

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



Tuesday, March 4, 2014, 7:00pm

Executive Session Meeting Agenda

- 6:00pm      Call To Order in Open Session  
6:05pm      Executive Session Pursuant to MGL Chapter 30A, Section 21A, Exemption #3  
(Litigation Strategy) Litigation Strategy for *Bolduc Enterprises v. Town of Ayer*  
7:00pm      Adjournment from Executive Session for the Purposes of Convening in Open Session

Open Session Meeting Agenda

- 7:00pm      CALL TO ORDER: Review and Approve Agenda; Announcements
- Mar. 7, 2014, 5pm: Last day to take out nomination papers from the Town Clerk
  - Mar. 10, 2014, 5pm: Last day to return nomination papers to the Town Clerk
  - Mar. 18, 2014, 5:30pm -7:30pm 13th Annual "Taste of Nashoba Valley"
  - Mar. 20, 2014, 7pm: Curbside Working Group Public Input Meeting, Town Hall
- 7:05pm      PUBLIC INPUT
- 7:15pm      Review and Awarding of RFP for 76 Central Aye Land to Habitat for Humanity
- 7:30pm      Mr. Mark Wetzel - DPW Superintendent's Report
1. National Grid Request for Electric Pole Easement on Barnum Road
  2. FY 2015 Proposed Town Engineer Position
  3. Water Main Replacement/Water Main Improvements Update
- 8:00pm      Discussion on Truck Traffic on Sandy Pond Road (Selectman Hillman)
- 8:15pm      Town Administrator's Report
1. St. Mary's Church Request for One Day Beer/Wine License
  2. G. W. Archer, Inc. Mobil Req. to Amend Addendum - A of License to sell Wines & Malt
  3. Appointment of BOS Representative to the Water and Sewer Rate Committee
  4. Town Life Insurance Contract and Contribution Recommendation
  5. RFT for BOS Secretary FY 2014 Budget Account for Retirement Buyback \$8,140.80
  6. Town of Ayer Legal Update on Various Legal Matters and Town Counsel Budget
  7. DRAFT #1 of the Annual Town Meeting Warrant
  8. Recommendations for the Cover of the 2013 Annual Town Report
- 8:45pm      General Review and Discussion of the DRAFT FY 2015 Town Budget
- 9:15pm      Policy for the Remote Participation of Public Meetings
- 9:30pm      New Business / Selectmen's Questions
- March 2014 BOS Meeting Schedule (Selectman Luca)
  - JBOS Update (Selectman Luca)
  - Devens Excess Sewer Capacity Issue / Future Staffing of Bldg. Dept. (Selectman Hillman)
- 9:45pm      Approval of Meeting Minutes: Jan 21<sup>st</sup>; Feb. 4<sup>th</sup>; Feb. 18<sup>th</sup>, 2014  
10:00pm      Adjournment

**Town of Ayer**  
**Ayer Board of Selectmen**  
**Open Session Meeting Packet For**  
**Tuesday, March 4, 2014, 7pm**  
**1<sup>st</sup> Floor Meeting Room – Ayer Town Hall**

**AGENDA ITEM #1**

**7:00pm CALL TO ORDER: Review and Approve Agenda**

**Announcements**

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**AGENDA ITEM #2**

**7:05pm PUBLIC INPUT**

### **AGENDA ITEM #3**

#### **REVIEW and AWARDING of RFP for 76 Central Avenue Land to Habitat for Humanity**

- On February 21, 2014, the RFP for 76 Central Avenue officially closed after being advertised in accordance with MGL Chapter 30B in the Lowell Sun, Nashoba Public Spirit, the Town's web-site; and the Secretary of State's Central Register. Procurement compliance has been met.
- There was one proposal submitted by Habitat for Humanity of North Central Massachusetts (See Attached)
- Ms. Alicia Hersey of the Office of Economic and Community Development and the Town Administrator opened the RFP and reviewed it thoroughly.
- It is the recommendation of the Town Administrator that the Board of Selectmen vote to award the RFP to Habitat for Humanity North Central Massachusetts.
- Additionally, it is respectfully requested that the BOS authorize the Town Administrator to formally prepare the LIP Agreement and any other legally required instruments for the property transfer and project subject to review and approval by the BOS.



**Habitat**  
for Humanity®  
North Central Massachusetts



*Rcvd. 12:45 pm*  
*R.H.P.*

# AFFORDABLE HOUSING PROPOSAL

**76 Central Ave  
Ayer, MA**

## **Index of Documents in Order of Appearance**

**Cover Letter**

**Background of proposed builder including references**

**Newspaper articles regarding former Habitat/Ayer build**

**Organizational chart**

**Staff Job Descriptions**

**Development Proposal including draft timeline**

**Budget proposal for one or two units**

**Floor plans for duplex unit (if building only one, we would do half of the duplex)**

**Draft site plans**

**Commercial Loan Agreement (insuring Habitat's ability to fund the project)**

**Balance Sheet**

**Family Selection Policy**

**Home buyer application**

**Draft Fair Marketing plan**

**Disclosure of Beneficial Interests**

**Certificate of Non-Collusion**

**Tax Compliance Certification**

**Certificate of Insurance**



# Habitat for Humanity®

North Central Massachusetts

One Oak Hill Road • Fitchburg, MA 01420 • Tel: 978-348-2749  
office@ncmhabitat.org • www.ncmhabitat.org • Fax: 978-343-9386

February 5, 2014

Ms. Alicia Hersey  
Town of Ayer Planning  
1 Main St  
Ayer, MA 01432

Dear Ms. Hersey,

Attached please find a proposal from Habitat for Humanity North Central Massachusetts, Inc. outlining our plans to develop a single-family residence or a duplex with a condo association at 76 Central Ave, Ayer, should our proposal be accepted by the Town of Ayer.

Habitat for Humanity North Central Massachusetts (HFHNCM) is a 501c3 recognized non-profit in the Commonwealth of Massachusetts and operates under the umbrella brand of Habitat for Humanity International in Atlanta, GA. It has a 25 year history of building and renovating homes in our region for qualified families earning less than 80% of the Area Median Income. We have previously built a home on Shirley Rd in Ayer, enabling the residents of the area to help build and finance an opportunity for a low-income family to build their own house and to make Ayer their home.

HFHNCM has a local core paid staff that oversees operations, finances, volunteers and construction. Most of the building is done by volunteers under the supervision of a MA licensed contractor. In addition to the staff and volunteers, we seek paid or volunteer licensed subcontractors for the foundation, electrical, plumbing and heating work. These subcontractors are chosen through a bidding process.

I believe we are well-qualified to design, engineer and build a home for a qualified family or a duplex for two families that will be added to the Town of Ayer's Subsidized Housing Inventory. We will meet all the requirements set forth by the Department of Housing and Community Development for marketing the house and insuring that there is a Universal Deed Restriction placed on the property keeping it in the affordable market in perpetuity.



637 Lancaster Street (Route 117) • Leominster, MA 01453  
Tel: 978-227-5556 • Web: www.ReStoreNCM.org

Building Homes

Building Hope

Building Community

HFHNCM would be honored to have the opportunity to work with the Town of Ayer once again in a shared mission of providing simple, decent and affordable homes for families in need. Thank you for this opportunity to respond to your Request for Proposals.

Sincerely,



Maggie Monroe-Cassel  
Executive Director



637 Lancaster Street (Route 117) • Leominster, MA 01453  
Tel: 978-227-5556 • Web: [www.ReStoreNCM.org](http://www.ReStoreNCM.org)

**Building Homes**

**Building Hope**

**Building Community**

## **Background**

Habitat for Humanity North Central Massachusetts has built homes in partnership with donors and volunteers for nearly 30 families in our region covering the 25 towns and cities of north central Massachusetts. We have built in Acton, Ayer (please see attached a couple of the many newspaper articles about the success of that build), Ashburnham, Westminster, Fitchburg, Leominster, Gardner, Sterling, Lancaster and Hudson. We have also added accessibility functions to several homes in the region and done Neighborhood Revitalization Initiative projects in three locations. These latter projects are generally projects aimed at improving the appearance of a neighborhood. All of our projects are primarily built with volunteer labor under the supervision of a MA licensed construction manager. It takes approximately 4000 hours of volunteer labor to complete a new home. The selected families also volunteer labor as part of their sweat equity requirements as outlined in the Family Selection Policy.

### **As public entity references we provide:**

City of Fitchburg, Ryan McNutt, Director of Housing, 978-829-1896.

Town of Acton, Nancy Tavernier, Member of the Affordable Housing Trust, 978-263-9611.

### **Family Selection Process** (see Selection Policy, Application and Marketing plan attached)

Basic Habitat for Humanity qualifications for housing are three-fold:

1. **Need:** The family must demonstrate a need for decent housing determined by family size, the condition of current housing, family income too low for traditional mortgage options, condition and safety of the neighborhood.
2. **Ability to pay:** The qualified family income will be between 30-80% of the AMI as determined by 2014 HUD guidelines.
3. **Willingness to partner:** Sweat equity requirements for a two head of household family is 350 hours and 100 for a single head of household.

HFHNCM has a qualified family selection committee of people who have successfully identified our partner families. The selection process begins with two public meetings, one on a Saturday morning and one on a weekday evening, in a public venue accessible to all. At the meeting, the committee members go through a power point presentation explaining the partnership model of Habitat for Humanity, outlining the income guidelines, expectations to do sweat equity and responsibilities to pay back the mortgage. Habitat for Humanity mortgages are always 0% interest or what we call zero equivalent mortgages if we use an outside source for funding the mortgage. One option for an outside source is the USDA Rural Development mortgages. Ayer qualifies as a town that buyers can use these mortgages. In the qualification process, we will assess whether a family may be qualified for the USDA mortgage. If they are not, they would be offered a traditional 0% Habitat for Humanity mortgage. We hold the mortgages and as the home owners pay back the mortgage to Habitat, we are able to turn that funding into future homes.

Once an applicant has completed the application with all the necessary paperwork demonstrating their ability to pay, our financial reviewers (who are bankers) look over the application and determine whether the applicant falls within our guidelines. In this process, we must follow the same strict rules for offering mortgages that banks or credit unions are required to follow. Members of the family selection committee then visit the homes of all the people who have qualified financially. The purpose of the home visit is to determine the need for other housing. There are two visits made by two different sets of committee members so that an objective view is obtained. Need is determined based on the safety of the house, the condition of the house, the size of the family and the neighborhood the apartment is in. All applicants must be first time home buyer applicants by the HUD definition that they cannot have owned a home for at least three years.

Once the financial assessment and the home visits have been completed, the applicants are rated on an objective scale by the committee. Based on the committee's assessment and final determination for a home buyer, the applicant's name is taken to our board of directors for final confirmation.

We usually ask for a resident of the town in which we are building to serve on the Family Selection Committee for that home selection. Beyond that, we do not require that the town be involved in the process. We prefer that the town waive any requirement to hold a lottery. If we find equally qualified candidates, it would be Habitat's desire that we serve all of them, not just one whose name is drawn from a hat. We have other projects going on in other towns for which these applicants could be considered.

# It's a wonderful new life

Ayer's first Habitat for Humanity homeowner, Janice Cornier, is living out her dream of a wonderful life. On Saturday, Jan, 21, her new home at 22 Shirley St. was dedicated, for the second time.

Upon completion, the Habitat employees, volunteers and the new homeowner dedicate Habitat for Humanity homes.

On Nov. 19, the home was dedicated but without Janice Cornier present. Just days before the dedication, Janice had to fly to Indiana to be with relatives during the last days and death of Janice's mother. Though the joy of moving into her new home was overshadowed by sorrow, she is now settling in and the reality of owning her own house is a delight and a comfort to her. Yesterday's dedication, with Janice present, was a joyous occasion.

She asked with tears in her eyes, "How do you thank people for helping you to build your dream home?" Habitat employees, many volunteers and Janice worked for a year to build this home.

Many friends, family members and Habitat volunteers were present. Megan Foley, director of the Habitat for Humanity North Central Massachusetts affiliate led the ceremony, Mary Mullahy, chairperson of the family partner committee and founder of the HFHNCM affiliate led the group in prayer and presented Janice with a bible (which is the tradition of HFH in all their home dedications). Mike Jeans, HFHNCM board member, also attended and commented on how the house is now a home.

Several volunteers on the project were also there: Amanda Norton, co-chairperson; Crinny Savoie, volunteer coordinator/site host; David Bodurtha; Betsey Diskin, construction committee; and Sue DeBassio, family partner. Two other Habitat homeowners were there, showing their support, Wanda Belliveau of Littleton

Now that Janice and her youngest children, Pemando and Jessica, are living in their own home, it really is a wonderful life.

Without the help of so many people, the completion of the first Habitat for Humanity home in Ayer would not have come to fruition. Habitat for Humanity North Central Massachusetts and Janice Cornier thank the following people/companies: Frank Woods, construction supervisor, and his many volunteers Amanda Norton, co-chairperson; Heather Hanley, co-chairperson; Ginny Savoie, volunteer coordinator; David Bodurtha; Ken and Betsey Diskin; James Stephen; Conrad Donnell; Father Richard Gosselin and St. Mary Parish; Cains; Joe Kochan and Cargill/Horizon Milling; Community Preservation Committee; North Middlesex Savings Bank; Pinards Landscaping; Tom Gibbons and Associates; Ross and Associates; Gervais Ford; Rotary International; Dunkin' Donuts of Ayer; Steve Rogers and Epic Enterprises Inc. (Pepsi of Ayer); Peter Page and Mattress Giant; The Nashoba Club; McDonald's of Ayer; O'Naturals; Harvard Lanes; Shirley Boudreau (food coordinator); Mike Secley and the Evangelical Congregational Church of Harvard; Jennifer Fallen and Closets by Design; Sue Carison; Chariene Miller; Morian Plumbing and Heating; East Coast Electrical Contractors; Scott's Roofing Service; Daragh Keene/ A.F.K. Painting; Shaun Suhoski; Faye Morrison; Paul Bresnahan; Geotechnical Consultants Inc.; Laurie Sabol; Lora Haines; Craig Lauer; Virgil and Meg Bagdonas; Apple Valley Nursing Home; Ayer Police Department; Ayer Fire Department; Nashoba Publishing; Prudential Prime Property of Littleton; The Ayer Public Schools; Sorrento's of Harvard; Graphax; Custom Signs and Northeast Neon; Doug Becker Sue DeBassio (family partner); Paul and Joey DeBassio; and

the ceremony, Mary Mul-  
lahy, chairperson of the fami-  
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construction committee; and  
Sue DeBassio, family part-  
ner. Two other Habitat  
homeowners were there,  
showing their support,  
Wanda Belliveau of Littleton  
and Omayya Ishtiwi of Gard-  
ner.

The house was dedicated  
in the "It's a Wonderful Life"  
style with bread, salt and  
wine being presented to  
homeowner by family part-  
ner Sue DeBassio.

Congregational Church of  
Harvard; Jennifer Fallen and  
Closets by Design; Sue Cari-  
son; Chariene Miller; Morian  
Plumbing and Heating; East  
Coast Electrical Contractors;  
Scott's Roofing Service;  
Daragh Keene/ A.F.K. Paint-  
ing; Shaun Suhoski; Faye  
Morrison; Paul Bresnahan;  
Geotechnical Consultants  
Inc.; Laurie Sabol; Lora  
Haines; Craig Lauer; Virgil  
and Meg Bagdonas; Apple  
Valley Nursing Home; Ayer  
Police Department; Ayer Fire  
Department; Nashoba Pub-  
lishing; Prudential Prime  
Property of Littleton; The  
Ayer Public Schools; Sorren-  
to's of Harvard; Graphax;  
Custom Signs and Northeast  
Neon; Doug Becker Sue  
DeBassio (family partner);  
Paul and Joey DeBassio; and  
all the generous people/com-  
panies who donated gifts of  
money or raffle items.

**HABITAT FOR  
HUMANITY**  
North Central Mass.  
Fitchburg

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# The citizens of Ayer have much to be proud of

On behalf of the Board of Directors of Habitat for Humanity North Central Massachusetts, I want to thank the Town of Ayer and its officials for the wonderful assistance we've received for our house build on Shirley Street.

One of the earliest challenges we face for any of our projects is obtaining land upon which to build. In many ways, Habitat for Humanity is dependent upon the largess of the communities we serve. Ayer's help in finding a suitable lot and then having it donated, made the ultimate success of the project possible. We are also grateful to the town for waiving the fees, such as for sewer and water connections.

Many thanks to the Ayer Board of Selectmen, particularly Faye Morrison, chairman and Paul Bresnahan, for their active encouragement and confidence in

our project. We were pleased to have the Board of Selectmen's support and participation throughout.

And without the diligent and excellent work from the Office of Community and Economic Development — Shaun Suhoski and Tim Hansen especially — the Habitat for Humanity home in Ayer might still be a mere idea.

The citizens of Ayer have much to be proud of, and the way the town came together to make the Habitat for Humanity house on Shirley Street and home to the Cornier family is but one example.

**MEGAN FOLEY**  
Executive director  
Habitat for Humanity  
North Central Massachusetts

*Howard Hulbeck 3/3/06*

**2 Globe NorthWest**

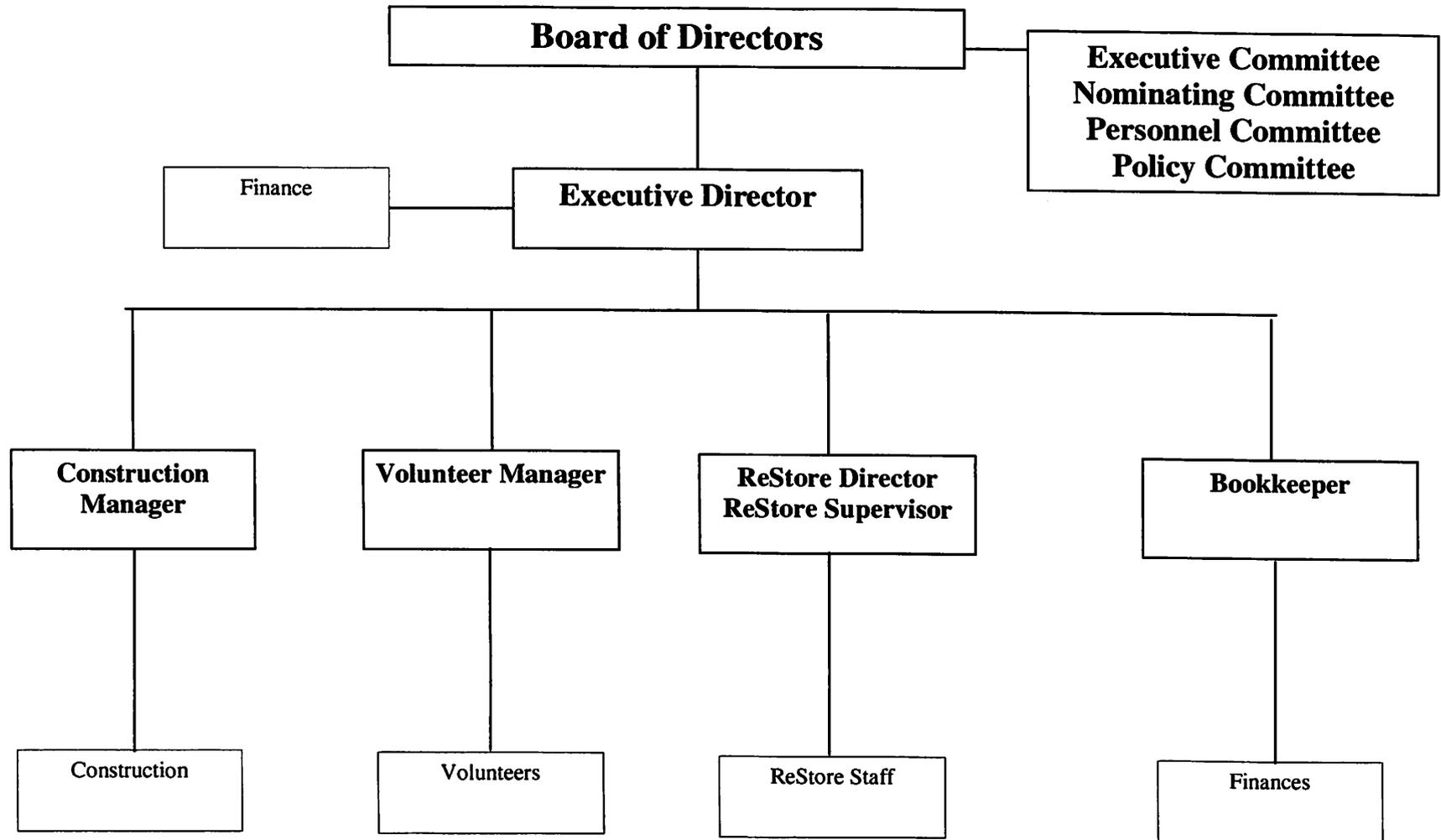
*Sunday 3/5/06*

## ACTON

**HABITAT FOR HUMANITY RECEIVES GRANT** — The Acton chapter of North Central Massachusetts Habitat for Humanity has received a \$30,000 matching grant for construction of a home in Acton. Stephen Steinberg, trustee of the Acton-based Steinberg-Lalli Foundation, pledged the money in memory of Joseph Lalli, a local schoolteacher and Steinberg's business partner, who believed that everyone should have the opportunity to own their own home. The grant will be provided after the Acton chapter has raised \$65,000 through other sources and acquired the land for the house; \$7,000 has been raised so far. The Acton chapter is seeking families to apply for a lottery for the planned home. An information session for people interested in applying will take place at 7 p.m. tomorrow at St. Matthew's Church, 435 Central St. For more details, call 978-348-2749. — *Sally Heaney*

ARLINGTON

# Habitat for Humanity North Central Mass Organizational Chart



### **Position Description: Executive Director**

#### **Overview:**

The Executive Director has the overall responsibility for the administration and management in accordance with the affiliate's mission statement, to achieve the goals of the board-approved Strategic Plan. The Executive Director reports to the Board of Directors and communicates the status of the affiliate through monthly meetings, written reports and conferences with the Board president.

#### **Key Responsibilities:**

##### **Administration**

- Manage affiliate operations in accordance with the principles of the HFHI/Affiliate Covenant, affiliate policies and the affiliate strategic plan.
- Ensure that HFHI requirements are met.
- Manage the development and implementation of long-range planning.
- Work with the Board to ensure that the affiliate has the resources to carry out its mission and goals.
- Lead staff, board and key volunteers in evaluating current programs and policies, and developing additional services to meet community needs.

##### **Financial Management**

- Generate an annual budget, in collaboration with department heads, that supports the construction and program objectives.
- Assure financial operations of the affiliate (e.g., accounts payable, accounts receivable, homeowner mortgage payments) are consistently executed in accordance with law and affiliate policy.

##### **Human Resources**

- Assure the hiring, training and retention of qualified staff.
- Work with staff members to achieve the affiliate's stated goals.
- Where possible, engage key volunteers for operational functions and incorporate their skills into the affiliate operations.

##### **Community and Government Relations**

- Initiate and maintain positive working relationships with municipal officials, public and private agencies and civic organizations that advance community engagement in housing issues in the affiliate's service region.
- Promote partnerships with public and private agencies and civic organizations that result in additional affordable housing opportunities.

##### **Public Relations and Communications**

- Represent the affiliate at public events.
- Ensure that affiliate personnel are engaged with the community through speaking engagements, representation at community events, engagement with chambers of commerce and other community resources.
- Publicize affiliate programs and activities via print and electronic publications, both internal and external.

##### **Development**

- Work closely with Development Director to identify potential individual donors, preserve current major donors and devise means to introduce Habitat to new supporters.
- Form collaborations with financial institutions to obtain funding through mortgage assignments and sponsorships, and to obtain temporary credit.

**Position Description: Executive Director**

- Ensure grant applications are prepared on time and required compliance reports are completed.

**Site Selection and Construction**

- Work with municipal officials and local residents to identify and acquire land for new construction and properties for rehabilitation.
- Respond to RFPs to acquire land; prepare LIP applications to obtain comprehensive permits.
- Manage real estate transactions.
- Work with Construction Manager to plan and coordinate the construction schedule and budget.

**Family Services**

- Work with Family Selection and Support Committees to coordinate process with Construction and Local Partner Committees
- Track status of mortgage payments. Implement consistent collection for delinquent mortgage payments. Obtain effective resources to provide delinquent owners with education and support to become successful owners.
- Manage house closings.

**ReStore Development**

- Work with the ReStore Director to ensure the success of the ReStore goals

# Habitat for Humanity NCM Position Description

**Title: Construction Manager**

**Reports to:** Executive Director

**FLSA Status:** Exempt

**Supervises:** Volunteers and  
staff AmeriCorps as applicable

**Job Description Approved:** \_\_\_mm-c\_\_\_ **Date:** \_\_\_\_\_

**Summary:** The CM is responsible for coordination and execution of all phases of construction or renovation of homes built by NCMHFH in partnership with selected families, other staff members and volunteers. The regular work week will be Tuesday through Saturday. Wednesday through Saturday will be active volunteer construction days. Tuesday will be a planning/office day.

## **Essential Duties and Responsibilities:**

### **Financial:**

- Responsible for oversight and management of construction expenses working within the established budget
- Responsible for developing a budget for each project, and building to that budget.
- Order and arrange for materials and sub-contractor services
- Maintain and promptly submit monthly expense records
- Coordinate with and keep the ED advised of any contracts or significant purchases of services or equipment

### **Administrative:**

- Obtain construction permits and arrange for necessary inspections, surveys, etc. in a timely fashion
- Track the progress of each construction project
- Attend meetings as needed or directed by ED
- Insure that the work site is safe and secure in order to minimize accidents and theft
- Submit safety and accident reports to the ED in a prompt manner
- Meet with partner families and advocates as needed throughout the build

### **Planning:**

## **Habitat for Humanity NCM Position Description**

**Title: Bookkeeper**

**Reports to: Executive Director**

**FLSA Status: Part time 14 hrs/wk (in the office 2 days/wk)  
Supervises:**

**Job Description Approved: mm-c Date: August 26, 2013**

**Summary:** This position is responsible to support the affiliate in the performance of financial and accounting functions including adhering to all internal controls; maintaining accounting systems and data; processing budgeted expenses; preparing payroll and other financial activities as requested by the Executive Director.

### **Essential Duties and Responsibilities:**

1. Assure appropriate Internal Controls are maintained
2. Record contribution income and other revenue; (e.g., grants, Restore); accounts payable, cash disbursements, and payroll
3. Work with the Construction Manager to assure that documentation for costs are properly procured, coded, entered into the accounting system and maintained
4. Perform all duties necessary to proper bookkeeping for the ReStore including preparing reports for the ReStore Director.
5. Perform account reconciliations
6. Prepare checks for accounts payable and payroll
7. Prepare grant reports (ie: SHOP, Capacity Building, HOME)
8. Prepare reports for necessary HFHI programs
9. Conduct revenue and expense reports for house builds and events
10. Support the annual audit performed by independent external auditors
11. Under the direction of the Executive Director, assure that the organization remains in compliance with all federal, state, and local financial regulations
12. Protect organization's value and individuals' privacy by maintaining confidentiality
13. Prepare monthly financials reports (Balance Sheet, P and L and cash flow)
14. Work with the ED to prepare budget and supporting documents
15. Other duties as required by business needs and requested by Executive Director, President and the Board of Directors

**Note:** This is a partial list of responsibilities related to this position; tasks and projects may be added to meet the needs of Habitat or as directed by the Executive Director.

**Minimum Requirements:**

Associates Degree in Accounting or equivalent work experience  
Four+ years experience in accounting  
Construction &/or mortgage experience helpful  
Team player  
PC proficiency including Microsoft Office Pro and QuickBooks  
Attention to detail, thoroughness, organized  
Commitment to affordable housing and the mission of Habitat

## **Volunteer Services**

### **Admin**

- Preparing volunteer position descriptions as needed
- Respond to all enquiries, encouraging use of Volunteer Up system for registration and self-scheduling
- Maintaining Volunteer Up – posting volunteer opportunities as they become available
- Coordinating construction schedule and volunteer needs with CM
- Maintaining Volunteer page(s) on website
- Using facebook page for volunteer recruitment and information needs
- Ensuring volunteer hours are posted in Volunteer Up
- Ensuring volunteer liability waiver forms are up to date and maintained in the HFHNCM office, at the ReStore and on the various construction sites
- Maintaining Volunteer Information areas at ReStore and in construction site trailer
- Funneling volunteers to ReStore – support store staff as needed
- Taking photographs of volunteers for posting on website and FB page (or arranging for photos to be taken)
- Ordering badges, distributing volunteer handbooks to regular volunteers
- Maintain communication and provide support to committee chairs (if other staff members are not)
- Ensuring board and committee members volunteer hours are recorded
- Provide day-to-day management of AmeriCorps program
- Ensure other office staff are aware of office volunteer scheduling
- Contribute to newsletter for volunteer related articles
- Overseeing arrangements for Care-A-Vanners and Collegiate Challenge (this could be done in coordination with volunteer support committee)
- Maintaining connection with Fitchburg State University Habitat Campus Chapter

### **Training**

- Arranging and carrying out trainings for site hosts and crew leaders, scheduling as needed
- Provide initial training and orientation to office volunteers

### **Knowledge, skills and abilities needed**

- Enthusiasm and strong customer service orientation
- Good organizational skills; detail oriented
- Ability to creatively match volunteers with opportunities
- Self-motivated, able to work independently with minimal supervision
- Ability to foster good working relationships with staff and volunteers, good team working skills

## **Development Proposal**

Habitat for Humanity North Central Massachusetts is proposing to build a two unit duplex. Please see the attached plans as well as the draft plot plan. Should the duplex not be approved, HFHNCM would build ½ of the duplex. It would be one simple Cape style home with three bedrooms and 1 ½ baths. One of the units is designed to be fully accessible on the first floor. Depending on the soil conditions, we may have to consider building on a slab. If we can, we will build a 4+’ crawl space with entrance only via a bulkhead with enough room for storage and for the mechanicals. Depending on cost and soil conditions, we may be able to put in a full basement.

Since each side of the duplex would be owner occupied, we will create a simple condo association document that will protect the commonly held land and any maintenance and insurance related to it. If we build only one unit, the owners would own the land as in a traditional sale.

The start date for our building schedule will be determined by our marketing plan that requires at least 60 of advertising prior to beginning the selection process. Once a family has been chosen, a permit for building either the duplex or a single family residence has been approved, and at least 50 % of the funds needed to complete the project have been pledged, we will commence the building.

HFHNCM is currently experimenting with purchasing panelized wall systems to speed up the start of our builds. If we find this to be successful in Fitchburg, we will use that technology in Ayer. The goal is to have the house(s) closed in by September and the homes finished by February 14, 2015, the anniversary of the founding of Ayer!

### **Proposed timeline:**

#### **Weeks One and Two**

Foundation will be excavated and footing and wall will be placed. Also the concrete floors will install. The site will be graded to sub grade so we can build home.

#### **Week Three and Four**

Unload truck framing material and build first floor deck on two units.

Unload panels off truck

Install wall panels and trusses.

Install roof on the two units

#### **Week Six**

**Interior walls and strapping**

**Rough in electrical**

**Week Seven and Eight and Nine**

**Installing 2" rigid foam insulation on the exterior wall of the house and install strapping 16" on center around the house**

**Installing windows and siding**

**Rough in plumbing**

**Week Ten**

**Interior insulation**

**Week Eleven and Twelve**

**Drywall**

**Week Thirteen**

**Prime all walls and paint first coat of wall paint**

**Week Fourteen and Fifteen**

**Install interior trim.**

**Week Sixteen**

**Final paint on walls and trim in both units**

**Week Seventeen**

**Final electrical and plumbing in both units**

**Week eighteen**

**Install cabinets in both units**

**Install Flooring in both units**

**Last week**

**Cleaning**

**Final inspection and punch list**

76 Central Ave, Ayer, MA	Two Units	One Unit
<b>USES OF FUNDS</b>		
Taxes	\$1,000	\$500
Cost of lot	\$0	\$0
Planning & Engineering, permits	\$10,000	\$10,000
Demo of old foundation	\$8,000	\$8,000
Site Improvements & Foundation	\$30,000	\$17,000
Site Facilities & Cleanup	\$5,632	\$2,816
Framing	\$28,953	\$14,477
Counters & Cabinets	\$7,298	\$3,649
Door & Closet Hardware	\$2,500	\$1,250
Electrical	\$16,998	\$8,499
Plumbing	\$21,732	\$10,866
HVAC	\$17,000	\$8,500
Windows & Doors	\$12,764	\$6,382
Exterior Veneer	\$6,252	\$3,126
Interior Trim	\$1,935	\$968
Floor covering	\$8,000	\$4,000
Porch Materials	\$1,900	\$950
Insulation & Drywall	\$15,100	\$7,550
Fees	\$1,000	\$500
Paint & Supplies	\$550	\$275
Bath Hardward	\$588	\$294
Roofing	\$7,928	\$3,964
Utilities	\$450	\$225
Misc	\$6,146	\$3,073
Landscaping	\$1,000	\$500
Appliances	\$1,500	\$750
Management	\$35,000	\$25,000
<b>TOTAL</b>	<b>\$249,226</b>	<b>\$143,113</b>



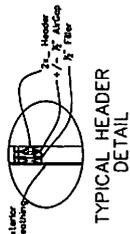
Window Schedule					
Label	Size	Qty.	R.O.	Manufacturer	Egress Opening
A1	36X24	4	1/2	Thermal	No
A2	36X24	2	1/2	Thermal	No
A3	36X24	6	1/2	Thermal	No
A4	36X24	2	1/2	Thermal	No
A5	36X24	2	1/2	Thermal	No

- ALL WINDOWS ARE FRAME THROUGH GLAZING
- INDICATES WINDOW WITH INSESS CODES FOR FIRE EVALUATION
- INDICATES WINDOW CONTAINS TINTED GLASS

Door Schedule					
Label	Size	Qty.	R.O.	Manufacturer	Remarks
D1	36X10	2	1/2	Thermal	1/2" Glaze
D2	36X10	2	1/2	Thermal	1/2" Glaze
D3	36X10	2	1/2	Thermal	1/2" Glaze
D4	36X10	2	1/2	Thermal	1/2" Glaze
D5	36X10	2	1/2	Thermal	1/2" Glaze
D6	36X10	2	1/2	Thermal	1/2" Glaze
D7	36X10	2	1/2	Thermal	1/2" Glaze
D8	36X10	2	1/2	Thermal	1/2" Glaze
D9	36X10	2	1/2	Thermal	1/2" Glaze
D10	36X10	2	1/2	Thermal	1/2" Glaze
D11	36X10	2	1/2	Thermal	1/2" Glaze
D12	36X10	2	1/2	Thermal	1/2" Glaze
D13	36X10	2	1/2	Thermal	1/2" Glaze
D14	36X10	2	1/2	Thermal	1/2" Glaze
D15	36X10	2	1/2	Thermal	1/2" Glaze
D16	36X10	2	1/2	Thermal	1/2" Glaze
D17	36X10	2	1/2	Thermal	1/2" Glaze
D18	36X10	2	1/2	Thermal	1/2" Glaze
D19	36X10	2	1/2	Thermal	1/2" Glaze
D20	36X10	2	1/2	Thermal	1/2" Glaze

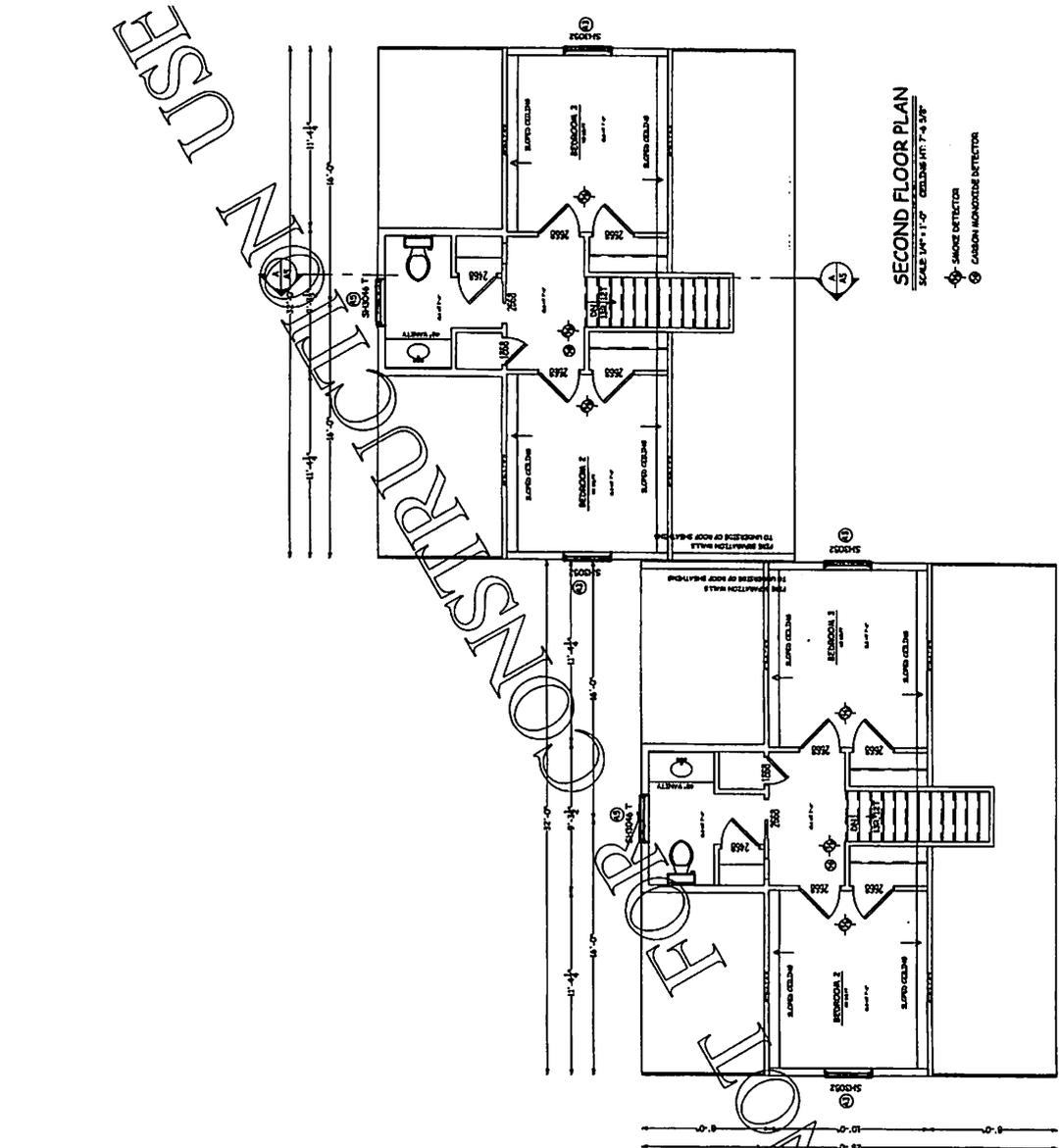
**HEADERS SCHEDULE:**

2M EXT. WALL & 2M INT. BEARING WALL  
 12" TO 4'-4" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER  
 4'-7" TO 8'-6" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER  
 8'-7" TO 12'-0" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER  
 12'-1" TO 16'-0" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER  
 16'-1" TO 20'-0" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER  
 20'-1" TO 24'-0" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER  
 24'-1" TO 28'-0" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER  
 28'-1" TO 32'-0" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER  
 32'-1" TO 36'-0" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER  
 36'-1" TO 40'-0" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER  
 40'-1" TO 44'-0" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER  
 44'-1" TO 48'-0" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER  
 48'-1" TO 52'-0" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER  
 52'-1" TO 56'-0" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER  
 56'-1" TO 60'-0" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER  
 60'-1" TO 64'-0" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER  
 64'-1" TO 68'-0" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER  
 68'-1" TO 72'-0" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER  
 72'-1" TO 76'-0" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER  
 76'-1" TO 80'-0" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER  
 80'-1" TO 84'-0" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER  
 84'-1" TO 88'-0" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER  
 88'-1" TO 92'-0" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER  
 92'-1" TO 96'-0" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER  
 96'-1" TO 100'-0" (3) 2M'S w/ (OPTIONAL) NON-STRUCTURAL FILLER



TYPICAL HEADER DETAIL

ALL HEADERS ARE TYPICAL UNLESS SPECIFICALLY NOTED OTHERWISE  
 IN FRAMING PLANS PROVIDED FOR CONSTRUCTION.



SECOND FLOOR PLAN  
 SCALE 1/4" = 1'-0"  
 COLUMNS HT. 7'-4 1/2"  
 - SMOKE DETECTOR  
 - CARBON MONOXIDE DETECTOR

PLAN NUMBER: 2660115  
S.D. 28/29/88 12:16:05 360 16.80

Sarah A. Adamson  
Bk. 12164 - Pg. 267

CENTRAL  
# 76  
AVE.

18663/143

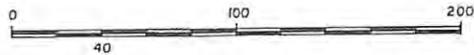
Alice A. Surrlette  
Bk. 7891 - Pg. 464

ASSESSORS  
MAP 27  
PARC. 58

Middlesex Registry of Deeds,  
Southern District  
Cambridge, Massachusetts  
Plan No. 1149 of 1988  
Rec'd 8-30 1988  
at 12:16 PM Doc No. 360  
Rec'd, Bk. 1930 Page 552



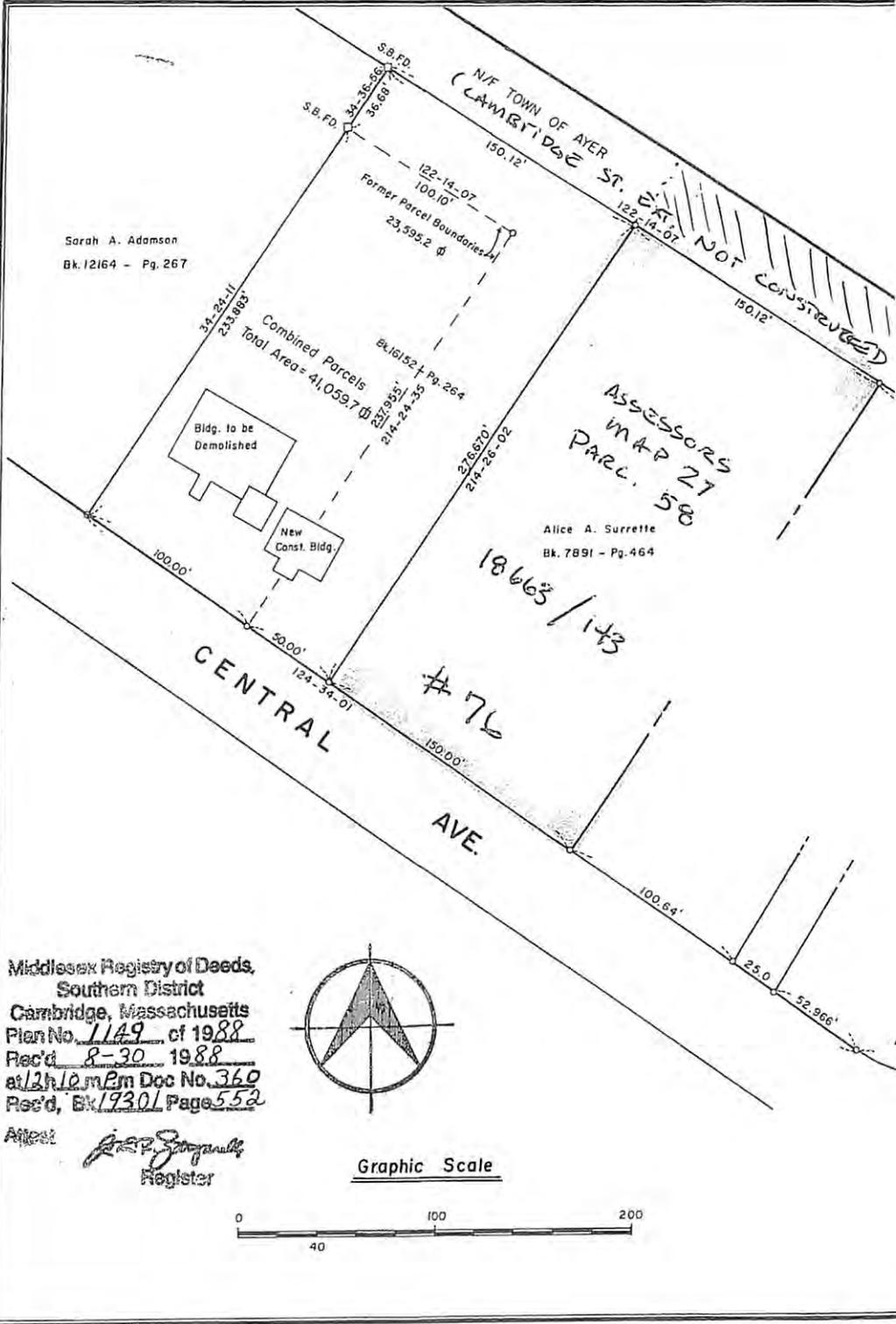
Graphic Scale



WM

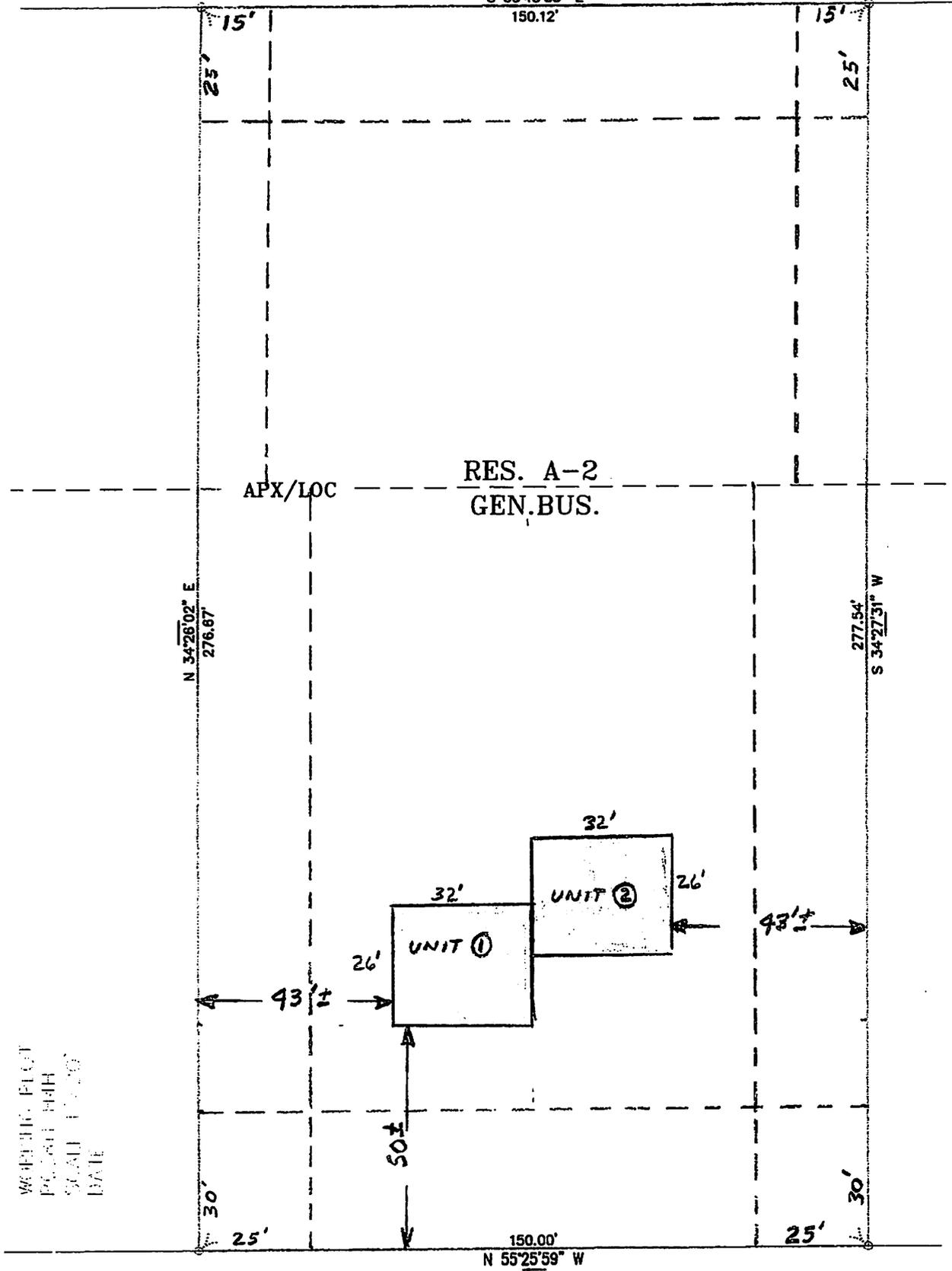
1M

1149



R-O-W

S 55°45'53" E  
150.12'



APX/LOC RES. A-2  
GEN. BUS.

N 34°28'02" E  
276.67'

277.54'  
S 34°27'31" W

150.00'  
N 55°25'59" W

CENTRAL ( PUBLIC ) AVE

WORKING PLOT  
PROJECT NAME  
SCALE 1"=100'  
DATE

**5.12 Regulations for Lot Area, Yards Set back, Building and Structure Heights**

District & Minimum Lot Area	Minimum Lot Frontage	Minimum Side	Yard Fr.	Dimension Rear	Stories Ft.	Building Height	% Building Coverage	Floor Area Ratio (FAR)	% Open Space
Residence A-1 40,000 s.f.	150 ft	15ft	35ft	30ft	2 ½	35ft	15%	None	80%
Residence A-2 12,000s.f. (1 family) 24,000s.f. (conversion of one family to two-family)	100ft	15ft	20ft	25ft	2 ½	35ft	25%	None	60%
General Residence (GR) 10,000s.f. plus 3,000 s.f. for each additional dwelling unit	100ft	10ft	20ft	25ft	2 ½	35ft	30%	None	50%
Downtown Business (DB) None 10,000s.f. for residential use	None	None Except 25ft where abuts a Residential District	None	None	3	40ft	75%	2.25	5%
General Business (GB) 15,000s.ft.	100ft	25 ft except 35ft where abuts a Residential District	30ft	20ft	3	35ft	60%	1.25	20%
Light Industry (L-I) 120,000s.f.	100ft	25ft Except 50ft where abutting a Res. Dist	25ft	30ft except for buildings thru block or to a RR siding	3	40ft	50%	1.25	30%
Heavy Industry (H-I) 30,000 s.f.	150ft	25ft Except 50ft where abutting a Res. Dist.	25ft	30ft except for buildings thru block or to a RR siding	3	40ft	50%	1.00	20%
Health Care Services District (HCS) 40,000 s.f	100'	20'*	30'	20'*	6	75'**	60%	0.45	40%

\*For each additional story added above the first story of the building, an additional rear and side yard setback distance will be added (as set forth in this table) to existing rear and side yard setbacks and the total will then be applied to all stories of this building

\*\*Park structures within the District will not exceed thirty feet (30') in height.

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	AGREEMENT DATE	INITIALS
1100049274	Habitat for Humanity North Central Massachusetts, Inc.		11/10/08	
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$150,000.00	Wall Street Journal Prime plus 1.000%	5.0%	Payable on Demand	Commercial
Creditor Use Only				

## COMMERCIAL LOAN AGREEMENT

Revolving Draw Loan

**DATE AND PARTIES.** The date of this Commercial Loan Agreement (Agreement) is November 10, 2008. The parties and their addresses are as follows:

**LENDER:**

**LEOMINSTER CREDIT UNION**  
20 Adams Street  
Leominster, Massachusetts 01453

**BORROWER:**

**HABITAT FOR HUMANITY, NORTH CENTRAL MASSACHUSETTS, INC.**  
a Massachusetts Corporation  
1 Oak Hill Road  
Fitchburg, Massachusetts 01420

**1. DEFINITIONS.** For the purposes of this Agreement, the following terms have the following meanings.

- A. Accounting Terms.** In this Agreement, any accounting terms that are not specifically defined will have their customary meanings under generally accepted accounting principles.
- B. Insiders.** Insiders include those defined as insiders by the United States Bankruptcy Code, as amended; or to the extent left undefined, include without limitation any officer, employee, stockholder or member, director, partner, or any immediate family member of any of the foregoing, or any person or entity which, directly or indirectly, controls, is controlled by or is under common control with me.
- C. Loan.** The Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.
- D. Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. Pronouns.** The pronouns "I", "me" and "my" refer to every Borrower signing this Agreement, individually or together. "You" and "your" refers to the Loan's lender.
- F. Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.

**2. ADVANCES.** Advances under this Agreement are made according to the following terms and conditions.

- A. Multiple Advances - Revolving.** In accordance with the terms of this Agreement and other Loan Documents, you will extend to me and I may from time to time borrow, repay, and reborrow, one or more advances. The amount of advances will not exceed \$150,000.00 (Principal).
- B. Requests for Advances.** My requests are a warranty that I am in compliance with all the Loan Documents. When required by you for a particular method of advance, my requests for an advance must specify the requested amount and the date and be accompanied with any agreements, documents, and instruments that you require for the Loan. Any payment by you of any check, share draft or other charge may, at your option, constitute an advance on the Loan to me. All advances will be made in United States dollars. I will indemnify you and hold you harmless for your reliance on any request for advances that you reasonably believe to be genuine. To the extent permitted by law, I will indemnify you and hold you harmless when the person making any request represents that I authorized this person to request an advance even when this person is unauthorized or this person's signature is not genuine.

I or anyone I authorize to act on my behalf may request advances by the following methods.

- C. Advance Limitations.** In addition to any other Loan conditions, requests for, and access to, advances are subject to the following limitations.
  - (1) **Obligatory Advances.** You will make all Loan advances subject to this Agreement's terms and conditions.
  - (2) **Advance Amount.** Subject to the terms and conditions contained in this Agreement, advances will be made in exactly the amount I request.
  - (3) **Disbursement of Advances.** On my fulfillment of this Agreement's terms and conditions, you will disburse the advance in any manner as you and I agree.
  - (4) **Credit Limit.** I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan to be greater than the Principal limit. You may, at your option, grant such a request without obligating yourselves to do so in the future. I will pay any over advances in addition to my regularly scheduled payments. I will repay any over advance by repaying you in full within 10 days after the overdraft occurs.
  - (5) **Records.** Your records will be conclusive evidence as to the amount of advances, the Loan's unpaid principal balances and the accrued interest.
- D. Conditions.** I will satisfy all of the following conditions before you either issue any promissory notes or make any advances under this Agreement.
  - (1) **No Default.** There has not been a default under this Agreement or any other Loan Documents nor would a default result from making the Loan or any advance.
  - (2) **Information.** You have received all documents, information, certifications and warranties as you may require, all properly executed, if appropriate, on forms acceptable to you. This includes, but is not limited to, the documents and other items listed in the Loan Checklist Report which is hereby incorporated by reference into this Agreement.
  - (3) **Inspections.** You have made all inspections that you consider necessary and are satisfied with this inspection.
  - (4) **Conditions and Covenants.** I will have performed and complied with all conditions required for an advance and all covenants in this Agreement and any other Loan Documents.
  - (5) **Warranties and Representations.** The warranties and representations contained in this Agreement are true and correct at the time of making the requested advance.
  - (6) **Financial Statements.** My most recent financial statements and other financial reports, delivered to you, are current, complete, true and accurate in all material respects and fairly represent my financial condition.
  - (7) **Bankruptcy Proceedings.** No proceeding under the United States Bankruptcy Code has been commenced by or against me or any of my affiliates.

**3. DEMAND.** I agree to fully repay the Loan on demand.

**B. Frequency.** Annually, I will provide to you my financial statements, tax returns, annual internal audit reports or those prepared by independent accountants as soon as available or at least within days after the close of each of my fiscal years. Any annual financial statements that I provide you will be reviewed statements.

**C. Requested Information.** I will provide you with any other information about my operations, financial affairs and condition within 10 days after your request.

**D. Additional Financial Statements Term.** DURING THE TERM OF THIS LOAN I WILL PROVIDE THE FOLLOWING INFORMATION WITHIN THE TIME FRAMES OUTLINED:

(1) ANNUAL REVIEWED FINANCIAL STATEMENTS DUE TO THE LENDER NO LATER THAN 75 DAYS FOLLOWING EACH FISCAL YEAR END.

**6. COVENANTS.** Until the Loan and all related debts, liabilities and obligations are paid and discharged, I will comply with the following terms, unless you waive compliance in writing.

**A. Participation.** I consent to you participating or syndicating the Loan and sharing any information that you decide is necessary about me and the Loan with the other participants or syndicators.

**B. Inspection.** Following your written request, I will immediately pay for all one-time and recurring out-of-pocket costs that are related to the inspection of my records, business or Property that secures the Loan. Upon reasonable notice, I will permit you or your agents to enter any of my premises and any location where my Property is located during regular business hours to do the following.

(1) You may inspect, audit, check, review and obtain copies from my books, records, journals, orders, receipts, and any correspondence and other business related data.

(2) You may discuss my affairs, finances and business with any one who provides you with evidence that they are a creditor of mine, the sufficiency of which will be subject to your sole discretion.

(3) You may inspect my Property, audit for the use and disposition of the Property's proceeds and proceeds of proceeds; or do whatever you decide is necessary to preserve and protect the Property and your interest in the Property.

After prior notice to me, you may discuss my financial condition and business operations with my independent accountants, if any, or my chief financial officer and I may be present during these discussions. As long as the Loan is outstanding, I will direct all of my accountants and auditors to permit you to examine my records in their possession and to make copies of these records. You will use your best efforts to maintain the confidentiality of the information you or your agents obtain, except you may provide your regulator, if any, with required information about my financial condition, operation and business or that of my parent, subsidiaries or affiliates.

**C. Business Requirements.** I will preserve and maintain my present existence and good standing in the jurisdiction where I am organized and all of my rights, privileges and franchises. I will do all that is needed or required to continue my business or activities as presently conducted, by obtaining licenses, permits and bonds everywhere I engage in business or activities or own, lease or locate my property. I will obtain your prior written consent before I cease my business or before I engage in any new line of business that is materially different from my present business.

**D. Compliance with Laws.** I will not violate any laws, regulations, rules, orders, judgments or decrees applicable to me or my Property, except for those which I challenge in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its appeal should I lose. Laws include without limitation the Federal Fair Labor Standards Act requirements for producing goods, the federal Employee Retirement Income Security Act of 1974's requirements for the establishment, funding and management of qualified deferred compensation plans for employees, health and safety laws, environmental laws, tax laws, licensing and permit laws. On your request, I will provide you with written evidence that I have fully and timely paid my taxes, assessments and other governmental charges levied or imposed on me, my income or profits and my property. Taxes include without limitation sales taxes, use taxes, personal property taxes, documentary stamp taxes, recordation taxes, franchise taxes, income taxes, withholding taxes, FICA taxes and unemployment taxes. I will adequately provide for the payment of these taxes, assessments and other charges that have accrued but are not yet due and payable.

**E. New Organizations.** I will obtain your written consent and any necessary changes to the Loan Documents before I organize or participate in the organization of any entity, merge into or consolidate with any one, permit any one else to merge into me, acquire all or substantially all of the assets of any one else or otherwise materially change my legal structure, management, ownership or financial condition.

**F. Other Liabilities.** I will not incur, assume or permit any debt evidenced by notes, bonds or similar obligations, except: debt in existence on the date of this Agreement and fully disclosed to you; debt subordinated in payment to you on conditions and terms acceptable to you; accounts payable incurred in the ordinary course of my business and paid under customary trade terms or contested in good faith with reserves satisfactory to you.

**G. Notice to You.** I will promptly notify you of any material change in my financial condition, of the occurrence of a default under the terms of this Agreement or any other Loan Document, or a default by me under any agreement between me and any third party which materially and adversely affects my property, operations, financial condition or business.

**H. Dispose of No Assets.** Without your prior written consent or as the Loan Documents permit, I will not sell, lease, assign, transfer, dispose of or otherwise distribute all or substantially all of my assets to any person other than in the ordinary course of business for the assets' depreciated book value or more.

**I. Insurance.** I will obtain and maintain insurance with insurers, in amounts and coverages that are acceptable to you and customary with industry practice. This may include without limitation insurance policies for public liability, fire, hazard and extended risk, workers compensation, and, at your request, business interruption and/or rent loss insurance. At your request, I will deliver to you certified copies of all of these insurance policies, binders or certificates. I will obtain and maintain a mortgagee or lender loss payee endorsement for you when these endorsements are available. I will immediately notify you of cancellation or termination of insurance. I will require all insurance policies to provide you with at least 10 days prior written notice to you of cancellation or modification. I consent to you using or disclosing information relative to any contract of insurance required by the Loan for the purpose of replacing this insurance. I also authorize my insurer and you to exchange all relevant information related to any contract of insurance required by any document executed as part of this Loan.

**J. Property Maintenance.** I will keep all tangible and intangible property that I consider necessary or useful in my business in good working condition by making all needed repairs, replacements and improvements and by making all rental, lease or other payments due on this property.

**K. Property Loss.** I will immediately notify you, and the insurance company when appropriate, of any material casualty, loss or depreciation to the Property or to my other property that affects my business.

**L. Additional Taxes.** I will pay all filing and recording costs and fees, including any recordation, documentary or transfer taxes or stamps, that are required to be paid with respect to this Loan and any Loan Documents.

## 7. INSURANCE.

**A. Flood Insurance.** Flood insurance is not required at this time. It may be required in the future should the property be included in an updated flood map.

**11. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Agreement may not be amended or modified by oral agreement. No amendment or modification of this Agreement is effective unless made in writing and executed by you and me. This Agreement and the other Loan Documents are the complete and final expression of the understanding between you and me. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**12. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

**13. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

**14. AGREEMENT TO ARBITRATE.** You or I may submit to binding arbitration any dispute, claim or other matter in question between or among you and me that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as you and I agree to in writing. For purposes of this section, this Transaction includes this Agreement and the other Loan Documents, and proposed loans or extensions of credit that relate to this Agreement. You or I will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

You and I must consent to arbitrate any Dispute concerning a debt secured by real estate at the time of the proposed arbitration. You may foreclose or exercise any powers of sale against real property securing a debt underlying any Dispute before, during or after any arbitration. You may also enforce a debt secured by this real property and underlying the Dispute before, during or after any arbitration.

You or I may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to you or me; or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

You and I acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among you and me involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Agreement, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Agreement or another writing.

**15. WAIVER OF TRIAL FOR ARBITRATION.** You and I understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, you and I voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

**16. WAIVER OF JURY TRIAL.** If the parties do not opt for arbitration, then all of the parties to this Agreement knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Agreement or any other Loan Document or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

**17. SIGNATURES.** By signing under seal, I agree to the terms contained in this Agreement. I also acknowledge receipt of a copy of this Agreement.

**BORROWER:**

Habitat for Humanity North Central Massachusetts, Inc.

By *Carlton Finch* (Seal)  
Carlton Finch, Assistant Treasurer

**LENDER:**

Leominster Credit Union

By *D. R. O'Connell* (Seal)

*DONALD R. O'CONNOR*  
Print Name & Title *VICE-PRESIDENT*

**HABITAT FOR HUMANITY N. CENTRAL MA**  
**Balance Sheet**  
**As of December 31, 2013**

	<b>Dec 31, 13</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1000 · CASH - LCU CHECKING	26,920
1050 · CASH - LCU MONEY MARKET	2,951
1080 · CASH - ROLLSTONE BANK	18,188
1115 · RESTORE CASH DRAWER	243
<b>Total Checking/Savings</b>	48,302
<b>Accounts Receivable</b>	
1200 · Mortgage Receivable	710,453
1280 · MORTGAGE DISCOUNT	(47,933)
1284 · ACCOUNTS RECEIVABLE	591
<b>Total Accounts Receivable</b>	663,111
<b>Other Current Assets</b>	
1285 · PLEDGE RECEIVABLE	13,880
1286 · ALLOWANCE FOR PLEDGE RECEIVABLE	(4,650)
1300 · PREPAID EXPENSES	257
1400 · INVENTORY - RESTORE	14,688
1500 · HOUSES UNDER CONSTRUCTION	79,058
<b>Total Other Current Assets</b>	103,232
<b>Total Current Assets</b>	814,645
<b>Fixed Assets</b>	
1605 · EQUIPMENT - VEHICLES	12,065
1610 · EQUIPMENT - TOOLS & FIELD EQUIP	59,963
1620 · EQUIPMENT - OFFICE	17,216
1630 · EQUIPMENT - STORAGE CONTAINERS	7,089
1632 · LEASEHOLD IMPROVEMENTS	23,491
1638 · ACCUM AMORT LEASEHOLD IMPROVEME	(1,154)
1650 · ACCUMULATED DEPRECIATION	(51,320)
<b>Total Fixed Assets</b>	67,350
<b>Other Assets</b>	
1271 · Mortgage rec - Silent Second	60,000
<b>Total Other Assets</b>	60,000
<b>TOTAL ASSETS</b>	<b>941,996</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2100 · ACCOUNTS PAYABLE	2,976

1:44 PM

01/27/14

Accrual Basis

**HABITAT FOR HUMANITY N. CENTRAL MA**  
**Balance Sheet**  
**As of December 31, 2013**

	<u>Dec 31, 13</u>
<b>Total Accounts Payable</b>	2,976
<b>Other Current Liabilities</b>	
2300 · UNREDEEMED RESTORE CARDS	1,348
2400 · LCU LINE OF CREDIT	85,000
2402 · SALES TAX LIABILITY	671
2420 · ACCRUED EXPENSES	8,680
2425 · OTHER LIABILITIES	1,050
2459 · TRUCK LOAN LCU	10,800
<b>Total Other Current Liabilities</b>	<u>107,549</u>
<b>Total Current Liabilities</b>	110,525
<b>Long Term Liabilities</b>	
2455 · ARC OF OPPORTUNITY LOAN	120,000
<b>Total Long Term Liabilities</b>	<u>120,000</u>
<b>Total Liabilities</b>	230,525
<b>Equity</b>	
3500 · TEMP RESTRICTED NET ASSETS	142,786
3900 · UNRESTRICTED NET ASSETS	669,676
Net Income	<u>(100,992)</u>
<b>Total Equity</b>	<u>711,471</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>941,996</u></u>

**Family Selection Policy**  
**(Reviewed and Approved by Board of Directors**  
**November 22, 2010)**

**In considering applications of prospective partner homeowners, the following criteria govern:**

**In order to qualify for a Habitat mortgage, the Applicant(s) must:**

**1. Be a first-time homebuyer.** The MA Department of Housing and Community Development (DHCD) includes in this category “an individual or household of which no household member has had an ownership interest in a principal residence at any time during the 3-year period prior to the application date.”

Exception: Excluded from first-time homebuyer requirement is any individual who is a displaced homemaker (as defined by DHCD)

**2. Have a HOUSING NEED such as:**

- **Substandard, not meeting health and safety codes. (electricity/plumbing not up to code, heat going out through window., etc)**
- **Overcrowded/not enough room (including children of opposite sex over 7 yrs. old in same bedroom)**
- **Unsafe dwelling or neighborhood**
- **Housing that does not accommodate a disability**
- **Temporary housing**

Evidenced initially by need cited on application and subsequently by observation during home visits made by committee members

**3. Have a FINANCIAL NEED, based on Habitat Income Guidelines (attached)**

Having income between 30-60% of Leominster/Fitchburg area median income, based on latest available HUD figures, documented through employment, public assistance, and bank verifications. Thus, income too low to qualify for conventional mortgage, even special mortgage packages for first time buyers with low down payment.

**4. Meet ABILITY TO PAY criteria:**

- **Current steady income with reasonable expectation that it will be maintained during the next 24 months** documented by past and present employer verification and/or public assistance verification
- **Past debts handled appropriately (Paid in a timely fashion? Write-offs or charge-offs?)** documented by credit report
- **Manageable current long term debt** documented by credit report and current bills

- **Record of paying current bills on time (Do bills accumulate for several months before being paid? Are there past due balances on current bills?)** documented by current bills and landlord report
- **Bankruptcy: must have been discharged for a minimum of one year and a positive credit history must have been re-established before an application will be considered** documented by bankruptcy discharge papers, credit report
- **Projected housing costs would be less than 33% of gross income**  
**Total long-term debt would be less than 40% of gross income**

**5. Meet WILLINGNESS TO PARTNER criteria, based on:**

- **Completion of application**
- **Cooperation with Committee re: application intake process, home visit scheduling**
- **Evidence of understanding HFH partnership philosophy and the partner homeowner's responsibility. This includes participation in educational sessions on homeownership, budgeting, financial planning, etc.**
- **Expressed interest in partnering in responses during interviews at home visits**
- **Willingness to do "sweat equity": work on own home or another home; office work, etc. 300 hours for single applicant; 500 hours when two adults apply**

**6. Live or work in one of the twenty-five (25) towns/cities served by our Affiliate as documented by landlord or employer verification.**

**7. Be a U.S. citizen** evidenced by a birth certificate or citizenship papers **OR** **have documented legal status as a permanent resident alien** evidenced by Green Card

*Note: above criteria should be looked at in total: paying current bills, landlord report, etc. Failure to meet one criterion does not necessarily disqualify an application.*

**8. Other Considerations**

A. **Refusal of a Home.** Any applicant refusing a designated Habitat house may be considered for another house if they continue to meet HFHNCM requirements for home ownership. However they may not be re-eligible for one year.

B. **Closed File.** If a family's application process is terminated by the selection committee, then the applicant must wait twelve (12) months before starting a new application process.

C. **Family Makeup.** If changes in the family makeup occur in any manner before the mortgage closing, then the entire application file will be reviewed by the Family Selection Committee to determine the family's eligibility for a home at that current time.

**9. Confidentiality**

NCM Habitat for Humanity  
Family Selection Policy  
November 24, 2010

All members and volunteers of HFHNCM shall maintain the confidentiality of applicants (confidentiality forms will be signed by all volunteers). Information about applicants shall not be released except as authorized by the applicant.

#### **10. Partnership Agreement**

After approval by the Board and notification of selection in writing, each approved applicant and co-applicant will be required to read and sign a "Partnership Agreement". This agreement will include statements and requirements about, but not limited to, the following: 1) down payment amount and payment plan; 2) sweat equity requirement and limitations; 3) homebuyer education workshops; 4) house construction provisions; 5) partnership expectations; 6) statement regarding termination or postponement of status as a partner family. The Partnership Agreement will be signed by the prospective homeowner(s), the President of the Board, and the Executive Director.





# Application FOR HOUSING

We are pledged to the letter and spirit of US policy for the achievement of equal housing opportunity throughout the nation, where there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, or national origin.

Dear Applicant: Please fill out the application as completely and accurately as possible. Complete and accurate information enables Habitat for Humanity to determine your need for a house and your ability to pay for a house. All information you provide will be kept confidential. We want to understand your situation: Wherever additional space is needed, please continue on a separate piece of paper.

APPLICANT	CO-APPLICANT
Name _____ Street _____ Address _____	Name _____ Street _____ Address _____
City _____ Zip _____	City _____ Zip _____
Date of Birth _____	Date of Birth _____
Home Phone _____ Cell Phone _____	Home Phone _____ Cell Phone _____
E-mail address _____	E-mail address _____
<input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Unmarried (single, divorced, widowed)	<input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Unmarried (single, divorced, widowed)

**Dependents** (who will live with you in the Habitat house)

Name	Date of Birth	Age	M/F	Name	Date of Birth	Age	M/F
1. _____	_____	___	___	4. _____	_____	___	___
2. _____	_____	___	___	5. _____	_____	___	___
3. _____	_____	___	___	6. _____	_____	___	___

### WILLINGNESS TO PARTNER

To be considered for a Habitat home, you and your family must be willing to complete a certain number of "sweat equity" hours. Your help in building your home and the homes of others is called "sweat equity" and may include clearing the lot, planting, helping with construction, working in the Habitat office, or other approved activities. 200 hours are required of a single applicant, 350 from two applicants.

### I AM WILLING TO COMPLETE THE REQUIRED SWEAT EQUITY HOURS

Applicant <input type="checkbox"/> Yes <input type="checkbox"/> No _____ (Signature)	Co-applicant <input type="checkbox"/> Yes <input type="checkbox"/> No _____ (Signature)
---	--

### PREVIOUS APPLICATIONS

Have you ever applied for a Habitat House Before?  Yes  No

If "Yes," When: \_\_\_\_\_ Where: \_\_\_\_\_

**RESIDENCE HISTORY**

**Applicant**

**Co-Applicant**

Number of Years at Current Address \_\_\_\_\_

Current Landlord's Name \_\_\_\_\_

Landlord's Mail Address \_\_\_\_\_

Phone \_\_\_\_\_

Number of Years at Current Address \_\_\_\_\_

Current Landlord's Name \_\_\_\_\_

Landlord's Mail Address \_\_\_\_\_

Phone \_\_\_\_\_

**Prior Address**                      Number of Years \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

Prior Landlord's Name \_\_\_\_\_

Prior Landlord's Mail Address \_\_\_\_\_

Phone \_\_\_\_\_

**Prior Address**                      Number of Years \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

Prior Landlord's Name \_\_\_\_\_

Prior Landlord's Mail Address \_\_\_\_\_

Phone \_\_\_\_\_

**IF YOU HAVE LIVED AT THESE TWO ADDRESSES LESS THAN 2 YEARS, PLEASE PROVIDE THE NAME, ADDRESS, AND PHONE NUMBER OF FORMER LANDLORDS ON A SEPARATE SHEET.**

**Has the Applicant/Co-applicant owned a home in the last 3 years?    Yes \_\_\_\_\_ No \_\_\_\_\_**

**If Yes, please explain.    Use additional page if needed.**

**PRESENT HOUSING CONDITIONS**

Number of Bedrooms \_\_\_\_\_    Number of Bathrooms \_\_\_\_\_    Total number of rooms \_\_\_\_\_

**PLEASE SUPPLY A COPY OF YOUR LEASE OR A COPY OF A MONEY ORDER RECEIPT OR CANCELLED RENT CHECK**

**Describe the condition of the house or apartment where you live.    Why do you need a Habitat home?    Attach additional page if needed.**

## COMBINED MONTHLY EXPENSES

	Column 1 Applicant	Column 1 Co-Applicant		Column 2 Applicant	Column 2 Co-Applicant
Rent	\$	\$	Car Payment	\$	\$
Savings Deposit	\$	\$	Child Care	\$	\$
Heating Fuel *	\$	\$	School Expenses	\$	\$
Electric *	\$	\$	Job Related Expenses	\$	\$
Phone: Cell *	\$	\$	Average Credit Card Payment *	\$	\$
Home *	\$	\$			
Internet + Cable *	\$	\$	Student Loan	\$	\$
			Alimony You Pay	\$	\$
Insurance: Auto *	\$	\$	Child Support You Pay	\$	\$
Health *	\$	\$			
Other *	\$	\$			
<b>Total column #1</b>	<b>\$</b>	<b>\$</b>	<b>Total column #2</b>	<b>\$</b>	<b>\$</b>

**PLEASE ATTACH COPIES OF LAST MONTH'S BILL FOR STARRED ITEMS ABOVE.**

Total for Applicant = \$ _____ Column1+Column2	Total for Co-Applicant = \$ _____ Column1 + Column2
---	--

**Total Monthly Expenses (Applicant + Co-Applicant) = \$ \_\_\_\_\_**

## ASSETS: Checking and Savings Accounts

1. Name & Address of Bank, Savings & Loan, or Credit Union Bank Name _____ Bank Address _____ _____ <b>Type of account:</b> ___Checking ___Savings Name(s) of Account Holder(s) _____ Balance _____	3. Name & Address of Bank, Savings & Loan, or Credit Union Bank Name _____ Bank Address _____ _____ <b>Type of account:</b> ___Checking ___Savings Name(s) of Account Holder(s) _____ Balance _____
2. Name & Address of Bank, Savings & Loan, or Credit Union Bank Name _____ Bank Address _____ _____ <b>Type of account:</b> ___Checking ___Savings Name(s) of Account Holder(s) _____ Balance _____	4. Name & Address of Bank, Savings & Loan, or Credit Union Bank Name _____ Bank Address _____ _____ <b>Type of account:</b> ___Checking ___Savings Name(s) of Account Holder(s) _____ Balance _____

<b>ASSETS not held in bank accounts (Cash, stocks, etc.):</b> Please list asset and amount			
Asset	Amount	Asset	Amount
_____	\$ _____	_____	\$ _____
<b>Automobile</b>		<b>Automobile</b>	
Car #1: Make and year _____		Car #2: Make and year _____	
Is this car completely paid for? <input type="checkbox"/> Yes <input type="checkbox"/> No		Is this car completely paid for? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>If NO:</b>		<b>If NO:</b>	
Monthly payment _____ Months remaining _____		Monthly payment _____ Months remaining _____	

<b>DEBT: To Whom Do You and the Co-Applicant Owe Money?</b>			
1. Name of Company/Person _____	Unpaid Balance \$ _____	Monthly Payment \$ _____	Months Left to Pay _____
Address _____			
Whose debt is this? <input type="checkbox"/> Applicant <input type="checkbox"/> Co-Applicant			
2. Name of Company/Person _____	Unpaid Balance \$ _____	Monthly Payment \$ _____	Months Left to Pay _____
Address _____			
Whose debt is this? <input type="checkbox"/> Applicant <input type="checkbox"/> Co-Applicant			
3. Name of Company/Person _____	Unpaid Balance \$ _____	Monthly Payment \$ _____	Months Left to Pay _____
Address _____			
Whose debt is this? <input type="checkbox"/> Applicant <input type="checkbox"/> Co-Applicant			
4. Name of Company/Person _____	Unpaid Balance \$ _____	Monthly Payment \$ _____	Months Left to Pay _____
Address _____			
Whose debt is this? <input type="checkbox"/> Applicant <input type="checkbox"/> Co-Applicant			
5. Name of Company/Person _____	Unpaid Balance \$ _____	Monthly Payment \$ _____	Months Left to Pay _____
Address _____			
Whose debt is this? <input type="checkbox"/> Applicant <input type="checkbox"/> Co-Applicant			
<b>Total <u>Monthly</u> Debt Payments (Add all the above)    \$ _____</b>			

Alimony/Child Support you owe but are not currently paying: Total owed \$ _____
Other debts you owe but are not currently paying: List below:
_____ Total owed \$ _____
_____ Total owed \$ _____
_____ Total owed \$ _____

### MONTHLY INCOME

Income (Monthly)	Applicant	Co-Applicant	Others in Household 18 & Over
Base Employment Income	\$	\$	\$
Regular overtime income	\$	\$	\$
TAFDC/EAEDC	\$	\$	\$
Food Stamps	\$	\$	\$
Fuel Assistance	\$	\$	\$
Social Security	\$	\$	\$
SSI	\$	\$	\$
Disability	\$	\$	\$
Alimony You Receive*	\$	\$	\$
Child Support You Receive**	\$	\$	\$
Other _____ _____	\$	\$	\$
<b>Total Monthly Income</b>	\$	\$	\$

PLEASE ATTACH THE 2 MOST CURRENT PAY STUBS, LAST 3 YEARS' INCOME TAX RETURNS, AND LAST TWO BANK STATEMENTS FOR APPLICANT AND FOR CO-APPLICANT

\*Alimony court ordered?  
 Yes  No  
 Regularly received?  
 Yes  No

\*\*Child Support court ordered?  
 Yes  No  
 Regularly received?  
 Yes  No

### EMPLOYMENT INFORMATION

Applicant	Co-Applicant
<p><b>Current Employment</b></p> <p>Employer _____ Phone _____</p> <p>Supervisor _____</p> <p>Street Address _____</p> <p>City _____ Zip _____</p> <p>Your position _____</p> <p>Years on this job _____</p> <p>Wages (gross: before deductions): \$ _____</p> <p>Check one: <input type="checkbox"/> weekly <input type="checkbox"/> every two weeks <input type="checkbox"/> twice/month</p>	<p><b>Current Employment</b></p> <p>Employer _____ Phone _____</p> <p>Supervisor _____</p> <p>Street Address _____</p> <p>City _____ Zip _____</p> <p>Your position _____</p> <p>Years on this job _____</p> <p>Wages (gross: before deductions): \$ _____</p> <p>Check one: <input type="checkbox"/> weekly <input type="checkbox"/> every two weeks <input type="checkbox"/> twice/month</p>
<p><b>Previous Employment</b></p> <p>Employer _____ Phone _____</p> <p>Supervisor _____</p> <p>Street Address _____</p> <p>City _____ Zip _____</p> <p>Your position _____</p> <p>Years on this job _____</p> <p>Wages (gross: before deductions): \$ _____</p> <p>Check one: <input type="checkbox"/> weekly <input type="checkbox"/> every two weeks <input type="checkbox"/> twice/month</p>	<p><b>Previous Employment</b></p> <p>Employer _____ Phone _____</p> <p>Supervisor _____</p> <p>Street Address _____</p> <p>City _____ Zip _____</p> <p>Your position _____</p> <p>Years on this job _____</p> <p>Wages (gross: before deductions): \$ _____</p> <p>Check one: <input type="checkbox"/> weekly <input type="checkbox"/> every two weeks <input type="checkbox"/> twice/month</p>

**DECLARATIONS:**

**Check box that answer the following for you and the Co-Applicant:**

- |  | <b>Applicant</b>   | <b>Co-Applicant</b>                                      |
|--|--|--|
| a. Do you have any debt because of a court decision against you? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| b. Have you been declared bankrupt within the past 7 years?      | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| c. Have you had property foreclosed on in the last 7 years?      | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| d. Are you currently involved in a lawsuit?                      | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| e. Are you paying alimony or child support?                      | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| f. Are you a U.S. citizen?                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| g. Are you a permanent resident alien?                           | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Answering "yes" to questions (a) through (e) does not automatically disqualify you. If you answered "yes" to any question (a) through (e), however, please explain on a separate sheet of paper.

**LEGAL NAME(S)**

If you are approved for a Habitat home, how should your name(s) appear on the legal documents?

\_\_\_\_\_ Applicant

\_\_\_\_\_ Co-Applicant

**REMINDER OF ATTACHMENTS NEEDED**

- \_\_\_ Copy of previous three years' IRS 1040 or 1040EZ tax returns for applicant and co-applicant (unless you filed a joint return) -- Include W-2's
- \_\_\_ Copies of two most current pay stubs for each working person
- \_\_\_ Copies of last month's bills (electric, heat, phone, cable, insurance)
- \_\_\_ Copies of last two complete bank statements
- \_\_\_ Copy of your lease OR \_\_\_ Copy of cancelled rent check (front & back) or money order receipt
- \_\_\_ Verification of public assistance and other income.

**Be sure to bring: Picture ID of each Applicant \$15.00 cash or check for each applicant for processing fee.**

**AUTHORIZATION AND RELEASE**

I understand that by filing this application, I am authorizing Habitat for Humanity to evaluate my actual need for a Habitat home, my ability to repay the no-interest loan and other expenses of home ownership and my willingness to be a partner family. I understand that the evaluation will include personal visits, a credit check, and employment verification. I have answered all the questions on this application truthfully. I understand that if I have not answered the questions truthfully, my application may be denied, and that even if I have already been selected to receive a Habitat home, I may be disqualified from the program. The original or a copy of this application will be retained by Habitat for Humanity even if the application is not approved.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Print Applicant Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Address

\_\_\_\_\_  
Co-Applicant Address

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Print Co-Applicant Name

\_\_\_\_\_  
Date

**MARKETING PLAN**  
for the  
**Ayer/Habitat**  
**AFFORDABLE HOUSING PROJECT**  
at  
**76 Central Ave, Ayer, MA**

**PURPOSE OF THE MARKETING PLAN**

This plan serves as the Marketing Plan for the Central Ave/Ayer Habitat for Humanity North Central Massachusetts'(HFHNCM) project.

Prior to project implementation and marketing or otherwise making the unit available for sale, this plan will be:

- reviewed by the HFHNCM Family Selection Committee;
- approved by the HFHNCM Board of Directors;
- approved by the Ayer Board of Selectmen as part of approving the project's LIP application;
- approved by DHCD.

**THE PROJECT**

**THE HABITAT MODEL** – To best understand the Ayer/Habitat Affordable Housing Project, a short review of Habitat's purpose and practices are provided. The Habitat mission is to create good homes in good communities by working in continuing partnership with households in need of adequate shelter and committed and able to become homeowners.

HFHNCM is a self-supporting, self-directed 501(c)(3) affiliate of Habitat for Humanity International, an ecumenical Christian housing ministry. As such, it is responsible for implementation of the organization's mission to identify and focus resources from within the 25 towns and cities in the HFHNCM service area to end poverty housing by increasing the availability of affordable shelter. Working with donated funding, materials and labor, HFHNCM sells simple, decent homes to qualified buyers at a price based on each individual buyer's income and provides no-interest financing. Various methods are used to ensure the long-term affordability of its homes.

How HFHNCM builds its homes is as important to its success as what it builds. An important element of its activities is the creation and strengthening of a locale's various populations. Uniting individuals, small groups and larger organizations under a common purpose yields tangible benefits to their neighborhoods and larger communities.

Once buyers for a HFHNCM home are selected, they are required to participate in the Family Partnership program, completing sweat equity obligations, helping to build their own homes and

learning homeownership skill, and otherwise agreeing to support the goals of the Habitat mission.

The nature of Habitat Family Partnership is long-term, often helping households through periods of hardship that would likely scuttle more conventional financing arrangements and leading a 1998 HUD report to describe Habitat as “one of the most successful homeownership programs for low-income families.”

**MARKETING AND OUTREACH EFFORTS**

A marketing plan for an affordable housing sale demonstrates and ensures that Fair Housing regulations are upheld and that the units are made available to a wide audience of qualified people.

In general, the plan includes sending letters and flyers to local preference groups, minority groups and community organizations, notices to website publications and advertisements to newspapers and periodicals. The Project will be advertised throughout the HFHNCM and neighboring affiliates’ service areas with special emphasis given to Ayer and the surrounding towns.

<b>Outlet</b>	<b>Media Type</b>
Local Newspapers: i.e. Sentinel and Enterprise and weekly papers	Press Release
Local Housing Committees & Authorities	Letter & Flyer
Ayer Town Employees	Letter & Flyer
Veterans Agencies	Letter & Flyer
Legal Service Providers	Letter & Flyer
CHAPA	Letter & Flyer & Register Online
Communities of Faith	Letter & Flyer
YWCA's & YMCAs	Letter & Flyer
Boys & Girls Clubs	Letter & Flyer
Food Banks	Letter & Flyer
Visiting Nurses Association	Letter & Flyer
CDCs	Letter & Flyer
United Way	Letter & Flyer
Central Mass. Housing Alliance	Letter & Flyer
Local Head Start Programs	Letter & Flyer
Local Hospitals	Letter & Flyer

In accordance with DHCD guidelines, the marketing period will start at least 60 days before the application period closes, paid advertisements, if applicable, will run twice. During the general marketing period, HFHNCM will offer at least two information sessions for members of the public to learn about the Habitat mission, the affordable unit, the eligibility and preference criteria and the qualification and buyer selection process, and to provide them with application

forms and written guidelines. The sessions will be staggered to accommodate diverse schedules of public availability. Due to Habitat's unique dimension of mandatory partnership with its future homeowners, applications will not be available outside of these sessions.

Completed applications may be delivered to HFHNCM offices at One Oak Hill Rd, Fitchburg, MA 01420. Mailed applications MUST BE postmarked no later than the published deadline.

## **HOMEBUYER ELIGIBILITY CRITERIA AND PREFERENCES**

The buyer selection process includes the collection of eligible applications, their review by the HFHNCM Family Selection Committee for determination of suitability as pool entrants (qualification) and a lottery process to determine the final buyer.

**STATUTORY OBLIGATIONS OF DEVELOPER** – HFHNCM operates in accordance with the Fair Housing Act (FHA), the Equal Credit Opportunity Act (ECOA) and the Americans with Disabilities Act (ADA).

**ELIGIBILITY REQUIREMENTS** – To be considered for qualification, prospective Family Partners must meet income guidelines, asset restrictions, legal status and other conditions as listed below.

- **Income Limits** – Income eligibility as governed by HFHNCM policy surpasses the rules and standards employed by the Department of Housing and Urban Development (HUD) in the selection of income-eligible tenants for publicly subsidized housing, as determined in Massachusetts DHCD LIP Guidelines. The provisions of this policy standard are intended to complement and not to override or supersede any applicable fair marketing regulations of DHCD, the Massachusetts Commission Against Discrimination or any Town regulation with jurisdiction and like purpose to provide low- and/or moderate-income housing.
- HFHNCM requires the applicant household to be at or between 25% and 80% of Area Median Income (AMI) using the Boston FY2013 HUD income limits (published December 11, 2012). Habitat will consider Gross Annual Household Income which includes all wages of applicants prior to any deductions or taxes, in accordance with 24 CFR Part 5.
- **Assets** – Household assets shall not exceed \$75,000 in value. Assets include, but are not limited to, all cash, cash in savings accounts, checking accounts, certificates of deposit, bonds, stocks, retirement accounts, value of real estate holdings and other capital investments. The value of necessary personal property, furniture or vehicles is excluded from asset values.

Assets that are included conform to the guidance of DHCD, and include retirement and pension fund amounts that can be withdrawn less penalties or transaction costs.

- **First-Time Homebuyer** – All qualified applicants shall be first-time homebuyers and must not have had an ownership interest in a residential property for the preceding 3 years, with the following exceptions:
  - displaced homemakers, where the displaced homemaker (an adult who has not worked full-time, full-year in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family), while a homemaker, owned a home with his or her partner or resided in a home owned by the partner;
  - single parents, where the individual owned a home with his or her partner or resided in a home owned by the partner and is a single parent (is unmarried or legally separated from a spouse and either has 1 or more children of whom the individual has custody or joint custody, or is pregnant);
  - households where at least one household member is 55 or over;
  - households that owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations;
  - households that owned a property that was not in compliance with State, local or model building codes and that cannot be brought into compliance for less than the cost of constructing a permanent structure.

**Other Eligibility Criteria** – Individuals who have a relationship to the Developer or who have a financial interest in the Project and their families shall not be eligible to participate in the sale.

**NOTICE OF CREDIT** – As part of its efforts to determine compliance with qualification criteria, specifically ability to pay and willingness to partner, qualifying applicants must provide permission to review credit references .

**REASONS FOR DISQUALIFICATION OR DE-SELECTION** – Applications may be disqualified, excluded from the lottery or denied the right to purchase a unit for:

- incomplete or misleading information in response to a question contained in the application;
- failure to maintain minimum eligibility between selection and closing;
- failure to complete partnership requirements.

**QUALIFICATIONS**– Eligible applications will be qualified based on the following 3 criteria:

- **Housing Need** – The foremost consideration in qualifying an applicant is the lack of adequate housing and the inability to access adequate housing through conventional means, identified as:
  - substandard conditions in current housing which may include, but are not limited to:
    - structural problems;
    - inoperable kitchen or bathroom;
    - problems with plumbing, sewage or electrical systems;
    - unsafe heating system or no formal heating system;
    - little or no insulation;

- lack of functioning entrance and exit points (front and back doors).
- unhealthy conditions including, but not limited to:
  - mold due to roof leaks;
  - pest infestation due to structural cracks and crevices;
  - failure to meet established sanitary codes.
- unsafe neighborhood – excessive crime or assault rate;
- overcrowding (determined by number of persons, their ages and genders);
- cost-burden (cost of rent plus utilities – excluding phone – is greater than 50% of family's monthly income);
- homelessness (living with friends or relatives or in temporary housing).

PLEASE NOTE: Home interviews will be scheduled with eligible applicants to verify need.

- **Ability to Pay** – Evidence of ability to pay may include, but is not limited to, documented proof of the following:
  - stable source of income within income guidelines;
  - assets within limits described;
  - debt load that will not prevent the applicant from meeting normal cost of living expenses each month (including the projected mortgage payment);
  - absence of judgments or liens;
  - out of bankruptcy for a minimum of 2 years;
  - demonstrated ability to make regular payments for rent, utilities, etc. in current housing;
  - absence of excessive collection items on the applicant's credit report.

PLEASE NOTE: A credit report and reference checks will be performed as a regular part of the qualification process and again before closing.

- **Willingness to Partner** – The third criterion to be considered in the buyer qualification process is willingness to meaningfully participate as a partner with HFHNCM. Examples of objective criteria for assessing willingness to partner include, but are not limited to, the following:
  - willingness to tell the Habitat story;
  - willingness to make regular deposits to an escrow account;
  - willingness to complete HFHNCM sweat equity requirements in a timely manner;
  - willingness to avoid new consumer debt during the award process;
  - willingness to notify HFHNCM of any change in family composition;
  - willingness to notify HFHNCM of negative changes in economic circumstances, including any reduction in income or garnishment of wages;
  - willingness to promptly notify HFHNCM of any changes in contact information;
  - agreement to maintain the home and property after purchase;
  - agreement to pay the mortgage regularly and on time after purchase.

**Disclosure of Beneficial Interests in Real Property Transaction**

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c7, § 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: Town of Acton  
(Name of jurisdiction)

2. Complete legal description of the property:  
76 Central Ave Acton

3. Type of transaction:  Sale  Lease or rental for \_\_\_\_\_ (term):  
 Donation

4. Seller(s) or Lessor (s): \_\_\_\_\_

Purchaser(s) or Lessee(s) \_\_\_\_\_

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Not: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need **not** be disclosed.

Name	Address
_____	_____
_____	_____
_____	_____

(Continued on next page)

5. Continued

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or position
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is completed and accurate in all respects.

Signature: Margaret Monre-Cassel  
Printed name: Margaret Monre-Cassel  
Title: Executive Director  
Date: Feb 18, 2014

CERTIFICATE OF NON-COLLUSION

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

Margaret Monroe-Casal

Signature of person signing bid or proposal

Margaret Monroe-Casal

Print Name

Exec Dir

Title

Habitat for Humanity NCM

Name of Organization/Business

2/14/14

Date

**Tax Compliance Certification**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Margaret Monroe Ginn  
Signature of person submitting bid or proposal

Habitat for Humanity NCM  
Name of business



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
02/03/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Affinity, LLC PO Box 873401 Kansas City MO 64187-3401	<b>CONTACT NAME:</b> PHONE 888-553-9002 (A/C, No. Ext): E-MAIL ADDRESS:	<b>FAX (A/C, No.):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Habitat for Humanity North Central Massachusetts, Inc. 1 Oak Hill Rd Fitchburg, MA 01420-3986	<b>INSURER A:</b> Ace American Insurance Co.	<b>NAIC#</b> 22667
	<b>INSURER B:</b> ACE Property & Casualty Insurance Co.	20699
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GL1064959-13	04/01/2013	04/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	C45422264	04/01/2013	04/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEES 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Builders Risk</b> - Special Form			BR1064959-13	04/01/2013	04/01/2014	Limit \$2,000,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> Town of Ayer One Main St Ayer, MA 1432	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

**AGENDA ITEM #4**

**MR. MARK WETZEL – DPW SUPERINTENDENT’S REPORT**

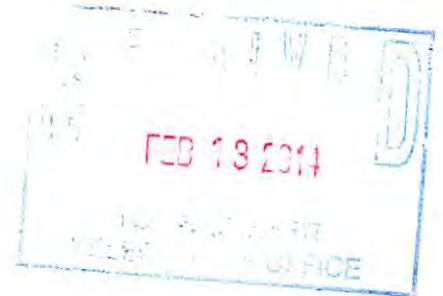
Superintendent Wetzel will appear before the BOS regarding the following items:

1. National Grid Request for Electric Pole Easement on Barnum Road (See Attached)
2. FY 2015 Proposed Town Engineer Position (See Attached)
3. Water Main Replacement / Water Main Improvements Update (Oral Update)

1101 Turnpike Street  
North Andover, MA 01845

January 29, 2014

Gary J. Luca, Chairman  
Town of Ayer  
25 Brook Street  
Ayer, MA 01432



WR 14487201      Overhead & Underground Utility Easement

Dear Mr. Luca:

Please find enclosed an easement agreement for the installation of equipment on property located at Barnum Road, Ayer, Massachusetts. The easement grants Massachusetts Electric Company the right to install, own, operate and properly maintain equipment on private property to provide service.

Please have the easement signed (in blue ink, if possible) before a Notary Public and return *the original, signed & notarized easement to me at the above address. All documents must have final approval by our legal department before National Grid's filing with the respective Registry of Deeds.* Massachusetts Electric Company must receive the signed agreement before proceeding with work on the premises.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Karen Ayers". The signature is fluid and cursive, with a large loop at the end.

Karen Ayers  
Property Rights Specialist

Enc: Easement & Sketch  
Return Envelope

978-725-1439

karen.ayers@us.ngrid.com

# Integration

1. Introduction  
2. Objectives

Page 1 of 1

Date: / /

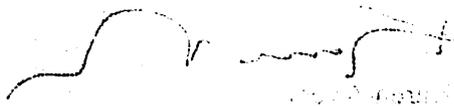
1/1

Integration of the two systems

Page 1 of 1

The purpose of this document is to provide a detailed description of the integration process between the two systems. The document is organized into several sections, including an introduction, objectives, and a detailed description of the integration process. The integration process involves the following steps:

1. Identification of the systems to be integrated.  
2. Assessment of the compatibility of the systems.  
3. Design of the integration architecture.  
4. Implementation of the integration architecture.  
5. Testing and validation of the integration architecture.  
6. Deployment and monitoring of the integration architecture.



Author: [Name]

Date: / /

Property Address: Barnum Road, Ayer, MA (Middlesex South)



## GRANT OF EASEMENT

that the TOWN OF AYER, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts having usual place of business at 25 Brook 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, lines to consist of, but not limited to, eight (8) poles, (which may be erected at different times) with wires and cables strung upon and from the same and all necessary anchors, guys, and appurtenances (hereinafter referred to as the "OVERHEAD SYSTEM") and "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 for the furnishing of electric service to the herein described premises and 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 "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" are located in, through, under, over, across and upon a certain parcel of land situated on the northwesterly side of Barnum Road, being more particularly shown as Lot 137 on the Town of Ayer Assessor's Map Number 34.

14487201

Address of Grantees:  
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

Said "OVERHEAD SYSTEM" is to originate from Pole P.11, which is located on the southeasterly side of Barnum Road, then proceed in a northwesterly direction crossing Barnum Road over, across and upon land of the Grantor to Existing Pole P.12 and Proposed Poles P.12-1, 12-3, and 12-5, then to proceed in a southwesterly direction to Proposed Poles P.12-7, P.12-9, P.12-11 and P.12-13, to become established by and upon the final installation thereof by the Grantees.

And further, said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to premises of the Grantor) are approximately shown on a sketch entitled: **"nationalgrid; TOWN OF AYER DPW; BARNUM ROAD, AYER, MASSACHUSETTS; SKETCH TO ACCOMPANY EASEMENT FOR THE INSTALLATION OF (7) SO POLES, (6) ANCHORS, (1) THREE PHASE 150 KVA TRANSFORMER AND UNDERGROUND PRIMARY CABLE TO BE INSTALLED ON PRIVATE PROPERTY TO PROVIDE SERVICE OFF OF BARNUM ROAD; Actrix Drawing Number 14986465; Drawn By: C. Coughlin; Date: 6/24/2013; Approved By; D. Marceau"** 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 "OVERHEAD SYSTEM" and "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 without further payment therefore 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 "OVERHEAD SYSTEM" and "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 "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" are specifically 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 efficient and safe operation and maintenance of the "OVERHEAD SYSTEM" and "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 Overhead System and 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 "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" for the transmission of intelligence and for the purpose of 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 "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM".

It is agreed that the "OVERHEAD SYSTEM and "UNDERGROUND SYSTEM" 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. Grantor agrees that the rights and easement herein granted are for the purpose of providing service to Grantor's property and the further right to service others from said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM".

No new boundaries are created by this document.

IN WITNESS WHEREOF, the Town of Ayer have caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by its Selectmen, being thereto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

TOWN OF AYER  
BY ITS SELECTMEN

\_\_\_\_\_  
By: Gary J. Luca, Chairman

\_\_\_\_\_  
By: Christopher R. Hillman, Vice Chairman

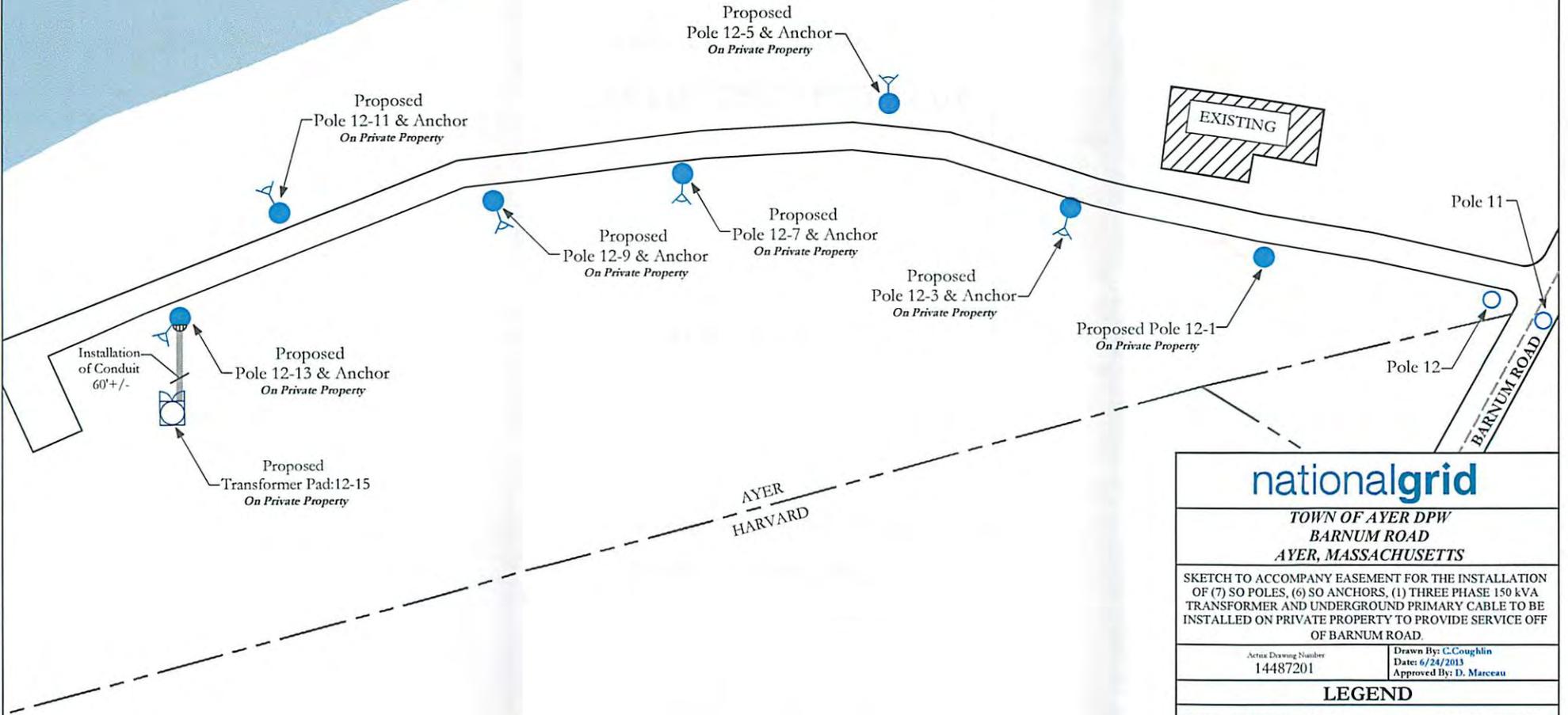
\_\_\_\_\_  
By: James M. Fay, Clerk

\_\_\_\_\_  
By: Pauline Conley, Member

\_\_\_\_\_  
By: Jannice L. Livingston, Member

**EXHIBIT "A"**

Grove Pond



**nationalgrid**

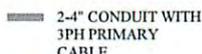
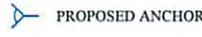
TOWN OF AYER DPW  
BARNUM ROAD  
AYER, MASSACHUSETTS

SKETCH TO ACCOMPANY EASEMENT FOR THE INSTALLATION OF (7) SO POLES, (6) SO ANCHORS, (1) THREE PHASE 150 KVA TRANSFORMER AND UNDERGROUND PRIMARY CABLE TO BE INSTALLED ON PRIVATE PROPERTY TO PROVIDE SERVICE OFF OF BARNUM ROAD.

Asst. Drawing Number  
14487201

Drawn By: C. Coughlin  
Date: 6/24/2013  
Approved By: D. Marceau

**LEGEND**

-  THREE PHASE XFMR PAD LOCATION
-  PROPOSED SO UTILITY POLE
-  EXISTING JO UTILITY POLE
-  THREE PHASE PRIMARY RISER
-  2-4" CONDUIT WITH 3PH PRIMARY CABLE
-  PROPOSED ANCHOR

**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.

TOWN OF AYER  
TO

MASSACHUSETTS  
ELECTRIC COMPANY

GRANT OF EASEMENT

IM Box 593756813

**AFTER RECORDING RETURN TO:**

ELIZABETH A. FRESOLONE  
NATIONAL GRID  
SERVICE COMPANY, INC.  
40 SYLVAN ROAD  
WALTHAM, MA 02451-1120

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

# 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: February 25, 2014  
To: Robert Pontbriand, Town Administrator  
From: Mark Wetzel P.E., Public Works Superintendent  
Re: Town Engineer Position

The DPW has requested funding in the FY15 budget for the position of a Town Engineer. It is my understanding that years ago, the Town had a similar position, either Town Engineer or DPW General Foreman. Both of the previous DPW Superintendents' realized the need for either an Assistant Superintendent or Town Engineer ( Madigan memo June 24, 2008 and Nason memo, Dec. 29, 2011).

The DPW's responsibilities have increased significantly. The Stormwater Utility implementation and discharge permit will require evaluations, monitoring and reporting. Both water and wastewater regulations and reporting requirements are increasing and the aging infrastructure requires evaluation, maintenance and upgrades.

In addition, the DPW is implementing more efficient management and operations related programs, including GIS mapping, sewer system inspection and maintenance program, planned maintenance for water and wastewater treatment plants, asset management system and on-line permitting and payments. The DPW does not have updated and accurate water, sewer and drainage mapping, which is critical to the day to day operations of the infrastructure. We are in the process of developing updated maps, but it is time consuming and difficult to accomplish with the other DPW ongoing project.

Since I have been the DPW Superintendent (May 2012), I've designed, bid and performed construction administration on a number of small engineering projects, including:

- Spec Pond WTP Dehumidifier
- Spec Pond Chemical Feed Upgrade
- WWTP Sludge Pump
- Road Paving
- Street Signs
- Street Lights
- Crabtree Wastewater Pumping Station

I am currently putting together design documents for:

- Spec Pond WTP Control Panel
- Spec Pond Well 2 VFD
- Victor Drive Culvert (technical design by GPR)
- Pleasant St Water Main Replacement
- Spec Pond WTP Corrosion Control System
- Washington Street Tank Demolition

The Town Engineer position would be involved in:

- Design of in-house infrastructure upgrade projects, public bidding process and the construction oversight and administration
- Review of engineering designs for capital improvements
- Oversight of major DPW construction projects, including Pingry Hill Tank, East Main Street Water and Sewer Replacement, East Main Street Reconstruction
- Oversight of Trench Permits and Road Opening Permits
- Review and inspection of development projects
- GIS mapping of Town infrastructure (currently underway but there is a long way to go)
- Management of the GIS system and DPW work order system
- Inventory and evaluations of sewer and stormwater infrastructure and development of prioritized improvement plans
- Implementation of energy savings operations and improvements
- Update of the DPW 5-year and 10-year capital improvement program
- Stormwater permit required inspections, water quality testing, reporting and improvement implementation
- Implementation of Sewer System Maintenance Plan

The addition of a Town Engineer position will result in cost savings to the Town by:

- Relying less on Engineering consultants for small engineering projects, permit compliance and inspection services. The engineering related to design, bidding and construction of a small infrastructure project can range from \$5,000 to \$25,000.
- Improving the DPW planning and operations to improve service, efficiency and cost savings
- Detailed design review of engineering consultants design criteria, proposed design details and value engineering of projects

In summary, the Town Engineer position will result in better execution of capital projects, implementation of improved systems and programs to better serve the Town and cost savings resulting from in-house engineering.

# DEPARTMENT OF PUBLIC WORKS



Michael J. Madigan, P.E., Superintendent  
Pamela J. Martin, Office Manager

25 BROOK STREET  
AYER, MASSACHUSETTS 01432  
Tel. (978) 772-8240  
Fax (978) 772-8244

## MEMORANDUM

**To:** Board of Selectmen

**Cc:** Shaun Suhoski, Town Administrator

**From:** Michael J. Madigan, P.E., Superintendent Ayer DPW 

**Date:** June 24, 2008

**Subject:** DPW Superintendent's Workload

I've been holding off writing this memo for a long time but the time has finally come.

When I first started as the DPW Superintendent eight years ago, I made a very foolish and naïve decision. At the time I had approximately \$40,000 in my salary budget for a Town Engineer position. At that time, there was talk about the dire municipal financial conditions. Because of my own pride and the thought that any hired might soon be laid off, I gave up this funding for the additional positions.

In the past, the DPW Superintendent always had an assistant; either a general foreman that ran the DPW on a day-to-day basis allowing the DPW Superintendent to function as the ultimate DPW manager and the Town Engineer or a two person management staff – DPW Superintendent and Town Engineer.

Thus for the last eight years, I have been doing the job of two people. During this time, numerous DPW (water, sewer, highway and solid waste) projects have been designed, bid, constructed and put into service. Among these have included the capping of the Transfer Station landfill, the upgrade of the wastewater treatment plant, the upgrade and replacement of various components of the water system. During this time, increased home building has begun to increase substantially.

All of this work has been steadily increasing with no end in sight. As the Town grows, more and more situations occur in which the DPW Superintendent/Town Engineer is called upon to either assist or lead. Such a case is the Town's five year stormwater permit requirements which will only continue into the future.

Presently my workload includes the day-to-day overall supervision of the DPW but also the following projects:

### Water

1. SCADA installation
2. Designing and construction of the third well at Grove Pond
3. Expansion of the Grove Pond Filtration Plant

- 4. Replacement of three of the existing wells**
- 5. Filter media replacement at the Grove Pond and Spectacle Pond Filtration Plants**

#### **Highway**

- 1. Catch basin cleaning and disposal bidding and completion**
- 2. Street crack sealing**
- 3. Barnum Road bridge repairs**
- 4. Culvert replacement/Highland Road**

#### **DPW**

- 1. Coordination of design, bidding and construction of sewer along Fitchburg Road(Routhier)**
- 2. Stormwater Committee**
- 3. Balch Dam**
- 4. Fuel tank controls**
- 5. Inspection of construction of subdivisions**
  - Patriot Estates**
  - Easy Street**
  - John Riley Drive**
  - Ridge view Heights**
  - Willows**
  - Stratton Hills**
  - Sandy Pond Estates**

#### **Sewer**

- 1. Upgrade of the Central Avenue Sewage Pump Station**
- 2. Upgrades to the heating controls at the waste treatment plant**
- 3. Upgrade to the Groton School Road Sewage Pump Station**

**As you can see, my workload has become overwhelming and gives me little time to manage the day to day functions of the DPW. I have finally reached my limit regarding my workload. Not only am I starting to allow things to slip but my frustration level has continued to rise with no end in sight.**

# DEPARTMENT OF PUBLIC WORKS

Daniel F. Nason, CPESC, CPSWQ, Superintendent  
Pamela J. Martin, Office Manager



Water, Wastewater, Highway, Solid Waste & Stormwater Divisions

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

## MEMORANDUM

**Date:** December 29, 2011

**To:** Robert Pontbriand, Town Administrator

**Copy:** Board of Selectmen  
Finance Committee  
Lisa Gabree, Town Accountant/Finance Manager

**From:** Daniel Nason, Public Works Superintendent

**Subject:** **FY13 Budget Summary and Request for Assistant Superintendent**

### Budget Summary

Attached you will find the three (3) budget scenarios requested in your Fiscal Year 2013 Budget Memorandum dated December 15, 2011. While I can certainly understand the politics behind the three (3) budget scenarios requested, I have to express my disapproval in the Town requiring three (3) scenarios. You will notice that the Public Works Budget consists of the following accounts:

1. Administration (General Fund)
2. Highway (General Fund)
3. Snow Removal (General Fund)
4. Street Lights (General Fund)
5. Fuel (General Fund)
6. Equipment Repair (General Fund)
7. Water Enterprise Fund
8. Sewer Enterprise Fund
9. Solid Waste Enterprise Fund
10. Stormwater Management (General Fund - Future Enterprise Fund)

Requesting three (3) scenarios of a budget consisting of ten (10) accounts is a task that is not likely completed well within a 15 calendar-day period (Budgets due on December 30 after directive being issued December 15). Having said this, I can assure you even with a 'level funded' budget, the situation looks bleak to say the least. The DPW has seen many increases in service costs throughout each of the divisions. Unlike any other department in town, we have seen substantial increases in petroleum costs which affects:

- fuel prices (the DPW purchases and provides no-lead and diesel for all Town vehicles)
- Hot Mix Asphalt (paving) pricing
- #2 heating fuel (WWTP) pricing
- propane (treatment plants and generators) pricing
- natural gas (treatment plants, lift stations and generators) pricing
- motor oil for the over 30 vehicles in the DPW fleet

In addition, we have seen increases in electrical rates which heavily effects the budgets specifically in the water and sewer divisions. These divisions are treatment and process driven which relies heavily on



electricity for the pumps, motors and drives. The water and sewer divisions have also witnessed increasing chemical costs over the years. These chemicals are critical to the production of safe drinking water and proper treatment of sanitary sewerage.

The Public Works' due diligence and 'out-of-box' creative thinking has saved the Town substantial money over the past few years; closing remote offices and consolidating office space, re-instituting the use of the waste-oil burner to subsidize the heat used in the main highway garage, elimination of the use of private plowing contractors and deleting the application of sand for snow/ice treatment. The elimination of sand reduces the spring street sweeping time, catch basin cleaning and material disposal costs. Utilizing only the use of salt and treating the salt with an environmentally friendly enhancer to reduce application rates and costly call-backs (overtime) for additional applications; successfully reducing the cost of purchasing salt by utilizing regional bidding and State Contracts (reduced from \$69/ton in FY10 to \$59.95/ton in FY11 to \$49.61/ton in FY12).

The picture I am painting here is of a plan that is non-sustainable. Similar to prior year's approach, a 'level fund' budget is non-sensical, untruthful and only attempts to illustrate the illusion of no increases. When in reality it is a reduction in services. You will see from my attached budgets that in a 'level-fund' budget accounts for no increases in utilities of other increasing fixed costs to run a multi-million dollar facility. My 'level-funded' scenarios looked purely at the bottom line. This was done for simplicity since the reality is I would have to further reduce other services (line items within the budget) or propose a reduction in staffing in order to achieve the bottom line 'zero increase'. Level-funded budgeting (and reductions in budgets) is an unrealistic and unsustainable approach to successful administration. A loss of services will be eminent in any of these budget situations submitted.

#### **Assistant Superintendent**

After reviewing the FY13 budget directive and subsequently understanding the fiscal situation we, like many other Commonwealth communities, are facing I feel it poor timing on my part to request an Assistant Superintendent; however, as the Department Head I need to look at the sustainable future of my multi-divisional department and how critical the DPW is to everyday life of the community. In evaluating the current and future list of department needs and Capital Projects, I see a specific need for a person with engineering experience that can help me successfully manage these projects and see them through to completion. I mention the word successful because without the aid of another experienced engineer within my staff, I find it is becoming increasingly more difficult to proficiently plan, review, manage and administer the large amount of multi-million dollar Capital Improvement Projects while continuing to effectively direct the daily functions of the over \$5.5M operating budget of the DPW.

As you know year over year the work load continues to increase in the Department of Public Works Divisions. Public Works professionals are continually witnessing an influx of unfunded State and Federal mandates, added infrastructure with unremitting new housing development, increased State and Federal permit requirements for the water, sewer, highway and stormwater divisions. Additionally Ayer has challenges similar to much larger cities. Ayer is a community which owns and operates its water treatment plants and wastewater treatment plant (with more than 18 sewer lift stations), has a federal and state mandated Industrial Pretreatment Program regulating discharges to the waste stream with four (4) registered Significant Industrial Users (SIU's) and many more non-qualifying large industries. We have a vast aging infrastructure including more than 30 miles of water and sewer mains that date back to the late 1800's. Upgrades to this infrastructure is critical to the future of this Town. Failing services will result in loss of business, industry and residents alike. Additionally any prolonged interruption of service due to a looming catastrophic failure to the infrastructure will result in loss of millions of dollars in lost revenue for the Town, businesses and a negative impact to the inhabitants of Ayer.

Recently, the DPW encumbered a new Stormwater Division with a new fund to manage. This division is laden with Federal and State permitting requirements which require a great deal of staff dedication and expertise. Most recently, the DPW is faced with new DEP Regulatory Reform challenges that will transfer much of the permit responsibility and engineering review of projects on the local municipalities. In particular, the proposal states that the DEP will no longer issue sewer extension and connection approvals. This means that the responsibility for much of the technical review is being placed on the local DPW/Engineering offices.

While these regulatory changes continue to add more responsibility and permitting on the Public Works, Ayer's DPW is being managed more efficiently than ever before. Through our mindful spending and new paradigm in management we continue to provide better levels of service than in the past, increasing our workload and project management levels while maintaining our autonomy - meaning the administrative staff provides the following services through one office:

- Staff management (No dedicated HR Department)
- Technical review (plans, reports, calculations, site visits, etc.)
- Permitting (Water, Wastewater, Street Opening, Trench, Transfer Station, etc.)
- Program enforcement
- Development and management of Department-wide efficiency measures
- Divisional project assignments
- Capital Improvement Project inception, management and administration
- Budget awareness/management

In addition to all the increased projects undertaken by the DPW over the past few years, there is still much more to do. As mentioned earlier in the memo, major capital improvements are gravely needed. This includes large scale improvements to the Water and Sewer infrastructure. However, in order to contemplate projects of this size, more engineering and project administrative support is required. This includes technical review and oversight as well as review, permitting, bidding and specification administration, project management, construction administration, A/P, A/R, change-order review, payroll certification, project closure (punch-list items, etc.), file management, etc. These large projects necessitate a team of individuals to successfully administer and proficiently manage.

For the aforementioned reasons, and many more that are not listed, I am formally requesting the Board of Selectmen, Finance Committee and Town Hall Administration support the creation of an Assistant Superintendent. I look forward to discussing this prospect with these Boards and Committees shortly to ensure the FY13 budget supports this position. An Assistant DPW Superintendent's salary may range from an estimated \$70,000-\$75,000+ depending on the final approved job description and the professional experience required under the position. Funding for this position can and should be appropriated throughout all the division of the Public Works in the following percentages:

<u>Division</u>	<u>Percent and Range of Appropriation</u>	
• Administration:	14%	(\$9,800-\$10,500+)
• Solid Waste:	8%	(\$5,600-\$6,000+)
• Water:	18%	(\$12,600-\$13,500+)
• Wastewater:	32%	(\$22,400-\$24,000+)
• Highway:	10%	(\$7,000-\$7,500+)
• Shop:	5%	(\$3,500-\$3,750+)
• Stormwater:	13%	(\$9,100-\$9,750+)

## **AGENDA ITEM #5**

### **DISCUSSION ON TRUCK TRAFFIC ON SANDY POND ROAD**

- At the February 18, 2014 BOS Meeting, Selectman Hillman requested that this item be placed on the March 4, 2014 BOS Agenda for discussion.
- As the BOS is aware this was an issue brought before the BOS and discussed in the Fall of 2013. Selectman Hillman has stated that the issue(s) of truck traffic on Sandy Pond Road (even increased truck traffic as of late) remain.
- Chief Murray and Superintendent Wetzel have been invited and will appear before the BOS.
- Attached are all of the materials pertaining to this issue that were part of a study done by former Chief Rizzo as provided by Chief Murray. (See Attached).
- Additionally, Superintendent Wetzel will offer an oral update on his efforts regarding a current traffic study and other potential solutions to mitigate the Truck Traffic on Sandy Pond Road. Also please see the attached E-mails from the Superintendent to MRPC. (See Attached)

# DAVID E. ROSS ASSOCIATES, INC.

*Civil Engineers, Land Surveyors, Environmental Consultants, Landscape Architects*

October 30, 2003

Chief Richard J. Rizzo  
Ayer Police Department  
54 Park Street  
Ayer, MA 01432-1161

Re: Proposed Heavy Commercial Vehicle Exclusion  
Sandy Pond Road, Ayer, MA

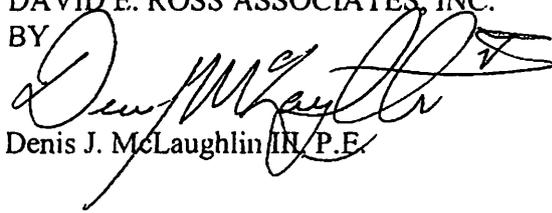
Dear Chief Rizzo,

As requested, our office has examined the heavy commercial vehicle exclusion proposed for Sandy Pond Road from Central Avenue to Westford Road. We concur in your identification of the alternate route as being from Westford Road down Willow Road, then following Littleton Road to the traffic circle, then following Sandy Pond Road to Central Avenue. This route is realistically the only local route available and can be seen on the enclosed plans.

The proposed route contains two intersections that required examination for safety for the heavy commercial vehicles. Please see the enclosed plans for detail of the two intersections. For the purpose of this review the heavy commercial vehicle is a tractor-trailer WB-50 design vehicle. The turning capabilities of this standard vehicle are derived from the American Association of State Highway Transportation Officials (AASHTO) and the Massachusetts Department of Public Works Highway Design Manual. The two locations, Central Avenue and Sandy Pond Road intersection and the Willow Road and Littleton Road intersection, are acute angle intersections that a large truck will have difficulty maintaining its path within the paved roadway. These two intersections are currently configured such that heavy commercial vehicles cannot stay within their lane while following the proposed alternate route. Because of this basic safety issue, this office finds the proposed route to be unsuitable as an alternate for the Sandy Pond Heavy Commercial Vehicle Exclusion Area.

If you or the Town requires additional information or have any questions regarding this matter, please call our office.

Sincerely,  
DAVID E. ROSS ASSOCIATES, INC.  
BY

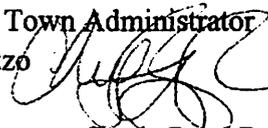
  
Denis J. McLaughlin, IN, P.E.

# Ayer Police Department

## MEMORANDUM

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**TO:** Anita M. Scheipers, Town Administrator  
**FROM:** Chief Richard J. Rizzo   
**DATE:** October 31, 2003  
**SUBJECT:** Ross Associates Report on Sandy Pond Road Exclusion Alternate Route

Today I received a report from Denis McLaughlin III, an engineer from Ross Associates, on this issue. As you know, I had asked Ross Associates to examine the proposed alternate route to determine if tractor-trailers could safely negotiate several of the turns. I have included his report with this memo. As you can read, Mr. McLaughlin concurs that my proposed alternate route is the only realistic route available for an exclusion on Sandy Pond Road. **He also states that this route is unsuitable as an alternate route because of the acute angles of the intersections at Sandy Pond Rd. and Central Ave., and Willow Rd. and Route 2A.** Tractor-trailers attempting to turn at these intersections could not stay within their driving lane.

It would appear that since this route is not a "suitable alternate route" by MassHighway standards, they will not approve this exclusion request.

I will report these findings to the Board of Selectmen at the public hearing on Tuesday, November 4, 2003. If you or the BOS have any questions or concerns, please call me.

# Ayer Police Department

## MEMORANDUM

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**TO:** Board of Selectmen  
**FROM:** Chief Richard J. Rizzo   
**DATE:** September 29, 2003  
**SUBJECT:** Sandy Pond Road Heavy Commercial Vehicle Exclusion Information

I have obtained most of the information that the Massachusetts amendment (Section 10A-9) to the Manual on Uniform Traffic Control Devices requires in order to request a Heavy Commercial Vehicle Exclusion for Sandy Pond Road. If, after the public hearing on October 7<sup>th</sup>, you decide to request a heavy commercial vehicle exclusion then I will only need to include a "need for exclusion" statement.

This amendment is in italics below. Following the amendment is the information required by the amendment.

### *Section 10A-9 Heavy Commercial Vehicle Exclusion*

*A truck exclusion from a municipal way may be authorized provided a suitable alternate route is available. The alternate route shall have an effective width and pavement structure which can safely accommodate the additional truck traffic. In addition the alternate route must meet one of the following conditions:*

1. *Lie wholly within the community making the application.*
2. *Lie partially in an adjacent community but only on a state highway, or*
3. *Lie partially in an adjacent community but have the adjacent community's written approval.*

*An engineering study, as outlined in the Data requested below, must be made. In addition, one or more of the following may sufficient justification for a truck exclusion:*

1. *Warrants*
  - A. *The volume of heavy commercial vehicles, which usually is in the range of five (5) to eight (8) percent, reduces the utilization of the facility and is cause for substantial reduction in capacity or safety.*
  - B. *The condition of the pavement structure of the route to be excluded indicates that further repeated heavy wheel loads will result in severe deterioration of the roadway.*
  - C. *Notwithstanding the foregoing, in certain instances where land use is primarily residential in nature and a municipality has requested an exclusion only during hours of darkness, a specific night exclusion may be granted.*

- ▶ We would attempt to divert trucks before they turned north from route 2A onto Willow Rd. to access Central Ave. (or roads off Central Ave), Groton-Harvard Rd. (or roads off Groton-Harvard Rd.). We would place a sign on route 2A and Willow Rd. advising truckers that Sandy Pond Road has a truck exclusion. We would advise them that their alternate route would be route 2A, to the traffic circle, to Sandy Pond Rd., to Central Ave. **Condition #1 would be satisfied.**

#### **Central Ave. at Sandy Pond Rd.**

- ▶ We would allow trucks driving east on Central Ave. to turn right (south) onto Sandy Pond Road.

### **1. Warrant**

#### **A. Criteria justification for exclusion**

The volume of heavy commercial traffic during the seven day period is 4.96%. The volume of heavy commercial traffic during the weekday period is 5.78%. The breakdown of this traffic is in **Addendum 1A and 1B.**

#### **B. Condition of Pavement**

Public Works Superintendent Michael Madigan feels that the road is in good shape. and heavy commercial vehicles will not severely deteriorate the condition of the roadway.

#### **C. Evening Exclusion**

The Town is requesting a 24 hour exclusion.

### **2. Data**

#### **A. Traffic Count**

Between Wednesday, August 6<sup>th</sup> and Tuesday, August 12<sup>th</sup>, I conducted a traffic study by "axle class" on Sandy Pond Road. **Addendums 1a & 1b.**

1. The average volume of heavy commercial vehicle traffic for the seven days was 4.96%. The average volume of just tractor-trailer traffic was 1.6%. The average volume of heavy commercial vehicle traffic for just weekdays was 5.78%. The average volume of just tractor-trailer traffic was 2.1%.
2. Other vehicle information is included in Addendums 1a and 1b.

#### **B. Map with excluded street and alternate routes**

Map # 1 (attached) has Sandy Pond Road (excluded street) marked in red and the suggested suitable alternate routes marked in green.

- E. Zoning of Street**  
See attached color keyed zoning map (map # 2)
  
- F. Proximity of Proposed Alternate Route, Including Additional Distance Traveled**  
Westford Rd., Willow Rd., route 2A, alternate route to Central Ave., this would add 1.2 miles to the trip. All of the other alternate routes would add a similar distance to a trip.
  
- G. Types of Controls on Streets**  
The only control devices on the exclusion and alternate routes are stop and yield signs.
  
- H. Hours in which Exclusion is to be in Effect**  
24 hours.
  
- I. Written Statement from Municipality as to Need for the Exclusion**  
A "need for exclusion" statement would be needed if the Board of Selectmen voted to request this Heavy Commercial Vehicle Exclusion.

**Note:**

Attached is a color keyed zoning map (2E above) . I included a map of the excluded and alternate streets (2B above) and axle class percentage (2A above) in my 8/27/03 memo. If you need another copy, please let me know.

# Memo

To: Board of Selectmen  
From: Anita M. Scheipers, Town Administrator AS  
Date: September 14, 2005  
CC: Chief Rizzo, Supt. Madigan  
Re: Sandy Pond Road Area Truck Traffic Improvements Update

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At the end of last year, it was agreed the Town would attempt to make improvements in the areas of signage in various areas affecting the truck traffic along Sandy Pond Road, voluntary truck exclusions with local businesses, control of Devens trucking routes and meeting with Littleton to improve the Rt. 2A intersection at Willow Road. The signage needed has not been funded and thus has not been implemented. Any signs which are confirmed to still be needed must be included for funding in the FY07 DPW budget, or additional funding must be appropriated. As an update to the original proposals, I offer the following ***bolded italicized updated comments***:

## I. Signage:

***At the Rotary:*** Signage at the rotary can be improved by providing some directional signage leading trucks down the correct roadways on which the business they are attempting to reach are located; as well as ensuring street name signs are clearly visible. There is potential to add a warning/advisory sign encouraging a voluntary truck exclusion.

1. There should be a informational sign of adequate size as allowed by any regulatory measures on the outer edge of the rotary just at the corner by Gervais Ford indicating which businesses can best be accessed by taking Rt. 2A. ***Placement of this sign would require MassHighway approval – the BoS***

***must authorize a request be sent to the appropriate state official. This sign is not currently funded in the DPW budget.***

2. If allowed by Mass Highway, a sign similar to that shown in Attachment B should be placed to notify trucks that use of Sandy Pond Rd is discouraged. This would allow a truck to go around the rotary and get back to Rt. 2A again as an alternate route. ***Placement of this sign would require MassHighway approval – the BoS must authorize a request be sent to the appropriate state official. This sign is not currently funded in the DPW budget.***
3. There should be a informational sign of adequate size as allowed by any regulatory measures on the outer edge of the rotary just at the corner by the new car wash indicating which businesses can best be accessed by taking Sandy Pond Rd. (Cains). ***Placement of this sign was denied by MassHighway. Cannot be done. See attached memo from MassHwy.***
4. Re-installation of a visible street name sign for Sandy Pond Road. ***To be completed by DPW ASAP.***

**Sandy Pond Rd approaching Central Street:** NO signage was proposed.

**Sandy Pond Road Approaching Westford Rd:** There are two signs on the left just before the intersection. One is a “dead” sign and should be removed. The other sign should be relocated to the right side of the road to be more visible. ***To be completed by DPW.***

**Willow Road Approaching Westford Rd:** There are 2 informational signs directing trucks as to businesses located on Westford Rd. These signs are out of date as some businesses have moved. The sign should be removed and replaced further down Willow Rd. to allow more time for Drivers to see and react to the signs. Preferably, the signs should be redesigned to include better layout and font for easier reading. ***DPW shall move the signs if needed, however, it was suggested by DPW that letters should be sent to the affected businesses explaining the problem and ask that they replace the signs.***

**Westford Rd Approaching intersection with Willow and Sandy Pond Rd:** There is a sign opposite the intersection ( see pg. 11 of photos) which is supposed to direct people to take Willow Rd to access Rt. 495 and Rt. 2. This sign could be replaced with more standard sign having directional arrow indicating Rt. 495 and Rt. 2 to the left.

5. More signs will be needed at the end of Willow indicating to take a left onto Rt. 2A to access Rt. 495 and a right to access Rt. 2A. These signs will need approval of the Town of Littleton to install. ***This sign can be placed within the Town of Ayer limits and would not need Littleton approval. This is not currently funded in the DPW budget.***

Additionally, if allowed by Mass Highway, we may ask to have a "Sign # 2" re Heavy Commercial Trucks be placed on Rt. 2A heading toward Ayer to remind trucks to avoid Sandy Pond Rd. ***This is NOT recommended by Chief Rizzo and Supt. Madigan.***

6. **Central Ave Heading East Approaching Sandy Pond Rd:** We may wish to place a "Sign #2" just before the intersection to remind any trucks heading down Central Ave from the town center to voluntarily not use Sandy Pond Rd. ***This is not currently funded in the DPW budget.***
  
7. We may also wish to place a sign just before this intersection which clearly indicates the roadway, heading east, changes from Central Ave and becomes Sandy Pond Rd. ***This is not currently funded in the DPW budget.***
  
8. **Sandy Pond Road Approaching the Town Beach Area:** It may be advised to place an ADVISORY speed limit sign on either side of Sandy Pond Rd to encourage ALL traffic to reduce the speed limit to 35 MPH in this area. Advisory speed signs are not enforceable but will act as a visible reminder to traffic of the public safety factor in that area. ***This advisory speed signage is recommended even though is not enforceable. This is not currently funded in the DPW budget.***

II. **Encourage Voluntary Truck Exclusion for Trucking Firms:** We have sent letters to local trucking firms asking that they participate in a voluntary truck exclusion. This letter shall be followed up with a second letter that explains the four pronged approach we intend to take to reduce the impact of truck traffic on Sandy Pond Road. This second letter will be sent as soon as we have a more defined idea on signage improvements, etc. The letter will also be sent to trucking firms located out of town that are noted to contribute to the percentage of truck traffic. ***This has been done.***

III. **Devens Trucking:** Selectmen Bresnahan continues to work with Meg Delorier of MassDevelopment to seek voluntary participation of Devens trucking companies to avoid use of the Sandy Pond Road area. We will be receiving an Update from Ms. Delorier shortly on this issue. ***This has been done.***

IV. **Joint Meeting with Littleton on Rt. 2A Intersection Improvements:** I called Littleton's Town Administrator Tim Goddard and notified him that the Ayer Selectmen wish to schedule a joint meeting with his board re jointly petitioning Mass Highway to make intersection improvements (re-alignment and possible signalization) at Rt. 2A and Willow

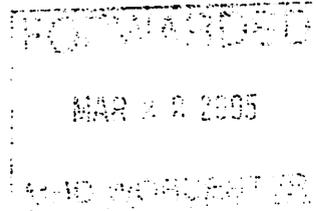
Road. Mr. Goddard is polling his board to determine a list of dates and times that his board members would be available to meet with you. Based on that list, once received, we can schedule a joint meeting (assuming in Littleton) to begin discussion. ***This has been done.***

March 10, 2005

Ayer - Traffic

Richard J. Rizzo  
Chief of Police  
54 Park Street  
Ayer, Ma. 01604

COPY



Re: Heavy Commercial Vehicle / Guide Signs Sandy Pond Road

Dear Chief Rizzo:

The following findings are in response to your above referenced correspondence of January 11 and in confirmation of some of the particulars discussed in a somewhat recent phone conversation with the Assistant District Traffic Engineer.

Signs that would direct truck operators to avoid using Sandy Pond Road would be inappropriate since a Heavy Commercial Vehicle Exclusion has not been approved for this roadway. Also, the Department's sign policy has no provision for the types of facilities noted in your correspondence. Accordingly, the most appropriate way to address your concerns appears to be the use of approved guide sign treatments to (as you have suggested) help truckers more easily find their destinations. This would seem to involve improvements to Street Name Signs at Rt. 2A's intersection with Sandy Pond Road and Willow Road, and at Westford Road's intersection with Sandy Pond and Willow Roads; as well as, TO (495) and TO EAST (2A) (110) Trailblazer Assemblies on Westford Road at Willow Road (MUTCD Sections 2D.38, 32). However, it is recommended that you interview hcv roadway users so that you may better determine their reasons for traveling on Sandy Pond Road prior to deciding which of the District's recommendations might merit implementation. Local communities may install warranted street name signs at state highway locations through the Department's permit process.

Thank you for bringing this matter to my attention. If further information is desired, please feel free to contact John Oksanish the Assistant District Traffic Engineer directly at 1 (508) 929-3818.

Sincerely,

A handwritten signature in black ink that reads "Thomas J. Waruzila".

Thomas J. Waruzila  
District Highway Director

ENCL

JO/jo

C: JO B JL TC, MO FILE

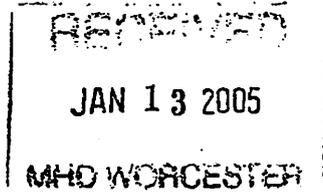


## Ayer Police Department

Richard J. Rizzo  
Chief of Police

January 11, 2005

Mr. Thomas Waruzila  
District 3 Director  
Massachusetts Department of Highways  
403 Belmont Street  
Worcester, MA 01604



Dear Mr. Waruzila:

The police department recently researched the feasibility of requesting a Heavy Commercial Vehicle Exclusion on a street within our Community. As we attempted to gather the data required by Section 10A-9 of the Massachusetts amendment to the Manual on Uniform Traffic Control Devices, we discovered that two intersections on our only possible alternate route were not "suitable" as they would not allow a tractor-trailer units to make safe turns. As we gathered this data, we also discovered several locations on the state highway where additional signs would help direct truckers to their destinations.

In an attempt to limit the heavy commercial vehicles on this street, we have asked companies who operate these vehicles in Ayer to avoid using this road. **In our effort to help remind truckers to avoid this road and to help truckers more easily find their destinations, we are asking that we be allowed to install the following signs in the following locations:**

1. A directional sign to Westford Road businesses via Willow Road at the rotary entrance to Rt. 2A/110 (#1 on attached sketch).
2. Warning sign with "HEAVY COMMERCIAL TRUCKS AVOID USING SANDY POND ROAD" (see attached example), or a similar noticed sign, on route 2A at the rotary entrance to Sandy Pond Road (#2 on attached sketch).
3. A directional sign to the truck entrance to Cains at the rotary entrance to Sandy Pond Rd. (off Sandy Pond Rd.) (#3 on attached sketch).

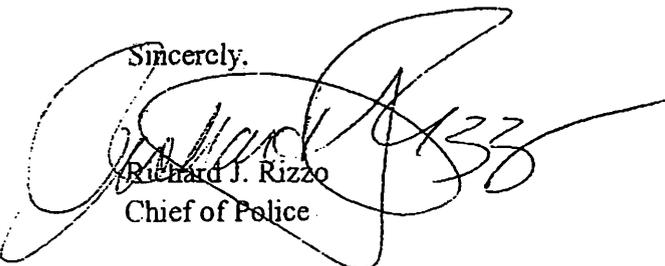
ok.

Town of Ayer Signage Request, January 11, 2005, cont.

4. A "Sandy Pond Road" street name sign at the rotary entrance to Sandy Pond Road (# 4 on attached sketch).
5. Warning sign with "HEAVY COMMERCIAL TRUCKS AVOID USING SANDY POND ROAD" (see attached example), or a similar noticed sign, on route 2A heading west approaching Willow Road in Littleton.

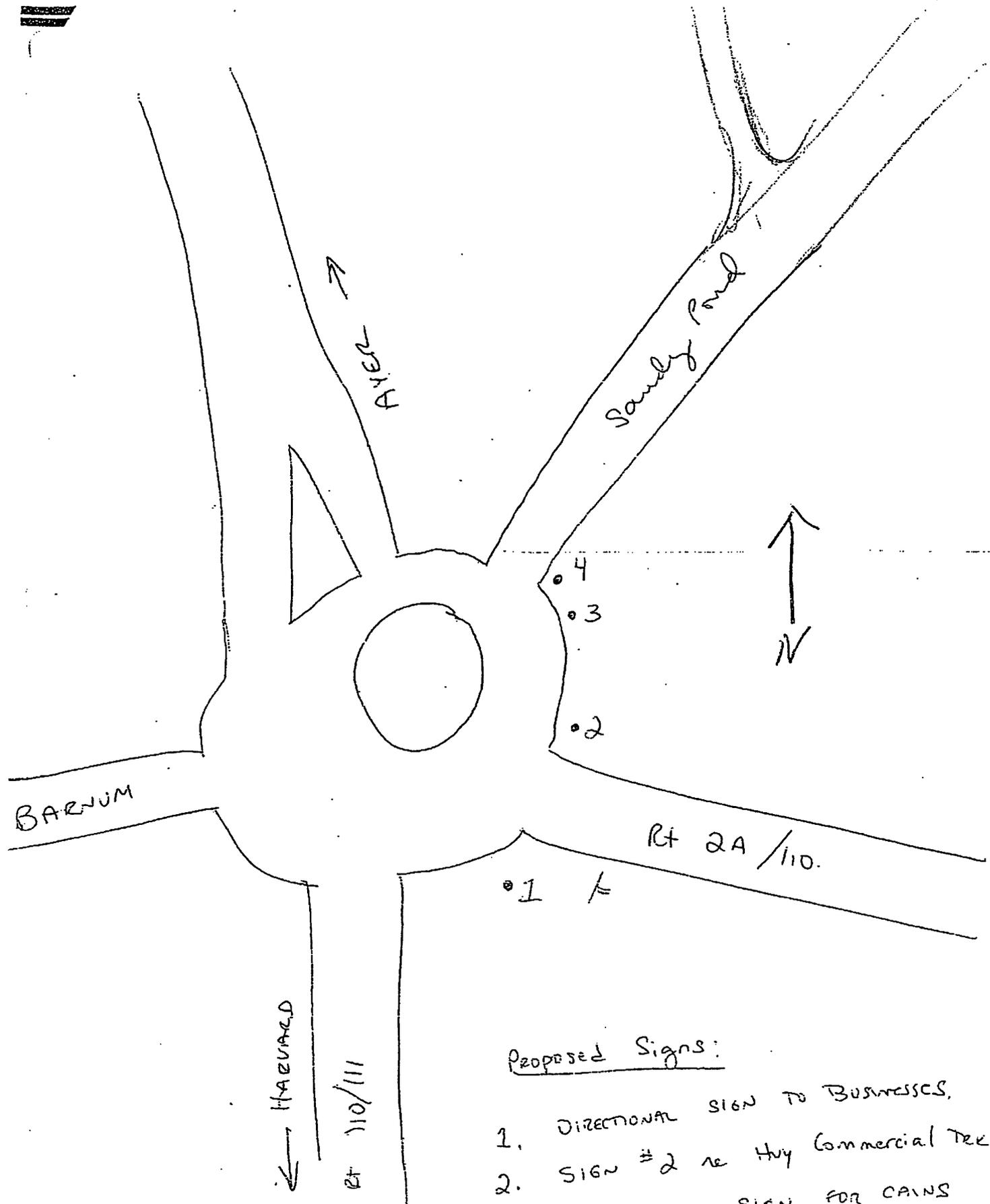
I thank you in advance for taking the time to consider this request. I look forward to hearing from you on this important matter.

Sincerely,



Richard J. Rizzo  
Chief of Police

"Attachment A."



Proposed Signs:

1. DIRECTIONAL SIGN TO BUSINESSES.
2. SIGN #2 re Hwy Commercial TRKS
3. DIRECTIONAL SIGN FOR CAINS
4. STREET NAME SIGN

SIGN # 2<sup>71</sup>

"Attachment B"

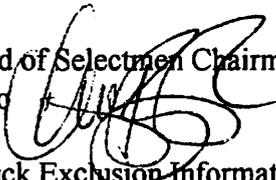
HEAVY  
COMMERCIAL  
TRUCKS  
AVOID USING  
SANDY POND  
ROAD

# Ayer Police Department

## MEMORANDUM

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**TO:** Paul Bresnahan, Board of Selectmen Chairman  
**FROM:** Chief Richard J. Rizzo   
**DATE:** September 2, 1999  
**SUBJECT:** Sandy Pond Road Truck Exclusion Information

Attached to this memo is information regarding the process that we must follow to exclude heavy trucks on roads in Ayer. It would appear that it may be difficult, if not impossible, to exclude trucks from Sandy Pond Road.

**I believe this because:**

In the **WARRANTS** section of the attached copy of Section 10A-9 (**highlighted**), one or more of the three justifications need to be met.

- Justification A.** The volume of trucks on Sandy Pond Road is only 2.2% of the total ( I have also attached a traffic count conducted by MRPC ). One third of these trucks were three axle single units which could be construction vehicles from Calvin Street. I don't know if the state would feel that this number is cause for a substantial reduction in capacity or safety.
- Justification B.** The road seems to be in pretty good shape. I believe this usually refers to a washed out road or road is damaged by erosion or age and trucks are excluded until the road is repaired.
- Justification C.** The majority of the truck traffic was between 8:00 a.m. and 5:00 p.m. Your concern for the children at the beach is in the day. It would appear that we can only request a truck exclusion for at night if it is for a residential neighborhood reason.

**We would also have to get written approval from Littleton to make Willow Road an alternate route for re-routed trucks because Willow Road lies partially in their town (first paragraph, condition #3 of Section 10A-9). I don't know how agreeable to this request that they would be.**

Please review this information and let me know how I should continue. I look forward to hearing from you on this matter.

cc: Mr. James Kreidler

## Section 10A-9 Heavy Commercial Vehicle Exclusion

A truck exclusion from a municipal way may be authorized provided a suitable alternate route is available. The alternate route shall have an effective width and pavement structure which can safely accommodate the additional truck traffic. In addition the alternate route must meet one of the following conditions:

1. Lie wholly within the community making application,
2. Lie partially in an adjacent community but only on State Highway,
- or 3. Lie partially in an adjacent community but have the adjacent community's written approval.

An engineering study, as outlined in the Data requested below, must be made. In addition, one or more of the following may be sufficient justification for a truck exclusion:

### 1. WARRANTS

- A. A volume of heavy commercial vehicles, which usually is in the range of five (5) to eight (8) percent, reduces the utilization of the facility and is cause for a substantial reduction in capacity or safety.
- B. The condition of the pavement structure of the route to be excluded indicates that further repeated heavy wheel loads will result in severe deterioration of the roadway.
- C. Notwithstanding the foregoing, in certain instances where land use is primarily residential in nature and a municipality has requested an exclusion only during hours of darkness, a specific night exclusion may be granted.

### 2. DATA

Before the Department can consider an exclusion proposal, the following data must be submitted by the municipality:

- A. A twenty-four hour consecutive count of all vehicles using the subject street. (If the exclusion is requested for only twelve hours, a twelve-hour count will suffice.) The count shall be broken into one-half hour intervals showing:
  1. Commercial vehicles with a carrying capacity over 2½ tons
  2. Other vehicles
- B. Map of the area, with the excluded street marked in red, the alternate route in green.
- C. Physical characteristics of excluded and alternate streets in question, i.e., length, width, type and condition of surface and sidewalks.
- D. Types of buildings or property abutting street (Residential, Business, School, Playground, etc.).

- E. Zoning of Street (Residential, Industrial, etc.).
- F. Proximity of probable alternate route to the proposed excluded route and the additional distance to be travelled using the alternate route.
- G. Types of control existing on street.
- H. Hours during which exclusions is to be in effect.
- I. A written statement from the municipality as to the need for the exclusion.

PART XI

RULES AND REGULATION

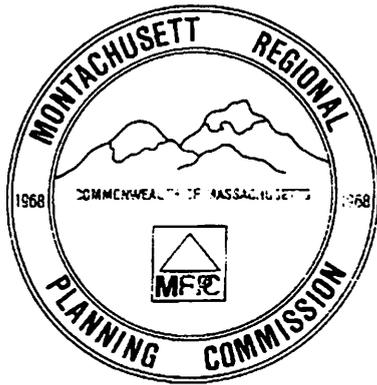
FOR ENTRANCE TO STATE HIGHWAY

Section 11A-1 Authority

The General Laws affecting State Highways "Chapter 81" prescribes certain powers and duties of the Commissioner of Public Works. He is authorized to issue permits for work to be performed upon any State Highway or section thereof.

In this connection, attention is directed to "Chapter 81, Section 21" of the General Laws, affecting State Highways which provides as follows:

"Digging up State Highways; Planting Trees; Bond; Permit. No state highway shall be dug up, nor opening made therein for any purpose, nor shall any material be dumped or placed thereon or removed therefrom, and no tree shall be planted or removed or obstruction or structure placed thereon or removed therefrom or changed without the written permit of the Department, and then only in accordance with its regulation, and the work shall be done under its supervision and to its satisfaction, and the entire expense of replacing and resurfacing the highway at the same level and in as good condition as before, with materials equal in specifications to those removed, shall be paid by the persons to whom the permit was given or by whom the work was done, but a town may dig up a state highway without the approval of the Department in case of immediate necessity; but in such cases it shall forthwith be replaced in as good condition as before at the expense of the town. The Department may require a bond to guarantee the faithful and satisfactory performance of the work and payment for any damage to state highways and facilities caused by or resulting from the operations authorized by such permit. The amount of said bond shall be determined by the Department not to exceed the estimated cost of the work and possible damage, but shall be not less than two thousand dollars nor more than fifty thousand dollars. Except in case of an emergency no permit for digging up or opening any state highway shall be approved or issued by the Department until copies of the notices to public utility companies required by Section 40 of Chapter 82 have been filed with the Department by the applicant for such permit. Except as provided herein any person who digs up or makes an opening in a state highway without a permit or violates any other provisions of the section shall be punished by a fine of not more than fifty dollars for the first offense and not less than fifty dollars nor more than one hundred dollars for any subsequent offense."



# MONTACHUSETT

REGIONAL PLANNING COMMISSION

R1427 Water St., Fitchburg, Massachusetts 01420  
(978) 345-7376 FAX (978) 345-9867 email: mrpc@mrpc.org



August 20, 1999

Richard J. Rizzo  
Chief of Police  
54 Park Street  
Ayer, MA 01432-1161

Dear Chief Rizzo:

As per your request and our discussion, the Montachusett Regional Planning Commission has performed a traffic count on Sandy Pond Road near Sandy Pond. The count was done for 24 Hours on Thursday and Friday August 19<sup>th</sup> and 20<sup>th</sup> respectively.

Enclosed you will find a copy of the three reports generated by the traffic counter.

- Volume Counts: Representing a 24-hour period of traffic flow on the road, this count is broken into 15 minute intervals, is separated by AM and PM for each direction, and gives a summary of the Peak Hour Volumes and Factors.
- Vehicle Classification: Representing a 24-hour period, this count shows a breakdown of the type of vehicles traveling on the road in each direction, in 1-hour intervals. A breakdown is generated for each direction and a combined breakdown for both directions. Note: the "no class" column represents errors when vehicles cross the tubes in both directions at the same time, creating an error in the time stamping.
- Vehicle Speed Study: Represents a 24-hour period, this count shows a breakdown of the vehicle speeds on the road, in 1-hour intervals. The report generates a breakdown for each direction and a combined breakdown, with the speed statistics following each table.

If you have any questions, please do not hesitate to contact me. I can be reached at (978) 345-7376 ext. 2263. We look forward to assisting the Police Department in any way we can.

Sincerely,

*Waleed B. Naqi*

Waleed B. Naqi  
Senior Project Planner

WN/wn

Enclosure 8 Pages

From: AVEC  
 Location: E of Snake Hill Road  
 Vehicle Classification  
 Intersection: 00th Dimensions  
 Street name: Sandy Pond Rd

Montachusett Regional Planning Com.  
 R1427 Water Street  
 Fitchburg, MA 01420  
 978-345-1376  
 West Bound, East Bound

Site Code: 000001999006  
 Start Date: 08/15/1999  
 File ID: 1000

Begin Time	Int. Total	Motor cycle	Car w/ trailer	Pickup /Van	West Bound, East Bound													
					Bus	2 Axle 6 Tire	3 Axle Single	4 Axle Single	Class 8	3 Axle Eight w/ Tri	6/7 Ax Single	5 Axle Multi	6 Axle Multi	7 Axle Multi	8 Axle Multi			
00:00	12	0	11	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	19	0	17	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	23	0	15	4	0	3	1	0	0	0	0	0	0	0	0	0	0	0
03:00	21	1	11	2	0	3	1	0	0	0	0	0	0	0	0	0	0	0
04:00	35	0	27	5	0	0	1	0	0	0	1	0	0	0	0	0	0	0
05:00	85	2	71	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0
06:00	263	4	209	43	0	1	2	0	1	2	0	0	0	0	0	0	0	0
07:00	360	5	384	38	1	2	7	0	1	0	0	0	0	0	0	0	0	0
08:00	291	6	241	27	1	2	2	0	4	0	0	0	0	0	0	0	0	0
09:00	242	2	192	30	1	6	2	0	2	5	0	0	0	0	0	0	0	0
10:00	115	0	88	13	2	5	2	0	0	3	0	0	0	0	0	0	0	0
11:00	251	1	194	37	1	4	3	0	4	6	0	0	0	0	0	0	0	0
12:00 pm	349	4	274	48	1	6	4	29	1	1	4	26	5	12	0	0	0	0
01:00	201	1	182	33	0	4	2	0	2	3	0	0	0	0	0	0	0	0
02:00	308	4	213	49	1	6	5	0	1	3	0	0	0	0	0	0	0	0
03:00	461	6	367	53	2	7	5	0	4	5	0	0	0	0	0	0	0	0
04:00	518	10	432	69	1	3	3	0	5	6	0	0	0	0	0	0	0	0
05:00	472	2	403	52	0	1	1	0	1	1	0	0	0	0	0	0	0	0
06:00	331	3	282	39	0	1	0	0	1	1	0	0	0	0	0	0	0	0
07:00	311	8	204	19	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00	198	5	170	17	0	0	0	0	1	0	0	0	0	0	0	0	0	0
09:00	122	4	108	7	0	1	0	0	0	0	0	0	0	0	0	0	0	0
10:00	83	2	84	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	64	1	55	4	0	0	1	0	0	1	0	0	0	0	0	0	0	0
Day Totals	5172	71	4225	607	11	55	42	1	30	48	0	0	0	0	0	0	1	81

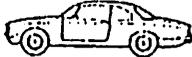
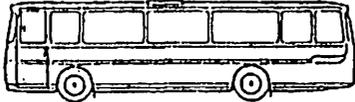
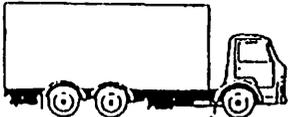
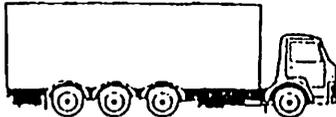
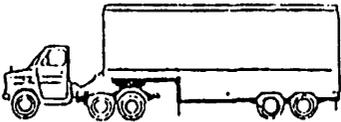
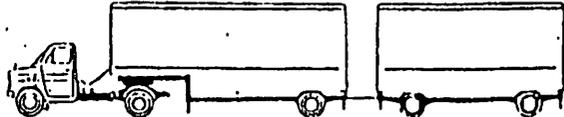
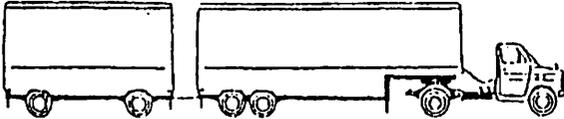
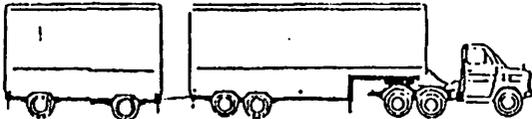
Totals	5172	71	4225	607	11	55	42	1	30	48	0	0	0	0	0	0	1	81
Percent		1.3%	81.6%	11.7%	.2%	1.0%	.9%	.0%	.5%	.9%	.0%	.0%	.0%	.0%	.0%	.0%	1.5%	

CLASS 1 2 3 4 5 6 7 8 9 10 11 12 13

2.2%

CLASS 8 and above are TRACTOR TRAILERS - SEE NEXT PAGE

# FHWA VEHICLE CLASSIFICATIONS

<p><b>1</b> Motorcycles</p> 	<p><b>2</b> Passenger Cars</p> 	<p><b>3</b> Two Axle, 4 Tire Single Units</p> 	<p><b>4</b> Buses</p> 
<p><b>5</b> Two Axle, 6 Tire Single Units</p> 	<p><b>6</b> Three Axle Single Units</p> 	<p><b>7</b> Four or More Axle Single Units</p> 	<p><b>8</b> Four or Less Axle Single Trailers</p> 
<p><b>9</b> Five Axle Single Trailers</p> 	<p><b>10</b> Six or More Axle Single Trailers</p> 	<p><b>11</b> Five or Less Axle Multi-Trailers</p> 	
<p><b>12</b> Six Axle Multi-Trailers</p> 	<p><b>13</b> Seven or More Axle Multi-Trailers</p> 		

# Ayer Police Department

## MEMORANDUM

**TO:** Anita M. Scheipers, Town Administrator  
**FROM:** Chief Richard J. Rizzo  
**DATE:** August 27, 2003  
**SUBJECT:** Sandy Pond Road Heavy Commercial Vehicle Exclusion Petition

I have done a preliminary investigation into the process and feasibility of limiting "Heavy Commercial Vehicle" traffic on Sandy Pond Road. **I did the following:**

1. Obtained a copy of the Massachusetts amendment to the Manual on Uniform Traffic control Devices, which is Section 10A-9. This amendment explains the process required to exclude Heavy Commercial Vehicle from a road. I have transposed this amendment into this memo.
2. Using our traffic counter, I conducted one week traffic counts by "axle class" on Sandy Pond Road, Willow Road, and Westford Road.
3. In an effort to better determine which commercial vehicles were using Sandy Pond Road (e.g., local delivery truck, oil delivery truck, dump truck, etc.), I assigned an officer to identify the company name and class of commercial vehicles using the road between the hours of 10:00 a.m. and 2:00 p.m., on August 25, 2003.
4. I spoke with Mr. Barry Lorion, the District Traffic Engineer for MassHighway in Worcester to clarify the process that needs to be followed before requesting an exclusion.

The filled boxes below contain a copy of Section 10A-9. I will explain the steps that I have already taken in this process and list what steps would need to be taken if the BOS decides they want to request a Heavy Commercial Vehicle Exclusion.

### ***Section 10A-9 Heavy Commercial Vehicle Exclusion***

*A truck exclusion from a municipal way may be authorized provided a suitable alternate route is available. The alternate route shall have an effective width and pavement structure which can safely accommodate the additional truck traffic. In addition the alternate route must meet one of the following conditions:*

- 1. Lie wholly within the community making the application*
- 2. Lie partially in an adjacent community but only on a state highway, or*
- 3. Lie partially in an adjacent community but have the adjacent community's written approval*

- **Suggested Suitable Alternate Routes**

**Traffic Circle end of Sandy Pond Road**

- ▶ Heavy commercial vehicle traffic planning on turning west onto Central Ave. would be allowed onto this portion of Sandy Pond Road.
- ▶ A sign at this intersection would warn that heavy commercial vehicle traffic is prohibited eastbound on Sandy Pond Road at Central Ave. The alternate route to access Willow or Westford Rds. would be Route 2A, to Willow Rd. **The end of Willow Rd. lies within Littleton so we would need Littleton's approval to satisfy condition #3.**

**Willow Rd./Westford Rd. end of Sandy Pond Road**

- ▶ The alternate route for southbound traffic on Westford Rd. to access Central Ave. (or roads off Central Ave), Groton-Harvard Rd. (or roads off Groton-Harvard Rd.), would be Willow Rd. to route 2A. **The end of Willow Rd. lies within Littleton so we would need Littleton's approval to satisfy condition #3.**
- ▶ We would attempt to catch and divert trucks before they turned north onto Willow Rd. to access Central Ave. (or roads off Central Ave), Groton-Harvard Rd. (or roads off Groton-Harvard Rd.). We would have to place a sign on route 2A and Willow Rd. telling truckers that Sandy Pond Road has a truck exclusion. Advise them that their alternate route would be route 2A, to traffic circle, to sandy Pond Rd. **Condition #1 would be satisfied.**

**Central Ave. at Sandy Pond Rd.**

- ▶ We would allow trucks driving east on Central Ave. to turn right (south) onto Sandy Pond Road.

***Section 10A-9 Heavy Commercial Vehicle Exclusion, cont.***

1.

*An engineering study, as outlined in the Data requested below, must be made. In addition, one or more of the following may sufficient justification for a truck exclusion:*

***1. Warrants***

- A. The volume of heavy commercial vehicles, which usually is in the range of five (5) to eight (8) percent, reduces the utilization of the facility and is cause for substantial reduction in capacity or safety.***
- B. The condition of the pavement structure of the route to be excluded indicates that further repeated heavy wheel loads will result in severe deterioration of the roadway.***
- C. Notwithstanding the foregoing, in certain instances where land use is primarily residential in nature and a municipality has requested an exclusion only during hours of darkness, a specific night exclusion may be granted.***

## Warrant

### A. Criteria justification for exclusion

As you can see, the volume of heavy commercial traffic during the seven day period (4.96%) may not sufficiently justify an exclusion.

If only the weekday traffic volume is considered, the truck volume may sufficiently justify an exclusion (5.78%).

### B. Condition of Pavement

Public Works Superintendent Michael Madigan feels that the road is in good shape and heavy commercial vehicles will not severely deteriorate the condition of the roadway.

### C. Evening Exclusion

The focus of the petition is on neighborhood and beach safety. An evening exclusion would probably not be appropriate. Additionally, evening heavy commercial vehicle is minimal.

#### ***Section 10A-9 Heavy Commercial Vehicle Exclusion, cont.***

##### ***2. Data***

*Before the Department can consider an exclusion proposal, the following data must be submitted by the municipality.*

- A*** *A twenty-four hour consecutive count of all vehicles using the subject street. (If the exclusion is requested for only twelve hours, a twelve-hour count will suffice.) The count will be broken into one-half hour intervals showing
  - 1.*** *Commercial vehicles with a carrying capacity of over 2 1/2 tons*
  - 2.*** *Other vehicles**
- B*** *Map of the area, with the excluded street marked in red, the alternate route in green*
- C*** *Physical characteristics of excluded and alternate streets in question, i.e. length, width, type and condition of surface and sidewalks*
- D*** *Types of buildings or property abutting street (Residential, Business, School, Playground, etc.)*

2.	<i>Data (cont)</i>
E.	<i>Zoning of Street (Residential, Industrial, etc.).</i>
F.	<i>Proximity of probable alternate route to the proposed excluded route and the additional distance to be traveled using the alternate route.</i>
G.	<i>Types of controls existing on street.</i>
H.	<i>Hours during which exclusion is to be in effect.</i>
I.	<i>A written statement from the municipality as to the need for the exclusion.</i>

## 2. Data Study

### A. Traffic Count

Between Wednesday, August 6<sup>th</sup> and Tuesday, August 12<sup>th</sup>, I conducted a traffic study by “axle class” on Sandy Pond Road. **Addendums 1a & 1b.**

1. The average volume of heavy commercial vehicle traffic for the seven days was **4.96%**. The average volume of just tractor-trailer traffic was **1.6%**.
2. The average volume of heavy commercial vehicle traffic for just weekdays was **5.78%**. The average volume of just tractor-trailer traffic was **2.1%**.

### B. Map with excluded street and alternate routes

A map will be provided if BOS request exclusion. Suggested suitable alternate routes are described at beginning of memo.

### C. Physical Characteristics of street and alternate routes

Will be provided if BOS request exclusion.

### D. Types of Buildings or Property Abutting Street

1. Sandy Pond Road (exclusion street)
  - ▶ From Willow Rd. to Central Ave. - single family homes, condominium project, Church, and public beach with basketball court. From Central Ave. to rotary- Junk car yard, Verizon garage, fast food restaurants.
2. Willow Road
  - ▶ Beginning at Sandy Pond Rd., several large industrial businesses on road and adjacent roads. Then single family residential housing.

3. Route 2A
  - ▶ Beginning at Littleton line, single family residential housing on both sides to Snake Hill Rd..
  - ▶ Snake Hill Rd. to Hatch St.-single family residential housing, condominium project and used car dealership.
  - ▶ Hatch St. to Willard St. - new car dealership, service station, restaurant, travel trailer dealership, Pepsi, Cains, motel and single family homes.

**E. Zoning of Street**

1. Sandy Pond Road (exclusion street)
  - ▶ From Willow Rd. to Central Ave. is medium density residential, from Central Ave. to rotary it is light industrial then general business.
2. Willow Road
  - ▶ Beginning at Sandy Pond Rd., heavy industrial, then medium density residential.
3. Route 2A
  - ▶ Beginning at Littleton line, low density residential on north side, and medium density residential on south side to Snake Hill Rd.
  - ▶ Snake Hill Rd. to Hatch St.- Medium density residential on north side and general business on south side.
  - ▶ Hatch St. to Balchs Pond on north side is general business.
  - ▶ Hatch St. to Willard St. on south side is general residential.

**F. Proximity of Proposed Alternate Route, Including Additional Distance Traveled**  
Westford Rd., Willow Rd., route 2A, alternate route to Central Ave., this would add 1.2 miles to the trip. All of the other alternate routes would add a similar distance to the trip.

**G. Types of Controls on Streets**  
The only control devises on the exclusion and alternate routes are stop signs.

**H. Hours is which Exclusion is to be in Effect**  
Probably 24 hours.

**I. Written Statement from Municipality as to Need for the Exclusion**  
Will be provided if approved by BOS.

**Other information to consider:**

On August 25, 2003, I had an officer document heavy commercial vehicles on Sandy Pond Road between 10:00 a.m. and 2:00 p.m. **He discovered the following:**

1. 80 heavy commercial vehicles used the road.
  - a. 43 eastbound, 37 westbound
  - b. 25 were 18 wheel tractor-trailers, 13 eastbound, 12 westbound
    - ▶ 5 were from Cains, 2 eastbound, 3 westbound
    - ▶ Other 20 were not local companies
  - c. 4 were 14 wheel tractor-trailers, 3 eastbound, 1 westbound
  - d. 8 were Ayer Public Work's dump trucks, 4 eastbound, 4 westbound
  - e. 7 were local landscaping company trucks, 6 dump trucks, 1 box truck
  - f. 4 other commercial dump trucks, 2 paving company, 1 pool company, 1 construction
  - g. 13 were 6 wheel box trucks, 2 were Kleenit
  - h. 2 were tractors without a trailer
  - i. 3 were 6 wheel flatbed trucks, Ayer company
  - j. 4 were roll-off rubbish container trucks
  - k. 2 were FedEx/UPS trucks
  
2. Between Wednesday, August 13<sup>th</sup> and Tuesday, August 19<sup>th</sup>, I conducted a traffic study by "axle class" on **Willow Road. Addendums 2a & 2b.**
  - a. The average volume of heavy commercial vehicle traffic for the seven days was **14.79%**.
  
  - b. The average volume of heavy commercial vehicle traffic for just weekdays was **17.8%**.
  
3. Between Wednesday, August 20<sup>th</sup> and Tuesday, August 26<sup>th</sup>, I conducted a traffic study by "axle class" on **Westford Road. Addendums 3a & 3b.**
  - a. The average volume of heavy commercial vehicle traffic for the seven days was **13.5%**.
  
  - b. The average volume of heavy commercial vehicle traffic for just weekdays was **16.4%**.
  
4. Trucks re-routed off the Willow/Westford Road end of Sandy Pond Road may end up trying to turn onto Columbia Street or in downtown Ayer if the driver misses Sandy Pond Road at the rotary.
  
5. Federal Highway Administration vehicle classes with definitions. **Addendum 4.**

**From:** Sheri Bean [<mailto:sbean@mrpc.org>]  
**Sent:** Thursday, February 20, 2014 8:10 AM  
**To:** Mark Wetzel  
**Subject:** RE: Truck Traffic on Sandy Pond Road

Hi Mark,

I can't find any vehicle classification data for Sandy Pond Road in our database. In fact, I believe the last time we did a count on that roadway was in 2006 (volume only). For future reference, this website (<http://mhd.ms2soft.com/tcds/tsearch.asp?loc=Mhd&mod=>) will be useful. This is MassDOT's new site for traffic counts and all of the counts that we conduct will be uploaded there. Feel free to contact me as well but this site is a great first step.

As far as gathering count data at the current time, it's still too snowy to lay down road tubes. If you want to wait until April we could do it then (weather permitting). But if you need the data right away we do have our Miovision camera that can collect volume & class data. It breaks it down by cars, medium trucks and large trucks. There is a cost for data processing that we would charge. I would estimate that the cost would be somewhere in the area of \$180 for 24 hrs. We charge exactly what Miovision charges for processing so this amount could go up or down slightly.

Please let me know if this is something you would be interested in.

---

Sheri Bean, Transportation Planner  
Montachusett Regional Planning Commission  
1427R Water Street  
Fitchburg, MA 01420  
978-345-7376 x315

**From:** Mark Wetzel [<mailto:mwetzel@ayer.ma.us>]  
**Sent:** Wednesday, February 19, 2014 4:17 PM  
**To:** Sheri Bean  
**Cc:** [JMurray@ayer.ma.us](mailto:JMurray@ayer.ma.us); 'Robert Pontbriand'  
**Subject:** Truck Traffic on Sandy Pond Road

Our Board of Selectmen have asked us to evaluate truck traffic volume on Sandy Pond Road in Ayer. Does MRPC have any traffic count data for this road. Is it possible to install traffic counters that can differentiate between autos and trucks? Any info regarding this would be appreciated.

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

 Please consider the environment before printing this email.

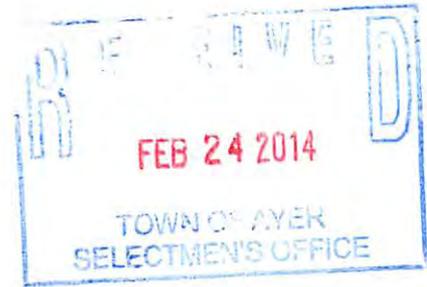
## AGENDA ITEM #6

### TOWN ADMINISTRATOR'S REPORT

1. **St. Mary's Church Request for One Day Beer/Wine License** (See Attached)
2. **G. W. Archer, Inc. MOBIL, Request to Amend Addendum – A of License to Sell Wines and Malt Beverages** which if amended would permit Minors (under age 21) to be employed. Minors (under age 21) are still prohibited from selling, stocking, and/or handling alcoholic beverages. The authority as to whether or not to amend this license is the purview of the BOS as License Commissioners. Chief Murray will be present to answer any questions. Mr. Gary Archer will also be present. (See Attached)
3. **Appointment of BOS Representative to the Water and Sewer Rate Review Committee**  
As a result of the resignation of Selectman Fay, the BOS needs to appoint a BOS Representative to the Water and Sewer Rate Review Committee. The Committee meets during the day at Town Hall. It is an annual appointment from July 1<sup>st</sup> to June 30<sup>th</sup>.
4. **Town Life Insurance Contract and Contribution Recommendation** (See Attached)  
The Town Administrator and Assistant Treasurer respectfully recommend that the BOS maintain the 75-25 Contribution for Active Employees and the 50-50 Split for Retirees. Upon approval of this contribution recommendation by the BOS, the Contract can then be executed by the Town Administrator and the New Life Insurance Proposal will be implemented.
5. **RFT for BOS Secretary FY 2014 Budget Account for Retirement Buyback \$8,140.80**  
(See Attached)
6. **Town of Ayer Legal Update on Various Legal Matters and Town Counsel Budget**  
(See Attached). Additionally the Town Administrator will offer a brief oral update.
7. **DRAFT #1 of the Annual Town Meeting Warrant (See Attached)**  
*Note:* This is a very rough first draft as presented to the Executive Bi-Board on 2-27-2014. As subsequent drafts become available they will be transmitted to the BOS, Fin Com, Department Heads, and Town Moderator. The deadline for all Warrant Articles (including Citizens Petitions) is 5pm on Friday, April 11, 2014 as previously set by the BOS.
8. **Recommendations for the Cover of the 2013 Annual Town Report**  
The 2013 Annual Town Report is currently being assembled. As is tradition, the BOS have approved the cover design/photo(s) for the Annual Town Report. The BOS is asked for recommendations/input.

*St. Mary Parish*

31 Shirley Street  
Ayer, MA 01432



February 21, 2014

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

To the Ayer Board of Selectmen:

We will be having a St. Patrick's Supper on Saturday, March 8<sup>th</sup> at 5:30pm in our Parish Hall.

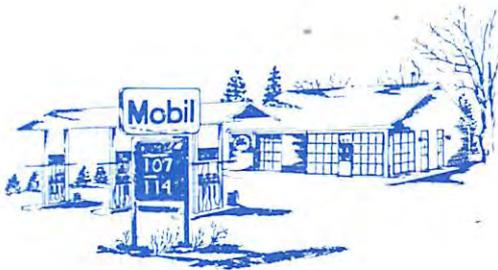
We would like a permit to serve beer and wine that night.

Thank you in advance,

Betsy Diskin, Parish Business Manager

Tel. 978 772-2414

Fax 978 772-0727



**G.W. Archer, Inc.**

Est. 1966

**Mobil**



February 26, 2014

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

Re: License Alcoholic Beverages

I am writing to request a change to the Addendum A which is attached to my Retail Package Goods License to sell Wines and Malt Beverages.

The addendum is #2 which currently reads Minors (under age 21) are not allowed to be employed by this business. I would like it to read

Minor Employees (under age 21) are not allowed to sell, stock or handle alcoholic beverages.

Please contact me with any questions and or with a date and time that I can come and discuss my proposed change with the board.

Sincerely,

Gary W. Archer  
G.W. Archer, Inc.  
70 Main Street  
Ayer, MA 01432

## **Addendum A**

### **Gary W. Archer-Archer's Mobil**

**Approved by the Ayer Board of Selectmen on 2-1-05 with the following restrictions:**

- 1. No selling of Beer & Wine without proper documentation of proof of age, which is stored in the computer data base for each sale.**
- 2. Minors (under age 21) are not allowed to be employed by this business.**
- 3. All Alcoholic products to be sold from locations located closest to pay point.**
- 4. Security cameras to cover area where alcohol beverages are displayed and on cashier.**
- 5. All alcoholic beverages are not accessible by public during hours when alcohol is not for sale. Internal displays, etc. with alcohol to be covered and secured with grommets when alcohol is not available for sale.**
- 6. No single/individual containers of beer, malt, or wine coolers to be sold, with the exception of large (750ML) and up bottles of wine.**
- 7. No external signs/displays advertising alcohol beverages.**

## Robert Pontbriand

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**From:** Melisa Doig [mdoig@ayer.ma.us]  
**Sent:** Monday, February 24, 2014 12:06 PM  
**To:** ayerbos@ayer.ma.us; rpontbriand@ayer.ma.us  
**Subject:** FW: Ayer-Contract Applications  
**Attachments:** Ayer Basic G-1163 GRTPAPP.pdf; Ayer Closed Voluntary\_ G-19130 GRTPAPP.pdf; Ayer ISSUE AGE VOLUNTARY GRTP APP.pdf

**Importance:** High

All,

Attached are the contracts for the basic life insurance and the voluntary life insurance. Please be advised that they only need one signature, who could be Robert. See below for the answer to the question that came up at your February 18, 2014 meeting. Again, I would like to mention that I will be having a "benefits fair", and Boston Mutual will have a representative who will be going to all the departments during open enrollment to touch base with the employees and to answer any questions they may have. This is a "voluntary" program and has "no" cost to the town.

If you have any other questions, let me know.

Regards,  
Melisa

---

**From:** McManus, Marilyn [[mailto:Marilyn\\_McManus@bostonmutual.com](mailto:Marilyn_McManus@bostonmutual.com)]  
**Sent:** Friday, February 21, 2014 12:25 PM  
**To:** 'Melisa Doig'  
**Cc:** Kapnis, Michael; Police, Joshua; Desto, Bob  
**Subject:** RE: Ayer-Contract Applications

Marilyn J. McManus  
Sr Municipal Account Manager  
Boston Mutual Life Insurance Company  
120 Royall Street  
Canton MA 02021  
[marilyn\\_mcmanus@bostonmutual.com](mailto:marilyn_mcmanus@bostonmutual.com)  
781-770-0254

Hi Melisa,

As requested, attached are the contract applications to be signed by the appropriate person from the Town of Ayer.

Once signed by the Town, please forward the originals to Mike Kapnis at Eastern Benefits for the agency's signature.

Mike will in turn send the originals to Boston Mutual for processing and contact you to set up procedures for an open enrollment of the new Voluntary product.

Below is an explanation of the wording that was in question on the Voluntary proposal:

Boston Mutual Life Insurance policies are annual renewable contracts in which a financial review is conducted on an annual basis or at the end of a rate guarantee period. The annual financial review of all product lines (Basic & Voluntary) takes into consideration the premium/claims experience and the demographic makeup of each line of coverage. Typically, the Voluntary Life programs tend to insure more younger active employees and far less retirees than the Basic Life programs and thus less likely to incur rate increases over time. The

Town's current Voluntary Life program is a "composite rated" plan whereas there is a single life rate for all insureds regardless of age. The new proposed "age rated" plan includes rates that are based on the individual's age at initial entry into the plan and does not increase as individuals attain higher ages, unlike most group voluntary life plans in the market today in which the cost will increase as the individual gets older. The wording in our proposal just alludes to the fact that the new Voluntary Life plan is subject to the same annual financial review of all product lines to determine if the rates remain adequate from an experience and demographic perspective.

If you have any other questions, please feel free to contact me.

Enjoy the weekend,  
Marilyn

---

**From:** Melisa Doig [<mailto:mdoig@ayer.ma.us>]  
**Sent:** Thursday, February 20, 2014 12:15 PM  
**To:** McManus, Marilyn  
**Cc:** [rpontbriand@ayer.ma.us](mailto:rpontbriand@ayer.ma.us)  
**Subject:** Town of Ayer-Contract  
**Importance:** High

Dear Marilyn,

As you are aware the Board of Selectmen (BOS) and the Finance Committee voted to upgrade the basic and voluntary life insurances for June 1, 2014 . A question came up at the February 18, 2014 BOS meeting on the voluntary policy (see attached) in regards to rate increases. I understood this to work the same as any other insurance policy that rates "may have a possibly" to change after the guarantee rate period. In the past 15 plus years that I have been administering these plans I have not seen a rate change on the voluntary plans. Could you please clarify what this means and send along the contracts for the new plans. The BOS are meeting on March 4, 2014 so if we could have this information for that meeting that would be most appreciated.

Thank you,  
Melisa

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**DISCLAIMER:**

This e-mail message (including attachments, if any) is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, proprietary, confidential and exempt from disclosure. If you are not the intended recipient, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender and erase this e-mail message immediately.

Circular 230 disclosure: This document or any attachment was not intended or written to be used, and cannot be used, to: (1) avoid tax penalties, or (2) promote, market or recommend any tax plan or arrangement.

# APPLICATION FOR GROUP TERM LIFE INSURANCE TO THE



- Over a Century of Service -

CANTON, MASSACHUSETTS 02021  
(Herein called the Company)

Policy Number G:-1163 Basic

Application is hereby made for the insurance coverages specified in Item(s) 15 Schedule of Basic Benefits and/or 23 Schedule of Voluntary Benefits hereof, said coverages to be included, if permitted by the Company, with other coverages under any policy of the applicant in force on the effective date of the coverages hereby applied for. The insurance applied for shall not take effect until this Application has been approved by the Company at its Home Office. Any premium deposit shall be refunded in the event that the Company declines to issue the policy or policies applied for.

1. Legal Name of Applicant: Town of Ayer
2. Address: P O Box 294  
Ayer, Massachusetts 01432
3. Name of Correspondent: Melisa Doig Title: Assistant Treasurer  
Telephone: 978-772-8216 Fax: 978-772-5968
4. The applicant is a  Corporation  Partnership  Proprietorship  Trusteeship  Association  
Other [please specify]: Municipal Government
5. Nature of Business: Municipal SIC Code: 9199

6. Subsidiary or Affiliated Companies also to be covered. (In case of trusteeship or association, list contributing Employers or Employer-Members on the back of this application):

<u>Name and Address</u>	<u>Relationship to Applicant/Policyholder</u>	<u>Subsidiary or Affiliate</u>
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None

7. a) Effective Date: June 1, 2014
- b) Premiums will be paid  Monthly  Quarterly  Semi-Annually  Annually
8. Each insurance coverage hereby applied for is not to replace, nor is it in addition to, any such insurance now or previously in force, except as stated below:

<u>Insurance Coverage</u>	<u>Date Discontinued</u>	<u>Name of Insurance Company</u>
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9. Any change in amount of the employee's insurance shall become effective:
- on the first day of the insurance month coincident with or next following the date of change
- upon the anniversary date of the group policy
- or otherwise as indicated

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Provided the employee is then not disabled; otherwise, on the date that he or she returns to active work.

**SCHEDULE OF BASIC GROUP INSURANCE**

10. Group Eligibility:

- a. Total Number of Eligible Employees 203 of whom 203 will be insured.
- b. Total Number of Eligible Employees with Eligible Dependents N/A of whom N/A will be insured

11. Eligible Employees: All full-time employees who devote a minimum of 20 hours each week to the service of the Policyholder at their regular and customary place of employment, or at whatever place the Policyholder's business requires them to go, during the regular work week of permanent employees. Standard MGL Chapter 32B eligibility.

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12. Employee's contribution toward cost of insurance:

- |                          |                      |                      |
|--------------------------|----------------------|----------------------|
| a. Employee:             | Life Insurance 25 %  | AD&D Insurance 25 %  |
| b. Spouse:               | Life Insurance N/A % | AD&D Insurance N/A % |
| c. Dependent Child(ren): | Life Insurance N/A % | AD&D Insurance N/A % |

The Applicant shall furnish to the Company the information necessary for proper administration of the applied for insurance program. The Applicant also agrees to make the payroll deduction authorized in writing by each employee of the required premium contribution toward the cost of his or her insurance.

13. Waiting period for Eligible Employees:

- a. Employees employed on or prior to the Effective Date
  - None
  - day of the month following service.
- b. Employees employed after the Effective Date to be eligible on
  - None – eligible on date of hire
  - day of the month following .

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.

14. Specifications for Group Insurance. Complete only those items that apply to coverages requested:

- a.  Life Insurance: One year renewable term plan with Waiver of Premium.
- b.  Life Insurance: One year renewable term plan without Waiver of Premium.
- c.  Accidental Death and Dismemberment Insurance: 24 hour coverage.
- d.  Dependent Life Insurance:
 

\$	Spouse
\$	Dependent Children 14 days to 6 months
\$	Dependent Children 6 months to 1 year
\$	Dependent Children 1 year to age if full-time student to age
- e.  Dependent AD&D Insurance.

15. Schedule of Insurance. Include Class Number(s), Description and Schedule of Benefits.

**SCHEDULE OF BASIC BENEFITS**

Class	Classification	Amounts of Life, AD&D, Dependent Insurance by Class
Div 1 Class 01	Eligible Active employees	\$5,000 Life & AD&D
Div 2 Class 02	Eligible Retirees	\$5,000 Life & AD&D

16. Rates are guaranteed for 2 years. If after the first policy year the total number of lives or volume of insurance changes by 25% or more, rates may be subject to revisions.

17. Please check one.

- a) Upon Retirement
  - all insurance benefits shall terminate.
  - amounts of Life and AD&D Insurance shall be reduced \_\_\_\_\_ percent.
  - amounts of Life and AD&D Insurance shall be reduced to \$ \_\_\_\_\_.
  - Other [please specify]: Amounts of Life and AD&D Insurance remain at \$5,000.
  
- b) Upon the attainment of age:
  - N/A amounts of Life and AD&D Insurance shall be reduced \_\_\_\_\_ percent.
  - N/A amounts of Life and AD&D Insurance shall be reduced to \$ \_\_\_\_\_.
  - N/A amounts of Life and AD&D Insurance shall be reduced \_\_\_\_\_ percent. Upon the attainment of age \_\_\_\_\_ the amounts of Life and AD&D Insurance shall be reduced an additional \_\_\_\_\_ percent to \_\_\_\_\_ percent of the original amount.
  - N/A amounts of Life and AD&D Insurance shall terminate.
  - Other [please specify]:
  
- c) Spouse terminates at age: N/A
  
- d) Child(ren) terminates at age: N/A or age N/A if a full-time student.

18. Premium Deposit herewith of \$ N/A, to be applied toward the payment of premiums under the basic group insurance policy or policies hereby applied for.

**SCHEDULE OF VOLUNTARY GROUP INSURANCE**

19. Total Number of Employees \_\_\_\_\_, of whom \_\_\_\_\_ are eligible.

20. Eligible Employees: All full-time employees who devote a minimum of 20 hours each week to the service of the Policyholder at their regular and customary place of employment, or at whatever place the Policyholder's business requires them to go, during the regular work week of permanent employees, Standard MGL Chapter 32B eligibility.

---

21. Employee's contribution toward cost of insurance:

a. Employee:	Life Insurance	%	AD&D Insurance	%
b. Spouse:	Life Insurance	%	AD&D Insurance	%
c. Dependent Child(ren):	Life Insurance:	%	AD&D Insurance	%

The Applicant shall furnish to the Company the information necessary for proper administration of the applied for insurance program. The Applicant also agrees to make the payroll deduction authorized in writing by each employee of the required premium contribution toward the cost of his or her insurance.

22. Waiting period for Eligible Employees. Amounts *not requiring Evidence of Insurability* are to be effective on:

a. Employees employed on or prior to the Effective Date:

None

\_\_\_\_\_ day of the month following \_\_\_\_\_ service.

b. Employees employed after the Effective Date to be eligible on:

None

\_\_\_\_\_ day of the month following \_\_\_\_\_.

Amounts requiring Evidence of Insurability will be effective on the date approved by Boston Mutual Life Insurance Company. No premium is due or payable for such insurance until approved.

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.

23. Specifications for Voluntary Group Insurance. Complete only those items that apply to coverages requested.

- a.  Life Insurance: One year renewable term plan with Waiver of Premium.
- b.  Life Insurance: One year renewable term plan without Waiver of Premium.
- c.  Accidental Death and Dismemberment Insurance: 24 hour coverage.
- d.  Dependent Life Insurance:
 

\$ _____	Spouse
\$ _____	Dependent Children 14 days to 6 months
\$ _____	Dependent Children 6 months to 1 year
\$ _____	Dependent Children 1 year to age _____ if full-time student to age _____
- e.  Dependent AD&D Insurance.



27.  Voluntary Life Insurance not chosen therefore Items 19 through 26 are voided and hereby removed from this Application.

28. If applicable, name and address of Third Party Administrator:

29. Remarks: *Unless otherwise noted, salary schedules exclude bonuses and commissions.*

**Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.**

Dated at: _____	
CITY, STATE	MONTH - DAY - YEAR
Eastern Insurance Group LLC/Eastern Benefits Group Licensed Agent/Agency Name (type or print)	Town of Ayer Legal Name of Applicant
Signature of Agent or Authorized Agency Representative	Full Name of Employer's Authorized Representative (type or print)
Soc. Sec. # of Agent or F.I.N. # of Agency	Signature
Licensed Resident Agent (if required by law)	Title

APPLICATION FOR GROUP TERM LIFE INSURANCE  
TO THE



- Over a Century of Service -

CANTON, MASSACHUSETTS 02021  
(Herein called the Company)

Policy Number G:-19130  
Voluntary (closed)

Application is hereby made for the insurance coverages specified in Item(s) 15 Schedule of Basic Benefits and/or 23 Schedule of Voluntary Benefits hereof, said coverages to be included, if permitted by the Company, with other coverages under any policy of the applicant in force on the effective date of the coverages hereby applied for. The insurance applied for shall not take effect until this Application has been approved by the Company at its Home Office. Any premium deposit shall be refunded in the event that the Company declines to issue the policy or policies applied for.

1. Legal Name of Applicant: Town of Ayer
2. Address: P O Box 294  
Ayer, Massachusetts 01432
3. Name of Correspondent: Melisa Doig Title: Assistant Treasurer  
Telephone: 978-772-8216 Fax: 978-772-5968
4. The applicant is a  Corporation  Partnership  Proprietorship  Trusteeship  Association  
Other [please specify]: Municipal Government
5. Nature of Business: Municipal SIC Code: 9199
6. Subsidiary or Affiliated Companies also to be covered. (In case of trusteeship or association, list contributing Employers or Employer-Members on the back of this application):

<u>Name and Address</u>	<u>Relationship to Applicant/Policyholder</u>	<u>Subsidiary or Affiliate</u>
None		
7. a) Effective Date: June 1, 2014  
b) Premiums will be paid  Monthly  Quarterly  Semi-Annually  Annually
8. Each insurance coverage hereby applied for is not to replace, nor is it in addition to, any such insurance now or previously in force, except as stated below:

<u>Insurance Coverage</u>	<u>Date Discontinued</u>	<u>Name of Insurance Company</u>
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9. Any change in amount of the employee's insurance shall become effective:  
 on the first day of the insurance month coincident with or next following the date of change  
 upon the anniversary date of the group policy  
 or otherwise as indicated

Provided the employee is then not disabled; otherwise, on the date that he or she returns to active work.

## SCHEDULE OF BASIC GROUP INSURANCE

10. Group Eligibility:
- a. Total Number of Eligible Employees \_\_\_\_\_ of whom \_\_\_\_\_ will be insured.
- b. Total Number of Eligible Employees with Eligible Dependents \_\_\_\_\_ of whom \_\_\_\_\_ will be insured
11. Eligible Employees: All full-time employees who devote a minimum of 20 hours each week to the service of the Policyholder at their regular and customary place of employment, or at whatever place the Policyholder's business requires them to go, during the regular work week of permanent employees. Standard MGL Chapter 32B eligibility.
- 

12. Employee's contribution toward cost of insurance:

a. Employee:	Life Insurance	%	AD&D Insurance	%
b. Spouse:	Life Insurance	%	AD&D Insurance	%
c. Dependent Child(ren):	Life Insurance	%	AD&D Insurance	%

The Applicant shall furnish to the Company the information necessary for proper administration of the applied for insurance program. The Applicant also agrees to make the payroll deduction authorized in writing by each employee of the required premium contribution toward the cost of his or her insurance.

13. Waiting period for Eligible Employees:

- a. Employees employed on or prior to the Effective Date
- None
- \_\_\_\_\_ day of the month following \_\_\_\_\_ service.
- b. Employees employed after the Effective Date to be eligible on
- None
- \_\_\_\_\_ day of the month following \_\_\_\_\_ .

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.

14. Specifications for Group Insurance. Complete only those items that apply to coverages requested:

- a.  Life Insurance: One year renewable term plan with Waiver of Premium.
- b.  Life Insurance: One year renewable term plan without Waiver of Premium.
- c.  Accidental Death and Dismemberment Insurance: 24 hour coverage.
- d.  Dependent Life Insurance:
- \$ \_\_\_\_\_ Spouse
- \$ \_\_\_\_\_ Dependent Children 14 days to 6 months
- \$ \_\_\_\_\_ Dependent Children 6 months to 1 year
- \$ \_\_\_\_\_ Dependent Children 1 year to age \_\_\_\_\_ if full-time student to age \_\_\_\_\_
- e.  Dependent AD&D Insurance.

15. Schedule of Insurance. Include Class Number(s), Description and Schedule of Benefits.

**SCHEDULE OF BASIC BENEFITS**

Class	Classification	Amounts of Life, AD&D, Dependent Insurance by Class
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16. Rates are guaranteed for years. If after the first policy year the total number of lives or volume of insurance changes by 25% or more, rates may be subject to revisions.

17. Please check one.

- a) Upon Retirement  all insurance benefits shall terminate.
- amounts of Life and AD&D Insurance shall be reduced percent.
- amounts of Life and AD&D Insurance shall be reduced to \$ .
- Other [please specify]:

- b) Upon the attainment of age: N/A amounts of Life and AD&D Insurance shall be reduced percent.
- N/A amounts of Life and AD&D Insurance shall be reduced to \$ .
- N/A amounts of Life and AD&D Insurance shall be reduced percent. Upon the attainment of age the amounts of Life and AD&D Insurance shall be reduced an additional percent to percent of the original amount.
- N/A amounts of Life and AD&D Insurance shall terminate.
- Other [please specify]:

c) Spouse terminates at age: N/A

d) Child(ren) terminates at age: N/A or age N/A if a full-time student.

18. Premium Deposit herewith of \$ N/A, to be applied toward the payment of premiums under the basic group insurance policy or

**SCHEDULE OF VOLUNTARY GROUP INSURANCE**

19. Total Number of Employees 66, of whom 66 are eligible.

20. Eligible Employees: All full-time employees who devote a minimum of 20 hours each week to the service of the Policyholder at their regular and customary place of employment, or at whatever place the Policyholder's business requires them to go, during the regular work week of permanent employees, Standard MGL Chapter 32B eligibility.

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21. Employee's contribution toward cost of insurance:

- |                          |                      |                     |
|--------------------------|----------------------|---------------------|
| a. Employee:             | Life Insurance 100%  | AD&D Insurance 100% |
| b. Spouse:               | Life Insurance 100%  | AD&D Insurance N/A% |
| c. Dependent Child(ren): | Life Insurance: 100% | AD&D Insurance N/A% |

The Applicant shall furnish to the Company the information necessary for proper administration of the applied for insurance program. The Applicant also agrees to make the payroll deduction authorized in writing by each employee of the required premium contribution toward the cost of his or her insurance.

22. Waiting period for Eligible Employees. Amounts *not requiring Evidence of Insurability* are to be effective on:

a. Employees employed on or prior to the Effective Date:

- None  
 day of the month following service.

b. Employees employed after the Effective Date to be eligible on:

- None – eligible on date of hire  
 day of the month following .

Amounts requiring Evidence of Insurability will be effective on the date approved by Boston Mutual Life Insurance Company. No premium is due or payable for such insurance until approved.

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.

23. Specifications for Voluntary Group Insurance. Complete only those items that apply to coverages requested.

- a.  Life Insurance: One year renewable term plan with Waiver of Premium.
- b.  Life Insurance: One year renewable term plan without Waiver of Premium.
- c.  Accidental Death and Dismemberment Insurance: 24 hour coverage.
- d.  Dependent Life Insurance:
 

\$ 5,000	Spouse
\$ 400	Dependent Children 14 days to 6 months
\$ 2,000	Dependent Children 6 months to 1 year
\$ 2,000	Dependent Children 1 year to age 19; if full-time student to age 25
- e.  Dependent AD&D Insurance.

24. Schedule of Insurance. Include Class Number(s), Description and Schedule of Benefits.

**SCHEDULE OF VOLUNTARY BENEFITS**

Class	Classification	Amounts of Life, AD&D, Dependent Insurance by Class
Departments by Class		
01	Eligible Active Employees	\$ 5,000 Life & AD&D & Dependent Life (if elected)
02	Eligible Active Employees	\$10,000 Life & AD&D & Dependent Life (if elected)
03	Eligible Active Employees	\$15,000 Life & AD&D & Dependent Life (if elected)
04	Eligible Active Employees	\$20,000 Life & AD&D & Dependent Life (if elected)
05	Eligible Active Employees	\$25,000 Life & AD&D & Dependent Life (if elected)
06	Eligible Active Employees	\$30,000 Life & AD&D & Dependent Life (if elected)
07	Eligible Active Employees	\$35,000 Life & AD&D & Dependent Life (if elected)
08	Eligible Active Employees	\$40,000 Life & AD&D & Dependent Life (if elected)
09	Eligible Retirees	\$ 5,000 Life & AD&D & Dependent Life (if elected)

Guarantee Issue \$40,000

Dependent Life (Only)  
 \$5,000 Spouse  
 \$ 400 Dependent Children 14 days to 6 months  
 \$ 2,000 Dependent Children 6 months to 1 year  
 \$ 2,000 Dependent Children 1 year to age 19; if full-time student  
 To age 25  
 All Guarantee Issue

25. Rates are guaranteed for 2 years. If after the first policy year the total number of lives or volume of insurance changes by 25% or more, rates may be subject to revisions.

26. Please check one.

- a) Upon Retirement:  all insurance benefits shall terminate.  
 amounts of Life and AD&D Insurance shall be reduced \_\_\_\_\_ percent.  
 amounts of Life and AD&D Insurance shall be reduced to \$ \_\_\_\_\_.  
 Other [please specify]:  
 Amounts of Life & AD&D reduces to \$5,000, Dependent Life (if elected) continues to age 75 at which time all benefits terminate

- b) Upon the attainment of age: \_\_\_\_\_ amounts of Life and AD&D Insurance shall be reduced \_\_\_\_\_ percent.  
 \_\_\_\_\_ amounts of Life and AD&D Insurance shall be reduced \_\_\_\_\_ percent. Upon the attainment of age \_\_\_\_\_ the amounts of Life and AD&D Insurance shall be reduced an additional \_\_\_\_\_ percent to \_\_\_\_\_ percent of the original amount.  
**70 amounts of Life and AD&D Insurance shall be reduced to \$5,000.**  
 Other [please specify]:  
**75 all benefits terminate for Active Employees and Retirees**

c) Spouse terminates at age: 70.

d) Child(ren) terminates at age: 19 or age 25 if a full-time student.

27.  Voluntary Life Insurance not chosen therefore Items 19 through 26 are voided and hereby removed from this Application.

28. If applicable, name and address of Third Party Administrator:

29. Remarks: *Unless otherwise noted, salary schedules exclude bonuses and commissions.*

**Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.**

Dated at: _____	
CITY, STATE	MONTH - DAY - YEAR
Eastern Insurance Group LLC/Eastern Benefits Group Licensed Agent/Agency Name (type or print)	Town of Ayer Legal Name of Applicant
Signature of Agent or Authorized Agency Representative	Full Name of Employer's Authorized Representative (type or print)
Soc. Sec. # of Agent or F.I.N. # of Agency	Signature
Licensed Resident Agent (if required by law)	Title

# APPLICATION FOR GROUP TERM LIFE INSURANCE TO THE



- Over a Century of Service -

CANTON, MASSACHUSETTS 02021  
(Herein called the Company)

Policy Number G:  
Issue Age Voluntary

Application is hereby made for the insurance coverages specified in Item(s) 15 Schedule of Basic Benefits and/or 23 Schedule of Voluntary Benefits hereof, said coverages to be included, if permitted by the Company, with other coverages under any policy of the applicant in force on the effective date of the coverages hereby applied for. The insurance applied for shall not take effect until this Application has been approved by the Company at its Home Office. Any premium deposit shall be refunded in the event that the Company declines to issue the policy or policies applied for.

1. Legal Name of Applicant: Town of Ayer
2. Address: P O Box 294  
Ayer, Massachusetts 01432
3. Name of Correspondent: Melisa Doig Title: Assistant Treasurer  
Telephone: 978-772-8216 Fax: 978-772-5968
4. The applicant is a  Corporation  Partnership  Proprietorship  Trusteeship  Association  
Other [please specify]: Municipal Government
5. Nature of Business: Municipal SIC Code: 9199
6. Subsidiary or Affiliated Companies also to be covered. (In case of trusteeship or association, list contributing Employers or Employer-Members on the back of this application):  

<u>Name and Address</u>	<u>Relationship to Applicant/Policyholder</u>	<u>Subsidiary or Affiliate</u>
None		
7. a) Effective Date: June 1, 2014  
b) Premiums will be paid  Monthly  Quarterly  Semi-Annually  Annually
8. Each insurance coverage hereby applied for is not to replace, nor is it in addition to, any such insurance now or previously in force, except as stated below:  

<u>Insurance Coverage</u>	<u>Date Discontinued</u>	<u>Name of Insurance Company</u>
---------------------------	--------------------------	----------------------------------
9. Any change in amount of the employee's insurance shall become effective:  
 on the first day of the insurance month coincident with or next following the date of change  
 upon the anniversary date of the group policy  
 or otherwise as indicated:

Provided the employee is then not disabled; otherwise, on the date that he or she returns to active work.

## SCHEDULE OF BASIC GROUP INSURANCE

10. Group Eligibility:
- a. Total Number of Eligible Employees \_\_\_\_\_ of whom \_\_\_\_\_ will be insured.
- b. Total Number of Eligible Employees with Eligible Dependents \_\_\_\_\_ of whom \_\_\_\_\_ will be insured
11. Eligible Employees: All full-time employees who devote a minimum of 20 hours each week to the service of the Policyholder at their regular and customary place of employment, or at whatever place the Policyholder's business requires them to go, during the regular work week of permanent employees, Standard MGL Chapter 32B eligibility.
- 

12. Employee's contribution toward cost of insurance:

- |                          |                      |                       |
|--------------------------|----------------------|-----------------------|
| a. Employee:             | Life Insurance: N/A% | AD&D Insurance: N/A % |
| b. Spouse:               | Life Insurance: N/A% | AD&D Insurance: N/A%  |
| c. Dependent Child(ren): | Life Insurance: N/A% | AD&D Insurance : N/A% |

The Applicant shall furnish to the Company the information necessary for proper administration of the applied for insurance program. The Applicant also agrees to make the payroll deduction authorized in writing by each employee of the required premium contribution toward the cost of his or her insurance.

13. Waiting period for Eligible Employees:

- a. Employees employed on or prior to the Effective Date
- None
- \_\_\_\_\_ day of the month following \_\_\_\_\_ service.
- b. Employees employed after the Effective Date to be eligible on
- None
- \_\_\_\_\_ days following \_\_\_\_\_ of service.

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.

14. Specifications for Group Insurance. Complete only those items that apply to coverages requested:

- a.  Life Insurance: One year renewable term plan with Waiver of Premium.
- b.  Life Insurance: One year renewable term plan without Waiver of Premium.
- c.  Accidental Death and Dismemberment Insurance: 24 hour coverage.
- d.  Dependent Life Insurance:
- |    |  |
|----|--|
| \$ | Spouse   |
| \$ | Dependent Children 14 days to 6 months                                   |
| \$ | Dependent Children 6 months to 1 year                                    |
| \$ | Dependent Children 1 year to age _____ if full-time student to age _____ |
- e.  Dependent AD&D Insurance.

15. Schedule of Insurance. Include Class Number(s), Description and Schedule of Benefits.

**SCHEDULE OF BASIC BENEFITS**

Class	Classification	Amounts of Life, AD&D, Dependent Insurance by Class
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16. Rates are guaranteed for \_\_\_\_\_ years. If after the first policy year the total number of lives or volume of insurance changes by 25% or more, rates may be subject to revisions.

17. Please check one.

- a) Upon Retirement  all insurance benefits shall terminate.  
 amounts of Life and AD&D Insurance shall be reduced \_\_\_\_\_ percent.  
 amounts of Life and AD&D Insurance shall be reduced to \$ \_\_\_\_\_  
 Other [please specify]: \_\_\_\_\_

- b) Upon the attainment of age: \_\_\_\_\_ amounts of Life and AD&D Insurance shall be reduced \_\_\_\_\_ percent.  
\_\_\_\_\_ amounts of Life and AD&D Insurance shall be reduced to \$ \_\_\_\_\_ .  
\_\_\_\_\_ amounts of Life and AD&D Insurance shall be reduced \_\_\_\_\_ percent. Upon the  
attainment of age \_\_\_\_\_ the amounts of Life and AD&D Insurance shall be reduced  
an additional \_\_\_\_\_ percent to \_\_\_\_\_ percent of the original amount.  
\_\_\_\_\_ amounts of Life and AD&D Insurance shall terminate.  
 Other [please specify]: \_\_\_\_\_

c) Spouse terminates at age: \_\_\_\_\_

d) Child(ren) terminates at age: \_\_\_\_\_ Or age \_\_\_\_\_ if a full-time student.

18. Premium Deposit herewith of \$ N/A, to be applied toward the payment of premiums under the basic group insurance policy or policies hereby applied for.

**SCHEDULE OF (ISSUE AGE) VOLUNTARY GROUP INSURANCE**

19. Total Number of Employees 69, of whom 69 are eligible.

20. Eligible Employees: All full-time employees who devote a minimum of 20 hours each week to the service of the Policyholder at their regular and customary place of employment, or at whatever place the Policyholder's business requires them to go, during the regular work week of permanent employees, Standard MGL Chapter 32B eligibility.

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21. Employee's contribution toward cost of insurance:

- |                          |                      |                      |
|--------------------------|----------------------|----------------------|
| a. Employee:             | Life Insurance: 100% | AD&D Insurance: 100% |
| b. Spouse:               | Life Insurance: 100% | AD&D Insurance: 100% |
| c. Dependent Child(ren): | Life Insurance: 100% | AD&D Insurance: N/A% |

The Applicant shall furnish to the Company the information necessary for proper administration of the applied for insurance program. The Applicant also agrees to make the payroll deduction authorized in writing by each employee of the required premium contribution toward the cost of his or her insurance.

22. Waiting period for Eligible Employees. Amounts *not requiring Evidence of Insurability* are to be effective on:

a. Employees employed on or prior to the Effective Date:

- None  
            day of the month following            service.

b. Employees employed after the Effective Date to be eligible on:

- None - Eligible on date of hire  
            day of the month following

Amounts requiring Evidence of Insurability will be effective on the date approved by Boston Mutual Life Insurance Company. No premium is due or payable for such insurance until approved.

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.

23. Specifications for Voluntary Group Insurance. Complete only those items that apply to coverages requested.

- a.  Life Insurance: One year renewable term plan with Waiver of Premium.
- b.  Life Insurance: One year renewable term plan without Waiver of Premium.
- c.  Accidental Death and Dismemberment Insurance: 24 hour coverage.
- d.  Dependent Life Insurance:
- |                       |   |
|-----------------------|---|
| \$ 5,000 to \$100,000 | Spouse  |
| \$ 1,000              | Dependent Children 14 days to 6 months                              |
| \$ 1,000              | Dependent Children 6 months to 1 year                               |
| \$ 10,000             | Dependent Children 1 year to age 19; if full-time student to age 25 |
- e.  Dependent AD&D Insurance, Spouse Only

24. Schedule of Insurance. Include Class Number(s), Description and Schedule of Benefits.

**SCHEDULE OF (ISSUE AGE) VOLUNTARY BENEFITS**

Class	Classification	Amounts of Life, AD&D, Dependent Insurance by Class												
	All Eligible Active Employees	An employee may choose up to \$500,000 of Life Insurance and Accidental Death & Dismemberment Insurance in multiple units of \$10,000. There is a minimum of \$10,000 and a maximum of 5 times salary.												
	All Eligible spouse	A spouse may choose up to \$100,000 of Life and AD&D Insurance in multiple units of \$5,000. The benefit amount may not exceed 50% of the Employee's amount, with a minimum benefit of \$5,000  <table border="0"> <tr> <td colspan="3">Guaranteed Issue Amounts</td> </tr> <tr> <td>Age Under 60</td> <td>Employee: \$100,000</td> <td>Spouse: \$ 30,000</td> </tr> <tr> <td>Age 60-69</td> <td>Employee: \$ 50,000</td> <td>Spouse: \$ 20,000</td> </tr> <tr> <td>Age 70 &amp; Over</td> <td>Employee: \$ 10,000</td> <td>Spouse: Not Eligible</td> </tr> </table>	Guaranteed Issue Amounts			Age Under 60	Employee: \$100,000	Spouse: \$ 30,000	Age 60-69	Employee: \$ 50,000	Spouse: \$ 20,000	Age 70 & Over	Employee: \$ 10,000	Spouse: Not Eligible
Guaranteed Issue Amounts														
Age Under 60	Employee: \$100,000	Spouse: \$ 30,000												
Age 60-69	Employee: \$ 50,000	Spouse: \$ 20,000												
Age 70 & Over	Employee: \$ 10,000	Spouse: Not Eligible												
	All Eligible Dependent Children	Dependent Life (Only) \$ 1,000.00 Dependent children 14 days to 1 year \$10,000.00 Dependent children 1 year to age 19; if fulltime student age 25  Dependent Child(ren) coverage all guarantee issue												

25. Rates are guaranteed for 2 years. If after the first policy year the total number of lives or volume of insurance changes by 25% or more, rates may be subject to revisions.

26. Please check one.

- a) Upon Retirement:  all insurance benefits shall terminate.  
 amounts of Life and AD&D Insurance shall be reduced \_\_\_\_\_ percent.  
 amounts of Life and AD&D Insurance shall be reduced to \$ \_\_\_\_\_ .  
 Other [please specify]:
- b) Upon the attainment of age: \_\_\_\_\_ amounts of Life and AD&D Insurance shall be reduced \_\_\_\_\_ percent.  
 \_\_\_\_\_ amounts of Life and AD&D Insurance shall be reduced to \$ \_\_\_\_\_ .  
 \_\_\_\_\_ amounts of Life and AD&D Insurance shall be reduced \_\_\_\_\_ percent. Upon the attainment of age \_\_\_\_\_ the amounts of Life and AD&D Insurance shall be reduced an additional \_\_\_\_\_ percent to \_\_\_\_\_ percent of the original amount.  
 \_\_\_\_\_ amounts of Life and AD&D Insurance shall terminate.  
 Other [please specify]:  
 Upon the attained age 70 the amounts of Life/AD&D Insurance shall be reduced to 65% with an additional 15% at age 75; 15% at age 80; 10% at age 85; 5% at age 90 and another 5% at age 95 of the amount of insurance in force prior to age 70.
- c) Spouse terminates at age: \_\_\_\_\_ 70.
- d) Child(ren) terminates at age: \_\_\_\_\_ 19 or age 25 if a full-time student.

27.  Voluntary Life Insurance not chosen therefore Items 19 through 26 are voided and hereby removed from this Application.

28. If applicable, name and address of Third Party Administrator:

29. Remarks: *Unless otherwise noted, salary schedules exclude bonuses and commissions.*

**Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.**

Dated at: _____	
CITY, STATE	MONTH - DAY - YEAR
_____	
Eastern Insurance Group LLC/Eastern Benefits Group Licensed Agent/Agency Name (type or print)	Town of Ayer Legal Name of Applicant
_____	
Signature of Agent or Authorized Agency Representative	Full Name of Employer's Authorized Representative (type or print)
_____	
Soc. Sec. # of Agent or F.I.N. # of Agency	Signature
_____	
Licensed Resident Agent (if required by law)	Title
_____	

## RESERVE FUND TRANSFER REQUEST

### Section I (Completed by Elected Official or Department Head)

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

1. Amount requested: \$ 8,140.80
2. To be transferred to:
  - A. Account Name: BOS Secretary Wages
  - B. Account #: 01122 5110
3. Present balance in budget \$ - 0 -
4. The amount requested will be used for (please attach supporting information):  
Unused vacation to be paid upon retirement 6/1/2014. See attached.
5. The expense is extraordinary or unforeseen for the following reason(s):  
Original retirement was anticipated for Aug. 2014 (FY 2015). See attached.

2/28/2014  
Date

Robert A. Pullman  
Elected Official or Department Head

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

Transfer Approved: YES NO

Amount Approved: \_\_\_\_\_

Date of Meeting: \_\_\_\_\_

Number Present/Voting: \_\_\_\_\_

\_\_\_\_\_  
Chairman

### Section III Action by Finance Committee

Transfer Approved: YES NO

Amount Approved: \_\_\_\_\_

Date of Meeting: \_\_\_\_\_

Number Present/Voting: \_\_\_\_\_

\_\_\_\_\_  
Chairman

# 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

## MEMORANDUM

Town Administrator  
(978) 772-8210

**DATE:** February 26, 2014

**TO:** Ayer Finance Committee

**CC:** Ayer Board of Selectmen; Lisa Gabree, Town Accountant

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

**SUBJECT:** Revised/Updated DRAFT FY 2015 Budget Proposal for BOS Secretary  
Account 01122 51110

At the request of the Fin Com, I am offering a revised/updated DRAFT FY 2015 Budget Proposal for the BOS Secretary Account 01122 51100.

On February 21, 2014, after thirty-five years of distinguished service to the Town of Ayer, Ms. Janet Lewis, BOS Secretary officially announced her retirement effective June 1, 2014.

Since her retirement will occur in FY 2014 and was unforeseen for FY 2014, a Reserve Fund Transfer will be requested in the near future in the amount of \$8,140.80 to cover the estimated unused vacation to be paid upon retirement (See Attached Analysis Prepared by Town Accountant). This will impact the FY 2014 Budget not FY 2015.

With respect to FY 2015, I am offering the following revised/updated DRAFT FY 2015 Budget Proposal for the BOS Secretary Position. Please note that this is subject to review and input from the Ayer Board of Selectmen.

<u>Account:</u>	<u>FY 2015 Proposed</u>	<u>FY 2014 Actual</u>
01122 51110 BOS Secretary	\$45,455.76*	\$53,180.00

### Estimated Savings of \$7,724.24

\*NOTE: The FY 2015 Proposed amount is based on the Town's CURRENT Compensation Plan (See Attached) at a Grade 8, Step 2 which is the highest salary that the new position can be appointed at without requiring Personnel Board review.

Additionally, please note that per the Town's CURRENT Compensation Plan, the new position can be hired at a Grade 8, M which is \$43,472.16 or at a Grade 8, Step 1 which is \$44,453.52

Whether Step M, Step 1, or Step 2 is recommended will depend on the successful applicant's credentials, experience, and qualifications and is ultimately determined by the Board of Selectmen upon recommendation of the Town Administrator. Finally, if the Town adopts a NEW Compensation Plan, this number may be different.

(Attachment)

Estimated unused vacation to be paid upon retirement - Janet Lewis

Vacation days remaining on the books as of February 24, 2014 (This includes accruals through May 31, 2014 - retirement date)	64.33
Less vacation days to be taken in May 2014	(21.00)
Less other vacation days to be taken prior to retirement	(3.33)
Estimated unused vacation days remaining at retirement date	<u>40.00</u>
	x 8
Estimated hours of unused vacation at retirement date (maximum carryover per personnel policies = 2 x 160 hours)	<u>320</u>
Janet's hourly rate	\$25.44
Estimated unused vacation to be paid upon retirement	<u>\$8,140.80</u>

		FY13 and FY14 Rates Compensation Plan (with 2% COLA In FY13 and 0% COLA In FY14)									
Grade		Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
3	Hourly	12.38	12.66	12.94	13.23	13.53	13.83	14.14	14.46	14.79	15.12
	Weekly	495.20	506.40	517.60	529.20	541.20	553.20	565.60	578.40	591.60	604.80
	Annual	25,849.44	26,434.08	27,018.72	27,624.24	28,250.64	28,877.04	29,524.32	30,192.48	30,881.52	31,570.56
4	Hourly	13.86	14.17	14.49	14.82	15.15	15.49	15.84	16.2	16.56	16.93
	Weekly	554.40	566.80	579.60	592.80	606.00	619.60	633.60	648.00	662.40	677.20
	Annual	28,939.68	29,586.96	30,255.12	30,944.16	31,633.20	32,343.12	33,073.92	33,825.60	34,577.28	35,349.84
5	Hourly	15.47	15.82	16.18	16.54	16.91	17.29	17.68	18.08	18.49	18.91
	Weekly	618.80	632.80	647.20	661.60	676.40	691.60	707.20	723.20	739.60	756.40
	Annual	32,301.36	33,032.16	33,783.84	34,535.52	35,308.08	36,101.52	36,915.84	37,751.04	38,607.12	39,484.08
6	Hourly	16.59	16.96	17.34	17.73	18.13	18.54	18.96	19.39	19.83	20.28
	Weekly	663.60	678.40	693.60	709.20	725.20	741.60	758.40	775.60	793.20	811.20
	Annual	34,639.92	35,412.48	36,205.92	37,020.24	37,855.44	38,711.52	39,588.48	40,486.32	41,405.04	42,344.64
7	Hourly	18.70	19.12	19.55	19.99	20.44	20.9	21.37	21.85	22.34	22.84
	Weekly	748.00	764.80	782.00	799.60	817.60	836.00	854.80	874.00	893.60	913.60
	Annual	39,045.60	39,922.56	40,820.40	41,739.12	42,678.72	43,639.20	44,620.56	45,622.80	46,645.92	47,689.92
8	Hourly	20.82	21.29	21.77	22.26	22.76	23.27	23.79	24.33	24.88	25.44
	Weekly	832.80	851.60	870.80	890.40	910.40	930.80	951.60	973.20	995.20	1,017.60
	Annual	43,472.16	44,453.52	45,455.76	46,478.88	47,522.88	48,587.76	49,673.52	50,801.04	51,949.44	53,118.72
9	Hourly	22.37	22.87	23.38	23.91	24.45	25	25.56	26.14	26.73	27.33
	Weekly	894.80	914.80	935.20	956.40	978.00	1,000.00	1,022.40	1,045.60	1,069.20	1,093.20
	Annual	46,708.56	47,752.56	48,817.44	49,924.08	51,051.60	52,200.00	53,369.28	54,580.32	55,812.24	57,065.04
10	Hourly	24.55	25.29	26.05	26.83	27.63	28.46	29.31	30.19	31.1	32.03
	Weekly	982.00	1,011.60	1,042.00	1,073.20	1,105.20	1,138.40	1,172.40	1,207.60	1,244.00	1,281.20
	Annual	51,260.40	52,805.52	54,392.40	56,021.04	57,691.44	59,424.48	61,199.28	63,036.72	64,936.80	66,878.64
11	Hourly	26.50	27.30	28.12	28.96	29.83	30.72	31.64	32.59	33.57	34.58
	Weekly	1,060.00	1,092.00	1,124.80	1,158.40	1,193.20	1,228.80	1,265.60	1,303.60	1,342.80	1,383.20
	Annual	55,332.00	57,002.40	58,714.56	60,468.48	62,285.04	64,143.36	66,064.32	68,047.92	70,094.16	72,203.04
12	Hourly	29.74	30.63	31.55	32.50	33.48	34.48	35.51	36.58	37.68	38.81
	Weekly	1,189.60	1,225.20	1,262.00	1,300.00	1,339.20	1,379.20	1,420.40	1,463.20	1,507.20	1,552.40
	Annual	62,097.12	63,955.44	65,876.40	67,860.00	69,906.24	71,994.24	74,144.88	76,379.04	78,675.84	81,035.28
13	Hourly	31.92	32.88	33.87	34.89	35.94	37.02	38.13	39.27	40.45	41.66
	Weekly	1,276.80	1,315.20	1,354.80	1,395.60	1,437.60	1,480.80	1,525.20	1,570.80	1,618.00	1,666.40
	Annual	66,648.96	68,653.44	70,720.56	72,850.32	75,042.72	77,297.76	79,615.44	81,995.76	84,459.60	86,986.08
14	Hourly	34.15	35.17	36.23	37.32	38.44	39.59	40.78	42.00	43.26	44.56
	Weekly	1,366.00	1,406.80	1,449.20	1,492.80	1,537.60	1,583.60	1,631.20	1,680.00	1,730.40	1,782.40
	Annual	71,305.20	73,434.96	75,648.24	77,924.16	80,262.72	82,663.92	85,148.64	87,696.00	90,326.88	93,041.28
15	Hourly	37.36	38.48	39.63	40.82	42.04	43.30	44.60	45.94	47.32	48.74
	Weekly	1,494.40	1,539.20	1,585.20	1,632.80	1,681.60	1,732.00	1,784.00	1,837.60	1,892.80	1,949.60
	Annual	78,007.68	80,346.24	82,747.44	85,232.16	87,779.52	90,410.40	93,124.80	95,922.72	98,804.16	101,769.12

# 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:** February 26, 2014

**TO:** Ayer Finance Committee

**CC:** Ayer Board of Selectmen; Ms. Lisa Gabree, Town Accountant

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

*R.A.P.*

**SUBJECT: Proposed FY 2015 Town Counsel Budget**

I am writing to you with respect to information and questions the Fin Com has on the FY 2015 Town Counsel Budget. Please note that this issue(s) has yet to be discussed by the Ayer Board of Selectmen in detail as well as the Executive Bi-Board. It is my intent that the Executive Bi-Board will review on February 27, 2014 and that the Ayer Board of Selectmen will on March 4, 2014. That being said, I offer the following proposal and recommendation for the FY 2015 Town Counsel Budget as well as the following information requested by the Fin Com.

As the Fin Com is aware, I have recommended \$85,000.00 be budgeted for the FY 2015 Town Counsel Budget. This is a \$7,000.00 increase from the \$78,000 requested for FY 2014. The justification for this \$7,000.00 increase as transmitted to the Fin Com on January 17, 2014 is the following legal matters:

- The ongoing Properties Enforcement by the Board of Selectmen and Board of Health
- DPW Superintendent Wetzel's proposal to aggressively resolve the public acceptance of various streets throughout Ayer.

Additionally, I have taken into account a general increase in legal costs as I do from fiscal year to fiscal year.

Importantly, since January 17, 2014, various other legal matters have arisen which may have a significant impact on the FY 2015 Town Counsel Budget. They are as follows:

- On February 12, 2014 the Town received a Court Summons pertaining to the matter of *Bolduc v Town of Ayer*. Bolduc Enterprises which served for many years as the Town's Deputy Collector is alleging that the Tax Collector breached a contract for their services. Additionally, complicating this matter is that breach of contract is not covered under the Town's Insurance.

- The Fire Union has filed an unfair labor practice with the Joint Labor Relations Council. The Contract is not resolved at this time. The next date in the process will be in early June 2014.
- The Superiors Contract remains unresolved with the Town. This may or may not result in additional legal costs extending into FY 2015.

In light of these recent developments, I still maintain and recommend the amount of \$85,000.00 be budgeted for Town Counsel in FY 2015.

The Fin Com has raised concerns recently about Town Counsel expenses. I would like to offer the following information for your edification.

Attached is a 10-year history of Town Counsel Expenses as prepared by the Town Accountant (See Attached). As you can see the Town Counsel Budget was as high as \$100,000 in FY 2004 and \$150,000 in FY 2007. This was in large part due to the *Waters and Maher* Lawsuits against the Town which were ultimately resolved in 2010.

However, since my arrival in FY 2010, you can see that the Town Counsel Budget was beginning to be lowered. In FY 2012, a Reserve Fund Transfer in the amount of \$8,668 was required for unforeseen legal costs incurred by *Gintner v. Town of Ayer*, *Town of Ayer v. Federal Insurance Company* (of which the Town prevailed and recovered all legal costs which went back into the General Fund) and various OML and Public Records Issues (BOS Related).

In FY 2013, I had further reduced the recommended Town Counsel Budget to \$66,400.00. However Reserve Fund Transfers in the amount of \$32,201 were required as a result of the following unforeseen legal costs: APPOA Police Contract Arbitration; *King v. Town of Ayer*; and legal costs incurred resulting from the Medical Marijuana Facility including the Special Town Meeting for consideration of a Moratorium. Additionally, *Gintner v. Town of Ayer* remains an open legal matter.

In FY 2014, based on FY 2013, I increased the Town Counsel Budget to \$78,000.00. As of December 31, 2013, the FY 2014 Town Counsel Budget is running approximately 2% over as reported by the Town Accountant. This does not include January and February 2014 bills. This also does not include the above mentioned issues which have developed since January 2014 as well as the open *Gintner v. Town of Ayer* and any costs that may be incurred by the contract negotiations for the Clerical Union Contract which expires June 30, 2014.

For your information please see the attached documentation of the unforeseen costs of several significant legal matters from August 2011 to the present. Some of these matters are closed while others remain open and/or ongoing. (See Attached)

In addition to the attached Town Counsel 10 Year History, I have also consulted with my colleagues in neighboring communities regarding their proposed FY 2015 Town Counsel Budgets. They are as follows:

Proposed FY 2015 Town Counsel Budgets of Surrounding Towns:

Ayer	\$85,000.00
Boxborough	\$53,000.00
Groton	\$90,000.00
Harvard	\$36,000.00
Lancaster	\$50,000.00
Lunenburg	\$125,000.00
Shirley	\$25,000.00

As the Fin Com can see based on the Ten Year history; the ongoing legal matters; and the comparison of surrounding Towns, the FY 2015 request of \$85,000.00 for Town Counsel for the Town of Ayer is not only a realistic and reasonable request but a conservative one.

Finally, as the Fin Com is aware the Board of Selectmen have requested that Town Counsel (Kopelman and Paige) review its current rates and provide the Town with an analysis of those rates as well as a request to discuss reducing some of those rates. Furthermore, the Board of Selectmen has not ruled out issuing a formal Request for Proposals (RFP) for legal services. This is in no way a reflection of the quality of legal services provided by Kopelman and Paige but an effort to obtain the most competitive/best rates for legal services possible.

As always, I remain available to answer any further questions regarding this matter.

Thank you for your time and consideration.

Attachment: Town Counsel – 10 Year History of Total Expenses (Prepared by Town Accountant)  
Town Counsel Legal Bills Analysis from August 2011 thru February 2014 (Prepared by TA)

**Town Counsel - 10 year history of total expenses**

	2014 (6 months)	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
<b>Budget</b>											
Original	\$78,000	\$66,400	\$68,400	\$72,000	\$72,500	\$90,000	\$110,000	\$150,000	\$150,000	\$100,000	\$100,000
Reserve Fund Transfers		\$32,201	\$8,668						\$8,105	\$3,721	
Revised Budget	\$78,000	\$98,601	\$77,068	\$72,000	\$72,500	\$90,000	\$110,000	\$150,000	\$158,105	\$103,721	\$100,000
<b>Expenses</b>	\$66,054	\$97,389	\$76,875	\$66,054	\$64,151	\$49,362	\$93,957	\$78,848	\$158,105	\$103,707	\$83,973

**Special Article - Litigation Defense (wrongful incarceration suits)**

**Article 22 -2007 ATM**

Orginal Appropriation

Feb 2007 STM

Total Appropriation

\$100,000

\$200,000

\$300,000

**Expenses**

\$123,072

\$176,928

**Town Counsel Legal Bills Analysis from August 2011 thru February 2014**  
*(Prepared by Robert A. Pontbriand, Town Administrator, 2/26/2014)*

- *Gintner v. Ayer*: \$18,920.60 (Estimated Costs from Sept. 2011 to Nov. 2013) OPEN
- *King v. Ayer*: \$4,082.00 (Estimated Initial Costs before Case was Assigned to Town's Insurer) CLOSED
- OML and Public Records Issues (BOS Related): \$4,200.00 (Aug. 2011 thru Oct. 2013) CLOSED
- Properties Enforcement: \$9,200 (Jan. 2013 to Present) OPEN/ONGOING
- APPOA Contract Arbitration: \$18,300.00 (2012 to Oct. 2013) CLOSED
- Medical Marijuana Issue/Moratorium: \$4,000 (2013 and potentially on-going) OPEN
- Firefighters Contract JLMC: No legal bills as of 2/1/2014. OPEN
- Police Superiors Contract: Unresolved. OPEN (Potential Costs)
- Town Hall Clerical Union Contract: Expires 6/30/2014. OPEN (Potential Costs)
- *Bolduc v. Town of Ayer*: (Summons Issued on February 12, 2014) OPEN

# **Town of Ayer**



## **ANNUAL TOWN MEETING WARRANT**

**Ayer Shirley Regional High School  
Laura S. Leavitt Auditorium  
May 12, 2014 @ 7:00 p.m.**

**Commonwealth of Massachusetts  
Middlesex, ss.**

**GREETINGS:**

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of the Town of Ayer qualified to vote in Town Elections and Affairs to meet at the Laura S. Leavitt Auditorium in the Ayer Shirley Regional High School on Monday, the Twelfth day of May, 2014, at seven o'clock in the evening (7:00 p.m.) then and there to act on the following articles:

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

Given under our hands this \_\_\_<sup>th</sup> day of April AD 2014.

\_\_\_\_\_  
Gary J. Luca, Chairman

\_\_\_\_\_  
Christopher R. Hillman, Vice Chairman

\_\_\_\_\_  
Jannice L. Livingston, Clerk

\_\_\_\_\_  
Pauline Conley, Member

### **AYER BOARD OF SELECTMEN**

Any persons needing disability related assistance (such as signing, etc.) at the town meeting please contact the Selectmen's Office at 978-772-8220 before May \_\_, 2014. We shall make every reasonable effort to assist you.

**ARTICLE 1: TOWN ELECTIONS**

The Town Elections are the first article of business and were held Monday, April 28, 2014.

**ARTICLE 2: REPORTS**

To see if the Town will vote to hear and act on the reports of the several Town of Ayer Officers and Committees that may be ready to report, or take any action thereon or in relation thereto.

- 1. Finance Committee
- 2. Town Accountant

**NOTE: Town Moderator has indicated that he will only hear reports from the Finance Committee and Town Accountant as they pertain to the Budget.**

Sponsor: Board of Selectmen

Simple Majority Vote Required

**ARTICLE 3: COMPENSATION PLAN FOR FY15**

To see if the Town will vote to \_\_\_\_\_ or take any action thereon or in relation thereto.

**NOTE: The issue of the FY 2015 Compensation Plan has yet to be determined/resolved**

Sponsor:

Simple Majority Vote Required

Finance Committee:

**ARTICLE 4: SALARIES OF ELECTED OFFICIALS**

To see if the Town will vote to fix the salary and compensation of elected officers of the Town of Ayer, as provided by Section 108, Chapter 41 of the General Laws, as amended, or take any action thereon or in relation thereto.

	<u>FY-14 SALARY</u>	<u>FY-15 SALARY</u>	<u>% OF CHANGE</u>
Moderator	\$	\$	0.0%
Selectmen: Chair	\$	\$	0.0%
Selectmen: Members (2)	\$	\$	0.0%
Assessors: Chair	\$	\$	0.0%
Assessors: Members (2)	\$	\$	0.0%
Treasurer:	\$	\$	0.0%
Town Clerk	\$	\$	0.0%
Tax Collector:	\$	\$	0.0%
Tree Warden:	\$	\$	0.0%

*Note: This article is required – Town Meeting sets the salaries of elected officials pursuant to MGL c. 41, § 108.*

Simple Majority Vote Required

## **ARTICLE 5: OMNIBUS BUDGET**

To see if the Town will vote to raise and appropriate or transfer from other available funds, the following sum or sums of money for the Omnibus items, assuming passage of Article 3 above, such Omnibus not to include any appropriation for step increases for fiscal 2013 for employees subject to the compensation plan approved as Art. 10 at the May 13, 1996 Annual Meeting and modified by Art. 3 at the May 13, 2002 Annual Meeting, or take any action thereon or in relation thereto:

Dept. 100: General Government  
Dept. 200: Finance  
Dept. 300: Public Safety  
Dept. 400: Public Works  
Dept. 500: Human Services  
Dept. 600: Public Schools  
Dept. 700: Management Support

Sponsor:  
Board of Selectmen:  
Finance Committee:

Simple Majority Vote Required



## **ARTICLE 6. FY 2015 REGIONAL SCHOOL ASSESSMENT**

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$ \_\_\_\_\_ required to fund the FY 2015 assessment for the Ayer-Shirley Regional School District, or take any action thereon or in relation thereto.

Sponsor: Ayer Shirley Regional School Committee  
Board of Selectmen:  
Finance Committee:

Simple Majority Vote Required

## **ARTICLE 7. FY 2015 NASHOBA VALLEY TECHNICAL VOCATIONAL SCHOOL ASSESSMENT**

### **NOTE: NVTHS to Provide Warrant Article Language and Amounts**

Sponsor  
Board of Selectmen  
Finance Committee

Simple Majority Vote Required

## **ARTICLE 8. FY2015 NASHOBA VALLEY TECHNICAL VOCATIONAL SCHOOL – AYER’S PORTION OF THE ACCELERATED ROOF REPAIR PROJECT BORROW**

Article \_\_\_\_\_. To see if the Town will approve the sum of \_\_\_\_\_ borrowing authorized by the Nashoba Valley Technical School District, for the purpose of paying costs of the Accelerated Roof Repair Project at the Nashoba Valley Technical High School, located at 100 Littleton Road, Westford Massachusetts, including the payment of all costs incidental or related thereto (the “Project”), which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program], and for which the District may be eligible for a school construction grant from the Massachusetts School Building Authority (“MSBA”), said amount to be expended at the direction of the Nashoba Valley Technical School Committee. The MSBA’s grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any Project costs the District incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the District and its member municipalities. Any grant that the District may receive from the MSBA for the Project shall not exceed the lesser of (1) fifty-two point twenty six percent (52.26%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA.

Sponsor  
Board of Selectmen  
Finance Committee

Two-Thirds Vote Required

**ENTERPRISE FUND ARTICLES**

**Handouts will be provided at Town Meeting with further detail on Articles No. 9 – 13.**

**ARTICLE 9. SOLID WASTE**

To see if the Town will vote to raise and appropriate or transfer from available funds the following funds to operate the solid waste department:

**Direct costs** of \$ \_\_\_\_\_ of which \$ \_\_\_\_\_ is to come from solid waste revenue, of which \$ \_\_\_\_\_ is to come from solid waste surplus (free cash) and \$ \_\_\_\_\_ is to come from the tax levy, and **indirect costs** of \$ \_\_\_\_\_ to come from the tax levy, or take any action thereon or in relation thereto.

Sponsor: Board of Selectmen  
Finance Committee:

Simple Majority Vote Required

**ARTICLE 10. AMBULANCE**

To see if the Town will vote to raise and appropriate or transfer from available funds the following funds to operate the ambulance department:

**Direct costs** of \$ \_\_\_\_\_ is to come from ambulance revenue, and **indirect costs** of \$ \_\_\_\_\_ of which \$ \_\_\_\_\_ is to come from ambulance revenue and \$46,369.00 from ambulance surplus, or take any action thereon or in relation thereto.

Sponsor: Board of Selectmen  
Finance Committee:

Simple Majority Vote Required

**ARTICLE 11. SEWER**

To see if the Town will vote to raise and appropriate or transfer from available funds the following funds to operate the sewer department:

**Direct costs** of \$ \_\_\_\_\_ of which \$ \_\_\_\_\_ is to come from sewer revenue and \$ \_\_\_\_\_ is to come from the tax levy, and **indirect costs** of \$ \_\_\_\_\_ of which \$ \_\_\_\_\_ is to come from sewer revenue and \$50,000.00 is to come from sewer surplus (free cash), or take any action thereon or in relation thereto.

Sponsor: Board of Selectmen  
Finance Committee:

Simple Majority Vote Required

**ARTICLE 12. WATER**

To see if the Town will vote to raise and appropriate or transfer from available funds or from retained earnings the following funds to operate the water department:

**Direct costs** of \$ \_\_\_\_\_ of which \$ \_\_\_\_\_ is to come from water revenue and \$ \_\_\_\_\_ is to come from tax levy, and **indirect costs** of \$ \_\_\_\_\_ of which \$ \_\_\_\_\_ is to come

from water revenue and \$30,000.00 is to come from water surplus (free cash), or take any action thereon or in relation thereto.

Sponsor: Board of Selectmen  
Finance Committee:

Simple Majority Vote Required

### **ARTICLE 13. STORMWATER**

To see of the Town will vote to raise and appropriate or transfer from available funds or from retained earnings the following funds to operate the stormwater department:

**Direct costs** of \$ \_\_\_\_\_ of which \$ \_\_\_\_\_ is to come from the tax levy, or take any action thereon or in relation thereto.

Sponsor: DPW  
Board of Selectmen:  
Finance Committee:

Simple Majority Vote Required

### **REVOLVING FUND ARTICLES**

**Recommend Moving Articles 13 through 18 together by consent.**

### **ARTICLE 14. COMMUNICATIONS FUND**

*To see if the Town will vote to reauthorize a Revolving Fund, pursuant to G.L. Chapter 44, Section 53E 1/2, for the purpose of supporting the town website, printing and mailing various newsletters, and other town-wide informational mailings from the **Communication Committee**. Receipts to be credited to the account shall be revenues from ads placed in said mailings and on the Town website. The Communication Committee is authorized to expend monies from this fund. In no event shall total expenditures from the Communications Revolving Fund exceed twenty thousand dollars (\$20,000) in Fiscal Year 2015, and provided further that no Board, Department or Officer shall be authorized to expend in any one fiscal year from all Revolving Funds under its direct control more than one percent of the amount raised by taxation by the Town in the most recent fiscal year for which a tax rate has been certified under Section Twenty Three of Chapter Fifty Nine, or take any action thereon or in relation thereto.*

Sponsor: I.T. /Communications Committee  
Finance Committee:

Simple Majority Vote Required

### **ARTICLE 15. FIRE ALARM FUND**

To see if the Town will vote to reauthorize a Revolving Fund, pursuant to G.L. Chapter 44, Section 53E 1/2, for the purpose of **Fire Alarm Repairs and Replacement**. Receipts to be credited to the account shall be Fire Alarm Box Assessment Fees and Fines for Needless and False Alarms. The Fire Chief is authorized to expend monies from this fund. In no event shall total expenditures from the Fire Alarm Revolving Account exceed thirty-five thousand dollars (\$35,000) in Fiscal Year 2015, and provided further, that no Board, Department or Officer shall be authorized to expend in any one fiscal year from all Revolving Funds under its direct control more than one percent of the amount raised by taxation by the Town in the most recent fiscal year for which a tax rate has been

certified under Section Twenty Three of Chapter Fifty Nine, or take any action thereon or in relation thereto.

Sponsor: Fire Chief  
Finance Committee:

Simple Majority Vote Required

### **ARTICLE 16. HAZARDOUS MATERIALS FUND**

To see if the Town will vote to reauthorize a Revolving Fund pursuant to G.L. Chapter 44 Section 53E 1/2, for the purpose of **Hazardous Materials Expense** Replacement. All receipts from a Haz-Mat incident shall be from billed services, and will be used for replacement of supplies and expenses. The Fire Chief will be authorized to expend monies for this fund. In no event shall total expenditures from the Haz-Mat Revolving Account exceed ten thousand dollars (\$10,000) in Fiscal Year 2015, and provided further, that no Board, Department or Officer shall be authorized to expend in any one fiscal year from all Revolving Funds under its direct control more than one percent of the amount raised by taxation by the Town in the most recent fiscal year for which a tax rate has been certified under Section Twenty Three of Chapter Fifty Nine, or take any action thereon or in relation thereto.

Sponsor: Board of Selectmen  
Finance Committee:

Simple Majority Vote Required

### **ARTICLE 17. FOURTH OF JULY FUND**

To see if the Town will vote to reauthorize a Revolving Fund pursuant to G.L. Chapter 44, Section 53E 1/2, for the purpose of a **4th of July Revolving Fund**. Receipts to be credited to the Account shall be from vendor fees, and shall be used for purchasing and promoting the event. The 4th of July Committee, with the approval of the Board of Selectmen, is authorized to expend money from this fund. In no event shall total expenditures from the 4th of July Revolving Fund exceed twenty five thousand dollars (\$25,000.00) in Fiscal Year 2015 and provided further, that no Board, Department or Officer shall be authorized to expend in any one fiscal year from all Revolving Funds under its direct control more than one percent of the amount raised by taxation by the Town in the most recent fiscal year for which a tax rate has been certified under Section Twenty Three of Chapter Fifty Nine, or take any action thereon or in relation thereto.

Sponsor: Board of Selectmen  
Finance Committee:

Simple Majority Vote Required

### **ARTICLE 17. DPW INSPECTION FEES FUND**

To see if the Town will vote to reauthorize a Revolving Fund pursuant to G.L. Chapter 44 Section 53E 1/2, for the purpose of a **Department of Public Works Inspection Revolving Fund**. Receipts to be credited to the fund shall be from development fees or contributions, and shall be used for the purpose of funding inspections of road construction, drainage facilities, and water and sewer line installations. The Superintendent of Public Works shall be authorized to expend money from this fund. In no event shall total expenditures from the Department of Public Works Inspection Revolving Fund exceed one-hundred thousand dollars (\$100,000) in Fiscal Year 2015 and provided further, that no Board, Department or Officer shall be authorized to expend in any one fiscal year from all Revolving Funds under its direct control more than one percent of the amount raised by



**ARTICLE 20. UNEXPENDED BALANCE TRANSFER**

To see if the Town will vote to transfer the unexpended balance of \$ \_\_\_\_\_ from the Reserve for Special Borrowing Account of the General Fund and to authorize the Treasurer, with the approval of the Board of Selectmen, to borrow the additional sum of \$ \_\_\_\_\_ for the purchase of \_\_\_\_\_, or take any action thereon or in relation thereto.

Sponsor: Board of Selectmen  
Finance Committee:

Simple Majority Vote Required

**RAISE AND APPROPRIATE ARTICLE**

**ARTICLE 21. FIRST-YEAR BORROW INTEREST AND EXPENSE**

To see if the Town will vote to raise and appropriate the sum of \$24,014 required to provide for the first year’s interest charges and associated administrative expenses on all General Fund borrowing/bonding authorized by this Town Meeting, or take any action thereon or in relation thereto.

Simple Majority Vote Required

**ARTICLE 22. FOURTH OF JULY FIREWORKS (Placeholder)**

**NOTE: The 4<sup>th</sup> of July Committee is requesting \$10,000.00 for FY 2015 for the July 4<sup>th</sup> Fireworks. Previous years the amount has been \$5,000.00**

**ARTICLE 23. DEMOLITION OF EXISTING WATER TANKS ON WASHINGTON STREET (Placeholder)**

**NOTE: Superintendent Wetzel has requested a placeholder for the demolition of two obsolete water tanks on Washington Street. He is to provide a monetary figure by March 7, 2014.**

**TRANSFER ARTICLES**

**ARTICLE 24. TRANSFERS FROM CAPITAL STABILIZATION**

To see if the Town will vote to transfer the following amounts from the Capital Stabilization Fund for the equipment listed below as per the Capital Plan, each sum hereafter to be voted on separately, or take any action thereon or in relation there to.

**NOTE: Placeholder**

Sponsor: Board of Selectmen  
Finance Committee:

Two-Thirds Vote Required

**ARTICLE 25. STABILIZATION FUND**

To see if the Town will vote to raise and appropriate the sum of \$ \_\_\_\_\_ or such other sum or sums of money, to the Stabilization Fund under the provisions of Chapter 40, Section 5B of the General Laws, and to transfer 10% of said sum to capital stabilization per the Town’s Financial Policies or take any action thereon or in relation thereto.

Sponsor: Board of Selectmen  
Finance Committee:

Two-Thirds Vote Required

**ARTICLE 26. GASB-45/ OPEB (Post Employment Benefits) FUND**

To see if the Town will vote to raise and appropriate the sum of \$ \_\_\_\_\_ for GASB-45 OPEB (Employee Post-Employment Benefits) or take any action thereon or in relation thereto.

Sponsor: Board of Selectmen  
Finance Committee:

Simple Majority Vote Required

**COMMUNITY PRESERVATION ACT ARTICLES**

**ARTICLE 27. COMMUNITY PRESERVATION ACT**

To see if the Town will hear and act on the report of the Community Preservation Committee on the Fiscal Year 2015 Community Preservation Act budget, and appropriate from the estimated FY 2015 Community Preservation Fund revenues:

- A sum of money equal to five percent, and not-to-exceed five thousand dollars (\$ \_\_\_\_\_), to meet the administrative expenses and all other necessary and proper expenses of the Community Preservation Committee for Fiscal Year 2013.

And further, to reserve for future appropriation from the estimated FY2013 Community Preservation Fund revenues the following sums of money, as recommended by the Community Preservation Committee, for each of the following purposes:

- A sum of money equal to \$ \_\_\_\_\_, more or less, for acquisition, creation and preservation of open space excluding land for recreational use, and
- A sum of money equal to \$ \_\_\_\_\_, more or less, for acquisition, preservation, restoration and rehabilitation of historic resources, and
- A sum of money equal to \$ \_\_\_\_\_, more or less, for acquisition, creation and preservation and support of community housing.

Or take any action thereon or in relation thereto.

Sponsor: Community Preservation Committee  
Finance Committee: Recommends

Simple Majority Vote Required

**ARTICLE 28. CPAC – TRANSFER OF FUNDS**

To see if the Town will vote to transfer from Community Preservation Fund FY 2015 estimated annual revenues the sum of \$ \_\_\_\_\_, more or less, and reserve said sum for future appropriation

by the Community Preservation Act Committee for general open space purposes; or take any action thereon or in relation thereto.

Sponsor: Community Preservation Committee  
Board of Selectmen:  
Finance Committee:

Simple Majority Vote Required

**ARTICLE 29. ACQUISITION OF KOHLER PLACE PROPERTY USING  
CPC OPEN SPACE FUNDS**

**NOTE: Placeholder for the potential acquisition of approximately 23 acres of open space land known as Kohler Place using CPC Funds under the Open Space Designation. CPC has authorized appraisal of land and Town Counsel is confirming legal access issues.**

**GENERAL BUSINESS ARTICLES**

**ARTICLE 30. BOARD OF ELECTION REGISTRARS**

**NOTE: On Feb. 26, 2014, the Town Clerk requested a place holder for a Warrant Article on behalf of the Board of Election Registrars but he would not say why and no language has been transmitted yet?**

**CITIZEN PETITION ARTICLES**

**\*\*NOTE: CITIZENS PETITIONS DUE BY 5PM FRIDAY, APRIL 11, 2015**

**A True Copy Attest:**

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

\_\_\_\_\_  
- Constable

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

## **AGENDA ITEM #7**

### **GENERAL REVIEW and DISCUSSION of the DRAFT FY 2015 BUDGET**

- As discussed at the Feb. 18, 2014 BOS Meeting, the general review and discussion of the DRAFT FY 2015 Budget would be on the BOS Agenda for March 4, 2014 and will remain a standing agenda item until the finalization of the Budget and Warrant.
- In addition to DRAFT #1 of the ATM Warrant and DPW Superintendent Wetzel's Memo regarding his request for a Town Engineer Position, attached is also a memo from Chief Pedrazzi requesting a full-time Deputy Chief Position (See Attached).
- Furthermore, to facilitate this conversation, attached are the following documents which were presented and discussed at the 2-27-2014, 7am Executive Bi-Board Meeting:
  - Revenue Projections (Updated 1-30-2014 by Town Accountant)
  - Preliminary DRAFT FY 2015 Omnibus Budget (Prepared by Town Accountant)
  - FY 2015 Capital Recommendations by the Capital Planning Committee 12-11-2013
- Additionally, Fin Com Chairman Scott Houde and Fin Com Vice-Chairman John Kilcommins will be present for this discussion as will the Town Accountant/Finance Manager. Chairman Houde will have additional budget documents but not until Mon. March 3, 2014. When received they will be transmitted to the BOS.
- Finally, the Town Administrator did invite the Department Heads to this portion of the BOS Meeting in the event that the BOS has any specific questions.
- As the BOS is aware, the Budget and Warrant are an on-going, evolving process leading up to Town Meeting. As much information and/or guidance decisions that can be offered by the BOS greatly facilitates the process.

# AYER FIRE DEPARTMENT

---

Robert J. Pedrazzi  
Chief

1 West Main Street  
Ayer, Massachusetts 01432  
Tel. (978) 772-8231  
Fax (978) 772-8230



February 28<sup>th</sup> 2014

To: Board of Selectmen

From: Chief Pedrazzi

Subject: Deputy Chief Position

Dear Selectmen,

I have requested in my FY-15 budget a new full time position of Deputy Chief. This position would be a forty hour a week day time position. The Union contract language exempts this position in Article I and Article XIX as noted below.

## RECOGNITION

### ARTICLE I.

The EMPLOYER recognizes the UNION as the exclusive bargaining agent for all permanent employees of the Ayer Fire Department except for the rank of Fire Chief and Deputy Chief.

## PROMOTIONS

### ARTICLE XIX.

#### SECTION 1.

It is agreed that all promotions shall be made from within the Ayer Fire Department, except for the rank of Fire Chief or Deputy Chief.

The last four budget cycles I have been asking for more help during the daytime hours when most of the Fire Department activity occurs. There are several times per week that the department experiences multiple emergency calls during the daytime hours at the same time. Many times there are not enough personnel around to go on these routine calls necessitating that the Chief drop what he is doing and respond immediately on the call. The Deputy Chief would be available during the day as another added body to respond to emergency calls.



## AYER FIRE DEPARTMENT

---

Robert J. Pedrazzi  
Chief

1 West Main Street  
Ayer, Massachusetts 01432  
Tel. (978) 772-8231  
Fax (978) 772-8230



A fulltime Deputy Chief would assist with the operation of the department similar to the position at the Police Department of the Lieutenant. The administration of the Fire Prevention would be the primary focus of this position; with a secondary focus on assisting the Chief in the day to day operations of the department. The community of Ayer is similar in make up to a city with a large industrial base; a hospital, skilled nursing facility. All these factors are what drive the need for fire prevention. There is also a need for succession planning within the department and this position would fill that void.

The Finance Committee has unanimously approved this position to go forward with a place holder added to the budget of \$75,000 and that number is in between what a top step Captain's salary and the Chiefs salary.

I look forward to discussing this position with you during the budget process.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Pedrazzi", is written over the typed name.

Robert J. Pedrazzi  
Fire Chief  
Emergency Management Director

Updated January 30, 2014

	Cherry Sheet					my first	Notes to Projections
	Recap FY2010	Recap FY2011	Recap FY2012	Recap FY2013	Recap FY2014	pass FY2015	
State Aid	4,932,977	4,687,624	1,000,592	1,152,850	819,284	829,696	Governor's Proposed budget
vocational ed transportation reimb	29,000	29,000	37,500	12,000			this now goes to NVRTHS
Property Tax Base	14,014,584	14,667,604	15,467,685	16,225,124	17,077,983	17,940,301	
Statutory Increase - 2.5%	350,365	366,690	386,692	405,628	426,950	448,508	
New Growth	302,655	433,000	370,747	447,231	435,368	350,000	past 5 year average is \$398,000 for now use \$350,000
Unused levy capacity	(57,098)	(83,000)	(2,449)	(130,896)	(388,319)		memo to BOA for estimate on growth
Subtotal	14,610,506	15,384,294	16,222,675	16,947,087	17,551,982	18,738,808	
Debt Exclusion Overrides	1,417,502	1,361,041	1,201,208	1,263,322	1,219,613	1,138,322	there will be offset costs related to the debt exclusion overrides:
New debt exclusion - schools					186,573	1,015,018	includes \$38,000 estimated for short-term debt on Fire rescue truck (new d/e)
Capital Exclusion			193,039	0	0		per ASRSD DRAFT FY2015 budget from Mock 1/22/14
Total Levy	16,028,008	16,745,335	17,616,922	18,210,409	18,958,168	20,892,148	NVTRHS Debt exclusion for roof project ???
Local Receipts	1,316,000	1,396,000	1,263,641	1,100,000	1,281,000	1,441,000	
SBA reimbursement	27,808	27,808	27,808	27,808	27,808	27,808	FY2020 is the final year of recognition
Free Cash	269,023	1,119,975	439,161	0	790,870	1,695,426	\$1,695,426 certified as of 6/30/13
Transfer from Capital Stabilization				36,000	49,000	10,000	Library microfilm scanner (Capital Planning Committee vote)
Overlay Surplus	40,634	34,573	156,214	183,779	90,641	0	past 5 year average is \$101,000 for now use \$0 since this fluctuates based on balances
							memo to BOA for release of overlay
Total Operating Revenues	22,643,450	24,040,315	20,541,838	20,722,846	22,016,771	24,896,078	
State Charges(Cherry Sheet)	(80,075)	(86,212)	(80,288)	(85,953)	(84,329)	(89,414)	Governor's Proposed budget
State Charge - School Choice & Charter School	0	(545,172)	0	0	0	0	
Overlay Account	(262,922)	(300,000)	(293,161)	(300,000)	(312,940)	(300,000)	past 5 year average is \$294,000 for now use \$300,000
							memo to BOA for release of overlay
Overlay Deficits							
Debt and interest charges (prior year)					(1,436)	0	none known as of 1/30/14
Appropriation Deficits	(160,817)	(62,931)	(214,426)	(14,311)	(130,286)	(120,000)	use 5 year average deficit for now (snow removal is not in deficit at 1/30/14)
							5 year average = \$117,000; use \$120,000
Available for Appropriation	22,139,636	23,046,000	19,953,963	20,322,582	21,487,780	24,386,664	



**DRAFT**

Account	Description	FY 2014 Appropriation	Required Adjustment 1	non-union	Non Union Steps	Union Contracts	Cost of Living Adjustment	Language	Permanent Adjustment	One Time Expenses	Town Meeting Adjustment	Revised FY2015 Budget	0.00%	Note
01148	Town Council	78,000	7,000	-	-	-	-	-	-	-	-	85,000	0.00%	
01151	Legal Services - Planning	-	-	-	-	-	-	-	-	-	-	-	-	
01151	Legal Services - BOS	78,000	-	-	-	-	-	-	-	-	-	-	-	
01151	Supplies	-	-	-	-	-	-	-	-	-	-	-	-	
01151	Total Town Council	78,000	7,000	-	-	-	-	-	-	-	-	85,000	8.97%	Per town administrator
01154	Management Support	1,500	-	-	-	-	-	-	-	-	-	1,500	0.00%	
01154	Services	4,000	-	-	-	-	-	-	-	-	-	4,000	-	
01154	Printing Services	1,000	-	-	-	-	-	-	-	-	-	1,000	-	
01154	Supplies	6,500	-	-	-	-	-	-	-	-	-	6,500	0.00%	
01154	Total Management Support	12,500	-	-	-	-	-	-	-	-	-	12,500	0.00%	
01158	Tax Title Foreclosure	8,000	-	-	-	-	-	-	-	-	-	8,000	0.00%	Level per Treasurer
01158	Services	8,000	-	-	-	-	-	-	-	-	-	8,000	0.00%	
01158	Total Tax Title Foreclosure	8,000	-	-	-	-	-	-	-	-	-	8,000	0.00%	
01161	Town Clerk	27,009	30	-	-	-	-	-	-	1,010	-	27,039	0.11%	
01161	Salary	42,918	38	-	-	-	-	-	-	-	-	42,956	0.09%	electoral union contract expires 6/30/14
01161	Assistant Salary	751	12	-	-	-	-	-	-	-	-	763	0.16%	includes \$1,010 for 7 day Records Mgmt Study
01161	Supplies	250	15	-	-	-	-	-	-	-	-	265	-	
01161	Other Charges & Expense	300	95	-	-	-	-	-	-	-	-	395	-	
01161	Total Town Clerk	71,248	150	-	-	-	-	-	-	1,010	-	72,373	1.58%	
01162	Elections and Registration	1,296	-	-	-	-	-	-	-	-	-	1,296	0.10%	
01162	Salary	1,500	-	-	-	-	-	-	-	-	-	1,500	-	
01162	Senior Services	1,500	-	-	-	-	-	-	-	-	-	1,500	-	
01162	Senior Services Workers	4,200	-	-	-	-	-	-	-	-	-	4,200	-	
01162	Senior Services	3,000	-	-	-	-	-	-	-	-	-	3,000	-	
01162	Office Supplies	835	42	-	-	-	-	-	-	-	-	877	0.10%	
01162	Other Charges & Expense	400	400	-	-	-	-	-	-	-	-	800	0.20%	
01162	Total Elections and Registration	11,331	1,642	-	-	-	-	-	-	-	-	12,973	14.49%	
01164	Town Hall Postage Fund	18,000	-	-	-	-	-	-	-	-	-	18,000	0.00%	Anticipating postage rate increases
01164	Postage	18,000	-	-	-	-	-	-	-	-	-	18,000	0.00%	
01164	Total Town Hall Postage Fund	18,000	-	-	-	-	-	-	-	-	-	18,000	0.00%	
01165	Personnel Board	100	-	-	-	-	-	-	-	-	-	100	0.00%	
01165	Purchase of Services	100	-	-	-	-	-	-	-	-	-	100	0.00%	
01165	Total Personnel Board	100	-	-	-	-	-	-	-	-	-	100	0.00%	
01166	Information Technology	70,721	3,800	-	-	-	-	-	-	-	-	74,521	10.59%	removed \$2,400 link video to agenda - Finance Mgmt - seems like town has more pressing IT needs*
01166	Salary	10,600	-	-	-	-	-	-	-	-	-	10,600	0.09%	
01166	Services	3,600	-	-	-	-	-	-	-	-	-	3,600	-	
01166	Website	-	-	-	-	-	-	-	-	-	-	-	-	
01166	Patrol Uniform	-	-	-	-	-	-	-	-	-	-	-	-	
01166	Software maintenance	-	720	-	-	-	-	-	-	-	-	720	-	cell phone
01166	Communications	1,591	2,809	-	-	-	-	-	-	-	-	4,400	0.03%	includes increase of \$2,400 for town's supplies usage for Ricoh copier (new in FY14)
01166	IT Supplies	639	(39)	-	-	-	-	-	-	-	-	600	-	Training, MGNIA dues
01166	Other Charges	524	996	-	-	-	-	-	-	-	-	1,520	0.02%	plus one for Econ Dev & one for WW (in separate funds)
01166	Hardware	818	-	-	-	-	-	-	-	-	-	818	-	
01166	Total Information Technology	87,252	8,186	-	-	-	-	-	-	-	-	95,438	20.81%	
01171	Construction Commission	17,742	-	-	-	-	-	-	-	-	-	17,742	0.00%	electoral union contract expires 6/30/14
01171	Construction Agent	150	-	-	-	-	-	-	-	-	-	150	-	
01171	Services	350	-	-	-	-	-	-	-	-	-	350	-	
01171	Supplies	325	-	-	-	-	-	-	-	-	-	325	-	
01171	Public Hearing Expense	1,000	-	-	-	-	-	-	-	-	-	1,000	-	
01171	Other Charges & Expense	19,567	-	-	-	-	-	-	-	-	-	19,567	0.00%	
01171	Total Construction Commission	19,567	-	-	-	-	-	-	-	-	-	19,567	0.00%	
01175	Planning Board	16,591	-	-	-	-	-	-	-	-	-	16,591	0.00%	electoral union contract expires 6/30/14
01175	Administrative Asst	150	-	-	-	-	-	-	-	-	-	150	-	
01175	Services	150	-	-	-	-	-	-	-	-	-	150	-	
01175	Supplies	150	-	-	-	-	-	-	-	-	-	150	-	
01175	Public Hearing	204	-	-	-	-	-	-	-	-	-	204	-	
01175	Supplies	213	-	-	-	-	-	-	-	-	-	213	-	
01175	Office Supplies	663	-	-	-	-	-	-	-	-	-	663	-	
01175	Public Hearing Expense	100	-	-	-	-	-	-	-	-	-	100	-	
01175	Other Charges & Expense	100	-	-	-	-	-	-	-	-	-	100	-	
01175	Seminar Expense	100	-	-	-	-	-	-	-	-	-	100	-	
01175	Dues and Memberships	60	-	-	-	-	-	-	-	-	-	60	-	
01175	Total Planning Board	18,734	-	-	-	-	-	-	-	-	-	18,734	0.00%	
01176	Zoning Board of Appeals	16,922	-	-	-	-	-	-	-	-	-	16,922	0.00%	electoral union contract expires 6/30/14
01176	Office Manager	599	-	-	-	-	-	-	-	-	-	599	-	
01176	Services	230	-	-	-	-	-	-	-	-	-	230	-	
01176	Office Supplies	100	-	-	-	-	-	-	-	-	-	100	-	
01176	Other Charges & Expense	100	-	-	-	-	-	-	-	-	-	100	-	
01176	Dues and Memberships	50	-	-	-	-	-	-	-	-	-	50	-	

	Account	Description	PY 2014 Appropriation	Required Adjustment I	non-union	Non Union Steps	Union Contracts	Cost of Living Adjustment	Longevity	Permanent Adjustment	One Time Expenses	Town Meeting Adjustments	Revised FY2015 Budget		Note
01176	Total Zoning Board of Appeals		17,881										17,881	0.00%	
<b>DRAFT</b>															
<b>Urban Development</b>															
	01181 56600	Regional Planning Assessment	2,165	54									2,219		Per Assessment received 2/19/14
01181	Total Urban Development		2,165	54									2,219	2.49%	
<b>Economic Development</b>															
	01188 51000	Director	31,127										31,127		
	01188 51100	Conservation Agent	-										-		
	01188 52000	Services	235	(235)									-		
	01188 53400	Postage	100										200		
	01188 54000	Supplies	100	150									250		
	01188 55803	ConsCom Public Hearings	-										-		
	01188 57000	Other Charges & Expense	-										-		
	01188 57900	Dues and Membership	-										-		
01188	Total Economic Development		31,562	15									31,577	0.05%	
<b>Public Buildings and Property Maintenance</b>															
	01192 51000	Director	59,034										59,034		
	01192 51100	Custodian	32,953										32,953		clerical union contract expires 6/30/14
	01192 51300	Overtime	-	4,000									4,000		for both non-exempt positions
	01192 52000	Services - TH	3,800										3,800		
	01192 52000F	Services - Fire	-	1,500									1,500		pest control
	01192 52000P	Services - Police	900										900		
	01192 52100	Heat - TH	16,000										16,000		
	01192 52100F	Heat - Fire	13,400										13,400		
	01192 52100P	Heat - Police	11,000										11,000		
	01192 52200	Electric - TH	21,000										21,000		
	01192 52200F	Electric - Fire	30,000										30,000		
	01192 52200P	Electric - Old Fire Station	600										600		
	01192 52200P	Electric - Police	26,500										26,500		
	01192 52400	Repairs & Maint - TH	7,800										7,800		
	01192 52400F	Repairs & Maint - Fire	4,500	500									5,000		
	01192 52400P	Repairs & Maint - PD	5,000										12,000		Police station HVAC 2 heat exchanges
	01192 52400W	Repairs & Maint - Old Fire	-	500							7,000		500		
	01192 52420	Maint Service - TH	5,000										5,000		
	01192 52420P	Maint Service - Fire	6,500	(1,000)									5,500		
	01192 52420P	Maint Service - Police	3,500										3,500		
	01192 52600	Grounds Keeping TH	2,200										2,200		
	01192 52600	Grounds Keeping PD	1,500	100									1,600		
	01192 52900	Waste Removal	-										-		
	01192 52900P	Waste Removal Police	1,200	100									1,300		
	01192 53041	Telephone - TH	5,900	(360)									5,540		reduce by \$610 per director; increase by \$250 for long distance phone services
	01192 53400	Communication	-	650									650		cell phone
	01192 54000	Supplies - TH	3,000	200									3,200		
	01192 54000F	Supplies - Fire	500	500									1,000		
	01192 54000P	Supplies - Police	4,200	200									4,400		
	01192 54200	Office Supplies	175	25									200		
	01192 54320	Bldg Repairs - TH	500	100									600		
	01192 54320F	Bldg Repairs - Fire	500	100									600		
	01192 54320P	Bldg repairs - Police	500	100									600		
	01192 57000	Other Charges & Expense	500	200									700		increase for mileage
	01192 5800	meeting room audience chairs	-										2,000		per TA request
01192	Total Public Buildings and Property Maintenance		268,162	7,415							2,000		284,577	6.12%	
<b>Building Insurance</b>															
	01193 57430	Fire, Casualty & Liab	131,046	13,105									144,151		
01193	Total Building Insurance		131,046	13,105									144,151	10.00%	
<b>Police Accident Insurance</b>															
	01195 57410	Police & Fire Accident	106,622	5,331									111,953		should this be higher due to 111F
01195	Total Police Accident Insurance		106,622	5,331									111,953	5.00%	
<b>Communications Committee</b>															
	01199 53410	Printing Services	700										700		
01199	Total Communications Committee		700										700	0.00%	
<b>Police Department</b>															
	01210 51100	POLICE DEPT-SALARIES	1,533,629	45,658									1,579,287		see my analysis, which backs out non-union and non-negotiated union increases
	01210 51300	POLICE DEPT-OVERTIME	146,440	60,260									206,700	41.15%	seems to be in line with past actual expenses; may be reduced once 111F issue resolved
	01210 51310	POLICE DEPT-COURT TIME	29,276	(13,276)									16,000		seems to be in line with past actual expenses
	01210 51900	CLOTHING	800	(50)									750		
	01210 51901	CLOTHING-CRUMPTON	950										950		
	01210 51902	CLOTHING-WILSON	950										950		
	01210 51903	CLOTHING-CHEF	950										950		
	01210 51904	CLOTHING-HADLEY	350										350		
	01210 51905	CLOTHING-RESOURCE	950										950		
	01210 51906	CLOTHING-KULARSKI	1,188										1,188		
	01210 51907	CLOTHING-CUNNINGHAM	950										950		
	01210 51909	CLOTHING-BRISSETTE	350										350		
	01210 51910	CLOTHING-CALLAHAN	950										950		



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Account	Description	FY 2014 Appropriation	Required Adjustment 1	non-union	Non Union Steps	Union Contracts	Cost of Living Adjustment	Lazerty	Permanent Adjustment	One Time Expenses	Term Meeting Adjustments	Revised FY2015 Budget	Note
01294 51100	Salary	5,616										5,616	
01294 51100	Wages	5,000										5,000	
01294 52000	Services	4,947										4,947	
01294 52000	Supplies	1,500										1,500	
01294 52000	Other Charges & Expense	11,443										11,443	
01294	Total Trm Warden	17,245										17,245	0.00%
DPW - Administration													
01410 51100	SALARY, PERMANENT	188,433	72,845									261,278	38.65% added 7% increase for clerical and non-union plus 70% for engineer
01410 51100	Wages	1,500	60									1,560	
01410 51900	OVERTIME	643	15									700	
01410 52000	CLOTHING REIMBURSEMENT												
01410 52000	PURCHASE OF SERVICES												
01410 52100	UTILITIES	9,000										9,000	
01410 52400	REPAIRS & MAINTENANCE	2,500										2,500	
01410 52700	RENTALS												
01410 52700	REPAIRS	2,000										2,000	
01410 51000	PROPERTY SERVICES	8,000										8,000	
01410 51400	COMMUNICATIONS	4,000	1,500									5,500	
01410 54000	OFFICE SUPPLIES	4,000	1,000									5,000	
01410 54200	Bldg & Equip Maint	650										650	
01410 54500	CUSTOMER SUPPLIES	250										250	
01410 54600	SAFETY SUPPLIES	500	(50)									450	
01410 54800	VEHICULAR SUPPLIES	500										500	
01410 57000	TRAINING, DUES, MEMBERS	3,500										3,500	
01410	Total DPW - Administration	219,910	75,370									295,280	32.91%
DPW - Highway Dept.													
01420 51100	WAGES	275,871	10,721									286,592	7% increase plus \$3,504 unused vacation rolling Asset Foreman
01420 51900	OVERTIME	21,258	850									22,108	credits about \$14,000
01420 52000	CLOTHING REIMBURSEMENT	4,470										4,470	
01420 52000	MAINTENANCE	3,375	125									3,500	
01420 52100	LINE PAINTING	9,800										9,800	
01420 52100	CATCH BASIN CLEAN & DIS												
01420 52110	STREET SWEEPING												
01420 52410	ROAD MAINTENANCE	6,500										6,500	
01420 52420	CROSSWALKS		2,500									2,500	
01420 53000	PROFTECH SERVICES	2,000										2,000	
01420 53100	POLICE DETAILS	6,000	1,000									7,000	
01420 54000	Rail Trail Supplies	500										500	
01420 54200	Office Supplies	500										500	
01420 54600	SAFETY SUPPLIES	1,000	1,200									2,200	
01420 54800	Vehicle Supplies												
01420 54900	Food for Comm Svc	1,000										1,000	
01420 55000	PUBLIC WORKS SUPPLIES	15,000	1,600									16,600	
01420 55400	TRAINING/DUES/ MEMBERSHIP	1,200										1,200	
01420	Total DPW - Highway Dept.	340,890	17,996									358,886	5.23%
Snow Removal													
01422 51300	OVERTIME	45,237	1,809									47,046	
01422 52440	VEHICLE REPAIR	10,000										10,000	
01422 53000	SERVICES	10,000										10,000	
01422 53000	Rebate Details	3,000	3,000									3,000	
01422 54800	VEHICULAR SUPPLIES	22,000										22,000	
01422 54810	FUEL	18,000	3,800									21,800	
01422 54810	INSURANCE	700	10,000									10,700	
01422 55400	PUBLIC WORKS SUPPLIES	70	5,000									5,070	
01422 55410	SALT & SAND	20,000										20,000	
01422	Total Snow Removal	195,987	23,609									219,596	12.05%
Street Lighting													
01424 52100	STREET LIGHTS	70,000	1,000									71,000	
01424 53000	MISC PROFTECH SERVICES	3,000										3,000	
01424 53400	PUBLIC WORKS SUPPLIES	2,400										2,400	
01424	Total Street Lighting	75,400	1,000									76,400	1.33%
DPW - Fuel													
01425 52400	REPAIRS & MAINTENANCE	1,000										1,000	
01425 54810	FUEL-PARK	30,000	4,500									34,500	
01425 54810	FUEL-POLICE	18,000	(8,500)									9,500	
01425 54810	FUEL-FIRE	8,000	4,000									12,000	
01425 54850	FUEL-PARK												
01425	Total DPW - Fuel	81,500	-									81,500	0.00%
DPW - Equipment repair													
01429 51100	WAGES	52,920	1,060									54,040	
01429 51900	OVERTIME	824	33									857	
01429 51900	CLOTHING REIMBURSEMENT	675	25									700	
01429 52400	REPAIRS & MAINTENANCE	-	-									-	

Mark wants to increase even more at 2014/14

at \$1000 for 2014 and considered a one time charge

7% increase plus \$3,504 unused vacation rolling Asset Foreman credits about \$14,000

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Account	Description	FY 2014 Appropriation	Required Adjustment 1	non-union	Non Union Steps	Union Contracts	Cost of Living Adjustment	Longevity	Permanent Adjustment	One Time Expenses	Term Meetings Adjustment	Budget FY2015	Note
01429 3240	VEHICLE REPAIR	4,300										10,000	truck body repair/replace (2014 had \$1500 repair on sweeper for one-time chrg)
01429 3260	WASTE REMOVAL	300									500		
01429 3100	Misc Frt/Trk Services	1,000									1,000		
01429 4410	Office Supplies	1,000									1,000		
01429 4420	Books, Periodicals, A/V	500									500		
01429 4460	VEHICULAR SUPPLIES	14,000									14,000		
01429 5460	PUBLIC WORKS SUPPLIES	1,000									1,000		
01429 5460	SAFETY SUPPLIES	500									500		
01429 5700	OTHER CHARGES & EXPENSE	14,000									14,000		
01429 5700	Total DPMV - Equipment repair	75,979	1,418							5,000	82,997	8.71%	
01491 3200	Services	2,300									2,300		
01491 3200	Total Cemetery Department	2,500									2,500	0.00%	
01512 3110	Salary	14,021									14,021		identical union contract expires 6/30/14
01512 3200	Services	400									400		
01512 3400	Supplies	100									100		
01512 3420	Office Supplies	400									400		
01512 3700	Other Charges & Expense	550									550		increase for public hearings expense
01512 3700	Total Board of Health	15,471	300								15,771	1.94%	
01512 3030	Nursing Service	7,100									7,100		0.00% still pending Nebraska Assoc BOH at 12/19/13
01512 3035	Nebraska BOH	16,106									16,106		
01512 3035	Total Nebraska Board of Health	23,606									23,606		
01540 3200	Services	500									500		
01540 3160	Postage	70									70		
01540 3700	Other Charges & Expense	110									110		
01540 3700	Total Disability Commission	700									700	0.00%	
01541 3110	Salary	101,634									101,634		identical union contract expires 6/30/14
01541 3200	Services	17,600									17,600		
01541 3400	Supplies	2,000									2,000		
01541 3420	Office Supplies	800									800		
01541 3490	Food Supplies	200									200		
01541 3700	Other Charges & Expense	600									600		
01541 3700	Total Council on Aging	124,834									124,834	0.00%	
01543 3110	Salary	17,234									17,234		
01543 3200	Services	500									400		
01543 3400	Supplies	800									600		
01543 3420	Office Supplies	100									100		
01543 3700	Other Charges & Expense	500									300		
01543 3700	Total Veterans Agent	19,134	(200)								18,694	-2.60%	
01547 3170	Services	168,000									168,000		
01547 3170	Total Veterans Benefits	168,000									168,000	0.00%	
01610 3110	Salary	277,561	(1)								277,558		
01610 3200	Services	81,025									93,100		
01610 3400	Books, Periodicals, A/V	90,000									90,000		
01610 3400	Supplies	10,580									10,310		
01610 3700	Other Charges & Expense	1,550									1,350		
01610 3700	Total Library	467,716	4,992								472,708	1.07%	
01650 3100	LIBRARIAN WAGES	29,714									29,714		
01650 3110	DIRECTOR WAGES	48,144									48,144		
01650 3110	ASSISTANT WAGES	11,444									11,444		
01650 3200	SERVICES	10,146									10,146		
01650 3240	BUILDING & GROUNDS UNKEEP	2,000									2,000		
01650 3240	VEHICLE REPAIR	1,000									1,000		
01650 3400	SUPPLIES	8,000									10,000		
01650 3410	TRAINING EQTS/SUPPLIES	1,000									1,000		
01650 3700	OTHER CHARGES & EXPENSE	1,000									1,000		
01650 3700	Total Parks Department	113,168									113,168	0.00%	
01653 3200	Supplies	4,000									4,000		
01653 3200	Total Ayrer/Slater Parkball	4,000									4,000	0.00%	
01653 3200	Supplies	4,000									4,000		
01653 3200	Total Little League	4,000									4,000	0.00%	



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Account	Description	FY 2014 Appropriation	Required Adjustment 1	non-union	Non Union Steps	Union Contracts	Cost of Living Adjustment	Longevity	Permanent Adjustment	One Time Expenses	Town Meeting Adjustments	Revised FY2015 Budget	Note
<b>Total Operating Budget</b>		<b>11,189,020</b>	<b>366,236</b>							<b>20,530</b>	<b>10,000</b>	<b>11,485,796</b>	<b>2.85%</b>
ASRSB	ASRSB Share Assessment	8,919,310	480,816									9,600,216	7.43%
	ASRSB Debt Allocation	1,951,396	819,622									1,091,018	418,447
	NVTIS Assessment	600,928	(17,689)									583,919	-2.97%
	NVTIS Debt Allocation		77										
	OPFB Funded	170,000	77									170,000	0.00%
	Stabilization	136,537	77									136,537	0.00%
	Capital Stabilization Funding	23,442	77									23,442	0.00%
	Year 1 Bond Interest & Admin for borrow	19,591										10,080	-48.45%
	Rates Article	37,720	(37,461)									319	-99.16% Prior year bills
<b>Total Budget Expenses</b>		<b>21,292,084</b>	<b>22,992,937</b>	<b>21,992,937</b>	<b>21,992,937</b>	<b>21,992,937</b>	<b>21,992,937</b>	<b>21,992,937</b>	<b>21,992,937</b>	<b>23,014,467</b>	<b>23,014,467</b>	<b>23,014,467</b>	<b>8.14%</b>
Revenue (Appropriation) re revenue		20,908,423	3,470,241									24,186,664	
		398,215	91,678									489,993	
<b>Total Revenue (Appropriation &amp; Enterprise)</b>		<b>21,306,738</b>	<b>21,306,738</b>	<b>21,306,738</b>	<b>21,306,738</b>	<b>21,306,738</b>	<b>21,306,738</b>	<b>21,306,738</b>	<b>21,306,738</b>	<b>(1,707,729)</b>	<b>(1,707,729)</b>	<b>24,816,637</b>	
<b>Net Budget</b>		<b>14,655</b>	<b>(1,687,199)</b>	<b>(1,687,199)</b>	<b>(1,687,199)</b>	<b>(1,687,199)</b>	<b>(1,687,199)</b>	<b>(1,687,199)</b>	<b>(1,687,199)</b>	<b>(1,707,729)</b>	<b>(1,707,729)</b>	<b>1,451,191</b>	

estimated as of 7/22/14

The Capital Planning Committee voted December 11, 2013 to recommend the following capital projects for FY15:

				recommended funding sources	1st year interest (3%) & bond admin (5%) total 8% first year cost	estimated 1st year impact on taxes
<b>GENERAL FUND:</b>						
Information Technology	new servers (Town Hall, Fire, DPW \$15,000 each)	45,000.00	45,000.00	regular borrow	3,600.00	
Library	microfilm scanner	10,000.00		from capital stabilization		
Police	replace Chief car	31,000.00	31,000.00	regular borrow	2,480.00	
Fire	replace heavy rescue truck	475,000.00	475,000.00	debt exclusion		38,000.00
DPW highway	East Main Street Design	50,000.00	50,000.00	regular borrow	4,000.00	
					10,080.00	gen fd
<b>AMBULANCE:</b>						
cardiac monitor		35,000.00	35,000.00	ambulance enterprise borrow	2,800.00	
<b>WATER:</b>						
meter radio read system		50,000.00	50,000.00	water enterprise borrow	4,000.00	
Spec Pond WTF corrosion control equipment		50,000.00	50,000.00	water enterprise borrow	4,000.00	
annual water main replacements		250,000.00	250,000.00	water enterprise borrow	20,000.00	
East Main Street Water Main Replacements		1,000,000.00	895,088.69	\$104,911.31 from reserve for borrow \$895,088.69 as water fund borrow	71,607.10	
<b>SEWER</b>						
meter radio read system		50,000.00	50,000.00	sewer enterprise borrow	4,000.00	
East Main Street Sewer Main Replacements		750,000.00	639,147.66	\$110,852.34 from reserve for borrow \$639,147.66 as sewer borrow	51,131.81	
		<b>total borrowing</b>				
		<u>2,570,236.35</u>				
<b>Total Capital Projects Approved</b>		<u>2,796,000.00</u>			<u>167,618.91</u>	<u>38,000.00</u>

Note: Amount originally submitted and voted by CPC for the Fire rescue truck was \$400,000; on Jan 29, 2014, the Chief submitted a revised cost of \$475,000.

## Robert Pontbriand

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**From:** shoude@ayer.ma.us  
**Sent:** Thursday, February 27, 2014 3:24 PM  
**To:** Robert Pontbriand  
**Subject:** Tue BOS meeting

Hi Robert-

Do you have an estimated time I will be scheduled for the BOS meeting on Tuesday. The vice chair will be joining me. I won't have documents for the BOS until Monday. I need to update the budget model over the weekend. Please extend my apologies for this.

Thank you.

Scott Houde  
Chairman  
Finance Committee  
Town of Ayer, MA

## **AGENDA ITEM #8**

### **POLICY FOR REMOTE PARTICIPATION OF PUBLIC MEETINGS**

- The BOS has reviewed and discussed this potential policy extensively in 2013.
- The Town Administrator has recommended adoption of remote participation for public meetings in accordance with OML with the EXCEPTION of Executive Sessions.
- Selectman Luca has asked the BOS to review this proposed policy and would like the BOS to render a policy decision on whether or not to implement. (See Attached)

**\*\*\*\*PROPOSED DRAFT POLICY\*\*\*\***  
**[REVISED: Nov. 8, 2013 by R. Pontbriand]**  
***[ALL Executive Sessions EXEMPT from Remote Participation]***

**DATE:** September 26, 2013

**TO:** All Town of Ayer Boards, Commissions, Committees, and Employees

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

**SUBJECT: Town of Ayer Remote Participation Policy for all Public Meetings  
(Proposed Draft)**

The Attorney General's Office has issued regulations providing direction to municipalities with regard to remote participation at public meetings regulated by the Open Meeting Law 940 CMR 29.10 (see attached).

On (insert date), the Ayer Board of Selectmen voted as follows in accordance with 940 CMR 29.10:

**To allow remote participation in accordance with the requirements of 940 CMR 29.10, with the authorization applying to all public meetings of all Town of Ayer Public Bodies in the Town of Ayer.**

In addition, the Board voted on (insert date), to approve the type of technology to be used in remote participation, as follows.

**To allow remote participation by means of telephone, the Internet, satellite enabled audio and/or video conferencing, and/or any other technology which enable the remote participant and all persons at the meeting location to be clearly audible to one another.**

Note that the Ayer Board of Selectmen may also revoke its approval of remote participation in the same manner as it has approved it. **The Ayer Board of Selectmen will monitor remote participation at meetings, and so instructs each public body that uses remote participation to inform the Town Administrator of each such remote participation, providing the details of the remote participation, and its assessment of such use.** Please contact the Town Administrator if you have any questions about remote participation at meetings.

**[PROPOSED DRAFT POLICY]**

Each public body using remote participation must be aware of the requirements of remote participation, as detailed below. **Every effort should be made by the public body to avoid the use of remote participation at meetings when possible.**

Members of a public body may participate remotely only if physical attendance is “unreasonably difficult”, as determined by the Chair or the person acting as Chair (in the Chair’s absence) of the meeting. Attendance that is “unreasonably difficult” is limited to the following:

1. Personal illness;
2. Personal disability;
3. Emergency;
4. Military service; or,
5. Geographic distance

During a meeting at which a member(s) is remotely participating, the member who is participating and all others present at the meeting **must be clearly audible to each other; a quorum of the public body must be physically present; and the Chair, or person acting as Chair, must be physically present.**

If the technology that is being used to allow the member(s) to remotely participate fails during the meeting, the Chair is encouraged to suspend the meeting while the failure is being fixed. **If the failure cannot be fixed, the failure and the departure of the remotely participating member(s) must be noted in the meeting minutes.**

**The mandatory procedures for remote participation are as follows:**

1. Any member(s) of a public body who wishes to remotely participate must notify the Chair as soon as reasonably possible, and include in the notification the reason for, and facts supporting the request.
2. When feasible, the Chair must distribute to the remote participant(s) in advance of the meeting all materials to be used in the meeting.
3. **At the start of the meeting the Chair must announce the names of the members who are remotely participating, and the reasons for their remote participation. This information must be recorded in the minutes of the meeting.**
4. All votes taken while any member(s) is remotely participating must be by roll call vote and recorded as such in the meeting minutes.

## **[PROPOSED DRAFT POLICY]**

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3. **At the start of the meeting the Chair must announce the names of the members who are remotely participating, and the reasons for their remote participation. This information must be recorded in the minutes of the meeting.**
4. All votes taken while any member(s) is remotely participating must be by roll call vote and recorded as such in the meeting minutes.

**[PROPOSED DRAFT POLICY]**

5. **Town of Ayer Public Bodies CANNOT use remote participation for Executive Sessions under any and all circumstances.**
6. Any cost for and/or associated with the remote participation shall be borne by the remote participant(s).
7. Failure to adhere to all of these mandatory procedures is a violation of 940 CMR 29.10 and the Town of Ayer's Policy on Remote Participation at Meetings.

**Violations:**

- Violations of 940 CMR 29.10 and/or the Town's Policy will result in the remote participation meeting being deemed illegal and all actions and/or votes to be illegal (null and void).
- Furthermore any violations of 940 CMR 29.10 are subject to investigation and enforcement by the Attorney General which **may include fines and penalties to the individual(s) involved; the public body involved and/or the Town of Ayer.** Such violations may also result in an order of revocation from the Attorney General's Office for the remote participation at meetings in the Town of Ayer.

**Revocation of Policy:**

- The Ayer Board of Selectmen reserves the right at any time to revoke the adoption of Remote Participation at Public Meetings Policy by a simple majority vote of the Ayer Board of Selectmen in a posted, Open Meeting.

Again, if you have any questions or concerns, please contact the Town Administrator.

Attachment: 940 CMR 29.10

Cc: Attorney General of the Commonwealth of Massachusetts  
Town Counsel

**\*\*\*\*PROPOSED DRAFT POLICY\*\*\*\***

**DATE:** September 26, 2013

**TO:** All Town of Ayer Boards, Commissions, Committees, and Employees

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

**SUBJECT: Town of Ayer Remote Participation Policy for all Public Meetings  
(Proposed Draft)**

The Attorney General's Office has issued regulations providing direction to municipalities with regard to remote participation at public meetings regulated by the Open Meeting Law 940 CMR 29.10 (see attached).

On (insert date), the Ayer Board of Selectmen voted as follows in accordance with 940 CMR 29.10:

**To allow remote participation in accordance with the requirements of 940 CMR 29.10, with the authorization applying to all public meetings of all Town of Ayer Public Bodies in the Town of Ayer.**

In addition, the Board voted on (insert date), to approve the type of technology to be used in remote participation, as follows.

**To allow remote participation by means of telephone, the Internet, satellite enabled audio and/or video conferencing, and/or any other technology which enable the remote participant and all persons at the meeting location to be clearly audible to one another.**

Note that the Ayer Board of Selectmen may also revoke its approval of remote participation in the same manner as it has approved it. **The Ayer Board of Selectmen will monitor remote participation at meetings, and so instructs each public body that uses remote participation to inform the Town Administrator of each such remote participation, providing the details of the remote participation, and its assessment of such use.** Please contact the Town Administrator if you have any questions about remote participation at meetings.

## **[PROPOSED DRAFT POLICY]**

Each public body using remote participation must be aware of the requirements of remote participation, as detailed below. **Every effort should be made by the public body to avoid the use of remote participation at meetings when possible.**

Members of a public body may participate remotely only if physical attendance is “unreasonably difficult”, as determined by the Chair or the person acting as Chair (in the Chair’s absence) of the meeting. Attendance that is “unreasonably difficult” is limited to the following:

1. Personal illness;
2. Personal disability;
3. Emergency;
4. Military service; or,
5. Geographic distance

During a meeting at which a member(s) is remotely participating, the member who is participating and all others present at the meeting **must be clearly audible to each other; a quorum of the public body must be physically present; and the Chair, or person acting as Chair, must be physically present.**

If the technology that is being used to allow the member(s) to remotely participate fails during the meeting, the Chair is encouraged to suspend the meeting while the failure is being fixed. **If the failure cannot be fixed, the failure and the departure of the remotely participating member(s) must be noted in the meeting minutes.**

**The mandatory procedures for remote participation are as follows:**

1. Any member(s) of a public body who wishes to remotely participate must notify the Chair as soon as reasonably possible, and include in the notification the reason for, and facts supporting the request.
2. When feasible, the Chair must distribute to the remote participant(s) in advance of the meeting all materials to be used in the meeting.
3. **At the start of the meeting the Chair must announce the names of the members who are remotely participating, and the reasons for their remote participation. This information must be recorded in the minutes of the meeting.**
4. All votes taken while any member(s) is remotely participating must be by roll call vote and recorded as such in the meeting minutes.

**[PROPOSED DRAFT POLICY]**

5. Public body members may participate remotely in Executive Session, but the Chair must state their name(s) and reason(s) for remote participation in Open Session prior to entering Executive Session. This information must be recorded in the minutes of the meeting. Once in Executive Session the remote participant(s) must state that no other persons are present and/or able to hear the discussion at the remote location(s), unless presence of such person(s) is approved by a simple majority vote of the public body.
6. Any cost for and/or associated with the remote participation shall be borne by the remote participant(s).
7. Failure to adhere to all of these mandatory procedures is a violation of 940 CMR 29.10 and the Town of Ayer's Policy on Remote Participation at Meetings.

**Violations:**

- Violations of 940 CMR 29.10 and/or the Town's Policy will result in the remote participation meeting being deemed illegal and all actions and/or votes to be illegal (null and void).
- Furthermore any violations of 940 CMR 29.10 are subject to investigation and enforcement by the Attorney General which **may include fines and penalties to the individual(s) involved; the public body involved and/or the Town of Ayer.** Such violations may also result in an order of revocation from the Attorney General's Office for the remote participation at meetings in the Town of Ayer.

**Revocation of Policy:**

- The Ayer Board of Selectmen reserves the right at any time to revoke the adoption of Remote Participation at Public Meetings Policy by a simple majority vote of the Ayer Board of Selectmen in a posted, Open Meeting.

Again, if you have any questions or concerns, please contact the Town Administrator.

Attachment: 940 CMR 29.10

Cc: Attorney General of the Commonwealth of Massachusetts  
Town Counsel

## **29.10: Remote Participation**

(1) **Preamble.** Remote participation may be permitted subject to the following procedures and restrictions. However, the Attorney General strongly encourages members of public bodies to physically attend meetings whenever possible. By promulgating these regulations, the Attorney General hopes to promote greater participation in government. Members of public bodies have a responsibility to ensure that remote participation in meetings is not used in a way that would defeat the purposes of the Open Meeting Law, namely promoting transparency with regard to deliberations and decisions on which public policy is based.

(2) **Adoption of Remote Participation.** Remote participation in meetings of public bodies is not permitted unless the practice has been adopted as follows:

(a) **Local Public Bodies.** The Chief Executive Officer, as defined in M.G.L. c. 4, sec. 7, must authorize or, by a simple majority, vote to allow remote participation in accordance with the requirements of these regulations, with that authorization or vote applying to all subsequent meetings of all local public bodies in that municipality.

(b) **Regional or District Public Bodies.** The regional or district public body must, by a simple majority, vote to allow remote participation in accordance with the requirements of these regulations, with that vote applying to all subsequent meetings of that public body and its committees.

(c) **Regional School Districts.** The regional school district committee must, by a simple majority, vote to allow remote participation in accordance with the requirements of these regulations, with that vote applying to all subsequent meetings of that public body and its committees.

(d) **County Public Bodies.** The county commissioners must, by a simple majority, vote to allow remote participation in accordance with the requirements of these regulations, with that vote applying to all subsequent meetings of all county public bodies in that county.

(e) **State Public Bodies.** The state public body must, by a simple majority, vote to allow remote participation in accordance with the requirements of these regulations, with that vote applying to all subsequent meetings of that public body and its committees.

(f) **Retirement Boards.** A retirement board created pursuant to M.G.L. c. 32, sec. 20 or M.G.L. c. 34B, § 19 must, by a simple majority, vote to allow remote participation in accordance with the requirements of these regulations, with that vote applying to all subsequent meetings of that public body and its committees.

(3) **Revocation of Remote Participation.** Any person or entity with the authority to adopt remote participation pursuant to 940 CMR 29.10(2) may revoke that adoption in the same manner.

(4) **Minimum Requirements for Remote Participation.**

(a) Members of a public body who participate remotely and all persons present at the meeting location shall be clearly audible to each other;

(b) A quorum of the body, including the chair or, in the chair's absence, the person authorized to chair the meeting, shall be physically present at the meeting location, as required by M.G.L. c. 30A, sec 20(d);

(c) Members of public bodies who participate remotely may vote and shall not be deemed absent for the purposes of M.G.L. c. 39, sec. 23D.

**(5) Permissible Reasons for Remote Participation.** If remote participation has been adopted in accordance with 940 CMR 29.10(2), a member of a public body shall be permitted to participate remotely in a meeting, in accordance with the procedures described in 940 CMR 29.10(7), if the chair or, in the chair's absence, the person chairing the meeting, determines that one or more of the following factors makes the member's physical attendance unreasonably difficult:

(a) Personal illness;

(b) Personal disability;

(c) Emergency;

(d) Military service; or

(e) Geographic distance.

**(6) Technology.**

(a) The following media are acceptable methods for remote participation. Remote participation by any other means is not permitted. Accommodations shall be made for any public body member who requires TTY service, video relay service, or other form of adaptive telecommunications.

(i) telephone, internet, or satellite enabled audio or video conferencing;

(ii) any other technology that enables the remote participant and all persons present at the meeting location to be clearly audible to one another.

(b) When video technology is in use, the remote participant shall be clearly visible to all persons present in the meeting location.

(c) The public body shall determine which of the acceptable methods may be used by its members.

(d) The chair or, in the chair's absence, the person chairing the meeting, may decide how to address technical difficulties that arise as a result of utilizing remote participation, but is encouraged, wherever possible, to suspend discussion while reasonable efforts are made to correct any problem that interferes with a remote participant's ability to hear or be heard clearly by all persons present at the meeting location. If technical difficulties result in a remote participant being disconnected from the meeting, that fact and the time at which the disconnection occurred shall be noted in the meeting minutes.

(e) The amount and source of payment for any costs associated with remote participation shall be determined by the applicable adopting entity identified in 940 CMR 29.10(2).

**(7) Procedures for Remote Participation.**

(a) Any member of a public body who wishes to participate remotely shall, as soon as reasonably possible prior to a meeting, notify the chair or, in the chair's absence, the person chairing the meeting, of his or her desire to do so and the reason for and facts supporting his or her request.

(b) At the start of the meeting, the chair shall announce the name of any member who will be participating remotely and the reason under 940 CMR 29.10(5) for his or her remote participation. This information shall also be recorded in the meeting minutes.

(c) All votes taken during any meeting in which a member participates remotely shall be by roll call vote.

(d) A member participating remotely may participate in an executive session, but shall state at the start of any such session that no other person is present and/or able to hear the discussion at the remote location, unless presence of that person is approved by a simple majority vote of the public body.

(e) When feasible, the chair or, in the chair's absence, the person chairing the meeting, shall distribute to remote participants, in advance of the meeting, copies of any documents or exhibits that he or she reasonably anticipates will be used during the meeting. If used during the meeting, such documents shall be part of the official record of the meeting, and shall be listed in the meeting minutes and retained in accordance with M.G.L. c. 30A, sec. 22.

**(8) Further Restriction by Adopting Authority.** These regulations do not prohibit any person or entity with the authority to adopt remote participation pursuant to 940 CMR 29.10(2) from enacting policies, laws, rules or regulations that prohibit or further restrict the use of remote participation by public bodies within that person or entity's jurisdiction, provided those policies, laws, rules or regulations do not violate state or federal law.

**(9) Remedy for Violation.** If the Attorney General determines, after investigation, that 940 CMR 29.10 has been violated, the Attorney General may resolve the investigation by ordering the public body to temporarily or permanently discontinue its use of remote participation.



The Official Website of the Attorney General of Massachusetts

## Attorney General Martha Coakley

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### OML FAQ: Remote Participation

#### Remote Participation

If the practice of remote participation has been authorized in a municipality, may an individual public body adopt a policy prohibiting or further restricting its use?

No. Only the adopting authority specified in 940 CMR 29.10(2) may establish restrictions on the use of remote participation. The adopting authority can authorize the practice for all public bodies within its jurisdiction but give all public bodies the opportunity to opt out of the practice, however.

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What types of restrictions may an adopting authority place on remote participation?

An adopting authority, such as the Board of Selectmen in a town, may decide to adopt the practice of remote participation, but place restrictions on its use. Just as the adoption of remote participation must apply to all public bodies within the adopting authority's jurisdiction, however, any restriction on remote participation, other than on the amount or source of payment for any costs associated with the practice, must apply uniformly to all public bodies within the adopting authority's jurisdiction.

For instance, a Board of Selectmen may choose to adopt a policy saying that no member of any town board may participate remotely in more than three meetings each year. Or the Board may adopt a policy stating that a last minute lack of childcare shall be considered a personal emergency justifying remote participation under 940 CMR 29.10 (5)(c). However, the Board may not authorize the practice but say that only the Board of Selectmen can utilize it. The Board can say that funds for the purchase of necessary equipment will only be allocated for the Board's use, though.

An adopting authority also may not adopt a policy that violates state or federal law. Thus, it is not permissible for an adopting authority to say that no member may participate remotely due to personal disability or geographic distance, since these are allowable reasons for remote participation under the Attorney General's regulations. But the adopting authority can adopt a policy saying, for instance, that a public body member who wishes to participate remotely due to geographic distance must be a certain distance from the meeting location for his or her physical attendance to be considered unreasonably difficult.

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**AGENDA ITEM #9**

**NEW BUSINESS / SELECTMEN'S QUESTIONS**

**March 2014 BOS Meeting Schedule** (Selectman Luca)

- Selectman Luca is recommending that the BOS not meet on Tuesday, March 18, 2014 so that many Selectmen, Town Administrator, BOS Secretary and Department Heads, and other Town Officials and residents can attend the 13<sup>th</sup> Annual Taste of Nashoba. If agreed to, then the BOS would meet on Tuesday, March 25, 2014 and the following week on Tuesday, April 1, 2014.

**JBOS Update** (Selectman Luca)

**Devens Excess Sewer Capacity Issue** (Selectman Hillman)

**Future Staff of Bldg. Dept.** (Selectman Hillman)

**AGENDA ITEM #10**

**APPROVAL OF MEETING MINUTES**

- January 21, 2014 (See Attached)
- February 4, 2014 (See Attached)
- February 18, 2014 (See Attached)

**ADJOURNMENT**

**TOWN OF AYER SELECTMEN'S MEETING MINUTES**  
**Tuesday, January 21, 2014-7:00P.M.**  
**1st Floor Meeting Room, Town Hall, Main Street, Ayer, MA**

**Chairman Luca called the meeting to order at 7:00p.m.** Present: Chairman-Gary J. Luca, Christopher R. Hillman, Vice-Chairman, James M. Fay Clerk, Members: Pauline Conley and Jannice Livingston. Janet Lewis, Secretary. Town Administrator Robert A. Pontbriand absent

Chairman Luca requested if there were any amendments to the Agenda. None. Chairman Luca called for a motion to approve the Agenda. Ms. Livingston moved to approve the agenda 2nd by Mr. Fay, VOTE: unanimous, so moved.

Chairman Luca requested if there was anyone present wishing to meet with the Board under Public Input. No one stepped forward. Ms. Conley requested from the Board's delegates to the Curbside Study Working Group if they held their first meeting. Ms. Livingston advised to the first meeting of the working group is Thursday, January 30, 2014 at 5:00p.m. at the DPW Office.

**Announcements:** Chairman Luca called for a Moment of Silence for the "Town's First Lady of Ayer"-Zelda L. Moore, who passed away on Monday, January 20, 2014. Mr. Luca reflected on Mrs. Moore love and vision for the Town documenting, restoring and maintaining the Town's historic treasures through her library in the Page Moore Building. The Board sent along their sincerest condolences to the Moore family.

**National Grid-Washington Street Easement**-The Board met with Iris Harris from National Grid re the Granting of Easement on the southwest side of Washington Street and westerly side of Groton Harvard Road -Town of Ayer Assessors Map Parcel 019/020.00000-0001.0 described in a deed dated April 30, 1883 recorded at Middlesex South District Registry of Deeds in Book 1653, Page 213 for underground electric distribution system for the ASRHS construction project. Ms. Conley moved the vote to approve the National Grid -Washington Street Easement as presented, 2nd by Mr. Hillman, VOTE: unanimous, so moved.

**Police Chief William Murray -Appointment Police/Fire/EMS Per Diem Dispatcher**-Chief Murray introduced and recommended the appointment of Christopher M. Herrstrom, of Ayer, MA to the on-call Per Diem Dispatcher position to augment his dispatch staff (no benefits, not covered by CBA and compensated at Step One Full Time Dispatcher/no conflicts with Fire Dept. per 1-9-14 Memo) Ms. Conley moved the Board vote to approve the Chief's recommendation and appoint Christopher M. Herrstrom as a Police/Fire/EMS Per Diem Dispatcher to the Ayer Police Dept. as discussed, 2nd by Mr. Hillman, VOTE: unanimous, so moved.

**Cultural Council Appointments**-rescheduled to Board's 2-4-14 Meeting

**DPW Superintendent's Report-the Board met with Mark Wetzel**

**1 Old Groton Road-** Supt. Wetzel advised to only one interested party submitting request re plowing Old Groton Rd.- Matthew Womble, of Lunenburg, MA at \$75 for every 4" of snow or \$150 for 8" of snow advising the Board to Mr. Womble the person who plowed Old Groton Rd the last storm as test run. Discussion followed re concern re other roads, contracts, liability insurance etc. Mr. Fay stating at the last meeting the Board agreed Town would plow road, that should be it-plow road, he is not comfortable giving to private contractor DPW should plow road, don't treat any different than any other road. Ms. Conley agreeing with Mr. Fay but suggesting DPW get at least one pass done with backhoe early in storm, if significant storm, to allow residents some accommodation re access. Supt. Wetzel urging Board to get something in writing from residents re plowing and advising to Fire Dept. having emergency access from Washington Street entrance if needed as well as requesting residents of Old Groton Rd. not to park on road. The Board requested number of new streets/private roads requiring similar consideration Mr. Hillman advising to Pingrey Hill, Mountain Laurel having issues as well. Mr. Hillman advising to Board settling issue this Spring.

2. Industrial Pretreatment Program Contract with Hoyle Tanner (HTA)-Supt. Wetzel presented HTA Agreement for Professional Engineering services for the Town's four (4) Significant Industrial Users (SIU) for twelve months January 2014 to December 2014 with an option for two additional years, effective 12-21-14 in the amount of \$42,500.00. Mr. Fay moved the Board's approval of HTA's Pretreatment Program as presented and recommended by Supt. Wetzel for a one year contract not to exceed \$42,500.00. Ms. Conley requesting to strike limitations of their responsibilities paragraph #10 and clarify paragraph #9 limits coverage, 2nd by Mr. Hillman VOTE: unanimous, so moved. Mr. Wetzel to have HTA modify Agreement and report back.

3. Street Light Contract Time Extension-Blais Electrical Corp. Contractor present for the discussion Supt. Wetzel advising Board to Blais Electric requesting time extension for the Main Street Light Improvement Project due to being delayed in completing the work due to deliveries from the vendor. Supt. Wetzel advising to the light poles delivered on 12-30-13 and expecting delivery on the decorative bases on 1-21-14. Supt. Wetzel advising to contractor preparing hole locations in October and November 2013 and installing poles and light fixtures as soon as the materials were delivered even under polar vortex weather conditions and recommending the Board's approval of the time extension. The Board applauded work effort; Blais advising to shutdown in NY out of their control holding up delivery. Ms. Conley thanked Mr. Blais for all his effort and moved to approve Change Order #1. to Blais Electrical Corp. modifying final date of delivery/installation of the decorative light pole bases (payment) to 1-31-14 and authorize the Chairman's signature, 2nd by Mr. Hillman, VOTE: unanimous, so moved. **Board of Selectmen's Minutes and Meeting Packets**-The Board after a brief discussion amended the Board's Policies & Procedures 99-24 Minutes -from fourth (4) day of circulation of Meeting minutes to ten (10) days (the Board to remit electronic edit to the minutes within 4-5 days of meeting and minutes to be re-circulated with all edits electronically back to the Board). Board to approve minutes once a month. Motion to approve made by Mr. Fay, 2nd by Mr. Hillman VOTE: unanimous, so moved.

**Town Administrator's Report**-Mr. Pontbriand absent

1. Public Disclosure of 1-20-14 Executive Session Acts per OML (if applicable)

Mr. Luca advised to the Board voting and approving a RFT in the amount of \$4,067.04 re medical bills for Police Officer under 111F and sending RFT to Fin-Com for approval.

2. 2014 MMA Annual Meeting Voting Delegate - Mr. Fay nominated Mr. Luca as delegate to the 2014 MMA Annual Mtg., 2nd by Ms. Conley, VOTE: unanimous, so moved.

3. The Board reviewed the revised Selectmen's Office Fy-15 Budget and expressed concern re impact to legal budget and Ms. Conley requesting spread sheet re legal costs to date.

4. Old Central Fire Station RFP-Ms. Conley requesting to amend Page one #1. Introduction 2nd word second line change sale to purchase- of property. Mr. Fay moved the Board vote to approve amendment, 2nd by Ms. Conley VOTE: unanimous, so moved.

5. Town-wide Life Insurance Policy Proposal- The Board reviewed their vote of 1-7-14 raising the Town-wide Life Insurance Policy from \$2K to \$5K contingent upon Fin-Com's review & approval. The Board reviewed coverage changes, amending the Bargaining Agreements too include 75-25 split. Ms. Conley offered to break out changes in the old and new coverage. The Board requested to have Ms. Doig come before the Board to explain/clarify policies at their 2-4-14 meeting.

6. Willows Demand for payment update-Mr. Hillman stated he stands by decision of 12-17-13 to send out letter asap demanding the \$250K and hold all permits until settled. Ms. Livingston requesting this is run by Town counsel re bankruptcy concerns.

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

Mr. Hillman-

1. recommending the Board put Town Counsel/Legal Services out to bid, get quotes, wouldn't hurt-competition is good.

2. Excess Sewer Capacity/Devens-suggesting the Board needs a more accurate study done to reduce contract on a as need basis rather than have to basis. The Board requested to receive a preliminary recommendation from Supt. Wetzel for the Board's 2-4-14 meeting.

3. GPS in Town Vehicles Mr. Hillman stating he doesn't want to use re tracking, or use by supervisors as a disciplinary tool but to utilize re assistance in example with break-ins to see where officers are to be able to get them there quick and patrol checks. Mr. Luca agreeing to great tool if departments buy into. Mr. Fay advising to impact bargaining necessary, Mr. Hillman disagreeing stating there is no impact re working conditions. The Board requested to get materials back from Ms. Knox and Mr. Wetzel to have something the Board could look at. Mr. Fay offering to invite Lowell Company in for demonstration.

4. Economic Plan-need -Town needs portfolio\_outlining schools, businesses, recreational areas, need to promote more looking to promote/encourage potential new businesses to Town

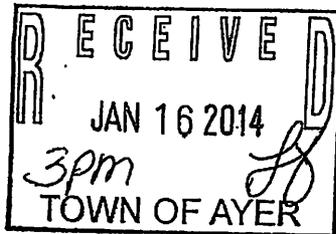
5. Business Certificates-requesting update.

Ms. Livingston-

requested update to Town Auditors recommendation/s of 8-22-13 re closing Tax Collector's bank account and billing/reimbursement other municipalities re retirees healthcare and as of today no confirmation bills have been paid. Ms. Livingston read Chapter 32B Section 9A 1/2 into the record advising Town of Ayer is receiving bills and they are not being paid stating it is the law, something is wrong. Mr. Luca advising to his public information request being redacted by Treasurer and Town Administrator unable to get information. Mr. Fay stating Board needs to require Treasurer comply with request it is the law, if need be take our own officials to court. Ms. Livingston stating she doesn't understand the attitude, Treasurer doesn't have to answer the question. A simple request for information Board can't get. Mr. Hillman stating position should be appointed not elected. Ms. Conley requested where we stand re Financial Policies to get information-exhibits being prepared by the Fin-Com, and questioning if other communities were billing us and advised yes.

**Minutes 12-17-13-** The Board requested to add line re Doug Jasperson being present re plowing history of Old Groton Road.

9:35p.m. Ms. Livingston moved to adjourn the meeting 2nd by Mr. Hillman VOTE: Unanimous so moved.  
9:35 meeting adjourned.



Town of Ayer  
Board of Selectmen  
Ayer Town Hall – 1<sup>st</sup> 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 SELECTMEN'S MEETING MINUTES**  
**Tuesday, February 4, 2014-7:00P.M.**  
**1st Floor Meeting Room, Town Hall, Main Street, Ayer, MA**

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

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

Ms. Conley requested MMA Meeting Update, Curbside pick-up update be placed under Town Administrator's Report. Town Administrator's Report-Mr. Pontbriand added the two (2) requested items under his report

- **Public Input**-Mary Spinner questioning status of Storm Water Enterprise Fund -advising to Town Meeting creating Storm Water Fund 7-1-12.

Ms. Conley-requesting Public Input Matrix be updated.

- **Announcements**- Chairman Luca took this opportunity to advise all to fundraiser being sponsored by the Ayer Police Department for Public safety Dispatcher Terri Fuhs to help defray cost associated with loss of wages and medical treatment on February 23, 2014 from 4-7p.m. at the Billiard's Cafe, 39 Main St., Ayer, MA. Chairman stating for those who can't attend but wish to make a donation a Gofundme account has been set up.

-**Mark O'Hagan-The Willows**-present for the discussion Bruce Wheeler, Manager, Willow Rd. Dev. LLC. The Board reviewed with Mr. O'Hagan their 1-24-14 demand for payment letter per the Town's Comprehensive Permit issued by the ZBA -approved on 10-18-05 and filed with Middlesex South Registry of Deeds -Book 47446-Page 284. A lengthy discussion followed re Mr. O'Hagen giving the Board a brief background of the project to date.

- working through difficult economic environment
- tentative Agreement proposed with Supt. Wetzel re \$10K/per unit for 25 units
- DPW has no legal authorization to enter into agreement-Board of Selectmen only authority
- no permits to be issued until issue resolved-no permits have been issued since 12-17-13
- \$250K cost of construction for Water Tank Tower-time line Fall of 2014 Bid out Oct/Nov.2014  
Town needs money to construct tower.
- Performance Bond balance to be transmitted to Town Administrator by 2-5-14
- Agreement to be drawn up by Town Counsel to protect Town of Ayer.
- Total number of homes remaining to be built: Market Value 34 -Affordable 3
- Willows has \$48K in escrow set-a-side-5 Building Permits needed (4 Market-1 Affordable) to keep everything going; will come back in two (2) weeks to update Board.
- O'Hagan to provide build out schedule to Board of Selectmen and name of Attorney re escrow  
To Town Administrator for Town Counsel.

Ms. Conley moved the Board authorize Gabe Vellante-Building Commissioner to issue five (5) Building Permits for Willow Road Dev., LLC in exchange for \$48K by Willow Road Dev., LLC to be held in Escrow; and authorize Mr. Vellante to release Building Permits in exchange for Mr. O'Hagan to provide Town Administrator closing schedule within sixty (60) days re -\$12K for each unit closing, in addition the Department of Public Works to release water connection for marketing trailer on site, 2nd by Selectman Hillman VOTE: unanimous, so moved.

**Cultural Council Appointments**-Mr. Pontbriand updated the Board to Tony D'Amico submitting the following candidates for appointment to the Ayer Cultural Council and advising to Mr. D'Amico highly recommending their appointments. The Board met with Sheila Schwabe, Deborah Kay and Jane Morriss.

The Board reviewed the role & responsibilities of the Council with the candidates and thanked each of the candidates for volunteering their service to the Town. Selectman Livingston moved the appointments of Sheila Schwable, Deborah Kay and Jane Morriss to the Ayer Cultural Council effective July 1, 2013 to June 30, 2016, 2nd by Mr. Hillman VOTE: unanimous, so moved.

**64 Westford Road**-Present for the discussion-Ralph McNiff, Heather Haas, Chairman of the Ayer Board of Health, Gabe Vellante, Building Commissioner, Police Chief William Murray and Fire Chief Robert Pedrazzi. Mr. Pontbriand opened the discussion by advising the Board to letter/s received re condition of 64 Westford Rd. property to which this issue comes up periodically. Mr. Pontbriand advising Board to Town Officials invited to attend re update/status report/s. Ms. Haas advising to no health violations, animal inspector finding no violation re live stock and no complaints to date. Mr. Vellante advising Board to main house in reasonable condition regarding its age, barn showing age not going to collapse/concrete-wood structure. Chief Murray advising to vehicles in compliance having Farm PLATE which is inter-changeable between vehicles. Vehicles all in running condition. Fire Chief Pedrazzi no issues. Mr. Mango originator of letter stating lack of consistency of Board feeling friendship blocking action. i.e. 37 Willard St. The Board correcting stating Willard Street property fire having asbestos-health concerns as well as many other serious problems and declared a Nuisance under Town's By-law after conducting a Public Hearing. Ms. Conley stating there are no violations with Westford Rd. property the Board can't help the way the property looks. Ms. Livingston questioned how to solve the problem. Mr. Hillman suggesting to clean up front of house stating Mr. McNiff started to clean up property then stopped. Questions came up re if Mr. McNiff mined out property and then filling with junk questioning if there were environmental concerns. Mr. McNiff advising to gravel taken for foundation for O'Ryan Building. Mr. Paddenton questioning definition of farm property to which Mr. McNiff clarified re Chapter 61A-Farm. Ruth Maxant requesting to leave property owner alone, no violations and no legal argument. Ms. Livingston requesting if Mr. McNiff needed help with clean up. Mr. McNiff advising to sorting out materials problem, hay building to be taken down and he will take down himself. Ms Haas taking exception to picking & choosing properties re enforcement advising to Boards working very well on this sensitive issue and referring DEP as appropriate resource re evidence of contamination buried on property, if any. Mr. Hillman stating primary problem is lack of communication no one is trying to drive people off farm issue is about clean-up, property is unsightly Board got off track, want to see some progress. Clean up front of property move clutter/debris into barn improve area, it is a reasonable request. The Board to revisit issue in May (90 days).

**Alicia Hersey--CDBG Loan Forgiveness Request**-Present for discussion-Robert E. Vear property owner 19 Oakridge Drive, Ayer, MA. and Loan advisor for American Title Service, re short sale of 19 Oakridge Drive property. Ms. Hersey advised to owner a 35 year resident of Town having to give up property. Mr. Vear stated he is unable to maintain his property as he is presently living in another state and is requesting loan forgiveness on \$15,991.52 balance of original lien of \$25,250.00 to allow for a short sale of his property. Mr. Hillman stated his concern re setting a president re loan forgiveness. Ms. Conley moved the Board vote to approve a discharge of mortgage-Loan Forgiveness for Robert Vear -19 Oakridge Drive, Ayer, MA in the amount not to exceed \$15,991.52 funded through the Town's CDBG Grant Program, 2nd by Ms. Livingston, VOTE: Ms. Conley aye, Ms. Livingston aye, Chairman Luca aye, Mr. Hillman no, 3-1 Motion passes.

**Police Chief William Murray-Full-Time Dispatcher Appointment**-Chief Murray introduced Casey Scott to the Board. Chief Murray advising to Mr. Scott employed by the Town since August 2010 as a Part-Time Dispatcher and recommended him to be promoted to the vacant Full-Time Dispatcher's position at Step 2. Mr. Hillman moved the Board vote to approve Chief Murrays request and promote Casey Scott to the full-time dispatcher's position at Step II and waive probationary period, 2nd by Ms. Conley, Ms. Conley praised the selection of Mr. Scott having heard and known good things about him and his work VOTE: unanimous, so moved.

**Town-wide Life Insurance**-The Board met with Melisa Doig, Asst. Treasurer. Mr. Pontbriand updated the Board to their vote on 1-27-14 authorizing the increase of the Town's life insurance from \$2K to \$5K. Ms. Doig advised the Board to the Life Insurance benefit not being updated since the late 50's and the voluntary program in the early 2000's. Ms. Doig reviewed with the Board a sample policy, the group insurance proposal, the enhanced voluntary life plan and the break out re the cost between the town and the employee. Ms. Conley advising to proposal presented two years old. Ms. Doig handed out more recent proposal for the Board's review. The Board requested proposal is run by the Fin-Com for their review and approval re increasing the life insurance from \$2K to \$5K. Ms Conley requested analyses be done of the two policies re changes in policy increasing to \$5K and report back for the Board's 2-18-14 Meeting.

**Town Administrator's Report-**

1. Mr. Pontbriand announced the Executive Session Action taken on 1-28-14 per OML.

- The Board approved a Reserve Fund Transfer in the Amount of \$2,568.26 subject to Fin-Com approval for Officer Matt Power-111-F Medical Bills.

The Board approved Personnel Board recommendation to transfer the supervisory authority of the Asst. Treasurer to be placed under the Town Administrator for an indefinite period of time a 3-1 vote, Ms. Livingston absent. Ms. Conley voting against. Ms. Conley requesting the Board review the job responsibilities at their next meeting.

2. 2014 Annual Town Meeting Warrant-The Board opened the May 12, 2014 Annual Town Meeting Warrant and closed the warrant for articles on April 11, 2014 at 5:00p.m.

3. Business Certificates-Present for the discussion David Maher-EOCD Director and John Canney, Town Clerk/Tax Collector

- Final list established
- mailing out of letters (fee/bill) by 3-1-14 by David Maher's Office
- fee base upon cost of service-MGL Chapter 20,S34 C202
- fee to be developed-continued to 2-18-14
- Estimated completion date 6-1-14

4. Shut Off Policy-Mr. Pontbriand updated the Board re unpaid water/sewer accounts and process taken before water is shut off (see memo dated 1-30-14) in Supt. Wetzels's absence due to prior commitment. Mr. Hillman questioned property owner who is continuously on delinquent list having HUD tenants and questioning if their water can be shut off. Discussion included requesting Rep. Harrington look into and notify both Supt. Wetzel and property owner in for the Board's next meeting.

5. GPS Transponders-Mr. Pontbriand updated the Board to a Working Group put together consisting of Police & Fire Chiefs, DPW Supt., IT Coordinator to put together a formal proposal for the Board on March 4, 2014 by a professional Public Sector GPS/Transponders Firm. Mr. Pontbriand reviewing any/all contractual legal issues. Mr. Pontbriand advising to the Town's Sludge Hauling Truck will have GPS/Transponder placed on it for safety tracking reasons, in the event of an accident the vehicles exact location must be known for first responders this to be placed in the Working Group's proposal due to the significant distances this large sludge vehicle travels on interstate highways in MA and R.I.

6. Curbside Pick-Up Working Group-Ms. Livingston updated the Board to the Working Group's 1st meeting held on \_\_\_\_\_ looking at options, best way to present to Town i.e. Public forums, no decisions made clearly up to voters, does not need bid process-trash/energy not under procurement. Mr. Pattenden requested placing this issue on ballot and advised to it not meeting criteria.

7. 76 central Ave. Property-Mr. Pontbriand advising to Central Register bumping out notification date two weeks and award ready for Board's 2-18-14 meeting.

**JBOS - Chairman Luca advising to non-binding referendum being prepared re DREZ for upcoming Spring Town Meeting. Ms. Conley requesting to see questions and advised by Chairman Luca to need to be able to go forward with vote before questions can be developed. Frank Maxant urging the JBOS to allow Devens residents the opportunity to vote.**

**10:10p.m. Ms. Livingston moved the Board adjourn, 2nd by Ms. Conley VOTE: unanimous, so moved.**

**10:10 meeting adjourned.**

**TOWN OF AYER SELECTMEN'S MEETING MINUTES**  
**Tuesday, February 18, 2014-7:00P.M.**  
**1st Floor Meeting Room, Town Hall, Main Street, Ayer, MA**

**Chairman Luca called the meeting to order at 7:00p.m.** Present: Chairman-Gary J. Luca, Members: Pauline Conley and Jannice Livingston. Mr. Hillman running a few minutes late.

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

**Mr. Pontbriand** requested the Board's permission to add a Reserve Fund Transfer (RFT) for the Fire Dept. in the amount of \$12,400.00 re purchase of new Turn- out Gear. Chairman Luca advising to his speaking with the Chief and this item being taken up first on the Agenda.

Mr. Pontbriand requested the Board take up the resignation of Selectman Fay. Chairman Luca advising to his taking this up under Announcements.

**Ms. Conley** requested to address Old Groton Road snow plowing to be taken up under Supt. Wetzel's report.

**Announcements-** Chairman Luca advised the Board's to the receipt of a letter of resignation from Selectman James Fay on 2-10-14 announcing his resignation effective immediately due to family medical situation requiring his full attention. Chairman Luca thanked Mr. Fay for his many years of service to the Town of Ayer and on the Board as well as many other committees i.e. Memorial Garden, Capital Plan Fire Station Re-Use, etc. and wished him well.

**Public Input-Ed Kelley**

Mr. Kelley read a prepared statement into the record re his dismay re snow not removed from in front of businesses along Main Street from the past three storms. Mr. Kelley stated his frustration re customers not being able to access stores due to huge piles of snow blocking their passage especially during one of the biggest consumer days of the year Valentine's Day. Mr. Kelley closed with noting the Ayer Town Hall was cleared and the businesses who pay twice the amount in taxes in Town were not. Ms. Conley concurred with Mr. Kelley stating she observed 3' of snow in Depot Sq. area forcing her to walk into street, south side of Main Street completely snow blocked and north side clear of snow, stating we expect property owners to clear snow we should too by setting example. Ms. Conley thanked Mr. Kelley for coming forward. Supt. Wetzel stated the DPW does clear Town Hall but at the end of storm. Supt. Wetzel advising to Police Chief not allowing snow removal operations during the day and he has been trying to schedule removal but unable to get Police detail and getting one storm right after another, and crews exhausted. Supt. Wetzel stating men working around the clock to keep roads open, still out working this evening-men are exhausted, not safe to work. Supt. Wetzel advising to looking to scheduling removal Saturday with required Police Detail. Ms. Livingston also feeling something must be done to clear snow on Main St., stating it should have been taken care of, cant' leave Main St. where no one can park or access stores. Supt. Wetzel advising to looking into other options, using loaders along Main St. and stockpiling near 63 Main St. with problem getting bigger each year with additional new streets being accepted by Town five this year six next year. Supt. Wetzel stated he is looking at contracting out stating there were six plow-able storms this month.

**Reserve Fund Transfer-Fire Department-**The Board met with Fire Chief-Robert Pedrazzi Chief Pedrazzi advised the Board to turn out gear ten (10) years old and no longer serviceable per National Fire Protection Standard #1851. Gear older than ten years can no longer be used for classes at the State Fire Academy. Chief Pedrazzi stating the purchase of this gear will get the department back on schedule to keep the gear within the ten year limit. Chief Pedrazzi produced a spread sheet depicting age of each members gear with a replacement schedule. Chief Pedrazzi advising to meeting with the Fin-Com on 2-12-14 and receiving their approval of the Reserve Fund Transfer for the turn out gear. Mr. Hillman moved to approve the RFT in the amount not to exceed \$12,400.00, 2nd Ms. Conley, VOTE: unanimous, so moved.

**Nashoba Valley Technical School District Fy-15 Budget**-The Board met with Supt. Judith Klimkiewicz, Jeannie Savoie, Business Manager, and Ted Januskiewicz, Town of Ayer's Representative to District. Dr. Klimkiewicz ran through the Regions Fy-15 Budget, School program/s offered and proposed assessment for 2014-2015 school year-Ayer \$586,955.00 (49 students) voted on 2-4-14 by NVTSD School Committee. Dr. Klimkiewicz also reviewed proposed warrant article being approved by the MSBA re Nashoba's Accelerated Roof Repair Project to each of the member's Towns advising to the increase projected at approximately \$400-425K. The Board thanked Dr. Klimkiewicz for coming in to meet with the Board. Supt. Klimkiewicz closed with reminder to Board to submit podium design requested by Board from Carpentry/Woodworking Program and advising to Council on Aging catering services also available from Culinary Arts Program for Ayer seniors. (see NVTSD FY-15 Budget-Programs presentation attached).

**Ayer Shirley Regional School District**-The Board met with Supt. Carl Mock, Pat Kelly, Chairman-Ayer Shirley School Committee and Evan Katz, Business Manager re the preliminary Fy-15 ASRSD Fy-15 Budget. Supt. Mock opened with dilemma re Town of Shirley struggling to pay its share of the regional school budget projected at \$6,290,823.00 and how it will play out re funding, adding Ayer is in a favorable position having the ability to support its assessment for Fy-15 projected at \$10,615,234.00. Supt. Mock advised to \$1.2 million that was not factored into the draft budget and for district to continue as is, the district will need an additional \$700-800K from the two towns. Supt. Mock stated the problem being the assessment formula is wrong which is based upon the number of students instead of the Town/s ability to pay. Mr. Kelly stated the District has been trading water instead of improving the program and need to begin thinking long term. (see ASRSD FY-15 proposed Budget attached). The Board thanked Supt Mock, Mr. Kelly and Mr. Januskiewicz for coming in to meet with the Board.

**Supt. Mark Wetzel-Dept. of Public Works-**

**Deficit Spending-Snow Removal**-Supt. Wentzel updated the Board to Fy-14 Snow Removal Budget having a balance of \$596.00 of \$195,987.00 appropriated which does not include all of the snow and ice removal related to last week's storm, and need for additional salt to be able to continue with upcoming storms. Supt. Wetzel reported the Department had 13 plowing and 22 salting events this season. Supt. Wetzel requested the Board's permission to Deficit Spend this account. Ms. Conley moved the Board approve Deficit Spending for the Snow Removal Fy-14 Budget, 2nd by Mr. Hillman VOTE: unanimous, so moved.

**Old Groton Road**-Ms. Conley reported that as of 4:30p.m. today road was plowed twice, thank you extended to DPW. Mr. Wetzel advising to residents clearing cars from road helped greatly, and private pick-up truck plowed earlier, only one end of road not plowed and DPW went right up and cleared. Supt. Wetzel advising to policy to be developed re plowing of all private roads for Town Meeting. Supt. Wetzel stating DPW very responsive to citizens.

**Alicia Hersey, EOCD Financial Manager**-Collaborating and Supporting new grant submission for Advocates-the Board met with Ms. Hersey and Hilary Curtis, Program Director Advocates, Inc. Ms. Hersey advised to the Town being approached to again act as host for a \$300K grant to administer a Drug Court Enhancement Grant through the Bureau of Justice Assistance and would complement the current SAMSHA Grant the Town & Advocates is currently running. Ms. Curtis advising to services to be provided would be substance abuse treatment, recovery and sustainability. Ms. Hersey advising to only needing approval to administer grant at this time she will be back later with documentation. Ms. Livingston moved the Board vote to approve the Drug Court's new \$400K Grant submission for Drug Enhancement, 2nd by Mr. Hillman VOTE: unanimous, so moved.

**Town-wide Life Insurance Update**-Mr. Pontbriand updated the Board to Fin-Com approving increase of Town-wide Life Insurance from \$2K to \$5K. Mr. Pontbriand advising to contract being readied for the Board's 3-4-14 meeting with increase going into effect on 6-1-14. Ms. Conley advised the Board to her

review reflecting upgrade in premium and last bullet on new policy reflecting a significant impact to retirees premium rate/being age factored. Mr. Pontbriand advising the Board to their not voting split rate/percentage share of new policy i.e. employees and retirees. After a short discussion the Board requested Mr. Pontbriand place both of these items: the new contract and percentage share to be borne by the employee/retiree before the Board for their March 4, 2014 meeting.

**Town Administrator's Report**-The Board officially welcomed back Mr. Pontbriand from his vacation.

**1. Business Certificates**- Mr. Pontbriand updated the Board to survey being conducted re fees charged for business certificates by neighboring towns averaging from \$20.00 to \$40.00 for four (4) years. The Town of Ayer currently charges \$15.00 for four (4) years. Ms. Livingston moved the Board vote to approve Town charge \$30.00 for Business Certificates for four (4) years, 2nd by Mr. Hillman VOTE: Ms. Livingston aye, Ms. Conley aye, Mr. Hillman aye, Chairman Luca no 3-1- motion passes.

**2. RFP-76 Central Ave., Ayer, MA-Affordable Housing Unit and transfer of property**-Mr. Pontbriand advising to only one inquiry and request for RFP from North Central MA Habitat for Humanity. RFP closing date is 2-21-14 this award to be placed before Board on 3-4-14.

**3. RFP-Fire Station Re-use**- Mr. Pontbriand advising to two proposals taken out -closes 3-7-14.

**4. Assistant Treasurer's Management Plan**-taken off the Agenda due to Board reviewing in Executive Session on 2-3-14.

**5. Public Input**- Mr. Pontbriand advised to the Public Input updated and placed on Web.

**6. Clerk Appointment for Board of Selectmen**-Mr. Pontbriand advising with the resignation of Jim Fay from the Board the Clerk's position needs to be filled. Ms. Livingston volunteered to take the Clerk's position. Mr. Pontbriand also advising to calling a Special Election re filling Mr. Fay's seat not required until next election in April 2014. Regulation requires calling a Special Election if vacancy exists for six months or more.

**7. Irrevocable Fund Trust**- requesting clarification from Treasurer.

**8. Mr. Pontbriand advising to Bi-Board next meeting on 3-4-14 re Fy-15 budget.**

#### **Chairman Luca re MMA Meeting Report**

Chairman Luca advising to his voting yes to three policy resolutions on three key issues:

- Local Aid
- zoning and land use reform
- post employment benefits

Town Counsel solicitations- Chairman Luca advising to his speaking with Kopelman & Paige re Town Counsel services re providing a list of services and cost to be broken-out. Urging them to provide two annual legal updates as previously provided. Rates competitive. Mr. Pontbriand advising to Town Counsel budget over this year by 6% and meeting with Fin-Com re dedicated line for Fy-15 budget. 10:00p.m. Ms. Livingston moved the Board extend the meeting by five minutes, 2nd by Ms. Conley, VOTE: unanimous, so moved.

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

Mr. Hillman-Truck Traffic-Sandy Pond Rd.

Mr. Hillman requested the Board have the DPW and Police Chief present for the 3-4-14 meeting.

Discussion included exploring truck exclusion before beach opens, noting DPW signs up helping and corner Westford Rd. easier for trucks and cars. Mr. Pontbriand advising to Rep. Benson holding office hours on Monday the 25th and good time to speak with her re Chapter 90 funding.

Selectman Hillman took this opportunity to congratulate Town on two events:

**Special Needs Basketball Tournament At the Page/Hilltop School** having 51 kids participating and thanking Park Dept. especially Jeff Thomas for coordinating such a successful event.

**Father/Daughter Dance** held at the Town Hall on Friday, Feb. 7, 2014 wonderful use of the Town Hall everyone had a great time hearing nothing but praises/accolades.

10:10p.m. Ms. Livingston moved to adjourn the meeting 2nd by Mr. Hillman VOTE: unanimous.