

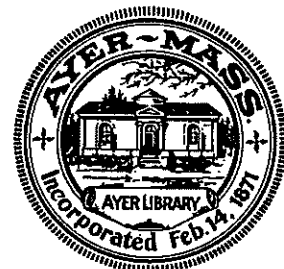
RECEIVED
TOWN CLERK
TOWN OF AYER

2016 OCT 28

AM 10:41

ly

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



Tuesday November 1, 2016
Executive Session Meeting Agenda

6:00 PM

Call to Order

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

1. Exemption #3 (Litigation Strategy) Properties Enforcement: Town of Ayer v. Velardi; Town of Ayer v. Ernise; 190 West Main; 64 Westford Road
2. Exemption #3 (Litigation Strategy) U.S. v. B&M Railroad v. Town of Ayer

Open Session Meeting Agenda

7:00 PM

Reconvene in Open Session

Pledge of Allegiance; Review and Approve Agenda; Announcements

7:05 PM*

Public Input

Application for Common Victualler's License

Lamp and Dragon, 41 Main Street

7:10 PM

Ms. Alicia Hersey, Director, Office of Community Development

1. Contract Execution Advocates Inc. - *Behavioral Health Treatment Court Collaborative*

7:15 PM

Public Hearing - Application for § 12 (On Premise All Alcohol) License

The Revival Pub, 25 Main Street

7:20 PM

Superintendent Mark Wetzel, Department of Public Works

1. Update on Pan Am Diesel Fuel Spill Clean-Up
2. Recommendation of Reduced Sewer Connection Fee for Existing Residents
3. Pleasant Street Reconstruction Project Contract Change Order
4. Pre-Engineered Garage at Grove Pond Water Treatment Plant Agreement
5. West Main Street Wastewater Pumping Station Contract Change Order

7:30 PM

Nashua Wild and Scenic River Study Status Report

Mr. Al Futterman, Nashua River Watershed Association

7:45 PM

Town Administrator's Report

1. Administrative Update
2. Authorization for Full-Time Conservation Agent Hours
3. Approval of Council on Aging MART Contract

7:55 PM

New Business/Selectmen's Questions

1. Signs at the Rotary (Selectman Luca)
2. Status of Advocates Building (Selectman Luca)
3. Update on Various Projects/Items (Selectman Hillman)

8:10 PM

Approval of Meeting Minutes

October 18, 2016

Adjournment

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



OFFICE OF THE BOARD OF SELECTMEN
TOWN OF AYER, MA

APPLICATION FOR COMMON VICTUALLER'S LICENSE

Application is hereby made for a Common Victualler's License

RECEIVED
OCT 25 2016
TOWN OF AYER
SELECTMEN'S OFFICE

NAME OF APPLICANT: Hannah Rudd
COMPANY NAME: The Lamp & Dragon
COMPANY ADDRESS: 41 Main Street
TYPE OF BUSINESS: Toy & Game Store
NAME OF PARTNERS: _____

 COPY

DESCRIPTION OF PREMISE: (Use back side if necessary)

C Limited - mens robe feeding coffee, tea, sandwiches, and similar items.

APPLICANT'S SIGNATURE: [Signature] DATE: 10/25/2016

ADDRESS: 41 main street Ayer, MA 01432

TELEPHONE #: _____
HOME BUSINESS CELL PHONE

Selectmen's Meeting Date: Nov 1

FEE: \$50.00 Cash, Check or Money Order Payable to the Town of Ayer

10/25/16  COPY check # 387
Date Fee Received Payment Type

FOOD HANDLER'S LICENSE: Please attach copy

[Redacted] 10/25/16
License Number Date of Issue

TAX COLLECTOR

I certify that applicant is current on all local taxes, assessments, betterments or any other municipal charges.

[Signature] 10/25/2016
Tax Collector Date

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

BRENDAN SYPHER

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination,
which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

[REDACTED]

CERTIFICATE NUMBER

5156

EXAM FORM NUMBER

4/21/2016

4/21/2021

DATE OF EXAMINATION

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

Sherman Brown
Sherman Brown
SVP, National Restaurant Association Solutions

COPY



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Contact us with questions at 175 W Jackson Blvd, Ste 1500, Chicago, IL 60604 or ServSafe@restaurant.org.

ServSafe® CERTIFICATION

HANNAH RUDD

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination,
which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).


CERTIFICATE NUMBER

10519

EXAM FORM NUMBER

10/25/2016

10/25/2021

DATE OF EXAMINATION

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655


Sherman Brown
SVP, National Restaurant Association Solutions

COPY



In accordance with Maritime Labour Convention 2006, Resolution ADM N 068-2013 (Regulation 3.2 Standard A3.2)

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Contact us with questions at 175 W Jackson Blvd, Ste 1500, Chicago, IL 60604 or ServSafe@restaurant.org

Town of Ayer

Office of Community & Economic Development

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



MEMORANDUM

TO: Board of Selectmen

FROM: Alan Manoian, Director of Economic and Community Development
Alicia Hersey, Program Manager

DATE: October 27, 2016

RE: 2016/2017 BHTCC Contract with Advocates



The Town has again been awarded funds from the Department of Health and Human Services in support of the SAMHSA Behavioral Health Treatment Court Collaborative (BHTCC) Grant. This is the third year of a four year Grant.

The BHTCC Grant contract is for a sum of \$341,312 and runs from September 30, 2016 until September 29, 2017.

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

Motion to approve and sign the BHTCC Grant contract between the Town of Ayer and Advocates Inc. in the amount of \$341,312.

AGREEMENT

This agreement between the Town of Ayer (the "Town"), a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at One Main Street, Ayer, Massachusetts, and Advocates, Inc., ("the Advocates"), having its usual place of business at 1881 Worcester Road, Framingham, MA 01701 has been entered into the 30th day of September, 2016 (the Effective Date").

Whereas the Town has been awarded a grant from the United States Department of Health and Human Services, Substance Abuse and mental Health Services Administration as set forth in the Award Letter Dated June 23, 2016, incorporated herein as Attachment A, the parties to this agreement agree to the following:

- 1. Work Statement.** The Town agrees to engage Advocates to perform and provide to the satisfaction of the Town all duties and services set forth below and contained within the application for Federal Assistance submitted to the Department of Health and Human Services (Grant No. 5H79SM061687-03) incorporated herein as Attachment B, together with all duties and responsibilities of the Project Director and Case Managers as set forth in said position descriptions incorporated herein as Attachment C, in respect of the operation of the Behavioral Health Treatment Court Collaborative (BHTCC).

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

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



- Expand and enhance current culturally competent, trauma informed and evidence based co-occurring disorder screening and treatment for the target population in the jurisdiction of the Ayer and Worcester District Courts,
- Development and implementation of the Client Risk and Need Dashboard to combine screening and assessment findings to inform case planning and case coordination.

- Provide case management and appropriate treatment services/ referrals to individuals screened in, to include assessment findings as collected in the Client Risk and Need Dashboard summary.
- Provide Peer Support Engagement for service.
- Complete a needs assessment for the Worcester District court and implement a behavioral health treatment court collaborative; Expansion of services to Worcester in the beginning of year two of the grant
- Evaluate client outcomes and the developmental process of expanding services to Worcester courts; Identify trends and create corrective action plan as need indicates
- Develop a sustainability model.
- Assist the Court in development of a Community Resource Guidebook.
- The evaluation methods and requirements described in the Application shall be provided by Advocates.

2. Term of Contract: The term of this contract shall begin on the Effective Date and continue through September 29, 2017, unless extended in writing by the U.S. Dept. of Justice and the parties hereto. This contract may be discontinued by either party with written notification of 30 days. The Town may also terminate this contract without cause and without penalty upon written notice to the Contractor as per Section 4, Contract Termination or Suspension, within the Commonwealth's Terms and Conditions Form, incorporated herein as Attachment D.



- 3. Time and Place of Performance:** All services outlined within this Agreement and its attachments shall be delivered at the Advocates office in Ayer, the Ayer District Courthouse in Ayer, and the Worcester District Court House.
- 4. Compensation:** Subject to the Grant award the Town shall pay the contractor, and the Contractor shall accept from the Town, in full payment for duties and services rendered by the Contractor, compensation as outlined in the budget found under Federal in the Budget Summary in Attachment A. The total dollar amount of this Agreement shall not exceed \$341,312 during the term of this agreement. The sole funding source for this Agreement is the grant awarded to the Town by the federal Department of Health and Human Services (Grant No. 5H79SM061687-03). In the event that grant is terminated or otherwise suspended, the Town shall provide written notice to the Contractor of said event and both parties shall be immediately released from their obligations under this Agreement. Any funds from said grant which are not obligated at the end of the grant period may revert to the federal Office of Justice Programs.

5. **Manner of Payment:** Payment under this agreement shall be made by the Town to the Contractor upon submission of detailed and itemized invoices, in a form acceptable to the Town, for the services rendered by the Contractor. Invoices shall be billed on a monthly basis and must be reviewed and approved by the Project Director. Approved invoices shall generally be paid by the Town within 30 days of receipt.

6. **Written Reports:** The Contractor agrees to all Special Conditions contained within the Grant Award and shall provide the Town with data, information or reports required therein. The Contractor shall submit written annual reports to the Town on the status of the services within ten days of the year end dates throughout the duration of this Agreement: September 30, December 31, March 31 and June 30.

7. **Confidentiality:** Client confidentiality shall be strictly maintained in compliance with applicable law and client records will only be released when accompanied by a valid release form or as otherwise permitted by law.

8. **Liability of the Town:** The Town's liability hereunder shall be to make all payments when they shall become due, and the Town shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Agreement.

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

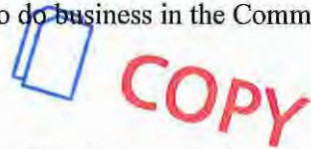
10. **Indemnification:** The Contractor shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the Contractor's breach of this Agreement or the negligence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

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

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

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

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

 COPY

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

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

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

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

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

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

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

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

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

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

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

Attachments

- A. Award Letter from US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, dated June 23, 2016;
- B. Application for Federal Assistance through Department of Health and Human Services (Grant No. 5H79SM061687-03);
- C. Position Descriptions: Project Director, Case Manager, Peer Case Manager.
- D. Commonwealth Terms and Conditions Form

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

TOWN OF AYER

CONTRACTOR

Board of Selectmen

Advocates, Inc.



By: 

Gary J. Luca, Chairman

Printed Name: Diane E. Gould



Christopher R. Hillman, Vice Chairman

Title: President - CEO



Jannice L. Livingston, Clerk

Certified As To Availability of Funds:



Lisa A. Gabree, Town Accountant

**Town of Ayer
Notice of Public Hearing
Ayer Board of Selectmen**

The Ayer Board of
Selectmen will be
conducting a Public
Hearing on Tuesday
November 1, 2016 at 7:15
PM at the Ayer Town Hall,
1st Floor Meeting Room, 1
Main Street, Ayer, MA
01432 regarding an
application by Keith
Leighton d/b/a The Revival
Pub, 25 Main Street #1A,
Ayer, MA 01432 seeking a
new license for general on-
premise all alcoholic
beverages pursuant to
MGL c. 138 sec. 12.

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

October 14, 2016



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF PROPOSED LICENSEE (Business Contact)

This is the corporation or LLC which will hold the license, **not** the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

2. RETAIL APPLICATION INFORMATION

There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license New Transfer or the transfer of an existing license?

If transferring, please indicate the current ABCC license number you are seeking to obtain:

If applying for a new license, are you applying for this license pursuant to special legislation?

Yes No Chapter Acts of

If transferring, by what method is the license being transferred?

3. LICENSE INFORMATION / QUOTA CHECK

City/Town

TYPE	CATEGORY	CLASS
<input type="text" value="\$12 General On-Premises"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

4. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: Middle: Last Name:

Title: Primary Phone:

Email:

5. OWNERSHIP Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a **direct beneficial interest** in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an **indirect beneficial interest** if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

A. All individuals listed below are required to complete a **Beneficial Interest Contact - Individual** form.
 B. All entities listed below are required to complete a **Beneficial Interest Contact - Organization** form.
 C. Any individual with any ownership in this license and/or the proposed manager of record must complete a **CORI Release Form**.

Name	Title / Position	% Owned	Other Beneficial Interest
Keith Leighton	Sole Proprietor	100	

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:
 City/Town: State: Zip Code:
 Country:

Description of Premises

Please provide a complete description of the premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage.

Floor Number	Square Footage	Number of Rooms
1	520	2

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

Please indicate by what right the applicant has to occupy the premises

Landlord Name

Lease Beginning Term

Landlord Phone

Lease Ending Term

Landlord Address

Rent per Month

Rent per Year

If leasing or renting the premises, a signed copy of the lease is required.

If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.

Please indicate if the terms of the lease include payments based on the sale of alcohol: Yes No

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINESS CONTACT

The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.

* Please see last page of application for required documents based on Legal Structure *

Entity Name: FEIN:

DBA: Fax Number:

Primary Phone: Email:

Alternative Phone: Legal Structure of Entity:

Business Address (Corporate Headquarters) Check here if your Business Address is the same as your Premises Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Mailing Address Check here if your Mailing Address is the same as your Premises Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Is the Entity a Massachusetts Corporation? Yes No

If no, is the Entity registered to do business in Massachusetts? Yes No

If no, state of incorporation

Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? Yes No

If yes, please complete the following table.

Name of License	Type of License	License Number	Premises Address
NE PLATBRAND MFG CO	ON PREMISES	006000030	9 MAIN ST, AYER, MA
<p><i>THIS PLACE HAS NOT OPENED AND LICENSE WILL BE TRANSFERRED TO NEW OWNER BY 2017.</i></p>			

Prior Disciplinary Action:

Has any alcoholic beverages license owned by the proposed licensee ever been disciplined for an alcohol related violation?

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? Yes No

Do you have direct, indirect, or financial interest in this license? Yes No

Have you ever been convicted of a state, federal, or military crime? Yes No
 If yes, attach an affidavit that lists your convictions with an explanation for each

If yes, percentage of interest

Have you ever been Manager of Record of a license to sell alcoholic beverages? Yes No

If yes, please indicate type of Interest (check all that apply):

Officer Sole Proprietor
 Stockholder LLC Manager
 LLC Member Director
 Partner Landlord
 Contractual Revenue Sharing
 Management Agreement Other

If yes, please list the licenses for which you are the current or proposed manager:

Please indicate how many hours per week you intend to be on the licensed premises

Employment Information of Proposed Manager

Please provide your employment history for the *past 10 years*

Date(s)	Position	Employer	Address	Phone
01/2000 - present	Owner	ICI, Inc.	94 Washington Street, Ayer, MA	800-852-2118

Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	<input type="text"/>
B. Purchase Price for any Business Assets	<input type="text"/>
C. Costs of Renovations/Construction	25000
D. Purchase Price of Inventory	5000
E. Initial Start-Up Costs	10000
F. Other (Please specify)	<input type="text"/>
G. Total Cost (Add lines A-F)	40000

Please note, the total amount of **Cash Investment** (top right table) plus the total amount of **Financing** (bottom right table) must be equal to or greater than the **Total Cost** (line G above).

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
Keith Leighton	40000
Total:	40000

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
Total:			

10. PLEDGE INFORMATION

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply)

License Stock / Beneficial Interest Inventory

To whom is the pledge is being made:

Does the lender have a beneficial interest in this license? Yes No

Does the lease require a pledge of this license? Yes No

ADDITIONAL SPACE

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

I am currently listed on a license for New England Flatbread & Ale Company which never opened and is being sold and the license will be transferred to the new owners. The closing is set for before November 1, 2016.

APPLICANT'S STATEMENT

I, Keith Leighton the: sole proprietor; partner; corporate principal; LLC/LLP member
Authorized Signatory

of The Revival Pub, hereby submit this application for all alcohol on premises license
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: Keith Leighton Digitally signed by Keith Leighton
Date: 2016.09.30 08:04:30 -04'00'

Date: 10/4/16

Title: *Owner*

Town of Ayer
Board of Selectmen's Office
Transmittal Form – Department Head Review



- Board of Health
- Department of Public Works
- Police Department
- Fire Department
- Building Inspector/Zoning Enforcement Officer
- Conservation Committee
- Clerk/Collector/Treasurer
- Assessor's Office
- Planning Board
- Economic & Community Development Office

Review Deadline Date October 19, 2016
Public Hearing Date November 1, 2016

Permit Sought: All Alcohol On Premise Liquor License

Description: Applicant seeking to establish bar room (no food service) where current hair salon exists

Submitted by Keith Leighton d/b/a The Revival Pub

Address 25 Main Street #1A Telephone 978-502-8189

This plan is submitted for your review, comments, and recommendations. Please return to the Board of Selectmen's Office by the Review Deadline Date so that the Board of Selectmen can consider your recommendation.

Approved Modifications Needed Disapprove

(If your recommendation is not "Approved", please specify/illustrate reasons why.)

Comments: No ISSUES

Signed 

Title DPW Supt

Date 10/14/16

Town of Ayer
Board of Selectmen's Office
Transmittal Form – Department Head Review



_____ Board of Health
_____ Department of Public Works
_____ Police Department
 Fire Department
_____ Building Inspector/Zoning Enforcement Officer
_____ Conservation Committee
_____ Clerk/Collector/Treasurer
_____ Assessor's Office
_____ Planning Board
_____ Economic & Community Development Office

Review Deadline Date October 19, 2016
Public Hearing Date November 1, 2016

Permit Sought: All Alcohol On Premise Liquor License

Description Applicant seeking to establish bar room (no food service) where current hair salon exists

Submitted by Keith Leighton d/b/a The Revival Pub

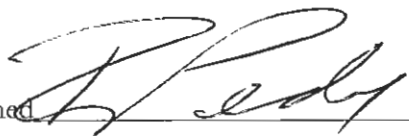
Address 25 Main Street #1A Telephone 978-502-8189

This plan is submitted for your review, comments, and recommendations. Please return to the Board of Selectmen's Office by the Review Deadline Date so that the Board of Selectmen can consider your recommendation.

Approved _____ Modifications Needed _____ Disapprove

(If your recommendation is not "Approved", please specify/illustrate reasons why.)

Comments:

Signed  Title Fire Chief
Date 10/14/16

Town of Ayer
Board of Selectmen's Office
Transmittal Form – Department Head Review



_____ Board of Health
_____ Department of Public Works
_____ Police Department
_____ Fire Department
 Building Inspector/Zoning Enforcement Officer
_____ Conservation Committee
_____ Clerk/Collector/Treasurer
_____ Assessor's Office
_____ Planning Board
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_____ Approved _____ Modifications Needed _____ Disapprove

(If your recommendation is not "Approved", please specify/illustrate reasons why.)

Comments: THE OWNER PLANS TO RENOVATE A PORTION OF HIS BUILDING TO CREATE THE SPACE FOR THE BAR.
I HAVE NOT RECEIVED FINAL PLANS OR PERMIT APPLICATION FOR THIS WORK.
I HAVE NO OBJECTION WITH THIS REQUEST BEING GRANTED, CONTINGENT ON CREATING THE SPACE.

Signed [Signature] Title BUILDING COMMISSIONER

Date 11. OCT '16

Town of Ayer
Board of Selectmen's Office
Transmittal Form – Department Head Review



_____ Board of Health
_____ Department of Public Works
_____ Police Department
_____ Fire Department
_____ Building Inspector/Zoning Enforcement Officer
 Conservation Committee
_____ Clerk/Collector/Treasurer
_____ Assessor's Office
_____ Planning Board
_____ Economic & Community Development Office

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Address: 25 Main Street #1A Telephone: 978-502-8189

This plan is submitted for your review, comments, and recommendations. Please return to the Board of Selectmen's Office by the Review Deadline Date so that the Board of Selectmen can consider your recommendation.

_____ Approved _____ Modifications Needed _____ Disapprove

(If your recommendation is not "Approved", please specify/illustrate reasons why.)

Comments: Nothing wetland related. But a significant chemical inspection of the premises would be helpful. Whatever they put in hair products, you probably don't want in your beer.

Signed Ben Allen Title Conservation Administrator

Date 10/17/16

Town of Ayer
Board of Selectmen's Office
Transmittal Form – Department Head Review



_____ Board of Health
_____ Department of Public Works
_____ Police Department
_____ Fire Department
_____ Building Inspector/Zoning Enforcement Officer
_____ Conservation Committee
 Clerk/Collector/Treasurer
_____ Assessor's Office
_____ Planning Board
_____ Economic & Community Development Office

Review Deadline Date October 19, 2016
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Address 25 Main Street #1A Telephone 978-502-8189

This plan is submitted for your review, comments, and recommendations. Please return to the Board of Selectmen's Office by the Review Deadline Date so that the Board of Selectmen can consider your recommendation.

Approved _____ Modifications Needed _____ Disapprove

(If your recommendation is not "Approved", please specify/illustrate reasons why.)

Comments:

Signed *Susan Copeland*
Date *October 12, 2016*

Title *Clerk/Collector/Treasurer*

Town of Ayer
Board of Selectmen's Office
Transmittal Form – Department Head Review



_____	Board of Health	Review Deadline Date	<u>October 19, 2016</u>
_____	Department of Public Works	Public Hearing Date	<u>November 1, 2016</u>
_____	Police Department		
_____	Fire Department		
_____	Building Inspector/Zoning Enforcement Officer		
_____	Conservation Committee		
_____	Clerk/Collector/Treasurer		
<u> o </u>	Assessor's Office		
_____	Planning Board		
_____	Economic & Community Development Office		

Permit Sought: All Alcohol On Premise Liquor License

Description: Applicant seeking to establish bar room (no food service) where current hair salon exists

Submitted by: Keith Leighton d/b/a The Revival Pub

Address: 25 Main Street #1A Telephone: 978-502-8189

This plan is submitted for your review, comments, and recommendations. Please return to the Board of Selectmen's Office by the Review Deadline Date so that the Board of Selectmen can consider your recommendation.

Approved Modifications Needed Disapprove

(If your recommendation is not "Approved", please specify/illustrate reasons why.)

Comments:

Signed Thomas Hogan
Date 10/18/16

Title Assessing Administrator

Town of Ayer
Board of Selectmen's Office
Transmittal Form – Department Head Review



_____ Board of Health
_____ Department of Public Works
_____ Police Department
_____ Fire Department
_____ Building Inspector/Zoning Enforcement Officer
_____ Conservation Committee
_____ Clerk/Collector/Treasurer
_____ Assessor's Office
_____ Planning Board
_____ Economic & Community Development Office

Review Deadline Date October 19, 2016
Public Hearing Date November 1, 2016

Permit Sought: All Alcohol On Premise Liquor License

Description: Applicant seeking to establish bar room (no food service) where current hair salon exists

Submitted by Keith Leighton d/b/a The Revival Pub

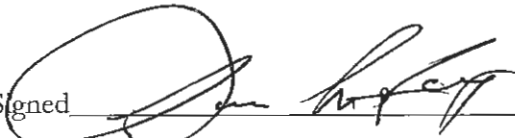
Address 25 Main Street #1A Telephone 978-502-8189

This plan is submitted for your review, comments, and recommendations. Please return to the Board of Selectmen's Office by the Review Deadline Date so that the Board of Selectmen can consider your recommendation.

_____ Approved _____ Modifications Needed _____ Disapprove

(If your recommendation is not "Approved", please specify/illustrate reasons why.)

Comments: NO ACTION REQUIRED

Signed 

Title CHAIRMAN

Date 10/17/16

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: October 27, 2016
To: Board of Selectmen
From: Mark Wetzel, P.E. Superintendent of Public Works
Dan Van Schalkwyk, P.E., Town Engineer
Subject: November 1st Meeting Agenda Items



1. **Update on Pan Am Diesel Fuel Spill Clean-up**
2. **Recommendation for Reduced Sewer Connection Fee for Existing Residents** – See attached memo recommending a temporary reduction in the sewer connection fee for existing residents with Town sewer abutting their property. For approval by the Board.
3. **Pleasant Street Reconstruction Project Contract Change Order** – This Change Order is for installation of temporary bypass and final connections for fire services at #39 and #49 Main Street, a three-way valve connection at Main Street, and materials and labor associated with replacing a defective hydrant near #49 Main Street. A copy of the Change Order is attached. For signature by the Chair.
4. **Pre-Engineered Garage at Grove Pond Water Treatment Plant Agreement**- Attached is the Agreement with Dankris Builders Corp. for construction of a pre-engineered garage at the Grove Pond Water Treatment Plant. For signature by the Board.
5. **West Main Street Wastewater Pumping Station Contract Change Order** – Attached is Change Order No. 2 for Scherbon Consolidated Inc. for the construction of the West Main Street Wastewater Pumping Station Replacement. The change order is for \$8,993 related to changes in connections to the existing sewer in West Main Street. For signature by the Chair.

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

Memorandum

Date: October 19, 2016

To: Ayer Board of Selectmen
Robert Pontbriand, Town Administrator

From: Mark Wetzel P.E., Public Works Superintendent

Re: Sewer Connection Fee

The Sewer Connection Fee was increased on July 1, 2016 from \$1,500 per equivalent residential unit (ERU) to \$4,800 per ERU. The fee had not been increased in 13 years. The new rate was calculated based on the cost to collect and treat the wastewater for a three bedroom residential unit (330 gpd).

Several residents have expressed an issue with the increased rates, particularly those that have existing sewer in front of their house and only recently needed to connect to the sewer. I reviewed the water & sewer records and estimate that there are approximately 100 houses that are not connected to the sewer but have town sewer in front of their house.

Based on the input from the residents, I propose that the Town allow existing residents to connect to the Town sewer for a connection fee of \$2,000 for a period ending July 1, 2017. This does not include any of the costs to make the physical connection. They would still be responsible for obtaining all related permits (road opening, trench, plumbing) and would need to use a DPW approved "drain layer".

If the Board concurs with this recommendation, The DPW will mail a notification to the affected residents.

Change Order No. 2

Date of Issuance: _____ Effective Date: _____

Project: Pleasant Street Reconstruction Project	Owner: Town of Ayer, MA	Owner's Contract No.:
Contract: Pleasant Street Reconstruction Project		Date of Contract: May 17, 2016
Contractor: Ricciardi Bros., Inc.		Engineer's Project No.:

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

Description: Additional materials, labor, and installation of temporary bypass and final connections for fire services at #39 and #49 Main Street. Additional materials, labor, and install of three-way valve and tee for water main connection at Main Street. Materials and labor associated with hydrant replacement near #49 Main Street.

Attachments: (List documents supporting change): Drawings, Cost Sheets

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$833,566.45	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): November 17, 2016 Ready for final payment (days or date): _____
Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$5,500.00	Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial completion (days): <u>1</u> Ready for final payment (days): _____
Contract Price prior to this Change Order: \$839,066.45	Contract Times prior to this Change Order Substantial completion (days or date): November 18, 2016 Ready for final payment (days or date): _____
Increase of this Change Order: \$31,541.95	Increase of this Change Order: Substantial completion (days or date): <u>7 days</u> Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$870,608.40	Contract Times with all approved Change Orders: Substantial completion (days or date): November 25, 2016 Ready for final payment (days or date): _____

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

Date: _____	Date: _____	Date: _____
-------------	-------------	-------------

APPROVED BY FUNDING AGENCY (IF APPLICABLE): _____	Agency (Authorized Signature)	Date: _____
----------------------------------------------------------	-------------------------------	-------------



Ricciardi Bros., Inc.
PCO/Change Order

Project: Pleasant St. Reconstruction
PCO/Change Order #: 4
Date: 9.30.16

Engineer: Ayer DPW
25 Brooks St.
Ayer, MA 01432

General Contractor: Ricciardi Bros., Inc.
20 Envelope Ter.
Worcester MA, 01604

Scope of Work Description:

Supply materials and equipment to install new fire services located at 39 and 49 Main St.

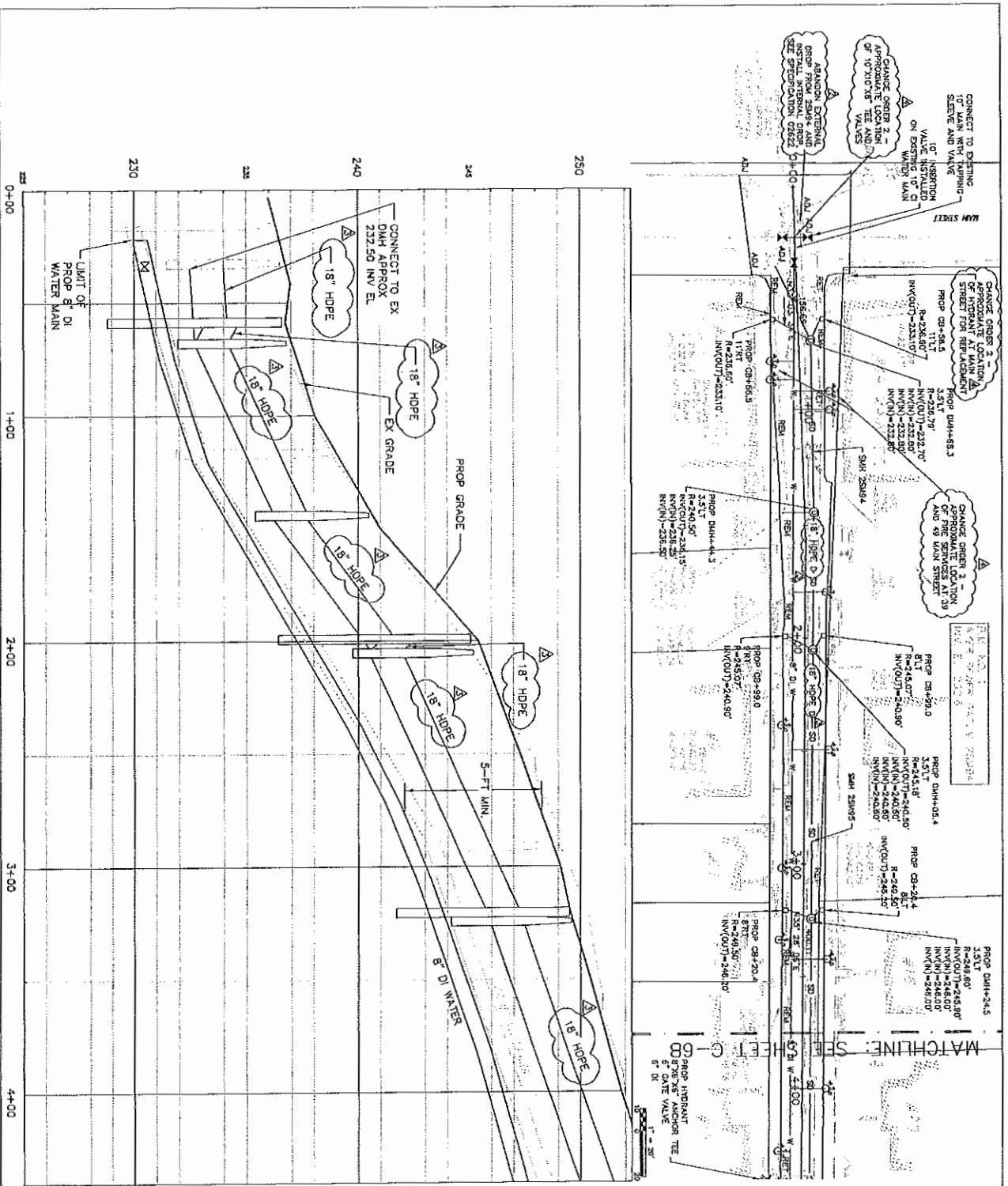
Note:
Time Extension: 4 Day

Scope of Work Description	Materials					Units per MH	Labor			Equipment				Total Cost	
	Item Description	UOM	Qty	Cost Per Unit	Total		MHRS	Rate	Total	Eq. Type	# Hrs.	Rate	Total		
Fire Service @ 39 Main St.	8x6 Tee	EA	1.0	\$273.17	\$273.17	Operator	16.00	69.38	\$1,110.08	Backhoe	8.00	\$100.00	\$800.00	\$2,183.25	
	8" Megalug / Glands	EA	2.0	\$55.25	\$110.50	Driver	16.00	53.21	\$851.36	10 Wheeler	16.00	\$55.00	\$880.00	\$1,841.86	
	6" Megalug / Glands	EA	3.0	\$41.25	\$123.75	Laborer	16.00	51.75	\$828.00	Service Truck	16.00	\$25.00	\$400.00	\$1,351.75	
	6" Gate	EA	1.0	\$545.00	\$545.00				\$0.00	Mini Excavator	8.00	\$45.00	\$360.00	\$905.00	
	Gate Box	EA	1.0	\$183.00	\$183.00				\$0.00				\$0.00	\$183.00	
	6" CLDI	LF	12.0	\$13.40	\$160.80				\$0.00				\$0.00	\$160.80	
	6" Solid Sleeve	EA	1.0	\$96.25	\$96.25				\$0.00				\$0.00	\$96.25	
Fire Service @ 49 Main St.	8x4 Tee	EA	1.0	\$176.92	\$176.92	Operator	16.00	69.38	\$1,110.08	Backhoe	8.00	\$100.00	\$800.00	\$2,087.00	
	8" Megalug / Glands	EA	2.0	\$55.25	\$110.50	Driver	16.00	53.21	\$851.36	10 Wheeler	16.00	\$55.00	\$880.00	\$1,841.86	
	4" Megalug / Glands	EA	10.0	\$35.95	\$359.50	Laborer	16.00	51.75	\$828.00	Service Truck	16.00	\$25.00	\$400.00	\$1,587.50	
	4" Gate	EA	1.0	\$495.00	\$495.00				\$0.00	Mini Excavator	8.00	\$45.00	\$360.00	\$855.00	
	Gate Box	EA	1.0	\$183.00	\$183.00				\$0.00				\$0.00	\$183.00	
	4" CLDI	LF	16.0	\$19.50	\$312.00				\$0.00				\$0.00	\$312.00	
	4" Solid Sleeve	EA	1.0	\$62.28	\$62.28				\$0.00				\$0.00	\$62.28	
	4" Z2 Bend	EA	2.0	\$58.74	\$117.48				\$0.00				\$0.00	\$117.48	
	4" 11 Bend	EA	2.0	\$54.49	\$108.98				\$0.00				\$0.00	\$108.98	
Subtotals					\$3,418.13				\$5,578.88				\$4,880.00	\$13,877.01	
													Sub-Contractors Labor Insurance Cost	44.00%	\$2,454.71
													Sub Total		\$16,331.72
													Overhead & Profit	10.00%	\$1,633.17
Total CO No.															\$17,964.89

Company: _____
Accepted by: _____
Print Name: _____
Date: _____

NOTES:

This PCO/Change order summary does not reflect changes in the original Contract Sum or original Contract Time. This PCO/Change Order is in addition to the original Contract Sum and Contract Time. Ricciardi Bros., Inc. (RBI) reserves the right to additional time or to direct, and indirect costs associated with this PCO/Change Order. RBI does not waive its rights to an additional extension of time or to recover additional costs by signing this PCO/Change Order. The General Contractor, in executing this PCO/Change Order, agrees that RBI has properly reserved its rights for additional time and compensation. RBI reserves its rights to additional time and time dependent direct and indirect costs associated with this PCO/Change Order. RBI does not waive its rights to an extension of time or to recover time dependent direct or indirect costs by signing this PCO/Change Order. The total for this PCO/Change Order summary provides compensation for all direct costs and indirect non time related costs associated with this change. In accepting this reservation of rights, the General Contractor has not waived any of its rights under contract and law. Other than allowing this reservation of rights for this PCO/Change Order, all other contract provisions remain in full force and effect.



NOTES

1. INTERNAL TEMPORARY WATER MAIN FROM MAIN CONNECTION TO MAIN STREET, SEE SPECIFICATIONS.
2. WATER SERVICE LEADERS ARE APPROXIMATE. WATER SERVICE WILL BE LOCATED AT ALL DESTINY WATER SERVICES DURING CONSTRUCTION.
3. SEE SPECIFICATIONS FOR SERVICE REPAIR/INSTALLATION.

PROFILE SCALE
 HORIZONTAL SCALE: 1" = 20'
 VERTICAL SCALE: 1" = 2'

FILE TABLE

PROJECT	PLEASANT STREET RECONSTRUCTION PROJECT
DATE	01/27/2015
DESIGNED BY	M. WETZEL
CHECKED BY	M. WETZEL
DATE	01/27/2015
PROJECT TITLE	PLEASANT STREET RECONSTRUCTION PROJECT
SHEET	C-4A

REVISIONS:

NO.	DATE	DESCRIPTION
1	01/27/2015	ISSUED FOR PERMIT
2	01/27/2015	ISSUED FOR CONSTRUCTION

ENGINEER:
 Ayer DPW
 25 Brock Street
 Ayer, Massachusetts

Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01 A.
- A. For all Work, at the price of \$308,986.00 (Three Hundred Eight Thousand Nine Hundred Eighty Six dollars and Zero cents) which is equivalent to the price stated in Contractor's Price Proposal Form minus the scope and price changes in the letter titled "Pre-Engineered Garage at Grove Pond WTP" dated October 21, 2016 from Contractor to Ayer DPW, all attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article VIII of the General Conditions. Applications for Payment will be processed by *Engineer as provided* in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Article VIII of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the General Conditions:
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts as Engineer shall determine in accordance with the General Conditions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with the General Conditions and the Supplementary Conditions, Owner shall pay the remainder of the Contract Price as recommended by the Engineer and as provided in the General Conditions, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

ARTICLE 7 – INTEREST

7.01 Not Applicable

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 5, inclusive).
 - 2. Performance bond and Payment bond
 - 3. General Conditions
 - 4. Supplementary Conditions

5. Specifications as listed in Appendix E of the Request for Proposals.
6. Drawings consisting of 16 sheets with each sheet bearing the following general title: Pre-Engineered Garage at Grove Pond Water Treatment Plant in Appendix D of the Request for Proposals.
7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Non-Price Proposal and Price Proposal, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (letter dated October 21, 2016, inclusive).
8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four copies. One counterpart each has been delivered to Owner, Contractor, Engineer, and Agency. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement is dated _____.

OWNER:

Board of Selectmen
Town of Ayer
Ayer, Massachusetts

By: _____

Title: Chairman

By: _____

Title: Member

By: _____

Title: Member

CONTRACTOR

By: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Approved: _____

Title: Treasurer

Attest: _____

Title: Clerk

Address for giving notices:

Attest: _____

Title: _____

Address for giving notices:

Agent for service of process:

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Change Order

No. 2

Date of Issuance: October 19, 2016

Effective Date: October 19, 2016

Project: West Main Street Pump Station Replacement	Owner: Board of Selectmen, Town of Ayer	Owner's Contract No.: 2
Contract: West Main Street Pump Station Replacement		Date of Contract: May 17, 2016
Contractor: Scherbon Consolidated, Inc.		Engineer's Project No.: 01151

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

Description:

Additional costs associated with furnishing and installing a new sewer and removing existing brick sewer manhole. (\$8,993.00)

Attachments (list documents supporting change):

Proposed change order summaries from Scherbon Consolidated (CE #2)

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

<p>Original Contract Price:</p> <p style="margin-left: 40px;"><u>\$339,600.00</u></p> <p>Increase from previously approved Change Orders No. <u>0</u> to No. <u>1</u>:</p> <p style="margin-left: 40px;"><u>\$19,642.00</u></p> <p>Contract Price prior to this Change Order:</p> <p style="margin-left: 40px;"><u>\$359,242.00</u></p> <p>Increase of this Change Order:</p> <p style="margin-left: 40px;"><u>\$8,993.00</u></p> <p>Contract Price incorporating this Change</p> <p style="margin-left: 40px;"><u>\$368,235.00</u></p>	<p>Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days</p> <p style="margin-left: 40px;">Substantial completion (days or date): <u>196 Days</u></p> <p style="margin-left: 40px;">Ready for final payment (days or date): <u>210 Days</u></p> <p>Increase from previously approved Change Orders No. <u>0</u> to No. <u>1</u>:</p> <p style="margin-left: 40px;">Substantial completion (days): <u>50 Days</u></p> <p style="margin-left: 40px;">Ready for final payment (days): <u>50 Days</u></p> <p>Contract Times prior to this Change Order:</p> <p style="margin-left: 40px;">Substantial completion (days or date): <u>246 Days</u></p> <p style="margin-left: 40px;">Ready for final payment (days or date): <u>260 Days</u></p> <p>Increase of this Change Order:</p> <p style="margin-left: 40px;">Substantial completion (days or date): <u>0 Days</u></p> <p style="margin-left: 40px;">Ready for final payment (days or date): <u>0 Days</u></p> <p>Contract Times with all approved Change Orders:</p> <p style="margin-left: 40px;">Substantial completion (days or date): <u>246 Days</u></p> <p style="margin-left: 40px;">Ready for final payment (days or date): <u>260 Days</u></p>
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RECOMMENDED:
 By: [Signature]
 Engineer (Authorized Signature)
 Date: October 19, 2016

ACCEPTED:
 By: [Signature]
 Owner (Authorized Signature)
 Date: _____

ACCEPTED:
 By: [Signature]
 Contractor (Authorized Signature)
 Date: 10/20/16

Estimate Details By Division

Customer ID: Town of Ayer

Customer Name: Main St Pump Station Replacement

Project ID: 1605

Project Description: Ayer - W. Main St P.S. Replacement

Estimate ID: CE #2

Estimate Description: New Sanitary MH in Street

CSI	Description	Quantity	Unit	Labor	Materials	Equipment	Subcontract	Other	Total Cost
							Net Costs Subtotal		7,266
							General Conditions		363
							Subtotal		7,629
							fee		1,144
							Subtotal		8,774
							Bonds & Insurance		219
							Total Estimate		8,993

Estimate Details By Division

Customer ID: Town of Ayer

Customer Name: Main St Pump Station Replacement

Project ID: 1605

Project Description: Ayer - W. Main St P.S. Replacement

Estimate ID: CE #2

Estimate Description: New Sanitary MH in Street

CSI	Description	Quantity	Unit	Labor	Materials	Equipment	Subcontract	Other	Total Cost
(none)									
10	precast SMH with frame and cover	1	ls	0	938	0	0	0	938
30	stone under SMH	1	ls	0	150	0	0	0	150
40	concrete & bricks for invert	1	ls	0	350	0	0	0	350
45	construct invert	1	sh	1,060	0	0	0	0	1,060
50	Mobe excavator	1	ls	0	0	300	0	0	300
60	service truck	1	sh	0	0	120	0	0	120
70	Labor & Equipment to install	1	sh	1,768	0	1,600	0	0	3,368
80	trenchbox	1	ls	0	0	100	0	0	100
90	plate compactor	1	ls	0	0	200	0	0	200
99	foreman & p/u truck	1	sh	600	0	80	0	0	680
Total				<u>3,428</u>	<u>1,438</u>	<u>2,400</u>	<u>0</u>	<u>0</u>	<u>7,266</u>
Grand Total				<u>3,428</u>	<u>1,438</u>	<u>2,400</u>	<u>0</u>	<u>0</u>	<u>7,266</u>

**Partnership
Wild and Scenic Rivers –
US National Park Service**



Proposed for Segments of the Nashua,
Nesikissit & Squannacook Rivers
in the towns of:
Ayer, Dunstable, Groton, Harvard,
Lancaster, Shirley, Townsend, & Pepperell, MA
Presentation to Partner Communities

Status report: on the work of the
Wild and Scenic Rivers
Nashua River Study Committee



What is a Wild and Scenic River Study?

- A congressionally authorized Study to determine whether a particular river segment is eligible and suitable for designation as a nationally recognized Wild and Scenic River.
- The Study is based on the 1968 Wild and Scenic Rivers Act passed by Congress to provide a mechanism to protect and restore the nation's best rivers for the benefit and enjoyment of present and future generations. Presently, 160 rivers have been designated in 36 states.



The Nashua River Study Committee consists of a representative and, in most cases, an alternate appointed by the participating towns' BoS. Current Study Committee members are:

Ayer	Beth Suedmeyer (rep) & Robert Pontbriand (alt)
Dunstable	Leah Basbanes (rep) & Judy Larler (alt)
Groton	Nadia Madden (rep) & Tim Newman (alt)
Harvard	Lucy Wallace (rep)
Lancaster	Bill Flynn (rep) & Ryan McNutt (alt)
Pepperell	Paula Terassi (rep) & Mark Andrews (alt)
Shirley	Heidi Ricci (rep)
Townsend	Bill Wilkinson (rep) & Karen Chapman (alt)

- Other voting committee members include representatives from National Park Service and Nashua River Watershed Association.
- Non-voting members include representatives from MA Div. of Ecological Restoration, MA Div. of Fish & Wildlife, US Fish & Wildlife Service and US Geologic Service.
- Participating guests include local and regional resource experts from Massachusetts and New Hampshire.

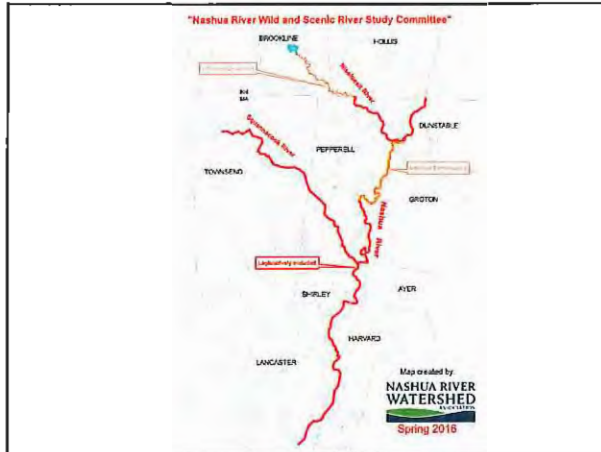
Boards of Selectmen of Ayer, Dunstable, Groton, Harvard, Lancaster, Shirley, Townsend, & Pepperell voted to endorse the commencement of the Study.

Congress authorized the Study in late December 2014 and Congresswoman Tsongas publicly announced the Study in early January 2015.



What Parts of the Rivers are Being Considered for Wild and Scenic Designation in the Study?

- **River Segment 1:**
Nashua River *Mainstem*: from the Confluence of the North and South Nashua Rivers in Lancaster, MA, north to the MA/NH state line at Pepperell/ Dunstable, MA with the four mile stretch of Pepperell Pond informally participating.
- **River Segment 2:**
Squannacook River: from Ash Swamp at the headwaters of the Squannacook in West Townsend south/ southeast to its confluence with the Nashua River *Mainstem* in Shirley/ Ayer, MA.
- **River Segment 3:**
Nissitissit River: from state line southeast to its confluence with the Nashua River *Mainstem* in Pepperell, MA with upper reach from Lake Potanipo in Brookline, NH to MA state-line informally participating.



What is so special about these rivers? What do people care about?

Outstandingly Remarkable Resource Values

- Scenic natural and agricultural landscapes.
- Recreation (e.g.: boating, trout stocking, bass fishing tournament & the Nashua River Rail Trail).



- Ecological values including cold-water fisheries, ACECs, biodiversity & habitat.
- Local cultural & industrial history (including mill ponds, reversal of Nashua from top 10 most polluted rivers in US).

Why is the Wild and Scenic River Study itself so Valuable?

- The Study process provides an opportunity for towns along these rivers to work together to protect their shared regional resource.
- The Study provides communities with incentives, structure, expertise and funding to identify needs, set goals and implement plans to maintain and protect these rivers.
- The process is entirely voluntary & locally determined.



What will the Study for the Nashua, Nissitissit & Squannacook Rivers Entail?

- The Study will probably take a total ~3 years to finish.
- It is being conducted by a Study Committee of local stakeholders including the NRWA, state and regional experts, and is supported by staff and funding from the National Park Service.
- The study is focusing on the natural, ecological, cultural, historic, scenic, and/or recreational assets of these rivers.
- With much public input the study will be used to develop a river management plan and locally-determined vision of strategies to protect and restore the outstanding resources of these rivers.

What Would Wild and Scenic Designation Achieve?

- Designation will be granted only if the Study demonstrates both outstanding resources and a local commitment to protect them.
- W&SR designation would prohibit new federally-licensed dams and harmful diversions. It adds federal protection to ensure that any future federally-funded or federally-permitted water resource project would not adversely impact these rivers.
- The Study creates a river management plan to be directed by a locally-based "coordinating council" which oversees its implementation.
- The river management plan would help protect water quality and natural and cultural resources through voluntary measures at the local level.
- Designation would qualify these river segments for annual federal funds.



What the Study and Designation DOES NOT DO:

- The Study and designation does *not*:
lead to federal acquisition, establish a federal park or put land under federal control, require public access to private land, or force any changes in the local process of land-use decision-making.
- The Study and designation does *not* change any existing land uses. No impact on existing dams.
- Hunting and fishing laws are not *affected* by a designation and access to the rivers is *not* restricted.

What happens during the period of the Study?

- A Wild and Scenic Study Report is prepared to determine the *eligibility* and *suitability* of these rivers for a W&S designation [Underway]
- During the Study, federal permits and projects that might effect the river – e.g. new dams – are reviewed to protect natural and cultural resources.



If designated, how will the river be managed?

- The mutually-agreed upon River Management Plan and its recommended priorities will be implemented by a "Coordinating Council".
- As a designated Partnership Wild and Scenic River an annual Congressional appropriation will assist in implementing the River Management Plan.
- Wild and Scenic status often leverages additional funds.

Next Steps for the current Study Committee

- Two sub-committees are at work: Outreach & Outstandingly Remarkable Resource Values (ORRVs).
- These sub-committees will reach out to town boards as well as to interested individuals and local organizations to gather relevant information.
- Drafts of Study Committee's work will be publically shared for further input and feedback.
- Once a draft management plan is prepared town BoS must vote to put the plan on their town meeting agenda.
- Formal vote at each participating town Spring 2018 annual meeting to determine whether town agrees to proceed with seeking Congressional Wild & Scenic designation.

Questions?



Nashua River Watershed Association

CONTACT US

See <http://nashawayrivers.weebly.com/>

At Nashua River Watershed Association (NRWA)

- Al Futterman, Land Programs and Outreach Director
(978) 448-0299

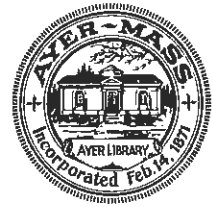
At National Park Service

- Jamie Fosburgh, Northeast Region Rivers Program
New England Team Leader
(617) 223-5191

National Park Service



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: October 28, 2016

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: Town Administrator's Report for the November 1, 2016 Board of Selectmen's Meeting

Dear Honorable Selectmen,

I offer the following Town Administrator's Report for your November 1, 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 at the meeting to include the following topics: FY 2018 Budget Preparation; MART Commuter Rail Surface Parking Lot and Access Project Update; and Administrative matters occurring since the last Board Meeting on October 18, 2016.

Authorization for Full Time Conservation Agent Hours and Benefitted Status:

- With the passage of Article 3 by Town Meeting on October 24, 2016, I am respectfully requesting that the Board vote to authorize the full-time hours and benefitted status for the Conservation Agent position effective November 2, 2016. I will be meeting with the Conservation Agent, the Conservation Commission and the DPW Superintendent to further define the projects and priorities of this position now that it will be full-time and now that funding was also approved by Town Meeting under Article 4 for the Spring Aquatic Treatment of the Ponds.

Approval of Council on Aging MART Contract:

- The Board is respectfully requested to approve the attached Council on Aging MART Contract (See attached). This contract is for the MART van service at the Council on Aging and reflects new insurance changes.

Thank you.



Administrator
Mohammed H. Khan

RECEIVED

OCT 13 2016

MONTACHUSETT REGIONAL TRANSIT AUTHORITY
1427R Water Street, Fitchburg, Massachusetts 01420
(978)345-7711 - 1-800-922-5636 - FAX: (978) 345-9867

Member Communities
Fitchburg
Leominster
Gardner
Ashburnham
Shirley
Ayer
Lancaster
Sterling
Hubbardston
Royalston
Littleton
Winchendon
Ashby
Templeton
Westminster
Hardwick
Lunenburg
Harvard
Bolton
Boxborough
Stow

MEMO

TO: TOWN OF AYER
SELECTMEN'S OFFICE
Boards of Selectmen – Member Communities Operating
Council on Aging Van(s) Provided by MART

FROM: Bruno Fisher, Deputy Administrator

DATE: October 11, 2016

RE: Council on Aging Contract with MART

As discussed at the recent meeting with Council on Aging Directors, Town Administrator's / Managers and several Selectperson's, MART has revised the proposed contract agreement between MART and member community COA's which operate their own transportation.

Based on the discussions, we revised the agreement as requested and the actual changes and their locations within the agreement are indicated below for ease of reference and confirmation, as follows:

- I. C. 5 – insurance language changed, as received by Jeff
- II – contract effective date and duration changed
- IV. B. – revised this section, included reference to new reporting forms, separate the required data for each of the (2) forms
- Exhibit A – swapped out with new Exhibit A to include the insurance requirement changes, as received by Jeff
- Exhibit D – included as this exhibit are the new monthly ridership report forms

Please review of the revised COA contract for your community which accompanies this letter. As discussed at the recent meeting, MART will work with each community on the execution of their agreement and transfer of insurance. MART staff will be available to assist COA staff, Town Managers/Administrators and/or Boards of Selectmen with any changes necessitated by this transition.

Upon review, please execute both copies of the contract along with the Certificate of Insurance and return to: MART –Attention: Adam Gromelski, 1427R Water Street, Fitchburg, MA 01420. MART will send (1) fully executed contract back to the Town for their records.

Please feel free to contact MART with any questions by email at bruno.fisher@mrta.us or Adam Gromelski at adam.gromelski@mrta.us .

Sincerely,

Bruno J. Fisher

Bruno Fisher
Deputy Administrator

Enc.

CC: Mohammed Khan, Administrator
James Sluss, Chief Financial Officer
Adam Gromelski, Project Manager
Mark Goldstein, MART General Counsel

TRANSPORTATION SERVICE CONTRACT
By and Between
Montachusett Regional Transit Authority (MART)
1427R Water Street
Fitchburg, MA 01420
and
Town of Ayer
1 Main Street
Ayer, MA 01432

THIS AGREEMENT by and between the Town of Ayer, a community acknowledged by the Commonwealth of Massachusetts, with a Council on Aging office located at 18 Pond Street, Ayer, MA 01432 (hereinafter referred to as "**MEMBER COA**") and the Montachusett Regional Transit Authority, a body politic and corporate, and a political subdivision of the Commonwealth of Massachusetts, organized pursuant to the provisions of Chapter 161B of the Massachusetts General Laws of the Acts of 1973, as amended (hereinafter referred to as "**MART**")

WITNESSETH:

WHEREAS, the MEMBER COA desires to operate transportation services within its community on behalf of MART through its Council on Aging Department, which it may lawfully do so pursuant to Section 6(f) of Chapter 161B of the General Laws, as these services are for the elderly and disabled residents of the community; and

WHEREAS, the MEMBER COA represents that it is fully able and qualified to provide these services as presently constituted and any additional services upon reasonable notice and mutual agreement; and

WHEREAS, MART represents that it is willing to provide the MEMBER COA with a vehicle to provide services and is fully capable and qualified to administer funding and oversight for these services;

NOW, THEREFORE, the parties do mutually agree as follows:

I. ENGAGEMENT OF SERVICES

- A. MEMBER COA hereby elects to perform and operate transportation services in their Town during normal business hours. These services are origin to destination trips and designated for the elderly and disabled (of any age) residents of the aforementioned Town. Each MEMBER COA shall inform MART of their Town's decision in regards to service days and hours of operation on an annual basis.

Any incidental use or use outside the designated or timeframe must be presented to and approved by MART. In addition, any incidental use during scheduled business hours must not impact the residents for which the primary purpose of the service is designed and all intended use must take priority. (Examples of incidental use: Town shuttle for residents, a shuttle providing feeder connections to other MART services and/or the MBTA commuter rail, transit to support a local public event, etc.)

B. Contract Documents:

The contract documents shall include this Agreement with all accompanying schedules or exhibits.

C. General Conditions:

1. The MEMBER COA shall provide worker's compensation insurance as provided by the laws of the Commonwealth of Massachusetts.
2. The provisions and conditions of this Contract must comply with Massachusetts General Laws, Chapter 161B, as amended, and any clauses deemed invalid shall not operate to invalidate the entire Contract.
3. As a condition of any assistance under this Agreement, the MEMBER COA shall to the extent that it may lawfully do so, and not otherwise, apply the rights, benefits and other employee protective conditions and remedies of the authorizing legislation that amends Chapter 53 of Title 49 of the U.S. Code of Federal Regulations (CFR) for the protection of the employees affected by the compensation received by the MEMBER COA for the services called for by this Agreement, insofar as state and federal funds are used by MART to compensate the MEMBER COA but in no event shall the termination of this Agreement, pursuant to the provisions hereof, be considered as adversely affecting the employees of the MEMBER COA.
4. The MEMBER COA shall provide liability insurance under the conditions stated on the attached Exhibit A.
5. The MEMBER COA shall, unless otherwise exempted by law, indemnify, defend and hold harmless the Montachusett Regional Transit Authority, Commonwealth of Massachusetts, including, without limitation, the Massachusetts Department of Transportation, their agents, officers and employees against any and all claims, liabilities and costs for any bodily injury, personal injury or property damage or other damages that the above listed parties may sustain, which arise out of or in connection with the MEMBER COA's performance under this agreement, including but not limited to the negligence, reckless or intentional conduct of the MEMBER COA, its agents, officers, employees or subcontractors. This provision shall survive the termination of this agreement.

II. TERM OF CONTRACT

This Agreement shall commence on the date the contract is processed and executed by MART. The Agreement will continue in force for the period of three (3) fiscal years and shall terminate on June 30, 2019 unless terminated sooner as provided for in this Agreement. The parties further agree that this Agreement may be extended by written mutual agreement under such terms and conditions that are negotiated and signed by the parties hereto.

III. STAFF REQUIRED & REIMBURSABLE FOR TRANSIT SERVICES

- A. Member communities are responsible for soliciting, interviewing and hiring their own Town employees for the goal of providing transit services within their community as dictated by the Town. The MEMBER COA shall hire duly licensed personnel as required by the Commonwealth of Massachusetts and the U. S. Department of Transportation (U.S. DOT). The MEMBER COA is responsible for obtaining any licenses which may be required to operate this service.
- B. The majority of the personnel involved in providing these transportation services are considered Safety Sensitive Employees. Anyone who schedules, dispatches, drives, directs or maintains a federally funded vehicle is considered Safety Sensitive. All Safety Sensitive Employees must be drug and alcohol tested in accordance with 49 CFR Part 655. The MEMBER COA must be a part of MART's Drug and Alcohol Program Consortium. The MEMBER COA may adopt MART's Policy or follow the town's federal U.S. Department of Transportation (USDOT) Program which must be reviewed by MART to ensure compliance with the CFR. Adopted policies by the member community shall be attached to this agreement.

Prior to performing any transit work and receiving subsequent staff hour reimbursement for an employee who is deemed Safety Sensitive, the employee must pass a pre-employment physical and drug & alcohol screening. After these successful requirements the employee must attend and receive adequate training(s) based on the position they will be performing for the Town. All the required trainings are offered free of charge through MART's operating company at our facility located at 1427R Water Street, Fitchburg, MA 01420.

- C. MEMBER COA's may elect to request reimbursement payments for the COA Director for the time spent directly related to providing or operating COA transportation in the community. MART will reimburse up to 20% of this position's monthly salary, (excluding vacation, personal, sick and Town-imposed suspension/discipline time) wages with supporting documentation.
- D. Any and all changes or suspensions regarding COA Directors and staff must immediately be reported in writing to MART. MART will only reimburse for revenue service hours and services provided by the MEMBER COA, and will not be responsible for payments made by the Town to the employee for vacation, personal, sick, and Town suspension/discipline time wages.
- E. MART is obligated to monitor the MEMBER COA's services performed. The transportation industry standard for dispatching and administrative support is one-third (1/3) the hours of revenue service hours, also considered drive time.

IV. COMPENSATION AND METHOD OF REIMBURSEMENT PAYMENT

- A. MART shall reimburse the Town for all eligible expenses related to the operations of their COA Transportation Services. The required back-up documentation for eligible expenses is determined by the area of requested reimbursement and is outlined below in section E. MART will reimburse a MEMBER COA for the eligible expenses incurred for the operation of MART assigned vehicle(s) [as detailed in this

agreement], as well as any town-owned vehicle which has been approved by MART for use in providing elderly and disabled transportation services.

- B. MEMBER COA invoices for reimbursement payment shall be submitted to MART by the 10th business day of the following month for which services were provided. Monthly invoicing shall be accompanied with a Ridership Report entitled "Mobility Assistance Program (MAP) Monthly Report" for each approved/reimbursable vehicle operated by the Member COA in the given month as well as the "Monthly Supplemental Report". Both of these forms can be found in Exhibit D.

The "Mobility Assistance Program Monthly Report" shall include:

1. Total Unduplicated (each passenger/client is counted only once per month) Passengers; broken down by elderly ambulatory, elderly non-ambulatory (required use of lift whether or not they were in fact in a wheelchair), non-elderly ambulatory (PCA or Escort), and non-elderly non-ambulatory passenger counts
2. Number of Days service was provided
3. Number of Hours vehicles were providing revenue service during the month
4. Number of Miles the vehicle traveled in revenue service during the month
5. Total Number of One-Way Trips Provided; broken down by designations: medical, nutrition, social/recreation, shopping, other. One-Way Trips are counted every time a passenger boards the van.
6. Revenue derived from passenger fares or donations (must also be included on the monthly invoice for services as a reduction from the total reimbursement requested)

The "Monthly Supplemental Report" shall include:

1. Total Gallons of Fuel Consumed
2. Number of Deadhead Hours¹ each month
3. Number of Deadhead Miles² each month
4. Number of Passenger Miles³ Traveled (PMT) each month

- C. MEMBER COA's have the opportunity to utilize an additional van or larger van on an incidental basis when a community has a COA sponsored event or trip which would require additional seating due to demand. This use requires MART approval and is contingent upon the availability of an additional van as to not impact MART's daily service provisions. All requests must be made a month in advance and the requests will be fulfilled on a first come, first serve basis. The approval and reservation of the van is given back to the MEMBER COA in written form and is produced based on the date it is received. The Town will be assessed directly for this usage on an hourly basis depending on the size of the vehicle; \$30 – 18 passenger van, \$25 – 12/10passenger vans. All requests for use of an 18 passenger van must be accompanied with the CDL credentials of the driver for that date. The billable hours are assessed based on the individual COA's normal hours of operation from the time they pick up the vehicle to the time it is returned.

¹ Deadhead hours are the hours (minutes totaling hours) from the vehicle's start of service day until the time when the first passenger is picked up and the hours from the last drop off back to where the vehicle will be parked when out of service.

² Deadhead miles are the miles from the vehicle's start of service day until the odometer reading mile when the first passenger is picked up and the miles from the last drop off back to where the vehicle will be parked when out of service.

³ Passenger Miles Traveled or PMT is the sum of the distances each passenger traveled during the year.

- D. The Town shall authorize a single staff person who shall be approved to sign and submit the monthly invoice. All invoices shall be submitted on Town Letterhead and signed by the designated signatory. The Town agrees to keep its books and records in accordance with generally accepted accounting principles (GAAP) and will make available to MART, upon a thirty (30) day written notice, all books, records and supporting data needed by MART to perform an audit of the operations covered under this Agreement.
- E. Monthly Invoices shall include the following supporting documentation for reimbursement processing:
1. Staff: Town warrant or payroll listing all employees that are approved to perform services for given month along with the wages they were paid
 2. Fuel: store slips of Town receipts identifying quantity (# gallons) and pricing
 3. Telephone: carrier invoice clearly showing the monthly/current charges as they relate to transportation services only
 4. Miscellaneous Expenses: any requested reimbursement outside of the standard monthly invoicing must be pre-approved by MART and shall include reasoning for expense, exact product or service purchased and back-up receipt
 5. Passenger fare / donations revenue which should be indicated as a reduction from the total reimbursement requested
- F. MART reserves the right to suspend or withhold reimbursement payment to the Town in the event that there is cause for concern due to negligence, lack of due diligence, or service breach of anything within this agreement. If a payment is effected due to these conditions, adequate notice and documentation would be provided to both the Town and MEMBER COA for their immediate cure and correction. MART reserves the right to also terminate this agreement under paragraphs XI and XII.

V. OFFICIAL COMMUNICATION AND CORRESPONDENCE BETWEEN THE PARTIES

Unless otherwise expressly required hereunder or by subsequent written notice sent by MEMBER COA or MART, all official communications and correspondence between the two parties shall be directed as follows:

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

Mohammed H. Khan, Administrator
Montachusett Regional Transit Authority
1427R Water Street
Fitchburg, MA 01420
(978) 345-7711

VI. OPERATING COMMUNICATIONS & DEPARTMENTS

- A. Each MEMBER COA shall designate the following staff and titles to MART for daily communications:

- Primary Contact (Director)
 - Roster including all Drivers, Dispatchers, Schedulers, etc.
 - Emergency Contact Information for off-hour contacting
- B. Exhibit B of this agreement includes a directory for all relative MART and operating company staff. This directory also identifies the area of operation where correspondence should be directed.
- C. The community must submit a COA Master sheet annually, as provided by MART, at the commencement of each fiscal year. Information included on this sheet includes:
- physical address;
 - mailing address (if different);
 - primary contact's email address, telephone number, fax number;
 - primary contact person responsible for day-to-day operations ;
 - all dispatchers performing transit services;
 - all drivers performing transit services;
 - service hours, dispatching/scheduling hours;
 - fares or fare structure;
 - location where van is housed during off hours (no private or unauthorized locations);
 - and any pertinent community specific comments

VII. ASSIGNMENT OF VEHICLE & TOWN INSURANCE REQUIREMENTS

- A. MART will be responsible for assigning vehicles to each MEMBER COA that is operating its own transit services (vehicle(s) listed in Attachment I). For any MEMBER COA that utilizes a town-owned vehicle which has been approved by MART for use in providing elderly and disabled transportation services, the MEMBER COA must submit the required information on the provided form (Attachment II).
- B. This vehicle will be chosen by MART and its operating company. All vehicles which are assigned to a community will be in safe, working condition for transportation services. MART will document the condition of the assigned vehicle prior to the MEMBER COA taking possession of the vehicle. The operation of the vehicle will be the Town's responsibility, but will be mechanically maintained by MART's operating company. In the event a community does not believe their vehicle is in condition to perform its daily work, they must immediately call the MTS/MTG Maintenance Garage numbers listed in Exhibit B of this agreement for further direction.
- C. The member community must insure their assigned vehicle through their own insurance policy. (Please reference Exhibit A for insurance requirements.) Only the annual premium associated with this insurance will be reimbursed by MART at the beginning of each fiscal year (July 1st) up to a maximum reimbursement of \$2,000 with accompanying invoice for each MART assigned vehicle(s) and Certificate of Insurance listing MART as additionally insured as described in Exhibit A. The policy shall be provided to MART on an annual basis.

- D. MART will not reimburse any costs associated with any claim(s) including deductibles or required damage repairs that are within the deductible amount. It is required that any damage caused to a vehicle assigned to a MEMBER COA will be the responsibility of the MEMBER COA. If MART is able to utilize in-house resources to affect a repair for appraised damage, the cost of the repair will be invoiced to the MEMBER COA by MART. In the event that a vehicle involved in an accident is deemed a total loss by the appraiser, the loss payee is the **Montachusett Regional Transit Authority**, as owner of the vehicle. Due to the specialized nature of the paratransit vehicles, a list of preferred collision repair centers has been included in Attachment A; however, collision repairs may be performed by any certified collision repair center.

VIII. MEMBER COA VEHICLE RESPONSIBILITIES

- A. The MEMBER COA is responsible for the day-to-day upkeep of their assigned vehicle(s) by MART. The overall appearance and functionality of the vehicle is both a reflection of the Town and it's Council on Aging Department, as well as MART. MART reserves the right to inspect an assigned vehicle at any time and may also request an assigned vehicle be brought to a MART Maintenance Facility for mechanical or other inspections.
- B. The interior of the vehicle shall be cleaned on a daily basis. The exterior of the van should be cleaned on a weekly basis. MART maintenance facilities in Fitchburg and Gardner have Bus Washers which member COA's can utilize with advanced notice. The vehicle's exterior is washed at MART whenever a vehicle is having Preventative Maintenance performed. All fluids shall be checked each time the vehicle is fueled. Fluids that must be checked include: oil, coolant, windshield wash, transmission, brake, and power steering. If COA Driver is unfamiliar with these fluids and/or the location of the related tank gauges in their assigned vehicle, mechanics can show and demonstrate this process upon request.
- C. Pre-trip inspections (Circle Checks) of the entire vehicle are a federal requirement of your assigned van. Drivers receive this training in their required MART trainings. The Circle Checks should be submitted via mail to the MART garage on a weekly basis. This allows our operating company and its mechanics to monitor the condition of our vans and determine any potential maintenance matters. Any immediate concern or safety issue that is noticed during this inspection shall be called into the garage immediately to receive a mechanic's determination; and potential van swap depending on the circumstance. It is also good practice for driver's to perform a post-trip inspection to ensure that the van's condition has not changed since the beginning of their daily route. This also covers the driver in the event there is a malfunction or damage noted after their use of the van.
- D. All MEMBER COA's must submit the mileage of the vehicle they currently have in their possession to MART's Fitchburg Garage on a weekly basis via telephone or facsimile. *It is preferred that the mileage be submitted every Monday morning.*

IX. RESTRICTED USE:

The van shall never be used for personal reasons. The van shall not be used in a drive-thru or enter under a covered structure, due to the van's height dimensions. The van shall not be used during off-hours or weekends without MART's prior knowledge and approval. The van shall not be parked or stored at any personal address or location; whereas the van shall always be parked and/or housed at a secure location owned by the Town (i.e. COA, DPW, Town Offices, etc.)

X. FARE STRUCTURE

- A. MEMBER COA's are able to set their fare structure to their own thresholds. Per MART Resolution previously passed by its Advisory Board, the minimum fare for any one-way trip shall be no less than twenty-five cents (\$0.25). In the event a Town does not collect the minimum fare threshold based on their annual ridership, MART will assess the Town directly for the difference between the anticipated fares and those that were received by the MEMBER COA.
- B. Fares shall be set and approved by the MEMBER COA and posted at scheduling locations so they are readily known to all their clients to avoid any discriminatory practices. One (1) Personal Care Attendant (PCA), who is qualified and approved to assist a client with their transit, shall ride with the client free of charge. Additional escorts must pay full fare.
- C. Fare collection has a direct impact on the Town's Local Assessment; as the fares offset the Net Cost of Service for the community. There are other possibilities for off-setting revenue for the Town (ex. advertisement on assigned van) which would further decrease the Town's Local Assessment. All off-setting revenue structures outside Fares must be reviewed and approved by MART prior to implementation.

XI. TERMINATION OF AGREEMENT FOR BREACH

- A. If at any time MEMBER COA fails to render services of proper quality or fails to perform the required transportation services, except for any such failure precipitated by causes beyond the control of the MEMBER COA, MART may give MEMBER COA written notice to correct such conditions or cure such default. If such conditions or default shall continue for fifteen (15) days after said written notice, then MART shall have the option to terminate this Agreement by giving written notice of ten (10) working days.
- B. If MART fails to make payment due under the terms of this Agreement, MEMBER COA may give written notice to cure such default. If such default shall continue for fifteen (15) days after said written notice, then MEMBER COA shall have the option to terminate this Agreement by giving written notice of ten (10) working days. In the event of such termination, MEMBER COA shall remain entitled to compensation for all services provided under this Agreement up to the date of termination.

XII. TERMINATION WITHOUT CAUSE

- A. This Agreement may be terminated at any time by either party, for any reason, upon sixty (60) days written notice of termination to the other party. The date of termination shall be stated in the written notice and shall be effective upon the date of receipt of such notice.
- B. The parties to this Agreement may, by mutual agreement, agree to terminate this Agreement with less than sixty (60) days' notice. The parties must agree in writing to the amended date.
- C. Termination of this agreement where the Town has decided to (a) decline any transportation services through their RTA in their Town or (b) have elected for MART and its operating company to perform the transit services for the Town.

XIII. COMPLETE AGREEMENT

This Agreement, once executed, sets forth the entire agreement between the two parties with respect to the subject matter hereof and supersede and discharge all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations. There is no oral conditions precedent to the effectiveness of this Agreement. No amendment, modification or termination of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by both parties. This Agreement is governed under the Laws of the Commonwealth. Member COAs shall not discriminate against any users involving the vehicle on the basis of race, religion, age, or sexually orientation.

XIV. SEVERABILITY

If any term or provision set forth in this Agreement shall be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances, other than those to which it is held invalid or unenforceable, shall be construed in all respects as if such invalid or unenforceable term or provision were omitted.

XV. FORCE MAJEURE

In the event or inability to supply all or certain parts of the services required under this Agreement, as a result of an employee strike beyond the reasonable control of MART, MART will use reasonable efforts to provide services of a similar quality to MEMBER COA in a manner consistent with its contractual obligations under this Agreement.

XVI. REQUIRED CLAUSES AND CERTIFICATIONS

The attached Required Clauses, Contract Provisions and Certifications are included as part of this Contract in Exhibit C.

Executed as a sealed instrument:

Town of Ayer
Board of Selectmen Chairman
Board of Selectmen

Date _____

Mohammed H. Khan
Administrator
Montachusett Regional Transit Authority

Date _____

Exhibit A

Insurance Requirements:

Prior to commencement of the Operating Contract, the MEMBER COA shall procure, and thereafter maintain at its own expense, all insurance coverage as required by the terms of the Contract, at a minimum. The types of insurance and minimum policy limits specified shall be maintained in a form and from insurers acceptable to MART as set forth below. All insurers shall have at least an A- (excellent) rating by A.M. Best and be qualified to do business in the Commonwealth of Massachusetts.

This insurance will provide a defense and indemnify MART, but only with respect to liability for bodily injury, property damage or personal injury caused in whole or in part by the MEMBER COA's acts or omissions or the acts or omissions of those acting on the MEMBER COA's behalf.

To the extent that the MEMBER COA subcontracts with any other entity or individual to perform all or part of the MEMBER COA's Work under the Operating Contract, the MEMBER COA shall require the Subcontractors to furnish evidence of equivalent insurance coverage, in all respects, terms and conditions as set forth herein, prior to the commencement of work by the Subcontractor. In no event shall the failure to provide this proof, prior to the commencement of the Work, be deemed a waiver by MART of the MEMBER COA's or the Subcontractor's insurance obligations set forth herein.

In the event that the insurance company(ies) issuing the policy(ies) required by this exhibit deny coverage to MART, the MEMBER COA or the Subcontractor will, upon demand by MART, defend and indemnify MART at the MEMBER COA's or Subcontractor's expense.

Business or Commercial Automobile Liability and Physical Damage Insurance

- \$1,000,000 combined single limit per accident covering all owned, leased, rented, hired and non-owned vehicles
- Collision and Comprehensive coverage: ACV less \$2,000 deductible for all vehicles subject to this contract, MEMBER COA is responsible for all deductible expenses incurred.

Workers' Compensation and Employers' Liability Insurance: statutory coverage as required by the laws of the Commonwealth of Massachusetts.

- \$500,000 Each Accident
- \$500,000 Each Employee for Injury by Disease
- \$500,000 Aggregate for Injury by Disease

Excess or Umbrella Liability: (to overlay Employer's Liability and Automobile Liability).

- \$4,000,000 each occurrence /aggregate limit

MART, along with their respective officers, agents and employees shall be named as additional Insureds on the Business or Commercial Automobile Liability Policy, which must be primary with respect to these additional insured's. It is expressly understood by the parties to this Contract that it is the intent of the Parties that any insurance obtained by MART is deemed excess, to the coverage(s) procured by the MEMBER COA, or any of their respective consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the Automobile and Workers Compensation policies in favor of MART and this clause shall also apply to MART's officers, agents and employees.

Prior to commencement, the MEMBER COA shall submit a Certificate of Insurance in favor of MART and a copy of the Additional Insured Endorsement CA 20 01 Lessor-Additional Insured and Loss Payee (or a form equivalent and acceptable to MART) as required hereunder. The Certificate shall provide for thirty (30) days' written notice to MART for cancellation or any change in coverage. Copies of insurance policies shall promptly be made available to MART upon request.

Preferred Collision Repair Centers

American Auto Body & Repair

20 Moore St
Leominster, MA 01453
(978) 537-7042

Custom Coach

35 Lomar Park
Pepperell, MA 01463
(978) 433-3315

Aldrich Auto Body & Repair, Inc.

209 Lunenburg Street
Fitchburg, MA 01420
(978) 343-3738

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



Tuesday October 18, 2016
Meeting Minutes

Broadcast and Recorded by APAC

Present: Gary J. Luca, Chair; Jannice L. Livingston, Clerk
Robert A. Pontbriand, Town Administrator
Absent: Christopher R. Hillman, Vice-Chair

Call to Order: G. Luca called the meeting to order at 7:00 PM.

Pledge of Allegiance: BOS members and meeting attendees stood and recited the Pledge of Allegiance.

Review and Approve Agenda:

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

Announcements: R. Pontbriand announced that the Super Town Meeting will take place on Monday, October 23, 2016 at 7:00 PM in the Ayer Shirley High School Auditorium followed immediately by the Special Fall Town Meeting.

Public Input: Ms. Karen Strickland and Mr. Phil Strickland of Ayer Moving and Storage and Ms. Erin Tosi and Mr. Larry Tosi of Patriot Painting addressed the Board about their concerns last week regarding the removal of their Rotary Island Signs by Selectman Hillman. G. Luca apologized for the Board of Selectmen and stated that the Town appreciates their involvement with the Adopt and Island Program. All parties stated that they looked forward to moving forward.

Chief William A. Murray, Ayer Police Department: *Appointment of Patrol Officer* - Chief Murray presented Mr. Christopher D. Lowney as a candidate for appointment as a full-time police patrol officer for the Town of Ayer. Chief Murray presented Mr. Lowney's credentials and asked that the Board appoint him subject to a full medical and psychological clearance to a term effective November 1, 2016. Upon appointment, Mr. Lowney would attend the Police Academy starting on January 2, 2017.

Motion: A motion was made by J. Livingston and seconded by G. Luca to appoint Mr. Christopher D. Lowney as a police patrol officer effective November 1, 2016 at Step 1 subject to a full medical and psychological clearance. **Motion passed 2-0.**

Traffic Regulations - Chief Murray advised the Board that the Town's traffic regulations date back to 1939 and are in need of a full review and update. He stated that if the Board concurred he would proceed with the project and then come back to the Board with a completed draft proposal for Board approval. The Board of Selectmen concurred with Chief Murray and asked him to proceed.

Ms. Alicia Hersey, Program Manager, Office of Community Development: *Lien Subordination Request 05-291 & 06-315* - Ms. Alicia Hersey, Program Manager for the Office of Community Development appeared before the Board seeking the Board's approval of lien subordination requests 05-291 & 06-315 as presented in the Board Packet.

Motion: A motion was made by J. Livingston and seconded by G. Luca to approve the lien subordination requests 05-291 & 06-315 as presented. **Motion passed 2-0.**

MART Update – Commuter Rail Parking/Access Improvement Project: Mr. Bruno Fisher, Deputy Administrator for MART appeared before the Board regarding a project update for the Commuter Rail Surface Parking Lot and Access Improvement Project. Mr. Fisher advised the Board that Weston and Sampson has been hired as the design engineering consultant firm for the project. MART had the first internal meeting with the consultant this past week at which the Town and ATSAC were represented. MART and the consultant are working with the DCR and Executive Office of Environmental Affairs regarding the MEPA process for transfer of the rail trail lot. MART is working with the consultant and the Town regarding interim pedestrian access improvements for the winter to the platform which will include interim fencing, lighting, and some other minor improvements. MART is working on the private property acquisition on Park Street and has received one favorable response so far. MART and the consultant will be working over the next 8 weeks to prepare the conceptual schematics for the purposes of starting the public design process.

R. Pontbriand added that the Town through the Economic Development Office will be sponsoring a public workshop/charrette on November 4th and 5th regarding the best uses for the USO Building. The public is encouraged to attend and participate.

Patrick Hughes (resident and member of ATSAC) stated that he has concerns about the project and that there should be public input before the public design process.

Bruno Fisher stated that the consultant will be developing at least four general concepts to start that public process. At that point the public process will begin and the Town needs to decide what it wants and does not want. After the public process than the Board of Selectmen will vote to authorize the design and the final design process will commence.

G. Luca stated that this project is a surface parking lot with access improvements at Depot Square and that the Board will insure that this project takes into account the public design process, best practices, and is the optimal project for the Town.

J. Livingston stated that the Board has and will continue to be transparent with this project and the process and that the Board will not just approve a design that has not gone through a thorough public process and incorporates what is best for the Town.

Jim Fay (resident and Chair of the Planning Board) asked for clarification on the final design process.

Bruno Fisher explained that MART is the region's federal transit authority and because this is a federal transportation grant funded project, by law it is the project manager and works for the Town. The Board of Selectmen must make the final decision and vote on the final design process. This is after the public design process has occurred.

Jim Fay asked G. Luca if he still had any conflict of interest issues.

G. Luca stated that he has consulted with State Ethics and though his brother-in-law by marriage owns one of the private properties to be acquired; he does not have a conflict of interest in terms of the design process.

Bruno Fisher thanked the Board for the opportunity to meet.

Town Administrator's Report: R. Pontbriand advised the Board that per the Open Meeting Law, the Joint Meeting with the Planning Board could not occur until 8:00 PM and thus there were approximately 20 minutes until then so he would offer a report on various administrative matters.

Approval of Meeting Minutes: At the conclusion of the Town Administrator's Report there was still 5 minutes remaining until 8pm so the Board took up the approval of the October 4, 2016 meeting minutes.

Motion: A motion was made by J. Livingston and seconded by G. Luca to approve the meeting minutes of October 4, 2016. **Motion passed 2-0.**

Joint Meeting of the BOS and Planning Board to Appoint Planning Board Member: Jim Fay, Planning Board Chairman called to order the Ayer Planning Board at 8:00 PM consisting of Jennifer Gibbons, Mark Fermanian, and Mr. Fay.

R. Pontbriand explained that the Board of Selectmen and Planning Board would interview the candidate who has put forth her letter of intent and credentials for appointment to the Planning Board to fill a vacancy until the Town Elections in April 2017. A majority vote of all of the Selectmen and Planning Board Members present would constitute an appointment (there were 3 Planning Board Members and 2 Selectmen present).

Ms. Susan (Sue) Kennedy of Ayer presented herself to the Joint Meeting and stated that she moved to Ayer last April and wanted to get involved with the Town. She previously was involved with planning in Acton where she served on the East Acton Village Committee. She is also a member of the Ayer Fourth of July Committee, has been following the Master Plan Committee and serves on the Democratic State Committee.

Motion: A motion was made by M. Fermanian and seconded by J. Fay to appoint Ms. Susan (Sue) Kennedy to fill the existing vacancy on the Ayer Planning Board until the Town Election in April 2017. **Motion passed 5-0** (G. Luca and J. Livingston Yes for the BOS; and Jim Fay, Mark Fermanian and Jennifer Gibbons Yes for the Planning Board).

Motion: A motion was made by M. Fermanian and seconded by J. Gibbons to adjourn the Planning Board at 8:10 PM. **Motion passed 3-0.**

Adjournment:

Motion: A motion was made by J. Livingston and seconded by G. Luca to adjourn at 8:10 PM. **Motion passed 2-0.**

Minutes Recorded and Submitted by Robert A. Pontbriand, Town Administrator

Date Minutes Approved by BOS: _____

Signature Indicating Approval: _____