

RECEIVED
AUG 09 2019

TOWN OF AYER
TOWN CLERK
9:45am

Mary O'Connell

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



Tuesday August 13, 2019
Executive Session Meeting Agenda

6:00 PM

Executive Session Pursuant to MGL Chapter 30A, Sec. 21A

1. Exemption #3 (Litigation Strategy) *LaHiff v. Town of Ayer*

Open Session Meeting Agenda

7:00 PM

Call To Order

Pledge of Allegiance; Review and Approve Agenda; Announcements

Public Input

7:05 PM*

Public Hearing – Request for Amendment of Flammable Liquids License – Groton Ayer Realty Trust– 95 Fitchburg Road

Joint Appointment of Planning Board Member by BOS and Planning Board

7:10 PM

Public Hearing – Petition for Underground Conduits and Fixtures - National Grid – Plan 28015264 –Pole 6 - Littleton Road

7:15 PM

Proposed DRAFT Community Host Agreement – Pharmaseed, Inc.

7:20 PM

Charles R. Shultz, Jr., Building Commissioner

1. Fee Review & Recommendation

7:30 PM

Mark Wetzel, DPW Superintendent

1. Approval of Change Order 1 – Prospect & Oak Street Infrastructure Project
2. Approval of Change Order 1 – DPW Garage Project
3. Ayer DPW Project Updates

7:45 PM

Town Manager's Report

1. Administrative Update/Review of Warrant(s)
2. Appointment to Cultural Council
3. Auditor's Management Letter
4. Opening of Fall Special Town Meeting Warrant
5. Discussion of CPC Surcharge
6. Review of Updated Financial Policies

8:05 PM

New Business/Selectmen's Questions

1. BOS Meeting Start Time (Selectman Houde)

8:15 PM

Approval of Meeting Minutes

July 16, 2019

Adjournment

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

The next regularly scheduled meeting of the Ayer Board of Selectmen will Tuesday September 3, 2019

RECEIVED
AUG 01 2019

TOWN OF AYER
TOWN CLERK

9:26AM *lf*

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



The Ayer Board of Selectmen will be conducting a Public Hearing on Tuesday August 13, 2019 at 7:05 PM at the Ayer Town Hall, 1st Floor Meeting Room, 1 Main Street, Ayer, MA 01432 regarding an application by Groton Ayer Realty Trust, 95 Fitchburg Road Ayer, MA 01432. The applicant is seeking an amendment to their Storage of Flammable Liquid License from 44,000 gallons (methanol) up to 47,000 gallons and adding two additional chemicals: ethanol and isopropanol alcohol pursuant to M.G.L. 148 sec. 13.

Name of Applicant: Groton Ayer Realty Trust
95 Fitchburg Road

Date of Public Hearing: Tuesday August 13, 2019

Time of Public Hearing: 7:05 PM

Location of Public Hearing: 1st Floor Meeting Room, Ayer Town Hall
1 Main Street Ayer, MA 01432

Copies of the application are available at the Ayer Board of Selectmen's Office Monday, Wednesday and Thursdays from 8am - 4pm; Tuesdays 8am - 7pm and Fridays 8am - 1pm.

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TOWN OF AYER
SELECTMEN'S OFFICE

The Commonwealth of Massachusetts
City/Town of Ayer

GIS Coordinates

LAT.

LONG.

License Number

License

Massachusetts General Law, Chapter 148 §13

FP-002
(Rev. 1.1.2015)

New License Amended License

After notice and hearing, and in accordance with Chapter 148 of the Mass. General Laws,
a license is hereby granted to use the land herein described for the purposes described.

Location of Land: 95 Fitchburg Rd. Ayer, MA 01432 Map11/Parcel 1 Map11/Parcel 54

Number, Street and Assessor's Map and Parcel ID

Owner of Land: Groton Ayer Realty Trust

Address of Land Owner: P.O. Box 353 Ayer, MA 01432

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases. All tanks and containers are considered full for the purposes of licensing and permitting. (Attach additional pages if necessary.)

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, cubic feet gallons	CONTAINER UST, AST, IBC, drums AST
Methanol (67-56-1)	1B	47,000*		
Ethanol (64-17-15)	1B			
Isopropanol (67-63-0)	1B			
*Any combination of the 3 chemicals not to exceed 47,000 gallons				

LP-gas (Complete this section for the storage of LP-gas or propane)

❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: 2,000 gallons

List sizes and capacities of all aboveground containers used for storage _____

2-1000 gallon tanks

❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: 8,000 gallons

List sizes and capacities of all underground containers used for storage _____

8-1000 gallon tanks

Total aggregate quantity of all LP-gas to be stored: Maximum of 10,000 gallons

Fireworks (Complete this section for the storage of fireworks)

❖ Maximum amount (in pounds) of Class 1.3G: _____

❖ Maximum amount (in pounds) of Class 1.4G: _____

❖ Maximum amount (in pounds) of Class 1.4: _____

Total aggregate quantity of all classes of fireworks to be stored: _____

**THIS LICENSE OR A CERTIFIED COPY THEREOF MUST BE CONSPICUOUSLY
POSTED ON THE LAND FOR WHICH IT IS GRANTED.**

Explosives *(Complete this section for the storage of explosives)*

- | | |
|--|---|
| ❖ Maximum amount (in pounds) of Class 1.1: _____ | Number of magazines used for storage: _____ |
| ❖ Maximum amount (in pounds) of Class 1.2: _____ | Number of magazines used for storage: _____ |
| ❖ Maximum amount (in pounds) of Class 1.3: _____ | Number of magazines used for storage: _____ |
| ❖ Maximum amount (in pounds) of Class 1.4: _____ | Number of magazines used for storage: _____ |
| ❖ Maximum amount (in pounds) of Class 1.5: _____ | Number of magazines used for storage: _____ |
| ❖ Maximum amount (in pounds) of Class 1.6: _____ | Number of magazines used for storage: _____ |

Licensing Authority Use:

This license is granted upon the condition that the licensed activity will comply with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts General Law, Chapter 148, and the Massachusetts Fire Code (527 CMR 1.00) as amended. The license holder may not store materials in an amount exceeding the capacities herein specified unless and until any amended license has been granted.

ADDITIONAL RESTRICTIONS:

Signature of Licensing Authority

Title

Date

THIS LICENSE OR A CERTIFIED COPY THEREOF MUST BE CONSPICUOUSLY POSTED ON THE LAND FOR WHICH IT IS GRANTED.

July 17, 2019

Nathan King
[REDACTED]
Ayer, MA 01432

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

Dear Board of Selectmen and Planning Board:

Please consider this application to be a candidate for the Ayer Planning Board.

I have lived with my family in Ayer since January 2010. We were drawn to the town because of its downtown neighborhood, proximity to work and access to the train.

I am interested in seeing Ayer develop as a destination along the Fitchburg rail line and develop a vibrant downtown. I appreciate the persistent interest of the existing Planning Board members in inviting me to apply.

Please review my enclosed resume and contact me with any questions or concerns. My cell phone number is [REDACTED]

Sincerely,

Nathan King

Contact Information:

Email: [REDACTED]

Phone: [REDACTED]

Nathan King

Permanent Address:

[REDACTED]
Ayer, MA 01432

Program Leader facilitating creative, collaborative, and deterministic Systems Engineering

EDUCATION & PROFESSIONAL SKILLS

M.S. in Mechanical Engineering,

Graduated, May 1999

[Rensselaer Polytechnic Institute](#), mechatronics, control systems, project management & design optimization.

B.S. in Engineering with Mechanical Concentration, Mathematics Minor ABET accredited,

[LeTourneau University](#), Longview, TX.

Graduated, December 1996

Skills: Agile Product Management; Customer-needs Identification; Applications Engineering; Requirements Definition; System Specifications; Process Development; Design Optimization; Contractor, Supplier, and Customer Interface; Documentation; Post-Sales Support; System Test and Customer Satisfaction.

Computer: MS Office, MS Project, Arena PLM, JIRA

EMPLOYMENT EXPERIENCE

Product Release Manager, [Symbotic LLC](#)

July 2015 to Present

Automated warehouse solution including depalletization, robotic storage and retrieval, and mixed-palletization. Tasks include Agile product manager, requirements tracking, execute acceptance tests; troubleshoot and document issues; technical customer support.

Project Manager, Systems Engineer, Product Manager, [MagneMotion, Inc.](#),

Nov 2005 to June 2015

Performed market assessments, roadmap development, system requirements and business justification for both QuickStick@100 linear motor (<https://youtu.be/29D1bJdX7nl>) and embedded software products.

Managed requirements and contracts with software developers [DMC](#) and [Superior Controls](#) delivering a Mitsubishi PLC interface and Allen Bradley applications on time and on budget.

Managed partnership with [KNAPP](#), a global warehouse logistics supplier, to prototype a linear motor-based goods-to-person transport solution (<https://youtu.be/jVCZjf9jkUs>).

Grew business networks with Beckhoff US, Mitsubishi Electric US, Schneider Electric (Elau), and Rockwell Automation (Allen-Bradley). Initiated cross-marketing with Yaskawa America robots.

Product and Project Manager for new product development of MagneMotion's MagneMover LITE® modular linear transport solution.

Applications Engineer for Gentex' 3,000+ units/hour linear motor transport (<https://youtu.be/VDGmeqj6M5s>).

Principal Systems Engineer for an ore-mining, 75 ton/minute, steep-angle, mass-material, linear motor transport prototype (<https://youtu.be/4iTspcfV3iY>) for [Freeport McMoran Copper & Gold](#).

Field Engineer, Systems Engineer, [Electro-Motive Diesel, Inc.](#),

May 1999 to Aug 2005

Traveled to inspect, qualify, troubleshoot, and deploy, diesel-electric locomotives for railroad customers.

Project Management and development of a multi-mode wireless data tracking and diagnosis of condition-based locomotive maintenance.

Research Engineer, [Center for Automation Technologies, RPI,](#)

Fall 1997 - Spring 1999

Developed motion algorithms for a cartesian material-handling robot. Prototyped 3D rendering for an underground pipe-mapping system.

Internship, General Motors, Controls Robotics & Welding,

Summer 1998

Managed bids for Robotic Assist Device "co-bot", programmed Payload Management application for sizing and selecting welding robots.

Engineering Co-op., GRACO Children's Products.

Summers 1995, 1996 & Spring 1997

Plastics design, AutoCAD drafting, quality testing, research, rapid proto-typing, modeling, mill and lathe experience.

SKILLS & INTEREST

Family, reading, and home projects. US citizen. Able to travel.

References available.

RECEIVED

JUL 26 2019

TOWN OF AYER
TOWN CLERK

9:14 AM *lf*

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



The Ayer Board of Selectmen will be conducting a Public Hearing on Tuesday August 13, 2019 at 7:10 PM at the Ayer Town Hall, 1st Floor Meeting Room, 1 Main Street, Ayer, MA 01432 regarding an petition by National Grid to install approximately 660 feet of conduit from Pole 6 Littleton Road to transformers 1,2,3, and 4 pursuant to MGL c.166 sec 22. Plan Number 28015264.

Name of Applicant: National Grid
Date of Public Hearing: Tuesday August 13, 2019
Time of Public Hearing: 7:10 PM
Location of Public Hearing: 1st Floor Meeting Room, Ayer Town Hall
1 Main Street Ayer, MA 01432

Copies of the application are available at the Ayer Board of Selectmen's Office Monday, Wednesday and Thursdays from 8am – 4pm; Tuesdays 8am – 7pm and Fridays 8am – 1pm.

Questions contact – Doug Hyland 781-423-3076

Petition of the NATIONAL GRID
OF NORTH ANDOVER, MASSACHUSETTS
For Electric conduit Location:

To the Board of Selectmen of Ayer, Massachusetts

Respectfully represents the NATIONAL GRID of North Andover, Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked – Littleton Road – Ayer – Massachusetts.

The following are the streets and highways referred to: Plan number # 28015264.
Littleton Road - National Grid to install ~660ft of conduit from pole 6 Littleton Road to transformers 1,2,3,4.

Location approximately as shown on plan attached

NATIONAL GRID

BY Pat Cody
Engineering Department

Dated: July 19, 2019



OLD TOWNE VILLAGE PRIMARY CABLE REPLACEMENT

PROPOSED ONE LINE DIAGRAM WR#28015264

FEEDER: 201W1



Notes:
-Install ~830' of 1-1/C #2 SAL EPR

LEGEND	
	Closed / Open Elbow
	3Ø Padmount Transformer
	1Ø Padmount Transformer
	UG 3Ø Cable
	UG 1Ø Cable
	Splice Type UR50 ID: 0809726
	Fused Cutout
	Joint Owned Pole
	Riser
	MH Manhole
	PB Pull Box
	- Replace
	- Remove
	- Existing
	- Install

Warning: This One Line Diagram is for electrical reference only. Do not use for switching.

PROPRIETARY NOTICE

THIS DOCUMENT AND ITS CONTENTS ARE CONFIDENTIAL AND TRADE SECRET INFORMATION TO THE EXTENT OF APPLICABLE TECHNOLOGY. THE USER IS TO BE KEPT IN CONFIDENCE. THE USER IS TO BE KEPT IN CONFIDENCE AND NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. THE USER IS TO BE KEPT IN CONFIDENCE AND NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. THE USER IS TO BE KEPT IN CONFIDENCE AND NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

REV	DESCRIPTION	DATE	CADD	ENGINEER	APPROVED
	INITIAL DRAWING RELEASE	6/26/18	TH	JP	JP



200 LEDGERWOOD PLACE (SUITE 300)
ROCKLEND, VA 20150
TEL: (781)-493-3076
EMAIL: DHYLAND@OPTENG.COM
DESIGNER: DOUGLAS HYLAND

OLD TOWN ESTATES URD
REVISED: 1/18
W/R# 28015264

SCALE	DWG NO.	DWG	PROPOSED	REV
AS SHOWN	28015264	02	PROPOSED	1A

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



X

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

Review Deadline Date Wednesday August 7, 2019

Public Hearing Date Tuesday August 13, 2019

Permit Sought Pole Petition pursuant to MGL c. 166, sec. 22

Description National Grid to install approximately 660 feet of conduit from Pole 6 Littleton Road to transformers 1,2,3, and 4 pursuant to MGL c.166 sec 22. Plan Number 28015264.

Submitted by National Grid

Address North Andover Telephone Doug Hyland 781-423-3076

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

Comments:

Signed [Signature]

Title Health Insp

Date 8/8/19

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



Board of Health
 Department of Public Works
 Police Department
 Fire Department
 Building Inspector/Zoning Enforcement Officer
 Conservation Committee
 Treasurer/Tax Collector
 Town Clerk
 Assessor's Office
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Address North Andover Telephone Doug Hyland 781-423-3076

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Comments: No issues from DPW

Signed M. Uje

Title Supt of Public Works

Date 8-8-19

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



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

Review Deadline Date Wednesday August 7, 2019
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Permit Sought Pole Petition pursuant to MGL c. 166, sec. 22

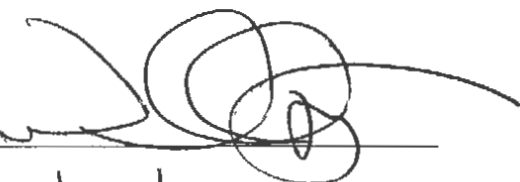
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Submitted by National Grid

Address North Andover Telephone Doug Hyland 781-423-3076

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

Comments: None

Signed 

Date 2/29/19

Title Chief of Police

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



- Board of Health
- Department of Public Works
- Police Department
- Fire Department
- Building Inspector/Zoning Enforcement Officer
- Conservation Committee
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Submitted by National Grid

Address North Andover Telephone Doug Hyland 781-423-3076

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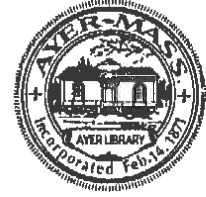
Comments: No issues

Signed *D. Perly*

Title Fire Chief

Date 7-30-19

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



_____ Board of Health
_____ Department of Public Works
_____ Police Department
_____ Fire Department
 Building Inspector/Zoning Enforcement Officer
_____ Conservation Committee
_____ Treasurer/Tax Collector
_____ Town Clerk
_____ Assessor's Office
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Submitted by National Grid

Address North Andover Telephone Doug Hyland 781-423-3076

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

Comments: Approve

Signed *Douglas Hyland*

Title Building/Zoning

Date 7-30-19

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



- Board of Health
- Department of Public Works
- Police Department
- Fire Department
- Building Inspector/Zoning Enforcement Officer
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Submitted by National Grid

Address North Andover Telephone Doug Hyland 781-423-3076

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

Comments:

The applicant will have to demonstrate that the proposed work is not in the 100' buffer zone of a wetland nor the 200' riverfront resource area to the brook that runs behind the property.

Signed Jo. Amleystett

Title conservation administrator

Date 8/1/19

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



_____ Board of Health
_____ Department of Public Works
_____ Police Department
_____ Fire Department
_____ Building Inspector/Zoning Enforcement Officer
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 Treasurer/Tax Collector
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Submitted by National Grid

Address North Andover Telephone Doug Hyland 781-423-3076

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

Comments: No Bills For 6 Littleton Since 2003 - paid and up to date OK BRP

Signed Barbara Levey

Title Treasurer/Tax Collector

Date 7/30/2019

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



_____ Board of Health
_____ Department of Public Works
_____ Police Department
_____ Fire Department
_____ Building Inspector/Zoning Enforcement Officer
_____ Conservation Committee
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Submitted by National Grid

Address North Andover Telephone Doug Hyland 781-423-3076

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

Comments:

Signed *Douglas Copland*
Date August 17, 2019

Title *Town Clerk*

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



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Submitted by National Grid

Address North Andover Telephone Doug Hyland 781-423-3076

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

Comments:

Signed Thomas Hegan

Date 7/30/19

Title Assessing Administrator

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



_____ Board of Health
_____ Department of Public Works
_____ Police Department
_____ Fire Department
_____ Building Inspector/Zoning Enforcement Officer
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Submitted by National Grid

Address North Andover Telephone Doug Hyland 781-423-3076

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

Comments: No comment.

Signed 

Title Town Planner

Date 8-17-2019

Town of Ayer
Board of Selectmen's Office
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- Department of Public Works
- Police Department
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Address North Andover Telephone Doug Hyland 781-423-3076

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

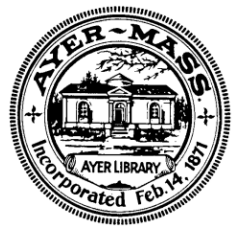
Comments: RECOMMEND APPROVAL.

Signed *D. A. O'Connell*

Title DR. AOCED

Date 8/29/2019

**Office of the Board of Selectmen
Office of the Town Manager**



Town of Ayer| Ayer Town Hall| 1 Main Street| Ayer, MA 01432|978-772-8220| www.ayer.ma.us

MEMORANDUM

DATE: August 8, 2019

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Manager

SUBJECT: Proposed DRAFT Community Host Agreement – Pharmaseed, Inc.

Dear Honorable Selectmen,

Per the BOS directive at your meeting on July 16, 2019, the proposed DRAFT community host agreement from Pharmaseed, Inc. was sent to Town Counsel for legal review. Attached is Town Counsel's recommended legal form and language for the DRAFT Community Host Agreement (See Attached). The Town Manager and Assistant Town Manager met with Pharmaseed and they agree to the Town's proposed version of the host agreement.

Additionally, subsequent to the BOS meeting with Pharmaseed, Inc. on July 16, 2019, the Town Manager and Assistant Town Manager met with Pharmaseed and as a result of the discussion between the BOS and Pharmaseed on July 16, 2019 regarding a charitable component to the host agreement; the Town Manager and Assistant Town Manager negotiated an additional annual fee of \$50,000 per year of the agreement to fund various charitable/non-profit/educational programs in the Town of Ayer subject to input from Pharmaseed, Inc. and the Town of Ayer.

This annual fee of \$50,000 is in addition to the one percent (1%) host community impact fee.

Pharmaseed, Inc. will attend the August 13, 2019 BOS Meeting to further discuss this proposed DRAFT Community Host Agreement with the BOS.

If you have any questions prior to the meeting, please do not hesitate to contact me directly.

Thank you.

Attachment: Revised Proposed DRAFT Community Host Agreement – Pharmaseed, Inc.

**TOWN OF AYER AND
PHARMASEED INC.**

HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT (“AGREEMENT”) is entered into this 13th day of August, 2019 by and between Pharmaseed Inc., a Massachusetts corporation with a principal address of 4 New England Way (the “Company”), and the Town of Ayer, a Massachusetts municipal corporation with a principal address of 1 Main Street (the “Town”), acting by and through its Board of Selectmen in reliance upon all of the representations made herein.

WHEREAS, the Company wishes to locate a 28,000 square foot Marijuana Cultivator, and Marijuana Product Manufacturer for the cultivation, product manufacturing (including transportation), commercial production and distribution of marijuana for adult use (the “Establishment”) at 4 New England Way and Map 17-Parcel 20 in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 500.00, and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations; and

WHEREAS, the Town recognizes the Establishment may benefit the Town and its citizens through increased economic development, additional employment opportunities for residents, and a strengthened local tax base; and

WHEREAS, the Company anticipates that the Town will incur additional expenses and impacts on the Town’s road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting and consulting services and public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite licenses from Cannabis Control Commission (the “CCC”) or such other state licensing or monitoring authority, as the case may be, to operate the Establishment and receives all required local permits and approvals from the Town;

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of the Establishment, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town; and

WHEREAS, the Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:

1. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of the Establishment, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the Establishment in the Town, then the Company agrees to provide the following Annual Payments:

A. Community Impact Fee

The Company anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, the Company agrees to pay an Annual Community Impact Fee to the Town, in the amount and under the terms provided herein.

1. Company shall pay an Annual Community Impact Fee in an amount equal to three percent (1%) of the wholesale value of marketable product produced by the cultivation and product manufacturing operations at the Establishment which are not sold directly to consumers on-site, but are distributed to other off-site marijuana establishments. Wholesale Value shall be determined by arms-length wholesale sales made by the Establishment during the year and shall include all marijuana, marijuana infused products, paraphernalia and any other products produced and sold by the Establishment.
2. The Annual Community Impact Fee shall be made in quarterly installments per the Town's fiscal year (July 1 - June 30). The Annual Community Impact Fee for the first year of operation shall be prorated based on the number of months the Establishment is in operation. The Establishment shall be deemed in operation six (6) months upon receipt of both an occupancy permit from the Building Commissioner and the issuance of a final license from the Cannabis Control Commission.
3. The Annual Community Impact Fee shall continue for a period of five (5) years from the date the Establishment commences operations. The Establishment shall be deemed in operation upon receipt of both an occupancy permit from the Building Commissioner and the issuance of a final License and approval to grow from the CCC. A minimum of 3 months prior to the conclusion of the five year term, the parties shall negotiate in good faith the terms of a new Annual Community Impact Fee as an Amendment to this Agreement. Provided, however, that if the parties are unable to reach an agreement on a successor Community Impact Fee, the Annual Community Impact Fee specified in

Paragraph 2.A.1 of this Agreement shall remain in effect and shall not be reduced below the amount set forth above.

4. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to off-set costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.
5. Pursuant to M.G.L. c. 94G, §3(d), a “community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment...” Notwithstanding the foregoing, the Parties hereby acknowledge the difficulty in computing actual Town costs and agree that impacts may result in municipal budgetary increases that cannot be separately identified or precisely quantified. Consequently, the Company agrees that the payments due under this Agreement are reasonably related to Town costs and waives any claims to the contrary.

B. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal the Town’s building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
2. Establishment Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable third-party consulting costs and fees related to any land use applications concerning the Establishment, negotiation of this and any other related agreements, and any review concerning the Establishment, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Establishment that may be required in addition to the Planning Board’s review under the Bylaw, for which reimbursement will be required pursuant to G.L. c.44 §53G.
3. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Establishment and/or reviewing the Establishment and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.
4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to its timely payment of all funds required under Section 1 of this Agreement. In the event that any such payments are not fully made with five (5)

days of the date they are due, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments if the Company fails to cure the default within five (5) days following issuance of written notice from the Town of the default.

C. Annual Charitable/Non-Profit Contributions

The Company, in addition to any funds specified herein, shall annually contribute to public local charities/non-profit organizations in the Town, or a regional non-profit organization that directly benefits residents of the Town, in an amount of \$50,000 (Fifty thousand dollars), said charities/non-profit organizations to be determined by the Ayer Board of Selectmen with the approval of the Company in its reasonable discretion. The Annual Charitable Non/Profit Contribution shall be made annually beginning on the first anniversary following the commencement of sales at the Establishment, and shall continue for the term of this Agreement.

The parties hereby recognize and agree that any charitable/non-profit contributions to be paid by the Company shall not be deemed a community impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d).

D. Annual Reporting for Host Community Impact Fees and Benefit Payments

The Company shall submit an annual written report to the Town's Board of Selectmen within thirty (30) days after the payment of its fourth quarterly installment of the Annual Community Impact Fee with a certification of: (1) its annual sales; and (2) its compliance with all other requirements of this Agreement. During the term of this Agreement the Company shall agree, upon request of the Town, to appear before a meeting of Board of Selectmen to review compliance with the terms of this Agreement. Such meeting shall occur no later than thirty (30) days following written notice from the Town.

The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a Certificate of Registration for the Establishment.

During the term of this Agreement, and for three (3) years following the termination of this Agreement, the Company shall agree, upon request of the Town, to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the payment of its Annual Community Impact Fee are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are

maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

2. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Establishment when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents and make reasonable efforts to utilize women-owned, minority-owned, and veteran-owned vendors within the Town. The Company's annual report to the Board of Selectmen shall include information concerning the number of Brewster residents employed at the Establishment.

3. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

4. Security

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with Town's Police Department in reviewing and approving all security plans prior to implementation and commencement of operations.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Establishment and with regard to any anti-diversion procedures to ensure that marijuana and marijuana products are not being transferred to the illegal market or to minors. .

To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Establishment.

The Company shall promptly report the discovery of the following to Town Police within 24 hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

5. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Establishment, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Establishment. Said written policies and procedures, as may be amended from time to time, shall be reviewed by the Board of Selectmen as part of its annual review of the Establishment and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

6. Additional Obligations

A. Permitting

The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining a license for operation of the Establishment in the Town, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate the Establishment in the Town.

B. Retained Authority of the Municipality

This agreement does not affect, limit, or control the authority of the Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Establishment to operate in the Town, or to refrain from enforcement action against the Company and/or the Establishment for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

C. Annual Reporting

The Company shall file an annual report with the Board of Selectmen in connection with its annual financial submissions on July 31 of each year for purposes of reporting on compliance with each of the terms of this Agreement and shall, at the request of the Board of Selectmen, appear at a regularly scheduled meeting to discuss the Annual Report.

D. Annual Inspections

The Company agrees that it will voluntarily submit to a minimum of one annual inspections by the Police, Fire and Building Departments to ensure compliance with the terms of this Agreement and other local approvals. This provisions shall not preclude the municipality or any of its departments from conducting inspections at other times during the year to address enforcement matters.

E. Improvements to the Property

The Company shall make capital improvements to the property such that the property will match the look and feel of the Town and the surrounding parcels, and be of construction standards at least at the quality of other nearby businesses.

7. Electrical Usage and Renewable Energy Requirements

The Company shall (a) satisfy all minimum energy efficiency and equipment standards established by the Cannabis Control Commission and meet all applicable environmental laws, regulations, permits, and other applicable approvals; (b) adopt and use best management practices as determined by the Cannabis Control Commission to reduce energy usage and consumption and engage in energy conservation; and (c) ensure that lighting power densities for cultivation spaces does not exceed an average of 36 watts per gross square foot of active and growing canopy.

The Company shall report to the Board of Selectmen annually on its energy use and shall include in its annual report a summary of its ongoing strategies to further reduce electrical demand.

8. Water Consumption

The Company shall follow the CCC's Best Management Practices for Water Use. In addition the Company shall install water meters, conduct regular water audits to determine the amount and location of water use, and develop and implement a water savings strategy. The Company shall report to the Board of Selectmen annually on its water use, and shall include in its annual report a summary of its ongoing strategies to further reduce water use.

9. Waste and Waste Water Controls

The Company shall ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations and comply with the CCC's Waste Management Requirements.

The Company shall exclusively use organic or natural cultivation processes to limit the risk of cultivation-related pollutants and contaminants from being discharged into surface water and groundwater. Company shall utilize cultivation processes such as hand watering of plants and use of dehumidification systems to ensure that there is no wastewater discharged as part of the cultivation at the Facility. Company agrees to consult with the Ayer Department of Public Works regarding its cultivation methods and wastewater plan prior to commencing cultivation at the Establishment or in the event of a change of the Company's cultivation practices that may result in wastewater discharge at the Establishment. The Company shall comply with all reasonable requests of the Ayer Department of Public Works, including, but not limited to, testing requirements and tank holding requirements if necessary.

The Company will ensure that no fewer than two agents witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, the Company will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Company agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three years.

10. Odor Control Technology

The Company shall ensure that odor from the Establishment is not released so as to constitute a nuisance to surrounding properties. The Company shall utilize a closed air system at the Establishment to not relive or introduce any outdoor air into the Establishment, nor allow any indoor air to escape. The Company shall employ odor control technology to remove odors and harmful volatile organic compounds (VOCs) from the Establishment. The Company shall ensure proper maintenance of all odor mitigation equipment to ensure maximum efficiency.

In the event the Town receives five or more complaints from citizens representing separate households within a two-week period with respect to odor impacts in relation to the operation of the Establishment, the Company shall be required to meet with the Board of Selectmen, which

may require that additional mitigation measures be taken, at the Company's sole expense, to address the specific nature of the complaints.

11. Re-Opener/Review

The Company or any "controlling person" in the Company, as defined in 935 CMR 500.02, shall be required to provide to the Board of Selectmen notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company or any controlling person enters into a Host Community Agreement for a Marijuana Cultivator, Marijuana Product Manufacturer or Marijuana Transporter, either individually or as co-located uses, with another municipality located within 50 miles of the Town, and with a comparable size population, that contains financial terms resulting in payments of a Community Impact Fee or other payments totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the Town pursuant to this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality. The re-negotiation of the Host Community Agreement under this provision would not preclude the Company from operating during the negotiation of the successor agreement, provided the Company is in full compliance with all other terms of this Agreement.

12. Municipal Support

The Town agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Establishment where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Establishment, in any particular way other than by the Town's normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

13. Term

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the Establishment in the Town with the exception of the Community Impact Fee, which shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d).

In the event the Company has not secured a final License from the CCC and all necessary local permits from the Town for adult use marijuana operations and commenced adult use marijuana operations at the Facility within two years from the date this Agreement takes effect, this Agreement shall expire and the Company shall be required to negotiate a new Host Community Agreement in order to operate the Facility within the Town. The Board of Selectmen, in its discretion, may agree to an extension of the two year expiration, for good cause, which shall

include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

14. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

15. Notices

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To: Robert A. Pontbriand, Town Manager|1 Main Street| Ayer, MA 01432

To Licensee: Pharmaseed Inc.| 4 New England Way| Ayer, MA 01432

16. Severability

If any term of condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

17. Governing Law

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

18. Entire Agreement

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

19. Amendments/Waiver:

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

20. Headings:

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

21. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

22. Signatures.

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

23. No Joint Venture:

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

24. Nullity

This Agreement shall be null and void in the event that the Company does not locate the Establishment in the Town or relocates the Establishment out of the Town. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Annual Payments due to the Town hereunder shall be calculated based upon the period of occupation of the Establishment within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

25. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Establishment. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing, incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

26. Third-Parties

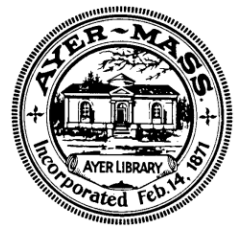
Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF

COMPANY

**Office of the Board of Selectmen
Office of the Town Manager**



Town of Ayer| Ayer Town Hall| 1 Main Street| Ayer, MA 01432|978-772-8220| www.ayer.ma.us

MEMORANDUM

DATE: August 8, 2019

TO: Ayer Board of Selectmen

R.A.P.

FROM: Robert A. Pontbriand
Town Manager

SUBJECT: Building Commissioner's Review of Fee(s) and Proposed Fee(s) Increase Recommendation

Dear Honorable Selectmen,

On August 13, 2019, Mr. Charlie Shultz, Building Commissioner will appear before the BOS to discuss his comprehensive review of all fees in the Building Department and to make a formal recommendation regarding fee increases in the Building Department. It is important to note that most of the permit fees and inspectional fees in the Building Department have not been increased since 2003. The Building Commissioner is recommending a twenty percent (20%) increase in the current fees for the Building Department to be self-sustaining and to be consistent/competitive with other Towns.

Attached is the research conducted by the Building Commissioner as well as the Building Commissioner's recommended fee increases for the Building Department; Electrical Inspector; Plumbing, Gas, and Mechanical Inspector; and Sealer of Weights and Measures.

If you have any questions prior to the meeting, please do not hesitate to contact Commissioner Shultz directly and/or my Office. The Building Commissioner looks forward to meeting with the BOS at your meeting on August 13, 2019 to discuss his proposed fee increases for your consideration.

Thank you.

Attachment (s): Building Commissioner's Proposed Building Permit Fee(s) Increase
 Building Commissioner's Proposed Electrical Permit Fee(s) Increase
 Building Commissioner's Proposed Plumbing, Gas, Mechanical Fee(s) Increase
 Building Commissioner's Proposed Sealer of Weights and Measurers Fee Increase

Cc: Charlie Shultz, Building Commissioner

Building Department

10 year average

Permits	265	High 353	Low 186
Revenue	152,000	227,000	111,000

Cost to sustain the Department

Budget 106,000

Administrative

Salary 50% 26,000
Benefits 10,000

Benefit pkg. 19,000 -14,000 5,000 net

Vehicle 5,000

Support 10,000 accounting, payroll, utilities, counsel, etc.

Total 176,000

Avg. Revenue 152,000

Total deficit 24,000 16%

I am looking for a 20% (+=-) adjustment to our current rates in order for the Building Department to be self sustaining

See attached sheets for suggested increase's



Town of Ayer Building Department - Permit Fees

Residential

New House Construction

	Existing	Proposed
One Family	\$0.57/sf	\$0.68/sf
Two Family	\$0.62/sf	\$0.75/sf
Multiple Family	\$0.62/sf	\$0.75/sf
Basement/Foundation	\$0.62/sf	\$0.75/sf
Attached Garage	\$0.57/sf	\$0.68/sf
Decks/Porches	\$0.57/sf	\$0.68/sf
Walk-up unfinished Attics	\$0.25/sf	\$0.30/sf
Certificate of Occupancy	\$129.00	\$150.00
Deposit required with application	\$400.00 (non-refundable)	

Note: The above fees only apply to new house construction.

Residential

Renovations, Additions, Deck Additions, Repairs, Solar Panels, Etc.

Total Estimate Cost of Construction:	Existing	Proposed
\$100 to \$500	\$21.00	\$75.00
\$501 to \$999	\$51.50	\$75.00
\$1000 to \$10,000	\$103.00	\$125.00
\$10,001 plus	\$10.30 / \$1000	\$12.50 / \$1000
Detached residential garage	\$10.30 / \$1000	\$12.50 / \$1000
minimum	\$51.50 minimum	\$75.00
Solid Fuel Appliances (ie: wood stove)	\$31.00	\$75.00
Sheds (up to 200sf)	\$62.00	\$75.00
Mechanical	\$51.50	\$75.00
Re-roofing (residential only)	\$62.00	\$75.00
Swimming pools (above ground)	\$82.50	\$75.00
Swimming Pools (in-ground)	\$103.00	\$150.00
Party Tents	\$25.00 / tent	\$25.00 / tent

Safety Inspections

\$MGL

Sealer of Weights 'n' Measures

\$MGL

Any work performed without a building permit is **Triple Fee \$\$\$**

Residential	Existing	Proposed
Demolition	\$10.30 / \$1000	\$12.50 / \$1000
	\$103.00 minimum	\$125.00 minimum

General Business		
All construction	\$12.36 / \$1000	\$14.00 / \$1000
	\$103.00 minimum	\$140.00 minimum
Signs	\$12.36 / \$1000	\$14.00 / \$1000
	\$103.00 (minimum)	\$140.00 minimum

Industrial/Manufacturing		
All Construction	\$12.36/\$1000	\$14.00 / \$1000
	\$103.00 minimum	\$140.00 minimum
Cell Tower	\$12.36/\$1000	\$14.00/\$1000
	\$103.00 minimum	\$140.00 minimum
Commercial Re-roof	\$12.36/\$1000	\$14.00/\$1000
	\$103.00 minimum	\$140.00 minimum
Signs	\$12.36/\$1000	\$14.00 / \$1000
	\$103.00 minimum	\$140.00 minimum

Re-inspection or Additional Required Inspections \$50.00

Lost Permit Fee \$50.00

Electrical

Hourly rate was calculated @ 1 hour per inspection which includes,
The inspection, drive time, phone calls, and processing time.

Permits	293	
Inspections	732	
Fees	39,400	
Inspector @ 60%	23,640	32.29 per hour
Town	15,760	

I am proposing 3 scenario's for dis discussion : all of which h have a 25% increase in fees.

Last years f fees @ 25% increase = 49,250

#1 60/40

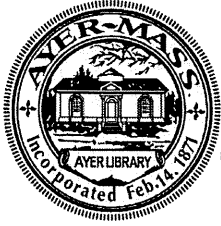
Inspector	29,550	40.36 per hour
Town	20,300	

#2 65/35

Inspector	32,000	43.75 per hour
Town	17,250	

#3 70/30

Inspector	34,475	47.50 per hour
Town	14,775	



Town of Ayer

Electrical Permit Fees:

Residential

New House Construction

		Existing	Proposed
Single Family	100 amp service	\$ 103.00	\$125.00
	200 amp service	\$ 144.00	\$175.00
	400 amp service	\$ 185.40	\$225.00
	600 amp service	\$ 185.40	\$225.00
Duplex	100 amp service	\$ 123.60/side	\$150.00/side
	200 amp service	\$ 165.00/side	\$200.00/side
	400 amp service	\$ 185.40/side	\$225.00/side

Up to 3 inspections. \$50.00 per inspection more than 3

Residential

Remodeling/Additions	1 to 10 outlets	\$ 41.00	\$80.00
	11 outlets and more	\$ 51.50	\$100.00

Residential

Service Change	100 amp	\$ 41.00	\$50.00
	200 amp	\$ 51.50	\$75.00

Residential

Apartment Houses or Condominium Building	\$103.00/ unit	\$150/ unit
--	----------------	-------------

Residential

Central Air System	\$ 51.50	\$60.00
Central Air System (35000BTU and over)	\$ 72.00	\$80.00
Appliances and Misc. (ie: Dishwasher, Smoke Detector)	\$ 31.00	\$50.00
Cable TV supply	\$ 62.00	\$70.00
Gas/Oil burner	\$ 31.00	\$50.00
Relocate Burner Emergency Switch	\$ 31.00	\$50.00
Hot Tub/Jacuzzi Tub/Septic System Pump	\$ 51.50	\$60.00
Swimming Pool	\$ 51.50	\$60.00
Trailer	\$ 51.50	\$60.00

Generator	\$60.00	\$75.00
Alarms	\$60.00	\$75.00
Solar	\$150.00	\$200.00
Re-inspection Fee	\$ 41.00	\$50.00
Annual Maintenance Permit	\$103.00	\$150.00

Industrial /Commercial

60 amp service	\$ 62.00
100 amp service	\$ 124.00
200 amp service	\$ 165.00
400 amp service	\$ 206.00
600 amp service	\$ 247.00
800 amp service	\$ 330.00
1000 amp service	\$ 824.00
2000 amp service	\$1030.00

Commercial

2% of estimated cost – minimum \$ 60.00 \$75.00 minimum
Up to \$100,000

Then 1% of anything over \$100,000

Residential or Industrial/Commercial (Misc. Permits)

Cable TV power supply	\$ 62.00	\$75.00
Underground ditch inspection	\$ 41.00/inspection	\$50.00/inspection

Any work performed without a permit is **Triple Fee \$\$\$**

Plumbing, Gas, Mechanical

Hourly rate was calculated @ 1 hour per inspection which includes, the inspection, drive time, phone calls, and processing time.

Permits	333	
Inspections	832	
Fees	44,700	
Inspector @ 60%	26,820	32.23 per hour
Town	17,880	

I am proposing 3 scenario's for discussion all of which include a 20% increase in fees.

Last years fees @ 20% increase = 53,640

#1 60/40

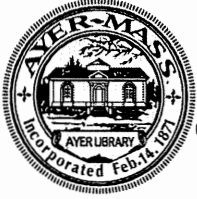
Inspector	32,184	38.68 per hour
Town	21,456	

2 65/35

Inspector	34,866	41.90 per hour
Town	18,774	

#3 70/30

Inspector	37,548	45.21 per hour
Town	16,092	



Town of Ayer

Plumbing and Gas Permit Fees:

Residential

Gas permits	Existing	Proposed
First fixture	\$ 82.50	\$100.00
Each additional fixture	\$ 12.50	\$15.00
LP tank installations	\$ 82.50	\$100.00

Residential

Plumbing permits		
First fixture	\$ 82.50	\$100.00
Each additional fixture	\$ 12.50	\$15.00
Minor repairs		
Direct replacement of one fixture	\$ 40.00	\$60.00
(Replacement of water heater, back-flow valves for sprinkler systems)		

Industrial/Commercial

Gas permits		
First fixture	\$ 82.50	\$100.00
Each additional fixture	\$ 14.50	\$17.50

Industrial/Commercial

Plumbing permits		
First fixture	\$ 82.50	\$100.00
Each additional fixture	\$ 14.50	\$17.50

Mechanical

Residential		
HVAC Sheet Metal	\$10.30/\$1000	\$12.50/\$1000
	\$103.00 minimum	\$125.00 minimum
Commercial		
HVAC Sheet Metal	\$12.36/\$1000	\$15.00/\$1000
	\$103.00 minimum	\$150.00 minimum

Any work performed without a permit is **Triple Fee \$\$\$**

Sealer of Measure and Wiegths

Pay is \$333 dollars per month.

Since 2010 his workload has been increased by,

- 19 Oil Trucks
- 15 Gas & Diesel Pumps
- 4 Large Capacity Scales
- 27 Regular Scales



MEMORANDUM

Date: August 8, 2019
To: Board of Selectmen
From: Mark Wetzel, P.E., Superintendent of Public Works
Dan Van Schalkwyk, P.E., Town Engineer
Subject: **Agenda Items for August 13, 2019 BOS Meeting**

1. **Approval of Change Order 1 for Prospect and Oak Street Infrastructure Project** – Attached is Change Order No. 1 for the Prospect and Oak Street Infrastructure Project. The change order amount is for \$67,324.58. This includes five items: additional line striping as required by Ayer Fire Department, cement concrete driveway aprons in lieu of asphalt, additional pipe segment of cured-in-place pipe lining, 4-inch domestic water service at Ayer District Court, and an additional drain connection required at East Main Street and Oak Street.

For signature by the Chairman.

2. **Approval of Change Order 1 for DPW Garage Project** – Attached is Change Order No. 1 for the construction of the Ayer DPW Highway Garage. The change order amount is \$11,119.46. This is for additional fire alarm equipment as required by the Ayer Fire Department.

For signature by the Chairman.

3. **Ayer DPW Project Updates** – We will provide brief updates on on-going DPW projects including:

- a. Water Supply PFAS contamination
- b. Oak and Prospect Sts. CDBG grant construction
- c. Chapter 90 paving
- d. Complete Streets grant award

Change Order No. 1

Date of Issuance: _____ Effective Date: _____

Project: Prospect and Oak Street Infrastructure Project	Owner: Town of Ayer, MA	Owner's Contract No.: 19DPW10
Contract: Prospect and Oak Street Infrastructure Project		Date of Contract: March 19, 2019
Contractor: J. D'Amico, Inc.		Engineer's Project No.:

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

Description: Additional line striping/signs per Fire Dept,
change HMA driveways to concrete, additional CIPP lining, additional drainage at East Main Street, court house domestic water service

Attachments: (List documents supporting change): 1. May 10, 2019 letter from Dan Van Schalkwyk to Scott Pueschel.
2. Email from Scott Pueschel to Dan Van Schalkwyk dated May 15, 2019.
3. J. D'Amico estimate for drain connection across East Main Street.
4. J. D'Amico estimate for court house domestic water service.
5. Memo from Dan Van Schalkwyk dated August 8, 2019.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>691,253.34</u>	Original Contract Times: <input checked="" type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): <u>October 31, 2019</u> Ready for final payment (days or date): <u>November 30, 2019</u>
Increase from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ <u>691,253.34</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>October 31, 2019</u> Ready for final payment (days or date): <u>November 30, 2019</u>
Increase of this Change Order: \$ <u>67,324.58</u>	Increase of this Change Order: Substantial completion (days or date): <u>5 days</u> Ready for final payment (days or date): <u>5 days</u>
Contract Price incorporating this Change Order: \$ <u>758,577.92</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>November 5, 2019</u> Ready for final payment (days or date): <u>December 5, 2019</u>

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

DEPARTMENT OF PUBLIC WORKS

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

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

Memorandum

Date: August 8, 2019

To: Scott Pueschel, J. D'Amico, Inc.

From: Dan Van Schalkwyk, P.E., Ayer DPW

Re: Change Order 1 – Prospect and Oak Street Infrastructure Project

Below are the proposed changes and associated costs I have calculated for Change Order 1:

Proposed Change 1 – Relocating Sidewalk

Not proceeding with this proposed change.

Proposed Change 2 – Additional line striping and signage per Ayer Fire

\$1,200.00 for line striping

\$800 (calculated 2 each at unit bid price of \$400)

Proposed Change 3 – Change asphalt driveway aprons to concrete

\$22,000.00 (calculated as Item A3 minus Item 11e of the bid)

Proposed Change 4 – Additional cured-in-place pipe lining

\$14,910.00 (calculated as 213 LF at unit bid price of \$70 per linear foot)

Court House Domestic Service

\$19,842.00

Drain connection across East Main Street

\$8,572.58

The Total Cost of Change Order 1 is \$67,324.58



May 10, 2019

J. D'Amico, Inc.
Attn: Scott Pueschel
10 York Avenue
Randolph, MA 02368

Re: Proposed Changes to Prospect Street and Oak Street Infrastructure Project

Dear Scott:

Please see below for a description of my proposed changes and information I've added to the Plans per your request. I would like you to provide a cost for each proposed change below in order to determine if they can be added to the project as a change order.

Proposed Changes


1. Propose relocating the sidewalk along the court parking lot. The proposed sidewalk will jog into the court parking lot to create on-street parking spaces. Signage changes are also required. See sheets C-2A, C-4A, and D-7.
2. Propose additional line painting on Prospect Street between School Street and the Sally Port. The Fire Chief has requested this area be designated a Fire Lane. I have added line painting for a proposed fire lane and crosswalk. One sign change is also required. See sheets C-4A and D-7.
3. Propose HMA driveways where walkway is present to be cement concrete driveways. We previously discussed using Add Alternate 3 bid item for this proposed change.
4. Propose adding sewer CIPP lining of pipe segment 3SM25 to 3SM23. See Sheet C-3B.

Information Added per Request

1. Curb elevations at 50-ft intervals. Required slight modification to drain rim elevations for DMH4, CB7, and CB8. See Sheets C-2A, C-2B, C-2C, and C-3A.
2. Locations where HMA curbing and walk are substituted for granite curbing and cement concrete walk by Add Alternates 1 and 2. See sheets C-2A, C-2B, and C-2C.

Please feel free to contact me with any questions.

Sincerely,



Dan Van Schalkwyk, P.E.
Town Engineer
Ayer Department of Public Works

Attachments:

Revised Plans C-2A, C-2B, C-2C, C-3A, C-3B, C-4A, D-7
Revised Table A Sewer Pipe Rehabilitation
CCTV Report for segment 3SM25 to 3SM23

DRAFT

CERTIFICATION:

STATUS:

ENGINEER:



Ayer DPW
25 Brook Street
Ayer, Massachusetts

REVISIONS:

MARK	DATE	DESCRIPTION
1	02/06/2019	ISSUED FOR BIDDING
2	05/10/2019	CHANGE ORDER INQUIRY - SIDEWALK AT COURT PARKING - SEE NOTE THIS SHEET
3	05/10/2019	ADD CURB ELEVATIONS FOR CONSTRUCTION REQUEST. INDICATE AREAS OF GRAN CURB AND CEM CONC WALK.

PROJECT:

PROSPECT AND OAK STREET INFRASTRUCTURE PROJECT
AYER, MA

FILE NAME:

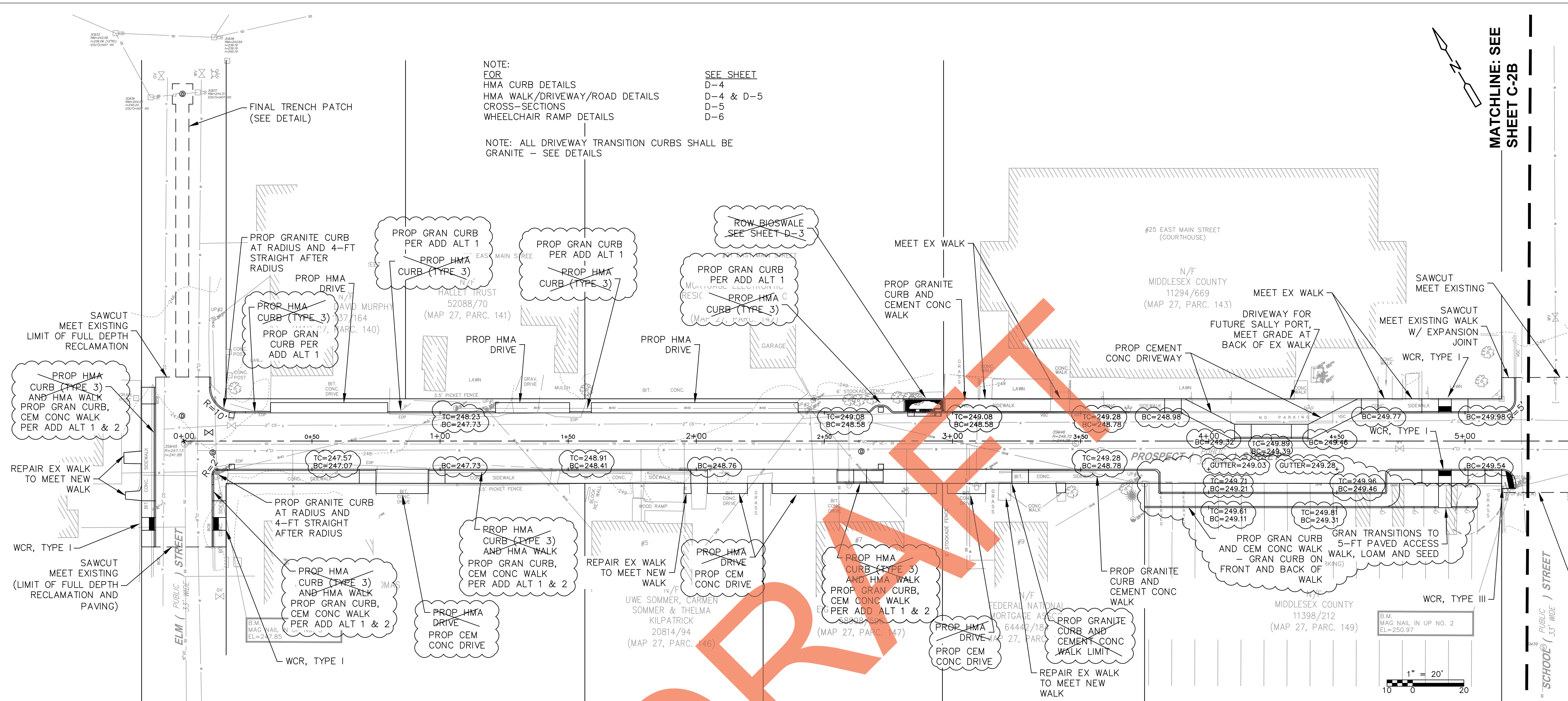
AUTHOR: DAN VAN SCHALKWYK
 DRAFTER: DAN VAN SCHALKWYK
 CHECKED BY: MARK WETZEL
 DATE: FEBRUARY 2019
 SHEET TITLE:
 CONSTRUCTION
 PLAN & PROFILE
 PROSPECT STREET
 SHEET:

C-2A

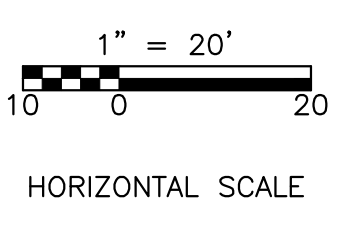
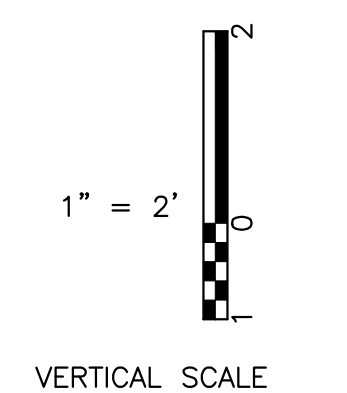
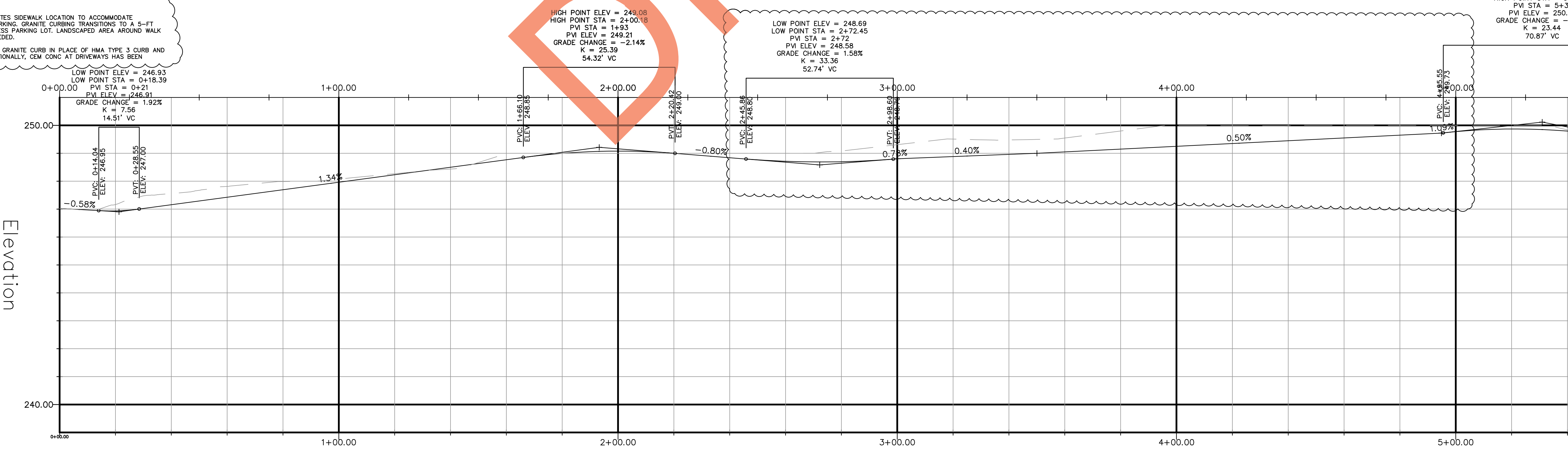
NOTE:
 FOR
 HMA CURB DETAILS SEE SHEET D-4
 HMA WALK/DRIVEWAY/ROAD DETAILS D-4 & D-5
 CROSS-SECTIONS D-5
 WHEELCHAIR RAMP DETAILS D-6

NOTE: ALL DRIVEWAY TRANSITION CURBS SHALL BE GRANITE - SEE DETAILS

MATCHLINE: SEE SHEET C-2B



- NOTES:
- PROPOSED CHANGE RELOCATES SIDEWALK LOCATION TO ACCOMMODATE ADDITIONAL ON-STREET PARKING. GRANITE CURBING TRANSITIONS TO A 5-FT WIDE PAVED WALK TO ACCESS PARKING LOT. LANDSCAPED AREA AROUND WALK SHALL BE LOAMED AND SEEDDED.
 - CURB ELEVATIONS SHOWN.
 - ADD ALT 1 AND 2 INCLUDE GRANITE CURB IN PLACE OF HMA TYPE 3 CURB AND CEM CONC WALKWAY. ADDITIONALLY, CEM CONC AT DRIVEWAYS HAS BEEN SHOWN.



CERTIFICATION:

STATUS:

ENGINEER:



Ayer DPW
25 Brook Street
Ayer, Massachusetts

REVISIONS:

MARK	DATE	DESCRIPTION
1	02/06/2019	ISSUED FOR BIDDING
2	05/10/2019	ADD CURB ELEVATIONS PER CONTRACTOR REQUEST, INDICATE AREAS OF GRAN CURB AND CEM CONC WALK

PROJECT:

PROSPECT AND OAK STREET INFRASTRUCTURE PROJECT
AYER, MA

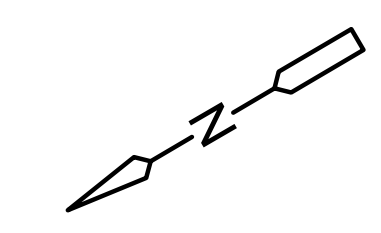
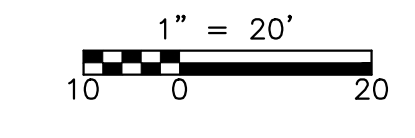
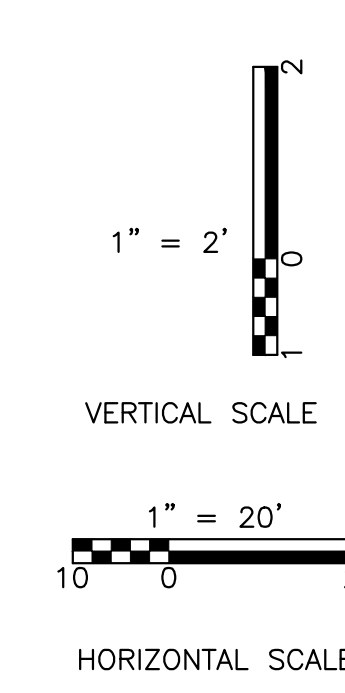
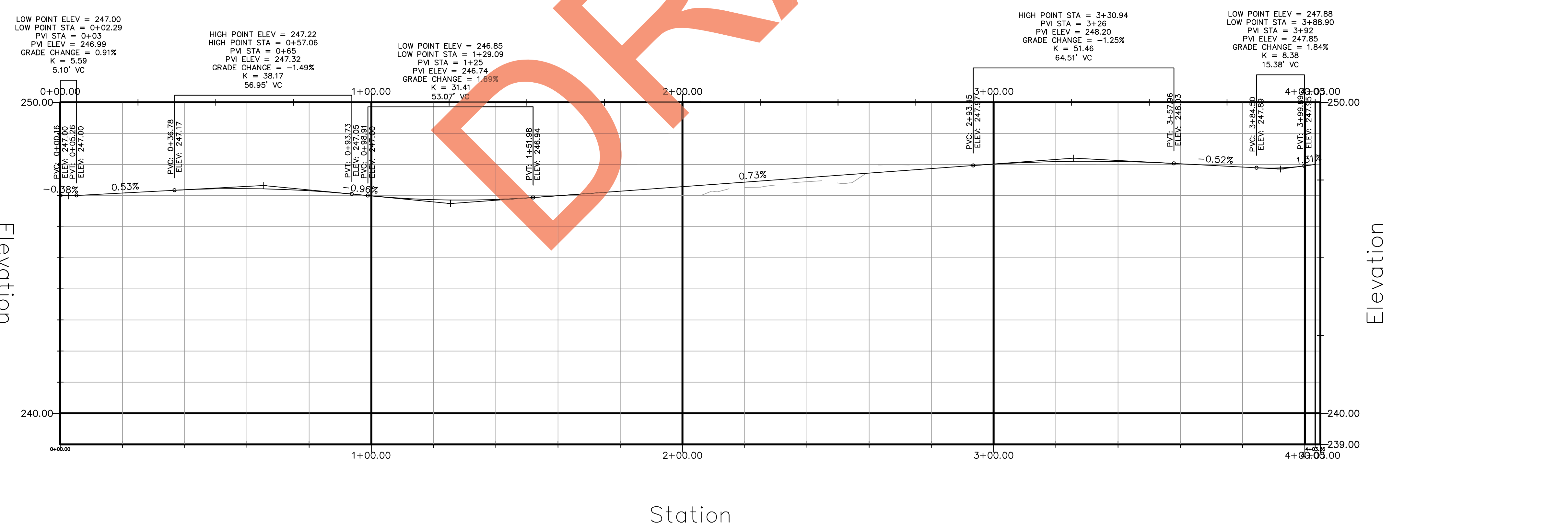
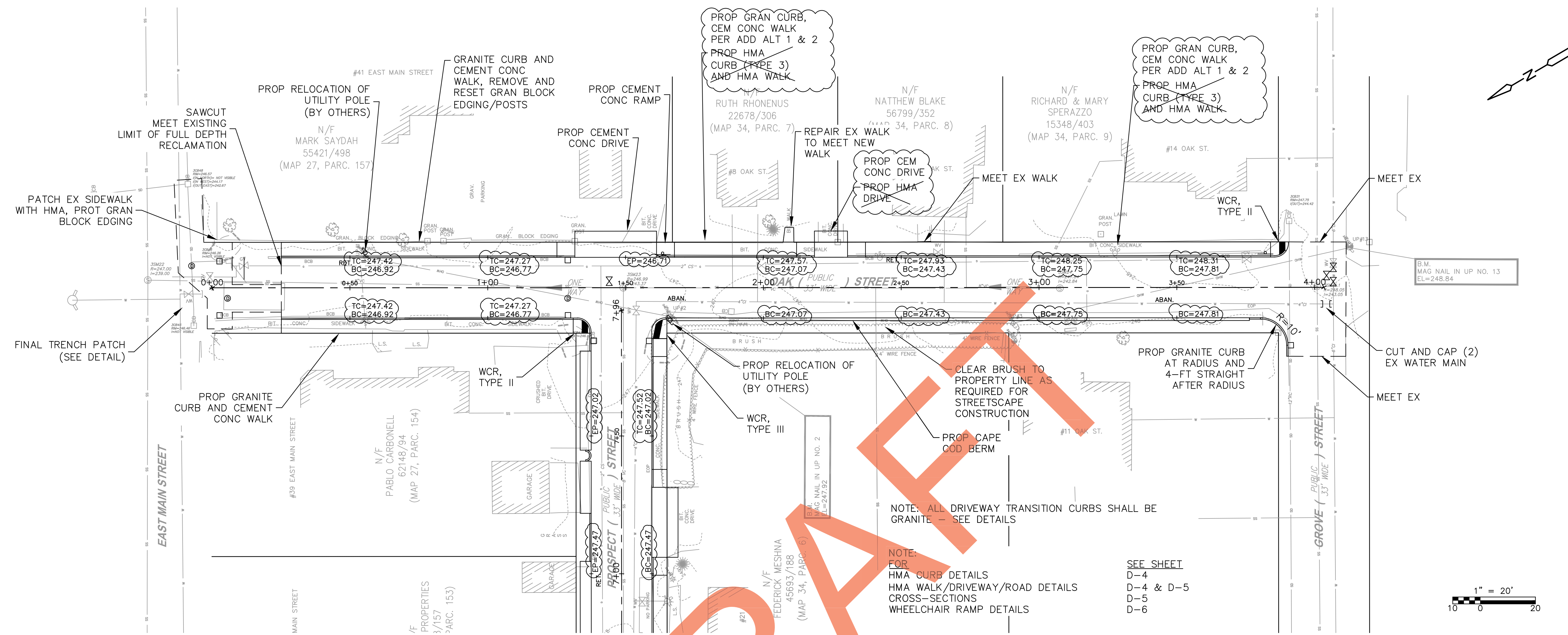
FILE NAME:

AUTHOR: DAN VAN SCHALKWYK
DRAFTER: DAN VAN SCHALKWYK
CHECKED BY: MARK WETZEL
DATE: FEBRUARY 2019

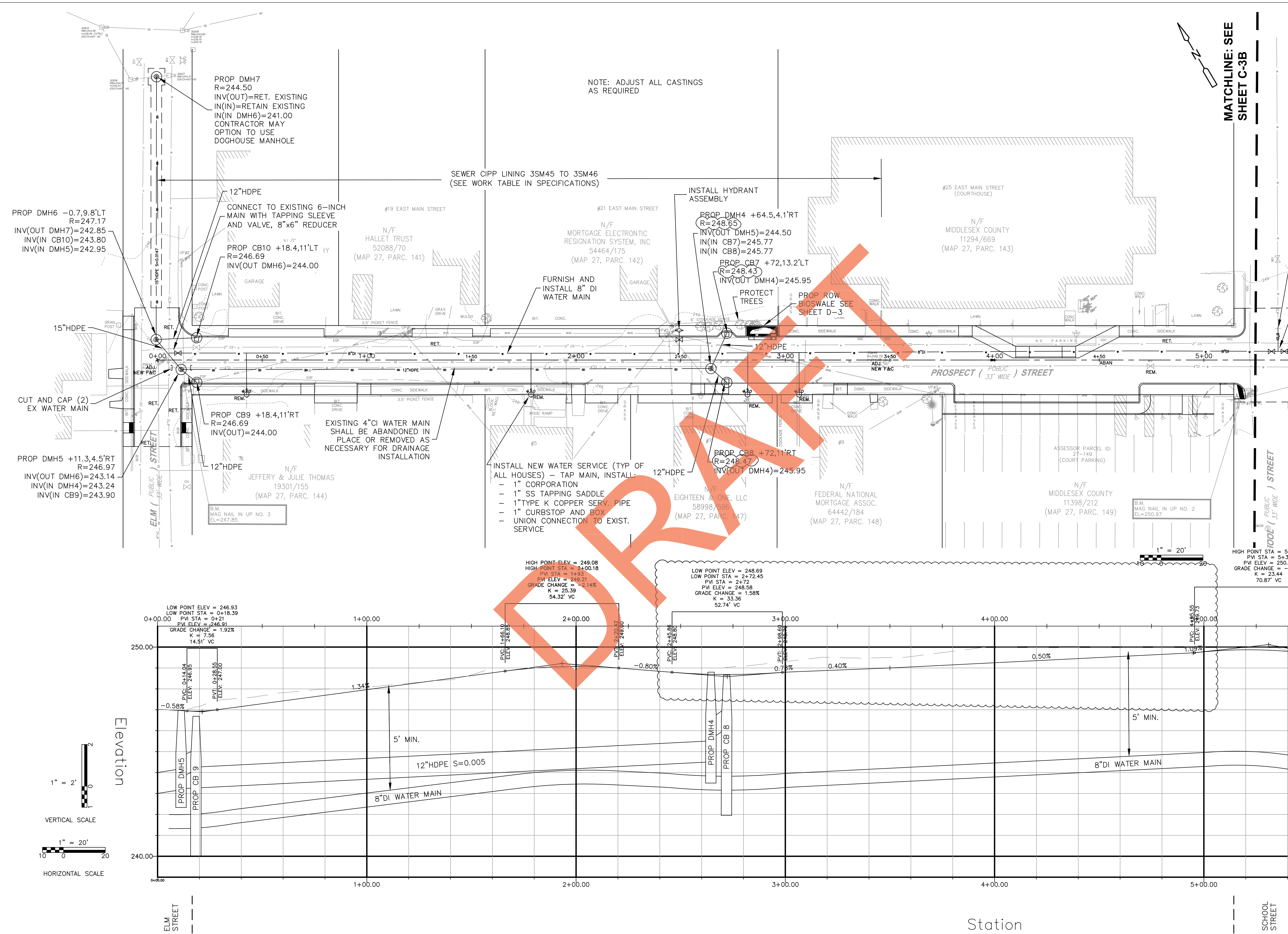
SHEET TITLE:
CONSTRUCTION
PLAN & PROFILE
OAK STREET

SHEET:

C-2C




DRAFT



MATCHLINE: SEE SHEET C-3B

CERTIFICATION:

STATUS:

ENGINEER:

Ayer DPW
25 Brook Street
Ayer, Massachusetts

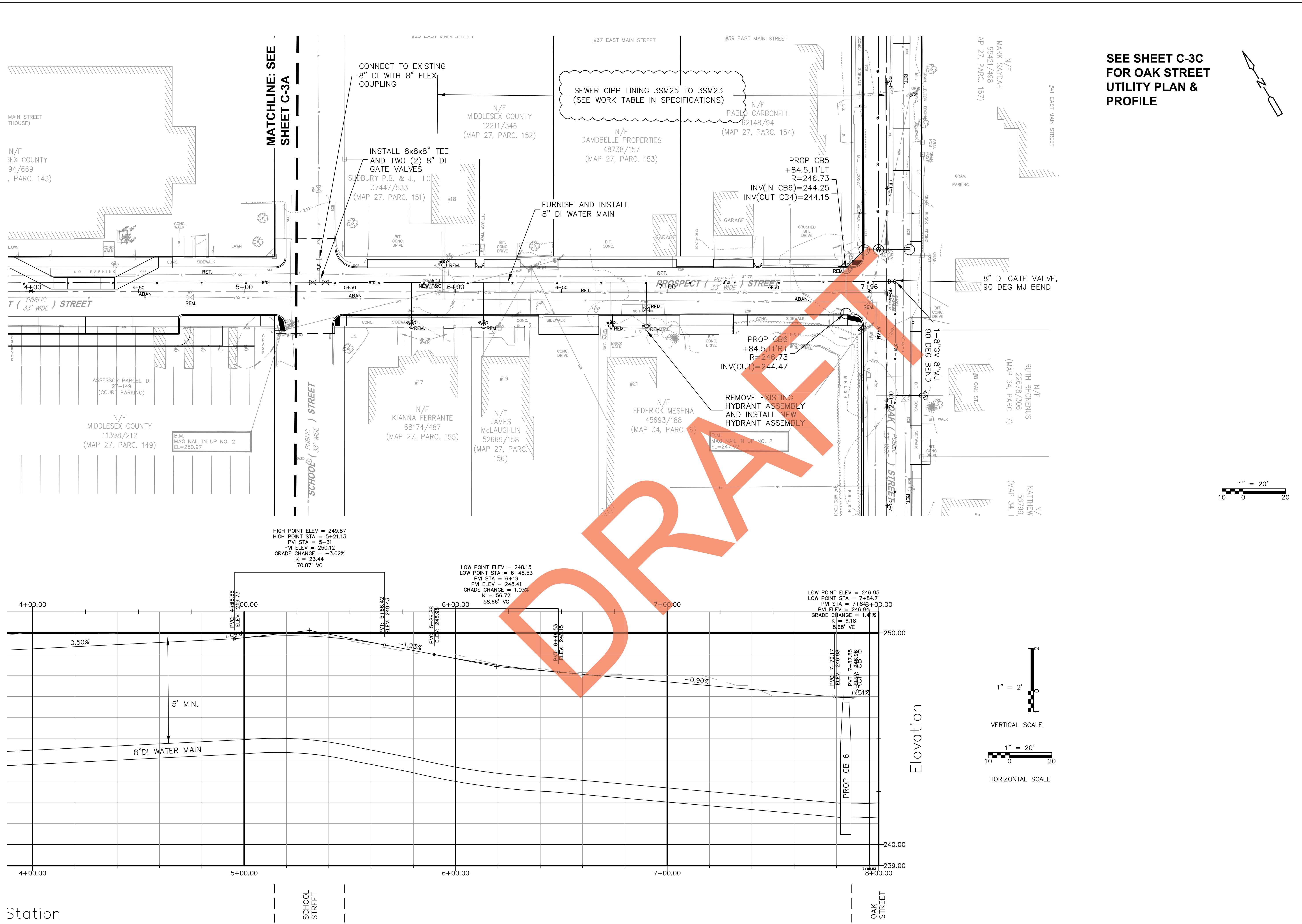
REVISIONS:

MARK	DATE	DESCRIPTION
1	02/06/2019	ISSUED FOR BIDDING
A	05/10/2019	ADJUST RM ELEVATIONS FOR DMH4, CB7, AND CB8

PROJECT:
PROSPECT AND OAK STREET INFRASTRUCTURE PROJECT
AYER, MA

FILE NAME:
AUTHOR: DAN VAN SCHALKWYK
DRAFTER: DAN VAN SCHALKWYK
CHECKED BY: MARK WETZEL
DATE: FEBRUARY 2019
SHEET TITLE:
UTILITY PLAN & PROFILE
PROSPECT STREET
SHEET:


C-3A



CERTIFICATION:

STATUS:

ENGINEER:



Ayer DPW
25 Brook Street
Ayer, Massachusetts

REVISIONS:

MARK	DATE	DESCRIPTION
1	02/06/2019	ISSUED FOR BIDDING
2	05/10/2019	CHANGE ORDER NUMBER - ADD CIPP LINING OF SEWER PIPE FROM 3SM25 TO 3SM23

PROJECT:

PROSPECT AND OAK STREET INFRASTRUCTURE PROJECT
AYER, MA

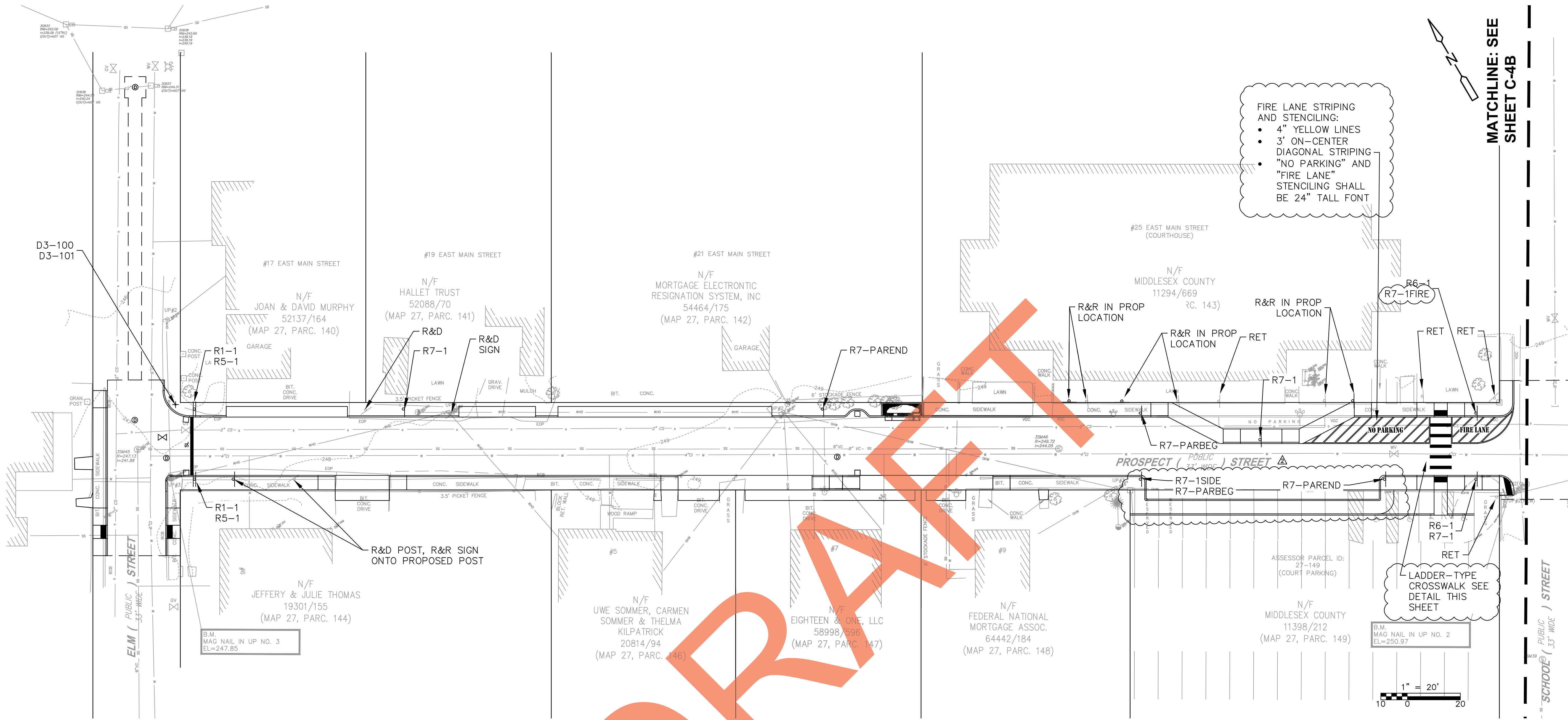
FILE NAME:

AUTHOR: DAN VAN SCHALKWYK
DRAFTER: DAN VAN SCHALKWYK
CHECKED BY: MARK WETZEL
DATE: FEBRUARY 2019

SHEET TITLE:
UTILITY PLAN &
PROFILE
PROSPECT STREET

SHEET:

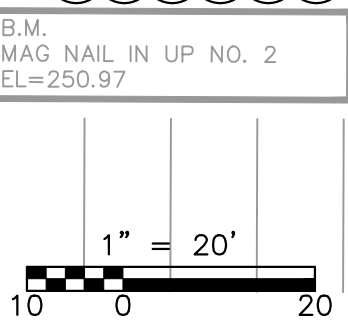
C-3B



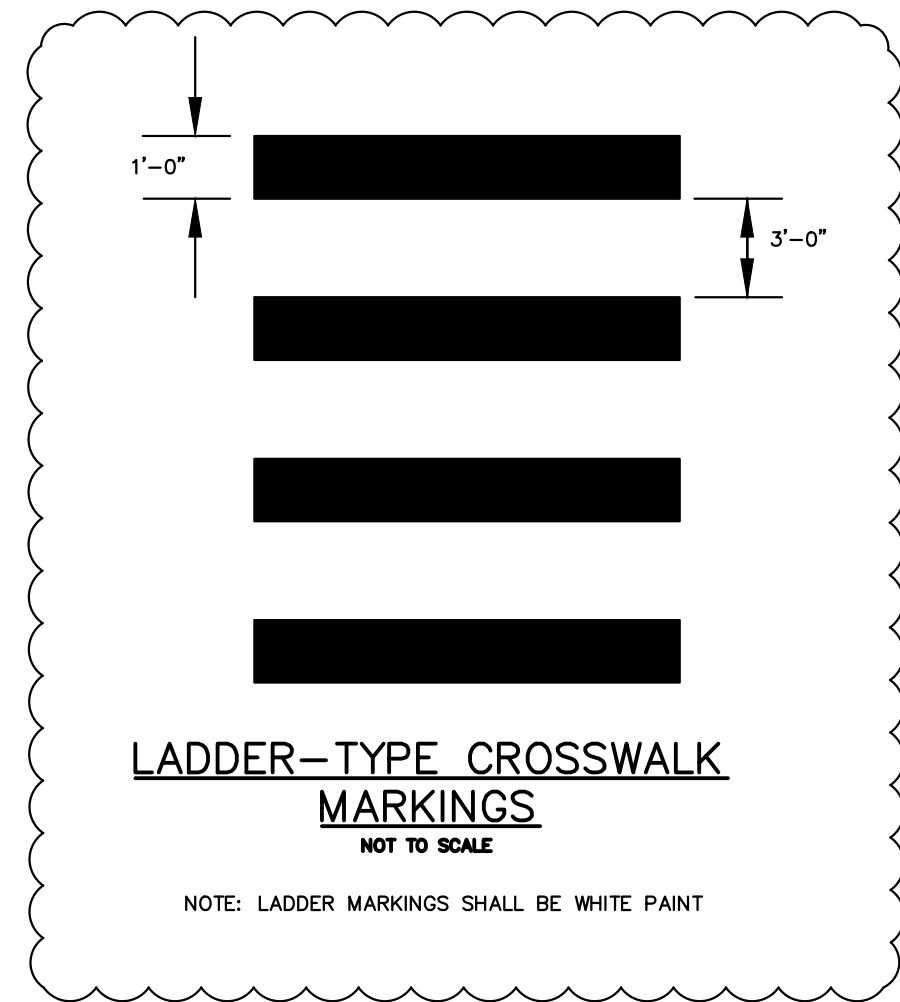
FIRE LANE STRIPING AND STENCILING:

- 4" YELLOW LINES
- 3' ON-CENTER DIAGONAL STRIPING
- "NO PARKING" AND "FIRE LANE" STENCILING SHALL BE 24" TALL FONT

MATCHLINE: SEE SHEET C-4B



NOTE:
 PROPOSED CHANGE RELOCATES SIDEWALK LOCATION TO ACCOMMODATE ADDITIONAL ON-STREET PARKING. TWO ADDITIONAL SIGNS AND ONE POST ARE REQUIRED. SEE DETAIL SHEET D-7 FOR ADDITIONAL INFORMATION.



CERTIFICATION:

STATUS:

ENGINEER:



Ayer DPW
 25 Brook Street
 Ayer, Massachusetts

REVISIONS:

MARK	DATE	DESCRIPTION
1	02/06/2019	ISSUED FOR BIDDING
2	05/10/2019	CHANGE ORDER NUMBER - SIGNAGE CHANGE: USE PAVING FOR FIRE LANE AND CROSSWALK

PROJECT:

PROSPECT AND OAK STREET INFRASTRUCTURE PROJECT
 AYER, MA

FILE NAME:

AUTHOR: DAN VAN SCHALKWYK
 DRAFTER: DAN VAN SCHALKWYK
 CHECKED BY: MARK WETZEL
 DATE: FEBRUARY 2019

SHEET TITLE:
 PAVEMENT MARKING AND SIGNING PLAN

SHEET:

C-4A

SIGN SUMMARY NOTES:

1. HIGH INTENSITY ENCAPSULATED LENS REFLECTIVE SHEETING SHALL BE USED FOR ALL SIGNS. THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" 2009 EDITION, THE 1996 MASSDOT CONSTRUCTION AND TRAFFIC STANDARD DETAILS", AND ALL AMENDMENTS WILL GOVERN.

2. ① SEE MUTCD 2009 EDITION, 1979 STD. HWY. SIGNS AND SECTION M9.30.0 TYPE III OF THE MASSDOT STANDARD SPECIFICATION FOR TEXT DIMENSIONS AND COLOR.

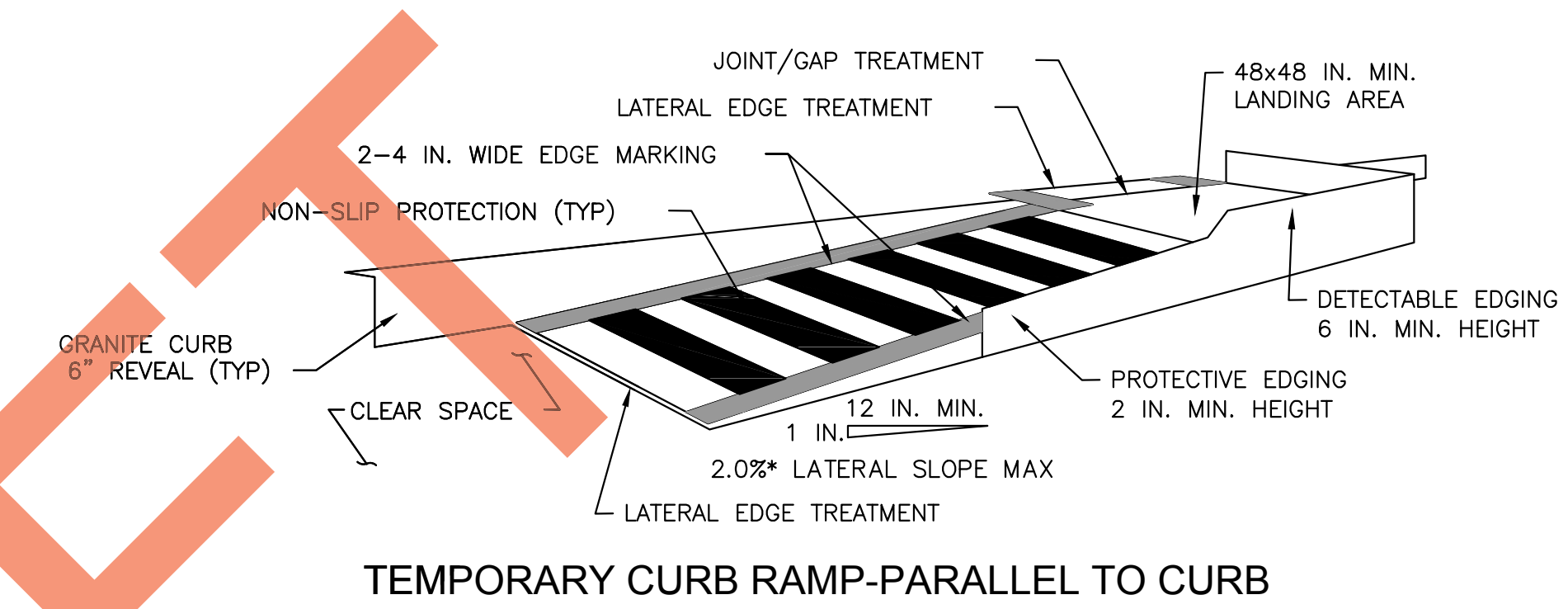
② SEE MASSDOT SIGN STANDARDS.

TRAFFIC SIGN SUMMARY

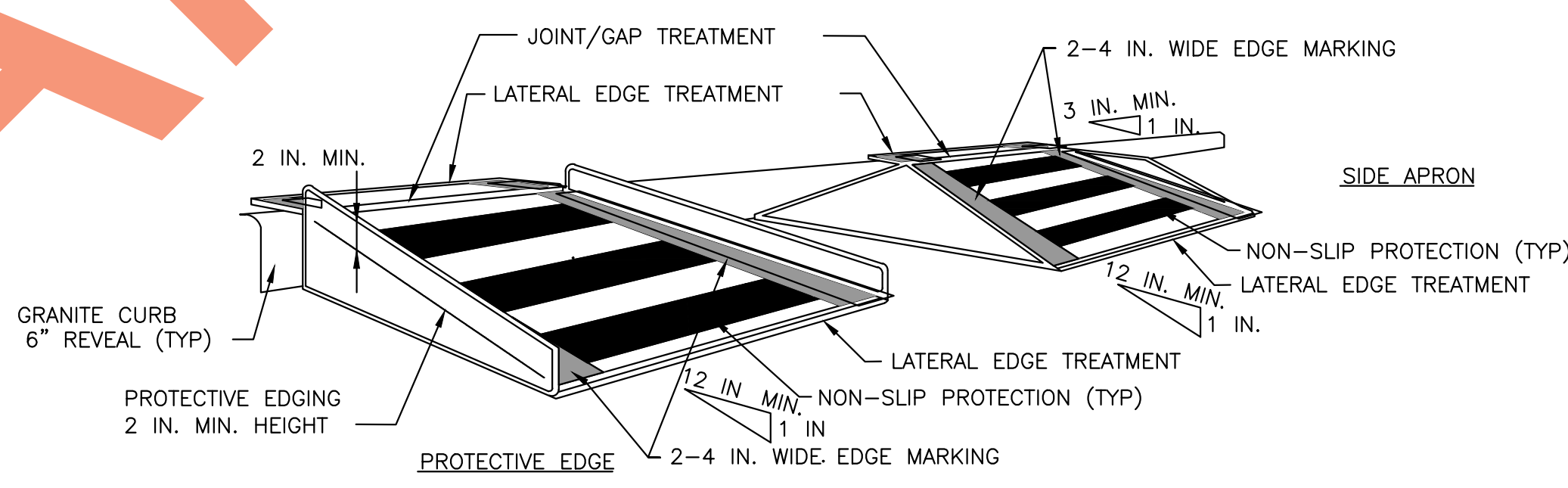
SIGN ID NUMBER	SIZE		MESSAGE	DIMENSIONS (IN)			NUMBER REQUIRED	COLOR			POST SIZE AND NUMBER REQUIRED	UNIT AREA (S.F.)	TOTAL AREA (S.F.)
	WIDTH (IN)	HEIGHT (IN)		LETTER HEIGHT	VERTICAL SPACING	ARROW RTE. MKR.		BACK-GROUND	LEGEND	BORDER			
D3-100	VARIABLES	12	Prospect st	4D / 3D 3D / 2.25D	3"	N/A	1	GREEN	WHITE	WHITE	U-CHANNEL (1) MOUNT WITH D3-101	EACH	EACH
D3-101	VARIABLES	12	Elm st	4D / 3D 3D / 2.25D	3"	N/A	1	GREEN	WHITE	WHITE	MOUNT WITH D3-100	EACH	EACH
R5-1	30	30	DO NOT ENTER	①	①	①	2	WHITE	RED	BLACK	U-CHANNEL (2)	6.25	25.00
R6-1	36	12	ONEWAY				3	WHITE	BLACK	WHITE	U-CHANNEL (2) MOUNT (1) WITH R1-1	3.00	12.00
R1-1	30	30	STOP				3	RED	WHITE	WHITE	U-CHANNEL (1) MOUNT (2) WITH R5-1	6.25	62.50
R7-1	12	18	NO PARKING ANY TIME				6	WHITE	RED	RED	U-CHANNEL	1.50	19.50
R7-1SIDE	12	18	NO PARKING THIS SIDE OF STREET				1	WHITE	RED	RED	U-CHANNEL	1.50	19.50
R7-PARBEG	12	18	PARALLEL PARKING				2	WHITE	GREEN	GREEN	U-CHANNEL	1.50	19.50
R7-PAREND	12	18	PARALLEL PARKING				2	WHITE	GREEN	GREEN	U-CHANNEL	1.50	19.50
R7-1FIRE	12	18	NO PARKING FIRE LANE				1	WHITE	RED	RED	U-CHANNEL	1.50	19.50

NOTES:

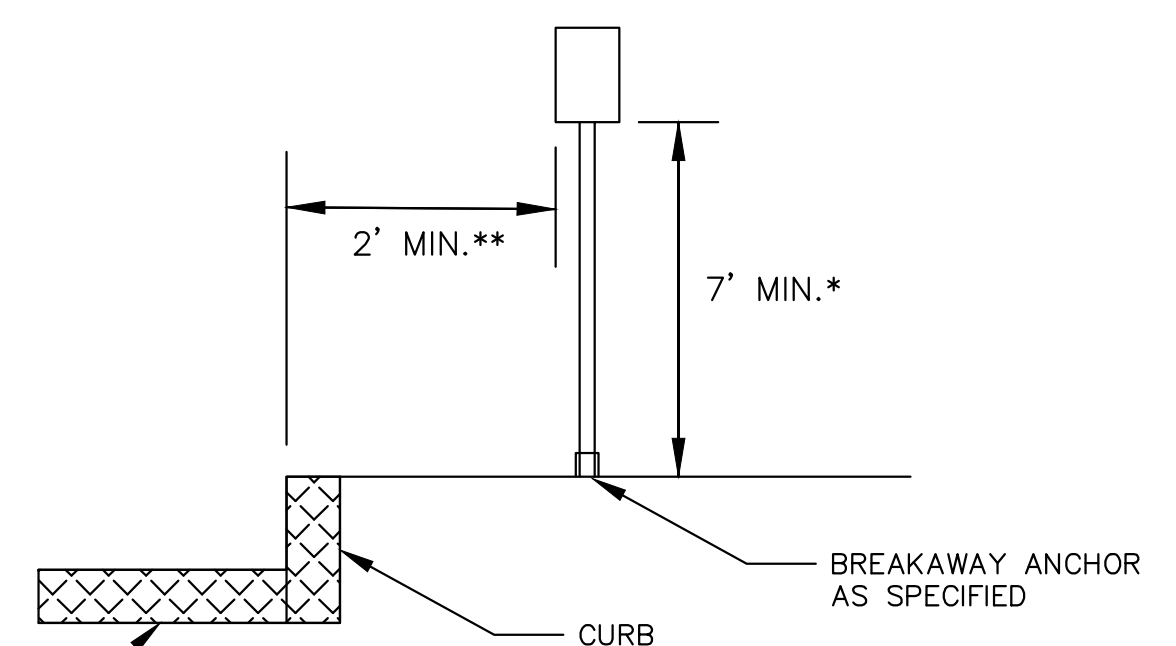
- CURB RAMPS SHALL BE 60 IN. MINIMUM WIDTH WITH A FIRM, STABLE AND NON-SLIP SURFACE.
- PROTECTIVE EDGING WITH A 2 IN. MINIMUM HEIGHT SHALL BE INSTALLED WHEN THE CURB RAMP OR LANDING PLATFORM HAS A VERTICAL DROP OF 6 IN. OR GREATER OR HAS A SIDE APRON SLOP STEEPER THAN 1:3 (33%). PROTECTIVE EDGING SHOULD BE CONSIDERED WHEN THE CURB RAMPS OR LANDING PLATFORMS HAVE A VERTICAL DROP OF 3 IN. OR MORE.
- DETECTABLE EDGING WITH 6 IN. MINIMUM HEIGHT AND CONTRASTING COLOR SHALL BE INSTALLED ON ALL CURB RAMP LANDINGS WHERE THE WALKWAY CHANGES DIRECTION (TURNS).
- CURB RAMPS AND LANDINGS SHOULD HAVE A 1:50 (2%) MAX CROSS-SLOPE.
- CLEAR SPACE OF 48x48 IN. MINIMUM SHALL BE PROVIDED ABOVE AND BELOW THE CURB RAMP.
- THE CURB RAMP WALKWAY EDGE SHALL BE MARKED WITH A CONTRASTING COLOR 2 TO 4 IN. WIDE MARKING. THE MARKING IS OPTIONAL WHERE COLOR CONTRASTING EDGING IS USED.
- WATER FLOW IN THE GUTTER SYSTEM SHALL HAVE MINIMAL RESTRICTION.
- LATERAL JOINTS OR GAPS BETWEEN SURFACES SHALL BE LESS THAN 0.5 IN. WIDTH.
- CHANGES BETWEEN SURFACE HEIGHTS SHOULD NOT EXCEED 0.5 IN. LATERAL EDGES SHOULD BE VERTICAL UP TO 0.25 IN. HIGH, AND BEVELED AT 1:2 BETWEEN 0.25 IN. AND 0.5 IN. HEIGHT.



TEMPORARY CURB RAMP-PARALLEL TO CURB



TEMPORARY CURB RAMP-PERPENDICULAR TO CURB



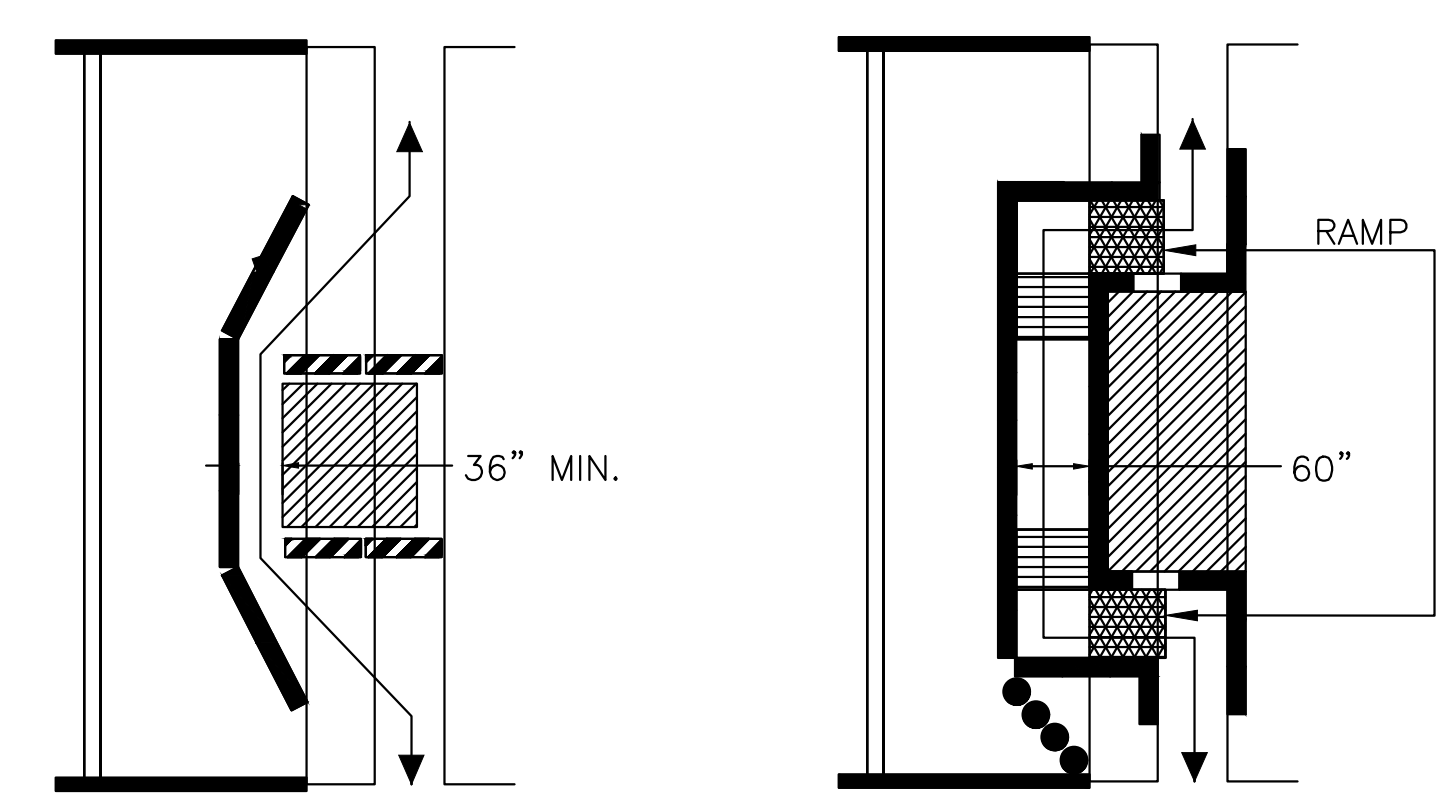
* WHEN PARKING OR PEDESTRIAN MOVEMENTS ARE LIKELY TO OCCUR
 ** 1-FOOT OFFSET MAY BE USED WHEN SIDEWALK WIDTH IS LIMITED.

ROADSIDE SIGN IN BUSINESS COMMERCIAL, OR RESIDENTIAL AREA
 N.T.S.

NOTE:
 CHANGE IN SIGNAGE, FOR LOCATIONS SEE SHEET C-4A

GENERAL TEMPORARY TRAFFIC CONTROL NOTES:

- ALL TEMPORARY TRAFFIC CONTROL WORK SHALL CONFORM TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) AND ALL REVISIONS, UNLESS SUPERCEDED BY THESE PLANS.
- ALL SIGN LEGENDS, BORDERS, AND MOUNTING SHALL BE IN ACCORDANCE WITH THE MUTCD.
- TEMPORARY CONSTRUCTION SIGNING AND ALL OTHER TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO THE START OF ANY WORK.
- TEMPORARY CONSTRUCTION SIGNING, BARRICADES, AND ALL OTHER NECESSARY WORK ZONE TRAFFIC CONTROL DEVICES SHALL BE REMOVED FROM THE HIGHWAY OR COVERED WHEN THEY ARE NOT REQUIRED FOR CONTROL OF TRAFFIC.
- SIGNS AND SIGN SUPPORTS LOCATED ON OR NEAR THE TRAVELED WAY, CHANNELIZING DEVICES, BARRIERS, AND CRASH ATTENUATORS MUST PASS THE CRITERIA SET FORTH IN NCHRP REPORT 350, "RECOMMENDED PROCEDURES FOR THE SAFETY PERFORMANCE EVALUATION OF HIGHWAY FEATURES" AND/OR "MANUAL FOR ASSESSING SAFETY HARDWARE" (MASH).
- CONTRACTORS SHALL NOTIFY EACH ABUTTER AT LEAST 24 HOURS IN ADVANCE OF THE START OF ANY WORK THAT WILL REQUIRE THE TEMPORARY CLOSURE OF ACCESS, SUCH AS CONDUIT INSTALLATION, EXISTING PAVEMENT EXCAVATION, TEMPORARY DRIVEWAY PAVEMENT PLACEMENT, AND SIMILAR OPERATIONS.
- THE ADVISORY SPEED LIMIT, IF REQUIRED, SHALL BE DETERMINED BY THE ENGINEER.
- ALL SIGNS SHALL BE MOUNTED ON THEIR OWN STANDARD SIGN SUPPORTS.
- SEE TRAFFIC CONTROL SPECIFICATION FOR ADDITIONAL REQUIREMENTS.



When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, temporary facilities shall be provided and they shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
 A pedestrian channelizing device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
 When used, temporary ramps shall comply with Americans with Disabilities Act (see Figures Ped-1 & Ped-2).
 The alternate pathway should have a smooth continuous hard surface for the entire length of the temporary pedestrian facility. The protective requirements of a TTC situation have priority in determining the need for temporary traffic barriers and their use in this situation should be based on engineering judgment.
 Audible information devices should be considered where midblock closings and changed crosswalk areas cause inadequate communication to be provided to pedestrians who have visual disabilities.

CERTIFICATION:

STATUS:

ENGINEER:



Ayer DPW
 25 Brook Street
 Ayer, Massachusetts

REVISIONS:

MARK	DATE	DESCRIPTION
1	02/06/2019	ISSUED FOR BIDDING
2	05/10/2019	PROPOSED SIGNAGE CHANGES

PROJECT:

PROSPECT AND OAK STREET INFRASTRUCTURE PROJECT
 AYER, MA

FILE NAME:

AUTHOR: DAN VAN SCHALKWYK
 DRAFTER: DAN VAN SCHALKWYK
 CHECKED BY: MARK WETZEL
 DATE: FEBRUARY 2019

SHEET TITLE:
SIGNAGE AND TEMP. TRAFFIC CONTROL

SHEET:

Town of Ayer, Massachusetts
Prospect and Oak Street Infrastructure Project

Table A
Sewer Pipe Rehabilitation

Upstream MH	Downstream MH	Pipe Diameter (in)	Pipe Material	Length (ft)	Upstream MH Depth (ft)	Downstream MH Depth (ft)	Number of Service Connections	CIPPL	Reinstate Service Connection	Test and Seal Service	Pre-Root Cutter	Chemical Root Treatment	Lateral Treatment	Abandon and Replace Drop Connection	Notes
3SM24	3SM23	8	VC	158	5	4	4	X	4	4		X			
3SM23	3SM22	8	VC, PVC (159'-164')	173	4	8	1	X	1	1	X	X	1	1 (3SM22)	Remove roots from service (82'), 3SM22 exterior drop shall be replaced with interior drop (see Section 02622)
3SM46	3SM45	8	VC	351	6	6	3	X	3	3		X			
3SM25	3SM23	8	AC	213	6	6	2	X	2	2					

 = Segment added on May 10, 2019 for preparing a change order

DRAFT

Dan Van Schalkwyk

From: Scott Pueschel <scott@jdamico.com>
Sent: Wednesday, May 15, 2019 10:15 AM
To: Dan Van Schalkwyk
Subject: Prospect St Changes

Hi Dan,

The following is our response to your proposed changes to the Prospect St job:

1 – Relocate sidewalk at parking lot.

We can do the curbing and sidewalks at the contract unit price. However, I'd like to get paid for an additional day to demo the exist parking lot. Approx. cost will be \$7500 +/-

2 – Additional line striping and signage.

We can install the additional signage at the contract price. Additional line striping will run approx. \$1200

3 – Changing HMA drives to concrete

We can perform this work under Add Alternate 3

4 – Additional CIPP work on Prospect St.

We can perform this work at the contract unit price.

In reviewing the CIPP table, it states that chemical root treatment is required in the base CIPP work. I discussed this with Layne Inliner and they say that chemical root treatment isn't required if you're lining the pipe. Can this item be eliminated from the work?

Let me know if you have any questions.

Can you send me a PDF of just the curbing changes so I can send off to the curb guy and land surveyor?

Thanks!

Scott Pueschel
Project Manager/Estimator
J. D'Amico, Inc
Cell 781-858-3099

ExchangeDefender Message Security: [Check Authenticity](#)

TIME AND MATERIALS ESTIMATE

WEEK ENDING 08/09/19

PROJECT Prospect St Infrastructure Project
 OWNER Town of Ayer, MA
 CONTRACTOR J. D'Amico, Inc
 Sub Contractor

DESCRIPTION OF WORK Court House- New 4" water service with 8x4 TS&V

NAME	POSITION	M	T	W	TH	F	S	Hours	Hours	RATE	RATE	RATE	Fringe
								Regular	O/T	Regular	Overtime	TOTAL	Benefit
	Field Engineer							0.0		\$40.00	\$60.00	\$0.00	\$0.00
	Foreman	8.0	8.0					16.0		\$53.18	\$79.77	\$850.88	\$468.16
	Operator	8.0	8.0					16.0		\$48.18	\$72.27	\$770.88	\$468.16
	Operator							0.0		\$48.18	\$72.27	\$0.00	\$0.00
	Truck Driver	8.0	8.0					16.0		\$39.32	\$58.98	\$629.12	\$304.80
	Pipelayer	8.0	8.0					16.0		\$38.13	\$57.20	\$610.08	\$300.80
	Laborer	8.0	8.0					16.0		\$37.88	\$56.82	\$606.08	\$300.80

Monday Excavate for 8x4 TS&V. Install Tap
 Tuesday Excavate, cut out old service, Install new 4" water service, backfill
 Wednesday
 Thursday
 Friday
 Saturday

SUBTOTAL \$3,467.04 \$1,842.72
 INSURANCE & TAXES 34.52% \$1,196.82
 SUBTOTAL LABOR \$4,663.86
 TOTAL LABOR + FRINGE **\$6,506.58**

UNIT	CAPACITY	M	T	W	TH	F	S	HOURS	RATE	TOTAL
Komatsu PC-160	1.5 cy	8.0	8.0					16.00	\$78.38	\$1,254.08
Kubota Mini Exc	1/4 cy	8.0	8.0					16.00	\$27.62	\$441.92
Volvo Loader L 70	2 cy	8.0	8.0					16.00	\$71.58	\$1,145.28
Komatsu Skid Steer	1/2 cy	8.0	8.0					16.00	\$36.14	\$578.24
Kenworth 10 Wheel Dump	15 cy	8.0	8.0					16.00	\$89.56	\$1,432.96
Chevy Utility Truck	1 ton	8.0	8.0					16.00	\$30.17	\$482.72
Compressor	250 cfm	8.0	8.0					16.00	\$23.77	\$380.32
Shoring Box	1 per day	1.0	1.0					2.00	\$120.00	\$240.00

TOTAL EQUIPMENT **\$5,955.52**

MATERIALS

Water Work Materials Core and Main Quote #1008361 \$4,251.10
 3/4 Stone for TS&V (= 2tn @\$17.45) \$34.90
 Sand Bedding (15x4x1 = 3tn @\$14.25) \$42.75
 Dense Grade Gravel (20x4x1 = 4tn @\$16.95) \$67.80
 Cold Patch handicap ramp 1 ton @\$140 \$140.00

MATERIAL TOTAL **\$4,536.55**

SUBTOTAL \$16,998.65
 15% OH&P \$2,549.80
 SUBTOTAL \$19,548.45
 Bond 1.5% \$293.23
 TOTAL **\$19,842**

APPROVED BY : J. D'Amico Inc. Date APPROVED BY : Engineer Date



Bid Proposal for RL D Amico Ayer -Tap

J D'AMICO INC
 Bid Date: 07/25/2019
 Core & Main 1008361

Core & Main
 125 Stergis Way
 Dedham, MA 02026
 Phone: 781-407-9133
 Fax: 781-407-9134

Seq#	Qty	Description	Units	Price	Ext Price
10	1	8X4 H615 MJ TAP SLV BLK F/DI OD 9.05	EA	1,624.92	1,624.92
20	1	4 T2362-19 MJ RW TAP VLV OL ON	EA	639.41	639.41
30	1	36" TYLER 6855 USA VB SLIP BTM	EA	86.80	86.80
40	1	TYLER VALVE BOX TOP 7126-26T SPECIAL W/TOP FLANGE USA	EA	65.31	65.31
50	1	TYLER VALVE BOX LID 5-1/4 DROP LID W/2" SKIRT MARKED "WATER" 145325 USA	EA	15.71	15.71
60	1	4 EBAA MEGALUG MJ DI 1104 RSTR F/DI PIPE , BLACK	EA	21.80	21.80
70	1	4 MJ REGLAR ACC SET L/GLANDUSA DOMESTIC	EA	23.15	23.15
80	1	LABOR 8X4 TAP & VALVE INSTALL	EA	900.00	900.00
90	40	4 TJ CL52 DI PIPE	FT	21.85	874.00
				Sub Total	4,251.10
				Tax	0.00
				Total	4,251.10

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

TIME AND MATERIALS ESTIMATE

WEEK ENDING 07/13/19

PROJECT Prospect St Infrastructure Project
 OWNER Town of Ayer, MA
 CONTRACTOR J. D'Amico, Inc
 Sub Contractor _____

DESCRIPTION OF WORK Proposed cost to install 12" ADS drain across E. Main Street

NAME	POSITION	M	T	W	TH	F	S	Hours	Hours	RATE	RATE	RATE	Fringe
								Regular	O/T	Regular	Overtime	TOTAL	Benefit
	Field Engineer							0.0		\$51.55	\$77.33	\$0.00	\$0.00
	Foreman							8.0		\$52.58	\$78.87	\$420.64	\$230.08
	Operator							8.0		\$48.68	\$73.02	\$389.44	\$230.08
	Operator							0.0		\$48.68	\$73.02	\$0.00	\$0.00
	Truck Driver							8.0		\$34.32	\$51.48	\$274.56	\$150.00
	Pipelayer							8.0		\$34.64	\$51.96	\$277.12	\$58.00
	Laborer							8.0		\$34.39	\$51.59	\$275.12	\$58.00

SUBTOTAL \$1,636.88 \$726.16

INSURANCE & TAXES 34.52% \$565.05

SUBTOTAL LABOR \$2,201.93

TOTAL LABOR + FRINGE \$2,928.09

Monday _____
 Tuesday _____
 Wednesday _____
 Thursday _____
 Friday _____
 Saturday _____

UNIT	CAPACITY	M	T	W	TH	F	S	HOURS	RATE	TOTAL
Komatsu PC-400	4CY							0.00	\$192.94	\$0.00
Komatsu PC-300	2 cy							0.00	\$148.55	\$0.00
Komatsu PC-228	1.5 cy							0.00	\$103.51	\$0.00
Komatsu PC-160	1.5 cy							0.00	\$78.38	\$0.00
Komatsu PC-138	1 cy							8.00	\$74.85	\$598.80
Komatsu PC-78	1/2 cy							0.00	\$44.59	\$0.00
Kubota Mini Exc	1/4 cy							8.00	\$27.62	\$220.96
John Deer 410 Load/Back	1/2 cy							0.00	\$40.88	\$0.00
Volvo Loader L 90	3 cy							0.00	\$75.40	\$0.00
Volvo Loader L 70	2 cy							8.00	\$71.58	\$572.64
Volvo Loader L 20	1 cy							0.00	\$30.60	\$0.00
Komatsu Skid Steer	1/2 cy							0.00	\$36.14	\$0.00
Kenworth 10 Wheel Dump	15 cy							16.00	\$89.56	\$1,432.96
Volvo Rolloff Truck	12 ton							0.00	\$79.57	\$0.00
Chevy Rack Truck	4 ton							8.00	\$44.86	\$358.88
Chevy 6 Wheel Dump	2 ton							0.00	\$28.01	\$0.00
Tag Trailer	20 ton							0.00	\$5.95	\$0.00
Chevy Utility Truck	1 ton							8.00	\$30.17	\$241.36
HYD Compactor	20 GPM							8.00	\$10.00	\$80.00
Rockblaster Hammer	10,000 lb							0.00	\$64.73	\$0.00
Rockblaster Hammer	5,000 lb							0.00	\$38.43	\$0.00
Rockblaster Hammer	3,000 lb							0.00	\$31.50	\$0.00
Compressor	250 cfm							8.00	\$23.77	\$190.16
MQ Generator trailer	25 Kw							0.00	\$19.31	\$0.00
Generator	5 Kw							0.00	\$4.87	\$0.00
Steel Road Plates 8x10	1 per day							4.00	\$8.00	\$32.00
Shoring Box	1 per day							0.00	\$120.00	\$0.00
IR Vibro Roller	2 ton							0.00	\$17.40	\$0.00
Welding Machine	500Amp							0.00	\$14.00	\$0.00
3"or 2" Pump & Hoses	Per Day							0.00	\$80.00	\$0.00

TOTAL EQUIPMENT \$3,727.76

MATERIALS

12" ADS (40LF @ \$ 6.04)	\$241.60
Gravel (35x4x1 = 8tn @\$14.60)	\$116.80
Asphalt (35x4x5" = 5tn@\$66)	\$330.00

MATERIAL TOTAL \$688.40

SUBTOTAL \$7,344.25

15% OH&P \$1,101.64

SUBTOTAL \$8,445.89

Bond 1.5% \$126.69

TOTAL \$8,572.58

APPROVED BY : _____ APPROVED BY : _____
 J. D'Amico Inc. Date Engineer Date

**SECTION 00842
CHANGE ORDER**

No. 1

Date of Issuance: August 13, 2019 Effective Date: August 13, 2019

Project: DPW Highway Garage	Owner: Ayer DPW	Owner's Contract No.: 18DPW01
Contract:		Date of Contract: Feb. 15, 2019
Contractor: Nadeau Corporation		Engineer's Project No.:

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

Description: Add six new fire detectors in garage as requested by the Ayer Fire Department
due to proximity to fuel Station. Includes connections to existing fire alarm panel.

Attachments: (List documents supporting change):

Sketch E-2

Material and labor breakdown June 4, 2019

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u> 746,600 </u>	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Increase from previously approved Change Orders No. _____ to No. _____: \$ <u> 0.00 </u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ <u> 746,600 </u>	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Increase of this Change Order: \$ <u> 11,119.46 </u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u> No Change </u> Ready for final payment (days or date): <u> No Change </u>
Contract Price incorporating this Change Order: \$ <u> 757,719.46 </u>	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

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



May 23, 2019

Nadeau Corp.
727 Washington Street
Attleboro, MA 02703
Attn: **David D'Angelo**
Email: dd@nadeaucorp.com

RE: **Ayer DPW Garage, 25 Brook Street, Ayer, MA**
Change Order Proposal: #1908-101

Dear Mr. David D'Angelo,

COP #1908-101– Per Fire Department and returned Submittal direction add Fire Alarm Equipment as indicated on attached drawing (Formal Drawing forthcoming from the Engineer) in the amount of **\$9,862.05.**

Please see Change Order attached.

If you have any questions or concerns, please call our office.

Thank you,

James E. Marshall
Treasurer

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Ayer DPW
1908-101

DESCRIPTION		UNIT	UNIT	LABOR	LABOR
MATERIAL	QTY	COST	EXT	HOURS	EXT
Credit 2 Conventional Pull Stations per contract	-2	\$30.00	-\$60.00	0.50	-1.00
3/4" EMT	-200	\$0.06	-\$12.63	0.060	-12.00
3/4" EMT Smashon	-20	\$0.75	-\$15.00	0.06	-1.20
3/4" EMT Connectors	-4	\$0.19	-\$0.75	0.04	-0.16
3/4" EMT Couplings	-18	\$0.20	-\$3.56	0.02	-0.36
4" x 2 1/8" Sq	-2	\$0.88	-\$1.76	0.20	-0.40
#14 THHN	-400	\$0.07	-\$29.20	0.00	-1.60
Testing	-1		\$0.00	2.000	-2.00
FACP	1	LOT	\$3,024.08	8.00	8.00
Battery	2	LOT		0.06	0.12
Addressable Pull Station	2	LOT		0.60	1.20
Pull Station Back Box	2	LOT		0.50	1.00
Smoke Detector with Base	1	LOT		0.50	0.50
Conventional Heat 135 degree	6	LOT		0.50	3.00
Weather Proof Heat 194 degree	1	LOT		0.50	0.50
Monitor Module	2	LOT		0.50	1.00
Relay Module	1	LOT		0.50	0.50
Horn Strobe Ceiling	2	LOT		0.50	1.00
Horn Strobe Back Box	2	LOT		0.50	1.00
Exterior Beacon	1	LOT		0.50	0.50
Surge Protection	2	LOT		0.50	1.00
Submittal & Cad Package	1	LOT		0.00	0.00
Programming & Field Support	1	LOT		0.00	0.00
LW Bills Radio Box Programming	1	LOT		0.00	0.00
Testing	1		\$0.00	8.000	8.00
3/4" EMT	375	\$0.06	\$23.68	0.060	22.50
3/4" EMT Smashon	40	\$0.75	\$30.00	0.06	2.40
3/4" EMT Connectors	41	\$0.19	\$7.67	0.04	1.64
3/4" EMT Couplings	36	\$0.20	\$7.13	0.02	0.72
4" x 2 1/8" Sq	20	\$0.88	\$17.60	0.20	4.00
Round Bell Box	2	\$5.00	\$10.00	0.25	0.50
14/2 FPLR	400	\$0.12	\$48.84	0.01	2.40
#14 THHN	1400	\$0.07	\$102.20	0.00	5.60
4" Sq Blank	6	\$0.75	\$4.50	0.06	0.36
1 5/8" Strut	10	\$1.15	\$11.50	0.06	0.60
Site Vist to Coordinate	1		\$0.00	4.00	4.00
Lift	1	\$500.00	\$500.00		
Subtotal			\$3,664.29		53.32
LABOR					
Electrician	53.32	\$70.85	\$3,778.01		
30% Insurance and Taxes			\$1,133.40		
Total Labor			\$4,911.41		
Total Material			\$3,664.29		
Labor and Material Subtotal			\$8,575.70		
15% Overhead & Profit			\$1,286.35		
TOTAL CHANGE ORDER AMOUNT			\$9,862.05		



Submittal Transmittal

R.W. Sullivan, Inc. | 529 Main Street, Suite 203 Boston MA 02129-1107 United States

PROJECT:	Ayer DPW Garage 170448	DATE SENT:	5/6/2019
SUBJECT:	Ayer 1914-06	SUBMITTAL ID:	170448-00- 003R0
TYPE:	Submittal	TRANSMITTAL ID:	00008
PURPOSE:	Revise and Resubmit	VIA:	Email

SPEC SECTION:

FROM

NAME	COMPANY	EMAIL	PHONE
Aaron Roy	R.W. Sullivan, Inc.	ajr@rwsullivan.com	617-523-8227

TO

NAME	COMPANY	EMAIL	PHONE
Jeff Wetzel	William Sloan Associates	jeff@williamsloan.com	

<input checked="" type="checkbox"/> NO EXCEPTION TAKEN	<input type="checkbox"/> REVISE-NO RESUBMISSION REQUIRED
<input type="checkbox"/> ACCEPTED AS NOTED	<input checked="" type="checkbox"/> REVISE & RESUBMIT
<input type="checkbox"/> REJECTED	<input type="checkbox"/> RETURNED WITHOUT ACTION
<input checked="" type="checkbox"/> SUBMIT SPECIFIED ITEM	<input type="checkbox"/> REVIEWED

Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for: continuing and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating their work with that of all other trades, and performing their work in a safe and satisfactory manner.

ROBERT W. SULLIVAN, INC.
Consulting Engineers

By: **AJR** Date: **5-6-19**

SUBMITTAL REVIEW

Project:	Ayer DPW Garage	RWS#:	170448.00
Submittal:	Fire Alarm	Submittal #:	170448-00-003r0
Sub-Contractor:	Jupiter Electric, Inc.	Architect:	William Sloan Architects
Reviewer:	Aaron J. Roy	Architect/GC#:	1914-04
Date:	May 6, 2019	Spec Section:	260000

Plumbing	Not Applicable	
HVAC	Not Applicable	
Electrical	See Comments Below	
Fire Protection	Not Applicable	
ITEM	STATUS	REVIEW COMMENTS
Pull Station	NET	
Wiring Diagram	R&R	<ul style="list-style-type: none"> Please refer to note below for added heat detectors.
Heat Detectors	SSI	<ul style="list-style-type: none"> Per request of the Fire Chief, please add (6) new heat detectors within the proposed new garage space. Detectors shall be spaced 30'-0" on center throughout the garage with a starting point of 15'-0" from the inside corner of the building.

NET = NO EXCEPTION TAKEN
 AAN = ACCEPTED AS NOTED
 REJ = REJECTED
 SSI = SUBMIT SPECIFIED ITEM

RNR = REVISE NO RESUBMISSION
 R&R = REVISE AND RESUBMIT
 RWA = RETURNED WITHOUT ACTION
 Reviewed = Review for conformance with the concept of the project

All comments must be addressed in writing by the Contractor.

Corrections or comments made on the shop drawings during this review do not relieve the contractor from compliance with the requirements of the drawings and specifications. This check is only for review of the general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for confirming, correlating and coordination of all quantities and dimensions; selecting fabrication processes and techniques of construction (means and methods); coordination of his work with that of all of the other trades; and performing his work in compliance with all pertinent codes in a safe manner.

K:\2017\170448-00\5_CAI\Submittals\Electrical\170448-00-003R0-FA\170448-00-003r0_E_FA-Submittal-Review_2019-05-06.docx

No.	Date	Notes

Designed By: AR

Project Manager:

Drawn By: AR

Date: 12/12/18

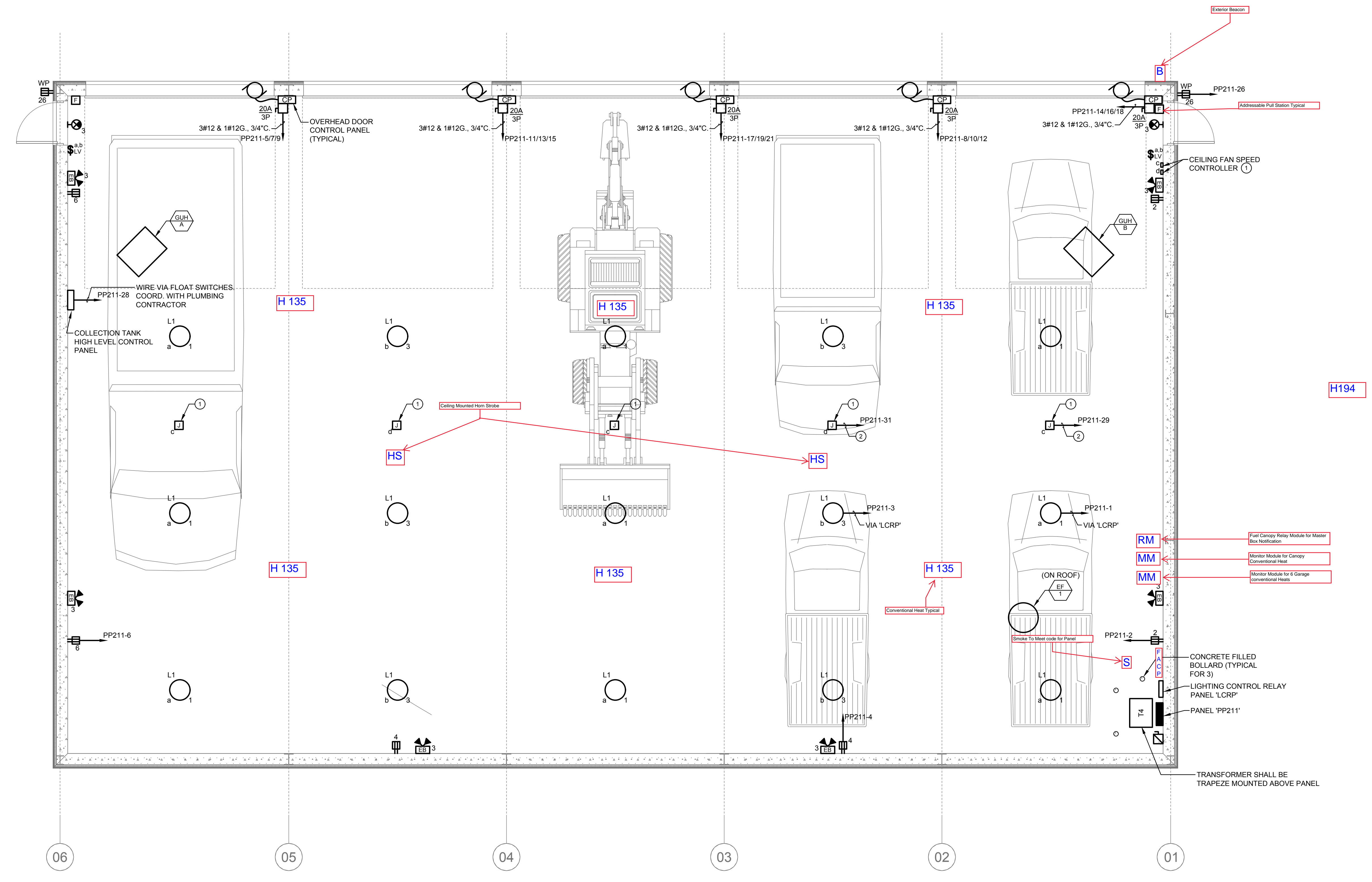
Drawing Title:

ELECTRICAL FLOOR PLAN

Scale: 1/4" = 1'-0"

Drawing No.:

E2



1 ELECTRICAL FLOOR PLAN
 1/4" = 1'-0"

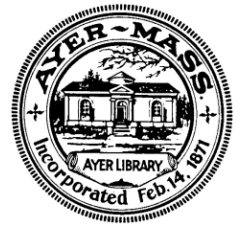
ELECTRICAL PLAN GENERAL NOTES:

- REFER TO DRAWING E-000 FOR LEGEND AND GENERAL NOTES.
- CIRCUIT NUMBERS ARE SHOWN FOR DESCRIPTIVE PURPOSES ONLY. EXACT NUMBERS SHALL BE DETERMINED IN FIELD AND SHALL BE NOTED ON THE CONTRACTORS' AS-BUILT DRAWINGS.
- BRANCH CIRCUIT CONDUCTORS SHALL BE SIZED AND INSTALLED FOR A MAXIMUM VOLTAGE DROP OF 3%. CONTRACTOR SHALL PROVIDE #10AWG CONDUCTORS FOR ALL 120V CIRCUITS GREATER THAN 60 FEET IN LENGTH. CONTRACTOR SHALL PROVIDE #8AWG CONDUCTORS FOR ALL 120V CIRCUITS GREATER THAN 100 FEET IN LENGTH, BUT LESS THAN 160 FEET IN LENGTH. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS AND OPTIONS.
- COORDINATE EXACT LOCATION OF ALL MECHANICAL EQUIPMENT WITH HVAC, PLUMBING AND FIRE PROTECTION DRAWINGS.

ELECTRICAL PLAN TAGGED NOTES:

- CEILING FAN. PROVIDE CANARM MODEL #CP56HPWP WITH ASSOCIATED SPEED CONTROLLER CANARM MODEL #CNFRMC5.
- WIRE VIA SPEED CONTROLLER.

**Office of the Board of Selectmen
Office of the Town Manager**



Town of Ayer| Ayer Town Hall| 1 Main Street| Ayer, MA 01432|978-772-8220| www.ayer.ma.us

MEMORANDUM

DATE: August 8, 2019

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Manager

SUBJECT: Town Manager's Report for the August 13, 2019 Board of Selectmen's Meeting

Dear Honorable Selectmen,

I am pleased to transmit to you the following Town Manager's Report for the August 13, 2019 BOS Meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

Administrative Update/Review of Warrant(s):

- I will provide a brief Administrative Update at the meeting on the various activities, initiatives, and projects of the Administration since the BOS last met on July 16, 2019.

Review of Warrant(s):

- I have reviewed, approved and signed the following Town Warrant(s) since the BOS last met on July 16, 2019:

Payroll Warrant #20-01 in the amount of \$431,217.77 was reviewed, approved and signed on July 16, 2019.

Payroll Warrant #20-02 in the amount of \$352,936.53 was reviewed, approved and signed on July 30, 2019

Accounts Payable Warrant #20-02 in the amount of \$1,542,340.38 was reviewed, approved and signed on August 5, 2019

Appointment to Cultural Council:

- I am respectfully recommending that the BOS vote to appoint Ms. JulieAnn Govang of Ayer to the Ayer Cultural Council to fill a vacant 3-year term to expire on June 30, 2021. I'm also recommending that Ms. Ginette Houdry Brockway of Ayer be appointed to fill a vacant 3-year term to expire on June 30, 2022.

Town Auditor's Management Letter:

- I will briefly discuss the attached Auditor's Management Letter with the BOS at the meeting (See Attached). As originally transmitted to the BOS on July 8, 2019, attached is the Town's most recent audit management letter. I am pleased to report that this is a very positive audit management letter. Specifically, the cash

reconciliation concerns of the prior year audit have been resolved and it was noted that significant improvements have been made to the entire cash reconciliation process. Additionally, the Auditors further commend the Town's reorganization of the municipal government by Special Act.

- This is a very positive letter and a testament to the strong financial management of the Town. I would like to commend the Town's effective internal finance team for all their continued hard work. The internal finance team consists of Finance Manager, Ms. Lisa Gabree; Treasurer/Tax Collector, Ms. Barbara Tierney; Benefits & Payroll Manager, Mr. Kevin Johnston; and Mr. Thomas Hogan, Assessing Administrator.

Opening of the Fall Special Town Meeting Warrant:

- The Fall Special Town Meeting will take place on Monday, October 28, 2019 at 7pm in the Auditorium of the Ayer Shirley Regional High School. I am respectfully requesting that the BOS vote to officially open the Fall Special Town Meeting Warrant.
- The deadline for all Warrant Articles will be 12pm noon on Friday, September 27, 2019.
- The deadline for all Citizens Petitions to be filed with the Town Clerk will be 12pm noon on Friday, September 27, 2019.
- The BOS will finalize and approve the Town Meeting Warrant at the October 1, 2019 BOS Meeting.
- After the BOS opens the Warrant at the August 13th Meeting, I would like to briefly discuss with the BOS what the Town anticipates for Warrant Articles on the Fall Special Town Meeting Warrant.

Discussion of Proposed Community Preservation Committee (CPC) Surcharge:

- I will be joined by Ms. Janet Providakes, Chair of the Ayer CPC who would like to briefly update and discuss with the BOS the CPC's proposed surcharge increase and their plan and schedule moving forward for this process. In order to change a CPC surcharge (the Town is currently at 1% and the CPC is proposing 3%); the change must be approved by both a Town Meeting AND by a ballot at the Town's Annual Election.

Review of the Town's Updated Financial Policies:

- The Administration has conducted a comprehensive review and proposed update of the Town's Financial Policies. Attached for your review and approval are the proposed, updated Financial Policies. The review process consisted of a comprehensive review by the Town's financial departments as well as an interdepartmental review and a review and discussion by the Executive Bi-Board. The Finance Committee has reviewed and approved these updated Financial Policies. I would like to thank the Treasurer/Tax Collector, Ms. Barbara Tierney for taking the lead with integrating the proposed changes and updates to the Financial Policies.
- I am respectfully recommending that the BOS approve these updated Financial Policies.

Thank you.

Attachment(s): Town Auditor's Management Letter
 Proposed Updated Financial Policies

From: [JulieAnn Govang](#)
To: [Carly Antonellis](#)
Cc: [Sheila Schwabe](#)
Subject: Ayer Cultural Council Appointment
Date: Wednesday, August 07, 2019 8:21:04 PM

Hello, Carly!

After attending tonight's Ayer Cultural Council meeting, I would like to formally put my name in for consideration for a co-chair position. As Drama Director at ASRHS and Executive Director of ArtsNashoba, as well as my previous experience on such Boards as the American Association of Community Theatres, New England Theatre Conference, Eastern MA Association of Community Theatres, I believe my existing connections and skill set will be an asset to the Council in terms of networking, organization and cultural promotion.

Being an Arts Advocate for over 40 years, I've done my best to bring theater and the arts to a higher level in our community. Through my efforts at the high school and with ArtsNashoba, I've been fortunate to build support in Ayer as well as surrounding towns. I have planned, organized and executed student arts exhibits with the SpringHill Suites by Marriot, and I have helped to promote local artisans through Yuletide celebrations and more. I have also coordinated fundraisers and hosted promotional fundraising events.

With the help of the Council members, I believe we can build strongly on what is already in place, and exponentially grow Ayer's cultural presence and visibility.

Thank you for your consideration. Please let me know if you need any further information.

Enjoy the day!

JulieAnn Govang



From: [Ginette Brockway](#)
To: [Carly Antonellis](#)
Subject: Ayer Cultural Council
Date: Friday, August 09, 2019 8:53:27 AM

I have lived in Ayer for 2 1/2 years and love this town! I have been looking for a volunteer position and the Cultural Council sounds perfect. I am a full time realtor and my children are 31 and 33 and live in the area. I served on the volunteer board of directors for the New England Dressage Association and was the editor of their monthly newsletter and also edited the annual yearbook for several years.

Ayer is a wonderful town and is experiencing a lot of growth and I would be happy to contribute in any way I can.

[Ginette Houdry Brockway](#)

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Giusti, Hingston and Company

Certified Public Accountants

36 Jackman Street, Unit One

Georgetown, MA 01833

Tel: 978-352-7470 Fax: 978-352-8812

Email: office@GiustiHingston.com

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TOWN OF AYER
SELECTMEN'S OFFICE

June 10, 2019

Board of Selectmen
Town of Ayer
Town Hall
Ayer, MA 01432

Dear Members of the Board:

In planning and performing our audit of the financial statements of the Town of Ayer, Massachusetts, as of and for the year ended June 30, 2018, in accordance with auditing standards generally accepted in the United States of America, we considered the Town of Ayer's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town of Ayer's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town of Ayer's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and therefore there can be no assurance that all such deficiencies have been identified.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

We do not consider the following matters to be significant deficiencies or material weaknesses. However, they are matters we want to communicate to you.

Implementation of New Accounting Standards

In an effort to enhance the financial information available to readers of government financial statements, the Governmental Accounting Standards Board (GASB) is continually issuing new "statements" that affect what is required to be reported in governmental financial statements. The GASB issued new statements that affect the Town's reporting requirements.

As we noted in our prior year management letter, GASB Statement #74, "*Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*", was effective for the Town's fiscal year 2017 financial statements. GASB #74 requires additional disclosures and Required Supplementary Information schedules regarding the Town's Other Post Employment Trust Fund. Most of the data necessary for the new reporting requirement is provided by an actuary.

The Town must have a biennial Other Post-Employment Benefits (OPEB) actuarial valuation. However, there are actuarial updates that will be needed annually.

GASB Statement #74, also, requires that the actuary have data that supports the discount rate utilized in the valuation. Otherwise, a much lower discount rate (the twenty year municipal bond rate) must be utilized as the discount rate. The lower the discount rate is, the higher the OPEB liability is.

The GASB also issued Statement #75, "Accounting and Financial Reporting for Postemployment Benefit Plans Other Than Pensions", which is effective for the Town's current fiscal year ended June 30, 2018 reporting period. GASB Statement #75 is a complex, two hundred and eighty-one page document that provides guidance on financial reporting for a variety of different types of OPEB plans.

One of the most significant changes, that is a result of GASB Statement #75, is the requirement to report the Town's **entire** OPEB liability, beginning with the fiscal year 2018 financial statements. Prior to the issuance of GASB #75, the OPEB liability was being "**phased in**", over a thirty year period (the prior "**phased in**" requirement was called the OPEB "**obligation**"). As a result, the fiscal year 2018 financial statements (Statements of Activities), includes a \$3,134,375 prior period adjustment related to implementing GASB #75. For the fiscal year ended June 30, 2018, as required by GASB #75, the financial statements reflect a net OPEB liability of \$8,643,478.

Cash Reconciliation

During our prior audit, for the fiscal year ended June 30, 2017, we had reported that the Town had made organizational changes that resulted in a Special Act that created the position of "Appointed Treasurer/Tax Collector". This Special Act was approved by the Legislature and signed into law by the Governor. As a result of this change, the Town did in fact appoint a new Treasurer/Tax Collector. During our review of the cash reconciliation work, for the fiscal year ended June 30, 2018, performed by the new Treasurer/Tax Collector, we found that significant improvements have been made to the entire cash reconciliation process.

During our prior audit, for fiscal year 2017, we had noted that one area of concern, relating to the Treasurer's cash book, was that certain reconciliation items had not being reported to the Town Accountant in a timely manner each month. We had noted that the Treasurer's office should be sure to forward the Treasurer's cash book, and related reconciliation items, to the Town Accountant in a timely manner every month. For the fiscal year ended June 30, 2018, we found that this part of the cash reconciliation process is now being properly performed in a timely manner every month.

During our fiscal year 2017 audit, we also found that there were a number of cash reconciliation items that were listed on the monthly cash reconciliation spreadsheets. These reconciling items relate to a number of different matters. One example of a cash reconciliation item includes amounts that had been reported to the Town Accountant in one month, but recorded in the Treasurer's records in a different month. We also noted that there were certain void checks that had been properly recorded by the Town Accountant, in the general ledger, that were not recorded in the Treasurer's cashbook. Another example includes certain receipts properly recorded in one month by the Town Accountant, but recorded in another month, in the Treasurer's cashbook.

In our prior year audit report, we had noted, that in order to make the entire cash reconciliation process more efficient, it was very important that all of these reconciling matters be reviewed and taken care of in a timely manner every month. During our fiscal year ended June 30, 2018 audit, we are happy to report that cash reconciliation matters noted above have been addressed and cash is now being properly reconciled, by the Treasurer/Tax Collector, in a timely manner each month.

Implementation of New GASB Pronouncements

The Governmental Accounting Standards Board has been very active in developing new standards in the past three years. It is important that the Town be aware of the current and proposed standard changes.

During fiscal year 2018, the following GASB pronouncements were implemented:

- The GASB issued Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, which is required to be implemented in reporting periods beginning after June 15, 2017. The implementation of this standard required reporting the entire net OPEB liability in the financial statements. In addition, the standard required significant note disclosures and additional required supplementary information.
- The GASB issued Statement No 81, *Irrevocable Split-Interest Agreements*, which is required to be implemented in reporting periods beginning after December 15, 2016. The implementation of this pronouncement did not impact the financial statements.
- The GASB issued Statement No 82, *Pension Issues—an amendment of GASB Statements No. 67, No. 68, and No. 73* which is required to be implemented in fiscal year 2018. This Statement amends Statements 67 and 68 to require the presentation of covered payroll, defined as the payroll on which contributions to a pension plan are based, and ratios that use that measure. The statement was implemented.
- The GASB issued Statement No. 85, *Omnibus 2017* which is required to be implemented in reporting periods beginning after June 15, 2017. The implementation of this pronouncement did not impact the financial statements.
- The GASB issued Statement No. 86, *Certain Debt Extinguishment Issues* which is required to be implemented in reporting periods beginning after June 15, 2017. The implementation of this pronouncement did not impact the financial statements.

The following GASB pronouncements will be implemented in future fiscal years:

- The GASB issued Statement No. 83, *Certain Asset Retirement Obligations* which is required to be implemented for reporting periods beginning after June 15, 2018.
- The GASB issued Statement No. 84, *Fiduciary Activities* which is required to be implemented in reporting periods beginning after December 15, 2018.
- The GASB issued Statement No. 87, *Leases* which is required to be implemented in reporting periods beginning after December 15, 2019.
- The GASB issued Statement No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements* which is required to be implemented in reporting periods beginning after June 15, 2018.
- The GASB issued Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period* which is required to be implemented in reporting periods beginning after December 15, 2019.

- The GASB issued Statement No. 90 *Majority Equity Interests—an amendment of GASB Statements No. 14 and No. 61* which is required to be implemented in reporting periods beginning after December 15, 2018.

Management is currently assessing the impact that the implementation of these pronouncements will have on the basic financial statements.

* * * * *

This communication is intended solely for the information and use of management, and those charged with governance and others within the organization, and is not intended to be and should not be used by anyone other than those specified parties.

After you have had an opportunity to consider our comments and recommendations, we shall be pleased to discuss them further with you. We would like to thank you for the cooperation and courtesy extended to us during the course of the engagement.

Sincerely,

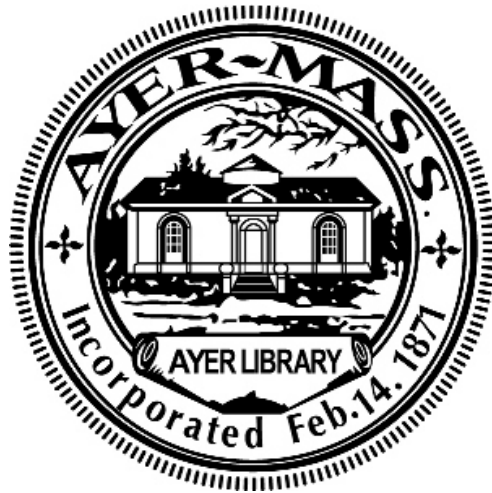
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Certified Public Accountants

TOWN OF AYER

Financial Policies

Version 3.0



Last Updated – August 2019

The Ayer Financial Policies were developed as a policy guidance document for the creation, maintenance, and use of resources for the financial stability for the Town of Ayer.

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Revision History

Submitter	Affiliation	Version	Changes	Date
Brian Muldoon	Finance Committee	1.5	Working Group Updates	Summer/Fall 2013
Scott Houde	Finance Committee	1.6	LAG recommendations and discussion with working group	12/20/13
Scott Houde	Finance Committee	1.7	Final Update for Review	1/22/14
Scott Houde	Finance Committee	2.0	Final Edits Approved by Working Group	6/24/14
Barbara Tierney	Treasurer/Tax Collector	3.0	Updates for Review	8/13/19

Description

The Ayer Financial Policies were developed to guide the creation, maintenance, and use of resources for financial stability for the Town of Ayer.

Objectives of the Financial Policies

The Finance Committee will work with the Board of Selectman, Regional School Committee, Treasurer/Tax Collector, Board of Assessors, and the Town Accountant/Finance Director to:

1. Provide full value to Ayer residents and businesses by delivering quality services on a cost effective basis.
2. Preserve the Town's quality of life by providing and maintaining adequate financial resources to sustain a sufficient level of services.
3. Allow response to changes in the economy, changes in government priorities, and other changes that may affect our well-being.
4. Provide a road map for future town leaders for the well-being of Ayer's finances.

Maintenance of Financial Policies

The Board of Selectmen will create a subcommittee consisting of a member from the Board of Selectman, the Town Manager, and a member from the Finance Committee, the Treasurer/Tax Collector, and the Town Accountant/Finance Director to review the financial policies and make necessary changes to the document as periodically as needed. This subcommittee shall take into account all recommendations of the Massachusetts Department of Revenue Division of Local Services and the General Finance Officers Association as part of its review. Copies of the Financial Policies are available on the Town website and at Town Hall.

Restrictions of Financial Policies

These policies will be binding once accepted by a majority vote of the Board of Selectmen. In the event that the policies cannot or will not be adhered to, they can only be bypassed with majority override vote by both the Board of Selectman and Finance Committee.

Audit of Town Financials

The Town will utilize accounting practices that conform to generally accepted accounting principles as set forth by the Government Accounting Standards Board (GASB). The Town will comply with GASB Statement 34 and continue to track, report, and depreciate capital assets as required. The Town will follow recommended reporting and development of a

funding structure regarding accounting for Other Post-Employment Benefits (primarily health insurance) to retired employees in accordance with GASB 74 – Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans” and GASB 75 – “Accounting and Financial Reporting for Postemployment Benefit Plans Other Than Pensions”.

An annual audit will be performed by an independent public accounting firm. Selection of the firm is subject to guidelines of Massachusetts General Law, (M.G.L.), Chapter 30B although this service is exempt from Chapter 30B. An examination of the community's financial systems, procedures, and data will be performed by a certified public accountant (independent auditor). The auditor shall also report on the fairness of financial statements and on local compliance with statutes and regulations. The audit serves as a valuable management tool for evaluating the fiscal performance of a community.

The Town should enter into multiyear agreements when obtaining the services of independent auditors. Such multiyear agreements can take a variety of different forms (e.g., a series of single-year contracts), consistent with applicable legal requirements. Such agreements allow for greater continuity and help to minimize the potential for disruption in connection with the independent audit. Multiyear agreements can also help to reduce audit costs by allowing auditors to recover certain "startup" costs over several years, rather than over a single year.

A committee comprised of representatives from the Select Board, Finance Committee, Town Accountant, Town Manager and Treasurer/Tax Collector will review the management letter from the audit firm. The management letter details any discrepancies found during the audit. This information will be summarized and shared with department heads. The Finance Committee will review the recommendations and findings with the department heads and town officials in a public forum and implement changes if possible.

Internal audits shall be performed at the discretion and by the Town Manager, Town Accountant/Finance Director, Board of Selectmen or Finance Committee.

Balanced Budget

The cost of operations of the Town will be funded on a fiscal basis out of current revenues.

The Town shall have a goal not to defer maintenance of capital equipment and facilities or defer the costs or recognition of the costs.

The Town will adopt a budget based on sound business practices which relate departmental performance to actual outcomes of established goals and objectives.

Financial Forecasting

A five-year financial projection model shall be prepared annually and jointly by the Town Accountant, the Finance Committee, Town Manager, Treasurer/Tax Collector, Board of Selectmen, and Board of Assessors projecting revenues and expenditures for all operating funds. Representatives of the aforementioned committees or their appointed representatives may participate in this work. This projection shall be used as a planning tool in developing the following year's operating budget and capital improvements plan. Revenue forecasts for property tax, local receipts and state aid shall be conservative, using generally accepted forecasting techniques and appropriate data. Revenue deficits will be avoided at all costs.

The five year financial projection model will be presented to the public in an open forum prior to the beginning of the next fiscal year budget process.

The objective of the five year projection model shall be to create a balanced budget going out as many years as is practicable when considering various scenarios.

General Fund Revenue

The Town shall estimate its annual revenues, in detail, by use of objective analysis. The assumptions and factors through which the estimates are derived will be clearly stated and explained. The Town employs a conservative and fiscally prudent historical analysis to estimating revenues.

One-time revenues will be used for capital improvements, additions to reserves or as legally restricted to a specific purpose.

The year-to-year increase of actual revenue from the property tax levy shall generally not exceed 2.5% pursuant to the limitations of M.G.L. Ch. 59 Sec. 21C.

- a. Excluding additional tax levy capacity resulting from the annual certification of new growth valuation.
- b. Excluding expenditure increases funded outside the tax limit cap.

Real and Personal Property valuations shall be reassessed and recertified per statute.

- a. The town is required to maintain property values at 100% of their full and fair cash valuation on an annual basis. Municipalities are audited (certified) by the Massachusetts Department of Revenue, (DOR), every 5 years to ensure that valuations remain in compliance with the Commissioner of Revenue's standards as they relate to the assessment level and uniformity. The town is

also subject to DOR review and approval of assessed valuations for each of the 4 years between certifications through an interim year update of assessed valuations program.

- b. Given the significance of property taxes to both town government and taxpayers, the Town will provide for the support and resources for the Board of Assessors to properly assess property and to defend such assessments if necessary at the Appellate Tax Board.

The Treasurer/Tax Collector will carefully and routinely monitor all amounts due the Town. A proactive policy of collection will be followed for all receivables, including property taxes. The Town will strive to achieve a target of 98% property tax collection rate by fiscal year. All collection activities by the Treasurer/Tax Collector shall adhere to standard procedures jointly agreed to by the Town Accountant, Treasurer/Tax Collector and Town Manager.

The Town will endeavor to review its fee structure every two years for specific services which fees are charged to assure that the full cost of providing the service or product are recovered. Town rates and fees will be reviewed by a committee appointed by the Board of Selectmen. The rate and fee review committee will consist of the town's finance professionals and one representative of the Finance Committee. The recommendations from said committee will be presented to the Board of Selectmen in a public forum.

Residential and commercial/industrial/personal (CIP) tax rates are certified annually by the Massachusetts Commissioner of Revenue. Prior to tax rate certification, the Board of Selectmen is required conduct a Public Hearing on Tax Classification where the percentage of the tax burden borne by each class of property is determined through the Selectmen's adoption of a Residential Factor which is derived from a CIP shift percentage. Adoption of a factor of "1" will result in a single tax rate for all classes of property while the adoption of any factor other than "1" will establish two tax rates; a lower rate for residential taxpayers and higher rate for CIP taxpayers. The Residential Factor is a tool that can be used to equalize fluctuations in tax bills resulting from disproportionate changes in assessed valuations. For FY2019, Ayer approved a residential factor based on a CIP shift percentage of 1.54. Since FY2003, the town's CIP shift percentage has ranged from a low of 1.445 to a high of 1.66. Approximately 30% of the cities and towns in Massachusetts have voted to establish a multiple tax rate structure.

Meals Tax: Taxes collected from the meals tax are general fund monies, per DOR. However, an amount equal to the annual estimated meals tax shall be used as the minimum annual funding of the OPEB account (Other Post-Employment Benefits Fund) pending approval by Town Meeting.

The Town will appoint a Tax Increment Financing (TIF) review committee. The committee members will include the Town Manager, Town Accountant, Economic Developer, Assessor, one member from the Finance Committee, one member from the Board of Selectmen, one member from the business community, and one citizen volunteer.

The committee will establish a standardized template for TIF agreements. However, the committee must be provided with the authority to amend or modify established parameters in order to address any property specific circumstances that may require incorporation into the final agreement.

No committee or board will issue a license or permit to any person or business entity that is delinquent or in arrears on taxes or town fees as detailed in M.G.L. Ch. 40 Sec 57.

Free Cash

According to the Division of Local Services, (DLS), “free cash” is a revenue source that results from the calculation, as of July 1, of a community’s remaining unrestricted funds from operations of the previous fiscal year, based on the balance sheet as of June 30. It typically includes actual receipts in excess of revenue estimates and unspent amounts in departmental budget line-items for the year just ending, plus unexpended free cash from the previous year. Free cash is offset by property tax receivables and certain deficits; as a result, it can be a negative number.

Free cash plays a role in sustaining a strong credit rating, and the DOR encourages the adoption of policies on its use. As a non-recurring revenue source, a prudent use of free cash would be to fund one-time expenditures, a capital purpose, or to replenish other reserves, not for reoccurring operating budget according to the DOR.

Free cash is not available for use until a balance sheet for the prior year is submitted by the accountant, auditor or comptroller and free cash is certified by the Department of Revenue. The use of free cash requires an appropriation approved by Town Meeting, but only after it is certified by the DOR.

Free cash is “a necessary component of sound local fiscal management” and “one indicator of fiscal health” that can positively affect bond ratings and reduce borrowing costs, according to the Division of Local Services.

Employee Compensation

The Town endeavors to compensate its employees at the prevailing market rate for wage and benefits. The change in salaries, wages and benefits from year to year shall not exceed

that which can be sustained on an ongoing basis out of recurring revenues. Economic downturns will trigger a review of this policy

The Town Manager will make a COLA recommendation for employees not covered by a Collective Bargaining agreement. The resources used to make this recommendation include, but are not limited to:

- Consumer Price Index, Boston-Cambridge-Newton: https://www.bls.gov/regions/new-england/news-release/consumerpriceindex_boston.htm
- Changing Compensation Costs in the Boston Metropolitan Area: https://www.bls.gov/regions/new-england/news-release/employmentcostindex_boston.htm
- Consumer Price Index Information – Massachusetts: <https://www.bls.gov/regions/new-england/massachusetts.htm>
- Consumer Price Index Information – Massachusetts, Leominster area resources: https://www.bls.gov/regions/new-england/ma_leominster_mn.htm
- The Massachusetts Municipal Personnel Administration COLA survey
- An analysis of the Town of Ayer Collective Bargaining Agreements

The information provided by these links are continually changing. These links can be accessed at the Town of Ayer, public library computers or by request at the Board of Selectman's office.

Funds

All current operating expenditures should be paid for with current operating revenues.

External borrowing will not be used to fund current operating expenditures.

As federal and state mandates come into effect over time they often have associated costs; these costs can be substantial and subsequently should be shared over time.

Enterprise and other similar funds

- a. This type of fund should be established in such a way as to reasonably plan for and moderate the rate of cost increase to tax payers. Should the need for such a fund be determined, if any existing funding currently used for the purpose of the new fund is part of the general fund, then that amount should first be reallocated to the new fund before any new fees are considered or created.
- b. Fees for the purpose of funding enterprise and other similar funds shall be established in such a way as to moderate the rate of cost increase for tax payers.
- c. Rates and fees for sewer, water, transfer station, ambulance and other enterprise funds shall be reviewed annually with the goal to cover all direct, indirect and capital improvement costs of the systems.
- d. Capital improvements for sewer, water, transfer station, ambulance and other enterprise funds shall be scheduled within the predictable revenue stream and scheduled to avoid major or unscheduled increases in rates.
- e. New funds shall comply with Massachusetts DOR regulations
- f. Enterprise Funds indirect cost: See Exhibit A

Reserves

The Town will seek to adequately fund and maintain financial reserves such as the Stabilization Fund, Reserve Fund and other such formally recognized reserve accounts in order to:

- a. Promote financial flexibility and stability
- b. To meet extraordinary and unforeseen events
- c. To have sufficient liquidity and cash flow to pay bills on time without the necessity of short term borrowing.

Stabilization

The Stabilization Fund will strive to have a minimum balance equal to 7% of the operating revenue for a given fiscal year. Stabilization should be funded to the maximum each year to maintain the 7% balance. The minimum funding for the Stabilization fund is 10% of the calculated fund balance or such an amount that maintains the stabilization fund at 7% of the operating budget in the same fiscal year budget.

- a. Example - If the operating revenue is \$22M, the calculated minimum funding balance is \$1.54M. If the current fund balance is \$800,000, the funding will be \$740,000. The minimum that shall be funded is 10% of the \$1.54M or \$154,000
- b. A minimum of 10% of funds in Stabilization will be invested into Capital Stabilization.
- c. Use of the Stabilization Fund is regulated by state law. If the town draws funds from Stabilization, it will implement a plan to replenish the balance in addition to the annual funding calculation.
- d. Stabilization and Capital Stabilization funds will be invested in interest bearing funds.

OPEB

The Town will plan to fund long term liabilities in such a fashion as to pay down long term liabilities commensurate with the duration of the liability so as to reasonably share costs among tax payers over time.

- a. Retirement Liabilities
The Town will follow recommended reporting and development of a funding structure for GASB Statement 75 regarding accounting for Other Post-Employment Benefits (primarily health insurance) to retired employees.
- b. The town will fund the retirement of its current retired population as of GASB 75 actuarial report received every two years

The purpose of this policy is to establish guidelines for the management of the Town's Other Post-Employment Benefits (OPEB) liability within the context of the Town's long-term obligations to its retirees. The OPEB Liability Trust was initially established in 2012, with acceptance of Chapter 32B, section 20, of the M.G.L.s, which requires segregation of funds to address the Town's OPEB liability. The custodian of the OPEB Trust Fund is the Town Treasurer/Tax Collector. The Town utilizes the Pension Reserves Investment Management Board (PRIM) to invest funds that are designated towards the Town's OPEB liability.

The Town expects to contribute \$300,000 annually into an OPEB trust for the purpose of funding OPEB benefits. 100% of the meals tax will be used to fund OPEB and the remaining funding will come from the General Fund. In the event that the Town is unable to fully fund the \$300,000 in any year with meals tax and/or General Fund monies, the Town will fund the OPEB contribution with budgetary savings previously allocated to the pension

assessment. The Town's objective in funding an OPEB trust is to accumulate sufficient assets to fully finance the Town's accrued OPEB liability. In meeting this objective the Town strives to provide intergenerational equity for taxpayers with respect to Town costs

Capital Planning

A. Composition

The Ayer Capital Planning Committee (ACPC) will consist of: 1 member of the Board of Selectmen; 1 member of the Finance Committee; and 5 or fewer (in an odd number) citizens.

Support staff for the Capital Planning Committee will be Town Manager, Treasurer/Tax Collector, Town Accountant/Finance Director, Assessing Administrator, Economic Developer, Facilities Manager, and Department Heads.

B. Mission Statement

the broad vision of the ACPC shall be to:

- Provide a format under which the town's current and future capital needs can be managed given due consideration to the fiscal realities facing the Town of Ayer.
- Make recommendations to the Board of Selectmen regarding town-wide issues that could/should be addressed to better our bond rating.
- Remain mindful of the effect that any of their recommendations would have on the tax rate in the Town of Ayer.
- Weigh the effects of each decision on the quality of life in the town.

Through this format, the ACPC shall provide the Board of Selectmen, and ultimately the voters at Town Meeting, with information to inform them about the capital needs of the town. Moreover, the ACPC shall demonstrate to the Board of Selectmen, and ultimately to the voters at Town Meeting, that it has developed a long term capital debt management plan that has as its sole purpose the provision of a cost effective and cost efficient system of budgeting for the repair, replacement, and enhancement of the Town's capital asset base.

Capital planning is an integral component of our budgeting responsibility for the Town of Ayer. The Town must remain cognizant of our capital infrastructure needs and plan for them accordingly. The focus on this mission will only positively impact our Town's capital asset base, and it will also favorably impact Ayer's ability to have stable and predictable operating and capital budgets.

When financial times are good, and even when financial times are difficult, we must continue to keep focused on this issue. It is our obligation to provide for the effective and efficient management of our capital resources not only for this generation, but also for its orderly transfer to the next.

C. Charge

1. Five Year Capital Expense Requests- To request/require an annual rolling five year capital expense request package from each department including all necessary and appropriate backup materials and justifications.

The ACPC shall establish a firm schedule for the submission and review of said rolling five year capital expense request packages that will allow sufficient time to review the requests and make recommendations to the Finance Committee and the Board of Selectmen in time for the Board of Selectmen to consider the recommendations for annual town meeting. Larger capital expenditures, greater than \$1M need to be presented in a longer 10 year plan. The request package will be submitted as an electronic spreadsheet.

Capital Expense: A Capital Expense is an asset with an initial, individual cost or in certain cases a cumulative cost of more than \$10,000 and an estimated useful life in excess of two years.

The Capital Planning Committee shall receive projected estimated maintenance costs going forward from department heads. Maintenance of each capital asset shall be assigned to a department head or Facilities Manager who will be responsible to assure maintenance is carried out according to the plan.

The Capital Planning committee will prepare a multi-year report to be given at Town Meeting.

2. Non-Exempt or Regular Debt- To review each department's non-exempt or regular debt requests) and to make a recommendation to the Board of Selectmen regarding which non-exempt or regular debt articles, if any, should be considered for inclusion in the annual omnibus budget, but subject to the following considerations:

2.1 The Town shall appropriate an amount of money annually that equals eight (8%) percent of the town's proposed operating budget to a Capital Expense Fund (CEF). Implementing this practice is subtle, because the principal and interest for bonded expenditures have minimal impact on the current year but significant impact in future years.

2.2 All approved annual non-exempt debt service shall be paid from said CEF.

2.3 Any balance remaining in the CEF at the end of the fiscal year shall remain and be carried over and shall in no way effect or limit the 8% annual appropriation to the CEF for the following year.

2.4 Any balance that accrues in the CEF will be viewed favorably by the Town's bond rating agency. This will likely earn the town a higher overall bond rating. The net effect of a higher bond rating is a lower interest rate on bond issues. Lower interest rates on bond issues means lower costs to service and retire debt. Lower costs to service and retire debt means more revenue is available in the CEF to either pay down new debt, to pay down existing debt more quickly or to continue to build the fund for future use. This cycle is fiscally prudent.

2.5 In that the source of funding for the CEF comes from within the town's annual operating budget, debt service on articles funded through the CEF have no net effect on the tax rate or a citizen's tax bill.

3. Exempt or Debt Exclusion Debt- To review each department's exempt or debt exclusion debt request(s) and to make a recommendation to the Board of Selectmen regarding which exempt or debt exclusion debt articles should be considered, if any, for inclusion on the annual town election ballot and annual town meeting warrant for voter consideration, but subject to the following conditions:

3.1 Any vote to fund exempt or debt exclusion debt articles shall have the net effect of increasing the town's levy limit by the amount of the debt for the life of the debt. This will have a net effect of increasing property taxes and increasing citizen's tax bills.

3.2 Therefore, with any recommendation for consideration of an exempt or debt exclusion capital article, the ACPC shall be required to present to the Board of Selectmen a detailed accounting of the effect that passage of such an article would have on the town's tax rate and the effect it would have on an average tax bill in the town of Ayer.

The recommendations of the ACPC are intended to be advisory in nature and shall not be binding on the Board of Selectmen.

Capital Finance

The Capital Planning Committee will decide the type of funding to pursue for each capital improvement and recommend this method to the Finance Committee and Board of Selectmen for incorporation in the annual budget.

Each request will be funded in one of three categories:

1. Non-exempt or regular debt – Articles with an expense less than \$300,000 which shall be considered non-exempt or regular debt and shall be funded through the operating budget
2. Exempt or Debt Exclusion Debt – Articles with an expense equal to or greater than \$300,000 which shall be considered exempt or debt exclusion and shall be funded through debt exclusion overrides votes
3. Capital Exclusion - Shall be funded through a one-time annual tax rate increase for the fiscal year.

Investment Policy

The primary purpose of this Investment Policy Statement (IPS) is to provide a clear understanding regarding the Town of Ayer (The Town). Long Term Funds and, General Fund objectives, goals, risk tolerance, and investment guidelines established for the investment of town funds. The Treasurer/Tax Collector will follow the investment policy as adopted by the Town of Ayer. This policy will be reviewed with the Town Manager as needed and any changes will be approved by the Board of Selectmen per the policy.

The Treasurer/Tax Collector may present and review the town's investments as requested by the Finance Committee in an open meeting.

I. The Investment of General Funds, Special Revenue Funds, Enterprise Funds, and Capital Projects Funds

A. Scope

This section of the IPS applies only to short term operating funds such as general funds, special revenue funds, enterprise funds, bond proceeds and capital project funds. A separate Contributory Retirement Board, either local or county, is responsible for the investment of the pension funds.

B. Investment Instruments

Note: Public investments in Massachusetts are not protected through provisions in State law.

The Treasurer may invest in the following instruments:

- Massachusetts State pooled fund: Unlimited amounts (Pool is liquid) The Massachusetts Municipal Depository Trust (MMDT), an investment pool for state, local, county and other independent governmental authorities, is under the auspices of the State Treasurer. It invests in Bankers Acceptances, Commercial Paper of high quality, Bank Certificates of Deposit, Repurchase agreements

(Repos), and U. S. Treasury Obligations. It has Federal Deposit Insurance Corporation (F.D.I.C.) pass-through insurance on the CD's up to the standard limits and takes delivery on the Repos and Treasuries. Under Government Accounting Standards Board Regulation (GASB III), it is not considered an uncollateralized product.

- U. S. Treasuries that will be held to maturity: Unlimited amounts (Up to one-year maturity from date of purchase)
- U.S. Agency obligations that will be held to maturity. Unlimited amounts (Up to one-year maturity from date of purchase)
- Bank accounts or Certificates of Deposit (“CDs”) (Up to three years’ maturities from the date of purchase) which are fully collateralized through a third-party agreement: Unlimited Amounts
- Bank accounts and CDs (Up to three years’ maturities from the date of purchase) insured by F.D.I.C. up to the coverage limit. All bank accounts and CDs in one institution are considered in the aggregate for the insurance coverage limit. In some cases, Banking Institutions carry additional insurance, Depository Insurance Fund (D.I.F.): Contact banking representative for amounts of coverage.
- Unsecured bank deposits of any kind such as other checking, savings, money market, or Certificates of Deposit accounts at Banks that do not fit the above categories. These investments are subject to the following limitations: No more than 5% of an institution's assets and no more than 25% of a municipality's cash may be comprised of unsecured bank deposits. This percentage may be increased for not more than 30 days during times of heavy collection or in anticipation of large payments that will be made by The Town in the near future. For example, these payments may be for such items as debt service payment or regional school assessments. Their credit worthiness will be tracked by Veribanc, or other bank credit worthiness reporting systems. They will be diversified as much as possible. CDs will be purchased for no more than one year and will be reviewed frequently.
- Money Market Mutual Funds that are registered with the Securities and Exchange Commission that have received the highest possible rating from at

least one nationally recognized statistical rating organization and as otherwise referenced in the M.G.L. Chapter 44 Section 55.

C. Diversification

Diversification should be interpreted in two ways: in terms of maturity, as well as, instrument type and issuer. The diversification concept should include prohibition against over concentration of maturities, as well as concentration in a specific institution. Except for U.S. Treasury obligations or investments fully collateralized by U.S. Treasuries or agencies, and State pools (MMDT), no more than 25% of the Town's investments shall be invested in a single financial institution.

D. Authorization

the Treasurer has authority to invest entity funds, subject to the statutes of the Commonwealth M.G.L. Chapter 44 Section 55, 55A, & 55B.

E. Restrictions

Chapter 44, Section 55 set forth several restrictions that the Treasurer must be aware of when making investment selections.

- A Treasurer shall not at any one time have on deposit in a bank or trust company an amount exceeding 60% of the capital and surplus of such bank or trust company, or banking company, unless satisfactory security is given to it by such bank or trust company, or banking company for such excess.
- The treasurer shall not make a deposit in any bank, trust company or banking company with which he is, or for any time during the three years immediately preceding the date of any such deposit was, associated as an officer or employee.
- All securities shall have a maturity from date of purchase of one year or less, with the exception of bank certificates of deposits that have a three-year limit from the date of purchase.
- Purchases under an agreement with a trust company, national bank or Banking Company to repurchase at not less than original purchase price of said securities on a fixed date shall not exceed ninety days.

F. Legal References

M.G.L. Chapter 44, Section 55

M.G.L. Chapter 44, Section 55A

M.G.L. Chapter 44; Section 55B

II. The Investment of Long Term Funds

A. Scope

This section of the IPS applies only to funds that are designated as long term, i.e. trust funds, stabilization funds, cemetery perpetual care, Town preservation act and other funds the town may have set aside for long term use.

All accounts will be maintained separately receiving their proportionate interest and any realized and unrealized gains or losses. The account may be established as a pooled investment portfolio unless otherwise stated. Any additional accounts will be maintained in this same manner.

B. Authority

M.G.L. Chapter 44, section 54 pertains to the investment of Trust Funds, Chapter 40 Section 5B pertains to the investment of Stabilization Funds and, Chapter 44B section 7 pertains to the investments of Town Preservation Funds. All trust funds shall fall under the control of The Towns Treasurer unless otherwise provided or directed by the donor.

If the trust fund results from a gift, grant or bequest from a private donor, and the private donor specifies how the trust shall be invested; the trust fund shall be invested in accordance with the terms of the gift, grant or bequest. If there is a conflict between such donor terms and this Section II, the donor terms shall govern, subject to the general principles of prudence set forth in the Policy.

C. Investment Instruments

M.G.L. Chapter 44 section 54 states that money should be deposited into savings bank, trust companies incorporated under the laws of the Commonwealth, banking companies incorporated under the laws of the Commonwealth which are members of the F.D.I.C, or national banks, or invested in participation units in a combined investment fund under M.G.L. Chapter 29 Section or in a paid-up shares and accounts of and in co-operative banks, or in shares of savings and loan associations or in share or savings deposits of federal savings and loan associations doing business in the commonwealth.

Additionally, the Town may invest such funds in securities, other than mortgages or collateral loans, which are legal for the investment of funds of savings banks under the laws of the commonwealth; provided, that not more than fifteen percent (15%) of any such trust funds shall be invested in bank stocks and insurance company stocks, nor shall more than one and one-half percent (1 ½%) of such funds be invested in the stock of any one bank or insurance company.

The Treasurer may invest in the following instruments:

- U. S. Treasuries that maybe sold prior to maturity: Unlimited amounts (With no limit to the length of maturity from date of purchase)
- U.S. Agency obligations that maybe sold prior to maturity. Unlimited amounts (With no limit to the length of maturity from date of purchase)
- Bank accounts or Certificates of Deposit (“CDs”) Unlimited amounts (With no limit to the length of maturity from date of purchase), which is fully collateralized through a third-party agreement:
- Bank accounts and CDs (With no limit to the length of maturity from date of purchase) fully insured by F.D.I.C. and in some cases also Depository Insurance Fund of Massachusetts (D.I.F.): All bank accounts and CDs in one institution are considered in the aggregate to receive the insurance coverage limit.
- Unsecured bank deposits of any kind such as other checking, savings, money market, or Certificates of Deposit accounts at Banks that do not fit the above categories. These investments are subject to the following limitations: These investments will be limited to no more than 5% of an institution's assets and no more than 25% of a municipality's cash. This percentage may be increase for not more than 30 days during times of heavy collection or in anticipation of large payments that will be made by the Town in the near future. These payments maybe for such items as debt service payment or regional school assessments. Their credit worthiness will be tracked by Veribanc, or other bank credit worthiness reporting systems. They will be diversified as much as possible. CDs will be purchased with no limit to the length of maturity from the date of purchase and will be reviewed frequently.
- Common and preferred stock that are listed in the List of Legal Investments.
- Investment Funds that are listed in the List of Legal Investments.
- All other items not separately identified here that are listed in the List of Legal Investments.

D. Standards of Care

The standard of prudence to be used by the Treasurer shall be the “Prudent Person” standard and shall be applied in the context of managing an overall portfolio. The Treasurer acting in accordance with written procedures and this IPS, and exercising reasonable due diligence, shall be relieved of personal responsibility for an individual

security's credit risk or market price changes, provided the purchases and sale of securities is carried out in accordance with the terms of this IPS and the associated M.G.L.s.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs; not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived.

In addition, this section would also apply to M.G.L. Chapter 44 Section 55A which refers to the liability of the Treasurer for losses due to bankruptcy.

E. Diversification

Diversification should be interpreted in two ways. 1.) In terms of maturity 2.) Instrument type and issuer. The diversification concept should include prohibition against over concentration of maturities, as well as concentration in a specific institution, except for U.S. Treasury obligations or investments fully collateralized by U.S. Treasuries or agencies.

F. Legal References

M.G.L. Chapter 40, Section 5B

M.G.L. Chapter 44, Section 54

M.G.L. Chapter 44, Section 55A

M.G.L. Chapter 44, Section 55B

M.G.L. Chapter 44B, Section 7

Trust Funds may be co-mingled and invested in any instruments allowed by the Commonwealth of Massachusetts list of Legal Investments Legal issued by the Banking Commissioner each July. Each trust fund must be accounted for separately. Chapter 44 Section 54 sets forth that Treasurers may invest in instruments that are legal for savings banks. This list of investments is included in the Commonwealth of Massachusetts List of Legal Investments, Chapter 167 Section 15A.

III. General Provisions

A. Objective

M.G.L. Chapter 44, section 55B requires the Entity's Treasurer to invest all public funds except those required to be kept available for purposes of immediate distribution.

This section also requires that invested funds are to be placed at the highest possible rate of interest reasonably available, considering the acceptable levels of safety, liquidity and yield. Therefore, these guidelines are intended to further the objective of securing the highest reasonable return available that is consistent with safety of principal while meeting the daily cash requirements for the operation of the entity's business.

- Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to preserve capital through the mitigation of credit risk and interest rate risk. These risks shall be mitigated by the diversification and prudent selection of investment instruments, and choice of depository. Credit risk is the risk of loss due to the failure of the security issuer or backer. Interest rate risk is the risk that the market value of the security will fall due to changes in general interest rates.
- Liquidity is the next most important objective. The overall investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Since all possible cash demands cannot be anticipated, the treasurer shall attempt to carry out investment activities in a manner that provides for meeting unusual or unexpected cash demands without requiring the liquidation of investments that could result in forfeiture of accrued interest earnings, and loss of principal in some cases.
- Yield is the third, and last, objective. Investments shall be undertaken to achieve a fair market average rate of return, taking into account safety and liquidity constraints as well as all legal requirements.

B. Risk Tolerance

“Credit risk” is the risk that an issuer or other counterparty to an investment will not fulfill its obligations.

The Town will manage credit risk several ways. There will be no limit to the amount of United States Treasury and United States Government Agency obligations. The Town will only purchase investment grade securities with a high concentration in securities rated “A” or better. The Town may invest in the Massachusetts Municipal Depository Trust (MMDT) with no limit to the amount of funds placed in the fund. The Town may place funds in banking institutions as stated in Section C of this IPS Custodial Risk

The “custodial credit risk” for deposits is the risk that, in the event of the failure of a depository financial institution, a municipality will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a municipality will not be able to recover the value of investment or collateral securities that are in the possession of an outside party.

The Town will review the financial institution’s financial statements and the background of the Advisor. The intent of this qualification is to limit the Town’s exposure to only those

institutions with a proven financial strength, Capital adequacy of the firm, and overall affirmative reputation in the municipal industry. Further, all securities not held directly by the Town, will be held in the Town's name and tax identification number by a third-party custodian approved by the Treasurer and evidenced by safekeeping receipts showing individual CUSIP numbers for each security.

"Concentration of credit risk" is the risk of loss attributed to the magnitude of a government's investment in a single issuer.

The Town will minimize concentration of credit risk by diversifying the investment portfolio so that the impact of potential losses from any one type of security or issuer will be minimized.

"Interest rate risk" is the risk that changes in interest rates will adversely affect the fair value of an investment.

The Town will manage interest rate risk by managing duration in the account.

"Foreign currency risk" is the risk that changes in foreign monetary exchange rates will adversely affect the fair value of an investment or a deposit.

The Town will limit investment in any instrument exposed to foreign currency risk.

C. Ethics

The Treasurer/Tax Collector shall refrain from any personal activity that may conflict with the proper execution of the investment program or which could impair or appear to impair ability to make impartial investment decisions. Said individuals shall disclose to the Finance Director any material financial interest in financial institutions that do business with the Town. They shall also disclose any large personal financial investment positions or loans that could be related to the performance of the Town's investments.

D. Relationship with Financial Institutions

Financial institutions should be selected first and foremost about their financial soundness and stability. The Town may subscribe to the Veribanc Rating Service to evaluate the banking institutions with which it chooses to establish relationships. Brokers should be recognized, reputable dealers and members of the Financial Industry Regulatory Authority (FINRA).

In instances where the Town does not purchase the Veribanc Rating Service, the Treasurer should request the banking institution's Veribanc rating from all the banking institutions that are working with the Town on a quarterly basis.

When using the Veribanc Rating Service the Treasurer may invest in such banks that show a green rating in a quarter. If a rating is yellow the Treasurer should contact the appropriate banking institution and request in writing an explanation of the change in rating and the expected time table for it to be changed to green. If for a second quarter such rating is not green, the Treasurer should consider removing all funds that are not collateralized, or carries some form of depositor's insurance. If a rating moves to red, all money should be immediately collateralized or covered by some form of depositor's insurance or be removed from the banking institution.

The Treasurer shall require any brokerage houses and broker/dealers wishing to do business with the municipality to supply the following information to the Treasurer on an annual basis:

- Annual Financial statements
- If acting as a Registered Investment Advisor, copy of their most recent Form ADV Part II report
- Errors & Omissions insurance amounting to, at a minimum, the total fair market value of the Trust Fund Portfolio
- A statement that the Advisor has read the municipality's IPS and will comply with it on an annual basis
- Annual review all advisors through www.finra.org

E. Reporting Requirements

The Treasurer/Tax Collector will reconcile monthly and maintain a cash book. The cashbook will contain:

- A listing of the individual accounts.
- A summary of the income earned.
- An overall Cash balance

The Town Accountant/Finance Manager may request more detailed information which the Treasurer/Tax Collector will provide in a timely manner. Some information that may be requested but not limited to is:

- Detailed investment information by account
- A list of banks and banking accounts with current balance information

- A review of the investment portfolio

Water and Sewer Shut-off Policy

All Water and Sewer Bills are due by the due date printed on the bill.

On the 31st day after the due date, the first late notification letter will be issued. When this notice is received, the customer must either pay the entire amount due or schedule payment arrangements.

The second notification is issued 15 days after the first late notification (45 days overdue). It warns that water and sewer services may be shut off if the bill is not paid. Tenants of rental property will also be notified so that they may take action in accordance with Massachusetts Tenants Rights.

The third and final notification will be sent via certified mail after the bill is 60 days overdue. It warns that water and sewer services will be shut off if payment is not received by the specified date. In addition, a brightly colored notice will be placed on the customer's door or other easily visible location with a date and time of the termination of water service.

If payment is not received in full or a payment plan arranged with the Department of Public Works, the DPW Superintendent, the Town Manager and the Board of Health will be notified regarding the termination of water service.

Water service termination and renewal will only occur during DPW business hours, 8:00 AM to 3:00 PM, Monday through Thursday. Water service renewal will be done after normal working hours for emergency situations authorized by the Superintendent.

Payment to Avoid Termination - In order to forestall termination of service to a delinquent account, payment following the issuance of a Final Notice shall be made either in cash (exact amount), money order or by a certified or a bank cashier's check. A person making a payment in person to forestall termination shall be referred to a designated Town representative. Upon receipt of payment, the designated representative shall issue a stop termination order and present the individual with a receipt.

Payment after Termination - A customer seeking restoration of water service after termination due to the customer's non-payment of charges must pay the past due balance on the account as well as a water service turn-on fee. Payment must be in cash (exact amount), money order or by a certified or bank cashier's check. Customers may make arrangements with the Town to pay the past due balance over time.

Collection Agreements - A customer who cannot pay the full amount due the Town for charges may be permitted to enter into a collection agreement with the Town. Customers shall be required to sign the agreement which will be furnished by the Town. The agreement will detail all the conditions that are required to prevent termination. Failure to adhere to the collection agreement will result in termination of the customer's water service.

Please note that there are Special Provisions against shut-offs related to illness and personal safety, families with infants and elderly households. The DPW and Board of Health have information available regarding these provisions.

Customers may appeal the shut off to the Board of Selectmen.

Procurement Policies

This policy is issued by the Ayer Board of Selectmen for the purpose of ensuring that all contracts, purchase orders, and invoices entered into by the Town of Ayer are in compliance with all applicable local, state, and federal law, including M.G.L. Chapter 30B (the Uniform Procurement Act). In accordance with the provisions of this Act, the Chief Procurement Officer (currently the Town Manager) shall oversee the procurement function in conformity with relevant statutes.

NOTE: The Chief Procurement Officer should be appointed pursuant to M.G.L. Chapter 30B. The Town Manager does not have to serve in this capacity. However that is the custom of most Town's and has been the historic precedent in Ayer. Additionally, M.G.L. Chapter 41, Section 23A provides that the Town Manager "shall act by and for the Selectmen in any matter which they may assign to him relating to the administration of the affairs of the Town or of any Town Office or Department under their supervision and control."

Procurement Requirements

Subject to the approval of the Town Manager (Chief Procurement Officer), Department Heads and Budget Managers shall have the discretion to make purchases under \$10,000 using sound business practices. Department Heads/Budget Managers should solicit price lists and quotations from competing vendors on a regular basis to make sure the Town is getting favorable prices for all purchases.

The Town Manager (Chief Procurement Officer) shall oversee procurements of Goods and Services, pursuant to M.G.L. chapter 30B for purchases over \$10,000. For each such procurement, it shall be the responsibility of the requesting Department Head/Budget Manager to:

- a. Prepare a written description which includes all purchase requirements;
- b. Obtain written price quotations on said written description form no less than three (3) competing vendors, which quotations shall be summarized on a form prescribed by the Town Manager
- c. Obtain the written approval of the Town Manager (Chief Procurement Officer) thereon to award the contract to the lowest responsible bidder. The term “lowest responsible and eligible bidder” means the bidder whose bid is of the lowest of those bidders possessing the skill, ability and integrity necessary to faithful performance of the work.

For procurements over \$50,000 that fall under the jurisdiction of M.G.L. chapter. 149 or M.G.L. chapter. 30 §39M shall be overseen by the relevant Department Head and/or Town Manager. The Board of Selectmen shall sign all notices of award and contracts for these procurements.

3. All procurements over \$50,000 shall be made by the Town Manager (Chief Procurement Officer) and/or relevant Department Head with the requesting Department Head on the basis of an Invitation for Bids (IFB) or Request For Proposal (RFP), as set forth in M.G.L. Chapter 30B, M.G.L. chapter 149 or M.G. L. chapter 30§39M.

Execution of Contracts

All contracts of \$10,000 or more shall be in writing, and shall be executed by the Town Manager (Chief Procurement Officer).

Unless authorized by a majority vote by Town Meeting, the Town may not solicit or award a contract for a term greater than five years, including renewals, extensions or options.

The Town Accountant/Finance Manager shall be provided with and shall maintain a copy of every contract executed by the Board of Selectmen, Town Manager or authorized awarding authority.

Disposal of Surplus Town Owned Property/Supplies

Any Board or Officer in charge of a department of the Town may, with the approval of the Town Manager for property having an aggregate value of less than \$10,000 transfer to another Town Department or transfer by sale any personal property within the possession or control of the department which has become obsolete or is not required for further use by the department or any other department.

For supplies with a resale or salvage value of \$10,000 or more, the Town will use one of the alternate methods of sale: (1) sealed bids, or (2) public auction. The Town will also post notice indicating the supply offered for sale, the location and method for inspection of the supply, the terms and conditions of the sale including the place, date, and time for the bid opening or auction, and a statement that the Town retains the right to reject any and all bids. The Town will post this notice in accordance with M.G.L chapter 30B

Long Term Debt

Long Term Debt will only be used to finance capital improvements and projects. The Town will retire principal long term debt for any particular project in a period of time which is equal to or less than the useful life of the improvement or project. The Town will not use long-term debt to fund any portion of its current operations.

In considering and scheduling the issuance of new long term debt the Town will seek to maintain annual principal and interest payments, net of reimbursements or dedicated revenue sources, at levels which can be sustained.

Total debt payments within the town budget may not exceed 5% of the overall omnibus budget.

Information Technology Acquisition Policy

The purpose of the Town of Ayer's Information Technology Acquisition Policy is to facilitate and ensure that all Town Departments are acquiring, purchasing, procuring, operating, and disposing of all information technology hardware and software in a legal, efficient, secure, eco-friendly, and financially responsible manner with the goal of maximizing the taxpayers' funding of all Town information technology.

The Town of Ayer Information Technology Acquisition Policy covers all Boards, Commissions, Committees, Departments, Elected Officials and Employees of the Town of Ayer. The Information Technology Acquisition Policy does not supersede and/or substitute any pertinent Federal and/or State Law.

Exempt from Policy: Due to the unique legal and security requirements of the Ayer Police Department, the Ayer Police Department is exempt from the Information Technology Acquisition Policy.

Administration of the Information Technology Acquisition Policy

The IT Director under the direction of the Town Manager is ultimately responsible for the administration and implementation of the Information Technology Acquisition Policy.

The Information Technology Acquisition Policy may be amended by the Ayer Board of Selectmen upon recommendation by the Town Manager in consultation with the Town's IT Director and/or IT Committee.

Definition of Information Technology

For the purposes of this policy, Information Technology (IT) includes but is not limited to the following:

- IT Hardware to include (but not limited to): CPUs; Monitors; Printers; Scanners; Faxes; Laptops; iPads; Cell Phones; Mice; Keyboards; Projectors; Servers; Tablets; Flash drives; external hard drives and other data storage devices; and/or other devices.
- IT Software to include (but not limited to): Operating System Software; Anti-virus Software; Security Software; Programs; Web-Site Software; Face Book Software; and/or other software.

Acquisition of IT Hardware and/or Software

The acquisition of all IT Hardware and/or Software by any Town entity covered under the Scope of this policy shall be in accordance with M.G.L. Chapter 30B (State Purchasing/Procurement Law) and/or Sound Business Practices.

Any and all IT Hardware and/or Software acquisitions must first be requested in consultation with the IT Director. The IT Director has the authority to approve/revise/decline any IT Hardware and/or Software acquisition which is not in the best interests of the Town of Ayer.

Any and all IT Hardware and/or Software acquisitions must be signed off on by the IT Director and the Town Manager PRIOR to submission to the Town's Accounting Office.

No IT Hardware and/or Software acquisitions will be processed by the Town's Accounting Office until proper authorization from the IT Director and Town Manager.

Upon acquisition of any and all IT Hardware and/or Software, the IT Director is authorized to ensure the proper installation and use of said hardware and/or software.

Any and all IT Hardware and/or Software acquired by the Town of Ayer are the sole property of the Town of Ayer. Each respective Town user is required to use the IT Hardware and/or Software for Town purposes only and in accordance with the manufacturer's specifications and uses.

Enforcement

Any and all IT Hardware and/or Software acquired without adhering to this policy will be deemed invalid and will be sent back with all return fees; shipping fees; and/or restocking fees charged to the offending entity (Department; Board; Commission; Committee, etc.)

Disposal of all IT Hardware and/or Software

The disposal of any and all IT Hardware and/or Software shall follow M.G.L. Chapter 30B. Any disposals must be submitted in writing to the IT Director for review and authorization. The Town Manager (Procurement Officer) must also review and authorize the disposal of any and all IT Hardware and/or Software.

Disposal shall be done in a legal, responsible, secure, eco-friendly manner with any disposal costs/fees being charged to The Town disposing of the IT Hardware and/or Software.

Disposed IT Hardware and/or Software under no circumstances shall be given to any Town Employee and/or the Public.

Signatures

Board of Selectman

Meeting Approval Date _____

Scott A. Houde, Chairman

Janice L. Livingston, Vice - Chairman

Christopher Hillman, Clerk

Finance Committee

Meeting Approval Date _____

Patrick Diamond, Chairman

Mark Smith, Vice-Chairman

Greg Ketcham, Clerk

Terry Harvell

Matthew Selby

Town of Ayer Appointed Officials

Robert Pontbriand, Town Manager

Lisa Gabree, Town Accountant/Finance Manager

Barbara Tierney, Treasurer/Tax Collector

EXHIBIT A – ENTERPRISE POLICY

The purpose of this policy is to establish written guidelines and documentation as to how indirect costs are allocated to the various town-established enterprise funds.

Water/Sewer/Solid Waste Funds

Employee Benefits

- County Retirement – Estimate is based on the percent of total budgeted wages (exclusive of overtime) for each fund versus the total wages subject to retirement per the Treasurer/Tax Collector’s retirement reports times the budgeted annual county retirement assessment.
- Unemployment Compensation –Is self-funded. An amount will be budgeted annually based on prior year claims. This line item will be subject to a possible reserve fund transfer. FICA Medicare – Estimate is based on total budgeted wages, including overtime, for each fund times the FICA Medicare rate. (The rate is and has been 1.45%)
- Health Insurance – Estimate based on specific employee coverage for direct staff of enterprise fund. The employer share of each employee’s coverage is estimated using the known premium increase for the period 7/1 to 4/30. For 5/1 to 6/30 the premiums are estimated based on past actual percent increases. In addition, any HRA/FSA employer costs are prorated by employee and health insurance buyout costs are estimated based on actual costs related to the employee.
- Workers Compensation – Estimate is based on the premium breakout by fund divided by the total town premium (breakout provided by the insurance agent/provider) times the premium increase anticipated for the year.

Shared Employees

DPW Administrative Staff and Mechanic wages are allocated based on the number of departments within the public works. There have been five departments (Administrative, Highway, Water, Sewer and solid Waste). Therefore, the water, sewer and solid waste funds are each allocated 20% of the DPW administrative staff and the mechanic wages only.

Shared Expenses

DPW Fuel – The Fuel budget (net of estimates for usage of other town departments, such as Police, Fire, Parks) is also charged to each fund based on the number of departments in the public works; currently 20%.

Other Expenses

Property & Liability Insurance- allocated using same method as Workers Compensation.

Administrative Expenses

Since 2010 the Town has charged a portion of the Accountant's and Treasurer/Tax Collector's budgets to the water, sewer and solid waste enterprise funds. The amount allocated is based on the percent of operating expenses budgeted to each fund to the total operating costs of all funds (including other enterprise funds and the general fund).

Ambulance Fund

Shared Employees

The Ambulance Fund has no direct employees. Rather the operations of the Ambulance Fund are a function of the Fire Department. The Fire Department staff is therefore considered "shared employees". The full-time firefighters generally respond to medical calls; the Chief and his part-time secretary are responsible for the administration of the Ambulance Fund. The Fire Chief estimates the percent of time spent by him and his staff on Ambulance related matters. Firefighters work 24 hour shifts and the Chief estimates approximately 6 hours of each 24 hour shift, or 25% of firefighter pay relates to the Ambulance Fund. Likewise, the Chief estimates that he and the Fire Prevention Officer spend approximately 6 hours each during their 40 hour week, or 15% of their time on Ambulance related issues; and that his part-time secretary spends about 33% of her time on the same. The percentages are reviewed by the Chief on an annual basis and are applied to the total budgeted wages to estimate the amount allocated to the fund.

Shared Expenses

- Utilities and Building Maintenance – The Chief estimated that approximately 9% of the Fire Station square footage is related to the Ambulance Fund. Total amounts budgeted specifically for Fire Department heat, electricity and building maintenance are multiplied by 9% to estimate the amount charged to the Ambulance Fund
- Fuel – Fuel is estimated based on the actual gallons used in the prior year (recorded and provided by the Chief) times the average annual cost per gallon (from prior year's actual invoices).

Administrative Expenses

a share of the Accountant's and Treasurer/Tax Collector's cost is allocated to the Ambulance Fund in the same manner as for the water, sewer and solid waste enterprise funds as indicated above.

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



Broadcast and Recorded by APAC

Tuesday July 16, 2019
Open Session Meeting Minutes

BOS Present: Scott A. Houde, Chair; Jannice L. Livingston, Vice-Chair

BOS Absent: Christopher R. Hillman, Clerk

Also Present: Robert A. Pontbriand, Town Manager
Carly M. Antonellis, Assistant Town Manager

Call to Order: S. Houde called the meeting to order at 7:00 PM.

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

Announcements: None

Approval of Agenda:

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

S. Houde thanked all staff and volunteers for another successful Fourth of July celebration.

Public Input: None

Joint Appointment of Parks Commissioner by BOS and Parks Commission: BOS members were joined by Park Commissioners Sarah Gibbons and Kevin Williams. R. Pontbriand explained that the term duration will be until the spring 2020 election, at which time the successful appointee would be on the ballot. The joint board interviewed Mr. Jeff Testa and Mr. Jason Leone. Both applicants currently serve on subcommittees for the Parks Commission.

Motion: A motion was made by K. Williams and seconded by S. Gibbons to appoint Mr. Jeff Testa to the vacant Parks Commission seat until the spring election in April 2020. **Motion passed 4-0.** Parks Commission members left the table.

Change of Hours Request – The Vineyard, 63 Park Street: Jeff Gendron, owner of The Vineyard, 63 Park Street is looking to expand his Monday – Saturday hours from 10:00 AM – 9:00 PM to 9:00 AM to 10:00 PM. The request was reviewed by Chief Murray and there are no issues.

Motion: A motion was made by J. Livingston and seconded by S. Houde to approve the request from Jeff Gendron to change the Vineyard’s Monday – Saturday hours to 9:00 AM – 10:00 PM. **Motion passed 2-0.**

Proposed DRAFT Community Host Agreement – Pharmaseed, Inc.: Mr. Justin Smith and Mr. Dave Giannetta of Pharmaseed, Inc. were in attendance to discuss a proposed Community Host Agreement relating to a proposed recreational marijuana cultivation and processing/manufacturing business to be located at 4 New England Way. Mr. Smith and Mr. Giannetta gave a brief overview of the location. They stated that they have license agreements with 5 other retail locations outside of Ayer to sell the product. Their mission includes hiring Ayer residents, which will also require a community service aspect paid for by Pharmaseed, Inc. Pharmaseed is looking to invest over \$3 million dollars into the current structure and utilize approximately 20,000 square feet of growing space. The proposed agreement includes a payment of one percent (1%) of the gross wholesale sales to the Town of Ayer, which they are estimating to be about \$360,000 annually. BOS members were comfortable with the proposed HCA. C. Antonellis recommended sending the document to

Town Counsel for review. BOS members and Pharmaseed, Inc. representatives agreed and that the item would be placed on the August BOS agenda.

Mark Wetzel, DPW Superintendent: *Execution of Contract for Grove Pond Water Treatment Plant PFAS Treatment Facilities Project* – M. Wetzel explained that general bids for the Grove Pond Water Treatment Plant PFAS Treatment Facilities Project were opened on June 5, 2019; there were two (2) bids of \$3,139,889.00 and \$3,337,677.00. The low bidder is Winston Builders Corporation of Westboro, MA. He is recommending executing the contract with Winston Builders Corporation for the total base bid of \$3,139,889.00.

Motion: A motion was made by J. Livingston and seconded by S. Houde to execute a contract between the Town of Ayer and Winston Builders Corporation, Westboro in the amount of \$3,139,889.00, with signature by the Chair. **Motion passed 2-0.**

Execution of Contract for 2019 Water System Hydrant Replacement – M. Wetzel explained that General bids for the Water System Hydrant Replacement Project were opened on June 25, 2019; there were nine (9) bids ranging from \$60,500.00 to \$103,033.00 for the total base bid. The low bidder is Cedrone Corporation of North Billerica, MA. He is recommending approving the contract with Cedrone Corporation, North Billerica for the total base bid of \$60,500.00.

Motion: A motion was made by S. Houde and seconded by J. Livingston to execute a contract between the Town of Ayer and Cedrone Corporation in the amount of \$60,500. **Motion passed 2-0.**

Execution of Contract for Grove Pond Water Treatment Plant Filter Media Replacement – M. Wetzel informed the BOS that General bids for the Water System Hydrant Replacement Project were opened on June 20, 2019; there were 5 bids ranging from \$273,000.00 to \$427,677.00 for the total base bid. The low bidder is Winston Builders Corporation of Westboro, MA at \$273,000.

Motion: A motion was made by J. Livingston and seconded by S. Houde to execute a contract between the Town of Ayer and Winston Builders Corporation, Westboro in the amount of \$273,000.00, with signature by the Chair. **Motion passed 2-0.**

2019 Paving and Road Treatment Contract – M. Wetzel stated that Bids for 2019 through 2021 Road Paving and Treatment were opened on May 3, 2019. This is for Chapter 90 projects and includes paving and sealing of roads. The contract is awarded for one year with the option of extending the contract for two additional years. The Town received 5 bids and PJ Albert Inc. of Fitchburg, MA is the low bidder. He is recommending executing the contract with PJ Albert Inc.

Motion: A motion was made by J. Livingston and seconded by S. Houde to execute a contract between the Town of Ayer and PJ Albert, Inc. in the amount of \$383,089.41 with signature by the Chair. **Motion passed 2-0.**

General DPW Update – M. Wetzel and Town Engineer Dan Van Schalkwyk gave brief updates on various DPW initiatives and projects.

S. Houde asked M. Wetzel about underground power lines on Park Street because C. Hillman has requested a discussion on it. M. Wetzel said that though that is ideal, it is very costly and when the connections are made to individual home services, all individual services have to be up to code or they are unable to connect to the underground infrastructure.

Alan Manoian, Director, Community & Economic Development: *Welcome to Ayer Sign* – A. Manoian gave the BOS an update on the “Welcome to Ayer Sign” which is being erected as part of the Host Community Agreement with Central Ave. Compassionate Care/Late Spring, Inc. The sign is being designed and installed by Swenson Granite Company. BOS members agreed that the front of the sign will say “Welcome to Ayer” and “Est. 1871”. The back of the sign will be the Town’s seal accompanied by language included in the Community Host Agreement relative to the legalization of cannabis.

Town Manager’s Report: *Administrative Update/Review of Warrant(s)*- R. Pontbriand provided an administrative update of the various activities, initiatives, and projects of the Administration for the period of time since the BOS last met. He also

referenced the Meeting Packet for a list of Payroll and Accounts Payable Warrants that have been signed since the last meeting.

Appointments – Cultural Council – R. Pontbriand is requesting that the BOS appoint Ms. Claudia Abbes and Ms. Sarah Callahan to the Ayer Cultural Council to two unexpired terms, expiring on June 30, 2021.

Motion: A motion was made by J. Livingston and seconded by S. Houde to appoint Ms. Claudia Abbes and Ms. Sarah Callahan to the Ayer Cultural Council to two unexpired terms, expiring on June 30, 2021. **Motion passed 2-0.**

Rate Review Committee – Based on feedback from the past BOS Meeting, R. Pontbriand is recommending that the BOS take a formal vote to change the length of term for the Rate Review Committee Resident and Business Community appointments from a 1 year term to a 3 year term.

Motion: A motion was made by S. Houde and seconded by J. Livingston to change the resident and business community terms from 1 year to 3 years. **Motion passed 2-0.**

Motion: A motion was made by S. Houde and seconded by J. Livingston to reappoint Ms. Mary Spinner and Mr. Richard Skoczylas to a three year term on the Rate Review Committee, both terms to expire June 30, 2022. **Motion passed 2-0.**

Authorization to Execute Town Hall Chiller Contract – R. Pontbriand reported that the Town received 6 bids for the Town Hall Chiller Replacement; the low bidder was Ambient Temperature Corp. (ATCO) from Newburyport, MA at \$94,000. R. Pontbriand is requesting that BOS vote to award the contract for the replacement of the Town Hall chiller to ATCO of Newburyport and is recommending that the BOS vote to authorize the Town Manager to sign the contract contingent upon legal review by Town Counsel.

Motion: A motion was made by J. Livingston and seconded by S. Houde to approve the contract with signature by the BOS in the amount of \$94,000 to Ambient Temperature Corp. for the Replacement of the Town Hall Chiller and to authorize the Town Manager to sign the contract on behalf of the BOS. **Motion passed 2-0.**

August BOS Meeting Date – BOS members agreed to hold the August BOS meeting on Tuesday August 13th at 7:00 PM.

New Business/Selectmen’s Questions: *Elementary School Update (Selectman Houde)* – S. Houde stated that he and R. Pontbriand were scheduled to discuss the elementary school with the Finance Committee last month but there was no quorum. He will keep the BOS updated once they are able to meet.

Building Department Permit Fees (Selectman Hillman) – R. Pontbriand stated that Building Commissioner Charlie Shultz will be undertaking a review of all building department fees as one of his yearly goals.

Approval of Meeting Minutes:

Motion: A motion was made by J. Livingston and seconded by S. Houde to approve the meeting minutes from June 18, 2019. **Motion passed 2-0.**

Executive Session Pursuant to MGL Chapter 30A, Sec. 21A: At 8:20 PM a motion was made by J. Livingston and seconded by S. Houde to enter into Executive Session pursuant to MGL Chapter 30A, Sec. 21A Exemption #3 (Litigation Strategy) *Fire Foam 820 Litigation (PFAS/PFOA)* and Exemption #3 (Litigation Strategy) *Lahiff v. Town of Ayer* and to adjourn at the conclusion of the Executive Session. J. Livingston stated further that to discuss these matters in an Open Session would be detrimental to the Town’s negotiating strategy. **By Roll Call Vote:** S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 2-0.**

Minutes Recorded and Submitted by Carly M. Antonellis, Assistant Town Manager

Date Minutes Approved by BOS: _____

Signature Indicating Approval: _____