



LANCASTER SELECT BOARD
Regular Meeting Agenda via ZOOM™
Tuesday, February 15, 2022
6:00 P.M. – 9:00 P.M.

In accordance with the Open Meeting Law, please be advised that this meeting is being recorded and broadcast over Sterling-Lancaster Community TV

I. CALL TO ORDER

Chairman Jason A. Allison will call the meeting to Order at 6:00 P.M. via ZOOM™

Join Zoom Meeting

<https://us02web.zoom.us/j/86214323696>

Meeting ID: 862 1432 3696

One tap mobile

+13126266799,,86214323696# US (Chicago)

+16465588656,,86214323696# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 862 1432 3696

Find your local number: <https://us02web.zoom.us/j/86214323696>

II. APPROVAL OF MEETING MINUTES

Review and take action on the following

- Regular Meeting Minutes of January 19, 2022
- Special Meeting Minutes of May 7, 2021, May 26, 2021, June 4, 2021 & June 11, 2021

III. SCHEDULED APPEARANCES & PUBLIC HEARINGS

6:10 P.M. Public Hearing for Renewal of Earth Products Removal Application – PJ Keating
Continued from January 3, 2022

- Notice is hereby given that a Public Hearing will be continued on Monday, February 15, 2022 at 6:10 P.M. via ZOOM, to consider the application of P. J. Keating Company, 998 Reservoir Road, Lunenburg, MA, for renewal of a Special Permit To Remove Earth Products (overburden, rock, gravel, loam) from a parcel of land located south of the Lunenburg town line, west of Lunenburg Road, north of a N. E. Power Co. right-of-way and east of the Leominster city line, containing by survey 73.3 acres in Lancaster, further identified on the Lancaster Assessors' Maps as Map 1, Parcels 1 through 4 and Map 4, Parcels 1 through 6, and further delineated on Plan No. 18-D-3, sheets 1 to 4, dated January 19, 2005 and Plan No. 18-D-4, sheets 1 to 3, revised September 19, 2005, by S. J. Mullaney Engineering, Inc., 305 Whitney Street, Leominster, MA. A copy of the Application and Engineering Plans may be viewed in the Select Board's Office, Prescott Building, 701 Main Street, Lancaster, MA between the hours of 9:00 a.m.



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and 4:00 p.m. Monday through Thursday. All persons interested in providing comment should attend and be heard.

6:30PM Update from State Representative Meghan Kilcoyne & State Senator John Cronin

IV. BOARDS, COMMITTEES AND DEPARTMENTS REPORTS -

Joint Meeting with Public Works Board to review and select a Public Works Board Member to fill the vacant seat, term to expire May 9, 2022. (Votes to be taken)

V. PUBLIC COMMENT PERIOD

Opportunity for the public to address their concerns, make comment and offer suggestions on operations or programs, except personnel matters. Complaints or criticism directed at staff, volunteers, or other officials shall not be permitted.

VI. TOWN ADMINISTRATOR REPORT -

Interim Town Administrator will update the Board on the status of current projects pending.

- Building Inspector Brian Gingras report on Site Inspection of 700 Fort Pond Road
- Posting Select Board Agendas
- ARPA Funds

VII. ADMINISTRATION, BUDGET, AND POLICY (Vote may be taken)

1. Discussion and Call for Special Town Meeting and Open Special Town Meeting Warrant (Town Administrator Nutting)
2. Vote on Police, Clerical & DPW Union Contracts (Town Administrator Nutting)
3. Discussion on Division of Capital Asset Management and Maintenance (DCAMM) Warrant Article for Special Town Meeting. (Town Administrator Nutting)
4. Request of Department of Housing and Community Development (DHCD) to approve the re-finance of mortgage for 63 Mediation Lane for the Local Initiative Program (LIP) (Town Administrator Nutting)
5. Hard copies of Annual Town Report (Moody)
6. Post Cards for Town Meeting (Moody)
7. How many lead water services does Lancaster have and where? (Moody)
8. Select Board being notified about expenditures over \$5000.00 before being expended. (Moody)
9. Town Departments to be working on information for 2021 Annual Town Reports (Moody)
10. Restoration Advisory Board (RAB) Membership and Meeting Updates (Turner)
11. Select Board's Goals & Priorities – Set date of a Select Board Special Meeting (Turner)



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VIII. APPOINTMENTS AND RESIGNATIONS -

Appointments:

Board of Appeals:

- Eric Jakubowicz as Alternate Member term to expire June 30, 2024 (2 year term)
- Dennis Hubbard as Alternate Member term to expire June 30, 2023 (1 year term)

Recreation Committee:

- Monica Tarbell as member, to fill unexpired term June 30, 2022.

IX. LICENSES AND PERMITS - NONE

X. OTHER/UNFINISHED BUSINESS

XI. NEW BUSINESS *

**This item is included to acknowledge that there may be matters not reasonably anticipated by the Chair*

XII. COMMUNICATIONS

- Survey to collect comments for the MBTA Guidelines are now on the Town's website
<https://www.surveymonkey.com/r/5QPZC8S>
- Town Offices will be closed on Monday, February 21, 2022, in observance of Presidents' Day.
- Select Board's next regular meeting will be held via Zoom on Monday, February 28, 2022, at 6:00pm

XIII. ADJOURNMENT



Town of Lancaster

701 Main Street, Suite 1
Lancaster, MA 01523

PUBLIC MEETING REMOTE PARTICIPATION GUIDELINES

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c.30A, §18, and the Governor's March 15, 2020 Order imposing strict limitations on the number of people that may gather in place, the various Boards and Committees representing the Town of Lancaster will conduct their public meetings and hearings via remote participation. No in-person attendance of members of the public will be permitted.

In Advance of Meetings:

- All non-emergency items are still required to be properly posted at least 48 hours in advance of the meeting. This is still done by contacting the Town Clerk's office.
- All members should receive the same documents for the meeting electronically.
- Supporting documents should be posted on the Town's website and be available for members of the public.

Essential Components for Remote Meetings:

- Access to participate for a quorum of committee members at the time of the meeting.
- Ability to take minutes which accurately reflect the meeting and the votes taken.
- Ability to record meeting for playback (this is not required under the order, but is preferred)
- Ability to allow for real-time public participation/comments (this is not required under the order, but is preferred)
- Meeting with public hearings must provide access for third party participation to all members of the committee.

Identifying the Proper Medium to Conduct Meetings:

While we are suspending use of the Nashaway Meeting Room and Conference Room in the Prescott Building, and the ability to live stream through Sterling-Lancaster Cable, there are alternatives for Boards and Committees to consider. Below are a few options available to Committees. There may be alternatives that members are more comfortable using which will be permitted so long as the essential components for all meetings are met through use of that medium.

- *Town of Lancaster ZOOM account with Webinar Functions* – this account was purchased by the Town Administrator's office for hosting meetings that require public participation/third party access for participation. This method is currently the preferred method and should be used by Boards and Committees that have hearings and require third party participation through public comments of from applicants seeking permits. (includes but is not limited to: Board of Selectmen, Planning Board, Board of Appeals and Conservation Commission)
 - At this time, the town only has one executive ZOOM account. If you wish to use the ZOOM account, you may need to schedule meetings at different times/days than your board typically meets to ensure no conflict with other meetings.
- *Standard/Free Zoom Accounts* – Anyone can access a free Zoom account with up to 100 participants for a maximum 40-minute meeting. This function will allow Boards and Committees to record their meetings for future playback and the ability to share screens. Please note there are

T: 978-365-3326 F: 978-368-8486

E-Mail: opacheco@lancasterma.net or krocco@lancasterma.net

several systems available that offer similar abilities and any of them can be used for this purpose. (ex. Google Meet, Skype for Business, Microsoft Teams, etc.)

- *Local Cable Access* – Currently, the Town does not allow for local cable access broadcast through the Nashaway Meeting Room. However, to the extent possible, local cable will be used if it is accessible and safe for staff, committee members, and members of the public.

Use of ZOOM for Remote Access to Public Meetings

Zoom Video Communications, Inc. (ZOOM) can be used for remote conferencing services to allow for remote access for public meetings. Access numbers and web addresses will be provided as part of each meeting's agenda posted to the town calendar on the homepage of Lancaster's website, www.ci.lancaster.ma.us.

Meetings can be accessed from your personal computer, cellphone and/or telephone. It is anticipated that most Board and Committee meetings will continue to be broadcast by Sterling-Lancaster Cable through ZOOM's "Record" feature.

Protocols for Remote Public Meetings Using the Webinar Feature

- All participants entering the meeting via a personal computer ("computer participants") are to mute themselves to limit background noise and interference with the meeting.
- Computer participants are encouraged to click on the "Participants" feature in ZOOM to view all participants and to view/use the "Q&A" function to pose questions on the bottom on the screen.
- Computer participants may "Pin" to a particular video screen.
 - It is recommended to "Pin" to the staff member associated with the committee or in the case there is no staff member, to the Chairperson. This can be done by right clicking over the three (3) dots symbol in the top right corner of the staff/chair's video screen.
- The Chair or present support staff should adhere to the script provided as an attachment to this document for the purpose of properly recognizing members and providing information to the public. (This script is a draft/guide and should be tailored to your needs)
- The Chairperson will identify himself or herself.
- The Chairperson will conduct the roll call of the Board
- The Chairperson will call the meeting to order
- All participants (excluding the Board members) will be muted throughout the meeting and should use the raise hand feature (or chat room) to ask a question or point of information.
- All participants are required to include their name and address when asking a question or participating regardless of screen name to insure meeting minutes and public records are accurately recorded.
- All documents displayed throughout the meeting will be controlled by the present staff member or Chairperson.
 - Only computer participants will be able to view documents.
- If and when the Chairperson allows for public comments/questions, it will be conducted the following sequence:
 1. The Chairperson will read public comments/questions received in advance of the meeting followed by real-time Board and/or applicant response.
 2. The Chairperson will ask if any other participants accessing the meeting comments/questions; additional questions will be asked using the "Raise Hand" feature
- Board members needing to be recused at any point of during the course of a meeting will be placed in a virtual "Waiting Room" by the staff person or Chairperson.

Directions to access meeting will be posted on agendas for the public when available.

III. APPROVAL OF MEETING MINUTES



LANCASTER SELECT BOARD
Regular Meeting Minutes
of January 19, 2022

I. CALL TO ORDER

Chairman Jason Allison called the Regular Meeting of the Select Board to Order at 6:00 P.M. via ZOOM™, noting that the meeting was being recorded.

Join Zoom Meeting

<https://us02web.zoom.us/j/84843124092>

Meeting ID: 848 4312 4092

Roll call vote taken, Jason A. Allison, present, Jay M. Moody, present, and Alexandra W. Turner, present.

II. APPROVAL OF MEETING MINUTES

Mr. Moody moved to approve the Select Board meeting minutes of June 7, 2021, December 20, 2021, and January 3, 2022. Ms. Turner seconded. *Vote taken, Jason A. Allison, Aye; Jay M. Moody, Aye; Alexandra W. Turner, Aye. Approved, [3-0-0].*

Interim Town Administrator Jeff Nutting reported that all minutes will have been prepared for approval as of the Select Board's next regular meeting.

III. SCHEDULED APPEARANCES & PUBLIC HEARINGS

6:05 P.M. Public Hearing - Smart Growth Zoning District

Pursuant to Chapter 40R of the Massachusetts General Laws, and the associated regulations, specifically 760 CMR 59.05(1), the Select Board will hold a public hearing on January 19, 2022 at 6:05pm remotely via Zoom™ to consider a proposed Smart Growth Zoning District and to consider the Board's submission of an Application for Preliminary Determination of Eligibility for 40R Zoning to the Massachusetts Department of Housing and Community Development. The proponent of this District and Application is the Lancaster Affordable Housing Trust and is recommending the North Lancaster Smart Growth Zoning District comprised of properties at Assessor's Parcel ID #s 14-4.M, 14-4.L, 14-4.N, 14-4.G, 14- 4.F, 14-4.C, 14- 4.B, 14- 4.K, 14- 4.J, 14-4.I, 14- 4.H, 14- 4.A, 14-8.A, 14-8.0, 14-4.0, 14-9.0, totaling approximately 64 acres.

Zoom link to access the public hearing: <https://us02web.zoom.us/j/84843124092> Meeting ID: 848 4312

A copy of the application and attachments may be reviewed at the Select Board Office, Prescott Building – 2nd Floor, 701 Main Street, Lancaster, MA (978) 365-3326 ext. 1201, and online at: www.ci.lancaster.ma.us/affordable-housing-trust/pages/40r-smart-growth-overlay-district-route-70

Mr. Moody moved to open the Public Hearing, reading the above posting into the record. Ms. Turner seconded. *Vote taken, Jason A. Allison, Aye; Jay M. Moody, Aye; Alexandra W. Turner, Aye. Public hearing opened, [3-0-0].*

Presentations on the Smart Growth Zoning District were given by Karen Chapman of MRPC (Montachusett Regional Planning Commission) and Victoria Petracca of LAHT (Lancaster Affordable Housing Trust). Following the presentation, Mr. Allison confirmed that the purpose and scope of the Public Hearing is that the Lancaster Affordable Housing Trust is seeking support from the Select Board to put forth this proposal to DHCD.

Public comment and questions included:

- Carol Jackson, 40 Farnsworth Way. As a resident, wanted to know why the district had to be so large?
- Cara Sanford, 350 Bull Hill Road. Opposes because of the connection to the commercial overlay district.
- Russ Williston, 4 Highfield Drive. Questions about traffic; what standards would apply to a traffic study?
- Martha Moore, 131 7 Bridge Road. Does the 40R development share access road with trucks to the warehouse, and does it share water treatment facilities?
- Steve Kerrigan, 267 Neck Road. Thanks, to the LAHT for their hard work, supports the proposal.
- Justin Smith, 4 Turner Lane. Objects to moving forward until questions about land swap are answered and resolved.
- Rob Zidek, 103 Kaleva. States that the primary problem with the proposal is environmental injustice and that it misleads reviewers.
- Russ Williston – would like to ask the Select Board to include traffic impact standards as in current bylaws. Thinks size of project is concerning.
- Mark Grasso, Chase Hill Road. Questions regarding the percentage of units that would be affordable.
- Greg Jackson, 40 Farnsworth Way. Is not sure how environmental regulations will be upheld; wants more information on additional open space; concerned about housing density and wastewater issues.
- Dick Trussell, 15 Burbank Lane. Disagrees with Mr. Zidek's statements on environmental injustice.
- Stephanie Stanton, 942 Main Street. In favor of 40R proposal; impressed with similar development in Sudbury; we need the revenue and the housing.
- Carol Jackson. Disagrees with use of 40R, too much risk. Thinks only two towns in Massachusetts, Brockton and Lawrence, have received 40R funding.

- Cara Sanford. Might like 40R if “delinked” from trucking center.
- Greg Jackson. Seems to be some opportunities for tax revenue; does proposed bylaw mandate mixed uses to make sure that there is some commercial development?

Mr. Moody moved to close the Public Hearing. Mr. Allison seconded. *Vote taken, Jason A. Allison, Aye; Jay M. Moody, Aye; Alexandra W. Turner, Aye. [3-0-0].*

Mr. Allison moved that at the request of the Lancaster Affordable Housing Trust, that the Lancaster Select Board, serving as Chief Executive Officer of Lancaster, submit the application for a Determination of Preliminary Eligibility for the North Lancaster Smart Growth Overlay District under Chapter 40R. Mr. Moody seconded the motion.

Ms. Turner wanted to amend the motion to add a traffic study consistent with current zoning bylaws be included in the conditions. Discussion followed. Mr. Moody seconded the motion. Ms. Petracca stated that within the 40R bylaw there could be additional language requiring traffic studies for future projects within the 40R district, and that she would be glad to work with Mr. Williston to get that language done.

Mr. Allison called for a vote on the amendment. *Vote taken, Jason A. Allison, Aye; Jay M. Moody, Aye; Alexandra W. Turner, Aye. [3-0-0].*

Vote taken on the amended motion; *Vote taken, Jason A. Allison, Aye; Jay M. Moody, Aye; Alexandra W. Turner, Aye. [3-0-0].*

IV. BOARDS, COMMITTEES AND DEPARTMENTS REPORTS - NONE

V. PUBLIC COMMENTS - NONE

Written public comment received has been forwarded to the Town Administrator and will be attached to the minutes.

VI. TOWN ADMINISTRATOR REPORT

Interim Town Administrator will update the Board on the status of current projects pending.

*** Town Counsel introduction taken here out of order; see minutes below***

- **Sale of Atlantic Union College (AUC)**

Active purchase and sale agreement for the former music conservatory was signed last week but closing date has not been set.

- **Intersection construction of Route 117/70**

Abutters letters will be sent this week; the Select Board will need to take action next month and the State will start advertising for the project in March with a summer construction date.

VII. ADMINISTRATION, BUDGET, AND POLICY

1. Discussion and review Special Town Meeting Draft Warrant (Interim Town Administrator)

Mr. Nutting has sent the Select Board a memo suggesting that they consider postponing the Special Town Meeting until March, both in terms of COVID issues and because there is documentation still outstanding for the warrant. He recommends removing zoning issues from the warrant and adding them to the Annual Town Meeting. This would reduce the crowd at a Special Town Meeting and allow the Select Board to be better prepared.

Mr. Allison moved to cancel the February 15, 2021 Special Town Meeting. Ms. Turner seconded. *Vote taken, Jason A. Allison, Aye; Jay M. Moody, Aye; Alexandra W. Turner, Aye. [3-0-0].*

It was discussed that at the next regular meeting the warrant could be re-opened and at that point the Board can determine what will be on the warrant for a March Special Town meeting.

2. Discussion and review American Rescue Plan Act (ARPA) Funds request from Interim Town Administrator regarding Board of Health request.

Mr. Nutting explained that the Town has \$2.3 million in American Rescue Plan Act (ARPA) funding. New regulations for this money have just been issued and all 437 pages are being reviewed, but in the meantime the Lancaster Board of Health is requesting up to \$10,000 for COVID testing. The Board recognized Jeff Paster from the Board of Health who explained the request. Ms. Turner supports the request but would like to see the Board of Health's plan.

Mr. Allison moved to authorize the Board of Health to use up to \$10,000 of ARPA funds for the purchase of COVID-19 test kits. Mr. Moody seconded. *Vote taken, Jason A. Allison, Aye; Jay M. Moody, Aye; Alexandra W. Turner, Aye. [3-0-0].*

3. Appearance by new Town Counsel – Miyares and Harrington LLP (Allison)

The Select Board welcomed Christopher Heep, Ivria Fried, and Alex Rubin from Miyares and Harrington, new Town Counsel.

4. Review of Interim Town Administrator priorities (Allison)

Mr. Nutting reported that he has been working on the budget, the capital plan, cleaning up some collective bargaining agreements to send out to the unions, the Hawthorne issue, and Keating, as well as items on this agenda. Mr. Allison noted that some priorities are to get the new Town Counsel up to speed on issues, to clean up the civil services issues for both the police chief and the police force, to assign an attorney to the MOU committee, and to, on a more long-term basis, work on a fiscal analysis, going out five and ten years. Ms. Turner

agrees and would like to include best practices in the fiscal analysis. Mr. Moody has given Mr. Nutting a list, including what we can and cannot do with the ARPA money.

5. Review Town Administrator Search Agency Position Statement for approval & Compensation rate (Allison)

Mr. Allison recognized John Petrin from the search agency currently under contract to recruit and hire a new Town Administrator. Mr. Petrin explained that he has sent a statement to each Board member and has received some comments back and that the open issue is salary. It was noted that the position should include MCPPO certification (Massachusetts State Procurement).

Mr. Allison moved to approve the search agency position statement as written, including feedback provided by Select Board. Mr. Moody seconded. *Vote taken, Jason A. Allison, Aye; Jay M. Moody, Aye; the Alexandra W. Turner, Aye. [3-0-0].*

Mr. Allison moved to approve compensation for the new Town Administrator as \$160,000 plus or minus. He explained his rationale and invited the Board to discuss. Mr. Moody seconded.

Mr. Allison noted that this is about 15% higher than surrounding towns; most area towns are in the \$140K range. He believes that \$160K would bring top tier talent plus the ability to cover many of the Human Resources tasks currently managed by a contractor at \$75/hour.

Vote taken, Jason A. Allison, Aye; Jay M. Moody, Aye; Alexandra W. Turner, Aye. [3-0-0].

Ms. Turner would like the educational minimum requirements to not say, "required." Mr. Petrin will take care of that.

6. Discuss Open Meeting Law Determination (Turner)

Mr. Nutting verified that the only open items on this topic are to make sure that the minutes have been completed and that members of the Select Board complete individual online Open Meeting Law training.

VIII. APPOINTMENTS AND RESIGNATIONS - NONE

Appointments

Affordable House Trust

Mr. Moody moved to appoint Trustee Frank Streeter to replace Chair Victoria Petracca as the Trust's representative to the North Lancaster Memorandum of Understanding Ad Hoc Committee. Ms. Turner seconded. *Vote taken, Jason A. Allison, Aye; Jay M. Moody, Aye; Alexandra W. Turner, Aye. [3-0-0].*

Mr. Moody moved to appoint Trustee Carolyn Read to replace Chair Victoria Petracca as the Trust's representative to the Memorial Re-use Committee. Ms. Turner seconded. *Vote taken, Jason A. Allison, Aye; Jay M. Moody, Aye; Alexandra W. Turner, Aye. [3-0-0].*

Recreation Committee

Mr. Moody moved to appoint Kimberly Shah, term to expire June 30, 2023. Ms. Turner seconded. *Vote taken, Jason A. Allison, Aye; Jay M. Moody, Aye; Alexandra W. Turner, Aye. [3-0-0].*

Zoning Board of Appeals

Dennis Hubbard, member term to expire. Mr. Allison reports that the Zoning Board of Appeals has asked the Board to table this item as they may interview another applicant.

Resignations

Recreation Committee

Mr. Moody moved to accept the resignation of Michelle Currier, member, effective immediately. Ms. Turner seconded. *Vote taken, Jason A. Allison, Aye; Jay M. Moody, Aye; Alexandra W. Turner, Aye. [3-0-0].*

IX. LICENSES AND PERMITS

Review and take action on the following 2022 Renewal License Applications:

United Ag and Turf NE, LLC – Class I License

Mr. Moody moved to approve a Class I License for United Ag and Turf NE, LLC. Ms. Turner seconded, contingent upon review by the Building Inspector. *Vote taken, Jason A. Allison, Aye; Jay M. Moody, Aye; Alexandra W. Turner, Aye. [3-0-0].*

Sandee's Restaurant - Common Victualler

Mr. Allison moved to approve a Common Victualler License for Sandee's Restaurant. Ms. Turner seconded. *Vote taken, Jason A. Allison, Aye; Jay M. Moody, Aye; Alexandra W. Turner, Aye. [3-0-0].*

X. OTHER/UNFINISHED BUSINESS

- Division of Capital Asset Management and Maintenance (DCAMM) (Turner) Finalize Warrant Article language
- Set date of our legislative update (Turner)

XI. NEW BUSINESS

**This item is included to acknowledge that there may be matters not reasonable anticipated by the Chair.*

Ms. Turner would like to sit with Mr. Nutting to review the CARES money.

XII. COMMUNICATIONS

➤ The next meeting of the Select Board will be on February 7, 2022, via ZOOM, at 6PM.

XIII. ADJOURNMENT

Mr. Moody moved to adjourn the meeting at 9:20pm. Ms. Turner seconded. *Vote taken, Jason A. Allison, Aye; Jay M. Moody, Aye; Alexandra W. Turner, Aye. [3-0-0].*

Respectfully submitted

Kathleen Rocco
Executive Assistant

Jay M. Moody, Clerk
Approved and accepted:

1/19/22

Dear Chairperson Allison and Fellow Select Board members,

This is my public comment for tonight's Smart Growth Zoning District/40R Zoning application to MA Housing. I understand that public comments or transcripts of spoken comments are included in the application to MA Housing.

There are limited reasons why MA Housing can deny a 40R Application, as I understand from reading the legislation. One of them is if it is not possible to adequately mitigate significant adverse project impacts on nearby properties by means of suitable conditions.

Because this development team has linked this 40R project to favorable commercial zoning on approximately 135+ directly abutting and contiguous acres and provided a specific concept plan that outlines a 2.4 million square foot 24-hour massive trucking distribution center, there is no possible way that this 40R project can be adequately mitigated. These 135+ acres are currently zoned residential and are right up against a long-standing and quiet Lancaster neighborhood. The site of the proposed trucking distribution center is largely in an ACEC. The project is already under MEPA and was initially denied in its first iteration in February 2020.

The development team has manipulated the intent and process of the 40R Smart Growth Zoning initiative idea in a cynical way. That is, if MA Housing approves this application and the citizens of Lancaster vote on the Commercial Overlay zoning to the affirmative, then this 40R project has directly aided this development team in realizing its 2.4 million sf trucking distribution center. The development team is then likely to use that leverage with the MEPA folks to press for maximum build-out in the ACEC, stating that it is building affordable housing for the Commonwealth. It's a win for the developer if this all happens. To many of us locals in Lancaster, it's a devastating loss.

Sincerely,

Cara Sanford, Lancaster citizen

Kathi Rocco

From: Jeff Nutting
Sent: Wednesday, January 19, 2022 7:06 PM
To: Kathi Rocco
Subject: Fwd:

Sent from my iPhone

Begin forwarded message:

From: "Jason A. Allison" <JAllison@lanasterma.net>
Date: January 19, 2022 at 6:55:52 PM EST
To: Jeff Nutting <JNutting@lanasterma.net>
Subject: Fw:

FYI

From: Stuart Hughes <stuartmhughes80@gmail.com>
Sent: Wednesday, January 19, 2022 6:55 PM
To: Kathi Rocco <KRocco@lanasterma.net>; Selectmen <selectmen@lanasterma.net>
Subject:

19 January 2022

Dear Select Board,

I would like to put my name forward to join Lancaster's Ad Hoc Audit Committee and would love to take you through my experience to show how I might add value in this important position.

- I have almost 40 years' experience of working in senior finance roles in major US companies. I am currently a 5 year VP of Finance at Gannett and was previously an MD at Moody's (11 years), Director at JP Morgan (11 years) and AVP at Bank of Boston (6 years, now part of Bank of America).
- I started my career as an auditor at PricewaterhouseCoopers and am a fully qualified Chartered Accountant (CPA equivalent) and a Chartered Tax Advisor. As a Chartered Accountant in the US who maintains CPE, I keep abreast of SEC financial reporting developments and am very aware of the SEC's recent emphasis in ESG reporting, cyber, legal risk, MD&A disclosures, COVID and critical accounting estimates.
- I have presented to Audit Committees and served on both Board and Supervisory Boards during my career. I have covered many areas of Finance at Controller level and at Finance specialist level – tax, compliance and regulatory reporting in particular.
- I am familiar with communicating with both Board and Auditors, understanding complex financial processes & accounting policies and have experience in a management role, having directed a team of c. 60 employees in the past.
- I have been a frequent short-term resident of Lancaster since 1990 and have directly lived in the town for the past 6 years. I am familiar with the geography, ecology, recent history and board activities in the town.

I believe I have the financial acumen, accounting & auditing skilsets, communication abilities and independence / ethics to effectively serve my community as a member of the Ad Hoc Audit Committee. Please let me know any further information that you require.

Kind regards,

Stuart M Hughes, FCA CTA

(781) 774-0555

stuartmartinhughes@gmail.com

The contents of this email and any attachments are the property of the Town of Lancaster Massachusetts and subject to the Public Records Law, M.G.L. c. 66, section 10. When writing or

responding, please remember that the Massachusetts Secretary of State's Office has determined that email is a public record and not confidential.

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Kathi Rocco

From: Jason A. Allison
Sent: Wednesday, January 19, 2022 5:44 PM
To: Jeff Nutting
Cc: Kathi Rocco
Subject: Fw: 40R Hearing Public Comment

For your records

From: Trish Finlay <trishy500@gmail.com>
Sent: Wednesday, January 19, 2022 1:18 PM
To: Jason A. Allison <JAllison@lancasterma.net>; jaymdy@comcast.net <jaymdy@comcast.net>; aturner@lncaster.net <aturner@lncaster.net>
Cc: Victoria Petracca <victoria.marquis@calistagroup.com>
Subject: 40R Hearing Public Comment

Hello,

My name is Trish Finlay and I live at Blue Heron Pond in Lancaster. I have lived comfortably in my beautiful condo **because** it's an affordable unit. I'm not a fan of the stigma attached to the word affordable and I had to overcome my pride. I was embarrassed at first that I found myself in need of such housing. No one knows anyone's struggles. If it weren't for this program, I'd never have the reward of homeownership again.

I am your neighbor, your tax paying citizen, a productive member of society, and while I don't pay the same as others here, I take great pride in my beautiful home. Two years here and I still feel incredibly fortunate (pinch me fortunate) to have all that I have. I have come to love Lancaster! I had to sell my last two homes due to complicated surgeries that left me in very bad shape for years. After living with my elderly mother (a humbling experience with her taking care of me!), I began healing. I searched for affordable housing-that alone is a full time job! Tenacity, many disappointments, and a lot of patience finally led me to, what I think of as, the home of my dreams. These programs are important to people in hardship. I know hardship well. Handouts are how some view affordable housing, speaking for myself, I think of it as a great way for those in need to find their way through and enjoy their surroundings. It helped me try harder to achieve my own goals.

Lancaster is one of the prettiest towns in MA, I'd love to see others who can't afford such a beautiful town be able to contribute to this community and what it is built on-without judgment.

Thank you for reading this.

Regards,

Trish

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From: Jason A. Allison
Sent: Wednesday, January 19, 2022 5:47 PM
To: Jeff Nutting
Cc: Kathi Rocco
Subject: Fw: 40R Hearing Public Comment

For your records

From: Marie Deldon <marie.deldon@yahoo.com>
Sent: Monday, January 17, 2022 3:45 PM
To: Jason A. Allison <JAllison@lanasterma.net>
Subject: Fw: 40R Hearing Public Comment

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Monday, January 17, 2022, 3:24 PM, Marie Deldon <marie.deldon@yahoo.com> wrote:

These are reasons that make sense to have a 40R District along Rte. 70.

40R is a smart growth tool from the Commonwealth to improve the 40B practices.

40R keeps Lancaster in creates a master planned community with jobs, landscaping, amenities and open space.

We feel that Lancaster needs to have revenue coming in to help pay for the schools and town infrastructure and to maintain the town.

I've seen other areas i.e. Maynard, Wayland, Sudbury and they have done good for the town.

Regards,

Marie & Anthony Deldon
140 Mary Catherine Drive Lancaster, MA

Sent from Yahoo Mail for iPad

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1/19/22

Dear Chairperson Allison and Fellow Select Board members,

This is my public comment for tonight's Smart Growth Zoning District/40R Zoning application to MA Housing. I understand that public comments or transcripts of spoken comments are included in the application to MA Housing.

There are limited reasons why MA Housing can deny a 40R Application, as I understand from reading the legislation. One of them is if it is not possible to adequately mitigate significant adverse project impacts on nearby properties by means of suitable conditions.

Because this development team has linked this 40R project to favorable commercial zoning on approximately 135+ directly abutting and contiguous acres and provided a specific concept plan that outlines a 2.4 million square foot 24-hour massive trucking distribution center, there is no possible way that this 40R project can be adequately mitigated. These 135+ acres are currently zoned residential and are right up against a long-standing and quiet Lancaster neighborhood. The site of the proposed trucking distribution center is largely in an ACEC. The project is already under MEPA and was initially denied in its first iteration in February 2020.

The development team has manipulated the intent and process of the 40R Smart Growth Zoning initiative idea in a cynical way. That is, if MA Housing approves this application and the citizens of Lancaster vote on the Commercial Overlay zoning to the affirmative, then this 40R project has directly aided this development team in realizing its 2.4 million sf trucking distribution center. The development team is then likely to use that leverage with the MEPA folks to press for maximum build-out in the ACEC, stating that it is building affordable housing for the Commonwealth. It's a win for the developer if this all happens. To many of us locals in Lancaster, it's a devastating loss.

Sincerely,

Cara Sanford, Lancaster citizen

Kathi Rocco

From: Alexandra Turner
Sent: Wednesday, January 19, 2022 9:51 PM
To: Kathi Rocco; Jeff Nutting
Subject: Fwd: Jan. 18 Public Hearing - Rezoning

Alix Sent from my iPhone

Begin forwarded message:

From: Kathy Hughes <kathymbhughes@gmail.com>
Date: January 19, 2022 at 3:42:32 PM EST
To: "Jason A. Allison" <JAllison@lancasterma.net>, Alexandra Turner <aturner@lancasterma.net>, Jay Moody <JMoody@lancasterma.net>
Cc: Russ Williston <russwillistonpublic@gmail.com>
Subject: Jan. 18 Public Hearing - Rezoning

Dear Select Board members,

I ask that my comments be included in the public hearing notes for the BOS petition on Jan. 18, 2022.

Last night I attended a public hearing for "a petition by the Lancaster Board of Selectmen for a requested Amendment to the Zoning Map pursuant to Section 220-58 of the Lancaster Zoning Bylaws. The petition seeks to change the zoning district of certain land to be include within the Enterprise District." It was surprising that no members of the Select Board' were present to stand by their petition or hear resident reaction both in favor (2 people) or against (whole lot more) the petition. It appears that the concept plan in the petition has changed very little from the developer's previous plan that was included as a citizen's article in the last Town Meeting warrant.

It was clear from public comment and questions last night that the proposed zoning change and concept plan did not provide current information and will negatively impact the local community and Lancaster as a whole in so many ways:

- The traffic study includes numbers provided by Target that are lower than the industry averages for this type of evelopment, artificially skewing the impact of traffic on the local roads.
- Nevertheless less, the Peer Reviewer stated that the roads in the area will be severely and negatively impacted.
- The Peer Reviewer commented that it is less than ideal to have only one main artery road into a mega complex of this size for both regular access and safety concerns.
- The financial impact analysis included a revenue projection NOT based on an actual tenant and inconsistent with local assessment percentages for warehouses in the area, as well as these projections assumed a tenant would not seek tax exemptions from the town, which is common practice for warehouses of this magnitude.
- The financial impact analysis also did not include updated safety service numbers, the cost of ensuring compliance, town counsel costs, DPW expenses, additional town administration resources, (this project has already absorbed a ridiculous amount of very valuable time from our dedicated volunteer board and committee members, not to mention concerned residents.

- The environmental impact on the area needs to be considered in detail before it goes before the town as there are buildings and a water treatment plant planned for development in and near the ACEC area.
- The developer indicated a 7am - 7pm facility to abutting neighbors last March and is now saying it will likely be a 24/7 facility, creating noise and light concerns for the neighborhood and constant traffic on very dark roads.
- The development is not in scope with the Town's Master Plan.

There are many more concerns especially around traffic, safety and pollution, but I encourage you to watch the video of the hearing and **listen to the residents before** you make any decisions to include this rezoning in the town warrant for either a special or regular town meeting. Please encourage this developer to massively scale down this project before they singlehandedly damage our beautiful town forever.

Kind regards,

Kathy Hughes
80 Fire Rd. 11

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Jan. 19, 2022

Dear Chairperson Allison and Fellow Select Board members,

Regarding the Smart Growth Zoning District/40R Zoning application of MA Housing

I cannot imagine how it would be possible to adequately mitigate significant adverse project impacts on nearby properties by means of suitable conditions.

One issue is the rezoning of a residential zone which protects an existing neighborhood from possible industrial property. This need has not changed and the zoning shouldn't either. A small buffer zone and a berm with some trees on top are not a satisfactory solution for shielding residents from the noise, dirt and air pollution generated by a massive warehouse and truck depot.

The many issues with a development of this size are overwhelming. It is so inappropriate for a small town like Lancaster and so close to residential areas. This immense project should not be approved. It isn't really about 40R at all, that is just an excuse. I see no way it can be carried out without devastating results for the community.

Respectfully,
Irene Roper
5 Turner Ln
Lancaster, MA 01523



LANCASTER BOARD OF SELECTMEN
Special Meeting Minutes
Of May 7, 2021

I. CALL TO ORDER

Chairman Jay M. Moody called the Regular Meeting of the Board of Selectmen to Order at 6:00 P.M. via ZOOM™. Present were Selectmen Walter F. Sendrowski, Jason A. Allison and Town Administrator Orlando Pacheco.

Join Zoom Meeting

<https://us02web.zoom.us/j/85610872166>

Meeting ID: 856 1087 2166

II. PUBLIC COMMENT PERIOD

6:00 P.M. Opportunity for public to address their concerns, make comment and offer suggestions on operations or programs, except personnel matters. *Complaints or criticism directed at staff, volunteers, or other officials shall not be permitted.*

III. APPROVAL OF MEETING MINUTES

Approve and take action Regular Meeting Minutes of March 15, 2021.

Selectman Sendrowski moved to approve the Regular Meeting Minutes of March 15, 2021. Selectman Allison Seconded. Jason A. Allison vote Aye, Jay M. Moody vote Aye and Walter F. Sendrowski vote Aye. [3-0-0]

IV. SCHEDULED APPEARANCES & PUBLIC HEARINGS - NONE

V. BOARDS, COMMITTEES AND DEPARTMENTS REPORTS - NONE

VI. TOWN ADMINISTRATOR REPORT - NONE

VII. ADMINISTRATION, BUDGET, AND POLICY

1. Executive Session M.G.L. c.30A, §21 (a)(2) – To conduct strategy sessions in preparation for contract negotiations with non union personnel specifically the Fire

Chief and may or may not reconvene in public session if the chair so declares. (Roll Call Vote)

Selectman Sendrowski made the motion to go into Executive Session M.G.L. c.30A, §21 (a)(2) – To conduct strategy sessions in preparation for contract negotiations with non union personnel specifically the Fire Chief and will reconvene in public session. Selectman Allison Seconded.

Walter F. Sendrowski vote Aye

Jason A. Allison vote Aye

Jay M. Moody vote Aye.

Board of Selectmen reconvened back into Public Session.

Selectman Sendrowski made the Motion to approve the contract between Fire Chief Mike Hanson and the Town of Lancaster for term of five (5) years. Selectman Allison Seconded. Jason A. Allison vote Aye, Jay M. Moody vote Aye and Walter F. Sendrowski vote Aye. [3-0-0].

2. Continue discussion on Citizens' Housing Planning Association (CHAPA) request on affordable property under Chapter 40B – 452 Blue Heron Drive. (Vote may be taken)

Selectman Allison moved that the Board not exercise its right of first refusal on the affordable housing unit property under Chapter 40B – 452 Blue Heron Drive, and to adopt the new revised deed rider from the Department of Housing and Community Development. Selectman Sendrowski seconded. Jason A. Allison vote Aye, Jay M. Moody vote Aye and Walter F. Sendrowski vote Aye. [3-0-0].

3. Review and take action on approving the foregoing Conservation Restriction (CR) from David Rota to the Lancaster Land Trust, Inc., on a 7.702 acre parcel of land located on Deershorn Rd.

Selectman Sendrowski moved to approve the foregoing Conservation Restriction (CR) from David Rota to the Lancaster Land Trust, Inc., on a 7.702 acre parcel of land located on Deershorn Rd. Selectman Allison seconded the motion. . Jason A. Allison vote Aye, Jay M. Moody vote Aye and Walter F. Sendrowski vote Aye. [3-0-0].

4. Discussion on Mosquito Spraying

Mr. Pacheco explained that if the Town wanted to opt out of aerial mosquito spraying, which would only be done following positive Eastern Equine Encephalitis (EEE) testing, they would need to do so within the next few weeks. The Select Board choose to take no action.

VIII. APPOINTMENTS AND RESIGNATIONS - NONE

IX. LICENSES AND PERMITS

Thayer Memorial Library request permission to use the Town Green for High Flying Frisbee Dog Show on Wednesday, June 23, 2021 from 6:00pm – 8:00pm.

Selectman Sendrowski moved to approve a permit for the Thayer Memorial Library to use the Town Green for the High Flying Frisbee Dog Show on Wednesday, June 23, 2021 from 6:00pm – 8:00pm. Seconded by Selectman Allison. Jason A. Allison vote Aye, Jay M. Moody vote Aye and Walter F. Sendrowski vote Aye. [3-0-0].

X. NEW BUSINESS *

**This item is included to acknowledge that there may be matters not reasonable anticipated by the Chair.*

XI. COMMUNICATIONS - NONE

XII. ADJOURNMENT

Seeing no further business, on Motion by Selectman Sendrowski, seconded by Selectman Allison, it was unanimously voted. The Board of Selectmen adjourned at 6:25P.M.

Respectfully submitted

Kathleen Rocco
Executive Assistant

Jason A. Allison, Clerk
Approved and accepted:



**LANCASTER BOARD OF SELECTMEN
Special Meeting Minutes
Of May 26, 2021**

I. CALL TO ORDER

Chairman Jay M. Moody called the Special Meeting of the Board of Selectmen to Order at 6:00 P.M. via ZOOM™.

Join Zoom Meeting

<https://us02web.zoom.us/j/82941616127>

Meeting ID: 829 4161 6127

Roll call was taken; Selectmen Walter F. Sendrowski, present; Jason A. Allison, present; Jay M. Moody, present.

II. PUBLIC COMMENT PERIOD

6:00 P.M. Opportunity for public to address their concerns, make comment and offer suggestions on operations or programs, except personnel matters. *Complaints or criticism directed at staff, volunteers, or other officials shall not be permitted.*

Town Administrator Orlando Pacheco read a letter received from resident Roy Mirabito wanting to know why there has been no status update from the Board of Selectmen about State projects on Route 2. Mr. Pacheco replied that he does not have any updates, and advised Mr. Mirabito to contact the Town's MRPC (Montachusett Regional Planning Commission) representative, the Chairman of the Planning Board.

Resident Mark Grasso stated that the Select Board needs to schedule the Annual Town Meeting no earlier than 7:00 pm as per bylaws, referencing MGL (Massachusetts General Laws) Chapter 180, Section 2. Selectman Sendrowski noted that last year's meeting was held at 5:00 pm.

III. APPROVAL OF MEETING MINUTES - NONE

IV. SCHEDULED APPEARANCES & PUBLIC HEARINGS - NONE

V. BOARDS, COMMITTEES AND DEPARTMENTS REPORTS - NONE

VI. TOWN ADMINISTRATOR REPORT - NONE

VII. ADMINISTRATION, BUDGET, AND POLICY

1. **Review and take action on the Annual Town Meeting Warrant for Fiscal Year 2022, to be held on Monday, May 3, 2021 at 5:30pm at the Bolton Fairgrounds.**

It was confirmed that Town Counsel has reviewed all articles, and that some typographical changes and citations of Chapter will happen on the Town Meeting floor.

Mr. Sendrowski moved to approve the Annual Town Meeting Warrant for Fiscal Year 2022, to be held on Monday, May 3, 2021 at 5:30pm at the Bolton Fairgrounds. Mr. Allison seconded. *Vote taken, Walter Sendrowski, Aye; Jason Allison, Aye; Jay Moody, Aye. [3-0-0]*

2. **Review and take action on the Warrant for the Annual Town Election to be held on Monday, May 10, 2021 to be held at the Town Hall Auditorium from 7:00am to 8:00pm.**

Mr. Sendrowski moved to approve the Warrant for the Annual Town Election to be held on Monday, May 10, 2021 to be held at the Town Hall Auditorium from 7:00am to 8:00pm. Mr. Allison seconded. *Vote taken, Walter Sendrowski, Aye; Jason Allison, Aye; Jay Moody, Aye. [3-0-0]*

3. **Continue Review and Discussion on the Criminal Offender Record Information (CORI) policy.**

In order to comply with requirements from the Massachusetts Executive Office of Public Safety, Mr. Allison moved to approve the Criminal Offender Record Information (CORI) policy as presented. Mr. Sendrowski seconded. *Vote taken, Walter Sendrowski, Aye; Jason Allison, Aye; Jay Moody, Aye. [3-0-0]*

VIII. APPOINTMENTS AND RESIGNATIONS - NONE

IX. LICENSES AND PERMITS - NONE

X. NEW BUSINESS *

**This item is included to acknowledge that there may be matters not reasonable anticipated by the Chair.*

XI. COMMUNICATIONS

XII. ADJOURNMENT

Seeing no further business, on Motion by Selectman Sendrowski, seconded by Selectman Allison, it was unanimously voted. The Board of Selectmen adjourned at 6:55 P.M.

Respectfully submitted

Kathleen Rocco
Executive Assistant

Jason A. Allison, Clerk
Approved and accepted:



LANCASTER BOARD OF SELECTMEN
Special Meeting Minutes
of June 4, 2021

I. CALL TO ORDER

Chairman Jason A. Allison called the Special Meeting of the Board of Selectmen to Order at 6:00 P.M. via ZOOM™.

Roll call taken, Jason A. Allison, present; Jay M. Moody, present; Alexandra W. Turner, present.

Michelle Vasquez, Chairman of the Finance Committee, called the Finance Committee to order. Roll call taken, Michele Vasquez, Susan Smiley, Dick Trussell, Emily Kerrigan. The Planning Board did not have a posted meeting and therefore did not take roll call. Present were Russ Williston, Roy Mirabito, Carol Jackson, Peter Christoph, and Tom Christopher. John Farnsworth of the Board of Health called their meeting to order. Roll call taken, John Farnsworth, Kathy Holden.

Also present and introduced were: Brian Maser and Mark Rich, KP Law, of Counsel; Victoria Petracca, Lancaster Affordable Housing Trust; Greg Jackson, 40 Farnsworth Way, speaking to the Scenic Roads Bylaw article.

Join Zoom Meeting

<https://us02web.zoom.us/j/83709581310>

Meeting ID: 837 0958 1310

II. PUBLIC COMMENT PERIOD

6:00 P.M. Opportunity for public to address their concerns, make comment and offer suggestions on operations or programs, except personnel matters. *Complaints or criticism directed at staff, volunteers, or other officials shall not be permitted.*

III. APPROVAL OF MEETING MINUTES - NONE

IV. SCHEDULED APPEARANCES & PUBLIC HEARINGS - NONE

V. BOARDS, COMMITTEES AND DEPARTMENTS REPORTS - NONE

VI. TOWN ADMINISTRATOR REPORT - NONE

VII. ADMINISTRATION, BUDGET, AND POLICY

1. **Joint Meeting with Boards and Commissions and Town Counsel to review the Special Town Meeting Warrant and Annual Town Meeting Warrant to be held on June 21, 2021 beginning at 7:00pm at the Bolton Fairgrounds, 318 Seven Bridge Road (Route 117).**

Discussion was held on each individual article. There was some wording that Town Counsel suggested might be changed, particularly in the article relating to the CPA (Community Preservation Act) Committee. Counsel further suggested that although the Special Town Meeting Warrant needed to be approved tonight and posted tomorrow to meet the 14 day posting requirements, the Annual Town Meeting Warrant could still be amended and approved later since the posting requirement was seven days.

Ms. Turner moved to approve the Special Town Meeting Warrant for the meeting to be held on June 21, 2021, beginning at 7:00pm at the Bolton Fairgrounds, 318 Seven Bridge Road (Route 117). Mr. Moody seconded. *Vote taken, Jason A. Allison, Aye; Jay M. Moody, Aye; Alexandra W. Turner, Aye. [3-0-0].*

VIII. APPOINTMENTS AND RESIGNATIONS - NONE

IX. LICENSES AND PERMITS - NONE

X. NEW BUSINESS *

**This item is included to acknowledge that there may be matters not reasonable anticipated by the Chair.*

XI. COMMUNICATIONS

- Board of Selectmen Regular meeting, Monday, June 7, 2021, 6:00pm

XII. ADJOURNMENT

Mr. Moody moved to adjourn the meeting at 7:58pm. Ms. Turner seconded the motion. *Vote taken, Jason A. Allison, Aye; Jay M. Moody, Aye; Alexandra W. Turner, Aye. [3-0-0].*

Respectfully submitted

Kathleen Rocco
Executive Assistant

Jason A. Allison, Clerk
Approved and accepted:



**LANCASTER BOARD OF SELECTMEN
Special Meeting Minutes
of June 11, 2021**

I. CALL TO ORDER

Chairman Jason A. Allison called the Special Meeting of the Board of Selectmen to Order at 3:02 P.M. via ZOOM™.

Roll call taken, Jason A. Allison, present; Jay M. Moody, present; Alexandra W. Turner, present.

Join Zoom Meeting

<https://us02web.zoom.us/j/82905485313>

Meeting ID: 829 0548 5313

II. PUBLIC COMMENT PERIOD

6:00 P.M. Opportunity for public to address their concerns, make comment and offer suggestions on operations or programs, except personnel matters. *Complaints or criticism directed at staff, volunteers, or other officials shall not be permitted.*

Chairman Allison recognized resident Mark Grasso. Mr. Grasso asked that the Select Board add an agenda item to an upcoming meeting regarding Planning Director Search Committee. Mr. Allison asked Town Administrator Orlando Pacheco to have this done.

Mr. Allison recognized resident Victoria Petracca. Ms. Petracca's question was whether or not the Select Board endorses articles. In particular, she asked if the Select Board would be willing to endorse the upcoming Annual Town Meeting article about Inclusionary Zoning.

Mr. Allison recognized resident Greg Jackson who expressed concern about the low COVID-19 vaccination rate in Lancaster and asked the Selectmen to review the policy for remote meetings. He would like the Board to be especially cautious, especially for the next 60-90 days.

III. APPROVAL OF MEETING MINUTES - NONE

IV. SCHEDULED APPEARANCES & PUBLIC HEARINGS - NONE

V. BOARDS, COMMITTEES AND DEPARTMENTS REPORTS - NONE

VI. TOWN ADMINISTRATOR REPORT - NONE

VII. ADMINISTRATION, BUDGET, AND POLICY

1. Review and approve the final layout for Route 70 and Route 117 Intersection.

Mr. Pacheco explained that there have been changes to the drainage plans made at the request of residents and the Conservation Commission. Ms. Turner has spoken with Counsel today and is concerned that people do not have information; Mr. Pacheco rebutted with history of the project. Mr. Allison does not believe he has been given enough information to vote on this project.

Mr. Allison moved “that this Board lay out as public the ways or a portion of the ways known as Buttonwood Drive, Otis Street, and North Main Street in the location shown on the Plan entitled ‘North Main Street, Route 70/117, 2021 Town Layout Plan’ prepared by GCG Associates, Inc., dated June 8, 2021, and further, that the Board file a copy of this vote and the aforementioned plan with the Town Clerk no later than June 14, 2021, for the purpose of obtaining the acceptance of such layouts from the June 21st 2021 Lancaster Annual Town Meeting.” Mr. Moody seconded the motion. *Vote taken, Jason A. Allison, Aye; Jay M. Moody, Aye; Alexandra W. Turner, Aye. [3-0-0].*

2. Review and Approve the 2021 Annual Town Meeting Warrant for the Fiscal Year 2022 to be held at the Bolton Fairgrounds, 318 Seven Bridge Road, on Monday, June 21, 2021 at 7:15PM.

Mr. Allison recognized Victoria Petracca, who asked if the Select Board endorses articles at the Annual Town Meeting (ATM); lengthy discussion was held as to the merits of this. Mr. Moody moved for the Select Board to endorse Article 9, the Inclusionary Zoning Article, at the Annual Town Meeting. Ms. Turner seconded. *Vote taken, Jason A. Allison, Aye; Jay M. Moody, Aye; Alexandra W. Turner, Aye. [3-0-0].*

Mr. Allison recognized Greg Jackson who had questions about why the plan for the Route 70/117 intersection had to be approved prior to Annual Town Meeting.

Ms. Turner moved to approve the 2021 Annual Town Meeting warrant for the Fiscal Year 2022 to be held at the Bolton Fairgrounds, 318 Seven Bridge Road, on Monday, June 21, 2021, at 7:15PM. Mr. Moody seconded. *Vote taken, Jason A. Allison, Aye; Jay M. Moody, Aye; Alexandra W. Turner, Aye. [3-0-0].*

VIII. APPOINTMENTS AND RESIGNATIONS

Appointments:

Interim Police Chief – Everett L. Moody

Ms. Turner would like more information about the details of this position, so moves to table discussion of this position to an upcoming meeting. Mr. Moody seconded the motion. *Vote taken, Jason A. Allison, Aye; Jay M. Moody, Aye; Alexandra W. Turner, Aye. [3-0-0].*

Interim Assessor – Bobbi Jo Williams

Ms. Turner would like more information about the details of this position, so moves to table discussion of this position to an upcoming meeting. Mr. Moody seconded the motion. *Vote taken, Jason A. Allison, Aye; Jay M. Moody, Aye; Alexandra W. Turner, Aye. [3-0-0].*

IX. LICENSES AND PERMITS

X. NEW BUSINESS *

**This item is included to acknowledge that there may be matters not reasonable anticipated by the Chair.*

XI. COMMUNICATIONS

XII. ADJOURNMENT

Mr. Moody moved to adjourn the meeting at 4:23pm. Ms. Turner seconded the motion. *Vote taken, Jason A. Allison, Aye; Jay M. Moody, Aye; Alexandra W. Turner, Aye. [3-0-0].*

Respectfully submitted

Kathleen Rocco
Executive Assistant

Jay M. Moody, Clerk
Approved and accepted:

SCHEDULED APPEARANCES & PUBLIC HEARINGS

**TOWN OF LANCASTER
NOTICE OF PUBLIC HEARING
APPLICATION FOR SPECIAL PERMIT
TO REMOVE EARTH PRODUCTS**

Notice is hereby given that a Continuance of Public Hearing will be held on Tuesday, February 15, 2022, at 6:10 P.M. via ZOOM, <https://us02web.zoom.us/j/86214323696> Meeting ID: 862 1432 3696 to consider the application of P. J. Keating Company, 998 Reservoir Road, Lunenburg, MA, for renewal of a Special Permit To Remove Earth Products (overburden, rock, gravel, loam) from a parcel of land located south of the Lunenburg town line, west of Lunenburg Road, north of a N. E. Power Co. right-of-way and east of the Leominster city line, containing by survey 73.3 acres in Lancaster, further identified on the Lancaster Assessors' Maps as Map 1, Parcels 1 through 4 and Map 4, Parcels 1 through 6, and further delineated on Plan No. 18-D-3, sheets 1 to 4, dated January 19, 2005 and Plan No. 18-D-4, sheets 1 to 3, revised September 19, 2005, by S. J. Mullaney Engineering, Inc., 305 Whitney Street, Leominster, MA. A copy of the Application and Engineering Plans may be viewed in the Select Board's Office, Prescott Building, 701 Main Street, Lancaster, MA between the hours of 9:00 a.m. and 4:00 p.m. Monday through Thursday. All persons interested in providing comment should attend and be heard.

LANCASTER SELECT BOARD
Jason A. Allison, Chairman
Jay M. Moody, Clerk
Alexandra W. Turner, Member

Kathi Rocco

From: Kayla M. Larson <KMLarson@tigheBond.com>
Sent: Wednesday, February 2, 2022 2:59 PM
To: Vigneau, Douglas (PJ Keating); Kathi Rocco; Jeff Nutting
Cc: Jeffery J. Thelen; Antonio J. da Cruz; Mike Wright; Le Comte, David (PJ Keating); mlassila@sjmullaney.com; cdelaney@pjkeating.com; Robinson, Robert (PJ Keating); Michael (Mike) Wright
Subject: PJ Keating - Lancaster Special Permit Application

Good Afternoon,

The next Select Board meeting is Monday, February 7th at 6pm, a link to the Zoom can be found in the agenda: https://www.ci.lancaster.ma.us/sites/g/files/vyhlf4586/f/agendas/pj_keating_public_hearing_legal_ad_2.7.22_continuance.pdf

Kathi – it appears that Keating will be prepared for the meeting, no need to continue for another month.

A summary of items:

1. Per Condition No. 28,
 - a. Updated active rock quarry condition plans – **Complete, drawing provided based on flyovers.** Thank you Doug and Mika.
 - b. And two-year removal volume projections. – **Complete, two year colored plan complete with tonnage.** Thank you Doug and Mika.
2. Per Condition No. 16, of the Special Permit, provided documentation to verify that a financial assurance mechanism is in place for the amount of \$220,000.
 - a. **Complete, proof of bond provided.** Thank you Doug.
3. Permit Condition No. 12 requires a minimum of two flow meters to record pumped stormwater flow from the quarry drainage sump hole. Currently only one Greyline totalizer is in use and read quarterly. A second meter should be installed to ensure consistency of reported pumped stormwater flow.
 - a. **PJ Keating has received pricing for meter are working on determining earliest availability.** Thank you Cody.
4. Monitoring well pressure transducers
 - a. Permit stipulations are for monthly readings, and are being met with manual monthly readings. Continuous reading helps to provide additional data and response.
 - b. *Notes from 1/18/22 meeting: Having trouble with equipment becoming obsolete very quickly, but NAR will look into available equipment. Could get quotes for a few weeks, then selecting, Jeff Thelen to review, (so that's a month out), then order probes & install, might take until March 15th or so.*
 - c. **Mike: do you have an update on monitoring well equipment?**
 - d. **Keating/NAR: Please be prepared to speak to current methods & permit compliance.**
5. *Notes from 1/18/22: Group discussed possibility of adjusting the annual groundwater monitoring report schedule be altered to better meet the schedule of the January Earth Removal Permit renewals every other year. From final reading, takes a month to submit report. Group decided calendar year still provides the most clarity for reporting. No change to date.*

Residential concerns raised at the most recent January 2022 Select Board meeting:

1. Effects of stormwater pumping on groundwater levels and private drinking water wells monitoring groundwater since 2005.
 - a. **Keating/NAR: Please be prepared to explain what the monitoring well data has shown historically to date.**

- b. If needed, Jeff Thelen, Tighe & Bond, can provide insight on initial monitoring well location selection.
- 2. Noise pollution & Air Quality in surrounding neighborhoods
 - a. Keating: Please provide Jeff Nutting the contact information for resident concerns.
 - b. Keating: Please be prepared to explain Keating's system for receiving, responding, and addressing concerns. In the 1/18 meeting, you gave an example regarding rerouting of trucks due to odor concern.

Thank you all,

Kayla

Kayla M. Larson, PE *(she/her/hers)*

Project Manager

Tighe&Bond

o. 508.471.9610 | m. 978.833.0758

120 Front Street, Suite 700, Worcester, MA 01608

w: tighebond.com | halvorsondesign.com



Kathi Rocco

From: mlassila@sjmullaney.com
Sent: Monday, December 13, 2021 9:39 AM
To: Orlando Pacheco; Kathi Rocco
Cc: 'Vigneau, Douglas (PJ Keating)'; 'Robinson, Robert (PJ Keating)'; 'Michael Wright'; 'Andy Baum'
Subject: EPR Renewal - P.J. Keating Company
Attachments: 18-PJK-120921-EPR renewal.pdf; Draft PJ Keating Permit 012522.doc

Good morning Orlando and Kathi,

Attached please find an ERP renewal for P.J. Keating Company. The renewal in PDF format includes the following copies; our request letter to the Board of Selectmen, signed application form, and draft permit language per the previous permit. The draft permit has also been provided in Word format for editing purposes. This application is being filed electronically via email and at the applicants request, the Town clerk is to certify the receipt electronically. A separate email will contain the plans noted in the renewal application. Hard copies of any documents can be supplied as needed. In a separate mailing the applicant has sent a copy of our 12/09/21 letter along with the \$500 filing fee check to the Town of Lancaster Board of Selectmen.

Michael Wright from North American Reserve will prepare the annual groundwater report and submit to the Town when completed.

Please notify us of any questions, concerns or if additional information is required.

Thank you,
Mika

MIKAEL A. LASSILA, P.E.
CIVIL ENGINEER

S. J. MULLANEY ENGINEERING, INC.
CIVIL SITE DESIGN & PERMITTING

305 WHITNEY ST., SUITE G3
P.O. BOX 752
LEOMINSTER, MA 01453-0752
T: 978 534-3131 x11
F: 978 534-3197
e: mlassila@sjmullaney.com
www.sjmullaney.com

S. J. MULLANEY ENGINEERING, INC.
CIVIL SITE DESIGN & PERMITTING

December 9, 2021

Lancaster Board of Selectmen
c/o Orlando Pacheco, Town Administrator
695 Main Street, Suite 1
Lancaster, MA 01523-2294

RECEIVED

via email

DEC 13 2021

Board of Selectmen

Re: Request for Renewal – Special Permit to Remove Earth Products
P. J. Keating Company – Lunenburg Road

Dear Members of the Board of Selectmen:

Our client, applicant P. J. Keating Company, hereby respectfully requests that the Board renew the Special Permit for the above-referenced, ongoing, multi-year rock quarry permit for an additional two-year period from January 25, 2022 to January 25, 2024.

As you are aware, your consultant engineer, Tighe & Bond, Inc., inspects the quarry on a regular basis. It is our understanding that Tighe & Bond has found the operation to be substantially in compliance with its permit. No changes are proposed to the applicant's earth product removal site plans. North American Reserve is in process of preparing their yearly groundwater report and will circulate to the Board when complete, as required on previous permits.

Lancaster Zoning Bylaw Article IX, §220-32 D. states that a permit may be renewed without a public hearing by majority vote of the Board of Selectmen. We respectfully request that the Board employ this provision to renew the permit. The applicant is agreeable to the continuation of the same permit conditions currently in effect should the Board decide to renew the permit in such a manner. To that end, we enclose herewith for your consideration a marked-up version of the most-recent permit, with recommended corrections, insertions, and deletions.

As the Board customarily requires, enclosed herewith please find an updated Application and a check in the amount of \$500 for the Permit Application Fee.

Thank you for your attention to this matter. Please contact us if applicant representation is required at a Board meeting.

Very truly yours,
S. J. MULLANEY ENGINEERING, INC.



Mikael A Lassila, P.E.

Cc: client



TOWN OF LANCASTER
BOARD OF SELECTMEN
Town Hall, 695 Main Street, Suite 1
Lancaster, MA 01523-
Tel: 978-365-3326 Fax: 978-368-8486

Town Clerk's Office
Date & Time Received

RECEIVED

DEC 13 2021

Board of Selectmen

APPLICATION FOR SPECIAL PERMIT REMOVAL OF EARTH PRODUCTS

1. Applicant's Name: P. J. Keating Company
2. Applicant's Address: 998 Reservoir Road, Lunenburg, MA 01462-1646
3. Name of Business or Concern (If operating other than individual): P. J. Keating Company
4. Business Address (If different than address listed under Question 2): Same
5. Location of Property (Street Address): Lunenburg Road
6. Assessors' Atlas: Map/Sheet No. Map 1 - Parcels 1 through 4 and Map 4 - Parcels 1 through 6
Parcel No. Lot No.
7. Location approximately 0 feet ☐ N ☒ S ☐ E ☐ W from the intersection with Lunenburg town line
Worcester Southern District
8. Evidence of Property Ownership (Attach Deed, Lease, other): Registry of Deeds Book/Pages:
6637/201, 6897/161, 8174/117, 8174/119, 8174/121 and 9758/365
9. Name and Address of Engineer or Firm Responsible for plans, specifications, compliance, etc?
S. J. Mullaney Engineering, Inc., Attn: Mikael A. Lassila, P.E.
305 Whitney St., Suite G3, P.O. Box 752, Leominster, MA 01453-0752
10. Engineering plans and specifications prepared (date): Plan 18-D-3, sheets 1 to 4, revised January 22, 2010
Plan 18-D-4, sheets 1 to 3, revised June 29, 2006
SCOPE OF WORK
56.9 million c.y. (of which 41.7 million c.y. are in Lancaster and 15.2 million c.y. are in Lunenburg)
11. Cubic yards to be excavated/removed from site: Area: Acres
103.3-ac. (of which 73.3-ac. are in Lancaster and 30.0-ac. are in Lunenburg)
12. Type of earth product(s): Peat Loam ☒ Gravel ☒ Rock ☒ Other ☒
13. Proposed date of completion of excavation: between 2034 & 2062 Of Removal between 2034 & 2062
24 months, from
14. Duration of Request (Minimum of 6 months; maximum of 24 months): January 25, 2022 to January 25, 2024
15. Reason for Request: Removal of raw materials that are integral to adjacent manufacturing operations in Lunenburg.
16. Estimated cost for erosion control, grading, seeding, or reclamation: \$ 10,000/acre (town standard) x 22-
ac. adjacent to shoreline of end-use
quarry pond = \$220,000

17. Bond Required: \$ 220,000 (condition 16 in most recent Special Permit)

(To be determined by the Town)

18. Have you been issued a Special Permit for earth products removal before? Yes ☒ No ☐

If yes, when was it last issued? January 25, 2020 For what period? 24 months *

* Permit approved by Board of Selectmen 4/5/2021.

THE FOLLOWING MUST BE SUBMITTED AS PART OF THIS APPLICATION:

1. Three (3) copies of a registered, engineered plot plan of the area showing existing grades and proposed finished grades and the distances from the excavation to the side and rear property lines.
2. Three (3) copies of the registered, engineered plot plan reduced to 11" x 17" on white paper.
3. Three (3) sets of engineering specifications.
4. Evidence of Property Ownership as required under Question 8.
5. **Check for Permit Application Fee** (\$250 for one (1) year; \$500 for two (2) years).
6. **Check for \$1,000 for Professional Engineering Review Fees.** The Applicant shall be required to forward to the Town any engineering costs exceeding the \$1,000 review fee estimate.

The applicant certifies that it has filed all state tax returns and paid all state and local taxes required by law and agrees to comply with the terms of its permit and applicable law, and all rules and regulations promulgated thereto. I further certify that the information contained in this application is true and accurate and also authorize the Permitting Authority or its agents to conduct whatever investigation is necessary to verify the information contained in this application.

Signed under the pains and penalties of perjury.

DATE SIGNED

INDIVIDUAL, PARTNER OR AUTHORIZED CORPORATE
OFFICER OR APPLICANT

P. J. Keating Company

by Robert Robinson, Vice President, Aggregate Operations

NOTE: The filing of this application does not permit the Applicant to remove earth products. Removal of earth products may not commence until the Board of Selectmen issues a special permit.

Additional Procedural Requirements

(Not Warranted as Complete)

- ☐ Applications for a Special Permit for removal of earth products must be on forms obtained from the Board of Selectmen.
- ☐ Earth Products Removal Special Permit Applications must be filed with the Town Clerk and a copy of the application, including the date and time of filing certified by the Town Clerk, shall be filed forthwith by the Applicant with the Board of Selectmen.
- ☐ The Board of Selectmen shall hold a public hearing within 65 days from the date of filing of such application.
- ☐ Notice of the public hearing shall be given by publication in a newspaper of general circulation in the town once in each of two successive weeks, the first publication to be not less than 14 days before the day of the hearing and by posting such notice in a conspicuous place in the Town Hall for a period of not less than 14 days before the day of such hearing.
- ☐ Notice shall be sent by Certified Mail, Return Receipt Requested, to "Parties in interest", meaning the petitioner, abutters, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town, the planning board of the city or town, and the planning board of every abutting city or town.
- ☐ The cost to notify abutters and publishing legal notices in local newspapers shall be paid by the Applicant. The Applicant shall be notified of the total amount due the Town.
- ☐ The assessors shall certify to the Board of Selectmen the names and addresses of parties in interest and such certification shall be conclusive for all purposes. The Board of Selectmen may accept a waiver of notice from, or an affidavit of actual notice to any party in interest or, in his stead, any successor owner of record who may not have received a notice by mail, and may order special notice to any such person, giving not less than five nor more than ten additional days to reply.
- ☐ Publications and notices shall contain the name of the petitioner, a description of the area or premises, street address, if any, or other adequate identification of the location, of the area or premises which is the subject of the petition, the date, time and place of the public hearing, the subject matter of the hearing, and the nature of action or relief requested if any. No such hearing shall be held on any day on which a state or municipal election, caucus or primary is held in such city or town.
- ☐ The required time limits for a public hearing and action by the Board of Selectmen may be extended by written agreement between the Applicant and the Board of Selectmen. A copy of such agreement shall be filed with the Town Clerk.
- ☐ The decision of the Board of Selectmen shall be made within 90 days following the date the public hearing is closed.
- ☐ A special permit for earth products removal shall require a unanimous vote of the board (3/3).
- ☐ Any restrictions or conditions imposed by the Board of Selectmen shall be attached to the letter of permit and copies of said permit and attached restrictions shall be sent to:
 - Planning Board
 - Board of Appeals
 - Board of Public Works
 - Board of Health
 - Building Commissioner/Zoning Enforcement Officer
 - Chief of Police
 - Conservation Commission
 - Town Clerk
- ☐ Other requirements relating to the issuance of special permits are prescribed under the provisions of prevailing Massachusetts General Laws and any acts and resolves adopted thereto, the Bylaws of the Town of Lancaster, and all other rules and regulations promulgated thereto.

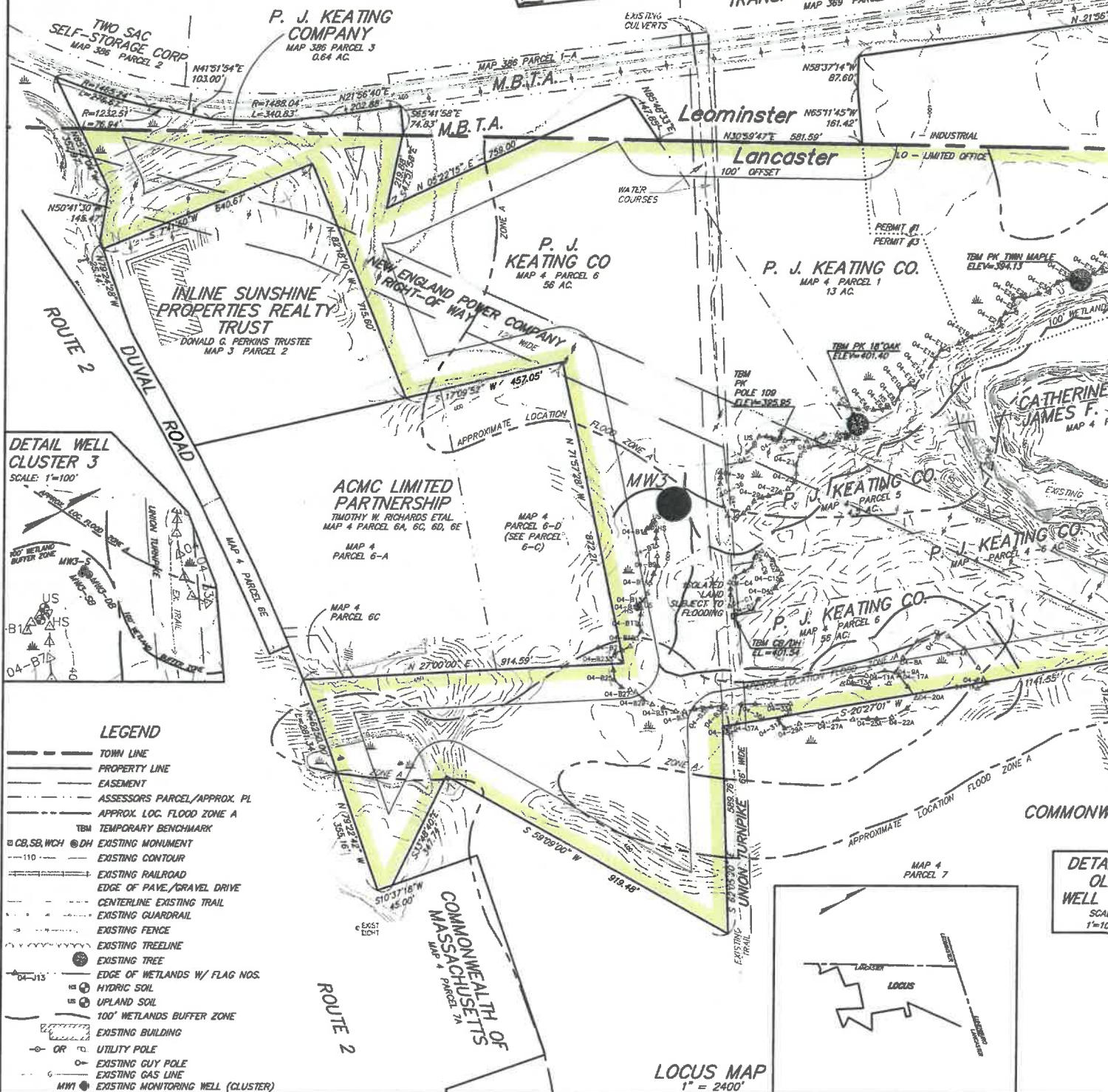
MONITORING WELL	TOP CASING	TOP PVC	GROUND ELEVATION
MW1-S	411.60	411.43	409.85
MW1-SB	410.92	410.69	408.05
MW1-DB	410.15		408.46
MW2-S	398.90	398.74	398.30
MW2-SB	399.00	398.80	398.35
MW2-DB	397.76		395.82
MW3-S	399.92	399.74	397.07
MW3-SB	399.78	399.60	396.98
MW3-DB	398.52		397.02
MW4-S	387.74	387.53	385.59
MW4-SB	488.01	387.81	385.76
MW4-DB	387.96		385.71
MW4-SO	430.93	430.82	428.21

DETAIL WELL
CLUSTER 2
SCALE: 1"=100'

DERBY REALTY TRUST
MAP 386 PARCEL 4

HARRISON TAYLOR
& CO LLC
MAP 369 PARCEL 1

MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY
MAP 369 PARCEL 1-A



LEGEND

- TOWN LINE
- PROPERTY LINE
- EASEMENT
- ASSESSORS PARCEL/APPROX. PL
- APPROX. LOC. FLOOD ZONE A
- TBM TEMPORARY BENCHMARK
- CB, SB, WCH, DH EXISTING MONUMENT
- 110 EXISTING CONTOUR
- EXISTING RAILROAD
- EDGE OF PAVE/GRAVEL DRIVE
- CENTERLINE EXISTING TRAIL
- EXISTING GUARDRAIL
- EXISTING FENCE
- EXISTING TREELINE
- EXISTING TREE
- EDGE OF WETLANDS W/ FLAG NOS.
- HYDRIC SOIL
- UPLAND SOIL
- 100' WETLANDS BUFFER ZONE
- EXISTING BUILDING
- UTILITY POLE
- OR EXISTING GUY POLE
- EXISTING GAS LINE
- MW1 EXISTING MONITORING WELL (CLUSTER)

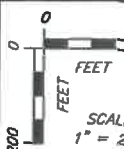
LOCUS MAP
1" = 2400'

DETAIL
WELL
SCALE
1"=100'

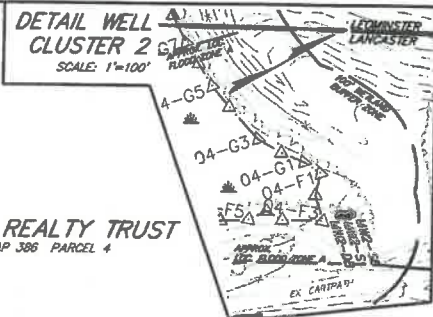
AS-BUILT WELLS	2	MLB	06/29/2006	Stephen J. Mullane
NO REVISIONS THIS SHEET	1	SJM	12/16/2005	
ORIGINAL ISSUE	---	---	01/19/2005	
REVISION	NO.	BY	DATE	ENGINEER



EARTH PRODUCTS REMOVAL SITE PLAN OF LAND IN
LANCASTER, MASSACHUSETTS
LOCATED
OFF LUNENBURG ROAD



MONITORING WELL	TOP CASING	TOP PVC	GROUND ELEVATION
MW1-S	411.60	411.43	409.85
MW1-SB	410.92	410.69	408.05
MW1-DB	410.15		408.46
MW2-S	398.90	398.74	396.30
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MW3-S	399.92	399.74	397.07
MW3-SB	399.78	399.60	396.98
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MW4-S	387.74	387.53	385.59
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MW4-DB	387.96		385.71
MW4-SO	430.93	430.82	428.21



DERBY REALTY TRUST
MAP 386 PARCEL 4

HARRISON TAYLOR & CO LLC
MAP 369 PARCEL 1

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
MAP 369 PARCEL 1-A

P. J. KEATING COMPANY
MAP 386 PARCEL 3
0.64 AC.

INLINE SUNSHINE PROPERTIES REALTY TRUST
DONALD G. PERKINS TRUSTEE
MAP 3 PARCEL 2

ACMC LIMITED PARTNERSHIP
TIMOTHY W. RICHARDS ETAL
MAP 4 PARCEL 6A, 6C, 6D, 6E

COMMONWEALTH OF MASSACHUSETTS
MAP 4 PARCEL 7A

DETAIL WELL CLUSTER 3
SCALE: 1"=100'

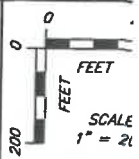
LEGEND

- TOWN LINE
- PROPERTY LINE
- EASEMENT
- ASSESSORS PARCEL/APPROX. PL.
- APPROX. LOC. FLOOD ZONE A
- TBM TEMPORARY BENCHMARK
- CB, SB, WCH, DH EXISTING MONUMENT
- 110 EXISTING CONTOUR
- 110 PROPOSED CONTOUR
- EXISTING RAILROAD
- EDGE OF PAVE/GRAVEL DRIVE
- CENTERLINE EXISTING TRAIL
- EXISTING GUARDRAIL
- EXISTING FENCE
- EXISTING TREELINE
- EXISTING TREE
- EDGE OF WETLANDS W/ FLAG NOS.
- HYDRIC SOIL
- UPLAND SOIL
- 100' WETLANDS BUFFER ZONE
- EXISTING BUILDING
- OR EXISTING UTILITY POLE
- EXISTING GUY POLE
- EXISTING GAS LINE
- MW EXISTING MONITORING WELL (CLUSTER)

AS-BUILT WELLS	2	MLB	06/29/2006	Stephen J. McIlroy
WELL CLUSTERS	1	SJM	12/16/2005	
ORIGINAL ISSUE	---	---	01/19/2005	
REVISION	NO.	BY	DATE	ENGINEER



EARTH PRODUCTS REMOVAL SITE PLAN OF LAND IN
LANCASTER, MASSACHUSETTS
LOCATED
OFF LUNENBURG ROAD



MONITORING WELL	TOP CASING	TOP PVC	GROUND ELEVATION
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DETAIL WELL CLUSTER 2

SCALE: 1"=100'



DERBY REALTY TRUST
MAP 386 PARCEL 4

HARRISON TAYLOR & CO LLC
MAP 389 PARCEL 1

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
MAP 389 PARCEL 1-A

P. J. KEATING COMPANY
MAP 386 PARCEL 3
0.64 AC.

INLINE SUNSHINE PROPERTIES REALTY TRUST
DONALD G. PERKINS TRUSTEE
MAP 3 PARCEL 2

ACMC LIMITED PARTNERSHIP
TIMOTHY W. RICHARDS ETAL
MAP 4 PARCEL 6A, 6C, 6D, 6E
MAP 4 PARCEL 6-A

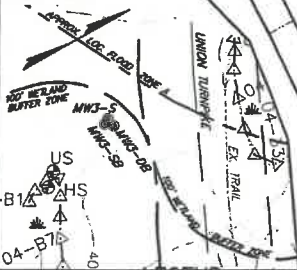
PROPOSED RELOCATED NEW ENGLAND POWER COMPANY RIGHT-OF-WAY
125' WIDE

COMMONWEALTH OF MASSACHUSETTS

DETAIL WELL CLUSTER 3
SCALE: 1"=100'

DETAIL WELL CLUSTER 3

SCALE: 1"=100'



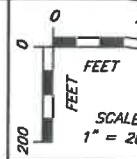
LEGEND

- TOWN LINE
- PROPERTY LINE
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- EXISTING GUARDRAIL
- EXISTING FENCE
- EXISTING TREELINE
- EXISTING TREE
- EDGE OF WETLANDS W/ FLAG NOS.
- 100' WETLANDS BUFFER ZONE
- EXISTING BUILDING
- EXISTING UTILITY POLE
- PROPOSED UTILITY POLE
- EXISTING GUY POLE
- EXISTING GAS LINE
- MW1 EXISTING MONITORING WELL (CLUSTER)

EARTH PRODUCTS REMOVAL SITE PLAN OF LAND IN LANCASTER, MASSACHUSETTS
LOCATED
OFF LUNENBURG ROAD



AS-BUILT WELLS	2	MLB 06/29/2006	Stephen J. Mullany
WELL CLUSTERS	1	S.M. 12/16/2005	
ORIGINAL ISSUE	---	01/19/2005	
REVISION	NO.	BY	DATE
			ENGINEER



NOTES

1.0. EXISTING SITE CONDITIONS NOTES:

1.01. OWNERS:

ASSESSORS BLOCK 1 - LOTS 1, 2, 3 & 4: MARBLE REAL ESTATE TRUST, C/O P. J. KEATING CO., P.O. BOX 367, FITCHBURG, MA 01420, RECORDED IN WORCESTER REGISTRY OF DEEDS BOOK 6897 - PAGE 161.

BLOCK 4 - LOTS 1, 4, 5 & 6: P. J. KEATING CO., P.O. BOX 367, FITCHBURG, MA 01420, RECORDED IN BOOK 8174 - PAGE 121, BOOK 8174 - PAGE 117, BOOK 8174 - PAGE 119 & BOOK 9768 - PAGE 365, RESPECTIVELY.

BLOCK 4 - LOTS 2 & 3: CATHERINE KEATING & JAMES F. COBURN, JR., P. O. BOX 367, FITCHBURG, MA 01420, RECORDED IN BOOK 6837 - PAGE 201.

1.02. APPLICANT: P. J. KEATING COMPANY, C/O MR. JAMES REGER, PRESIDENT, P.O. BOX 367, FITCHBURG, MA 01420-0004, TELEPHONE 978 582-5200, FAX 978 582-8940, EMAIL JREGER@PKEATING.COM

1.03. ZONING DISTRICTS: R - RESIDENTIAL & LO - LIMITED OFFICE.

1.04. PROPERTY LINES SHOWN ARE APPROXIMATE ONLY AND ARE COMPILED FROM RECORD SOURCES AND FROM A PARTIAL ON-THE-GROUND SURVEY BY DAVID E. ROSS ASSOCIATES, INC.

1.05. TOPOGRAPHY & SITE FEATURES SHOWN ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE THE RESULT OF AERIAL PHOTOGRAPHY CONDUCTED IN AUGUST 2004 BY AERODATA DIGITAL MAPPING (ADM) AND ON-THE-GROUND SURVEY CONDUCTED IN AUGUST 2004 BY CLO CONSULTING ENGINEERS, INC.

1.06. EXISTING UNDERGROUND UTILITIES SHOWN ARE FROM FIELD OBSERVATIONS AND RECORD INFORMATION AND ARE NOT WARRANTED TO BE EXACT OR COMPLETE. THE ABSENCE OF SUBSURFACE STRUCTURES, UTILITIES, ETC. IS NOT INTENDED OR IMPLIED.

1.07. PORTIONS OF THIS SITE ARE LOCATED WITHIN FEMA FLOOD ZONE A, AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP FOR THE TOWN OF LANCASTER, COMMUNITY-PANEL NO. 250312 0001 B, EFFECTIVE JULY 5, 1982.

1.08. NO PORTION OF THIS SITE IS CONTAINED WITHIN THE LANCASTER WATER RESOURCE OVERLAY DISTRICT. NO PORTIONS OF THE APPLICANT'S ADJOINING LEONISTEN PROPERTY IS LOCATED WITHIN THAT CITY'S WATER SUPPLY PROTECTION DISTRICT. NO PORTION OF THE APPLICANT'S ADJOINING LUNENBURG PROPERTY IS LOCATED WITHIN THAT TOWN'S WATER SUPPLY PROTECTION DISTRICT.

1.09. A SEPTEMBER 30, 2004 FRACTURE TRACE ANALYSIS BY NORTH AMERICAN RESERVE (NAR) STATES THAT DUE TO A STEEPLY DIPPING BEDROCK FRACTURE SYSTEM, THE WATERSHED AREA THAT SUPPLIES ANY GIVEN NEIGHBORHOOD WELL IS FAIRLY LOCALIZED AND THE LIMITED LATERAL EXPANSION AND THE VERTICAL EXPANSION OF THE QUARRY WILL NOT INTERRUPT ANY NEIGHBORING WATER SUPPLY. THE REPORT CONCLUDES THAT IF THE QUARRY EXCAVATION WAS GOING TO HAVE AN IMPACT ON THE NEIGHBORHOOD, IT WOULD HAVE OCCURRED BY NOW, AND ANY BEDROCK WATER ENCOUNTERED IN THE FUTURE WILL BE ASSOCIATED WITH ONLY THE SMALL RECHARGE AREA IN THE IMMEDIATE VICINITY OF THE QUARRY.

1.10. PORTIONS OF THIS SITE ARE CONTAINED WITHIN AREAS SUBJECT TO THE JURISDICTION OF THE MASSACHUSETTS WETLANDS PROTECTION ACT. RESOURCE AREAS WERE DELINEATED AND SURVEY LOCATED BY DAVID E. ROSS ASSOCIATES, INC. THE LANCASTER CONSERVATION COMMISSION ISSUED AN ORDER OF RESOURCE AREA DELINEATION ON JANUARY 11, 2003, ESTABLISHING THE RESOURCE AREA BOUNDARIES AS DEPICTED HEREIN (DEP FILE NO. 193-0363). NO ALTERATIONS ARE PROPOSED WITHIN THESE AREAS.

1.11. NO PORTION OF THE SITE CONTAINS ESTIMATED HABITATS OF RARE WILDLIFE, PRIORITY HABITATS OF RARE SPECIES OR CERTIFIED VERNAL POOLS ACCORDING TO THE MASSACHUSETTS NATURAL HERITAGE AND ENDANGERED SPECIES PROGRAM'S NATURAL HERITAGE ATLAS, 11TH (2003) EDITION.

1.12. NO PORTION OF THE SITE IS CONTAINED WITHIN AN AREA OF CRITICAL ENVIRONMENTAL CONCERN.

2.0 PROPOSED SITE CONDITIONS NOTES:

2.01. NO SOIL, HUMUS, LOAM, SAND, GRAVEL OR BEDROCK SHALL LEAVE THE SITE EXCEPT IN ACCORDANCE WITH LANCASTER ZONING BYLAW - ARTICLE 12 - EARTH PRODUCTS REMOVAL.

2.02. AREA OF PROPOSED EARTH PRODUCTS REMOVAL IS LIMITED TO THE AREAS OF PROPOSED GRADING SHOWN ON THE PLAN AND IS APPROXIMATELY 103.3 ACRES, OF WHICH 73.3 ACRES ARE WITHIN THE TOWN OF LANCASTER AND 30.0 ACRES ARE WITHIN THE TOWN OF LUNENBURG.

2.03. ENGINEER'S ESTIMATE OF AVAILABLE EARTH PRODUCTS TO BE REMOVED IS 56.9 MILLION CUBIC YARDS BETWEEN THE DATES OF TOPOGRAPHY AND PROJECT COMPLETION, OF WHICH 41.7 MILLION CUBIC YARDS ARE LOCATED WITHIN THE TOWN OF LANCASTER AND 15.2 MILLION CUBIC YARDS ARE WITHIN THE TOWN OF LUNENBURG. 2.0 TO 4.0 MILLION CUBIC YARDS ARE PROPOSED TO BE REMOVED PER TWO-YEAR PHASE, RESULTING IN A TOTAL OF 16 TO 20 TWO-YEAR PHASES. THE FIRST 4.0 MILLION CUBIC YARDS ARE ENTIRELY WITHIN THE TOWN OF LANCASTER.

2.04. UPON COMPLETION OF EARTH PRODUCTS REMOVAL, THE APPLICANT ANTICIPATES CONVERTING THE QUARRY INTO A WATER IMPOUNDMENT THAT MAY BE USED AS A RECREATIONAL LAKE, IRRIGATION POND OR SURFACE WATER SUPPLY.

2.05. THE CONTRACTOR SHALL COMPLY WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION'S NOISE STANDARD FOR EARTH PRODUCTS REMOVAL OPERATIONS. PURSUANT TO THE BASELINE MAY 17, 1999 SOUND EVALUATION BY CAVANAUGH TOCCI ASSOCIATES, INC. (CTA), NOISE FROM NORMAL OPERATIONS SHALL NOT EXCEED 63 dBA AS MEASURED AT ANY ADJUTER'S HOME.

2.06. THE QUARRY'S DEPTH IN EXCESS OF 100-FT. BELOW THE ROADWAY AND THE OVERBURDEN BERMS THAT HAVE BEEN PLACED IN AREAS OF THE QUARRY SHALL CONTINUE TO ACT AS NOISE BUFFERS.

2.07. CONTINUED OPERATIONS AT THE SITE SHALL NOT GENERATE ANY APPRECIABLE ODORS. ODORS ASSOCIATED WITH ON-SITE MOBILE EQUIPMENT SHALL NOT CREATE NOR HAVE AN IMPACT ON THE SURROUNDING AREAS.

3.0. ACCESS NOTES:

3.01. NO QUARRY ACCESS FROM LANCASTER PUBLIC WAYS AND NO ACCESS ALONG LANCASTER PUBLIC WAYS BETWEEN PARCELS OF THE APPLICANT'S PROPERTIES OCCUR PRESENTLY OR ARE PROPOSED TO OCCUR.

3.02. THE QUARRY ENTRANCE IS LOCATED ON THE WEST SIDE OF FORT POND ROAD IN LUNENBURG. AN EIGHT-FOOT HIGH CHAIN LINK FENCE AND GATE PROVIDE RESTRICTED ACCESS TO THIS LOCATION OF THE PROPERTY.

A GRAVEL ACCESS ROAD (QUARRY ROAD) IS LOCATED AT THE PERIMETER OF THE QUARRY AND PARALLEL TO THE CHAIN LINK FENCE. THE QUARRY ROAD AND FENCE SHALL BE RELOCATED IN THE FUTURE AS THE QUARRY'S LATERAL EXTENT EXPANDS. LOCATED OPPOSITE THE QUARRY ENTRANCE ON THE EAST SIDE OF FORT POND ROAD IN LUNENBURG, IS A GATED ACCESS ROAD LEADING TO THE APPLICANT'S GARAGE, GRAVEL PIT AND LEONISTEN-SHIRLEY ROAD, ALL IN LUNENBURG. EXTRACTED ROCK IS TRANSPORTED FROM THE QUARRY WITHIN THE TOWN OF LUNENBURG, ACCESS FORT POND ROAD IN LUNENBURG THROUGH THE ABOVE-DESCRIBED GATES, AND PROCESSED AT THE APPLICANT'S FACILITIES IN LUNENBURG.

3.03. ALL ENTRANCES TO THE FACILITY SHALL REMAIN GATED AND LOCKED WHEN NOT IN OPERATION TO PREVENT UNAUTHORIZED ENTRY. ENTRANCES CONTAIN SIGNS RESTRICTING UNAUTHORIZED PERSONS FROM ENTERING THESE LOCATIONS. SIGNS POSTED SHALL REMAIN ON BOTH FORT POND ROAD IN LUNENBURG AND LEONISTEN-SHIRLEY ROAD IN LUNENBURG WARNING THE TRAVELING PUBLIC OF VEHICLES CROSSING.

3.04. THE EXISTING ACCESS DRIVES SHALL BE MAINTAINED TO PROVIDE TWO-WAY TRAFFIC FOR EXCAVATION AND HAULING EQUIPMENT.

4.0 CONSTRUCTION METHODOLOGIES NOTES:

4.01. UNLESS OTHERWISE SHOWN OR SPECIFIED, ALL WORK, MATERIALS AND APPURTENANCES SHALL BE IN ACCORDANCE WITH UNITED STATES, COMMONWEALTH OF MASSACHUSETTS AND TOWN OF LANCASTER REQUIREMENTS. THE FACILITY IS SUBJECT TO LAWS AND REGULATIONS AS OUTLINED BY THE MASS SAFETY AND HEALTH ADMINISTRATION (MSHA), OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), ENVIRONMENTAL PROTECTION AGENCY (EPA), DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) AND LOCAL BYLAWS TO ENSURE THE HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND THE ENVIRONMENT.

4.02. WITHIN THE QUARRY, THE APPLICANT SHALL CONTINUE TO USE ONE OR TWO FRONT-END LOADERS, FOUR HAIL TRUCKS, TWO DRILLING RIGS AND A PORTABLE CRUSHER.

4.03. PRIOR TO INITIATING ANY CONSTRUCTION OR SITE DISTURBANCE WITHIN THE 100-FT. WETLANDS BUFFER ZONE, A NOTICE OF INTENT MUST BE FILED AND AN ORDER OF CONDITIONS MUST BE ISSUED BY THE LANCASTER CONSERVATION COMMISSION.

4.04. THE LANCASTER FIRE CHIEF SHALL BE NOTIFIED OF ALL PROPOSED BLASTING. ALL BLASTING SHALL BE PERFORMED BY A LICENSED BLASTER IN ACCORDANCE WITH COMMONWEALTH OF MASSACHUSETTS AND TOWN OF LANCASTER REGULATIONS.

5.0. UTILITIES NOTES:

5.01. ALTERATION ACTIVITIES SHALL NOT RESULT IN THE INTERRUPTION OF UTILITIES OR ACCESS TO ADJACENT SITES.

5.02. EXISTING UTILITY SERVICE CONNECTIONS ENCOUNTERED SHALL BE RESET OR RELOCATED AS NEEDED. ALL ASPECTS OF THIS WORK SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPROPRIATE UTILITY COMPANY OR DEPARTMENT.

5.03. EACH UTILITY SHALL HAVE A METALLIC, COLOR CODED TRACER TAPE PLACED 12" ABOVE THE PIPE OR CONDUIT AND NOT CLOSER THAN 12" FROM FINISHED GRADE. THE TAPE SHALL BE RECOVERABLE BY A METAL DETECTOR AND SHALL HAVE PRINTED ON THE TAPE THE TYPE OF UTILITY BURIED BELOW. ALL BACKFILL MATERIAL SHALL HAVE NO STONES GREATER THAN 2".

6.0. DRAINAGE NOTES:

6.01. THE QUARRY IS LOCATED ALONG THE RIDGE SEPARATING TWO DRAINAGE SUBBASINS. THE MAJORITY OF THE SITE IS LOCATED WITHIN THE NORTHEASTERLY SUBBASIN THAT ORIGINALLY DRAINED TO WETLANDS AND AN UNNAMED WATER COURSE THAT DISCHARGES NORTH TO EASTER BROOK IN LUNENBURG, WHICH FLOWS INTO LAKE SHIRLEY. THE SMALLER SOUTHEASTERLY PORTION OF THE SITE ORIGINALLY DRAINED TO AN UNNAMED WATER COURSE THAT DISCHARGES SOUTH TO FORT POND. WHEREAS THE ULTIMATE END USE IS A SELF-CONTAINED WATER IMPOUNDMENT LOCATED AT WHAT WAS ONCE A DRAINAGE DIVIDE AND WHICH WILL HAVE A WATER SURFACE ELEVATION MEETING THE UNALTERED SURROUNDING LAND, THE QUARRY WILL NOT INCREASE OFF-SITE DISCHARGE.

6.02. A QUARRY DRAINAGE SUMP HOLE SHALL CONTINUE TO BE SUSTAINED BELOW THE DEEPEST PARTY OF THE QUARRY'S FLOOR. A METERED PUMP SHALL CONTINUE TO REMOVE STORMWATER FROM THE SUMP HOLE, DISCHARGING ON THE GROUND SURFACE IN THE DIRECTION OF THE UNNAMED WATER COURSE THAT FLOW NORTH. WHILE INCREASED OR CONTINUOUS PUMPING WOULD RESULT FROM SEASONAL CONDITIONS, SUCH AS THE SURFICIAL RUNOFF OF WINTER SNOWMELT AND SPRING RAINS, OR HEAVY RAINS AT OTHER TIMES OF THE YEAR, SUSTAINED CONTINUOUS PUMPING OVER AN EXTENDED PERIOD OF VARYING WEATHER CONDITIONS WOULD BE A MONITORING INDICATOR OF THE PROXIMITY OF THE BEDROCK WATER TABLE WELL IN ADVANCE OF THE QUARRY PENETRATING SUCH A WATER TABLE.

7.0. LANDSCAPING SPECIFICATIONS:

7.01. FOLLOWING EARTH PRODUCT REMOVAL, SEEDED LOAM SHALL BE PLACED ADJACENT TO THE SHORELINE OF THE END-USE QUARRY POND. THE SHORELINE SLOPE SHALL BE GENTLY BLENDED WITH EXISTING GRADE. ALL RESTORATION WORK SHALL BE COMPLETED WITHIN 365 DAYS AFTER EXPIRATION OF A PERMIT OR UPON CESSATION OF OPERATIONS. LANDSCAPING SHALL OCCUR AS SOON AS POSSIBLE TO PROVIDE PERMANENT STABILIZATION OF DISTURBED SURFACES.

7.02. FINISH SIDE SLOPES OF ALL NON-BEDROCK SURFACES SHALL NOT EXCEED A SLOPE OF THREE-FOOT HORIZONTAL TO ONE-FOOT VERTICAL.

7.03. WHEN PERMANENT STABILIZATION IS NOT IMMEDIATELY POSSIBLE DUE TO THE SEASON, TEMPORARY STABILIZATION SHALL BE PROVIDED USING METHODS SUCH AS TACKLED WOOD CHIPS OR HAY MULCH WEIGHTED WITH BRANCHES AND SEEDING WITH A RAPIDLY GERMINATING GRASS SPECIES.

7.04. A MINIMUM OF 9" LOAM SHALL BE PLACED AND ITS SURFACE SMOOTHED TO THE SPECIFIED GRADES. IF A LESSER DEPTH PRE EXISTS ON THE SITE, THAT LESSER DEPTH SHALL BE RESTORED.

7.05. PLANTINGS SHALL NOT IMPEDE DIRECT ACCESS TO ALL SUBSURFACE STRUCTURES.

7.06. FERTILIZER SHOULD BE USED IN THE AMOUNTS PRESCRIBED ON THE BAG.

7.07. THE USE OF HERBICIDES IS STRONGLY DISCOURAGED.

7.08. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SUFFICIENT WATER AND/OR IRRIGATION FOR A MINIMUM OF TWO WEEKS FROM THE DATE OF PLANTING AND AS REQUIRED TO OBTAIN THE MINIMUM STANDARDS FOR LAWN SURFACE STABILIZATION.

STORM WATER POLLUTION AND EROSION & SEDIMENT PLAN

1.0. EROSION CONTROL MEASURE:

1.01. THE CONTRACTOR AND PROPERTY OWNER ENSURING THAT EROSION AND SEDIMENTATION

1.02. CONSTRUCTION IS PERMITTED BEYOND - WHEN ADDITIONAL DRAINAGE MEASURES OR S. NEEDED AND SHALL BE SUBJECT TO APPROVAL CONSERVATION COMMISSION PRIOR TO WORK (OF DISTURBANCE LINE, IF WITHIN THE 100-FT.

1.03. THE CONTRACTOR SHALL REGULARLY IN EROSION CONTROL DEVICES ON-SITE. ANY S. CONTROL DEVICES SHALL BE DISPOSED OF ON BUFFER ZONE.

1.04. AT NO TIME SHALL SILT-LADEN WATER AREAS (WETLANDS, OFF-SITE AREAS AND DR.

2.0. PRE-CONSTRUCTION:

2.01. AN EROSION CONTROL BARRIER (SILT F. SILTATION BARRIER) SHALL BE INSTALLED TO. THIS IS ESPECIALLY IMPORTANT ON PORTIONS SENSITIVE AREAS SUCH AS WETLANDS. THESE PLACE UNTIL ALL TRIBUTARY SURFACES HAVE

3.0. PRELIMINARY SITE WORK:

3.01. MATERIAL REMOVED SHOULD BE STOCK FOR TRANSPORT TO AN INTERIM USE IN AN O. PERMETER OF THE SITE. THE BERM SHALL A BARRIER.

3.02. ALL LOAM PILES AND THE BERM SHALL

3.03. STOCKPILES SHALL BE LOCATED WITHIN AREAS OF MINIMAL IMPACT, OUTSIDE OF THE

4.0. WASTE MATERIALS:

4.01. NO ON-SITE DISPOSAL OF SOLID WASTE IS ALLOWED IN THE 100- FT. BUFFER ZONE.

4.02. NO STUMPS SHALL BE BURIED ON-SITE.

4.03. NO MATERIALS SHALL BE DISPOSED OF DRAINAGE SYSTEMS. ALL CONTRACTORS SHALL CLEANING OF EQUIPMENT IS PROHIBITED IN AN DRAIN DIRECTLY TO THE WETLANDS OR DRAIN DRAIN DIRECTLY TO THE WETLANDS OR DRAIN

5.0. STABILIZATION AND CONTAIN

5.01. AT NO TIME SHALL EXCAVATION OCCUR WATER TABLE LEVEL. THE PUMP USED TO RED. QUARRY SUMP HOLE SHALL CONTINUE TO BE A MONITORING DEVICE. SHOULD THE QUARRY AS BEDROCK WATER TABLE, THE SUMP WOULD PU. INTERMITTENTLY, AS IT DOES CURRENTLY. MO. IN THE QUARRY SUMP AS THE QUARRY IS DEE. VERTICAL LEFT SHALL ESTABLISH THE QUARRY'S BEDROCK WATER TABLE. INCREASED PUMPING PROXIMITY OF THE BEDROCK WATER TABLE WE. PENETRATING SUCH A WATER TABLE.

5.02. CONTRACTOR IS RESPONSIBLE FOR DUS. STREET SWEEPING OF ALL PAVED SURFACES IN AREAS THAT ARE IMPACTED BY SITE CONSTRU. NEEDED.

5.03. THE CONTRACTOR IS RESPONSIBLE FOR DUST DURING DRY PERIODS.

OPERATIONS & MAINTENAN

SITE ALTERATIONS RELY UPON PROPER MONITO MAINTENANCE TO FUNCTION AS DESIGNED AND DESCRIBED BELOW ARE TO BE IMPLEMENTED BE OF THE PROJECT AS APPROPRIATE.

1.0. MONITORING:

1.01. OPERATIONS AND MAINTENANCE RECORD: PREMISES AND BE MADE AVAILABLE TO PERMIT AGENTS FOR INSPECTION, UPON REQUEST.

2.0. OPERATIONS:

2.01. ALL MATERIALS STORED ON SITE SHALL MANNER.

2.02. SPILLS OF TOXIC OR HAZARDOUS MATERIAL REPORTED TO THE APPROPRIATE STATE, LOCAL REQUIRED BY LAW.

2.03. THE USE OF SODIUM CHLORIDE FOR ICE CONSISTENT WITH THE PUBLIC HIGHWAY SAFETY.

3.0. MAINTENANCE:

3.01. EQUIPMENT MAINTENANCE SHALL CONTR. FROM THE QUARRY WHEN POSSIBLE WITH ALL 1. TAKEN.

3.02. ANY REFUELING OF CONSTRUCTION VEHIC. PLACE OUTSIDE OF THE 100-FT. BUFFER ZONE. NOT BE CONDUCTED IN PROXIMITY TO SEDIMENT SWALES.

3.03. BERMS, CATCH BASINS, SILT PONDS AND CONTROL DEVICES SHALL CONTINUE TO BE EXAM. ROUTINE BASIS.



EARTH PRODUCTS REMOVAL SITE PLAN OF LAND IN
LANCASTER, MASSACHUSETTS
LOCATED OFF
LUNENBURG ROAD



SCALE:
AS NOT

NO REVISIONS THIS SHEET	2	MLB	06/29/2006	Stephen J. Millaney
NO REVISIONS THIS SHEET	1	SJM	12/16/2005	
ORIGINAL ISSUE	--	--	01/19/2005	
REVISION	NO.	BY	DATE	ENGINEER



SOURCE: MAPS OF INFORMATION AND ENGINEERING INFORMATION DIVISION, DEPARTMENT OF MASSACHUSETTS DIVISION OF INFORMATION AFFAIRS. DATA NOT AVAILABLE FROM MAPS BETWEEN MAY 31 AND ONE YEAR LATER.

WELL NUMBERING - 4000, 4001, 4002

ASSESSOR MAPS
LANCASTER: MAPS 1, 2, 3, 4, 5
LUNenburg: MAPS 114, 115
LEONARD: MAPS 305, 306, 403

LEGEND

- EXISTING FULL BUDGET Q QUANTITY
- WELL - PROPERTY RECORDS SERVED BY CITY TAX MAP
- WELL LOCATION DETERMINED BY PLANS OR OTHER FROM BUDGET Q QUANTITY RECORDS OF RECORD, LUNenburg, MAPS 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000
- ▲ WELL LOCATED BY LUNenburg MAP - ALL RECORDS SERVED BY CITY TAX MAP
- DCP PWS - PUBLIC WATER SUPPLY
- TRANSFER FROM COMMUNITY
- NON-TRANSFER FROM COMMUNITY
- COMMUNITY DEVELOPMENT WELL
- WELL COMPLETION REPORT NUMBER
- WELL COMPLETION REPORT NUMBER - LUNenburg MAPS 101, 102, 103
- AS-BUILT WELL QUANTITY - EACH WELL QUANTITY TO CORRECT BY A SINGLE QUANTITY (ADJUSTED) QUANTITY WELL A WELL QUANTITY ADJUSTMENT WELL ADJUSTED BY THE UPPER 30 FT OF RECORD - AND A WELL QUANTITY WELL ADJUSTED BY THE PROCEEDS RECORD OF THE QUANTITY

EXISTING WELL LOCATIONS

AS-BUILT WELLS	3	ALL WELLS/OWNER	<i>John J. Keating</i>
WELL CLUSTERS	2	SUN (10/10/2000)	
WELL CLUSTERS	1	ALL (10/10/2000)	
ORIGINAL ISSUE	---	10/10/2000	
REVISION	NO	NO	ENGINEER



EARTH PRODUCTS REMOVAL SUPPLEMENTAL SITE PLAN OF LAND IN
LANCASTER, MASSACHUSETTS
LOCATED
OFF LUNenburg ROAD



PREPARED FOR
P. J. KEATING COMPANY
300 HUNTER ROAD
LUNenburg, MA 01450-1744
TEL: 978 352-1220 FAX: 978 352-8947

DESIGN: ME
DRAWING: ME
CHECK: SM
REV: 18-D-1
18-D-2, 18-D-3

S. J. MULLANEY ENGINEERING, INC.
CIVIL, SITE DESIGN & PERMITTING
300 HUNTER ROAD, SUITE 201, P.O. BOX 100, LUNenburg, MA 01450-1744
TEL: 978 352-1220 • FAX: 978 352-8947 • WWW: sjmullaneys.com

SHEET	OF
1	3
PLAN NO.	
18-D-4	



**TOWN OF LANCASTER, MASSACHUSETTS
SELECT BOARD
SPECIAL PERMIT TO REMOVE EARTH PRODUCTS**

In accordance with Article IX of the Zoning Bylaws, the Select Board hereby grants to the Applicant a Special Permit to remove earth products, subject to the conditions noted herein.

Name of Applicant/Grantee: P. J. Keating Company

Address of Applicant/Grantee: 998 Reservoir Rd., Lunenburg, MA 01462

Company Name: Same

Company Address: Same

Permit Issue Date: January 25, 2022

Permit Expiration Date: January 25, 2024

Conditions:

1. **Description of Area:** All earth removal and related site work shall be in accordance with the approved Earth Removal plans for P. J. Keating Company, dated January 19, 2005 and revised through January 22, 2010, as prepared by S. J. Mullaney Engineering, Inc., as modified by the terms and conditions of this Special Permit.
2. The shoreline of the end-use quarry pond and all disturbed non-bedrock surfaces shall be restored with a minimum depth of nine inches of loam which shall be capable of supporting grass growth unless the applicant can document a lesser amount pre-exists on site, in which case the applicant will be responsible for the lesser amount. These areas shall be restored upon completion of the earth removal authorized by this special permit. These areas shall be hydroseeded and the planted area shall be protected from erosion during the establishment period using sound conservation practices. Areas that wash out shall be repaired immediately. Trees or shrubs of prescribed species shall be planted to provide screening and reduce erosion during the establishment period.
3. No top or subsoil shall be removed from the site.
4. Provisions for dust control shall be in place prior to commencement of the earth removal operations. Abutting public right-of-ways and abutters shall be kept clear of construction debris and dust.
5. Dust Control measures shall be undertaken as specified in the approved plans.



**TOWN OF LANCASTER, MASSACHUSETTS
SELECT BOARD
SPECIAL PERMIT TO REMOVE EARTH PRODUCTS**

6. Active work areas shall be in accordance with the approved plans.
7. All restoration work shall be completed within 365 days after expiration of a permit or upon cessation of operations within any phase.
8. A maximum non-bedrock slope of three foot horizontal to one foot vertical (3:1) is required; 4:1 within any buffer zone of a resource area as shown on the approved plans.
9. The hours and days for which trucks are allowed to remove earth materials from the site shall be limited to 7:00 am – 5:00 pm Monday through Friday and 8:00 am – Noon on Saturdays, except for Federal and State Holidays. Such removal is also allowed Noon – 5:30 pm on each Saturday for which the permit holder so notifies the Town Clerk by electronic mail before the close of business on the previous Wednesday, for Town Clerk posting on the Town web site. The hours of blasting shall be limited to 9:00 am – 2:00 pm. Alteration of this time schedule may be accomplished only by prior approval of the Select Board.
10. All entrances to the facility shall be gated and locked to prevent unauthorized entry during nonworking hours. Proper signage must also be posted within the site to advise drivers of site conditions. Truck entering signs shall also be erected along the abutting right-of-ways to warn motorists of truck traffic from the site.
11. No quarry access from Lancaster public ways and no access across Lancaster public ways between parcels of the applicant/grantee's properties shall occur.
12. A metered pump shall be used to remove stormwater from the quarry drainage sump hole. Data collected monthly shall be provided to the Town on a quarterly basis, or more frequently as requested by the Select Board, to demonstrate that sustained continuous pumping over extended periods of varying weather conditions, a monitoring indicator of the proximity of the bedrock water table, is not occurring. A minimum of two flow meters shall be used to record flow measurements to ensure consistency of reported pumped stormwater flow. These flow meters shall be maintained in working order to collect the required monthly monitoring data. A minimum depth to groundwater separation of 6-feet shall be maintained at all times. Areas which fall within the Town's water resource overlay district shall maintain a minimum depth to groundwater separation of 10-feet.
13. Provide a minimum of three (3) permanent benchmarks with elevations for the operation.



**TOWN OF LANCASTER, MASSACHUSETTS
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14. The land shall be left so that natural storm drainage leaves the property at the original natural drainage points and so that the total discharge at peak flow, and the area of drainage at anyone point, is not increased, and so that the hydrograph of any post-development receiving body of water is the same as that of the pre-development hydrograph per the approved plans.
15. No stumps shall be buried on-site.
16. A Surety Bond, Irrevocable Standby Letter of Credit, or Cash Account in the amount of \$220,000 shall be provided to the Town prior to commencement of any work authorized under this special permit in order to secure compliance with the terms and conditions hereof. The Surety Bond, Irrevocable Standby Letter of Credit, or Cash Account shall remain in effect during the term of the Special Permit.
17. The excavations, fills or side cuts shall be set back a minimum of one hundred (100) feet from the abutter's property lines or public right-of-way.
18. No areas, except the end-use quarry pond, should be excavated so as to cause accumulation of standing water. Excavation areas, except the end-use quarry pond, shall be graded to provide positive drainage in accordance with the approved stormwater management plan.
19. Agent(s) assigned by the Select Board shall conduct inspections. All costs for outside consultant services used for inspection purposes shall be paid for by the permit holder. Funds shall be deposited into a Consultant Review Account. Inspections shall be scheduled once during each spring, each summer and each fall during peak operations and as needed during off-peak operations (e.g. winter season), or more often as reasonably required by the Town's consultant.
20. If any conditions of this permit are violated, the permit is subject to revocation by the Select Board following a hearing.
21. This permit shall not be assigned to any other person other than the person or entity named herein, unless authorized in writing by the Select Board.
22. By exercising this special permit, the permit holder agrees to permit reasonable access onto the subject premises by the agents and employees of the Lancaster Select Board for inspection purposes consistent with the requirements of Condition 19.
23. By exercising this special permit, the permit holder agrees that he will not excavate in such a manner as to leave dangerous and unsightly conditions on the premises as a result of the excavation.



**TOWN OF LANCASTER, MASSACHUSETTS
SELECT BOARD
SPECIAL PERMIT TO REMOVE EARTH PRODUCTS**

24. Earth removal plan sheet 3 depicts the restoration of overburden berms to form the shoreline of the end-use quarry pond at the completion of the earth product removal. Portions of the berm restoration appear to be located within the graphical Flood Zone A. The permit holder shall furnish the Select Board with a copy of Conservation Commission determinations and/or orders, if so required, when the permit holder undertakes such restoration. Alternatively, the permit holder may furnish the Select Board with a revised sheet 3 depicting the overburden berms relocated outside the limits of the graphical Zone A.
25. The permit holder shall continue to undertake a hydrogeologic study that shall continue for the duration of the earth product removal operation. To facilitate the continuation of the long term hydrogeologic monitoring program the permit holder shall collect monthly measurements of the groundwater water table and behavior in the monitoring wells, continuous weather station measurements, monthly stormwater flow measurements for the lower quarry and upper quarry flow meters, and monthly measurements of the sump water elevation for the duration of the earth product removal operation. These measurements shall be provided to the Select Board quarterly, or more frequently as requested by the Select Board, and these measurements shall be reviewed by the Town's consultant as requested by the Town. All costs for outside consultant services used for inspection, data review, comment, and recommendation purposes shall be paid for by the permit holder. The hydrogeologic study shall be modified, when needed, based on recommendations by the Board's consultant.
26. The permit holder shall submit a hydrogeologic assessment report annually by March 15, 2022. The report shall include at a minimum the most recent year of monitoring data collected per Condition 25. The monthly and yearly quarry stormwater flow measurements shall also be provided and a comparison between the precipitation and the stormwater flow shall be included within the annual report. The Town's consultant will review the annual reports and all costs for outside consultant services for the annual report review and comment purposes shall be paid for by the permit holder.
27. Repair and/or additional installation of monitoring equipment may be requested by the Select Board based on suggestions made by the Town's consultant from their review of hydrogeologic monitoring data and their recommendations for the long term hydrogeologic monitoring program. The applicant will be responsible to repair or install the requested monitoring equipment prior to the next occurring quarterly inspection.
28. The permit holder shall provide the Select Board with an updated existing active rock quarry conditions plan and updated removal volume projections with each permit renewal. The removal



**TOWN OF LANCASTER, MASSACHUSETTS
SELECT BOARD
SPECIAL PERMIT TO REMOVE EARTH PRODUCTS**

volume projections shall include an estimated volume to be removed through the permit expiration date as well as the estimated volume removal through final completion of earth removal activities.

29. The permit holder shall biennially submit an application for permit renewal in the manner prescribed in the Zoning and/or General Earth Product Removal Bylaw then in effect.

Date of Public Hearing: Original date 1/3/22 - Continued to February 15, 2022

Location: via Zoom

Notice of Hearing, Names of newspapers: The Item

Date of Public Notice: 12/17/21; 12/24/21

Certified List of Abutters: N/A

DECISION FINDINGS:

With respect to the Special Permit, the Board finds, after soliciting and reviewing comments from other Town boards, departments, agencies, staff, and interested persons that reasonable measures have been or will be taken to:

- (a) Ensure that all requirements applicable to the special permit are fulfilled;
- (b) That the specific site is an appropriate location for the uses proposed;
- (c) That there is safe access from roads adequate for the traffic expected, adequate parking is provided and internal circulation is adequate for emergency vehicles;
- (d) That the Board of Health requirements for water and sanitation arrangements will be followed;
- (e) That the use as developed and operated will not adversely affect the neighborhood;
- (f) That the purposes of the Bylaw are substantially met.

The Select Board, the Permitting Authority, hereby grants this Permit on behalf of the Town of Lancaster.

SELECT BOARD:

Jason Allison, *Chairman*

Date: February __, 2022

V. BOARDS, COMMITTEES & DEPARTMENT REPORTS

Orlando Pacheco

From: Kevin Bartlett
Sent: Wednesday, December 8, 2021 10:19 AM
To: Orlando Pacheco
Cc: Rachel Peto; Kathi Rocco
Subject: DPW Board Vacancy

Good Morning,

At our DPW Board meeting Monday night, we had discussed the position of Board Member Shawn Corbett. Although the board or I had not received any formal resignation, we decided that him selling his house and moving out of state is his resignation. We would like to see if we can have the vacancy posted for interested people to fill the seat until annual elections.

Thank you,
Kevin

Kevin A. Bartlett
Superintendent, Lancaster D.P.W.
392 Mill St. Ext.
Lancaster, Ma 01523
978-365-2412 x1101

The contents of this email and any attachments are the property of the Town of Lancaster Massachusetts and subject to the Public Records Law, M.G.L. c. 66, section 10. When writing or responding, please remember that the Massachusetts Secretary of State's Office has determined that email is a public record and not confidential.



Town of Lancaster
DEPARTMENT OF PUBLIC WORKS

392 Mill Street Extension
Lancaster, Massachusetts 01523
Tel. (978) 365-2412
Fax (978) 365-4419

Kevin A. Bartlett, *Superintendent*
Rachel L Peto, *Administrative Assistant*

Commissioners
John J. King, Jr.
Douglas DeCesare

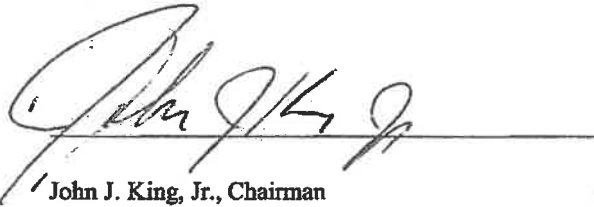
Town of Lancaster Selectmen,

01/05/2022


Per our previous Board meeting dated 12/06/2021, the Board accepted Shawn Corbett's relocation from the State as his resignation from the Board of Public Works.

The Board hereby announces the vacancy of one seat within the Board of Public Works to be filled.

Respectfully submitted,



John J. King, Jr., Chairman



Douglas DeCesare, Member

Kathi Rocco

From: Ivria Fried <ifried@miyares-harrington.com>
Sent: Tuesday, January 11, 2022 5:55 PM
To: Jeff Nutting; Alexandra Rubin
Cc: Kathi Rocco; Rian Rossetti
Subject: Re: Good Afternoon We have a vacancies in the elected DPW board. They have sent notice to the SB. The law states after 7 days notice the boards can meet to appoint a new member.
Attachments: MGL Chapter 41 Section 11_Appointment.pdf

Hi Jeff,

The provision regarding a week's notice in G.L. c. 41, § 11 speaks to the Select Board providing notice to the public. Section 11 outlines the procedures to fill a vacancy on an elected public body other than the Select Board:

(1) If there is a vacancy in an elected board consisting of two or more members, the remaining members of that board shall give written notice within one month of the vacancy to the Select Board.

(2) Upon receiving such notice, the Select Board shall give the public one week's notice so members of the public may apply for the position.

(3) The combined members of the Select Board and the remaining members of the board having the vacancy then vote to fill the vacancy. The vote must be by roll call.

Alternatively, if the board having the vacancy fails to give the Select Board notice of the vacancy within a month, the Select Board may proceed to give the public a week's notice and fill the vacancy on its own.

You informed me that the Select Board has already received notice from the DPW Board of the vacancy. Assuming notice was given by the DPW board within a month of the vacancy, the Select Board and the remaining members of the DPW board may hold a combined vote to fill the vacancy after giving the public one week's notice.

Please let me know if you have any questions.

Best,

Ivria Glass Fried

MiyaresHarrington - Local options at work

Miyares and Harrington LLP
40 Grove Street • Suite 190
Wellesley, MA 02482
Cell: 617.874.7948 | Office Direct Line: 617.804.2427 | Main: 617.489.1600
www.miyares-harrington.com

From: Jeff Nutting <JNutting@lancasterma.net>
Sent: Tuesday, January 11, 2022 12:15 PM

Part I ADMINISTRATION OF THE GOVERNMENT

Title VII CITIES, TOWNS AND DISTRICTS

Chapter 41 OFFICERS AND EMPLOYEES OF CITIES, TOWNS AND DISTRICTS

Section 11 APPOINTMENT TO FILL VACANCY IN TOWN OFFICE

Section 11. As used in this section, the term "vacancy" includes a failure to elect. If a vacancy occurs in any town office, other than the office of selectman, town clerk, treasurer, collector of taxes or auditor, the selectmen shall in writing appoint a person to fill such vacancy. If there is a vacancy in a board consisting of two or more members, except a board whose members have been elected by proportional representation under chapter fifty-four A, the remaining members shall give written notice thereof, within one month of said vacancy, to the selectmen, who, with the remaining member or members of such board, shall, after one week's notice, fill such vacancy by roll call vote. The selectmen shall fill such vacancy if such board fails to give said notice within the time herein specified. A majority of the votes of the officers entitled to vote shall be necessary to such election. The person so appointed or elected shall be a registered voter of the town and shall perform the duties of the office until the next annual meeting or until another is qualified.

Kathi Rocco

From: Kevin Bartlett
Sent: Monday, January 31, 2022 10:01 AM
To: Kathi Rocco
Subject: Letter of Interest DPW Board
Attachments: SKM_C300i220131075500.pdf

Hi Kathi,

I have a letter from Walter Sendrowski for the vacant position. Please let me know what time we would be meeting with the Select Board.

Thank you,
Kevin

From: SMTP <SMTP@lanasterma.net>
Sent: Monday, January 31, 2022 7:55 AM
To: Kevin Bartlett <kbartlett@lanasterma.net>
Subject: Message from KM_C300i

The contents of this email and any attachments are the property of the Town of Lancaster Massachusetts and subject to the Public Records Law, M.G.L. c. 66, section 10. When writing or responding, please remember that the Massachusetts Secretary of State's Office has determined that email is a public record and not confidential.

Walter Sendrowski
P.O. Box 154
Lancaster, MA 01523
978-365-2015
csendrowski@comcast.net

January 13, 2022

Department of Public Works
392 Mill Street Ext.
Lancaster, MA 01523

To Whom it May Concern:

I am aware of a vacancy on the DPW and would like to offer my service. I am interested in filling that vacancy until the next town election.

I have served the Town of Lancaster in numerous capacities over the years and I believe my experience and my concern for the town will be beneficial to the DPW.

Your consideration of my interest is appreciated.

Sincerely yours,


Walter Sendrowski

Town Administrator Report



Town of Lancaster Massachusetts

DEPARTMENT OF INSPECTIONAL SERVICES

701 Main St Lancaster MA, 01523

978-365-3362 ext. 1310

Memo

To: Lancaster Select Board

From: Brian Gingras – Building Inspector/Zoning Enforcement Officer

Date: February 2, 2022

RE: Site Inspection of 700 fort Pond Rd

Per request of the Select Board a site inspection of United Ag and Turf located at 700 Fort Pond Rd was conducted on January 24, 2022. The purpose of this inspection was to ensure the site was in compliance with all applicable bylaws and conditions in relation to the owner's renewal of a Class 1 Motor Vehicle License. The site inspection revealed several violations of the Town of Lancaster Zoning Bylaw and conditions set forth in various Planning Board site plan approvals. These violations include the installation of a fence without a permit and the outdoor storage and display of goods and materials within the required setbacks and contrary to approved site plans. United Ag and Turf has begun the process to address the various issues discovered at the site. A fence permit has been obtained and the owner has indicated they will seek relief through the Zoning Board of Appeals and the Planning Board as required and further enforcement action is on hold while the applicant is allowed sufficient time to seek such relief. If relief is not granted, the applicant will be required to adhere to all applicable bylaws and conditions or face further enforcement actions.



Brian Gingras

Cc: Planning Board; Town Administrator

March 26, 2012

Peter Munro, *Building Inspector*
695 Main Street,
Suite 4
Lancaster, MA 01523

**Re: Hannigan Engineering, Inc.
Site Plan Approval – Padula Bros., Inc.
Fort Pond Road
Assessor's Map 5, Parcel 5**

Dear Mr. Munro:

This is to certify that on March 12, 2012, the Lancaster Planning Board, by a unanimous vote, approved the Site Plan application, submitted by Hannigan Engineering, Inc., for the construction of a proposed 18,000 square foot building with outdoor storage to serve as a new sales and service facility for Padula Bros., Inc., a distributor of John Deere farm and lawn equipment, including tractors, located on Fort Pond Road on a portion of the above described property owned by William D. Chisholm.

The site plans were submitted by hand delivery to the Planning Department on February 15, 2012, and received at a Planning Board meeting on February 27, 2012. The Board reviewed the plans at a duly posted public meeting held on February 27, 2012. The site plans were reviewed by Haley & Ward, Inc., 25 Fox Road, Waltham, Massachusetts 02451, which was engaged as engineering and planning consultant to the Planning Board. The plans were also reviewed by Town of Lancaster technical and department staff and comments were submitted by the Planning Department. The Board also considered comments by interested citizens and other parties, who attended the meetings detailed above.

The proposed facility consists of an 18,000 square foot building located on an approximately 8.83-acre portion of the property which comprises Lot 5A on an ANR Plan endorsed by the Planning Board on February 27, 2012. The ANR plan contains one additional lot with no frontage on Fort Pond Road. The parking area has been designed to

accommodate 47 parking spaces. The proposed building will be served by a private sewage disposal system located on site. The site will be served by the Shirley Water District for domestic water and fire protection. Two floor drains in the service department will be filtered into an alarmed holding tank that will be separate from the sewage disposal system. One detention basin will be located on site for stormwater runoff. Cable, telecommunications and electric services will be installed underground. Locations are also indicated for on-site liquid propane gas tanks.

This Site Plan approval decision is based on the site plans entitled "SITE DEVELOPMENT PLAN, PADULA BROS., INC., FORT POND ROAD IN LANCASTER, MASSACHUSETTS, FEBRUARY 15, 2012", Plan No. C-10-21, consisting of the following sheets: Existing Conditions Plan, Site Development Plan, Construction Details (3 sheets), Lighting Diagram and Landscape Diagram. The plans, consisting of 7 sheets, are dated February, 15, 2012, and revised March 8, 2012. Collectively, these plans will be referred to as the "Approved Site Plans".

The site plan approval is subject to the following general and special conditions:

GENERAL CONDITIONS

- 1) The applicant shall be responsible for addressing any outstanding issues as identified in a letter from Haley & Ward, Inc., dated March 9, 2012, unless otherwise noted herein. Prior to issuance of a Certificate of Occupancy, the applicant shall provide written certification from the applicant's engineer of record that the issues in said letter have been adequately addressed and compliance has been achieved.
- 2) All improvements shall be constructed in accordance with the Approved Site Plans, together with supporting data including drainage calculations as last revised and delivered to the Planning Board. No substantial modifications, additions, substitutions, alterations, or any changes shall be made in any plans without the written approval of the Planning Board after a determination is made whether such changes or alterations are substantial. Any requests for substantial modifications shall be made to the Planning Board for review and approval and shall include a description of the proposed modification, reasons the modification is necessary and supporting documentation.
- 3) Unauthorized deviations from the approved Site Plan may result in the Planning Board seeking the issuance of a Cease and Desist Order until the deviation is addressed. Violation of any condition contained herein or failure to comply with the site plan shall subject the Applicant to a zoning enforcement action in accordance with the remedies set forth in G.L. c. 40A.
- 4) The Applicant shall comply with all applicable local, state and federal laws, regulations and by-laws pertaining to the proposed development as well as the conditions of any permit, approval or order of other agencies or authorities.

- 5) If applicable, Copies of any Draft or Final Environmental Impact Report concerning this development shall be submitted by the applicant to the Planning Board. In addition, copies of the following state or federal permits shall be submitted when issued:
- a) DEP Public Water Supply Permit
 - b) NPDES Stormwater Permit
 - c) Sewage Disposal Works Construction Permit
 - d) DEP Industrial Wastewater Holding Tank Compliance Certificate
- 6) This site plan approval is solely for the 18,000 square feet sales and services facility building as shown on the Site Plans. Subsequent development of commercial or industrial uses on the site shall require additional approvals as may be required in the Zoning Bylaw.
- 7) This Site Plan Approval does not include approval for development of structures or uses anywhere other than on Lot 5A on the Approved Site Plans. Any proposed development of other areas will require the submission of site plans for approval by the Board.
- 8) The proposed building will have sprinkler systems. The fire suppression design will be included in the complete set of building drawings. These plans will be submitted to the Lancaster Building Inspector for review and subsequent issuance of the building permit. If any additional hydrant flow tests are required by either the Building Inspector or Lancaster Fire Department, they will be conducted by the applicant.
- 9) The Applicant shall obtain a Building Permit prior to building construction and a Certificate of Occupancy prior to occupancy.
- 10) Prior to the commencement of authorized site activity, the Applicant shall provide to the Building Inspector and to the Planning Board office the name, address and business phone number of the individual who shall be responsible for all activities on site.
- 11) Members or agents of the Planning Board shall have the right to enter the site at any time to gather all information, measurements, photographs or other materials needed to ensure compliance with this approval.
- 12) The Applicant and/or property owner shall provide twenty-four (24) hour notice to pertinent Town departments, including the Building Inspector and the Board's engineer, prior to commencing any work on the site that requires inspection or review.

- 13) The Applicant shall promptly pay the reasonable fee of the consulting engineers for review of plans or field inspections during the construction phase. A schedule for such inspections shall be mutually agreed upon by the Applicant and the Board prior to the commencement of construction. The results of any inspections shall be provided to the Board in written format. The Board may require the Applicant to establish an escrow account pursuant to G.L. c. 44, § 53G to assure such payment, subject to replenishment.
- 14) The following facilities and aspects of operation and maintenance of the Development shall remain private, and the Town of Lancaster shall not be requested to take responsibility for operation or maintenance of same:
- a) All interior driveways and parking areas
 - b) Storm water management facilities, including detention basins
 - c) Water drains, pumping and storage facilities
 - d) Private on-site sewage treatment facilities
 - e) Snow plowing
 - f) Landscaping
 - g) Trash removal
 - h) Parking area and driveway lighting
- 15) The Approved Site Plans have been reviewed and found to be compliant with the height, area, setback and other dimensional requirements of the Lancaster Zoning Bylaw applicable to the development of the Sales and Service facility and the accessory parking facilities and utilities proposed to service the development.
- 16) The Applicant shall comply with the State Building Code and with the following requirements pertaining to the Building Inspector and Public Works issues:
- a) Pre-construction meeting among the Applicant, contractor, Building Inspector, and/or the Public Works Department.
 - b) Prior to construction, submission of construction drawings and the Approved Site Plan to the Building Inspector.
 - c) Completion of all off-site construction in conformance with the Department of Public Works Standards and Specifications. The Applicant shall submit construction drawings to the Department of Public Works for review and approval for all off-site improvements. This work would include clearing, signage, striping, paving and grading.
 - d) Prior to the issuance of a Certificate of Occupancy, the Applicant's agent (contractor or engineer) shall provide written certification that all site improvements have been installed and constructed in accordance with the Approved Site Plans and the conditions of this Site Plan Approval decision.

- e) The Applicant shall be responsible for cleaning up any sediment carried into either the Town's or abutting property owner's rights-of-way resulting from construction on the site.
- 17) During construction, the Applicant shall conform to all local, state and federal laws regarding noise, vibration, dust, odor, erosion controls, and blocking of Town roads. The Applicant shall at all times use all reasonable means to minimize inconvenience to residents in the general area. Construction on exterior features shall not commence on weekdays before 7:00 AM and shall not continue beyond 7:00 PM and on Saturday before 8:00 AM and ending by 3:00 PM. There shall be no construction on any Sunday or State or Federal legal holiday.
- 18) Sediment tracked onto Fort Pond Road from construction activities shall be swept at the conclusion of each construction day, until all work areas have been properly stabilized.
- 19) In the event of blasting during the construction phase, the Applicant's Blasting Operator shall provide seven days advance notice of the commencement of blasting operations by certified mail to those property owners entitled to a pre-blast inspection pursuant to 527 CMR 1.00 et seq. Copies of said mailing shall be furnished to the Planning Board and the Fire Department. Copies of the blasting monitoring reports, noting any vibrations in excess of that allowable by regulation, shall be mailed to the above-referenced property owners, the Planning Board, and the Fire Department at the termination of the blasting operations. The Blasting Operator shall provide notice to the Planning Board and the Fire Department of any reported damage to real property.
- 20) Outside storage facilities are permitted under this Site Plan Approval, in only those areas indicated on the Approved Site Plans.
- 21) No portable warehouses or trailers may be used for permanent or temporary storage.
- 22) All utility service lines serving the approved project shall be installed underground.
- 23) If applicable, the Applicant shall be responsible for contacting the Lancaster Conservation Commission regarding any requisite permits for the project and shall meet all conditions set by the Commission. The Conservation Commission's Order of Conditions, or any order of the Department of Environmental Protection (DEP), if applicable, regarding this property, shall be made a part of this Approved Site Plan. If there is any inconsistency between the Approved Site Plans and the plans as may be approved by the Conservation Commission or the DEP, the Applicant shall be required to submit an amended plan to the Board for a determination as to whether a modification to this Site Plan Approval is necessary. Such submittal shall be made by certified mail or in hand at a regular meeting of the Planning Board. Said amended plan submitted to the Board shall be accompanied by a letter setting forth

any and all changes from the Approved Site Plans and shall include revised drainage calculations, if applicable.

- 24) No final certificate of occupancy for any building shall be issued in any approved phase until the site improvements and infrastructure (but not the buildings) specified on the plans as applicable to the relative phase are constructed and installed so as to adequately serve said building or adequate security has been provided, reasonably acceptable to the Board, to ensure such completion. Any such performance guarantee shall be approved as to form by the Board's legal counsel.
- 25) Prior to the issuance of the final certificate of occupancy, the Applicant shall submit an as-built plan stamped by a professional engineer and approved by the Board's consulting engineer, to certify that all improvements have been completed in accordance with the Approved Site Plan. No final certificate of occupancy shall be issued until the Planning Board confirms that all improvements or alterations substantially comply with the Approved Site Plan.
- 26) Litter and debris in the parking lots, landscaped and buffer areas shall be removed daily to maintain a neat and orderly appearance.
- 27) The Applicant shall minimize the use of salt in the parking area to reduce any negative impacts to vegetation and ground water. A maintenance plan shall be submitted to the Planning Board prior to the issuance of a Certificate of Occupancy for its approval, after consultation with the Conservation Commission.

TRAFFIC

- 1) No traffic plan required for this project.
- 2) Expansion of travel lane at entryway – see revised plans, dated March 8, 2012.

STORMWATER MANAGEMENT

- 1) The Applicant's registered professional engineer shall prepare guidelines for the operation and maintenance of the stormwater management system subject to the approval of the Board or its agent. In the event that the Applicant, its successors, or agent fails to maintain the stormwater management system in accordance with such guidelines for operation and maintenance, the Town may conduct such emergency maintenance or repairs, and the Applicant shall permit entry onto the property to implement the measures set forth in such guidelines. In the event the Town conducts such maintenance or repairs, the Applicant shall reimburse the Town within 30 days for all reasonable expenses associated therewith; if the Applicant fails to so reimburse the Town, the Town may place a lien on the Development or any unit therein to secure such payment.

- 2) The Building Inspector shall monitor the stormwater detention basins immediately following any rain event during the first year following construction to determine if there is ponding. If basins require longer than 48 hours to drain after cessation of the rain event, then the Applicant is responsible for modification to the outlets.
- 3) The Applicant shall submit cut sheets from the manufacturer of any manholes installed on the site with certification that the manholes are structurally sound.

LIGHTING

- 1) The lighting plan is approved. No additional site lighting, other than shown on the Approved Site Plans, shall be installed without prior approval from the Planning Board.
- 2) Lighting fixtures shall be consistent with the detail sheet that is included in the Approved Site Plans.

LANDSCAPING

- 1) The landscaping plan is approved. Modifications to the landscaping plan approved hereunder may be made subject to further Planning Board review before planting of vegetation.
- 2) If applicable, the landscaped buffers abutting residential properties shall be constructed as early as possible in the development process as weather and site work provisions allow, but not later than thirty days after water service is available on the locus, in order to provide a buffer to adjacent properties.
- 3) Prior to the issuance of a Certificate of Occupancy, the Applicant shall substantially complete the landscaping improvements, as shown on the approved landscaping plan or provide the Planning Board with a performance bond for same. The Applicant shall establish a separate landscaping maintenance bond in the amount of Ten Thousand Dollars (\$10,000.00) to guarantee that landscaping improvements are maintained and survive for at least three growing seasons following the completion of planting.
- 4) All on-site landscaped buffer areas shall be maintained in good condition in perpetuity so as to present a healthy, neat and orderly appearance.
- 5) Irrigation systems installed by the Applicant shall be maintained in proper working order.

SIGNS

- 1) Any application for signage shall be submitted separately to the Building Inspector.
- 2) All signs shall comply with Article 8 of the Zoning Bylaw, unless a variance and/or special permit is granted by the Zoning Board of Appeals.

SPECIAL CONDITIONS

- 1.) This site plan approval is subject to a review of the fire suppression system design by the Lancaster Fire Department.
- 2.) The Applicant shall have up to three (3) years from the date of this site plan approval to complete the project and secure a Certificate of Occupancy.

Sincerely,

Noreen Piazza, *Planning Director*
Community Development and
Planning

cc: Lancaster Planning Board
Lancaster Department of Public Works
Lancaster Police Department
Lancaster Fire Department
Lancaster Board of Health
Hannigan Engineering, Inc.
Haley & Ward, Inc.
Padula Bros., Inc.
William D. Chisholm



**Town of Lancaster
Planning Board
Lancaster, Massachusetts 01523**

**LANCASTER TOWN CLERK
RCUD 2021 NOV 16 PM2:23**

DEFINITIVE SITE PLAN DECISION

700 Fort Pond Road (Assessor's Map 5 Parcel 32P)

At a meeting on April 12, 2021, the Lancaster Planning Board voted 5-0-0 to approve the Definitive Site Plan titled "Site Development Plan; John Deere Dealership" prepared by Hannigan Engineering, Inc. dated February 5, 2021, and filed by United Ag and Turf NE, LLC, applicant, and SRC RC Funding, IV LLV c/o United Ag and Turf NE, LLC, owner. The application involves the construction of a 50 ft by 72 ft addition, 3,600 SF, for additional services and storage.

No proposed changes in site lighting, landscaping, or drainage infrastructure will result from the project. The site is within the EZ (Enterprise Zone) zoning district and within the IPOD (Integrated Planning Overlay District) on a property located at 700 Fort Pond Road (Assessor's Map 5 Parcel 32P), Lancaster, Massachusetts.

The Site Plan was approved with the following conditions:

1. The property shall be thoroughly screened by dense natural vegetation of a suitable height to conceal any storage areas in the rear yard. Moreover, the applicant will extend the existing fence of same material and height approximately 95 feet to the east. The fencing on the west side will be relocated to be approximately 25 feet off the rear property line. A vegetative screen will be installed between the fence and the property line as additional buffer from the existing fill easement to the westerly property line. The existing woodland area between the fence and the property line will be left in its natural state as a buffer to the project.
2. The applicant shall prepare a landscape screen plan detailing the plantings described above. This shall be provided to the Planning Board for review prior to the issuance of the Building Permit for the proposed addition. And further approval of the plan will be contingent on revised drawings that indicate the buffer zone delineation as depicted on a plan submitted by Carron Associates to the Conservation Commission for negative determination of applicability.
3. Product that is stacked on the site in the rear of the property shall be limited to approximately 8 feet in height. It is acknowledged that certain products are taller than 8 feet and these items shall not be stacked.
4. The fencing modifications and the landscape screen shall be installed prior to Occupancy permit being issued. The new plantings shall be properly maintained and watered to ensure success of screening. Any plantings that die within the first two growing seasons shall be replaced by the applicant.

Lancaster Town Offices •

Prescott Building • 701 Main Street Lancaster, MA 01523 • 978-365-3326 •

Hours of Operation: Mon 9a.m. - 5 p.m. • Tue-Thur 9 a.m. - 4:00 p.m. • Fri - closed to public

5. Any use of land within the 100 foot buffer zone that includes parking of vehicles new or used and or other types of equipment should be conditioned through the Conservation Commission either with a Determination of Applicability or a notice of intent filing.

Authorized Planning Board Member,

11/16/2021 Russell A. Wynn **DATE:** 11/16/2021

**SITE DEVELOPMENT PLAN
JOHN DEERE DEALERSHIP
700 FORT POND ROAD
IN
LANCASTER, MASSACHUSETTS
FEBRUARY 5, 2021
REVISIONS THROUGH JUNE 21, 2021**

OWNER

SCR RC FUNDING IV LLC
C/O UNITED AG & TURF NE, LLC
901 BIRMINGHAM AVENUE
LOS ANGELES, CALIFORNIA 90049

APPLICANT:

UNITED AG & TURF NE, LLC
DAVE HAMMOND, CBO
PO BOX 30
FAIRFIELD, MAINE 04937
TEL. (207) 314-1140

GENERAL CONTRACTOR:

D.R. POULIN CONSTRUCTION, INC.
59 DUCK MILL ROAD
FITCHBURG, MASSACHUSETTS 01420
TEL. (978) 353-6740

ENGINEER & SURVEYOR:

HANNIGAN ENGINEERING, INC.
8 MONUMENT SQUARE
LEOMINSTER, MASSACHUSETTS 01453
TEL. (978) 534-1234

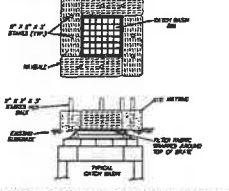


PLAN INDEX

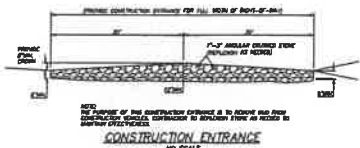
SHEET	1	EXISTING CONDITIONS PLAN
SHEETS	2-3	DEMO / SITE PREPARATION PLANS
SHEET	4	BUILDING ADDITION PLAN
SHEET	5	CONSTRUCTION DETAILS

ISSUED FOR CONSTRUCTION

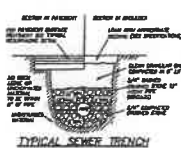
- NOTES:
1. TOTAL SLOPE SHALL BE TEMPORARY SEDIMENT CONTROL.
2. SLOPE SHALL BE 2% MINIMUM.
3. SLOPE SHALL BE 2% MINIMUM.
4. SLOPE SHALL BE 2% MINIMUM.



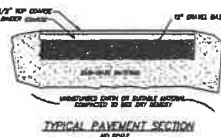
TEMPORARY ROADWAY SEDIMENT CONTROL
NO SCALE



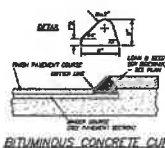
CONSTRUCTION ENTRANCE
NO SCALE



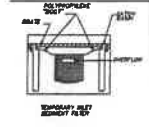
TYPICAL SEWER TRENCH
NO SCALE



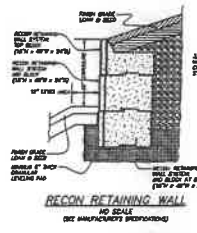
TYPICAL PAVEMENT SECTION
NO SCALE



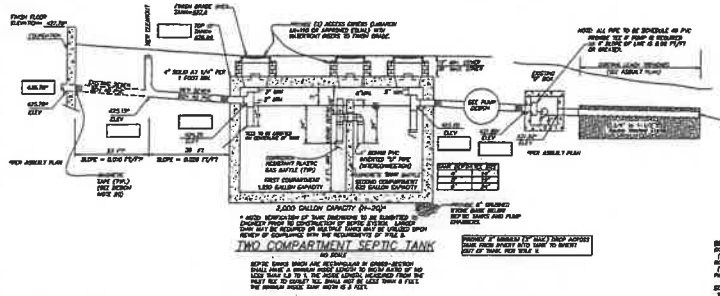
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(BAC - TYPE 2)
NO SCALE



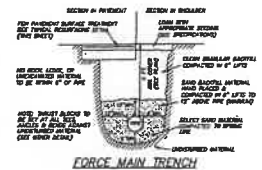
SILT SACK DETAIL
NO SCALE



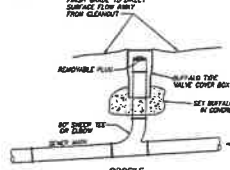
RETAINING WALL
NO SCALE



TWO-COMPARTMENT SEPTIC TANK
NO SCALE



FORCE MAIN TRENCH
NO SCALE



SEWER RISER AND CLEANOUT
NO SCALE

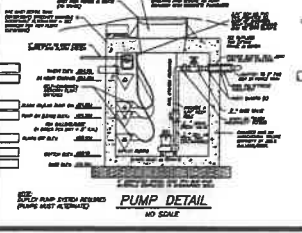
HANNIGAN ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
18 HANCOCK SQUARE
LANCASTER, MASSACHUSETTS 01458
(978) 334-1234 (TX)
(978) 334-1235 (FX)

CONSTRUCTION DETAILS
LANCASTER, MASSACHUSETTS

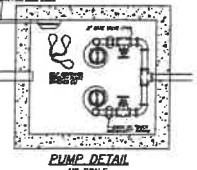
PREPARED FOR:
UNITED AC & TWP. NORTHWEST
SAY, MASSACHUSETTS
PO BOX 30
FARMFIELD, MAINE 04937
TEL: (207) 316-1140

CALC: MSH DRWN: MSH SCALE: 1"=40'
CHKD: MSH APPD: MSH DATE: 3.2001
DWT: JET/ANG FR: 12/20/1992 JOB NO: 2001.1
TAB: SITE SHEET 3 OF 5 PLAN REG-10-21

- PUMP NOTES & SPECIFICATIONS**
- GENERAL:**
1. ALL PUMPS SHALL BE CAPABLE OF HANDLING THE DESIGN FLOW RATE.
 2. ALL PUMPS SHALL BE CAPABLE OF HANDLING THE DESIGN HEAD.
 3. ALL PUMPS SHALL BE CAPABLE OF HANDLING THE DESIGN SOLIDS.
 4. ALL PUMPS SHALL BE CAPABLE OF HANDLING THE DESIGN TEMPERATURE.
 5. ALL PUMPS SHALL BE CAPABLE OF HANDLING THE DESIGN VIBRATION.
 6. ALL PUMPS SHALL BE CAPABLE OF HANDLING THE DESIGN NOISE.
 7. ALL PUMPS SHALL BE CAPABLE OF HANDLING THE DESIGN CORROSION.
 8. ALL PUMPS SHALL BE CAPABLE OF HANDLING THE DESIGN SAFETY.
 9. ALL PUMPS SHALL BE CAPABLE OF HANDLING THE DESIGN MAINTENANCE.
 10. ALL PUMPS SHALL BE CAPABLE OF HANDLING THE DESIGN COST.
- PUMP SYSTEM:**
1. THE PUMP SYSTEM SHALL BE CAPABLE OF HANDLING THE DESIGN FLOW RATE.
 2. THE PUMP SYSTEM SHALL BE CAPABLE OF HANDLING THE DESIGN HEAD.
 3. THE PUMP SYSTEM SHALL BE CAPABLE OF HANDLING THE DESIGN SOLIDS.
 4. THE PUMP SYSTEM SHALL BE CAPABLE OF HANDLING THE DESIGN TEMPERATURE.
 5. THE PUMP SYSTEM SHALL BE CAPABLE OF HANDLING THE DESIGN VIBRATION.
 6. THE PUMP SYSTEM SHALL BE CAPABLE OF HANDLING THE DESIGN NOISE.
 7. THE PUMP SYSTEM SHALL BE CAPABLE OF HANDLING THE DESIGN CORROSION.
 8. THE PUMP SYSTEM SHALL BE CAPABLE OF HANDLING THE DESIGN SAFETY.
 9. THE PUMP SYSTEM SHALL BE CAPABLE OF HANDLING THE DESIGN MAINTENANCE.
 10. THE PUMP SYSTEM SHALL BE CAPABLE OF HANDLING THE DESIGN COST.



PUMP DETAIL
NO SCALE



PUMP DETAIL
NO SCALE

Brian Gingras

From: Dave Hammond <Dave.Hammond@uatne.com>
Sent: Tuesday, February 1, 2022 2:42 PM
To: Brian Gingras
Subject: Set backs

Brian I have started the process with Hannigan engineering to help with is setback issue. Unfortunately, Bill is leaving tomorrow for vacation and will be back Feb 15th. He said he will work on this when he is back. He was going to try to figure out with all the situations if it will be better to file a variance, file for a special permit or do a modification of the site plan. He wanted to think thru the best and quickest way for it to be handled. I assume this email to you will be enough for you to understand that we have started teh process and we do not expect to be paying a \$600 per day violation charge.

thank you for all your help with this.

Dave Hammond | CBO
United Ag & Turf Northeast
Direct (207)314-1140
www.uatne.com



CONFIDENTIALITY. This electronic mail and any files transmitted with it may contain information proprietary to United Ag & Turf NE, LLC, or one of its parents, subsidiaries, or affiliates, and are intended solely for the use of the individual or entity to whom they are addressed, shall be maintained in confidence and not disclosed to third parties without the written consent of the sender. If you are not the intended recipient or the person responsible for delivering the electronic mail to the intended recipient, be advised that you have received this electronic mail in error and that any use, dissemination, forwarding, printing, or copying of this electronic mail is strictly prohibited. If you have received this electronic mail in error, please immediately notify the sender by return mail. Any sales quote contained in this email shall only be valid if the quote is in writing and on a signed United Ag & Turf NE, LLC purchase order form.



**Town of Lancaster
Department of Inspection Services
701 Main St Lancaster MA 01523**

Telephone: 978-365-3326 X1310

**United Ag and Turf
700 Fort Pond Rd
Lancaster MA 01523**

Via Regular and Certified Mail (7021-0950-0001-0505-6214)

**January 25, 2022
Property Address: 700 Fort Pond Rd
RE: ZONING VIOLATION(S)**

Dear Sir,

On January 24, 2022, at 2:15pm an inspection was conducted of the above referenced property, in response to a request received from the Town of Lancaster Select Board regarding the renewal of the Class 1 Dealers License for the location. During the inspection and further review of all site plan approvals and referenced plans, several violations of the Town of Lancaster Zoning Bylaws and State building codes were observed:

1. A Fence has been erected along the rear of the property more than 7' in height requiring a building permit. Said fence must also be 25' from the rear property line as referenced in condition 1 of the Definitive Site Plan decision dated April 12, 2021 (attached)
2. The rear yard is being used for the outdoor storage and display of goods within 100' of the Residential district in Violation of Lancaster Zoning Bylaw 220-11 C(3) (attached) and in violation of Condition 20 of the Planning board Decision dated March 26, 2012(attached)
3. The required side yard is being used for the storage and display of goods in violation of Lancaster Zoning bylaw S220-9 F (3) and in violation of Condition 20 of the Planning board Decision dated March 26, 2012.
4. Outdoor Storage is being stacked more than 8' in height in violation of condition 3 of the Definitive Site plan Decision date April 12, 2021 (attached)

Your immediate attention to this matter is required. To avoid further enforcement action including a fine of up to \$300 per day per violation, each day being a separate violation, and any additional actions allowed per law, State Building Code, or Local Ordinance, you must bring the property into compliance within 14 days of receipt of this notice.


Brian Gingras – Town of Lancaster Zoning Enforcement Officer
CC: Planning, Select Board, Conservation.

978-365-3326 ext 1079

PURSUANT TO M.G.L.A. c.40A, §§8 AND 15, THIS ORDER MAY BE APPEALED TO THE ZONING BOARD OF APPEALS WITHIN THIRTY DAYS OF THIS NOTICE.

ADMINISTRATION, BUDGET AND POLICY

#1



Town of Lancaster
Office of the Town Administrator
701 Main Street, Suite 1
Lancaster, MA 01523

Jeff Nutting, Interim Town Administrator

Kathleen Rocco, Executive Assistant

February 9, 2022

MEMO

To: Select Board

From: Jeff Nutting, Interim Town Administrator

Subject: Initial Warrant for the Special Town Meeting

Please find attached the initial Warrant for the Special Town Meeting. I suggest the Select Board open the Warrant effective 2/16/2022 and close the Warrant at 3:00pm on March 1, 2022.

This will allow the Board to discuss and finalize the Warrant at their meeting on February 28, 2022.

Happy to answer any questions.

**WARRANT SUMMARY FOR
SPECIAL TOWN MEETING WARRANT
MARCH 21, 2022
THE COMMONWEALTH OF MASSACHUSETTS**

Worcester, ss.

To any Constable of the Town of Lancaster in the County of Worcester,

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Lancaster qualified to vote in the elections and Town affairs, to meet at **Mary Rowlandson Elementary School Auditorium, 103 Hollywood Drive, in said Lancaster on Monday, the Twenty-First of March 2022, at 7:00 o'clock in the evening**, then and there to act on the following Articles:

- | | |
|------------------|---|
| Article 1 | Approve Fiscal Year 2022 Capital Expenditures |
| Article 2 | Approve Amended Fiscal Year 2022 Operating Budget |
| Article 3 | Approve Amended Fiscal Year 2022 Water Enterprise Budget |
| Article 4 | Accept Massachusetts General Law Chapter 59, Section 21A |
| Article 5 | Authorize Select Board to execute an easement for National Grid for installing electric vehicles charging stations located at 103 Hollywood Drive |
| Article 6 | Authorize Select Board to execute an easement for installing new utility poles and conduit located on 1250 Lunenburg Road |
| Article 7 | Approve to discontinue as a public way a portion of Old Lunenburg Road |

**WARRANT FOR
SPECIAL TOWN MEETING
MARCH 21, 2022
THE COMMONWEALTH OF MASSACHUSETTS**

Worcester, ss.

To any Constable of the Town of Lancaster in the County of Worcester,

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Lancaster qualified to vote in the elections and Town affairs, to meet at **Mary Rowlandson Elementary School Auditorium, 103 Hollywood Drive, in said Lancaster on Monday, the Twenty-First of March 2022, at 7:00 o'clock in the evening**, then and there to act on the following Articles:

**ARTICLE 1
Finance Committee
Select Board**

To see if the Town will raise and appropriate or transfer from available funds the following sums of money, to be expended by the respective Departments or Officers indicated, for the capital projects and purchases itemized and described herein:

a. Select Board

Amount:	\$15,000.00
Funds to be expended by:	Select Board
Purpose:	Tree Cutting
Funding Source:	Capital Stabilization

b. School Committee

Amount:	\$150,000.00
Funds to be expended by:	Select Board
Purpose:	Boiler Replacement/Temp. Boiler
Funding Source:	Free Cash

c. Select Board	
Amount:	\$80,000
Funds to be expended by:	Select Board
Purpose:	Engineering Services related to Route 117/70 Project
Funding Source:	Free Cash

d. Select Board	
Amount:	\$45,000
Funds to be expended by:	Select Board
Purpose:	Costs associated with Order of Taking related to Route 117/70 Project
Funding Source:	Free Cash

The Finance Committee recommends:

Select Board recommends:

Summary: This article proposes to fund the acquisition of a certain capital items for the Town in FY2022 by transfer from available funds. A majority vote is required for passage of this article.

ARTICLE 2
Amend Fiscal Year 2022 Operating Budget
Select Board

To see if the Town will vote to amend the vote taken under Article 1 of the June 21, 2020 Annual Town Meeting appropriating funds to defray the expenses of the Town for the Fiscal Year beginning July 1, 2020, and, as necessary therefore, to raise and appropriate, transfer from available funds from the Omnibus Operating Budget, by borrowing, by transfer from Overlay Surplus, by transfer from fund balance reserved for school debt or any combination thereof for the purpose of supplementing departmental expenses, and/or to reduce certain departmental expenses or otherwise amend said vote; or act in any manner relating thereto.

Select Board	
Amount:	\$75,000
Funds to be expended by:	Select Board
Purpose:	Property and Casualty Insurance
Funding Source:	Free Cash

Select Board	
Amount:	\$15,000
Funds to be expended by:	Select Board
Purpose:	Legal Budget
Funding Source:	Free Cash

Planning Board	
Amount:	\$8,000
Funds to be expended by:	Planning Board
Purpose:	Contract
Funding Source:	Free Cash

The Select Board Recommend:

Finance Committee Recommend :

Summary: This article proposes to fund the existing FY22 Operating Budget and provide a balanced budget. A Majority Vote is required for passage

ARTICLE 3 Amend Water Enterprise Fund Board of Public Works
--

To see if the Town will amend the Water Enterprise Fund to **\$1,137,367** (One Million One Hundred Thirty-Seven Thousand, Three Hundred Sixty-Seven Dollars) from the Water Enterprise Fund to finance the operation of the Water Department for the fiscal year beginning July 1, 2021 (*detail below*), or act in any manner relating thereto. The operating expenses for the Water Enterprise are entirely funded by water revenue.

I. Water Enterprise Revenues	
User Charges	\$1,122,367
Connection Fees	\$15,000
Water Enterprise Available Funds	0
Investment Income	0
Total Revenues	\$1,137,367
II. Costs Appropriated in the Enterprise Fund	
Salaries and Wages	\$302,202
Expenses	\$416,913
Reserve Fund	\$0
Debt Principal	\$290,000
Debt Interest	\$129,252
Indirect Costs to General Fund	0
Total Costs Appropriated in E. F.	\$1,137,367

The Select Board Recommend:

Finance Committee Recommend:

Summary: This article presents the amended Water Operating Budget for the Town for FY2022. A majority vote is required for passage of this article.

ARTICLE 4
Select Board

To see if the Town will vote to accept Massachusetts General Law Chapter 59 Section 21A or act in any manner relating thereto

The Select Board Recommends:

Summary: *This article proposes to compensate the position of Principal Assessor an additional \$1,000 annually for achieving and maintaining certification*

ARTICLE 5
Select Board

To see if the Town will vote to authorize the Select Board to execute an easement for National grid for the purposes of installing electric vehicle charging stations, or to act in any manner relating thereto

The Select Board Recommends:

Summary: *This article proposes to execute an easement for installing a new utility pole for the Electric Vehicle Charging stations located on 103 Hollywood Drive.*

ARTICLE 6
Select Board

To see if the Town will vote to authorize the Select Board to execute an easement for National grid for the purposes of installing conduit along Lunenburg Road, or to act in any manner relating thereto

The Select Board Recommends:

Summary: *This article proposes to execute an easement for installing a new utility poles and conduit located on 1250 Lunenburg Road*

ARTICLE 7
Select Board

To see if the Town will vote to discontinue as a public way a portion of Lunenburg Road shown as "Old Lunenburg Road 1883 Town Layout" on plan entitled "Plan of Land in Lancaster, Massachusetts" dated July 30, 2013 and recorded with the Worcester District Registry of Deeds in Plan Book 902, Plan 36; and further to authorize the Board of Selectmen to convey any remaining real property interests in said discontinued portion of Lunenburg Road and Parcels B and D as shown on the exhibit attached hereto to Lancaster Property Management, LLC, the abutter; or act in any manner relating thereto.

The Select Board Recommends:

Summary: *This article proposes to abandon a portion of Old Lunenburg Road*

And you are directed to serve this Warrant by posting up attested copies thereof at the South Lancaster Post Office, the Center Post Office, the Fifth Meeting House and the Prescott Building, in said Town seven days at least before the time for holding said meeting. Hereof fail not and make due return of the Warrant with your doings thereon to the Town Clerk at the time and place of meeting aforesaid.

SELECT BOARD OF LANCASTER

Jason A. Allison, *Chairman*

Jay M. Moody, *Clerk*

Alexandra W. Turner, *Member*

CONSTABLE'S CERTIFICATION

I hereby certify under the pains and penalties of perjury that I posted an attested a copy of this Warrant at the South Lancaster Post Office, the Center Post Office, the Fifth Meeting House, and the Prescott Building on the date attested. I further certify that this Warrant was posted in accordance with the By-laws of the Town of Lancaster and the provisions of M.G.L. c.39, §10.

Attest:

Constable Signature

Print

Date: _____

The full text of the Warrant is available in the Prescott Building and Thayer Memorial Library. The Warrant will also be available at Town Meeting.

Kathi Rocco

From: Kathi Rocco
Sent: Tuesday, February 8, 2022 8:25 AM
To: William E. O'Neil (woneil@philbin-oneil.com); Lisa Johnson; Matthew Downing, SLCT Executive Director
Cc: Jeff Nutting
Subject: FW: STM

Good Morning

Please see the email below regarding the STM scheduled for March 21st.

Best,

Kathi

Kathleen Rocco

Executive Assistant / Records Access Officer
Lancaster Select Board
701 Main Street, Suite 1
Lancaster, MA 01523
T: 978-365-3326 x 1201
www.ci.lancaster.ma.us



From: Jeff Nutting <JNutting@lancasterma.net>
Sent: Tuesday, February 8, 2022 8:13 AM
To: Kathi Rocco <KRocco@lancasterma.net>
Subject: FW: STM

From: Jeff Paster <jeffbohaster@gmail.com>
Sent: Tuesday, February 8, 2022 8:11 AM
To: Jeff Nutting <JNutting@lancasterma.net>
Cc: Kathi Rocco <KRocco@lancasterma.net>; Jeff Paster <jeffLBOHaster@gmail.com>
Subject: Re: STM

Good morning Jeff - thanks for asking, please consider the following as advisory vs. mandatory. The BOH face covering mandate may be lifted by 3/21 but if it is, I would require them for the meeting.

1. Seating should be in alternate seats and rows to attempt ~6' distances
2. Omicron BA.2 is becoming dominant and is able to survive on surfaces longer than delta and the other strains, so back to hand sanitizer going in and out of building and auditorium

3. Risk of transmission is directly proportional to time spent indoors, number of people, and proximity, so the moderator should strongly discourage idle or lengthy comments to keep the meeting as brief as possible. Limit warrant to critical items.

On Tue, Feb 8, 2022 at 7:54 AM Jeff Nutting <JNutting@lancasterma.net> wrote:

Good Morning, Jeff

We are scheduling a Special Town meeting for March 21 in the Rowland school auditorium. Beyond masks does the BOH have any suggestions or concerns

Unless the SB votes to add the zoning articles onto the warrant we do not anticipate a large crowd given that the 8 or 10 article are routine.

Any thoughts are welcome

Jeff Nutting

The contents of this email and any attachments are the property of the Town of Lancaster Massachusetts and subject to the Public Records Law, M.G.L. c. 66, section 10. When writing or responding, please remember that the Massachusetts Secretary of State's Office has determined that email is a public record and not confidential.

--

The contents of this email and any attachments are the property of the Town of Lancaster Massachusetts and subject to the Public Records Law, M.G.L. c. 66, section 10. When writing or responding, please remember that the Massachusetts Secretary of State's Office has determined that email is a public record and not confidential.

Jeff Paster

Chair, Lancaster Board of Health

508-380-5185

jeffLBOHpaster@gmail.com

<https://www.ci.lancaster.ma.us/board-health>

Get the Vax! <https://vaxfinder.mass.gov>

Get tested! <https://mass.gov/GetTested>

The contents of this email and any attachments are the property of the Town of Lancaster Massachusetts and subject to the Public Records Law, M.G.L. c. 66, section 10. When writing or responding, please remember that the Massachusetts Secretary of State's Office has determined that email is a public record and not confidential.

#2



COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF LANCASTER

and

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
COUNCIL 93, AFL-CIO
LOCAL 3720**

(CLERICAL UNIT)

JULY 1, 2020 THROUGH JUNE 30, 2023

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ARTICLE 1 UNION RECOGNITION

The Town recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining for full time and regular part time employees of the Town of Lancaster in the following titles: Assistant Town Accountant, Principal Assessor, Assistant Assessor, Finance Technician, Assistant Treasurer, Assistant Collector, Assistant Clerk, Facility Maintenance Specialist, Building Custodian, Office Manager, Local Building Inspector/Zone & Code Enforcement Officer, Administrative Assistant for the Department of Public Works, Youth Services Librarian, Senior Library Technician/Office Manager, Special Collections Assistant/Library, Library Technician, Library Page, Facility Maintenance Worker but excluding all managerial, confidential, casual, and all other employees.

Unless otherwise specified in this Agreement, Town Personnel By-Laws and employee policies control.

§140-34 ("Applicability of Benefits") of the Personnel by-law (dated March 30, 2015) shall define employee benefit eligibility.

ARTICLE 2 UNION DUES

Section 1 The Town shall, for the duration of this Agreement, deduct regular periodic union dues each week from the paycheck of each employee who individually and voluntarily certifies in writing authorization for such deduction. The Town agrees to remit a list of employees who have such dues deducted along with the payment to the AFSCME Council 93 Business Office. The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from any employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the AFSCME Council 93 Business Office, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A.

Section 2 The Treasurer of the Union, in writing, shall submit any changes in the dues schedule to the Employer at least one (1) month prior to the time of deduction.

Section 2A PEOPLE Deduction.

The Town of Lancaster agrees to a voluntary deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Town and the Union. The Town agrees to remit any deductions to the Union together with an itemized statement showing the name of each

employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

The Union agrees to hold the Town harmless related to this deduction.

Section 3 The voluntary authorization for the deduction specified herein shall be as follows:

Date: _____

To: Town Treasurer

PAYROLL DEDUCTION AUTHORIZATION-DUES

(INSERT UNION DUES DEDUCTION CARD)

**ARTICLE 2-A
AGENCY SERVICE FEE**

Section 1 Bargaining unit members who are not members of the Union may volunteer an agency service fee for purposes of a member in good standing (not to exceed local Union dues and subject to rebate in accordance with Union procedures) to the Union.

Section 2 The Town shall, for the duration of this Agreement, deduct the voluntary regular periodic Agency Service Fees each week from the paycheck of each employee who individually and voluntarily certifies in writing authorization for such deduction. The Town agrees to remit a list of employees who have such Agency Service Fees deducted along with the payment to the AFSCME Council 93 Business Office. The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Agency Service Fees from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the AFSCME Council 93 Business Office, who shall provide such information to the town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A.

Section 3 The Treasurer of the Union, in writing, shall submit any changes in the Agency Service Fee schedule to the Employer at least one (1) month prior to the time of deduction.

Section 4 The Union will not involve the Town in any way (including but not limited to discipline or dismissal) in the collection of such voluntary agency fee and will indemnify and save the Town harmless from any involvement under this Article beyond the provisions of Sections 2 and 3 of this Article. The Union must comply with the regulations concerning Agency Service Fees promulgated by the Division of Labor Relations pursuant to M.G.L Chapter 150E, Section 12.

Section 5 The voluntary authorization for the deduction specified herein shall be as follows:

Date: _____
To: **Town Treasurer**

VOLUNTARY PAYROLL DEDUCTION AUTHORIZATION-AGENCY SERVICE FEE

(INSERT AGENCY SERVICE FEE DEDUCTION CARD)

**ARTICLE 3
PROBATIONARY PERIOD**

Section 1 All newly appointed and promoted/transferred employees shall be required to successfully complete a probationary period to begin immediately upon the employee's starting date or promotion/transfer date and to continue for a one (1) year or six (6) month period, respectively. The probationary period shall be used by the Department head to observe and evaluate the employee's working performance. Upon expiration of the probationary period the Department Head shall notify the probationary employee in writing that: the employee's performance meets satisfactory standards and the individual will be retained in the position; or the employee's performance requires additional observation and that the probationary period will be extended an additional period of time not to exceed three months; or the employee's performance, attitude, conduct was unsatisfactory and that termination from position will occur.

Section 2 In the event a unit employee is promoted/transferred but removed from a probationary appointed position as defined in Section 1, then he/she shall revert back to his/her previous position without loss of seniority or benefits.

Section 3 The employee, regardless of probationary or permanent status, at any time during his/her employment may be removed by a Department Head if it is revealed that the employee intentionally falsified information relating to application for employment, was unable or unwilling to perform the required duties, or displayed conduct, habits or dependability which did not merit continuing the employee in the position. The employee shall be notified in writing of

the reasons for the termination and the effective date of the action. The union or employee may not grieve or arbitrate the removal.

ARTICLE 4

SENIORITY

Section 1 The Employer defines seniority as the length of continuous employment since last date of full-time hire. Date of hire shall be defined as the first day of work. No rights or privileges shall accrue to employees based on seniority except as set forth in this Agreement.

Section 2 If an employee is promoted or demoted, volunteers or is forced to move to a different Department, their seniority will be carried with them if within the bargaining unit.

Section 3 Seniority shall be lost and the employee terminated if:

- (a) The employee quits.
- (b) The employee is discharged, provided, however, if a permanent employee's suspension or discharge is reversed under this contract, there shall be no break in seniority.
- (c) The employee is suspended for more than 60 days, the time of suspension is deducted from seniority earned, provided, however, if a permanent employee's suspension is reversed under this contract, there shall be no break in seniority.
- (d) A laid-off employee is not recalled within twelve (12) months.
- (e) An employee, without authorization, fails to return at the expiration of a leave of absence, including unpaid sick leave, provided, however, if the employee is actually physically unable to give notice to the Town, this clause shall not apply until he/she is able to do so.
- (f) An employee is absent from work without authorization for five (5) consecutive days provided, however, if the employee is actually physically unable to give notice to the Town, this clause shall not apply until he/she is able to do so.
- (g) The employee retires.

Section 4 The Employer shall be entitled to rely upon the employee's last known address according to its records. It shall be the employee's responsibility to keep his current address on file with the Employer.

ARTICLE 5 GRIEVANCE AND ARBITRATION

Section 1 Definitions.

For purposes of this Article, a "grievance" shall be defined as an allegation by one party to the Collective Bargaining Agreement that the other party has violated a specific provision of the contract.

Additionally, the term "day" shall be construed to mean "calendar day" throughout this Article.

Section 2 Informal Procedure.

An aggrieved employee and/or the Union may discuss the grievance and attempt to adjust the matter with the Department Head or his/her designee, within ten (10) days after the event arises upon which the grievance is based.

Section 3 Formal Procedure.

STEP 1. If the grievance is not settled informally, the grievance shall be reduced to writing, signed by the employee and the Union and submitted to the Department Head within seven (7) days after the informal procedure has been concluded. If the informal procedure was not invoked, the grievance must be presented within ten (10) days after the event arises upon which the grievance is based. The Department Head shall respond, in writing, within seven (7) days of such submittal.

STEP 2. If not settled at Step 1, the grievance shall be filed in a written document signed by the employee and the Union with the Town Administrator within seven (7) days after receipt of the Step 1 answer. Such filing should include the alleged facts that serve as the basis for the grievance, the Articles alleged to be violated and the remedy sought. The Town Administrator shall, within twenty (20) days of the filing at this Step, discuss the matter with the Union and the grievant and provide a written decision to the Union and the grievant.

If the Department Head is the Town Administrator, then the grievance process shall commence at Step 1 and then go directly to Step 3.

Step 3. If the grievance is not resolved as a result of the written decision of the Town Administrator, the Union may present the grievance to the Board of Selectmen, provided, however, the grievance has been submitted within ten (10) days of receiving the answer at Step 2. The Board of Selectmen shall provide a written answer within fourteen (14)

days from the date of the next scheduled Board meeting after the grievance was submitted for the Board's consideration.

STEP 4.

- (a) If the grievance is not resolved to the satisfaction of the grieving party at Step 3, the grieving party may submit the grievance to the Labor Relations Connection within thirty (30) days of the written Step 3 answer.
- (b) While awaiting arbitration, the parties, by mutual written agreement, may seek assistance from the Department of Labor Relations to mediate the matter short of arbitration. Resolution of the matter through mediation must be mutually acceptable to both parties in order to avoid arbitration.

Section 4 Arbitration Award and Authority of Arbitrator

The decision and the award of the arbitrator shall be final and binding on the Town and the Union.

The arbitrator shall have no power to add to, subtract from, or modify this Agreement and may only interpret such items and determine such issues as may be submitted to him/her by agreement of the parties, however, if the parties are unable to agree upon an issue at arbitration, the arbitrator will decide the issue.

The parties agree that no restrictions are intended on the rights and powers of the Town through this process except those specifically and directly set forth in express language in specific provisions of this Agreement. The arbitrator shall arrive to an award solely upon the facts, evidence and contents as presented by the parties during the arbitration proceedings.

Section 5

A grievance that is not processed within the procedural timelines described above shall not be presented or considered on a later date. The last answer provided shall serve as final resolution of the matter.

Failure of the town to answer the grievance at any step shall be construed by the Union as a denial. As such, if the Union elects to further pursue the grievance it must process the grievance to the next step within the timelines described from the last date that the Town's answer would have been due in order to preserve its rights to further recourse through this Article.

Parties may, by mutual written agreement, waive any steps or timelines in this procedure. Parties agree to share equally the fees and expenses associated with mediation and/or arbitration.

Unless by mutual agreement, the parties agree that identical grievances will be processed by one grievance, the result of which shall be binding on the other grievance(s). Identical grievances herein refer to those arising out of a single incident.

ARTICLE 6 HOURS OF WORK AND OVERTIME

Section 1 One and one-half (1 ½) times the base hourly rate set forth in this Agreement shall be paid for hours actually worked in excess of forty (40) hours per week.

In accordance with the provisions of the Fair Labor Standards Act, an employee may choose to take compensatory time in lieu of overtime pay.

Employees who are regularly scheduled for thirty (30) hours or more per week shall be eligible to receive overtime for any hours actually worked in excess of regular work schedule.

Section 2 No bargaining unit work shall be performed by non-bargaining unit members while bargaining unit members are available. A supervisor performing incidental bargaining unit work shall not be considered a violation of this Section.

The Department Head or designee shall determine the employees needed to perform overtime duties.

"Out of Classification" pay shall be afforded to unit employees working in a higher graded position. Before a lower graded employee can be paid "Out of Classification" pay, the employee must be qualified to perform the duties and assigned by the Department Head to perform the higher position duties, as defined in the Job Description. An employee must perform the duties for a minimum of five (5) consecutive days in order to be eligible for "out of classification" pay which shall be set at the next closest (but higher) step in the next grade.

Section 3 If the Facility Maintenance Specialist is called in to work during other than normal or scheduled working hours for any reason shall be paid, regardless of how long they actually work, a minimum compensation of not less than four (4) hours at time and one-half provided, however, that such compensation shall not be included in the hours worked during the day or the week for purposes of calculating overtime except to the extent of time actually worked during such period.

Compensation under this Article is available when an employee is called in to report to duty before the start of his/her regularly scheduled shift, and he/she works until the regular shift commences. Compensation under this Article is not available when an employee is "held over" to work after the completion of his/her regular shift, or for regularly pre-scheduled work. Call-in or call back is for a specific purpose.

ARTICLE 7 VACATION TIME

Section 1 Vacation leave shall be granted on a fiscal year (July 1 to June 30) basis, based on the continuous service of an employee as of the beginning of a fiscal year in accordance with the following schedule:

- (a) An employee in continuous service of the Town for five (5) years or less at the beginning of any fiscal year (July 1) shall be entitled to ten (10) days of vacation leave with pay provided, however, an employee with less than one year of continuous service shall accrue vacation at the rate of one (1) vacation day per month up to a maximum of ten (10) days for the first year of service. Vacation leave shall begin to accrue from the date of hire.
- (b) An employee having completed five (5) years of continuous service as of the beginning of the fiscal year shall be entitled to fifteen (15) days of vacation with pay.
- (c) An employee having completed ten (10) years of continuous service as of the beginning of a fiscal year shall be entitled to twenty (20) days of vacation with pay.
- (d) Any employee having completed twenty (20) years of continuous service as of the beginning of a fiscal year shall be entitled to twenty-five (25) days of vacation with pay.

Section 2 Employees will be permitted to carry over one (1) week of vacation time to the next fiscal year. Carryover vacation must be used in the first 6 months of the next fiscal year (by December 31) or the employee forfeits that one (1) week of vacation time. The Department head shall authorize vacation leave at such times, in his/her opinion, to cause the least interference with the performance of regular work of the town. Vacation leave shall not be unreasonably denied. Vacation leave may be granted in increments of not less than two (2) hours.

Section 3 [Intentionally omitted]

Section 4 Whenever employment is terminated by death, the estate of the deceased shall be paid an amount equal to the vacation allowance accrued in the vacation year prior to the employee's death but which the employee had not taken. In addition, payment shall be made

for that portion of the vacation allowance earned in any vacation year during which the employee died up to the time of his separation from the payroll.

Section 5 Should a paid holiday occur during the employee's regularly scheduled workweek while the employee is on an authorized paid vacation, an additional day of vacation shall be allowed.

ARTICLE 8 BEREAVEMENT LEAVE

Section 1 Bereavement leave, if necessary, shall be granted to all employed by the Town, not to exceed five (5) consecutive working days. Such leave may be granted only in the event of the death of the employee's parent, child, spouse, domestic partner, brother, sister or parent in law, step children and for foster children living in the employee's household.

Section 2 Two (2) consecutive working days of bereavement leave, if necessary, shall be granted to an employee by the Department Head in the event of the death of the employee's aunt, uncle or grandparent.

Section 3 A "working day" is defined as Monday – Friday, excluding weekends and Town holidays. If employed by the Library, Saturday shall be considered a "working day" if the employee is scheduled to work a Saturday during the requested bereavement period.

ARTICLE 9 PERSONAL LEAVE

Persons employed by the Town at the beginning of each fiscal year (July 1) shall be credited with three (3) days paid personal leave which may be taken during the fiscal year at a time or times requested by the employee and approved by the employee's department head. Any personal leave not used by an employee at the end of any fiscal year (June 30) will be forfeited. Personal leave may be granted in increments of not less than one (1) hour.

Only employees who are scheduled to regularly work twenty (20) or more hours per week (full-time and regular part-time) shall be eligible for personal leave.

ARTICLE 10 HOLIDAYS

Section 1 The Town shall recognize the following holidays on the day on which the Commonwealth of Massachusetts legally observes them, and on these days employees, without

loss of pay, shall be excused from all duty except in cases where the Department Head determines that the employee is required to maintain essential Town services:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
President's Day	Day before Thanksgiving (for 12 noon closings)
Patriots Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving (for employees scheduled to work Fridays)
Independence Day	Christmas Eve (for 12 noon closings)
Labor Day	Christmas Day

Library, only: New Year's Eve (close by 4pm)

Section 2 An employee paid on an hourly basis shall receive one day's pay at the regular rate of the employee's pay based on the number of hours regularly scheduled on the day on which the designated holiday occurs.

Section 3 Holiday pay shall be granted to an employee provided that the employee shall have worked on the employee's last scheduled working day prior to and the next regularly scheduled working day following such holiday, unless s/he was appropriately excused in advance by Department Head.

An employee whose workweek is regularly, or by rotation of shifts, other than Monday through Friday, and whose regular day off falls on a holiday, shall be paid at the employee's regular rate for such day or fraction of such day.

Section 4 Should a holiday fall on a Saturday, the holiday will be observed on Friday. Should a holiday fall on a Sunday, the holiday will be observed on Monday.

Section 5 If the Facility Maintenance Specialist works on Christmas Day (3:00PM December 24 to 6:00PM December 25) and New Year's Day (3:00PM December 31 to 6:00PM January 1), the employee shall be paid two times (2X) his/her base hourly rate set forth in this Agreement for all hours actually worked.

Section 6 Regular part-time employees shall receive holiday pay only if the holiday falls on their regularly scheduled day to work. Reduced-hours employee shall receive holiday pay only if

the holiday falls on the regularly scheduled day to work. Pay will be prorated for hours normally worked.

ARTICLE 11 SICK LEAVE

Section 1 An employee who has completed thirty (30) days of service shall accumulate one (1) day of sick leave per month and thereafter, shall be allowed leave of thirteen (13) days of sick leave for each year of service. In addition, each employee may take two (2) additional days off and designate them to be taken from accumulated sick leave.

Section 2 Sick leave may be granted in increments of not less than one (1) hour.

Section 3 All employees hired after July 1, 2007 shall accumulate sick leave up to a maximum of 120 days. Sick leave shall accumulate to a maximum of 240 days for employees hired prior to July 1, 2007.

Section 4 Sick leave shall be granted to an employee only when the employee is incapacitated from the performance of duties by personal sickness, injury or by exposure to contagious disease or in accordance with applicable federal and state leave statutes.

Section 5 The Department Head shall authorize sick leave. Notification of illness shall be made to the employee's supervisor, if possible, prior to starting time or as soon as practicable thereafter. The Department Head may require a physician's certificate of illness after three (3) consecutive days of sick leave.

Section 6 Sick leave shall be granted for employees for medical appointments, including those of immediate family members. "Immediate family member" shall be defined as spouse, parent, child or legal guardian.

Section 7 Sick Leave Bank

A. Each member of the Union shall be permitted to contribute up to ten (10) days from his/her accumulated sick leave each fiscal year to a Sick Leave Bank that shall be established to aid Union members who suffer prolonged illness and whose sick leave has been exhausted. A member must contribute to the sick leave bank in order to be eligible in accordance with the Sick Leave Bank Committee's guidelines.

B. A member must exhaust all of his/her own leave banks before beginning withdrawals from the Bank. Application for Sick Leave Bank benefits, however, may be made prior to the actual exhaustion of the member's own leave based on employee's anticipated needs.

C. Any member, upon presentation of appropriate medical certification, will be permitted to draw from the Bank a number of days equal to the number of days the member accumulated prior to the onset of the prolonged illness up to a maximum of ninety (90) days. For

the term of this Agreement, no member may draw from the Bank such number of days greater than fifty percent (50%) of the total number of days remaining in the Bank.

D. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of three (3) representatives of the union. It shall be the responsibility of this Sick Leave Bank Committee to review applications for benefits, determine eligibility, obtain proper medical certification, and otherwise administer the Bank.

E. Decisions of the Sick Leave Bank Committee shall not be subject to the grievance and arbitration procedure and the union shall indemnify and hold the Town harmless in processing these requests.

F. The Sick Leave Bank shall be capped at 240 days.

ARTICLE 12 JURY LEAVE

Section 1 Upon application and presentation of an affidavit of jury pay granted, employees called for jury duty shall be paid for the amount equal to the difference between the compensation paid for the normal working period and the amount paid by the court excluding allowance for travel.

Section 2. An employee must notify his/her supervisor within forty-eight (48) hours after receipt of notice of selection for jury duty.

Section 3. An employee called for jury duty who shall be temporarily excused from attendance at Court must report for work if sufficient time remains after such excuse to permit him/her to report to his/her place of employment and work.

ARTICLE 13 MILITARY LEAVE

The Town will provide eligible employee's with military leave in accordance with law. Specifically, the Town will provide leave in accordance with the Uniform Services Employment and Reemployment Rights Act (USERRA) and Massachusetts General Laws, Chapter 149, Section 52A.

ARTICLE 14 INSURANCE

The Town's health insurance premium contribution shall be as follows:

- 80% for the Town and 20% for employees hired on or before June 30, 2017
- 70% for the Town and 30% for employees hired on or after July 1, 2017

ARTICLE 15 REDUCTION IN FORCE

Section 1 The town may do a layoff or reduction in force under the terms of this Agreement. The Town shall determine layoffs based on operational needs, classification and qualifications of employees. Seniority will serve as a tie-breaker.

Section 2 Employees who are laid off will be placed on the recall list for twelve (12) months. During an employees' period on the recall list, reinstatement shall be in reverse order of prior layoffs by classification, provided that he/she is, in the opinion of the Department head, qualified to perform the duties to which he/she is recalled.

Section 3 A senior employee selected for layoff shall have the right to bump a less senior employee of equal or lower graded classification in the same Department, subject to qualifications as determined by the Department head.

ARTICLE 16 DISCIPLINE

Section 1 Employees are expected to conduct themselves in a manner that in no way discredits the Town, public officials or fellow employees.

Section 2 All employees are responsible for observing regulations necessary for proper operation of town departments. Disciplinary actions shall be the responsibility of supervisors and department heads, who shall exercise their responsibility with discretion.

Section 3 Discipline is intended to be corrective and progressive and the parties recognize that more serious infractions require more significant discipline including termination in the first instance. Examples of just cause for disciplinary action shall include, but is not intended to be limited to the following:

- (a) Incompetence or inefficiency in performing assigned duties.
- (b) Refusal to perform a reasonable amount of work or violation of any reasonable official order or failure to carry out any lawful and reasonable directions made by a proper supervisor.
- (c) Habitual tardiness or absence from duty.
- (d) Falsification of time sheets or other Town related documentation.
- (e) Use or possession of illegal narcotics or alcohol while on duty.
- (f) Misuse or unauthorized use of Town property.
- (g) Fraud in securing appointment.

- (h) Disclosure of confidential information.
- (i) Unauthorized leave of absence.
- (j) Conviction of a felony.
- (k) Violation of safety rules, practices and policies.
- (l) Engaging in discriminatory or harassing behavior.

Section 4 The Department Heads and supervisors shall be responsible for enforcing rules and regulations. The type of disciplinary action imposed is at the discretion of the Department Head and is dependent upon the nature of the disciplinary violation. Disciplinary action shall include the following: oral reprimand, written reprimand, suspensions, demotions and discharge. Oral and written reprimands may be grieved but not arbitrated. Oral and written reprimands will be removed from the employee's personnel file after two (2) years if no other discipline is imposed in the interim.

ARTICLE 17 PERSONNEL FILES

Section 1 Personnel records shall be considered confidential and only the employer, employee, or Union, with the employees signed authorization, shall have the right to view or copy said records. Employees shall receive a copy of anything placed in their personnel file. Personnel records shall be governed by M.G.L. c. 149, §52c and M.G.L. c. 150E.

ARTICLE 18 UNPAID LEAVE OF ABSENCE

The Department Head may, at his/her discretion, grant leaves of absences without compensation for periods not exceeding thirty (30) days duration without loss of seniority or benefits and employees shall be entitled to return to the same position held at the time the leave of absence was granted. Department head's decision shall not be the subject of grievance, arbitration or charge.

ARTICLE 19
LABOR MANAGEMENT MEETINGS

Section 1 The Town shall recognize a Labor Management Committee comprised of two unit members appointed by the Union which will meet with two representatives from the Town to discuss ongoing issues from time to time at the request of either party.

Section 2 The parties will make every effort to conduct committee meeting during non-work hours. Committee members will not receive compensation in any form for meetings conducted outside of the normal working hours.

ARTICLE 20
CLOTHING

The Town shall provide the following clothing allowance:

Full-Time Facility Maintenance Specialist	7/01/2017	\$850.00
	7/01/2018	\$875.00
	7/01/2019	\$900.00
Part-Time Facility Maintenance Specialist	7/01/2017	\$100.00
	7/01/2018	\$125.00
	7/01/2019	\$150.00

Clothing allowance shall include the cost of work shoes. Reimbursements shall be made based upon receipts presented to the Town Administrator.

ARTICLE 21
SEPARABILITY AND STABILITY OF AGREEMENT

Section 1 In the event any of the provisions of this Agreement shall be found to be in violation of any law, all other provisions of this Agreement shall remain in full force and effect.

Section 2 No agreement, understanding, alteration or variation of the Agreements terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.

ARTICLE 22 EMPLOYEE EVALUATIONS

Section 1 Performance evaluations are designed to serve the needs of both the employee and employer. An organized program for employee performance will:

- (a) Improve employee satisfaction and potentially reduce employee absenteeism, turnover, and grievance;
- (b) Serve as an important motivational tool and improve the quality of job performance;
- (c) Base personnel actions on objective, accurate and fair appraisals;

Section 2 Performance evaluation of an employee may be made annually by the supervisor within sixty (60) days prior to the anniversary date of initial hire or appointment to present position.

Section 3 Each employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with his/her immediate supervisor and, if requested, with the supervisor of the next higher level than the immediate supervisor who has been assigned to review the performance evaluation.

Section 4 The Town Administrator shall receive all evaluations from the immediate supervisors and shall retain such evaluations, together with any recommendations made on the basis of any such evaluation, and any evidence or materials submitted in support of such evaluation, in the respective personnel file of each employee.

Section 5 The employee may review his/her evaluation with the Town Administrator.

ARTICLE 23 UNION DEVELOPMENT

Section 1 A union officer will receive a leave of absence without pay for one week per fiscal year subject to one (1) months' notice for one (1) Union officer to attend training.

Section 2 Assuming no adverse impacts on operational needs, one (1) Union officer will be permitted time off without loss of pay for the investigation and processing of grievances and arbitration limited to a maximum of two (2) hours per grievance.

Section 3 The Union negotiations committee will be granted time off with pay to prepare for negotiations, not to exceed ninety (90) minutes per session. The negotiations committee will

be permitted to use municipal facilities to prepare. The committee must be limited to two (2) members of the Union during working hours.

Section 4 Negotiations committee members will be granted time off without loss of pay during working hours to conduct negotiations. Union members will not receive compensation in any form for negotiations conducted outside of the normal working hours.

Section 5 The Steward shall be allowed up to 30 minutes for a newly-hired employee to review the Collective Bargaining Agreement, placement confirmation on the salary scale, Membership Application and membership benefits therein within the first 10 days of employment.

ARTICLE 24 BULLETIN BOARD

The Town shall place an enclosed bulletin board at an appropriate location within the Library and Town Hall for the exclusive use of the Union. The bulletin board will be for the purpose of posting official Union notices that contain no inflammatory comments.

ARTICLE 25 JOB OPENING

A. When a new job, which is covered by this Agreement, is created or a permanent vacancy occurs which the Town, in its exclusive discretion decides to fill, a notice of the opening shall be posted on bulletin boards: main Town communication board and Union bulletin board. The opening shall be posted for no less than seven (7) calendar days.

B. While the vacancy is posted and is in the process of being filled, the Town may hire, in its sole managerial discretion, a temporary employee to fill the vacancy at issue.

C. When the Town, based on its operational needs, fills a job vacancy, the following factors shall be considered and, where factors listed below between applicants are relatively equal, length of continuous service shall govern:

- (i) Ability to meet the requirements stated on the job description;
- (ii) Satisfactory performance reviews, if applicable; and
- (iii) Physical ability/fitness to perform the job.

ARTICLE 26 MANAGEMENT RIGHTS

Nothing in this agreement shall limit the employer in the exercise of its function of management and in the direction and supervision of the employer's business. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease

the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline, or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in required skills and physical fitness standards; except where any such rights are specifically modified or abridged by terms of this agreement.

Unless an express, specific provision of this agreement clearly provides otherwise, the employer, acting through the department head or other appropriate officials as may be authorized to act on its behalf, retains all the rights and prerogatives it had prior to the signing of this agreement either by law, custom, practice, usage or precedent to manage and control the department.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this agreement. accordingly, the failure to exercise any right shall not be deemed a waiver.

By making this proposal during regular contract negotiations, or agreeing to discuss a subject, the town does not waive its right to implement a change in a working condition where no contrary provision is included in the contract or where a matter of managerial prerogative is involved, so long as the town meets its bargaining obligation, if any, over the decision and/or impact, in good faith to the point of either agreement or impasse.

ARTICLE 27 WAGES

(See wage scales attached as APPENDIX A).

A. During the term of this Agreement, a cost of living adjustment (COLA) will be paid in each fiscal year of the Agreement, as follows:

Effective July 1, 2020	2.0%
Effective July 1, 2021	2.0%
Effective July 1, 2022	2.0%

B. The Town may convert its payroll to Direct Deposit after providing employees with thirty (30) days' advance notice.

ARTICLE 28 SNOW/INCLEMENT WEATHER CLOSURE POLICY

Safety is the primary concern of the Town. In consultation with the Police and Department of Public Works, it has been determined that the best guideline for closure of the Town Offices,

Library and Lancaster Community Center (LCC), is to close these buildings when the Nashoba Regional School System closes. The Town Offices, Library and Lancaster Community Center (LCC) will have delay openings when the Nashoba Regional Schools have delayed openings.

Following this guideline will allow the Department of Public Works to clear streets first and then more easily clear the parking lots without cars.

When the Town Offices, Library and Lancaster Community Center close under these guidelines, the employees will receive pay for the closed day or portion of a day that falls under their usual work schedule.

All Boards and Committees should take note that when the Town Offices, Library and Lancaster Community Center has been closed for the- day due to inclement weather, any meeting for that day or evening will be also cancelled.

ARTICLE 29 DURATION

This Contract shall remain in full force and effect from July 1, 2020, through June 30, 2023, and from year to year thereafter unless either party notifies the other party prior to January 1st of the final year thereafter, of its desire to terminate or modify this Contract. Such notification shall be by registered United States mail to the responsible signatories of this Contract.

TOWN OF LANCASTER
Board of Selectmen

AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, COUNCIL 93, AFL-
CIO, LOCAL 3720 (Clerical Unit)

Jason Allison, Chair



Heidi Lamb, Union Steward

Jay Moody, Clerk

Alexandra Turner, Member

Date: _____

Date: 1/28/2022

Appendix A Wage Schedule

WAGE SCALE FY2021 - FY2023

July 1, 2020 FY21 2% Jan 1, 2021 Min Wage \$13.50 PAGE	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
	1	13.50	14.01	14.61	15.21	15.84	16.47	17.12	17.81
	2	15.38	16.01	16.66	17.38	18.09	18.81	19.57	20.35
CUSTODIAN	3	16.68	17.57	18.28	19.06	19.84	20.64	21.47	22.33
LIBRARY TECH	3a	17.02	17.93	18.65	19.44	20.24	21.06	21.90	22.77
SPECIAL COLLECTION ASST	4	18.25	19.01	19.81	20.62	21.48	22.33	23.23	24.16
FINANCE TECHNICIAN	5	19.60	20.43	21.28	22.16	23.06	23.98	24.94	25.94
FACILITY MAINT WORKER								-	-
FACILITY MAINT SPECIALIST								-	-
ASSISTANT ASSESSOR								-	-
ASSISTANT TOWN CLERK								-	-
ASST TREAS/COLLECTOR								-	-
SENIOR LIBRARIAN	5a	19.97	20.82	21.68	22.57	23.50	24.44	25.42	26.44
	6	20.25	21.09	22.00	22.89	23.83	24.79	25.78	26.81
ADMIN ASST CDP	7	21.88	22.80	23.75	24.73	25.72	26.76	27.83	28.94
ADMIN ASST WATER/DPW								-	-
YOUTH SERV. LIBRARIAN	7a	22.42	23.37	24.35	25.34	26.37	27.43	28.52	29.66
	8	22.82	23.77	24.77	25.78	26.85	27.93	29.05	30.21
ASSISTANT ACCOUNTANT	9	23.96	24.96	25.98	27.05	28.17	29.30	30.47	31.69
	10	26.15	27.26	28.39	29.57	30.78	32.02	33.30	34.63
PRINCIPAL ASSESSOR	11	29.71	30.93	32.25	32.70	34.95	36.35	37.80	39.31
BUILDING INSPECTOR	12	30.30	31.54	32.85	34.23	35.65	37.08	38.56	40.10

WAGE SCALE FY2021 - FY2023

July 1, 2021 FY22 2% Jan 1, 2022 min wage \$14.25 PAGE	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
	1		14.29	14.91	15.51	16.15	16.80	17.47	18.17
	2	15.69	16.33	16.99	17.72	18.45	19.19	19.96	20.76
CUSTODIAN	3	17.02	17.92	18.65	19.45	20.24	21.06	21.90	22.78
LIBRARY TECH	3a	17.36	18.29	19.03	19.83	20.65	21.48	22.34	23.23
SPECIAL COLLECTION ASST	4	18.62	19.39	20.21	21.04	21.91	22.78	23.69	24.64
FINANCE TECHNICIAN	5	20.00	20.84	21.71	22.60	23.52	24.46	25.44	26.46
FACILITY MAINT WORKER									
FACILITY MAINT SPECIALIST									
ASSISTANT ASSESSOR									
ASSISTANT TOWN CLERK									
ASST TREAS/COLLECTOR									
SENIOR LIBRARIAN	5a	20.37	21.23	22.12	23.02	23.97	24.93	25.93	26.97
	6	20.66	21.51	22.44	23.34	24.30	25.29	26.30	27.35
ADMIN ASST CDP	7	22.32	23.25	24.23	25.22	26.24	27.30	28.39	29.52
ADMIN ASST WATER/DPW									
YOUTH SERV. LIBRARIAN	7a	22.87	23.84	24.83	25.84	26.90	27.98	29.09	30.26
	8	23.28	24.25	25.26	26.29	27.38	28.49	29.63	30.81
ASSISTANT ACCOUNTANT	9	24.44	25.46	26.50	27.59	28.73	29.88	31.08	32.32
	10	26.68	27.81	28.96	30.16	31.39	32.66	33.96	35.32
PRINCIPAL ASSESSOR	11	30.31	31.55	32.89	33.36	35.65	37.07	38.56	40.10
BUILDING INSPECTOR	12	30.91	32.17	33.50	34.92	36.36	37.82	39.33	40.91

WAGE SCALE FY2021 - FY2023

July 1, 2022	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
FY23 2%									
Jan 1, 2023 Min Wage \$15.00	1			15.21	15.82	16.48	17.13	17.82	18.53
PAGE	2								
		16.00	16.66	17.33	18.08	18.82	19.58	20.36	21.17
CUSTODIAN	3	17.36	18.28	19.02	19.83	20.65	21.48	22.34	23.23
LIBRARY TECH	3a	17.71	18.85	19.41	20.23	21.06	21.91	22.78	23.69
SPECIAL COLLECTION ASST	4								
		18.99	19.78	20.61	21.46	22.35	23.24	24.16	25.13
FINANCE TECHNICIAN	5	20.39	21.25	22.14	23.06	23.99	24.95	25.95	26.99
FACILITY MAINT WORKER									
FACILITY MAINT SPECIALIST									
ASSISTANT ASSESSOR									
ASSISTANT TOWN CLERK									
ASST TREAS/COLLECTOR									
SENIOR LIBRARIAN	5a	20.78	21.66	22.56	23.48	24.45	25.43	26.45	27.51
	6								
		21.07	21.94	22.89	23.81	24.79	25.79	26.82	27.90
ADMIN ASST CDP	7	22.76	23.72	24.71	25.72	26.76	27.84	28.96	30.11
ADMIN ASST WATER/DPW									
YOUTH SERV. LIBRARIAN	7a	23.33	24.31	25.33	26.36	27.44	28.53	29.68	30.86
	8								
		23.74	24.73	25.77	26.82	27.93	29.06	30.22	31.43
ASSISTANT ACCOUNTANT	9								
		24.92	25.97	27.03	28.14	29.30	30.48	31.70	32.97
	10								
		27.21	28.36	29.54	30.76	32.02	33.31	34.64	36.03
PRINCIPAL ASSESSOR	11								
		30.91	32.18	33.55	34.02	36.37	37.82	39.33	40.90
BUILDING INSPECTOR	12								
		31.53	32.81	34.17	35.61	37.09	38.58	40.12	41.72



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF LANCASTER

AND

**MASSACHUSETTS COALITION OF POLICE AFL-CIO,
LOCAL 203**

(Police Patrol Officers and Sergeants)

July 1, 2020 through June 30, 2023

TOWN OF LANCASTER
MCOP, Local 203
2020-2023 Police CBA

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ARTICLE I **RECOGNITION**

The Town recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours and other conditions of employment subject to negotiation pursuant to the General Laws of the Commonwealth of Massachusetts in the collective bargaining unit comprised of all regular full-time Police patrolmen and Sergeants of the Town including those certified by the MLRC in Case No. 2989.

ARTICLE II **DUES DEDUCTION- AGENCY FEE**

Section 1 Pursuant to the provisions of Section 17A of Chapter 180 of the Massachusetts General Laws, the Town shall deduct Union dues or initiation fees (as certified in writing by the Union to the Town) for unit employees covered by this Agreement, upon employee-signed authorization (Appendix A). The Town shall transmit total withholdings to the Secretary-Treasurer of the Union or an authorized agent. Dues shall be deducted once per month in a pay period other than the pay period when health insurance deductions are made (this clause shall not apply when deductions are made on a weekly basis).

Section 2 By the tenth (10th) day of the succeeding month, the Town shall remit such deductions to the Treasurer of the Union, together with a list of employees who have authorized dues deductions. The employee may revoke the authorization for deductions at any time upon written request to the Town and by filing a copy of such withdrawal with the Treasurer of the Union.

Section 3 The Town shall incur no liability for loss of dues monies after deposit and forwarded to the Union in the United States mail.

Section 4 Although membership in the Union is not mandatory for any Lancaster Police Officer, benefits gained by the Union are accorded to all employees represented, therefore, an agency service fee equal to an amount which is proportionately commensurate with the cost of collective bargaining and contract and administration shall be paid to the Union by all non-union employees covered by this Agreement. At the election and upon signed authorization by the employee, said agency service fee shall be deducted from wages by the Town in accordance with Section 17G of Chapter 180 of the General Laws of the Commonwealth. Said authorization may be cancelled by sixty (60) days written

notice to the Town. An employee who does not authorize the Town to make weekly payroll deductions as provided herein, shall make the agency service fee payment directly to the Union Treasurer.

No employee shall be obligated to pay Union dues or an Agency Service Fee until thirty (30) days after completion of his initial training at the Police Academy or school to which assigned.

Section 5 The Union shall indemnify and hold the Town harmless against any claim, demand, suit, or other form of liability that may arise out of, or by reason of, action taken by the Town for the purpose of complying with this article or in reliance of any assignment furnished to the Town.

ARTICLE III **NON-DISCRIMINATION**

Section 1 *Reserved.*

Section 2 It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee in his right to join or assist, or refrain from joining or assisting any labor organization.

Section 3 Neither the Town nor the Union shall interfere with, restrain, coerce, intimidate or otherwise discriminate against any employee because of membership or lawful activity in advancing the interests or purposes of the Union, or non-membership or non-participation in such activity.

ARTICLE IV **RESPONSIBLE UNION- TOWN RELATIONSHIP**

The Town and the Union recognize that it is in the best interest of parties, the employees, and the public that all dealings between them are to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Town and the Union and their respective representatives at all levels shall apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative for all employees and new hires covered by this contract. Their purpose is to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

ARTICLE V

MANAGEMENT RIGHTS

Section 1 Subject to this Agreement and applicable law, the Employer reserves and retains its regular and customary rights in the exercise of its function of management and in the direction and supervision of the Employer's business. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change job process; assign work and work to be performed; schedule shifts; hire; suspend; demote, discipline, or discharge for just cause; transfer or promote; layoff because of lack of work or funding; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in required skills; except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Employer, acting through the Police Chief or his/her designee within the Police Department, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the department.

By way of example but not limitation, management retains the following rights:

- to determine the mission, budget and policy of the Department;
- to determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
- to determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
- to determine the methods, means and personnel by which the Department's operations are to be carried out;
- to manage and direct employees of the Department;

- to maintain and improve orderly procedures and the efficiency of operations; to hire, promote and assign employees;
- to transfer, temporarily reassign, or detail employees to other duties;
- to determine the policies affecting the hiring, promotion, and retention of employees;
- to establish qualifications for ability to perform work in classes and/or ratings;
- to lay off employees in the event of lack of work or funds;
- to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned;
- to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- to enforce existing rules and regulations for the governance of the Department and to add to or modify such regulations as it deems appropriate;
- to suspend, demote, discharge, or take other disciplinary action against employees for just cause, to require the cooperation of all employees in the performance of this function, and to determine its internal security practices.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights, as well as any matter dealing with the administration of the Department, shall be final and binding.

By making this proposal during regular contract negotiations, or agreeing to discuss a subject, the Town does not waive its right to implement a change in a working condition where no

contrary provision is included in the contract or where a matter of managerial prerogative is involved, so long as the Town meets its bargaining obligation, if any, over the decision and/or impact, in good faith to the point of either agreement or impasse.

It is understood and agreed by the parties hereto that the Employer does not have to rely on any collective bargaining contract with its employees as the source of its rights and responsibilities and obligations of the employees covered by this contract, that said responsibilities and obligations are to be determined by the Employer except insofar as they may be specifically described herein, and that the failure or omission of the parties to outline or delineate in this contract responsibilities and obligations or employees is not to be relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

Section 2 It is mutually understood and acknowledged that the concept of "4 on and 2 off" work schedule has been discussed in principle. It is hereby agreed that when the Police Department reaches a total of eight (8) full-time officers, a committee comprised of the Chief of Police, one Selectman and one Union member will undertake a study of the question. If the committee votes affirmatively on adopting a 4 on and 2 off schedule, negotiations shall then begin between the Union and the Town.

ARTICLE VI **GRIEVANCE PROCEDURE**

Section 1 Definition: The Term "Grievance" shall mean a dispute concerning the application or interpretation of the terms of this collective bargaining agreement. A claim violation, misinterpretation, or misapplication of the rules and regulations, written policy, or others of the Massachusetts Civil Service Commission issued pursuant to its authority under Chapter 31 of the General Laws of the Commonwealth of Massachusetts.

Section 2 The Grievance Procedure shall be as follows:

STEP 1. The employee and/or the Union shall present the grievance verbally or in form of a memorandum to the immediate superior officer not later than ten (10) calendar days following the date of occurrence. The supervisor shall attempt to adjust the grievance informally. A settlement of the dispute at this level shall not establish a precedent for the resolution of other or similar problems between the employee and his immediate supervisor.

STEP 2. If a grievance is not settled at Step I, it may be presented to the Chief of the Police Department or his designee, provided that it is reduced to writing within ten (10) calendar days after the occurrence of the grievance. The Chief or his designee shall grant a meeting within five (5) calendar days from the date a grievance is presented. A grievance on behalf of any supervisory officer (e.g. Sergeant) may be presented initially at Step 2, provided that it is reduced to writing and presented to the Chief within ten (10) calendar days of its occurrence. The Chief or his designee must provide a written answer within five (5) calendar days from the date of the meeting between the Union and the Chief.

STEP 3. If the grievance is not resolved at Step 2, the Union may present the grievance to the Board of Selectmen, provided however, that the grievance has been submitted in writing within five (5) calendar days of receiving the answer in Step 2. The Board of Selectmen shall provide an answer within fourteen (14) calendar days.

STEP 4. The Union or Town may bring an appeal from an unsatisfactory decision at Step 3 to an impartial arbitrator within fourteen (14) calendar days of the answer received in Step 3. The grievance shall be submitted to an arbitrator mutually agreeable to both parties. In the event that an arbitrator cannot be agreed upon, an arbitrator will be selected under the rules of the American Arbitration Association. The parties shall share the fees and expenses of the arbitrator equally. The decision or award of the arbitrator shall be final and binding to the extent permitted by and in accordance with applicable law specifically including Chapter 31 of Massachusetts General Law, and shall not abridge or diminish any of the rights or obligations of the Civil Service Commission pursuant to said Chapter 31, and shall be limited solely to the application and interpretation of this contract, and shall not add to, subtract from, or modify such contract. The arbitrator shall be urged to hold a hearing and submit his or her decision in a timely fashion.

Section 3 Any grievance of a majority of Union members and which concerns the misinterpretation, inequitable application, violation, or failure to comply with the provisions of this Agreement shall be filed at the option of the Union at Step 3 of the Grievance procedure without resort to previous steps.

Section 4 If a decision satisfactory to the Union at any level of the grievance procedure is not implemented within a reasonable time, the Union may institute a grievance at Step 3 of the Grievance Procedure.

Section 5 If the Town denies the grievance or fails to respond within any time limit prescribed at any step in the grievance procedure, the grievant and/or Union may invoke the next step of the grievance procedure. Time limits may be extended by mutual agreement of the parties. A grievance not initiated or moved to the next step within the time limits contained in this article shall be deemed waived. Failure of the Union to appeal a decision within the time limits 5 specified shall mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

ARTICLE VII **NO STRIKE CLAUSE**

Section 1 No employee covered by this Agreement shall engage in, induce or encourage any strike (whether sympathetic, economic, or otherwise), work stoppage, slowdown, or withholding of services in the form of a sickout or otherwise. The Union agrees that neither it nor any of its members or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, withholding of services or sickout.

Section 2 Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, withholding of services, or sickout, the Union shall forthwith disavow any such strike, work stoppage, slowdown, withholding of services, or sickout, and shall refuse to recognize any picket line established in connection therewith.

Section 3 In consideration of the performance by the Union of its obligations under Sections I and II of this Article, there shall be no liability on the part of the Union or its officers or agents for any monetary damages resulting from the unauthorized breach of the Agreement as contained in this Article by individual members of the Union.

Section 4 The Town may impose disciplinary action, including discharge, upon any and all of the employees involved in a violation of this Article, provided however, that an issue of fact as to whether an individual has engaged in such activity may be subject to the grievance and arbitration procedures set forth herein.

Section 5 The Town agrees that during the term of this Agreement, it shall not lock out any employee covered by this Agreement.

ARTICLE VIII
SENIORITY

Section 1 For the purpose of this Agreement, Departmental Seniority shall commence for each employee upon the date of his permanent assignment to his/her classification or rank in the Lancaster Police Department.

Section 2 For the purpose of Retirement, seniority shall accrue and be broken in accordance with the Civil Service Laws of the Commonwealth of Massachusetts, Chapter 31, and rules and regulations promulgated thereto.

Section 3 Any job classification within the Department represented by the Union will be filled in accordance with the Civil Service Laws of the Commonwealth of Massachusetts, Chapter 31, and rules and regulations promulgated thereto.

Section 4 All seniority date shall be posted in accordance with MGL Chapter 31

ARTICLE IX
LAY-OFF

If the Town finds it necessary to lay off employees, layoffs shall be implemented pursuant to Chapter 31 of the General Laws of the Commonwealth of Massachusetts, also known as the Civil Service Laws, and any rules and regulations promulgated thereto.

ARTICLE X
APPOINTMENTS

All appointments to the Lancaster Police Department as represented by the Union, including promotions to higher classifications, shall be in conformance with the Civil Service Laws of the Commonwealth of Massachusetts, Chapter 31, and rules and regulations promulgated pursuant thereto.

ARTICLE XI
EMPLOYEE EVALUATIONS

Section 1 All members of the bargaining unit shall be evaluated annually on or about his/her date of hire, based on the criteria contained in the officer's job description, specific job-related goals, and the overall mission of the Department.

Section 2 It is agreed that the sole purpose of a performance evaluation is to enhance communication within the Department and to assess individual training needs.

Section 3 The shift/immediate supervisor will conduct the first level employee evaluation. The Chief of Police shall be the final evaluator of every unit employee. Employees may provide comments on the evaluation form with the evaluator present.

Section 4 Probationary employees will be evaluated in accordance with guidelines established through the Department's Field Training Program, when established.

Section 5 Employee evaluation files shall be maintained in a locked file in the Police Chiefs Office. A copy of all evaluation forms shall be provided to the Board of Selectmen. All forms shall be marked "CONFIDENTIAL".

Section 6 There shall be separate and distinct evaluation forms used for Patrol Officers and Sergeants. Evaluation forms are attached to this Agreement as "Appendix C" and "Appendix D".

ARTICLE XII
DISCIPLINE

The employer may suspend, demote or discharge any employee for just cause and in accordance with Civil Service procedures. Probationary employees are specifically exempt from the "just cause" requirement and may be discharged without cause.

ARTICLE XIII
HOLIDAYS

Section 1 The Town recognizes and all full-time employees shall be entitled to the following days as paid holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Patriots Day,

Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

ARTICLE XIV
SAFETY AND HEALTH ·

Section 1 The Town shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, and the employees will be expected to cooperate with the Town.

Section 2 Safety is a concern for the Town and the Union. The Town and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of safety on the part of all employees to provide for their own safety, their fellow employees, and the general public.

Section 3 At the discretion of the Chief of Police, union members will be allotted thirty (30) minutes per shift to exercise in the fitness center of the Police Station

ARTICLE XV
OVERTIME

Section 1 Overtime at the rate of one and one-half times the employee's regular hourly rate of pay shall be paid for any time worked in excess of forty hours per week.

Section 2 Each work shift (3 shifts daily, 365 days per year) will be staffed by at least one full-time regular police officer. In the event a full-time regular police officer is unavailable to work an assigned shift or scheduling difficulties fail to provide a regular full-time officer to work a designated shift, the Chief of Police will offer that particular shift or tour of duty to another full-time regular police officer. The Chief shall accomplish this assignment of overtime from a list of all full-time regular police officers that shall be offered the overtime work on a system of rotation. It is the intention of the parties that each shift throughout the term of this Agreement shall be staffed by at least one full-time regular police officer and overtime will be utilized to accomplish this goal. It is further agreed that for the purpose of this paragraph, the Chief of Police will be considered a full-time regular police officer.

Section 3 Employees are guaranteed a minimum of four (4) hours pay for any call back at one and one-half times (1½x) their regular rate of pay.

ARTICLE XVI **SICK LEAVE**

Section 1

A. Each full-time employee shall have available thirteen (13) days sick leave each fiscal year accrued on the basis of two hours per week. Sick leave not used in any fiscal year shall be accumulated from year to year to a maximum for two hundred and forty (240) days. All union members hired after July 1, 2008 shall accumulate a maximum of one hundred and twenty (120) days.

B. Light Duty Assignments

In the event that an officer has been injured on duty, the Chief of Police at his discretion may require that officer to perform certain light duty. A Town designated physician shall examine and evaluate each injured officer and then confer with the officer's own physician to determine whether or not the officer is capable of performing the specified light duty assignments, if they disagree, then they shall jointly designate a neutral physician agreeable to both, who will examine the officer and make a final determination as to whether or not the officer is capable of performing the specified light duty assignment. Pending receipt of the neutral physician's determination, the officer shall continue to be granted leave without loss of pay for that period. The cost of the neutral physician shall be borne equally by the Union and Town. Light duty assignment shall consist of making and answering radio and telephone calls, filing, making warrant checks, completing reports, providing arrest information, processing arrest forms and other duties of similar nature. Light duty assignments shall also consist of preparing and presenting special programs for schools, clubs and civic organizations. All light duty assignments will take place during the daytime.

Section 2 Upon return to work following a sick leave in excess of four (4) consecutive work days, an employee may be required to undergo a medical examination to determine his/her fitness for work. A physician of his/her choice, if he/she desires, may examine the employee.

If the appointing authority or Chief has reason to believe that sick leave is being abused, the appointing authority or Chief may require the submission of satisfactory medical evidence. Failure to produce such evidence within seven (7) days of such request may, at the discretion of the appointing authority, result in denial of sick leave for the period of absence.

Section 3 Whenever a holiday falls on a day an officer is regularly scheduled to work and that officer is legitimately ill on that day, he or she shall be entitled to utilize any available sick leave benefits and shall receive pay for the holiday.

ARTICLE XVII **VACATION LEAVE**

Section 1

Permanent full-time employees are entitled to vacation each year on the following basis:

1. Less than twelve (12) months service as of July 1st: one (1) day of vacation for each five (5) weeks of service from date of hire to July 1st up to a maximum of ten (10) days.
2. After one (1) year of service through four and one-half (4 ½) years of service: Ten (10) days.
3. After four and one-half (4 ½) years of service and through nine and one-half (9 ½) years of service: fifteen (15) days.
4. After nine and one-half (9 ½) years of service: twenty (20) days.
5. After twenty (20) years of service: twenty-five (25) days.

For point of definition, one week of vacation is equivalent to five (5) scheduled workdays.

Section 2 Insofar as possible, each employee shall be granted a minimum of two (2) weeks of his earned vacation during the period beginning June 1st and ending September 30th of each year. Each employee according to seniority in classification shall choose such vacation. All vacation requests will be submitted by April 1st and confirmed by April 15th of each year.

Section 3 During a specified vacation period, no employee shall be required to work a regular tour of duty for himself or another employee.

Section 4 An employee may elect to take his vacation a day at a time, subject to the approval of the Chief or his designee, which may not be unreasonably withheld. At least twenty-four (24) hours' notice must be given to the Chief when requesting his approval for a day or night's vacation. Officers shall request vacation leave in a timely manner. When the weekly work schedule is posted, leave requests indicated on the schedule shall be considered granted and a senior officer shall not be permitted to displace another officer from the schedule.

Section 5 An employee who is eligible for vacation under the provisions hereof and whose services are terminated by dismissal through no fault or delinquency of his own, or by entrance into the armed forces, shall be paid for any unused portion of his vacation allowance earned in the vacation year up to the last day worked on a prorated basis during which/ such dismissal or entrance into the armed forces shall occur up to the time of the employee's separation from the payroll.

Section 6 Upon the death of an employee who is eligible for a vacation under the provisions hereof, payment shall be made to the beneficiary designated by the employee for Town insurance purposes in an amount equal to the unused vacation allowance earned in the vacation year during which the employee died up to the time of his separation from the payroll.

Section 7 An employee who retires on or after January 1st in any calendar year will be paid for any vacation earned for that calendar or vacation year, less any vacation taken during the fiscal year of retirement.

Section 8 Reserve officers can be used to fill shifts as required when benefits under this Article are used, provided one (1) full-time officer is on duty; however, officers have the right of first refusal to cover overtime triggered by vacation leave..

ARTICLE XVIII
PERSONAL LEAVE

Each officer shall be entitled to three (3) Personal days and may accumulate up to forty (40) compensatory hours, which when used may be re-accumulated to not ever exceed forty (40) hours. In addition, each officer may take five (5) additional days off and designate them to be taken from accumulated sick leave. Compensatory time shall be used in four (4) hour increments.

The benefits as set out in the preceding paragraph are subject to the following restrictions:

- (a) The benefits are not to be taken on a statutory holiday.
- (b) Reserve officers can be used to fill shifts as required when benefits under this Article are used, provided one (1) full-time officer is on duty; however, officers have the right of first refusal to cover overtime triggered by personal leaves.
- (c) Officers seeking leave under this section shall notify the Chief or supervisor no less than four (4) hours prior to their scheduled shift.
- (d) The Chief of Police may not deny a personal or compensatory time request, provided that the request is compliant with paragraph (c) of this article
- (e) No two (2) officers can be on personal leave on the same shift.

ARTICLE XIX
PAID DETAILS

Section 1 Town Details, Schools, Town Hall and Meetings

- A. The rate of pay shall be at one and one-half times (1½x) the hourly rate of the employee involved.
- B. If said details or special details are cancelled due to inclement weather or for any reason without at least two (2) hours' notice to the Police Department prior to the start time of the scheduled detail, said officer accepting said detail or special detail shall receive a minimum of four (4) hours pay at the hourly rate.
- C. The minimum guarantee shall be four (4) hours.

Section 2 Other Details

- A. Effective July 1, 2020, the Police Detail rate will be the equivalent of the pay of a police sergeant Overtime rate, plus \$1.00.
- A-1. Emergency Detail Rate. Union members responding to details with less than 60 minutes' notice will receive an additional \$5/hour above the normal detail rate.
- B. If said detail or special detail is cancelled due to inclement weather or for any reason without at least 4 hours' notice to the Police Department prior to the start time of the scheduled detail said officer accepting said detail or special detail, shall receive a minimum of four (4) hours pay at the detail rate in effect at that time.
- C. The minimum guarantee shall be four (4) hours. All details in excess of four (4) hours but less than eight (8) hours shall be billed as eight (8) hours.
- D. Time worked in excess of eight (8) hours shall be paid at one and one-half times (1½x) the hourly detail rate of the employee involved.
- E. The Town and the Union acknowledge that the Chief of Police possesses the discretion to determine the appropriate level of service in the Town to ensure public safety. Therefore, notwithstanding any regulations or guidelines to the contrary, the Chief of Police has the discretion to require the presence of a sworn police officer, employed on a paid detail basis, in all instances where there is a street opening or any work to be done in a public or at any public function in Town. The Chief shall have the further discretion to determine the number of officers assigned to any such instance necessary to maintain public safety.
- F. Non-Town details, between the hours of 6:00 pm and 6:00 am, shall be paid at the applicable private detail rate plus an additional \$10.00/hour.

Section 3 An administrative surcharge of ten percent (10%) shall be paid to the Town by the party paying for detail or special detail. This administrative surcharge shall not be reflected in any payments to the employee working the detail.

Section 4 All paid details shall first be offered to unit members on a rotating basis in accordance with a roster maintained at the Police Station. Bargaining unit members shall be offered all available details regardless of scheduled shift. Details shall be filled in the order in which they are received. It is the goal of the Department that in-town details are filled by Lancaster officers.

Section 5 Definition: The term "Detail" shall mean any non-municipal function, public or private, requiring additional manpower in addition to the officers assigned to the regular shift, to include but not limited to any type of construction work or road work in which the safe flow of traffic is interrupted.

Section 6 Retired police officers are permitted to perform paid details. Officers will be assigned details in the following order of priority: Full-time, retirees, part-time/reserve.¹

ARTICLE XX **EDUCATIONAL INCENTIVE**

Section 1 The Town shall pay for tuition and costs of materials for any training courses taken by the employee that are mandated by the Commonwealth of Massachusetts for police officers at the discretion of the Chief of Police.

Section 2 Effective July 1, 2015, each employee shall receive an additional payment once each year when the following criterion has been met:

Master's Degree in an approved Program	\$5,000
Bachelor's degree in an approved Program	\$4,500
Associate's Degree in an approved program	\$3,500

¹ The Town and the Union will make an effort to confirm Town Meeting approval of this amendment to the Agreement.

Section 3 Payments made under Section 2 shall be at the request of the employee upon such verification as the Town may reasonably require.

Section 4 Officers as required by the Chief of Police shall undertake training.

Section 5 At the Officer's discretion, the payments set forth in Section 2 above may be taken in one lump sum or in equal payments in three (3) consecutive pay periods.

ARTICLE XXI **UNIFORM ALLOWANCE**

The Town shall provide a Uniform Allowance per employee to purchase the employee's uniform and equipment, as follows:

Effective 7/01/2017	\$1,000.00
Effective 7/01/2018	\$1,150.00
Effective 7/01/2019	\$1,300.00

A maximum of One Hundred Dollars (\$100.00) of the allowance may be used for uniform cleaning. All purchases require prior approval from the Police Chief. Payments shall be made to either a vendor or employee, subject to the approval of the Police Chief. A voucher shall accompany all applications for payment.

During the first year of employment, all new officers shall be granted an additional one-time uniform allowance of One Thousand Dollars (\$1,000.00)

ARTICLE XXII **TRAVEL EXPENSE**

The Town shall reimburse an employee for the use of his/her private automobile at the rate other Town employees are reimbursed, currently the IRS rate. In addition, should the Town of Lancaster increase the mileage allowance for any other Town employee, it shall without further

negotiation, increase the allowance under this Article to the same amount. Union members will also be allowed reimbursement of meals at the same rate as all other municipal employees.

ARTICLE XXIII **WAGES**

Section 1 PATROL OFFICER WAGES

A. Base wage increases as follows:

Effective July 1, 2020	2%
Effective July 1, 2021	2%
Effective July 1, 2022	2%

See Appendix A

Persons appointed to positions shall be paid at the starting rate, provided however, the Appointing Authority may authorize compensation at a higher rate on the basis of exceptional qualifications or a lack of qualified applicants available at the starting rate of pay.

ACTING & PERMANENT SERGEANT COMPENSATION

Upon the appointment of an officer to the position of Acting Sergeant, he/she shall receive a salary equal to one-half (1/2) the difference between the maximum salary for a Patrolman and the maximum salary for a Permanent Sergeant. This provision shall only apply when an officer is appointed to the position of Acting Sergeant and not when occasionally required to perform such duties. See Appendix A.

Section 2 WORKING OUT-OF-GRADE COMPENSATION

Any officer acting as Chief of Police for more than three (3) consecutive days shall receive the next highest above his current rate of pay in the grade in which he/she is filling, retroactive to the first day.

Section 3 SHIFT DIFFERENTIAL COMPENSATION

Second Shift:

Any officer working the hours defined within the second shift (1600 to 2400) shall be paid the following additional amount:

Effective July 1, 2017	\$.45/hour
Effective July 1, 2018	\$.50/hour
Effective July 1, 2019	\$.55/hour

Third Shift:

Any officer working the hours defined within the third shift (2400 to 0800) shall be paid the following additional amount:

Effective July 1, 2017	\$.80/hour
Effective July 1, 2018	\$.90/hour
Effective July 1, 2019	\$1.00/hour

Section 4 OFFICER-IN-CHARGE COMPENSATION

The Chief of Police shall designate a Sergeant to post and maintain a schedule of officers for patrol shifts. The Sergeant will make every effort to ensure supervision on all shifts. If a supervisor is not assigned to a shift, the senior officer shall be considered the Officer-in-Charge (OIC). In the event the senior officer refuses to accept the OIC designation, the next senior-most officer on that shift shall be offered the designation. In the event no bargaining unit member on a particular shift accepts the OIC designation, it shall not be offered to a Reserve Officer. The Dispatcher shall be notified of the Officer-in-Charge and the name shall be entered on the shift log. The OIC will be responsible for all activity on the shift and shall be compensated at the Acting Sergeant's rate of pay.

Section 5 The Town agrees, if at any time during the term of this Agreement the Town negotiates a higher total percentage base wage increase for the same period with any other Town bargaining unit (excluding the public school bargaining units and JLMC awards), at the request of the Union, the Town will engage in good faith re-opener negotiations.

Section 7. All forms of compensation will be made via direct deposit. Town agrees to submit payments to multiple accounts.

ARTICLE XXIV **SHIFTS**

Section 1 SHIFT BIDDING

Work shifts shall be bid and awarded on a seniority basis. The bidding and awards shall take place three (3) times each year, on or about January 1, May 1, and September 1.

Section 2 MUTUAL SHIFT EXCHANGE

All full-time employees will be allowed to exchange shifts provided it can be done at no cost to the Town and no reduction in manpower for the particular shift. Prior approval of the Chief of Police shall be required in each instance where the officer wishes to exchange shifts. When an officer accepts a mutual swap shift and fails to report to duty due to sickness, the accepting officer will be charged eight hours sick leave. A Reserve Officer may then fill the shift.

Section 3 DAY SHIFT SUPERVISION

The Supervisor regularly assigned to the day shift (Monday through Friday) shall be a permanent uniformed officer. A Supervisor, for the purposes of this section, shall include an Acting Sergeant, Sergeant, Acting Chief, Chief, or other superior officer.

ARTICLE XXV **MISCELLANEOUS PROVISIONS**

Section 1 FEDERAL AND STATE LAWS

In the event any-federal or state law conflicts with the provisions of this Agreement, the provisions(s) affected shall no longer be operative or binding upon the parties, however, the remainder of the Agreement shall continue to be in full force and effect. This Agreement and each of its provisions are expressly made subject to Massachusetts Civil Service Law, Chapter 31, and in no way are intended to, nor do they in any manner reduce, lessen, diminish, nor impair the rights and obligations of the Civil Service Commission as set forth in said Chapter 31 of the Civil Service

Laws of the Commonwealth of Massachusetts. The provisions of this Agreement are further subject to and are governed by all applicable existing and future laws and regulations and amendments of the Civil Service Laws, which are deemed applicable to this Agreement.

Section 2 UNION BUSINESS

One (1) employee designated by the Union shall be granted reasonable time off to conduct Union business, subject to the needs of the Department as determined by the Chief. Such time off shall be without pay and not exceed five (5) days per contractual year, but shall be considered as time worked for the purpose of determining step increases, if any, and other benefits due said employees. The Union further agrees that the Town shall not be required to pay time and one-half to any employee required to fill in for said employee during his absence due to Union business. No Union representative on duty shall suffer a loss in pay while attending any Union-Town Meeting. The Union agrees that the provisions of this Article will not be abused and the Town agrees that requests for time off for Union business shall not be unreasonable denied.

Section 3 AMENDMENTS

Any provision of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement. In the absence of such mutual consent, the parties agree that this agreement represents the full Agreement of the parties on all matters which are negotiated or which could have been subjects of negotiation. No such amendment shall bind the parties hereto unless made and executed in writing by the parties hereto. .

Section 4 LEAVE OF ABSENCE

The Chief may recommend leaves of absence without pay for any reasonable purposes for a limited period, however, not to exceed three months. Thereafter, such leaves may be extended or renewed up to a maximum total period of one (1) year. All such leaves shall be subject to review and approval of the Board of Selectmen.

Section 5 MILITARY LEAVE

All employees who are in the National Guard or in the Armed Forces Reserve will be paid the difference between their regular pay and their military pay for up to fifteen (15) working days per year for any time spent on temporary duty.

Section 6 BEREAVEMENT LEAVE

Up to four (4) days paid leave shall be granted by the Chief to an employee for any work days missed due to the death of his father, mother, child, spouse, domestic partner, sister, brother, parent-in-law, or grandparent. Union members will receive a funeral day for the death of their aunt, uncle, or first cousin.

Section 7 COURT TIME

1. Any member of the bargaining unit who attends any session of Court in his capacity as a police officer at a time when he would not be regularly scheduled to be on duty shall be paid at time and one-half.

2. A minimum guarantee of four (4) hours pay at time and one-half shall be granted in all cases where the time was less than four (4) hours except in the case where the four hour period overlaps with a scheduled shift at which time the officer will be paid according to the regular schedule during shift time.

Section 8 GROUP LIFE INSURANCE

The Town will furnish all members of the bargaining unit with Twenty Thousand Dollars (\$20,000.00) Life Insurance and Forty Thousand Dollars (\$40,000.00) Accidental Death Coverage on or off duty. Upon the employee's retirement, the Life Insurance will be reduced to One Thousand Dollars (\$1,000.00) and the Accidental Death Coverage will be discontinued.

Section 9 HEALTH INSURANCE

The Town's contribution to all "rate saver" HMO plans shall Eighty Percent (80%) Effective 6/1/2011. The Town's contributions to all "legacy" HMO plans shall be Seventy Percent (70%) effective 7/1/2011.

Section 10 RESIDENCY

Employees are not required to live within the boundaries of the Town of Lancaster, but shall be required to live within fifteen (15) air miles of Lancaster Town Hall. An employee shall also be required to have a telephone in his residence and the number maintained on a list at the Police Station.

Section 11 DAMAGE TO VEHICLES

The Town will pay an officer up to \$300.00 for a vandalism loss if the officer can demonstrate that it was vandalism incurred at the Lancaster Police Station and compensable under the Standard Massachusetts Automobile Policy as a vandalism claim and that the vehicle has vandalism coverage. Payment shall be made only to the auto repair shop that provided the repairs. The Officer must agree to use reasonable effort to ascertain the identity of the vandals and seek their conviction. Restitution shall be assigned to the Town of Contract. The Officer must present a bill from the repair shop verifying that it was the result of vandalism and the total repair cost.

Section 12. Town agrees to pay for a bargaining unit member's MA License to Carry a Firearm.

Section 13. Town agrees to pay for any mandated or approved (by the Chief) training that any member is required to attend.

Section 14. The Department, on a voluntary basis, will train and provide a less than lethal force option, specifically Tasers, to fulltime police officers only.

ARTICLE XXVI
RULES AND REGULATIONS

Section 1 The parties agree that they will meet to discuss implementation of new rules and regulations for the Police Department, subject to the parties' respective bargaining obligations under M.G.L. c. 150E.

Section 2 The Rules and Regulations of the Lancaster Police Department are those set forth in the "Manual of Rules and Regulations".

ARTICLE XXVII
STABILITY OF AGREEMENT

Section 1 The failure of the Town or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the rights of the Town or the Union to future performance of any such term or condition, and the obligations of the Union or the Town to such. Future performance shall continue in full force and effect.

Section 2 The provisions of this Agreement supersede any conflicting or inconsistent rule or other regulation promulgated by the Department. In the event that any mandatory statute(s) (as distinguished from Permissive Statutes) relating to the members of the Police Department, provides or sets forth benefits or terms in excess of or more advantageous to the employee than the benefits or terms of this Agreement, the provisions of such statute(s), to the extent not forbidden by law, shall prevail. In the event this Agreement provides or sets forth benefits or terms in excess of or more advantageous to the employees than those provided or set forth in such statute(s), the provisions of this Agreement shall prevail to the extent permitted by law.

Section 3 Notwithstanding any other provisions of this Agreement to the contrary, it is expressly understood and agreed that an employee governed by this Agreement may bring to the attention of the Board of Selectmen through the grievance procedure all matters which fall within the scope of working conditions and work practices. A grievance filed under this shall not be subject to Step 4.

ARTICLE XXVIII
SAVINGS CLAUSE

If any Article of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

ARTICLE XXIX
TERM OF AGREEMENT

This Agreement shall be in effect July 1, 2020, and shall continue in force through June 30, 2023, except as otherwise provided herein.

Should either or both parties desire to modify this Agreement, they must notify the other party in writing at least ninety (90) days prior to the annual anniversary date of the Agreement that a modification is desired.

In the event such notices are given, negotiations shall begin no later than seventy-five (75) days prior to the anniversary date of the Agreement.

In the event notice of a desire to modify is not received by the required time, the present contract provisions shall automatically be extended for one (1) additional calendar year. In the event negotiations begin for a modification of this contract and the parties fail to reach an agreement on or before the current expiration date, the contract shall remain in effect until a successor agreement is reached.

IN WITNESS WHEREOF, the Agreement has been executed this ____ day of _____ in the Year 2022.

FOR THE TOWN OF LANCASTER

FOR THE MASSACHUSETTS COALITION OF
POLICE, LOCAL 203, AFL-CIO

Chair, Selectboard

Clerk, Selectboard

Member, Selectboard

Dated:

Dated:

POLICE FY21 - FY23

FY21		PATROLMEN			
7/1/2020	ACADEMY TRAINING	ACADEMY COMPLETION	1ST ANNIVERSARY ACADEMY COMP	2ND ANNIVERSARY ACADEMY COMP	3RD ANNIVERSARY ACADEMY COMP
2.00%	25.97	27.30	28.04	29.10	30.29
7/1/2020	ACTING SGT	PERM SGT			
2.00%	32.61	35.36			

FY22		PATROLMEN			
7/1/2021	ACADEMY TRAINING	ACADEMY COMPLETION	1ST ANNIVERSARY ACADEMY COMP	2ND ANNIVERSARY ACADEMY COMP	3RD ANNIVERSARY ACADEMY COMP
2.00%	26.49	27.84	28.60	29.68	30.90
7/1/2021	ACTING SGT	PERM SGT			
2.00%	33.26	36.07			

FY23		PATROLMEN			
7/1/2022	ACADEMY TRAINING	ACADEMY COMPLETION	1ST ANNIVERSARY ACADEMY COMP	2ND ANNIVERSARY ACADEMY COMP	3RD ANNIVERSARY ACADEMY COMP
2.00%	27.02	28.40	29.17	30.28	31.52
7/1/2022	ACTING SGT	PERM SGT			
2.00%	33.93	36.79			

SIDE AGREEMENT BETWEEN MASSCOP LOCAL 203 POLICE UNIT AND TOWN OF LANCASTER

The parties acknowledge the Town's right to revoke its acceptance of the Civil Service statutes under NAGE Local R1-162 v. Labor Relations Commission, 17 Mass. App. Ct. 542 (1984) and its duty to negotiate the impact of such revocation on terms and conditions of employment. In the event the Town revokes its acceptance of the Civil Service statute, the following shall apply.

1. EFFECT OF REVOCATION PROCESS AND PROCEDURES

Pursuant to G.L. c. 4, Section 4B(e), the revocation of the Town's acceptance of G.L. c. 31, the Civil Service statute, shall not affect any civil service rights created or attained because of the Town's initial acceptance of G.L. c. 31.

2. Seniority

a. For employees appointed before the removal of the Department from Civil Service, the Civil Service definition of seniority shall continue to apply for purposes of layoffs and any resulting demotions and all other contractual purposes, except as may be provided otherwise in specific language in the parties' current Collective Bargaining Agreement ("CBA").

b. For employees appointed after the effective date of removal from Civil Service, seniority shall be based on the date the employee was appointed to the position being filled. In the event two or more officers are appointed on the same date, seniority shall be determined by the original date of their application to the Town.

3. Layoff and Recall

a. Employees appointed prior to the Town's revocation of the Civil Service statute shall maintain all rights regarding layoffs, recall, inclusion on the re-employment list, and lateral transfers, and the procedures under M.G.L. c. 31 governing such matters and any appeal rights shall continue to apply.

b. For employees appointed after the removal of the department from Civil Service, the term "layoff" means a reduction in the number of positions due to a lack of work, lack of funds or abolition of position that results in the separation of employment of one or more employees. In the event of a layoff, the least senior employee or employees shall be laid off first. In any such case, five (5) days' advance notice of the contemplated layoff shall be given to the employee in writing; a copy of such notice shall also be given to the Union. Student officers shall be laid off first, followed by probationary employees. A laid-off employee shall have recall rights for a maximum period of five (5) years. Recall shall be in order of seniority with the employee with the highest level of seniority having first right of recall. Notice of recall shall be via certified mail to the employee's last known address. A recalled employee shall notify the Chief of Police within fourteen (14) calendar days of mailing of the recall notice of

his or her intention to return to the Police Department. Any person refusing or failing to exercise such recall opportunity within such fourteen (14) day period shall be deemed to have waived his or her right of recall permanently and absolutely. Employees must be available to work within twenty-one (21) calendar days of receiving notice to be eligible for recall. This requirement may be waived with the agreement of the Chief of Police. Prior to returning to work, a recalled employee may be required to undergo a physical examination, physical abilities test or such other examination or investigation as the Chief of Police deems necessary and appropriate. If, based on the results of such examination or investigation the Chief of Police rescinds the offer of recall, he shall provide the employee with a written statement of his reasons for the rescission. This rescission may be subject to the grievance and arbitration provisions of the contract.

Laid off employees will be responsible for maintaining any required licenses or certifications, provided that laid off employees are allowed to attend department training sessions, if available, at no cost to the employee or the Town. Laid off employees will be allowed to attend courses which involve a cost provided- they pay their portion of the costs. Laid off employees who attend such Town-sponsored training sessions and/or courses shall, as a condition of attendance, sign a Release of All Claims on a form provided by the Town indicating that they are participating on a voluntary basis and not as employees of the Town and, except in instances involving gross negligence on the part of the Town, they accept all risks associated with participation in the program.

2. Discipline

a. Employees appointed prior to the removal of the Town from Civil Service shall retain their right to appeal discipline imposed under M.G.L. c. 31, § 41 to the Civil Service Commission. If an officer is decertified by the POST commission, the officer will follow the POST appeal process

b. After the revocation of the Civil Service statute, the Town and the Union agree that the "just cause" standard under M.G.L. c. 31, § 41 and the procedures applicable under that section, as interpreted by the Civil Service Commission and the Commonwealth's appellate courts, shall continue in effect for employees who have completed a probationary period of one (1) year performing the full duties of a sworn police officer. After the appointing authority decides on a disciplinary action under § 41 (whether it is his/her action, or a decision on appeal of a departmental suspension), the Union, but not an individual employee, will have thirty (30) days to invoke arbitration by notifying the Town Administrator in writing and specifying in said notice the basis of the appeal. Within ten (10) days after receipt of said notice, the Union shall file a Demand for Arbitration with the American Arbitration Association. The Arbitrator shall apply the same "just cause" standard set forth in M.G.L. c. 31, § 41.

3. Promotions

The parties acknowledge that promotion procedures must be adopted to govern promotions to fill vacancies which occur after the effective date of the removal of the department from Civil Service and/or after pending promotions have been completed . The parties have agreed to the following policy regarding promotions:

PROMOTIONS

This policy applies to promotions for sworn personnel only.

The Lancaster Police Department's commitment to developing employees to take on increasing levels of authority, responsibility and leadership is embodied in promotions. Eligible candidates have an opportunity to apply and participate in the promotion process as set forth in this policy.

Promotions are based upon the merits of the individuals and their personal performance in the promotion process, and never on seniority alone or favoritism. A promotion is an investment in the future, not only for the department, but also for the employees who will be supervised and guided by the promoted member.

POLICY:

It is the policy of this Department to recommend promotions based upon an employee's training, experience, credentials, and merit. The Select Board are the Appointing Authority.

No employees will be denied promotion based upon any discriminatory criteria, including, but not limited to, their sex or sexual orientation, race, religion, nationality, or union membership.

PROCEDURES:

Promotions of sworn personnel to the rank of Police Sergeant and Lieutenant are processed under the authority of the Select Board through the Human Resources Director or other designee. His/her duties shall include:

Posting written announcements of any scheduled promotional opportunities.

1. Coordination with any companies or consultants contracted to participate in the promotion process shall be offered by a neutral third-party exam vendor unless otherwise agreed upon by both the Town and the Union.

2. Protecting the integrity of the promotional process by ensuring that all promotional materials, documents, scores, and completed evaluations remain confidential and kept in a secure location; and

3. Maintaining copies of active promotion lists. The test will be scored (however that is done by the company utilized) and all Officers who achieve a score of 70 or above will be placed on an eligibility list based on their score. The person at the top of the list will be determined by the highest score achieved on the exam. All Officers who achieve a test score of 70 or above shall be offered an interview.

4. Interviews shall consist of at least three members; one shall be a police department Supervisor. One member shall be the Chief of Police and one member shall be a member of the Selectboard. There may be as many as five total members and a graded sheet will be kept by each interviewer and maintained with the Promotional materials. The same questions shall be asked to each candidate, including any written questions, or scenarios. All interviewers shall evaluate the response in a numbered grade and shall be kept as a matter of record.

5. The overall rating system shall consist of 80% written test and 20% interview.

Testing and scoring materials shall not be left unattended for any period. Materials not under the immediate and direct control of a person authorized to possess them shall be kept in a secure area approved by the Human Resources Director or other designee.

Promotional materials shall be retained as required by law. These include:

1. Interview questions and score sheets; and

2. Assessment Center questions, exercises, evaluations, and other related materials.

Notice of a Promotional Exam

The Chief, or his/her designee, shall advise all affected personnel of an upcoming promotional exam no less than 180 days in advance of the test date by:

1. Posting the notice in a prominent place; and
2. Forwarding the notice to supervisors to be read at roll call.

Officers out sick or injured, on administrative or other leave, on active military duty, or otherwise not likely to receive notice shall be mailed a copy of the examination notice.

A reading list of textbooks will be made available to all personnel at no cost to the Town. The uniform allowance can be used to purchase promotional material. The reading list will not be changed less than 180 days prior to an exam. Questions on case law and statute law will not consider law changes occurring less than 90 days prior to the exam.

Eligibility

To be eligible for promotion to the rank of Sergeant the candidate must be a permanent member of this Department with a minimum of 1 year of completed service as a full-time Patrol Officer or Detective. To be eligible for promotion to the rank of Lieutenant the candidate must be a permanent member of this Department with a minimum of 1 year of service as a Sergeant. In the event the Department does not have one or more candidates available, the Town may open the eligibility to the next lower rank.

If applicable, a written law exam will be pass/fail (a score of 70 is required to pass). Passing the exam will admit candidates to the next phase of the promotion process, which may include one or more of the following

Assessment Centers

Candidate Interviews

An oral board approved by the Town will conduct candidate interviews. Interviews shall be conducted from a prepared list of questions and the board will rate responses.

Candidate Selection

The Chief of Police shall make a recommendation,for promotion from the list of eligible candidates based on the following criteria:

1. Job related experience.
2. Performance evaluation in his/her present position (including contributions to the department).
3. Results of Assessment Center (if utilized)
4. Attendance record.
5. Supervisory evaluation of the employee's promotion potential.

6. Sick leave record.

7. Formal education.

For: Mass COP Local 203

For: Town of Lancaster

Date: __/__/__

#3

Dear Ivria

There is currently about 80 acres of DCAM property that the town is interested in the potential purchase of the land and building for redevelopment.

I have drafted an article for your review and correction if needed and I would also appreciate if you could provide a motion.

Thanks

Jeff Nutting

Article

To see if the town will vote to authorize the Select board to file Special legislation for the purpose of entering into a Land Sale Agreement with The Commonwealth of Massachusetts for the land and building(s) located at 0 Common Road, Lancaster consisting of 80 acres more or less, or act in any manner related thereto.

Motion

PROPERTY SEARCH ▼ CONTACT US



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[Commercial](#)
[OBY-Detached Structure](#)
[Entrances](#)
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[Map](#)
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PARID: 147039000000040 MUNICIPALITY: LANCASTER LUC: 922
 MASSACHUSETTS COMMONWEALTH OF 0 OLD COMMON RD PARCEL YEAR: 2022

1 of 1

Property Information

Property Location: 0 OLD COMMON RD
Class: E-EXEMPT
Use Code (LUC): 922-DEPARTMENT OF CORRECTIONS, DIVISION OF Y
District: MA147 - LANCASTER
Deeded Acres: 80.0000
Square Feet: 3,484,800

Owner

Owner	Co-Owner	City	Address	State	Zip Code	Deed Book/Page
MASSACHUSETTS COMMONWEALTH OF		BOSTON	C/O DCAM 1 ASHBURTON PLACE	MA	02108	/

Actions

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Kathi Rocco

From: Ivria Fried <ifried@miyares-harrington.com>
Sent: Tuesday, February 1, 2022 2:20 PM
To: Kathi Rocco; Jeff Nutting
Cc: Alexandra Rubin; Rian Rossetti
Subject: Re: DCAMM
Attachments: DCAMM Property.pdf

Hello Jeff and Kathi,

I think this matter is worthy of additional discussion. Generally, the process for acquiring land from the state is as follows:

- DCAMM determines that the property is surplus to current and foreseeable needs of state agencies, sending notice of such determination to each town in which the property is located.
- A select board that received such notice may request that DCAMM hold a public hearing to determine whether the property is surplus to current or foreseeable public uses of public agencies and whether the town may have a public use for the property.
- DCAMM conducts a public hearing to consider reuse restrictions, including additional restrictions not required by the legislature, and publish a draft of such restrictions for public comment.
- DCAMM and/or the municipalities petitions the legislature for permission to dispose of the property for direct public use of a public agency for more than 5 years, including any recommended reuse restrictions on the disposal of the property.
- If authorized by the legislature, DCAMM may dispose of the property pursuant to any reuse restrictions imposed by the legislature, and any additional restrictions it wishes to implement.

[HERE](#) is a link to an article addressing the Town's potential acquisition of the 63-acre Industrial School For Girls property and an additional 20 acres comprising a former piggery and wetlands. The article summarizes the Sept. 29 meeting of the Select Board. Lisa Verrochi, DCAMM Senior Project Manager, presented at that meeting.

Ms. Verrochi shared that the sale would be part of DCAMM's [Sale Partnership Program](#). Briefly, the goal of this program is to develop currently vacant or underutilized properties. Under this program, land is sold to a municipality for a nominal amount. The municipality then develops the land for sale or lease. The Sale Partnership Program requires the municipality to share the proceeds of any future sale or lease of the land with the State. See, e.g., [Chapter 64 of the Acts of 2015](#) (North Reading is required to allocate the sale or lease proceeds between the town and the Commonwealth in equal shares). In exchange, DCAMM provides advice and support throughout the marketing and bid proposal process. Ms. Verrochi stated that Lancaster would receive 50 to 70 percent of any sale or lease proceeds, depending on how the property is used.

As noted above, inclusion in the Sale Partnership Program is generally dependent on having at least a tentative idea of how the municipality will use the land. To the extent that the Town keeps any of the land for municipal use (i.e., does not develop the land for private sale or lease), DCAMM would appraise the portion of the land being used for municipal purposes, and the Town would need to pay DCAMM for that portion of the land.

The article also mentions an MOA with Mass Historic. In my mind, this MOA should be finalized before Town Meeting votes to acquire the land.

There are environmental concerns on site. A power plant is scheduled for demolition in July of 2022. There are also underground and above ground tanks and lines (underground may be gone). I would encourage the Town to perform an environmental assessment. DCAMM may have already done one. If that is the case, the Town should request a copy for an independent review.

If the Town still wants to move forward with the acquisition at this time, I need to understand which parcel(s) is for sale. Your notes indicate that the sale is of a single 80-acre parcel only. However, Ms. Verrochi has this parcel as being 83 acres. Moreover, as you can imagine, the school site grew over time. Thus, there are numerous deeds going back to 1850. Ms. Verrochi shared that DCAMM's legal department would provide a property description. We should get this information from DCAMM. It is necessary for the Town Meeting Warrant and the article's motion.

The article's motion language will need to include a draft of the legislation that the Town's legislative delegation will submitted to the legislature. The article notes that DCAMM will supply a draft of the legislation. Do we have this already?

As we discussed last week, you were going to speak with Alix about this matter. Were you able to connect with her? It would be helpful to know where we are in the process. Should we schedule an internal call? Alternatively, I could reach out Ms. Verrochi and set up a time for us all to discuss.

Let me know what may work on your end.

Ivria Glass Fried

MiyaresHarrington - Local options at work

Miyares and Harrington LLP

40 Grove Street • Suite 190

Wellesley, MA 02482

Cell: 617.874.7948 | Office Direct Line: 617.804.2427 | Main: 617.489.1600

www.miyares-harrington.com

From: Kathi Rocco <KRocco@lancasterma.net>

Sent: Friday, January 28, 2022 10:49 AM

To: Ivria Fried <ifried@miyares-harrington.com>

Cc: Jeff Nutting <JNutting@lancasterma.net>

Subject: DCAMM

Good Morning Ivria

Jeff Nutting asked that I forward the attached DCAMM Property to you for your review.

As always, if you have any questions, please do not hesitate to contact our office.

Best,

Kathi

Kathleen Rocco

Executive Assistant / Records Access Officer

Lancaster Select Board

THE ITEM

Lancaster and state moving forward on Industrial School For Girls property sale

Sara Arnold Item Correspondent

Published 2:25 a.m. ET Oct. 7, 2021

LANCASTER - The pace may be glacial, but things are moving forward with the Division of Capital Asset Management and Maintenance (DCAMM) property formerly known as the Lancaster Industrial School for Girls on Old Common Road.

The shuttered campus bordering the RFK school facility and the agricultural land to its east makes up around 83 acres. The former piggery and wetlands north of Route 110 next to the Bolton Flats adds another approximately 20 acres.

DCAMM recommends the Sale Partnership model, which would see the land and its buildings sold to Lancaster for a single dollar.

"You guys are driving the bus," said Lisa Verrochi, DCAMM senior project manager, at a Sept. 29 special Selectboard meeting. Sale proceeds to a developer would be split, with Lancaster receiving 50 to 70% of any sales, and any holding costs paid by Lancaster deducted from proceeds.

The town does the marketing, takes proposals and decides on which developer to sign a contract with. However, DCAMM provides advice and assistance throughout the whole process.

Any part of the property that remains unused would be part of the original dollar. Portions of the land that go to municipal use, such as ballfields, open space or town offices, would be appraised at a low rate for that restricted purpose.

The backup water well that the DPW wants to place in a corner of the agricultural land would be municipal use.

It could also be used for 100% affordable housing developed directly by Lancaster for that restricted permanent use within the dollar price. Verrochi suggested mixed affordable

housing would be better built by a developer to get the sale funds to both the town and the state.

“Property doesn’t usually get sold for a buck,” said Stephen Andrews, director of real estate at DCAMM. “It has to be in the public good and bring benefit to the town.” He said he wants to “get (the property) into productive use.”

Some buildings can be renovated for new uses; some are in such poor condition that they need to remain mothballed or be demolished.

The former reform school for girls is also on the Historic Register and thus must meet requirements of the state’s historical commission.

The property will be extensively documented by Mass Historic, which will walk it and enter into a Memorandum of Agreement (MOA) that there will be some requirement for preservation. Verrochi said this is sometimes photos on public display, sometimes more.

She explained that the MOA will be executed at the same time as the contract for the transfer process, and any developer would be expected to follow the MOA with Mass Historic as well.

Reuse will not fully be able to begin until the power plant is demolished in 2022 and the last of the DCAMM offices at the site move in 2023. Given that these dates are later than at the previous Selectboard meeting DCAMM attended, further delays may be possible.

Specific uses would have to be discussed as part of the plan for moving forward that the town needs to make with DCAMM, although a complete plan is not needed right away for all the land to start using some of it.

It’s a “very preliminary discussion,” at the “methodical slow pace of town and state government,” said Selectman Alix Turner, the board’s liaison to DCAMM. She said it would also require “community support and planning.”

To go forward, Lancaster’s delegation in the state Senate and House have to file legislation for the disposition of the property from DCAMM to Lancaster under the terms of the Sale Partnership Model agreement. DCAMM will provide draft legislation next.

After Andrews gets DCAMM’s presentation cleared for public view, due to the different state departments involved with it, it will be placed on Lancaster’s website.

“Hopefully we can work something out” to improve the view and get more money in town coffers, Verrochi said.

ALERTS | [Show Coronavirus Update](#) ▼

Mass.gov

Sale Partnership Program

The Sale Partnership Program is a new Commonwealth - Municipal Land Disposition Model that allows a municipality to purchase and market (to private development community) former state surplus real estate assets that have significant economic redevelopment

When the municipality resells/leases all or a portion of the asset, the net sale proceeds are shared between the Commonwealth and the municipality. Throughout the reuse planning, marketing and resale contract negotiations, DCAMM is available to provide technical assistance to the municipality.

JT Berry Site, North Reading



Overview:

Two parcels totaling 36+ acres of vacant land were sold to the Town of North Reading by DCAMM in 2015. The Town sold a 34-acre parcel to Pulte Homes in 2017. Pulte is currently developing 450 units of 55+, market-rate condominiums in nine buildings. One building is 80% occupied; the remaining eight buildings are expected to be completed by 2024.

Additional Information:

Address: Rte. 62, 1 mile east of I-93

Land area: 2 parcels; 34 acres, 2+ acres

Status: 34 acres being redeveloped by Pulte homes; 2+ acres remaining in Town of North Reading ownership

Please note: Property descriptions are approximate. Information subject to change.

Westborough State Hospital



Overview:

A 90± acre parcel was sold to the Town of Westborough by DCAMM in 2014. The Town of Westborough sold the parcel to Pulte Homes in 2018. Pulte is currently constructing 700 units of 55+ housing, known as Chauncy Lake by Del Webb.

Additional Information:

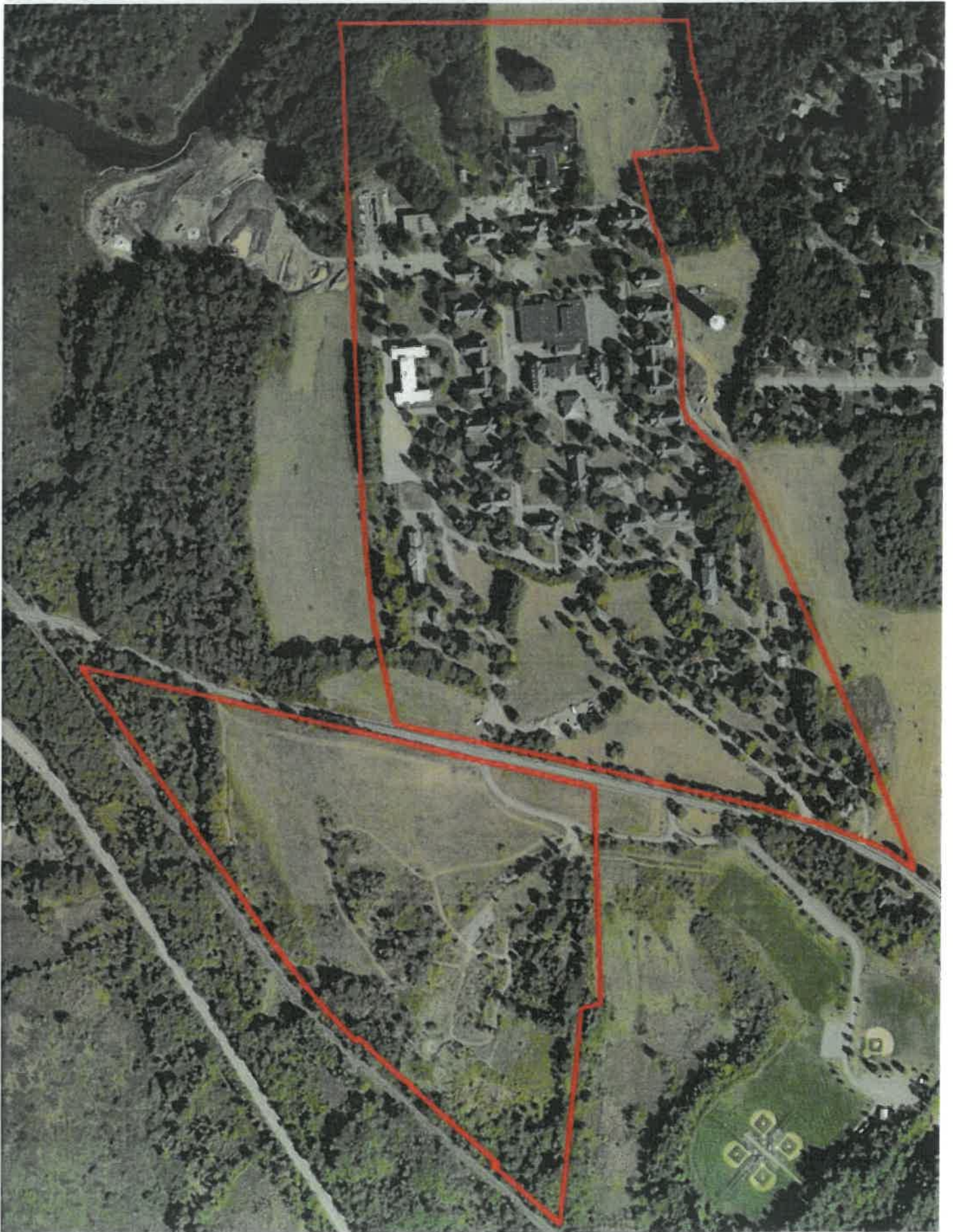
Address: 288 Lyman Street, Westborough, MA

Land area: 90± acres

Status: Site under development

Please note: Property descriptions are approximate. Information subject to change.

Medfield State Hospital



Overview:

A 90± acre parcel was sold to the Town of Medfield by DCAMM in 2014. The town is currently engaged in a planning process to determine future uses.

The former Medfield State Hospital was designed by Pitt Wentworth and developed between 1896 and 1912. The parcel includes 64 structures and is listed in the National and State Registers of Historic Places.

Additional Information:

Address: 45 Hospital Road, Medfield, MA

Land area: 90± acres

Status: The Town of Medfield is currently engaged in a planning process.

Please note: Property descriptions are approximate. Information subject to change.

CONTACT

DCAMM Office of Real Estate Management

Address

1 Ashburton Place, 15th floor, Boston, MA 02108

Directions (<https://maps.google.com/?q=1+Ashburton+Place%2C+15th+floor%2C+Boston%2C+MA+02108>)

Phone

617-727-8090 (tel:6177278090)

Acts (2015)

Chapter 64

AN ACT AUTHORIZING THE COMMISSIONER OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE TO CONVEY CERTAIN PARCELS OF LAND IN THE TOWN OF NORTH READING TO THE TOWN OF NORTH READING.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the General Laws or any other general or special law to the contrary, the commissioner of capital asset management and maintenance may convey to the town of North Reading the parcels of land located at 102 Lowell road and 104 Lowell road, which parcels are shown on North Reading Assessors' map 14 as lot 148, consisting of 2.49 acres, and on North Reading Assessors' map 7 as lot 2, consisting of 34.21 acres, respectively. The exact location and boundaries of the parcels to be conveyed shall be determined by the commissioner and agreed to by the town after the completion of a survey. The use of the parcels to be conveyed to the town shall not be restricted to use for general municipal purposes or other specific uses; provided, however, that the town may so restrict the parcels at a later date, in accordance with any applicable general and special laws. The parcels shall be conveyed by deed without warranties or

representations by the commonwealth.

SECTION 2. As consideration for the conveyance of the parcels pursuant to section 1, the town of North Reading shall pay to the commonwealth certain costs incurred after the closure of the facility including, but not limited to, the cost of capital expenditures and operating expenditures incurred by the commonwealth to improve, maintain, replace or repair the parcels conveyed to the town, including land, infrastructure and improvements, but not including costs associated with the closure or demolition of the facility and the environmental remediation of the facility or parcel as determined by the commissioner of capital asset management and maintenance and agreed to by the town. The town may pay the amount so determined by the commissioner and agreed to by the town upon its purchase of the parcels pursuant to section 1 or the town may pay the amount so determined in 10 annual payments pursuant to section 20A of chapter 58 of the General Laws.

SECTION 3. If the town of North Reading sells or leases any portion of the parcels described in section 1, the net proceeds from such sale or lease as determined by the town and agreed to by the commissioner of capital asset management and maintenance shall be allocated between the town of North Reading and the commonwealth in equal shares; provided, however, that the commissioner may agree to reduce the share of the commonwealth's proceeds to not less than 30 per cent of the net proceeds in order to provide certain incentives to the town of North Reading to sell or lease some or all of the parcels described in said section 1 expeditiously or to facilitate the development of some or all of the parcels in accordance with smart growth principles promulgated from time to time by the governor and

the secretary of energy and environmental affairs. In the event that the net proceeds as so determined are a negative amount, the commonwealth shall not be required to make any payments to the town of North Reading. If the town of North Reading sells or leases any portion of the parcels described in said section 1, the commissioner shall send a report to the inspector general detailing the terms of the sale or lease, any incentives authorized by the commissioner and the commonwealth's share of the net proceeds.

SECTION 4. Notwithstanding any general or special law to the contrary, the town of North Reading shall pay for all costs and expenses of the transactions authorized in sections 1 to 3, inclusive, as determined by the commissioner including, but not limited to, the costs of any surveys, appraisals, recording fees and deed preparation related to the conveyances and for all costs, liabilities and expenses of any nature and kind related to the town's ownership of the parcels; provided, however, that such costs may be included for the purposes of determining the net proceeds of the town's sale or lease of any portion of the parcels described in section 1. Amounts paid by the town of North Reading pursuant to section 2 shall not be included for the purposes of determining the net proceeds from a sale or lease.

SECTION 5. (a) If the town of North Reading does not complete a purchase of the property pursuant to section 1 on or before December 1, 2015, then notwithstanding sections 33 to 37, inclusive, of chapter 7C of the General Laws or any other general or special law to the contrary, the commissioner of capital asset management and maintenance may sell, lease for terms of up to 99 years, including all renewals and extensions, or otherwise grant, convey or transfer to purchasers or lessees an interest in the property described in said

section 1 or portions thereof, subject to this section and on such terms and conditions that the commissioner considers appropriate. In making any such disposition pursuant to this section, the commissioner shall use appropriate competitive bidding processes and procedures. At least 30 days before the date on which bids, proposals or other offers to purchase or lease a property, or any portion thereof, are due, the commissioner shall place a notice in the central register published by the state secretary pursuant to section 20A of chapter 9 of the General Laws stating the availability of the property, the nature of the competitive bidding process and other information that the commissioner considers relevant, including the time, place and manner for the submission of bids and proposals and the opening of the bids or proposals.

(b) Notwithstanding any general or special law to the contrary, the grantee or lessee of all or any portion of the property described in section 1 and subject to this section shall be responsible for costs and expenses including, but not limited to, costs, associated with deed preparation and recording fees related to the conveyances and transfers authorized in this section as such costs may be determined by the commissioner.

(c) The commissioner may retain or grant rights of way or easements for access, egress, utilities and drainage across any of the parcels described in section 1 and subject to this section and across other commonwealth property contiguous to any of the parcels, and the commonwealth may accept from the town or developer such rights of way or easements in roadways or across any of the parcels to be conveyed or transferred for access, egress, drainage and utilities as the commissioner considers necessary and appropriate to carry out this

section.

(d) No deed or agreement for the sale, lease, transfer or other disposition of the property or any portion thereof subject to this section executed by or on behalf of the commonwealth shall be valid unless the deed or agreement contains the following certification, signed by the commissioner:

“I, the undersigned commissioner of capital asset management and maintenance, hereby certify under penalties of perjury that I have fully complied with the relevant provisions of general and special law in connection with the property described in these documents.”.

Approved, August 5, 2015.

#4



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Jennifer D. Maddox, Undersecretary

**LOCAL INITIATIVE PROGRAM
REFINANCING YOUR FIRST MORTGAGE OR OBTAINING A SECOND MORTGAGE**

Dear Local Initiative Program (LIP) Homeowner:

The following is a summary on how to refinance your first mortgage or to obtain a second mortgage under LIP. ***We wish to emphasize that before you may close on a new first or second mortgage, the Department of Housing and Community Development (DHCD) and your municipality must review your written request to refinance and issue a written approval.***

To begin the review process, please email or mail the following information to DHCD and your municipality:

1. The completed Refinance Request Form (attached)
2. Complete copy of an Appraisal Report for the property, completed by a certified residential appraiser. The home should be appraised as a **MARKET RATE** property and the appraisal report should be no older than 120 days past its completion date.
3. Required information from your lender:
 - * Loan Commitment Letter or other document stating the new loan terms, including:
 - Interest Rate
 - Loan Type (i.e., Conventional, Fixed)
 - Rate Lock Expiration Date
 - Points
 - Length of Loan (i.e., 15-yr, 30-yr)
 - APR (Annual Percentage Rate)
 - * Most current mortgage statement(s) showing amount of all current debt on the property

The above documents should be emailed to bertha.borin@mass.gov or mailed to the following address:

Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114
Attn: Bertha Borin, LIP Program

PLEASE NOTE THAT YOU MAY NOT CLOSE ON YOUR NEW LOAN WITHOUT WRITTEN RECORDABLE CONSENT FROM DHCD AND YOUR MUNICIPALITY. OTHERWISE, YOU WILL BE OUT OF COMPLIANCE WITH LIP.

NEW FIRST AND/OR SECOND MORTGAGE GUIDELINES

Your proposed new or first second mortgage must meet these guidelines:

- * Have a fixed interest rate through the full term of the mortgage
 - * Have a current fair market interest rate no more than two (2) percentage points above the current MassHousing rate. For the current MassHousing Rate, please call 617-854-1000.
 - * Have no more than two (2) points
 - * Have a loan amount no greater than 97% of the Maximum Resale Price* (applies to first mortgage refinance)
 - * Have a loan amount of the combined first and second mortgages no greater than 97% of the Maximum Resale Price (applies to second mortgages)
- * The Maximum Resale Price is derived by using the formula that appears in your LIP deed rider.

*For more information or to inquire about the status of your request,
please contact Bertha Borin of DHCD's Division of Housing Development at
617-573-1309 or bertha.borin@mass.gov*

JAN 24 2022

M E M O R A N D U M

Board of Selectmen

TO: Chris Jee/Caitlin Loftus/Elaine Leung/Thomas Barry
FROM: Bertha Borin
DATE: January 21, 2022
RE: LIP refinance request for 63 Meditation Lane, Unit 4A, Lancaster

Closing Date: **ASAP**
Rate Lock Expires: January 10, 2022
Owner: Ana B. Morel
Address: 63 Meditation Lane, Unit 4A, Lancaster, MA 01523
Appraisal: \$166,000
Discount Rate: 53.3%
MRP: \$88,478 (too low; set at original purchase price of \$128,000)
97% of MRP: \$124,160
Balance of current mortgage: \$61,669
DHCD Mortgage: Yes ☐ No ☒
Any other liens on property: Yes ☐ No ☒
New Loan amount: \$124,160
Loan Terms: 15-year fixed @ 2.75%, 0 points
Lender: TD Bank, N.A.
Total debt after loan: \$124,160
Town approval letter in file: In process
Closing Attorney: Janine Atamian
Premier Title & Escrow
165 Silver Lake Avenue
Providence, RI 05909
866-943-8566
docs@ptecompany.com

LIP REFINANCE REQUEST FORM

Please complete this form and return with your refinance documents

Owner Name:	Ana B Morel		
Address:	63 Meditation Lane Lancaster MA 01523		
Phone:	978-407-6449	Email:	anamorel26@gmail.com
Amount Requested:	165,000.00		
Reason for Request (i.e., better interest rate, cash out, etc.):	Home Improvements		
Lender:	TD Bank		
Lender Contact:	Name:	Debbie Gunter	
	Phone:	803-996-7057	Email: deborah.gunter@td.com
Closing Firm:	Premier Title & Escrow (NC)		
Attorney Contact:	Name:	Janine Atamian	
	Phone:	866-943-8566	Email: docs@ptecompany.com
About the Unit:	#/Bedrooms:	<input type="checkbox"/> One <input checked="" type="checkbox"/> Two <input type="checkbox"/> Three <input type="checkbox"/> Four	
	Monthly Condo or HOA Fee:	138.00	

The following information is required from your lender:

1. Loan commitment letter or other document stating the new loan terms, including:
 - o Interest Rate
 - o Loan Type (i.e., Conventional, Fixed)
 - o Rate Lock Expiration Date
 - o Points
 - o Length of Loan (i.e., 15-yr, 30-yr)
 - o APR (Annual Percentage Rate)
2. Appraisal or other evidence used by lender to determine **MARKET** value
3. Most current mortgage statement(s) showing all current debt on the property

Your proposed new or first second mortgage must meet these guidelines:

Have a fixed interest rate through the full term of the mortgage

Have a current fair market interest rate no more than two (2) percentage points above the current MassHousing rate. For the current MassHousing Rate, please call 617-854-1000.

Have no more than two (2) points

Total debt on the property may not exceed 97% of the Maximum Resale Price – to be determined by DHCD

PLEASE NOTE THAT YOU MAY NOT CLOSE ON YOUR NEW LOAN WITHOUT WRITTEN RECORDABLE CONSENT FROM DHCD AND YOUR MUNICIPALITY. OTHERWISE, YOU WILL BE OUT OF COMPLIANCE WITH THE LIP PROGRAM.

#5

#6

J & S Business Products, Inc.
 17 MAIN STREET
 AYER, MA 01432
 (877) 425-4049
 sales@jsbusinessproducts.com
 www.jsbusinessproducts.com



ADDRESS
 KATHLEEN ROCCO
 TOWN OF LANCASTER
 701 MAIN STREET
 LANCASTER, MA 01523

SHIP TO
 KATHLEEN ROCCO
 TOWN OF LANCASTER
 701 MAIN STREET
 LANCASTER, MA 01523

Estimate 17003

DATE 02/07/2022

ACTIVITY	QTY	RATE	AMOUNT
POSTCARDS			
CUSTOM POSTCARDS -***EDDM**	3,052	0.1834862	560.00
TOWN MAILING			
6.5 X 9 INCHES			
14PT STOCK			
FULL COLOR FRONT & BACK			
BUNDLED IN 100 FOR EDDM			
EXTRA	1	125.00	125.00
EXTRA CHARGE FOR EDDM MAIL			
PREPARATION			
BUNDLE IN 100'S			
SORT FOR ROUTES			
5 ROUTES LANCASTER			
1 ROUTE SOUTH LANCASTER			
2 DELIVERIES(1 TO EACH POST OFFICE)			
POSTAGE	358	0.20	71.60
POSTAGE - EDDM~ SOUTH LANCASTER			
POSTAGE	2,694	0.20	538.80
POSTAGE - LANCASTER			
ARTWORK	1	30.00	30.00
SIMPLE ARTWORK SET UP - 30 MINUTES			
TURNAROUND TIME:			
(1) BUSINESS DAY AFTER JOB RECEIVED FOR ARTWORK PREP, THEN TO YOU FOR PROOF; CLOCK STOPS WHILE YOU HAVE PROOF			
(10) BUSINESS DAYS FOLLOWING PROOF APPROVAL TO BOTH LANCASTER POST OFFICES			

ACTIVITY	QTY	RATE	AMOUNT
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EXAMPLE: IF JOB SENT TO US ON 2/16,
ARTWORK PREP 2/17, PROOF
APPROVAL 2/18. TO BOTH
LANCASTER POST OFFICES ON 3/4;
DELIVERY ON OR ABOUT 3/7.

TOTAL	\$1,325.40
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Accepted By

Accepted Date

#7

#8

6. Discussion on Annual Town Meeting Warrant to be available two weeks before meeting and postcards to go out to voters explaining dates and where to procure them. Having a Joint Meeting with the Finance Committee at least a week before that to answer any voters questions. (Jay Moody)

Chairman Moody noted that he would like to see a postcard be created and to go out to voters explaining the dates of Annual Town Meeting and where to get the Annual Town Meeting Warrant. He further noted that he would like to have a joint meeting with the FinCom prior to Town Meeting to answer any questions regarding the budget.

FinCom Chair, Jay Riley stated that it FinCom traditionally have a joint meeting with the Board of Selectmen at least 4 to 5 weeks prior to Annual Town Meeting.

Town Administrator Pacheco will get a template together for the Board of Selectmen to review.

7. Discussion on creating a policy that any amount of money spent from the Selectmen's office and Town Administrator's office over an amount of \$5,000 be approved by the Board of Selectmen. (Jay Moody)

Chairman Moody would like to see a creation of policy regarding any money spent from the Selectmen's office and Town Administrator's office over an amount of \$5,000 be approved by the Selectmen. He noted the recent purchase of the air filters in the Prescott, and given the financial outlook, would like to review anything over a \$5,000.

Finance Director Cheryl Garipey clarified that the total cost of the portable air purifiers cost in total \$2000 or \$100 for each portable air purifiers. It was further noted that purchase came under the Cares Act. Town Administrator Pacheco stated that purchase come under the State Bid list.

Town Administrator noted that the Selectmen's line items rarely have an amount of \$5,000. Mr. Pacheco will gather a report from the last three years for expenses over \$5000.

8. Discussion on using Indeed, LinkedIn, Glassdoor, Career Builder, Monster, and Google for advertising municipal jobs. (Jay Moody)

Selectman Allison noted that does not know what the answer is , but whatever the Town can do in advertising for municipal jobs, should be done.

Town Administrator Pacheco stated that currently there are seeing some activity with Indeed regarding the Town Planner opening. He further noted that there is at least one strong resume that came in for the Town Planner.

9. Discussion on the tasks the Planning Consultant is working on. (Jay Moody)

Chairman Moody asked what exactly is the Planning Consultant working on as there seems to be some concern regarding Mr. Antonellis and Planning Board.

Town Administrator noted that Mr. Antonellis had been working on closing out the survey and work with Judy Barrett.

Town Administrator Pacheco stated that he is not sure why Mr. Williston, Chair of the Planning Board is not reaching out to Mr. Antonellis.

Planning Board member, Carol Jackson stated that the Planning Board cannot get a hold of Mr. Antonellis when the Board has questions or concerns.

department and will work with them on additional logistics of installation and setup if awarded. Mr. Pacheco stated that he is currently applying for 5 dual charging stations.

6) Meeting follow up

As a follow up to the last meeting, Town Administrator Pacheco noted that the Selectmen's Office has not paid any invoices above \$5000 going back as far as 2018 to present. In building maintenance there were 6 expenses above \$5000 in a 3 year period.

7) Update on Shirley Water District – North Lancaster

Town Administrator stated that the Shirley Water District currently services North Lancaster coming from 3 wells from Shirley and they are looking to add on a fourth well in Lancaster to help one build a better supply of water, which would be beneficial to Lancaster.

Selectman Allison noted that it is important that there are more utilities in North Lancaster, but asked about how is Shirley building a well on Lancaster land.

Mr. Pacheco noted that the Town of Shirley services that part of North Lancaster, noting its their service territory.

Selectman Allison would like to understand this further, asking that the Shirley Water District put together presentation or packet that could be sent out for the Board's review.

Town Administrator Pacheco stated that that the decision about water in North Lancaster was made over 40 years ago in which the Town's water pipe would end at Lunenburg Road. He further noted that to continue that water pipe at this time would cost millions of dollars and was not cost effective. Mr. Pacheco stated that part of North Lancaster off of Shirley Road and Chisholm Road are already within the Shirley Water District boundary. Mr. Pacheco stated that Shirley Water District could do more to get residents in that part of North Lancaster off private wells so there was a more centralized system.

Greg Jackson, resident, asked about a water source north of the Nashua River, noting that he keeps hearing about a water source at DCAMM. He stated that the town should be looking for water in Lancaster.

Town Administrator Pacheco explained that the questions Mr. Jackson is asking are engineering questions that he does not have at this time, stating that the best person to reach out to would be Scott Miller.

Selectman Sendrowski asked that the town reach out the Department of Public Works and ask them about potential wells and test sites.

VII. ADMINISTRATION, BUDGET, AND POLICY
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1. Review Memorandum of Agreement between the Town of Lancaster and American Federation of State, County and Municipal Employees Council 93, Local 3720. (Vote may be taken)

#9

Kathi Rocco

From: Lisa Johnson
Sent: Friday, February 11, 2022 10:42 AM
To: Kathi Rocco
Subject: FW: 2021 Annual Town Report Submission Deadline

From: Lisa Johnson
Sent: Thursday, February 10, 2022 1:43 PM
To: Town Clerk <clerk@lanasterma.net>
Subject: 2021 Annual Town Report Submission Deadline

Greetings,

It is that time of year again. What time, you ask? Annual Town Report time. This report is for calendar year 2021.

The Town Clerk's office is asking your Department, Committee and/or Board to submit your report to the following email address:

townclerk@lanasterma.net.

Your deadline is March 3, 2022, by 4 pm. Your final report must be sent in Word format, please.

Your attention and promptness to the deadline is greatly appreciated. Please call if you have any questions.

Lisa J. Johnson
Lancaster Town Clerk

The contents of this email and any attachments are the property of the Town of Lancaster Massachusetts and subject to the Public Records Law, M.G.L. c. 66, section 10. When writing or responding, please remember that the Massachusetts Secretary of State's Office has determined that email is a public record and not confidential.

#10

RESTORATION ADVISORY BOARD (RAB) MEETING

Former Fort Devens Army Installation
February 10, 2022



US Army Corps
of Engineers



WELCOME!

2



- The call is being recorded to facilitate minutes.
- We have muted all lines to reduce background noise.
- Q&A will follow our presentation. However, during the meeting, you can also submit a question via the chat box and we will address it at the end.
- If you need to leave the call, click "Leave."



CHAT
BOX



MUTE/
UNMUTE



Leave



WELCOME!



3

Thank you for joining us tonight.

Thomas Lineer
US Army HQDA/ODCS G-9
New Base Realignment and Closure (BRAC)
Environmental Coordinator (BEC)

Penny Reddy and Dan Groher
U.S. Army Corps of Engineers -
New England District

Andy Vitolins, Julee Jaeger,
Sue Tauro, and Steven Perry
SERES-Arcadis JV Team

New Board Members:

Julie Corenzwit

Amy McCoy

Dave McCoy

Chris Mitchell

Laurie Nehring

Alix Turner



WELCOME!



4

Tonight's topics

1

**Community
Involvement**

2

**RAB Board
Members**

3

**Project
Updates
& Upcoming
Work**

4

Q&A

5

**Next Steps
& Meeting**



1 | COMMUNITY INVOLVEMENT

5



Implementing the Community Involvement Plan (CIP)



Feasibility Study (FS) fact sheet and quarterly project update to be distributed



Information repository is at the Ayer Library and being updated with PFAS project documents

CIP is available on the Fort Devens Environmental Cleanup website at:

<https://www.nae.usace.army.mil/missions/projects-topics/former-fort-devens-environmental-cleanup/>



RAB meetings will continue on the second Thursday of the month into 2022



Website enhancements are done, with mechanism for continued community input



Munitions & explosives of concern (MEC) outreach plan is being finalized and will be part of the CIP



2 | RAB BOARD MEMBERS



New RAB Board Members for the 2022-2024 term!

- Who they are
- Who are the Community and Installation Co-Chairs to work together for next phase of the RAB
- What the Board Members, Community Co-Chairs, Installation Co-Chair, and facilitator will be doing
- RAB's upcoming activities

We truly appreciate the great response!



2 | RAB BOARD MEMBERS



New RAB Board Members for the 2022-2024 term!



Julie Corenzwit

Amy McCoy

Dave McCoy

Chris Mitchell

Laurie Nehring, Community Co-Chair

Alix Turner, Community Co-Chair

Thomas Lineer, Installation Co-Chair

*Thank
you!*



2 | RAB BOARD MEMBERS



RAB Member Responsibilities

- Attend and actively participate in RAB meetings and activities.
- Provide comment on restoration issues to the decision makers.
- Represent and communicate community interests and concerns to the RAB.
- Act as a conduit and advisory body for the exchange of information between the community, Department of Defense (DoD) installation, and environmental oversight agencies regarding the installation's restoration and reuse programs.

Source: Content is based on EPA RAB Guidelines and DoD RAB Rule Handbook.



2 | RAB BOARD MEMBERS

9



Community Co-Chair Typical Responsibilities

- Coordinate with the DoD installation co-chair and RAB community members to prepare an agenda prior to each RAB meeting.
- Ensure that community members participate in an open and constructive manner.
- Ensure that community issues and concerns related to restoration are raised.
- Assist with the dissemination of information to the general public.
- Report back to the community, as needed.

Source: Content is based on EPA RAB Guidelines and DoD RAB Rule Handbook.



2 | RAB BOARD MEMBERS

10



Army - Typical Responsibilities of the Installation Co-Chair

- Coordinate with the community co-chair to prepare and distribute an agenda prior to each RAB meeting.
- Ensure that DoD participates in an open and constructive manner.
- Attend meetings and ensure that the RAB has the opportunity to participate in the restoration decision process.
- Ensure that community issues and concerns related to restoration are addressed when raised.
- Ensure documents distributed to the RAB are also made available to the general public.
- With assistance from the RAB, ensure that an accurate list of interested/affected parties is developed and maintained.
- Provide relevant policies and guidance documents to the RAB to enhance the RAB's operation.
- Ensure that adequate administrative support to the RAB is provided.
- Refer issues not related to restoration to appropriate installation official for them to address.
- Report back to the installation.

Source: Content is based on EPA RAB Guidelines and DoD RAB Rule Handbook.



2 | RAB BOARD MEMBERS



11

Arcadis/SERES JV - Typical Responsibilities of the Facilitator/ Administrative Support

- Meeting facilities and facilitation
- Preparation of meeting minutes and other routine word processing tasks
- Copying/printing of RAB documents, notices, fact sheets
- Mailings and emails
- Distribution of public notices in local news outlets, towns, and websites
- Management of RAB mailing lists
- Translation and distribution of outreach and other RAB materials

Source: Content is based on EPA RAB Guidelines and DoD RAB Rule Handbook.



2 | RAB BOARD MEMBERS

12



Upcoming RAB Activities

- Organize committees and updates.
- Schedule and plan the quarterly RAB meetings and events.
- Work on mission statement and operating procedures.



3 | PROJECT UPDATES & UPCOMING WORK



13

Final Documents Posted Since Last RAB Meeting

- Shepley's Hill Landfill (SHL) Technical Memo 5 – Dec 9, 2021
(available on the website under "Shepley's Hill Landfill" in the Document Repository)

Draft Documents Submitted to Agencies Since Last RAB Meeting

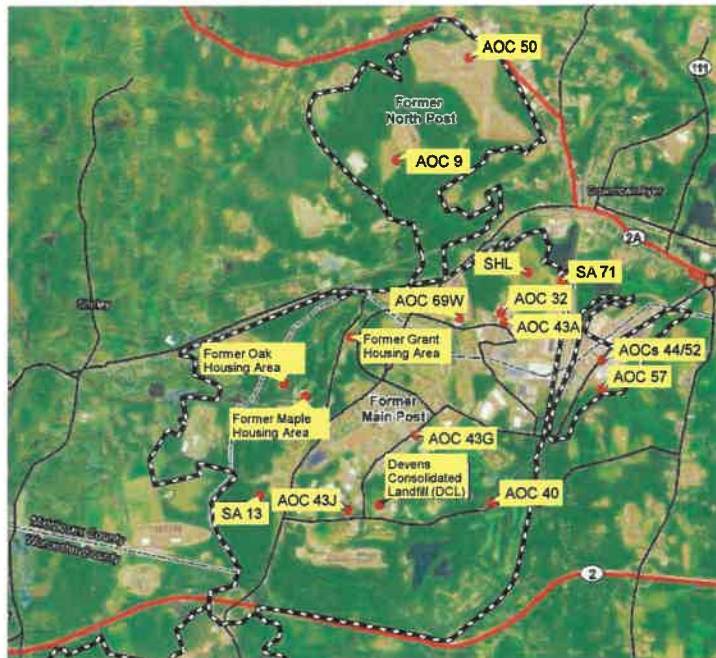
- Draft Debris Removal Activities Report – Jan 31, 2022
- Draft Work Plan for Evaluation of Arsenic Background Concentrations in Groundwater - SHL– Jan 28, 2022
- Validated Laboratory Data for the Fall 2021 Long-Term Monitoring (LTM) Event – Jan 28, 2022
- Draft Final Land Use Control Implementation Work Plan – Jan 19, 2022
- Draft Arsenic Treatment Plant (ATP) Pilot Test Completion Memorandum – Dec 21, 2021
- Draft Remedial Investigation (RI) Work Plan for PFAS for Area 3 Field Sampling Plan Addendum #1 – Dec 21, 2021
- Draft Supplemental Remedial Investigation Work Plan for Area of Concern (AOC) 57 – Dec 21, 2021
- Draft Supplemental Remedial Investigation Work Plan for AOC 69W – Nov 22, 2021
- Q3 2021 Quarterly Progress Report (QPR) – Nov 19, 2021
- Draft Barrier Wall Performance Monitoring Plan – Nov 15, 2021

2/16/2022



3 | PROJECT UPDATES & UPCOMING WORK

North & Main Posts



14



20100722



3 | PROJECT UPDATES & UPCOMING WORK



15

Shepley's Hill Landfill Updates

- Completed annual long-term monitoring and inspections
- Conducted air sparging pilot test site visit with EPA and PACE – December 2021
- Completed ATP pilot test – December 2021
- Completed air sparging pilot test field pilot testing – January 2022

Main Post Updates

- Completed annual long-term monitoring and inspections
- Completed debris area removals at AOCs 57 and 74

Former Moore Army Airfield Updates

- Completed annual long-term monitoring and inspections
- Completed debris area removals

2/10/2022



3 | PROJECT UPDATES & UPCOMING WORK

16



The Look Ahead for Anticipated Technical Work

Winter 2022

- SHL Air Sparging Pilot – Post Sparging Sampling/Testing
- SHL Remedy Evaluation
- Area 1 Phase 2 PFAS RI Work Plan Submission
- Annual Long-Term Monitoring Report Preparation

Spring 2022

- Area 3 (Airfield Former Fire Training Area) Additional PFAS Sampling
- SHL Remedy Evaluation
- Spring Annual Monitoring Event
- SHL Air Sparging Pilot Test Report
- Geophysical Survey of Areas of Potential Interest for Munitions in the Nashua River

2/10/2022



4 | QUESTIONS & ANSWERS

17





5 | NEXT STEPS & MEETING

18



Community Involvement & RAB

Action Item 1

Feb-May 2022 – Committees to be organized with new RAB Board Members, and work on items such as mission, operating procedures, and meetings

Action Item 2

Ongoing – Continue to update the document repository at Ayer Library and on the website with final PFAS documents and sending notifications

Action Item 3

Ongoing – Work on the digital Administrative Record

Action Item 4

Quarterly – Continue with fact sheets and project updates

21060072



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THANK YOU!
YOUR PARTICIPATION IS APPRECIATED!

NEXT RAB MEETING IS:
MAY 12, 2022

(Second Thursday of the month)

2105022

VIII. APPOINTMENTS AND RESIGNATIONS



Town of Lancaster
Board of Appeals
Lancaster, Massachusetts 01523

January 28, 2022

Re: Board of Appeals Applicants for Open Alternate Member Positions

Lancaster Select Board

At the Board of Appeals January 27, 2022, meeting the Board discussed the two applicants Dennis Hubbard and Eric Jakubowicz. The Board is recommending that Eric Jakubowicz be appointed to the two-year term and Dennis Hubbard to the one-year term.

Jeanne Rich
Board of Appeals Chair

Kathi Rocco

From: jeanne rich <jeannegrich@gmail.com>
Sent: Wednesday, January 19, 2022 9:17 AM
To: Kathi Rocco
Subject: Fwd: Zba

----- Forwarded message -----

From: jeanne rich <jeannegrich@gmail.com>
Date: Sun, Jan 16, 2022 at 7:58 PM
Subject: Re: Zba
To: Eric Jakubowicz <jakubowicz.ej@gmail.com>

Thank you Eric. I will request you be appointed for the 2 year seat.

On Sun, Jan 16, 2022 at 7:37 PM Eric Jakubowicz <jakubowicz.ej@gmail.com> wrote:

Sorry jeanne not sure why it didn't go through. I will send it to you tomorrow soon as I get to my computer at work. I will send it to you. Thanks jeanne

Sent from my iPhone

> On Jan 14, 2022, at 10:00 AM, jeanne rich <jeannegrich@gmail.com> wrote:

>

> Hi Eric

>

> If you are interested in the zba please send me your request asap. We have other people looking for the seats and I do not want you to lose your opportunity

>

> Jeanne

Please forward this to the board members. My comments to Kathi Rocco are below. If the board agrees or disagrees please have them get back to you tomorrow as the BOS are meeting Wednesday.

Thanks,

jeanne

----- Forwarded message -----

From: Eric Jakubowicz <eric@brooksideequipment.com>

Date: Mon, Jan 17, 2022 at 3:29 PM

Subject: Zba

To: jeannegrinch@gmail.com <jeannegrinch@gmail.com>

Hi Kathi,

I have attached the request from Eric Jakubowicz to be appointed to the ZBA. I would recommend that he be appointed to the 2 year seat. Eric is familiar with the town as he currently serves on the agricultural committee. He is also familiar with zoning from his position with the Bolton Fair and 20+ years in construction. I have not consulted with the other board members on these applications but will ask Deb for feedback from them.

Thank you,

Jeanne Rich

Eric Jakubowicz
Purchasing & Sales
[Brookside Equipment Sales](#)
60 State Rd Phillipston, MA 01331
Cell: 508-328-4827
Office 978-249-4600

From: Eric Jakubowicz
Sent: Monday, January 17, 2022 11:21 AM
To: jeannerich@gmail.com
Subject: Zba

To Lancaster Zoning Board of Appeals,

My name is Eric Jakubowicz. I have lived in the town of Lancaster for 44 years and am interested in a position on the board of appeals. The zoning board of appeals fits in with my schedule so that I think that I can help out and be of use to the town. Thank You Eric Jakubowicz

Eric Jakubowicz
Purchasing & Sales
[Brookside Equipment Sales](#)
60 State Rd Phillipston, MA 01331
Cell: 508-328-4827
Office 978-249-4600

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Kathi Rocco

From: Jason A. Allison
Sent: Tuesday, January 25, 2022 5:50 AM
To: Dennis
Cc: Kathi Rocco; Jeff Nutting
Subject: Re: Volunteer Opportunities-Zoning Board of Appeals Associate Member

Hi Denis,

Thank you for reaching out. I'm sorry for this situation. I have cc'd our Town Administrator Jeff Nutting so we can try to resolve this situation.

I can say the process of appointments never seems to be smooth. That's not an excuse for this situation. It's more that all of us in the town want it to go smooth, but it never seems to be that simple for us. I'm general I think it's a challenge for volunteer boards to be seamless in the process. I know from my perspective personal lives often get in the way of efficiency. I am always trying to improve on this front.

Regardless, the Select Board and town office will work with the ZBA to help move this forward in a more timely manner.

Thank you again,
Jason

On Jan 24, 2022, at 5:52 PM, Dennis <pi1319@hotmail.com> wrote:

Jason

Hope all is well. I wanted to follow up on my application for one of the two open positions on the ZBA. Can you please elaborate on the tabling of my nomination and what the process may be moving forward. Since there are currently two open positions listed on the Town's vacancies page, I was surprised that the addition of a second candidate would delay the fulfillment of the first position. I was further surprised that during the SBM last Wednesday you mentioned that the ZVA would like to interview a new candidate before making a recommendation. This was especially shocking as no member of the ZBA has engaged in any conversations with me informal or formal since my application was submitted. And I had only had one email exchange with Jeanne back in December when I reached out express interest in contributing to the ZBA and inquired on qualifications. As stated in my letter of application, I'm happy to meet in person/by phone to discuss my qualifications or answer any questions. I know last week's meeting was long and that the boards has a lot on the agenda, but I's also like to recommend that next time a candidate is up for consideration, that a representative of the board let them know that their nomination approval is on the agenda (I only found out when the Agenda was posted and had to scramble to become available). The town is in need of volunteer's so it's a shame when we don't take the opportunity to welcome new faces.

This is also an opportunity to add the perspective of a long- time resident that was lived in both South and North Lancaster.

Please share with the Select Board

Sincerely
-Dennis Hubbard
258 Grant Way

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Kathi Rocco

From: Monica Tarbell <m.dibenedetto10@gmail.com>
Sent: Wednesday, January 26, 2022 6:01 PM
To: Kathi Rocco
Subject: Recreation Committee Vacancy
Attachments: Rec Committee.pdf

Good Evening,

David Carr had recommended I connect with you in an effort to fill one of the recreation committee vacancies. Please see the attached request letter and let me know if there is anything else you may need from me.

Thank you!
Monica Tarbell
310 Hilltop Rd, Lancaster, MA 01523

January 26th, 2022

Monica Tarbell
310 Hilltop Road
Lancaster, MA 01523

Lancaster Board of Selectmen
RE: Lancaster Recreation Committee Vacancy
695 Main St
Lancaster MA 01523

To Whom it May Concern,

My name is Monica Tarbell, and I have lived in the town of Lancaster for the past 10 years. I have children that attend Lancaster schools and that have become actively involved in town activities.

It has come to my attention that there are vacancies on the Recreation Committee and I'd like to be considered to fill one of those vacancies. I am excited to take on a more active role in my community and help bring a voice to the families with children in town.

I would greatly appreciate consideration for this position.

Sincerely,

Monica Tarbell
Resident, Town of Lancaster