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TOWN OF AYER

2016 AUG 12 AM 9:06

Susan Copeland

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



Tuesday August 16, 2016
Executive Session Meeting Agenda

6:00 PM

Call to Order in Open Session

Executive Session pursuant MGL c. 30A sec. 21A
Exemption #1 (DPW Personnel Matter)

Reconvene in Open Session

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, Department of Public Works

1. Appointment of Water/Wastewater Laborer
2. East Main Street Contract Change Order
3. West Main Street Wastewater Pumping Station Change Order
4. Wastewater Treatment Engineering Agreement
5. Status of Ayer Waste Supply and Recommendation for Additional Restrictions

7:30 PM

Public Hearing, MGL c. 61 sec. 8, Nashua Street Extension

8:00 PM

West Main Street/Shirley Street Culvert Engineering Update

1. DPW Superintendent Mark Wetzel

8:30 PM

Town Administrator's Report

1. Administrative Update
2. Appointments
3. Approval of Ladder 1 Rehab Contract
4. Page-Hilltop Day of Kindness Temporary Partial Main Street Closing
5. Amendment #2 Veteran Services at MassDevelopment

8:45 PM

New Business/Selectmen's Questions

1. MPO Rule Making Changes and Letter of Support (Selectman Luca)

8:50 PM

Approval of Meeting Minutes

July 12, 2016

8:55 PM

Executive Session pursuant MGL c. 30A sec. 21A

Exemption #3 (Litigation Strategy) *Gintner v. Town of Ayer*

Exemption #3 (Litigation Strategy) *Worthendale v. Town of Ayer*

Exemption #3 (Collective Bargaining) Police Superiors Contract Negotiations Update

**Adjournment

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

*** The BOS will adjourn for the evening at the conclusion of the Executive Session*

DEPARTMENT OF PUBLIC WORKS

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



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

MEMORANDUM

Date: August 10, 2016
To: Board of Selectmen
From: Mark Wetzel, P.E. Superintendent of Public Works
Subject: **August 16 Meeting Agenda Items**

1. **Appointment of Water Wastewater Laborer**- See attached memo with recommendation for appointment of Water-Wastewater meter reader labor position.
2. **East Main Street Contract Change Order** – This Change Order is for additional paving on East Main Street and replacement of water mains on Fletcher Street, Prospect Street and Oak Street. These streets were added to the contract as we have additional grant money remaining. The Change Order is currently being prepared and will be present to the Board at the meeting. For signature by the Chair.
3. **West Main Street Wastewater Pumping Station Change Order** – See attached Change Order for the West Main Street Wastewater Pumping Station Contract. This Change Order is required due to a change in location as requested by the property owner, Calco LLC. For signature by the Chair.
4. **Wastewater Treatment Engineering Agreement**- Attached is the Engineering Agreement with CDM-Smith for additional engineering, modelling and NPDES permitting at the Ayer Wastewater Treatment Plant. For signature by the Chair.
5. **Status of Ayer Water Supply and Recommendation for Additional Water Restrictions**- See attached memo. I will give a brief presentation on the state of our water supply and recommendations.
6. **West Main Street / Shirley Street Culvert Engineering Update** – We have completed the evaluation of the existing conditions, design criteria, alternatives, costs and potential funding sources. We will provide the Board with a project update and get input before beginning the final design.

RECEIVED
AUG 10 2016

TOWN OF AYER
SELECTMEN'S OFFICE

DEPARTMENT OF PUBLIC WORKS

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



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MEMORANDUM

Date: August 10, 2016

To: Town of Ayer Board of Selectmen

From: Mark Wetzel P.E., Public Works Superintendent

Subject: Appointment of Water --Wastewater Meter Reader / Laborer

In accordance with the ASFCME Collective Bargaining Agreement, Article 15, the Department of Public Works posted the position of Water - Wastewater Meter Reader / Laborer. There were no applicants within the union; therefore the position was publicly advertised. The DPW received. Three applications were received and we interviewed all three applicants.

All three applicants were qualified and enthusiastic about the opportunity. Based on the applications and interviews, Mr. Timothy J. Lahtinen is recommended for this position. Tim has been the Ayer DPW Department Assistant since February 2012. He has great customer service skills, construction and plowing experience, a CDL permit and knowledge of our meter reading, replacement and billing systems. Tim has been a reliable and dependable employee.

I recommend that the Board of Selectmen appoint Mr. Timothy J. Lahtinen as the DPW Water - Wastewater Meter Reader / Laborer at the FY17 Step 3 base rate of \$19.96. Step 3 reflects Tim's years of service and experience at the Ayer DPW and is approximately equal to his current rate. The position has a 12 month probation period and Tim must obtain the required licenses within 6 months.

Change Order

No. 1

Date of Issuance: July 20, 2016

Effective Date: July 20, 2016

Project: West Main Street Pump Station Replacement	Owner: Board of Selectmen, Town of Ayer	Owner's Contract No.: 1
Contract: West Main Street Pump Station Replacement		Date of Contract: May 17, 2016
Contractor: Scherbon Consolidated, Inc.		Engineer's Project No.: 01151

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Additional costs as a result of relocating the pump station.

Attachments (list documents supporting change):

Proposed change order summary from Scherbon Consolidated (CE #1)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$339,600.00	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>196 Days</u> Ready for final payment (days or date): <u>210 Days</u>
Increase from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$0.00	Increase from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial completion (days): <u>0 Days</u> Ready for final payment (days): <u>0 Days</u>
Contract Price prior to this Change Order: \$339,600.00	Contract Times prior to this Change Order: Substantial completion (days or date): <u>196 Days</u> Ready for final payment (days or date): <u>210 Days</u>
Increase of this Change Order: \$19,642.00	Increase of this Change Order: Substantial completion (days or date): <u>50 Days</u> Ready for final payment (days or date): <u>50 Days</u>
Contract Price incorporating this Change Order: \$359,242.00	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>246 Days</u> Ready for final payment (days or date): <u>260 Days</u>

RECOMMENDED:
By: [Signature]
Engineer (Authorized Signature)
Date: 7/20/2016
Approved by Funding Agency (if applicable): _____

ACCEPTED:
By: [Signature]
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Date: 7/21/16

Date: _____

Estimate Details By Division

Customer ID: Town of Ayer
 Project ID: 1605
 Estimate ID: CE #1

Customer Name: Main St Pump Station Replacement
 Project Description: Ayer - W. Main St P.S. Replacement
 Estimate Description: Relocate Pump Station, Sanitary & Force Main

CSI	Description	Quantity	Unit	Labor	Materials	Equipment	Subcontract	Other	Total Cost
(none)									
10	Credit to delete SMH in street	1	ls	-531	-2,580	0	0	0	-3,111
20	Add to extend sanitary sewer line	1	ls	1,593	3,520	0	1,520	0	6,633
30	Add to extend force main	1	ls	1,593	3,600	0	1,352	0	6,545
40	Add for siltation controls	1	ls	265	120	0	0	0	385
50	Add for grading on the slope	1	ls	531	400	0	0	0	931
60	Add for loam & seed	1	ls	531	920	0	0	0	1,451
70	Credit for precast - reduced depth of pump station	1	ls	-167	0	0	0	0	-167
80	Add for Foreman & p/u truck	1	ls	1,704	240	0	0	0	1,944
90	Add for change estimate preparation	1	ls	0	0	0	0	1,500	1,500
91	Exclusions & Clarifications:	0		0	0	0	0	0	0
92	No backfill required or offsite disposal	0		0	0	0	0	0	0
93	No change to U.G. electrical conduits	0		0	0	0	0	0	0
94	No gravel or concrete sidewalks	0		0	0	0	0	0	0
95	Per Drawing C-1 DRAFT Rev 1 dated 6/20/16	0		0	0	0	0	0	0
96	Addition 28 cd to Project Schedule	0		0	0	0	0	0	0
Total				<u>5,519</u>	<u>6,220</u>	<u>0</u>	<u>2,872</u>	<u>1,500</u>	<u>16,111</u>
Grand Total				<u>5,519</u>	<u>6,220</u>	<u>0</u>	<u>2,872</u>	<u>1,500</u>	<u>16,111</u>

Estimate Details By Division

Customer ID: Town of Ayer
 Project ID: 1605
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Customer Name: Main St Pump Station Replacement
 Project Description: Ayer - W. Main St P.S. Replacement
 Estimate Description: Relocate Pump Station, Sanitary & Force Main

CSI	Description	Quantity	Unit	Labor	Materials	Equipment	Subcontract	Other	Total Cost
							Net Costs Subtotal		16,111
							General Conditions		806
							Subtotal		16,917
							Fee		2,236
							Subtotal		19,152
							Bonds & Insurance		490
							Total Estimate		19,642

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER**



THIS IS AN AGREEMENT made as of _____, 2016 between Town of Ayer, Massachusetts ("OWNER") and CDM Smith Inc. ("ENGINEER").

OWNER's Project is generally identified as follows River Sampling and Wastewater Treatment Plant Biological Treatment Assessment Project (the "Project").

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance or furnishing of services by ENGINEER to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below. This Agreement will become effective on the date first above written.

ARTICLE 1 – SCOPE OF SERVICES

- 1.1 ENGINEER agrees to perform, or cause to be performed, for OWNER services as described in Exhibit A (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

- 2.1 Specific time periods and/or specific dates for the performance of ENGINEER's Services are set forth in Exhibit A.
- 2.2 If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.3 If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.4 Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services. If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of the schedule and of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation.

ARTICLE 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.
- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and

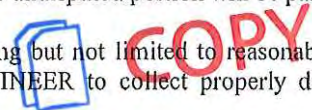
decisions with respect to ENGINEER's services for the Project.

- 3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.4 Be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- 3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any relevant, material defect or nonconformance in ENGINEER's Services or in the work of any Contractor employed by Owner on the Project.
- 3.6 Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

- 4.1 Methods of Payment for Services of ENGINEER.
 - 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit A. If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional taxes in addition to the compensation to which Engineer is entitled.
 - 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Payments are due within 30 days of receipt of invoice.
 - 4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

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ARTICLE 5 – GENERAL CONDITIONS

5.1 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

5.2 Technical Accuracy

Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

5.3 Opinions of Probable Construction Cost

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.4 Compliance with Laws and Regulations, and Policies and Procedures

5.4.1 Engineer and Owner shall comply with applicable Laws and Regulations.

5.4.2 This Agreement is based on Laws and Regulations procedures as of the Effective Date. Changes after the Effective Date to Laws and Regulations may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

5.4.3 Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

5.4.4 Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

5.4.5 Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

5.4.6 Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

5.4.7 Engineer is not required to provide and does not have any responsibility for surety bonding

or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

- 5.4.8 Engineer's services do not include providing legal advice or representation.
- 5.4.9 Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- 5.4.10 While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

5.5 Termination

The obligation to provide further services under this Agreement may be terminated:

- 5.5.1 For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate for cause if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 5.5.2 For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- 5.5.3 Effective Date of Termination: The terminating party under Paragraph 5.5.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.5.4 Payments Upon Termination:

- a. In the event of any termination under Paragraph 5.5, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 5.6.
- b. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 5.5.4.a, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs.

5.6 Use of Documents

- 5.6.1 All Documents are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- 5.6.2 If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- 5.6.3 Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.
- 5.6.4 OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Upon receipt of full payment due and owing for all Services, ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and related uses of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights in third parties.
- 5.6.5 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the

Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.7 Controlling Law

This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

5.8 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

5.9 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or \$50,000, whichever is greater.

5.10 Successors and Assigns

5.10.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.10.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.10.2 Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. 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 this Agreement.

5.10.3 Unless expressly provided otherwise in this Agreement:

- a. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Constructor, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.
- b. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.11 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to

time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.12 Severability

Any provision or part of the Agreement 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 ENGINEER, who agree that the Agreement 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.

5.13 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

5.14 Environmental Site Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern as defined in Article 6, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

5.15 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property.

5.16 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.17 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates of other compensation, benefits, transfers and layoff or termination.

5.18 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

5.19 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.20 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.21 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.22 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "defective" will be used in this Agreement as defined in the Standard General Conditions.

5.23 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated

herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.24 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

ARTICLE 6 – DEFINITIONS

Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.2 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA") [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6.3 Construction Cost – ♦

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

- 6.4 Constructor
Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- 6.5 Contractor - ♦
The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.
- 6.6 Documents
As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.
- 6.7 ENGINEER's Subcontractor:
A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.
- 6.8 Reimbursable Expenses.
The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit A.
- 6.9 Resident Project Representative - ♦
The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").
- 6.10 Standard General Conditions - ♦
The Standard General Conditions of the Construction Contract (No.) of the Engineers Joint Contract Documents Committee.
- 6.11 Total Project Costs - ♦
The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.
- 6.12 Work - ♦
The entire construction or the various separately identifiable parts thereof required to be

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A - Engineer's Services, Owner's Responsibilities, Time for Performance, and Compensation

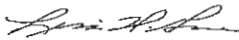
This Agreement (consisting of Pages I to II inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

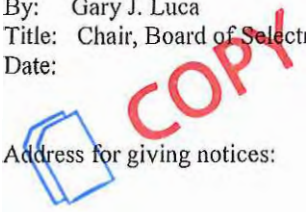
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

ENGINEER: _____

By: Gary J. Luca
Title: Chair, Board of Selectmen
Date:


By: Lisa Gove
Title: Associate
Date:

 Address for giving notices:

Address for giving notices:

Ayer Public Works Department
25 Brook Street
Ayer, MA 01432

CDM Smith
75 State Street, Suite 701
Boston, MA 02109

**EXHIBIT A
TO AGREEMENT BETWEEN
OWNER AND ENGINEER
Scope of Work**

This is an exhibit attached to and made a part of the Agreement dated _____, 2016, between The Town of Ayer, Massachusetts (OWNER) and CDM Smith Inc. (ENGINEER) for professional services.

1.0 ENGINEER'S SERVICES

Task 1: River Sampling

The ENGINEER will provide up to 46 hours of professional services and subcontract to a firm experienced with clean metals sampling, to support a re-evaluation of the Town's wastewater treatment plant (WWTP) discharge permit limits for metals.

- 1.1 Conduct initial meeting with OWNER to review sampling program goals and to scout the optimal location to obtain clean metals samples from a point downstream of the WWTP.
- 1.2 Develop a quality assurance program protocol (QAPP) to document sampling technique for this project.
- 1.3 Conduct eight days of sampling over two weeks, each week consisting of four consecutive days. Sampling services include obtaining clean-sample double-bagged containers from an accredited laboratory and transporting samples to the laboratory. Cost of analysis by laboratory is included.
- 1.4 Submit a letter report to the Town describing the sampling events, chains of custody, and analytical results.

Task 2: BioWin Modeling and Related Analysis

The ENGINEER will provide up to 680 hours of professional engineering services to evaluate the WWTP's biological treatment system by developing future influent flows and loads, incorporating WWTP sample data obtained during the WWTP NPDES Sampling Project (Ayer Budget Item 58050), and modeling the system performance using BioWin process simulation software to identify system capabilities at existing and future flows/loads.

- 2.1 *Assessment of Influent Flows and Loads.* Gather information already collected by the OWNER and readily available planning documents on conditions in the service area tributary to the Ayer WWTP to assess current influent flows and loads and establish future flow and load projections.
 - Utilize the WWTP data ENGINEER collected under a separate project contract (January 2012-April 2015) and update to include data recorded from May 2015 through June 2016, to establish influent flow and load peaking factors and sludge production.
 - Obtain from OWNER any local, existing population and water use projections and compare to projections available from the U.S. Census and the Montachusett Regional Planning Commission. Population and growth projections in the service area will be used to approximate flows through 10-year and 20-year planning periods.
 - Obtain from the OWNER any existing infiltration and inflow (I/I) analyses or estimates and incorporate into the breakdown of flow sources to the WWTP. If I/I data is not available, a basic estimate for I/I will be produced by analyzing dry weather vs. wet weather flows at the WWTP. A baseline, dry weather sanitary sewer flow will be estimated as a percentage of the drinking water billed.

- Obtain from OWNER any water quantity and quality data available from industrial facilities that discharge to the Town's wastewater collection system, to help quantify the flows and loads from industrial sources.
 - Quantify flows and loads from existing sidestreams (i.e. the disk filters) based on typical values for cloth media filters. Sidestreams from a potential future sludge thickening operation will also be estimated.
 - Identify potential future septage characteristics based on typical and average values published in industry manuals. This evaluation should help the Town evaluate whether the WWTP has the capacity to begin accepting septage again in the future.
- 2.2 ***BioWin Model Calibration and Process Simulation.*** Develop a BioWin model of the WWTP, use the model to assess biological system performance (i.e. predict effluent BOD, TSS, TP, etc) under current and projected future influent flow and load conditions, and use model results and other hand calculations to make recommendations to improve permit compliance under existing and future influent loading conditions.
- Develop and calibrate a BioWin model of the WWTP. Calibration will be based on the influent flows and loads from the two-week WWTP Sampling Project.
 - Use BioWin model to simulate performance of the biological treatment system to identify the system's capabilities to meet effluent permit limits under future influent flows and loads, both with and without accepting septage. The model will also be used to evaluate the operation of the anoxic tanks as an anaerobic bioselector for biological phosphorus removal.
- 2.3 ***Related Process Evaluation and Analysis.*** Use BioWin model results and other hand calculations to evaluate capacity of biological treatment system and other ancillary systems necessary for maintaining biological process stability and permit compliance.
- Evaluate capacity and potential improvements to existing secondary and tertiary treatment systems, including: aeration tanks, secondary clarifiers, activated sludge pumping, blowers, and cloth disk filters.
 - Evaluate the WWTP's wasting strategy for control of solids retention time in the activated sludge system.
 - Evaluate coagulant dosing locations and chemical usage quantities, including WWTP performance using existing coagulant (alum). Evaluate storage and feed requirements for future flows and loads.
 - Evaluate need for supplemental alkalinity and potential storage and feed requirements.
 - Provide up to 40 hours for preliminary evaluation of options for solids thickening to reduce volumes of sludge hauled off-site.
- 2.4 ***Prepare Report Sections.*** Prepare a summary of the flow and load analysis, BioWin calibration, Biowin simulations, and related biological treatment assessment in the form of draft report sections. Incorporate OWNER comments into the final report.

Task 3: Evaluate Alternative Coagulants for Permit Compliance

The ENGINEER will provide up to 115 hours of professional engineering services to review use of existing and potential alternative coagulants to alum in order to optimize existing WWTP performance with respect to phosphorus removal and metals permit limits.

- 3.1 Oversee jar testing conducted by chemical vendor of aluminum-based coagulants and review jar testing results. Iron-based coagulants will not be considered due to concerns regarding fouling of the disk filters and ultraviolet disinfection system, and potential issues related to copper permit compliance from the use of ferric chloride products.
- 3.2 Evaluate advantages and disadvantages of various aluminum-based coagulants, including consideration of efficacy with respect to phosphorus removal, effect on effluent metal concentrations, effect of process alkalinity and pH, impacts to sludge quantities, and cost.
- 3.3 Prepare a draft report section summarizing the jar testing results and recommendations with respect to alternative coagulants.

Task 4: Refine Capital Improvement Plan and Compile Report

The ENGINEER will provide up to 245 hours to report supplemental recommendations for the process mechanical items in the 10-year Capital Improvement Plan (i.e. items included in Phase II and III), based on the results of the evaluations in Tasks 2 and 3. The *BioWin Modeling and Biological Treatment Assessment Report* will be compiled to summarize the results of the evaluations included in Tasks 2 through 4. The anticipated table of contents for this report is as follows:

Section 1	Introduction
Section 2	Assessment of Influent Flows and Loads
Section 3	BioWin Model Calibration
Section 4	Biological Process Evaluation
Section 5	Baseline Treatment Plant Improvements
Section 6	Supplemental Recommendations to the 10-Year Capital Improvement Plan

Task 5: Project Management/QAQC

The ENGINEER will provide up to 50 hours for project management and implementation of quality control and quality assurance procedures:

- 5.1 Prepare monthly invoices and progress reports
- 5.2 Maintain internal and external communication with plant staff and project staff
- 5.3 Attend progress meetings with plant staff to review progress, information needs, budget, and schedule.
- 5.4 Convene a technical review committee consisting of senior wastewater process/mechanical staff to review the evaluations in the report, in accordance with CDM Smith's quality procedures.

Task 6: Allowance

An allowance of \$20,000 has been included in the cost summary table, but is not currently authorized, for the performance of additional services, such as additional analyses for complex WWTP sampling results or to evaluate additional process or equipment improvement options. Details regarding additional scope of work and costs associated with any work under this allowance could be added by negotiation with the OWNER and future written amendment to this agreement.

2.0 OWNER'S RESPONSIBILITIES

- 2.1 During two weeks of river sampling under TASK 1, measure pH and temperature daily on the river water samples collected by ENGINEER.
- 2.2 Furnish to the ENGINEER data required for analyses described in TASK 2, including:
 - Plant operations data through June 2016
 - Town population and water use projections
 - Available flow and water quality records from industrial sources discharging to collection system

- Prior infiltration and inflow (I/I) analyses or estimates

3.0 TIME PERIOD FOR PERFORMANCE

- 3.1 ENGINEER is available to begin work immediately upon acceptance by OWNER. For services under this agreement, the Engineer shall deliver a draft report within four months of receiving the notice to proceed from the OWNER. ENGINEER will issue three copies of a final report within 4 weeks of receiving OWNER's comments on the draft report.

4.0 COMPENSATION

The method of payment for Services rendered by ENGINEER shall be as set forth below:

- 4.1 For services under this agreement, ENGINEER will be paid a lump sum in the amount of \$180,000 for performance of Tasks 1 through 5 of the Engineer's Services. Task 6 is an allowance for additional services, should they be required, subject to OWNER's prior approval. Budgets are summarized by task in the table below. OWNER and ENGINEER agree that these budgets are estimates of the anticipated cost per task and that the task items are not intended as individual ceilings for specific tasks. ENGINEER shall be allowed to adjust budgeted amounts between the tasks.

Task	Hours	Labor	Outside Professionals	Other Direct Costs	Total Cost
1: River Sampling	46	\$6,850	\$8,000	\$150	\$15,000
2: BioWin and Related	680	\$93,000	-	-	\$93,000
3: Alternative Coagulants	115	\$15,250	-	\$250	\$15,500
4: Refine CIP	245	\$31,900	\$8,000	-	\$39,900
5: Management/QAQC	50	\$15,420	-	\$1,180	\$16,600
6: Allowance ^a	-	-	-	-	\$20,000
TOTAL					\$200,000

- a. Scope of work for the allowance is not yet defined, but could include additional sampling or model calibration to improve BioWin model, or additional evaluation of alternative treatment processes or equipment modifications/improvements (such as to the grit removal system that lacks redundancy or HVAC systems that are currently abandoned in place).
- 4.2 ENGINEER shall submit monthly statements for services rendered as a percentage of the lump sum amount in accordance with estimates of completion.

DEPARTMENT OF PUBLIC WORKS

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

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

Memorandum

Date: August 9, 2016

To: Board of Selectmen / Water Commissioners

From: Mark Wetzel P.E., Public Works Superintendent

Re: Recommendation on Implementing Additional Water Restrictions

Ayer is currently in a Drought Watch. This classification is a result of the lack of precipitation, both last year and this year to date. As you know, the Ayer DPW has been urging water customers to conserve water; however the only mandatory restrictions are no non-essential water use between the hours of 9AM and 5 PM.

Having a reliable, safe and sufficient water supply is critical to the health, safety and economy of Ayer. The drought conditions and higher than normal water usage have stressed the Town's water supply wells. I am concerned that if the Town does not implement stricter mandatory water restrictions, there will be long term consequences and the potential of a water supply emergency.

Due to the Drought Watch condition, the lack of significant rainfall in the foreseeable future and the critical importance of our water supply, I am recommending that the Board of Water Commissioners declare a State of Water Supply Conservation, in accordance with the Town Water Use Restriction Regulation. Under the State of Water Supply Conservation, I recommend that Restriction 5f. Outdoor Water Use Ban be implemented.

“Outdoor Water Use Ban: Outdoor water uses are controlled as follows:

- a) Watering with hand hose only
- b) Watering with water can only
- c) All other outdoor watering shall be prohibited”

The Outdoor Water Use Ban is recommended for the following reasons:

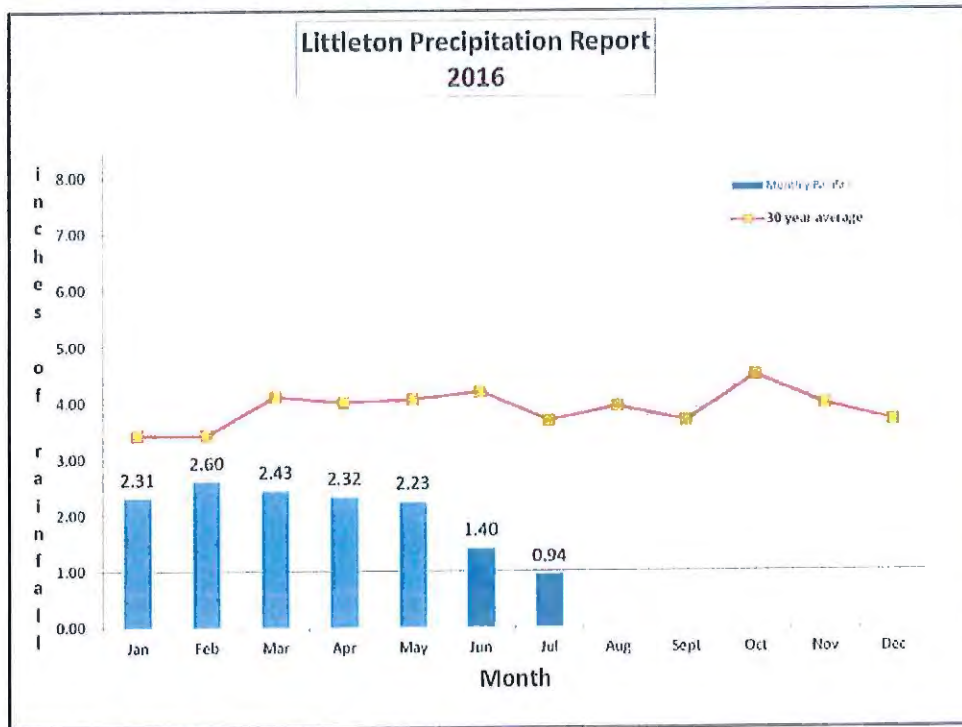
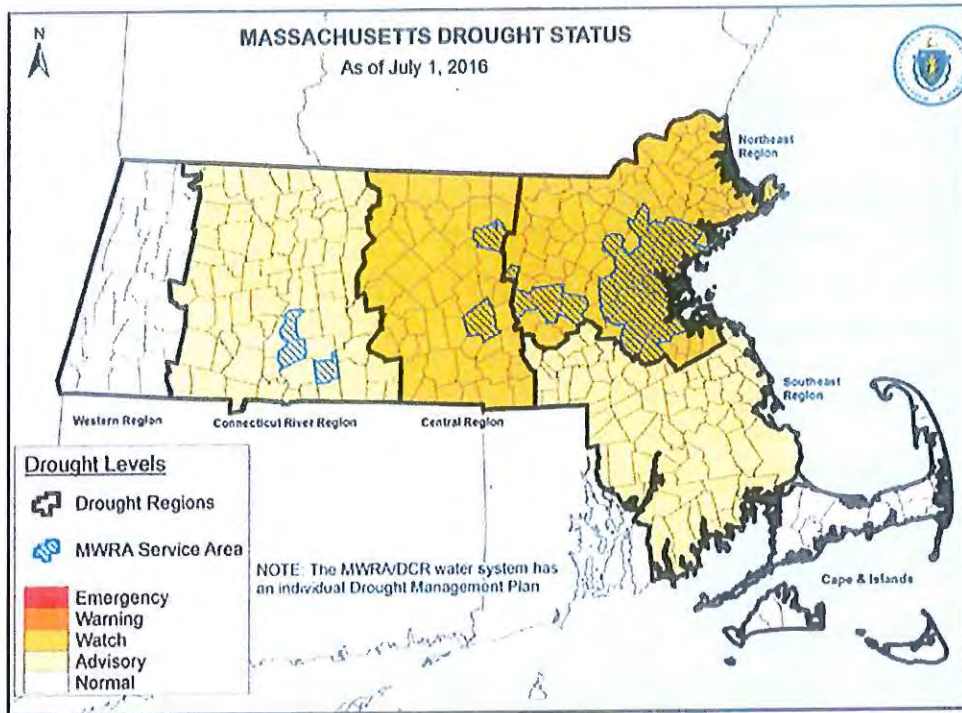
- The Town wells have a **permitted** supply capacity of 2.48 Million gallons per day (MGD) and a maximum pumping capacity of approximately 4.5 MGD. The maximum supply capacity is a short term volume and is somewhat limited by the pumping hydraulics, groundwater recharge, well efficiency and treatment systems.
- Our daily water demands for June and July have ranged from 0.90 MGD to 2.52 MGD with an average of 1.82 MGD. The previous 5 years had an average daily demand of 1.44 MGD. Our annual average daily demand is 1.27 MGD.

- All five of the Town's wells have been operating an average of between 17 and 21 hours a day in June and July.
- The area rainfall in 2015 was 14 inches below average. This year we are already 12.5 inches of rainfall below average.
- The Town's wellfields are located in two separate aquifers. The well supply capacity is dependent upon the recharge to the aquifers. There has not been any rainfall recharge to these aquifers and even if we have a few days of precipitation, it will not be sufficient. It will take numerous months for the aquifers to recover.
- Drawdown in the wells is related to the volume of water in the aquifer, the recharge rate and the efficiency of the well. The Town's wells tend to "plug-up" when over-pumped resulting in loss of capacity and costly maintenance. We have been monitoring the well efficiency, aquifer water levels and pump drawdown. We have observed that the aquifer levels in the wells have dropped between 0.5 and 1.2 feet and the well capacity at the Spec Pond wells has declined 11% and 16%.
- Supplying the Town with water requires a significant amount of mechanical and electrical infrastructure including well pumps, electrical controls, instrumentation, chemical feed pumps, filters valves and monitoring equipment. Due to the excessive run-times for the supply systems, there is minimal time for preventative maintenance and additional "wear and tear" on the equipment. Equipment failure could result in a significant loss of supply capacity and a water supply emergency.

In order to implement the outside water ban, the DPW will:

- Notify the public using the Town web site, Facebook and Twitter
- Notify the public with a Town-wide Code Red telephone message.
- Notify MassDEP of water restrictions.
- Mail notifications to large commercial users, out-of-town property managers / landlords with irrigation systems.
- Monitor compliance with Water Division staff and ticket violators (1st Violation – Written Warning, 2nd Violation - \$50.00 fine, 3rd Violation - \$200.00 fine, 4th Violation - \$400.00 fine and reduction in water availability to allow for basic water needs).

I recommend that the water ban remain in place until the Commonwealth reduces the drought status level for Ayer.



ATTACHMENT F

WATER USE RESTRICTION REGULATION

1. Authority

This Regulation is adopted by the Town under its police powers to protect public health and welfare and its powers under M.G.L. c.21 et seq., and implements the Town's authority to regulate water use pursuant to M.G.L. c.41, Section 69B. This regulation also implements the Town's authority under M.G.L. c.40, Section 41A, conditioned upon a declaration of water supply emergency issued by the MassDEP.

2. Purpose

The purpose of this regulation is to protect, preserve and maintain the public health, safety and welfare whenever there is in force a State of Water Supply Conservation or State of Water Supply Emergency by providing for enforcement of any duly imposed restrictions, requirements, provisions or conditions imposed by the Town or by MassDEP.

3. Definitions

Person. Any individual, corporation, trust, partnership or association, or other entity.

State of Water Supply Emergency. A State of Water Supply Emergency declared by MassDEP.

State of Water Supply Conservation. Shall mean a State of Water Supply Conservation declared by the Town pursuant to Section 4 of this regulation.

Users of Water Customers. All public and private users of the Town's public water system, irrespective of any person's responsibility for billing purposes for water usage at any particular facility.

4. Declaration of a State of Water Supply Conservation

The Town of Ayer through its Board of Water Commissioners may declare a State of Water Supply Conservation upon a determination by a majority vote of the Board that a shortage of water exists and/or the demand for water is approaching the capacity of the system. In making this determination, the Board will consider if conservation measures are appropriate to ensure an adequate supply of water to all water customers. Public notice of a State of Water Conservation shall be given under Section 6 of this regulation before it may be enforced.

5. Restricted Water Uses

A declaration of a State of Water Supply Conservation may include one or more of the following restrictions, conditions or requirements limiting the use of water as necessary to protect the water

supply. The applicable restriction, conditions or requirements shall be included in the public notice required under Section 6.

5a. Odd/Even Day Outdoor Watering: Outdoor watering by water uses with odd numbered addresses is restricted to odd number days. Outdoor watering by users with even numbered addresses is restricted to even numbered days, excluding the watering of vegetables and perishable plants.

5b. Outdoor Water Hours: Outdoor watering is only permitted during daily periods of low demand, to be specified in the declaration of a State of Water Supply Conservation and public notice thereof. The Town may specify no outdoor watering between certain hours.

5c. Weekend or Weekday Water Ban: Outdoor watering on weekends or weekdays is prohibited.

5d. Filling Swimming Pools Ban: Filling of swimming pools is restricted to times posted.

5e. Automatic Sprinkler Use Ban: The use of automatic sprinkler systems is prohibited.

5f. Outdoor Water Use Ban: Outdoor water uses are controlled as follows: a.) Watering with hand hose only; b.) Watering with water can only; c.) All other outdoor watering shall be prohibited.

6. Public Notification of a State of Water Supply Conservation

Notification of any provision, restriction, requirement or condition imposed by the Board of Water Commissioners as part of a State of Water Supply Conservation shall be published in a newspaper of general circulation within the Town, or by such other means reasonably calculated to reach and inform all users of water. The State of Water Supply Conservation shall also be simultaneously provided to MassDEP.

7. Termination of a State of Water Supply Conservation Notice

A State of Water Supply Conservation may be terminated by a majority vote of the Board of Water Commissioners, upon determination that the water supply shortage or excess demand on the system no longer exists. Public notification of the termination of a State of Water Supply Conservation shall be given in the same manner required for its declaration.

8. State of Water Supply Emergency Compliance with MassDEP Orders

Upon notification to the public that a declaration of a State of Water Supply Emergency has been issued by MassDEP, no person shall violate any restriction, requirement, provisions or condition of any order approved or issued by MassDEP intended to bring about an end to the State of Emergency.

9. Penalties

Any person violating this regulation shall be liable to the Town as follows: 1st Violation – Written Warning, 2nd Violation - \$50.00 fine, 3rd Violation - \$200.00 fine, 4th Violation - \$400.00 fine and reduction in water availability to allow for basic water needs. Fines shall be recovered by indictment or on complaint before the District Court, or by non-criminal disposition in accordance with M.G.L. c40, Section 21D. Each day of violation shall constitute a separate offense.

10. Severability

The invalidity of any portion or provision of this regulation shall not invalidate any other portion or provision thereof.

11. Conservation Measures

The single greatest contributing factor to increased water usage is excessive lawn watering, via sprinkler systems. It is important to note that an inch of water per week is all that is necessary for proper lawn maintenance. We must remain cognizant of the fact that our water is not an unlimited resource and must continue to use it wisely. The Town seeks your assistance in promoting more naturally wooded lots, smaller lawns, and drought resistant landscaping.

Please practice basic conservation measures to avoid stressing the system and continue to look for ways to use water wisely.

11a. Lawn Watering – Water in the early morning or evening when evaporation rates are lowest. Do not water impervious areas. One inch of water per week is all that is generally necessary to maintain your lawn. Avoid overwatering by using a rain gauge or other container to measure the volume of water being applied.

11b. Lawn Care – Allow your grass to grow taller in hot dry weather. Longer grass means less evaporation and will encourage roots to grow deeper, leaving your lawn more drought tolerant.

11c. Car Washing – Use a bucket to wash your car. Keep a nozzle on your hose to prevent wasted water. Do not let the water run if not in use.

11d. Pool – Use a pool cover to keep water clean and prevent evaporation. Fill pools during hours provided by the Town.

11e. General Maintenance – Use a broom instead of water to clear debris from patios, decks and sidewalks.

11f. Landscaping – Plant trees to provide shade and decrease lawn area. Use drought resistant shrubs and plants to increase ground cover. Use mulch around garden and landscaped areas to act as an evaporation barrier.

11g. Valves and Hoses – Check outdoor pipes, hoses and faucets for leaks.



RECEIVED
TOWN CLERK
TOWN OF AYER

2016 AUG -8 PM 2:48 *ef*

NOTICE OF PUBLIC HEARING

Nashua Street Extension

The Town's consideration of its option to purchase real property pursuant to G.L. Chapter 61, Section 8

Tuesday, August 16, 2016, 7:30pm
Ayer Town Hall - 1st Floor Meeting Room
1 Main Street, Ayer, MA 01432

The Ayer Board of Selectmen will conduct a Public Hearing as part of their scheduled Meeting on Tuesday, August 16, 2016 at 7:30pm in the First Floor Meeting Room of the Ayer Town Hall, 1 Main Street, Ayer, MA 01432 for the purposes of discussing the Town of Ayer's exercise of an option to purchase real property known as Nashua Street Extension (Assessor's Parcel 10, Map 13) pursuant to Massachusetts General Law Chapter 61, Section 8 and topics related thereto.

RECEIVED
MAY 24 2016

Law Office of Thomas A. Gibbons, PC.

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Licensed to practice in MA & NH

Telephone: 978-772-2284
GENERAL FAX: 978-772-0802

Tracey B. Harding, Esq., Esq.
tharding@tgibbonslaw.com
Licensed to practice in MA

May 24, 2016

VIA IN HAND

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

VIA IN HAND

Conservation Commission
Town of Ayer
1 Main Street
Ayer, MA 01432

**VIA CERTIFIED MAIL
9414 7118 9956 3200 6714 61**

Department of Conservation and Recreation
Leo Roy, Commissioner
Attn: State Forester
251 Causeway Street, Suite 90
Boston, MA 02114

VIA IN HAND

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

VIA IN HAND

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

**NOTICE OF INTENT TO CONVERT TO RESIDENTIAL USE
PURSUANT TO MASSACHUSETTS GENERAL LAWS, CHAPTER 61**

Dear Honorable Board Members:

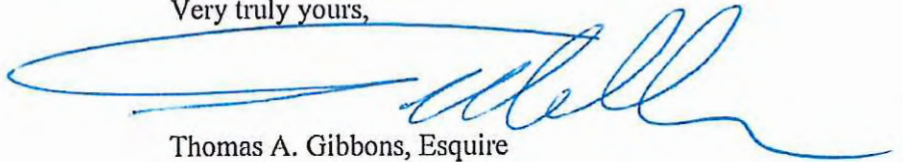
Please be advised that this office represents Calvin E. Moore, Trustee of the Cowfield Realty Trust II, under a declaration of trust dated October 26, 2014, said trust being recorded with the Middlesex South Registry of Deeds at Book 64526, Page 571. This letter is to serve as Notice that Calvin E. Moore, Trustee of the Cowfield Realty Trust II, of 39 Main Street, Suite

204, Ayer, Massachusetts and who can be reached through the care of the Law Office of Thomas A. Gibbons, P.C. at (978) 772-2284, intends to convert for a single family residential development of land shown on a plan entitled "Definitive Subdivision Plans, Lotting Plan, Nashua Street Extension, Ayer, MA, Owner: Molumco Development, 39 Main Street, Suite 204, Ayer, MA 01432" prepared by Goldsmith, Prest & Ringwall, Inc. dated March, 2014 showing 8 lots and recorded with the Middlesex South Registry of Deeds as Plan 249 of Book 2016 of which a portion thereof is classified under Massachusetts General Laws Chapter 61. The portion in Chapter 61 is Town of Ayer Assessor's Parcel 10, Map 13. Attached hereto as Exhibit A is a copy of said plan.

Pursuant to Massachusetts General Laws, Chapter 61, Section 8, the Town of Ayer has the option of purchasing "the land at full and fair market value to be determined by an impartial appraisal performed by a certified appraiser hired at the expense of the municipality or its assignee, the original appraisal to be completed and delivered to the landowner within 30 days" from the date of the mailing of this Notice. Calvin E. Moore, Trustee, respectfully requests that if the Town of Ayer, acting by and through its Board of Selectmen, decides that it will not exercise its option, and that decision is made prior to the expiration of the thirty (30) day appraisal period, that it please notify Attorney Thomas A. Gibbons of said decision so that the Trust may complete the conversion in a more expeditious fashion.

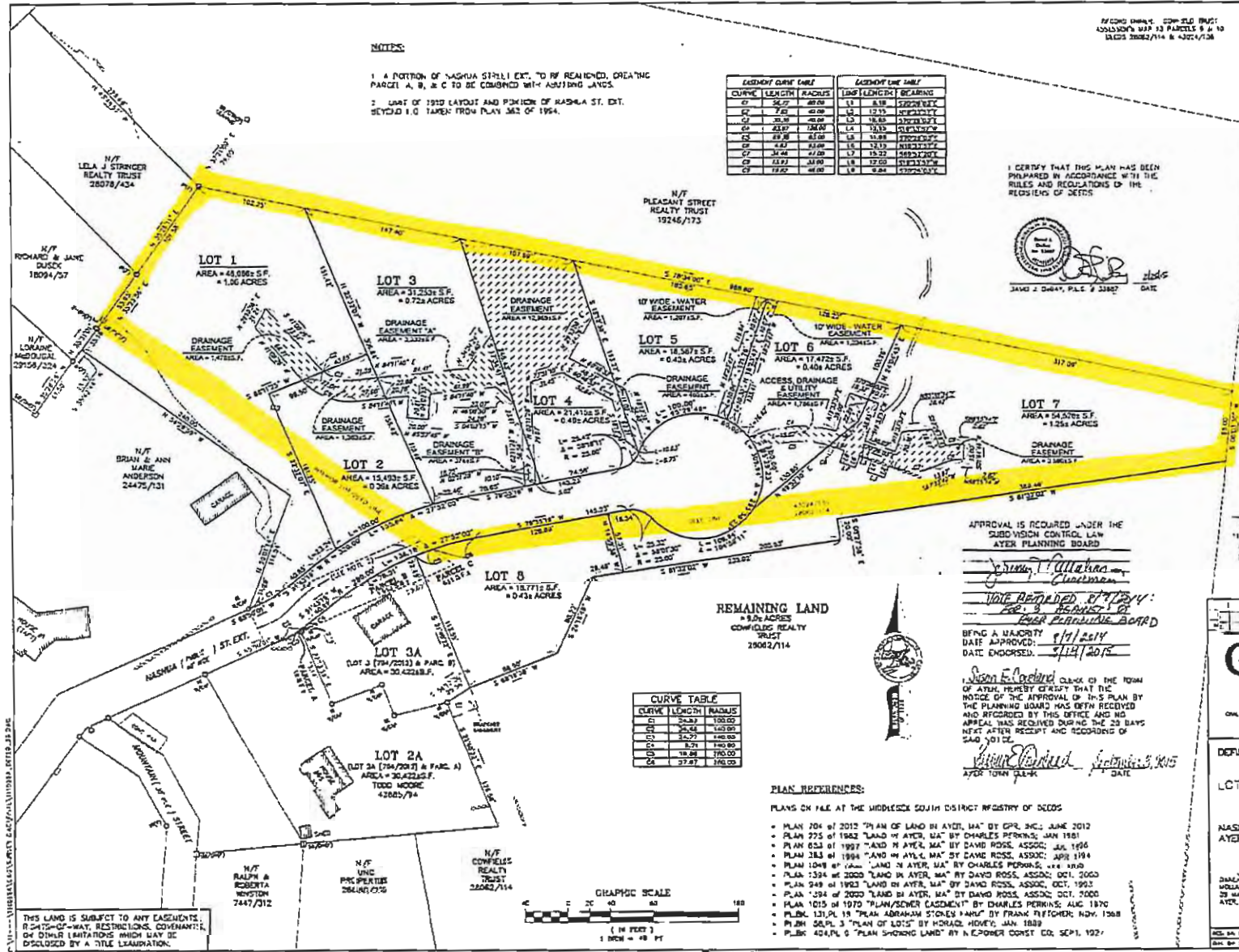
If you have any questions or concerns regarding this matter, please do not hesitate to contact me at the above address and phone number.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'TAG', with a long horizontal flourish extending to the left.

Thomas A. Gibbons, Esquire

TAG/tbh
Enclosures



NOTES:

1. A PORTION OF NASHUA STREET EXT. TO BE RECONSTRUCTED, CREATING PARCELS A, B, & C TO BE COMBINED WITH ADJACENT LANDS.
2. LAYOUT OF 1910 LAYOUT AND POSITION OF NASHUA ST. EXT. BEYOND I.O. TAKEN FROM PLAN 362 OF 1964.

EASTWIND CURVE TABLE			WESTWIND CURVE TABLE		
CURVE	LENGTH	RADIUS	LONG. LENGTH	BEARING	
C1	56.27	48.00	13.4	S 81° 18' 00" W	100.00
C2	7.00	40.00	1.0	S 17° 15' 00" W	100.00
C3	20.38	48.00	3.0	S 16° 45' 00" W	100.00
C4	22.97	100.00	3.4	S 13° 15' 00" W	100.00
C5	49.38	85.00	7.0	S 11° 45' 00" W	100.00
C6	44.7	25.00	1.6	S 12° 15' 00" W	100.00
C7	34.44	41.00	1.7	S 12° 25' 00" W	100.00
C8	13.82	35.00	1.8	S 12° 00' 00" W	100.00
C9	19.82	48.00	2.6	S 12° 25' 00" W	100.00

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE RECORDS OF DEEDS.

[Signature]
 JAMES J. O'NEAL, P.L.C. # 33887
 DATE: _____

CURVE TABLE		
CURVE	LENGTH	RADIUS
C1	26.27	100.00
C2	24.38	100.00
C3	16.27	100.00
C4	8.71	100.00
C5	19.48	100.00
C6	27.47	100.00

- PLAN REFERENCES:**
- PLANS ON FILE AT THE MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS
- PLAN 204 of 2012 "PLAN OF LAND IN AYER, MA" BY GPR, INC., JUNE 2012
 - PLAN 725 of 1982 "LAND IN AYER, MA" BY CHARLES PERKINS, JAN 1981
 - PLAN 623 of 1987 "LAND IN AYER, MA" BY DAVID ROSS, ASSOC., JUL 1986
 - PLAN 383 of 1984 "LAND IN AYER, MA" BY DAVID ROSS, ASSOC., APR 1984
 - PLAN 1048 of 1984 "LAND IN AYER, MA" BY CHARLES PERKINS, APR 1984
 - PLAN 1304 of 2000 "LAND IN AYER, MA" BY DAVID ROSS, ASSOC., OCT. 2000
 - PLAN 949 of 1983 "LAND IN AYER, MA" BY DAVID ROSS, ASSOC., OCT. 1983
 - PLAN 1384 of 2000 "LAND IN AYER, MA" BY DAVID ROSS, ASSOC., OCT. 2000
 - PLAN 1013 of 1970 "PLAN/SEWER EASEMENT" BY CHARLES PERKINS, AUG. 1970
 - PLAT. 131, PL. 18 "PLAN ABRAHAM STONE & HARR" BY FRANK TITCOMB, NOV. 1868
 - PLAN 501, PL. 3 "PLAN OF LOTS" BY MORRIS HOWE, JAN. 1889
 - PLAN 424, PL. 6 "PLAN SHOWING LAND" BY E. POWELL CONST. CO., SEP. 1, 1927

Middlesex Registry of Deeds,
 Southern District
 Cambridge, Massachusetts
 Plan No. 249 of 2010
 Record No. 249 of 2010
 M. T. H. Y. M. D. M.

APPROVED: _____
 FOR REGISTRY USE ONLY



ZONING CLASSIFICATION

ZONING DISTRICT: P-4-2
 AREA: 12.00 ± S.F.
 SETBACKS FRONTAGE: 10'

MINIMUM FRONT: 25'
 YARD SIDE: 15'
 BACKYARD: 25'

N/T MARYON SILVER & DENNIS M. CERAM 50854/126

LEGEND

N/T	NEW OR FORMERLY	D/W	DEVELOP
111/131	PLAT NUMBER	DH	DEVELOP HOLD
17	FOUNDED	0	P/F/PROD
151	211	0	STONE HOLDING
151	211	0	SMALL HOLD
58	STONE BRIDGE	00000	STONE WALL

GPR Engineering Solutions for Land & Structures

GOLDSMITH, PREST & RINGWALD, INC.
 28 MAIN ST., SUITE 204, AYER, MA 01801
 CIVIL & STRUCTURAL ENGINEERING • LAND DEVELOPMENT & LAND PLANNING
 PHONE: 978.777.8888 FAX: 978.777.1087
 WWW.GPR-INC.COM

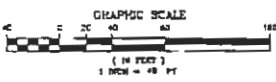
DEFINITIVE SUBDIVISION PLANS

LOTTING PLAN

NASHUA STREET EXTENSION AYER, MA

DATE: 11/14/2014
 SHEET NO. 249 OF 249
 JOB NO. 111099 C2.1

THIS LAND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS, OR OTHER LIMITATIONS WHICH MAY BE DISCLOSED BY A TITLE EXAMINATION.



249 of 2010

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



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

MEMORANDUM

DATE: August 11, 2016

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: Town Administrator's Report for the August 16, 2016 Board of Selectmen's Meeting

Dear Honorable Selectmen,

I present to you the following Town Administrator's Report for the August 16, 2016 Ayer 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:

- I will offer a brief Administrative Update regarding various projects, initiatives, and activities of the Administration since the last Board of Selectmen's Meeting on July 19, 2016.

Appointments:

- Water and Sewer Rate Review Committee: I respectfully recommend the appointment of Mr. Ross Gatta of Nasoya to the Water and Sewer Rate Review Committee for a one year term effective immediately to expire on June 30, 2017. Mr. Gatta would be the S.I.U. (Significant Industrial User) representative on the Water and Sewer Rate Review Committee.
- Community Preservation Committee (CPC): I respectfully recommend the appointment of Ms. July Murray of Ayer to the Community Preservation Committee (CPC) for a three year unexpired term effective immediately to expire on June 30, 2018.
- Special Police Officers: I respectfully recommend that the Board appoint the list of Department of Defense Police Officers as Special Police Officers for the Town of Ayer for FY 2017 as outlined by Chief Murray's attached memo (See Attached).

Approval of Ladder 1 Rehab Contract:

- On behalf of Chief Pedrazzi, I respectfully request that the Board of Selectmen vote to approve the contract for the Ladder 1 Rehab in the amount of \$247,980.00 to Greenwood Emergency Vehicles as outlined in the attached memo and contract provided by Chief Pedrazzi (See Attached).

Page Hilltop Day of Kindness Temporary Partial Main Street Closing:

- The Board of Selectmen is respectfully requested to authorize the temporary, partial closing of Main Street between Washington Street and Columbia Street on Sunday, November 13, 2016 from approximately 12:45pm to 1:30pm for the purposes of students and teachers from Page Hilltop Elementary School to participate in the “World Kindness Day” (See Attached). The street closure will be conducted by the Ayer Police Department.

Amendment #2 – Veterans Services Contract at MassDevelopment:

- The Board of Selectmen is respectfully requested to authorize Amendment #2 of the Veterans Services Contract between MassDevelopment and the Town of Ayer. The purpose of the Amendment is to extend the Veterans Services contract for an additional year to August 31, 2017 (See Attached).

Thank you.

Attachment(s)

Carly Antonellis

From: Mark Wetzel <mwetzel@ayer.ma.us>
Sent: Tuesday, July 26, 2016 10:22 AM
To: Carly Antonellis; Pontbriand, Robert (rpontbriand@ayer.ma.us)
Subject: FW: Town of Ayer Water and Sewer Committee

Categories: Orange Category

Mark L Wetzel, P.E.
Superintendent
Town of Ayer - Public Works Department
25 Brook Street
Ayer, Massachusetts 01432
t: 978.772.8240
c:978.833-2365
f: 978.772.8244
e: mwetzel@ayer.ma.us

 Please consider the environment before printing this email.

From: Middleton, Niel [<mailto:Niel.Middleton@nasoya-usa.com>]
Sent: Tuesday, July 26, 2016 10:03 AM
To: Mark Wetzel <mwetzel@ayer.ma.us>
Cc: Gatta, Ross <Ross.Gatta@nasoya-usa.com>; Perry, Tom <Tom.Perry@nasoya-usa.com>; Abdo, Annemarie <Annemarie.Abdo@nasoya-usa.com>
Subject: Town of Ayer Water and Sewer Committee

Good Morning Mark – I wanted to follow up with you regarding an email that you had sent to Ross Gatta at Nasoya Foods. I would like to participate on the Town’s Water and Sewer Committee if there is still a position available. Please include me in any communication regarding the committee and I look forward to participating.

Thanks,
Niel Middleton
Nasoya Foods

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system.

Nasoya Foods USA, One New England Way, Ayer, MA 01432

Carly Antonellis

From: Carly Antonellis <cantonellis@ayer.ma.us>
Sent: Wednesday, July 13, 2016 12:16 PM
To: Julie M. Murray
Cc: jprovidakes@ayer.ma.us; Robert Pontbriand; Carly Antonellis
Subject: RE: Community Preservation Committee

Hi Julie –

I have corresponded with Janet (copied here) and she is very excited that you are interested in serving! As I mentioned yesterday, the BOS will put this on the meeting agenda August 16, 2016. You are welcome to attend the meeting, but it is not necessary. The BOS will take a quick vote during the Town Administrator's report.

After that date, we'll send you more information! Feel free to reach out to Janet or myself in the interim if you have any specific questions.

Thanks again Julie!

Carly

Carly M. Antonellis
Assistant to the Town Administrator
Town of Ayer
Ayer Town Hall, 1 Main Street
Ayer, MA 01432
978-772-8220

From: Julie M. Murray [mailto:murrayjulie@gmail.com]
Sent: Tuesday, July 12, 2016 2:12 PM
To: ata@ayer.ma.us
Subject: Community Preservation Committee

Carly,

I am requesting the Board of Selectmen appoint me as a Citizen-At-Large to the Ayer Community Preservation Committee. I would love to be a part of the committee and help with the future of Ayer.

Thank you,
Julie M. Murray

[Redacted]
978-291-9594



AYER POLICE DEPARTMENT

54 Park Street · Ayer, Massachusetts 01432-1161
Tel. (978) 772-8200 · Fax (978) 772-8202



William A. Murray
Chief of Police

MEMORANDUM

To: Board of Selectmen
From: Chief William A. Murray
CC: TA, file
Date: July 21, 2016
Re: Special Appointments

I respectfully request that the Board of Selectmen appoint the following list of Department of Defense Police Officers as Special Police Officers for the Town of Ayer for fiscal year 2017. These officers will be primarily used as an augmentation to our list of Detail Officers.

Lt. Kelly White
Sgt. Rusty Simoneau
Off. Tobey Langley
Off. Nathan Buckley
Off. Adam Kalil
Off. Nicholas Trinque
Off. Luciano Biancaniello
Off. Aaron Blinn
Off. Richard Russ

AYER FIRE DEPARTMENT

RECEIVED
AUG 11 2016



Robert J. Pedrazzi
Chief

TOWN OF AYER
SELECTMEN'S OFFICE

1 West Main Street
Ayer, Massachusetts 01432
Tel. (978) 772-8231
Fax (978) 772-8230

MEMO

August 09, 2016

Ladder #1 Bid acceptance

Dear Selectmen,

Ayer Fire Department invitation to bid #1-16 for the rehabilitation of Ladder #1 a 1996 Emergency One Quint Ladder Truck was publicly opened on August 9th 2016 @ 2 P. M. There was only one bid received for the rehabilitation work. Greenwood Emergency Vehicles having a place of business at 530 John Dietsch Boulevard; North Attleboro, MA was the only bidder. The proposal submitted by Greenwood Emergency Vehicles is for \$247,980. This amount is close to what was approved at the ATM; however the bid includes a \$5,000 mounting allowance that could be used as a contingency if issues arise during the disassembly of the vehicle. Greenwood Emergency Vehicles has a proven track record with the Town. In 2013 this company completed a similar rehabilitation of Ayer Engine #4 with great success. I would recommend awarding this bid to Greenwood Emergency Vehicles per the attached proposal GEV#1608-10. A contract for the scope of the work is included for signature by the Board of Selectmen.

Respectively submitted;

Robert J. Pedrazzi
Fire Chief / Emergency Mgt. Director





530 JOHN DIETSCH BLVD.
NO. ATTLEBORO, MA 02760
Phone: (508)695-7138 Fax: (508)695-9047
www.GreenwoodEV.com

PROPOSAL GEV# 1608-10

Ayer Fire Department
1 West Main Street
Ayer, Ma. 01432

August 9, 2016

“Refurbishing of Ladder #1”

We hereby submit Proposal for the following:

Refurbishment of one (1) 1996 Emergency One Ladder, Ladder #1 per the published specifications on BID # 1-16 for the sum of:

Two hundred and forty seven thousand, nine hundred and eighty dollars & 00/100
\$247,980.00*

Terms: COD with delivery at 530 John Dietsch Blvd. North Attleboro, Ma.

**** The price above excludes any options. See page 2. ****

Acceptance of
Proposal: x _____

Signature/Date

Approved By: _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner shall carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.



530 JOHN DIETSCH BLVD.
NO. ATTLEBORO, MA 02760
Phone: (508)695-7138 Fax: (508)695-9047
www.GreenwoodEV.com

PROPOSAL GEV# 1608-10

Options

- | | |
|---------------------------------|-------------|
| 1. (9.01) Rebuild fire pump | \$14,870.00 |
| 2. (9.02) Replace waterway seal | \$4,960.00 |
| 3. (9.03) Performance bond | \$4,972.00 |

Note:

Rebuild fire pump includes: Remove hale pump & gearbox. Clean & inspect all components. Rebuild G gearbox with all new bearings & seals. Reassemble pump with new impeller center section with new seals & gaskets. Will advise department if any other major components require replacement.

TOWN OF AYER, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this 16th day of August, 2016 by and between the TOWN of Ayer, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 1 Main St. Ayer, Massachusetts, hereinafter referred to as the "TOWN", and Greenwood Emergency Vehicles, [an "S" corporation] having a usual place of business at 530 John Dietsch Blvd. North Attleboro, MA 02760, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the purchase and delivery of Refurbishment of Ayer Ladder #1, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of the refurbishment of Ayer Ladder #1 as outlined in the bid document.
3. TERM OF CONTRACT. This Agreement shall be in effect from August 16th 2016 and shall expire on August 16th 2017, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. Total Bid Price \$247,980.
5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.

6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. INSURANCE. A. The CONTRACTOR shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN.

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverage shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.
10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.
11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions

resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. **INSPECTION AND REPORTS.** The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
13. **SUCCESSOR AND ASSIGNS.** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
14. **COMPLIANCE WITH LAWS.** The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
15. **NOTICE.** Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when

deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

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

17. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation is available in the amount of this contract.

TOWN OF AYER, MA

By its: SELECTMEN

Town Accountant

CONTRACTOR:

(Signature)

(Name and Title)

An Ayer Office of Community & Economic Development Memorandum

To: Robert Pontbriand, Town Administrator
From: Alan S. Manoian Dir. of Community & Economic Development
Date: 8/5/2016
Re: Request for Main Street Downtown Ayer 45-Minute Road Closure to Support
Page Hilltop Elementary School "International Day of Kindness"
FreezeMob/FlashMob Group Dance

At the request of Fred Deppe, Principal – Page Hilltop Elementary School, the Ayer Office of Community & Economic Development attended a planning meeting on 8/3 at North Middlesex Savings Bank to provide support, advice and assistance for a prospective new & exciting Ayer Community Happening in Downtown Ayer.

Sunday, November 13th is internationally recognized and celebrated as "World Kindness Day". Principal Deppe proposes to conduct in partnership with the Life Vest Inside organization (see link Life Vest Inside <http://www.lifevestinside.com/>) a spectacular choreographed group "FreezeMob/FlashMob" Dance (see link of Dance for Kindness 2016 Promo Video <https://www.youtube.com/watch?v=XwSfIP5CkiM>) by the young students of the Page Hilltop School.

Also in attendance at the proposed event meeting on 8/3 were Lt. Brian P. Gill of Ayer Police Dept., Jeff Thomas-Dir. of Ayer Parks Dept., Elizabeth Lewis-Asst. Principal Page Hilltop School and several North Middlesex Savings Bank officials.

The proposed event organizers are requesting authorization from the Ayer Board of Selectmen to close off Main Street between Washington Street and Columbia Street on Sunday, November 13th from approximately 12:45PM-1:30PM in order to accommodate the spectacular choreographed youth group dance.

The Ayer Office of Community & Economic Development has extensive professional experience in organizing and conducting large downtown public events and we will provide strong support and guidance to the event organizers and the student body of Page Hilltop Elementary School to assure Ayer's Day of Kindness Happening will be one of the best in the world on November 13th.

MASSACHUSETTS DEVELOPMENT FINANCE AGENCY

AMENDMENT NO. 2 TO AGREEMENT FOR SERVICES

This Amendment to Agreement for Services (the "Amendment") is made and entered into as of ____ day of _____, 2016 by and between the Massachusetts Development Finance Agency ("MassDevelopment" or the "Agency"), a Massachusetts body politic and corporate created and established under Chapter 23G of the Massachusetts General Laws, having its principal place of business at 99 High Street, 11th Floor, Boston, MA 02110, and the Town of Ayer, Massachusetts, having a principal place of business at 1 Main Street, Ayer, MA 01432 (the "Town").

WITNESSETH THAT

WHEREAS, the Agency and the Town entered into an Agreement for Services ("the Agreement") dated as of September 1, 2012, and a First Amendment dated as of August 11, 2015, whereby the Town is providing veterans services to eligible veterans residing in the Devens Regional Enterprise Zone (DREZ); and

WHEREAS, the Agency and the Town wish to amend the Agreement pursuant to the terms of the Amendment,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent of being legally bound, the parties hereby agree as follows:

1. The first sentence of Article 7A of the Agreement is hereby deleted in its entirety and replaced with the following language:

"The Term of this Agreement shall be from the effective date of this Agreement to August 31, 2017."

2. All of the terms of the Agreement, as amended pursuant to the terms hereof, and all representations made by the Town in the Agreement, including, without limitation, representations made regarding the payment of state taxes, are hereby restated, ratified and confirmed in their entirety as of the date hereof.

3. This Amendment may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Amendment has been executed by the Agency and the Town and is effective as of the date first written above.

**MASSACHUSETTS DEVELOPMENT
FINANCE AGENCY**

Approved As To Form
Agency Counsel

By: _____
Name: Thatcher W. Kezer III
Title: Senior Vice President, Devens

TOWN OF AYER

By: _____
Name: Gary J. Luca
Title: Chair, Ayer Board of Selectmen

COPY

On behalf of the Montachusett Metropolitan Planning Organization (MMPO), I would like to submit the following comments regarding Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) MPO Coordination and Planning Area Reform Notice of Proposed Rulemaking (NPRM) released on June 27, 2016 in the [Federal Register](#),

The Montachusett MPO serves 22 communities in north central Massachusetts with a diverse population of approximately 230,000 individuals. Centered on the Leominster-Fitchburg Urbanized Area (UZA), the MMPO serves three cities and 19 mostly rural communities. Because of the expansion of the Boston UZA on our eastern borders, it appears that under these new proposed rules the MMPO would need to coordinate activities, merge or redefine our planning boundary with the Boston UZA. The communities affected by this proposal are located some 40 to 60 miles from Boston center and have little if any relationship to the city and its surrounding metropolitan area.

Over the history of the MMPO we have developed a strong and active process with our member communities through outreach and one on one interaction. The current structure and planning area allow us to effectively coordinate with and respond to the needs of the municipalities. Redefining the metropolitan areas will simply create a larger more cumbersome planning process that would effectively limit and drive down local input from the smaller outlying communities. This rule if implemented would adversely impact the transportation planning process by removing this local control and involvement. Those communities in our region that are on the fringe of the Boston UZA, which in itself will need to deal with newer and more complexed issues raised by this NPRM such as multi-state jurisdiction and coordination, will find it difficult to participate in and be heard in the development of the proposed one set of planning documents per UZA.

It is also the feeling of the Montachusett MPO that this NPRM rather than improve the MPO process instead overly complicates matters as well as contradicts prior efforts to improve efficiency and coordination between the state and the local municipalities. Massachusetts and its MPOs have worked over the past few years to improve communication between each other to the point where there now exists a fairly active and transparent planning process that encourages and supports local efforts and involvement.

This NPRM also seems to run contradictory to past efforts from the federal government to improve and address equity issues among the diverse MPO populations. The Montachusett MPO has worked closely with its state and federal partners to enhance involvement in the overall transportation planning process by improving communication with local organizations and groups and by being accountable and available to the people of the region. By redesignating, merging or redefining the MPO as outlined in the NPRM, that accessibility and accountability will be lost due to the size and

complexity of these new planning districts. Local involvement will be dramatically curtailed.

Because of these issues, the Montachusett Metropolitan Planning Organization strongly opposes the proposed rulemaking and its potential implementation as currently defined. The NPRM will significantly impact our MPO, its ability to effectively work with and for our member communities and adversely affects equity and the local planning process. The Montachusett MPO requests that the scope of this NPRM be reconsidered and that any efforts in MPO coordination be limited to the improvement, sharing and enhancement of information and data between federal, state and local partners without reshaping current MPO districts.

Thank you for the opportunity to comment on this important NPRM.

Sincerely,

Glenn Eaton

FHWA/FTA Release of MPO Coordination Notice of Proposed Rulemaking (NPRM)

The Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) released on June 27, 2016 the MPO Coordination and Planning Area Reform Notice of Proposed Rulemaking (NPRM) in the [Federal Register](https://www.federalregister.gov/articles/2016/06/27/2016-14854/metropolitan-planning-organization-coordination-and-planning-area-reform). (<https://www.federalregister.gov/articles/2016/06/27/2016-14854/metropolitan-planning-organization-coordination-and-planning-area-reform>)

The NPRM proposes the following changes to the transportation planning regulations (23 CFR Part 450):

- Changes to the definition of Metropolitan Planning Area would clarify that it must include the entire urbanized area, plus the contiguous area forecast to become urbanized within the 20 year planning horizon. (In practice, Metropolitan Planning Area has been synonymous with the MPO boundary, but in statute, the Metropolitan Planning Area is intended to be the entire urbanized area. In complex areas, the statute envisions there could be multiple MPOs within one metropolitan planning area.)
- Governors and MPOs would determine whether multiple MPOs are warranted within a single Metropolitan Planning Area, based on the size and complexity of the area.
- Multiple MPOs within a metropolitan planning area would jointly develop planning products including a single metropolitan transportation plan, TIP, and performance targets.
- In order to improve State coordination with MPOs, States and MPOs would be required to maintain a current planning agreement, which would include a dispute resolution process, and would be required to coordinate on analyses of areas within the metropolitan planning area.

The comment period for the NPRM will close on August 26, 2016. The USDOT encourages all affected parties to review the proposed rule and submit comments to the [Docket](#).

The National Association of Regional Councils (NARC) has completed an analysis of the NPRM, along with a section-by-section discussion of the changes the NPRM would make to the regulations that govern MPOs. This analysis can be found at:

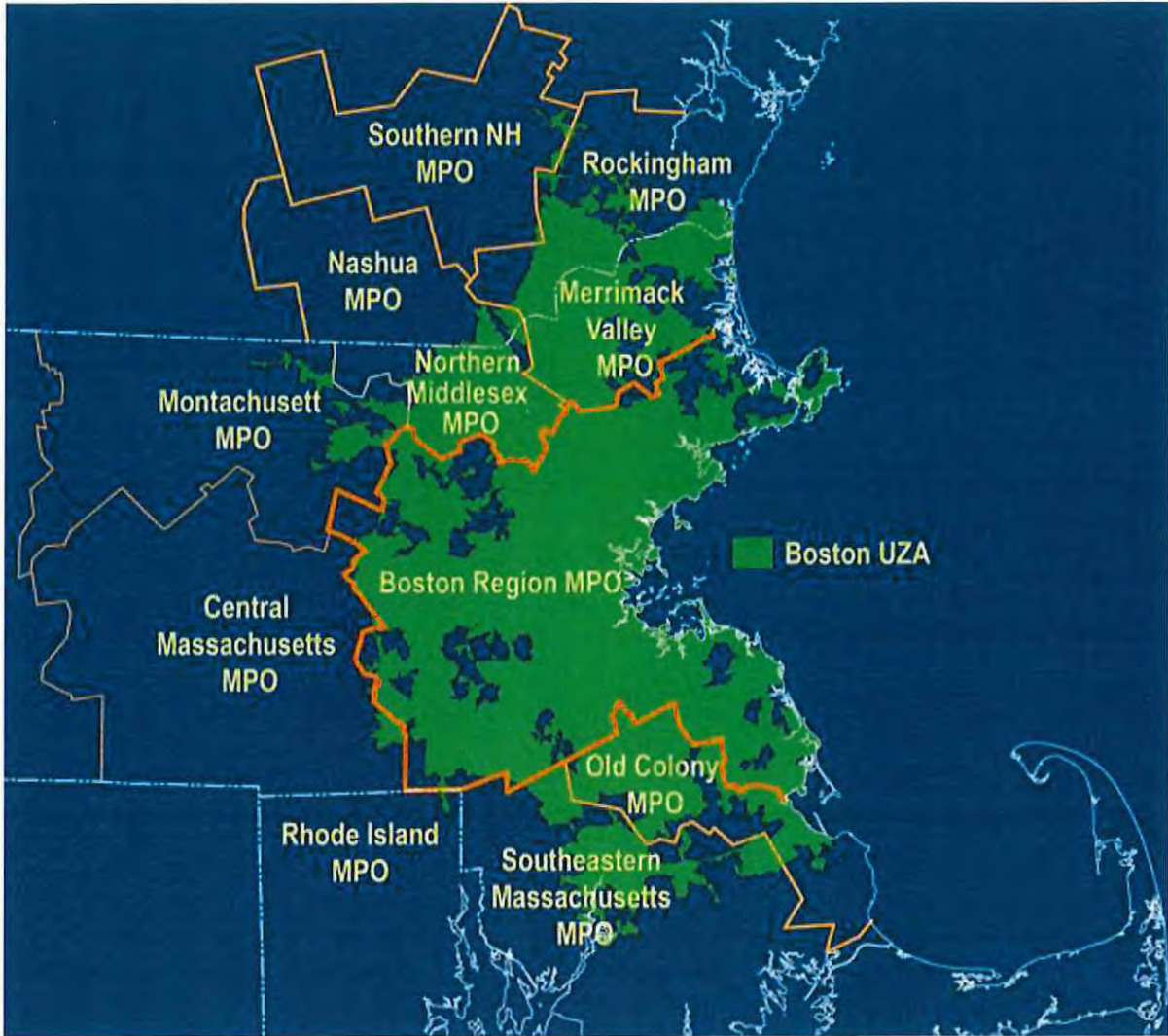
- [NARC's analysis of the NPRM](http://narc.org/wp-content/uploads/NARC-MPO-Coordination-NPRM-Analysis-2016-07-19-FINAL.pdf)
(<http://narc.org/wp-content/uploads/NARC-MPO-Coordination-NPRM-Analysis-2016-07-19-FINAL.pdf>)

In addition, NARC has created several other products related to the NPRM:

- [NPRM Red Lines](http://narc.org/wp-content/uploads/NPRM-Red-Lines.pdf) (this shows the changes the NPRM will make to federal code)
(<http://narc.org/wp-content/uploads/NPRM-Red-Lines.pdf>)
- NARC Webinar on MPO Coordination NPRM held on 7/13/2016
 - [Webinar recording](https://www.sugarsync.com/pf/D2914252_07531117_990669)
(https://www.sugarsync.com/pf/D2914252_07531117_990669)
 - [Webinar Slides](http://narc.us1.list-manage.com/track/click?u=6f332e973fea19c6d59ade453&id=e6547e8324&e=eb4ee0a14c)
(<http://narc.us1.list-manage.com/track/click?u=6f332e973fea19c6d59ade453&id=e6547e8324&e=eb4ee0a14c>)

Again, the comment period for the NPRM will close on August 26, 2016. The USDOT encourages all affected parties to review the proposed rule and submit comments to the [Docket](https://www.federalregister.gov/articles/2016/06/27/2016-14854/metropolitan-planning-organization-coordination-and-planning-area-reform#open-comment). (<https://www.federalregister.gov/articles/2016/06/27/2016-14854/metropolitan-planning-organization-coordination-and-planning-area-reform#open-comment>)

Boston Urbanized Area and Surrounding MPO's (map courtesy of MAPC)



FHWA/FTA Release of MPO Coordination Notice of Proposed Rulemaking (NPRM)

Overview

"...proposes to improve the transportation planning process by strengthening the coordination of MPOs and States and promoting the use of regional approaches to planning and decision-making."

"These proposed changes to the planning regulations are designed to facilitate metropolitan and statewide transportation planning processes that are more efficient, more comprehensible to stakeholders and the public, and more focused on projects that address critical regional needs."

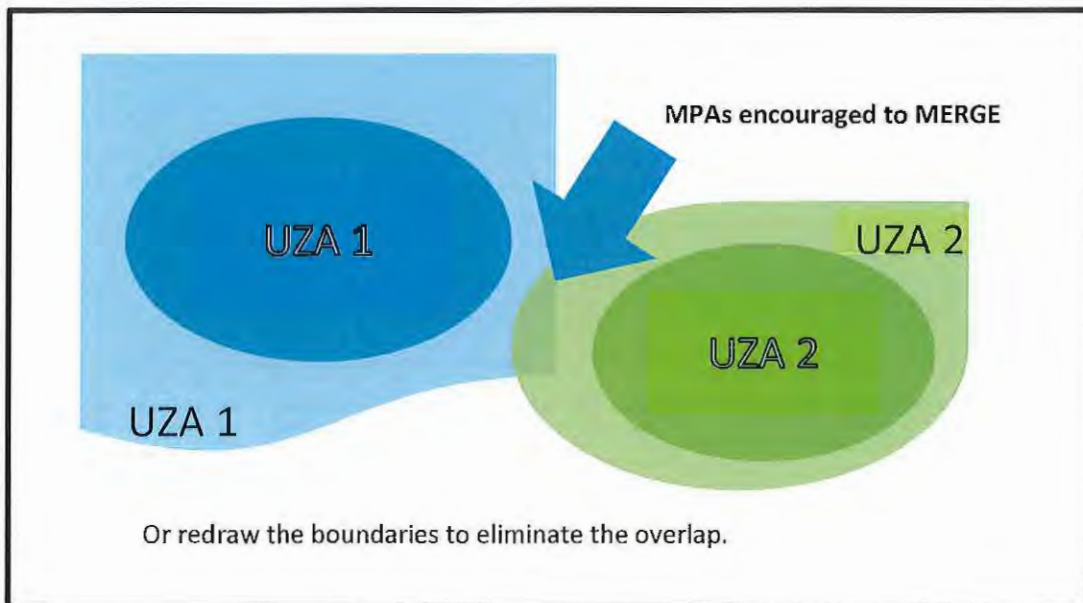
The basics of what the NPRM does:

- Revises the definition of Metropolitan Planning Area (MPA)
 - Updates the existing definition so that an MPA contain, at a minimum, the entire urbanized area (UZA) and the area expected to become urbanized in the next 20 years
 - Clarifies that MPA boundaries are not necessarily synonymous with MPO boundaries
- Once the MPAs are redrawn to meet this requirement, if more than one MPO exists within the same MPA:
 - They are encouraged (but not required) to merge. Governor and existing MPOs would make the determination whether the "size and complexity of the MPA make the designation of multiple MPOs appropriate"
 - **Appropriate to have more than one MPO? No.** MPOs must either: 1) merge OR 2) adjust jurisdictions so only MPO in MPA
 - **Appropriate to have more than one MPO? Yes.** Remaining MPOs must together 1) produce unified planning docs so each UZA has only one Long Range Transportation plan (LRTP), Transportation improvement Program (TIP), and set of performance targets AND 2) establish procedures for joint decision-making, including a process for resolving disagreements.

What Happens When:

- Within two years
 - MPA Boundaries:
 - Each MPA is reconsidered in light of its relationship with the UZA.
 - MPAs must be redrawn to contain, at a minimum, the entire UZA plus the area anticipated to be urbanized in the next 20 years.
 - Where multiple MPAs exist in a UZA, they must be merged so that a single MPA exists for the entire UZA
 - The ultimate shape of the MPA is determined based on agreement between existing MPOs and relevant governor(s).
 - MPOs:
 - When >1 MPO in an MPA remains, those MPOs must establish joint agreements determining planning responsibilities and a dispute resolution process
 - States and MPOs jointly establish a dispute resolution process that is documented in their planning agreement
- After each Decennial Census
 - MPA Boundaries:

- All MPAs are reconsidered in light of the new UZA plus the area expected to be urbanized within 20 years
- If the new MPA boundaries overlap, MPAs must either: 1) merge OR 2) be redrawn so as to remain separate
- Where previously separate UZAs have been merged by Census into one large UZA, the MPA must be redrawn based on this
- MPOs:
 - Reconsider their position relative to the newly redrawn MPAs
 - When >1 MPO exists in an MPA, governor(s) and existing MPOs determine whether complexity of the MPA warrants >1 MPO
 - **No.** 1) merge OR 2) adjust jurisdictions
 - **Yes.** 1) produce unified planning docs so each UZA has only one LRTP, TIP, and set of performance targets AND 2) establish procedures for joint decision-making, including a process for resolving disagreements.



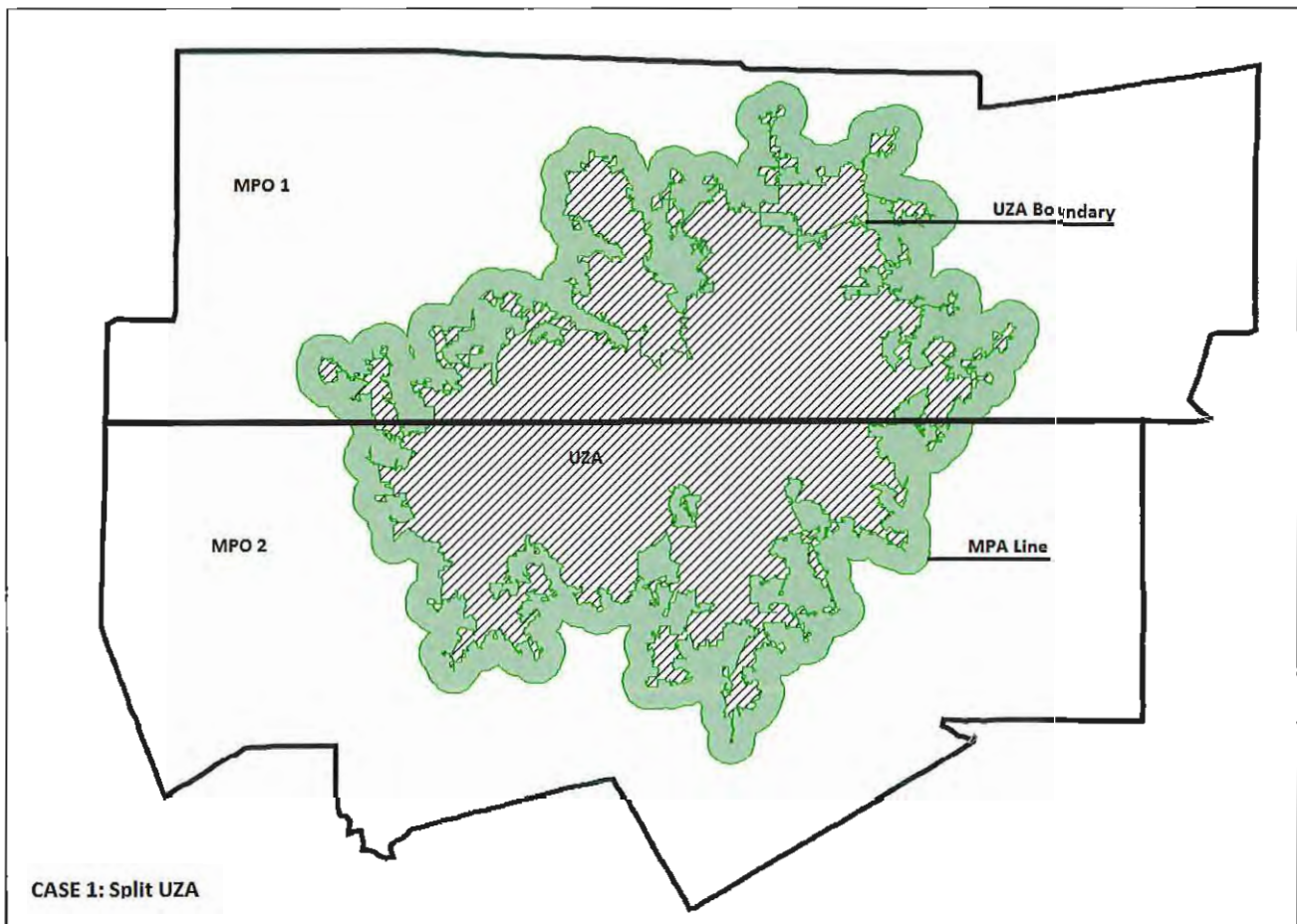
Potential Outcomes in Multiple Metropolitan Planning Organization (MPO) Scenarios

This document briefly describes sample scenarios for how the proposed rule could affect MPOs.

Example 1: A single urbanized area (represented as the diagonal shaded area) is bisected with two MPOs both designated for the MPA.

Planning boundary requirement: In this situation, the Governor and MPOs would be required to make a determination that the size and complexity of this MPA make the designation of multiple MPOs appropriate. If they determine that it's appropriate for them to remain separate, the MPOs would be required to jointly set the MPA boundaries, which at a minimum must include the entire urbanized area and the contiguous area that is forecast to become urbanized within the 20-year planning horizon.

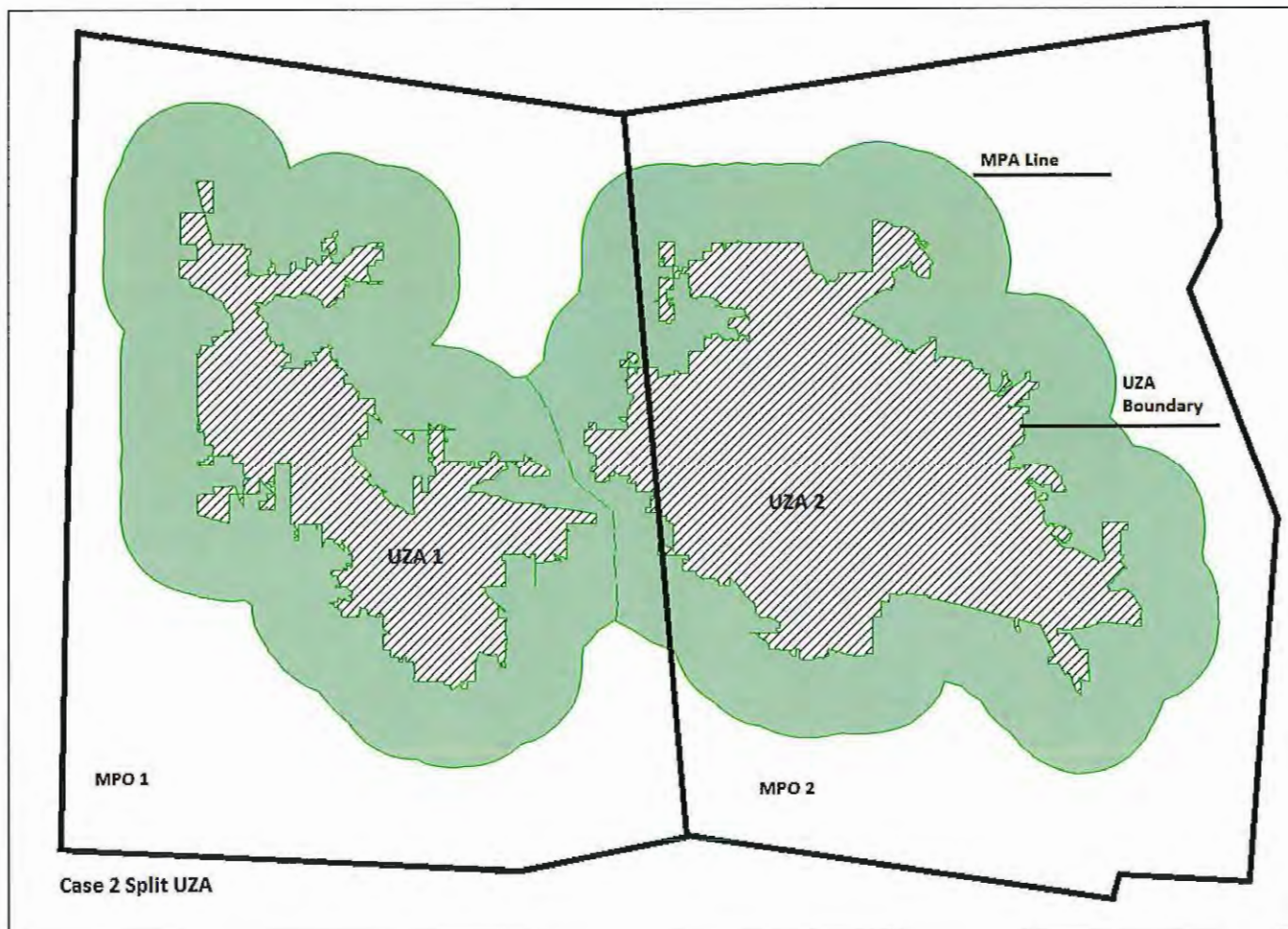
Coordination requirement: MPO 1 and MPO 2 would be required to jointly develop unified planning products, including a single TIP, metropolitan plan, and performance targets for the entire MPA.



Example 2: The area of UZA 2 has spread into the MPA of UZA 1.

Planning boundary requirement: In this situation, the Governor and MPOs would be encouraged but not required to merge their MPAs. The minimum MPA boundary for each MPA would be decided jointly by the Governor, MPO 1 and MPO 2; MPA 1 would have to include the entirety of UZA 1, and MPA 2 would have to include the entirety of UZA 2, plus the respective contiguous areas forecast to become urbanized within the 20-year planning horizon. In coordination with the Governor, MPOs 1 and 2 could also decide to adjust their respective MPO jurisdictional boundaries such that MPO 1 was the sole MPO designated with MPA 1 and MPO 2 the sole MPO designated in MPA 2.

Coordination requirement: As currently designated, MPO 1 and MPO 2 would be required to jointly develop unified planning products for MPA 1, including a single TIP, metropolitan plan, and performance targets, because both MPOs are designated within MPA 1. MPO 2 would have sole authority to develop planning products for MPA 2, because MPO 2 is the only MPO designated in MPA 2. If the MPO jurisdictional boundaries were adjusted such that each MPO was designated in only one MPA, they would not be required to jointly develop unified planning products.



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



Tuesday July 12, 2016
Meeting Minutes

Broadcast and Recorded by APAC

Present: Gary J. Luca, Chair; Christopher R. Hillman, Vice-Chair; Jannice L. Livingston, Clerk
Robert A. Pontbriand, Town Administrator
Carly M. Antonellis, Assistant to the Town Administrator

Call to Order: G. Luca called the meeting to order at 7:00 PM.

Announcements: G. Luca made announced that 1st quarter taxes are due on August 1, 2016.

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

Review and Approve Agenda: R. Pontbriand asked to make the following amendments to the agenda under the Town Administrator's Report: #6 "Constellation Energy Contract" and #7 "UDAG approval for FY' 16 Town Counsel budget. C. Hillman asked to add #2 under New Business "Sandy Pond School Update".

Motion: A motion was made by J. Livingston and seconded by C. Hillman to approve the agenda as amended. **Motion passed 3-0.**

Public Input: None

MART/MRPC - Ayer Commuter Rail Surface Parking Lot and Access Improvement Project Update:
Mo Khan from MART and George Kahale from MRPC were in attendance to give an update on the Commuter Rail Surface Parking Lot and Access Improvement Project.

M. Khan thanked the BOS and the Town for the action taken at the Annual Town Meeting relating to the eminent domain takings at Depot Square and stated it was important to get the entire project started.

G. Kahale presented two plans depicting the entire project and reported that the appraisals for the three Park Street properties were underway. He also reported that the Town, MART, MRPC are in the process of working with DCR relative to the transfer of the lot to the Town of Ayer.

G. Kahale also reported that 8 firms have submitted proposals in response to MART's RFP for the design of the project. He also stated that at this point in the conceptual design, the walkway will be moved from in back of the Advocates Building to the front of the building.

C. Hillman asked if MART had considered razing the building to enhance the potential of a handicap access platform in the future. M. Khan stated that it was ultimately up to the Town to decide but there was money available to rehab the building into a waiting area for those taking the train. R. Pontbriand added that the Advocates Building will be vetted by the engineering firm chosen to design the project.

Frank Maxant, 14 Williams Street asked for clarification on what properties on Park Street were being purchased. G. Kahale gave clarification that it is the Vlahos property, the former La Cita restaurant and the former Nu-Kar Automotive Building.

Mr. Alan Manoian, Economic and Community Development Director:

Islands of Ayer Program – A. Manoian presented his “Islands of Ayer” spot Beautification Program. He reported that he is currently doing an inventory of how many spots are available prior to officially launching the program. Also, they will be working with interested applicants to ensure that proper vegetation is planted and maintained.

Update on RFP for former Fire Station – A. Manoian gave the BOS an update on the Central Fire Station Building. He stated that he met recently with the Massachusetts Office of Housing and Economic Development and that the proposed project, in concept form, could be eligible for EDF (Economic Development Fund) grants. He also said that the RFP is nearly complete and would be advertised within the next couple of weeks.

Fire Chief Robert J. Pedrazzi: *Approval of Radio Purchase Order* – Chief Pedrazzi was in attendance to request the approval of a Purchase Order in the amount of \$137,954.98 to purchase new radio equipment for the Fire Department. Chief Pedrazzi explained that this was approved as a Capital Budget item by Town Meeting.

Motion: A motion was made by J. Livingston and seconded by C. Hillman to approve Purchase Order (782016FD) for Motorola Solutions in the amount of \$137,954.98 with signature by the Chair. **Motion passed 3-0.**

Town Administrator's Report:

Chapter 61 Nashua Street Extension Update/ Working Group Proposal – R. Pontbriand reported that the Town received the appraisal for Nashua Street Extension and the appraised valuation came in at \$535,000. R. Pontbriand asked the BOS if they would like to schedule a Public Hearing at the next BOS meeting. Board members indicated yes; therefore, a Public Hearing will be scheduled for August 16, 2016.

R. Pontbriand then stated that he was working on developing a Ch. 61 Working Group to compile and review all land in Chapter 61. The Group will consist of the Assessor, a Planning Board representative, Conservation Commission representative, Open Space and Recreation Committee representative, the Town Administrator, the Town Accountant and the Economic and Community Development Director.

Appointment of Chief Procurement Officer – R. Pontbriand stated that the Inspector General's Office is requesting updated procurement information from all municipalities. Though he is serving as the Town's Chief Procurement Officer by virtue of his position, he is requesting that the BOS appoint him as the Town of Ayer's Chief Procurement Officer.

Motion: A motion was made by J. Livingston and seconded by C. Hillman to appoint the Town Administrator as the Chief Procurement Officer for the Town of Ayer indefinitely. **Motion passed 3-0.**

Household Hazardous Waste Center Contract Amendment #4 – R. Pontbriand presented the 4th amendment to the Household Hazardous Waste Center Contract Agreement stemming from the Town of Clinton joining the collaborative.

Motion: A motion was made by C. Hillman and seconded by J. Livingston to approve amendment #4 to Household Hazardous Waste Center Contract agreement. **Motion passed 3-0.**

Approval of Green Communities Grant Contract for \$217,046 – R. Pontbriand presented the Green Communities Grant Contract recently awarded to the Town by the Massachusetts Department of Energy Resources in the amount of \$217,046 for the LED Street Light conversion project; LED lighting at the fire station; DPW Garage and Main Office; and the installation of a variable drive for the Grove Pond Water Treatment Plant.

Motion: A motion was made by C. Hillman and seconded by J. Livingston to accept the Green Communities Grant in the amount of \$217,046 with signature by the Chair. **Motion passed 3-0.**

Constellation Energy Agreement - R. Pontbriand stated that the Town's electric/energy rates are closely monitored so that the Town can enter into agreements to reduce energy costs. He, through the Facilities Director and Town Accountant, are recommending that the BOS amend its contract with Constellation Energy for one year beginning November 2016 through November 2017 at a rate of \$.0826/kwh. This is a savings of \$.0113/kwh.

Motion: A motion was made by J. Livingston and seconded by C. Hillman to approve the contract with Constellation Energy beginning November 2016 – November 2017 at \$.0826/kwh with signature by the Chair. **Motion passed 3-0.**

UDAG approval for FY' 16 Town Counsel Budget – R. Pontbriand requested the BOS approve a transfer from the UDAG fund in the amount of \$382.67 to close out the FY'16 account to be replenished at Town Meeting. R. Pontbriand explained that a Reserve Fund Transfer Request for the Town Counsel line item was approved in May by the BOS, including a \$5,000 contingency. He further explained that the Finance Committee approved the request but removed the \$5,000 contingency, therefore he is requesting a transfer from the UDAG account.

Motion: A motion was made by C. Hillman and seconded by J. Livingston to approve the transfer of \$382.67 to the Legal Services line item to close the FY'16 account and to replenish at Town Meeting. **Motion passed 3-0.**

New Business/Selectmen's Questions:

C. Hillman asked that the Town Administrator and Town Account request an accounting on the Habitat for Humanity Central Avenue project. C. Hillman stated that his impression was that if there was money remaining from the \$100,000 appropriation, it was supposed to go back to the Town.

Sandy Pond School Association Update (Selectman Hillman) – C. Hillman stated that he spoke with Irving Rockwood from the Sandy Pond School Association and handed out an update of the progress being made at the Sandy Pond School Association Building.

FY' 17 State Budget (Selectman Luca) – G. Luca stated that the State is looking at a revenue shortfall in the coming year and that the Town should begin the FY '18 budget process sooner and start restraining local spending.

R. Pontbriand stated that the Ayer Shirley Regional School District would be holding a Chapter 70 information session and more information would be forth coming.

Ms. Mary Spinner, 18 Myrick Street stated that the Energy Committee should be looking into a Town wide energy program that all residents can benefit from.

Mr. Frank Maxant, 14 Williams said the Town should look at working with Mass Development for energy savings.

Approval Meeting Minutes: A motion was made by J. Livingston and seconded by C. Hillman to approve the meeting minutes of June 21, 2016. **Motion passed 3-0.**

Adjournment:

Motion: A motion was made by J. Livingston and seconded by C. Hillman to adjourn at 8:46 PM. **Motion passed 3-0.**

Minutes Recorded and Submitted by Carly M. Antonellis

Date Minutes Approved by BOS: _____

Signature Indicating Approval: _____

DRAFT