

RECEIVED
SEP 16 2022

TOWN OF AYER
TOWN CLERK

11:00am



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



Tuesday September 20, 2022
Open Session Meeting Agenda

This meeting/hearing of the Ayer Select Board will be held in-person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation via Zoom is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in a specific item on this agenda should make plans for in-person vs. virtual attendance accordingly. This meeting will be live on Zoom and Channel 8. The public may access the proceedings by joining Zoom (Meeting ID# 897 9080 0793) or by calling (929-205-6099). For additional information about remote participation, please contact Carly Antonellis, Assistant Town Manager at atm@ayer.ma.us or 978-772-8220 ext. 100 prior to the meeting.

- 6:00 PM*** **Call to Order**
Pledge of Allegiance; Review and Approve Agenda; Announcements
- Public Input**
- 6:05 PM** **Public Hearing – Application for Transfer of c. 138, sec. 15 All Alcoholic Beverages Package Store License from the Vineyard, LTD to Jalaram Bapa, Inc. – 63 Park Street**
- 6:10 PM** **Mr. Dan Rivera, CEO, MassDevelopment**
Discussion about Town of Ayer and Devens Relationship
- 6:30 PM** **Susan E. Copeland, Town Clerk**
1. In Person Early Voting for November 2022
2. Request for One Day Liquor License – St. Mary’s Parish, October 15, 2022
- 6:40 PM** **Chief Brian P. Gill, Ayer Police Department**
Presentation on Project Lifesaver
- 6:50 PM** **Chief Timothy P. Johnston, Ayer Fire Department**
Presentation on Mutual Aid
- 7:05 PM** **Dan Van Schalkwyk, Director, Dept. of Public Works**
1. Discontinuance of the Bottled Water Rebate
2. Lead Service Line Application for SRF Funding
3. Agreement for Pirone Park Playground Phase 1 Demolition
- 7:15 PM** **Town Manager’s Report**
1. Administrative Update/Review of Town Warrant(s)
2. Fall Special Town Meeting Update
3. FY ’24 Budget and Proposed Budget Calendar
4. Approval of CPC Letter of Recommendation - Howitzer
- 7:25 PM** **New Business/Select Board Member Questions**
- 7:30 PM** **Approval of Meeting Minutes**
August 16, 2022
- 7:35 PM** **Adjournment**

**Agenda Times are approximate and do not constitute exact times*

The next regularly scheduled meeting of the Select Board is Tuesday October 4, 2022 at 6:00 PM

RECEIVED
SEP 09 2022

11:00am

TOWN OF AYER
TOWN CLERK

**Town of Ayer
Notice of Public Hearing
Ayer Select Board**



The Ayer Select Board will conduct a Public Hearing on Tuesday September 20, 2022 at 6:05 PM to consider a transfer of an All Alcoholic Beverages Package Store License from the Vineyard, LTD. d/b/a The Vineyard, 63 Park Street Ayer, MA to Jalaram Bapa, Inc. The meeting will be held in-person and on Zoom. For Zoom/Call-In information please contact atm@ayer.ma.us or 978-772-8220 x100.

Name of Applicant: The Vineyard, LTD. d/b/a The Vineyard, 63 Park Street Ayer, MA
Transferring to Jalaram Bapa, Inc., d/b/a The Vineyard, 63 Park Street Ayer, MA

Date of Public Hearing: Tuesday September 20, 2022

Time of Public Hearing: 6:05 PM

Location of Public Hearing: In-Person, Ayer Town Hall, 1 Main Street
Remote Participation Meeting held on Zoom
Zoom ID # 897 8090 0793

Meeting materials/information may be obtained by contacting Carly Antonellis, Assistant Town Manager at atm@ayer.ma.us or 978-772-8220 x100.



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

RECEIVED

SEP 01 2022
 12:15 PM

TOWN OF AYER
 OFFICE OF THE SELECT BOARD

CMA

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A TRANSFER OF LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

- New License
- Transfer of License
- Change of Manager
- Change of Officers/ Directors/LLC Managers
- Change of Location
- Alteration of Licensed Premises
- Change Corporate Name
- Change of Ownership Interest (LLC Members/ LLP Partners, Trustees)
- Change of Class (i.e. Annual / Seasonal)
- Change of License Type (i.e. club / restaurant)
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Issuance/Transfer of Stock/New Stockholder
- Other
- Change Corporate Structure (i.e. Corp / LLC)
- Pledge of Collateral (i.e. License/Stock)
- Management/Operating Agreement
- Change of Hours
- Change of DBA

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358



**The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc**

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- Transfer of License
- Alteration of Premises
- Change of Location
- Management/Operating Agreement
- Pledge of Inventory
- Pledge of License
- Pledge of Stock
- Other
- Change of Class
- Change of Category
- Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Transfer of All Alcoholic Beverages License from Ayer Vineyard LTD d/b/a The Vineyard to JALARAM BAPA INC The Vineyard. Sale of Liquor to be on premises at site located at 63 Park Street, Suite C, Ayer, MA 01432

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="Off-Premises-15"/>	<input type="text" value="\$15 Package Store"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

3. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number	<input type="text" value="00022-PK-0060"/>	FEIN	<input type="text" value="APPLIED FOR"/>
Entity Name	<input type="text" value="JALARAM BAPA INC"/>		
DBA	<input type="text" value="THE VINEYARD"/>	Manager of Record	<input type="text" value="MRUGESH KAMLESHBHAI PATEL"/>
Street Address	<input type="text" value="63 PARK STREET, AYER, MA 01432"/>		
Phone	<input type="text" value="978-772-0696"/>	Email	<input type="text" value="REDACTED"/>
Add'l Phone	<input type="text" value="NONE"/>	Website	<input type="text" value="NONE"/>

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

2658 Square Feet of Retail Space consisting of two rooms plus storage room. Premises has 3 exits with 2 entrances, small loft with compressors located in loft and an employee bathroom. Floor Plan Attached.

Total Sq. Footage	<input type="text" value="2658"/>	Seating Capacity	<input type="text" value="N/A"/>	Occupancy Number	<input type="text" value="N/A"/>
Number of Entrances	<input type="text" value="1"/>	Number of Exits	<input type="text" value="3"/>	Number of Floors	<input type="text" value="1"/>

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name By what means is the license being transferred?

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
<input type="text" value="Jeffrey P. Gendron"/>	<input type="text" value="President / Manager"/>	<input type="text" value="100"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLC Members, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the flow of ownership.

Name of Principal	<input type="text" value="Ravi H. Patel"/>	<input type="text"/>	<input type="text"/>
Title and or Position	<input type="text" value="President/Secretary/Director"/>	<input type="text"/>	<input type="text"/>
Name of Principal	<input type="text" value="Mrugesh Kamleshbhai Patel"/>	<input type="text"/>	<input type="text"/>
Title and or Position	<input type="text" value="Treasurer/Director/Stock Holder"/>	<input type="text"/>	<input type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?
Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. CORPORATE STRUCTURE

Entity Legal Structure Date of Incorporation
State of Incorporation Is the Corporation publicly traded? Yes No

8. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes No

9. APPLICATION CONTACT

The application contact is the person who the licensing authorities should contact regarding this application.

Name:

Phone:

Title:

Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	\$450,000
B. Purchase Price for Business Assets	
C. Other* (Please specify)	
D. Total Cost	\$450,000.

*Other: (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Kamlesh Patel	\$450,000.
Total:	\$450,000.

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Kamlesh Patel	\$450,000.	Promissory Note	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

Family contribution by uncle in the amount of \$450,000.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises

Proposed Manager Name

Date of Birth

Residential Address

Email

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

Yes No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

Yes No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
02/02/2018		Manager	Maynard Corner Store LLC	Self

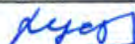
D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature



Date

9/1/22

13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Yes No

If yes, please fill out section 13.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

13A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime? Yes No

If yes, attach an affidavit providing the details of any and all convictions.

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

13F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee? Yes No

b. Will the licensee retain control of the business finances? Yes No

c. Does the management entity handle the payroll for the business? Yes No

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

\$ per month/year (indicate amount)

% of alcohol sales (indicate percentage)

% of overall sales (indicate percentage)

other (please explain)

ABCC Licensee Officer/LLC Manager

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

APPLICANT'S STATEMENT


I, Ravi H. Patel the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of JALARAM BAPA INC
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: 

Date: 09/01/22

Title: PRESIDENT

CORPORATE VOTE

The Board of Directors or LLC Managers of

JALARAM BAPA INC

Entity Name

duly voted to apply to the Licensing Authority of

AYER, MASSACHUSETTS

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

AUGUST 29, 2022

Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | | <input type="checkbox"/> Change of DBA |

“VOTED: To authorize

RAVI H. PATEL

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted.”

“VOTED: To appoint

MRUGESH KAMLESHBHAI PATEL

Name of Liquor License Manager


as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts.”

A true copy attest,

For Corporations ONLY

A true copy attest,

Corporate Officer /LLC Manager Signature



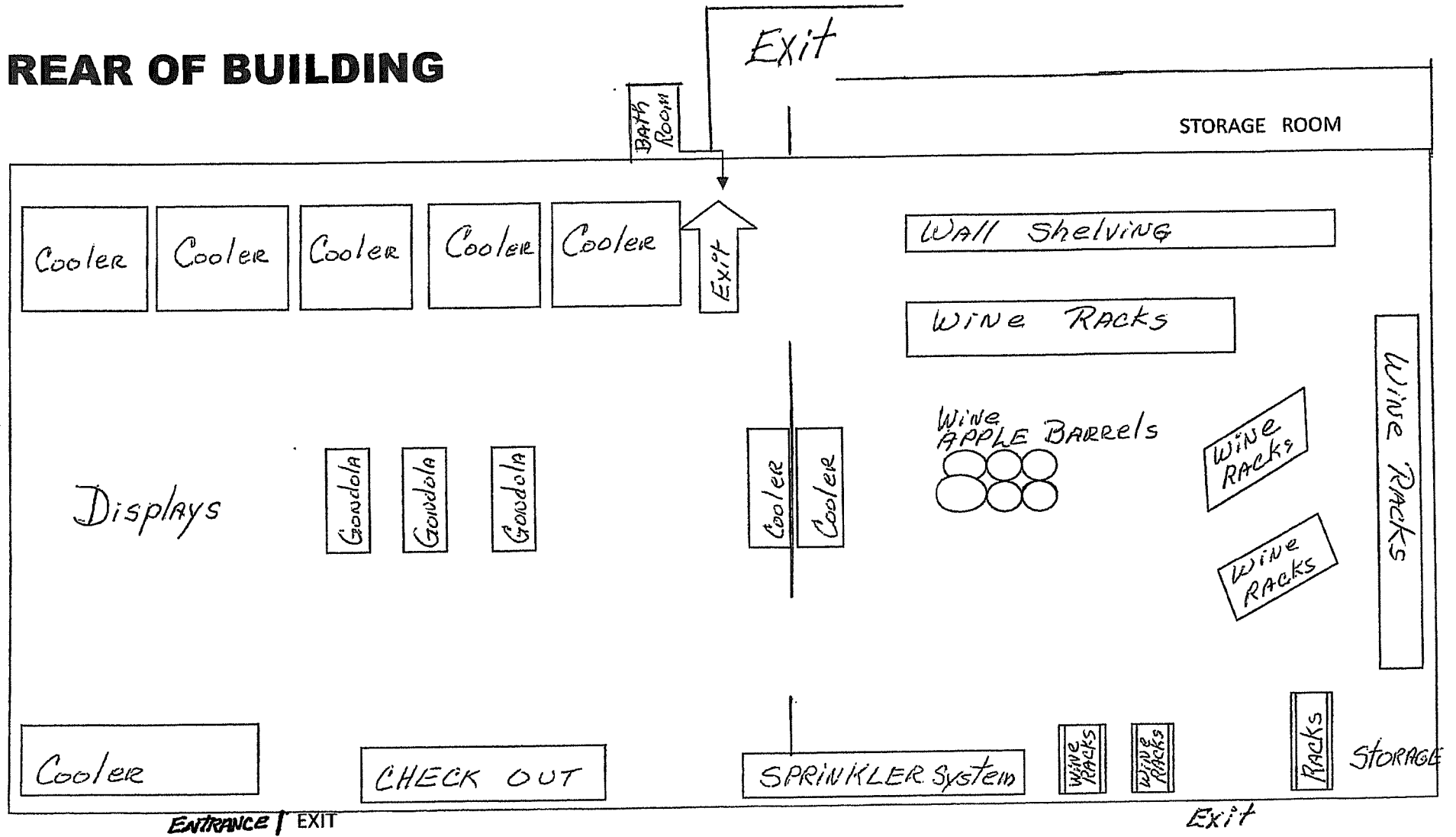
Corporation Clerk's Signature

(Print Name)

Ravi Patel

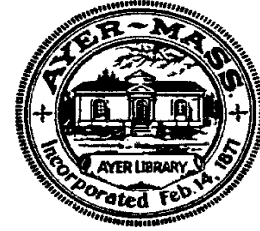
(Print Name)

REAR OF BUILDING



(2658 SQ Ft. - No change in existing building)

Office of The Town Clerk
1 Main Street
Ayer, Massachusetts 01432
(978) 772-8215
scopeland@ayer.ma.us



Date: September 15, 2022

To: Select Board
Robert Pontbriand, Town Manager

From: Susan Copeland, Town Clerk

RE: Proposal of In Person Early Voting Hours for November 2022

On June 22, the election reform law (the “VOTES act”) was signed into law by Governor Baker. The VOTES act makes many of the changes from the pandemic permanent (i.e., Vote by Mail and Early In-Person Voting). In addition, the adjustment of In Person Early Voting hours at polling places now requires a vote of the Select Board at least 20 days before Early Voting starts. Early Voting in Person begins on Saturday, October 22nd and the vote needs to be completed Sunday, October 2nd.

The requirement for In Person Early Voting based on our voter populations:

Weekend:	at least one day
	at least 6 hours total
Weekday:	Week 1: at least 50% of regular business hours
	Week 2: Regular business hours

My proposed hours for In Person Voting are as follows:

Saturday October 22nd 9am – 3pm
Week1: Monday October 24th – Friday October 28th
8am – 12pm

Saturday October 29th 9am – 3pm
*Last day to register to for the General Election is Saturday October 19th until 5pm
(If not already registered)*

Week 1: Monday October 31st – Friday November 4th
Monday, Wednesday, Thursday 12pm – 4pm
Tuesday 12pm – 6pm
Friday 8am - 2pm

Office of The Town Clerk
1 Main Street
Ayer, Massachusetts 01432
(978) 772-8215
scopeland@ayer.ma.us



The first week allows a morning shift, the second week offers the afternoon, evening, and a full Friday shift. Saturdays are more popular with folks running all errands in a loop of post office, bank, and voting.

I'd like to make the decision now so that proper information is posted for the voters and with the Secretary of State, signage is affixed and shared well outside of the 20 day requirement.

If the Board so approves, I ask the vote to be as follows:

“Vote to approve in Person Early Voting hours for the Town of Ayer as presented by the Town Clerk as follows:

Saturday October 22nd 9am – 3pm; Monday October 24th – Friday October 28th
9am – 12pm; Saturday October 29th 9am – 3pm; Monday October 31st, Wednesday
November 2nd, Thursday November 3rd 12pm – 4pm; Tuesday November 1st 12pm –
6pm; Friday November 4th 8am - 2pm.”

September 12, 2022

Ayer Select Board
1 Main Street
Ayer MA 01432

Request for One Day Liquor License
St. Mary's Church
Saturday, October 15th, 2022

Good afternoon,

On behalf of St. Mary's Church, 31 Shirley Street, I am requesting a one-day liquor license for use in the Parish Hall on Saturday, October 15th for a Polish Dinner to raise money for our parish.

The Main Menu will include a variety of homemade and traditional foods such as Stuffed Cabbage (Golombki), Steamed Carrots, Cabbage Soup (Kapusta), Pierogi of all kinds, Kielbasa, Raisin Bread (Babka), Sourdough Rye Bread with Caraway Seeds, Cucumber Salad, Pickled Beets and more!

Desserts including Cookies, Apple Cake, Apple Strudel, kruschicki (bow tie fried cookies) and mini-Cheesecakes

Refreshments of soda, coffee, tea, and water as well as beer and wine, if approved.

We will have raffle baskets as well!

Thank you for your consideration and we hope anyone, and everyone, is able to join us on Saturday, October 15th at 5pm in the Parish Hall!

Respectfully,

Susan E Copeland



AYER POLICE DEPARTMENT

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



Brian P. Gill
Chief of Police

Jennifer D. Bigelow
Deputy Chief of Police

To: Town Manager Robert A. Pontbriand
From: Chief Brian P. Gill
Date: Wednesday August 31, 2022
RE: Implementation of Project Lifesaver

Dear Mr. Pontbriand,

Several months ago, I was approached by Detective Kellie Barhight regarding an exciting opportunity that would help improve the ability of the Ayer Police Department to protect cognitively challenged residents, should they wander and go missing.

Detective Barhight stated that she was approached by a resident, who had two cognitively challenged children, inquiring about our Bring Me Home Program. During that conversation we were asked if we were interested in starting a program could assist families such as his in locating their loved ones and brought to our attention the Project Lifesaver program. **NOTE:** *The Lifesaver Program is used throughout the country and uses radio frequency wearables, either on a wrist or ankle, that can be detected by receiver equipment at the PD.* The resident explained that they realize the equipment is pricey but would like to assist the Town / PD in raising the monies using crowd funding resources (Approx. \$16,101).

I briefly spoke with the Town Finance Manager about accepting crowd sourced funding for an initiative such as this and was informed that there would be nothing prohibitive, but should be sanctioned by the Town Manager and / or Selectboard.

I would like to meet with you to discuss this program, your thoughts on bringing this program on-line for the Town of Ayer and logistical next steps.

Sincerely,

Brian P. Gill
Chief of Police



The Ayer Police Department implemented the Bring Me Home Program several years ago. This program has assisted officers in communicating with those individuals with cognitive disorders, such as children with Autism or elders with Dementia. The "Bring Me Home Program" registers those individuals with the Ayer Police Department where we know valuable information of those registered in order to get them back to their loved ones safely.

Detective Kellie Barhight does a community outreach program with the Special Education Parent Association in order to get children registered and has also met with the local elderly nursing homes in the area to highlight the programs benefits. The "Bring Me Home Program" is also located on the Town of Ayer website as well as the Ayer Police Department website.

Since the implementation of the program, we have had multiple successes where Officers have located children who have eloped from their homes as well as several elderly residents who suffered from dementia and were confused. This program has been a great asset to our agency and officers. Since the programs implementation Detective Barhight has been training officers on police response and challenges to responding to those with developmental disabilities and has been researching how the Town of Ayer can do better for our residents who have a cognitive challenge and may be a flight risk.

Statistics on Autism

- ▶ Prevalence in the United States is estimated at 1 in 59 births. ([CDC, 2018](#))
- ▶ Prevalence of autism in U.S. children increased by 119.4 percent from 2000 (1 in 150) to 2010 (1 in 68). ([CDC, 2014](#)) Autism is the fastest-growing developmental disability. ([CDC, 2008](#))
- ▶ 49% of children with autism wander from safety
- ▶ People with autism may have difficulties communicating when stressed, confused, or afraid.
- ▶ In emergency situations people with autism do not react in a predictable manner

In moving forward with the community in mind, Detective Barhight believed that "Project Lifesaver" would be a benefit to our residents that have family members who have developmental disabilities.

"Project Lifesaver" is the pioneer organization in the radio tracking and locating of at risk individuals. These tracking devices can be worn on the wrist or ankle and locate the individual through radio frequency.

"Project Lifesaver" are led by first responder law enforcement personnel with years of experience in search and rescue and law enforcement. It is a complete program, with training, support, equipment and consultation."

Membership includes the following



A) 2 day Basic Operator training course for Law Enforcement and/or Public Safety Personnel with a maximum class capacity of 7. (Class may include individuals from other agencies with approval from Project Lifesaver International.) Agencies not yet members but wanting to attend the training must have first submitted a letter of intent, signed operational agreement, and payment to Project Lifesaver.

The course was developed to train law enforcement, fire, SAR, and other organizations how to electronically locate missing persons that have Dementia, Autism, Down Syndrome and other cognitive disorders by utilizing specialized equipment in conjunction with an established proactive program. The course provides orientation into understanding characteristics of wandering, behavior motivations, communication techniques, and the needs of these wander-prone groups. Students who complete this course become "Certified" Electronic Search Specialist using Project Lifesaver International approved electronic equipment and program.

B) Instructor course for up to 7 persons (must be Certified Electronic Search Specialist). These individuals can ensure the future growth of your Project Lifesaver program by training additional staff or re-certifying existing staff within your organization. Students completing this course will be certified as Electronic Search Specialist Instructors.

C) Membership includes agency paperwork package, instructor package, (templates of forms), technical assistance, program guidance advice, up to date news on items, funding assistance, financial incentives, annual conference benefits, national organization benefits, grant opportunities, member agency database, financial services, operator certification and re-certification, and promotional assistance.

Equipment Starter Package (consisting of two Emergency Response Systems)

- | | |
|-----------------------------------------------------------------------|--------------------------|
| 2 PLI 3000 5 Band Receivers w/attached Yagi Antenna (6 year warranty) | |
| 2 VDC Power Cables | 2 Omni Vehicle Antennas |
| 2 VHF 30 or 60 Day Transmitters | 2 Battery Testers |
| 2 Receiver Soft Cases | 2 Headsets with Adapters |
| 2 one year supply of batteries, bands | 2 Car Power Adapters |

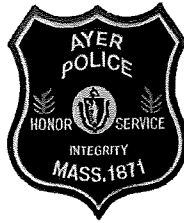
Start-up Cost \$ 4,500

*Instructor's travel expenses not included

PLI-3000 comes with a six year unconditional warranty

Steps to Join Project Lifesaver:

1. **Submit a "Letter of Intent"** on departmental letterhead stating a desire to join Project Lifesaver, a contact person w/ contact info, shipping & billing address(es), and a list of any additional equipment to purchase
2. **Sign Project Lifesaver's Operational Agreement** for New Agencies and return to Project Lifesaver, Trish Connor, tconnor@projectlifesaver.org.
3. **Schedule Training dates** with Project Lifesaver International Training Division



The Ayer Police Department would request that our agency purchase two additional packages for our community needs. That would give our agency 6 antenna's, allowing 6 families with children or adults that are high flight risk the opportunity to have another safety net in place. This also allows the Ayer Police Department to respond accordingly to that known risk and allow the officers to have a better advantage at bringing home the missing person.

Research shows that person(s) with Autism might:

- Have an impaired sense of danger.
- Wander to bodies of water, traffic or other dangers.
- Be overwhelmed by police presence.
- Fear a person in uniform (ex. fire turnout gear) or exhibit curiosity and reach for objects/equipment (ex. shiny badge or handcuffs).
- React with "fight" or "flight".
- Hide in tight, small spaces

"Project Lifesaver" allows the police officers to respond with the best-known practices and methods available to them. "Project Lifesaver" allows officers to track those who are most vulnerable with advancing technologies in order to have a positive outcome.

During one of Detective Barhight's informational meetings, she met the Murphy family. Andrea and Matt Murphy are the parents to 6-year-old twin boys Ronan and Connor, both who have severe Autism. They are non-verbal and have the tendency to wander and have no sense of danger. Like any parent, there is a fear of the worst, and as a parent who has a child with a developmental disability that fear can be compounded, especially when they have a history of wandering. As we know, our police officers have families of their own and one of the reasons Detective Barhight feels so invested in this program and any program that can assist officers in their response to citizens with developmental disabilities is that Detective Barhight also has a son with Autism. She can empathize with new parents who have had and will have the same concerns she had when she first found out. She is an instructor for the Academy and makes it her purpose in implementing sound and safe practices for our community in dealing with those who suffer from cognitive challenges. She knows the Murphy's fears all too well.

During her interaction with the Murphy's, Matt Murphy informed her that he would like to start a crowd campaign with the blessing of the Ayer Police Department and the Town of Ayer. These funds would be raised in the "Go Fund Me" format and be used by the Ayer Police Department in order to pay to bring "Project LifeSaver" to the Town of Ayer.

Implementation of the program:

Upfront Cost Training: \$8,576 (6 Officers/1 Sgt) 2 Day Training

Equipment Costs: \$4,500 for start-up



\$1075 for extra receiver

Each transmitter \$325 (6) needed

Replacement: Yearly battery and band \$100 per unit.

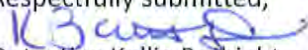
Total cost for first year: 16,101

Total future cost: \$800, and replacements as needed

There is no Membership Fee, NO annual Fee.

Detective Barhight is committed to the safety and education of our developmental disabled population and believes in order to move the Ayer Police Department forward for this population would be to bring on "Project Lifesaver" for the Ayer community. I respectfully ask for the backing of the Town of Ayer Selectboard, the residents of Ayer, Town Manager Robert Pontbriand and Chief Brian Gill in allowing the Murphy family raise funds to help bring Project Lifesaver to fruition.

Respectfully submitted,


Detective Kellie Barhight



Why Choose Project Lifesaver?

Project Lifesaver is the pioneer organization in the radio tracking and locating of at risk individuals. It developed all the techniques and methods being copied by other groups.

It was founded and is still led by first responder law enforcement personnel with years of experience in search and rescue and law enforcement.

- **It is a 501c3 nonprofit organization. It has no stock holders, investors or owners making a profit from the sale of equipment.**

It is a complete program, with training, support, equipment and consultation.

It is frequently asked to consult on at-risk searches and has participated in several policy making committees on the subject.

It frequently advises its members of changes and advancements in the fields of interest.

It provides a secure, password protected database, free of charge, for its members to utilize in the program.

It continually works to improve the equipment and training in its program.

The equipment is the most advanced in its field and carries an unheard of warranty not matched in the electronics industry.

- **Agencies own the equipment, it is not loaned, leased, or subject to recall should the agency not place an acceptable number of transmitters in its area.**

Its leaders are all veteran law enforcement and have participated in numerous radio tracking searches. They have experience, unlike other copycat organizations.

It hosts a member conference each year where members can gather to learn of advancements and interact for best practices. It is endorsed by numerous professional and advocacy organizations.

It is recognized by numerous awards
for excellence.

• **It was recognized by the Department of Justice with the award of grants which renewed several times to enable agencies to join the program. 227 agencies joined Project Lifesaver as a result of this funding.**

It has been referred to as
"The Gold Standard" of this field.

• **Regardless of an Agency's financial situation, there is a program to assist them and their citizens.**

It has an established award program to recognize performance of its members. It certifies each participant and its training programs are approved by several law enforcement certification organizations.

• **It does not apply pressure to member agencies to place any quota of transmitters to cover the cost of equipment provided.**

Any agency considered a locating program for its citizens should consider whether a for profit company offering anything for free, is really free! Also, is your agency willing to become a sales agent for a for profit company?

If approached by anyone claiming to represent Project Lifesaver, make sure they are genuine and not representing an organization that is trying to gain business by claiming or implying they are part of our trademarked and copyrighted organization.

There is only one genuine
Project Lifesaver International!

PROJECT LIFESAVER INTERNATIONAL

FLORIDA OFFICE
International Headquarters
201 SW Port St Lucie Blvd
Suite 202
Port St Lucie FL 34984
772-446-1271

CHESAPEAKE OFFICE
Operations, Training & RFEquipment
815 Battlefield Blvd S
Chesapeake VA 23322
757-546-5502

Toll Free: 877-580-LIFE
www.projectlifesaver.org



Project Lifesaver®

Active Membership

Operational Agreement and Standards

Project Lifesaver Standard: *The only reason an agency should join Project Lifesaver is to utilize this program to help your community, the people in that community, and others that have the tendency to wander. This program was created with two goals in mind - to streamline search and rescue procedures and to help save lives. This program will only succeed if the agency being trained accepts ownership in this program and encourages community participation, as well as works with their local media to actively promote the program to the public. Remember, you must be hands on and know the program will not run itself once you have completed your training. You must be dedicated to helping those in your community and want to be an active participant in this program*

1. Must be a recognized public safety organization, i.e.: police, sheriff, fire, search and rescue, VA Hospital, nursing home or assisted facility that is part of/sponsored by a public safety organization. Agency must appoint a "Program Administrator" to supervise the program.
2. Agency or Organization Program must utilize title - Project Lifesaver, in the program name.

3. All personnel participating in the program as a responder must successfully complete operator training and be certified as an Electronic Search Specialist by a Project Lifesaver Instructor. Re-certification must be accomplished once every two years.
4. Personnel not trained or certified as Project Lifesaver Electronic Search Specialists are not to be allowed to operate any equipment in an actual missing persons search.
5. All electronic equipment and program components must be purchased or obtained from Project Lifesaver International.
6. All Project Lifesaver insignia, patches, decals and other identification logos or insignia must be obtained from Project Lifesaver Headquarters.
7. The Project Lifesaver Logo is a registered trademark as is the Project Lifesaver name. Based on this, agencies must submit a copy of brochures or printed matter containing these items to Project Lifesaver Headquarters for accuracy screening.
8. Personnel trained in Project Lifesaver techniques and protocols may not utilize such training knowledge to instruct anyone, unless certified as an instructor and as authorized by PLI Headquarters.
9. Instructors are only permitted to train personnel in their organization unless specifically designated as a “National Instructor” or “State Coordinator”.
10. Agency Instructor certification is valid only for the Project Lifesaver Program and equipment and not for any other similar type of equipment or other business.
11. After action reports must be entered in the portal so that the information is relayed in a timely manner to Project Lifesaver International Headquarters.
12. Participating organizations agree to assist neighboring Project Lifesaver organizations upon request if manpower is available.

13. Project Lifesaver is copyrighted, thus participating organizations must display the Project Lifesaver Logo, as prescribed.
14. An Agency may have the right to drop from the program, after 1 year, end its own program and terminate this Active Membership Operation Agreement and Standards without cause by giving forty -five (45) days prior written notice of intention to terminate specifying the date of termination. Project Lifesaver program shall not be run concurrently with any other for-profit or non-profit similar program. In the event of Project Lifesaver termination, we will not be responsible for the use of equipment obtained from Project Lifesaver in a similar program, nor shall the use of training materials or procedures from Project Lifesaver be used in such program.
15. Project Lifesaver certifications and guidelines cover the Project Lifesaver Program and Equipment only. The Program has been carefully formed and the equipment has been thoroughly tested to provide only the best to our member agencies. For this reason, if any other organization or company places a non-Project Lifesaver transmitter or supplies you with any other non-Project Lifesaver equipment for use in your jurisdiction, your decision to search for any person wearing/ using a non-Project Lifesaver transmitter or your organization searches using any other non-Project Lifesaver equipment, you do so at your own risk. Project Lifesaver is not responsible or liable for any search or action in which non-Project Lifesaver equipment is utilized.
16. All training and search procedures, materials, techniques, and certifications are copyrighted through Project Lifesaver International.
17. Agencies in violation of these operating procedures and guidelines are subject to decertification removal from the Project Lifesaver program.
18. New agency training is intended for joining member agency and personnel only. Any additional agency attending a training class must have submitted a separate letter of intent, a signed operational agreement and have obtained prior approval from Project Lifesaver International to attend said training. These additional agencies must have already paid the initial start-up costs.

19. An Agency starting Project Lifesaver will be responsible for the initial start-up cost for a new agency as well as travel expenses for the instructor's lodging, meals, transportation, fuel, fares, tolls etc. The agency will receive, in addition to items listed in sections 23 and 24, two emergency response packages. Each package consists of 1 receiver w attached antenna and carry case, 1 VDC Power Cable, 1 Headset, 1 Omni Antenna, 1 VHF Transmitter, 6 Batteries, 6 Bands, and 1 Battery Tester.

20. **Umbrella and associate members:**

Any agency wishing to form a group and act as the umbrella organization may do so under the following conditions:

- a) An agency may join as an associate member working underneath another agency that is joining as a full member. Associate member agencies must be located in the same jurisdiction of the full member agency only. Restrictions apply for Associate Members and prior approval from Project Lifesaver must be obtained. The agency must submit the required letter of intent, signed operational agreement and a payment of \$500 (associate member fee). If this associate member agency desires to upgrade to full member status, it must pay the remaining part of the membership model and training fees and execute new membership documents.
- b) Associate members may be certified to operate any equipment belonging to the full member agency. If at any time the associate member agency comes into proprietary possession of all equipment belonging to the full member agency for its own use it will then be considered a full member. If this occurs an invoice will be generated for the balance of the full member membership costs and their status will be changed to a full member agency.
- c) No one attending a training class that has not adhered to the above conditions nor has prior approval from Project Lifesaver International Headquarters will receive certification.

21. Project Lifesaver, on the one hand, and the Agency, on the other hand, agree to indemnify and hold harmless and defend the other and their respective officers and employees from and against all claims and suits by third parties for damages, injuries to persons, property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, the party's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the party, its officers, employees, agents, subcontractors, licensees, or invitees.
22. The Contract shall be governed by the laws of the State of Virginia without regard to its conflict of laws principles. The parties agree and consent, and waive opposition to, the exclusive jurisdiction and venue of the federal or state courts of Virginia for all disputes arising out of or relating to this Agreement.
23. Agency will receive a two-day training course for up to 7 officers covering Alzheimer's, Autism, Down syndrome, and other related disorders. Also provided is orientation into understanding characteristics, wander behavior motivations, search techniques, complete background of the Project Lifesaver Program as well as extensive training utilizing the PLI Portal. Successful attendees will be certified as Electronic Search Specialists. Agency will also receive a one-day Instructor Course for up to 7 attendees that completed the Basic Operator Course. Instructors will be certified to teach within member organization to certify staff or re-certify existing staff.
24. Membership includes agency enrollment with the Alzheimer's Foundation of America (AFA), Technical Assistance, Program Guidance Advice, up to date information on new items, Annual Conference Benefits, Grant Opportunities, Agency Financial Services, Operator Certification and Re-certification, and eligibility for National Recognition and Awards. As a member of Project Lifesaver International (PLI), the AFA membership affords your agency all membership rights including the ability to apply for grants to support your program. To apply for these grants, your agency must be in good standing with PLI, and status will be validated prior to awarding any grant funds. Your agency information may also be subject to being published on the AFA website unless you decline approval below by checking the *do not furnish our agency information* line. This will not affect your ability to apply for grants; however, the award of any grant will allow for the agency information to be published by the AFA.

_____ Agency information may be furnished to the Alzheimer's Foundation of America only to include agency name and contact information

_____ Do not furnish our agency information

Agency:

Signature of Agreement for Agency

Date

Name/Title (Printed)

Agency Name

Agency Address

City, State, Zip

Project Lifesaver International:

Signature of Agreement for Project Lifesaver

Name/Title

Date

**Sample Letter of Intent
(Must be on Departmental Letterhead)
(Can be faxed or mailed)**

Please accept this letter of intent on behalf of (Agency or Organization) to join Project Lifesaver.

The contact person for our agency will be:

Name
Office Number
Cell Number
Email Address
Fax Number

The shipping address for our agency is as follows:

Agency Name
Address
City, State, Zip

The billing address for our agency is as follows:

Agency Name
Address
City, State, Zip

Our agency would like to purchase the following equipment:

Our agency is being funded via (special grant, Pilot Club, etc.):

I understand that this amount does not include the travel expenses of the trainers.

Sincerely,

MEMO



To: Mr. Pontbriand
From: Chief Timothy P. Johnston
CC: Ms. Carly Antonellis
Date: September 15,2022
Re: Mutual Aid

Comments: As you and the Select Board are aware the topic of mutual aid came up at the spring town meeting. Attached you will find a written explanation of what mutual aid is for both fire and emergency medical services. The Deputy fire chief and I would also like to present a brief power point at the Select Board meeting on September 20th. The purpose would be to give you and the Board a better understanding of how mutual aid works and how it impacts the town of Ayer and surrounding communities.

We look forward to meeting with you and the Board to answer any questions you, the Select Board or the public may have.

AYER FIRE DEPARTMENT



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

Timothy P. Johnston
Chief

MUTUAL AID

During the spring 2022 town meeting, the subject of mutual aid came up several times. The questions were about the fire department responses for Emergency Medical Services (EMS), Advanced Life Support (ALS) intercepts, and fire incidents. The information below is to give some clarity to what the fire department's annual responses are. But, first, I want to provide some information that defines mutual aid and how it works.

Mutual aid is **an agreement between fire departments to help each other across jurisdictional boundaries.**

Mutual aid occurs for the following reasons:

- The emergency exceeds local resources
- There is a preplanned agreement for a geographic area or business
- Massachusetts Emergency Management Agency (MEMA) activation of the statewide fire mobilization plan

The Town of Ayer has a formal agreement to send and receive EMS resources with many of our neighboring communities. Resources can be requested for both fire and EMS responses that overwhelm our local resources because of the size of the incidents or the number of simultaneous incidents. We also have an automatic aid agreement for any reported fire in the Town of Shirley north of Rt2A. Additionally, we can request or send resources as part of the activation of the statewide fire mobilization plan. Typically, this plan is only activated for large-scale incidents that will have a long duration of operations. This response is directed by MEMA and is used to provide resources from outside the requesting community's geographic area.

Large municipalities typically have enough fire and EMS resources to manage local incidents without assistance. However, in the case of multiple alarm fires, mass casualty incidents (MCIs), or large-scale hazardous material (Hazmat) incidents, that municipality may call in resources from surrounding towns to either respond directly to the incident scene or take up quarters in their fire and EMS stations.



Smaller municipalities like the Town of Ayer and our neighbors rely on mutual aid more heavily to meet operational expectations. Ayer currently staffs four 24-hour shifts with four personnel assigned to each. The personnel are assigned to cover a combination of the primary engine and the ambulance. Ayer's resources allow us to respond to most calls without mutual aid. These responses include fire alarm activations, automobile crashes, gas leaks, EMS calls, and other calls for service. However, when incidents that will quickly outpace our capabilities are reported, such as a structure fire, Mass Casualty Incidents (MCI), or significant Hazmat incident, mutual aid is requested immediately. Additional mutual aid can also be requested as an incident progresses, and the need for resources is identified by the Incident Commander in charge of the emergency scene. Our requests from other towns are predefined and are quickly relayed through our dispatcher to the appropriate resources. These requests are planned on a "run card" that classifies responses by alarms. The more help needed, the higher the number of alarms requested; an alarm represents the request of between 3 – 7 individual units.

In addition to mutual aid being assigned to an ongoing incident, they can also be requested to fill several other roles. For example, the mutual aid companies can be assigned to station coverage, a process of staging available equipment and personnel at the community's fire station. This coverage allows for a shorter response time when additional alarms are requested at the scene. This coverage can also be accomplished by staging additional alarms at a dedicated staging area closer to the incident. Another use of mutual aid would be to have those companies dispatched directly to respond to simultaneous calls within the community.

An additional way that mutual can be utilized is with the Massachusetts Fire Service and EMS Mobilization Plan. The plan organizes the fire and EMS resources throughout the Commonwealth into regions and fire districts and is managed by MEMA. The program allows for resources to be requested outside the normal operating area for large-scale or prolonged events. The plan facilitates meeting operational needs at a large-scale event without stripping the resources from an entire geographic region. In the past, Ayer has responded to activations in Worcester, Amesbury, Springfield, Spencer, Andover, and most recently to Saugus and Ashby. Ayer has also received assistance using the plan with the large brush fire that lasted several days on the Groton and Ayer line around Long pond.

Statutory Requirements

Mutual aid is covered in MGL Chapter 40 Section 4-J; the town has accepted this section. This law is considered the public safety mutual aid framework for Massachusetts. This statewide mutual aid agreement provides aid in case of a public safety incident. The town also accepted the chapters that cover public works and emergency management.

Mutual aid for EMS is covered under written agreements for basic and advanced life support. Our service also falls under 105 CMR 170.355, which states, "No service, or agent thereof, including but not limited to its EMS personnel, shall refuse in the case of an emergency to dispatch an available ambulance and to provide emergency response, assessment, and treatment, within the service's regular operating area, in accordance with the Statewide Treatment Protocols, at the scene or during transport, or to transport a patient to an appropriate health care facility."

Impact for Ayer

Mutual aid is vital to the department's operational plan. The need to use mutual aid grows yearly as our volume increases and job responsibilities expand. With only four personnel on duty, the department can respond with one engine company to any call. The additional apparatus needed comes from multiple sources. Mutual aid is started as soon as the need is recognized; those companies are coming from a further distance and can take 5 – 10 minutes to reach the scene. The department also recalls off-duty personnel to respond with the following Ayer apparatus. The apparatus can be delayed because these members have come into the station with the flow of traffic. In addition, the distance and time it takes for call-back personnel to return has been rising because career members live further away from Ayer because of housing costs. The department also utilizes on-call firefighters that reside in the community. Their response faces a similar delay due to the need to respond to the station with traffic. Additionally, the availability of on-call personnel has been declining year after year. These issues are not unique to Ayer, which is why our department and neighbors all use a similar model that incorporates all three options for apparatus and personnel to provide the best service for the community.

There is also a question of how much does mutual aid cost a community? Let us say there is a large fire in Ayer, and 12 fire units respond mutual aid. Ayer does not pay for the equipment or personnel from the 12 communities, just like Ayer is not reimbursed for providing fire coverage to our neighbors. The difference on the EMS side is that if the ambulance responds mutual aid, and we are the transporting agency, we bill the patient's insurance for the trip. If we provide an ALS intercept to another transporting agency, we bill that community for the intercept. All the revenue generated by the ambulance is collected into an enterprise account to offset future operating and capital expenses.

What has been done

The department continually monitors the calls for service and the department's ability to meet that need independently and in conjunction with mutual aid. Several years ago, the town and the Firefighters Union identified that the department's operations could significantly improve by adding an additional firefighter per shift. The issue of reduced staff availability and an increasing call volume led to the determination that the department would apply for additional staffing through the SAFER grant. The grant was a way to provide the town the ability to incrementally increase the department's budget to take on the expense of the new positions permanently. This staffing offers several benefits to the department and the community. First, bringing the primary engine staffing to four personnel improves the department's operation and increases the level of safety for the firefighters on the truck. This staffing allows the department to adhere to the guidelines in NFPA 1710 that require four firefighters per engine. Finally, the now four-person engine, combined with our on-call, call back, and mutual aid requests, bring us to the staffing needed for structural firefighting much faster.

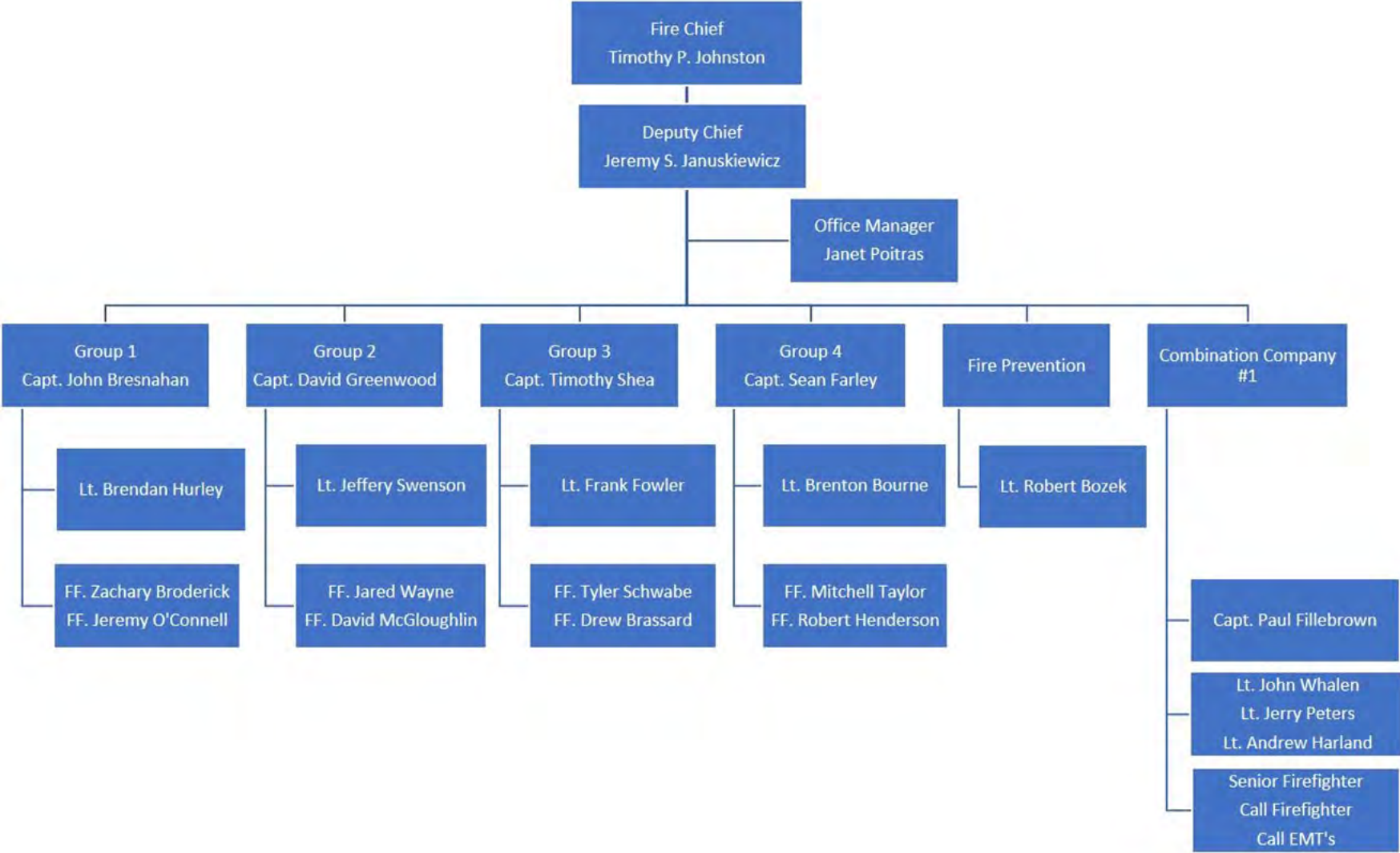
Additionally, the additional staffing allows for both ambulances to be ready to respond immediately. Having both ambulances staffed is essential because it has become increasingly common to have multiple medicals simultaneously in recent years. Staffing both ambulances is also crucial because the state's treatment protocols require our ambulances to travel to more distant specialty centers. The additional staffing allows for the second ambulance to be ready to support the town.

NEXT STEPS

- Review and update Ambulance transport rates
 - Rate ALS-1 \$1,205.90 Medicare \$ 498.49
 - Medicare transport rate is 69%
 - Advanced Life Support intercept rates \$275.00
 - Last reviewed since 2009.
- No additional funding for increased ALS intercepts, this is done with on duty personal
- Continue to support paramedic programs, such as paramedic ride along
- Evaluate use of a fly car (non-transport) for ALS Intercept
- Monitor availability of private ambulances for interfacility transfers



Ayer Fire Department Chain of Command



What is Mutual aid?

Mutual aid is **an agreement between fire departments to help each other across jurisdictional boundaries.**

Reasons to call for mutual aid

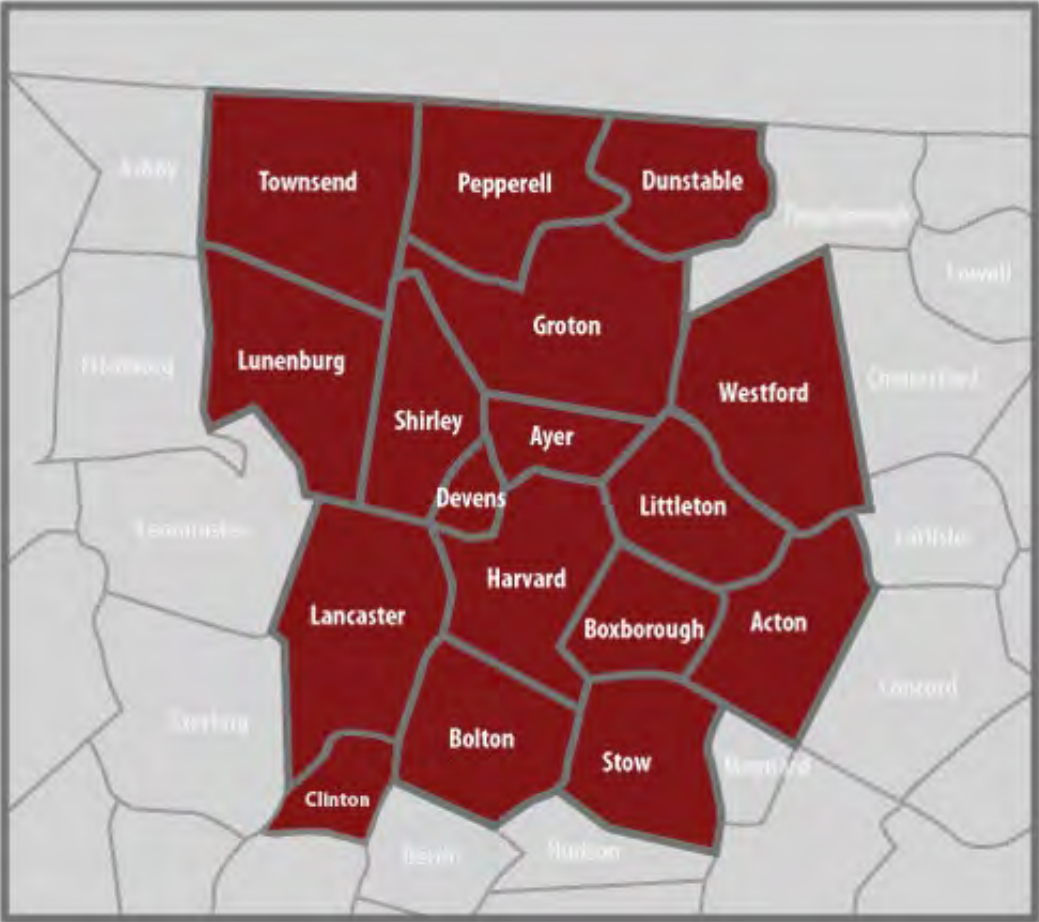
- The emergency exceeds local resources
- There is a preplanned agreement for a geographic area or business
- Massachusetts Emergency Management Agency (MEMA) activation of the statewide fire mobilization plan

Ten Alarm Run Card

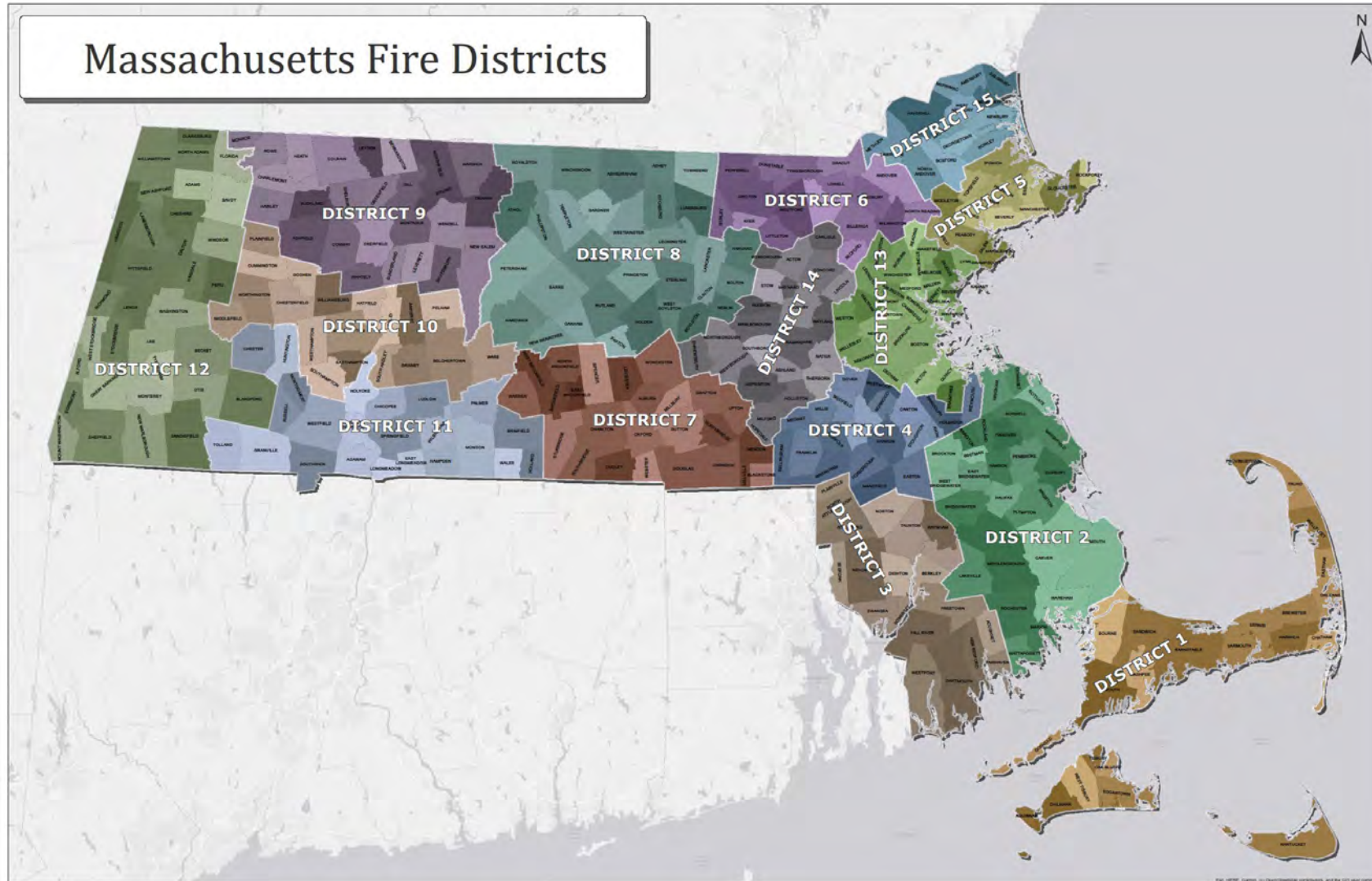
	INCIDENT RESPONSE						STATION ASSIGNMENTS				NOTES	
ALARM	ENGINE	ENGINE	ENGINE	LADDER	RIT		ENGINE	ENGINE	ENGINE	LADDER		
Reported Fire / 1st	AYER E-2	AYER E-4	Devens E-4	AYER L-1	Shirley E-3							Additional Ambulances Medstar / Lunenburg Littleton / Westford Pepperell / Townsend Additional Ladders Fitchburg(T) / Westford(T) Pepperell / Townsend Devens / Shirley Special Call Prompt IC For: Rehab Unit DFS 2nd Alarm ISU Unit DFS 4th Alarm
WF	Groton / Littleton			Groton / Littleton	Lunenburg L-1			Westford				
2nd	Westford						Harvard	Leominster				
3rd	Leominster	Harvard					Fitchburg	Pepperell				
4th	Fitchburg	Pepperell		IC Instruction			Townsend	Acton				
5th	Townsend	Acton		IC Instruction			Boxboro	Dunstable				
6th	Boxboro	Dunstable					Sterling	Clinton				

Firefighters Per 24 Hour Shift

- Ayer 4
- Shirley 2
- Devens 6
- Groton 2
- Littleton 4
- Harvard 0
- Westford 10
- Lunenburg 3



Statewide Fire Mobilization Plan



Statutory Requirements

MGL Chapter 40 Section 4-J

A party that receives a request for mutual aid assistance shall provide and make available, to the extent reasonable and practicable under the circumstances, the resources requested; provided, however, that a sending party may withhold requested resources to the extent necessary to provide reasonable protection and coverage for its own jurisdiction.

105 CMR 170.355

(A) No service, or agent thereof, including but not limited to its EMS personnel, shall refuse in the case of an emergency to dispatch an available EMS vehicle and to provide emergency response, assessment and treatment, within the service's regular operating area, in accordance with the Statewide Treatment Protocols, at the scene or during transport, or to transport a patient to an appropriate health care facility in accordance with the applicable service zone plan.

Issues Facing the Staffing Level

- Increasing call numbers
- Fewer career staff living in the community
 - Housing cost is driving employees to live further away
- Less availability of call members
 - Increase in demand for training hours (NFPA, OSHA, OEMS)
 - Less free time to volunteer due to other commitments
 - Jobs that do not accommodate response during the day or late at night

2021 Call Volume

Fire Incidents – 771

Received

Mutual Aid Requested 5 Events 17 Units

- Devens 4
- Shirley 3
- Littleton 3
- Groton 2
- Lunenburg 2
- Leominster 1
- Harvard 1
- Westford 1

Sent

Mutual Aid Given 27 Events 1 Unit

- Devens 3
- Shirley 2
- Littleton 3
- Groton 7
- Lunenburg 1
- Leominster 3
- Harvard 2
- Westford 3
- Boxborough 1
- Dunstable 1
- Pepperell 1

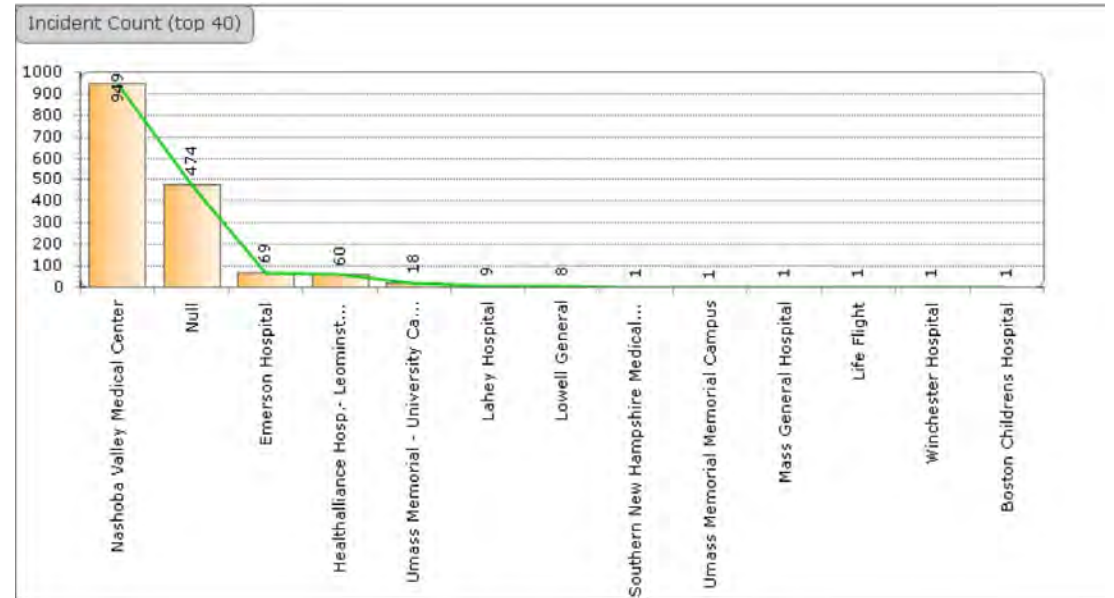
2021 Call Volume

1593 Patient Contacts

Call Type



Destination Facility



SAFER

- Staffing for Adequate Fire and Emergency Response
- Assist in increasing the number of firefighters to help communities meet industry minimum standards
- Grant recipients must demonstrate an increased compliance with NFPA 1710 or 1720 assembly and deployment standards
- 3-year program with no local match covering salary and average benefits package
- The initiative was an effort to improve firefighter safety
- Achieve a faster response time

Next Steps

- Review and update Ambulance transport rates
 - Rate ALS-1 \$1,205.90 Medicare \$ 498.49
 - Medicare transport rate is 69%
 - Advanced Life Support intercept rates \$275.00
 - Last reviewed since 2009.
- No additional funding for increased ALS intercepts, this is done with on duty personal
- Continue to support paramedic programs, such as paramedic ride along
- Evaluate use of a fly car (non-transport) for ALS Intercept
- Monitor availability of private ambulances for interfacility transfers

Comparison of Room Furnishings

Legacy Room



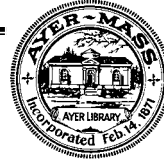
Modern Room



03:50



Smithsonian
Laboratory



MEMORANDUM

Date: September 15, 2022
To: Select Board
From: Dan Van Schalkwyk, P.E., Director
Subject: **Agenda Items for September 20, 2022, Select Board Meeting**

1. Discontinuance of the Bottled Water Rebate

On July 14, 2021, the Select Board voted to offer bottled water rebates to customers of the sensitive subgroups of PFAS6. Ayer's water is now completed treated for PFAS6 and concentrations are non-detect. The DPW recommends the Board vote to discontinue the bottled water rebate program retroactive to the date of full operation of the Spectacle Pond PFAS Water Treatment of July 25, 2022.

2. Lead Service Line Application for SRF Funding

Under the Lead and Copper Rule Revisions finalized in 2021, EPA is requiring all public water supply systems to develop and submit a lead service line (LSL) inventory to MassDEP by October 16, 2024. The Massachusetts Clean Water Trust (CWT) is providing financial assistance for the LSL inventories via the Drinking Water State Revolving Fund (SRF). A special LSL Planning Program has been created by the CWT with 100% loan forgiveness and is available on a first come first serve basis. We recommend the Board authorize the Town Manager to file the application for SRF funding.

3. Agreement for Pirone Park Playground Phase 1 Demo

At the September 7, 2022 Select Board meeting, the Board awarded the Contract for the Phase 1 playground project at Pirone Park, titled "Demolition of Playground and Soil Remediation Pirone Park Playground" in the amount of \$173,000.00. The Contractor has provided the required bonds, insurance, and signed agreements.

Requested Motion – Vote to execute the contract for the Demolition of Playground and Soil Remediation project in the amount of \$173,000 for signature by the Chair.

AUTHORITY TO FILE

Whereas, the **Town of Ayer**, after thorough investigation, has determined that the work activity consisting of:

Lead Service Line Inventory and Replacement Plans

is both in the public interest and necessary to protect the public health, and that to undertake this activity, it is necessary to apply for assistance; and

Whereas, the Massachusetts Department of Environmental Protection (MassDEP) and the Massachusetts Clean Water Trust (the Trust) of the Commonwealth of Massachusetts, pursuant to Chapter 21 and Chapter 29C of the General Laws of the Commonwealth (Chapter 21 and Chapter 29C) are authorized to make loans to municipalities for the purpose of funding planning and construction activities relative to Water Pollution Abatement Projects; and

Whereas, the Applicant has examined the provisions of the Act, Chapter 21 and Chapter 29C, and believes it to be in the public interest to file a loan application.

NOW, THEREFORE, BE IT RESOLVED by the **Town of Ayer** as follows:

1. That the **Town Manager** is hereby authorized on behalf of the Applicant to file applications and execute agreements for grant and/or loan assistance as well as furnishing such information, data and documents pertaining to the applicant for a grant(s) and/or loan(s) as may be required; and otherwise to act as the authorized representative of the Applicant in connection with this application;
2. That the purpose of said loan(s), if awarded, shall be to fund construction activities.
3. That if said award is made the Applicant agrees to pay those costs which constitute the required Applicant's share of the project cost.

Jannice L. Livingston, Chair

Shaun C. Copeland, Vice Chair

Scott A. Houde, Clerk

AYER SELECT BOARD

SECTION 00510**AGREEMENT
(EJCDC)**

THIS AGREEMENT is by and between Town of Ayer, Massachusetts
(hereinafter called OWNER) and Brighter Horizons Environmental, Inc
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **DEMOLITION OF PLAYGROUND AND SOIL REMEDIATION .**

ARTICLE 2 - CONTRACT TIMES*4.01 Contract Time*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. Work will be substantially complete within 100 calendar days after the date when the Contract Time commences to run provided the General Conditions, and completed and ready for final payment within 110 calendar days after the date when the Contract Time commences to run.

4.02 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.01 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$ 200 for each day that expires after the time specified in paragraph 4.01 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$ 500 for each day that expires after the time specified in paragraph 4.01 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES*6.01 Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the last day of each month during performance of the Work as provided in paragraphs 6.01.A.1 and 6.01.A.2 below.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold:
 - a. 95 % of Work completed (with the balance being retainage).

- b. 95 % of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Work completed, less such amounts as ENGINEER shall determine and less 95 % of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.02 *Final Payment*

A. Upon final completion and acceptance of the Work OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

ARTICLE 7 - OMITTED

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

F. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

G. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

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

ARTICLE 9 - OMITTED

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings as specified.

10.02 *Assignment of Contract*

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Other Provision

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

Select Board Chair

By: _____

[CORPORATE SEAL]

Attest _____

Address for giving notices:

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

CONTRACTOR:

Brighter Horizons Environmental, Inc.

By: [Signature] Jason Squeglia, President

[CORPORATE SEAL]

Attest Maureen E. Norman Maureen E. Norman
Secretary

Address for giving notices:

201 West Main Street, Ayer, MA 01432

info@bhenv.com

License No. N/A
(Where applicable)

Agent for service of process: Jason Squeglia, President

Brighter Horizons Environmental, Inc.

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

Designated Representative:

Name: Jason Squeglia

Title: President

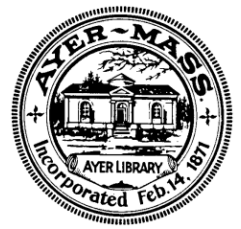
Address: 201 West Main Street
Ayer, MA 01432

Phone: 978-970-0500

Facsimile: 978-970-0501

END OF SECTION

Office of the Select Board
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: September 16, 2022

TO: Ayer Select Board

FROM: Robert A. Pontbriand
Town Manager

SUBJECT: Town Manager's Report for the September 20, 2022 Ayer Select Board Meeting

Dear Honorable Select Board Members,

I am pleased to transmit to you the following Town Manager's Report for the September 20, 2022 Ayer Select Board Meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

Administrative Update/Review of Town Warrant(s):

- At the meeting I will provide a brief Administrative Update on the various activities, initiatives, and projects of the Town since the Select Board last met on September 7, 2022.
- I have reviewed, approved, and signed the following Town Warrants since the Select Board last met on September 7, 2022:

Payroll Warrant #23-05 in the amount of \$388,669.65 was reviewed, approved, and signed on September 7, 2022.

Accounts Payable Warrant #23-05 in the amount of \$2,355,992.09 was reviewed, approved, and signed on September 13, 2022.

Fall Special Town Meeting Update:

- The Fall Special Town Meeting will take place on Monday, October 24, 2022 at 7pm in the Auditorium of the Ayer Shirley Regional High School. The deadline for Warrant Articles and Citizens Petitions is Friday, September 30, 2022 at 1pm. The Select Board is scheduled to review and approve the Fall Special Town Meeting Warrant at the October 4, 2022 Select Board Meeting.
- As of September 16, 2022 there are currently four (4) Warrant Articles. The following is a brief summary of the four (4) Articles:
 1. Community Preservation Funding in the amount of \$400,000 for NOAH's affordable housing (40B project) on Fitchburg Road.

2. Community Preservation Funding in the amount of \$31,000 for the historic restoration of the 1943 Howitzer at Town hall.
3. Street Acceptance of Woodland Way and Hemlock Drive from Woodland Way to its end (Pingry Hill Phase 4) as public ways.
4. Street Acceptance of portions of Riley Jayne Farm as public ways.

FY 2024 Budget and Proposed Budget Calendar:

- As the Town prepares for the FY 2024 Budget, the Executive Bi-Board has been developing the proposed FY 2024 Budget Calendar. Attached is the proposed DRAFT FY 2024 Budget Calendar (See attached). I would like to briefly review and discuss the proposed DRAFT FY 2024 Budget Calendar with the Select Board at the meeting. The plan would be for the Select Board to officially vote to approve the FY 2024 Budget Calendar at the October 4, 2022 Select Board Meeting. As in previous years, once the Budget Calendar is approved by the Select Board, any changes to the calendar including deadlines must be approved by the Select Board.

Approval of CPC Letter of Recommendation – Howitzer:

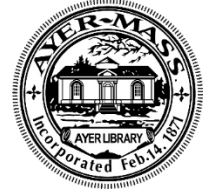
- The Town has applied to the Community Preservation Committee seeking up to \$31,000 in CPC funding for the historic preservation of the 1943 Howitzer located at Town Hall. There will be a Public Hearing for this project's funding application held on Wednesday, September 28, 2022 at 7:30pm on Zoom. I am respectfully requesting a letter of support for this application from the Select Board. Attached for your review and consideration is a proposed DRAFT letter of support (See attached).

Thank you.

Attachment(s): DRAFT Proposed FY 2024 Budget Calendar

DRAFT Select Board CPC Letter of Recommendation - Howitzer

Town of Ayer FY '24 Budget Calendar



August ☀️

- Open Fall Special Town Meeting Warrant (Completed August 16, 2022)

September 🍁

- Friday September 30, 2022 at 1pm*
Deadline for all Warrant Articles to the Select Board and all Citizen's Petitions to the Town Clerk

October 🎃

- Tuesday October 4, 2022*
Select Board Meeting - Review and approve Fall Special Town Meeting Warrant
- Friday October 7, 2022*
The Warrant will be publicly posted on the Town's website and at several locations throughout Town (Town Hall, Library, Police Station, Jack-O-Lantern, Pauline's Variety, Main Street Bank). Additionally, all Ayer households will receive a hard copy in the mail the week of October 17th or sooner
- Town Manager sends out FY '24 Capital Directive Out
- Tuesday October 11, 2022*
Rate Review Committee meets to discuss Calendar Year 2023 Transfer Station Rates
- Friday October 14, 2022*
This is the last day to register to vote to participate in the Fall Special Town Meeting, if you are not already a registered voter
- Monday October 24, 2022, 7:00 PM, ASRHS Auditorium***
Fall Special Town Meeting
- Friday October 28, 2022*
Capital Requests due from Departments

November



- Tuesday November 1, 2022*
Union Negotiations Begin (Town Hall Clerical Union)

- Wednesday November 9, 2022*
Capital Planning Committee Begins to Meet

- Tuesday November 15, 2022*
Select Board Meeting – Public Hearing #1 Transfer Station Rates; Public Hearing #2
FY '23 Tax Classification Hearing

December



- Friday December 2, 2022*
Town Manager sends out FY '24 Budget Directive

- Friday December 30, 2022*
FY '24 Budget Requests due from Departments

January



- Tuesday January 3, 2023*
Select Board Meeting – Calling of Annual Town Election

- Monday January 9, 2023*
Non-Union Negotiations Begin (Deputy Fire Chief, Fire Chief, Town Clerk)

- Friday January 13, 2023*
DRAFT #1 Budget to Select Board and Finance Committee

- Tuesday January 17, 2023*
Select Board Meeting - Open Annual Town Meeting Warrant

- Wednesday January 25, 2023*
1st Budget Public Forum

February



- Wednesday February 15, 2023*
Target date to end Union and Non-Union Contract Negotiations

March



- Wednesday March 1, 2023*
Regional School Assessments Due
- Wednesday March 8, 2023*
2nd Budget Public Forum
- Tuesday March 21, 2023*
Select Board Meeting – Public Hearing FY '24 Water and Sewer Rates
- Friday March 31, 2023 at 1pm*
Annual Town Meeting Warrant Closes - Deadline for all Warrant Articles to the Select Board and all Citizen's Petitions to the Town Clerk

April



- Tuesday April 4, 2023*
Select Board Meeting – Review and Approve Annual Town Meeting Warrant
- Select Board Approves FY '24 IDFA Budget
- Friday April 7, 2023*
The Warrant will be publicly posted on the Town's website and at several locations throughout Town (Town Hall, Library, Police Station, Jack-O-Lantern, Pauline's Variety, Main Street Bank). Additionally, all Ayer households will receive a hard copy in the mail the week of April 17th or sooner
- Monday April 24, 2023, 7:00 PM, ASRHS Auditorium***
Annual Town Meeting

May



- *Tuesday May 9, 2023*
Annual Town Election

DRAFT

**Office of the Select Board
Office of the Town Manager**



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

September 20, 2022

Janet Providakes, Chair – Ayer Community Preservation Committee (CPC)
One Main Street
Ayer, MA 01432

Re: Letter of Support to Town of Ayer Community Preservation Committee to fund the Restoration/Preservation of the (1943) Historic Ayer Howitzer at Ayer Town Hall

Dear Ms. Providakes,

The Ayer Select Board is writing this letter in strong support for the application by the Town of Ayer seeking local Community Preservation Act support to fund the restoration, renovation, and preservation of the (1943) 105MM M3 Howitzer, which serves as a historic memorial to Staff Sergeant Leon A. Cote (1919-1944) and all Ayer residents that served in the United States Military through the generations.

Located on the front grounds of Historic Ayer Town Hall, the (1943) Howitzer was gifted to the Town of Ayer in (1985) by the Cote Family of Ayer, having been brought from Ft. Devens. The (1943) Howitzer is a local heritage “touchstone” memorializing the shared and long-standing cultural, social, economic, military, and civic heritage between the Town of Ayer and the former Ft. Devens (1917-1996). The proposed heritage restoration/preservation project also includes the design and construction of a new concrete and granite-block base pad, which will serve to preserve the restored Howitzer for generations to come.

The project will also feature exterior lighting to illuminate this important piece of Ayer’s history at night. Finally, the original (1985) commemorative bronze plaque to Staff Sergeant Cote & All Ayer Military affixed to the original granite monument block will be properly placed to stand with the restored Howitzer and new base pad structure on the front grounds of Historic Ayer Town Hall.

The Select Board supports this important project as it is a perfect example of the purpose and intent of Community Preservation Funds in terms of the historic preservation of this important piece of Ayer’s history and military heritage. This project application represents a shared partnership between the Town of Ayer and the Community Preservation Committee in that the Town will fund \$8,000 of the total project costs with the application seeking \$31,000 from Community Preservation funds. With the support of the Community Preservation Committee, this project will be completed by an important collaboration of the CPC Committee; the Ayer Office of Community and Economic Development; the Ayer Facilities Department; and the Town Manager’s Office.

We thank you for your consideration and support of this important project application. The restoration of the 1943 Howitzer will ensure the preservation of this important part of our Town's history and will ensure that future generations will learn and appreciate the Town's history and military heritage. We would also like to take this opportunity to thank the Community Preservation Committee for all your dedicated, hard work with so many important projects over the years that have been made possible by CPC Funds.

Thank you for your time and consideration.

Sincerely,

Jannice L. Livingston, Chair

Shaun C. Copeland, Vice Chair

Scott A. Houde, Clerk

The Ayer Select Board

DRAFT

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



Broadcast and Recorded by APAC

Wednesday September 7, 2002
Open Session Meeting Minutes

SB Present: Jannice L. Livingston, Chair; Shaun C. Copeland, Vice-Chair; Scott A. Houde, Clerk (Entered at 5:49 PM)

Also Present: Robert A. Pontbriand, Town Manager
Carly M. Antonellis, Assistant Town Manager

Call to Order: J. Livingston called the meeting to order at 5:32 PM.

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

Approval of Meeting Agenda: R. Pontbriand asked to add an item under the Town Manager’s Report, an approval of a one-day liquor license for September 24, 2022.

Motion: A motion was made by S. Copeland and seconded by J. Livingston to approve the meeting agenda, as amended. **Motion passed 2-0.**

Announcements: S. Copeland thanked the Town Clerk’s Office for a successful State Primary Election.

Public Input: Pauline Conley, 40 Cambridge Street began to read a letter stating that she met with a group of 10 citizens on a committee who no longer wanted her to participate after speaking with “Town Administration”. She stated that when Town employees speak, they are representing the Select Board. R. Pontbriand asked for a Point of Order stating that he and Ms. Antonellis have rights under Massachusetts General Law, Chapter 30A, Section 21A, Exemption #1. He stated that it was completely inappropriate. J. Livingston stated to Ms. Conley that it was inappropriate and then stated to C. Antonellis, R. Pontbriand, and P. Conley that the feud has been ongoing for a longtime and they should just be adults and knock it off. C. Antonellis stated that she’s never even met Ms. Conley but reads all her comments on the Community (FB) Page that question C. Antonellis’ job performance. Ms. Conley continued to read her statement. R. Pontbriand stated he took exception with the comment that there was a feud. J. Livingston stated she used the term, and it was inappropriate. Ms. Conley left the table and went into the hallway. C. Antonellis stated that the person Ms. Conley was referring to came to the Town Administration seeking guidance. J. Livingston stated that if the public wants to make complaints about employees, they need to do it through the proper channels and not try to humiliate them.

Dan Van Schalkwyk, Director, Dept. of Public Works – Petition for Street Acceptance – Cowfield LLC., Portions of Riley Jayne Farm: D. Van Schalkwyk was in attendance. D. Van Schalkwyk reported that the Developer (Calvin and CJ Moore) has submitted their “As-Built” plans and he is in the process of developing a Punch List. He is looking for the SB to vote their intent to layout the street in advance of the Fall Town Meeting.

Motion: A motion was made by S. Copeland and seconded by J. Livingston to approve the intention to layout road acceptance for the remaining portion of Riley Jayne Farm Subdivision and to proceed to Town Meeting. **Motion passed 2-0.**

Public Meeting for Street Acceptance of Pingry Hill Phase 4 at Fall Town Meeting – D. Van Schalkwyk reported that the Planning Board voted at their meeting on August 23, 2022 to recommend that the Select Board accept Woodland Way and a portion of Hemlock Drive within the Pingry Hill Subdivision as a Town Street. He is asking the SB to execute the Order of Layout, which is included in the Packet.

Motion: A motion was made by S. Copeland and seconded by J. Livingston to approve the Order of Layout for Woodland Way and a portion of Hemlock Drive as presented in the packet. **Motion passed 2-0.**

Agreement for Grove Pond Water Treatment Plant Resin Filter Media Replacement – D. Van Schalkwyk presented a contract for execution for replacing the anion exchange (AIX) media at Grove Pond Water Treatment Plant. The DPW opened 2 bids for the project which ranged from \$352,026.00 to \$496,000.00. The low bidder is Calgon Carbon Corporation. The scope of work includes replacement of the AIX media in both vessels. The project will be paid from the Operations and Maintenance budget in the Environmental Services Cooperative Agreement (ESCA) with the U.S. Army.

S. Houde enters at 5:49 PM. D. Van Schalkwyk summarized the request to S. Houde.

Motion: A motion was made by S. Copeland and seconded by S. Houde to execute the contract with Calgon Carbon Corporation for the Grove Pond Water Treatment Plant Resin Filter Media Replacement in the amount of \$352,026 with for signature by the Chair. **Motion passed 3-0.**

Drought Update and Outdoor Watering Variance Discussion - Water & Sewer Superintendent Kimberly Abraham (via Zoom) joined D. Van Schalkwyk to give an update on the Drought and to discuss an outdoor water variance. D. Van Schalkwyk stated that the levels in the tanks have been increasing and there has been a decrease in usage. The State met earlier in the day and will maintain the level 3 drought status, as there is about a 10" deficit still at this time. He stated that after discussion with Superintendent Abraham that the DPW could handle variance requests in the fall to establish new lawns because it is the growing season. He is recommending that the SB lift the suspension on variances for outdoor watering for the establishment of new lawns only. S. Houde asked if one of the Spectacle Pond wells would be taken offline, since it has been pumping nonstop. D. Van Schalkwyk stated that is the biggest producer and there are no plans to shut it down because it would significantly reduce the supply.

Motion: A motion was made by S. Houde and seconded by S. Copeland to lift the current ban on variances for the purpose of establishing lawns. **Motion passed 3-0.**

Notice of Award – Pirone Park Playground Project – Jeff Thomas, Director of Parks and Recreation joined D. Van Schalkwyk. They were pleased to announce that bids were open for Phase 1 of the Pirone Park Playground Project, which is to remove the current structure and remediate the soil. This work should begin this fall. A total of nine (9) bids were received, with local company Brighter Horizons, Inc., being the low bidder at \$173,000. He is requesting that the Select Board award the contract to Brighter Horizons, Inc. of Ayer, MA.

Motion: A motion was made by S. Copeland and seconded by S. Houde to award Phase 1 of the Pirone Park Playground Project to Brighter Horizons, Inc. of Ayer, MA in the amount of \$173,000. **Motion passed 3-0.**

Alan Manoian, Director, Office of Community & Economic Development – FY '23 UDAG Budget Funding: A. Manoian referenced the memo in the packet. He is requesting UDAG funding in the amount of \$113,701 to pay for 50% of his annual budget. The other half is funded through the Omnibus Budget.

Motion: A motion was made by S. Houde and seconded by S. Copeland to approve \$113,701 in UDAG Funding for the FY '23 Economic and Community Development Budget. **Motion passed 3-0.**

Proposed Targeted New Enterprise Loan Program – A. Manoian presented a proposed loan program and referenced the memo in the packet. He stated that the "Targeted New Enterprise Loan Program" offers commercial loans up to \$200,000 at a competitive rate of interest as a municipal incentive-based lending program designed to attract sectors of new commercial enterprise, as proactively identified by the Town to locate, operate and expand in Ayer.

Town Manager's Report - Administrative Update/Review of Town Warrant(s): R. Pontbriand provided a brief Administrative Update to the Select Board on the various activities, initiatives, and projects of the Town since the Select Board last met and referenced the Town Warrants that are in the Select Board's packet that were approved since the Select Board last met. He gave a very brief overview of what the Special Fall Town Meeting Warrant will look like, noting two street acceptances and two potential zoning articles.

Appointments – COA Board of Directors and Cultural Council – R. Pontbriand is recommending that the Select Board appoint Ms. Marge Withee to the COA Board of Directors with a term to expire June 30, 2025.

Motion: A motion was made by S. Houde and seconded by S. Copeland to appoint Ms. Marge Withee to the COA Board of Directors with a term to expire June 30, 2025. **Motion passed 3-0.** Ms. Withee stated that she is very excited to be on the board and can't wait to start.

R. Pontbriand is also recommending that the following residents be appointed to the Cultural Council with the terms as follows: Susan Tordella-Williams June 30, 2023; Jin Hong June 30, 2024; Bob Williams June 30, 2024; Linda McGillicuddy June 30, 2025.

Motion: A motion was made by S. Copeland and seconded by S. Houde to appoint the following residents to the following terms on the Cultural Council: Susan Tordella-Williams June 30, 2023; Jin Hong June 30, 2024; Bob Williams June 30, 2024; Linda McGillicuddy June 30, 2025. **Motion passed 3-0.**

Request for UDAG Funding – COA Building Design Services/Due Diligence – C. Antonellis presented a request for \$31,000 dollars in UDAG funding to continue due diligence for selecting a site for a new senior center. The funding will cover 21E testing, wetland delineation, appraisal costs and continued site design services from Abacus Architects + Planners.

Motion: A motion was made by S. Houde and seconded by S. Copeland to approve the use of \$31,000 in UDAG funding for the continued due diligence for senior center site selection. **Motion passed 3-0.**

Historic Fire Station – Amendment for Extension to Original Agreement – South Bay Additional Removal: R. Pontbriand presented an Amendment for Extension relating to the Historic Fire Station located at 14 Washington Street. The Town originally sold the property to Cowfield Station, LLC (Mr. Calvin Moore) in 2018. As part of that original agreement the owner agree that within three (3) years, the owner would remove the South Bay addition on the station. Mr. Moore was granted an extension on August 3, 2021 to demolish the South Bay addition by the new deadline of August 1, 2022. In January 2022, Mr. Moore, sold the station to Seal Harbor Companies, LLC. The new owner, Seal Harbor Companies, LLC has yet to demolish the South Bay addition in accordance with the agreement and the August 1, 2022 deadline has passed. The new owner, Seal Harbor Companies, LLC has requested an extension until December 31, 2022 to remove the South Bay addition of the station. He is recommending approval of the extension.

Motion: A motion was made by S. Copeland and seconded by S. Houde to approve the Amendment for Extension between the Town of Ayer and Seal Harbor Companies, LLC. **Motion passed 3-0.**

Request for One Day Liquor License – C. Antonellis presented a request for a one-day liquor license from Amanda Dausman and Arber Kasa who will be getting married at St. Andrew's Parish on September 24, 2022. They would like to serve alcohol from 4:00 PM – 8:00 PM. She is requesting that the SB approve the one-day license.

Motion: A motion was made by S. Copeland and seconded by S. Houde to approve the one-day liquor license for Amanda Dausman and Arber Kasa for St. Andrew's Parish on September 24, 2022 from 4:00 PM – 8:00 PM. **Motion passed 3-0.**

New Business/Select Board Member Questions: None

Approval of Meeting Minutes:

Motion: A motion was made by S. Houde and seconded by S. Copeland to approve the meeting minutes from August 16, 2022. **Motion passed 3-0.**

Adjournment: A motion was made by S. Copeland and seconded by S. Houde to adjourn at 6:19 PM. **Motion passed 3-0.**

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

Date Minutes Approved by SB: _____

Signature Indicating Approval: _____