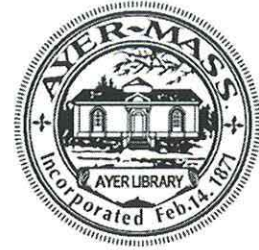


RECEIVED  
JUN 15 2023

12:10pm  


TOWN OF AYER  
TOWN CLERK

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



**Tuesday June 20, 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

**Recognition of Student T-Shirt Designers for the "Independence in the Ayer" Celebration**

6:05 PM\*

**Public Input**

6:10 PM

**Dan Van Schalkwyk, Director, Department of Public Works**

1. Stormwater Utility Update and Brief Presentation
2. Change Order 1 – Third Street Water and Drainage Improvement Project
3. Grove Pond Water Treatment Plant Production and Clearwell Storage Update
4. Sandy Pond Road Complete Street Conceptual Design

6:30 PM

**Request for Abatement – Water Bill**

1. 95 Washington Street

6:35 PM

**Correspondence to MassDevelopment – Moore Airfield Autocross Events**

6:40 PM

**Town Manager's Report**

1. Administrative Update/Review of Town Warrant(s)
2. Reappointments Part 2
3. FY 2023 Year-End Reserve Fund Transfers for Various Town Departments
4. Regional Dispatch Intermunicipal Agreement – One Year Extension
5. ARPA Funding Requests/Proposals
6. Update on Opioid Settlement Allocation

6:55 PM

**New Business/Select Board Member Questions**

1. Proposal for future meeting with Secretary of Housing and Livable Communities (Select Board Member Livingston)

7:00 PM

**Approval of Meeting Minutes**

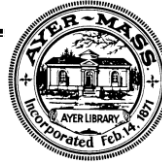
June 6, 2023

7:05 PM

**Adjournment**

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

*The next regularly scheduled meeting on the Select Board is Tuesday July 18, 2023 at 6:00 PM, both in-person and via remote participation.*



## MEMORANDUM

Date: June 14, 2023  
To: Select Board  
From: Dan Van Schalkwyk, P.E., Director  
Kimberly Abraham, Water and Sewer Superintendent  
Matt Herson, Town Engineer  
Subject: **Agenda Items for June 20, 2023, Select Board Meeting**

**1. Stormwater Utility Update and Brief Presentation**

The DPW and its consultant, Tighe and Bond, will provide a brief presentation of the reevaluation of a Stormwater Utility Fund.

**2. Change Order 1 – Third Street Water and Drainage Improvements Project**

Attached is Change Order 1 for the Third Street Water and Drainage Improvements Project. The change order includes the replacement of additional drainage piping and structures not included in the original contract for a total amount of \$59,140.00. This additional drainage infrastructure replacement was not included in the original bid plans due to budgetary concerns at that time.

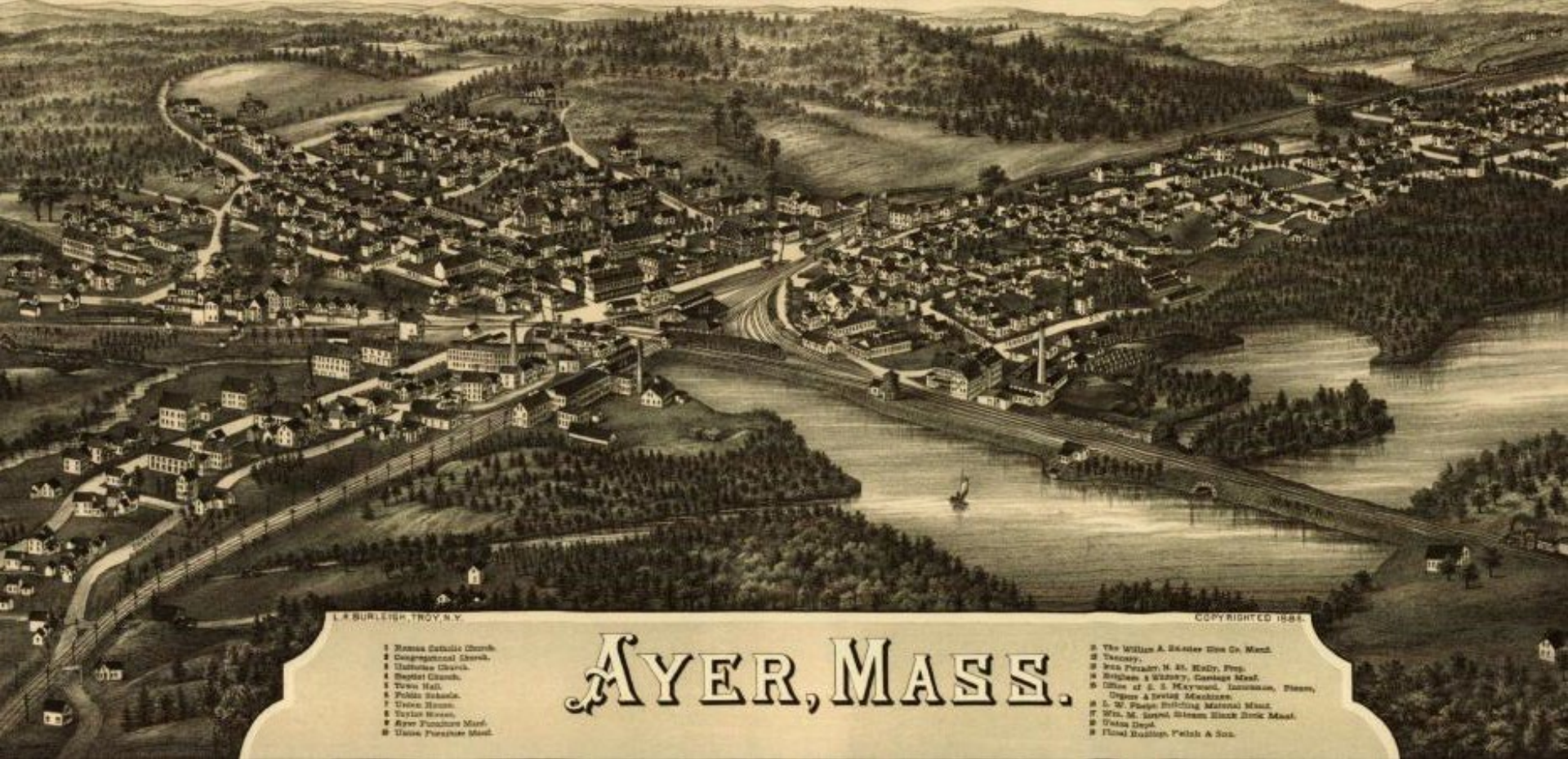
I recommend approval of Change Order No. 1 for the Third Street Water and Drainage Improvements Project in the amount of \$59,140.00 and including the time extension for signature by the Chair.

**3. Grove Pond Water Treatment Plant Production and Clearwell Storage Updates**

Attached please find two memos to the Board; one related to an update of water production at Grove Pond Water Treatment Plant and a second with an update related to implementation of a Clearwell Storage Tank. The DPW will provide a brief update and recommendations. Please note, the DPW is recommending a change to non-essential water restrictions.

**4. Sandy Pond Road Complete Street Conceptual Design**

The DPW contracted with Fuss and O'Neill, a design consultant, to provide conceptual design alternatives for implementation of the Sandy Pond Road Complete Streets project, as identified in the Town's Complete Streets Prioritization Plan. The evaluation was from Snake Hill Road to Westford Road. The DPW will provide a brief presentation of the design concepts and costs.



L. S. BURLING, TROY, N. Y.

COPYRIGHTED 1888.

- Roman Catholic Church
- Congregational Church
- Methodist Church
- Baptist Church
- Town Hall
- Public School
- Union House
- Taylor House
- New Purchase Mill
- Dime Purchase Mill

# AYER, MASS.

- The William A. Bunker Day Co. Mill
- Tinsmith
- John Perdue, H. B. Hedy, Prop.
- Briggs & Wilcox, Carriage Mfrs.
- Office of E. S. Raymond, Insurance, Steam, Engines & Drilling Machinery
- E. W. Fiske, Building Material Mfr.
- Wm. M. Sayre, Steam, Black Iron Mfr.
- Under Dept.
- Floral Builders, Petals & Sns.

# STORMWATER UTILITY UPDATE

## Select Board Meeting, June 20<sup>th</sup>, 2023

Dan Van Schalkwyk PE, Town of Ayer, Director of Public Works  
 Emily Scerbo PE, Tighe & Bond, Vice President & Stormwater Practice Leader



# AGENDA



## **Tonight's Objective:**

Provide an update and obtain feedback from the Board on next steps for establishing a Stormwater Utility

- **Introductions**
- **Ayer's Stormwater Program**
- **History & Past Efforts**
- **Why a Stormwater Utility?**
- **Local & Regional Comparison**
- **Impervious Area**
- **Work to Date**
- **Next Steps**
- **Discussion**

# AYER'S STORMWATER PROGRAM



- **Since 2003, Ayer's Stormwater Management Program has included:**
  - Public Education and Outreach
  - Illicit Discharge Detection & Elimination (i.e., water quality testing of the drain to find pollution)
  - Local Oversight of Construction Sites
  - Local Permitting for New Development and Redevelopment to Control Stormwater Runoff
  - Good Housekeeping and Pollution Prevention in Municipal Operations (e.g., system inspection and maintenance, street sweeping, catch basin cleaning)
- **Learn more at our website:**  
<https://www.ayer.ma.us/stormwater-department>



My Clean Water Act



# AYER'S STORMWATER UTILITY HISTORY



- **2011**

- Town Meeting approves Stormwater Utility Enterprise Fund (Article 31), funding mechanism still needs to be developed

- **2014-2015**

- Stormwater Utility Committee develops funding mechanism, includes public meetings and input from stakeholders
- Proposed funding mechanism presented to Select Board, SB votes to fund stormwater through general fund, Town Meeting subsequently votes to eliminate the Fund

- **Why are we here?**

- 2019: DPW presents stormwater updates to Select Board, Board supports revisiting the stormwater utility
- 2020: Capital funds voted at Town Meeting for consultant support to revisit stormwater utility
- 2021-2022: Stormwater Asset Management Plan developed
- 2023: DPW contracts with Tighe and Bond to reevaluate stormwater utility

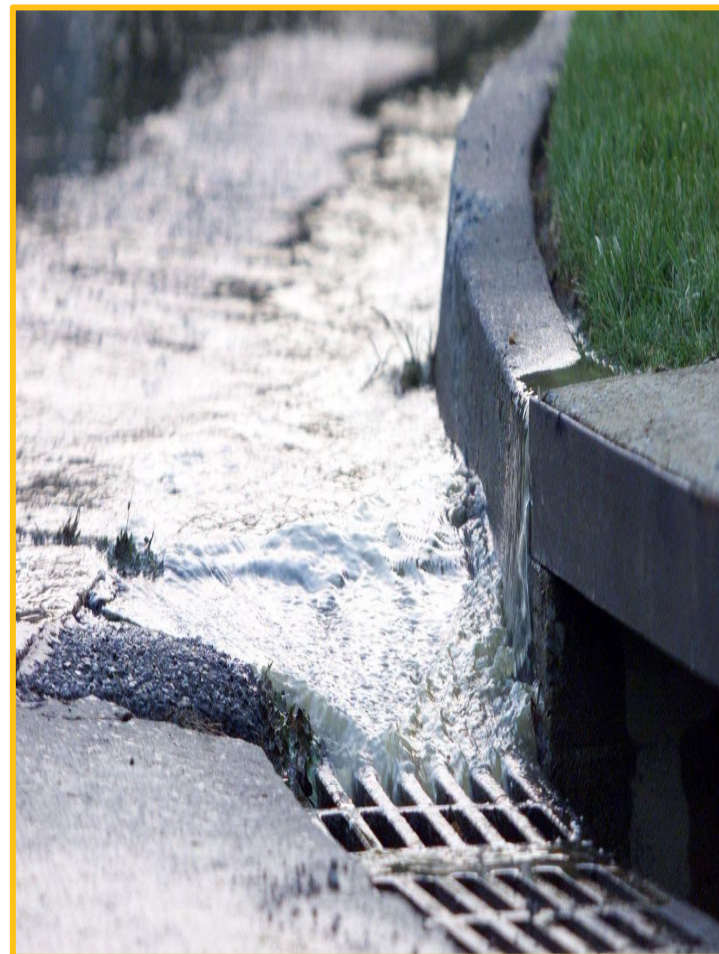
# WHY A STORMWATER UTILITY?

## Sustainable, Long-Term Funding to Meet Program Goals

- **Asset Management Plan**
  - Replacement value of Ayer's drainage system is over \$90 Million
- **Small MS4 General Permit**
  - Expect more stringent requirements in the new Permit, expected for public comment this year

## Benefits of a Stormwater Fee

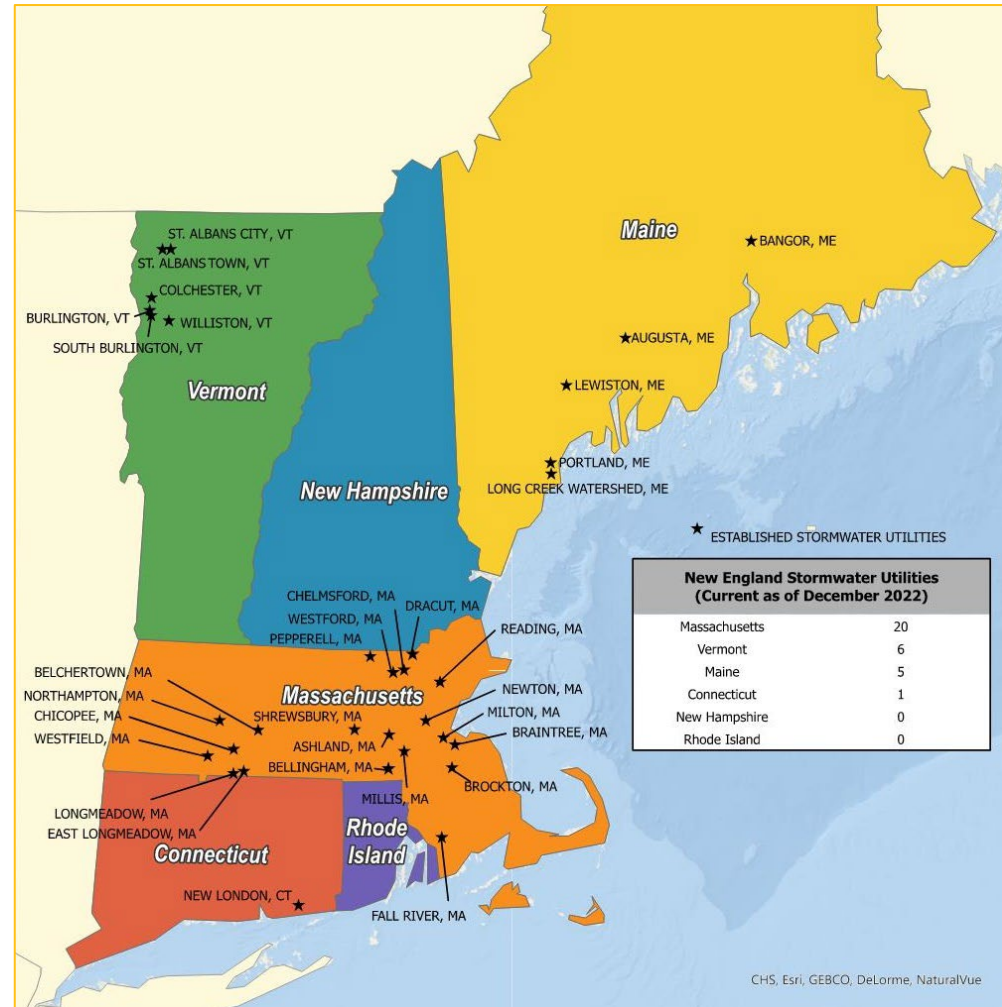
- **Stable:** Dedicated Revenue Source for Financial Sustainability
- **Equitable & Fair:** Based on Stormwater Impact vs. Property Value (Taxes). Includes tax-exempt properties.
- **Flexible:** Utility can pay for all aspects of the program
- **Credit Policy:** Ability to provide a financial incentive for stormwater improvements on private property



# REGIONAL STORMWATER UTILITIES



- Not a New Concept: ~2,000 stormwater utilities in the U.S.
- 20+ in MA as of December 2022
- Must be a clear nexus among Program Cost of Service, User Fees, and Customer Benefits
- Impervious area is the most commonly used method to assess stormwater fees in the U.S.





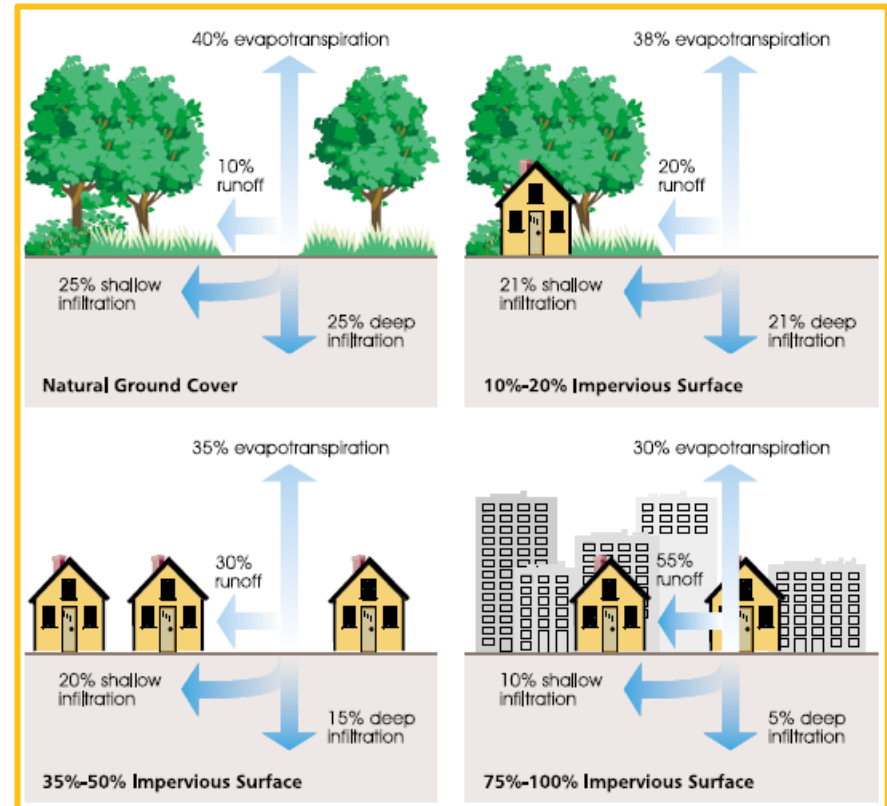
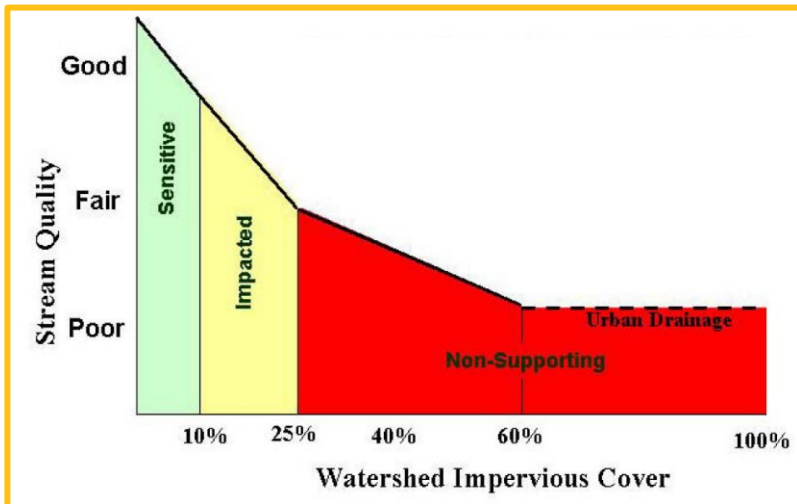
# IMPERVIOUS AREA AS BASIS OF FEE



## Impervious Surfaces

Impervious surface area is the most commonly used metric across the United States to charge for costs related to stormwater services. The more impervious area on a property, the more stormwater the property generates and the greater the demand for Town stormwater services.

Ayer's Impervious Area is about 17%



Center for Watershed Protection. 2003. [Impacts of Impervious Cover on Aquatic Systems: Watershed Protection Research Monograph](#). Center for Watershed Protection, Ellicott City, MD. Pages 1-158

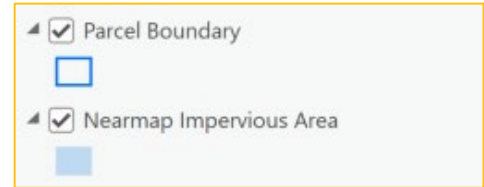
# WORK TO DATE IN AYER



## Example Properties: Single Family Residential (SFR)

- 1 ERU in Ayer is equivalent to 3,200 sq. ft of Impervious Area



Property: 2 Pheasant Circle  
IA: 3,195 Square Feet  
ERU = 1

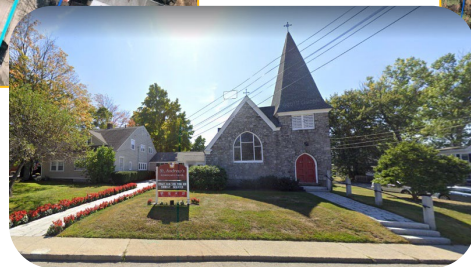


# WORK TO DATE IN AYER

## Example Properties: Non-SFR

Property: 7 Faulkner Street – St. Andrews’s Church  
 IA: 20,316 Square Feet  
 ERU = 7

- Parcel Boundary
- 
- Nearmap Impervious Area
- 



Property: 1 Longview Circle – The Willows Condos  
 IA: 294,953 Square Feet  
 ERU = 93



# EXAMPLE LOCAL STORMWATER FEE STRUCTURES



	<u>Newton</u>	<u>Bellingham</u>	<u>Milton</u>	<u>Westford</u>
<u>Date Adopted</u>	2006	2020	2016	2019
<u>ERU (Equivalent Residential Unit)</u>	N/A	3,025 ft <sup>2</sup> IA	N/A	3,500 ft <sup>2</sup> IA
<u>SFR Fee</u>	\$100/year Flat Fee	\$96/year Flat Fee for SFR & Condos.	\$40-\$520/year 4 Tiers	\$37.50-\$150/year 5 Tiers
<u>Other Residential</u>	\$100/year Flat fee for 2-4 Unit Res	\$192/year Flat fee 2-3 family	\$2.32 per 100 ft <sup>2</sup> IA	\$75/ERU
<u>Large Res., Commercial, Industrial, Tax Exempt</u>	\$0.047 per ft <sup>2</sup> IA Minimum \$150/year	\$96/ERU	\$2.32 per 100 ft <sup>2</sup> IA	\$75/ERU



## NEXT STEPS & TIMELINE

- **Convene an Advisory Group**
  - First meeting in July and meet regularly throughout the process
- **Refine Budget Projections**
- **Present Rate Structure Alternatives for Discussion**
- **Town Counsel Guidance**
  - Bylaws, Regulations & Town Warrant
- **Outreach Plan & Schedule**
  - Develop & distribute educational materials
  - Stakeholder Workshop
  - Additional Meetings with the Select Board
- **Adoption: Special Town Meeting 2023 or Annual Town Meeting 2024**
- **Develop Credit Policy & Abatements**

# Questions & Discussion

- What is the Board's opinion on the process and timeline?
- All suggestions, questions and concerns welcome

Emily Scerbo | 508.471.9606 | [EJScerbo@tighebond.com](mailto:EJScerbo@tighebond.com)

Dan Van Schalkwyk | 978.772.8240 | [dVanSchalkwyk@ayer.ma.us](mailto:dVanSchalkwyk@ayer.ma.us)

**SECTION 00842  
CHANGE ORDER**

**No. 1**

Date of Issuance: 6/12/2023 Effective Date: \_\_\_\_\_

Project:	Owner: <b>Town of Ayer</b>	Owner's Contract No.: <b>23DPW06</b>
Contract: <b>Third Street Water and Drain Improvements</b>	Date of Contract:	
Contractor: <b>CHB Excavating</b>	Engineer's Project No.:	

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

Description: **Replacement of additional drainage structures and piping**

Attachments: **Change Order 1 – Sketch**  
**Change Order 1 - Estimate**

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
----------------------------------	----------------------------------

Original Contract Price:  \$422,700.00	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): 8/11/2023 Ready for final payment (days or date): 9/10/2023
--	---

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:  \$0.00	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): N/A Ready for final payment (days): N/A
--	---

Contract Price prior to this Change Order:  \$422,700.00	Contract Times prior to this Change Order: Substantial completion (days or date): 8/11/2023 Ready for final payment (days or date): 9/10/2023
--	---

<u>(Increase)</u> [Decrease] of this Change Order:  \$59,140.00	<u>(Increase)</u> [Decrease] of this Change Order: Substantial completion (days or date): 45 days Ready for final payment (days or date): 45 days
---	---

Contract Price incorporating this Change Order:  \$481,840.00	Contract Times with all approved Change Orders: Substantial completion (days or date): 9/25/2023 Ready for final payment (days or date): 10/25/2023
---	---

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

# Change Order Instructions

---

## **A. GENERAL INFORMATION**

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

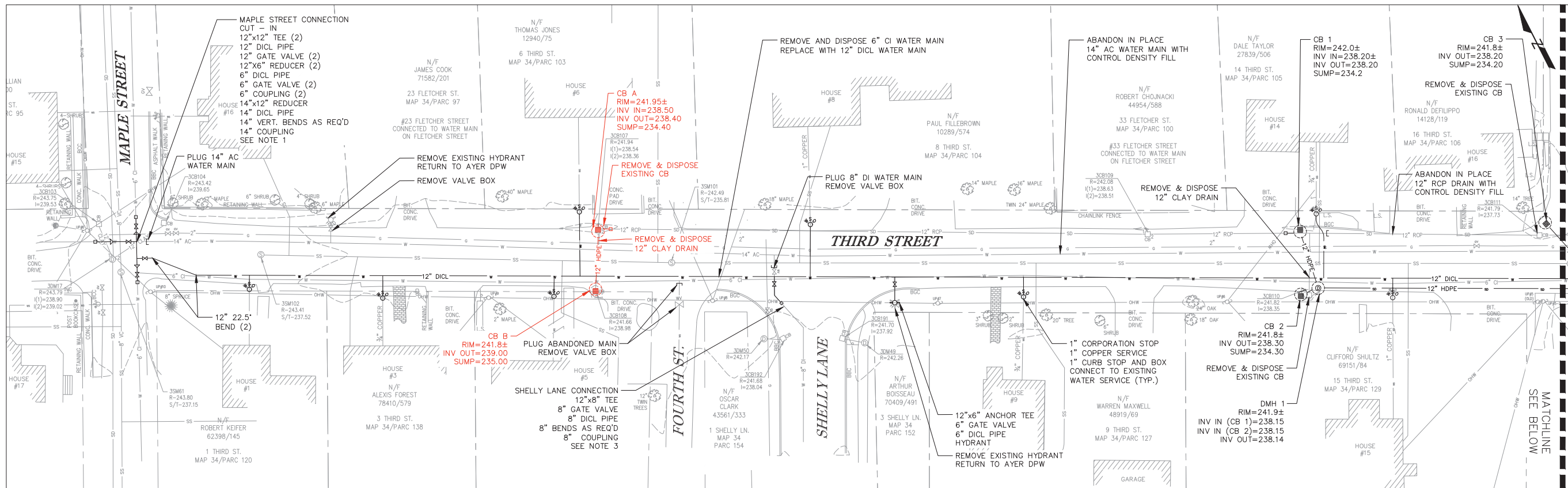
## **B. COMPLETING THE CHANGE ORDER FORM**

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

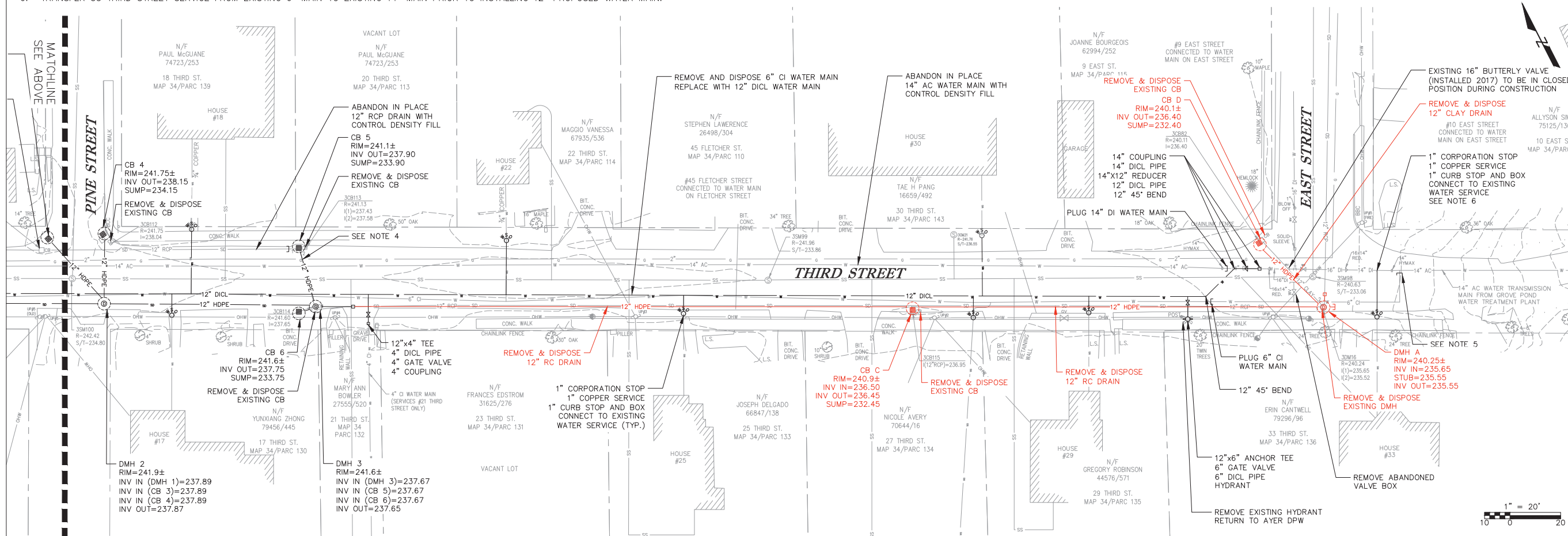
Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.






- NOTES**
- CUT-IN WORK AT MAPLE STREET/THIRD STREET INTERSECTION REQUIRES TEMPORARY SHUTDOWN OF WATER MAINS ON MAPLE STREET, THIRD STREET, AND SHELLY LANE. TEMPORARY BYPASS SYSTEM PLAN MUST BE OPERATIONAL PRIOR TO CUT-IN WORK. TEMPORARY BYPASS SYSTEM PLAN MUST BE SUBMITTED TO AND APPROVED BY AYER DPW PRIOR TO ITS INSTALLATION.
  - EXISTING 6" & 14" WATER MAINS ARE NOT CONNECTED AT INTERSECTION OF MAPLE STREET & THIRD STREET.
  - EXISTING 8" WATER MAIN ON SHELLY LANE IS CONNECTED TO EXISTING 14" WATER MAIN ON THIRD STREET.
  - CONDUCT TEST PIT TO DETERMINE ELEVATION OF EXISTING 2" GAS MAIN. REPORT TO AYER DPW PRIOR TO INSTALLING PROPOSED DRAINAGE.
  - IT IS UNKNOWN IF EXISTING 6" & 14" WATER MAINS ARE CONNECTED AT THE INTERSECTION OF THIRD STREET AND EAST STREET. CONTRACTOR TO CONDUCT TEST PIT AT THIS LOCATION. CONTRACTOR TO CUT & CAP 6" MAIN FROM 14" MAIN IF FOUND TO BE CONNECTED.
  - TRANSFER 33 THIRD STREET SERVICE FROM EXISTING 6" MAIN TO EXISTING 14" MAIN PRIOR TO INSTALLING 12" PROPOSED WATER MAIN.



**CERTIFICATION:**

STATUS:

**ENGINEER:**



Ayer DPW  
25 Brook Street  
Ayer, Massachusetts

**REVISIONS:**

MARK	DATE	DESCRIPTION
△ 6/12/2023		CHANGE ORDER 1

**PROJECT:**

THIRD STREET WATER AND DRAIN IMPROVEMENTS  
AYER, MA

**FILE NAME:**  
S:\7-Water\Water Main Improvements\Third Street\Drawings

**AUTHOR:** DELANEY YORK  
**DRAFTER:** DELANEY YORK  
**CHECKED BY:** MATT HERRON, P.E.  
**DATE:** FEBRUARY 2023

**SHEET TITLE:**  
PROPOSED CONDITIONS  
THIRD STREET

**SHEET:**

**Third Street Water and Drainage Improvements Project**

**DPW Contract 23DPW06**

**Change Order 1 Estimate**

<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
9	Trench Temporary Bituminous Pavement	190	SY	\$ 36.00	\$ 6,840.00
11A	Catch Basin	4	EA	\$ 6,000.00	\$ 24,000.00
11B	Drain Manhole	1	EA	\$ 6,800.00	\$ 6,800.00
12	12" HDPE Drain Pipe	430	LF	\$ 50.00	\$ 21,500.00
<b>TOTAL AMOUNT</b>				<b>\$</b>	<b>59,140.00</b>

## DEPARTMENT OF PUBLIC WORKS

Daniel Van Schalkwyk, P.E., Director  
Kimberly Abraham, Water and Sewer Superintendent  
Matt Hernon, P.E., Town Engineer  
Pamela J. Martin, Business Manager



## Water Division

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

### Memorandum

To: Town of Ayer Select Board

From: Dan Van Schalkwyk, P.E., DPW Director  
Kimberly Abraham, Water and Sewer Superintendent  
Matt Hernon, P.E., Town Engineer

Date: June 14, 2023

RE: Grove Pond Clearwell Update

After much discussion, the Ayer DPW is moving forward with a Clearwell and Finished Water Pump Station at the Grove Pond Water Treatment Plant. The project is needed to restore the Water Production Capacity of the Grove Pond Facility to levels experienced prior to the PFAS treatment system.

The first phase of this project is hiring a consultant for Design and Bidding. It is estimated that this may cost \$300,000. The second phase is Construction. The preliminary cost estimate of this is \$2,745,000.

#### Potential Schedule

The aggressive schedule that we are pursuing is as follows. Once a source of funding is identified, we will move forward with advertising a Request for Proposal (RFP) to hire a consultant for Design and Bidding of the clearwell and finished water pumping station in the summer/fall of 2023. Getting a Design and Bidding completed by the end of this winter 2024 may mean that construction could be scheduled to begin as soon as the Fall 2024 and we can have the project completed by the winter of 2024/2025.

#### Funding

Ayer DPW is working to quickly secure funding for the first phase while we work to secure funding for the second phase. Summarized below are potential funding sources that the DPW is pursuing.

- Army Grant – The Grove Pond Treatment Facility was able to implement PFAS treatment with generous grant money from the Army. The need of additional treatment process of a clearwell is necessary due to the PFAS contamination of the Grove Pond Wellfield and we are pursuing additional funding to pay for the clearwell project.
- American Rescue Plans Act (ARPA) Funds – The Town of Ayer has ARPA Funds available that can be utilized quickly to get the first phase of the project underway.



## DEPARTMENT OF PUBLIC WORKS

## Water Division

Daniel Van Schalkwyk, P.E., Director  
Kimberly Abraham, Water and Sewer Superintendent  
Matt Hemon, P.E., Town Engineer  
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25 BROOK STREET  
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- State Revolving Fund (SRF) Loan – The Massachusetts Department of Environmental Protection administers the Drinking Water State Revolving Fund (DWSRF) program to provide low interest loans to public water systems for drinking water infrastructure improvement projects.
- United States Department of Agriculture Rural Development (USDA RD) Revolving Funds - This program provides financing to extend and improve water and waste disposal systems in rural areas with populations of 10,000 or less.
- Congressionally Directed Spending (CDS) Requests – CDS Requests are “earmarks” awarded to a community or utility from the Congressional and/or Senate delegation that represents our area. The application deadline for FY24 has passed, but this may be an option for the second phase of this project.

All of these funding sources have their pros and cons. We ask that the Select Board consider allocating ARPA Funds towards the first phase of this project to best keep to our aggressive schedule.





Daniel Van Schalkwyk, P.E., Director  
Kimberly Abraham, Water and Sewer Superintendent  
Matt Hemon, P.E., Town Engineer  
Pamela J. Martin, Business Manager

25 BROOK STREET  
AYER, MASSACHUSETTS 01432  
T: (978) 772-8240  
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**Memorandum**

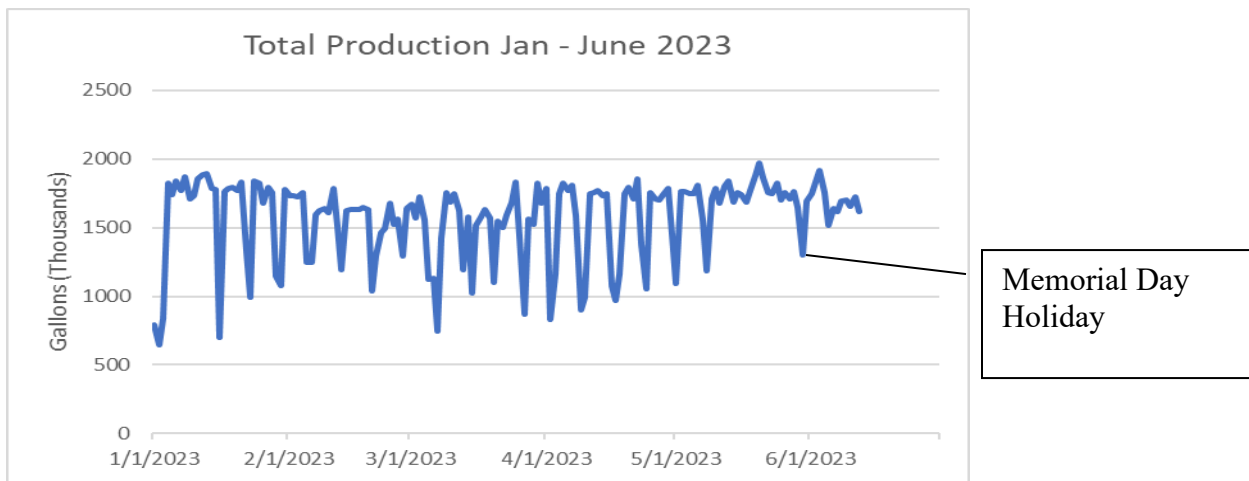
To: Town of Ayer Select Board

From: Dan Van Schalkwyk, P.E., DPW Director  
Kimberly Abraham, Water and Sewer Superintendent  
Matt Hemon, P.E., Town Engineer

Date: June 14, 2023

RE: Water Production Update

Drinking water production, operations, and tank levels have been closely monitored. A trend that has been identified is that water production has remained high throughout the month of May and June. The treatment facilities are still producing water with only a few short breaks.



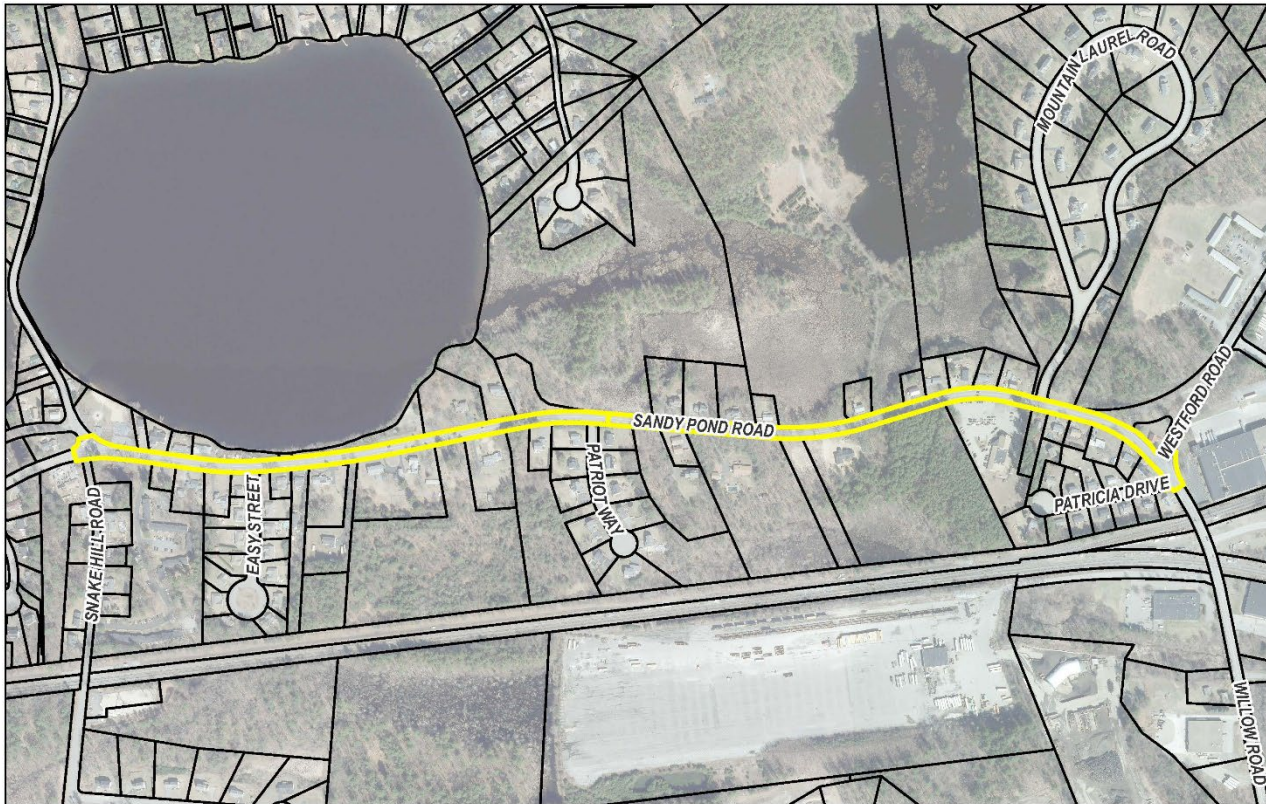
DPW staff along with the Town Manager met with our largest commercial user on June 7<sup>th</sup> to request that they modify production through the summer months that traditionally see the highest consumption. Since this meeting, we have noticed a change in their water use but have not noticed a change in overall water consumption and production.

It may be time to ask for more conservation measures by all of our customers and declare a State of Water Supply Conservation. We suggest that as of July 1<sup>st</sup>, all Town irrigation systems be banned from use until further notice. In addition, all other customers restrict irrigation use to odd/even day outdoor watering but on the weekends only. This means that no watering will be allowed during the weekdays. Handheld watering would still be allowed.



# Sandy Pond Road Complete Streets Improvements

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Town of Ayer  
Department of  
Public Works  
June 2023



# What is a Complete Street?

- MassDOT: “A Complete Street is one that provides safe and accessible options for all travel modes – walking, biking, transit and vehicles – for all ages and disabilities”.



# MassDOT Complete Streets Funding Program

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- 2016: MassDOT launches Complete Streets funding program
- 2017 - Town of Ayer Complete Streets Prioritization Plan
- 2019 - School Street Sidewalk (\$203,118)
- 2023 - Ayer eligible for funding again (\$500,000)





# Sandy Pond Road (Snake Hill Road to Westford Road)

---

- Identified on Ayer's Complete Streets Prioritization Plan
- 50' Right-of-Way, 4,800' long (0.9 Miles)
- ~30' Wide Road (13' wide travel lanes, 1' – 2' wide shoulders)
- No sidewalks, curbing, bike lanes, or ADA compliant crossings



# Sandy Pond Road – Typical Section

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# Sandy Pond Road at Snake Hill Road

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# Sandy Pond Road at Easy Street

---



# Sandy Pond Road at Patriot Way

---



# Sandy Pond Road at Mountain Laurel Road

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# Sandy Pond Road at Westford Rd & Willow Rd

---



# Sandy Pond Road – Complete Streets Study (Snake Hill Road to Westford Road)

---

- The DPW requested funding from Town Meeting for the Study after receiving numerous requests to complete the project
- Ayer DPW contracted with Fuss & O’Neill (Consultant) to provide “complete street” conceptual design & cost estimate
- Two concept options studied





# Consultant's Concept 'A' – Shared Use Path

---

- 11' wide travel lanes with 2' wide shoulders
- 8' to 10' wide “shared-use” path (south side of roadway)
- Mill & overlay of roadway + pavement markings
- Drainage upgrades and granite curbing
- Flashing Beacons (Snake Hill Road and Mount Laurel Road)
- Preliminary Estimate: \$1,800,000



# Consultant's Concept 'B' – Sidewalk & Bike Lanes

---

- 11' wide travel lanes with 5' wide bike lanes (each side)
- 5' wide sidewalk (south side of roadway)
- Mill & overlay of roadway and new pavement markings
- Drainage upgrades and granite curbing
- Flashing Beacons (Snake Hill Road and Mount Laurel Road)
- Preliminary Estimate: \$1,700,000



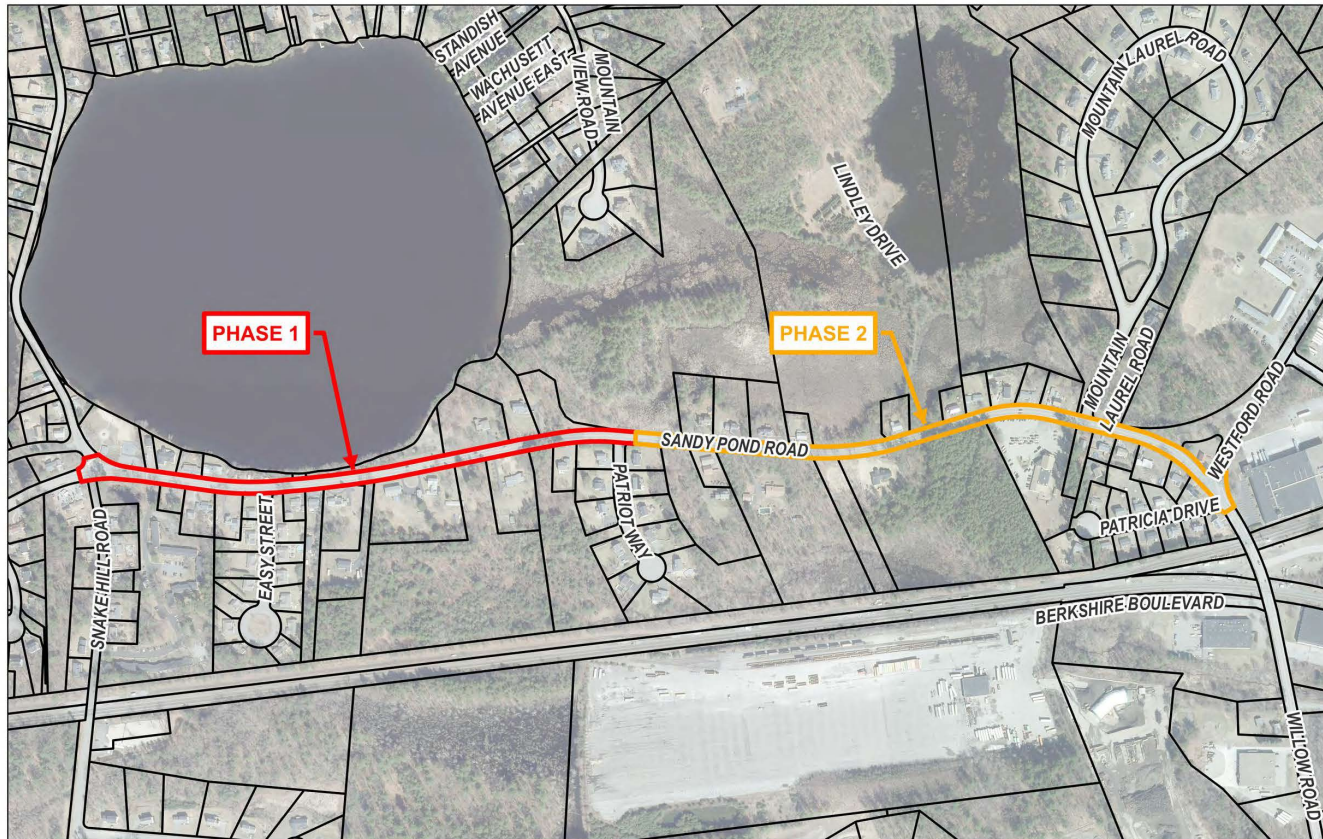
# Consultant's Conclusion

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- Concept 'B' (Sidewalk & Bike Lanes) is preferred
- Cost can be reduced significantly through value engineering
- Recommend phasing construction to maximize use of funding

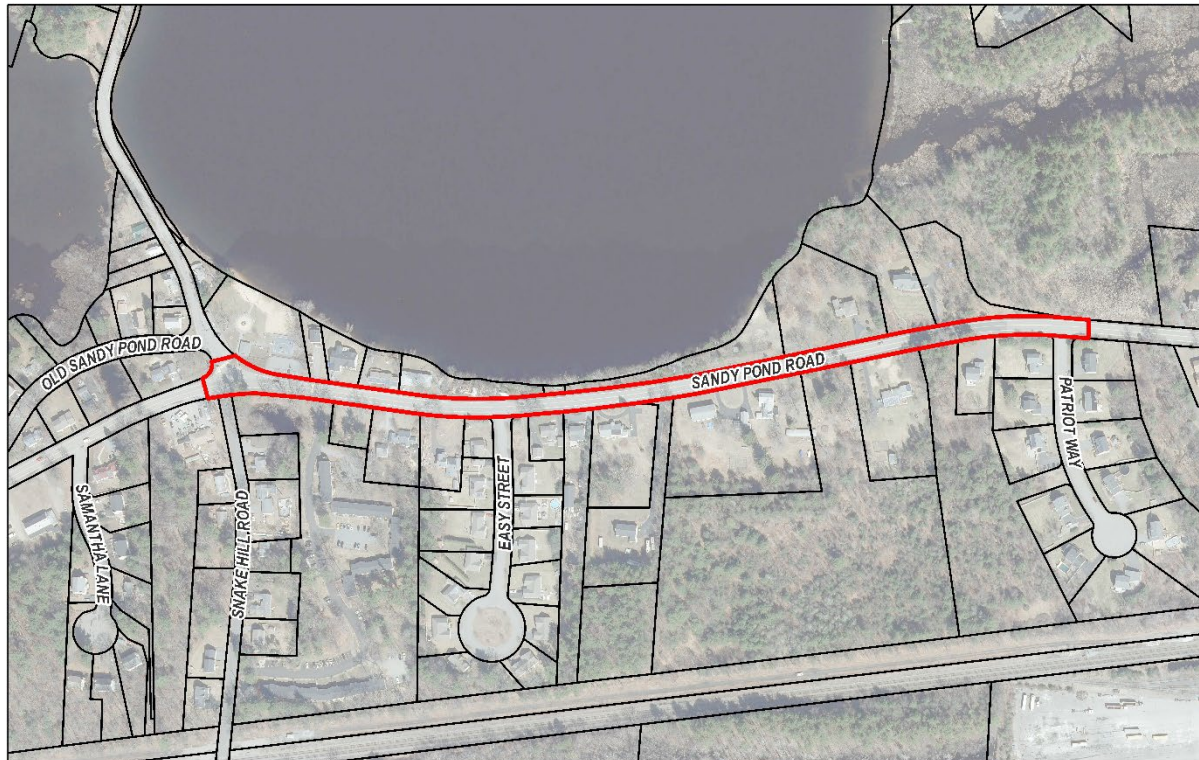


# Recommended Construction Phasing



# Sandy Pond Road Phase 1 Snake Hill Road to Patriot Way

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# Sandy Pond Road Phase 1 Snake Hill Road to Patriot Way

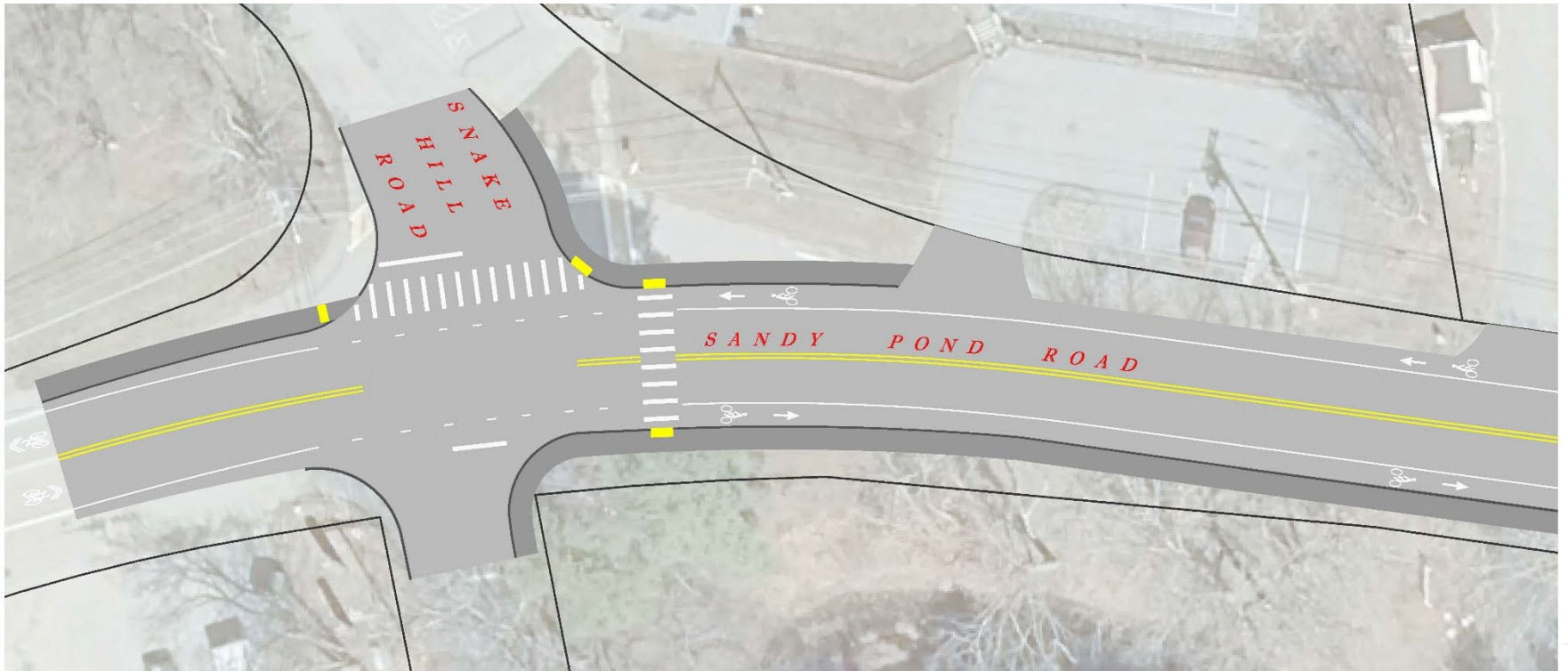
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- April 2023 – Complete Streets funding application (\$500,000) submitted for Phase 1
- Phase 1 can be value-engineered close to \$500,000
- Ayer DPW would provide design, permitting, and construction management of Phase 1 work



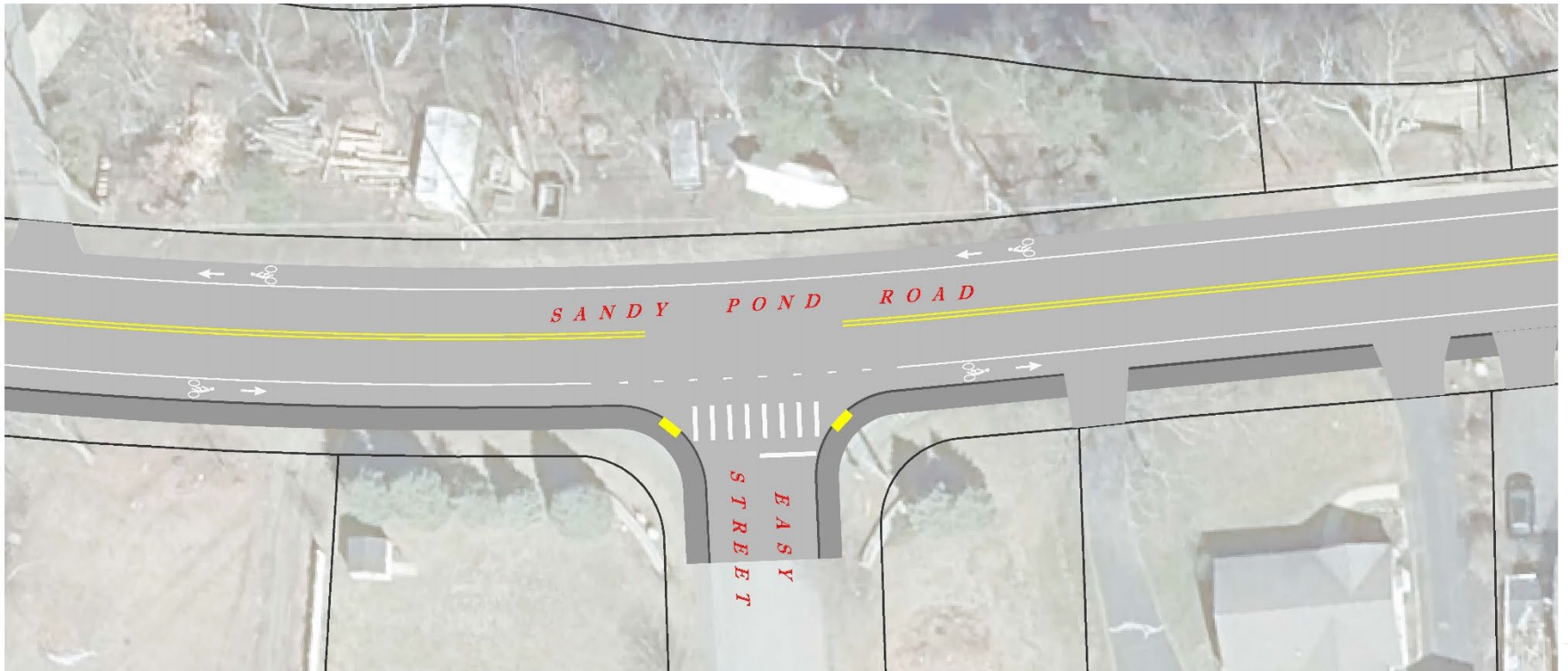
# Sandy Pond Road at Snake Hill Road Conceptual Plan

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# Sandy Pond Road at Easy Street Conceptual Plan

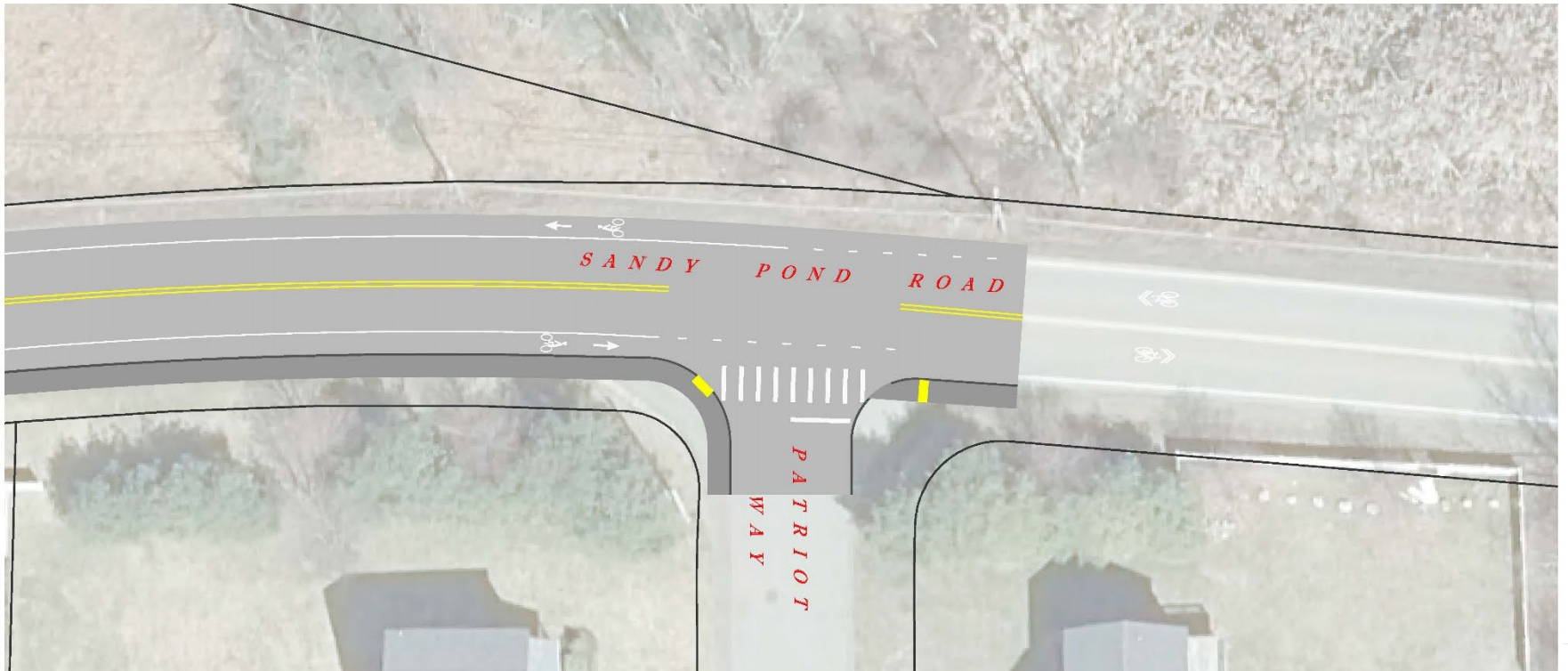
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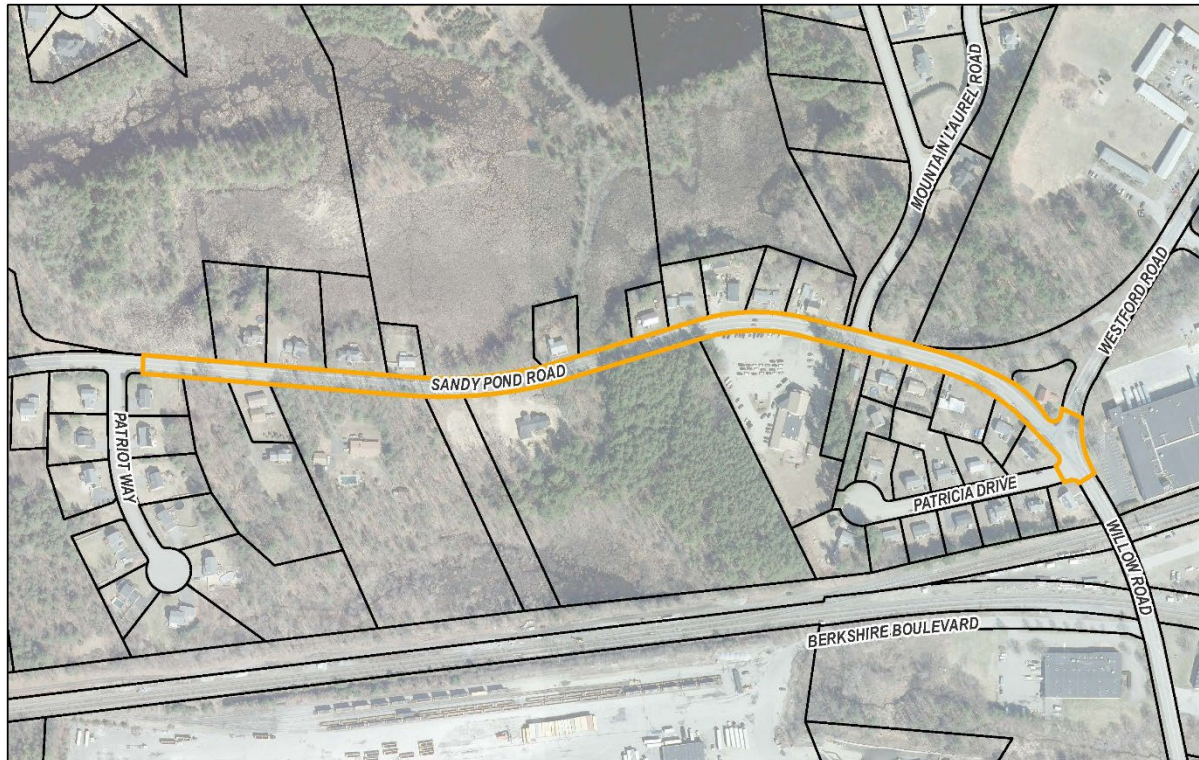
# Sandy Pond Road at Patriot Way Conceptual Plan

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# Sandy Pond Road Phase 2 Patriot Way to Westford Road

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# Sandy Pond Road Phase 2 Patriot Way to Westford Road

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- Phase 2 can be value engineered close to \$500,000
- DPW investigating other funding alternatives to expedite Phase 2 construction
- DPW would wait until 2027 to apply for Phase 2 Construction through MassDOT Complete Streets Funding



# Next Steps

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- Public Information and Input Meeting
- Begin design for Phase 1 work



## Ayer Water Bill Abatement

To the Members of the Ayer Select Board.

My name is Matthew Murphy, I reside at 95 Washington St. I respectfully request an abatement of the water bill for the periods of 5/2/2022 to 8/1/2022, 8/2/2022 to 11/1/2022, and 11/2/2022 to 2/1/2023.

In August of 2022, I received a bill for 2200 cubic feet of water usage. I initially wrote this off as the result of having a local landscaper install a new lawn on my property. I wondered at the time if the spike was due to increased watering, however that much watering is implausible. Also, during this period in June 2022, I noticed the outside spicket was leaking when water was supplied to it. The next day I hired a plumber to install a new spigot and shut off valve which remedied the leaking spigot.

I then received a second bill in November of 2022 which measured my usage at 2400 cubic feet. I typically stop watering my lawn in late September, so I was suspicious of the increased usage. At this time, I put food coloring in my toilet tanks to see if the flappers in the toilet were leaking, they were not. Finally, the third bill came in February 2023 calculating my usage at 2300 Cubic Feet. At the end of February, I reached out to the DPW to inquire about a possible issue with my meter or the radio transmitter. On March 2, the technician arrived, and I showed him around the property, as he noted in his work order 5372 dated March 2, 2023, there were no signs of leaky toilets, sinks or plumbing. He then replaced the meter with a digital meter, and the radio transmitter following the replacement of these items, during the next billing period from February 2 to April 1 my usage returned to the previous usage range. The meter removed from the property was installed in 2013 and the radio transmitter was installed in 2016.

During this period between August 2022 and February 2023 the usage more than doubled the average usage over the previous 22 billing cycles, or 1200 Cubic feet of water every 90 days. To put this into perspective, this amounts to 8,976 gallons of water or 100 gallons of water per day more than the previous 22 billing cycles. There is no explanation for this increase in usage, I do not have additional people living in my home, there are no leaks, and we have not had any running toilets that were running for the entire period of the increased usage. My reason for requesting this abatement is simple, there are only three variables that the increased water usage was caused by: increased usage, a leak, or faulty equipment.

We have not had any long-term guests that have stayed at our house. If there was a 100 gallon a day leak in my home, I am positive I would have caught it moreover, if there was a leak in my yard, I would have seen the erosion. Additionally, we made no changes and had no repairs done to the plumbing for leaks and at the end of March 2023 the new meter showed no leaks. The only variable that did change was the equipment and once that change was made the usage returned to the usage range of the previous 22 billing cycles.

To put the amount of water into visual perspective the increase from the May 2022 bill to the August 2022 bill was 900 cubic feet or just over 6,732 gallons of water. Below is a picture of a 6,000-gallon tank:



The dimensions of this storage tank are 14 feet high and 9 feet in diameter. It is the contention of the DPW that the equivalent of this tank was coming into my home every 90 days for 270 days. I respectfully ask that the Board grant an abatement in the form of a credit for the billed usage above the average bill. I am happy to answer any questions at our meeting on June 20, 2023.

Thank you,

Matthew Murphy

# DEPARTMENT OF PUBLIC WORKS

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



Water, Wastewater, Highway & Solid Waste Divisions

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

May 24, 2023

Mr. Matthew Murphy  
95 Washington Street  
Ayer, MA 01432

## **RE: Request for Abatement of Water & Sewer Bill – 95 Washington Street**

Dear Mr. Murphy:

The DPW has received your correspondence regarding your recent water and sewer bills and has reviewed for consideration of an abatement.

Per the attached billing summary, usage was generally in the low 1,000s of cubic feet in a given quarter until August 26, 2022 usage which was 2,200 cubic feet. Subsequent readings of November 1, 2022 and February 21, 2023 were 2,400 cubic feet and 2,300 cubic feet, respectively. The DPW responded and began evaluating the situation.

The meter installed at the property was a Sensus meter which did not allow data logging to evaluate if a continuous flow condition was present. On March 2, 2023, the DPW Water Meter Technician visited the property to perform leak detection analysis of the Sensus meter and found no evidence of leaks, the meter was working properly. The Technician noted through conversation a leaking outdoor spicket had been replaced in June. Also on March 2, 2023, the meter and radio were upgraded, and data logging is now possible. Data logging was subsequently performed on March 31, 2023, and there was no indication of continuous flow, the data appears more in line with the usage prior to the 3 high quarters.

Reviewing the information, in my opinion, there is not sufficient evidence to support an abatement and I cannot authorize one. The evidence indicates water passed through the meter and it was working properly.

Please note, although I will not authorize an abatement, you do have the option of requesting an abatement through the Select Board, who are the Water and Sewer Commissioners for the Town.

Should you have any questions, please do not hesitate to contact this office.

Regards,

**AYER DEPARTMENT OF PUBLIC WORKS**

Dan Van Schalkwyk, P.E.  
Director



<b>Customer Transaction Summary</b>
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**Customer Information**

Account No: 03526  
 MATTHEW MURPHY  
 95 WASHINGTON ST  
 AYER, MA 01432

**Location Information**

Location No: 0600089000  
 95 WASHINGTON ST  
 AYER, MA 01432

Date	Type	More Info	Reading	Usage	Prior Balance	Transaction Amount	Balance
11/16/2016	F Charge	11/03/2016	126 1	700	0.00	67.76	67.76
12/27/2016	Payment	CHECK			67.76	-67.76	0.00
02/15/2017	Charge	02/01/2017	136 1	1000	0.00	96.80	96.80
03/13/2017	Payment	CHECK			96.80	-96.80	0.00
05/17/2017	Charge	05/08/2017	146 1	1000	0.00	96.80	96.80
07/14/2017	Interest				96.80	0.30	97.10
08/15/2017	Interest				97.10	1.15	98.25
08/28/2017	Charge	08/17/2017	156 1	1000	98.25	99.30	197.55
09/15/2017	Interest				197.55	1.16	198.71
10/16/2017	Interest				198.71	1.03	199.74
11/03/2017	Payment	CHECK			199.74	-98.00	101.74
11/15/2017	Interest				101.74	3.15	104.89
11/15/2017	Charge	11/08/2017	164 1	800	104.89	79.44	184.33
12/18/2017	Interest				184.33	1.17	185.50
01/16/2018	Interest				185.50	1.89	187.39
02/15/2018	Interest				187.39	2.44	189.83
02/15/2018	Charge	02/05/2018	178 1	1400	189.83	139.02	328.85
03/15/2018	Interest				328.85	2.04	330.89
04/11/2018	Payment	CHECK			330.89	-328.85	2.04
05/17/2018	Charge	05/03/2018	188 1	1000	2.04	99.30	101.34
08/15/2018	Interest				101.34	1.82	103.16
08/22/2018	Charge	08/07/2018	198 1	1000	103.16	102.40	205.56
09/17/2018	Interest				205.56	1.46	207.02
10/16/2018	Interest				207.02	1.63	208.65
11/15/2018	Interest				208.65	2.88	211.53
11/16/2018	Charge	11/07/2018	207 1	900	211.53	92.16	303.69
12/17/2018	Interest				303.69	2.03	305.72
01/15/2019	Interest				305.72	2.66	308.38
02/15/2019	Interest				308.38	3.78	312.16
02/20/2019	Charge	02/07/2019	219 1	1200	312.16	122.88	435.04
03/15/2019	Interest				435.04	3.60	438.64
04/16/2019	Interest				438.64	4.87	443.51
05/15/2019	Interest				443.51	4.42	447.93
05/20/2019	Charge	05/07/2019	230 1	1100	447.93	112.64	560.57
06/14/2019	Interest				560.57	6.53	567.10
06/29/2019	Payment	PAYIMP			567.10	-560.57	6.53
08/22/2019	Charge	08/08/2019	238 1	800	6.53	84.16	90.69
10/15/2019	Interest				90.69	0.69	91.38
11/15/2019	Interest				91.38	0.88	92.26
11/19/2019	Charge	11/07/2019	247 1	900	92.26	94.68	186.94
12/16/2019	Interest				186.94	0.99	187.93
01/15/2020	Interest				187.93	1.69	189.62
02/10/2020	Payment	PAYIMP			189.62	-186.94	2.68
02/21/2020	Charge	02/05/2020	258 1	1100	2.68	115.72	118.40
04/14/2020	Interest				118.40	0.68	119.08
05/15/2020	Interest				119.08	1.60	120.68



<b>Customer Transaction Summary</b>
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**Customer Information**

Account No: 03526  
 MATTHEW MURPHY  
 95 WASHINGTON ST  
 AYER, MA 01432

**Location Information**

Location No: 0600089000  
 95 WASHINGTON ST  
 AYER, MA 01432

Date	Type	More Info	Reading	Usage	Prior Balance	Transaction Amount	Balance
05/20/2020	Charge	05/07/2020	270 1	1200	120.68	126.24	246.92
06/15/2020	Interest				246.92	0.79	247.71
07/15/2020	Interest				247.71	2.97	250.68
08/17/2020	Interest				250.68	1.64	252.32
08/18/2020	Charge	08/03/2020	279 1	900	252.32	99.36	351.68
08/27/2020	Payment	PAYIMP			351.68	-351.68	0.00
11/24/2020	Charge	11/03/2020	288 1	900	0.00	99.36	99.36
01/15/2021	Interest				99.36	0.04	99.40
02/16/2021	Interest				99.40	1.18	100.58
02/19/2021	Charge	02/03/2021	300 1	1200	100.58	132.48	233.06
02/28/2021	Payment	PAYIMP			233.06	-233.06	0.00
05/18/2021	Charge	05/03/2021	311 1	1100	0.00	121.44	121.44
06/25/2021	Payment	PAYIMP			121.44	-121.44	0.00
08/17/2021	Charge	08/03/2021	322 1	1100	0.00	126.72	126.72
10/15/2021	Interest				126.72	0.54	127.26
11/15/2021	Interest				127.26	2.19	129.45
11/17/2021	Charge	11/01/2021	333 1	1100	129.45	126.72	256.17
12/15/2021	Interest				256.17	1.49	257.66
01/18/2022	Interest				257.66	2.72	260.38
02/15/2022	Interest				260.38	3.09	263.47
02/23/2022	Charge	02/02/2022	347 1	1400	263.47	161.28	424.75
02/28/2022	Payment	CHECK			424.75	-256.72	168.03
04/15/2022	Interest				168.03	0.26	168.29
05/16/2022	Interest				168.29	2.91	171.20
05/23/2022	Charge	05/02/2022	360 1	1300	171.20	149.76	320.96
06/15/2022	Interest				320.96	1.97	322.93
07/15/2022	Interest				322.93	1.29	324.22
08/15/2022	Interest				324.22	5.60	329.82
08/26/2022	Charge	08/01/2022	382 1	2200	329.82	259.38	589.20
09/15/2022	Interest				589.20	1.90	591.10
10/14/2022	Interest				591.10	7.51	598.61
10/31/2022	Payment	PAYIMP			598.61	-589.20	9.41
11/16/2022	Charge	11/01/2022	406 1	2400	9.41	282.96	292.37
01/17/2023	Interest				292.37	2.91	295.28
02/15/2023	Interest				295.28	3.29	298.57
02/21/2023	Charge	02/01/2023	429 1	2300	298.57	271.17	569.74
03/15/2023	Interest				569.74	1.60	571.34

June 15, 2023

Meg Delorior  
Mass Development Devens

Dear Ms Delorior

Thank you for the response dated May 16, 2023 regarding our concerns over autocross usage at Moore Airfield. I am inviting yourself, or a representative, to meet with us at our next Select Board meeting on Tuesday July 18<sup>th</sup>. We wish to discuss the following items:

- The manner which noise levels at the airfield are monitored during autocross events
- Documentation of recorded noise level over the past 2 years
- Hours which groups are allowed to use the site for autocross
- Frequency the area is rented to autocross groups

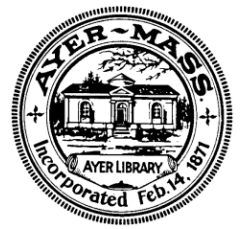
Our intent is not a full stop regarding usage of the airfield for autocross event. We understand autocross usage provides a benefit to local businesses. Our goal is to discuss the current concerns our community has given the noise levels over the past two years. We hope to find a balanced solution for our residents and businesses alike while providing some input from our community.

I look forward to your response and a face to face discussion with the Select Board. Thank you.

Scott Houde  
Chairman, Ayer Select Board

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

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

**MEMORANDUM**

**DATE:** June 14, 2023

**TO:** Ayer Select Board

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

**SUBJECT: Town Manager's Report for the June 20, 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 June 20, 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 Warrants:**

- At the meeting I will provide a brief Administrative Update on the various activities, initiatives, and projects of the Town since the Select Board last met on June 6, 2023.
- I have reviewed, approved, and signed the following Town Warrants since the Select Board last met on June 6, 2023:

Accounts Payable Warrant #23-24 in the amount of \$5,390,876.06 was reviewed, approved, and signed on June 6, 2023.

Payroll Warrant #23-25 in the amount of \$417,262.92 was reviewed, approved, and signed on June 13, 2023.

**Reappointments - Part 2**

- I am respectfully recommending that the Select Board vote to reappoint the individuals to the various Boards and Committees under the Select Board as set forth in the attached memo from the Assistant Town Manager (See attached).

**FY 2023 Year-End Reserve Fund Transfer for Various Town Departments:**

- I will be joined by the respective Department Heads requesting a FY 2023 Year-End Reserve Fund Transfer. The Town’s Reserve Fund as of June 5, 2023 has a balance of \$300,000 (the original FY 2023 appropriation). The following Departments require a FY 2023 Year-End Reserve Fund Transfer (please see the attached RFT forms and supporting documentation):

<b><u>Department:</u></b>	<b><u>RFT Amount Requested:</u></b>	<b><u>Summary of RFT Justification:</u></b>
Accounting	\$10,000	Unforeseen personnel change and required audit due to change
Assessing	\$20,400	Unforeseen personnel transition and unforeseen consultant services for transition
Fire	\$20,000	Unforeseen employee job injuries and extended sick time
Information Technology	\$28,000	Unforeseen mandatory cyber security requirements and unforeseen hardware failure (server power surge)
Treasurer/Tax Collector	\$2,800	Unforeseen price increases and unexpected need for multiple payment agreements
<b><u>TOTAL: \$81,200</u></b>		

- Upon Select Board approval, the Finance Committee will be scheduling a meeting prior to June 30, 2023 to review and approve the Reserve Fund Transfers.

**Regional Dispatch Intermunicipal Agreement – One Year Extension**

- I will be joined by Police Chief Gill to recommend and request that the Select Board vote to approve a one-year extension of the current Regional Dispatch Intermunicipal Agreement between the Town of Ayer and the Town of Shirley. The current Agreement will expire on June 30, 2023 and more time is needed to effectively re-negotiate the terms of a successor agreement between the Town of Ayer and Town of Shirley as well as in consultation with State 911.
- The attached Amendment would extend all the existing terms of the current IMA for one year from July 1, 2023 to June 30, 2024 and the Amendment requires that the formal renegotiations for a successor Agreement commence no later than six (6) months prior to June 30, 2024 and that the successor Agreement be for a three (3) year term (See attached).
- The Amendment also requires Shirley to continue to pay an Assessment of \$145,000 for FY 2024 with the balance of the Shirley Assessment for FY 2024 in the amount of \$81,200 being funded from the State 911 Grant which has been confirmed by State 911.
- The Shirley Select Board is scheduled to review and approve the IMA Amendment at their next meeting on June 26, 2023.

**ARPA Funding Requests/Proposals:**

- As the Board discussed potential projects for ARPA funding at the June 6, 2023 Select Board Meeting, I would like to further discuss consideration for ARPA funding for the following Town projects. As discussed at the June 6 meeting, the Town currently has a balance of \$1,110,687 in ARPA funding. Additionally, at the June 6 meeting the Select Board had asked about setting aside a portion of ARPA funds for the purposes of a competitive inter-Town-department grant program in which smaller Town Departments could submit smaller, eligible projects for consideration.

- I would like the Select Board to further discuss and consider the following proposal for the ARPA funds:

**Clear Well Project for PFAS (Design Funding):** **Up to \$300,000**

**Senior Center/Community Center Project  
(Design and Due Diligence Funding for Town Meeting Approval)** **Up to \$150,000**

**Inter-Town Department Competitive Project Grant Program** **Up to \$150,000**

- This would leave a remaining balance of \$660,687 in ARPA Funding which must be committed by no later than December 31, 2024 and expended no later than December 31, 2026
- As previously presented by the DPW (who will also provide additional information at the meeting), the Clear Well Project to resolve the water capacity issues due to the PFAS treatment process, specifically at Grove Pond is imperative and the ability to start the design process now is advantageous to this important infrastructure project.
- With respect to the proposed Senior Center/Community Center Project, for Town Meeting to make an informed decision regarding the proposed project at Pirone Park, the Building Committee needs to further design the project as well as conduct some additional due diligence so that Town Meeting can make an informed decision on the project. The Building Committee currently has no funding to further develop and propose this project for proper consideration by Town Meeting. Though total design funding would be approximately 10% of the total project cost, the next phase would be to have a project proposal and design for approval and consideration by Town Meeting.
- Finally, per the Select Board, it is proposed that up to \$150,000 of the ARPA funds be set aside for the further development of an Inter-Town Department Competitive Project Grant Program with the program guidelines to be completed by the Fall for Town Departments to submit ARPA eligible projects for funding. Please note that per the requirements of ARPA, this program would be for Town Departments only and for ARPA eligible projects.

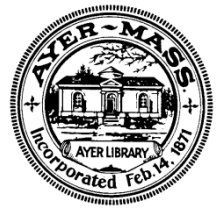
**Update on Opioid Settlement Allocation:**

- At the meeting I will provide an update on the Opioid Settlement funding allocation disparity issue as discussed at the previous Select Board Meetings.

Thank you.


Attachments: Reappointments – Part 2 Memo from the Assistant Town Manager  
FY 2023 Reserve Fund Transfers (RFTs) and Supporting Documentation  
Regional Dispatch IMA – One Year Extension

**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 x100 | www.ayer.ma.us

**Memorandum**

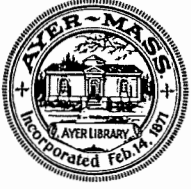
To: Select Board  
From: Carly Antonellis, Assistant Town Manager   
Date: June 16, 2023  
Re: Appointments and 2023 Annual Reappointments Part 2

Dear SB,

I am respectfully requesting that the following be appointed and reappointed by the SB:

New Appointment		
Board / Committee	Length of Term	Seeking Appointment
Historical Commission	3 Years	Chris Pataky *Effective July 1, 2023
Reappointments		
Board / Committee	Length of Term	Current Member
Commission on Disabilities	3 Years	Russell Anderson
		Mindy Titus
Recycling Committee	3 Years	Bonnie Tillotson

Thank you for your consideration!



# RESERVE FUND TRANSFER REQUEST

**Section I:** Completed by Department Head

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

- 1. Amount requested: \$10,000
- 2. Transferred to Account Name: Accountant Services B. Org/Object #: 01135/52000
- 3. Present balance in budget: \$-16,457.50 includes \$5000 enc for remaining audit adjustments
- 4. The amount requested will be used for (please attach supporting information): Roselli and Clark Audit
- 5. The expense is extraordinary or unforeseen for the following reason(s): \_\_\_\_\_

## Personnel Change of Accountant

6/7/2023

Date

Kerry Cooper

Digitally signed by Kerry Cooper  
Date: 2023.06.07 08:01:20  
-04'00'

Department Head Signature

**Section II:** Action by Select Board/Appointing Authority when Section I not completed by Department Head.

Transfer Approved:        YES        NO

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

Date of Meeting: \_\_\_\_\_ Number Present/Voting: \_\_\_\_\_

\_\_\_\_\_  
Select Board Chair Signature

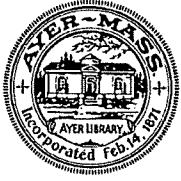
**Section III:** Action by Finance Committee

Transfer Approved:        YES        NO

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

Date of Meeting: \_\_\_\_\_ Number Present/Voting: \_\_\_\_\_

\_\_\_\_\_  
Finance Committee Chair Signature



### RESERVE FUND TRANSFER REQUEST

**Section I:** Completed by Department Head

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

1. Amount requested: \$20,400

2. Transferred to Account Name: Assessor Salary B. Org/Object #: 01141/51000

3. Present balance in budget: \$6278.77 - \$26,678.77( Encumbered) = \$20,400 requested

4. The amount requested will be used for (please attach supporting information):  
Salary, Wages, Software and Services.

5. The expense is extraordinary or unforeseen for the following reason(s): \_\_\_\_\_

Assessor Personnel Transition

6/8/2023  
Date

[Signature]  
Department Head Signature

**Section II:** Action by Select Board/Appointing Authority when Section I not completed by Department Head.

Transfer Approved: \_\_\_\_\_ YES \_\_\_\_\_ NO

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

Date of Meeting: \_\_\_\_\_ Number Present/Voting: \_\_\_\_\_

\_\_\_\_\_  
Select Board Chair Signature

**Section III:** Action by Finance Committee

Transfer Approved: \_\_\_\_\_ YES \_\_\_\_\_ NO

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

Date of Meeting: \_\_\_\_\_ Number Present/Voting: \_\_\_\_\_

\_\_\_\_\_  
Finance Committee Chair Signature





## RESERVE FUND TRANSFER REQUEST

**Section I:** Completed by Department Head

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

1. Amount requested: \$20,000.00
2. Transferred to Account Name: Fire Dept. B. Org/Object #: 01220
3. Present balance in budget: See attached sheet
4. The amount requested will be used for (please attach supporting information): \_\_\_\_\_  
Wages and Expenses.
5. The expense is extraordinary or unforeseen for the following reason(s): \_\_\_\_\_  
Unforeseen loss of time due to multiple employees being out with on the job injuries and extended sick time.

6/12/2023

Date

  
Department Head Signature

**Section II:** Action by Select Board/Appointing Authority when Section I not completed by Department Head.

Transfer Approved: \_\_\_\_\_ YES \_\_\_\_\_ NO

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

Date of Meeting: \_\_\_\_\_ Number Present/Voting: \_\_\_\_\_

\_\_\_\_\_  
Select Board Chair Signature

**Section III:** Action by Finance Committee

Transfer Approved: \_\_\_\_\_ YES \_\_\_\_\_ NO

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

Date of Meeting: \_\_\_\_\_ Number Present/Voting: \_\_\_\_\_

\_\_\_\_\_  
Finance Committee Chair Signature

# MEMO



**To:** Mr. Pontbriand, Town Manager  
**From:** Chief Johnston  
**CC:** Ms. Antonellis, Asst Town Manager  
**Date:** June 12, 2023  
**Re:** Reserve Fund Transfer (RFT)

Comments: The Fire Department is requesting a transfer of \$20,000.00 to the fire department budget. This is due to the significant amount of time loss due to on-the-job injuries and extended sick time. Four of our members have loss time ranging from 3 to 8 months during this fiscal year. This has put a significant strain on the budget. We were fortunate enough to work with the union and allow a call department member to fill one injured member's vacancies. This saved the department several thousands of dollars in overtime. We also had major repairs to the ladder truck and ambulances this year.

As we wind down the fiscal year the fire department budget is very tight. We still have additional costs that need to be included in the bottom line such as accounts payable, call department pay, additional sick time, breakdowns & major repairs, and any large fires or emergencies that occur.

Feel free to contact me if you have any questions.

Org	Object	Description	2023 Revised Budget	2023 Actual	2023 Estimated	2023 Available	NOTES:
							<b>Expenses</b>
01220	51000	FIRE DEPT - SALARY	265,394.00	242,291.13	31,000.00	-7,897.13	3 Pays Remaining - Chief & Deputy
01220	51100	FIRE DEPT - WAGES	1,309,568.00	1,192,761.16	160,000.00	-43,193.16	3 Pays remaining - Hourly Wages & Call Pays
01220	51300	FIRE DEPT- OVERTIME	464,498.00	385,162.32	48,500.00	30,835.68	3 Pays remaining - OT
01220	52000	FIRE DEPT - SERVICES	52,775.00	68,124.98	5,800.00	-21,149.98	Comcast, Verizon, Verizon Wireless, Net Metering, Estimated AC and Unforeseen Repairs.
01220	53000	FIRE DEPT - OSHA SERVICES	12,173.00	2,337.12	0.00	9,835.88	
01220	54000	FIRE DEPT - SUPPLIES	51,063.47	34,765.28	0.00	16,298.19	
01220	54100	FIRE DEPT-CLOTHING ALLOWANCE	0.00	12,984.59	7,000.00	-19,984.59	Clothing Allowance
01220	57000	FIRE DEPT- EXPENSES	33,585.00	10,344.08	18,000.00	5,240.92	Education Reimbursements
01220	58000	FIRE CAPITAL	0.00	0.00	0.00	0.00	
01220	58100	TURN OUT GEAR	5,000.00	2,335.27	0.00	2,664.73	
		Totals:	2,194,056.47	1,951,105.93	270,300.00	-27,349.46	
						7,343.20	Estimated Wage Reimbursement for IOD - June 2023
						-20,006.26	Requested FY23 = \$20K



## RESERVE FUND TRANSFER REQUEST

**Section I:** Completed by Department Head

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

1. Amount requested: \$ 28,000
2. Transferred to Account Name: IT B. Org/Object #: \_\_\_\_\_
3. Present balance in budget: \$-5,400 at the end of May
4. The amount requested will be used for (please attach supporting information): \_\_\_\_\_  
Cyber-Security Requirements (\$10,000) Server Failure (\$15,000), IT Directors Retirement (\$3,000)
5. The expense is extraordinary or unforeseen for the following reason(s): \_\_\_\_\_  
New Cyber Security Requirements, Severe Hardware Failure, Retirement

6/13/2023

Date

Department Head Signature

**Section II:** Action by Select Board/Appointing Authority when Section I not completed by Department Head.

Transfer Approved: \_\_\_\_\_ YES \_\_\_\_\_ NO

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

Date of Meeting: \_\_\_\_\_ Number Present/Voting: \_\_\_\_\_

\_\_\_\_\_  
Select Board Chair Signature

**Section III:** Action by Finance Committee

Transfer Approved: \_\_\_\_\_ YES \_\_\_\_\_ NO

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

Date of Meeting: \_\_\_\_\_ Number Present/Voting: \_\_\_\_\_

\_\_\_\_\_  
Finance Committee Chair Signature

Date: June 12, 2023

To: Robert Pontbriand

From: Cindy Knox, IT Director

Re: FY23 Reserve Fund Transfer

Dear Robert,

Attached please find the Reserve Fund Transfer Request for the IT Department. I am respectfully requesting \$28,000 to finish out the fiscal year and to continue with the required projects.

The following were unforeseen expenses and were not included in the FY23 Budget:

1. **New Cyber Security Requirements:** There are two new requirements which are effective July 1, 2023:

1. Additional MDR/EDR components on all computers: Software and services that combines technology and human expertise to perform threat hunting, monitoring, and response. We will be using Huntress and Next Gen Managed/Monitored AV (Windows Defender).
2. Multi-Factor authentication on email: This is also known as MFA or 2FA. Our current email provider does not offer this, and we will be moving our email platform to Microsoft which does offer this type of authentication.

The cost of this project is estimated at \$10,000 and includes email migration to the new platform.

2. **Severe Hardware Failure:** This happened in January, 2023 when the Town Hall server suffered a major failure of three disk drives. Although we had three backups of this data, restoring it was lengthy and we have added software and procedures to ensure that, should this happen again, restoring the data files will be far more efficient.

3. **IT Director's Retirement:** The IT Director retired on October 31, 2022 and this was not included in the IT Budget for FY23.

Thank you for your consideration.

  
Cindy Knox  
IT Director  
Town of Ayer



**Barbara Tierney**

---

**From:** [REDACTED]  
**Sent:** Monday, May 01, 2023 10:20 AM  
**To:** Barbara Tierney  
**Cc:** ngoodwin@ayer.ma.us  
**Subject:** RE: budget

Hello Barbara,

Sorry for the delay in responding. I completely understand and I'm happy to focus on whatever you need me to (Madigan and McDowell) or pause my work until the beginning of the next fiscal year.

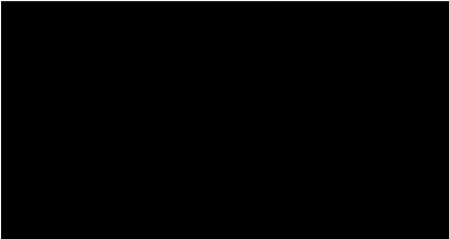
I would estimate drafting the payment agreements for Madigan to cost about \$920.00 (\$184.00 x 5). However, I still haven't received a response from David. I'm not sure if he plans to enter the agreements any longer.

McDowell is pending in the Land Court awaiting citations. If they aren't issued by the end of June, I should send the Land Court a letter. That could wait until July though? *-\$200.00 1 hour estmat*

On April 24, 2023, Ed Boak at 50 Shirley Street said he was planning to mail out a down payment of \$3,000.00 that day and then enter a payment agreement. I estimate the cost to draft the agreement to be \$184.00. Have you received the down payment yet?

Thank you,

Iris A. Leahy, Esq.



*2,226.25*  
*( 3,711.00 )*  
*( 1,304.00 )*  

---

*2,788.75*  
*or 2,800.00*

---

**From:** Barbara Tierney <btierney@ayer.ma.us>  
**Sent:** Friday, April 28, 2023 1:26 PM  
**Cc:** ngoodwin@ayer.ma.us  
**Subject:** RE: budget

Iris,

If you can estimate potential costs with the Madigan properties and the McDowell for May and June, I can inquire about getting a reserve fund transfer.

Thank you,

*Barbara M. Tierney*

Barbara M. Tierney, CMMT, CMMC

# The Law Office of Iris A. Leahy

4 Open Square Way, Suite 217  
Holyoke, MA 01040-  
Tel: (413) 322-8318  
attyleahy@outlook.com

## Invoice

Barbara Tierney Treasurer/Collector  
Town of Ayer  
Ayer Town Hall  
1 Main St.  
Ayer, MA 01432

Invoice Date: Apr 28, 2023  
Invoice Num: 13033  
Billing From: Apr 01, 2023  
Billing To: Apr 30, 2023

<u>Date</u>	<u>Partner</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
4/26/2023	IAL	GENERAL began opening file; printed the property card, taking, deed; will finish opening the file soon.	0.33	\$200.00	\$66.00

Total Services:                      \$66.00

Property Owner (84 GROTON SCHOOL ROAD:) Total Amount Due:                      \$66.00

### Professional Services:

<u>Date</u>	<u>Partner</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
4/26/2023	IAL	GENERAL Correspondence to the Treasurer; reviewed documents at the registry of deeds; printed property card and map; received and responded to correspondences from the Treasurer; printed all and noted the file and closed it.	0.58	\$200.00	\$116.00

Total Services:                      \$116.00

Property Owner (LITTLETON ROAD:) Total Amount Due:                      \$116.00

Amount Due This Invoice:                      **\$3,711.00**

*This invoice is due on 5/28/2023*

Thank you for your business, Your prompt payment is appreciated.



**INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF AYER AND THE TOWN OF SHIRLEY  
REGARDING THE AYER SHIRLEY REGIONAL DISPATCH CENTER (ASRDC)**

**AMENDMENT TO THE INTERMUNICIPAL AGREEMENT**

**One-Year Extension of Agreement Term to June 30, 2024**

**June 26, 2023**

WHEREAS the Town of Ayer (AYER) and the Town of Shirley (SHIRLEY) have in place and effect an Intermunicipal Agreement regarding the operation of a regional primary police and fire department dispatch center (see attached); and

WHEREAS, the existing Intermunicipal Agreement expires on June 30, 2023 and the Parties mutually agree that a one-year extension of the existing Intermunicipal Agreement is in the best interests of the Parties; and

WHEREAS, the Parties mutually agree to extend the terms of the existing Intermunicipal Agreement for a term of one (1) year effective July 1, 2023 to June 30, 2024 and that all terms of the existing agreement remain in effect except for the following as mutually agreed to:

**II. Term of Agreement:**

The term of this Agreement shall be for one (1) year commencing on July 1, 2023 and expiring of June 30, 2024.

**XI. Shirley Assessment for Services of the ASRDC:**

Shirley agrees to pay Ayer the following for all services provided by the regional dispatch center set forth by this Agreement as follows:

FY 2024 Shirley Assessment: \$145,000 billed semiannually on July 1<sup>st</sup> and January 1<sup>st</sup>. The balance of the Shirley Assessment for FY 2024 in the amount of \$81,200.00 shall be funded from the State 911 Grant.

**XIV. Renegotiation of Agreement:**

The Parties mutually agree that renegotiations for a successor Agreement shall commence no later than six (6) months prior to the expiration of this Amendment (June 30, 2024).

WHEREAS, the Parties mutually agree over the next year to negotiate in good faith a three (3) year successor agreement to be effective July 1, 2024.

NOW, THEREFORE, the Parties mutually agree to execute this Amendment to the Intermunicipal Agreement on June 26, 2023.

Town of Ayer  
By its Select Board,  
Town Manager,  
Police Chief and Fire Chief

Town of Shirley  
By its Board of Selectmen,  
Town Administrator  
Police Chief and Fire Chief

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

\_\_\_\_\_  
Bryan Sawyer, Chair

\_\_\_\_\_  
Jannice L. Livingston, Vice Chair

\_\_\_\_\_  
Andree Lourdes Jean Jacques, Vice Chair

\_\_\_\_\_  
Shaun C. Copeland, Clerk

\_\_\_\_\_  
Debra Flagg, Clerk

\_\_\_\_\_  
Robert A. Pontbriand  
Town Manager

\_\_\_\_\_  
Michael McGovern  
Town Administrator

\_\_\_\_\_  
Brian P. Gill  
Police Chief

\_\_\_\_\_  
Samuel Santiago  
Police Chief

\_\_\_\_\_  
Tim Johnston  
Fire Chief

\_\_\_\_\_  
Troy Cooley  
Fire Chief

Attachment: Intermunicipal Agreement for Regional Dispatch Services (Dated March 2, 2021)

INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF AYER AND THE  
TOWN OF SHIRLEY REGARDING THE AYER SHIRLEY REGIONAL DISPATCH  
CENTER (ASRDC)

March 2, 2021

This Agreement is entered into as of this 2<sup>nd</sup> day of March 2021, by and between the Town of Ayer, Massachusetts ("Ayer") and the Town of Shirley, Massachusetts ("Shirley") (collectively, the "Parties") regarding the operation of a primary police and fire department dispatch system.

WHEREAS the Parties previously entered into an Agreement for the period of December 6, 2017 to June 30, 2020 which created the Ayer Shirley Regional Dispatch Center (ASRDC). This Agreement shall serve as the successor agreement to the June 30, 2020 Agreement.

WHEREAS the Parties desire to enter into this Agreement to collaborate to preserve and protect the lives, safety, and property of their citizens; and

WHEREAS, the Ayer Police Department has a communication center capable of handling police, fire, and EMS calls from Shirley; and

WHEREAS the Parties believe that emergency response times from their Police and Fire Departments will not be reduced as a result of this Agreement; and

WHEREAS, this Agreement is pursuant to G.L. c. 40, Section 4A which allows the Chief Executive Officer of each town to enter into agreements with one or more other towns to perform joint activities or undertakings, which any one of them is authorized by law to perform; and

NOW THEREFORE, the Parties agree as follows:

I. Introduction

Public safety is of paramount importance to the Parties. By working cooperatively, the Ayer and Shirley Police and Fire Departments will continue to achieve the objective of preserving and protecting the lives, safety, and property of the residents of Ayer and Shirley. Under the regional dispatch system described in this Agreement, the Ayer Shirley Regional Dispatch Center ("ASRDC") will be the primary recipient of all emergency police, fire, and EMS calls from or for Shirley and will dispatch Shirley's emergency responders as appropriate, in accordance with the policies and procedures of the Ayer Police and Fire Departments.

II. Term of Agreement

The term of this Agreement shall be for three (3) years commencing on July 1, 2020 and expiring on June 30, 2023.

III. Withdrawal or Termination of Agreement

Either Party may terminate this Agreement by providing written notice to the other party respectively at least one-year (12 months) prior to withdrawal from the Agreement

IV. Ayer's Responsibilities

A. In operating the ASRDC, Ayer shall be responsible for the following operations:

1. Receive police, fire, and EMS related Emergency 911 calls as the Primary PSAP (The primary public safety answering point located at 54 Park Street, Ayer, MA 01432).
  2. Make and receive Police, Fire, and DPW Departments radio transmissions with respect to all responses by the ASRDC.
  3. Conduct "Toning Out" of responding staff from the appropriate town, including Staff Recall, as necessary.
- 
4. Receive non-emergency police and fire department traffic from participating towns on a regular business line for services related to the regional dispatch center such as general information, manpower recall, and run times.
  5. Monitor the activity of all police, fire, and DPW department vehicles.
  6. Maintain a log of all police and fire department activities as related to the regional dispatch center.
  7. Maintain appropriate dispatch records in accordance with all federal, state, and local requirements.
  8. Monitor and receive mutual aid requests to and on behalf of Shirley, pursuant to MGL Chapter 48, Section 59A.
  9. Dispatch Shirley resources to respond to all calls received pursuant to this Agreement.

10. Provide the daily radio test for local, regional, and state mutual aid requests.
11. Notify other public safety service agencies and utilities at the request of the Shirley Police and Fire Departments.
12. Daily operating procedures and administrative management of the ASRDC shall be the sole responsibility of the Chief of the Ayer Police Department or his/her designee.
13. The policies and procedures regarding the operation and administration of the ASRDC are the ultimate responsibility of the Ayer Police Chief, subject to consultation with and guidance provided by the Ayer Fire Chief, Shirley Police Chief, and Shirley Fire Chief. Draft policies may be offered by any member community.
14. Provide the Town of Shirley with a breakdown of how all grant money is expended.
15. Provide the Town of Shirley Public Records Officer(s) with a copy of all public records requests made pertaining to the ASRDC and/or Town of Shirley.

V. Shirley's Responsibilities

1. All policies and procedures concerning public safety in Shirley are the sole responsibility of the Town of Shirley. Ayer has no responsibility pursuant to this Agreement to respond to any emergencies with Ayer personnel within Shirley.
2. The Shirley Police and Fire Departments shall provide promptly the following data to the regional dispatch center as the following new information is available:
  - a. All running cards and street location information, patrol sector districts, contract information for personnel, other town agencies and affiliations and business information.
  - b. All Shirley Police and Fire Departments Standard Operating Guidelines, General Orders and memorandum regarding emergencies and dispatches; and
  - c. All documents reasonably necessary for the regional dispatch center to perform its obligation under this Agreement

3. If a telephone line failure or technical difficulty, including but not limited to an equipment failure, natural disaster, or storm, renders the ASRDC unable to provide dispatch services, Ayer shall first attempt to use all reasonably available local and state assets to replace such services. In the event that those assets are not able to perform the requisite dispatch obligations, the Shirley Police and Fire Departments shall assume all standard responsibilities for police, fire and EMS dispatch for Shirley, using Shirley's reasonably available resources at no expense to Ayer, until the regional dispatch center is able to resume its services.

VI. Personnel of the ASRDC

1. Upon implementation of this Agreement, all Dispatchers of the ASRDC shall be employees of the Town of Ayer and governed by the Collective Bargaining Agreement currently in place between the Town of Ayer and the APPOA Communication Workers.
2. Matters involving personnel of the ASRDC including discipline shall be handled in accordance with the Collective Bargaining Agreement currently in place between the Town of Ayer and the APPOA Communication Workers or Mass General Laws, Chapter 150 E.
3. As stated under Section IV, Subsection 12 of this Agreement, staffing policies, daily operating procedures and administrative management of the regional dispatch center shall be the sole responsibility of the Chief of the Ayer Police Department and/or his/her designee.
4. Ayer will make every reasonable effort to initially hire qualified Shirley Dispatchers for the ASRDC, whose terms and conditions of employment would thereafter be governed by the agreement between the Town of Ayer and the APPOA. Each party shall be responsible for its own legal costs incurred during the transition to the ASRDC. Unemployment costs of Shirley employees who are not hired by the ASRDC will be incurred by Shirley.
5. Shirley shall have a seat at the bargaining table during contract negotiations with APPOA Communications Workers Union, provided, however, that the Ayer Board of Selectmen shall make the final determinations regarding any agreement resulting therefrom.

VII. Conflict and Dispute Resolution

1. A "Conflict Resolution Board" is hereby established for the purpose of resolving any disputes that may occur between the Parties during this

Agreement. Members of the Conflict Resolution Board shall include the Chiefs from the Ayer and Shirley Police and Fire Departments or their designees. The Board shall meet monthly during the term of this Agreement, or at such other times as agreed to by the Parties.

2. No suit upon any claim or cause of action upon, or for damages upon, by reason of, or growing out of this Agreement or its non-performance or faulty performance, shall be filed or maintainable by any Party unless notice of such claim or cause of action be given to the other Parties at its/their address at the end of this agreement, not less than thirty (30) days prior to filing.
3. In the event any dispute of any kind should arise between the Parties concerning the construction of this Agreement or the breach thereof, then and in that event, such dispute may, upon agreement of the Parties, be submitted to an arbitrator selected by the American Arbitration Association. The proceedings before said arbitrator shall be governed by the rules and regulations of said Association, and the award, determination of said arbitrator shall be binding and conclusive upon those Parties, and they herewith agree to abide thereby. Any costs associated with arbitration shall be split evenly between the Parties, unless resolution is not achieved within six (6) months. If the Parties cannot reach a resolution within six (6) months of the commencement of arbitration, the costs for the arbitration process incurred after such six-month period shall be borne by the Party raising the dispute. The Parties may also mutually agree to use other forms of alternative dispute resolution, including mediation or an agreed upon third party to address disputes arising under this Agreement. Each Town reserves the right, either in law or equity, by suit, and complaints in the nature of specific performance or other proceeding to enforce or compel performance of any or all covenants herein.
4. The Parties mutually agreed to formulate and implement a Management Control Agreement for IMC and an Overview/Troubleshooting Policy both for the ASRSDC upon execution of this Agreement.

VIII. Expansion of Membership of the Regional Dispatch Center

Any expansion of membership of the regional dispatch center shall be subject to approval by a majority vote of each Board of Selectmen of the Towns of Ayer and Shirley.

IX. Entire Agreement, Modification, Amendment

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. No officer, official, agent, or employee of any of the participating Parties shall have the power to amend, modify, or alter this Agreement or waive any of its provision or to bind any of the participating Towns by making any promise or representation not contained herein. Any modification shall be by a written amendment duly authorized by all the Towns. Said amendment shall be executed in the same manner as this Agreement is executed.

X. Indemnification

To the extent permitted by law, each Party shall defend, indemnify, and hold the other Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs, and expenses, including attorney's fees, arising solely out of the indemnifying Party's acts or omissions, breach of this Agreement, or the negligence or misconduct of the indemnifying party or its agents or employees. In entering into this Agreement, neither Party waives any governmental immunity or statutory limitation of damages.

XI. Shirley Assessment for Services of the ASRDC

Shirley agrees to pay Ayer the following for all services provided by the regional dispatch center set forth by this Agreement:

FY 2021 Shirley Assessment: \$145,000.00 billed semiannually on July 1<sup>st</sup> and January 1.

FY 2022 Shirley Assessment: \$145,000.00 billed semiannually on July 1<sup>st</sup> and January 1. The balance of the Shirley Assessment for FY 2022 in the amount of \$38,500.00 shall be funded from the State 911 Grant.

FY 2023 Shirley Assessment: \$145,000.00 billed semiannually on July 1<sup>st</sup> and January 1. The balance of the Shirley Assessment for FY 2023 in the amount of \$56,000.00 shall be funded from the State 911 Grant.

Shirley agrees to submit payment in full for each such bill to Ayer within thirty (30) days of receipt of said bill. Any dispute concerning billing shall be first presented in writing by the disputing party within said thirty (30) days, and thereafter shall be resolved in accordance with the "Conflict Resolution" section of this Agreement.



Shirley shall not be responsible for any of Ayer's costs of operating the ASRDC.

Ayer shall not be responsible for maintaining Shirley's own radio and computer equipment, nor any obligations under service or support agreements related thereto. Shirley shall remain responsible for funding its own Police and Fire Departments, including any service and support agreements.

XII. Financial Safeguards

A. Pursuant to G.L. Chapter 40, Section 4A, Ayer agrees to maintain accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received for such services. At least annually, Ayer shall prepare financial statements reflecting the services provided under this Agreement. Ayer agrees to audit such records regularly and to permit access to the other party to all such records concerning any audit.

B. The Parties will ensure that officers responsible for the obligations under this Agreement will provide any required performance bonds.

XIII. Severability

If any provisions, section, phrase, or word contained herein is determined by a court of competent jurisdiction to be unenforceable, for any reason, or beyond the scope of the statutory provisions of Chapter 40, Section 4A of the General Laws, as amended, then it is the intention of the Parties that the remaining provisions hereof shall continue in full force and effect.

XIV. Renegotiation of Agreement: The Parties mutually agree that renegotiations for a successor Agreement shall commence no later than six (6) months prior to the expiration of this Agreement (June 30, 2023)

XV. Notice

Any notice under this Agreement shall be provided as follows:

To Ayer:

Ayer Select Board  
C/o Town Manager  
1 Main Street

To Shirley:

Shirley Board of Selectmen  
C/o Town Administrator  
7 Keady Way

Ayer, MA 01432

Shirley, MA 01464

XVI. Governing Law

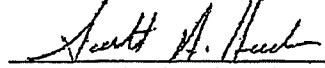
This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.


XVII. Authorization

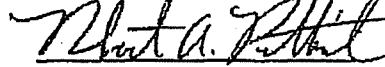
Each signatory below represents that it is duly authorized to execute this Agreement on behalf of the Parties


Town of Ayer  
By its Select Board,  
Town Manager,  
Police Chief and Fire Chief

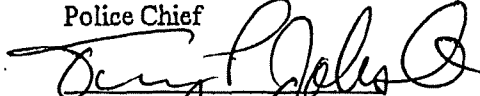
  
Shaun C. Copeland, Chair

  
Scott A. Houde, Vice Chair


  
Jannice L. Livingston, Clerk

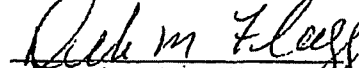
  
Robert A. Pontbriand  
Town Manager


  
William A. Murray  
Police Chief

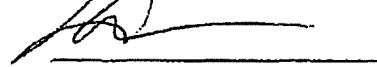
  
Tim Johnston  
Fire Chief

Town of Shirley  
By its Board of Selectmen,  
Town Administrator,  
Police Chief and Fire Chief

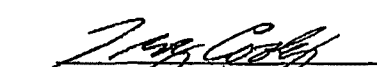
  
Andrea Lourdes Jean Jacques, Chair

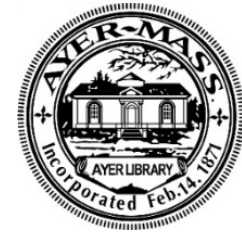
  
Debra Flagg, Vice Chair

  
Bryan Sawyer, Clerk

  
Michael McGovern  
Town Administrator

  
Samuel Santiago  
Police Chief

  
Troy Cooley  
Fire Chief



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

*Broadcast and Recorded by APAC*

**June 6, 2023**  
**Open Session Meeting Minutes**

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

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

**Call to Order:** S. Houde called the meeting to order at 6:00 PM. S. Houde further stated that this meeting/hearing of the Ayer Select Board will be held in-person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation via Zoom is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in a specific item on this agenda should make plans for in-person vs. virtual attendance accordingly. This meeting will be live on Zoom and Channel 8. The public may access the proceedings by joining Zoom (Meeting ID# 897 9080 0793) or by calling (929-205-6099).

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

**Approval of Meeting Agenda:**

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

**Announcements:** S. Houde announced that the “Independence in the Ayer” event will begin on Friday June 23, 2023 and run through Sunday June 25, 2023.

**Public Input:** None

**Ratification of Town Planner Appointment:** R. Pontbriand was joined by Mr. Daniel Ruiz and Mr. Jonathan Kranz, Chair of the Ayer Planning Board (via Zoom). R. Pontbriand is requesting that the SB ratify his appointment of Mr. Ruiz as Town Planner. He is currently the Assistant Town Planner in the Town of Salisbury. He has a wealth of experience in municipal planning and permitting, as well as private sector project planning and an engineering background. His start date will be July 17, 2023.

**Motion:** A motion was made by S. Copeland and seconded by J. Livingston to ratify the appointment of Mr. Daniel Ruiz as Town Planner effective July 17, 2023. **Motion passed 3-0.**

**Correspondence from MassDevelopment – Moore Airfield Autocross Events:** S. Houde stated that the Board has received feedback from residents that the autocross events on Devens were causing noise pollution. The SB sent a letter to MassDevelopment citing their concerns and how the Town of Ayer would like to have more say into the events that are happening. The Town has now received correspondence back. S. Houde stated that he would like to invite MassDevelopment to an upcoming

meeting and has questions on how they are monitoring the noise level at the autocross events. J. Livingston said that Ayer is attempting to get a seat at the table so that MassDevelopment is aware of the sound concerns. Board members agreed to invite MassDevelopment to a future meeting. R. Pontbriand stated that the Town should perhaps pursue a 3<sup>rd</sup> party complaint line, similar to when the odor issues at Nasoya were at their peak.

**Town Manager’s Report - Administrative Update/Review of Town Warrant(s):** R. Pontbriand provided a brief Administrative Update to the Select Board on the various activities, initiatives, and projects of the Town since the Select Board last met and referenced the Town Warrants that are in the Select Board’s packet that were approved since the Select Board last met. He noted that Reserve Fund Transfers are being prepared and will be considered at the June 20, 2023, SB meeting.

*Appointments & Reappointments Part 1* – R. Pontbriand referenced a memo in the packet from the Assistant Town Manager relative to appointments and annual reappointments.

New Appointment		
Board / Committee	Length of Term	Seeking Appointment
Affordable Housing Committee	3 Years	David Cibor, Term (Unexpired) to expire June 30, 2025
Reappointments		
Board / Committee	Length of Term	Current Member
Ayer Affordable Housing Trust	2 Years	Cindy Lavin
		Patricia Latimer-Bagni
Capital Planning Committee	3 Years	Richard Skoczylas
		James B. Pinar, Jr.
Cemetery Commission	3 Years	Susan Tordella-Williams
Conservation Commission	3 Years	Jennifer Amaya
Cultural Council	3 Years	Susan Tordella-Williams
Historical Commission	3 Years	George Bacon
Recycling Committee	3 Years	Scott Murray
Registrar of Voters	3 Years	Susan Copeland
		Barbara Wilson
Zoning Board of Appeals	3 Years	Sam Goodwin
		Michael Gibbons
		Jess Gugino
Not Seeking Reappointment		
Thomas McLain, Historical Commission		

**Motion:** A motion was made by S. Copeland and seconded by J. Livingston to approve the list of appointments and reappointments as presented in the packet. **Motion passed 3-0.**

*ARPA Funds Update and Discussion* – R. Pontbriand reported that during the recent National debate on raising the National Debt Ceiling, it was proposed to “claw back” certain unspent COVID relief funds. It appears that the funds will remain intact moving forward. The Town’s current ARPA Fund balance is \$1,110,687.48. He has three potential proposals for use of ARPA funds for your consideration:

- *Senior Center/Community Center Design/Due Diligence* - Up to \$300,000 from ARPA funds for the design and due diligence for the Senior Center/Community Center project to be administered

accordingly by the Senior Center/Community Center Building Committee. The Building Committee currently has no funding to conduct any further professional design and due diligence on the project and the proposed site location.

- *Grove Pond Water Treatment Plant Clearwell Project* – He noted that it would be prudent to fund design of the Clearwell project at Grove Pond Water Treatment Plant. The Clearwell would resolve the water production capacity issues due to PFAS treatment at Grove Pond.
- *Sandy Pond Road Sewer Trunkline Rehabilitation* – The Town has allocated \$1.25M toward the rehab of the Sandy Pond Road Sewer Trunkline project. The project has been split into two phases – one to be performed in FY24 and the second in FY25 (presuming funding through capital FY25). The design is currently at 75% and the current cost estimate to do the entire project (Phase 1 and 2 from Westford Road to Central Ave Pump Station) is anticipated to be \$1,747,600. Therefore, a request for ARPA funds up to \$500,000 is recommended.

S. Houde stated that in initial ARPA discussions, there were conversations about having the staff, particularly in smaller departments weigh in on potential project ideas. R. Pontbriand stated that he was still putting that plan together.

S. Copeland asked what provision of the ARPA funds would the Senior/Community Center be? R. Pontbriand stated as infrastructure, as verified by the ARPA consultant. S. Copeland liked the idea of opening the spending discussion to departments.

J. Livingston stated that the \$300,000 for the design of the senior center seemed high.

*Update on Opioid Settlement Allocation* - R. Pontbriand advised that since the last meeting on May 16, 2023 he has formally contacted the State Attorney General's Opioid Settlement Division regarding the apparent disparity between the Town of Ayer and the Town of Harvard's opioid settlement allocations as discussed by the Select Board on May 2, 2023. He is still waiting to hear back.

*Annual Select Board Committee Assignments* – SB members discussed upcoming committee assignments. Members agreed to keep their current committees for the following year.

- Select Board Member Scott Houde - Capital Planning, Executive Bi-Board, Devens Committee (Town Committee)
- Select Board Member Jannice Livingston - Devens Jurisdictional Framework Committee, Rate Review Committee
- Select Board Member Shaun Copeland - OPEB Board and Affordable Housing Trust

*2023 Select Board Summer Meeting Schedule* – The SB discussed the summer meeting schedule. R. Pontbriand is recommending July 18, 2023 and August 15, 2023.

**Motion:** A motion was made by J. Livingston and seconded by S. Copeland to approve the SB Summer Meeting schedule, meetings to be held on Tuesday July 18, 2023, and Tuesday August 15, 2023 at 6:00 PM, both in-person and via remote participation. **Motion passed 3-0.**

**New Business/Select Board Member Questions:** None

**Approval of Meeting Minutes:**

**Motion:** A motion was made by S. Copeland and seconded by J. Livingston to approve the meeting minutes from May 16, 2023. **Motion passed 3-0.**

**Adjournment:**

**Motion:** A motion was made by J. Livingston and seconded by S. Copeland to adjourn at 6:34 PM.

**Motion passed 3-0.**

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

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

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

DRAFT