

RECEIVED  
AUG 10 2018

10:15am TOWN OF AYER  
TOWN CLERK

*[Handwritten Signature]*

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



**Tuesday August 14, 2018**  
**Open Session Meeting Agenda**

7:00 PM

**Call To Order**

Pledge of Allegiance; Review and Approve Agenda; Announcements

7:05 PM\*

**Public Input**

**Sewer Abatement Request – 16 Gardner Lane**

7:15 PM

**Joint Appointment of Ayer Shirley Regional School Committee Member**

7:25 PM

**Office of Community and Economic Development**

1. Lien Subordination Request Case # 15-395
2. CDBG Grant Award & Upcoming Project Brief Overview

7:35 PM

**MART Project Update**

8:00 PM

**Superintendent Mark Wetzel, Ayer Dept. of Public Works**

1. Vote of Intent to Layout Norwood Avenue
2. Approval of Change Orders 2 & 3 – Triumph Modular
3. Approval of Change Order 1 – J D'Amico
4. DPW Project Updates

8:30 PM

**Town Manager's Report**

1. Administrative Update/Review of Warrant(s)
2. BOS Opening of the 2018 Special Fall Town Meeting Warrant
3. Approval of Title Affidavit – Ridge View Heights
4. Approval of the FY' 20 Budget Calendar
5. Approval of MART/Council on Aging Contract
6. September BOS Meeting Schedule

8:50 PM

**New Business/Selectmen's Questions**

1. Debrief of Aug. 7, 2018 ASRSD Field Meeting (Selectman Houde)
2. Homeless/Loitering Downtown (Selectman Hillman)
3. Tax Status of Emmanuel Lutheran Church (Selectman Hillman)
4. Next Steps Re: Form Based Code for Park Street (Selectman Hillman)

9:00 PM

**Approval of Meeting Minutes**

July 17, 2018

**Executive Session pursuant to M.G.L Chapter 30A, Section 21A:**

1. Exemption 3 (Litigation Strategy) *United States of America v. Boston and Maine Corporation v. Town of Ayer*
2. Review and Approval of Various Executive Session Minutes

**\*\*Adjournment**

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

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

16 Gardner Ln  
Ayer Ma. 01432  
January 12, 2018



**RE: Request to appeal Abatement decision**

Board of Selectmen (Water & Sewage commissioners)

To Whom It May Concern,

I am writing today to appeal the decision that was made 1/08/2018 in my request for abatement of my water sewage bill from the July 2017 Quarter.

Looking back since the purchase of this home we have had very consistent quarters of 1-2k usage and as you can imagine my concern and alarm when I had received this bill on 7/25/2017 in excess of 7k.

I understand that a technician was sent to my home to inspect the meter to perform some functions tests and confirm it is in functioning order, however what I am being told 7 months later is that it was in fact functioning properly and that it was newly installed in April 2015, prior to my purchase of the home and that "if it was going to fail it would have failed back then and that it must be a leaking toilet or other water leakage somewhere". That statement in itself seems a bit strange, as if to say, "anything you purchase should stay new forever and over time would never have an issue." If this is the case then it can't be a leaking toilet since both my bathrooms have been completely remodeled since the purchase of the home. As well as the kitchen sink, dishwasher and laundry machine. Including both exterior water valves have been replaced along with all my hoses and irrigation timers.

My first concern would be why did this take 7 months to address if it is as simple as "the meter is fine and it must be some other reason". The only changes made here in the home during this quarter that would have affected the water would be firstly the obvious addition to the watering of the lawn. However, we installed a timed irrigation system to be sure there would be no over watering or running on off days of the water ban. We had a pool installed, but we had the water delivered from an outside delivery company and did not use the city water for this. This was also proven to the technician when he came to inspect the issue as we have documentation.

In conclusion, I understand that utilities can be a hard thing to track with pretty constant fluctuations from season to season; however this was not just a minor difference and it appears to have only happened this one time in over 2 years of owning this home. If that's not a glitch on an electrical component I don't know what is! With this being said, if it is to be some sort of water leakage on my end which I would imagine I would notice a leak of such a significant size, I would feel that the water delivery charge of the \$201 would be suffice considering it is assumed that the water leaked somewhere and never made it to the sewage treatment system. At the very least maybe the \$560.66 sewage charge could be waived.

# DEPARTMENT OF PUBLIC WORKS

Mark L. Wetzal, P.E., Superintendent  
Daniel S. Van Schalkwyk, P.E., Town Engineer



Water, Wastewater, Highway & Solid Waste Divisions

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

January 8, 2018

## RE: Request for Sewer Bill Abatement

Mr. Cory Ruffo  
16 Gardner Lane  
Ayer, MA 01432

Dear Mr. Rufo:

As requested in your letter I have reviewed your request for an abatement of your Water and Sewer bill dated July 25, 2017. The bill showed 6866 cubic feet (51,360 gallons) of usage.

On August 1, 2017, our meter technician inspected the meter and found that there was no observed leak and the meter was functioning properly. His report also states that you had said the pool was filled by the pool contractor and you had not been watering your lawn. This was also stated in your letter.

Our review of your water usage from July 2015 to date showed that this is abnormally high usage. A new water meter was installed in April 2015 and if there was a defect in the meter, it would have been observed in the period right after installation. All of the usage up to July 2017 are relatively consistent. The most recent meter reading is similar to past readings, indicating that the meter is reading accurately.

Based on my review of the information available, I do not see any justification for abating this bill. It was most likely due to some type of leak or unsuspected water use, such as a running toilet.

You have the right to an appeal of this decision. Any such request shall be made in writing through the Town Administrator to the Board of Selectmen (Water & Sewer Commissioners). The request shall clearly illustrate the amount you wish to have abated and any reasons why such abatement shall be granted.

Should you have any questions or comments, please do not hesitate to contact this office.

Regards,


**AYER DEPARTMENT OF PUBLIC WORKS**

Mark L. Wetzal, P.E.  
Superintendent



## Resume

Joseph V. Leone  
2 Winterberry Ln.  
Ayer, MA 01432



## Experience:

### Teaching:

7 <sup>th</sup> Grade Math Oxford Hills Region School Distric South Paris, ME	
ConcordMiddle School Concord, MA	1973 – 1995
Concord – Caelisle Regional H	1995 - 2012
Bishop – Guertin HS	Feb 2013 – April 2013
Ayer – Shirley HS	Sept. 2013 – Oct. 2013

### Coaching:

Concord Carlisle Regional HS	
Asst. Football	1975 – 1987
Head Baseball	1985 – present
Freshman girls Basketball	1996 –2007
Freshman Boys Basketball	2008 - 2012
Freshman Football	1999 – 2012
Hudson Catholic HS	
Head Football	1987 - 1991
Concord Middle School	
7 <sup>th</sup> grade soccer	1973 – 1974
8 <sup>th</sup> grade basketball	1978 – 1987
8 <sup>th</sup> grade Baseball	1978 – 1984
Pop Warner Football	1973 – 1974
14 yr old Summer Baseball	2000 – 2004
5,6 Girls Soccer	2017



## **Educational Experience**

Dimensions of Learning  
Writing Consortium                      1993 - present  
Trainer / Presenter

EDCO Cooperative Learning  
Workshop coordinator                      1989 -1992

Teachers 21                                      2012 – present  
Consultant

## **Related Experience**

### Mass Baseball Coaches Association

Executive Board                      1988 – present  
President                                      1999 – 2001  
Awards Chair                              2001 – 2017

CCYB Board of Directors                      1986 – 2006

### CCHS Coaches Association

President                                      1985 – 1995

Burlington HS Athletic Hall of Fame Committee                      2010 – present

Concord – Carlisle Athletic Hall of Fame Chair                      2008 – present

Ayer – Shirley Athletic Hall of Fame Committee                      2014 - 2016

# Cheryl Alfieri-Simmons

5 Winthrop Avenue Ayer, MA 01432

**Objective-** *To further a professional career working with staff and students in a challenging educational environment.*

**Experience-** **Acton Boxborough Regional Schools, August 1993 – Present**

**Acton, MA**

***Transition Coordinator Grade 8 to 9***

***August 2012 – Present***

- Provide direct support to special educators, students and parents in the Team meeting and transition process.
- Provide PowerPoint presentations to parents, teachers and support staff about high school programming.
- Responsible for student program placement and scheduling all services.

***Special Educator Acton Boxborough Regional High School***

***August 2011 – Present***

- Provide small group and individual support in a learning center program to students with various disabilities.
- Liaison with teachers, counselors, and other service providers.
- Administer and interpret cognitive and achievement evaluations as part of the reevaluation process.
- Chair Team meetings for yearly IEP Reviews, Progress Meetings and Reevaluation Team Meetings.
- Oversee student accommodation needs and effectiveness within inclusion classes.
- Supervision of program educational assistant support staff.
- Lead an R&D program to pilot a co-teaching model to meet the needs of students while reducing special education costs through decreased special education referrals.
- Co-teacher of senior English class.

***New Teacher Mentor***

***RJG JHS 2004-2006, ABRHS 2016-2018***

- Provide professional and personal support to new special educators in developing collaborative relationships with administrators, educational staff, and parents. Provide support and training regarding in-district procedures and regulations.

***Special Education Building Leader Acton Boxborough High School, August 2006 – August 2011***

- Primary responsibilities to oversee requirements to deliver services to students on individual education plans including supervision of educational staff.
- Responsible for scheduling services for all supported inclusion classes, speech/language, reading, OT, PT, academic support, and other service needs.
- Support placement, programming and transition of regional junior high school special education students. Through careful collaboration between high school and junior high school staff, place students into best fit programming while communicating and assisting parents with critical transition issues.
- Chair team meetings for initial evaluations and reevaluations, including administration and interpretation of cognitive and achievement evaluations.
- Co-Chairperson of the Student Assistance Team as part of the pre-referral process which includes interventions, completion and processing of referrals, leading the evaluation process by incorporating scheduling of evaluators, compiling data and presenting results to the Team in order to make informed decisions.

***Special Educator RJ Grey Junior High School***

***August 1995 – August 2006***

- Educating students with varying disabilities across the curriculum within a learning center program and social/emotional program.
- Piloted a program for students with intellectual impairments, which included an inclusion experience, community activities and life skills curriculum. Prepared students for transition into the high school Occupational Development Program.

***SWAP Alternative Program, SWET Summer Program September 1996 – April 1999***

- Successfully worked with “at risk” students providing an environment and climate to increase academic success and high school diploma completion.

***Committee Member***

- Assisted the educational leadership team in establishing educational goals and school policy as well as review and adaptation of educational programming and overall curriculum.
- Oversaw and approved school budget as a voting member.
- Recruitment of the interim School Superintendent.
- Hiring and evaluation of district Superintendent.

***Regionalization Board Member***

- Secretary of the board chartered by the towns of Ayer, Shirley and Lunenburg to investigate and assess the possibility of regionalizing the schools in the three towns. Ultimately the board voted to remove the tri-town solution.
- Chartered by the towns of Ayer and Shirley to move forward in exploring a two town solution. Worked collaboratively with the board and developed a regionalization agreement that was ultimately ratified by both towns resulting in the first regional school district in Massachusetts in over 10 years.

**Training and Certifications**

***Advanced training in***

- Assessment administration, interpretation and application
- esped
- Efficient in PowerSchool
- MCAS preparation and administration

***Additional Experience and Professional Development***

Available upon request

***Certifications***

- Principal/Assistant Principal (9-12)
- Special Needs (5-12)
- Elementary (1-6)

**Education**

**San Diego State University**  
*Bachelor of Arts in Education, May 1992*

**San Diego, CA**

**Fitchburg State University**  
*Master of Education, May 1996*

**Fitchburg, MA**

**Commonwealth Leadership Academy**  
*MA Educational Administration. Licensure, 2009*

July 13, 2018

The Town of Ayer  
1 Main Street  
Ayer, MA 01432

For the attention of the Town Manager

Dear Mr. Robert Pontbriand,

I would like to submit my letter of intent to be considered for the vacant opening on the Ayer Shirley Regional School Committee. As an Ayer resident who was born in Ayer, was educated through the Ayer School System and now has three children in the Ayer Schools, I certainly have a vested interest in the continued success of our school system.

I have been an active member of the community in the support of our schools through my work directing the Janis Bresnahan Run for Education as well as involvement on the committee to pass the new High School vote and current involvement on the School Field project.

In my professional career I have been an HR Leader and Business partner for nearly 20 years specializing in consulting with Business leaders on how to build best in class organizations, I believe these skills can be a valuable addition to the School Committee.

Thank you for your time and consideration,

Kevin Bresnahan



# Kevin E Bresnahan

4 Wachusett Ave East, Ayer, MA 01432

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## Experience

### **The Hanover Insurance Group**

#### **AVP, HR Partner**

April 2015 to present

- HR Leader and Partner for the Claims Organization and previously Commercial Lines.
- Identify and develop annual strategy and priorities for the Claims HR organization in support of business goals.
- Executive development and coaching on effective leadership capabilities.
- Partner with business leaders on Organization design including re-organizations in the Small Commercial Sales, Renewal and Claims Auto organizations.
- Lead the design and development of employee engagement and development initiatives.
- Internal HR Leader with expertise in consulting on building workplace culture.
- Special projects or initiatives include:
  - Lead the implementation of Inside Out Development program.
  - Development of the BI Talent Factory program aimed at developing a broader group of high potentials

### **CISCO Systems Inc.**

November 2008 to April, 2015

#### **HR Partner / Manager**

HR Partner & Manager for the Data Center Engineering Business Group, Engineering CTO Office and the recently acquired Insieme Business Group. Data Center products generate annual revenue exceeding eight billion.

#### **HR Partner Role**

September 2012 to April 2015

- HR Partner for three SVP's of acquisition the Insieme Business Group reporting to CEO John Chambers. This organization is one of the most strategic at Cisco leading the SDN strategy for Cisco. Insieme has 800 employees.
- Lead HR Manager to design talent assessment and development process for the most Senior Technical Talent at Cisco. Designed program to calibrate this critical talent across all of Cisco.
- Partner with Senior Executives on Executive Talent Review and succession planning.
- Organization design including multiple re-organizations within CTO, Service Provider, Mobility and DCG.
- Design special retention programs and prepare business case for review by Engineering EVP, CHRO and CFO.
- Organizational development including workforce analysis to identify strategic skill gaps. Develop workforce plan to enable transition to software driven business model, a major transformation for Cisco.
- Workforce planning including grade analysis, region and site analysis, SPOC, Level assessment.
- Design annual HR program goals for manager capability & training, engagement, talent development and performance management for these organizations.

#### **HR Manager Role**

June 2010 to April 2015

- Lead the Compensation Programs for the Data Center Business Group (DCG). Manage biannual compensation focal programs combining promotion, merit based salary increases, stock, and year-end bonus planning.
- Lead the Performance Management process for DCG and Insieme organizations. Facilitate talent evaluation calibration meetings to identify top talent and identify bottom performers. Coach Managers on how to conduct performance management evaluations and discussions.
- Data analytics and metrics. SME for the HR metrics tool, Cisco Management Metrics Center. Metrics reporting including quarterly organizational health metrics; headcount, attrition, hiring, region and grade analysis, span of control and organization pyramid.
- Lead HR Manager and Site Manager during four major workforce reductions and other targeted re-structures. Lead organizational planning for workforce assessment; prepare final business case, manager training and notification process.
- Manage rewards and recognition programs to support pay for performance culture and employee retention.
- Acquisition integration. HR Manager for seven acquisitions. Responsibilities included; employee grade evaluation and mapping, staffing integration plan, acquisition new hire training, manager training, and executive integration.
- Manage a staff of three, two US HR Managers and one India HR Manager.

### **Starent Networks, Tewksbury, MA (Acquired by Cisco)** **Global Talent Acquisition Manager**

November 2008 to December 2009

Starent Networks was a publicly traded company that developed mobile data and media routing and switching products. At the time of the Cisco acquisition Starent had 1,500 employees and revenue of 560 million.

- First full time Global Staffing Manager at Starent. Implemented entire staffing function including creating recruiting process and sourcing strategy with an emphasis on locating passive candidates through a focus on internal referral generation and direct sourcing. Greatly reduced dependency and cost of external recruiting.
- Hired, trained and supervised two contract recruiters. Functional Manager for three recruiters in India.
- Researched applicant tracking systems, selected Taleo ATS. Implemented and configured the application.
- Evaluated, selected and implemented employee background check process and vendor.
- Implemented an innovative interview process to improve the quality of candidates hired.
- Developed staffing metrics for time to fill, cost per hire, source of hire and other staffing metrics.

**KBACE Technologies, Nashua, NH**  
**Staffing Manager**

April 2006 to November 2008

KBACE Technologies is a privately owned company specializing in the Oracle Application E-Business suite. KBACE's lines of business include Oracle Professional Services, support services and proprietary business intelligence software products.

- First full time Recruiting Manager for KBACE Technologies. Implemented entire staffing function including creating recruiting process and sourcing strategy with an emphasis on locating passive candidates. Focus on internal referral generation and direct sourcing.
- Hired, trained and supervised all full time and contract recruiters.
- Hired over 285 full time employees including Oracle Application Consultants, Support Analysts, SQL Server Database Developers, Net Developers, Business Analysts, Technical Consultants, Professional Sales Managers.
- Created and implemented a company-wide interview process to improve the quality of candidates hired and reduce employee turnover.
- Implemented and managed subcontractor hiring process to increase oversight of subcontractors and reduce the company's risk. Managed the process for as many as 50 subcontractors at one time.
- Researched and implemented first company ATS.

**The MathWorks, Natick, MA**  
**Sr. Technical Recruiter**

February 2004 to April 2006

The MathWorks is a leading provider of software for technical computing including MATLAB and Simulink.

- Responsible for the recruiting and hiring of full time software engineers and technical staff.
- Coached hiring managers on how to make an offer and sell the opportunity to work at The MathWorks.
- Trained new recruiters on behavioral based interviewing techniques and how to present The MathWorks company.
- Special projects and innovations included implementing new hire survey to gather metrics and sourcing data, lead the project to redesign the internal referral system, wrote the Webhire ATS user-guide and created the internal technical questions database to develop best practices.

## **PREVIOUS EXPERIENCE**

The Davis Companies, Marlboro, MA – Sr. Technical Recruiter  
Softworld Inc., Waltham, MA – Technical Recruiter

2001 - 2004  
2000 - 2001

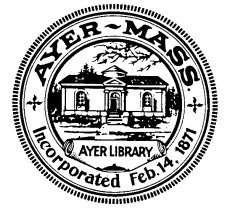
## **EDUCATION**

Bachelor of Science in Business Administration  
University of Maine, Orono

# Town of Ayer

## Department of Planning & Development

Upper Town Hall ♦ One Main Street ♦ Ayer, MA 01432 ♦ 978-772-8221 ♦ Fax: 978-772-8208



### MEMORANDUM

TO: Board of Selectmen  
FR: Alicia Hersey, Community Development Office  
RE: Lien Subordination Request **CASE# 15-395**  
DT: August 7, 2018

The property owner of housing at 16 Pond Street has requested the Town subordinate his mortgage on the property in favor of a new first mortgage.

Assessed Value of Property (FY15)	\$277,900.00
Appraised Value of Property (7/15)	\$314,000.00
First Mortgage ( <b>to be paid off</b> )	\$185,520.00
Second Mortgage ( <b>to be paid off</b> )	\$29,373.69
Amount of Program Assistance (liens)	\$39,260.00
Proposed New Mortgage Amount	\$230,000.00
Proposed Total Loan Amount	\$251,200.00
Maturity Date of Program Lien	July 17, 2032

The borrower is seeking to obtain a new mortgage to pay-off his first and second mortgages and to continue updates on his property. By consolidating his loans he will lower his monthly payment.

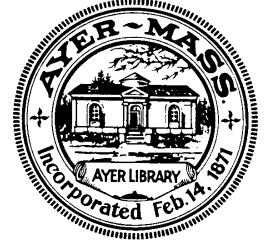
Based upon the subordination policy approved by the Town and State Dept. of Housing and Community Development, "a recommendation to approve with conditions, or to deny, will be made to the Board of Selectmen" where outstanding liens are more than 80% of the fair market value of the property. In the current case, the outstanding liens (first mortgage and CDBG lien) will be equal to 85.75% of the appraised value of the property.

**At this time it is the Board's decision whether to approve or deny the subordination of the Town's lien for a first mortgage not to exceed the amount of \$230,000. The owner is refinancing to consolidate his loans and the equity he is taking out is for the closing costs and continued improvements, the Town's position will not change significantly.**

# Town of Ayer

## Department of Community & Economic Development

Town Hall ♦ One Main Street ♦ Ayer, MA 01432 ♦ 978-772-8221 ♦ 978-772-3017 (fax)



### MEMORANDUM

TO: Board of Selectmen

FROM: Alan S. Manoian, Director of Community & Economic Development  
Alicia Hersey, CDBG Program Manager

DATE: August 8, 2018

RE: CDBG Grant Award of \$750,000

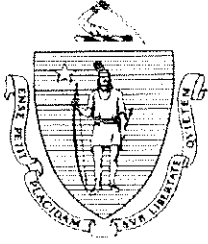
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The office of Community and Economic Development is pleased to inform the Board of Selectmen that Ayer has received notification of a FY18 CDBG grant award of \$750,000. The office of Community and Economic Development (OCED) and Ayer's Department of Public Works (DPW) collaborated in the development of a grant application for the Infrastructure Improvement project of Prospect and Oak Streets. In addition to the Infrastructure Project, the grant allocates \$100,000 to the Town's Housing Rehabilitation Program.

This funding is the third Infrastructure Project the Town has implemented with CDBG funds through DHCD, and the eleventh Housing Rehabilitation grant awarded, which supports a housing rehab program which dates from 1998, 20 years. This constitutes the 18<sup>th</sup> award from DHCD since 1998 and a total of \$9,248,871 awarded.

The offices of Community and Economic Development and Department of Public Works, chose to write this grant in-house, saving the Town the cost for both a grant consultant and engineering consultant. Many thanks to all the town departments for their expertise and assistance.





OFFICE OF THE GOVERNOR  
**COMMONWEALTH OF MASSACHUSETTS**  
STATE HOUSE • BOSTON, MA 02133  
(617) 725-4000

**CHARLES D. BAKER**  
GOVERNOR

**KARYN E. POLITO**  
LIEUTENANT GOVERNOR

July 26, 2018

Mr. Robert Pontbriand  
Town Manager  
Town of Ayer  
One Main Street  
Ayer, MA 01432

Dear Mr. Pontbriand:

Congratulations! I am pleased to notify you that the Town of Ayer has received a Massachusetts Community Development Block Grant award of \$750,000. I want to thank you for your commitment to community development efforts in the Town of Ayer. Through this funding and your continued support, we hope to assist you in strengthening your community and enhancing the quality of life of your residents.

You will be receiving further instructions from the Department of Housing and Community Development on next steps, and please feel free to contact Mark Southard (Mark.Southard@mass.gov) if you have any questions.

Sincerely,

Handwritten signature of Charles D. Baker in black ink.

Governor Charles D. Baker

Handwritten signature of Karyn E. Polito in black ink.

Lt. Governor Karyn E. Polito

Project Area Description:

The Town of Ayer is seeking to obtain Community Development Block Grant (CDBG) funding for the “Prospect and Oak Street Infrastructure Project”. This project is located on Oak Street, beginning near the intersection of East Main Street and traversing to the intersection of Grove Street, and Prospect Street, beginning at the intersection of Elm Street and traversing to the intersection of Oak Street, a total distance of approximately 1,200 feet.

The selection of Oak and Prospect Streets by the Town is based on the following existing conditions and Town goals:

- The existing infrastructure, including the streets, sidewalks, drainage system, water and sewer lines are aged, deteriorated and in need of replacement.
- Existing sidewalks and street access do not meet ADA Accessibility Guidelines, thereby preventing or making it difficult for pedestrians including those with disabilities.
- The existing water system including the water lines, water line connections, and hydrants along Oak and Prospect Streets that require replacement to provide reliable service and adequate fire protection to the residents.
- The project meets the National Objective for Infrastructure and Public Facilities Project.

The Ayer Department of Public Works (DPW) has reviewed the existing conditions and prepared design plans for proposed improvements on Oak and Prospect Streets in support of the CDBG grant application.

The DPW has developed a proposed plan for the needed improvements along Oak and Prospect Streets. These improvements are shown on the attached drawings titled "Prospect and Oak Street Infrastructure Project".

A comparison of the existing and proposed conditions is provided in the table below.

*Existing and Proposed Conditions Comparison Oak and Prospect Streets  
Ayer, Massachusetts*

<b>Item</b>	<b>Current Quantity*</b>	<b>Current Material</b>	<b>Repair/ Replace/New/ Rehabilitation</b>	<b>New /Replace Quantity*</b>	<b>New Material</b>
Road / Pavement	1,200 LF	Asphalt	Replace	1,200 LF	Asphalt
Sidewalk	1,275 LF	Concrete, Asphalt	Replace/New	1,465 LF	Concrete, Asphalt
Water Main	1,250 LF	4" Cast Iron	Replace	1,250 LF	8" Ductile Iron
Hydrant	1 EA	Eddy	Replace/New	2 EA	Kennedy Guardian

Water Service	10 EA	Lead/Copper	New	10 EA	Copper
Drain Pipe	0 LF	Not Applicable	New	770 LF	12" HDPE/PVC
Catch Basin	3 EA	3 Block	New	13 EA	Precast concrete
Drainage Manhole	0 EA	Not Applicable	New	9 EA	Precast concrete
Curb	1,275 LF	Granite/Concrete/ Asphalt	New New New	610 LF 720 LF 470 LF	Granite Asphalt Cape Cod Berm
Sanitary Sewer	890 LF	8" Clay	Rehabilitation	680 LF	Cured-in-Place Pipe Liner
Sanitary Manhole	6 EA	Clay Brick	Rehabilitation	6 EA	Replace Frame and Cover, Rehab Corbel

\*All estimates include the quantities required to transition and tie-in to existing roadway, sidewalk and curb, drainage, water and sewer systems at the Elm, School, Grove and East Main Street intersections.

A summary of the work to be completed for each part of the infrastructure improvements noted above is provided in the following sections.

#### Roadway / Pavement System

The entire roadway including the asphalt surface and sub-base will be pulverized (i.e. reclaimed), re-graded, compacted and paved with 4-inches of new binder and top hot mix asphalt pavement. New asphalt and sub-base will be used only as necessary.

#### Sidewalks

The existing sidewalk along the south side of Prospect Street will be removed and replaced with approximately 520 LF, 5.5 foot wide (including asphalt curb) new asphalt walk against the new asphalt curb. Additionally, approximately 160 LF of sidewalk will be added to fill a gap west of School Street, this section will be granite curbing and cement concrete walk. The existing sidewalk on the north side of Prospect Street is 4.5 foot wide cement concrete with granite curbing and will be replaced with approximately 225 LF, 5.5 foot wide cement concrete sidewalk and granite curbing. The existing asphalt sidewalk on Oak Street will be replaced with 5.5 foot wide asphalt sidewalk and curb. The portion of sidewalk on the west side, north of Prospect Street will be removed.

New wheelchair ramps will be installed at the intersections of Elm and Prospect Streets, School and Prospect Streets, and Oak and Prospect Streets. All new sidewalks, driveway apron transitions, and wheelchair ramps will comply with the latest ADA/AAB guidelines and 521CMR. All wheelchair ramps will be cement concrete with granite curb.

### Water

The water system will include approximately 1,050 LF of new 8-inch, class 52 ductile iron pipe, two new hydrant assemblies, and eight (8) new water valves. The existing hydrant will be replaced and two new hydrants will be installed to meet the 500-foot standard spacing requirements in residential neighborhoods. The existing ten (10) water services will also be replaced, including corporation stops, curb stops and water service piping from the new water main to the property line.

### Stormwater Drainage

The new stormwater drainage system will relocate and/or replace three (3) existing catch basins with thirteen (13) new precast concrete catch basins with 4-foot deep sumps and new frame and grates. The catch basins shall be connected to nine (9) precast concrete drain manholes using new 12- inch HDPE or PVC pipe.

### Curb

Approximately 1,275 LF of existing granite, asphalt, and concrete curb within the work area will be removed and a combination of asphalt, granite, and Cape Cod berm totaling approximately 1,800 LF will be installed along the corridor.

### Sanitary Sewer

The sewer system will include approximately 680 LF of cured-in-place pipe liner, and six (6) sewer manholes rehabilitated with new frame and covers and repaired corbels. The existing ten (10) sewer services were deemed in good condition based on the I/I investigation and lateral rehab is not proposed.

## ***III. SUMMARY OF SCOPE OF WORK – OAK AND PROSPECT STREETS***

The scope of the project will result in the replacement of aged and/or inadequate infrastructure along Oak and Prospect Streets, which includes the roadway, sidewalks, water, and sanitary sewer systems. The proposed construction will include the following elements:

- Pulverization of 3,250 square yards of roadway;
- Installation of 3,250 square yards of bituminous binder course and top course pavement;
- Installation of approximately 215 square yards of concrete sidewalk, approximately 400 square yards of hot-mix asphalt sidewalk, including nine sidewalk ramps;
- Installation of 1,050 LF of 8-inch ductile iron water main, eight valves, two hydrants, and ten water services;
- Installation of 770 LF of new 12-inch HDPE/PVC drain pipe;
- Installation of thirteen catch basins and nine drain manholes;
- Installation of 1,800 LF of new curb/berm;
- Rehabilitation of 680 LF of 8-inch VC sewer pipe and sewer services with cured-in-



- place pipe liner; and
- Rehabilitation of six new sewer manholes.

The engineering design of the project has been completed and the entire project is anticipated to be constructed during the 2019 construction season.

#### PROPOSED PROJECT SCHEDULE

Task	Description of Task	Estimated Completion Date
1.0	Community Development Block Grant Award	July 2018
2.0	Preparation of Bidding Packages	August 2018
3.0	Bidding - Contractor Selection	September-November 2018
4.0	Construction begins	March 2019
5.0	Construction Complete	September 2019
6.0	Project Closeout	October 2019
<b>Project Duration</b>		<b>15 months</b>

#### IV. COST ESTIMATE DEVELOPMENT

In developing the cost estimate for the project, the Town of Ayer DPW reviewed the existing conditions and hired a consultant (Goldsmith, Prest & Ringwall, Inc.) to perform a topographic survey of the area. Based on the field survey and engineering design, the quantities were then entered into the Cost Estimate. The unit costs used in the cost estimate are based on recent project bidding results received by the Town of Ayer DPW as well as the latest average bid prices from the Massachusetts Department of Transportation (MassDOT). In addition, the Town of Ayer completed a similar project in 2016 for the reconstruction of Pleasant Street under CDBG and has utilized costs from this project in the development of the Oak and Prospects Streets CDBG.

#### V. COST ESTIMATE

The proposed project is outlined above and is shown on the plans that are attached to this report. The estimated cost to complete this work is summarized in the Cost Estimate spreadsheet included as an Attachment.

The Cost Estimate for Prospect and Oak Street Infrastructure Project is as follows:

Item Description	Estimated Cost
Construction Cost	\$796,583.29
Engineering Cost	\$50,000
<b>Total Cost</b>	<b>\$846,583.29</b>

Please note that additional funds to assist in this project will be provided by the Town as required; please refer to the additional funding letter provided by the DPW.

The above costs result in a construction cost of \$663 per linear foot. The Town of Ayer DPW believes the use of unit price bidding is an effective method to control construction costs. The Town intends to bid this project using the unit pricing method, and the detailed cost estimates identify the measurements and quantity of an item.

An 8% contingency allowance for this project has been established and included in our cost estimate. It should be noted that construction costs have risen dramatically over the past three to five years. To account for potential cost differences from 2018 to 2019, when the project would be constructed, an escalation factor of approximately 2% has been included.

The above costs anticipate that the work will be completed using prevailing wages and be completed to State and Federal Standards.

### ***III. CONSTRUCTION CONTINGENCY PLANNING***

The Town of Ayer has developed a cost containment plan, in the event bidding prices are higher than estimated. The cost containment plan will include the use of a deduct alternates during the bidding process. The deduct alternates will include things such as installing bituminous concrete sidewalks instead of cement concrete sidewalks.

### ***IV. PERMITS***

Based on our review of the project, the following permits are not required: Ayer Conservation Commission Approval, Ayer Site Plan Approval, Planning Board Approval, Zoning Board Approval, Special Permit, and MassDOT Approval.

### ***V. MAINTENANCE OF INFRASTRUCTURE***

The Town of Ayer Water, Highway, and Wastewater Departments are responsible for the operation and maintenance of the existing infrastructure along Oak and Prospect Streets and will continue to operate and maintain the new infrastructure that is proposed to be installed. Maintenance of the new infrastructure will include:

- Exercising water system main line valves and hydrants valves.
- Annual water main flushing using hydrants.
- Visual inspection of sewer manholes and cleaning.
- Visual inspection of drainage structures and cleaning of sumps.
- Street sweeping to remove accumulated sand from the street during each spring season.

The Town of Ayer, through the annual budget process, funds costs associated with maintenance of the infrastructure. Since the project is a replacement of existing infrastructure it is expected that the overall maintenance costs for Oak and Prospect Streets will be less than those experienced by the Town during past years. It is estimated that the Town will save approximately \$10,000 to \$15,000 per year just in emergency response costs related to water main breaks, sidewalk and pavement patching.

# PROSPECT AND OAK STREET INFRASTRUCTURE IMPROVEMENTS PROJECT

## NATIONAL OBJECTIVE COMPLIANCE

### PROSPECT AND OAK STREET INFRASTRUCTURE PROJECT

This project meets the National Objective of “Benefit to Low and Moderate Income (LMI) Persons” on an “Area-Wide Basis”. Between November 2017 and January 2018 staff of the Ayer Office of Community & Economic Development (AOCED) conducted an Income Survey (*by means of both conventional mailings & house-to-house interviews*) of the households within the Project Area resulting in verification that 67% of Prospect Street and 78% of Oak Street project area's residents are Low and Moderate Income Persons.

## **IDENTIFYING THE PROJECT'S SERVICE AREA**

The Service Area of the proposed infrastructure project is located on Prospect Street (*between Elm St. & Oak St.*), and also located on Oak Street between (*East Main St. & Grove St.*). It is contained within US Census Tract 3251 and US Census Block 3251-5. Both Prospect Street and Oak Street are each two-blocks in length, both function as terminal vista streets; Prospect Street running on an east/west orientation, and Oak Street running on a north/south orientation. The proposed project would include the entire lengths of both urban neighborhood streets; historically laid-out (1847-1855). Prospect Street is a two-way street intersecting with both Oak Street and Elm Street, and Oak Street is a one-way street, northerly-directed, and intersecting with East Main Street. Prospect Street and Oak Street are entirely residential streets; with the exception of a portion of Prospect Street accommodating the rear building façade of the Northern Middlesex County District Courthouse. There are two surface parking lots associated with the District Courthouse that are accessed via School Street (which is not included in the proposed project). The project would address the entire length of both Prospect Street totaling approximately 800 feet, and the entire length of Oak Street – less a 30 ft. roadway section at the intersection of East Main Street - totaling approximately 400 feet.

The Town of Ayer is designated as an “Environmental Justice Community” by the Massachusetts Executive Office of Energy & Environmental Affairs (EOEEA) based upon both level of minority population and level of income. The 2016 US Census American Community Survey (ACS) reports that Ayer’s “Percent of Population in Environmental Justice Block Groups” is (53.3%), disturbingly - a figure higher than larger urban cities including Chicopee (50.9%), Framingham (47.6%), Leominster (50.8%), and close to Fitchburg (61.2%). The Service Area of the proposed project evidences that concentrations of poverty, and low to moderate income of the neighborhood population are being reinforced through poorly & unjustly designed basic neighborhood public infrastructure, combined with a legacy of insufficient infrastructure investment, inadequate maintenance, and disadvantageous inaccessibility.

Of noteworthy concern is that substantial and long-standing public infrastructure deficiencies have hit hardest those among Ayer’s most vulnerable population within the Service Area; including, “Female Head of Households”, “Individuals 65+ Years of Age”, “Hispanic or Latino Origin”, and “All Families”. In 2015, (12.1%) of the Ayer Target Area population lived below the poverty level; in 2014 (11.8%). In the Target Area, (55%) of “Female Head of Household with Related Children 18 Years & Under” & (65.7%) of “Female Head of Household with Related Children 5 Years & Under” live below the Poverty Line. Strikingly, this is higher than the City of Fitchburg (37.6% & 48%); the Town of Maynard (14.3% & 23.0%); and the City of Lowell (31.1% & 38.2%) *respectively*. In Ayer’s Target Area (16.9%) of residents “65 Years & Over” live below the Poverty Line; compared to City of Fitchburg (12.6%); City

## PROSPECT AND OAK STREET INFRASTRUCTURE IMPROVEMENTS PROJECT

of Leominster (10.0%); City of Lowell (14.4%). In Ayer's Target Area(88.1%) of residents "Hispanic or Latino Origin" live below the Poverty Line; compared to City of Fitchburg (34.4%); City of Leominster (30.0%); City of Lowell (39.3%). Within Ayer's Target Area (15.1%) live with a "Disability", (13.9%) are "Under the Age of 18", (41.8%) are "65 & Over", and (13.0%) are "Foreign Born".

The US Census Tract & Block Map clearly shows how this historic urban Ayer neighborhood was delineated, bordered, constrained, contained and made increasingly and effectively inaccessible throughout the past century. The western and northern US Census Block boundaries run exactly along the multi-track freight & passenger railroad lines (*an impenetrable & devastating barrier damaging household health, neighborhood safety, personal & first-responder accessibility, and environmental contamination*), the southern US Census Block boundary line runs along and through the length of Grove Pond (*contaminated by the US Dept. of Army/Ft. Devens & Railroads*), and the eastern boundary is the high-speed Ayer Rotary (*constructed in 1941 by US Dept. of Army which accommodates all the heavy, polluting & 24-hour tractor-trailer traffic volume in-and-out of the massive Regional Intermodal Rail/Truck Intermodal Facility located on Barnum Rd.*).

The westerly section of the "Grove Pond Neighborhood" is one of Ayer's two oldest urban neighborhoods, and has historically and is contemporarily characterized as isolated, visually detached, and often physically disconnected. Since 1849, at the very doorstep of the neighborhood were the expansive, oppressive, dangerous, never-idle, and deadly multi-track freight railroad yards of five intersecting railroad lines, known as "The Great Junction". The most toxic industries and most dangerous jobs were concentrated here, including tanneries, foundries, factories, massive railroad repair shops, and mountainous coal dumps.

Long-standing issues and deep concerns of environmental and social equity are strongly associated with the Service Area of the proposed project. Acknowledging and appreciating the characterization of the proposed project parameters, the Ayer Office of Community & Economic Development (AOCED) recognized the need to evidence the proposed project's Service Area so as to assure National Objective compliance. An Income Survey of the proposed project's Service Area evidenced and confirmed qualification as a LMI neighborhood/project site.

The residential housing stock of the project's Service Area was constructed between the mid-19<sup>th</sup> century and early 20<sup>th</sup> century. This westerly section of the Grove Pond Neighborhood, including Prospect Street and Oak Street, typifies a more compact and dense block, street, lot, and building pattern than the easterly section of the neighborhood. Many of the historic residential properties, originally single-family homes, have been - through the decades and generations - subjected to interior/exterior remodeling, additions, demolitions, damage, poor/dangerous repairs, code violations, conversions to apartments, rooming houses, and multi-families; some legal, some less than legal and potentially endangering life and property in the neighborhood.

To determine the proposed project Service Area the Ayer Office of Community & Economic Development (AOCED) analyzed each of the project components, including Water Service, Sewer Service, Street Storm Drainage Systems, Roadway Integrity, and Sidewalk Network Condition.

## PROSPECT AND OAK STREET INFRASTRUCTURE IMPROVEMENTS PROJECT

The Ayer Department of Public Works (DPW) produced Existing Conditions Report of the Prospect Street/Oak Street area that clearly delineated the Service Area/Project boundaries. Prospect Street currently has a 6-inch diameter cast-iron water main installed in 1898, which (DPW) has identified as obsolete and insufficient to provide adequate future fire protection to the neighborhood. A substantial portion of Prospect Street/Oak Street residents raised and expressed health concerns to (AOCED staff during neighborhood surveys, walking tours, and neighborhood gatherings) with regard to discolored and foul-smelling water from the tap.

Prospect Street and Oak Street sewer lines flow by gravity southward towards Grove Street. Replacement of portions and lining of the full length, of the clay sewer pipes installed in 1948 has been determined necessary by (DPW) resulting from the age of the deteriorated material, not the required line capacity. The need for substantially improved storm water drainage functionality for both Prospect Street and Oak Street was the issue most consistently raised by residents. The seriousness of this neighborhood infrastructure deficiency is evidenced by the fact that storm water catch basins are completely non-existent on Prospect Street, between Elm Street and School Street. Large pools of water stand on neighborhood streets, and pouring onto sidewalks, for days after storms in all seasons; and during winter when iced over cause demonstrable danger to residents unable to walk their neighborhood sidewalks, to resident motorists recklessly swerving around pooled street water obstacles threatening other resident motorists and residents walking neighborhood sidewalks, to neighborhood children walking/playing on sidewalks and riding bicycles on their streets, and to residents cars parked in front of their homes on-street. In addition, the destructive occurrence of obsolete and/or non-existent storm water street infrastructure has through freezing and thawing of pooled water literally torn apart and disintegrated the street surface and sub-surface on Prospect Street and Oak Street.

The roadway surface and sub-surface infrastructure of Prospect Street and Oak Street have been substantially compromised due to obsolete water lines, disintegrating sidewalks, failed or non-existent storm water design and systems, and delayed maintenance. Therefore Ayer (DPW) has determined it necessary and timely to reconstruct the roadways of both Prospect Street and Oak Street. Through review, analysis and survey Ayer's municipal engineering staff have concluded that the proposed reconstruction will result no adverse impact on the surrounding area/s.

### **INCOME SURVEY METHODOLOGY**

#### Background

In order to determine whether the Prospect and Oak Streets project area meets the National Objective Area-wide Benefit to Low- or- Moderate Income Persons (24 CFR 570.483), Ayer conducted an income survey during the period from November 2017 through January 2018. Due to the fact that both street are only 2 blocks long, the Town determined that a 100% survey of the 20 housing units in the project area was needed.

The Prospect and Oak Streets project area's housing is a mix of single and multi-unit structures with a large number of rental units. With the exception of the rear building façade of the Northern Middlesex County District Courthouse Building, the street is entirely residential. To eliminate any perception of "bias" in the Pleasant Street LMI Survey, the Town implemented the following procedures:

## PROSPECT AND OAK STREET INFRASTRUCTURE IMPROVEMENTS PROJECT

1. The survey instrument (questionnaire), informational materials, publicity, etc. all were reviewed by multiple persons to screen out potential bias or "leading" language.
2. For telephone and door-to-door follow-up surveying, the Office of Community Development used a script for the department personnel to use. These instructions were clear about avoiding "biased" or "leading" questions or comments during survey interviews. (See sample script below.)
3. As further protection to avoid any risk of bias while the survey process was underway, OCD staff did not divulge the in-progress tabulation (percentage of LMI) to residents. OCD staff handled all distribution of surveys and conducted all interviews. During the process "Progress reports" were limited to the response rate obtained, and the need to follow-up with residents who hadn't responded. The actual results were not disclosed until the survey process and tabulation was complete.

At the completion of the 2018 survey process, the Town reliably estimated that 69% of the project area's survey Prospect & Oak Streets population was lower to moderate income. The survey tabulation and the HUD Survey Worksheet are included below.

### Selecting the Sample

The Service Area of the proposed infrastructure project is located on Prospect Street (*between Elm St. & Oak St.*), and also located on Oak Street between (*East Main St. & Grove St.*). Both Prospect Street and Oak Street are each two-blocks in length, both function as terminal vista streets. In the 2018 survey, 18 units were occupied, two units was vacant, yielding a *potential* of 18 households, The Town identified these 49 units using water meter billing addresses and cross-checked the addresses against the Town's 2017 Street List to confirm household size and that all households were included in the universe. Visual inspection and returned mail from the Post Office confirmed 2 of the 20 units (one unit in a two-family dwelling and one unit in a 4-unit structure) were vacant at the time of the survey. For the purposes of the Visual inspection showed no new units under construction or recently built.

### Developing the Questionnaire

The Town prepared a questionnaire for the Prospect & Oak Street project that provided a brief background on the grant application process and asked residents to indicate their household size and income. (Sample survey form is attached) The survey form was mailed to all households in the Prospect & Oak Street project area. The survey was conducted from November 2017 to early January 2018, thus LMI status for households is based upon FY17 income limits. The Town used the Department of Housing and Urban Development's Section 8 Income Limits for the Boston-Cambridge-Quincy HMFA to determine income ranges representing "low", "moderate", and "over" income levels. The survey did not indicate which level corresponded with each category, nor was any reference to the particular income limits made. To further ensure that the collected responses were not biased, the Town prepared scripts for door-to-door and telephone surveyors to use when following-up on mailed surveys.



# PROSPECT AND OAK STREET INFRASTRUCTURE IMPROVEMENTS PROJECT

## Conducting the Survey

### *2018 Prospect & Oak Streets Survey Procedures*

Ayer conducted the Prospect & Oak Street survey by directly mailing a survey to each household and following-up with a second mailing and phone and/or door-to-door interviews, as needed. The Town mailed the surveys to all Prospect & Oak Street residents on November 16, 2017 and requested that residents respond by December 8, 2017. To increase publicity and participation, the survey was discussed at November 2017 Board of Selectmen's meetings. The staff of the OCED followed up the mailing with visits to the street twice on Tuesday evenings at 4pm and 3 separate Saturday morning visits to the street. Phone calls were made to encouraging residents to respond.

A script was prepared for the follow up phone calls or in-person interviews by the Town grant staff (See attached script). The 3 unresponsive households did not return messages left by the Town, or had unlisted phone numbers. Staff went door-to-door in an attempt to gather data from the unresponsive units. For the remaining 3 unresponsive units, staff obtained their household size from the Town Clerk, and counted them as "over-income." The 4 vacant units were listed as having zero residents.

	# of units	# of persons
Respondents	18	36
Non-Respondents	3	5
Vacant Units	2	0
Temporarily Vacant	0	0

## Determining the Results

Since the Town conducted a 100% survey of the universe, the survey results are as accurate as possible. At the conclusion of the 2018 survey, the Town obtained an 83% (15 of 18 occupied units) response rate. For the purpose of calculating the area's LMI percentage, the 3 households that did not respond were presumed to be over-income. The total household "population" from these properties was obtained from the Town Clerk. With the requirements that the Area LMI is determined by residents, not by households, the 2 vacant units were recorded as having zero residents on the survey results. The 2018 LMI survey results show that at least 69.50% of people currently living in the Prospect and Oak Street project area qualify as low- or moderate-income. Due to the thorough nature of the survey methodology (i.e., the Town surveyed every household, rather than just a sample), the Town has confidence in the results. By counting the non-responses as over-income, the estimated LMI percentage is conservative and very likely under-estimates the actual percentage.

## Documenting the Outcome

The Ayer Community Development Office retains the completed Prospect & Oak Street project area questionnaires for the 2018 survey. All questionnaires were coded in order to track responses. Throughout the process, the Town was careful to preserve the confidentiality of the surveys. All 2015 surveys were received in sealed envelopes. The Community Development Office maintains a database containing the names, addresses, code numbers, and responses of each Prospect & Oak Street project area household for the sole purpose of documenting National Objective eligibility and will not use this information for any other purpose.



# DEPARTMENT OF PUBLIC WORKS

Mark L. Wetzel, P.E., Superintendent  
Daniel Van Schalkwyk, P.E., Town Engineer



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

## MEMORANDUM

Date: August 9, 2018, 2018  
To: Board of Selectmen  
From: Mark Wetzel, P.E. Superintendent of Public Works  
Subject: August 14, 2018 Meeting Agenda Items

1. **Vote of Intent to Layout Norwood Avenue located within Elizabeth Estates Subdivision (between Highland Ave and Washington Street** – See attached memo and “Intention to Layout” document for approval by the Board. The proposed schedule for Acceptance is as follows:

- Tues Aug 14th – BOS vote intention to layout street
- Tues Sep 11th – Planning Board makes recommendation to BOS
- On/by Tues Sep 25th (i.e. 7 days prior to Oct 2nd BOS meeting) - Notices sent to landowners on the street
- Tues Oct 2nd – BOS vote to layout street
- On/by Monday Oct 15th (i.e. 7 days prior to Oct 22nd Town Meeting) - Town Clerk records BOS vote
- Monday Oct 22nd – Fall Town Meeting votes to accept the street

2. **Approval of Change Orders 2 and 3 for Triumph Modular Inc.** – Attached for signature by the Chairman are change orders for the construction of the DPW Modular Administration Building as follows:

- Change Order 2 – Floor Hatch for crawl space \$ 901.43
- Change Order 3 – Additional network and TV wiring \$1,298.85

The total contract price is increased to \$1,083,826.28

3. **Approval of Change Order 1 for J D’Amico Inc** – Attached is Change Order No.1 for J. D’Amico Inc. for the Pearl Street Water & Sewer Relining Contract. This Change order is for replacement of 5 catch basins and connecting drain piping at two locations where the existing drainage infrastructure is deteriorated. The change order amount is \$48,579.81, increasing the total contract to \$374,739.68. For signature by the Chairman.

4. DPW Project Updates – I will provide project updates for:

- Water supply status and conservation efforts
- PFAS Water Treatment at Grove Pond Wellfield
- LED Streetlight Conversion
- East Main Street Transportation Improvement Project
- West Main Street Bridge
- Main Street TIP Application
- Scully Road

# Item 1



## DEPARTMENT OF PUBLIC WORKS

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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 9, 2018

To: Ayer Board of Selectmen

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

Re: Intention to Layout Road for Acceptance

Mr. Robert Prescott of North Shirley Realty Trust has requested that the Town accept the section of Norwood Avenue, within the Elizabeth Estates Subdivision (between Highland Ave and Washington Street). Upon affirmative vote to layout the road, we will notify the Planning Board for a non-binding approval, notify abutters with easements related to the roadway and then recommend that the Board vote to layout the street. The final acceptance will require a two third vote at Fall Town Meeting.

The DPW recommends the Board of Selectmen vote intention to layout Norwood Avenue within the Elizabeth Estates Subdivision as public ways as the first step toward road acceptance.

Regards,

**AYER PUBLIC WORKS DEPARTMENT**



Mark L. Wetzel, P.E.  
Superintendent

# DAVID E. ROSS ASSOCIATES, INC.

*Civil Engineers, Land Surveyors, Environmental Consultants*

August 7, 2018

Town of Ayer  
Board of Selectmen  
1 Main Street  
Ayer, Ma. 01432

**Re: Petition for Street Acceptance**

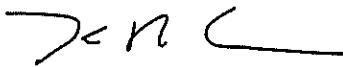
Norwood Avenue  
"Elizabeth Estates"  
Ayer, Ma.  
Project No.15105

**Dear Board Members,**

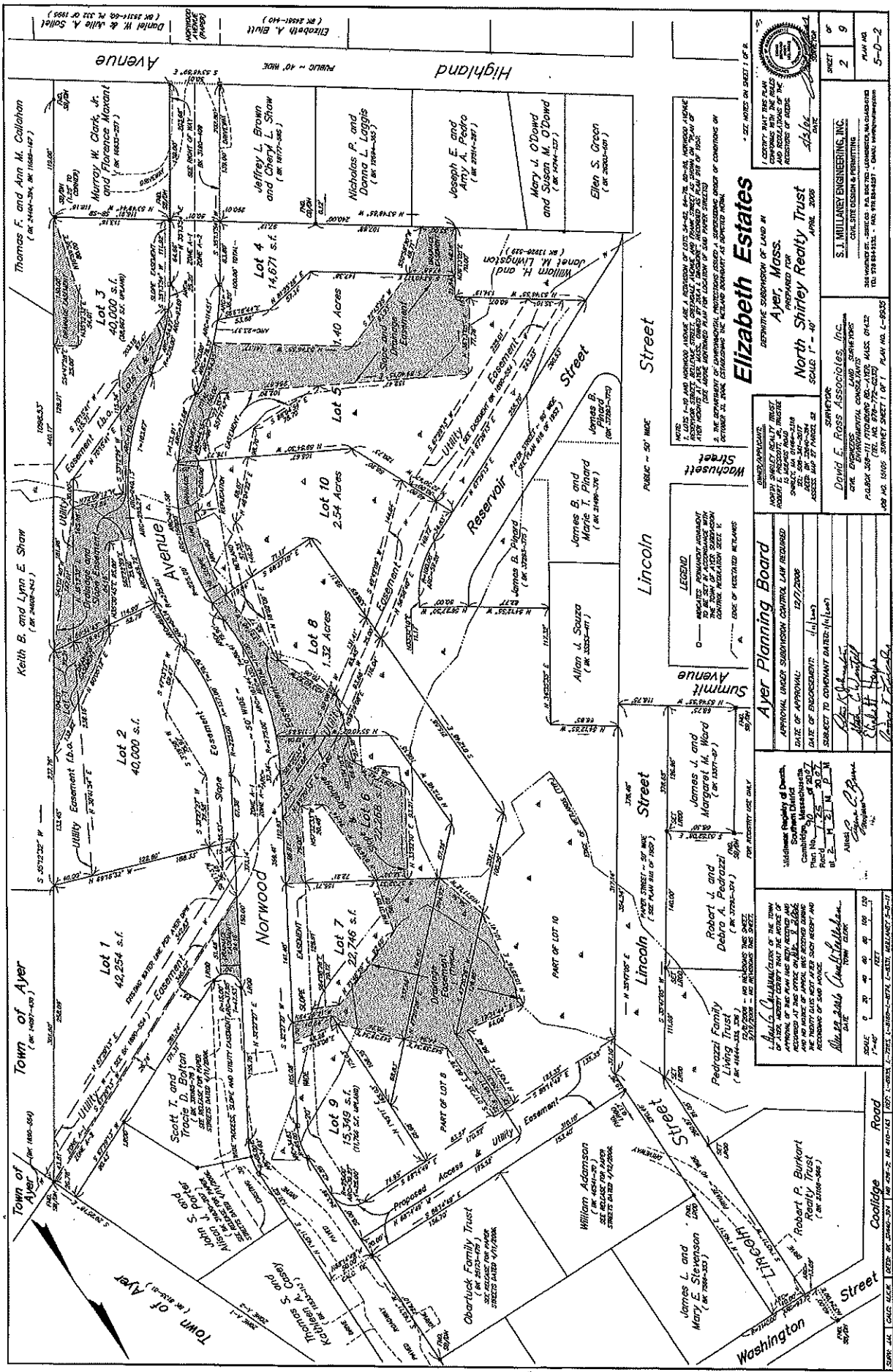
On behalf of our client North Shirley Realty Trust this office is petitioning the Board of Selectmen for street acceptance of Norwood Avenue located between Washington Street & Highland Avenue.

Enclosed please find the approved Definitive Subdivision Plan endorsed by the Planning Board on 1/11/2007 and recorded at the Middlesex South District Registry of Deeds as Plan 90 of 2007. This office has already submitted the Road Asbuilt plan to the Department of Public works for review and comments and we look forward to any recommendations from any Town agencies. If you have any comments or questions regarding the contents of this correspondence please contact the undersigned.

Very Truly Yours;  
David E. Ross Associates, Inc.:



**Kevin R. Conover**



**Elizabeth Estates**  
 DEFINITIVE SUBDIVISION OF LAND IN  
 Ayer, Mass.  
 PREPARED FOR  
**North Shirley Realty Trust**  
 SCALE: 1" = 40'

**S.I. MILLANEY ENGINEERING, INC.**  
 CIVIL ENGINEERING AND SURVEYING  
 100 STATE STREET, SUITE 200  
 AYER, MASSACHUSETTS 01801  
 TEL: 978-834-1111 FAX: 978-834-1112  
 E-MAIL: SMILLANEY@SNET.NE.VERIZON.NET

**Ayer Planning Board**  
 APPROVAL UNDER SUBDIVISION CONTROL LAW REQUIRED  
 DATE OF APPROVAL: 12/27/2008  
 DATE OF ENDORSEMENT: (1/1/09)  
 SUBJECT TO GOVERNMENT DATED: (1/1/09)

**James J. and Margaret M. Ward**  
 (AKA 1087-09)  
 JUDICIAL DEPARTMENT OF THE TOWN OF AYER, MASSACHUSETTS  
 COMMISSIONER, MASSACHUSETTS  
 PLAN NO. 710  
 U.S.E. 1 2 3 4 5 6 7 8 9 10  
 AVER, MASSACHUSETTS

**Robert J. and Debra A. Pedrazzi**  
 (AKA 1088-07)  
 JUDICIAL DEPARTMENT OF THE TOWN OF AYER, MASSACHUSETTS  
 COMMISSIONER, MASSACHUSETTS  
 PLAN NO. 710  
 U.S.E. 1 2 3 4 5 6 7 8 9 10  
 AVER, MASSACHUSETTS

**James L. and Mary E. Stevenson**  
 (AKA 1088-05)  
 JUDICIAL DEPARTMENT OF THE TOWN OF AYER, MASSACHUSETTS  
 COMMISSIONER, MASSACHUSETTS  
 PLAN NO. 710  
 U.S.E. 1 2 3 4 5 6 7 8 9 10  
 AVER, MASSACHUSETTS

**Robert P. Burkart Realty Trust**  
 (AKA 1088-04)  
 JUDICIAL DEPARTMENT OF THE TOWN OF AYER, MASSACHUSETTS  
 COMMISSIONER, MASSACHUSETTS  
 PLAN NO. 710  
 U.S.E. 1 2 3 4 5 6 7 8 9 10  
 AVER, MASSACHUSETTS

DATE	12-27-08
SCALE	1" = 40'
PLAN NO.	5-D-2
SHEET	2
OF	9

1:25.07  
 2:21 PM  
 90

## Item 2



<b>PROJECT: (Name and Address)</b> Ayer DPW Modular Administration Building 25 Brook St Ayer, Mass 01432	<b>CHANGE ORDER NUMBER:</b> 002 <b>DATE:</b> 18-Jan-2018 <b>CONTRACT DATE:</b> 31-Oct-2017 <b>ARCHITECT'S PROJECT NUMBER:</b> <b>OWNER'S NUMBER:</b> 001 <b>TRIUMPH'S PROJECT NUMBER:</b> 17-007
<b>TO CONTRACTOR:</b> Triumph Modular Inc. 194 Ayer Road Littleton, MA 01460	

The Contract is changed as follows: (Include all changes in the work below)

1	Floor Hatch - 50%	\$858.50
3	OH&P 5%	\$42.93

The Original Contract Sum	\$1,100,526.00
Net change by previously authorized Contract Change Orders	(\$18,900.00)
Contract Amount Prior to this Change	\$1,081,626.00
Net Value of this Contract Change Order	\$901.43
Revised Contract Sum, including this Contract Change Order	\$1,082,527.43

The Contract time due to this Change Order is to be determined at a later date.

Ayer DPW _____ ARCHITECT (Firm Name)	Triumph Modular Inc. _____ CONTRACTOR (Firm Name)	Town Of Ayer Public Works _____ OWNER (Firm Name)
ADDRESS _____ BY (Signature) _____ (Printed Name) _____ DATE _____	ADDRESS _____ BY (Signature) _____ (Printed Name) _____ DATE _____	ADDRESS _____ BY (Signature) _____ (Printed Name) _____ DATE _____



**Change Order #:** 1/2

**Date:** 1/17/2018  
**Job Description:** In Floor Hatch, Labor, Steel  
**Customer:** DPW  
**Job Number:** 177012  
**Contract Change:** To install a in floor hatch system, steel, labor  
**Proposal Request:**

**Change Description:**

**TOTALS**

Direct Materials		\$1,716.86	\$1,716.86
Sales Tax		0.00%	\$0.00
Direct labor	MH	Rate	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
Rental Equipment			\$0.00
Sales Tax		6.00%	\$0.00
<b>Subtotal</b>			<b>\$1,716.86</b>
<b><u>Subcontractors Work:</u></b>			
Labor			
Subcontractor		\$0.00	\$0.00
<b>Subtotal</b>			<b>\$0.00</b>
Profit/Overhead		0.00%	\$0.00

**TOTAL THIS REQUEST** **\$1,717**

Signed: Harold Caldwell  
 Harold Caldwell, Project Manager



<b>PROJECT: (Name and Address)</b>	<b>CHANGE ORDER NUMBER:</b>	<b>003</b>
Ayer DPW Modular Administration Building	<b>DATE:</b>	05-Apr-2018
25 Brook St	<b>CONTRACT DATE:</b>	31-Oct-2017
Ayer, Mass 01432	<b>ARCHITECT'S PROJECT NUMBER:</b>	
	<b>OWNER'S NUMBER:</b>	001
	<b>TRIUMPH'S PROJECT NUMBER:</b>	17-007
<b>TO CONTRACTOR:</b>		
Triumph Modular Inc.		
194 Ayer Road		
Littleton, MA 01460		

The Contract is changed as follows: (Include all changes in the work below)

1	Add 8 tv receptacles & 8 outlets per customer request.	\$1,237.00
2	5% OH&P	\$61.85

The Original Contract Sum	\$1,100,526.00
Net change by previously authorized Contract Change Orders	(\$18,900.00)
Contract Amount Prior to this Change	<del>\$1,081,626.00</del>
Net Value of this Contract Change Order	\$1,298.85
Revised Contract Sum, including this Contract Change Order	\$1,083,826.28
The Contract time due to this Change Order is to be determined at a later date.	

<u>Ayer DPW</u> ARCHITECT (Firm Name)	<u>Triumph Modular Inc.</u> CONTRACTOR (Firm Name)	<u>Town Of Ayer Public Works</u> OWNER (Firm Name)
<u>194 Ayer Rd, Littleton, MA 01460</u> ADDRESS	<u>194 Ayer Rd, Littleton, MA 01460</u> ADDRESS	<u></u> ADDRESS
<u>Mark Wetzel P.E.</u> BY (Signature)	<u>Elizabeth Field</u> BY (Signature)	<u></u> BY (Signature)
<u>4/9/18</u> DATE	<u>4/5/2018</u> DATE	<u></u> DATE



3

**Change Order #:** 4

**Date:** 4/3/2018  
**Job Description:** Add 8 tv recepticals and 8 outlets with stub up.  
**Customer:** DPW TRIUMPH  
**Job Number:** 177012  
**Contract Change**  
**Proposal Request:**

Change Description:		TOTALS
Direct Materials	\$1,237.00	\$1,237.00
Sales Tax	0.00%	\$0.00
Direct labor	Rate	\$0.00
	0 \$0.00	\$0.00
	0 \$0.00	\$0.00
	0 \$0.00	\$0.00
	0 \$0.00	\$0.00
Rental Equipment		\$0.00
Sales Tax	6.00%	\$0.00
<b>Subtotal</b>		<b>\$1,237.00</b>
<b><u>Subcontractors Work:</u></b>		
Labor		
Subcontractor	\$0.00	\$0.00
<b>Subtotal</b>		<b>\$0.00</b>
Profit/Overhead	0.00%	\$0.00
<b>TOTAL THIS REQUEST</b>		<b>\$1,237</b>

Signed: Harold Caldwell  
 Harold Caldwell, Project Manager

## Item 3



# Change Order No. 1

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project: Pearl Street Water Main	Owner: Town of Ayer, MA	Owner's Contract No.: 18DPW04
Contract: Pearl Street Water Main Replacement And Sewer Relining		Date of Contract: May 17, 2018
Contractor: J. D'Amico, Inc.		Engineer's Project No.:

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

Description: Replace five stormwater catch basins and connecting drain pipes on Pearl Street at two locations

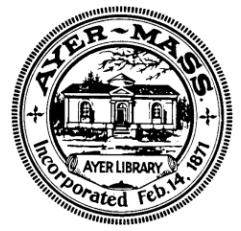
Attachments: (List documents supporting change): J. D'Amico Time & Materials Quotes For Area 1 (Pearl at Groton St), Area 2 House No. 41 Pearl Street

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$ <u>325,754.64</u>	Original Contract Times: <input checked="" type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): <u>August 30, 2018</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>325,754.64</u>	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): <u>August 30, 2018</u>
Increase of this Change Order:  \$ <u>48,579.81</u>	Increase of this Change Order: Substantial completion (days or date): <u>30 days</u> Ready for final payment (days or date): <u>45 days</u>
Contract Price incorporating this Change Order:  \$ <u>374,739.68</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>September 30, 2018</u> Ready for final payment (days or date): <u>October 15, 2018</u>

RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized Signature)	ACCEPTED: By: _____ Owner (Authorized Signature)	ACCEPTED: By: _____ Contractor (Authorized Signature)
Date: <u>8/8/18</u>	Date: _____	Date: _____

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

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

**MEMORANDUM**

**DATE:** August 10, 2018

**TO:** Ayer Board of Selectmen

**FROM:** Robert A. Pontbriand  
Town Manager

**SUBJECT: Town Manager's Report for the August 14, 2018 Board of Selectmen's Meeting**

Dear Honorable Selectmen,

I am pleased to transmit to you the following Town Manager's Report for the August 14, 2018 Board of Selectmen's 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 offer a brief Administrative Update on the various activities, initiatives, and projects of the Administration since the last BOS Meeting on Tuesday, July 17, 2018.
- I have reviewed, approved, and signed the following Town Warrants since the BOS last met on July 17, 2018:
  - A/P Warrant #19-01A in the amount of \$1,651,932.85 reviewed/approved/signed on 7/3/2018  
*(Note: Inadvertently omitted from the July 17, 2018 TM Report)*
  - A/P Warrant #18-25 in the amount of \$1,394,162.24 reviewed/approved/signed on 7/17/2018
  - Payroll Warrant #19-01 in the amount of \$409,996.31 reviewed/approved/signed on 7/17/2018
  - A/P Warrant #19-01 in the amount of \$2,685,634.63 reviewed/approved/signed on 7/24/2018
  - Payroll Warrant #19-02 in the amount of \$328,589.40 reviewed/approved/signed on 7/31/2108
  - A/P Warrant #19-02 in the amount of \$662,266.85 reviewed/approved/signed on 8/7/2018

BOS Opening of the 2018 Special Fall Town Meeting Warrant:

- It is respectfully requested that the BOS vote to officially open the 2018 Special Fall Town Meeting Warrant and approve the following warrant schedule as follows:
  - August 14, 2018: STM Warrant officially opened by the BOS
  - September 28, 2018, 12pm: Deadline for all Warrant Articles to the BOS Office
  - September 28, 2018, 12pm: Deadline for all Citizens Petitions to the Town Clerk
  - October 2, 2018: The BOS to review and approve the STM Warrant
  - October 5, 2018 by 12pm: The STM Warrant must go to print and processing to be mailed
  - October 22, 2018, 7pm: The 2018 Special Fall Town Meeting in the Auditorium of the Ayer Shirley Regional High School

Approval of Title Affidavit – Ridge View Heights:

- The BOS is respectfully requested to vote to approve the attached Title Affidavit for Ridge View Heights as reviewed and recommended by Town Counsel (See Attached)

Approval of the FY 2020 Budget Calendar:

- The BOS is respectfully requested to review and approve the attached FY 2020 Budget Calendar as first presented in DRAFT form to the BOS on July 17, 2018 (See Attached).

Approval of MART/Council on Aging Contract:

- The BOS is respectfully requested to review and approve the attached contract between MART and the Town of Ayer for the Council on Aging Transportation Services (See Attached).

September BOS Meeting Schedule:

- As the BOS is aware, Tuesday, September 4, 2018 is a State Primary Election and would normally be the first BOS meeting for September. However, per the Secretary of State, public meeting are not to be conducted at official polling places (Town Hall) during an election. Therefore, it is respectfully requested that the BOS discuss an alternate date for the BOS to meet. The BOS is already scheduled to meet on September 18<sup>th</sup> which is the third Tuesday of the month.

Thank you.

Attachments: Title Affidavit for Ridge View Heights  
FY 2020 Budget Calendar  
MART/Council on Aging Contract

**Affidavit under M.G.L. c. 183, § 5B**

Property Address: Lots 109 & 114  
Fox Run Drive  
Ayer, MA

Book: 50157

Page: 185

I, Robert Pontbriand, am the duly appointed Town Manager for the Town of Ayer, Middlesex County, Massachusetts with an address of 1 Main Street, Ayer, MA 01432, having personal knowledge of the facts herein stated, under oath depose and say as follows:

1. Reference is hereby made to the various variance decisions issued by the Ayer Zoning Board of Appeals to Crabtree Development Corporation listed on Exhibit A attached hereto. Said Variance Decisions contained conditions that Lots 109 and 114 in the Ridgeview Heights Subdivision (shown on a plan of land recorded with Middlesex South District Registry of Deeds as Plan 164 of 2005) shall be offered to the Town of Ayer. Such conditions also stated that if within six (6) months of said Lots being offered to the Town, said Lots were not accepted by vote of Town Meeting, then the conditions would have no further force and effect.

2. On numerous occasions, including February 26, 2008; August 26, 2008; March 4, 2011; April 4, 2011, the property owner offered said Lots 109 and 114 to the Town, and in each case the Town did not respond in the affirmative within the requisite six (6) months.

3. Since that time the land owner has maintained communication with the Office of the Board of Selectmen and offered the Lots to the Town, without affirmative response from the Board of Selectmen.

4. On \_\_\_\_\_, 2018 the Board of Selectmen, at a regularly scheduled public meeting voted to formerly notify the property owner that the Town of Ayer will not take title to said Lots 109 and 114, and authorized the Town Administrator to take whatever action is necessary to document said decision and clarify the record title to the Lots.

Executed under the penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Robert Pontbriand

COMMONWEALTH OF MASSACHUSETTS



On this \_\_\_\_ day of July, 2018, before me, the undersigned notary public, personally appeared Robert Pontbriand, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state government agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief and acknowledged to me that he signed it voluntarily for its stated purpose.

Seal

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**Certificate**

I, \_\_\_\_\_, hereby certify that I am an attorney at law with offices at \_\_\_\_\_, \_\_\_\_\_, Massachusetts, and that the facts stated in the foregoing affidavit are relevant to the title to the premises therein described and will be of benefit and assistance in clarifying the chain of title thereto.

\_\_\_\_\_  
Attorney



## EXHIBIT A

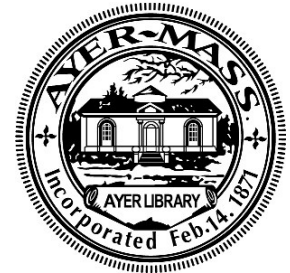
1. Variance, Case File 36-1-001, dated, May 23, 2006, recorded in Book 50157, Page 91.
2. Variance, Case File 36-1-002, dated, May 26, 2006, recorded in Book 50157, Page 94.
3. Variance, Case File 36-1-003, dated, May 26, 2006, recorded in Book 50157, Page 97.
4. Variance, Case File 36-1-004A, dated, May 26, 2006, recorded in Book 50157, Page 100.
5. Variance, Case File 36-1-104, dated, May 26, 2006, recorded in Book 50157, Page 103.
6. Variance, Case File 36-1-105, dated, May 26, 2006, recorded in Book 50157, Page 106.
7. Variance, Case File 36-1-106, dated, May 26, 2006, recorded in Book 50157, Page 109.
8. Variance, Case File 36-1-109, dated, May 26, 2006, recorded in Book 50157, Page 112.
9. Variance, Case File 36-1-110, dated, May 26, 2006, recorded in Book 50157, Page 115.
10. Variance, Case File 36-1-0-111, dated, May 26, 2006, recorded in Book 50157, Page 118.
11. Variance, Case File 36-1-112, dated, May 26, 2006, recorded in Book 50157, Page 121.
12. Variance, Case File 36-1-113, dated, May 26, 2006, recorded in Book 50157, Page 124.
13. Variance, Case File 36-1-114, dated, May 26, 2006, recorded in Book 50157, Page 127.
14. Variance, Case File 36-1-001, dated, July 2, 2007, recorded in Book 50157, Page 130.
15. Variance, Case File 36-1-002, dated, July 2, 2007, recorded in Book 50157, Page 133.
16. Variance, Case File 36-1-003, dated, July 2, 2007, recorded in Book 50157, Page 136.
17. Variance, Case File 36-1-004A, dated, July 2, 2007, recorded in Book 50157, Page 139.
18. Variance, Case File 36-1-104, dated, July 2, 2007, recorded in Book 50157, Page 142.
19. Variance, Case File 36-1-105, dated, July 2, 2007, recorded in Book 50157, Page 145.
20. Variance, Case File 36-1-106, dated, July 2, 2007, recorded in Book 50157, Page 148.
21. Variance, Case File 36-1-109, dated, July 2, 2007, recorded in Book 50157, Page 151.

22. Variance, Case File 36-1-110, dated, July 2, 2007, recorded in Book 50157, Page 154.
23. Variance, Case File 36-1-0-111, dated, July 2, 2007, recorded in Book 50157, Page 157.
24. Variance, Case File 36-1-112, dated, July 2, 2007, recorded in Book 50157, Page 160.
25. Variance, Case File 36-1-113, dated, July 2, 2007, recorded in Book 50157, Page 163.
26. Variance, Case File 36-1-114, dated, July 2, 2007, recorded in Book 50157, Page 166.
27. Variance, Case File 36-1-102, dated October 9, 2007, recorded in Book 71142, Page 227.
28. Variance, Case File 16-10-107, dated as filed with the Town Clerk on September 11, 2008, recorded in Book 71142, Page 232.
29. Variance, Case File 01-10-108, dated September 9, 2008, recorded in Book 71142, Page 237

# August 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14 BOS Meeting Open Fall STM Warrant	15	16	17	18
19	20	21 5:30 Bi-Board Meeting	22	23	24	25
26	27	28	29	30	31	

## FY' 20 DRAFT Budget/Town Meeting Calendar



# September 2018

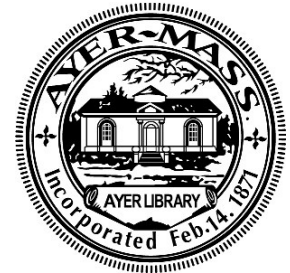
## Tasks

Set 1st  
BOS Mtg.

Schedule  
Bi-Board

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 State Primary Election	5	6	7	8
9	10	11	12	13	14	15
16	17	18 BOS Meeting	19	20	21	22
23	24	25 Setting the Tax Rate Public Infor- mation Session	26	27	28 Close Fall STM Meeting Warrant	29
30						

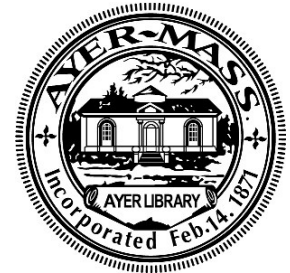
**FY' 20 DRAFT Budget/Town Meeting Calendar**



# October 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 Start Union Negotiations Capital Budget Directive Out	2 BOS approve Fall STM Warrant	3	4	5 Fall STM Warrant (or post-cards) to print	6
7	8	9	10 Fall STM Warrants (or postcards delivered)	11	12	13
14	15	16	17	18	19	20
21	22 Fall Special Town Meeting	23	24	25	26	27
28	29	30	31			

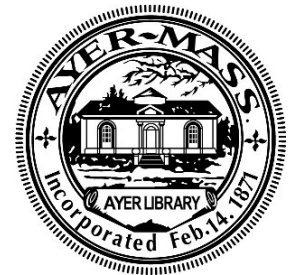
**FY' 20 DRAFT Budget/Town Meeting Calendar**



# November 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 Target of Free Cash Being Certified	2 FY' 20 Capital Requests Due	3
4	5	6 State Election	7	8	9 FY' 20 Operating Budget Directive Out	10
11	12 Town Hall Closed in Observation of Veteran's Day	13	14	15	16	17
18	19	20 BOS Public Hearing to Set FY'19 Tax Rate	21	22 Thanksgiving Town Hall Closed	23 Town Hall Closed	24
25	26	27	28 1st Capital Planning Meeting	29	30	

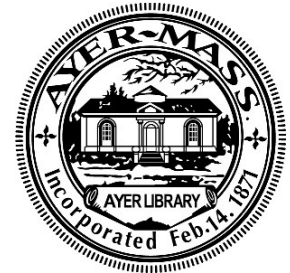
## FY' 20 DRAFT Budget/Town Meeting Calendar



# December 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5 2nd Capital Planning Meeting	6	7	8
9	10	11	12 3rd Capital Planning Meeting	13	14 FY'20 Budgets Due from Departments	15
16	17	18	19 FINAL Capital Planning Meeting	20	21	22
23	24 1/2 Day Town Hall Closed	25 Christmas Town Hall Closed	26	27	28	29
30	31 1/2 Day Town Hall Closed					

## FY' 20 DRAFT Budget/Town Meeting Calendar



# January 2019

## Tasks

Fin Com  
to meet  
with Dept.  
Heads

Town Acct  
Revenue  
Projections

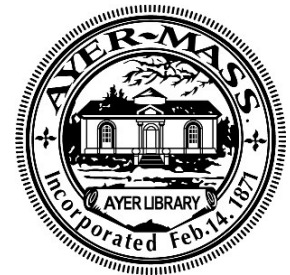
Water/  
Sewer Rate  
Model

Develop  
ambulance  
and solid  
waste rates

Town Mgr.  
Meet with  
Dept.  
Heads

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 Town Hall Closed in Observation of New Year's Eve	2 Town Report Directive Out	3	4 Dept. Budget and General Budget Worksheet to Fin-Com & BOS	5
6	7	8 5:30p Bi Board BOS	9	10	11	12
13	14	15	16	17	18	19
20	21 Town Hall Closed MLK, JR. Day	22 BOS	23	24	25	26
27	28	29	30	31		

**FY' 20 DRAFT Budget/Town Meeting Calendar**





# February 2019

## Tasks

Schedule  
OPEB Mtg

Town Acct  
Revenue  
Projections

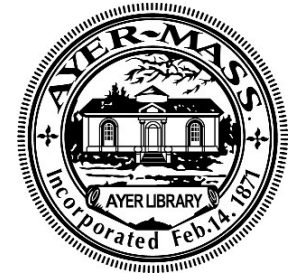
Water/  
Sewer Rate  
Model

Develop  
ambulance  
and solid  
waste rates

Town Mgr.  
Make  
COLA  
recommen-  
dation

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 Town Report Submissions Due  End Union Negs.	2
3	4	5 BOS	6 First Water/Sewer Rate Review Committee	7	8 Initial Fin-Com and BOS comments due on budget	9
10	11 Start Non-Union Negotiations	12	13	14	15 Health Insurance Rates Due	16
17	18	19 BOS Open Annual Town Meeting Warrant	20	21	22	23
24	25	26	27 Water/Sewer Rate Review Committee	28		

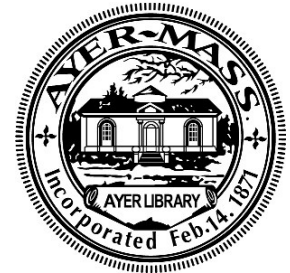
**FY' 20 DRAFT Budget/Town Meeting Calendar**



# March 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 Regional School Assessments Due	2
3	4	5 BOS Public Hearing— Water/Sewer Rates	6	7	8	9
10	11	12 Bi-Board	13	14	15	16
17	18	19 BOS End Non-Union Negotiations	20	21	22	23
24	25	26	27 Public Info. Session on Budget (Fin-Com/BOS)	28	29	30
31						

## FY' 20 DRAFT Budget/Town Meeting Calendar



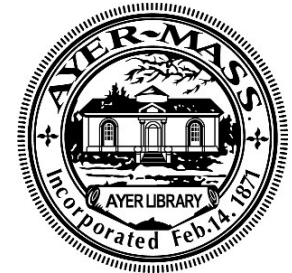
# April 2019

## Tasks

Approve  
UDAG  
Ec. Dev.  
Budget

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 Target CPC Estimated Revenues	2 BOS	3	4	5	6
7	8	9	10	11	12 Close ATM Warrant	13
14	15	16 BOS Approve and Finalize Budget and ATM Warrant	17	18	19 Warrant to printer	20
21	22 Town Election	23	24 ATM Warrants	25 Delivered	26	27
28	29	30				

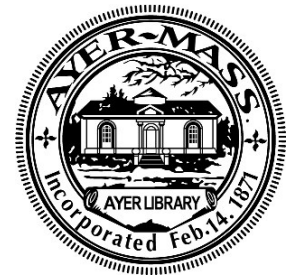
## FY' 20 DRAFT Budget/Town Meeting Calendar



# May 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13 Annual Town Meeting	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**FY' 20 DRAFT Budget/Town Meeting Calendar**



## MEMO

TO: COA / Senior Center Directors and Town Administrators / Managers for  
Communities Operating Council on Aging Van(s) Provided by MART

FROM: Bruno Fisher, Deputy Administrator

DATE: July 23, 2018

RE: Council on Aging Contracts

Based on numerous discussions with Town Managers / Administrators and COA Directors and contract revisions suggested by town counsels', MART is releasing the final Council on Aging contract.

The major changes which have been agreed upon are summarized below, along with the section within the agreement where each is located for ease of reference, as follows:

- Section I. C. 5 – Indemnification and Hold Harmless clause
- Section II – Contract effective date and duration amended
- Section IV. B. and G. – Language noting direct service costs to be reimbursed at 100 % and indirect costs to be reimbursed up to 33.333%.
  - Section IV. B. also notes 100% reimbursement for limited percentage of Monthly Dispatch Hours to be requested by COA and approved in writing by MART. MART has agreed to accept a portion of each Council on Aging's dispatcher hours as a direct service cost. Accordingly, the increase in allowable and reimbursable direct service costs would increase the indirect service costs (Administrative Overhead) that would be eligible for reimbursement.
- IV. D. – Reference to new reporting forms and to separation of the required data for each of the two (2) forms
- IV. G. – Summary of back up documentation needed for invoicing direct service costs to be reimbursed at 100 % and indirect costs up to 33%.
- VII. C. – Language regarding reimbursement of municipalities for the annual premium associated with the required insurance coverage at the beginning of each fiscal year (July 1st) up to a maximum of \$2,000 with accompanying invoice and appropriate back-up.
- Exhibit A – Revised to indicate the reduction of insurance requirement for auto liability to \$1,000,000, eliminated requirement for umbrella insurance coverage and added requirement for Additional Insured Endorsement CA 20 01 or equivalent
- Attachment I-C – Sample of CA 20 01 Insurance Policy Endorsement (**Required**)

- Exhibit D – New monthly ridership and supplemental report forms
- Exhibit E – Sample of new electronic invoice (The spreadsheet is being distributed w/ the contract, along with a narrative document which fully describes use of the electronic invoice)

As noted in the revised contract, in order to be eligible for reimbursement of a limited percentage of the monthly dispatcher(s) hours and corresponding wages as a direct service cost, each COA must seek approval, in writing, from MART. To seek approval, each COA Director must determine the average amount of hours spent daily on direct dispatching functions with the driver(s) of the COA (i.e. – communicating with drivers via radio and phone to keep routes updated, on time, and to respond to driver requests for assistance). The daily hours should be aggregated to a monthly total of hours requested to be reimbursed and then submitted as a written request to MART. Once approved, the hours can be included on the monthly invoice.

MART will assist, as needed, with any questions regarding execution of the agreement and transfer of insurance. Requests for assistance or questions should be directed by email or phone to Bruno Fisher @ [bruno.fisher@mrta.us](mailto:bruno.fisher@mrta.us) / 978.665.2263 or Adam Gromelski at [adam.gromelski@mrta.us](mailto:adam.gromelski@mrta.us) / 978.665.2275.

Upon review and acceptance of the agreement, please execute and submit two original copies of the contract document to MART, along with the required insurance documents to:

MART  
1427R Water Street  
Fitchburg, MA 01420  
Attention: Adam Gromelski

A fully executed contract original will be returned to the Town for their records. MART expects to complete the contracting process by August 31, 2018.

*Enc.*

C: Mohammed Khan, Administrator  
James Sluss, Chief Financial Officer  
Adam Gromelski, Project Manager

TRANSPORTATION SERVICE CONTRACT  
By and Between  
Montachusett Regional Transit Authority (MART)  
1427R Water Street  
Fitchburg, MA 01420  
and  
Town of Ayer  
1 Main Street  
Ayer, MA 01432

THIS AGREEMENT by and between the Town of Ayer, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with a Council on Aging office located at 1 Main Street, Ayer, MA 01432 (hereinafter referred to as “MEMBER COA”) and the Montachusett Regional Transit Authority, a body politic and corporate, and a political subdivision of the Commonwealth of Massachusetts, organized pursuant to the provisions of Chapter 161B of the Massachusetts General Laws and Chapter 1141 of the Acts of 1973, as amended (hereinafter referred to as “MART”)

**WITNESSETH:**

WHEREAS, the MEMBER COA desires to operate transportation services within its community on behalf of MART through its Council on Aging Department, which it may lawfully do so pursuant to Section 6(f) of Chapter 161B of the General Laws, as these services are for the elderly and disabled residents of the community; and

WHEREAS, the MEMBER COA represents that it is fully able and qualified to provide these services as presently constituted and any additional services upon reasonable notice and mutual agreement; and

WHEREAS, MART represents that it is willing to provide the MEMBER COA with a vehicle to provide transportation services and is fully capable and qualified to administer funding and oversight for these services;

NOW, THEREFORE, the parties do mutually agree as follows:

**I. ENGAGEMENT OF SERVICES**

- A. MEMBER COA hereby elects to perform and operate transportation services in their Town during normal business hours. These services are origin to destination trips and designated for the elderly and disabled (of any age) residents of the aforementioned Town. Each MEMBER COA shall inform MART of their Town’s decision in regards to service days and hours of operation on an annual basis.

Prior to any incidental use of the vehicle or use outside the designated timeframe, such use must be presented in writing and approved by MART. In addition, any incidental use during scheduled business hours must not impact the residents for which the primary purpose of the service is designed and all intended use must take

priority. (Examples of incidental use: Town shuttle for residents, a shuttle providing feeder connections to other MART services and/or the MBTA commuter rail, transit to support a local public event, etc.)

**B. Contract Documents:**

The contract documents shall include this Agreement with all accompanying schedules or exhibits.

**C. General Conditions:**

1. The MEMBER COA shall provide worker's compensation insurance as required by the laws of the Commonwealth of Massachusetts.
2. The provisions and conditions of this Contract must comply with Massachusetts General Laws, Chapter 161B, as amended, and any clauses deemed invalid shall not operate to invalidate the entire Contract.
3. As a condition of any assistance under this Agreement, the MEMBER COA shall to the extent that it may lawfully do so, and not otherwise, apply the rights, benefits and other employee protective conditions and remedies of the authorizing legislation that amends Chapter 53 of Title 49 of the U.S. Code of Federal Regulations (CFR) for the protection of the employees affected by the compensation received by the MEMBER COA for the services called for by this Agreement, insofar as state and federal funds are used by MART to compensate the MEMBER COA but in no event shall the termination of this Agreement, pursuant to the provisions hereof, be considered as adversely affecting the employees of the MEMBER COA.
4. The MEMBER COA shall provide liability insurance under the conditions stated on the attached Exhibit A.
5. The MEMBER COA shall, unless otherwise exempted by law, indemnify, defend and hold harmless the Montachusett Regional Transit Authority, Commonwealth of Massachusetts, including, without limitation, the Massachusetts Department of Transportation, their agents, officers and employees against any and all claims, liabilities and costs for any bodily injury, personal injury or property damage or other damages that the above listed parties may sustain, which arise out of or in connection with the MEMBER COA's performance under this agreement, including but not limited to the negligence, reckless or intentional conduct of the MEMBER COA, its agents, officers, employees or subcontractors. This provision shall survive the termination of this agreement.

**II. TERM OF CONTRACT**

This Agreement shall commence on the date the contract is processed and executed by MART. The Agreement will continue in force for the period of three (3) fiscal years and shall terminate on June 30, 2021 unless terminated sooner as provided for in this Agreement. The parties



further agree that this Agreement may be extended by written mutual agreement under such terms and conditions that are negotiated and signed by the parties hereto.

### **III. STAFF REQUIREMENTS**

- A. Member communities are responsible for soliciting, interviewing, and hiring their own Town employees for the goal of providing transit services within their community as dictated by the Town. The MEMBER COA shall hire duly licensed personnel as required by the Commonwealth of Massachusetts and the U. S. Department of Transportation (U.S. DOT). The MEMBER COA is responsible for obtaining any licenses which may be required to operate this service. The solicitation of and obtaining licenses for drivers of the COA's service are not reimbursable expenses.
- B. The majority of the personnel involved in providing these transportation services are considered Safety Sensitive Employees. Scheduling, dispatching, driving, directing, or maintaining a federally funded vehicle are "Safety Sensitive Functions" as that term is defined in 49 CFR Part 655. All Safety Sensitive Employees must be drug and alcohol tested in accordance with 49 CFR Part 655. The MEMBER COA must be a part of MART's Drug and Alcohol Program Consortium. The MEMBER COA may adopt MART's Policy or follow the town's federal U.S. Department of Transportation (USDOT) Program which must be reviewed by MART to ensure compliance with the CFR. Adopted policies by the member community shall be attached to this agreement.
- C. Prior to performing any transit work and subsequently receiving either full (operational) or partial (administrative) reimbursement for an employee who is deemed Safety Sensitive, the employee must pass a pre-employment physical and drug & alcohol screen.
- D. After these successful requirements the employee must attend and receive adequate training(s) based on the position they will be performing for the Town. All the required trainings are offered free of charge through MART's operating company at our training facility located at 840 North Main Street in Leominster, MA 01453.
- E. Staffing changes or suspensions regarding the COA Executive Director and Safety Sensitive personnel (as defined in Section III, §B.) must immediately be reported in writing to MART.

### **IV. COMPENSATION AND REIMBURSABLE EXPENSES**

- A. MART will reimburse for revenue service hours and services provided by the MEMBER COA. MART will not be responsible for payments made by the Town to the employee for longevity pay, as well as holiday, vacation, personal, sick, and Town suspension/discipline time wages.
- B. MART is obligated to monitor the services provided by all MEMBER COA's and the reimbursable charges invoiced. MART will reimburse the COA for one-hundred percent (100%) of direct service costs which include fuel costs, vehicle phone, minor repairs (oil, wipers, etc.), all driver hours, as well a portion of dispatcher wages to be

approved in writing by MART. Additionally, MART will reimburse COA indirect costs - overhead and administrative support - up to one-third (1/3) of the cost invoiced for direct service. The maximum allowable one-third indirect cost reimbursement is auto-calculated by the electronic invoice provided to all COA's in Exhibit E of this contract.

- C. The required back-up documentation for eligible expenses is determined by the type of reimbursement being requested and is outlined below in section G. MART will reimburse a MEMBER COA for the eligible expenses incurred for the operation of MART assigned vehicle(s) [as detailed in this agreement], as well as any town-owned vehicle which has been approved by MART for use in providing elderly and disabled transportation services.
- D. MEMBER COA invoices for reimbursement payment shall be submitted to MART no later than the 10<sup>th</sup> business day of the month following the month for which services were provided. Monthly invoicing shall be accompanied with a Ridership Report entitled "Mobility Assistance Program (MAP) Monthly Report" for each approved/reimbursable vehicle operated by the Member COA in the given month as well as the "Monthly Supplemental Report". Both of these forms can be found in Exhibit D.

The "Mobility Assistance Program Monthly Report" shall include:

1. Total Unduplicated Passengers (each unique passenger/client is counted only once per month) broken down by number of:
  - i. Elderly ambulatory;
  - ii. Elderly non-ambulatory \*(requires use of lift with or without wheelchair);
  - iii. Non-elderly ambulatory (Personal Care Assistant); and
  - iv. Non-elderly, non-ambulatory passengers \*(Disabled / Non-Elderly)
2. Number of Days service was provided;
3. Number of Hours vehicles were providing revenue service during the month;
4. Number of Miles the vehicle traveled in revenue service during the month;
5. Total Number of One-Way Trips Provided broken down by type or purpose as follows: Medical; Nutrition-related; Social/recreation; Shopping; other.
  - i. One-Way Trips are counted every time a passenger boards the van.
6. Revenue derived from passenger fares/donations. Also included on the monthly invoice for services as a deduction from the total reimbursement requested.

The "Monthly Supplemental Report" shall include:

1. Total Gallons of Fuel Consumed;
2. Number of Deadhead Hours<sup>1</sup> each month;
3. Number of Deadhead Miles<sup>2</sup> each month;
4. Number of Passenger Miles<sup>3</sup> Traveled (PMT) each month;

---

<sup>1</sup> Deadhead hours are the hours (minutes totaling hours) from the vehicle's start of service day until the time when the first passenger is picked up and the hours from the last drop off back to where the vehicle will be parked when out of service.

<sup>2</sup> Deadhead miles are the miles from the vehicle's start of service day until the odometer reading mile when the first passenger is picked up and the miles from the last drop off back to where the vehicle will be parked when out of service.

<sup>3</sup> Passenger Miles Traveled or PMT is the sum of the distances each passenger traveled during the month.

E. MEMBER COA's may utilize an additional van or larger van on an incidental basis as needed. This use requires MART approval and is contingent upon the availability of an additional van as to not impact MART's daily service provisions. All requests must be made a month in advance, in writing, and the requests will be fulfilled on a first come, first serve basis. The approval and reservation of the van is given back to the MEMBER COA in written form and is produced based on the date it is received. The Town will be assessed directly for this usage on an hourly basis depending on the size of the vehicle:

- \$25 – 10/12 passenger vans;
- \$30 – 16 passenger van.

All requests for use of a 16 passenger van must be accompanied with the CDL credentials of the driver for that date. The billable hours will be based on the time the vehicle is picked up, to the time it is returned.

F. The Town shall authorize a single staff person, who shall be approved to sign and submit the monthly invoice. All invoices shall be submitted on Town Letterhead and signed by the designated signatory. The Town agrees to keep its books and records in accordance with generally accepted accounting principles (GAAP) and will make available to MART, upon a thirty (30) day written notice, all books, records and supporting data needed by MART to perform an audit of the operations covered under this Agreement.

G. Monthly Invoices shall include the following supporting documentation for reimbursement processing:

**Direct Service Costs @ 100% Reimbursement:**

- Driver Staff: Town warrant or payroll listing all employees that are approved to perform services for given month along with the wages they were paid;
- Portion of dispatcher wages if approved by MART
- Fuel: store slips of Town receipts identifying quantity (# gallons) and pricing (No taxes will be reimbursed by MART for any fuel purchases) ;
- Minor Maintenance Expenses (Oil, wiper blades, etc. – (No taxes will be reimbursed by MART for any miscellaneous purchases); and
- Tolls.

**Indirect Costs @ 33% Reimbursement:**

- Dispatcher/Scheduler or other Administrative staff: Town warrant or payroll listing all employees that are approved to perform these services for any given month along with the wages they were paid;

- Office Telephone: carrier invoice clearly showing the monthly/current charges as they relate to COA transportation services only;
- Minor Miscellaneous Expenses: any requested reimbursement outside of the standard monthly invoicing must be pre-approved by MART and shall include reasoning for expense, exact product or service purchased, and back-up receipt.

### **Revenue Received**

- Passenger fare / donations revenue, indicated as a reduction from the total reimbursement requested on the monthly invoice.

H. MART reserves the right to suspend, withhold, or deny reimbursement to the Town in the event that there is reasonable cause for concern due to negligence, lack of due diligence, or service breach of anything contained herein including failure to comply with any requirements outlined in this agreement. If a payment is affected due to these conditions, adequate notice and documentation will be provided to both the Town and MEMBER COA for their immediate cure and correction. MART reserves the right to also terminate this agreement under paragraphs XI and XII.

### **V. OFFICIAL COMMUNICATION AND CORRESPONDENCE BETWEEN THE PARTIES**

Unless otherwise expressly required hereunder or by subsequent written notice sent by MEMBER COA or MART, all official communications and correspondence between the two parties shall be directed as follows:

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

Mohammed H. Khan, Administrator  
Montachusett Regional Transit Authority  
1427R Water Street  
Fitchburg, MA 01420  
(978) 345-7711

### **VI. OPERATING COMMUNICATIONS & DEPARTMENTS**

- A. Each MEMBER COA shall designate the following staff and titles to MART for daily communications:
- Primary Contact (Director);
  - Drivers, Dispatchers, Schedulers, etc.;
  - Emergency Contact Information for off-hour contacting.

- B. Exhibit B of this agreement includes a directory for all relative MART and operating company staff. This directory also identifies the area of operation where correspondence should be directed.
- C. The community must submit a COA Master sheet annually, as provided by MART, at the commencement of each fiscal year on or about July 1st. Information included on this sheet must include:
- physical address;
  - mailing address (if different);
  - primary contact's email address, telephone number, fax number;
  - primary contact person responsible for day-to-day operations ;
  - all dispatchers performing transit services;
  - all drivers performing transit services;
  - service hours, dispatching/scheduling hours;
  - fares or fare structure;
  - location where van is housed during off hours (no private or unauthorized locations);
  - and any pertinent community specific comments

## **VII. ASSIGNMENT OF VEHICLE & TOWN INSURANCE REQUIREMENTS**

- A. MART will be responsible for assigning vehicles to each MEMBER COA that is operating its own transit services (vehicle(s) listed in Attachment I-A). For any MEMBER COA that utilizes a Town-owned vehicle which has been approved by MART for use in providing elderly and disabled transportation services, the MEMBER COA must submit the required information on the provided form (Attachment I-B).
- B. The assigned vehicle will be chosen by MART and its operating company. All vehicles assigned to a community will be registered and licensed for operation by the Commonwealth of Massachusetts, in safe, working condition, for transportation services. MART will document the condition of the assigned vehicle prior to the MEMBER COA taking possession of the vehicle. The operation of the vehicle will be the Town's responsibility, but will be mechanically maintained by MART's operating company. In the event a community does not believe their vehicle is in condition to perform its daily work, they must immediately call the MTS/MTG Maintenance Garage numbers listed in Exhibit B of this agreement for further direction.
- C. The member community must insure their assigned vehicle through their own insurance policy (please reference Exhibit A for insurance requirements and Attachment I-C for required endorsement). Only the annual premium associated with this insurance will be reimbursed by MART at the beginning of each fiscal year (July 1<sup>st</sup>) up to a maximum reimbursement of \$2,000 with accompanying invoice for each MART assigned vehicle(s) and Certificate of Insurance listing MART as additionally insured as described in Exhibit A. The policy shall be provided to MART on an annual basis.
- D. MART will not reimburse any costs associated with any claim(s) including deductibles or required damage repairs that are within the deductible amount. Any damage caused to a vehicle assigned to a MEMBER COA will be the responsibility of the MEMBER

COA to repair. If MART is able to utilize in-house resources to affect a repair for appraised damage, the cost of the repair will be invoiced to the MEMBER COA by MART. In the event that a vehicle involved in an accident is deemed a total loss by the appraiser, the loss payee is the **Montachusett Regional Transit Authority**, as owner of the vehicle. Due to the specialized nature of the paratransit vehicles, a list of preferred collision repair centers has been included in Attachment A; however, collision repairs may be performed by any certified collision repair center.

#### **VIII. MEMBER COA VEHICLE RESPONSIBILITIES**

- A. The MEMBER COA is responsible for the day-to-day upkeep of their assigned vehicle(s) by MART. The overall appearance and functionality of the vehicle is both a reflection of the Town and the Council on Aging / Elder Services Department, as well as MART. MART reserves the right to inspect an assigned vehicle at any time and may also request an assigned vehicle be brought to a MART Maintenance Facility for mechanical or other inspections.
- B. The interior of the vehicle shall be cleaned on a daily basis. The exterior of the van should be cleaned on a weekly basis. MART maintenance facilities in Fitchburg and Gardner have Bus Washers which member COA's can utilize with advance notice. The vehicle's exterior is washed at MART whenever a vehicle is having Preventative Maintenance performed. All fluids shall be checked each time the vehicle is fueled. Fluids that must be checked include: oil, coolant, windshield wash, transmission, brake, and power steering. If COA Driver is unfamiliar with these fluids and/or the location of the related tank gauges in their assigned vehicle, mechanics can show and demonstrate this process upon request.
- C. Pre-trip inspections (Circle Checks) of the entire vehicle are a federal requirement of your assigned van. Drivers receive this training in their required MART trainings. The Circle Checks should be submitted via mail to the MART garage on a weekly basis. This allows our operating company and its mechanics to monitor the condition of our vans and determine any potential maintenance matters. Any immediate concern or safety issue that is noticed during this inspection shall be called into the garage immediately to receive a mechanic's determination; and potential van swap depending on the circumstance. It is also good practice for driver's to perform a post-trip inspection to ensure that the van's condition has not changed since the beginning of their daily route. This also covers the driver in the event there is a malfunction or damage noted after their use of the van.
- D. All MEMBER COA's must submit the mileage of the vehicle they currently have in their possession to MART's Fitchburg Garage on a weekly basis via telephone or facsimile. *It is preferred that the mileage be submitted every Monday morning.*

#### **IX. RESTRICTED USE:**

The van shall not be used for personal reasons. The van shall not be used in a drive-thru or enter under a covered structure, due to the van's height dimensions. The van shall not be used during off business hours or weekends without MART's prior



knowledge and approval. During off business hours, the van shall not be parked or stored at any personal address or location; the van shall always be parked and/or housed at a secure location owned by the Town (i.e. - COA, DPW, Town Offices, etc.).

## **X. FARE STRUCTURE**

- A. MEMBER COA's may establish their own fare structure, subject to MART Resolution previously passed by its Advisory Board, the minimum fare for any one-way trip shall be no less than twenty-five cents (\$0.25). In the event a Town does not collect the minimum fare threshold based on their annual ridership, MART will assess the Town directly for the difference between the anticipated fares and those that were received by the MEMBER COA.
- B. Fares shall be set and approved by the municipality or MEMBER COA and posted at scheduling locations so they are readily known to all their clients to avoid any discriminatory practices. One (1) Personal Care Attendant (PCA), who is qualified and approved to assist a client with their transit, may ride with the client free of charge. Additional escorts must pay full fare.
- C. Fare collection has a direct impact on the Town's Local Assessment; as the fares offset the Net Cost of Service for the community. There are other possibilities for off-setting revenue for the Town (ex. advertisement on assigned van) which would further decrease the Town's Local Assessment. All off-setting revenue structures outside Fares must be reviewed and approved by MART prior to implementation.

## **XI. TERMINATION OF AGREEMENT FOR BREACH**

- A. If at any time MEMBER COA fails to render services of proper quality or fails to perform the required transportation services, except for any such failure precipitated by causes beyond the control of the MEMBER COA, MART may give MEMBER COA written notice to correct such conditions or cure such default. If such conditions or default shall continue for fifteen (15) days after said written notice, then MART shall have the option to terminate this Agreement by giving written notice of ten (10) working days.
- B. If MART fails to make payment due under the terms of this Agreement, MEMBER COA may give written notice to cure such default. If such default shall continue for fifteen (15) days after said written notice, then MEMBER COA shall have the option to terminate this Agreement by giving written notice of ten (10) working days. In the event of such termination, MEMBER COA shall remain entitled to compensation for all services provided under this Agreement up to the date of termination.

## **XII. TERMINATION WITHOUT CAUSE**

- A. This Agreement may be terminated at any time by either party, for any reason, upon sixty (60) days written notice of termination to the other party. The date of termination

shall be stated in the written notice and shall be effective upon the date of receipt of such notice.

- B. The parties to this Agreement may, by mutual agreement, agree to terminate this Agreement with less than sixty (60) days' notice. The parties must agree in writing to the amended date.
- C. Termination of this agreement where the Town has decided to (a) decline any transit services in their Town or (b) have elected for MART and its operating company to perform the transit services for the Town.

### **XIII. COMPLETE AGREEMENT**

This Agreement, once executed, sets forth the entire agreement between the two parties with respect to the subject matter hereof and supersedes and discharges all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations. There are no oral conditions precedent to the effectiveness of this Agreement. No amendment, modification or termination of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by both parties. This Agreement is governed under the Laws of the Commonwealth. Member COAs shall not discriminate against any users involving the vehicle on the basis of race, religion, age, or sexual orientation.

### **XIV. SEVERABILITY**

If any term or provision set forth in this Agreement shall be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances, other than those to which it is held invalid or unenforceable, shall be construed in all respects as if such invalid or unenforceable term or provision were omitted.

### **XV. FORCE MAJEURE**

In the event of inability to supply all or certain parts of the services required under this Agreement, as a result of an employee strike beyond the reasonable control of MART, MART will use reasonable efforts to provide services of a similar quality to MEMBER COA in a manner consistent with its contractual obligations under this Agreement.

### **XVI. REQUIRED CLAUSES AND CERTIFICATIONS**

The attached Required Clauses, Contract Provisions and Certifications are included as part of this Contract in Exhibit C.



Executed as a sealed instrument:

\_\_\_\_\_  
Authorized Signatory Name

\_\_\_\_\_  
Authorized Signatory Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Town of Ayer

Montachusett Regional Transit Authority

Board of Selectmen Chairman or  
Signatory Authorized by the  
Board of Selectmen

Date \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBITS**

**DRAFT**

## Exhibit A

### **Insurance Requirements:**

Prior to commencement of the Operating Contract, the MEMBER COA shall procure, and thereafter maintain at its own expense, all insurance coverage as required by the terms of the Contract, at a minimum. The types of insurance and minimum policy limits specified shall be maintained in a form and from insurers acceptable to MART as set forth below. All insurers shall have at least an A- (excellent) rating by A.M. Best and be qualified to do business in the Commonwealth of Massachusetts.

This insurance will provide a defense and indemnify MART, but only with respect to liability for bodily injury, property damage or personal injury caused in whole or in part by the MEMBER COA's acts or omissions or the acts or omissions of those acting on the MEMBER COA's behalf.

To the extent that the MEMBER COA subcontracts with any other entity or individual to perform all or part of the MEMBER COA's Work under the Operating Contract, the MEMBER COA shall require the Subcontractors to furnish evidence of equivalent insurance coverage, in all respects, terms and conditions as set forth herein, prior to the commencement of work by the Subcontractor. In no event shall the failure to provide this proof, prior to the commencement of the Work, be deemed a waiver by MART of the MEMBER COA's or the Subcontractor's insurance obligations set forth herein.

In the event that the insurance company(ies) issuing the policy(ies) required by this exhibit deny coverage to MART, the MEMBER COA or the Subcontractor will, upon demand by MART, defend and indemnify MART at the MEMBER COA's or Subcontractor's expense.

### **Business or Commercial Automobile Liability and Physical Damage Insurance**

- \$1,000,000 combined single limit per accident covering all owned, leased, rented, hired and non-owned vehicles
- Collision and Comprehensive coverage: ACV less \$2,000 deductible for all vehicles subject to this contract, MEMBER COA is responsible for all deductible expenses incurred.

**Workers' Compensation and Employers' Liability Insurance:** statutory coverage as required by the laws of the Commonwealth of Massachusetts.

- \$500,000 Each Accident
- \$500,000 Each Employee for Injury by Disease
- \$500,000 Aggregate for Injury by Disease

MART, along with their respective officers, agents and employees shall be named as additional Insureds on the Business or Commercial Automobile Liability Policy, which must be primary with respect to these additional insured's. It is expressly understood by the parties to this contract that it is the intent of the Parties that any insurance obtained by MART is deemed excess, to the coverage(s) procured by the MEMBER COA, or any of their respective consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

Each party to the agreement shall be responsible for its own negligence related to any accident or insurance claim.

Prior to commencement, the MEMBER COA shall submit a Certificate of Insurance in favor of MART and a copy of the Additional Insured Endorsement CA 20 01 Lessor – Additional Insured and Loss Payee [see sample form – Attachment I-C] (or a form equivalent and acceptable to MART) as required hereunder. The Certificate of Insurance shall provide for thirty (30) days' written notice to MART for cancellation or any change in coverage. Copies of insurance policies shall promptly be made available to MART upon request.

**Preferred Collision Repair Centers**

**American Auto Body & Repair**

20 Moore St  
Leominster, MA 01453  
(978) 537-7042

**Custom Coach**

35 Lomar Park  
Pepperell, MA 01463  
(978) 433-3315

**Aldrich Auto Body & Repair, Inc.**

209 Lunenburg Street  
Fitchburg, MA 01420  
(978) 343-3738

**Attachment I-A**

**MART Owned Vehicle Information Needed for Insurance**

<b>Fleet #</b>	<b>Registration #</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>VIN#</b>	<b>W/C Lift</b>
2352	MRTA 532	2011	FORD	E-350 SD	1FDEE3FL9BDA83462	YES

DRAFT

## Attachment I-B

### Town-Owned Vehicle Information Needed by MART for NTD Reporting

The following information is *only* needed from the Member COA for the vehicle(s) owned by the Town for which you have approval from MART to invoice transportation services performed on said vehicles. This information is needed for data reporting by MART to the FTA's National Transit Database on a yearly basis. *If you only utilize a MART provided vehicle, please disregard this form.*

1. Vehicle Type – choose one from the following:

- Automobile
- Bus
- Cutaway (this is similar to the MART Paratransit Van)
- Minivan
- School Bus
- Sport Utility Vehicle (SUV)
- Van
- Other

2. Fuel Type: \_\_\_\_\_

3. Seating Capacity: \_\_\_\_\_

4. Ownership Type – choose one from the following:

- Owned Outright by Public Agency (includes Safe harbor lease agreements where only the tax title is sold.)
- Owned Outright by Private Entity
- True Lease by Public Agency
- True Lease by Private Entity
- Leased under Lease Purchase Agreement by a Public Agency
- Leased under Lease Purchase Agreement by a Private Entity
- Leased or borrowed from related parties by a Public Agency
- Leased or borrowed from related parties by a Private Entity
- Other

5. Funding Type – choose one from the following:

- Urbanized Area Formula Program (5307)
- Other Federal Funds
- Non-Federal Public Funds
- Non-Federal Private Funds

ATTACHMENT I - C

POLICY NUMBER:

COMMERCIAL AUTO  
CA 20 01 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LESSOR- ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

**SCHEDULE**

Insurance Company:	
Policy Number:	Effective Date:
Expiration Date:	
Named Insured:	
Address:	
Additional Insured(Lessor):	
Address:	
Designation or Description of "Leased Autos":	

ATTACHMENT I - C

Coverages	Limit of Insurance
Covered Autos Liability	\$ Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto" \$
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto" \$
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto" \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Coverage**

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the Who Is An Insured provision under Covered Autos Liability Coverage is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You;
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

**B. Loss Payable Clause**

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

**C. Cancellation**

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.**

**E. Additional Definition**

As used in this endorsement

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.



**Exhibit B**



**Contact Directory for Councils on Aging**

**Operating Company (MTS/MTG): Day-to-Day Communications**

**Telephone: 978-345-7711**

<b>Department</b>	<b>Title</b>	<b>Name</b>	<b>Extension(s)</b>	<b>Fax #</b>
MTS Garage (Fitchburg)	Coordinator	Jim Philbin	2240	978-345-2016
	Head Mechanic	Bill Field	2262	
Maintenance	Assistant GM	Andy Divoll	2242	
MTS Dispatch	Dispatch		2234 or 2264	978-343-9448
Trainings	Head Dispatcher	Mike Fortin	2234	
MTG Garage (Gardner)	Dispatchers	Scott Thibeau Scott Oja	2210 or 2211	
Administration	Assistant GM	Melissa L'Ecuyer	2259	978-534-5879
New Hire / Substance Testing	Secretary	Jane Pallotta	2258	
		Joann Lockhart	2260	
Accident Reporting	Secretary	Karen Gaitan	2206	978-534-5879
	Secretary	Nancy Fors	2202	
	General Manager	Phil Rocca	2261	

**Regional Transit Authority (MART): Policy and Executive Business**

Adam Gromelski – Project Manager: 978-665-2275 || Adam.Gromelski@mrta.us  
(Fax # 978-345-9867)

Bruno Fisher – Deputy Administrator: 978-665-2263 || Bruno.Fisher@mrta.us

Mohammed Khan – Administrator: 978-665-2233

**Mailing Address:**

M.A.R.T.  
1427R Water Street  
Fitchburg, MA 01420

*for Monthly Reporting, Board of Selectmen communication, COA Master-sheet updates  
“Attention: MTS” for Circle Checks, Employment Changes, Substance Testing, Accident Reporting*

## Exhibit C

### FTA REQUIRED CLAUSES FOR THIRD PARTY CONTRACTORS (MEMBER COA) AND SUB-AGREEMENTS

#### **I. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

(a) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to the Purchaser Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **XVII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. And U.S. DOT regulations, “Program Fraud Civil Remedies, “49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining the underlying contract or the FTA assisted project for which the contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extend the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **XVIII. ACCESS TO RECORDS**

(a) The Consultant shall permit the authorized representatives of the Authority, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to his performance under the contract until the expiration of three years after final payment under this contract.

(b) The Consultant further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Authority, the Department of Transportation and Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and

the right to examine any directly pertinent books, documents, paper and records of such subcontractor, involving transactions related to the subcontractor. The term "subcontract" as used in this clause excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination described above, for records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

#### **XIX. FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of contract.

#### **XX. CIVIL RIGHTS**

Nondiscrimination - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **XXI. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MART requests which would cause MART to be in violation of the FTA terms and conditions.

#### **XXII. SUSPENSION AND DEBARMENT**

Title 2 of the Code of Federal Regulations (CFR), Subtitle A, Part 180 [OMB Guidelines for Agencies on Government-wide Suspension and Debarment (Non-Procurement)] and under DOT supervision thru Subtitle B, Part 1200 (Non-Procurement Debarment and Suspension) mandate that MART (grantee), contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. The contract resulting from this procurement is a covered transaction for purposes of 2 CFR Part 180. MART does this by checking the Excluded Parties List System and adding a clause or condition to the contract. As such, the contractor is also required to verify that none of its principals, affiliates, or sub-contractors are excluded or disqualified and must include the requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transaction it enters into.

#### **XXIII. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS**

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- (a) General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 USC A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection, however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for

elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310 (a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL’s letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Non-urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

#### **XXIV. CHARTER SERVICE OPERATIONS**

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation.

#### **XXV. SCHOOL BUS OPERATIONS**

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

#### **XXVI. DRUG AND ALCOHOL TESTING**

**Introduction** FTA’s drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient’s behalf (usually sub-recipients and/or



contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its sub-recipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its sub-recipients and contractors comply with the rules. Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

### **Drug and Alcohol Testing Option 1**

The contractor agrees to: (a) participate in MART's drug and alcohol program established in compliance with 49 CFR 653 and 654. The adoption of MART's drug and alcohol program by the Member COA is indicated in the adoption letter provided by the member community to MART on the final page of this agreement.

## **XXVII. PRIVACY ACT**

**Applicability to Contracts** When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts. The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

### **Contracts Involving Federal Privacy Act Requirements**

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restriction and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(b) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## **XXVIII. ADA ACCESS**

**Introduction:** 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Americans with Disabilities Act of

1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Third party contractors must comply with their responsibilities under Titles I thru V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies. The following clauses should be included for the appropriate procurement action.

**Purchased Transportation Services Accessibility:** A third party contractor providing public transportation services must operate its services in compliance with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” using facilities and equipment that comply with 49 CFR Part 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38. Private entities must comply with the requirements of 49 CFR Part 37 applicable to public entities with which they contract to provide public transportation services. MART advises its third party contractors operating public transportation services to review the requirements for public entities in this context which include but are not limited to:

1. **Complementary Paratransit Service.** Requirements that public entities providing fixed-route service provide complementary paratransit service to individuals with disabilities who cannot use the fixed-route service.
2. **Equal Opportunity.** Requirements for compliance with service requirements intended to ensure that individuals with disabilities are afforded equal opportunity to use transportation systems and services

Exhibit D

**MOBILITY ASSISTANCE PROGRAM (MAP)**  
**MONTHLY REPORT**

Month \_\_\_\_\_ Year \_\_\_\_\_

Agency Name \_\_\_\_\_

Vehicle Fleet Number(s) described in this report:



**A. Passenger Description (Unduplicated Riders)\*\***

Number of Elderly Ambulatory Riders \_\_\_\_\_  
Number of Elderly Non-Ambulatory Riders \_\_\_\_\_  
Number of Non -Elderly Ambulatory Riders \_\_\_\_\_  
Number of Non-Elderly Non- Ambulatory Riders \_\_\_\_\_  
**Total Unduplicated Riders This Month** \_\_\_\_\_

**B. Operational Information**

Number of days vehicle(s) has been in use this month \_\_\_\_\_  
Number of hours all vehicles have been in use this month \_\_\_\_\_  
Number of miles all vehicles have been driven this month \_\_\_\_\_

**C. Total Number Of One-Way Trips Provided This Month (Required)**

Number of Medical Trips \_\_\_\_\_  
Number of Nutrition Trips \_\_\_\_\_  
Number of Social/Recreational Trips \_\_\_\_\_  
Number of Shopping Trips \_\_\_\_\_  
Number of Other Trips \_\_\_\_\_  
**Total Trips This Month** \_\_\_\_\_

*\*\*Unduplicated Rider - person who used the service during the reported month (no matter how many times) must be counted only once.*



# MONTHLY SUPPLEMENTAL REPORT

Total Gallons of Fuel Consumed \_\_\_\_\_

Number of Deadhead Hours<sup>1</sup> \_\_\_\_\_

Number of Deadhead Miles<sup>2</sup> \_\_\_\_\_

Number of Passenger Miles Traveled (PMT) <sup>3</sup> \_\_\_\_\_

Deadhead hours are the hours (minutes totaling hours) from the vehicle's start of service day until the time when the first passenger is picked up and the hours from the last drop off back to where the vehicle will be parked when out of service.

<sup>2</sup> Deadhead miles are the miles from the vehicle's start of service day until the odometer reading mile when the first passenger is picked up and the miles from the last drop off back to where the vehicle will be parked when out of service.

<sup>3</sup> PMT is the sum of the distances each passenger traveled during the month.

*Example:* If Sue is picked up at her residence, followed by Betty and finally Joe who all have the same destination. Sue traveled 6 miles, Betty traveled 4 miles, Joe traveled 3 miles; resulting in 13 PMT regardless of how many revenue miles or total miles are put on the vehicle.

Exhibit E

COA Transportation Reimbursement Request to MART

for the Month of \_\_\_\_\_

from the Town of \_\_\_\_\_

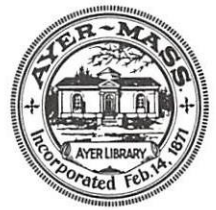
Expenses	Actual Hours of Service	Rate of Pay	Total Paid by the Town
<b>DIRECT STAFF COSTS</b>			
<b>Drivers</b>			
Driver 1	40.00	\$14.46	\$578.40
Driver 2	20.00	\$14.46	\$289.20
Driver 3			
Total Drivers' Hours/Wages	60.00		\$867.60
<b>Dispatcher/Scheduler</b>			
Dispatcher 1	6.00	\$16.50	\$99.00
Dispatcher 2			
Dispatcher 3			
Total Dispatchers' Hours/Wages	6.00		99.00
<b>OTHER DIRECT COSTS (please list below)</b>			
Fuel			\$200.00
Minor Repairs			
Vehicle/Driver Phone			\$25.00
Sub-Total Other Expenses			\$225.00
<b>TOTAL DIRECT COSTS</b>			<b>\$1,191.60</b>
Calculate 33.3% of direct service costs above			\$396.80
<b>INDIRECT STAFF COSTS</b>			
Position Title/Name 1	20	\$30	\$600
Position Title/Name 2	5	15	\$75
Position Title/Name 3			
Total Indirect Staff Costs			\$675
<b>OTHER INDIRECT COSTS (please list below)</b>			
X			
Y			
Total Other Indirect Costs			\$0.00
<b>TOTAL INDIRECT COSTS</b>			<b>\$675.00</b>
<b>MAXIMUM BILLABLE INDIRECT COSTS</b>			<b>\$396.80</b>
<b>TOTAL DIRECT COSTS FROM ABOVE</b>			<b>\$1,191.60</b>
<b>TOTAL ALLOWABLE COSTS</b>			<b>\$1,588.40</b>
Mimas Farebox Revenue Collected = 100 Passengers @\$1			\$100.00
<b>Total to be Reimbursed by MART</b>			<b>\$1,488.40</b>

By signing and submitting this invoice, I certify that the services have been provided and costs are as invoiced.

\_\_\_\_\_  
Signature of Authorized Submitter

\_\_\_\_\_  
Date

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

September 19, 2017

Ms. Bonnie Mahoney, Program Director  
Montachusett Area Regional Transit (MART)  
1427R Water Street  
Fitchburg, MA 01420

**RE: Adoption of MART's Drug & Alcohol Program Policy**

Dear Ms. Mahoney,

Please be advised that the Town of Ayer, through its Town Administrator, had adopted the MART Drug and Alcohol Policy for MART-reimbursed employees. As part of this adoption the Town of Ayer, through its Council on Aging Director, will abide by the regulations stated in 49 CFR Part 40, as amended and 49 CFR Part 655, as amended. In addition, the Town of Ayer is a willing member of the Consortium and will follow the directive of the Drug and Alcohol Program Manager.

As part of our responsibility for this adoption, I specify that the Council on Aging Director, Karin Swanfeldt, is the contact person and the Designated Employee Representative for the Ayer Council on Aging. The COA Director is the person within our Council on Aging who is responsible for all communications with the MART Consortium Coordinator and all others aspects of the Drug and Alcohol Program. We understand that the Designated Employee Representative will need to be trained by the MART Consortium on the necessary tasks which may include learning how identify "reasonable suspicion" signs and symptoms.

Sincerely,

Robert A. Pontbriand  
Town Administrator

Cc: Ms. Karin Swanfeldt, Ayer COA Director  
Ayer Board of Selectmen

# Ayer Shirley Regional School District

Learn. Grow. Explore. Connect. Collaborate. Communicate.



**Ayer & Shirley Elected Officials Elementary School & Field Complex Update**  
August 7, 2018

## Call To Order Of Public Boards

### Introductions



## Elementary School Update



## Current State of Elementary Schools

- The schools are serviceable and have no safety concerns to continue operation, nor are there code implications that require significant changes.
- The systems are exceeding their expected service lives and need to be replaced or upgraded.
- The schools are not energy efficient and upgrades to systems should include energy savings equipment and materials.
- Enrollment forecast for the next ten years is flat with roughly 825 total students in grades K-5 annually.

## Coming 2018 Elementary School Improvements

Lura A. White  
 Library Renovation  
 Water Bottle Fill Stations

Page Hilltop  
 Computer Lab Renovation  
 Water Bottle Fill Stations

## Flansburgh Study Recommended Repairs Completed To Date

### Lura A. White

- Install new gas fired hot water heater.
- Remove ACT floor tile and replace with carpet tile or VCT.
- New LED interior lighting fixtures in admin hallway, library, and cafeteria.
- Fire alarm system inspection and testing (annually).

### Page Hilltop

- Install new gas fired hot water heater.
- Remove ACT floor tile and replace with carpet tile or VCT.
- Replace damaged bituminous concrete and repair curbing.
- Fire alarm system inspection and testing (annually).

## Working With The MSBA

### Programs

- *Core:* Major construction or large additions and/or renovations.
- *Major:* Large projects that follow processes closely aligned with Core program.
- *Accelerated:* Short timeline, designed for roof, window, and boiler projects.

### Benefits

- Reimbursement rates of 31% or greater.
- A proven process for all phases of the project.
- Access to vetted and high quality contractors familiar with school building projects.



## Working With The MSBA

### 2018 S.O.I. Period

### S.O.I Notes

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• <i>Opening: January 5, 2018</i></li> <li>• <i>Core / Major Closing: April 6, 2018</i></li> <li>• <i>Accelerated Closing: February 16, 2018</i></li> </ul> | <ul style="list-style-type: none"> <li>• Multiple S.O.I.'s may be submitted but if multiple schools are submitted one must be prioritized.</li> <li>• Projects are scored against the cohort of applications on a yearly basis.</li> <li>• In 2017, 83 Core S.O.I.'s were received from 59 different districts. 15 were selected to move to the next step.</li> </ul> |
|--|---|

## Best Case Sample Elementary School Project Timeline

Durations are represented as "Best Case" and tend to be longer.

	2018			2019			2020			2021			2022			2023			2024			2025			2026				
	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	Oct	
<b>MSBA PROCESS</b>																													
Fund study; generate and submit SOI to MSBA																													
MSBA Review																													
MSBA Module 1: Eligibility Period (if selected)																													
MSBA Module 2: Project Team Formation																													
MSBA Module 3: Feasibility Study																													
MSBA Module 4: Schematic Design																													
MSBA Module 5: Project Scope and Funding																													
MSBA Module 6: Documentation and Bidding																													
MSBA Module 7: Construction																													
Furniture, Fixtures, Equipment & Move In																													
School Opens for Occupancy																											★		
MSBA Module 8: Closeout Finances																													

## Athletic Field Complex Update



## Magnitude of Cost Estimate



- Mobilization / Site Prep: \$160,000
- Track & Plaza: \$2,100,000
- Synthetic Turf Field: \$1,500,000
- Bleachers: \$420,000
- Concession stand / restrooms: \$730,000
- Lighting: \$420,000
- Lower and upper field improvements: \$1,250,000
- Contingency: \$520,000
- **Total: \$7,100,000**



## Comparing Projects

### Ayer-Shirley

- Synthetic turf field
- Running track
- Bleachers and press box
- Stadium lights
- Multipurpose building
  - Concession stand
  - Bathrooms
  - Ticket booths
  - Storage space
- \$5.17 million (estimated)

### Gardner (bids received July 2018)

- Synthetic turf field
- Running track
- Bleachers and press box
- Stadium lights
- Field house building
  - Concession stand
  - Bathrooms
  - Team rooms
  - Storage space
- \$4.3 – \$4.9 million

## Surrounding Communities

District	Update Year	Completed Update Description
Littleton	2017	Installation of synthetic turf multisport field and softball diamond.
Lunenburg	2017	Replacement of 2005 synthetic turf field; additional natural turf fields.
Nashoba Valley Tech	2013	Installation of synthetic turf multisport field, bleachers, and track.
Bromfield	2005	Natural turf multisport field and track.
North Middlesex	2018	All athletic fields replaced as part of HS construction project.

District	Update Year	Proposed Update Description
Groton Dunstable	2018/19	Replacement of natural turf field with synthetic turf multisport field.
Bromfield	2018/19	Installation of synthetic turf multisport field on campus.
North Middlesex	2018/19	Change natural turf multisport field to synthetic turf.

## Hours of Use Comparison – Natural vs. Synthetic

Sport	Natural Turf		Synthetic Turf	
	Use Description	Annual Hours	Use Description	Annual Hours
ASRHS Football	10 games (20 hours)	20	10 games and 15-20 practices (50 to 60 hours)	60
ASRHS Boys' Soccer	2 games (2 hours ea.) and 8 practices(3 hours ea.)	28	35-40 games and practices (70-80 hours)	80
ASRHS Girls' Soccer	2 games (4 hours)	4	35-40 games and practices (70-80 hours)	80
ASRHS Softball/Baseball	n/a	0	5-10 practices each (20 to 40 hours)	40
ASRMS Soccer	Boys & Girls ( 4 games @ 1.5 hours ea.)	6	Boys & Girls ( 4 games @ 1.5 hours ea.)	6
ASRHS Marching Band	8 practices @ 6 hours ea.	48	8 practices @ 6 hours ea.	48
ASRHS Outdoor Track	20 practices and 5 meets (50 hours)	50	20 practices and 5 meets (50 hours)	50
MIAA events	1 (3 hours)	3	Up to 5-7 (10-15 hours)	15
Youth Football	10 games (20 hours)	20	10 games and 20-30 practices (60-80 hours)	80
Other rentals/camps	30 hours	30	100-200 hours	200
<b>Total Annual Hours of Play</b>		<b>209</b>	<b>Total Annual Hours of Play</b>	<b>659</b>

## Estimated Operational Budget Impact (Project Completion Onwards)

Grass		Synthetic - ASRSD Maintains		Synthetic - Contracted Maintenance	
Labor	Hours	Labor	Hours	Labor	Hours
Mowing	66	Sweeping	32	Sweeping	0
Watering	32	Other Maintenance	24	Other Maintenance	24
Fertilizing/Aerating	16				
Lining football	40				
<b>Total hours</b>	<b>154</b>	<b>Total hours</b>	<b>56</b>	<b>Total hours</b>	<b>24</b>
Average Hourly Rate	\$ 25.55	Average Hourly Rate	\$ 25.55	Average Hourly Rate	\$ 25.55
<b>Total Labor Cost</b>	<b>\$ 3,934.70</b>	<b>Total Labor Cost</b>	<b>\$ 1,430.80</b>	<b>Total Labor Cost</b>	<b>\$ 613.20</b>
<b>Materials</b>		<b>Services</b>		<b>Services</b>	
Paint for Football	\$ 1,454.00	Cleaning / Refill (1x year)	\$ 2,300.00	Annual Maintenance	\$ 6,000.00
Fertilizer	\$ 200.00	G-Max test (1x year)	\$ 850.00	G-Max test (1x year)	\$ 850.00
Annual watering	\$ 6,346.00				
<b>Total Material Costs</b>	<b>\$ 8,000.00</b>	<b>Total Services Cost</b>	<b>\$ 3,150.00</b>	<b>Total Services Cost</b>	<b>\$ 6,850.00</b>
<b>Equipment Depreciation &amp; Fuel</b>	<b>\$ 3,500.00</b>	<b>Equipment Depreciation &amp; Fuel</b>	<b>\$ 1,500.00</b>	<b>Equipment Depreciation &amp; Fuel</b>	<b>\$ -</b>
<b>Total Annual Maintenance Cost</b>	<b>\$ 15,434.70</b>	<b>Total Annual Maintenance Cost</b>	<b>\$ 6,080.80</b>	<b>Total Annual Maintenance Cost</b>	<b>\$ 7,463.20</b>
		<b>Yearly savings over natural grass</b>	<b>\$ (9,353.90)</b>	<b>Yearly savings over natural grass</b>	<b>\$ (7,971.50)</b>
<b>Yearly Hours of Use</b>	<b>209</b>	<b>Yearly Hours of Use</b>	<b>659</b>	<b>Yearly Hours of Use</b>	<b>659</b>
<b>Cost of Maintenance Per Hour of Use</b>	<b>\$ 73.85</b>	<b>Cost of Maintenance Per Hour of Use</b>	<b>\$ 9.23</b>	<b>Cost of Maintenance Per Hour of Use</b>	<b>\$ 11.33</b>



## Estimated Operational Budget Impact (Construction Timeframe)

Fall Displaced Games			
	Qty	Cost per	Line Total
<b>ASRHS Football "Home Games"</b>			
Field Rental	5	\$ 500.00	\$ 2,500.00
Busing (1 Bus)	5	\$ 250.00	\$ 1,250.00
<b>ASRHS Soccer (All)</b>			
Busing (2 Buses)	20	\$ 500.00	\$ 10,000.00
<b>ASRHS Cross Country</b>			
Busing (2 Buses)	3	\$ 500.00	\$ 1,500.00
<b>Total Displaced Games</b>			<b>\$ 15,250.00</b>
Fall Displaced Practices			
	Qty	Cost per	Line Total
<b>ASRHS Football</b>			
Busing (1 Bus)	20	\$ 170.00	\$ 3,400.00
Equipment Storage (days)	90	\$ 100.00	\$ 9,000.00
<b>ASRHS Soccer (All)</b>			
Busing (2 Buses)	20	\$ 340.00	\$ 6,800.00
Equipment (Goals)	4	\$ 500.00	\$ 2,000.00
<b>ASRHS Cross Country</b>			
Busing (2 Buses)	20	\$ 340.00	\$ 6,800.00
Porta Potties (4) (days)	90	\$ 200.00	\$ 18,000.00
<b>Total Displaced Practices</b>			<b>\$ 46,000.00</b>
Fall Displaced Revenue			
	Qty	Cost per	Line Total
<b>ASRHS Football (Gate Receipts)</b>			
	4	\$ 2,500.00	\$ 10,000.00
<b>Youth Football (Rental Income)</b>			
	10	\$ 500.00	\$ 5,000.00
<b>Total Displaced Revenue:</b>			<b>\$ 15,000.00</b>
Fall Operational Savings		Line Total	
1/2 year field maintenance			\$ (5,044.35)
Grounds OT (ASRHS Football)			\$ (960.00)
<b>Total Operational Savings</b>			<b>\$ (6,004.35)</b>
<b>Fall Total Impact</b>			<b>\$ 79,245.65</b>

Spring Displaced Games			
	Qty	Cost per	Line Total
<b>ASRHS Baseball</b>			
Field Rental	5	\$ 100.00	\$ 500.00
Busing (1 Bus)	5	\$ 250.00	\$ 1,250.00
<b>ASRHS Softball</b>			
Field Rental	5	\$ 100.00	\$ 500.00
Busing (1 Bus)	5	\$ 250.00	\$ 1,250.00
<b>ASRHS Outdoor Track</b>			
Field Rental	3	\$ 100.00	\$ 300.00
Busing (2 Buses)	3	\$ 500.00	\$ 1,500.00
<b>Total Displaced Games</b>			<b>\$ 5,300.00</b>
Spring Displaced Practices			
	Qty	Cost per	Line Total
<b>ASRHS Baseball</b>			
Busing (1 Bus)	20	\$ 170.00	\$ 3,400.00
<b>ASRHS Softball</b>			
Busing (1 Bus)	20	\$ 170.00	\$ 3,400.00
<b>ASRHS Outdoor Track</b>			
Busing (2 Buses)	20	\$ 340.00	\$ 6,800.00
Porta Potties (4) (days)	45	\$ 200.00	\$ 9,000.00
<b>Total Displaced Practices</b>			<b>\$ 22,600.00</b>
Spring Operational Savings		Line Total	
1/2 year field maintenance			\$ (5,044.35)
<b>Total Operational Savings</b>			<b>\$ (5,044.35)</b>
<b>Spring Total Impact</b>			<b>\$ 22,855.65</b>
<b>Fall &amp; Spring Total Impact</b>			<b>\$ 99,101.30</b>

## A Tiered Approach?

- Repave the track in its current configuration (\$350,000)
- Reconfigured track with relocated jumping pits, new sidewalks and paths around track, and fencing (\$1,500,000)
  - Does not include a plaza, bathroom facilities, bleachers, or lights. Natural turf field is expanded to new width.
- Reconfigured track and synthetic turf field (\$3,000,000)
  - Does not include a plaza, bathroom facilities, bleachers, or lights.
- Natural turf field with new drainage and irrigation (\$500,000 - \$800,000)
  - Range varies due to selection of growing grass from seed or using sod.
- Yearly inflation of project costs
  - We have been advised by our field architect to add 5% to the costs of the project on a yearly basis.

## If We DO Synthetic Turf...

- but do it in place on current footprint we cannot remove the safety issue of the jumping pits,
  - or reduce soccer use of the baseball outfield, so that field continues to be overused and in poor condition,
  - but we can use it more, though without soccer width there is not much more to use it for.
- but not do track simultaneously, the track continues to deteriorate and it's already well passed the time for a resurfacing.
- but don't do the softball field, we have no place for track throwing events
  - and we don't fix the issues with the football practice area.
- but don't move the bleachers, we don't address ADA issues
  - or create the space to widen the field for soccer without encroaching on the baseball field,
  - or create the space for an 8 lane sprint straightaway on track.
- but don't do the retaining wall to deepen center/right center field of baseball field, we can't move the soccer field of play off of the baseball clay infield.

## If We Do NOT Do Synthetic Turf...

- and do NOT widen the field, we do not solve the safety issues of the track jumping pits,
  - we do not solve the ADA issues
  - and we do not create the width for two more track lanes for the 8 lane sprint straightaway
- but we DO widen the field, we solve jumping pit safety issues, but do not increase the hours of use.
- we do not reduce maintenance costs.
- we lose more time for sports at construction because the field will be required to grow in before it is usable
- we do NOT have to have a new throwing area for track, but we also do NOT address any of the issues of the softball field, or the football practice area.
- doing work on the softball and football practice area in current footprint will not reduce overall cost significantly
- it will cost more to create the center field retaining wall area because we will have to import fill that would be used from excavating the current field if we were installing synthetic turf.
  - or if we DO NOT do the center field retaining wall, we cannot move soccer field dimensions off of the baseball clay infield



## Lifecycle Management

### ■ Lifecycle and replacement costs

- Synthetic turf field: Life expectancy 10-15 years; replacement cost \$450,000
- Track coating: Life expectancy 5-7 years; replacement cost \$91,000
- Track asphalt: Life expectancy 15-20 years; replacement cost \$350,000

### ■ Funding replacement items

- Use of funds available in ASRSD Capital Stabilization Account (account balance capped at 2% of annual Operating Budget)
- Athletic department revolving fund
- Excess and deficiency funds
- Donations after project is complete

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## Fundraising

### ■ Three tiered approach

- First round targeted 30 largest businesses in Ayer, and large businesses in Shirley and Devens with introductory letter on July 25.
- Second round will target smaller businesses in Ayer and Shirley, additional businesses on Devens, regional/national businesses, and grant opportunities.
- Third round will target alumni and other individuals. This will include the launching of a "Buy A Brick" program.

### ■ Fundraising goal

- No specific goal in place at this time.

### ■ Use of funds received

- Prior to project completion, all funds received will be used to lessen the taxpayer burden to the project.
- After project is completed, any funds received will be used to maintain the field or save for the replacement field carpet.
- All donations are tax deductible to extent allowed by law.

### ■ Challenges

- The businesses we are targeting are the same businesses that continually support school activities, community programs, and youth sports.
- We risk the groups mentioned previously losing their funding if companies choose to make a large donation to support the athletic complex.

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## Financing The Project

- **Public or Private Bonding**
  - Traditional form of financing for government agencies and public education.
  - Public bonds are sold to public investors, while private bonds have a limited scope of investors.
  - Private bonds can be obtained with less fees and reporting requirements, thus making their overall cost less than a public bond.
  - Assessed to the member towns via the annual Capital Assessment line item.
  - Subject to referendums and voter approval to incur the debt.
  
- **Tax Exempt Municipal Lease**
  - Available to government agencies and public education to fund the purchase of a wide array of items.
  - Total cost of financing is comparable to a private bond.
  - Due to the Non-Appropriate clause, these obligations do not need to be reported as debt.
  - Assessed to the member towns via the Operating Assessment line item in the annual budget.
  - Not subject to referendums and voter approval initially, but would require Operating Assessment approval on a yearly basis.
  
- **Local Use of a Municipal Lease**
  - In 2018, North Middlesex approved a 10 year, \$450,000 municipal lease to upgrade the planned natural turf field to synthetic turf.
  - Cost to be paid through athletic revolving fund and advertising sales.

## Timeline For Authorization & Funding

- **August 15, 2018: School Committee vote to authorize debt to finance field upgrade project.**
  - Due to the amount being borrowed, per the ASRSD Regional Agreement, M.G.L. Chapter 71 Section 16(n) will be followed.
  - Simultaneous 4 to 8 hour ballot elections are held, with the aggregate majority determining approval or disapproval.
  
- **Fall 2018: Special election held in both towns to seek approval to incur debt.**
  - Election and related materials are paid for by ASRSD (~ \$8,000 combined total).
  - If approved, School Committee is authorized to issue the debt and proceed with the project on their timeline.
  - If approved, and once loan payback begins, each town's Capital Assessment will be increased according to the ASRSD Regional Agreement.
  - If not approved, School Committee can resubmit ballot authorizations for the same project or a revised project.
  
- **Fall 2018: Member towns determine financing method(s) to pay for debt being incurred.**
  - Each town can determine the method(s) by which the increased Capital Assessment is funded.
  - Funding sources include, but are not limited to, Proposition 2 ½ Debt Exclusions.
  - ASRSD will assist by providing updated project information, project financials, or other resources needed during this process.
  
- **Winter 2018**
  - Once financing method(s) for both towns are in place, RFP will be released enabling ASRSD to receive project quotes and select vendor(s).

**Q&A**

**Adjournment Of Public Boards**

**Thank You For Attending**

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**Q&A**

**Adjournment Of Public Boards**

**Thank You For Attending**

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**Estimated Operational Budget Impact (Project Completion Onwards)**

Grass		Synthetic - ASRSD Maintains		Synthetic - Contracted Maintenance	
Labor	Hours	Labor	Hours	Labor	Hours
Mowing	66	Sweeping	32	Sweeping	0
Watering	32	Other Maintenance	24	Other Maintenance	24
Fertilizing/Aerating	16				
Lining football	40				
<b>Total hours</b>	<b>154</b>	<b>Total hours</b>	<b>56</b>	<b>Total hours</b>	<b>24</b>
Average Hourly Rate	\$ 25.55	Average Hourly Rate	\$ 25.55	Average Hourly Rate	\$ 25.55
<b>Total Labor Cost</b>	<b>\$ 3,934.70</b>	<b>Total Labor Cost</b>	<b>\$ 1,430.80</b>	<b>Total Labor Cost</b>	<b>\$ 613.20</b>
<b>Materials</b>		<b>Services</b>		<b>Services</b>	
Paint for Football	\$ 1,454.00	Cleaning / Refill (1x year)	\$ 2,300.00	Annual Maintenance	\$ 6,000.00
Fertilizer	\$ 200.00	G-Max test (1x year)	\$ 850.00	G-Max test (1x year)	\$ 850.00
Annual watering	\$ 6,346.00				
<b>Total Material Costs</b>	<b>\$ 8,000.00</b>	<b>Total Services Cost</b>	<b>\$ 3,150.00</b>	<b>Total Services Cost</b>	<b>\$ 6,850.00</b>
<b>Equipment Depreciation &amp; Fuel</b>	<b>\$ 3,500.00</b>	<b>Equipment Depreciation &amp; Fuel</b>	<b>\$ 1,500.00</b>	<b>Equipment Depreciation &amp; Fuel</b>	<b>\$ -</b>
<b>Total Annual Maintenance Cost</b>	<b>\$ 15,434.70</b>	<b>Total Annual Maintenance Cost</b>	<b>\$ 6,080.80</b>	<b>Total Annual Maintenance Cost</b>	<b>\$ 7,463.20</b>
		<b>Yearly savings over natural grass</b>	<b>\$ (9,353.90)</b>	<b>Yearly savings over natural grass</b>	<b>\$ (7,971.50)</b>
<b>Yearly Hours of Use</b>	<b>209</b>	<b>Yearly Hours of Use</b>	<b>659</b>	<b>Yearly Hours of Use</b>	<b>659</b>
<b>Cost of Maintenance Per Hour of Use</b>	<b>\$ 73.85</b>	<b>Cost of Maintenance Per Hour of Use</b>	<b>\$ 9.23</b>	<b>Cost of Maintenance Per Hour of Use</b>	<b>\$ 11.33</b>



**Estimated Operational Budget Impact (Construction Timeframe)**

<b>Fall Displaced Games</b>	<b>Qty</b>	<b>Cost per</b>	<b>Line Total</b>
<i>ASRHS Football "Home Games"</i>			
Field Rental	5	\$ 500.00	\$ 2,500.00
Busing (1 Bus)	5	\$ 250.00	\$ 1,250.00
<i>ASRHS Soccer (All)</i>			
Busing (2 Buses)	20	\$ 500.00	\$ 10,000.00
<i>ASRHS Cross Country</i>			
Busing (2 Buses)	3	\$ 500.00	\$ 1,500.00
<b>Total Displaced Games</b>			<b>\$ 15,250.00</b>
<b>Fall Displaced Practices</b>	<b>Qty</b>	<b>Cost per</b>	<b>Line Total</b>
<i>ASRHS Football</i>			
Busing (1 Bus)	20	\$ 170.00	\$ 3,400.00
Equipment Storage (days)	90	\$ 100.00	\$ 9,000.00
<i>ASRHS Soccer (All)</i>			
Busing (2 Buses)	20	\$ 340.00	\$ 6,800.00
Equipment (Goals)	4	\$ 500.00	\$ 2,000.00
<i>ASRHS Cross Country</i>			
Busing (2 Buses)	20	\$ 340.00	\$ 6,800.00
Porta Potties (4) (days)	90	\$ 200.00	\$ 18,000.00
<b>Total Displaced Practices</b>			<b>\$ 46,000.00</b>
<b>Fall Displaced Revenue</b>	<b>Qty</b>	<b>Cost per</b>	<b>Line Total</b>
<i>ASRHS Football (Gate Receipts)</i>	4	\$ 2,500.00	\$ 10,000.00
<i>Youth Football (Rental Income)</i>	10	\$ 500.00	\$ 5,000.00
<b>Total Displaced Revenue:</b>			<b>\$ 15,000.00</b>
<b>Fall Operational Savings</b>			<b>Line Total</b>
1/2 year field maintenance			\$ (5,044.35)
Grounds OT (ASRHS Football)			\$ (960.00)
<b>Total Operational Savings</b>			<b>\$ (6,004.35)</b>
<b>Fall Total Impact</b>			<b>\$ 70,245.65</b>

<b>Spring Displaced Games</b>	<b>Qty</b>	<b>Cost per</b>	<b>Line Total</b>
<i>ASRHS Baseball</i>			
Field Rental	5	\$ 100.00	\$ 500.00
Busing (1 Bus)	5	\$ 250.00	\$ 1,250.00
<i>ASRHS Softball</i>			
Field Rental	5	\$ 100.00	\$ 500.00
Busing (1 Bus)	5	\$ 250.00	\$ 1,250.00
<i>ASRHS Outdoor Track</i>			
Field Rental	3	\$ 100.00	\$ 300.00
Busing (2 Buses)	3	\$ 500.00	\$ 1,500.00
<b>Total Displaced Games</b>			<b>\$ 5,300.00</b>
<b>Spring Displaced Practices</b>	<b>Qty</b>	<b>Cost per</b>	<b>Line Total</b>
<i>ASRHS Baseball</i>			
Busing (1 Bus)	20	\$ 170.00	\$ 3,400.00
<i>ASRHS Softball</i>			
Busing (1 Bus)	20	\$ 170.00	\$ 3,400.00
<i>ASRHS Outdoor Track</i>			
Busing (2 Buses)	20	\$ 340.00	\$ 6,800.00
Porta Potties (4) (days)	45	\$ 200.00	\$ 9,000.00
<b>Total Displaced Practices</b>			<b>\$ 22,600.00</b>
<b>Spring Operational Savings</b>			<b>Line Total</b>
1/2 year field maintenance			\$ (5,044.35)
<b>Total Operational Savings</b>			<b>\$ (5,044.35)</b>
<b>Spring Total Impact</b>			<b>\$ 22,855.65</b>
<b>Fall &amp; Spring Total Impact</b>			<b>\$ 93,101.30</b>



Public Bonding, Private Bonding, and Municipal Lease Comparison						
Option	1	2	3	4	5	6
Public Bonded Amount	7,100,000.00	0	0	0	0	0
Private Bonded Amount	0	0	6,700,000.00	7,100,000.00	3,700,000.00	5,100,000.00
Leased Amount	0	7,100,000.00	400,000.00	0	3,400,000.00	2,000,000.00
Total Cost	9,577,400.00	9,354,548.00	9,350,265.00	9,389,548.00	9,404,548.00	9,404,548.00
Term; Pub/Priv/Lease (yrs)	15/0/0	0/0/15	0/15/10	0/15/0	0/15/15	0/15/15
Annual Debt Payments	638,493.33	0	587,558.45	622,636.56	324,472.58	447,245.98
Annual Lease Payments	0	622,636.56	48,663.83	0	298,163.99	175,390.58
Total Annual Cost	638,493.33	622,636.56	636,222.28	622,636.56	622,636.57	622,636.56
Capital Assessment Impact Total Ayer 60%	383,096.00	0	352,535.07	373,581.94	194,683.55	268,347.59
Capital Assessment Impact Total Shirley 40%	255,397.33	0	235,023.38	249,054.62	129,789.03	178,898.39
Capital Assessment Impact Yearly Ayer	383,096.00	0	352,535.07	373,581.94	194,683.55	268,347.59
Capital Assessment FY2019	976,889.00	976,889.00	976,889.00	976,889.00	976,889.00	976,889.00
Capital Assessment Increase	39.22%	0.00%	36.09%	38.24%	19.93%	27.47%
Capital Assessment Impact Yearly Shirley	255,397.33	0	235,023.38	249,054.62	129,789.03	178,898.39
Capital Assessment FY2019	403,880.00	403,880.00	403,880.00	403,880.00	403,880.00	403,880.00
Capital Assessment Increase	63.24%	0.00%	58.19%	61.67%	32.14%	44.29%
Operating Assessment Impact Ayer 57%	0	354,902.84	27,738.38	0	169,953.47	99,972.63
Operating Assessment FY2019	10,693,991.00	10,693,991.00	10,693,991.00	10,693,991.00	10,693,991.00	10,693,991.00
Operating Assessment Increase	0.00%	3.32%	0.26%	0.00%	1.59%	0.93%
Operating Assessment Impact Shirley 43%	0	267,733.72	20,925.45	0	128,210.52	75,417.95
Operating Assessment FY2019	7,331,228.00	7,331,228.00	7,331,228.00	7,331,228.00	7,331,228.00	7,331,228.00
Operating Assessment Increase	0.00%	3.65%	0.29%	0.00%	1.75%	1.03%
Total Capital + Operating Increase Ayer	383,096.00	354,902.84	380,273.45	373,581.94	364,637.02	368,320.22
Total Capital + Operating Increase Shirley	255,397.33	267,733.72	255,948.83	249,054.62	257,999.55	254,316.34
Total Capital + Operating Increase	638,493.33	622,636.56	636,222.28	622,636.56	622,636.57	622,636.56



The following are the questions that were submitted prior to this presentation. The text in the brackets refers to the slide or area of the presentation the question's subject matter was discussed.

- *What is the overall capital plan for the school district?* [Current State of Elementary Schools, Flansburg Study Repairs Completed To Date]
- *What is the plan/approach for Page Hilltop?*
  - *When will the discussions begin?* [Best Case Sample Elementary School Timeline]
  - *Will the people of Ayer be asked directly if they wish to keep their own elementary school?* [Best Case Sample Elementary School Timeline]
  - *What is the estimated cost?* [Best Case Sample Elementary School Timeline]
  - *Will MSBA funding concurrent elementary school projects for Ayer and Shirley?* [Working with the MSBA, 2]
- *What level of fundraising has been done or will be done?* [Fundraising]
  - *What is the fundraising goal and how will that impact the bottom line for the taxpayer?* [Fundraising]
- *What is the future maintenance cost vs current maintenance cost?* [Estimated Operational Budget Impact (Project Completion Onwards), Estimated Operational Budget Impact (Construction Timeframe)]
  - *Dollar cost?* [Estimated Operational Budget Impact (Project Completion Onwards), Estimated Operational Budget Impact (Construction Timeframe)]
  - *Man hour cost?* [Estimated Operational Budget Impact (Project Completion Onwards), Estimated Operational Budget Impact (Construction Timeframe)]
- *What is the expected revenue from renting out a turf field?* [Lifecycle Management]
- *Will this impact the ability for Ayer and Shirley town programs to use the field free of charge?* [Estimated Operational Budget Impact (Construction Timeframe)]
- *Will this plan include any field upgrades in Shirley?* [Magnitude of Cost Estimate]
- *Does the school have a comprehensive, documented plan for maintaining the "Complex" once all work is completed?, such as staffing for new infrastructure support plus but not limited to professional field maintenance costs?* [Estimated Operational Budget Impact (Project Completion Onwards)]
- *We heard several "Safety Concerns" brought by the students at your informational meeting, are these being addressed, and how?*
- *Has there been a concerted fundraising effort undertaken to defray the cost of the project to taxpayers thru large corporation donations?, if so please detail the effort and identify the funding raised ? If not is there a plan to undertake such an effort?* [Fundraising; please see donation level enclosure]
- *Has there been any consideration/discussion to tiering the project over some years to reduce the immediate taxpayer exposure? Such as starting with the football field/track/stadium, and then the other fields in a staggered manner over the upcoming years.?* [A Tiered Approach?, If we DO Synthetic Turf, If We DO NOT Do Synthetic Turf]
- *Does the committee feel this taxpayer burden is a better use of funds for the Ayer/Shirley communities than a refurbishment of the Page HillTop Elementary school and Lura A. White Elementary school?* [Working with the MSBA, Best Case Elementary School Project Timeline]

- *Has the cmte shared all bids received for this project with the BIS, Fin Comm's & public?* [Timeline For Authorization & Funding]
- *Will the cmte share its forward budget planning in regards to field life cycle management/replacement costs?* [Lifecycle Management]
- *Will there be pre-project start maintenance and preparation costs not yet disclosed?* [Estimated Operational Budget Impact (Construction Timeframe), Magnitude of Cost Estimate]
- *Did the committee look at the cost solely to address the safety concerns that were raised at the public meeting, or any other backup plan?* [A Tiered Approach?]
- *When the committee decided to look at the "total" picture for the Athletic Fields at the HS, they also do a similar review for the Middle School? Or was a "consolidated" site for both schools considered – especially since it was mentioned at the public hearing that it was anticipated to meet some of the Middle School sports needs by their being transported to the HS for that purpose.* [Alternative Sites, Magnitude of Cost Estimate, Hours of Use Comparison]
- *Both proposals as presented only present the capital cost. Neither proposal includes any fiscal analysis or projection of the operational cost impact on the ASRSD Estimated Operational Budget. Has that analysis been done, or is it being projected to be done if not?* [Estimated Operational Budget Impact (Project Completion Onwards), Estimated Operational Budget Impact (Construction Timeframe)]



MSBA Module Details

[http://www.massschoolbuildings.org/building/modules\\_overview](http://www.massschoolbuildings.org/building/modules_overview)

MSBA Repair Programs

[http://www.massschoolbuildings.org/programs/repair\\_program](http://www.massschoolbuildings.org/programs/repair_program)

MSBA Core Program

<http://www.massschoolbuildings.org/building>

2017 MSBA SOI Summary

[http://www.massschoolbuildings.org/building/prerequisites/SOI\\_2017\\_Summary](http://www.massschoolbuildings.org/building/prerequisites/SOI_2017_Summary)

2017 MSBA SOI Results

[http://www.massschoolbuildings.org/about/board\\_leadership/board\\_meetings/12.13.17](http://www.massschoolbuildings.org/about/board_leadership/board_meetings/12.13.17)

Tax Exempt Municipal Lease

<http://nationalcooperativeleasing.com/tax-exempt-municipal-financing/>

Municipal Leasing 3-Minute Video Overview

<https://youtu.be/r2Xi7SZP6aM>

North Middlesex Municipal Lease

<https://www.nmrtd.org/sites/default/files/scmeetings/04-30-2018%20NMRSD%20School%20Committee%20Minutes.pdf>

Gardner Project Update

<http://www.thegardnernews.com/article/18/262414>

<http://www.thegardnernews.com/news/20180719/watkins-field-clears-hurdle>

Littleton Project Information

[https://www.littletonma.org/sites/littletonma/files/uploads/turf\\_presentation\\_-11-12-14\\_final\\_3.pdf](https://www.littletonma.org/sites/littletonma/files/uploads/turf_presentation_-11-12-14_final_3.pdf)

<http://littleton.wickedlocal.com/news/20170614/littleton-school-committee-approves-friends-of-alumni-field-fundraising-plan>



## Naming Opportunities

Once complete, these fields will allow for a number of opportunities to recognize the commitment and generosity of our community. We invite you to consider the following naming options that will be an integral part of our upgraded athletic facilities.

Location	Amount	Number Available	Duration (years)
Athletic Complex	\$750,000	1	50
Includes: stadium, scoreboards, press box, grandstand, dugouts, and print material advertisements.			

Location	Amount	Number Available	Duration (years)
Stadium	\$350,000	1	25
Stadium Scoreboard			
1 Donor	\$100,000	1	15
2 Donors	\$50,000	2	10
Stadium Grandstand	\$50,000	1	10
Track	\$50,000	1	10
Concession Stand	\$50,000	1	10
Baseball Field	\$25,000	1	10
Bronze Panther	\$15,000	1	10
Press Box	\$15,000	1	10
Track Finish Line	\$10,000	1	10
Baseball Scoreboard	\$7,500	1	10
Softball Scoreboard	\$5,000	1	10
Flagpole	\$5,000	1	10
Baseball Dugouts	\$5,000	2	10
Softball Dugouts	\$2,500	2	10
Stadium Light Poles	\$2,000	4	5
Track Event Areas			
Discus Circle	\$1,000	1	5
Shot Put Circle	\$1,000	1	5
Javelin Runway	\$1,000	1	5
Pole Vault Pit	\$1,000	1	5
High Jump	\$1,000	1	5
Long Jump Pit	\$1,000	1	5
Triple Jump Pit	\$1,000	1	5



## Lura A. White Elementary Three Year Capital Plan 2016-2019

LAW	Background/Detail	Estimated Cost	Total Amount	Status
<b>Heating, Ventilation &amp; Cooling</b>				
Oil to Gas Heat Conversion	\$45,000 savings based on BTU conversion	\$125,000 - Shirley perf. contract est.	\$125,000.00	Under Review
Air Handlers (Café, Sm./Lg. Gyms)	Electrical repair; then fan/motor review		\$20,000.00	Pending/ Small Gym HV3 Completed
Upgrade Automated Controls	Control tech will assess; develop proposal	TBD		Working with New Mech. Contractor
Ductless Heat Pumps	Four in front offices		\$14,000.00	Completed
Heating Supply Circulator Seal Replacement			\$2,070.77	Completed
Boiler Room Repairs	PRV & Backflow		\$1,348.00	Completed
<b>Water, Sewer &amp; Plumbing</b>				
Connect to Town Sewer	Town DPW to assist? Interior plumbing work?	\$10,000 to \$20,000 with DPW assist	\$20,000.00	Under Review
<b>Doors, Windows &amp; Floors</b>				
Door Replacement	Metal and glass door replace 10 to 15 doors	\$12K + Labor	\$15,000.00	Main Entrance Door Ordered
Door Replacement	Extended Day Program		\$5,994.30	Completed
Blinds	Proposals received	\$2,800 + Labor	\$15,000.00	Completed
Window Replacement		\$2,780.00		Scheduled
Floor Tile Abatement/Carpet Tile Installation	4 offices near PT Dept. and Art	\$16,380		Completed
<b>Electric</b>				
Emergency Generator	70 to 80 KW	\$18,000 to \$20,000 + Install	\$25,000.00	Still Pending
Automatic Transfer Switch		\$4,000 to \$6,000 + Install	\$10,000.00	Still Pending
Exterior Lighting	One added, 1 more scheduled		\$956.00	Completed
<b>Grounds &amp; Other</b>				
Upgrade Exterior Lighting	Need survey of locations and estimate	Some lights added or replaced		Completed
<b>Total LAW</b>			<b>\$254,369</b>	

# Lura A. White Facility and Equipment Improvements/Upgrades and Major Repairs

Item	
Domestic Hot Water Heater	New Outdoor Basketball Hoops
Extended Day HVAC	Stage Curtain Replacement
Extended Day Entrance	New Exterior Signage
Boiler Feed Water Valve	Library Renovation
Backflow Preventer	HVAC/Split System Ductless Units
Circulator Pump & Mtr	New Playground Equipment
BMS FX60	Water Bottle Filling Stations
HVAC Upgrade Front Offices	Concrete Sidewalk Repairs
Classroom Univents	4 Ductless A/C Installations
Gym Floor Refinishing	Gym Window Frames Painted
Window Replacements	Exterior Doors Painted
Painting Exterior	Front Doors Repaired
Painting Interior	Front Entry Painted
Floor Tile Abatement	Steam Table Replaced in Cafeteria
Heating Coil Replacement	Grease Traps Serviced
Exterior Lighting	General Plumbing Repairs
New Flooring Installation - Carpeting	Boiler PMs
New Shelving & Furniture in Classrooms	John Deere Tractor Rebuilt
Plumbing Repairs	Garage Door Repairs
New Exterior Doors Ordered	Septic Tanks Serviced
Library Renovation	Sewer Line Snaked
Painting	Window Blinds
Gym Basketball Hoops & Backboards	10 Yards of Mulch for Playground
New LED Lighting Installations	New Tire Swing Playground/Painting of Playground Equipment
Asbestos Abatements	Parking Lane Restriping
Server Upgrade	Wall Mounted Projectors Installed-Gr. 5
Additional wi-fi Access Points to Increase Coverage	30 New Chromebooks-Replace Outdated Models
New Internet Modem to Double Internet Speed	Learning Center Ipads Upgraded
All Desktop Computers Cleaned Up	



# Page Hilltop Elementary Three Year Capital Plan 2016-2019

PH	Background/Detail	Estimated Cost	Total Amount	Status
<b>Heating, Ventilation &amp; Cooling</b>				
Oil to Gas Conversion	Gas Volume from street not available	TBD		
Rooftop Exhaust Fan Repairs	Approx 22 fans need repair or replace	\$6K to \$11K plus repair & replace time	\$15,000.00	1 Lg. exh completed
Complete Steam Trap Survey		\$1500 to \$2000	\$2,000.00	Still Open
Page Steam Trap Repair	Repair or replace 35 steam traps	\$9K to \$12K	\$12,000.00	Still Pending
Page and HT Air Handling Units	Cafeteria and Cultural Arts Center	Requires total abatement		Under Review
2 Cleaver Brooks Boilers		Oil Fired. First Estimate \$340,000	\$340,000.00	Repairs to 2 existing done. 1 needs updated controller
Pneumatic Controls Repair		\$3,000 existing repair; \$15,000 JACE	\$15,000.00	Partially Completed
Steam Main Leak Repair		TBD		Completed
Condensate Return Tank Replacement			\$5,877.00	Completed
Centrifugal Pump and Motor Package		\$7,587.00		Completed
<b>Water, Sewer &amp; Plumbing</b>				
Bubblers	11 Bubblers in school. 4 OK - 7 adjust or replace	\$5k plus labor	\$7,500.00	Completed
Freeze-up Repairs			\$15,904.00	Completed
Installation Water Bottle Fill Stations			\$6,007.75	Completed
<b>Doors, Windows &amp; Floors</b>				
Walk Off Rugs - Main Doorways		\$2,000	\$2,000.00	Completed
Walk Off Rugs - Other Doorways		\$4,000	\$4,000.00	Completed
<b>Electric</b>				
Transformer Replacement	Transformer is original; failure = no service	\$50,000-\$90,000; one estimate was \$69,000	\$90,000.00	Still Open
Exterior Lighting Upgrades			\$1,689.90	Completed
Elevator Motor and Hydraulic Seal Replacement			\$11,615.00	Completed
<b>Grounds &amp; Other</b>				
Outside Lights	Some completed			All failed lights repairs completed
Blinds	Roller Shades with pull chain	\$8,000.00 to \$9,000.00	\$25,000.00	Completed
Door Replacement	Survey needed	TBD		Still Open
Snowblower			\$2,099.00	Completed
<b>Total PH</b>			<b>\$555,693</b>	

# Page Hilltop Facility, Building, Equipment Upgrades, and Major Repairs

Boiler Repairs	New Classroom Furniture
Air Compressor	New Flooring in Computer Lab
Condensate Return Tank and Pumps	Roof Repair Over Computer Lab
Sewer Main Repair	Water Bottle Filling Stations
Grease Trap Replacement	Drinking Water Bubblers
Exhaust Fan	Library HVAC Repairs
Steam Leak Repairs	Classroom Univents
Asbestos Abatements	Added Floor Hatch
Pipe Insulation	Main Gas Meter
Heating Hot Water Coils	2 New Water Meters
Painting	Oil Pump Motor Starter
Carpeting	Explore Adding Emergency Lighting to Gen
Window Blinds	New Reach in Freezer
Window Repairs	New Snow Blower
Elevator Repair Seal Replacement	New Leaf Blower
Chain Link Fence Repairs & New Gate	Electrical Feed Repair
Office Moves	Clean Out / Purge
Exterior Lighting	General Plumbing & Electrical repairs
Road & Parking Lot Paving	New Washing Machine
New Carpet Installations	Window Replacements
Paving	10 Yards of Mulch for Playground
Walk-in Cooler & Freezer Repairs	General Roofing Repairs
Centrifugal Pump Set Replacement	Boiler PMs
Elevator Motor Replacement	Painting of Cultural Arts
Elevator Hydraulic Fluid Replacement	Outdoor Canopy Lighting Replaced
Door Replacement ACP	Electrical Work
Ductless Mini Split A/C Installations	Generator Piping Modification & Electrical
New Flooring Installations - Carpeting	Asbestos Abatements
New Flooring Installations - VET	Parking Lane Restriping
Virtual Server Upgrade	Wall Mounted Projectors Installed-Gr. 5
Wifi Units Added to Increase Coverage	New Internet Modem to Double Internet Speed
Learning Center Ipads Upgraded	New Laptops for Classroom Presentation Stations
All Desktop Computers Cleaned Up	

## Middle School - Three Year Capital Plan 2016-2019

MS	Background/Detail	Estimated Cost	Total Amount	Status
<b>Heating, Ventilation &amp; Cooling</b>				
Library HVAC Controls		TBD - proposal pending		
Classroom Univent Repairs			\$1,895.69	Completed
Roof Top HV Unit Repairs			TBD	Completed
Roof Top HV #4 Repairs	Heat exchangers (2), and Auxiliary Equipment	\$17,212.00		Completed
Centrifuge Pump Mechanical Seal Replacement - 2 pumps			TBD	Completed
<b>Water, Sewer &amp; Plumbing</b>				
<b>Doors, Windows &amp; Floors</b>				
Stage Floor		\$10,000 (quote received)	\$10,000.00	Still Open
Window Replacement	Cafeteria and Library		\$1,115.00	Completed
<b>Electric</b>				
Stage Lights Control	Job Complete	\$4,900.00		
<b>Electric</b>				
Replace Building Lighting Controls	Original system failing; company out of business	\$20,000-\$40,000	\$40,000.00	Still Open
Exterior Light Repairs			TBD	Completed
<b>Grounds &amp; Other</b>				
Curb Repairs	Recommend replacement with granite	TBD		Still Open
Intrusion Detection	not audible or connected; fix & connect to JACE	TBD		New System Installed
Expand Camera System	Phase 1 - integrate; add bathroom	\$20,000 state grant	\$20,000.00	Still Open
Expand Camera System	Phase 2 - add additional cameras	\$30,000 - BCM	\$30,000.00	Still Open
Upgrade / repair automated controls	Install 4 "Spider" controls - 1 already completed	\$7,500	\$7,500.00	Still Open
Roof Leak Repairs			\$6,965.00	Completed
Gym Shot Clocks Repairs			TBD	Completed
<b>Total MS</b>			<b>\$117,476</b>	

# Middle School Facility, Building, Equipment Upgrades, and Major Repairs

Window Replacements

Science Rooms Neutralizing Tanks

General Roof Repairs

Painted 40' Storage Unit

General Plumbing Repairs

Gym Floor Reconditioning

Heating System Repairs

Metal Matting at Main Entrance

Water Bottle Fill Station Installations

Parking Lane Restripling

Desktop Computers Cleaned Up

Google Expeditions Mobile VR Lab Added

Lock Changes

Parking Lot Signs

Dumpster Surround

Front Sign Replacement

General Electrical Repairs

Carpet Extractor

Boiler PM's

Centrifugal Pump Set Piping Reconfiguration

School Bell System Installation

WiFi Added to Increase Coverage

90 Chromebooks Added

New Modem to More Than Double Internet Speed

## High School Three Year Capital Plan 2016-2019

HS	Background/Detail	Estimated Cost	Total Amount	Status
Scoreboard	Wide Range	\$8,000 to \$25,000 - extreme - over \$100K	\$25,000.00	Field Complex under review
Track w/Site Improvements	New	\$2,100,000.00	\$2,100,000.00	Field Complex under review
Stands & Lighting	New		\$840,000.00	Field Complex under review
Lavatory Facilities	New		\$365,000.00	Field Complex under review
Concession Buildings	New		\$365,000.00	Field Complex under review
Soccer Field Irrigation		\$3,000.00	\$3,000.00	Still Open
Turf Field	New	\$1,400,000.00	\$1,500,000.00	Field Complex under review
Lower & Upper Field Improvements, Site work and Contingency			\$1,930,000.00	Field Complex under review
Scoreboard Repairs	Computer and console		\$1,733.35	Completed
<b>Total HS</b>			<b>\$7,129,733.35</b>	

## High School Facility, Building, Equipment Upgrades, and Major Repairs

Knoll Landscaping	Storage Shed Installation
Garden Tractor Purchase	Baseball Field Repairs
Outdoor Furniture	Boiler Preventive Maintenance
Chain Link Fencing Repairs	Bldg Safety Equipment Testing
Football Field Irrigation System Repairs	Gym Floor Reconditioning
Scoreboard & Stand Repairs	General Repairs Plumbing
Added Electrical Outlet at S Board	General Repairs Roofing
HVAC Repairs and Maintenance	Generator Service
Painted 40' Storage Unit	Auditorium Sound Board Repair
HVAC System Repairs	Gym Floor Refinishing
Site Work for Storage Shed Install	Painting
New Modem to Double Internet Speed	Phone System Upgrade (coming)
Virtual Server Upgrades	Network Switch Maintenance
Desktop Computers Cleaned	Classroom Projectors Maintenance

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



*Broadcast and Recorded by APAC*

**Tuesday July 17, 2018**  
**Open Session Meeting Minutes**

**BOS Present:** Jannice L. Livingston, Chair; Christopher R. Hillman, Vice – Chair; Scott A. Houde, Clerk

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

**Call to Order:** J. Livingston called the meeting to order at 7:00 PM.

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

**Review and Approve Agenda:**

**Motion:** A motion was made by S. Houde and seconded by C. Hillman to approve the agenda. **Motion passed 3-0.**

**Announcements:** None

**Public Input:** None

**Application for Common Victualler's License - R & R Concepts, Corp. d/b/a Bar25, 25 Main Street:**

C. Antonellis spoke on behalf of the applicant, because he was unable to attend. She explained that the applicant has submitted all needed documentation to the Board of Health and is recommending approval. C. Antonellis explained that all taxes were current on the property.

**Motion:** A motion was made by C. Hillman and seconded by S. Houde to approve the Common Victualler License as requested. **Motion passed 3-0.**

**Superintendent Mark Wetzel, Department of Public Works:** M. Wetzel asked all residents and business owners to conserve water as much as possible because of the dry weather and because two wells are offline; one for PFAS contamination and the second for maintenance.

*Approval of Covenant Regarding Sewer Easement* – M. Wetzel is requesting approval of a Covenant between the Town and Nasoya Foods, USA, LLC relating to a sewer easement. Nasoya is constructing an exhaust stack for additional odor control on the south side of their facility on New England Way. This construction will include an equipment pad located partially within an existing sewer easement. Town Counsel drafted the Covenant with the assistance of the DPW and legal counsel from Nasoya.

**Motion:** A motion was made by S. Houde and seconded by C. Hillman to approve the covenant between the Town of Ayer and Nasoya Foods relating to the sewer easement. **Motion passed 3-0.**

*Parking Management Plan* - M. Wetzel asked to have the following item "Parking Management Plan" under *New Business* taken out of order. Members agreed. M. Wetzel handed out a memo "Parking Management

Study” which provided an update on the implementation of the Town Parking Management Plan. *Sculley Road* – M. Wetzel handed out a memo “Status of Sculley Road Safety Improvements”. He informed the BOS that the old cable guard rail and concrete posts were removed and the brush and the bushes at the curve in the road have been cut and/or removed.

**Mr. Ed Starzek, Director of Land Planning and Permitting:** *Vicksburg Square rezoning process* – Mr. Ed Starzek and Mr. Richard Henderson were in attendance, following-up on their last meeting with the BOS relating to Devens Vicksburg Square rezoning process. Mr. Starzek stated that MassDevelopment was looking at the state’s 40R redevelopment program. The 40R program is an incentive program for dense residential development. He stated that host communities can receive a one-time payment for mitigation costs.

C. Hillman asked about the percentage of affordable housing units. Mr. Starzek stated that they were looking at approximately 25%.

S. Houde asked about the number of units and whether MassDevelopment planned on increasing their public safety services to accommodate the increase in population. Mr. Starzek stated that the public safety services are modeled after their daytime population of approximately 5,000 people, who work throughout the Devens Campus.

C. Hillman stated that he would like to revisit the school contract issue, as all Devens school aged children attend Harvard Public Schools.

R. Pontbriand asked about the projected timeline. Mr. Starzek said at this point, MassDevelopment is looking at a spring 2019 Super Town Meeting.

**Town Manager’s Report:** *Administrative Update/Review of Warrant(s)* - R. Pontbriand reported that he has reviewed, approved, and signed the following warrants:

• Payroll	Warrant #18-25	\$329,674.82	June 19, 2018
• A/P	Warrant #18-24	\$820,234.78	June 26, 2018
• Payroll	Warrant #18-26	\$314,598.06	July 2, 2018

*BOS Policies Update* – J. Livingston reviewed the final DRAFT of the BOS Policies update, noting changes made along the process of review.

**Motion:** A motion was made by S. Houde and seconded by C. Hillman to approve the BOS Policies update as highlighted by J. Livingston. **Motion passed 3-0.**

*I.T. Policies Update – IT Committee* – C. Knox reported that the IT Committee met and updated four IT related policies and is recommending approval by the BOS. The four updated policies are as follows: The Information Technology Acquisition Policy; the Ayer Social Media Policy; the Information Technology Policy for Portable Storage Devices; and the Electronic Communications Policy.

**Motion:** A motion was made by S. Houde and seconded by C. Hillman to approve the updates for the Information Technology Acquisition Policy; the Ayer Social Media Policy; the Information Technology Policy for Portable Storage Devices; and the Electronic Communications Policy as highlighted by C. Knox. **Motion passed 3-0.**

*DRAFT FY '20 Budget Calendar* – R. Pontbriand presented a DRAFT FY' 20 Budget Calendar. He asked the BOS to review for discussion at the August BOS meeting.  
R. Pontbriand gave a brief update on administrative matters.

**New Business/Selectmen's Questions:** *Street Cameras (Selectman Hillman)* – Following up on an earlier discussion with the Police Chief, C. Hillman would like the Police Department to research the potential of adding street cameras to increase public safety. He mentioned having cameras downtown, at the intersection of Groton Harvard Road and Central Avenue, and at Pirone Park.

C. Hillman also asked for an update on future renovations planned by McDonalds.

On another matter, R. Pontbriand advised that the Community and Economic Development Office was in the process of researching an *Adopt a Road* program.

**Approval of Meeting Minutes:**

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to approve the meeting minutes from June 19, 2018. **Motion passed 2-0-1.**

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to approve the meeting minutes from June 26, 2018. **Motion passed 2-0-1.**

**Adjournment:**

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to adjourn at 8:44 PM. **Motion passed 3-0.**

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

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

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