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Susan Capeland

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



Thursday March 23, 2017
Open Session Meeting Agenda

7:00 PM

Call to Order

Pledge of Allegiance; Review and Approve Agenda; Review of Warrant(s);
Announcements

7:05 PM*

Public Input

Superintendent Mark Wetzel, Dept. of Public Works

1. Appointment of DPW Office Assistant Position
2. Washington Street Drainage Improvements
3. Update on DPW Parking Management Study

7:30 PM

Conceptual Design for the MART Commuter Rail Parking Project

8:00 PM

Town Administrator's Report

1. Administrative Update
2. Reclassification of Police Chief Office Manager
3. Discussion of Reorganization of Personnel Board Functions
4. Approval of Aquatic Weed Control Contract

8:15 PM

New Business/Selectmen's Questions

8:20 PM

Approval of Meeting Minutes

February 13, 2017; February 21, 2017; March 7, 2017

8:25 PM

**Executive Session MGL Chapter 30A, Section 21A

1. Exemption #3 (Litigation Strategy) Police Reserve Officer Compensation
2. Exemption #3 (Collective Bargaining) AFSCME 93 Contract Negotiations Update

Adjournment

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

*** The BOS will adjourn at the conclusion of Executive Session*

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: March 16, 2017
To: Board of Selectmen
From: Mark Wetzel, P.E. Superintendent of Public Works
Dan Van Schalkwyk, P.E. Town Engineer
Subject: **March 23 Meeting Agenda Items**

1. **Appointment of DPW Office Assistant Position** – See attached memo with recommendation for appointment for the position of DPW Office Assistant.
2. **Washington Street Drainage Improvements** – Bids for construction of the Washington Street Drainage Improvements were opened on February 16, 2017. A total of 5 bids were received ranging from \$112,825.10 to \$143,727.15. The low bidder is Ricciardi Bros., Inc., who is also completing the Pleasant Street Reconstruction Project. The Engineer's Estimate was \$125,000.

The project was engineered in-house by the DPW. Drainage infrastructure upgrades on Washington Street need to be completed prior to paving the road. The project will be funded partially (approximately \$50,000) from the stormwater operating budget and the remainder from Chapter 90. Chapter 90 funds have been allocated for the project. Attached are two copies of the Agreement for signature by the Chair.

3. **Update on DPW Parking Management Study** – Funding for a Parking Management Study was included in the DPW budget. This study is not intended to evaluate the new commuter rail lot, but to better manage parking for residents, businesses and visitors. I will provide an update on the project and policy / strategy alternatives for input from the Board.

DEPARTMENT OF PUBLIC WORKS

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



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MEMORANDUM

Date: March 20, 2017

To: Robert Pontbriand, Town Administrator

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

Subject: DPW Department Assistant Appointment Recommendation

In accordance with ASFME Ayer Town Hall / Clerical Union Agreement, Article 13, the Town of Ayer Department of Public Works posted the position of DPW Department Assistant within the union. We received an application from Ms. Ramona Bean, the Assistant Tax Collector. We interviewed her and have offered her the position. Ms. Bean is well qualified for this position, has experience with the Munis software program and has excellent customer service skills.

I recommend that the Board of Selectmen appoint Ms. Ramona Bean as the DPW Department Assistant, beginning on April 3. In addition, we understand that she may need to assist with the Town Collector until a replacement is trained. The position has a 6 month probation period as stipulated in the Clerical Union Agreement.

SECTION 00510

AGREEMENT

THIS AGREEMENT is by and between The Town of Ayer, Massachusetts ("Owner") and
Ricciardi Bros., Inc. ("Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is for the Washington Street Drainage Improvements and is generally described as follows:

The removal and abandonment of existing drainage structures and the furnishing and installing of new drainage structures.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Base Bid – Items 1 through 9

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Ayer DPW (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 75 days after the date when the Contract Times commence to run as provided in Paragraph 3 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 3.9 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by 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 5.01A.

A. For all Work, at the prices stated in Contractor's Bid, 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 5 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 Section 3.0 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. General Conditions

3. Specifications as listed in the table of contents of the Project Manual.
4. Drawings consisting of 6 sheets with each sheet bearing the following general title: Washington Street Drainage Improvements.
5. Addenda (numbers 1 to 2, inclusive).
6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 00300-1 to 00300-5, inclusive).
 - b. Payment and Performance Bonds, insurance certificates.
7. 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

CONTRACTOR

By: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Approved: _____

Title: Treasurer

Attest: _____

Title: Clerk

Address for giving notices:

Attest: _____

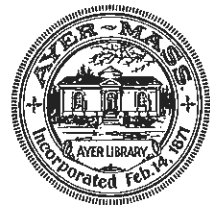
Title: _____

Address for giving notices:

Agent for service of process:

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

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: March 21, 2017

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: Town Administrator's Report for the March 23, 2017 Board of Selectmen Meeting

Dear Honorable Selectmen,

I am pleased to transmit to you the following Town Administrator's Report for the March 23, 2017 BOS 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 the BOS a brief Administrative Update on various activities of the Administration since the last BOS meeting on March 7, 2017.

Reclassification of Police Department Office Manager:

- With the recent resignation of a Personnel Board Member there is currently not a legal quorum of the Personnel Board and the Personnel Board cannot officially meet or act on any matters. Accordingly, in this instance (as has happened recently numerous times before) the functions of the Personnel Board defer to the Board of Selectmen as the Chief Executive Body of the Town.
- I am respectfully requesting and recommending that the Board of Selectmen consider approving the reclassification of the position of Police Department Officer Manager to GRADE 10; STEP 1 based on the recommendation of Chief Murray effective retroactively to March 8, 2017. (NOTE: The position is currently a GRADE 8; STEP 2).

Discussion of Reorganization of Personnel Board Functions:

- I respectfully would like to make a brief presentation to the BOS and would like to start the discussion with the BOS of reorganizing the Personnel Board's Functions in terms of updating/revising the Personnel Bylaw; updating/revising the Personnel Policies and Procedures Manual; and developing a personnel administration system that is responsive to the needs of the Town. This is in no way a reflection of any of the current and/or former members of the Personnel Board who have volunteered their time to serve the Town.

Approval of Aquatic Weed Control Contract:

- I am respectfully recommending that the BOS approve the attached contract in the amount of \$61,500 from Solitude Lake Management for the Town's aquatic weed control. The attached contract is the result of a successful RFP procurement process and is also being made with approval/recommendation by the Conservation Commission (See Attached).

Thank You.

Attachment(s)



AYER POLICE DEPARTMENT

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



William A. Murray
Chief of Police

MEMORANDUM

To: TA Pontbriand
From: Chief William A. Murray
CC: Amanda Belliveau, file
Date: January 19, 2017
Re: Position Reclassification

I am respectfully requesting that the position of Administrative Assistant within the Police Department be reclassified to Office Manager and that the Grade for the position be set at 10.

Prior to the current incumbent, the position had been filled by the same person for over 30 years. While this person performed admirably, the position became stagnant and did not keep up with progressive times. Since this employee's departure the position has changed considerably to include managing and supervising the Department's Records Division (which includes supervising the current employee working in that division), managing all licensing conducted by the Department (especially firearms), and greater responsibility in preparing and maintaining the Department's operating budget (currently over \$2,000,000.00 and the largest in Town).

Attached is a revised job description with highlights of the many changes that have occurred and a Position Rating Summary Sheet that I graded for the position.

I look forward to your consideration and hope that this request will be sent to the Personnel Board for their review and decision.

OFFICE MANAGER – POLICE DEPARTMENT

Position Purpose:

The purpose of this position is to provide administrative, professional and supervisory work in assisting the Chief of Police and the Police Department to execute the duties of the office and department including processing of the payroll, accounts payables and receivables, data entry, overseeing functions of the human resource department and to perform all other related work as required. The Office Manager to the Chief of Police is responsible for maintaining and improving upon the organizational efficiency and effectiveness of all areas under his/her direction and control.

Supervision:

Supervision Received: Works independently under the general direction of the Chief of Police following department rules, regulations and policies. Only unusual situations or questions are referred to supervisor. The position is subject to review and evaluation according to the Town's personnel plan.

Supervision Given: Supervises one full time position.

Job Environment:

Performs a variety of administrative duties and responsibilities requiring the exercise of independent judgement and a thorough knowledge of the departmental operations to complete tasks, analyze the facts or circumstances surrounding individual problems in situations not clearly defined by precedent or established procedures and to supervise staff.

Operates a computer, telephone, copier, facsimile machine, calculator and other standard office equipment.

Operates Automatic Fingerprint Identification System Equipment.

Work is performed under typical police station conditions including numerous interruptions and a moderate noise level at times. Occasionally required to work outside normal business hours.

Has regular contact with employees, vendors, contractors, local business, federal and state agencies, attorneys, members of the court system, business/insurance representatives, other town departments and the general public. Contact can be made in person, in writing, by email and telephone and can involve the exchange of personal information in dialogue.

Has access to an extensive variety of highly sensitive department-related confidential information including personnel records, criminal investigations, ongoing lawsuits, and personal information about citizens. The application of appropriate judgement, discretion and professional office protocol is required.

Promotes a work environment that encourages positive energy, high morale and teamwork among coworkers.

Errors in administrative decisions could seriously endanger persons and property, cause significant confusion, reduced levels of service, monetary loss and, have legal and/or financial repercussions, and result in adverse public relations.

Essential Functions:

(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

Responsible for the day-to-day administrative operations of the department.

Serves as a confidential assistant to the Chief and Deputy Chief of Police.

Be a representative for the department by supporting a flow from all divisions, see that policies are implemented and adhered to and set a professional example by demonstrating leadership qualities.

Performs secretarial and administrative work to support the Chief of Police, staff and the department, including but not limited to, providing information as appropriate, taking messages and directing phone calls intended for the Chief of Police. Receive calls from vendors, contractors, agents, media outlets, detail companies and other governmental Federal and State agencies. Opens, screens, sorts, priorities and routes all department mail including mail intended for the Chief of Police. Routes calls and inquiries to the appropriate department head or other staff for action. Copies, collates, assembles and locates various reports. Prepares correspondence, memoranda, orders and notices and composes various material as required.

Communicate with department staff, co-workers, customers, government officials, town hall employees, consultants, vendors, detail companies and the general public while conforming to all regulations and policies set forth by the Chief of Police.

Oversees department human resource needs including processing and maintaining all new employee hires, change in employee paperwork, management of confidential employee personnel records, which require access to employee information such as worker's compensation reports and other information of a personal nature. Act as a liaison between the employee and the town's Payroll and Benefits department to process paperwork.

Calculate and administer bi-weekly payroll submissions, tabulations and reporting of accrued monthly employee benefits to the Payroll and Benefits Manager. Coordinate, maintain and process all salary, overtime and attendance information in compliance with the town's procedures, contractual and statutory obligations.

Maintain employee benefit accrual programs such as sick leave, overtime, retirement, holiday leave and compensation, vacations, etc. Monitor monthly budget expenditures in regards to employee clothing allowances for potential deficits. Maintain an intimate working knowledge of the various Police Department employee collective bargaining agreements with the Town.

Oversee department financial management while directing day-to-day processing of accounts receivable and accounts payable. Record and maintain all deposits of funds received to the department for detail billing, firearms licenses, fire alarm billing, firearm identification permits, fingerprints, reports, photographs, permits, forms, etc.

Acts as a liaison between the Department and the town's Financial Management team.

Assist the Chief of Police in the preparation and administration of the department operating and capital budgets. Monitor and maintain monthly budget expenditures and financial records, providing supportive services to the Chief of Police. Work in conjunction with the Chief of Police to project future years and control the current year's budget. Enter all pertinent information into computer and prepares reports. Prepare requests for transfer of funds on an as needed basis. Reconcile monthly activity and fiscal year end reporting with the town Accountant.

Manage the department police detail billing process. Oversee the timely payment of payroll to hired detail officers, both as in town and out of town employees. Record and maintain all detail billing invoices. Prepare deposits for funds received, manage interactions with the town's Finance Management team relating to detail bill and providing technical support and all other assistance where needed.

Maintain inventory of office equipment and supplies; purchase equipment and supplies as needed. Generate and manage department purchase orders and other departmental bills and payables.

Manage the department fire alarm and burglar alarm billing process.

Manage and assist in troubleshooting department information technology equipment including computers, printers, facsimile machine, copier and other office related equipment.

Directly supervises and oversees the Records Bureau and maintenance of all files of the police department; including but not limited to incident reports, arrest reports, accident reports, etc., which includes maintaining and updating either manually or by computer, important departmental records of which can consist of a personal nature relating to the general public or employees and requiring the careful and timely recording, classification, compilation and dissemination of information of where delays in processing or errors in judgement could have detrimental consequences.

Responsible one full time records clerk, including posting, screening and direct supervision. Train and provide leadership and direction.

Responsible for the intake of all firearm license to carry and identification permits, including new requests, renewals and the accurate maintenance of all related records. Responsibilities include scheduling, processing applicants, data entry of permit requests, and processing of fingerprints and fingerprint cards. Ensures that all fingerprint cards are transmitted to the Federal Bureau of Investigations and the Massachusetts State Police for fingerprint identification and verification. Receives and processes payments for all firearms license to carry permits and identification cards

*Office Manager – Police Department
FLSA-Non-Exempt*

Adopted by Ayer Personnel Board - August 2015

Page 3 of 5

and prepares them for the Treasurer's department as accounts receivables.

Responsible for the timely processing of permits and ID cards, firearms identification cards, dealer permits, permits to solicit, etc. Performs record checks, receives and processes payment and preparing and distributing completed permits.

Reviews complaints, questions and requests for information and services from citizens, contractors, vendors, and all other agencies, including town hall employees. Prepares miscellaneous reports and forms, attends meetings of boards and commissions and other related duties as required.

Posts and records information, reviews and updates data, checks, sorts, records and files various materials. Receives and processes payments for all reports as and prepares them for the Treasurer's department as accounts receivables.

Process and prepare necessary reports for vehicular accidents, incident reports and worker's compensation claims. Interacts with the town's insurance companies in the processing of these reports and claims.

Prepares necessary reports for the Registry of Motor Vehicles, including but not limited to the reporting of motor vehicle citations.

Processes subpoenas, fingerprint cards, restraining orders, both civil and criminal for timely distribution where delays in processing or errors in judgment could have detrimental consequences.

Performs similar or related work as required, directed or as the situation dictates.

Recommended Minimum Qualifications:

Education and Experience:

Bachelor's Degree in Business Administration or related field. Over five years of progressively responsible office experience in a municipal environment; customer service and supervisory experience or any equivalent combination of the above mentioned education and/or experience.

Special Requirements:

Valid Class D Motor Vehicle Operators License
Certification in CPR

Knowledge, Ability and Skill:

Knowledge: Thorough knowledge of information dissemination related to criminal offenders, and public records. Thorough knowledge of computers, electronic data processing, records keeping software and practices, the English language and spelling, and applicable Massachusetts General Laws. Working knowledge of modern office practices and procedures.

Ability: Ability to maintain highly confidential information. Ability to prioritize work, organize time, work independently and accomplish tasks while attending to a number of occurring

simultaneously with frequent interruptions and do so with accuracy. Ability to maintain multiple filing systems. Ability to establish effective working relationships with co-workers, Chief of Police, other department heads, officials and the general public and to handle all interactions professionally and with tact. Must have the ability to look at situations from several points of view and possess a high comfort level working in a diverse environment.

Skill: Skill in typing, using computer technology, including but not limited to Microsoft Office Suite, Munis, IMC, and various report generation, and record keeping. Excellent customer service and public relations skills, must possess excellent verbal, written communication and supervisory skills. . Skills in operating above mentioned equipment.

Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Regularly required to stand, walk, and sit; must be able to manipulate objects, tools, or controls, and to pick up and use paper, books, and other common objects. Occasionally lifts and/or moves objects weighing up to 30 pounds such as books, equipment, supplies, etc. Required to operate a keyboard at an efficient speed. Must be able to communicate. Vision and hearing at or correctable to normal ranges.

(This job description does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the job change.)

Sequence No: _____

Position Rating Summary Sheet

Position Classification Title: Office Manager

Evaluators' Points

	<u>Factors</u>	<u>One</u>	<u>Two</u>	<u>Final Rates</u>	<u>Final Points</u>
1.	Physical Environment	1			5
2.	Knowledge, Training, Education	4			60
3.	Problem Solving Skills & Effort	4			26
4.	Physical Skills & Effort	3			30
5.	Experience	5			60
6.	Interactions with Others/Customer Service	3			15
7.	Confidentiality	4			20
8.	Occupational Risks	2			10
9.	Complexity	3			15
10.	Supervision Received	4			30
11.	Supervision Given	3			10
12.	Supervision Scope	3			20
13.	Judgment and Initiative	4			60
14.	Accountability	4			30
	Total Points:				391

Evaluator 1: _____ Date: _____

Evaluator 2: _____ Date: _____

Date Finalized: _____

2017 LAKE TREATMENT CONTRACT

PROPERTY NAME: Ayer Ponds – Ayer, MA

CONTRACT DATE: March 3, 2017

SUBMITTED TO: Town of Ayer

SUBMITTED BY: Joe Onorato

SPECIFICATIONS: The following Scope of Services provides services for the reduction, control, and management of the growth of aquatic invasive plants for the purpose of restoring and maintaining habitat, public enjoyment, and recreation.

Lake Aquatic Weed Control:

1. Sonar (fluridone) herbicide, both granular (Sonar One) and liquid (Sonar Genesis) formulations, will be applied to Sandy Pond and Flannagan Pond to control fanwort (*Cabomba caroliniana*) and Variable leaf watermilfoil. The liquid formulations will be applied subsurface from a calibrated pumping system and the granular product will be applied using a calibrated spreader. A MA DAR licensed applicator licensed in the Aquatic category will oversee the treatment. An airboat or other treatment boat, equipped with the proper application equipment will be used for the treatment. A Differential/WAAS GPS system will also be used for real-time navigation during the treatment and to ensure that the herbicide is applied evenly within the designated treatment areas. We anticipate conducting an initial application in Late April/Early May and 1-2 follow-up, booster applications. Reward (diquat) and Clipper (flumioxazin) herbicide liquids, may also be applied to target areas of Sandy Pond as needed, to spot treat additional areas of Variable leaf watermilfoil (*M. heterophyllum*) and fanwort.
2. Minimizing outflow will be accomplished by lowering the water level prior to the initial application. This will keep fluridone in the ponds longer and should ultimately reduce the total amount of herbicide needed to achieve complete control. SOLitude Lake Management in cooperation with the Town, will be responsible for coordinating the pre-treatment water level lowering at both Flannagan and Sandy Ponds. SLM will comply with all restrictions of the East Main Street Spillway Guidelines.
3. Pine Meadow Pond will be spot treated for variable leaf watermilfoil using Reward (diquat) in May, as well as spot treatment of waterlilies using Aquapro (glyphosate) as needed. The foliar application of Glyphosate will be administered along with a surfactant as required.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Notifications:

1. In advance of treatment SOLitude Lake Management will provide a written notification of treatment to the Town, to be published in the local newspaper, if required. Immediately prior to treatment, SOLitude will post laser-printed 8 ½ x11 warning signs on colored stock that detail the treatment date and water use restrictions to be imposed following treatment. A minimum notice of 7 calendar days will be given to the Town prior to each herbicide application.

Herbicide Residue Monitoring:

1. SLM will conduct a minimum of four (4) sampling rounds with three (3) fastest samples per round and analysis at each, Flannagan Pond and Sandy Pond, in order to monitor Sonar herbicide concentrations during the course of the project. Samples will be collected and shipped to SePRO (Sonar manufacturer for immunoassay analysis).

Monitoring:

1. Prior to treatment, SOLitude will survey: Sandy Pond, Pine Meadow Pond and Flannagan Pond, to visually document the extent and maturity of the target plant growth. During and following completion of the treatment program SOLitude will inspect target plant growth conditions. Surveys will be performed from a boat using a throw-rake, an underwater camera system and visual observation. These surveys will be coordinated with the Town's representative. The treatment area boundaries (pre-treatment) and location of any surviving target plants (post-treatment) will be recorded using a GPS unit and data will be mapped using ArcView GIS software. Both pre- and post-treatment inspections will include a photographic survey and GPS-generated plot of the region(s) to be treated. Data points taken with the GPS will be spaced at 10' or less and will provide an accurate plot of the areas to be treated. A plot of pre-treatment data points will be submitted to the Commission a minimum of seven days prior to the first treatments, per the RFP requirements. Pre- and post-treatment photographs will be taken from the vantage points listed in the RFP photography plan.

Reporting:

1. Following the post-treatment survey, SOLitude will prepare and submit a written report that provides a) a description of the treatment program, b) plant response observed, and c) on-going management options/recommendations. The report will shall specify the total surface area of water being treated. An overlay of the GPS-generated pre- and post-treatment plots, a calculation of pre- and post-treatment areas, and a notarized statement by SOLitude Lake Management stating that the eradication goal of 90% was met in all three ponds throughout 2017 will also be included with the final report.

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Statement of Guarantee:

1. For Flannagan Pond, Sandy Pond and Pine Meadow Pond, we guarantee a $\geq 90\%$ reduction in the overall pre-treatment biomass of the targeted plants (milfoil and fanwort) will be achieved within approximately 60-90 days of the chemical treatment. This level of control is guaranteed throughout the remaining 2017 season, however good carry-over control of fanwort and milfoil should be seen in 2018 and perhaps beyond. In the event that this level of control is not reached, SLM will re-treat the targeted vegetation at no additional cost to reach the level of guaranteed control.

Permitting:

1. SOLitude staff will be responsible for the following:
 - a. SOLitude Lake Management (SLM) will prepare and file the required site specific License to Apply Chemicals permits from MA DEP – Office of Watershed Management, in order to treat Sandy Pond, Pine Meadow Pond and Flannagan Pond.
 - b. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - c. Notifying the client of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Client Responsibilities:

1. Client will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.
 - f. The Town of Ayer will be responsible for adding Clipper (flumioxazin) to the current Order of Conditions for Sandy Pond. SOLitude Lake Management will prepare a project description to be provided to the Town, to aid in this process.

General:

1. Contractor is a licensed pesticide applicator in the state in which service is to be provided.

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2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Contractor is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions, and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our clients' lakes and ponds as part of an overall integrated pest management program.
4. Contractor guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the contractor's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Contractor will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Contractor will furnish the personnel, equipment, materials, and other items required to provide the forgoing at his expense. Equipment will include trucks, boats, amphibious vehicles, all-terrain vehicles, utility vehicles, high volume tank sprayers, low volume tank sprayers, back- pack sprayers and other small equipment as required to properly access and perform treatments in the designated areas.
7. Contractor will maintain general liability and workman's compensation insurance.
8. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat their lakes and ponds. The customer is responsible for notifying the contractor in advance of the contract signing and the start of the contract treatment if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of the contractor.
9. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, any time there is an extreme infestation of algae and aquatic weeds, there is a risk of dissolved oxygen drops as a result of large masses of algae and aquatic weeds dying and decomposing simultaneously. This

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risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no treatment is performed. Every effort, to include the method and timing of application, the choice of products, and the skill and training of the applicators is made to avoid such problems. This risk is especially mitigated by the use of systemic herbicides wherever possible, which results in a very slow steady control of the target weed species. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of the contractor that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain if the algae or submersed invasive vegetation present in the lake goes uncontrolled, as it will over time interfere with the health and well being of the existing fish population. The customer agrees to hold the contractor harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the contractor, unless there is willful negligence on the part of the contractor.

10. Contractor is not responsible for treatment failures that result from dam or other structural failures, severe storms, flooding, or other acts of God that are outside of the control of the contractor.
11. Contractor shall be reimbursed by the client for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the contractor by the client that are not covered specifically by the written specifications of this contract.
12. The customer agrees to pay penalties and interest in the amount of 2% per month for all past due invoices and related account balances in excess of 30 days past due from the due date as specified by the contract and as stated on the relevant invoice presented to the customer.
13. The customer covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses of SÖLititude Lake Management® for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

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Tentative Schedule of Performance:

Task	Timeline
File MA DEP License to Apply Chemicals Applications	Upon Notice of Award
Pre-treatment Inspection	Mid-late April
Initial Sonar herbicide treatment	Late April/early May
FastEST Herbicide Residue Monitoring	May - July
Second Sonar herbicide treatment	Late May/early June
Reward/Clipper Treatment at Pine Meadow Pond	June
Third Sonar herbicide treatment (if required)	Late June - July
Contingency Reward/Clipper treatment (if required)	July/August
Glyphosate treatment at Pine Meadow Pond	August
Post-treatment inspection	September
Project completion report	November/December

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CONTRACT PRICE: \$61,500.00

PAYMENT TERMS:

Service & Payment Schedule:

Task 1: Prepare and file MA DEP Permit; Provide information to Town to aid in addition of Clipper to the current Order of Conditions.

March/April	\$1,000.00	Due upon completion
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Task 2: Conduct Pre-Treatment Surveys

April/May	\$2,500.00	Due upon completion
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Task 3: Perform Initial Sonar herbicide treatments to Sandy Pond and Flannagan Pond; Shoreline postings and notifications.

April/May	\$35,500.00	Due upon completion
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Task 4: Perform Initial Treatment of Pine Meadow Pond; Perform booster treatments at Sandy Pond and Flannagan Pond; Conduct Reward/Clipper treatment at Sandy Pond; Interim inspections/reports and herbicide testing.

May-July	\$20,000.00	Due upon completion
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Task 5: Perform Waterlily treatment at Pine Meadow Pond.

August/September	\$1,500.00	Due upon completion
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Task 6: Post-Treatment inspections & reporting

Sept/October	\$1,000.00	Due upon completion
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APPROVED:

_____	SOLitude Lake Management®
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_____	Town of Ayer
(Authorized Signature)	

_____	_____
(Print Name and Title)	(Date)



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Town of Ayer
Board of Selectmen and Ayer Shirley School Regional School Committee
Ayer Town Hall – 1st Floor Meeting Room
Ayer, MA 01432

Monday February 13, 2017
Open Session Meeting Minutes

BOS Present: Gary J. Luca, Chair; Jannice L. Livingston, Clerk

BOS Absent: Christopher R. Hillman, Vice – Chair

ASRSC Present: Pat Kelley; Jonathan LaForge; Michelle Granger; Joyce Reischutz; Jim Quinty; Dan Gleason (arrived at 7:11pm)

Also in Attendance: Robert Pontbriand (Town Administrator); Dr. Mary Malone, ASRSD Superintendent of Schools; Bill Plunkett, ASRSD Business Manager; Scott Houde (Ayer Fin Com Chair)

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

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

FY 2018 ASRSD Budget Presentation

Dr. Malone and Mr. Kelley made an FY 2018 ASRSD Budget Presentation to the Board of Selectmen.

G. Luca asked about the percentage the ASRSD was receiving for regional transportation.

Dr. Malone stated that is approximately 65% funded from the State and that the State has not kept its promise with respect to fully funding regional transportation.

Dr. Malone reported that student enrollment has increased from FY 2015 to FY 2017 by approximately 62 students or a 3.7% increase in student enrollment.

P. Kelley and Dr. Malone discussed the following with the Board of Selectmen: the trends of charter school and student choice; a summary of the FY 2018 Chapter 70 funds; the required local contribution for Ayer; revenues into the ASRSD; impacts of special education on the budget; and fixed costs.

The proposed FY 2018 Total Assessment for the ASRSD is projected to be \$789,939 (a 4.4% increase from FY 2017).

Ayer's FY 2018 projected assessment for the ASRSD is \$327,406 (a 3.0% increase from FY 2017) and Shirley's FY 2018 projected assessment for the ASRSD is \$462,522 (a 6.6% increase from FY 2017).

Dr. Malone presented the Superintendent's Budget which is designed to demonstrate all of the ASRSD needs. She also highlighted the following accomplishments of the ASRSD this past year which included a reduction in electricity costs of \$64,000; health plan design changes which saved \$60,000; the use of 1500 hours in labor

from the Middlesex Sheriff's Office for various projects; the partnership with the Cambridge Institute; the receipt of a \$60,000 donation from the Norton Family; the cost-sharing of professional development costs with other Districts; and the rental of the high school auditorium.

G. Luca suggested that the ASRSD consider pursuing the Green Community Designation from the Department of Energy and Resource Management for the purposes of receiving grants for energy conservation projects.

P. Kelley stated that the ASRSD may pursue a warrant article for a Special Education Stabilization Fund.

G. Luca asked what the ASRSD balance in stabilization was.

P. Kelley state that the ASRSD currently has approximately \$200,000 in capital stabilization.

G. Luca asked if the ASRSD has addressed OPEB costs yet.

P. Kelley stated that the ASRSD has not to date but needs to.

S. Houde asked about a capital budget for the ASRSD and what the ASRSD plans to do to address the plan/issue of a new elementary school.

P. Kelley stated that this is something the ASRSD realizes is coming.

J. Reischutz stated that we need a two Town Committee to study and plan for this issue. I would like for this to get started in the next six months.

Dr. Malone stated that we are still closing out the high school project with MSBA and improvements to the high school track are of an immediate need.

G. Luca stated that in the future he would like to see one elementary school for the ASRSD.

R. Pontbriand asked what the Town of Shirley's response to their FY 2018 Assessment has been.

J. Reischutz stated that it is "under advisement" by the Town of Shirley.

Dr. Malone thanked the Board of Selectmen for their time and their continued support of the ASRSD.

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

Minutes Recorded and Submitted by Robert A. Pontbriand

Date Minutes Approved by BOS: _____

Signature Indicating Approval: _____

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



Tuesday February 21, 2017
Open Session Meeting Minutes

Present: Gary J. Luca, Chair; Christopher R. Hillman, Vice – Chair (*Entered at 7:07 PM*);
Jannice L. Livingston, Clerk

Robert A. Pontbriand, Town Administrator
Carly M. Antonellis, Assistant to the Town Administrator

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

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

Announcements: None

Review of Warrants: G. Luca stated that he signed the following warrants on behalf of the BOS:

- 2017-02-14 17-16 Payroll \$311,322.46

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.**

Public Input: None

Mr. Thatcher Kezer, Devens Regional MART Shuttle Service: Mr. Peter Lowitt from the Devens Enterprise Commission was in attendance for Mr. Kezer and presented information on a Devens Bus Route Service that will create bus/shuttle service from companies in the area to commuter rail stops. The service will also connect to the Leominster and Fitchburg area/transit network. Mr. Lowitt stated that the BOS may authorize their MBTA cherry sheet assessment to be reallocated towards the regional shuttle service.

C. Hillman enters at 7:07 PM

Motion: A motion was made by J. Livingston and seconded by C. Hillman to reallocate the MBTA cherry sheet assessment towards the regional shuttle service. **Motion passed 3-0.**

Mr. Mark Wetzel, Superintendent, DPW: M. Wetzel was in attendance to present his recommendation for the award of the Solar Photovoltaic Land Lease RFP. This information was previously presented to the Energy Committee. The Town would not be purchasing electricity, just leasing the land. The Town received 3 proposals. Based on interviews and price, both M. Wetzel and the Energy Committee are recommending the award be given to Citizens Enterprises Corporation because they were the most responsive and responsible bidder.

R. Pontbriand thanked both M. Wetzel and Town Engineer Mr. Dan Van Schalkwyk for their work on the project.

Motion: A motion was made by C. Hillman and seconded by J. Livingston to award and begin contract negotiations with Citizens Enterprises Corporation. **Motion passed 3-0.**

Town Administrator's Report: R. Pontbriand gave a brief administrative update. He stated that a public information session would be held on February 22, 2016 at 6:00 PM at the Town Hall on the Commuter Rail Parking Lot project.

Appointments – R. Pontbriand is recommending the appointment of Shirley Police Officer Kyle Dodge as a Special Police Officer for the purpose of filling details per Chief Murray's recommendation.

Motion: A motion was made by C. Hillman and seconded by J. Livingston to appoint Shirley Police Officer Kyle Dodge as a Special Police Officer for the purpose of filling details per Chief Murray's recommendation. **Motion passed 3-0.**

FY'18 Budget Discussion – R. Pontbriand stated that at the March 7, 2017 BOS meeting, he and the Town Accountant will present a snapshot of the FY '18 budget.

FY'17 Snow/Ice Deficit Spending – R. Pontbriand reported that due to recent changes in Massachusetts law, he is able to authorize the DPW to deficit spend the snow/ice budget and is reporting it to the BOS as a matter of public record. He authorized the deficit spending on February 13, 2017 per recommendation of the Town Accountant and DPW Superintendent.

Keno Monitor Installation Request – Ayer Convenience, 60 Park Street – R. Pontbriand presented correspondence from the Massachusetts State Lottery Commission regarding an application from Ayer Convenience to install a Keno monitor to an existing Keno-to-Go system. BOS members had no objections, but asked that the Town Administrator's office write a letter asking that the monitor not be placed near the front windows of the store.

66 Westford Road Update – R. Pontbriand stated that the Court authorized the demolition of all structures on the property. This work is underway and is being done in conjunction with the extermination team. All costs for the work will be liened to the property.

New Business/Selectmen's Questions:

Mary Spinner asked about marijuana regulations. R. Pontbriand reported that he has been in contact with Town Counsel and awaiting the promulgations of state regulations.

Approval of Meeting Minutes:

Motion: A motion was made by J. Livingston and seconded by C. Hillman to approve the meeting minutes of February 7, 2017. **Motion passed 3-0.**

Executive Session Pursuant to MGL c. 30A, §21A: A motion was made at 7:51 PM by G. Luca and seconded by J. Livingston to enter into Executive Session pursuant to MGL c.30A, section 21A Exemption #3 (Litigation Strategy) *Power v. Carlin's* and to adjourn from Executive Session. G. Luca further stated that to discuss these items in Open Session would be detrimental to the Town's negotiating study. **By Roll Call:** G. Luca, aye; J. Livingston, aye; C. Hillman, aye. **Motion passed by Roll Call 3-0.**

Minutes Recorded and Submitted by Carly M. Antonellis

Date Minutes Approved by BOS: _____

Signature Indicating Approval: _____

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



Tuesday March 7, 2017
Open Session Meeting Minutes

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

Call to Order: G. Luca called the meeting to order at 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 3-0.**

Announcements: None

Review of Warrants: G. Luca stated that he signed the following warrants on behalf of the BOS:

- 2017-02-27 17-17 Payroll \$338,707.90
- 2017-03-07 16-17 Accounts Payable \$1,611,209.61

Public Input: Jim Fay, Chair of the Memorial Garden Committee, stated that the Committee is fundraising to erect a new veteran's monument in the Memorial Garden.

Mr. Mark Smith, Douglas Drive spoke for a group of residents on Douglas Drive, relating to a proposed solar project named "Solar I". He stated that though the abutters were notified, he and others didn't understand the scale of the project. R. Pontbriand stated that though the Town has met all the legal requirements, he will ask to meet with the Developer to discuss the issues brought forth by the neighbors.

Mr. Connie Sullivan, East Main Street stated that he had two points relative to the Commuter Rail Parking Project. He believes that the BOS should reconsider the vote to demolish the Advocates Building and use the space for bathrooms and retail space. J. Livingston stated that the BOS had discussed all options prior to taking the vote and the Town does not want to be in the position of being a landlord.

Mr. Sullivan further stated that the BOS should consider being in charge of maintenance and oversight of the parking facility/lot once the project is complete.

FY 2018 Town Budget Snapshot: R. Pontbriand and Town Accountant/Finance Manager L. Gabree gave an update on the status of FY' 18 budget. The presentation focused on the following: FY '18 general overview; FY' 18 revenue projections; FY' 18 taxes and FY '18 Capital Planning recommendations.

The Capital Planning Committee is recommending the following for FY '18:

Purchases from Capital Stabilization Fund		
<i>Department</i>	<i>Description</i>	<i>Amount</i>
Facilities	Fire Station HVAC	\$29,500
Fire	Phone System	\$11,000
	Flood Control Engineering	\$20,000
	Replace Training Room Furniture	\$16,000
Planning & Development	Railroad Fence (Materials Only)	\$15,000
Parks	Perimeter Path Survey	\$15,000
	Total	\$106,500
Purchases as Regular General Fund Borrow Articles		
DPW	Street Sweeper	\$220,000
Police	Radio Infrastructure (Phase II)	\$207,185
	Total	\$427,185
Purchases Requiring Exclusion Funding		
DPW	West Main Street Bridge Replacement	\$1,730,000
	DPW Operations Center	\$900,000
	Highway Storage Garage	\$750,000
Parks	Storage & Maintenance Building	\$600,000
	Total	\$3,980,000
Enterprise Fund Capital Requests		
Ambulance	Replace Cardiac Monitor A-2	\$32,000
Water	Barnum Road Interconnection	\$150,000
	Annual Water Main Replacements	\$150,000
	Replace Spec Pond Well #2	\$130,000
	Pleasant Street/Doug Street Main Loop	\$125,000
	Mini Excavator w/ Trailer	\$78,000
	Water Valve Maintenance Trailer w/ Vacuum Excavator	\$70,000
Wastewater	Infiltration/Inflow Improvements	\$243,000
	Wastewater Treatment Plant Upgrades	\$6,000,000
	Total	\$7,053,000

L. Gabree stated that in addition, the Capital Planning Committee recommended that the capital/debt exclusion threshold be increased from \$250,000 to \$300,000 dollars, as referenced on page 13 of the Town of Ayer's Financial Policy.

Motion: A motion was made by J. Livingston and seconded by C. Hillman to increase the capital/debt exclusion threshold to \$300,000 per recommendation of the Capital Planning Committee. **Motion passed 3-0.**

L. Gabree further stated that proceeding with a debt exclusion as opposed to a capital exclusion would have less of an impact to the average tax bill. The four questions requiring an exclusion would have to be placed on the April 24, 2017 ballot and if passed, would then be placed on the Annual Town Meeting Warrant.

Motion: A motion was made by C. Hillman and seconded by J. Livingston to place four separate questions on the April 24, 2017 ballot as debt exclusions. **Motion passed 3-0.**

Police Chief William Murray: Chief Murray was in attendance with Mr. Brent W. Davis, his recommended candidate for the position of Patrol Officer. Mr. Davis grew up in Ayer, is currently a Police Officer in

Townsend and comes highly recommended. Chief Murray is recommending an appointment at Step 2, contingent upon passing a physical and psychological exam to be effective March 27, 2017.

Motion: A motion was made by C. Hillman and seconded by J. Livingston appoint Mr. Brent Davis as Step 2 Patrol Officer contingent upon passing a physical and psychological exam to be effective March 27, 2017.

Motion passed 3-0.

Mr. Mark Wetzel, Superintendent, DPW: M. Wetzel was in attendance with George Gallagher from the Willows Development who is requesting a water and sewer connection fee adjustment. Mr. Gallagher explained that the Willows is in the process of building their last three units and were surprised to see the connection fees on both water and sewer go up drastically and are requesting a reduced rate. Prior DPW Superintendent Mike Madigan gave the Willows a reduced fee based on the volume of connections at the time of construction back in 2009. BOS members felt comfortable with the reduced rate as recommended by the DPW Superintendent because the project has been ongoing for nearly 10 years.

Motion: A motion was made by J. Livingston and seconded by C. Hillman to approve the following rates for the last 3 units of the Willows water and sewer connection fees: Water - \$1,250 and Sewer - \$2,135. **Motion passed 3-0.**

BOS Review of Public Input from the February 22, 2017 Public Meeting for the Proposed Concept Design(s) for the MART Commuter Rail Parking and Access Improvement Project: R. Pontbriand gave a historical overview of the project dating back to 1988. He stated that the Town has finally reached the design phase and has been presented with two conceptual plans by MART and the project architect/engineer Weston and Sampson.

Community and Economic Development Director Mr. Alan Manoian gave an overview of the concerns/questions brought up at the February 22, 2017 public information forum. These have been sent to MART and the engineer for their consideration. Mr. Manoian stated that he would like to see enhanced visual concepts from MART and Weston and Sampson. He further stated that he believes the "deck" concept is more compatible with our town and believes it will attract further economic development.

Tom Gibbons, Park Street stated that the deck doesn't do anything for the businesses downtown. The lot, either deck or surface, is only for commuters and bike path parking. Mr. Gibbons also stated that he has security concerns with the deck concept.

Mr. Calvin Moore, Main Street is opposed to the deck concept and doesn't trust MART with overseeing the project.

Mr. David Berry, Main Street asked if the BOS could give tax credits to the two properties on Park Street that haven't agreed to sell.

Mr. Bob Coleman stated that because he lives in the condos behind the lot, none of the options are preferable to him. He is concerned for his children's safety because of the large cliff that exists.

Mr. Pat Diamond, 35 Quail Run asked for more frequent communications between the Town and the ATSAC group. He also inquired about the time schedule for the project.

Town Administrator's Report: Due to late time, R. Pontbriand asked the BOS to take up only action items.

DPW Business Manager Reclassification Appeal – R. Pontbriand stated that this was the item that was tabled from the February 7, 2017. Since that time, Mr. Pontbriand has sent additional information to the BOS at their

request. He is recommending again that the position be graded at a 10, per the Personnel Appeals Board (Section 12, Problem Resolution Procedure). R. Pontbriand is also recommending a moratorium on all personnel appeals for further review of the process.

C. Hillman stated that he trusted R. Pontbriand's recommendation and that he was ok with the appeals process.

G. Luca stated that he feels that employees are stepping out of the grid and asking for a reclassification and does not agree with the request.

J. Livingston stated that she did not have a problem with the reclassification, since that was her recommendation when the problem came before the Board in the previous year.

Motion: A motion was made by C. Hillman and seconded by J. Livingston to reclassify the DPW Business Manager position to a Grade 10 Step 10 effective March 8, 2017. **Motion passed 2-1.**

Health Benefits Buyout Program for FY 2018 – 2020 – R. Pontbriand and Benefits and Payroll Manager Kevin Johnston briefed the BOS on the status of the Health Benefits Buyout Program and stated it is due to expire on June 30, 2017. They are recommending renewing the program for Fiscal Years 2018-2020. K. Johnston stated that the program will save the Town \$1.2 million by the end of Fiscal Year 2020.

Motion: A motion was made by C. Hillman and seconded by J. Livingston to renew the Health Benefits Buyout Program through Fiscal Year 2020 (\$2,400 for individuals and \$5,000 for families). **Motion passed 3-0.**

FY 2018 COLA Recommendation from the Personnel Board – R. Pontbriand referenced a memo sent to him by the Personnel Board recommending a 2% Cost Of Living Adjustment for Non-Union Personnel for FY' 18.

Motion: A motion was made by C. Hillman and seconded by J. Livingston to approve a 2% Cost Of Living Adjustment for non-union personnel as recommended by the Personnel Board. **Motion passed 3-0.**

New Business/Selectmen's Questions: G. Luca asked if the BOS could reschedule their March 21, 2017 BOS meeting due to a scheduling conflict. BOS members agreed to meet on March 21, 2017 at 7:00 PM.

ATSAC Committee - J. Livingston stated, in response to the earlier agenda item regarding the train station, that the ATSAC committee give the BOS the same consideration of listening to ideas and suggestions and that both sides should use respect when communicating. She stated that the BOS listens to all concerns brought before them.

Tax Status of Emmanuel Missionary Baptist Church of Ayer – C. Hillman asked for an update on a letter that was sent regarding the tax exempt status of the church. R. Pontbriand advised that Counsel and the Building Department were looking into further.

Adjournment:

Motion: A motion was made by J. Livingston and seconded by C. Hillman to adjourn at 10:22 PM. **Motion passed 3-0.**

Minutes Recorded and Submitted by Carly M. Antonellis

Date Minutes Approved by BOS: _____

Signature Indicating Approval: _____