

RECEIVED  
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TOWN OF AYER  
2018 JAN 19 AM 10:00

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



**Tuesday January 23, 2018**  
**Open Session Meeting Agenda**

- 7:00 PM**                    **Call to Order**  
Pledge of Allegiance; Review and Approve Agenda; Review of Warrant(s);  
Announcements
- Special Recognition**  
P.N. Laggis, Co.
- 7:05 PM\***                    **Public Input**
- 7:10 PM**                    **Appointment of Assistant Town Accountant**
- 7:15 PM**                    **Police Chief William A. Murray, Ayer Police Department**  
1. Contract Execution Radio Infrastructure Improvement Project  
2. Appointment of Full Time Dispatcher  
3. Appointment of Per Diem Dispatcher
- 7:20 PM**                    **Superintendent Mark Wetzel, Department of Public Works**  
1. East Main Street Final Design  
2. Wastewater Inflow / Infiltration (I/I) Study Update  
3. Carlton Circle Projects  
4. MRPC District Local Technical Assistance Grant  
5. Other discussion items
- 7:45 PM**                    **Town Planner Mark Archambault**  
1. Proposed Zoning Bylaw Overview
- 8:05 PM**                    **Town Administrator's Report**  
1. Administrative Update  
2. FY '19 Budget Process Update  
3. Opening of the 2018 Annual Spring Town Meeting Warrant  
4. Adoption of G.L. c. 32B, Sections 21-23  
5. Signing of Rail Trail Lot Transfer Documents  
6. Signing of PII/OT Agreement with Citizens Energy – Landfill Site  
7. ASRSD Regional Agreement Discussion
- 8:40 PM**                    **New Business/Selectmen's Questions**
- 8:45 PM**                    **Approval of Meeting Minutes**  
January 9, 2018
- Adjournment**


*\*Agenda times are for planning purposes only and do not necessarily constitute exact time*  
The next regularly scheduled meeting of the Board of Selectmen is Tuesday February 6, 2018 at 7:00 PM

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](http://www.ayer.ma.us)

January 17, 2018

Ms. Kerry A. Cooper  


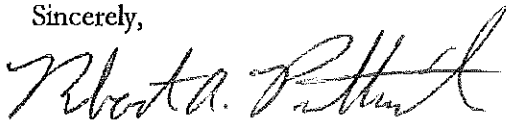
Dear Ms. Cooper,

Congratulations! I am pleased to offer you the position of Assistant Town Accountant. Your appointment will go before the Board of Selectmen on Tuesday January 23, 2018 at 7:00 PM. The hourly rate for the position is \$23.59 pursuant to the enclosed AFSCME 93 Town Hall Clerical Union Contract. As discussed, your start date with the Town of Ayer will be Monday February 5, 2018.

As you know the position is a Full-Time, benefitted position. Hours of work are Monday, Wednesday, Thursday 8:00 AM – 4:00 PM; Tuesday 8:00 AM – 7:00 PM; and Friday 8:00 AM – 1:00 PM.

We are looking forward to you working with us at Town Hall!

Sincerely,



Robert A. Pontbriand  
Town Administrator

Enclosure: AFSCME 93 Clerical Union Contract

Copy w/o Enc.: Personnel File

## Kerry Ann Cooper

### Objective

To utilize my educational and software skills in a business environment preferably but not limited to Accounts Payable, Accounts Receivable, Human Resources and Payroll.

### Education

#### Mount Wachusett Community College Gardner, MA

- **Major:** Business Administration - May 2000
- **Minor:** Certificate - Computerized Accounting – May 1999
- **Related Courses:** Accounting I & II, Computerized Accounting, Macroeconomics, Microcomputer Applications, Business Organization, Business Law, Principles of Management, Marketing
- **Cumulative GPA:** 3.54; Deans List, Merit List

### Employment

#### Lunenburg Public Schools

Account Services Data Manager , Lunenburg, MA

Oct 2010 - Present

- Process State and Federal Reporting (SIMS, EPIMS, SCS, CRDC)
- Accounts Payables / Receivables
- Accountability of the Revolving Accounts
- Administrator of the Food Service Program
- Data Base Manager of the Student Information System and other software in the District
- Manage the grant accounts and file for Grant Revenue.
- Assist the Superintendent and the Town Accountant with daily operations of the municipality
- Daily Bank Deposits / Cash Receipts
- Audit Building Based Student Activities Accounts

**Reason for leaving:** I am currently still employed but seeking new adventures.

**Supervisor:** Loxi Jo Calmes, Superintendent (978-582-4110)

**Experience Type:** Public School, Full-time

#### Lawrence Academy

AP/AR/ Loan Specialist , Groton MA 01450

Apr 2008 - Oct 2010

- Accounts Payables
- Accounts Receivables
- Loans
- Assist the Business Manager with daily operations of the office
- Daily Bank Deposits / Cash Receipts
- Switchboard Operator

**Supervisor:** Linda Deasy (978-448-6535)

**Experience Type:** Independent School, Full-time

#### Concierge (Part-time)

River Court Residence, Groton, MA

January 2013 – February 2017

- Answer phones
- Greet and Assist Residents and family
- File billing and maintain residents charts
- Distribute menus and Daily Event Sheets
- Assist the different departments in the daily operations

**Accounting Specialist**

Shirley School District, Shirley, MA

**April 2000 –April 2008**

- Accounts Payables
- Accounts Receivables
- Assist with budget preparations and finalizing each fiscal year
- Assist with Payroll and Human Resources
- Bid advertising, preparation and award letters
- Control Student Activities Account
- Coordinate Grants, file for the revenue and finalize each fiscal year
- Create and maintain all accounts for school expenditures
- File Medicaid Administration Claims
- Maintain all Vendor Files including updating all service contracts
- Order all Supplies for the School District

**Referral Correspondence Secretary July 1998 – April, 2000**

Lunenburg Family Practice, Lunenburg, MA

- Assisted patients with their health insurance coverage
- Kept track of medical records, including filing labwork and x-rays onto patient's chart
- Maintained records of patient referrals to different specialists
- Scheduled appointments
- Verified patient health insurance for upcoming surgeries operations

**Assistant Manager**

Sudz-It Laundry, Ayer, MA

**September 1986 – July 1998**

- Assisted customers with laundry and dry-cleaning services
- Employee payroll
- Licensed to maintain and operate a steam boiler
- Maintained both wholesale and retail accounts
- Oversaw amount of cashflow
- Serviced and operated machinery in laundry services
- Supervised production personnel

**Residence Assistant (Part-time)**

Fairlawn Nursing Home, Fitchburg, MA

**June 1987 – February 1988**

- Assisted the Residence in their daily routines (showers, meals, feeding, dressing, etc.)
- Cleaning the Residence rooms and changing bedding.
- Assisted the Nurses as needed
- Correspond and entertain the Residence in daily events

**Bank Teller (Part-time)**

Shirley Cooperative Bank, Shirley, MA

**September 1986 – December 1986**

- Calculated large sums of currency
- Entered and retrieved data from the dos banking software
- Greeted and assisted customers with their banking necessities
- Reconciled daily transactions

**Qualifications**

- Computer Applications: Microsoft Office, Word, Excel, Access, Powerpoint, QuickBooks, Quicken, Unifund Accounting Software, Senior Systems Accounting Software, First Class Applications, Munis Accounting Software, Powerschool Student Information System, Revtrak Credit Software
- Excellent numerical aptitude; skilled in reconciliation.
- Excellent telephone communication skills.
- Proven ability to foster good customer relations.
- Work well independently as well as part of a comprehensive team.
- Notary Public – Commission Expires 8/3/2023



# 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 Pontbriand, file  
**Date:** January 17, 2018  
**Re:** Dispatcher Appointment

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I respectfully request that the Board appointment **Danielle R. Priest** to the position of Full-time Dispatcher to fill an opening caused by a resignation in December.

Ms. Priest grew up in Townsend, where she graduated from the NMRHS in 2015, and is currently a resident of Ashby. She currently works part-time as a secretary at Nashoba Valley Medical Center and as a waitress at the Nashoba Club.

Though Danielle has no experience as a Public Safety Dispatcher she is no stranger to the Public Safety realm. Her mother, Sherry Priest, was a Dispatcher for the Department in the late nineties/early 2000, her father is a MA State Trooper, and her step-father is a Sergeant with Boxboro PD. Danielle has passed a strict background investigation and been through several interviews with various members of the Department. She has satisfied all set criteria and should make a good addition to the Dispatch staff.

Danielle will have to complete several certification classes as well as pass the Department's Dispatch Field Training. Normally new applicants would be sent to a Dispatch Academy but there are none being offered at this time and there is no indication when the next class will be. APD can provide a similar Academy experience that will give Danielle all the necessary certifications and training to perform the job.

I am recommending the Board appoint Danielle, effective immediately, at a Step 1 Dispatcher grade. A condition of the appointment should be that Danielle successfully pass all phases of training by April 10, 2018.



# 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 Pontbriand, file  
**Date:** January 18, 2018  
**Re:** Per Diem Appointment

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Dispatcher Cailey McCarthy resigned from her full-time position, effective 12/23/2017, but requested to remain on as a per-diem Dispatcher. Cailey has been one of our top performing Dispatchers and I enthusiastically support her request. I respectfully request that the Board take whatever step is appropriate in keeping Cailey on the Department as a Per-diem Dispatcher.

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

January 16, 2018

**RE: Radio Communications System Infrastructure Upgrade**

Steven P. Kelly, President  
Timberline Communications, Inc.  
300 Pine Street  
Canton, MA 02021

Dear Mr. Kelly:

Attached find the Notice of Award, 4 copies of the Agreement and the insurance requirements for the above referenced project. Please sign all 4 copies of the Agreement and provide Performance and Payment bonds and insurance certificates and return them to my office by January 22, 2018. The Ayer Board of Selectmen will sign on Tuesday January 23, 2018.

Should you have any questions or comments, please do not hesitate to contact this office.

Regards,

Robert A. Pontbriand  
Town Administrator

Copy: Chief William A. Murray, Ayer Police Department  
John Facella, Panther Pines Consulting, LLC.

SECTION 00810  
NOTICE OF AWARD

Dated January 9, 2018

Project:	Owner: <b>Town of Ayer</b>	Owner's Contract No.:
Contract: <b>Radio Communications System Infrastructure Upgrade</b>	Engineer's Project No.: <b>17PD01</b>	
Bidder: <b>Timberline Communications, Inc.</b>		
Bidder's Address: (send Certified Mail, Return Receipt Requested) <b>300 Pine Street Canton, MA 02021</b>		

You are notified that your Bid dated November 29, 2017 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for **\$567,181.00**.

\$520,184.00 *Base Bid*  
\$6,321.00 *Add Alt 3*  
\$2,460.00 *Add Alt 6*  
\$462.00 *Add Alt 7*  
\$37,754.00 *Add Alt 8*  
**\$567,181.00 Total Project Cost**

The Contract Price of your Contract is Five Hundred sixty-seven thousand one hundred eighty-one dollars (\$567,181).

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

You must comply with the following conditions precedent within [5] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01) [and Supplementary Conditions (Paragraph SC-5.01).]
3. Other conditions precedent:

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

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

Owner \_\_\_\_\_ 1/9/18  
By: Christ R. Kelly  
Authorized Signature  
Chair Board of Selectmen  
Title



Construction of SECTION 00510

AGREEMENT

THIS AGREEMENT is by and between The Town of Ayer, Massachusetts ("Owner") and Timberline Communications Inc., 300 Pine Street, Canton, MA 02021 ("Contractor").

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

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is for the Radio Communications System Infrastructure Upgrade and is generally described as follows:

Construction of new radio antenna and related equipment, generator and related radio equipment as required to upgrade the Ayer Police Department radio.

ARTICLE 2 – THE PROJECT

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

Base Bid – Items 1 and 2	\$520,184.00
Add Alternates 3	\$6,321.00
Add Alternate 6	\$2,460.00
Add Alternate 7	\$462.00
Add Alternate 8	<u>\$37,754.00</u>
<b>Grand Total</b>	<b>\$567,181.00</b>

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 160 days after the date when the Contract Times commence to run as provided in Paragraph 3 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 3.9 of the General Conditions within 180 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 – CONTRACT PRICE**

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

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit and stated in notice of Award (attached) and described in Article 2 "The Project" of this document

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

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

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

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts as Engineer shall determine in accordance with the General Conditions.

#### 6.03 *Final Payment*

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

### ARTICLE 7 – INTEREST

#### 7.01 Not Applicable

### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 5, inclusive).
  2. Performance bond and Payment bond
  3. General Conditions
  4. Specifications as listed in the table of contents of the Project Manual.
  5. Drawings consisting of 5 sheets with each sheet bearing the following general title: Radio Communications System Infrastructure Upgrade.
  6. Addenda (numbers 1 to 4, inclusive).
  7. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 42, inclusive).
  8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - b. Work Change Directives.
    - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

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

### 10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

COPY

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

This Agreement is dated January 23, 2018.

OWNER:

Board of Selectmen  
Town of Ayer  
Ayer, Massachusetts

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

Title: Christopher R. Hillman, Chairman

CONTRACTOR

Timberline Communications, Inc.  
300 Pine Street  
Canton, MA 02021

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

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

[CORPORATE SEAL]

[CORPORATE SEAL]

Approved: \_\_\_\_\_

Title: Treasurer

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

Title: Clerk

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agent for service of process:  
\_\_\_\_\_

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

**SECTION 00610**  
**PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):  
Timberline Communications, Inc.  
300 Pine Street  
Canton, MA 02021

SURETY (Name and Address of Principal Place of Business):

OWNER:  
Town of Ayer  
1 Main Street  
Ayer, MA 01432

**CONTRACT**

Date: January 23, 2018  
Amount: \$567,181.00  
Description (Name and Location): Radio Communications System Infrastructure Upgrade Ayer, MA

**BOND**

Bond Number:  
Date (Not earlier than Contract Date):  
Amount:  
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)  
Name and Title:

(Space is provided below for signatures of additional parties, if required.)

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)  
Name and Title:

**SURETY**

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

**SURETY**

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
  - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract;
    2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
  - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
  - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
  - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY -- Name, Address and Telephone  
 Surety Agency or Broker  
 Owner's Representative (engineer or other party)



**SECTION 00620**  
**PAYMENT BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):  
Timberline Communications, Inc.  
300 Pine Street  
Canton, MA 02021

SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):  
Town of Ayer  
1 Main Street  
Ayer, MA 01432

**CONTRACT**

Effective Date of Agreement: January 23, 2018  
Amount: \$567,181.00  
Description (Name and Location): Radio Communications System Infrastructure Upgrade

**BOND**

Bond Number:  
Date (Not earlier than Effective Date of Agreement):  
Amount:  
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
(Seal)  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
(Seal)  
Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

- 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

- 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2 Claimants who do not have a direct contract with Contractor:
  1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
  2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
  3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. Reserved.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this

Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

- 15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY — (Name, Address, and Telephone)

Surety Agency or Broker:

Owner's Representative (Engineer or other):

### SC-5.03 CERTIFICATES OF INSURANCE

Add the following new paragraph immediately after Paragraph 5.03.B:

- C. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

### SC-5.04 CONTRACTOR'S LIABILITY INSURANCE

Add the following new paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions shall be in accordance with MGL Chapter 149, Section 34A:

a. State:	Statutory	
b. Applicable Federal (e.g., Longshoremen's)	Statutory	
c. Employer's Liability	\$500,000	Each Accident
	\$500,000	Disease per Employee

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages:

a. General Aggregate	\$ 2,000,000	
b. Products - Completed Operations Aggregate	\$2,000,000	
c. Personal and Advertising Injury	\$ 1,000,000	
d. Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000	
e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.		
f. Excess or Umbrella Liability		
1) General Aggregate	\$ 5,000,000	
2) Each Occurrence	\$ 5,000,000	

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

a. Bodily Injury:	
Each Person	\$ 1,000,000
Each Accident	\$ 1,000,000

- b. Property Damage:
    - Each Accident \$ 1,000,000
  - c. Combined Single Limit of \$ 2,000,000
4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
- a. Bodily Injury:
    - Each Person \$ 2,000,000
    - Each Occurrence \$ 2,000,000
  - b. Property Damage:
    - Each Occurrence \$ 1,000,000
    - Annual Aggregate \$ 1,000,000
5. The Town of Ayer shall be included on the policy as additional insurers.

**SC-5.06 PROPERTY INSURANCE**

Delete paragraph 5.06B of the General Conditions in its entirety and insert the following:

B. CONTRACTOR shall be responsible for any deductible or self-insured retention.

Delete Paragraph 5.06.C of the General Conditions in its entirety and insert the following:

C. All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by CONTRACTOR in accordance with paragraph 5.06.A. shall contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER, ENGINEER and each other additional insured by certified mail.

Delete paragraph 5.06D of the General Conditions in its entirety.

# 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: January 17, 2018  
To: Board of Selectmen  
From: Mark Wetzel, P.E. Superintendent of Public Works  
Subject: January 23 Meeting Agenda Items

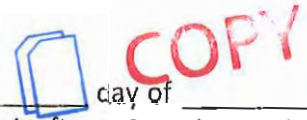
1. East Main Street Final Design – MassDOT has finally approved the 25% design submittal for the East Main Street Reconstruction Project. The next phase of the project is final design and preparing plans and specifications for bidding. Attached is the Professional Services Agreement with WorldTech Engineering for this work, for \$135,000 which was approved at 2017 Annual Town Meeting. Agreement is for execution by the Chairman.

Note that I am working closely with MRPC and MPO to move this project up on the MassDOT funding priority.

2. Wastewater Inflow / Infiltration (I/I) Study Update – The DPW has been working with Arcadis Engineering on identifying the I/I problems in the Town sewer system. They have completed the phase of work that was funded under Groton's agreement with the Town and I will give a brief summary of some of the issues (and future costs) that we have found in this investigation.
3. Carlton Circle Projects – MassDOT has proposed two major improvement projects for Carlton Circle (Ayer Rotary). I will give a brief update on the scope of these projects.
4. MRPC District Local Technical Assistance Grant - The DPW is applying for the DLTA grant to assist us in evaluating potential water supply locations in Ayer. The Town has, over the years, done considerable water supply well investigations. This grant would be used to catalog past test well exploration, evaluate the feasibility for developing future water supply wells and developing a plan for additional testing and land acquisition or protection. The application requires a signed letter from the Board of Selectmen. A draft of the letter is attached. I will give a brief overview of the project at the meeting.
5. Other discussion items:
  - a. Status of Sandy Pond Road Digital Speed Sign Repair;
  - b. Status Update on Implementation of the Columbia Street Truck Exclusion;
  - c. Status Update on Street Lights;
  - d. Idea of a "raised speed bump" at the bottom of the East Main Street Bridge coming into Town

**AGREEMENT FOR PROFESSIONAL  
ENGINEERING SERVICES  
BETWEEN  
THE TOWN OF AYER, MASSACHUSETTS  
AND  
WORLDTECH ENGINEERING, LLC  
FOR THE  
FINAL DESIGN OF  
REHABILITATION OF EAST MAIN STREET**

This AGREEMENT, made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the TOWN OF AYER, MASSACHUSETTS (hereinafter referred to as the "TOWN") and WORLDTECH ENGINEERING, LLC, a limited liability company organized and existing under the laws of the Commonwealth of Massachusetts and having a usual place of business at 300 TradeCenter, Suite 5580, Woburn, Massachusetts (hereinafter referred to as "the CONSULTANT").



WHEREAS, the TOWN, pursuant to the original Agreement for Professional Engineering Services for the Rehabilitation of East Main Street executed on March 24, 2017, desires the CONSULTANT to perform final engineering design services as outlined herein;

The TOWN and the CONSULTANT, for the consideration hereafter set forth, agree as follows:

**I. GENERAL**

- A. For the purposes of this Agreement, the CONSULTANT shall provide final design engineering services necessary for the preparation of 75% thru PS&E plans, specifications, and cost estimates for the rehabilitation of East Main Street, beginning at Harvard Road (Route 2A) at the terminus of State Highway and extending northerly to Main Street, a distance of approximately 2,800 linear feet (0.53 miles). The preliminary (25%) design, as previously submitted to, and approved by, MassDOT shall be advanced to final design.
  
- B. The project shall include operational and safety improvements, multi-modal accommodations (including pedestrians, bicyclists, and transit), roadway rehabilitation, new cement concrete sidewalks with ADA conforming wheelchair ramps, drainage improvements, improvements to traffic operations, new signs and pavement markings, pedestrian and streetscape enhancements, and related work. The project will also include improvements within approximately 50 to 100 feet of the approaches of approximately 10 intersecting side streets and at Harvard Road and Main Street at both ends of the project limits. The TOWN intends to utilize State Transportation Improvement Program (STIP) funding to fund the construction of the project.

C. All work will be performed in conformance with the standards, policies, and procedures of the Massachusetts Department of Transportation (MassDOT) that include but are not necessarily limited to Complete Streets and Healthy Transportation initiatives. All work will be prepared in accordance with MassDOT's latest design requirements, engineering criteria and directives. TOWN design standards and criteria will be utilized where applicable. This Scope of Services does not include the preparation or submission of a Design Exception Report or design waiver to MassDOT. All submittals will be presented to MassDOT for review and comment following approval by the TOWN at the 75%, 100%, and the PS&E% design stages. The Scope of Services shall be apportioned as follows:

- Final Design (75%, 100%, and Final Plans, Specifications and Estimates)
- Bid Phase / Engineering Services During Construction

## **II. SCOPE OF SERVICES**

### **A. Final Design (75%, 100% and Final Plans, Specifications and Estimate [PS&E])**

#### **1. Final Design Documents**

- a. Based upon the approved Preliminary Design Submission by MassDOT, contract documents will be developed suitable for bidding in accordance with the MassDOT's design submission requirements for the 75%, 100% and PS&E submission phases. Final plans will include construction plans, profiles, typical cross sections, and details for sidewalks and curb installation, drainage improvements and other details necessary to complete the work. In addition, this phase of the work shall include, as may be applicable, estimates for major work items, pavement markings, signs, and traffic management plans for safety during construction. This Scope of Services assumes that retaining walls, as may be required, will utilize MassDOT standard details. The custom design of retaining walls, steps, or other structural design elements shall be considered outside of the Scope of Services as described herein.
- b. Supplementary specifications to the MassDOT "Standard Specifications for Highways and Bridges" (latest edition) in the form of Special Provisions will be prepared which may incorporate relevant sections of the TOWN standard specification with approval by the MassDOT. CONSULTANT will prepare special provisions based on the latest edition of the Standard Specifications for Highways and Bridges and Supplemental Specifications, and verify that every item in the estimate that is listed in the MassDOT Standard Nomenclature with an asterisk (\*) has a special provision.
- c. A detailed construction cost estimate shall be prepared based on MassDOT's Weighted Average Bid Prices and submitted electronically through MassDOT's online Construction Project Estimator tool.

## 2. *Preliminary Right-of-Way*

- a. Based on the comments received by MassDOT, the CONSULTANT shall advance the Preliminary Right-of-Way plans and documentation for necessary right of way alterations, easements, or rights of entry particularly for corner roundings, blending of driveways or other minor geometric improvements. The TOWN of Ayer will be the acquiring agency for any easements needed on this project. CONSULTANT will prepare any recordable plans required to implement the designed improvements.

## 3. *Traffic Management*

- a. CONSULTANT will finalize the construction staging plans as well as temporary traffic control construction plans in accordance with the MUTCD such that sufficient information is provided to demonstrate a feasible means of constructing the project. The level of detail shall recognize that the actual traffic management plan implemented by the contractor may vary from that shown on the plans.

## 4. *Landscape / Streetscape Design*

- a. CONSULTANT will finalize streetscape furniture and amenities, as well as planting locations and species based on field investigation and review comments, and will develop planting schedules and tabulate relevant data. CONSULTANT will consult with TOWN'S landscape architect as may be deemed appropriate.

## 5. *Subsurface Investigations / Pavement Design*

- a. Based on comments received by MassDOT on the Preliminary (25%) submittal, a subsurface investigation program will be completed to support the proposed pavement design. The program shall consist of pavement cores and soil testing to determine AASHTO soil classifications for use in the final pavement design. CONSULTANT will subcontract with a boring contractor to perform the pavement cores / soil borings. For the purposes of establishing a budget, an allowance of \$7,500 has been established for material testing. Additional costs for material testing not otherwise provided for shall be billed to the TOWN as a reimbursable expense and is not included in the lump sum fee.

## 6. *MassDOT Submittals*

- a. In accordance with the MassDOT design submission guidelines, updated project schedules, design checklists, plans, special provisions, and construction cost estimates will be completed and submitted to the TOWN and MassDOT (Boston and District Office) for review and comment at the completion of the 75% and



100% design phase. A response to all comments will be provided and corrections implemented into the final design submission. A quality and accuracy review of the documents at each submittal will be conducted to ensure that key aspects of the information to be presented to MassDOT are prepared in accordance with the MassDOT Guidebook, the Standard Specifications for Highways and Bridges and the most recent Supplemental Specifications, Standard Nomenclature and Engineering Directives.

**B. Bid Phase / Engineering Services During Construction**

**1. General**

- a. It is anticipated that the MassDOT will advertise, administer and control the construction phase of this project. The CONSULTANT will provide bid and construction administration services including pre-bid and pre-construction conferences, review and approval of shop drawings, site visits, inspections, meetings, consultation, signal timing adjustments, assistance in the final inspection, or other related work, as requested by the TOWN and/or the MassDOT in connection with the improvement project. An allowance, not to exceed \$15,000, has been established for the purposes of this agreement. This upset limit may be exceeded as an amendment to this agreement based on the level of construction administration services deemed necessary by the TOWN.

**III. FEES**

- A. The TOWN will pay the CONSULTANT full compensation for the work as described in Section II, Part A, "*Final Design (75%, 100% and Final Plans, Specifications and Estimate [PS&E])*", the lump sum fee of **\$135,000.00** (see attached fee schedule).
- B. The fee for the work as described in Section II, Part B, "*Bid Phase / Engineering Services During Construction* " shall be billed to the TOWN on a time and materials basis at the CONSULTANT's Standard Billing Rates in effect at the time that the services are performed. The upset fee shall not exceed **\$15,000.00** without prior authorization from the TOWN.
- C. Direct expenses incurred in conjunction with the performance of the work shall include, but are not necessarily limited to, travel, reproductions, telephone, materials and supplies, shipping, delivery, and postage. Direct expenses are included in the lump sum fee and time and expense fees above.
- D. Reimbursable expenses, as may be required, shall be billed to the TOWN on a direct expense basis at 1.10 times cost. Reimbursable expenses incurred in conjunction with the performance of the work shall include, but are not necessarily limited to police details,

additional printing costs unless otherwise provided for herein, or other additional outside services as may be required and/or requested by the TOWN. Reimbursable expenses are not included in the lump sum fee. Reimbursable expenses are presently estimated at \$0.00.

**IV. MISCELLANEOUS**

- A. It is understood that all information that the TOWN has available relative to the project (i.e., existing plans, traffic study information, crash reports, drainage reports, TOWN design standards, economic and demographic information, etc.) will be made available to the CONSULTANT at no cost so that we may properly review the project area.
- B. Unless otherwise provided for hereinbefore, the attached "Standard Terms and Conditions" are incorporated herein by reference, and shall be considered a part of this Agreement.
- C. Fees for services as described herein will be paid to the CONSULTANT by the TOWN as the work progresses, based upon the presentation of a monthly statement for services by the CONSULTANT. (See attached "Standard Terms and Conditions.").
- D. Nothing contained herein shall obligate the CONSULTANT to prepare for, or appear in arbitration or litigation on behalf of the TOWN or to undertake additional work on matters not included herein, except in consideration of additional compensation mutually agreed upon.

**V. ENTIRE AGREEMENT**

- A. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and shall supersede all understandings and agreements between the parties prior to the date hereof.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year first above written.

WORLDTECH ENGINEERING, LLC

ACCEPTED: TOWN OF AYER, MA



BY: \_\_\_\_\_  
Richard J. Benevento

BY: \_\_\_\_\_  
Christopher Hillman

TITLE: President

TITLE: Chairman, Ayer Board of Selectmen

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS IN BY  
PRIOR APPROPRIATION OR OTHERWISE FOR SERVICES  
RENDERED PURSUANT TO THIS AGREEMENT

BY: \_\_\_\_\_  
Town Accountant

\_\_\_\_\_ Date

\$ \_\_\_\_\_  
Amount Certified

PO#

\_\_\_\_\_ Account #



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

January 23, 2018

Mr. John Hume, Director of Planning and Development  
Montachusett Regional Planning Commission (MRPC)  
64 Abbott Avenue  
Leominster, MA 01453

Dear Mr. Hume,

On January 23, 2018, the Ayer Board of Selectmen voted unanimously to send this letter of support for the Town of Ayer's DLTA Grant Application to assist with a Groundwater Supply Site Prioritization Project.

The Town of Ayer is seeking technical assistance through the current District Local Technical Assistance (DLTA) program round to review existing data and test well records to determine potential sites for future water supply protection and development.

This application seeks the following assistance:

The Town of Ayer has had a public water system since the late 1890's. Currently the Town relies on two groundwater wellfields for public water supply. Over the years, the Town has investigated potential sites for water supplies throughout the Town. This project will review all past groundwater investigation data, add the information to the Town GIS data base and determine if there are potential locations with suitable geology and land area for developing a groundwater supply well for future water supply development. Using the results of this project, potential groundwater supply areas can be further evaluated and protected.

The Ayer Board of Selectmen strongly support this important project and request that you act favorably upon the Town's DLTA Grant Application.

Thank you for your time and consideration.

Sincerely,

Ayer Board of Selectmen

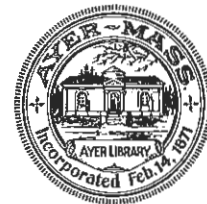
\_\_\_\_\_  
Christopher R. Hillman, Chair

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

\_\_\_\_\_  
Gary J. Luca, Clerk

COPY

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: January 19, 2018

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand  
Town Administrator

SUBJECT: Town Administrator's Report for the January 23, 2018 BOS Meeting

Dear Honorable Selectmen,

I am pleased to transmit to you the following Town Administrator's Report for the January 23, 2018 BOS Meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

Administrative Update:

- I will offer a brief Administrative Update on the various activities, initiatives, and projects of the Administration since the last BOS Meeting on January 9, 2018.

FY 2019 Budget Process Update:

- I will offer a brief update on the FY 2019 Budget Process and answer any questions from the BOS regarding the FY 2019 Budget.

Opening of the 2018 Annual Spring Town Meeting Warrant:

- I am respectfully recommending that the BOS officially open the 2018 Annual Spring Town Meeting Warrant. The deadline for all Warrant Articles including Citizens Petitions will be Friday, April 13, 2018 at 12pm noon. The following is the schedule for the 2018 Annual Spring Town Meeting Warrant:
  - Jan. 23, 2018: BOS officially open the 2018 ATM Warrant;
  - Apr. 13, 2018, 12pm: The deadline for all Warrant Article Submission including Citizens Petitions;
  - Apr. 17, 2018: BOS to review and finalize the 2018 ATM Warrant;
  - Apr. 20, 2018, 12pm: The deadline for the Warrant to go to the printers for printing and mailing;
  - May 14, 2018, 7pm: Annual Town Meeting at the ASRSD High School Auditorium

Adoption of G.L. c. 32B, Sections 21-23:

- As the BOS is aware, the Minuteman Nashoba Health Group which Ayer is a member of for health insurance will be making plan design changes for the purposes of mitigating increased insurance costs for FY 2019. Additionally, as the BOS is aware, health plan design changes are subject to impact bargaining with the Town's Collective Bargaining Units.
- Therefore, I am respectfully recommending that the BOS vote to adopt G.L. c. 32B, Sections 21-23 which will enable the Town to negotiate the impact of these changes with all of the Town Collective Bargaining Units simultaneously using the framework set forth by the statute. Specifically under Section 21, the Town must share at least 25% of the Town's savings from plan design changes with the Town's Collective Bargaining Units. Additionally, I am respectfully recommending that the BOS authorize the Town Administrator, Finance Manager, Benefits and Payroll Manager, and Assistant to the Town Administrator to negotiate a proposed memorandum of agreement subject to BOS review and approval.

Signing of Rail Trail Lot Transfer Documents:

- I am pleased to report that after extensive work with the Department of Conservation and Recreation and the Division of Capital Asset Management, the State will transfer the Rail Trail Parking Lot to the Town of Ayer for the purposes of the Ayer Rail Trail Commuter Parking Lot and Access Improvement Project. In order for this transfer to occur, the BOS are respectfully requested to approve and sign the following documents: 1.) Memorandum of Understanding; 2.) Boundary Line Agreement; 3.) Release Deed; and 4.) Disclosure Statement (See Attached). All of these documents have been reviewed and approved by Town Counsel.

Signing of PILOT Agreement with Citizens Energy – Landfill Site:

- As the BOS is aware, previously the Town executed a lease agreement with Citizens Energy for a solar field to be located on the capped landfill site. As part of that lease agreement, the attached PILOT (payment in lieu of taxes agreement) needs to be approved and signed by the BOS. I am respectfully recommending that the BOS vote to approve and sign the PILOT Agreement with Citizens Energy (See Attached).

ASRSD Regional Agreement Discussion:

- At the request of Selectman Hillman, he would like to have the BOS review and discuss the idea of the Town of Ayer potentially making facility improvements to the Page Hilltop Elementary School. I am currently researching this matter and will be prepared to further discuss with the BOS at the January 23, 2018 meeting. To facilitate that discussion, enclosed is a copy of the Regional Agreement which formed the ASRSD (See Attached).

Thank you.

Attachment(s):

Rail Trail Lot Transfer Documents:

1. Memorandum of Understanding
2. Boundary Line Agreement
3. Release Deed
4. Disclosure Statement

PILOT Agreement with Citizens Energy  
ASRSD Regional Agreement

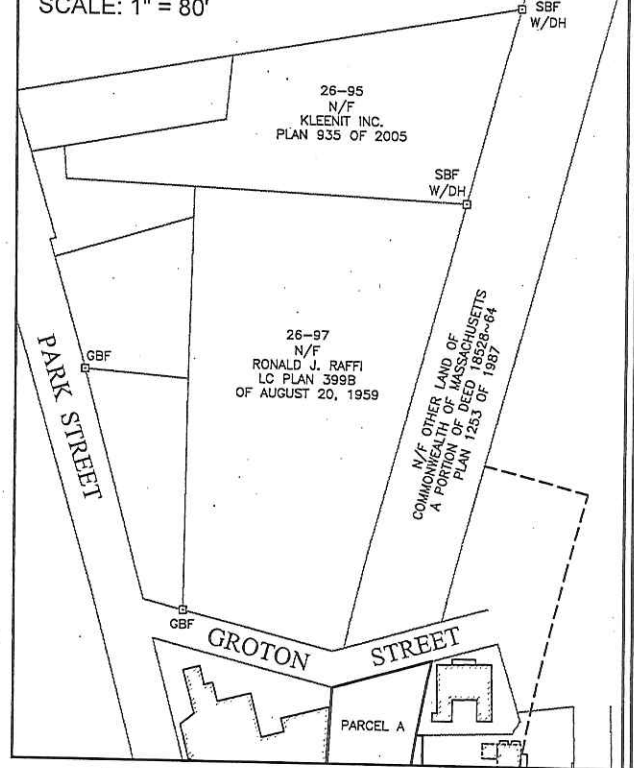
SEE: NORTHERLY VIEW EXTENSION

LEGEND

- 26-160 ASSESSOR'S MAP-PARCEL
- N/F NOW OR FORMERLY
- RRSF RAILROAD SPIKE FOUND
- GBF SBF GRANITE/STONE BOUND FOUND
- Δ CALCULATED POINT
- LOCUS PROPERTY LINE
- ADJOINERS PROPERTY LINE (±)
- POST & RAIL FENCE
- BITUMINOUS CONCRETE

RESERVED FOR REGISTERS USE ONLY

NORTHERLY VIEW EXTENSION  
SCALE: 1" = 80'



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	62.67	1513.20	2°22'22"	N01°39'46"E	62.66
C2	80.12	1513.20	3°02'01"	N04°21'57"E	80.11
C3	107.35	1513.20	4°03'53"	N07°54'54"E	107.33
C4	71.30	1513.20	2°41'59"	N11°17'50"E	71.29

LINE	BEARING	DISTANCE
L1	N87°49'51"E	5.88
L2	S00°00'07"W	106.96
L3	S00°00'07"W	187.27
L4	S00°00'07"W	63.35
L5	S73°21'56"E	29.51
L6	S73°21'56"E	11.82
L7	S73°42'15"E	27.88
L8	S88°49'00"E	20.65

NOTES:

- FIELD SURVEY BY EDM TOTAL STATION.
- THE HORIZONTAL DATUM IS NAD83, AND WAS BASED ON A SINGLE FREQUENCY GPS SURVEY.
- THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE MATTERS A TITLE REPORT WOULD DISCLOSE. THE LAND DEPICTED ON THIS PLAN MAY BE SUBJECT TO AND/OR IN BENEFIT OF RIGHTS AND EASEMENTS THAT ARE NOT SHOWN.
- THE DASHED LINE REPRESENTS THE LIMIT OF PARCEL NO. 18 AS DEPICTED ON PLAN 1253 OF 1987, PLAN 1278 OF 2001 AND RIGHT OF WAY TRACK MAP V6M/29 BOSTON & MAINE RR. SEE ALSO PLAN REF. 2. TITLE TO THE LAND WITHIN PARCEL NO. 18 HAS NOT BEEN CONFIRMED.
- THE FOLLOWING IS NOTE 2 FROM PLAN 1278 OF 2001: RIGHT-OF-WAY AND TRACK MAP V6M/29 SHOWS AN ADDITIONAL 100' WIDE PARCEL NO. 18 ACQUIRED FROM JOHN MILLS BY A COUNTY DECREE DATED JANUARY 3, 1848. "LOCATION PLAN OF LAND IN AYER PURCHASED OR ACQUIRED BY THE WORCESTER, NASHUA AND ROCHESTER RAILROAD COMPANY", DATED MAY 1, 1895, SHOWS THE PARCEL AND NOTES THE 1848 ACQUISITION. "WORCESTER, NASHUA AND PORTLAND MAINLINE LOCATION PLAN NO. 61" SHOWS THE PARCEL WITH A NOTE TO SEE SHEET NO. 61A. SHEET 61A WAS FILED WITH THE COUNTY COMMISSIONERS ON MARCH 2, 1848 AND APPROVED BY THE CLERK OF BOARD OF RAILROAD COMMISSIONERS ON AUGUST 28, 1878. SHEET NO. 61A DOES NOT DEPICT LAND SHOWN AS PARCEL NO. 18

PLAN REFERENCES:

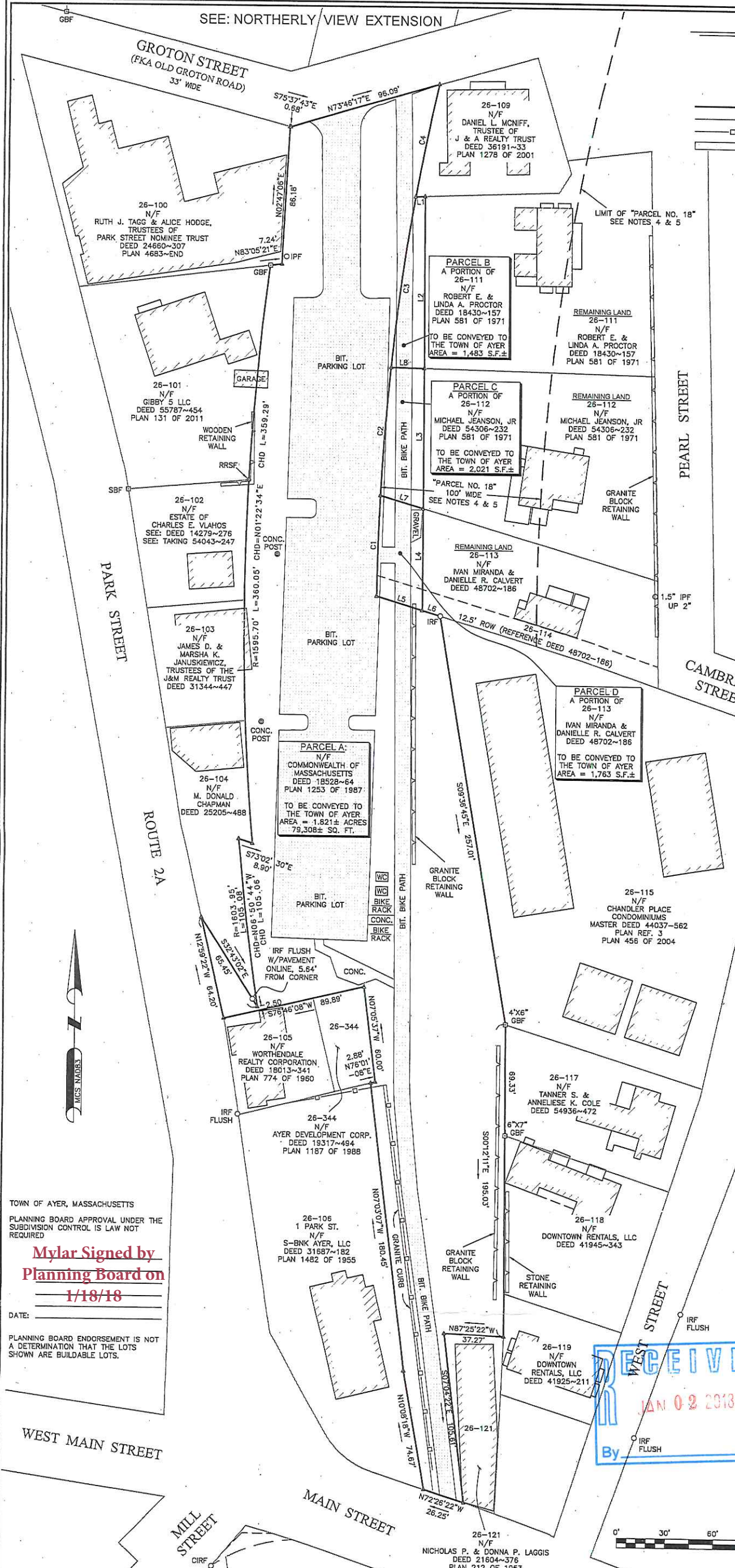
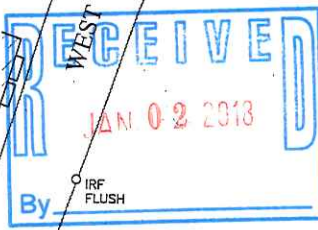
- AN EARLY RAILROAD LOCATION PLAN, LOCATED AT THE MIDDLESEX SOUTH REGISTRY OF DEEDS, ENTITLED "ORIGINAL LOCATION - WORCESTER AND NASHUA RAILROAD", FILED DATED 3-2-1848, SHELF 12, BOOK 2.
- A PLAN ENTITLED "LOCATION, PURSUANT TO CHAPTER 356 OF THE ACT OF 1895, OF LAND IN AYER PURCHASED OR ACQUIRED BY THE WORCESTER, NASHUA AND ROCHESTER RAILROAD COMPANY, FOR RAILROAD PURPOSES" DATED MAY 1ST, 1895, SHELF 42, 2-3, PLANS #2 & #3
- A PLAN ENTITLED "LAND IN AYER, MASS. BOSTON AND MAINE RAILROAD TO MARTIN L. CARE, ET AL" AND DATED OCTOBER 1919.
- A PLAN, RECORDED AT THE MIDDLESEX SOUTH REG. OF DEEDS. PLAN NO. 1253-1 OF 1987, ENTITLED "RIGHT-OF-WAY AND TRACK MAP - BOSTON AND MAINE R.R. STAT.1467+70 TO STAT.1520+50"
- A PLAN ENTITLED "PLAN OF CHANGE IN LOCATION AT THE CORNER OF PARK AND W. MAIN STREETS, AYER AS ORDERED BY THE COUNTY COMMISSIONERS", RECORDED SEPT. 12, 1927 AS PLAN NO. 92B (A AND B).
- A PLAN ENTITLED "PLAN OF ALTERATION OF RAILROAD CROSSING AT MAIN STREET, AS ORDERED BY THE COUNTY COMMISSIONERS" RECORD BOOK 192B, PAGE 192.
- A PLAN ENTITLED "PLAN SHOWING LAND FOR THE RELOCATION OF MAIN STREET - TOWN OF AYER", DRAWN BY THE TOWN ENGINEER, SEPT. 1984. PLAN NO. 524B OF 4 OF 1985 (BOOK 1614B PAGE 129).
- A PLAN ENTITLED "PLAN OF THE DISCONTINUANCE OF A PORTION OF MAIN STREET AT MILL STREET, AYER, ORDERED BY THE COUNTY COMMISSIONERS 1972. PLAN NO.55 OF 1972 (BOOK 12145 PAGE 81).

I HEREBY CERTIFY THAT THE STATE-OWNED LAND SHOWN AS "PARCEL A" ON THIS PLAN LIES WHOLLY WITHIN THE REMAINING LAND TAKEN BY THE COMMONWEALTH OF MASSACHUSETTS ON AUGUST 31, 1987 AND RECORDED IN BOOK 1852B, PAGE 64, AND THAT SAID PARCEL WAS IDENTIFIED TO BE TRANSFERRED TO THE TOWN OF AYER FOR USE AS A PUBLIC PARKING FACILITY AS PER CHAPTER 288 OF THE ACTS OF 2006, SECTION 1.

ALSO, I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF THAT:

THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

DANIEL F. STASZ  
No. 47160



TOWN OF AYER, MASSACHUSETTS  
PLANNING BOARD APPROVAL UNDER THE SUBDIVISION CONTROL IS LAW NOT REQUIRED  
**Mylar Signed by**  
**Planning Board on**  
**1/18/18**  
DATE: \_\_\_\_\_  
PLANNING BOARD ENDORSEMENT IS NOT A DETERMINATION THAT THE LOTS SHOWN ARE BUILDABLE LOTS.

SHEET NO. 1 OF 1  
PLAN OF LAND IN THE TOWN OF AYER SOUTH MIDDLESEX REGISTRY OWNED BY THE COMMONWEALTH OF MASSACHUSETTS AND OTHERS PREPARED FOR THE DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE ON BEHALF OF THE DEPARTMENT OF CONSERVATION AND RECREATION SCALE: 1" = 30' - 10/31/2017 PREPARED BY: NORTHEAST SURVEY CONSULTANTS, PC

SURVEYOR: DFS ENGINEER: -  
DRAFTING: CJH BCF DESIGN: -  
FIELD WORK: NFA JED HORZ. SCALE: 1" = 30'  
PROJECT NUMBER: 10-068.1A VERT. SCALE: -  
DRAWING NAME: 10-068.1A.DWG DATE: 10-31-2017

APPROVAL NOT REQUIRED  
NORTHEAST SURVEY CONSULTANTS  
116 PLEASANT ST. SUITE 302  
P.O. BOX 109  
EASTHAMPTON, MA 01027  
(413) 203-5144

## AGREEMENT

This Agreement is entered into on this \_\_\_\_ day of January, 2018, by and between the **Town of Ayer**, having an address of One Main Street, Ayer, Massachusetts 01432 (hereinafter referred to as the “Town”), the **Commonwealth of Massachusetts**, acting by and through the Commissioner of its **Division of Capital Asset Management and Maintenance**, having an address of One Ashburton Place, Boston, Massachusetts 02108 (hereinafter referred to as “DCAMM”), in consultation with the Commissioner of its Department of Conservation and Recreation (hereinafter referred to as “DCR”).

WHEREAS, pursuant to “An Act Authorizing Transfer of Land to the Town of Ayer to Enhance Public Access to the Nashua River Rail Trail” (Chapter 228 of the Acts of 2006) (the “Act”), DCAMM in consultation with DCR is conveying four certain parcels of land, as further described at Exhibit A, attached hereto (the “Property”), containing a portion of the Nashua River Rail Trail, to the Town, said parcel shown on a plan entitled “Plan of Land in the Town of Ayer, South Middlesex Registry, Owned by the Commonwealth of Massachusetts and Others, Prepared for the Division of Capital Asset Management and Maintenance, On Behalf of the Department of Conservation and Recreation,” dated October 31, 2017, by Northeast Survey Consultants, a copy of which is attached hereto as Exhibit B (the “Plan”); and

WHEREAS, the Act provides that the Property shall be used solely for the purpose of construction and maintenance of a public parking facility at the trailhead of the Nashua River Rail Trail and that title to the property will revert to the Commonwealth to the care and custody of DCR if the Property ceases to be used for the express purpose for which it was conveyed; and



WHEREAS, the Plan depicts Parcel B, Parcel C and Parcel D, located in the northeast corner of the Property, at the rear of properties now or formerly of Proctor, Jeanson and Miranda/Calvert, respectively (the "Parcels"); and

WHEREAS, the Town has caused title research to be done of the Property, including the Parcels, and determined that title of the Commonwealth to the Parcels cannot be established with certainty; and

WHEREAS, DCAMM and the Town desire to proceed with the closing on the Property, including the Parcels; and

WHEREAS, the deed from the Commonwealth to the Town shall convey any and all right, title and interest of the Commonwealth in said Parcels; and

WHEREAS, the Town and the Commonwealth wish to memorialize certain agreements relative to the Parcels, and specifically the obligations of the Town with respect thereto.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this Agreement, subject to the provisions of the Act, the parties agree as follows:

1. The Town shall, at its sole cost and expense, take any and all reasonable actions to establish title to the Parcels in the name of the Town, including, but not limited to, entering into a boundary line agreement with the owners of the Parcels and/or acquiring said Parcels through eminent domain proceedings, in accordance with Chapter 79. Said boundary line agreement or eminent domain proceeding shall be subject to the approval of DCAMM in consultation with DCR and shall not include the conveyance or release of any interest in the Parcels by the Town absent the enactment of legislation authorizing the same.

2. Title to any portion of the Parcels in which the Town acquires an interest from any party shall be made subject to the Commonwealth's reversionary interest and to the reserved

easements of the Commonwealth described in the deed from the Commonwealth to the Town, if not already subject to the Commonwealth's reversionary interest and to the reserved easements of the Commonwealth. The foregoing shall be embodied in a recordable document approved by DCAMM in consultation with DCR, and shall be recorded in the Registry of Deeds at the expense of the Town.

3. The subject matter of this Agreement is solely the boundary line of the Parcels. Except for the terms of the Act, the deed and that certain Memorandum of Understanding dated January \_\_\_, 2018, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, expectations and discussions of the parties with respect to the subject matter hereof, whether oral or written, and the terms of this Agreement are contractual and not a mere recital. There are no representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth in this Agreement. No amendment or modification of this Agreement shall be binding unless executed in writing and signed by the party to be bound thereby.

4. This Agreement has been, and shall for all purposes be deemed to have been executed and delivered within the Commonwealth of Massachusetts and the rights and obligations of the parties hereto shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

5. This Agreement shall run with the Property, and any portion thereof, and shall inure to the benefit of and be binding upon DCAMM, and the Town, and any other party having an interest in the Property, or any portion thereof, and their successors and assigns.

[Signature Page Follows]

Executed under seal as of the day and year above written.

COMMONWEALTH OF MASSACHUSETTS,  
Acting by and through its Division of Capital  
Asset Management and Maintenance

By: \_\_\_\_\_  
Carol W. Gladstone, Commissioner

TOWN OF AYER,  
By Its Board of Selectmen

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

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

\_\_\_\_\_  
Gary J. Luca, Clerk

Exhibit A

Description of the Property

Four parcels of land, with any and all improvements thereon, located between Main Street and Groton Street, in Ayer, Middlesex County, Commonwealth of Massachusetts, shown as "Parcel A," containing 79,308± S.F. (1.821± Acres), "Parcel B," containing 1,483± S.F., "Parcel C," containing 2,021± S.F., and "Parcel D," containing 1,763± S.F., all as shown on a plan entitled "Plan of Land in the Town of Ayer South Middlesex Registry Owned by the Commonwealth of Massachusetts and Others Prepared for the Division of Capital Asset Management & Maintenance on Behalf of the Department of Conservation and Recreation," dated October 31, 2017, prepared by Northeast Survey Consultants, recorded herewith as Plan \_\_\_\_ of 2018.

Exhibit B

Plan of the Property

**RELEASE DEED**

THE COMMONWEALTH OF MASSACHUSETTS, acting by and through its DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE, having an address at One Ashburton Place, Boston, Massachusetts 02108 (the "Grantor"), on behalf of and in consultation with the Department of Conservation and Recreation (the "Department"), acting under the authority of Chapter 228 of the Acts of 2006 (the "Act"), for consideration of One (\$1.00) Dollar and the performance by Grantee of the restrictions, covenants and conditions contained herein and the Memorandum of Understanding referenced below, does hereby grant and release without covenants to the TOWN OF AYER, having an address of 1 Main Street, Ayer, Massachusetts 01432 (the "Grantee"), all its right, title and interest, if any, in certain parcels of land shown as "Parcel A" (79,308 S.F. ±), "Parcel B" (1,483 S.F. ±), "Parcel C" (2,021 S.F. ±) and "Parcel D" (1,763 S.F. ±) (the "Premises") on a plan entitled, " Plan of Land in the Town of Ayer, South Middlesex Registry, Owned by the Commonwealth of Massachusetts and Others, Prepared for the Division of Capital Asset Management & Maintenance, On Behalf of the Department of Conservation and Recreation," dated October 31, 2017 by Northeast Survey Consultants (the "Plan") and recorded in the Middlesex South District Registry of Deeds as Plan \_\_\_\_\_ of 2018.

The Premises are bounded and described according to the Plan, and as set forth in Exhibit A attached hereto.

1. Reservation of Easement for Trail. The Grantor reserves from the grant of the Premises an exclusive conservation easement in perpetuity, within the meaning of and with the benefit of G.L. c. 184, §§ 31-32 and under the care and control of the Department, within the Easement Area shown on the Plan as "Bit. Bike Path" (hereafter referred to as the "Bike Path Easement"). The Bike Path Easement is for use by the Department and the general public in accordance with regulations promulgated by the Department, for all purposes for which recreational rail trails and public ways may be used, including, but not limited to, utilities, pedestrian and vehicular travel and the maintenance of signs by the Department. Grantee may not relocate the Bike Path Easement without the consent of the Grantor and the Department, which consent may be withheld for any reason whatsoever.

2. Reservation of Easement for Parking. The Grantor reserves from the grant of the Premises a non-exclusive conservation easement in perpetuity, within the meaning of and with the benefit of G.L. c. 184, §§ 31-32 and under the care and control of the Department, within that portion of the Premises that does not contain the Bike Path Easement (hereafter referred to as the "Parking Easement"), and shall have the perpetual right and easement therein to use a minimum of 50 parking spaces within the Parking Easement free-of-charge by recreational users of the Nashua River Rail Trail (which runs through the Premises). The Grantee's provision of such spaces shall be subject to such additional detailed conditions as are contained in that certain "Memorandum of Understanding," dated January \_\_\_\_, 2018, between the Department and the Grantee (the "MOU"), which MOU may be amended from time to time by mutual written agreement between Grantee and the Department.
  
3. Restrictions, affirmative and negative covenants, conditions: This grant is made in consideration of, and subject to, the following conditions, covenants, and restrictions:
  - a. The use of the Premises shall be restricted solely to the construction and maintenance of a public parking facility at the trailhead of the Nashua River Rail Trail.
  
  - b. The Grantee shall construct and at all times maintain a parking facility on the Premises sufficient to fulfill its obligations to provide parking to the Department for the exercise of its right and easement as described in Section 2 of this deed. Such facility and the Premises shall comply at all times with all applicable laws, including but not limited to laws governing accessibility for persons with disabilities.
  
  - c. The Grantee shall construct and maintain a public restroom in a convenient location at or proximate to the Premises available for users of the Nashua River Rail Trail. The operation and maintenance of such restroom shall comply at all times with all applicable laws, including but not limited to laws governing accessibility for persons with disabilities. The construction and maintenance of such facility shall be subject to the terms and conditions contained in the MOU between the Grantee and the Department, as the same may be amended from time to time.
  
  - d. The Commissioner of the Department (or successor agency) shall have the right to approve the design of any proposed improvements to the Premises, which approval shall not be unreasonably withheld or delayed.
  
  - e. The Grantee shall be responsible for the complete and perpetual maintenance of that portion of the Nashua River Rail Trail located within the Premises, for a distance of approximately 300 feet, including but not limited to, day-to-day maintenance, repair and replacement of the rail trail. The details of such

maintenance shall be set forth in the MOU between the Grantee and the Department, as the same may be amended from time to time.

- f. The Grantee shall be responsible for any release of oil or hazardous materials that occurred or existed at the Premises prior to this grant, including the remediation thereof, in accordance with applicable law in, on, or under the Premises including as required for the permitted uses of the Premises by Grantee as well as the retained interests of the Grantor and the Department; and Grantee releases the Grantor and the Department from any claims, demands and costs of whatever nature arising out of any such release of oil or hazardous materials. Grantee understands that the Premises were formerly used for railroad purposes and Grantee has had the opportunity to conduct such inspection of the Premises deemed necessary by Grantee.
4. Right of Reverter. As required by Section 2 of the Act, if the Premises are used for any purpose other than as a public parking facility, then the Grantor shall have the right to effect a reverter of title to the Premises to the Grantor, to the care and control of the Department by the process set forth herein. The Grantor shall provide written notice of violation of the use restriction of this Release Deed to the Grantee (the "Notice"). The Grantee shall have thirty (30) days from the date of the Notice to respond to said Notice and sixty (60) days from the date of the Notice to cure said violation, or, in the case of a violation which is not susceptible to cure within sixty (60) days, the Grantee provides evidence that it is acting in good faith and with due diligence to effect said cure, and provides Grantor with (a) written evidence of said cure or evidence of its efforts to effect said cure; and (b) reasonable access to the Grantor to the Premises to confirm the same. In the event that the Grantor, in its reasonable discretion, determines that such violation has not been cured to Grantor's satisfaction, Grantor shall have the right to record a Notice of Reversion and any other documents evidencing said reverter with the Middlesex South District Registry of Deeds, whereupon all right, title and interest in the Premises, including, without limitation, all appurtenant rights, interests and easements shall revert to the Grantor. The Notice of Reversion shall be conclusive evidence of the reversion without any further action on the part of the Grantor. Notwithstanding the foregoing, nothing herein shall be deemed a waiver of the Grantee's rights to contest any determination by the Grantor that the Grantee is in violation of the terms hereof. Within sixty (60) days of the date of the Notice of Reversion, the Grantee shall remove all of its personal property from the Premises after giving prior written notice to the Grantor of the date and time access is desired to perform such removal. No such reversion shall relieve the Grantee of liability for damages for actions or inactions by the Grantee during the time of Grantee's ownership. No reversion of title to the Premises shall constitute a waiver by Grantor of any other remedies for breach of the conditions of this deed or the MOU between the Grantee and the Department, as the same may be amended from time to time, provided Grantee's obligations under the MOU shall cease upon recording of the Notice of Reversion with the Middlesex South District Registry of Deeds.

The Grantor intends that the reversionary interest retained herein shall be perpetual. If the Grantor's right of reverter reserved herein shall ever be deemed to have lapsed,



then the use restriction contained herein shall nonetheless continue to be enforceable in perpetuity by the Grantor in accordance with Massachusetts General Laws, Chapter 184, Sections 23 and 26 and/or the provisions of the Act.

The Premises are conveyed subject to all matters of record to the extent the same are in force and effect and subject to applicable laws, rights and encumbrances.

Meaning and intending to convey the Premises howsoever the same may be bounded and described in their "as is" condition.

As required by the Act, it is the intent of the Parties hereto that all conditions herein shall run with the land and be deemed to be made for valuable consideration.

Grantor's rights hereunder are subject to Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts.

[Signature Page Follows]

IN WITNESS WHEREOF, the Commonwealth of Massachusetts has executed this Release Deed as a sealed instrument as of the \_\_\_ day January, 2018.

COMMONWEALTH OF MASSACHUSETTS acting by and through its Division of Capital Asset Management and Maintenance

By: \_\_\_\_\_  
Carol W. Gladstone, Commissioner

The undersigned certifies under penalties of perjury that I have fully complied with sections 34 and 36 of chapter 7C of the General Laws in connection with the property described herein, to the extent applicable.

By: \_\_\_\_\_  
Carol W. Gladstone, Commissioner,  
Division of Capital Asset Management and Maintenance

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk, ss.

On this \_\_\_\_ day of January, 2018, before me, the undersigned notary public, Carol W. Gladstone, personally appeared, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Commissioner of the Division of Capital Asset Management and Maintenance, an executive agency of the Commonwealth of Massachusetts, as the voluntary act of said Commonwealth.

(Official signature and seal of notary public)

Notary Public: \_\_\_\_\_

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**ACCEPTANCE OF RELEASE DEED**

The Ayer Board of Selectmen hereby accepts the foregoing Release Deed from the Commonwealth of Massachusetts, acting by and through its Division of Capital Asset Management and Maintenance, pursuant to Chapter 228 of the Acts of 2006, and agrees to all of the terms, covenants, conditions, reservations and restrictions contained in or referred to in said Release Deed.

Executed as a sealed instrument as of this \_\_\_\_\_ day of January, 2018.

**TOWN OF AYER,**  
By its Board of Selectmen

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

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

\_\_\_\_\_  
Gary J. Luca, Clerk

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this \_\_\_\_\_ day of January, 2018, before me, the undersigned notary public, personally appeared \_\_\_\_\_, Selectman of the Town of Ayer, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the voluntary act of said Town.

Notary Public: \_\_\_\_\_

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

EXHIBIT A

Four parcels of land, with any and all improvements thereon, located in Ayer, Middlesex County, Commonwealth of Massachusetts, shown as "Parcel A," containing 79,308± S.F. (1.821± Acres), "Parcel B," containing 1,483± S.F., "Parcel C," containing 2,021± S.F., and "Parcel D," containing 1,763± S.F., all as shown on a plan entitled "Plan of Land in the Town of Ayer South Middlesex Registry Owned by the Commonwealth of Massachusetts and Others Prepared for the Division of Capital Asset Management & Maintenance on Behalf of the Department of Conservation and Recreation," dated October 31, 2017, prepared by Northeast Survey Consultants, recorded herewith as Plan \_\_\_\_ of 2018, bounded and described as follows:

Beginning at a point on the north side of Main Street, being the southwestern corner of the premises;

Thence North 10°08'18" West, a distance of 74.67 feet, more or less, to a point;

Thence North 07°03'07" West, a distance of 180.45 feet, more or less, to a point;

Thence North 76°01'08" East, a distance of 2.88 feet, more or less, to a point;

Thence North 07°05'37" West, a distance of 60.00 feet, more or less, to a point;

Thence South 76°46'08" West, a distance of 89.89 feet, more or less, to a point on the east side of Park Street (Route 2A);

Thence North 12°59'22" West, a distance of 64.20 feet, more or less, running along the east side of Park Street (Route 2A);

Thence South 32°43'02" East, a distance of 65.45 feet, more or less, to a point;

Thence on a curve to the right, having a radius of 1603.95 feet, a distance of 105.08 feet, more or less, to a point;

Thence South 73°02'30" East, a distance of 8.90 feet, more or less, to a point;

Thence on a curve to the right, having a radius of 1595.70 feet, a distance of 360.05 feet, more or less, to a granite bound found;

Thence North 83°05'21" East, a distance of 7.24 feet, more or less, to a point;

Thence North 02°47'06" East, a distance of 86.18 feet, more or less, to a point on the south side of Groton Street;

Thence South 75°37'43" East, a distance of 0.68 feet, more or less, running along the south side of Groton Street, to a point;

Thence North  $73^{\circ}46'17''$  East, a distance of 96.09 feet, more or less, running along the south side of Groton Road, to a point;

Thence on a curve to the left having a radius of 1513.20 feet, a distance of 71.30 feet, more or less, to a point;

Thence North  $87^{\circ}49'51''$  East, a distance of 5.88 feet, more or less, to a point;

Thence South  $00^{\circ}00'07''$  West, a distance of 106.96 feet, more or less, to a point;

Thence South  $00^{\circ}00'07''$  West, a distance of 87.27 feet, more or less, to a point;

Thence South  $00^{\circ}00'07''$  West, a distance of 63.35 feet, more or less, to a point;

Thence South  $73^{\circ}21'56''$  East, a distance of 11.82 feet, more or less, to an iron rod found;

Thence South  $09^{\circ}36'45''$  East, a distance of 257.01 feet, more or less, to granite bound found;

Thence South  $00^{\circ}12'11''$  East, a distance of 195.03 feet, more or less, to a point;

Thence North  $87^{\circ}25'22''$  West, a distance of 37.27 feet, more or less, to a point;

Thence South  $07^{\circ}04'22''$  East, a distance of 105.61 feet, more or less, to a point on the north side of Main Street;

Thence North  $72^{\circ}26'22''$  West, a distance of 26.25 feet, more or less, running along the north side of Main Street, to the point and place of beginning.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF CONSERVATION AND RECREATION

AND

THE TOWN OF AYER  
FOR OPERATIONS AND MAINTENANCE  
ASSOCIATED WITH PUBLIC ACCESS TO  
NASHUA RIVER RAIL TRAIL

January \_\_, 2018

WHEREAS, the Commonwealth of Massachusetts, Department of Conservation and Recreation (“DCR”) and the Town of Ayer (“AYER”) (collectively, the “Parties”) in accordance with Chapter 228 of the Acts of 2006 (the “Act”) have mutually agreed to transfer the Rail Trail Parking Lot Property as defined on Exhibit A and as illustrated on Exhibit B, a Plan of Land entitled, “Plan of Land in the Town of Ayer, South Middlesex Registry, Owned by the Commonwealth of Massachusetts and Others, Prepared for the Division of Capital Asset Management & Maintenance, On behalf of the Department of Conservation and Recreation,” dated October 31, 2017 by Northeast Survey Consultants (the “Plan”) from the DCR to AYER for the purposes of the Ayer Rail Trail Commuter Parking Project; and

WHEREAS, the Parties have mutually agreed that, as a condition of the transfer of the so-called Rail Trail Parking Lot Property, AYER will build and maintain public restrooms near the Rail Trail and Commuter Rail Station, at the location of the former “Advocate’s Inc.” building at 9-11 Depot Square, Ayer, MA, and that this condition shall run with the land; and

WHEREAS, the Act requires that a certain number of parking spaces must be provided to recreational users of the Nashua River Rail Trail (“NRRT”) free of charge, and that this condition shall run with the land; and

WHEREAS, the Act requires that AYER shall be responsible for the complete maintenance of that portion of the Nashua River Rail Trail that runs along the parking lot, for a distance of approximately 300 feet, and that this condition shall run with the land.

NOW, THEREFORE, the Parties mutually agree to the following operational details with respect to the public restrooms, the free parking available to rail trail users, and maintenance of the rail trail:

Public Restrooms. AYER will maintain public restrooms in the location defined above, as follows:

- Public restrooms will be cleaned and restocked once per day on weekdays (Monday thru Friday) at closing time;
- Public restrooms will be cleaned and restocked twice per day on weekends (Saturdays and Sundays) and legal holidays at mid-day and at closing time;
- Additional cleaning and restocking will be conducted “as needed” throughout the course of daily operations;

- Daily operating times are defined as 6am to 8pm.

#### Parking for Recreational Users of Nashua River Rail Trail.

- Ten percent (10%) of the total number of parking spaces in the Ayer Rail Trail Commuter Parking Lot will be reserved for users of the rail trail, free of charge on weekdays from 6:00AM until 6:00PM (Monday through Friday, except holidays).
- After 6:00PM on weekdays (Monday through Friday, except holidays), all spaces in the parking lot will be available free of charge for users of the rail trail.
- At all times on weekends and holidays, all spaces in the parking lot will be available free of charge for users of the rail trail.

Maintenance of Nashua River Rail Trail. For that portion of the rail trail that runs along the parking lot, for a distance of approximately three hundred (300) feet, AYER will perform the following maintenance activities:

- Weekly operations and maintenance:
  - Empty trash receptacles, if present
- Biweekly or as needed:
  - Mow/clear vegetation on bike path shoulders (2 feet in each direction)
  - Blow debris from bike path
  - Remove fallen or immediate hazard trees or limbs
  - Remove graffiti and dumping
  - Pick up trash along NRRT
- Annually
  - Inspect culverts, swales, and other drainage structures
  - Trim and remove potential hazard trees and those whose roots are damaging the bike path
  - Inspect trail signs and replace as needed (avoid "sign clutter" and remove excess/old signage)
  - Inspect and identify early root damage to pavement; pick, dig, or remove roots as needed

Longer term maintenance needs will be assessed in concert with DCR relative to the entire Nashua River Rail Trail, and will be undertaken by AYER as needed. Such longer term needs may include, but are not limited to, excavation and repaving of targeted areas of root damage or cracks; loaming and seeding shoulders to address edge issues; milling and overlay to extend pathway life.

Modifications or amendments to this Memorandum of Understanding shall be in non-electronic writing and duly executed by both Parties hereto in order to be effective.

NOW, THEREFORE, the Parties mutually agree to execute this Memorandum of Understanding on \_\_\_\_\_, 2018 to take effect upon the execution of the transfer of the Rail Trail Parking Lot Property from the Commonwealth of Massachusetts to AYER and to remain in effect for as long as AYER shall remain in possession of the Rail Trail Parking Lot Property.

SIGNATORIES

<p>DEPARTMENT OF CONSERVATION AND RECREATION</p> <p>_____</p> <p>Leo P. Roy, Commissioner</p> <p>Date: _____</p>	<p>TOWN OF AYER</p> <p>_____</p> <p>Christopher R. Hillman, Chair</p> <p>_____</p> <p>Jannice L. Livingston, Vice Chair</p> <p>_____</p> <p>Gary J. Luca, Clerk</p> <p>Date: _____</p>
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## Exhibit A

A parcel of land, with any and all improvements thereon, located in Ayer, Middlesex County, Commonwealth of Massachusetts, shown as "Parcel A," containing 79,308± S.F. (1.821± Acres), "Parcel B," containing 1,483± S.F., "Parcel C," containing 2,021± S.F., and "Parcel D," containing 1,763± S.F., all as shown on a plan entitled "Plan of Land in the Town of Ayer South Middlesex Registry Owned by the Commonwealth of Massachusetts and Others Prepared for the Division of Capital Asset Management & Maintenance on Behalf of the Department of Conservation and Recreation," dated October 31, 2017, prepared by Northeast Survey Consultants, recorded herewith as Plan \_\_\_\_ of 2018, bounded and described as follows:

Beginning at a point on the north side of Main Street, being the southwestern corner of the premises;

Thence North 10°08'18" West, a distance of 74.67 feet, more or less, to a point;

Thence North 07°03'07" West, a distance of 180.45 feet, more or less, to a point;

Thence North 76°01'08" East, a distance of 2.88 feet, more or less, to a point;

Thence North 07°05'37" West, a distance of 60.00 feet, more or less, to a point;

Thence South 76°46'08" West, a distance of 89.89 feet, more or less, to a point on the east side of Park Street (Route 2A);

Thence North 12°59'22" West, a distance of 64.20 feet, more or less, running along the east side of Park Street (Route 2A);

Thence South 32°43'02" East, a distance of 65.45 feet, more or less, to a point;

Thence on a curve to the right, having a radius of 1603.95 feet, a distance of 105.08 feet, more or less, to a point;

Thence South 73°02'30" East, a distance of 8.90 feet, more or less, to a point;

Thence on a curve to the right, having a radius of 1595.70 feet, a distance of 360.05 feet, more or less, to a granite bound found;

Thence North  $83^{\circ}05'21''$  East, a distance of 7.24 feet, more or less, to a point;

Thence North  $02^{\circ}47'06''$  East, a distance of 86.18 feet, more or less, to a point on the south side of Groton Street;

Thence South  $75^{\circ}37'43''$  East, a distance of 0.68 feet, more or less, running along the south side of Groton Street, to a point;

Thence North  $73^{\circ}46'17''$  East, a distance of 96.09 feet, more or less, running along the south side of Groton Road, to a point;

Thence on a curve to the left having a radius of 1513.20 feet, a distance of 71.30 feet, more or less, to a point;

Thence North  $87^{\circ}49'51''$  East, a distance of 5.88 feet, more or less, to a point;

Thence South  $00^{\circ}00'07''$  West, a distance of 106.96 feet, more or less, to a point;

Thence South  $00^{\circ}00'07''$  West, a distance of 87.27 feet, more or less, to a point;

Thence South  $00^{\circ}00'07''$  West, a distance of 63.35 feet, more or less, to a point;

Thence South  $73^{\circ}21'56''$  East, a distance of 11.82 feet, more or less, to an iron rod found;

Thence South  $09^{\circ}36'45''$  East, a distance of 257.01 feet, more or less, to granite bound found;

Thence South 00°12'11" East, a distance of 195.03 feet, more or less, to a point;

Thence North 87°25'22" West, a distance of 37.27 feet, more or less, to a point;

Thence South 07°04'22" East, a distance of 105.61 feet, more or less, to a point on the north side of Main Street;

Thence North 72°26'22" West, a distance of 26.25 feet, more or less, running along the north side of Main Street, to the point and place of beginning.



**Exhibit B**



**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

**INSTRUCTION SHEET**

**NOTE:** The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

**Section (1):** Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

**Section (2):** Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

**Section (3):** Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

**Section (4):** Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

**Section (5):** Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

**Section (6):** List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

**Section (7):** Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

**Section (8):** The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

**Section (9):** Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate  
Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15<sup>th</sup> Floor, Boston, MA 02108

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

- (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

N/A

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

Four parcels of land, with any and all improvements thereon, located between Groton Street and Main Street, Ayer, Middlesex County, Commonwealth of Massachusetts, shown as "Parcel A," containing 79,308± S.F. (1.821± Acres), "Parcel B," containing 1,483± S.F., "Parcel C," containing 2,021± S.F., and "Parcel D," containing 1,763± S.F., all as shown on a plan entitled "Plan of Land in the Town of Ayer South Middlesex Registry Owned by the Commonwealth of Massachusetts and Others Prepared for the Division of Capital Asset Management & Maintenance on Behalf of the Department of Conservation and Recreation," dated October 31, 2017, prepared by Northeast Survey Consultants. The property is the site of a portion of the DCR Nashua River Rail Trail.

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

Disposition by Division of Capital Asset Management and Maintenance

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

Massachusetts Division of Capital Asset Management and Maintenance

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):

Town of Ayer

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

<input type="checkbox"/> Lessor/Landlord	<input type="checkbox"/> Lessee/Tenant
<input type="checkbox"/> Seller/Grantor	<input checked="" type="checkbox"/> Buyer/Grantee
<input type="checkbox"/> Other (Please describe): _____	

- (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

Inhabitants of the Town of Ayer

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

(9) This Disclosure Statement is hereby signed under penalties of perjury.

Town of Ayer

\_\_\_\_\_  
PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

\_\_\_\_\_  
AUTHORIZED SIGNATURE of DISCLOSING PARTY      DATE (1/\_\_\_/2018)

\_\_\_\_\_, Member of Ayer Board of Selectmen

\_\_\_\_\_  
PRINT NAME & TITLE of AUTHORIZED SIGNER

COPY



Approved – 11/17/09

Agreement Between the Towns of Ayer and Shirley  
With Respect to the Formation of a Regional School District

Whereas the Towns of Ayer and Shirley (hereinafter referred to as “the member towns”) for good and substantial reasons desire to create a regional school district consistent with the terms of Chapter 71 of the General Laws of Massachusetts, as amended, the member towns, in consideration of the mutual promises contained herein, agree as follows:

Section I – Type of District

The regional school district (hereinafter referred to as “the District”) shall provide educational programs for public school students who reside in the member towns and who are attending grades pre-kindergarten through and including grade 12. The Regional School District Committee (hereinafter referred to as “the Committee” or as the “Regional School Committee”), as established consistent with Section III below, is authorized in its discretion to establish and maintain other educational programs, including but not limited to vocational-technical educational programs consistent with Chapter 74 of the General Laws of Massachusetts, and is authorized in its discretion to join or to form educational collaboratives consistent with Chapter 40, Section 4E of the General Laws of Massachusetts.

Section II – Location of Schools

There shall be located in each of the member towns at least one elementary school, with grade configurations to be established by the Committee. The grade configurations of the middle school(s) and high school(s) of the District shall be established by the Committee, and the location of said middle school(s) and high school(s) will be as determined by the Committee, although said location will be within the member towns. Generally, students in the elementary grades will be assigned to the elementary school within the town in which that student resides. The school buildings may either be owned by the District or leased from the member towns under terms and conditions that will be expressed in lease agreements.

### Section III -- The Regional School District Committee

A. Composition of the Committee. The Committee will be composed of six (6) members. Because of the closeness in size of the two member towns at the time of the formation of the District, based upon the most recent United States census estimates, three (3) of said members must reside in the Town of Ayer and will be elected by the voters in said town, and three (3) of said members must reside in the Town of Shirley and will be elected by the voters in said town. During fiscal year 2011, members of the Ayer School Committee and members of the Shirley School Committee will be eligible to serve, if elected by the voters of their town, on the Regional School Committee.

B. Allocation and Weight of Votes. Each member of the Committee shall have one vote, and each vote shall be of equal weight unless and until a shift in the respective populations of the member towns, based on the then-current United States census estimates, causes an impermissible disparity based on one-man, one-vote principles. This population review will occur every five (5) years, with the first review occurring during fiscal year 2015. If an impermissible disparity develops, the Committee will act to address the disparity.

C. Election of Members. Each member must reside in the town which she or he represents. Each member must be elected consistent with the process for the election of town officials in said town and will be elected to open seats during the annual election in said town. The term of each elected member will begin on the first business day after his or her election and after being sworn in by the respective Town Clerk. A member who has not otherwise vacated his or her seat will continue to serve until his or her successor is elected and sworn.

D. Length of Terms. Each member will serve a three (3) year term, with the terms staggered so that at least one (1) member representing each member town will be elected each year.

E. Initial Staggering of Terms. For the purpose of staggering the terms of the initial Regional School District Committee only, the following will apply. In regard to each of the member towns, the candidate receiving the highest number of votes will be elected to a three (3) year term, the candidate receiving the second highest number of votes will be elected to a two (2) year term, and the candidate receiving the third highest number of votes will be elected to a one (1) year term.

F. Vacancies. If for whatever reason a vacancy on the Committee occurs, including a situation in which no candidate is elected at a particular election, the following process will be followed. The members of the Board of Selectman of the town in question will meet in joint session with the remaining members of the Regional School Committee who represent that town in order to appoint someone who resides in that town to serve

until the next annual election. At that next annual election, a person will be elected to serve the balance of the unexpired term which had become vacant.

G. Quorum. A quorum shall exist when a majority (i.e., more than 50%) of the six (6) members of the Committee are present. At a meeting where there is no quorum, or where the quorum is lost, the remaining members may vote to adjourn but may take no other action.

H. Actions by Majority Vote. Except where otherwise provided by statute or by the terms of this Agreement, actions will be taken by majority vote. For these purposes a majority vote shall mean an affirmative vote by more than half of the members who are present and voting on the particular matter at a properly called meeting for which a quorum is present. Consistent with the terms of G.L. chapter 71, section 16B, a two-thirds vote of all of the Committee's members will be necessary to approve the District's annual budget and to apportion among the member towns the amounts necessary to be raised to support said budget.

I. Election of Committee Officers. The Committee shall annually elect a chairperson and a vice chairperson from among the Committee's membership. The Committee will have as a standard that the position of chairperson will rotate annually between the member towns. For example, in the first year that the District is in existence, the chairperson will be elected without regard for where s/he resides. In year two, however, the chair will be elected from members who reside in the other member town. This rotation will then be maintained in future years. By a two-thirds vote, the Committee may in any given year deviate from this standard regarding the rotating chairmanship. The vice chairperson in any given year will be drawn from those members who reside in the member town different from where that year's chairperson resides. The Committee will also appoint a treasurer who will not be a member of the Committee, and the Committee will also appoint a secretary who may or may not be a member of the Committee. The election of such officers will occur at the Committee's first regularly scheduled meeting held after the last of the annual elections in the member towns. Such officers will exercise the powers expressed and implied in G.L. chapter 71, section 16A.

#### Section IV – Powers of the Committee

The Committee shall possess all of the powers conferred by law upon regional school committees via G.L. chapter 71, section 16 and otherwise, including but not limited to the power to acquire property and/or to enter into leases for land and/or buildings. During fiscal year 2012, the Committee will have the power to perform all of the end of the year reporting functions that normally would have been performed by the Ayer School Committee and the Shirley School Committee.

## Section V- Development of the District's Budget

The Committee shall annually determine the District's budget consistent with the timelines, terms, and requirements in G.L. chapter 71, section 16B, and consistent with regulations promulgated by the Department of Elementary and Secondary Education. The Committee will hold a public hearing on its budget consistent with G.L. chapter 71, section 38N. The apportionment of the costs appearing in said budget will be calculated consistent with Section VI of this Agreement.

## Section VI – Apportionment of Costs Incurred By the District

A. Classification of Costs. For the purpose of apportioning costs assessed by the District against the member towns, costs shall be divided into two categories: operating costs and capital costs.

B. Operating Costs. Operating costs shall include all costs not included in capital costs as defined in subsection VI, C below. Without limiting the generality of the preceding sentence, the following shall be classified as operating costs: salaries, wages, supplies, textbooks, ordinary repairs and maintenance, interest on temporary notes issued by the District in anticipation of revenue, and other costs incurred in the day to day operation of District schools.

1. Assessment of Operating Costs. For each fiscal year, the assessment of operating costs for each member town will be the sum of the following: (a) the member's required local contribution to the District as determined by the Commissioner; (b) the member's share of that portion of the District's net school spending, as defined by G.L. chapter 70, section 2, that exceeds the total of the required local contributions for all members; and (c) the member's share of costs for transportation and all other expenditures (exclusive of capital costs as defined under Section V,C below) that are not included in the District's net school spending. A member's share of (b) and (c) above will be calculated on the basis of "foundation enrollment" as defined in G.L. chapter 70, section 2 based upon a five year rolling average. That is, for any fiscal year a member will pay the same percentage of (b) and (c) above as that member's foundation enrollment for the preceding five years relates to the foundation enrollment for the entire District during those five years when the foundation enrollment figures for those five years are averaged.

2. Transitional Assessment of Operating Costs. In order to somewhat cushion the initial financial impact that the creation of the District may have on a member town, the following approach will be utilized in the first years of the District's existence in computing each member's share of the District's net school spending

that exceeds the total of the required local contributions for all members (i.e., (b) in the preceding paragraph).

a. The fiscal year prior to the effective date of the creation of the District will, for purposes of this subsection, be termed the "base year."

b. The non-capital school costs in each of the member towns for the base year will, for purposes of this section, be termed the "base year current resources."

c. The District's net school spending that exceeds the total of the required contributions for all members will, for purposes of this subsection, be termed the "total excess."

d. In determining the assessments for the first fiscal year of the District's existence, the percentage of the total excess that each member will be assessed will be the same percentage that the member's base year current resources was to the sum of the members' base year current resources.

e. In determining the assessments for the second fiscal year of the District's existence, each member's share of the total excess will be initially calculated using the method appearing in subsection VI,B,1. If for any member the dollar amount of said assessment is greater than the dollar amount that the assessment would have been if the percentages expressed in paragraph d (above) had been used, that member will, for this second fiscal year, be assessed no more than twenty (20%) percent of this increased dollar amount. The other member's assessment for the total excess will be increased accordingly.

f. In determining the assessments for the third fiscal year of the District's existence, each member's share of the total excess will be initially calculated using the method appearing in subsection VI,B,1. If for any member the dollar amount of said assessment is greater than the dollar amount that the assessment would have been if the percentage expressed in paragraph d (above) had been used, that member will, for this third fiscal year, be assessed no more than forty (40%) percent of this increased dollar amount. The other member's assessment for the total excess will be increased accordingly.

g. In determining the assessments for the fourth fiscal year of the District's existence, each member's share of the total excess will be initially calculated using the method appearing in subsection VI,B,1. If for any member the dollar amount of said assessment is greater than the dollar amount that the assessment would have been if the percentage expressed in paragraph d (above) had been used, that member for this fourth fiscal year will be assessed no more than sixty (60%) percent of

this increased dollar amount. The other member's assessment for the total excess will be increased accordingly.

h. In determining the assessments for the fifth fiscal year of the District's existence, each member's share of the total excess will be initially calculated using the method appearing in subsection VI,B,a. If for any member the dollar amount of said assessment is greater than the dollar amount that the assessment would have been if the percentage expressed in paragraph d (above) had been used, that member for this fourth fiscal year will be assessed no more than eighty percent (80%) of this increased dollar amount. The other member's assessments for the total excess will be increased accordingly.

i. . For the sixth fiscal year of the District's existence, and for each year thereafter, unless this Agreement is otherwise amended, each member's share of the total excess will be calculated using the method appearing in subsection VI,B,1. During the sixth fiscal year of the District's existence, the Committee, as part of its periodic review of this Agreement (spoken to in Section XIV), will review the apportionment language contained in this Section VI.

C. Capital Costs. Capital costs will include capital outlay appearing in the 7000 DESE function codes. Capital costs also include principal and interest debt service. Instructional capital expenditures which qualify under net school spending are not included under capital costs and instead are included as an operating cost.

1. Assessment of Capital Costs

a. General Standard. With the exception of assessments for the payment of principal and interest debt service, all assessments of capital costs, regardless of the regional facility to which the capital cost is associated, will be computed based on the approach and formula set out in subsection b below.

b. Approach and Formula. During the development of each fiscal year's budget, the total capital costs, exclusive of principal and interest debt service payments, for the year in question will be identified. Each member town will then be assessed a percentage of that total capital cost. One-half of each town's percentage will be based upon "foundation enrollment" as defined in G.L. chapter 70, section 2, based upon a five year rolling average. That is, for the year in question one-half of a given town's capital assessment will be based upon the percentage that that member's foundation enrollment for the preceding five years relates to the foundation enrollment for the entire District during those preceding five

years when the foundation enrollment figures for those five years are averaged.

The other half of each town's percentage of the total capital cost will be based upon the "combined effort yield" as defined and calculated by the Department of Elementary and Secondary Education, based upon a five year rolling average. That is, for the year in question the other half of a given town's capital assessment will be based upon the percentage that that member's combined effort yield for the preceding five years relates to the combined effort yield for the entire District, when the combined effort yield figures for those five years are averaged.

c. Assessment of Principal and Interest Debt Service. Debt service payments (both principal and interest) which are attributable to facilities that are under the custody and control of the District, regardless of whether they are owned by the District or leased to the District, will be assessed to the member towns using the following approach. The number of students who reside in each of the member towns who are assigned to the facility in question during the year in which the budget is developed will be identified. Each member town will then be assessed a percentage of the debt service payments attributable to that facility. This percentage will be the same as the percentage that the number of students from that town who are enrolled in the facility in question bears to the total enrollment in that facility.

#### Section VII – Payment of Apportioned Costs

Each member town shall pay to the District in each year its apportioned costs, assessed as provided in Section VI. Within thirty (30) days of the completion of the annual budget process, or June 30, whichever occurs first, the District treasurer shall notify the member towns of their assessment and the assessment payment schedule for the next fiscal year. The annual assessment of each member town shall be paid as follows:

- A. Each member town will pay to the District one-twelfth of its annual assessment of operating costs and non-debt capital costs, as defined in Section VI, on or before the fifth of each calendar month.
- B. Each member town will pay to the District its apportioned share of debt service, both principal and interest, no less than fourteen (14) days prior to the debt service payment due date.

### Section VIII- Excess and Deficiency Fund

The District will maintain a so-called "Excess and Deficiency Fund" which shall be administered consistent with directives from the Department of Revenue and consistent with the terms of G.L. chapter 71, section 16B1/2.

### Section IX – Revolving Funds and Existing Equipment and Supplies

At the time of the creation of the District, any and all money held in so-called "revolving funds", in gift accounts, in grant accounts, or in student activity accounts/funds that are held by the member towns for the benefit of their respective school departments will be conveyed to the District to be utilized for educational and/or extracurricular purposes consistent with the purposes for which the revolving funds or accounts were created. Additionally, school-related equipment and supplies that are owned by the school departments of the member towns at the time of the creation of the District will be conveyed to the District.

### Section X – Incurring of Debt

The District School Committee is empowered to incur debt consistent with the terms and conditions of G.L. chapter 71, section 16. Except for the incurring of temporary debt in anticipation of revenue, for an issuance of debt which is less than two percent (2%) of the District's total annual budget in the fiscal year in which the Committee votes to incur the debt, the process that appears in subsection (d) of chapter 71, section 16 will be followed. For an issuance of debt equal to or greater than two percent (2%) of the District's total annual budget in the fiscal year in which the Committee votes to incur the debt, the process that appears in subsection (n) of chapter 71, section 16 will be followed. Notwithstanding the above, the Committee by majority vote may choose to follow the process that appears in subsection (n) of chapter 71, section 16 for an issuance of debt which is less than two percent (2%) of the District's total annual budget in the year in which the Committee votes to incur the debt.

### Section XI – Annual Report

The Committee shall submit an annual report to each of the member towns consistent with G.L. chapter 71, section 16 (k).



## Section XII – Withdrawal of Member Towns

In the event that a member town decides to seek to withdraw from the District, the following procedures and requirements will apply:

A. Vote Expressing Desire to Withdraw. Any member town seeking to withdraw from the District shall, by vote at an annual or special town meeting, request the Committee to formulate an amendment to this Agreement setting forth the terms under which the town may withdraw from the District. No withdrawal will take effect on other than July 1 of a given year and the vote spoken of in the preceding sentence, as well as the notification to the District consistent with paragraph B below, as well as the submittal of a long range education plan consistent with paragraph C below, must all occur no less than two (2) years prior to the desired date of withdrawal.

B. Notice. The clerk of the town seeking to withdraw shall, within seven (7) days of the vote, notify the Committee chairperson as well as the District's superintendent in writing that the town has voted to request the Committee to formulate an amendment to the Agreement setting forth the terms for withdrawal. The clerk will provide a certified copy of the vote with the notification.

C. Long Range Education Plan. No less than two (2) full years prior to the desired date of withdrawal, the town seeking to withdraw, in addition to the other requirements spoken to in paragraph A above, will submit to the Commissioner of Elementary and Secondary Education (hereinafter "the Commissioner") and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02(2). The Long Range Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the District; the proposed administrative structure; the fiscal ramifications of withdrawal upon the withdrawing town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.

D. Requirements. In addition to other terms and requirements which the Committee may include in the amendment, the town seeking to withdraw will be responsible for the following: (1) payment of all operating costs for which it is liable as a member of the District; (2) continuing payments beyond the time of withdrawal to the District for the town's share of the indebtedness of the District which is outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District; and (3) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process.

E. Approval of Withdrawal. A request to withdraw shall become effective only if the amendment to the Agreement is approved by vote of the Committee, is approved by the Commissioner of Education, and is approved by majority vote at an annual or special

town meeting in the town seeking to withdraw and in each of the other member towns, and the withdrawal can become effective no less than one full year after the completion of these requirements.

### Section XIII – Admission of Additional Towns

Additional towns may apply for admittance to the District, although no admittance will occur on a date other than July 1 of a given year. Towns applying for admission must submit to the Committee a Long Range Education Plan consistent with the terms of Section XII, subsection C of this Agreement. If the Committee so chooses, it may then vote to seek approval from the Commissioner of Education of the proposed admittance of a new member consistent with the terms of 603 CMR 41.00. If the approval of the Commissioner is obtained, the Committee will then formulate an amendment to this Agreement, setting forth the terms upon which the new member will be admitted. Such terms will include, without being limited to, “buy-in” payments by the new town to reflect capital costs that have previously been incurred by the member towns, and will include an ongoing assessment for existing debt service. No admittance of a new town will occur unless the amendment to the Agreement is approved by vote of the Committee, is approved by the Commissioner of Education, and is approved by majority vote at an annual or special town meeting in the town seeking admittance and in each of the other member towns, and no admittance of a new town will become effective any less than one full year after the completion of these requirements.

### Section XIV- Review of Agreement

At least every five years, the Committee will undertake a review of the terms of this Agreement. The first review of this Agreement will occur no later than fiscal year 2015. Proposals for amendments to this Agreement will be processed consistent with Section XV.

### Section XV – Amendments to Agreement

A. Limitation: This Agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences of indebtedness of the District which are then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District consistent with the term of this Agreement, and nothing in this section shall prevent the reapportionment, resulting from

said admission of a new town, of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

B. Procedure: Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section XII), and except for a proposal for amendment providing for the admittance of a new member (which shall be acted on as provided in Section XIII), may be initiated by a two-thirds vote of all members of the Committee or by a petition signed by 10 percent of the registered voters of any one of the member towns. In the latter case, said petition shall contain at the end thereof a certification by the town clerk of such member town as to the number of registered voters in said town according to the most recent voting list and the number of signatures on the petition which are the signatures of registered voters of said town, and said petition shall be presented to the secretary of the Committee. In either case, the secretary of the Committee shall mail or deliver a notice in writing to the board of selectmen of each of the member towns that a proposal to amend this Agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The selectmen of each member town shall include in the warrant for the next annual town meeting, or a special town meeting called for this and/or other purposes, an article which states the proposed amendment or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

#### Section XVI – Severability

Consistent with G.L. chapter 71, section 16I, if any provision of this Agreement is found to be invalid, the remainder of this Agreement shall not be affected thereby.

#### Section XVII – Transition Period

As part of the approval of this Agreement and of the regional school district created by this Agreement, the member towns as well as the Commissioner of Education will be taken to have approved a transition period, consistent with 603 CMR 41, which will extend from the date of voter approval of the regional school district until the end of the fiscal year following the fiscal year in which the vote to approve the creation of the district was taken. During this transition period, the existing local school committees will continue in existence and will continue to operate the schools of the member towns subject to the restrictions spoken to in this Section XVII (hereinafter “this section”). During this transition period, and prior to the seating of the Regional School Committee on July 1, 2010, a transitional regional school committee will be formed consistent with this section which will exercise powers expressed in this section. Upon the seating of the Regional School Committee on July 1, 2010, the Regional School Committee will exercise the powers expressed in this section for the remainder of the transition period.

A. Composition of the Transitional Regional School Committee. As soon as possible after the approval by the voters of this Agreement, a transitional regional school committee (hereinafter "TSC") will be formed which will be comprised of six (6) members, two (2) of which will be drawn from the members of, and selected by vote of, each of the local school committees of Ayer and Shirley. Each of these local school committees will also appoint one additional citizen who resides in their respective town and who is not a member of the local school committee to serve on the TSC. During that part of the transition period when the TSC is in existence, should any of the members of the TSC resign from membership on the TSC or become ineligible for membership on the TSC (e.g., by leaving the membership of the local school committee or by moving from their respective town) the local school committee will vote a replacement. If the vacancy is caused by one of the members of a local school committee leaving the TSC, then the replacement will be chosen from among the remaining members of that local school committee. If the vacancy is caused by one of the "citizens" leaving the TSC, then the respective local school committee will appoint another citizen of the town who is not a member of the local school committee as the replacement.

B. Quorum. A quorum shall exist when a majority (i.e., more than 50%) of the six (6) members of the TSC are present. At a meeting where there is no quorum, or where the quorum is lost, the remaining members may vote to adjourn but may take no other action.

C. Election of Officers. The TSC will elect officers consistent with subsection III,J except that the TSC officers so chosen will serve throughout that part of the transition period that the TSC is in existence.

D. Powers of the TSC and of the Regional School Committee During the Transition Period. During the transition period, the TSC (until June 30, 2010) and the Regional School Committee (from July 1, 2010 to June 30, 2011), shall possess all powers, subject to the availability of funds necessary for the exercise of such powers, necessary for the planning and implementation of the regional school district, including but not limited to the following:

1. The power to receive funds from the Commonwealth as well as appropriations, grants, and gifts from other sources. This is not intended to alter the fact that during the transition period other funds from the Commonwealth will continue to flow to the member towns and their individual school departments.
2. The power to establish and adopt policies for the regional school district.
3. The power to employ a superintendent, treasurer, chief financial officer, and director of special education, as well as the power to authorize the superintendent to employ other personnel as needed.
4. The power to contract for and/or purchase goods and services, as well as the power to enter into leases and other agreements with the member towns,

collaboratives, vendors, and other agencies and parties, with all of these powers being able to be exercised on behalf of the regional school district.

5. The power to adopt budgets for the region for the transition period and for the first year of the regional school district, and to assess the member towns for these budgets.

6. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the regional school district.

7. The power to appoint a Regional School Building Committee.

8. The power to develop and adopt a strategic plan for the regional school district.

9. The power to appoint subcommittees.

E. Relationship Between the TSC and the Local School Committees, and Between the Regional School Committee and the Local School Committees, During the Transition Period. During the transition period, the local school committees of the member towns may not make decisions that will financially obligate or legally encumber the regional school district without ratification by the TSC or, after June 30, 2010, by the Regional School Committee. In addition, the local school committees will comply with the following during the transition period:

1. No building projects will be undertaken and no building closures will occur unless ratified by the TSC or, after June 30, 2010, by the Regional School Committee.

2. Program offerings will remain substantially the same.

3. No school choice openings will be filled except with the approval of the TSC or, after June 30, 2010, by the Regional School Committee.

4. The school administration of the local school districts will cooperate with the regional administration in terms of information sharing and in terms of the transfer of control during the transition.

F. Termination of TSC. The TSC will exist until midnight on June 30, 2010, at which time the Regional School Committee will assume jurisdiction of the regional school district for the balance of the transition period and thereafter. The Regional School Committee will be deemed to be the legal successor to the TSC for purposes of all contracts, collective bargaining agreements, other agreements, and leases that have been entered into by the TSC.

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



*Broadcast and Recorded by APAC*

**Tuesday January 9, 2018**  
**Open Session Meeting Minutes**

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

**Call to Order:** C. Hillman called the meeting to order at 7:03 PM.

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

**Review and Approve Agenda:**

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

**Review of Warrants:** J. Livingston stated that she signed the following warrant on behalf of the BOS:

• 2017-12-26	Accounts Payable	18-11	\$433,606.40
• 2017-12-27	Senior Tax Work Off	18-S	\$5,823.37
• 2018-01-02	Payroll Warrant	18-13	\$323,443.50

**Announcements:** None

**Special Recognitions:** *Ayer Shirley Panthers Central Mass Youth Football Super Bowl Champions* – The BOS recognized the Ayer Shirley Panthers for winning the 7<sup>th</sup> grade Central MA Super Bowl.

*Captain Steve Slarsky, Ayer Fire Call Department* – The BOS recognized Ayer Fire Call Department Captain Steve Slarsky for his retirement after 47 years of service.

C. Hillman recognized the Ayer Shirley Regional High School journalism student Ms. Michele Woodland and advisor Ms. Capasso who were covering the meeting.

**Public Input:** None

**Police Chief William A. Murray, Ayer Police Department:** *Notice of Award Police Department Radio Project* – Chief Murray and Mr. Joe Guidebeck from Timberline Communications were in attendance. Chief Murray stated that Timberline Communications provided the low bid (\$567,181.00) for the radio infrastructure upgrade project. R. Pontbriand stated that this is the first of a two-step process. The BOS will award the contract and the next step is contract execution, tentatively scheduled for the next BOS meeting.

**Motion:** A motion was made by G. Luca and seconded by J. Livingston to award the Radio Communications System Infrastructure Upgrade award to Timberline Communications of Canton in the amount of \$567,181.00 with signature by the Chair. **Motion passed 3-0.**

**Town Administrator's Report:** *Administrative Update* – R. Pontbriand gave a brief administrative update.

*FY '19 Budget Process Update* – R. Pontbriand stated that the FY '19 budget process is well underway and that the Finance Committee will be meeting on January 10, 2018 to discuss the upcoming Finance Committee budget schedule. R. Pontbriand also reported that potential budget unknowns at this point are the school budget, health insurance and, snow and ice removal costs.

*Historic Fire Station Update* – R. Pontbriand stated that that the successful bidder, C. Donnell Homes was unable to meet the specified timeframes in relation to the closing for the former historic fire station. He further stated that he received notice from Counsel for C. Donnell Homes that they are withdrawing their bid. R. Pontbriand stated that after conferring with Economic Development Director Alan Manoian, they believe that putting the project out to bid again for 30 days, based on informal interest received throughout the process. R. Pontbriand stated that he was disappointed with the outcome.

J. Livingston stated her concerns about another delay in the project. She stated that she is always told there is a lot of interest out there in the property, but here we are again with another withdrawn bid.

After further discussion, R. Pontbriand stated that they will put the project out to bid for the minimum 30 days and set a 45 day deadline for the closing.

*2018 Seasonal Population Increase Estimation* – R. Pontbriand presented the 2018 Seasonal Population Increase Estimation form from the ABCC. Ayer's population will not increase in 2018 due to seasonal tourism.

**Motion:** A motion was made by G. Luca and seconded by J. Livingston to approve the 2018 Seasonal Population Increase Estimate at 7,080. **Motion passed 3-0.**

*DLTA Grant Application Letter of Support* - R. Pontbriand stated that the Town has applied for a District Local Technical Assistance Grant from the MRPC for the purposes of identifying and mapping the Town's existing conservation lands, including Chapter 61. He is requesting that the BOS send a letter of support, a draft of which is contained in the meeting packet.

**Motion:** A motion was made by G. Luca and seconded by J. Livingston to approve the DRAFT letter of support for the DLTA grant application. **Motion passed 3-0.**

**New Business/Selectmen's Questions:** *Tax Incentives Park Street (Selectman Hillman)* – Following up on C. Hillman's request for information on potential tax incentives for Park Street investment, R. Pontbriand and A. Manoian stated that a Special Tax Assessment Agreement and Tax Increment Financing. A. Manoian is putting together a form-based code concept to spur economic development on Park St.

**Approval of Meeting Minutes:**

**Motion:** A motion was made by J. Livingston and seconded by C. Hillman to approve the meeting minutes from December 19, 2017. **Motion passed 3-0.**

**Adjournment:**

**Motion:** A motion was made by J. Livingston and seconded by C. Hillman to adjourn at 8:35 PM. **Motion passed 3-0.**

**Minutes Recorded and Submitted by Carly M. Antonellis**

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

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