

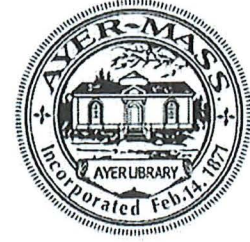
RECEIVED
NOV 03 2023



TOWN OF AYER
TOWN CLERK

8:30am

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



Tuesday November 7, 2023
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 – Change/Alteration of Premise pursuant to G.L. c. 138, sec. 12 – All Alcoholic Beverages Restaurant – Mark A. Diccico Enterprises d/b/a Lucia’s Tavola Ristorante, 31 Main St. Ayer, MA

6:10 PM

Dan Van Schalkwyk, Director, Department of Public Works

1. Agreement for Kiddie Junction Playground Improvement Project
2. Agreement for Wastewater Treatment Plant Boiler Replacement Project
3. Recommendation to Adopt Revised Regulations for Woodlawn Cemetery
4. Proposed Safety Zone – Washington Street

6:25 PM

Chuck Shultz, Facilities Director

Update on Great Hall Sound Improvement Project

6:40 PM

Town Manager’s Report

1. Administrative Update/Review of Warrants
2. Appointments
3. FY 2025 Budget Process Update

6:50 PM

New Business/Select Board Member Questions

6:55 PM

Approval of Meeting Minutes

October 17, 2023

7:00 PM

****Executive Session Pursuant to MGL Chapter 30A, Section 21A**

1. Exemption #2 (Non-Union Personnel) Building Commissioner Contract Amendment
2. Exemption #6 (Consider Acquisition of Real Property) 71 Sandy Pond Road

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

***The Select Board will adjourn at the conclusion of the Executive Session.*

The next regularly scheduled meeting of the Ayer Select Board will be held on Tuesday November 21, 2023 at 6:00 PM, both in-person and via Zoom.

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OCT 24 2023

5:00pm



TOWN OF AYER
TOWN CLERK

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



The Ayer Select Board will conduct an in-person and remote Public Hearing on Tuesday November 7, 2023 at 6:05 PM at the Ayer Town Hall, 1 Main Street, Ayer, MA 01432 regarding an application for a change/alteration of premise of current G.L. c. 138, sec. 12 All Alcoholic Beverages Restaurant from Mark A. Diccico Enterprises, LLC. d/b/a Lucia's Tavola Ristorante, 31 Main Street, Ayer, MA. Applicant is seeking to add 32 seats by expanding indoors 1,350 square feet into existing 35 Main Street and 1,700 square feet of outdoor space located on patio in rear of restaurant. For Zoom/Call-In information, please contact atm@ayer.ma.us or 978-772-8220 x100.

Name of Applicant: Mark A. Diccico Enterprises
d/b/a Lucia's Tavola Ristorante
31 Main Street, Ayer, MA 01432

Date of Public Hearing: Tuesday November 7, 2023

Time of Public Hearing: 6:05 PM

Location of Public Hearing: 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

OCT 17 2023

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

TOWN OF AYER
OFFICE OF THE SELECT BOARD

AMENDMENT-Change or Alteration of Premises Information

12:15 pm
CME

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) [REDACTED]

ENTITY/ LICENSEE NAME MARK A diCuccio Enterprises LLC DBA Lucia's Table Restaurant

ADDRESS 31 Main Street Ayer

CITY/TOWN Ayer

STATE MA

ZIP CODE 01432

For the following transactions (Check all that apply):

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

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

AMENDMENT-Change or Alteration of Premises Information

Change of Location

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

Alteration of Premises

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

1. BUSINESS ENTITY INFORMATION

Entity Name MARK A DiCicco Enterprises DBA LUCIA'S TAVERN RESTAURANTE	Municipality Ayer MA.	ABCC License Number [REDACTED]
---	--------------------------	-----------------------------------

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

To expand Dining Area To permanently include the patio and expand Dining Room indoors

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone Cell
Mark DiCicco	manager	[REDACTED]	[REDACTED]

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

expand into adjacent space @ 35 main street adding 32 seats
 OUT DOORS 1700 sq. indoor 1350 current 2275 sq. NEW TOTAL 5325 sq.

2B. PROPOSED DESCRIPTION OF PREMISES

Please provide a complete description of the proposed premises, 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. You must also submit a floor plan.

Dinning Room to expand into next unit @ 35 main street all on first floor also to include primitive BACK patio we have been serving in the past 3 years w/ covid approval.

Total Sq. Footage	92 currently + Alley	Seating Capacity	162	Occupancy Number	
Number of Entrances	8	Number of Exits	8	Number of Floors	1

AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION

3A. PREMISES LOCATION

Last-Approved Street Address

~~31 Main Street~~

Proposed Street Address

~~31 Main Street~~

3B. 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. You must also submit a floor plan.

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

3C. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Landlord Name

Landlord Phone

Landlord Email

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

4. FINANCIAL DISCLOSURE

Associated Cost(s): (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):

Associated Cost(s): Renovation cost

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
mark di Cecco	2 k
Total:	

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.
N/A			<input type="radio"/> Yes <input 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

APPLICANT'S STATEMENT

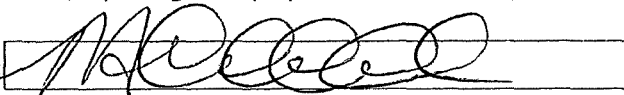
I, Mark A. diCicco the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of Mark A. diCicco Enterprises LLC
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: 10/3/23

Title: MANAGER

Dan Van Schalkwyk, P.E., Director
Kimberly Abraham, Water and Sewer Superintendent
Matt Herson, P.E., Town Engineer
Pam Martin, Business Manager



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

MEMORANDUM

Date: November 1, 2023
To: Select Board
From: Dan Van Schalkwyk, P.E., Director
Matt Herson, P.E., Town Engineer
Subject: **Agenda Items for November 7, 2023, Select Board Meeting**

1. Agreement for Kiddie Junction Playground Improvements Project

Attached is a contract for execution for the Kiddie Junction Playground Improvement Project, which was awarded by the Board at its last meeting. The Contractor, Cella Construction Co., LLC, has provided all necessary bonds, insurance, and other paperwork required for a full contract.

Requested Motion – Vote to execute the contract with Cella Construction Co., LLC, for the Kiddie Junction Playground Improvement Project in the amount of \$454,575.00 (for signature by the Chair)

2. Agreement for Wastewater Treatment Plant Boiler Replacement Project

Attached is a contract for execution for the Wastewater Treatment Plant (WWTP) Boiler Replacement Project. On October 6, 2023, the DPW opened two (2) bids for the project, in the amounts of \$105,450 and \$115,000. The low bidder, Aalanco Services Corporation, is qualified to perform the work and has provided all necessary bonds, insurance, and other paperwork required for a full contract.

Requested Motion – Vote to execute the contract with Aalanco Services Corporation for the Wastewater Treatment Plant Boiler Replacement Project in the amount of \$105,450 (for signature by the Chair)

3. Recommendation to Adopt Revised Regulations for Woodlawn Cemetery

The Ayer Cemetery Commission has been developing revisions to the Woodlawn Cemetery Regulations since 2022. At the Commission's October 16, 2023, meeting, the Commission voted to recommend the Select Board adopt the attached Regulations (included in the packet). Please note the attached Regulations were reviewed by Town Counsel.

Requested Motion – Vote to adopt the Town of Ayer Woodlawn Cemetery Regulations as included in the packet and recommended by the Ayer Cemetery Commission, effective immediately.

4. Proposed Safety Zone – Washington Street

Per MGL c. 90, § 18B, Municipalities may establish 20 mile per hour "safety zones" on public roadways without needing prior approval from MassDOT. Safety zones are intended to be used on roadways where vulnerable users may be present, such as parks, playgrounds, hospitals, senior citizen housing centers, and daycare facilities. The Town of Ayer Police and

Public Work Departments propose to establish a 20 mile per hour safety zone on a portion of Washington Street, in the approximate limits of Madigan Lane to the Groton Town line. A safety zone is proposed for this segment of Washington Street as there are vulnerable users travelling to the Nashoba Valley Medical Center and the Apple Valley Center. A brief presentation will be provided.

Requested Motion – Vote to establish a 20 mile per hour safety zone in the segment of Washington Street near the Nashoba Valley Medical Center and the Apple Valley Center.

**SECTION 00510
AGREEMENT
(EJCDC)**

THIS AGREEMENT is by and between Town of Ayer, Massachusetts
(hereinafter called OWNER) and Cella Construction Co., LLC
(hereinafter called CONTRACTOR).

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

ARTICLE 1 - WORK

1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: KIDDIE JUNCTION PLAYGROUND IMPROVEMENTS PROJECT.

ARTICLE 2 - CONTRACT TIMES

2.1 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 245 calendar days after the date when the Contract Time commences to run provided the General Conditions, and completed and ready for final payment within 130 calendar days after the date when the Contract Time commences to run.

2.2 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 \$ 500 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

- A. 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:

CONTRACTOR:

By: _____

By: Dee Bell

[CORPORATE SEAL]

[CORPORATE SEAL]

By: _____

Attest

Address for giving notices:

Address for giving notices:

29 STONY BROOK RD
BURLINGTON, MA 01803

(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.)

License No. _____
(Where applicable)

Agent for service of process: _____

Designated Representative:
Name:

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

Designated Representative:
Name:

Title:

Title:

Address:

Address:

Phone:
Facsimile:

Phone:
Facsimile:

END OF SECTION

OWNER-CONTRACTOR AGREEMENT

Town of Ayer

This agreement made the ____ day of _____, 2023 by and between the **Town of Ayer**
 Hereinafter called the "Owner", and Aalanco Services Corporation hereinafter called the "Contractor"
Name of Contractor

Witnesseth, that the Owner and the Contractor, for the consideration hereinunder named, agree as follows:

Article 1. Scope of Work: The Contractor shall perform all Work required by the Contract Documents for
Boiler Replacement Wastewater Treatment Plant 24DPW04 referred to in the Contract Documents prepared by
Ayer DPW Project Name and Number
Ayer DPW acting as and referred to as the "Engineer".
Architect/Engineer

Article 2. Time of Completion: The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" and shall bring the Work to Substantial Completion within **45** calendar days of said date.

Damages for delays in the performance of the Work shall be in accordance with Article 8.3.2 of the General Conditions of the Contract.

Article 3. Contract Sum: The Owner shall pay the Contractor, in current funds, for the performance of the Work,

One hundred five thousand four hundred fifty	Dollars \$	105,450.00
Contract Amount in Words		Contract Amount in Dollars

The Contract Sum is divided as follows:

Item 1: The Work of the Contractor, being all Work other than that covered by Item 2 \$ 105,450.00

Item 2: Subcontractors as follows (Not applicable for this project).

	Section - Trade	Subcontractor	Amount
1	_____	_____	\$ _____
2	_____	_____	\$ _____
3	_____	_____	\$ _____
4	_____	_____	\$ _____
5	_____	_____	\$ _____
6	_____	_____	\$ _____
7	_____	_____	\$ _____
8	_____	_____	\$ _____
9	_____	_____	\$ _____
10	_____	_____	\$ _____
	Total for Item 2		\$ _____

Article 4. The Contract Documents: The following, together with this Agreement, form the Contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein: The Advertisement, Bidding Documents, Contract Forms, Conditions of the Contract, and Specifications as enumerated in the Table of Contents, the drawings as enumerated in the List of Contract Drawings and all Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

Article 5. Alternates: The following Alternates have been accepted and their costs are included in the Contract Sum stated in Article 3 of this Agreement: **Alternate No(s):** **and**

Article 6. REAP Certification: Pursuant to M.G.L. c.62(c), sec.49(a), the individual signing this Contract on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Article 7. Validation: This Contract will not be valid until signed by the Board of Selectmen of the Town of Ayer.

In Witness Whereof, the Parties Hereto Have Caused This Instrument to be Executed Under Seal.

CONTRACTOR
HALANCO SERVICE CORPORATION
 Name of Contractor
80-B TUCKER ROAD WESTBOROUGH MA 01581
 Address
 By: Paula's McLaughlin
 Signature and Seal
 Witness Fatal

Town of Ayer

 Printed Name

 Signature and Seal

 Title
 Attest:

¹ If a Corporation, attach a notarized copy of the Corporate Vote authorizing signatory to sign Contract.

CERTIFICATE OF VOTE OF AUTHORIZATION

Date:

I Patrick O'Brien, Clerk of APALANCO SERVICE CORP. hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the 18 day of October at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That Michael McLaughlin (name) is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract to be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that Michael McLaughlin is duly elected/appointed VP of said corporation

SIGNED:

(Corporate Seal)

Patrick O'Brien

Clerk of the Corporation:

Print Name: Patrick O'Brien

COMMONWEALTH OF MASSACHUSETTS

County of Worcester

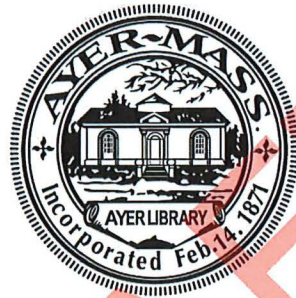
Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me, Patrick O'Brien

Notary Public; Renata M Falconi

My Commission expires: 2-1-24





Town of Ayer
Regulations for Woodlawn Cemetery

Adopted November 7, 2023

Board of Cemetery Commissioners

Woodlawn Cemetery Regulations

Ayer Department of Public Works (DPW)

25 Brook Street, Ayer, Massachusetts

The purpose of Woodlawn Cemetery is for the burial of human remains. When purchasing cemetery lots you are purchasing the Right to Bury human remains in the cemetery, Not the land itself. Perpetual care is included in the purchase of the lot(s) for maintenance by the DPW. Ownership of the property remains with the Town of Ayer. Visitation may only be from Dawn to Dusk.

1. Purchase of Lots and Burials

- A. Lots may be purchased by past and present residents of Ayer. A resident shall further be defined as an individual or their minor child whose legal residence is maintained in Ayer, is registered to vote in Ayer, or owner of property in Ayer.
- B. Each lot measures 3' wide by 9' long, with the monument inside the lot lines.
- C. The purchaser of the lot(s) will be issued a Deed for the Right of Burial.
- D. Burials – No interments shall take place on Sundays or official Town holidays.
- E. Lots and burial rights may be sold by the owners for no greater than the original purchase price, to their heirs or assigns, to someone in direct line of the family, or to a resident of Ayer. Rights for interment may be transferred or granted only upon approval of the Cemetery Commission.

2. Number of Burials Per Lot

- A. Each Lot may have 1 casket and 1 ash burial, or no casket and a maximum of three (3) ash burials.
- B. All caskets must be contained in a concrete vault.
- C. Ashes may be buried in a ceramic, granite, or metal container (urn) without a concrete; otherwise, they must be in a container inside a concrete vault.
- D. All containers must be approved by the DPW.

3. Perpetual Care

- A. As stated above, a portion of the proceeds from the sale of each grave lot is designated for the Perpetual Care Trust Fund.
- B. The Perpetual Care Trust Fund income does not include the maintenance, repair, or replacement of any monument placed or erected upon any lot.

4. Monuments

- A. Before a monument is installed, the purchaser must obtain a Monument Permit Application from the DPW.
- B. Only one monument, centered at the head of the lot, or group of lots purchased by the same person, is allowed per lot deed, with the exception of military flat markers.
 - a. **Sizes (including the monuments' base)**
 - i. Single Grave Lots: One (1) *upright monument* may not exceed 2' wide x 1' deep x 3' tall. Or a *flat marker*, at ground level, may not exceed 2' wide x 1' deep x 4" thick.
 - ii. Two to Three Grave Lots: One (1) upright monument may be 3' wide x 1' deep x 3.5' tall.
 - iii. Four to Six Grave Lots: One (1) upright monument may be 4' wide by 1.25' deep by 3.5' tall.
 - iv. No benches are allowed.
 - v. Military Flat Markers are 2' x 1' x 4" thick if granite; thinner if bronze. They may be at the foot of the grave of the deceased military person, in addition to an upright monument as a headstone, or at the top of the grave if there is no headstone.
 - b. **Lots for ashes**
 - i. Ashes may have a flat grave marker for each ash burial or one single grave sized upright monument headstone per lot

5. Use of Lots

- A. The lot must be paid in full before any work can be done by any individual.
- B. The placing of memorials or other work may not be done without the approval of the DPW. Written requests for modifications must be submitted to the DPW for approval.
- C. Bark mulch, borders or corner markers, crushed stone, raised lots, wooden structures, etc., are prohibited.

6. Plantings and Artificial Flowers

- A. **During mowing season, April 1 to October 31:** at the time of a burial, or on Memorial Day weekend, real or artificial wreaths, floral arrangements and small, potted plants may be placed on the burial side (FRONT) of the monument, not to exceed 18" in front of the monument, nor the width of the monument; and must be removed within two weeks' time. *Nothing may be placed in back of any monument. All artificial flowers must be placed in a cemetery vase.*
- B. **From November 1 to March 31:** Seasonal potted plants, real or artificial flowers, as stated above, in a vase, or wreaths may be placed in front of the headstone, not to exceed 18", or the width of the headstone and must be

removed two weeks after the holiday. Holiday pots must be removed within two weeks after the holiday. *Nothing may be placed in back of any monument.*

- C. It is prohibited to plant any new shrubs or trees.
- D. Existing shrubs or trees shall not be taller than 24", nor exceed the boundaries of the lot.

7. Decorations and Flags

- A. Only American flags no larger than 12" by 18" are to be displayed.
- B. Banners, metal objects, shepherd's crooks, or solar lights are prohibited.
- C. If, in the opinion of the DPW, any natural or manufactured objects that are deemed unsightly, detrimental, inappropriate, or in keeping with the regulations of Woodlawn Cemetery, the deed holder, heir or representative will be notified to remove said items. These items must be removed within 30 days of the notification. In the event that the DPW is unable to locate the deed holder, heir, or representative of the lot in question within 30 days, the DPW shall have the authority to remove said objects.

8. No implements, waste, trash, or other material shall be left on lots, paths or driveways.

9. Restoration and Alterations

- A. In the event that the DPW must restore a lot to the cemetery regulations, all expenses incurred will be the responsibility of the deed holder.
- B. In the event that the DPW is unable to locate the deed holder, heir, or representative of the lot in question within 30 days, the DPW shall have the authority to make necessary modifications to conform to the regulations.
- C. It is forbidden to alter any avenue or pathway on the grounds.

10. Firearms or other weapons shall not be brought into the cemetery, nor discharged near the cemetery, except as part of a military funeral or Memorial Day Ceremony.

11. The cemetery speed limit is 5 mph.

12. Pets – Pet walking is prohibited, with the exception of service animals.

13. **Damage or Loss** -The Town of Ayer shall not be responsible for any damage or loss of items on the lots, or articles removed from the cemetery for non-conformity.

14. The Town of Ayer has the full discretion to maintain Woodlawn Cemetery with integrity and respect for all those who share this cemetery as their final resting place.

DRAFT

DEFINITIONS Per Massachusetts Government, Public Health.

Chapter 114

Burial Right – the right to burial in a grave or lot held by the licensee of the grave or lot; however, the license is not equivalent to title to the property. Burial right to the entire lot of individual grave or rights may be granted or transferred by the licensee with approval of the governing body of the cemetery.

Cemetery – an area of land set aside and dedicated for the final disposition of remains of a deceased person.

Cremation – the process of extreme dehydration and evaporation created with intense heat which reduces the composition of the body to inorganic bone fragments.

Cremated Remains – the final processed substance remains of the reduced composition of the body to inorganic bone fragments.

Decorations – the adornment, ornamentation, embellishment, memorialization, care or beautification of a grave in accordance with rules and regulations established by the governing body of the cemetery.

Flag Etiquette – the requirement that a flag of the United States placed upon a grave to honor a veteran shall not touch the ground and shall not be allowed to remain if torn or faded or beyond a specified time period as determined by regulations of the United States Department of Defense, United States Department of Veterans Affairs and the governing body of the cemetery.

Flag Holders – a device, known also as a commemorative marker, made to hold a flag of the United States which identifies the branch of service during observances honoring military veterans.

Flat Marker – a flush to the ground memorial made of granite or bronze.

Governing Body – the independent managing authority of a cemetery as applied to a national veterans cemetery, state veterans cemetery, municipal cemetery, religious cemetery or private non-profit cemetery.

Grave – a space in a cemetery that allows the burial right of either one or multiple in-ground burials of a deceased person.

Grave Liner – an unsealed durable outer container of two or more pieces in which the casket is placed at time of burial in the earth.

License of Burial – the right given for the use of a specific grave lot.

Lot – a space set aside in a cemetery for several grave spaces.

Monument or Memorial – a traditional upright monument, usually made of granite; a flush-to-the-ground memorial, usually made of bronze or granite (flat marker - as defined above), any of which is used for commemorating the life of a deceased person.

Tomb – a structure known as a receiving tomb/building designed for the temporary storage of a casketed body which is not to be interred immediately.

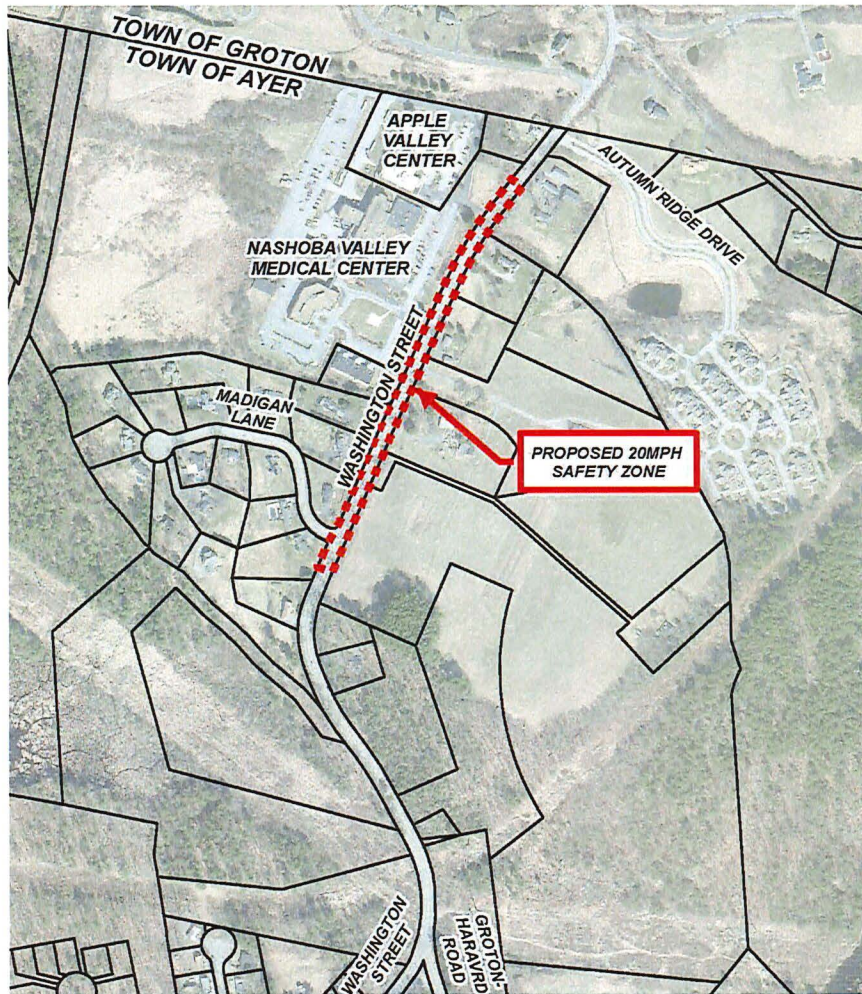
Traditional Cemetery – a cemetery that allows upright traditional monuments.

Urn – a container to hold cremated remains that is durable and placed in the ground.

Vault – a 2-piece sealed durable outer container, usually made of concrete, in which the casket is placed at the time of burial in the earth for additional protection; provided, however, that such a container may have an inner liner to enhance appearance and sealing ability.

DRAFT

Washington Street Proposed 20 MPH Safety Zone



Town of Ayer
Police Department

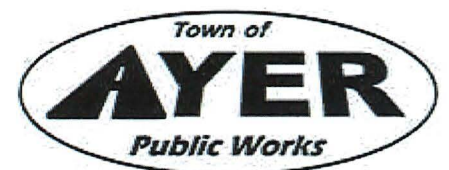
Town of Ayer
Department of
Public Works

November 2023

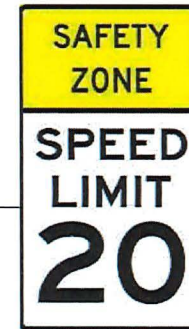


What is a “Safety Zone”?

- M.G.L. Chapter 90 Section 18B (2016): “The Select Board may, in the interest of public safety and without further authority, establish designated safety zones on, at or near any way in the Town that is not a Highway”
- Town of Ayer adopted 2017
- **Only way a new regulatory speed limit can be adopted on a Town-owned roadway without MassDOT approval**
- 20 MPH zone established on Sandy Pond Road near Town Beach (Signs to be installed during future project)

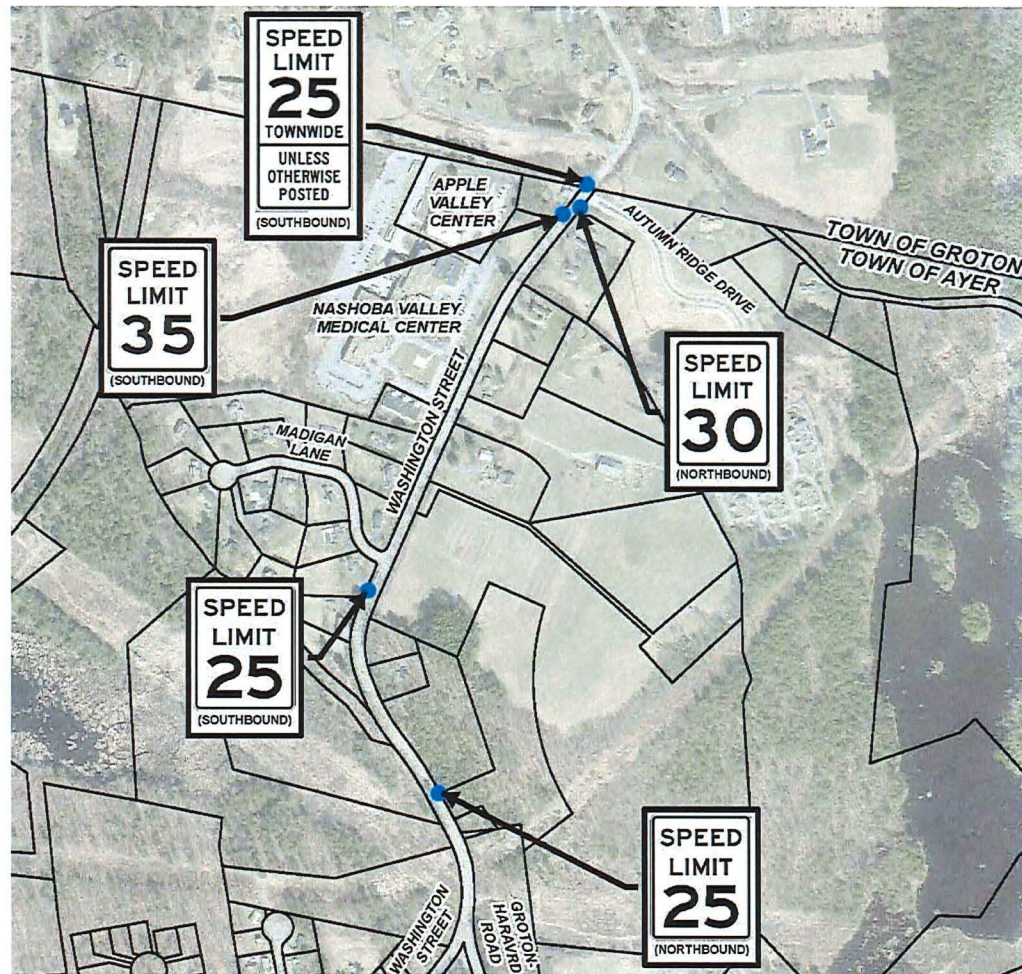


Safety Zone Criteria

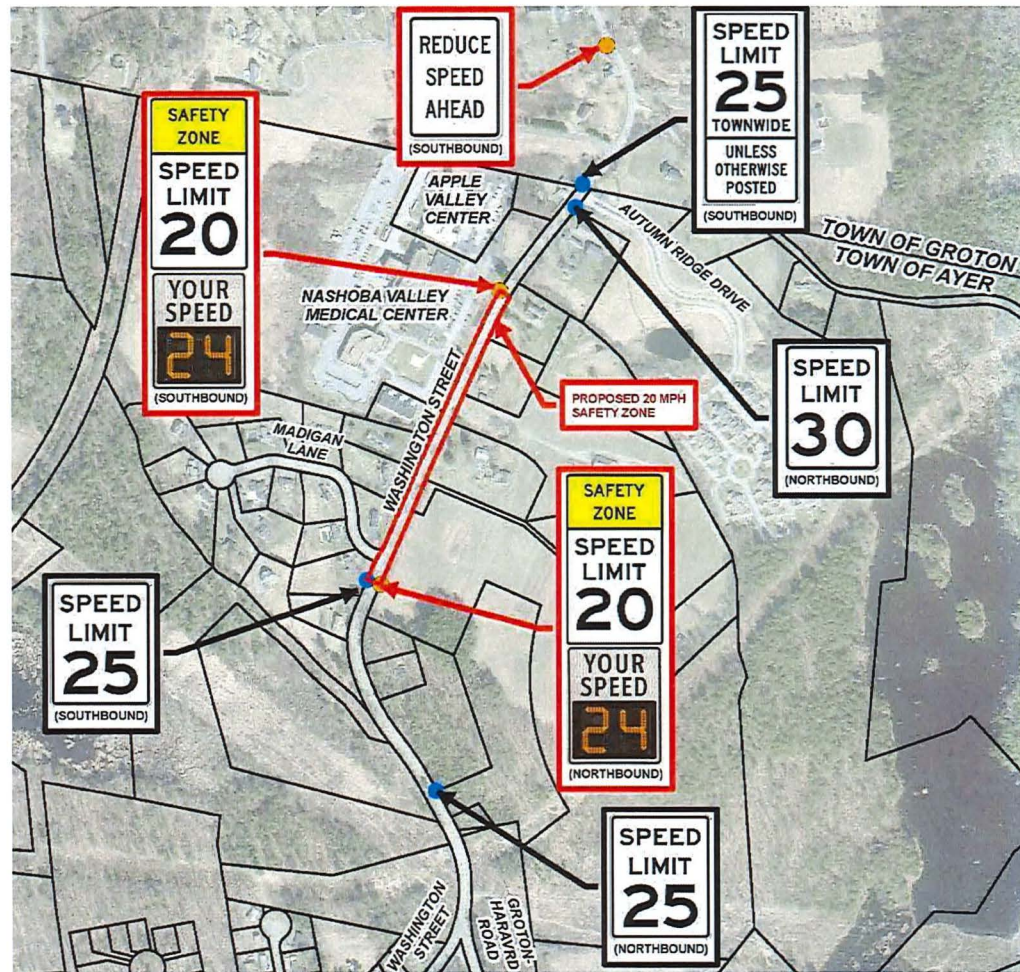


- Speed Limit must be set at 20 MPH
- Minimum length at least ¼ mile
- Street should be adjacent to a land use that is likely to attract vulnerable road users
- Examples of these areas are parks and playgrounds, senior citizen housing and centers, hospitals or other medical facilities, high school and higher education centers, and daycare facilities
- Should contain one or more potential conflicts between motor vehicles and vulnerable road users

Washington Street - Posted Speed Limits (Groton Town Line to Groton-Harvard Road)



Washington Street Proposed 20 MPH Safety Zone





ROSATI ACOUSTICS + MULTIMEDIA, INC

ARCHITECTURAL ACOUSTICS | TECHNICAL SYSTEMS

DESIGN | ENGINEER | ANALYZE | CONSULT | INTEGRATE

November 1, 2023

Town of Ayer

Ayer, MA

THE GREAT HALL PROJECT

PROJECT SYNOPSIS, v1

ARCHITECTURAL ACOUSTICS AND AUDIO-VIDEO SYSTEMS IMPLEMENTATION

This project is a multifaceted endeavor with a goal to enable a wide variety of events to take place within the Great Hall providing highly successful results.

Accomplishing that overall goal requires addressing several primary facets. Attending to the architectural elements and physical attributes which combine to create the acoustical character of the hall is critical.

The acoustical characteristics of a space are often one of the major components that sets the range of viable uses for the space, especially when predictability, quality, convenience, consequence and appearance are of concern to the participants.

The Great Hall has its own natural distinctive sound quality, which is related to how sound waves are manipulated within the hall when produced from a source, either a voice, loudspeaker or musical instrument. That natural quality creates an impression to those listening (to the source). If the impression is favorable then the hall is suited for that particular source. Conversely, if clarity, definition, intelligibility or tonal balance are compromised or inferior, then suitability does not exist and a poor impression does.

An acoustical test and analysis session was undertaken in the Great Hall. The test results, along with conversational experience within the hall, revealed numerous acoustical issues which severely limit the range of successful utilization.

Fortunately there are techniques available to mitigate the acoustical issues, and when implemented, will extensively increasing the range of successful utilization of the hall.

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ARCHITECTURAL ACOUSTICS

The four part acoustical solution consists of the following components.

1. Theatrical Curtains

A multipurpose design element that accomplishes several functions. The overall layout and selected fabric will introduce a considerable quantity of acoustic absorption into the room. Furthermore, it will prevent reflections from reaching the audience that are mistimed and degrades the original source.

Another function the curtains accomplish is forming a virtual proscenium stage area which produces a highly functional presentation and performance environment applicable to a wide range of events. The hall and the events hosted there will take on a professional vantage.

2. Window Treatments

A treatment designed to diminish reflections from the glass surface. They are also necessary to control incoming light when viewing a video presentation or movie. Additionally, due to the fabric's weight and lining, the window treatments will assist with thermal control.

3. Ceiling Panels

A treatment specifically designed to affect the strong reflections which are currently produced by this surface. The panels are fabricated to specification for various acoustic qualities for controlling the sound energy contacting this surface.

Panels located over the stage are based on analysis and modeling to provide optimal control of sound from the stage to the audience.

4. Wall Panels

A treatment specifically designed to affect the strong reflections which are currently produced by this surface. The panels are fabricated to specification for controlling the sound energy contacting this surface. They provide a functional array of absorptive and diffusive materials strategically located using analysis results, along with acoustical modeling.

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TECHNICAL SYSTEMS

AUDIO SYSTEM

Accommodating various events, especially with an audience present, requires sound reinforcement – an audio system that will deliver high intelligibility and clarity for presenting information, thereby facilitating listening and allowing speech to be relatively effortless to understand assisting to convey the message/lesson and not induce listener fatigue. The audio system was designed and engineered to support any type of event, from a single lecturer at a podium to multi-person table discussions, music playback, live music, small-to-large scale meetings with audience participation, video conferencing, social occasions and many other performance/usage types. Any type of audio source may be simply plugged into the system or connected wirelessly.

A built-in assistive listening system shall wirelessly accommodate those with listening challenges. The system will automatically power off in the case of a building safety alarm (a code requirement).

VIDEO SYSTEM

A high definition video system was designed and engineered to accommodate a wide variety of events, applications and sources.

A commercial video projector will be located behind the projection screen. This will eliminate the need for an extended lift system, prevent typical projector noise from being audible to the audience and allow ease of maintenance. The large motorized projection screen will be hidden behind the curtain system when not in use. The screen's surface is under tension to remain flat and stable, which reduces viewer fatigue and improves visual resolution. Implementing modern technology with professional equipment will bring about reliable operation with quality results. Any type of video source may be simply plugged into the system or connected wirelessly.

THEATRICAL LIGHTING SYSTEM

The lighting system provides flexible lighting for the stage area. Furthermore, comprehensive studies have concluded that proper lighting for an individual or group provides two important additional functions. First, lighting increases overall intelligibility of the presenter. When the face of someone speaking is clearly visible their words are more easily understood. Second, lighting will naturally focus audience attention to the presenter and minimize wandering eyes and distractions. Lighting is a powerful tool to improve, highlight, focus and enhance any type of event, presentation or performance.

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CONTROL SYSTEM

The primary purpose of the digital control system is to enable very simple operation of the multiple relatively sophisticated systems. The control system will interface with the audio system, video projector, projection screen, curtains, theatrical lighting and house lighting. This comprehensive integration allows a “one button” preset control to perform a variety of sequential functions. A touch screen will display well labeled buttons on-screen that may be labeled to your preference. Control panels (of various types) will be installed in multiple locations, such as mounted on two walls of the hall, on the stage and in the equipment rack. Additionally, an iPad will be configured to control microphones for smaller presentations/events.

Operation simplicity is designed to the level where the only setup/equipment configuration required for someone to give a lecture is to wheel out the podium, plug in a microphone (or not, if one elects to use a wireless mic), touch 2–3 buttons on the control panel, and then use the iPad to walk anywhere in the hall and control the mic volume and light levels. Albeit, those levels will be preset and the iPad is only required to make a change to the preset level.

To view a movie or presentation, the button labeled “Movie” or “Presentation” is touched and consequently the system will power-on (if off), the projector will configure appropriately, the motorized projection screen will deploy, the curtains will adjust to flank the projection screen, the sound system configures and unmutes the appropriate channels (surround sound playback for a movie, single channel for a lecture), and controls will appear on the touch screen to operate the selected source such as a computer or DVD controls.

Programmed presets can instantly provide preset, predetermined levels for every function, greatly simplifying control of the systems.

DESIGN PACKAGE INFORMATION

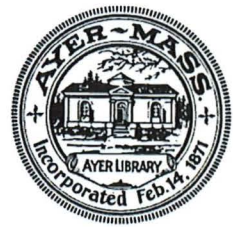
The forthcoming design package contains a comprehensive roster of all the equipment required to accomplish the aforementioned goals and functions. Companion documents that are part of the package include a report, analysis results, dedicated acoustical materials schedule, images of the primary equipment, a signal flow diagram, a lighting plot, electrical requirements, location of all equipment, connection/interface plate design, CAD drawings of the hall populated with the equipment, CAD drawings of acoustical panels and curtains, and a financial summary sheet containing values for practically every component involved, as well as allowances for installation and related services.

DESIGN NOTE

The proposed inclusive design, engineering and technology incorporate highly reliable robust equipment, a modular approach which simplifies maintenance and permits future upgrades to individual parts of the system, practical implementation, very good quality, an intuitive set of controls requiring very few steps to use the systems for simple-to-large scale events/functions and delivers a high level of performance.

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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: November 3, 2023

TO: Ayer Select Board

FROM: Robert A. Pontbriand
Town Manager

SUBJECT: Town Manager's Report for the November 7, 2023 Select Board Meeting

Dear Honorable Select Board Members,

I am pleased to transmit to you the following Town Manager's Report for the November 7, 2023 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 Warrants:

- 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 October 17, 2023.
- I have reviewed, approved, and signed the following Town Warrants since the Select Board last met on October 17, 2023:

Accounts Payable Warrant #24-08 in the amount of \$6,964,801.18 was reviewed, approved, and signed on October 24, 2023.

Payroll Warrant #24-09 in the amount of \$380,893.43 was reviewed, approved, and signed on October 31, 2023.

Appointments:

- On the recommendation of the Ayer Affordable Housing Trust, I am respectfully recommending that the Select Board vote to appoint Mr. Bob Williams of Ayer to the Ayer Affordable Housing Trust for a term to expire on June 30, 2025.

FY 2025 Budget Process Update:

- The FY 2025 Budget Process is well underway. At the meeting, I will provide a brief overview and update on the FY 2025 Budget Process. Attached is the FY 2025 Budget Calendar as previously approved by the Select Board (See attached).

Thank you.

Attachment: FY 2025 Budget Calendar

Town of Ayer FY '25 Budget Calendar



August



Open Fall Special Town Meeting Warrant (Completed August 15, 2023)

September



Wednesday September 20, 2023, 4:00 PM

Rate Review Committee meets to discuss Calendar Year 2024 Transfer Station Rates



Friday September 29, 2023 at 12:00 PM

Deadline for all Warrant Articles to the Select Board and all Citizen's Petitions to the Town Clerk

October



**Note: Bi-Board; Capital Planning; Fin Com; and Rate Review Committee to meet monthly in posted open meetings. Please refer to the posting board outside of Town Hall or the Town's website for specific meeting dates and times.*



Tuesday October 3, 2023

Select Board Meeting - Review and approve Fall Special Town Meeting Warrant



Friday October 6, 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, Transfer Station). Additionally, all Ayer households will receive a hard copy in the mail the week of October 17th or sooner



Town Manager sends FY '25 Capital Directive



Friday October 13, 2023

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.

Tuesday October 17, 2023
Public Hearing Transfer Station Rates

Monday October 23, 2023, 7:00 PM, ASRHS Auditorium
Fall Special Town Meeting

Friday October 27, 2023
Capital Requests due from Departments

November

**Note: Bi-Board; Capital Planning; Fin Com; and Rate Review Committee to meet monthly in posted open meetings. Please refer to the posting board outside of Town Hall or the Town's website for specific meeting dates and times.*

Wednesday November 1, 2023
Union Negotiations Begin (APPOA Union – Patrol Officers and Communicators)

Wednesday November 8, 2023
Capital Planning Committee Begins to Meet

December

**Note: Bi-Board; Capital Planning; Fin Com; and Rate Review Committee to meet monthly in posted open meetings. Please refer to the posting board outside of Town Hall or the Town's website for specific meeting dates and times.*

Friday December 1, 2023
Town Manager sends out FY '25 Budget Directive

Tuesday December 5, 2023
Public Hearing FY '24 Tax Classification Hearing

Friday December 29, 2023
FY '25 Budget Requests due from Departments

January

**Note: Bi-Board; Capital Planning; Fin Com; and Rate Review Committee to meet monthly in posted open meetings. Please refer to the posting board outside of Town Hall or the Town's website for specific meeting dates and times.*

Monday January 8, 2024

Non-Union Negotiations Begin (DPW Director, Police Chief, COA Director, Finance Manager)

Friday January 12, 2024

DRAFT #1 Budget to Select Board and Finance Committee

Tuesday January 16, 2024

Select Board Meeting - Open Annual Town Meeting Warrant & Calling of Annual Town Election

Wednesday January 24, 2024

1st Budget Public Forum

February

**Note: Bi-Board; Capital Planning; Fin Com; and Rate Review Committee to meet monthly in posted open meetings. Please refer to the posting board outside of Town Hall or the Town's website for specific meeting dates and times.*

Wednesday February 14, 2024

Target date to end Union and Non-Union Contract Negotiations

March

**Note: Bi-Board; Capital Planning; Fin Com; and Rate Review Committee to meet monthly in posted open meetings. Please refer to the posting board outside of Town Hall or the Town's website for specific meeting dates and times.*

Friday March 1, 2024

Regional School Assessments Due

Tuesday March 19, 2024

Select Board Meeting – Public Hearing FY '25 Water and Sewer Rates

Friday March 29, 2024 at 12:00 PM

Annual Town Meeting Warrant Closes - Deadline for all Warrant Articles to the Select Board and all Citizen's Petitions to the Town Clerk

April

**Note: Bi-Board; Capital Planning; Fin Com; and Rate Review Committee to meet monthly in posted open meetings. Please refer to the posting board outside of Town Hall or the Town's website for specific meeting dates and times.*

Tuesday April 2, 2024

Select Board Meeting – Review and Approve Annual Town Meeting Warrant

Select Board Approves FY '25 IDFA Budget

Friday April 5, 2024

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, Transfer Station). Additionally, all Ayer households will receive a hard copy in the mail the week of April 15th or sooner

Monday April 22, 2024, 7:00 PM, ASRHS Auditorium
Annual Town Meeting

May

Tuesday May 14, 2024

Annual Town Election



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

Broadcast and Recorded by APAC

October 17, 2023
Open Session Meeting Minutes

SB Present: Scott A. Houde, Chair; Jannice L. Livingston, Vice-Chair; Shaun C. Copeland, Clerk

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

Call to Order: S. Houde called the meeting to order at 6:00 PM. S. Houde further stated that this meeting/hearing of the Ayer Select Board (SB) 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).

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

Approval of Meeting Agenda:

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

Announcements: S. Houde announced that the Fall Town Meeting will be held on Monday October 23, 2023; the Downtown Trick or Treat will be held from 12:30 PM to 2:30 PM on Saturday October 28, 2023 and the Town-wide Trick or Treat will be held on Tuesday October 31, 2023 from 6:00 PM - 8:00 PM.

Public Input: None

Because the time was prior to 6:05 PM (start of the Transfer Station Rates Public Hearing), S. Houde suggested taking up meeting minutes.

Approval of Meeting Minutes:

Motion: A motion was made by J. Livingston and seconded by S. Copeland to approve the meeting minutes from September 19, 2023, and October 3, 2023. **Motion passed 3-0.**

Because the time was prior to 6:05 PM (start of the Transfer Station Rates Public Hearing), J. Livingston suggested taking up the award of the Kiddie Junction Playground Project.

Dan Van Schalkwyk, Director, Department of Public Works - Award of Kiddie Junction

Playground Improvement Project: D. Van Schalkwyk was joined by Parks Director Jeff Thomas and reported that On Friday, October 13, 2023, the Town opened six (6) bids for the subject project. The bid

results ranged from \$454,575.00 to \$1,496,700.00, with a median result of \$547,000. The low bidder is Cella Construction Co., LLC, from Burlington, MA. Cella Construction has experience completing similar projects, including recent playground installations in Burlington and Lawrence. The construction budget available for the project is \$1,518,000.00. The Town has separately procured the playground equipment and poured-in-place material at a combined cost of \$663,320.70; therefore, \$854,679.30 is available for the scope of this bid award. He is recommending that the SB award the contract for the Kiddie Junction Playground Improvements to Cella Construction Co., LLC of Burlington, MA at a contract price of \$454,575.00.

J. Thomas stated that he was happy that the project came in under budget. He noted that there is a nature-based portion of the playground. The Parks Commission has been working with a local resident Brad Spinney, who owns a sawmill, and they are creating play pieces from the salvaged trees that were taken down.

S. Copeland asked about the anticipated start date. J. Thomas stated that the equipment won't be in until March of 2024. Initial groundwork can be done over the late winter/spring.

Motion: A motion was made by S. Copeland and seconded by J. Livingston to award the Kiddie Junction Improvement Project in the amount of \$454,575 to Cella Construction Company, LLC. with signature by the Chair. **Motion passed 3-0.**

Public Hearing – Calendar Year 2024 Solid Waste (Transfer Station) Rates: S. Copeland opened the public hearing at 6:10 PM by reading the public hearing notice. D. Van Schalkwyk gave a presentation on the Rate Review Committee's recommendation for Calendar Year 2024 Solid Waste Rates. He noted that the Solid Waste Disposal/Transfer Station is an enterprise fund and fees and rates are charged to fund the operation of the Transfer Station. The revenue going into the enterprise fund is raised by selling annual permits and "Pay as you Throw" bags. A portion of the solid waste budget is subsidized by the general fund. He stated that some notable budget considerations were that the contracts for disposal and collection have generally increased. He noted that the recycling of commodities is more favorable than in years past. There are about 1,400 users of the transfer station. The Rate Review Committee's recommendation is to not make any changes to the current fees. He noted that the Rate Review Committee (RRC) did an evaluation of the Transfer Station Finances last year and found that the fees in Ayer are slightly higher than neighboring and similar sized communities. The RRC is having a third-party professional review of transfer station operations, which will not include the potential of curbside pick-up.

J. Livingston stated it has been about a decade since transfer station operations were reviewed. The Rate Review Committee will come back to the Select Board at a later date to seek funding for the third-party review. R. Pontbriand stated that the third-party review will include a presentation to the RRC and the SB.

Pauline Conley, 40 Cambridge Street stated that she thinks that the Town should go back to a sticker system, instead of purchasing bags. She also said there needs to be more citizen participation on the Rate Review Committee.

Sara Withee, 11 Groton Shirley Road asked if the hours of the transfer station would be changed. Board members said no that this was only to address the rates.

Motion: A motion was made by J. Livingston and seconded by S. Copeland to approve the recommendation of no changes to the Transfer Station fees and implementation of a professional evaluation of the finances and the operations of the Transfer Station as presented. **Motion passed 3-0.**

Motion: A motion was made by S. Copeland and seconded by J. Livingston to close the public hearing at 6:34 PM. **Motion passed 3-0.**

Memorandum of Understanding – Curley Circle – D. Van Schalkwyk presented a draft MOU for Curley Circle. There is a handful of items left on the punch list that need to be completed by Town Meeting on October 23, 2023. Rather than restart the street acceptance process due to these items, he is recommending the Board execute a Memorandum of Understanding (MOU) with the Developer to require these items be completed after a presumed affirmative Town Meeting vote. The MOU will require the Town to continue to hold the current surety of \$24,750 until completion of the items. This monetary value is sufficient for the remaining work to be completed. S. Houde asked when the road acceptance would be figured in for Chapter 90 purposes. He said once the Board does the taking, within 120 days, then the certified vote will be submitted to MassDOT.

Motion: A motion was made by S. Copeland and seconded by J. Livingston to execute the Memorandum of Understanding between the Town of Ayer and DECA Corp. for Curley Circle. **Motion passed 3-0.**

Water Supply Update – D. Van Schalkwyk that demands for the water supply are high. Beginning the week of 10/16/23, leak detection services will be performed by Prowler Water. Although there do not appear to be any leaks in the system, this service will help determine if there are leaks that can be repaired. Currently, he is not recommending any changes to the existing water use restriction or other directive from the Water and Sewer Commissioners.

Insurance Advisory Committee Recommendation – FY '25 Employee Health Insurance: The Select Board was joined by several members of the Insurance Advisory Committee. Tara Fafard from MIIA also joined the meeting via Zoom. R. Pontbriand stated that The Insurance Advisory Committee (IAC) was tasked to evaluate and provide a recommendation to the Select Board on whether it would be advisable to move from the Minuteman Nashoba Health Group (MNHG) to the Massachusetts Interlocal Insurance Association (MIIA) Health Benefits Trust. The IAC met July 25th, September 13th, September 27th, and October 10th, 2023, gathering information to share with association members and seeking feedback to make a recommendation to the Select Board. The Town must notify MNHG by December 1st if it plans to leave the group. Following feedback from their respective associations, the IAC voted 6-0 in favor of recommending the Town of Ayer offers health insurance through MIIA Health Benefits Trust for FY25. R. Pontbriand highlighted the pros and the cons of the change in providers.

S. Houde asked about the unknown rate increase for the upcoming year. A. Lewis stated that the MIIA rates are known, but the MNHG rates will not be known until March of 2023. Kevin Johnston, retiree representative on the IAC, stated that he feels that moving to MIIA will help stabilize rates in the future.

Motion: A motion was made by S. Copeland and seconded by J. Livingston to accept the MIIA proposal and join the MIIA trust for fiscal year 2025. **Motion passed 3-0.**

Town Manager's Report - Administrative Update/Review of Warrants: 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 noted that the Fall Town Meeting will be held on Monday October 23, 2023 at 7:00 PM. He stated that the Capital Budget process is underway. He noted that there are several FY 24 capital projects that have recently been started.

Appointments – R. Pontbriand is recommending that Jane Morriss be appointed to the Affordable Housing Committee with a term to expire June 30, 2025.

Motion: A motion was made by J. Livingston and seconded by S. Copeland to appoint Ms. Jane Morriss to the Affordable Housing Committee with a term to expire June 30, 2025. **Motion passed 3-0.**

Review/Approval of FY '25 Budget Calendar – R. Pontbriand presented the updated version of the Budget Calendar as contained in the meeting packet. He stated that the Board of Assessor's will be ready for the Tax Classification Hearing for the November 21, 2023, meeting. S. Houde and J. Livingston asked to move it to December 5, 2023, due to Thanksgiving. R. Pontbriand stated that the budget forum will be held in January, as in years previous. He is interested in the Board's feedback on another budget forum. He and Department Heads plan to prerecord budget informational sessions. S. Houde stated that if the Town was to have a second forum, it should be much shorter than last year to highlight major changes. J. Livingston asked if moving the forum to February would be helpful. S. Houde stated he preferred to get the information out there sooner rather than later.

Motion: A motion was made by S. Copeland and seconded by J. Livingston to approve the Budget Calendar as presented with the change of the Tax Classification Hearing being moved to December 5, 2023. **Motion passed 3-0.**

Review/Approval of Community Choice Power Supply Program Aggregation Plan – C. Antonellis stated that the Public Review and Comment period of the Town's Community Choice Power Supply Program Aggregation Plan is complete. The Town received comments from two residents which were responded to by the Assistant Town Manager. The comments received did not warrant changing the plan. The Select Board's vote to approve the Aggregation Plan is the last step in the local approval process. Once approved, the Plan will be sent to the state for approval.

Pauline Conley, 40 Cambridge Street stated that the plan had a reference to a Charter in it and it should be removed. C. Antonellis said that she will inform the consultant to delete that reference to the Town Charter.

Motion: A motion was made by J. Livingston and seconded by S. Copeland to approve the Municipal Aggregation Plan with removing the reference to the Town Charter (since the Town does not have one). **Motion passed 3-0.**

New Business/Select Board Member Questions: None

Adjournment:

Motion: A motion was made by J. Livingston and seconded by S. Copeland to adjourn at 7:04 PM. **Motion passed 3-0.**

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

Date Minutes Approved by SB: _____

Signature Indicating Approval: _____