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TOWN CLERK
TOWN OF AYER

2014 OCT -9 PM 3:41

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



Tuesday, October 14, 2014
Open Session Meeting Agenda

- 7:00pm Call to Order
Review and Approve Agenda; Announcements (3rd Annual Rotary Tree Lighting 12/7/14)
(General Election Day 11/4/14) (Winter Parking Ban 11/15/14 - 4/15/15)
- 7:05pm* Public Input
- 7:10pm Appointments
1. Zoning Board of Appeals
- 7:15pm Ms. Alicia Hersey, Office of Community Development
1. Drug Court Grant
2. Housing Update
- 7:30pm Lt. Jeremy Januskiewicz, AFD and Det. Kellie Barhight, APD
1. IAFF and APPOA Grievance Re: Great West Deferred Comp
- 7:45pm Ms. Susan E. Copeland, Town Clerk and Tax Collector
1. Updates from Town Clerk and Tax Collector's Offices
- 8:00pm Mr. Mark Wetzel, DPW Superintendent
1. Recognition of Douglas Jaspersen – Roads Scholar
2. Recommendation for Appointment of Town Engineer
- 8:15pm Town Administrator's Report
1. November 2014 BOS Meeting Schedule
2. Request for Authorization to Approve Contracts up to \$35,000
3. GPS Transponders – Pilot Program Proposal
- 8:30pm New Business/Selectmen's Questions
1. JBOS Update (Selectman Luca)
2. JBOS Working Group Zoning Presentation
- 8:50pm Approval of Meeting Minutes
September 16, 2014
- 8:55pm Adjournment

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

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

TOWN OF AYER WINTER PARKING BAN

**A Winter Parking Ban will be in effect as of
Saturday November 15, 2014 through Wednesday April 15, 2015.**

The Winter Parking Ban prohibits the parking of any motor vehicle on the street or sidewalk throughout the Town of Ayer overnight (12:01 A.M. to 6:00 A.M.) **AND** during snow storms.

The purpose of the parking ban is to assist the Town of Ayer's Department of Public Works with snow and ice removal operations.

The Ayer Police Department has been charged with the responsibility of enforcing the Winter Parking Ban.

The Ayer Board of Selectmen also reminds residents and businesses of their responsibility to keep walkways/sidewalks safe from the natural and unnatural accumulation of snow and ice. This helps prevent injuries from slips and falls on snow and ice and allows for the safe use of sidewalks.

Robert Pontbriand

From: Sam Goodwin <[REDACTED]>
Sent: Tuesday, September 16, 2014 7:19 AM
To: rpontbriand@ayer.ma.us
Subject: ZBA

Robert,
I am dropping this note to show interest in being appointed as an alternate ZBA member.
Please forward to those that need to see this.
I have almost seven years on the Planning Board in NH and am well versed in the workings of both groups.
Thank You,
Sam Goodwin
[REDACTED]
Ayer, MA

Town of Ayer

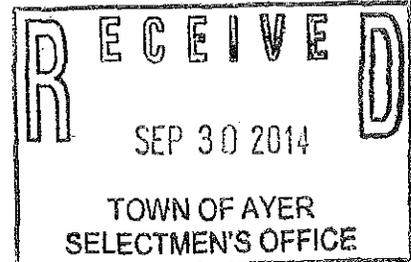
Office of Community & Economic Development

Town Hall ♦ One Main Street ♦ Ayer, MA 01432 ♦ 978-772-8221 ♦ 978-772-8208 (fax)



MEMORANDUM

TO: Board of Selectmen
FROM: Alicia Hersey, Community Development
DATE: October 7, 2014
RE: Drug Court Grant Contracts



The Town has again been awarded funds from the Department of Health and Human Services in support of the SAMHSA Trauma Grant program. This is the third year of a 3 year Grant. The Town has also been awarded a second SAMHSA Grant, a 4 year Behavioral Health Grant to be used also within the Drug Court Program.

At this time we are requesting that the Board of Selectmen sign both contracts with Advocates to continue the work that they have been doing with the Drug Court.

The Trauma Grant contract is for a sum of \$318,486 and runs from September 30, 2014 until September 29, 2015. The Behavioral Health Grant is for \$341,315 and runs the same time period.

Request the Board of Selectmen sign the contracts in the amount of \$318,460 & \$341,315 with Advocates to continue the work of the Drug Court grants.

AGREEMENT

This agreement between the Town of Ayer (the “Town”), a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at One Main Street, Ayer, Massachusetts, and Advocates, Inc., (“the Advocates”), having its usual place of business at One Clarks Hill, Suite 305, Framingham, MA 01702 has been entered into the 30th day of September, 2014 (the “Effective Date”).

Whereas the Town has been awarded a grant from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration as set forth in the Award Letter dated June 6, 2014, incorporated herein as Attachment A, the parties to this agreement agree to the following:

1. **Work Statement.** The Town agrees to engage Advocates to perform and provide to the satisfaction of the Town all duties and services set forth below and contained within the application for Federal Assistance submitted to the Department of Health and Human Services (Grant No. 5H79TI024162-03) incorporated herein as Attachment B, together with all duties and responsibilities of the Project Director, Clinical Director and Peer Supports as set forth in said position descriptions incorporated herein as Attachment C, in respect of the operation of the Ayer Concord Drug Court Program (ACDCP).

Advocates will assist the Court in delivery of clinical services for ACDCP as described below and in all Attachments hereto. The goal of this Program is to integrate trauma screening and trauma informed care (as appropriate) for all ACDCP participants based on NREPP identified promising practice and evidence based practices of gendered responsive care. ACDCP targets High Risk and High Need referrals (criminogenic risk/addiction treatment needs). Implementing an evidence-based trauma screening will further enhance service referral, treatment planning and delivery. Information learned during the screening and assessment process will be linked to each client’s treatment plan.

Advocates will provide the following services for the Court and the participants of the Ayer Concord Drug Court Program:

- A. Redesign ACDCP’s organizational mission statement to reflect a commitment to trauma-informed care;
- B. Provide universal trauma screening for all clients using evidence-based tools;
- C. Provide staff training and education in evidence-based tools for trauma-informed care;
- D. Redesign ACDCP group therapy curriculum to include trauma-informed, gender-responsive treatment tracks;
- E. Empower clients using peer supports which contribute to the strength-based treatment environment;
- F. Redesign and expand ACDCP’s database (DCIS) to track the impact of these changes;
- G. Formalize input from the population to be served through the creation of a Community Advisory Council.

- H. The evaluation methods and requirements described in the Application shall be provided by subcontract with an outside evaluator to conduct a process and an outcome evaluation of the Ayer Concord Drug Court Program that meets federal guidelines using a management information system, in full compliance with all Application requirements.
- I. Delivery of all data required by the evaluator for the purpose of evaluating the operation of the Ayer Drug Court.
2. **Term of Contract:** The term of this contract shall begin on the Effective Date and continue through September 29, 2015, unless extended in writing by the U.S. Dept. of Justice and the parties hereto. This contract may be discontinued by either party with written notification of 30 days. The Town may also terminate this contract without cause and without penalty upon written notice to the Contractor as per Section 4, Contract Termination or Suspension, within the Commonwealth's Terms and Conditions Form, incorporated herein as Attachment D.
3. **Time and Place of Performance:** All services outlined within this Agreement and its attachments shall be delivered at Advocates office in Ayer, or as appropriate at the Ayer or Concord District Courthouses or other facilities in the community.
4. **Compensation:** Subject to the Grant award the Town shall pay the contractor, and the Contractor shall accept from the Town, in full payment for duties and services rendered by the Contractor, compensation as outlined in the budget found under Federal in the Budget Summary in Attachment A. The total dollar amount of this Agreement shall not exceed \$318,486 during the term of this agreement. The sole funding source for this Agreement is the grant awarded to the Town by the federal Department of Health and Human Services (Grant No. 5H79TI024162-03). In the event that grant is terminated or otherwise suspended, the Town shall provide written notice to the Contractor of said event and both parties shall be immediately released from their obligations under this Agreement. Any funds from said grant which are not obligated at the end of the grant period may revert to the federal Office of Justice Programs.
5. **Manner of Payment:** Payment under this agreement shall be made by the Town to the Contractor upon submission of detailed and itemized invoices, in a form acceptable to the Town, for the services rendered by the Contractor. Invoices shall be billed on a monthly basis and must be reviewed and approved by the Project Director prior to submission to the Town for payment. Approved invoices shall generally be paid by the Town within 30 days of receipt.
6. **Written Reports:** The Contractor agrees to all Special Conditions contained within the Grant Award and shall provide the Town with data, information or reports required therein. The Contractor shall submit written annual reports to the Town on the status of the services within ten days of the year end dates throughout the duration of this Agreement as defined on the Notice of Award.
7. **Confidentiality:** Client confidentiality shall be strictly maintained in compliance with applicable law and client records will only be released when accompanied by a valid release form or as otherwise permitted by law.
8. **Liability of the Town:** The Town's liability hereunder shall be to make all payments when they shall become due, and the Town shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Town or any elected or appointed

official or employee of the Town, or their successors in office, personally liable for any obligation under this Agreement.

9. Independent Contractor: The Contractor acknowledges and agrees that it is acting as an independent Contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the Town for any purpose.

10. Indemnification: The Contractor shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the Contractor's breach of this Agreement or the negligence or misconduct of the Contractor, or the Contractor's agents or employees.

11. Insurance: The Contractor shall obtain and maintain during the term of this Agreement the following insurance coverage(s) by companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

A. **General Liability** of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$2,000,000 Annual Aggregate Limit.

B. **Automobile Liability** of at least \$500,000 Bodily Injury and Property Damage per accident.

C. **Workers' Compensation Insurance** as required by law.

D. **Professional Liability** of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

E. **Umbrella Liability** of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

All policies shall identify the Town as an additional insured (except Workers' Compensation) and shall provide that the Town shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing the above coverage shall be provided to the Town upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

12. Assignment: The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the Town.

13. Successor and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.

14. Compliance with Laws: The Contractor shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

15. Notice: Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

16. Severability: If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

17. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Contractor submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

18. Entire Agreement: This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

19. Religious Activities: The Contractor certifies that funding received under this Agreement shall not be used to support any inherently religious activities such as worship, religious instruction, or proselytization. Any subcontracts or agents of the Contractor shall also certify to this paragraph.

Attachments

- A. Award Letter from US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, dated June 6, 2014;
- B. Application for Federal Assistance through Department of Health and Human Services (Grant No. 5H79TI024162-03);
- C. Position Descriptions: Program Director, Clinical Director, Clinicians, Peer Supports, Data Collector.
- D. Commonwealth Terms and Conditions Form

IN WITNESS WHEREOF, the parties hereto set their hands and seals on the day and year first above written.

TOWN OF AYER
Board of Selectmen

CONTRACTOR
Advocates, Inc.

Christopher R. Hillman, Chairman

Jannice L. Livingston, Vice Chairman

Gary J. Luca, Clerk

By: _____

Printed Name: _____

Title: _____

Certified As To Availability of Funds:

Lisa A. Gabree, Town Accountant

AGREEMENT

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1. **Work Statement.** The Town agrees to engage Advocates to perform and provide to the satisfaction of the Town all duties and services set forth below and contained within the application for Federal Assistance submitted to the Department of Health and Human Services (Grant No. 1H79SM061687-01) incorporated herein as Attachment B, together with all duties and responsibilities of the Project Director and Case Managers as set forth in said position descriptions incorporated herein as Attachment C, in respect of the operation of the Behavioral Health Treatment Court Collaborative (BHTCC).

Advocates will assist the Court in delivery and evaluation of the BHTCC as described below and in all Attachments hereto. The goal of this Program is to reduce recidivism among offenders in towns served by the Ayer and Worcester District Courts by integrating court supervision with thoroughgoing assessment, service planning, case management, and treatment and collateral services. The program is designed to help participants reduce their use of alcohol and other drugs; offer assessment to all eligible individuals who screen in for behavioral health and substance abuse recovery needs, provide case management and appropriate treatment services/ referrals to individuals screened in and as a result reduce criminal behavior, and make progress in educational/vocational training or job placement.

Under the direction of the First Justice of Ayer District Court, Advocates will provide the following services for the Court and the participants of the BHTCC :

- Expand and enhance current culturally competent, trauma informed and evidence based co-occurring disorder screening and treatment for the target population in the jurisdiction of the Ayer and Worcester District Courts,
- Development and implementation of the Client Risk and Need Dashboard to combine screening and assessment findings to inform case planning and case coordination.
- Provide case management and appropriate treatment services/ referrals to individuals screened in, to include assessment findings as collected in the Client Risk and Need Dashboard summary.
- Provide Peer Support Engagement for service.
- Complete a needs assessment for the Worcester District court and implement a behavioral health treatment court collaborative; Expansion of services to Worcester in the beginning of year two of the grant
- Evaluate client outcomes and the developmental process of expanding services to Worcester courts; Identify trends and create corrective action plan as need indicates

- Develop a sustainability model.
 - Assist the Court in development of a Community Resource Guidebook.
 - The evaluation methods and requirements described in the Application shall be provided by Advocates.
2. **Term of Contract:** The term of this contract shall begin on the Effective Date and continue through September 29, 2015, unless extended in writing by the U.S. Dept. of Justice and the parties hereto. This contract may be discontinued by either party with written notification of 30 days. The Town may also terminate this contract without cause and without penalty upon written notice to the Contractor as per Section 4, Contract Termination or Suspension, within the Commonwealth's Terms and Conditions Form, incorporated herein as Attachment D.
 3. **Time and Place of Performance:** All services outlined within this Agreement and its attachments shall be delivered at the Advocates office in Ayer, the Ayer District Courthouse in Ayer, and the Worcester District Court House.
 4. **Compensation:** Subject to the Grant award the Town shall pay the contractor, and the Contractor shall accept from the Town, in full payment for duties and services rendered by the Contractor, compensation as outlined in the budget found under Federal in the Budget Summary in Attachment A. The total dollar amount of this Agreement shall not exceed \$341,315 during the term of this agreement. The sole funding source for this Agreement is the grant awarded to the Town by the federal Department of Health and Human Services (Grant No. 1H79SM061687-01). In the event that grant is terminated or otherwise suspended, the Town shall provide written notice to the Contractor of said event and both parties shall be immediately released from their obligations under this Agreement. Any funds from said grant which are not obligated at the end of the grant period may revert to the federal Office of Justice Programs.
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- 14. Compliance with Laws:** The Contractor shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this

Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

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- C. Position Descriptions: Project Director, Case Manager, Peer Case Manager.
- D. Commonwealth Terms and Conditions Form

IN WITNESS WHEREOF, the parties hereto set their hands and seals on the day and year first above written.

TOWN OF AYER
Board of Selectmen

CONTRACTOR
Advocates, Inc.

Christopher R. Hillman, Chairman

Jannice L. Livingston, Vice Chairman

Gary J. Luca, Clerk

By:

Printed Name:

Title:

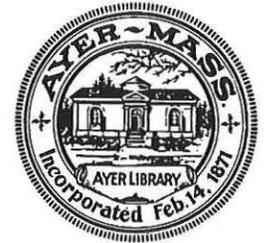
Certified As To Availability of Funds:

Lisa A. Gabree, Town Accountant

Town of Ayer

Department of Planning & Development

Town Hall ♦ One Main Street ♦ Ayer, MA 01432 ♦ 978-772-8221 ♦ 978-772-8208 (fax)



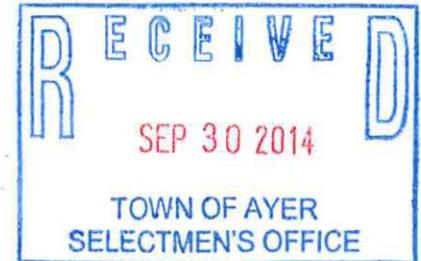
MEMORANDUM

TO: Board of Selectmen

FROM: David Maher, Economic Development Dir.
Alicia Hersey, Community Development Office

DATE: September 30, 2014

RE: MGL Chapter 40B – Ayer Subsidized Housing Inventory Update



Attached please find the latest update to Ayer's Subsidized Housing Inventory (SHI) Under MGL c. 40B, issued and approved by the state Dept. of Housing & Community Development. The Town of Ayer currently has an inventory of 286 Affordable Units.

Ayer's inventory of affordable units now stands at 8.31%

There has been a drop of affordable units by .13% in the past two years. This is a loss of 4 units through normal attrition. I certified this report and submitted 11 new units for review by DHCD. These units are the rental units completed in the FY10 (The Fletcher Building) and FY11 (Town of Ayer's Rehabilitation Program) Grants.

Housing Rehab Units Only Form

[This spreadsheet may be used for requests to add new and track current CDBG and HOME housing rehabilitation units only]

Submit this form AND a copy of the affordable use restrictions to:

DHCD Office of the Chief Counsel
 Attn: Subsidized Housing Inventory
 100 Cambridge Street, Suite 300
 Boston, MA 02114

Community Town of Ayer

Name, Title and Contact Information of person submitting information: ___ Alicia Hersey, Ayer Community Development Office

Town ID # (if any)	DHCD SHI #	Last Name	First Name	Address	Rent or Own	Level of Affordability (at or below 80% AMI, 50% AMI, or 30% AMI)	Affordable Use Restriction Start Date	Affordable Use Restriction End Date	Grant Year	Number of Units	Loan Repaid (Y/N)	Units Released (#)	Units in Effect (#)	Subsidizing Agency	Program Name (List All)
FY11-372		SCULLANE	DONALD	122 WEST MAIN ST	RENT	LOW/MOD	3/8/2012	3/8/2027	2011	2	N				CDBG HOUSING REHAB
FY11-382		DE SOUZA	KARLA	22 PLEASANT ST	RENT	LOW/MOD	8/22/2012	8/22/2027	2011	1	N				CDBG HOUSING REHAB
FY11-383		KILPATRIC	THELMA	5 PROSPECT ST	RENT	LOW/MOD	10/12/2012	10/12/2027	2011	1	N				CDBG HOUSING REHAB
FY11-369		WHITE	KELLI	83-85 WEST MAIN ST	RENT	LOW/MOD	4/20/2012	4/20/2027	2011	3	N				CDBG HOUSING REHAB
FY10-EDF		BONNET REALTY,LLC		49 MAIN ST	RENT	LOW/MOD	10/18/2011	10/18/2026	2010	4	N				CDBG-EDF

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Ayer

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
164	Silas Nutting Grove Apts	18 Pond Street	Rental	7	Perp	No	DHCD
165	Silas Nutting Grove Apts	Pond St.	Rental	20	Perp	No	DHCD HUD HUD HUD
166	Silas Nutting Grove Apts	Pond St.	Rental	34	Perp	No	DHCD
167	n/a	Issac's Ln(12u)/18 Pond(1u)	Rental	13	Perp	No	DHCD
175	Woodland Village	68 East Main Street	Ownership	3	2031	No	DHCD
3972	Ayer Assisted Living	Winthrop Avenue	Rental	73	2035	No	DHCD DHCD
4202	DDS Group Homes	Confidential	Rental	0	N/A	No	DDS
4824	Ayer HOR Program	Pearl Street	Ownership	2	8/09/17	No	DHCD
4825	Ayer HOR Program	Pineridge Drive	Ownership	1	4/12/17	No	DHCD
4826	Ayer HOR Program	High Street	Ownership	1	4/01/17	No	DHCD

ASH

* Please see attached spread sheet w/ proposed changes.

1/28/2014

This data is derived from information provided to the Department of Housing and Community Development (DHCD) by individual communities and is subject to change as new information is obtained and use restrictions expire.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Ayer

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
4828	Ayer HOR Program	Oakridge Drive	Ownership	1	5/13/17	No	DHCD
4829	Ayer HOR Program	Oakridge Drive	Ownership	1	12/19/17	No	DHCD
4830	Ayer HOR Program	Cambridge St.	Ownership	1	12/03/17	No	DHCD
4831	Ayer HOR Program	Willard Street	Ownership	1	8/15/17	No	DHCD
4832	Ayer HOR Program	Sandy Pond Rd.	Ownership	1	7/08/17	No	DHCD
4834	Ayer HOR Program	Fitchburg Rd	Ownership	1	9/13/17	No	DHCD
4835	Ayer HOR Program	Willard Street	Ownership	1	5/2/20	No	DHCD
4836	Ayer HOR Program	Grove St	Ownership	1	10/07/17	No	DHCD
4837	Ayer HOR Program	Snake Hill Rd	Ownership	1	2/14/20	No	DHCD
4838	Ayer HOR Program	McDowell St	Ownership	1	3/18/18	No	DHCD
4839	Ayer HOR Program	Snake Hill Road	Ownership	1	4/23/18	No	DHCD
4841	Ayer HOR Program	Oakridge Dr	Ownership	1	3/18/18	No	DHCD
4842	Ayer HOR Program	Victor Drive	Ownership	1	3/08/18	No	DHCD
4843	Ayer HOR Program	Oakridge Drive	Ownership	1	5/06/18	No	DHCD

1/28/2014

This data is derived from information provided to the Department of Housing and Community Development (DHCD) by individual communities and is subject to change as new information is obtained and use restrictions expire.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Ayer

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
4844	Ayer HOR Program	Columbia Street	Rental	4	8/04/18	No	DHCD
4845	Ayer HOR Program	Pleasant Street	Ownership	1	10/07/17	No	DHCD
4846	Ayer HOR Program	West Main Street	Ownership	1	10/18/19	No	DHCD
4847	Ayer HOR Program	High Street	Ownership	1	10/18/19	No	DHCD
4848	Ayer HOR Program	Sandy Pond Road	Ownership	1	10/8/19	No	DHCD
4849	Ayer HOR Program	Vernon Street	Ownership	1	4/27/19	No	DHCD
4850	Ayer HOR Program	Maple Street	Ownership	1	4/27/19	No	DHCD
4851	Ayer HOR Program	Washington Street	Ownership	1	6/14/19	No	DHCD
4852	Ayer HOR Program	Grove Street	Ownership	1	6/07/19	No	DHCD
4853	Ayer HOR Program	Washington Street	Ownership	1	3/16/19	No	DHCD
4854	Ayer HOR Program	Grove Street	Ownership	1	6/15/19	No	DHCD
4855	Ayer HOR Program	Grove Street	Ownership	1	1/06/19	No	DHCD
4856	Ayer HOR Program	West Main Street	Ownership	2	8/07/19	No	DHCD
4857	Ayer HOR Program	Columbia Street	Rental	2	1/26/19	No	DHCD

1/28/2014

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DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Ayer

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
4858	Ayer HOR Program	Pearl Street	Ownership	1	2/24/20	No	DHCD
4859	Ayer HOR Program	Forest Street	Ownership	1	12/04/18	No	DHCD
4860	Ayer HOR Program	Willard Street	Ownership	1	12/31/18	No	DHCD
6252	Habitat for Humanity	Forest Street	Ownership	1	perp	No	DHCD
7087	Ayer HOR Program	Jackson Street	Ownership	2	4/25/2020	No	DHCD
7088	Ayer HOR Program	Pearl Street	Rental	2	5/2/2020	No	DHCD
7089	Ayer HOR Program	Oakridge Drive	Ownership	1	6/7/2020	No	DHCD
7090	Ayer HOR Program	Mark Street	Ownership	1	6/30/2020	No	DHCD
7091	Estates at Harvard Hills	Bates & Auman Streets	Ownership	12	perp	Yes	DHCD
7095	Chandler Place	West Street	Ownership	2	2054	No	DHCD
7636	Ayer HOR Program	Bligh Street	Ownership	1	7/26/2020	NO	DHCD
7637	Ayer HOR Program	Grove Street	Ownership	1	9/27/2020	No	DHCD
7638	Ayer HOR Program	Mark Street	Ownership	1	7/6/2020	No	DHCD
7639	Ayer HOR Program	Pineridge Drive	Ownership	1	8/10/2020	No	DHCD

1/28/2014

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Ayer

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
7640	Ayer HOR Program	Pineridge Drive	Ownership	1	10/11/2020	No	DHCD
7641	Ayer HOR Program	Sculley Road	Ownership	2	12/5/2020	No	DHCD
7642	Ayer HOR Program	Willard Street	Ownership	1	12/5/2020	No	DHCD
7643	Ayer HOR Program	Union Street	Ownership	1	12/29/2020	No	DHCD
7644	The Spaulding Building	25 Main Street	Rental	7	2036	No	DHCD
7723	Ayer HOR Program	Grosvenor Street	Ownership	1	3/14/2021	NO	DHCD
7724	Ayer HOR Program	Highland Avenue	Ownership	1	1/3/2021	NO	DHCD
7725	Ayer HOR Program	Third Street	Ownership	1	3/31/2021	NO	DHCD
7726	Ayer HOR Program	West Main Street	Mix	4	3/31/2021	NO	DHCD
7727	Ayer HOR Program	Pleasant Street	Ownership	2	3/14/2021	NO	DHCD
7728	Ayer HOR Program	East Main Street	Rental	4	4/7/2021	NO	DHCD
7729	Ayer HOR Program	Vernon St	Ownership	1	9/7/2020	NO	CDBG
8561	Autumn Ridge Farms Condominum	Groton Road	Ownership	2	perp	NO	DHCD
8689	Ayer HOR Program	Pleasant St	Mix	3	2021	NO	DHCD

1/28/2014

ASH

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DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Ayer

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
8690	Ayer HOR Program	Willard St	Ownership	1	2021	NO	DHCD
8691	Ayer HOR Program	West Main St	Rental	1	2021	NO	DHCD
8692	Ayer HOR Program	Oakridge Dr	Ownership	1	2022	NO	DHCD
8867	Ayer HOR Program	East Main St	Ownership	3	2023	NO	DHCD DHCD
8868	Ayer HOR Program	Pleasant St	Ownership	1	2022	NO	DHCD
8869	Ayer HOR Program	Prospect St	Ownership	1	2022	NO	DHCD
8870	Ayer HOR Program	Fletcher St	Ownership	2	2022	NO	DHCD
8871	Ayer HOR Program	Forest St	Ownership	1	2023	NO	DHCD
8872	Ayer HOR Program	Pleasant St	Ownership	1	2023	NO	DHCD
9133	Pleasant Street School	62 Pleasant St	Rental	22	2059	NO	DHCD
9134	The Willows	Willow Road	Ownership	6	Perp	YES	MassHousing
Ayer Totals				286	Census 2010 Year Round Housing Units		3,440
					Percent Subsidized		8.31%

1/28/2014

ASH

This data is derived from information provided to the Department of Housing and Community Development (DHCD) by individual communities and is subject to change as new information is obtained and use restrictions expire.

Board of Selectmen

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



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

Town Administrator
(978) 772-8210

MEMORANDUM

DATE: October 2, 2014

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: IAFF and APPOA Grievance(s) Re: Great West Deferred Comp

Dear Selectmen,

As you are aware there was an issue(s) involving the timely deduction and deposit of Employee Deferred Comp funds with respect to the May 17, 2014 Payroll which affected all Town Employees. At that time, the Town Treasurer was responsible for and was processing the payroll and these deductions.

At the time since this was the purview of the Treasurer, to my knowledge no action was taken by the Treasurer to notify all Town Employees of this issue/concern and attempts by the Chiefs and Town Administrator to meet with the Treasurer to discuss were not successful.

Subsequently, both the Fire and Police Unions filed grievances regarding this matter. Due to summer schedules and upon mutual agreement between the Unions and the Town, the Parties agreed that this matter would be heard by the BOS on October 7, 2014 and that the Parties waived Executive Session Privileges regarding this issue as it pertains to all Town Employees participating in the Great West Deferred Compensation Program.

As I explained to the Union's, the Town has remedied this situation by hiring a full-time, professional Benefits and Payroll Manager and at my direction, Mr. Johnston has ensured not only that this is no longer an issue but that moving forward there exists further options involving electronic transfer of these funds as opposed to the past practice of issuing a check. Mr. Johnston is now directly responsible for handling this payroll/benefit matter. Therefore, respectfully the grievance issue has been resolved.

The Presidents of both the Fire and Police Unions feel strongly about this issue and therefore will appear before the BOS to discuss. Attached are the supporting documents related to this issue. Finally, I have invited the Treasurer and the Benefits/Payroll Manager to attend this portion of your meeting on October 7, 2014 at 7:45pm.

If you have any further questions prior to your meeting, please do not hesitate to contact me directly.

Thank you.

Robert Pontbriand

From: Robert Pontbriand
Sent: Tuesday, August 19, 2014 6:33 PM
To: 'Det. Kellie Barhight'
Cc: Chief William Murray
Subject: RE: Deferred Comp Grievance

Dear Detective Barhight,

Greetings and good evening. I hope that this e-mail finds you well and having a great summer.

I am in receipt of the Deferred Comp Grievance filed by the APPOA on July 15, 2014 and have transmitted to the BOS. Additionally the Fire Union has filed a very similar grievance.

Please know that this is a matter that the BOS takes very seriously as do I and the two Chiefs.

I will be consulting with the BOS to schedule a Hearing for this grievance(s). One of the items, the BOS asked me to ask, is would the Union(s) want to have this in Open Session or Executive Session?

I will be back with potential dates/times.

Additionally, since the filing of the grievance, as you know, the Town has created and hired a full-time, professional Benefits and Payroll Manager to handle all of these important matters such as deferred comp. Additionally, Mr. Johnston in his few weeks here, also has some recommendations that will ensure that this particular issue does not happen again.

Thank you for your patience and I will be in contact with dates and times. Kindly let me know, your preference of Open Session or Executive Session as the BOS instructed me. I will be asking the same of Fire.

Sincerely,

Robert

Robert A. Pontbriand
Town Administrator

Town of Ayer
1 Main Street
Ayer, MA 01432
978-772-8220

From: Det. Kellie Barhight [<mailto:kbarhight@ayer.ma.us>]
Sent: Tuesday, July 15, 2014 9:31 AM
To: Robert Pontbriand
Cc: 'Chief William Murray'
Subject: Deferred Comp Grievance

Robert,
I will also bring a hard copy over today.



Ayer Police Patrol Officer Association

54 Park Street Ayer, MA 01432

978-772-8200

July 15, 2014

Town Administrator Robert Pontbriand,

After speaking with Lt. Brian Gill and Chief William Murray due to the fact that they could not rectify the situation it was recommended to start at a level 3 Grievance.

The Union believes that the town has violated the contract and the agreement by making payroll deductions for participating members of the Smart Plan, Massachusetts Deferred Compensation and not making deposits in a timely manner. The Union believes that this violation occurred beginning with the payroll due on May 17, 2014.

Union members were not notified of this incident and it was not mentioned to employees until a non-union member accidentally found out that deductions were not being taken out of this employees check. Once this was observed it was found that all members of the Ayer Police Patrol Officer Association were being affected by this. The Ayer Police Patrol Officer Association members were never put on notice about deductions not being made and learned after the fact that not only were deductions not being made in a timely manner, but that this had occurred for several weeks, causing unspecified monetary loss for members of this union that goes toward retirement. The Ayer Police Patrol Officers Association finds this error egregious on the town's behalf. Not one letter of explanation or contact was made by Town Treasurer Stephanie Gitner to rectify the situation or put members of this Union on notice that a mistake had occurred, leaving members unaware that they were losing potentially thousands of dollars towards their retirement.

The Union believes this delay violates the provision Article 2 "Prior Benefits and Preservation of Rights", the article states that all rights and privileges enjoyed by the employee will remain in effect unless specifically abridged or modified by this contract.

To our knowledge the payments for deferred compensation have always been made no later than the following Tuesday of a pay day. We believe this practice is inconsistent with MGL Chapter 154, Sect. 8. Deductions of Salary. We look forward to working with you to remedy this situation by reimbursing the agreed upon financial impact to our union members as well as ensuring that it does not happen again.

Respectfully submitted,

Kellie A. Barhight, President APPOA

AYER FIRE DEPARTMENT

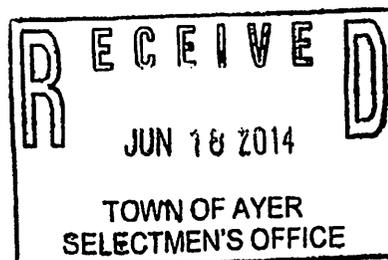
Robert J. Pedrazzi
Chief

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



June 18th, 2014

Jeremy Januskiewicz
President Local 2544 Ayer Firefighters
1 West Main St.
Ayer, MA 01432



Dear Jeremy,

I am in receipt of your grievance dated June 17th, 2014 in relation to Union members Smart Plan Massachusetts Deferred Compensation not being deposited into their Smart Plan accounts in a timely manner.

As I understand, past practice has been that this money was deposited into these accounts within a week of the automatic deduction from personnel's pay. This is a function that is done through the Treasurer's office. The Fire Department has no control over how this function of payroll is done.

I am denying this grievance on the basis that I have no mechanism to remedy this situation and forwarding it on to the Board of Selectmen for consideration.

Respectfully,

Robert J. Pedrazzi
Fire Chief / EMD

**AYER FIREFIGHTERS
LOCAL 2544**



1 W. MAIN STREET
AYER, MASSACHUSETTS 01432
Tel. (978) 772-8231
Fax (978) 772-8230

June 17, 2014

Robert J. Pedrazzi, Fire Chief
Ayer Fire Department
1 West Main St
Ayer, MA 01432

Chief,

The Union believes that the town has violated the contract and the agreement by making payroll deductions for participating members of the Smart Plan Massachusetts Deferred Compensation and not making deposits in a timely manner. The Union believes that this violation occurred beginning with the payroll due on May 17, 2014.

The Union believes this delay violates the provision Article XXX "Management Right", the article provides the town the ability to "promulgate and support reasonable rules and regulations" for the administration of the department, and the Union feels this extended delay is not reasonable.

The Union believes this delay also violates the provision Article XII "Prevailing Rights", the article states that all rights, privileges, and working conditions enjoyed by the members of the bargaining not included in this agreement will remain unchanged and unaffected unless they are changed by mutual agreement.

To our knowledge the payments for deferred compensation have always been made no later than the following Tuesday of a pay day. We believe this practice is inconsistent with MGL Chapter 154, Sect. 8 Deductions of Salary. We look forward to working with you to remedy this situation and ensuring that it does not happen again.

Respectfully submitted,

I.A.F.F. Local 2544


Jeremy S. Japuskiewicz, President


Timothy R. Shea, Vice President

David Greenwood, Secretary / Treasurer

Robert Pontbriand

From: Robert Pontbriand
Sent: Thursday, May 29, 2014 11:42 AM
To: ayerbos@ayer.ma.us
Subject: FW: Great West inquiry
Attachments: Great West info May 29th 2014.pdf

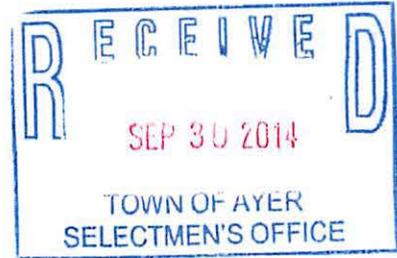
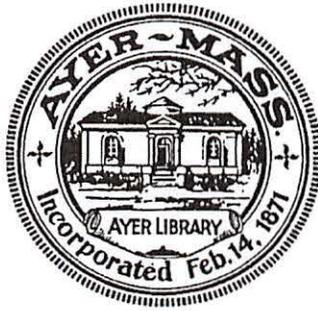
FYI

From: Chief Pedrazzi [<mailto:firechief@ayer.ma.us>]
Sent: Thursday, May 29, 2014 6:04 AM
To: treas@ayer.ma.us
Cc: ~~_____~~; acct@ayer.ma.us; Robert Pontbriand
Subject: Great West inquiry

Hi Stephanie,

I am inquiring about the status of my deferred compensation with Great West. I started an account with Great West with the first deduction from my payroll being the May 1st pay date. The money from that payroll deduction was deposited into my Great West account on May 7th; six days later. The next pay date was May 15th, the money for Great West was deducted from my check on May 15th. That money has not showed up in my Great West account as of today 14 days later. Can you investigate this and give me an answer as to where the problem exists? Attached is a copy of the transaction history from my Great West account year to date and my 5/15/14 payroll stub.

Sincerely;
Chief Pedrazzi



To: Board of Selectmen, Ayer, MA
Robert A. Pontbriand, Town Administrator
Carly Antonellis, Assistant to the Town Administrator

From: Susan E. Copeland, Ayer Town Clerk and Tax Collector

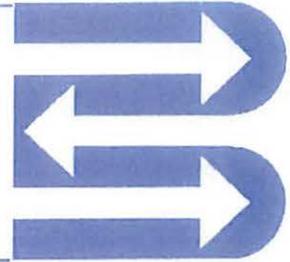
RE: Updates from Town Clerk and Tax Collector's Office

The following topics will be discussed, reviewed and updated with the Board of Selectmen at the meeting on October 7th, 2014.

- ❖ Century Bank Update - Collector's Account
- ❖ Shredding and Document Removal
- ❖ 2nd Quarter Taxes Due
- ❖ Update on Hours Changed
- ❖ Purchase of New Equipment
- ❖ Boston Post Cane Update
- ❖ Lock Box Collection Update
- ❖ Information Updated - Spreadsheets
 - Returned Mail – census, excise, personal property, and real estate
 - Bankruptcy
 - Insurance
 - Business Certificates
- ❖ Training and Conferences

BAYSTATE ROADS PROGRAM

University of Massachusetts Transportation Center
214 Marston Hall
130 Natural Resources Rd
Amherst, MA 01003
(413) 545-2604 FAX: (413) 545-6471
ahmadjia@ecs.umass.edu www.baystateroads.org



August 27, 2014

Mark Wetzel, DPW Superintendent
Town of Ayer
25 Brook Street
Ayer, MA 01432-1118

Re: **Doug Jasperson has achieved the rank of Roads Scholar**

Dear Mr. Wetzel:

Congratulations to the Town of Ayer on the success of Doug Jasperson! Doug has recently completed all of the requirements for our Baystate Roads Scholar Program. This program requires that the applicant attend at least seven of our training workshops. Each workshop requires a minimum of six hours participation and is always challenging and often very technical.

Although the name "Roads Scholar" is somewhat humorous and designed to catch attention, Mr. Jasperson's accomplishment is very impressive because he has come to all of our workshops ready to learn with a genuine interest in improving operations in Ayer. Doug has shown us that he is a professional who is serious about furthering his education and improving the way he accomplishes his work.

We hope you are as pleased with Mr. Jasperson's achievement as we are and that you will acknowledge his accomplishment within your town. This achievement lends itself very well to articles in local newspapers or community newsletters; his participation will, of course, be announced in our newsletter MASS Interchange. More information about our program is available by contacting me at (413) 545-2604 or visiting our website at: <http://www.mass.gov/baystateroads>

Sincerely,

Christopher J. Ahmadjian, Ph. D., P.E., MBA
Program Manager

Board of Selectmen

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



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

Town Administrator
(978) 772-8210

MEMORANDUM

DATE: October 8, 2014

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

R.A.P.

**SUBJECT: Request for BOS Authorization for the Town Administrator to Approve
Contracts up to \$35,000.00**

Dear Honorable Selectmen,

With the State Legislature's passage of the FY 2015 State Budget, new MGL Chapter 30B thresholds went into effect as of July 1, 2014 (See Attached). The amendment increased the \$25,000 threshold to a \$35,000 threshold for contracts with the solicitation of three (3) quotes for contracts in the amount of \$10,000 to \$34,999.

The Town Administrator as authorized by the Board of Selectmen can currently sign contracts up to \$25,000.00. Therefore, in accordance with the recent amendment to MGL Chapter 30B, the Town Administrator is respectfully requesting that the Board of Selectmen vote to authorize the Town Administrator to approve contracts with the solicitation of three (3) quotes up to the new threshold limit of \$35,000 per MGL Chapter 30B.

Thank you for your consideration.

Attachment



The Official Website of the Inspector General of Massachusetts

Inspector General Glenn A. Cunha

[Home](#) > [Publications](#) > [Guides, Advisories, Other Publications](#) > [Changes to c. 30B Uniform Procurement Act Thresholds](#)

Changes to Chapter 30B Uniform Procurement Act Thresholds, July 2014

With the passage of the FY 2015 Budget, new Chapter 30B thresholds are in effect as of July 1, 2014. Chapter 30B sections 4, 5, 6, 6A, 7 and 16 have been amended. The amendments replaced the \$25,000 thresholds with \$35,000 thresholds in these sections only. No other changes were made. The website information, class materials, and publications are in the process of being revised to reflect the amendments. The [Procurement Charts](#) have been changed.

In the meantime, please call the Inspector General's 30B hotline at 617.722.8838 with any questions.

To see outside sections 61 - 66 of the budget, please refer to the following link: [View the FY15 Budget](#)

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Board of Selectmen

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



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

Town Administrator
(978) 772-8210

MEMORANDUM

DATE: October 2, 2014

TO: Ayer Board of Selectmen

Cc: Mark Wetzal, DPW Superintendent

FROM: Robert A. Pontbriand
Town Administrator

A handwritten signature in blue ink that reads "R.A.P." with a horizontal line underneath.

SUBJECT: Proposal for GPS Transponder PILOT Study Program for DPW

Dear Selectmen,

As the BOS is aware, the issue of installing GPS Transponders in the Town's vehicle fleet has been a topic for discussion for some time (See Attached Memo from June 14, 2013).

Currently the Town does have a GPS Transponder on the DPW Wastewater Tanker Truck as it is a very sensitive piece of equipment carrying wastewater not only on the highway but across state lines to Rhode Island.

I am respectfully proposing that the BOS authorize the Town Administrator and the DPW Superintendent to implement a GPS Transponder PILOT Study with the DPW Vehicle Fleet. The primary focus of the study will be to:

1. Determine the value of GPS Transponders in terms of managing the DPW Vehicle Fleet (i.e. route efficiency, fuel efficiency, service locations, and overall safety, etc.); and
2. Determine the feasibility and value of the information obtained by the GPS Transponders as a management tool

The general scope of the Study would be to install GPS Transponders on all DPW Service Vehicles, the Street Sweeper, Sidewalk Plow, and of course the Tanker Truck. Data would be collected and monitored and a feasibility report based on the study would be presented to the BOS for further consideration.

Additionally, part of the study (already underway) is to obtain a survey of information from other Massachusetts Municipalities which currently use GPS Transponders to obtain their feedback. Furthermore, a public webinar can be scheduled for the BOS and Public to view at a future meeting if the BOS would like.

Finally, the issue of whether this item is subject to bargaining has presented itself in the past. I offer the attached "Duxbury Case" and "Worcester Case" which are existing case law that determined that the installation of GPS Transponders on municipal vehicles was not subject to bargaining (See Attached). If the BOS decides to proceed with this PILOT Study, Town Counsel would be further consulted and the DPW Superintendent and Town Administrator will meet with the DPW Union for informational purposes to answer any questions or concerns.

In conclusion, if the DPW PILOT Study of the GPS Transponders is successful then implementation across the Town's vehicle fleet would be considered and proposed.

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

Thank you.

Attachment(s)

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: June 14, 2013

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: Town-Wide Vehicle Transponders Discussion

Dear Honorable Selectmen,

As you are aware the Board has been discussing the idea of Town-Wide Vehicle Transponders since last summer when Selectman Hillman first mentioned the idea. Per the request of Selectman Fay, I have compiled the following advisory memo consisting of the input from the DPW Superintendent, Fire Chief, and Police Chief. Additionally, thru the efforts of Selectman Fay, a vendor of Vehicle Transponders is available to make a brief presentation to the Board at the July 2, 2013 Meeting. Additionally, the I.T. Systems Administrator is currently researching the phone GPS technology and will have a report by July 2, 2013.

DPW Superintendent:

The DPW has 28 vehicles that would need to be tracked, due to the use in our snow removal operations. Based on numbers that I have, cost for the devices would be about \$4000 with a monthly cost of \$7,000 to \$10,000. The benefits include:

- Track what roads and sidewalks have been plowed, swept
- Monitor location of Sludge Tanker truck
- Quick response to emergency situations

Due to the size of the department and the town, we have a good idea of who is doing what and where. As we don't use outside contractors for plowing, we know what routes are being plowed and what the priorities are. The disadvantages are:

- Cost of installation and monthly monitoring fees
- Effort required by limited staff to actually monitor the GPS locations and data. Basically, I would be the primary person responsible for this and have many other priorities
- Impact on employee morale and trust

Fire Chief:

- I don't feel that having a GPS transponders on any of my vehicles is of any benefit to the department. When my vehicles are not in the station I know exactly where they are. They sign on to the Dispatch Center every time they leave the station. Arrive at their destination, leave the destination and return to the station. This is all recorded in an incident report for each time they go out for each vehicle including my vehicle if it is an incident that I am responding to.
- I feel that this is an unnecessary cost burden that will have no positive effect.
- Who will be monitoring the system and for what purpose? Is this going to be done by the Department Head or some other entity and what will the cost of that be?
- It is a negotiable item for the unions. This being said they will get some monetary consideration for having transponders on the vehicles. This will only add to the cost of the project and it is a long term cost that never goes away.
- I could see a benefit if we were a larger department with multiple vehicles on the road at the same time; but there would have to be somebody monitoring this system live all the time.

Police Chief:

- I echo the comments of the Fire Chief and DPW Superintendant below and would add that my greatest concern is one of security and who would be monitoring the system. For anyone outside the Department knowing where officers are is a serious officer safety concern and would seriously compromise investigations/operations on all levels.
- As with the fire department my officers are required to report their positions to Dispatch, whether by radio or some covert communication, so we always know where they are. Even when on routine patrol or breaks their activity is logged.
- Our operational design requires units to be dispatched based on sector rather than the closest unit. This works because on routine calls requiring the response of only one unit there is no "rush" to get to the call. On any other call multiple units are dispatched, which is generally all that are on the road, so the nearest car gets there soonest anyway.
- For the Police Department there is no benefit to GPS trackers in our vehicles.

Cc: DPW Superintendent
Fire Chief
Police Chief

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Citation: 25 MLC 22

25 MLC 22; *, 1998 MLRC LEXIS 27; **

In the Matter of DUXBURY SCHOOL COMMITTEE
and
AFSCME, COUNCIL 93, AFL-CIO

Case No. MUP-1446

MASSACHUSETTS LABOR RELATIONS COMMISSION

25 MLC 22; 1998 MLRC LEXIS 27

August 7, 1998

CORE TERMS: custodians, surveillance, departure, collective bargaining agreement, timecards, derivatively, grievance, recorded, video, personal observation, time clock, applicability, investigatory, conversation, unilaterally, recommended, arbitrator, interview, condition of employment, prohibited practice, means of enforcing, bargaining unit, video camera, parking lot, repudiation, deliberately, implementing, installation, repudiating, bargaining.

[1]** COUNSEL: Robert G. Fraiser, Esq.; Rebecca L. Bryant, Esq., Representing the Duxbury School Committee

Steven A. Torres, Esq., Representing AFSCME, Council 93, AFL-CIO

PANEL: Robert C. Dumont, Chairman; Claudia T. Centomini, Commissioner; Helen A. Moreschi, Commissioner

OPINION: [*22] DECISION n1

Statement of the Case

On February 6, 1996, AFSCME, Council 93, AFL-CIO (the Union) filed a charge with the Labor Relations Commission (the Commission) alleging that the Duxbury School Committee (the School Committee) had violated Sections 10(a)(1), (3), (4), and (5) of M.G.L. c.150E (the Law). Following an investigation, the Commission issued a complaint of prohibited practice on October 2, 1996 alleging that the Duxbury School Committee (the School Committee) had violated Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law by: 1) unilaterally implementing surveillance of its employees; and 2) repudiating a term in the parties' collective bargaining agreement. n2 On October 2, 1996, the School Committee filed a copy of an arbitrator's decision and requested that the Commission dismiss the matter **[**2]** on the basis of that decision. On October 28, 1996, the Union filed an opposition to the School Committee's request, and on November 20, 1996, the School Committee filed a response. On January 2, 1997, we denied the School Committee's Motion to Dismiss. See, *Duxbury School Committee*,

23 MLC 165 (1997). On May 30, 1997, Mark A. Preble, a duly designated administrative law judge (ALJ) of the Commission, conducted a hearing at which both parties had an opportunity to be heard, to examine and cross-examine witnesses and to offer documentary evidence. At the outset of the hearing, the parties agreed to certain stipulations of fact. Both parties subsequently filed post-hearing briefs. On September 30, 1997, the ALJ issued his recommended findings of [*23] fact, to which both parties filed challenges. The School Committee also filed a response to the Union's challenges.

Findings of Fact n3

Both the School Committee and the Union challenged portions of the ALJ's recommended findings of fact by arguing that additional findings should have been included. However, after reviewing those challenges and the record, we find that the additional [**3] findings are not relevant to our consideration of the allegations contained in the complaint. Therefore, we adopt the ALJ's findings of fact in their entirety and summarize the relevant portions below:

The Union represents a bargaining unit of custodians in the Duxbury School Department. In March 1995, Jack Rose (J. Rose), Michael Rose (M. Rose), James O'Neil (O'Neil), Collin Fencer (Fencer), Jesse Hawk (Hawk), William Cwikleinik (Cwikleinik), and Roy Green (Green) (collectively, the custodians) were assigned to the Duxbury Junior/Senior High School (the High School) and were members of the bargaining unit represented by the Union. Dr. Eileen Williams (Dr. Williams) is the superintendent of schools and Wayne Ogden (Ogden) is the principal of the High School.

The Union and the School Committee are parties to a collective bargaining agreement covering the period July 1, 1994 through June 30, 1997. Article IX of that agreement states, in part:

Any complaints regarding an employee made to any member of the Committee or the Administration by any parent, student or other person as a result of which any action concerning the employee is contemplated, will be called to the attention of [**4] the employee within two (2) working days.

The custodians were assigned regular shifts and required to record their arrival and departure times using an electronic time clock. On March 10, 1995, following an event at the High School, Ogden observed O'Neil and Fencer leaving the school at 10:30 P.M. On Monday, March 13, 1995, Ogden checked O'Neil's and Fencer's timecards and learned that both timecards had a recorded departure time of 11:02 P.M. for March 10, 1995.

Ogden subsequently discussed his observations with Dr. Williams. Specifically, Ogden sought Dr. Williams's approval to spend money to conduct a further investigation. Both Ogden and Dr. Williams considered Article IX and its applicability to the matter and decided that, because the information was based upon a personal observation by a member of the administration rather than by a complaint made to the administration, the provisions in Article IX did not apply. After a further discussion between Ogden, Dr. Williams, and Business Manager Mickey McGonagle (McGonagle), it was agreed that the School Department would conduct a broader investigation into the time clock issue.

Thereafter, the School Department retained Data [**5] Quest Investigations to conduct surveillance of the school parking lot near the exit door where the custodians parked. Surveillance by an investigator using a hand-held video camera and personal observation on April 6, 7, 27, and 28, 1995 revealed custodians leaving prior to the end of their shifts. A subsequent review of the employees' timecards revealed that the departure times recorded on the time cards did not accurately reflect the actual departure times. On May 1, 1995, Ogden had a conversation with Hawk, during which Hawk acknowledged that employees had left early and had their timecards punched by other employees.

A stationary video camera was subsequently installed for surveillance of the parking lot where custodians park their cars. The surveillance camera was in place between May 24 and June 23, 1995. The School Committee did not notify or bargain with the Union over the installation of the video surveillance of the custodian's parking area. A review of the surveillance conducted during the May through June, 1995 period revealed numerous discrepancies between each of the custodian's actual departure time recorded on video tape and the time recorded for the same date on [**6] the corresponding employee's time card.

In August 1995, the School Committee conducted investigatory interviews with each of the custodians. The custodians were given prior notice of the investigatory interviews and were permitted to have union representation/legal counsel present if the individual employees so elected. All of the custodians, with the exception of Hawk, chose to have both a Union representative and an attorney at the investigatory interview.

As a result of the investigation, Ogden recommended the dismissal of all of the seven custodians. In nearly identical letters dated August 31, 1995, Dr. Williams notified J. Rose, M. Rose, O'Neil, Fencer and Cwikielnik that they had been dismissed, effective September 5, 1995. Dr. Williams did not dismiss Hawk, but rather suspended him for ten (10) days, because the School Committee concluded that he had cooperated with the investigation and told the truth when interviewed. In a letter dated August 31, 1995, Dr. Williams informed Hawk of his suspension. Because Green had previously informed Dr. Williams that he had planned to retire, Dr. Williams took no action concerning Ogden's recommendation and allowed Green to retire.

The [**7] Union filed a grievance over the dismissal of J. Rose, M. Rose, O'Neil, Fencer and Cwikielnik and that grievance proceeded to arbitration before Arbitrator Arnold Zack on the following stipulated issue:

Is the grievance substantively arbitrable? If so, did the Employer violate the parties' Collective Bargaining Agreement by terminating M. Rose, W. Cwikielnik, R. Green, J. Rose, J. O'Neil, and/or C. Fencer without just cause? If so, what shall be the remedy? n4

[*24] On September 9, 1996, Arbitrator Zack issued his award, denying the grievance and sustaining the dismissal of J. Rose, M. Rose, O'Neil, Fencer and Cwikielnik.

Opinion

A. Unilateral Change

A public employer violates Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law when it changes a condition of employment involving a mandatory subject of bargaining without giving the union representing its employees notice and an opportunity to bargain to resolution or impasse. See, *School Committee of Newton v. Labor Relations Commission*, 388 Mass. 557 (1983); *Town of Ahlinton*, 21 MLC 1125 (1994). However, an employer [**8] does not violate the Law when, without bargaining, it unilaterally alters procedural mechanisms for enforcing existing work rules, provided that the employer's action does not change underlying conditions of employment. *Board of Trustees, University of Massachusetts*, 7 MLC 1577 (1980). See also, *Rust Craft Broadcasting of New York, Inc.*, 225 NLRB 327, 92 LRRM 1576 (1976) (Unilateral installation of time clocks held permissible where merely a more efficient and dependable means of enforcing pre-existing workplace rules). Here, it is undisputed that the custodians had always been required to work their regular shift and record their arrival and departure times by punching a time clock. After learning that certain custodians had been leaving work early and falsifying their time cards, the School Committee began to record the custodians' departure times using video surveillance. Because the use of the surveillance was

limited to recording the custodians' departure times and was in response to a specific concern about the accuracy of the existing method of timekeeping, we find that the School Committee's use of video surveillance in this [**9] case was merely a more efficient and dependable means of enforcing existing work rules and did not affect an underlying term or condition of employment. Accordingly, we find that the School Committee did not violate Section 10(a)(5) and, derivatively, 10(a)(1) of the Law by unilaterally implementing video surveillance to record the custodians' departure times.

2. Repudiation

To establish that the School Committee repudiated a term in the parties' collective bargaining agreement, the Union must show that the School Committee deliberately refused to abide by an agreement with the Union. See, *South Shore Regional School District Committee*, 22 MLC 1414, 1425 (1995); *City of Quincy*, 17 MLC 1603 (1991). If the evidence is insufficient to find an agreement underlying the matter in dispute, or if the parties hold differing good faith interpretations of the provision at issue there can be no repudiation. *City of Quincy*, 17 MLC at 1608. Here, the parties hold differing good faith interpretations of the applicability of Article IX to the matter concerning the custodians' falsifying their timecards. Although the Union interprets the provision to have triggered an obligation to [**10] bring the matter to attention of the custodians either following Ogden's observation on March 13, 1995 or Hawk's conversation with Ogden on May 1, 1995, the School Committee did not consider Ogden to be within the class of "other persons" and did not consider the conversation between Ogden and Hawk to be a "complaint" within the meaning of Article IX. Moreover, Dr. Williams and Ogden discussed the applicability of Article IX to the matter and decided that, because the information was based upon Ogden's personal observation, the obligation in Article IX did not apply. Therefore, we are unable to conclude that the School Committee deliberately refused to abide by an agreement with the Union. Accordingly, we find that the School Committee did not violate Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law by repudiating a term in the parties' collective bargaining agreement.

Conclusion

For the reasons set forth above, we dismiss the complaint of prohibited practice.

SO ORDERED.

FOOTNOTES:

FOOTNOTES:

n1 Pursuant to 456 CMR 13.02 (1), the Commission has designated this case as one in which the Commission shall issue a decision in the first instance. [**11]

n2 The Commission dismissed those portions of the Union's charge alleging that the School Committee had violated Sections 10(a)(3) and (4) of the Law and the Union did not seek review of that decision pursuant to Section 15.03 of the Commission's Rules.

n3 The Commission's jurisdiction in this matter is uncontested.

n4 At the arbitration hearing, the Union also proposed that the parties stipulate to an additional

Issue concerning whether the employer violated the collective bargaining agreement by conducting undercover monitoring, video observation and investigation of custodians without notifying them. After a brief exchange, the arbitrator stated that the termination issue was broad enough to cover the additional charge and the Union withdrew its proposal.

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34 MLC 15, *; 2007 MLRC LEXIS 23, **

In the Matter of CITY OF WORCESTER
and
LOCAL 495, NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

Case No. MUP-05-4409

MASSACHUSETTS LABOR RELATIONS COMMISSION

34 MLC 15; 2007 MLRC LEXIS 23

September 5, 2007

CORE TERMS: phones, sanding, sanders, derivatively, bargain, conditions of employment, public employer, productivity, unilaterally, installation, bargaining, enforcing, workplace, inspectors, monitor, radio, snow

[**1] COUNSEL: Lisa Carmody, Esq., Representing the City of Worcester

Jean Zeiler, Esq., Representing Local 495, National Association of Government Employees

PANEL: John F. Jesensky, Chairman; Hugh L. Reilly, Commissioner; Paul T. O'Neill, Commissioner

OPINION: [*15] ORDER OF DISMISSAL

The Labor Relations Commission (Commission) has decided to dismiss the above-referenced matter. On April 13, 2005, Local 495, National Association of Government Employees (Union) filed a charge with the Commission, alleging that the City of Worcester (City) had violated Sections 10(a)(5) and, derivatively, 10(a)(1) of Massachusetts General Laws, Chapter 150E (the Law) by unilaterally requiring City employees to use Global Positioning System (GPS) phones.

The Union represents certain City employees in the Department of Public Works (DPW). On December 6, 2004, the City began assigning GPS phones to DPW sanders. While operators of the sanders were required to use the GPS phones when on duty, they were not required to carry GPS phones with them during breaks. n1

Prior to the implementation of the GPS phones, the City utilized a radio system and snow/sanding inspectors [**2] to track the location of DPW sanders. The City now uses the GPS phones in conjunction with the radio system and snow/sanding inspectors to monitor

sanding operations. The GPS phones have enhanced the City's ability to efficiently utilize and monitor sanders during sanding operations. The Union does not indicate how the GPS phones have altered the wages, hours, and other terms and conditions of employment of unit members.

On January 10, 2005, a Union representative called the Assistant DPW Commissioner to protest the GPS phones. The parties subsequently traded letters with each other on this issue and met on February 25, 2006 to discuss this matter. However, they did not resolve their differences.

A public employer violates Section 10(a)(5) and, derivatively, Section 10(a)(1) of the Law when it unilaterally changes an existing condition of employment or implements a new condition of employment involving a mandatory subject of bargaining without first giving its employees' exclusive collective bargaining representative notice and an opportunity to bargain to resolution or impasse. *Commonwealth of Massachusetts v. Labor Relations Commission*, 404 Mass. 124 (1989); **[**3]** *School Committee of Newton v. Labor Relations Commission*, 388 Mass. 557 (1983). However, a public employer may alter procedural mechanisms for enforcing existing work rules without bargaining, provided that the employer's action does not change underlying conditions of employment. *Duxbury School Committee*, 25 MLC 22 (1998); *Town of Wilmington*, 9 MLC 1694 (1983); *Board of Trustees, University of Massachusetts*, 7 MLC 1577 (1980); *Brookline School Committee*, 7 MLC 1185 (1980).

Here, the parties' written submissions show that, on December 6, 2004, the City began to require operators of sanders to use GPS phones when on duty. The Union argues that this requirement relates to standards of productivity and performance over which the City is obligated to bargain. The Union, however, fails to demonstrate how standards of productivity and performance have changed with the introduction of GPS phones. Furthermore, the Union does not show how this requirement is anything more than an effort to make the City's use and monitoring of its sanding operations more efficient. As a result, the City's decision does not constitute a change in terms and conditions **[**4]** of employment. Cf. *Massachusetts Turnpike Authority*, Case No. **UP-04-2671** (March 31, 2006 dismissal letter and June 23, 2006 affirmation of dismissal) (employer had no obligation to bargain over installation of GPS device that led to dismissal of unit member, because GPS device was merely a more efficient and accurate way to determine whether bargaining unit members were complying with existing workplace rules); *Duxbury School Committee*, 25 MLC at 24 (installation of video cameras in workplace constituted nothing more than an alternative mechanism for enforcing existing work rules). Consequently, the Commission does not find probable cause to believe that there has been a violation of Sections 10(a)(5) and, derivatively, 10(a)(1) of the Law, and the Union's charge is dismissed.

SO ORDERED.

FOOTNOTES:

FOOTNOTES

n1 The Union alleges that, on January 8, 2005, the City required DPW employees to use GPS devices in their vehicles. The Union does not indicate what the GPS devices are or whether the vehicles at issue are City-owned or personal vehicles. Moreover, the Union does not support these allegations with an affidavit. In contrast, the City submitted an affidavit attesting that it installed GPS phones in DPW sanding equipment on December 6, 2004 for use during work hours. As a result, the Commission accepts the City's factual allegations. **[**5]**

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

Tuesday, September 16, 2014

MEETING MINUTES

Attendance: *Present*

Christopher R. Hillman, Chair; Jannice L. Livingston, Vice-Chair; Gary J. Luca, Clerk

Also Present

Robert A. Pontbriand, Town Administrator

Carly M. Antonellis, Assistant to the Town Administrator

Call to Order: The meeting was called to order at 7:03 PM by C. Hillman.

Moment of Silence In Memory of Ayer Firefighter Steve Mickle

MOTION: A motion was made by G. Luca and seconded by J. Livingston to approve the agenda as printed. **Motion passes 3-0.**

Public Input: Mr. Frank Maxant came forward with a proposal for a home rule petition regarding Devens. He is asking the Board to consider adding this to the warrant for the Special Fall Town Meeting.

Director Jeff Thomas, Parks and Recreation – Online Payment Contract: J. Thomas indicated that Chairman of the Parks Commission, Jason Mayo could not make the meeting due to a prior family commitment. J. Thomas went over the details of the online payment proposal, which will allow payments to be made online to the Parks Department.

MOTION: Motion made by G. Luca and seconded by J. Livingston to approve the contract between the Town of Ayer and UniBank with signature by the Chair. **Motion passes 3-0.**

Joint Meeting with the Planning Board to fill Planning Board Vacancy: Pursuant to MGL Chapter 44, Section 11 the Selectmen and the Planning Board, represented by Chairman Jim Lucchesi met to appoint a Planning Board member to fill a vacated term ending in April of 2015. The Board of Selectmen and Chairman Lucchesi interviewed Ms. Jennifer Gibbons.

MOTION: Motion made by G. Luca and seconded by J. Livingston to appoint Ms. Jennifer Gibbons to the Planning Board until the annual election in April 2015. Motion passes 3-0. Chairman Lucchesi also voted in favor of the appointment.

Ayer Commuter Rail Surface Parking Lot Update: Bruno Fisher from the Montachusett Area Transit Authority and George Kahale from the Montachusett Regional Planning Commission gave an update on recent progress that has been made with respect to the Ayer Rail Trail Commuter Surface Parking Lot and the Ayer Commuter Rail Station project. R. Pontbriand stressed that this was only a conceptual plan and that residents will be given opportunity to weigh in on design layouts, etc. The next step in the process is to transfer the proposed land to MART, which will then be transferred to the Town of Ayer. C. Hillman thanked everyone involved for their continued support and efforts.

Director David Maher, Economic and Community Development: D. Maher gave an update of the economic development activity in Town. He went over specific areas of town including: Ayer rotary area, downtown, Route 2A/Fitchburg Road, West Main Street.

Town Administrator's Report: R. Pontbriand detailed the process for reviewing and updating the Town's Comprehensive Plan.

New Business/Selectmen's Questions: J. Livingston requested an update on Warrant Article #30 from the Annual Town Meeting and the status of M.G.L. C.32B§9A½. The Board received an update on the matter via email from the Town Treasurer that afternoon saying the matters would be resolved.

C. Hillman inquired about the possibility of the Town of Ayer using a grant writer to assist department heads in obtaining grant funding. R. Pontbriand went over feedback he had received from other municipalities across the State. Most municipalities the size of Ayer use a contract based grant writer where the grant writer will only be paid if they are successful in obtaining a grant.

C. Hillman that property enforcement issues in the Town of Ayer are moving forward.

C. Hillman would like the Town Administrator to look into working with the Sheriff's Office to help with the cleanup of littering in Town.

C. Hillman said he will also be looking into the installation of a "Welcome to Ayer Sign".

Approval of Meeting Minutes:

MOTION: Motion made by J. Livingston and seconded by G. Luca to approve the meeting minutes of August 19, 2014. **Motion passes 3-0.**

G. Luca asked about the status of the DPW engineer and where the Town was in the hiring process.

G. Luca also had questions about the DPW's Surplus Equipment Bid and asked R. Pontbriand to look into.

MOTION: Motion made by J. Livingston and seconded by G. Luca to approve the meeting minutes of September 2, 2014. **Motion passes 3-0.**

MOTION: Motion made by J. Livingston and seconded by G. Luca at 8:58 PM to enter into Executive Session pursuant to MGL Chapter 30A, Section 21A, Exemption #3 Collective Bargaining Re: Police Superiors Contract MOA and Re: DPW WWTP Tanker Driver and Exemption #3 Litigation Strategy Re: *Gintner v. Town of Ayer* and to adjourn meeting from Executive Session. J. Livingston stated that to discuss these matters in open session would be detrimental to the Town's negotiating strategy. **By Roll Call Vote:** C. Hillman, Yes; J. Livingston, Yes; G. Luca, Yes. **Motion passes 3-0.**

Minutes Recorded and Submitted by Carly M. Antonellis

DRAFT

Minutes Approved by BOS: _____

DRAFT

Gary J. Luca, Clerk: _____