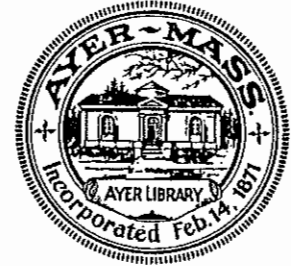


RECEIVED
TOWN CLERK
TOWN OF AYER

2017 JUL 14 PM 12:53

Susan E. Copeland

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



Tuesday July 18, 2017
Open Session Meeting Agenda

- 7:00 PM Call to Order
Pledge of Allegiance; Review and Approve Agenda; Review of Warrant(s);
Announcements
- 7:05 PM* Public Input
- 7:10 PM Class I License Application for M-Squared Motorsports LLC – 211 West Main Street, Ayer, MA 01432
- 7:20 PM Office of Community and Economic Development
1. Release of Certificate not to Encumber for 19 Williams Street
2. CDBG Loan Amendment for 3 Union Street
- 7:30 PM Mr. Mark Wetzel, Superintendent of Public Works
1. Ayer DPW Newsletter and Water Quality Report
2. Purchase Order for Valve Maintenance Trailer in the amount of \$64,468.58
3. Construction Contract for Spectacle Pond Well 2 Replacement for \$248,800
4. Contract with Wall Trucking for DPW Sludge Hauling in the amount of \$250,000
5. Engineering Agreement for West Main Street Bridge
6. Engineering Agreement for Wastewater Treatment Plant Improvements, Phase I
- 7:45 PM Town Administrator's Report
1. Administrative Update
2. Approval of Town Planner Job Description
- 7:55 PM New Business/Selectmen's Questions
- 8:00 PM Approval of Meeting Minutes
June 20, 2017

Adjournment

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



THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF AYER
APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE
OR ASSEMBLE SECOND HAND MOTOR VEHICLES
OR PARTS THEREOF

20__

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a class one/two (please circle) license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? M-Squared Motorsports LLC
Business address of concern 211 W. Main St Ayer MA 01732

2. Is the above concern an individual, Individual LLC
co-partnership, an association or a corporation?

3. If an individual, state full name Galen Miller
and residential address. ~~_____~~

4. If a co-partnership, state full names _____
and residential addresses composing it.

5. If an association or a corporation, _____ President
state full names and residential _____ Secretary
addresses of the principal officers. _____ Treasurer

6. Are you engaged principally in the NO
business of buying, selling or
exchanging motor vehicles?

If so, is your principal business NO
the sale of new motor vehicles?

Is your principal business the buying NO
and selling of second hand motor vehicles?

Is your principal business that of a NO
motor vehicle junk dealer?

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

Single story building at 211 W. main st
Ayer set up for retail sales with a section for
showroom and service dept.

8. Are you a recognized agent of a motor vehicle manufacturer? (Yes) (No)

If so, state name of manufacturer: MZ, ATK, Red Street scooters, Roteta

9. Have you a signed contract as required by Section 58, Class I? (Yes) (No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof?

(Yes) (No)

If so, in what city/town: Maynard, then Hudson

Did you receive a license? (Yes) (No)

For what year(s): 1998 through 2016

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? (Yes) (No)

Sign your name in full: [Signature]

(Only authorized to represent the concern herein mentioned)

Printed Name: Colin Miller

Residence Address: [Redacted]

IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH FULL INFORMATION, AND FALSE STATEMENTS HEREIN MAY RESULT IN THE REJECTION OF YOUR APPLICATION OR THE SUBSEQUENT REVOCATION OF YOUR LICENSE IF ISSUED.

Note: If the applicant has not held a license in the year prior to this application, he or she must file a duplicate of the application with the registrar. (See Sec. 59)

The provisions of G.L. c. 140, sec. 58 require that holders of Class 1 and 2 licenses maintain a surety bond in the amount of \$25,000 or equivalent financial security to provide protection to customers purchasing vehicles from such license holders. No license is to be issued without proof of such security.

APPLICANT WILL NOT FILL THE FOLLOWING BLANKS – For office use only.

Application status after investigation:

(Approved or Disapproved)

License No. _____

Fee \$ 100.00

(Payment Type)

Zoning Status: _____

Signed: _____

TOWN OF AYER
BOARD OF SELECTMEN

CHAPTER 140 OF THE GENERAL LAWS, TER. ED., WITH AMENDMENTS THERETO

Section 57. License; When Required; Report of Sales

No person, except one whose principal business is the manufacture and sale of new motor vehicles but who incidentally acquires and sells second hand vehicles, or a person whose principal business is financing the purchase of or insuring motor vehicles but who incidentally acquires and sells second hand vehicles, shall engage in the business of buying, selling, exchanging or assembling second hand motor vehicles or parts thereof or allow any property under his control to be used as a place of sale or display of motor vehicles without securing a license as provided in section fifty-nine. This section shall apply to any person engaged in the business of conducting auctions for the sale of motor vehicles, and to any person engaged in the business of leasing or renting motor vehicles and who, as an incident to such business, sells or offers to sell any such lease or rental vehicle to the public. All sales of second-hand motor vehicles or part thereof made by any person referred to in this section shall be reported weekly to the registrar of motor vehicles on such forms as may be prescribed by him.

Section 58. Classes of Licenses

Licenses granted under the following section shall be classified as follows:

Class 1. Any person who is a recognized agent of a motor vehicle manufacturer or a seller of motor vehicles made by such manufacturer whose authority to sell the same is created by a written contract with such manufacturer or with some person authorized in writing by such manufacturer to enter into such contract, and whose principal business is the sale of new motor vehicles, the purchase and sale of second hand motor vehicles being incidental or secondary thereto, may be granted an agent's or a seller's license; provided, that with respect to second hand motor vehicles purchased for the purpose of sale or exchange and not taken in trade for new motor vehicles, such dealer shall be subject to all provisions of this chapter and of rules and regulations made in accordance therewith applicable to holders of licenses of class 2.

Class 2. Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license; provided, however, that such person maintains or demonstrates access to repair facilities sufficient to enable him to satisfy the warranty repair obligations imposed by section seven N 1/4 of chapter ninety. A used car dealer shall remain liable for all warranty repairs made and other obligations imposed by said section seven N 1/4 of said chapter ninety.

Class 3. Any person whose principal business is the buying of second hand motor vehicles for the purpose of remodeling, taking apart or rebuilding and selling the same, or the buying or selling of parts of second hand motor vehicles or tires, or the assembling of second hand motor vehicle parts may be granted a motor vehicle junk license.

Section 59. Licensing authorities; expiration; fees; application; prerequisites; premises; ordinance regulations; revocation; notice

The police commissioner in Boston and the licensing authorities in other cities and towns may grant licenses under this section which shall expire on January first following the date of issue unless sooner revoked. The fees for the licenses shall be fixed by the licensing board or officer, but in no event shall any such fee be greater than \$200. Application for license shall be made in such form as shall be approved by the registrar of motor vehicles, in sections fifty-nine to sixty-six, inclusive, called the registrar, and if the applicant has not held a license in the year prior to such application, such application shall be made in duplicate, which duplicate shall be filed with the registrar. No such license shall be granted unless the licensing board or officer is satisfied from an investigation of the facts stated in the application and any other information which they may require of the applicant, that he is a proper person to engage in the business specified in section fifty-eight in the classifications for which he has applied, that said business is or will be his principal business, and that he has available a place of business suitable for the purpose. The license shall specify all the premises to be occupied by the licensee for the purpose of carrying on the licensed business. Permits for a change of situation of the licensed premises or for additions thereto may be granted at any time by the licensing board or officer in writing, a copy of which shall be attached to the license. Cities and towns by ordinance or by-law may regulate the situation of the premises of licensees within class 3 as defined in section fifty-eight, and all licenses and permits issued hereunder to persons within said class 3 shall be subject to the provisions of ordinances and by-laws which are hereby authorized to be made. No original license or permit shall be issued hereunder to a person within said class 3 until after a hearing, of which seven days' notice shall have been given to the owners of the property abutting on the premises where such license or permit is proposed to be exercised. Except in the city of Boston, the licensing board or officer may, in its discretion, waive the annual hearing for renewal of a class 3 license. All licenses granted under this section shall be revoked by the licensing board or officer if it appears, after hearing, that the licensee is not complying with sections fifty-seven to sixty-nine, inclusive, or the rules and regulations made thereunder, and no new license shall be granted to such person thereafter, nor to any person for use on the same premises, without the approval of the registrar. The hearing may be dispensed with if the registrar notifies the licensing board or officer that a licensee is not so complying. In each case where such license is revoked, the licensing board or officer shall forthwith notify the registrar of such revocation. Any person aggrieved by any action of the licensing board or officer refusing to grant, or revoking a license for any cause may, within ten days after such action, appeal therefrom to any justice of the superior court in the county in which the premises sought to be occupied under the license or permit applied for are located. The justice shall, after such notice to the parties as he deems reasonable, give a summary hearing on such appeal, and shall have jurisdiction in equity to review all questions of fact or law and may affirm or reverse the decision of the board or officer and may make any appropriate decree. The parties shall have all rights of appeal as in other cases.

Town of Ayer

Department of Planning & Development

Town Hall ♦ One Main Street ♦ Ayer, MA 01432 ♦ 978-772-8221 ♦ 978-772-8208 (fax)



MEMORANDUM

TO: Robert Pontbriand

FROM: Alicia Hersey, Community Development Office

DATE: July 11, 2017

RE: Release of Certificate not to Encumber

Attached please find the "Release of Certificate Not to Encumber", regarding the lien on 19 Williams Street. The estate of Walter and Joyce Parr has satisfied the loan. I am requesting the chairman of the BOS sign the release.

Request that the Chairman of the Board of Selectmen sign Release of Certificate Not to Encumber for the property at 19 William Street.

RELEASE of CERTIFICATE NOT TO ENCUMBER

The Town of Ayer Housing Rehabilitation Program, through the Board of Selectmen for the Town of Ayer, holder of a Certificate Not to Encumber from Walther C. Parr and Joyce E. Parr dated June 16, 1993, recorded with Middlesex South District Registry of Deeds in Book 19113, Page 411, and amended by Amendment to Certificate Not to Encumber dated January 11, 1994, recorded with Middlesex South District Registry of Deeds as Book 24184, Page 309, hereby releases and discharges said Certificate in satisfaction of the obligations therefore.

The Certificate Not to Encumber relates to the property known as 19 Williams Street, Ayer, Massachusetts.

EXECUTED as a sealed instrument this 18th day of July, 2017:

TOWN OF AYER

BY: _____
Christopher R. Hillman, Chairman
Ayer Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 18th day of July, 2017, before me, the undersigned notary public, personally appeared Christopher R. Hillman, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Town of Ayer

Department of Planning & Development

Town Hall ♦ One Main Street ♦ Ayer, MA 01432 ♦ 978-772-8221 ♦ 978-772-8208 (fax)



MEMORANDUM

TO: Board of Selectmen

FR: Alicia Hersey, Community Development Office

RE: CDBG Loan Amendment

DT: July 12, 2017

The Town through the CDBG rehabilitation program rehabbed a home at 3 Union Street in October of 2005 for Kerri A. Van Tassell and Belinda Van Tassell. We have been notified that Kerri A. Van Tassell wishes to be removed from the deed and mortgage obligation of the property at 3 Union St. and Belinda Van Tassell wishes to assume all obligations under the Town's mortgage, loan and promissory note. Simultaneously Belinda Van Tassell is refinancing the property and is requesting a subordination. I am asking the BOS to review the request by Belinda Van Tassell to assume all mortgage obligation held by the Town on the property for 3 Union St.

Request the Board of Selectmen vote to approve the assumption of all Loan obligations for 3 Union Street, Ayer MA by Belinda Van Tassell, releasing Kerri A. Van Tassell from her obligation as stated in the Mortgage dated October 17th, 2005 and amended January 30th 2006.

Town of Ayer

Department of Planning & Development

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



MEMORANDUM

TO: Board of Selectmen
FR: Alicia Hersey, Community Development Office
RE: Lien Subordination Request **CASE# 04-276**
DT: July 12, 2017

The property owner of housing at 3 Union Street has requested the Town subordinate its mortgage on the property in favor of a new first mortgage.

Assessed Value of Property (FY17)	\$163,500.00
Appraised Value of Property (7/15)	\$221,000.00
First Mortgage (to be paid off)	\$64,500.00
Amount of Program Assistance (liens)	\$10,579.56
Proposed New Mortgage Amount	\$70,000.00
Proposed Total Loan Amount	\$80,579.56
Maturity Date of Program Lien	December 29, 2020

The borrower is seeking to obtain a new mortgage to pay-off her first mortgage removing Kerri A. Van Tassell from the current mortgage note.

Based upon the subordination policy approved by the Town and state Dept. of Housing and Community Development, "if total is *less than or equal to 65%* of the appraised valuation, the Department of Planning & Development may provide administrative approval" for the subordination to be signed by the Chairman of the Board of Selectmen. The proposed new mortgage along with the town's lien will equal only 36.46% of the appraised **value**.

At this time I am approving this subordination and requesting that the Chairman sign the attached document since the new mortgage along with her second mortgage and the town's lien will equal only 36.46% of the appraised value.

I will copy the entire board on this memo.

SUBORDINATION AGREEMENT

The Town of Ayer Housing Rehabilitation Program, through the Board of Selectmen for the Town of Ayer, holder of a mortgage in the amount of \$28,975 from Kerri A. Van Tassell and Belinda Van Tassell dated October 17, 2005, recorded with Middlesex South District Registry of Deeds in Book 46467, Page 217, and amended by Amendment to Mortgage in the amount of \$30,965.02 dated January 30, 2006 recorded with Middlesex South District Registry of Deeds in Book 46935, Page 94, and amended by Amendment to Mortgage removing Kerri A. Van Tassell from the mortgage dated _____ recorded with Middlesex South District Registry of Deeds in Book _____, Page _____, hereby agrees that said Mortgage and the obligations secured thereby shall be subordinate and junior in right to a first mortgage given by Belinda Van Tassell to IC Federal Credit Union. in the original principal amount of \$70,000, dated _____, 2017, to be recorded herewith as Instrument No. _____, to the same extent as if the last mentioned mortgage had been executed and recorded prior to said first mentioned Mortgages.

Said Mortgage regards property known and numbered as 3 Union Street, Ayer, Massachusetts.

EXECUTED as a sealed instrument this 18th day of July, 2017.

**BOARD OF SELECTMEN
TOWN OF AYER**

BY: _____
Christopher R. Hillman, Chairman

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 18 day of July, 2017, before me, the undersigned notary public, personally appeared
Christopher R. Hillman, as Chairman, Ayer Board of Selectmen, duly authorized, proved to me through satisfactory evidence of identification, which were _____,
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

DEPARTMENT OF PUBLIC WORKS

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



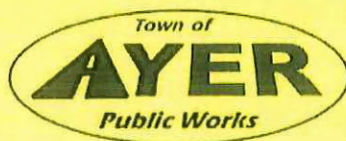
25 BROOK STREET
AYER, MASSACHUSETTS 01432
T: (978) 772-8240
F: (978) 772-8244

MEMORANDUM

Date: July 13, 2017
To: Board of Selectmen
From: Mark Wetzel, P.E.
Subject: **July 18 Meeting Agenda Items**

1. Ayer DPW Newsletter and Water Quality Report- Attached are copies of the Ayer DPW's Newsletter and the Annual Water Quality Report. The newsletter provides the community with important information regarding Ayer's public works services, operations and infrastructure. The Water Quality Report is a regulatory requirement that provides the public with important information on the Town's water supply and water quality.
2. Purchase Order – Valve Maintenance Trailer for DPW Water Division. The FY18 budget includes \$70,000 for a Valve Maintenance Trailer. This is used to maintain and exercise the water system valves so they are operational during routine and emergency shut downs. It also includes a small vacuum excavator for cleaning the boxes and excavating in tight areas. We advertised for bids in accordance with MGL Ch. 30B and E.H. Wachs was the only bid received at a price of \$64,468.58. I am requesting signature of a Purchase Order by the Chairman to E.H. Wachs in the amount of \$64,468.58.
3. Construction Contract Spectacle Pond Well 2 Replacement Well Contract - Attached is the contract for the Spectacle Pond Well 2 Replacement Project with Dankris Builders Corp in the amount of \$248,800. For execution by the Chairman.
4. Contract with Wall Trucking for Ayer DPW Sludge Hauling – In accordance with MCL Ch. 30B, bids were received for FY18 Wastewater Sludge Hauling and Disposal. Wall Trucking Inc. was the only bid received. Attached is the FY18 contract with Wall Trucking Inc. The estimated total cost for FY18 is \$250,000. This contract includes two additional 1 year extensions. For signature by the Board.
5. Engineering Agreement West Main Street Bridge – Attached is Amendment No. 1 to the Agreement for Professional Engineering Services, West Main Street Culvert (Bridge) with WorldTech Engineering, LLC. This is for the final design of the proposed West Main Street Bridge over the Nonacoicus Brook. We have received authorization to proceed from MassDOT. Amendment is for execution by the Chairman.
6. Engineering Agreement for Wastewater Treatment Plant Improvements, Phase 1 - Town Meeting approved \$6,000,000 for improvements to the Ayer Wastewater Treatment Plant over the next 3 to 4 years. CDM Smith has been working with the DPW on this important project and we have developed a scope of design services for the initial phase of this important project. Attached is the Professional Engineering Services Agreement for this phase of the project. For execution by the Chairman.

Item 1





Thank you for your support of the DPW

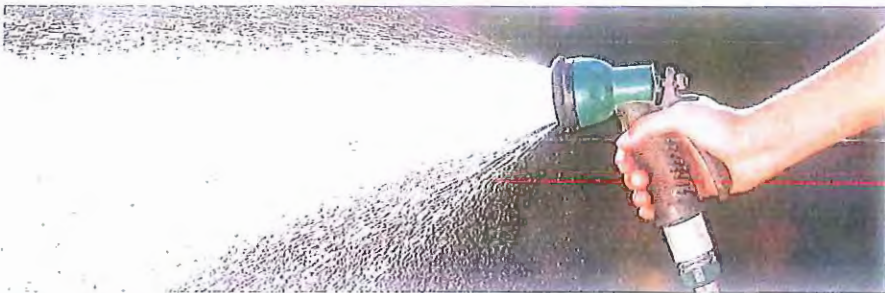
Ayer DPW works for you!

SUMMER 2017

Water Quality Report is Now Available Online

The Town of Ayer Department of Public Works' Water Division's 2016 Water Quality Report provides an overview of the water quality that was supplied to the Town in 2016, as well as information on how we manage and protect our water resources. In an effort to be more environmentally responsible, we are no longer printing and mailing reports. The report is now available on the Town Website and at Town Hall, the Library and the DPW office.

Visit us on-line to view the water quality report at www.ayer.ma.us/ccr



Water Conservation

While this spring has been wetter than last year, we are still asking customers to conserve water.

The summer water conservation requirements (from May 1st through September 30th) are:

Odd/Even Day Outdoor Watering: Outdoor watering by water users with odd numbered addresses is restricted to odd number days. Outdoor watering by users with even numbered addresses is restricted to even numbered days, excluding the watering of vegetables and perishable plants.

Outdoor Water Hours: No nonessential outside water use between the hours of 9 a.m. and 5 p.m. Nonessential outdoor water uses include:

- irrigation of lawns via sprinklers or automatic irrigation system
- washing of vehicles, except in a commercial car wash or as necessary for operator safety
- washing of exterior building surfaces, parking lots, driveways or sidewalks, except as necessary to apply surface treatments such as paint, preservatives, stucco, pavement or cement.

The Ayer Department of Public Works appreciates your cooperation during last summer's drought and hope you will continue to help us conserve our water supply.

What You Need to Know About Lead in your Water

In light of the media attention focused on lead in the drinking water in Flint, Michigan, the DPW would like to assure all customers that the Town's drinking water meets all federal drinking water quality standards. We test for hundreds of potential contaminants on a regular basis, and test for lead at customers' faucets twice a year at more than 40 locations.

The water provided by the Town of Ayer is lead-free when it leaves the water treatment plants. However, lead can get into the drinking water through home service piping, lead solder used in plumbing, and some brass fixtures. Even though the use of lead solder was banned in the U.S. in 1986, it still might be present in older homes.

When lead is found in drinking water, it is typically due to leaching from internal plumbing materials. If the water is too corrosive, it can cause lead to leach out of the plumbing materials and enter the drinking water, particularly if water sits for a long time in the pipes before use.

In Ayer, we add potassium hydroxide to our water to reduce the corrosiveness and minimize the leaching of lead.

To reduce your exposure to lead in your water, run the water until it is consistently cold - usually about 15 to 30 seconds - before drinking or cooking with it. This flushes water which may contain lead from the pipes.

Ayer's Complete Streets Policy, implemented last year, was recently rated as one of the top 10 in the country by the Complete Streets Coalition with a score of 95.2 out of 100. The Complete Streets Policy will advance the Town's efforts to provide safety and accessibility for all of the users of our roadways, trails and transit systems, including pedestrians, bicyclists, transit riders, motorists, commercial vehicles, and emergency vehicles and for people of all ages and of all abilities.

We recently completed a Complete Streets Priority Plan that identified locations and projects that will improve the bicycle and pedestrian transportation systems in Ayer and we will be applying for grants to construct some of these priority projects. For more information, visit our website at www.ayer.ma.us/department-public-works

Report a Streetlight Out

To reduce the Town's energy use and save money, the Town is beginning the process of upgrading streetlights to LED technology. This has required the Town to purchase the streetlights from National Grid (for \$1.00). The Town is now responsible for all streetlight maintenance. If you notice that a streetlight is not working, notify the DPW at 978-772-8240 with the street name and pole number and a contractor will be sent to repair it.

The Town has received two grants to cover the cost of the LED streetlight upgrade, one from the Massachusetts Executive Office of Energy Green Communities program and another from the Department of Energy Resources Rapid LED Streetlight Conversion Program.

We are currently in the design phase and will be installing the LED lights in early fall.



Infrastructure Utility Upgrades

The DPW is upgrading its water, sewer and storm drain systems, as well as repaving roads and sidewalks. This is part of a plan to upgrade the Town infrastructure in a prioritized

and cost effective manner. We include money in our annual and capital budgets to replace underground pipes before we pave the road. This year we will be spending \$385,000 on upgrades to these utilities in addition to our large capital projects.

Summer Road Work

There are two construction projects in Ayer this summer that will impact traffic. Sewer is being installed in Westford Road and is expected to take most of the summer. This work is paid for by Groton and they are connecting to Ayer's sewer at Nemco Way.

National Grid will be doing gas work on Washington Street in the vicinity of Nashua Street and Norwood Avenue. When this is completed, we will be repaving the road from Nashua Street to Moore Drive in late August.

The DPW has many ways for you to pay your bill:

- By mail to Ayer DPW, 25 Brook Street, Ayer, 01432
- Drop off at Ayer DPW Office (cash or check) at 25 Brook Street from 7:30 a.m. to 3:30 p.m.
- Drop off at Town Hall (in the Fire Hydrant Lock Box inside the side entrance)
- Online at www.ayer.ma.us/department-public-works

Our Online payment options will be increasing this fall as we transition to a new system. This will allow you to pay online, by phone and with your mobile app. More to come!



New Pay as You Throw Bag Prices

In order to meet the increasing costs of operating our Transfer Station, the PAYT trash bag prices for a 5 bag roll will increase, effective July 1st.

15 Gallon Trash Bag	\$10.00 per roll
33 Gallon Trash Bag	\$15.00 per roll
50 Gallon Trash Bag	\$20.00 per roll
Bulk Bag	\$5.00 each

Do Not Use “Flushable” Wipes!

Sewer systems around the world have a new enemy, FLUSHABLE WIPES! Many household products are labeled and marketed as disposable; many baby hygiene products are labeled both disposable and flushable. While these products may be marketed as a convenience item in this way, the truth is that these household wipes and cleaning towelettes could clog and stop up not only the sewer line on your property, but also can cause blockage and service problems in the public sewer system and pump stations.

Unlike toilet paper, these products don't break down once they are flushed. They can cause blockages in your on-site sewer, especially older pipelines that may have grease, roots, or other obstructions that already existing. A repair of the on-site sewer line can leave the home owner or business owner with a nasty repair bill.

On a larger scale, when these products make their way into the public sewer system they collect together and cause clogs in the main collector lines and get tangled in pump stations, requiring repair or replacement of equipment.

The following items should never be flushed into the sewer system:

- Disinfecting wipes, Baby wipes.
- Q-tips.
- Toilet cleaning pads.
- Mop or “Swiffer” type refills.
- Paper towels.
- Disposable diapers.
- Feminine hygiene products.
- Moist towelettes.
- Any consumer item that is not toilet paper.

Save yourself and the DPW from costly repairs and/or replacement bills. Do not flush the listed items; place them in the trash, not the toilet.

New! Food Waste Collection at Ayer Transfer Station

Toss it in!

Dairy products, meat, bones, seafood, fruit, vegetables, shells, coffee grounds, filters, tea bags, soiled paper napkins, and approved compostable products.

For a list of approved compostable products visit BlackEarthCompost.com



Not this bin!

Plastic, metal, liquid, Styrofoam, lids, wrappers (candy, butter, etc.), plastic gloves, plastic coated containers (frozen food boxes, cups, cartons), plastic straws, plastic strapping, broken plates, branches.



NO TRASH PLEASE

This compost is used by local farms to grow food.

Reduce Risk and Free Up Space

Clear out your Household Hazardous Waste at Devens Regional Household Hazardous Waste Collection Center, located behind 9 Cook Street on Devens.

For information, visit www.DevensHHW.com or call 978-501-3943



2017 dates, 9 a.m. to 1 p.m.

July 5 and 8

August 2 and 5

September 6 and 9

October 4 and 7

November 1 and 4

December 6 and 9



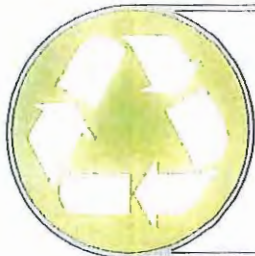
Ayer DPW
25 Brook Street
Ayer, MA 01432

STANDARD
US POSTAGE
PAID
H. READING, MA
PERMIT NO. 234



Ayer DPW • 25 Brook Street • Ayer, MA 01432 • (978) 772-8240

Recycle Your Reusables



Ayer
RECYCLES

Saturday, October 21, 2017

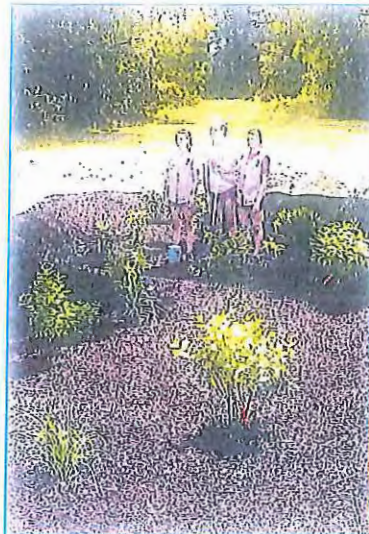
Most items are
free to drop off!

Ayer-Shirley Middle School
1 Hospital Road
Shirley, MA 01464

For more info or to volunteer:
Ayerrecycles@gmail.com or 978-496-5839

www.recycleyourreusables.wordpress.com

Rain Gardens Protect our Water Resources



A rain garden is a planted depression that collects rainwater runoff from impervious urban areas, like roofs, driveways and walkways. The runoff soaks into the ground instead of flowing into storm drains and surface waters, which causes erosion and water pollution. Ayer Girl Scout Troop 81319 (Natalie Kalgren, Alison Houde, and Callidh Houde) recently

completed a rain garden at the Ayer DPW yard. The DPW will be constructing another rain garden at Pirone Park this summer. Contact the Ayer DPW if you are interested in constructing your own rain garden.

2016 Water Quality Report



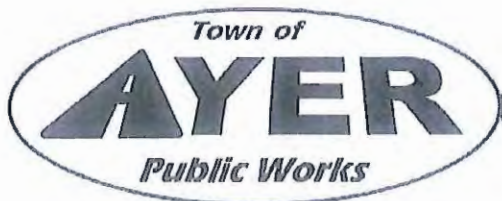
2016 Annual Drinking Water Quality Report For Water Division- Ayer Department of Public Works Ayer, Massachusetts MADEP PWSID # 2019000

The Town of Ayer DPW-Water Division is proud to present our annual water quality report covering all testing performed between January 1 and December 31, 2016. Over the years, the Ayer DPW has dedicated ourselves to producing drinking water that meets all state and federal standards. We continually strive to adopt new methods for delivering the best quality drinking water to you. As new challenges to drinking water safety emerge, we remain vigilant in meeting the goals of source water protection, water conservation, and community education while continuing to serve the needs of all our water users.

For questions regarding your drinking water, call Mark Wetzel, P.E. -Superintendent of Public Works or Rick Linde - Water Department Foreman, at (978) 772-8240.

This report is a snapshot of drinking water quality that we provided last year. Included are details about where your water comes from, what it contains, and how it compares to state and federal standards. We are committed to providing you with information because informed customers are our best allies.

Copies of this can be found at Ayer Town Hall, the Nashoba Board of Health Ayer Public Library, and the Ayer DPW office.



Where Does My Drinking Water Come From?

The Town of Ayer is supplied by two groundwater supply sources: the Spectacle Pond Wells (PWS ID #2019000-04G and #2019000-05G) and three Grove Pond Wells (PWS ID #2019000-06G, #07G and #08G). The Spectacle Pond well site is located in the northeast section of the distribution system near the border of Littleton and Ayer. The Grove Pond well site is located near the southern border of Ayer off Barnum Road. Each well site consists of two gravel packed wells and a water filtration facility for the removal of iron and manganese. The treated water is pumped into the distribution system and stored in the water tank behind Page Hilltop School.

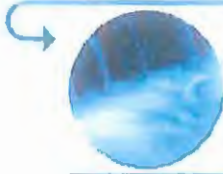
How Are These Sources Protected?

A Source Water Assessment Plan (SWAP) was completed in 2002 and is available at our office. This plan is an assessment of the delineated area around our listed sources through which contaminants, if present, could migrate and reach our source water. It also includes an inventory of potential sources of contamination within the delineated area, and a determination of the water supply's susceptibility to contamination by the identified potential sources. According to the SWAP, our water system had a susceptibility rating of 'high' due to the presence of high-threat land use within the water supply protection areas.

Residents can help protect sources by:

- Practicing good septic system maintenance
- Supporting water supply protection initiatives at the next town meeting
- Taking hazardous household chemicals to hazardous materials collection days
- Contacting the DPW or Board of Health if you see illegal dumping of waste
- Limiting pesticide and fertilizer use, etc.

If you would like to review the SWAP, the complete SWAP report is available at DPW Office at 25 Brook Street and online at <http://www.ayer.ma.us/water-department>. For more information, call the DPW at 978-772-8240.



The water quality of our system is constantly monitored by us and MassDEP to determine the effectiveness of existing water treatment and to determine if any additional treatment is required.

WHY YOUR WATER IS SAFE – WATER TREATMENT



Clean, fresh water is what you expect when you take a drink of water, and that's what the Ayer DPW delivers

right to your tap. Part of the reason that the water quality is so good is that we treat the water to remove iron and manganese minerals. Iron and manganese are present in our groundwater supplies at levels that can



discolor the water, or cause it to take on unpleasant odors or tastes. While the water is still safe to drink, it is preferable that the iron and manganese be removed. At both well sites the water is treated using oxidation followed by greensand filtration. Oxidation is accomplished by adding sodium hypochlorite (chlorine) and potassium permanganate to the water. This causes the iron and manganese to form tiny particles that are filtered out through greensand media. Over time, the filters become clogged and require cleaning using a backwash process. Our system also uses potassium hydroxide for pH adjustment and sodium hypochlorite for disinfection.

Substances found in Drinking Water

Sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals, and in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

Microbial contaminants -such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.

Inorganic contaminants -such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial, or domestic wastewater discharges, oil and gas production, mining, and farming.

Pesticides and herbicides -which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.

Organic chemical contaminants -including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.

Radioactive contaminants -which can be naturally occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the Department of Environmental Protection (MassDEP) and U.S. Environmental Protection Agency (EPA) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) and Massachusetts Department of Public Health (DPH) regulations establish limits for contaminants in bottled water that must provide the same protection for public health. All drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline (800-426-4791).

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and some infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/Centers for Disease Control and Prevention (CDC) guidelines on lowering the risk of infection by cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

Does My Drinking Water Meet Current Health Standards?

We are committed to providing you with the best water quality available. We are proud to report that last year your drinking water met all applicable health standards regulated by the state and federal government.

What Does This Data Represent?

The water quality information presented in the tables is from the most recent round of testing done in accordance with the regulations. All data shown was collected during the last calendar year unless otherwise noted in the tables.

During the past year we have taken hundreds of water samples in order to determine the presence of any radioactive, biological, inorganic, volatile organic or synthetic organic contaminants. The table below shows only those contaminants that were detected in the water. The state allows us to monitor for certain substances less than once per year because the concentrations of these substances do not change frequently. MassDEP has reduced the monitoring requirements for volatile organic contaminants, inorganic contaminants, synthetic organic contaminants because Ayer's sources are not at risk of contamination.

Regulated Contaminant	Date(s) Collected	Highest Result or Highest Running Average Detected	Range Detected	MCL or MRDL	MCLG or MRDLG	Violation (Y/N)	Possible Source(s) of Contamination
Inorganic / Organic Contaminants							
Arsenic (ppb)	Quarterly 2016	Non detected (ND)	ND	10	-----	N	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes
Nitrate (ppm)	May 2016	ND	ND	10	10	N	Runoff from fertilizer use; leaching from septic tanks; sewage; erosion of natural deposits
Perchlorate (ppb)	April /Aug. 2016	ND	ND	2	N/A	N	Rocket propellants, fireworks, munitions, flares, blasting agents
Volatile Organic Contaminants (ppb)	Sept. 2016	ND	ND	Varies	0	N	Discharge from factories; leaching from gas storage tanks and landfills, chemical plants and other industrial activities
Volatile Organic Contaminants (ppb)	Sept. 2016	ND	ND	Varies	0	N	Runoff from pesticides, herbicides and other industrial activities
Disinfectants and Disinfection By-Products							
Total Trihalomethane (TTHMs) (ppb)	August 2016	2.7	0.0 -2.7	80	-----	N	Byproduct of drinking water chlorination
Haloacetic Acids (HAAs) (ppb)	August 2016	ND	ND	60	-----	N	Byproduct of drinking water disinfection
Chlorine (ppm)	Monthly 2016	0.02	0.01-0.02	4	4	N	Water additive used to control microbes
Chloroform (ppb)	Sept. 2016	5.55	0.00-5.55	*	-----	N	Byproduct of drinking water chlorination (*regulated collectively with total TTHM's; in non-chlorinated sources, chloroform may naturally occurring)

Revised Total Coliform Rule (RTCR)

The RTCR establishes a maximum contaminant level (MCL) for E. coli and uses E. coli and total coliforms to initiate a "find and fix" approach to address fecal contamination that could enter into the distribution system. It requires public a water system (PWS) to perform assessments to identify sanitary defects and subsequently take action to correct them.

Coliforms are bacteria that are naturally present in the environment and are used as an indicator that other, potentially harmful, waterborne pathogens may be present or that a potential pathway exists through which contamination may enter the drinking water distribution system. We found coliforms indicating the need to look for potential problems in water treatment or distribution. When this occurs, we are required to conduct a Level 1 assessment to identify any problems that were found during these assessments.

A Level 1 assessment is a study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.

A Level 2 assessment is a very detailed study of the water system to identify potential problems and determine (if possible) why an E. coli MCL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.



During the past year, we were required to conduct a Level 1 assessment. This was due to a positive total coliform result at Ayer Town Hall during our

September monthly sampling. The Level 1 assessment was completed. We determined that the cause was related to the East Main Street and Pleasant Street Water Main replacement projects. We had to open and close several valves, resulting in changes in the water quality on Main Street. We submitted the Level 1 Assessment to the MassDEP and we were required to take two corrective actions including returning all valves to the "open" position and increasing our chlorine disinfection dosages. We completed both of these actions.

The following definitions relate to terms used in the report or the contaminants reported in the water quality tables:

Maximum Contaminant Level (MCL) – The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum Contaminant Level Goal (MCLG) – The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Action Level (AL) – The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

90th Percentile – Out of every 10 homes sampled, 9 were at or below this level.

Variations and Exemptions – State or EPA permission not to meet an MCL or a treatment technique under certain conditions.

Ppm = parts per million, or milligrams per liter (mg/l)

Ppb = parts per billion, or micrograms per liter (ug/l)

Ppt = parts per trillion, or

pCi/l = picocuries per liter (a measure of radioactivity)

NTU = Nephelometric Turbidity Units

ND = Not Detected

N/A = Not Applicable

Secondary Maximum Contaminant Level (SMCL) –

These standards are developed to protect the aesthetic qualities of drinking water and are not health based.

Massachusetts Office of Research and Standards Guideline (ORSG) – This is the concentration of a chemical in drinking water, at or below which, adverse health effects are unlikely to occur after chronic (lifetime) exposure. If exceeded, it serves as an indicator of the potential need for further action.



Drink Local and Be Green! Tap water is delivered straight to your home without trucking or plastic waste. Bottled water produces over 10,000 times the amount of greenhouse gases as tap water. Our local water supply uses high efficiency pumping systems and we buy electricity from a local solar farm..

WATER SYSTEM PROJECTS

The Ayer DPW- Water Division has many recently completed, ongoing and upcoming water system projects, including additional supplies, treatment improvements, water main upgrades and a new water storage tank. Many of these projects require engineering, permitting, bidding and construction by qualified contractors. This can take several years! Some of our projects are:

New 1.0 million gallon water tank on Pingry Hill. This project was paid for by the Pingry Hill developer and adds a reliable additional volume of water for daily demand flections, fire protection and emergencies' **New Water Department Garage** will be completed in June and will provide protection for our Water trucks, back hoe and other emergency response equipment. This was designed by the Town Engineer.

Wright Road Water Main – This project will improve both the flow and water quality for the Wright Road and north Snake Hill Road areas. This should be bid this summer and was delayed due to additional environmental permitting.

East Main Street Water Main was completed last fall. This provides a large transmission pipe on a main street and replaced an 1896 pipe.

Pleasant Street Water Main was replaced as part of the Town's water main replacement program and the CDBG street upgrade project.

Spectacle Pond Water Treatment improvements include valve and pipe upgrades, two new chemical feed systems and a new filter control panel. We are just beginning to upgrade the computer control system to provide more reliable operations, monitoring and alarm response.

Devens Interconnection on Barnum Road will allow Ayer to get water from Devens in case of an emergency. Last summer's drought demonstrated how important it is to have an emergency backup. This will be constructed this fall.

Spectacle Pond 2 Replacement Well will be constructed this fall. The existing well is plugged up with iron and requires cleaning every year and the yield continues to decline. **Water Main Improvements** replace the 120 year old pipes in the water system. Projects are selected based on the pipe condition, water quality issues and the roadway repaving schedule. We are currently design projects on Pearl Street and Williams Street.

ALWAYS!
Use Water Wisely



Ayer implements water use restrictions every summer. Due to last year's drought, we declared a total outdoor water ban in August. The ban is no longer needed but restrictions have been implemented in order to protect our resources. It is important that these conservation efforts continue.

Cut Out And Conserve

More tips are available at www.ayer.com

Indoor Tips



Install low-flow aerators on your faucets. You'll save 1 to 5 gallons per minute.

Fix that leaky toilet. You'll save 50 gallons a day or more.



Replace your washing machine with a high-efficiency model. You'll use 30 to 50% less water.



Never use your toilet as a wastebasket. You'll save 1 to 2 gallons per flush (and you'll save your pipes).



Fix that leaky faucet. Worn-out washers can waste hundreds of gallons per week.

Outdoor Tips

Water your lawn overnight or before 5 am. Mid-day watering will result in evaporation.



Aerate your soil in the spring and fall. This will aid water absorption and retention.



One inch of water a week is plenty. After heavy rains, you may not need to water for 10 to 14 days.



Raise the mower blade to 2 or 3 inches or more. Longer grass retains moisture and competes better against weeds.



Use mulch in your flower beds. Mulch will keep roots cool and moist and reduce weeds.



With all the News about lead in drinking water, you may have some concerns about the safety of your tap water. Ayer samples 40 locations in town twice a year for lead in customer's water. We had one violation (1 ppb over the Action Limit) in 2012 and have since made improvements to optimize our water treatment.

WHAT YOU NEED TO KNOW ABOUT LEAD IN TAP WATER

Ayer's water is lead free when it leaves the treatment plants. Our water pipes that carry the water to your house are made mostly of iron and steel and do not add lead to the water. However, lead can get into tap water through pipes in your home, lead solder used in plumbing, and some brass fixtures. Corrosion or wearing away of lead-based materials can add lead to tap water, especially if water sits for a long time in the pipes before it is used.

Ayer adds potassium hydroxide to the water to increase the pH and make the water less corrosive, thereby reducing the leaching of lead into drinking water.



AYER WATER MEETS LEAD STANDARD IN 2016

Under EPA rules, each year the Water Division must test tap water in a sample of homes that are likely to have high levels. These are usually homes with lead solder plumbing. The EPA rule requires that 9 out of 10, or 90%, of the sampled homes must have lead levels below the Action Level of 15 parts per billion (ppb).

Results for the 42 samples taken in July and August 2016 are shown in the table. Only 2 out of the 42 samples were over the lead action Level of 15 ppb and none were over the copper action level. This is an improvement over last year's sample results.

	Date(s) Collected	90 th percentile	Action Level	MCLG	# of sites sampled	# of sites above Action Level	Possible Source of Contamination
Lead (ppm)	July/August 2016	0.010	0.015	0.00	42	2	Corrosion of household plumbing systems; Erosion of natural deposits
Copper (ppm)	July/August 2016	0.58	1.3	1.3	42	0	Corrosion of household plumbing systems; Erosion of natural deposits; Leaching from wood preservatives

IMPORTANT Information from EPA about lead



If present, elevated levels of lead can cause serious health problems, especially for unborn babies and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. MWRA is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. If your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap water for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline at 1-800-426-4791 or www.epa.gov/safewater/lead.

What Can I Do To Reduce Exposure To Lead In Drinking Water?

Let the water run before using: fresh water is better than stale! To save water, fill a pitcher with fresh water and place in the refrigerator for future use.



Any time water has gone unused for more than 6 hours, run each faucet used for drinking or cooking until after the water becomes cold.

Never use hot water from the faucet for drinking or cooking, especially when making baby formula or other food for infants.

Check your plumbing fixtures to see if they are lead-free. Read the labels closely.

Remove loose lead solder and debris. Every few months remove the aerator from each faucet in your home and flush the pipes for 3-5 minutes.

Be careful of places you may find lead in or near your home. Paint, soil, dust and some pottery may contain lead.



Call the Department of Public Health at 800-532-9571 or EPA at 800-424-LEAD for health information.



Did You Know? Most cases of lead poisoning are from contact with peeling lead paint and lead paint dust. But drinking water exposed to lead can increase a person's total lead exposure. This is particularly a concern for small children or pregnant women.

Lead Testing In Schools



Starting in 2016, the Ayer DPW and the Ayer Shirley Regional School District in coordination with DEP, provided no-cost lab analysis and technical assistance for the District schools in Ayer.



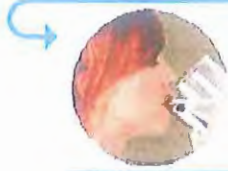
The results are available on the DEP website —www.mass.gov/dep (search for lead in schools). Some results also may be available through your local community website, DPW, or school department. The High School had no lead in the water, however Page Hilltop showed lead over the action level at 2/3rds of the sample sites. The DPW and ASRSD are working together to correct this problem and will have lead free water when school starts in the fall.

What is the Unregulated Contaminant Monitoring Rule (UCMR4)?

Unregulated contaminants are those that don't yet have a drinking water standard set by the United States Environmental Protection Agency (EPA). The purpose of monitoring for these contaminants is to help EPA decide whether the contaminants should have a standard. Due to our water supply proximity to Devens, the Ayer DPW began testing for perfluorinated compounds in our water. Perfluorinated compounds in drinking water are tested under the EPA UCMR3 unregulated contaminant monitoring rule. The sample results and health effects are being reviewed for further regulation at the Federal level. In the interim, EPA has established a health advisory guideline for two of these unregulated compounds (PFOA & PFOS) at 70 parts per trillion (ppt) combined. During 2016 the DPW collected samples at the Grove Pond wells for perfluorinated compounds and has included the information in the table below. For more information, please see EPA Fact Sheet PFOA & PFOS Drinking Water Health Advisories:

www.epa.gov/sites/production/files/2016-06/documents/drinkingwaterhealthadvisories_pfoa_pfos_updated_5.31.16.pdf

Compound	Date Collected	Results	ORSG or EPA Health	Possible Source
Perfluorooctanoic acid (PFOA) (ppt)	11-15-16	11	70 ppt combined	Breakdown product of stain- and grease-proof coatings on food packaging, couches, carpets.
Perfluorooctane sulfonic acid (PFOS) (ppt)		29		Used in the process of making Teflon and similar chemicals, firefighting foams, cleaners, cosmetics, greases and lubricants, paints, polishes, adhesives and photographic films.
Perfluorobutanesulfonic acid (PFBS) (ppt)		ND	---	Used as surfactants, to make fluoropolymers and as water and stain protective coatings for carpets, paper and textiles.
Perfluoroheptanoic acid (PFHpA) (ppt)		9	---	Industrial processes, including stain resistant and moisture repelling coatings, firefighting foams, cosmetics, lubricants, and synthesis of some polymeric materials.
Perfluorohexanesulfonic acid (PFHxS) (ppt)		17	---	Industrial processes, including stain resistant and moisture repelling coatings, firefighting foams, cosmetics, lubricants, and synthesis of some polymeric materials.
Perfluorononanoic acid (PFNA) (ppt)		ND	---	Industrial processes, including stain resistant and moisture repelling coatings, firefighting foams, cosmetics, lubricants, and synthesis of some polymeric materials.



We Take Customer Concerns Seriously Every call is investigated to ensure that there are no problems with the water supply. Most complaints are related to discolored water, which is usually related to local construction or hydrant use. If you have a question or concern, please call the DPW at 978-772-8240.

INFORMATION ABOUT CROSS CONNECTIONS

Cross-connections that contaminate drinking water distribution lines are a major concern. A cross-connection is formed at any point where a drinking water line connects to equipment (boilers), systems containing chemicals (air conditioning systems, fire sprinkler systems, irrigation systems) or water sources of questionable quality. Cross-connection contamination can occur when the pressure in the equipment or system is greater than the pressure inside the drinking water line (backpressure). Contamination can also occur when the pressure in the drinking water line drops due to fairly routine occurrences (main breaks, heavy water demand) causing contaminants to be sucked out from the equipment and into the drinking water line (back-siphonage).

Typical Residential Cross-Connections

- ◆ Hose Bibbs
- ◆ Lawn Irrigation
- ◆ Jacuzzis
- ◆ Swimming Pools
- ◆ Toilet Ball-cocks



Outside water taps and garden hoses tend to be the most common sources of cross-connection contamination at home. The garden hose creates a hazard when submerged in a swimming pool or when attached to a chemical sprayer for weed killing. Garden hoses that are left lying on the ground may be contaminated by fertilizers, cesspools or garden chemicals. Improperly installed valves in your toilet could also be a source of cross-connection contamination.

Community water supplies are continuously jeopardized by cross-connections unless appropriate valves, known as backflow prevention devices, are installed and maintained. For more information, review the Cross-Connection Control Manual from the U.S. EPA's Web site at

<http://water.epa.gov/Infrastructure/drinkingwater/pws/crossconnectioncontrol/index.cfm>. You can also call the Safe Drinking Water Hotline at (800) 426-4791.

Has your Water Meter Been Updated?

The Ayer Department of Public Works is installing new water meters and Automatic Meter Reading (AMR) devices for more accurate and efficient water meter reading. We have completed about 80% of the meter replacements. If you have not had a new meter and outside reading box installed, we need your cooperation. Meters will be installed at no cost to the customer.

To perform the installation, an Ayer Water Division Technician must access your water meter. In most cases the installation can be completed within 60 minutes. All Water Customers need to have the radio transmitter device installed and/or their water meter replaced. PLEASE CALL the Ayer DPW Office 978-772-8240 to schedule an appointment.



Ayer Department of Public Works

Water Division
25 Brook Street
Ayer, MA 01432
978-772-8240
DPW@Ayer.MA.US

Item 2



Bid Price Form

Water Division Valve Maintenance Trailer 17DPW13

The Bid Form or an exact copy is to be signed by the individual authorized to negotiate for and contractually bind the Bidder. Failure to fully complete the form, provide the requested information, or make any alterations may be considered a conditional bid. Conditional bids will be rejected.

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheets if needed. This information will be utilized by the Town for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

The bidder agrees with submission of this bid that the offer is effective for (a) at least ninety (90) calendar days from the opening date of the bids (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b), or (c) occurs first.

Item No.	Item	Quant.	Units	Total Price in Words	Total Price \$#.##
1.	Standard Gas Engine LX Single Turner Valve Maintenance Trailer	1	EA	Sixty-four thousand, four hundred sixty-eight dollars and fifty-eight cents.	\$64,468.58
2.	Add Alternate Item: Kubota 1.1 L Diesel Engine	1	EA	Five thousand dollars	\$5,00.00

Bidder / Company Name: E.H. Wachs a division of Illinois Tool Works

Bidder Acknowledges Addenda#: _____

Bidder Signature: 

Date: 06/26/2017

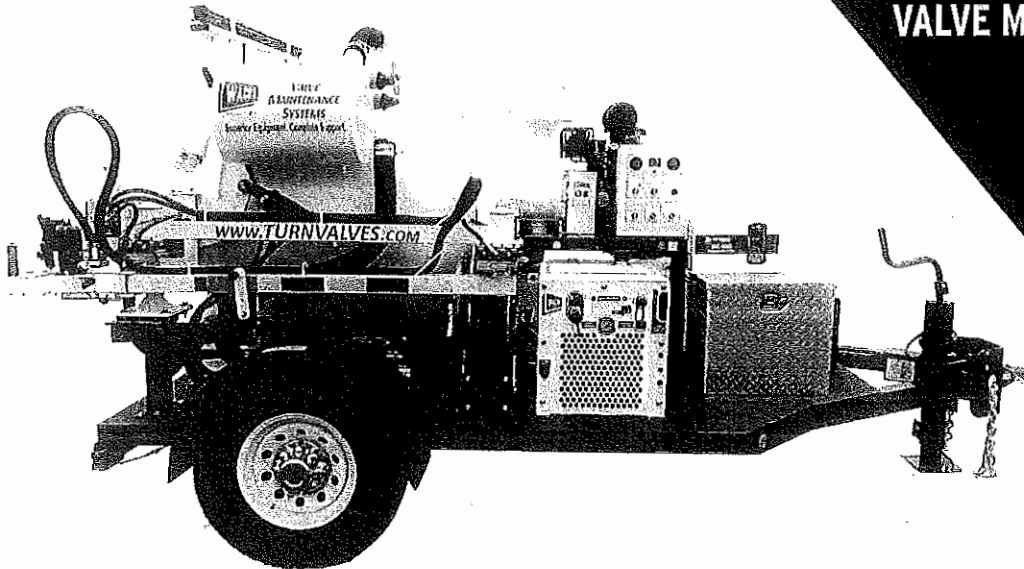


E.H. WACHS®
A Division of ITW

Superior Equipment. Complete Support.™

Standard LX

VALVE MAINTENANCE TRAILER



The Standard LX, an E.H. Wachs exclusive valve maintenance trailer, comes with our industry-leading ERV-750 extended reach valve exerciser, our newest controller – the HC-100 wireless handheld computer / controller / datalogger with GPS and VITALS software, and our 500CFM-11in Hg vacuum with hydraulic slide, tilt & dump (rear discharge) with latching rear door spoils tank. Loaded with storage, and accessories this trailer is ready for serious valve exercising work.

FEATURES

- ERV-750 extended reach, 750 ft/lbs valve exerciser
- Ruggedized HC-100 controller/data logger with built in GPS
- Available in two types of engines:
Diesel: Tier 4 compliant Kubota 1.1 L, I-3 4-stroke, liquid cooled IDI. #77-000-38
Gas: 27HP Kohler overhead cam, air cooled, #77-000-36
- HTMA Class II circuit, 10 gal reservoir, fan cooled heat exchanger, 8gpm @1800psi
- Positive displacement blower provides 500 CFM-11in Hg vacuum
- 250 gal spoils tank utilizing exclusive hydraulic slide, tilt & dump (rear discharge) with latching rear door.
- 2.5 GPM@3000 psi pressure washer system with 95 gallon water tank.

INCLUDES

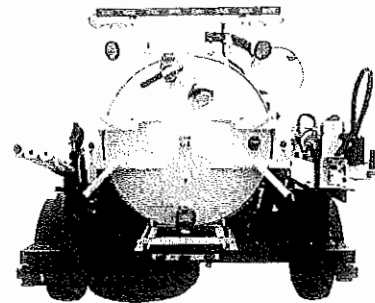
- 2 1/2in, 1 1/4in & 7/8in suction wands
- Short & long wash-down guns
- 20ft suction hose
- 50ft retractable water hose reel

LX PACKAGE BUNDLE

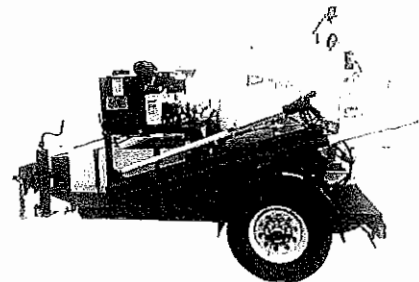
- LED light bar
- Auxiliary hose reel
- Bluetooth connectivity
- Job box

SPECIFICATIONS

- Gross Vehicle Weight: 7000 lb (3175 kg)
- Length: 15 ft, Height: 7 ft., Width: 7 1/2 ft



Designed for ease of use, the Standard LX rear-mounted spoils tank gets the job done



2.5GPM@3000 psi pressure washer with 95 gallon water tank makes clean-up easy

Item 3



SECTION 00520

**AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT**

SECTION 00520

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION
CONTRACT

This Agreement is by and between the Town of Ayer, as requested by its Board of Selectmen hereinafter called Owner and Dunkirk Builders Corp. hereinafter called Contractor.

Owner and Contractor hereby agree as follows:

ARTICLE 1 WORK

- 1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described with the following title: "Spectacle Pond Well No. 2 Replacement".

ARTICLE 2 ENGINEER

- 2.1 The part of the Project that pertains to the Work has been designed by Tighe & Bond, Inc
- 2.2 The Owner has retained Tighe & Bond ("Engineer") to act as Owner's representative, assuming all duties and responsibilities, rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 CONTRACT TIMES

3.1 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.2 Substantial Completion and Final Payment

- A. The Work will be substantially completed within 75 days from the date of the Notice to Proceed and completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions within 100 days from the date of the Notice to Proceed.

3.3 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.1 above and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 3.2 above, plus any extensions thereof allowed in accordance with the Contract. The parties 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):

1. Substantial Completion: Contractor shall pay Owner \$1,200 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in

Paragraph 3.1 above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract), for completion and readiness for final payment, Contractor shall pay Owner \$1,200 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 4 CONTRACT PRICE

- 4.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the prices stated in Contractor's Bid, attached hereto as an exhibit, subject to adjustment under the Contract.
- 4.2 The total amount will be adjusted by measurement of actual installed quantities in strict conformity with the provisions contained herein.
- 4.3 The total amount will be adjusted on a monthly basis when the monthly cost change for each of the following exceeds plus or minus five percent: fuel (both diesel and gasoline). Section 01270 contains monthly price adjustment provisions for each of the above materials.

ARTICLE 5 PAYMENT PROCEDURES

- 5.1 Applications for Payment shall be processed in accordance with Article 15 of the General Conditions and in accordance with Massachusetts General Law.
- 5.2 Owner shall make progress payments on account of the Contract Price on the basis of processed Applications for Payment monthly during construction, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All progress payments will be measured by the Schedule of Values established as provided in the General Conditions, or in the event there is no schedule of values, as provided elsewhere in the Contract.
- 5.3 Owner shall retain from progress payments 5 percent of the value of Work completed.
- 5.4 Substantial Completion
 - A. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-nine percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 5.5 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 6 CONTRACTOR'S REPRESENTATIONS

6.1 Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 7 CONTRACT DOCUMENTS

7.1 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00520-1 to 00520-7, inclusive);
 - 2. Performance Bond (pages 1 to 3, inclusive);
 - 3. Payment Bond (pages 1 to 3, inclusive);
 - 4. General Conditions (title pages, table of contents, and pages 1 to 65, inclusive);
 - 5. Supplementary Conditions (pages 00800-1 to 00800-13, inclusive);
 - 6. Specifications (Divisions 1 through 16);
 - 7. Drawings (not attached but incorporated by reference) consisting of a cover sheet and sheets numbered 1 through 11 inclusive, with each sheet bearing the following general title: Spectacle Pond Well No. 2 Replacement;
 - 8. Addenda (numbers 1 to 1 , inclusive);
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 00410-1 to 00410-6, inclusive);
 - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed;
 - b. Work Change Directives;
 - c. Change Order(s);
 - d. Field Orders
- B. The documents listed in Paragraph 7.1.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 8 MISCELLANEOUS

8.1 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

8.2 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.4 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.5 Contractor Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.5:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.6 Other Provisions

- A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. This Agreement will be effective on _____, _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Town of Ayer

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Department of Public Works

25 Brooks Street

Ayer, MA 01432

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution of other documents authorizing execution of Owner-Contractor Agreement.)

License No. _____
(Where applicable)

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

SECTION 00810
NOTICE OF AWARD

Dated June 28, 2017

Project:	Owner: Town of Ayer	Owner's Contract No.:
Contract: Spectacle Pond Well No. 2 Replacement		Engineer's Project No.:
Bidder: Dankris Builders Corp		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		
6 High Street, Plainville MA 02762		

You are notified that your Bid dated December 15, 2016 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for **Spectacle Pond Well No. 2 Replacement**

The Contract Price of your Contract is Two hundred and forty eight thousand, eight hundred dollars (\$248,800.00) based on the unit prices submitted in your bid.

Four copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within Five days of the date you receive this Notice of Award.

1. Deliver to the Owner four fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders and General Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Town of Ayer DPW - Water Division
Owner
By: Mark Weid
Authorized Signature
Superintendent of Public Works
Title

Item 4



TOWN OF AYER

**DEPARTMENT OF PUBLIC WORKS
WASTEWATER DIVISION**

**INVITATION FOR BID
17DPW11**

**SLUDGE HAULING AND
DISPOSAL**

Issued: June 12, 2017

Bid Due: June 28, 2017 2 pm

TOWN OF AYER

AGREEMENT BETWEEN CONTRACTOR AND OWNER

CONTRACT

THIS AGREEMENT, made this 18th day of July, 2017, by and between the TOWN OF AYER, Massachusetts, hereinafter called the OWNER, and Wall Trucking Inc. with legal address 835 Hartford Pike, Shrewsbury MA 01545 hereinafter called the CONTRACTOR.

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER that the CONTRACTOR will provide SLUDGE HAULING DISPOSAL OF SLUDGE, for approximately 2,800,000 gallons of sludge in nine thousand (9,000) gallon/loads, hereinafter called the product, upon demand of the OWNER, made as hereinafter provided, at unit prices stated in the attached BID SHEET for transportation and final disposal, picked up at the Ayer Wastewater Treatment Plant, 25 Brook Street, Ayer, MA. The contractor shall at his/her own proper cost and expense furnish all materials, supplies, machinery, equipment, tools, supervision, labor, insurance, and other accessories and services necessary to complete the said work in accordance with the conditions and procedures stated in the Bid and in accordance with the following requirements:

1. Contract Term: Commences July 15, 2017 and concludes on June 30, 2018, with two additional 1 year extensions. This contract is subject to the appropriation of funding for each contract year for this purpose.
2. Total Contract Value: Not to exceed \$250,000 without the prior written consent of the OWNER.
3. Pick up of Product. The OWNER will notify the CONTRACTOR by mail, telephone or facsimile of the times services are to be performed under this agreement.
4. Billings: The CONTRACTOR shall bill the Department of Public Works on a monthly basis, for services is performed under this contract for the unit prices stated above.
5. Availability of Service: If at any time the CONTRACTOR is unable to furnish the service within three (3) working days of receiving an order, the OWNER may order the service from such supplier who can supply the service and the CONTRACTOR shall pay to the OWNER all expenses incurred which exceed the CONTRACTOR'S bid price.
6. Time and days of collection shall be performed Mondays through Fridays, between the hours of 7 :30 am and 2:30 pm. Collections can also take place on holidays, Saturdays or Sundays as needed and depending upon schedules of both the Contractor and the Town.
7. Force Majeure - The Contract shall be subject to Force Majeure considerations. Either party hereto shall be excused for performance of any act under the contract if prevented from performance of any act required by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonable within the control of the party. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Owner. Continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the Owner shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract".

8. Termination of Contract - Subject to the provisions of the section explaining Force Majeure, if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Contractor shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the contractor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

9. Insurance - The Contractor shall maintain insurance with minimum limits as defined in the Invitation for Bid, Section 4, and Special Conditions for the entire duration of the project work to be performed, and provide a certificate of insurance with the Town of Ayer named as an additional insured.

10. Governing Law - This contract is governed by the laws of the Commonwealth of Massachusetts.

The Vendor shall indemnify, defend, and save harmless the Town, all of the Town officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the Town or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Vendor, subcontractors and their agents or employees in the performance of the work covered by this Agreement and/or their failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Vendor under contract with the Town.

The "General Specifications for Supplies and Services," and the Bid Specifications entitled "Detailed Specifications for Transportation and Final Disposal of Sludge", dated June 12, 2017, and the Bid dated June 28, 2017, are made a part hereof and collectively evidence and constitute the Contract.

This Agreement constitutes the entire contract and there are no agreements other than those incorporated herein. This Agreement may not be changed, altered, amended, modified, or terminated orally and any such change, alteration, amendment or modification must be in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in the year and day first above mentioned.

This Agreement will be effective on _____, (Effective Date of the Agreement).

OWNER:
By: _____

CONTRACTOR:

By: _____

By: _____

By: _____

Date: _____

TOWN OF AYER
DEPARTMENT OF PUBLIC WORKS
WASTEWATER DIVISION

BID SHEET

BID ITEM - Sludge Hauling and Disposal of approximately 2,800,000 gallons/year of sludge with a solids content of approximately 3.5% for a period of one year with the potential for two additional 1-year extensions at negotiated cost adjustments.

A. Transportation to Cranston, RI WWTP Cost per gallon \$ 0.04464 /gallon *
9,000 gallons/load = \$ 418.17 /load

B. Transportation to UBVWPCF, Millbury, MA Cost per gallon \$ 0.030853 /gallon * 9,000
gallons/load = \$ 277.67 /load

C. ADD ALTERNATE Disposal: Cost per dry ton \$ 320.00 /dry ton
Spec - 1.31 x 320.00 = 419.20

CONTRACT PERIOD

Commencing July 15, 2017 and concluding on June 30, 2018 dates inclusive. This contract is subject to the appropriation of funding for this purpose. Subsequent years are subject to funding for this purpose.

RECEIPT OF ADDENDUM NUMBER(s) , , is hereby acknowledged and reflected in the bid price(s) shown above.

The undersigned proposes to furnish the service including all labor and materials required to complete the Contract in accordance with the Specifications prepared by the Town of Ayer, dated October 6, 2014 for the Bid Price(s) shown.

FIRM WAN Trucking Inc.

SIGNATURE Richard E. Wan

ADDRESS 835 HARTFORD PIKE

NAME (print) RICHARD E WAN

SHELLESBURY MA 01545

TITLE Pres.

TELEPHONE 508 757-0940

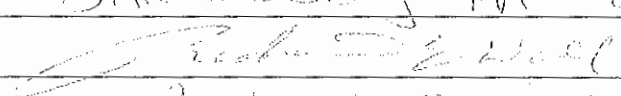
DATE 6/28/17

Note: The Town of Ayer reserves the right to reject any and all bids when it deems it to be in the best interest of the Town.

All questions from prospective bidders must be in writing regarding this Invitation for Bid. The Town shall respond to each question in writing and provide a copy of the answers to all prospective bidders.

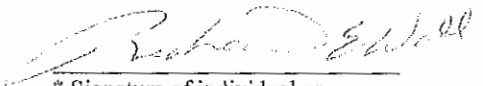
TOWN OF AYER
CERTIFICATE OF NONCOLLUSION

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

FIRM: Wall Trucking, Inc.
ADDRESS: 635 Hartford Turnpike
Shrewsbury MA 01545
SIGNATURE: 
NAME (print): Richard E. Wall
TITLE: President
TELEPHONE: 508 757-0940
DATE: 6/28/11

TOWN OF AYER
STATE TAXES CERTIFICATION
CLAUSE

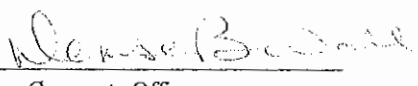
I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law.



* Signature of individual or
Corporate Name (Mandatory)

04-226-7371

**Social Security #
(Voluntary) or Federal
Identification #

BY: 

Corporate Officer
(Mandatory, if applicable)

*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your Social Security Number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. 62C s. 49A.

TOWN OF AYER

DEPARTMENT OF PUBLIC WORKS

INVITATION FOR BID

GENERAL SPECIFICATIONS FOR SUPPLIES AND SERVICES

- A. Attention of all bidders is directed to Chapter 30B of the General Law of the Commonwealth of Massachusetts and to all other applicable sections of the General Laws as most recently amended which govern the award of this contract.
- B. The bidder shall submit the bid upon forms (bid sheets) furnished by the awarding authority. All bids shall be in ink or typewritten and must be filled out completely. The prices shall, without exception, include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the equipment and accessories supplied.
- C. All bids shall be signed correctly in ink by the individual or in case of a firm, partnership, or corporation, by a person having the legal authority from said firm, partnership, or corporation to sign the bid.
- D. All bids shall be submitted to the office of the Department of Public Works, 25 Brook Street, Ayer, MA 01432, on or before the date and time stated in the "Bid Notice". Each bid shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the bidder.
- E. Bid sheets shall be filled in completely. Bid forms that are incomplete, conditional, or obscure with additions not called for, may be rejected. Use the pages of this document, or copies thereof, when submitting the bid. All questions from prospective bidders must be in writing regarding this Invitation for Bid. The Town shall respond to each question in writing and provide a copy of the answers to all prospective bidders.
- F. Bidders may correct, modify or withdraw the original bids on or before the date and time stated in the "Bid Notice". Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the bidder. A bidder who wishes to withdraw a bid must make the request in writing.
- G. Any bid received after the date and time stated in the "Bid Notice" shall not be opened. Unopened bids will be returned to the bidder.
- H. Bids will be publicly opened and read at the date and time stated in the "Bid Notice". All interested parties are invited to be present.
- I. A bidder may withdraw a bid after the public opening of the bid only if a mistake is clearly evident on the face of the bid document, and the intended correct answer is not evident.
- J. No award will be made to any bidder who cannot satisfy the awarding authority that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to

prosecute and complete the work successfully within the time named. The awarding authority's decision or judgment on these matters shall be final, conclusive and binding. Conditional bids will not be accepted.

K. At the time of the opening of bids, each bidder shall be presumed to have inspected the site and to have read and to be thoroughly familiar with the contract documents, including any addendum thereto. The failure or omission of any bidder to examine the site, or any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his/her bid.

L. Each bidder shall acknowledge receipt of any and all addendum issued to the invitation for bids by so indicating on the bid sheet. Failure to do so shall be cause to reject the bid as being non-responsive.

M. The contract will be awarded, subject to the availability of funds, to the responsive, responsible bidder who offers the lowest per load price for the supply or service bid provided it complies with all conditions and requirements set forth in the bid document and further provided that the bid, in the opinion of the Town, is reasonable and is in the best interest of the Town of Ayer to accept it. The Town reserves the right to reject any and all bids.

N. If at any time the bidder is unable to furnish materials or services as ordered by the awarding authority, the Town may order such materials or services from such places as are available and the bidder shall pay to the Town all expenses incurred above the contract price.

O. If services of the Bidder are subsequently deemed to be unsatisfactory to the Town and are in violation of these specifications, the Town shall notify the said bidder in writing. If mutually agreeable arrangements cannot be achieved between the Town and the Contractor, the contract will be terminated. Notice of termination shall be in writing and notification will be sent by registered or certified mail. Termination will become effective three days after mailing said notification.

P. The bidder's attention is directed to the fact that all applicable State laws, Municipal ordinances, and the rules and regulations of all authorities having jurisdiction over bid/purchase and disposal of sludge shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Q. Certificate of Noncollusion - The bidders MUST sign and submit a Certificate of Noncollusion with the Bid sheet. Submit with bid.

R. State Taxes Certification Clause - The bidders MUST sign and submit a State Taxes Certification clause with the Bid Sheet. Submit with bid.

S. Within ten (10) days after the date of Acceptance of Bid the bidder to whom the award is made shall furnish a performance bond equal to the full amount of the contract price to guarantee the faithful performance of all terms, covenants, and conditions of the same. The performance bond is to be issued by an acceptable bonding company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Owner.

T. Right-to-Know -The firm/individual receiving a bid award from the Town of Ayer will, at no expense to the Town of Ayer, adhere to the Massachusetts General Law Chapter 111F, "Right-to- Know Law" as it shall apply to the items contained in the award notice.

EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION PROGRAM

During the performance of this contract, the Contractor and all of (his/her) Sub-Contractors (wherein after collectively referred to as the Contractor), for himself, his assignees, and successors in interest, agree as follows:

The Contractor, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment. Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).

The Contractor, by signing the Contract offered by the Town, agrees to abide by the above paragraph to the best of his/her ability.

TOWN OF AYER DEPARTMENT
OF PUBLIC WORKS
WASTEWATER DIVISION

Request for Bid (RFB)

**DETAILED SPECIFICATIONS FOR
SLUDGE HAULING AND DISPOSAL**

The Town of Ayer, Department of Public Works, Wastewater Division is requesting bids for the sludge hauling with an alternate bid to include disposal from the Ayer Wastewater Treatment Facility (WWTF). The DPW estimates 2,800,000 liquid (3 to 4% solids) gallons of sludge per year are produced from the WWTF. The prospective bidders are requested to provide a bid for the transport and alternate bid for the final disposal of up to 2,800,000 gallons of sludge per year as defined on the Bid Sheet. The requirement is to dispose of this sludge totally by hauling the sludge off site as a liquid. The plant produces a sludge of approximately 3 to 4% solids for tanker transport. The sludge is a mixture of primary and waste activated sludge. Multiple loads of sludge are hauled daily from the facility. The initial transportation contract is for the period commencing on or about July 15, 2017 and concluding on June 30, 2018 with two additional 1 year extensions. Funding for this contract for each fiscal year is subject to the appropriation of funding for that purpose.

Contractor Qualifications and Obligations:

1. The Contractor shall provide transport vehicle(s) to haul sludge from the WWTP to either Cranston, RI WTP or Upper Blackstone Valley WPCF (Millbury, MA) where the Town has agreements to dispose of sludge.
2. The Alternate Bid shall include disposal at a location determined by the Contractor and approved by the Town.
3. A point of measurement of the number of gallons loaded into the tanker shall be determined and agreed upon by the Town and the Contractor for each tanker inspected.
4. The Contractor shall hold valid State and/or Federal permits that may be required for the transportation of sludge. The Contractor shall have all vehicles registered, insured and meet all other D.O.T. requirements. Submit with Bid.
5. The Contractor shall provide documented evidence of the tank capacity (in gallons) of the transport vehicle(s) used. This evidence shall be reported within ten (10) days of award of contract.
6. The Contractor shall provide the Town of Ayer with a manifest pursuant to Local, State and Federal regulations if sludge is determined to be, or is designated as, hazardous waste by any of these governing authorities.
7. The Contractor shall take the required sludge samples as required by the Town and the disposal site.
8. The Contractor shall submit a bill of lading with each load designating the load destination, quantity in gallons, date and driver signature.

9. The Contractor shall dispose of sludge according to all Local, State and Federal regulations governing sludge disposal.
10. If the Bid Alternate is awarded, the Contractor shall provide documentation where the sludge will be disposed of. The documentation shall be in the form of an agreement between the contractor and the owner/operator of the disposal facility or facilities where the contractor is to dispose of sludge in the type and volume as specified in this contract.

In the event a different disposal facility is to be used subsequent to the award of the contract, a copy of the agreement between the contractor and the facility owner/operator shall be submitted immediately to the Town. The Contractor shall only submit disposal sites and dispose at sites that are approved disposal and processing sites by the governing state and shall not be hazardous waste sites and/or superfund sites.

Insurance Requirement

1. Indemnification

The Contractor /Consultant/Vendor shall indemnify, defend, and save harmless the TOWN, all of the TOWN officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor/Consultant/Vendor, subcontractors and their agents or employees in the performance of the work covered by this Agreement and/or their failure to comply with terms and conditions of this Agreement . The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor/Consultant/Vendor under contract with the TOWN.

2. General Requirements

(a) The Contractor shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the Town of Ayer. All such insurance carried should not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the Contractor shall defend, indemnify, and hold harmless the Town of Ayer, its elected or duly appointed offices, directors and employees against any claim based upon negligent, accidental or intentional acts or omissions of the contractor, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the agreement.

(b) With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the Town of Ayer and its employees must be named as an additional insured and a certificate of insurance will be provided indicating such for each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the Contractor will provide copies of certificates of insurance to the Town of Ayer, Procurement & Risk Management.

(c) Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this contract, and shall constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Contractor. Annually, at time of Contractors' policy renewal, updated insurance certificates shall be sent to the Town of Ayer DPW, 25 Brook Street, Ayer, MA 01432.

(d) No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Ayer at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Contractor.

(e) All insurance coverage shall be placed with such company as may be acceptable to the Town of Ayer and shall constitute a material part of the contract documents.

3. Comprehensive General Liability Insurance

The Contractor shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and a Products/Completed Operations (*as may be required*) Aggregate limit no less than Two Million Dollars (\$2,000,000.00) for all injury and damages to or destruction of property during the policy period.

4. Automobile Liability and Property Damage Insurance

The Contractor shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000.00) to cover all damage caused by contracted employees of the awarded Contractor. Level of insurance must adequately cover the liability exposure of project site and is subject to Town of Ayer Risk Manager approval.

5. Workers' Compensation Insurance

The Contractor shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

6. Excess Liability Insurance (as applicable to each requirement)

The Contractor shall carry excess liability insurance of not less than One Million Dollars (\$1,000,000.00) covering over general liability, automobile, and worker's compensation insurance.

The aforementioned insurance coverages shall remain in full force and effect throughout the period of the contract. Similar insurance coverage shall be provided by or in behalf of any subcontractor to cover their operations with the same minimum limits as required of the Contractor. Contractor's insurance shall be primary insurance to all insurance carried by Owner.

Town and Contractor Obligations

1. The Town shall test, at its own expense, the sludge for Toxicity and other parameters as necessitated by

the Contractor.

2. The Town agrees that the Contractor has the right to reject any load that the Contractor deems to be outside the limits of its Local, State and Federal permit regulations. The Contractor shall provide documented proof of any such rejection. The Town agrees to pay the costs of return transport of any rejected load but only that load originating from the Town.
3. The Town will pay the Contractor on a monthly basis based on an invoice detailing the number of loads, gallons and tons of solids.

Bid Definitions

1. Cost of transportation: The cost to transport a 9,000 gallon tanker load from Ayer WWTP to point of disposal.
2. Cost of disposal per dry ton: The cost to dispose of the dry sludge solids contained in the 9,000 gallon tanker on a dry ton basis. For the purpose of calculating a load price for the contract bid the 9,000 gallons shall be defined as containing 3.5% sludge solids in a dry weight form.

$$\begin{aligned} 3.5 \% \text{ sludge solids} &= .035 \text{ solids} \times 9,000 \text{ gallons/load} \times 8.34 \text{ lbs/gal} = 2627 \text{ dry lbs/load} \\ &= 1.31 \text{ dry tons/load} \end{aligned}$$

Pick Up

The Ayer Wastewater Treatment Facility is open weekdays 7:00 AM to 3:30 PM (Sept. 7 through April 5; 6:00 AM to 2:30 PM (April 8 to Sept 6) . These are the hours within which pick ups will normally occur. On occasion, it may be necessary for the Town to request pick-ups on weekends, Saturday and/or Sunday.

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



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

MEMORANDUM

DATE: July 14, 2017

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: Town Administrator's Report for the July 18, 2017 BOS Meeting

Dear Honorable Selectmen,

I transmit to you the following Town Administrator's Report for the July 18, 2017 BOS Meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

Administrative Update:

- I will offer a brief Administrative Update on the various activities, initiatives, issues, and projects of the Administration since the last BOS Meeting on June 20, 2017.

Approval of Town Planner Job Description:

- I am respectfully requesting that the BOS approve the attached job description for the position of Town Planner (See Attached). Additionally, I am respectfully recommending that the BOS approve the position of Town Planner as a GRADE 13 in accordance with the Town's Non-Union Classification System. The job description was developed by researching the job descriptions of comparable Towns with significant input and revisions from the Economic Development Director, DPW Director, and Planning Board Chair. Additionally, the classification of GRADE 13 was determined by using the Town's Non-Union Position Classification System with respect to the proposed job description.
- Upon approval of the job description, the Administration will proceed with the hiring process for this position. The process will be handled by a Search Committee composed of the Town Administrator, Chair of the Planning Board, Economic Development, DPW Superintendent, Benefits Payroll Manager, and Assistant to the Town Administrator which will review the applications, interview qualified applicants, and then prepare a formal recommendation for approval by the BOS.
- The position will be advertised in the Lowell Sun, on Massachusetts Municipal Association website, the Town's website, and posted with various professional planning organizations.

Thank you.

Attachment(s).

TOWN PLANNER

Position Purpose:

The purpose of this position is to provide professional, technical and administrative work in the development of planning and land use controls, and coordinating both short and long range physical, social, and economic development and improvement plans for the Town of Ayer; all other related work as required. The Planner is responsible for improving upon the efficiency and effectiveness of all areas under his/her direction and control. Serves as the professional and technical advisor to the Ayer Planning Board. Oversees projects related to the Subdivision Control Law, special permit process, and site plan review; prepares reports and recommendation to the Ayer Planning Board; attends Ayer Planning Board meetings.

Supervision:

Supervision Scope: Performs varied and responsible duties of a complex nature, requiring a thorough knowledge of departmental operations and the exercise of considerable independent judgment and initiative in carrying out the professional duties

Supervision Received: Works under the administrative direction of the Town Administrator. Serves as the professional and technical advisor to the Ayer Planning Board. The position's appointing authority is the Ayer Board of Selectmen.

Supervision Given: Supervises the Administrative Coordinator (with respect to Planning Board Work).

Job Environment:

Work is performed under typical office conditions; work environment has a moderate noise level; infrequent work is conducted in the field with exposure to various weather conditions; frequent local travel and attends evening meetings. From time-to-time on weekends respond to emergencies or to conduct a public workshop.

Operates automobile, computer, calculator, telephone, and other standard office equipment.

Makes frequent contacts with attorneys, developers, engineers, consultants, the general public, other town officials, other town department heads, federal and state agencies, and vendors. Contacts involve routine to complex discussion that require discretion, resourcefulness, and persuasiveness to achieve desired results. Communication is by means of telephone, email, social media, personal discussion and correspondence.

Has access to Planning Board executive session discussion related to pending litigation and/or negotiations, and personal information about citizens and developers related to planning programs and proposed developments.

Errors in planning procedures or in the interpretation of state and/or federal and/or local legislation, community attitudes and regional and local development impacts could result in recommendations affecting orderly community development and long range planning which in turn could result in serious delay and confusion, monetary loss, cause adverse public relations, lower levels of department service, and could subject the Town and/or Planning Board to litigation.

Essential Functions:

(The essential functions or duties listed below are intended only as illustration of the various types of work that may be performed. The omission of specific statement of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

Assists in the review of all development proposals including subdivisions, special permits, and site plan, checking for completeness, accuracy, and compliance with the Planning Board's regulations and Town bylaws.

Provides technical assistance to the Planning Board in evaluation of development proposals. Writes all Planning Board decisions for the issuance of permits and other documents; assists public in determining which applications and permits are required and explains the application and permit process; tracks permits and informs applicants of the status of their applications.

Composes correspondence for the Planning Board; prepares materials for Planning Board Members including meeting packets; attends meetings and presents issues and information to the Planning Board which will assist in making a decision. Responsible for submitting the annual report for the Planning Department.

Participates in plan review process; prepares information and summary reports; makes recommendations to the Planning Board on development proposals. Provides professional assistance to applicants on development proposals or other land use issues.

Under the direction of the Planning Board, provides professional support to members of the community including other Town board and committees; will also interface with residents, applicants and developers to answer questions regarding compliance with the Town of Ayer's bylaws and land use policies.

Reviews Zoning Bylaws, Design Guidelines and Planning Board Rules and Regulations and recommends revisions for bylaws and regulations that dictate land use in the Town in response to changing conditions, policies, laws, environmental issues, etc.

In consultation with the Town Administrator and Planning Board, develops annual departmental budget.

At the direction of the Planning Board and/or Town Administrator, conducts studies and prepares reports and recommendations.

Serves as the enforcement agent of the Planning Board for the purposes of evaluating plans and monitoring construction activities to ensure compliance with the Town's regulations and other bylaws. Conducts field investigations as required. Works with the Building Commissioner where appropriate to ensure enforcement.

Coordinate Town planning goals and priorities with surrounding towns, state and local agencies, councils and committees and outside consultants as appropriate. Facilitates, in a collaborative manner, all long-range planning, including the development, updating and implementation of the Master Plan; assist the Town in creating a vision for its future and recommends strategies for realizing that vision.

Solicits and secures funds to support planning related activities to achieve Ayer's planning objectives. Researches the availability of grants and writes grant applications and administers programs with input from the Planning Board and other town departments when funds are granted, as appropriate.

Performs other planning and administrative functions and duties as required.

Recommended Minimum Qualifications:

Education, Training, and Experience.

Master's Degree in planning or related field is highly desirable with three (3) years of progressively responsible planning experience. Bachelors Degree in planning or related field with five (5) years of direct experience in Land Use or Municipal Planning will be considered. Certification by the American Institute of Certified Planners (AICP) is preferred. A valid driver's license and access to a vehicle is required.

Knowledge, Ability and Skill:

Excellent oral and written communication skills; grant writing experience; thorough working knowledge of land use concepts, familiarity with conservation and open space preservation issues including Chapter 61 land use; experience in operating Geographic Information Systems (GIS). Organizing and executing multi-function cross organizational tasks. Ability to meet and work with people appropriately and effectively. Ability to establish and maintain effective working relationship with Town officials, Planning Board Members, Town Departments and Staff, and the general public. Proficiency in operating computers, Microsoft Office including PowerPoint, and all applicable software applications. Ability to make formal presentation to government agencies, businesses, developers, regional agencies, Town boards and the general public. Self-motivated and the ability to work independently.

Physical Requirements:

(The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

While performing the duties for this job, the employee is frequently required to work at a desk; regularly convey information to employees and the public; regularly move about inside the office to access file cabinets and office machinery. The employee must occasionally lift and/or move objects weighing up to 20 pounds, such as supplies, folders, and books. Ability to operate a keyboard and calculator at efficient speed and to view computer screens and spreadsheets for extended periods of time. Position is intermittently required to conduct field inspection work which will expose the position to varying weather conditions, construction sites, and natural areas.

(This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.)

Town of Ayer

Board of Selectmen

Open Session Meeting Minutes for Tuesday, June 20, 2017, 7pm

Attendance: Christopher R. Hillman, Chair; Jannice L. Livingston, Vice Chair; Gary J. Luca, Clerk

Also in Attendance: Robert A. Pontbriand, Town Administrator

Call to Order: The meeting was called to order in Open Session at 7pm by C. Hillman.

R. Pontbriand requested that the meeting agenda be amended to add two items to the Town Administrator's Report: Grant Extension for the Pleasant Street Infrastructure Project and approval of transfer of title for a Parks Department Truck that has been determined to have no value for the purposes of disposition.

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

The Board of Selectmen and the Fourth of July Committee formally recognized Mr. and Mrs. Donald Wallace as the 2017 Grand Marshall's for the Fourth of July Parade.

Public Input: Mr. James M. Fay, Chair of the Fourth of July Committee announced the upcoming events and thanked all of the sponsors for this year's events. Mr. Fay in his capacity as Chair of the Veterans Memorial Garden provided the Board with a brief update on the Veteran's Memorial Garden Committee's efforts to recognize additional Veterans in the Memorial Garden and thanked the Board and the Town for their support.

Mr. David L. Melpignano, the new APAC Community Access Director met with the Board to introduce himself and to discuss with the Board ways in which APAC and the Town can work together to further promote APAC in Town.

Mr. Dan Van Schalkwyk, Town Engineer appeared before the Board regarding the following items:

Purchase Order for a mini-excavator with trailer for the DPW Water Division in the amount of \$68,500.

MOTION: A motion was made by G. Luca and seconded by J. Livingston to approve the purchase order in the amount of \$68,500 for the mini-excavator as presented by the Town Engineer for signature by the Chair. Motion passed 3-0.

Purchase Order for a new street sweeper for the DPW Highway/Stormwater Division in the amount of \$215,697.

MOTION: A motion was made by G. Luca and seconded by J. Livingston to approve the purchase order in the amount of \$215,697 for a new street sweeper for the DPW Highway/Stormwater Division for signature by the Chair. Motion passed 3-0.

Project Change Order for the Washington Street Drainage Improvements Project in the amount of \$10,682.94.

Mr. Van Schalkwyk explained that this change order is for three sanitary sewer spot repairs and the installation of a drainage manhole. The sewer spot repairs were identified by CCTV and are part of proactive maintenance prior to paving. A “tee” connection was discovered during replacement of the drainage trunk line in front of Page Hilltop Elementary School and required the installation of a drainage manhole.

MOTION: A motion was made by G. Luca and seconded by J. Livingston to approve the Change Order in the amount of \$10,682.94 for the Washington Street Drainage Improvements Project as presented by the Town Engineer for signature by the Chair. Motion passed 3-0.

Reserve Fund Transfer for Town Hall Postage Account:

Ms. Lisa Gabree, Town Account/Finance Manager appeared before the Board seeking approval of a Reserve Fund Transfer in the amount of \$1,500 for the Town Hall Postage Account.

MOTION: A motion was made by J. Livingston and seconded by G. Luca for approval of the Reserve Fund Transfer in the amount of \$1,500 for the Town Hall Postage Account as presented by the Town Accountant for signature by the Chair. Motion passed 3-0.

Mr. Robert A. Pontbriand, Town Administrator gave the following Town Administrator’s Report to the Board:

Administrative Update: R. Pontbriand presented a brief oral Administrative Update to the Board on various administrative matters since the Board last met on June 6, 2017.

Appointments/Reappointments: R. Pontbriand recommended and requested that the Board vote to appoint/reappoint the individuals to the various committees, boards, and commissions as presented in the June 16, 2017 memo in the Board’s packet.

MOTION: A motion was made by J. Livingston and seconded by G. Luca to appoint/reappoint the recommendations set forth in the Town Administrator’s June 16, 2017 memo to the Board. Motion passed 3-0.

Commuter Rail Project Update:

R. Pontbriand introduced Mr. Mohammed Kahn, Administrator of MART and Mr. George Kahale of MRPC to give the Board an update on the Ayer Commuter Rail Parking and Access Improvement Project.

Mr. Kahn explained to the Board that the project engineers are currently designing the parking deck for the Park Street portion of the project and have done some preliminary designs for the Depot Square portion of the project. It is anticipated that the parking deck engineering designs will be completed in August for review and input from the Town. Mr. Kahn also explained that as soon as the tenants are all out of the Advocates Building at Depot Square, MART will be prepared to commence with the demolition of the building this Fall. Additionally, MART anticipates the total project to go out to bid over the winter with the goal of construction commencing in the Spring of 2018. MART will continue to keep the Town updated.

Page Hilltop Elementary School Water Quality Issue:

At the request of the Board, the Town Administrator presented a memo from the Superintendent of Schools, Dr. Mary Malone regarding the School District's ongoing plans and efforts regarding the water quality at the Page Hilltop School.

Retail Marijuana Update:

R. Pontbriand discussed with the Board the issue(s) of the legalization of retail marijuana. The State has until July 1, 2018 to complete the regulations for retail marijuana. R. Pontbriand reviewed the timeline and issues as presented to the Board in the Meeting Packet for June 20, 2017. At this time, R. Pontbriand recommended that the Board consider support of a warrant article at the Special Fall Town Meeting in October seeking an 18-month moratorium as it pertains to the issue(s) of zoning. This will enable the Town to have time to further study the issue and for the State's regulations to come out in July 2018. The Board concurred with this approach and will continue to monitor this issue as it can/may continue to change prior to July 1, 2018.

Extension for the Pleasant Street Infrastructure Grant:

On recommendation of the Office of Community and Economic Development, R. Pontbriand recommended that the Board authorize an extension of this grant which expires on June 30th for three additional months so that the project can be properly completed and closed out.

MOTION: A motion was made by J. Livingston and seconded by G. Luca to grant a three month extension for the Pleasant Street Infrastructure Grant as requested by the Department of Community and Economic Development. Motion passed 3-0.

Transfer of Title for a Parks Department Truck of No Value for the Purposes of Disposition:

On request of the Parks Commission, R. Pontbriand explained that the Parks Commission previously deemed the Parks Department Truck to be of no value and voted to dispose of this property. The individual that wanted the truck of no value agreed to remove it from Pirone Park. R. Pontbriand stated that the Board needs to authorize the Chairman to sign the Title for the truck to complete the transfer.

MOTION: A motion was made by G. Luca and seconded by J. Livingston to authorize the Chair to sign the Title for the Parks Department Truck which was previously determined and voted by the Parks Commission to have no monetary value and to be disposed of for the purposes of completing the transfer/disposition. Motion passed 3-0.

Approval of Meeting Minutes for June 6, 2017:

MOTION: A motion was made by J. Livingston and seconded by G. Luca to approve the Board's Meeting Minutes for June 6, 2017. Motion passed 3-0.

Executive Session:

MOTION: A motion was made by C. Hillman pursuant to MGL Chapter 30A, Section 21A, Exemption #2 (Non-Union Contract Negotiations) with the Police Chief and Town Accountant/Finance Manager and to adjourn for the evening at the conclusion of the Executive Session. C. Hillman stated that to conduct these negotiations in Open Session would be detrimental to the Town's bargaining position(s). Motion was seconded by J. Livingston.

Roll Call Vote: C. Hillman, Yes; J. Livingston, Yes; G. Luca, Yes. Motion passed 3-0.

The Board of Selectmen entered into Executive Session at 8:45pm.

Minutes Recorded and Submitted by: Robert A. Pontbriand, Town Administrator

Minutes Reviewed and Approved by the Board on: _____

Signed: _____ Gary J. Luca, Clerk

DRAFT