

Maura Copeland

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



Tuesday December 6, 2016
Open Session Meeting Agenda

- 7:00 PM Call to Order
Pledge of Allegiance; Review and Approve Agenda; Announcements
- 7:05 PM* Public Input
Turkey Crossing Signs for Groton School Road --Mr. Preston O. Campaner
- 7:15 PM Mr. Alan Manoian, Director of Community and Economic Development
1. Approval of FY' 17 UDAG Funds – Economic Development Budget
2. Developer Proposal Historic Ayer Central Fire Station
- 7:30 PM Public Hearing – FY'17 Tax Classification Hearing
- 8:00 PM Superintendent Mark L. Wetzel, Department of Public Works
1. Sewer Inflow/Infiltration Professional Services Agreement
2. East Main Street Water & Sewer Change Order #2
3. MS4 Stormwater Permit Update
- 8:15 PM Town Administrator's Report
1. Administrative Update
2. Appointments
3. Appointment of BOS Member to Approve Payroll and A/P Warrants - Pursuant to *Municipal Modernization Legislation*
4. 2017 License Renewals
5. MART Project Update/Depot Square Relocation Update
- 8:45 PM New Business/Selectmen's Questions
- 8:50 PM Approval of Meeting Minutes
November 15, 2016
- Adjournment

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

RECEIVED
TOWN CLERK
TOWN OF AYER

August 9, 2016

2016 AUG -9 PM 12: 25

M. W. Copland

To Whom It May Concern:

I have witnessed the recent fluctuation in turkey population. I personally would like to recommend a turkey crossing or "Turkey Xing" sign to be put up. I've seen a rafter (group of turkeys) crossing the road between 45 and 55 Groton School Road. Thank you for your consideration.



Sincerely,

Preston O. Campaner

Preston O. Campaner

[REDACTED]

[REDACTED]

Town of Ayer

Office of Community & Economic Development

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



TO: Robert Pontbriand, Ayer Town Administrator
FR: Alan S. Manoian, Director of Community and Economic Development
RE: Economic Development Budget
Cc: Ayer Board of Selectmen
DT: November 30, 2016

I am coming before you on December 6th to request that you approve the UDAG line item that completes the funding for the Office of Community and Economic Development. I am requesting that you approve the following UDAG portion of said budget:

- 1) \$43,704 from the Town's UDAG account*

Thank you for your continued help and support of Ayer's Office of Economic Development.

Alan S. Manoian
Town of Ayer
Office of Community and Economic Development

*Financial information provided by Ms. Gabree of Ayer Accounting Department

FY13 Approved Budget - Economic Development

FY17 Planning and Development Consolidated Budget			Omnibus	UDAG	IDFA	FY17 TOT.
Account	Fund	Description	FY17	FY17	FY17	DEPT.
		Director (40 hours)	\$ 33,846	\$ 25,386	\$ 8,461	\$ 67,693
		Dept. Assistant (8 hours)	\$ -	\$ 6,400	\$ 2,133	\$ 8,533
		Purchase of Services		\$ 3,500	\$ 3,406	\$ 6,906
		Postage	\$ 200	\$ 300		\$ 500
		Purchase of Supplies	\$ 250	\$ 2,500	\$ 2,000	\$ 4,750
		Other Charges and Expense	\$ -	\$ 2,618	\$ 2,000	\$ 4,618
		Dues and Memberships	\$ -	\$ -	\$ -	\$ -
		Fringe Benefits	\$ -	\$ 3,000	\$ 1,000	\$ 4,000
Totals:			\$ 34,296	\$ 43,704	\$ 19,000	\$ 97,000

FY17 Omnibus Budget - Planning and Development						
01188	51000	Director	\$ 34,509			
01188	51100	Dept. Assistant	\$ -			
01188	52000	Purchase of Services				
01188	53400	Postage	\$ 200			
01188	54000	Purchase of Supplies	\$ 250			
01188	57000	Other Charges and Expense	\$ -			
01188	57300	Dues and Memberships	\$ -			
Totals:			\$ 34,959	\$ -	\$ -	

FY17 UDAG Budget - Economic Development						
30952	51000	Director		\$ 25,385		
30952	51100	Dept. Assistant		\$ 6,400		
30952	52000	Purchase of Services		\$ 3,500		
30952	53400	Postage		\$ 300		
30952	54000	Purchase of Supplies		\$ 2,500		
30952	57000	Other Charges and Expense		\$ 2,618		
30952	57450	Fringe Benefits		\$ 3,000		
Totals:			\$ -	\$ 43,703	\$ -	

FY17 IDFA Budget - Economic Development						
30952	51000	Director		\$ 8,461		
30952	51100	Dept. Assistant		\$ 2,133		
30952	52000	Purchase of Services		\$ 3,406		
30952	54000	Purchase of Supplies		\$ 2,000		
30952	57000	Other Charges and Expense		\$ 2,000		
30952	57450	Fringe Benefits		\$ 1,000		
Totals:			\$ -	\$ 19,000		

APPROVALS:

An Ayer Office of Community & Economic Development Memorandum



To: Robert Pontbriand, Town Administrator
From: Alan S. Manoian, Dir. Community & Economic Development
Date: 11/30/2016
Re: Developer Proposal Historic Ayer Central Fire Station

Subsequent to the 2nd issuance of the Request For Proposals (RFP) in October 2016, the Ayer Office of Community & Economic Development received one (1) Developer Proposal.

The Proposal submission deadline was November 14, 2016.

The one (1) received Proposal was submitted by Page-Moore Realty Trust of Ayer, MA.

Page-Moore Realty Trust submits an offer for the purchase of the Historic Ayer Central Fire Station in the amount of \$1,000.00 (See attached Page-Moore Realty Trust Proposal Submission Document).

The prospective developer's property redevelopment plan proposes 5-6 rental residential dwelling units, and the preservation and restoration of the historic building exterior wall envelope.

The prospective developer's proposal requires the Office of Community & Economic Development to successfully prepare, submit and be awarded a \$750,000 Mass Dept. of Housing & Community Development (Economic Development Fund) Grant to fund a significant portion of the redevelopment costs.

The EDF Grant requires that 51% of the total residential dwelling units be priced for Low-Moderate Income (LMI) tenants. Prospective developer is prepared to comply with the LMI unit requirements.

In addition the prospective developer requests and requires the following local financial incentives to purchase and redevelop the property:

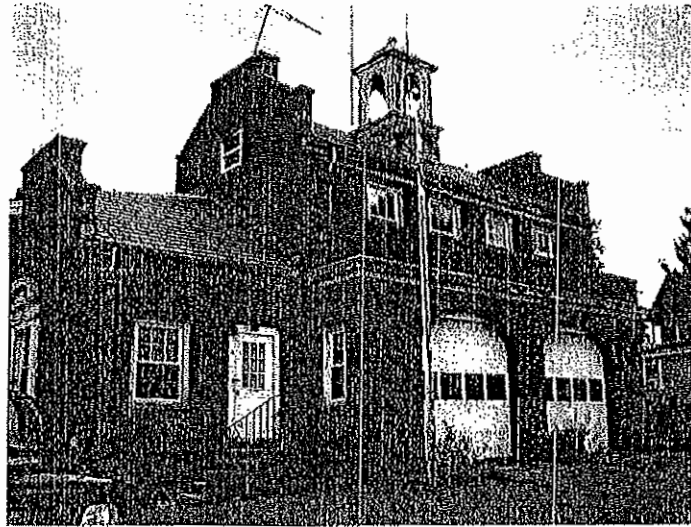
- Reduction in: Building Permit Fee
Water Connection Fee
Sewer Connection Fee
- TIF Agreement (Subject to Town Meeting Approval);
- Provision of clean 21-E Report by Town of Ayer;
- Provision of completed US Dept. of Interior Form 10-900 (National Register of Historical Places Nomination & Designation Application);

- Zoning relief regarding Minimum Off-Street Parking requirement (grant 1 parking space per dwelling unit; currently 2 spaces per unit);
- Town support for a Historic Building Façade Grant: Up to \$40,000 (Community Preservation Funds).

The Dir. of Community & Economic Development has met with Page-Moore Realty Trust subsequent to the proposal submission to discuss various alternatives, options and possible scenarios with regard to the EDF Grant and the requested local incentive provisions; what are the thresholds to "deal-making" and "deal-breaking".

Dir. of Community & Economic Development requests placement of the Board of Selectmen's Meeting Agenda in order to provide recommended approaches to possible property sale & redevelopment outcomes, to dialogue on the property disposition process going forward, and to proceed with Selectmen's guidance and policy directives.

PROPOSAL FOR REDEVELOPMENT
OF THE
HISTORIC (1934) AYER CENTRAL FIRE STATION
14 Washington St.
Ayer, Massachusetts



Submitted by:

CALVIN MOORE

PAGE - MOORE REALTY TRUST

39 MAIN ST

SUITE 204 AYER, MA 01432

[REDACTED]
[REDACTED]
(Name, Address, Telephone Number & Email Address of Firm)

Date Submitted: OCT 3, 2016

(COVER PAGE)

Table of contents

1. Cover page
2. Table of contents
3. Transmittal letter of intent
 - Corporate authorization letter (not applicable)
 - Qualifications and experience, (included in letter of intent)
4. Cover page
5. Purchase price proposal
6. Disclosure statement
8. Certificate of non-collusion form (F3)
9. Certificate of tax compliance
10. Professional references
11. Goals of redevelopment
12. Interior configuration
13. Exterior configuration including landscaping
14. Ability and readiness to proceed
15. Time frame
16. Other proposal requests

Town of Ayer

Office of Economic Development

Oct. 3, 2016

Transmittal Letter of Intent

I submit the following proposal to purchase the former Central Fire Station located on Washington St.

Future plans; we all know that to revitalize the building and to bring it up to the current building code could be in excess of two million dollars. My plan will be to work with the town boards especially the Office of Economic Development to find possible grants, tax credits, TIF agreements and other financing opportunities to support the reconstruction, while at the same time to preserve a true local historical landmark.

It will be important to secure all available resources. This will be my marching orders thru out the winter months. If after our research with our professional team, there may be no other choice except to raze the building.

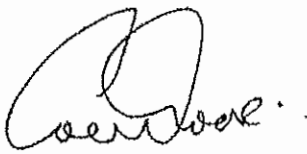
I will also look at all options that make financial sense. That may include residential housing, studio apartments, commercial opportunities, additional parking with a green area to support local businesses to name a few. Whatever the final most economical option is I will do my best to save whatever I can of the historical parts of the building.

Our family is now the sixth generation in the town of Ayer and we have always done what is in the interest of the town and its residents.

My track record includes multiple housing units, the start of Autumn Ridge an over 55 development, completion of Nashoba Village, conversion of the Christian Scientist Church on Pleasant St. into two residential housing units, and I have been in the building material trade for over 43 years.

Most importantly I have saved and revitalized three of Main Streets most important buildings, 21 Main, the Spaulding Building at 25 Main, and the Page-Moore Building at 31-47 Main.

The purchase price that I offer to the town is \$1,000. (one thousand dollars). i will close as soon as possible so that we can start working on this great opportunity that will save the town of Ayer a substantial amount of money and will add this building to the towns tax rolls.





Calvin Moore

39 Main St.

Suite 204

Ayer, Ma 01432


Construction Supervisors license 

PURCHASE PRICE PROPOSAL FORM (F1)
FOR THE PURCHASE OF THE HISTORIC AYER CENTRAL FIRE STATION
TOWN OF AYER, MA

SELLER: Board of Selectmen, Town of Ayer
Ayer Town Hall
1 Main St.
Ayer, MA 01432

BUYER: CALVIN MOORE TRUSTEE
PAGE-MOORE TRUSTEE
39 MAIN ST. SUITE 204
AYER, MA 01432 978-677-1300

PREMISES: Historic Ayer Central Fire Station
14 Washington St.
Ayer, MA 01432

PROPOSED PURCHASE PRICE: \$ 1,000.-

PROPOSED PURCHASE PRICE (IN WORDS): ONE THOUSAND DOLLARS

PROPOSED CLOSING DATE: WHEN TOWN IS READY

Calvin Moore Trustee
Signature Title

CALVIN MOORE 10/3/16
Print Name Date Signed

**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: *FORMER AYER FIRE STATION
WASHINGTON ST. AYER, MA*
- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:
PURCHASE
- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:
TOWN OF AYER
- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):
*PAGE-MOORE REALTY TRUST
CALVIN MOORE TRUSTEE*
- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):

Lessor/Landlord

Lessee/Tenant

Seller/Grantor

Buyer/Grantee

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

CALVIN MOORE

39 MAIN ST. Suite 204 AYER MA

- (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): *NONE*
- (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

**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)**

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.

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

CALVIN MOORE

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



AUTHORIZED SIGNATURE of DISCLOSING PARTY

10/3/2016

DATE (MM / DD / YYYY)

CALVIN MOORE TRUSTEE

PRINT NAME & TITLE of AUTHORIZED SIGNER

PAIGE MOORE
REALTY TRUST.

CERTIFICATE OF NON-COLLUSION FORM (F3)

FOR THE PURCHASE AND REDEVELOPMENT OF THE
HISTORIC AYER CENTRAL FIRE STATION
14 WASHINGTON ST., AYER, MA

Pursuant to Massachusetts General Laws, Chapter 268A, I certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



Signature of Individual Submitting Proposal

CALVIN MOORE

Print Name of Individual Submitting Proposal

PAGE-MOORE REALTY TRUST

Print Name of Business

10/3/16


Date Signed

(BY STATE LAW THIS NON-COLLUSION FORM MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL)

CERTIFICATE OF TAX COMPLIANCE FORM (F4)

FOR PURCHASE AND REDEVELOPMENT OF THE
HISTORIC AYER CENTRAL FIRE STATION
14 WASHINGTON ST., AYER, MA

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under penalties of perjury that I have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.


Social Security Number or
Federal Identification Number


Signature of Individual or
Responsible Corporate Officer

CALVIN MOORE TRUSTEE
Print Name of Individual or
Responsible Corporate Officer

10/3/2016
Date Signed

Professional references

Attorney Thomas Gibbons
21 Park St. Ayer, Ma 01432
978.772.2284

Attorney Charles Perkins
6 Lyberty Way
Suite 201
Westford, Ma 01886
978.496.2000

Calvin Goldsmith PE
Goldsmith, Prest & Ringwall
39 Main St.
Suite 301
Ayer, Ma 01432

Goals and objectives for the former Ayer Fire Station:

Our initial intent for this building will be to achieve the maximum value to the town and the surrounding neighborhood while maintaining the historical value of this historical building. Depending on the structural integrity of the building we will strive to save all parts of the exterior of the original building so that it will provide an appealing look to the neighborhood and the downtown area. On-site parking will be provided for occupant's convenience and safety. We will also strive to provide affordable housing with quick easy access to the downtown area and the commuter rail.

With providing affordable housing and the concept of taking advantage of the commuter rail this building will attract a mixed level of individuals of different incomes, age and lifestyle groups.

During the initial planning for the final concept of the former fire station we will take into all viable considerations including mixed use and multi-family concepts while preserving the 1934 style of this great historical building.

Proposed interior building layout.

At this time final interior drawings have not been completed and are not included in this proposal. We will work with the town and its objectives as stated in the RFP. Interior layout will be determined once the integrity of the building is determined and highest and best use is also finalized.

Conceptual exterior plan

The final drawings for the exterior have not been completed and are not included in this proposal. We will welcome the towns input in finalizing the working drawings. It is our intent and a requirement for placement into the National Historical Register that the north and south wings that were added to the original building be torn down. This will provide adequate parking and will also allow large areas for landscaping.

Financing ability and readiness to proceed

Financing the purchase price will be from cash reserves.

Financing for constructions thru completion will be from grants, cash reserves and private bank financing. My financing ability is the same strength that I used to complete the Spalding Building and the Page-Moore building projects. Construction and rehabbing these two Main street buildings combined were in excess of four million dollars.

Ability to secure tenants; it is commonly known in town that "if you build it they will come". With the development of Devens and the close connection to the commuter rail, this provides a demand in excess of supply in the town of Ayer for housing. Provided that, the units are professionally built and affordable.

Time frames schedule

If our proposal is accepted I will request that part of the purchase and sale agreement will include a clause that will allow our team to enter the building and to secure the structure to be weather tight from outside elements. This must be done as soon as possible. The longer this building is left in its current condition it will become more difficult to save the integrity of the structure.

During the winter months our main focus will be to secure the grants, create a professional team that will tackle this project and work with the town to find its highest and best use while at the same time meeting the objectives of the town that were mentioned in the RFP.

Once spring has arrived our intent is to remove the north and south wings, create the parking area from the construction workers.

Completion and occupancy should be completed by October 30, 2017

Other proposal requests

For this project to be financially possible and to make economical sense, I am asking the town of Ayer to take into consideration the following;

Building permit fee; the total cost of this project could be in excess of \$1,500,000. The building permit fee would be approx. \$18,540. (based on \$12.36/thousand)

Water connection fee; this remodel will consist of up to six residential units that will also require a sprinkler system. Depending on water flow and pressure this could require up to a 6" water pipe. Town of Ayer connection fee is \$23,500.

Sewer connection fee; \$4,800.

Combined town of Ayer permits is \$45,840. I am asking for consideration a reduction in these fees and that is based on the following;

Building department inspections requires approx. the same amount of time and resources to inspect a 1.5 million dollar building as it does a residential home.

Water department personal takes approx. the same amount of time to inspect a 6" pipe as it does for an 1" pipe which fee is \$3,000.

Support town meeting approval for a TIF agreement;

The town is responsible for a clean 21E approval.

Provide a US Dept. of Interior Form 10-900.

Town support to change a by-law for the zoning requirement from two spaces to one space per unit.

Town support for a "facade" grant



**Board of Assessors
Town Hall
1 Main Street
Ayer, Massachusetts 01432**

Tel: (978) 772-8211

Fax: (978) 772-8222

Date: December 6, 2016
To: Board of Selectmen
From: Board of Assessors
Re: Fiscal Year 2017 Tax Rate



In accordance with Massachusetts General Law Ch. 40 s. 56, the Ayer Board of Selectmen is required to hold a public hearing for the determination of the following items as to the fiscal year 2017 tax rate:

- 1. The determination of a discount factor of up to 25% for all land identified as Open Space.**
- 2. The determination of a Residential Exemption of up to 35%.**
- 3. The determination of a Small Commercial Exemption of up to 10%.**
- 4. The adoption of a Residential Factor for the purpose of determining the percentage tax burden to be borne by each class of property.**

The information that follows is submitted to the Board of Selectmen in order to assist you in understanding the impact of your vote.

The Board of Assessors shall attend the public hearing in order to assist the Selectmen as needed.

Sincerely,

Denis J. Callahan, Chairman
Board of Assessors

TOWN OF AYER

FY2017 TAX CLASSIFICATION HEARING

OPEN SPACE DISCOUNT

❖ **What is open space?**

- Land maintained in an open or natural condition which contributes significantly to the benefit and enjoyment of the public.

❖ **Exclusions:**

- Land taxable under the provisions of chapter land.
- Land under a permanent conservation restriction.
- Land held for the production of income.

❖ **Board of Selectmen:**

- Selectmen may discount up to 25% of the open space percentage share of the tax levy.

RESIDENTIAL EXEMPTION

❖ **What is a residential exemption?**

- Applied to every residential property which is the principal residence of a taxpayer.
- The exemption is subtracted from the assessed value of eligible parcels.

❖ **Exclusions:**

- Accessory residential land & seasonal homes.
- Non-owner-occupied residential property.

❖ **Board of Selectmen:**

- Selectmen may adopt a discount of up to 35% of the average residential valuation.

SMALL COMMERCIAL EXEMPTION

❖ **What is a small commercial exemption?**

- Designed to provide tax relief for small businesses.
- The tax burden is shifted within the C&I class.

❖ **Qualifying criteria:**

- Eligible properties must be included on the list provided annually to the Assessors by the DLWD.
- Qualifying properties must have a valuation of less than one million dollars and an average annual employment of 10 or fewer people.

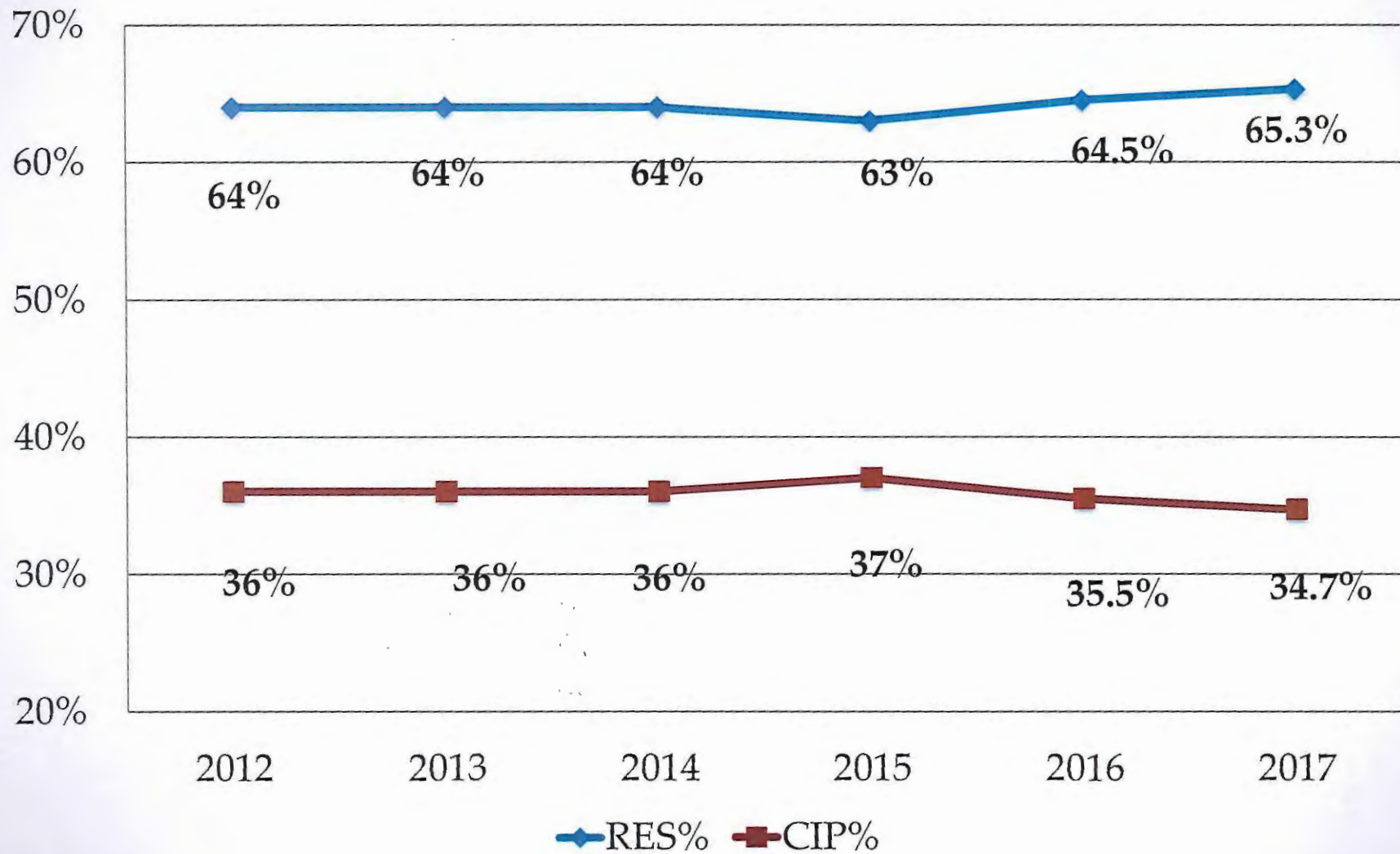
❖ **Board of Selectmen:**

- Selectmen may adopt an exemption of up to 10% of the value of eligible parcels.

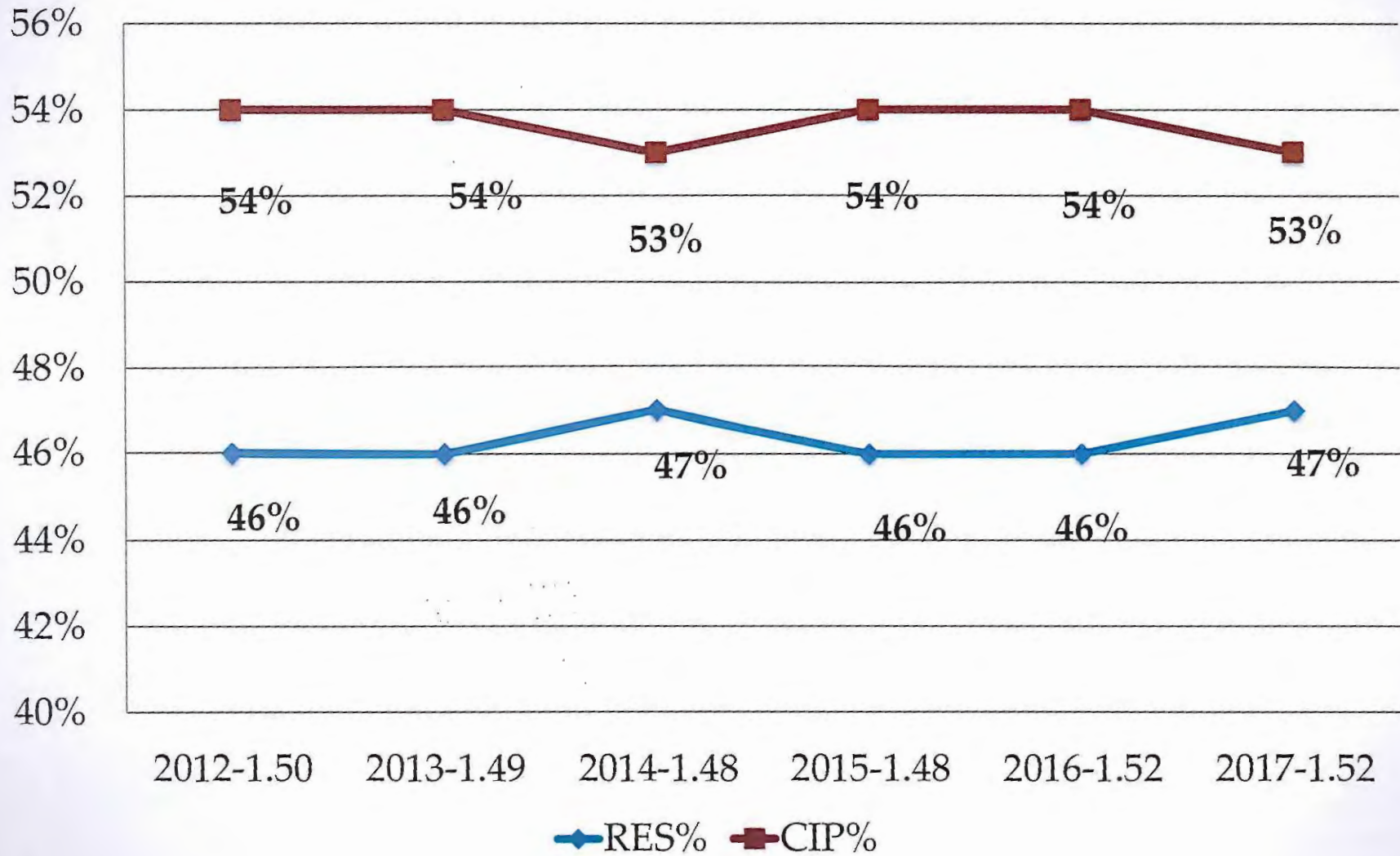
SMALL COMMERCIAL EXEMPTION

Total number of C&I Parcels.	325
Total number of C& Parcels (with less than 1 million dollar valuation).	276
Estimated Number of Eligible Parcels per DLWD List.	44
Total Loss in Commercial Valuation @ 10% S.C.E.	\$1,737,030
FY17 Commercial/Industrial Tax Rate	\$30.44
FY17 Commercial/Industrial Rate with S.C.E.	\$30.64

VALUATION PERCENTAGES



TAX LEVY PERCENTAGES



FY2017 VALUATION SUMMARY

<u>Class</u>	<u>Valuation</u>	<u>Percent</u>	<u>%</u>
Residential	717,378,800	65%	65.3%
Commercial	111,597,300	10%	
Industrial	150,707,900	14%	
Personal	<u>118,435,600</u>	<u>11%</u>	<u>34.7%</u>
Totals:	1,098,119,600	100%	100%
FY2017 Total Value	1,098,119,600		
FY2016 Total Value	1,046,115,680		
% Change	5.0%		
Avg. Single Family – 2017	297,600		
Avg. Single Family – 2016	281,400		
% Change	5.8%		

FY2017 TAX LEVY SUMMARY

FY2016 Levy Limit	20,282,289
Increased 2.5%	507,057
FY2017 Growth \$	526,435
FY2017 Debt Exclusions	1,912,694
General Override	<u>0</u>
FY2017 Maximum Tax Levy	23,228,475
FY2017 Tax Levy	21,991,743
Excess Levy Capacity	1,236,732
FY2016 Tax Levy	21,279,654
% Change	3.3%

UNIFORM TAX RATE CALCULATION

FY2017 Tax Levy	<u>21,991,743</u>			
FY2017 Valuation	1,098,119,600	×	1,000	= \$20.03

Single Tax Rate 2017	\$20.03
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Single Tax Rate 2016	\$20.34
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% Change	-1.6%
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FY2016 CLASSIFICATION DATA

<u>Class</u>	<u>Valuation</u>	<u>%</u>	<u>Levy%</u>	<u>Tax Rate</u>
Residential	675,182,600	64.5%	46%	\$14.53
<u>C,I,P</u>	<u>370,933,080</u>	<u>35.5%</u>	<u>54%</u>	\$30.92
Totals:	1,046,115,680	100%	100%	

* Single Tax Rate	\$20.34
* CIP Shift Factor	1.52
* Residential Factor	0.714321

ESTIMATED TAX RATES – FY2017

(A)	(B)	(C)	(D)	(E)					
CIP Shift Factor	Residential Factor	CIP Levy%	Res Levy%	Res. Tax Rate	CIP Tax Rate	Avg. Res Bill \$Ch	Avg. CIP Bill \$Ch	Avg. Res Bill %Ch	Med. C&I Bill %Ch
1.00	1.000000	34.7%	65.3%	\$20.03	\$20.03	\$1,872	(\$2,478)	45.8%	-32.1%
1.05	0.973463	36.4%	63.6%	\$19.50	\$21.03	\$1,714	(\$2,216)	41.9%	-28.7%
1.10	0.946926	38.1%	61.9%	\$18.96	\$22.03	\$1,554	(\$1,954)	38.0%	-25.3%
1.15	0.920389	39.9%	60.1%	\$18.43	\$23.03	\$1,396	(\$1,692)	34.1%	-21.9%
1.20	0.893852	41.6%	58.4%	\$17.90	\$24.03	\$1,238	(\$1,430)	30.3%	-18.5%
1.25	0.867315	43.3%	56.7%	\$17.37	\$25.03	\$1,081	(\$1,168)	26.4%	-15.1%
1.30	0.840778	45.1%	54.9%	\$16.84	\$26.03	\$923	(\$907)	22.6%	-11.7%
1.35	0.814241	46.8%	53.2%	\$16.31	\$27.04	\$765	(\$642)	18.7%	-8.3%
1.40	0.787704	48.5%	51.5%	\$15.78	\$28.04	\$607	(\$380)	14.9%	-4.9%
1.45	0.761168	50.3%	49.7%	\$15.24	\$29.04	\$447	(\$118)	10.9%	-1.5%
1.46	0.755860	50.6%	49.4%	\$15.14	\$29.24	\$417	(\$66)	10.2%	-0.9%
1.47	0.750553	51.0%	49.0%	\$15.03	\$29.44	\$384	(\$13)	9.4%	-0.2%
1.48	0.745245	51.3%	48.7%	\$14.92	\$29.64	\$351	\$39	8.6%	0.5%
1.49	0.739938	51.7%	48.3%	\$14.82	\$29.84	\$322	\$91	7.9%	1.2%
1.50	0.734631	52.0%	48.0%	\$14.71	\$30.04	\$289	\$144	7.1%	1.9%
1.51	0.729323	52.4%	47.6%	\$14.61	\$30.24	\$259	\$196	6.3%	2.5%
1.52	0.724016	52.7%	47.3%	\$14.50	\$30.44	\$226	\$248	5.5%	3.2%
1.53	0.718708	53.0%	47.0%	\$14.39	\$30.64	\$194	\$301	4.7%	3.9%
1.54	0.713401	53.4%	46.6%	\$14.29	\$30.84	\$164	\$353	4.0%	4.6%
1.55	0.708094	53.7%	46.3%	\$14.18	\$31.04	\$131	\$406	3.2%	5.3%
1.60	0.681557	55.5%	44.5%	\$13.65	\$32.04	(\$27)	\$667	-0.6%	8.6%
1.65	0.655020	57.2%	42.8%	\$13.12	\$33.04	(\$184)	\$929	-4.5%	12.0%
1.70	0.628483	58.9%	41.1%	\$12.59	\$34.05	(\$342)	\$1,194	-8.4%	15.5%
1.75	0.601946	60.7%	39.3%	\$12.06	\$35.05	(\$503)	\$1,456	-12.3%	18.8%

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: November 30, 2016
To: Board of Selectmen
From: Mark Wetzel, P.E. Superintendent of Public Works
Dan Van Schalkwyk, P.E., Town Engineer
Subject: **December 6 Meeting Agenda Items**



1. Sewer Inflow / Infiltration Professional Services Agreement – For execution by the Chairman. This is an Agreement with Arcadis US Inc. for Phase 1B Sewer Inflow and Infiltration Investigation. The fee for this work is \$50,000 and involves installation of flow metering equipment in manholes to identify the locations and quantity of I/I in Ayer's sewer system.
2. East Main Street Water & Sewer Change Order No. 2 – For execution by the Chairman. This change order is for additional work on the East Main Street Area water and sewer upgrade project. The change order increases the contract by \$111, 430.06 and has been reviewed and approved by USDA.
3. MS4 Stormwater Permit Update – We will give a brief overview of the new Stormwater permit for the Town which will become effective July 1, 2017 and how the DPW will implement and comply with the new permit requirements.

This is an **Agreement** effective as of _____ ["Effective Date"] between Town of Ayer, MA ["Client"], a municipal corporation, having its principal place of business at 25 Brook Street

Ayer, Massachusetts 01432, and ARCADIS U.S., Inc., ["ARCADIS"] a corporation chartered under the laws of the State of Delaware, having its principal place of business at 630 Plaza Drive, Highlands Ranch, Colorado 80129 and an office at 500 Edgewater Drive, Suite 511 Wakefield MA 01880.

The Client intends to perform Infiltration/Inflow (I/I) Analysis – Phase 1B ["Project"].

Client engages ARCADIS to provide professional engineering services in support of its Project ["Services"].

The location of the Project is Town of Ayer ["Site"], Massachusetts ["State"].

ARCADIS's Services for the Project are described generally as follows: Phase 1B I/I analysis for the Town's sewer system.

In consideration of the mutual promises herein, Client and ARCADIS agree that the terms and conditions of this Agreement are the following:

1 BASIC SERVICES

- 1.1 **Scope.** ARCADIS shall provide the Basic Services described in Schedule A. ARCADIS's obligations under this Agreement are solely for the benefit of Client and no other party is intended to benefit or have rights hereunder.
- 1.2 **Standard of Care.** ARCADIS shall perform the Services under this Agreement at the level customary for competent and prudent engineers performing such services at the time and place where the Services are provided ["Standard of Care"]. These Services will be provided by licensed engineers and other professionals and individuals skilled in other technical disciplines, as appropriate.
- 1.3 **Instruments of Service.** ARCADIS is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all instruments of its Services including designs, drawings, specifications, reports ["Service Instruments"] and other services provided under this Agreement.
- 1.4 **Indemnification.** ARCADIS agrees to indemnify and hold Client harmless from all losses and damages resulting from ARCADIS's failure to meet the Standard of Care.
- 1.5 **Subcontractors.** Any subcontractors and outside associates or consultants to be engaged by ARCADIS under this Agreement are limited to those identified in Schedules A and B, or as Client specifically approves during the performance of this Agreement.

2 ADDITIONAL SERVICES

- 2.1 **Scope.** ARCADIS will provide the Additional Services described in Schedule B when authorized in writing by Client.

3 SECTION 3 -- CLIENT'S RESPONSIBILITIES

Unless stated otherwise in Section 8, Client shall do the following in a timely manner:

- 3.1 **Client's Representative.** Designate a representative having authority to give instructions, receive information, define Client's policies, and make decisions with respect to the Services.
- 3.2 **Services Criteria.** Provide all criteria and information as to Client's requirements for the Services, including objectives, concepts, constraints, and performance requirements, and any budgetary limitations.
- 3.3 **Data.** Give ARCADIS all available information, including previous reports and any other data in the possession of Client relative to the Services. These data may include (1) data prepared by others, including borings, subsurface explorations, hydrographic surveys, and laboratory tests and inspections of samples, materials and equipment, (2) appropriate professional interpretations of such data, (3) environmental assessments and impact statements, (4) property, boundary, easement, right-of-way, topographic and utility surveys, (5) property descriptions, zoning, deed and other land use restrictions, and (6) other necessary special data or consultations. ARCADIS may rely on the accuracy and completeness of the supplied data.

- 3.4 **Access.** Arrange for ARCADIS to enter upon public and private property as necessary.
- 3.5 **Review.** Examine the Service Instruments and obtain the advice of attorneys, insurance counselors or other consultants as Client thinks appropriate. Render written decisions concerning the Service Instruments within a reasonable time. Client expressly acknowledges and agrees that the Services provided do not and shall not include: (1) serving as a “municipal advisor” for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) the practice of law or other legal services, nor any form of insurance advisory services.
- 3.6 **Expert Advice.** Provide legal, accounting, insurance or other necessary advisory services for the Services. Client expressly acknowledges and agrees that the Services provided do not and shall not include the practice of law or other legal services, nor any form of professional accounting or insurance advisory services.
- 3.7 **Permits.** Furnish approvals and permits from governmental authorities or other entities having jurisdiction over the Services and approvals from others as may be necessary for the timely completion of the Services.
- 3.8 **Services Developments.** Give prompt written notice to ARCADIS whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of ARCADIS's services.

4 PERIODS OF SERVICE

- 4.1 **Time of Performance.** Sections 4 and 5 anticipate the orderly and continuous progress of the Services. The time of performance contemplated is the period which should reasonably be required for the completion of the Services.
- 4.2 **Delays.** If Schedule A specifies periods of time for performance of services or specific dates by which services are to be completed and if such periods or dates are exceeded through no fault of ARCADIS, the compensation specified under Section 5 shall be subject to equitable adjustment.
- 4.3 **Start of Performance.** ARCADIS will start the Basic Services upon authorization by Client. Unless otherwise stated in this Agreement, signing of this Agreement by both Client and Pirnie will constitute such authorization. If Client elects to authorize ARCADIS to proceed before signing this Agreement, ARCADIS shall be paid as if the services had been performed after both parties signed the Agreement.
- 4.4 **Completion of Performance.** For the purposes of final payment under Section 5, completion of ARCADIS's services will occur upon delivery of the final report as specified in Schedule A or B, as appropriate.
- 4.5 **Force Majeure.** If a force, event, or circumstance beyond ARCADIS's control interrupts or delays ARCADIS's performance, the time of performance of the Basic or Additional Services shall be equitably adjusted.

5 COMPENSATION

- 5.1 **Basic Services.** Client shall pay ARCADIS the Amount stated in invoices issued in accordance with Schedule C [Pricing Schedule] for actual work performed and Reimbursable Expenses incurred during the period covered by the invoice. Invoices are due and payable within 30 days after receipt by Client. Client's payments shall be in the form and shall be sent to the ARCADIS address as described in the invoices.
- 5.2 **Additional Services.** Client shall pay ARCADIS for Additional Services actually performed pursuant to Client's authorization and invoiced in accordance with the Pricing Schedule.
- 5.3 **Litigation Services.** If Client requires ARCADIS' services either as a witness in, or support of, litigation or other dispute resolution procedures between Client and a third party, ARCADIS will provide such services in accordance with a Pricing Schedule for litigation services. In addition Client will promptly reimburse ARCADIS for its reasonable fees and expenses (including without limitation attorney's fees and other legal costs incurred by ARCADIS in response to a subpoena, or request for the production of documents, for any appearance at a deposition, trial or other legal proceeding) – provided ARCADIS is not a named party to such legal proceeding.

5.4 Delay or Termination.

- 5.4.1 If Client delays the performance of, or payment for, services under this Agreement for more than 3 months for a reason(s) other than ARCADIS's fault, ARCADIS may suspend performance until it receives payment in full for services rendered and expenses incurred to the date of suspension.
- 5.4.2 If Client terminates this Agreement prior to completion of the Basic Services, ARCADIS shall be paid in full for services rendered and expenses incurred to the date of termination, including reasonable demobilization and termination expenses.
- 5.5 **Disputed Amounts.** Notwithstanding the provisions of Section 7, if Client disputes an item(s) or amount(s) contained in an invoice, Client agrees to pay the balance of the undisputed invoiced amounts to ARCADIS in accordance with Schedule C.
- 5.6 **Collection.** Any reasonable attorneys' fees or other reasonable costs incurred by ARCADIS in collection of delinquent amounts shall be paid by Client.

6 OPINIONS OF CONSTRUCTION COST

- 6.1 **Construction Cost.** If the Service Instruments includes an estimate of the cost of constructing a facility [**Construction Cost**], that cost includes the total cost to Client of those portions of the Project described in the Service Instruments. Construction Cost will not include ARCADIS's compensation and expenses, the cost of land, rights of way, or compensation for properties. Construction Cost will also not include Client's legal, accounting, or insurance counseling services, or interest and financing charges incurred in connection with the Project, or the cost of services to be provided by others under paragraph 3.6 unless otherwise specified in Schedule A.
- 6.2 **Opinions of Cost.** ARCADIS's opinion of probable Construction Cost is made on the basis of ARCADIS's experience and qualifications and represents ARCADIS's judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. ARCADIS does not guarantee that proposals, bids or actual Project cost will not vary from ARCADIS's opinions of probable Construction Cost.

7 GENERAL CONSIDERATIONS

- 7.1 **Changes.** By written notice at any time, Client may change the Basic Services, provided such changes are within the general scope of the services contemplated by this Agreement. In such event, an equitable adjustment both in the compensation for and time of performance of the Agreement shall be made in writing prior to ARCADIS's performing the changed services.
- 7.2 **Confidentiality.** ARCADIS will hold secret and confidential all information designated by Client as confidential [**Confidential Information**]. ARCADIS will not reveal Confidential Information to a third party unless:
- 7.2.1 Client consents in writing;
- 7.2.2 the information is or becomes part of the public domain;
- 7.2.3 ARCADIS lawfully possessed the information before receipt from Client;
- 7.2.4 applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or
- 7.2.5 failure to disclose the information would pose an imminent and substantial threat to human health or the environment.
- 7.3 **Professional Service.** The Service Instruments furnished under this Agreement are the tangible results of ARCADIS's professional services for the Services and ARCADIS shall have the right to use or reuse and retain the copyright of the Service Instruments for its purposes and at its sole risk, without liability to Client
- 7.3.1 **Reuse.** ARCADIS does not represent the Service Instruments to be suitable for reuse by Client or others for extensions of the Services or on any other project. Any reuse without written verification or adaptation by ARCADIS for the specific purpose intended is at Client's sole risk, without liability to ARCADIS. Any such verification or adaptation will entitle ARCADIS to compensation at rates to be agreed on by Client and ARCADIS.
- 7.3.2 **CADD.** ARCADIS may provide information related to the Service Instruments in computer-assisted design and drafting format [**CADD**] to Client. CADD is derived in part from computer software for which ARCADIS is licensed. These licenses are not transferable. Any unlicensed reuse of CADD may subject the user to liabilities to the software licensor.
- 7.3.3 **Electronic Media.** Either party to this Agreement may rely on the data or information set forth on paper (also known as "hard copies") that the party receives from the sending party by mail, hand delivery, or facsimile as items the sending party intended to send. Data or information sent in electronic media format by one party to the other party are furnished only for the convenience of the receiving party and shall not be relied upon by the receiving party. If there is a discrepancy between the data received in electronic media format and the hard copies, the hard copies govern. Any conclusion or information obtained or derived from the data in electronic media format shall be at the user's sole risk. When transferring documents in electronic media format, the sending party makes no representations as to the long term compatibility, usability, or readability of such documents resulting from

the use of software, application packages, operating systems or computer hardware differing from those used by the document's creator.

- 7.4 Insurance.** ARCADIS will maintain insurance against the following risks during the term of the Agreement:
- 7.4.1 workers compensation in statutory amounts and employer's liability for ARCADIS's employees' Services-related injuries or disease;
- 7.4.2 general liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from ARCADIS's performance under this Agreement; and
- 7.4.3 Professional liability in the amount of \$1,000,000 for legal obligations arising out of ARCADIS's failure to meet the Standard of Care.
- 7.5 Interpretation.** This Agreement shall be interpreted in accordance with the laws of the State.
- 7.6 Successors.** This Agreement is binding on the successors and assigns of Client and ARCADIS. The Agreement may not be assigned in whole or in part to any third parties without the written consent of both Client and ARCADIS.
- 7.7 Independent Contractor.** ARCADIS represents that it is an independent contractor and is not an employee of Client.
- 7.8 Disputes.** If any dispute arises out of or relates to this Agreement, or the breach thereof, then in the first instance, representatives of both parties shall endeavor in good faith to negotiate a settlement of the dispute. If such dispute cannot be settled through direct discussions by such representatives of the parties, then higher level representatives of both parties shall endeavor in good faith to negotiate a settlement of such dispute. If such dispute cannot be settled through direct discussion by such higher level representatives of the parties, then the parties agree to submit the matter to mediation before having recourse to a judicial forum. No written or oral representation made during the course of any settlement negotiations or mediation shall be deemed a party admission.
- 7.9 Notices.** Written notices may be delivered in person or by certified mail, by facsimile, or by courier. Such notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party at the address given on the cover page of this Agreement. An address may only be changed by written notice.
- 7.10 Applicable Law.** ARCADIS and Client shall comply with all applicable federal, state and local laws, regulations or orders issued under such laws prohibiting any form of kickback, bribery or corrupt practices as defined in the Anti-Kickback Act of 1986, the Foreign Corrupt Practices Act and all other applicable federal, state, local laws, regulations or orders issued under such laws regarding kickbacks, bribery or corrupt practices. If applicable to this Agreement, ARCADIS will comply with the requirements of:
- 7.10.1 the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended,
- 7.10.2 Utilization of Small and Disadvantaged Business Concerns (Public Law 95-507), and
- 7.10.3 all other federal, state and local laws and regulations or orders issued under such laws.
- 7.11 Entire Agreement.** This Agreement, including any schedules, attachments and referenced documents, is the entire agreement between Client and the ARCADIS. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by Client and ARCADIS.
- 7.12 Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.
- 7.13 Effective Date.** Unless stated otherwise in Schedule A, this Agreement is effective on the date shown on the cover page.
- 8 SPECIAL PROVISIONS, EXHIBITS and SCHEDULES**
- 8.1 Special Provisions.** This Agreement is subject to the following special provisions: None
- 8.2 Schedules.** The following Schedules are attached to and made a part of this Agreement:
- 8.2.1 Schedule A "Scope of Basic Engineering Services and Related Matters"
- 8.2.2 Schedule B "Additional or Optional Engineering Services"
- 8.2.3 Schedule C "Pricing Schedule"

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

Water/Wastewater Study Phase Services

Between Town of Ayer, Massachusetts and ARCADIS U.S., Inc.

Project Number: 26082003.0000

Execution Authority. This Agreement is a valid and authorized undertaking of Client and ARCADIS. The representatives of Client and ARCADIS who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

CLIENT

ARCADIS U.S., INC.

Date _____

Date _____

By _____

By _____

Title _____

Title _____

Where applicable to the jurisdiction:
Engineer License or Certificate No. _____

State of _____

Witness _____

Witness _____

Address for Giving Notices:

Address for Giving Notices:

ARCADIS U.S., Inc.
44 South Broadway, 15th Floor
White Plains, New York, 10601
Attn: Legal Department

Schedule A
Scope of Basic Engineering Services and Related Matters

A.1 The scope of basic services consists of the following Scope of Services:

a. Scope of Basic Engineering Services

Scope of Work

Phase 1B of the Town of Ayer I/I Analysis Program consists of three (3) related engineering tasks:

- 1) Flow monitoring for six weeks within five (5) sub-areas of Town known to be contributing high I/I to the system. One meter will be installed in the most downstream manhole of each of the five sub-areas.
- 2) Rain gauging and groundwater monitoring at a location central to the five sub-areas for six weeks.
- 3) Data analysis and development of recommendations for follow-on investigations and recommendations for Phase 2 of the I/I Analysis Program.

The specific work to be done under each of these tasks is discussed below.

Tasks 1 & 2 - Flow Monitoring, Rain Gauging and Groundwater Monitoring

Task 1 consists of monitoring flows within five (5) sub-areas of Town to measure average and peak flows, estimate infiltration and inflow (I/I), and determine available capacity under various flow scenarios. The five sub-areas included in Phase 1B are sub-areas 1, 4, 5, 7 and 8. These five sub-areas are part of the remaining seven sub-areas of Town which are scheduled for metering in 2017. Meters will be installed in the most downstream manhole of each sub-area.

Continuous flow monitoring will be performed by our sub-consultant, Flow Assessment Services, LLC., to obtain information necessary to accurately analyze infiltration during high groundwater periods and to estimate rainfall-related inflow during wet weather periods.

Under Task 2, a recording tipping bucket rainfall gauge will be installed at a central location in proximity to the five study areas. The rain gauge will be capable of recording rainfall data in 15-minute increments. The rainfall data will enable the correlation of metered flow rates to rainfall intensity, duration, and volume for the purpose of identifying inflow and its components. A groundwater gauge will be installed at a location central to the five sub-areas.

Flow, rainfall and groundwater monitoring will be conducted for 6 weeks in the Spring of 2017, to facilitate evaluation of baseline flows during low-groundwater, as well as peak flows during high groundwater and wet weather periods.

Task 3 - Data Analysis, Development of Phase 2 Recommendations and Letter Report

This task consists of:

1. Analysis of flow metering and rain and groundwater gauge data to quantify infiltration and inflow;
2. Correlation of groundwater and rain data to flow data; and



3. Categorization and ranking of infiltration and inflow areas and development of Phase 2 investigations.

This task includes a review and assessment of all data and information collected during Tasks 1 and 2, development of Phase 2 recommendations, a meeting with the Town to discuss the findings, recommendations and next steps to pinpoint and remove sources of I/I, and development of a Summary Letter Report.

Flow metering data will be evaluated to estimate average and peak infiltration and inflow rates and average daily flows rates emanating from the five subareas. Data will be correlated to groundwater elevations and rainfall to determine their influence on flows and to estimate infiltration and inflow. The metering data will be summarized, infiltration and inflow areas will be categorized and ranked, and follow-on investigations will be recommended for Phase 2 of I/I Analysis Program. Phase 2 of I/I Analysis Program will incorporate results and recommendations from Phases 1A and 1B.

Schedule

Flow monitoring and groundwater and rainfall gauging will be conducted in the Spring of 2017 to capture the spring high groundwater period and maximize the likelihood of identifying I/I. We propose to begin work on this project upon receipt of a signed contract. Barring unforeseen delays, we anticipate completion of all tasks and deliverables within twenty-four (24) weeks of starting work.

Schedule B
Additional or Optional Engineering Services

B.1 Scope of Additional or Optional Engineering Services



a. In the event that Additional or Optional Engineering Services are identified and required under this Agreement at a later time, Client will provide ARCADIS written authorization to perform such Services

Schedule C
Pricing Schedule

C.1 The Pricing Schedule consists of this page only.

C.2 **Terms of Payment**

C.2.1 **Lump Sum.** For Basic Services under Section I and Schedule A, Client shall pay ARCADIS a Lump Sum of \$50,000.

 **COPY**

C.3 **Invoices.** ARCADIS will submit invoices to Client for each month during which services were performed. Invoices may include carrying charges at 1.5% per month for delinquent payments outstanding over 30 days and applicable sales or value-added taxes.

Date of Issuance:	Effective Date:
Owner: Town of Ayer, MA	Owner's Contract No.:
Contractor: Cedrone Corp.	Contractor's Project No.:
Engineer: Weston & Sampson	Engineer's Project No.: 2130224
Project: East Main Street Water and Sewer Improvements	Contract Name: East Main Street Water and Sewer Improvements

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

Description: 6" Fire service to 13 Groton Harvard Road, Additional time for 14" connection at third and east street, additional times to set CB frames on East Street, Oak Street Leaching Basin, Additional milling and paving, Additional sewer repairs

Attachments: Cost tabulation Sheets

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,079,576.50</u>	Original Contract Times: Substantial Completion: <u>November 18, 2016</u> Ready for Final Payment: <u>May 31, 2017</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>33,807.22</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___ : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>1,113,383.72</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 18, 2016</u> Ready for Final Payment: <u>May 31, 2017</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>111,430.06</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>December 16, 2016</u> Ready for Final Payment: <u>May 31, 2017</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,224,813.78</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>December 16, 2016</u> Ready for Final Payment: <u>May 31, 2017</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> Title: <u>Project Manager</u> Date: <u>11/23/2016</u>	By: <u>[Signature]</u> Title: <u>Owner (Authorized Signature)</u> Date: _____	By: _____ Title: <u>Contractor (Authorized Signature)</u> Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

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: December 2, 2016

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: Town Administrator's Report for the December 6, 2016 Board of Selectmen's Meeting

Dear Honorable Selectmen,

I am pleased to provide you with the following Town Administrator's Report for the December 6, 2016 meeting of the Ayer Board of Selectmen. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

Administrative Update:

- I will provide the Board with a brief administrative update.

Appointments:

- I respectfully recommend that the Board appoint Mr. Steve Slarsky of Ayer to the Memorial Garden Committee for an unexpired one year term to expire on June 30, 2017.
- I respectfully recommend that the Board appoint Mr. Christopher Maloney of Ayer to the Ayer Cultural Council to an unexpired three year term to expire on June 30, 2018.
- I respectfully recommend that the Board appoint Mr. Steven Quinn of Ayer to the Ayer Cultural Council to an unexpired three year term to expire on June 30, 2018.

Appointment of BOS Member to Approve Payroll and A/P Warrants – Pursuant to the Municipal Modernization Legislation:

- With the passage of the Municipal Modernization Act, MGL Chapter 41, Section 52 as amended authorizes the Board of Selectmen to designate a single member to approve payroll and accounts payables warrants. This would enable all payroll and accounts payables warrants to be reviewed and signed by a single designated Selectmen thus not requiring a quorum of the Selectmen to have signed.

- If the Board chooses to appoint a single member to approve payroll and accounts payables warrants, that Selectmen is required to provide a record of their actions at the next meeting of the Board of Selectmen. There would be a standing agenda item at each BOS Meeting which would contain the record of all warrants reviewed and signed by the single Selectman.

2017 License Renewals:

- The Board is respectfully recommended to review and approve the 2017 License Renewals as set forth by the attached memo (See Attached).

MART Project Update/Depot Square Relocation Update:

- I will offer a brief update at the meeting of the Commuter Rail Surface Parking Lot and Access Improvement Project as well as an update of the relocation of the Depot Square Building tenants. The Town has completed the procurement and selection of a relocation specialist to work with the Town to successfully relocate the tenants of the USO/Advocates building.

Thank you.

Attachment.

Carly Antonellis

From: Christopher Maloney <[REDACTED]>
Sent: Monday, November 21, 2016 10:49 AM
To: Carly Antonellis
Subject: ref. Sheila Schwabe

Ayer Cultural Council Letter of Intent

Dear Ms. Antonellis,

I hope this finds you well. My name is Christopher Alan Maloney and I am writing to express my intent in becoming a member of the Ayer Cultural Council. I have been involved in the arts professionally for about ten years now, and have had my work as a documentary filmmaker featured on PBS and the Discovery Channel. I have lived in Ayer since 2014, and am interested in contributing to the community's cultural identity as a resident and as an artist.

I grew up in a small town in Ohio, and it was a rare treat to be exposed to the arts. It made me aware of a world beyond our town limits, and helped me to engage in a community wider than the one of which I was enveloped. I believe in the power of art to heal, encourage and transform, and would love the opportunity to help the Ayer Cultural Council introduce this power to our neighbors.

Very best,

Christopher A. Maloney

Carly Antonellis

From: Stephen Quinn [REDACTED]
Sent: Friday, November 18, 2016 9:00 PM
To: Carly Antonellis; Sheila Schwabe
Subject: Cultural Counsel membership

Hello, I would like to be on the Counsel. I have lived in Ayer for about a year but have been visiting family here for about 14 years.

I was very active in Winchester and Arlington with the Art clubs and centers. I have extra time on my hands and would like to bring more culture to Ayer. I feel the people here are friendly but there is little going on for adults who are not drinkers.

I miss the activity in Arlington and would love Ayer to have more cultural activities. I have much experience with drawing and painting.

Some low income families here would probably like activities but cannot afford them. Free classes could help them.

I with the help of a family member designed and built a chopper motorcycle from scratch. It is covered with murals that she and I painted.

I feel I have a good sense of what program would help. Bringing more culture to Ayer is a great passion of mine.

Thank You.
Stephen Quinn

**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

To: Board of Selectmen
 From: Carly Antonellis, Assistant to the Town Administrator
 Date: December 2, 2016
 Re: 2017 License Renewals

The following is a list of the 2017 License Renewals. I am recommending approval of all license renewals listed below subject to successfully meeting all requirements as set forth by Ayer Bylaw XLII and relevant Massachusetts General Law(s).

Pursuant to Bylaw XLII, this list is currently under review for outstanding bills, taxes, fees, assessments, liens, betterments and any other municipal charges by the Tax Collector, Treasurer, and Department of Public Works.

In addition to the full payment due, the following list of requirements must be met before a license will be released.

Additional License Renewal Requirements, As set forth by Town of Ayer Bylaw XLII and Massachusetts General Law(s)		
Code	License Type	Requirements
Class 1	New/Used Motor Vehicle Dealership License	Proof of \$25,000 Surety Bond
Class 2	Used Motor Vehicle License	
Class 3	Junk Auto Dealer's License	n/a
CV	Common Victualler	n/a
BW	Beer/Wine	Completion of ABCC Form, proof of liquor liability insurance, Fire Inspection by AFD
AA	All Alcohol	
s15	Off Premise/Package Store	
s12	On Premise/Restaurant/Club	
Amusement	Amusement License	n/a
Sunday Entertain	Sunday Entertainment License	n/a

2017 License Renewals		
Business Name	Business Address	License Type
Toreku Tractor & Equipment, Inc.	4 Littleton Road	Class 1
Gervais Inc.	5 Littleton Road	Class 1
Trailer Home Sales	1 Fitchburg Road	Class 1
L-3 Communications	90 Nemco Way	Class 1
Central Collision Center	121 Central Avenue	Class 2
Nukar Auto Sales	7-11 Park Street	Class 2
Don's Auto Sales	9 Bishop Road	Class 2

2017 License Renewals

Business Name	Business Address	License Type
J.C. Madigan, Inc.	8 Shaker Road	Class 2
Terranova Auto Body	40 Littleton Road	Class 2
Sean's Auto & Truck Center, Inc.	42 Littleton Road	Class 2
Rt 2A Auto Sales, Inc.	77 Fitchburg Road	Class 2
Power of Honesty, Inc.	179 West Main Street	Class 2
Harry Schwartz & Sons, Inc.	20 Sandy Pond Road	Class 3
Subway	1 Mill Street	CV
Ayer Convenience	60 Park Street	CV
Deven's Pizza & Deli	210 West Main Street	CV
McDonald's Restaurant	2 Sandy Pond Road	CV
Wendy's Restaurant	2 Barnum Road	CV
Woo Jung Restaurant	174 West Main Street	CV
Verona Pizza & Seafood	18 Park Street	CV
Dunkin Donuts	18 Park Street	CV
Dan's Place	200 West Main Street	CV
Ayer Gulf	26 Park Street	CV
The Cottage Restaurant	18 Main Street	CV
Wok & Roll	49 Park Street	CV
Lazy Mary's	30 Littleton Road	CV
Taco Bell	4 Sandy Pond Road	CV
Union Coffee	25 Main Street #1	CV
Tipo Taco's	35 Main Street	CV
Lamp and Dragon	41 Main Street	CV
The Vineyard	63 Park Street	s15BW
Ayer Shop 'n Save	22 Fitchburg Road	s15BW
Ayer Package Store, Inc.	48 Main Street	s15AA
Traffic Circle Liquors, Inc.	2 Littleton Road	s15AA
Barnum Road Liquors, Inc.	1 Barnum Road	s15AA
Archer's Mobil	70 Main Street	s15BW; CV
Chung Ge Market	210D West Main Street	s15BW; CV
Pauline's Variety	67 1/2 East Main Street	s15BW; CV
Ayer Gun & Sportsmen's Club	225 Snakehill Road	s12BWC; CV
Carlin's	7 Depot Square	s12AA; CV; Amusement; Sunday Entertain;
Billiard's Café	39 Main Street	s12AA; CV; Amusement; Sunday Entertain;
Mango Grill	38 Littleton Road	s12AA; CV
Lucia's Tavola Ristorante	31 Main Street	s12AA; CV
Markoh's on Main	43 Main Street	s12AA; CV
Shaker Hills Country Club	146 Shaker Road	s12AA; CV
Tiny's Restaurant	2 Groton School Road	s12AA; CV; Amusement
Nashoba Club	14 Central Avenue	s12AA; CV; Amusement
Parthenon Pizza	60 West Main Street	CV; Amusement
New England Flatbread & Ale Company, Inc.	9 Main Street	s12AA; CV



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

Tuesday November 15, 2016
Meeting Minutes

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

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

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

Review and Approve Agenda: C. Hillman asked that his two items under “Selectmen’s Questions/New Business” be moved as follows: 1. Marijuana Zoning to be moved under Chief Murray’s Report and 2. Walking Path at Pirone Park to be moved under the Economic Development Director’s report.

Motion: A motion was made by J. Livingston and seconded by C. Hillman to approve the agenda, as amended.

Motion passed 3-0.

Announcements: G. Luca made the following announcements: Wished all veterans a Happy Veteran’s Day; The Winter Parking Ban is now in effect; The 15th Annual Holiday Concert Music and Sing Along featuring the Nashoba Valley Concert Band will be held at the Town Hall at 2:00 PM on December 10, 2016; The 17th Annual Tuba Christmas Concert will be held on Sunday December 11, 2016 at 2:00 PM at the Town Hall; the West Main Street and Shirley Street Public Input 11/22/16 at 7:00 PM; Thanked the Town Clerk’s Office for a successful Election Day; Police Dept. seeking applications for full time police officer

Public Input: None

Chief William A. Murray, Ayer Police Department: Chief Murray was in attendance with his recommended candidate for the positions of Patrol Officer.

Appointment of Patrol Officer – Chief Murray introduced Mr. David Lansing who is currently employed with the Tufts University Police. Mr. Lansing interviewed well and there were no concerns stemming from his background investigation. Chief Murray is recommending appointment at Step 2, pending passing of a physical and psychological exam with a start date of December 8, 2016.

Motion: A motion was made by J. Livingston and seconded by C. Hillman to appoint Mr. David Lansing to Step 2 Patrol Officer pending the passing of a physical and psychological exam with a start date of December 8, 2016.

Motion passed 3-0.

Appointment of Prisoner Watch Personnel – Chief Murray requested the appointment of Ms. Linda Taylor of Shirley to a per diem position of Prisoner Watch Personnel.

Motion: A motion was made by C. Hillman and seconded by J. Livingston to appoint Ms. Linda Taylor to a per diem position of Prisoner Watch Personnel. **Motion passed 3-0.**

Truck Exclusion – Columbia Street – Chief Murray reported that he has been in contact with Mass Department of Transportation (Mass DOT) District 3 about excluding trucks (2.5 tons or more) from using Columbia Street. He is currently in the process of submitting traffic counts to Mass DOT and will report back at the next BOS meeting.

Marijuana Zoning (Selectman Hillman) – C. Hillman stated that with the passage of Question 4, he wants the Town to start having the discussion about zoning for commercial dispensaries. R. Pontbriand suggested that the BOS send the Planning Board a formal communication; R. Pontbriand will draft a letter.

Mr. Alan Manoian, Director of Community and Economic Development: *Approval of Amendment of the CDBG Program Guidelines* – Ms. Alicia Hersey, CDBG Program Manager stated she is recommending two amendments to the current program guidelines. She explained that the Town, through the CDBG program, has always paid for lead inspections. This was inadvertently left out of the 2015 guidelines; therefore, she is recommending an amendment for inclusion. She is also recommending an amendment to section E4 of the 2015 guidelines, which would not allow for the lead abatement work of scraping and painting to be placed as a lien for low to moderate income families.

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

Holiday Stroll and Tree Lighting – A. Manoian gave an update on the planned first annual Holiday Tree Lighting and Candle Light Stroll being planned for December 10, 2016 at 5:00 PM.

Main Street MBTA Fence Project Update – A. Manoian presented the BOS with two different options for fencing to replace the dilapidated chain link fence across from Town Hall. A. Manoian reported that if the Town were to procure the fencing, the MBTA would perform the installation. A. Manoian will be preparing the request as part of the FY'18 Capital Planning process.

Former Fire Station RFP Update – A. Manoian reported that the Town had received 1 response for the Former Fire Station RFP. He will be reviewing the proposal and will report back to the BOS.

Walking Path at Pirone Park (Selectman Hillman) – C. Hillman asked A. Manoian to look into the possibility of CPC funds to create a walking path at Pirone Park. R. Pontbriand stated that he believed the Parks Commission would be submitting it as part of their FY'18 capital planning requests.

Discussion on Future Use of Advocates, Inc./USO Building: R. Pontbriand gave a brief overview, stating that the Town has acquired the building as part of the May 9, 2016 eminent domain takings. He was just informed over the past several weeks that MART will pay for the demolition of the project as part of the Train Access Improvement project. He reported that Economic and Community Development Director A. Manoian recently held a two day design charrette to get input on what the space would look like in conjunction with the project.

R. Pontbriand asked that the BOS make two votes: the first to authorize the relocation of the two commercial tenants and the second to authorize the demolition of the Advocates, Inc./USO building.

Motion: A motion was made by C. Hillman and seconded by J. Livingston to authorize relocation of the two commercial tenants in the Advocates, Inc./USO Building. **Motion passed 3-0.**

Motion: A motion was made by C. Hillman and seconded by J. Livingston to authorize the demolition of the Advocates, Inc./USO Building by MART. **Motion passed 3-0.**

Town Administrator's Report: *Administrative Update* – R. Pontbriand congratulated the Town Clerk's Office for their hard work associated with early voting and the Presidential Election. R. Pontbriand stated that the focus of the Administration will be the FY' 18 budget.

Appointments - R. Pontbriand is requesting appointment of the following individuals to the Memorial Garden Committee: Ruth Rhonemus and Carol Bousquet.

Motion: A motion was made by J. Livingston and seconded by C. Hillman to appoint Ms. Ruth Rhonemus and Ms. Carol Bousquet to two unexpired one year terms, expiring June 30, 2017, on the Memorial Garden Committee.

Motion passed 3-0.

Application for 1-Day Outdoor Beer and Wine License (11/23/16), Carlin's – R. Pontbriand presented a request from Carlin's Restaurant for a one day beer and wine license for November 23, 2016 from 9:00 PM – 1:00 AM for an outdoor live music event under a tent on the property.

Motion: A motion was made by J. Livingston and seconded by C. Hillman to approve the one day beer and wine license for Carlin's Restaurant for November 23, 2016 from 9:00 PM – 1:00 AM. **Motion passed 3-0.**

Special Granting Permit Authority Discussion for Aquifer Protection District Discussion – R. Pontbriand stated he received a request from the Planning Board stemming from their current proposed rewrite of the Zoning Bylaw. Currently the Special Permit Granting Authority (SPGA) for the Aquifer Protection District is the Board of Health. MGL c.40A §1A defines the SPGA as the Board of Selectmen, Board of Appeals, Planning Board or Zoning Administrators. R. Pontbriand asked what Board they would like to see the SPGA for the Aquifer Protection District full under. BOS members recommended the Planning Board.

Appointment of Public Records Officer – R. Pontbriand reported that as a result of the new Public Records Law that goes into effect on January 1, 2017, each municipality is required to have one designated Public Records Officer. He is requesting that the position of Town Administrator be made the designated Public Records Officer.

Motion: A motion was made by J. Livingston and seconded by C. Hillman to appoint the Town Administrator as the Public Records Officer. **Motion passed 3-0.**

New Business/Selectmen's Questions – C. Hillman stated that he had referred an odor complaint about Nasoya to the Town Administrator's Office. R. Pontbriand stated that the Nashoba Boards of Health and the Department of Environmental Protection had been notified.

Approval of Meeting Minutes:

Motion: A motion was made by J. Livingston and seconded by C. Hillman to approve the meeting minutes of November 1, 2016. **Motion passed 3-0.**

Ms. Lisa Gabree, Town Accountant/Finance Director: *General Obligation Bond Anticipation Notes* - L. Gabree and Treasurer Susan Copeland were in attendance seeking the approval of sale of \$2,128,161 in General Obligation Bond Anticipation notes for borrowing associated with several large project Public Works projects and the purchase of a new ambulance.

Motion: A motion was made by J. Livingston and seconded by C. Hillman to approve the sale of the \$2,128,161 1.50 percent General Obligation Bond Anticipation Notes (the "Notes") of the Town dated November 18, 2016 and payable on November 17, 2017, to Eastern Bank at par and accrued interest, if any, plus a premium of \$10,950.81 and;

Further Voted: that in connection with the marketing and sale of the Notes, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated November 2, 2016, and a final Official Statement dated November 9, 2016, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed approved and adopted.

Further Voted: the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver a significant events disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Notes for the benefit of the holders of the Notes from time to time.

Further Voted: we authorize and direct the Town Treasurer to review the Town's post-issuance federal tax compliance procedures and to make such changes, if any, as the Treasurer and bond counsel deem necessary to monitor and maintain the tax exempt status of the Notes.

Further Voted: that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes. **Motion passed 3-0.**

FY' 18 Budget Snapshot – L. Gabree and R. Pontbriand presented a preliminary “budget snap shot” looking at the general trends of the budget going into FY 2018. Of particular concern were the amount of “free cash” already expended for FY 2017 at the recent Special Fall Town Meeting as well as other budget drivers such as potential double digit health insurance increases; the potential negative budgetary impact if additional personnel positions and/or personnel hours are added to the FY 2018 budget; and the need for the Town to closely follow its capital budget policies with a very close vetting of all FY 2018 capital requests from departments. The presentation was a cautionary in nature as the FY 2018 budget process begins and moves forward.

Executive Session Pursuant to MGL Chapter 30A, Section 21A: A motion was made at 8:58 PM by J. Livingston and seconded by C. Hillman to enter into Executive Session for the review and approval of Executive Session Minutes. **By Roll Call Vote:** G. Luca, aye; C. Hillman, aye; J. Livingston, aye. **Motion passed by Roll Call 3-0.**

Minutes Recorded and Submitted by Carly M. Antonellis

Date Minutes Approved by BOS: _____

Signature Indicating Approval: _____