

RECEIVED
MAR 29 2019

TOWN OF AYER
TOWN CLERK

10:50 AM
Mimi E. Opland

Town of Ayer
Board of Selectmen
Ayer Town Hall - 1st Floor Meeting Room
1 Main Street
Ayer, MA 01432



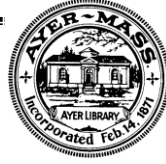
Tuesday April 2, 2019
Open Session Meeting Agenda

- 7:00 PM** **Call To Order**
Pledge of Allegiance; Review and Approve Agenda; Announcements
- Moment of Silence in Remembrance of Ernie Blasetti**
- 7:05 PM*** **Public Input**
- Supt. Mark Wetzel, Dept. of Public Works**
1. National Grid License and Assent Agreements/MacPherson Road
- 7:10 PM** **Public Hearing – FY '20 Water and Sewer Rates**
- 7: 25 PM** **Mr. Alan Manoian, Dir. Community and Economic Development**
1. Adopt a Street Program Update
2. Welcome to Ayer Sign Update
- 7:35 PM** **Town Manager's Report**
1. Administrative Update/Review of Warrant(s)
2. FY 2020 Budget Update
3. Acceptance of Historic Gifts
- 7:45 PM** **New Business/Selectmen's Questions**
- 7:50 PM** **Approval of Meeting Minutes**
March 19, 2019
- Adjournment****

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

DEPARTMENT OF PUBLIC WORKS

Mark L. Wetzel, P.E., Superintendent
Daniel Van Schalkwyk, P.E., Town Engineer



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

MEMORANDUM

Date: March 28, 2019
To: Board of Selectmen
From: Mark Wetzel, P.E. Superintendent of Public Works
Subject: **April 2, 2019 Meeting Agenda Items**

1. **License Agreement with National Grid for Wastewater Treatment Plant Electrical Service** – We are upgrading the electrical service to the wastewater treatment plant as part of the plan upgrade program. This work requires execution of several documents with National Grid.
 - Assent Agreement: New England Power assents to the installation of the distribution equipment within its transmission easement, subject to the listed conditions and receipt of the required Insurance
 - License: covers the electrical equipment to be installed until the permanent Easement is approved at town meeting

We will have a warrant article for Town Meeting to approve the permanent easement.

Attached are three (3) copies of the Assent Agreement and the License for signature by the Board.

Property Address: Off MacPherson Road, Ayer, MA (Middlesex South)

ASSENT AGREEMENT

Agreement made in triplicate this _____ day of _____, 2019, by and between **NEW ENGLAND POWER COMPANY**, a Massachusetts corporation, having a usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as "Grantor"), and the **TOWN OF AYER**, a municipal corporation having its principal place of business at 1 Main Street, Ayer, Massachusetts 01432 (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain perpetual rights and easements in, over, across, under, through, and upon certain lands in Ayer, Massachusetts, being more particularly described in that certain grant of easement from George A. Dupuis and Clodia Dupuis, dated July 8, 1918, and recorded with the Middlesex South District Registry of Deeds ("Registry") in Book 4211, Page 102 (hereinafter referred to as the "Easement"); and

WHEREAS, Grantee is the owner of a certain parcel of land in Ayer, Massachusetts, more particularly described in a deed from the United States of America, acting by and through the Secretary of Health, Education, and Welfare by the Principal Regional Official of the Department of Health, Education, and Welfare, Region I, under and pursuant to the powers and authorities contained in the Federal Property and Administrative Services Act of 1949 (63 Stat.377), as amended, the Civil Rights Act of 1964, and the regulations promulgated thereunder, and the Department of Health, Education, and Welfare Statement of Organization and Delegation of Authority, dated May 10, 1978, recorded with the Middlesex South District Registry of Deeds in Book 13524, Page 646, and a deed amendment dated April 5, 1985, recorded with said Registry of Deeds in Book 16376, Page 496 (hereinafter the "Site"), which Site is subject, in part, to the Easement; and

After recording return to: Grace Walsh National Grid 40 Sylvan Road Waltham, MA 02451-1120
--

WR# 25613731
VFM# WR-00244348-1

05 AYERMA GEN
10 AYERMA A-N6-

WHEREAS, Grantee proposes to construct, install, repair, operate, use, and maintain certain improvements and conduct certain activities (hereinafter together referred to as the "Improvements") within the Easement, all as shown on a sketch entitled: "Exhibit A"; nationalgrid; Sketch to accompany the Easement for the installation/replacement of 2-4" conduit and 3-phase padmounted transformer.; Distances are Approximate Exhibit A Not to Scale; Drawn By: Michael Fraser; Date: 1/10/2019; Actrix Drawing Number 25613731", (hereinafter referred to as the "Easement Sketch"), a copy of which Easement Sketch is in the possession of the parties and a reduced copy of the Easement Sketch is attached hereto as Exhibit A, incorporated herein by reference and made a part hereof; and

WHEREAS, Grantee has requested that Grantor assent to the construction, installation, repair, operation, use and maintenance of the Improvements within the Easement in accordance with this Assent Agreement; and

WHEREAS, the parties have reached an agreement as to the terms and conditions under which Grantor is willing to grant said assent and desire to hereby record their agreement as to such.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged under seal, the parties hereto hereby covenant and agree as follows:

1. Preamble

A. The preamble to this Assent Agreement and each recitation therein are hereby made a part of this Assent Agreement.

2. Grantor Assent

A. Grantor assents to Grantee's construction, installation, repair, operation, use and maintenance of the Improvements within the Easement subject to the conditions, covenants and agreements contained herein which are hereby acknowledged and agreed to by Grantee.

3. Improvements

A. Grantee covenants and agrees with Grantor that the Improvements shall be constructed and maintained in strict compliance with the Easement Sketch, this Assent Agreement, and in strict compliance with all applicable federal, state and municipal laws, regulations, codes and ordinances.

B. Grantee agrees to provide Grantor with a final "as built" plan, which shall be certified by a qualified licensed professional, indicating the exact location of the Improvements and all final grades within the Easement and certifying that the Improvements have been located in strict compliance with the Easement Sketch, within thirty (30) days of substantial completion of the improvements.

C. Grantor's assent to the construction, installation, repair, operation, use and maintenance of the Improvements within the Easement is granted and applies to only those Improvements shown on the Easement Sketch. Any improvements not shown on the

Easement Sketch are not authorized by Grantor to be located within the Easement by this Assent Agreement by implication or otherwise.

- D. Grantee shall immediately remove any existing improvement not assented to at Grantee's sole cost and expense.
- E. Grantee agrees that all utilities, except as otherwise shown on the Easement Sketch, shall be: (i) located within the driveway or roadway layout (if applicable); and (ii) installed within underground conduits.

4. Applicable Laws

- A. Grantee covenants and agrees with Grantor that Grantee and its agents, employees, licensees, contractors and invitees shall comply with all applicable provisions of federal, state, and municipal laws, regulations, codes, rules, statutes and ordinances, and any successor laws, regulations, codes, rules, statutes and ordinances thereto, which regulate activities within the Easement including, without limitation, those listed in Section 5 below (collectively, "Applicable Laws"). If any provision of this Assent Agreement is less restrictive than the Applicable Laws, then Grantee shall comply with the more restrictive Applicable Laws.

5. Compliance and Safety

- A. Grantee covenants and agrees with Grantor that Grantee and its agents, employees, licensees, contractors and invitees shall take all necessary precautions for the safety of their respective agents, employees, licensees, contractors and invitees, within or with respect to the Easement and shall at all times comply with all Applicable Laws and, specifically, without limitation, to prevent accidents or injury to persons and property on, about or adjacent to the Easement, and without limiting the generality of the foregoing, but specifically including:
 - (i). National Electrical Safety Code, Installation and Maintenance of Electric Transmission Lines (220 CMR 125.00);
 - (ii). MGL Chapter 166, Section 21A, "Coming into close proximity to high voltage lines" except that the required clearance of six (6) feet is insufficient. Instead, the minimum clearance allowed by OSHA shall be maintained; and
 - (iii). OSHA regulations governing working clearances from energized lines, including without limitation, OSHA Standard 29 CFR 1926, Subpart CC, and 29 CFR 1926.1501, which, although specific to equipment that can hoist, lower, and horizontally move a suspended load, such as, but not limited to cranes, backhoes, excavators, forklifts, pile drivers and drill-rigs, shall apply as the minimum clearance from energized lines for all vehicles and equipment used by Grantee within the Easement, unless a more restrictive standard applies, in which instance Grantee shall comply with the more restrictive standards for working clearances from energized lines.
- B. Grantee covenants and agrees with Grantor that all vehicles and equipment, including, without limitation, all fencing and all sections of steel guardrail, will at all times be adequately grounded at Grantee's sole cost and expense in accordance with all Applicable Laws, including, without limitation, IEEE Standard 80.

6. Protection of Transmission Line Facilities

A. Grantee shall, at all times, protect Grantor's facilities and structures from damage. In addition to compliance with all Applicable Laws, Grantee shall comply with the following:

- (i). Grantee covenants and agrees with Grantor that Grantee shall not conduct any work or operate any equipment or vehicles within fifty feet (50') horizontally of any of Grantor's structures or facilities within the Easement and at least fifty feet (50') feet horizontally away from any transmission line pole, tower, guy wire, or guy anchor, except as otherwise shown on the Easement Sketch;
- (ii). When making a rough cut during excavation, Grantee shall disturb no earth within an area bounded by a line drawn twenty-five feet (25') feet plus 2.5 times the depth of the cut from the nearest transmission line pole, tower leg, guy wire, or guy anchor, but not less than fifty feet (50'), except as otherwise shown on the Easement Sketch. Upon completion of the rough cut, the slopes of the bank shall be graded on a slope no steeper than a ratio of one vertical to five horizontal and stabilized with vegetation or rip-rap. The top of the slope shall be at least fifty feet (50') from the nearest pole, tower leg, guy wire, or guy anchor, except as otherwise shown on the Easement Sketch;
- (iii). Grantee shall not store or use explosives within the Easement;
- (iv). Grantee shall not store, stockpile or dispose of snow, construction materials or debris, excavated soils, vehicles or other trash of any kind within the Easement;
- (v). No oil, hazardous wastes or other substances shall be stored or disposed of within the Easement;
- (vi). Grantee shall not unload or load vehicles or equipment on the Easement;
- (vii). Grantee shall not place above or below ground structures on the Easement, including, but not limited to, streetlights, signs, dumpsters, sheds, fences, septic systems, retention or detention ponds or basins, and swimming pools, except as otherwise shown on the Easement Sketch;
- (viii). Grantee shall not use the Easement as a staging or marshalling yard for contractors, employees, equipment or materials; and
- (ix). Grantee shall not use the Easement to park or store vehicles of any kind, including but not limited to, automobiles, trucks, construction vehicles and equipment, all-terrain vehicles (ATV's), four-wheel vehicles, trailer, storage container, or boats, except as otherwise shown on the Easement Sketch.
- (x). Grantee shall locate all ground wires buried in areas to be excavated and shall protect them against damage.
- (xi). Grantee shall ensure that Improvements do not continuously occupy more than one hundred feet (100') along any line drawn longitudinally along the Easement, except as otherwise shown on the Easement Sketch.

7. Access to Easement and Right-of-way

A. Grantee covenants and agrees that Grantee shall ensure that Grantor shall have, at all times, access to the Easement, its facilities and structures located on the Easement and Grantee, its agents, employees, licensees, contractors and invitees shall not interfere with, block or impede Grantor's access to or along the Easement or its facilities and

structures. Grantee further agrees that Grantor may, to the extent reasonably necessary, utilize any Improvements depicted as roads or trails as shown on the Easement Sketch to access its Easement.

- B. Grantee covenants and agrees not to damage roads or trails used by Grantor to gain access to or along the Easement. Grantee further covenants and agrees with Grantor, that Grantee shall, at its sole cost and expense, construct, install, maintain and repair the Improvements depicted as roads or trails within the Easement as shown on the Easement Sketch.
- C. If Grantor's access to or along the Easement is blocked or obstructed in any manner, including, without limitation, by trucks, truck trailers, automobiles, equipment or construction materials parked or stored thereon ("Obstruction"), Grantee covenants and agrees to immediately remove the Obstruction at Grantee's sole cost and expense. If Grantee fails to remove any Obstruction, Grantor may remove the same without any notice to Grantee and without any liability to Grantor. Grantee shall reimburse Grantor for any and all indirect and direct costs associated therewith upon demand.

8. Preservation of Rights and Future Use

- A. Grantee covenants and agrees with Grantor that the construction, installation, repair, operation, use and maintenance of the Improvements pursuant to this Assent Agreement shall be subject to the Easement and shall not be deemed or construed as an abandonment or release of any of the Grantor's rights and easements. Grantor specifically reserves said rights and easements, including, by way of example and without limitation, the rights to clear and keep cleared the Easement of all vegetation, obstructions and structures, to pass and repass with vehicles and equipment, to reconstruct, maintain, operate, repair, renew, replace, add to and otherwise change any lines, structures, guys, anchors or other facilities to meet the needs of its business, as deemed appropriate by Grantor in its sole discretion, to place future structures and facilities or relocate existing structures and facilities anywhere within the Easement, and to enter upon the Easement for all the above purposes.
- B. Grantee covenants and agrees that Grantee and its employees, agents, licensees and contractors will not hinder or interfere with any of the rights and easements reserved by Grantor herein.
- C. Grantor reserves the right to determine any area(s) where future improvements will not be permitted due to its need for these area(s) for its future facilities. This includes the bisector of angles in the right-of-way and generally includes areas adjacent to existing structures.
- D. The rights and interests conferred upon Grantee by this Assent Agreement are subject to any existing rights, restrictions, easements, agreements, encumbrances or covenants affecting the Easement.

9. Protection of Interests

- A. Grantor shall not be held liable for any damage to the Grantee's improvements and/or activities within the Easement when such damage is the result of construction, maintenance, or operation or other use of Grantor's existing or future facilities.

G. Other Conditions

A. Existing underground electrical cable to be cut and capped and abandoned in place.

11. Grade

A. Grantee covenants and agrees with Grantor that Grantee shall not make any changes in the existing grade of the Easement, except as shown on the Easement Sketch.

12. Vegetation

A. Grantee covenants and agrees with Grantor that the mature height of any vegetation shall not exceed eight feet (8'), if vegetation is shown on the Easement Sketch.

13. Approvals

A. Grantee covenants and agrees with Grantor that it is Grantee's sole responsibility to obtain all permits, easements, licenses, agreements and any other property interests needed by Grantee to construct, install, maintain, repair, operate and use the Improvements within the Easement.

14. Indemnification

A. Grantee covenants and agrees with Grantor to pay, protect, defend, indemnify and save harmless Grantor, its parent corporation, affiliates, officers, agents, employees and their successors and assigns, from and against any and all liabilities, damages, costs, expenses (including any and all attorneys' fees and expenses of Grantor), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from the rights reserved by Grantor herein or the exercise of this Assent Agreement and (i) any work, act or omission to act done in, on or about the Easement or any part thereof, by or on behalf of or any person claiming under Grantee, or the employees, agents, tenants, contractors, licensees, invitees or visitors of Grantee, or any such person; (ii) injury to, or the death of, persons or damage to property on the Easement, or upon adjoining property or in any way growing out of or connected with the use, non-use, condition, possession, operation, maintenance, repair, or management of the Improvements within the Easement; (iii) any breach of the covenants, warranties and representations made herein; or (iv) any violation of any agreement or condition of this Assent Agreement or of any Applicable Laws, or other requirements affecting the Easement, or the facilities, or the ownership, occupancy or use thereof. The foregoing indemnification shall not include injury or damage directly caused by the gross negligence or willful misconduct of the Grantor. The provisions of this paragraph shall survive the termination or release of this Assent Agreement.

15. Insurance

A. Grantee shall provide to Grantor, prior to exercise of rights hereby granted, and keep in force during the term of this Agreement, unless waived in writing by Grantor, a general Public Liability insurance policy which shall include contractual coverage. Such policy(ies) shall be written and contain language and policy limits to be approved by Grantor.

- B. Grantee acknowledges and understands that electrostatic currents (“Currents”) may occur in proximity to electric transmission lines under certain circumstances. Although people may experience annoying shocks due to these Currents when touching conductive objects, the Grantor is not able to eliminate the Currents. The steady-state current due to these electrostatic effects is within the limits established by the National Electrical Safety Code.

10. Additional Conditions

- A. Grantee shall mark all pipelines, cables, or other underground facilities installed by Grantee by (i) providing warning tape in the trench for all and tracer cable for non-metallic pipes or conduits when located within the Easement; and (ii) installing suitable three-sided markers (specifications will be provided to Grantee, upon request), extending a minimum of three (3’) feet above ground, at the point of entrance, at each change of direction (point of intersection), and at the point of exit to the right-of-way; and all such warning tape, tracer cable and markers shall be shown on the Easement Sketch.
- B. Grantee shall notify Grantor of any survey monument, marker or stake that has become dislodged, lost or misplaced during installation of Grantee’s facilities. Grantor will resurvey the Easement and replace any such survey monument. Resurvey expense shall be reimbursed by Grantee to Grantor.
- C. In the event Grantor determines that injury or damage to, or interference with, its facilities or structures may occur as a result of loss of metal from Grantee’s or a third party’s facilities due to corrosion or electrolysis caused or hastened by the installation of Grantee’s facilities or by Grantee’s activities, Grantor may require the following protective measures to be taken by Grantee:
 - (i). Grantee shall cover said facilities and shall install and maintain cathodic protection devices, all subject to prior approval of Grantor;
 - (ii). Grantee shall keep accurate records of each such cathodic protection device, furnish Grantor with a copy of such records; and
 - (iii). Grantee shall from time to time take such other and further protective measures as Grantor may require.
- D. Grantee shall install, maintain and provide adequate drainage facilities so that there will not be a collecting or pooling of surface or run-off waters upon the Easement or Property resulting from the installation, construction, maintenance and operation of Grantee’s Improvements and use.
- E. Grantee shall ensure that all underground utilities, pipes, conduits, and all proposed bituminous and/or concrete drive surfaces and underground utilities shall be designed and constructed to minimally withstand and meet AASHTO Standard Specifications for Bridges and Highways HS-25 highway class design criteria for vehicular loading when located within the Easement, unless increased load requirements are specified herein.
- F. Grantee is hereby notified that other underground physical occupations of the subject Easement may exist that do not appear upon the attached Easement Sketch and/or maps and property records maintained by Grantor. Accordingly, Grantee is cautioned to excavate carefully and comply with all Applicable Laws with respect thereto.

- B. The type of policy, nature of special endorsements, if any, and amount of coverage shall be as set forth in Exhibit "B", Insurance Requirements for Real Estate Agreements.

16. Expenses

- A. Grantee covenants and agrees to pay to Grantor on demand any and all costs incurred by Grantor which, in the sole discretion of Grantor, are necessitated by or related to Grantee's exercise of this Assent Agreement, including but not limited to any and all costs for repairs of, or modifications to, any structures, guys, anchors, grounds, counterpoises (buried ground wires), culverts, access roads or any other facility, structure or equipment located in the Easement.

17. Notice Delivery

- A. All notices required or permitted under this Assent Agreement shall be in writing and either delivered in hand or mailed (a) by registered or certified mail (return receipt requested) with the United States Postal Service, or (b) by Federal Express or other overnight mail carrier furnishing evidence of receipt, to Grantor at National Grid, Attention: Manager, Right of Way and Survey Engineering, 280 Melrose Street, Providence, Rhode Island 02907, with a copy to Assistant General Counsel-Real Estate, 40 Sylvan Road, Waltham, Massachusetts 02451, and to Grantee at the address as set forth on the first page of this Assent Agreement.
- B. Any party may change the address at which it is to receive notices by giving notice as provided above. Any notice or other communication in connection with this Assent Agreement shall be deemed duly served when received (or upon attempted delivery if delivery is not accepted).

18. Construction Notice

- A. Grantee covenants and agrees to notify Grantor's Manager of Transmission & Distribution Construction, Bruce Berard, 40 Sylvan Road, Waltham, Massachusetts 02451, phone number (774) 266-7840, or his successor as designated by Grantor, in writing at least twenty-four (24) hours in advance of any construction, installation, repair or maintenance work commenced within the Easement.

19. Damage Notice

- A. Grantee understands that there may be buried ground wires and/or counterpoises within the Easement and Grantee covenants and agrees that Grantee shall immediately notify National Grid, Director of Transmission Line Engineering, 40 Sylvan Road, Waltham, Massachusetts 02451, (781) 907-2455, and cease any and all activities within the Easement when a buried wire or counterpoise is damaged. The provisions of this paragraph shall survive the termination or release of this Assent Agreement.

20. Taxes

- A. It is understood and agreed by Grantor and Grantee that the Improvements and all appurtenances thereto shall remain the property of Grantee and its successors, and that Grantee shall pay any and all taxes thereon.

21. Release

- A. Grantee covenants and agrees with Grantor that neither Grantor, nor its parent corporation or affiliates, nor any agent or employee of any of them, shall be liable to Grantee or its successors or agents for, any and all liabilities, damages, costs, expenses (including any and all attorneys' fees and expenses of Grantee), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from any damage to the Improvements and/or the Site resulting from or in anyway connected with: (i) the rights herein reserved or granted including damage caused by voltage, fault current or ground current; (ii) the construction, installation, maintenance, repair, operation and use of Grantor's existing structures and facilities; (iii) the construction, installation, repair, operation, use and maintenance of additional structures or facilities by Grantor; or (iv) the removal of an Obstruction. Grantee further releases all of said parties from and against any and all such claims or demands. The foregoing release shall not include injury or damage directly caused by the sole gross negligence or willful misconduct of Grantor. The provisions of this paragraph shall survive the termination or release of this Assent Agreement.

22. Authorized Action

- A. Grantee represents to Grantor that the execution, acknowledgment and delivery of this Assent Agreement and the performance of its obligations hereunder have been duly authorized by Grantee and that the person signing has the authority to sign and deliver this Assent Agreement on its behalf and to thereby bind Grantee to the same.
- B. The terms and provisions of this Assent Agreement shall be appurtenant to the Site, shall run with the land and shall be binding upon and inure to the respective heirs and successors in title, and any party by accepting an interest in the Site shall be deemed to have agreed to be bound by, assumed and received the benefit and burden of all of the terms and conditions of this Assent Agreement.
- C. (If applicable) See the Grantee's Clerk's Certificate recorded herewith as Exhibit C.

23. Termination

- A. Notwithstanding any other provision of this agreement, in the event that Grantor notifies Grantee that Grantee is in default under the terms and conditions of this Assent Agreement, Grantee shall immediately cure said default as quickly as is commercially reasonable (hereinafter "Cure Period"), however said Cure Period shall not exceed Thirty (30) days from the date Grantee receives the notice of default. In the event Grantee does not cure the default within the Cure Period Grantor may immediately terminate this Assent Agreement.
- B. Upon termination of this Assent Agreement Grantee shall, at its sole expense, immediately:
- (i). Remove the Improvements and restore the property to its original condition prior to the construction of the Improvements, and;
 - (ii). Cease the use.
- C. Upon termination, if Grantee does not remove the Improvements within said Cure Period the Grantor shall have the right to remove the Improvements at Grantee's sole expense, including attorney's fees and legal expenses of Grantor.

24. Miscellaneous

- A. This Assent Agreement (i) contains the entire agreement of the parties with respect to the subject matter which it covers; (ii) supersedes all prior or other negotiations, representations, understandings and agreements of, by or between the parties, which shall be deemed fully merged herein; and (iii) may not be modified or amended in any manner other than by a written agreement signed by both parties hereto. This Assent Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, construe or describe the scope of this Assent Agreement or the meaning or intent of any provision hereof. The failure of Grantor to insist in any one or more instances upon the performance of any of the covenants, agreements, terms, provisions or conditions of this Assent Agreement, or to exercise any election or option contained herein, shall not be construed as a waiver or relinquishment, in the future or in any other instance, of such covenant, agreement, term, provisions, condition, election or option. If any provision hereof is deemed to be invalid, the balance of this Assent Agreement shall remain in full force and effect and shall be enforceable in accordance with its terms. This Assent Agreement shall be construed and governed by the laws of the state in which the Site is located.

IN WITNESS WHEREOF, the parties have executed this Assent Agreement under seal as of the day and year first above written.

NEW ENGLAND POWER COMPANY

By: _____

Name: Michael Guerin

Its: Authorized Representative

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____ 2019, before me, the undersigned notary public, personally appeared Michael Guerin, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he/she signed it voluntarily for its stated purpose as of New England Power Company.

(official seal)

Before me,

(type or print name)

Notary Public

My commission expires:

TOWN OF AYER

Acting by and through its Board of Selectmen

By: Jannice L. Livingston
Its: Chair

By: Christopher R. Hillman
Its: Vice Chair

By: Scott A. Houde
Its: Clerk

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this ____ day of _____ 2019, before me, the undersigned notary public, personally appeared Jannice L. Livingston, Christopher R. Hilman, and Scott A. Houde, proved to me through satisfactory evidence of identification, which were photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document(s), and acknowledged to me that they signed it voluntarily for its stated purpose as the Board of Selectmen in the Town of Ayer.

(official seal)

Before me,

(type or print name)

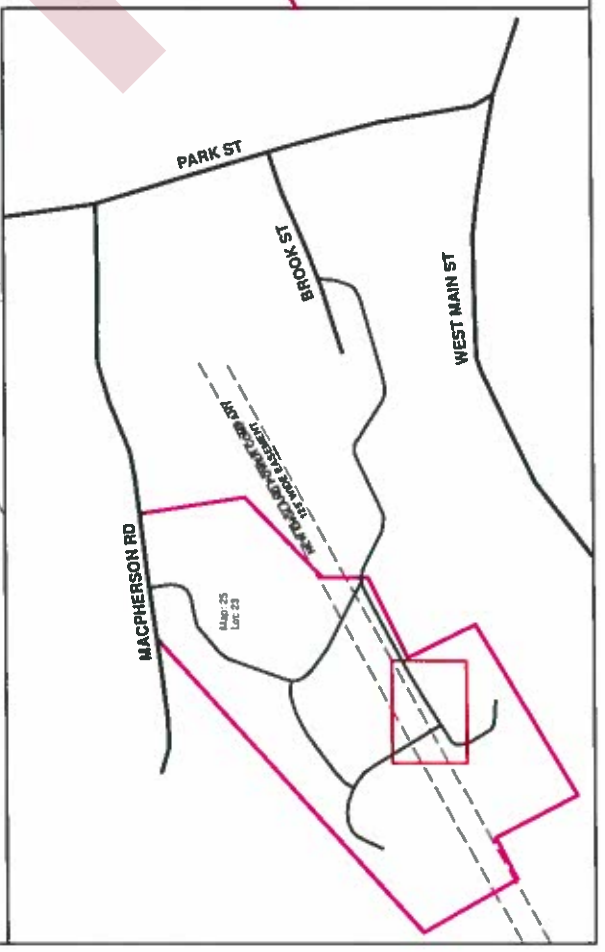
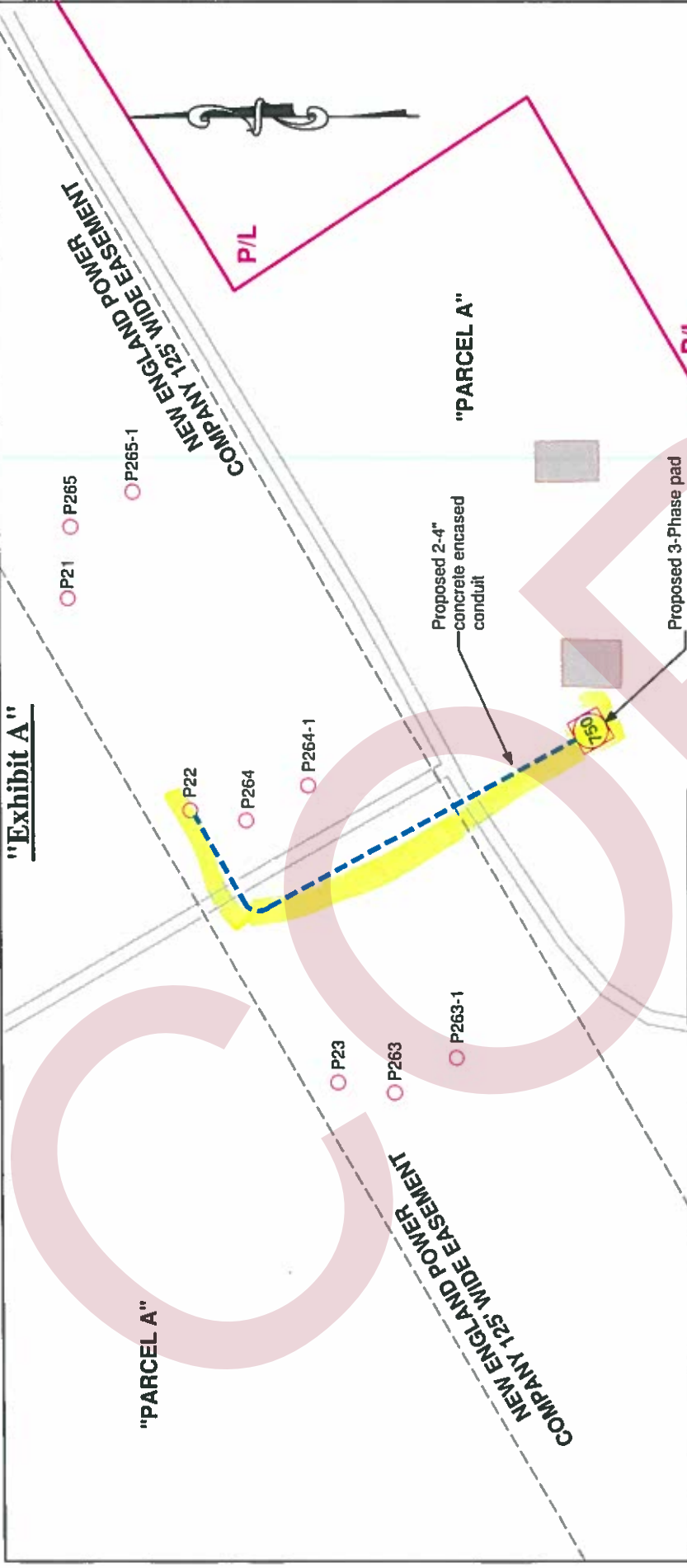
Notary Public

My commission expires:

Exhibit A- Easement Sketch

COPY

"Exhibit A"



nationalgrid

LEGEND

- Proposed SO Pole
- Existing SO Pole
- ⋈ Anchor/Guy
- Pad-Mounted Transformer
- - - 2-4" Conduit with conductors

Sketch to accompany the Easement for the installation/replacement of 2-4" conduit and 3-phase padmounted transformer.

Distances are Approximate
 Exhibit A Not to Scale
 The exact location of said Facilities to be Established by and upon the Installation and Erection of the Facilities thereat.

Drawn By: Michael Fraser
 Date: 1/10/2019
 Asst Drawing Number
25613731

EXHIBIT B

INSURANCE REQUIREMENTS

1. **Insurance Requirements.** From the commencement of the Agreement, through final expiration or longer where specified below, Grantee shall provide and maintain, at its own expense, insurance policies, intended to be primary (with no right of contribution by any other coverage available to National Grid USA, its direct and indirect parents, subsidiaries and affiliates including, without limitation, Grantor (collectively, the “Insured Entities”)), covering all operations, work and services to be performed under or in connection with this Agreement, issued by reputable insurance companies with an A.M. Best Rating of at least B+, which at least meet or exceed the requirements listed herein:

- (a) **Workers’ Compensation and Employers Liability insurance** as required by the State in which the work activities under this Agreement will be performed. The employer’s liability limit shall be at least \$500,000 each per accident, per person disease, and disease by policy limit.
- (b) **Commercial General Liability (CGL) Insurance**, covering all operations to be performed by or on behalf of Grantee under or in connection with this Agreement, with minimum limits of:

Combined Single Limit	- \$1,000,000 per occurrence
General Aggregate & Product Aggregate	- \$2,000,000 each

Coverage shall include: contractual liability (with this Agreement being included under the definition of “Insured Contract” thereunder), products/completed operations, and if applicable, explosion, collapse and underground (XC&U), additional insured as required in Section 5 below, and shall contain a separation of insureds condition. If the products-completed operations coverage is written on a claims-made basis, the retroactive date shall not precede the effective date of this Agreement and coverage shall be maintained continuously for the duration of this Agreement and for at least two years thereafter.

- (c) **Automobile Liability**, covering all owned, non-owned and hired vehicles used in connection with all operations, work or services to be performed by or on behalf of Grantee under or in connection with this Agreement with minimum limits of:

Combined Single Limit	- \$1,000,000 per occurrence
-----------------------	------------------------------

Additional insured as required in Section 5 below.

- (d) **Umbrella Liability or Excess Liability** coverage, with a minimum per occurrence limit of \$4,000,000. This coverage shall run concurrent to the CGL required in Section 1(b) above,

shall apply excess of the required automobile, CGL and employer's liability coverage required in this Exhibit, and shall provide additional insured status as required in Section 5 below.

- (e) **Commercial Property Insurance**, on an "all risk" basis, covering all personal property of every description owned or brought onto the Site by Grantee, its employees, agents, contractors, tenants, subtenants or assignees, including stock-in-trade, furniture, fittings, trade fixtures, in an amount not less than one hundred percent (100%) of the full replacement cost thereof.
- (f) **Watercraft Liability**, if used in connection with this Agreement, with the same **minimum** limits of liability as outlined in Section 1(b) above, and naming the Insured Entities, including their officers and employees, as additional insured as required in Section 5 below.
- (g) **Aircraft Liability**, if used in connection with this Agreement, with a limit of liability of not less than \$10,000,000 combined single limit per occurrence, and naming the Insured Entities, including their officers and employees, as additional insured as required in Section 5 below. Such coverage shall not include a per-passenger or per seat coverage limit.
- (h) **Contractors Pollution Liability (CPL)** covering any sudden and accidental pollution liability which may arise out of, under, or in connection with this Agreement, including all operations to be performed by or on behalf of Grantee or that arise out of the Grantee's use of any owned, non-owned or hired vehicles, with a **minimum** liability limit of not less than \$1,000,000 combined single limit per occurrence.

This requirement may be satisfied by providing either this CPL policy, which would include naming the Insured Entities, including their officers and employees, as additional insured's as outlined in Section 5 below; **OR** by providing coverage for sudden and accidental pollution liability under the CGL and commercial automobile insurance policies required above, limited solely by the Insurance Services Organization (ISO) standard pollution exclusion, or its equivalent.

In the event Grantee is unable to secure and/or maintain any or all of this sudden and accidental pollution liability coverage, Grantee agrees to indemnify and hold the Insured Entities harmless against any and all liability resulting from any coverage deficiency that is out of compliance with this insurance requirement.

2. **Homeowners/Sole Proprietors Insurance:** In the event that Grantee is either a homeowner or sole proprietor, the requirements in Sections 1(a) and (d) above do not apply. However, these requirements do apply to any contractors that have been hired by Grantee to perform any work activities on the premises as defined in this Agreement.

In addition, if a homeowner's insurance company will not provide the additional insured status to the Insured Entities as required in Section 5, Grantee agrees to indemnify and hold harmless the Insured Entities for any liability that would have otherwise been covered had the insurance carrier recognized the additional insured status.

3. **Limits:** Any combination of Commercial General Liability, Automobile Liability and Umbrella Liability policy limits can be used to satisfy the limit requirements in Sections 1(b), (c) and (d) above.
4. **Self-Insurance:** Proof of qualification as a qualified self-insurer, if approved in advance in writing by an Insured Entities' representative, will be acceptable in lieu of securing and maintaining one or more of the coverages required in this Agreement. Such acceptance shall become a part of this insurance provision by reference herein.

For Workers' Compensation, such evidence shall consist of a copy of a current self-insured certificate for the State in which the work will be performed.

5. **Additional Insured and Loss Payee:** The intent of the Additional Insured requirement under the CGL, Auto, CPL, Umbrella/Excess, Aircraft and Watercraft policies is to include the Insured Entities, their directors, officers and employees, as Additional Insured for liabilities associated with, or arising out of, all operations, work or services to be performed by or on behalf of Grantee, including ongoing and completed operations, under this Agreement. The following language should be used when referencing the additional insured status: **National Grid USA, its direct and indirect parents, subsidiaries and affiliates shall be named as additional insured.**

To the extent Grantee's insurance coverage does not provide the full Additional insured coverage as required herein, Grantee agrees to indemnify and hold harmless the Insured Entities against any and all liability resulting from any deficiency in Grantee's insurance coverage that may be out of compliance with this insurance requirement.

6. **Waiver of Recovery:** Grantee and its insurance carrier(s) shall waive all rights of recovery against the Insured Entities and their directors, officers and employees, for any loss or damage covered under those policies referenced in this Agreement, or for any required coverage that may be self-insured by Grantee. To the extent Grantee's insurance carriers will not waive their right of subrogation against the Insured Entities, Grantee agrees to indemnify the Insured Entities for any subrogation activities pursued against them by Grantee's insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the Insured Entities or their employees, sub-contractors or agents.
7. **Contractors:** In the event Grantee uses contractors in connection with this Agreement, it is expressly agreed that Grantee shall have the sole responsibility to make certain that all contractors are in compliance with these insurance requirements and remains in compliance throughout the course of this Agreement, and thereafter as required. Grantee shall remain liable for the performance of the contractor, and such subcontract relationship shall not relieve Grantee of its obligations under this agreement.

Unless agreed to in writing the by the Risk & Insurance Department of National Grid USA, any deductible or self-insured retentions maintained by any contractor, which shall be for the account of the contractor, and shall not exceed \$100,000. In addition, contractor shall name

both the Grantee and the Insured Entities as additional insureds under the Commercial General Liability and Umbrella/Excess Liability insurance. If requested by a representative of the Insured Entities, Grantee shall provide the Insured Entities with an insurance certificate from its contractor evidencing this coverage.

In the event any contractor is unable to maintain all of the same insurance coverage as required in this Agreement, Grantee agrees to indemnify and hold the Insured Entities harmless against any and all liability resulting from any deficiency in contractor's insurance coverage that may be out of compliance with these insurance requirements.

8. **Insurance Certification:** Upon execution of this Agreement, Grantee shall promptly provide the Insured Entities with (a) **Certificate(s) of Insurance** for all coverages required herein at the following address:

National Grid
Attn: Risk & Insurance, Bldg. A-4
300 Erie Boulevard West
Syracuse, NY 13202

Grantee shall provide the Insured Entities with at least 30 days prior written notice at the above address of any cancellation or diminution of the insurance coverage required in this Agreement.

9. **Insurance Obligation:** If any insurance coverage is not secured, maintained or is cancelled and Grantee fails immediately to procure other insurance as specified, Grantor has the right, but not the obligation, to procure such insurance and to invoice Grantee for said coverage.
10. **Incident Reports:** Grantee shall furnish the Risk & Insurance Department of National Grid USA at the address referenced in Section 8 above with copies of any non-privileged accident or incident report(s)(collectively, the "Documents") sent to Grantee's insurance carriers covering accidents, incidents or events occurring as a result of the performance of all operations, work and services to be performed by or on behalf of Grantee under or in connection with this Agreement, excluding any accidents or incidents occurring on Grantee's property. If any of the Insured Entities are named in a lawsuit involving the operations and activities of Grantee associated with this Agreement, Grantee shall promptly provide copies of all insurance policies relevant to this accident or incident if requested by Grantor. However, in the event such Documents are deemed privileged and confidential (Attorney/Client Privilege), Grantee shall provide the relevant facts of the accident or incident in a format that does not violate such Attorney/Client Privilege.
11. **Other Coverage:** These requirements are in addition to any which may be required elsewhere in this Agreement. In addition, Grantee shall comply with any governmental site specific insurance requirements even if not stated herein.
12. **Coverage Limitation:** Nothing contained in this article is to be construed as limiting the extent of the Grantee's responsibility for payment of damages resulting from all operations, work and services to be performed by or on behalf of Grantee under or in connection with this Agreement,

or limiting, diminishing, or waiving Grantee's obligation to indemnify, defend, and save harmless the Insured Entities in accordance with this Agreement.

COPY

Property Address: Off MacPherson Road, Ayer, MA

GRANT OF LICENSE

The **TOWN OF AYER**, a municipal corporation, having an address at 1 Main Street, Ayer, Massachusetts 01432 (hereinafter referred to as the Licensor), for consideration of One dollar (\$1.00), grants to **MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation with its principal place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the Licensee), a License to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, lines to consist of but not limited to, one (1) pole, (which may be erected at different times) with wires and cables strung upon and from the same and all necessary anchors, guys, and appurtenances (hereinafter referred to as the "OVERHEAD SYSTEM") and an "UNDERGROUND DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM") located in Ayer, Middlesex County, Massachusetts, consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto for the transmission of intelligence and the furnishing of electric service to described property and others without limiting the generality of the foregoing, but specifically including the following equipment; namely: manholes, manhole openings, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located within the licensed area of the hereinafter described property.

Said "OVERHEAD SYSTEM" and "UNDERGROUND DISTRIBUTION SYSTEM" are to be located within the parcel of land situated off the southerly side of MacPherson Road, being more particularly shown as "PARCEL "A"" on a Plan of Land recorded with the Middlesex South District Registry of Deeds in Plan Book 1520 of 1978, said License area being shown on a sketch entitled: "Exhibit A"; nationalgrid; Sketch to accompany the License for the installation/replacement of 2-4" conduit and 3-phase padmounted transformer.; Distances are Approximate Exhibit A Not to Scale; Drawn By: Michael Fraser; Date: 1/10/2019; Actrix Drawing Number 25613731", said sketch is attached hereto and recorded herewith as Exhibit "A" and is made a part hereof by reference thereto, full size copies, of which are in the possession of the Licensor and Licensee herein, and the final definitive locations of said "OVERHEAD SYSTEM" and "UNDERGROUND DISTRIBUTION SYSTEM" shall become established by and upon the installation and erection thereof by the Licensee.

WR #25613731

Address of Licensees:
Mass. El. – 40 Sylvan Road, Waltham, MA 02451

After recording return to
Carol Childress
National Grid
Service Company, Inc.
939 Southbridge Street
Worcester, MA 01610

05 AYERMA GEN
10 AYERMA A-N6-

Also with the further right from time to time to pass and repass over, across and upon land of the Licensor as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "OVERHEAD SYSTEM" and "UNDERGROUND DISTRIBUTION SYSTEM" and each and every part thereof and to make such other excavation or excavations within the licensed area as may be reasonably necessary in the opinion and judgment of the Licensee, its successors and assigns, and to clear and keep cleared, any trees, shrubs, bushes, above ground and below ground structures, objects and surfaces from those portions and areas of the licensed area wherein the "OVERHEAD SYSTEM" and "UNDERGROUND DISTRIBUTION SYSTEM" are located, as may in the opinion and judgment of the said Licensee, its successors and assigns, interfere with the safe and efficient operation and maintenance of said "OVERHEAD SYSTEM" and "UNDERGROUND DISTRIBUTION SYSTEM" and other related equipment. Provided further, that Licensee, its successors and assigns, shall properly backfill, grade and restore the surface of the land to as good a condition as the surface was in immediately prior to the Licensee's excavation thereof.

It is the intention of the Licensor to grant to the Licensee, its successors and assigns, a License aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Licensor's land an "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" for the transmission of intelligence and for supplying electric service for the building, buildings or proposed buildings as shown on the last herein referred to sketch or amended sketch and the right to service others from said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM".

It is agreed that said "OVERHEAD SYSTEM" and "UNDERGROUND DISTRIBUTION SYSTEM" and all necessary appurtenances thereto, shall remain the property of the Licensee, its successors and assigns, and that the Licensee, its successors and assigns, shall pay all taxes assessed thereon.

If the herein referred to locations as approximately shown on the License sketch are unsuitable for the purposes of the Licensee, its successors and assigns, then said locations may, subject to the consent of Licensee, which consent shall not be reasonably withheld, be changed to areas mutually satisfactory to both the Licensor and the Licensee herein; and further, the newly agreed to locations shall be indicated and shown on the sketch by proper amendment or amendments thereto.

Licensor and Licensee agree that this License shall terminate upon the recording of a permanent easement granted by Licensor to Massachusetts Electric Company for the above noted location as described by the Licensee.

For Licensor's title, see deed dated May 10, 1978, recorded with the Middlesex South District Registry of Deeds in Book 13524, Page 646, and a deed amendment dated April 5, 1985, recorded with said Registry of Deeds in Book 16376, Page 496.

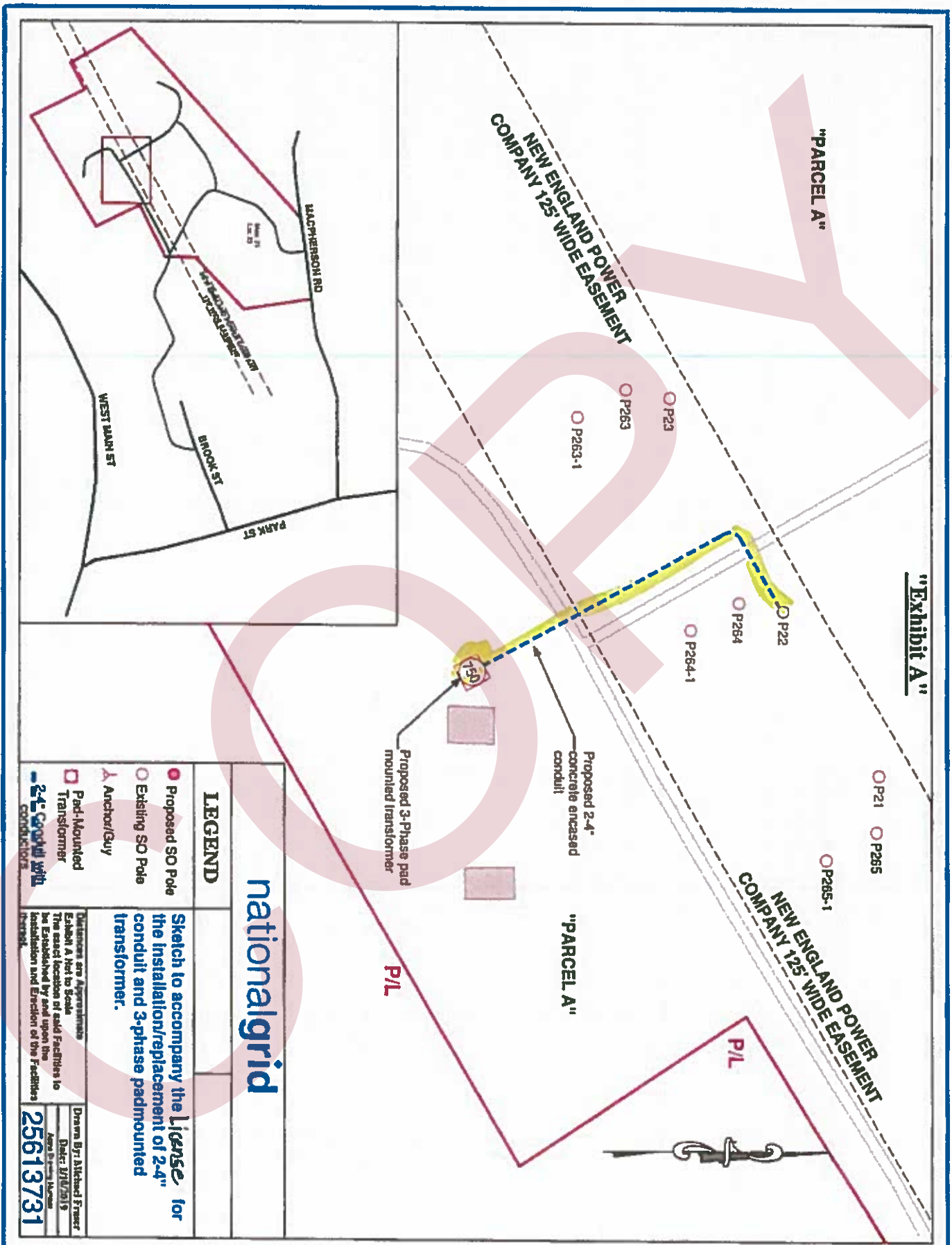
IN WITNESS WHEREOF, the TOWN OF AYER has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by its Board of Selectmen, being thereunto duly authorized this _____ day of _____, 2019.

TOWN OF AYER
Acting by and through its Board of
Selectmen

By: Jannice L. Livingston
Its: Chair

By: Christopher R. Hillman
Its: Vice Chair

By: Scott A. Houde
Its: Clerk



nationalgrid

LEGEND

- Proposed SO Pole
- Existing SO Pole
- ▲ Anchor/Guy
- Pad-Mounted Transformer
- 2-4" Conduit with conductors

Sketch to accompany the License for the installation/replacement of 2-4" conduit and 3-phase padmounted transformer.

Distances are Approximate
Exhibit A Not to Scale
The exact location of said Facilities to be Established by and upon the Installation and Erection of the Facilities thereat.

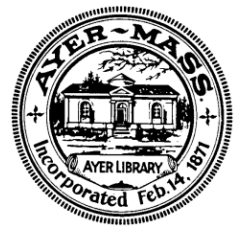
Drawn By: Michael Fowler
Date: 1/18/2015
Approved by: [Signature]
25613731

**Town of Ayer
Board of Selectmen
FY 2020 Water and Sewer
Rate Public Hearing
Notice**

The Ayer Board of Selectmen will be conducting a **Public Hearing on Tuesday April 2, 2019 at 7:10 PM in the 1st Floor Meeting Room at the Ayer Town Hall, 1 Main Street Ayer, MA 01432.** The BOS, in their legal capacity as the Town's Water and Sewer Commissioners, will hear the report and recommendation(s) of the Town's Water and Sewer Rate Review Committee; take public comment(s); and consider approval and adoption of the FY' 2020 Water and Sewer Rates.

March 22 & 29, 2019

**Office of the Board of Selectmen
Office of the Town Manager**



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

MEMORANDUM

DATE: March 29, 2019
TO: Ayer Board of Selectmen
FROM: Robert A. Pontbriand *R.A.P.*
Town Manager

SUBJECT: FY 2020 Water and Sewer Rate Public Hearing

Dear Honorable Selectmen,

As the BOS is aware, the Selectmen as the Town's Water and Sewer Commissioner's will be conducting the FY 2020 Water and Sewer Rate Public Hearing as part of the BOS Meeting on Tuesday, April 2, 2019 at 7:10pm. Please see the attached Public Notice.

The Ayer Rate Review Committee is appointed by the BOS and charged with making an annual recommendation on the water and sewer rates to the BOS. At the March 21, 2019 Rate Review Committee Meeting, the Committee unanimously voted (8-0) to make the following FY 2020 Water and Sewer Rate Recommendations (Enclosed for your reference are the DRAFT Rate Review Meeting Minutes for March 21, 2019):

FY 2020 Water Rate Recommendation:

- The Rate Review Committee voted (8-0) to recommend that the BOS vote to increase the Water Rates by two percent (2%) effective July 1, 2019.

FY 2020 Sewer Rate Recommendation:

- The Rate Review Committee voted (8-0) to recommend that the BOS vote to increase the Sewer Rates by three percent (3%) effective July 1, 2019.

Additionally, at the Public Hearing on April 2, 2019, the Rate Review Committee has also recommended that the BOS adopt a Water Conservation Rate which DPW Superintendent Wetzell will present at the Public Hearing.

DPW Superintendent Wetzell and I will make a brief presentation at the April 2, 2019 Public Hearing detailing the reasons for the Rate Review Committee's recommendations. I have also invited all of the members of the Rate Review Committee to attend the Public Hearing.

If you have any questions prior to the April 2, 2019 Public Hearing/Meeting, please do not hesitate to contact me directly. Thank you.

Enclosure(s): FY 2020 Water and Sewer Rate Public Hearing Notice
DRAFT Rate Review Meeting Minutes for March 21, 2019

Town of Ayer

*****DRAFT*** Rate Review Committee Meeting Minutes For
Thursday, March 21, 2019**

Attendance: Selectman Jannice Livingston (Chair); Mark Smith (Fin Com Rep.); Mary Spinner; Rick Skoczylas; Mark Wetzel (DPW Superintendent); Pam Martin (DPW Business Manager); Lisa Gabree (Finance Manager); Robert Pontbriand (Town Manager)

Call to Order: The meeting was called to order at 3:36pm in the First Floor Meeting Room of the Ayer Town Hall by J. Livingston.

Approval of the Meeting Minutes for February 21, 2019:

The Committee reviewed the meeting minutes and there were no changes

Motion: A motion was made by R. Skoczylas and seconded by M. Spinner to approve the meeting minutes for February 21, 2019. Motion passed 8-0.

L. Gabree asked to amend the agenda under New Business to add a discussion on the FY 2020 Solid Waste Enterprise Budget. There were no objections to the proposed agenda amendment and it was accepted.

Review/Discussion/Vote of the Proposed FY 2020 Water Rate Recommendation:

L. Gabree provided the Committee with an overview of the proposed FY 2020 Water Enterprise Budget and how it is impacting the FY 2020 water rate. She stated that the biggest impact this year on the water enterprise is the PFAS issue(s). Though significant progress has been made with the U.S. Army paying for Ayer's PFAS Treatment Plant, it would be irresponsible not to have a rate increase at this time as everything is still in flux; especially until there is a formal signed agreement that the U.S. Army will be paying.

M. Wetzel stated that he has made significant progress with the U.S. Army paying for the PFAS Treatment Plant and we are dealing with a federal bureaucracy and though all signs are extremely encouraging, it will be perhaps about two months before a signed agreement.

The Committee thanked M. Wetzel for all of his hard work and continued expertise with this very important issue, especially in getting the U.S. Army to pay sooner.

L. Gabree recommended a two percent (2%) FY 2020 water rate increase based on the FY 2020 water enterprise budget as well as the water rate model.

There was a general consensus of the Committee that this was a fair recommendation for the FY 2020 water rate increase.

Motion: A motion was made by R. Skoczylas and seconded by M. Spinner to recommend a two percent (2%) water rate increase for FY 2020 to the Ayer Board of Selectmen. Motion passed 8-0.

Review/Discussion/Vote of the Proposed FY 2020 Wastewater Rate Recommendation:

J. Livingston stated that she understands the per the rate model, the recommendation is 3.5% but she would like to see if it can be 3.0% and L. Gabree explain why or why not it cannot be 3.0%

L. Gabree stated that 3.0% could be doable for FY 2020 though the model recommends 3.5%.

M. Wetzel explained to the Committee the various impacts of the ongoing and future wastewater treatment plant upgrades on the sewer enterprise.

L. Gabree agreed that these improvements are the primary driver of the sewer rate.

M. Wetzel explained to the Committee how ongoing and future efforts to reduce sewer inflow infiltration will not only improve the overall sewer system and the sewer plant but will translate into financial savings.

R. Skoczylas asked about the status of the Devens Wastewater Contract and the associated charges in the sewer enterprise budget.

L. Gabree stated that the contract will soon be expiring and need to be renegotiated as previously discussed by the Committee. The re-negotiation of the new contract terms could translate into future savings. She stated back to J. Livingston's original point about 3% instead of 3.5% for FY 2020 and stated that 3.0% is doable and just stated that there is always a chance a future rate recommendation may (or may not) need to be higher than 3.5%. But 3% is definitely reasonable for FY 2020.

R. Skoczylas stated that he agreed with J. Livingston's proposal and would rather see a 3% increase in FY 2020 instead of 3.5%

J. Livingston asked the Committee is they were comfortable with a 3.0% recommended rate increase for sewer in FY 2020.

There was a general consensus of the Committee that 3.0% was a fair recommendation for the FY 2020 sewer rate increase.

Motion: A motion was made by J. Livingston and seconded by R. Skoczylas to recommend a three percent (3%) sewer rate increase for FY 2020 to the Ayer Board of Selectmen. Motion passed 8-0.

The Committee thanked L. Gabree and M. Wetzel for all of their hard work on putting together the rate recommendation materials.

R. Pontbriand advised that the FY 2020 Water and Sewer Rates Public Hearing will be part of the April 2, 2019 Ayer Board of Selectmen's Meeting at 7pm.

New Business:

As amended under New Business, the Committee reviewed and discussed the FY 2020 Solid Waste Enterprise Budget.

Review and Discussion of the FY 2020 Solid Waste Enterprise Budget:

L. Gabree stated that though the Committee would not be making another solid waste rate recommendation until the Fall of 2019, she did want to provide the Committee with an overview of the FY 2020 Solid Waste Enterprise Budget. She advised that due to unforeseen significant increases in solid waste hauler contracts and the cost of recycling being impacted by China, there will be the need for a \$50,000 supplemental appropriation for the remainder of FY 2019 which will be considered at a Special Town Meeting right before the Annual Town Meeting on May 13, 2019. She explained that the certified free cash for the solid waste enterprise fund is \$71,976 and that she recommends using \$22,915 from retained earnings and then a \$50,000 supplemental appropriation.

R. Pontbriand asked for further clarification on the increased costs and asked how to best put it in the explanatory note on the warrant for the purposes of explaining to the general public.

J. Livingston suggested, "Due to the unforeseen and significant increases in recycling costs from China it has had a significant impact on the Solid Waste Enterprise Budget and as a result a \$50,000 supplemental appropriation is needed."

M. Wetzel further explained that the increased disposal costs and recycling costs have significantly impacted this enterprise budget.

L. Gabree stated that in the next couple of years there will be some old capital debt in solid waste coming off which will help.

M. Wetzel stated that additionally, the solar array to be constructed would generate approximately \$20,000 to \$25,000 in annual revenue for the solid waste enterprise will also help.

M. Spinner stated that the Town needs to do more in terms of outreach regarding the services of the transfer station so we can generate more users.

M. Smith stated that he likes the transfer station and asked if it is competitive in terms of price with curbside?

M. Wetzel stated that a resident using the transfer station will save money as opposed to having curbside. It is more an issue of convenience, in that many people do not want to or do not have the time to take their trash to the transfer station.

J. Livingston suggested making flyers promoting the transfer station services as well as looking into having an App for the transfer station.

R. Pontbriand stated that his Office and the Tax Collector's Office are looking to put a transfer station message in with the July property tax bills.

P. Martin stated that she would look in to seeing if the same can be done with water/sewer bills.

M. Smith also stated that it would be good to get information to Realtors who can then give it to their clients and new homeowners in Town.

M. Wetzel discussed how from time to time people try to sneak in using regular black trash bags instead of using transfer station bags. He has seen this on camera and they try to do some follow-up. He stated that he needs to get some signage.

The Committee discussed the need of getting a Significant Industrial User Representative on the Committee.

Scheduling of Next Meeting:

The Committee decided to pass on the June 2019 quarterly meeting since there are no items at this time but scheduled the next meeting for Tuesday, September 10, 2019 at 3:30pm.

Motion: A motion was made by J. Livingston and seconded by M. Spinner to adjourn the Rate Review Committee Meeting at 4:48pm. Motion passed 8-0.

The meeting adjourned at 4:48pm

Minutes recorded and submitted by Robert A. Pontbriand, Town Manager

Minutes reviewed and approved by the Committee on _____

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 Manager
From: Alan S. Manoian AICP, Dir. Community & Economic Development
Date: 2/15/2019
Re: Outline of Proposed Town of Ayer Roadway Litter-Removal Program

The Ayer Office of Community & Economic Development (AOCED) has been tasked by the Office of the Town Manager with researching, assessing, formulating, developing, organizing and managing (a) proposed Town of Ayer "Roadway Litter-Removal Program" – (AOCED) respectfully submits the following outline to advance the process and proposed program:

PILOT

Pilot Program Location: **Westford Rd. Corridor** (*from Groton Town Line to Sandy Pond Rd.*);

SPONSOR APPROACH rather than ADOPTION APPROACH

The proposed program to be set-up as a "Sponsor-a-Roadway" approach; meaning private companies/businesses/corporations located on Westford Rd./Nemco Way/New England Way and within Ayer's Westford Rd. Industrial Park would be requested to make monetary contributions which will fund a contracted professional Roadway Litter Removal Service to conduct the scheduled clean-up/s (*no volunteers/organizations/residents on the extremely-dangerous roadway*); the companies/businesses/corporations are then recognized as "Sponsors" through well-designed and highly-visible sponsorship signage at the Gateways to Westford Rd. and/or along Westford Rd. – Sponsors will also be recognized through various municipal informational/promotional platforms, including social media platforms, municipal website, etc.;

DANGEROUS ROADWAY

The "Sponsor" approach with the contracted services of a professional Roadway Litter Removal Company is not only strongly recommended, (*but is in fact required*) due to the fact that the Westford Rd. Corridor is an exceedingly dangerous roadway with long-fast bends in the road, with intense tractor-trailer traffic, and with very narrow road shoulders, etc.; this is a dangerous road for any and all pedestrians and/or roadway workers;

SPONSORSHIP SOLICITATION

The Dir. of AOCED will lead and manage the Westford Rd. company/business/corporate Sponsorship Solicitation process;

SIGNAGE DESIGN

The Dir. of AOCED will lead and manage the Sponsorship Signage design and fabrication process and will work in coordination with the Ayer Dept. of Public Works/Ayer Police Dept. for the Signage location & installation process;

CONTRACT with PROFESSIONAL LITTER REMOVAL COMPANY

The Dir. of AOCED has successfully researched, assessed and made contact with Adopt-A-Highway Litter Removal Service of America, Inc.; a national firm with a 30+ year record of providing professional Roadway & Highway litter removal services across the United States. The Adopt-A-Highway Litter Removal Service of America, Inc. has a Massachusetts regional representative, and the company currently has a contract to manage the Adopt-A-Highway Program located at the intersection of Rt.2 & Rt. 495; therefore this company has work crews currently engaged in close proximity to the Town of Ayer & the Westford Rd. Corridor. As of 2/14/2019 the Dir. of AOCED has provided Ms. Michelle Waldron, Executive VP of Adopt-A-Highway Litter Removal Service of America, Inc., with full details of the proposed Town of Ayer Roadway Litter Removal program, and Ms. Waldron has visually reviewed the location, roadway characteristics and roadway profile of Westford Rd. in Ayer and is currently coordinating a site visit (*to the Westford Rd Corridor*) with her regional program manager in order to produce a preliminary cost estimate for a range litter removal scenarios for the Ayer Program. Ms. Waldron has confirmed that she will follow-up with Dir. of AOCED during the week of 2/18-2/22 with an estimate and recommendations for program execution;

POLICE DETAIL COSTS

The Dir. of AOCED will meet with officials of the Ayer Police Dept. to review, discuss and determine estimated costs associated with local Police Details providing necessary safety for the roadway clean-up workers along the dangerous Westford Rd. Corridor;

DO WE ENDLESSLY CHASE AYER'S LITTER PROBLEM or DO WE BEGIN TO CHANGE AYER'S LITTERING BEHAVIOR?

The Dir. of AOCED believes that the Town of Ayer should not only establish a program to continually and perpetually "pick-up" the litter of those who choose to engage in this thoughtless and poor civic behavior within our Town (*which we ask and seemingly expect our local business community to pay to clean-up*), but that we should also energetically & aggressively engage in establishing a **CODE OF PUBLIC CONDUCT** in the

Town of Ayer; we must begin to change the "behavior of littering" and the behavior of casually trashing Ayer.

The Dir. of AOCED recommends the following prospective local programs/initiatives:

Who Litters the Roadways of Ayer & Why?

- Student/School-based "Code of Public Conduct" Education Program
- "Pick-up Truck Bed (Flying Trash) Tarp" Program
- "Cleanout the Inside of Your Car" Program
- Fast Food & Drive-Thru Public Education Program
- An Ayer Citizen Litter Hotline
- Police Enforcement Public Littering Program
- Transfer Station Informational Program
- Lottery Tickets / Liquor Stores (nips) Education Program

ACTIVELY ENFORCE COMMONWEALTH LITTERING LAWS

MGL Chapter 270; Section 16: Disposal of rubbish, etc. on or near highways and coastal or inland waters; penalties; enforcement; park rangers

WHAT'S the NAME of the AYER ROADWAY LITTER REMOVAL PROGRAM?

DON'T TRASH AYER

OUR CLEAN AYER

**AYER CLEAN SWEEP
CORRIDOR**

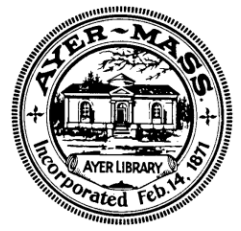
(OTHER)

NEXT STEPS

During the next 2-weeks the Dir. of AOCED shall:

- Meet with the Office of the Town Manger to review proposed Program & receive directive;
- Compile/calculate/report estimated costs of the privately-contracted Roadway Litter Removal services;
- Compile/calculate/report estimated costs of local Police Detail;
- Compile/calculate/report estimated costs of the Sponsorship Signage production & installation;
- Produce Program total estimated cost profile;
- Formulate & produce list of prospective Westford Rd. company/business/corporate monetary sponsors;
- Formulate, produce & deliver a Program Execution and Management Schedule;
- Define, organize & coordinate municipal inter-departmental roles, responsibilities and deliverables.

**Office of the Board of Selectmen
Office of the Town Manager**



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

MEMORANDUM

DATE: March 29, 2019
TO: Ayer Board of Selectmen
FROM: Robert A. Pontbriand *R.A.P.*
Town Manager
SUBJECT: **Town Manager's Report for the April 2, 2019 BOS Meeting**

Dear Honorable Selectmen,

I am pleased to transmit to you the following Town Manager's Report for the April 2, 2019 BOS Meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

Administrative Update/Review of Warrant(s):

- At the meeting I will provide that BOS with a brief Administrative Update covering the various activities, initiatives and projects of the Administration since the BOS last met on March 19, 2019.

Review of Warrant(s):

I have reviewed, approved and signed the following Town Warrants since the BOS last met on March 19, 2019:

Accounts Payable Warrant #19-18 in the amount of \$698,406.87 was reviewed, approved and signed on March 19, 2019

Payroll Warrant #19-19 in the amount of \$318,595.71 was reviewed, approved and signed on March 26, 2019

FY 2020 Budget Update:

- I will provide the BOS with a brief FY 2020 Budget Update at the meeting.

Acceptance of Historic Gifts:

- I am respectfully requesting that the BOS vote to accept the donation(s) of various historic materials to the Town of Ayer from the Estate of Bayard and Lois H. Underwood as set forth in the March 1, 2019 letter to the Ayer Historical Commission (See enclosed letter). Upon an affirmative vote by the BOS, the Ayer Historical Commission shall serve as the Town's custodian of these historic materials.

Thank you.

Enclosure: March 1, 2019 Letter to the Ayer Historical Commission Re: Historic Gifts

ANNE B. SROKA

26

March 1, 2019

Barry E. Schwarzel
Ayer Historical Commission
Ayer, MA 01432
Via email: barryearl@comcast.net

RE: Donation of St. Andrews materials on behalf of Lois Underwood Revocable Trust a/k/a Estate of Bayard Underwood and Lois H. Underwood. March 2019.

Dear Barry,

I am following up on the Ayer items that we would like to donate to the Town of Ayer via the Ayer Historical Commission and/or Town of Ayer Library on behalf of the estate of Lois and Bayard Underwood. The correct wording of the gift donor is Lois Underwood Revocable Trust a/k/a Estate of Bayard Underwood and Lois H. Underwood. We would need a letter from you accepting the donation indicating the value of the gift and that it is a charitable donation to a non-profit entity.

We have based values of prints and former art gallery material on previous sale prices at the Studio 1 Gallery and have discounted loose prints of Bayard's Underwood's drawings. They sold at \$40 each, but we are valuing now at \$20 each, or in the case of large quantities (over 100), which is the case for this donation, at \$10 each. I enclose a documentation of original sales of similar Bayard Underwood's prints for reference.

Please let us know specifically to what Ayer entity this donation would be made (e.g., Historical Commission or Library or Town of Ayer). I don't think it matters except it needs to be a non-profit entity.

The items for donation include:

Antique photo albums of Ayer people and places by late Ayer resident William A. Wright photographer. I believe these were found in the 1970s when Bayard Underwood/Sarah and Hugh Hard purchased 38 East Main Street, Ayer, house.

- One photo black photo album with William A. Wright noted on inside front cover. Includes 19th century and early 20th photos of Ayer people and places. Includes about 100 original photos and 31 noted as copies. With explanatory captions. Value: \$1,300.00

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- One red photo album of 19th century and early 20th photos of Ayer people and places. Some photos of Shaker sites and people have been removed as they will be donated to the Harvard Historical Society with other Shaker related items. About 37 photos in all. Book has been taken apart to remove said photos. Value: \$370.00

Bayard Underwood's pen and ink drawing of the Park Street Diner

- One print, signed and framed. Value: \$125.00
- 215 prints, loose, of which twelve, #19-#30 of 200, are signed and 203 are not signed or numbered (@\$10 each). Value: \$2,150.00

Bayard Underwood architectural plans and drawings of Ayer buildings. Value of four items listed below: \$100.00

- One box of rolled plans and drawings, Ayer Town Hall.
- One box of rolled plans and drawings, Josephine Weaver.
- One box of rolled plans and drawings, Studio Shop.
- One box of rolled plans and drawings, Herve Cardarelli.

Miscellaneous St. Andrew's Church items. Value of items listed below: \$40.00

- Church reports from 1971, 1995, 2003, 2004, and 2005.
- Two copies St. Andrew's Church 80th Anniversary, laying of cornerstone, dedication and renovation of the church. Dated 9-24-1972.
- Brochure.
- Miscellaneous paperwork.
- 1971 St. Andrew's Flea Market poster.
- One document, Dec. 31, 2004 New Year's Eve Feast.
- One document, Rectory News.
- One document, Facilities Commission, Feb. 1992.
- One document, Centennial Notes, 1992.


Art

- One framed, signed and numbered #60 of 475 color print of water color of downtown Ayer by Harding Bush. Value: \$100.00

Miscellaneous items. Value of items listed below: \$20.00

- One folder, Ayer Historical.
- One report, Downtown Ayer: Business and Commuter Survey.
- One letter from Reverend Donn Brown dated 11-22-1971.

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- One book *Birds of Groton and Ayer*.
 - Hunneman's Amazing Fire Engine and miscellaneous paperwork re: the Col. Needham fire engine.
 - Envelope of photos taken of the Ayer Ice House in 1977 or 1978.
 - Two postcards of Ayer Town Hall.

Books

- One antique book, Town of Ayer. Dated 1902. Value: \$20.00

The total value of donation is: \$4,225.00

We also include an item that would be suitable for the Devens Museum, if you could kindly donate to them. We won't assign a value for this. It is a book, in German, stamped with POW Library, Fort Devens, and Censored.

Please review and let us know if all looks good to proceed. We are happy to pick up the letter and drop off the donation to you. It is our desire to have the donation completed before the end of March. Anne will be the contact person: 978-270-1987; annesroka@gmail.com.

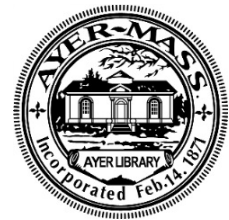
Kind regards,

Kind regards,

Anne B. Sroka and Sally U. McFarland
Co-personal representatives/co-trustees

C: Nancy Catalini Chew, Esq. and David Alexander, CPA

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



Broadcast and Recorded by APAC

Tuesday March 19, 2019
Open Session Meeting Minutes

BOS Present: Christopher R. Hillman, Vice – Chair; Scott A. Houde, Clerk
BOS Absent: Jannice L. Livingston, Chair
Also Present: Robert A. Pontbriand, Town Manager
Carly M. Antonellis, Assistant Town Manager

Call to Order: C. Hillman called the meeting to order at 7:00 PM.

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

Announcements: C. Hillman announced the following:

- The BOS will hold a special meeting at 6:00 PM on Wednesday March 27, 2019 to discuss the 40B Local Initiative Program known as Ayer Green Residences located at 0 Off Washington Street.
- There will be a public Information Session on Wednesday, March 20 at 6:00 pm in the Selectmen’s meeting room at the Ayer Town Hall to describe an upcoming amendment to the Ayer Zoning Bylaw to regulate the type and location of Marijuana Establishments, addressing where they may be permitted to locate and how the permitting process will work.
- Excise Taxes are Due Monday April 1, 2019

C. Hillman announced that J. Livingston was unable to attend tonight’s meeting.

Approval of Agenda: R. Pontbriand asked that the agenda be amended to delete the “Adopt-A-Street” item under Mr. Manoian’s report. Mr. Manoian is unable to attend the meeting.

Motion: A motion was by S. Houde and seconded by C. Hillman to approve the agenda, as amended. **Motion passed 2-0.**

Public Input: None

Public Hearing – Application for Transfer of Beer and Wine License - From Kyung Enterprises, Inc. d/b/a Chung Ge Market 210 West Main Street to Ayer Beer & Wine, Corp., 210D West Main Street: S. Houde opened the public hearing at 7:05 PM by opening the public hearing notice as advertised in the Nashoba Valley Voice on March 8, 2019. Attorney Tom Gibbons was in attendance with Ms. Xia Zhao, the applicant. Attorney Gibbons stated that the current operators Chung Ge Market, will be selling the beer/wine portion of their business to Ms. Zhao who will be operating next door. R. Pontbriand said that the application went through the inter-department review process and there were no issues raised.

Motion: A motion was made by S. Houde and seconded by C. Hillman to approve the transfer of a Sec. 15 Beer and Wine License from Kyung Enterprises, Inc. to Ayer Beer & Wine, Corp. **Motion passed 2-0.**

Reappointment of NVTHS School Committee Members: BOS members were joined by Town Moderator Tom Horgan and Ayer Shirley Regional School Committee Member Cheryl Simmons for the purposes of reappointing the primary and alternate members to the Nashoba Valley Technical High School. Chris Prehl, primary member, and Andrea Fontaine, alternate member, were in attendance. The Town Moderator called the joint session to order.

Motion: A motion was made by C. Simmons and seconded by C. Hillman to reappoint Chris Prehl as the primary member and Andrea Fontaine as the alternate member to the NVTHS School Committee for terms beginning April 1, 2019 and expiring March 31, 2022. **Motion passed 3-0.**

The Moderator adjourned the joint session. C. Prehl and A. Fontaine thanked members for approving the reappointments.

Appointment of Associate Member from Ayer to the Devens Enterprise Commission: Judge Robert Gardner was in attendance. R. Pontbriand explained that there was an opening for an Associate Member, which has no specific term. Judge Gardner expressed interest in the associate position, having previously served on the Massachusetts Land Bank.

Motion: A motion was made by S. Houde and seconded by C. Hillman to appoint Judge Robert Gardner to the Devens Enterprise Commission as an Associate Member. **Motion passed 2-0.**

Alicia Hersey, Program Manager, Office of Com. & Eco. Dev.: *Right of First Refusal for 40B LIP Unit – 3B Bayberry Lane* – A. Hersey was in attendance requesting the BOS to consider waiving their Right of First Refusal for the purchase of 3B Bayberry Lane because the unit is considered affordable. The purchase price is \$185,000.

Motion: A motion was made by C. Hillman and seconded by S. Houde to waive the right of first refusal for the affordable unit located at 3B Bayberry Lane. **Motion passed 2-0.**

Fire Chief Robert J. Pedrazzi: *Fire Department Update* – Chief Pedrazzi was in attendance. He reported that Call Department Officer Andrew Harland was recently promoted to Call Department Lieutenant. Chief Pedrazzi also reported that for the first time since its existence, the ambulance enterprise fund needs a general fund subsidy. This is attributed by the makeup of the clientele that use the ambulance; over 66% of ambulance users have subsidized health insurance plans and the reimbursement rates are much lower than private pay insurance rates. He also stated that people are using the ambulance more than any time in history.

Fire Engine #2 Replacement Presentation – Chief Pedrazzi stated that the Capital Planning Committee has recently recommended a \$650,000 expenditure for the replacement of Engine 2. Because of the amount, the approval is a two-part; it will be on the ballot April 22, 2019 and has to be passed by a 2/3rds vote at Town Meeting in May. Engine #2 has been the “first out” apparatus on any fire incident for the last 19 years responding to every emergency call and due to the age, parts are becoming scares and take additional time to source. He also stated that repairs are becoming more frequent and costly. Engine # 2 was looked at by Greenwood Fire Apparatus as a candidate for refurbishment but due to age and condition was not recommended to be rehabbed.

Chief Pedrazzi then gave an overview of the current fleet of vehicles in the department and responded to a question from S. Houde about the number of calls the department responds to annually. Chief Pedrazzi reported that the department responded to over 2,400 calls last year, which does not include inspections or fire prevention.

Superintendent Mark Wetzel, Dept. of Public Works: *Execution of Contract for Prospect St. and Oak St. Infrastructure Improvements* – M. Wetzel was in attendance. He reported that general bids for the Prospect and Oak Street Infrastructure Project were opened on Feb. 27, 2019. There were 6 bids received with J. D’Amico being the low bidder at \$691,253.34. \$560,000 of the project is being funded from the Community Development Block Grant.

Motion: A motion was made by S. Houde and seconded by C. Hillman to execute the contract between the Town of Ayer and J. D’Amico of Randolph in the amount of \$691,253.34 for the base bid plus add alternates 1 and 2. **Motion passed 2-0.**

Approval of Transfer Station Permit for Devens Residents – M. Wetzel stated that the Town has gotten occasional requests from residents in Devens, who are within the boundaries of Ayer, to use the Transfer Station. He has calculated a rate of \$175 per year because Devens residents do not pay taxes in Ayer, and the general fund subsidizes the Transfer station. He is not recommending a senior permit fee. Devens residents also need to provide proof that they are registered voters in Ayer.

Motion: A motion was made by S. Houde and seconded by C. Hillman to approve a Transfer Station Rate of \$175 per year for Devens residents within Ayer boundaries. **Motion passed 2-0.**

Equipment Standards for Water Treatment – M. Wetzel reported that the Water Division is completing design of an addition to the Grove Pond Water Treatment Plant to remove chemicals, known as PFAS from Ayer’s water supply. As the DPW is integrating the PFAS treatment into the existing water treatment system, he is recommending that the Town specify compatible equipment. Under Massachusetts M.G.L. c.30, §39M and M.G.L. c.149, §§44A-M, material and equipment specifications must be written to promote completion. However, the Inspector General issued a guidance document to be used when proprietary materials or equipment must be specified. For the Grove Pond Water Treatment Plant PFAS Treatment Facilities project, he would like to specify the following proprietary items:

- a. Dowex ion exchange resin media and related elements of AIX system furnished by Evoqua Water Technologies
- b. Chlorine Residual and ORP water quality analyzers manufactured by HACH Company
- c. Milton Roy mRoy chemical metering pumps
- d. CTI Dynamix X Drive control stations for chemical metering pumps
- e. Allen Bradley Programmable Logic Controllers (PLC).

M. Wetzel is recommending that the Ayer Board of Selectmen, acting as the Town’s Water Commissioners, approve the list of proprietary items. The Town has undertaken a reasonable investigation and for water treatment reliability, safety and efficiency have determined that the Grove Pond Water Treatment Plant PFAS Treatment Facilities project requires use of proprietary specifications for the above five items.

Motion: A motion was made by S. Houde and seconded by C. Hillman to approve the list of 5 items (above) as proprietary items for the purposes of upgrading the Grove Pond Water Treatment Plant PFAS Treatment Facilities. **Motion passed 2-0.**

Grove Pond PFAS Update - M. Wetzel gave an in depth presentation on the Town’s water quality, specifically related to the impacts of PFAS contamination. In May 2016, the United States Environmental Protection Agency (EPA) issued a lifetime Health Advisory (HA) of 70 parts per trillion for a combination of two Per and Polyfluoroalkyl Substances (PFAS). In 2018, MassDEP adopted a more conservative advisory addressing a total of five of the PFAS chemicals, and strongly recommended that water suppliers take steps expeditiously to lower levels of the five PFAS, individually or in combination, to below 70 parts per trillion. The Grove Pond Water Treatment Plant (WTP) is one of two treatment plants that supplies drinking water to our system and treats water from three of the Town’s five water supply wells. One of the wells has PFAS levels for the five compounds combined that are over the 70 ppt advisory. The well was taken offline in February 2018 and a notification was mailed out to all water customers. The Ayer DPW continues to monitor all of the water supply wells on a quarterly basis to make sure the PFAS levels in Ayer’s water is below the 70 ppt advisory. The presentation focused on PFAS in drinking water, Ayer’s water quality and monitoring, DPW actions related to the PFAS and status of PFAS treatment. M. Wetzel then took questions from BOS members and audience members. He urged all to look at the Town’s website for the most up-to-date information regarding this situation.

Town Manager’s Report: *Administrative Update/Review of Warrant(s)* – R. Pontbriand referenced the Town Warrants in the meeting packet that he reviewed, approved and signed since the BOS last met. He also reported that the consultant to lead the Senior Center Feasibility study was selected. The Town has picked Abacus Architects and Engineering. R. Pontbriand stated that the Town Planner is giving a presentation on the marijuana zoning bylaw amendment which will be considered at a Special Town Meeting in June. R. Pontbriand then handed out a “warrant snapshot” which listed the title of all submitted warrant articles to date.

FY2020 Budget Update – R. Pontbriand stated that the final DRAFT budget is nearly complete, with just a few items needing updating. He is expecting that the budget will increase about 5% overall for FY’ 20. He then presented a slide about recommendations on allocating the FY’18 Free Cash, which was certified at \$960, 232.

FY 2020 COLA (Cost of Living Adjustment) Recommendation – R. Pontbriand is recommending a 2% Cost of Living Adjustment to cover all non-union employees, call firefighters, BOS stipends, Board of Assessor stipends and the Moderator stipend. The recommendation is based on the Consumer Price Index increase of 2.5%, survey responses from neighboring towns and other towns throughout the Commonwealth; Social Security benefits and in reviewing Ayer’s Collective Bargaining Agreements, which all contain a 2% COLA. The cost of the COLA for the aforementioned groups is approximately \$36,000.

Motion: A motion was made by S. Houde and seconded by C. Hillman to approve a 2% COLA for FY 2020.
Motion passed 2-0.

Ms. Elizabeth Bodurtha, 28 Collidge Road, said that the Town spends too much money on employees and that it should consider a layoff. Mr. David Bodurtha stated that in the private sector, there are no COLAs and the percentage that the budget increases every year is too high. He would like to see a year-by year- overview of the percentages of budget increases.

One Day Beer and Wine Permit – R. Pontbriand presented a request from Mr. Calvin Moore on behalf of the Ayer Shirley Lions Club requesting a One Day Beer and Wine permit for the Annual Pasta Supper held at Karyn’s Kitchen from 3:00 PM – 9:00 PM on April 18, 2019.

Motion: A motion was made by C. Hillman and seconded by S. Houde to approve the One Day Beer and Wine permit as requested. **Motion passed 2-0.**

Devens Permanent Government Framework Committee – R. Pontbriand referenced a letter from Harvard Selectman Lucy Wallace and Chair of the Harvard-Devens Jurisdiction Committee Victor Normand dated March 4, 2019. The letter is asking Ayer to participate in the Devens Permanent Government Framework Committee with MassDevelopment and the Devens Enterprise Commission to develop a mutual framework for identifying issues relating to the reuse of Devens. S. Houde asked if it was redundant having this new committee while the Devens Reuse committee is also doing work. R. Pontbriand stated he will further investigate.

New Business/Selectmen’s Questions

Future Elementary School (Selectman Hillman) – C. Hillman stated that he wanted to begin the discussion of repurposing the lower portion of Page-Hilltop School for a Senior/Community Center. S. Houde would like to have a similar conversation, but would like to begin the conversation with the School Committee about their plans for a new elementary school. He’d like to work with R. Pontbriand over the next month to put together a framework for the conversation.

Central Ave/Groton Harvard Rd Intersection Update (Selectman Livingston) – This item has been tabled until April 2, 2019.

Approval of Meeting Minutes:

Motion: A motion was made by S. Houde and seconded by C. Hillman to approve the meeting minutes from March 5, 2019 and March 12, 2019. **Motion passed 2-0.**

Executive Session: A motion was made by C. Hillman at 9:30PM and seconded by C. Hillman to enter into Executive Session pursuant to M.G.L. c. 30A §21A Exemption #3 (Union Contract Negotiations) *Fire Union*, and to adjourn at the conclusion of Executive Session. C. Hillman further stated that to discuss these matters in Open Session would be detrimental to the Town’s negotiating strategy. **By Roll Call Vote:** C. Hillman aye; S. Houde, aye. **Motion passed by Roll Call Vote 2-0.**

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

Date Minutes Approved by BOS: _____

Signature Indicating Approval: _____