

RECEIVED  
OCT 09 2020

TOWN OF AYER  
TOWN CLERK

12:30pm  
Shirley Copeland



Town of Ayer  
Select Board  
Ayer Town Hall - 1<sup>st</sup> Floor Meeting Room  
1 Main Street  
Ayer, MA 01432

**Tuesday October 20, 2020 - 5:45 PM**

**Open Session Remote Participation Meeting Agenda**

*Due to the ongoing COVID-19 Pandemic, Governor Baker issued an Emergency Order Temporarily Suspending Certain Provisions of the Open Meeting Law. Public bodies otherwise governed by the OML are temporarily relieved from the requirement that meetings be held in public places, open and physically accessible to the public, so long as measures are taken to ensure public access to the bodies' deliberations "through adequate, alternative means." This meeting will be broadcast live on Channel 8, and on Zoom. The public may participate remotely by following the call-in information on the bottom of the live broadcast screen.) For the Zoom meeting information relating to remote participation, please contact Cindy Knox, IT Director at [cknox@ayer.ma.us](mailto:cknox@ayer.ma.us) or 978-772-8252 prior to the meeting.*

5:45 PM

**Call to Order**

**Quorum Adjustment Pursuant to the Provisions of Section 7 of Chapter 92 of the Acts of 2020** - deliberation and action on reduction of the required quorum for Town Meeting

**Adjournment**

RECEIVED  
OCT 16 2020

TOWN OF AYER  
TOWN CLERK

10:15 am

*Anna Copeland*



Town of Ayer  
Select Board  
Ayer Town Hall - 1<sup>st</sup> Floor Meeting Room  
1 Main Street  
Ayer, MA 01432

**Tuesday October 20, 2020 - 6:00 PM**

**Open Session Remote Participation Meeting Agenda**

*Due to the ongoing COVID-19 Pandemic, Governor Baker issued an Emergency Order Temporarily Suspending Certain Provisions of the Open Meeting Law. Public bodies otherwise governed by the OML are temporarily relieved from the requirement that meetings be held in public places, open and physically accessible to the public, so long as measures are taken to ensure public access to the bodies' deliberations "through adequate, alternative means." This meeting will be broadcast live on Channel 8, and on Zoom. The public may participate remotely by following the call-in information on the bottom of the live broadcast screen.) For the Zoom meeting information relating to remote participation, please contact Cindy Knox, IT Director at [cknox@ayer.ma.us](mailto:cknox@ayer.ma.us) or 978-772-8252 prior to the meeting.*

**6:00 PM**

**Call to Order**

Pledge of Allegiance; Review and Approve Agenda; Announcements

**Public Input**

*Due to the unique and unprecedented circumstances of the COVID-19 Pandemic; individuals with public input and/or questions for the Select Board should call-in at this portion of the meeting and state their name and address when asked by the Chair. Any public input and/or questions may be sent to the Assistant Town Manager, Carly Antonellis at 978-772-8220 or at [atm@ayer.ma.us](mailto:atm@ayer.ma.us)*

**6:05 PM\***

**Superintendent Mark Wetzel, Department of Public Works**

1. Execution of Contract for Groton Shirley Road Utility Improvements
2. Execution of Contract for Spectacle Pond PFAS Treatment Facility

**6:15 PM**

**Town Manager's Report**

1. Administrative Update/Review of Town Warrant(s)
2. COVID-19 Update
3. Approval of DRAFT FY '22 Budget Calendar
4. October 26, 2020 Fall Town Meeting Update
5. Acceptance of Grant - Town Clerk's Office - *Center for Tech and Civic Life*
6. Overview of Article 4: West Main Street Property for a New Senior Center

**6:25 PM**

**New Business/Selectmen's Questions**

**6:30 PM**

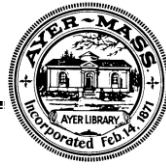
**Approval of Meeting Minutes**

October 6, 2020

**6:35 PM**

**Adjournment**

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



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

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

## MEMORANDUM

Date: October 15, 2020  
To: Select Board  
From: Mark Wetzel, P.E. Superintendent of Public Works  
Subject: **Agenda Items for October 20, 2020 Select Board Meeting**

1. **Execution of Contract for Groton Shirley Road Utility Improvements –**  
General bids for the Groton Shirley Road Utility Improvement Project were received at the DPW on October 1, 2020. We received seventeen (17) bids ranging from \$598,159.25 to \$1,960,875.00. The low bidder is KJS LLC from Walpole, MA.

We recommend executing the contract with KJS LLC for \$598,159.25.

Requested Motion – Vote to execute the Contract with KJS LLC for the Groton Shirley Road Utility Improvement Project in the amount of \$598,159.25.  
(3 originals for signature by the Board).

2. **Execution of Contract for Spectacle Pond PFAS Treatment Facility –** General bids for the Spectacle Pond Water Treatment Plant PFAS Treatment Facilities were opened on September 24, 2020. We received four (4) bids ranging from \$5,145,889 to \$6,277,677. Winston Builders Corporation of Westborough, MA is the low bidder. Winston is currently completing the Grove Pond PFAS Treatment Facility project as well as working on the Wastewater Treatment Plant Upgrade project.

We recommend executing the contract with Winston Builders Corporation in the amount of \$5,145,889.00.

Requested Motion - Vote to execute the Contract with Winston Builders Corp. for the Spectacle Pond Water Treatment Plant PFAS Treatment Facilities in the amount of \$5,145,889.00.

(4 originals for signature by the Board).

AGREEMENT

SECTION 00500

GROTON-SHIRLEY ROAD UTILITY IMPROVEMENTS

DEPARTMENT OF PUBLIC WORKS  
AYER, MASSACHUSETTS

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2020 by and between the Town of Ayer, acting by and through its Town Manager, duly authorized therefore, who acts herein solely for the Town of Ayer and without personal liability to itself, (hereinafter called OWNER) and KJS LLC (hereinafter called CONTRACTOR).

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

**ARTICLE 1. WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is as described in SECTION 01010, SUMMARY OF WORK.

The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the specifications and plans; said plans are signed and accompany this contract and these specifications, and are intended to complement each other. Any work appearing in or upon the one and not mentioned in the other shall be executed according to the true intent and meaning of said specifications and plans, the same as though the work was contained and described in all and as reasonably implied by the plans.

The Work under this Contract includes, but is not necessarily limited to, furnishing and installing within the Town of Ayer approximately 1,450 linear feet of 3-inch HDPE pressure sewer, 1,360 linear feet of 2-inch HDPE pressure sewer, and 2,600 of 8-inch DI water main and services; trench pavement; and all appurtenances and incidental work necessary to complete the construction.

**ARTICLE 2. ENGINEER**

The Project has been designed by Environmental Partners Group, Inc., 1900 Crown Colony Drive, Suite 402, Quincy, Massachusetts 02169, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### **ARTICLE 3. CONTRACT TIMES**

- 3.1 Time of completion is set at **120 calendar days** including the date of notice to proceed, to finish all work including final paving.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR 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 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving 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 one thousand dollars (\$1,000) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete.

### **ARTICLE 4. CONTRACT PRICE**

The OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in current funds as follows:

For unit price items, the extended total resulting from the product of the actual measured quantities suitably installed and accepted and the unit prices from the accepted bid proposal herein referred to as Section 00301 BID FORM dated Oct. 1, 2020. The total of the Bid Proposal accepted by the Town is:

\$598,159.25

### **ARTICLE 5. PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 For unit price bid items the product of the actual measured quantities suitably installed and accepted and the unit prices from the accepted bid proposal constitutes the extended total for payment. The extended total is the unit price times the quantity indicated. An adjustment of the unit price bid for an item in the proposal will only be considered if the actual quantity furnished and installed is greater than 25% above or below the estimated quantity. Said adjustment will only be applicable to that measured quantity which is 25% above or below the estimated quantity. For Lump Sum items suitably installed and completed the lump sum amount listed in the accepted bid proposal constitutes the total for payment.
- 5.2 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, and in accordance with the applicable Massachusetts General Law during construction. All such payments will be measured by the schedule of values established in paragraph 2.05 of the General Conditions (and in the case of

Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- 5.3 Progress payments will be made in an amount equal to 95 percent of Work completed (with the balance being retainage) but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 15.01.C.5 of the General Conditions.
- 5.4 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

## ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

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

- 6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 7) and the other related data identified in the Bidding Documents including "technical data."
- 6.2 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, performance, or furnishing of the Work.
- 6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- 6.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Article 5 of the General conditions. CONTRACTOR accepts the determination set forth in paragraph SC-5.04 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.03 of the General Conditions. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground utilities and facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction

to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 6.5 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.
- 6.6 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.
- 6.7 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, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### **ARTICLE 7. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 Invitation to Bid.
- 7.2 Instructions to Bidders.
- 7.3 CONTRACTOR's Bid Proposal.
- 7.4 This Agreement.
- 7.5 Exhibits to this Agreement.
- 7.6 Performance, Payment, and other Bonds.
- 7.7 General Conditions EJCDC Document C-700, 2013 edition.
- 7.8 Supplemental Conditions.
- 7.9 Specifications as listed in table of contents thereof.
- 7.10 Drawings entitled "Groton-Shirley Road Utilities Improvements" dated August 2020, consisting of a cover sheet and sheets G-1, C-1 through CD-3.

- 7.11 Addenda numbers \_ to\_, inclusive.
- 7.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 11.01 of the General Conditions.

## **ARTICLE 8. MISCELLANEOUS**

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents 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 with release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 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.
- 8.4 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.



IN WITNESS HEREOF, the parties of this AGREEMENT have hereunto set their hands and seals as of the day and year first above written.

**FOR THE TOWN OF AYER, MA**

BY: \_\_\_\_\_

Shaun Copeland, Select Board Chair

BY: \_\_\_\_\_

Scott Houde, Select Board Vice Chair

BY: \_\_\_\_\_

Jannice Livingston, Select Board Clerk

**CONTRACTOR**

BY: [Signature] \_\_\_\_\_

TITLE: Karin Saccone - Owner  
Print or type name and title

TAX ID#: 81-5145778  
(Social Security # or FEID #)

**APPROVED AS TO FORM**

\_\_\_\_\_  
Town Counsel

\_\_\_\_\_  
Date

**CERTIFICATE PURSUANT TO GL C44 & 31C**

In accordance with M.G.L. C44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefore and that the Town Manager has been authorized to execute the contract and approve all requisitions and change orders.

BY \_\_\_\_\_  
Town Accountant

TOWN OF AYER, MASSACHUSETTS  
SPECTACLE POND WATER TREATMENT PLANT  
PFAS TREATMENT FACILITIES

PROJECT NO. DWSRF - 6635

AGREEMENT

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2020 by and Between the Town of Ayer, Massachusetts acting through its Board of Selectmen hereinafter called OWNER and \_\_\_\_\_ with legal address and principal place of business at \_\_\_\_\_

\_\_\_\_\_ 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 perform the Work as specified or indicated in the Contract Documents. The Work is as described in SECTION 011000

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by CDM Smith, 75 State Street, Boston, MA 02109 who will act as ENGINEER in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be 456 Calendar Days commencing twenty days following the Effective Date of this Agreement.

3.2 CONTRACTOR agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between CONTRACTOR and OWNER that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 OWNER will pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the Contract Price agreed upon in the CONTRACTOR's Bid Form attached to this Agreement.

4.2 As per MassDEP's Policy Memorandum No.10 - the agreed upon DIRECT LABOR MARKUP (percentage) for Change Orders on this project shall be \_\_\_ percent.

## ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the Conditions of the Contract. Applications for Payment will be processed by ENGINEER as provided in the Conditions of the Contract.

## ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 OWNER will make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 15.01 of the Conditions of the Contract.

6.2 OWNER will make progress and final payments as provided in Article 15 of the Conditions of the Contract and in accordance with the applicable Massachusetts General Law.

## ARTICLE 7. LIQUIDATED DAMAGES

7.1 OWNER and CONTRACTOR 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 Contract Time specified in Article 3 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They 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 \$1,500 per day for each calendar day of delay until the Work is complete.

7.2 Provided, that CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is for reasons included in Paragraph 4.05 of the General Conditions.

7.3 Provided, further, that CONTRACTOR shall furnish OWNER the required notification of such delays in accordance with Paragraph 11.06 of the General Conditions.

## ARTICLE 8. ASSURANCE

8.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in Article 5 of the Supplementary Conditions.

8.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data as CONTRACTOR deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 CONTRACTOR has given ENGINEER written notice of any conflict, error or discrepancy that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8.6 CONTRACTOR agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

## ARTICLE 9. CONTRACT DOCUMENTS.

9.1 The Contract Documents which comprise the Contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

9.1.1 Invitation To Bid.

9.1.2 Instructions To Bidders.

9.1.3 Bid Form.

9.1.4 This Agreement.

9.1.5 Performance Bond, EJCDC Document C-610, 2013 edition, Payment Bond, EJCDC Document C-615, 2013 edition, and other required Bonds.

9.1.6 General Conditions, EJCDC Document No. C-700, 2013 edition.

9.1.7 Supplementary Conditions Parts I and II.

9.1.8 Specifications (as listed in Table of Contents).

9.1.9 Drawings, numbered G-1 through G-5, C-1 through C-11, A-1 through A-18, S-1 through S-11, M-1 through M-7 (including M-3A), H-1 through H-5, P-1 through P-6, E-1 through E-11, I-1 through I-11 inclusive and dated July 2020.

9.1.10 Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.

9.1.11 Any modification, including Change Orders, duly delivered after execution of Agreement.

## ARTICLE 10. MISCELLANEOUS

10.1 Terms used in this Agreement which are defined in Article 1 of the Conditions of the Contract shall have the meanings assigned in the Conditions of the Contract.

10.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of OWNER. In case CONTRACTOR assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to CONTRACTOR shall

be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

10.3 OWNER and CONTRACTOR each bind themselves, their partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.4 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a Modification.

## ARTICLE 11. MASSACHUSETTS EQUAL OPPORTUNITY REQUIREMENTS

11.1 The fair share goals for disadvantaged business enterprise (DBE) participation for this contract are a minimum of 4.20 percent Disadvantaged Minority Business Enterprise D/MBE participation and 4.50 percent Disadvantaged Women Business Enterprise D/WBE participation, applicable to the total dollar amount paid for the construction contract. The CONTRACTOR shall take all affirmative steps necessary to achieve this goal, and shall provide reports documenting the portion of contract and subcontract dollars paid to DBEs, and its efforts to achieve the goals, with each invoice submitted or at such greater intervals as specified by the Town of Ayer, Massachusetts. The CONTRACTOR shall require similar reports from its subcontractors.

### 11.2 Equal Employment Opportunity/Affirmative Action (EEO/AA) Requirements

During the performance of this Contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230.
6. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The CONTRACTOR will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or a vendor as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970.]

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

## ARTICLE 12. AMERICAN IRON AND STEEL (AIS) REQUIREMENTS

12.1 The Contractor acknowledges to and for the benefit of the Town of Ayer ("Purchaser") and the Commonwealth of Massachusetts (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the

State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

The Contractor agrees that it will fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons). The Contractor shall not award any subcontracts or purchase any materials from suppliers that appear on the Excluded Parties List System.

The Contractor shall include this requirement in each subcontract and require it to be included in all subcontracts regardless of tier. The Contractor shall maintain reasonable records to demonstrate compliance with these requirements.

This Project is subject to the Davis Bacon wage rate requirements. Attention is directed to Appendix G, included in PART II of the Supplementary Conditions for specific terms and conditions.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in sextuple. Four copies each have been delivered to Owner and one copy each to Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement shall become effective on \_\_\_\_\_, 20\_\_.

CONTRACTOR \_\_\_\_\_ OWNER \_\_\_\_\_

BY \_\_\_\_\_ BY \_\_\_\_\_

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest \_\_\_\_\_ Attest \_\_\_\_\_

Address for giving notices \_\_\_\_\_  
\_\_\_\_\_

Pursuant to M.G.L. Chapter 44 Section 31c, I certify that an appropriation has been made in the total amount of this contract.

Date \_\_\_\_\_ Signed \_\_\_\_\_

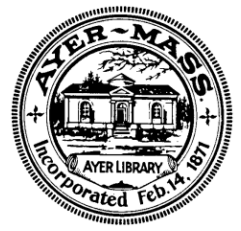
Title \_\_\_\_\_

Note: If CONTRACTOR is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

END OF DOCUMENT 005214

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

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

**MEMORANDUM**

**DATE:** October 16, 2020

**TO:** Ayer Select Board

**FROM:** Robert A. Pontbriand  
Town Manager

**SUBJECT: Town Manager's Report for the October 20, 2020 Select Board Meeting**

Dear Honorable Select Board Members,

I am pleased to transmit to you the following Town Manager's Report for the October 20, 2020 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):**

*Administrative Update:*

- I will provide a brief Administrative Update at the meeting of the various activities, initiatives, and projects of the Administration since the Select Board last met on October 6, 2020.

*Review of Town Warrant(s):*

- I have reviewed, approved, and signed the following Town Warrants since the Select Board last met on October 6, 2020:

Payroll Warrant #21-07 in the amount of \$317,771.22 was reviewed, approved, and signed on October 7, 2020.

Accounts Payable Warrant #21-07 in the amount of \$936,097.79 was reviewed, approved, and signed on October 13, 2020.

**COVID-19 Update:**

- I will provide a brief COVID-19 Update at the meeting regarding the Town's ongoing COVID-19 preparedness.



**Approval of the DRAFT FY 2022 Budget Calendar:**

- I am respectfully recommending that the Select Board review and approve the DRAFT FY 2022 Budget Calendar (See attached).

**October 26, 2020 Fall Town Meeting Update:**

- I will provide a brief update at the meeting of the Town's plans for the October 26, 2020 Fall Town Meeting. I will also answering any questions the Select Board may have on the Fall Special Town Meeting Warrant or any matters related to the Town Meeting to take place on Monday, October 26, 2020 at 7pm in the Auditorium of the Ayer Shirley Regional High School.

**Acceptance of Grant – Town Clerk's Office – Center for Tech and Civic Life:**

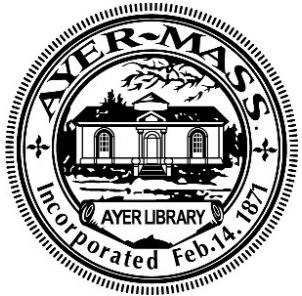
- I am pleased to inform the Select Board that the Town Clerk, Ms. Susan Copeland successfully secured a grant in the amount of \$5,000 from the Center for Tech and Civic Life to be used for the purposes of planning and operationalizing the safe and secure election administration in the Town of Ayer for 2020. Please see the attached letter from the Town Clerk (See attached).
- I am respectfully requesting that the Select Board vote to accept the grant in the amount of \$5,000 from the Center for Tech and Civic Life.

**Overview of Article 4: West Main Street Property for a New Senior Center:**

- I would like to provide the Select Board with a brief overview of Article 4: Acquire West Main Street Property for a New Center in preparation for the presentation to be given at the Fall Special Town Meeting to take place on October 26, 2020 at 7pm. The facilitate that overview and discussion, I have attached the Senior Center Feasibility Study Report (See attached).
- My overview will highlight the following:
  - The key points of the Senior Center Feasibility Study Report.
  - The process and factors identifying 211 West Main Street as the optimal site for a new Senior Center.
  - Overview of what Article 4 authorizes, including contingencies and safeguards with respect to the acquisition of the land.
  - Next steps upon Town Meeting approval.

Thank you.

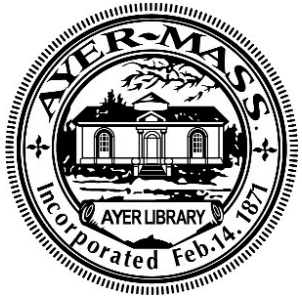
Attachment(s):           DRAFT FY 2022 Budget Calendar  
                                  Letter from the Town Clerk Re: Grant from the Center for Tech and Civic Life  
                                  Senior Center Feasibility Study Report



August 2020

Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18 BOS Open Fall Town Meeting Warrant	19	20	21
24	25	26	27	28
31				

Town of Ayer  
FY '22 Budget/Town Meeting Calendar  
**DRAFT—October 2, 2020**



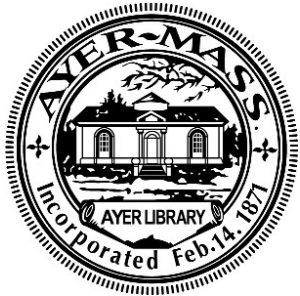
# September 2020

Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7 Town Hall Closed Labor Day	8	9	10	11
14	15 SB Meeting	16	17	18
21	22	23	24	25
28	29 Rate Review Committee	30 OPEB Board of Trustees		

Town of Ayer

FY '22 Budget/Town Meeting Calendar

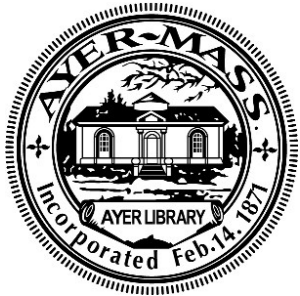
**DRAFT—October 2, 2020**



# October 2020

Mon	Tue	Wed	Thu	Fri
			1	2 12 PM Close Fall Town Meeting Warrant
5	6 SB Meeting to approve Fall Town Meeting Warrant	7	8	9 FY '22 Capital Directive Out
12 Town Hall Closed Columbus Day	13	14	15	16
19	20 SB Meeting	21	22	23
26 7 PM Fall Special Town Meeting, ASRHS	27	28	29	30 FY'22 Capital Due

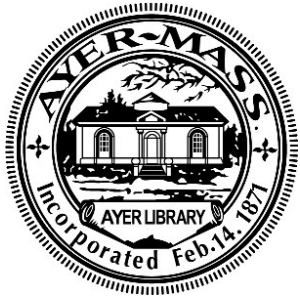
Town of Ayer  
 FY '22 Budget/Town Meeting Calendar  
**DRAFT—October 2, 2020**



# November 2020

Mon	Tue	Wed	Thu	Fri
2	3 Presidential Election SB Meeting Needs to be rescheduled	4	5	6 Fy '22 Operating Budget Directive Out
9	10 Rate Review Committee 1st Capital Planning Meeting	11 Town Hall Closed Veteran's Day	12	13
16	17 SB Meeting	18	19	20
23	24	25	26 Town Hall Closed Thanksgiving	27 Town Hall Closed Day After Thanksgiving
30				

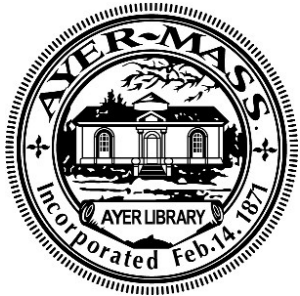
Town of Ayer  
 FY '22 Budget/Town Meeting Calendar  
**DRAFT—October 2, 2020**



# December 2020

Mon	Tue	Wed	Thu	Fri
	1 SB Meeting Tax Classification Hearing	2	3	4 FY '22 Operating Budgets Due
7	8	9	10	11
14	15 SB Meeting	16	17	18
21	22	23	24 Town Hall Closed 1/2 Day Christmas Eve	25 Town Hall Closed Christmas Day
28	29	30 OPEB Meeting	31 Town Hall Closed 1/2 Day New Year's Eve	

Town of Ayer  
 FY '22 Budget/Town Meeting Calendar  
**DRAFT—October 2, 2020**



# January 2021

Mon	Tue	Wed	Thu	Fri
				1 Town Hall Closed New Year's Day
4	5 SB Meeting Call Annual Election	6	7	8
11	12 Rate Review Committee	13	14	15
18 Town Hall Closed MLK, Jr. Day	19 SB Meeting	20	21	22
25 First Budget Presenta- tion to SB and Fin Com	26	27	28	29

### Tasks

Fin Com to meet with Dept.  
Heads, if needed

#### Town Accountant

Revenue Projections  
Water/Sewer Rate Model  
Develop Ambulance and  
Solid Waste Rates

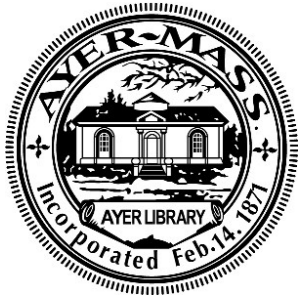
#### Town Manager

Meet with Departments

Town of Ayer

FY '22 Budget/Town Meeting Calendar

**DRAFT—October 2, 2020**



# February 2021

Mon	Tue	Wed	Thu	Fri
1	2 SB Meeting Open ATM Warrant	3	4	5
8	9 Rate Review Committee	10 FY '22 Health Rates Expected	11	12
15 Town Hall Closed President's Day	16 SB Meeting	17	18	19
22	23	24	25	26

**Tasks**

OPEB Meeting

Town Accountant

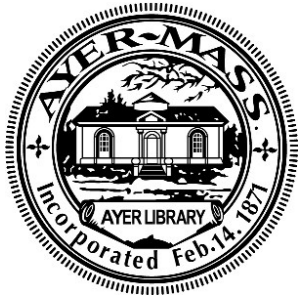
Revenue Projections  
Water/Sewer Rate Model  
Develop Ambulance and  
Solid Waste Rates

Town Manager

Make COLA Recommendation

Town of Ayer  
FY '22 Budget/Town Meeting Calendar  
**DRAFT—October 2, 2020**





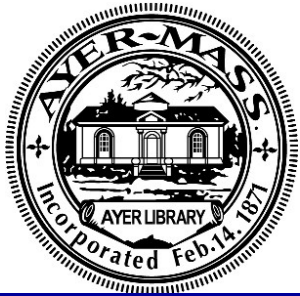
March 2021

Mon	Tue	Wed	Thu	Fri
1 Regional School Assessments Due	2 SB Meeting	3	4	5
8 Second Budget Presentation to SB and Fin Com	9 Rate Review Committee	10	11	12
15	16 SB Meeting Public Hearing Water & Sewer Rates	17	18	19
22	23	24 OPEB Meeting	25 Close ATM Warrant	26
29	30	31		

Town of Ayer

FY '22 Budget/Town Meeting Calendar

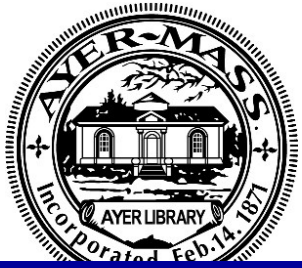
**DRAFT—October 2, 2020**



April 2021

Mon	Tue	Wed	Thu	Fri
			1	2
5	6 SB Meeting Approve ATM Warrant	7	8	9
12	13	14	15	16
19 Town Hall Closed Patriots Day	20 SB Meeting Approve Ec. Dev. Udag Budget	21	22	23
26 ANNUAL TOWN MEETING	27	28	29	30

Town of Ayer  
 FY '22 Budget/Town Meeting Calendar  
**DRAFT—October 2, 2020**



May 2021

Mon	Tue	Wed	Thu	Fri
3	4 SB Meeting	5	6	7
10	11 ANNUAL TOWN ELECTION	12	13	14
17	18 SB Meeting	19	20	21
24	25	26	27	28
31 Town Hall Closed Memorial Day				

Town of Ayer  
 FY '22 Budget/Town Meeting Calendar  
**DRAFT—October 2, 2020**



Office of the Town Clerk  
1 Main Street  
Ayer, Massachusetts 01432

October 1, 2020

Robert Pontbriand, Town Manager  
1 Main Street  
Ayer, MA 01432

Dear Mr. Pontbriand,

I am pleased to share that the Center for Tech and Civic Life has reviewed my COVID-19 Response Grant application and has approved a grant award totaling \$5000.00 to the Town of Ayer to support the work of elections in my office.

The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Ayer Town in 2020.

In my application, I indicated that the amount of the grant shall be expended on the following specific election administration needs: Ballot drop boxes, Personal protective equipment (PPE) for staff, poll workers, or voters, Poll worker recruitment funds, hazard pay, and/or training expenses, Polling place rental and cleaning expenses for early voting or Election Day, Temporary staffing, and Vote-by-mail/Absentee voting equipment or supplies.

The office of the Town Clerk shall expend the amount of this grant for the purpose by December 31, 2020.

I have been in contact with the Town Finance Team to set up the appropriate accounts and spending guidelines.

Thank you to the office of the Town Manager and the Select Board for the continued support during a very hectic election year. This grant is certainly going to help to offset the unexpected costs and staff increase to ensure we once again run a successful election.

Sincerely,  
*Susan E Copeland*

Susan E. Copeland  
Ayer Town Clerk



# AYER CENTER FOR ACTIVE LIVING

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TOWN OF AYER, MASSACHUSETTS  
OCTOBER 2020

# TABLE OF CONTENTS

## 1. EXECUTIVE SUMMARY AND RECOMMENDATIONS

## 2. EVALUATION OF EXISTING FACILITY

EXISTING COUNCIL ON AGING MAIN ENTRY . . . . .	4
EXISTING FACILITY OVERVIEW . . . . .	5
PHOTOGRAPHS OF EXISTING . . . . .	6
PHOTOGRAPHS OF EXISTING CONT. . . . .	7

## 3. INITIAL SITE OPTION INVESTIGATIONS - 7 SITES

LOCATION MAPS, ZONING AND WETLANDS . . . . .	9
SITE EVALUATION - CURRENT LOCATION, 18 POND STREET . . . . .	10
SITE EVALUATION - PARCEL 1-3, 99 FITCHBURG ROAD . . . . .	10
SITE EVALUATION - PARCEL 19-8, 106 PARK STREET . . . . .	11
SITE EVALUATION - PARCEL 19-13, 0 BROOK STREET . . . . .	11
SITE EVALUATION - PARCEL 26-97, 6 GROTON ROAD . . . . .	12
SITE EVALUATION - PARCEL 20-1, 115 WASHINGTON STREET . . . . .	12
SITE EVALUATION - PARCEL 32-11 & 32-13, 211 WEST MAIN STREET . . . . .	13

## 4. PROGRAMMING OUTREACH AND DEVELOPMENT

PROGRAMMING PROCESS . . . . .	14
COMMUNITY MEETING AGENDA AND ACTIVITIES . . . . .	15
COMMUNITY MEETING QUESTIONS AND RESPONSES . . . . .	16
COMMUNITY MEETING QUESTIONS AND RESPONSES . . . . .	17

## 5. FOCUSED SITE OPTION INVESTIGATIONS - 3 SITES

PARCEL 19-8, 106 PARK STREET . . . . .	19
PARCEL 26-97, 6 GROTON STREET . . . . .	20
PARCEL 32-11, 32-13, 211 WEST MAIN STREET. . . . .	21

## 6. PLAN RESOLUTION

SMART GROWTH DESIGN OPTION A . . . . .	23
SMART GROWTH DESIGN OPTION B . . . . .	23

## 7. PLAN AND THREE DIMENSIONAL DEVELOPMENT

SITE PLAN DEVELOPMENT . . . . .	24
OVERALL SITE PLAN . . . . .	25
ENLARGED SITE PLAN . . . . .	25
FLOOR PLAN DEVELOPMENT GOALS . . . . .	26
FLOOR PLAN DEVELOPMENT . . . . .	26
FLOOR PLAN DEVELOPMENT GOALS . . . . .	26
FLOOR PLAN DEVELOPMENT . . . . .	26
FLOOR PLAN . . . . .	27
THREE DIMENSIONAL DEVELOPMENT . . . . .	28
SUSTAINABILITY . . . . .	28
THREE DIMENSIONAL DEVELOPMENT IMAGES . . . . .	29

## 8. RECOMMENDATIONS AND NEXT STEPS

OVERVIEW . . . . .	30
RECOMMENDATIONS AND NEXT STEPS . . . . .	31

# EXECUTIVE SUMMARY AND RECOMMENDATIONS



## BACKGROUND FOR THIS REPORT

The existing Council on Aging facilities do not meet the needs of Ayer today, and will be increasingly inadequate as the user population grows, the facilities age, and expectations for what a Council on Aging offers continue to expand. The existing COA is well organized and offers a variety of programs, but is severely limited by the constrained spaces in the public housing complex it now occupies. More and more communities are broadening their user base with a “Center for Active Living” rather than a “Senior Center” model, providing facilities for a more diverse range of users in terms of age, family structure, experiences and lifestyles. This pays dividend in strengthening the community and encouraging participation in programs, but requires the physical infrastructure to support these efforts.

There is a broad community consensus that a new facility is needed for a growing user base. Based on this understanding Ayer issued a Request for Qualifications for a COA Study, reviewed submissions, and retained Abacus Architects + Planners - The Consultant – in the Spring of 2019 based on their expertise and similar experience. This report documents their investigations and recommendations.

The Senior Center Feasibility Study examined a series of different challenges and opportunities to define an optimal CEO facility. These included:

### EXISTING FACILITY:

The Consultant reviewed and documented the existing building and site, programs accommodated, limitations, location and overall character.

### POSSIBLE SITES

Representatives of the Town identified 7 possible sites for an expanded COA Facility. These were studied from a number of perspectives: size, location, availability, possible constraints, and opportunities to support other town goals.

- Current Location: 18 Pond Street
- Parcel 1-3: 99 Fitchburg Road
- Parcel 19-8: 106 Park Street
- Parcel 19-13: 0 Brook Street
- Parcel 26-97: 6 Groton Road
- Parcel 20-1: 115 Washington Street
- Parcels 32-11, 32-13: 211 West Main Street

## PROGRAM:

The Consultant reviewed existing and projected program needs with the COA Director and the Town. At a well-attended meeting on September 30, 2019 documented COA needs were presented, input on a COA vision solicited, and program options for the facility presented and discussed. A survey solicited more detailed input. Programming options and input were reviewed with the Town and COA Director, and an optimal program document prepared.

## SITE/PROGRAM TEST FIT STUDIES

A detailed examination of the site options initially identified confirmed that three of the sites met preliminary requirements warranting further examination. The Consultant, utilizing the consensus program, prepared site and building plans investigating how the program requirements could be accommodated on each site.

## PROS AND CONS ANALYSIS:

The three site/building options were analyzed for their ability to meet the needs of the Town of Ayer, short and long term, and the needs of current and potential building users. The West Main Street site proved to be the most advantageous for a number of reasons:

- It is on a well-traveled route between Downtown and Devens, making it very visible and accessible.
- The site engages the town fabric on the front, and a natural landscape on the back, providing a broad range of potential experiences for users (i.e. - front porch on the street, nature trails on the back)
- It is close to Downtown Ayer, the train station, and other Town amenities.
- It is far enough from Downtown to have minimal space and parking constraints, allowing possible expansion in the future.

- It supports the transformation of the West Main Street from an auto-oriented commercial strip corridor into a more traditional New England pedestrian-oriented Village Center, in close proximity to Downtown Ayer, and aligned with numerous adopted Town of Ayer community goals and future vision.

## DESIGN DEVELOPMENT:

Schematic site plans, building plans and three dimensional development of the exterior and interior suggest how a West Main Street Village COA facility can support programmatic and town planning goals, and create a memorable place for residents of all ages.

## RECOMMENDATIONS:

The site and building analyses to date suggest that this site can support the design and construction of a new facility that meets the needs of seniors and the Town as a whole. We recommend that Ayer investigate purchase of the property looking at the cost, whether there is any environmental contamination that may have costs or constraints, and whether there are other environmental and regulatory constraints that should be taken into consideration.

Environmental testing, a detailed site survey, and geotechnical investigations should be considered along with consultation with Town and State officials to discuss approvals and implementation.

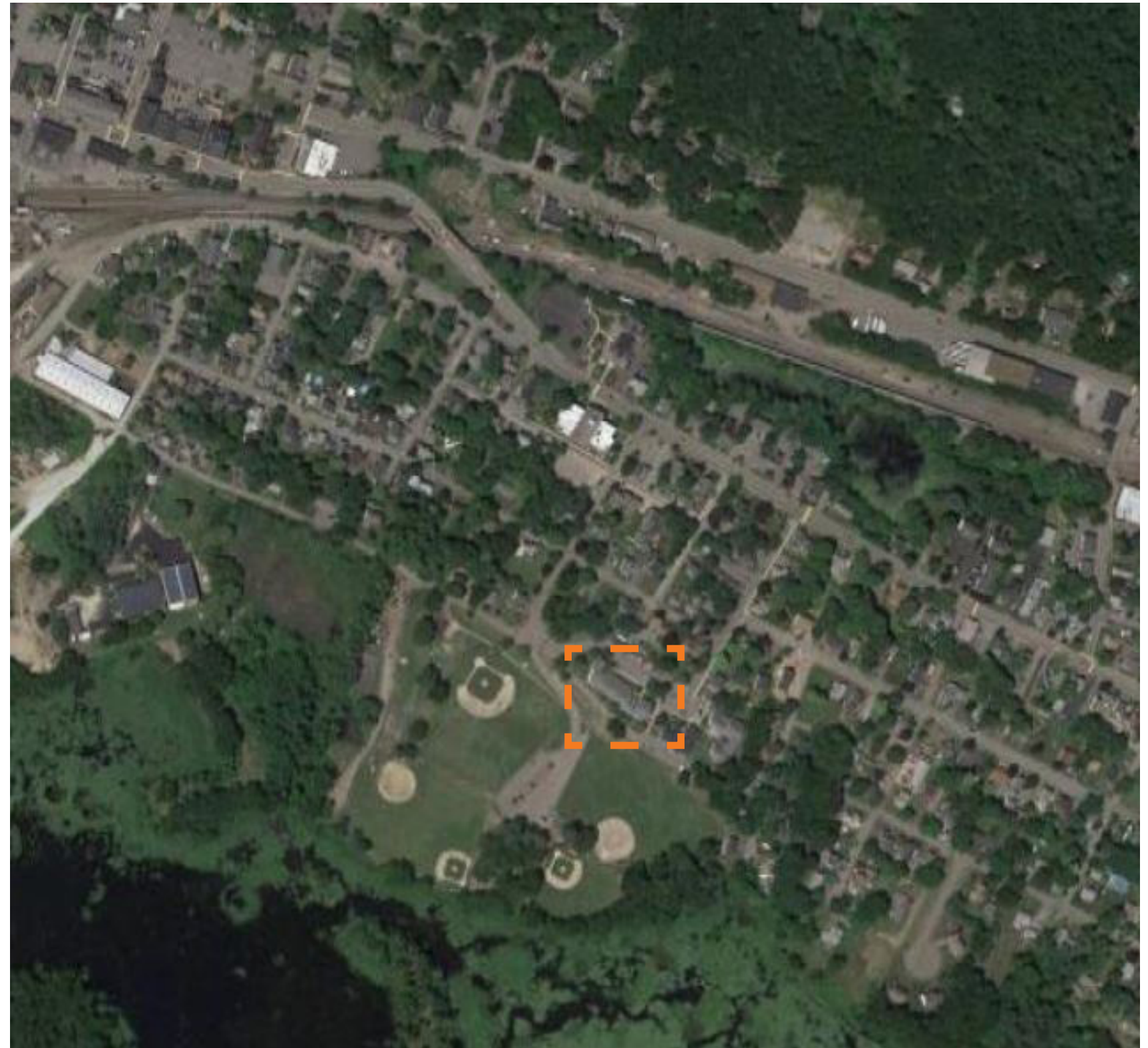
In parallel with the investigation, the COA and Town leaders should make residents aware of this report, the recommendations and site investigations, and provide Senior Center advocates with the information they may need build support for a new COA facility land purchase, further outreach, funding and construction.



# EVALUATION OF EXISTING FACILITY

## EXISTING COUNCIL ON AGING MAIN ENTRY

2



## EXISTING FACILITY OVERVIEW

Council on Aging facilities need to meet a broad range of needs. As seniors live longer and their families, in many cases, live far away, they are increasingly becoming second homes. Users come for social contact, culture, entertainment, health care, physical activities, counseling, and nutrition. Both physical and mental health becomes dependent on the space and programs that are provided. This suggests that there are a series of specialized spaces that should be offered to meet this range of individual and group needs.

At the same time, Council on Aging facilities are increasingly branding themselves as Centers for Active living, reaching out to a younger demographic while continuing to serve the older population. This helps build support for funding and programs that appeal to a broader range of Town residents.

The existing facility is very deficient in both of these areas, overwhelmingly because of the limited amount of space, and not because of any lack of effort on the part of the Town or staff. The deficiencies noted below not only document current conditions, but suggest basic requirements for a new Council on Aging/Center for Active Living.

### DETAILED EVALUATION- INTERIOR:

Specific deficiencies that interfere with successful delivery of services include:

1. An entry that is not particularly welcoming, attractive or visible.
2. Offices do not provide the space or privacy staff needs for planning and collaboration with each other and volunteers.
3. Private areas for discussing finances, health, nutrition, and mental health issues are not available, potentially discouraging requests for support.
4. The kitchen does not provide the space, organization or equipment to meet the growing need for healthy meals, and is not sufficiently contained to avoid a sense of clutter.
5. The dining area is not defined in a way that creates a comfortable and homey environment.

6. The living room area is limited in size and the types of activities it sponsors.
7. Bathrooms do not meet the needs of all seniors.
8. The limited size does not allow the diverse range of spaces needed for physical activities, arts and crafts, games and socializing typical of most Council on Aging, Senior Center and Center for Active Living facilities.
9. The low ceiling and limited windows do not provide the kind of warm and welcoming environment that encourages physical and mental well-being.
10. There are no spaces large enough to accommodate the kind of inclusive activities that build support in the community.
11. The limited space does not offer opportunities for flexibility in how rooms are used.

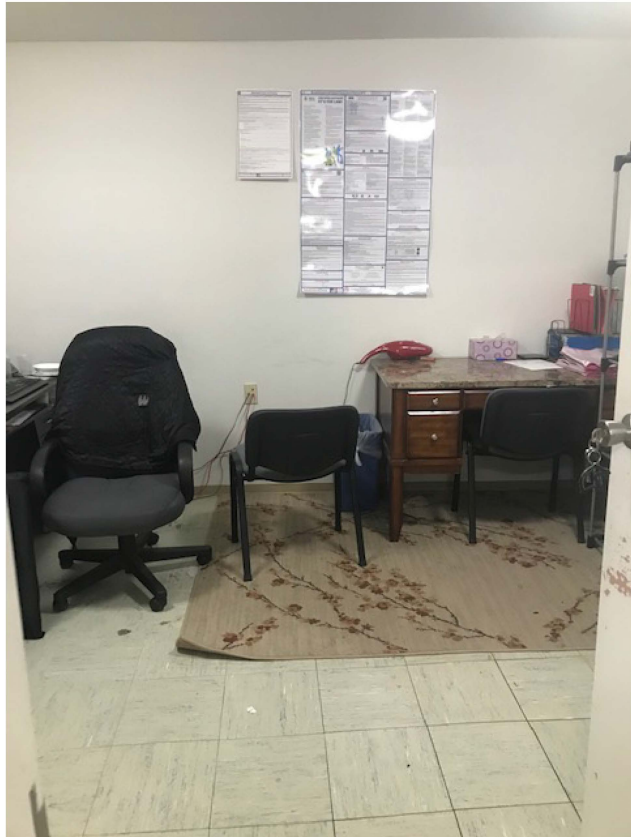
### DETAILED EVALUATION - EXTERIOR:

1. The Senior Center has virtually no visibility to the public, and lacks a welcoming presence, discouraging use and community support.
2. The front porch provides only limited opportunities for social engagement and is removed from the life of the town. Parking, especially handicapped parking, is not sufficient to engage larger user groups.
3. There is virtually no space for outdoor activities such as exercising, nature walks, gardening, outdoor games and outdoor socializing that support physical and mental health.
4. The tight site does not offer opportunities for expansion or outdoor rooms.

PHOTOGRAPHS OF EXISTING



PHOTOGRAPHS OF EXISTING CONT.



# INITIAL SITE OPTION INVESTIGATIONS – 7 SITES

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## 3

### **SITE SELECTION CRITERIA:**

Determining the optimal site for a renewed Senior Center is a critical part of this study. The investigation began by outlining parameters that could be used to evaluate property options:

1. Is the property available for purchase at a reasonable price and within a reasonable time frame.
2. Is the site large enough to accommodate a new building, parking and open space. The Consultant and Town representatives review other senior centers designed by Abacus as determined that 1 acre is that smallest possible site, and 1.5 acres or larger would be desirable to accommodate possible expansion, overflow parking and outdoor activities.
3. Are there regulatory obstacles – zoning, wetlands, contamination etc. – that might hinder successful development?
4. Are there topographic conditions, rock outcroppings, abutting uses or other characteristics of sites that would make a site less advantageous?
5. Is the location appropriate in relation to visibility, accessibility to the largest number of users, proximity to other Ayer amenities and supporting the Town's redevelopment and Smart Growth goals to protect open space and support local business and townscape vitality?

### **SITE MAPPING:**

Consulting with real estate brokers, knowledgeable Ayer residents, Town personnel and property owners a list of possible properties for development was assembled. Site options were delineated on an overall aerial map of Ayer to show their location in relation to roads, downtown, water, the rail line, and other elements that define the Town.

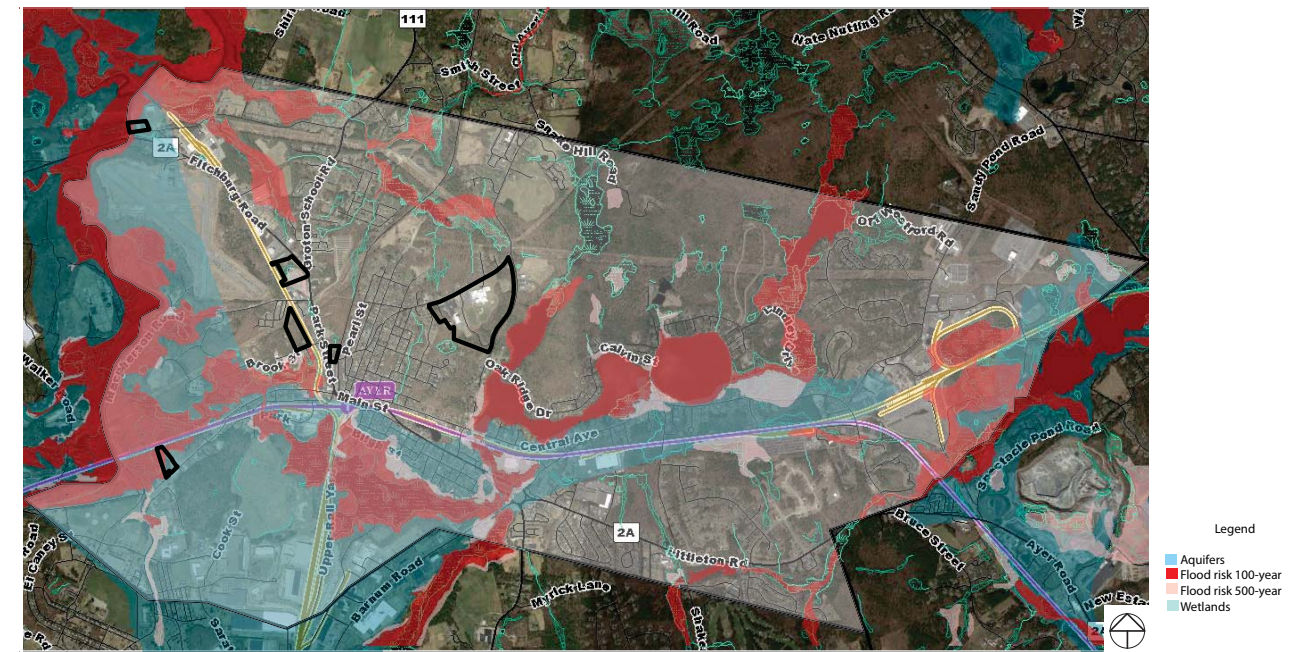
Then each site was delineated at a larger scale showing the property lines, abutting properties, wetlands, flood zones and zoning. This mapping suggests the environmental and regulatory concerns that might be associated with each parcel.

An additional delineation showed 100 parking spaces and a 10,000 square foot senior center footprint superimposed on the property as blocks scaled to the underlying aerial site plan. This allows an understanding of the relative size of the property in relation to building and site planning requirements.

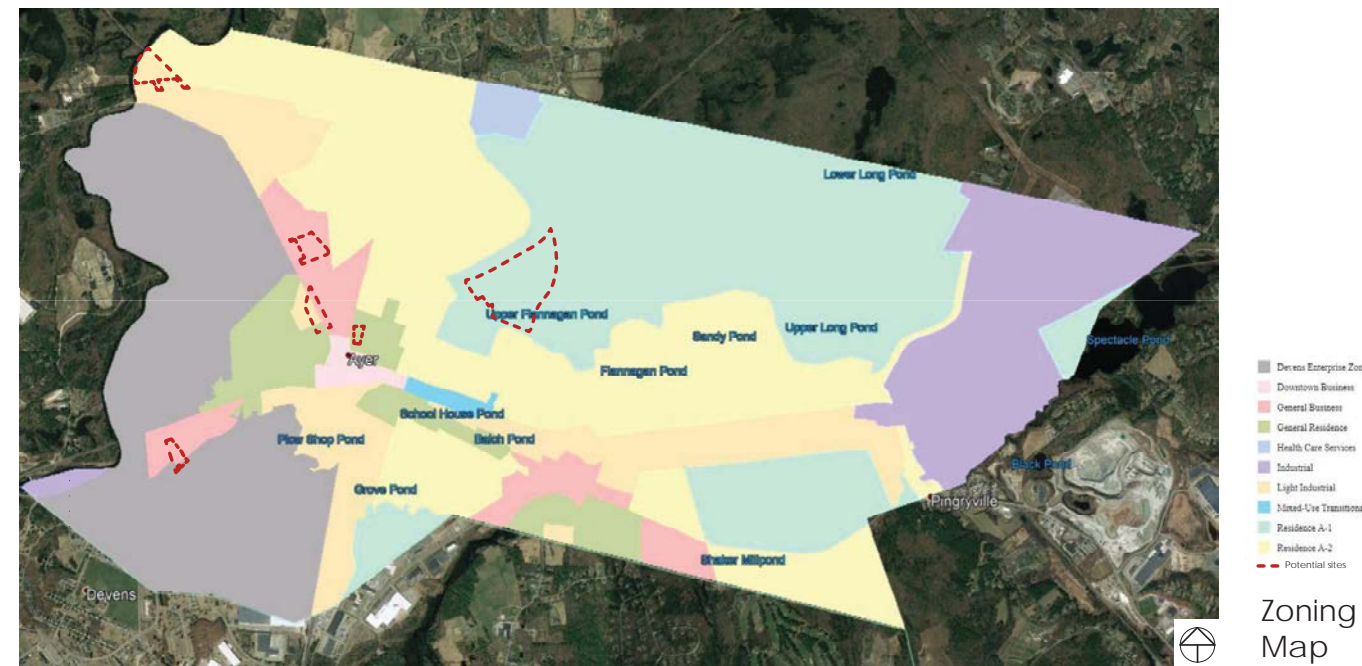
# LOCATION MAPS, ZONING AND WETLANDS



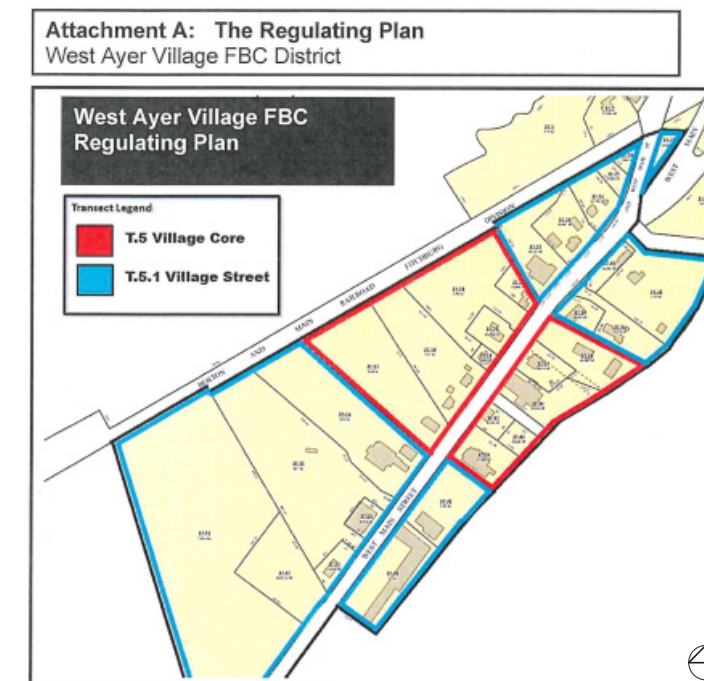
Overall Ayer Site map with parcels to evaluate highlighted



Overall Ayer wetlands map with parcels to evaluate highlighted



Overall Ayer zoning with parcels to evaluate highlighted



Enlarged Ayer zoning with of West Main Village

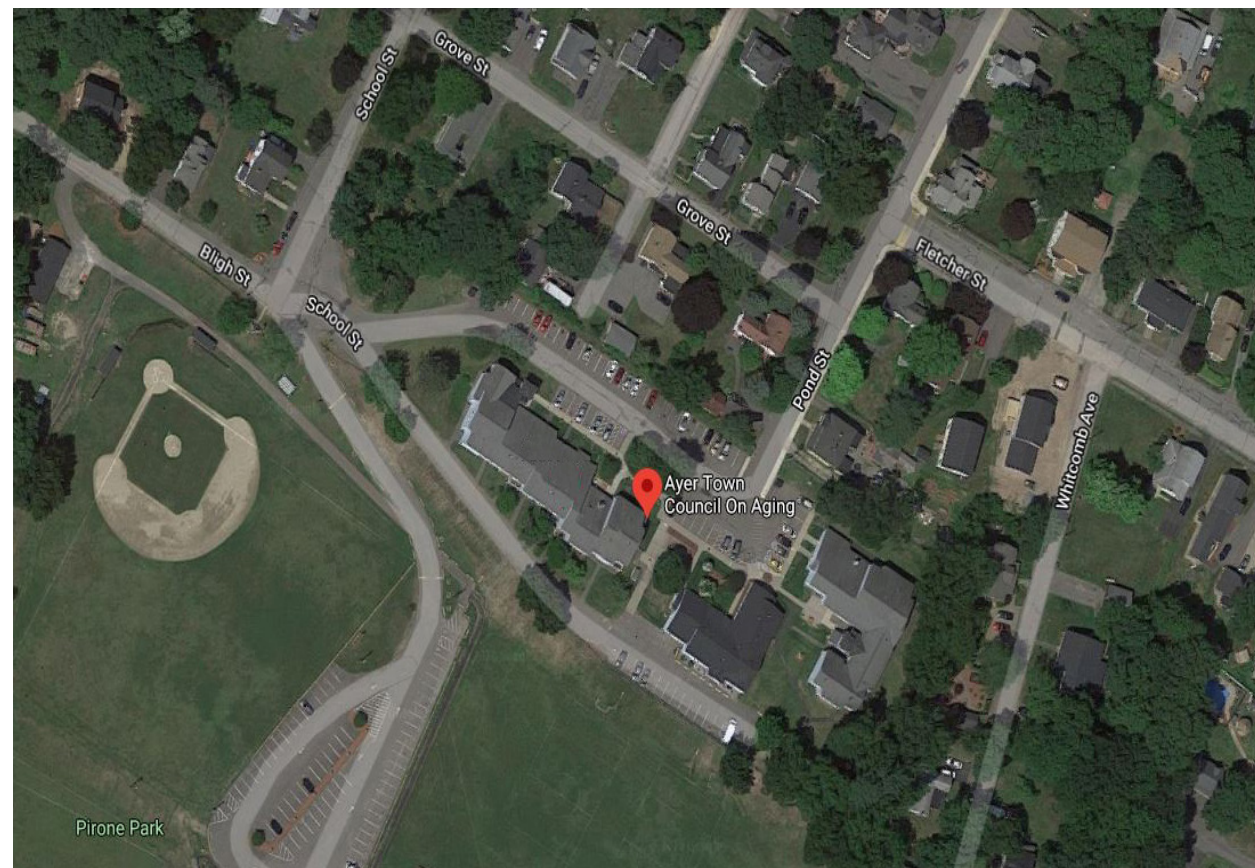
## SITE EVALUATION - CURRENT LOCATION, 18 POND STREET & PARCEL 1-2, 99 FITCHBURG ROAD

### SITE EVALUATION:

Utilizing the site evaluation criteria noted above, and the information conveyed on the site maps, each property was evaluated for its appropriateness as a location for a new Senior Center.

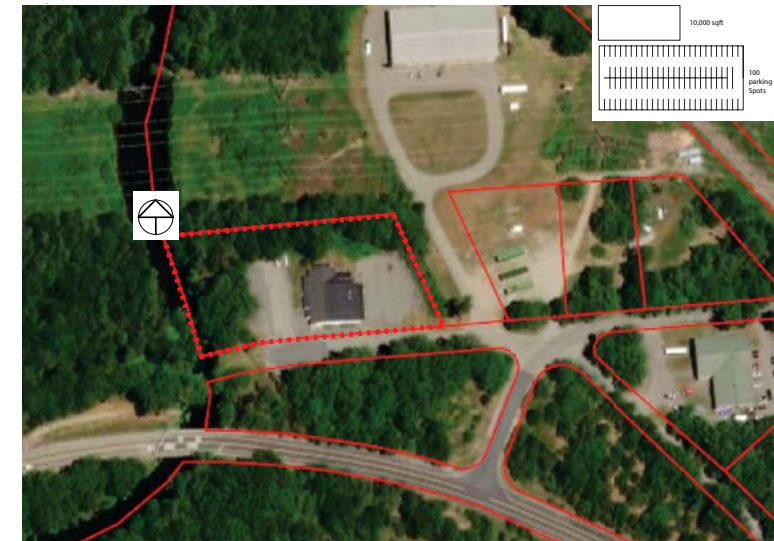
### CURRENT LOCATION, 18 POND STREET:

The limitations of this site were clear to all concerned without pursuing the site mapping noted above. The location within an Ayer Housing Authority property offers no opportunities for expansion without negatively impacting the Housing Authority and its mission, and without expansion the COA cannot fulfill its missions. The Housing Authority property is tightly constrained by the East/West section of School Street and the adjacent playing fields to the south, and the AHA parking lot to the north, which is pushed tight to the residential properties that abut it. Expansion to the east and west is constrained by Whitcomb Avenue and the North/South section of School Street. No further study of this site was pursued.



### PARCEL 1-2, 99 FITCHBURG ROAD:

This is the farthest property from downtown and is zoned industrial and is surrounded by industrial use. It is accessed from a drive off of Groton-Shirley Road; it's location behind other properties would make it virtually invisible. The location on the Nashua River offer a connection to nature, but the 100 year flood zone covers half of the site limiting buildable area. Two thirds of the buildable area is under power lines. The location adjacent to the airport suggests that noise will be a significant problem. This site does not appear to be desirable for accomplishing COA and Town goals.



- Legend
- Flood risk 100-year
  - Wet lands
  - Flood risk 500-year

SITE EVALUATION - PARCEL 19-8, 106 PARK STREET & PARCEL 19-13, 0 BROOK STREET

**PARCEL 19-8, 106 PARK STREET:**

The prominent location at the intersection of Park Street, Fitchburg Road and Groton School Road in an area with stores and restaurant makes this an attractive site. It is zoned General Business so rezoning will probably not be required. It's relatively close proximity to Downtown is also advantageous in terms of the Town's broader goals. It is fairly large in relation to the Senior Center Program and parking requirements, but wetlands and 100 year flood zone take up most of the back half of the site. The front half of the site, abutting Fitchburg Road, may offer enough space for development to warrant additional study.



**PARCEL 19-13, 0 BROOK STREET:**

Although this property is located fairly close to downtown, it's location on Brook Street across the railroad tracks from Park Street would leave it barely visible from public ways. It is not part of a larger neighborhood and abutting uses are industrial in character. The site is completely covered with woods, which offers opportunities for shade and nature trails, but it would require substantial clear-cutting for development. The Residence A-2 zoning suggests that there may be resistance to development that brings traffic and larger construction with it. This site is unlikely to be provide an optimal location for a new Senior Center.



Legend

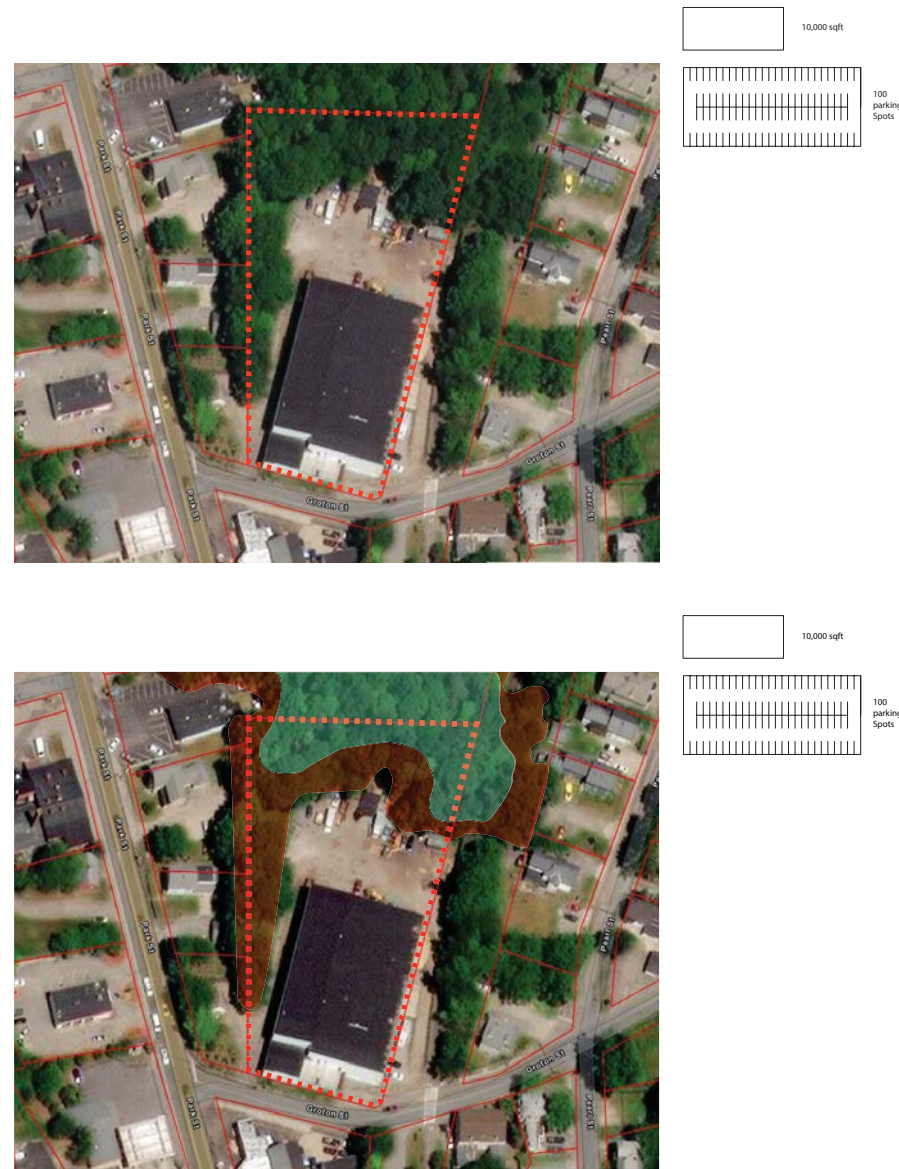
- Flood risk 100-year
- Wet lands
- Flood risk 500-year



# SITE EVALUATION - PARCEL 26-97, 6 GROTON ROAD & PARCEL 20-1, 115 WASHINGTON STREET

## PARCEL 26-97, 6 GROTON STREET:

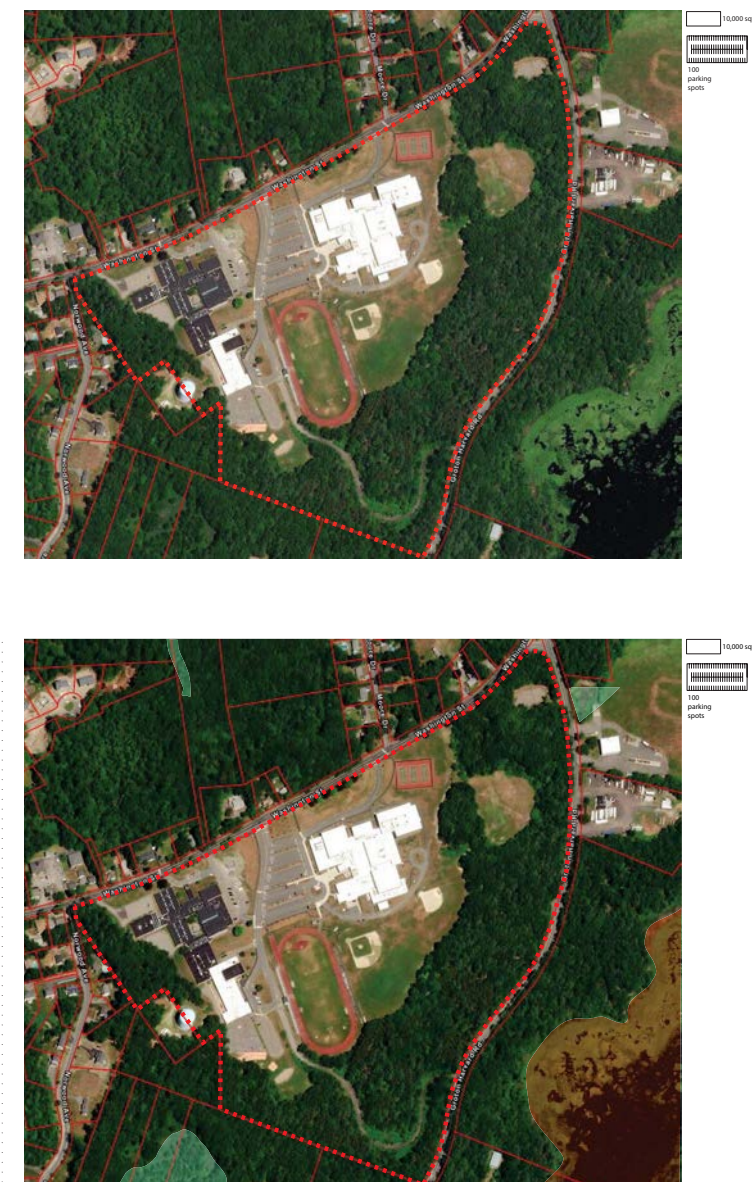
This is the closest site to downtown and would expand Ayer’s civic core from Main Street north up Park Street. It’s location at one end of the new commuter parking lot reinforces this connection, and provides overflow parking for Senior Center events. Immediately to the east is the Nashua River Rail Trail, which helps connect the site to its context. The size of the site is a significant disadvantage. A new Senior Center and parking would take up virtually all of the buildable area, with significant slopes at the north and west edges of the site making construction a significant challenge. The Town Center location suggests further investigation is warranted to see if constraints prove to be limiting.



- Legend
- Flood risk 100-year
  - Wet lands
  - Flood risk 500-year

## PARCEL 20-1, 115 WASHINGTON STREET:

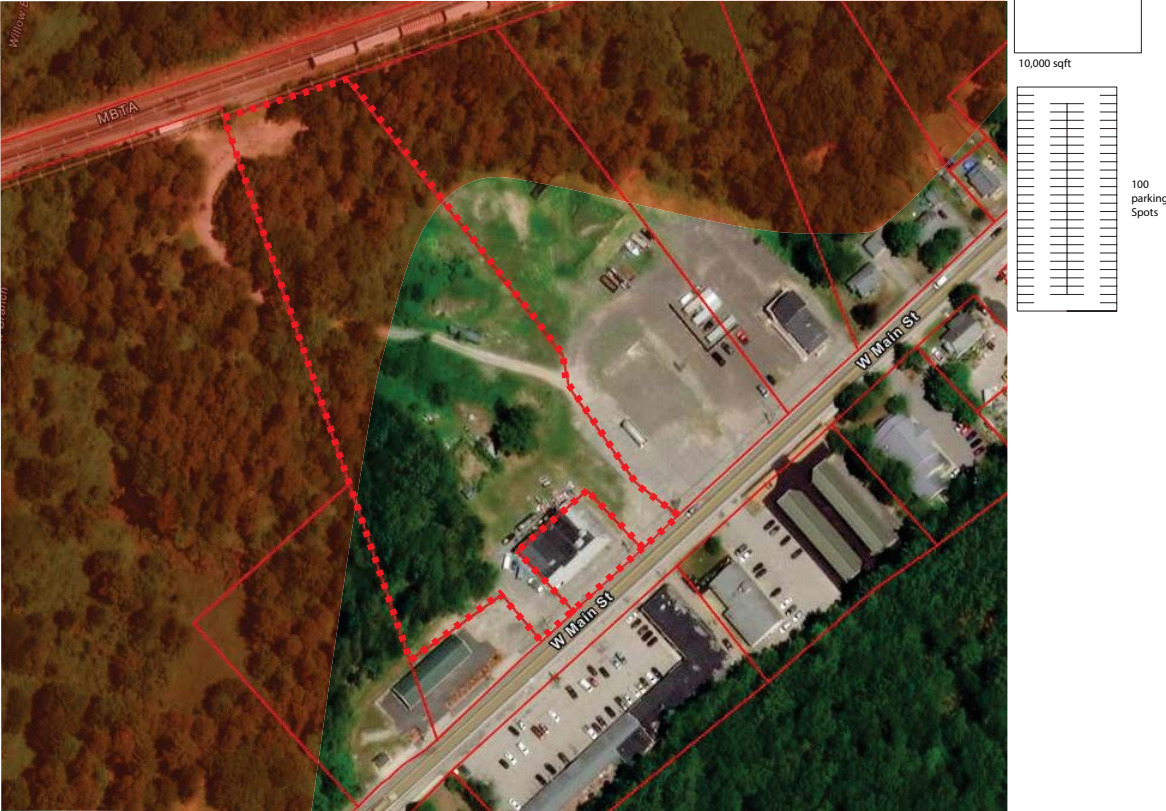
The Ayer-Shirley Regional High School/Page Hilltop Elementary School site appears to offer a significant amount of undeveloped land that could accommodate a new Senior Center. Construction on this site offers the opportunity to share open space amenities and sponsor multi-generational programs. Development on the site would be visible to those utilizing the schools, although it would be remote from the Town’s other civic and commercial amenities. An additional concern is whether the School District would be amenable to development on the site, which might limit their options in the future. This site should be considered only if the School District is amenable to allocating an appropriate space for Senior Center



# SITE EVALUATION - PARCEL 32-11 & 32-13, 211 WEST MAIN STREET

## PARCELS 32-11 & 32-13, 211 WEST MAIN STREET:

West Main Street has been a focus of the Town’s planning efforts because it can extend the small town pedestrian character of Main Street towards Devens. Although it currently functions as an auto-oriented commercial strip corridor, the recently adopted and prescriptive Form-Based Zoning Code requires new development conformance with a more traditional and compact pedestrian-oriented New England Village setting. This site appears to be large enough to support the construction of a new Senior Center while fostering long term development adjacent to it that fulfills Town goals. The rear of the site is in the 100 year flood zone but is appropriate for walking trails and outdoor activities. The front of the site is large enough to have a presence on this important street. The dry cleaner that once occupied the site produced contamination which was remediated under Department of Environmental Protection oversight. This is a high priority site for further investigation.



- Legend
- Flood risk 100-year
  - Wet lands
  - Flood risk 500-year

# PROGRAMMING OUTREACH AND DEVELOPMENT

## 4

### PROGRAMMING PROCESS

The Consultant, the Council on Aging Director, Town personnel and Ayer citizens worked closely together developing a program for the new facility. This was an iterative process intended to define a building large enough to meet a broad range of needs in the community, while small enough to be affordable. It is focused on the expanding senior community, while allowing necessary space and flexibility to meet the needs of other demographics. Key steps in the process were:

**REVIEW OF EXISTING FACILITY:** Section 2 documents the physical deficiencies of the existing building and site. Discussions with the Director and others suggested the kinds of programs that are needed, but can't be implemented, because of space limitations.

**REVIEW OF OTHER FACILITIES:** The Consultant introduced a variety of programs for similar facilities that they have designed. They include a small Senior Center, a larger Center for Active Living, a Community Center and a Multi-Generational Community Centers – ranging from 10,000 to 35,000 square feet. The consensus was to keep this facility on the small end of the spectrum.

**COMMUNITY MEETING:** On September 30, 2019 The Consultant and the Town of Ayer organized a well-attended public meeting to solicit input on a new Senior Center/Center for Active Living. The following activities took place:

- Introduction and Overview - The deficiencies of the existing building and the need for a new one were discussed, along with the need for input on the program. Possible sites were not discussed pending further investigation.
- Discussion - In an open discussion attendees were encouraged to describe their vision for a new facility, what it would include, and how it would be similar to or different from the existing Ayer Senior Center and those in other towns. These were recorded on post-it notes and flip charts to help build a consensus on what Ayer needs.
- The Consultant showed a series of images of the kinds of programs and spaces that are typical at other Senior Centers and Community Centers. Attendees were asked to state their preferences for those they would like to see included.
- A survey was distributed with on-line follow up.

**PROGRAM DEVELOPMENT:** Survey results were totaled. Based on the survey, input at the meeting, and detailed review with the Director and the Town, an optimal program was developed that would form the basis for design studies. The program can continue to evolve in response to additional input and clarification of needs.

# COMMUNITY MEETING AGENDA AND ACTIVITIES

## AYER COMMUNITY MEETING: VISION FOR A NEW SENIOR CENTER SEPTEMBER 30, 2019 AT AYER SHIRLEY REGIONAL HIGH SCHOOL

To facilitate the development of the program for a new senior center for Ayer, the Town and their planning consultants, Abacus Architects + Planners, organized an open meeting to solicit input on community needs. The existing facility is considered inadequate by users and staff, and its replacement has long been a priority. Town officials, Council on Aging (COA) Board Members and over 50 residents attended the meeting in order to understand existing needs, and contribute ideas on how to address them.

The agenda was organized to inform residents of the status of the existing facility, get input on the kinds of spaces and activities that should be supported, suggest the opportunities that might be available, and have attendees prioritize perceived needs. This information will form the basis for an itemization of spaces and their sizes that can then be laid out on possible development sites to test their viability.

### MEETING AGENDA:

#### Part 1: Welcome & Project Overview

- Introduction by Robert Pontbriand, Ayer Town Manager
- Ayer's Growing Senior Population by Alan Manoian, Director of Community and Economic Development

#### Part 2: Facility Conditions, Challenges and Opportunities

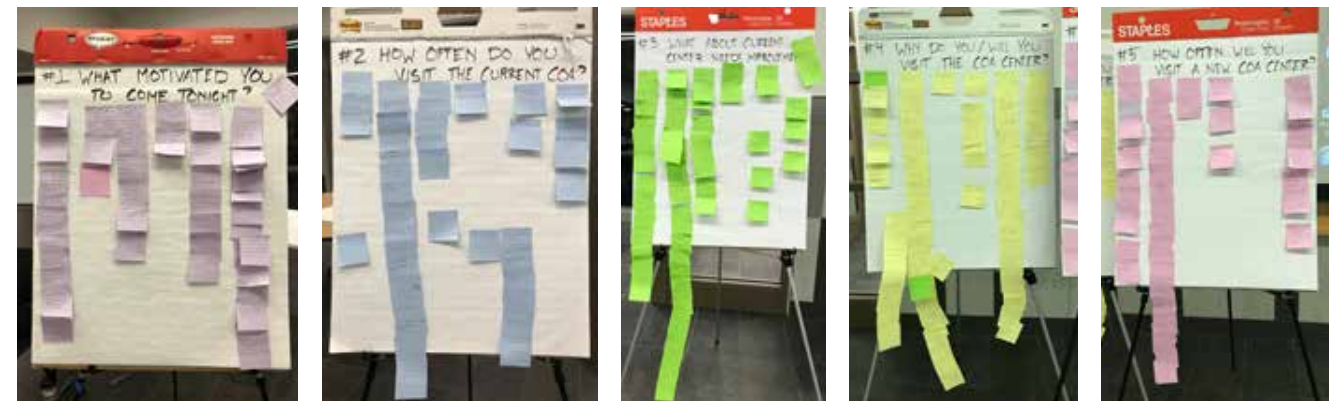
- Presentation of images of existing facility conditions with captions
- Community participation introduction
- Five questions with Post-it note attendee responses
  1. What motivated you to come tonight?
  2. How often do you visit the current COA?
  3. What about the current center needs improvement?
  4. Why do you / will you visit the COA Center?
  5. How often will you visit a new COA Center?

#### Part 3: Ayer COA Center For Active Living - Future Options

- Presentation of images of program opportunities options
- Community discussion of program needs and alternatives
- Question 6: What programs would you most like to see accommodated in a larger COA Center For Active Listing - rank options listed from 1 to 20

To allow participation in the information gathering from those who were unable to be present at the meeting, the six questions introduced at the meeting were asked in a SurveyMonkey online survey. The answers from the meeting and the survey are compiled in the pages that follow.

## FIVE QUESTIONS WITH POST-IT NOTE ATTENDEE RESPONSES



Post-it notes allow those in attendance to answer questions and submit ideas without the need to speak up in a public setting. They facilitate honest answers to critical questions. Post-it notes were distributed, answers written, notes collected and displayed, and then organized according to responses,

Findings were summarized at the meeting. Responses tended to fall into broad categories of ideas and concerns.

The SurveyMonkey online survey followed up with the same questions.

# COMMUNITY MEETING QUESTIONS AND RESPONSES

## Summary of responses to Question #1: What Motivated You to Come Tonight:

### **Support and Curiosity: 44% of responses**

The largest number of the attendees came to the community meeting to support the effort to provide a better COA facility, and learn about the master planning process in progress. They appreciated the opportunity to voice their opinions and give their own insights into the decision making process that will affect the planning and design of a new site and building.

### **Space and size concerns: 32% of responses**

Many of the attendees are dissatisfied with the current size and condition of the center, and wanted to see how the future planning would accommodate their needs with an expanded facility. Respondents requested improvements and increased sizes for gathering areas, recreational facilities, support spaces and common areas to create a new COA center responsive to the needs of seniors and to all resident so of the Town of Ayer.

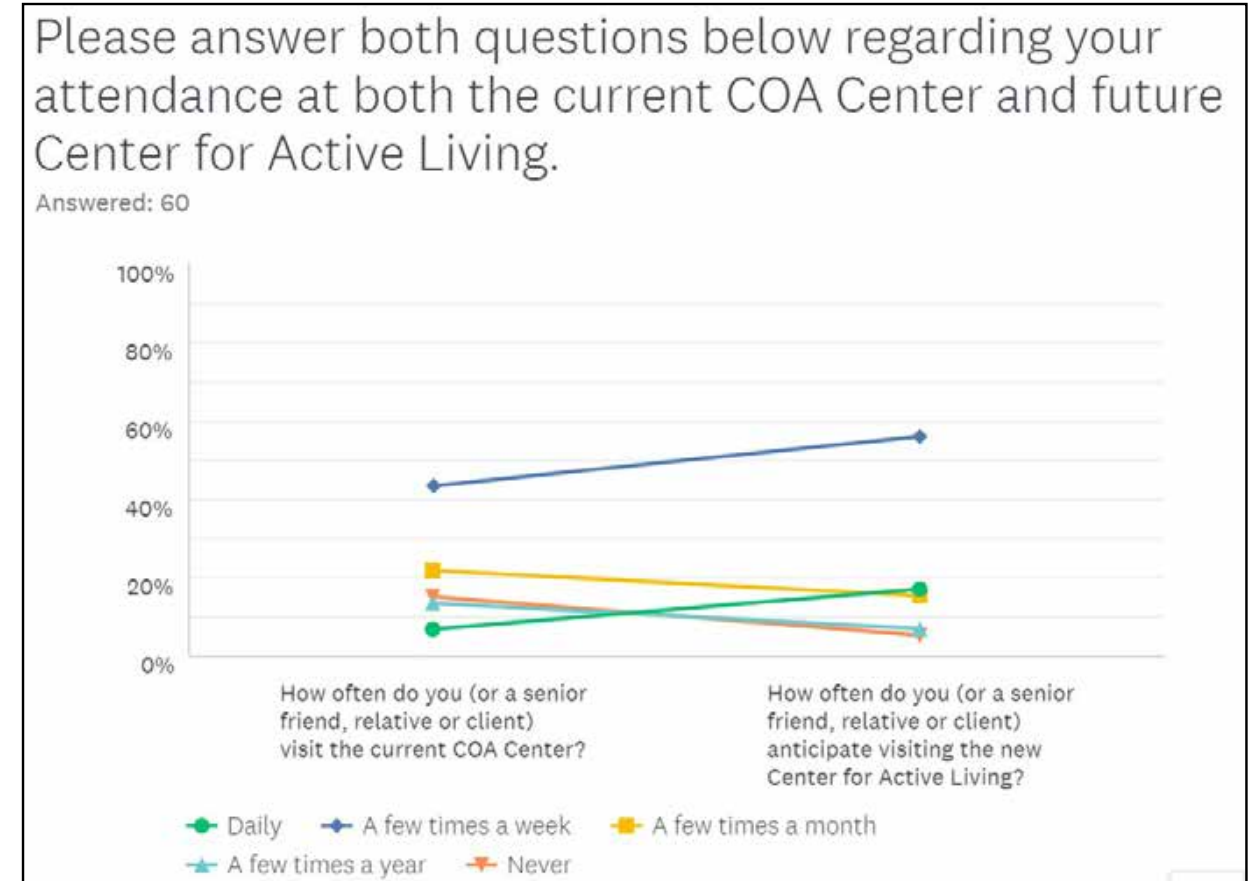
### **Future users: 18% of responses**

A significant number attendees decided to attend and participate in the meeting because they are looking towards their future. These responses indicate that while not all residents of Ayer feel they are old enough to utilize the current COA, they realize it is an asset to the community and their anticipated needs, and have taken an interest in the planning process. Renaming the facility a "Center for Active Living" may lower the age at which residents feel the center can accommodate their needs.

### **Program discussions: 7% of responses**

Current COA users responded that they are interested in increasing the number of programs and activities. Suggestions include increasing the hours that the COA is open, the number of programs intended to help people stay active, and a broader range of program offerings. References were made to COA and community center facilities in nearby towns.

## Graphic Analysis of Questions #2 and #5:



The attendance survey data collected from the public outreach meeting concluded that if a new Center for Active Living is provided in the community overall attendance would increase. More community members are likely to visit more often. The approximate attendance rates might change as follows:

Daily attendance: From 7% to 17%

Multiple times per week: From 43% to 56%

A few times a month: From 22% to 15%

A few times a year: From 13% to 7%

Never: From 15% to 5%

Regionally, expanded and improved facilities tend to have a significantly greater increase in use if they diversify and expand their programs and their outreach to the public beyond the Council on Aging's typical "senior" population.

# COMMUNITY MEETING QUESTIONS AND RESPONSES

## Summary of responses to Question #3: What About The Current Center Needs Improvement:

### **Size: 41% of responses**

The most critical issue that was noted during the meeting was the size of the current facility and the limits on amenities due to the lack of available space. Attendees requested larger spaces for programs such as exercise and games, as well as a significant increase in common areas including dining areas, kitchen and social spaces. Staff members noted that their work and office areas are inadequate in terms of meeting community needs, and should be larger and offer more privacy for counseling and conferences.

### **Programs: 21% of responses**

The programs offered at the current COA are generally considered to be satisfactory, however visitors want an increased range and frequency of activities. Community members noted that the schedule, methods for sharing events, and equipment and supplies that would support increased program offerings are not robust enough to support the current and anticipated demand.

### **Parking: 20% of responses**

Community members who are able and willing to drive to the center noted a significant need for additional parking. This is especially pertinent during meal times and events. The current parking only allows about 20 cars, but during lunch time, significant events, and community dinners there can be more than 40 people requiring more than the 20 spaces.

### **Management: 13% of responses**

Residents who responded about management concerns didn't complain about staff, but instead noted issues regarding available space for staff to work. Residents would like to have increased staff to operate the COA, along with cleaner and larger facilities, and a more streamlined system for delivering news and schedules of events.

### **Miscellaneous: 3% of responses**

Issues include safety improvements to avoid trip hazards, physical appearance of the spaces and building, and residents who don't use the current center at all because of concerns noted.

### **Transportation: 2% of responses**

Many others agreed with the 2% who prioritized availability of van transportation for residents who cannot drive as a top priority. The current van is too small, doesn't run as much as some residents would like, and the travel radius does not cover the entire town of Ayer.

## Summary of responses to Question #4: Why Do You / Will You Visit A New COA Center

### **Activities: 27% of responses**

The data collected reveals that visitors are most interested in activities that keep "their brain working" and allow them to continuously be involved through educational and challenging activities such as learning how to play an instrument, arts and crafts, and getting up to date with the latest computer technologies. Residents offered a broad range of activities that they would like to see in a new COA center. Guest speakers and "lunch and learns" were heavily supported.

### **Companionships: 27% of responses**

Responders expressed interest in visiting the community center in order to mingle and meet with other Ayer residents, as it is not as easy to meet people as it used to be. Introducing new programs and larger common spaces allows seniors, and people of all ages, to interact with each other and feel a sense of companionship and community more easily.

### **Physical Activities: 26% of responses**

Residents are specifically interested in physical activities. Ayer community members are invested in trying to get more space for fitness and exercise in order to improve both their physical and mental health. They have expressed interest in classes such as Tai chi and Zumba, Yoga, and other lower impact exercises and activities.

### **Meals: 8% of responses**

It is hard for some to cook their own meals, either because they are not able to go to the store, or they are unable to prepare the meals. Many have noted an interest in having a hot meal or two most days. This request defines key elements of the program, including a larger gathering and eating space, and a large kitchen to support food preparation. Most COA facilities have meals-on-wheels service at least several times a week.

### **Counseling, Tax Prep, etc: 5% of responses**

There is a current lack of retirement preparation services for Ayer residents ranging from filling out tax forms to having someone to talk to about the changes that are affecting the quality of their lives and their health. In a new COA center, residents would like to continue and increase these services with more staff and more private offices.

### **Undecided / Other: 5% of responses**

# FOCUSED SITE OPTION INVESTIGATIONS – 3 SITES

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## INVESTIGATION PROCESS

In parallel with the programming investigations, discussions, outreach, activities and analysis described in the previous section, the Town and the Consultant reviewed the initial site options and selected the 3 most advantageous sites for further review based on their availability for purchase and development, size, site features and location.

With an optimal building program established the Consultant was positioned to do a more detailed investigation of how to accommodate Senior Center needs on each of the 3 sites. This was accomplished with “test fits” – laying out site plans and building plans suggesting how the program could be distributed on the site, where entries could be located, where access and parking could be located, and how a Senior Center on each site could engage with its context.

These analyses were intended to form the basis for a decision on the best site for the Town to pursue for purchase and construction - understanding the constraints and opportunities, pros and cons, associated with each. All three sites are privately owned.

## PARCEL 19-8, 106 PARK STREET

### Overall Layout:

Most of the back half of the site is wetlands and subject to flooding, so the building and parking are located close to Fitchburg Road. The building is at the intersection of Fitchburg Road and Park Street for maximum visibility. A nature trail winds its ways through the undisturbed back portion of the site.

### Site Design:

A drive off of Fitchburg Road leads to a drop-off, and then to parking. Over 100 spaces can be accommodated; parking could be built in phases as demand is evaluated. A spur drive allows deliveries to the kitchen. Terraces reach out in several directions.

### Building Design:

Program spaces are organized around a central Lobby/Lounge/Living Room that can accommodate meals and a variety of activities. The adjacent spaces for meetings, exercise, arts and crafts and games can be opened up to - or closed off from - this central space. Offices are close to the entry and offer private places for counseling and the provision of other services.





## PARCEL 26-97, 6 GROTON STREET

### Overall Layout:

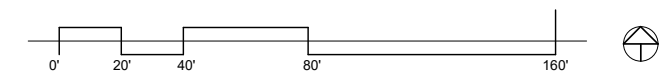
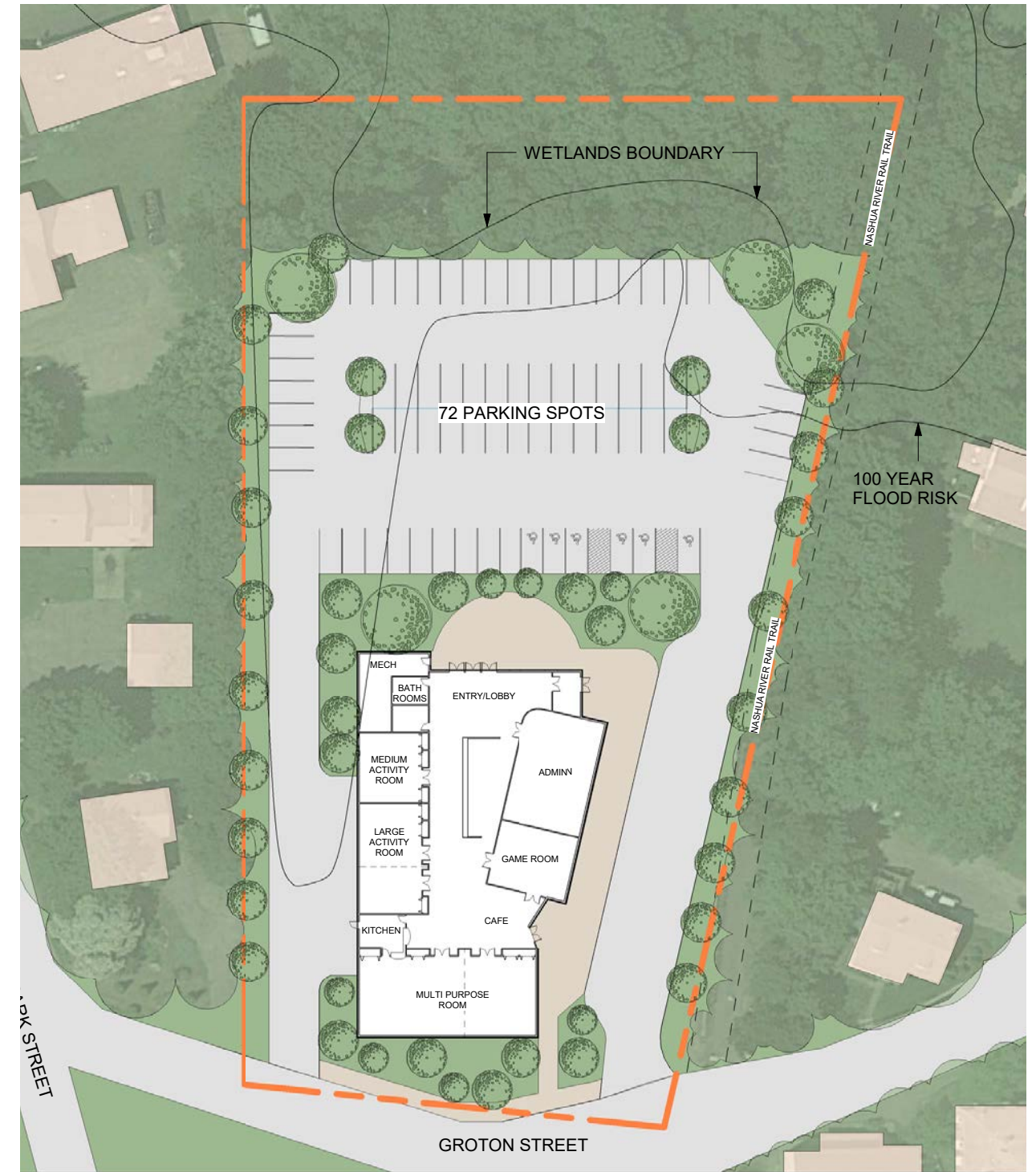
This site is tightly constrained on all sides, but its downtown location may be advantageous. The building faces the street to give it a prominent presence while parking is located behind. There are minimal opportunities for expansion of the building or parking, but overflow parking may be able to use the adjacent town owned lot. Traffic on Groton Street may be a concern.

### Site Design:

A drive off of Groton Street leads to a drop off and then back to the parking. The kitchen is serviced by a drive on the opposite side. Terraces surrounded by landscaping provide sheltered outdoor space adjacent to the building. Parking is limited to 72 space and may require retaining walls at sloping areas to the north and west. The entry looks out to the rail trail on the east.

### Building Design:

The program spaces wrap around two open areas for socializing and dining that look open up to the terraces. Office are close to the entry. The Multi-Purpose Room is located where it will address Groton Street and become the front face of the building. Other space look out to the site.



## PARCEL 32-11, 32-13, 211 WEST MAIN STREET

### Overall Design:

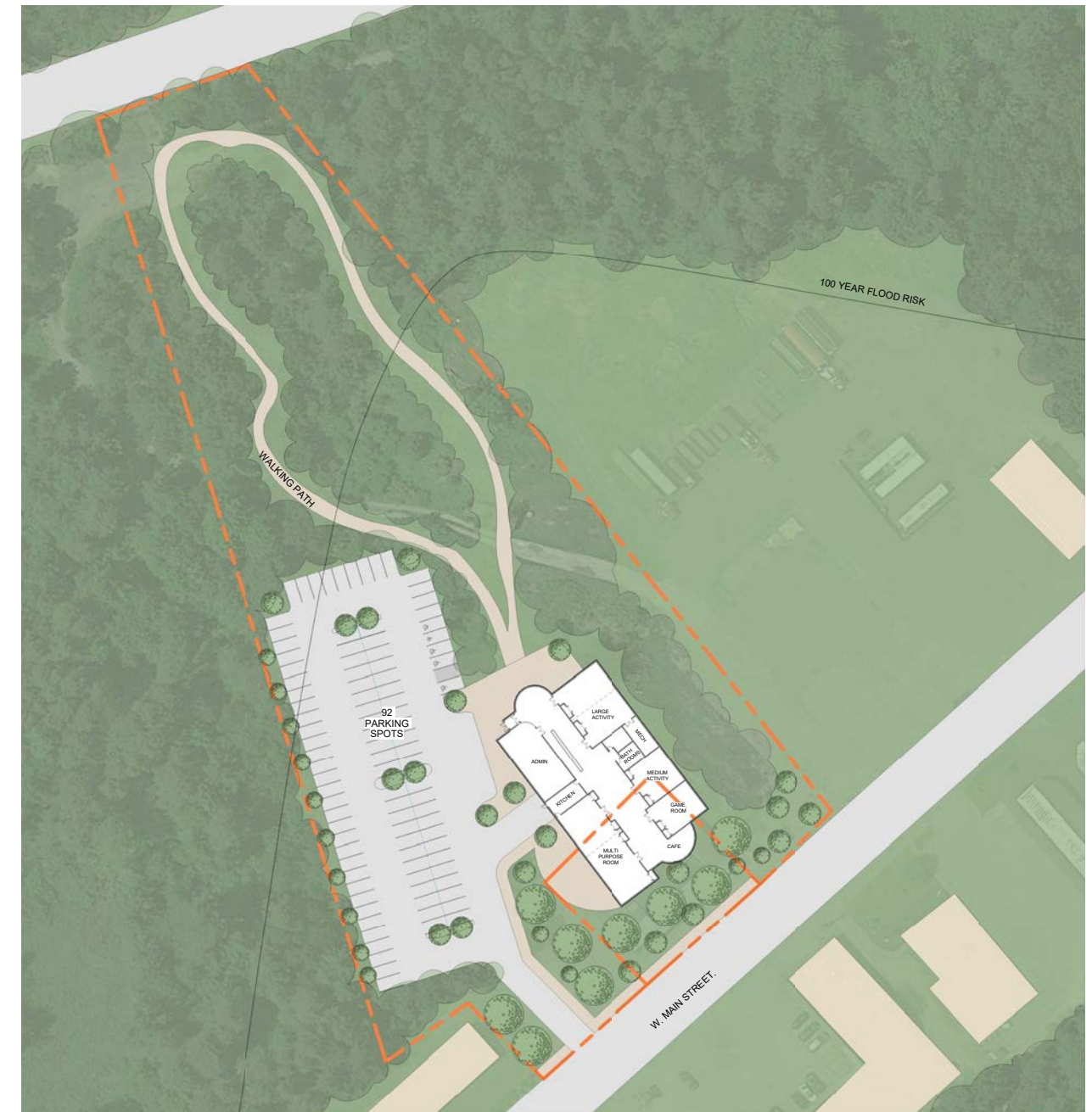
The back half of the site is in the 100 year flood zone, so the building and parking are located close to West Main Street. This gives the Senior Center a strong presence on the street. A nature and exercise trail extend out to the back. The long thin proportions facilitate the zoning of the site for a variety of uses.

### Site Design:

A drive leads to a drop-off and to parking. 92 spaces are shown; this could be expanded. The kitchen is serviced off of this drive. Terraces face the street, drive and rear to connect to the context surrounded by landscaping. The site design would need to be coordinated with the Town's broader vision for an emerging West Main Village.

### Building Design:

Program spaces are organized on both sides of a central Lobby/Lounge/Dining space. Its proportions allow it to be zoned for a variety of uses. Open at both ends it connects the street in front to the green space in the rear. The entry, Game Room and Multi-purpose Room face the street, offering those going by a view of the activities inside.



# 6

## OPTION EVALUATION AND CONSENSUS

The three site options laid out in the previous section were evaluated by Town personnel, the Senior Center Director and the Consultant. Pros and cons were assessed. The consensus was that the West Main Street site was the most advantageous for a number of reasons:

1. It had enough land unencumbered by steep slopes, wetlands or flood zones to allow the construction of the facility as now envisioned, or an expanded facility with additional parking should needs change in the near future or long term.
2. The land appears to be available for purchase at a price that seems reasonable.
3. The West Main Street location is highly visible, relatively easy to access, and supports the redevelopment of the western portion of West Main Street as a distinctive traditional New England Village with a strong neighborhood fabric that prioritizes pedestrians.

Based on this decision the Consultant worked with the Senior Center Director and Town personnel to clarify needs, options for meeting them, and approaches from the previous studies that could best inform the development of a final Conceptual Design Plan.

## SMART GROWTH PLANNING OVERVIEW

A key requirement for the further development of the West Main Street Senior Center planning and design was that the building engage the street and sidewalk as it is anticipated to be as the West Main Village Form-Based Code goals are implemented - in line with “Smart Growth” principles. This implementation will likely be a combination of Ayer investing in new sidewalks and “Complete Streets” public infrastructure design, new water and wastewater lines, and private investment in buildings that create a more human-scale, mixed-use, walkable, and socially vibrant village center.

The appropriate design of the Senior Center will help push both of these agendas forward. In response, the Consultant revised plans to accommodate automobile traffic while redesigning the building and site to address the street.

Senior Centers are particularly challenging in that vehicular traffic – cars, vans and buses – need to deliver frail users very close to the entry in drop off areas large enough to accommodate multiple vehicles, while providing pedestrian-friendly entries directly connected to sidewalks unencumbered by traffic. In response the Consultant developed two planning options:

### SMART GROWTH DESIGN OPTION A

This option orients the building parallel to the street with two separate entries. One faces directly onto West Main Street to the south and is oriented primarily towards pedestrians. This encourages facility users to walk, or those already in the neighborhood to become facility users.

A second entry faces a drop-off and the parking on the drive off of West Main Street on the west side of the building. The building plan is based on an arrangement of spaces favored by the Senior Center Director and reflects a consensus on appropriate program relationships.



### SMART GROWTH DESIGN OPTION B

An alternative plan orients the building perpendicular to West Main Street with an entrance on the corner serving both pedestrians and drop-off traffic. The overall building plan space arrangement is similar to Option A. It has the advantage of having only one main entry for control and identity.

The consensus was that Option B compromised both the pedestrian and vehicular-oriented entries. Option A's multiple entries work well for the COA from an interior perspective, and address the context in a convenient and attractive manner.



# PLAN AND THREE DIMENSIONAL DEVELOPMENT

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Based on the investigations, plan options, programming and assessments described in the previous chapters the Consultant developed a conceptual site plan, floor plan and 3 dimensional massing that meet Ayer's short and long term needs in a cost-effective manner on the West Main Street site.

## **SITE PLAN DEVELOPMENT**

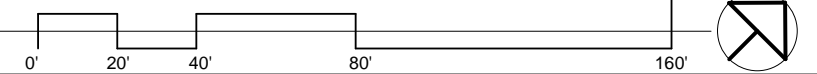
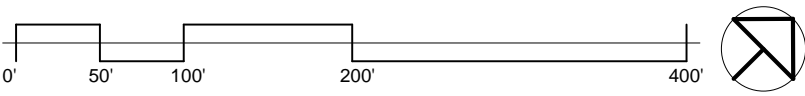
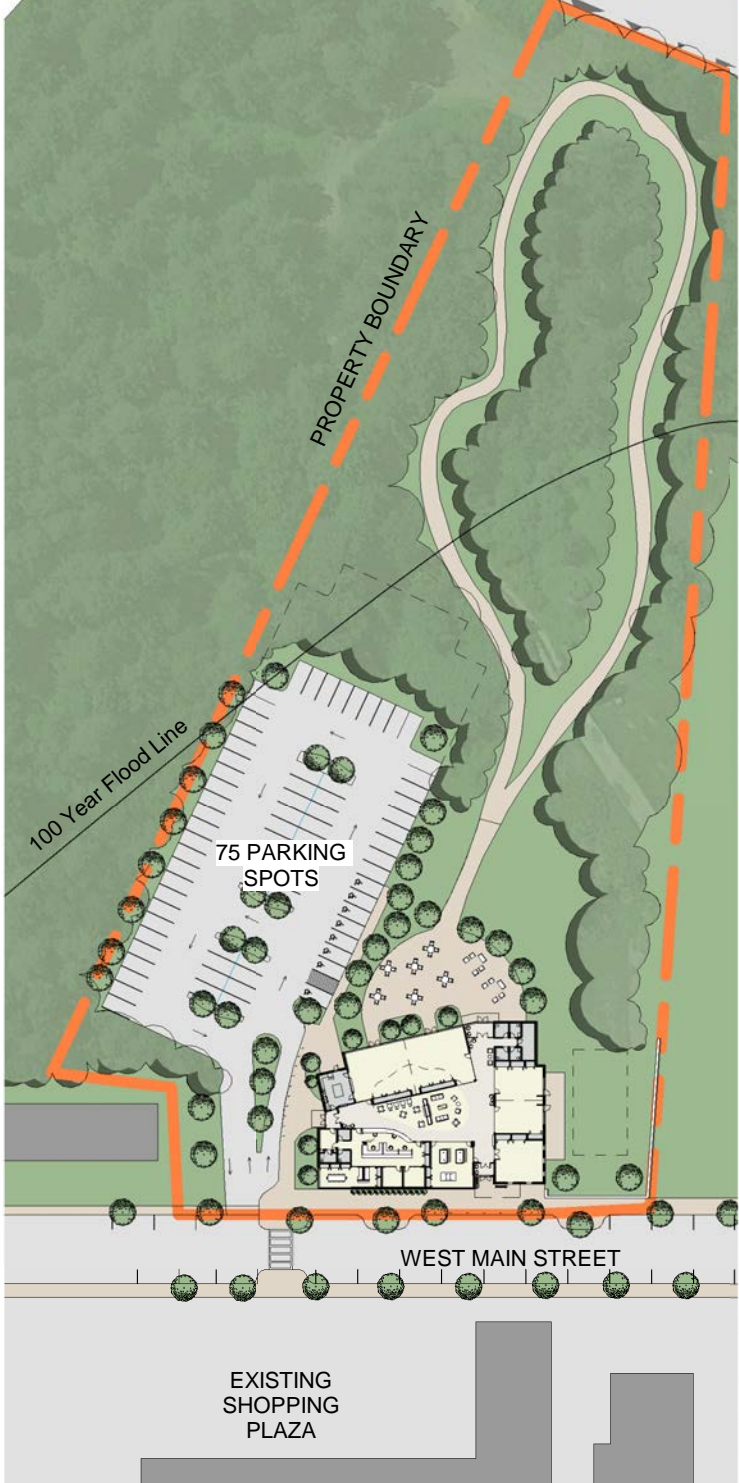
The site plan has been developed in alignment with the West Main Village Form-Based Code. A sidewalk lines West Main Street with trees along the curb line and parallel parking spaces. This is the typical town fabric used in communities throughout New England to create downtown vitality. These elements would need to be coordinated with Town-sponsored improvements that might precede, or follow, the construction of a Senior Center.

Parking would need to be evaluated in more detail, but the current plan recommends 75 parking spaces in a parking lot with the option for expanding it by 30 spaces. The parking lot is located so that it is visible and convenient, but is set back from the street and sidewalk to defer to the building and landscape. A small drop-off is suggested at the front door on West Main Street, and a longer drop-off parallel to the entry drive. Kitchen deliveries are accommodated without dominating the side of the building.

The building lines the street with minimal landscape and trees to soften the front face while allowing a direct connection between those inside and outside – similar to typical storefronts. A garden wall lines a portion of the frontage – providing continuity along the sidewalk and giving defined green space a public presence. If the building were to expand, it could expand into the garden space along the sidewalk, towards the rear, or up with a second floor.

Terraces, "front porch" areas, gardens and paths through the surrounding landscape connect inside to outside and provide flexible spaces for a variety of outdoor uses.

OVERALL SITE PLAN & ENLARGED SITE PLAN



## FLOOR PLAN DEVELOPMENT GOALS

The planning of the building is intended to provide a variety of spaces - some more private, others very open. Priorities are:

- Flexible space that can adapt to changing uses over the course of a day, a week, a year, and decades
- Spaces meeting a range of specific functional needs in effective ways
- Spatial arrangements that facilitate social activities
- Visual and physical connections between inside and outside
- Views of greenery and generous daylight

Study after study indicates that sunlight, nature and connections with other people are critical for mental and physical health. The plan is oriented around meeting these needs.

## FLOOR PLAN DEVELOPMENT

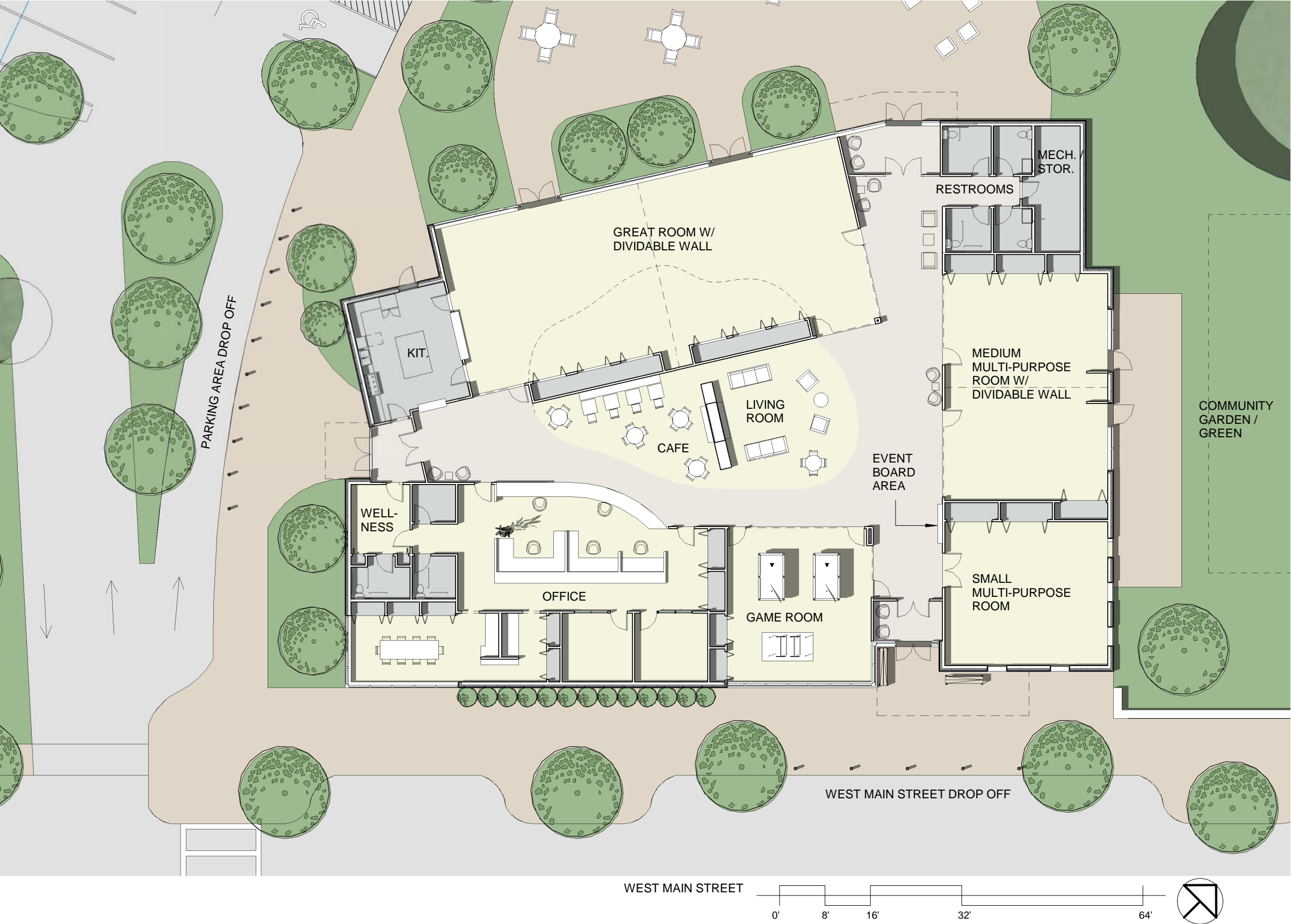
Activity spaces and specific uses are contained within three “building blocks” that surround a triangular open area. One block lines the sidewalk, one is perpendicular to the sidewalk parallel to the property line, and one is at an angle. The angle is a response to exterior conditions – the entry drive, parking and terrace in the rear, and also serves to energize the interior.

The block facing the street houses the administrative area which monitors the entire interior. The perpendicular block contains smaller activity areas that open both to the central space and out to the gardens on the east. The large multipurpose room faces the rear, and again opens to the central space. This space is defined by a lower ceiling, a central fire place, light coming in from above, and its adjacency to the more enclosed activity rooms. It is intended to be a quiet “island” with circulation around it.

The organization facilitates wayfinding – everything is easily seen and accessed – while providing cozy corners, more generous seating areas and different kinds of places to occupy. Front, side and rear entries connect inside and outside from the three corners of the central gathering place. Activity spaces have their own doors to the outside for use on nice days. Large “garage doors” or sliding panels can open rooms up to each other, the central lounge and gardens outside.

Storage areas, folding partitions, bathrooms and service spaces are integrated into the plan so that they are convenient to access but are out of the way when not being utilized. The entire building and site are fully ADA/MAAB compliant.

FLOOR PLAN





### THREE DIMENSIONAL DEVELOPMENT

The Senior Center's massing and facades are based on two basic goals:

- Provide a backdrop for civic life along a revitalized and pedestrian oriented West Main Street
- Express the life and vitality within the Senior Center while bringing the life outside into the interior, and vice versa.

The Senior Center is a one story building. It is anticipated that new development will be several stories higher, so the massing has been developed with expressive elements so that it can "stand up" to larger housing, commercial and retail that might grow up around it. These goals have been accomplished in a variety of ways.

- Walls and glazing are designed to create smaller scaled corners for intimate conversations, which are played off of open circulation and activity areas that can be used in a variety of ways. Inside and outside there is a sense of transparency that invites everyone to be part of community activities.
- Windows high and low fill every space with light and views of the sky and tree tops.
- Entries have been emphasized with projecting canopies and glass set back to welcome people in.
- Flat roofs are utilized, as they commonly are in downtown areas, to emphasize the continuity of the frontage along the street and provide a non-residential character.
- Low sloping roofs recall the simple vernacular architecture of the region, and emphasize specific spaces. Clerestory windows bring light in from above and give the roofs a light, floating quality.
- Broad expanses of glass provide a 21st century connection between inside and outside and a light filled interior. At night the building will glow – suggesting the activities going on inside.
- The exterior form is intended to make the building's organization legible from the interior and exterior. This supports wayfinding and expresses the life and vitality of the Senior Center and West Main Street.

### SUSTAINABILITY

The Senior Center can be a model for sustainable development for the Town of Ayer and beyond. The building and site can be designed and engineered to meet LEED, Net Zero or other sustainability standards. Systems and assemblies for consideration include:

- High performance walls and roofs to keep water and air infiltration as low as possible and keep winter heat and summer cooling inside.
- High performance glazing to bring natural light deep into the building with roof overhangs providing shading during the summer. The low sloping roofs allow generous areas for photovoltaic panels. Windows can be operable for natural ventilation.
- All-electric air source heat pumps can provide fossil fuel free heating and cooling utilizing the photo-electric power generated on site. Water source heat pumps (geo-thermal) can also be investigated.
- Ventilation system utilizing ERV or HRV technology to recycle the heat from exhausted air. Ventilation systems should be engineered using the lessons learned from COVID-19.
- Permeable pavers and rain gardens can be used throughout the project to return storm water to the ground. Drought resistant native plantings can use rain water harvested from the roof for irrigation. Local sourcing of sustainable materials can be investigated.
- Electric car charging stations can be provided. Use of recycled materials wherever possible and low VOC products throughout to maintain high indoor air quality.

# THREE DIMENSIONAL DEVELOPMENT IMAGES



*Placeholder for Exterior View 1*



*Placeholder for Exterior View 2*



*Placeholder for Interior View 1*



*Placeholder for Interior View 2*

# RECOMMENDATIONS AND NEXT STEPS

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## OVERVIEW:

Sections 2 - 6 of this report document a comprehensive review of possible sites for a new Senior Center in Ayer, and an assessment of programmatic options for the new facility. Section 7 illustrates the recommended proposal for a new Senior Center at 211 West Main Street. The investigation indicates that these are the right building spaces on the right site to meet critical Ayer needs.

What is shown is conceptual design. It will evolve over time, as all conceptual designs do. Additional information on the site, space and program needs, and further development of a vision for West Main Street, may suggest a wide variety of changes that will enable this proposal to be even more responsive to the community. This work will take place in the next stages of development.

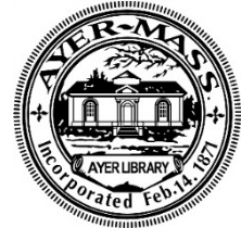
Funding will have an impact on development. The project could be phased to lower short term costs, while meeting long term needs. It could be reduced in scope to reflect a limited budget, or it could be expanded to incorporate elements that might ultimately raise money for operations. Again, these questions will need to be addressed in the next stages of development.

## RECOMMENDATIONS AND NEXT STEPS:

On October 6, 2020 the Ayer Select Board approved Warrant Article 4 for consideration at the October 26, 2020 Town Meeting. This Article, if approved by voters, would authorize the Select Board to purchase the 211 West Main Street property, and to borrow necessary funds – as further defined in the Article. To accomplish the goals that have emerged from this study, the following steps are recommended:

1. Those who support the purchase of the property should advocate for passage of Article 4 through word of mouth, social media, and other means considered appropriate. This study can be made available for voter education.
2. If Article 4 passes, advocacy should be continued to raise, borrow or allocate money for the planning, design, engineering and construction of a new facility on the West Main Street site. This study can form the basis for initial planning.
3. A Phase I Environmental Site Assessment and/or other assessments should be initiated to insure any contamination is identified, and appropriate action is taken before, during or after construction.
4. Town Departments and other regulatory authorities should be contacted so that any and all constraints can be taken into consideration.
5. A detailed site survey, and geo-technical investigations should be considered.

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



*Broadcast and Recorded by APAC*

**Tuesday October 6, 2020**  
**Open Session Meeting Minutes**

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

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

**Call to Order:** S. Copeland called the meeting to order at 6:00pm.

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

**Remote Access:** S. Copeland stated that pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, MGL Chapter 30A, Section 18 and the Governor's March 15, 2020 Order imposing strict limitations on the number of people that may gather in one place, this meeting of the Ayer Board of Selectmen is being conducted via remote participation. No in-person attendance of members of the public will be permitted, but every effort has been made to ensure that the public can adequately access the proceedings as provided in the Order.

**Approval of Meeting Agenda:**

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

**Announcements:** None

**Public Input:** Calvin Moore called in to express his concern about the lack of parking downtown due to the restriping of spaces. R. Pontbriand will follow-up with Mr. Moore.

**Select Board Recognition of Fire Chief Robert J. Pedrazzi:** The SB publicly honored Fire Chief Robert Pedrazzi and his wife Deb with a special presentation for the Chief's retirement (October 8, 2020) and in recognition of his distinguished 43-year career of dedicated service to the Ayer Fire Department and Town of Ayer.

**Ratification of Appointment of Ayer Fire Chief:** The SB welcomed Deputy Fire Chief Tim Johnston and his wife Cheryl and their family. R. Pontbriand appointed Deputy Chief Johnston to the position of Fire Chief effective October 8, 2020. Groton Fire Chief Steele McCurdy, who chaired the Search Committee, stated that Dep. Chief Johnston was the unanimous choice of the Search Committee. He stated the Committee was impressed with all candidates and he is happy to see the overall strength of the Department. R. Pontbriand is seeking ratification by the SB of his appointment.

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to ratify the appointment by Town Manager Robert Pontbriand to appoint Deputy Chief Tim Johnston to the position of Fire Chief effective October 8, 2020. **Motion passed 3-0.**

**Public Hearing – Pole Petition by National Grid – Bligh Street:** J. Livingston opened the public hearing at 6:32 PM by reading the Public Hearing Notice. Mr. Robert Williams was participating remotely, representing National Grid who is seeking to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and cross the following public way: Bligh Street – National Grid to install 1 SO Pole on Bligh St. Beginning at a point approximately 101’ feet west of the centerline of the intersection of Forest St. and Bligh St. and continuing approximately 40’ feet in a west direction. R. Pontbriand stated that all Departments reviewed the request and there were no objections. Additionally, there were no abutters participating remotely.

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to approve the National Grid Pole Petition for Bligh Street. **Motion passed 3-0.**

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to close the Public Hearing at 6:35 PM. **Motion passed 3-0.**

**Affordable Housing Committee:** *Appointment of Committee Member* – The SB was joined remotely by AHC Chair Janet Providakes and Member Alicia Hersey who are recommending that Ms. Sara Withee be appointed to the AHC.

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to appoint Ms. Sara Withee to the Ayer Affordable Housing Committee to fill a vacant term expiring June 30, 2022. **Motion passed 3-0.**

*Presentation of Proposed Ayer Housing Trust* – J. Providakes and A. Hersey gave a brief update to the SB about two upcoming Town Meeting Warrant Articles establishing an Affordable Housing Trust and transferring CPC funds to the Trust. The proposed Housing Trust allows municipalities to administer funds for the preservation and expansion of affordable housing within the community. If the establishment of the Trust is approved at the Fall Town Meeting, then the Affordable Housing Committee will begin the process of writing Bylaws and developing guidelines for consideration at the Annual Town Meeting in 2021.

**Superintendent Mark Wetzel, Department of Public Works:** *Execution of Contract for School Street Sidewalk Construction Project* – M. Wetzel reported that general bids for the School Street Sidewalk Construction Project were received at the DPW on September 9, 2020. The DPW received four (4) bids ranging from \$106,220.00 to \$184,455.00. The low bidder is D’Ambrosia, Inc. from Weymouth, MA. The project scope includes a new sidewalk from East Main Street to Pirone Park with granite curb and a mix of cement concrete and asphalt sidewalk. A paved path will connect from Bligh Street to the existing perimeter path at Pirone Park. Additionally, drainage work includes upgrading an existing catch basin to a hydrodynamic separator, installing a rain garden at the entrance to Pirone Park, and a leaching catch basin in the same area.

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to execute the contract with D’Ambrosia, Inc. for the School Street Sidewalk Construction Project in the amount of \$106,220. **Motion passed 3-0.**

*Brief PFAS Update & Spectacle Pond PFAS Treatment Facility Funding and Warrant Article* – M. Wetzel gave the SB an update on the Town’s Drinking Water relating to PFAS contamination. He noted that Mass DEP has approved a maximum contaminant level for 6 PFAS chemicals at 20 parts per trillion. He stated that the Grove Pond PFAS Treatment Facility is substantially complete and will be fully online very shortly. A grant from the Army covered the cost of construction and initial startup and operating costs. The Spectacle Pond PFAS Treatment bids were opened on September 24, 2020. The low bid was \$5.15M and was submitted by the same contractor who built the Grove Pond Treatment Facility. Mass DEP continues to investigate the source of the

contamination. M. Wetzel discussed an upcoming article on the Fall Town Meeting Warrant seeking additional funding in the amount of \$610,000 for the remaining funding needed for the Spectacle Pond PFAS Plant. He noted that the Town recently received a \$200,000 grant from the DEP to assist in paying with engineering costs.

### **Town Manager's Report**

*Administrative Update/Review of Town Warrant(s)* - R. Pontbriand provided the Select Board with an update on the various activities, initiatives, and projects of the Administration since the Select Board last met. He also provided the Town Warrants in the meeting packet. R. Pontbriand stated he will be presenting the AV plan for overflow seating at the upcoming Town Meeting at the 10/20/20 SB meeting. He also reported that the Town recently held a successful Public Forum relating the Ayer Police Department.

*COVID-19 Update* - R. Pontbriand stated that things remains status quo and that overall Massachusetts is seeing a slight uptick in cases.

*Review and Approval of the 2020 Special Fall Town Meeting Warrant (October 26, 2020)* - R. Pontbriand presented the Final DRAFT of the 2020 Special Fall Town Meeting Warrant. There are nine articles for consideration. Articles 1-3 were the financial articles deferred from the Annual Town Meeting held on June 15, 2020. Article 1 would replenish the Town's UDAG Account with \$230,000 from Free Cash. This is the second of three UDAG replenishment payments for the Worthen Dale Depot Square Eminent Domain Settlement. Article 2 would forward fund the Town's pension assessment with \$300,000 from Free Cash. By doing this for two successive years (this would be the first) it will provide an estimate savings of \$1.3 million dollars through full funding in 2035. There will be a presentation at Town Meeting. Article 3 is the Stabilization Fund article which would transfer a total of \$949,139 from Free Cash into Stabilization of which \$9,139 will go into Stabilization and \$940,000 into Capital Stabilization.

Article 4 is seeking to authorize the Select Board to acquire 211 West Main Street for the purposes of building a new Senior Center. R. Pontbriand explained that the Town is seeking to complete the new Senior Center in two phases: first to purchase the land and then to go through the Capital Planning Process for the building and construction. The Town has negotiated with the seller a purchase price of \$670,000. The purchase is contingent on a satisfactory 21E environmental assessment and a fair market appraisal. This site was identified by the Senior Center Feasibility Study (previously authorized by the 2018 Annual Town Meeting) and the Town's Working Group as the optimal site. Key factors which made this the optimal site were the 4.5 acres provides the necessary land for the new building; the appropriate number of accessible parking spaces; a recreational walking path out to the river; it is consistent with the Town's new form based code for West Main Street; the proximity of the location to Downtown Ayer, Devens, and Shirley; and this project would serve as the first major project for the economic redevelopment of West Main Street.

R. Pontbriand advised that the Feasibility Study will be available and released prior to Town Meeting. The Feasibility Study was concluded at the height of COVID-19 and there have been delays in the production of the final study.

R. Pontbriand further advised that typically the land sale would go through the Town's Capital Planning Process (since the project is over \$300,000 )which would consist of a two-part process involving Town Meeting approval and a ballot vote for the debt exclusion or capital exclusion. However, because of timing constraints in this instance, the Capital Planning process is problematic (because of the length of time involved) and will jeopardize the acquisition of the private property. Therefore, the Select Board may choose to forgo the Capital Planning Process due to the extraordinary nature of this project. In doing so, it is important to note that this would be a non-precedented setting action for all future projects that meet the criteria of the Town's Capital Planning Process. All future projects must and will adhere to the normal Capital Planning Process. No one likes to not follow a policy or process but on extraordinary occasions, and the acquisition of private land by a

municipality is one, the Town must act timely to secure the land. The private property owner is not going to wait for the Town to complete a lengthy process and may chose to sell the land to other interested parties.

R. Pontbriand further advised that it is important to note that Town Meeting still must authorize the purchase of the land, hence Article 4 but in terms of the borrow authorization for the land, the authorization would not go through a capital/debt exclusion ballot vote. Not having the ballot vote for a debt/capital exclusion is the deviation from the Town's Capital Planning Process per the Town's Capital Planning Policy due to extraordinary nature of this land acquisition and specifically the timing constraints with respect to the private property owner.

R. Pontbriand recommending that the SB authorize the amount of \$750,000 for Article 4. The definitive land price is \$670,000 but an additional \$80,000 borrow authorization for unforeseen contingencies involved with the acquisition. With respect to the \$80,000, the Town will only borrow if necessary.

J. Livingston stated that there is support for the project as the 2018 Annual Town Meeting authorized funding for a Feasibility Study.

S. Houde stated he would like to see investment into the West Main Street Corridor. S. Houde said he respects the Town's Capital Planning Policy and the process but also understands that this is an extraordinary project/situation. Town Meeting still must authorize the purchase and borrowing, it is just for this specific project and only this project that there will not be a debt or capital exclusion ballot vote.

R. Pontbriand stated that there will be a full presentation on Article 4 at Town Meeting which will include the Feasibility Study Report; why 211 West Main Street is the optimal site; a detailed explanation on the timing challenges for acquisition; and a clear presentation on the safe guards in place for the Town. If the environmental assessment indicates that the acquisition is not in the best interests of the Town than the Town will not proceed. Additionally, a fair market appraisal will be done with respect to the property. Again, if it is not in the best interests of the Town than the Town will not proceed.

R. Pontbriand emphasized that Article 4 does two things: it authorizes the SB to acquire the property and it authorizes the borrowing of \$670,000 for the land (and an additional \$80,000 for contingences). There are the added safeguards of a satisfactory 21E environmental assessment and a fair market appraisal.

The SB agreed to proceed with Article 4 and the borrow authorization of up to \$750,000 for Town Meeting to consider and decide. R. Pontbriand continued with the overview of the Warrant as follows:

Article 5 is a borrow authorization up to \$610,000 for the Spectacle Pond PFAS Plant. The bids have been opened and additional funding in necessary to award the contract and proceed with the project.

Article 6 establishes an Ayer Affordable Housing Trust as recommended by the Ayer Affordable Housing Committee. This Article if passed adopts the State statute to create the Trust with seven members to be appointed by the SB. At the Annual Town Meeting in April of 21, the Affordable Housing Committee will come back with an Article for Town Meeting approval that contains the bylaw(s) for the Affordable Housing Trust. Article 7 would transfer \$30,000 from Community Preservation Funds – Housing Category into the Ayer Affordable Housing Trust as initial funding.

Article 8 would authorize \$187,340 from Community Preservation Funds – Historic Resources Category for Phase II of the Sandy Pond School House historic preservation.

Article 9 would seek Town Meeting authorization to extend the water and sewer lines from the Ayer/Harvard Town Line down Ayer Road to 320 Ayer Road in Harvard for the purposes of a private development consisting



of 150 to 180 bedroom units and an assisted living component. If approved the Town of Ayer would enter an Intermunicipal Agreement with the Town of Harvard which would stipulate the requirements, responsibilities, specific water and sewer rates and connection fees. The private developer would be responsible for all costs to extend the water and sewer service.

S. Houde asked if more specific details could be provided in the explanatory note for the Article and at Town Meeting regarding this proposed project. How many units? How much revenue could it bring into Ayer? Do we have appropriate water and sewer capacity?

R. Pontbriand agreed and would revise the explanatory note for the Article to include more details. He further advised that the DPW Superintendent will have a presentation for Article 9 at Town Meeting.

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to approve the 2020 Special Fall Town Meeting Warrant as presented with the edits suggested by the SB this evening. **Motion passed 3-0.**

*Discussion on Reducing the Quorum for the Special Fall Town Meeting due to COVID-19* – Per the prior SB meeting, R. Pontbriand discussed reducing the quorum of the Fall Special Town Meeting due to COVID-19 pursuant to Section 7 of Chapter 92 of the Acts of 2020 which allows Town's to lower the quorum to no less than ten percent (10%) of the quorum requirement. The quorum requirement for Town Meeting in Ayer is fifty (50) registered voters. This is not a permanent quorum reduction but specific for the upcoming October 26, 2020 Town Meeting. To move forward, the SB must post a public meeting (remote public participation) at which they will be voting to reduce the quorum no less than seven (7) days prior to said meeting occurring. The Select Board may vote by simple majority to reduce the quorum to no less than ten percent (10%) of the Town Meeting quorum requirement. Not less than ten (10) days after a vote of the Select Board to reduce the quorum requirement, the Town Clerk shall notify the Attorney General of the adjusted quorum requirement.

R. Pontbriand is recommending reducing the quorum to 25 registered voters as it will ensure a quorum for the Town Meeting to proceed timely at 7pm and ensure that the Town Meeting does not run the risk of losing a quorum during the Town Meeting. R. Pontbriand noted that reducing the quorum does not prevent nor prohibit any voter from attending and participating in Town Meeting. The SB decided to meet on Tuesday October 20, 2020 at 5:45 PM for the sole purpose of considering a quorum reduction. After that agenda item the SB will adjourn and open a new meeting at 6:00 PM to conduct regularly scheduled business.

*Update/Review DRAFT FY '22 Budget Calendar* – The DRAFT FY'22 Budget Calendar has had some dates added regarding the release date of Capital Directives and Budget Directives. R. Pontbriand is hoping to present a final DRAFT at the SB Meeting on 10/20/20.

*Reschedule of November 3, 2020 SB Meeting due to Presidential Election* – The SB agreed to meet on Monday November 2, 2020 due to the conflict with the General Election on November 3, 2020.

*Amendment No. 6 to Agreement for Veterans Services, Devens* – C. Antonellis presented Amendment #6 to the SB which extends for another year the Ayer Veterans Service Agent to provide services to those residing in Devens in territorial Ayer.

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to approval Amendment #6 between the Town of Ayer and Devens for Veterans services. **Motion passed 3-0.**

*Discussion on Extension of Outdoor Dining Service* – C. Antonellis stated she has been working with Department Heads to discuss extending the Outdoor Dining License pursuant to COVID-19 Order 35. All public safety departments are recommending that the Main Street (Bar25 and Lucia's Tavola Front) outdoor dining expire on November 15, 2020 to coincide with the Winter Parking Ban. C. Antonellis is recommending that the licenses

for Lucia's Tavola and the Nashoba Club extend until 60 days after the State of Emergency Order is lifted, pursuant to Order 35.

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to extend Main Street Outdoor Dining for Bar25 and Lucia's Tavola Front through November 15, 2020. **Motion passed 3-0.**

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to extend Outdoor Dining for Lucia's Tavola Rear and The Nashoba Club until 60 days after the State of Emergency Order is lifted through November 15, 2020. **Motion passed 3-0.**

**New Business/Selectmen's Questions:** *Special Recognition of Ms. Lauri Fritz, Assistant Town Clerk (SB Member S. Copeland)* – S. Copeland and other SB members thanked Assistant Town Clerk Ms. Lauri Fritz who recently celebrated her 30<sup>th</sup> anniversary working with the Town.

*Rate Review Committee Update (SB Member J. Livingston)* – J. Livingston reported that the Rate Review Committee met recently and at this time they are not recommending any increases in permit rates or bag rates at the Transfer Station for calendar year 2021. The Committee will be monitoring and will revisit the issue of rates for the Transfer Station in the Spring of 2021. The good news is that there are no rate increases currently. The Committee has established a regular meeting schedule to meet every other month on the fourth Tuesday of the month at 4pm. The Committee also discussed doing some additional public outreach regarding the benefits of the Transfer Station. The Committee looked at the Water and Sewer revenues which are on target at this time. The Committee also discussed the potential creation of two new positions. One position would be a Water and Sewer Superintendent which would oversee the Water and Sewer operations. The second position would be most likely a part-time position which would handle the water and sewer billing and serve as a backup for the DPW Business Manager. Currently, the DPW Business Manager is the only one who know how to do the water and sewer billing. We need to have a back-up and plan for the future.

*Special Recognition of Ms. Mary Spinner (SB Member J. Livingston)* – J. Livingston and other SB members thanked Ms. Mary Spinner for her years of service to the Town serving on various elected and appointed committees. Ms. Spinner recently stepped down.

**Approval of Meeting Minutes:**

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to approve the Meeting Minutes from September 15, 2020. **Motion passed 3-0.**

**Executive Session:** At 8:05 PM, J. Livingston made a motion, seconded by S. Houde, enter into Executive Session pursuant to MGL Chapter 30A, Section 21A, Exemption #2 (Non-Union Personnel Contract Negotiations) Fire Chief Contract and Exemption #6 to consider the purchase, exchange, lease value of real property) for 211 West Main Street and to adjourn from Executive Session. To discuss these items in Executive Session would be detrimental to the Town's negotiating strategy. **By Roll Call Vote:** S. Houde, aye; J. Livingston, aye; S. Copeland, aye. **Motion passed by Roll Call Vote 3-0.**

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

**Date Minutes Approved by BOS:** \_\_\_\_\_

**Signature Indicating Approval:** \_\_\_\_\_