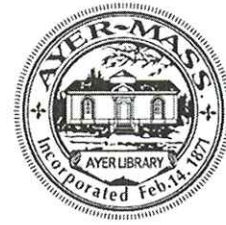


RECEIVED
DEC 17 2021

11:32am
CC

TOWN OF AYER
TOWN CLERK

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



Tuesday December 21, 2021, 6:00 PM
Open Session Remote Participation Meeting Agenda

Due to the ongoing COVID-19 Pandemic, in accordance with Chapter 20 of the Acts of 2021, suspending certain provisions of the Open Meeting Law (OML), 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 live on Zoom and Channel 8. The public may participate remotely by joining Zoom (Meeting ID# 897 9080 0793) or by calling (929-205-6099). For additional information about remote participation, please contact Carly Antonellis, Assistant Town Manager at atm@ayer.ma.us or 978-772-8220 ext. 100 prior to the meeting.

- 6:00 PM** **Call to Order**
Pledge of Allegiance; Review and Approve Agenda; Announcements
- Public Input**
- 6:10 PM*** **Dan Van Schalkwyk, Director, DPW**
1. Approval of Change Order 1 for 2019-2021 Road Paving
2. Amendment for Wastewater Treatment & Disposal Services – MassDevelopment
- 6:15 PM** **Katie Petrossi, Director, Council on Aging**
1. Acceptance of Donation
- 6:20 PM** **Jeff Thomas, Dir., Parks Dept. & Alan Manoian, Dir., Community & Economic Development Office**
1. Requests for authorization - US Dept. of Interior/NPS Land & Water Conservation Fund Grant Program - "Kiddie Junction" Playground, Pirone Park
- 6:25 PM** **Barbara Tierney, Treasurer/Tax Collector**
1. Bond Issue for SCBA Compressor and Fill Station for Fire Dept.
- 6:30 PM** **Chuck Shultz, Director, Facilities Department**
1. Contract Execution – Thomas E. Snowden, Inc. – Police Station HVAC Rooftop Unit Replacement
- 6:35 PM** **Town Manager's Report**
1. Administrative Update/Review of Town Warrant(s)
2. Appointments – Cultural Council
3. Authorization for Letter of Support for Sandy Pond School Association
4. FY '23 Budget Update
5. Notice of Proposed Sale of Chapter 61 Land by David A. Rogers, 4 Pierce Ave.
- 7:00 PM** **New Business/Select Board Member Questions**
- 7:05 PM** **Approval of Meeting Minutes**
December 7, 2021

The next regularly scheduled meeting of the Select Board is Tuesday January 18, 2022 at 6:00 PM via Remote Participation. Zoom Meeting ID #897 9080 0793 or by Phone 929-205-6099

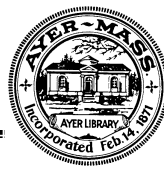
7:10 PM

**Executive Session pursuant to MGL Chapter 30A, Section 21A,
Exemption #3 (Union Negotiations Strategy)**

1. Fire Union Contract MOA

Adjournment

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



MEMORANDUM

Date: December 16, 2021
To: Select Board
From: Dan Van Schalkwyk, P.E., Director
Subject: **Agenda Items for December 21, 2021, Select Board Meeting**

1. **Approval of Change Order 1 for 2019 Through 2021 Road Paving –**
Attached is Change Order No. 1 for 2019 Through 2021 Road Paving. The change order amount is for \$35,045.84. The change is from the construction of the stormwater infiltration swale along Groton Shirley Road. There is no pay item in the Road Paving Contract and the work was performed tracking time and material costs, in accordance with Contract terms.

For signature by the Chair.

2. **Amendment to Agreement for Wastewater Treatment and Disposal Services with MassDevelopment –**

The current Agreement with Devens for the Wastewater Treatment and Disposal Services expires on December 31, 2021. Negotiations for a new Agreement are ongoing. The negotiations are anticipated to extend into next year, past the expiration of the current Agreement. As such, we recommend the Board execute an Amendment to extend the current Agreement to April 1, 2022.

For signature by the Board.

Change Order No. 1

Date of Issuance: _____ Effective Date: _____

Project: Groton Shirley Road	Owner: Town of Ayer, MA	Owner's Contract No.:
Contract: 2019 Through 2021 Road Paving (Current Year 2021)		Date of Contract: July 5, 2019
Contractor: P.J. Albert, Inc.		Engineer's Project No.:

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

Description: Stormwater swale installed along a portion of Groton Shirley Road during repaving project. Time and materials tracked for cost determination.

Attachments: Invoice # 229453

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>204,879.00</u>	Original Contract Times: <input checked="" type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): <u>N/A</u> Ready for final payment (days or date): <u>N/A</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): <u>N/A</u> Ready for final payment (days): <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>204,879.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>N/A</u> Ready for final payment (days or date): <u>N/A</u>
Increase of this Change Order: \$ <u>35,045.84</u>	Increase of this Change Order: Substantial completion (days or date): <u>N/A</u> Ready for final payment (days or date): <u>N/A</u>
Contract Price incorporating this Change Order: \$ <u>239,924.84</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>N/A</u> Ready for final payment (days or date): <u>N/A</u>

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



INVOICE

PH: 978-345-7828 • FAX: 978-345-1425 • 800-370-7828
 P.O. BOX 2165 FITCHBURG, MASSACHUSETTS 01420

Invoice # 229453

Bill To: AYER DEPT OF PUBLIC WORKS
 ATTN: MARK WETZEL
 25 BROOK STREET
 AYER, MA 01432

Date: 10/31/2021

PO# / EST#:

Job#: A19-1446

Job Description: 2019-2021 ROAD PAVING
 CONSORTIUM CONTRACT
 GROTON-SHIRLEY RD

TERMS: PER CONTRACT

Quantity	Description	Unit Price	Tax	Amount
2.00	HRS TIME & MATERIAL 10/4/2021	\$825.00		\$1,650.00
8.50	HRS TIME & MATERIAL 10/8/2021	\$825.00		\$7,012.50
65.30	TONS STONE 10/8/2021	\$18.00		\$1,175.40
8.50	HRS TIME & MATERIAL 10/11/2021	\$825.00		\$7,012.50
31.69	TONS STONE 10/11/2021	\$18.00		\$570.42
8.50	HRS TIME & MATERIAL 10/12/2021	\$825.00		\$7,012.50
31.62	TONS STONE 10/12/2021	\$18.00		\$569.16
8.50	HRS TIME & MATERIAL 10/13/2021	\$825.00		\$7,012.50
32.27	TONS STONE 10/13/2021	\$18.00		\$580.86
700.00	SY FABRIC	\$3.50		\$2,450.00
TOTAL DUE:				\$35,045.84

THANK YOU FOR YOUR BUSINESS

**AMENDMENT #2
TO
AGREEMENT FOR WASTEWATER
TREATMENT AND DISPOSAL SERVICES
BETWEEN
MASSACHUSETTS DEVELOPMENT FINANCE
AGENCY
AND THE
TOWN OF AYER, MASSACHUSETTS
DATED DECEMBER 31,
2001(" AGREEMENT")**

WHEREAS, the Town of Ayer and Massachusetts Development Finance Agency Agreement expires on December 31, 2021, and

WHEREAS, the Town of Ayer and Massachusetts Development Finance Agency are in the process of executing a new Agreement, and

WHEREAS, the Town of Ayer will continue to need to collect and deliver wastewater for treatment at the Devens wastewater system,

NOW THEREFORE, pursuant to Section 405 of the Agreement for Wastewater Conveyance, Treatment and Disposal Services between the Massachusetts Development Finance Agency and the Town of Ayer, Massachusetts executed on December 31, 2001, and in consideration of the mutual promises and covenants herein set forth, and in order to secure the services described in the Agreement, the parties hereto, each binding itself, its respective representatives, successors, and assigns, do mutually agree to make the following modifications to the Agreement:

All other terms of the Agreement will remain unchanged and in full force and effect.

1. Article IV Miscellaneous Provisions Section 416. This Agreement shall be extended for a period of 90 days. Therefore, this Agreement shall terminate on April 1, 2022.

IN WITNESS WHEREOF, the parties have hereunto set and fixed their seals as of the ____ day of December, 2021.

ATTEST:

Ayer Town Clerk

Town of Ayer

Approved as to form:

Massachusetts Development Counsel

ATTEST:

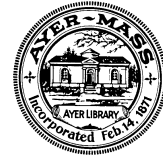
Ayer Select Board

Massachusetts Development Finance Agency

By: _____

Ayer Parks Department

Town Hall ♦ One Main Street ♦ Ayer, MA 01432
978-796-5915



To: Robert Pontbriand, Town Manager
From: Jeff Thomas, Ayer Parks Department Director
Date: December 14, 2021
Re: SB Agenda Item Description – Authorize Application to Federal Land & Water Conservation Fund Grant
for Ayer Kiddie Junction Redevelopment Project

Select Board Members,

We would like to formally thank you for the UDAG transfer you approved at your November 2 meeting to help fund our planning for the remediation and rebuilding of the playground at Pirone Park. We are currently working on funding for the overall project, including the seeking of grants and other outside resources. One particularly promising potential grant we are pursuing in conjunction with the AOCED is from the Federal Land & Water Conservation Fund. If successful, this would offer up to \$1 million in reimbursements at the completion of the project.

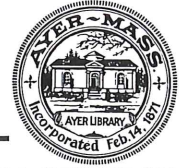
We are hoping to get the Select Board's approval to submit the application for this grant, which is due by January 24. A representative of the Parks Commission will be on hand for your December 21 meeting to discuss any questions you might have regarding the grant or project in general.

Sincerely,

Ayer Parks Commission

Town of Ayer

Treasurer/Tax Collectors Office



1 Main Street – Ayer, Massachusetts - 01432
Barbara Tierney *CMMT, Treasurer/Tax Collector*
Christina Boudreau, *Asst. Treasurer/Tax Collector*

Tel: (978) 772-8220 ext. 152
Fax: (978) 772-3017
Email: TAX@Ayer.ma.us

MEMORANDUM

Date: December 10, 2021

To: Select Board

From: Barbara Tierney 

Subject: Bond Issue for SCBA Compressor and Fill Station

Annual Town Meeting on April 26, 2021, Article 11, Capital Budget Requests, authorized the Treasurer, with the approval of the Select Board to borrow the sums listed in the Warrant including \$70,000 for an SCBA Compressor & Fill Station for the Fire Department.

Bond Counsel advises the Town on the requirements needed prior to issuing bonds for the Capital Budget Requests listed in Article 11.

The Fire Chief in consultation with the Finance Manager has determined the life expectancy of the SCBA Compressor & Fill Station to be 10 years. In this case, because the recommended useful life is beyond 5 years, Bond Counsel has advised that the Select Board vote on the useful life of the SCBA Compressor & Fill Station as recommended.

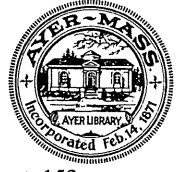
A motion for the vote is provided as well as a statement of certification of the Select Board vote. Please let me know if you have any questions.

Thank you.

Town of Ayer

Treasurer/Tax Collectors Office

1 Main Street – Ayer, Massachusetts - 01432
Barbara Tierney CMMT, *Treasurer/Tax Collector*
Christina Coudreau, *Asst. Treasurer/Tax Collector*



Tel: (978) 772-8220 ext. 152
Fax: (978) 772-3017
Email: TAX@Ayer.ma.us

SCBA Compressor and Fill Station Motion:

I move that the Selectboard adopt the vote regarding the SCBA Compressor and Fill Station useful life determination as written and presented to this meeting and that such vote text be incorporated into the minutes of this meeting.

VOTE OF THE SELECT BOARD

I, the Clerk of the Select Board of the Town of Ayer, Massachusetts, certify that a meeting of the board held _____, 20__, of which meeting all member of the board were duly notified and at which a quorum was present, the following vote was unanimously passed, all of which appears upon the official record of the board in my custody:

Voted: that the maximum useful life of the department equipment listed below to be financed with a portion of the proceeds of the \$4,292,565 borrowing authorized by the vote of the Town passed April 26, 2021 (Article 11) is hereby determined pursuant to G.L. c.44, §7(1) to be as follows:

<u>Purpose</u>	<u>Borrowing Amount</u>	<u>Maximum Useful Life</u>
SCBA Compressor and Fill Station	\$70,000	10 Years

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located, or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at a time of the meeting, that no deliberations or decision in connection with the subject matter of this vote were taken in executive session, all in accordance with G.L. c.30A §§18-25 as amended.

Dated: _____, 20__

Clerk of the Select Board



Town of Ayer

Department of Facilities Maintenance

Charles R. Shultz III, Director |Town of Ayer| Ayer Town Hall| 1 Main Street| Ayer, MA 01432|978-833-2301|
www.ayer.ma.us | crshultz@ayer.ma.us

To: Select Board

From: Chuck Shultz, Director
Facilities Department

Date: December 13, 2021

Re: Contract for Police Station HVAC Rooftop Unit Replacement (21FAC01)

I am recommending that the Select Board execute the contract for the Police Station HVAC Rooftop Unit replacement with Thomas E. Snowden, Inc. As you will remember, the Select Board awarded the contract to Thomas E. Snowden, Inc. at the November 2, 2021 Select Board Meeting. A copy of the contract is attached for your review. We anticipate the project to begin in March of 2022.

Thank you for your consideration.

AGREEMENT FOR THE POLICE STATION HVAC ROOFTOP UNIT REPLACEMENT (20FAC01)

THIS AGREEMENT made this 21st day of December in the year Two Thousand and Twenty-One, between Thomas E. Snowden, INC., with a usual place of business at 189 Central Street, Saugus, MA 01906, hereinafter called the CONTRACTOR, and the Town of Ayer, acting by its Select Board, with a usual place of business at Town Hall, One Main Street, Ayer, MA 01432, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment, and insurance to perform all work required for the project known as the Police Station Roof Top Units Replacement (20FAC01) Project, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings, and any supplemental general conditions are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of \$130,000.00.

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before May 1st, 2022.

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently, and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.

- D. Liquidated Damages: It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and Legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be \$500.00 per day.

4. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work:
- (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.
- (2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.
- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the

same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.

D. Notices, Compliance with Laws:

(1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes, and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state, and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare, and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and practicable execution of the Work.

G. Drawings, Specifications and Submittals:

(1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders, and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the

requirements of the Work and of the Contract Documents.

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

(4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

- H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss, or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.
- J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and

regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

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, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he 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, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

There is not a project architect-engineer for this project. The Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Town Facilities Director. Except as otherwise provided, the Facility Director shall have all the authority of the Owner set forth in the Contract Documents. In general, the Facilities Director shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as

amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents Attachment A.

9. Payments to the Contractor

Within fifteen (15) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have fifteen (15) days to make payment for:

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:
 - (1) A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
 - (2) A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
 - (3) A retention not exceeding five percent (5%) of the approved amount of the periodic payment.
- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:
 - (1) A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
 - (2) A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Owner fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic

estimate by the Owner as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

- E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
- (a) Unit bid prices previously approved.
 - (b) An agreed lump sums.
 - (c) The actual cost of:
 - 1. Labor
 - 2. Materials entering permanently into the work
 - 3. The ownership or rental cost of construction equipment during the time of use on the extra work
 - 4. Power and consumable supplies for the operation of power equipment
 - 5. Wages to be paid

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

- F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Town on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including,

but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Town or otherwise, except as and to the extent expressly provided under G.L. c.30, §390 in the case of written orders by the Town. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Terms Required by Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

12. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

13. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

1. claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
5. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

7. claims involving contractual liability applicable to the Contractor's obligations under Article 18 CONTRACTOR'S LIABILITY INSURANCE.

The limits of liability for coverage required under the preceding paragraph shall be as Specified in the Supplemental Conditions.

Except for Workmen's Compensation, all liability coverage shall name the Town as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

14. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

15. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

16. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties, or obligations under this Agreement without the written approval of the Owner.

- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

17. CONTRACTOR'S LIABILITY INSURANCE

In no case shall the limits of liability be less than the following:

1. Contractor's Liability Insurance

Commercial general liability on an occurrence coverage form. The limits of liability shall not be less than: \$1,000,000 each occurrence (combined single limit for bodily injury and property damage); \$1,000,000 for personal and advertising injury liability; \$2,000,000 aggregate on products and completed operations; \$2,000,000 general aggregate.

b. Workers' Compensation:

\$500,000 each accident for bodily injury by accident; \$500,000 each employee for bodily injury by disease; \$500,000 policy limit for bodily injury by disease.

If there is an exposure of injury to Trade Contractor's employees under the U.S. Longshore and Harbor Workers Compensation Act, the Jones Act, or under laws regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Additional Insured Endorsement: Blanket additional insured coverage should be requested to include the Contractor, his officers, directors and employees, the Owner, and any other party, as may be required

- 1. State: Statutory
- 2. Employer Liability:
 - \$ 1,000,000.00 Bodily Injury by Accident
 - \$ 1,000,000.00 Bodily Injury by Disease - policy limit
- 3. \$ 1,000,000.00 Bodily Injury by Disease - each
\$ 2,000,000.00 Umbrella Liability - all limits
- b. Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
 - 1. Bodily Injury:
 - \$1,000,000.00 Each Occurrence
 - \$2,000,000.00 Aggregate
 - 2. Products and Completed Operations
 - \$ 1,000,000.00 Each Occurrence (bodily injury and property damage)
 - \$ 2,000,000.00 Aggregate

Products and Completed

\$ 2,000,000.00 Operations

3. Property Damage Liability (including coverage for XCU hazards).
\$ 1,000,000.00 Each Occurrence
\$ 2,000,000.00 Aggregate
4. Products and Completed Operations insurance shall be maintained for a minimum period of 2 years after final payment and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned.

Trade Contractor shall furnish certificates of Insurance and applicable endorsements to Contractor before Trade Contractor commences any work.

Insurance Requirements for Sub-Trade Contractors:

Trade Contractor shall ensure that all tiers of his Sub-Trade Contractors shall maintain insurance in like form and amounts, including the Additional Insured requirements. Each Sub-Trade Contractor shall provide Certificates of Insurance and applicable endorsements to the Trade Contractor prior to the start of the Sub Trade Contractor's work on this project.

5. Contractual Liability (Hold Harmless Coverage):
\$ 1,000,000.00 Bodily Injury Each Occurrence
\$ 1,000,000.00 Property Damage Each Occurrence
\$ 2,000,000.00 Property Damage Aggregate
 6. Personal Injury, with Employment Exclusion deleted:
\$ 1,000,000.00 All Limits
- c. Comprehensive Automobile Liability (owned, non-owned, hired):
1. Bodily Injury
\$ 1,000,000.00 Each Person
\$ 1,000,000.00 Each Accident
 2. Property Damage
\$ 1,000,000.00 Each Accident
- d. Property Insurance / Builders Risk: the full Contract sum
- e. Umbrella Liability Coverage
\$ 2,000,000.00 All Limits

18. PREVAILING WAGE

In accordance with General Laws Chapter 149, Section 26 through 27D, the Contractor is obligated to comply with the prevailing wage rates established by the Commissioner of the Department of Labor and Workforce Development for mechanics, apprentices, chauffeurs, teamsters and laborers employed on the Project. The schedule of applicable prevailing wage rates for the Project, together with a Certificate of Compliance therewith, are set forth in Attachment A herein.

AGREED:

TOWN OF AYER, MASSACHUSETTS
(Owner)

By its Select Board

Shaun C. Copeland, Chair

Scott A. Houde, Vice Chair

Jannice L. Livingston, Clerk

CONTRACTOR:

Thomas E. Snowden, INC.

By:

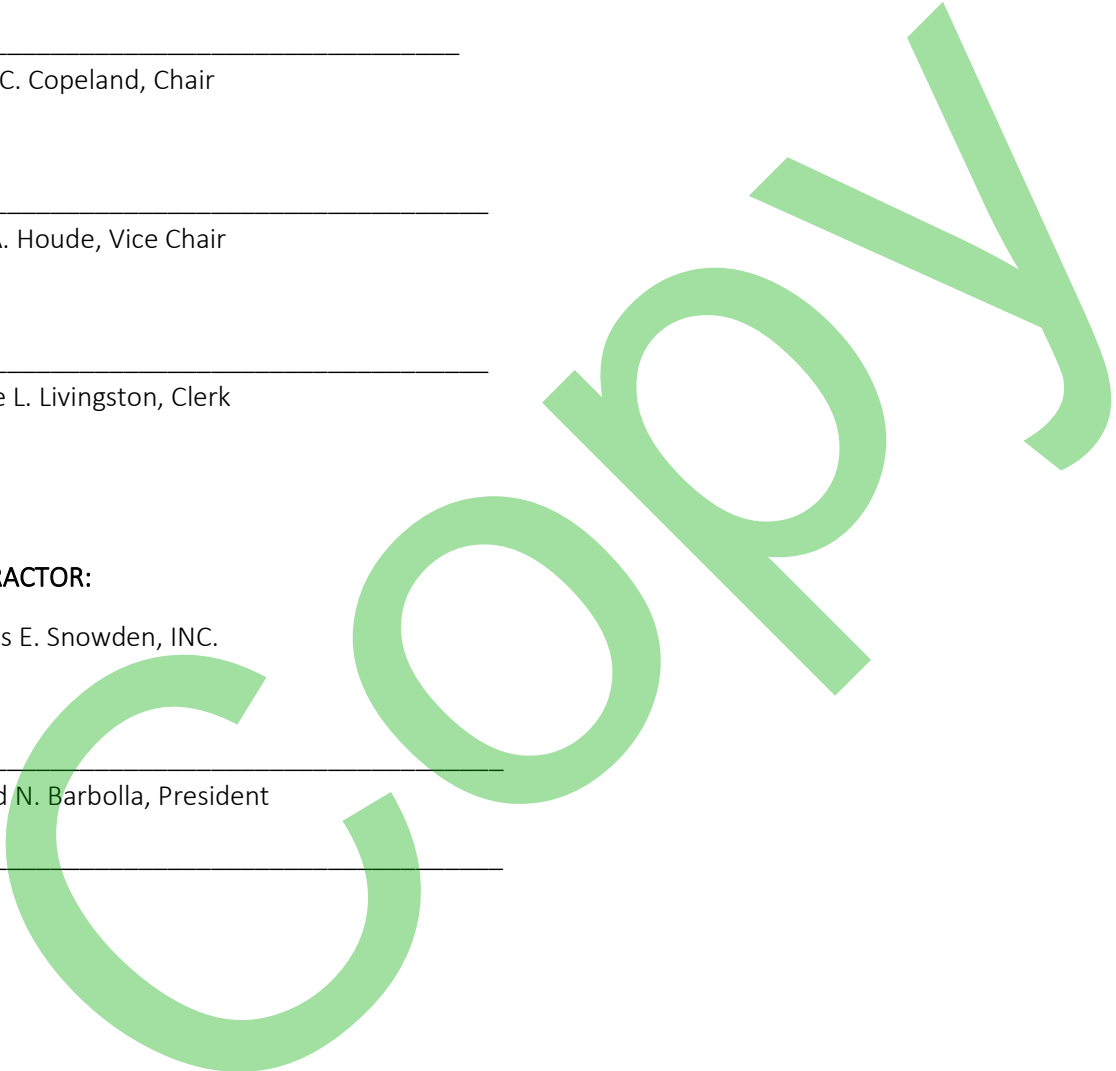
Richard N. Barbolla, President

Date

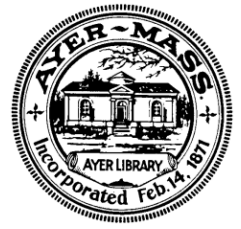
In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the \$130,000.00 has been authorized to execute the contract and approve all requisitions and change orders.

By _____
Lisa A. Gabree, Finance Manager/ Town Accountant

Date



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



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

MEMORANDUM

DATE: December 16, 2021

TO: Ayer Select Board

FROM: Robert A. Pontbriand
Town Manager

SUBJECT: Town Manager's Report for the December 21, 2021, Ayer 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, 2021, Ayer Select Board Meeting. If you have any questions prior the meeting, please do not hesitate to contact me directly. Thank you.

Administrative Update/Review of Town Warrants:

- At the meeting I will provide the Select Board with a brief Administrative Update of the various activities, initiatives, and projects of the Town since the Select Board last met on December 7, 2021.
- I have reviewed, signed, and approved the following Town Warrants since the Select Board last met on December 7, 2021:

Accounts Payable Warrant #22-11 in the amount of \$1,304,818.23 was reviewed, approved, and signed on December 7, 2021.

Payroll Warrant # 22-12 in the amount of \$395,108.22 was reviewed, approved, and signed on December 14, 2021.

Appointments: Cultural Council:

- I respectfully recommend that the Select Board appoint Catherine Marino-Dobosz of Ayer to the Cultural Council to a vacant three-year term to expire on June 30, 2024.

Authorization for Letter of Support for Sandy Pond School Association:

- The Sandy Pond School Association, Inc. is requesting a letter from the Ayer Select Board in support of the Sandy Pond School Association's action in the attached complaint (see attached) in which the Sandy Pond School Association, Inc. is seeking adverse possession to resolve the title issue of the Sandy Pond School House property. They are represented by Attorney Thomas Gibbons in this matter. They are further requesting that the letter state that the Sandy Pond School Association, Inc. has been the only entity that

the Town is aware of as to ever having custody of and control of the schoolhouse property. I have attached a proposed DRAFT of the letter for your review and consideration (see attached). I will be joined by Mr. Irving Rockwood of the Sandy Pond School Association, Inc. to appear before the Select Board regarding this request and to answer any questions.

FY 2023 Budget Update:

- At the meeting, I will provide the Select Board with a brief FY 2023 Budget Update. All initial FY 2023 Budget requests are due on December 30, 2021, per the Budget Calendar set by the Select Board. Additionally, the Capital Planning Committee is progressing with the FY 2023 Capital Plan. The Rate Review Committee has also met regarding the development of the FY 2023 Water and Sewer Rate Recommendations. The First Public Budget Forum will take place on Wednesday, January 26, 2022, at 6pm on Zoom per the Budget Calendar. The Executive Bi-Board will be developing an ARPA Fund Spending Policy for the Town subject to review and approval by the Select Board. The Town will also be looking to develop a proposal for consideration by the Select Board to hire an ARPA Fund Consultant (as many municipalities are doing) to assist the Town in the development of the ARPA Fund Spending Policy and to assist with the extensive reporting and compliance involved with the use of ARPA funds.

Notice of Proposed Sale of Chapter 61 Land by David A. Rogers, 4 Pierce Avenue, Ayer:

- The Town received the attached Notice of Proposed Sale of Chapter 61 Land on December 8, 2021 (see attached). Per state statute the Town has thirty (30) days to respond, as we have the first right of refusal in purchasing the land, as a condition of the land being in Chapter 61. The parcel is 3,885 square feet and located behind Pierce Avenue and Snake Hill Road. The small parcel is landlocked. This letter has been sent to all Town Departments and all have recommended not purchasing the property. Additionally, the Planning Board and Conservation Commission have each voted not to pursue this land acquisition.

Thank you.

Attachment(s): Verified Complaint in the Matter of *Sandy Pond School Association vs. Oliver K. Pierce, et. al.*
DRAFT Select Board Letter of Support for the Sandy Pond School Association
Notice of Proposed Sale of Chapter 61 Land (December 8, 2021)

COMMONWEALTH OF MASSACHUSETTS
 LAND COURT
 DEPARTMENT OF THE TRIAL COURT

Docket No.:

*****)	
Sandy Pond School Association, Inc.,)	
Plaintiff)	VERIFIED
)	COMPLAINT
vs.)	(w/ attachments)
)	
Oliver K. Pierce,)	
Daniel W. Fletcher,)	
Patrick Donlon,)	
Frank S. Pierce,)	
Frank S. Pingrey)	
John Pingrey,)	
John E. Donlon,)	
William H. Landry,)	
As Trustees of Sandy Pond School Association of Ayer,)	
And all other Heirs or Legal Representatives of the Trustees))	
Defendants)	

PARTIES

1. The Plaintiff, Sandy Pond School Association, Inc. (hereinafter “Plaintiff”) is a Massachusetts nonprofit corporation, incorporated on March 30, 1956, with a principal address of 150 Sandy Pond Road, Ayer 01432, Middlesex County, Massachusetts and with a mailing address of P.O. Box 693, Ayer 01432, Middlesex County, Massachusetts.

2. The Defendants, Oliver K. Pierce of Ayer, MA, Daniel W. Fletcher of Ayer, MA, Patrick Donlon of Ayer, MA , Frank S. Pierce of Ayer, MA, Frank S. Pingrey of Littleton, MA, John Pingrey of Ayer, MA, John E. Donlon of Ayer, MA, and William H. Landry of Ayer, MA, are individuals and Trustees of the Sandy Pond School Association of Ayer, (hereinafter “Defendants”) and are the title owners, as Trustees of the Sandy

Pond School Association of Ayer, to the real property located at 150 Sandy Pond Road, Ayer 01432, Middlesex County, Massachusetts.

JURISDICTION

3. Jurisdiction is correct in the Land Court because this is a civil action to quiet or establish the title to the land situated in the Commonwealth, and it is sought to determine the claims or rights of persons unascertained, not in being, or unknown or out of the Commonwealth, or who cannot be actually served with process and made personally amendable to the judgment of the court, pursuant to M.G.L. Ch. 240 §6-10.

FACTS

4. On December, 22, 1908, the Town of Ayer conveyed a certain parcel of land with the buildings thereon, to wit, The Sandy Pond schoolhouse, so called, and its outbuildings, Ayer, Middlesex County, Massachusetts, to Defendants Oliver K. Pierce, Daniel W. Fletcher, Patrick Donlon and Frank S. Pierce, and Frank S. Pingrey, as Trustees of the Sandy Pond School Association of Ayer, as set forth in a deed recorded on December 22, 1908 in the Middlesex South Registry of Deeds at Book 3413, Page 430. See Exhibit A attached hereto.

5. On November 19, 1934, George L. Donahue conveyed a certain parcel of land to Daniel W. Fletcher, Frank S. Pierce, John Pingrey, John E. Donlon and Williams H. Landry, as Trustees of the Sand Pond School Association of Ayer, Massachusetts, and their successors as such trustees, as set forth in a deed recorded on November 19, 1934 in the Middlesex South Registry of Deeds at Book 5886, Page 158. See Exhibit B attached hereto.

6. The parcel, conveyed by the deeds described above collectively, is hereinafter, referred to as the “Subject Premises”.

7. The Subject Premises is comprised of the land described in the deeds, which consists of approximately 10,000 square feet of real property, according to the Town of Ayer Assessor’s Map. See Exhibit C attached hereto.

8. After diligent search, of the Middlesex South Registry of Deeds, the Plaintiff has been unable to locate a copy of the Trust, or any appointments or resignations of any Trustees.

9. The Defendants are likely unavailable, or deceased, based on the dates of the conveyances of the two (2) parcels relative to Plaintiff’s claim.

10. On March 30, 1956, Juliet Everett Allen, Charles A. Mullin, Beatrice F. Fletcher, Eunice P. Bruce, Myrtle E. Boisseau, Alice C. Sawyer, and Ralph H. Richardson, organized and established, as a nonprofit corporation, Sandy Pond School Association, Inc., with the Secretary of the Commonwealth of Massachusetts. See Exhibit D attached hereto.

11. Since its incorporation on March 30, 1956, the Plaintiff has maintained and exclusively controlled the Subject Premises and the buildings thereon. Plaintiff uses the Subject Premises and the buildings thereon for a meeting place for social and literary

entertainments, as a meeting place where residents of the Sandy Pond District and Town of Ayer may discuss public affairs or improvements to the welfare of said District, Town, and the school house, and for other public purposes and the purposes deemed worthy and related thereto by Sandy Pond School Association, Inc.

12. Since its incorporation on March 30, 1956, the Plaintiff has used the entire Subject Premises and the buildings thereon, for the above stated purposes and, has since its incorporation, maintained exclusive custody, control, maintenance, and care of the Subject Premises.

COUNT 1 – ADVERSE POSSESSION
M.G. L. ch. 260 §21

13. The Plaintiff realleges and incorporates paragraphs one through twelve above as if fully set forth herein.

14. Title by adverse possession can be acquired only by proof of non-permissive use, which is actual, open, notorious, exclusive and adverse for twenty (20) years.

15. Since its incorporation on March 30, 1956, the Plaintiff has maintained exclusive custody, control, maintenance, and care of the Subject Premises and the Buildings thereon.

16. To the extent that the Plaintiff does not hold record title to the Subject Premises, it owns the same subject to the doctrine of adverse possession.

17. The Plaintiff has been maintaining exclusive custody, control, maintenance, and care of the Subject Premises and the buildings thereon without permission in an actual, open, notorious, exclusive, and adverse manner for over twenty (20) years.

18. The Plaintiff is the only party that controls access to the Subject Premises and the buildings thereon, and is the only party with keys to the buildings thereon.

19. As a result, the Plaintiff is entitled to a declaration establishing that they are the title owners to the entire Subject Premises free and clear of all claims of, or any right, title and interest of Defendants or any other party claiming by, through, or under the Defendants.

WHEREFORE, the Plaintiff respectfully requests that this Honorable Court enter a decree establishing that the Plaintiff legally possesses the right, title and interest to the entire Subject Premises, free and clear of all claims by the Defendants or any other party claiming by, through, or under the Defendants.

Respectfully submitted,
Sandy Pond School Association, Inc.,
By its Attorney,

Thomas A. Gibbons, Esq. BBO #631131
Dana L. Skehan, Esq. BBO #680359
Law Office of Thomas A. Gibbons, PC
21 Park St.
Ayer, MA 0132
(978)772-2284
tgibbons@tgibbonslaw.com

VERIFICATION

I, W. Randall Boutelle, Vice President of Sandy Pond School Association, Inc., hereby verify and attest under the penalties of perjury that I have read the foregoing Amended Verified Complaint and that I know the contents stated herein to be true based on my personal knowledge or upon documents and/or facts related to me by others that I believe to be true.

Date: _____

W. Randall Boutelle, Vice President
Sandy Pond School Association, Inc.

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



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

December 21, 2021

Attorney Thomas A. Gibbons
Law Office of Thomas A. Gibbons, P.C.
21 Park Street
Ayer, Massachusetts 01432

Re: Letter of Support for the Sandy Pond School Association, Inc.

Dear Attorney Gibbons,

We are writing this letter in support of the Sandy Pond School Association, Inc. efforts to resolve a title issue with the schoolhouse property by adverse possession as set forth in the matter of *Sandy Pond School Association, Inc. vs. Oliver K. Pierce, Daniel W. Fletcher, Patrick Donlon, Frank S. Pierce, Frank S. Pingrey, John Pingrey, John E. Donlon, William H. Landry, As Trustees of Sandy Pond School Association of Ayer, And all other Heirs or Legal Representatives of the Trustees.*

As the Chief Elected Executive Body of the Town of Ayer, we support the efforts of the Sandy Pond School Association to resolve this issue of title. Most importantly it is the position of the Town of Ayer that the Sandy Pond School Association, Inc. has been the only entity that has exerted custody and control over the schoolhouse property and continues to do so today. The resolution of this issue is imperative for the future historic preservation of the Sandy Pond Schoolhouse property and for the ongoing public education program of the Association. Recently, it is our understanding that the Sandy Pond School Association was denied a State funding grant because of this issue of title.

It is our position based on the historic record, that the Sandy Pond School Association, Inc. has historically been and is the only entity that has ever exerted custody and control over the schoolhouse property and continues to do so today. The resolution of this issue in the matter reference above will ensure the ongoing preservation, maintenance, and public education programs of this historic property in the Town of Ayer and further will enable the Sandy Pond School Association, Inc. to secure (and resecure) various grant funding sources. Please do not hesitate to contact us through the Town Manager's Office if you have any further questions or require any further assistance from the Select Board with this matter. Thank you for your time and consideration.

Signed:

Shaun C. Copeland, Chair

Scott A. Houde, Vice Chair

Jannice L. Livingston, Clerk

The Ayer Select Board

Cc: Robert A. Pontbriand, Town Manager
Sandy Pond School Association, Inc., c/o Irving Rockwood

SCHEIER KATIN & EPSTEIN, P.C.

ATTORNEYS AT LAW
WETHERBEE HOUSE
103 GREAT ROAD
ACTON, MA 01720
Tel: 978-264-4655
Fax: 978-264-4979 / 978-263-2851
www.skactonlaw.com

RECEIVED

DEC 08 2021

TOWN OF AYER
OFFICE OF THE SELECT BOARD

2:06 PM

MARK L. SCHEIER
mscheier@skactonlaw.com

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FRANCISCO (CARLOS) MELÓN
cmelon@skactonlaw.com

-Of Counsel-
MICHAEL E. KATIN
mkatin@skactonlaw.com
Tel: 617-680-4051

December 8, 2021

HAND DELIVERED

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

NOTICE OF PROPOSED SALE OF CHAPTER 61 LAND

SELLER: David A. Rogers, Alan E. E. Rogers and Louise M. Rogers

BUYER: Mark Fermanian

PROPERTY TO BE CONVEYED: Parcel A as shown on a plan entitled, "Plan of Land in Ayer, Mass., Prepared for David A. Rogers, 4 Pierce Ave, Ayer, MA & Mark Fermanian, #234 Snake Hill Road, Ayer, MA" which plan is recorded with the Middlesex South District Registry of Deeds as Plan No. 542 of 2021.

Said Parcel A contains 3,885 square feet of land according to said plan.

I am enclosing the purchase and sale agreement which calls for a purchase price of Three Thousand and 00/100 (\$3,000.00) dollars.

This Notice of right of first refusal is provided to you in accordance with M.G.L. Chapter 61, Section 8.

SCHEIER KATIN & EPSTEIN, P.C.

December 8, 2021

Page Two

The land to be conveyed to the abutter Mr. Fermanian will be used for residential purposes. Mr. Rogers, my client and Seller, lives at 4 Pierce Avenue, Ayer, Massachusetts and may be reached at 978-772-2758. I am counsel for Mr. Rogers, et al and my contact information is included.

Please let me know if you require any additional information.

Very truly yours,

SCHEIER KATIN & EPSTEIN, P.C.

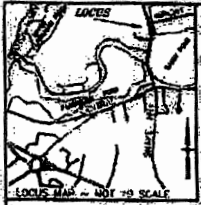


Mark L. Scheier, Esquire

MLS/kg

Enclosure

cc: client
Thomas A. Gibbons, Esq.



REFERENCES:
 PLANS ON FILE AT THE MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS
 • PLAN 1243 OF 1984 "A PLAN OF LAND IN AYER, MA", DATED JANUARY 17, 1984
 • PLAN 1361 OF 1986 "PLAN OF LAND BELONGING TO MR. JAMES O'NEILL", DATED JUNE 7, 1986.

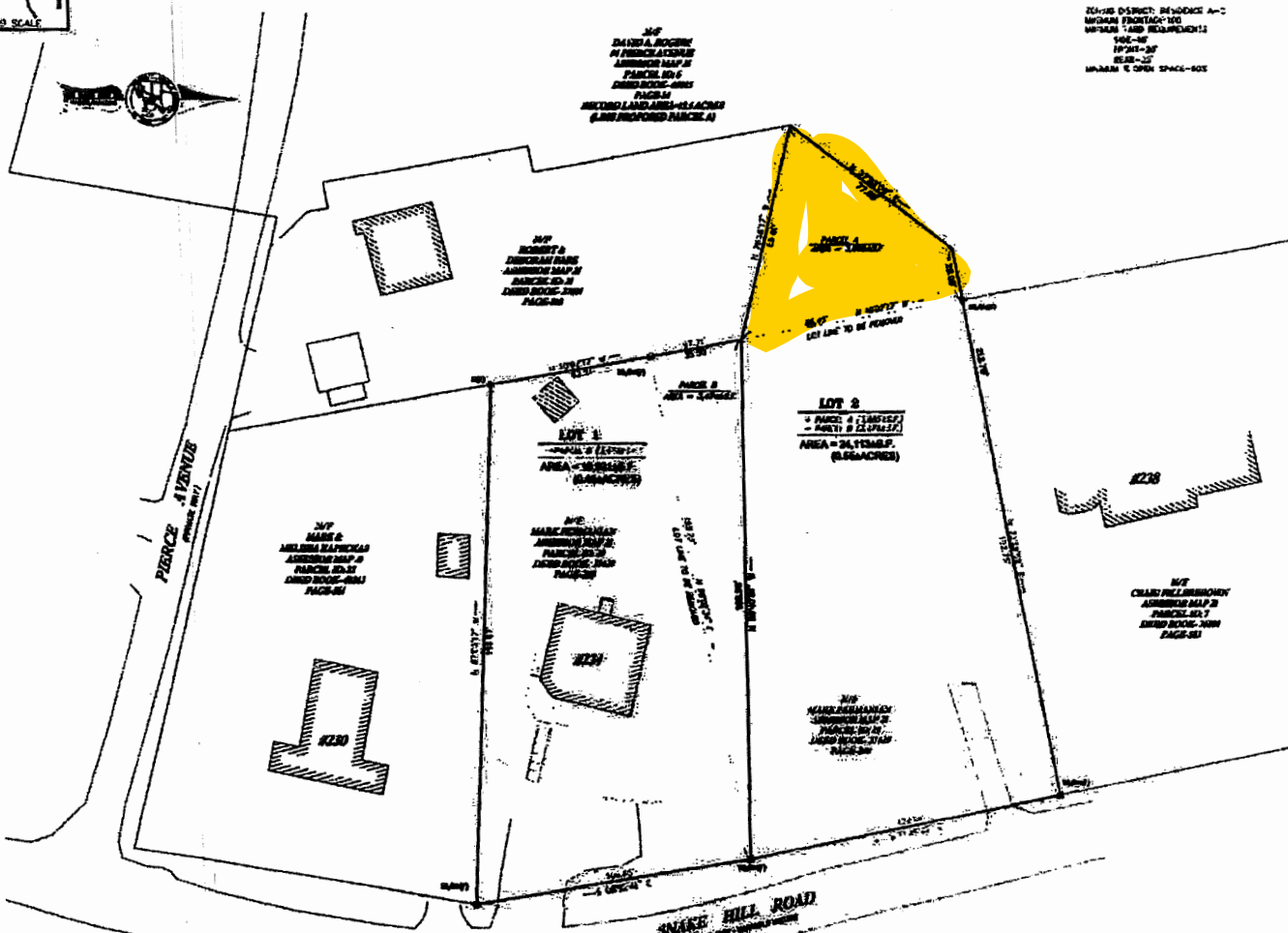
LEGEND

SYMBOL	DESCRIPTION
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1/4" = 100'	GRID BOUNDARY
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NOTES:
 1) THIS PLAN IS BASED ON AN INSTRUMENT CONVEYED PERFORMED BY THE OFFICE OF THE REGISTER OF DEEDS.
 2) PARCELS A & B ARE NOT TO BE CONSIDERED A BUILDING, LOT AND ARE TO BE CONSIDERED AND CONSIDERED WITH ADJACENT PROPERTY TO FORM THE CONTIGUOUS PART OF LAND.
 3) THIS LAND MAY BE SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, EJECTMENTS, COVENANTS, OR OTHER ENCUMBRANCES WHICH MAY BE DISCLOSED BY A TITLE EXAMINATION.

Middlesex Registry of Deeds
 100 State Street
 Cambridge, MA 02142
 Plan No. 2021-0021
 Filed 07/21/21
 at 11:16 AM

 FOR REGISTRY USE ONLY



PLANNING BOARD ENDORSEMENT IS NOT A REQUIREMENT AS TO CONFORMANCE WITH THE ZONING BYLAW.
 APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED.
 AYES PLANNING BOARD

 DATE: 7/21/21

THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

 DAVID A. ROGERS, JAMES P. O'NEILL
 DATE: 7/21/21

GPR Engineering Solutions for Land & Structures
 GOLDMIDT, PRIEST & BARNHILL, INC.
 30 MAIN STREET, SUITE 201, AYER, MA 01432
 CHAIRMAN - LAND SURVEYING & LAND PLANNING
 VIDEO RELEASED FOR INFORMATION
 www.gpr-ma.com

PLAN OF LAND IN AYER, MASS.
 PREPARED FOR:
 DAVID A. ROGERS 234 SNAKE HILL RD
 AYER, MA. AYER, MA.
 DATE: 7/21/21 JOB 211015 1 OF 1

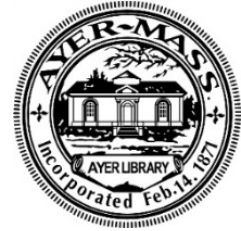


512 of 2021



AH

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



Broadcast and Recorded by APAC

Tuesday December 7, 2021
Open Session Meeting Minutes

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

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

Call to Order: S. Copeland called the meeting to order at 6:00 PM. Due to the ongoing COVID-19 Pandemic, in accordance with Chapter 20 of the Acts of 2021, suspending certain provisions of the Open Meeting Law (OML), 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 live on Zoom and Channel 8. S. Copeland stated that 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: R. Pontbriand asked to add an item 6 under his report for consideration of a Reserve Fund Transfer for the Police Chief's cruiser due to recent mechanical issues.

Motion: A motion was made by S. Houde and seconded by J. Livingston to approve the meeting agenda, as amended.

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

Public Input: None

Alicia Hersey, Program Manager, Community Development Office - Over of Ayer Rental Assistance Program: A. Hersey stated that the Ayer Affordable Housing Trust (AAHT), with input from the Ayer Affordable Housing Committee (AAHC) developed an Ayer Rental Assistance Program. The first phase of this program will assist five of Ayer's most vulnerable families with rental assistance of \$500 per month for one year. The funding for this first year comes from CPC funds. At a recent meeting of the joint meeting of the AAHT and AAHC, the Affordable Housing Trust voted to approve the Ayer Rental Assistance guidelines, which have since been sent to Counsel for their review.

Board members agreed that this was a great program. S. Houde asked if the AAHT would be seeking additional funding in the future. A. Hersey said they will want to expand the program in the future. S. Copeland noted that there is an affordable housing crisis throughout Massachusetts and that this program is one tool the Town can use to assist those in need rental assistance.

Public Hearing – FY'22 Tax Classification Hearing: J. Livingston opened the public hearing by reading the public hearing notice as advertised on the Town's posting board and in the *Nashoba Valley Voice* on November 19, 2021 and November 26, 2021. Administrative Assessor Tom Hogan joined the SB for the classification hearing. T. Hogan presented four items as it relates to the FY' 22 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. He is recommending that the Town not adopt items 1-3. He noted that the total taxable value of the Town is up a little over 8% from last year. The tax rate dropped about 5% due to the healthy real estate market. He also stated that the Town's tax levy capacity of \$3 million dollars is the 46th highest in the state. He presented a table of FY '22 estimated tax rates with a recommended a CIP Shift Factor of 1.54 – 1.57.

Fred Meshna, 21 Prospect Street asked what shift factor that T. Hogan recommended. T. Hogan stated that he

presented a range, but 1.54 would be consistent with what was selected the past several years. F. Meshna stated that CIP should not pay less on taxes because industry affects quality of life. He believes that the shift factor of 1.56 or 1.57 is more equitable.

Pauline Conley, 40 Cambridge Street stated that the residential exemption applies to investor-owned property and would like T. Hogan's take on how excluding investor-owned property such as Devenscrest may have any impact on setting an exemption. She asked if there was any change in that property by not adopting a residential exemption. She wants people to understand that if the Select Board did vote in favor of this exemption, it would have no impact on Devenscrest.

P. Conley asked about the excess levy capacity of \$3,000,000 and how it affects Free Cash. T. Hogan deferred to the Finance Director but stated that he doesn't believe it is related. T. Hogan said that if we don't raise the funds, then we don't spend it, therefore it would not end up in Free Cash. S. Houde stated that, for clarification, Free Cash is calculated by the difference in what is estimated to be spent minus what is actually spent. P. Conley asked if we could reduce the excess levy capacity to reduce the tax rate. T. Hogan stated that if it is not raised, and there is a reduction, it would net zero. He stated that excess levy capacity is money we could realize, if we needed to without needing an override. P. Conley then asked where the \$3 million would sit until the Town decides if they need it or don't need it. T. Hogan said at the Dept. of Revenue on the books as future potential taxing capacity. F. Meshna stated that P. Conley doesn't understand that the Town can only raise the taxes 2.5% without going to a Town meeting and that the money isn't really there because we don't need to raise it because the Town leaders are doing such an excellent job. P. Conley stated that she understands what Fred is saying and that we are not raising the money because we don't have to and the point is that we don't have to raise our taxes as much as that because we have so much money available now. S. Houde stated that as valuations go up, the Town still looks at their budget from a prior year's number and the Town's goal is to build a budget that doesn't exceed 4%.

Lisa Gabree, Finance Manager/Town Accountant stated that the unused levy capacity did not just happen this year but has been building overtime. She stated that because of conservative budgeting, we don't need to raise the total amount. T. Hogan stated that in FY '12 the Town's Free Cash was \$2,135.

P. Conley stated that she supports a 1.57 CIP shift factor.

S. Houde stated he is leaning towards a more equitable distribution, perhaps CIP of 1.56. J. Livingston stated that if you look over the years the SB has always tried to balance, and she understands that the 1.57 looks more equitable. She doesn't have a problem with 1.57. S. Copeland is inclined to the 1.57 CIP factor.

Motion: A motion was made by S. Houde and seconded by J. Livingston to not adopt the open space discount for FY '22. **By Roll Call Vote:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed 3-0.**

Motion: A motion was made by S. Houde and seconded by J. Livingston to not adopt the residential exemption for FY '22. **By Roll Call Vote:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed 3-0.**

Motion: A motion was made by S. Houde and seconded by J. Livingston to not adopt the small commercial exemption for FY '22. **By Roll Call Vote:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed 3-0.**

Motion: A motion was made by J. Livingston and seconded by S. Houde to adopt a residential factor of .744810 and 1.57 CIP shift factor. **By Roll Call Vote:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed 3-0.**

Motion: A motion was made by S. Houde and seconded by J. Livingston to close the Public Hearing at 7:04 PM. **By Roll Call Vote:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed 3-0.**

Dan Van Schalkwyk, Director, DPW - Vote to Authorize Usage of ARPA Funds for Westford Road Sewer Project: The SB was joined by D. Van Schalkwyk who is requesting authorization of up to \$700,000 in American Rescue Plan Act (ARPA) funding for the Westford Road Sewer project. D. Van Schalkwyk stated that the sewer pipe on Westford Road collapsed in March of 2021. The original pipe was installed in 1978 and services Mulberry Circle, Loon Hill, Nemco

Way, New England Way and the Groton interconnection. The flow for the sewer pipe is between 150,000 to 220,000 gallons per day. The estimated project cost is \$1.3 million. There is \$600,000 available in FY '22 Infiltration/Inflow Capital. The Executive Bi-Board met on October 12, 2021 and passed a motion to recommend the Select Board utilize (ARPA) funds for the Westford Road Sewer Replacement Project. The Town was awarded \$2.4 million dollars in ARPA funding which can be used for wastewater infrastructure projects. By using this funding, the repair project will not have an effect on sewer rate payers.

Motion: A motion was made by S. Houde and seconded by J. Livingston to authorize the use of up to \$700,000 in ARPA funding for the Westford Road Sewer Project. **By Roll Call Vote:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye.

Motion passed 3-0.

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 Holiday Stroll was very successful and thanked those all involved. He noted that the ice sculptures will be delivered to Town Hall on Saturday December 18, 2021, around 5:00 PM. R. Pontbriand welcomed Christina Zoller who is the new Assistant Town Clerk. He stated that contract negotiations are underway, as well as the Capital Planning Committee process.

FY '23 Budget Update - R. Pontbriand stated that the FY '23 budgets are due by December 30, 2021. He encouraged the public to look at the Town's budget webpage, which is www.ayer.ma.us/budget. He stated that the first budget forum will be held on January 26, 2022. He noted that the Capital Planning Committee will be meeting with the last two departments, police and fire, tomorrow. He and the Finance Manager are prioritizing minimizing debt in the coming year. He stated that there are staffing needs within the Town Hall and would like to give a very preliminary view of identified staffing needs. Over the past ten years, the Town of Ayer has had an increase in population to over 8,000 residents. Additionally, the rate of growth and building/development has been unprecedented. He is recommending several positions be added to the FY '23 budget. Town Administration has found the need to fund a social worker position, administrative support/benefit specialist in the Town Manager's Office; administrative support for the Conservation and Planning Offices and Administrative Support for the Building Department and ZBA. He would also like to increase funding dedicated to Zoning Enforcement for the Assistant Building Inspector. The Benefits and Payroll Director will be retiring in March of 2022. R. Pontbriand is proposing that benefit administration be moved into Select Board's Office, while payroll functions be moved to the Treasurer's office. This complete staffing proposal for FY 2023 would be a total of three (3) new-full time positions for the Town as follows: Benefits & Payroll Manager (Existing Position) will retire; Administrative Coordinator (Existing Position) will be integrated into new proposal. Town Social Worker (New Position); Administrative Support/Benefits Specialist (New Position); Administrative Support for Conservation and Planning (New Position); 19 hours of dedicated Zoning Enforcement added to existing Assistant Building Inspector.

S. Houde asked about the retirement of the Benefits and Payroll Director. He asked if Payroll was now going to the Treasurer's Office and the benefits administration was going to the Select Board's Office. R. Pontbriand confirmed.

J. Livingston stated that she thinks it is great that we are discussing this issue. She noted that the Administrative Coordinator position was created about 6-7 years ago and that the Town has grown. She is asking the Administration to prioritize the most important positions.

R. Pontbriand stated that J. Livingston had great points and that the budget is a process. R. Pontbriand said he is estimating about a \$240,000 proposal and understands that there is additional refinement to be done. He stated that ultimately approval lies with Town Meeting.

Sarah Withee, 11 Groton Shirley Road, stated she has comments but will hold them.

Authorization for Burial in Town Section of Woodlawn Cemetery - R. Pontbriand stated that the Trustees of the Woodlawn Cemetery have received a request for an individual to be buried in the Town Section of the Woodlawn Cemetery. This section of Woodlawn Cemetery is reserved for certain hardship burials and per the Woodlawn Cemetery Trustees requires authorization from the Town.

Motion: A motion was made by J. Livingston and seconded by S. Houde to approve the burial request from Woodlawn Cemetery. **By Roll Call Vote:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed 3-0.**

2022 Annual License Renewals - C. Antonellis presented the following list of license renewals for 2022. She is recommending approval of all license renewals subject to successfully meeting all requirements as set forth by Ayer Bylaw XLII and relevant Massachusetts General Law(s). Pursuant to the Town of Ayer Bylaw XLII, this list is currently under review for outstanding bills, taxes, fees, assessments, liens, betterments and any other municipal charges by the Treasurer/Tax Collector and the Department of Public Works.

<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
JP Rivard Trailer Sales, Inc.	15 Westford Road	23-16	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
Devens 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
Digitzal Cloudz, LLC	38 Main Street	26-91	Amusement
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
Next Stop Pub & Grill	7 Depot Square	26-329	s12AA; CV
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
Osawa Bistro	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 2022 License Renewal list as presented. **By Roll Call Vote:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed 3-0.**

Discussion on January 2023 Meeting Schedule –R. Pontbriand stated he would like to discuss the January 2022 meeting schedule. In past years, because the first meeting of the Select Board would take place on January 4, 2022, close to the holidays, the Select Board has historically agreed to meet once in January 2022. The Select Board would meet the third Tuesday of January (January 18, 2022). Board members agreed and that if something time sensitive came up, a meeting could be scheduled in the interim.

Police Department Reserve Fund Transfer –R. Pontbriand was joined by Police Chief Gill. He stated that the Chief had requested a new car in last year’s capital process, but it was deferred by the Committee, due to the uncertainty around COVID-19. The car has been out of service several times due to electrical issues. The length of time between ordering a vehicle and getting the vehicle in service is about 8-12 months. R. Pontbriand stated that obviously, the Chief of Police needs a safe reliable vehicle. The approval of the RFT will allow the Town to begin the lengthy process much sooner. Chief Gill stated that he is not making the request lightly and he had every intention of going through the Capital process. The car has recently been towed out of the lot and will very likely not pass inspection. S. Houde asked a follow-up question on the amount remaining in the reserve fund due to \$122,000 of CARES act funding being under appeal. If the Town was not successful in that appeal and granted this request, the reserve fund would have about \$98,000 for the remainder of the year.

Motion: A motion was made by S. Houde and seconded by J. Livingston to approve the RFT in the amount of \$76,701 for account 01210-58590. **By Roll Call Vote:** J. Livingston, aye; S. Houde, aye; S. Copeland, aye. **Motion passed 3-0.**

New Business/Selectmen’s Questions: None

Approval of Meeting Minutes:

Motion: A motion was made by J. Livingston and seconded by S. Houde to approve the meeting minutes from November 16, 2021. **By Roll Call Vote:** J. Livingston, aye; S. Houde, aye; S. Copeland, aye. **Motion passed 3-0.**

Adjournment: A motion was made by J. Livingston and seconded by S. Houde to adjourn at 8:06 PM. **By Roll Call:** J. Livingston, aye; S. Houde, aye; S. Copeland, aye. **Motion passed 3-0.**

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

Date Minutes Approved by SB: _____

Signature Indicating Approval: _____