



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



Tuesday July 18, 2023
Open Session Meeting Agenda

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

- 6:00 PM** **Call to Order**
Pledge of Allegiance; Review and Approve Agenda; Announcements
- Public Input**
- 6:05 PM*** **Public Hearing – Application for G.L. c.138 sec. 12 All Alcoholic Beverages
Restaurant License - Pleasant Cafe Inc. of Ayer, 7 Depot Square Ayer**
- 6:10 PM** **Municipal Aggregation Update – Colonial Power Group**
- 6:20 PM** **Request for Abatement – Water Bill**
1. 95 Washington Street
- 6:30 PM** **ARPA Funding Request from the Building Committee for the Proposed
Senior Center/Community Center**
- 6:40 PM** **Ayer+Devens 2033 Study & Report Committee Interviews/Appointments**
- 6:55 PM** **Dan Van Schalkwyk, Director, Department of Public Works**
1. Ratification of Agreement for W. Main St. Emergency 24" Sewer Trunk Repair
2. Award of Sandy Pond Road Sanitary Sewer Rehabilitation Project
3. Change Order 2 – Ayer W. Main St. Public Infrastructure Project (MassWorks)
4. Water Supply Update
5. Central Ave./Groton Harvard Road 4-Way Stop
6. Transfer Station Wednesday Hours Update
- 7:15 PM** **Town Manager's Report**
1. Administrative Update/Review of Town Warrant(s)
2. Appointments
3. Update on Opioid Settlement Allocation
- 7:25 PM** **New Business/Select Board Member Questions**
1. Devens Jurisdictional Framework Comm. Update – SB Member Livingston
- 7:30 PM** **Approval of Meeting Minutes**
June 20, 2023

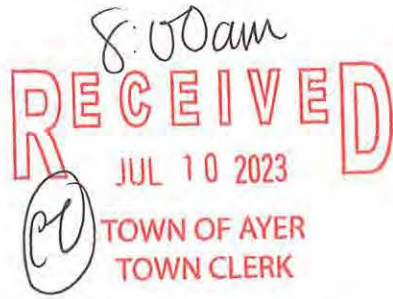
The next regularly scheduled meeting on the Select Board is Tuesday August 15, 2023 at 6:00 PM, both in-person and via remote participation.

7:35 PM

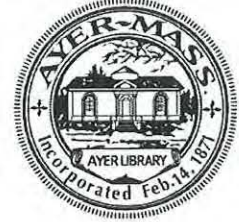
Adjournment

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

The next regularly scheduled meeting on the Select Board is Tuesday August 15, 2023 at 6:00 PM, both in-person and via remote participation.



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



The Ayer Select Board will conduct an in-person and remote Public Hearing on Tuesday July 18, 2023 at 6:05 PM at the Ayer Town Hall, 1 Main Street, Ayer, MA 01432 regarding an application for a new G.L. c. 138, sec. 12 All Alcoholic Beverages Restaurant License from Pleasant Cafe Inc. of Ayer, 7 Depot Square Ayer, MA. For Zoom/Call-In information please contact atm@ayer.ma.us or 978-772-8220 x100.

Name of Applicant: Pleasant Café Inc. of Ayer
7 Depot Square, Ayer, MA 01432

Date of Public Hearing: Tuesday July 18, 2023

Time of Public Hearing: 6:05 PM

Location of Public Hearing: Remote Participation Meeting held on Zoom
Zoom ID # 897 8090 0793

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



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

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

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

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

ENTITY/ LICENSEE NAME

ADDRESS

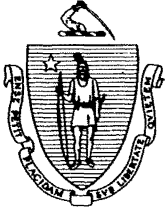
CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

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

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

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



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

APPLICATION FOR A NEW LICENSE

Municipality

Ayer

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

On-Premises-12

§12 Restaurant

All Alcoholic Beverages

Annual

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

Applicant seeks an all alcoholic beverages license for its full-service restaurant and bar to be located at 7 Depot Square, Ayer, MA. A similar establishment was maintained on the premises prior to applicant's lease of the premises.

Is this license application pursuant to special legislation?

Yes No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

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

Entity Name Pleasant Cafe Inc. of Ayer

DBA

Manager of Record

Frank Dzerkacz

Street Address 7 Depot Square, Ayer, MA 01432

Phone

Alternative Phone

Website

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

One floor with outdoor seating patio area

Total Square Footage: 1,820

Number of Entrances: 4

Seating Capacity: 78

Number of Floors: 1

Number of Exits: 4

Occupancy Number: 116

4. APPLICATION CONTACT

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

Name: Roy W. Pastor

Phone:

Title: Attorney

Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure Corporation Date of Incorporation Jun 15, 2023 State of Incorporation Massachusetts Is the Corporation publicly traded? No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal Frank Dzerkacz Title and or Position President Percentage of Ownership 100 Director/ LLC Manager Yes

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director/ LLC Manager US Citizen MA Resident

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director/ LLC Manager US Citizen MA Resident

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director/ LLC Manager US Citizen MA Resident

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director/ LLC Manager US Citizen MA Resident

Additional pages attached? No

CRIMINAL HISTORY Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Frank Dzerkacz	All Beverage	Pleasant Cafe Inc of Maynard	Maynard

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Worthen Dale Realty

Landlord

Landlord Entity

Landlord Address 3 Depot Square, Ayer, MA 01432

Lease Beginning Date July 1, 2023

Rent per Month \$4,500.00

Lease Ending Date June 30, 2033

Rent per Year \$54,000.00

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

Yes No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	N/A
B. Purchase Price for Business Assets	N/A
C. Other * (Please specify below)	
D. Total Cost	

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

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

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

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

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name

Date of

Residential Address

Email

Please indicate how many

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

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

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

Have you ever been convicted of a state, federal, or military crime? Yes No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
2010	Present	Manager	Pleasant Cafe	Francis J. Dzerkacz

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature

Date

APPLICANT'S STATEMENT

I, Frank Dzerkacz the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of Pleasant Cafe Inc of Ayer
Name of the Entity/Corporation

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

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

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

Signature: Frank Dzerkacz

Date: 6.29.23

Title: President

ENTITY VOTE

The Board of Directors or LLC Managers of Entity Name

duly voted to apply to the Licensing Authority of and the City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize Name of Person

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

"VOTED: To appoint Name of Liquor License Manager

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

A true copy attest,

Frank Dzerkacz
Corporate Officer /LLC Manager Signature

For Corporations ONLY
A true copy attest,

Frank Dzerkacz
Corporation Clerk's Signature

Frank Dzerkacz
(Print Name)

Frank Dzerkacz
(Print Name)



**Town of Ayer
Select Board
Department Head Review Summary**

Application for All Alcoholic Beverages – Pleasant Café, Inc. of Ayer – 7 Depot Square

Department	Comments
Board of Health	Need to apply for food service permit
Department of Public Works	No Comment
Police Department	1. Diagram appears to show seating in rear of building outside of fenced in area (may not be accurate). 2. Lease makes reference to a food truck, do they have plans on setting up a food truck on property? 3. In speaking with my counterpart in Maynard, there have been no issues with the establishment.
Fire Department	The Fire Dept. will conduct an “inspection of Assembly Use Group Occupancies” before the license is issued. A copy of the form is attached.
Building Commissioner/Zoning Enforcement Officer	No Issues – Taxes are owed
Conservation Commission	No Comment
Treasurer/Tax Collector	The Next Stop has past due personal property taxes and the real estate taxes for 7 Depot also has past due amounts. I am including Lynda on this email in case the personal property bills can be abated. Attached is a scan highlighting the amounts past due and the amounts coming due August first.
Town Clerk	Town Clerk’s office has no issue with this application.
Assessor’s Office	No Comment
Economic & Community Development	Recommend Approval
Town Planner	Vacant

Inspection of Assembly Use Group Occupancies

Facility Name: _____

Facility Address: _____

Telephone Number: _____ Date _____

INSPECTION ITEM	YES	NO	N/A
Certificate of Inspection <i>and</i> Occupancy Load Properly Posted Capacity _____ Expiration Date _____ (527CMR 1.00:20.1.5.10.3)			
Sprinkler system inspection/test date: _____ (527 CMR 1.00:10.4.4)			
Fire Alarm system inspection/test date : _____ (527 CMR 1.00:10.4.4)			
Documentation showing flame retardant compliance of decorations (527 CMR 1.00:20.1.2 and 20.1.5.4)			
Certification of decorations renewed for non-permanent flame retardants after cleaning of laundering of material (527 CMR 1.00:20.1.2.1, 12.6.3.6.3(5), 12.6.5)			
Documentation present for regulated seating (527 CMR 1.00: 20.1-20.5, 12.6.3)			
Employees trained for emergency procedures (527 CMR 1.00:20.1.5.8.1)			
Egress plan approved by Fire Department (527 CMR 1.00:10.9.1)			
ALL means of egress unobstructed and suited for use (527 CMR 1.00:20.1.5.1)			
Admittance to facility denied pending corrective action for means of egress (527 CMR 1.00:10.5.2.1)			
ALL exit doors operable (527 CMR 1.00:20.1.5.1.3)			
In rooms with chairs and tables aisles to egress door minimum 44" clear width (527 CMR 1.00:14.8.2)			
All interior and exterior stairways unobstructed (527 CMR 1.00:14.4.4)			
All exit sign lighting operable (527 CMR 1.00:14.14.1.2.1)			
All emergency lighting of means of egress operable (527 CMR 1.00:14.12.1.1)			
Fire extinguishers properly maintained. Test Date _____ (527 CMR 1.00:13.6.9.3.1.1.1)			
Hood Certificate of Cleaning. Date _____ (527 CMR 1.00:50.5.6.2)			
Exterior stairways and fire escapes free and clear (527 CMR 1.00:14.4.4)			
Crowd manager training for occupancy greater than 100 (527 CMR 1.00:20.1.5.6)			

Building /Facility Representative(s): _____

Fire Department Representative(s): _____

Please use reverse side for comments or concerns.

Please note that in accordance with 527 CMR 1.00:1.7.6.1.2, the fire official shall immediately notify the appropriate code official of any violation in building, electrical, health, or other codes observed by the fire official.

(Updated 10-1-15)

TOWN OF AYER



Personal Property Tax Statement

Property 20230012
 Location: 7 DEPOT SQ

Owner:
 NEXT STOP PUB & GRILL
 7 DEPOT SQ
 AYER MA 01432

Status:

Taxable Valuation: 30,000
 Interest Per Diem: 0.34

Interest Date: 07/31/2023

Year	Type	Bill
2024	PP-R	178

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	PP TAX	232.13	232.13	0.00	232.13
		232.13	232.13	0.00	232.13
2	PP TAX	232.12	232.12	0.00	232.12
		232.12	232.12	0.00	232.12
Year Totals		464.25	464.25	0.00	464.25

due 8/1/23

Year	Type	Bill
2023	PP-R	264

Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	PP TAX PP DEMAND	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
2	PP TAX PP DEMAND	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
3	PP TAX PP DEMAND	452.93	452.93	31.27	484.20
		0.00	0.00	0.00	0.00
		452.93	452.93	31.27	484.20
4	PP TAX PP DEMAND	452.92	452.92	15.81	468.73
		15.00	15.00	0.00	15.00
		467.92	467.92	15.81	483.73
Year Totals		920.85	920.85	47.08	967.93
Grand Totals		1,385.10	1,385.10	47.08	1,432.18

past due

** End of Report - Generated by Barbara Tierney **

TOWN OF AYER



Real Estate Tax Statement

Parcel: 0026000329
 Location: 7 DEPOT SQUARE

Owner:
 WORTHEN DALE REALTY CORP
 3 DEPOT SQUARE
 AYER MA 01432

Status:
 Square 0
 Land Valuation: 182,800
 Building Valuation: 267,600
 Exemptions: 0
 Taxable Valuation: 450,400
 Interest Per Diem: 2.30

Legal Description:

Deed Date: 11/12/2020 Book/Page: 1565/57 Interest Date: 07/31/2023

Year	Type	Bill			
2024	RE-R	3203			
Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	COMMERCIAL	3,168.14	3,168.14	0.00	3,168.14
	CPA SURCHA	95.05	95.05	0.00	95.05
		3,263.19	3,263.19	0.00	3,263.19
2	COMMERCIAL	3,168.14	3,168.14	0.00	3,168.14
	CPA SURCHA	95.04	95.04	0.00	95.04
		3,263.18	3,263.18	0.00	3,263.18
Year Totals		6,526.37	6,526.37	0.00	6,526.37

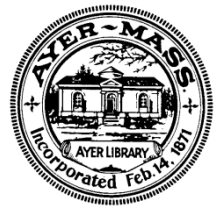
Due 8/1

Year	Type	Bill			
2023	RE-R	3193			
Inst	Charge	Billed	Principal Due	Interest Due	Total Due
1	COMMERCIAL	3,263.94	0.00	0.00	0.00
	CPA SURCHA	97.92	0.00	0.00	0.00
	RE DEMAND	15.00	15.00	0.00	15.00
		3,376.86	15.00	0.00	15.00
2	COMMERCIAL	3,263.93	0.00	0.00	0.00
	CPA SURCHA	97.92	1.28	0.11	1.39
	RE DEMAND	0.00	0.00	0.00	0.00
		3,361.85	1.28	0.11	1.39
3	COMMERCIAL	2,917.81	2,917.81	201.45	3,119.26
	CPA SURCHA	87.53	87.53	6.04	93.57
	RE DEMAND	0.00	0.00	0.00	0.00
		3,005.34	3,005.34	207.49	3,212.83
4	COMMERCIAL	2,917.80	2,917.80	101.84	3,019.64
	CPA SURCHA	87.53	87.53	3.06	90.59
	RE DEMAND	0.00	0.00	0.00	0.00
		3,005.33	3,005.33	104.90	3,110.23
Year Totals		12,749.38	6,026.95	312.50	6,339.45
Grand Totals		19,275.75	12,553.32	312.50	12,865.82

Past due

** End of Report - Generated by Barbara Tierney **

**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

Ayer Officials To Release the Town's Community Choice Power Supply Program Aggregation Plan

The Town of Ayer has developed an Aggregation Plan in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the Town's Plan. The Plan has been developed in consultation with the Town's municipal aggregation consultant, Colonial Power Group, Inc. (CPG) and the Massachusetts Department of Energy Resources (DOER).

The purpose of this Plan is to represent consumer interests in competitive markets for electricity. It seeks to aggregate consumers in the Town to negotiate rates for power supply. It brings together the buying power of more than 8,400 consumers. Furthermore, the Town seeks to take greater control of its energy options, including enhancing the ability to pursue price stability, savings opportunities and the amount of renewable energy procured. However, savings cannot be guaranteed. Participation is voluntary for each consumer. Consumers have the opportunity to decline service provided through the Plan and to choose any Competitive Supplier they wish. The Town has distributed this Plan for public review prior to submitting it to the Massachusetts Department of Public Utilities (DPU).

Basic Service rates change twice a year or more, depending on rate class. As a result, the aggregation rate may not always be lower than the Basic Service rate. The goal of the aggregation is to deliver savings over the life of the Program against National Grid Basic Service. However, such savings and future savings cannot be guaranteed.

Public Review and Comment Period

The Town of Ayer's Aggregation Plan is available for public review and comment from Wednesday, July 19, 2023, at 9 a.m. through Friday, August 20, 2023, at 5:00 p.m. The document will be on the Town's website at ayer.ma.us/energy and available Select Board's Office or in the Town Clerk's Office.

Any person who desires to comment may do so in person at the Select Board's office or submit written comments using one of the following methods: (1) by e-mail to cantonellis@ayer.ma.us; or (2) by postal mail to the address below.

Comments must be clearly marked Town of Ayer's Aggregation Plan and must be received (not postmarked) by the end of the comment period in order to be addressed.

Carly Antonellis
Assistant Town Manager
Town of Ayer
1 Main Street
Ayer, MA 01432

Any questions pertaining to this should be directed to Carly Antonellis, Assistant Town Manager at (978) 722-8220 ext. 100.

###

From: [Matthew Murphy](#)
To: [Carly Antonellis](#)
Subject: Re: SB Meeting
Date: Thursday, July 13, 2023 9:32:58 PM

Good Evening Carly,

Sorry for the delay in getting these to you here are the calculations I have for the abatement.

The usage during 2021 for the periods of May-Feb 2022 were as follows:

May- August 2021- 1100cf

August - November 2021- 1100cf

November 21 - February 2022- 1400cf

The usage during the period requested for abatement was:

May - August 2022- 2200cf +1100cf from 2021

August - November 2022- 2400cf +1300cf from 2021

November 2022 - February 2023- 2300cf +900cf from 2021/2022

These overcharges result in the following additional charges:

May - August 2022- Water \$33.11 Sewer \$96.58 Total \$129.69

August - November 2022- Water \$39.13 Sewer \$114.14 Total \$153.27

November 2022 - February 2023- Water \$27.09 Sewer \$79.02 Total \$106.11

Total Abatement Amount \$389.07

I would ask that this amount plus the late fees (\$12.63) added into my bill for 2/01/2023 - 5/01/2023 by credited toward my current balance of \$760.52

Leaving me a current balance of \$358.82

Thank you,

Matthew Murphy



On Thu, Jul 13, 2023 at 12:38 PM Carly Antonellis <cantonellis@ayer.ma.us> wrote:

Hi Matt -

Dear Members of the Ayer Select Board,

Please accept this letter as a formal request from the Senior Center/Community Center Building Committee (the SC/CCBC) for the use of ARPA funds to create early site development and concept plans, as well as cost estimates, for a new Senior/Community Center located at Pirone Park. As you are aware, the Select Board has endorsed the creation and further study by the SC/CCBC to determine the feasibility of siting the project at Pirone Park and tasked the SC/CCBC with all the responsibilities of developing designs, construction estimates and final supervision of the construction of the project. However, at this early stage of project development the SC/CCBC has not yet been provided any funding from the Town, or from any state agency. In order for the SC/CCBC to continue the work needed at this early stage, and to be in a position to provide a future Town Meeting with documents and cost estimates for a Town Meeting approval to continue with the final design and construction of a Senior Center/Community Center, the SC/CCBC needs to engage the services of a professional architect and civil engineer. The office of the Town Manager, the DPW Superintendent and of course the Director of the Council on Aging are represented on the SC/CCBC and have been assisting the SC/CCBC by attending the meetings and helped in creating the scope of work needed to engage the services of an architect and civil engineer. The architect and civil engineer will look carefully at the Pirone Park site and working with the SC/CCBC will create documents showing the building concept layout and concept design on the Pirone Park site, as well as preliminary budget estimates for the project. The SC/CCBC believes this is the necessary next step to provide the Selectboard and the Town enough information to continue the development of the Senior Center/Community Center. The architect and civil engineer will be from qualified firms with a history of designing senior centers.

In the past week Carly Antonellis, Katie Petrossi and some members of the SC/CCBC have met with a qualified architect and are reviewing a proposal to provide the services needed mentioned above. Carly has reported to the SC/CCBC that the services needed could be provided within an initial budget of \$150,000. This initial allocation of \$150,000 from ARPA funds will allow the SC/CCBC to engage the firm and begin work on potential concept layouts and concept designs. At the public meeting of the SC/CCBC on July 12th the SC/CCBC voted unanimously to request the Select Board authorize the use of \$150,000 from ARPA funds for the purpose of funding the services of an architect and civil engineer to develop concept building plans with elevations, concept site layout plans showing a new Senior Center/Community Center at Pirone Park and construction budgets. All these development documents to be used to assist the SC/CCBC in a future presentation to a Town Meeting for further funding.

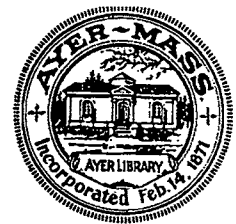
Thank you in advance for your consideration of this request and your support of the Senior Center/Community Center project.

Sincerely,

Ayer Senior Center/Community Center Building Committee

Footnote: FYI the public meeting of the SC/CCBC held at Town Hall on July 12th was attended by more than twenty interested Town citizens, some of whom spoke at Public input. The community is very engaged in the project and eager for information.

**Office of the Board of Selectmen
Office of the Town Manager**



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

MEMORANDUM

DATE: November 8, 2018

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Manager

SUBJECT: Proposal for the Establishment of an Ayer - Devens Jurisdiction/Disposition Study Committee

Dear Honorable Selectmen,

At the request of the Board of Selectmen at the October 16, 2018 BOS Meeting, I have prepared the following proposal for the establishment of an Ayer – Devens Jurisdiction/Disposition Study Committee which has been modelled after a similar committee recently established by the Town of Harvard.

Committee Purpose:

- The Ayer-Devens Jurisdiction/Disposition Study Committee would be charged with planning for and initiating discussions with the appropriate parties with the goal of presenting a plan to the Town of Ayer Voters to resume jurisdiction over the land presently part of Devens formerly under the jurisdiction of the Town of Ayer.

Committee Charge:

- The Ayer-Devens Jurisdiction/Disposition Study Committee is charged with instituting a process for developing a plan to resume jurisdiction, including but not limited to, the following tasks:
 - Manage the process and timeline to collect and report additional information as requested by the Board of Selectmen;
 - Provide status reports to the Board of Selectmen on at least a quarterly basis;
 - Meet with Ayer Town Departments and Committees to review and seek input on Devens topics as set forth in the 2018 Ayer Master Plan;
 - Meet with MassDevelopment and Devens Departments (particularly DPW, Fire and DEC) to review and seek input on Devens topics as set forth in the 2018 Master Plan;

- Hold periodic public meetings to inform and seek input from the general public, including Devens residents. It is recommended that an initial kick-off meeting be held to provide an overview of the findings in the 2018 Master Plan and proposed next steps;
- Upon the request by the Board of Selectmen prepare a draft “Request for Qualifications” for a planning consultant to assist in the development of a plan;
- Seek funds to underwrite the cost of consultant services;
- Following the issuance of the RFQ, review proposals and recommend a consultant firm to the Board of Selectmen; and
- Keep State Legislators and MassDevelopment informed as work progresses.

Committee Composition:

- The Committee will be appointed by the Board Selectmen and shall be comprised of nine (9) Ayer and Devens residents and shall be professionally supported by the Town Planner; Economic & Community Development Director; and the Town Manager’s Office. Recommended appointees are:
 - One member of the Ayer Board of Selectmen
 - Two members of the Ayer Planning Board
 - **Members-at-Large: Five residents, at least one of whom lives on Devens**
 - The Ayer Director of Economic and Community Development

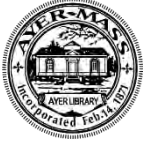
Frequency of Committee Meetings:

- It is recommended that the Committee meet initially on a monthly basis.
- The Committee shall be subject to the Massachusetts Open Meeting Law and Massachusetts Public Records Law.

Funding:

- It is recommended that the Committee be provided seed money in the amount of \$5,000 in the FY 2020 Budget to cover initial costs associated with preparing and disseminating documents such as the RFQ and other materials.

I look forward to further discussing this proposal with the BOS at your November 13, 2018 BOS meeting.



LETTER OF INTEREST TO SERVE

Application Form

“Ayer+Devens 2033 Study & Report Committee”

Name: [Jim Fay](#)



Interest

Please tell us why you are interested in serving on the “Ayer+Devens 2033 Study & Report Committee”?

[I have long sought to make Ayer a destination community.](#)

Experience

What relevant experience or qualifications can you bring to your civic service on the “Ayer+Devens 2033 Study & Report Committee”?

[See Biography attached.](#)

Term of Service

As a prospective appointee, would you be able to make a long-term municipal volunteer service commitment to the “Ayer+Devens 2033 Study & Report Committee” - that could be 2-3 years in length?

[Yes](#)

A Team Effort

The upcoming and important work of the “Ayer+Devens 2033 Study & Report Committee” will function and achieve its mission goals through a “Team Effort”. As a prospective appointee, do you believe that you are well-suited and prepared to work in a Team environment?

[Yes](#)

Current & Past Service

Have you ever served, or do you currently serve on a Town of Ayer Board or Commission?

Yes No

If yes, please list Boards or Commissions and dates of service:

See Biography attached

Capability to Participate

Do you have the capability to actively participate in scheduled “Ayer+Devens 2033 Study & Report Committee” at both “In-Person Committee Meetings” and “Remote ZOOM Meetings”?

yes

Once this Application Form is completed:

1. Your “Letter of Interest to Serve” & completed Application Form will be submitted to the Office of the Ayer Town Manager.
2. The Office of the Ayer Town Manager will review all submitted “Letters of Interest to Serve” and prepare recommendations for appointment to Ayer Select Board.
3. Recommendations for appointments will be presented at a scheduled Ayer Select Board Meeting.
4. At this meeting, the Ayer Select Board will review, discuss, and vote to appoint or not appoint the prospective candidate to the “Ayer+Devens 2033 Study & Report Committee”.

The Ayer Select Board seeks to appoint strong candidates that will best serve the Town of Ayer through the complex, consequential, and comprehensive “Study” and “Joint Report” production and submission process in determining the permanent governance of the historic Ayer land at Devens.

Please submit your “Letter of Interest to Serve”, your completed Application Form, and Resume (optional), via email, to Alan S. Manoian, Dir. Ayer Office of Community & Economic Development (AOCED), Ayer Town Hall, at amanoian@ayer.ma.us.

If we can provide additional, detail, info, clarification, etc. prior to your submittal, please contact the AOCED at 978.772.8220 X141 and/or amanoian@ayer.ma.us

Biography

Master Sergeant James M Fay United States Army, Retired.

**Jim Fay as we in Ayer have come to know him, has an exemplary military and civilian career
Serving our country and our community.**

**Entering the United States Army at the Boston Army Base in March 1970 his training began at
Fort Dix New Jersey and culminated with the Advanced Finance Non-Commissioned Officer
Course at Fort Benjamin Harrison Indiana.**

**Master Sergeant Fay has served as Finance Advisor, First Sergeant, Finance Operations Chief
and Deputy Finance Officer Fort Devens.**

His awards include

National Defense Service Medal

Army Achievement Medal Third Oak leaf cluster

Army Commendation Medal second oak leaf cluster

And the Meritorious Service Medal.

Military serviced spanned Over 20 years in Europe and around the world.

Jim Retired to Ayer in 1991 with his wife Ann Marie and their 3 sons James Michael,

**John Thomas, and Joseph Christopher. The boys went on to college and successful careers
after graduation from Ayer High school.**

**Upon retirement Jim and Ann focused on Ayer and the community serving as Sales Manager
for an Ayer construction company and later as Employment Coordinator for Shriver Job
Corps.**

**Jim continued public service to Ayer and the community through appointed, elected and
volunteer positions which included**

4th of July Committee, Memorial Garden Committee, Master Plan Committee,

Aquifer protection Committee, Fire Station Reuse Committee, Planning Board,

Personnel Board, The Joint Boards of Selectmen for Ayer, Harvard, Shirley, and Devens

With four terms on Ayer Board of Selectmen.

**Jim was also Chairman of 4th of July committee, Memorial Garden committee , and Third term
Ayer Planning Board.**

I present to you our Comrade in Post 139 American Legion, Jim Fay .



LETTER OF INTEREST TO SERVE

Application Form

“Ayer+Devens 2033 Study & Report Committee”

Name: Rebecca Jones

Interest

Please tell us why you are interested in serving on the “Ayer+Devens 2033 Study & Report Committee”?

I wish to serve on the Ayer+Devens 2033 Study & Committee because, as a former military dependent, I have a deep personal history and connection with both Devens, and Ayer spanning nearly 60 years, and I understand the unique factors and value of the Ayer-Devens relationship. I would like to help the committee find ways to balance, preserve and recognize the rich history of the area, with the current and future needs for residents and businesses, with consideration of the economic, cultural and infrastructure impacts to Ayer, as well as the other involved towns of Shirley and Harvard, and the current and future residents and businesses of Devens. Having lived in this area through many stages of life, I feel I have a good sense of what we need to support our growing community and diverse demographics, and can provide perspective and ideas that would serve the committee’s purpose well.

Experience

What relevant experience or qualifications can you bring to your civic service on the “Ayer+Devens 2033 Study & Report Committee”?

I am currently retired, professionally, but my background as a former IT professional includes basic accounting & finance, project and personnel management, customer service, crisis management, operations, and federal contracting. Additionally, I have done volunteer and occasional civic work for many years, in a variety of roles in schools, scouts and libraries, as well as here in Ayer as an election poll worker, at Stone Soup Kitchen’s food pantry, and I served as a committee member, and briefly as chair of the Ayer Recycling Committee. I have also been involved, as a resident or abutter, in meetings and processes with the Ayer Planning Board & Conservation Commission, as well as with their counterparts, NBoH and MA DEP while living in Littleton. Thus, I have experience managing budgets, auditing & understanding financial reports and contracts; building, training & managing diverse teams; problem solving; information-gathering, research & analysis; customer service; understanding, creating & following policies, procedures & regulations.

Term of Service

As a prospective appointee, would you be able to make a long-term municipal volunteer service commitment to the “Ayer+Devens 2033 Study & Report Committee” - that could be 2-3 years in length?

Yes! Though I resigned from the Ayer Recycling Committee, and stepped away from working at Ayer’s polls in early 2022, the health issues that caused that are now, thankfully, in a much better place, and I am able to serve on the committee indefinitely, without concern for availability or being unable to serve a full term.

A Team Effort

The upcoming and important work of the “Ayer+Devens 2033 Study & Report Committee” will function and achieve its mission goals through a “Team Effort”. As a prospective appointee, do you believe that you are well-suited and prepared to work in a Team environment?

Yes! Nearly everything I’ve done, both personally and professionally, has been as a team member or leader. I feel that the best results come from a well-managed team of engaged, enthusiastic and knowledgeable stakeholders who consider and collect input from their customers - in this case, the residents, administration and business owners of Ayer-Devens.

Current & Past Service

Have you ever served, or do you currently serve on a Town of Ayer Board or Commission?

Yes X No

If yes, please list Boards or Commissions and dates of service:

2017 - 2022 - Ayer Recycling Committee (Interim Chair, June 2021 - March 2022)

2016 (unsure) - 2022 - Election Poll Worker & Precinct Warden

Capability to Participate

Do you have the capability to actively participate in scheduled “Ayer+Devens 2033 Study & Report Committee” at both “In-Person Committee Meetings” and “Remote ZOOM Meetings”?

Yes

Once this Application Form is completed:

1. Your “Letter of Interest to Serve” & completed Application Form will be submitted to the Office of the Ayer Town Manager.
2. The Office of the Ayer Town Manager will review all submitted “Letters of Interest to Serve” and prepare recommendations for appointment to Ayer Select Board. 3. Recommendations for appointments will be presented at a scheduled Ayer Select Board Meeting.
4. At this meeting, the Ayer Select Board will review, discuss, and vote to appoint or not appoint the prospective candidate to the “Ayer+Devens 2033 Study & Report Committee”.

The Ayer Select Board seeks to appoint strong candidates that will best serve the Town of Ayer through the complex, consequential, and comprehensive “Study” and “Joint Report” production and submission process in determining the permanent governance of the historic Ayer land at Devens.

Please submit your “Letter of Interest to Serve”, your completed Application Form, and Resume (optional), via email, to Alan S. Manoian, Dir. Ayer Office of Community & Economic Development (AOCED), Ayer Town Hall, at amanoian@ayer.ma.us.

If we can provide additional, detail, info, clarification, etc. prior to your submittal, please contact the AOCED at 978.772.8220 X141 and/or amanoian@ayer.ma.us

LETTER OF INTEREST TO SERVE

Application Form

“Ayer+Devens 2033 Study & Report Committee”

Name: _____ Sandra M Kelly _____

Interest

Please tell us why you are interested in serving on the “Ayer+Devens 2033 Study & Report Committee”?

After reading the purpose of the committee, I would very much like to be a part of the progress of Ayer, and how the historical lands of Devens can fight into our future. Having lived in Pepperell many years ago, I have been to Devens when it was a very active military base, and appreciate the history the land and buildings have.

Experience

What relevant experience or qualifications can you bring to your civic service on the “Ayer+Devens 2033 Study & Report Committee”?

I have no specific experience, but I do understand how these studies have an impact on the community and the future of the town. The impact of whatever we do with the 1000 acres of the municipal land is something that I want to be a part of. I do have computer experience using Microsoft, accounting ability or other experiences that can be beneficial when working on a committee team.

Term of Service

As a prospective appointee, would you be able to make a long-term municipal volunteer service commitment to the “Ayer+Devens 2033 Study & Report Committee” - that could be 2-3 years in length?

_Yes, I plan on being a long-term resident here in Ayer, owning my home and having been here 7 years already.

A Team Effort

The upcoming and important work of the “Ayer+Devens 2033 Study & Report Committee” will function and achieve its mission goals through a “Team Effort”. As a prospective appointee, do you believe that you are well-suited and prepared to work in a Team environment?

My full time job is working in a team environment and has been most of my career, so I am very familiar with team dynamics.

Current & Past Service

Have you ever served, or do you currently serve on a Town of Ayer Board or Commission?

Yes ___ No X

If yes, please list Boards or Commissions and dates of service:

Capability to Participate

Do you have the capability to actively participate in scheduled “Ayer+Devens 2033 Study & Report Committee” at both “In-Person Committee Meetings” and “Remote ZOOM Meetings”?

Yes, I would be available to attend meetings both in person and via Zoom.

Once this Application Form is completed:

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2. The Office of the Ayer Town Manager will review all submitted “Letters of Interest to Serve” and prepare recommendations for appointment to Ayer Select Board.
3. Recommendations for appointments will be presented at a scheduled Ayer Select Board Meeting.
4. At this meeting, the Ayer Select Board will review, discuss, and vote to appoint or

not appoint the prospective candidate to the “Ayer+Devens 2033 Study & Report Committee”.

The Ayer Select Board seeks to appoint strong candidates that will best serve the Town of Ayer through the complex, consequential, and comprehensive “Study” and “Joint Report” production and submission process in determining the permanent governance of the historic Ayer land at Devens.

Please submit your “Letter of Interest to Serve”, your completed Application Form, and Resume (optional), via email, to Alan S. Manoian, Dir. Ayer Office of Community & Economic Development (AOCED), Ayer Town Hall, at amanoian@ayer.ma.us.

If we can provide additional, detail, info, clarification, etc. prior to your submittal, please contact the AOCED at 978.772.8220 X141 and/or amanoian@ayer.ma.us

From: [Rachel Kozera](#)
To: [Carly Antonellis](#)
Subject: LOI
Date: Monday, June 12, 2023 3:31:45 PM

Dear Carly,

This correspondence is in reference to my resume which I hand delivered to you this afternoon.

I moved to Ayer with my husband in the Spring of 2020 when the whole world was in a state of chaos. Getting to know this community has been a challenge, but the people who I have met thus far have been kind and helpful.

As the dynamics of our town and neighboring communities change, I feel that serving the town of Ayer would be a great honor. I would love to nurture my town and home so that future generations can grow up in this special place.

Please consider this my letter of interest for any role the town may be in need of, and thank you for your consideration.

Best regards,

Rachel A. M. Kozera

Rachel A. M. Kozera

EDUCATION:

Bachelor of Arts: History

Plymouth State University – Plymouth, NH

September 2006 – May 2010

Fine Arts: Renaissance Masters' Techniques (e.g. fresco painting), Italian Language, and Art History

International Studies Institute – Florence, Italy

January – June 2008

WORK EXPERIENCE:

THE HOME DEPOT | Leominster, MA | December 2021 – August 2022

Paint and Lumber Associate

- Provided exceptional customer service
- Utilized power tools, physical strength, and troubleshooting on a daily basis
- Worked with a variety of customer and coworker backgrounds, and was frequently interrupted

WINGATE WEALTH ADVISORS, LLC. | Lexington, MA | February 2019-June 2020

Client Service Associate | Orion Data Input Specialist | February 2019 – June 2020

- Produced, mailed, and emailed paperwork for clients
- Input, and monitored, client data into Salesforce, Orion, and Microsoft Excel
- Scanned, encrypted, and filed electronic documents using a cloud based archiving system
- Answered client emails and telephone calls as requested

PRIVATE FAMILY OFFICE | Boston, MA | September 2016 – January 2019

Trust Associate

- Utilized accounting software to record all financial trust activities, issue checks, ACH credit transfers, and produce reports for client accounts
- Collaborated with the accounting department to ensure that all clients' fiduciary and income tax returns were organized, signed, and sent to the appropriate client or taxing authority
- Used Excel spreadsheets to track clients' household expenses, partnership transactions, and charitable donations
- Answered and responded to all telephone calls, emails, mailings, and facsimiles from clients, custodians, and co-workers
- Kept stock of supplies and ordered items as necessary

HARRIET BEECHER STOWE CENTER | Harford, CT | Jul 2013 - Sep 2014

Historic Interpreter/ Weekend Family Activities Facilitator

- As a Historical Interpreter, I researched Harriet Beecher Stowe's life and discussed important literary milestones of her career, issues about human rights, and various other important topics with visitors as well as peers
- I facilitated with museum events, and regularly provided tours of the homestead as well as Harriet's historical plant life
- As the Weekend Family Activities Facilitator, I created and implemented mission related crafts and activities for school aged children which specifically highlighted her commitment to social justice and positive change.

MERIDEN YMCA | Meriden, CT | June 2006 – September 2013

Program Manager, Teacher, & Camp Counselor

- Maintained and monitored program requirements for federal and state licensing
- Created children's programs and implemented them as a supervisor
- Organized outings with various in-state businesses, and contributed to staff meetings
- Supervised field trips



LETTER OF INTEREST TO SERVE
Application Form
"Ayer+Devens 2033 Study & Report Committee"

Name: Barry E. Schwarzel

Address: [REDACTED]

Phone: [REDACTED]

Interest

Please tell us why you are interested in serving on the "Ayer+Devens 2033 Study & Report Committee"?

Having been born here in 1950 and with a family history of community service to the town of Ayer I would be honored with the opportunity to serve on such a committee. The Ayer-Devens Symposium in March opened up my eyes to the enormous challenges that the committee and residents face before 2033. There is also the great responsibility of the committee to be sensitive to the needs and concerns of both the residents of Ayer and Devens.

Experience

What relevant experience or qualifications can you bring to your civic service on the "Ayer+Devens 2033 Study & Report Committee"?

I have, in the past, participated in a group to study the transfer station use. This was to determine whether the town of Ayer should close the transfer station and use a private company as its solid waste collection and transport. I also spent 2 years researching for a book on Ayer which included Devens as well. That book was published in 2012 by Acadia Publishing.

Term of Service

As a prospective appointee, would you be able to make a long-term municipal volunteer service commitment to the "Ayer+Devens 2033 Study & Report Committee" - that could be 2-3 years in length?

yes

A Team Effort

The upcoming and important work of the "Ayer+Devens 2033 Study & Report Committee" will function and achieve its mission goals through a "Team Effort". As a prospective appointee, do you believe that you are well-suited and prepared to work in a Team environment?

Yes I do, I have sat on committees that make decisions on how Ayer spends money to improve the community for the residents of Ayer and through the public hearing process forward these requests to town meeting for approval.

Current & Past Service

Have you ever served, or do you currently serve on a Town of Ayer Board or Commission?

Yes No

If yes, please list Boards or Commissions and dates of service:

Ayer Historical Commission = 2010 to Present
Community Preservation Committee = Approx 2016 to Present.

Capability to Participate

Do you have the capability to actively participate in scheduled "Ayer+Devens 2033 Study & Report Committee" at both "In-Person Committee Meetings" and "Remote ZOOM Meetings"?

yes, I Do have the Capability and the means to Attend
meetings IN Person and on Zoom. I am somewhat
Retired and work for APAC from time to time.

Once this Application Form is completed:

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The Ayer Select Board seeks to appoint strong candidates that will best serve the Town of Ayer through the complex, consequential, and comprehensive "Study" and "Joint Report" production and submission process in determining the permanent governance of the historic Ayer land at Devens.

Please submit your "Letter of Interest to Serve", your completed Application Form, and Resume (optional), via email, to Alan S. Manoian, Dir. Ayer Office of Community & Economic Development (AOCED), Ayer Town Hall, at amanoian@ayer.ma.us.

If we can provide additional, detail, info, clarification, etc. prior to your submittal, please contact the AOCED at 978.772.8220 X141 and/or amanoian@ayer.ma.us



LETTER OF INTEREST TO SERVE

Application Form

“Ayer+Devens 2033 Study & Report Committee”

Name: ERIC V. SECHMAN

Interest

Please tell us why you are interested in serving on the “Ayer+Devens 2033 Study & Report Committee”?

I LOVE THE SMALL HOMETOWN & HISTORIC FEEL THAT AYER OFFERS AND WOULD LOVE TO BE A PART OF BRINGING THE PORTION OF THE DEVENS PROPERTY BACK TO AYER & DETERMINING HOW WE CAN BEST TAKE ADVANTAGE OF THIS AMAZING OPPORTUNITY.

Experience

What relevant experience or qualifications can you bring to your civic service on the “Ayer+Devens 2033 Study & Report Committee”?

I HAVE LIVED IN TOWN SINCE 2013 AND ATTEND TOWN MEETING EACH YEAR. I HAVE BEEN INVOLVED IN THE PLANNING OF THE AYER HOMETOWN FESTIVAL IN BOTH 2021 AND 2022.

Term of Service

As a prospective appointee, would you be able to make a long-term municipal volunteer service commitment to the “Ayer+Devens 2033 Study & Report Committee” - that could be 2-3 years in length?

YES

A Team Effort

The upcoming and important work of the “Ayer+Devens 2033 Study & Report Committee” will function and achieve its mission goals through a “Team Effort”. As a prospective appointee, do you believe that you are well-suited and prepared to work in a Team environment?

YES, I WORK WELL IN A TEAM. I BELIEVE WORKING AS A GROUP YIELDS MUCH GREATER RESULTS THAN ONE PERSON OR TWO WORKING IN A VACUUM WITH NO INPUT OR OUTSIDE IDEAS.

Current & Past Service

Have you ever served, or do you currently serve on a Town of Ayer Board or Commission?

Yes No

If yes, please list Boards or Commissions and dates of service:

2021 & 2022 AYER NOTTOWNSHIP FESTIVAL COMMITTEE

Capability to Participate

Do you have the capability to actively participate in scheduled "Ayer+Devens 2033 Study & Report Committee" at both "In-Person Committee Meetings" and "Remote ZOOM Meetings"?

YES. IN PERSON & ZOOM ARE FINE. I PREFER IN PERSON.

Once this Application Form is completed:

1. Your "Letter of Interest to Serve" & completed Application Form will be submitted to the Office of the Ayer Town Manager.
2. The Office of the Ayer Town Manager will review all submitted "Letters of Interest to Serve" and prepare recommendations for appointment to Ayer Select Board.
3. Recommendations for appointments will be presented at a scheduled Ayer Select Board Meeting.
4. At this meeting, the Ayer Select Board will review, discuss, and vote to appoint or not appoint the prospective candidate to the "Ayer+Devens 2033 Study & Report Committee".

The Ayer Select Board seeks to appoint strong candidates that will best serve the Town of Ayer through the complex, consequential, and comprehensive "Study" and "Joint Report" production and submission process in determining the permanent governance of the historic Ayer land at Devens.

Please submit your "Letter of Interest to Serve", your completed Application Form, and Resume (optional), via email, to Alan S. Manoian, Dir. Ayer Office of Community & Economic Development (AOCED), Ayer Town Hall, at amanoian@ayer.ma.us.

If we can provide additional, detail, info, clarification, etc. prior to your submittal, please contact the AOCED at 978.772.8220 X141 and/or amanoian@ayer.ma.us

From: gtillotson@ayer.ma.us
To: [Carly Antonellis](#)
Subject: 2033 Devens Committee - Letter of Interest
Date: Wednesday, May 3, 2023 9:47:22 AM

Carly -

Please accept this email as a Letter of Interest to serve on the Devens 2033 committee that was discussed last evening at the Select Board meeting.

I will also lobby Chairman Krantz for a posting on behalf of the Planning Board, however, should there be other interest from the PB, I would hope that a seat can be found.

Regards,
Geof

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



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

MEMORANDUM

Date: July 13, 2023
To: Select Board
From: Dan Van Schalkwyk, P.E., Director
Subject: **Agenda Items for July 18, 2023, Select Board Meeting**

1. Ratification of Agreement for West Main Street Emergency 24" Sewer Trunk Repair

On July 5, 2023, a sink hole appeared on West Main Street near the Fire Station. Upon further investigation, the sink hole was caused by a failure of a portion of the 24-inch sewer trunk line. This trunk line is critical and receives flow from a substantial portion of the Town. The Town procured a Contractor under emergency conditions to replace the failed pipe as soon as possible. I will provide a summary of the events and repairs that have been completed. I recommend the Board vote to ratify an Agreement and Amendment with GVC Construction, Inc. of Lunenburg, MA, attached hereto.

2. Award of Sandy Pond Road Sanitary Sewer Rehabilitation Project

General bids for the Sandy Pond Road Sanitary Sewer Rehabilitation Project were received at the DPW on July 12, 2023. We received 5 bids ranging from \$1,324,750.00 to \$1,913,695.50 for the base bid.

The award for this project is impacted by the use of ARPA funds, which are to be discussed at the July 18, 2023 Select Board meeting for this specific project. I will provide recommended alternatives for award based on currently available funds and the potential use of ARPA.

3. Change Order 2 – Ayer West Main Street Public Infrastructure Project (MassWorks) –

Attached is Change Order 2 for the construction of the Ayer West Main Street Public Infrastructure Project. This is the final change order for the project. The change order includes additional work due to unknown utilities, unforeseen concrete base material, winter pavement markings, curbing changes, and overages for some actual quantities versus estimated quantities at time of bidding; for a total amount of \$347,105.69. Note there is funding available in the project budget, the new project total after the change order is included becomes \$3,269,021.95 and the project construction budget is \$3,664,201.

I recommend approval of Change Order No. 2 for the Ayer West Main Street Public Infrastructure Project, Onyx Corporation, in the amount of \$347,105.69 for signature by the Chair.

4. Ayer Water Supply Update

As discussed at previous Board meetings, the DPW will provide status updates of the Town's water supply.

- Production has been more resilient in the past several weeks as demand is stable and large spikes in usage have not been observed. The weather combined with the water conservation efforts appear to be helping.
- Wells have had breaks on the weekends and storage tanks are near full on most mornings.

5. Central Avenue / Groton Harvard Road 4-Way Stop

At the April 18, 2023, Select Board meeting, the DPW, Fire, and Police presented concerns and recommended improvements to the intersection of Central Avenue and Groton Harvard Road. An interim step of conversion to a 4-way stop is being implemented and will become effective on July 26th. Please refer to the attached plan and schedule.

6. Transfer Station Wednesday Hours

On July 6, 2022, the Transfer Station began operating from 7:00AM to 7:00PM on Wednesday's. Per the ASFCME Local Contract, after one year the Town reserves the right to revert to the previous Transfer Station hours of 7:00AM to 3:00PM on Wednesday's. Please see the attached memo. I would like direction from the Board on how to proceed.

OWNER – CONTRACTOR AGREEMENT
West Main Street Sewer Repair

THIS AGREEMENT made this 7th day of July, 2023, by and between the Town of Ayer, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at Ayer Town Hall, One Main Street, Ayer, MA 01432, herein-after referred to as the “TOWN”, and GVC Construction, Inc., a corporation with a business address at 305 Leominster Road, Lunenburg, MA, hereinafter referred to as the “CONTRACTOR”.

WHEREAS, the Contractor has submitted a time and materials quote for construction of the West Main Street Sewer Repair.

NOW, THEREFORE, The Town and the Contractor agree as follows:

1. Contract Documents

The Contract Documents consist of

- (a) This Agreement;
- (b) The Contractor’s T&M Quote for Job #202037, emailed to the Town on July 7, 2023, a copy of which is attached hereto and incorporated herein as ATTACHMENT ‘A’; and
- (c) The Scope of Work, 24” Sewer Main Repair Sketch Plan, Record Drawing with Markup

The Contract Documents constitute the entire Agreement between the parties concerning the work, and are as fully a part of this Agreement as if attached hereto.

2. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as West Main Street Sewer Repair.

3. Changes in the Work

No changes in the work covered by the approved Contract shall be made without prior written approval of the Town Engineer. 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 sum.
- (c) The actual cost of:
 - a. Labor.
 - b. Materials entering permanently into the work.
 - c. The ownership or rental cost of construction equipment during the time of use on the extra work.
 - d. Power and consumable supplies for the operation of power and equipment.
 - e. Wages to be paid.

4. 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.

5. Term of Contract

This Agreement shall be in effect for 30 days from the agreement date unless terminated earlier pursuant to the terms hereof. The Work shall be substantially completed by July 11, 2023.

6. Compensation

The Town shall pay, as full compensation for the services furnished and delivered in carrying out this Agreement. The Town shall pay the Contractor on a time & materials (T&M) basis per the Contractor's T&M Quote for Job #202037 (Attachment A). The total price shall not exceed \$100,000.00 without further authorization by an amendment to this Agreement.

7. Payment of Compensation

The Town shall make payments within thirty (30) days after receipt of invoice to be submitted as a lump sum at the completion of the project.

8. Liability of the Town

The Town's liability hereunder shall be to make all payments when they shall become due, and the Town shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this agreement.

9. Independent Contractor

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered and employee or agent of the Town for any purpose.

10. Indemnification

The Contractor shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the contractor's breach of this Agreement or the negligence or misconduct of the contractor, or the contractor's agents or employees.

11. 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:

- (a) Claims under workers' or workers' compensation, disability benefit and other applicable employee benefit acts - Statutory;
- (b) Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees - \$1,000,000;
- (c) Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees - \$1,000,000 occurrence;
- (d) 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 - \$1,000,000;
- (e) Claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom - \$1,000,000 occurrence;
- (f) 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 - \$1,000,000 occurrence, \$1,000,000 aggregate;
- (g) Claims involving contractual liability applicable to the Contractor's obligations under Article 13.
- (h) Excess or umbrella liability - \$1,000,000 occurrence, \$1,000,000 aggregate.

The limits of liability for coverage required under the preceding paragraph shall be as required by the Owner.

Except for Worker's Compensation, all liability coverage shall name the Town of Ayer 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. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

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. Assignment

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the Town.

14. Termination

(a) **Termination for Cause** If at any time during the term of this Agreement the Town determines that the Contractor has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the Town, or by not complying with the direction of the Town or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the Town shall notify the Contractor in writing stating therein the nature of the alleged breach and directing the Contractor in writing stating therein the nature of the alleged breach directing the Contractor to cure such breach within ten (10) days. The Contractor specifically agrees that it shall indemnify and hold the Town harmless from any loss, damage, cost, charge, expense or claim arising out of our resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the Contractor fails to cure said breach within ten (10) days, the Town may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the Contractor specifying the effective date of the termination. Upon receipt of said notice, the Contractor shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the Town may have against the Contractor up to the date of such termination, and the Contractor shall be liable to the Town for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the Town.

(b) **Termination of Convenience**

The Town may terminate this Agreement at any time for convenience by providing the Contractor written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the Contractor shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the Town, such payment not to exceed the fair value of the services provided hereunder.

15. Inspection and Reports

The Town shall have the right at any time to inspect the work of the Contractor, including the right to enter upon any property owned or occupied by Contractor, whether situated within or beyond the limits of the Town. Whenever requested, the Contractor shall immediately furnish to the Town full and complete written reports of its operation under this Contract in such detail and with such information as the Town may request.

16. Successor and Assigns

This Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without written consent of the other.

17. Compliance with Laws

The Contractor shall comply with all Federal, State, and local laws, rules, regulations, and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, shall be responsible for obtaining licenses, permits, and approvals required for the performance of the work.

18. Notice

Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand 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 on Page 1 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, if so mailed, when deposited with the U.S. Postal Service or, if sent overnight or other delivery service, when deposited with such delivery service.

19. Severability

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a 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.

20. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Contractor submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

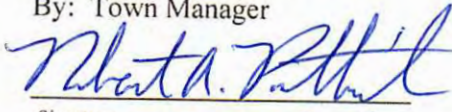
21. Entire Agreement

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, and shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day and year first above written.

TOWN OF AYER, MA

By: Town Manager



Signature

Robert A. Pontbriand

Printed Name

Town Manager

Title

CONTRACTOR

Authorized Representative



Signature

Christopher Valenti

Printed Name

Vice President -GVC Construction, Inc.

Title

COPY

Scope of Work

West Main Street 24" Sewer Main Repair

Scope:

- Contractor to provide the following:
 - Call Emergency DigSafe.
 - Coordinate with National Grid (Rep will need to be on site).
 - Schedule Police Details (Town of Ayer to pay for Police Details).
 - Provide Ayer DPW start date and start time.
 - Provide traffic control devices (cones, signs) as required by Ayer Police/DPW.
 - Provide temporary sewer bypass system.
 - Sawcut trench and excavate within limits of work.
 - Provide shoring and protect all existing utilities in trench as required.
 - Remove & dispose sewer manhole and portions of sewer main shown on the sketch.
 - Replace portion of existing 36" RCP drain with 36" PVC SDR26 and couplings if required.
 - Provide 6" crushed stone bedding.
 - Provide new manhole and sewer main/connections as shown on the sketch.
 - Backfill trenches with suitable material and compact trenches in lifts.
 - Leave top of trench in gravel.
 - Clean-up work area to satisfaction of Ayer DPW.

- Town of Ayer to provide:
 - Trench Paving (temporary and permanent)

Documents:

- Work Sketches
- Record Plan
- Town Sewer Details



WEST MAIN STREET

24" SEWER MAIN REPAIR

7/6/2023

- | | | | | | | | | | | |
|---------------------|--------------------|-----------------|-----------------|----------------|---------------|--------------|------------------------|-------------------|-----------------------|-------------------------|
| Limits of Repair | Sewer Force Main | Sewer Main | Cleanout | Curb Stop | Gate Valve | Grease Trap | Grinder Pump | Manhole | Unknown | Wet Well |
| Catch Basin | Culvert End | Drain Manhole | Outfall | Detention Area | Sand/Oil Trap | Vortex Drain | Vortex Drain (Private) | Outfall (Private) | Culvert End (Private) | Drain Manhole (Private) |
| Water Points | | | | | | | | | | |
| Type | | | | | | | | | | |
| Water - Curb Box | Water - Gate Valve | Water - Hydrant | Water - Manhole | Private Drain | Culvert | Drain Line | StormwaterBMPs | | | |
| Water Mains | | | | | | | | | | |
| Water Main | | | | | | | | | | |

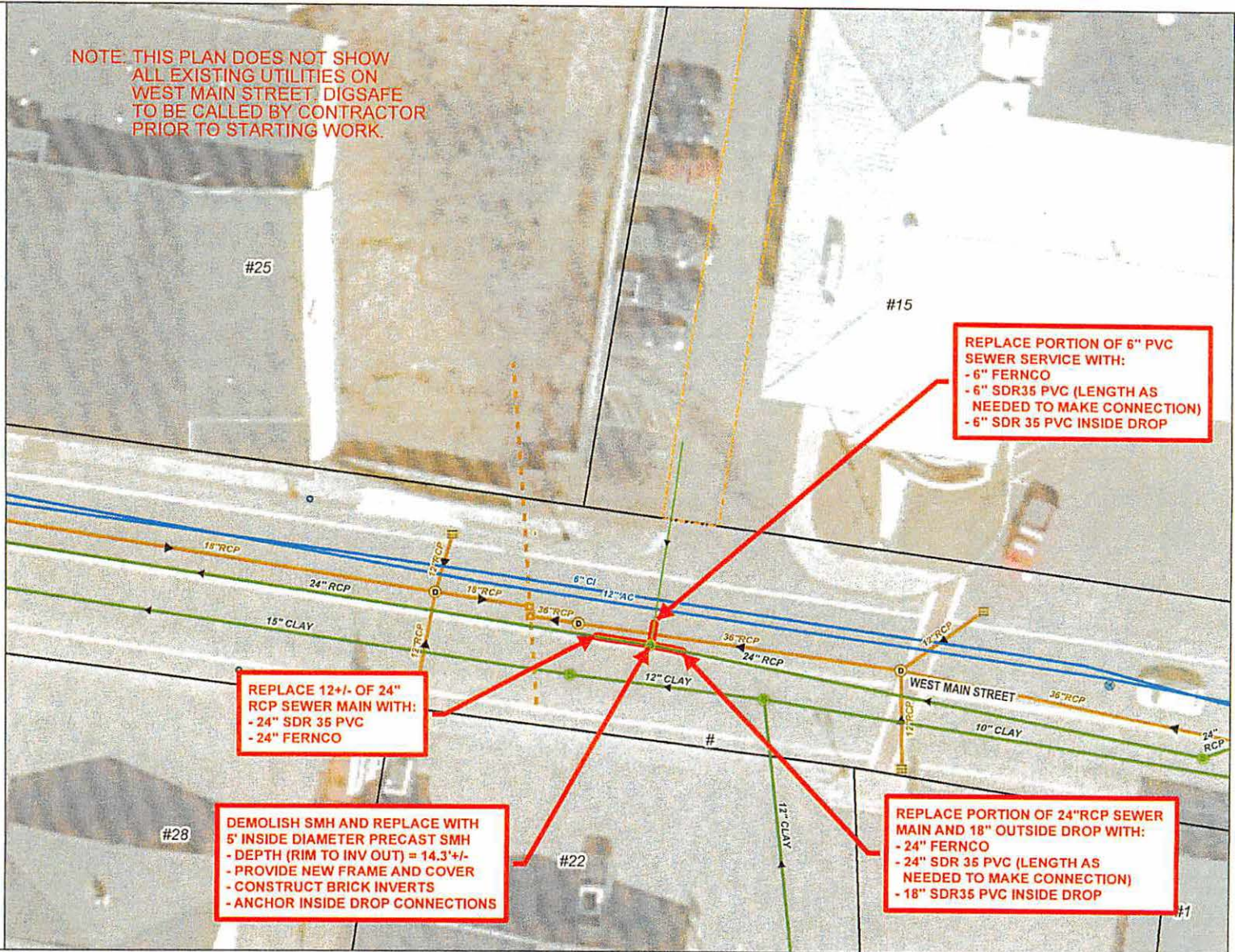
20 10 0 20 Feet

1 inch = 20 feet



Disclaimer:
This map is for display purposes only — it is not intended for survey or legal purposes. Questions about specific data layers on this map should be directed to the respective Town board, committee or department. The Town of Ayer expressly disclaims responsibility for damages or liability that may arise from any errors, omissions, or inaccuracies in the information provided herein.

NOTE: THIS PLAN DOES NOT SHOW ALL EXISTING UTILITIES ON WEST MAIN STREET. DIGSAFE TO BE CALLED BY CONTRACTOR PRIOR TO STARTING WORK.

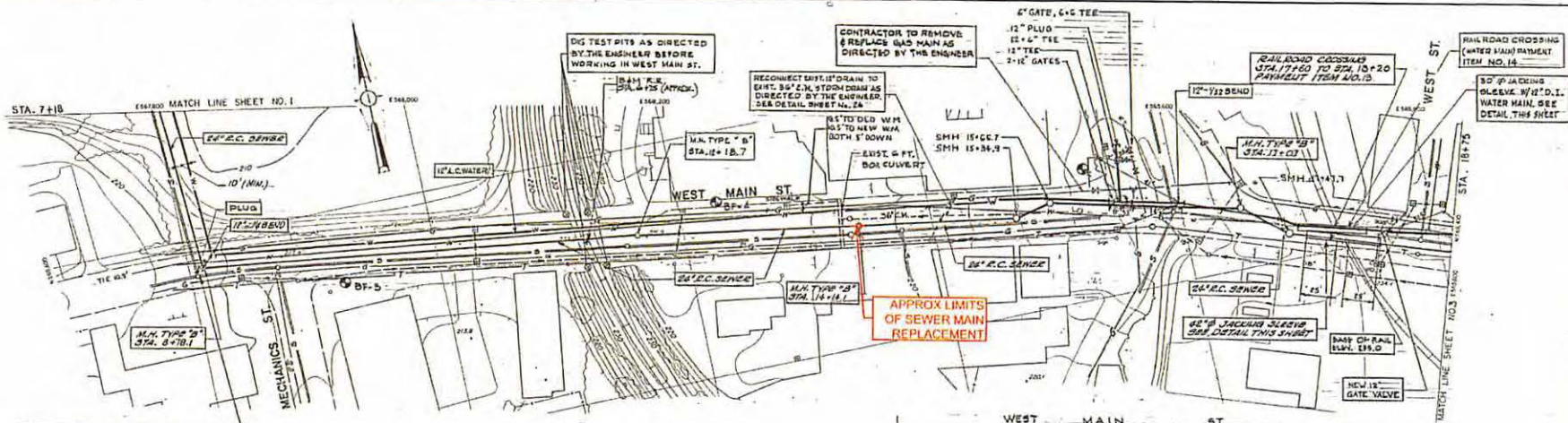


REPLACE PORTION OF 6" PVC SEWER SERVICE WITH:
- 6" FERNCO
- 6" SDR35 PVC (LENGTH AS NEEDED TO MAKE CONNECTION)
- 6" SDR 35 PVC INSIDE DROP

REPLACE 12'+/- OF 24" RCP SEWER MAIN WITH:
- 24" SDR 35 PVC
- 24" FERNCO

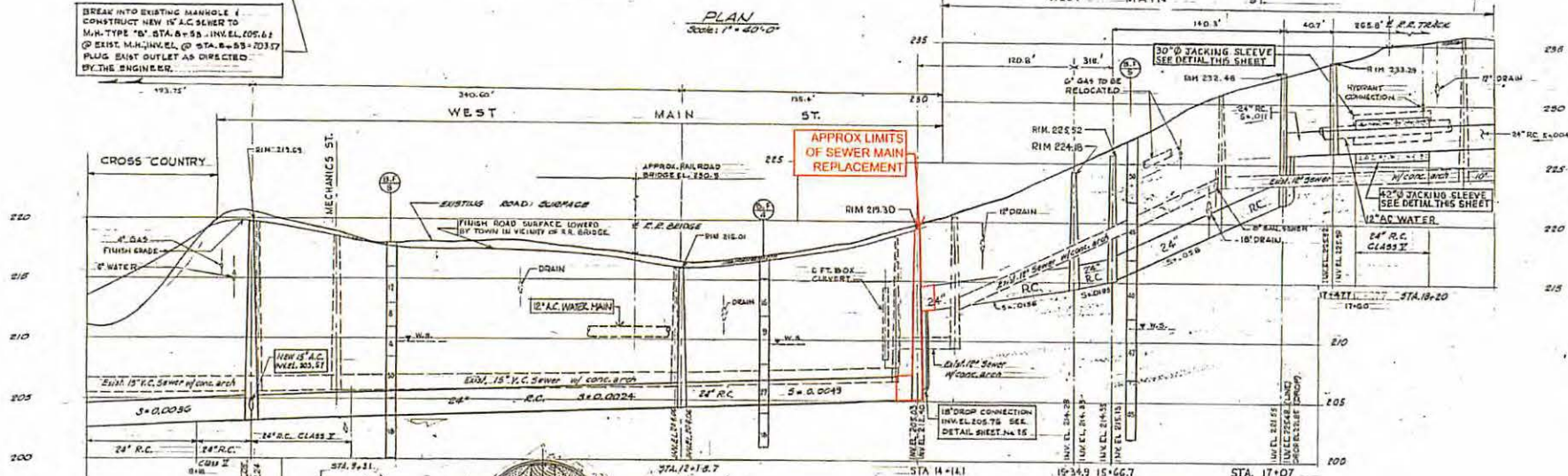
DEMOLISH SMH AND REPLACE WITH 5' INSIDE DIAMETER PRECAST SMH
- DEPTH (RIM TO INV OUT) = 14.3'+/-
- PROVIDE NEW FRAME AND COVER
- CONSTRUCT BRICK INVERTS
- ANCHOR INSIDE DROP CONNECTIONS

REPLACE PORTION OF 24" RCP SEWER MAIN AND 18" OUTSIDE DROP WITH:
- 24" FERNCO
- 24" SDR 35 PVC (LENGTH AS NEEDED TO MAKE CONNECTION)
- 18" SDR35 PVC INSIDE DROP

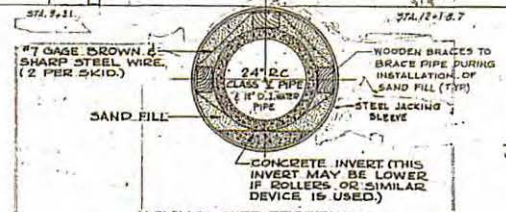


BREAK INTO EXISTING MANHOLE & CONSTRUCT NEW 15\"/>

PLAN
Scale: 1" = 40' 0"



APPROX LIMITS OF SEWER MAIN REPLACEMENT



JACKING SLEEVE DETAIL
N.T.S.

PROFILE
Scale: Hor. 1" = 40' 0"
Vert. 1" = 4' 0"

Approved by:	Date	Name
Structural		
Electrical		
HVAC		
Project Engineer		
Project Manager		

TELEPHONE GEOSTRONGS
120 E. 3RD ST.
LOS ANGELES, CALIF. 90002

RECORD DRAWING

TS3	D.V.	REVISED FOR RECORD DRAWING
Date	D.V.M.	Revision
Designed by	ASB	Date: JUNE, 1978
Checked by	HAG	
Approved by	WFL	45 NOTED



TOWN OF AYER, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS
SEWAGE WORKS IMPROVEMENTS
CONTRACT NO. 3
WEST MAIN STREET

CAMP DRESSER & McKEE Inc.
Consulting Engineers
Boston, Mass.

SHEET NO. 2
240-36011

AMENDMENT 1

West Main Street Sewer Repair

Subject of Amendment: Time Extension, Additional Scope of Work, and Price Change

1. Background Data:

- a. Effective Date of Agreement: July 7, 2023
- b. OWNER: Town of Ayer, One Main Street, Ayer MA 01432
- c. CONTRACTOR: GVC Construction, Inc, 305 Leominster Road, Lunenburg, MA
- d. Original Contract Term: July 7, 2023 – July 11, 2023

2. Nature of Amendment

Amend Contract for time extension, additional scope of work, and price change.

The Contract Term shall be extended to July 17, 2023.

Additional Scope of Work shall include the inspection and repair of a 12” sewer main on West Main Street as shown in plan titled “West Main Street Sewer Repair – Additional Work” dated 7/13/2023.

Total price for all work in this Contract (both the previous work completed and the additional scope of work) shall not exceed \$250,000.00 without further authorization by Town of Ayer.

OWNER and CONTRACTOR hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is July 13, 2023.

OWNER: Ayer Department of Public Works

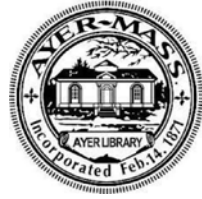
CONTRACTOR: GVC Construction, Inc.

By: _____
Title: Town Manager

Title:

Date Signed: _____

Date Signed: _____



WEST MAIN STREET SEWER REPAIR

ADDITIONAL WORK

7/13/2023

Legend

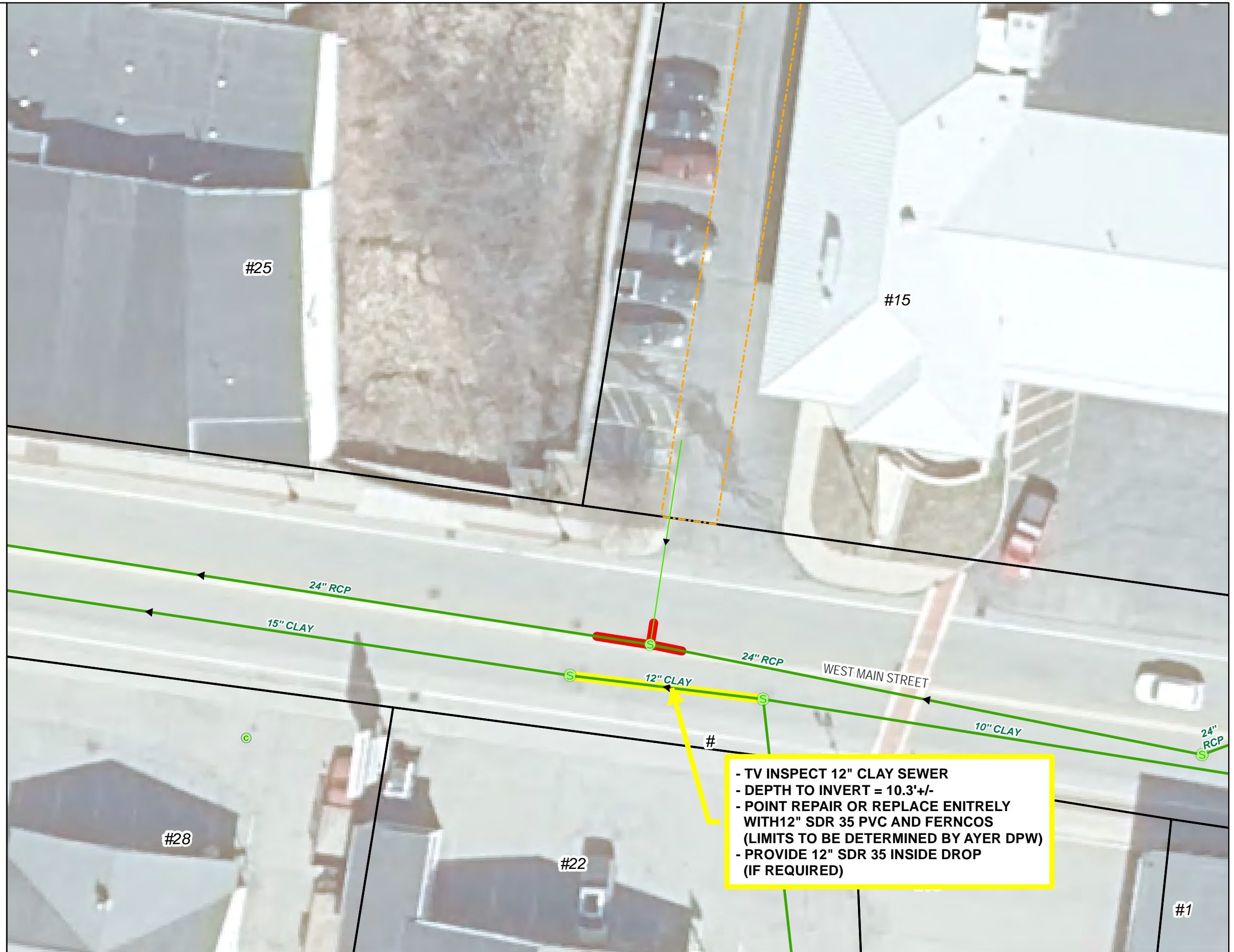
- █ Additional Work
- █ Original Work Limits
- Sewer Force Main
- Sewer Main
- C Cleanout
- CS Curb Stop
- X Gate Valve
- G Grease Trap
- P Grinder Pump
- S Manhole
- U Unknown
- W Wet Well

20 10 0 20 Feet

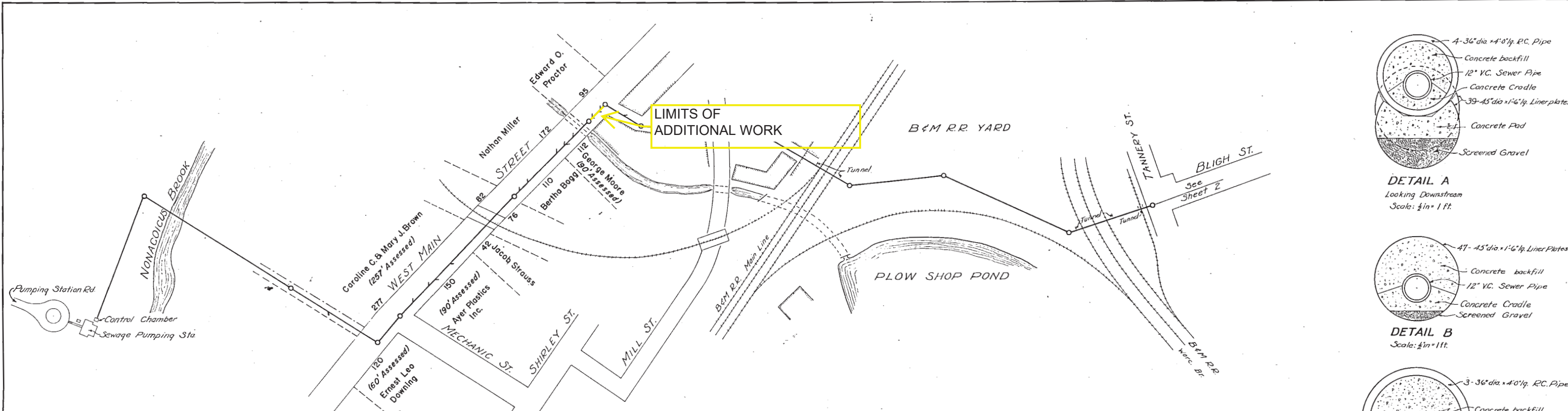
1 inch = 20 feet



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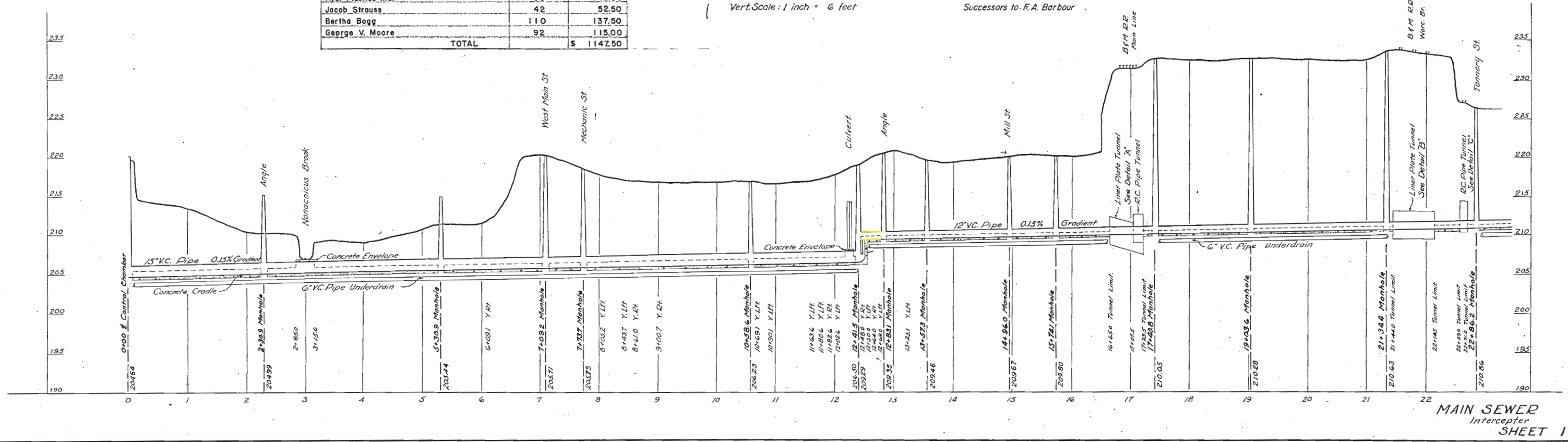
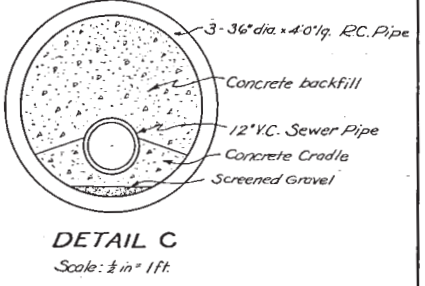
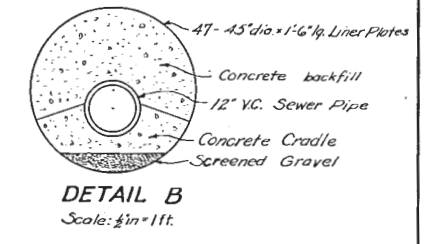
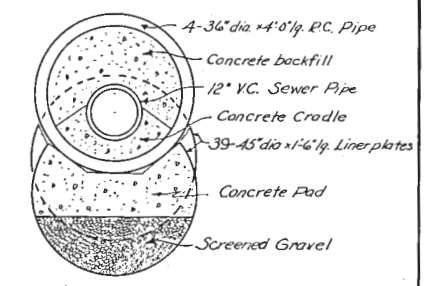
LIMITS OF ADDITIONAL WORK



ASSESSMENT SCHEDULE		
Name	Frontage	Amount
Caroline C. & Mary J. Brown	257 FT.	\$ 321.25
Nathan Miller	172	215.00
Edward O. Proctor	95	118.75
Ernest Leo Downing	60	75.00
Ayer Plastics Inc.	90	112.50
Jacob Strauss	42	52.50
Bertha Bogg	110	137.50
George V. Moore	92	115.00
TOTAL		\$ 1147.50

TOWN OF AYER, MASS.
SEWER DEPARTMENT
RECORD PLAN
MAIN SEWER
PUMPING STATION TO STA. 22+86.2
CONSTRUCTED 1942

Hor. Scale: 1 inch = 80 feet
Vert. Scale: 1 inch = 6 feet
Haley and Ward, Engineers
Successors to F.A. Barbour



Bid Opening- Town of Ayer Department of Public Works

Sandy Pond Road Sanitary Sewer Rehabilitation

Wednesday July 12, 2023, 1:00 PM

Bidder	Bid Bond (Y/N)	Signed (Y/N)	Addenda 1 (Y/N)	Addenda 2 (Y/N)	Total Alternative No. 1 Base Bid	Total Alternative No. 2 Base Bid	Total Alternative No. 1 Base Bid (Steam or Hot Water CIPPL) and Additive Alternative	Total Alternative No. 2 Base Bid (UV CIPPL) and Additive Alternative
Kenyon Pipeline New York	Y	Y	Y	Y	\$1,509,850.00	\$ No Bid	\$1,995,100.00	No Bid
National Water Main Cleaning Co. Canton, MA	Y	Y	Y	Y	\$1,398,831.00	\$1,398,831.00	\$1,667,931.00	\$1,667,931.00
Precision Trenchless New York	Y	Y	Y	Y	\$ No Bid	\$1,913,695.50	No Bid	\$2,550,195.50
Green Mountain Pipeline Services	Y	Y	Y	Y	\$1,324,750.00	No Bid	\$1,593,750.00	No Bid
Instituform Technologies	Y	Y	Y	Y	\$1,353,427.50	No Bid	\$1,640,567.50	No Bid

Witness: ~~open~~ Matthew [Signature]

Open: ~~witness~~ Deleany [Signature]

Change Order No. 2

Date of Issuance: July 18, 2023 Effective Date: July 18, 2023

Project: Ayer West Main St Public Infrastructure Project	Owner: Town of Ayer, MA	Owner's Contract No.: 21DPW11
Contract: Ayer West Main St Public Infrastructure Project		Date of Contract: <u>October 25, 2021</u>
Contractor: <u>Onyx Corporation</u>		Engineer's Project No.:

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

Description: See attached memo and backup materials

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>2,582,522.50</u>	Original Contract Times: <input checked="" type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): <u>December 3, 2022</u> Ready for final payment (days or date): <u>January 2, 2023</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>1</u> to No. <u>1</u> : Substantial completion (days): <u>179</u> Ready for final payment (days): <u>179</u>
Contract Price prior to this Change Order: \$ <u>2,921,916.26</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>May 31, 2023</u> Ready for final payment (days or date): <u>June 30, 2023</u>
Increase of this Change Order: \$ <u>347,105.69</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>3,269,021.95</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>May 31, 2023</u> Ready for final payment (days or date): <u>June 30, 2023</u>

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

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

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

Memorandum

Date: July 13, 2023

To: File

From: Dan Van Schalkwyk, P.E., Ayer DPW

Re: Change Order 2 – Ayer West Main St Public Infrastructure Project

Below are the proposed changes and associated costs included in Change Order 2. **The Total Cost of Change Order 2 is \$347,105.69**

PCO2 – Unforeseen concrete duct, exploratory work and water relocation \$16,971.31

PCO15 – Replacement of several sewer laterals \$32,781.06

PCO16 – Escalation for Commodity Costs (e.g. asphalt) compared to price at time of bidding \$49,695.40

PCO17 – Stabilization to Outfall near Willow Brook \$4,911.56

PCO18 – Final Line Striping \$10,886.39

PCO19 – Final Signage \$9,564.00

PCO20 – Hand Paving work not identified in scope \$38,589.00

PCO21 – Reset curbing at bus stop after design issue \$5,434.55

PCO22 – Reset Curbing bumpouts after design issue \$10,853.85

PCO23 – Driveway apron grading and tie-ins not identified on plans \$84,293.47

PCO24 – Reset and lower curb reveal \$6,742.66

Estimated Quantities vs Actual Quantities performed through Pay App 9 include actual quantities in excess of estimated and the below, amount of \$46,097.44

- Mainly due to differences in actual curbing versus estimated



18 Wetherbee Street
 Acton, Massachusetts 01720
 Office: (978)263-1185
 Fax: (978) 287-4052
www.onyxcorporation.net

Date: 4/26/2023 **Job No.** EX-21-0011
Owner: Town of Ayer **Project:** West Main Street
 Dept of Public Works
 25 Brook St. **Contract #** 21DPW11
 Ayer MA. 01432
Attention: Dan Van Schalwyk, P.E.
Date of Work 3/29/2022, 3/30/2022, 3/31/2022, 4/1/2022 **COR #** 2

Description: TM06-6500: Discovery of an unforeseen concrete ductbank from Devens necessitated revising layout of the proposed watermain, after already performing trench sawcutting. Additional work to explore existing utilities and sawcut a new trench for the proposed water main. Multiple days of digging test pits to verify location of the ductbank and configuring existing utility layout to coordinate a new layout without a shutdown or removal of the existing watermain.

Quantity		Unit	Rate		Amount
Labor					
1	Operator Foreman	16.0	HR \$ 81.43	= \$	1,302.88
1	Operator	16.0	HR \$ 81.43	= \$	1,302.88
1	Laborer	32.0	HR \$ 62.05	= \$	1,985.60
			<i>Burden</i>	44%	\$ 2,020.20
			<i>Labor Subtotal</i>		\$ 6,611.56
Equipment					
1	Tool Truck	16.0	HR \$ 30.34	= \$	485.44
1	Tool Truck	16.0	HR \$ 30.34	= \$	485.44
1	2018 Cat 335FLCR	16.0	HR \$ 200.31	= \$	3,204.96
1	Cat 926 Loader	16.0	HR \$ 81.27	= \$	1,300.32
1	Trench Box	16.0	HR \$ 10.09	= \$	161.42
			<i>Equipment Subtotal</i>		\$ 5,637.58
Sub Contractor					
1	Saw Cutting - Procut, Inc.	1.0	DAY \$ 1,100.00	= \$	1,100.00
1	Hired Triaxle - RS Flannerty Excavating	12.0	HR \$ 120.00	= \$	1,440.00
			<i>Subcontractor Subtotal</i>		\$ 2,540.00
			Overhead and Profit on Direct Labor, Equipment, and Materials	15%	\$ 1,837.37
			Overhead and Profit on Subcontractors	5%	\$ 127.00
			Subtotal		\$ 16,753.51
			Bond	1.30%	\$ 217.80
			Total		\$ 16,971.31



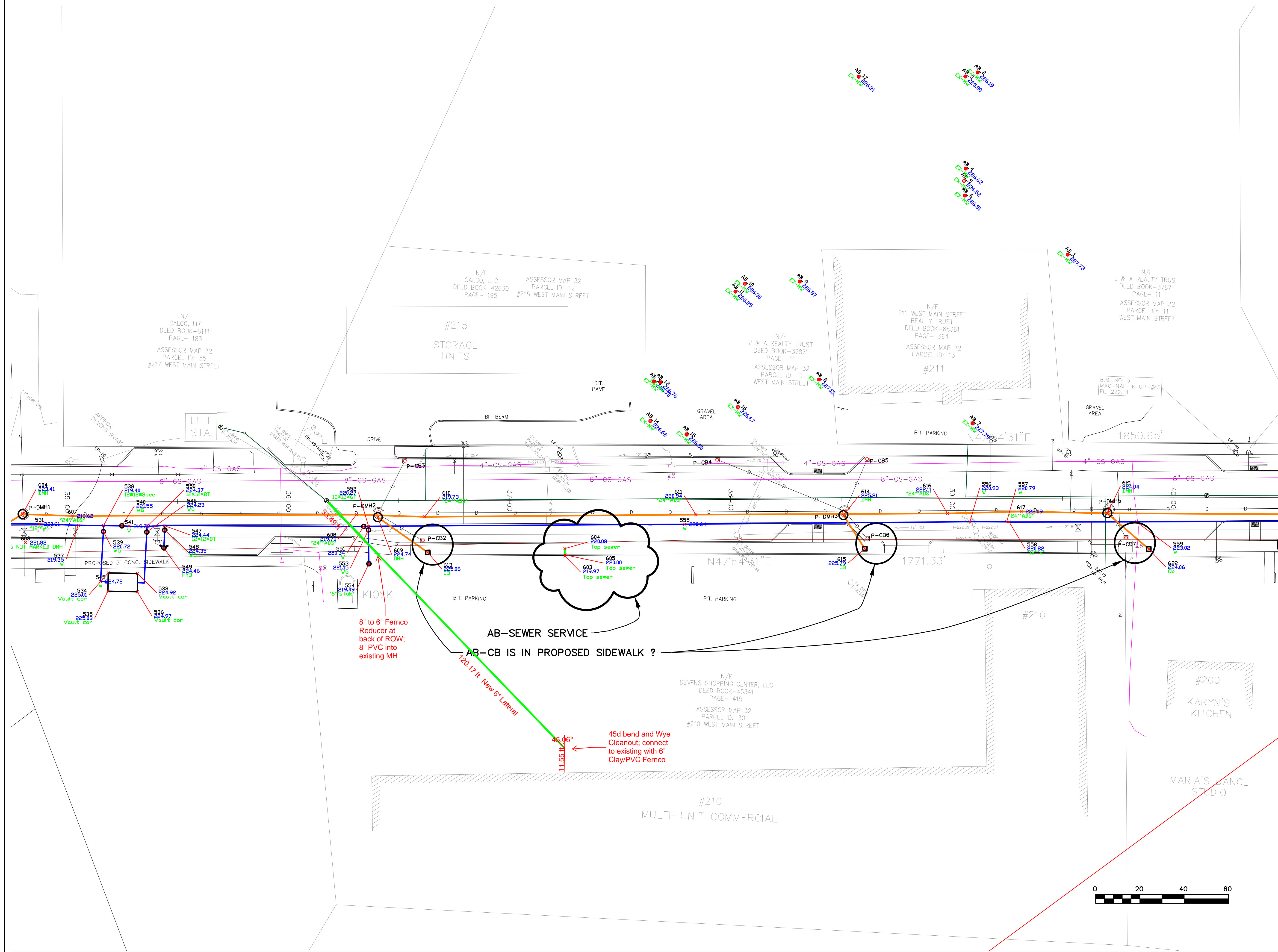
18 Wetherbee Street
 Acton, Massachusetts 01720
 Office: (978)263-1185
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www.onyxcorporation.net

Date: 7/6/2023 Job No. EX-21-0011
 Owner: Town of Ayer Project: West Main Street
 Dept of Public Works
 25 Brook St. Contract # 21DPW11
 Ayer MA. 01432
 Attention: Dan Van Schalwyk, P.E.
 Date of Work: 6/2/22, 6/10/22, 6/15/22, 6/20/22, 6/21/22, 7/19/22, 8/2, 8/3, 8/16 COR # 15
 Description: Repair and re-installation of PVC Sewer lateral at Devens Plaza on 6/2, 6/10, 6/15, 6/20, and 6/21
 House #194 repair on 7/19
 House #179 Repair on 8/2 and 8/3
 House #173 on 8/16

Quantity		Unit	Rate		Amount
Labor					
1	Foreman	26.5	HR \$	81.43	= \$ 2,157.90
1	Operator	26.5	HR \$	81.43	= \$ 2,157.90
2	Laborer	31.5	HR \$	62.05	= \$ 3,909.15
1	Laborer (Surveyor)	22.5	HR \$	62.05	= \$ 1,396.13
				<i>Burden</i> 44%	\$ 4,233.27
				<i>Labor Subtotal</i>	\$ 13,854.33
Equipment					
2	Tool Truck	26.5	HR \$	30.34	= \$ 1,608.02
1	2018 CAT 335FLCR	26.5	HR \$	200.31	= \$ 5,308.22
1	Cat 926 Loader	26.5	HR \$	81.27	= \$ 2,153.66
1	Trench Box	26.5	HR \$	10.09	= \$ 267.39
				<i>Equipment Subtotal</i>	\$ 9,337.28
Subcontractor					
1	Hired Triaxle (RS Flannery)	27.5	HR \$	120.00	= \$ 3,300.00
				<i>Subcontractor Subtotal</i>	\$ 3,300.00
Materials					
	6x6 Fernco	2	EA \$	14.81	= \$ 29.62
	6" Sewer Wye	1	EA \$	33.68	= \$ 33.68
	6" 45 Sewer Bend	1	EA \$	29.42	= \$ 29.42
	8" SDR 35 Pipe	39	LF \$	11.95	= \$ 466.05
	6" SDR 35 Pipe	130	LF \$	6.55	= \$ 851.50
	8x6 Coupling	1	EA \$	30.21	= \$ 30.21
	6x6 Coupling	1	EA \$	21.56	= \$ 21.56
	6" SDR35 45 Bend	1	EA \$	28.86	= \$ 28.86
	6" SDR35 11-1/4	1	EA \$	68.37	= \$ 68.37
	6x6 SDR35 WYE	1	EA \$	56.30	= \$ 56.30
	10" CI Cleanout	1	EA \$	110.00	= \$ 110.00
	Misc. Hardware and Supplies	1	LS \$	84.24	= \$ 84.24
	Asphalt Disposal	1	LD \$	125.00	= \$ 125.00
				<i>Materials Subtotal</i>	\$ 1,934.81
	Overhead and Profit on Direct Labor, Equipment, and Materials	15%	\$		3,768.96
	Overhead and Profit on Subcontractors	5%	\$		165.00
	Subtotal		\$		32,360.38
	Bond	1.30%	\$		420.68
	Total		\$		32,781.06

General Notes

Existing Sewer Service
As-Built Drainage +
Water 6/8/2022



8" to 6" Fernco Reducer at back of ROW; 8" PVC into existing MH

AB-SEWER SERVICE

AB-CB IS IN PROPOSED SIDEWALK ?

120.17 ft New 6" Lateral

45d bend and Wye Cleanout; connect to existing with 6" Clay/PVC Fernco

No	Revision/Issue	Date

Firm Name and Address

Onyx Corporation | 18 Wetherbee St. Acton, MA 01720

Project Name and Address

Road Improvements
West Main St.
Ayer, MA

Project	As-Built	Sheet	
Date	06/08/2022		1 of 1
Scale	1in=20ft		





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Date: 7/6/2023 Job No. EX-21-0011
 Owner: Town of Ayer Project: West Main Street
 Dept of Public Works
 25 Brook St. Contract # 21DPW11
 Ayer MA. 01432
 Attention: Dan Van Schalwyk, P.E.
 Date of Work: Various COR # 16
 Description: Asphalt escalation, ductile iron pipe delivery surcharge, curbing delivery charges

Quantity		Unit	Rate		Amount
Subcontractor					
1	PJ Albert - Sculley Binder and West Main Intermediate	1	LS \$21,189.31	= \$	21,189.31
1	PJ Albert - Multi-Use Path	1	LS \$2,617.87	= \$	2,617.87
1	PJ Albert - Sculley Surface Course	1	LS \$3,655.78	= \$	3,655.78
1	PJ Albert - West Main Surface Course	1	LS \$3,653.43	= \$	3,653.43
	<i>Subcontractor Subtotal</i>			\$	<u>31,116.39</u>
Materials					
	HR Prescott Pipe Surcharge	1.0	EA \$ 1,979.32	= \$	1,979.32
	Swenson Granite Delivery Charges	9	LD \$ 1,300.00	= \$	11,700.00
	<i>Materials Subtotal</i>			\$	<u>13,679.32</u>
	Overhead and Profit on Direct Labor, Equipment, and Materials		15%	\$	2,137.23
	Overhead and Profit on Subcontractors		5%	\$	<u>1,555.82</u>
	Subtotal			\$	49,057.65
	Bond		1.30%	\$	<u>637.75</u>
	Total			\$	49,695.40

Nick Begley

From: Nick Begley
Sent: Wednesday, March 16, 2022 12:59 PM
To: mwetzel@ayer.ma.us; Dan Van Schalkwyk
Cc: Dennis Bousquet; John Durkin Jr.; Nate Vega
Subject: FW: 3-14-22 Scrap Surcharge notification .
Attachments: 3-11-22 McWane Ductile Scrap Surcharge Letter.pdf

Mark/Dan,

As I'm sure you are aware with the Ukraine-Russia crisis, we are seeing cost increases and availability decreasing with almost everything. It's been difficult to procure most of water materials, ADS and other items. We are doing our best to work around most of the issues and were fortunate enough that our vendor, HR Prescott had most of the 12" DIP in their yard last December. We've released what HR Prescott has in stock but there are two loads of DIP and associated items that were ordered in December for a June delivery. Unfortunately, McWane Ductile is implementing an immediate surcharge that will have to be passed off to contractors and clients. ONYX works with multiple vendors and they have all stated that this is occurring with all of the DIP manufacturers. Unexpected and unprecedented in these times, please let me know how you would like to handle the surcharges of about \$3000/load of DIP that we will have to pass off to the Town of Ayer.

Feel free to give me a call to discuss.

Thanks,

Nick Begley – Project Manager



Sand & Gravel Excavation
Landscape Construction
Established 1980

Office: 978-263-1185

Fax: 978-287-4052

Cell: 978-518-5290

Email: nbegley@onyxcorporation.net

Website: www.onyxcorporation.net

Address: 18 Wetherbee Street Acton, Massachusetts 01720

Please send all invoices to ap@onyxcorporation.net

From: adam@hrprescott.com <adam@hrprescott.com>
Sent: Friday, March 11, 2022 1:01 PM
To: Nick Begley <nbegley@onyxcorporation.net>
Subject: 3-14-22 Scrap Surcharge notification . PLEASE Read .

Morning all,

Just wanted to pass along the attached letter concerning Scrap Surcharge affecting **all shipments starting 3-14-22.**

This \$150.00 a ton surcharge will increase your invoice amount by roughly \$3000.00, give or take.

I would suggest you begin contacting your customers & informing them of this necessary adjustment.

Thanks,

Jeff

Jeff Houser
McWane Ductile
Senior Sales Associate
mcwaneductile.com



**McWANE
DUCTILE**

IRON STRONG

--
Nate Peirce | Operations-Sales

H.R. Prescott and Sons, Inc.

www.hrprescott.com

Direct Line : 508.400.3121

Forgive the brevity while I use my iPhone



IRON STRONG

2266 South 6th Street
Coshocton, OH 43812
o 800-800-6013
mcwaneductile.com

March 11th, 2022

To: McWane Ductile Customers

Re: Scrap Surcharge

The Russian-Ukraine conflict has caused a severe shortage of pig iron in the international market (as both countries are two of the world's top producers). While McWane Ductile does not use pig iron, consumers of pig iron have downcycled to raw materials such as busheling and auto shred, resulting in an immediate and intense demand for all grades of US scrap, which in turn has driven up scrap prices by \$150/ton and more this month alone. We expect this cost escalation to continue until the conflict resolves. In light of the detrimental impacts from these unexpected events, it is necessary to implement a \$150/ton scrap surcharge to all shipments effective 03/14/2022, which will be added as a separate line item on your invoice. Additional points:

- This surcharge is temporary, and we will rescind it when scrap prices return to February 2022 levels.
- We will adjust the surcharge monthly, based on changes in the Busheling Index published monthly in Fastmarkets.com.
- The surcharge we're announcing today will apply to all shipments from 3/14/2022 until 4/10/2022. Fastmarkets publishes the settled scrap price on the 10th of each month, therefore any April surcharge will apply to all shipments from 4/11/2022 to 5/10/2022.
- Because of unprecedented demand for our products along with supply chain constraints, we cannot guarantee lead times, delivery schedules, or availability.
- You may choose to not pay the surcharge and delay your scheduled shipments until such time as scrap prices have returned to lower levels. Once again, however, lead times, delivery schedule and availability are not guaranteed.

Thank you in advance for your support. Please contact your McWane Ductile Sales Representative with any questions.

Best regards,

A handwritten signature in blue ink, appearing to read 'Mike Dodge'.

Mike Dodge
Vice President of Sales & Marketing



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 Acton, Massachusetts 01720
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 Fax: (978) 287-4052
www.onyxcorporation.net

Date: 5/17/2023 Job No. EX-21-0011
 Owner: Town of Ayer Project: West Main Street
 Dept of Public Works
 25 Brook St. Contract # 21DPW11
 Ayer MA. 01432
 Attention: Dan Van Schalwyk, P.E.
 Date of Work: 5/15/2023 COR # 17
 Description: Outlet and Slope Stabilization at Willow Brook

Quantity		Unit	Rate		Amount
Labor					
1	Foreman	4.0	HR \$ 81.43	= \$	325.72
1	Operator	4.0	HR \$ 81.43	= \$	325.72
1	Laborer	4.0	HR \$ 62.05	= \$	248.20
			<i>Burden</i> 44%	\$	395.84
			<i>Labor Subtotal</i>	\$	1,295.48
Equipment					
1	Tool Truck	4.0	HR \$ 30.34	= \$	121.36
1	CAT 322 Excavator	4.0	HR \$ 169.40	= \$	677.60
			<i>Equipment Subtotal</i>	\$	1,367.85
Subcontractor					
1	Hired Triaxle	6.0	HR \$ 125.00	= \$	750.00
			<i>Subcontractor Subtotal</i>	\$	750.00
Materials					
	HDPE Flared End	0	EA \$ 356.00	= \$	-
	Mirafi 140 Fabric	0.5	ROLL \$ 680.00	= \$	340.00
	6-10" Crushed Stone	24	TON \$ 22.00	= \$	528.00
			<i>Materials Subtotal</i>	\$	868.00
			Overhead and Profit on Direct Labor, Equipment, and Materials	15%	\$ 529.70
			Overhead and Profit on Subcontractors	5%	\$ 37.50
			Subtotal	\$	4,848.53
			Bond 1.30%	\$	63.03
			Total	\$	4,911.56





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Date: 5/17/2023 Job No. EX-21-0011
 Owner: Town of Ayer Project: West Main Street
 Dept of Public Works
 25 Brook St. Contract # 21DPW11
 Ayer MA. 01432
 Attention: Dan Van Schalwyk, P.E.
 Date of Work: TBD COR # 18
 Description: Additional Pavement Markings Per Revised Plan Dated 05/03/23

Quantity		Unit	Rate			Amount
	Subcontractor					
1	Preformed Bike Lane Arrow	15.0	EA \$ 256.96	=	\$	3,854.40
1	Preformed Bike Rider	15.0	EA \$ 348.15	=	\$	5,222.25
1	4" Double Yellow Thermoplastic Line	200.0	LF \$ 1.90	=	\$	380.00
1	Preformed Handicap Symbols	2.0	EA \$ 389.14	=	\$	778.28
			<i>Subcontractor Subtotal</i>		\$	10,234.93
			Overhead and Profit on Direct Labor, Equipment, and Materials	15%	\$	-
			Overhead and Profit on Subcontractors	5%	\$	511.75
			Subtotal		\$	10,746.68
			Bond	1.30%	\$	139.71
			Total		\$	10,886.39



18 Wetherbee Street
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Date: 6/15/2023 Job No. EX-21-0011
 Owner: Town of Ayer Project: West Main Street
 Dept of Public Works
 25 Brook St. Contract # 21DPW11
 Ayer MA. 01432
 Attention: Dan Van Schalwyk, P.E.
 Date of Work: Various Dates COR # 19
 Description: Revised Signage Plan to Install 36 EA Sign Posts With Various Sign Panels. New unit price to be \$265.67/EA

Quantity		Unit	Rate			Amount
	Subcontractor					
1	F/I Warning Regulatory Panel Type A	168.23	SF	\$ 16.00	=	\$ 2,691.68
1	Sign Supports (N/Guide) w/ Breakaway Post	36.0	EA	\$ 175.00	=	<u>\$ 6,300.00</u>
		<i>Subcontractor Subtotal</i>				\$ 8,991.68
		Overhead and Profit on Direct Labor, Equipment, and Materials				15% \$ -
		Overhead and Profit on Subcontractors				5% <u>\$ 449.58</u>
		Subtotal				\$ 9,441.26
		Bond				1.30% <u>\$ 122.74</u>
		Total				\$ 9,564.00



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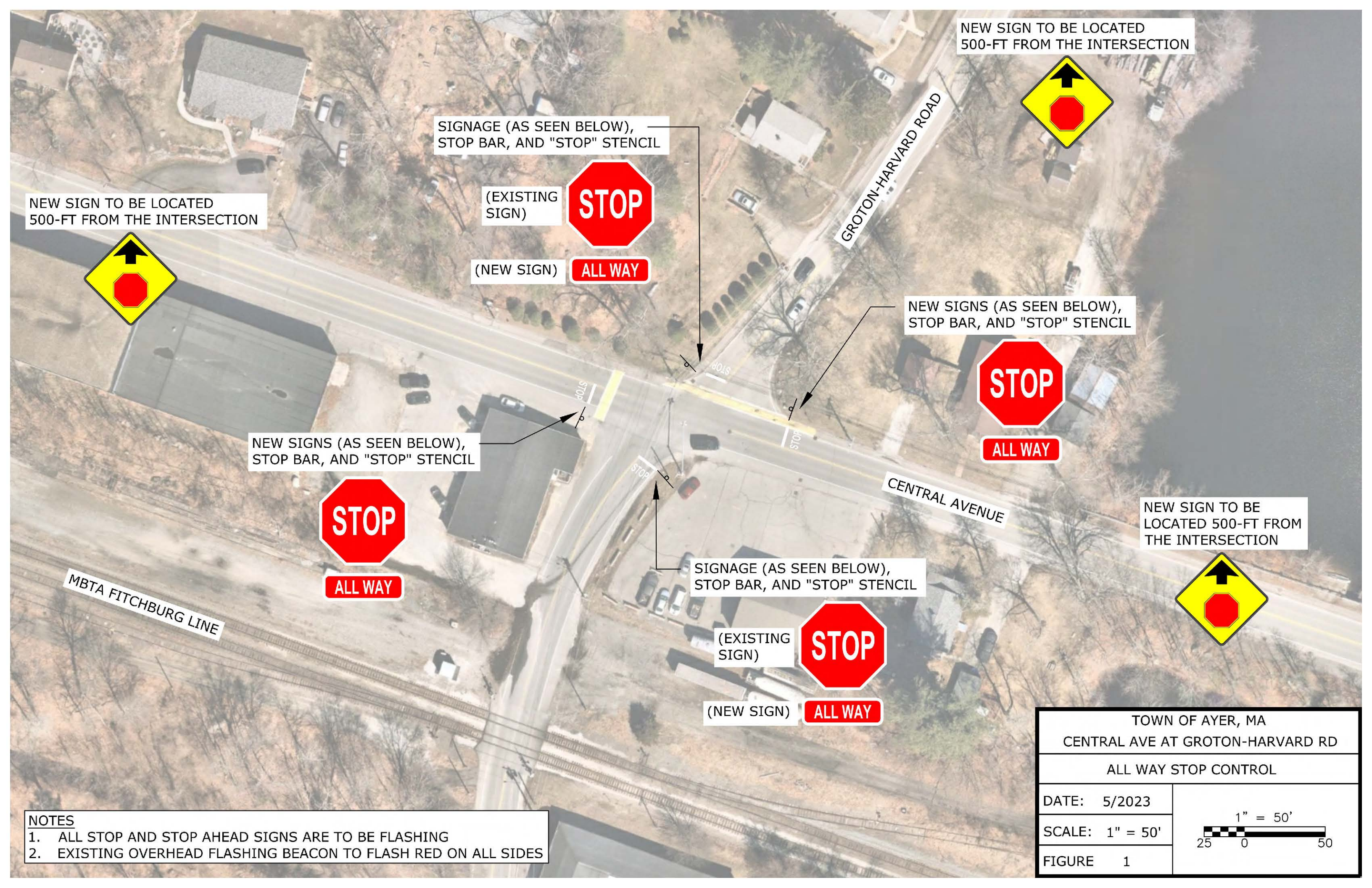
Date: 7/7/2023 Job No. EX-21-0011
Owner: Town of Ayer Project: West Main Street
Dept of Public Works
25 Brook St. Contract # 21DPW11
Ayer MA. 01432
Attention: Dan Van Schalwyk, P.E.
Date of Work: Various Dates COR # 20_Rev01
Description: Proposal for Paving Hot Mix Asphalt Driveways at \$300.00/ton

Quantity		Unit	Rate	Amount
229.58	Hand Paving Driveways (Small Tonnage)	Ton	\$300.00	\$68,874.00
			Total	\$68,874.00

Ayer - West Main Street

Period: 4/12/22 to 6/2/23

Hand Paving Tonnage Breakdown		
<i>Date</i>	<i>Description</i>	<i>Tons</i>
4/12/2022	West Main Street Milling Replacement	75.00
6/24/2022	Devens Plaza Sewer Lateral	25.95
5/16/2023	Driveways	8.06
5/17/2023	Back of Walk at Pinnards	2.94
5/18/2023	Sidewalk Near Verbeck Gate	12.04
5/19/2023	Driveways	22.08
5/22/2023	Driveways	5.96
5/23/2022	Driveways & PJ Albert (25.24 Tons)	37.20
5/25/2023	Driveways	22.38
5/30/2023	Driveways	11.91
6/2/2023	Ruby Donuts, Pinnards & Wu Jung	6.06
Total		229.58 Tons



NEW SIGN TO BE LOCATED
500-FT FROM THE INTERSECTION



SIGNAGE (AS SEEN BELOW),
STOP BAR, AND "STOP" STENCIL

(EXISTING
SIGN)



(NEW SIGN)



NEW SIGN TO BE LOCATED
500-FT FROM THE INTERSECTION



NEW SIGNS (AS SEEN BELOW),
STOP BAR, AND "STOP" STENCIL



NEW SIGNS (AS SEEN BELOW),
STOP BAR, AND "STOP" STENCIL



NEW SIGN TO BE
LOCATED 500-FT FROM
THE INTERSECTION



SIGNAGE (AS SEEN BELOW),
STOP BAR, AND "STOP" STENCIL

(EXISTING
SIGN)



(NEW SIGN)



MBTA FITCHBURG LINE

TOWN OF AYER, MA CENTRAL AVE AT GROTON-HARVARD RD	
ALL WAY STOP CONTROL	
DATE: 5/2023	
SCALE: 1" = 50'	
FIGURE 1	

- NOTES**
- ALL STOP AND STOP AHEAD SIGNS ARE TO BE FLASHING
 - EXISTING OVERHEAD FLASHING BEACON TO FLASH RED ON ALL SIDES

Implementation	
By July 12	<p>Install DPW and Police VMS Sign Boards with notice, also post notice on Fire Station Electronic Board (Dan Van coordinate): JULY 26 BE PREPARED</p> <p>FUTURE 4-WAY STOP</p> <p>CENTRAL AVE AT GHVD RD</p> <p>Post Notice on Web, Social Media, Town Website (Dan Van) Notice shall use Canva, include map changes, include why this is being implemented</p>
On July 18	Make announcement at Select Board meeting
By July 19	<p>Install signage and cover/bag (Highway Division coordinate locations with Engineering/Dan)</p> <p>Issue Townwide Codered (Dan Van)</p>
On July 25	Issue Townwide Codered (Dan Van)
Live Day (July 26th)	<p>10:00 AM Install Pavement Markings (Highway / Police Detail)</p> <p>10:00 AM Schedule Electrician to change light to flashing red</p> <p>Change Sign Board message to: STOP AHEAD</p> <p>Update Fire Dept Sign Board Message</p>
On August 2	Debrief Meeting to discuss how change is working

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

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

Memorandum

Date: June 30, 2023

To: Select Board

From: Dan Van Schalkwyk, P.E., DPW Director

Re: Transfer Station Wednesday Hours

Dear Select Board,

Since July 6, 2022, the Transfer Station has been operating from 7:00AM to 7:00PM on Wednesday’s. Per the ASFCME Local Contract, after one year the Town reserves the right to revert back to the previous Transfer Station operating hours of 7:00AM to 3:00PM on Wednesday’s. Below is a summary of observations since the implementation.

The DPW has collected data of the number of vehicle users during the 3:00PM to 7:00PM time on Wednesday’s over the past year. Here is a summary looking at the monthly average on Wednesday’s 3:00PM to 7:00PM:

Month	Average Number of Users 3:00PM to 7:00PM Wednesdays
Jul-22	35
Aug-22	26
Sep-22	24
Oct-22	18
Nov-22	10
Dec-22	13
Jan-23	16
Feb-23	17
Mar-23	16
Apr-23	16
May-23	17
Jun-23	16

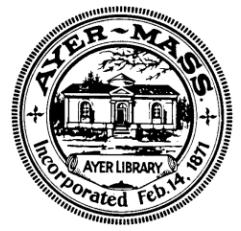
Additionally, below is a tabular summary of the last 3 years of vehicle sticker sales:

	2021 Stickers	2022 Stickers	2023 Stickers
Resident	784	741	678
Senior	444	478	480
Second	121	130	120
Total	1349	1349	1278

I'd like the Board to provide direction regarding the Wednesday evening hours and how to move forward. A few alternatives I think may be worth discussing:

- Continue with Wednesday night hours
- Revert back to 7:00AM to 3:00PM hours
- Seek Feedback. Perhaps setup a survey/QR code at the Transfer Station and make generally available.
- Continue operation through the Summer and evaluate in Fall with Rate Review Committee

**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: July 13, 2023

TO: Ayer Select Board

FROM: Robert A. Pontbriand
Town Manager

SUBJECT: Town Manager's Report for the July 18, 2023 Ayer Select Board Meeting

Dear Honorable Select Board Members,

I am pleased to transmit to you the following Town Manager's Report for the July 18, 2023 Select Board Meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

Administrative Update/Review of Town Warrant(s):

- At the meeting I will provide a brief Administrative Update on the various activities, initiatives, and projects of the Town since the Select Board last met on June 20, 2023.
- I have reviewed, approved, and signed the following Town Warrant(s) since the Select Board last met on June 20, 2023:

Accounts Payable Warrant #23-25 in the amount of \$1,914,210.06 was reviewed, approved, and signed on June 20, 2023.

Payroll Warrant #23-26 in the amount of \$449,636.14 was reviewed, approved, and signed on June 27, 2023.

Accounts Payable Warrant #23-26 in the amount of \$333,241.69 was reviewed, approved, and signed on July 3, 2023.

Payroll Warrant #24-01 in the amount of \$475,535.61 was reviewed, approved, and signed on July 12, 2023.

Accounts Payable Warrant #23-27 in the amount of \$234,340.27 was reviewed, approved, and signed on July 13, 2023.

Appointments:

Insurance Advisory Committee:

- I respectfully recommend that the Select Board appoint Amanda Lewis, Benefits and Payroll Manager, as the Non-Union Representative to the Insurance Advisory Committee (IAC) to term to expire on June 30, 2024.
- I respectfully recommend that the Select Board appoint Kevin Johnston (Retired) as the Retiree Representative to the Insurance Advisory Committee (IAC) to a term to expire on June 30, 2024.

Disabilities Commission:

- I respectfully recommend that the Select Board appoint Donna Lavoie as a member of the Ayer Disabilities Commission to a term to expire on June 30, 2024.

Update on Opioid Settlement Allocation:

- At the meeting I will provide an update on the Opioid Settlement Allocation issue.

Thank you.