

RECEIVED

FEB 12 2021

TOWN OF AYER

TOWN CLERK

10:30am

Carly Antonellis

**Town of Ayer
Select Board**

**Ayer Town Hall – 1st Floor Meeting Room
1 Main Street, Ayer, MA 01432**



Thursday February 18, 2021 – 5:00 PM

Open Session Remote Participation Meeting Agenda

Due to the ongoing COVID-19 Pandemic, Governor Baker issued an Emergency Order Temporarily Suspending Certain Provisions of the Open Meeting Law. Public bodies otherwise governed by the OML are temporarily relieved from the requirement that meetings be held in public places, open and physically accessible to the public, so long as measures are taken to ensure public access to the bodies' deliberations "through adequate, alternative means." This meeting will be broadcast live on Channel 8, and on Zoom. The public may participate remotely by following the call-in information on the bottom of the live broadcast screen.) For the Zoom meeting information relating to remote participation, please contact Carly Antonellis, Assistant Town Manager at atm@ayer.ma.us or 978-772-8220 x100 prior to the meeting.

5:00 PM

Call to Order

Pledge of Allegiance; Review and Approve Agenda; Announcements

Public Input

Individuals with public input and/or questions for the Select Board should call-in at this portion of the meeting and state their name and address when asked by the Chair. Any public input and/or questions may be sent to the Assistant Town Manager, Carly Antonellis at 978-772-8220 or at atm@ayer.ma.us

5:05 PM*

Alan Manoian, Director, Community & Economic Development

1. Presentation of Citations for Ayer Sesquicentennial Celebration

5:10 PM

Catania Spagna Proposed Expansion, 1 Nemco Way

5:25 PM

Alicia Hersey, Program Manager, Comm. Development Office

1. Affordable Housing Trust Bylaw Update

5:30 PM

Mark Wetzel, Superintendent, Department of Public Works

1. Street Opening and Driveway/Accessway Permit Regulations
2. MOA for Wastewater Discharge Permit – Nasoya Foods USA, LLC.
3. Execution of Contract - Wastewater Treat. Plant Alum Flow Pacing
4. Spectacle Pond Well 1A Replacement Well Change Order 1
5. Grove Pond PFAS Treatment Facility Change Order 2
6. Wastewater Treatment Plant Upgrade Change Order 2
7. Proposal for DPW Assistant Supt. for Water & Wastewater and Part Time Clerk

6:00 PM

Town Manager's Report

1. Administrative Update/Review of Town Warrant(s)
2. COVID-19 Update
3. FY '22 Non-Union Cost of Living (COLA) Recommendation
4. Discussion on the Transfer of the Woodlawn Cemetery to the Town
5. FY '22 Budget and Annual Town Meeting Update

6:20 PM

New Business/Selectmen's Questions

6:25 PM

Approval of Meeting Minutes

February 2, 2021

Adjournment

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



Retail | Food Service | Bulk | Private Label

Processors & Packers
of Vegetable, Olive
& Blended Oils

www.cataniaoils.com | oils@cataniaoils.com

February 12, 2021

Robert A. Pontbriand
Town Manager
Ayer Town Hall
1 Main Street
Ayer, MA 01432

**RE: Massachusetts Economic Development Incentive Program
Formal Incentives Intent Letter - Ayer, Massachusetts**

Dear Robert,

Thank you for meeting virtually with representatives from Catania Oils ("Catania Oils" or the "Company") on February 11, 2021 regarding the Company's proposed expansion plans in Ayer and the available tax incentives. Please accept this letter pursuant to the requirements of the Commonwealth's Economic Development Incentive Program (EDIP) as Catania Oils' formal letter of intent to apply for incentives that may include municipal property tax relief.

Headquartered in Ayer, Massachusetts, Catania Oils is a fourth-generation, family-owned business founded over 100 years ago by Giuseppe Basile, an Italian immigrant who brought his olive oil business from Sicily to the United States. The Company has grown into a leading manufacturer of edible oils, including virgin olive, vegetable, blended, organic, and specialty oils. Catania Oils serves customers in the bulk ingredients, food service, retail, and private label markets across the U.S., and sells its own branded products.

The Company owns its corporate offices and distribution facility located at 3 Nemco Way and its manufacturing facility located on rail at 1 Nemco Way. As a result of increased customer demand for its products, Catania Oils has a need to expand its operations. The Company has explored properties in Massachusetts and out of state and the Company's current manufacturing location in Ayer is under consideration as a viable option for the expansion project.

The proposed project consists of constructing an estimated 51,500 square foot, on-site manufacturing expansion. The project investment is estimated at \$14.4 million, including \$6.3 million in construction costs, \$2.6 million for infrastructure costs and \$5.5 million for personal property. The Company plans to retain 160 full-time jobs and create 30 new, permanent full-time jobs over a 5-year period.

As an industry leader, Catania Oils is proud to be counted among the largest manufacturers in Ayer and has enjoyed contributing to the Town's economic well-being for more than 25 years. Catania Oils and its employees spend on products and services purchased from local and regional businesses. The proposed project is expected to retain and attract a diverse workforce and provide additional revenue to the Town in the form of real estate taxes, vehicle excise taxes, meals taxes, and permit fees. In addition, Catania Oils has a long history of charitable giving and is an engaged community partner supporting education, food pantries and many other programs in Ayer and beyond.



Retail | Food Service | Bulk | Private Label

Processors & Packers
of Vegetable, Olive
& Blended Oils

www.cataniaoils.com | oils@cataniaoils.com

Catania Oils looks forward to continuing a mutually-beneficial relationship with the Town of Ayer as it considers this proposed expansion project.

Sincerely,

Michael Coutu
Chief Financial Officer

cc: Annamarie Kersten, EDIP Director
Kevin Kuros, Regional Director, MOBD
Lynn Tokarczyk, Business Development Strategies, Inc.



MEMORANDUM

Date: February 5, 2021
To: Ayer Select Board
From: Mark Wetzel, Superintendent of Public Works
Subject: **Agenda Items for February 16, 2021 Select Board Meeting**

1. **Street Opening and Driveway / Accessway Permit Regulations**– The draft Street Opening Permit and Driveway Accessway Permit Regulations were present to the Select Board on January 19 and were posted on the Town web site for review and comment with comments due by Friday February 5. Based on the comments received (primarily clarifications/ corrections) the proposed regulations have been finalized for approval by the Board. Attachments for review and approval:

- Street Opening Permit Regulations
- Driveway / Accessway Permit Regulations

2. **Memorandum of Agreement for Wastewater Discharge Permit and related water usage – Nasoya Foods USA, LLC** – Nasoya Foods USA is a major industry in the Town of Ayer. They currently have a Wastewater Industrial Pretreatment Permit to discharge 170,000 gallons of wastewater to the Ayer sewer and treatment system. Due to the high strength of the wastewater, Nasoya operates a pretreatment wastewater system. In September 2018, Nasoya requested an increase in several permit parameters to meet their growing business. The Ayer DPW and the Town Manager have negotiated the conditions and prepared a Memorandum of Agreement for approval and signature by the Board. Note that Nasoya will need to submit a permit application that will require review by the DPW, EPA and MassDEP.

3. **Execution of Contract for Wastewater Treatment Plant Alum Flow Pacing Improvements Project** – General bids for the Alum Flow Pacing Improvement Project at the Ayer Wastewater Treatment Plant were received at the DPW on December 10, 2020. We received four (4) bids ranging from \$97,500.00 to \$135,000.00. The low bidder is Weston & Sampson CMR, Inc. from Reading, MA. We have worked with Weston & Sampson on several wastewater projects.

This project is required by the US EPA to meet the NPDES permit requirements for the Ayer Wastewater Treatment Plant.

We recommend executing the contract with Weston & Sampson CMR, Inc. for \$97,500.00 for signature by the Board.

4. **Spectacle Pond Well 1A Replacement Well Change Order 1** – Attached is Change Order 1 for the construction of the replacement well for Spectacle Pond Well 1A. This replacement well is required for two reasons – we have discovered holes in the well casing and the well

needed to be relocated in order to site the new PFAS treatment Plant. This change order was requested to change the piping connection from the new well to the existing transmission pipe. The change order is for \$9,452.00 increasing the contract amount to \$271,452.

We recommend approve of Change Order No.1 for Spectacle Pond Well 1A Replacement Well, Dankris Builders, Inc. in the amount of \$9,452.00 for signature by the chair.

5. **Grove Pond PFAS Treatment Facility Change Order 2-** Attached is Change Order 2 for the Grove Pond Water Treatment Plant PFAS Treatment Facility project. This Change Order includes additional work for the electrical grounding system (\$1,862) required by the electrical code and a credit for the final cost to install the automatic backwash valves (\$-19,669) for a total change order credit amount of \$17,957.

We recommend that the Select Board vote to execute Change Order 2 with Winston Builders Corp. for the Grove Pond Water Treatment Plant PFAS Treatment Facility Project for a credit to the contract in the amount of \$17,957 for signature by the Board).

6. **Wastewater Treatment Plant Upgrade Change Order 2** – Attached is Change Order 2 for the Wastewater Treatment Plant Upgrade project that is nearing completion. The change order totals \$12,378.00 and is for additional work to upgrade the fire alarm system to meet the Ayer Fire Department requirements.

We recommend that the Select Board vote to execute Change Order 2 with Winston Builders Corp. for the Wastewater Treatment Plant Upgrade Project in the amount of \$12,378.00 for signature by the Board).

7. **Proposal for DPW Assistant Superintendent for Water and Wastewater and Water & Sewer Billing Clerk (Part-Time)** – We are proposing the addition of 2 positions for the Water and Wastewater Enterprise funds. I will give a brief personation on the need for these positions, job descriptions and budgets.

**STREET OPENING PERMIT
REGULATIONS**

TOWN OF AYER, MASSACHUSETTS

DEPARTMENT OF PUBLIC WORKS

February 15, 2021

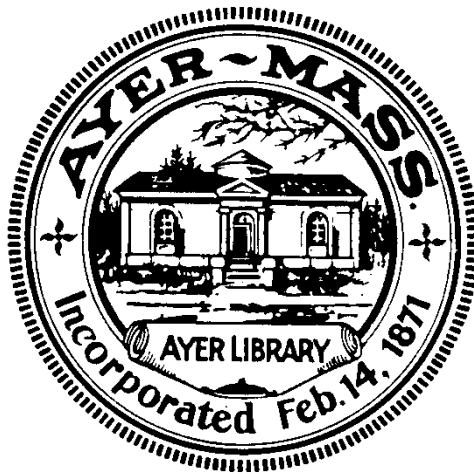


Table of Contents

- 1.0 Intent and Administration
- 2.0 Definitions
- 3.0 Street Opening Permit Application
- 4.0 Fees
- 5.0 General Conditions
- 6.0 Street Opening Permit Conditions
- 7.0 Required Construction Procedures
- Appendix A - Fees
- Appendix B – Insurance Requirements

1.0 Intent and Administration

- 1.1. The purpose of this regulation for access to the public Right-of-Ways in the interest of public safety and convenience, and the operation and protection of public works infrastructure. Design and construction standards are required to preserve the integrity, operational safety, and function of the public Right-of-Way.
- 1.2. An approved Street Opening Permit must be obtained prior to any excavation, occupancy or obstruction within the Town Right-of-Way. Examples of work that would require a permit of this type include, but are not limited to, utility installation and repair, curbing and sidewalk repair, pole, boring or guard rail fence installation.
- 1.3. The Superintendent of Public Works is the principle Town official responsible for the administration of the Right-of-Ways, Street Opening and Driveway / Access Permits, and these Regulations. The Superintendent may delegate any or all of the duties hereunder.
- 1.4. Excavation on State Highway, under MassDOT jurisdiction requires permitting through MassDOT. The Permittee shall obtain said approvals and permits and submit with the application.

2.0 Definitions

- 2.1. For the purpose of understanding the Regulations, all words shall have their standard meanings. These words are more particularly defined as follows.
 - Alteration: any change of existing conditions.
 - Applicant: any individual, firm, corporation, partnership, or agency, public or private that has filed a Permit Application.
 - Application: Street Opening Permit Application.
 - AAB : Architectural Access Board, a regulatory agency within the Massachusetts Office of Public Safety. Its legislative mandate states that it shall develop and enforce regulations designed to make public buildings accessible to, as well as functional and safe for use by persons with disabilities.
 - ADA: Americans with Disabilities Act and all the requirements set forth therein.
 - Berm: a shoulder curb on rural and urban highways which do not have continuous curb and require control of drainage; directs water to closed drainage system, prevents sloughing of the pavement edge, and provides additional lateral support
 - Circular Driveway: a residential driveway with two (2) access openings across or through the same frontage.
 - Select Board: elected body of officials that direct policy decisions of the Town through the office of the Town Manager.
 - Drainage System: the network of culverts, manholes, catch basins, ditches, pipes, swales, gutters, and other man-made and natural courses for controlling stormwater runoff from Town Roads.
 - Commercial: relating to any property use other than residential use as defined in this section. Lots with seven or more dwelling units, lots with mixed use, and lots with

commercial and/or industrial uses shall be “Commercial” lots for the purpose of this regulation.

- Construction Within the Right-of-Way: the alteration of any structure, creation of any new structure, excavation, installation or modification of utilities or subsurface structures, or physical modification within the Right-of-Way.
- Corner Clearance: distance from roadway intersections to the nearest driveway entrance
- Curb: a raised device used extensively on urban streets and highways controls drainage, restricts vehicles to the pavement area and defines points of access to abutting properties
- Curb Cut: the phrase used to refer to the width of the opening to the street.
- Dig Safe shall mean the current existing underground facility damage prevention system established by Massachusetts State statute to provide for safe underground excavation.
- DPW: Department of Public Works.
- Driveway shall mean the portion of a street from the private property to provide vehicular access, parking, and/or storage from the private property to the Town roadway. Driveway Types:
 - Residential: a driveway leading to a Residential use as defined in this section.
 - Commercial: any driveway leading to a Commercial use as defined in this section.
- Emergency — an event that may threaten public health or safety, including but not limited to, third party damaged or mechanical failure resulting in water or gas facility systems leaking, damaged / plugged or leaking sewer or storm drain facility systems, damage resulting in customer service outage to underground electrical and communication facility systems or downed overhead pole structures.
- Encroach:
 - The placing, depositing, or parking of any ladder, staging, scaffolding, rigging, tower, fence, wall, material, equipment, machinery, dumpster, container, refuse, debris or any other such object, article or thing used in connection with, or arising out of, any building, construction, demolition or other similar work. Encroach shall also include the placing, depositing, or parking of any trailer, truck or like vehicle adjacent to or in close proximity to aforementioned work, and which is being so used for such purposes.
 - An intrusion or use caused by the draining or pumping of water in any manner that may in any way obstruct, impede, or endanger public use or travel, or could cause any icy condition which in any way may obstruct, impede or endanger public use or travel or the Town drainage system.
 - The placing of any booth, stall, stand, display, goods or merchandise for sale, vending machine, billboard, sign, advertising instrument or apparatus, or any other such object, article or thing;

- The placing or erecting of any shed building, tower, pole, pole line, pipe, wall, fence or any other such structure or object.
- The placing of steel plates not properly fastened, not properly ramped, or not properly recessed and fastened.
- Excavation: Action of digging up, drilling, auguring, tunneling, milling, reclaiming, or cable and pipe driving. Excavation does not include the tilling of soil, gardening, or displacement of earth, rock or other material, including the establishment, construction, resurfacing, repaving or reconstruction of any sidewalk and/or driveway approach,
- Jackie’s Law: The Commonwealth of Massachusetts General Law Title XIV: Chapter 82A Excavation and Trench Safety.
- MassDOT : The Massachusetts Department of Transportation.
- Permit: Street Opening or Driveway / Accessway Permit,
- Permittee: Recipient of a Street Opening Permit, including property owner, all contractors and subcontractors working on the project.
- Protected Street: A street that has been resurfaced or rehabilitated within the past (5) five years
- Right-of-Way: the land acquired for or devoted to roadway and municipal purposes that includes the total width of the Right-of-Way as shown on survey plans for the Town of Ayer.
- Roadway: a means of vehicular access to a Town road or Town Road Right-of-Way that serves more than one single or individual family dwelling, duplex unit, multifamily unit or commercial establishment.
- Setback: the lateral perpendicular distance between the Right-of-Way line and a roadside building, gasoline pump, curb base, display stand, or other object, the use of which will result in space for vehicles to stop or park between such facilities and the Town Road Right-of- Way.
- Sidewalk: any public area within a Town Right-of-Way (including driveways) that is available to pedestrian traffic

3.0 Street Opening Permit Application

- 3.1. Street Opening Permit Application shall be obtained from the office of the DPW or on-line at www.ayer.ma.us except as otherwise provided in this Regulation.
- 3.2. When submitting the permit application, include:
 - Completed application
 - Application fees (See Appendix A)
 - A Certificate of General Liability Insurance
 - Dig-Safe number
 - Trench Permit Application (if applicable)
 - Starting and completion dates

- Detailed scaled drawing showing the limits of excavation, dimensions, curb lines, sidewalks and adjacent utilities.
 - Property owner and contractor signatures on the application.
- 3.3. The permit fee is required with each Permit and is due at the time of application submittal. The application fee shall be as stated in Appendix A of these Regulations. If the permit is denied, the fee will be refunded.
 - 3.4. A performance bond in the sum of \$5,000 is required for each Street Opening Permit granted that requires a Street Opening Permit for excavation. All bonds shall be in full effect for a period of one (1) year from the date of application. A performance bond will not be required for Street Opening permits related to obstructions in the Right-of-Way.
 - 3.5. Traffic management plan is required for all arterial/collector streets. The Applicant will be required to submit a traffic control plan prior to the issuance of a permit. Police detail is required on all arterial/collector streets. Efforts shall be made to maintain normal traffic flow. All road closures shall be communicated to the Police Chief within 24-hours of their expected closure. Any changes to proposed road closure plans shall be communicated to the Police Chief as soon as possible as they occur.
 - 3.6. If a road has been resurfaced within the last five (5) years (protected street), the permit may be denied for work impacting the new surface or may be approved with specific conditions.
 - 3.7. Permits for routine street openings are issued only between April 1st and November 15th.
 - 3.8. The Permit is valid for 60 days from date of issue. This Permit may be renewed at no cost by requesting an extension in writing, including a statement that conditions have not changed since the time of the original submission. The applicant shall file a request for an extension prior to the expiration of the permit. If the permit is allowed to expire without timely renewal the applicant shall reapply for a new Permit and pay the applicable fee
 - 3.9. In order to obtain a permit, the applicant must be current on all of its financial obligations to the Town. In addition, a permit may be withheld or denied if the applicant, owner or contractor are currently in violation of any other town permits.
 - 3.10. After the applicant has submitted the required materials and received confirmation that the submission was received by the DPW, the application will be reviewed by the DPW within 10 business days. After 10 business days, if the no action is taken, contractors may proceed with work but still are subject to following all of the regulations in this document.
 - 3.11. During the review process, the applicant shall, at his own expense, provide any additional information relevant to the proposed access required by the DPW. Any new material submitted after the initial submission date shall restart the review period.
 - 3.12. As a result of the review, the application will be approved as submitted with standard condition, approved with additional conditions, or denied as submitted. The decision will be mailed / emailed no later than 10 business days after the submission date.
 - 3.13. Once the permit is issued, the applicant may commence construction after giving 48 hours notice to the DPW, Police Department and Fire Department. The applicant is responsible for obtaining all other required permits or approvals before commencing construction.

- 3.14. The Superintendent may suspend a Permit for violation of Permit condition(s) after a written notification to the applicant by certified mail or hand delivery. The applicant has ten (10) days to rectify any work in violation of the Permit requirements. Failure to comply or to respond within the specified time period may result in the revocation of the Permit.
- 3.15. An Applicant aggrieved by the decision of the Town may appeal to the Town Manager. The appeal shall be in writing and submitted to the Town Manager within ten (10) business days of date of the decision.
- 3.16. Emergency permits will be issued only when an emergency situation arises. When a utility emergency is declared, the Permittee shall notify the DPW citing the location and reason for the emergency. Within 48 hours the DPW will expect a standard Permit application to be filled out and filed. Failure to comply with the rules for emergency excavation shall be in violation of these Regulations. Emergencies shall be worked on continuously until the repairs are complete and the disturbed pavement restored to grade level with hot mix asphalt.

4.0 Fees

- 4.1. No application for a Street Opening Permit shall be accepted from any person, firm, corporation, or other entity without a fee payment. Federal, State and Municipal entities are exempt from fee payments, but permit must still be applied for.
- 4.2. Fees shall be as stated in Appendix A.
- 4.3. Payment shall be in the form of a check, money order payable to the Town of Ayer or credit card.
- 4.4. Fees will be refunded if the permit is not approved.

5.0 General Conditions

- 5.1. The permittee shall observe the bylaws, regulations and specifications adopted by the Town of Ayer to govern the work covered by this permit. Failure may result in revocation of this permit.
- 5.2. All materials and work shall be in accordance with the Town of Ayer Subdivision Regulations and DPW Construction Standards.
- 5.3. Drainlayers / Water Installers License - All persons and / or companies that plan to install or modify water, sewer, and drain infrastructure (exterior to a structure) must first obtain a Drainlayers or Water Installers License in Accordance with Town Regulations.
- 5.4. Notice shall be given by the permittee to the DPW, Police and Fire Departments 48 hours in advance of work.
- 5.5. A copy of the permit shall be kept at the work site and shall be available to Town officials upon request.
- 5.6. No work shall result in the concentration and discharge of surface or subsurface water including any mechanical dewatering activity into public or abutting property. All federal, state and local Stormwater Regulations apply.

- 5.7. It is the permittee's responsibility to obtain all applicable federal, state, and local permits prior to commencement of any work on Town owned land.
- 5.8. No newly constructed or reconstructed pavement less than five (5) years old (protected street) will be permitted to cut except in cases of emergency. If a protected street requires excavation due to an emergency, the trench shall be properly compacted and pavement restoration requires placing of binder course pavement to the thickness of the existing pavement, cold planing and overlay of the entire frontage, from curb to curb, of the lot where the excavation is performed. The joints shall be sealed with emulsion seal and sand cover. There shall be a smooth transition from existing pavement to new pavement.
- 5.9. No construction activity, unless approved by the DPW or authorized representative, shall be performed at times not allowed under Town work hour regulations.
- 5.10. No materials shall be stored in the area of paved roadway and sidewalk outside of working hours. Any materials or equipment stored within other areas of the Town's Right-of-Way shall be protected with lights and barricades.
- 5.11. When, for reasons of safety, it is necessary for work to be completed outside of working hours, the contractor shall be notified to take immediate corrective action. If the contractor cannot be contacted or if he/she fails to do the work, the DPW shall take corrective action and bill the contractor.
- 5.12. Notice of Violation - Any person found to be violating any provision of these Regulations shall be served by the Town with written notice stating the nature of the violation and provided with a ten (10) day time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease and correct all violations. The Select Board have designated the Superintendent to enforce these regulations. The Town will issue a "Notice of Violation" whenever it determines that:
 - a. Street Opening Work is proceeding without a valid permit.
 - b. A contractor is in non-compliance with the Rules and Regulations set forth by the Department of Public Safety.
 - c. Construction is proceeding in a manner that jeopardizes public safety.
 - d. Construction is occurring in violation of these Regulations and/or any other applicable approved specification or details.
 - e. There is damage to the surrounding roadway, public property, and/or utilities resulting from the work.
 - f. There are debris and/or soils in the roadway resulting from the work.
 - g. Work is not completed, including necessary testing and or documentation.
- 5.13. Fines- The Superintendent may impose a \$300.00 fine per day against any Permittee who violates the requirements contained herein until the violation is rectified and accepted by the Superintendent. The Permittee may appeal the fine to the Select Board. The appeal must be made in writing within 10 business days of issuance.
- 5.14. Any person violating any of the provisions of these Regulations shall become liable to the Town for any expense, loss or damage incurred by the Town by reason of such violations.

- 5.15. Excavations During Winter-No person or utility shall be granted a Street Opening Permit or open any street or sidewalk from the time of November 15th of each year to April 1st of the following year unless the Superintendent determines that weather conditions are likely to be favorable, or unless an emergency or special condition exists and permission is obtained in writing from the Town.
- 5.16. Emergency Action -Nothing in this Regulation shall be construed to prevent the making of such excavations as may be necessary for the preservation of life or property or for the location of trouble in conduit or pipe which may be a threat to life or property, or for making emergency repairs, provided that the person making such excavation shall apply to the Town for such a permit on the first working day after such work is commenced. Before any excavation work is started, the person or utility excavating must contact all utilities for the spot locations.
- 5.17. Warranty of Work -The Permittee shall for a period of one (1) year thereafter, be fully liable for all defects in materials and workmanship relating to the permitted work and shall promptly repair or replace the same upon notice of the Superintendent and to the satisfaction thereof.
- 5.18. Pavement repairs guaranteed by each Permittee shall meet all of the following conditions in order to remain in conformance with these Regulations.
 - h. The entire area shall be free from de-lamination of the approved surface material.
 - i. No distortion of one-half inch or greater shall exist over more than five percent (5%) of the total surface area of the repair.
 - j. No cracks of one-quarter inch or greater shall exist in the surface or edges of the repair totaling more than five percent (5%) of the repair perimeter.

Non-conformance with any of the above conditions shall constitute a breach of guarantee and subject the Permittee to remedial actions as required by the Superintendent.

6.0 Street Opening Permit Conditions

- 6.1.Inspections - The Permittee shall notify the DPW when an inspection is required and coordinate the timing of such inspection. The Permittee shall notify the DPW for an inspection at each of the following events:
 - a. Prior to the start of trench excavation operations,
 - b. Prior to trench backfilling operations,
 - c. Following completion of temporary patch placement
 - d. Prior to removal of temporary patch for installation of permanent patch
 - e. Following final paving preparation (i.e. after saw cutting and grading, but prior to placing asphalt) and
 - f. Following completion of permanent patch placement.
 - g. The Superintendent may also make additional inspections from the events listed above if deemed necessary to enforce these Regulations. In the event that any dispute exists as to the amount, nature, or scope of the work under this Regulation, the decision and judgment of the Superintendent shall be final and binding unless appealed to or stayed by a court of competent jurisdiction.

- 6.2. Working Hours - Except in emergency situations, Street Opening Work shall occur between the hours of 7 AM and 5 PM. The Permittee must give notice of the intended Street Opening Work forty eight (48) hours in advance to the Superintendent, and the Police Chief, and if required, arrange for and pay for the police detail to be present throughout the period of time that the Street Opening Work is to be conducted.
- 6.3. Dig-Safe- Prior to beginning any Street Opening Work, the Permittee shall contact DIGSAFE at telephone number 1-888-DIG-SAFE to have all underground utilities located. The assigned DIGSAFE number shall be listed on the street opening permit application.
- 6.4. Existing Utilities - Before starting any excavation, the Permittee must confer with all utilities to obtain information from each as to the horizontal and vertical locations of the existing utilities and other conditions that may affect the excavation. The Permittee shall not interfere with any existing utility without the written consent of the Superintendent and the owner of the utility. If it becomes necessary to relocate an existing utility, this shall be done by the Permittee. The Permittee shall inform itself as to the existence and location of all underground utilities to protect the same against damage.
- 6.5. Protection of Existing Lines and Structures - The Permittee shall adequately support and protect by timbers, sheeting, etc. all pipes, conduits, poles, wires, cables or other appurtenances which may be in any way affected by the excavation work and shall do everything necessary to support, sustain and protect them under, over, along or across such work areas. The excavation shall be performed and conducted in such a manner that it shall not interfere with access to fire stations, fire hydrants, water gates, underground vaults, catch basins or any other public structure.
- 6.6. The roadway surface shall be kept clean of debris at all times, and shall be thoroughly cleaned upon the completion of any work at the end of every shift.
- 6.7. Adjoining Property -The Permittee shall at all times and at its own expense, preserve and protect from injury any adjoining property by providing proper foundations and shall take such other precautions as may be necessary for this purpose. The Permittee shall not remove, even temporarily, any trees or shrubs which exist in planting strip areas without first obtaining permission from the Superintendent.
- 6.8. Damaged Trees -In the event a tree is either accidentally destroyed by the Permittee or is authorized for removal by the Superintendent, the Permittee shall remove the tree, stump and debris from the work site, and replace the tree with an identical species with a minimum caliper of three (3) inches in the identical location.
- 6.9. Pedestrian Crossings, Open Trenches -The Permittee shall, where possible, maintain safe crossings for two lanes of vehicle traffic at all public intersections as well as safe crossings for pedestrians. If any excavation is made across a Public Way, it shall be made in sections to assure maximum safe crossing for vehicles and pedestrians. If the Public Way is not wide enough to hold the excavated material for temporary storage, the material shall be immediately removed from the location at the Permittee's expense.

- 6.10. Traffic -The Permittee shall take appropriate measures to assure that safe traffic conditions shall be maintained at all times so as to cause as little inconvenience as possible to the occupants of the adjoining property and to the general public. Unless the requirement for a police detail is waived by the Police Chief, the Permittee shall engage a police detail to maintain traffic control and public safety at the project site. Warning signs shall be placed a sufficient distance from the project site in order to alert all traffic coming in both directions. Cones or other approved devices shall be placed to channel traffic. Warning signs, lights, and such other precautions shall conform to the “Manual on Uniform Traffic Control Devices for Streets and Highways (latest edition)”. Construction materials and equipment on the site shall be limited in quantity and in the space they occupy so that they do not improperly hinder and block traffic. A traffic management plan must be submitted along with the street opening permit applications on arterial / collector roads or where construction may have significant impacts.
- 6.11. Gutters and Basins - The Permittee shall keep all gutters free and unobstructed for the full depth of the adjacent curb and for at least one (1) foot in width from the face of such curb at the gutter line. Catch basins shall be kept clear and serviceable.
- 6.12. Excavated Material - The Permittee, at their own expense, shall remove all excess excavated material, surplus water, muck, silt or other run-off pumped or removed from excavations from the site.
- 6.13. Temporary Repairs - At the end of each workday, all trenches must be plated if repair work is not completed and/or backfilled, compacted and temporarily patched. No open un-plated trenches are permitted overnight and work in plated trenches must be continually prosecuted to completion to minimize the time trenches are plated.
- 6.14. Noise -The Permittee shall perform the work in such a manner as to avoid unnecessary inconvenience and annoyance to the general public and occupants of neighboring property. During the hours of 7 p.m. to 7 a.m. the Permittee shall not use, unless otherwise specifically permitted, in writing, by the Superintendent any tool, appliance or equipment producing noise of sufficient volume to disturb the sleep or repose of occupants of the neighboring property.
- 6.15. Debris and Litter -All debris and litter remaining from the Street Opening Work site shall be removed by the Permittee in a timely manner.
- 6.16. Restoration of Pavement Markings - All permanent pavement markings (crosswalks, center lines, etc.) which are damaged during Street Opening Work shall be restored in kind by and at the expense of the Permittee
- 6.17. Lawn Surfaces and Plantings - All lawn surfaces which are disturbed during Street Opening Work shall be replaced with sod or six (6) inches of screened loam, lime fertilized and re-seeded with commercial quality lawn seed. Any areas containing plantings shall be restored to their original condition with the same or similar plantings.
- 6.18. Erosion Control -The Permittee shall be responsible for all erosion control and for obtaining any necessary permits from the Conservation Commission. The Permittee shall protect

drainage structures from siltation by whatever means required including but not limited to the installation of hay bales and/or filter fabric. In the event that a drainage structure becomes damaged from siltation as a result of the Street Opening Work, the Permittee shall clean the structure at their own expense before completing the temporary patch.

7.0 Required Construction Procedures

- 7.1. Materials and Construction Standards - All Street Opening Work and materials used therein must conform to the most recently published edition of the Town of Ayer, DPW Construction Standards. Construction methods and material requirements that are not found in the DPW's Construction Standards, shall be in accordance with Massachusetts Highway Department (MHD) Standard Specifications and all current supplemental specifications, federal OSHA requirements, the American Disability Act and the Architectural Access Board Regulations. Exceptions to these requirements may be made at the discretion of the Superintendent at the time the Street Opening Work is in progress.
- 7.2. Excavation - Existing pavement shall be saw cut in neat, true lines along the area requiring excavation for repair, replacement or new installations. When opening occurs within two (2) feet of the curb and/or edge of the hardened surface, the paved area between the excavation and the curb and/or edge must also be removed. The hardened pavement shall be saw cut back a minimum of twelve (12) inches from all sides of the initial excavation to the depth of the original pavement structure, exposing the undisturbed gravel sub-base. Unstable pavement shall be removed over cave-outs and breaks and the subgrade treated as the main trench. Pavement edges shall be trimmed to a vertical face and neatly aligned with the center line of the trench. Excavations shall be made in open cut. Trenches and excavations shall be braced and sheathed in accordance with the requirements of the Occupational Safety and Health Act (OSHA). Sections of bituminous or cement concrete sidewalks shall be removed to the nearest scoreline or approved cut edge. The contractor is solely responsible for the health and safety of all employees, subcontractors, motorists, pedestrians and the general public with regard to excavation and trench work.
- 7.3. Backfilling and Compaction - Excavations shall be backfilled with approved granular backfill material or CDF. Regardless of the material to be used for excavation and/or trench backfilling operations, the Permittee shall be solely responsible for following the specifications, guidelines and regulations for backfilling and compaction as described in the following subsections.
 - a. Approved Granular Backfill Material - Approved backfill material shall consist of either Gravel Borrow meeting Massachusetts Highway Department (MHD) specification M1.03.0, Type "B" or Processed Gravel for Subbase meeting MHD specification M1.03.1.
 - b. Placement and Compaction of Approved Granular Backfill Material -Excavations that are to be backfilled with either Gravel Borrow or Processed Gravel for Subbase shall be placed and compacted in maximum 6-inch thick lifts. Each lift shall be properly compacted using approved vibratory equipment to achieve a minimum compaction percentage of 95% of the maximum dry density of the soil as determined

by ASTM 1557 D. Pavement subbase, base and surface shall be installed to the minimum depths and prepared as indicated in the DPW Construction Standards when excavations are backfilled with these granular materials.

- c. The Town may require the Permittee to provide third party compaction testing and observation of backfilling procedures by a professionally qualified geotechnical consultant at the Permittee's expense. The compaction testing shall consist of at least one density test per six (6") inch lift placed per 100 square feet of trench
 - d. Potential Re-Use of Excavated On-site Soils - The excavated on-site soils generated during the Street Opening Work may be reused as approved granular backfill material provided the soils meet the MHD specifications for Gravel Borrow or Processed Gravel for Subbase as described above. Excavated material that is proposed for reuse shall have a grain-size analysis test performed by a third party geotechnical laboratory, at the expense of the Permittee, for conformance to MHD specifications. Material that does not meet MHD specifications shall not be reused as approved backfill material and shall be removed from the work site at the expense of the Permittee. Excavated material that is approved for backfill shall be placed, compacted and tested as described above.
 - e. Controlled Density Fill (CDF) - Controlled Density Fill (CDF) is to be used for Street Opening Work where required as a permit condition. CDF shall contain a minimum of 250 pounds of class F fly ash or high air (25% plus), be self-leveling and quick setting. CDF shall meet MHD specification M4.08.0 and shall fall into the category of either Type 1E or 2E. CDF is to be batched at a ready mix plant and is to be used at a high or very high slump (9" to 12"). If CDF is used as approved backfill material, it shall fill the excavation to immediately below the asphalt grade or to the minimum required by the DPW Construction Standards, whichever is greater. If an excavation is backfilled with CDF in accordance with this Regulation, then a temporary patch need not be installed, but a permanent patch may be installed immediately. If the CDF used for backfill is not quick setting, then the Permittee shall cover the excavation with heavy duty steel plates adequate to carry heavy traffic and wait twenty-four hours for the CDF to cure prior to applying the permanent patch.
- 7.4. Regardless of the type of Street Opening Work being or to be performed, the Superintendent has the right to alter the Regulations stated within this section to meet the needs of the Town.
- 7.5. Temporary Patches -The Permittee shall install a temporary patch when excavations have been backfilled with Gravel Borrow or Processed Gravel for Subbase. The temporary patch shall remain in place for a minimum of 30 days and shall not exceed a maximum of 90 days starting at the time the temporary patch was installed. Temporary patch shall consist of bituminous concrete plant-mixed hot asphalt and shall be installed to the thickness of the existing asphalt at a minimum. Temporary patches shall be maintained by the Permittee so that the surrounding area remains a single smooth unbroken plane.
- 7.6. Steel Plates - Steel plates may be used when temporary patching or permanent paving cannot be the same day excavation occurs. No excavation shall remain open unattended. All excavations and trenches shall be backfilled or steel plated prior to the cessation of work on

every day unless otherwise directed by the DPW. Two-way traffic must be maintained at all times.

It is the responsibility of the Permittee to perform a daily monitor of all active plate(s) or unattended plate(s) location(s), and where necessary take appropriate measures should plate(s) shift or move, exposing part of or all the excavation creating a public safety hazard.

If steel plates are used to protect an excavation they shall be of sufficient thickness to resist bending, vibration, loud banging etc. under traffic loads. All steel plates must be securely anchored to prevent movement.

All steel plates must meet ASTM A 36 steel (minimum), having a thickness sufficient for supporting the intended traffic load with a maximum allowable deflection of (3/4") three-quarter inch. Steel plates must completely cover the open trench and have a minimum overlap on adjacent shoulder areas of (18") eighteen inches. Sandy gravelly soils with large angles of repose may require larger plated shoulder areas.

All plates will be recessed to the adjacent pavement surface or secured by other approved method. If plates are NOT recessed the plate must be ramped with a (2') two-foot width of hot mix asphalt or modified cold patch in the travel direction and a (1') one-foot ramp in the non-traveled direction. All modified cold patch shall be blotted with a stone dust to prevent tracking.

- 7.7. Permanent Patches - Except when installed over Controlled Density Fill (CDF), permanent patches shall be installed not less than thirty (30) days from the date of installation of the temporary patch. The Permittee shall contact the Superintendent 30 days following the installation of the temporary patch for an inspection to determine if final settlement of the trench has occurred. The Superintendent will notify the Permittee within seven (7) days of the inspection whether permanent patch can be installed.

The temporary patch installed shall be completely removed and replaced with hot mix asphalt base, binder and top courses as described and shown in the DPW Construction Standards. If additional saw cutting is required, it shall be done in neat straight lines. Any broken or irregular edges of existing pavement shall be saw cut away in straight lines leaving a sound vertical face at least twelve (12) inches back from all edges of the existing pavement. All abutting edges of the existing pavement shall be painted with an asphalt emulsion immediately prior to the placement of the permanent patch. The Permittee shall remove and dispose, at their own expense, all excavated material and thoroughly compact the surface of the subbase.

- 7.8. Newly Paved Roads -No newly constructed or reconstructed pavement less than five (5) years old will be cut into except in cases of emergency. If a newly constructed or reconstructed roadway requires excavation due to an emergency, the trench shall be filled with quick setting Controlled Density Fill. After excavation work has been completed as specified in this regulation and the DPW's Construction Standards, the Permittee shall restore the paved area as specified by the Superintendent. The pavement restoration requires cold planing and overlay of the entire frontage, from curb to curb, of the lot where the excavation is performed. For example, if the lot has a frontage of 50-feet, the area to be cold planed and overlay is 50-feet by the entire width of roadway. The joints shall be sealed with

emulsion seal and sand cover. There shall be a smooth transition from existing pavement to new pavement.

- 7.9. Shoulders -Suitable excavated material shall be placed in maximum six (6) inch thick lifts. Each lift shall be properly compacted. Shoulders shall be re-constructed to their existing condition and either loamed with six (6) inches of loam, limed, fertilized and seeded with roadside grass mix or covered with four (4) inches of wood chips as directed by the Superintendent.
- 7.10. Sidewalks - Any excavation in a concrete or bituminous concrete sidewalk shall require that the entire sidewalk area containing the trench be replaced. Any concrete sidewalk section that is excavated or damaged by the excavation must be replaced in its entirety. Gravel Borrow or Processed Gravel for Subbase meeting MHD specifications or suitable excavated material shall be placed in maximum six (6) inch thick lifts and be properly compacted using approved vibratory equipment. All sidewalk areas will be installed by the Permittee in conformance with the ADA and the AAB Regulations currently in effect. Bituminous concrete and concrete sidewalks shall also be constructed as described and indicated in the DPW Construction Standards.
- 7.11. Curb and Berm -Any curbing or berm which is damaged or removed as part of the Street Opening Work shall be properly replaced in kind. The use of cast-in-place concrete curbing is prohibited. All salvageable granite curb that is removed from the Public Way and is excess is the property of the Town and shall be delivered to the DPW by the Permittee.
- 7.12. Wheelchair Ramps -Existing wheelchair ramps which are damaged or removed under Street Opening Work shall be reconstructed in kind and in conformance with the ADA and the AAB Regulations that are currently in effect.

APPENDIX A – PERMIT FEES

Trench Permit (Jackie's Law): by contractor \$100

Permit Fees:

Street Openings and Excavations within Public Right-of-Way (ROW)

100 sq. ft. or less \$100
 Greater than 100 sq. ft. \$200

Non-Excavation or Public ROW Obstruction (i.e., debris containers, equipment and other obstructions)

Per Day \$10
 Per Month \$200

Driveways/Aprons

New; Reconstruction, Alteration, Enlargement or work of any kind within Public Way

Residential \$50
 Commercial \$150

Resurfacing Existing Driveway (no excavations, alterations, or changes within public way) \$25

Corings (drilling, boring or coring in street)

Up to 5 Corings \$35
 6 Corings or More \$50

New Pavement - Open Road

0 – 12 Months Old \$2,500
 13 – 24 Months Old \$2,000
 25 – 36 Months Old \$1,500
 37 – 48 Months Old \$1,000
 49 – 60 Months Old \$500
 61 Months or Older Standard Permit Fee

Refundable Security Deposit (per project)

Excavation \$5,000

APPENDIX B – INSURANCE REQUIREMENTS

Before any person, utility, corporation, or company is granted a Street Opening or Driveway / Accessway permit to work in a public way in the Town of Ayer, the Permittee must first submit insurance under which the Town of Ayer shall be named as an additional insured, carried with an insurance company licensed to write such insurance in the Commonwealth of Massachusetts. Town of Ayer's insurance requirements are as follows:

A. Worker's Compensation

- a. Statutory State – Massachusetts
- b. Coverage Limit \$100,000 each employee
- c. Additional Endorsements
 - i. Voluntary Compensation

B. General Liability of (Comprehensive Form of Policy)

- a. Limits of Liability
 - i. Bodily Injury and Property Damage – Combined Single Limit of \$1,000,000 with a \$2,000,000 Annual Aggregate Limit. The Town of Ayer should be named as "Additional Insured."
 - ii. Property Damage
- b. Arrangement of Coverage
 - i. Premises Operations
 - ii. Products – Completed Operations
 - iii. Owners & Contractors Protective
 - iv. Explosion, Collapse and Underground

C. Umbrella

- i. Broad Form Comprehensive General Liability endorsement or equivalent (to include Broad Form Contractual, Personal Injury, Broad Form Property Damage, Incidental Malpractice, etc.)
- ii. Cross Liability

Limit of Liability: \$2,000,000 (minimum) occurrence, \$2,000,000/aggregate.
The Town of Ayer shall be named as "Additional Insured."

D. Automobile Liability (Comprehensive Form of Policy)

- a. Limits of Liability
 - i. Bodily Injury and Property Damage and Combined Single Limit of \$1,000,000. The Town of Ayer should be named as "Additional Insured."

**DRIVEWAY / ACCESSWAY PERMIT
REGULATIONS**

TOWN OF AYER, MASSACHUSETTS

DEPARTMENT OF PUBLIC WORKS

February 15, 2021

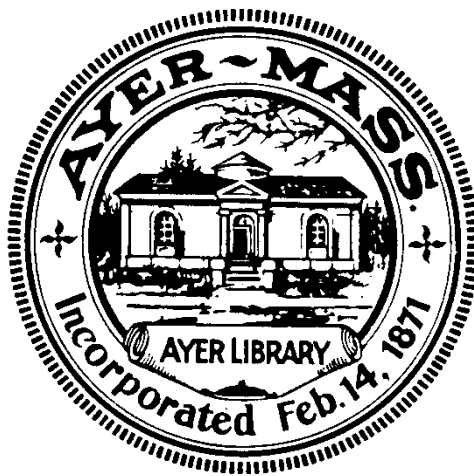


Table of Contents

- 1.0 Intent and Administration
- 2.0 Definitions
- 3.0 Driveway / Accessway Permit Application
- 4.0 Fees
- 5.0 General Conditions
- 6.0 Specific Conditions for Driveways
- 7.0 Required Construction Procedures
- Appendix A - Fees
- Appendix B – Insurance Requirements

1.0 Intent and Administration

- 1.1. The purpose of this regulation for access to the public Right-of-Ways is for the interest of public safety and convenience, and the operation and protection of public works infrastructure. Design and construction standards are required to preserve the integrity, operational safety, and function of the public Right-of-Way.
- 1.2. No person shall construct, alter, relocate or resurface a driveway or accessway (exclusive of sealing, sealcoating, and patching) which provides vehicular access to or egress from a Town road, public way, way approved pursuant to subdivision control procedures, or any existing way which the Town is obligated to maintain without first obtaining a driveway/accessway permit as herein provided.
- 1.3. Any person constructing, altering, or relocating a driveway or accessway servicing a single or two family dwelling shall obtain a driveway/accessway permit, but shall not be subject to the remaining provisions of this bylaw with respect to insurance and bonds.
- 1.4. Work requiring excavation within the Town Right-of-Ways, streets and roads will require a Street Opening Permit in accordance with the Town of Ayer Street Opening Permit Regulations.
- 1.5. The Superintendent of Public Works is the principle Town official responsible for the administration of the Right-of-Ways, Street Opening and Driveway / Access Permits, and these Regulations. The Superintendent may delegate any or all of the duties hereunder.
- 1.6. Where approval of the driveway / accessway requires Planning Board Approval under the Town Subdivision regulations, Planning Board Site Plan and Special Permit regulations or MassDOT permitting, the Applicant shall obtain said approvals and permits and submit with the application.

2.0 Definitions

- 2.1. For the purpose of understanding the Regulations, all words shall have their standard meanings. These words are more particularly defined as follows.
 - Alteration: any change of existing conditions.
 - Applicant: any individual, firm, corporation, partnership, or agency, public or private that has filed a Permit Application.
 - Application: Driveway / Accessway Permit Application.
 - AAB : Architectural Access Board, a regulatory agency within the Massachusetts Office of Public Safety. Its legislative mandate states that it shall develop and enforce regulations designed to make public buildings accessible to, as well as functional and safe for use by persons with disabilities.
 - ADA: Americans with Disabilities Act and all the requirements set forth therein.
 - Berm: a shoulder curb on rural and urban highways which do not have continuous curb and require control of drainage; directs water to closed drainage system, prevents sloughing of the pavement edge, and provides additional lateral support
 - Circular Driveway: a residential driveway with two (2) access openings across or through the same frontage.

- Select Board: elected body of officials that direct policy decisions of the Town through the office of the Town Manager.
- Drainage System: the network of culverts, manholes, catch basins, ditches, pipes, swales, gutters, and other man-made and natural courses for controlling stormwater runoff from Town Roads.
- Roadway: a means of vehicular access to a Town road or Town Road Right-of-Way that serves more than one single or individual family dwelling, duplex unit, multifamily unit or commercial establishment.
- Commercial: relating to any property use other than residential use as defined in this section. Lots with seven or more dwelling units, lots with mixed use, and lots with commercial and/or industrial uses shall be “Commercial” lots for the purpose of this regulation.
- Construction Within the Right-of-Way: the alteration of any structure, creation of any new structure, excavation, installation or modification of utilities or subsurface structures, or physical modification within the Right-of-Way.
- Corner Clearance: distance from roadway intersections to the nearest driveway entrance
- Curb: a raised device used extensively on urban streets and highways controls drainage, restricts vehicles to the pavement area and defines points of access to abutting properties
- Curb Cut: the phrase used to refer to the width of the opening to the street.
- Dig Safe shall mean the current existing underground facility damage prevention system established by Massachusetts State statute to provide for safe underground excavation.
- DPW: Department of Public Works.
- Driveway shall mean the portion of a street from the private property to provide vehicular access, parking, and/or storage from the private property to the Town roadway. Driveway Types:
 - Residential: a driveway leading to a Residential use as defined in this section.
 - Commercial: any driveway leading to a Commercial use as defined in this section.
- Emergency shall mean any event which may threaten public health or safety, including but not limited to: damaged or leaking water or gas conduit systems; damaged, plugged or leaking sewer or storm drain conduit systems; damaged underground electrical and communications facilities; or downed overhead pole structures.
- Encroach:
 - The placing, depositing, or parking of any ladder, staging, scaffolding, rigging, tower, fence, wall, material, equipment, machinery, dumpster, container, refuse, debris or any other such object, article or thing used in connection with, or arising out of, any building, construction, demolition or other similar work. Encroach shall also include the placing, depositing, or parking of any trailer,

truck or like vehicle adjacent to or in close proximity to aforementioned work, and which is being so used for such purposes.

- An intrusion or use caused by the draining or pumping of water in any manner that may in any way obstruct, impede, or endanger public use or travel, or could cause any icy condition which in any way may obstruct, impede or endanger public use or travel or the Town drainage system.
 - The placing of any booth, stall, stand, display, goods or merchandise for sale, vending machine, billboard, sign, advertising instrument or apparatus, or any other such object, article or thing;
 - The placing or erecting of any shed building, tower, pole, pole line, pipe, wall, fence or any other such structure or object; and
 - The placing of steel plates not properly fastened, not properly ramped, or not properly recessed and fastened.
- Excavation: Action of digging up, drilling, auguring, tunneling, milling, reclaiming, or cable and pipe driving. Excavation does not include the tilling of soil, gardening, or displacement of earth, rock or other material, including the establishment, construction, resurfacing, repaving or reconstruction of any sidewalk and/or driveway approach,
 - Jackie’s Law: The Commonwealth of Massachusetts General Law Title XIV: Chapter 82A Excavation and Trench Safety.
 - MassDOT : The Massachusetts Department of Transportation.
 - Permit: Street Opening or Driveway / Accessway Permit,
 - Permittee: Recipient of a Street Opening or Driveway / Accessway Permit.
 - Protected Street: A street that has been resurfaced or rehabilitated within the past (5) five years
 - Right-of-Way: the land acquired for or devoted to roadway and municipal purposes and includes the total width of the Right-of Way as shown on survey plans for the Town of Ayer.
 - Setback: the lateral perpendicular distance between the Right-of-Way line and a roadside building, gasoline pump, curb base, display stand, or other object, the use of which will result in space for vehicles to stop or park between such facilities and the Town Road Right-of- Way.
 - Sidewalk: any public area within a Town Right-of-Way (including driveways) that is available to pedestrian traffic

3.0 Driveway / Accessway Permit Application

3.1. Driveway / Accessway Permit Application can be obtained from the office of the DPW or on-line at www.ayer.ma.us except as otherwise provided in this Regulation. Permits may be applied for on-line using the electronic forms.

3.2. When submitting the permit application, include:

- Completed application

- Application fees (See Appendix A)
 - Refundable security deposit, (if required) payable to the Town of Ayer
 - A Certificate of General Liability Insurance (if required)
 - Starting and completion dates
 - Detailed sketch that includes scale, dimensions, lines of adjoining property and any existing pole, post, hydrant, catch basin tree or other structure near area of proposed driveway
 - Property owner and contractor signatures on the application.
- 3.3. Projects that require Site Plan Review by the Ayer Planning Board in accordance with Town of Ayer Zoning Bylaws and Subdivision Regulations will require Planning Board Approval prior to submitting application.
 - 3.4. These regulations do not apply to pavement sealing and crack sealing operations.
 - 3.5. If a road has been resurfaced within the last five (5) years (protected street), the permit may be denied for work impacting the new surface or may be approved with specific conditions.
 - 3.6. Permits for routine installations are issued only between April 1st and November 15th.
 - 3.7. The Permit is valid for 60 days from date of issue. This Permit may be renewed at no cost by requesting an extension in writing, including a statement that conditions have not changed since the time of the original submission. The applicant shall file a request for an extension prior to the expiration of the permit. If the permit is allowed to expire without timely renewal the applicant shall reapply for a new Permit and pay the applicable fee
 - 3.8. In order to obtain a permit, the applicant must be current on all of its financial obligations to the Town. In addition, a permit may be withheld or denied if the applicant, owner or contractor are currently in violation of any other town permits.
 - 3.9. A non-refundable application fee is required with each Permit and is due at the time of application submittal. The application fee shall be as stated in Appendix A of these Regulations.
 - 3.10. A Massachusetts Registered Professional Engineers stamp may be required for stormwater improvements and alterations, at the discretion of the Superintendent or designee.
 - 3.11. After the applicant has submitted the required materials and received confirmation that the submission was received by the DPW, the application will be reviewed by the DPW within 10 business days. After 10 business days, if the no action is taken, contractors may proceed with work but still are subject to following all of the regulations in this document.
 - 3.12. During the review process, the applicant shall, at his own expense, provide any additional information relevant to the proposed access required by the DPW. Any new material submitted after the initial submission date shall restart the review period.
 - 3.13. As a result of the review, the application will be approved as submitted with standard condition, approved with additional conditions, or denied as submitted. The decision will be mailed / emailed no later than 10 business days after the submission date.
 - 3.14. Once the permit is issued, the applicant may commence construction after giving 24 hours notice. The applicant is responsible for obtaining all other required permits or approvals before commencing construction.

- 3.15. The Superintendent may suspend a Permit for violation of Permit condition(s) after a written notification to the applicant by certified mail or hand delivery. The applicant has ten (10) days to rectify any work in violation of the Permit requirements. Failure to comply or to respond within the specified time period may result in the revocation of the Permit.
- 3.16. An applicant aggrieved by the decision of the Town may appeal to the Town Manager. The appeal shall be in writing and submitted to the Town Manager within ten (10) business days of date of the decision.

4.0 Fees

- 4.1. No application for a Driveway Permit shall be accepted from any person, firm, corporation, or other entity without a fee payment. Federal, State and Municipal entities are exempt from fee payments, but permit must still be applied for.
- 4.2. Fees shall be as stated in Appendix A.
- 4.3. Payment shall be in the form of a check, money order payable to The Town of Ayer or credit card.
- 4.4. Fees will be refunded if the permit is not approved.

5.0 General Conditions

- 5.1. The permittee shall observe the bylaws, regulations and specifications adopted by the Town of Ayer to govern the work covered by this permit. Failure may result in revocation of this permit.
- 5.2. All materials and work shall be in accordance with the Town of Ayer Subdivision Regulations and DPW Construction Standards.
- 5.3. Notice shall be given by the permittee to the DPW, Police and Fire Departments 24 hours in advance of work.
- 5.4. A copy of the permit shall be kept at the work site and shall be available to Town officials upon request.
- 5.5. Traffic- The Applicant or Contractor shall take appropriate measures to assure that during the performance of the Work, so far as practical, normal traffic conditions shall be maintained at all times so as to cause as little inconvenience as possible to the occupants of the adjoining property and to the general public. Unless the requirement for a police detail is waived by the Police Chief, the Applicant or Contractor shall engage a police detail to maintain traffic control and public safety at the project site. Warning signs shall be placed a sufficient distance from the project site in order to alert all traffic coming in both directions. Cones or other approved devices shall be placed to channel traffic. Warning signs, lights, and such other precautions shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways (latest edition)". Construction materials and equipment on the site shall be limited in quantity and in the space they occupy so that they do not improperly hinder and block traffic. The Superintendent may require a traffic management plan be submitted in cases of high traffic volume, details or where construction may have significant impacts.

- 5.6. Noise -The Permittee shall perform the work in such a manner as to avoid unnecessary inconvenience and annoyance to the general public and occupants of neighboring property. In general, work under this permit shall be between the hours of 7:a.m. and 5 p.m. During the hours of 7 p.m. to 7 a.m. the Permittee shall not use, unless otherwise specifically permitted, in writing, by the Superintendent any tool, appliance or equipment producing noise of sufficient volume to disturb the sleep or repose of occupants of the neighboring property.
- 5.7. No work shall result in the concentration and discharge of surface or subsurface water including any mechanical dewatering activity into public or abutting property. All federal, state and local Stormwater Regulations apply.
- 5.8. It is the permittee's responsibility to obtain all applicable federal, state, and local permits prior to commencement of any work on Town owned land.
- 5.9. No newly constructed or reconstructed pavement less than five (5) years old (protected street) will be permitted to cut except in cases of emergency. If a protected street requires excavation due to an emergency, the trench shall be properly compacted and pavement restoration requires placing of binder course pavement to the thickness of the existing pavement, cold planing and overlay of the entire frontage, from curb to curb, of the lot where the excavation is performed. The joints shall be sealed with emulsion seal and sand cover. There shall be a smooth transition from existing pavement to new pavement.
- 5.10. If a temporary pavement is used, the DPW shall be notified and the recipient of the permit shall inform the Superintendent of Public Works or his designee as to when permanent pavement is to be placed. The recipient of the permit shall be responsible until the permanent pavement is in place.
- 5.11. Pavement shall be rolled and compacted to match the existing surface in a good workmanlike manner. A tack coat shall be applied to all adjoining asphalt surfaces prior to paving. Seams shall be sealed with a hot asphalt based sealant after paving.
- 5.12. The repainting of traffic pavement markings shall be the responsibility of the permittee. The Superintendent of Public Works or his designee shall be notified prior to the painting of the new traffic pavement markings.
- 5.13. No construction activity, unless approved by the DPW or authorized representative, shall be performed at times not allowed under Town work hour regulations.
- 5.14. No materials shall be stored in the area of roadway and sidewalk outside of working hours. Any materials or equipment stored within other areas of the Town's Right-of-Way shall be protected with lights and barricades.
- 5.15. When, for reasons of safety, it is necessary for work to be completed outside of working hours, the contractor shall be notified to take immediate corrective action. If the contractor cannot be contacted or if he/she fails to do the work, the DPW shall take corrective action and bill the contractor.
- 5.16. Contractors shall protect all elements of the Town infrastructure.
- 5.17. Notice of Violation - Any person found to be violating any provision of these Regulations shall be served by the Town with written notice stating the nature of the violation and provided with a ten (10) day time limit for the satisfactory correction thereof. The offender

shall, within the period of time stated in such notice, permanently cease and correct all violations. The Select Board have designated the Superintendent to enforce these regulations. The Town will issue a “Notice of Violation” whenever it determines that:

- a. Driveway / Accessway Work is proceeding without a valid permit.
 - b. A contractor is in non-compliance with the Rules and Regulations set forth by the Department of Public Safety.
 - c. Construction is proceeding in a manner that jeopardizes public safety.
 - d. Construction is occurring in violation of these Regulations and/or any other applicable approved specification or details.
 - e. There is damage to the surrounding roadway, public property, and/or utilities resulting from the work.
 - f. There are debris and/or soils in the roadway resulting from the work.
 - g. Work is not completed, including necessary testing and or documentation.
- 5.18. Fines- The Superintendent may impose a \$300.00 fine per day against any Permittee who violates the requirements contained herein until the violation is rectified and accepted by the Superintendent. The Permittee may appeal the fine to the Select Board. The appeal must be made in writing within 10 business days of issuance.
- 5.19. Any person violating any of the provisions of these Regulations shall become liable to the Town for any expense, loss or damage incurred by the Town by reason of such violations.

6.0 Specific Conditions for Driveways

- 6.1. Contractor prior to construction activities shall establish sawcut line for blending limits on existing road and to determine drainage requirements.
- 6.2. No lip or sudden change in grade near edge of road that could interfere with routine snow plow operations allowed.
- 6.3. Driveway and apron shall be graded to not direct stormwater runoff toward roadway. Apron shall be graded to maintain the roadway gutter line.
- 6.4. As specified in the Town requirements the new hot mix asphalt bituminous concrete apron shall meet or exceed the requirements of Ayer DPW Construction Standards including but not limited to:
 - a. 8” minimum gravel compacted sub-base MassDOT M1.03.1 material or better
 - b. 4” Hot Mix Asphalt (HMA) in two courses, 2.5 binder and 1.5” top
- 6.5. Contractor shall notify DPW at least 24 hours in advance of scheduled paving operations.
- 6.6. Where required by DPW, Contractor shall install an anti-mud tracking stabilized construction entrance in accordance with the DPW Construction Standards. Tracking of mud, dirt, and debris onto the public way is prohibited. Failure to comply at any time is subject to fines.
- 6.7. Landscaping: There will be no landscaping including lawn sprinklers and fences on or over the Town Roadway or Town Right-of-Way without prior written approval by the Department of Public Works. This permission will be obtained through the Driveway Permit process, including a site grading plan locating, naming, and describing the desired arrangement, including the ultimate size of the plants involved.

6.8. Control Dimensions: All driveway access to a Town Roadway or Town Right-of-Way shall conform to the following:

	Minimum Driveway Pavement Width - Feet	Minimum Width at Street - Feet	Maximum Width at Street - Feet
Single Family	12	16	24
Common Driveway	18	22	24
Commercial	22	24	24*

* Commercial Driveway Maximum Width may be increased based on Planning Board Site Plan Approval

- 6.9. Tree Removal: All proposed tree removals or relocation of trees within the Town Roadway or Town Right-of-Way shall conform to Chapter 87, Section 3 of Massachusetts General laws and Town Bylaws and regulations. Any applicant contemplating tree work should contact the Town Tree Warden.
- 6.10. The Town may require that the applicant place granite curbing at areas where traffic channeling and control and public safety would be affected. The applicant will do such placement at his own expense.
- 6.11. Any alterations to the existing sidewalk shall meet the requirements of ADA.
- 6.12. Where a curb is to be altered at an existing corner or a corner created by a new design, ADA approved wheelchair ramps shall be installed.
- 6.13. In any access that cuts a sidewalk, curb returns and transition curbs will be placed as necessary to maintain the integrity of the sidewalk and shall ADA wheelchair ramps shall be constructed.
- 6.14. For commercial Driveway Permit applications, the applicant shall submit detailed calculations and site grading plans in accordance with Ayer Subdivision, Site Plan, Special Permit and Stormwater Regulations as applicable.
- 6.15. Drainage system design shall be in accordance with DPW Construction Standards.

APPENDIX A – PERMIT FEES

Trench Permit (Jackie's Law): by contractor **\$100**

Permit Fees:

Street Openings and Excavations within Public Right-of-Way (ROW)

100 sq. ft. or less	\$100
Greater than 100 sq. ft.	\$200

Non-Excavation or Public ROW Obstruction (i.e., debris containers, equipment and other obstructions)

Per Day	\$10
Per Month	\$200

Driveways/Aprons

New; Reconstruction, Alteration, Enlargement or work of any kind within Public Way

Residential	\$50
Commercial	\$150
Resurfacing Existing Driveway (no excavations, alterations, or changes within public way)	\$25

Coring or (drilling, boring or coring in street)

Up to 5 Corings	\$35
6 Corings or More	\$50

New Pavement - Open Road

0 – 12 Months Old	\$2,500
13 – 24 Months Old	\$2,000
25 – 36 Months Old	\$1,500
37 – 48 Months Old	\$1,000
49 – 60 Months Old	\$500
61 Months or Older	Standard Permit Fee

Refundable Security Deposit (per project)

Excavation	\$5,000
------------	---------

APPENDIX B – INSURANCE REQUIREMENTS

Before any person, utility, corporation, or company is granted a Street Opening or Driveway / Accessway permit to work in a public way in the Town of Ayer, the Permittee must first submit insurance under which the Town of Ayer shall be named as an additional insured, carried with an insurance company licensed to write such insurance in the Commonwealth of Massachusetts. Town of Ayer's insurance requirements are as follows:

A. Worker's Compensation

- a. Statutory State – Massachusetts
- b. Coverage Limit \$100,000 each employee
- c. Additional Endorsements
 - i. Voluntary Compensation

B. General Liability of (Comprehensive Form of Policy)

- a. Limits of Liability
 - i. Bodily Injury and Property Damage – Combined Single Limit of \$1,000,000 with a \$2,000,000 Annual Aggregate Limit. The Town of Spencer should be named as "Additional Insured."
 - ii. Property Damage
- b. Arrangement of Coverage
 - i. Premises Operations
 - ii. Products – Completed Operations
 - iii. Owners & Contractors Protective
 - iv. Explosion, Collapse and Underground

C. Umbrella

- i. Broad Form Comprehensive General Liability endorsement or equivalent (to include Broad Form Contractual, Personal Injury, Broad Form Property Damage, Incidental Malpractice, etc.)
- ii. Cross Liability

Limit of Liability: \$2,000,000 (minimum) occurrence, \$2,000,000/aggregate.
The Town of Ayer should be named as "Additional Insured."

D. Automobile Liability (Comprehensive Form of Policy)

- a. Limits of Liability
 - i. Bodily Injury and Property Damage and Combined Single Limit of \$1,000,000. The Town of Ayer should be named as "Additional Insured."

MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

The Town of Ayer

And

Nasoya Foods, USA LLC

Water and Wastewater Permit Increase

February 16, 2021

Background

Nasoya Foods USA LLC, (Nasoya) located at One New England Way, Ayer, MA has a permit to discharge pre-treated industrial wastewater to the Town of Ayer's (Town) municipal sewer system in accordance with permit no. 016. The permitted volume is 170,000 gallons per day (gpd). Nasoya has requested an increase in discharge volume of 38,000 gpd to a total of 208,000 gpd. Nasoya uses a proportional amount of Town municipal water, estimated at 25 percent more than the wastewater discharge. Based on the wastewater increase requested, the water usage increase requested is 47,500 gpd.

Nasoya recognizes that the Town has limited water supply and wastewater treatment capacity and the unused capacity has a value to the Town. Nasoya also recognizes that there may be improvements to the wastewater collection and pumping systems required to convey the increase in wastewater flow to the treatment plant.

Purpose of the MOA

This MOA will detail the requirements for the Town and Nasoya to implement the discharge permit and is intended to be an agreement between the Town and Nasoya.

Basis of MOA

Town approves new connections and significant increases in usage for water and wastewater service based on the daily volume of water and wastewater to be used. This is related the cost of developing additional supply and treatment capacity. Based on previous memoranda, the cost basis for calculating the fees for this increased water and wastewater use by Nasoya is as follows:

1. Nasoya is requesting an increase in the Wastewater discharge permit from 170,000 gpd to 208,000 gpd, an increase of 38,000 gpd.
2. Nasoya is requesting an increase in water supply proportional to the increase in wastewater discharge permit. This is an increase of water usage of 47,500 gpd.

3. Nasoya is requesting an increase in permit discharge of BOD from 750 lbs per day (lbs/day) to 990 lbs/day.
4. Town fee structure will be as detailed in the Feb. 28, 2020 memorandum from the Town to Nasoya and incorporated by reference - attached (\$1,800 per Equivalent Residential Unit (ERU) for water and \$2,400 per ERU for wastewater). The discounted fee is based on the fact that Nasoya is an existing customer and the request results in an increase in usage, not a new connection.
5. One wastewater ERU is equal to 330 gpd and water ERU is equal to 365 gpd.
6. Nasoya will pay the Town for the increased water use and wastewater permit increase as follows:

	Increase GPD	ERUs	Fee
Water	47,500	130	\$234,000
Wastewater	38,000	115	\$276,000
		Total	\$510,000

7. Fee will be paid over an 8 year period, commencing on the date of the new permit, billed with the quarterly Water & Sewer bill (total of 32 payments of \$15,937.50 each).
8. Billing will begin with the first Water & Sewer bill after the issuance of the new permit.
9. Nasoya agrees to pay for all costs related to preparing and issuing the new wastewater discharge permit.

This MOA does not replace any requirements of conditions of the Town's Water Rules and Regulations, Sewer Use Regulations and Industrial Pretreatment Permit.

Nasoya shall comply with all Federal, State and local laws, rules, regulations and orders applicable to any work or undertakings pursuant to this MOA, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

Upon execution of this MOA, Nasoya shall submit to the Town, within 30 days, an Industrial Discharge Permit Application for review and consideration by the Town. The Town will submit the permit application and related materials to all required parties for review and approval or denial. If permit is not approved, all conditions of this MOA are void with the exception of Item 9.

Nasoya shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's

fees, arising out of Nasoya's breach of this MOA or the negligence or misconduct of Nasoya, or Nasoya's agents or employees.

This MOA is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Nasoya shall assign or transfer any interest in the Agreement without the written consent of the other.

If any term or condition of this MOA or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this MOA shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

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

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

This MOA shall take effect upon approval and signature by the authorized representatives of all parties.

Approved by:
Select Board
Town of Ayer

Shaun C. Copeland, Chair

Date

Scott A. Houde, Vice Chair

Jannice L. Livingston, Clerk

Authorized Representative Nasoya Foods USA, LLC

Scott Park, Chief Administrative Officer

Date

SECTION 005214

AGREEMENT

**TOWN OF AYER, MASSACHUSETTS
AYER WASTEWATER TREATMENT FACILITY - ALUM FLOW PACING IMPROVEMENTS
CONTRACT NO. 21DPW05**

AGREEMENT

THIS AGREEMENT made as of the _____ day of _____ in the year 20²¹ by and between _____ the Town of Ayer, Massachusetts acting through its _____ Select Board hereinafter called OWNER and _____ Weston & Sampson CMR Inc. with legal address and principal place of business at _____ 55 Walkers Brook Drive, Reading, MA 01867 hereinafter called CONTRACTOR. OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1 CONTRACTOR shall perform the Work as specified or indicated in the Contract Documents. The Work is as described in SECTION 01010.

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by CDM Smith, 75 State Street, Boston, MA 02109 who will act as ENGINEER in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be 120 Calendar Days commencing twenty days following the Effective Date of the Agreement. Substantial completion shall occur within 100 Calendar Days commencing twenty days following the Effective Date of Agreement and Final Completion shall be within 120 Calendar Days commencing twenty days following the Effective Date of the Agreement.

3.2 CONTRACTOR agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between CONTRACTOR and OWNER that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 OWNER will pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the Contract Price agreed upon in the CONTRACTOR's Bid Form attached to this Agreement.

ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the Conditions of the Contract. Applications for Payment will be processed by ENGINEER as provided in the Conditions of the Contract.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 OWNER will make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 15.01 of the Conditions of the Contract.

6.2 OWNER will make progress and final payments as provided in Article 15 of the Conditions of the Contract and in accordance with the applicable Massachusetts General Law.

ARTICLE 7. LIQUIDATED DAMAGES

7.1 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the Contract Time specified in Article 3 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$800 per day for each calendar day of delay until the Work is complete.

7.2 Provided, that CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is for reasons included in Paragraph 4.05 of the General Conditions.

7.3 Provided, further, that CONTRACTOR shall furnish OWNER the required notification of such delays in accordance with Paragraph 11.06 of the General Conditions.

ARTICLE 8. ASSURANCE

8.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data as CONTRACTOR deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.3 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.4 CONTRACTOR has given ENGINEER written notice of any conflict, error or discrepancy that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8.5 CONTRACTOR agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9. CONTRACT DOCUMENTS.

9.1 The Contract Documents which comprise the Contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

9.1.1 Invitation To Bid.

9.1.2 Instructions To Bidders.

9.1.3 Bid Form.

9.1.4 This Agreement.

9.1.5 Payment Bond, EJCDC Document C-615, 2013 edition, and other required Bonds.

9.1.6 General Conditions, EJCDC Document No. C-700, 2013 edition.

9.1.7 Supplementary Conditions Parts I and II.

9.1.8 Specifications (as listed in Table of Contents).

9.1.9 Drawings, numbered COVER through E-6, inclusive and dated November 2020.

9.1.10 Addenda numbers 1 to 1 , inclusive.

9.1.11 Any modification, including Change Orders, duly delivered after execution of Agreement.

ARTICLE 10. MISCELLANEOUS

10.1 Terms used in this Agreement which are defined in Article 1 of the Conditions of the Contract shall have the meanings assigned in the Conditions of the Contract.

10.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of OWNER. In case CONTRACTOR assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to CONTRACTOR shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

10.3 OWNER and CONTRACTOR each bind themselves, their partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.4 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a Modification.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in sextuple. Four copies each have been delivered to OWNER and one copy each to CONTRACTOR and ENGINEER. All portions of the

Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement shall become effective on _____, 20__.

CONTRACTOR _____ OWNER _____

BY _____ BY _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____

Attest _____

Address for giving notices

Address for giving notices

Pursuant to M.G.L. Chapter 44 Section 31c, I certify that an appropriation has been made in the total amount of this contract.

Date _____

Signed _____

Title _____

Note: If CONTRACTOR is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

END OF DOCUMENT 005214

**SECTION 00842
CHANGE ORDER**

No. 1

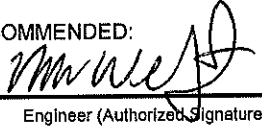
Date of Issuance: February 2, 2021 Effective Date: February 2, 2021

Project: <u>Spectacle Pond Well 1 Replacement</u>	Owner: <u>Ayer DPW</u>	Owner's Contract No.: <u>20DPW14</u>
Contract:		Date of Contract: <u>June 30, 2020</u>
Contractor: <u>Dankris Builders Corp.</u>		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:
 Change pipe tie in from 12-inch to 16-inch at a different location. Cut and cap existing pipe.

Attachments: (List documents supporting change):
Letter dated Jan.13, 2021

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$ 262,000.00</u>	Original Contract Times: <u>100</u> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): <u>October 8, 2020</u>
Increase from previously approved Change Orders No. _____ to No. _____: <u>\$ 0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: <u>\$ 262,000.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Increase of this Change Order: <u>\$ 9,452.00</u>	Increase of this Change Order: Substantial completion (days or date): <u>January 13, 2021</u> Ready for final payment (days or date): <u>January 13, 2021</u>
Contract Price incorporating this Change Order: <u>\$ 271,452</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED: By: <u></u> Engineer (Authorized Signature)	ACCEPTED: By: _____ Owner (Authorized Signature)	ACCEPTED: By: _____ Contractor (Authorized Signature)
Date: <u>02/04/2021</u>	Date: _____	Date: _____



6 High Street, Unit 1
Plainville, MA 02762

Date: January 13, 2021

To: Ayer Department of Public Works
25 Brook Street
Ayer, MA 01432
Mark L. Wetzal, P.E.

Re: Spectacle Pond Well #1 Replacement Extra Work Quote

Change pipe tie in from 12" DI to 16" DI. Change pipe tie in location and add 12' of pipe

Material difference	\$2,980
Half day labor and equipment	<u>\$1,493</u>
Total	\$4,473

Cap existing 16" AC pipe and reinstall thrust block

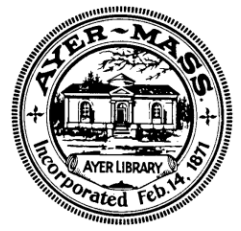
Material	\$1,993
Full day labor and equipment	<u>\$2,986</u>
Total	\$4,979

Sincerely,

Luke Baril

Luke Baril

**Office of the Select Board
Office of the Town Manager**



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

MEMORANDUM

DATE: February 12, 2021

TO: Ayer Select Board

FROM: Robert A. Pontbriand
Town Manager

SUBJECT: Town Manager's Report for the February 18, 2021 Select Board Meeting

Dear Honorable Select Board,

I am pleased to transmit to you the following Town Manager's Report for the February 18, 2021 Select Board Meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

Administrative Update/Review of Town Warrant(s):

- I will provide a brief Administrative Update at the meeting on the various activities, initiatives, and projects of the Administration since the Select Board last met on February 2, 2021.
- I have reviewed, approved, and signed the following Town Warrant(s) since the Select Board last met on February 2, 2021:

Accounts Payable Warrant #21-15 in the amount of \$1,675,010.34 was reviewed, approved, and signed on February 1, 2021.

Payroll Warrant #21-16 in the amount of \$337,738.33 was reviewed, approved, and signed on February 9, 2021.

COVID-19 Update:

- I will provide the Select Board with a brief COVID-19 Update at the meeting of the Town's ongoing COVID-19 preparedness efforts.

FY 2022 Non-Union Cost of Living (COLA) Recommendation:

- I would like to discuss with the Select Board, the Administration's recommendation for a two percent (2%) Cost of Living Adjustment (COLA) for FY 2022 for all Non-Union Personnel. The estimated budget impact of this recommendation on the FY 2022 Budget as calculated by the Finance Manager would be approximately \$40,000.
- This recommendation as in previous years is based on the following metrics: The Consumer Price Index for our region which has increased 0.7% over the previous two months and increased 0.5% from one year ago; The Federal Reserve Bank of Boston which lists the Consumer Price Index increasing 2.1% through

December 2020; the Social Security Index which is increasing by 1.3% for Calendar Year 2021; a survey of neighboring communities conducted by the Benefits and Payroll Office; and the Massachusetts Municipal Human Resources Association's COLA survey. Additionally, I would point out that all of Ayer's Collective Bargaining Agreements include a 2% COLA adjustment for FY 2022.

- I will be joined by Mr. Kevin Johnston, Benefits and Payroll Manager to discuss this recommendation with the Select Board. Please see the attached Memo prepared at my request by Mr. Johnston regarding this recommendation. (See Attached).

Discussion on the Transfer of the Woodlawn Cemetery to the Town:

- At the meeting I would like to discuss with the Select Board a proposal from the Trustees of the Woodlawn Cemetery regarding the transfer the ownership, operation, and care of the Woodlawn Cemetery to the Town of Ayer. The Woodlawn Cemetery was first used as a cemetery around 1818 and in 1859 became under the ownership, operation, and care by an independent Board of Trustees.
- Recently the Woodlawn Board of Trustees have approached the Town and would like to transfer the ownership, operation, and care of Woodlawn Cemetery to the Town of Ayer. In addition to transferring the cemetery they would also transfer all their existing funds including perpetual care funds to the Town. Since Woodlawn Cemetery is an active cemetery with future capacity, upon transfer the Town of Ayer would be responsible for the sale and maintenance of graves with the revenue going to the Town of Ayer.
- The transfer of the Woodlawn Cemetery to the Town of Ayer will require Town Meeting approval. The Trustees would like the Town to bring forth a Town Meeting Warrant Article for Town Meeting approval for the Transfer at the Annual Town Meeting on April 26, 2021. I am currently working with the DPW Superintendent, Finance Manager, and the Trustees regarding the operational/maintenance as well financial details that this transfer would involve. I have invited the Trustees if they are available to join me at the meeting to discuss this transfer with the Select Board and answer any questions.

FY 2022 Budget and Annual Town Meeting Update:

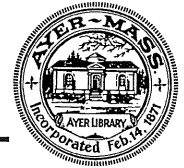
- I will provide a brief update at the meeting to the Select Board regarding the FY 2022 Budget and the Annual Town Meeting.

Thank you.

Attachment(s): Memorandum Re: COLA for Non-Union Personnel for FY 2022

Town of Ayer

Benefits and Payroll Department



1 Main Street – Ayer, Massachusetts - 01432
Kevin A. Johnston, Benefits and Payroll Manager

Tel: (978) 772-8220, x104
Fax: (978) 772-3017

Memorandum

Date: February 12, 2021

To: Robert Pontbriand, Town Manager

From: Kevin A. Johnston *KAS*

Subject: Cost of Living Adjustment (COLA) for Non-Union Personnel for FY 2022

To assist in the annual COLA recommendation for Non-Union Personnel for the FY 2022 budget, I am providing the following information for your consideration:

- The Consumer Price Index (CPI) for the Boston-Cambridge-Newton area has increased 0.7% over the previous two months and increased 0.5% from one year ago (Bureau of Labor Statistics CPI Boston-Cambridge-Newton, January 2021).
- The Federal Reserve Bank of Boston, Monthly Economic Update – State of Massachusetts, February 3, 2021 lists the Boston CPI increasing 2.1% through December 2020.
- Responses from a survey of neighboring communities conducted by the Benefits and Payroll Office are:
 - 0 communities more than 2%
 - 2 communities at 2% (Ashby, Lunenburg)
 - 3 communities less than 2% (Harvard, Townsend, Shirley)
- The Massachusetts Municipal Human Resources Association (MMHR) COLA survey of communities through February 12, 2021 includes:
 - 1 community more than 2%
 - 17 communities at 2%
 - 8 communities less than 2%
- Social Security Benefits are increasing 1.3% in CY 2021.
- Ayer's Collective Bargaining Agreements include 2% COLA adjustments for FY 2022.

I am available to discuss this further and answer any questions at your convenience.

Thank you.