update-Pumping Station

Ms. Livingston moved to approve the Agenda as amended, 2nd by Ms. Conley, VOTE: unanimous, so moved.

Public Input-

1. Doug Janssen & Janet Gullotta-Old Groton Road. Chairman Luca advising to this discussion to be brought up under Supt. Wetzel's Report later in the meeting.
2. Mary Spinner requested a Moment of Silence in observance of the Helicopter Crash that took the lives of six (6) Army soldiers in Afghanistan today

The Board went off the posted Agenda to take up Supt. Wetzel's Report due to being ahead of schedule.

1. Water Meters and Automatic Meter Reading System Bid-Supt. Wetzel reviewed the procurement process selection re four (4) proposals Town received for three (3) one (1) year contracts for the purchase of 900 water meters and 3000 radio frequency transmitters. Supt. Wetzel advised the Board to the award based upon the first year's proposal pursuant to MGL Chapter 30B- and Weston & Sampson assisting DPW with process. Four (4) bids were received:

- E.J. Prescott- \$174,340.00
- Itron- \$166,466.50
- Ti-Sales \$119,321.19
- Stiles Com. \$114,438.50

Based upon evaluation criteria and price, two companies were interviewed and per proposals submitted Ti-Sales was selected for Year 1 in the amount of \$119,321.19. Ms. Livingston moved the Board vote to approve Supt. Wetzel's recommendation and awarded the Water Meter and Automatic Meter Reading System Contract Award to Ti-Sales in the amount not to exceed \$119,321.19 for Year One, 2nd by Ms. Conley. Ms Conley questioning if 900 water meters and 3000 radio transmitters would be enough and advised to letter of 12-3-13 Town extended year three proposal the opportunity for additional meters and deferring collectors to year three as well. Supt. Wetzel advised to DPW will be installing meters (being more efficient) and Agreement having penalty component, if Ti-Sales are unable to deliver product by 6/30/14 they would pay the Town of Ayer \$400.00 for each day not delivered. Ms. Conley stating she had wished the Board had penalty component with the Street Lights Contract. Chairman Luca called for a VOTE: unanimous so moved.

2. Ayer Recycling Committee-Supt. Wetzel took this opportunity to congratulate and announce the Town's recent two awards from the Central MA Dept. Environmental Protection for reducing household trash and the Town of Ayer meeting 30% Waste Collection/Recycling. Supt. Wetzel thanking and congratulating this Committee for their remarkable job.

3. Willow Road Development-Water Storage Tank Mitigation Fee -Supt. Wetzel updated the Board to the original Agreement with Willow Rd. Dev. LLC entered on 6-21-05 re water/sewer fees and construction of the Ridgeview Heights Water Storage Tank. Supt. Wetzel also stated the Comprehensive Permit issued by the Zoning Board of Appeals dated 10-19-05 had a condition if the water tower is not constructed within five (5) years of commencement of the construction of the Willow development these funds shall be transferred to the town for whatever purpose the town deems appropriate. Supt. Wetzel advising the Board he spoke with Mark O'Hagan of Willows Dev. and O Hagen proposed to pay the Town the fee based on \$10K each real estate closing for the remaining 25 units. Supt. Wetzel requesting Town Counsel amend the Comprehensive Permit re how the money is deposited, where & when, execution of the Agreement; the Town Accountant should determine if separate account is needed to deposit & track the money and DPW will need an article at ATM authorizing the spending of the money for the tank project. Ms. Conley stating her displeasure with the Town waiting ten (10) years and a concern if Willows doesn't sell 25 units now that ~~the Town~~ the Town now knows where the money we should demand it. Ms. Livingston agreeing having heard rumor re Agreement being renegotiated; Selectman Conley stated that she had heard "scuttlebutt" that certain Selectmen had already decided to approve proposed agreement. Selectman Livingston stated that she had not heard any "scuttlebutt" nor was she apart of any "scuttlebutt" and agreed that money is owed town. Development has to pay up- owe the Town this money. Ms. Conley proposed a motion, Chairman Luca recommending Board come back to later to take up Public Hearing scheduled for 7:15p.m.

7:15p.m. Public Hearing-37 Willard Street-pursuant to MGL Chapter 139 -Nuisance Bylaw- Determination if 37 Willard St., Ayer, MA is a Nuisance defined by Statute. Mr. Pontbriand advised the Board to Mr. Dennis Brannon receiving by Constable, Certified Mail, Regular U.S. Mail and Electronic Mail a letter dated 12-6-13 notifying him of Public Hearing to be held on 12-17-13 at 7:15p.m. at the Ayer Town Hall for determination under MGL Chapter 139 as to whether or not 37 Willard Street, Ayer, MA is a nuisance as defined by Statute to the neighborhood, or dangerous and if found to be, prescribe its disposition, alteration or regulation. As the record owner of the property he was notified to attend the Hearing to give him an opportunity to speak or produce evidence and/or be represented by counsel. Mr. Pontbriand advising the absence of owner does not compel the Board of Selectmen to postpone the Hearing. Present for the Public Hearing: Board of Health, Building Commissioner, Fire Chief, and Police Chief.

7:15p.m. Ms. Conley moved the Board open the Public Hearing, 2nd by Ms. Livingston, VOTE: unanimous, so moved. Mr. Vellante-Building Commissioner stated Mr. Brannon emailed every week where he stands re 37 Willow St. and advising Mr. Vellante to his being under contract with excavation company & asbestos removal re signed contracts per email only. Mr. Pontbriand spoke with Town Counsel advising to Town not having evidence of these contracts. Mr. Pontbriand recommended documentation submitted by Board of Health, Building Commissioner, Fire Chief & Police Chief be entered into record. Ms. Conley stating Mr. Brannon is aware of Town of Ayer concerns and moved to declare 37 Willow Street Ayer, MA a Nuisance as defined by Statute- MGL Chapter 139 and incorporate into record the files submitted by the Building Commissioner, Ayer Board of Health, Nashoba Boards of Health, Fire Chief & Police Chief and official recording of Public Hearing and authorize Town Counsel to continue and proceed with declaring 37 Willard Street property in Ayer, MA a Nuisance, 2nd by Ms. Livingston, VOTE: unanimous, so moved. The Board requested evidence of contracts re excavation and asbestos removal from Mr. Brannon.

7:25p.m. Ms. Conley moved to close the Public Hearing, 2nd by Ms. Livingston, VOTE: unanimous, so moved.

Continuation of Supt. Wetzel's Report

Willow Road Development-(Cont) Ms. Conley moved the Board to send a letter to Willow Development LLC for payment of \$250K per Comprehensive Permit and demanding payment within thirty (30) days, 2nd by Ms. Livingston. A discussion followed re change of ownership of development, Supt. Wetzel advising to Willows claiming no one told them they owed money, someone not tracking. Ms. Livingston stating Mr. OHagan negotiated price and knew he owes \$250K tell him we want it. Mr. Pontbriand advising under MGL any permit Town of Ayer issues if payment is owed can be with held/hold i.e. Building Permit/s Mr. Pontbriand to verify this with Town Counsel but questioning cost benefits to hold-up. Ms. Livingston requesting to talk with Town Counsel re best process. Chairman Luca requesting to speak with Dale Taylor who negotiated Comprehensive Permit and come up with plan before sending out demand to developer, request Town Counsel how to push developer for the \$250K, motion made and 2nd, Chairman Luca called for a Vote: unanimous, so moved. The Board requested a copy of the Comprehensive Permit.

4. **Old Groton Road**- Present for the discussion Doug Janssen and Janet Gullotta. Supt. Wetzel conducted a slide presentation re current condition of Old Groton Road.; depicting unpaved, unmaintained dirt road with deep ruts, shrubs/bushes on both sides of road 15' wide and 800' long, "Do Not Enter" signs at both ends, no drainage with washout onto Pleasant St. (rocks/gravel). Mr. Pontbriand updating the Board to various issues arising over the years concerning this road re maintenance i.e. drainage problems, snow-plowing since he has been here. Supt. Wetzel explained problem with DPW equipment getting into road -equipment to big. Damaged car/brush with loader. Back hoe brought in at end of storm last road to be cleared due to special equipment necessary to clear. Main streets priority for public safety. Mr. Janssen & Ms. Gulotta advised to no snow removal being done this past storm and plowing being done by pick-up truck privately. Supt. Wetzel advising to when DPW got there road had been plowed. Mr. Janssen presented statement to Board in response to Supt. Wetzel's memo dated 10-7-13. Mr. Janssen responding to deep ruts/road surface uneven and erosion being the result of run-off from Washington St. and challenging Back-Hoe being the only DPW equipment that can plow street advising to pick-up trucks being used prior to Supt. Nason. Mr. Janssen stating Old Groton Rd. issues were compounded starting with Mr. Nason's tenure instead of using pick-up trucks he began using oversized vehicles that tore up the road. Mr. Janssen took issue with Supt. Wetzel's proposal re seizure of land, retaining walls, drainage pipes and paving costing over \$200K being totally out of proportion urging small reasonable steps i.e. pick-up trucks and adding a berm on Washington St. to keep water coming down Old Groton Rd, Supt. Wetzel advising to installing berm would still have erosion and snow removal operations would rip out every winter.. Ms Conley stating the road needs to be kept open, ownership of road more difficult issue cautioning Board some issues are Executive Session topic. Ms. Conley after lengthy discussion stated final decision not going to happen right away suggesting the Board look at hiring a private contractor to plow Old Groton Road at beginning and end of storm would solve this winters problem and give the Board more time to resolve real issue re ownership of road. Chairman Luca stating Board should have options by Spring. Board will keep on top of and not lose sight of; in the mean time Supt. Wetzel will continue snow removal with back-hoe. Mr. Curran requesting Board to keep neighborhood updated re status. Ms Conley moved to retain a private contractor for snow removal on Old Groton Road, no second.

Street Light Update-Supt. Wetzel advising to street light installation start up on Monday 12-9-13 and snow removal operations (snow banks in front of businesses) along Main street to be removed on Thursday, 12-5-13.

Ms. Conley questioned Supt. Wetzel re: various projects i.e. Street Lights, pumping station, Crabtree which brought up a brief dispute re Supt. Wetzel not being prepared to discuss and not included in his

report ~~to which~~ to which Ms. Livingston and Mr. Luca took issue with. Ms. Conley reminded Supt. Wetzel of his request to meet with the Board on a quarterly basis to give status updates re various town ongoing projects.

Town Administrator's Report-

1. 2014 License Renewals-Mr. Pontbriand requesting the Board approve and sign the 2014 License Renewals as presented in a Memo dated 10-23-13. Mr. Pontbriand reviewed list of Licensees having outstanding water/sewer and taxes bills and advising Board to no license will be issued until all taxes, water/sewer bills are paid in full reminding the Board to Licensees having until 12-31-13 at 12:00 noon to receive their license. All licenses will be kept in vault and only released if current. Any outstanding licensee as of 12:01 on Wednesday January 1, 2014 will be reported to the police re enforcement. Mr. Pontbriand advising to two (2) licensees having large outstanding tax bills-Partridge Auto Sales and Harry Schwartz & Sons and not receiving this information until 12-13-13 from the Town Clerk/Collector. Town Clerk/Collector out of the office on Monday & Tuesday and invited to attend tonight's meeting to give clarification. The Board voted to approve all the 2014 renewals . Ms Conley moved the Board vote to approve the 2014 Alcohol License Renewals, 2nd by Ms. Livingston, VOTE: unanimous, so moved. Ms. Conley moved the Board vote to approve the 2014 Common Victualler's Renewals, 2nd by Ms. Livingston, VOTE: unanimous, so moved, Ms. Conley moved to approve the 2014 Amusement Licenses, 2nd by Ms. Livingston, VOTE: unanimous, so moved. Ms. Conley moved the Board vote to approve the 2014 Sunday Entertainment License Renewals, VOTE: unanimous, so moved. Ms. Conley moved the Board vote to approve the Class I License Renewals, 2nd by Ms. Livingston, VOTE: unanimous, moved. Ms. Conley moved the Board vote to approve the 2014 Class II Licenses Renewals with the exception of Partridge Auto 2nd by Ms. Livingston VOTE: unanimous, so moved. Ms. Conley moved the Board approve the Class II License for Partridge Auto and the Class III License for Schwartz & Sons on the condition both businesses provide certified copies of tax bills and proof of payment, 2nd by Ms. Livingston, VOTE: unanimous, so moved. The Board to sign the 2014 License Renewals after the meeting.

9:05p.m. Ms. Livingston moved to adjourn the meeting, 2nd by Ms. Conley VOTE: unanimous, so moved.

9:05 Meeting adjourned.

TOWN OF AYER SELECTMEN MEETING MINUTES
Tuesday, January 7, 2014
1st Floor Meeting Room, Town Hall, Main Street, Ayer, MA

Edits by Jannice Livingston

The Board of Selectmen's Open Session Meeting is video recorded by APAC.

The Selectmen's Meeting can be viewed in its entirety on the Town's Website at: www.ayer.ma.us

Chairman Luca called the meeting to order at 7:20p.m. Present: Chairman-Gary J. Luca, Vice-Chairman Christopher Hillman, Clerk -James M. Fay, Members, Pauline Conley and Jannice Livingston, Town Administrator Robert A. Pontbriand and Janet Lewis Secretary. Chairman Luca apologized for late start to Open Session due to earlier Executive Session running late.

Announcements- Chairman Luca called for a moment of Silence for Patricia "Pat" Walsh who passed away on Friday, January 3, 2014. Chairman Luca took a few minutes to reflect upon Mrs. Walsh's many years of public and community service to the Town of Ayer.

Chairman Luca requested if there were any amendments to the Agenda.

- Mr. Pontbriand requested to add a Lien Subordination Request and to publicly report on Selectmen's Executive Session Action/s per OML if applicable.
- Ms. Conley two items under Selectmen's Questions/New Business-Dissemination of Information
- Scheduling of Selectmen's Meetings
- Mr. Fay re moving up the Minutes before New Business/Selectmen's Questions

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

1. Certification of Unpaid Water and Sewer Lien Accounts-Ms. Conley moved the Board vote to approve and sign the Unpaid Water/Sewer Lien Accounts dated 12-3-13 in the amount of \$151,998.79 pursuant to MGL Chapter 40, Section 42C, 2nd by Mr. Fay, Ms. Conley requested Board post list on the Town's Website. Mr. Hillman requesting list of properties turned off (water) from Supt. Wetzel after bringing the Board's attention to list of past offenders, VOTE: unanimous, so moved.

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

1. Public Report -OML Selectmen's Executive Session items-

1. Mr. Pontbriand advised to the Board voting to authorize a Reserve Fund Transfer re 111F to be submitted to Fin-Com for their review.
2. Mr. Pontbriand advised to Board voting to sponsor CPC Application re Kohler Place for Open Space being submitted to CPC's Meeting on 1-8-14.

2. Dam & Pond Committee Appointment-Mr. Pontbriand advised to Park Commissioners recommending the appointment of Jeff Thomas-Park Director as the Commissions designee to serve on the Dam & Pond Committee for one (1) year term expiring on 6-30-14. Motion to approve made by Mr. Fay, 2nd by Ms. Conley, VOTE: unanimous, so moved.

3. Quitclaim Deed for Acceptance of Easy Street as a Public Way- Mr. Pontbriand updated the Board to Town voting to accept Easy Street in May 2013 as a Public Way and final step in process is the Quitclaim Deed for Acceptance of Easy Street. Ms. Livingston moved the Board vote to approve the Quitclaim Deed for Easy Street prepared by Town Counsel Katharine Klein and reviewed by Supt. Wetzel, 2nd by Ms. Conley VOTE: unanimous, so moved.

4. Draft 2015 Selectmen's Office Budget- Mr. Pontbriand advising to Fy-15 Budget level funded except for Town Administrator's 2% salary increase. Mr. Pontbriand advising to 10% insurance increase across the board and Town Counsel funded AT \$78K running 5% over budget and Workman's comp.- school, backed out. Ms. Conley requesting Selectmen's Budget is approved by Selectman before it goes to Fin-Com and noting Selectmen's Secretary salary change and addition of line item to include Health

Insurance. Mr. Fay also requesting getting update on 24D potential litigation from Town Counsel for Board's 1-21-14 Meeting.

76 Central Avenue-Mr. Pontbriand updated the Board to RFP re Habitat under his report for the Board's review in accordance with MGL C 30B rescheduled from 12-17-13. Ms. Spinner requesting clarification re issuing RFP and Board's intention re going forward with Habitat. Mr. Pontbriand advising to RFP transparent process re Public Procurement for disposition of Real Estate necessary under 30B. Ms. Conley expressing concern if another non-profit comes forward. Mr. Pontbriand advising to Board voting on 7-2-~~14~~13 to transfer property to Habitat. Mr. Fay moved to approve RFP for 76 Central Avenue as presented, 2nd by Ms. Conley, VOTE: unanimous, so moved.

Old Central Fire Station- Mr. Pontbriand advised the Board to their vote of 11-8-13 to dispose of the Central Fire Station pursuant to MGL Chapter 30B and a RFP being prepared for Selectmen's 2-4-14 meeting re disposition. Mr. Pontbriand also reviewed the Park Commissioner's request concerning storage of their equipment presently housed in the old Fire Station. Alternative sites/buildings were discussed re potential storage areas. Ms. Conley suggesting RFP be tweaked to include Historical value and Mr. Fay also suggesting to re look at Fire Station Report. Draft RFP to be prepared for Board's review on 1-21-14.

Lien Subordination-The Board met with Alicia Hersey, Financial Manager- Office of Community & Development re Lien Subordination for Case #06-315. Ms. Hersey advised to property owner wishing to obtain a new loan to lower her interest rate from 6.50% to 4.75% and using the new loan to pay off her existing first mortgage. Mr. Fay moved the Board vote to approve Case # 06-315 for the subordination of the Town's lien conditioned upon a new mortgage not to exceed \$151,057.00, 2nd by Mr. Hillman, VOTE: unanimous, so moved.

Town-wide Life Insurance Policy Proposals- Mr. Pontbriand reviewed with the Board earlier discussion re increasing the Life Insurance coverage going as far back as November 2012 and again as recent as March 2013 to which the Board was presented three proposals, the Board took no formal action. Mr. Pontbriand advising to some of the Town's Collective Bargaining agreements had the 75%-25% split in them others nothing. Presently the current Life Insurance coverage is \$2K with a 75%-25% split and has not been updated since 1959. The Board discussed making Life Insurance a Town-wide policy and take out of Collective Bargaining Agreements and increasing Life Insurance to \$5K. Ms. Conley suggested to send Memo to Fin-Com how this will fit into Fy-15 Budget -\$5K good place to start and remember to review every few years. Ms. Conley moved the Board approve increase in Life Insurance to \$5K for those who wish to take and request Fin-Com's approval, 2nd by Ms. Livingston, VOTE: unanimous, so moved. Mr. Pontbriand advised to Fin-Com meeting on 1-22-14.

Minutes-

10-15-13-Ms. Conley requesting amendment to page 3 stating official repository is Town Clerk. Motion to approve made by Mr. Fay, 2nd Ms. Livingston, VOTE unanimous, so moved.

11-12-13- ~~Ms. Conley~~Ms. Livingston requesting amendment to page 3 under Supt. Wetzels's Report re Board's

appointment to curbside working group change from Mr. Luca to Mr. Hillman. Ms. Livingston requested to change meeting time extension from 10:00pm to 9:45pm at top of page 3. Mr. Fay moved to approve the 11-12-13 minutes with amendments so stated, 2nd by Ms. Livingston, VOTE: unanimous, so moved.

11-19-13 Ms. Conley requested to amend on page 1 to state she no longer checks emails on regular basis to state she no longer receives Town emails on cell phone. Ms. Livingston requested minutes be re-typed to incorporate change due to Ms. Conley's job being jeopardized. Ms. Livingston moved to approve with amendment, 2nd by Mr. Hillman, VOTE: unanimous, so moved.

12-3-13 -Mr. Fay moved to approve the minutes of 12-3-13, 2nd by Mr. Hillman VOTE: unanimous, so moved.

12-27-13 Minutes setback for next meeting.

New Business/Selectmen's Questions-

Selectman Hillman

1. Economic Analysis of Ayer Update- Economic analysis missing on Town of Ayer. Looking at ways to market Ayer in positive way-centralizing information. Look at having APAC video town Hall, Schools, Down-town, High School renovation have APAC develop 30 minute DVD. Mr. Pontbriand offering to contact Fitchburg state re recruiting intern/s to assist. The Board requesting to hold off on until Marketing Plan is developed.

2. Memorial Garden Vegetation Plan Update-Ms. Livingston stated Board tasked the Memorial Garden vegetation plan with the Town Administrator who was to work with Town Facilities Director, local Landscaper (Pinard's), Memorial Garden Committee and Tree Warden to develop. This was interfered with, questioning who authorized local company to cut back trees. Ms. Livingston requesting to always check with Town Administrator/Board before making changes on Government property, stating again her frustration when the Board told the Town Administrator to take care of. Mr. Pontbriand produced petition dated 1-6-14 submitted by Town Employees wishing to preserve/keep trees in the Memorial Garden. Mr. Luca requesting no interference is permitted with those involved with the vegetation plan.

3. Working List re Projects- Mr. Hillman requesting a list be developed re a lot of good ideas brought forward by the Board with timeline and to frequently check this list from time to time be prepared in the form of a matrix. Mr. Pontbriand requested each of the Board member remit back to him a list of items/projects they would like pursued and he will prepare matrix for Board. Ms. Conley referring back to the Memorial Garden discussion requested the "Cannon" in front of Town Hall be moved and pointed in the right direction before Memorial Day.

4. Curbside Announcement-~~Mr. Hillman~~Mr. Pontbriand and Ms. Livingston corrected newspaper announcement that Town is going Curbside in 2014 advising more accurately that the Board has authorized a "working group" to come back with their findings for Board's review.

Chairman Luca

-Town Wide permitting-Chairman Luca gave the Board a brief overview of streamlining the Town's permitting process on line via the monodpad, requesting Department Heads put together format for their Department re procedures/requirements and set deadline for compliance by end of February -1st of March 2014. Chairman Luca offering to take this task on with Town Administrator.

JBoS Update- Chairman Luca advising at last meeting of the JBoS a non-binding referendum was discussed requiring Governance of Structures in the DREZ. Ms. Conley requesting all contact information is sent out to all members of the Board in the future.

Ms. Conley

1. Downtown Street Lighting Replacement Update-Mr. Pontbriand advised to Memo dated 1-3-14 from Supt. Wetzel in packet re timeline and liquidated damages request of \$200/per day be instituted as of day poles were delivered until project is completed. Chairman Luca stating street lights much brighter. Ms. Conley also noting some globes pink along West Main St. i.e. cleaning/maintenance required.

2. 2014 License Renewals-questioning who authorized letter/s re two licensees. Taking exception to Partridge letter advising to revoking license, stating Board never voted to revoke license nor do minutes reflecting revoking license. Schwartz letter Board voted to release license only after receiving certified Tax payment records, did not authorize payment plan. Mr. Pontbriand advising to Schwartz License in vault not released waiting upon certification. Ms. Conley clarified the Tax Collector cannot clear Tax Title, Treasurer ensures clear.

3. 37 Willard Street-Ms Conley stating her concern re State Statute declaring 37 Willard Street a Nuisance must be delivered to property owner by Constable, which she read into record. Mr. Pontbriand advising to Town Counsel informing him it was acceptable to serve by Certified Mail. Ms. Conley requesting to have Town Counsel certify same.

4. Old Groton Road- Ms. Conley informed Board to Road plowed by two privately owned trucks during last storm no one saw Town trucks there, questioning if Town hired private contractor to plow the road. Chairman Luca stating not town trucks. Ms. Livingston stating probably neighborhood/friends helping out. Mr. Hillman reminding all that this should be ensure to be on the ~~too private roads on~~ May Agenda for the new board of 3 for re discussion on plowing of private roads. Mr. Fay stating Town Meeting voted to plow road back in 1960, plow it.

5. Dissemination of information- Ms. Conley stating her concern after going through enormous amount of emails per her Public Information request to the Town Administrator (2 boxes full) it being painfully apparent everyone isn't always communicated to and wants practice more diligently enforced. Everyone has the right to see all documentation. Chairman Luca stating that is why Board has Town Administrator to disseminate information. Mr. Fay suggesting Board goes back to reading file on counter. Ms. Livingston stating first Ms. Conley stated all information should go through the Town Administrator now stating just the opposite; waste of time and resources discussing emails again waste of Boards and voters time. Mr. Hillman stating he doesn't feel he is missing anything understands Pauline's concern, but everything is going through Robert he knows of. Ms. Conley stated topics she wanted on the agenda was emailed to Town Administrator and Chairman Luca responded, it never made it to rest of the Board that is what she is talking about. Mr. Pontbriand then expressed his apologies in misunderstanding her agenda request.

6. Selectmen's Meetings- Ms. Conley expressed her concern re common courtesy to ask all Board members if they can be available to meet especially for early 6:00p.m. Executive Sessions. Ms Livingston stated the Board discussed meeting at 6:00p.m. and stated as long as there is a quorum meeting can occur why nit-picking again, needs to stop. Chairman Luca agreeing if we have a quorum Board meetings for Executive session will be at 6:00p.m. Ms. Conley requesting to try to schedule meetings when everyone can be there, common courtesy. Mr. Hillman stating he does not take offense if Board meets without him when he cannot meet early. Mr. Fay stated he supports vote of Board.

9:40p.m. Ms. Livingston moved to adjourn the meeting, 2nd by Mr. Hillman VOTE: Unanimous, so moved.

9:40p.m. Meeting adjourned.