

RECEIVED
TOWN CLERK
TOWN OF AYER

2016 JUN 17 PM 12:09
LF

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



Tuesday June 21, 2016
Open Session Meeting Agenda

- 7:00 PM Call to Order
Pledge of Allegiance; Review and Approve Agenda; Announcements
- Recognition of Ayer Shirley Regional High School Music Program
- 7:05 PM* Public Input
- 4th of July Committee Update and Recognition of Grand Marshall
- 7:15 PM Superintendent Mark L. Wetzel, Ayer Department of Public Works
1. New Wastewater Utility Truck
 2. Sidewalk Snow Blower/Mower
 3. Sale of Freightliner Truck and Trailer
 4. Complete Streets Prioritization Plan Engineering Agreement
 5. East Main Street Contract Change Order
 6. Contract Amendment – Ti-Sales (water meters, radios and related equipment)
- 7:30 PM Ms. Lisa Gabree, Town Accountant
1. MUNIS Contract Renewal
- 7:35 PM Conservation Commission
1. Request to Increase Conservation Commission Agent's Hours
- 7:50 PM Town Administrator's Report
1. Administrative Update
 2. Chapter 61 Nashua Street Extension Update
 3. Appointments
 4. UDAG Planning Board Support Vote Amendment
- 8:05 PM New Business/Selectmen's Questions
1. Playground at Pirone Park (Selectman Luca)
- 8:15 PM Approval Meeting Minutes
June 7, 2016
- Executive Session pursuant to MGL Chapter 30A, Section 21A
Exemption #3 (Collective Bargaining) Fire Union Grievances
Exemption #3 (Collective Bargaining) Police Superiors Contract Negotiations Update
- **Adjournment

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

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

DEPARTMENT OF PUBLIC WORKS

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



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

MEMORANDUM

RECEIVED
JUN 16 2016

TOWN OF AYER
SELECTMEN'S OFFICE

Date: June 15, 2016
To: Board of Selectmen
From: Mark Wetzel, P.E. Superintendent of Public Works
Subject: June 21 Meeting Agenda Items

- New Wastewater Utility Truck** – The purchase of a new utility truck for the DPW Wastewater Division was approved at Spring Town Meeting (Article 21 \$65,000). This truck will replace the 2004 utility truck that is out of service due to a cracked frame. We have a quote under the State Bid for the properly equipped vehicle for \$67,756. The difference between the appropriation and cost will be covered in the Wastewater Vehicle Supply line item. I will have a purchase order for signature by the Chairman.
- Sidewalk Snow Blower / Mower** - The purchase of a sidewalk snow blower and mower for the Highway Division was approved at Spring Town Meeting (Article 21 \$150,000). This tractor will replace the 1995 Holder tractor that frequently breaks down, is difficult to get parts for and currently needs costly repair tot the power drive. We have a quote under the State Bid for the properly equipped tractor for \$142,235. I will have a purchase order for signature by the Chairman.
- Sale of Freightliner Truck and Trailer** – As the DPW Wastewater Division contracts the Town’s wastewater sludge disposal, the DPW Freightliner truck and tanker are no longer needed. We advertised for bids and received 4 bids for each.

| Bidder | 2010 Freightliner Cascadia | 7500 Gal. Polar Tanker |
|------------------------------|----------------------------|------------------------|
| Wall Trucking | \$42,800.00 | \$5,200.00 |
| West Side Trucking Equipment | \$30,771.79 | \$10,277.79 |
| Boston Freightliner Inc. | \$41,401.00 | No Bid |
| Corkery Tractor Trailer | \$15,000.00 | \$2,500.00 |

We recommend that the bids be awarded to Wall Trucking for the Freightliner and West Side Trucking Equipment for the tanker. The money for this sale will be placed in Sewer revenue.

- Complete Streets Prioritization Plan Engineering Agreement** – Ayer has received a grant from MassDOT to prepare a Complete Streets Prioritization Plan. This is the next step in the Complete Streets Program. Attached is the Engineering Agreement for WorldTech Engineering, for execution by the Chairman. The next step will be forming the workgroup and having a Complete Streets Plan kick-off meeting.

5. **East Main Street Contract Change Order** – The East Main Street Water and Sewer project is progressing well. Attached is change order no.1 for \$33,807.22. This is for the following:

Description Cost

School Street Water Main/courthouse tie-in \$ 18,450.00
Concrete cutting at subway tunnel \$ 2,822.82
Additional time searching for 14" water main \$ 3,133.60
Additional time searching for 10" water main \$ 3,133.60
Additional time for Main Street water main shutdown \$ 6,267.20

TOTAL \$ 33,807.22

Previous Contract Price \$ 1 ,079,576.50

New Contract Price \$ 1 ,113,383.72

6. Contract Amendment – Ti-Sales has a three year Purchase Order Agreement with the Town to provide water meters, radios and related equipment. This has been funded through a three year capital appropriation. However, we are still upgrading meters and need to amend the agreement to maintain the current prices. I will have the proposed amendment for signature by the Board.



90 Bay State RD, Wakefield MA 01880

Town of Ayer
Department of Public Works
Mark Wetzel, P.E.
Superintendent
25 Brook St
Ayer, MA 01432

Second Route

Mr. Wetzel,

Per your request, I am writing to offer a proposal to supply your department with a new Chevrolet per our contract #15-16-17-18-19, with the Plymouth County Commissioners. All vehicles offered under this contract come with a 5 year/100,000-mile powertrain warranty.

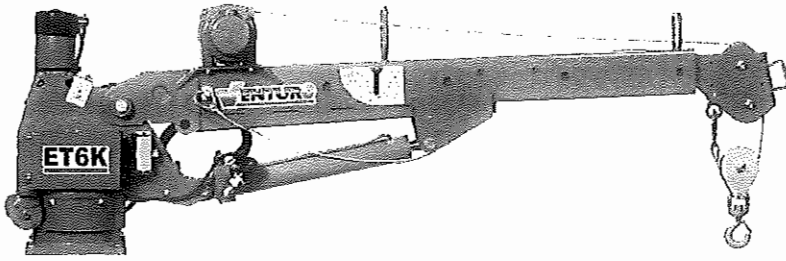
| | | |
|----------|--|--------------------|
| Item #23 | 2016 Four Wheel Drive Chassis, 13,200 LB GVWR (6.0 Liter, 322 HP V8 Gas Engine with Oil Cooler) Six Speed Automatic Transmission with Oil Cooler Heavy Duty Handling/Trailer Suspension Package Front Frame Mounted Recovery Hooks 150 Amp Alternator and 720 CCA Battery (7) LT235/80R17E All Season Radials Power 4 Wheel Disc Brakes with 4 Wheel ABS Factory Air Conditioning Tilt Steering Wheel and Cruise Control AM/FM Stereo with AUX. Input and Digital Clock Dual Fuel Tanks with 63 Gallon Capacity Automatic Halogen Headlights with Daytime Running Lights Vinyl 40/20/40 Split Bench Seat with Center Fold Down Armrest Heavy Duty Vinyl Floor Mat Full Factory Gauge Package with Tachometer Interior Dome and Reading Lights Driver and Front Passenger Airbags 2 Dash Mounted Auxiliary Power Outlets Manual Windows and Door Locks | \$27,764.00 |
| 1.01 | On/Off Road Tread Radials for DRW Truck | \$ 176.00 |
| 1.03 | Limited Slip Rear Axle | \$ 336.00 |
| 1.11 | Factory Snow Plow Prep Package | \$ 485.00 |
| 1.12 | Engine Block Heater | \$ 85.00 |
| 1.23 | Power Windows/Locks/Heated Mirrors | \$ 882.00 |
| 1.43 | Electronic Trailer Brake Controller | \$ 295.00 |

| | | |
|-------------------------------|---|--------------------|
| 1.46 | 3" Tubular Cab Steps | \$ 495.00 |
| 2.09 | Whelen Mini Liberty LED | \$ 1,075.00 |
| 2.21 | Electronic Back up Alarm | \$ 179.00 |
| 2.30 | Work Lights Rear Facing and Bed X4 | \$ 1,000.00 |
| 3.06 | Whelen 4 Corner Hide-Away LED Flashers | \$ 685.00 |
| 3.11 | Fisher 9' Snow Plow System | \$ 5,400.00 |
| 3.18 | Snow Foil Attachment Deduct for Rubber | \$ 350.00 |
| 3.19 | Replacement Cutting Edge for Snow Plow | \$ 250.00 |
| 5.02 | 9' Utility Body for DRW Chassis | \$ 7,900.00 |
| 0.01 | Upgrade for LED Lighting | \$ 350.00 |
| 0.02 | Stainless Handles Rear Top | \$ 000.00 |
| 5.04 | Paint Utility Body to Match Cab | \$ 1,000.00 |
| 5.12 | Stainless T Handle Latches | \$ 300.00 |
| 5.13 | Master Locking System | \$ 500.00 |
| 5.15 | Inside Compartment Lighting | \$ 400.00 |
| 5.16 | Diamond Plate Rock Guards X2 | \$ 200.00 |
| 10.02 | Spray-in Type Bed liner | \$ 599.00 |
| 0.03 | Additional Charge for Spray In Over Top | \$ 300.00 |
| 10.10 | Steel Cab Guard | \$ 350.00 |
| 10.18 | Reinforced Plate Mounted Pintle/Ball Hitch | \$ 695.00 |
| 0.04 | Support Adapter | \$ 350.00 |
| 0.05 | Vise Adapter for Hitch | \$ 295.00 |
| 5.24 | 2000 LB Crane | \$ 3,860.00 |
| 5.25 | Spring/Body Buildup with Outriggers for Crane | \$11,200.00 |
| TOTAL WHEATLAND YELLOW | | \$67,756.00 |

Thank you for your consideration of Liberty Chevrolet. If you have any questions concerning our proposal, please don't hesitate to contact me at.

Sincerely,

Fred Wheeler
978-559-9345
Fleet Municipal Manager
fwwheeler1@verizon.net



RUGGED RELIABLE REAL

ET6K

FEATURES

- Low-cost, Low-weight, Crane Certification Exempt
- 2,000 LB Maximum Lifting Capacity
- 6,000 FT-LB Moment Rating
- Electric - Hydraulic Power
- Hydraulic Elevation
- Manual Boom Extension 6-10 FT
- Continuous Power Rotation
- High-Efficiency, Heavy-Duty Electric Planetary Winch
 - 26 ft/min at 0 LBS; 18 ft/min at 1,000 lbs
 - 12V Permanent Magnet Motor
 - Dual-Load Applied and Dynamic Braking System
 - High-Efficiency 3-stage planetary geartrain (216:1)
- Meets ANSI B30.5 Safety Standards with optional Two-Blocking Kit
- Meets OSHA 1910.180 Requirements

| LIFTING CAPACITIES | |
|--------------------|-----------------|
| REACH (FT.) | CAPACITY (LBS.) |
| 3 | 2,000 |
| 6 | 1,000 |
| 10.4 | 576 |

STANDARD EQUIPMENT

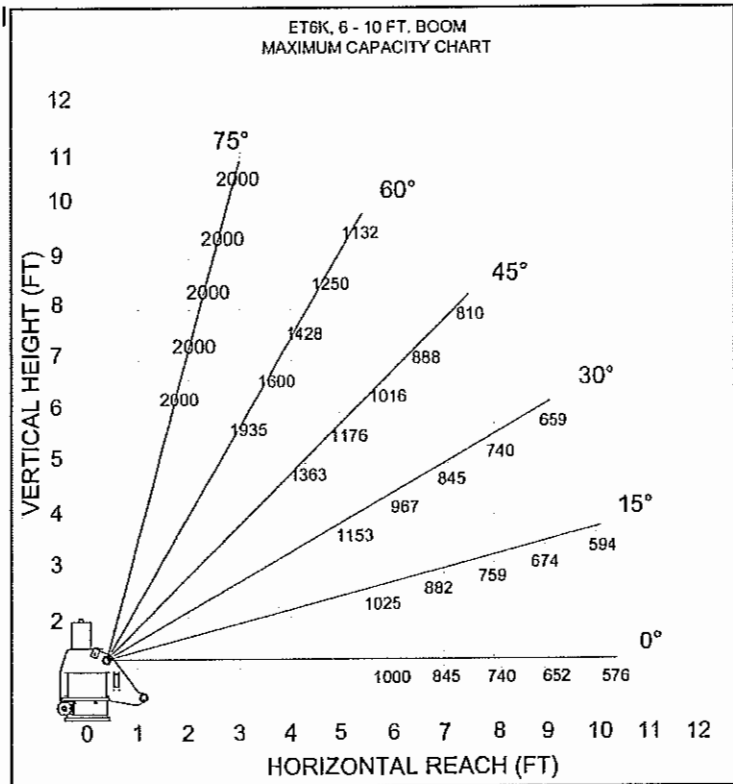
- Capacity Overload Shut-Off System
- Anti-Two-Blocking System
- 50 FT of 3/16" Aircraft-Quality Wire Rope
- Remote Control Pendant: 20 FT Cord and Quick Disconnect
- Load Block with Swivel Hook Safety Latch
- Master Disconnect Switch
- Battery Cable: 25 FT, 4-Gauge

MINIMUM REQUIREMENTS

- 8,000 LB GVWR Chassis
- Outriggers
- Electric Power Source: 12V DC

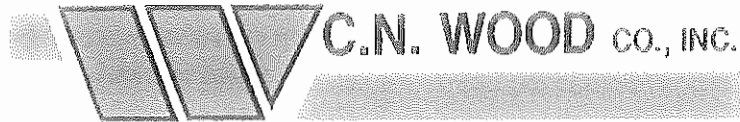
OPTIONAL EQUIPMENT

- Anti Two-Blocking Kit
- Radio Remote Controls
- Electric/Hydraulic and Manual Outrigger Packages
- Mounting Pedestal for Platform Bodies
- Boom Rests
- Cable overhaul weight



12110 Best Place | Cincinnati, Ohio 45241 | 800-226-2238 | 513-772-8446
info@venturo.com | www.venturo.com





CONTRACTOR'S EQUIPMENT

May 10, 2016

Mark Wetzel
Department of Public Works
25 Brook Street
Ayer, MA 01432

The Trackless pricing from the Mass State Contract FAC88 that you have requested for the purchase of a New Trackless is listed below. Included in the pricing is our standard machine specifications.

| | |
|----------------------------------|----------------------|
| MT Base Unit | \$115,340.00 |
| Includes A/C, Pump, Radial Tires | |
| Differential Locks | \$ 3,540.00 |
| Reversing Fan | \$ 2,620.00 |
| Forward and Reversing Switch | \$ 655.00 |
| Ribbon Snow Blower | \$ 14,065.00 |
| V-Plow 5 Position | \$ 6,015.00 |
| | <u>\$ 142,235.00</u> |

Please contact me with any questions you may have regarding the Trackless or any other equipment needs your Department may have at 781-315-2420. I look forward to working with you and the town of Ayer, MA in your purchasing process.

Thank you,

Timothy Ledogar
C.N. Wood Company

200 Merrinac Street, Woburn, MA 01801 (781) 935-1919 Fax (781) 937-9809
60 Shun Pike, Johnston, RI 02919 (401) 942-9191 Fax (401) 942-9266
102 State Road, Whately, MA 01093 (413) 665-7009 Fax (413) 665-7277

**TOWN OF AYER DEPARTMENT OF PUBLIC WORKS
BID SHEET**

Bids Due June 14, 2016 11:00 AM

2016 SURPLUS VEHICLES & EQUIPMENT

| ITEM NO. | ITEM DESCRIPTION | BID PRICE |
|----------|-------------------------------------|----------------------|
| 1 | 2010 Freightliner Cascadia | 42,800 ⁰⁰ |
| 2 | 2007 Polar Liquid transport trailer | 5,200 ⁰⁰ |

PRINT NAME: RICHARD E WALL WALL TRUCKING INC

SIGNED BY: Richard E Wall

ADDRESS: 835 HARTFORD PIKE SHREWSBURY MA 01545

TELEPHONE C- 508 958-4025

CERTIFICATION OF NON-COLLUSION

The undersigned certifies 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.

Richard E Wall Pres
(Signature of individuals submitting bid)

Date JUNE 14, 2016

WALL TRUCKING INC
(Name of business)

**TOWN OF AYER DEPARTMENT OF PUBLIC WORKS
BID SHEET**

Bids Due June 14, 2016 11:00 AM

2016 SURPLUS VEHICLES & EQUIPMENT

| ITEM NO. | ITEM DESCRIPTION | BID PRICE |
|----------|-------------------------------------|-------------|
| 1 | 2010 Freightliner Cascadia | \$30,771.79 |
| 2 | 2007 Polar Liquid transport trailer | \$10,277.29 |

PRINT NAME: Donny Pydynkowski

SIGNED BY: westside truck equipment 

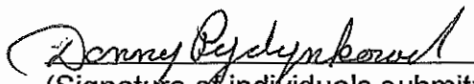
ADDRESS: 172 elm street
salisbury ma. 01952

TELEPHONE 978-462-1000
fax 978-463-3292

westsidetruckequipment@comcast.net

CERTIFICATION OF NON-COLLUSION

The undersigned certifies 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 individuals submitting bid)

Date 6-10-16

westside truck equipment

172 elm street
salisbury ma. 01952
978-462-1000
fax 978-463-3292

westsidetruckequipment@comcast.net
(Name of business)

ATTACHMENT "A"
SCOPE OF WORK

AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF AYER, MASSACHUSETTS
AND
WORLDTECH ENGINEERING, LLC
FOR
ENGINEERING SERVICES
ASSOCIATED WITH
ESTABLISHING A COMPLETE STREETS PRIORITIZATION
AND CAPITAL IMPROVEMENT PLAN (CIP)

This AGREEMENT, made and entered into the _____ day of _____, 2016 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 Trade Center, Suite 5580, Woburn, Massachusetts 01801 (hereinafter referred to as "WORLDTECH").

WHEREAS, the TOWN desires WORLDTECH to perform professional services in connection with providing engineering services associated with establishing a Baseline Inventory and Complete Streets Prioritization Plan in accordance with MassDOT Complete Streets guidelines, and developing an associated multi-year Capital Improvement Program (CIP) to assist the TOWN in implementing projects (hereinafter referred to as the "PROJECT");

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

General

The Town of Ayer recently adopted a Complete Streets Policy and is developing a prioritized multi-year Capital Improvement Program (CIP) to meet the goals set forth in the TOWN's policy. The project objectives include:

- Engage the community in a targeted planning process
- Develop a study that identifies viable projects for construction
- Identify potential funding for projects
- Develop a phased implementation plan that will optimize the TOWN's ability to construct projects

The Scope of Services for this project is as follows:

Scope of Services

A. Establish Complete Streets Inventory Database and Mapping

1. WORLDTECH will compile existing data available from the TOWN, including GIS data, Town plans and reports, regional plans, and other related data including, but not be limited to, the following information:
 - Capital Improvement Plan
 - Network Gap Analysis (Bicycle, Pedestrian, & Transit)
 - Roadway Maintenance / Pavement Management Plan
 - Private Development Projects
 - ADA Assessments
 - Bicycle and Pedestrian Assessments
 - Local and regional Open Space Plans
2. Verify and update the TOWN's existing wheelchair ramp, crosswalk and sidewalk inventory GIS database.
3. A layer will be created to map key pedestrian / bicycle / transit generators in the TOWN. This layer is anticipated to include, at a minimum:
 - Schools
 - Commercial centers
 - Transit stations
 - Public housing
 - Parks/recreational facilities / open space
4. Determine additional data needs to be determined to support development of the Complete Streets Project Prioritization Plan. Provide methodology used to gather this data.
5. Compile existing documentation from the TOWN including, but not limited to, existing reports, studies, capital plans, asset management data, maintenance plans, and other available information to aid in the identification of projects for consideration.
6. Prepare GIS maps showing existing pedestrian, bicycle, transit routes in town and connecting to adjacent towns and gaps in transit network

B. Field Inspection Program

1. WORLDTECH will field verify the location and condition of sidewalks, bicycle routes, crosswalks and related infrastructure to ensure the inventory is up to date.
2. A GIS layer will be created to inventory wheelchair ramps and assess their condition and compliance with ADA. Based on a review of the TOWN's existing GIS Intersections layer, it is estimated that the TOWN has approximately 255 ramp

locations. GIS attributes related to location, condition, dimensions, slope, obstructions and ADA compliance will be collected.

3. A layer will be created to inventory marked crosswalks and assess their condition and compliance with ADA and the MUTCD. GIS attribute fields will include location, dimensions, type, markings, traffic control/ signage, condition, obstructions, MUTCD compliance.
4. Locations of transit network gaps and obstacle to implementing Complete Streets concepts at the locations.

C. Evaluation and Recommendations Report

1. Identify potential Complete Streets projects considering network gaps, pedestrian generators, roadway improvement projects, capital plans, private developments, stakeholder input and other related projects.
2. Develop evaluation criteria for project selection and project prioritization including costs and potential funding sources.
3. Evaluate and rank each potential project based on the criteria developed in C.2. Preliminary project cost estimates will be prepared as well as an estimate of the construction duration for each potential project listed in the plan.
4. Prepare a Complete Streets Project Prioritization Plan Project Prioritization Plan utilizing MassDOT's template that identifies at a minimum a **5-year prioritization plan** with up to at a minimum **15 potential projects** that focus on addressing the following Complete Street's needs:
 - Safety: Addresses high crash locations, reduces vehicular speeds, etc.
 - ADA accessibility: wheelchair ramps added, etc.
 - Pedestrian safety or mobility: New/improved crosswalks, sidewalks/paths, pedestrian signals, etc.
 - Bicycle safety or mobility: New bike lanes, wider shoulders, signal accommodation, bicycle parking, etc.
 - Transit operations and access: Enhanced stop amenities, queue jump lanes, stop consolidation, etc.
 - Vehicular operations
 - Freight operations
5. Consistent with the MassDOT Complete Streets Prioritization Plan template, the Complete Streets Prioritization Plan will include:
 - Preparation of preliminary project estimates to assist with programming construction funds.
 - Preparation of estimated construction duration/schedules to assist with identifying Projects that can meet fiscal year deadlines.

6. The final deliverables for this task will include a bound report that summarizes the findings of the program and proposed prioritization plan. Up to three (3) bound copies of the final report will be provided to the TOWN. Ramp inventory data will be provided in Microsoft Access personal geodatabase (MDB) and ArcMap GIS project file (MXD) formats so the TOWN can periodically update them once the work is accepted.
7. WorldTech will provide an accessible electronic copy of the Prioritization Plan.

D. Stakeholder Involvement and Public Workshops

1. WORLDTECH will meet with stakeholders, including TOWN committees and working groups, to identify community needs and to establish the goals of the Complete Streets Prioritization Plan.
2. Attendance at four (4) internal workshops with Town departments to identify needs and priorities. Workshops will be held with Town of Ayer Department of Public Works, Planning Board, Parks Department, Open Space and Recreation Plan Committee, Planning Board and the Police Department.
3. Attendance at three (3) public workshops is anticipated as follows:
 - a. One (1) public workshop prior to beginning the Field Inspection Program. WORLDTECH and the TOWN will present existing baseline data previously collected. Community input will be solicited to identify the TOWN's primary needs and to identify key multi-modal transportation generators not included in Section A.
 - b. A second public workshop will be held following completion of the Field Inspection Program described in Section B. WORLDTECH and the TOWN will present the findings of the Field Inspection Program, focusing on existing infrastructure in poor condition and/or out of compliance with applicable State and Federal standards, and on critical gaps in the pedestrian and bicycle transportation network. A list of potential projects will be presented to stakeholders, who will be asked for input on prioritization through a weighted scoring system.
 - c. A final public workshop will be held to present the draft Complete Streets Capital Improvement Plan for feedback and refinement.

E. Fee

1. The TOWN will pay WORLDTECH full compensation for the work as described in the Scope of Services the lump sum amount of **\$49,900.00**.
2. Direct expenses incurred in conjunction with the performance of the work shall include, but are not limited to, travel, reproductions, telephone, materials and supplies, shipping, delivery, and postage. Direct expenses are included in the lump sum fee.
3. 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, special equipment, 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**.

F. Miscellaneous

1. It is understood that all information that the TOWN has available relative to the project (i.e., existing plans, GIS mapping data, traffic data information, local traffic ordinance and bylaws, etc.) will be provided to WORLDTECH at no cost so that we may properly review the work.
2. Fees for services as described herein will be paid to WORLDTECH by the TOWN as the work progresses, based upon the presentation of a monthly statement for services by WORLDTECH.
3. Nothing contained herein shall obligate WORLDTECH 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.
4. Unless otherwise provided for hereinbefore, the attached "General Terms and Conditions" are incorporated herein by reference, and shall be considered a part of this Agreement.
5. At any time during the life of WORLDTECH's Agreement with the TOWN should any substance be uncovered or encountered at the site that would void or otherwise adversely impact WORLDTECH's professional liability insurance, WORLDTECH reserves the right to renegotiate the terms and conditions of this Scope of Services and WORLDTECH's Agreement with the TOWN, the fees for WORLDTECH's services, and WORLDTECH's continued involvement in the impacted PROJECT.

G. Entire Agreement

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.

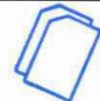
WORLDTECH ENGINEERING, LLC

ACCEPTED: TOWN OF AYER, MA

BY: _____ BY: _____
Richard J. Benevento

TITLE: President TITLE: _____

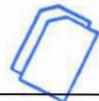
DATE: _____ DATE: _____

 **COPY**

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

BY: _____ Date _____

TITLE: _____

 **COPY**

\$ _____ PO# _____ Account # _____
Amount Certified

| | |
|--|--|
| 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: Addition of approximately 150-ft of 8-inch water main on School Street and a 6-inch fire service reconnection at the Middlesex County Courthouse (#25 East Main Street); concrete cutting at Subway Tunnel; additional time searching for existing 10" and 14" mains; additional time for Main St. water main shutdown

Attachments: Change Order 1 Summary, Drawing SK-1, Time and Materials Backup 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: _____ Ready for Final Payment: _____ days or dates |
| [Increase] [Decrease] from previously approved Change Orders No. __ to No. __: \$ <u>0</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>1,079,576.50</u> | Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates |
| [Increase] [Decrease] of this Change Order: \$ <u>33,807.22</u> | [Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates |
| Contract Price incorporating this Change Order: \$ <u>1,113,383.72</u> | Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates |

| | | |
|--|--|--|
| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
| By: <u>[Signature]</u> Engineer (if required) | By: <u>[Signature]</u> Owner (Authorized Signature) | By: _____ Contractor (Authorized Signature) |
| Title: <u>Project Manager</u> | Title: _____ | Title: _____ |
| Date: <u>6/14/2016</u> | Date: _____ | Date: _____ |

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

East Main Street Water and Sewer Improvements
Ayer, MA
Change Order No. 1 cost summary

| <i>Description</i> | <i>Cost</i> |
|---|---------------------|
| School Street Water Main/courthouse tie-in | \$ 18,450.00 |
| Concrete cutting at subway tunnel | \$ 2,822.82 |
| Additional time searching for 14" water main | \$ 3,133.60 |
| Additional time searching for 10" water main | \$ 3,133.60 |
| Additional time for Main Street water main shutdown | \$ 6,267.20 |
| TOTAL | \$ 33,807.22 |

Previous Contract Price \$ 1,079,576.50
New Contract Price \$ 1,113,383.72

EAST MAIN STREET

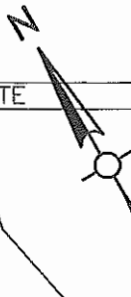
16"W DI

GRASS
CONC SW

CB
R=245.60'
I1=240.80' 8"RCP

12"APPLE

21"MAPLE
SMH #21
R=246.09'
I=237.55'



CONCRETE

10"D VC
12"D
2"G PL (2011)

16"x16"x8" TEE
8" GATE VALVE

4"G PL (2011)
8"W CI

GAS ABANDONED

4"W
1935 COUNTY

#33
MAP 27 LOT 152
N/F
COUNTY OF MIDDLESEX
BK 12211 PG 346

DMH
R=245.93'
I1=241.93'
I2=244.53'
CB
R=245.6

BIT PARK

SCHOOL STREET

6"W DI

8"x8"x6" TEE
6" GATE VALVE
6" DI PIPE
6" 90° BEND
CONNECT TO 6"W DI

ABANDON 6"W DI

#25
COURTHOUSE

GRASS

CONCRETE
TOWN LAYOUT

GRASS

CONC SW

SBDH

TOWN LAYOUT

#18

CBX

PROSPECT STREET

8" GATE VALVE
8" MJ PLUG



SCALE: 1"=20'

CONC SW

SK-1

1 Labor

| Qty | Rate/Hr | Hours | Total |
|-------------------------|---------|-------|------------|
| 1 Operator/Supervisor | \$71.00 | 4 = | \$284.00 |
| 1 Operator | \$68.63 | 4 = | \$274.52 |
| 1 Operator/Truck Driver | \$68.63 | 4 = | \$274.52 |
| 2 Laborers | \$51.25 | 4 = | \$410.00 |
| | | = | \$0.00 |
| | | = | \$0.00 |
| | | = | \$0.00 |
| | | = | \$0.00 |
| Total | | | \$1,243.04 |

3 Materials and Freight

| Qty | Cost/Unit | Unit | Total |
|-------|-----------|------|--------|
| | | = | \$0.00 |
| | | = | \$0.00 |
| | | = | \$0.00 |
| | | = | \$0.00 |
| | | = | \$0.00 |
| Total | | | \$0.00 |

4 Equipment

| Qty | Rate/Hr | Hours | Total |
|---------------------------------|-----------|-------|----------|
| Qty | Cost/Unit | Unit | Total |
| 1 Komatsu PC-60 Excavator | \$68.00 | 4 = | \$272.00 |
| 1 Komatsu W180 Loader | \$60.00 | 4 = | \$240.00 |
| 1 Mack 10 Wheel Dump Truck | \$19.00 | 4 = | \$76.00 |
| 1 Cat 277 Skid Steer | \$35.00 | 4 = | \$140.00 |
| 1 2014 1 Ton Ford Utility Truck | \$12.00 | 4 = | \$48.00 |
| 1 2012 F750 Ford Utility Truck | \$16.00 | 4 = | \$64.00 |
| | | | |
| Total | | | \$840.00 |

1 Labor

| Qty | Rate/Hr | Hours | Total |
|---------------------------|---------|-------|------------|
| 1 Operator/Superintendent | \$71.00 | 8 | = \$568.00 |
| 1 Operator | \$68.63 | 8 | = \$549.04 |
| 1 Operator/Truck Driver | \$68.63 | 8 | = \$549.04 |
| 2 Laborers | \$51.25 | 8 | = \$820.00 |
| | | | = \$0.00 |
| | | | = \$0.00 |
| | | | = \$0.00 |
| | | | = \$0.00 |
| Total | | | \$2,486.08 |

3 Materials and Freight

| Qty | Cost/Unit | Unit | Total |
|-------|-----------|------|----------|
| | | | = \$0.00 |
| | | | = \$0.00 |
| | | | = \$0.00 |
| | | | = \$0.00 |
| | | | = \$0.00 |
| Total | | | \$0.00 |

4 Equipment

| Qty | Rate/Hr | Hours | Total |
|---------------------------------|-----------|-------|------------|
| Qty | Cost/Unit | Unit | Total |
| 1 Komatsu PC-60 Excavator | \$68.00 | 8 | = \$544.00 |
| 1 Komatsu W180 Loader | \$60.00 | 8 | = \$480.00 |
| 1 Mack 10 Wheel Dump Truck | \$19.00 | 8 | = \$152.00 |
| 1 Cat 277 Skid Steer | \$35.00 | 8 | = \$280.00 |
| 1 2014 1 Ton Ford Utility Truck | \$12.00 | 8 | = \$96.00 |
| 1 2012 F750 Ford Utility Truck | \$16.00 | 8 | = \$128.00 |
| | | | |
| Total | | | \$1,680.00 |

1 Labor

| Qty | Rate/Hr | Hours | Total |
|---------------------------|---------|-------|------------|
| 1 Operator/Superintendent | \$71.00 | 4 | = \$284.00 |
| 1 Operator | \$68.63 | 4 | = \$274.52 |
| 1 Operator/Truck Driver | \$68.63 | 4 | = \$274.52 |
| 2 Laborers | \$51.25 | 4 | = \$410.00 |
| | | | = \$0.00 |
| | | | = \$0.00 |
| | | | = \$0.00 |
| | | | = \$0.00 |
| Total | | | \$1,243.04 |

3 Materials and Freight

| Qty | Cost/Unit | Unit | Total |
|-------|-----------|------|----------|
| | | | = \$0.00 |
| | | | = \$0.00 |
| | | | = \$0.00 |
| | | | = \$0.00 |
| | | | = \$0.00 |
| Total | | | \$0.00 |

4 Equipment

| Qty | Rate/Hr | Hours | Total |
|---------------------------------|---------|-------|------------|
| 1 Komatsu PC-60 Excavator | \$68.00 | 4 | = \$272.00 |
| 1 Komatsu W180 Loader | \$60.00 | 4 | = \$240.00 |
| 1 Mack 10 Wheel Dump Truck | \$19.00 | 4 | = \$76.00 |
| 1 Cat 277 Skid Steer | \$35.00 | 4 | = \$140.00 |
| 1 2014 1 Ton Ford Utility Truck | \$12.00 | 4 | = \$48.00 |
| 1 2012 F750 Ford Utility Truck | \$16.00 | 4 | = \$64.00 |
| | | | |
| Total | | | \$840.00 |

1 Labor

| Qty | Rate/Hr | Hours | Total |
|-------------------------|---------|-------|------------|
| 1 Operator/Supervisor | \$71.00 | 2 | = \$142.00 |
| 1 Operator | \$68.63 | | = \$0.00 |
| 1 Operator/Truck Driver | \$68.63 | | = \$0.00 |
| 2 Laborers | \$51.25 | | = \$0.00 |
| | | | = \$0.00 |
| | | | = \$0.00 |
| | | | = \$0.00 |
| | | | = \$0.00 |
| Total | | | \$142.00 |

3 Materials and Freight

| Qty | Cost/Unit | Unit | Total |
|------------------------------------|-----------|------|------------|
| 2 Steel Plates per day for 14 days | \$5.00 | Day | = \$140.00 |
| | | | = \$0.00 |
| | | | = \$0.00 |
| | | | = \$0.00 |
| | | | = \$0.00 |
| Total | | | \$140.00 |

4 Equipment

| Qty | Rate/Hr | Hours | Total |
|---------------------------------|-----------|-------|----------|
| Qty | Cost/Unit | Unit | Total |
| 1 Komatsu PC-60 Excavator | \$68.00 | | = \$0.00 |
| 1 Komatsu W180 Loader | \$60.00 | | = \$0.00 |
| 1 Mack 10 Wheel Dump Truck | \$19.00 | | = \$0.00 |
| 1 Cat 277 Skid Steer | \$35.00 | | = \$0.00 |
| 1 2014 1 Ton Ford Utility Truck | \$12.00 | | = \$0.00 |
| 1 2012 F750 Ford Utility Truck | \$16.00 | | = \$0.00 |
| | | | |
| Total | | | \$0.00 |

6 Subcontractor

| | | | |
|-------------------------------------|--|--|--------------|
| Phaneuf Concrete Cutting & Breaking | | | = \$2,400.00 |
| Total | | | \$2,400.00 |



INVOICE

Phaneuf Concrete Cutting & Breaking
P.O. Box 3142
Fayville, MA 01745
Phone: 508-481-5368
Fax 508-303-0310

INVOICE #: 6315
DATE: JUNE 3, 2016

Bill To:
Cedrone Corp.
12 Hadley St.
North Billerica, MA 01862

| P.O. Number | Job Location | City/Town | Due Date |
|--|--|------------------|-----------------|
| | Corner of Faulkner St. and Forest St. | Ayer, MA | 07/03/2016 |
| Description | | | Amount |
| Concrete Handsaw: Cut and remove: 2' high X 2.6' long X 2' wide concrete wall | | | \$2,400.00 |
| Total: | | | \$2,400.00 |

Please make all checks payable to Phaneuf Concrete Cutting & Breaking and return to the above address.

Thank you for your business.

TOWN OF AYER, MASSACHUSETTS

PURCHASE ORDER AGREEMENT

WATER METERS AND
AUTOMATIC METER READING SYSTEM

THIS PURCHASE ORDER AGREEMENT, made this 17th day of December, 2013, by and between the party of the first part, the Town of Ayer, hereinafter called "OWNER," acting herein through its Board of Selectmen, and the party of the second part, Ti-SALES, Inc., doing business as a corporation located in the Town Sudbury, and State of Massachusetts, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows:

WATER METERS AND
AUTOMATIC METER READING SYSTEM

hereinafter called the project, for the sums:

| Year | Amount |
|--------|---|
| Year 1 | One hundred and nineteen thousand, three hundred and twenty one dollars and nineteen cents (\$119,321.19) |
| Year 2 | Ninety two thousand, seven hundred and forty seven dollars and thirty five cents (\$92,747.35) |
| Year 3 | One hundred and eighteen thousand, six hundred and seventy dollars and seventy cents (\$118,670.70) |

and all extra work in connection therewith; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, equipment, tools, superintendence, labor, insurance, transportation, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the attached documents listed below therefore as prepared by Weston & Sampson Engineers, Inc.

Year 2 and Year 3 will be subject to appropriation or availability of other funds. The payment and performance obligations will be subject to appropriation or availability of other funds.

The following documents shall be considered part of this purchase order agreement and are attached:

1. "Price Proposal for Water Meters and Automatic Meter Reading System" as submitted by Ti-SALES, Inc., and dated October 24, 2013.

2. "Technical Proposal for Water Meters and Automatic Meter Reading System", as submitted by Ti-SALES, Inc., and dated October 24, 2013.
3. "Performance Bond for Water Meters and Automatic Meter Reading System", in the amount of \$119,321.19 as submitted by Ti-SALES, Inc., and dated 12/19/13.
4. "Certificate of Insurance for Water Meters and Automatic Meter Reading System", as submitted by Ti-SALES, Inc., and dated December 9, 2013.
5. "Request for Proposals for Water Meters and Automatic Meter Reading System" dated September 2013.

The Proposer hereby agrees to commence work under this contract on or before a date to be fixed in the written "Purchase Order Agreement" given by the OWNER to the CONTRACTOR and to fully complete the contract within the specified dates. The CONTRACTOR further agrees to pay as liquidated damages the sum of \$400 for each consecutive calendar day thereafter during which the material has not been delivered, as provided in the Liquidated Damages paragraph of the General Conditions for Contract.

The Contract shall effectively start at the date fixed in the "Purchase Order Agreement". The Contract shall start and conclude based on the three millstones described below.

| | <u>Start Date</u> | <u>Milestone Date</u> |
|--------------------|--------------------------------------|-----------------------|
| Milestone 1—Year 1 | Start Date fixed in "Purchase Order" | June 30, 2014 |
| Milestone 2—Year 2 | July 1, 2014 | June 30, 2015 |
| Milestone 3—Year 3 | July 1, 2015 | June 30, 2016 |

Delivery of positive displacement meters, registers, and RF modules shall be within 60 calendar days from the date of receipt of individual purchase orders. Delivery of products other than positive displacement meters, registers and AMR modules shall be within 90 calendar days from the date of receipt of individual purchase orders.

The CONTRACTOR shall not discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

The CONTRACTOR shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Agreement and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Code of

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

Town of Ayer, Massachusetts

(Owner)

By

Gay J. J. J.

12-17-2013
Date

Pauline Couley

Date
12-17-13
Date

Janice R. R.

12/17/13
Date

Date

By

Ti-SALES Incorporated

December 10, 2013

(Contractor)

Date

Louis Schoolcraft II

(Name)

Director of Sales

(Title)

36 Hudson Road

(Address)

Sudbury, MA 01776

(City and State)

Approved as to Form:

By

(Owner's Counsel)

(Name)

Town of Ayer, MA
 Water Meter and AMR System Supply
 Proposal Summary

Purchase Order Agreement December 17, 2013

| | | | | Ti Sales (Neptune) | | | | | | | |
|--------------|---|--------|--------|--------------------|--------------|--------------|-----------|--------------|-----------|---------------|---------------|
| ITEM NO. | DESCRIPTION | QUANT. | | | Year 1 | | Year 2 | | Year 3 | | TOTAL COST |
| | | Year 1 | Year 2 | Year 3 | UNIT COST | TOTAL COST | UNIT COST | TOTAL COST | UNIT COST | TOTAL COST | |
| 1 | Water Meters and Registers | | | | | | | | | | |
| 1a | 5/8" water meter with encoder register, furnished per unit | 50 | 50 | 450 | \$ 86.08 | \$4,304.00 | \$ 86.08 | \$ 4,304.00 | \$ 86.08 | \$ 38,736.00 | \$47,344 |
| 1b | 3/4" water meter with encoder register, furnished per unit | 100 | 100 | 50 | \$ 97.74 | \$9,774.00 | \$ 97.74 | \$ 9,774.00 | \$ 97.74 | \$ 4,887.00 | \$24,435 |
| 1c | 1" water meter with encoder register, furnished per unit | 5 | 5 | 10 | \$ 154.95 | \$774.75 | \$ 154.95 | \$ 774.75 | \$ 154.95 | \$ 1,549.50 | \$3,099 |
| 1d | 1 1/2" water meter with encoder register, furnished per unit | 5 | 5 | 10 | \$ 336.12 | \$1,680.60 | \$ 336.12 | \$ 1,680.60 | \$ 336.12 | \$ 3,361.20 | \$6,722 |
| 2 | Automatic Meter Reading System Hardware and Software | | | | | | | | | | |
| 2a | Radio frequency modules for positive displacement meters and turbine meters, furnished, per unit | 900 | 850 | 830 | \$ 75.32 | \$67,788.00 | \$ 75.32 | \$ 64,022.00 | \$ 75.32 | \$ 62,515.60 | \$194,326 |
| 2b | Radio frequency modules for pit meters, furnished, per unit | 10 | 10 | 1 | \$ 89.40 | \$894.00 | \$ 89.40 | \$ 894.00 | \$ 89.40 | \$ 89.40 | \$1,877 |
| 2c | Radio frequency modules for compound meters or module(s) for two meters in an irrigation and regular service meter pair, furnished, per unit | 150 | 150 | 100 | \$ 75.32 | \$11,298.00 | \$ 75.32 | \$ 11,298.00 | \$ 75.32 | \$ 7,532.00 | \$30,128 |
| 2d | Mobile collector drive-by meter reading unit with necessary appurtenances, chargins and communications equipment, furnished/installed, lump sum | 1 | | | \$ 10,021.37 | \$10,021.37 | | | | | \$10,021 |
| 2e | Hand-held meter reading units, chargin and communication equipment furnished and installaed, per unit | 2 | | | \$ 4,898.90 | \$9,797.80 | | | | | \$9,798 |
| 2f | Route-manager software and all necessary software/hardware components, furnished and installed, lump sum | 1 | | | \$ 2,988.67 | \$2,988.67 | | | | | \$2,989 |
| 2g | Furnish applicable user license for route-manager software, per unit | 1 | | | \$ - | \$0.00 | | | | | \$0 |
| 2h | Furnish all required staff and installed training on mobile RF AMR system including route-manager software, lump sum | 1 | | | \$ - | \$0.00 | | | | | \$0 |
| 2i | Furnish technical support for one year following completion of Year 1 work, on mobile RF AMR system, lump sum | 1 | | | \$ - | \$0.00 | | | | | \$0 |
| | | | | | Total | \$119,321.19 | | \$ 92,747.35 | | \$ 118,670.70 | \$ 330,739.24 |
| 3 | Change Order 1 Unit Prices | | | | | | | | | | |
| 3a | 1-1/2" Flange Kit | 1 | | | \$ 67.96 | \$67.96 | \$ 67.96 | \$0.00 | \$ 67.96 | \$0.00 | \$67.96 |
| 3b | 2" Flange Kit | 1 | | | \$ 87.84 | \$87.84 | \$ 87.84 | \$0.00 | \$ 87.84 | \$0.00 | \$87.84 |
| 3c | 2" T-10 water meter with E-coder register, furnished per unit | 1 | | | \$ 577.25 | \$577.25 | \$ 577.25 | \$0.00 | \$ 577.25 | \$0.00 | \$577.25 |
| 3d | Neptune Field Programmer | 1 | | | \$ 716.67 | \$716.67 | \$ 716.67 | \$0.00 | \$ 716.67 | \$0.00 | \$716.67 |
| 3e | Neptune Register Adapter | 1 | | | \$ 75.00 | \$75.00 | \$ 75.00 | \$0.00 | \$ 75.00 | \$0.00 | \$75.00 |
| 3f | 1-1/2" T-10 E-Coder Meter - Flanged | 1 | | | \$ 646.64 | \$646.64 | \$ 646.64 | \$0.00 | \$ 646.64 | \$0.00 | \$646.64 |
| 3g | | | | | \$ - | \$0.00 | \$ - | \$0.00 | \$ - | \$0.00 | \$0.00 |
| 3h | | | | | \$ - | \$0.00 | \$ - | \$0.00 | \$ - | \$0.00 | \$0.00 |
| TOTAL | | | | | | \$2,171.36 | | \$0.00 | | \$0.00 | \$ 332,910.60 |

Carly Antonellis

From: Lisa Gabree <lgabree@ayer.ma.us>
Sent: Monday, June 06, 2016 10:18 AM
To: Robert Pontbriand; Carly Antonellis
Subject: MUNIS ASP contract renewal
Attachments: Ayer SaaS Renewal Quote.pdf; Ayer, MA SaaS Renewal Amendment 06012016.doc

Categories: Red Category

Good morning Robert & Carly,
Attached you will find the MUNIS ASP contract renewal (both documents). As usual, it is a 3 year term of \$39,788 per year, or \$119,364 in total. Due to the dollar amount, it will need to be signed by the BoS. Please add to the 6/21/16 BoS agenda.
Thank you,
Lisa

From: Grosset, Karen [<mailto:Karen.Grosset@tylertech.com>]
Sent: Friday, June 3, 2016 2:22 PM
To: Lisa Gabree <lgabree@ayer.ma.us>
Subject: Munis Renewal

Hi Lisa – Attached is the paperwork for your SaaS hosting renewal. If you have any questions, please let me know. If not, please email back the signed amendment page when you can. Thank you! - Karen

Karen Grosset
Account Representative
Tyler Technologies, Inc.

P: 800.772.2260 ext. 4222
F: 207.781.2981
www.tylertech.com



Empowering people who serve the public*



Quoted By: Karen Grosset
 Date: 12/17/2015
 Quote Expiration: 6/14/2016
 Quote Name: Town of Ayer-ERP-SaaS Renewal
 Quote Number: 2015-16949
 Quote Description:

Sales Quotation For

Town of Ayer
 Town Hall 1 Main Street
 Ayer, Massachusetts 01432
 Phone (978) 772-8290

SaaS

| Description | Annual Fee Net | # Years | Total SaaS Fee | Impl. Days |
|--------------------------|----------------|---------|----------------|------------|
| Financials: | | | | |
| Accounting/GL/BG/AP | \$5,086.00 | 3.0 | \$15,258.00 | 0 |
| Fixed Assets | \$1,947.00 | 3.0 | \$5,841.00 | 0 |
| Payroll/HR: | | | | |
| HR Management | \$3,406.00 | 3.0 | \$10,218.00 | 0 |
| Payroll | \$5,130.00 | 3.0 | \$15,390.00 | 0 |
| Revenue: | | | | |
| Accounts Receivable | \$1,702.00 | 3.0 | \$5,106.00 | 0 |
| MA Tax Title | \$2,379.00 | 3.0 | \$7,137.00 | 0 |
| Motor Vehicle Excise Tax | \$2,487.00 | 3.0 | \$7,461.00 | 0 |
| Tax Billing | \$5,949.00 | 3.0 | \$17,847.00 | 0 |
| Productivity: | | | | |
| Citizen Self Service | \$1,702.00 | 3.0 | \$5,106.00 | 0 |

Other:



| | | | | | |
|-----------------------|---------------|--------------------|-----|---------------------|----------|
| Concurrent Users (10) | | \$10,000.00 | 3.0 | \$30,000.00 | 0 |
| | TOTAL: | \$39,788.00 | | \$119,364.00 | 0 |

| Summary | One Time Fees | Recurring Fees |
|---|----------------------|-----------------------|
| Total SaaS | \$0.00 | \$39,788.00 |
| Total Tyler Software | \$0.00 | \$0.00 |
| Total Tyler Services | \$0.00 | \$0.00 |
| Total 3rd Party Hardware, Software and Services | \$0.00 | \$0.00 |
| Summary Total | \$0.00 | \$39,788.00 |
| Contract Total | \$119,364.00 | |

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

COPY

COPY

Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

The SaaS fees are based on 10 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.



AMENDMENT TO APPLICATION SERVICE PROVIDER AGREEMENT

This amendment ("Amendment") is made the _____ day of _____, 2016 between Tyler Technologies, Inc., with offices at 1 Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Town of Ayer, with offices at Town Hall, 1 Main Street, Ayer, Massachusetts 01432 ("Client").

WHEREAS, Tyler and the Client are parties to the Application Service Provider Agreement dated August 6, 2013 ("Agreement"); and

WHEREAS, the Term of the Agreement expires September 30, 2016;

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and the Client agree as follows.

1. SaaS Term. The term of the Agreement is hereby renewed for a three (3) year term commencing on October 1, 2016 and expiring on September 30, 2019 ("Term"). After September 30, 2019, the Term will renew automatically for additional one (1) year terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. We will provide you notice of any increase in SaaS Fees no less than ninety (90) days prior to the commencement of the renewal term.
2. SaaS Fees. SaaS Fees, as detailed in the attached Sales Quotation, for year one (\$39,788) are invoiced quarterly in advance (quarterly amount is \$9,947), beginning on the Term commencement date. Subsequent annual SaaS Fees are invoiced quarterly in advance, beginning on the anniversary of the initial invoice date.
3. Concurrent Users. The SaaS fees are based on ten (10) concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.

Town of Ayer

By: _____

By: _____

Name: _____


Name: _____


Title: _____

Title: _____

Date: _____

Date: _____

 **COPY**

 **COPY**

Town of Ayer
CONSERVATION COMMISSION

Town Hall ♦ One Main Street ♦ Ayer, MA 01432
Phone 978-772-8249 ♦ Fax 978-772-8208

RECEIVED
JUN 17 2016



TOWN OF AYER
SELECTMEN'S OFFICE

6.17.2016

Members of the Board,

As you may recall, the Conservation Commission underwent a shift in staff in August, resulting in a higher degree of attention being paid to outstanding and long term issues. Rather than reducing the backlog of problems, it has been discovered that many of these seemingly simple resolutions are anything but. A handful of examples:

- Mountain Laurel Rd: The town failed in its responsibilities to complete a Conservation Restriction in 2008. In attempting to satisfy State requirements, it was discovered that existing documents were incompatible with each other, what the Town had agreed to was unenforceable, and a lack of oversight on our part was responsible for the state of affairs. The State is currently attempting to reconcile these inconsistencies.
- Wright Road: Very similar to the above case, with differing details.
- The current wetlands bylaw is essentially unenforceable, and Conservation Commission authority to levy penalties is contained elsewhere in the bylaws (LIII). Town Counsel is not comfortable with these remaining as they are.

Additionally, the current staff is working to:

- Catalog and database all past permits, with an eye towards tracking projects geospatially.
- Give the required permanent storage of records long overdue attention.
- Make sure that the office is a resource for residents, rather than a regulatory hurdle.
- The Order of Conditions boilerplate for all projects has been improved, ensuring a greater degree of certainty that accidental and/or intentional impairment of the town's vital natural resources will not take place.

Based on the challenge and time involved in filling the role last year, we the Commission feel unable to effectively compete with other towns for an equally qualified individual, should our current administrator need to move on. Our dedicated clerk Jessica Gugino was able to fill the gap between administrators, and has expressed an unwillingness to do so again, for both personal and professional reasons. With the development pressures facing Ayer, and the Master Planning process in its infancy, we need a strong voice speaking for the natural resource protection within Town Hall. We therefore are asking you to help protect our town by promoting the Conservation Administrator to a full time position.

Thank you,

Bill Daniels, Chair

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: June 17, 2016

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: Town Administrator's Report for the June 21, 2016 Ayer Board of Selectmen's Meeting

Dear Honorable Selectmen,

I am pleased to submit the following Town Administrator's Report for your June 21, 2016 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 projects, initiatives and updates of the Administration since the June 7, 2016 Board Meeting. Additionally I will offer a brief update on the Depot Square Access Property and Advocates Building as well as the overall Commuter Rail Surface Parking Lot and Access Improvement project.

Chapter 61 Nashua Street Extension Update:

- I will offer a brief update on the Chapter 61 Nashua Street Extension process. The Town has received a mutually agreed to extension of July 15, 2016 to provide the Town's appraisal of the property to the property owner. The Town has hired the appraiser and the appraisal is underway. The Board has also received a formal letter regarding this matter from the CPC Committee as well as a previous letter at your June 7, 2016 Meeting from the Open Space and Recreation Committee. In addition to the update, the Board should discuss next steps in the process.

Appointments Part 2 of 2:

- Attached are the following annual appointments and re-appointments for your consideration of approval (See Attached).

UDAG Planning Board Support Vote Amendment:

- As the Board is aware, on October 20, 2015 at the request of the Planning Board for some administrative support the Board voted to authorize up to \$5,000 from the UDAG Account for a current AFSCME 93 member for 5 hours a week through June 30, 2016 (See Attached).
- I am respectfully requesting that the Board vote to amend this motion to change the amount of time from 5 hours a week to 5 hours a month and to remove the expiration date of June 30, 2016 so that the Planning Board may use the remaining balance of the funds for administrative support for the taking of meeting minutes and administrative support at their meetings (generally once a month). Once the funds are completely used, the issue of administrative support for Planning Board Meetings will be revisited. This is at a cost savings to the Town because the alternative would be to pay the full-time Administrative Coordinator a higher overtime rate to provide the administrative support at Planning Board Meetings (including the taking of the minutes).

Thank you

Attachment

June 21, 2016 BOS Appointments (Part 2 of 2) *Part 1 took place June 7, 2016*

| Board / Committee | Term Label | Length of Term | Current Member | Expiration Date |
|---|------------|----------------|----------------------|-----------------|
| 5 Year Terms - Terms to expire June 30, 2021 | | | | |
| INDUSTRIAL DEVELOPMENT FINANCE AUTHORITY | SEAT 4 | 5 Years | Francis P. Callahan | Jun 30, 2016 |
| 3 Year Terms - Terms to expire June 30, 2019 | | | | |
| CONSERVATION COMMISSION | SEAT 4 | 3 Years | William R. Daniels | Jun 30, 2016 |
| CULTURAL COUNCIL | SEAT 8 | 3 Years | Deborah A. Kay | Jun 30, 2016 |
| RECYCLING COMMITTEE | SEAT 5 | 3 Years | Janice Goodrow | Jun 30, 2016 |
| 1 Year Terms - Terms to expire June 30, 2017 | | | | |
| MART ADVISORY BOARD | | 1 Year | Robert A. Pontbriand | Jun 30, 2016 |

agston recused herself from taking the next vote.

Motion: A motion was made by G. Luca and seconded by C. Hillman to appoint Mr. Sam Goodwin to the Personnel Board to fill a vacated term expiring on June 30, 2016. **Motion passed 2-0.**

Planning Board Administrative Support Proposal – R. Pontbriand presented his proposal to address the request from the Planning Board for administrative support. He has been in contact with the Union and they have agreed to providing 5 hours a week from a current AFSCME 93 member until June 30, 2016. The scope of the work will include, but not be limited to: posting agendas, coordinating meeting packets, transcribing Planning Board minutes, and answering basic questions from the public. The funding, not to exceed \$5,000, would come from the UDAG account with a replenishment mechanism at the 2016 Annual Town Meeting. The larger issue of a land use department will be addressed through the FY'17 budget process.

G. Luca cautioned against the UDAG account being used as a piggy bank, but would support it under these circumstances.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the Town Administrator's Proposal dated October 16, 2015 for Planning Board administrative support from a current AFSCME 93 member for 5 hours a week through June 30, 2016, cost not to exceed \$5,000. **Motion passed 3-0.**

Request for change in Sunday Hours, Nashoba Club, 14 Central Ave. – Mr. Robert Rakip has requested a change in hours for Sunday alcohol license sales from 12:00 PM to 10:00 AM pursuant to MGL c. 138 sec.33B.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the request to change Sunday hours for alcohol sales at the Nashoba Club to 10:00 AM, pursuant to Massachusetts General Laws, c. 138, sec.33B. **Motion passed 3-0.**

Draft Affordable Care Act (ACA) Look Back Policy – Benefits and Payroll Manager Kevin Johnston presented the Board with a DRAFT policy relating to the look back policy, pursuant to the Affordable Care Act. The policy as presented defines a measurement window of twelve months.

Motion: A motion was made by C. Hillman and seconded by G. Luca to approve the policy as presented by the Benefits and Payroll Manager effective immediately. **Motion passed 3-0.**

R. Pontbriand suggested moving to the next agenda item being that the time was 7:40 PM.

Discussion of Audit Management Letter: Town Account Lisa Gabree was joined by Mr. James Giusti from Giusti, Hingston and Company. Mr. Giusti went over the details of the management letter; specifically the Tax Collector's Depository Bank Account, Cyber Security, Payroll Procedures at the Ayer Public Library, GASB 68 – Accounting and Financial Reporting for Pensions; Health Insurance for Retirees; Non-Sufficient Funds Checks and proposed legislation on pension reform. Mr. Giusti recommends that the Treasurer put in place a Non-Sufficient Funds Checks policy.

C. Hillman expressed interest in having the library administration come before the Selectmen at the November 3, 2015 meeting to discuss the payroll procedures issue referenced in the Management Letter.

L. Gabree stated that the current contract for services with Giusti, Hingston and Company has expired. She is recommending that a three (3) year contract be awarded to Giusti, Hingston and Company for auditing services in the amount of \$22,000 per year.

Town of Ayer

Board of Selectmen

Meeting Minutes for June 7, 2016

Attendance: Gary J. Luca, Chairman
Christopher R. Hillman, Vice Chairman
Jannice L. Livingston, Clerk

Robert A. Pontbriand, Town Administrator

Call to Order: The meeting was called to order at 7pm by Chairman Luca. (C. Hillman absent)

Chairman Luca led the Pledge of Allegiance.

MOTION: A motion was made by J. Livingston and seconded by G. Luca to approve the meeting agenda. Motion passed 2-0.

[C. Hillman arrived at 7:05pm]

Recognition of Ayer/Shirley First Robotics

Students and coaches of the Ayer Shirley Regional High School FIRST Robotics Team were recognized by the BOS. A certificate was presented to the Team and a photo was taken with the BOS.

Announcements:

G. Luca announced the upcoming Public Meeting for the proposed Dog Park on June 9th at Town Hall.

Public Input:

Resident M. Spinner addressed the Board about some missing banner brackets downtown as well as the BOS developing a policy regarding lowering the flags at Town Hall whenever a Massachusetts Police Officer is killed in the line of duty. The BOS referred the banner brackets to the Town Administrator and DPW. The BOS to take the flag policy under advisement.

Approval of CORI Policy and Approval of Sexual Harassment Prevention Policy:

Sam Goodwin, Chairman of the Personnel Board and Lt. Brian Gill, Employee Representative of the Personnel Board appeared before the BOS to present a CORI and a Sexual Harassment Prevention Policy for BOS approval. They were joined by Kevin Johnston, Benefits and Payroll Manager.

S. Goodwin explained that the Personnel Board had reviewed and vetted both policies and conducted a public hearing on May 4, 2016. The Personnel Board has unanimously recommended both policies for approval by the BOS.

G. Luca asked who has the authority to conduct CORI checks in the Town.

Lt. Gill explained that there are policies in place for the Fire, Police, and Parks Department but that the proposed policy is designed to cover the rest of the Town.

K. Johnston stated that training will be a criteria for both policies.

J. Livingston asked what the plan was for the CORI policy in terms of current employees.

K. Johnston stated that the policy would be for all newly hired employees and that the Town will evaluate CORI checks for existing employees.

S. Goodwin stated that the CORI policy cannot pertain to elected officials.

MOTION: A motion was made by J. Livingston and seconded by C. Hillman to approve the CORI Policy as presented by the Personnel Board. **Motion passed 3-0.**

G. Luca asked with respect to the Sexual Harassment policy what the phrase “unlawful harassment” meant.

J. Livingston stated that based on her experience in the military, fraternization can be construed as unfair preference and/or exclusion. It all comes down to an aspect of bullying.

K. Johnston stated unlawful harassment is broad in title but detailed in scope.

Lt. Gill stated that employee training is part of the policy as well.

K. Johnston stated that he has scheduled employee training for September 13, 2016.

MOTION: A motion was made by J. Livingston and seconded by C. Hillman to approve the Sexual Harassment Prevention Policy. **Motion passed 3-0.**

Police Chief William A. Murray appeared before the Board of Selectmen for the following items:

Appointment of a full time records clerk.

MOTION: A motion was made by C. Hillman and seconded by J. Livingston to appoint Ms. Heather Sherry as the full time Records Clerk at Grade 3, Step 3 effective July 1, 2016. **Motion passed 3-0.**

Appointment of a full time Dispatcher.

MOTION: A motion was made by J. Livingston and seconded by C. Hillman to appoint Ms. Cailey McCarthy as a full-time Dispatcher at Step 2 effective July 1, 2016. **Motion passed 3-0.**

Fire Chief Robert Pedrazzi appeared before the Board of Selectmen for the following items:

Reserve Fund Transfer in the amount of \$16,161.00 for FY 2016 Year-End Firefighter Salaries.

Chief Pedrazzi explained that it is a 53 week year with not enough salaries encumbered from previous years in addition to a long term off the job injury requiring sick time use and backfill at overtime pay which has necessitated the reserve fund transfer.

MOTION: A motion was made by C. Hillman and seconded by J. Livingston to approve the Reserve Fund Transfer in the amount of \$16,161.00 as presented by the Chief. **Motion passed 3-0.**

Reserve Fund Transfer in the amount of \$1,551.88 for the Ambulance Enterprise Account.

Chief Pedrazzi explained that repairs on Ambulance 1 this fiscal year totaled \$7,695 as well as Coastal billing fees up due to more revenue. The change in EMT registration produce a need for additional classes this year at a cost of \$2,700 as well as the increase in the costs of required drugs to be stored on the ambulance have necessitated this reserve fund transfer.

MOTION: A motion was made by C. Hillman and seconded by J. Livingston to approve the Reserve Fund Transfer in the amount of \$1,551.88 as presented by the Chief. **Motion passed 3-0.**

DPW Superintendent Mark Wetzel appeared before the Board of Selectmen regarding the following items:

Complete Streets Prioritization Plan Grant

Superintendent Wetzel presented the Complete Streets Prioritization Plan Grant in the amount of \$49,758 which will be used to engage a consultant to work with a Town workgroup to prepare a detailed plan/program.

MOTION: A motion was made by C. Hillman and seconded by J. Livingston to approve the Complete Streets Prioritization Plan Grant as presented by Superintendent Wetzel. **Motion passed 3-0.**

Pleasant Street Construction Inspection Contract Amendment

Superintendent Wetzel presented a contract amendment not to exceed \$35,000 for GPR Engineering to provide engineering inspection for the Pleasant Street Reconstruction project.

MOTION: A motion was made by C. Hillman and seconded by J. Livingston to approve the Pleasant Street Construction Inspection Contract Amendment not to exceed \$35,000 to be funded from the DPW Inspection Revolving Fund as presented by the Superintendent. **Motion passed 3-0.**

Sewer Connection Fee

Superintendent Wetzel presented a revised sewer system connection fee as requested by the Board of Selectmen on April 6, 2016. The current connection fee is \$1,500 per connection. The proposed sewer system connection fee would be increased to \$4,800 per equivalent residential unit (ERU). The new rate is based on the current costs required to provide the collection system, pumping and treatment capacity for a 3-bedroom house. Based on Massachusetts Title 5, a 3-bedroom house has a sewer usage of 330 gpd usage. Connection fees will be based on the calculated usage (using Title5) with 330 gpd as the equivalent residential unit. The Water and Sewer Rate Review Committee reviewed this proposed sewer connection fee at their June 6, 2016 meeting.

G. Luca asked for further clarification as to why we would be raising the rate so much.

M. Wetzel stated that the fee was set in 2003 and has not been updated in thirteen years.

G. Luca asked for further justification for raising the rate by three times the current amount.

C. Hillman stated that it cost him \$14,000 for a septic system in Westford and that \$4,800 for sewer is a value.

M. Wetzel stated that significant improvements have been made and will be made for the system and the connection fee needs to not only cover those costs but take into account costs already bore by current users for capacity, etc.

G. Luca stated that he cannot justify raising the rate by three times its current amount.

M. Wetzel stated that he originally proposed \$2,500 but the Board on April 6, 2016 asked him to go back and review as it seemed to be too low.

J. Livingston stated that we started at \$2,500 and we asked it to be further reviewed and it was. Furthermore the calculations justify the new proposed rate of \$4,800 and it was also reviewed by the Rate Review Committee which found it to be acceptable.

C. Hillman asked for clarification that this increase would not penalize current homeowners.

M. Wetzel stated that it would not. It would be for new sewer connections.

MOTION: A motion was made by C. Hillman and seconded by J. Livingston to increase the Sewer Connection Fee from \$1,500 to \$4,800 as presented by the DPW Superintendent. **Motion passed 2-1 (G. Luca, No)**

Senior Citizen Water and Sewer Bill Discount Policy

Superintendent Wetzel presented the Senior Citizen Water and Sewer Bill Discount Policy as requested by the Board of Selectmen as a result of the Fall 2015 Special Fall Town Meeting Citizens Petition. The policy was reviewed and recommended by the Water and Sewer Rate Review Committee on June 6, 2016. The policy provides a 10% discount on the first 3000 cubic feet of a tier one residential quarterly water bill. To be eligible for the discount an applicant must be 65 years of age or older; must own the property; must occupy the property as a principal place of residence; must have a separate water meter; must be a single-family dwelling or condominium; and all taxes and water/sewer bills must be current. The Superintendent presented and reviewed the full policy and the policy application for the Board.

MOTION: A motion was made by J. Livingston and seconded by C. Hillman to approve the Senior Citizen Water and Sewer Discount Policy and Application as presented by the Superintendent. **Motion passed 3-0.**

Town Administrator's Report

Administrative Update

The Town Administrator provided a brief administrative update on various projects, initiatives and issues of the Administration since the last Board meeting on May 21, 2016.

Depot Square Update

The Town Administrator provided a brief update on the Depot Square property indicating that as of June 2, 2016 the Town of Ayer is the legal owner of the Depot Square Access Property and the Advocates Building. He has been working with Town Counsel and the Tenants to establish new lease agreements and a walk-through of the building is scheduled for June 9, 2016. The property and building are also being added to the Town's Insurance Policy. MART has issued an RFP for Design Engineer Services for the project and the property appraisals and 21 E assessments are underway. He attended a positive meeting on June 6, 2016 with the Department of Conservation and Recreation and the Division of Capital Asset Management regarding the legal transfer of the rail trail parking lot from DCR to the Town of Ayer. The project is moving forward with the next major updates to be forthcoming in about three weeks.

G. Luca recognized Ms. Beth Sudemeyer in the audience who stated that ATSAC (Ayer Train Station Advocates Committee) would like to be involved in the details of the project.

R. Pontbriand said that once a design engineer is on board, MART will commence with the public participation process which will involve the public in the design of the project.

G. Luca recognized Ms. Kathleen O'Connor who stated the importance of ATSAC being involved in the project process and to have a representative involved.

G. Luca stated that the Board agrees with the importance of public input and public involvement to the extent possible but ultimately the Board will make the final design decisions after all input is gathered. There will probably be the need for a working group with MART for which ATSAC can be represented. The Board will take all of this under advisement and consult with MART.

Chapter 61 Nashua Street Extension

The Town Administrator advised that the Town received formal notice from the property owner on May 24, 2016 regarding his intent to convert the land from Chapter 61 into residential use. Procedurally if the Town wishes to execute its right of first refusal the next step would be an appraisal of the property by the Town. The Town is up against a 30 day statutory deadline which means the appraisal must be delivered to the property owner by June 23.

G. Luca recognized resident Ms. Bonnie Tillotson who advised that there is an MLC Listing for the property at \$750,000 but this is not accurate.

G. Luca recognized resident Ms. Beth Sudeymeyer who advised that the Town would have 30 days for the appraisal but 120 days per law from May 24, 2016 to complete the whole process of right of first refusal. Additionally she advised that the property has value in terms of its walking distance to downtown, could be used for open space and recreation, could be acquired with a Land Trust, and that many of these types of lands in Town are of interest to the state. She presented a written letter to the Board regarding this property from the Open Space Committee.

The Board discussed the importance of following the Chapter 61 process and therefore an appraisal would be in order with respect to the next step of that process.

MOTION: A motion was made by J. Livingston and seconded by C. Hillman to authorize up to \$5,000 from the UDAG Unrestricted Funds for the purposes of conducting the appraisal of the Nashua Street Extension property in accordance with MGL Chapter 61. Motion passed 3-0.

Disposition of Former Fires Station

The Town Administrator advised that the underground oil tank at the property has been successfully removed and there was no contamination. He further advised that the Board should proceed with reissuing an RFP for the disposition of the property in accordance with the authority granted by Town Meeting. He further advised that he would like the Economic Development Director to take charge of the RFP process and work diligently to find a private sector buyer who will also preserve the historic significance of the property. He asked the Economic Development Director, Mr. Alan Manoian to address the Board.

Mr. Manoian addressed the Board and explained the historic significance of the building as being designed by a historically significant African American Architect who designed the Arlington Fire Station. Additionally, Mr. Manoian explained that if the property was on the historic register it would receive historic tax credits which would enable a private developer to redevelop the property while preserving its historic significance.

G. Luca stated on behalf of the Board that the Town Administrator and Mr. Manoian should proceed accordingly and keep the Board updated.
 Appointments Par 1 of 2

The Town Administrator presented the first set of annual appointments and re-appointments as presented in the Board's meeting packet and recommended that the Board authorize the appointments. He added that under the Energy Committee, the Board Representative on the Committee should be changed to a Citizen Representative as there is has been no Selectman interested in serving on the Committee for the last six years. The Board agreed to that change.

MOTION: A motion was made by J. Livingston and seconded by C. Hillman to approve the appointments and reappointments for three year terms to expire on June 30, 2019 as outlined in the Board's packet. Motion passed 3-0.

June 7, 2016 BOS Appointments (Part 1 of 2) *Part 2 to take place June 21, 2016*

3 Year Terms - Terms to expire June 30, 2019

| Board / Committee | Term Label | Length of Term | Current Member | Expiration Date |
|-------------------------------------|------------|----------------|----------------------|-----------------|
| CABLE TV ADVISORY COMMITTEE | SEAT 2 | 3 Years | Douglas R. Becker | Jun 30, 2016 |
| CABLE TV ADVISORY COMMITTEE | BOS SEAT | 3 Years | Gary J. Luca | Jun 30, 2016 |
| CONSERVATION COMMISSION | SEAT 3 | 3 Years | George D. Bacon, Jr. | Jun 30, 2016 |
| COUNCIL ON AGING BOARD OF DIRECTORS | SEAT 4 | 3 Years | Lisa E. White | Jun 30, 2016 |
| COUNCIL ON AGING BOARD OF DIRECTORS | SEAT 5 | 3 Years | Robert P. Hammond | Jun 30, 2016 |
| CULTURAL COUNCIL | SEAT 10 | 3 Years | Sheila Schwabe | Jun 30, 2016 |
| HISTORICAL COMMISSION | SEAT 5 | 3 Years | Ruth E. Rhonemus | Jun 30, 2016 |
| HISTORICAL COMMISSION | SEAT 1 | 3 Years | Barry W. Schwarzel | Jun 30, 2016 |
| PERSONNEL BOARD | SEAT 2 | 3 Years | Brian Gill | Jun 30, 2016 |
| PERSONNEL BOARD | SEAT 5 | 3 Years | Samuel A. Goodwin Jr | Jun 30, 2016 |
| POND & DAM MANAGEMENT COMMITTEE | SEAT 3 | 3 Years | Laurie Nehring | Jun 30, 2016 |
| REGISTRARS OF VOTERS | SEAT 3 | 3 Years | Pauline Hamel | Jun 30, 2016 |

1 Year Terms - Terms to expire June 30, 2017

| | | | | |
|----------------------------|----------|--------|----------------|---------|
| CAPITAL PLANNING COMMITTEE | BOARD OF | 1 Year | Christopher R. | Jun 30, |
|----------------------------|----------|--------|----------------|---------|

| | | | | |
|---|---------------------|--------|-----------------------|--------------|
| | SELECTMEN | | Hillman | 2016 |
| ENERGY COMMITTEE | BOS SEAT | 1 Year | Carolyn L. McCreary | Jun 30, 2016 |
| ENERGY COMMITTEE | TOWN ADMINISTRATOR | 1 Year | Robert A. Pontbriand | Jun 30, 2016 |
| ENERGY COMMITTEE | TOWN ACCOUNTANT | 1 Year | Lisa A. Gabree | Jun 30, 2016 |
| ENERGY COMMITTEE | DPW SUPERINTENDENT | 1 Year | Mark L. Wetzel | Jun 30, 2016 |
| ENERGY COMMITTEE | FACILITIES DIRECTOR | 1 Year | Daniel Sherman | Jun 30, 2016 |
| ENERGY COMMITTEE | PUBLIC SAFETY | 1 Year | Robert J. Pedrazzi | Jun 30, 2016 |
| ENERGY COMMITTEE | CITIZEN | 1 Year | Allan M. Wilson | Jun 30, 2016 |
| MEMORIAL GARDEN COMMITTEE | SEAT 1 | 1 Year | Janet Lewis | Jun 30, 2016 |
| MEMORIAL GARDEN COMMITTEE | SEAT 7 | 1 Year | Chuck McKinney | Jun 30, 2016 |
| MEMORIAL GARDEN COMMITTEE | SEAT 10 | 1 Year | James M. Fay | Jun 30, 2016 |
| MEMORIAL GARDEN COMMITTEE | SEAT 6 | 1 Year | Bob Eldredge | Jun 30, 2016 |
| WATER & SEWER RATE REVIEW COMMITTEE | BOS SEAT | 1 Year | Jannice L. Livingston | Jun 30, 2016 |
| WATER & SEWER RATE REVIEW COMMITTEE | SEAT 3 | 1 Year | Richard W. Skoczylas | Jun 30, 2016 |
| WATER & SEWER RATE REVIEW COMMITTEE | SEAT 5 | 1 Year | Mary E. Spinner | Jun 30, 2016 |
| ASSISTANT TAX COLLECTOR | | 1 Year | Ramona Bean | Jun 30, 2016 |
| MONTACHUSETT JOINT TRANSPORTATION COMMITTEE | | 1 Year | Pauline Hamel | Jun 30, 2016 |
| MONTACHUSETT REGIONAL PLANNING COMMISSION | ALTERNATE SEAT | 1 Year | Alan Manoian | Jun 30, 2016 |

MOTION: A motion was made by J. Livingston and seconded by C. Hillman to approve the appointment and reappointments for the one year terms to expire June 30, 2017 as outlined in the Board's packet. Motion passed 3-0.

111F Medical Payment-UDAG Authorization

The Town Administrator advised that with the 111F Police Officer medical retirement resolved, the remaining balance of medical expenses that the Town of Ayer is legally responsible for is \$55,763.04. In

consultation with the Town Accountant there is a total of \$33,166.36 remaining in the account for these expenses. With no other appropriation source available to pay the balance of \$22,596.68, he recommended that the Board authorize up to \$25,000 from the UDAG Unrestricted Funds to be used to pay this outstanding balance with funds to be reimbursed from available funds at a future Town Meeting.

MOTION: A motion was made by J. Livingston and seconded by C. Hillman to authorize the 111F Police Officer medical bills in the amount of \$55,763.04 with payment for the outstanding balance in the amount not to exceed \$25,000 to come from the Town's UDAG Unrestricted Funds with the funds to be replenished from available funds at a future Town Meeting. **Motion passed 3-0.**

Town Counsel Reserve Fund Transfer

The Town Administrator presented a reserve fund transfer in the amount of \$47,675 for the Town Counsel Legal Service Account. He explained that there were considerable unexpected legal/appraisal costs associated with the recent eminent domain taking for the Depot Square Access Property and Advocates Building. Additionally, there is only approximately \$5,000 remaining in the account as of June 3rd and the May 2016 Town Counsel bill is estimated to be \$10,000; there is a bill for \$19,675 for the eminent domain legal appraisal work; the June 2016 Town Counsel bill is estimated to be \$10,000; and there is a \$5,000 contingency requested for any unforeseen legal matters between now and July 1, 2016. This totals the reserve fund transfer request of \$47,675.

MOTION: A motion was made by C. Hillman and seconded by J. Livingston to authorize the Town Counsel Legal Services Reserve Fund Transfer in the amount of \$47,675. **Motion passed 3-0.**

Community Opportunities Group Master Plan Contract

The Town Administrator presented the Master Plan Contract in the amount of \$100,000 with Community Opportunities Group for revising and updating the Town's Master Plan. He advised that Town Meeting on May 9, 2016 authorized the \$100,000 in funding and that the contract presented to the Board was procured in accordance with MGL Chapter 30B using an RFP.

G. Luca questioned why it is so much.

R. Pontbriand explained that it is consultant driven and that this is the going rate for a Master Plan revision and update project similar to those in other communities.

C. Hillman also questioned why it is so much and if there is a less expensive alternative.

R. Pontbriand explained that this is a specialized niche and that this is the going rate for this type of project. He further added that this will be about an 18 month process and the Master Plan Committee is looking to maximize this process to put forth a comprehensive vision with an implementation plan for the next ten years for Ayer.

J. Livingston stated that as a member of the Master Plan Committee we have learned that this is the going rate for this type of project and it is consultant based with many public meetings. Furthermore we are required by state law to have an updated Master Plan.

MOTION: A motion was made by C. Hillman and seconded by J. Livingston to approve the Master Plan Contract with Community Opportunities Group in the amount of \$100,000. **Motion passed 3-0.**

New Business

G. Luca stated that the Summer Board Meeting Schedule will be June 21st; July 12th; and August 16th. However the Board will meet additionally if needed.

Approval Meeting Minutes

MOTION: A motion was made by C. Hillman and seconded by J. Livingston to approve the May 17, 2016 Meeting Minutes. **Motion passed 3-0.**

MOTION: A motion was made by C. Hillman and seconded by J. Livingston to approve the June 1, 2016 Meeting Minutes. **Motion passed 3-0.**

Executive Session

MOTION: A motion was made by C. Hillman and seconded by J. Livingston for the Board to enter into Executive Session pursuant to MGL Chapter 30A, Section 21 A, Exemption #3 for collective bargaining to hear two Step 3 Fire Union Grievances and to adjourn from Executive Session for the evening and to hold these proceedings in Executive Session could be detrimental to the Town's position. **Roll Call Vote: G. Luca, Y; C. Hillman, Y.; J. Livingston, Y. Motion passed 3-0.**

The Board of Selectmen entered Executive Session at 9:30pm.

Minutes Recorded By: Robert A. Pontbriand, Town Administrator

Date Minutes Approved by the BOS: _____

Signature of BOS Clerk, indicating approval: _____