Town of Ayer Board of Selectmen<br>Ayer Town Hall - $1^{\text {st }}$ Floor Meeting Room 1 Main Street<br>Ayer, MA 01432

## Wednesday March 4, 2020 <br> Open Session Meeting Agenda

| 6:00 PM | Call to Order |
| :---: | :---: |
|  | Pledge of Allegiance; Review and Approve Agenda; Announcements |
|  | $\underline{\text { Recognition of the Fab } 5}$ |
|  | Public Input |
| 6:05* PM | Application for Change of Manager - Shaker Hills Country Club |
| 6:10 PM | Ms. Jessica Strunkin, Senior Vice President, Devens |
|  | 1. Vicksburg Square Rezoning Update |
| 6:25 PM | Dan Van Schalkwyk, Town Engineer |
|  | 1. Execution of Contract for FY2020 Water and Drain Improvements- |
| 6:30 PM | Town Manager's Report |
|  | 1. Administrative Update/Review of Warrant(s) |
|  | 2. Appointments - Council on Aging Board of Directors |
|  | 3. FY'21 Budget Update |
|  | 4. FY " 21 Cost of Living Recommendation (COLA) |
|  | 5. 2020 DRAFT Annual Town Meeting Warrant Discussion |
|  | 6. Town Hall Training Schedule |
| 6:50 PM | New Business/Selectmen's Questions |
| 6:55 PM | Approval of Meeting Minutes |
|  | February 18,2020 |
|  | **Executive Session pursuant to MGL Chapter 30A, Section 21A |
|  | Exemption \#3 (Contract Negotiations) Fire Contract; Exemption \#3 (Contract Negotiations) Town Hall/Clerical Union Negotiations Update |

[^0]The Fab 5, which consists of Gabby Holland, LeiLani Harmon, Tyler Bolton, Claire Hefty, and Brianna Byron, is a group of Sophomore students at the Ayer Shirley Regional High School. The group is part of the United Way Youth Venture program, a volunteer program that aims to help teens learn entrepreneurial skills while doing positive volunteer work for their communities. Last year the students collectively decided that they would like the Apple Valley Nursing facility to be the organization that benefited from their work. They are supported by their co-advisers Beth Foley, and Deb Raider and appreciate the full support of Superintendent Dr. Malone.

The group engages in fund raising activities, such as calendar sales, and uses the money to purchase items, such as toiletries, socks and prizes for games, for the patients/residents at Apple Valley. In addition to raising funds the students also volunteer their time at Apple Valley visiting with residents, engaging in social events and playing games with them.

Through this volunteer work the students are learning valuable skills such as financial management and decision-making processes. As well as the understanding the benefits of not only civic engagement through volunteerism but also the benefits that come from inter-generational contact.

## Memorandum

To:
From:
Date:
Board of Selectmen
Carly Antonellis, Assistant Town Manager


Re: $\quad$ Change in Manager Request - Shaker Hills Country Club, Corp.

Greetings,
We have recently received a request for a "Change of Manager" at Shaker Hills Country Club. All Section 12 (pouring/drunk at premises) licensees are required to appoint a Manager, pursuant to G.L. c.138, sec. 26. The manager is an individual, twenty-one years of age or older, who is a citizen of the United States and has "vested in him [or her] by properly authorized and executed written delegation as full authority and control of the premises, described in the license of such corporation, and the conduct of all business therein relative to alcoholic beverages as the [corporate] licensee itself could in any way have and exercise if it were a natural person." This license manager must be satisfactory to both the Alcoholic Beverages Control Commission (ABCC) and Local Licensing Authority (LLA) with respect to his or her character.

With respect to this application, I have sent this to relevant departments (Police, Fire, Board of Health) and no concerns have been brought forward. If you act favorably on this application, it will then be sent to the ABCC for review.

Thank you.

1. BUSINESS ENTITY INFORMATION

| Entity Name | Municipality |
| :---: | :---: |
| Shaker Hills Country Club, Corp. | Ayer, MA |

ABCC License Number
00028-RS-0060

## 2. APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.


## 3A. MANAGER INFORMATION

The individual that has been appointed to manage and control of the licensed business and premises.


## 3B. CITIZENSHIP/BACKGROUND INFORMATION

| Are you a U.S. Citizen?* © Yes ONo *Manager must be U.S. citizen |
| :--- |
| If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers. |
| Have you ever been convicted of a state, federal, or military crime? |
| If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if <br> necessary, utilizing the format below. |


| Date | Municipality | Charge | Disposition |
| :---: | :---: | :---: | :---: |
|  |  |  |  |
|  |  |  |  |

## 3C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

| Start Date | End Date | Position | Employer | Supervisor Name |
| :---: | :--- | :---: | :---: | :---: |
| $07 / 01 / 2016$ | Current | Head Pro/AGM to GM | Shaker Hills Country Club | Frederick Curtis |
| $02 / 01 / 2012$ | $06 / 30 / 2016$ | Assistant Golf Professional | Wollaston Golf Club | Steve Mann |

3D. PRIOR DISCIPLINARY ACTION
Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? OYes ©No If yes, please fill out the table. Attach additional pages, if necessary, utilizing the format below.

| Date of Action | Name of License | State | lity | Reason for suspension, revocation or cancellation |
| :--- | :--- | :--- | :--- | :--- |
|  |  |  |  |  |
|  |  |  |  |  |

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:
Manager's Signature Donde Date 2/11/20

## APPLICANT'S STATEMENT

1, $\frac{\text { Frederick Curtis, Jr. }}{\text { Authorized Signatory }}$ the: $\square_{\text {sole proprietor; }} \square_{\text {partner; }} \boxtimes_{\text {corporate principal; }} \square_{\text {LLC/LLP manager }}$
of $\frac{\text { Shaker Hills Country Club, Corp. }}{\text { Name of the Entity/Corporation }}$
hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:
(1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
(2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
(3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
(4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
(6) I understand that all statements and representations made become conditions of the license;
(7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
(8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
(9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
(10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.


Date:


## CORPORATE VOTE



For the following transactions (Check all that apply):
区 Change of ManagerOther $\square$
"VOTED: To authorize
Frederick Curtis, Jr.
Name of Person
to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

## "VOTED: To appoint

Andrew Jordan
Name of Liquor License Manager
as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,


Corporate Officer /LLC Manager Signature
Fred Curtis
(Print Name)

For Corporations ONLY A true copy attest,

(Print Name)

| Continued Work History - Andrew Jordan |  |  |  |  |
| ---: | :---: | :---: | :--- | :--- |
| Start Date | End Date | Position | Employer | Supervisor Name |
| $1 / 20 / 2011$ | $2 / 1 / 2012$ | Assistant Golf Pro | White Cliffs Country Club | Rick Baptist |
| $4 / 20 / 2006$ | $12 / 31 / 2010$ | Assistant Golf Pro | Blue Hill Country Club | Lou Katsos |



Pamela J. Martin, Business Manager

\author{[^1]}

## MEMORANDUM

Date: $\quad$ March 4, 2020
To: Board of Selectmen
From: Dan Van Schalkwyk, Town Engineer

## Subject: Agenda Items for March 4, 2020 BOS Meeting

1. Execution of Contract for FY2020 Water and Drain Improvements-

General bids for the FY2020 Water and Drain Improvements Project were received at the DPW on February $20^{\text {th }}$. We received 13 bids ranging from $\$ 249,920.00$ to $\$ 474,015.00$ for the base bid. We also included an add alternate for a tree box filter (stormwater BMP) which results in a low bid of $\$ 254,947.52$. The low bidder is Cedrone Corporation. They have performed acceptable work on recent projects they have completed for the DPW.

We recommend executing the contract with Cedrone Corporation for the base bid plus add alternates 1 , a total of $\$ 254,947.52$. The project is funded from water main improvements and storm drain upgrades budgets.

Requested Motion - Vote to execute the Contract with Cedrone Corporation for the FY2020 Water and Drain Improvements Project.
(3 originals for signature by the Board).
2. Central Massachusetts Regional Stormwater Coalition-

The Town of Ayer has joined the Central Massachusetts Regional Stormwater Coalition (CMRSWC). The Coalition is comprised of 31 communities in Central Massachusetts. The Coalition works together to obtain resources to meet the EPA MS4 Stormwater permit such as templates, training, public education/outreach notices, and equipment. The Coalition also stays up to date on permit and regulation changes in the stormwater industry, currently with a seat on the Advisory Council for updates to the Massachusetts Stormwater Handbook.

## SECTION 00300

## FORM FOR GENERAL BID

Ayer Department of Public Works Ayer, Massachusetts
FY2020 Water and Drain Improvements

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

A. The Undersigned proposes to furnish all labor and materials required for the FY2020 Water and Drain Improvements in Ayer, Massachusetts, in accordance with the accompanying plans and specifications prepared by The Ayer DPW for the contract price specified below, subject to additions and deductions according to the terms of the specifications.
B. This bid includes addenda

Number Dated

$\qquad$
C. BASE BID -The proposed contract price for the Base Bid including Bid Items 1
through 16 complete is
Two fIfty Four Thousand Eight Hundred $\frac{\text { Forty Seven and Fifty Two cents }}{\text { (in Words) }}$ dollars ( $\frac{254,847,52}{\text { (in Figures) }}$ ).
D. ADD ALTERNATE-The proposed contract price for the Add Alternate including Bid

(in Words)

(in Figures)
E. The subdivision of the proposed contract price is as follows:

BASE BID




167 Each Precast Concrete Catch Basin The Sum of \$Four Thousand Dollars zero Cents Each


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


## ADD ALTERNATE

| Item | Quantity* | Brief Description of Item <br> No. | with Unit Bid Price in Words | Unit Bid |
| :---: | :---: | :---: | :---: | :---: | | Amount |
| :---: |
| In Figures |$\quad$ ln Figures |  |
| :--- |

Al 1 Each Tree Box Filter
The Sum of \$ One Hundred

$\$ 100.00$ Each

* Indeterminate quantities assumed for comparison of bids. Quantities are not guaranteed. Payment will be based on actual quantities installed/constructed.
G. The undersigned agrees that, if selected as general contractor, he/she will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all, the Contract Documents as prepared by The Ayer Department of Public Works and dated April 2018 have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

The time period for holding bids, where Federal approval is not required is 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

The Bid Security accompanying this Bid shall be in the amount of 5 percent of the Bid. The Bid Security shall be sealed in a separate envelope from the Bid and then attached to the envelope containing the Bid.

If a Notice of Award accompanied by at least six unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within thirty days, excluding Saturdays, Sundays, and legal holidays after the actual date of the opening of the General Bids, the undersigned will within five days, excluding Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

The undersigned hereby agrees that the Contract Time shall commence twenty days following the Effective Date of the Agreement and that the Work will be substantially complete and completed and ready for final payment in accordance with paragraph the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. Work will be substantially complete within $\mathbf{1 0 0}$ calendar days after the date when the Contract Time commences to run provided in the General Conditions and completed and ready for final payment within $\mathbf{1 3 0}$ calendar days after the date when the Contract Time commences to run. The undersigned further understands that delays in completion of the Work will cause the OWNER to suffer damages and incur substantial costs, and will expose the OWNER to other substantial liabilities, and that if the selected Contractor shall neglect, fail or refuse to achieve

Substantial Completion or final completion of the Work within the times specified above, as such times may be extended pursuant to the provisions of the Contract Documents, the OWNER will hold the selected Contractor strictly liable for all such damages and any other damages, costs, expenses or liabilities sustained or incurred by the OWNER arising out of such delays, as further provided in the Agreement, or for any delay in achieving any other milestones set forth in the Contract Documents in accordance with the terms of the Agreement. The undersigned accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time in the amount of $\$ 500$ per day after substantial completion time limits and $\$ 500$ per day after final completion time limits.

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the work in its entirety in the manner and under the conditions required.

In comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. After determination of the Successful Bidder based on the responsiveness, responsibility, and other Factors set forth in the Instructions, the award may be made to said Successful Bidder on its Base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

The undersigned agrees that extra work, if any, will be performed in accordance with Article 10 of the General Conditions of the Contract and will be paid for in accordance with Article 11 of the General Conditions of the Contract.

The bidding and award of this Contract will be in accordance with M.G.L. Chapter 30, Section 39M.

The undersigned must furnish a 100 percent Performance Bond and a 100 percent Payment Bond with a surety company acceptable to OWNER.

Where indicated for amounts to be shown in both words and figures, in case of discrepancy, the amount shown in words shall govern.

The following documents are attached to and made a condition of this Bid:
(a) This Bid Form in its Entirety,
(b) Required Bid Security.
(c) Required Experience Statement (Section 00405) with supporting data.

## CERTIFICATIONS

Pursuant to M.G.L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he/she will comply fully with all laws and regulations.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section Twenty-nine F of Chapter Twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.


Social Security Number or Federal Identification Number

$\qquad$ , 20

## An Individual

By (Individual's Name) $\qquad$
(SEAL)
doing business as $\qquad$
Business address: $\qquad$
Phone No.: $\qquad$

## A Partnership

By (Firm Name) $\qquad$
(SEAL)
(General Partner) $\qquad$
Business address: $\qquad$
Phone No.: $\qquad$

## A Corporation



Attest (Secretary)
Business address: 12 Haley St N. Billerica, MA O/862 Phone No.: (978) 804-9656

## A Joint Venture

By (Name) (SEAL) (Address)
Phone No.: $\qquad$
By (Name) $\qquad$ (SEAL)
(Address) $\qquad$
Phone No.: $\qquad$
By (Name) $\qquad$ (SEAL)
(Address) $\qquad$
(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

# SECTION 00510 

## AGREEMENT

THIS AGREEMENT is by and between
The Town of Ayer, Massachusetts ("Owner") and

Cedrone Corp ("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:

The Base Bid of the work involves the installation of ductile iron (DI) water main in High Street from Holmes Street to Winthrop Avenue. The work includes the replacement of water mains and appurtenances, hydrant assemblies, house service connections, temporary water main, and interconnections with other streets within the limits of work. The drainage work includes replacement of drainage infrastructure and installation of new drainage infrastructure including pipes, appurtenances and catch basins. Add Alternate 1 includes the installation and connection of the tree box filter to the drainage system.

## ARTICLE 2 - THE PROJECT

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

The Base Bid and Add Alternate 1 in accordance with the Contract Documents for the Project.

## ARTICLE 3 - ENGINEER

3.01 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 4 - CONTRACT TIMES

4.01 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.

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 130 days after the date when the Contract Times commence to run.

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 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 5.01 A .
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.

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 $\quad 98$ percent of the Work completed, less such amounts as Engineer shall determine in accordance with the General Conditions.
A. Upon final completion and acceptance of the Work in accordance with the General Conditions and the Supplementary Conditions, Owner shall pay the remainder of the Contract Price as recommended by the Engineer and as provided in the General Conditions, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

## ARTICLE 7 - INTEREST

7.01 Not Applicable

## ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:
A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).
E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
J. The Contract Documents are generally enough to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 - CONTRACT DOCUMENTS

Contents
A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 5 , inclusive).
2. Performance bond and Payment bond
3. General Conditions
4. Supplementary Conditions
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings consisting of $\underline{8}$ sheets with each sheet bearing the following general title: FY2020 Water and Drain Improvements.
7. Addenda (numbers $\underline{1}$ to $\underline{2}$, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
a. Contractor's Bid (pages 00300-1 to 00300-8, inclusive).
b. Documentation submitted by Contractor prior to Notice of Award (pages $\qquad$ to $\qquad$ , inclusive).
c. $\qquad$ -.
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
a. Notice to Proceed (pages $\qquad$ to $\qquad$ , inclusive).
b. Work Change Directives.
c. Change Order(s).
B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
C. There are no Contract Documents other than those listed above in this Article 9.
D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 - MISCELLANEOUS

### 10.01 Terms

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

### 10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
10.03 Successors and Assigns
A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

## 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 $\qquad$ .

OWNER:
Board of Selectmen
Town of Ayer
Ayer, Massachusetts

By:
Title: Chairman
By: $\qquad$
Title: Member

By: $\qquad$
Title: Member
[CORPORATE SEAL]

Approved:


Address for giving notices:


## CONTRACTOR

By:


Title:


Attest:

Title:

Address for giving notices:
$\qquad$
$\qquad$
$\qquad$
Agent for service of process:
(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

## MEMORANDUM

DATE: February 28, 2020
TO: Ayer Board of Selectmen
FROM: Robert A. Pontbriand R.a.P.
Town Manager
SUBJECT: Town Manager's Report for the March 4, 2020 Board of Selectmen's Meeting
Dear Honorable Selectmen,
I am pleased to transmit to you the following Town Manager's Report for the March 4, 2020 Board of Selectmen's Meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

## Administrative Update/Review of Town Warrant(s):

- I will provide a brief Administrative Update on the various activities, initiatives, and projects of the Administration since the Board of Selectmen last met on February 18, 2020.
- Review of Town Warrant(s):

I have reviewed, approved and signed the following Town Warrants since the Board of Selectmen last me on February 18, 2020:

Accounts Payable Warrant \#20-16 in the amount of $\$ 555,661.83$ was reviewed, approved and signed on February 18, 2020.

Payroll Warrant \#20-17 in the amount of \$343,321.99 was reviewed, approved and signed on February 25, 2020.

## Appointments - Council on Aging Board of Directors:

- I hereby recommend that the Board of Selectmen appoint Ms. Carol Tillis of Ayer to the Ayer Council of Aging Board of Directors for an unexpired 3-year term (Term expires on June 30, 2021).


## FY 2021 Budget Update:

- Please refer to the attached DRAFT \#2 of the FY 2021 Budget which includes the NVTHS and ASRSD School Assessments. As the Selectmen are aware the DRAFT FY 2021 Budget remains a work in progress. I will provide a brief overview of the attached DRAFT \#2 highlighting the changes since DRAFT \#1 as well as the
remaining items to be finalized at the Selectmen's Meeting and answer any questions from the Selectmen. Please note that I will also be giving a detailed presentation of the FY 2021 Budget at the Second Public Budget Forum on March 9, 2020 at 6pm to a Joint Meeting of the Board of Selectmen and Finance Committee. (See Attached)


## FY 2021 Cost of Living Recommendation (COLA):

- I would like to discuss with the Board of Selectmen, the Administration's recommendation for a two percent (2\%) Cost of Living Adjustment (COLA) for FY 2021 for all Non-Union Personnel. The estimated budget impact of this recommendation on the FY 2021 Budget as calculated by the Finance Director would be $\$ 40,799$.
- This recommendation as in previous years is based on the following metrics: The Consumer Price Index for our region which has increased by $2.2 \%$ since last year; the Social Security Benefits Index which are increasing by $1.6 \%$ for Calendar Year 2020; a survey of neighboring communities conducted by the Benefits and Payroll Office; and the Massachusetts Municipal Human Resources Association's COLA survey. Additionally, I would point out that all of Ayer's Collective Bargaining Agreements include a 2\% COLA adjustment for FY 2021.
- I will be joined by Mr. Kevin Johnston, Benefits and Payroll Manager to discuss this recommendation with the Board. Please see the attached Memo prepared at my request by Mr. Johnston regarding this recommendation. (See Attached)


## DRAFT 2020 Annual Town Meeting Warrant Discussion:

- I would like to provide a brief overview presentation for the Board regarding the DRAFT 2020 Annual Town Meeting Warrant and to answer any questions from the Board. As the Board is aware the Annual Town Meeting Warrant officially closes on Friday, April 3, 2020 which is the deadline for all Warrant Articles as well as Citizens Petitions due to the Town Clerk. The BOS and Fin Com are scheduled to review and approve the Warrant at the Board of Selectmen's Meeting on Tuesday, April 7, 2020.
- To facilitate the overview presentation and discussion with the Board of Selectmen, please review the attached Memo. (See Attached)


## Town Hall Training Schedule:

- I would like to briefly discuss with the Board of Selectmen a proposal to have an Annual Town Hall Training Schedule which would provide Town Hall Employees with various safety, job-related, and customer service training topics on a quarterly basis. In order to maximize the participation and effectiveness of these trainings, I would like to periodically (a maximum of 4 times a year) close Town Hall for a couple of hours with significant advance notice to the Public for the purposes of having these important staff development trainings. A similar model has been implemented with success in other Towns and all School Districts have implemented staff development days (we are proposing staff development hours). I look forward to further discussing this proposal with the Board.

Thank you.

Attachments: DRAFT \#2 of the FY 2021 Budget
Cost of Living Adjustment (COLA) for Non-Union Personnel for FY 2021 Memo
Summary Memo of Proposed/DRAFT 2020 Annual Town Meeting Warrant Articles


| general fund |  |  | FY2017 Actuals | FY2018 ACTUALS | FY2019 Actuals | FY2020 Actuals | Fy2020 <br> budget | FY2021 request | Dollar Incr (Decr) | Percent lncr (Derr) DEPARTMENT COMMENTS |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1135 | 51100 | town accountant salary | 99,848.16 | 103,727.77 | 106,504.49 | 37,453.52 | 108,615.00 | 108,615.00 | 0.00 | 0.00\% Grade 14, step 11; stepped out since FY2014; contract expires 6/30/2020 |
| 1135 | 51110 | town acct asist-wages | 48,295.49 | 60,047.32 | 54,949.28 | 19,749.61 | 57,274.00 | 58,568.00 | 1,294.00 | 2.26\% Grade 5 , Step 5 in FY2021; 528.05 per hour; union contract expires 6/30/2020 |
| 1135 | 51120 | assistant wages | 1,218.11 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00\% |
| 1135 | 51140 | Longevity | 1,490.00 | 2,050.00 | 750.00 | 0.00 | 750.00 | 750.00 | 0.00 | 0.00\% maxed out on longevity since FY2018 |
| ${ }^{1135}$ | 5150 | college incentive | 4,973.28 | 5.072 .08 | 5,174.00 | 0.00 | 5,278.00 | 5,278.00 | 0.00 | 0.00\% 5\% of pay per personal sevices contract |
| 1135 | 52000 | services | 2,520.90 | 5,317.08 | 5,122.52 | 1,174.88 | 3,000.00 | 4,300.00 | 1,300.00 | 43.33\% based on 3 year average FY17-FY19 |
| ${ }^{1135}$ | 53000 | professional services | 0.00 | 8,400.00 | 0.00 | 0.00 | 8,400.00 | 8,400.00 | 0.00 | $0.00 \%$ arbitrage \& OPEB updates |
| 1135 | 53020 | audit services | 27,974.40 | 27,000.00 | 20,998.00 | 800.00 | 22,000.00 | 22,000.00 | 0.00 | 0.00\% per the contract, assuming the single audit act is not tiggered |
| ${ }_{1135}$ | 54000 | SUPPLES | 0.00 | 0.00 | 12.55 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00\% |
| 1135 | 54200 | OFFICE SUPPLIES | 463.18 | 235.85 | 340.28 | 96.02 | 500.00 | 500.00 | 0.00 | 0.00\% |
| 1135 | 57000 | Other charges \& Expenses | 471.83 | 1,144.47 | 1,398.17 | 285.00 | 1,500.00 | 1,500.00 | 0.00 | 0.00\% training for Accountant \& Assistant Accountant |



| $\overline{\text { Total }}$ | BOARD OF ASSESSORS |  | 178,861.36 | 171,736.83 | 180,438.52 | 55,259.36 | 186,778.00 | 190,776.00 | 3,998.00 | 2.14\% |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 01145 C | treasurertax collector |  |  |  |  |  |  |  |  |  |
| 01145 C | 51100 | treasurer/tax colltr wages | 78,481.66 | 79,552.92 | 74,202.17 | 26,720.28 | 77,481.00 | 79,360.00 | 1,879.00 | 2.43\% step only; Grade 12, step 6 plus education stipend |
| 01145 C | 51110 | Assist collector wages | 54,898.45 | 65,001.69 | 49,047.12 | 18,475.20 | 53,578.00 | 54,789.00 | 1,21.00 | 2.26\% step only; Grades, step2; cerical union contrat expires 6/30/2020 |
| 011450 | 51130 | part-time staff wages | 0.00 | 0.00 | 17,209.25 | 5,586.85 | 22,663.00 | 23,168.00 | 505.00 | 2.23\% step only; Grade 3 , step 7 ; clerical union contract expires 6/30/2020 |





| general fund |  |  | $\begin{aligned} & \text { FY2017 } \\ & \text { Actuals } \end{aligned}$ | $\begin{gathered} \text { FY2018 } \\ \text { ACTUALS } \end{gathered}$ | $\begin{aligned} & \text { FY2019 } \\ & \text { ACTUALS } \end{aligned}$ | $\begin{gathered} \text { FY2020 } \\ \text { ACTUALS } \end{gathered}$ | $\begin{aligned} & \text { FY2020 } \\ & \text { BUDGET } \end{aligned}$ | $\begin{aligned} & \text { FY2021 } \\ & \text { REQUEST } \end{aligned}$ | Dollar Incr (Decr) | Percent Incr (Decr) |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 119252000 A |  | services (advocates) | 288.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00\% |  |
| $119252000 \%$ |  | SERVICES (FIRE) | 1,150.00 | 1,672.00 | 1,551.50 | 796.33 | 3,000.00 | 3,000.00 | 0.00 | 0.00\% |  |
| 1192 52000P |  | SERVICES (POLICE) | 2,880.00 | 1,473.50 | 1,553.00 | 562.00 | 1,000.00 | 1,000.00 | 0.00 | 0.00\% |  |
| 1192 | 52100 | heat (town hall) | 12,310.17 | 14,847.69 | 20,459.01 | 498.04 | 20,000.00 | 20,000.00 | 0.00 | 0.00\% |  |
| 119252100 A |  | UTLITES (ADVOCATES) | 1,358.35 | 114.95 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00\% |  |
| $119252100 F$ |  | Heat (IIRE) | 8,848.02 | 13,36,98 | 15,569.98 | 1,313.12 | 15,600.00 | 15,600.00 | 0.00 | 0.00\% |  |
| 119252100 P |  | Heat (POLICE) | 7,844.39 | 11,276.19 | 12,842.80 | 525.59 | 13,000.00 | 13,000.00 | 0.00 | 0.00\% |  |
| 1192 | 52200 | ELECTRIC (town hall) | 10,58.60 | 11,727.94 | 12,729.46 | 4,161.77 | 14,000.00 | 14,000.00 | 0.00 | 0.00\% |  |
| 119252200 A |  | electric advocates bulling | 696.28 | 156.38 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00\% | - |
| $119252200 \%$ |  | ELECTRIC (FIRE) | 16,205.51 | 15,940.61 | 15,942.94 | 7,503.44 | 19,000.00 | 19,000.00 | 0.00 | 0.00\% |  |
| 1192522008 |  | ELECTRIC (POLICE) | 13,331.06 | 11,354.92 | 11,436.50 | 5,397.62 | 17,000.00 | 17,000.00 | 0.00 | 0.00\% | - |
| $119252200 w$ |  | ELECTRIC-old fire | 407.70 | 387.09 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00\% |  |
| 1192 | 52400 | VEndor rem -town hall | 26,341.06 | 29,264.64 | 32,111.82 | 13,978.17 | 25,000.00 | 35,000.00 | 10,000.00 | 40.00\% |  |
| 119252400 A |  | REPAIRS \& MAINT-AdVocates | 2,880.92 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00\% | - |
| $119252400 \%$ |  | Vendor ram-ire | 12,843.29 | 16,608.23 | 22,183.39 | 12,413.99 | 18,600.00 | 23,000.00 | 4,400.00 | 23.66\% |  |
| 119252400 P |  | VENDOR R\&M-POLICE | 11,729.52 | 13,902.62 | 15,691.33 | 1,995.27 | 18,600.00 | 18,600.00 | 0.00 | 0.00\% |  |
| 119252400 W |  | VENDor r\&m-old fire station | 0.00 | 5,114.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00\% |  |
| 1192 | 52420 | maintenance serv (town hall) | 5.589.25 | 11,387.46 | 3,005.25 | 3.638.00 | 6,000.00 | 6,000.00 | 0.00 | 0.00\% |  |
| 119252420 F |  | maintenance serv (fire) | 5,432.46 | 6,411.55 | 4,236.50 | 4,020.00 | 6,000.00 | 6,000.00 | 0.00 | 0.00\% | - |
| 1192 52420P |  | malitenance serv (police) | 2,783.80 | 2,660.03 | 2,166.75 | 2,121.97 | 3,800.00 | 3,800.00 | 0.00 | 0.00\% |  |
| 1192 | 52600 | GroundskEep'g service town hal | 2,053.00 | 3,770.00 | 3,600.50 | 355.00 | 2,600.00 | 4,000.00 | 1.400.00 | 53.85\% |  |
| 119252600 P |  | GROUNDSKEEPING-POLICE | 956.00 | 1,372.00 | 4,605.22 | 89.00 | 2,500.00 | 3,000.00 | 500.00 | 20.00\% | - |
| 119252900 P |  | waste removal police | 1.037.58 | 1,088.31 | 1,209.74 | 327.21 | 1,600.00 | 1,600.00 | 0.00 | 0.00\% |  |
| 1192 | 53041 | phone (town hall) | 4,193.10 | 4,091.87 | 4,123.20 | 1,323.45 | 6,000.00 | 5,000.00 | (1,000.00) | -16.67\% |  |
| 1192 | 53400 | communications (CELL Chuck) | 954.36 | 1,191.16 | 1,347.03 | 461.04 | 875.00 | 1,300.00 | 425.00 | 48.57\% |  |
| 1192 | 54000 | supples (town hall) | 1,496.24 | 5,220.43 | 7,536.62 | 1,187.33 | 4,880.00 | 6,000.00 | 1,120.00 | 22.95\% |  |
| $119254000 \%$ |  | SUPPLIES (IIRE) | 146.16 | 3,089.07 | 1,942.36 | 1,441.01 | 2,70.00 | 2,700.00 | 0.00 | 0.00\% | - |
| 119254000 P |  | SUPPLIES (POLICE) | 4,080.82 | 5,725.29 | 5,956.54 | 1,896.89 | 5,000.00 | 5,000.00 | 0.00 | 0.00\% |  |
| 1192 | 54100 | CLOTHING SUPPLIES | 0.00 | 0.00 | 213.37 | 0.00 | 200.00 | 600.00 | 400.00 | 200.00\% | - |
| 1192 | 54200 | OFFICE SUPPLIES | 105.97 | 150.08 | 47.48 | 236.73 | 200.00 | 200.00 | 0.00 | 0.00\% | - |
| 1192 | 54300 | Tools | 0.00 | 0.00 | 0.00 | 624.71 | 0.00 | 500.00 | 500.00 | 100.00\% |  |
| 1192 | 54320 | bldg rer supplies (town hall) | 1,453.86 | 1,106.45 | 8.072 .60 | 1,928.60 | 4,000.00 | 6,000.00 | 2,000.00 | 50.00\% | - |
| $119254320 A$ |  | bldg repairs (advocates) | ${ }^{11.80}$ | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00\% | - |
| 119254320 F |  | bldg rpr supplies (FIRE) | 1,285.18 | 903.91 | 2,368.34 | 273.46 | 2,000.00 | 2,500.00 | 500.00 | 25.00\% | - |
| 119254320 P |  | bLDG RPR SUPPLIES (POLICE) | 2,029.14 | 4,253.20 | 2,029.83 | 1,145.42 | 2,000.00 | 2,500.00 | 500.00 | 25.00\% | - |
| 1192 | 57000 | OTHER CHARGES | 182.98 | 449.07 | 1,633.20 | 704.05 | 1,960.00 | 2,800.00 | 840.00 | 42.86\% | to provide |
| 1192 | 58300 | a/C 911 computer room police | 0.00 | 4,950.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00\% | - |
| 1192 | 58350 | Police-Fence repair | 0.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 0.00 | (5,000.00) | -100.00\% | - |
| 1192 | 58400 | POLICE \& FIIE LOTS SEAL \& PAIN | 0.00 | 8,800.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00\% |  |
| 1192 | 58500 | Police-Admin office carpet | 0.00 | 4,010.40 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00\% |  |
| 1192 | 58600 | FIRE COMMAND/DAY ROOM CARPET | 0.00 | 0.00 | 3,502.60 | 1,654.50 | 1,500.00 | 0.00 | (1,500.00) | -100.00\% | - |


| general fund |  |  | FY2017 ACTUALS | FY2018 actuals | FY2019 ACTUALS | FY2020 ACTUALS | Fr2020 BUDGET | $\begin{aligned} & \text { FY2021 } \\ & \text { REQUEST } \end{aligned}$ | Dollar Incr (Decr) | Percent Incr <br> (Decr) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1192 | 58650 | FIRE Floor entry area | 0.00 | 0.00 | 0.00 | 0.00 | 3,000.00 | 0.00 | (3,000.00) | -100.00\% |
| 1192 | 58800 | th-Led main directory | 0.00 | 0.00 | 2,959.47 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00\% |
| 1192 | 58900 | th-various palnting | 0.00 | 0.00 | 4,917.20 | 4,135.77 | 5,000.00 | 0.00 | (5,000.00) | -100.00\% |
| 1192 | 58950 | th-hvac system update | 0.00 | 0.00 | 0.00 | 0.00 | 9,500.00 | 0.00 | (9,500.00) | -100.00\% |
| TTTAL PUBLC BLDGS \& PROP MA |  |  | 269,143.33 | 332,510.42 | ${ }^{340,162.37}$ | 116,881.74 | 359,669.00 | 359,968.00 | 299.00 | 0.08\% |
| 1193 general insurance |  |  |  |  |  |  |  |  |  |  |
| 1193 | 57400 | workers compensation ins | 46,991.16 | 54,420.00 | 46,132.00 | 46,132.00 | 47,516.00 | 57,891.00 | 10,375.00 | 21.83\% Increased b |
| 1193 | 57410 | Fire/police acc liab ins | 120,470.00 | 31,179.87 | 37,762.18 | 42,747.00 | 56,500.00 | 59,32.00 | 2,825.00 | 5.00\% Increased b |
| 1193 | 57430 | fire casualty labilit | 117,909.44 | 135,700.48 | 108,017.58 | 112,706.68 | 108,821.00 | 114,262.00 | 5.441 .00 | $5.00 \%$ Increased b |
| $\overline{\text { TOTAL }}$ GENERAL INSURANCE |  |  | 285,370.60 | 221,300.35 | 191,911.76 | 201,585.68 | 212,837.00 | 231,478.00 | 18,641.00 | 8.76\% |
| 1210 POLICE Departuent |  |  |  |  |  |  |  |  |  |  |
| 1210 | 51100 | Police dept-salaries | 1,864,604.80 | 1,975,36.76 | 2,099,081.08 | 725,045.31 | 2,347,783.00 | 2,46,227.00 | 113,44.00 | 4.83\% CBAs |
| 1210 | 51300 | POLICE DEPT-OVERTIME | 168,385.16 | 194,474.21 | 177,099.11 | 51,073.68 | 261,974.00 | 261,974.00 | 0.00 | 0.00\% |
| 1210 | 51310 | police dept-court time | 15,206.46 | 12,619.06 | 13,877.98 | 4,283.88 | 16,000.00 | 16,000.00 | 0.00 | 0.00\% |
| 1210 | 51320 | training overtime | 20,642.56 | 15,366.96 | 23,58.64 | 3,922.84 | 12,000.00 | 12,000.00 | 0.00 | 0.00\% |
| 1210 | 51900 | CLothing | 0.00 | 0.00 | 0.00 | 0.00 | 40.00 | 400.00 | 0.00 | 0.00\% |
| 1210 | 51901 | clothing- crumpton | 1,250.00 | 1,249.64 | 1,241.79 | 422.92 | 1,250.00 | 1,250.00 | 0.00 | 0.00\% |
| 1210 | 51902 | CLOTHING- LCCIER | 462.00 | 1,083.45 | 990.00 | 0.00 | 1,250.00 | 1,250.00 | 0.00 | 0.00\% |
| 1210 | 51903 | clothing - CHIEF | 757.93 | 986.77 | 1,537.74 | 367.91 | 1,563.00 | 1,563.00 | 0.00 | 0.00\% |
| 1210 | 51904 | clothing- Maliel (was hadley) | 0.00 | 0.00 | 289.90 | 0.00 | 40.00 | 400.00 | 0.00 | 0.00\% |
| 1210 | 51905 | CLothing-davis | 0.00 | 0.00 | 804.00 | 1,122.00 | 1,250.00 | 1,250.00 | 0.00 | 0.00\% |
| 1210 | 51906 | CLOTHING- KULARSKI | 1,563.00 | 1.561.40 | 1.555.93 | 0.00 | 1,563.00 | 1,563.00 | 0.00 | 0.00\% |
| 1210 | 51907 | clothing- Cunningham | 1,249.90 | 1,250.90 | 1,229.00 | 102.00 | 1,250.00 | 1,250.00 | 0.00 | 0.00\% |
| 1210 | 51908 | CLOTHING-HERRSTROM | 368.96 | 392.94 | 400.00 | 0.00 | 400.00 | 400.00 | 0.00 | 0.00\% |
| 1210 | 51909 | CLOTHING-BRISEETTE | 360.61 | 40.00 | 286.99 | 151.97 | 400.00 | 400.00 | 0.00 | 0.00\% |
| 1210 | 51910 | clothing- callahan | 1,250.00 | 0.00 | 0.00 | 0.00 | 1,250.00 | 1,250.00 | 0.00 | 0.00\% |
| 1210 | 51911 | clothing-harty | 906.86 | 1,223.00 | 1,263.89 | 621.69 | 1,250.00 | 1,250.00 | 0.00 | 0.00\% |
| 1210 | 51912 | Clothing-Pearson | 899.44 | 1,237.43 | 1,168.90 | 419.99 | 1,250.00 | 1,350.00 | 100.00 | 8.00\% |
| 1210 | 51913 | CLOTHING-AARHIGHT | 1,560.59 | 1,368.79 | 1,563.00 | ${ }^{634.30}$ | 1,563.00 | 1,563.00 | 0.00 | 0.00\% |
| 1210 | 51914 | CLOTHING-FICHTER | 1,235.00 | 1,200.44 | 1,250.00 | 7.68 | 1,250.00 | 1,250.00 | 0.00 | 0.00\% |
| 1210 | 51915 | clothing- cote | 1,248.85 | $1,192.95$ | 1,232.47 | ${ }^{341.87}$ | 1,250.00 | 1,350.00 | 100.00 | 8.00\% |
| 1210 | 51916 | CLothing-PREST | 0.00 | 0.00 | 0.00 | 472.46 | 400.00 | 400.00 | 0.00 | 0.00\% |
| 1210 | 5197 | CLothing-rogers | 832.95 | 0.00 | 1,388.16 | 400.84 | 1,250.00 | 1,250.00 | 0.00 | 0.00\% |
| 1210 | 51918 | CLITHING- HERON | ${ }^{312.39}$ | 0.00 | 0.00 | 0.00 | 1,250.00 | 1,250.00 | 0.00 | 0.00\% |
| 1210 | 51919 | CLothing- macoonald | 1,250.00 | 1,250.00 | 1,250.00 | 475.68 | 1,250.00 | 1,350.00 | 100.00 | 8.00\% |
| 1210 | 51920 | clothing-scott | 0.00 | 775.95 | 1,128.95 | 0.00 | 1,250.00 | 1,250.00 | 0.00 | 0.00\% |
| 1210 | 51921 | clothing-igelow | 1,250.00 | 1,245.98 | 1,250.00 | 415.00 | 1,250.00 | 1,250.00 | 0.00 | 0.00\% |


| general fund |  |  | FY2017 ACtuals | Fy2018 Actuals | Fr2019 Actuals | FY2020 actuals | FY2020 <br> budget | Fr2021 request | Dollar Incr (Decr) | Percent Incr (Decr) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1210 | 51922 | CLOTHING- Pt Non region | 0.00 | 0.00 | 96.00 | 0.00 | 150.00 | 150.00 | 0.00 | 0.00\% |
| 1210 | 51923 | CLothing-gill | 1,250.00 | 1,249.84 | 1,250.00 | 0.00 | 1,250.00 | 1,750.00 | 500.00 | 40.00\% |
| 1210 | 51925 | CLOTHING-EDMONDS | 1,250.00 | 1,249.64 | 1,172.75 | 203.00 | 1,250.00 | 1,350.00 | 100.00 | 8.00\% |
| 1210 | 51926 | clothina-mcnulty | 0.00 | 45.00 | 316.99 | 231.99 | 400.00 | 400.00 | 0.00 | 0.00\% |
| 1210 | 51927 | clothing-Gooowin | 0.00 | 0.00 | 0.00 | 0.00 | 400.00 | 400.00 | 0.00 | 0.00\% |
| 1210 | 51928 | clothing-LANSING | 0.00 | 533.83 | 791.09 | 0.00 | 1,250.00 | 1,250.00 | 0.00 | 0.00\% |
| 1210 | 52000 | services | 26,923.20 | 12,499.39 | 25,419.31 | 773.56 | 0.00 | 0.00 | 0.00 | 0.00\% |
| 1210 | 52400 | police-vehic maint/Repalr | 14,166.09 | 15,806.70 | 13,053.06 | 5,433.50 | 13,000.00 | 13,000.00 | 0.00 | 0.00\% |
| 1210 | 52440 | EQuIPMENT REPAIR | 8,729.08 | 1,515.00 | 5,065.66 | 974.03 | 7,000.00 | 7,000.00 | 0.00 | 0.00\% |
| 1210 | 53021 | PoLICE-PHYSICAL EXAM | 2,260.00 | 3,182.20 | 2,958.94 | 0.00 | 1,000.00 | 1,000.00 | 0.00 | 0.00\% |
| 1210 | 53200 | police-training | 10,508.00 | 7,975.14 | 10,632.00 | 2,990.83 | 9,000.00 | 9,000.00 | 0.00 | 0.00\% |
| 1210 | 53400 | police-communications | 14,174.07 | 15,821.13 | 17,131.37 | 5,933.98 | 13,240.00 | 13,240.00 | 0.00 | 0.00\% |
| 1210 | 53401 | police-radio repair | 180.00 | 3,232.13 | 0.00 | 0.00 | 760.00 | 0.00 | (760.00) | -100.00\% |
| 1210 | 53402 | police-maint agreement | 27,743.87 | 33,266.74 | 34,393.94 | 23,602.87 | 54,150.00 | 74,851.00 | 20,701.00 | 38.23\% Contractor imposed increases |
| 1210 | 53800 | POLICE-Photography | 0.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 1,000.00 | 0.00 | 0.00\% |
| 1210 | 54000 | SUPPLIES | 39,303.66 | 26,36.34 | 35,236.49 | 1,587.45 | 14,585.00 | 18,297.00 | 3,712.00 | 25.45\% |
| 1210 | 54200 | OFFICE SUPPLIES | 10,627.82 | 22,727.02 | 2,196.41 | 1,902.75 | 3,800.00 | 3,800.00 | 0.00 | 0.00\% |
| 1210 | 54800 | VEHICLE SUPPLIES | 5,900.35 | 3,652.85 | 1,666.33 | 1.975.59 | 5,000.00 | 5,000.00 | 0.00 | 0.00\% |
| 1210 | 54900 | PRISONER SUPPLIES | 4.68 | 1,112.65 | 0.00 | 0.00 | 800.00 | 800.00 | 0.00 | 0.00\% |
| 1210 | 55821 | dues/subscriptions | 5,258.00 | 5,227.70 | 13,998.02 | 8,631.00 | 10,800.00 | 10,800.00 | 0.00 | 0.00\% |
| 1210 | 55890 | conferences | 2,143.80 | 2,855.75 | 3,586.20 | 1,064.68 | 5,100.00 | 5,100.00 | 0.00 | 0.00\% correction approved by Chief 12/16/19 |
| 1210 | 57000 | OTHER Charges \& Expenses | 2,488.75 | 2,577.70 | 2,988.63 | 539.74 | 0.00 | 0.00 | 0.00 | 0.00\% |
| 1210 | 57410 | college reimbursement | 1,621.30 | 1,335.00 | 23,629.00 | 0.00 | 25,700.00 | 27,60.00 | 1,900.00 | 7.39\% CBA \& Deputy |
| 1210 | 58590 | Cruiser | 39,000.00 | 43,403.35 | 45,064.50 | 44,363.69 | 49,800.00 | 49,800.00 | 0.00 | 0.00\% |
| 1210 | 58700 | ADD'L Cost radio infrastucture | 0.00 | 0.00 | 6,770.97 | ${ }^{11,698.63}$ | 0.00 | 0.00 | 0.00 | 0.00\% |

$\begin{array}{lll}2,299,130.13 & 2,419,781.13 & 2,490,725.19\end{array}$







[^2]




[^3]

# Town of Ayer <br> Benefits and Payroll Department 

## Memorandum

Date: February 26, 2020

To: Robert Pontbriand, Town Manager

From:
Kevin A. Johnston KAS

Subject: Cost of Living Adjustment (COLA) for Non-Union Personnel for FY 2021

To assist in the annual COLA recommendation for Non-Union Personnel for the FY 2021 budget, I am providing the following information for your consideration:

- The Consumer Price Index (CPI) for the Boston-Cambridge-Newton area has increased $2.2 \%$ from one year ago. (Bureau of Labor Statistics CPI Boston-Cambridge-Newton, including all of Middlesex County, news release February 2020)
- Responses from a survey of neighboring communities conducted by the Benefits and Payroll Office are:
- 1 community more than $2.5 \%$ (Stow)
- 4 communities at $2 \%$ (Lancaster, Groton, Lunenburg, Bolton)
- 4 communities less than 2\% (Clinton, Harvard, Pepperell, Shirley)
- The Massachusetts Municipal Human Resources Association (MMHR) COLA survey of communities includes:
- 10 communities more than $2 \%$
- 18 communities at $2 \%$
- 3 communities less than 2\%
- Social Security Benefits are increasing 1.6\% in CY 2020
- Ayer's Collective Bargaining Agreements include 2\% COLA adjustments for FY 2021

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

Thank you.

## MEMORANDUM

DATE: February 28, 2020
TO: Ayer Board of Selectmen
FROM: Robert A. Pontbriand
Town Manager

## SUBJECT: Summary of Proposed/DRAFT 2020 Annual Town Meeting Warrant Articles

Dear Honorable Selectmen,
I look forward to discussing the proposed/DRAFT Annual Town Meeting Warrant as of February 28, 2020 with Board at the March 4, 2020 BOS Meeting. As the Board is aware the Annual Town Meeting Warrant remains a work in progress. The deadline for all Warrant Articles and Citizens Petitions is 12pm on Friday, April 3, 2020. The final warrant will be reviewed and approved by the Board of Selectmen on April 7, 2020. To facilitate the discussion on March 4, 2020, I am pleased to provide the following summary of the proposed/DRAFT 2020 Annual Town Meeting Warrant.

Please note that at this time there are no known Prior Year Bills or Supplemental Appropriations needed. Additionally, there are no Citizens Petitions currently.

If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.
Summary of Proposed 2020 Annual Town Meeting Warrant Articles (as of February 28, 2020):
Article 1: Town Elections
Article 2: Salaries of Elected Officials
Article 3: Contract Funding for the Ayer Town Hall/Clerical Union Contract
Article 4: FY 2021 Omnibus Budget
Article 5: FY 2021 ASRSD Regional School District Assessment
Article 6: FY 2021 NVTHS Regional School District Assessment
Article 7: FY 2021 Solid Waste Enterprise Fund
Article 8: FY 2021 Ambulance Enterprise Fund

Article 9: FY 2021 Sewer Enterprise Fund
Article 10: FY 2021 Water Enterprise Fund
Article 11: Revolving Funds Article [Placeholder; Only needed if changes will be made to revolving funds; TBD]
Article 12: Borrow Article: FY 2021 Capital Budget Requests
Article 13: Transfer Article: FY 2021 Capital Budget Requests
Article 14: UDAG Replenishments
Article 15: GASB 45/OPEB Fund
Article 16: Raise and Appropriate: First Year's Interest - General Fund Borrowing (Amount TBD)
Article 17: Raise and Appropriate: Funding of $\$ 30,000$ for Aquatic Weed Control for Town Ponds
Article 18: Raise and Appropriate: Funding for Conservation Fund (Amount TBD)
Article 19: Raise and Appropriate: Funding from Retail Marijuana Host Agreement
Article 20: Raise and Appropriate: Funding of $\$ 10,000$ for Town's $150^{\text {th }}$ Anniversary Celebration
Article 21: Raise and Appropriate: Funding of $\$ 6,000$ for MUNIS System Upgrade
Article 22: Stabilization Fund (Exact Amounts TBD)
Article 23: Community Preservation Act
Article 24: Community Preservation Fund FY 2021 Transfer of Funds
Article 25: Adoption of General Code Bylaws and Regulations
Article 26: Bylaw Amendment: Change the Name of the Board of Selectmen to Select Board
Article 27: Zoning Bylaw Amendment: Change the Number of Required Parking Spaces for Downtown Development [TBD and Future Presentation to BOS]

# Town of Ayer <br> Board of Selectmen <br> Ayer Town Hall - $1^{\text {st }}$ Floor Meeting Room <br> Ayer, MA 01432 

Broadcast and Recorded by APAC

# Tuesday February 18, 2020 <br> Open Session Meeting Minutes 

BOS Present: Scott A. Houde, Chair; Jannice L. Livingston, Vice-Chair; Shaun C. Copeland, Clerk
Also Present: $\quad$ Robert A. Pontbriand, Town Manager
Carly M. Antonellis, Assistant Town Manager
Call to Order: $\quad$ S. Houde called the meeting to order at 6:00 PM.
Pledge of Allegiance: BOS members and meeting attendees stood and recited the Pledge of Allegiance.
Approval of Agenda: J. Livingston asked to amend the agenda by adding a "Rate Review Committee Update" under New Business/Selectmen's Questions.

Motion: A motion was made by S. Copeland and seconded by J. Livingston to approve the agenda, as amended. Motion passed 3-0.

Announcements: S. Houde announced that ASRHS Student Reporter Alex Hertz was in attendance.
Public Input: None
Public Hearing - Pole Petition - National Grid and Verizon - Elm Street: S. Copeland opened the Public Hearing at 6:02 PM by reading the Public Hearing Notice. National Grid and Verizon are petitioning to locate permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and cross the following public way: Elm Street - National Grid to relocate 1 JO Pole on Elm Street. National Grid to relocate Pole 1 and move 2' to 3' away from the hydrant. Steve Soucy from National Grid was in attendance.

Ms. Joan Murphy, 17 East Main Street asked a question about the location of the pole. S. Soucy stated that it would be pushed back from the road approximately 6 ', which will align it with the other poles currently on the road.

DPW Superintendent M. Wetzel stated that the pole was being relocated as part of the East Main Street Improvement Project and that if any residents have concerns, he will meet them on-site to discuss the overall project.

Motion: A motion was made by S. Houde and seconded by J. Livingston to approve the Elm Street Pole Petition as submitted by National Grid and Verizon. Motion passed 3-0.

Motion: A motion was made by J. Livingston and seconded by S. Copeland to close the Public Hearing at 6:08 PM. Motion passed 3-0.

Public Hearing - Pole Petition - National Grid and Verizon - East Main Street: S. Copeland opened the Public Hearing at 6:08 PM by reading the Public Hearing Notice. National Grid and Verizon are petitioning to locate permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and cross the following public way: East Main Street - National Grid to relocate 2 JO Poles on East Main Street. National Grid to relocate pole 30 on East Main Street approximately 10' west of current location. Relocate pole 31 East Main Street approximately 6' east of current location. Steve Soucy was in attendance for National Grid.

Ms. Kathleen Duprey, 104 East Main Street asked about the location of the pole as it relates to her driveway. She stated that it appeared from the plan, that moving it shouldn't create a visibility problem. S. Soucy agreed.

Motion: A motion was made by S. Copeland and seconded by J. Livingston to approve the East Main Street Pole Petition as submitted by National Grid and Verizon. Motion passed 3-0.

Motion: A motion was made by J. Livingston and seconded by S. Copeland to close the Public Hearing at 6:11 PM. Motion passed 3-0.

Superintendent Mark Wetzel, Dept. of Public Works: Execution of Order of Takings for Temporary Easements for E. Main St. - M. Wetzel was in attendance and presented the Order of Takings for Temporary Easements for East Main Street, again relating to the East Main Street Improvement Project. These takings were authorized by Article 35 of the Annual Town Meeting in May of 2019. M. Wetzel said the project will likely go out to bid in March and he is hopeful that shovels will be in the ground by mid-summer. There will be a public meeting for abutting residents to provide the project timeline and impacts.

Motion: A motion was made by J. Livingston and seconded by S. Copeland to execute the Order of Takings relating to the East Main Street Improvement Project. Motion passed 3-0.

Opening of Annual Town Meeting (5/11/20) Warrant: R. Pontbriand stated that pursuant to the FY' 21 Budget Calendar, he is requesting that the Board of Selectmen open the Warrant for the Annual Town Meeting being held on May 11, 2020. The warrant will close on April 3, 2020 at 12:00 PM for warrant article submissions and Citizen's Petitions.

Motion: A motion was made by J. Livingston and seconded by S. Copeland to Open the Annual Town Meeting (5/11/2020) Warrant until 12:00 PM on Friday April 3, 2020 for Citizen's Petitions and warrant article submissions. Motion passed 3-0.

Town Manager's Report: Administrative Update/Review of Warrant(s) - R. Pontbriand provided an administrative update of the various activities, initiatives, and projects of the Administration since the BOS last met. R. Pontbriand then gave an update on the new downtown parking plan, stating now that it has been a few weeks, the Police Department will start to ramp-up enforcement. He then he stated that he had recently met with MART to discuss Phase 2 of the Depot Square design. He then reported that he is awaiting the two appointees from the Planning Board for the Ayer Devens Jurisdictional Disposition Committee.

FY 2021 Budget Update - R. Pontbriand reported that the Ayer Shirley Regional School District would be presenting the FY '21 budget on Tuesday February 25, 2020. The next public budget presentation will be held on March 9, 2020.

Proposal for Compensated Balances Budget Line Item - Town Accountant/Finance Director Lisa Gabree joined R. Pontbriand to discuss a proposal that would create a new line item in the budget for compensated absences. They stated that as many 30 people will be retiring from the Town within the next 5 years and to plan for those
retirements, it would be prudent to start to fund the compensated balances due to the employee at the time of separation/retirement. R. Pontbriand stated that the goal is to reduce the reliance on the Reserve Fund and to increase transparency in the process. The Town is aware of three (3) retirements coming in the coming year and will be budgeting for them in the FY ' 21 budget. S. Houde stated that everyone on the Bi-Board was very supportive when they were presented with this concept. The Town Manager and Finance Director are recommending funding $\$ 50,000$ from Free Cash for FY'21.

Proposal for Forward Funding the Town's Pension Assessment - Benefits and Payroll Director Kevin Johnston joined R. Pontbriand and presented a proposal for forward funding the Town's pension assessment. The Town can save significant money over time if additional payments are made. Due to the high amount of Free Cash, K. Johnston is recommending a $\$ 200,000$ contribution in 2020 and 2021, which would realize approximately $\$ 860,000$ in savings over time. He stated that making these extra payments could expedite funding the Town's pension liability, which helps strengthen the Town's bond rating. BOS members agreed that due to the Town's strong financial position, that this should be included as a use of Free Cash at the Annual Town Meeting.

Discussion on Proposed/Potential uses for "Free Cash" in FY 21 - R. Pontbriand presented a slide on potential uses for the FY '19 Certified Free Cash, which totaled $\$ 1,727,437$. At this time the potential uses and amounts are recommended as follows: UDAG Replenishment $\$ 230,000$ Worthendale Law Suit; OPEB Funding $\$ 170,300$; Forward Funding of the Pension (discussed earlier) \$200,00; Compensated Balances Special Revenue Fund (discussed earlier) \$50,000; extraordinary increase in school assessments \$50,000; Capital Stabilization Funding ( $\$ 1,000,000$ ) and Stabilization Funding $\$ 27,137$. R. Pontbriand then reported that as the budget picture becomes even more clear, these amounts may change.

Rescheduling of March 3, 2020 BOS Meeting - BOS members discussed reschdeudling of the March 3, 2020 BOS Meeting, due to the Presidential Primary Election. BOS members agreed on March 4, 2020 at 6:00 PM.

Review and Approval of U.S. Census Boundary Validation Program - R. Pontbriand presented the maps that were provided by the US Census Bureau and reported that the Town Engineer, Assessor and Town Planner reviewed the maps and agree with the boundaries as presented.

Motion: A motion was made by S. Houde and seconded by S. Copeland to approve the US Census Boundary Validation program with Signature by the Chair. Motion passed 3-0.

New Business/Selectmen's Questions: Rate Review Committee Update (Selectman Livingston) - J. Livingston reported that earlier in the day, the Rate Review Committee met. Following up on last meeting's discussion about holding the Water and Sewer Rate Public Hearing on a separate evening, J. Livingston suggested either March 24, 2020 or March 31, 2020. She asked other BOS members to notify her of their availability by Friday February 21, 2020.

## Approval of Meeting Minutes:

Motion: A motion was made by S. Copeland and seconded by J. Livingston to approve the meeting minutes from February 4, 2020. Motion passed 3-0.

Executive Session: A motion was made by S. Copeland and seconded by J.S. Copeland at 6:59 PM to enter into Executive Session pursuant to MGL Chapter 30A, Section 21A Exemption \#3 (Litigation Strategy) Riley Jayne Farm, LLC and Cowfield Realty Trust II v. Diesel Direct Inc., et al. and Diesel Direct, Inc. v. Ayer Shirley Regional School District, et al. and to adjourn at the conclusion of Executive Session. S. Copeland stated further that to discuss these items in Open Session would be detrimental to the Town's negotiating strategy. By Roll Call Vote: S. Houde, aye; J. Livingston, aye; S. Copeland, aye. Motion passed by Roll Call Vote 3-0.

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

Date Minutes Approved by BOS: $\qquad$

Signature Indicating Approval: $\qquad$


[^0]:    *Agenda times are for planning purposes only and do not necessarily constitute exact time
    ** The BOS will adjourn at the conclusion of the Executive Session

[^1]:    25 BROOK STREET <br> AYER, MASSACHUSETTS 01432 <br> T: (978) 772-8240 <br> F: (978) 772-8244

[^2]:    1540 disablities commission

[^3]:    940 GROUP HEALTH \& LIFE INSUR

