

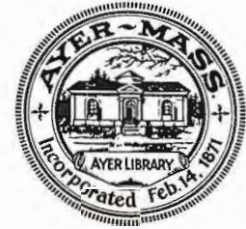
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TOWN OF AYER  
TOWN CLERK

*Susan E. Copeland*

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



**Tuesday November 13, 2018**

**Executive Session Meeting Agenda**

6:15 PM

**Executive Session pursuant to MGL Chapter 30A, Section 21A:**

1. Exemption #3, Contract Negotiations Strategy for the DPW, Fire, and Police Superiors Contracts

**Open Session Meeting Agenda**

7:00 PM

**Call To Order**

Pledge of Allegiance; Review and Approve Agenda; Announcements

7:05 PM\*

**Public Input**

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

1. Solid Waste Fee Adjustment Recommendation
2. Approval of Change Order 1 for Waterline Industries
3. Contract for Barnum Road Water Main and Meter Vault

7:25 PM

**Alan Manoian, Director of Community & Economic Development**

1. Commuter Rail Station Fence Wrap Design Project Funding

7:35 PM

**Town Manager's Report**

1. Administrative Update/Review of Warrant(s)
2. Home Rule Petition Technical Change H490 – All Alcohol License for the Vineyard
3. BOS Ratification of Pirone Park Perimeter Path Contract
4. Review of the Oct. 22, 2018 Special Fall Town Meeting
5. Cultural Council Appointment
6. Discussion about potential RFP for Town Counsel Services
7. Amended Committee Charge for the Water/Sewer Rate Review Committee
8. Proposal for a Devens Disposition Study Committee
9. Access Easement for Depot Square
10. License Agreement – Ayer Family Pharmacy

8:05 PM

**New Business /Selectmen's Questions**

1. Transfer Station Survey (Selectman Houde)

8:10 PM

**Approval of Meeting Minutes**

October 16, 2018; October 22, 2018

**Adjournment**

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

*The next regularly scheduled meeting of the Ayer Board of Selectmen is Tuesday December 4, 2018*

# DEPARTMENT OF PUBLIC WORKS

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



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

## MEMORANDUM

Date: November 7, 2018  
To: Board of Selectmen  
From: Mark Wetzel, P.E. Superintendent of Public Works  
Dan Van Schalkwyk, P.E. Town Engineer  
Subject: November 13, 2018 Meeting Agenda Items

1. **Solid Waste Fee Adjustment Recommendation** – As requested by the Board at the meeting October 16 meeting, I have prepared a follow memo regarding the recommended permit fee and PAYT bag price increases for FY19.
2. **Approval of Change Order 1 for Waterline Industries** – Attached is Change Order No.1 for the Wastewater Treatment Plant Phase 1 Upgrade Contract with Waterline Industries. The Change order amount is for \$43,124.68. It was originally planned to complete this work in the next phase of the project, however it was determined that it would be more efficient to complete within this scope of work. For signature by the Board.
3. **Contract for Barnum Road Water Main and Meter Vault** – Bids for the Barnum Road Water Main and Meter Vault were opened on November 4. We received 11 bids. J D'Amico Corp. was the low bidder at \$193,903.68. J D'Amico has recently completed several projects for the Ayer DPW and are qualified to complete this project. We recommend that the board execute the attached Agreement for execution by the Board.

# Item 1



# DEPARTMENT OF PUBLIC WORKS

Mark L. Wetzel, P.E., Superintendent  
Pamela J. Martin, Business Manager

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

## Memorandum

Date: November 6, 2018  
To: Ayer Board of Selectmen  
From: Mark Wetzel P.E., Public Works Superintendent  
Re: Recommended FY19/20 Transfer Station Fees

As requested at the Board of Selectmen meeting on October 16, I have prepared additional information regarding the proposed fee increases for the Transfer Station operations. In my memo to the Town Manager, dated October 3, 2018, I recommended proposed increases in both the permit fee and the PAYT bag prices. This was based on the FY19 budget and an evaluation of 10 different scenarios of fee and bag price increases.

The required revenue generated from solid waste permit fees and bag sales is \$264,157 as specified in the Town Meeting Article 8 Solid Waste Budget. This specifies a general fund subsidy equal to about 46% of the total budget.

In the Oct. 3 memo, the recommended fees, as required to generate approximately \$264,000 in revenue were as follows:

	Current Fees / Prices	Recommended Fees / Prices
Annual Permit:	\$80.00	\$90.00
Senior Citizen Rate:	\$50.00	\$60.00
Second Permit:	\$20.00	\$30.00
One day Permit	\$10.00	\$10.00
PAYT 15 Gallon Trash Bag	\$2.00	\$3.00
PAYT 33 Gallon Trash Bag	\$3.00	\$4.00
PAYT 50 Gallon Trash Bag	\$4.00	\$5.00
Bulk Tag	\$5.00 each	\$5.00

There is another scenario which would generate a similar amount of revenue. This would increase permit fees as follows (\$100 Regular, \$65 Senior, \$30 Second) and raise each bag price by \$0.50.

As requested by the Board, I have summarized the Transfer Station fees for 10 area towns, including Ayer's current and recommended fees. I have estimated the annual cost for a "typical" residential and senior user. Of the 10 communities, only 2 are Enterprise Funds, Ayer and Littleton. I could not determine if Littleton was 100% funded by fees or received a General Fund subsidy. The Summary is attached. The costs for a regular user range from \$152.50 per year to \$302.50 per year (Littleton). Using the recommended Fees for Ayer, the annual cost is \$370 per year.

I have also evaluated revenue generation assuming we increased the number of users. Assuming 80% of single family, 2 family and 3 family households and a minor number of condominium owners and apartment dwellers, there could be as many as 2070 users. Based trends (2<sup>nd</sup> permits,

bag purchases) it is estimated that this would generate approximately \$665,000 in revenue. While this Scenario is unlikely, it demonstrated that there could be significant revenue increase by attracting more users. It should be pointed out that disposal and operating costs would also increase. And would need to be evaluated.

The rate model has also been adjusted to evaluate various General Fund subsidies. This option can be evaluated in future budget and fee reviews.

### Town of Ayer DPW Summary of Rates and Fees for MassToss Members

SMART/PAYT Programs 2018											
Gal/bag	Ayer Existing	Acton	Ashby	Athol	Groton	Littleton	Pepperell	Petersham	Phillipston	Royalston	Ayer Proposed
8.5		\$ 0.50				\$ 1.00					
13/15	\$ 2.00	\$ 0.80			\$ 1.10	\$ 1.75					\$ 3.00
33	\$ 3.00	\$ 1.50	\$ 4.00	\$ 2.75	\$ 1.90	\$ 2.75	\$ 2.20	\$ 2.00	\$ 2.00	\$ 2.50	\$ 4.00
44/45			\$ 5.00		\$ 2.70						
50/55	\$ 4.00		\$ 6.00								\$ 5.00
Type	drop off	drop off	drop off	drop off	drop off	drop off	drop off	drop off	drop off	drop off	drop off
Bags/pkg	5		1	5	10	5	10/5	10	10		5
Color	Blue		user bag	Blue	Orange	Purple	tags			tags	Blue
Annual Permit	\$ 80.00	\$ 100.00	\$ -	\$ 50.00	\$ 60.00	\$ 110.00	\$ 75.00	\$ 25.00	\$25/2 yr	\$ 15.00	\$ 90.00
Senior Permit	\$ 50.00	\$ 10.00	\$ -		\$ 15.00	\$ 35.00	\$ 55.00				\$ 60.00
Renewal	1-Jan			1-Jan	1-Jul	1-Oct	1-Apr				1-Jan
Users	1280	3418	230	1141 +7 small haulers	1455	1787	Not reported	336	436	425	1280
Reg./Sr user	700/580				750/705						700/580
Tax Funded	<b>no</b>	yes	yes	yes & haulers	yes	<b>no</b>	Labor funded by DPW budget	yes	yes	yes	<b>no</b>
Annual Cost Regular User (70- 33 gal bags)	\$ 290.00	\$ 205.00	\$ 280.00	\$ 242.50	\$ 193.00	\$ 302.50	\$ 229.00	\$ 165.00	\$ 152.50	\$ 190.00	\$ 370.00
Annual Cost Senior User (25- 15 gal bags)	\$ 100.00	\$ 30.00	\$ 100.00	\$ 118.75	\$ 42.50	\$ 78.75	\$ 110.00	\$ 75.00	\$ 62.50	\$ 77.50	\$ 135.00

## Item 2



**CHANGE ORDER FORM**

Change Order Number \_\_\_\_\_ 1 \_\_\_\_\_  
Contract Amount (As-Bid) \_\_\_\_\_ \$2,177,677.00 \_\_\_\_\_  
Net Change in Contract Price (this Change Order) \_\_\_\_\_ \$43,124.68 \_\_\_\_\_  
Total Cost of Change Orders to date (excluding this C.O.) \_\_\_\_\_ \$0.00 \_\_\_\_\_  
Total Adjusted Contract Price (including this change order and all other change orders) \_\_\_\_\_ \$2,220,801.68 \_\_\_\_\_

This change order extends the time to complete the work by 15 calendar days.

This extended completion date is: January 6, 2019 for Substantial Completion and March 7, 2019 for Final Completion.

This change order is checked by: \_\_\_\_\_ G. Sab \_\_\_\_\_  
CDM Smith

This change order is requested by: Town of Ayer \_\_\_\_\_  
This change order is recommended by: CDM Smith \_\_\_\_\_

\_\_\_\_\_  
Consultant Engineer P.E. # \_\_\_\_\_ 11/5/18 \_\_\_\_\_  
Date

The undersigned agree to the terms of the change order.

\_\_\_\_\_  
Waterline Industries Corp. \_\_\_\_\_ 11/1/18 \_\_\_\_\_  
Date

\_\_\_\_\_  
Jannice L. Livingston, Chair - Board of Selectmen \_\_\_\_\_ Date

\_\_\_\_\_  
Christopher R. Hillman, Vice-Chair - Board of Selectmen \_\_\_\_\_ Date

\_\_\_\_\_  
Scott A. Houde, 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.: 1

Contract Title: Ayer Wastewater Treatment Facility

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

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

Contractor's Name: Waterline Industries Corporation

Contractor's Address: 7 London Lane, Seabrook, NH 03874

### **Contract Time Extension**

#### **Description of Change:**

The contract time will be extended fifteen (15) calendar days; the revised Substantial Completion date is January 6, 2019 and the revised Final Completion date is March 7, 2019.

#### **Reason for Change:**

Due to additional demolition (summarized below) requested by the Town, the completion dates have been extended.

### **ITEM 1 - Additional Demolition**

#### **Description of Change:**

The general contractor will complete additional demolition, which includes: removal of plunger pump and pipe not previously removed; removal of the air receiver; removal of septage ejector pumps; removal of vacuum filter/piping and all associated pipe hangers and supports and removal of the work bench.

#### **Reason for Change:**

The Town requested that the General Contractor perform additional demolition; this removes equipment and material no longer utilized at the Plant and allows room for new processes and equipment in this and future construction phases

**COST: \$43,124.68**

**Item 3**



## SECTION 00510

### AGREEMENT

THIS AGREEMENT is by and between The Town of Ayer, Massachusetts ("Owner") and  
J. D'Amico, Inc. 10 York Street, Randolph MA 02368 ("Contractor").

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**ARTICLE 2** – The work involves the installation of approximately 1020 feet of 12-inch ductile iron (DI) water main in Barnum Road from 50 Barnum Road to Ayer / Devens boundary and install an 8 ft by 12 ft precast concrete water meter vault. The method of water main installation is open cut and cover of DI pipe. The time for completion of this contract is 100 calendar days.

#### ARTICLE 3 – THE PROJECT

3.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The entire Project as specified in the contract specifications and drawings.

#### ARTICLE 4 – ENGINEER

4.01 The Project has been designed by Ayer DPW (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

#### ARTICLE 5 – CONTRACT TIMES

5.01 *Time of the Essence*

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

5.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 100 days after the date when the Contract Times commence to run as provided in Paragraph 3 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 3.9 of the General Conditions within 110 days after the date when the Contract Times commence to run.

5.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), 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 6 – CONTRACT PRICE

6.01 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. The amount will be determined based on the quantities of work measured and agreed upon, times the bid unit price for the category of work.

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

## ARTICLE 7 – PAYMENT PROCEDURES

### 7.01 *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.

### 7.02 *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.

### 7.03 *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 8 – INTEREST**

8.01 Not Applicable

## **ARTICLE 9 – CONTRACTOR’S REPRESENTATIONS**

9.01 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 sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 10 – CONTRACT DOCUMENTS**

10.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 6, inclusive).
  - 2. Performance bond and Payment bond
  - 3. General Conditions

4. Supplementary Conditions
  5. Specifications as listed in the table of contents of the Project Manual.
  6. Drawings consisting of 2 sheets with each sheet bearing the following general title: Barnum Road Water Main and Meter Pit.
  7. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 8, inclusive).
    - b. Notice of Award.
  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.
    - 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 11 – MISCELLANEOUS**

### **11.01 *Terms***

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

### **11.02 *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.

### **11.03 *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.

### **11.04 *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:**

Board of Selectmen  
Town of Ayer  
Ayer, Massachusetts

By: \_\_\_\_\_

Title: Chairman

By: \_\_\_\_\_

Title: Member

By: \_\_\_\_\_

Title: Member

**CONTRACTOR**

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

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.)

# Town of Ayer

## Office of Community & Economic Development

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



To: Robert Pontbriand, Town Manager  
From: Alan S. Manoian AICP, Dir. Community & Economic Development  
Date: 11/5/2018  
Re: Funding Source Discussion, Identification & Request for Ayer Commuter Rail Station "Proposed New (Fence Wrap Material) for Public Space Design Improvement"

In March 2018, the Director of the Ayer Office of Community & Economic Development (AOCED), *via email communication*, proposed a new Public Space Design Concept for the Downtown Ayer Commuter Rail Station.

This initiative and concept proposal resulted from the exceedingly poorly-maintained, visually-blighted, and clearly unacceptable physical conditions and quality of the Downtown Ayer Commuter Rail Station, especially with regard to the harsh, dilapidated, dangerous, barren, and disgraceful sight (*that is the rear working railyard for MBTA/Keolis/Pan Am Railroad immediately behind the Commuter Rail Station Waiting Area*); and that presents itself to the rail-riders and any & all visitors, customers, and potential investors to Downtown Ayer.

The new public space design improvement concept developed and advanced by the Dir. of (AOCED) proposed the acquisition & installation of black chain-link fence, 6 ft in height, and running approx. 265 linear feet between & separating the front Ayer Commuter Rail Station Waiting Area from the visually-blighted, dangerous and chaotic rear working Railyard Area.

The new chain-link fence would serve as a "Gallery Wall" upon which a high-quality (*Fence Wrap design treatment material*) would be affixed. The Fence Wrap material would serve as a visually-attractive backdrop to the Ayer Commuter Rail Station Waiting Area and would also serve as an appealing visual "Art Screen" as visitors, customers, and prospective investors look in the direction of the Commuter Rail Station from the Main Street area. The new Fence Wrap design treatment material would serve to visually screen the unacceptable ugliness of the current working railyard behind the Station Area. The Dir. of (AOCED) contacted, scheduled & facilitated a meeting with MBTA



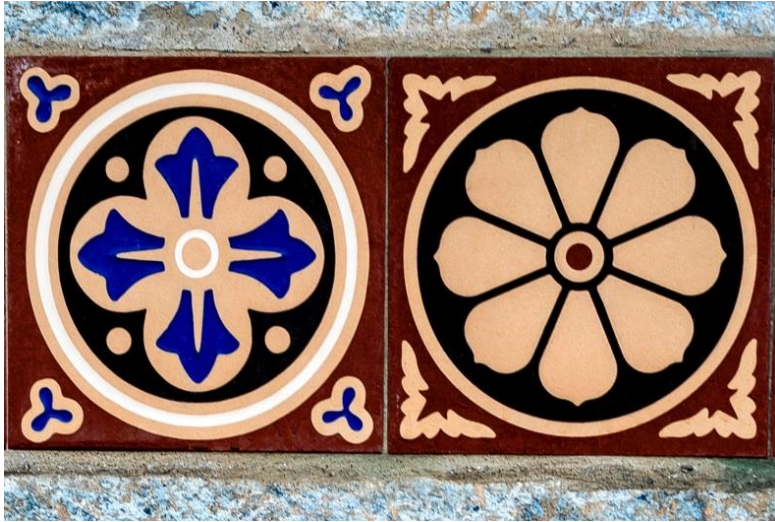
official Kevin Biggins, Ayer Town Manager Pontbriand & Assistant Town Manager Antonellis at the Downtown Ayer Commuter Rail Station on (8/24/2018) in order to describe, proposed and secure authorization from MBTA to proceed with the new Fence & Fence Wrap public-space design improvement concept & project. Mr. Biggins responded favorably to the new design concept; stating that the MBTA does have a "Fence Program" that may be able to fund the new fence portion of the proposed project. The Office of the Town Manager follow-up with a detailed letter dated (9/10/2018) to Secretary Pollack of the Mass DOT & General Manager/CEO Ramirez of the MBTA describing the unacceptable conditions at the Downtown Ayer Commuter Rail Station & requesting their immediate action and partnership with the Town of Ayer's new design improvement initiatives.

In a letter of response dated (10/11/2018), MBTA General Manager & CEO Ramirez stated the following with regard to the proposed new Fence & Fence Wrap Design Treatment:

**"5. Fence:** To improve the backdrop, the MBTA will install a 6' black plastic clad chain link fence to hide the remaining MBTA spare parts and any other materials not owned or controlled by the MBTA. The installation of the fence will begin as soon as we have approval from Digsafe which is expected this week. We appreciate the creativity of the requested 'fence wrap' and after looking into this option, it has been determined that such a surface would quickly become an expensive target for graffiti. Should the town wish to purchase and install a fence-wrap, the MBTA would not be opposed."

The new 6ft high black chain-link fence was installed by the MBTA on 10/19/2018; (see image below).

The Dir. of (AOCED) has selected and presented several proposed Fence Wrap artistic design concept options and treatments to the Office of the Town Manager. The artistic design treatment for the (*proposed Fence Wrap*) that is most appealing to the internal municipal team, as presented by the Dir. of (AOCED) is the original, magnificent, beautiful, and deeply heritage-based 1876 Robert Taylor Minton Tiles that grace the third-story of the Historic Ayer Town Hall (*as pictured below*):



If authorized, the historic Minton Tile designs would be digitally transferred onto the Fence Wrap and the Fence Wrap affixed to the 6 ft high black chain link fence along the entire 265 ft. linear length. *(The Fence Wrap would be ordered in a series of panels, and not a single 265 ft roll; therefore if damage, graffiti, and/or vandalism occur, the individual panel can be removed and replaced with a spare panel immediately).*

The (AOCED) believes this design approach will make a dramatic visual improvement at the Downtown Ayer Commuter Rail Station Area, and prove to be one of the most creative, unique, and interesting public-space design treatments to be found at any & all MBTA Commuter Rail Stations in the Commonwealth of Massachusetts; *(surely along the Fitchburg Line).*

The (AOCED) requests the Ayer Board of Selectmen to support our efforts to dramatically & immediately improve the condition and quality of the Downtown Ayer Commuter Rail Station by authorizing the identification, sourcing & use of public funds in the amount of approx. \$6,000.

The \$6,000 would fund the digital set-up, digital printing & fabrication of the proposed Fence Wrap material.

The Dir. of (AOCED) is prepared to promptly coordinate, manage & deliver this high-profile project at the Downtown Ayer Commuter Rail Station upon the identification & authorization of funding source.

(Attached below - images of Ayer Commuter Rail Station Area):

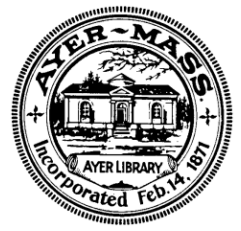






**Office of the Board of Selectmen  
Office of the Town Manager**

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

**MEMORANDUM**

**DATE:** November 8, 2018

**TO:** Ayer Board of Selectmen

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

**SUBJECT: Town Manager's Report for the November 13, 2018 BOS Meeting**

Dear Honorable Selectmen,

I am pleased to transmit to you the following Town Manager's Report for the November 13, 2018 BOS meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

**Administrative Update and Review of Town Warrants**

- I will offer a brief Administrative Update at the BOS meeting regarding the various activities, initiatives, and projects of the Administration since the BOS last met on October 16, 2018.

**Review of Town Warrants**

- I have reviewed, approved and signed the following Town Warrants since the BOS last met on October 16, 2018:
  - Payroll Warrant #19-08 in the amount of \$344,497.08 was reviewed, approved, and signed on October 23, 2018.
  - Accounts Payable Warrant #19-08 in the amount of \$406,737.66 was reviewed, approved, and signed on October 30, 2018.
  - Payroll Warrant #19-09 in the amount of \$315,917.99 was reviewed, approved, and signed on November 6, 2018.

**Home Rule Petition Technical Change H4907 – Vineyard All-Alcohol License**

- The BOS is respectfully requested to vote the technical changes for H4907 for the Vineyard All-Alcohol License. Please see that attached memo from the Assistant Town Manager. (See Attached)

### BOS Ratification of Pirone Park Perimeter Path Contract

- The BOS is respectfully requested to vote to ratify the signature of the Town Manager from November 1, 2018 on the Pirone Park Perimeter Path Contract. The contract was procured under MGL Chapter 30, 39M which requires ratification of the Town Manager's signature by the Ayer Board of Selectmen. The Contract was signed by the Town Manager on November 1, 2018 so that the project contractor could begin the work immediately due to weather and timing concerns to complete the project before winter. (See Attached Contract)

### Review of the October 22, 2018 Special Fall Town Meeting

- At the request of the BOS, there will be a review discussion of the October 22, 2018 Special Fall Town Meeting to discuss way to improve the Town Meeting. I have invited the Town Clerk, Ms. Susan Copeland to join the discussion as she has some valuable input/suggestions for Town Meeting. I will be prepared to discuss some recommendations from the Administration to improve Town Meeting.

### Cultural Council Appointment

- I am respectfully recommending that the BOS appoint Ms. Lauren Metzler-Barretta of Ayer to a term on the Ayer Cultural Council to expire on June 30, 2019. Please see the attached letter from Ms. Metzler. (See Attached)

### Discussion about potential RFP for Town Counsel Services

- At the request of the BOS, there will be a discussion about the potential of issuing an RFP for Town Counsel Services.

### Amended Committee Charge for the Water/Sewer Rate Review Committee

- I am respectfully recommending that the BOS vote to approve the proposed amendment to the committee charge of the Water/Sewer Rate Review as outlined in the attached memo. (See Attached)

### Proposal for a Devens Disposition Study Committee

- At the request of the BOS on October 16, 2018, please see that attached proposal for the formation of an Ayer-Devens Jurisdiction/Disposition Study Committee. (See Attached)

### Access Easement for Depot Square

- I am respectfully requesting that the BOS vote approve the attached Access Easement for Depot Square. Please see the attached memo from the Assistant Town Manager. (See Attached)

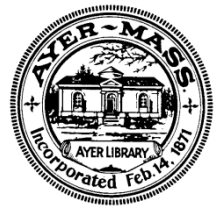
License Agreement – Ayer Family Pharmacy

- I am respectfully requesting that the BOS vote to approve the attached License Agreement for the Ayer Family Pharmacy. Please see the attached memo from the Assistant Town Manager. (See Attached)

Thank you.


Attachment(s).

**Office of the Board of Selectmen  
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**

To: Board of Selectmen  
From: Carly M. Antonellis, Assistant Town Manager   
Date: November 8, 2018  
Re: November 13, 2018 - Town Manager Report Item #2

Greetings!

We have been contacted by Representative Harrington's Office regarding H4907, the All Alcohol License for the Vineyard. The Committee on Bills in the Third Reading have requested that the BOS adopt the following technical changes, to the Home Rule Petition as passed by Ayer Town Meeting on May 14, 2018, highlighted below:

H4875 – An Act authorizing the town of Ayer to grant an additional license for the sale of all alcoholic beverages to be drunk on the premises (redraft is H4907)

Section 1. (a) Notwithstanding Section 17 of Chapter 138 of the General Laws, the licensing authority of the Town of Ayer may grant an additional license for the sale of all alcoholic beverages not to be drunk on the premises pursuant to Section 15 of said Chapter 138 to Ayer Vineyard, Ltd. d/b/a The Vineyard, located at 63 Park Street, Ayer, MA 01432. The license shall be subject to all of said Chapter 138, except said Section 17.

(b) The licensing authority shall not approve the transfer of the license granted pursuant to this act to any other location, person, or entity, but it may grant the license to a new applicant at the same location if the applicant files with the licensing authority a letter from the Department of Revenue and a letter from the Department of Unemployment Assistance indicating that the license is in good standing with those departments and that all applicable taxes, fees and contributions have been paid.

(c) If the license granted pursuant to under this act is cancelled, revoked, or no longer in use, it shall be returned physically, with all of the legal rights, privileges, and restrictions pertaining thereto to the licensing authority, which may then grant the license to a new applicant at the same location and under the same conditions as specified in this act.

(d) The license granted pursuant to this act shall be issued within 1 year after the effective date of this act; provided, however, that if the license is originally granted within that time period, it may be granted to a new applicant pursuant to subsection (b) or (c) anytime thereafter.

Section 2. This act shall take effect upon passage.

~~Or take any action thereon or in relation thereto.~~

The Bill will then be approved by the Committee, passed in the House and sent to the Senate before the yearend deadline. Thank you!





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 One Thousand dollars (\$1,000.00) 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 sufficient 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. Payment bond
  - 3. General Conditions
  - 4. Supplementary Conditions
  - 5. Specifications as listed in the table of contents of the Project Manual.
  - 6. Drawings consisting of 6 sheets with each sheet bearing the following general title: Pirone Park Perimeter Path.
  - 7. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 00300-1 to 00300-7 and 00302, inclusive).
    - b. Bid tabulation showing corrected bid amount.
    - c. Documentation submitted by Contractor prior to Notice of Award (pages 00405, inclusive).

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.
  - 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 three 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 Nov. 1, 2018

OWNER:

Town of Ayer  
Ayer, Massachusetts

By: Robert A. Pimball  
Title: Town Manager

CONTRACTOR

ANJ Construction Corp  
By: Anthony Natale  
Title: President

COPIES

I have lived in Ayer for almost two years now, having moved back to the States from abroad. I am looking for volunteer opportunities that align with my personal interests. I am an art enthusiast, having studied Art and Design in London. Though I am not an artist myself, I appreciate all forms of art.

I love the welcoming feel of Ayer's Town center and see a lot of potential for future town events. I grew up on a small town in Illinois and have fond memories of all the great activities for families. I have a teenage son, attending the Ayer Shirley Region High School and see that as a motivating factor for becoming more involved in town life. I want him to have the opportunities to experience some of the same great features of living in a smaller community.

I see the Cultural Council as a way of helping shape Ayer into a town people want to live and flourish in. I believe children need contact with art and music to thrive. A community as a whole does better when they have opportunities to bond and what better way to make that happen than with art and music!

I hope to become a permanent member of the Ayer Cultural Council.

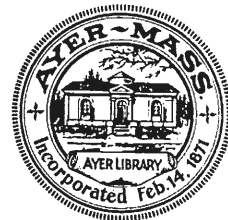
Lauren Metzler-Barretta



Ayer, MA 01432

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

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**MEMORANDUM**

**DATE:** November 8, 2018

**TO:** Ayer Board of Selectmen

**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: Proposed Amendment to the Committee Charge of the Ayer Water and Sewer Rate Review Committee**

Dear Honorable Selectmen,

As a result of the BOS discussion on October 16, 2018 regarding the proposed rate increases for the Transfer Station and as a result of a recent meeting of the Ayer Water and Sewer Rate Review Committee; I am respectfully recommending that the BOS vote to amend the committee charge of the Ayer Water and Sewer Rate Review Committee as follows:

- *In addition to the quarterly review of the water and sewer rates and the annual recommendation to the BOS for water and sewer rates; the Ayer Water and Sewer Rate Review Committee shall be charged with the quarterly review of all Transfer Station rates and fees and shall make the appropriate annual recommendation to the BOS regarding all Transfer Station rates and fees.*
- *As the result of this amended charge, the Ayer Water and Sewer Rate Review Committee shall be renamed the Ayer Water, Sewer and Transfer Rate Review Committee.*

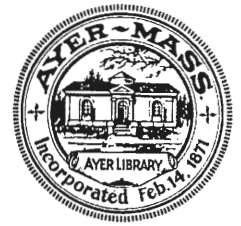
The rationale for this change is that this will enable a public committee appointed by the BOS to meet quarterly in posted, open session meetings to review and discuss the Transfer Station's rates and fees and to annually make Transfer Station rates and fees recommendations to the BOS.

I look forward to further discussion with the BOS at your November 13, 2018 BOS meeting.

Thank you for your time and consideration.

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

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**MEMORANDUM**

**DATE:** November 8, 2018

**TO:** Ayer Board of Selectmen

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

**SUBJECT: Proposal for the Establishment of an Ayer - Devens Jurisdiction/Disposition Study Committee**

Dear Honorable Selectmen,

At the request of the Board of Selectmen at the October 16, 2018 BOS Meeting, I have prepared the following proposal for the establishment of an Ayer - Devens Jurisdiction/Disposition Study Committee which has been modelled after a similar committee recently established by the Town of Harvard.

Committee Purpose:

- The Ayer-Devens Jurisdiction/Disposition Study Committee would be charged with planning for and initiating discussions with the appropriate parties with the goal of presenting a plan to the Town of Ayer Voters to resume jurisdiction over the land presently part of Devens formerly under the jurisdiction of the Town of Ayer.

Committee Charge:

- The Ayer-Devens Jurisdiction/Disposition Study Committee is charged with instituting a process for developing a plan to resume jurisdiction, including but not limited to, the following tasks:
  - Manage the process and timeline to collect and report additional information as requested by the Board of Selectmen;
  - Provide status reports to the Board of Selectmen on at least a quarterly basis;
  - Meet with Ayer Town Departments and Committees to review and seek input on Devens topics as set forth in the 2018 Ayer Master Plan;
  - Meet with MassDevelopment and Devens Departments (particularly DPW, Fire and DEC) to review and seek input on Devens topics as set forth in the 2018 Master Plan;



- Hold periodic public meetings to inform and seek input from the general public, including Devens residents. It is recommended that an initial kick-off meeting be held to provide an overview of the findings in the 2018 Master Plan and proposed next steps;
- Upon the request by the Board of Selectmen prepare a draft “Request for Qualifications” for a planning consultant to assist in the development of a plan;
- Seek funds to underwrite the cost of consultant services;
- Following the issuance of the RFQ, review proposals and recommend a consultant firm to the Board of Selectmen; and
- Keep State Legislators and MassDevelopment informed as work progresses.

Committee Composition:

- The Committee will be appointed by the Board Selectmen and shall be comprised of nine (9) Ayer and Devens residents and shall be professionally supported by the Town Planner; Economic & Community Development Director; and the Town Manager’s Office. Recommended appointees are:
  - One member of the Ayer Board of Selectmen
  - Two members of the Ayer Planning Board
  - Members-at-Large: Five residents, at least one of whom lives on Devens
  - The Ayer Director of Economic and Community Development

Frequency of Committee Meetings:

- It is recommended that the Committee meet initially on a monthly basis.
- The Committee shall be subject to the Massachusetts Open Meeting Law and Massachusetts Public Records Law.

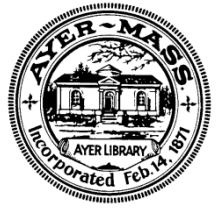
Funding:

- It is recommended that the Committee be provided seed money in the amount of \$5,000 in the FY 2020 Budget to cover initial costs associated with preparing and disseminating documents such as the RFQ and other materials.

I look forward to further discussing this proposal with the BOS at your November 13, 2018 BOS meeting.

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


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**Memorandum**

To: Board of Selectmen

From: Carly M. Antonellis, Assistant Town Manager 

Date: November 8, 2018

Re: November 13, 2018 - Town Manager Report Item #9

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Greetings!

The BOS is respectfully requested to approve the attached Access Easement for Depot Square, as prepared by Town Counsel and approved by Town Meeting on May 14, 2018.

Thank you!

## EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "Easement") is executed this 13th day of November, 2018 by and between the **Town of Ayer**, acting by and through its Board of Selectmen, having an address of One Main Street, Ayer, Massachusetts 01432 (the "Town"), and **Worthen Dale Realty Corp.**, a Massachusetts corporation, having an address of 3 Depot Square, Ayer, Massachusetts 01432 (the "Grantee").

Whereas, Grantee is the owner of certain property, located south of Main Street, in Ayer, Massachusetts, described in deeds recorded with the Middlesex South Registry of Deeds in Book 12135, Page 442; Book 23738, Page 528; Book 44980, Page 283; Book 63751, Page 586; and a parcel of land shown on Land Court Plan 15026F with Certificate of Title 162961; a parcel of land shown on Land Court Plan 15026E with Certificate of Title 243936; a parcel of land shown on Land Court Plan 15026D with Certificate of Title 209689 and a parcel of land shown on Land Court Plan 15026C with Certificate of Title 78985, as filed with the Middlesex South District of the Land Court (the "Benefited Property");

Whereas, the Town is the owner of property described in an Order of Taking recorded June 2, 2016, with the Middlesex South Registry of Deeds in Book 67366, Page 350, an Order of Taking recorded June 2, 2016, filed with the Middlesex South District of the Land Court as Document 01731240, noted on Certificate of Title 243936 and an Order of Taking recorded June 2, 2016, filed with the Middlesex South District of the Land Court as Document 01731239, noted on Certificate of Title 102861, and shown on a plan entitled "Plan of Lands of Worthen Dale Realty Corp. Access Corridor and Advocates Building to be Acquired by the Town of Ayer, Massachusetts," dated May 6, 2016, recorded June 2, 2016, with the Middlesex South Registry of Deeds as Plan 461 of 2016 (the "Town Property"), a portion of which abuts the Benefited Property;

Whereas, the Town desires to grant an easement to Grantee, appurtenant to the Benefited Property, in, on and over the Easement Premises (defined herein) for the purpose of pedestrian and vehicular travel, including trucks and heavy equipment, to and from Main Street, subject to such limitations and conditions as set forth herein.

Now therefore, for consideration paid of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Pursuant to the authority granted by the vote taken under Article 29 of the 2018 Annual Town Meeting, a certified copy of which is attached hereto and incorporated herein as Exhibit A, and subject to the terms and conditions herein contained, the Town hereby grants to Grantee a permanent and non-exclusive right and easement to use the

portion of the Town Property shown as “Proposed Non-Exclusive Permanent Access Easement,” containing 686.00 +/- Sq.Ft. in two parcels, being referenced as Parcel 1 containing 593.32 +/- Sq. Ft. and Parcel 2 containing 92.68 +/- Sq. Ft. (the “Easement Premises”) on the plan entitled “Map Showing Non-Exclusive Permanent Access Easement to be Acquired from the Town of Ayer, Massachusetts by Worthen Dale Realty Corp.,” dated September 10, 2018, prepared by AE Prime, recorded herewith as Exhibit B attached hereto and incorporated herein (the “Plan”), for the purpose of access and egress from the Benefited Property to Main Street, for pedestrian and vehicular travel, including trucks and heavy equipment. In no event shall Grantee have the right to use the remainder of the Town Property under this Easement, and Grantee’s use of the Easement Premises shall not compromise the safety and convenience of persons entering or using the rest of the Town Property.

2. The Town shall be responsible to maintain, improve, repair and replace the Easement Premises, including, but not limited to, snow removal, and to keep the Easement Premises safe and passable.

3. In no event shall Grantee have the right to install utilities in, on, or under the Easement Premises or to install, construct or otherwise place any buildings, structures, objects or other improvements within the Easement Premises.

4. During the exercise of the rights hereby granted, Grantee shall at all times conduct itself so as not to unreasonably interfere with the operations of the Town in its use of the Easement Premises and the rest of the Town Property and shall observe and obey applicable laws, statutes, bylaws, regulations and permitting or licensing requirements.

5. Grantee agrees that it shall not, nor knowingly permit any other party to, bring onto, store, use, release and/or dispose of any hazardous materials, hazardous substances, oil or other toxic materials on the Town Property, including the Easement Premises, and shall defend, indemnify, and hold harmless the Town from any and all claims, causes of action, administrative actions, administrative penalties, damages, fines, judgments, penalties, costs, liabilities or losses (including without limitation, any and all costs associated with the removal and clean-up of hazardous substances, attorneys’ fees, consultant and expert fees) caused by or resulting from the presence, use, storage, generation or disposal of hazardous substances by Grantee and/or its agents, employees, contractors, representatives and/or invitees (with Grantee, the “Grantee Parties”) on or about the Town Property.

6. The Town makes no warranty or representation that the Easement Premises are suitable for Grantee’s use, and Grantee accepts the Easement Premises in their current “AS IS” condition at its sole risk. Grantee agrees that the Town shall not be liable to any of the Grantee Parties for any injury or death to persons or loss or damage to property of any nature whatsoever, in, on or about the Easement Premises, except if such injury, death, loss or damages is caused directly by the negligence or willful misconduct of the Town or its employees, agents, or contractors (the “Town Parties”). Grantee, its successors and assigns, shall indemnify and hold the Town harmless from and against all claims, demands, suits, actions, costs, expenses, damages (including personal injury and property damage), judgments, and liabilities of any

nature whatsoever (including, without limitation, court costs and reasonable attorneys' fees), imposed upon, incurred by, or asserted against the Town, its agents, employees, successors or assigns, by reason of, or in consequence of any personal injury or property damage that occurs in, on, or around the Easement Premises in connection with any exercise of the rights granted to the Grantee hereunder, any failure by Grantee to comply with the provisions of this instrument, and/or the use of the Easement Premises by Grantee or any of the other Grantee Parties.

7. Grantee shall obtain and maintain a policy of public liability insurance, including coverage for bodily injury, wrongful death and property damage, with insurance companies qualified to do business in the Commonwealth of Massachusetts and reasonably acceptable to the Town, under which the Town is named as additional insured, and sufficient in the Town's determination to support the obligations of Grantee under the terms of this Agreement to indemnify, defend and hold harmless the Town. Such policy shall be non-cancellable and non-amendable with respect to the Town without thirty (30) days' prior notice to the Town and shall be in at no less than the following amounts: One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate. The Town shall have the right to request Grantee to increase such limits by reasonable amounts. Grantee shall deliver to the Town certificates of insurance showing compliance with the terms hereof.

8. Grantee, by the acceptance of this Easement, agrees and acknowledges that the Town may relocate the Easement Premises to another location of the Town Property, at the Town's cost, provided that the relocated Easement Premises are functionally comparable to the Easement Premises shown on the Plan.

9. All rights and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

10. The Town reserves the right to use the Easement Premises for any and all purposes, which shall include, but not be limited to, the right to pass and repass by foot and vehicles of any kind at any time for any reason, provided that Town does not materially interfere with the Grantee's use and enjoyment of the Easement Premises for the purposes set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed under seal this 13th day of November, 2018.

TOWN OF AYER  
By its Board of Selectmen


\_\_\_\_\_  
Jannice L. Livingston, Chair

\_\_\_\_\_  
Christopher R. Hillman, Vice Chair

\_\_\_\_\_  
Scott A. Houde

WORTHEN DALE REALTY CORP.

By: \_\_\_\_\_

  
Name: David W. Berry  
President and Treasurer

DRAFT



COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 13th day of November, 2018, before me, the undersigned notary public, personally appeared \_\_\_\_\_, member of the Town of Ayer Board of Selectmen, as aforesaid, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Ayer.

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

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 7th day of November, 2018, before me, the undersigned notary public, personally appeared David W. Berry, President and Treasurer of Worthen Dale Realty Corp., and proved to me through satisfactory evidence of identification, which was Known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Lisa Ramos  
Notary Public  
My Commission Expires: 2/25/22

650254v2/AYER/0131


 **LISA E. RAMOS**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
February 25, 2022

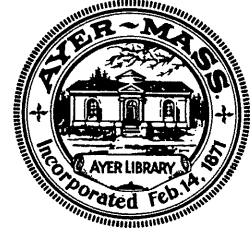
Exhibit A

Town Meeting Vote

DRAFT



**Town of Ayer**  
1 Main Street, Ayer, MA 01432



, Annual Town Meeting  
May 14, 2018 @ 7:00 p.m.  
Ayer Shirley Regional High School Auditorium  
141 Washington Street  
Ayer, MA 01432

**ARTICLE 29: GRANT OF EASEMENT AT DEPOT SQUARE**

To see if the Town will vote to authorize the Board of Selectmen to grant an easement over a portion of the property located at 7 Depot Square and 12-50 Main Street, as shown on a sketch plan entitled "Depot Square," dated March 19, 2018, on file with the Town Clerk, being portions of Parcel D and Parcel E as shown on a plan entitled "Plan of Lands of Worthen Dale Realty Corp. Access Corridor and Advocates Building to be Acquired by the Town of Ayer, Massachusetts," dated May 6, 2016, recorded with the Middlesex South District Registry of Deeds as Plan 461 of 2016, as on file with the Town Clerk, for the purpose of pedestrian and vehicular travel, and to authorize the Board of Selectmen to do and take any and all actions and execute all documents necessary or appropriate to carry out the intent of this Article on such terms and conditions as the Board of Selectmen deems appropriate, or take any action thereon or in relation thereto.

Sponsor: Board of Selectmen

Simple Majority Vote Required

*Explanatory Note: This Article will grant an easement over a portion of Depot Square to permit Worthen Dale Realty Corp. to have improved access to their property for truck traffic.*

**SELECTMAN LIVINGSTON:** "I move that the Town vote to authorize the Board of Selectmen to grant an easement over a portion of the property located at 7 Depot Square and 12-50 Main Street for the purpose of pedestrian and vehicular travel and to further authorize the Board of Selectmen to do and take any and all actions and execute all documents necessary or appropriate to carry out the intent of this Article as read by the Moderator." Seconded from the floor. Brief discussion followed. Vote was taken with no opposition. Article passed unanimous.

A true copy of record,  
ATTEST:

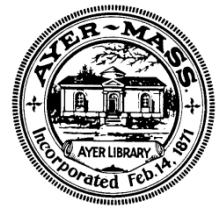
Susan E Copeland  
Ayer Town Clerk

Exhibit B

Plan

DRAFT

Office of the Board of Selectmen  
Office of the Town Manager



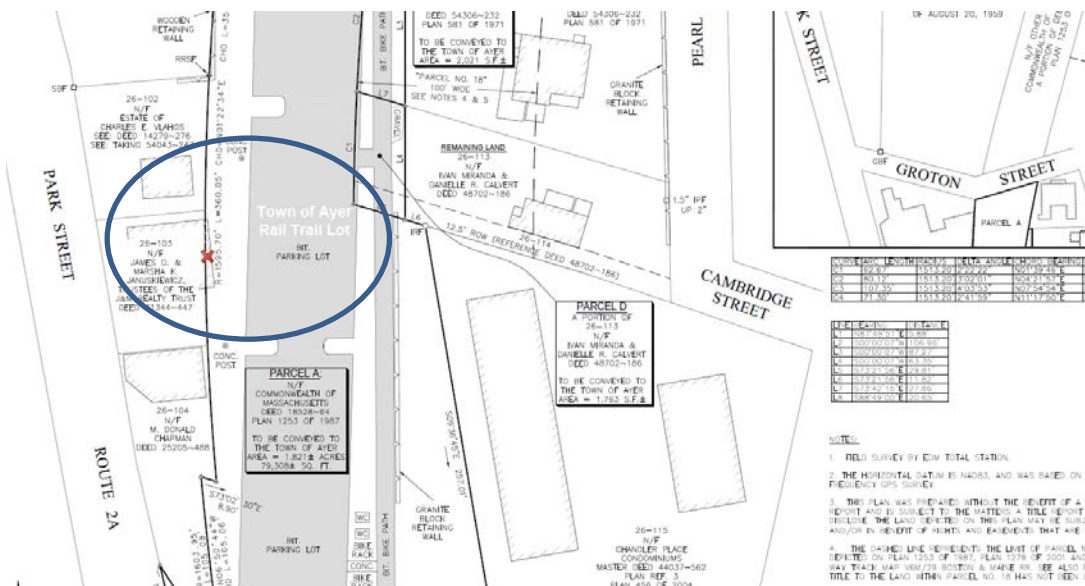
Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | www.ayer.ma.us

**Memorandum**

To: Board of Selectmen  
From: Carly M. Antonellis, Assistant Town Manager *CMA*  
Date: November 9, 2018  
Re: November 13, 2018 - Town Manager Report Item #10

Greetings!

The Ayer Family Pharmacy, 13 Park Street (Parcel 26-103), is currently before the Planning Board for Site Plan review. An encroachment issue on the Town's Rail Trail Lot has been identified.



As you can see from the diagram above, the rear building line of the Ayer Family Pharmacy encroaches on the Town's property. Town Counsel strongly recommends that the applicant obtain a license agreement from the Board of Selectmen to allow such encroachment. Town Counsel has advised that the Planning Board can proceed with Site Plan review, once the encroachment license agreement is entered into.

A draft of the License Agreement, as drafted by Town Counsel is attached.

Thank you!

## LICENSE AGREEMENT

This LICENSE AGREEMENT (this "License") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the **Town of Ayer**, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, with a principal place of business at One Main Street, Ayer, Massachusetts 01432 (the "Town"), acting by and through its Board of Selectmen, and **Ayer Pharmacy, Inc.**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a principal place of business at 13 Park Street, Ayer, Massachusetts 01432 (the "Licensee").

WHEREAS, the Town is the owner of record of a certain parcel of land located between Main Street and Groton Street, Ayer, which is shown as Lot 358 on Map 26 in the Assessor's Office for the Town of Ayer, and described in a deed dated January 29, 2018, recorded with the Middlesex South Registry of Deeds in Book 70578, Page 306 and shown on a plan entitled "Plan of Land in the Town of Ayer South Middlesex Registry Owned by the Commonwealth of Massachusetts and Others," dated October 31, 2017, recorded with said Registry of Deeds as Plan 63 of 2018 (the "Premises");

WHEREAS, the Licensee is the owner of record of property located at 13 Park Street, Ayer, which is shown as Lot 103 of Map 26 in the Assessor's Office for the Town of Ayer, and described in a deed dated February 21, 2018, recorded with said Registry of Deeds in Book 70654, Page 226 (the "Licensee Property"); and

WHEREAS, the building (the "Building") located upon the Licensee Property encroaches upon the Premises.

NOW, THEREFORE, the Town is willing to allow the Licensee to enter onto that portion of the Premises necessary to use, maintain and repair the Building, subject to the following terms and conditions:

**I. USE, PURPOSE, TERM**

The Town grants the Licensee the right to use, maintain and repair the Building upon and over a portion of the Premises as shown on a plan entitled "\_\_\_\_\_, 2018," dated \_\_\_\_\_, 2018, prepared by \_\_\_\_\_, attached as Exhibit A (the "Plan") (collectively, the "Licensed Premises").

The Licensee, its contractors, agents, representatives and employees, are hereby granted the right to enter and use the Licensed Premises for the purpose of maintaining and repairing the Building, and for all other purposes and uses incidental thereto, including use of the Licensed Premises for a pharmacy. The aforesaid uses shall be at the Licensee's sole cost and expense. All obligations of the Licensee under this License shall apply to the Building and to the adjacent area during use.

Such entry and use by the Licensee, its contractors, agents, representatives, patrons and

employees, shall be exercised from the date of the execution of this License and continue until terminated in accordance with the provisions of Section VII below. Such entry and use shall be further limited by the provisions of Section VI. The Licensee expressly agrees to restore the Premises to its original condition, as nearly as possible, upon the termination of the rights granted hereunder.

**II. CONSIDERATION**

The consideration for this License shall be a fee of \$1.00, the payment of all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by the Licensee of all the obligations and covenants set forth within this Agreement to the reasonable satisfaction of the Town.

**III. RISK OF LOSS**

Licensee agrees that it shall use and occupy the Premises at its own risk, and the Town shall not be liable to Licensee, its contractors, agents, employees, representatives, patrons, invitees and permittees for any injury or death to persons entering the Premises, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through Licensee, that are brought upon the Premises pursuant to the License.

**IV. INSURANCE**

The Licensee shall maintain, for so long as it shall use and occupy the Licensed Premises, a policy of commercial general liability insurance in the broadest form of such coverage available in Massachusetts. Each such policy shall be non-cancellable and non-amendable with respect to the Town without thirty (30) days prior written notice to the Town. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in aggregate, and shall be primary and noncontributory. The Town shall be named as an additional insured. All required insurance shall be written with companies qualified to do business in Massachusetts and reasonably acceptable to the Town.

Licensee shall provide the Town with a certificate of insurance in each case indicating the Town is an additional insured on the policy and showing compliance with the foregoing provisions.

Licensee shall maintain worker's compensation insurance during any repair of the Building, as required by law. Licensee agrees that any contractor performing work on behalf of the Licensee at the Premises shall carry liability insurance in amounts reasonably satisfactory to the Town, and shall name the Town as an additional insured party. Prior to any construction performed by Licensee or any contractor on behalf of Licensee at the Premises, Licensee shall provide the Town with a copy of the contractor's insurance certificate indicating liability insurance coverage as herein specified, and copies of any approvals, including any building permits, necessary or obtained to conduct said construction.

**V.**

***INDEMNIFICATION***

Licensee agrees to indemnify, defend and hold harmless the Town from and against any and all claims, demands, suits, actions, costs, judgments, whatsoever, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the Town arising under this Agreement, including, but not limited to: (a) any failure on the part of Licensee to comply with any provision or term required to be performed or complied with by Licensee under this Agreement, or (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever other than the Town. This obligation shall survive the termination of this License.

The Licensee shall assist the Town, at no cost to the Town, in relation to any claim brought against the Town arising under this License, including but not limited to, in the investigation and defense of any claims which arise from the work performed by the Licensee, its designers, contractors and subcontractors and/or their employees, agents or invitees and which are the result of the errors, omissions or negligence of Licensee, its designers, contractors and subcontractors and/or their employees, agents or invitees.

**VI.**

***CONDUCT***

Any repairs to the Building shall be done by a licensed contractor in a good and workmanlike manner and in accordance with all laws, ordinances, by-laws, regulations, and permits. Licensee, and its contractors, employees and agents, shall be responsible, at its sole expense, for maintaining the Building in good condition and repair. Licensee's responsibilities shall include the restoration or repair of any and all damage to the Premises resulting from any act, failure to act, or negligence of the Licensee, its agents, employees, contractors, invitees and permittees. Licensee's responsibilities shall also include the restoration or repair of any and all damage to the Building located on or over the Premises whether or not such damage results from any act, failure to act or negligence of the Licensee, its agents, employees, contractors, invitees and permittees. The provisions of this paragraph shall survive the termination of the License.

During the exercise of the rights hereby granted, the Licensee shall at all times conduct itself so as not to unreasonably interfere with the operations of the Town, and observe and obey applicable laws, statutes, ordinances, regulations and permitting or licensing requirements. When appropriate, the Licensee shall install fencing and other safety devices necessary to ensure the safety of the Town's personnel, persons on the Premises, adjacent property owners and their property and the general public. The Licensee shall at all times comply with (i) plans and specifications (which shall be prepared by and at the expense of the Licensee and approved by the Town); and (ii) all applicable local, state and federal rules, regulations, statutes and by-laws.

**VII.**

***TERMINATION AND REVOCATION***

This License shall be revocable by either party upon written notice of revocation at least ninety (90) days prior to the termination date stated within said notice, except in the event of an emergency or uncured dangerous condition, when the License may be revoked immediately. This License shall automatically terminate upon the sale or other transfer of any kind or nature of the

Licensee's property, other than a mortgage conveyance, without the prior written consent of the Licenser.

In the event that this License is terminated by revocation of either party pursuant to this section, then the Licensee, at its own expense, shall remove the Building from the Premises, and restore the Premises to its original condition as at the commencement of this License, as nearly as possible. This obligation shall survive the termination of this License.

Without limitation of the foregoing this License shall automatically terminate at such time as that portion of the Building within the Premises is demolished or substantially damaged requiring substantial reconstruction.

**VIII. MODIFICATIONS AND AMENDMENTS**

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

**IX. NOTICE**

For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are mailed to the following addresses:

Town: Town of Ayer  
Ayer Town Hall  
One Main Street  
Ayer, MA 01432  
Attention: Town Manager

With a copy to: KP Law, P.C.  
101 Arch Street  
12<sup>th</sup> Floor  
Boston, MA 02110  
Attention: Mark R. Reich

Licensee: Ayer Pharmacy, Inc.  
13 Park Street  
Ayer, MA 01432

These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

**X. NO ESTATE CREATED**

This License shall not be construed as creating or vesting in the Licensee any estate in the Premises, but only the limited right of possession as hereinabove stated. This document shall not be recorded with the Registry of Deeds, and any such recording shall result in the automatic

termination of any and all rights hereunder.

***XI. EXHIBITS AND ATTACHMENTS***

Any and all exhibits and attachments referenced herein or attached hereto, are duly incorporated within this Agreement.

***XII. SURVIVAL OF TERMS AND PROVISIONS***

All terms and provisions relating to the restoration of the property affected hereby shall survive the termination of this License.

[Signature Page Follows]

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

TOWN OF AYER  
By Its Board of Selectmen

AYER PHARMACY, INC.

\_\_\_\_\_  
Jannice L. Livingston, Chair

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Christopher R. Hillman, Vice Chair

\_\_\_\_\_  
Scott A. Houde, Clerk

Exhibit A

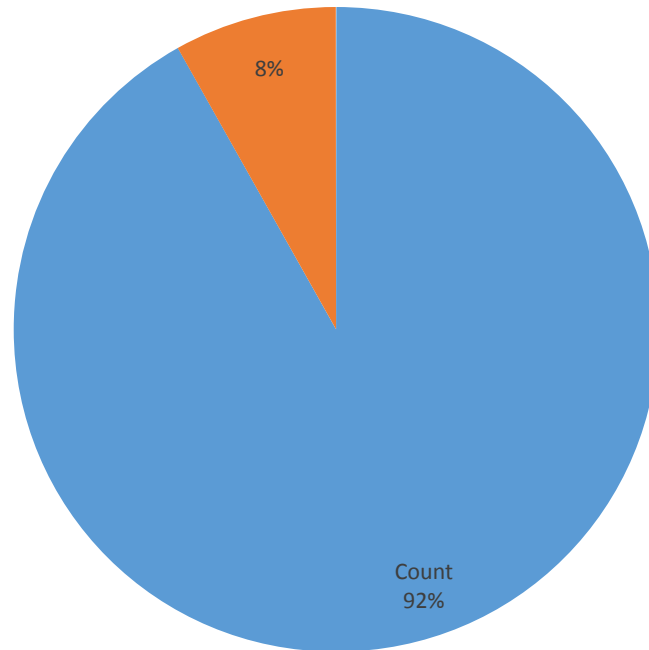
Plan

DRAFT

Column1	Count	Percentage
Yes	293	91.85%
No	26	8.15%

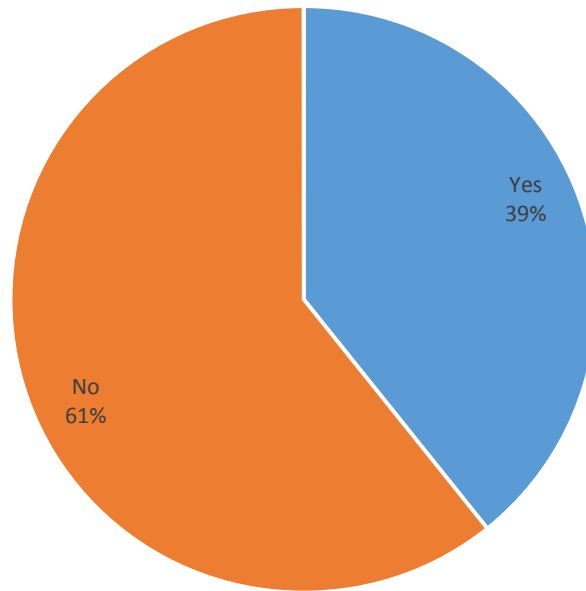
319

Are you a current user of the Ayer Transfer Station?



Column1	Column2	Column3
	Count	Percentage
Yes	124	39.24%
No	192	60.76%
	316	

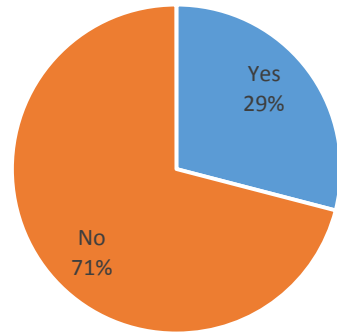
Are you happy with the current hours?



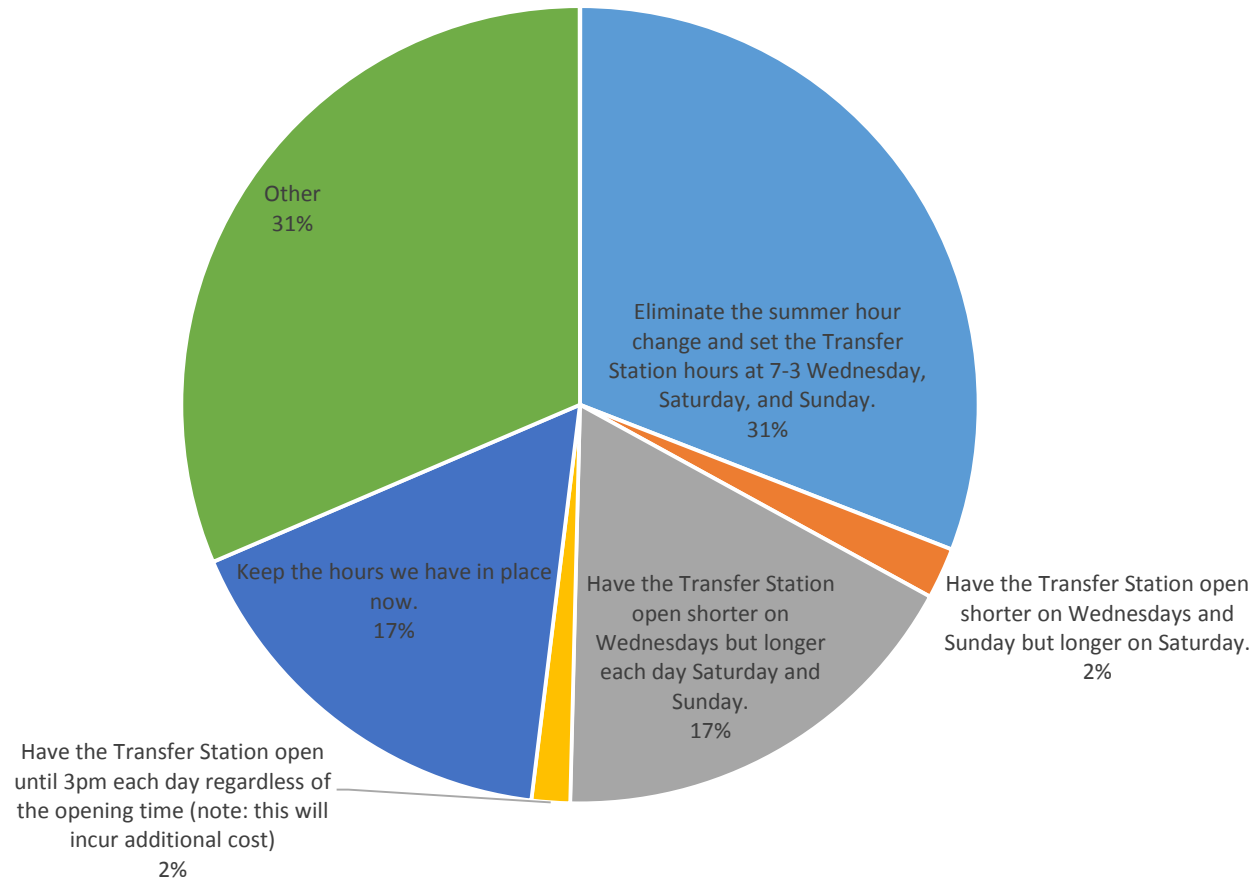
	Count	Percentage
Yes	88	29.04%
No	215	70.96%

303

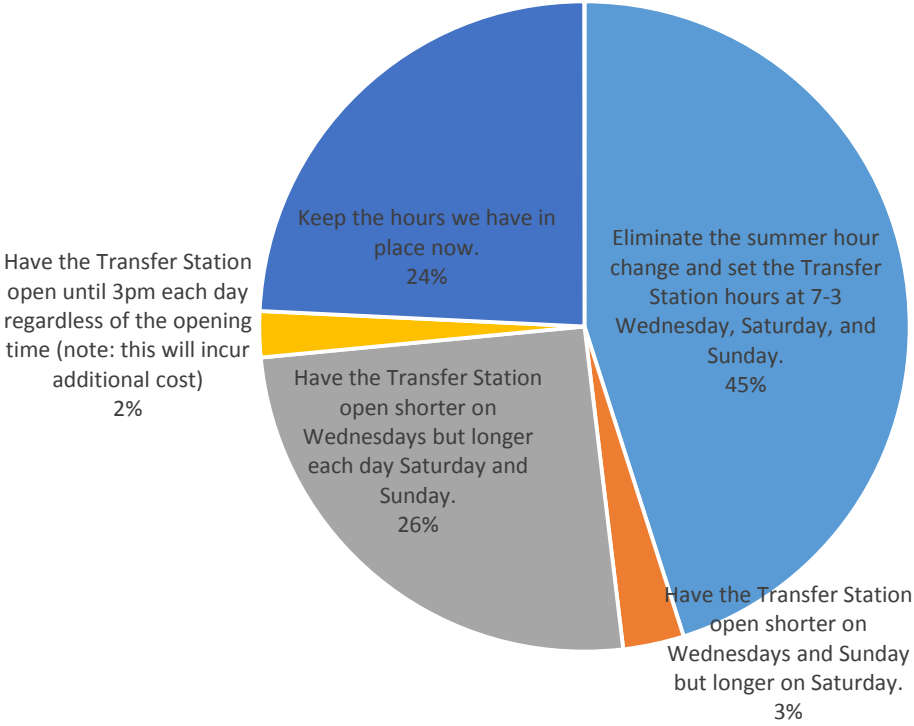
Are you in favor of expanding the total hours the Transfer Station is open?



## Preferred Options



# Preferred Options



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



*Broadcast and Recorded by APAC*

**Tuesday October 16, 2018**  
**Open Session Meeting Minutes**

**BOS Present:** Jannice L. Livingston, Chair; Scott A. Houde, Clerk

**Absent:** Christopher R. Hillman, Vice – Chair

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

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

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

**Review and Approve Agenda:** R. Pontbriand asked to add an Item #6 under the Town Manager's Report. He also mentioned that Mr. Ed Starzec from MassDevelopment may be later on the agenda than scheduled.

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to approve the agenda, as amended.

**Motion passed 2-0.**

J. Livingston stated that Selectman Hillman would not be in attendance this evening, as he is preparing for surgery. He will return in December of 2018.

**Announcements:** J. Livingston announced that the November 6, 2018 State General Election is fast approaching and gave information regarding deadlines associated with absentee ballots and early voting.

**Public Input:** None

J. Livingston announced that ASRHS Student Reporter Brice Valliere was in attendance to cover the meeting.

**Mr. Alan Manoian, Director, Office of Community & Economic Development:** *CPA Grant Agreement – Historic Central Fire Station* – R. Pontbriand announced that A. Manoian was out sick and presented the CPA Grant Agreement.

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to approve the CPA Grant Agreement between the Town of Ayer and Cowfield Realty Trust II with signature of the Chair. **Motion passed 2-0.**

**Chairman Thomas F. Gibson, Middlesex County Retirement Board** – Benefits and Payroll Director Kevin Johnston was joined by Treasurer/Collector Barbara Tierney and Lisa Maloney, Chief Administrative Officer and Tom Gibson, Chairman of the Middlesex County Retirement Board. Chairman Gibson gave a presentation on the Middlesex County Retirement Board System assets and investments; contribution rates and regular compensation and Town of Ayer contributions and benefits. Chairman Gibbons also advised that the FY' 20 appropriation will be \$1,718,371, an increase of approximately \$240,000 over last year. The increase is attributed to the reduction in the investment rate of return from 7.75% to 7.5%; the salary increase assumption was lowered; the updating of mortality tables and a Group 4 disability retirement since the last reevaluation.

**Eagle Scout Recognition – Will and Ed Ernst:** The BOS recognized Will and Ed Ernst for achieving the rank of Eagle Scout.



**Superintendent Mark Wetzel, Ayer Dept. of Public Works:** *Parking Management- Discussion of Proposed Resident Parking Zone* – M. Wetzel presented a proposal to limit parking to residents on portions of West Street, Pleasant Street, Cambridge Street and Newton Street. The planned implementation timeline is January of 2019. The DPW conducted a downtown parking study in anticipation of the opening of the Nashua River Rail Trail/Commuter Rail Parking Lot.

*Proposed Solid Waste Fees* – M. Wetzel presented a recommendation on increasing the FY'19/FY'20 Transfer Station Fees. M. Wetzel explained that because the Town's solid waste operates as an Enterprise Fund, revenue is based on permit sales and "Pay As You Throw" Bags. He also noted that the Solid Waste Enterprise Fund operates with a 40% General Fund subsidy. He is recommending raising the fees as follows:

	<b>Current Fees</b>	<b>Recommended Fees</b>
Annual Permit	\$80.00	\$90.00
Senior Citizen Rate	\$50.00	\$60.00
Second Permit	\$20.00	\$30.00
One Day Permit	\$10.00	\$10.00
PAYT 15 Gallon Trash Bag	\$2.00	\$3.00
PAYT 33 Gallon Trash Bag	\$3.00	\$4.00
PAYT 50 Gallon Trash Bag	\$4.00	\$5.00
Bulk Tag	\$5.00 each	\$5.00 each

J. Livingston stated that she is not in favor of this proposed increase at this time. She stated that the Transfer Station hours issue remains unresolved and she provided information on the hours of operation as well as fees for permits and bags in the communities of Groton, Littleton, and Harvard. She asked if the Town is getting its maximum value for the Transfer Station and would like more information to justify the proposed fee increases. She stated that there needs to be a broader conversation about this.

S. Houde stated that he will work with Cindy next week to get the transfer station hours survey up on the website. He also asked the DPW Superintendent to research some additional data such as what are the other town's fees? What percentage of the budget are the fees? What is the actual general fund subsidy in the other towns?

R. Pontbriand stated that the current hours of operation for the Transfer Station were negotiated by the DPW Union and the BOS during the last contract. That contract will expire on June 30, 2019 and contract negotiations will be underway shortly of which this issue is one of great concern to the Town. He also stated that the Town will need to raise the proposed transfer station fees as presented by the DPW Superintendent in order to raise the approximate \$270,000. Otherwise that funding will have to come out of the General Fund. He stated that the BOS will need to make a decision no later than the November as the DPW will begin to sell the new Transfer Station stickers and bags.

*Request for Devens Residents to use Ayer Transfer Station* – M. Wetzel stated that the Town Manager's Office wanted the issue to be discussed as they have gotten several inquiries. BOS members didn't object to further looking into the concept, as it may help offset Ayer's costs. J. Livingston asked M. Wetzel to prepare a proposal on a cost for Devens residents.

*Presentation on "Why is my water dirty?"* – M. Wetzel gave a presentation on Ayer's water supply. He stressed that the water is safe to drink. The main cause of the dark and foul-smelling water is from sediments, iron, manganese that builds up in the pipes and is loosened by either change in chemical dosage at Wastewater Treatment Plant; high flows from irrigation and pipe breaks; construction activities; sediments and bacteria in home plumbing and water heaters. M. Wetzel also reported that the Town maintains approximately 48 miles of pipe, ranging in size from 4-inch to 16-inch, with the original pipes dating back to 1898.

Ms. Julie Woznac, 22 Groton Shirley Road expressed her concerns about the water quality. She stated that she has spent thousands of dollars trying to fix odor and color of the water. M. Wetzel explained that because she is on the end of a line, the water quality is not as good as if there was a loop to keep the water moving more. He stated that the cost to loop the water through is approximately \$800,000.

Laura Stander, 18 Vernon Street also expressed her concern about the water quality. She also thanked the DPW Water Division for coming to flush the hydrants from time to time.

Murray Clark, 2 Victor Drive also expressed his concern about the water quality.

**Mr. Ed Starzec, Director of Land Planning and Permitting, MassDevelopment:** E. Starzec was in attendance to again discuss the Vicksburg Square rezoning process. MassDevelopment is looking to create a new Zoning District – the Vicksburg Square Redevelopment District – which will be a stand-alone district, not an overlay, to allow for multi-family residential (apartments/condominiums) and senior housing. The anticipated number of units will be close to 300. He stated that MassDevelopment was looking to designate 25 % as low to moderate income housing and are looking to schedule a Public Hearing in November. The BOS had no objections with MassDevelopment moving forward to plan public meetings to discuss the proposal. At least one meeting will be held in Ayer.

**Town Manager's Report:** *Administrative Update/Review of Warrant(s)* – In the interest of time, R. Pontbriand referred BOS members to the meeting packet to review the signed warrants. R. Pontbriand also gave a brief administrative update.

*Amendment No. 4 to Agreement for Veteran Services, Devens* – R. Pontbriand presented Amendment 4 to the Agreement with MassDevelopment for Veteran Services.

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to approve Amendment 4 as presented.  
**Motion passed 2-0.**

*Town Meeting Warrant Update with Town Planner Mark Archambault* – M. Archambault gave a brief overview of all the Zoning Warrant Articles for the upcoming Fall Special Town Meeting. He also informed the BOS that the Planning Board had recently recommended passing on Articles 7 and 9 because they felt the processed was rushed.

*License for National Grid Electrical Equipment* – R. Pontbriand and C. Antonellis presented a License Agreement between the Town of Ayer and National Grid for electrical equipment located at West Main and Park Streets. This is following a 2005 authorization from Town Meeting. Due to changing personnel at National Grid the license agreement was significantly delayed.

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to approve the License Agreement as presented. **Motion passed 2-0.**

*Capital Project Debt Schedule Update* – R. Pontbriand presented information prepared by Town Accountant and Finance Manager Lisa Gabree, showing the Town's Debt Schedule. S. Houde asked if information could be added to include the existing school projects and available on the town website.

The BOS then discussed the November Meeting Schedule; because the State General Election falls on the first Tuesday of the month, the BOS has to reschedule. BOS members agreed to meet on November 13, 2018 and on November 27, 2018, if needed.

**New Business/Selectmen's Questions:** *Devens Disposition Meeting Update (Selectman Livingston)* – J. Livingston stated that she and the Town Manager met with Harvard Selectman Lucy Wallace and Mr. Victor Norman who is the Chair of the Devens Disposition Committee in Harvard. She stated that the meeting was one of the most comprehensive and exciting meetings on the issue of Devens Disposition and that Ayer should create a similar committee to study the issues of Devens Disposition adopting the Harvard committee model. J. Livingston further stated that there are many issues for the Town to consider in terms of Devens Disposition and that the issue of increased tax revenue is but one of many issues that needs to be considered.

R. Pontbriand added that the plan would be for each Town to form its own Devens Disposition Committee to look at all of the specific disposition issues for each town by each town. Then the three Towns would come together to ask MassDevelopment to hire a consultant to work with the Towns on developing a disposition plan for Devens to be submitted to the State Legislature.

S. Houde stated that Ayer needs to get started on this and agreed with forming a Devens Disposition Committee for Ayer.

J. Livingston agreed and asked the Town Manager to prepare a proposal for the creation of the Committee for the BOS to review and discuss at the November 13, 2018 BOS Meeting.

**Approval of Meeting Minutes:** C. Antonellis stated that she had just found a small clerical typo on the last page of the DRAFT minutes involving a motion on meeting minutes approval. She will reprint the minutes this evening with the correction made.

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to approve the meeting minutes of October 2, 2018, as amended. **Motion passed 2-0.**

**Adjournment:**

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to adjourn at 10:02 PM. **Motion passed 2-0.**

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

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

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

DRAFT

**Town of Ayer  
Board of Selectmen  
Ayer Shirley Regional High School Auditorium  
141 Washington Street  
Ayer, MA 01432**



**Monday October 22, 2018**  
**Special Open Session Meeting Minutes**

**Present:** Jannice L. Livingston, Chair; Scott A. Houde, Clerk  
  
Robert A. Pontbriand, Town Manager; Carly M. Antonellis, Assistant Town Manager; Susan E. Copeland, Town Clerk; Attorney Gregg Corbo, Town Counsel

**Absent:** Christopher R. Hillman, Vice-Chair

**Call To Order:** J. Livingston called the meeting to order in Open Session at 6:50 PM in the Auditorium of the Ayer Shirley Regional High School.

**Motion:** A motion was made by J. Livingston and seconded by S. Houde for the Board to recess for the purposes of participating in the Special Fall Town Meeting and to reconvene in Open Session at the adjournment of the Town Meeting. **Motion passed 2-0.**

*The Ayer Board of Selectmen Recessed at 6:52pm for the purposes of participating in the Special Fall Town Meeting.*

**Reconvene in Open Session:** At 8:50pm with the adjournment of the Special Fall Town Meeting, the Ayer Board of Selectmen reconvened in Open Session.

**Deliberation and Vote on Scheduling a Special Election for the ASRSD High School Field Project Debt Exclusion and Approval on the Ballot Question**

The Board deliberated on a date and time for the Special Election and reviewed and deliberated on the ballot question for the Special Election.

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to schedule a special election to be held on Tuesday, December 11, 2018 from 7am to 8pm at the Ayer Town Hall and to include the following question on the ballot for said election:

*Shall the Town of Ayer be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay the Town's allocable share of the bond issued by the Ayer Shirley Regional School District in order to pay the costs of designing, constructing and originally equipping a new athletic field complex to be located at 141 Washington Street, Ayer, including the payment of all costs incidental and related thereto?*

Yes \_\_\_ No \_\_\_

and that the Board direct the Town Manager to notify the Town Clerk of this vote. **Motion passed 2-0.**

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to adjourn the meeting. **Motion passed 2-0.**

**Adjournment:** The meeting adjourned at 8:55pm.

**Minutes Recorded and Submitted by Robert A. Pontbriand, Town Manager**

**Minutes Approved for Public Release by the BOS on:**

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**Signature by the Clerk of Board of Selectmen:**

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