

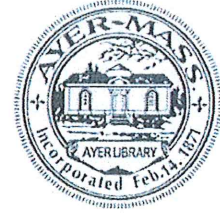
RECEIVED

FEB 24 2022

TOWN OF AYER
TOWN CLERK

12:50pm
CO

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



Tuesday March 1, 2022, 6:00 PM

Open Session Remote Participation Meeting Agenda

Due to the ongoing COVID-19 Pandemic, in accordance with Chapter 20 of the Acts of 2021, suspending certain provisions of the Open Meeting Law (OML), public bodies otherwise governed by the OML are temporarily relieved from the requirement that meetings be held in public places, open and physically accessible to the public, so long as measures are taken to ensure public access to the bodies' deliberations "through adequate, alternative means." This meeting will be live on Zoom and Channel 8. The public may participate remotely by joining Zoom (Meeting ID# 897 9080 0793) or by calling (929-205-6099). For additional information about remote participation, please contact Carly Antonellis, Assistant Town Manager at atm@ayer.ma.us or 978-772-8220 ext. 100 prior to the meeting.

6:00 PM

Call to Order

Pledge of Allegiance; Review and Approve Agenda; Announcements

Recognition of Lisa Gabree, Finance Manager/Town Accountant

Public Input

6:10 PM

Ratification of Appointment for Finance Manager/Town Accountant

Mr. Fred Aponte

6:20 PM

DPW Director's Report - Dan Van Schalkwyk

1. Approval of Change Order #2 Spectacle Pond Water Treatment Plant - PFAS Treatment Facilities
2. Execution of Contract - Main Street Streetlight Improvements: Mass Bay Electrical Corp. \$60,310

6:30 PM

FY '23 Budget Update (DRAFT #2 of the FY '23 Budget)

6:45 PM

Town Manager's Report

1. Administrative Update/Review of Town Warrant(s)
2. License Agreement - Woodlawn Cemetery
3. Determination and Consent Pursuant to the Massachusetts Rules of Professional Conduct, Rule 1.7 - Representation of Towns of Ayer, Boxborough, Groton, Littleton, Pepperell, Stow, and Westford Re: Memorandum of Agreement—Nashoba Area Police Anti-Crime Task

6:55 PM

New Business/Select Board Member Questions

1. Plan for resuming in-person meetings (Select Board Member S. Copeland)

7:05 PM

Approval of Meeting Minutes

February 15, 2022

7:10 PM

Executive Session Pursuant to MGL c. 30A, Section 21A**

Exemption #2 (Non-Union Personnel) Finance Manager/Town Accountant; Assistant Town Manager; Town Manager Personal Service Contracts
Exemption #3 (Union Contract Negotiations) DPW Contract Update

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

*** The Select Board will adjourn at the conclusion of the Executive Session*

*The next regularly scheduled meeting of the Select Board is March 15, 2022 at 6:00 PM via Remote Participation.
The FY '23 Water and Sewer Rate Public Hearing will be at 6:15 PM during the March 15, 2022 Select Board Meeting.
Zoom Meeting ID #897 9080 0793 or by Phone 929-205-6099*

Office of the Select Board
Office of the Town Manager



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

MEMORANDUM

DATE: February 24, 2022

TO: Ayer Select Board

FROM: Robert A. Pontbriand
Town Manager

SUBJECT: Ratification of Finance Manager/Town Accountant Appointment

Dear Honorable Select Board Members,

At the March 1, 2022, Select Board Meeting I will be pleased to present to you the appointment of Mr. Fred Aponte as Ayer Finance Manager/Town Accountant for ratification by the Select Board in accordance with the provisions of Chapter 79 of the Acts of 2018 (see attached). I will be joined with Mr. Fred Aponte to appear before the Select Board for ratification of his appointment.

Mr. Aponte brings to the position of Finance Manager/Town Accountant twenty-six (26) years of municipal accounting and finance experience. He is currently the Town Accountant/Operations Manager for the Town of Sterling. He is a Certified Governmental Accountant (CGA) and brings a wealth of technical experience with MUNIS (the Town's accounting and finance system) to the position. Mr. Aponte also demonstrated the vision, leadership, and interpersonal skills needed for the position of Finance Manager. All his professional references not only highly recommended him for this position but spoke very highly of his professionalism, integrity, and ethical standards. Please see his attached professional resume (see attached).

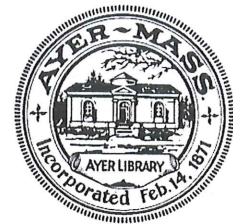
The Town advertised the position of Finance Manager/Town Accountant on the Massachusetts Municipal Association website and the Massachusetts Municipal Auditors' and Accountants' Association's (MMAAA) website in addition to the Town's website. The Town received six applicants for the position. Of the six applicants, Mr. Aponte was the most qualified and the top choice of the Screening Committee. The Screening Committee consisted of the Town Manager, Assistant Town Manager, Finance Manager, Treasurer/Tax Collector, Benefits & Payroll Manager, and DPW Director.

I look forward to introducing Mr. Aponte to the Select Board and to presenting his appointment as Finance Manager/Town Accountant for your ratification. Please see the attached appointment letter for your consideration and ratification. Upon your ratification the appointment is effective April 4, 2022.

Thank you for your time and consideration.

Attachment(s): Appointment of Mr. Fred Aponte as Ayer Finance Manager/Town Accountant
Professional resume of Mr. Fred Aponte

Office of the Select Board
Office of the Town Manager



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

MEMORANDUM

DATE: February 24, 2022

TO: Ayer Select Board

FROM: Robert A. Pontbriand
Town Manager

A handwritten signature in blue ink, appearing to read "R.A.P.", is written over the printed name of Robert A. Pontbriand.

SUBJECT: Appointment of Mr. Fred Aponte as Ayer Finance Manager/Town Accountant

Dear Honorable Select Board Members,

In accordance with the provisions of Chapter 79 of the Acts of 2018, I hereby appoint Mr. Fred Aponte as Finance Manager/Town Accountant for the Town of Ayer effective April 4, 2022.

I respectfully request that the Select Board vote to ratify this appointment at the March 1, 2022, Ayer Select Board Meeting in accordance with the provision of Chapter 79 of the Acts of 2018.

Thank you for your time and consideration.

FRED APONTE

- 30 years accounting experience: 26 years Municipal (Fund Accounting), 7 years manufacturing and small business.

SKILLS

- **Municipal experience and duties** using UMAS (Uniform Municipal Accounting System) - All accounting functions currently for the Town of Sterling and previously for the Town of Harvard, Town of Upton and the Town of Templeton. A/P warrants, Chart of Account Maintenance, Cash Reconciliation, Journal Entries, Bank Reconciliations, Vendor maintenance, G/L reconciliation, Budget preparation, Year end reports Balance Sheet, Schedule A, GASB 34 Fund Perspective, Fixed Assets, Enterprise Funds, Auditor reports and schedules, Assist in preparation of yearly Tax ReCap.
- Maintenance of the Town's financial database
- Computer and Network Coordination for Town Hall, Fire Dept, Police Dept, DPW, COA and the Land Use Boards.
- **Manufacturing and Small Business accounting experience and duties** include - Proficiency in all areas of A/P: Matching coding and vouchering of invoices approximately 200 - 400 per week including check requests, travel and expense reports, freight distributions, Medex-Medicare, district office rents, foreign payments, stop payments, voids, weekly check runs.
- Receivables, General Ledger and closings.
- Projects; Unaudited Liabilities maintenance, Development of A/P Procedural Manual
- Daily reconciliations for Cost, Sales and Cash Receipts.
- Month end responsibilities: Various accruals and journal entries, reconciliation of multiple General Ledger accounts.
- Smaller office functions including receivables, payables, inventory, cost controls, scheduling and payroll.
- Manufacturing knowledge relating to Purchasing, Shipping and Receiving, Planning, Material requirements, Order Management, Expediting and Electronic Assembly.

MISC

- Computer proficiency: Municipal Fund Accounting Software; Munis, Vadar, Fundware and Softright, Excel, Word, WP, Quicken, Turbo Tax, BPCS, GCS, Quickbooks
- 6 years in a supervisory capacity.

WORK EXPERIENCE:

- **Town Accountant/Operations Manager - Town of Sterling, August 18, 2014 to Present**
- **Accounting Officer & Network Coordinator – Munis Systems Administrator; Town of Harvard, Ayer Road, Harvard MA – November 24, 1997 to June 30, 2017.**
- **Town Accountant; Town of Upton, December 8, 2008 to March 29, 2013**
- **Town Accountant; Town of Templeton, August 2012 to March 2014**
- **District Treasurer ; Groton Dunstable Regional School District, Groton MA – January 2005 to Present**
- **District Treasurer ; Ayer Shirley Regional School District July 1, 2011 to Present**
- **District Treasurer; Lincoln Sudbury Regional School District, December 2017 to June 2017**
- **Bookkeeper; Veteran Homestead, Gardner MA, December 2017 to June 2017**
- **Accountant; Nashoba Valley Regional Dispatch District, Devens MA, May 2019 to Present**
- **ABK Bookkeeping Service – Part-time business**
- **Bookkeeper – Co-Manager; George J Morin Post 183 Shirley MA 01464 – October 2006 to February 2009**
- **TRW Fasteners Division; 180 State Road, Westminster MA - March 4, 1996 to Nov. 21, 1997 / Accounts Payable Clerk**
- **Genrad Inc.; Baker Ave, Concord MA - August 8, 1978 to November 1991 / Positions held: A/P Assistant Supervisor, Project Coordinator, Senior Expediter, Module Assembler, and Sound Level instrument assembler.**
- **Park St. Willows Group; 18 Park St., Ayer MA 1991 to 1994 / Manager**
- **Treasurer Shirley Little League 2001- 2005**

EDUCATION and TRAINING:

- Certified Governmental Accountant CGA (MMAAA)
- Ayer High School; Ayer MA - Graduated 1975
- Mount Wachusett Community College; Gardner MA 1975 to 1977 - Additional courses: Principles of Accounting, Business Organization, Personnel Management, Advertising and Principles of Management.
- Member of Massachusetts Municipal Auditors & Accountants Association
- Annual MMAAA training and seminars, U-Mass Amherst 1998-present
- Yearly seminar "What's new in Municipal Law"
- Various Municipal Accounting Seminars

PERSONAL

- Practical, efficient, detailed and organized.

DEPARTMENT OF PUBLIC WORKS



Dan Van Schalkwyk, P.E. Director
Pamela J. Martin, Business Manager

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

MEMORANDUM

Date: February 23, 2022
To: Select Board
From: Dan Van Schalkwyk, P.E., Director
Subject: **Agenda Items for March 1, 2022, Select Board Meeting**

1. **Approval of Change Order 2 Spectacle Pond Water Treatment Plant – PFAS Treatment Facilities** – Attached is Change Order 2 for the construction of the Spectacle Pond Wellfield PFAS Treatment Plant. The change order adds 45 calendar days to substantially complete the project and \$4,488 to install plywood subflooring on the mezzanine level.

I recommend approval of Change Order No. 2 for Spectacle Pond Water Treatment Plant – PFAS Treatment Facilities, Winston Builders Corporation, Inc. in the amount of \$4,488 and including the time extension for signature by the Board.

2. **Execution of Contract Main St Streetlight Improvements** – Attached is a contract for execution for improvements to the Main Street streetlights. We opened 6 bids for the project on February 16th. Bids ranged from \$54,010 to \$84,995. The low bidder is Mass Bay Electrical Corp. They've performed work in Ayer in the past and they have good references. The project included an add alternate to include an additional streetlight, we recommended including this in the contract, for a total contract amount of \$60,310 which is within the budget of \$70,000.

I recommend executing the contract with Mass Bay Electrical Corp. in the amount of \$60,310 for signature by the Board.

CHANGE ORDER FORM

Ayer Spectacle Pond WTP PFAS Treatment

DWSRF No. 6635

Change Order No.

2

Contract Amount (As-Bid)

\$5,145,889.00

Net Change in Contract Price (this Change Order)

\$4,488.00

Total Cost of Change Orders to date (excluding this C.O.)

\$49,282.00

Total Adjusted Contract Price (including this change order and all other change orders)

\$5,199,659.00

This change order extends the time to complete the work by 45 calendar days (Substantial Completion) and 212 calendar days (Final Completion)

This extended completion date is: April 1, 2022 (Substantial Completion) and September 15, 2022 (Final Completion)

This change order is checked by: _____
CDM Smith

This change order is requested by: Town of Ayer

This change order is recommended by: CDM Smith

Consultant Engineer

P.E. #

Date

The undersigned agree to the terms of the change order.

Winston Builders Corp.

Date

Shaun C. Copeland, Chair - Board of Selectmen

Date

Scott A. Houde, Vice-Chair - Board of Selectmen

Date

Jannice L. Livingston, Clerk - Board of Selectmen

Date

Certification of Appropriation under M.G.L. c.44, s.31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

Lisa Gabree, Town Accountant

Date

Public Entity: Town of Ayer, Massachusetts

Change Order No.: 2

Contract Title: Spectacle Pond WTP PFAS Treatment

Owner's Name: Ayer, Massachusetts - Board of Selectmen

Owner's Address: 1 Main Street, Ayer, MA 01432

Contractor's Name: Winston Builders Corp.

Contractor's Address: PO Box 990, 55 Hopkinton Road, Westboro, MA 01581

ITEM 1 - Extension of Substantial Completion and Final Completion Dates

Description of Change:

The Substantial Completion date is established as April 1, 2022; the Final Completion date is extended two hundred twelve (212) calendar days, from February 15, 2022 to September 15, 2022.

Reason for Change:

The Substantial Completion date is established (original Contract Agreement included the Final Completion date only) as April 1, 2022; this allows for installation, start-up and approval of all new equipment – extension is due to the building framework being completed during the Winter months (slowing production) and the delays in delivery time for several of the major pieces of new equipment. The Final Completion date is extended due to delivery of the new generator being postponed for several months to August/2022.

COST: \$0.00

ITEM 2 - Installation of Untreated Plywood over the Pressure Treated Plywood in the Mezzanine

Description of Change:

The General Contractor installed 1/4" untreated plywood over the pressure treated plywood on the mezzanine level.

Reason for Change:

With the installation of the new vinyl flooring in the mezzanine level, the manufacturer of the vinyl flooring stated that the flooring would not properly adhere to the pressure treated plywood. The vinyl flooring is required in the mezzanine level to protect the Electrical Room, which is directly below on the first floor.

COST: \$4,488



Winston Builders Corporation

Contractors – Engineers

P.O. Box 990
Westborough, MA 01581

Phone (508)-366-1767
Fax (508)898-3177

February 11, 2022

CDMSmith
75 State Street
Suite 701
Boston, MA 02109

ATTN: Tom Casey, PE

RE: Spectacle Pond Water Treatment Plant
PFAS Treatment Facilities
Ayer, MA

Gentlemen:

Please be advised that Winston Builders Corporation will require an extension of time on the above referenced project. This request is necessary due to several factors beyond our control. Please reference my letter dated June 2, 2021. There was a well-documented delay at the project commencement due to another contractor on the site. In addition, the project was impacted by the COVID 19 Pandemic which has caused major supply chain issues and delays worldwide. Finally, our schedule has negatively affected by weather because the building was unable to be completed before winter.

In order to properly finish the project, we request that the contract time is extended to April 1 for substantial completion of the water treatment plant. We will also require time in the spring to complete the site work and the work within the existing water treatment facility. We estimate that this can be completed no later than May 15. Finally, due to delays in manufacturing, the generator will not be available until around August 1. We request that the time is extended until September 15 to finish this final stage of the project. We will keep you updated on the status of the generator production as we approach the anticipated delivery date.

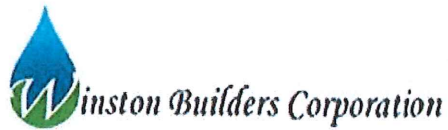
We appreciate your attention to this matter. We look forward to successful project completion.

Sincerely
Winston Builders Corporation



Jeffrey M. Nyren
Treasurer/ Clerk

CC: Mark Wetzel, PE
Dan Van Schalkwyk, PE



Contractors – Engineers

P.O. Box 990
Westborough, MA 01581

Phone (508)-366-1767
Fax (508)898-3177

**Spec Pond WTP
Change Order Request
January 18th, 2022 #6**

To: CDM Smith
75 State Street Suite 701
Boston, Ma, 02109

Re: Flooring

Attn: Tom Casey

Contractor Scope:

- Add ¼" KD plywood over PT subfloor

<i>Subcontractor:</i>	\$ 4,200
<i>M/U: 4,200 x 5%</i>	\$ 210
<i>Bond: 4,410 x .0175%</i>	<u>\$ 78</u>
<i>Contractor Total:</i>	\$ 4,488

Change Order Total: \$ 4,488

Respectfully,

Nicholas Brecken
Project Engineer
Winston Builders Corporation

Please find back up information attached

Winston Builders - Ayer Water Treatment - December 2021

Flooring Proposal

by Robert Mack

North Oxford Mills Flooring

<u>Flooring Type</u>	<u>Pricing</u>	<u>Comments</u>
Sheet vinyl and rubber base as needed	\$ 7,850.00	Tarkett IQ Optima sheet vinyl - color Popiu Bay
Add on / Alternates		
Sheet vinyl and rubber base on Mezzanine	\$ 6,750.00	Same sheet vinyl and base as above - Tarkett IQ Optima color Popiu Bay
New subfloor materials and labor for Mezzanine	\$ 4,200.00	Supply and install proper flooring underlayment for mezzanine
Total for Flooring and Base \$		18,800.00

Notes

- 1 New sheet vinyl flooring in Restroom and Electric room
- 2 Pricing included minor floor prep as needed in concrete areas
- 3 New Rubber base as needed
- 4 Job is prevailing wage

Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01A.

A. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 5 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the General Conditions:
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts as Engineer shall determine in accordance with the General Conditions.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with the General Conditions and the Supplementary Conditions, Owner shall pay the remainder of the Contract Price as recommended by the Engineer and as provided in the General Conditions, less any sum Owner is entitled to set off against Engineer’s recommendation, including but not limited to liquidated damages.

ARTICLE 7 – INTEREST

7.01 Not Applicable

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site 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 federal, state, and local 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 contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any 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 Documents.
- 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 correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. 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.
- J. The Contract Documents are generally enough to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 5, inclusive).
 - 2. Performance bond and Payment bond
 - 3. General Conditions

4. Specifications as listed in the table of contents of the Project Manual.
 5. Drawings consisting of 2 sheets with each sheet bearing the following general title: Main St. Street Light Improvements 2022.
 6. Addenda (numbers to , inclusive).
 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 00300-1 to 00300-5, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages to , inclusive).
 - c. .
 8. 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 (pages to , inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.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 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

- A. 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, moneys that may become due and moneys that are 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.

10.03 *Successors and Assigns*

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

10.04 *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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four copies. One counterpart each has been delivered to Owner, Contractor, Engineer, and Agency. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement is dated _____.

OWNER:

CONTRACTOR

Select Board
Town of Ayer
Ayer, Massachusetts

By: _____

Title: Chair

By: _____

Title: Member

By: _____

Title: Member

By: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Approved: _____

Title: Treasurer

Attest: _____

Title: Clerk

Address for giving notices:

Attest: _____

Title: _____

Address for giving notices:

Agent for service of process:

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

SECTION 00300

FORM FOR GENERAL BID

DEPARTMENT OF PUBLIC WORKS
TOWN OF AYER, MASSACHUSETTS
MAIN ST STREET LIGHT IMPROVEMENTS 2022

The following Bid is submitted to: Ayer Department of Public Works
25 Brook Street
Ayer, MA 01432

By (Contractor Name): Mass Bay Electrical Corp.
(Address for Giving Notice): 125 Orleans Street
East Boston, MA 02128

A. The Undersigned proposes to furnish all labor and materials required for the **22DPW04 Main St Street Light Improvements 2022** in Ayer, Massachusetts, in accordance with the accompanying specifications for the contract prices specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda

Number _____
Dated _____

C. Base Bid - The proposed contract price for the Base Bid including Unit Bid Items 1 through 4 complete is

Fifty Four Thousand Ten dollars (\$ 54,010.00).
(in Words) (in Figures)

D. Base Bid Plus Add Alternative 1 complete is _____

Sixty Thousand Three Hundred Ten dollars (\$ 60,310.00).
(in Words) (in Figures)

E. The subdivision of the proposed contract price is as follows:

Item No.	Estimated Quantity*	Brief description; Unit or lump sum price bid in both words and figures	Total Figure
1	7 EA	Remove existing streetlight and install decorative streetlight – Single Light	\$ 44,100.00

		Sixty Three Hundred dollars and Zero cents (\$ 6,300.00)	
3	1 EA	Remove existing streetlight and install double decorative streetlight Ninety Nine Hundred Ten dollars and Zero cents (\$ 9,910.00)	\$ 9,910.00
A-1	1 EA	Add Alternate 1 Remove existing streetlight and install decorative streetlight – Single Light Sixty Three Hundred dollars and Zero cents (\$ 6,300.00)	\$ 6,300.00

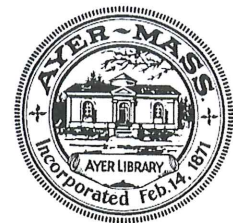
* Indeterminate quantities assumed for comparison of bids. Quantities are not guaranteed. Payment will be based on actual quantities installed/constructed.

F. The undersigned agrees that, if selected as general contractor, he/she will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract Documents have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

The time period for holding bids, where Federal approval is not required is 30 days, Saturdays,

Office of the Select Board
Office of the Town Manager



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

MEMORANDUM

DATE: February 24, 2022

TO: Ayer Select Board

FROM: Robert A. Pontbriand
Town Manager

SUBJECT: FY '23 Budget Update (DRAFT #2 of the FY '23 Budget)

Dear Honorable Select Board Members,

At the Select Board meeting on March 1, 2022, I will provide a brief update and presentation on the FY 2023 Budget. I will specifically provide an overview of DRAFT #2 of the FY 2023 Budget which is attached to this memo* and is also available on the Town's website at www.ayer.ma.us/budget. The focus of my presentation will be on the major changes/adjustments from DRAFT #1 to DRAFT #2. As the Select Board is aware, the FY 2023 Budget remains an evolving document.

- DRAFT #1 of the FY 2023 Budget (January 14, 2022) was \$16,980,667 which represented a \$687,466 increase over the FY 2022 Budget or a 4.22% increase from FY 2022.
- DRAFT #2 of the FY 2023 Budget (February 24, 2022) is at **\$16,793,689** which represents a reduction of \$500,488 from DRAFT #1 which represents a **3.07% increase from FY 2022**.

In terms of next steps after this update at your meeting on March 1, 2022, there will be a **Second Budget Public Forum scheduled for Wednesday, March 16, 2022, at 6pm on Zoom**. This forum will be a Joint Meeting of the Select Board and Finance Committee with all Town Department Heads in attendance. I will make a brief presentation on the FY 2023 Budget including an overview of the Town's FY 2023 Capital Requests and the Town's Free Cash and recommended uses for it. I welcome any suggestions from the Select Board and Finance Committee on any specific FY 2023 Budget topics you would like focused on at the Second Budget Public Forum.

A reminder that all public documents related to the FY 2023 Budget are available on the Town's website at the following link www.ayer.ma.us/budget Additionally, any questions related to the FY 2023 Budget should be referred to the Select Board/Town Manager's Office at (978) 772-8220 or at tm@ayer.ma.us and we will make sure that your questions are answered and that you have any information on the FY 2023 Budget that you are looking for.

Thank you.

Attachment: FY 2023 Omnibus Budget DRAFT #2 - February 24, 2022

**FY 2023 OMNIBUS BUDGET
DRAFT 2 - FEBRUARY 24, 2022**

ACCOUNTS FOR: GENERAL FUND	2019 ACTUALS	2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2022 BUDGET	2023 BUDGET DEPT REQUEST	Dollar Incr (Decr)	Percent Incr (Decr)	COMMENTS
1114 MODERATOR									
1114 51100 MODERATOR, STIPEND	520.00	530.00	541.00	0.00	552.00	552.00	0.00	0.00%	
1114 57000 OTHER CHARGES						100.00	100.00	100.00%	Mass Moderator's membership
TOTAL MODERATOR	520.00	530.00	541.00	0.00	552.00	652.00	100.00	18.12%	
1122 SELECT BOARD									
1122 51100 SELECTMEN, STIPENDS	7,258.92	6,811.11	7,553.04	3,209.60	7,703.00	7,703.00	0.00	0.00%	
1122 51110 ASSIST TOWN MANAGER	95,922.77	99,978.21	104,547.42	39,527.60	108,591.00	110,971.00	2,380.00	2.19%	New contract to be negotiated
1122 51120 TOWN MANAGER	131,585.76	140,589.77	147,114.76	54,543.81	149,682.00	149,682.00	0.00	0.00%	Stepped out/New contract to be negotiated
NEW						50,000.00	50,000.00	100.00%	New position in part to replace Benefits/Payroll Manager (who is retiring)
1122 51130 WAGES, BENEFITS/ADMIN						50,000.00	50,000.00	100.00%	
1122 51130 WAGES, CLERICAL	2,757.50	1,621.00	499.13	1,089.00	2,500.00	2,500.00	0.00	0.00%	
1122 51140 LONGEVITY	490.00	550.00	610.00	380.00	670.00	730.00	60.00	8.96%	
1122 52000 SERVICES	1,966.63	1,373.24	1,235.76	355.88	1,250.00	1,250.00	0.00	0.00%	
1122 54000 SUPPLIES	436.98	45.95	307.01	167.99	0.00	0.00	0.00	0.00%	
1122 54200 OFFICE SUPPLIES	188.48	521.10	310.42	100.47	1,000.00	1,000.00	0.00	0.00%	
1122 57000 OTHER CHARGES & EXPENSES	3,823.63	2,452.16	3,219.94	1,839.96	3,500.00	3,500.00	0.00	0.00%	
1122 58000 LAND APPRAISALS	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00%	
TOTAL SELECT BOARD	244,430.67	253,942.54	265,397.48	101,214.31	279,896.00	332,336.00	52,440.00	18.74%	
1126 BENEFITS & PAYROLL MANAGER									Encumbent to retire in FY22; see Select Board and Treasurer for re-organization of responsibilities
1126 51000 BENEFITS & P/R WAGES	67,777.41	69,289.76	70,526.67	26,171.43	71,836.00	0.00	(71,836.00)	-100.00%	See Select Board new position and added hours under Treasurer part-time staff
1126 51140 BENEFITS & P/R LONGEVITY	0.00	0.00	230.00	260.00	260.00	0.00	(260.00)	-100.00%	
1126 52000 BENEFITS & P/R SERVICES	1,590.00	2,060.14	4,792.77	745.50	4,800.00	0.00	(4,800.00)	-100.00%	Time & attendance and Middlesex retirement actuarial valuation move to Treasurer
1126 54000 BENEFITS & P/R SUPPLIES	297.70	159.25	175.05	0.00	1,450.00	0.00	(1,450.00)	-100.00%	
1126 54200 BENEFITS & P/R OFFICE SUPP	60.56	0.00	68.18	26.47	0.00	0.00	0.00	0.00%	
1126 57000 BENEFITS & P/R OTHER EXP	217.16	622.27	232.50	95.00	1,800.00	0.00	(1,800.00)	-100.00%	
TOTAL BENEFITS & PAYROLL MGR.	69,942.83	72,131.42	76,025.17	27,298.40	80,146.00	0.00	(80,146.00)	-100.00%	
1132 RESERVE FUND									
1132 57800 RESERVE FUND APPROP	150,000.00	150,000.00	150,000.00	4,500.00	300,000.00	300,000.00	0.00	0.00%	Recommended by TM and FM
TOTAL RESERVE FUND	150,000.00	150,000.00	150,000.00	4,500.00	300,000.00	300,000.00	0.00	0.00%	
1135 TOWN ACCOUNTANT									
1135 51100 TOWN ACCOUNTANT SALARY	106,504.49	108,615.21	110,889.71	41,139.03	113,024.00	110,267.00	(2,757.00)	-2.44%	Per TM
1135 51110 TOWN ACCT ASSIST-WAGES	54,949.28	57,273.89	60,798.33	22,863.10	63,185.00	66,158.00	2,973.00	4.71%	
1135 51140 TOWN ACCOUNTANT LONGEVITY	750.00	750.00	750.00	0.00	750.00	300.00	(450.00)	-60.00%	Assistant Accountant (year 1)
1135 51150 TOWN ACCOUNTANT COLLEGE INCENT	5,174.00	5,278.00	8,073.00	8,238.36	8,238.00	0.00	(8,238.00)	-100.00%	
1135 52000 TOWN ACCOUNTANT SERVICES	5,122.52	1,174.88	0.00	0.00	0.00	0.00	0.00	0.00%	
1135 53000 PROFESSIONAL SERVICES	0.00	8,625.00	3,706.50	2,925.00	4,000.00	4,000.00	0.00	0.00%	This line is for GASB 45/75 updates and/or arbitrage reviews.
1135 53020 AUDIT SERVICES	20,998.00	22,276.00	26,000.00	0.00	27,000.00	28,000.00	1,000.00	3.70%	Year 2 \$22,000 plus \$6,000 estimated for single audit work
1135 54000 SUPPLIES	12.55	212.45	314.81	727.95	0.00	500.00	500.00	0.00%	
1135 54200 OFFICE SUPPLIES	340.28	190.05	332.45	299.84	500.00	500.00	0.00	0.00%	
1135 57000 OTHER CHARGES & EXPENSES	1,398.17	699.95	850.27	305.00	1,500.00	1,500.00	0.00	0.00%	
TOTAL TOWN ACCOUNTANT	195,249.29	205,095.43	211,715.07	76,498.28	218,197.00	211,225.00	(6,972.00)	-3.20%	
1136 COMPUTER SUPPORT									
1136 51000 COMPUTER SUPPORT, STIPEND	5,174.50	5,278.00	5,487.62	2,006.78	5,513.00	5,513.00	0.00	0.00%	Level funded per TM
1136 52000 SERVICES	7,813.80	8,322.28	7,709.79	2,701.30	7,900.00	8,000.00	100.00	1.27%	Harpers payroll fee
1136 53040 SOFTWARE MAINTENANCE	31,252.00	31,955.11	32,913.77	16,826.27	34,800.00	35,844.00	1,044.00	3.00%	Use 3% increase for now- v mail into MUNIS 12/27/2021
1136 53200 TRAINING	0.00	0.00	3,000.00	0.00	2,000.00	2,000.00	0.00	0.00%	
1136 54000 SUPPLIES	0.00	681.92	0.00	0.00	0.00	500.00	500.00	0.00%	
1136 57000 OTHER CHARGES & EXPENSES	0.00	56.39	0.00	0.00	0.00	0.00	0.00	0.00%	
TOTAL COMPUTER SUPPORT	44,240.30	46,293.70	49,111.18	21,534.35	50,213.00	51,857.00	1,644.00	3.27%	
1141 BOARD OF ASSESSORS									
1141 51100 ASSESSORS, STIPENDS	7,155.38	7,299.12	6,672.56	3,174.95	7,618.00	7,618.00	0.00	0.00%	
1141 51110 SECRETARY WAGES	48,900.96	51,309.87	53,674.64	20,208.40	55,920.00	58,329.00	2,409.00	4.31%	
1141 51120 ASSESSING ADMINISTRATOR, WAGES	105,532.16	107,628.61	109,906.75	29,596.84	111,932.00	84,246.00	(27,686.00)	-24.73%	Grade 13, step 3 + \$2,000 MAA stipend
1141 53010 MAP UPDATE	0.00	4,697.61	2,981.74	0.00	4,500.00	4,500.00	0.00	0.00%	
1141 53020 CONSULTING SERVICES	16,461.75	3,500.00	10,220.00	38,000.00	19,200.00	40,150.00	20,950.00	109.11%	
1141 54000 SUPPLIES	157.43	0.00	202.98	39.00	416.00	416.00	0.00	0.00%	
1141 54200 OFFICE SUPPLIES	249.94	339.37	248.58	211.93	675.00	675.00	0.00	0.00%	
1141 57000 OTHER CHARGES & EXPENSES	1,980.90	5,860.00	6,588.67	2,562.49	6,525.00	6,525.00	0.00	0.00%	

**FY 2023 OMNIBUS BUDGET
DRAFT 2 - FEBRUARY 24, 2022**

ACCOUNTS FOR: GENERAL FUND			2019	2020	2021	2022	2022	2023 BUDGET	Dollar Incr	Percent Incr	COMMENTS
TOTAL	BOARD OF ASSESSORS		ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	DEPT REQUEST	(Decr)	(Decr)	
TOTAL	BOARD OF ASSESSORS		180,438.52	180,634.58	190,495.92	93,793.61	206,786.00	202,459.00	(4,327.00)	-2.09%	
01145C	TREASURER/TAX COLLECTOR										
01145C	51100	TREASURER/TAX COLLTR WAGES	74,202.17	77,488.84	80,947.00	30,825.60	84,573.00	86,691.00	2,118.00	2.50%	Step and stipend
01145C	51110	ASSIST COLLECTOR WAGES	49,047.12	52,381.08	55,899.15	21,204.02	58,555.00	61,432.00	2,877.00	4.91%	Step, stipends, longevity per contract
01145C	51130	PART-TIME STAFF WAGES	17,209.25	18,507.15	23,835.00	8,280.73	24,966.00	43,963.00	18,997.00	76.09%	Step, stipends, longevity per contract; increase 13 hours per week
01145C	52000	SERVICES	6,170.86	12,988.30	12,018.46	2,164.52	14,000.00	18,800.00	4,800.00	34.29%	\$4,800 moved from Benefits & Payroll under re-organization
01145C	54000	SUPPLIES	1,620.70	1,648.57	1,889.33	97.00	2,100.00	2,000.00	(100.00)	-4.76%	
01145C	54200	OFFICE SUPPLIES	810.95	654.15	828.66	811.85	750.00	1,000.00	250.00	33.33%	To reflect adding toner to budget
01145C	57000	OTHER CHARGES & EXPENSES	1,922.22	877.93	1,052.44	1,620.94	3,500.00	3,500.00	0.00	0.00%	
01145C	58000	TREASURER OFFICE REN/FURNITURE	0.00	0.00	5,596.26	0.00	0.00	0.00	0.00	0.00%	
TOTAL	TREASURER/TAX COLLECTOR		150,983.27	164,546.02	182,066.30	65,004.66	188,444.00	217,386.00	28,942.00	15.36%	
1147	FINANCE COMMITTEE										
1147	57000	OTHER CHARGES & EXPENSES	280.00	280.00	180.00	180.00	500.00	500.00	0.00	0.00%	Per email dated 1/5/2022 from P Diamond
TOTAL	FINANCE COMMITTEE		280.00	280.00	180.00	180.00	500.00	500.00	0.00	0.00%	
1148	PARKING TICKETS										
1148	52000	SERVICES	1,197.28	1,347.71	688.83	217.55	1,500.00	1,250.00	(250.00)	-16.67%	Reduction for new parking ticket company
TOTAL	PARKING TICKETS		1,197.28	1,347.71	688.83	217.55	1,500.00	1,250.00	(250.00)	-16.67%	
1151	TOWN COUNSEL										
1151	53090	LEGAL SERVICES	60,862.96	58,335.89	51,196.92	23,121.27	80,000.00	80,000.00	0.00	0.00%	Level funded per TM
TOTAL	TOWN COUNSEL		60,862.96	58,335.89	51,196.92	23,121.27	80,000.00	80,000.00	0.00	0.00%	
1154	MANAGEMENT SUPPORT										
1154	51000	WAGES, BOH & ZBA	45,585.18	52,283.52	55,706.47	21,087.00	57,577.00	60,820.00	3,243.00	5.63%	Grade 4, step 8 plus \$1,000 ed stipend + \$200 training + \$300 longevity
	NEW	WAGES, PLANNING & CONSERVATION						45,000.00	45,000.00	100.00%	
1154	51300	MANAGEMENT SUPPORT, OVERTIME	770.47	1,164.36	911.35	41.72	2,500.00	0.00	(2,500.00)	-100.00%	Depending on Parks Dept - staff request
1154	52000	SERVICES	1,381.42	642.96	0.00	115.00	5,000.00	5,000.00	0.00	0.00%	
1154	52100	CLEAR GOV BUDGET BOOK	0.00	0.00	5,250.00	7,000.00	7,000.00	7,000.00	0.00	0.00%	
1154	52420	GENERAL CODE ANNUAL MAINTENANK	0.00	0.00	5,240.00	5,705.00	5,000.00	5,000.00	0.00	0.00%	Estimate. Awaiting final cost.
1154	53200	MANAGEMENT SUPPORT TRAINING	0.00	0.00	0.00	0.00	2,000.00	2,000.00	0.00	0.00%	
1154	53410	PRINTING SERVICES	8,639.78	10,651.81	7,582.02	2,260.90	8,000.00	8,000.00	0.00	0.00%	
1154	54000	SUPPLIES	452.39	410.96	0.00	0.00	1,500.00	1,500.00	0.00	0.00%	
1154	54200	OFFICE SUPPLIES	536.64	767.23	1,662.50	205.68	0.00	0.00	0.00	0.00%	
1154	57000	OTHER CHARGES & EXPENSES	0.00	119.97	708.59	278.12	500.00	500.00	0.00	0.00%	
TOTAL	MANAGEMENT SUPPORT		57,365.88	66,040.81	77,060.93	36,693.42	89,077.00	134,820.00	45,743.00	51.35%	
1158	TAX TITLE FORECLOSURE										
1158	52000	TAX TITLE FORECLOSURE SERVICE	13,139.58	12,904.33	5,530.06	4,778.94	15,000.00	15,000.00	0.00	0.00%	
TOTAL	TAX TITLE FORECLOSURE		13,139.58	12,904.33	5,530.06	4,778.94	15,000.00	15,000.00	0.00	0.00%	
1161	TOWN CLERK										
1161	51100	TOWN CLERK SALARY	67,475.36	70,512.08	74,538.08	27,968.00	78,628.00	80,579.00	1,951.00	2.48%	
1161	51110	ASSISTANT WAGES	54,752.80	55,817.72	57,038.64	21,964.42	58,072.00	48,277.00	(9,795.00)	-16.87%	
1161	51300	OVERTIME	0.00	0.00	395.39	0.00	0.00	0.00	0.00	0.00%	
1161	52000	SERVICES	0.00	0.00	611.24	169.19	2,000.00	2,000.00	0.00	0.00%	
1161	54000	SUPPLIES	82.29	155.04	345.91	0.00	400.00	2,400.00	2,000.00	500.00%	\$2,000 for new desks
1161	54200	OFFICE SUPPLIES	205.37	596.45	149.99	44.62	0.00	400.00	400.00	100.00%	
1161	57000	OTHER CHARGES & EXPENSES	1,027.29	255.00	385.00	1,196.87	2,000.00	3,000.00	1,000.00	50.00%	
TOTAL	TOWN CLERK		123,543.11	127,336.29	133,464.25	51,343.10	141,100.00	136,656.00	(4,444.00)	-3.15%	
1162	ELECTIONS & REGISTRATIONS										
1162	51000	ELECTIONS STIPEND (ASST CLERK)	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	(1,000.00)	-100.00%	No longer valid
1162	51100	REGISTRARS SALARIES	1,000.00	324.00	500.00	0.00	1,296.00	1,296.00	0.00	0.00%	
1162	51130	ELECTION WORKERS WAGES	7,594.19	9,129.80	9,728.21	135.00	5,000.00	11,000.00	6,000.00	120.00%	Increase in elections
1162	51300	OVERTIME	735.62	0.00	228.91	0.00	0.00	0.00	0.00	0.00%	
1162	52000	CENSUS SERVICES	815.00	0.00	2,347.04	0.00	2,500.00	3,000.00	500.00	20.00%	
1162	52100	SERVICE-ELECTION WORKERS	407.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1162	53040	COMPUTER SERVICES	7,969.89	5,837.62	5,271.78	0.00	5,500.00	7,500.00	2,000.00	36.36%	Includes election maintenance
1162	54000	ELECTION SUPPLIES	502.24	2,156.10	2,821.05	179.00	0.00	3,000.00	3,000.00	100.00%	
1162	54200	OFFICE SUPPLIES	1,166.53	351.06	232.09	179.99	500.00	500.00	0.00	0.00%	
1162	57000	OTHER CHARGES & EXPENSES	754.69	164.71	769.16	0.00	500.00	500.00	0.00	0.00%	

**FY 2023 OMNIBUS BUDGET
DRAFT 2 - FEBRUARY 24, 2022**

ACCOUNTS FOR: GENERAL FUND	2019 ACTUALS	2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2022 BUDGET	2023 BUDGET DEPT REQUEST	Dollar Incr (Decr)	Percent Incr (Decr)	COMMENTS
TOTAL ELECTIONS & REGISTRATION	20,946.00	18,963.29	22,898.24	493.99	16,296.00	26,796.00	10,500.00	64.43%	
1164 TOWN HALL POSTAGE FUND									
1164 53400 POSTAGE	19,814.06	17,925.61	19,811.75	6,173.43	21,000.00	23,100.00	2,100.00	10.00%	Postage costs running about 10% higher in FY22
TOTAL TOWN HALL POSTAGE FUND	19,814.06	17,925.61	19,811.75	6,173.43	21,000.00	23,100.00	2,100.00	10.00%	
1166 INFORMATION TECHNOLOGY									
1166 51000 IT ZOOM STIPEND	0.00	0.00	545.73	3,250.65	0.00	0.00	0.00	0.00%	
1166 51100 INFO TECH, WAGES	90,106.64	94,229.17	98,754.71	36,814.80	100,532.00	100,532.00	0.00	0.00%	
1166 51130 IT OTHER WAGES	0.00	0.00	4,860.75	2,281.50	8,200.00	8,200.00	0.00	0.00%	
1166 52000 IT SERVICES	36,135.69	39,177.57	54,421.41	23,734.45	48,016.00	48,016.00	0.00	0.00%	
1166 52100 WEBSITE DESIGN & MAINTENANCE	3,700.00	4,525.00	4,016.25	3,000.00	4,200.00	4,200.00	0.00	0.00%	
1166 53200 TRAINING	2,123.47	2,438.71	1,788.75	1,856.25	3,000.00	3,000.00	0.00	0.00%	
1166 53400 COMMUNICATIONS	1,011.49	737.88	737.88	304.57	828.00	828.00	0.00	0.00%	
1166 54000 IT SUPPLIES	4,843.02	4,375.08	4,321.81	2,048.47	5,000.00	5,000.00	0.00	0.00%	
1166 54200 OFFICE SUPPLIES	12.40	94.92	218.52	38.86	50.00	50.00	0.00	0.00%	
1166 57000 OTHER CHARGES & EXPENSES	1,275.40	911.86	444.65	442.66	1,000.00	1,000.00	0.00	0.00%	
1166 58000 HARDWARE & SOFTWARE	13,087.52	7,814.25	19,159.24	7,534.03	15,000.00	15,000.00	0.00	0.00%	
TOTAL INFORMATION TECHNOLOGY	152,295.63	154,304.44	189,269.70	81,306.24	185,826.00	185,826.00	0.00	0.00%	
1171 CONSERVATION COMMISSION									
1171 51000 CONSERVATION AGENT, WAGES	54,889.26	56,697.86	61,570.75	23,247.70	63,985.00	59,445.00	(4,540.00)	-7.10%	Position currently vacant; Per TM use Grade 5, step 3
1171 52000 SERVICES	621.13	919.13	619.13	186.67	870.00	10,870.00	10,000.00	1149.43%	Per TM, add \$10,000 for add'n consulting services
1171 52400 CONSERVATION BEAVER DECEIVER	0.00	0.00	2,845.00	1,161.00	2,180.00	2,180.00	0.00	0.00%	
1171 54000 SUPPLIES	0.00	268.11	84.63	90.00	450.00	450.00	0.00	0.00%	
1171 54100 BEAVER DECEIVER SUPPLIES	0.00	0.00	0.00	729.81	1,000.00	1,000.00	0.00	0.00%	
1171 54200 OFFICE SUPPLIES	71.56	35.28	146.57	235.31	0.00	0.00	0.00	0.00%	
1171 55801 PUBLIC HEARINGS EXPENSE	0.00	1,200.00	136.92	376.50	400.00	400.00	0.00	0.00%	
1171 57000 OTHER CHARGES & EXPENSES	1,721.10	1,203.13	742.21	413.00	2,225.00	2,225.00	0.00	0.00%	
TOTAL CONSERVATION COMMISSION	57,303.05	60,323.51	66,145.21	26,439.99	71,110.00	76,570.00	5,460.00	7.68%	
1175 TOWN PLANNER									
1175 51000 TOWN PLANNER	79,427.52	83,039.84	85,877.09	30,820.23	90,765.00	93,041.00	2,276.00	2.51%	Grade 13, step 8
1175 53400 COMMUNICATIONS	614.88	617.88	644.12	169.19	500.00	450.00	(50.00)	-10.00%	
1175 54000 SUPPLIES	673.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1175 54200 OFFICE SUPPLIES	0.00	10.11	210.31	546.32	100.00	150.00	50.00	50.00%	
1175 55801 PUBLIC HEARINGS EXPENSE	2,072.75	2,863.92	195.36	546.48	1,500.00	1,500.00	0.00	0.00%	
1175 57000 OTHER CHARGES & EXPENSES	560.77	570.00	259.00	0.00	400.00	400.00	0.00	0.00%	
TOTAL TOWN PLANNER	83,349.36	87,101.75	87,185.88	32,082.22	93,265.00	95,541.00	2,276.00	2.44%	
1181 URBAN DEVELOPMENT(MRPC)									
1181 56600 REGIONAL PLANNING ASSESS	2,449.29	2,510.52	2,573.28	2,637.62	2,638.00	2,889.00	251.00	9.51%	Waiting on Assessment letter
TOTAL URBAN DEVELOPMENT(MRPC)	2,449.29	2,510.52	2,573.28	2,637.62	2,638.00	2,889.00	251.00	9.51%	
1188 PLANNING & DEVELOPMENT									
1188 51000 DIRECTOR-PLN & DEV, WAGES	37,052.00	38,680.32	39,982.26	15,393.86	42,407.00	43,477.00	1,070.00	2.52%	Half of Program Manager wages moved here at request of Ayer Affordable Housing Committee
1188 51110 COMMUNITY DEV PROGRAM MGR W/	0.00	0.00	0.00	0.00	0.00	37,085.00	37,085.00	100.00%	
1188 53400 COMMUNICATIONS	0.00	0.00	28.24	0.00	200.00	200.00	0.00	0.00%	
1188 54000 SUPPLIES	37.19	0.00	194.30	0.00	250.00	250.00	0.00	0.00%	
TOTAL PLANNING & DEVELOPMENT	37,089.19	38,680.32	40,204.80	15,393.86	42,857.00	81,012.00	38,155.00	89.03%	
1192 PUBLIC BLDGS & PROP MAINT									
1192 51000 FACILITIES DIRECTOR	68,716.08	71,848.08	75,294.32	28,591.20	78,550.00	88,725.00	10,175.00	12.95%	Step and 1st year of longevity \$200; personal services contract to be negotiated per TM
1192 51100 CUSTODIAN	38,526.88	40,043.52	22,681.46	476.88	43,305.00	43,284.00	(21.00)	-0.05%	
1192 51300 OVERTIME	307.36	7,175.18	18,891.49	9,790.61	1,000.00	1,000.00	0.00	0.00%	
1192 52000 SERVICES (TOWN HALL)	5,066.52	5,824.81	7,006.02	2,298.73	6,500.00	6,500.00	0.00	0.00%	
1192 52000F SERVICES (FIRE)	1,551.50	2,162.53	1,707.70	964.87	3,000.00	3,000.00	(1,000.00)	-33.33%	Second comcast router service
1192 52000P SERVICES (POLICE)	1,553.00	1,085.00	1,707.70	639.99	1,000.00	2,000.00	1,000.00	100.00%	
1192 52100 HEAT (TOWN HALL)	20,459.01	15,707.64	9,950.58	216.68	20,000.00	18,500.00	(1,500.00)	-7.50%	Energy savings from boiler replacement
1192 52100F HEAT (FIRE)	15,569.98	14,900.00	13,729.77	926.07	15,600.00	15,600.00	0.00	0.00%	
1192 52100P HEAT (POLICE)	12,842.80	7,399.18	10,512.77	324.32	13,000.00	13,000.00	0.00	0.00%	
1192 52200 ELECTRIC (TOWN HALL)	12,729.46	8,220.11	13,846.55	5,843.64	14,000.00	14,000.00	0.00	0.00%	No increase needed; LED lighting installed/possible savings in FY24
1192 52200F ELECTRIC (FIRE)	15,942.94	16,720.94	19,898.49	7,675.25	19,000.00	19,000.00	0.00	0.00%	No increase needed; LED lighting installed/possible savings in FY24
1192 52200P ELECTRIC (POLICE)	11,436.50	12,584.82	18,228.53	6,153.29	20,000.00	20,000.00	0.00	0.00%	

**FY 2023 OMNIBUS BUDGET
DRAFT 2 - FEBRUARY 24, 2022**

ACCOUNTS FOR: GENERAL FUND	2019 ACTUALS	2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2022 BUDGET	2023 BUDGET DEPT REQUEST	Dollar Incr (Decr)	%ercent Incr (Decr)	COMMENTS	
1192 52400	VENDOR R&M -TOWN HALL	32,111.82	29,516.95	32,307.83	7,627.67	35,000.00	35,000.00	0.00	0.00%	Front step repairs/carpet/wall bubbling
1192 52400F	VENDOR R&M-FIRE	22,183.39	15,863.28	23,160.30	11,316.06	23,000.00	26,000.00	3,000.00	13.04%	Replacement bedroom windows
1192 52400P	VENDOR R&M-POLICE	15,691.33	10,758.02	32,679.42	11,665.62	18,600.00	18,600.00	0.00	0.00%	Lobby/youth RM repairs/cell repairs
1192 52420	MAINTENANCE SERV (TOWN HALL)	3,005.25	4,804.92	2,505.27	4,204.32	6,000.00	6,000.00	0.00	0.00%	
1192 52420F	MAINTENANCE SERV (FIRE)	4,236.50	4,760.83	4,002.75	4,705.25	6,000.00	6,000.00	0.00	0.00%	
1192 52420P	MAINTENANCE SERV (POLICE)	2,166.75	3,938.31	2,975.74	2,415.98	3,800.00	3,800.00	0.00	0.00%	
1192 524DP	VENDOR R&M DPW	0.00	0.00	0.00	416.66	0.00	0.00	0.00	0.00%	
1192 52600	GROUNDSKEEP'G SERVICE TOWN HAL	3,600.50	3,110.00	1,775.00	715.00	4,000.00	4,000.00	0.00	0.00%	Trees and brush trimming/depot sq
1192 52600D	GROUNDSKEEPING DEPOT SQ	0.00	0.00	608.50	98.50	0.00	0.00	0.00	0.00%	
1192 52600P	GROUNDSKEEPING-POLICE	4,605.22	89.00	1,467.00	1,700.00	3,000.00	3,000.00	0.00	0.00%	Mid summer parking lot vegetation trimming
1192 52900P	WASTE REMOVAL POLICE	1,209.74	1,465.93	2,125.35	837.93	2,400.00	2,400.00	0.00	0.00%	
1192 53041	PHONE (TOWN HALL)	4,123.20	4,042.35	4,153.19	1,525.18	5,000.00	5,000.00	0.00	0.00%	
1192 53400	COMMUNICATIONS	1,347.03	1,195.44	1,329.20	373.33	1,300.00	1,300.00	0.00	0.00%	
1192 54000	SUPPLIES (TOWN HALL)	7,536.62	4,812.85	8,554.03	2,054.56	6,000.00	6,000.00	0.00	0.00%	
1192 54000F	SUPPLIES (FIRE)	1,942.36	3,058.73	2,619.07	233.74	2,700.00	2,700.00	0.00	0.00%	
1192 54000P	SUPPLIES (POLICE)	5,956.54	4,919.91	8,399.80	2,648.36	5,000.00	5,000.00	0.00	0.00%	
1192 54100	CLOTHING SUPPLIES	213.37	0.00	597.82	435.17	600.00	600.00	0.00	0.00%	
1192 54200	OFFICE SUPPLIES	47.48	359.37	41.32	230.45	200.00	200.00	0.00	0.00%	
1192 54300	TOOLS	0.00	1,636.86	2,234.38	264.82	1,000.00	1,000.00	0.00	0.00%	
1192 54320	BLDG RPR SUPPLIES (TOWN HALL)	8,072.60	3,960.65	6,031.72	933.88	7,500.00	6,500.00	(1,000.00)	-13.33%	Wall repairs
1192 54320D	R&M SUPPLIES, DEPOT SQ	0.00	0.00	686.94	0.00	0.00	0.00	0.00	0.00%	
1192 54320F	BLDG RPR SUPPLIES (FIRE)	2,368.34	2,595.86	1,842.91	0.00	2,500.00	2,000.00	(500.00)	-20.00%	
1192 54320P	BLDG RPR SUPPLIES (POLICE)	2,029.83	3,287.75	3,984.09	3,971.21	2,500.00	3,000.00	500.00	20.00%	
1192 57000	OTHER CHARGES	1,633.20	2,410.15	2,541.63	1,340.53	2,800.00	2,800.00	0.00	0.00%	
1192 57000F	OTHER CHARGES (FIRE)	0.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00%	
1192 57000P	OTHER CHARGES (POLICE)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1192 58100	BOS MEETING RM CHAIRS	0.00	1,598.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1192 58600	FIRE COMMAND/DAY ROOM CARPET	3,502.60	1,654.50	0.00	0.00	0.00	0.00	0.00	0.00%	
1192 58650	FIRE FLOOR ENTRY AREA	0.00	5,600.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1192 58800	TH-LED MAIN DIRECTORY	2,959.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1192 58900	TH-VARIOUS PAINTING	4,917.20	4,136.71	0.00	0.00	0.00	0.00	0.00	0.00%	
1192 58950	TH-HVAC SYSTEM UPDATE	0.00	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	
TOTAL	PUBLIC BLDGS & PROP MA	340,162.37	327,248.18	361,262.31	123,615.75	373,855.00	384,509.00	10,654.00	2.85%	
1193 GENERAL INSURANCE										
1193 57400	WORKERS COMPENSATION INS	46,132.00	54,533.00	56,616.00	54,397.00	65,000.00	71,500.00	6,500.00	10.00%	Per TM, use 10% for now (Waiting on final number)
1193 57410	FIRE/POLICE ACC LIAB INS	37,762.00	43,247.00	60,078.08	48,484.76	49,000.00	53,900.00	4,900.00	10.00%	(Waiting on final number)
1193 57430	FIRE, CASUALTY & LIAB INS	108,017.58	120,859.68	129,979.00	151,676.36	153,000.00	168,300.00	15,300.00	10.00%	(Waiting on final number)
TOTAL	GENERAL INSURANCE	191,911.58	218,639.68	246,673.08	254,558.12	267,000.00	293,700.00	26,700.00	10.00%	
1210 POLICE DEPARTMENT										
1210 51100	POLICE DEPT-SALARIES	2,011,607.24	2,195,238.89	2,207,501.20	915,165.16	2,524,724.00	2,537,364.00	12,640.00	0.50%	
1210 51300	POLICE DEPT-OVERTIME	209,960.00	144,763.28	233,847.58	102,449.47	367,459.00	374,808.00	7,349.00	2.00%	
1210 51310	POLICE DEPT-COURT TIME	14,178.97	10,433.06	5,371.53	3,082.79	16,000.00	16,000.00	0.00	0.00%	
1210 51320	TRAINING OVERTIME	24,827.09	9,615.11	13,933.73	14,694.61	12,000.00	25,000.00	13,000.00	108.33%	
1210 51900	CLOTHING	0.00	0.00	0.00	0.00	400.00	400.00	0.00	0.00%	
1210 51901	CLOTHING- CRUMPTON	1,241.79	695.88	1,190.90	585.09	1,250.00	1,300.00	50.00	4.00%	
1210 51902	CLOTHING- GAMBREL	990.00	1,248.46	0.00	0.00	1,250.00	1,300.00	50.00	4.00%	
1210 51903	CLOTHING - CHIEF	1,537.74	764.47	513.84	2,678.39	3,000.00	1,750.00	(1,250.00)	-41.67%	
1210 51904	CLOTHING- MACIEL (WAS HADLEY)	289.90	395.00	382.33	213.00	400.00	450.00	50.00	12.50%	
1210 51905	CLOTHING-DAVIS	804.00	1,250.00	1,250.00	0.00	1,250.00	1,300.00	50.00	4.00%	
1210 51906	CLOTHING- KULARSKI	1,555.93	1,478.34	1,563.00	168.00	1,563.00	1,400.00	(163.00)	-10.43%	
1210 51907	CLOTHING- NEW OFFICER (WAS CUNN	1,229.00	1,247.95	1,250.00	384.00	1,250.00	1,300.00	50.00	4.00%	
1210 51908	CLOTHING-HERRSTROM	400.00	378.83	385.95	0.00	400.00	450.00	50.00	12.50%	
1210 51909	CLOTHING-BRISSETTE	286.99	373.96	386.42	249.50	400.00	450.00	50.00	12.50%	
1210 51910	CLOTHING- IALEGGIO	0.00	353.19	1,101.50	0.00	1,250.00	1,300.00	50.00	4.00%	
1210 51911	CLOTHING-REYNOSO (WAS HARTY)	1,263.89	1,206.99	0.00	0.00	1,250.00	1,300.00	50.00	4.00%	
1210 51912	CLOTHING-PEARSON	1,168.90	1,119.99	1,334.23	181.90	1,400.00	1,400.00	0.00	0.00%	
1210 51913	CLOTHING-BARHIGHT	1,563.00	1,563.00	1,563.00	1,400.20	1,563.00	1,625.00	62.00	3.97%	
1210 51914	CLOTHING-FIGHTER	1,250.00	1,046.68	1,030.42	133.86	1,250.00	1,300.00	50.00	4.00%	
1210 51915	CLOTHING- NEW SERGEANT (WAS COT	1,232.47	1,242.66	1,312.15	158.00	1,400.00	1,400.00	0.00	0.00%	
1210 51916	CLOTHING-HARDEN	0.00	400.00	0.00	0.00	400.00	450.00	50.00	12.50%	
1210 51917	CLOTHING-ROGERS	1,328.16	1,082.84	1,250.00	34.98	1,250.00	1,300.00	50.00	4.00%	
1210 51918	CLOTHING- NICOLO	0.00	1,249.38	1,069.43	279.87	1,250.00	1,300.00	50.00	4.00%	
1210 51919	CLOTHING- MACDONALD	1,250.00	1,292.07	1,350.00	884.24	1,400.00	1,400.00	0.00	0.00%	
1210 51920	CLOTHING-SCOTT	1,128.95	250.00	1,250.00	453.00	1,250.00	1,300.00	50.00	4.00%	
1210 51921	CLOTHING-BIGELOW	1,250.00	1,242.21	1,250.00	130.00	1,250.00	1,300.00	50.00	4.00%	
1210 51922	CLOTHING- PT NON REGION	96.00	0.00	0.00	0.00	150.00	200.00	50.00	33.33%	
1210 51923	CLOTHING-NEW DEPUTY CHIEF (WAS C	1,250.00	1,241.39	1,744.84	0.00	1,750.00	1,750.00	0.00	0.00%	
01210R 51924	CLOTHING-PROVIDAKES	90.00	348.50	263.00	0.00	400.00	450.00	50.00	12.50%	
1210 51925	CLOTHING-NEW DETECTIVE	1,172.75	1,207.00	354.00	0.00	1,400.00	1,625.00	225.00	16.07%	

**FY 2023 OMNIBUS BUDGET
DRAFT 2 - FEBRUARY 24, 2022**

ACCOUNTS FOR: GENERAL FUND			2019	2020	2021	2022	2022	2023 BUDGET	Dollar Incr	Percent Incr	COMMENTS
			ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	DEPT REQUEST	(Decr)	(Decr)	
1210	51926	CLOTHING-MCNULTY	316.99	358.48	308.99	80.00	400.00	450.00	50.00	12.50%	
1210	51927	CLOTHING-LEVEL (WAS GOODWIN)	0.00	265.45	0.00	0.00	400.00	450.00	50.00	12.50%	
1210	51928	CLOTHING-LANSING	791.00	416.92	1,189.47	313.95	1,250.00	1,300.00	50.00	4.00%	
01210R	51930	CLOTHING-CAULEY	0.00	235.96	287.00	74.99	400.00	450.00	50.00	12.50%	
01210R	51931	CLOTHING-BUELOW	101.99	384.79	370.99	283.50	400.00	450.00	50.00	12.50%	
01210R	51932	CLOTHING-MACKIE	37.00	0.00	0.00	0.00	400.00	450.00	50.00	12.50%	
1210	52000	SERVICES	25,419.31	2,781.74	4,849.95	1,198.31	2,000.00	3,200.00	1,200.00	60.00%	National Grid electricity (radio shelter) \$250/month, one cell cleaning \$200
1210	52400	POLICE-VEHIC MAINT/REPAIR	13,053.06	15,406.71	18,798.65	4,969.33	13,000.00	13,000.00	0.00	0.00%	
1210	52440	EQUIPMENT REPAIR	5,065.66	1,765.47	3,329.83	651.25	7,000.00	7,000.00	0.00	0.00%	
1210	53021	POLICE-PHYSICAL EXAM	2,958.94	0.00	4,441.98	2,626.14	1,000.00	3,050.00	2,050.00	205.00%	\$850 per physical; \$425 per psychological (2 officers)
1210	53040	POLICE-COMPUTER	0.00	497.64	0.00	0.00	0.00	0.00	0.00	0.00%	
1210	53200	POLICE-TRAINING	10,632.00	4,754.83	15,710.75	5,981.00	9,000.00	12,000.00	3,000.00	33.33%	To reflect FY22 annualized actual cost
1210	53400	POLICE-COMMUNICATIONS	17,131.37	17,391.18	17,890.53	6,179.71	17,500.00	17,700.00	200.00	1.14%	
1210	53402	POLICE-MAINT AGREEMENT	34,393.94	64,412.70	52,798.12	42,152.74	75,643.00	93,816.00	18,173.00	24.02%	
1210	53800	POLICE-PHOTOGRAPHY	0.00	0.00	0.00	0.00	1,000.00	1,000.00	0.00	0.00%	
1210	54000	SUPPLIES	35,236.49	19,968.51	68,915.82	11,841.10	18,535.00	15,100.00	(3,435.00)	-18.53%	
1210	54200	OFFICE SUPPLIES	2,196.41	3,507.87	3,287.76	1,629.37	3,800.00	3,800.00	0.00	0.00%	
1210	54800	VEHICLE SUPPLIES	1,666.33	5,778.82	3,932.81	36.40	5,000.00	5,000.00	0.00	0.00%	
1210	54900	PRISONER SUPPLIES	0.00	38.99	0.00	1,465.16	800.00	800.00	0.00	0.00%	
1210	55821	DUES/SUBSCRIPTIONS	13,998.02	10,718.00	12,785.99	10,856.00	10,800.00	12,600.00	1,800.00	16.67%	
1210	55890	CONFERENCES	3,586.20	894.93	325.00	964.81	5,100.00	10,000.00	4,900.00	96.08%	
1210	57000	OTHER CHARGES & EXPENSES	3,051.09	638.77	0.00	21.50	0.00	0.00	0.00	0.00%	
1210	57410	COLLEGE REIMBURSEMENT	23,629.00	18,638.50	13,059.80	0.00	28,800.00	39,400.00	10,600.00	36.81%	
01210R	58200	COMPUTER AIDED DISPATCH	1,303.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1210	58590	CRUISER	45,064.50	44,363.69	50,321.62	2,807.19	53,700.00	56,000.00	2,300.00	4.28%	
1210	58700	ADD'L COST RADIO INFRASTRUCTURE	6,770.97	11,698.63				0.00	0.00	0.00%	
	NEW	VESTS	0.00					5,100.00	5,100.00	100.00%	
	NEW	NEW HIRE, TRAINING, CLTHING, EQUIP	0.00					7,200.00	7,200.00	100.00%	
TOTAL	POLICE DEPARTMENT		2,529,356.76	2,607,644.71	2,755,054.11	1,137,458.51	3,205,887.00	3,291,988.00	86,101.00	2.69%	
1220	FIRE DEPARTMENT										
1220	51000	FIRE CALL PAY	54,296.95	52,302.22	54,920.88	19,218.02	74,917.00	74,917.00	0.00	0.00%	COLA not added yet
1220	51100	FIRE DEPT, WAGES	1,241,051.55	1,287,561.94	1,376,443.31	559,703.32	1,430,102.00	1,469,864.00	39,762.00	2.78%	
1220	51300	FIRE DEPT-OVERTIME	242,830.95	254,876.96	248,052.40	80,324.95	299,014.00	298,030.00	(984.00)	-0.33%	
1220	51310	CALL OVERTIME	55,915.03	57,467.14	58,588.89	12,641.26	70,087.00	71,489.00	1,402.00	2.00%	
1220	51320	TRAINING OVERTIME	11,222.60	18,365.30	30,891.65	10,981.19	30,600.00	35,600.00	5,000.00	16.34%	Increased per contract language by \$5,000
1220	52000	SERVICES	40,230.37	33,538.55	35,509.20	21,220.57	46,893.00	52,775.00	5,882.00	12.54%	
1220	53020	OSHA SERVICES	0.00	4,187.17	4,735.11	791.20	10,173.00	12,173.00	2,000.00	19.66%	
1220	54000	SUPPLIES	25,832.81	34,493.29	58,216.13	12,659.17	37,565.00	41,839.00	4,274.00	11.38%	
1220	54200	OFFICE SUPPLIES	530.22	195.48	106.40	0.00	0.00	0.00	0.00	0.00%	
1220	57000	OTHER CHARGES & EXPENSES	16,098.94	9,374.27	11,731.89	1,904.80	19,120.00	29,185.00	10,065.00	52.64%	Increase Union contract w/Education Reim.
1220	58000	TURN OUT GEAR	12,633.92	13,462.54	15,009.60	390.00	5,000.00	5,000.00	0.00	0.00%	
1220	58300	SAFER NON-GRANT COSTS						96,743.00	96,743.00	100.00%	SAFER costs not covered by grant
		PRESSURE WASHER & ELECTRIC	2,490.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
TOTAL	FIRE DEPARTMENT		1,703,133.34	1,765,824.86	1,894,205.46	719,834.48	2,023,471.00	2,187,615.00	164,144.00	8.11%	
1241	BUILDING INSPECTION										
1241	51100	INSPECTOR WAGES	85,253.05	89,136.72	93,617.47	35,461.60	97,426.00	101,629.00	4,203.00	4.31%	Step Increase
1241	51110	ASSIST BUILDING INSPECTOR	0.00	0.00	840.00	3,030.00	2,400.00	31,200.00	28,800.00	1200.00%	20 hours per week for Zoning/Code Enforcement
1241	52000	SERVICES	614.88	617.88	617.88	226.82	1,000.00	1,000.00	0.00	0.00%	
1241	52100	BUILDING COMMISSIONER SERVICES	550.00	2,650.00	850.00	0.00	0.00	0.00	0.00	0.00%	
1241	54000	SUPPLIES	3,028.45	521.06	1,049.83	128.75	500.00	500.00	0.00	0.00%	
1241	54200	OFFICE SUPPLIES	28.54	172.39	32.41	0.00	500.00	500.00	0.00	0.00%	
1241	54201	WEIGHTS/MEASURES-SUPPLIES	3,996.00	3,996.00	3,996.33	1,665.00	4,500.00	6,500.00	2,000.00	44.44%	Need to purchase 2 containers
1241	57000	OTHER CHARGES & EXPENSES	796.10	2,005.21	1,192.61	1,193.31	3,000.00	4,000.00	1,000.00	33.33%	Increase in training and memberships
TOTAL	BUILDING INSPECTION		94,267.02	99,099.26	102,196.53	41,705.48	109,326.00	145,329.00	36,003.00	32.93%	
1247	BARN INSPECTOR										
1247	51100	BARN INSPECTOR-STIPEND	2,600.00	2,600.00	2,600.00	0.00	2,600.00	2,600.00	0.00	0.00%	
TOTAL	BARN INSPECTOR		2,600.00	2,600.00	2,600.00	0.00	2,600.00	2,600.00	0.00	0.00%	
1291	EMERGENCY MANAGEMENT										
1291	51100	EMERGENCY MGMT, STIPEND	12,260.04	12,505.48	12,609.19	4,614.72	12,382.00	13,621.00	1,239.00	10.01%	Increase 10% per contract for new chief
1291	52000	SERVICES	6,740.00	6,740.00	6,740.00	6,740.00	7,000.00	7,000.00	0.00	0.00%	
1291	54000	SUPPLIES	2,073.07	881.00	1,795.43	0.00	3,000.00	3,000.00	0.00	0.00%	
1291	57000	OTHER CHARGES & EXPENSES	0.00	0.00	0.00	0.00	100.00	100.00	0.00	0.00%	
TOTAL	EMERGENCY MANAGEMENT		21,073.11	20,126.48	21,144.62	11,354.72	22,482.00	23,721.00	1,239.00	5.51%	

**FY 2023 OMNIBUS BUDGET
DRAFT 2 - FEBRUARY 24, 2022**

ACCOUNTS FOR: GENERAL FUND	2019 ACTUALS	2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2022 BUDGET	2023 BUDGET DEPT REQUEST	Dollar Incr (Decr)	Percent Incr (Decr)	COMMENTS
TOTAL DPW-HIGHWAY DEPARTMENT	391,619.91	411,262.16	391,649.45	142,201.47	436,483.00	440,483.00	4,000.00	0.92%	
1421 DPW-STORMWATER MANAGEMENT									
1421 51100 STORM WATER, WAGES	7,046.25	9,410.94	6,401.52	8,113.65	8,000.00	0.00	(8,000.00)	-100.00%	Assumes Junior Engineer position is budgeted (see DPW Admin above)
1421 52000 STORMWATER, SERVICES	5,700.00	6,040.27	1,000.00	0.00	12,000.00	12,000.00	0.00	0.00%	
1421 52300 CATCH BASIN CLEANING	9,730.80	9,995.18	14,335.50	0.00	12,000.00	12,000.00	0.00	0.00%	
1421 52310 DEBRIS DISPOSAL	0.00	6,255.20	0.00	10,834.32	5,000.00	5,000.00	0.00	0.00%	
1421 52400 REPAIRS & MAINTENANCE	611.67	4,987.00	5,200.00	2,100.00	8,000.00	8,000.00	0.00	0.00%	
1421 53000 MISC PROF/TECH SERVICES	4,595.78	3,561.84	21,592.63	1,924.69	20,000.00	15,000.00	(5,000.00)	-25.00%	Decrease, MS4 year 4 reports required in FY23
1421 53100 POLICE DETAILS	7,087.48	21,439.48	3,192.46	454.40	5,000.00	5,000.00	0.00	0.00%	
1421 53400 COMMUNICATIONS	479.88	673.88	490.86	104.49	500.00	500.00	0.00	0.00%	
1421 54800 VEHICULAR SUPPLIES	0.00	0.00	215.05	0.00	0.00	0.00	0.00	0.00%	
1421 55400 PUBLIC WORKS SUPPLIES	4,586.49	11,249.93	13,561.99	2,931.83	12,500.00	12,500.00	0.00	0.00%	
1421 58000 STORM DRAIN UPGRADES	75,000.00	100,000.00	65,438.00	3,586.89	100,000.00	100,000.00	0.00	0.00%	
1421 58100 CULVERT REPLACEMENTS	54,851.51	84,300.00	8,915.60	0.00	100,000.00	100,000.00	0.00	0.00%	
TOTAL DPW-STORMWATER MANAGEMENT	169,689.86	257,913.72	140,343.61	30,050.27	283,000.00	270,000.00	(13,000.00)	-4.59%	
1422 SNOW REMOVAL									
1422 51100 SNOW REMOVAL, WAGES	2,091.17	3,045.84	2,016.66	0.00	3,000.00	3,000.00	0.00	0.00%	
1422 51300 OVERTIME	75,634.33	69,830.04	75,629.87	0.00	77,000.00	77,000.00	0.00	0.00%	
1422 52000 SNOW, SERVICES	23,011.91	28,492.98	31,485.59	0.00	30,000.00	30,000.00	0.00	0.00%	
1422 52440 VEHICLE REPAIR	2,783.48	4,938.91	0.00	0.00	10,000.00	10,000.00	0.00	0.00%	
1422 53000 PROFESSIONAL SERVICES	0.00	144.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1422 53100 POLICE DETAILS	0.00	808.48	1,374.84	0.00	3,000.00	3,000.00	0.00	0.00%	
1422 54800 VEHICULAR SUPPLIES	19,146.71	12,699.56	30,311.06	6,113.41	22,000.00	22,000.00	0.00	0.00%	
1422 54810 FUEL	33,700.77	31,481.18	23,701.60	0.00	40,000.00	40,000.00	0.00	0.00%	
1422 54820 SNOW-REGIONAL SCHOOL	0.00	0.00	0.00	0.00	10,000.00	10,000.00	0.00	0.00%	
1422 55400 PUBLIC WORKS SUPPLIES	4,061.23	7,762.36	4,981.20	3,573.90	6,000.00	6,000.00	0.00	0.00%	
1422 55410 SALT & SAND	115,998.26	87,784.90	85,375.21	0.00	120,000.00	120,000.00	0.00	0.00%	Note: commodity price up 30% 2021-22 winter
TOTAL SNOW REMOVAL	276,427.86	246,988.25	254,876.03	9,687.31	321,000.00	321,000.00	0.00	0.00%	
1424 STREET LIGHTING									
1424 52100 STREET LIGHTS	5,630.92	10,967.42	17,201.00	2,266.52	25,000.00	23,000.00	(2,000.00)	-8.00%	Projected decrease
1424 52400 REPAIRS & MAINTENANCE	5,000.00	21,583.00	10,442.83	975.37	10,000.00	10,000.00	0.00	0.00%	
1424 53100 STREET LIGHTING POLICE DETAILS	0.00	0.00	2,552.52	0.00	4,000.00	4,000.00	0.00	0.00%	
1424 55400 PUBLIC WORKS SUPPLIES	0.00	0.00	1,721.96	0.00	5,000.00	5,000.00	0.00	0.00%	
1424 58000 ADD'L COST LED ST LIGHT CONVER	339.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
TOTAL STREET LIGHTING	10,970.52	32,550.42	31,918.31	3,241.89	44,000.00	42,000.00	(2,000.00)	-4.55%	
1425 DPW-FUEL									
1425 52400 REPAIRS & MAINTENANC	1,326.25	1,256.50	1,324.55	372.00	1,500.00	1,500.00	0.00	0.00%	
1425 54810 FUEL-DPW	47,755.79	38,335.83	31,980.43	31,132.77	18,500.00	18,500.00	0.00	0.00%	
1425 54820 FUEL-POLICE	0.00	0.00	0.00	0.00	24,000.00	24,000.00	0.00	0.00%	
1425 54830 FUEL-FIRE	0.00	0.00	0.00	0.00	11,000.00	11,000.00	0.00	0.00%	
1425 54840 FUEL-AYER HOUSING	(1,933.55)	(1,006.19)	(689.97)	(218.27)	0.00	0.00	0.00	0.00%	
1425 54850 FUEL-PARK	(1,346.88)	(929.35)	(898.95)	0.00	0.00	0.00	0.00	0.00%	
1425 54860 FUEL-BUILDING INSPECTOR	(299.94)	(316.34)	(201.84)	(115.46)	0.00	0.00	0.00	0.00%	
1425 54870 FUEL-SENIOR VAN (MART)	(1,348.33)	(1,922.94)	(1,787.99)	(1,115.53)	0.00	0.00	0.00	0.00%	
1425 58000 FUEL-SPILL CONTAINMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
TOTAL DPW-FUEL	44,153.34	35,417.51	29,726.23	30,055.51	55,000.00	55,000.00	0.00	0.00%	
1429 DPW-EQUIPMENT REPAIR									
1429 51100 EQUIP REPAIR, WAGES	60,199.78	61,607.00	56,678.80	23,195.20	63,507.00	63,507.00	0.00	0.00%	Union contract (Note new contract negotiations for FY23 underway)
1429 51300 OVERTIME	843.33	2,588.59	1,768.02	137.34	1,900.00	1,900.00	0.00	0.00%	Union contract (Note new contract negotiations for FY23 underway)
1429 51900 CLOTHING REIMBURSEMENT	700.00	700.00	700.00	350.00	700.00	700.00	0.00	0.00%	Union contract (Note new contract negotiations for FY23 underway)
1429 52400 REPAIRS & MAINTENANCE	2,171.84	264.00	1,555.45	690.30	4,700.00	4,700.00	0.00	0.00%	
1429 52440 VEHICLE REPAIR	14,262.06	2,212.11	18,976.90	2,686.11	7,000.00	7,000.00	0.00	0.00%	
1429 52700 RENTALS	1,938.20	1,754.70	1,839.86	1,063.48	1,500.00	1,500.00	0.00	0.00%	
1429 52900 WASTE REMOVAL	0.00	258.19	354.50	406.63	500.00	500.00	0.00	0.00%	
1429 53000 MISC PROF/TECH SERVICES	44.14	7.50	71.25	6.25	500.00	500.00	0.00	0.00%	
1429 53400 COMMUNICATION	0.00	31.39	37.00	0.00	0.00	0.00	0.00	0.00%	
1429 54320 BLDG & EQPT REP/MAINT	290.00	455.83	0.00	0.00	500.00	500.00	0.00	0.00%	
1429 54600 SAFETY SUPPLIES	175.00	292.00	220.00	0.00	250.00	250.00	0.00	0.00%	
1429 54800 VEHICULAR SUPPLIES	26,848.31	34,304.25	17,264.33	5,976.07	30,000.00	30,000.00	0.00	0.00%	
1429 55400 PUBLIC WORKS SUPPLIES	2,999.39	3,165.47	5,147.95	1,191.49	5,000.00	5,000.00	0.00	0.00%	
1429 57000 OTHER CHARGES & EXPENSES	100.00	164.95	100.00	100.00	100.00	100.00	0.00	0.00%	

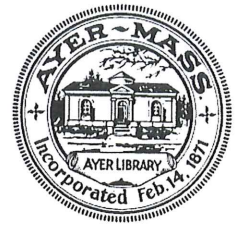
**FY 2023 OMNIBUS BUDGET
DRAFT 2 - FEBRUARY 24, 2022**

ACCOUNTS FOR: GENERAL FUND	2019 ACTUALS	2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2022 BUDGET	2023 BUDGET DEPT REQUEST	Dollar Incr (Decr)	Percent Incr (Decr)	COMMENTS
TOTAL DPW-EQUIPMENT REPAIR	110,572.05	107,805.98	104,714.06	35,802.87	116,157.00	116,157.00	0.00	0.00%	
1491 CEMETERY DEPARTMENT									
1491 52000 SERVICES	2,500.00	3,750.00	3,950.00	0.00	3,950.00	1,200.00	(2,750.00)	-69.62%	
TOTAL CEMETERY DEPARTMENT	2,500.00	3,750.00	3,950.00	0.00	3,950.00	1,200.00	(2,750.00)	-69.62%	
1495 WOODLAWN CEMETERY									
1495 51100 WAGES					33,000.00	33,000.00	0.00	0.00%	
1495 52000 SERVICES					1,000.00	1,000.00	0.00	0.00%	
1495 52400 REPAIRS & MAINTENANCE					5,000.00	5,000.00	0.00	0.00%	
1495 55400 CEMETERY SUPPLIES					2,000.00	2,000.00	0.00	0.00%	
TOTAL WOODLAWN CEMETERY					41,000.00	41,000.00	0.00	0.00%	
1512 BOARD OF HEALTH									
1512 51000 BOH, SECRETARY WAGES	11,206.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1512 52000 SERVICES	423.79	163.68	0.00	0.00	1,000.00	4,000.00	3,000.00	300.00%	\$1,000 per BOH Member for Training per BOH Chair
1512 54000 SUPPLIES	0.00	0.00	0.00	0.00	100.00	200.00	100.00	100.00%	\$100 for at home office supply reimbursement per BOH Chair
1512 54200 OFFICE SUPPLIES	79.05	0.00	149.83	1,980.22	425.00	2,500.00	2,075.00	488.24%	
1512 57000 OTHER CHARGES & EXPENSES	150.00	150.00	0.00	0.00	850.00	600.00	(250.00)	-29.41%	
TOTAL BOARD OF HEALTH	11,859.44	313.68	149.83	1,980.22	2,375.00	7,300.00	4,925.00	207.37%	
1513 NASHOBA BOARD OF HEALTH									
1513 53050 NASHOBA-NURSING SERVICES	8,788.48	9,227.92	9,689.28	5,086.88	10,174.00	12,125.00	1,951.00	19.18%	Per assessment from NABOH
1513 53055 NASHOBA BOARD OF HEALTH	19,258.16	20,221.08	21,232.12	11,146.86	22,294.00	26,454.00	4,160.00	18.66%	Per assessment from NABOH
TOTAL NASHOBA BOARD OF HEALTH	28,046.64	29,449.00	30,921.40	16,233.74	32,468.00	38,579.00	6,111.00	18.82%	
1520 SOCIAL WORKER									
1520 51000 SOCIAL WORKER, WAGES	0.00	0.00	0.00	0.00	0.00	65,000.00	65,000.00	100.00%	NEW Position (subject to classificatoin in progress)
1520 52000 SERVICES	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00	100.00%	
1520 54000 SUPPLIES	0.00	0.00	0.00	0.00	0.00	1,500.00	1,500.00	100.00%	Includes computer
TOTAL SOCIAL WORKER	0.00	0.00	0.00	0.00	0.00	67,500.00	67,500.00	100.00%	
1540 DISABILITIES COMMISSION									
1540 51000 ADMINISTRATOR WAGES						2,500.00	2,500.00	100.00%	New stipend in FY2023 to assist in organizing/administration of town's updated ADA
1540 52000 SERVICES	460.60	265.30	0.00	0.00	500.00	500.00	0.00	0.00%	plan improvements and staff support to the ADA Commission
TOTAL DISABILITIES COMMISSIO	460.60	265.30	0.00	0.00	500.00	3,000.00	2,500.00	500.00%	
1541 COUNCIL ON AGING									
1541 51000 COUNCIL ON AGING, WAGES	133,073.38	141,550.69	98,867.56	27,496.59	125,810.00	160,000.00	34,190.00	27.18%	Restore nutrition coordinator
1541 51300 COA OVERTIME	0.00	244.72	199.50	0.00	0.00	0.00	0.00	0.00%	
1541 52000 SERVICES	13,311.26	10,888.41	10,649.08	4,745.31	12,100.00	12,100.00	0.00	0.00%	
1541 53065 AROBICS INSTRUCTOR	6,000.00	4,200.00	0.00	0.00	6,000.00	6,000.00	0.00	0.00%	
1541 54000 SUPPLIES	4,746.85	4,843.22	2,829.12	2,801.26	3,700.00	4,900.00	1,200.00	32.43%	Same, but tentative
1541 54200 OFFICE SUPPLIES	249.46	209.28	0.00	0.00	300.00	1,900.00	1,600.00	533.33%	Add: toner for in-house printing, van, quarterly bulk mail
1541 54900 FOOD SUPPLIES	2,284.50	493.96	0.00	50.32	900.00	10,000.00	9,100.00	1011.11%	(\$6K for existing kitchen)
1541 57000 OTHER CHARGES & EXPENSES	1,825.37	2,151.66	1,815.05	1,067.76	2,600.00	2,600.00	0.00	0.00%	
1541 57100 COA PROGRAMS	3,852.56	2,587.90	0.00	275.75	5,000.00	8,000.00	3,000.00	60.00%	Increases for new/more programs
1541 58000 LAPTOP	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00	100.00%	
1541 58100 BUILDING REPAIRS	0.00	0.00	0.00	16,615.91	0.00	0.00	0.00	0.00%	
TOTAL COUNCIL ON AGING	165,343.38	167,169.84	114,360.31	53,052.90	156,410.00	206,500.00	50,090.00	32.02%	
1543 VETERANS AGENT									
1543 51100 VETERANS AGENT, WAGES	19,182.98	19,566.65	19,980.50	7,408.21	20,383.00	20,383.00	0.00	0.00%	
1543 54000 SUPPLIES	0.00	0.00	162.34	0.00	200.00	100.00	(100.00)	-50.00%	
1543 54200 OFFICE SUPPLIES	0.00	35.51	0.00	57.87	100.00	100.00	0.00	0.00%	
1543 57000 OTHER CHARGES & EXPENSES	0.00	0.00	0.00	0.00	100.00	0.00	(100.00)	-100.00%	
TOTAL VETERANS AGENT	19,182.98	19,602.16	20,142.84	7,466.08	20,783.00	20,583.00	(200.00)	-0.96%	
1547 VETERANS BENEFITS									
1547 53170 VETERANS SERVICES	120,181.49	119,527.61	112,471.77	52,833.75	125,000.00	125,000.00	0.00	100.00%	
TOTAL VETERANS BENEFITS	120,181.49	119,527.61	112,471.77	52,833.75	125,000.00	125,000.00	0.00	100.00%	

**FY 2023 OMNIBUS BUDGET
DRAFT 2 - FEBRUARY 24, 2022**

ACCOUNTS FOR: GENERAL FUND			2019 ACTUALS	2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2022 BUDGET	2023 BUDGET DEPT REQUEST	Dollar Incr (Decr)	Percent Incr (Decr)	COMMENTS
1751	59150	LONG-TERM INTEREST	131,757.50	264,803.12	219,119.00	114,736.09	214,111.00	181,820.00	(32,291.00)	-15.08%	
TOTAL	INTEREST		131,757.50	264,803.12	219,119.00	114,736.09	214,111.00	181,820.00	(32,291.00)	-15.08%	
1752	59250	INTEREST-SHORT TERM DEBT INTEREST-SHORT-TERM OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00%	
TOTAL	INTEREST-SHORT TERM DE		0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00%	
1911	51730	RETIREMENT & PENSION CON COUNTY RETIREMENT ASSESS	1,450,939.00	1,687,582.00	1,787,745.00	1,934,480.00	1,934,480.00	2,058,373.00	123,893.00	6.40%	Per MCRS evaluation Forward funding savings impact to be realized in next valuation for FY2024 and FY2025
TOTAL	RETIREMENT & PENSION C		1,450,939.00	1,687,582.00	1,787,745.00	1,934,480.00	1,934,480.00	2,058,373.00	123,893.00	6.40%	
1913	51710	UNEMPLOYMENT COMPENSATION UNEMPLOYMENT COMPENSATION	2,718.82	10,912.28	12,831.09	7,623.06	11,200.00	11,200.00	0.00	0.00%	
TOTAL	UNEMPLOYMENT COMPENSAT		2,718.82	10,912.28	12,831.09	7,623.06	11,200.00	11,200.00	0.00	0.00%	
1919	51740	OTHER EMPLOYEE BENEFITS FICA MEDICARE	112,188.12	121,574.42	119,626.12	49,043.40	140,000.00	146,300.00	6,300.00	4.50%	
TOTAL	OTHER EMPLOYEE BENEFIT		112,188.12	121,574.42	119,626.12	49,043.40	140,000.00	146,300.00	6,300.00	4.50%	
1940	57420	GROUP HEALTH & LIFE INSUR HEALTH INSURANCE	1,491,236.64	1,576,421.41	1,563,196.40	531,153.00	1,726,588.00	1,862,297.00	135,709.00	7.86%	
1940	57422	REGION DISPATCH HEALTH	43,080.00	38,734.83	52,297.42	21,588.75	53,048.00	56,175.00	3,127.00	5.89%	
1940	57425	LIFE INSURANCE	16,461.30	15,669.15	15,259.35	6,192.75	16,300.00	16,400.00	100.00	0.61%	
1940	57439	HSA ADMIN FEES	35.75	88.00	162.25	125.00	450.00	825.00	375.00	83.33%	
1940	57440	HRA BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1940	57445	HRA ADMINISTRATION FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1940	57446	FSA ADMIN FEES	2,814.50	2,153.25	2,096.75	737.50	2,000.00	2,000.00	0.00	0.00%	
1940	57447	FSA BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1940	57450	WELLNESS COORDINATOR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1940	57460	HEALTH INSURANCE W/H CREDIT	10,709.60	9,878.28	7,665.92	1,365.76	10,000.00	10,000.00	0.00	0.00%	
1940	57480	MEDICARE PENALTIES	2,749.80	2,435.20	2,463.00	1,248.00	3,000.00	3,000.00	0.00	0.00%	
1940	57490	HEALTH BUY-OUT PROGRAM	61,054.61	63,185.43	58,554.58	20,500.27	62,400.00	62,400.00	0.00	0.00%	
TOTAL	GROUP HEALTH & LIFE IN		1,628,142.20	1,708,565.55	1,701,695.67	582,911.03	1,873,786.00	2,013,097.00	139,311.00	7.43%	
TOTAL BEFORE SCHOOL ASSESSMENTS			13,327,740.94	14,314,951.15	14,477,920.41	6,957,067.77	16,293,201.00	16,793,689.00	500,488.00	3.07%	
1331	52000	SCHOOL DEPT-VOCATIONAL ED VOCATIONAL EDUCATION TUITIONS	680,545.00	764,256.00	870,317.00	477,077.50	954,155.00	1,010,957.00	56,802.00	5.95%	
TOTAL	SCHOOL DEPT-VOCATIONAL		680,545.00	764,256.00	870,317.00	477,077.50	954,155.00	1,010,957.00	56,802.00	5.95%	
1335	52000	ASRSD ASSESSMENT ART 8 REGIONAL SCHOOL ASSESSMT	11,670,890.00	11,113,083.03	11,525,813.04	5,884,903.98	11,769,808.00	12,244,196.00	474,388.00	4.03%	
1335	52100	ASRSD DEBT ASSESSMENT	0.00	952,315.00	933,512.00	683,205.75	910,941.00	889,150.00	(21,791.00)	-2.39%	
TOTAL	ASRSD ASSESSMENT		11,670,890.00	12,065,398.03	12,459,325.04	6,568,109.73	12,680,749.00	13,133,346.00	452,597.00	3.57%	

Office of the Select Board
Office of the Town Manager



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

MEMORANDUM

DATE: February 24, 2022

TO: Ayer Select Board

FROM: Robert A. Pontbriand
Town Manager

SUBJECT: Town Manager's Report for the March 1, 2022, Ayer Select Board Meeting

Dear Honorable Select Board Members

I am pleased to transmit to you the following Town Manager's Report for the March 1, 2022, Ayer Select Board Meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

Administrative Update/Review of Town Warrants:

- At the meeting I will provide a brief Administrative Update on the various activities, initiatives, and projects of the Town since the Select Board last met on February 15, 2022.
- I have reviewed, approved, and signed the following Town Warrants since the Select Board last met on February 15, 2022:

Accounts Payable Warrant #22-16 in the amount of \$656,858.58 was reviewed, approved, and signed on February 15, 2022.

Payroll Warrant #22-17 in the amount of \$363,739.51 was reviewed, approved, and signed on February 22, 2022.

License Agreement - Woodlawn Cemetery:

- Upon the passage of the Town Meeting Article in October 2021 authorizing the transfer of the Woodlawn Cemetery to the Town, the Town was legally required to conduct a title search report to ensure there is legal title to the Cemetery. That process was started after the Town Meeting and normally takes about six weeks to complete. In the process of the title work, it was discovered that there is an issue with the deed/title for the western portion of the Cemetery (the oldest part). In order to resolve this deed/title issue, the Town's title examiner needs to physically access the historic records at the Registry of Deeds in Cambridge. Unfortunately, due to COVID-19, the Registry of Deeds in Cambridge is closed to the public and we have been unable to date to get physical access to resolve this issue. Once this issue is resolved we can they proceed with the official transfer of the Cemetery. We are making some progress in getting access, but it has been a significant obstacle to completing the transfer. This accounts for the unforeseen delay with the transfer which is no fault of the Town or Woodlawn.

- Since the original plan had been to complete the transfer by January 1, 2022 and the abovementioned issue has delayed this, the Town has recommended that Woodlawn Cemetery and the Town enter into a License Agreement (see attached) which would authorize the Town to take over the operations and maintenance of the Cemetery while we resolve the deed/title issue to complete the official transfer. This License Agreement was drafted and reviewed by Town Counsel.
- Under this License Agreement, Woodlawn Cemetery would still be the legal owner of the Cemetery and would retain all its funds at this time. The Town of Ayer would assume all operations and maintenance of the Cemetery including all insurance/liability coverage, and the Town would receive and retain any funds for the sale of any graves or burials.
- Woodlawn Cemetery agrees with this approach and the License Agreement. They do not want to have to renew all their contracts and insurances (which expire in March) for the upcoming year. The License Agreement would go into effect on April 4, 2022, at which time the Town of Ayer will assume all operations and maintenance of the Woodlawn Cemetery. The License Agreement would remain in effect until the legal transfer is finalized. It is anticipated that this issue will be resolved over the next few months. This License Agreement is a transition solution until the transfer can be legally finalized.
- Once the deed/title issue is resolved we will be able to complete the official transfer of the Cemetery to the Town. At that time, all Woodlawn funds and property would be legally transferred to the Town and the Town would be the legal owner of the Cemetery.
- I am respectfully recommending that the Select Board vote to approve the attached License Agreement (see attached) for the Woodlawn Cemetery to go into effect on April 4, 2022, with signature by the Select Board.

Determination and Consent Pursuant to the Massachusetts Rules of Professional Conduct, Rule 1.7 – Representation of Towns of Ayer, Boxborough, Groton, Littleton, Pepperell, Stow, and Westford Re: Memorandum of Agreement – Nashoba Area Police Anti-Crime Task Force:

- Town Counsel (KP Law, P.C.) has been asked by another affected town to review a memorandum of agreement and related policy regarding the Nashoba Area Police Anti-Crime (“NAPAC”) Task Force. The Town of Ayer is also listed as a signatory to this MOA, and as KP Law, P.C., also represents Ayer, Town Counsel has an obligation to review this matter for potential conflicts of interest and to receive consent from each signatory to this MOA to perform the review in question. Town Counsel has requested that the Select Board review the attached Determination and Consent in this matter (see attached) and vote to approve with signature by the Select Board.

Thank you.

Attachment(s): License Agreement – Woodlawn Cemetery
 Determination and Consent Re: Nashoba Area Police Anti-Crime Task Force

LICENSE AGREEMENT

This License Agreement (this "License") is entered into on this ___ day of March, 2022 by and between the **Town of Ayer**, acting by and through its Select Board, having an address of One Main Street, Ayer, MA 01432 (the "Town"), and **Woodlawn Cemetery Company** acting by and through its duly authorized Officers, having an address of Harvard Road, Ayer, MA 01432 (the "Licensor").

Recitals

WHEREAS, the Licensor is the owner of record of property located at Harvard Road, Ayer, Massachusetts, shown as Assessor's Map 35, Parcels 20 and 51, known as the Woodlawn Cemetery (the "Cemetery" or the "Property"); and

WHEREAS, the Town is currently in the process of acquiring the Property for the purpose of managing and operating a public cemetery; and

WHEREAS, the Town requests the Licensor to grant it a license to manage, operate, and maintain the Cemetery pending the Town's acquisition of the Property; and

WHEREAS, the Licensor is willing to allow the Town to enter the Property for the aforesaid purposes in accordance with the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. USE, PURPOSE, TERM

Entry and use are specifically, but not exclusively, granted to the Town, its agents, representatives and employees for the purposes of managing, operating, and maintaining the Cemetery, on the terms set forth herein (the "Permitted Uses"). Licensee shall not assign or otherwise transfer this License or permit any entity or any other person to manage or use the Cemetery.

Such entry and use by Licensee, its agents, representatives and employees may be exercised April 4, 2022 (the "Effective Date") until terminated in accordance with the provisions of Section 6 below. Such entry and use shall be further limited by the provisions of Section 3.

The Town shall have the right and obligation to operate the Property for cemetery purposes, including, but not limited to, selling burial and interment lots, burying or interring human remains and maintaining the Cemetery grounds, including gravestones and monuments. Any proceeds collected during the term of this License shall inure and belong to the Town, and shall be allocated to a trust fund established for the purpose of operating and maintaining the Woodlawn Cemetery.

2. CONSIDERATION

The consideration for this License shall be a fee of \$1.00 per year, to be paid annually in advance on the Effective Date and on each anniversary thereof, the payment of all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by the Town of all the obligations and covenants set forth within this License to the reasonable satisfaction of the Licensor.

3. CONDUCT

3.1 Compliance. The Town shall at all times perform the Permitted Uses in accordance with all applicable laws, statutes, by-laws, regulations, permits, licenses, orders and requirements of governmental authorities and with all requirements of its insurance policies.

3.2 Use of Premises. The Town may bring such vehicles and other equipment upon the Property as would ordinarily be used to undertake the Permitted Uses. The Town may place or construct gravestones and other monuments for the marking of burial places.

3.3 Mechanics Liens. The Town shall not permit any mechanics' liens or similar liens to remain upon the Property for labor and material furnished to the Town or claimed to have been furnished to the Town in connection with work of any character performed or claimed to have been performed at the direction of the Town, and the Town shall cause any such lien to be released of record forthwith without cost to the Licensor. The provisions of this paragraph shall survive the expiration or termination of this License.

3.4 Annual Reports. The Town shall, on each anniversary of the Effective Date, submit to the Licensor a report summarizing the Town's activities on the Property during the past year.

3.5 No Interference. During the exercise of the rights hereby granted, Licensor shall at all times conduct itself so as not to unreasonably interfere with the operations of the Town, and observe and obey directives of the Town.

3.6 Repair, Restoration. The Town shall promptly restore or repair any damage to the Cemetery and/or any property or improvements thereon arising out of or caused by any act, failure to act or gross negligence of the Town and/or its agents, employees, contractors, invitees and other acting by or through the Town. This obligation shall survive the expiration or termination of this License.

4. RISK OF LOSS

The Town acknowledges and agrees that it accepts the Cemetery in "AS IS" condition for the purpose of this License, and that Licensor has made no representation or warranty regarding the fitness of the Property for its intended purpose. The Licensor shall have no obligation to maintain the Cemetery. The Town agrees that it shall use and occupy the Cemetery at its own risk, and the Licensor shall not be liable to Town for any injury or death to persons or loss or damage to vehicles, equipment or other personal property of any nature whatsoever arising out of

or relating to the Property, and/or the Town's use thereof, except to the extent directly caused by the negligence of the Licensor and/or its agents, employees and representatives.

5. INSURANCE

The Town shall keep in force, at its sole cost and expense, during the full term of this License, comprehensive general liability insurance in the amount of \$1,000,000 insuring the Town and the Licensor against all claims and demands for personal injury or damage to property which may be claimed to have occurred upon the Property as a result of the exercise by the Town of rights granted by this License and naming the Licensor as an additional insured. The insurance coverage required hereunder shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A or better. The Town must present a copy of such insurance policy to the Licensor prior to entering the Property and at such other times as the Licensor may reasonably request.

6. TERMINATION and REVOCATION

This License shall be revocable by either party without cause upon written notice of revocation at least thirty (30) days prior to the termination date stated within said notice.

In the event that this License is terminated by revocation of either party the Town, at its own expense, shall remove all its personal property from the Premises, repair any damage caused to the Property by the Town, and restore the Property to its original condition as at the commencement of this License, as nearly as possible. This provisions of this section shall survive the expiration or termination of this License.

7. DEFAULT

In the event that the Town fails to comply with any terms of this License and the same is not cured within thirty (30) days from written notice from the Licensor, the Licensor shall have the right to terminate this License by giving the Town fourteen (14) days prior written notice thereof, and may exercise any and all available rights and remedies.

8. NOTICE

Any notice required or given under this License shall be deemed duly served if hand-delivered, sent by registered or certified mail, return receipt requested, postage prepaid, or by recognized overnight delivery, addressed to the parties at the addresses set forth above, which may be changed with like notice to the other.

9. MISCELLANEOUS

9.1 Entire Agreement. This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of this License.

9.2 Amendments. Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

9.3 No Property Rights. This License shall not be construed as creating or vesting in the Town any estate in the Premises, but only the limited right of use as hereinabove stated.

9.4 No Agency. The Town is not authorized to bind or involve the Licensor in any contract or to incur any liability for or on the part of the Licensor.

9.5 Licensor's Access Rights. The Licensor reserves the right and the Town shall permit the Licensor and its employees, contractors, agents and invitees to enter upon and use the Property at any time for the purpose of inspecting the Property for the Town's compliance with the terms of this License, provided that Licensor's use shall not interfere materially with the Town's Permitted Uses.

9.6 Severability. If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

9.7 Survival. All appropriate terms and provisions relating the restoration of the property affected hereby, shall survive the expiration or termination of this License.

9.8 Governing Law, Captions. This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts. The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as of the date first indicated above.

TOWN OF AYER,
By its Select Board

LICENSOR:
Woodlawn Cemetery Company
By its Duly Authorized Officers

Shaun C. Copeland, Chair

By: _____
Scott Matthews, President

Scott A. Houde, Vice Chair

Virginia Matthews, Treasurer

Jannice L. Livingston, Clerk

Cheryl Bowman, Clerk

Date: _____

Date: _____

DRAFT

February 24, 2022

Jared M. Collins
JCollins@k-plaw.com

Hon. Shaun C. Copeland and
Members of the Select Board
Ayer Town Hall
One Main Street
Ayer, MA 01432

Re: Determination and Consent Pursuant to the Massachusetts Rules of Professional Conduct,
Rule 1.7 – Representation of Towns of Ayer, Boxborough, Groton, Littleton, Pepperell,
Stow, and Westford
Memorandum of Agreement—Nashoba Area Police Anti-Crime Task Force

Dear Members of the Select Board:

KP Law, P.C., which serves as Town Counsel to the Town of Ayer (“Town”), has been requested to provide legal representation with regard to the preparation of a Memorandum of Agreement (“MOA”) for the creation of a Nashoba Area Police Anti-Crime (“NAPAC”) Task Force, and to a lesser extent shared police services. The request has come from another town that would be a member of this Task Force. As you may know, KP Law, P.C., also represents the Towns of Boxborough, Groton, Littleton, Pepperell, Stow, and Westford as either Town Counsel or Labor Counsel, and each of these towns is a purported signatory of the MOA in question.

With respect to our ability to represent Ayer relative to this matter, our relationship to the Towns listed in this letter creates an interest that requires disclosure pursuant to the Rules of Professional Conduct applicable to members of the Massachusetts Bar, and we ask that you consent to our several representation in this matter. We must also obtain the express permission the Town, and of each other town listed herein. The purpose of this letter is to make such disclosure and to request that you determine whether you will permit such representation. In addition, while the State Ethics Commission has determined that KP Law, P.C., and its individual attorneys are not “municipal employees” pursuant to the Conflict of Interest Law, we provide this letter to dispel any appearance of conflict on the firm’s behalf in this matter.

MULTIPLE REPRESENTATION DISCLOSURE

The representation of multiple clients is regulated under the Massachusetts Rules of Professional Conduct. The relevant provision, Rule 1.7, states that an attorney may not represent multiple clients if the interests of one client are directly adverse to those of another client, or if his representation of one client may be materially limited by his responsibilities to another client or his own interests, unless the attorney reasonably believes that the representation will not be adversely

Ayer Select Board
February 24, 2022
Page 2

affected, and the client consents, after consultation and disclosure of the implications of the common representation, and the advantages and risks involved.

In my opinion, we do not believe that our representation of the Towns of Boxborough, Groton, Littleton, Pepperell, Stow, or Westford will adversely affect the representation we may provide to Ayer as Town Counsel generally or with respect to this matter. Given that the positions of the Town of Ayer and the other towns listed herein are similar, a conflict is unlikely. In this case, however, you must consider whether our representation of the Towns of Boxborough, Groton, Littleton, Pepperell, Stow, and Westford, in the respective capacities of such representation, will be likely to adversely affect our ability to exercise independent professional judgment on behalf of Ayer.

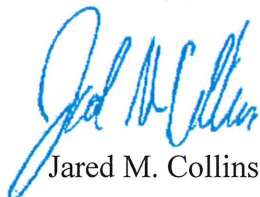
DETERMINATION

It is our belief that representation of Ayer, Boxborough, Groton, Littleton, Pepperell, Stow, and Westford, for the purposes and under the conditions described in this letter, will not affect the exercise of our independent professional judgment on behalf of Ayer. It is your determination as Appointing Authority, however, as to whether the representation described herein will not impair the integrity of this firm's services to the Town of Ayer.

Therefore, I request that you, as Appointing Authority, consent to our several representation of the Towns of Ayer, Boxborough, Groton, Littleton, Pepperell, Stow, and Westford. Should you so consent, I ask that you sign the enclosed Determination as required by the Rules of Professional Conduct. Please sign the attached form, return one original to this office, and retain one for your records.

Thank you for your consideration. Please contact me with questions in this regard.

Very truly yours,



Jared M. Collins

JC1/lmk
Enc.

DETERMINATION

It is determined, pursuant to Rule 1.7 of the Massachusetts Rules of Professional Conduct, that the Ayer Select Board consents to KP Law, P.C., representing the Town of Ayer with regard to the Nashoba Area Police Anti-Crime Task Force Memorandum of Agreement and attendant policy with the Towns of Boxborough, Groton, Littleton, Pepperell, Stow, and Westford as disclosed in a letter to the Town dated February 2, 2022, notwithstanding that KP Law, P.C., also serves as Town Counsel or Labor Counsel for the Towns of Boxborough, Groton, Littleton, Pepperell, Stow, and Westford.

TOWN OF AYER
By its Select Board

Dated: _____

