

RECEIVED  
DEC 16 2020

TOWN OF AYER  
TOWN CLERK

3:45pm

*Susan Popland*



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

**Monday December 21, 2020 – 6:00 PM Open Session**  
**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.

5:15 PM

**Call to Order**

**Executive Session pursuant to MGL c. 30A, Sec. 21A, Exemption:**

#3 (Litigation Strategy) *Aqueous Film-Forming Foams (AFFF) Products Liability Litigation*

#3 (Litigation Strategy) *Diesel Direct v. Ayer Shirley Regional School District, et al.; Riley Jayne Farm, LLC, et al. v. Diesel Direct Inc., et al.*

6:00 PM

**Reconvene in Open Session**

Pledge of Allegiance; Review and Approve Agenda; Announcements

**Public Input**

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\*

**Ms. Alicia Hersey, Program Manager, Comm. Development Office**

1. Emergency Housing Rehabilitation Proposal

6:10 PM

**Superintendent Mark Wetzel, DPW**

1. School Street Sidewalk Construction Project Change Order 1
2. Update on Revisions to Town Stormwater Bylaws
3. Grove Pond PFAS Treatment Facility Change Order 1
4. Out of Town Water and Sewer Connection Policy

6:30 PM

**Town Manager's Report**

1. Administrative Update/Review of Town Warrant(s)
2. COVID-19 Update
3. Reserve Fund Transfer Request – Unemployment Expense (01913-51710)
4. Intermunicipal Agreement with Town of Westford - Use & Storage of Fire Engine

6:45 PM

**New Business/Selectmen's Questions**

6:50 PM

**Approval of Meeting Minutes**

December 1, 2020

6:55 PM

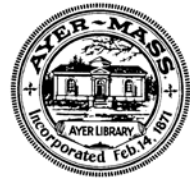
**Adjournment**

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

# Town of Ayer

## Office of Community & Economic Development

Town Hall ♦ One Main Street ♦ Ayer, MA 01432 ♦ 978-772-8206 ♦ Fax: 978-772-8208



TO: Ayer Select Board

FR: Alicia Hersey, Community Development, Program Manager  
Alan Manoian, Director of Community & Economic Development

RE: Ayer Housing Rehabilitation Program

Cc: Robert Pontbriand

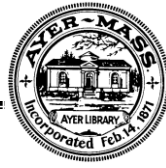
DT: December 18, 2020

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The Ayer Housing Rehabilitation Program recently completed renovating five houses with a total of six housing units. This work was funded through the FY18 CDBG grant program. Of those five houses two were completed under emergency conditions.

At this time, we are requesting \$20,000 of the Town's Housing Rehabilitation Program Income be allocated for the Ayer Housing Rehabilitation Emergency Program. We currently have a request for emergency assistance concerning a furnace malfunctioning.

Thank you for your consideration.



## MEMORANDUM

Date: December 16, 2020  
To: Select Board  
From: Dan Van Schalkwyk, P.E., Town Engineer  
Mark Wetzel, P.E. Superintendent of Public Works  
Subject: **Agenda Items for December 21, 2020 Select Board Meeting**

1. **School Street Sidewalk Construction Project Change Order 1 –**

Attached is Change Order 1 for the School Street Sidewalk Construction Project that is nearing completion. The final change order amount is being determined by the DPW and the Contractor. The change order includes the following items:

- All proposed hot-mix asphalt sidewalk upgraded to cement concrete (except cross-country path from Bligh Street to Pirone Park perimeter path)
- All proposed hot-mix asphalt curb upgraded to granite curbing
- Upgrade hot-mix-asphalt driveways to cement concrete
- Install additional cement concrete walk to connect the Albert J. Pirone memorial to the new sidewalk

The project is funded by a Complete Streets grant in the amount of \$203,118.00. Because the awarded bid amount of \$106,220.00 was much lower than the available grant budget, the DPW worked with the Contractor to include the upgrades above.

Requested Motion – Vote to execute Change Order 1 with D’Ambrosia, Inc. for the School Street Sidewalk Construction Project in the amount of \$TBD.  
(3 originals for signature by the Chair).

2. **Brief Update on Revisions to Town Stormwater Bylaws –** Town Engineer Van Schalkwyk will provide the Board with a brief update of the Town’s MS4 Permit requirement to revise its Stormwater Bylaws to meet the Permit.

3. **Grove Pond PFAS Treatment Facility Change Order 1-**

Attached is Change Order 1 for the Grove Pond Water Treatment Plant PFAS Treatment Facility project. The treatment system is complete and in operation. This Change Order includes:

- Item 1- Under-slab concrete pipe encasement \$5,909.00
- Item 2- Yankee Engineering Testing (concrete and soil testing) \$12,123.00
- Item 3 –Additional pipe restraint \$2,703.00
- Item 4- Additional automatic air release valve \$2,259.00
- Item 5- Automated valves for filter backwash operation \$76,272.00
- Item 6- Installation of chlorine analyzer \$6,612.00
- Item 7- Bag filter pressure gauges \$3,500.00
- Item 8- Installation of smoke/heat detection system \$6,463.00

Item 9 Doorway Lintel \$4,096.00  
Item 10- Process Pipe Insulation credit (\$10,407.00)

The Change Order total is \$109,530.00 increasing the total contract amount to \$3,249,419.00. The change order represents 3.4% of the contract amount.

Requested Motion – Vote to execute Change Order 1 with Winston Builders Corp. for the Grove Pond Water Treatment Plant PFAS Treatment Facility Project in the amount of \$109,530.00.

(3 originals for signature by the Chair).

4. **Out of Town Water and Sewer Connection Policy** – As discussed at the December 1 meeting, the Town Manager and I have revised the memo regarding proposed process and modifications to the Water and Sewer Regulations regarding applications for water and sewer extensions beyond the Town boundary.

# Change Order No. 1

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project: School Street Sidewalk Construction Project	Owner: Town of Ayer, MA	Owner's Contract No.: 20DPW10
Contract: Prospect and Oak Street Infrastructure Project		Date of Contract: <b>October 16, 2020</b>
Contractor: Richard D'Ambrosia, Inc.		Engineer's Project No.:

**The Contract Documents are modified as follows upon execution of this Change Order:**

- Description: 1. Change HMA walk to cement concrete (except cross-country path from Bligh St to Pirone Park Perimeter Path)
2. Change HMA Curb to granite curb throughout the project
3. Change HMA driveways to cement concrete driveways
4. Install additional sidewalk to connect to Albert J. Pirone Memorial.
- Note: Contract times also increased for winter shutdown.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$ <u>106,220.00</u>	Original Contract Times: <input checked="" type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): <u>January 19, 2021</u> Ready for final payment (days or date): <u>February 18, 2021</u>
Increase from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> :  \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order:  \$ <u>106,220.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>January 19, 2021</u> Ready for final payment (days or date): <u>February 18, 2021</u>
Increase of this Change Order:  \$ <u>TBD</u>	Increase of this Change Order: Substantial completion (days or date): <u>90 days</u> Ready for final payment (days or date): <u>120 days</u>
Contract Price incorporating this Change Order:  \$ <u>TBD</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>April 19, 2021</u> Ready for final payment (days or date): <u>May 19, 2019</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

CHANGE ORDER FORM

Ayer Grove Pond WTP PFAS Treatment

<u>Change Order No.</u>	<u>1</u>
<u>Contract Amount (As-Bid)</u>	<u>\$3,139,889.00</u>
<u>Net Change in Contract Price (this Change Order)</u>	<u>\$109,530.00</u>
<u>Total Cost of Change Orders to date (excluding this C.O.)</u>	<u>\$0.00</u>
<u>Total Adjusted Contract Price (including this change order and all other change orders)</u>	<u>\$3,249,419.00</u>

This change order extends the time to complete the work by     calendar days.

This extended completion date is: N/A

This change order is checked by: [Signature] 12-1-20  
CDM Smith

This change order is requested by: Town of Ayer

This change order is recommended by: CDM Smith

[Signature] P.E. #     Date 12/1/20

The undersigned agree to the terms of the change order.

[Signature] 12-01-2020  
Winston Builders Corp. JEFFREY M NYREN  
TREAS/CLERK Date

Shaun C. Copeland, Chair - Board of Selectmen Date

Scott A. Houde, Vice-Chair - Board of Selectmen Date

Jannice L. Livingston, Clerk - Board of Selectmen Date

Certification of Appropriation under M.G.L. c.44, s.31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

Lisa Gabree, Town Accountant Date

Public Entity: Town of Ayer, Massachusetts

Change Order No.: 1

Contract Title: Grove Pond WTP PFAS Treatment

Owner's Name: Ayer, Massachusetts - Board of Selectmen

Owner's Address: 1 Main Street, Ayer, MA 01432

Contractor's Name: Winston Builders Corp.

Contractor's Address: PO Box 990, 55 Hopkinton Road, Westboro, MA 01581

### **ITEM 1 - Under-Slab Concrete Pipe Encasement**

#### **Description of Change:**

This change provides compensation for the concrete encasement of the under-slab drain system.

#### **Reason for Change:**

The coordination/ownership of this work was not clear between the Contract Plans and Specifications; the work was required due to the location (beneath the building) of the new drains.

**COST: \$5,909.00**

### **ITEM 2 - Payment of Yankee Engineering Testing Invoices**

#### **Description of Change:**

The invoices for materials testing (concrete, soil) were submitted by Winston Builders.

#### **Reason for Change:**

These costs are the responsibility of the Owner/Engineer by Contract; having Winston invoice them allowed them to coordinate this work with their project schedule. These costs will not be invoiced to the Town by the Engineer.

**COST: \$12,123.00**



### **ITEM 3 – Additional Water Main Restraints**

#### **Description of Change:**

The General Contractor furnished and installed additional pipe restraint at the flanged 90-degree bends at the cut-in on the existing filtered discharge piping modification.

#### **Reason for Change:**

The piping to the new AIX System was modified as part of the Contract; after review in the field, additional restraints were added to ensure that there is minimal movement in the new piping configuration.

**COST: \$2,703.00**

### **ITEM 4 – Additional Automatic Air Release Valve**

#### **Description of Change:**

The General Contractor furnished and installed an air release valve on the influent water line to the new AIX manifold system.

#### **Reason for Change:**

The installation of this valve assures that the Instrumentation devices installed in the influent line to the manifold remain full of water, assuring that the Instrumentation devices stay submerged, as required.

**COST: \$2,259.00**

### **ITEM 5 – Addition of Actuated Plug Valves/Actuators for Greensand Filter**

#### **Description of Change:**

The General Contractor will install three (3) – 10” actuated plug valves (open/close vs. modulating) with programmed control on the influent, effluent and bypass piping to the AIX system. The 3 valves will be manufactured by DeZurik, with the actuators manufactured by Rotork. The cost includes: furnishing/installation/mounting and hardware of the valves/actuators, installation of a weathertight enclosure for the actuators, programming and testing of the valves/actuators and all Electrical work associated with wiring. The cost includes 3 valves/actuators (\$9,678 each; total of \$29,034.00); Electrical (\$7,700), Programming (\$3,938) and the General Contractor’s estimate for labor (\$35,600).

#### **Reason for Change:**

After review of the existing Greensand backwash process, it was determined that three (3) automated gate valves will replace the existing 3 gate valves installed adjacent to the existing filters. Replacing the gate valves with butterfly valves would require spools to be provided due to the valves having different laying lengths; accordingly, all agreed that plug valves



would be more expedient to install and would be a suitable quarter turn valve for this operation. There are a number of existing pneumatic actuators at the Plant; in case of the 3 valves in question, pneumatic actuators won't physically fit. The valve actuators will be open/close, with adjustable actuation speed, which is important in minimizing the chances for a hydraulic surge (water hammer) event. Upon a power failure at the Plant, actuators will remain in their last position. The 3 new valves will be programmed to isolate the new AIX system while maintaining access to the distribution system through the bypass valve for the backwashing process.

**COST: \$76,272.00**

### **ITEM 6 - Installation of a New Chlorine Analyzer**

#### **Description of Change:**

The General Contractor will furnish and install a new CL17sc Chlorine Analyzer.

#### **Reason for Change:**

The specified CL10 Chlorine Analyzer was installed; based on readings taken during the new process at the Plant, it was determined that the installed analyzer was limited with regards to recognizing very low (or none) chlorine residual for extended periods of time. The CL17sc is able to measure the low residual with no damage to the device. The existing CL10 analyzer was turned over to the Town.

**COST: \$6,612.00**

### **ITEM 7 - Bag Filter Gauge Installation**

#### **Description of Change:**

The General Contractor installed new pressure gauges on the influent and effluent lines at the Bag Filters. The installation included the addition of a DEP requested plexiglass covering over the Instrumentation devices at the Bag Filter platform.

#### **Reason for Change:**

The gauges were supplied by a Subcontractor (Evoqua); there was no documentation included in the Contract on the installation of these gauges. The gauges are required to measure the differential pressure across the Bag Filters, indicating when the filters are to be changed out. The DEP requested the plexiglass to better protect the gauges.

**COST: \$3,500.00**

### **ITEM 8 - Installation of Smoke/Heat Detectors**

#### **Description of Change:**

The General Contractor will provide 4 new smoke/heat detectors in the new Building and will

incorporate into the existing Fire Alarm system.

**Reason for Change:**

During inspection of the new building, the Town's Fire Safety officer requested that these new detectors be installed.

**COST: \$6,463.00**

**ITEM 9 - Addition of Lintel in Door between Existing and New Building**

**Description of Change:**

The General Contractor installed a new 8"x8" bent steel plate lintel in the doorway between the existing and new buildings.

**Reason for Change:**

The existing door on the East side of the Water Treatment Plant was removed as part of the Contract; it was determined that there was no lintel for support of the new opening.

**COST: \$4,096.00**

**ITEM 10 - Process Pipe Insulation Credit**

**Description of Change:**

The General Contractor provided a credit for the pipe insulation that wasn't required.

**Reason for Change:**

The new process piping beneath the Bag Filter platform and within the Evoqua manifold systems does not require insulation; the new dehumidification system will manage the condition of the room air.

**COST: -(\$10,407.00)**

# DEPARTMENT OF PUBLIC WORKS

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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: December 16, 2020  
To: Ayer Select Board  
Robert Pontbriand, Town Manager  
  
From: Mark Wetzel P.E.  
  
Re: Water and Sewer Extensions

As a result of discussions regarding the review and approval of water and sewer extensions beyond Town of Ayer boundaries, developing a formal review process has been discussed. The Town Bylaw related to this issue is:

### ARTICLE XVII - EXTENSION OF WATER AND SEWER LINES

"No permanent water or sewage line may be extended outside of the boundary of the Town of Ayer unless said extension be authorized by a vote of the Town at an Annual or Special Town Meeting."

I have developed a recommended process for future requests. Instead of implementing a separate policy, I recommend that the Water Rules and Regulations and Sewer Rules and Regulations be modified to include these procedures.

Note that we also have numerous potential projects within Ayer that could impact the Town water supply. These are reviewed by the Planning Board but there should also be a similar review process within the Planning Board Approval process and a review by the Select Board.

The recommended process is as follows:

1. Submit an application for water and / or sewer extension a minimum of 90 days prior to either the Special Fall Town Meeting (held on the 4<sup>th</sup> Monday of October) or the Annual Town Meeting (held on the 4<sup>th</sup> Monday of April). Application fee shall be \$1,000. Application is submitted to Town Manager's Office.
2. Application is reviewed by the Town Engineer with a written report to the Select Board. This report will also be sent to the Town's Rate Review Committee and Planning Board for informational/notification purposes.
3. Applicant provides response to Town Engineer's comments.
4. Select Board hold a Public Hearing to receive input from the Town. Applicant must attend public hearing.
5. Select Board vote to recommend for or against Town Meeting Warrant Article.
6. Applicant is required to attend the Town Meeting at which the Warrant Article is considered.

An outline for the Water / Sewer Out of Town Extension application should include:

1. Applicant Name and Address / Owner Name and Address
2. Project Location
3. Project Description and Preliminary Plan
4. Letter from Town where project is located, supporting execution of an Inter-Municipal Agreement
5. Status of Project (Design, Permitting, Approvals)
6. Project Schedule, including phasing
7. Water and Wastewater Requirements
  - a. Number of units / SF (provide calculations)
  - b. Proposed Water and Wastewater Flows and Required Pressures
  - c. Fire Protection Requirements
8. Alternatives for Water and Sewer Service

Town Engineer review will include:

- Water and Sewer Capacity Analysis and project impact on future capacity
- Technical feasibility (design requirements, system evaluation and potential upgrades).
- Proposed fees and charges
- Conditions and restrictions

The Water Rules and Regulations and Sewer Rules and Regulations should be revised as follows:

#### Water Rules and Regulations

1. Definitions – Add “Out of Town Water Service : Out of Town Water Service shall be any extension of the Town Water pipes to any property outside of the Town of Ayer boundaries. Determination of properties that are located partially in Ayer shall be based on the property address.”
2. Definitions – Add “ Inter Municipal Agreement: Inter municipal agreement is a legal document for the purpose of authorizing one municipality to perform a service for another.”
3. SECTION 5 – APPLICATION FOR SERVICE – Add “H. Applications for service from out of town shall be subject to a vote of the Town at an Annual or Special Town meeting. An inter municipal agreement between the Town of Ayer and the Town that the water service is located shall be executed prior to connecting to the Town of Ayer water system. The Applicant shall be responsible for all costs associated with the service connection, including application fees, inspection fees and legal fees. The Applicant shall be responsible for obtaining any additional permits related to the extension of the Out of Town service.

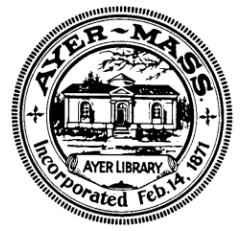
- a. Submit an application for water and / or sewer extension a minimum of 75 days prior to Town Meeting. Application fee shall be as specified in Attachment A - Water and Sewer Rate and Fee Schedule. Application is submitted to Town Manager's Office.
- b. Select Board shall hold a Public Hearing to receive input from the Town. Applicant must attend public hearing. Select Board reserve the right to recommend for or against Town Meeting Warrant Article.

Sewer Rules and Regulations (Note that the DPW is in the process of revising the Sewer Rules and Regulations and the changes propose are related to the draft Regulations. I will present the revised Sewer R&R to the Board for approval at a future meeting.)

4. Section 1.4 Definitions – Add “47. Inter Municipal Agreement: Inter municipal agreement is a legal document for the purpose of authorizing one municipality to perform a service for another.”
5. Section 1.4 Definitions - Add “59. Out of Town Sewer Service and Sewer Connections: Out of Town Sewer Service and Sewer Connections shall be any extension of the Town sewer pipes to any property outside of the Town of Ayer boundaries. Determination of properties that are located partially in Ayer shall be based on the property address.”
6. Section 2.2 New Sewers and Sewer Connections, B. Application, Permits and Approvals – Add “ Applications for sewer service and / or a sewer connection from out of town shall be subject to review by the Select Board, a public hearing and a vote of the Town at an Annual or Special Town meeting. Applicant shall submit a application to the Town Manager at least 75 days prior to Town Meeting and pay the application fee in accordance with Attachment A - Water and Sewer Rate and Fee Schedule. An inter municipal agreement between the Town of Ayer and the Town that the sewer service is located shall be executed prior to connecting to the Town of Ayer sewer system. The Applicant shall be responsible for all costs associated with the sewer extension and connection, including application fees, inspection fees and legal fees. The Applicant shall be responsible for obtaining any additional permits related to the extension of the Out of Town service. All other requirements related to the size, type and location of the sewer connection shall be in accordance with the requirements of the Sewer Rules and Regulations.

**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:** December 18, 2020

**TO:** Ayer Select Board

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

**SUBJECT: Town Manager's Report for the December 21, 2020 Select Board Meeting**

Dear Honorable Select Board Members,

I am pleased to transmit to you the following Town Manager's Report for the December 21, 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):**

- I will provide the Select Board with a brief Administrative Update at the meeting on the various activities, initiatives, and projects of the Administration since the Select Board last met on December 1, 2020.
- I have reviewed, approved, and signed the following Town Warrants since the Select Board last met on December 1, 2020:

Payroll Warrant #21-11 in the amount of \$350,439.45 was reviewed, approved, and signed on December 1, 2020.

Accounts Payable Warrant #21-11 in the amount of \$1,675,366.73 was reviewed, approved, and signed on December 8, 2020.

Payroll Warrant #21-12 in the amount of \$424,571.21 was reviewed, approved, and signed on December 15, 2020.

**COVID-19 Update:**

- I will provide the Select Board with a brief COVID-19 Update on the various COVID-19 preparedness measures the Town continues to take for the period since the Select Board last met on December 1, 2020.

**Reserve Fund Transfer Request (RFT) for Unemployment Expenses:**

- I am respectfully requesting that the Select Board vote to approve the attached reserve fund transfer in the amount of \$7,500 for the Town's unemployment account (See attached). Mr. Kevin Johnston, Benefits & Payroll Manager will provide a brief overview of the reserve fund transfer for the Select Board at the meeting.

**Intermunicipal Agreement with the Town of Westford – Use & Storage of Ayer’s Old Fire Engine at the Westford Fire Station:**

- I am respectfully recommending that the Select Board review and vote to approve the attached Intermunicipal Agreement with the Town of Westford for the use and storage of Ayer’s old fire engine to be garaged at the Westford Fire Station (See attached). The Intermunicipal Agreement was drafted by Town Counsel and has been reviewed by Chief Johnston and the Town Manager. The Westford Select Board reviewed and approved the Intermunicipal Agreement at their December 8, 2020 Select Board Meeting. At the meeting I will be joined by Chief Johnston to answer any questions that the Select Board may have.

Thank you.

Attachments:

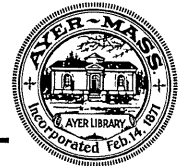
Reserve Fund Transfer Request (RFT) for Unemployment Expenses

DRAFT Intermunicipal Agreement with the Town of Westford – Use & Storage of Ayer’s Old Fire Engine at the Westford Fire Station



# Town of Ayer

## Benefits and Payroll Department



1 Main Street – Ayer, Massachusetts - 01432  
Kevin A. Johnston, Benefits and Payroll Manager

Tel: (978) 772-8248  
Fax: (978) 772-3017

## Memorandum

**Date:** December 16, 2021

**To:** Members of the Select Board

**From:** *KAS*  
Kevin A. Johnston, Benefits & Payroll Manager

**Subject:** Reserve Fund Transfer

I am requesting approval of a Reserve Fund Transfer (RFT) in the amount of \$7,500 for Account 01913-51740, Unemployment Compensation. A Reserve Fund Transfer Request form is attached (encl 1).

The FY 21 Unemployment Compensation budget currently has a balance of \$702.05. The most recent Department of Unemployment Assistance monthly invoice is \$511.15 and a quarterly payment of \$400 to Pinnacle Unemployment Services and Consulting is also due. A summary of the RFT request is:

FY 21 Unemployment Expenses budget balance	\$ 702.05
Amount needed for current DUA invoice	(\$ 511.15)
Amount needed for current third-party administrator invoice	<u>(\$ 400.00)</u>
FY 21 adjusted budget balance	(\$ 209.10)
Requested Reserve Fund Transfer	<u>\$ 7,500.00</u>
FY 21 budget balance with RFT	\$ 7,290.90

This additional expense is extraordinary and unforeseen because the actual amount of the FY 21 unemployment expenses were not known when the FY 21 budget was prepared. In addition, the Town has seen some unforeseen unemployment expenses due to the Coronavirus pandemic.

I am available at your convenience to discuss this matter with you and answer any questions. Thank you for your consideration of this request.

Enclosure

cc: Town Manager  
Town Accountant  
Treasurer/Collector  
Finance Committee

RESERVE FUND TRANSFER REQUEST

**Section I (Completed by Elected Official or Department Head)**

This request for a transfer from the Reserve Fund is being made in accordance with M.G.L., Chapter 40, Section 6:

1 Amount requested: \$7,500<sup>00</sup>

2 To be transferred to:

A. Account Name: UNEMPLOYMENT EXPENSES

B. Account #: 01913-51710

3 Present balance in budget \$ 702.05

4 The amount requested will be used for (please attach supporting information):  
TO FUND UNEMPLOYMENT EXPENSES FOR THE BALANCE OF FY 21.

5 The expense is extraordinary or unforeseen for the following reason(s):  
UNFORESEEN UNEMPLOYMENT CLAIMS SINCE THE FY 21 BUDGET WAS PREPARED.

DEC. 16, 2020  
Date

Ken Johnston  
Elected Official or Department Head

**Section II Action by Board of Selectmen or Appointing Authority when Section I not completed by an Elected Official**

Transfer Approved: YES NO

Amount Approved: \_\_\_\_\_

Date of Meeting: \_\_\_\_\_

Number Present/Voting \_\_\_\_\_

\_\_\_\_\_  
Chairman

**Section III Action by Finance Committee**

Transfer Approved: YES NO

Amount Approved: \_\_\_\_\_

Date of Meeting: \_\_\_\_\_

Number Present/Voting \_\_\_\_\_

\_\_\_\_\_  
Chairman

INTERMUNICIPAL AGREEMENT  
BETWEEN THE TOWNS OF  
AYER AND WESTFORD  
FOR USE AND STORAGE OF  
ONE FIRE ENGINE

This Intermunicipal Agreement (“Agreement”) is made and entered into this \_\_\_ day of December, 2020, in accordance with the provisions of Massachusetts General Laws, Chapter 40, Section 4A, by and between the Town of Ayer, Massachusetts, acting by and through its Select Board (“Ayer”), and the Town of Westford, Massachusetts, acting by and through its Select Board (“Westford”) (collectively, the “Parties”).

**RECITALS**

WHEREAS, Ayer currently owns a model year 2000 Emergency-One, Cyclone fire pumper truck VIN 4ENRAAA86Y1001304 (the “Pumper”); and

WHEREAS, Ayer utilizes the Pumper primarily for back-up purposes; and

WHEREAS, Ayer has a temporary need for storage of the Pumper; and

WHEREAS, Westford has agreed to store and maintain the Pumper on the terms set forth herein in order to assist Ayer in meeting its storage needs; and

WHEREAS, Westford desires to use the Pumper for back-up service purposes; and

WHEREAS, Ayer has agreed to allow Westford to utilize the Pumper on an as needed basis; and

WHEREAS, the Parties are each authorized to enter into this Agreement by vote of their respective Select Board in accordance with the provisions of G.L. c. 40, §4A.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

1. Use:

The Pumper will stored at the Westford Fire Department facilities and will primarily be used as a backup Pumper by the Westford Fire Department and placed into front line service if Westford’s front line pumper is out of service. The Pumper may also be used for situations that requires department call backs where all other units are committed to calls and for shift training to be sure the operators are proficient and familiar with the

Pumper. The Parties recognize and agree that in the event Ayer requires usage of the Pumper at any time, the Pumper shall be made available and returned to Ayer.

2. Personnel:

Operation and use of the Pumper shall be restricted to full time Firefighters for the Ayer and Westford Fire Departments.

3. Insurance and Registration:

Costs for ordinary insurance and registration shall be the responsibility of Ayer. Westford shall be responsible for any additional insurance costs arising from Westford's use of the Pumper.

4. Fuel, maintenance, and repairs:

Costs of fuels and routine maintenance and repairs, as well as designation of repair facility will be the responsibility of Westford. Any major repairs will be coordinated with Ayer.

5. Term:

This Agreement shall commence on the date memorialized above and shall continue for a period of twenty-five (25) years, unless terminated sooner.

6. By entering into this Agreement, the Parties have not waived any governmental immunity or limitation of damages that may be extended to them by operation of law. The Parties are the sole and exclusive beneficiaries of this Agreement. No third party rights, express or implied, are created. The provisions of this paragraph shall survive termination of this Agreement.

7. Either Ayer or Westford may terminate this Agreement at any time upon the provision at least ninety (90) days prior written notice to the other party. Such notice shall be delivered by the terminating Party by electronic mail to the Fire Chief and Town Manager of the other Party and shall state the effective date of termination.

8. No Party shall assign, sublet or otherwise transfer its rights under this Agreement, in whole or in part, without the prior written consent of the other Party.

9. This Agreement shall not be modified or amended except by a written document executed by the authorized representatives of the Parties.

10. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand, by electronic mail to the Party's Fire Chief and Town Manager, or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the Parties at the addresses set forth herein or furnished from time to time in writing hereafter by one Party to the other Party. Any such notice or correspondence shall be deemed given when so delivered by hand, when sent by electronic mail, or, if so mailed, when deposited with the

U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

11. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and all Parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
12. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both Parties would be substantially or materially prejudiced.
13. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by their individual representatives, whose signatures are hereto affixed.

TOWN OF AYER  
By its Select Board

\_\_\_\_\_  
Shaun C. Copeland, Chair

\_\_\_\_\_  
Scott A. Houde, Vice-Chair

\_\_\_\_\_  
Jannice L. Livingston

TOWN OF WESTFORD  
By its Select Board

\_\_\_\_\_  
Andrea Peraner-Sweet, Chair

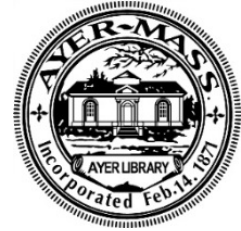
\_\_\_\_\_  
G. Thomas Clay, Vice Chair

\_\_\_\_\_  
Mark D. Kost, Clerk

\_\_\_\_\_  
Anita Tonakarn-Nguyen

\_\_\_\_\_  
J. Scott Hazelton

**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 December 1, 2020**  
**Open Session Meeting Minutes**

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

**Also Present:** Robert A. Pontbriand, Town Manager  
Carly M. Antonellis, Assistant Town Manager  
*Both Via Remote Participation*

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

**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. All votes will be taken by Roll Call.

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

**Approval of Meeting Agenda:** S. Copeland asked to amend the agenda by adding a discussion about changing the 2<sup>nd</sup> December meeting date under New Business.

**Motion:** A motion was made by S. Copeland and seconded by J. Livingston to approve the meeting agenda, as amended. **Roll Call:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 3-0.**

**Announcements:** None

**Public Input:** None

**FY '21 Tax Classification Public Hearing – Tom Hogan, Assessing Administrator and Board of Assessors:**  
J. Livingston opened the Public Hearing by reading the Public Hearing Notice as advertised in the Nashoba Valley Voice. The SB was joined remotely by Assessing Administrator T. Hogan and Board of Assessor Members John Kilcommins and Ed Cornellier. T. Hogan presented four items as it relates to the FY' 21 tax rate, pursuant to MGL c.40 §56: 1) open space discount, 2) residential exemption 3) small commercial exemption 4) and the adoption of a residential factor. T. Hogan reported that the total property values in Ayer increased about 5.1%. T. Hogan gave a brief overview of the open space discount, the residential exemption and the small commercial exemption and reported that the Board of Assessor's are not recommending adoption of any of these.

J. Livingston asked what would happen if the Town adopted a single tax rate. T. Hogan stated that the pros and cons of going to a single rate is that the Town would have the highest residential rate allowed by law and conversely the lowest CIP rate allowed. It would lead to a severe increase to residential rates while the business tax bills would decrease slightly.

T. Hogan stated that the Board of Assessor's is recommending a CIP Shift Factor of 1.54. He also noted that the Town of Ayer has about \$2.5 million in excess levy capacity, which is the 39<sup>th</sup> highest in the State. There was no public input.

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to not adopt the open space discount.

**Roll Call:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 3-0.**

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to not adopt the residential exemption.

**Roll Call:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 3-0.**

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to not adopt the small commercial exemption. **Roll Call:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 3-0.**

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to adopt a residential factor of .746434 and 1.54 CIP shift factor. **Roll Call:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 3-0.**

T. Hogan also noted that the upcoming tax bills will increase the CPA surcharge from 1% to 3%, as approved by Town Meeting.

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to close the Public Hearing at 6:53PM.

**Roll Call:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 3-0.**

**Joint Meeting with Board of Health for Appointment of BOH Member:** The SB was joined by the two members of the Board of Health, Ms. Pam Papineau and Ms. Tricia Peters. P. Papineau called the Board of Health to Order at 6:55 PM. The SB and BOH are convening to fill a vacancy left by the resignation of Ms. Mary Spinner on the Board of Health. Two candidates submitted letters of interest: Mr. Steve Slarsky and Mr. Mark Wall. The Joint Boards interviewed both candidates.

**Motion:** A motion was made by P. Papineau and seconded by T. Peters to appoint Mr. Steve Slarsky to the vacant seat on the Board of Health until the Annual Town Election in May. **Roll Call:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye; P. Papineau, aye; T. Peters, aye. **Motion passed by Roll Call Vote 5-0.**

**Motion:** A motion was made by P. Papineau and seconded by T. Peters to adjourn the Board of Health at 7:26 PM. **Roll Call:** P. Papineau, aye; T. Peters, aye. **Motion passed by Roll Call Vote 2-0.**

**Superintendent Mark Wetzel, DPW:** *Wastewater Treatment Plant Upgrade Change Order 1* – M. Wetzel joined the SB remotely and presented Change Order 1 for the Wastewater Treatment Plant Upgrade. The Change order totals \$76,684 and includes a contract time extension (due to COVID-19), additional conduit, wire and gas detection systems, structural steel modifications, and other items.

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to approve Change Order 1 in the amount of \$76,684 as presented. **Roll Call:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 3-0.**

*Out of Town Water and Sewer Connection Policy* – M. Wetzel presented a DRAFT policy memo (see SB packet) relating to Out of Town requests to hook up to the Town's water and sewer. The SB and several residents expressed a desire to establish a procedure for the Town to weigh in before an article goes on the Town Meeting Warrant. He is suggesting that an application be filled out by an interested party at least 75 days prior to a Town Meeting and pay a \$1,000 application fee. The application would then go to the Town Engineer for review and the SB would hold a public hearing, which the applicant must attend. He is also proposing a requirement that a letter from the Town where the project is located be submitted, supporting the possibility of an Inter-



Municipal Agreement. S. Houde asked about the length of the application process considering the review and the public hearing. M. Wetzel stated approximately 60 days. S. Houde stated that he would like to see a date prior to Town Meeting to have everything finalized, likely causing the 75-day minimum to increase.

J. Livingston added that she would like the Rate Review Committee to review the application to see the effect on the rates.

R. Pontbriand stated the he and M. Wetzel will incorporate changes as requested this evening and bring back for review.

Sara Withee, 11 Groton Shirley Road asked when the Planning Board would be looped in. R. Pontbriand stated he would like to loop them in from the beginning. She then asked who would be facilitating the process. R. Pontbriand stated that the main point of contact will be the DPW. She also asked about the deadlines and notification to residents. R. Pontbriand stated that all information could be placed on the Town's website. S. Copeland also pointed out that it will be on all agendas of any board/committee that are discussing it.

David Bodurtha, 28 Coolidge Road stated that he would like to see an ad placed in the newspaper when the Town receives an application and that he feels the 75-day minimum is not long enough.

R. Pontbriand and M. Wetzel will continue to fine tune the application and present to the SB at a later date.

*Devens Wastewater Agreement Renewal* – M. Wetzel presented an overview of the process for renegotiating the Town's Wastewater Treatment Agreement with Devens, which expires in December of 2021. He said that according to his calculations the Town of Ayer does not need as much treatment capacity from Devens as it does now. M. Wetzel said the significant issues are length of the agreement, required flow amounts, fees and a termination mechanism.

**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 a list of signed Town Warrants in the meeting packet. He reported that the Capital Planning Committee is well underway and will be wrapping up the process by early January. He reported that FY'22 budgets are due Friday December 4, 2020.

*COVID-19 Update* – R. Pontbriand reported that things are mainly status quo and the Town of Ayer is listed as yellow on the State's COVID-19 map.

*Appointments* - R. Pontbriand is requesting that Ms. Lois Bisson be appointed to serve on the Cultural Council to fill a vacant term expiring on June 30, 2021. He is also requesting that Ms. Marianne Cooper be appointed to serve on the Cultural Council to fill a vacant term expiring on June 30, 2022

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to appoint Ms. Lois Bisson to the Cultural Council, term to expire June 30, 2021. **Roll Call:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye.

**Motion passed by Roll Call Vote 3-0.**

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to appoint Ms. Marianne Cooper to the Cultural Council, term to expire June 30, 2022. **Roll Call:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye.

**Motion passed by Roll Call Vote 3-0.**

On behalf of the Historic Commission, R. Pontbriand is requesting that Ms. Margaret Durand be appointed to serve on the Historic Commission to fill a vacant term expiring on June 30, 2021.

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to appoint Margaret Durand to the Historic Commission, term to expire June 30, 2021. **Roll Call:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 3-0.**

*Town Counsel Disclosure for Town of Westford Inter-Municipal Agreement* - R. Pontbriand reported that the Ayer Fire Department would like to garage the Town's old Engine #2 at the Town of Westford Fire Station due to insufficient space at the AFD. This arrangement will be codified in an Inter-Municipal Agreement subject to review and approval by the Ayer Select Board and the Westford Select Board. KP Law represents both the Towns of Ayer and Westford, so the Select Board must consent to Town Counsel's representation regarding the proposed intermunicipal agreement.

Ms. Withee asked how many IMA's the Town of Ayer has. R. Pontbriand stated he will review and follow-up.

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to consent to KP Law representation of the Town of Ayer and Westford regarding the proposed intermunicipal agreement. **Roll Call:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 3-0.**

*2021 License Renewals* – C. Antonellis presented the list of 2021 License Renewals (see below). She noted that Carlin's has opted not to renew their licenses, due to the impact of the COVID-19 crisis.

<u>Business Name</u>	<u>Business Address</u>	<u>Map and Parcel</u>	<u>License Type</u>
Toreku Tractor & Equipment, Inc.	4 Littleton Road	35-9	Class 1
Gervais Inc.	5 Littleton Road	35-24/25	Class 1
Don's Auto Sales	9 Bishop Road	19-9	Class 2
J.C. Madigan, Inc.	8 Shaker Road	43-4 & 43-7	Class 2
Terranova Auto Body	40 Littleton Road	35-15	Class 2
Smart Auto Sales, Inc.	42 Littleton Road	35-16	Class 2
Rt 2A Auto Sales, Inc.	77 Fitchburg Road	11-16	Class 2
Power of Honesty, Inc.	179 West Main Street	32-22	Class 2
Ayer Auto Repair, LLC.	85-87 Central Avenue	27-106/107	Class 2
Turbo Lube	21 Fitchburg Road	11-50	Class 2
Ultimate Car Care	1 Bishop Road	19-199	Class 2
Harry Schwartz & Sons, Inc.	20 Sandy Pond Road	28-86	Class 3
Subway	1 Mill Street	26-82	CV
Ayer Convenience	60 Park Street	19-16	CV
Deven's Pizza & Deli	210 West Main Street	32-30	CV
McDonald's Restaurant	2 Sandy Pond Road	35-4	CV
Wendy's Restaurant	2 Barnum Road	35-17	CV
Woo Jung Restaurant	174 West Main Street	32-40	CV
Verona Pizza & Seafood	18 Park Street	26-21	CV
Dunkin Donuts	18 Park Street	26-21	CV
Karyn's Kitchen	200 West Main Street	32-21	CV
Ayer Gulf	26 Park Street	26-19	CV
The Cottage Restaurant	18 Main Street	26-93	CV
Wok & Roll	49 Park Street	19-31	CV
Lazy Mary's	30 Littleton Road	35-12	CV
Taco Bell	4 Sandy Pond Road	35-3	CV
Union Coffee	25 Main Street #1	26-223	CV
Tipo Taco's	35 Main Street	26-187	CV
Ruby Donut Shop	210 West Main Street	32-30	CV

Junction RPD	60 West Main Street	26-72	CV
Alltown Fresh Ayer	28 Harvard Road	35-53	CV
Ayer Shop 'n Save	22 Fitchburg Road	18-2	s15BW
Ayer Beer and Wine	210D West Main St.	32-30	s15BW
Ayer Package Store, Inc.	48 Main Street	26-89	s15AA
The Vineyard	63 Park Street	19-30	s15AA
Traffic Circle Liquors, Inc.	2 Littleton Road	35-7	s15AA
Barnum Road Liquors, Inc.	1 Barnum Road	34-86	s15AA
Archer's Mobil	70 Main Street	26-87	s15BW; CV
Pauline's Variety	67 1/2 East Main Street	34-42	s15BW; CV
Ayer Gun & Sportsmen's Club	225 Snakehill Road	14-1/14-4/14-7	s12BWC; CV
Carlin's	7 Depot Square	26-329	s12AA; CV; Amusement; Sunday Entertain;
Billiard's Café	39 Main Street	26-187	s12AA; CV; Amusement; Sunday Entertain;
Lucia's Tavola Ristorante	31 Main Street	26-187	s12AA; CV
Markoh's on Main	43 Main Street	26-187	s12AA; CV
Shaker Hills Country Club	146 Shaker Road	43-5	s12AA; CV
Tiny's Restaurant	2 Groton School Road	19-7	s12AA; CV; Amusement
Nashoba Club	14 Central Avenue	26-278	s12AA; CV; Amusement
9 Main Ayer, Inc.	9 Main Street	26-228	s12AA; CV
Bar 25	25 Main Street	26-223	s12AA; CV

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to approve the 2021 License Renewals as presented, so long that applicants meet all state and local requirements. **Roll Call:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 3-0.**

*128 Washington Street Commitment of Tax Lien for Property Enforcement/Clean-Up* – C. Antonellis stated that the Town paid over \$20,000 to have the structures located at 128 Washington Street boarded and secured due to a several violations of the State Sanitary Code. There was a lien placed on the property, which now totals \$27,600.75. She is asking that the Select Board to vote to commit this lien (\$27,600.75 through December 31, 2020) to the property tax rolls.

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to commit the lien to the Town of Ayer Tax Rolls. **Roll Call:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 3-0.**

**New Business/Selectmen's Questions:** *Reschedule of December 15, 2020 SB Meeting* – S. Copeland asked to move the SB meeting scheduled for 12/15/20, due to a prior conflict. The SB agreed to move the next meeting to Monday December 21, 2020 at 6:00 PM.

**Approval of Meeting Minutes:**

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to approve the Meeting Minutes from November 2, 2020. **Roll Call:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 3-0.**

**Adjournment:**

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to adjourn at 8:27 PM. **Roll Call:** S. Copeland, aye; S. Houde, aye; J. Livingston, 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:** \_\_\_\_\_