

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

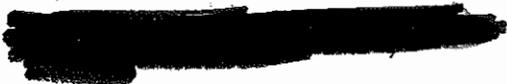


Tuesday December 15, 2015
Open Session Meeting Agenda

- 7:00 PM Call to Order
Review and Approve Agenda; Announcements
- Recognition of Eagle Scout
- Public Input
- 7:05 PM Chief Robert Pedrazzi, Ayer Fire Department
1. Introduction of recently hired Firefighter/Paramedic
- 7:10 PM Depot Square/MBTA Update
- 8:00 PM Town Administrator's Report
1. Administrative Update
2. Execution of the 2016 Industrial Pretreatment Program Administration
3. Appointments
4. KENO Application, Ayer Shop 'n Save
- 8:10 PM New Business/Selectmen's Questions
- 8:15 PM Approval of the Minutes
December 1, 2015
- Adjournment

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TOWN CLERK
TOWN OF AYER
2015 DEC 11 AM 11:06
Maura Spalding

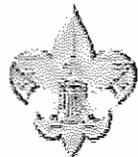
*Note: *Agenda Times are for planning purposes only and do not necessarily constitute exact times*



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NOV 02 2015

TOWN OF AYER
SELECTMEN'S OFFICE



BOY SCOUTS OF AMERICA
TROOP 3 - AYER
1 West Main St.
Ayer, MA 01432

12/1/15
BOS

Nov. 2, 2015

Board of Selectmen
Town of Ayer
P.O. Box 308
Ayer, MA 01432

RE: Eagle Scout - Court of Honor

Dear Sir or Madam:

On December 5, 2015 Andy Poutry of Boy Scout Troop #3 Ayer will be honored on his advancement to the rank of Eagle Scout. Andys project was the cleaning up, repairing and painting of the statues out front of St. Marys church.

As you know, fewer than 2 percent of all boys in the scouting program achieve this rank. We are very proud of Andys accomplishment.

Knowing of your concern for the youth of our town, it would be greatly appreciated if you could acknowledge his accomplishment with a personal message and recognize his achievement officially.

Thank you very much for your consideration to this matter.

Yours Sincerely,

Karen Januskiewicz, Troop Committee Chair

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



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

MEMORANDUM

DATE: December 11, 2015

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

R.A.P.

SUBJECT: Town Administrator's Report and Administrative Update for the December 15, 2015 Board of Selectmen Meeting

Dear Honorable Selectmen,

I offer the following Town Administrator's Report and Administrative Update for the December 15, 2015 Board of Selectmen Meeting. If you have any questions, please do not hesitate to contact me directly. Thank you.

Administrative Update:

- I will offer a brief oral Administrative Update to the Board regarding various updates, activities, and projects of the Administration for the period of December 1, 2015 thru December 15, 2015.

Execution of the 2016 Industrial Pretreatment Program Administration:

- On behalf of the DPW Superintendent, I am respectfully recommending that the Board approve the execution of the 2016 Industrial Pretreatment Program Administration (See Attached Memo).

Appointments:

- I am respectfully recommending that the Board appoint Ms. Susan E. Copeland, Town Clerk and Tax Collector to the Town's Comprehensive Plan Committee as a citizen representative on the Committee.

KENO Application, Ayer Shop 'n Save:

- I am respectfully recommending that the Board vote to approve the KENO Application of the Ayer Shop 'n Save (See Attached).

DEPARTMENT OF PUBLIC WORKS

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



25 BROOK STREET
AYER, MASSACHUSETTS 01432
T: (978) 772-8240
F: (978) 772-8244
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**TOWN OF AYER
SELECTMEN'S OFFICE**

MEMORANDUM

Date: December 9, 2015
To: Board of Selectmen
From: Mark Wetzel, P.E., Public Works Superintendent
Subject: **December 15 Meeting Agenda Items**

1. Hoyle Tanner & Associates- Contract for IPP - HTA has been managing the Town's wastewater Industrial Pretreatment Program (IPP) since the beginning of the program in 1996. HTA is very knowledgeable of the system, requirements and regulatory reporting and do a very good job in managing the program. The Professional Services agreement executed by the Board dated January 21, 2014 has an option for two one year extensions. I recommend that the Board authorize Option Year 3 for January 1, 2016 through December 31, 2016 at a fee of \$42,500. This cost is billed to the industrial users in the program. Attached is the Authorization for signature by the Board.

**AUTHORIZATION FOR OPTION YEAR 3
THE TOWN OF AYER, MASSACHUSETTS AND
HOYLE , TANNER & ASSOCIATES
INDUSTRIAL PRETREATMENT PROGRAM ENGINEERING SERVICES**

The AGREEMENT, made and dated January 21, 2014 by and between the TOWN OF AYER, MASSACHUSETTS (hereinafter referred to as the "TOWN") and HOYLE, TANNER & ASSOCIATES INC. (hereinafter referred to as "the CONSULTANT") is hereby amended as follows:

The CONSULTANT is authorized to proceed with Option Year 3 for a fee of \$42,500.00 as stated in Article II of the AGREEMENT.

TOWN OF AYER, MA
BOARD OF SELECTMEN

BY: _____
Jannice Livingston, Chair

BY: _____
Gary Luca, Vice Chair

BY: _____
Christopher Hillman, Clerk

Date: _____

COPY

COPY

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This is an AGREEMENT between the Town of Ayer (OWNER) and Hoyle, Tanner & Associates, Inc. (Hoyle, Tanner) (CONSULTANT). The effective date of this agreement is Jan 21, 2014.

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

ARTICLE I. - PROJECT BACKGROUND

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

ARTICLE II. - SCOPE OF SERVICES

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

TASK 1 - GENERAL ADMINISTRATION OF THE INDUSTRIAL PRETREATMENT PROGRAM

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

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

TASK 2 - REVIEW OF WASTEWATER TREATMENT FACILITY DATA

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

TASK 3 - REVIEW OF INDUSTRIAL USER SELF-MONITORING REPORTS

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

TASK 4 - CONDUCT INSPECTIONS

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

TASK 5 - PREPARATION OF ANNUAL REPORT

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

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

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

TASK 7 - COORDINATE SAMPLING AND ANALYSIS

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

TASK 8 - PROCESS SAMPLING & ANALYSIS INVOICES

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

TASK 9 - COORDINATION WITH REGULATORY AGENCIES

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

TASK 10 - MEETINGS

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

TASK 11 - PUBLIC RELATIONS PROGRAM

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

ARTICLE II. -- COMPENSATION

A. General

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

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

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

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

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

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

ARTICLE III. - TIME AND METHOD OF PAYMENT

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

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

ARTICLE IV. - PERIOD OF SERVICE

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

ARTICLE V. - ADDITIONAL WORK

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

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

ARTICLE VI. - OWNER'S RESPONSIBILITY

A. Project Requirements

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

B. Existing Information

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

C. Access for Field Work

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

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

D. Review Documents

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

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

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

ARTICLE VII. - DISPOSITION OF PROJECT DOCUMENTS

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

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

project.

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

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

ARTICLE VIII. - SUCCESSORS AND ASSIGNS

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

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

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

ARTICLE IX. - TERMINATION

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

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

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

OWNER:

[Handwritten signature]
(signature)

CHAIRMAN BOB
(title)

1/21/14
(date)

[Handwritten signature]
(signature)

[Handwritten signature]
(signature)

[Handwritten signature]
(signature)

[Handwritten signature]
(signature)

CONSULTANT:

HOYLE, TANNER & ASSOCIATES, INC.

[Handwritten signature]
Michael A. Trainque, P.E.
Vice President

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

over

7. CONSTRUCTION SERVICES (Continued)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COPY

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Massachusetts State Lottery Commission

60 Columbian Street
Braintree, Massachusetts 02184-1738

Licensing Fax: (781) 849-5656

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DEC 07 2015

TOWN OF AYER
SELECTMEN'S OFFICE

DEBORAH B. GOLDBERG
Treasurer and Receiver General

MICHAEL R. SWEENEY
Executive Director

December 4, 2015

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

Dear Sir/Madam:

The Massachusetts State Lottery is offering existing, non-pouring agents our KENO To Go game, a transaction which is identical to the already existing on-line games, such as Megabucks and Mass Cash. At this time, the Lottery is not providing agents with a KENO monitor as part of this program.

In accordance with M.G.L. c 10, section 27A, as amended, you are hereby notified that the following existing agent(s) in your community will be sent an application and agreement to sell the KENO To Go product:

Ayer Shop and Save
22 Fitchburg Road
Ayer, MA 01432

If you object to these agent(s) selling KENO To Go, you must do so, in writing, within twenty-one (21) days of receipt of this letter. Please address your written objection to Arthur Buckley, Licensing Department, Massachusetts State Lottery Commission, 60 Columbian Street, Braintree, MA 02184. Should you have any questions regarding this program or any other issue relative to the Lottery, please call me at 781-849-5555. I look forward to working with you as the Lottery continues its' efforts to support the 351 cities and towns of the Commonwealth.

Sincerely,

Michael R. Sweeney

Michael R. Sweeney
Executive Director

Certified Mail – Return Receipt Requested:
7014 1820 0002 1477 8769

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



Tuesday December 1, 2015
Meeting Minutes

Broadcast and Recorded by APAC

Present: Jannice L. Livingston, Chair; Gary J. Luca, Vice-Chair; Christopher R. Hillman, Clerk
Robert A. Pontbriand, Town Administrator
Carly M. Antonellis, Assistant to the Town Administrator

Call to Order: J. Livingston called the meeting to order at 7:02 PM.

Announcements: J. Livingston made the following announcements:

- The Senior Citizen Property Tax Work-off Abatement Program will be available in 2016. The program provides Senior Citizens the opportunity to provide up to 125 hours of service to the Town in exchange for up to a \$1,000 reduction in personal property taxes in FY 2017.
- A Winter Parking Ban is in effect as of Friday November 15, 2015 through April 15, 2016.
- The Downtown Ayer Christmas Celebration will take place on Saturday December 12, 2015 from 12:00 PM – 3:00 PM.
- The Annual Tuba Christmas Concert will be held on Sunday December 13, 2015 at 2:00 PM. Both events are free and open to the public.

Review and Approve Agenda:

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the agenda as printed.

Motion passed 3-0.

Public Input: None

Public Hearing – Application for License – Storage of Flammable and Combustible Liquids (MGL c. 148, §13) - Groton Ayer Realty Trust, 95 Fitchburg Road: C. Hillman opened the Public Hearing at 7:05 PM by reading the public hearing notice as advertised in the Lowell Sun on Monday November 23, 2015. Groton Ayer Realty Trust is seeking a new license pursuant to MGL c.148 §13 (storage of flammable and/or combustible liquids) for the storage of up to 10,000 gallons LP gas.

Mr. Henry Woodle, owner of the property, explained that he had a request from one of his business tenants to increase the capacity.

No abutters spoke against or in favor of the application.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the application for the storage of flammable and combustible liquids, pursuant to MGL c.148 §13 for the storage of up to 10,000 gallons LP gas with signature by the Chair. **Motion Passed 3-0.**

Motion: A motion was made by G. Luca and seconded by C. Hillman to close the public hearing at 7:09 PM. **Motion Passed 3-0.**

Mrs. Susan Copeland, Town Clerk and Tax Collector: S. Copeland stated that she wanted to provide an update from the Offices of Town Clerk and Tax Collector.

Fee Increase Schedule – Effective January 4, 2016, pursuant to Article 37 of the 2015 Annual Town Meeting, fees for the following will increase: Municipal Lien Certificates, Vital Records, Marriage Intentions and Vital record amendments. These increases are intended to offset the increased costs for production.

Clerk Update – S. Copeland stated that the dog tags for 2016 will be available in December, which will give residents more time to register their dogs.

Collector Update – S. Copeland updated the BOS on collection volume for the following accounts: tax title, water and sewer liens, personal property, excise and real estate.

Superintendent Mark Wetzel, Ayer Department of Public Works: M. Wetzel introduced Mr. Bruce Burns as the recommended candidate for the DPW Highway Division Equipment Operator. M. Wetzel stated that Mr. Burns has worked for the town for several years and is the ideal candidate for the position.

Motion: A motion was made by G. Luca and seconded by C. Hillman to appoint Mr. Bruce Burns as Highway Division Equipment Operator for the Department of Public Works. **Motion passed 3-0.**

Ms. Cindy Knox, IT Director: C. Knox presented a draft policy for consideration relating to portable storage devices. C. Knox explained this policy was drafted in an effort to reduce the Town's risk of data breaches.

Motion: A motion was made by C. Hillman and seconded by G. Luca to approve the Informationan Technology Policy for Portable Storage Devices. **Motion passed 3-0.**

Town Administrator's Report: R. Pontbriand offered a brief administrative update regarding the FY '17 budget; the Personnel Board's intention to review the Personnel Bylaw and Procedures; the Comprehensive Plan Committee and an update of the intersection of Rt. 2A and Willow Road in the Town of Littleton.

C. Hillman added that the Town of Ayer has met with Littleton twice and are planning another meeting in December. The tentative plan is to have a public hearing in both communities on the project in early 2016 to hear input about needed upgrades to the intersection.

2016 License Renewals – C. Antonellis presented the 2016 License Renewals and suggested voting to approve all renewals contingent upon the applicants paying all renewal fees and meeting all requirements pursuant to Town of Ayer Bylaw XLII and relevant Massachusetts General Law(s).

The list of 2016 License Renewals are as follows:

Business Name	Business Address	License Type
Toreku Tractor & Equipment, Inc.	4 Littleton Road	Class 1 Automobile
Gervais Inc.	5 Littleton Road	
Trailer Home Sales	1 Fitchburg Road	
L-3 Communications	90 Nemco Way	
Central Collision Center	121 Cental Avenue	Class 2 Automobile
Nukar Auto Sales	7-11 Park Street	
Don's Auto Sales	9 Bishop Road	
J.C. Madigan, Inc.	8 Shaker Road	
Terranova Auto Body	40 Littleton Road	
Sean's Auto & Truck Center, Inc.	42 Littleton Road	
Rt 2A Auto Sales, Inc.	77 Fitchburg Road	
Power of Honesty, Inc.	179 West Main Street	
Harry Schwartz & Sons, Inc.	20 Sandy Pond Road	
Subway	1 Mill Street	Class 3 Junk Collector Common Victualler
Ayer Convenience	60 Park Street	
Deven's Pizza & Deli	210 West Main Street	
McDonald's Restaurant	2 Sandy Pond Road	
Wendy's Restaurant	2 Barnum Road	
Woo Jung Restaurant	174 West Main Street	
Verona Pizza & Seafood	18 Park Street	
Dunkin Donuts	18 Park Street	
Dan's Place	200 West Main Street	
Ayer Gulf	26 Park Street	
The Cottage Restaurant	18 Main Street	
Wok & Roll	49 Park Street	
Lazy Mary's	30 Littleton Road	
Taco Bell	4 Sandy Pond Road	
Union Coffec	25 Main Street #1	
Tipo Taco's	35 Main Street	
The Vincyard	63 Park Street	s15 Beer and Wine Package
Ayer Shop 'n Save	22 Fitchburg Road	
Ayer Package Store, Inc.	48 Main Street	s15 All Alcohol Package
Traffic Circle Liquors, Inc.	2 Littleton Road	
Barnum Road Liquors, Inc.	1 Barnum Road	
Archer's Mobil	70 Main Street	s15 Beer and Wine Package; Common Victualler
Chung Ge Market	210D West Main Street	
Pauline's Variety	67 1/2 East Main Street	
Ayer Gun & Sportsmen's Club	225 Snakehill Road	s15 Beer and Wine Package Club; Common Victualler
Carlin's	7 Depot Square	s12 All Alcohol Restaurant; Common Victualler; Amusement; Sunday Entertain;
Billiard's Café	39 Main Street	
Mango Grill	38 Littleton Road	s12 All Alcohol Restaurant; Common Victualler
Lucia's Tavola Ristorante	31 Main Street	
Markoh's on Main	43 Main Street	

Shaker Hills Country Club	146 Shaker Road	
New England Flatbread & Ale Company, Inc.	9 Main Street	
Tiny's Restaurant	2 Groton School Road	s12 All Alcohol Restaurant; Common Victualler; Amusement
Nashoba Club	14 Central Avenue	
Parthenon Pizza	60 West Main Street	Common Victualler; Amusement

Motion: A motion was made by G. Luca to approve all renewals contingent upon the applicants paying all renewal fees and meeting all requirements pursuant to Town of Ayer Bylaw XLII and relevant Massachusetts General Law(s) and to only release the licenses of those who have met those requirements. **Motion passed 3-0.**

Restructuring of the I.T. Committee – R. Pontbriand explained the need for the restructuring of the I.T. Committee. He stated that the I.T. Committee, over the past three years, has been plagued with quorum issues and the Committee’s charge has become more complex with the threat of data breaches/security issues. R. Pontbriand is recommending that the make-up of the Committee change to the following: I.T. Director, Town Administrator, Town Accountant/Finance Manager, Police Department Representative, Fire Department Representative.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the restructuring of the I.T. Committee, as recommended by the Town Administrator. **Motion passed 3-0.**

New Business/Selectmen’s Questions: The BOS discussed the ongoing property dispute at Depot Square and lack of progress being made with respect to the transfer of land. Members requested that all parties be invited to the next meeting of the BOS.

Nuisance Bylaw Discussion (Selectman Hillman) C. Hillman wanted to get status of the nuisance bylaw that passed at the Special Fall Town Meeting. R. Pontbriand advised that the Attorney General’s office is in the process of reviewing the bylaw and has ninety days to do so. R. Pontbriand stated that he will convene a meeting of enforcement departments upon hearing from the Attorney General’s office and report back to the Board.

Approval of the Minutes:

Motion: A motion was made by C. Hillman and seconded by G. Luca to approve the meeting minutes from November 17, 2015. **Motion passed 3-0.**

Adjournment:

Motion: A motion was made by G. Luca and seconded by G. Luca to adjourn at 8:33 PM. **Motion passed 3-0.**

Minutes Recorded and Submitted by Carly M. Antonellis

Minutes Approved by BOS: _____

Christopher R. Hillman, Clerk: _____