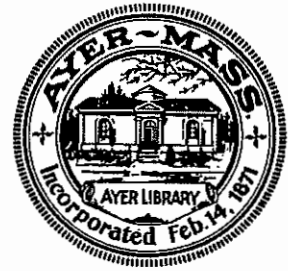


RECEIVED  
TOWN CLERK  
TOWN OF AYER

2017 JUN -2 AM 11:24

ly

Town of Ayer  
Board of Selectmen  
Ayer Town Hall – 1<sup>st</sup> Floor Meeting Room  
Ayer, MA 01432



Tuesday June 6, 2017  
Open Session Meeting Agenda

7:00 PM

Call to Order

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

Recognition of ASRHS Destination Imagination Team

7:05 PM\*

Public Input

7:10 PM

Public Hearing – Application for Amended License – Storage of Flammable and Combustible Liquids (MGL c.148 § 13)

1. Groton Ayer Realty Trust, 95 Fitchburg Road

7:20 PM

Mr. Mark Wetzel, DPW Superintendent

1. Inflow Infiltration Professional Services Agreement

7:25 PM

Mr. Alan Manoian, Dir. of Comm. and Ec. Development

1. Former Historic Fire Station EDF Grant Application
2. FY'18 Economic Development Budget – UDAG Appropriation

7:35 PM

Town Administrator's Report

1. Administrative Update
2. Appointments/Reappointments
3. BOS Summer Meeting Schedule

7:45 PM

New Business/Selectmen's Questions

7:50 PM

Approval of Meeting Minutes

May 16, 2017

Executive Session Pursuant to G.L. c. 30A, sec. 21(a)

1. Exemption #2 (Non-Union Contract Negotiations) Town Engineer and Benefits & Payroll Manager
2. Exemption #6 (Consideration of the Purchase of Real Estate) 3-5 Park Street

**\*\*Adjournment**

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

*\*\* The Board of Selectmen will adjourn at the conclusion of the Executive Session*

## Carly Antonellis

---

**From:** Carly Antonellis  
**Sent:** Monday, April 10, 2017 8:57 AM  
**To:** Susan Copeland  
**Cc:** Amy Messcher [REDACTED] Robert Pontbriand  
**Subject:** RE: ASRHS Destination Imagination Team

Susan,

Thanks for sending this information along! I would think the 1<sup>st</sup> meeting in June could be a possibility, which will be June 6, 2017 at 7:00 PM. I'll be in contact with either you or Amy in the middle/end of May to coordinate.

*Carly*

Carly M. Antonellis  
Assistant to the Town Administrator  
Town of Ayer  
Ayer Town Hall, 1 Main Street  
Ayer, MA 01432  
978-772-8220

---

**From:** Susan Copeland [<mailto:scopeland@ayer.ma.us>]  
**Sent:** Friday, April 07, 2017 3:48 PM  
**To:** Carly Antonellis  
**Cc:** Amy Messcher [REDACTED]  
**Subject:** ASRHS Destination Imagination Team

Hello,

The ASRHS Destination Imagination Team has had another successful year! The team placed 1<sup>st</sup> and won a Renaissance Award at Regionals before moving onto States to claim 1<sup>st</sup> and won a Davinci Award. The team is now off to the Global Competition (again) May 23-28<sup>th</sup>.....for more accolades I'm sure. This is a small group of talented and gifted students with most graduating this year.

Would it be possible to have them at a BOS Meeting (likely after town meeting) to recognize these students?

I have copied the coach, Amy Messcher, if you need additional information.

Thank you,  
Susan

*Susan E. Copeland*

Town Clerk, Tax Collector, Treasurer,  
Notary Public, and Justice of the Peace  
1 Main Street  
Ayer, MA 01432  
(978)772-8215  
(978)772-8209  
(978)772-8216  
(978)772-8222 fax

**Notification to Abutters**

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

The Ayer Board of Selectmen will be conducting a Public Hearing on Tuesday June 6, 2017 at 7:10 PM at the Ayer Town Hall, 1<sup>st</sup> Floor Meeting Room, 1 Main Street, Ayer, MA 01432 regarding an application by Groton Ayer Realty Trust, 95 Fitchburg Road Ayer, MA 01432 seeking an amended license for the storage of up to 44,000 gallons of methanol (above ground) pursuant to M.G.L. 148 sec. 13.

<b>Name of Applicant:</b>	Groton Ayer Realty Trust, 95 Fitchburg
<b>Date of Public Hearing:</b>	Tuesday June 6, 2017
<b>Time of Public Hearing:</b>	7:10 PM
<b>Location of Public Hearing:</b>	1 <sup>st</sup> 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 8:00 AM – 4:00 PM; Tuesdays 8:00 AM – 7:00 PM and Fridays 8:00 AM – 1:00 PM.



FP-002  
(Rev. 1.1.2015)

The Commonwealth of Massachusetts  
City/Town of Ayer

### License

Massachusetts General Law, Chapter 148 §13

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 Road, Ayer MA 01432 Map 11/Parcel 1 Map 11/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

GIS Coordinates	
LAT	<b>COPY</b>
LONG.	
License Number	

#### 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	CONTAINER UST, AST, IBC, drums
Methanol	1B	44,000 gallons		AST

#### 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:**

---

---

---

---

---

---

---

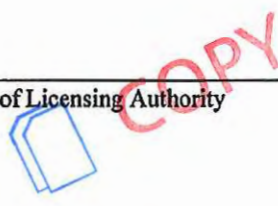
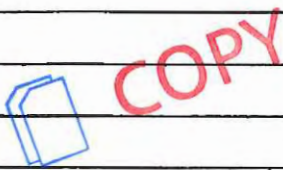
---

---

---

---

---



---

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.**


## DEPARTMENT OF PUBLIC WORKS

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



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

### MEMORANDUM

Date: June 1, 2017  
To: Board of Selectmen  
From: Mark Wetzel, P.E.   
Subject: **June 6 Meeting Agenda Items**

1. **Inflow Infiltration Professional Services Agreement** – The DPW has been working on an inflow and infiltration (I/I) investigation and removal plan for the past two springs. This will allow us to begin repairing pipes and manholes to prevent rain run-off and groundwater from entering the sewer collection system. This spring our engineers, Arcadis, installed flow meters at key locations in the sewer system and are analyzing the data. Preliminary results indicate that in some parts of Town, between 80 and 90 percent of flow is from I/I. The next phase of the work is to do additional metering, video inspections of sewer lines and inspections of manholes.

As you know, the IMA with Groton required them to pay \$300,000 towards I/I investigations and removal. In accordance with their grant, this must be spent before April 2018. Attached is a professional services agreement with Arcadis to perform this phase of the I/I investigation and recommendations. The agreement is for \$300,000 for signature by the Chairman.

## Ayer MA, 2017 Metered Sub-areas Infiltration Calculations

	Priority Ranking Highest <span style="float: right;">→</span> Lowest						
Heading	Sub-Area 5	Sub-Area 9	Sub-Area 1	Sub-Area 7	Sub-Area 8	Sub-Area 4	Sub-Area 11
Average Daily Flow (gpd)	1,079,796	188,182	22,636	59,267	150,013	36,240	23,190
Net Average Daily Flow (gpd)**	336,403	188,182	22,636	59,267	150,013	36,240	23,190
Peak Daily Flow (gpd)	1,530,563	459,948	37,250	128,927	289,688	84,290	36,656
Peak Hourly Flow (gpd)	1,896,000	503,750	27,750	164,500	241,500	46,750	77,500
PHF Peaking Factor	1.76	2.68	1.23	2.78	1.61	1.29	3.34
Average Infiltration (gpd)	796,684	162,413	19,275	44,898	100,017	19,543	9,315
Net Avg. Infiltration (gpd)**	305,140	162,413	19,275	44,898	100,017	19,543	9,315
Percent Infiltration Flow*	91%	86%	85%	76%	67%	54%	40%

\*Percent flow is the percentage of the net flow that is from the Net Avg. Infiltration

\*\*Net values are the Averages values of an area, with subtracted values from contributing areas

This is an **Agreement** effective as of \_\_\_\_\_ [“**Effective Date**”] between Town of Ayer, MA [“**Client**”], a \_\_\_\_\_ municipal corporation, having its principal place of business at 25 Brook Street

Ayer, Massachusetts 01432, and ARCADIS U.S., Inc., [“**ARCADIS**”] a corporation chartered under the laws of the State of Delaware, having its principal place of business at 630 Plaza Drive, Highlands Ranch, Colorado 80129 and an office at 500 Edgewater Drive, Suite 511 Wakefield MA 01880.

The Client intends to perform Infiltration/Inflow (I/I) Analysis – Phase 2 Investigations [“**Project**”].

Client engages ARCADIS to provide professional engineering services in support of its Project [“**Services**”].

The location of the Project is Town of Ayer [“**Site**”], Massachusetts [“**State**”].

ARCADIS’s Services for the Project are described generally as follows: Phase 1B I/I analysis for the Town’s sewer system.

In consideration of the mutual promises herein, Client and ARCADIS agree that the terms and conditions of this Agreement are the following:

## 1 BASIC SERVICES

- 1.1 **Scope.** ARCADIS shall provide the Basic Services described in Schedule A. ARCADIS's obligations under this Agreement are solely for the benefit of Client and no other party is intended to benefit or have rights hereunder.
- 1.2 **Standard of Care.** ARCADIS shall perform the Services under this Agreement at the level customary for competent and prudent engineers performing such services at the time and place where the Services are provided [“**Standard of Care**”]. These Services will be provided by licensed engineers and other professionals and individuals skilled in other technical disciplines, as appropriate.
- 1.3 **Instruments of Service.** ARCADIS is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all instruments of its Services including designs, drawings, specifications, reports [“**Service Instruments**”] and other services provided under this Agreement.
- 1.4 **Indemnification.** ARCADIS agrees to indemnify and hold Client harmless from all losses and damages resulting from ARCADIS's failure to meet the Standard of Care.
- 1.5 **Subcontractors.** Any subcontractors and outside associates or consultants to be engaged by ARCADIS under this Agreement are limited to those identified in Schedules A and B, or as Client specifically approves during the performance of this Agreement.

## 2 ADDITIONAL SERVICES

- 2.1 **Scope.** ARCADIS will provide the **Additional Services** described in Schedule B when authorized in writing by Client.

## 3 SECTION 3 -- CLIENT'S RESPONSIBILITIES

Unless stated otherwise in Section 8, Client shall do the following in a timely manner:

- 3.1 **Client's Representative.** Designate a representative having authority to give instructions, receive information, define Client's policies, and make decisions with respect to the Services.
- 3.2 **Services Criteria.** Provide all criteria and information as to Client's requirements for the Services, including objectives, concepts, constraints, and performance requirements, and any budgetary limitations.
- 3.3 **Data.** Give ARCADIS all available information, including previous reports and any other data in the possession of Client relative to the Services. These data may include (1) data prepared by others, including borings, subsurface explorations, hydrographic surveys, and laboratory tests and inspections of samples, materials and equipment, (2) appropriate professional interpretations of such data, (3) environmental assessments and impact statements, (4) property, boundary, easement, right-of-way, topographic and utility surveys, (5) property descriptions, zoning, deed and other land use restrictions, and (6) other necessary special data or consultations. ARCADIS may rely on the accuracy and completeness of the supplied data.



- 3.4 **Access.** Arrange for ARCADIS to enter upon public and private property as necessary.
- 3.5 **Review.** Examine the Service Instruments and obtain the advice of attorneys, insurance counselors or other consultants as Client thinks appropriate. Render written decisions concerning the Service Instruments within a reasonable time. Client expressly acknowledges and agrees that the Services provided do not and shall not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) the practice of law or other legal services, nor any form of insurance advisory services.
- 3.6 **Expert Advice.** Provide legal, accounting, insurance or other necessary advisory services for the Services. Client expressly acknowledges and agrees that the Services provided do not and shall not include the practice of law or other legal services, nor any form of professional accounting or insurance advisory services.
- 3.7 **Permits.** Furnish approvals and permits from governmental authorities or other entities having jurisdiction over the Services and approvals from others as may be necessary for the timely completion of the Services.
- 3.8 **Services Developments.** Give prompt written notice to ARCADIS whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of ARCADIS's services.

#### 4 PERIODS OF SERVICE

- 4.1 **Time of Performance.** Sections 4 and 5 anticipate the orderly and continuous progress of the Services. The time of performance contemplated is the period which should reasonably be required for the completion of the Services.
- 4.2 **Delays.** If Schedule A specifies periods of time for performance of services or specific dates by which services are to be completed and if such periods or dates are exceeded through no fault of ARCADIS, the compensation specified under Section 5 shall be subject to equitable adjustment.
- 4.3 **Start of Performance.** ARCADIS will start the Basic Services upon authorization by Client. Unless otherwise stated in this Agreement, signing of this Agreement by both Client and Pirnie will constitute such authorization. If Client elects to authorize ARCADIS to proceed before signing this Agreement, ARCADIS shall be paid as if the services had been performed after both parties signed the Agreement.
- 4.4 **Completion of Performance.** For the purposes of final payment under Section 5, completion of ARCADIS's services will occur upon delivery of the final report as specified in Schedule A or B, as appropriate.
- 4.5 **Force Majeure.** If a force, event, or circumstance beyond ARCADIS's control interrupts or delays ARCADIS's performance, the time of performance of the Basic or Additional Services shall be equitably adjusted.

#### 5 COMPENSATION

- 5.1 **Basic Services.** Client shall pay ARCADIS the Amount stated in invoices issued in accordance with Schedule C [Pricing Schedule] for actual work performed and Reimbursable Expenses incurred during the period covered by the invoice. Invoices are due and payable within 30 days after receipt by Client. Client's payments shall be in the form and shall be sent to the ARCADIS address as described in the invoices.
- 5.2 **Additional Services.** Client shall pay ARCADIS for Additional Services actually performed pursuant to Client's authorization and invoiced in accordance with the Pricing Schedule.
- 5.3 **Litigation Services.** If Client requires ARCADIS' services either as a witness in, or support of, litigation or other dispute resolution procedures between Client and a third party, ARCADIS will provide such services in accordance with a Pricing Schedule for litigation services. In addition Client will promptly reimburse ARCADIS for its reasonable fees and expenses (including without limitation attorney's fees and other legal costs incurred by ARCADIS in response to a subpoena, or request for the production of documents, for any appearance at a deposition, trial or other legal proceeding) – provided ARCADIS is not a named party to such legal proceeding.
- 5.4 **Delay or Termination.**
- 5.4.1 If Client delays the performance of, or payment for, services under this Agreement for more than 3 months for a reason(s) other than ARCADIS's fault, ARCADIS may suspend performance until it receives payment in full for services rendered and expenses incurred to the date of suspension.

- 5.4.2 If Client terminates this Agreement prior to completion of the Basic Services, ARCADIS shall be paid in full for services rendered and expenses incurred to the date of termination, including reasonable demobilization and termination expenses.
- 5.5 **Disputed Amounts.** Notwithstanding the provisions of Section 7, if Client disputes an item(s) or amount(s) contained in an invoice, Client agrees to pay the balance of the undisputed invoiced amounts to ARCADIS in accordance with Schedule C.
- 5.6 **Collection.** Any reasonable attorneys' fees or other reasonable costs incurred by ARCADIS in collection of delinquent amounts shall be paid by Client.

## 6 OPINIONS OF CONSTRUCTION COST

- 6.1 **Construction Cost.** If the Service Instruments includes an estimate of the cost of constructing a facility [**Construction Cost**], that cost includes the total cost to Client of those portions of the Project described in the Service Instruments. Construction Cost will not include ARCADIS's compensation and expenses, the cost of land, rights of way, or compensation for properties. Construction Cost will also not include Client's legal, accounting, or insurance counseling services, or interest and financing charges incurred in connection with the Project, or the cost of services to be provided by others under paragraph 3.6 unless otherwise specified in Schedule A.
- 6.2 **Opinions of Cost.** ARCADIS's opinion of probable Construction Cost is made on the basis of ARCADIS's experience and qualifications and represents ARCADIS's judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. ARCADIS does not guarantee that proposals, bids or actual Project cost will not vary from ARCADIS's opinions of probable Construction Cost.

## 7 GENERAL CONSIDERATIONS

- 7.1 **Changes.** By written notice at any time, Client may change the Basic Services, provided such changes are within the general scope of the services contemplated by this Agreement. In such event, an equitable adjustment both in the compensation for and time of performance of the Agreement shall be made in writing prior to ARCADIS's performing the changed services.
- 7.2 **Confidentiality.** ARCADIS will hold secret and confidential all information designated by Client as confidential [**Confidential Information**]. ARCADIS will not reveal Confidential Information to a third party unless:
- 7.2.1 Client consents in writing;
  - 7.2.2 the information is or becomes part of the public domain;
  - 7.2.3 ARCADIS lawfully possessed the information before receipt from Client;
  - 7.2.4 applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or
  - 7.2.5 failure to disclose the information would pose an imminent and substantial threat to human health or the environment.
- 7.3 **Professional Service.** The Service Instruments furnished under this Agreement are the tangible results of ARCADIS's professional services for the Services and ARCADIS shall have the right to use or reuse and retain the copyright of the Service Instruments for its purposes and at its sole risk, without liability to Client
- 7.3.1 **Reuse.** ARCADIS does not represent the Service Instruments to be suitable for reuse by Client or others for extensions of the Services or on any other project. Any reuse without written verification or adaptation by ARCADIS for the specific purpose intended is at Client's sole risk, without liability to ARCADIS. Any such verification or adaptation will entitle ARCADIS to compensation at rates to be agreed on by Client and ARCADIS.
- 7.3.2 **CADD.** ARCADIS may provide information related to the Service Instruments in computer-assisted design and drafting format [**CADD**] to Client. CADD is derived in part from computer software for which ARCADIS is licensed. These licenses are not transferable. Any unlicensed reuse of CADD may subject the user to liabilities to the software licensor.
- 7.3.3 **Electronic Media.** Either party to this Agreement may rely on the data or information set forth on paper (also known as "hard copies") that the party receives from the sending party by mail, hand delivery, or facsimile as items the sending party intended to send. Data or information sent in electronic media format by one party to the other party are furnished only for the convenience of the receiving party and shall not be relied upon by the receiving party. If there is a discrepancy between the data received in electronic media format and the hard copies, the hard copies govern. Any conclusion or information obtained or derived from the data in electronic media format shall be at the user's sole risk. When transferring documents in electronic media format, the sending party makes no representations as to the long term compatibility, usability, or readability of such documents resulting from the use of software, application packages, operating systems or computer hardware differing from those used by the document's creator.
- 7.4 **Insurance.** ARCADIS will maintain insurance against the following risks during the term of the Agreement:

- 7.4.1 workers compensation in statutory amounts and employer's liability for ARCADIS's employees' Services-related injuries or disease;
- 7.4.2 general liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from ARCADIS's performance under this Agreement; and
- 7.4.3 Professional liability in the amount of \$1,000,000 for legal obligations arising out of ARCADIS's failure to meet the Standard of Care.
- 7.5 **Interpretation.** This Agreement shall be interpreted in accordance with the laws of the State.
- 7.6 **Successors.** This Agreement is binding on the successors and assigns of Client and ARCADIS. The Agreement may not be assigned in whole or in part to any third parties without the written consent of both Client and ARCADIS.
- 7.7 **Independent Contractor.** ARCADIS represents that it is an independent contractor and is not an employee of Client.
- 7.8 **Disputes.** If any dispute arises out of or relates to this Agreement, or the breach thereof, then in the first instance, representatives of both parties shall endeavor in good faith to negotiate a settlement of the dispute. If such dispute cannot be settled through direct discussions by such representatives of the parties, then higher level representatives of both parties shall endeavor in good faith to negotiate a settlement of such dispute. If such dispute cannot be settled through direct discussion by such higher level representatives of the parties, then the parties agree to submit the matter to mediation before having recourse to a judicial forum. No written or oral representation made during the course of any settlement negotiations or mediation shall be deemed a party admission.
- 7.9 **Notices.** Written notices may be delivered in person or by certified mail, by facsimile, or by courier. Such notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party at the address given on the cover page of this Agreement. An address may only be changed by written notice.
- 7.10 **Applicable Law.** ARCADIS and Client shall comply with all applicable federal, state and local laws, regulations or orders issued under such laws prohibiting any form of kickback, bribery or corrupt practices as defined in the Anti-Kickback Act of 1986, the Foreign Corrupt Practices Act and all other applicable federal, state, local laws, regulations or orders issued under such laws regarding kickbacks, bribery or corrupt practices. If applicable to this Agreement, ARCADIS will comply with the requirements of:
- 7.10.1 the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended,
- 7.10.2 Utilization of Small and Disadvantaged Business Concerns (Public Law 95-507), and
- 7.10.3 all other federal, state and local laws and regulations or orders issued under such laws.
- 7.11 **Entire Agreement.** This Agreement, including any schedules, attachments and referenced documents, is the entire agreement between Client and the ARCADIS. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by Client and ARCADIS.
- 7.12 **Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.
- 7.13 **Effective Date.** Unless stated otherwise in Schedule A, this Agreement is effective on the date shown on the cover page.
- 8 SPECIAL PROVISIONS, EXHIBITS and SCHEDULES**
- 8.1 **Special Provisions.** This Agreement is subject to the following special provisions: None
- 8.2 **Schedules.** The following Schedules are attached to and made a part of this Agreement:
- 8.2.1 **Schedule A "Scope of Basic Engineering Services and Related Matters"**
- 8.2.2 **Schedule B "Additional or Optional Engineering Services"**
- 8.2.3 **Schedule C "Pricing Schedule"**

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

Water/Wastewater Study Phase Services

Between Town of Ayer, Massachusetts and ARCADIS U.S., Inc.

Project Number: 26082004.0000

Execution Authority. This Agreement is a valid and authorized undertaking of Client and ARCADIS. The representatives of Client and ARCADIS who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

CLIENT


ARCADIS U.S., INC.

Date \_\_\_\_\_

Date May 31, 2017

BOARD OF SELECTMEN

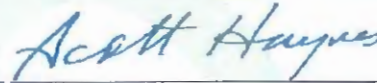
By \_\_\_\_\_  
Christopher Hillman

By   
Jennifer Kelly Lachmayr, PE, BCEE

Title Chairman

Title Principal-In-Charge

Witness \_\_\_\_\_

Witness 

Address for Giving Notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for Giving Notices:  
ARCADIS U.S., Inc.  
44 South Broadway, 9<sup>th</sup> Floor  
White Plains, New York, 10601  
Attn: Legal Department

**Schedule A**  
**Scope of Basic Engineering Services and Related Matters**

A.1 The scope of basic services consists of the following Scope of Services:

**Scope of Services**

Phase 2 Investigations for the Town of Ayer I/I Analysis Program consists of five (5) related engineering tasks:

1. Development of recommendations for follow-on investigations of the Phase 1B flow metering conducted in the Spring of 2017. Phase 1B recommendations will be incorporated into the I/I Analysis Report.
2. Cleaning and closed circuit television (CCTV) inspection and condition assessment for up to 72,500 LF of sanitary sewer pipelines.
3. Manhole inspections and condition assessments for up to 250 manholes.
4. Sanitary sewer system flow isolations and smoke testing, as warranted, after completion of Task 1 analyses. The quantities of these investigations will be determined and will affect the quantities of CCTV and manhole investigations completed under Tasks 2 and 3.
5. Sewer system condition assessment and rehabilitation recommendations and "I/I Analysis" Letter Report.

The specific work to be done under each of these tasks is discussed below.

**Task 1 – Development of Recommendations from Phase 1B Flow Metering Results**

This task consists of:

1. Analysis of flow metering and rain and groundwater gauge data to quantify infiltration and inflow;
2. Correlation of groundwater and rain data to flow data; and
3. Categorization and ranking of infiltration and inflow areas and development of Phase 2 investigations.

This Task includes review and assessment of all data and information collected during the Spring 2017 metering program in Sub-areas 1, 4, 5, 6, 8, 9 and 11; development of Phase 2 investigation recommendations (prioritized CCTV and manhole inspections); a summary of next steps required to pinpoint and remove sources of I/I; and development of a Summary Letter Report.

Flow metering data will be evaluated to estimate average and peak infiltration and inflow rates and average daily flows rates emanating from the two subareas. Data will be correlated to groundwater elevations and rainfall to determine their influence on flows and to estimate infiltration and inflow. The metering data will be summarized, infiltration and inflow areas will be categorized and ranked, and follow-on investigations will be recommended for Phase 2 of I/I Analysis Program.

**Task 2 – Cleaning and CCTV Inspection and Condition Assessment**

Arcadis and its subcontractors will conduct cleaning and closed circuit television (CCTV) inspection and condition assessment for up to 72,500 liner feet (LF) of sanitary sewer pipelines within Sub-areas 2, 3, and 10. Arcadis' engineering staff will review all CCTV videos and logs and assess the structural and operating condition of all sewer pipelines. Infiltration and inflow (I/I) will be estimated and rehabilitation recommendations will be made and summarized as part of Task 4.

The CCTV inspection work will be accomplished with a combination jet vacuum truck and mobile television studio truck with two operators. All observations, pipe defects and I/I sources will be recorded in an electronic database with digital pictures and digital movie clips for each line segment. One digital video file on DVD or portable hard drive will be provided at the conclusion of the inspection work. Two hard copies of the reports will also be provided. The Access database containing the video inspection data will be compatible and readable with a pipe inspection software.

The Town of Ayer will provide for the following, as necessary:

- Access and rights of way to all openings. It is assumed that all manholes will be located and accessible
- A nearby water supply (fire hydrants)
- Location for disposal of sewer cleaning debris and sediment
- Police Details for traffic control

Deliverables for the CCTV inspections will include an inspection database in Pipeline Assessment and Certification Program (PACP) format and inspection video files in .mpg format.

**Task 3 – Manhole Inspection and Condition Assessment**

Extensive internal manhole inspections will be performed at all manholes in Sub-areas 2 and 3 (up to 250 manholes). These Sub-areas were recommended for manhole inspections in previous studies conducted by the Town of Ayer, and the Phase 1A flow metering data supports this recommendation. The manhole inspections will utilize the Town's standard Manhole Inspection Form (linked to the Town's GIS) and will document the following information:

- Manhole identification by number;
- Manhole cover type, number of holes in cover, whether cover is subject to ponding;
- Condition of manhole frame and number of manhole grade adjustments;
- Cracks or breaks in the walls, shelf, or invert;
- Infiltration, at any place, estimated in gallons per minute (GPM);
- Integrity of joints between barrel sections;
- Construction materials and condition;
- Manhole depth;
- High water mark;
- Groundwater level at manhole, if monitored;
- Condition of the corbel

- Condition of steps; and
- Digital photographs of each manhole.

The influent and effluent sewer lines connected to the manhole will also be inspected by lamping during internal manhole inspections. The following information will be recorded:

- Length, size and type of pipe;
- Offsets or misalignment of any part;
- Protruding taps;
- Root intrusion;
- Visible infiltration/inflow sources estimated in gallons per minute (GPM);
- Type and depth of debris in pipe;
- Sluggish flow or wastewater backing up into manhole
- Condition of pipe or corrosion; and
- Digital photographs of each influent and effluent sewer.

The influent and effluent sewer lines connected to the manhole will be observed to document the relative direction of the sewer lines during surface manhole inspections. Pipe sizes and flow characteristics will be noted when possible.

Arcadis engineering staff will review all manhole inspection field information, assess the structural and operating condition of the manholes, and develop rehabilitation recommendations. All assessments and recommendations will be incorporated into the deliverable under Task 4.

#### **Task 4 – Flow Isolation and Smoke Testing**

Based on the review of data collected under Task 1, Arcadis will determine the need to prioritize flow isolation and smoke testing investigations in meter areas displaying excessive infiltration and/or inflow.

Where warranted, flow isolation will be completed for appropriate lengths and reaches of sewers in meter areas exhibiting excessive infiltration. Instantaneous flow measurements will be taken during over-night hours to better pinpoint sewer segments having excessive infiltration. Sewer segments and reaches exhibiting excessive infiltration during flow isolation will be prioritized for follow-on CCTV inspections to identify specific sources of infiltration.

Where warranted, smoke testing will be completed for appropriate lengths and reaches of sewers in meter areas exhibiting excessive inflow. Smoke testing will be completed by isolating reaches of sewers in high inflow areas, introducing smoke into the isolated portions of the system, and identifying locations from which emanates, such as catch basins, roof leaders, and driveway, foundation or area drains. Prior to conducting smoke testing, all appropriate parties will be notified, including home owners, business, the police and fire departments and the DPW. Arcadis or its subcontractor will deliver notices to all residents and businesses in the affected areas 72-hours and again 24-hours in advance of conducting smoke testing. Where smoke testing identifies suspect inflow sources, follow-on investigations, such as dye testing or dye flooding, may be recommended.

The quantities of the flow isolation and smoke testing will be determined during Task 1 and will affect the quantities of CCTV and manhole investigations completed under Tasks 2 and 3.

#### **Task 5 – Condition Assessment Summary, Rehabilitation Recommendations and Construction Cost Estimate**

Arcadis will analyze the manhole inspection and CCTV investigation data collected in Tasks 2 and 3 to isolate and identify sources of I/I in the system. All information will be collected, analyzed and rehabilitation recommendations will be summarized in a letter report. The condition assessment deliverable will include:

- A listing of all sources of I/I identified during the CCTV and manhole inspections;
- Recommendations for rehabilitating or replacing each deficient component of the sewer system contributing excessive I/I and a schedule for implementing the recommended rehabilitation/replacement measures, including engineering design and construction.

Manhole inspection field data will be evaluated and summarized. Individual log sheets of each manhole inspected will be prepared. The summaries of the manhole inspection will include all observed infiltration contributed to the sanitary sewer system, all defects and other abnormalities, and potential extraneous flow sources. Sewer line configurations will be verified and edits to the Town of Ayer's GIS will be summarized and submitted as part of the letter report.

All recommended rehabilitation items, including pipeline and manhole rehabilitation recommendations, will include an opinion of probable construction costs.

#### **Schedule**

CCTV, manhole inspections and flow isolation will be conducted in the Fall of 2017 to maximize the likelihood of identifying I/I. Smoke testing, where warranted, will be conducted in the summer of 2017, during a low groundwater period. We propose to begin work on this project upon receipt of a signed contract. Barring unforeseen delays, we anticipate completion of all tasks and deliverables within nine months of starting work.



**Schedule B**  
**Additional or Optional Engineering Services**

B.1 Scope of Additional or Optional Engineering Services

- a. In the event that Additional or Optional Engineering Services are identified and required under this Agreement at a later time, Client will provide ARCADIS written authorization to perform such Services

**Schedule C  
Pricing Schedule**

C.1 The Pricing Schedule consists of this page only.

**C.2 Terms of Payment**

C.2.1 Arcadis will complete the work described in Schedule A – Scope of Services for a lump sum fee of **\$300,000**, in general accordance with the following breakdown:

<b>Task</b>	<b>Task Descriptions</b>	<b>Fee</b>
1	Development of Phase 1B Recommendations	\$15,000
2	Cleaning and CCTV Investigations and Condition Assessment	\$218,000
3	Manhole Inspections and Condition Assessment	\$35,000
4	Flow Isolation and Smoke Testing	*
5	Condition Assessment Summary, Rehabilitation Recommendations and Construction Cost Estimate	\$32,000
	<b>Total:</b>	<b>\$300,000</b>

*\*The quantities of flow isolation and smoke testing investigations will be determined under Task 1 and will affect the final quantities of, and related costs for, CCTV and manhole investigations completed under Tasks 2 and 3.*

The above fee will not be exceeded without prior written consent from the Client.

We understand that Arcadis will invoice the Town of Ayer on a monthly basis and that invoices will be forwarded to, and paid directly by the Town of Groton.

C.3 **Invoices.** ARCADIS will submit invoices to Client for each month during which services were performed. Invoices may include carrying charges at 1.5% per month for delinquent payments outstanding over 30 days and applicable sales or value-added taxes.

# Town of Ayer

## Office of Community & Economic Development

Town Hall ♦ One Main Street ♦ Ayer, MA 01432 ♦ 978-772-8206 ♦ Fax: 978-772-8208



TO: Robert Pontbriand, Ayer Town Administrator

FR: Alan S. Manoian, Director of Community and Economic Development

RE: Fire Station Pre Application & Grant Application

Cc: Ayer Board of Selectmen

DT: June 1, 2017

---

The Ayer Office of Community & Economic Development (AOCED) respectfully requests the consideration and vote by the Ayer Board of Selectmen in favor of authorizing the AOCED to proceed with the submission of a Massachusetts Dept. of Housing & Community Development US-HUD CDBG EDF Grant Pre-Application and subsequent full CDBG EDF Grant Application in support of the proposed redevelopment of the Historic 1934 Ayer Central Fire Station. The current redevelopment plan proposes the complete restoration and preservation of the historic façade and architectural details, and the creation of seven (7) new residential dwelling units, four (4) of which to be designated for eligible low and moderate income (LMI) tenants.

Alan S. Manoian  
Town of Ayer  
Office of Community and Economic Development

**Town of Ayer**  
**Board of Selectmen**



Town Hall ♦ One Main Street ♦ Ayer, MA 01432  
978-772-8220 ♦ 978-772-3017 (fax) ♦ Town Administrator 978-772-8210

June 6, 2017

Mr. Mark Southard, Director  
Massachusetts Dept. of Housing & Community Development  
100 Cambridge St., Suite 300  
Boston, MA 02114

Dear Mr. Southard,

The Ayer Board of Selectmen communicate our collective support and authorization for submission by the Ayer Office of Community & Economic Development (AOCED) of a US-HUD CDBG EDF Grant Pre-Application, and if successful, for subsequent submission of a US-HUD CDBG EDF Grant Application to directly fund a portion of the proposed redevelopment of the Historic 1934 Ayer Central Fire Station located at 14 Washington St., Ayer, MA.

Thank you and Mass DHCD Team for your consistent professional guidance and consideration with The Town of Ayer's grant requests and project administration.

Sincerely,

Christopher R. Hillman, Chairman

Jannice L. Livingston, Vice Chair

Gary J. Luca, Clerk

RECEIVED  
JUN 01 2017

TOWN OF AYER  
SELECTMEN'S OFFICE



# Town of Ayer

## Office of Community & Economic Development

Town Hall ♦ One Main Street ♦ Ayer, MA 01432 ♦ 978-772-8206 ♦ Fax: 978-772-8208

TO: Robert Pontbriand, Ayer Town Administrator  
FR: Alan S. Manoian, Director of Community and Economic Development  
RE: Community & Economic Development FY18 Budget  
Cc: Ayer Board of Selectmen  
DT: June 1, 2017

---

We come before you today June 6<sup>th</sup> requesting your approval for the FY18 UDAG line item that completes the funding for the Office of Community and Economic Development.

1) \$44,465 from the Town's UDAG account for the FY18 OCED Budget\*

Thank you for your continued guidance and support of Ayer's Office of Economic Development.

Alan S. Manoian  
Town of Ayer  
Office of Community and Economic Development

\*Financial information provided by Ms. Gabree of Ayer Accounting Department

<b>FY18 Planning and Development Consolidated B</b>			Omnibus	UDAG	IDFA	FY17 TOT.
Account	Fund	Description	FY18	FY18	FY18	DEPT.
		Director (40 hours)	\$ 34,692	\$ 26,020	\$ 8,673	\$ 69,385
		Dept. Assistant (8 hours)	\$ -	\$ 6,527	\$ 2,176	\$ 8,703
		Purchase of Services		\$ 3,500	\$ 3,406	\$ 6,906
		Postage	\$ 200	\$ 300		\$ 500
		Purchase of Supplies	\$ 250	\$ 2,500	\$ 2,000	\$ 4,750
		Other Charges and Expense	\$ -	\$ 2,618	\$ 2,000	\$ 4,618
		Dues and Memberships	\$ -	\$ -	\$ -	\$ -
		Fringe Benefits	\$ -	\$ 3,000	\$ 1,000	\$ 4,000
<b>Totals:</b>			<b>\$ 35,142</b>	<b>\$ 44,465</b>	<b>\$ 19,255</b>	<b>\$ 98,862</b>

**FY18 Omnibus Budget - Planning and Development**

01188	51000	Director	\$ 34,692		
01188	51100	Dept. Assistant	\$ -		
01188	52000	Purchase of Services			
01188	53400	Postage	\$ 200		
01188	54000	Purchase of Supplies	\$ 250		
01188	57000	Other Charges and Expense	\$ -		
01188	57300	Dues and Memberships	\$ -		
<b>Totals:</b>			<b>\$ 35,142</b>	<b>\$ -</b>	<b>\$ -</b>

**FY18 UDAG Budget - Economic Development**

30952	51000	Director		\$ 26,020	
30952	51100	Dept. Assistant		\$ 6,527	
30952	52000	Purchase of Services		\$ 3,500	
30952	53400	Postage		\$ 300	
30952	54000	Purchase of Supplies		\$ 2,500	
30952	57000	Other Charges and Expense		\$ 2,618	
30952	57450	Fringe Benefits		\$ 3,000	
<b>Totals:</b>			<b>\$ -</b>	<b>\$ 44,465</b>	<b>\$ -</b>

**FY18 IDFA Budget - Economic Development**

30952	51000	Director		\$ 8,673	
30952	51100	Dept. Assistant		\$ 2,176	
30952	52000	Purchase of Services		\$ 3,406	
30952	54000	Purchase of Supplies		\$ 2,000	
30952	57000	Other Charges and Expense		\$ 2,000	
30952	57450	Fringe Benefits		\$ 1,000	
<b>Totals:</b>			<b>\$ -</b>	<b>\$ 19,255</b>	

APPROVALS:

Office of the Ayer Board of Selectmen  
Office of the Ayer Town Administrator



Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | Fax 978-772-3017 | www.ayer.ma.us

MEMORANDUM

DATE: June 2, 2017

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand, Town Administrator

*R.A.P.*

SUBJECT: Town Administrator's Report for the June 6, 2017 BOS Meeting

Dear Honorable Selectmen,

I am pleased to transmit to you the following Town Administrator's Report for the June 6, 2017 BOS Meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

Administrative Update:

- I will offer a brief Administrative Update on various initiatives, projects, and activities of the Administration since the last BOS Meeting on May 16, 2017.

Appointments/Reappointments:

- Please see the attached memo respectfully recommending various appointments/rcappointments to various Town Committees (See Attached).

Proposed BOS Summer Meeting Schedule:

- The following is a proposed BOS Summer Meeting Schedule keeping with past practice with the BOS meeting once in July and once in August (of course the BOS will meet additionally times if needed):

JUNE:

Tuesday, June 20, 2017 at 7pm

JULY:

Tuesday, July 18, 2017 at 7pm

AUGUST:

Tuesday, August 8, 2017 at 7pm

SEPTEMBER: (BOS returns to regular meeting schedule of 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays)

Tuesday, September 5, 2017 at 7pm

Tuesday, September 19, 2017 at 7pm

This proposed schedule is subject to discussion and change by the BOS at the meeting.

Thank you.

Attachment

Office of the Ayer Board of Selectmen  
Office of the Ayer Town Administrator



Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | Fax 978-772-3017 | www.ayer.ma.us

**Memorandum**

To: Ayer Board of Selectmen

From: Robert A. Pontbriand  
Town Administrator

Date: June 1, 2017

Re: Appointments

Dear BOS Members –

I am respectfully recommending for your consideration the following appointments:

NAME	POSITION	TERM EXPIRATION DATE
John Largey	Assistant Building Inspector <i>Must Complete Training pursuant to the Massachusetts Board of Building Regulations and Standards</i>	June 30, 2018
Bev Schultz	Open Space and Recreation Committee	Committee to dissolve after completion of report
<b>Appointment of Groton Police Personnel as Special Officers – Term to Expire June 30, 2018</b>		
Chief Donald Palma	Dep. Chief James Cullen	Sgt. Derrick Gemos
Sgt. Edward Sheridan	Sgt. Paul Connell	Sgt. Jason Goodwin
Det. Cory Waite	Det. Michael Lynn	Det. Rachael Mead
Ptl. Nicholas Beltz	Ptl. Robert Breault	Ptl. Peter Breslin
Ptl. Gordon Candow	Ptl. Omar Connor	Ptl. Timothy Cooper
Ptl. Kevin Henehan	Ptl. Dale Rose	Ptl. Gregory Steward
Ptl. Patrick Timmins	R.O. Edward Busnoe	R.O. Richard Rene
R.O. Stephen McAndrew	R.O. Caitlyn Murphy	R.O. Victor Sawyer
R.O. Jonathan Shattuck	R.O. Kathleen Newell	R.O. Michael Ratte

Thank you for your consideration!



**JOHN P. LARGEY**



**OBJECTIVE**

Inspectional position

**QUALIFICATIONS**

- Licensed Construction Supervisor
- Registered Home Improvement Contractor
- Licensed Master Electrician
- Licensed Oil Burner Technician

**EMPLOYEMENT**

2000 - Present

Owner/Sole Proprietor JPL Electric Remodeling/Construction

Self-employed contractor/electrician working in residential and commercial fields.

Knowledge and experience in all trades needed to complete building projects, including HVAC, electrical, underground utilities, plumbing, framing, roofing and siding.

Experience in installing and repairing electrical wiring, equipment, fixtures, ensuring that work is in accordance with relevant codes.

**PROJECTS INCLUDE**

APPLE PATTERN, Gardner, MA, Demolition/removal of all existing lighting, heating and plumbing. Built and installed all new facilities to include HVAC, electrical, assembly and manufacturing lines.

LEOMINSTER PLAZA, Leominster, MA, Maintained and remodeled multi-level strip mall with multiple units.

PUBLISHERS SHIPPING AND STORAGE CORPORATION, Fitchburg, MA, Maintained and updated warehouse electrical systems, modified and maintained assembly lines, built new and remodeled existing office space to meet company's needs.

OAKES LANDING, Shirley, MA, Worked on road/utility infrastructure, complete wiring, finish carpentry, outdoor deck/railing and custom built-ins in subdivision of large custom homes.

HOUGHTON HOUSE, Harvard, MA, Maintained existing structures and amenities while installing modern lighting, electrical and insulation in a preservation project restoring a colonial home.

SHIRLEY SENIOR CENTER AND BENJAMIN HILL POOL AND RECREATION AREA, Shirley, MA, Electrical work converting former elementary school into Senior Center. Wired new pool recreation building.

1993 – 2000

Self-employed Electrician working in residential, commercial and industrial fields.

Sub-contractor to building contractors in residential and commercial building and remodeling.

1985 – 1993

Laborer/apprentice for various electrical contractors and construction companies.

**EDUCATION**

Graduate, Leominster Vocational/Technical School 1989

**REFERENCES**

Available upon request.

## Carly Antonellis

---

**From:** Robert Pontbriand <ta@ayer.ma.us>  
**Sent:** Tuesday, May 30, 2017 3:03 PM  
**To:** Bev Schultz  
**Cc:** Beth; Carolyn McCreary; Carly Antonellis  
**Subject:** RE: OSRP

**Categories:** Red Category

Dear Bev,

Greetings and good afternoon. I hope that this email finds you well.

Thank you for your interest and willingness to serve on Ayer's Open Space Committee!

I will be forwarding you name for appointment by the Board of Selectmen at their next meeting on June 6, 2017. You are not required to attend that meeting but are always welcome.

Again, thank you and we look forward to having you!

Sincerely,

*Robert*

Robert A. Pontbriand  
Town Administrator

Town of Ayer  
1 Main Street  
Ayer, MA 01432  
978-772-8220

---

**From:** Bev Schultz [REDACTED]  
**Sent:** Tuesday, May 30, 2017 3:01 PM  
**To:** Robert Pontbriand <ta@ayer.ma.us>  
**Cc:** Beth [REDACTED]; Carolyn McCreary [REDACTED]>  
**Subject:** Re: OSRP

Robert ,

I am interested in joining the Open Space Committee in Ayer. I've been a resident of Ayer for 22 years.

Bev Schultz  
[REDACTED]  
Ayer, MA 01432

On May 17, 2017, at 8:07 AM, Carolyn McCreary <clmccreary@comcast.net> wrote:



# GROTON POLICE DEPARTMENT

## Office of the Chief of Police

99 Pleasant Street  
Groton, MA 01450



**Donald L. Palma, Jr.**  
*Chief of Police*

Tel: (978) 448-5555  
Fax: (978) 448-5603

To: Chief David Scott, Pepperell  
Acting Chief Richard Bailey, Townsend  
Chief Matthew King, Littleton  
Chief Richard Howe, Tyngsborough

Chief James Dow, Dunstable  
Acting Chief Samuel Santiago, Shirley  
Chief Thomas McEnaney, Westford  
Chief William A. Murray, Ayer

From: Chief Donald L. Palma, Jr.

Date: May 18, 2017

RE: Appointments -- FY2018

I would respectfully request that you reappoint the following officers as Special Police Officers in your town for fiscal year 2018:

☐ Chief Donald L. Palma, Jr.  
☐ Sgt. Derrick J. Gemos  
☐ Sgt. Paul R. Connell  
☐ Det. Cory E. Waite  
☐ Det. Rachael E. Mead

Deputy Chief James A. Cullen, III  
Sgt. Edward P. Sheridan, Sr.  
Sgt. Jason M. Goodwin  
Det. Michael A. Lynn

☐ Ptl. Nicholas C. Beltz  
☐ Ptl. Robert L. Breault  
☐ Ptl. Peter S. Breslin  
☐ Ptl. Gordon A. Candow  
☐ Ptl. Omar A. Connor  
☐ Ptl. Timothy Cooper  
☐ Ptl. Kevin T. Henehan  
☐ Ptl. Dale P. Rose  
☐ Ptl. Gregory W. Steward  
☐ Ptl. Patrick A. Timmins

☐ R.O. Edward J. Bushnoe  
☐ R.O. Stephen C. McAndrew  
☐ R.O. Victor J. Sawyer  
☐ R.O. Kathleen Newell  
☐ R.O. Michael F. Ratte

R.O. Richard L. Rene  
R.O. Caitlyn K. Murphy  
R.O. Jonathan C. Shattuck

Should you have any questions, please do not hesitate to contact my office.

Respectfully,

Donald L. Palma, Jr.,  
Chief of Police

**Office of the Ayer Board of Selectmen  
Office of the Ayer Town Administrator**



Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | Fax 978-772-3017 | www.ayer.ma.us

**Memorandum**

To: Ayer Board of Selectmen  
 From: Carly M. Antonellis, Assistant to the Town Administrator  
 Date: June 2, 2017  
 Re: 2017 Reappointments Round 1



Dear BOS Members –

The following members have indicated their interest in being reappointed to the corresponding Board/Committee below. The terms will begin July 1, 2017 and expire as noted below.

NAME	BOARD/COMMITTEE	TERM EXPIRATION DATE
Charles J. Comeau	Cable TV Advisory Committee	June 30, 2020
James B. Pinard Jr.	Capital Planning Committee	June 30, 2020
Richard W. Skoczylas	Capital Planning Committee	June 30, 2020
Bonnie Tillotson	Conservation Commission	June 30, 2020
Tom Sylvester	Commission on Disabilities	June 30, 2020
Martha Sylvester	Commission on Disabilities	June 30, 2020
Laurie Nehring	Cultural Council	June 30, 2020
Carolyn McCreary	Energy Committee	June 30, 2018
George Bacon	Historical Commission	June 30, 2020
Laurie Sabol	Recycling Committee	June 30, 2018
Barbara Wilson	Registrar of Voters	June 30, 2020
Susan Copeland	Registrar of Voters	June 30, 2020
Niel Middleton	Water & Sewer Rate Review Committee	June 30, 2018
Richard Skoczylas	Water & Sewer Rate Review Committee	June 30, 2018
Mary Spinner	Water & Sewer Rate Review Committee	June 30, 2018
Sam Goodwin	Zoning Board of Appeals	June 30, 2020
Jess Gugino	Zoning Board of Appeals	June 30, 2020
BOS BOARD APPOINTMENTS		
Currently Held by G. Luca	Cable TV Advisory Committee	June 30, 2018
Currently Held by C. Hillman	Capital Planning Committee	June 30, 2018
Currently Held by J. Livingston	Water & Sewer Rate Review Committee	June 30, 2018

This list is being presented for your consideration at the June 6, 2017 Board of Selectmen's Meeting. Thank you!

Town of Ayer  
Board of Selectmen  
Ayer Town Hall – 1<sup>st</sup> Floor Meeting Room  
Ayer, MA 01432



*Broadcast and Recorded by APAC*

**Wednesday May 16, 2017**  
**Open Session Meeting Minutes**

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

**Call to Order:** C. Hillman called the meeting to order at 6:02 PM.

**Open Session Motion:** A motion was made at 6:03 PM by C. Hillman and seconded by J. Livingston to enter into Executive Session pursuant to MGL c.30A, sec. 21(a) Exemption #3 (Litigation Strategy) 66 Westford Road; 128 Washington Street and 14 Williams Street; Exemption #3 (Collective Bargaining) Police Superiors Personnel Matter and Exemption #3 (Litigation Strategy) *Worthendale Realty v. Town of Ayer*. C. Hillman further stated that to discuss these in open session would be detrimental to the Town's negotiating strategy and to reconvene in Open Session at the conclusion of Executive Session. **By Roll Call Vote:** C. Hillman, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 2-0.**

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

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

**Review and Approve Agenda:**

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

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

- 2017-05-08 17-22 Payroll \$322,418.64
- 2017-05-16 17-21 Account Payable \$1,353,618.42

**Public Input:** None

**Mr. Dan Van Schalkwyk, Town Engineer:** *Section 319 (Stormwater Best Practices) Grant Application* – D. Van Schalkwyk stated that the DPW and the Conservation Agent have been coordinating to submit a Section 319 Grant Application to assist funding Stormwater best management practices projects.

**Motion:** A motion was made by G. Luca and seconded by J. Livingston to approve the grant application with signature by the Chair. **Motion passed 3-0.**

*Pleasant Street Reconstruction Project Change Order* – D. Van Schalkwyk presented Change Order # 4 for changes at the intersection of Groton Street in the amount of \$6,504.74

**Motion:** A motion was made by G. Luca and seconded by J. Livingston to approve Change Order #4 in the amount of \$6,504.74 with Ricciardi Brothers, Inc. with signature by the Chair. **Motion passed 3-0.**

*MassDOT Agreement for the Small Bridge Grant* – D. Van Schalkwyk presented the MassDOT contract in the amount of \$500,000 for the West Main Street Culvert Improvement project. The Town received the grant funding through the Small Bridge Program.

**Motion:** A motion was made by G. Luca and seconded by J. Livingston to approve the MassDOT contract in the amount of \$500,000 with signature by the Chair. **Motion passed 3-0.**

**Town Administrator's Report:** *Administrative Update* – R. Pontbriand thanked all those involved in making Town Meeting a success. He also stated that starting in September; BOS members will be given quarterly updates on major Town projects.

*Appointments* – R. Pontbriand is asking the BOS for their consideration of the appointment of Ms. Sandi Regan to a three (3) year unexpired term on the Cultural Council to expire on June 30, 2018 as recommended by Cultural Council Chair Sheila Schwabe.

**Motion:** A motion was made by G. Luca and seconded by J. Livingston to reappoint Ms. Sandi Regan to a three (3) year unexpired term on the Cultural Council to expire on June 30, 2018 as recommended by Cultural Council Chair Sheila Schwabe. **Motion passed 3-0.**

*Reauthorization of UDAG Appraisal Funding for Ch. 61 Land (Map 4 Parcel 39)/Cowfield Realty Trust II* – R. Pontbriand is seeking approval for the reauthorization of previously authorized unspent UDAG funds for the appraisal of Map 4 Parcel 39 pursuant to MGL Ch. 61, sec. 8. \$800 dollars of unspent UDAG are available for an appraisal.

**Motion:** A motion was made by G. Luca and seconded by J. Livingston to reauthorize \$800 in unspent UDAG authorization for the appraisal of Map 4 Parcel 39 owned by Cowfield Realty Trust II for the purposes of Ch. 61 first right of refusal. **Motion passed 3-0.**

R. Pontbriand also reported that the Dr. Malone and DPW Superintendent held an informational forum on the elevated levels of lead in the water at Page Hilltop Elementary School due to aged pipes within the school. There is both a short term remedy and long term plan to address the situation with the assistance of Massachusetts Department of Environmental Protection.

**New Business/Selectmen's Questions:** G. Luca said that he recently saw people standing at the intersection of Park and Main Street soliciting for money. R. Pontbriand stated that the Town will look into adopting a policy to address the issue.

C. Hillman asked for an update on the Emmanuel Church on the Littleton line. R. Pontbriand stated that the Building Department and Fire Department will be scheduling a public safety inspection in the near future. C. Hillman would also like a report by the Tree Warden as to where he is planting trees in Town. C. Hillman also thanked the previous BOS Chair Gary Luca for his service as Chair.

**Approval of Meeting Minutes:**

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

**Adjournment:**

**Motion:** A motion was made by J. Livingston and seconded by G. Luca to adjourn at 7:35 PM. **Motion passed 3-0.**

**Minutes Recorded and Submitted by Carly M. Antonellis**

**Date Minutes Approved by BOS:** \_\_\_\_\_

**Signature Indicating Approval:** \_\_\_\_\_

# Memorandum RECEIVED

**To:** Board of Selectmen  
**From:** Lisa Gabree, Finance Manager  
**Date:** May 30, 2017  
**Re:** A/P Warrant #17-22

RECEIVED  
MAY 30 2017  
TOWN OF AYER  
SELECTMEN'S OFFICE

**Accounts payable warrant #17-22**, in the amount of **\$391,812.30**, includes the following payments:

- 1) \$181,193.60 to Minuteman/Nashoba Health Group, representing June active and retiree health premiums; and
- 2) \$27,803.65 to U. S. Bank, N.A., in payment of interest on a bond dated 11/19/15 that included town hall carpeting, departmental vehicles and equipment and water and sewer projects.

The warrant summary can be found on pages 22-25.

Please let me know if you have any questions about the warrant.

# Memorandum



**To:** Board of Selectmen  
**From:** Lisa Gabree, Finance Manager  
**Date:** May 23, 2017  
**Re:** Payroll Warrant #17-23 & A/P Warrant #17-22A

There are two warrants for your approval this week.

**Payroll warrant #17-23**, in the amount of **\$328,911.56**, includes longevity to T. H./ Police Dept. custodian Paul Carpenter (hire date: 04/11/12.)

In addition, special **Accounts Payable warrant #17-22A**, totaling **\$12,122.03**, is being processed to accommodate proper timing of veterans' May benefits payments.

The warrant summary can be found on page 4.

Please let me know if you have any questions about the warrants.