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TOWN OF AYER

2016 JUN -3 PM 12: 35

Maura E. Copeland

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



Tuesday June 7, 2016
Open Session Meeting Agenda

7:00 PM

Call to Order

Pledge of Allegiance; Review and Approve Agenda; Announcements

Recognition of Ayer Shirley FIRST Robotics Team

7:05 PM*

Public Input

Personnel Board

1. Approval of CORI Policy
2. Approval of Sexual Harassment Prevention Policy

7:20 PM

Chief William A. Murray, Ayer Police Department

1. Appointment of Full Time Records Clerk
2. Appointment of Full Time Dispatcher

7:25 PM

Chief Robert J. Pedrazzi, Ayer Fire Department

1. Reserve Fund Transfer – Year End Salaries
2. Reserve Fund Transfer – Ambulance Enterprise

7:30 PM

Superintendent Mark L. Wetzel, Ayer Department of Public Works

1. Complete Streets Prioritization Plan Grant
2. Pleasant Street Construction Inspection Contract Amendment
3. Sewer System Connection Fee
4. Senior Water and Sewer Bill Discount Policy

7:50 PM

Town Administrator's Report

1. Administrative Update
2. Depot Square Update
3. Chapter 61 Nashua Street Extension Discussion
4. Disposition of Former Fire Station Recommendation
5. Appointments Part 1 of 2
6. 111F Medical Payment – UDAG Authorization
7. Town Counsel Reserve Fund Transfer
8. COG Master Plan Contract

8:15 PM

New Business/Selectmen's Questions

8:20 PM

Approval Meeting Minutes

May 17, 2016; June 1, 2016

Executive Session pursuant to MGL Chapter 30A, Section 21A

Exemption #3 (Collective Bargaining) Fire Union Grievances

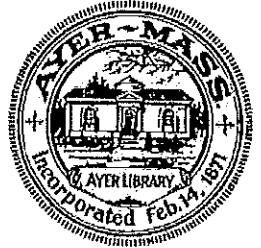
****Adjournment**

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

*** BOS will adjourn for the evening at the conclusion of Executive Session*

Town of Ayer Personnel Board

Ayer Town Hall
1 Main St
Ayer, Massachusetts 01432



Honorable Board of Selectman
Town of Ayer
1 Main St
Ayer, MA 01432

Friday May 6, 2016

Dear Chairman Gary Luca,

Please be advised that on Wednesday May 4, 2016, the Personnel Board conducted a public hearing on the adoption of two employment policies for the Town of Ayer. After the public hearing we met in a regularly scheduled session where it was unanimously voted to recommend to the Board of Selectman that the policies be adopted. The policies under consideration are:

1. *Policy Against Sexual and Unlawful Harassment*
2. *Criminal Offender Record Information (CORI) Policy*

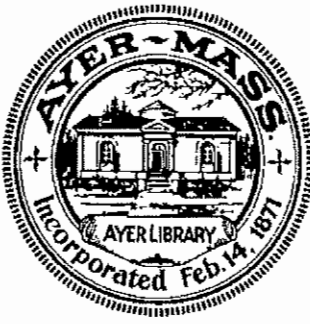
The *Policy Against Sexual and Unlawful Harassment* will supersede the current *Harassment Policy* found in Section 10 of the Personnel Policies and Procedures Manual. The *Criminal Offender Record Information (CORI) Policy* is a new policy.

We look forward to working with the Board of Selectman at meeting in the near future, so as to discuss the adoption of these two policies.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Brian Gill".

Lt. Brian Gill - Ayer PD
Chairperson / Employee Representative to the Personnel Board



Town of Ayer

Criminal Offender Record Information (CORI) Policy

This Criminal Offender Record Information (CORI) policy is intended to allow the Town of Ayer to fulfill its due diligence obligation and to minimize the Town's liability exposure from actions by its employees, representatives, and agents. As such, this policy is applicable to the criminal history screening of prospective and current employees, subcontractors, volunteers, interns, professional licensing applicants, and applicants for the rental or leasing of housing. Where CORI and other criminal history checks may be part of a general background check for employment, volunteer work, internships, licensing, sub-contracted work, or the rental or leasing of housing, the following practices and procedures will be followed.

The Town currently has four departments authorized to access iCORI: Police Department, Fire Department, Parks Department and Benefits and Payroll Department. Each department is responsible to comply with CORI regulations as defined in Chapter 256 of the Acts of 2010 and MGL c. 6 §. 172. The Benefits and Payroll Manager will conduct CORI checks for all departments without CORI access.

1. Conducting CORI Screening

CORI checks will only be conducted as authorized by the Department of Criminal Justice Information Services (DCJIS) and MGL c. 6, §.172, and only after a CORI Acknowledgement Form has been completed. With the exception of screening for the rental or leasing of housing, if a new CORI check is to be made on a subject within a year of his/her signing of the CORI Acknowledgement Form, the subject shall be given seventy-two (72) hour notice that a new CORI check will be conducted. If a requestor is screening for the rental or leasing of housing, a CORI Acknowledgement Form shall be completed for each and every subsequent CORI check.

2. Access to CORI

All CORI obtained from the DCJIS is confidential, and access to the information must be

limited to those individuals who have a “need to know”. This may include, but not be limited to, hiring managers, staff submitting the CORI requests, and staff charged with processing job applications. The Benefits and Payroll Office will maintain and keep a current list of each individual authorized to have access to, or view, CORI. This list must be updated every six (6) months and is subject to inspection upon request by the DCJIS at any time.

3. CORI Training

An informed review of a criminal record requires training. Accordingly, all personnel in the Town of Ayer administration that are authorized to conduct criminal history background checks, review CORI information, or have any access to CORI information will review, and be thoroughly familiar with the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.

4. Use of Criminal History in Background Screening

CORI used for employment purposes shall only be accessed for applicants who are otherwise qualified for the position for which they have applied. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on background checks will be made consistent with this policy and any applicable law or regulations.

5. Verifying a Subject’s Identity

If a criminal record is received from the DCJIS, the information is to be closely compared with the information on the CORI Acknowledgement Form and any other identifying information provided by the applicant to ensure the record belongs to the applicant. If the information in the CORI record provided does not exactly match the identification information provided by the applicant, a determination is to be made by the individual authorized to make such determinations based on a comparison of the CORI record and documents provided by the applicant.

6. Inquiring about Criminal History

In connection with any decision regarding employment, volunteer opportunities, housing, or professional licensing, the subject shall be provided with a copy of the criminal history record, whether obtained from the DCJIS or from any other source,

prior to questioning the subject about his or her criminal history. The source(s) of the criminal history record will also be disclosed to the subject.

7. Determining Suitability

If a determination is made, based on the information as provided in Section 5 of this policy, that the criminal record belongs to the subject, and the subject does not dispute the record's accuracy, then the determination of suitability for the position, license, or housing will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to, the following:

- a) Relevance of the record to the position sought;
- b) The nature of the work to be performed;
- c) Time since the conviction;
- d) Age of the candidate at the time of the offense;
- e) Seriousness and specific circumstances of the offense;
- f) The number of offenses;
- g) Whether the applicant has pending charges;
- h) Any relevant evidence of rehabilitation or lack thereof; and
- i) Any other relevant information, including information submitted by the candidate or requested by the organization. The applicant is to be notified of the decision and the basis for it in a timely manner.

8. Adverse Decisions based on CORI

If an authorized official is inclined to make an adverse decision based on the results of a criminal history background check, the applicant will be notified immediately. The subject shall be provided with a copy of the organization's CORI policy and a copy of the criminal history. The source(s) of the criminal history will also be revealed. The subject will then be provided with an opportunity to dispute the accuracy of the CORI record. Subjects shall also be provided a copy of DCJIS' *Information Concerning the Process for Correcting a Criminal Record*.

9. Secondary Dissemination Logs

All CORI obtained from the DCJIS is confidential and can only be disseminated as authorized by law and regulation. A central secondary dissemination log shall be

used to record *any* dissemination of CORI outside this organization, including dissemination at the request of the subject.

10. Implementation and Employee Responsibility

All employees of the Town of Ayer will be subject to a CORI check. If a CORI check conducted on a current employee determines that said employee is unfit to perform his or her duties based upon information that bear directly on his or her specific position, the employee may be subject to discipline up to and including termination.

Employees shall inform their Department Head of any arrest or criminal complaint within 24 hours or the first work day following the event, whichever is earlier, after their initial CORI check is executed by the Town of Ayer.

Approved by: _____

Board of Selectmen

Date: _____

Criminal Offender Record Information (CORI) Policy

This acknowledges that I have received and reviewed the Town of Ayer Criminal Offender Record Information (CORI) Policy ("Policy"). As an Administrator authorized to conduct criminal history background checks, review CORI information, or have any access to CORI information I will review and comply with the educational training materials regarding CORI laws and regulations made available by the DCJIS. By signing this form, I agree to abide by the CORI process as defined by the DCJIS, this Policy and any Guidelines promulgated thereunder, and I agree to review periodically any changes or modifications. I recognize that CORI laws and the requirements associated with the CORI Policy may change and understand that my regular review of this Policy as it may be amended is required.

Print Name: _____

Signature: _____

Date: _____

To be included in employee's personnel file.



Town of Ayer
Policy Against Sexual and Unlawful Harassment

1. Introduction

It is the goal of Town of Ayer to promote a workplace that is free of sexual harassment or any other form of unlawful harassment or practice. Sexual or unlawful harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment will not be tolerated. Further, any retaliation against an individual who has complained about sexual or unlawful harassment or retaliation against individuals for cooperating with an investigation of a sexual or unlawful harassment complaint will not be tolerated. To achieve our goal of providing a workplace free from sexual or unlawful harassment, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with if encountered by employees.

Because the Town of Ayer takes allegations of harassment seriously, we will respond promptly to complaints of harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual or unlawful harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual or unlawful harassment. The Town recognizes the importance of an employee's right to work in a non-hostile environment regarding sexual and unlawful harassment and the Town of Ayer will take all reasonable actions to ensure that no employee be subjected to sexual or other unlawful harassment by a member of the public.

2. Definitions

Sexual Harassment

In Massachusetts, the legal definition for sexual harassment is this: "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

1. Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,
2. Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

1. Unwelcome sexual advances -- whether they involve physical touching or not;
2. Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
3. Displaying sexually suggestive objects, pictures, cartoons;
4. Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
5. Inquiries into one's sexual experiences; and,
6. Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this organization.

Unlawful Harassment or Practice

This policy shall include definitions of unlawful practices as stated in guidelines issued by the United States Equal Employment Opportunity Commission in connection with Title VII of the Civil Rights Act of 1964 and Massachusetts General Laws, Chapter 151B, Section 1, and Title I of the Civil Rights Act of 1991. The Civil Rights Act of 1964 prohibits discrimination against any employee due to their race, color, religion, sex or national origin. Chapter 151B, Section 1 of the Massachusetts General Laws identifies as an unlawful practice and discrimination because of the race, color, religious creed, national origin, sex, sexual orientation, genetic information or ancestry of an employee. Harassment becomes unlawful where enduring the offensive conduct becomes a condition of continued employment of the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Employee

A person hired or authorized to perform work or carry out tasks, duties, or responsibilities for the

Town of Ayer, whether or not the person receives compensation for these activities. A Town board or committee member is an employee of the Town for the purpose of this policy. An independent contractor or any employee of any independent contractor shall not be considered an employee of the Town of Ayer for the purpose of this policy unless the independent contractor performs his/her work for the town in a work place controlled by the Town of Ayer under the supervision of a Town employee, office, board or committee.

Work Place

Any office, building, facility, vehicle, indoor or outdoor area under the control of the Town of Ayer in which any employee is expected or required to carry out the functions of their position.

Supervisor

The person, board, committee, or commission to whom an Employee reports or is responsible for the performance of his/her assigned duties on a daily basis.

3. Complaints of Sexual or Unlawful Harassment

If any of our employees believes that he or she has been subjected to sexual or unlawful harassment, the employee has the right to file a complaint with our organization. Details of the incident or conduct should be documented in writing, however, notification may be made verbally.

An employee may file a complaint by contacting:

- Assistant to the Town Administrator, One Main St., Ayer, MA 01432, 978-772-8220, ATA@ayer.ma.us
- Benefits and Payroll Manager, One Main St., Ayer, MA 01432, 978-772-8248, BPM@ayer.ma.us

These individuals are also available to discuss any concerns you may have and to provide information to you about our policy on sexual or unlawful harassment and our complaint process.

4. Sexual or Unlawful Harassment Investigation

When we receive a complaint we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed sexual or unlawful harassment. When we have completed our investigation, we will, to the extent appropriate inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action.

5. Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action as are deemed appropriate under the circumstances.

6. State and Federal Remedies

In addition to the above, if you believe you have been subjected to sexual or unlawful harassment, you may file a formal complaint with either or both of the government agencies listed below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

The United States Equal Employment Opportunity Commission (EEOC)
John F. Kennedy Federal Building
475 Government Center
Boston, MA 02203
Phone: 1-800-669-4000

The Massachusetts Commission against Discrimination (MCAD)
One Ashburton Place
Sixth Floor, Room 601
Boston, MA 02108
Phone: 617-994-6000

7. Compliance and Training

The Town will provide regular training to employees and supervisors on the Prevention of Sexual and Unlawful Harassment. Each employee is responsible to make every effort to create and maintain a work environment that is free from sexual and unlawful harassment and encourage fellow employees to report violations of this policy to their Supervisor or either of the contacts listed in paragraph 3.

Gary J. Luca, Chair

Christopher R. Hillman, Vice-Chair

Janice L. Livingston, Clerk

TOWN OF AYER
BOARD OF SELECTMEN

Date: _____

Policy Against Sexual and Unlawful Harassment

This acknowledges that I have received and reviewed the Town of Ayer Policy Against Sexual and Unlawful Harassment (“Policy”). By signing this form, I agree to abide by the Policy and any Guidelines promulgated thereunder, and I agree to review periodically any changes or modifications. I recognize that the law and associated Policy Against Sexual and Unlawful Harassment is evolving, and understand that my regular review of this Policy as it may be amended is required.

Print Name: _____

Signature: _____

Date: _____

To be included in employee’s personnel file.

DRAFT



AYER POLICE DEPARTMENT

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



William A. Murray
Chief of Police


MEMORANDUM

To: Board of Selectmen
From: Chief William A. Murray
CC: TA Pontbriand, file
Date: May 19, 2016
Re: Records Clerk

A handwritten signature in black ink, appearing to be "W.A. Murray", enclosed in a hand-drawn oval.

Please refer to the attached documentation. I am respectfully requesting that **Heather Sherry** be appointed as the full-time Records Clerk for the Police Department effective July 1, 2016. Per my attached March 30, 2016 memo to the Board this was an expected appointment request. I am happy to relate that Heather's performance in the part-time position has been so impressive as to make her the obvious choice for this position.

Memo

To: Chief Murray
From: Amanda Belliveau 
cc:
Date: May 18, 2016
Re: Heather Sherry, Records Clerk

Dear Chief,

I would like to recommend Heather Sherry, as the department Records Clerk, be given full-time employee status.

In her short time with the department, working only part-time hours, she has proven to be an invaluable asset. With her now staffed in the Records bureau, even on a part-time basis, some of the work that had previously been transferred to other departments is now moved back, appropriately, to the Records bureau, relieving unnecessary tasks from the dispatchers, the detective bureau and the administrative office.

In doing research, entering information and processing and filing necessary paperwork for court and dispositions, she has alleviated some of the administrative workload from the respective departments. Now that she has been trained in records retention and dissemination, she has created a much needed system of organization that has facilitated efficiency to the Records bureau and a consistently faster processing time for records requests.

I believe that by adding her to a full-time status she would be able to further assist the department, as she has great potential to do much more, and that as a part-time employee we are not able to fully utilize her experience and knowledge.

Thank you,

- Amanda



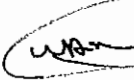
AYER POLICE DEPARTMENT

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



William A. Murray
Chief of Police

MEMORANDUM

To: Board of Selectmen
From: Chief William A. Murray 
CC: TA Pontbriand, file
Date: March 30, 2016
Re: Part-time Records Clerk Appointment

I respectfully request that the Board of Selectmen appoint Heather Sherry to the position of Records Clerk in the Police Department. The position is currently part-time, 19 hours/week, with an expectation that it will go full-time July 1, 2016. I am further requesting that the Board set the grade and step at Grade 3, Step 3.

Heather is a resident of Ayer and wife to APD Dispatcher and AFD On-Call Fireman Christopher Herrstrom. She holds a BS in Business and has worked in office settings supporting municipalities as well as being a manager at the former Kleenit Cleaners. Heather has a proven track record of proficiency in office settings that includes good organizational and customer service skills. She was vetted from a fine group of candidates by Lt. Gill and Officer Manager Amanda Belliveau and should be a good addition to the Police Department's administrative staff.



AYER POLICE DEPARTMENT

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



William A. Murray
Chief of Police

MEMORANDUM

To: Board of Selectmen
From: Chief William A. Murray
CC: TA Pontbriand, file
Date: May 20, 2016
Re: Cailey McCarthy

A handwritten signature in black ink, appearing to read "W.A. Murray", enclosed within a hand-drawn oval.

On May 9, 2016 Town Meeting voted to approve the addition of two (2) Public Safety Dispatchers to the current force. I am respectfully requesting that the Board appoint, effective July 1, 2016, Cailey McCarthy to one of these full-time positions. The Board may recall that it appointed Cailey to the part-time position on June 2, 2015, please see attached documentation. Since that time we have been amazed at her performance and would highlight her professionalism and manner as a model for others to follow. I have consulted with Fire Chief Pedrazzi and he concurs with this recommendation. Should the Board approve I recommend they consider that Cailey will have been employed with the Town for over a year at Step 1 and with this appointment she be moved to Step 2.

Memo

To: Chief William Murray
From: Lieutenant Brian Gill
Date: 6/1/2015
Re: Part Time & Per Diem Dispatcher Recommendations

Chief,

As you know, in March of 2015 we advertised locally to fill the positions of one Part Time Dispatcher and at least one Per Diem Dispatcher, adding that we would be willing to train the appropriate candidates. We received sixteen applications, and interviewed seven who were from the local area.

During the interview process two candidates rose to the top quickly. One applicant interviewed for the Part Time position, the other for the Per Diem position. Both candidates are Ayer residents and are already trained and certified in Emergency Medical Dispatch / 911; they each successfully passed a pre-employment background investigation and were *recommended with confidence* by the investigators. I am confidently submitting the following two candidates for consideration for employment:

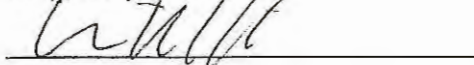
1) Cailey McCarthy – Part Time Dispatcher

Cailey has lived at 16 Grosvenor St in Ayer since 2009 and is a self-employed court transcriptionist and is training on a part time basis with the Lynn Fire Department as a Fire Dispatcher. She was previously employed by the Commonwealth of Massachusetts, Massachusetts State Police Crime Lab as a case management representative. Cailey has a Bachelor's of Science Degree from Salem State College. She has all the requirements necessary to be a dispatcher in the Commonwealth of Massachusetts, and would only need EMD "bridge" training (APCO to PowerPhone) and Ayer PD hands on training.

2) William Reed – Per Diem Dispatcher

William has lived in Ayer since 2007 and at his current residence of 71 Willard St since 2012. He has been employed as a full time dispatcher with the Town of Wayland since 2013. William was in the Army / ARNG for 16 years and is a Veteran who served during Operation Enduring Freedom. William has an Associate's Degree in Criminal Justice from Mount Wachusett Community College. He has all the requirements necessary to be a dispatcher in the Commonwealth of Massachusetts, and would only need Ayer PD hands on training.

Respectfully,



Lt. Brian Gill

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve a reserve fund transfer request in the amount of \$28,361 into account 01220-51300 for overtime expenses due to an off duty personnel job injury. **Motion passed 3-0.**

David Maher, Community and Economic Development Director: D. Maher gave the Board of Selectmen a brief economic development update on the important business projects in town and also showed upgrades he has made to the Economic and Community Development webpages, as well as the 4th of July Committee webpage.

Superintendent Mark Wetzel, Department of Public Works: M. Wetzel introduced David Nelson Jr. M. Wetzel is recommending D. Nelson, Jr. for the position of Wastewater Treatment Plant Operator.

Motion: A motion was made by G. Luca and seconded by C. Hillman to appoint David Nelson, Jr. to the position of Wastewater Treatment Plant Operator. **Motion passed 3-0.**

Discussion of Sewer Tie-In Intersection of Douglas Rd and Groton School Rd: G. Luca had previously inquired about the recently made Tie-In to the Town's sewer system at the intersection of Douglas and Groton School Roads. M. Wetzel stated that he was approached by David E. Ross Associates in October 2014 regarding connecting the property at 545 Farmers Row Groton to the Town's sewer. The property is half in Ayer and half in Groton. G. Luca stated that about 4 years previous a resident from Groton in that area asked to connect to the Town's sewer and was voted down by the Selectmen. G. Luca expressed the need for a policy as the Town's Water and Sewer Commissioners to vote on out-of-town applications wanting to connect to the Town's sewer and/or water system.

Motion: A motion was made by G. Luca and seconded by C. Hillman that any applications from outside the Town of Ayer looking to connect into the system come before the Board of Selectmen as the Water and Sewer Commissioners for consideration. **Motion passed 3-0.**

Appointment of Part-Time and Per Diem Dispatchers: Chief Murray introduced Cailey McCarthy and William Reed candidates for part-time dispatcher and per diem dispatcher respectively. Chief Murray listed qualifications for both candidates and is recommending them for appointment.

Motion: A motion was made by C. Hillman and seconded by G. Luca to appoint Cailey McCarthy as a part-time dispatcher and to appoint William Reed as per diem dispatcher per Chief Murray's recommendation. **Motion passed 3-0.**

BOS Goals and Objectives Discussion: J. Livingston continued discussion from the previous meeting relative to goals and objectives. She listed several topics for goals and objectives for the Board to consider at a future meeting, including: updating the nuisance bylaw, policy or guidelines on timeliness of implementing Town Meeting warrant articles, a policy/procedure on a standing operating procedure for snow removal for consideration in August/September. R. Pontbriand asked if the Board was still considering a bylaw relating to placement of signs. J. Livingston stated the Parks Commission is looking for the BOS to consider a policy on Ch. 61/61A related matters. She is concerned that the Parks Commission wanting to be notified within 3 business days is unrealistic. She also added that the Board of Selectmen will continue to follow the policy as outlined in the state statute. J. Livingston also added to the goals and objectives list the need to reach a PILOT agreement with Central Ave. Compassionate Care.

R. Pontbriand again outlined his previously submitted memo relative to his goals and objectives, which include: Comprehensive Plan, Executive Session Minutes System, completion of the non-union personnel compensation study, Town wide wellness program/MIIA rewards program, public records inventory/disposal, e-permitting, FY '17 budget process, 2015 Fall Town Meeting, Development of Land Use Department proposal.

RESERVE FUND TRANSFER REQUEST

Section I (Completed by Elected Official or Department Head)

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

1 Amount requested: \$10,000.00

2 To be transferred to:

A. Account Name: Ambulance Enterprise

B. Account #: 64220

3 Present balance in budget \$1,551.88

4 The amount requested will be used for (please attach supporting information):
64220-5300 Services - \$7,000. Pay remaining bills Coastal, Region II EMS assessment, & monthly services.
64220-55000 Medical Supplies- \$3,000 Purchase essential supplies if required

5 The expense is extraordinary or unforeseen for the following reason(s):
Repairs on A-1 this FY totaled \$7,695. The Coastal billing fee up due to more revenue. The change in EMT registration produced a need for additional classes this year at a cost of 2700. Rising cost of drugs, and changes in what is required.

May 31, 2016
Date

 **COPY**


Elected Official or Department Head

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

Transfer Approved: YES NO

Amount Approved: _____

Date of Meeting: _____

Number Present/Voting _____
 **COPY**


Chairman

Section III Action by Finance Committee

Transfer Approved: YES NO

Amount Approved: _____

Date of Meeting: _____

Number Present/Voting _____
 **COPY**

Chairman

RESERVE FUND TRANSFER REQUEST

Section I (Completed by Elected Official or Department Head)

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

- 1 Amount requested: \$16,161.00

- 2 To be transferred to:
 - A. Account Name: Fire Department
 - B. Account #: 01220 51100

- 3 Present balance in budget see attached spreadsheet

- 4 The amount requested will be used for (please attach supporting information):
Year end salaries

- 5 The expense is extraordinary or unforeseen for the following reason(s):
53 week year with not enough salaries encumbered from previous years
Long term off the job injury requiring sick time use and backfill at overtime
Long term on the job injury requiring backfill at overtime

June 1, 2016
Date

 **COPY**

Elected Official or Department Head

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

Transfer Approved: YES NO

Amount Approved: _____

Date of Meeting: _____

Number Present/Voting _____

 **COPY**

Chairman


Section III Action by Finance Committee

Transfer Approved: YES NO

Amount Approved: _____

Date of Meeting: _____

Number Present/Voting _____

 **COPY**

Chairman

DEPARTMENT OF PUBLIC WORKS

Mark L. Wetzel, P.E., Superintendent
Daniel Vas Schalkwyk, P.E. Town Engineer
Pamela J. Martin, Business Manager



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

MEMORANDUM

Date: June 1, 2016
To: Board of Selectmen
From: Mark Wetzel, P.E. Superintendent of Public Works
Subject: **June 7th Meeting Agenda Items**

1. **Complete Streets Prioritization Plan Grant** – Ayer has received a grant from MassDOT to prepare a Complete Streets Prioritization Plan. This is the next step in the Complete Streets Program. The grant is for \$49,758 and will be used to engage a consultant to work with a Town workgroup to prepare a detailed plan / program. Attached is the scope of the project and the MassDOT contract, for execution by the Chairman.
2. **Pleasant Street Construction Inspection Contract Amendment** – Attached is a contract amendment for GPR Engineering to provide engineering inspection for the Pleasant Street Reconstruction project. The Amendment is not to exceed \$35,000 and will be paid for from the DPW Inspection Revolving Fund. Amendment is for signature by the Chairman.
3. **Sewer System Connection Fee** - The DPW has reviewed water and sewer related fees. The current sewer connection fee is \$1,500 per connection. I have calculated the current costs required to provide the collection system, pumping and treatment capacity for a 3-bedroom house. Based on Massachusetts Title 5, a 3-bedroom house has a sewer usage of 330 gpd usage. Connection fees will be based on the calculated usage (using Title 5), with 330 gpd as the equivalent residential unit (ERU). Based on my calculations, I recommend that the sewer connect fee be increased to \$4,800 per ERU.
4. **Senior Water and Sewer Bill Discount Policy** - Attached is the draft Senior Citizen Water & Sewer Bill Discount Policy. This will be reviewed at the Water & Sewer Rate Committee Meeting on June 6 with a recommendation to the Board for implementation.

MASSDOT STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract.

CONTRACTOR LEGAL NAME: Town of Ayer (and d/b/a):	DEPARTMENT NAME: Massachusetts Department of Transportation MMARS Department Code: DOT
Legal Address: (W-9, W-4, T&C): 1 Main Street, Ayer, MA 01432	Business Mailing Address: 10 Park Plaza, Room 6340, Boston, MA 02116
Contract Manager: Mark L. Wetzel, P.E.	Billing Address (if different):
E-Mail: mwetzel@ayer.ma.us	Contract Manager: Michael Schwarz
Phone: (978) 772-8240 Fax: (978) 772-8244	E-Mail: Michael.J.schwartz@dot.state.ma.us
Contractor Vendor Code: VC6000191709	Phone: 857-368-9464 Fax:
Vendor Code Address ID (e.g. "AD001"): AD 001. (Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s): CT DOT 6433 INTF 00X0 2017 A 0094685 RFR/Procurement or Other ID Number: 00 96485
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following MassDOT TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> MassDOT Terms and Conditions	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ <u>49,750.64</u> .	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This Agreement (Number 94685) is between MassDOT and the Town of Ayer, who is participating in the Statewide Complete Streets Program. The funds in this agreement will be used for the Town of Ayer to develop a Complete Streets Prioritization Plan (Tier 2).	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>December 31, 2016</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions http://transnet/docs/ComApp/MassDOTTermsandConditions.doc , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	AUTHORIZING SIGNATURE FOR MassDOT: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____

MASSDOT STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the MassDOT [Terms and Conditions](#). If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the MassDOT [Terms and Conditions](#), which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on [COMMBUYS](#), the name of the Contract Manager must be included in the Contract on [COMMBUYS](#).

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the [MMARS Vendor Code](#) assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the [Vendor File and W-9s Policy](#) for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the [Bill Paying](#) and [Vendor File and W-9](#) policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the [three \(3\) letter MMARS Code](#) assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#), Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an [Individual Contractor](#), and when the planned Contract performance with an Individual has been classified using the [Employment Status Form](#) (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See [Amendments, Suspensions, and Termination Policy](#).)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget:** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

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posted.

MASSDOT TERMS AND CONDITIONS

The MassDOT [Terms and Conditions](#) has been executed by the Contractor and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s Policy](#).

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's and MassDOT's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, § 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth and MassDOT from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, §9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, §9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Contract Start Date](#)". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

Authorizing Signature For Department/Date: The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Start Date](#)". Rubber stamps, typed or other images are not acceptable. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretarial signoff, evidence of Secretarial signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

MassDOT and Contractor Ownership Rights. The Contractor certifies and agrees that MassDOT is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish rights to deliverables nor may Contractors sell products developed with MassDOT resources without just compensation. The Contract should detail all MassDOT deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment

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under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c. 30, § 39R](#); [G.L. c. 149, § 27C](#); [G.L. c. 149, § 44C](#); [G.L. c. 149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth and MassDOT from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26, § 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth and MassDOT have no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C, G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TJR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth/MassDOT data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth/MassDOT customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth/MassDOT and provide access to any information necessary for the Commonwealth/MassDOT to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11, Indemnification of the MassDOT Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth/MassDOT incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth/MassDOT as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's or MassDOT's right of recovery for personal injury or property damages or patent and copyright

MASSDOT STANDARD CONTRACT FORM



infringement under Section 11 nor the Commonwealth's/MassDOT's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's or MassDOT's use of contractor provided products or services, loss of Commonwealth or MassDOT's records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth or MassDOT. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's or MassDOT's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the MassDOT Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility located in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the MassDOT even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing MassDOT may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, MassDOT and the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth/MassDOT. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth and MassDOT may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of MassDOT's [Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to [G.L. c. 93H](#) and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)), [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Scope of Services

A. Establish Complete Streets Inventory Database and Mapping

1. WORLDTECH will compile existing data available from the TOWN, including GIS data, Town plans and reports, regional plans, and other related data including, but not be limited to, the following information:
 - Capital Improvement Plan
 - Network Gap Analysis (Bicycle, Pedestrian, & Transit)
 - Roadway Maintenance / Pavement Management Plan
 - Private Development Projects
 - ADA Assessments
 - Bicycle and Pedestrian Assessments
 - Local and regional Open Space Plans
2. Verify and update the TOWN's existing wheelchair ramp, crosswalk and sidewalk inventory GIS database.
3. A layer will be created to map key pedestrian / bicycle / transit generators in the TOWN. This layer is anticipated to include, at a minimum:
 - Schools
 - Commercial centers
 - Transit stations
 - Public housing
 - Parks/recreational facilities / open space
4. Determine additional data needs to be determined to support development of the Complete Streets Project Prioritization Plan. Provide methodology used to gather this data.
5. Compile existing documentation from the TOWN including, but not limited to, existing reports, studies, capital plans, asset management data, maintenance plans, and other available information to aid in the identification of projects for consideration.
6. Prepare GIS maps showing existing pedestrian, bicycle, transit routes in town and connecting to adjacent towns and gaps in transit network

B. Field Inspection Program

1. WORLDTECH will field verify the location and condition of sidewalks, bicycle routes, crosswalks and related infrastructure to ensure the inventory is up to date.
2. A GIS layer will be created to inventory wheelchair ramps and assess their condition and compliance with ADA. Based on a review of the TOWN's existing GIS Intersections layer, it is estimated that the TOWN has approximately 255 ramp

locations. GIS attributes related to location, condition, dimensions, slope, obstructions and ADA compliance will be collected.

3. A layer will be created to inventory marked crosswalks and assess their condition and compliance with ADA and the MUTCD. GIS attribute fields will include location, dimensions, type, markings, traffic control/ signage, condition, obstructions, MUTCD compliance.
4. Locations of transit network gaps and obstacle to implementing Complete Streets concepts at the locations.

C. Evaluation and Recommendations Report

1. Identify potential Complete Streets projects considering network gaps, pedestrian generators, roadway improvement projects, capital plans, private developments, stakeholder input and other related projects.
2. Develop evaluation criteria for project selection and project prioritization including costs and potential funding sources.
3. Evaluate and rank each potential project based on the criteria developed in C.2. Preliminary project cost estimates will be prepared as well as an estimate of the construction duration for each potential project listed in the plan.
4. Prepare a Complete Streets Project Prioritization Plan Project Prioritization Plan utilizing MassDOT's template that identifies at a minimum a **5-year prioritization plan** with up to at a minimum **15 potential projects** that focus on addressing the following Complete Street's needs:
 - Safety: Addresses high crash locations, reduces vehicular speeds, etc.
 - ADA accessibility: wheelchair ramps added, etc.
 - Pedestrian safety or mobility: New/improved crosswalks, sidewalks/paths, pedestrian signals, etc.
 - Bicycle safety or mobility: New bike lanes, wider shoulders, signal accommodation, bicycle parking, etc.
 - Transit operations and access: Enhanced stop amenities, queue jump lanes, stop consolidation, etc.
 - Vehicular operations
 - Freight operations
5. Consistent with the MassDOT Complete Streets Prioritization Plan template, the Complete Streets Prioritization Plan will include:
 - Preparation of preliminary project estimates to assist with programming construction funds.
 - Preparation of estimated construction duration/schedules to assist with identifying Projects that can meet fiscal year deadlines.

6. The final deliverables for this task will include a bound report that summarizes the findings of the program and proposed prioritization plan. Up to three (3) bound copies of the final report will be provided to the TOWN. Ramp inventory data will be provided in Microsoft Access personal geodatabase (MDB) and ArcMap GIS project file (MXD) formats so the TOWN can periodically update them once the work is accepted.
7. WorldTech will provide an accessible electronic copy of the Prioritization Plan.

D. Stakeholder Involvement and Public Workshops

1. WORLDTECH will meet with stakeholders, including TOWN committees and working groups, to identify community needs and to establish the goals of the Complete Streets Prioritization Plan.
2. Attendance at four (4) internal workshops with Town departments to identify needs and priorities. Workshops will be held with Town of Ayer Department of Public Works, Planning Board, Parks Department, Open Space and Recreation Plan Committee, Planning Board and the Police Department.
3. Attendance at three (3) public workshops is anticipated as follows:
 - a. One (1) public workshop prior to beginning the Field Inspection Program. WORLDTECH and the TOWN will present existing baseline data previously collected. Community input will be solicited to identify the TOWN's primary needs and to identify key multi-modal transportation generators not included in Section A.
 - b. A second public workshop will be held following completion of the Field Inspection Program described in Section B. WORLDTECH and the TOWN will present the findings of the Field Inspection Program, focusing on existing infrastructure in poor condition and/or out of compliance with applicable State and Federal standards, and on critical gaps in the pedestrian and bicycle transportation network. A list of potential projects will be presented to stakeholders, who will be asked for input on prioritization through a weighted scoring system.
 - c. A final public workshop will be held to present the draft Complete Streets Capital Improvement Plan for feedback and refinement.



Goldsmith, Prest & Ringwall, Inc.
39 Main Street, Suite 301
Ayer, MA 01432
(978) 772-1590

Project No.: 141007
Addendum No.: 1A
Date Requested: 5/19/2016

Scope of Work:

Task 3: Construction Administration - Part Time

GPR will provide a staff level engineer to be on the site to perform the Scope described below, for four (4) hours each day the Contractor is working. The staff level engineer will be supervised by a licensed professional engineer for approximately one (1) hour per day.

- 1. Perform daily site observations to view the methods and materials being used by the Contractor to determine if they conform to the plans.
2. Prepare site observation reports and submit them to the Owner.
3. Respond to Request for Information (RFI) and routine questions from the Contractor and coordinate responses with the Owner.
4. Review and make recommendations on Submittals.
5. Review and make recommendations on Requests for Payment.
6. Review and make recommendations on Change Order Requests.
7. Attend project meetings.

Fee: \$500.00 per day

Additional Services and on-site observations/meetings to be billed at \$85.00/hour (staff engineer) and \$160.00/hour (professional engineer). Approximate project length = 12 weeks. Total Fee under this Contract not to exceed \$35,000.00 without the approval of the owner.

This Addendum is subject to the Terms and Conditions issued with the Professional Services Agreement.

COMPANY: [Signature] Date: 5/23/2016
authorized endorser

CLIENT ACKNOWLEDGEMENT AND AUTHORIZATION OF SCOPE OF WORK

CLIENT: _____ Date: _____
(print and sign name)

FOR GPR USE ONLY
Project No.: _____
TASK: _____ PHASE: _____
Received By/Date: _____
Description: _____

DEPARTMENT OF PUBLIC WORKS

Mark L. Wetzel, P.E., Superintendent
Dan Van Schalkwyk, P.E. Town Engineer
Pamela J. Martin, Business Manager

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

Senior Citizen Water & Sewer Bill Discount Policy

The Senior Citizen Water and Sewer Bill Discount entitles seniors aged 65 or over, residing in their own residence with separate metered water service for that residential unit, a 10 percent discount on the Town of Ayer water and sewer bill. This discount provides substantial savings to seniors.

The discount is available on your quarterly bill for water and sewer use for the first 3000 cubic feet. Usage over 3000 cubic feet and usage on an irrigation meter is not eligible for the discount.

To be eligible for the discount you must meet the following criteria:

- You must be 65 years of age or older
- You must be the owner of the property
- You must occupy the property as your principal place of residence
- The property must have a separate water meter
- The property must be classified as a single-family dwelling or condominium

If you meet all the above criteria and wish to apply, you must submit a Senior Water & Sewer Bill Discount Application. The form must be completed in its entirety and submitted with all supporting documentation. The application must be renewed on an annual (calendar year) basis.

If your application for the discount is denied due to ineligible property classification, you may appeal this decision by re-submitting your application along with documentary proof that the property is a single-family dwelling or condominium. When such documentation is received, your account will be updated to reflect the correct classification.

If the conditions under which you submit your application change, you are required to make the DPW aware of these changes to determine if the discount still applies. If it is determined that the discount was approved under false pretenses, you may be liable for any previously waived charges as well as any applicable penalties or fines. The Town of Ayer reserves the right to request recertification of the discount periodically.

For more information on the Senior Water & Sewer Bill Discount program, please contact the Ayer Department of Public Works, 25 Brook Street, 978-772-8240.

TOWN OF AYER
Department of Public Works
25 Brook Street
Ayer, MA 01432
Tel: 978-772-8240 Fax: 978-772-8244
www.ayer.ma.us



APPLICATION FOR WATER AND SEWER BILL DISCOUNT PROGRAM

PLEASE COMPLETE ALL SECTIONS FULLY (KINDLY PRINT)

Date: _____

New Application: Yes No

Name of Applicant/Property Owner: _____

Date of Birth: _____ (ID required, license or birth certificate)

Applicant's Place of Residence: _____

Telephone No.: _____

Signature of Applicant: _____

Your application must include the following:

- **Proof of Ownership:** A copy of the real estate tax bill with the owner(s) name must be provided. If the property is in a trust, a copy of the trust must be submitted. The owner(s) applying for this discount must be listed on the trust to be considered eligible.
- **Proof of Residence:** Provide a copy of a driver's license or other document showing proof that you reside at the location.
- **Proof of Age (65 years old or older):** A copy of driver's license or birth certificate is required for Senior Discount

If you need assistance with this application please call the Department of Public Works office at 978-772-8240.

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: June 3, 2016

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: Town Administrator's Report for the June 7, 2016 Ayer Board of Selectmen Meeting

Dear Honorable Selectmen,

I offer the following Town Administrator's Report for your June 7, 2016 Board Meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

Administrative Update:

- I will offer a brief Administrative Update on the various activities, projects, issues, and updates of the Administration since the last Board Meeting of May 17, 2016.

Depot Square Update:

- I will offer a brief update on the Depot Square property acquisition and next steps pertaining to the property as well as the overall Ayer Commuter Rail Surface Parking Lot and Access Improvement Project.

Chapter 61 Nashua Street Extension Discussion:

- With the receipt of formal notice from the developer on May 24, 2016 of his intent to convert Chapter 61 land located within the Nashua Street Extension to residential use; the BOS should discuss the process and its intent. To facilitate this discussion, attached are the following documents: 1.) The official notice from the Developer dated May 24, 2016; 2.) Legal Opinion from Town Counsel; and 3.) A copy of the Town's Policy. (See Attached).

Disposition of Former Fire Station Recommendation:

- With the successful removal of the underground fuel tank and no contamination, I am respectfully recommending that the BOS authorize the Town Administrator and Economic Development Director to proceed with issuing a new RFP for the disposition of the Fire Station Property in accordance with MGL and as previously authorized by Town Meeting. Additionally, upon an internal review of the building by Town Departments, the building has been deemed not to be adequate for municipal storage and/or municipal use without considerable financial investment. The intent of the RFP will be to return to the building to the tax rolls with a private developer that will take into consideration the historic significance of the central portion of the structure.

Appointments Part 1 of 2:

- Attached is Part 1 of the annual appointments/reappointments by the BOS. Part 2 will be conducted at the June 21, 2016 BOS Meeting. (See Attached).

111F Medical Payment – UDAG Authorization

- With the official medical retirement of the 111F Police Officer, the remaining balance of medical expenses that the Town of Ayer is legally responsible for is: \$55,763.04.
- In consultation with the Town Accountant there is a total of \$33,166.36 remaining in the account for these expenses. With no other appropriation source available to pay the balance of \$22,596.68, I am respectfully requesting that the BOS authorize up to \$25,000 from the UDAG Unrestricted Funds to be used to pay this outstanding balance with funds to be reimbursed from available funds at a future Town Meeting.
 1. \$55,763.04 Brigham and Womens Final Bill (111F knee surgery and hospital bills)
 2. \$33,166.36 Remaining in Account
 3. \$22,596.68 Outstanding Balance Owed
- This will conclude the Town’s legal and financial obligations with respect to this 111F medical case.

Town Counsel Reserve Fund Transfer:

- I am respectfully requesting BOS approval of the attached Reserve Fund Transfer in the amount of \$47,675.00 to cover the FY 2017 Town Counsel Legal Services account. As the BOS is aware there was considerable, unexpected legal/appraisal costs associated with the recent eminent domain taking for the Depot Square Access Property and Advocates Building.
- The following is the breakdown for the Town Counsel RFT:
 1. May 2016 Bill: \$10,000 (estimated by Town Counsel)
 2. Eminent Domain: \$19,675 (appraisal/legal work)
 3. June 2016 Bill: \$10,000 (estimated by Town Administrator)
 4. Contingency: \$5,000 (contingency)

TOTAL: _____ \$47,675
- Please see the attached RFT. (See Attached).

COG Master Plan Contract:

- Attached is the Master Plan Contract between the Town of Ayer and COG (Community Opportunities Group) in the total amount of \$100,000 for the Ayer Master Plan. Funding was authorized by the May 2016 ATM in the amount of \$100,000. The contract was procured in accordance with MGL Chapter 30B with an RFP issued and reviewed by the Master Plan Committee. The BOS is respectfully requested to authorize the contract. (See Attached)

Thank you.

Attachment(s).

RECEIVED
MAY 24 2016

Law Office of Thomas A. Gibbons, PC.

Thomas A. Gibbons, Esq.
tgibbons@tgibbonslaw.com
Licensed to practice in MA & NH

www.tgibbonslaw.com
21 Park Street
Ayer, MA 01432

TOWN OF AYER
SELECTMEN'S OFFICE
Victoria Horan, Esq.
vhoran@tgibbonslaw.com
Licensed to practice in MA & NH

Telephone: 978-772-2284
GENERAL FAX: 978-772-0802

Tracey B. Harding, Esq., Esq.
tharding@tgibbonslaw.com
Licensed to practice in MA

May 24, 2016

VIA IN HAND

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

VIA IN HAND

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

VIA IN HAND

Conservation Commission
Town of Ayer
1 Main Street
Ayer, MA 01432

VIA IN HAND

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

**VIA CERTIFIED MAIL
9414 7118 9956 3200 6714 61**

Department of Conservation and Recreation
Leo Roy, Commissioner
Attn: State Forester
251 Causeway Street, Suite 90
Boston, MA 02114

**NOTICE OF INTENT TO CONVERT TO RESIDENTIAL USE
PURSUANT TO MASSACHUSETTS GENERAL LAWS, CHAPTER 61**

Dear Honorable Board Members:

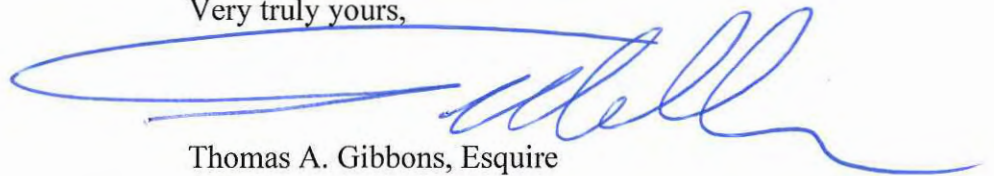
Please be advised that this office represents Calvin E. Moore, Trustee of the Cowfield Realty Trust II, under a declaration of trust dated October 26, 2014, said trust being recorded with the Middlesex South Registry of Deeds at Book 64526, Page 571. This letter is to serve as Notice that Calvin E. Moore, Trustee of the Cowfield Realty Trust II, of 39 Main Street, Suite

204, Ayer, Massachusetts and who can be reached through the care of the Law Office of Thomas A. Gibbons, P.C. at (978) 772-2284, intends to convert for a single family residential development of land shown on a plan entitled "Definitive Subdivision Plans, Lotting Plan, Nashua Street Extension, Ayer, MA, Owner: Molumco Development, 39 Main Street, Suite 204, Ayer, MA 01432" prepared by Goldsmith, Prest & Ringwall, Inc. dated March, 2014 showing 8 lots and recorded with the Middlesex South Registry of Deeds as Plan 249 of Book 2016 of which a portion thereof is classified under Massachusetts General Laws Chapter 61. The portion in Chapter 61 is Town of Ayer Assessor's Parcel 10, Map 13. Attached hereto as Exhibit A is a copy of said plan.

Pursuant to Massachusetts General Laws, Chapter 61, Section 8, the Town of Ayer has the option of purchasing "the land at full and fair market value to be determined by an impartial appraisal performed by a certified appraiser hired at the expense of the municipality or its assignee, the original appraisal to be completed and delivered to the landowner within 30 days" from the date of the mailing of this Notice. Calvin E. Moore, Trustee, respectfully requests that if the Town of Ayer, acting by and through its Board of Selectmen, decides that it will not exercise its option, and that decision is made prior to the expiration of the thirty (30) day appraisal period, that it please notify Attorney Thomas A. Gibbons of said decision so that the Trust may complete the conversion in a more expeditious fashion.

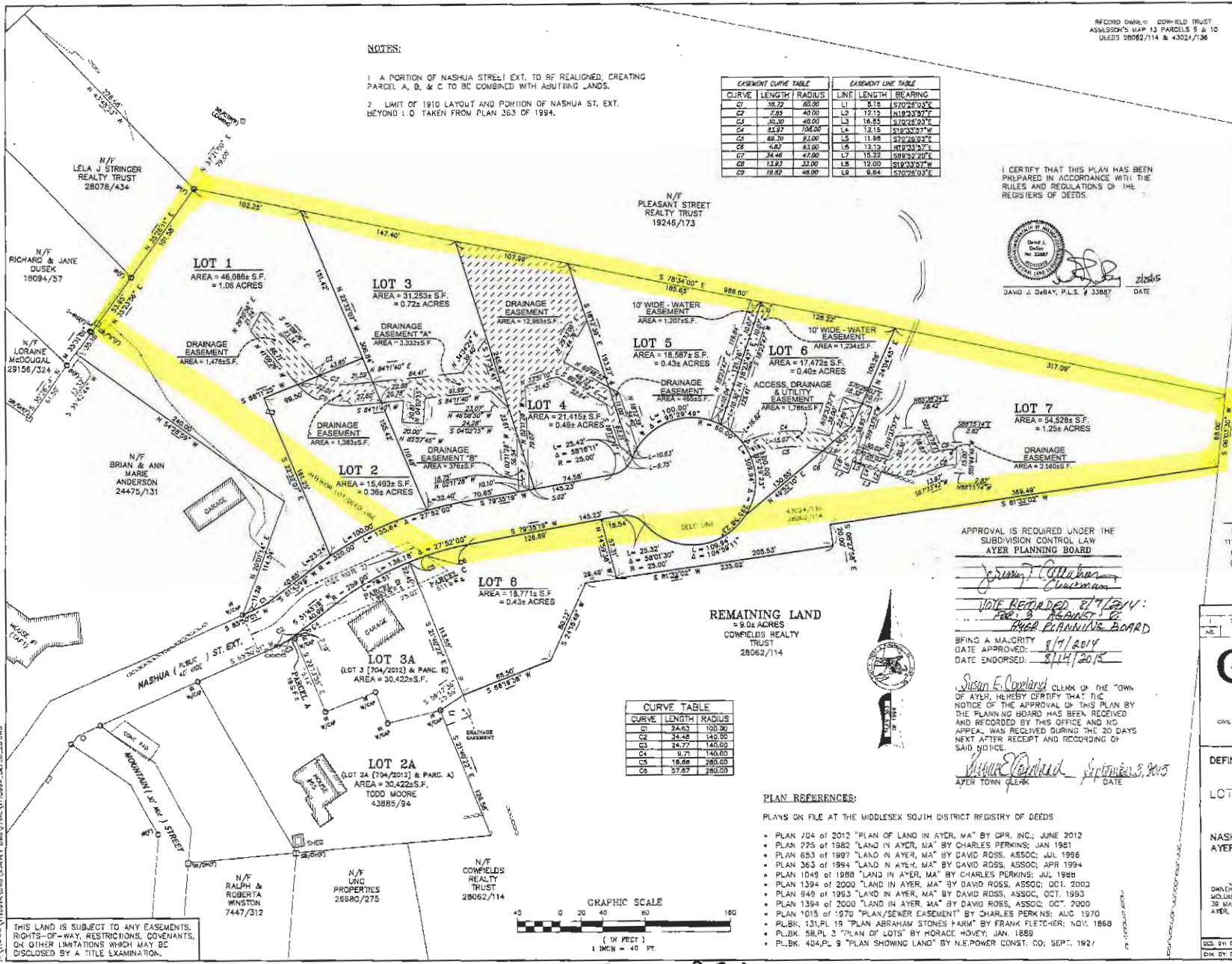
If you have any questions or concerns regarding this matter, please do not hesitate to contact me at the above address and phone number.

Very truly yours,



Thomas A. Gibbons, Esquire

TAG/tbh
Enclosures

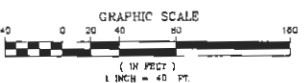


NOTES:

1. A PORTION OF NASHUA STREET EXT. TO BE REALIGNED, CREATING PARCELS A, B, & C TO BE COMBINED WITH ADJUTING LANDS.
2. LIMIT OF 1910 LAYOUT AND PORTION OF NASHUA ST. EXT. BEYOND 1:0 TAKEN FROM PLAN 363 OF 1994.

EASEMENT CURVE TABLE			EASEMENT LINE TABLE		
CURVE	LENGTH	RADIUS	LINE	LENGTH	BEARING
C1	38.22	60.00	L1	8.15	S70°28'00"E
C2	2.89	47.00	L2	12.13	N10°33'30"E
C3	30.89	40.00	L3	16.93	S10°00'00"E
C4	44.87	700.00	L4	12.13	S10°33'30"W
C5	68.39	21.00	L5	11.95	S72°48'00"E
C6	4.87	81.00	L6	12.13	N10°33'30"E
C7	34.48	47.00	L7	15.32	S88°22'20"E
C8	13.93	33.00	L8	12.00	S10°33'30"W
C9	19.82	48.00	L9	9.84	S70°28'00"E

CURVE TABLE		
CURVE	LENGTH	RADIUS
C1	24.63	100.00
C2	34.48	140.00
C3	14.77	140.00
C4	9.71	140.00
C5	18.88	280.00
C6	57.87	280.00



RECORD DRAWING: CORFIELD TRUST
 ASSHURER'S MAP 13 PARCELS 9 & 10
 DEEDS 28062/114 & 4305/136

Middlesex Registry of Deeds
 Southern District
 Cambridge, Massachusetts
 Plan No. 249 of 2010
 Recd. 3/24/2010

JOB NO. 1110111

Attest
[Signature]
 Registrar

FOR REGISTRY USE ONLY



ZONING CLASSIFICATION

ZONING DISTRICT..... Res A-2
 AREA..... 12,000 S.F.
 CONTINUOUS FRONTAGE.....100'

MINIMUM (FRONT).....20'
 YARD (SIDE).....15'
 DIMENSIONS (REAR).....25'

N/F MARVIN SILVER & DENNIS M. CERAM 30854/128

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.



DAVID J. DEBAY, P.L.S. # 33887 DATE

APPROVAL IS REQUIRED UNDER THE SUBDIVISION CONTROL LAW AYER PLANNING BOARD

[Signature]
 Chairman
 VOTE RECORDED 8/17/2014
 PAGE 2 OF 2
 AYER PLANNING BOARD
 BRING A MAJORITY
 DATE APPROVED: 8/17/2014
 DATE ENDORSED: 8/14/2015

[Signature]
 Susan E. Cleveland, CLERK OF THE TOWN OF AYER, HEREBY CERTIFY THAT THE NOTICE OF THE APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED BY THIS OFFICE AND NO APPEAL WAS RECEIVED DURING THE 20 DAYS NEXT AFTER RECEIPT AND RECORDING OF SAID NOTICE.
 DATE: 8/14/2015
 AYER TOWN CLERK

REMAINING LAND
 9.04 ACRES
 CORFIELD REALTY TRUST
 28062/114

PLAN REFERENCES:
 PLANS ON FILE AT THE MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS

- PLAN 704 OF 2012 "PLAN OF LAND IN AYER, MA" BY GPR, INC.; JUNE 2012
- PLAN 225 OF 1982 "LAND IN AYER, MA" BY CHARLES PERKINS; JAN 1981
- PLAN 653 OF 1997 "LAND IN AYER, MA" BY DAVID ROSS, ASSOC; JUL 1996
- PLAN 363 OF 1994 "LAND IN AYER, MA" BY DAVID ROSS, ASSOC; APR 1994
- PLAN 1049 OF 1980 "LAND IN AYER, MA" BY CHARLES PERKINS; JUL 1988
- PLAN 1394 OF 2000 "LAND IN AYER, MA" BY DAVID ROSS, ASSOC; OCT. 2000
- PLAN 949 OF 1993 "LAND IN AYER, MA" BY DAVID ROSS, ASSOC; OCT. 1993
- PLAN 1394 OF 2000 "LAND IN AYER, MA" BY DAVID ROSS, ASSOC; OCT. 2000
- PLAN 1015 OF '970 "PLAN/SEWER EASEMENT" BY CHARLES PERKINS; AUG 1970
- P.L.B. 131, P.L. 19 "PLAN ABRAHAM STONES FARM" BY FRANK FLETCHER; NOV. 1869
- P.L.B. 58, P.L. 3 "PLAN OF LOTS" BY HORACE HOVEY; JAN. 1889
- P.L.B. 404, P.L. 9 "PLAN SHOWING LAND" BY N.E. POWER CONST. CO.; SEPT. 1927

LEGEND

N/F NDR OR FORESET
 1111/111 BLDG FOOT/SPACE
 (F) FOUND
 (S) SET
 IP IRON/STEEL PIPE
 SB STONE FOUND

OTR CENTER
 DH DRILL HOLE
 P/R P/R/OO
 CI STONE BOUND
 DRILL HOLE
 STONE WALL

GPR Engineering Solutions for Land & Structures

GOLDSMITH, PREST & RINGWALL, INC.
 39 MAIN ST., SUITE 201, AYER, MA 01432
 CIVIL & STRUCTURAL ENGINEERING - LAND SURVEYING & LAND PLANNING
 VOICE 978.772.1540 FAX 978.772.1511
 www.gprinc.com

DEFINITIVE SUBDIVISION PLANS

LOTTING PLAN

NASHUA STREET EXTENSION
 AYER, MA

DRAWN: UNLIMITED DEVELOPMENT
 35 MAIN ST., SUITE 204
 AYER, MA 01432

DCL BY: 500 DATE: 4/4/2010 JOB: 11101099 C2.1
 CHK BY: 510

THIS LAND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS, OR OTHER LIMITATIONS WHICH MAY BE DISCLOSED BY A TITLE EXAMINATION.

249 OF 2010

Robert Pontbriand

From: Lee S. Smith <LSmith@k-plaw.com>
Sent: Thursday, June 02, 2016 5:23 PM
To: Robert Pontbriand
Cc: Carly Antonellis; Mark R. Reich
Subject: Nashua Street Extension; G.L. c. 61; Notice of Intent to Convert

Robert,

As you requested, I have reviewed the written Notice of Intent to Convert to Residential Use dated May 24, 2016, prepared by Attorney Thomas Gibbons pursuant to G.L. c. 61 on behalf of his client, Calvin E. Moore, Trustee of the Cowfield Realty Trust II, (the "Notice") for property you have referred to as the Nashua Street Extension. In my opinion, subject to the accuracy of the facts described below, the Notice complies with the requirements of G.L. c. 61, §8.

General Laws Chapter 61, Section 8 provides that "Land taxed under this chapter shall not be sold for, or converted to, residential, industrial or commercial use while so taxed or within 1 year after that time unless the city or town in which the land is located has been notified of the intent to sell for, or to convert to, that other use.... Any notice of intent to convert to other use shall be accompanied by (1) a statement of intent to convert, (2) a statement of proposed use of the land, (3) the location and acreage of land as shown on a map drawn at the scale of the assessors map in the city or town in which the land is situated, (4) the name, address and telephone number of the landowner and the landowner's attorney, if any. [Numerals added.] The notice of intent to sell or convert shall be sent by the landowner, by certified mail or hand-delivered, to the mayor and city council of a city, or board of selectmen of a town, and in the case of either a city or a town, to its board of assessors, to its planning board and conservation commission, if any, and to the state forester."

The Notice includes (1) a statement that the owner intends to convert the land later identified; (2) "for a single family residential development"; (3) the land is identified by reference to an attached copy of a Definitive Subdivision Lotting Plan dated March 5, 2014, showing 8 lots and the corresponding acreage that was recorded in the Middlesex South Registry of Deeds as Plan 249 of 2016 on March 24, 2016. The Notice further refers to the portion of land taxed under Chapter 61 as being shown on Assessor's Map 13, Parcel 10. The Notice also recites (4) the name, address and telephone number of the landowner (via his attorney, Mr. Gibbons).

In my opinion, the details provided in the Notice are sufficient to comply with the statutory requirements recited above. One could question whether the attached photocopy of the Lotting Plan is, in fact, a "map drawn at the scale of the assessors map", but in my opinion, whereas the Lotting Plan was approved and signed by the Ayer Planning Board, the Town has sufficient actual notice of the description and location of the property in question.

The copy of the Notice you provided me with shows that it was addressed to and delivered "IN HAND" to the Board of Selectmen (and date-stamped upon receipt), the Board of Assessors, the Planning Board, and the Conservation Commission. I will assume, unless you inform me otherwise, that such in-hand delivery was, in fact, also made to the Board of Assessors, the Planning Board, and the Conservation Commission. Notice to the state forester is shown to have been delivered via certified mail. Unless you are aware that such delivery

to each party was not actually made, it is my opinion that the delivery method provided by Attorney Gibbons is sufficient under the requirements of the statute. Please contact me if this is not the case.

You have also asked me to advise you as to what are the “next steps” in this process. In short, the Town has an option to purchase the property classified as forest land pursuant to Chapter 61 at its full and fair market value. The Town may (1) exercise its option to purchase, or (2) the Town may assign its option to purchase to an eligible entity (described below), or (3) the Town may elect to neither exercise nor assign its option to purchase the land. Note that the Definitive Subdivision Lotting Plan appears to include lots that are not classified as Chapter 61 forest lands. See also, Assessor’s Map 13, Parcel 11. Chapter 61 does not provide the Town with an option to purchase land outside of Chapter 61 classification.

Chapter 61, Section 8 provides that “In the case of intended or determined conversion not involving sale, the municipality shall have an option to purchase the land at full and fair market value to be determined by an impartial appraisal performed by a certified appraiser hired at the expense of the municipality or its assignee, the original appraisal to be completed and delivered to the landowner within 30 days after the notice of conversion to the municipality.”

The statute provides further that the Town may assign its option to purchase “to a nonprofit conservation organization or to the commonwealth or any of its political subdivisions” under terms and conditions that the Board of Selectmen may consider appropriate. The assignment must be for the purpose of maintaining no less than 70% of the land in use as forest land. Further, the assignee may not develop a greater proportion of the land than was proposed by the developer whose offer gave rise to the assignment. And, all land other than land that is to be developed must be subject to a permanent deed restriction.

More specifically, if the Town desires to consider purchasing the land, it must deliver an appraisal of the property to the landowner within 30 days of the Notice, which, based on the date stamp from the Selectmen’s Office shown on the Notice you have provided, is not later than June 23, 2016. If the Town provides the landowner with an appraisal on a timely basis and the landowner does not agree with the appraised valuation, the landowner will have the opportunity to obtain a second appraisal at his own expense within 60 days of the Notice (by July 23, 2016). If, following the Town’s receipt of the landowner’s appraisal, the parties cannot agree upon the price at which the Town will purchase the land, the parties shall contract with a third appraiser who shall deliver an appraisal to the parties within 90 days of the Notice (August 22, 2016) which appraisal shall determine the purchase price of the property to be paid by the Town or its assignee. Upon agreement as to the purchase price, the Town shall have 120 days to exercise its option to purchase. However, at any time during the appraisal process, the landowner may revoke the intent to convert the land without recourse to either party, in which case, the Town’s option to purchase the land would be extinguished.

If the Town is to exercise its option to purchase the land, it must first hold a public hearing on the matter. Following the public hearing, written notice of the exercise of the option to purchase must be signed by the Board of Selectmen, mailed to the landowner by certified mail accompanied by a proposed purchase and sale agreement between the Town and the landowner which, if executed, shall be fulfilled within a period of not more than 90 days after the date the agreement, signed by the landowner, is returned by certified mail to the Board of Selectmen (unless such time is extended by agreement of the parties). Notice of the exercise of the option to purchase must also be recorded at the Registry of Deeds and shall contain the name of the record owner of the land and a description of the premises.

If the Town elects to assign its option to purchase the property, it must do so at the public hearing described above, or at a further public hearing, under terms and conditions that the Board of Selectmen may consider

appropriate. The assignment must be for the purpose of maintaining no less than 70% of the land in use as forest land and the assignee may not develop a greater proportion of the land than was proposed by the landowner. All land other than land that is to be developed must then be bound by a permanent deed restriction.

Written notice of such assignment must be provided to the landowner by the Board of Selectmen and a notice of assignment stating the name and address of the assignee which will exercise the option, along with the terms and conditions of the assignment, must be recorded with the Registry of Deeds. Notice to the landowner of the assignment including a proposed purchase and sale agreement must also be provided by the assignee which must also provide notice to be recorded in the Registry of Deeds, all in a similar manner as is described above. The closing on the purchase by the assignee must also occur within 90 days.

Failure to record either the notice of exercise of the option to purchase or the notice of assignment within the 120 day period beginning on the date that the purchase price was established shall be conclusive evidence that the Town has not exercised its option.

If the Town elects not to exercise the option, and not to assign its right to exercise the option, the Town shall send written notice of non-exercise signed by the Board of Selectmen to the landowner by certified mail. The notice of non-exercise shall contain the name of the owner of record of the land and description of the premises adequate for identification, and shall be recorded with the Registry of Deeds.

No conversion of the land shall be consummated until the option period has expired or the notice of non-exercise has been recorded with the Registry of Deeds.

In summary, it is my opinion that the landowner's Notice of Intent to Convert complies with the notice requirements of G.L. c. 61, §8. It is my further opinion that having received such notice, the Town now has the option to purchase the land classified as forest land under Chapter 61 at full and fair market value based upon its appraised value. Alternatively, the Town may assign its option to purchase the land to an eligible entity, also at full and fair market value based upon its appraised value. The Town may also elect not to exercise or assign its option to purchase the land, all in accordance with the timing and notice requirements described above and as set forth in G.L. c. 61, §8.

Please let me know if you have any questions or if I may be of further assistance.

-Lee

Lee S. Smith, Esq.
KOPELMAN AND PAIGE, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110
O: (617) 654 1809
F: (617) 654 1735
lsmith@k-plaw.com
www.k-plaw.com

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and attachments thereto, if any, and destroy any hard copies you may have created and notify me immediately.



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

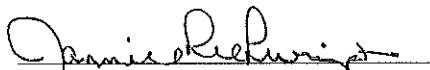
Town of Ayer
Board of Selectmen

Town-Wide Policy Regarding Lands Designated Under MGL Chapter 61

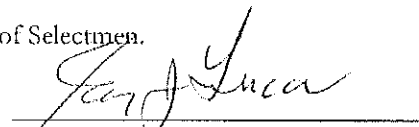
It shall be the policy of the Town of Ayer that in the event that the Ayer Board of Selectmen are formally notified of any addition to, change of, and/or right of first refusal regarding lands under MGL Chapter 61, the Town shall follow the following policy:

1. Upon formal notification of an intent to sell and/or convert lands in the Town of Ayer under MGL Chapter 61, the Ayer Board of Selectmen will adhere to all of the legal procedures and parameters set forth under Massachusetts General Law Chapter 61;
2. Upon receipt of a sufficient Notice of Intent as prescribed under MGL Chapter 61, the Ayer Board of Selectmen will respond to that Notice of Intent including its right of first refusal in a duly posted, Open Session meeting of the Ayer Board of Selectmen in accordance with the Open Meeting Law. Furthermore this formal response will include the declaration of a Public Hearing to be conducted by the Ayer Board of Selectmen following the provisions and procedures of MGL Chapter 61;
3. The Public Hearing process shall serve as the working and deliberative forum for the Ayer Board of Selectmen to gather input from Town Boards, Commissions, Committees, and the Public as well as any relevant documents, reports, and/or studies to aid in its determination of whether to exercise the Town's right of first refusal to purchase the property in accordance with MGL Chapter 61;
4. All business and matters pertaining to the Chapter 61 Process will be conducted in accordance with the Open Meeting Law; Public Records Law; and MGL Chapter 61. The minutes of all meetings and proceedings as well as written records (unless exempted by the Public Records law) will be available to the Public in the Ayer BOS Office at Town Hall and on the Ayer BOS Webpage.;
5. In the event that the Ayer Board of Selectmen after conducting the Public Hearing Process under MGL Chapter 61 vote to affirmatively execute the Town's right of first refusal to purchase/acquire said property/properties, the Board of Selectmen shall conduct the purchase and sales negotiations subject to the Open Meeting Law and upon reaching a Purchase and Sales Agreement, the authorization to execute and purchase said Agreement is ultimately subject to an affirmative vote of the Ayer Town Meeting.

Policy adopted on July 14, 2015 by a vote (3-0) of the Ayer Board of Selectmen.


Jannice L. Livingston, Chair


Christopher R. Hillman, Clerk


Gary J. Luca, Vice-Chair

TOWN OF AYER
BOARD OF SELECTMEN

June 7, 2016 BOS Appointments (Part 1 of 2) *Part 2 to take place June 21, 2016*

3 Year Terms - Terms to expire June 30, 2019

Board / Committee	Term Label	Length of Term	Current Member	Expiration Date
CABLE TV ADVISORY COMMITTEE	SEAT 2	3 Years	Douglas R. Becker	Jun 30, 2016
CABLE TV ADVISORY COMMITTEE	BOS SEAT	3 Years	Gary J. Luca	Jun 30, 2016
CONSERVATION COMMISSION	SEAT 3	3 Years	George D. Bacon, Jr.	Jun 30, 2016
COUNCIL ON AGING BOARD OF DIRECTORS	SEAT 4	3 Years	Lisa E. White	Jun 30, 2016
COUNCIL ON AGING BOARD OF DIRECTORS	SEAT 5	3 Years	Robert P. Hammond	Jun 30, 2016
CULTURAL COUNCIL	SEAT 10	3 Years	Sheila Schwabe	Jun 30, 2016
HISTORICAL COMMISSION	SEAT 5	3 Years	Ruth E. Rhonemus	Jun 30, 2016
HISTORICAL COMMISSION	SEAT 1	3 Years	Barry W. Schwarzel	Jun 30, 2016
PERSONNEL BOARD	SEAT 2	3 Years	Brian Gill	Jun 30, 2016
PERSONNEL BOARD	SEAT 5	3 Years	Samuel A. Goodwin Jr	Jun 30, 2016
POND & DAM MANAGEMENT COMMITTEE	SEAT 3	3 Years	Laurie Nehring	Jun 30, 2016
REGISTRARS OF VOTERS	SEAT 3	3 Years	Pauline Hamel	Jun 30, 2016

1 Year Terms - Terms to expire June 30, 2017

CAPITAL PLANNING COMMITTEE	BOARD OF SELECTMEN	1 Year	Christopher R. Hillman	Jun 30, 2016
ENERGY COMMITTEE	BOS SEAT	1 Year	Carolyn L. McCreary	Jun 30, 2016
ENERGY COMMITTEE	TOWN ADMINISTRATOR	1 Year	Robert A. Pontbriand	Jun 30, 2016
ENERGY COMMITTEE	TOWN ACCOUNTANT	1 Year	Lisa A. Gabree	Jun 30, 2016
ENERGY COMMITTEE	DPW SUPERINTENDENT	1 Year	Mark L. Wetzel	Jun 30, 2016
ENERGY COMMITTEE	FACILITIES DIRECTOR	1 Year	Daniel Sherman	Jun 30, 2016
ENERGY COMMITTEE	PUBLIC SAFETY	1 Year	Robert J. Pedrazzi	Jun 30, 2016
ENERGY COMMITTEE	CITIZEN	1 Year	Allan M. Wilson	Jun 30, 2016
MEMORIAL GARDEN COMMITTEE	SEAT 1	1 Year	Janet Lewis	Jun 30, 2016
MEMORIAL GARDEN COMMITTEE	SEAT 7	1 Year	Chuck McKinney	Jun 30, 2016
MEMORIAL GARDEN COMMITTEE	SEAT 10	1 Year	James M. Fay	Jun 30, 2016
MEMORIAL GARDEN COMMITTEE	SEAT 6	1 Year	Bob Eldredge	Jun 30, 2016
WATER & SEWER RATE REVIEW COMMITTEE	BOS SEAT	1 Year	Jannice L. Livingston	Jun 30, 2016
WATER & SEWER RATE REVIEW COMMITTEE	SEAT 3	1 Year	Richard W. Skoczylas	Jun 30, 2016
WATER & SEWER RATE REVIEW COMMITTEE	SEAT 5	1 Year	Mary E. Spinner	Jun 30, 2016
ASSISTANT TAX COLLECTOR		1 Year	Ramona Bean	Jun 30, 2016
MONTACHUSETT JOINT TRANSPORTATION COMMITTEE		1 Year	Pauline Hamel	Jun 30, 2016
MONTACHUSETT REGIONAL PLANNING COMMISSION	ALTERNATE SEAT	1 Year	Alan Manoian	Jun 30, 2016

RESERVE FUND TRANSFER REQUEST

Section I (Completed by Elected Official or Department Head)

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

1. Amount requested: \$47,675.00

2. To be transferred to:
 - A. Account Name Town Counsel
 - B. Account #: 01151

3. Present balance in budget \$4,635.88 as of June 3, 2016
(see attached MUNIS budget report)

4. The amount requested will be used for (please attach supporting information):
To pay May and June 2016 K&P invoices and eminent domain appraisal/legal costs

5. The expense is extraordinary or unforeseen for the following reason(s):
There was considerable, unexpected legal/appraisal costs associated with the recent eminent domain taking for Depot Square Access Property and Advocates Building.

Date 6/3/2016

Elected Official or Department Head



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

Transfer Approved: YES NO

Amount Approved: \$ _____



Date of Meeting: _____

Number Present/Voting _____

Chairman

Section III Action by Finance Committee

Transfer Approved: YES NO

Amount Approved: \$ _____

Date of Meeting: _____

Number Present/Voting _____

Chairman

FOR 2016 12

ACCOUNTS FOR:	ORIGINAL	TRANFRS/ ADJSTMTS	REVISED	YTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT
001 GENERAL FUND	APPROP		BUDGET			BUDGET	USED

01151 TOWN COUNSEL							

01151 51000 WAGES	0	0	0	5,000.00	.00	-5,000.00	100.0%*
01151 53090 LEGAL SERVICES	90,000	0	90,000	80,364.12	.00	9,635.88	89.3%
TOTAL TOWN COUNSEL	90,000	0	90,000	85,364.12	.00	4,635.88	94.8%
TOTAL GENERAL FUND	90,000	0	90,000	85,364.12	.00	4,635.88	94.8%
TOTAL EXPENSES	90,000	0	90,000	85,364.12	.00	4,635.88	

**AGREEMENT
BY AND BETWEEN
TOWN OF AYER, MASSACHUSETTS
AND
COMMUNITY OPPORTUNITIES GROUP, INC.**

THIS AGREEMENT made as of the 7th day of June 2016, by and between the **TOWN OF AYER**, 1 Main Street, Ayer, MA 01432 (hereinafter referred to as the “Town”), and **COMMUNITY OPPORTUNITIES GROUP, INC.**, 129 Kingston Street, Boston, Massachusetts, 02111, a Massachusetts corporation (hereinafter referred to as the “Consultant”).

WITNESSETH THAT:

WHEREAS, the Town of Ayer is seeking planning services to prepare an update of its Master (or Comprehensive) Plan, and

WHEREAS, the Consultant was selected to provide these services,

NOW, THEREFORE, THE PARTIES DO AGREE AS FOLLOWS:

1. ENGAGEMENT OF THE CONSULTANT: The Town hereby engages the Consultant to perform the services set forth herein, and the Consultant hereby accepts the engagement.

2. SCOPE OF SERVICES: The Consultant shall perform the necessary professional services to prepare a Master Plan for the Town, consistent with the Town’s Request for Qualifications, the Consultant’s response to said Request (dated 25 March 2016), as summarized in Attachment A.

3. RESPONSIBILITY OF THE TOWN: The Town shall assume responsibility for assisting the Consultant insofar as possible for the purposes of efficiency and furnishing the Consultant with information needed to satisfactorily complete the services.

3.1 The Town shall designate its Town Administrator, or his designee, as authorized to act in its behalf with respect to the project.

4. REPORTING: The Consultant will submit written reports to the Town on the status of the professional services on a monthly basis, or at such reasonable time and frequency as may be required by the Town.

5. SUBCONTRACTS: No subcontracts may be awarded by the Consultant the purpose of which is to fulfill in whole or in part the services required of the Consultant, without prior written approval of the Town. Subcontractors hired by the Consultant will be paid by the firm.

5.1 The Town hereby authorizes the Consultant to employ the service of Green International to fulfill in part the services to be provided hereunder. Said services are to be paid for from the Consultant's contract fees.

6. TIME OF PERFORMANCE: The services of the Consultant are to be undertaken and completed in sequence so as to assure their expeditious completion. The anticipated completion date is November 30, 2017.

6.1 The period of performance shall begin on or about May 11, 2016 or upon authorization from the Town to proceed.

7. COMPENSATION: The Town shall pay the Consultant a fee not to exceed One Hundred Thousand and XX/100 Dollars (\$100,000.00). This compensation shall be paid on fixed fee basis in increments according to the overall fee breakdown shown in Attachment A.

7.1 The Town shall make payment to Consultant monthly, on the basis of invoices submitted in an acceptable form, in accordance to the provisions of Paragraph 3.2 in Attachment A.

7.2 The compensation to be paid shall include all incidental costs with the performance of the contract work (such as mileage, parking, etc.), except as may be expressly authorized by the Town.

7.3 Reimbursable Costs: The budget assumes deliverables including 12 hard bound copies of the Final Master Plan, and a CD with the final Master Plan in Word and PDF format, as well as associated files such as images, spreadsheets, presentations, and technical documents. Interim reports will be provided in electronic format. The Contractor shall be reimbursed for the cost of additional hard copies of final documents or interim reports, or for attendance of additional meetings on an hourly basis.

7.4 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

7.5 Final payment, including any unpaid balance of the Contractor's compensation, shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

8. GENERAL PROVISIONS

8.1 RETENTION OF RECORDS: The Consultant shall maintain for a period of seven (7) years from the date of expiration of this Agreement.

8.2 ACCESS TO RECORDS: The Consultant shall make all books, accounts, records, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by the Town, their authorized representatives, authorized representatives of the Commonwealth, and the Auditor of the Commonwealth. The Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the Contractor which pertain to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.

8.3 TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days written notice. In the case of termination, all finished and unfinished documents shall become the property of the Town.

8.3.1 In the event of termination, the Consultant will be compensated for services provided to the date of termination.

8.3.2 Without Cause. Either party may terminate this Contract, without cause and without penalty, by providing the other party with prior written notice of termination. Such prior written notice shall be delivered to the other party at least thirty (30) calendar days before the effective date of termination.

8.3.3 For Cause. If either party breaches any material term or condition of the Contract, or fails to perform or fulfill any material obligation required by this Contract, the Contract may be terminated or suspended by providing the other party with prior written notice of termination or suspension (7) calendar days before the effective date of termination or suspension. This Contract can be terminated immediately in the event of the criminal participation in fraudulent activities, or in the event the Consultant files for bankruptcy.

8.3.4 Emergency. The Town may immediately terminate or suspend this Contract, without penalty, if the Town determines that an unanticipated emergency situation exists, through no fault of the Town, which by law mandates immediate action to protect local, state or federal funds, property or persons, or to remedy damages which have already occurred. Such termination or suspension shall be effective upon the Consultant's receipt of written notice of either suspension or termination.

8.3.5 Elimination or Reduction of Funding. In the event of an elimination or reduction of funding, for any reason, and through no fault of the Town, this Contract may be terminated or suspended without penalty, by providing the Consultant with

prior written notice of termination or suspension. Such prior written notice shall be made at least fourteen (14) calendar days before the effective date of termination or suspension.

8.3.6 Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond their control and without their fault or negligence. Such causes may include, but are not limited to: Acts of God, or the public enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. Unless otherwise provided by law, or unless otherwise specified by the parties elsewhere in this Contract, the performance dates of this Contract are of the essence and important to the implementation of essential work, and continued failure by the Consultant to perform for an extended period, even for causes beyond the control of the Consultant, shall afford the Town the right to immediately terminate this Contract upon the Contractor's receipt of written notice of termination. An extended period shall be any period aggregating thirty (30) or more calendar days.

8.3.7 Obligation in Event of Termination or Suspension. The notice of termination or suspension from the Town shall state the circumstances of the termination or suspension, identify any alleged breach, a reasonable period to cure any alleged breach, if applicable, and any instructions or restrictions concerning any allowable activities or costs during this notice period. If the Consultant is not in default or breach of the terms of this Contract, the Town shall promptly pay the Consultant for all services provided up until the date of termination or suspension, provided the Contractor submits invoices for payment, with any required supporting documentation, pursuant to the provisions of Paragraph 7, and makes every reasonable effort to minimize any such costs incurred.

8.4 AMENDMENTS: This Agreement may be amended provided such amendment is evidenced in writing by the signatories hereto prior to its effective date. Any authorized alternative provisions or additional terms and conditions to this Contract shall be specified in an Attachment or Amendment, and shall not replace any boilerplate language, and shall clearly and specifically establish the understanding, intent, obligations, responsibilities and expectations of the parties under this Contract.

8.5 NON-DISCRIMINATION: The Consultant shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352); Title VIII of the Civil Rights Act of 1968 (Public Law 90-284); Federal Executive Order 11063, as amended by Executive Order; The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 74);

Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 74, as amended and revised by Executive Orders 116, 143 and 227.

The Consultant shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, color, handicap, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to age, sex, creed, color, handicap, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin.

8.6 FAIR HOUSING: In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the Consultant shall adhere to the provisions of State Executive Order Nos. 215 and 227.

8.7 CONFLICT OF INTEREST: The Consultant shall adhere to the mandates of the Massachusetts Conflict of Interest Statute M.G.L., c.268A, and the federal Hatch Act, 5 U.S.C., ss 1501 et seq.

9. ASSIGNABILITY: The Consultant shall not assign nor in any way transfer any interest in this Agreement without the prior written consent of the Town.

10. INDEMNIFICATION: The Consultant shall indemnify and hold the Town harmless from and against any and all claims, demand, liabilities, actions, causes of actions, costs and expenses caused by or arising out of the Consultant's breach of this agreement or the negligence or misconduct of the Consultant's agents or employees.

11. LICENSES: The Consultant shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Scope of Services as required by federal, state, or local laws or regulations, and shall comply with the provisions of 24 CFR Part 85 with respect to any bonding or other insurance requirements.

12. CONFIDENTIALITY: The Consultant will protect the privacy of, and respect the confidentiality of information provided by program participants, consistent with applicable federal and state regulations, including M.G.L., c.66, section 10, regarding access to public records.

13. SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

14. OTHER PROVISIONS: Other provisions binding upon the parties to this Agreement are any subsequent written communications (i.e., memos, emails, letters, etc.) authorizing the Consultant to proceed with specific work tasks.

IN WITNESS WHEREOF, the **TOWN** and the **CONSULTANT** have executed this AGREEMENT under seal in triplicate as of the date above written.

TOWN OF AYER

Attest: _____

By: _____
Gary J. Luca, Chairman
Ayer Board of Selectmen

THE CONSULTANT

Attest: _____

By: _____
Peter D. Sanborn, President
Community Opportunities Group, Inc.

Consultant's Federal ID #: 04-2674871

Certified as to availability of funds:

By: _____
Lisa Gabree
Town Accountant

Summary of Work and Compensation

The Contractor will be responsible for a thorough analysis of existing conditions and trends within the Town and for developing and writing all elements of the update to the Town's Master Plan. The services will include the following phases.

1. Phase 1: This phase includes project startup and mobilization, stakeholder consultation and field research, the development of a vision, and the drafting of existing conditions reports for Sections 2-8 as Identified in the RFP with an update to Section 9.
2. Phase 2: Phase 2 reports identifying formative issues and opportunities will be developed for Sections 2-8.
3. Phase 3: An implementation plan and complete drafts for Sections 2-9 will be submitted for the Town's review and approval. Edits from the Town, Master Plan Committee, and the public will be reviewed and incorporated into the final plan.
4. Phase 4: Final Master Plan – In this Phase, COG will compile all of the completed elements into a final Master Plan document for delivery in an electronic format with up to 12 hard copies. In addition, in partnership with the Master Plan Committee, COG will present the final plan to the Board of Selectmen, Planning Board, and the public for its adoption.

These work tasks will be completed through the four-phase process outlined in COG's March 25, 2016 response to the RFP, excerpts of which are attached hereto as Attachment B, as described in paragraph 3.2 below.

3. Payment will be made as follows:

- 3.1 Not to Exceed Sum: Fees and Reimbursable Costs combined shall not exceed \$100,000.00, as more fully set forth in this section.
- 3.2 Billing: The Contractor shall bill on a fixed-fee basis, with any invoice to be based on the completion of any particular task within any phase of the work, as described below in the detailed breakdown of phases, tasks, staffing, hourly rates, estimated hours for each phase allocated by percentage to each task within such phase, and the estimated professional service fees for each phase. Notwithstanding anything to the contrary contained herein, the Town may either pay the Contractor on a task-by-task basis as described above, or upon a mutually agreed upon percentage of completion of a task as may be determined from time to time until such task is completed.

No.	Task (See Scope of Work)	Project Phase	Proposed Fee
1	Start-Up Meeting and Project Kick-Off	1	\$ 2,000.
2	Background Research, Review of Documents and Information Gathering	1	\$ 5,000.
3	Stakeholder Consultation and Field Research	1	\$15,000.
4	Existing Conditions Reports, Sections 2-8, Update Section 9	1	\$30,000.
5	Phase 2 Reports: Issues and Opportunities	2	\$20,000.
6	Implementation Plan	3	\$15,000.
7	Draft Master Plan and Revisions	3	\$ 6,000.
8	Final Master Plan	4	\$ 5,000.
9	Presentation of Final Master Plan Update	4	\$ 2,000.
TOTAL "Not to Exceed" FEE FOR ALL SERVICES:			\$100,000.

Hourly Billing Rates (includes travel)

Peter Sanborn (PS)	\$125.00
Roberta Cameron (RC)	\$110.00
Courtney Starling (CS)	\$110.00
Patricia Kelleher (PK)	\$110.00
Blended Rate	\$115.00

Detailed Scope of Services

Phase 1: Background Analysis

Start-Up and Mobilization - We will meet with Planning staff and MPC members to discuss the project framework and integration of master plan elements. We will establish the project management and communication processes, as well our understanding of the scope and concerns to be addressed through this project. We will recommend a “style” template to ensure that the document is internally consistent in format.

Kick-off – Following the administrative start-up meeting, we propose to lead a public kick-off with the Master Plan Committee, where a public participation plan and a preliminary understanding of formative issues and priorities will be presented for feedback. We will use the kick-off to engage in a public visioning session and work to create a mutual understanding of Ayer’s core values. This information will be used to draft a vision statement and list of values that will inform the Master Plan goals as they are developed.

Stakeholder Consultation and Field Research - We will conduct up to three days of on-the-ground field research and meetings/interviews with local stakeholders as identified by the Town to improve our understanding of the local context, trends, key issues, and opportunities per element. In consultation with Planning staff and committee members at startup, we will determine a preferred approach for this consultation (e.g., focus groups, one-on-one interviews, intercept survey, etc.), and we will consider the benefits of conducting an on-line survey in this phase and/or later in the planning process. As needed, we will supplement field research with phone interviews.

Existing Conditions Reports – We will review existing reports and plans, and other relevant documents that may be incorporated in the background analysis, and will utilize publicly-available material, including federal, state, and private data sources, as well as relevant local data from the Assessor, Building Department, Planning Department, etc., to provide an up-to-date snapshot of the local planning context. Existing conditions reports will be drafted for Sections 2 through 8 as identified in the RFP. During this phase, many of the tasks identified under each section in the RFP will be addressed. (The identification of challenges, opportunities, and goals will be carried out in subsequent phases of the process). During this time we will also update *Section 9 – Implementation* to identify which recommendations from the **2005 Comprehensive Plan** have been implemented. COG will be responsible for the development of all Existing Conditions Reports with exception to *Section 2 - Land Use* mapping, which will be

performed by Montachusett Regional Planning Commission, and *Section 7 – Transportation and Circulation* and portions of *Section 8 – Town Services and Facilities* will be drafted in partnership with Green International Affiliates, Inc. We will present these findings in a public forum, where we will facilitate discussion about issues and opportunities identified through the research.

- Meetings:**
- Project Coordination Meeting with Planning Staff, key Committee members
 - Kick-off meeting with Master Plan Committee and Public
 - Guided tour of Ayer with Staff and MPC
 - Field work, to include interviews/focus groups with stakeholders, meeting(s) with MPC subcommittees.
 - Public Forum(s) to present context reports

- Deliverables:**
- Start-up Memorandum, Public Participation Plan, and preliminary Master Plan Outline/Template
 - Background Analysis and Context Reports for Sections 2-8, and update of implemented strategies (Section 9)
 - Existing Conditions Presentations
 - Content for the Town's Website

Phase 2: Formative Issues and Opportunities

In the second phase of the Master Plan process we will advance each element by highlighting issues and opportunities as supported through data analysis and public input. The importance of this stage in the Master Plan process is in providing a baseline understanding of what concerns a community faces and what strengths and tools they may use to address community needs. We will work with the Master Plan Committee and element subcommittees to vet formative issues and opportunities and present our findings to the public. During this phase, we would suggest employing survey techniques (online, print, intercept, etc.) to weigh priority goals and strategies among each of the elements among the public, Town staff, board members, and MPC members.

- Meetings:**
- Project Coordination Meeting(s) with Planning Staff, MPC members and the Planning Board as needed
 - Public Forum(s) to present formative issues and opportunities reports

- Deliverables:**
- Phase 2 Reports for Sections 2-8
 - Online/print/intercept surveys as needed

Phase 3: Implementation Plan

Building upon the first two phases, the third phase will be dedicated to the development of Goals and Recommendations for each Master Plan element. The Goals and Recommendations will be drafted with the assistance of the Master Plan subcommittees and reviewed by the MPC before completed elements are presented to relevant Boards and Committees. Following the finalization of the Goals and Recommendations, we will complete *Section 9 – Implementation* of the Master Plan which will contain an introduction, a summary of progress since the **2005 Comprehensive Plan**, and identify Town-wide goals, strategies and options. An implementation matrix will summarize recommended actions to achieve the Town’s vision and identify responsible parties, timeline for completion, and pertinent Master Plan elements.

During this phase, we will also complete the Executive Summary and Introduction as outlined in the RFP.

- Meetings:**
- Project Coordination Meeting(s) with Planning staff, MPC members and the Planning Board as needed
 - Presentation of Elements to relevant Boards and Committees

- Deliverables:**
- Complete Draft Elements for Sections 2-8
 - Complete Draft Implementation Plan (Section 9)
 - Draft Executive Summary and Introduction (Section 1)
 - Final Draft Master Plan

Phase 4: Final Plan

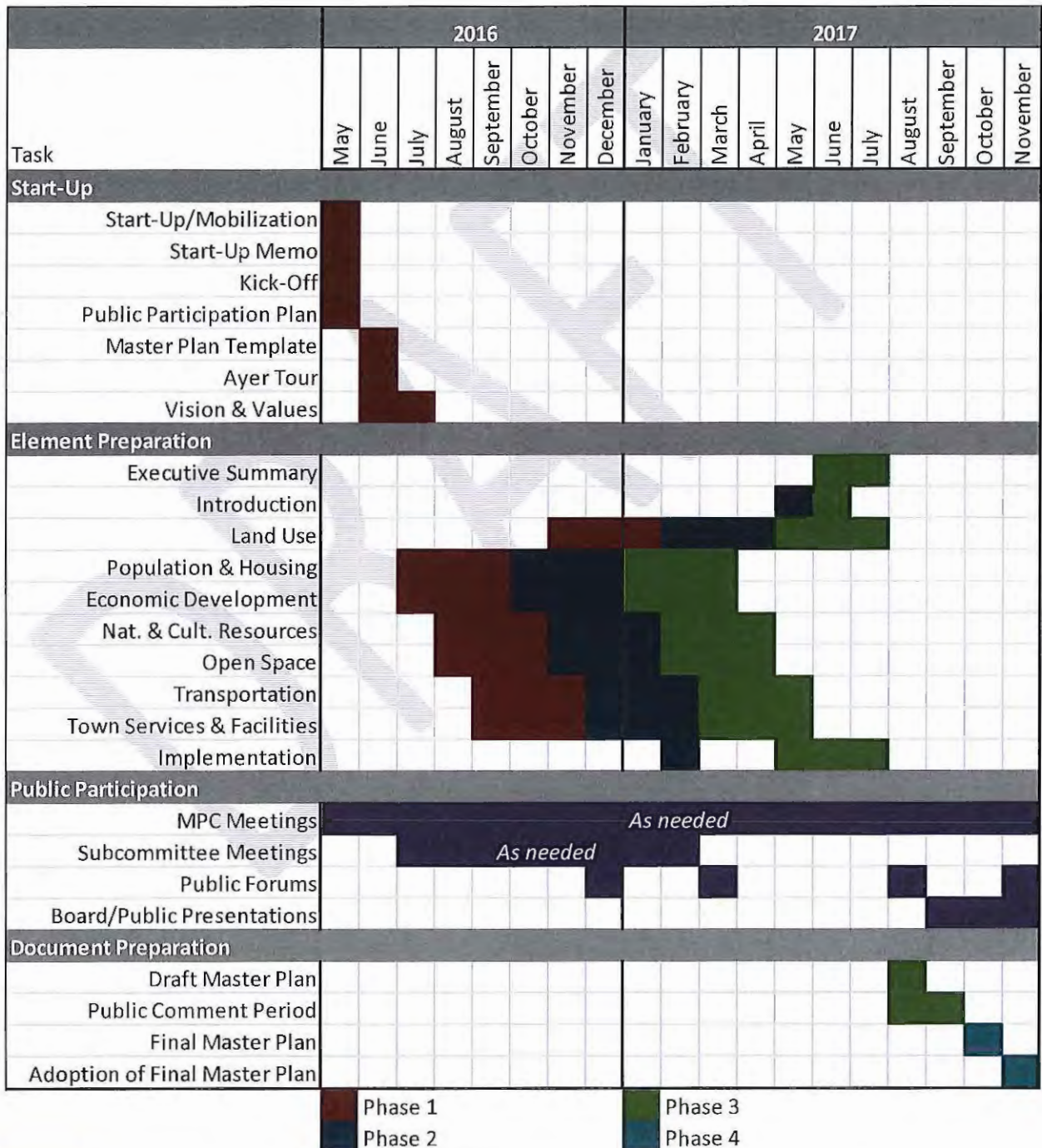
In this Phase, COG will compile all of the previously completed elements into a final master plan document, collect all edits and feedback from stakeholders, and finalize each element, the executive summary, introduction, and implementation plan. Electronic versions of the Master Plan will be submitted for feedback. We will coordinate with the Town in determining an optimal format for public presentation of the final Master Plan and the adoption process with the Planning Board and Board of Selectmen.

- Meetings:**
- Presentation of Final Master Plan to Board of Selectmen, Planning Board, and/or public

- Deliverables:**
- Final Master Plan (electronic format and up to 12 hard copies)

Project Schedule

The following timeline shows how the proposed scope of services may be carried out in the span of 18 months, assuming a work start in May, 2015 and completion by November, 2017. This schedule may be adjusted to facilitate coordination with the Master Plan Committee, Town staff and other participants, and with concurrent planning efforts.



DRAFT

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



Tuesday May 17, 2016
Meeting Minutes

Broadcast and Recorded by APAC

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

Absent: Jannice L. Livingston, Clerk

Call to Order: G. Luca called the meeting to order at 7:04 PM.

Pledge of Allegiance: The BOS and members of the audience stood and recited the Pledge of Allegiance.

Announcements: G. Luca made the following announcements:

- Sunday May 15 was National Peace Officers Memorial Day and the entire week is National Police Week.
- The first public meeting of the Master Plan will be May 24, 2016 at 7:00 PM at the Ayer Shirley Regional High School Commons Area.
- This week is National Public Works week and National Dog Bite Prevention week.
- There will be a job fair held at Nasoya Foods on May 18, 2016.

Review and Approve Agenda:

Motion: A motion was made by C. Hillman and seconded by G. Luca to approve the agenda. **Motion passed 2-0.**

Public Input: None

Chief Robert J. Pedrazzi, Ayer Fire Department: Chief Pedrazzi stated that the Town is mandated by FEMA to have a Natural Hazard Mitigation Plan to be eligible for federal mitigation grant money. He explained that MRPC has drafted a plan for the entire region and is asking the BOS for their consideration.

Motion: A motion was made by C. Hillman and seconded by G. Luca to adopt the 2015 Update of the Montachusett Region Natural Hazard Mitigation Plan. **Motion passed 2-0.**

Superintendent Mark L. Wetzel, Ayer Department of Public Works: M. Wetzel was in attendance for several matters, as listed below:

Appointment of Water Distribution System Operator – M. Wetzel is recommending Scott Schwinger to the position of Water Distribution System Operator. Scott has been employed by the Town since 2013 and has led the

effort in the water meter replacement project.

Motion: A motion was made by C. Hillman and seconded by G. Luca to appoint Mr. Scott Schwinger to the position of Water Distribution System Operator. **Motion passed 2-0.**

Acceptance of Willow Road Wastewater Pumping Station – W. Wetzel is requesting that the BOS, as the Sewer Commissioners accept ownership/operational responsibility of the Willow Road Wastewater Pumping Station as requested by Alpine Management Group. The proposal has been vetted by Town Counsel and M. Wetzel is recommending the acceptance.

Motion: A motion was made by G. Luca and seconded by C. Hillman to accept ownership of the Willow Road Wastewater Pumping Station. **Motion passed 2-0.**

West Main Street Pump Station Contract Execution – M. Wetzel reported that the bids for the construction of the West Main Street Pump Station Replacement were opened recently. 9 bids were received. The low bidder was Scherbon Consolidated Inc. of Amesbury. M. Wetzel has checked their references and is recommending the contract be executed.

Motion: A motion was made by C. Hillman and seconded by G. Luca to execute a contract between the Town of Ayer and Scherbon Consolidated Inc. of Amesbury in the amount of \$339,600 for the replacement of the West Main Street Pump Station with signature by the Chair. **Motion passed 2-0.**

2016 Paving and Road Treatment Contract – M. Wetzel stated that bids for 2016 - 2018 Road Paving and Treatment (Chapter 90) were opened on April 6, 2016. The contract is for one year with the option of extending the contract for two additional years. The Town received 9 bids and PJ Albert Inc. of Fitchburg was the low bidder. The roads being paved in 2016 are as follows: Calvin Street, Washington Street and Pleasant Street.

Motion: A motion was made by C. Hillman and seconded by G. Luca to execute a contract between the Town of Ayer and PJ Albert, Inc. of Fitchburg in the amount of \$315,684 for the Chapter 90 2016 paving and road treatment with signature by the Chair. **Motion passed 2-0.**

Pleasant Street Reconstruction Project Contract Execution – Town Engineer Dan Van Schalkwyk was in attendance and is asking the Board to execute the contract of the bid they approved at the last BOS meeting for the Pleasant Street Reconstruction Project.

Motion: A motion was made by G. Luca and seconded by C. Hillman to execute the contract between the Town of Ayer and Ricciardi Bros., Inc. of Worcester, MA in the amount of \$833,566.45 for the Pleasant Street Reconstruction Project with signature by the Chair. **Motion passed 2-0.**

Installation of Wastewater Pumping Station Cellular RTU's – M. Wetzel stated that the bids for installing Wastewater Pumping Station Cellular RTUs (Remote Telemetry Units) were opened on May 5, 2016. The Town received two bids and Weston & Sampson CRM Inc. was the low bidder.

Motion: A motion was made by C. Hillman and seconded by G. Luca to execute the contract between the Town of Ayer Weston and Sampson CRM Inc. in the amount of \$40,500 for the installation of the Wastewater Pumping Station Cellular RTUs with Signature by the Chair. **Motion passed 2-0.**

BeWell Organic Medicine, Inc. - Presentation for Proposed Medical Marijuana Cultivation Facility, 31 Willow Rd: Mr. Chuck Saba and Mr. Charles Saba were in attendance requesting a letter of non-opposition for a medical marijuana cultivation facility located at 31 Willow Road.

R. Pontbriand explained that Mr. Saba met with several department heads a couple of weeks ago to go over the proposal. The applicant met with the Police Chief, Fire Chief and Fire Prevention Lieutenant, the Department of Public Works Superintendent, the Town Administrator's Office and Building Department representatives.

C. Hillman asked about the possible expansion of the facility. Mr. Saba stated that there is an approved addition on the property but is aware of a time limit on the proposed expansion. He doesn't know if he would need the expansion or not at this time.

Mr. Saba then stated that the medical marijuana landscape may be changing depending on the outcome of a November 2016 ballot question that would legalize marijuana for recreational purposes.

C. Hillman asked if this location would be a cultivation-only facility. Mr. Saba stated that yes for this site they are only looking to cultivate and process the product. Mr. Saba further stated that if recreational marijuana ballot question was passed in November, he would revisit a retail location if the Town was interested.

Mr. Saba went on to say that medical marijuana is a heavily taxed industry.

C. Hillman asked what benefits the Town would realize if they BeWell Organic Medicine were to open in Ayer. Mr. Saba stated that he would be interested in helping veteran's, children and senior's organizations in Ayer but is willing to discuss other ideas the Town may have.

Ms. Elizabeth Tennessee, 6 Church Street asked about water usage on the property.

C. Hillman asked several more questions. G. Luca asked how the BOS should proceed and stated because J. Livingston was absent maybe they should defer it to the next meeting with a full Board. R. Pontbriand asked Mr. Saba what his time frame was. Mr. Saba stated that he only had until the end of this month because of the Purchase and Sales agreement.

Motion: A motion was made by C. Hillman and seconded by G. Luca to authorize a letter of non-opposition to BeWell Organic Medicine, Inc. for a cultivation only facility located at 31 Willow Street and if approved by DPH enter into a host agreement with the facility. **Motion failed 1-1.**

Town Administrator's Report:

Administrative Update – R. Pontbriand gave an administrative update offering the following: he thanked the Board, residents, department heads and employees for their help and hard work relating to the May 9, 2016 Annual Town Meeting; he stated that he had received correspondence from the Attorney General's Office on the Nuisance Bylaw approved at the 2015 Fall Town Meeting and he would be meeting with relevant department heads to review; he has been informed that MassDevelopment is requesting a Super Town Meeting for a zoning question which will be held the evening of the Ayer Special Fall Town Meeting; today he, Ms. Antonellis, Chief Murray and Town Clerk Susan Copeland had their first meeting of the Bylaw Review committee and that the project will take several months, if not longer to complete; several staff

members have been meeting every other week to review the Personnel Policies and Procedures to make recommendations to the Personnel Board; the CORI and Sexual Harassment policies have been approved by the Personnel Board and will be in front of the BOS for consideration at their next meeting; Chief Pedrazzi has scheduled the tank removal at the former fire station and the RFP for the Police Station Roof will close on June 3, 2016.

St. Mary's Parish – Request for One Day Beer and Wine License (6/18/16) – R. Pontbriand stated that the BOS office had received a request from St. Mary's Parish for a one day beer and wine license for the Annual Block Party to be held on June 18, 2016 from 1:00 PM to 10:00 PM.

Motion: A motion was made by C. Hillman and seconded by G. Luca to approve the one day beer and wine only license for St. Mary's Parish for the Block Party to be held on June 18, 2016 from 1:00 PM to 10:00 PM.

Motion passed 2-0.

New Business/Selectmen's Questions

Existing 20' +/- Easement Depot Square (Selectman Luca) – G. Luca would like to explore possibilities as it relates to the existing easement in Depot Square between the pet shop and the barber shop. He would like R. Pontbriand to contact MBTA to discuss how that easement could be transferred to the Town. R. Pontbriand stated that there was some confusion to who actually owned the easement, whether it was MBTA or Pan-AM. He will look into it and report back to the Board at the next meeting.

Tree Warden Responsibilities (Selectman Hillman) – C. Hillman stated that he wanted to discuss the role of the Tree Warden in Town and whether it made sense to have the position be appointed, rather than elected. He stated that it was not a criticism of the current Tree Warden and wanted R. Pontbriand to check in with other Towns to see how they handle the issue.

C. Hillman also would like the "Adopt an Island" program relooked at. He thinks there should be a threshold or more stringent program guidelines of what the Town's expectations would be.

C. Hillman also stated that it was a great weekend in Ayer with the Muck Fest at Devens and the Bresnahan Run the following day.

G. Luca thanked residents for donating the United States Postal Service's Annual Food Drive.

Approval Meeting Minutes:

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the meeting minutes of May 3, 2016. **Motion passed 2-0.**

Adjournment:

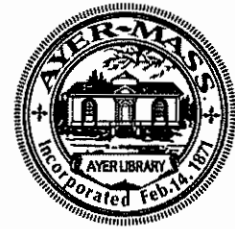
Motion: A motion was made by C. Hillman and G. Luca and seconded by C. Hillman to adjourn at 9:26 PM. **Motion passed 2-0.**

Minutes Recorded and Submitted by Carly M. Antonellis

Date Minutes Approved by BOS: _____

Signature of BOS Clerk Indicating Approval: _____

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



Tuesday June 1, 2016
Meeting Minutes

Recorded by APAC

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

Call to Order: G. Luca called the meeting to order at 6:11 PM.

Review and Approve Agenda:

Motion: A motion was made by J. Livingston and seconded by C. Hillman to approve the agenda. **Motion passed 3-0.**

Execution of Order of Takings of Eminent Domain (Per May 9, 2016 Annual Town Meeting Article 37) – Depot Square Access Corridor and Advocates Building: R. Pontbriand explained that the BOS needed to vote and sign the Order of Takings associated with the eminent domain taking of the May 9, 2016 Annual Town Meeting “Article 37 – Depot Square Access Corridor and Advocates Building” which passed with overwhelming support.

R. Pontbriand stated that Town Counsel will receive all the documents on Thursday June 2, 2016 and it will be recorded at the South Middlesex Registry of Deeds shortly thereafter. He expects that the Town will own the property by Friday June 3, 2016 at the latest.

Motion: A motion was made by J. Livingston and seconded by C. Hillman that the Board of Selectmen, in accordance with the authority conferred by the vote taken under Article 37 of the May 9, 2016 Annual Town Meeting, approve and execute an Order of Taking for property in Ayer shown as Parcels A, B, C, D and E on a plan entitled “Plan of Lands of Worthen Dale Realty Corp. Access Corridor and Advocates Building to be Acquired by the Town of Ayer, Massachusetts,” dated May 6, 2016, and authorize Town Counsel to record the Order of Taking with the Middlesex South Registry of Deeds and with the Middlesex South District of the Land Court, and to take such other actions as may be necessary to effectuate this vote. **Motion passed 3-0.**

Adjournment:

Motion: A motion was made by J. Livingston and seconded by C. Hillman to adjourn at 6:21 PM. **Motion passed 3-0.**

Minutes Recorded and Submitted by Carly M. Antonellis

Date Minutes Approved by BOS: _____

Signature of BOS Clerk Indicating Approval: _____