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TOWN OF AYER

2017 APR 28 AM 10:43

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



Wednesday May 3, 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
Town Clerk, Treasurer, Collector Susan Copeland
1. Appointment of Assistant Tax Collector
- 7:15 PM DPW Superintendent Mark Wetzel
1. Approval of Town Counsel Consent Re: Groton Inter-Municipal Agreement
2. Town of Groton Sewer Connection Inter-Municipal Agreement
3. Proposed PAYT Trash Bag Fees
4. Wastewater Reserve Fund Transfer
5. Ayer YouthWorks Program
- 7:40 PM Town Administrator's Report
1. Administrative Update
2. Appointments
- 7:50 PM New Business/Selectmen's Questions
- 7:55 PM Approval of Meeting Minutes
April 18, 2017
- 8:00 PM Reorganization of the Board of Selectmen
**Executive Session Pursuant to G.L. c. 30A, sec. 21(a)
1. Exemption #2 (Non-Union Personnel) Council on Aging Executive Director Contract

Adjournment

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

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



Treasurer, Collector and Town Clerk
1 Main Street
Ayer, Massachusetts 01432

April 28, 2017

Ms. Christina Roberts
[REDACTED]


Dear Ms. Roberts,

Congratulations! I am pleased to offer you the position of Assistant Tax Collector. Your appointment will go before the Board of Selectmen on Wednesday May 3, 2017 at 7:00 PM. The hourly rate for the position is \$21.94 pursuant to the AFSCME 93 Town Hall Clerical Union Contract. Your start date will be Monday May 22, 2017.

As you know the position is a Full-Time, benefitted position. Hours of work are Monday, Wednesday, Thursday 8:00 AM – 4:00 PM; Tuesday 8:00 AM – 7:00 PM; and Friday 8:00 AM – 1:00 PM.

I look forward to seeing you Wednesday evening!

Sincerely,


Susan E. Copeland
Town of Ayer
Treasurer, Collector and Town Clerk

Enclosure: AFSCME 93 Clerical Union Contract

Copy w/o Enc.: BOS Office
Personnel File

Christina M Roberts

Qualifications and Skills

- Proficient in Microsoft Word and Excel, with the ability to type 40-60 WPM.
- Outstanding computer aptitude with the ability to learn new applications quickly.
- Excellent telephone and interpersonal demeanor.
- Reliable, honest, and punctual worker who takes pride in a job well done.
- Ability to exercise sound judgments and maintain a calm manner in stressful conditions.

Professional Experience

Town of Lunenburg, Lunenburg MA

07/2012-Current

Principal Account Clerk-Assistant Tax Collector

- Greets customers in a professional and courteous manner.
- Downloads and processes all Unipay and Fidelity Bank lockbox files daily.
- Imports/Exports files of original bills for real estate, personal property and motor vehicles to Unipay Gold website.
- Handles cash drawer and maintains balance.
- Collects and processes utility, real estate, personal property and motor vehicle tax payments.
- Collects warrants and demands and notifies collection agency of received payments and abatements.
- Prints vouchers for payment for the accountant using Microsoft Access.
- Uses excel to maintain balance of daily, monthly and quarterly tax totals.
- Uploads and emails motor vehicle tax bill files for demands and warrants to the deputy collector to be mailed
- Prepares municipal lien certificates; compiles information and runs reports.
- Issues refunds for all real estate and personal property over payments, after extensive research of payment history to ensure proper refunding.
- Posts bill detail adjustments and waives fees and interest when required to do so after getting the tax collectors approval.
- Prepares daily and monthly tax total excel worksheets for both the tax and accounting departments.
- Answers multi line phone systems and corresponds with customers via phone, email, facsimile and mail.
- Performs clerical, accounting, administrative and data entry duties daily.
- Signs off on building permits after ensuring all parties taxes are paid in full and up to date.
- Assists the Treasurer with collecting and signing off on any monies and turnover's received from other departments.
- Picks up and delivers night drop bag and deposits to the bank as needed.

North Middlesex Savings Bank, Groton, MA

04/2006-03/2012

Teller/ Customer Service Representative/ Assistant Head Teller

- Greeted customers in a professional and courteous manner.
- Answered multi line phone systems and corresponded with customer's regarding transactions and information needed.
- Handled cash drawer and maintained balance.
- Efficiently processed general ledgers, debits, credits, transfers, treasury tax and loan payments.
- Entered, verified and processed data using computer equipment and type writers.
- Cross sold bank products, recommended appropriate products and services to fill customer's needs.
- Opened and closed all deposit accounts and ordered checks, deposit slips and savings bonds.
- Filed and maintained matured certificates of deposits.
- Continually updated knowledge of bank products through staff meetings, seminars, and online courses as assigned by management.
- Ordered branch currency, prepared delivery bags for both cash pick up and delivery.
- Audited and balanced travelers checks, ATM, head teller and branch vaults.
- Practiced all security procedures of opening and closing of the vaults and branch.
- Ordered Supplies from staples and Rpm for branch as needed.
- Assisted in the training of new tellers and customer service representatives.

Education

Gardner High School, Gardner MA 01440

Completed 11th Grade

Massachusetts Job Training, Inc., Fitchburg MA 01420

Certification in Advanced Microsoft Word

Mount Wachusett Community College, Gardner, MA 01440

General Education Diploma

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: April 26, 2017
To: Board of Selectmen
From: Mark Wetzel, P.E. Superintendent of Public Works
Subject: **May 3 Meeting Agenda Items**

1. **Town of Groton Sewer Connection Inter -Municipal Agreement** --See attached memo summarizing the Inter-Municipal Agreement with the Town of Groton and the IMA for approval by the Board, pending review by Town Counsel.
2. **Proposed PAYT Trash Bag Fees** -- See the attached memo
3. **Request for Wastewater Reserve Fund** -- I did a budget projection through the end of the year and the Wastewater Enterprise fund looks tight. We've had some unexpected costs related to replacing a pump at the pumping station, a large check valve at the Main station, primary electrical service failure and the WWTP boiler needed significant repairs. We have a reserve of \$20,000 built into the budget and I'm requesting permission from the Board to use the reserve. The Reserve Fund Transfer Request is attached.
4. **Ayer YouthWorks Program** -- Mr. John Hillier of Central Ave Compassionate Care has committed to funding a youth summer job program for the DPW. I've worked with Mr. Hillier and the Town Administrator to develop an outline for this program. See attached memo describing the project. I am requesting that the Board approve this program and accept the donation form Central Avenue Compassionate Care. The plan is to make this an annual program.

SELECTIONS OFFICE
TOWN OF AYER

April 21, 2017

RECEIVED
APR 24 2017

Mark R. Reich
mreich@k-plaw.com

Hon. Gary J. Luca and
Members of the Board of Selectmen
Ayer Town Hall
One Main Street
Ayer, MA 01432

Re: Determination and Consent Pursuant to Massachusetts Rules of Professional Conduct,
Rule 1.7 - Representation of the Towns of Ayer and Groton,
Intermunicipal Agreement for Wastewater Collection, Treatment and Disposal

Dear Members of the Board of Selectmen:

We have been requested to advise the Towns of Ayer and Groton, which we represent as Town Counsel, concerning a proposed Intermunicipal Agreement (“the Agreement”) for collection, treatment and disposal, by Ayer, of wastewater to be generated from a limited sewer system area in Groton, at the intersection of Route 119 and Sandy Pond Road. The wastewater will flow through pipes into Westford Road and Nemco Way in Ayer where there is a connection with the Ayer sewer system.

COPY

Our relationship with Ayer and Groton creates interests that require disclosure pursuant to the Rules of Professional Conduct of the Massachusetts Bar that require us to obtain the express permission of the Appointing Authority of each town before we can represent another town. The purpose of this letter is to make such disclosure and to request that you determine whether you will permit such representation. In addition, while the State Ethics Commission has determined that KP Law, P.C. and its individual attorneys are not “municipal employees” pursuant to the Conflict of Interest Law, we provide this letter to dispel any appearance of a conflict on the firm’s behalf in this matter.

MULTIPLE REPRESENTATION DISCLOSURE

The representation of multiple clients is regulated under the Massachusetts Rules of Professional Conduct. The relevant provision, Rule 1.7, states that an attorney may not represent multiple clients if the interests of one client are directly adverse to those of another client, or if his representation of one client may be materially limited by his responsibilities to another client or his own interests. If, however, the attorney reasonably believes that the representation of either client will not be adversely affected, and each of the clients consents after consultation, the attorney may represent the client in such a situation. Where representation of multiple clients in a single matter is undertaken, we are also required to disclose and explain the implications of the common representation and the advantages and risks involved.

Hon. Gary J. Luca and
Members of the Board of Selectmen
Ayer Town Hall
April 21, 2017
Page 2

In our opinion, our position as Town Counsel to the Town of Groton will not adversely affect the representation we may provide to Ayer with respect to the Agreement. It is our further opinion that this joint representation provides the advantage of cost effectiveness (i.e., the cost of our time spent on preparing the Agreement will be split between the communities) and efficiency. The only risk I would note would be in the unlikely event that negotiations or performance of the project breaks down between the parties, to the point where one municipality seeks legal redress from the other. Under these circumstances, KP Law, P.C. would likely have to cease representing both Towns with regard to the Agreement. You must consider whether our representation of Groton as described above will be likely to adversely affect our ability to exercise independent professional judgment on behalf of Ayer.

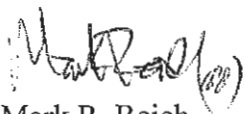
DETERMINATION

It is our belief that our representation of Groton, for the purposes and under the conditions described in this letter, will not affect the exercise of our independent professional judgment on behalf of Ayer with regard to the Agreement or any other matter. It is your determination as Appointing Authority, however, as to whether the representation described herein will not impair the integrity of this firm's services to Ayer.

Accordingly, I request that you, as Appointing Authority, consent to our representation of the Towns of Ayer and Groton regarding the proposed Agreement. Should you so consent, I ask that you sign the enclosed determination as required by the Rules of Professional Conduct. Please sign the two originals provided, return one copy to this office, and retain one copy for your records.

Thank you for your consideration. Of course, if you have any questions, please do not hesitate to contact me.

Very truly yours,


Mark R. Reich



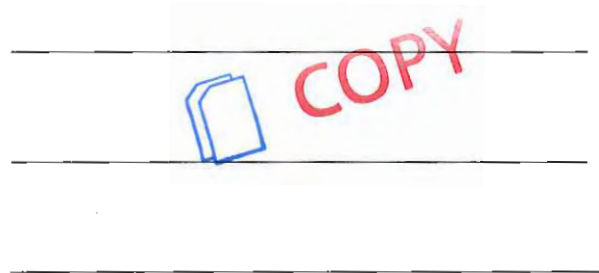
MRR/man
Enc.

DETERMINATION

It is determined, pursuant to Rule 1.7 of the Massachusetts Rules of Professional Conduct, that the Ayer Board of Selectmen consents to Kopelman and Paige, P.C. representing the Town of Groton with regard to the Wastewater Collection, Treatment and Disposal Intermunicipal Agreement, as disclosed in a letter to the Board dated April 21, 2017, notwithstanding that KP Law, P.C. serves as Town Counsel and represents the Town of Ayer.

Dated: _____, 2017.

TOWN OF AYER
By its Board of Selectmen,

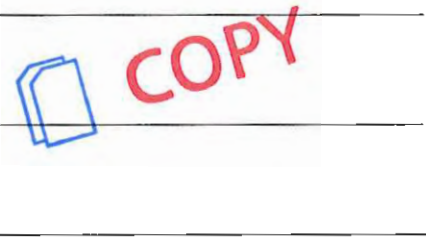


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Dated: _____, 2017.

TOWN OF AYER
By its Board of Selectmen,



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: April 28, 2017

To: Board of Selectmen
Robert Pontbriand, Town Administrator

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

Re: Groton Inter-Municipal Agreement

The Town of Groton received a MassWorks grant to install a sewer from the Four Corners area connecting to the Ayer sewer system on Westford Road at Nemco Way. We have been working with Groton on this interconnection for several years and the Board of Selectmen signed a Memorandum of Understanding in 2015. This interconnection is for a flow of 40,500 gpd. We developed an Inter-Municipal Agreement (IMA) that details the terms and responsibilities of the interconnection and the fees, payments and billing. The Groton Board of Selectmen voted to approve the IMA pending review by Town Counsel. The proposed rates, fees and payments to be included in the Ayer-Groton Sewer Inter-Municipal Agreement are as follows:

Rates: Groton will be billed quarterly for sewer use as a single customer. Billing will be based on the metered water usage for the connected properties. Meter reading will be performed by the Groton Water Department and provided to the Ayer DPW. Groton will be billed at the top tier rate (\$9.66 per HCF for FY18) regardless of flow. They will be charged a minimum equal to 10% of their allocated capacity of 40,500 gpd. This would be a minimum charge of \$52.31 per quarter.

Inflow/ Infiltration Offset: Groton will pay \$300,000 for I/I removal. This is included in the grant and will be used toward the next phase of the I/I investigation. As this is part of the grant, it must be spent by next April.

Connection Fee: As you know, the Ayer sewer connection fee is \$4,800 per ERU (330 gpd). Based on 40,500 gpd, this totals \$588,960 when all users are connected. The IMA includes a connection fee payment based on the 14,450 gpd for the initial connections. This will be an annual payment of \$21,150 for 10 years beginning in the third year after the connection is complete. All other connections would pay the full connection fee at the time of connection.

INTERMUNICIPAL
AGREEMENT FOR
WASTEWATER COLLECTION, TREATMENT AND
DISPOSAL BETWEEN



TOWN OF AYER, MASSACHUSETTS AND

TOWN OF GROTON, MASSACHUSETTS

Preamble

THIS AGREEMENT made and entered into this ____ day of _____ 2017, and executed in quadruplicate (each executed copy constituting an original) between the Town of Ayer (hereinafter "Ayer") and the Town of Groton (hereinafter "Groton").

WITNESSETH:

WHEREAS, the Town of Ayer owns and operates a wastewater treatment system; and

WHEREAS, Groton is constructing a limited sewer system to be known as "Four Corners Sewer District" as voted by the 2015 Groton Annual Town Meeting comprised of land situated in a geographical area bounded and described on a plan of land entitled "Four Corners Sewer District" prepared by the Town of Groton and dated January 2015, on file with the Office of the Groton Town Clerk beginning at the intersection of Route 119 and Sandy Pond Road and continuing down Sandy Pond Road in Groton and Westford Road in Ayer to Nemco Way where it connects with the Ayer sewer system; and

WHEREAS, Ayer, subject to the terms and conditions of this Agreement, desires to sell sewage disposal capacity to Groton; and

WHEREAS, Groton, subject to the terms and conditions of this Agreement, desires to purchase sewage disposal capacity from Ayer, and

WHEREAS the parties recognize that Ayer must implement and enforce a pretreatment program to control discharges from certain users of its wastewater treatment system under the Clean Water Act, 42 U.S.C. § 1251 et seq. and requirements set forth at 40 CFR Part 403; and

WHEREAS, the parties are authorized by Chapter 40, Section 4 and 4A of the General Laws to enter into an Inter-Municipal Agreement for the purpose of the Town of Ayer supplying sewage disposal to the Town of Groton, subject to authorization by the Ayer Board of Selectmen and the Groton Board of Selectmen.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. Term/Purpose/Intent

1.1 The term of this Agreement shall be for a period of twenty-five (25) years from date hereof, unless sooner terminated as herein provided. The parties intend that the municipal corporations entering into this Agreement are the sole and exclusive beneficiaries of the Agreement. Subject to the terms and limits of this Agreement and of applicable state and federal law, the Town of Ayer acting through its Board of Selectmen will provide sewer service to the Town of Groton acting through its Board of Selectmen in consideration for payment of applicable sewer use rates and fees.

1.2 This Agreement shall not take effect until it has been authorized by the Ayer Board of Selectmen and approved by the Groton Board of Selectmen.

1.3 Ayer shall use its best efforts to be at all times in compliance with the NPDES permit issued for the facility and to comply with all state and federal laws, regulations, water quality standards, orders and decrees of any state and/or federal governmental authority having jurisdiction over the treatment and disposal of waste waters.

1.4 Characteristics of waste delivered to the facility by or from Groton shall at all times conform to standards set by Rules and Regulations of the U.S. Environmental Protection Agency (hereinafter called "EPA") and the Massachusetts Department of Environmental Protection (hereinafter Called "MA DEP") and Ayer's Sewer Use Ordinance, all as issued and amended from time to time.

2. Amendments

2.1 No officer, official, agent or employee of Ayer or Groton shall have the power to amend, modify or alter this Agreement or waive any of its provisions or to bind Ayer or Groton by making any promise or representation not contained herein except by an

amendment, in writing, executed by both municipal corporations in the same manner as this Agreement is executed. Neither party may rely on any conduct, statements, action, inaction or course of conduct of the employees, agents or officers of the other party as having changed, modified or amended this Agreement. Neither party shall be construed as waiving any provision of the Agreement unless the waiver is executed in writing as an amendment to this Agreement. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach. Forbearance or indulgence in any form or manner by either party shall not be construed as waiver of any term or condition hereto nor shall it limit the legal or equitable remedies available to that party.

2.2 Interim reviews shall be performed and approved by Ayer and Groton every five years or any other time of emergency if agreed to by both towns to verify that all terms continue to be acceptable to both parties, to address any issues that were not known when the Agreement was signed, and to address any unintended consequences of the Agreement Terms through written amendments to this Agreement.

3.0 Assignment

3.1 This Agreement shall not be assigned or transferred by either party except as noted in paragraph 3.2, without the express written consent of the other party given with the same formalities as are required for the execution of this Agreement.

3.2 This Agreement and all rights, duties and obligations, as between the Town of Ayer and the Town of Groton, may be assigned by the Groton Board of Selectmen to the Groton Sewer Commission.

4. Hold Harmless/Indemnification

4.1 To the extent permitted by law, Groton hereby agrees to indemnify and save harmless Ayer, or its agents, against any and all liability or claims arising from the acts or omissions of Groton, or its agents or employees, relating to Groton's performance under this Agreement, including, but not limited to, liability deriving from state and federal environmental administrative findings or orders or actions or claims for damages on account of injury to person, or property or the environment caused by any act or omission of Groton, its agents or employees, or any fine, penalties or monetary awards which arise out of Groton facts or omissions under the terms of this Agreement.

4.2 To the extent permitted by law, Ayer hereby agrees to indemnify and save harmless Groton, or its agents, against any and all liability or claims arising from the acts or omissions of Ayer, or its agents or employees, relating to Ayer's performance under this Agreement, including, but not limited to, liability deriving from state and federal environmental administrative findings or orders or actions or claims for damages on account of injury to person, or property or the environment caused by any act or omission of Ayer, its agents or employees, or any fine, penalties or monetary awards which arise out of Ayer's acts or omissions under the terms of this Agreement.

5. Force/Majeure

5.1 No failure or delay in performance shall be deemed to be a breach of this Agreement when such failure or delay is occasioned by or due to any Act of God, strike, lockout, war, riot, epidemic, explosion, sabotage, breakage or accident to machinery or lines or pipe, the binding order of any court or governmental authority, or any other cause whether of the kind herein enumerated or otherwise not within the control of the party against whom a breach is alleged.

6. Reports/Records/Rate Schedules

6.1 Upon Ayer's request, Groton shall provide reports and records giving the addresses of all Groton's customers and showing the location to which sewage is being accepted, character of occupancy, and the total amount of sewage produced by Groton as measured by the water meters of Groton's sewer users into the Ayer system on an annual, or if available, on a more frequent basis, by each customer; and any other reports, records, or data reasonably required by Ayer.

6.2 Groton shall maintain written or electronic records and billing systems from which it can prepare the reports required under this Agreement. Ayer, by its officers or employees, shall have the right to inspect these original records and systems and to make copies thereof upon request.

6.3 Groton shall notify Ayer in writing and keep Ayer informed of the name and title of its official or officials responsible for sewage services in Groton and for implementation of the terms of this Agreement. If Groton fails to do so, it shall be deemed to have designated the Groton Board of Selectmen as its Responsible Official.

7. Inspections

7.1 Ayer has the right to inspect and test any equipment which Groton is required to install and/or maintain under the Agreement. Ayer can require Groton to repair and replace any such equipment if determined by Ayer in the exercise of its reasonable judgment to be defective. If Groton fails to replace or repair any such item, within a reasonable time under the circumstances, and as set forth in written notice to Groton, Ayer may do so and bill Groton for the cost thereof. Payment shall be due within thirty (30) days after Ayer mails or delivers a billing statement to Groton.

7.2 Ayer has the right to inspect facilities and equipment in Groton which may affect the sewer system. These inspections, and any inspections permitted under this Agreement, may include any and all tests that Ayer deems necessary. Groton hereby consents to Ayer's entry onto or into property of Groton for the purpose of any inspection or repair, installation or maintenance which Ayer may require under this Agreement. Ayer will not, except as expressly set forth in this Agreement, perform any work in Groton but will require work, as needed, to meet Ayer's specifications for all extensions of sewer lines. In exchange for Groton's payment of user fees, Ayer will provide routine operations and maintenance services for the sewer in the public right of way in Groton consistent with services provided for directly connected Ayer users and industry standards.

8. Remedies

8.1 In addition to the remedies, power and authority which the Board of Selectmen/Sewer Commissioners has under ordinances of the Town of Ayer, the following remedies apply:

a) If either party fails to fulfill any obligation or condition of this Agreement, the other party has the right to terminate this Agreement by giving sixty (60) days' notice, in writing, of its intent to do so. Upon receipt of such notice the party shall have the right to prevent termination by curing the default within thirty (30) days or a longer period if justified based on the nature of the obligation or condition. Any extension shall be agreed to in writing by both parties. Termination shall not release Groton from its obligation to pay all bills or sums due in accordance with this Agreement.

b) Both parties reserve the right, either in law or equity, by suit, and complaint

in the nature of mandamus, or other proceeding, to enforce or compel performance of any or all covenants herein.

c) Any bill remaining unpaid after the thirtieth day from the date of billing shall bear interest at the rate of the fourteen percent (14%) per annum computed from the end of the period that the payment is due.

d) If an administrative agency, board, commission or division of the state or federal government or any court impairs, alters, restricts, or limits directly or indirectly Ayer's rights, powers, or authority to maintain, sell, contract for, or permit sewage disposal as described in this Agreement, Ayer in the exercise of its reasonable discretion may terminate and void this Agreement by written notice to Groton. Ayer shall maintain Groton's currently used capacity in any new agreement for sewage disposal. Termination under this clause shall not release Groton from its obligation to pay any sum due and all bills owed for services previously rendered unless to do so would be in violation of a final administrative or judicial decree, order or ruling. The notice of termination shall be given as soon as possible, but not later than ten (10) business days after Ayer receives written notice of the action or decision of such agency, board, commission, division or court. It is the intent of this notice provision to give Groton as much advance notice as possible consistent with Ayer's need to terminate. Ayer will notify Groton of the formal institution of any proceedings or the issuance of any formal order so that Groton may, if it chooses, participate in such proceedings or challenge any such order.

e) If either party fails to perform any obligation under this Agreement, the other party may perform on behalf of the defaulting party and charge the reasonable costs thereof, including administrative time, to the defaulting party as a sum due under the Agreement provided written notice is given to the defaulting party allowing it time to cure the default as provided under Section 8.1 (a) herein.

f) Ayer may, in the exercise of its reasonable discretion, immediately stop providing service to Groton if Groton fails to cure any default as provided in paragraph 8.1 (a). Furthermore, Ayer may, in its sole discretion, immediately stop providing service to any consumer utilizing Groton's access to Ayer's sewer system if any said consumer, by act or omission violates or fails to comply with any notice or order of the Ayer permitted or required under EPA's pretreatment regulations or violates any requirement imposed by the

EPA regulating wastewater discharge, treatment or pretreatment.

g) Either party may terminate this Agreement without cause, for any reason or no reason, by written notice to the other at least three (3) years in advance of the termination date. Termination shall not release Groton from its obligation to pay all bills or sums due in accordance with this Agreement. During the termination notice period, both Ayer and Groton shall be responsible for meeting all other applicable terms and conditions of this Agreement. . This notice provision shall not apply in the event either party must terminate the Agreement as a result of any order or directive received from any federal or state authority, or any court. Both parties agree to abide by any order or directive received from federal or state authority or court, unless said order or directive is stayed due to any appeal. Both parties agree to provide the maximum amount of notice possible in the event of any force majeure or administrative court order that necessitates termination.

h) The remedies set forth in this Agreement are cumulative. The election of one does not preclude use of another.

8.2 The responsibility for enforcement and administration of this Agreement for the Town of Ayer shall be assigned to the Board of Selectmen/ Sewer Commissioners. All reports, requests for extensions, permit applications, questions, etc. shall be addressed to the Ayer Board of Selectmen or their designee.

8.3 In the event that a dispute, controversy, or claim exists which arises out of or relates to this Agreement, the parties hereto shall seek to resolve such dispute, controversy, or claim through good faith negotiations. Should such negotiations fail to achieve a resolution, the parties shall submit the dispute, controversy, or claim to mediation by an entity agreed upon by both parties, and thereafter by a court of competent jurisdiction for adjudication thereof if unable to find agreement for mediation.

9. Emergencies

9.1 Each party shall as soon as practicable notify the other of any emergency or condition in either party's system of which it learns may affect the sewer disposal system in either municipality.

10. Water Meters

10.1 Water meters will be installed by Groton on the properties served by sewer.. The purpose of these meters is to monitor water usage at each customer, which shall be compiled by Groton to be used for sewer billing purposes.

10.2 When Ayer determines that a water meter has registered incorrectly, it shall prepare an estimate of the amount of water accepted through the faulty meter for the purpose of billing Groton. Ayer shall present evidence to Groton demonstrating that a water meter is reading incorrectly, justifying its estimate of flow for the billing period. The estimate shall be based upon the average of three (3) preceding reading of the meters, exclusive of incorrect readings. When less than three (3) correct readings are available, fewer readings, including some obtained after the period of incorrect registration, may be used.

11. Groton/Ayer Employees

11.1 Employees, servants, or agents of either municipality shall not be deemed to be agents, servants or employees of the other municipality for any purpose including but not limited to either Worker's Compensation or unemployment insurance purposes.

12. Method of Supply

12.1 Groton agrees to purchase sewage disposal services and capacity from Ayer in accordance with the terms and conditions of this Agreement. Groton shall be entitled to discharge up to **40,500 gallons per day** of Normal Strength Wastewater into Ayer's sewer collection system at a location at the Town of Ayer line on Sandy Pond Road in Groton.

12.2 Groton surveyed Westford Road from the Groton town line to the proposed wastewater connection in Nemco Way and in the area of the potential infrastructure improvements at Willow Road. Groton is providing gravity sewer from the town line to the Nemco Way connection, with service lateral connections to the property line for the properties in Ayer along this route. All utility work and road restoration performed in the Town of Ayer will meet the Town of Ayer requirements.

12.3 Ayer must approve all connections by Groton to the Ayer wastewater system, said approval not to be unreasonably withheld or delayed. Groton must install and maintain water meters at each approved connection suitable to continuously and accurately measure and record all flows. Ayer shall have the right of access to said water meters for purposes of inspection and data acquisition.

12.4 All sewer (wastewater) flows expressed or referred to within this Agreement (unless otherwise noted) are average daily flows based upon the most recent quarter total flow measured by the water meters. .

12.5 Upon receiving a request for a connection to the Ayer sewer system from the owner of properly located, in whole or in part, in Groton, Groton shall notify Ayer of such request. This Agreement shall not allow for additional extensions of the Ayer sewer system into Groton beyond the "Four Corners Sewer District" as in place upon the effective date of this Agreement. Any such extension shall be subject to approval by Ayer as well as all other applicable approvals and regulatory requirements.

12.6 In the event that a direct connection to the sewer system is permitted by Ayer for a property located in Groton as between Groton and Ayer, Groton shall be solely responsible for the sewer service serving that property, including the connection, the service line, and any maintenance and repair required for such service, including maintenance and repair within the public right of way through which the service line or main line shall pass. Groton shall further be responsible for all road repairs and restorations, including replacement of any landscaping disturbed during installation of such connection in the public way. Additional requirements for such connections shall be specified in any further agreements between Groton and Ayer permitting such connections.

12.7 If the situation should arise, Ayer shall be responsible for providing appropriate sign offs for applications for building permits and occupancy permits for properties located within Groton and serviced directly by Ayer. It is the responsibility of the permit applicants to obtain such sign offs from Ayer.

13. Use Restriction

13.1 Groton shall use the sewage capacity furnished under this Agreement solely for its municipal wastewater and for wastewater generated by persons subject to its or Ayer's jurisdictional control and within Groton's corporate limits. Groton shall not permit any sewage capacity furnished hereunder to be used by any person outside of Groton's territorial limits without the express written consent of Ayer in each instance.

14. Funding and Appropriations

14.1 Groton agrees to appropriate annually sufficient money to pay for its

obligations under this Agreement.

15. Connection Charge

15.1 Groton agrees to pay Ayer a one-time connection charge of two hundred eleven thousand five hundred dollars (\$211,500.00) for an initial flow of 14,450 gallons per day based on a unit connection fee of \$4,800 for each equivalent residential unit (330 gpd) of flow. The initial flow is based on the connections detailed on Attachment A under the Initial Connection columns. Groton shall pay Ayer equal annual installments of twenty one thousand one hundred fifty dollars (\$21,150.00) for 10 years beginning in the third full year after the physical sewer connection is complete. Connections made in addition to the Initial Connections and changes in property usage that result in increased wastewater flow, in accordance with 310 CMR 15.00 (Title 5), will be charged a total connection fee calculated by multiplying the unit connection fee by the Title 5 flow rate divided by an equivalent residential unit (330 gpd) at the rate current at the time of connection. Payments shall be due to Ayer on the second quarter of each fiscal year.

16. User Fee

16.1 In the spirit of fairness and equity, Groton agrees to pay Ayer on a quarterly basis the same user fee per hundred cubic feet of Normal Strength Wastewater as Ayer at the top tier rate with a minimum charge per quarter based on 10% of the maximum flow reserved (4,050 gpd). The rate will be established by the Ayer Water and Sewer Rate Committee and approved by the Ayer Board of Selectmen on an annual basis.

16.2 These fees are due and payable within 30 days from the date of Groton's receipt of an invoice. Any increase in Ayer's rate to its users shall also be added to the rate charged to Groton, penny for penny per unit of flow. Ayer will provide Groton with notification of any rate increase at least 60 days before it is to become effective. In no case will Groton be responsible for the new rate less than 60 days after notification. Groton has the right to have a representative on the rate committee.

16.3 Ayer may surcharge Groton for discharge of wastewater containing pollutant levels exceeding concentrations found in Normal Strength Wastewater, in proportion to the actual strength as compared to the maximum normal strength based upon BOD or suspended solids, at Ayer's option. If requested by Ayer, Groton shall obtain samples at each connection



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point to Ayer and forward the analytical results to Ayer. Parameters to be analyzed are Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS), pH, and Oil and Grease.

16.4 Parameters subject to analysis may be changed from time to time based on changes to Ayer's NPDES permit and local limits. All sampling and analysis shall be done in accordance with 40 CFR 136.

16.5 Unless mutually agreed, all capital costs required to support the collection or processing of the waste water will be included in the rate per paragraph 16.1.

17. Infiltration/Inflow Mitigation

17.1 Groton agrees to pay Ayer a one-time Inflow and Infiltration (I/I) removal charge of three hundred thousand dollars \$300,000.00. . The charge will be used for Ayer's I/I removal program. These funds will be expended by Ayer before April 1, 2018. All invoices for services in relation this charge will be provided to Groton for reimbursement through the MassWorks grant program.

17.2 By January 31 of each year, Groton will provide Ayer with an annual statement or summary of all I/I removal activities for the system tributary to Ayer.

18. Sewer Use Regulations

18.1 The Town of Groton shall adopt local sewer use regulations which are no less stringent in every particular and, is as broad in scope as, or stricter than, the Ayer Sewer Ordinance. The Groton regulations shall in any event be consistent with and meet all requirements of the EPA as presently codified at 40 CFR Part 403 and as the same may from time to time be amended. The regulations will designate the Groton Board of Selectmen as Groton's agent to enforce its provisions. In the alternative, Groton may adopt sewer regulations, meeting the same standards set forth herein. If it appears that the Groton Board of Selectmen lacks or may lack the authority to adopt such regulations, in whole or in part, then the Town shall adopt a by-law meeting the requirements of this Section. Ayer and Groton shall notify the other, within thirty (30) days, of enacting any changes to their respective regulations or Sewer Ordinance or By-law.

18.2 Groton's adoption of such valid regulations and its establishment of local

limits as set forth in this Section shall constitute a condition precedent to the existence of this Agreement. Ayer shall have no obligation to accept wastewater from Groton until the regulations are duly enacted and effective.

18.3 Groton shall submit a copy of its current regulations to Ayer for review. Ayer shall submit its comments and proposed changes to Groton. Groton will adopt its regulations as modified by Ayer prior to discharging any wastewater to the Ayer collection system.

18.4 Whenever Ayer revises its sewer use ordinance, it will forward a copy of the revisions to Groton. Groton will adopt revisions to its sewer regulations that are at least as stringent in every particular and as broad in scope as those adopted by Ayer. Groton will submit its proposed revisions to Ayer for review within thirty (30) days of its receipt of Ayer's revisions and will adopt its revisions to rules and regulations within ninety (90) days of receiving approval from Ayer. Necessary Groton bylaw changes shall be made within twelve (12) months of Ayer's approval, or sooner based on scheduled Town Meetings in Groton.

18.5 Groton will adopt pollutant specific local limits which address the same pollutant parameters and are at least as stringent as the local limits enacted by Ayer within 100 days of the date this Agreement is executed. If Ayer makes any revisions or additions to its local limits, it will forward those revisions to Groton which will adopt such revisions within ninety (90) days after receipt thereof.

19. Enforcement Authority

19.1 Ayer, acting by and through its Board of Selectmen, will perform the technical and administrative duties necessary to implement and enforce Ayer's sewer use regulations. Groton will: (1) enforce the terms and conditions of all permits issued by Groton under this Agreement; (2) issue permits only to industrial users required to obtain a permit by Groton's pre-treatment ordinance; (3) conduct inspections, sampling and analysis of permitted users; (4) take all enforcement actions against industrial users subject to pretreatment requirement, as provided in Groton's sewer regulations; and (5) perform any other technical or administrative duties it deems appropriate. In addition, Ayer may, as agent of Groton, take actions at the request of Groton to implement and enforce Groton's regulations and take emergency action to stop, prevent or lessen any discharge which presents, or may present, an imminent or immediate threat or danger to the health, safety or welfare of human beings or

which reasonably appears, in its discretion, to threaten the environment or which threatens to cause interference, pass through or sludge contamination.

19.2 Groton hereby designates Ayer as the agent of Groton for the purpose of the implementation and enforcement of Groton's Pretreatment Requirements against users located in and/or subject to Groton's and Ayer's jurisdiction. Except for the administrative duties and enforcement set forth in paragraph 19.1 which are the obligations of Ayer, Groton shall have the primary duty to administer and enforce its sewer regulations. Ayer shall take no action upon Groton's proper enforcement actions. Upon Groton's failure to enforce, Ayer shall take any enforcement action which it deems necessary or which is necessary to enforce or compel compliance with EPA pretreatment standards, regulations and policies. Ayer may take any action under Groton's sewer use regulations which Groton could take, but failed to enforce, including, but not limited to, enforcement by administrative fines, or civil or criminal enforcement in any appropriate court. Groton's regulations shall restate this agency and shall require any Groton consumer connected to the Ayer system to consent formally to the provisions of this agency. All administrative and judicial civil penalties and fines assessed by or for Ayer pursuant to this agency authority shall be the property of, and paid to, Ayer.

19.3 Before an industrial user or any other user subject to pretreatment standards discharges into Groton's sewer system any wastewater which will be discharged into Ayer's system under the terms of this Agreement the user shall obtain a permit from Ayer in accordance with the Ayer and Groton sewer use ordinance and regulations respectively.

19.4 Groton will reimburse Ayer for all Ayer's reasonable costs, including reasonable attorney and court cost, incurred in implementing and enforcing Groton's sewer use regulations within thirty (30) days after receipt of an accounting of all such costs; provided, however, that Ayer shall first use its best efforts to recover such costs from the users responsible for the violation.

19.5 If the authority of Ayer to act as agent for Groton under this Agreement is called into question by any user, court, state or federal agency, department, board or otherwise, Groton will take whatever action is necessary to ensure the implementation and enforcement of its sewer use regulations to the fullest extent against its users including, but not limited to, implementing or enforcing its regulations on its own behalf and/or amending this Agreement or its regulations to clarify Ayer's authority. If, for any reason, Ayer's

authority as agent is not recognized and Ayer asks Groton to enforce its regulations or clarify Ayer's authority, Groton shall do so.

19.6 The parties will review and revise this Agreement to ensure compliance with the United States Clean Water Act, 42 U.S.C. § 1251 et seq. and the rules and regulations promulgated thereunder as necessary, but at least once every three (3) years on a date to be determined by the parties

19.7 Nothing contained herein shall be construed as limiting in any way Groton's authority to enforce its sewer regulations.

20. Definitions of Terms

"EPA" shall mean the United States Environmental Protection Agency or where appropriate the Regional Water Management Division Director or other authorized official of the agency.

"Ayer or "Town" shall mean the Town of Ayer or where appropriate the Town of Ayer acting by and through its Board of Selectmen.

"Groton" shall mean the Town of Groton.

"Act or "the Act" shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act as amended, 33 U.S.C. § 1251, et seq.

"DEP" or "MA DEP" shall mean the Massachusetts Department of Environmental Protection.

"Discharge" or "indirect discharge" shall mean the introduction of pollutants into the publicly owned treatment works from any non-domestic source regulated under the Act.

"BOD" or "Biochemical Oxygen Demand" shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20° centigrade expressed as a concentration (e.g. as mg/L).

"Person" shall mean every individual, partnership, corporation, municipal corporation, water district, firm, association or group of individuals.

"Groton's customers or consumers" shall mean those persons in Groton to whom Groton sells or distribute sewage disposal from Ayer under this Agreement.

"Normal Strength Sewage (Wastewater)" as expressed or referenced to in this Agreement shall be defined as meeting the requirements of Article IV – Regulation of Wastewater Discharges and Schedule B – Local Limits in Ayer’s current *Regulation of Sewer Use*.

"User" as used herein shall mean a source discharge or indirect discharge.

Any word or phrase used in this Agreement not otherwise expressly defined herein shall have the meaning assigned to them as set forth in the Ayer Sewer Ordinance.

21. Service of Notice

21.1 All notices or communications permitted or required by this Agreement must be in writing except in emergencies, and shall:

As to Ayer, be delivered or mailed by certified mail, return receipt requested, to the Selectmen’s Office, 1 Main Street, Town Hall, Ayer, MA 01432.

As to Groton, be delivered or mailed by certified mail, return receipt requested, to the Board of Selectmen's Office, 173 Main Street, Groton, MA 01450, the office of the official designated by Groton pursuant to Section 6.3 of this Agreement.

22. Extension of Term

22.1 The parties during the 23rd year of this Agreement, unless it is sooner terminated, shall meet to negotiate in good faith for an extension or renewal of this Agreement subject to authorizations that may be required by then applicable law. This acknowledgment that the term of the Agreement, including any new terms or conditions, may be extended, does not impose on either party any express or implied obligations with regard to the potential negotiations or Agreement. Neither party has any added or implied obligation to extend or renew the terms of the Agreement (with or without modifications).

23. Forum and Choice of Law

23.1 This Agreement and any performance under it shall be interpreted and governed in accordance with the laws of the Commonwealth of Massachusetts except for those requirements, terms, duties and conditions regulated by federal law. Any and all proceedings or actions relating to the subject matter herein shall be brought and maintained in the courts of the Commonwealth which shall have exclusive jurisdiction thereof. Any term or

word used herein not otherwise defined shall have the same meaning as the term or word as defined in the Ayer Sewer Ordinance.

24. Regulatory Authority

24.1 This Agreement is subject to the lawful rules, regulations, decisions, order or directives of the EPA and of any agency of the state and federal government with jurisdiction over the parties or subject matter of the Agreement. Any and all conditions, rules, regulations, orders or other requirements heretofore or hereafter placed upon Ayer or Groton by the EPA or by the Department of Environmental Protection or any other agency, division, office or department of the United States or the Commonwealth of Massachusetts or by any court of competent jurisdiction and by any other applicable Federal, state or county agency, shall be construed to become a part of this Agreement unless the Agreement is terminated hereunder. Further, any additional costs placed upon Ayer as a result of any orders of the above referenced court or agencies in connection with the supplying of sewage disposal to Groton by Ayer shall be borne by Groton, in proportion to Groton's responsibility, and only for facilities that Groton flows to or through. If Ayer is found to be negligent in its operation of the publicly owned treatment works, any non-compliance fines shall be paid by Ayer only.

25. Severability, Headings, Integration

25.1 If any provision of this Agreement is declared or found illegal, unenforceable or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law. The headings are used for reference only and shall not be a factor in the interpretation of this Agreement. This Agreement shall supersede all other verbal and written Agreements and negotiations by the parties relating to performance of the obligations under this Agreement and contains to full and complete and integrated agreement of the parties on the subject matters referred to herein. Any doubt as to meaning, any interpretation issue or any question as to intent of the parties shall be resolved to make this Agreement and the obligations of the parties under it, conforms to the letter purpose and intent of the EPA pre-treatment standards and the Act.

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IN WITNESS WHEREOF, on the date first mentioned, the officials of the Town of Ayer and the Town of Groton hereto execute this Agreement, in quadruplicate copies. When executed, the Agreement shall be recorded in the office of the Clerk of each municipality.

TOWN OF AYER

Board of Selectmen

(Seal of the Town of Ayer)

 **COPY**


Approved as to form and legality

Town Counsel

TOWN OF GROTON

Board of Selectmen

(Seal of the Town of Groton)

 **COPY**

Approved as to form and legality

Town Counsel

DEPARTMENT OF PUBLIC WORKS

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

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

Memorandum

Date: April 27, 2017

To: Ayer Board of Selectmen

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

Re: Recommended FY18 Transfer Station Fees

I have reviewed the current fees charged for the DPW Solid Waste Enterprise Fund with respect to the proposed FY18 budget. I have evaluated different rate increase scenarios and have proposed increases to meet the budget.

Current Fees - The Transfer Station fees for FY17 are:

Annual Permit:	\$80.00
Senior Citizen Rate:	\$50.00
Second Permit:	\$20.00
One Day Permit	\$10.00
PAYT 15 Gallon Trash Bag	\$1 .50
PAYT 33 Gallon Trash Bag	\$2.50
PAYT 50 Gallon Trash Bag	\$3.50
Bulk Tag	\$5.00 each

These fees were set for FY16 and there were no increases for FY17.

FY18 Budget - The proposed FY18 budget is \$547,875. Solid Waste costs have increased due to increase in wages, increase in recycling cost (decrease in commodity value) and increases in trash disposal costs. The DPW continues to investigate methods of reducing the costs including applying for grants and leasing the closed landfill site for a solar field.

Based on the Town Accountant's budget breakdown, the revenue generated from permit and bag fees should be approximately \$224,000. This assumes the funding as follows:

Debt Exclusion (General Fund)	\$ 63,907
General Fund Subsidy	\$177,000
Free Cash	\$ 25,000
Fee Revenue needed	\$281,968

Rate Options - A total of eight different rate increase scenarios were calculated, based on bag rate increases of \$0.25 and \$0.50 per bag and increases of \$5 and \$10 per permit. The rate model assumed a total of 1450 permits (800 Regular, 500 Senior, 150 Second).

In order to generate the required revenue, a \$0.50 per bag rate increase and a \$10.00 per permit increase is required. This is estimated to generate approximately \$280,000.

Recommendation - Based on the rate model analysis, the DPW is recommending that the FY18 Transfer Station fees be set as follows:

PAYT Bag Rates

15 Gallon Trash Bag	\$2.00
33 Gallon Trash Bag	\$3.00
50 Gallon Trash Bag	\$4.00
Bulk Tag	\$5.00 each

Permit Cost for Calendar Year 2018

Annual Permit:	\$80.00
Senior Citizen Rate:	\$50.00
Second Permit:	\$20.00
One Day Permit	\$10.00

RESERVE FUND TRANSFER REQUEST

Section I (Completed by Elected Official or Department Head)

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



- 1. Amount requested: \$20,000.00 (Line Item 57800 in FY17 Budget)

- 2. To be transferred to:
 - A. Account Name Wastewater Enterprise
 - B. Account #: 61447 \$ 1,778,092.00

- 3. Present balance in budget \$ 1,247,955.17 As of end of March
\$ 7,246.00 Projected through end of year

- 4. The amount requested will be used for (please attach supporting information):
General operating expenses

- 5. The expense is extraordinary or unforeseen for the following reason(s):
Aging infrastructure required expenses related to purchase of a new pump, new 16 inch check valve at Main Station, sludge disposal costs, primary electrical service failure and plant boiler failure.

Date _____ Elected Official or Department Head

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

Transfer Approved: YES NO

Amount Approved: \$ _____

Date of Meeting: _____ Number Present/Voting _____

Chairman _____

Section III Action by Finance Committee

Transfer Approved: YES NO

Amount Approved: \$ _____

Date of Meeting: _____ Number Present/Voting _____

Chairman _____

Ayer DPW YouthWorks Program Outline

Project Goals

The goal of Ayer DPW YouthWorks Program is to serve as a young person's first job experience and exposure to the world of work and job responsibilities. The program would serve primarily 14 through 16 year olds from the Town of Ayer. The program would:

- Develop responsibility and work ethic
- Develop skills and work expectations
- Earn money
- Participate in special workshops related to education, health and safety, and financial responsibility.

Program Outline

Teens will work on supervised public works related jobs throughout the town for two - four week periods during the summer. They would work thirty hours a week, earning minimum wage (\$10.00 per hour),

Program would fund 4 workers per session (8 total for the summer) and one supervisor. Tools, transportation and personnel safety equipment will be provided by the Ayer DPW

All youth will also participate in skill-building workshops for one to four hours each week and have the opportunity to attend job tours, financial training, and a variety of program-sponsored social events during the summer.

Work Tasks – There are specific requirements / restrictions for young worker with regard to work hours and use of power equipment. Typical work tasks will include:

- Painting fire hydrants
- Painting DPW facilities
- Facility maintenance
- Vehicle maintenance
- Brush removal and tree trimming
- General town clean-up

The teens will be rotated through the DPW divisions to get an understanding of the operations of Highway, Stormwater, Water, Wastewater, and Solid Waste. The DPW Superintendent and Town Engineer will also work with the students on inspection of infrastructure and other engineering tasks.

They will also have the opportunity to work with Recreation Department and other Departments as requested.

Budget

Workers	Number	Hours per week	Rate	Weeks	Total
Students	8	30	\$10	8	\$ 9,600
Supervisor	1	40	\$22	9	\$ 7,920
					\$ 17,520
Safety Equipment					\$ 2,000
Tools and Materials					\$ 2,000
Special workshops					\$ 1,000
Total					\$ 22,520

Central Ave Compassionate Care is committed to funding this as an on-going program. The Town will set-up an account and any excess monies will stay in the account for future years and expansion.

Program Expansion – The first year will be a pilot program. At the end of this season, we will get input from the teens, supervisor and foreman on the program and make modifications as necessary. Hopefully we can offer jobs to more kids for longer periods and during school breaks.

Implementation – The School Superintendent, Ms. Malone has agreed that the ASRHS staff will assist with the job application process and they will manage this aspect of the program.

Schedule:

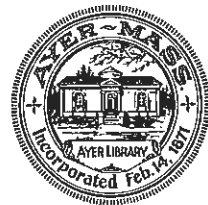
May - Applications available

June -- Applicants selected

July 3: Program starts

August 25: Program ends

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: April 28, 2017

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

A handwritten signature in blue ink, appearing to read 'R.A.P.', is written over the printed name of the Town Administrator.

SUBJECT: Town Administrator's Report for the May 3, 2017 BOS Meeting

Dear Honorable Selectmen,

I am pleased to transmit to you the following Town Administrator's Report for the May 3, 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 provide a brief Administrative Update at the meeting on the various projects, initiatives, and activities of the Administration since the last BOS Meeting on April 18, 2017.

Reappointment of Veterans Agent:

- In accordance with MGL, the Veterans Agent is an annual appointment by the Board of Selectmen. I am respectfully recommending that the Board of Selectmen reappoint Mr. Mike Detillion as Ayer's Veterans Agent for a term to expire on March 31, 2018.

Thank you.

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



Tuesday April 18, 2017
Open Session Meeting Minutes

Present: Gary J. Luca, Chair; Christopher R. Hillman, Vice – Chair (*Entered at 6:25 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 6:00 PM.

Executive Session Pursuant to G.L. c. 30A, sec. 21(a): A motion was made by G. Luca and seconded by J. Livingston to enter into Executive Session pursuant to MGL c.30A, sec. 21(a) Exemption #1 (Charges or Complaints against public employee) Dispatcher and Exemption #3 (Collective Bargaining) Town Hall Clerical AFSCME 93 Memorandum of Agreement. G. Luca further stated that to discuss these in open session would be detrimental to the Town's negotiating strategy and to reconvene in Open Session at the conclusion of Executive Session. **By Roll Call Vote:** G. Luca, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 2-0.**

Reconvene in Open Session: The BOS reconvened in Open Session at 7:00 PM.

Review and Approve Agenda: R. Pontbriand asked to add an item #3 "Change Order for the East Main Street Water Main Project" under the DPW Superintendent's report. C. Hillman asked to add a discussion under "New Business" about high school students covering BOS meetings for reporting purposes.

Motion: A motion was made by J. Livingston and seconded by G. Luca to approve the agenda, as amended. **Motion passed 3-0.**

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

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

•	2017-03-28	17-19	Payroll	\$311,042.04
•	2017-04-07	17-18	Accounts Payable	\$235,530.34
•	2017-04-11	17-20	Payroll	\$307,109.95
•	2017-04-18	17-19	Account Payable	\$1,473,263.90

Announcements: BOS Members made the following announcements:

- The Town Election is being held on Monday April 24, 2017
- The Special Olympics are being held on April 28, 2017 at Fitchburg State University

Public Input: Mr. Ken Diskin, 180 Washington Street appeared before the BOS under Public Input formally requesting that the BOS formally request that the Planning Board conduct a comprehensive review of SOLAR I, a private solar project currently underway. The intent of the request is to ensure that the Town has covered all of its bases and that all of the details have been correctly covered. Given all of the recent issues with these projects, the BOS felt that the request was a legitimate one and in everyone's best interest.

Motion: A motion was made by C. Hillman and seconded by J. Livingston to authorize a communication from the Board of Selectmen to the Planning Board for comprehensive review of Solar I. **Motion passed 3-0.**

Depot Square Tenant Relocation Status: Mr. Michael McParland, President, Auxilium, Inc. appeared before the BOS to give an update of the relocation of the tenants at Depot Square building taken by the Town by eminent domain in the spring of 2016. Mr. Kyle Ross has filed for a fixed payment in lieu of actual and reasonable moving and related expenses and actual and reasonable reestablishment expenses. Under the law, he is entitled to a \$40,000 payment based on his income. R. Pontbriand stated that there is no appropriation to pay this expense and is requesting authorization to make the payment out of the UDAG account. Mr. McParland also reported that he and The Advocates have been conducting an extensive relocation search effort. Advocates, Inc. have found a location at Devens, but it won't be available until August 1, 2017.

C. Hillman expressed concern about the timing of the scheduled demolition of the building.

Motion: A motion was made by J. Livingston and seconded by G. Luca to authorize the payment of \$40,000 for relocation benefits for Mr. Kyle Ross, Ross Fitness from the UDAG account. **Motion passed 2-1.**

Mr. Mark Wetzel, Superintendent, DPW: *Water Use Restriction Regulations* – M. Wetzel stated that based on the current drought conditions, he is recommending that the BOS remove the outdoor water use ban and institute the following actions, in accordance with the Town's Water Use Restriction Regulation:

- **Odd/Even Day Outdoor Watering:** Outdoor watering by water users with odd numbered addresses is restricted to odd number days. Outdoor watering by users with even numbered addresses is restricted to even numbered days, excluding the watering of vegetables and perishable plants.
- **Outdoor Water Hours:** No nonessential outside water use between the hours of 9 a.m. and 5 p.m. from May 1st through September 30th. Nonessential outdoor water uses include:
 - irrigation of lawns via sprinklers or automatic irrigation system
 - washing of vehicles, except in a commercial car wash or as necessary for operator safety
 - washing of exterior building surfaces, parking lots, driveways or sidewalks, except as necessary to apply surface treatments such as paint, preservatives, stucco, pavement or cement.

Motion: A motion was made by J. Livingston and seconded by C. Hillman to approve the Water Use Restrictions as recommended by the DPW Superintendent. **Motion passed 3-0.**

MassDOT Chapter 90 Contract – M. Wetzel stated that the Town's ten (10) year contract with MassDOT is due for renewal at the end of June. He presented the Commonwealth's standard contract form and recommended approval with signature by the Chair.

Motion: A motion was made by J. Livingston and seconded by C. Hillman to approve the Chapter 90 contract between the Town of Ayer and MassDOT with signature by the Chair. **Motion passed 3-0.**

Change Order for East Main Street Water Main Project - M. Wetzel presented Change Order #4 in the amount of \$78,200 for work done on Fletcher Street as part of the East Main Street Water Main Project.

Motion: A motion was made by J. Livingston and seconded by C. Hillman to approve Change Order #4 in the amount of \$78,200 to Cedrone Corporation for the East Main Street Water Main Project with signature by the Chair. **Motion passed 3-0.**

Final Approval of FY' 18 Budget and ATM Warrant - R. Pontbriand and Town Accountant/Finance Manager Ms. Lisa Gabree gave a presentation on the FY'18 budget and presented the DRAFT May 8, 2017 Special and Annual Town Meeting warrants.

R. Pontbriand made a presentation on his inclusion for funding for a Town Planner in the FY'18 budget. He stated that it has become increasingly clear that there are too many important land use issues currently before the Town. He gave the following as examples: the update of the Zoning bylaw, updating two different versions of subdivision regulations, implementation of GIS, Master Plan, grant applications, the promulgation of solar regulations and medical and recreational marijuana regulations. He stressed that the Town needs a professional to be dedicated to looking at the Town as a whole and assist in implementing strategic planning. The proposed position will not be in the AFSCME 93 Clerical Union.

Motion: A motion was made by J. Livingston and seconded by C. Hillman to approve the Annual Town Meeting Warrant for the May 8, 2017 Special and Annual Town Meeting Warrants. **Motion passed 3-0.**

Motion: A motion was made by J. Livingston and seconded by C. Hillman to close the Annual Town Meeting Warrant for the May 8, 2017 Special and Annual Town Meeting Warrant. **Motion passed 3-0.**

Town Administrator's Report: *Flexible Spending Account Renewal* – R. Pontbriand and Benefits and Payroll Manager Kevin Johnston presented the BOS with renewal information for the Town's Flexible Spending Account (FSA). This year the Town will offer a Dependent Care Account (DCA) with a \$5,000 Maximum Limit, in addition to the Health Savings Account (HSA).

Motion: A motion was made by C. Hillman and seconded by J. Livingston to approve the renewal of the Town of Ayer's Flexible Spending Account for FY 2018 with both the Health Care and Dependent Care Accounts. **Motion passed 3-0.**

Reauthorization of UDAG Appraisal Funding – R. Pontbriand explained that the owner of approximately 4.5 acres of undeveloped land known as the Emily's Way subdivision has approached the Town with an offer to sell the land to the Town for \$225,000. R. Pontbriand stated that he has sent the proposal to Department Heads and Town Boards and Committees and reported there was interest in purchasing the property. He is requesting authorization to repurpose \$1,700 from an unspent UDAG appropriation (Ch. 61 Nashua Street Extension Land Appraisal) to conduct an appraisal.

Motion: A motion was made by C. Hillman and seconded by J. Livingston to reauthorize \$1,700 of unspent UDAG funding for the purposes of conducting an appraisal on Emily's Way. **Motion passed 3-0.**

New Business/Selectmen's Questions: *Town Meeting Date Change Survey (Selectman Livingston)* - J. Livingston would like to conduct a poll to ask Town residents their preference on the best day of the week to hold Town Meeting, on either a Monday night or Saturday morning. R. Pontbriand stated that the Town will conduct a survey online and will have copies available at Towu Hall as well.

C. Hillman stated that he has spoken with the Superintendent of Schools about the possibility of having students interested in journalism cover the BOS meetings because the newspaper hasn't covered BOS meetings in several months.

G. Luca asked if there was interest in reorganizing the BOS at this time. R. Pontbriand stated that the BOS usually waits until after the Annual Election to reorganize.

Approval of Meeting Minutes:

Motion: A motion was made by J. Livingston and seconded by C. Hillman to approve the meeting minutes of April 4, 2017. **Motion passed 3-0.**

Adjournment:

Motion: A motion was made by J. Livingston and seconded by C. Hillman to adjourn at 9:32 PM. **Motion passed 3-0.**

Minutes Recorded and Submitted by Carly M. Antonellis

Date Minutes Approved by BOS: _____

Signature Indicating Approval: _____

DRAFT