

RECEIVED  
MAR 11 2022

TOWN OF AYER  
TOWN CLERK

11:50am

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



**Tuesday March 15, 2022, 6:00 PM**  
**Open Session Remote Participation Meeting Agenda**

Due to the ongoing COVID-19 Pandemic, in accordance with Chapter 20 of the Acts of 2021, suspending certain provisions of the Open Meeting Law (OML), public bodies otherwise governed by the OML are temporarily relieved from the requirement that meetings be held in public places, open and physically accessible to the public, so long as measures are taken to ensure public access to the bodies' deliberations "through adequate, alternative means." This meeting will be live on Zoom and Channel 8. The public may participate remotely by joining Zoom (**Meeting ID# 897 9080 0793**) or by calling (**929-205-6099**). For additional information about remote participation, please contact Carly Antonellis, Assistant Town Manager at atm@ayer.ma.us or 978-772-8220 ext. 100 prior to the meeting.

- 6:00 PM\***                    **Call to Order**  
Pledge of Allegiance; Review and Approve Agenda; Announcements
- Public Input**
- 6:05 PM**                    **Reappointment of the Ayer NVTHS School Committee Representatives by the NVTHS Appointing Committee**  
Mr. Chris Prehl, Representative and Mr. Cory Prehl, Alternate Representative
- 6:15 PM**                    **Public Hearing: FY 2023 Water and Sewer Rate Recommendations**
- 6:35 PM**                    **Alan Manoian, Director, Office of Community and Economic Development**  
Inclusion in the MRPC Regional Trucking/Freight Impact Study
- 6:40 PM**                    **DPW Director's Report – Dan Van Schalkwyk**  
1. Award of Westford Road Water and Sewer Replacement Project  
2. Execution of Contract-Birch & McDowell St. Water and Drain Improvements  
3. West Main Street Bridge Replacement Update
- 6:50 PM**                    **Town Manager's Report**  
1. Administrative Update/Review of Town Warrant(s)  
2. FY 2023 Budget Update  
3. Town Meeting Warrant Update  
4. Authorization for ARPA Funds for ARPA Consultant - \$15,000  
5. Proposed Plan for Public Meetings
- 7:00 PM**                    **New Business/Select Board Member Questions**
- 7:05 PM**                    **Approval of Meeting Minutes**  
February 15, 2022
- 7:10 PM**                    **Executive Session Pursuant to MGL c. 30A, Section 21A\*\***  
Exemption #3 (Union Contract Negotiations) Review/Ratification of DPW Contract MOA

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

*\*\* The Select Board will adjourn at the conclusion of the Executive Session*

*The next regularly scheduled meeting of the Select Board is April 5, 2022 at 6:00 PM both, in-person and remote participation; the SB will review and approve the April 25, 2022 Annual Town Meeting Warrant.  
Zoom Meeting ID #897 9080 0793 or by Phone 929-205-6099*

RECEIVED  
FEB 14 2022

TOWN OF AYER  
OFFICE OF THE SELECT BOARD

Date: February 4, 2022

**MEMORANDUM**

To: James O'Connor, Ayer Town Moderator

From: Joanna Carpentier

Subject: District School Committee Appointment

This is a reminder that our records show the Nashoba Valley Technical District School Committee term of member Chris Prehl will expire on March 31, 2022.

As outlined in our District Agreement, members of the Nashoba Valley Technical School District Committee shall be appointed by an Appointing Committee comprised of the Town Moderator, Selectmen, and the local School Committee. The Moderator shall serve as Chair of the Appointing Committee.

This appointment is made for a three-year term commencing April 1, 2022 through March 31, 2025.

cc: Shaun C. Copeland, Chair – Select Board  
Joyce Reischutz, Chair – Ayer Shirley School Committee  
Robert Pontbriand, Town Manager



**NASHOBA VALLEY  
TECHNICAL SCHOOL DISTRICT**

*A Skills Focused Public High School*

100 Littleton Road · Westford, Massachusetts · 01886  
Phone: 978.692.4711 · Fax: 978.392.0570 · nashobatech.net  
Dr. Denise P. Pigeon, Superintendent

**RECEIVED**  
FEB 14 2022

**TOWN OF AYER  
OFFICE OF THE SELECT BOARD**

Date: February 4, 2022

**MEMORANDUM**

To: James O'Connor, Ayer Town Moderator  
From: Joanna Carpentier  
Subject: District School Committee Appointment

This is a reminder that our records show the Nashoba Valley Technical District School Committee term of alternate member Cory Prehl will expire on March 31, 2022.

As outlined in our District Agreement, members of the Nashoba Valley Technical School District Committee shall be appointed by an Appointing Committee comprised of the Town Moderator, Selectmen, and the local School Committee. The Moderator shall serve as Chair of the Appointing Committee.

This appointment is made for a three-year term commencing April 1, 2022 through March 31, 2025.

cc: Shaun C. Copeland, Chair – Select Board  
Joyce Reischutz, Chair – Ayer Shirley School Committee  
Robert Pontbriand, Town Manager



RECEIVED

FEB 17 2022

TOWN OF AYER  
TOWN CLERK

3:30 pm



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



**FY 2023 Water and Sewer Rate Public Hearing Notice**

The Ayer Select Board will be conducting a remote Public Hearing on Tuesday March 15, 2022 at 6:15 PM. The Select Board, in their legal capacity as the Town's Water and Sewer Commissioners will hear the report and recommendation(s) of the Town's Rate Review Committee; take public comment(s); and consider approval and adoption of the FY' 2023 Water and Sewer Rates. Zoom Meeting ID is 897 9080 0793 and Call-In number is 929-205-6099. For more information, please contact [atm@ayer.ma.us](mailto:atm@ayer.ma.us) or 978-772-8220 x100.



**FY 2023**  
**Water and Sewer Rate Hearing**

Town of Ayer  
Rate Review Committee  
March 15, 2022

# AGENDA

- Committee members and rate process
- Overview of infrastructure
  - Water
  - Wastewater
- Regulatory requirements
- Capital improvements
- Proposed water and sewer rates
- Impacts on typical bill



# Rate Review Committee Members

- SB Member, Jannice Livingston, Chair
- Mr. Rick Skoczylas, Citizen Representative
- Mr. Mark Smith, Finance Committee
- Mr. Dan Van Schalkwyk, P.E., DPW Director
- Ms. Pam Martin, DPW Business Manager
- Ms. Lisa Gabree, Finance Manager
- Mr. Robert Pontbriand, Town Manager

# Meeting Goals

- Set Water rates for FY23
- Set Sewer rates for FY23



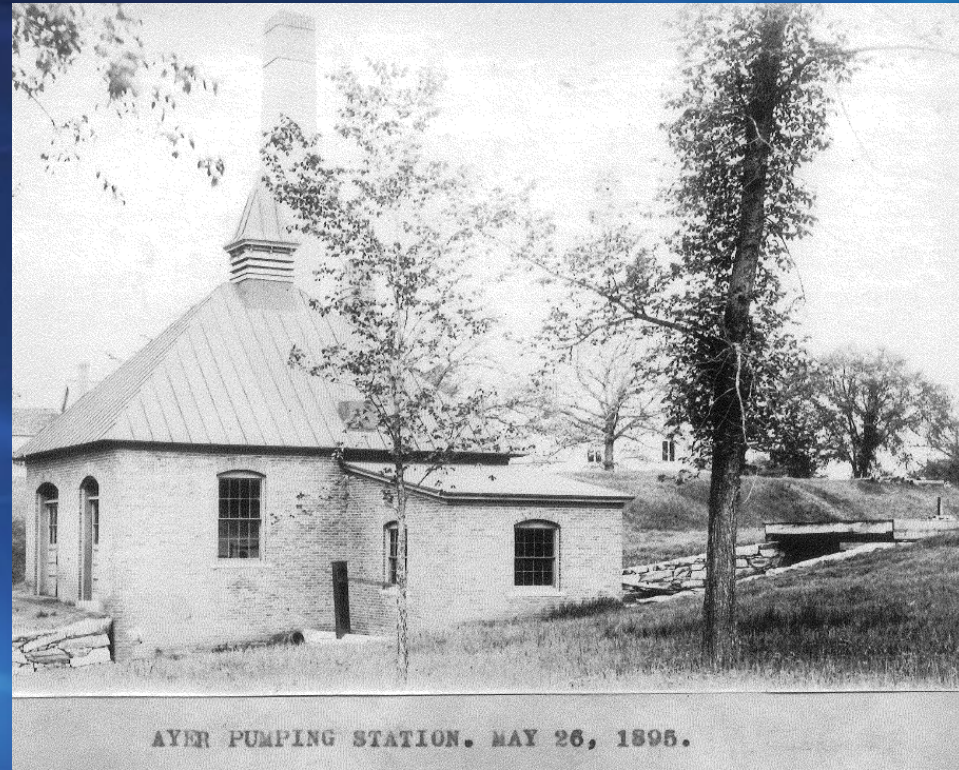


# AYER DPW WATER & WASTEWATER

- We provide safe drinking water and collect and treat wastewater for the citizens and businesses
- We focus on water 24 hours a day, 7 days a week
  - Maintain and protect our drinking water supply wells
  - Treat water to make it safe to drink
  - Test water to meet quality standards
  - Deliver water to your home
  - Collect wastewater from throughout the Town
  - Treat the wastewater to remove contaminants and nutrients before discharging to the river

# Ayer Water System

- Constructed in 1895
- Serves 3200 customers
- Provides water for domestic use, commercial use and fire protection
- 50 miles of pipe
- 5 wells and 2 treatment plants
- 2 water storage tanks



# Ayer Water Infrastructure Issues

- Aging pipes resulting in numerous breaks and “dirty water” complaints
- Numerous dead-end pipes result in water quality problems
- PFAS Contamination in all Ayer wells – treatment under construction
- Drinking water is highly regulated, requiring special licenses, testing and reporting
- Water is tested for over 100 quality parameters



# PFAS Treatment Costs are HUGE

- PFAS is a new regulated contaminant and is present in all Town wells
- So far total cost is \$11.5M
- Grove Pond PFAS Treatment Cost \$ 4.4M
  - Obtained grant from Army for construction
  - O&M costs are unknown
- Spectacle Pond PFAS Treatment Cost \$ 6.2M
  - Obtained MADEP Grant of \$200,000 for engineering
  - Received State SRF Funding (Low Interest Loan) for construction

# Grove Pond PFAS Treatment Plant



- Completed in October 2020
- Treats approximately 50% of Town water supply
- PFAS is removed to non-detect levels



# Spectacle Pond PFAS Treatment



- Construction started in November 2020
- Completion expected in April 2022
- Includes roofing and electrical upgrade to existing water treatment plant



# Ayer Sewer System

- Original system constructed in 1945
- System includes:
  - 34 miles of gravity sewer
  - 3.5 miles of force mains
  - 19 pump stations
  - Tertiary Wastewater Treatment Plant
- We have our sludge trucked to RI and is very costly



# Ayer Sewer Infrastructure Issues

- Wastewater treatment must meet strict water quality standards
- We are in the middle of a 10 year improvement program for the 37 year old treatment plant
- Plant operation requires dozens of pumps, motors and mechanical equipment – costly to operate and maintain
- Beginning repairs to aging sewer pipe- estimated \$5M over a phased implementation - \$750K per year
- Westford Road Sewer Replacement





# Wastewater Treatment Plan Upgrades Completed to Date

- Electrical system upgrades
- HVAC in Motor Control / Electrical Building
- HVAC in WWTP
- Plant- wide architectural and structural repairs
- Grit removal system improvements
- SCADA / control upgrade (including cybersecurity)
- Fire Protection System
- Construction of room for sludge dewatering system in next phase
- Construction of Alum Chemical Feed System

# Criteria for Rates

**Overall Goal** – to set rates to recover costs & avoid significant fluctuations

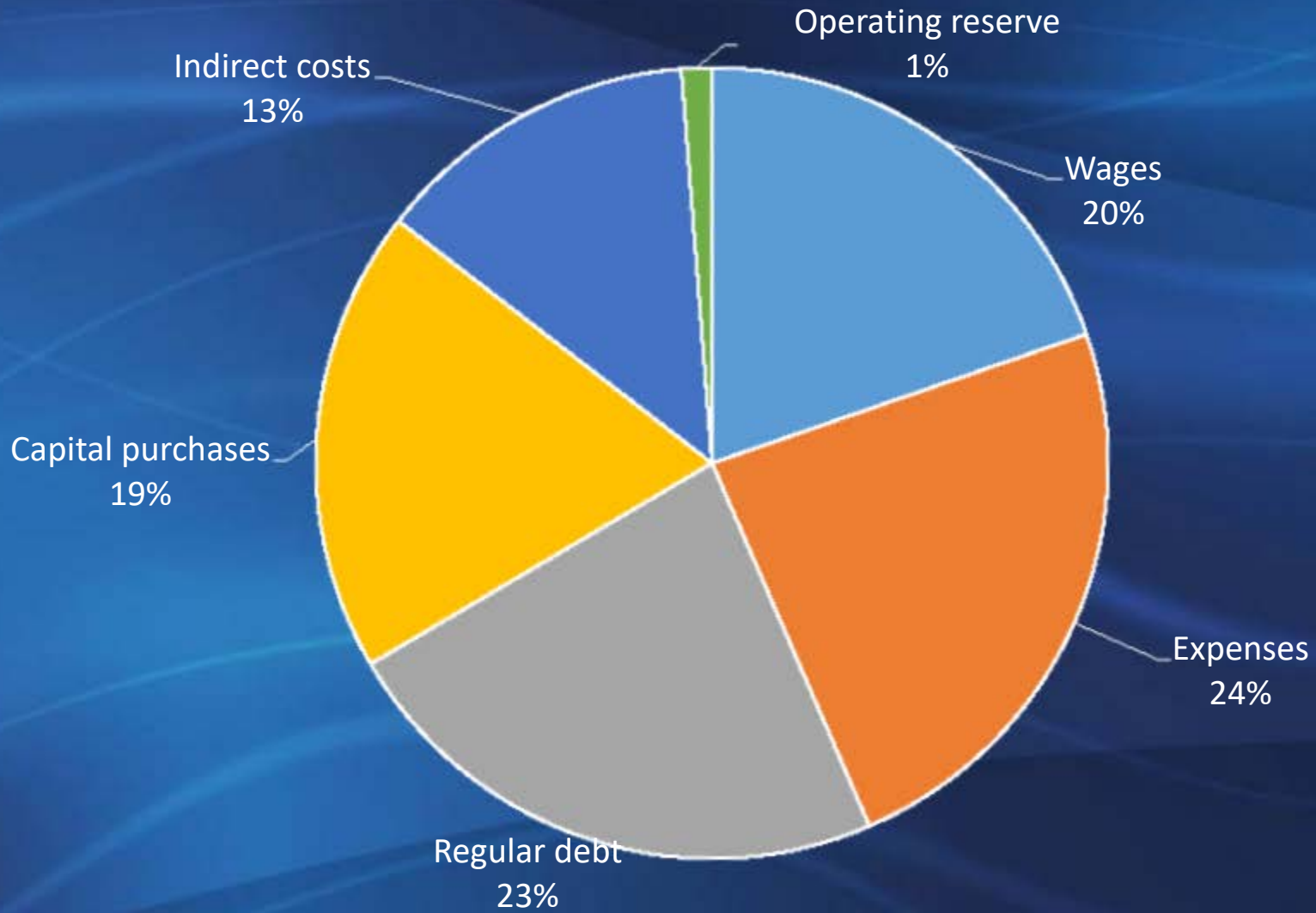
## **Criteria:**

- Project expenses, including future capital needs in order to avoid spikes in rates
- Continue to build stabilization reserve balances for each fund (for future capital needs)
- Use stabilization reserve as needed

# Water Division Budget

	FY2021 Actual	FY2022 Budget	FY2023 Budget
Wages	\$375,961	\$470,340	478,243
Expenses	611,109	571,000	577,001
Regular debt	448,439	495,999	558,540
Capital purchases	164,106	165,000	460,000
Indirect costs	297,781	312,839	322,224
Operating reserve	-	30,000	30,000
Totals	\$1,897,396	\$2,045,178	2,426,008

# Water Division Budget



# Water Division Capital Plan

Item Requested	FY23	FY24	FY25	FY26	FY27
Annual Water Main Replacements	\$300,000	\$300,000	\$300,000	\$350,000	\$350,000
Water meter reader vehicle	\$35,000				
Utility Truck with Plow	\$60,000				
Washington Street Water Tank Painting		\$450,000			
Spec Pond Groundwater Supply Development	\$120,000				
Spec Pond Well#3 pumping station & transmission line		\$250,000	\$1,750,000		
Grove Pond Well 6 Replacement Well				\$120,000	

# Water Division Capital Plan

Item Requested	FY23	FY24	FY25	FY26	FY27
Grove Pond Well 7 Replacement Well		\$120,000			
Spec Pond GAC media Replacement			\$168,000		\$168,000
Spec Pond GAC Upgrade for Well #3				\$585,000	
Portable Generator - Split with WW	\$75,000				
Grove Pond Well #6 Replacement					\$120,000
Spec Pond Transmission Main	(ARPA) \$600,000				
<b>Totals</b>	<b>\$1,190,000</b>	<b>\$1,120,000</b>	<b>\$2,218,000</b>	<b>\$1,055,000</b>	<b>\$638,000</b>

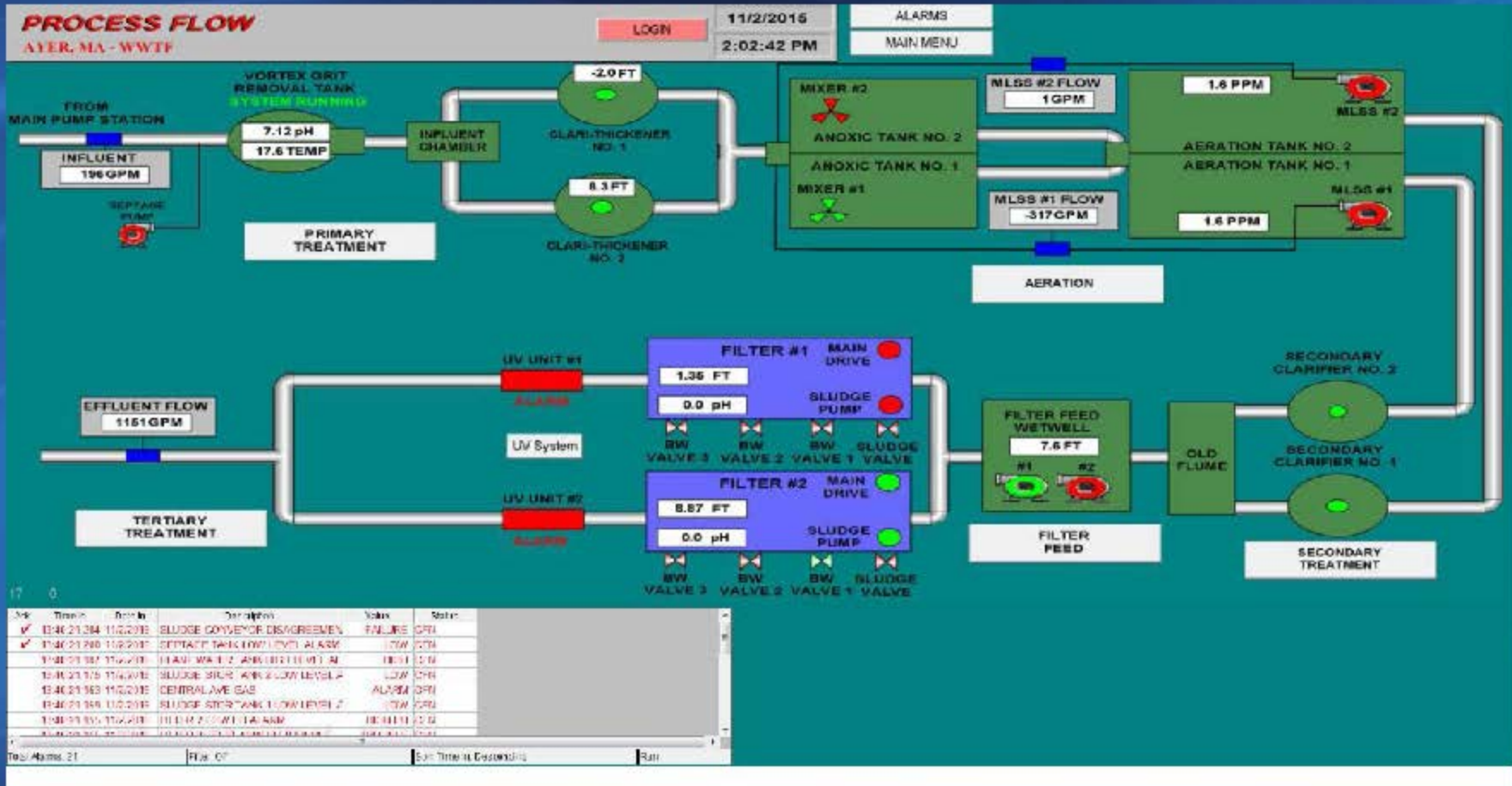
# PROPOSED WATER RATES

## Per Hundred Cubic Feet (750 gallons)

	<b>Current</b>	<b>Proposed</b>	<b>\$ Increase</b>
Step 1	\$2.95	\$3.01	\$0.06
Step 2	\$3.65	\$3.72	\$0.07
Step 3	\$4.33	\$4.42	\$0.09
Conservation Rate	\$4.33	\$4.42	\$0.09

Current and proposed rate steps increase at 3,000 cubic feet.  
Rate increases for FY23 through FY26 supplemented with \$2.3M of Water Retained Earnings.

# Proposed Sewer Rates

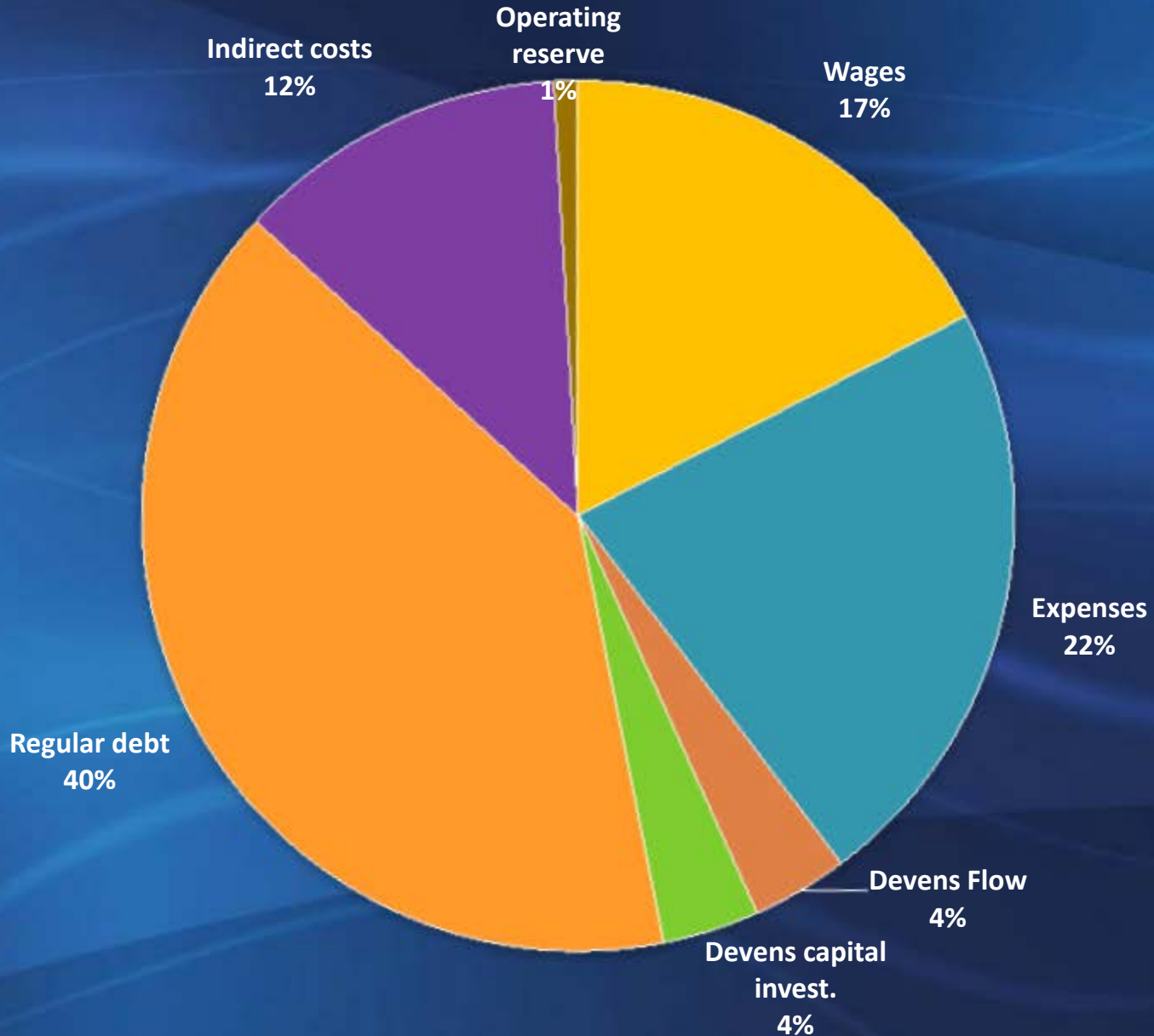




# Wastewater Division Budget

	<b>FY21 Actuals</b>	<b>FY22 Budget</b>	<b>FY23 Budget</b>
Wages	\$486,402	\$574,763	\$585,311
Expenses	927,632	828,950	847,571
Devens flow	199,908	134,837	120,000
Devens capital invest.	121,958	120,262	120,262
Regular debt	1,047,725	1,408,069	1,342,114
Capital purchases		1,000,000	
Indirect costs	371,956	396,773	412,644
Operating reserve	-	30,000	30,000
<b>Totals</b>	<b>\$ 3,155,581</b>	<b>\$4,493,654</b>	<b>\$3,457,902</b>

# Wastewater Division Budget



# Wastewater Capital Plan

	Item Requested	FY23	FY24	FY25	FY26	FY27
1	Inflow/ Infiltration Repairs			\$750,000	\$750,000	\$750,000
2	WWTP Upgrades			\$3,500,000		\$3,300,000
3	Portable Generator - Split with Water	\$75,000				
4	Westford Road Sewer Replacement	(ARPA) \$700,000				
5	Sandy Pond Road Sewer Rehabilitation		\$2,500,000			
6	Pickup Truck Replacement		\$40,000			
7	Bennetts Brook Pump Station Upgrades				\$150,000	
	<b>Yearly Totals</b>	<b>\$1,275,000</b>	<b>\$2,540,000</b>	<b>\$4,250,000</b>	<b>\$900,000</b>	<b>\$4,050,000</b>

# PROPOSED SEWER RATES

## Per Hundred Cubic Feet (750 gallons)

	<b>Current</b>	<b>Proposed</b>	<b>\$ Increase</b>
Step 1	\$8.57	\$8.78	\$0.21
Step 2	\$9.81	\$10.06	\$0.25
Step 3	\$11.16	\$11.44	\$0.28

Current and proposed rate steps increase at 3,000 cubic feet.  
Rate increases for FY23 through FY25 supplemented with \$1.5M of Sewer Retained Earnings.

# Impact on Average Ayer Resident

	Proposed Quarterly FY23	Quarterly FY22	Quarterly Increase	Annual Increase
Water	\$ 30.01	\$ 29.50	\$ 0.51	\$ 2.04
Sewer	\$ 87.80	\$ 85.70	\$ 2.10	\$ 8.40
Total	\$ 117.81	\$ 115.20	\$ 2.61	\$ 10.44

Impact on single family residential quarterly bill based on average quarterly usage of 1,000 cubic feet

# Rate Committee Recommends

- Select Board vote to increase water & sewer rates as proposed by the Rate Committee effective July 1, 2022



**From:** [Alan Manoian](#)  
**To:** [Robert Pontbriand](#)  
**Cc:** [Carly Antonellis](#); [Mark Archambault](#)  
**Subject:** Ayer's Inclusion in the MRPC Trucking/Freight Study  
**Date:** Thursday, March 10, 2022 10:11:55 AM  
**Importance:** High

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Robert & Mark,

I just had a conversation with Sheri Bean of MRPC.

I advocated the Town of Ayer's inclusion in the Shirley/Lunenburg Regional Trucking/Freight Impact Study – and Sheri stated that if we can get the Ayer Select Board to vote favorably (by this Tuesday night) on the Town of Ayer's Inclusion in the Study – then MRPC will make it a 2-year study and will include the Town of Ayer.

Sheri Bean requires a Letter from the Ayer Select Board supporting (with vote) the Town of Ayer's Inclusion in the Study.

I will now compose the DRAFT Letter from the Ayer Select Board – and if we can place this on this Tuesday's Agenda – the Town of Ayer will be included in the Trucking/Freight Impact Study.

I will forward the DRAFT Letter to you within the next 15-minutes.

Thank you,  
*Alan S. Manoian*

Alan S. Manoian  
Dir. Office of Community & Economic Development (AOCED)  
Town of Ayer MA  
One Main Street  
Ayer, MA 01432  
978.772.8220 ext. 141  
978.501.1674 (cell#)  
[amanoian@ayer.ma.us](mailto:amanoian@ayer.ma.us)

3/10/2022

Montachusett Regional Planning Commission  
Glen Eaton, Executive Director  
464 Abbott Ave.  
Leominster, MA 01453

Dear Mr. Eaton,

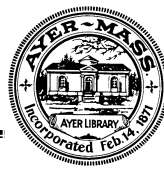
On March 15<sup>th</sup> the Town of Ayer Select Board voted in favor of supporting the Town of Ayer's inclusion in the Montachusett Regional Planning Commission (MRPC) "Shirley-Lunenburg Regional Trucking/Freight Impact Study".

The Town of Ayer, especially Main Street in Downtown Ayer, is experiencing an exceedingly high and escalating volume of heavy regional freight trucking which is resulting in an increasingly detrimental impact to the Town of Ayer's local public safety, air-quality, sound-levels, walk-ability & bike-ability, downtown small business operations, downtown customer experience, and proposed new downtown residential development.

The Town of Ayer thanks our partners at the MRPC for their consideration in including the Town of Ayer in the "MRPC Regional Trucking/Freight Impact Study".

Thank you,





## MEMORANDUM

Date: March 10, 2022  
To: Select Board  
From: Dan Van Schalkwyk, P.E., Director  
Subject: **Agenda Items for March 15, 2022, Select Board Meeting**

- 1. Award of Westford Road Water and Sewer Replacement Project** - General bids for the Westford Road Water and Sewer Replacement Project were received at the DPW on March 9, 2022. We received 7 bids ranging from \$572,500 to \$950,050. The low bidder is Joseph P. Cardillo & Son, Inc. (Cardillo). The DPW has reviewed Cardillo's required submittals (paperwork, references, etc.) and I recommend awarding the contract to Cardillo in the amount of \$572,500.00

Requested Motion – Vote to execute the Notice of Award to Joseph P. Cardillo & Son, Inc. for the Westford Road Water and Sewer Replacement Project (for signature by the Chair).

- 2. Execution of Contract for Birch and McDowell Water and Drain Improvements** – Attached is a contract for execution for water and drain improvements on Birch and McDowell Streets. We opened 9 bids for the project on February 24<sup>th</sup>. Bids ranged from \$168,845 to \$277,356. The low bidder is CHB Excavating of Westford, MA. The DPW has reviewed CHB Excavating's required submittals (paperwork, references, etc.) and I recommend executing the contract with CHB Excavating in the amount of \$168,845.00

Requested Motion – Vote to execute the contract with CHB Excavating for the Birch and McDowell Water and Drain Improvements project in the amount of \$168,845.00 (for signature by the Board).

- 3. West Main Street Bridge Replacement Update** – The DPW will provide a brief presentation to the Select Board of the current status and plan for the West Main Street Bridge over the Nonacoicus Brook.

**SECTION 00810  
NOTICE OF AWARD**

Dated 03/15/2022

Project: <b>Westford Road Water and Sewer Replacement</b>	Owner: <b>Town of Ayer</b>	Owner's Contract No.: <b>22DPW08</b>
Contract: <b>Westford Road Water and Sewer Replacement</b>		Engineer's Project No.:
Bidder: <b>Joseph P. Cardillo &amp; Son, Inc.</b>		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		
<b>1 Melvin Street Suite C, Wakefield, MA 01880</b>		

You are notified that your Bid dated 03/09/2022 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Total Bid Price.

The Total Bid Price includes the Work indicated in the Contract Documents to construct the Westford Road Water and Sewer Replacement. The Work is generally described in Section 01 11 13 of the General Requirements.

(Indicate total Work, alternates or sections or Work awarded.)

The Contract Price of your Contract is  
\$572,500.00 Dollars (Five Hundred Seventy-Two Thousand Five Hundred dollars and Zero cents).

1 electronic copy of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

1 electronic copy of the Drawings will be delivered separately or otherwise made available to you immediately.  
Hard copies of the proposed Contract Documents and Drawings shall be distributed separately.

You must comply with the following conditions precedent within 10 days of the date you receive this Notice of Award.

1. Deliver to the Owner (Town of Ayer) three (3) fully executed originals of the Agreement as specified in Article 25 of the Instructions to Bidders.
2. Deliver to the Owner (Town of Ayer) three (3) originals of the Contract security [Bonds] as specified in Article 23 of the Instructions to Bidders.
3. Other conditions precedent:

Provide Insurance documentation per Article 24 of the Instructions to Bidders. The Town of Ayer shall be named as additionally insured.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Date \_\_\_\_\_

By: \_\_\_\_\_  
Town of Ayer  
Owner  
Authorized Signature  
Chair, Select Board  
Title

## BID FORM

### WESTFORD ROAD WATER AND SEWER REPLACEMENT

#### TABLE OF ARTICLES

1. Bid Recipient
2. Bidder's Acknowledgements
3. Bidder's Representations
4. Bidder's Certifications
5. Basis of Bid
6. Time of Completion
7. Attachments to this Bid
8. Defined Terms
9. Bid Submittal

#### ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Town of Ayer  
Ayer Department of Public Works  
25 Brook Street  
Ayer, MA 01432

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Owner, by executing the Agreement form included in the Bidding Documents, to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

#### ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and

reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda.

Addendum No.	Addendum Date
#1	2/25/22
#2	3/1/22
#3	3/4/22

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 – BIDDER’S CERTIFICATIONS

##### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of the Paragraph 4.01.D;
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the price(s) indicated in the following form.

Lump sum and unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that (1) each bid unit price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

**Town of Ayer, Massachusetts  
Westford Road Water and Sewer Replacement  
Bid Form**

Item No.	Brief Description and Unit or Lump Sum Price Bid in Words	Estimated Quantity	Unit	Unit Price Bid in Numbers	Total Item Bid Price
1.	Furnish and Install 8-inch Ductile Iron Water Mains <u>TWO HUNDRED DOLLARS ZERO CENTS</u> Dollars	800	LF	\$ 200.00	\$ 160,000.00
2a.	Furnish and Install 6-inch Gate Valves and Boxes <u>FOUR THOUSAND DOLLARS ZERO CENTS</u> Dollars	1	EA	\$ 4,000.00	\$ 4,000.00
2b.	Furnish and Install 8-inch Gate Valves and Boxes <u>FOUR THOUSAND DOLLARS ZERO CENTS</u> Dollars	4	EA	\$ 4,000.00	\$ 16,000.00
3a.	Removal, Furnish and Install Hydrant Assembly <u>EIGHT THOUSAND DOLLARS ZERO CENTS</u> Dollars	1	EA	\$ 8,000.00	\$ 8,000.00
4.	Furnish and Install Corporation Stops and Taps, Curb Stops and Curb Boxes, and 1-inch Copper Service Pipe <u>TWO THOUSAND DOLLARS ZERO CENTS</u> Dollars	4	EA	\$ 2,000.00	\$ 8,000.00
5.	Temporary Water Service <u>FIFTY THOUSAND DOLLARS ZERO CENTS</u> Dollars	1	LS	\$ 50,000.00	\$ 50,000.00
6a.	Furnish and Install 12-inch SDR 35 PVC Sewer <u>ZERO</u> <u>TWO HUNDRED FIFTY DOLLARS CENTS</u> Dollars	580	LF	\$ 250.00	\$ 145,000.00
6b.	Furnish and Install 15-inch SDR 35 PVC Sewer <u>ZERO</u> <u>TWO HUNDRED FIFTY DOLLARS CENTS</u> Dollars	220	LF	\$ 250.00	\$ 55,000.00
7.	Furnish and Install Sewer Manhole <u>ZERO</u> <u>TEN THOUSAND DOLLARS CENTS</u> Dollars	4	EA	\$ 10,000.00	\$ 40,000.00
8.	Removal and Disposal or Abandonment in Place of Existing AC Sewer Pipe <u>TWENTY FIVE THOUSAND DOLLARS ZERO CENTS</u> Dollars	1	LS	\$ 25,000.00	\$ 25,000.00
9.	Removal and Disposal or Abandonment in Place of Existing Manhole <u>ONE THOUSAND DOLLARS ZERO CENTS</u> Dollars	2	EA	\$ 1000.00	\$ 2,000.00

Town of Ayer, Massachusetts  
Westford Road Water and Sewer Replacement  
Bid Form

Item No.	Brief Description and Unit or Lump Sum Price Bid in Words	Estimated Quantity	Unit	Unit Price Bid in Numbers	Total Item Bid Price
10.	Rock Removal <i>ONE HUNDRED DOLLARS ZERO CENTS</i> Dollars	25	CY	\$ 100.00	\$ 2,500.00
11.	Permanent Pavement, Mill and Overlay <i>Forty Dollars ZERO CENTS</i> Dollars	800	SY	\$ 40.00	\$ 32,000.00
SUBTOTAL ITEMS 1 THROUGH 11, INCLUSIVE					\$ 547,500.00
12.	Mobilization and Demobilization (maximum 5% of subtotal of all previous items) <i>Twenty Five Thousand Dollars ZERO CENTS</i> Dollars	1	LS	\$ 25,000.00	\$ 25,000.00
					Total Base Bid Price (Numbers)
<b>TOTAL BASE BID PRICE IN WORDS</b> <i>FIVE HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS</i> Dollars					\$ 572,500.00



ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages and special damages in the event of failure to complete the Work within the Contract Times. Bidder also accepts the provisions for performance damages, if any, included in the Contract Documents.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Required bid security
  - B. Required Qualifications Statement with supporting data.
  - C. Listing of Subcontractors, Suppliers, and other individuals and entities required to be identified in this Bid.
  - D. Affidavit of non-collusion.
  - E. Evidence of authority to do business in the jurisdiction of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.
  - F. Contractor's License No. N/A, or evidence of Bidder's ability to obtain a contractor's license in the jurisdiction of the Site and a covenant by Bidder to obtain said license within the time for acceptance of Bids.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

BIDDER: [Indicate correct name of bidding entity]

Joseph P. Cardillo & Son, Inc.

By: [Signature]

Mr J. Willo

[Printed name]

MARK J. CARDILLO

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Eileen Cardillo

[Printed name]

EILEEN CARDILLO

Title:

GENERAL MANAGER

Submittal Date:

3/9/22

Address for giving notices:

1 Melvin St.

Suite C

Waketield, MA 01880

Telephone Number:

981-245-8045

Fax Number:

981-245-3478

Contact Name and e-mail address:

MAURA SARNAGLIA

maura@jpcardillo.com

Bidder's License

No.:

N/A

(where applicable)

++ END OF BID FORM ++

**Joseph P. Cardillo & Son, Inc.**

1 Melvin Street Suite C Wakefield, MA 01880

Phone: 781-245-8095 Fax: 781-245-3478

Email: [maura@ipcardillo.com](mailto:maura@ipcardillo.com)

**Certificate of Vote Authorization**

Date: 3/9/22

I, Mark Cardillo, Clerk of Joseph P. Cardillo & Son, Inc. hereby certify that a meeting of the Board of Directors of said Corporation duly held on the 15<sup>th</sup> Day of April 2018, at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That Mark J. Cardillo is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with corporate seal, execute, and any such contract or obligation by such Mark J Cardillo to be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by the subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that Mark J Cardillo is the duly elected/appointed President of said Corporation.

SIGNED:

*Mark J. Cardillo*

**(Corporate Seal)**

Commonwealth of Massachusetts

Middlesex,ss

Date: 3/9/22

**Then personally appeared the above, named and acknowledged the foregoing instrument to be their free act and deemed before me,**

*Stephanie Marie Croston*



Stephanie Marie Croston  
NOTARY PUBLIC  
Commonwealth of Massachusetts  
My Commission Expires  
May 6, 2027

**Notary Public:**

**My Commission Expires:** 5/6/27

## SECTION 00510

### AGREEMENT

THIS AGREEMENT is by and between The Town of Ayer, Massachusetts (“Owner”) and  
CHB Excavating Inc. (“Contractor”).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work involves the installation of approximately 870 linear feet of 6-inch ductile iron (DI) water main on both Birch and McDowell Streets. The work includes the replacement of water main appurtenances, hydrant assemblies, house service connections, and interconnections with other streets within the limits of work. The drainage work includes the proposed leaching catch basins on both Birch and McDowell Streets.

#### ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The Base Bid and accepted add alternates in accordance with the Contract Documents for the Project.

#### ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Ayer DPW (Engineer), who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

#### ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 100 days after the date when the Contract Times commence to run as provided in Paragraph 3 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 3.9 of the General Conditions within 130 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the

Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

#### **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01A.

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### **ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 5 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the General Conditions:

a. 95 percent of Work completed (with the balance being retainage); and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts as Engineer shall determine in accordance with the General Conditions.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with the General Conditions and the Supplementary Conditions, Owner shall pay the remainder of the Contract Price as recommended by the Engineer and as provided in the General Conditions, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

#### **ARTICLE 7 – INTEREST**

7.01 Not Applicable

#### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally enough to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 5, inclusive).
  - 2. Performance bond and Payment bond
  - 3. General Conditions
  - 4. Supplementary Conditions
  - 5. Specifications as listed in the table of contents of the Project Manual.
  - 6. Drawings consisting of 6 sheets with each sheet bearing the following general title: Birch and McDowell Water and Drain Improvements.
  - 7. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 8. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor’s Bid (pages 00300-1 to 00300-7, inclusive).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - c. \_\_\_\_\_.

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - b. Work Change Directives.
  - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four copies. One counterpart each has been delivered to Owner, Contractor, Engineer, and Agency. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement is dated \_\_\_\_\_.

OWNER:

CONTRACTOR

Select Board  
Town of Ayer  
Ayer, Massachusetts  
\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Chair

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: Member

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: Member

Title: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

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

\_\_\_\_\_

Title: Treasurer

\_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: Clerk

Title: \_\_\_\_\_

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

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

Agent for service of process:  
\_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)



SECTION 00300

FORM FOR GENERAL BID

Ayer Department of Public Works  
Ayer, Massachusetts  
Birch and McDowell Water and Drain Improvements

The following Bid is submitted to: Town of Ayer Department of Public Works  
25 Brook Street  
Ayer, MA 01432

By (Contractor Name): CHB Excavating Inc  
(Address for Giving Notice): 197 Concord Rd  
Westford Ma 01886

A. The Undersigned proposes to furnish all labor and materials required for the Birch and McDowell Water and Drain Improvements in Ayer, Massachusetts, in accordance with the accompanying plans and specifications prepared by The Ayer DPW for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda

Number 0  
Dated \_\_\_\_\_

C. BASE BID -The proposed contract price for the **Base Bid including Bid Items 1 through 11** complete is

One Hundred Sixty Eight Thousand Eight  
Hundred forty five dollars zero cent dollars (\$168,845.00).  
(in Words) (in Figures)

D. The subdivision of the proposed contract price is as follows:

**BASE BID**

Item No.	Quantity*	Brief Description of Item with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
1	870 LF	6-Inch Diameter Ductile Iron Water Mains The Sum of \$ <u>Sixty nine thousand Six hundred</u> dollars zero cents <u>Eighty</u> dollars zero cents Per Linear Foot	\$ <u>80.00</u>	\$ <u>69,600.00</u>
2	2 EA	6-Inch Diameter Gate Valves and Boxes The Sum of \$ <u>four thousand</u> dollars zero cents <u>Two Thousand</u> dollars Per Each <u>zero cents</u>	\$ <u>2,000.00</u>	\$ <u>4,000.00</u>
3A	2 EA	Install Hydrant Assembly The Sum of \$ <u>Twelve Thousand</u> dollars zero cents <u>Six Thousand</u> dollars zero Per Each <u>cents</u>	\$ <u>6,000.00</u>	\$ <u>12,000.00</u>
3B	2 EA	Remove Existing Hydrant and Valve Box <u>one thousand two hundred</u> dollars zero cents The Sum of \$ <u>600.00</u> <u>Six hundred</u> dollars zero cents Per Each	\$ <u>600.00</u>	\$ <u>1,200.00</u>
4	13 EA	1-Inch Corporation Stops and Taps The Sum of \$ <u>Nineteen thousand five hundred</u> dollars zero cents <u>one thousand five hundred</u> dollars zero cents Per Each Dollars zero cents	\$ <u>1,500.00</u>	\$ <u>19,500.00</u>
5	13 EA	Curb Stops and Curb Boxes The Sum of \$ <u>Five Thousand Two hundred</u> dollars zero cents <u>four hundred</u> dollars zero Per Each <u>cents</u>	\$ <u>400.00</u>	\$ <u>5,200.00</u>
6	180 LF	1-Inch Copper Service Pipe The Sum of \$ <u>nine thousand</u> dollars zero cents <u>Fifty</u> dollars zero cents Per Linear Foot	\$ <u>50.00</u>	\$ <u>9,000.00</u>
7	1 LS	Temporary Water Service The Sum of \$ <u>Ten thousand</u> dollars zero cents <u>Ten thousand</u> dollars zero cents Lump Sum	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>

Item No.	Quantity*	Brief Description of Item with Unit Bid Price in Words	Unit Bid In Figures	Amount In Figures
8	133 CY	Gravel Subbase The Sum of \$ <u>Two Thousand Six hundred sixty dollars zero cents</u> <u>Twenty dollars zero cents</u> Per Cubic Yard	\$ <u>20.00</u>	\$ <u>2,660.00</u>
9A	450 SY	Trench Binder Course Bituminous Pavement The Sum of \$ <u>Thirteen thousand five hundred dollars zero cents</u> <u>Thirty dollars zero cents</u> Per Square Yard	\$ <u>30.00</u>	\$ <u>13,500.00</u>
9B	450 SY	Trench Top Course Bituminous Pavement The Sum of \$ <u>Eight thousand one hundred dollars zero cents</u> <u>Eighteen dollars zero cents</u> Per Square Yard	\$ <u>18.00</u>	\$ <u>8,100.00</u>
10	417 SY	Loam and Seed The Sum of \$ <u>Two thousand eight hundred fifty five dollars zero cents</u> <u>Five dollars zero cents</u> Per Square Yard	\$ <u>5.00</u>	\$ <u>2,085.00</u>
11	2 EA	Install Leaching Catch Basin The Sum of \$ <u>Twelve thousand Six thousand dollars zero cents</u> Per Each	\$ <u>6,000.00</u>	\$ <u>12,000.00</u>

\* Indeterminate quantities assumed for comparison of bids. Quantities are not guaranteed. Payment will be based on actual quantities installed/constructed.

- F. The undersigned agrees that, if selected as general contractor, he/she will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all, the Contract Documents as prepared by The Ayer Department of Public Works and dated February 2022 have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

The time period for holding bids, where Federal approval is not required is 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

The Bid Security accompanying this Bid shall be in the amount of 5 percent of the Bid. The Bid Security shall be sealed in a separate envelope from the Bid and then attached to the envelope containing the Bid.

If a Notice of Award accompanied by at least six unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within thirty days, excluding Saturdays, Sundays, and legal holidays after the actual date of the opening of the General Bids, the undersigned will within five days, excluding Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

The undersigned hereby agrees that the Contract Time shall commence twenty days following the Effective Date of the Agreement and that the Work will be substantially complete and completed and ready for final payment in accordance with paragraph the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. Work will be substantially complete within **100** calendar days after the date when the Contract Time commences to run provided in the General Conditions and completed and ready for final payment within **130** calendar days after the date when the Contract Time commences to run. The undersigned further understands that delays in completion of the Work will cause the OWNER to suffer damages and incur substantial costs, and will expose the OWNER to other substantial liabilities, and that if the selected Contractor shall neglect, fail or refuse to achieve Substantial Completion or final completion of the Work within the times specified

above, as such times may be extended pursuant to the provisions of the Contract Documents, the OWNER will hold the selected Contractor strictly liable for all such damages and any other damages, costs, expenses or liabilities sustained or incurred by the OWNER arising out of such delays, as further provided in the Agreement, or for any delay in achieving any other milestones set forth in the Contract Documents in accordance with the terms of the Agreement. The undersigned accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time in the amount of \$500 per day after substantial completion time limits and \$500 per day after final completion time limits.

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials, and complete the work in its entirety in the manner and under the conditions required.

In comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. After determination of the Successful Bidder based on the responsiveness, responsibility, and other Factors set forth in the Instructions, the award may be made to said Successful Bidder on its Base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

The undersigned agrees that extra work, if any, will be performed in accordance with Article 10 of the General Conditions of the Contract and will be paid for in accordance with Article 11 of the General Conditions of the Contract.

The bidding and award of this Contract will be in accordance with M.G.L. Chapter 30, Section 39M.

The undersigned must furnish a 100 percent Performance Bond and a 100 percent Payment Bond with a surety company acceptable to OWNER.

Where indicated for amounts to be shown in both words and figures, in case of discrepancy, the amount shown in words shall govern.

The following documents are attached to and made a condition of this Bid:

- (a) This Bid Form in its Entirety.
- (b) Required Bid Security.
- (c) Required Experience Statement (Section 00405) with supporting data.

**CERTIFICATIONS**

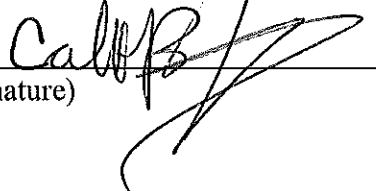
Pursuant to M.G.L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he/she will comply fully with all laws and regulations.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section Twenty-nine F of Chapter Twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

45-0518478  
Social Security Number or  
Federal Identification Number

CHB Excavating Inc  
Individual or Corporate Name  
(Print or Type)  
By:   
(Signature)

RESPECTFULLY SUBMITTED on Feb 24, 2022

**An Individual**

By (Individual's Name) \_\_\_\_\_

(SEAL)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**A Partnership**

By (Firm Name) \_\_\_\_\_

(SEAL)

(General Partner) \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**A Corporation**

By (Corporation Name) CHB Excavating Inc (Corporate Seal)

(State of Incorporation) Mass.

By (Name and Title of Person Authorized to Sign) Calvin Brandford

Attest (Secretary) \_\_\_\_\_

Business address: 197 Concord Rd Westford

Phone No.: 617 719-1252

**A Joint Venture**

By (Name) \_\_\_\_\_ (SEAL)

(Address) \_\_\_\_\_

Phone No.: \_\_\_\_\_

By (Name) \_\_\_\_\_ (SEAL)

(Address) \_\_\_\_\_

Phone No.: \_\_\_\_\_

By (Name) \_\_\_\_\_ (SEAL)

(Address) \_\_\_\_\_

Phone No.: \_\_\_\_\_

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

SECTION 00302

CERTIFICATE OF AUTHORITY TO SIGN

At a duly authorized meeting of the Board of Directors of CHB Excavating Inc.  
(Company Name)  
held on 2/24/22, at which all the Directors were present or waived notice, it was voted  
(Date)  
that CALVIN H Brandt, \_\_\_\_\_,  
(Officer Names)  
of this Company, be and he/she/they hereby is/are authorized to execute Bidding Document,  
Contracts and Bonds in the name and on behalf of said Company, and affix its corporate seal thereto,  
and such execution of any contract or obligation in this Company's name on its behalf by such  
CALVIN H Brandt under seal of the Company shall be valid and binding upon this Company.  
(Officer/Title)

I hereby certify that the above vote has not been amended or rescinded and remains in full effect as of  
this date 2/24/22.

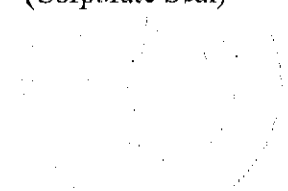
A true copy,

ATTEST



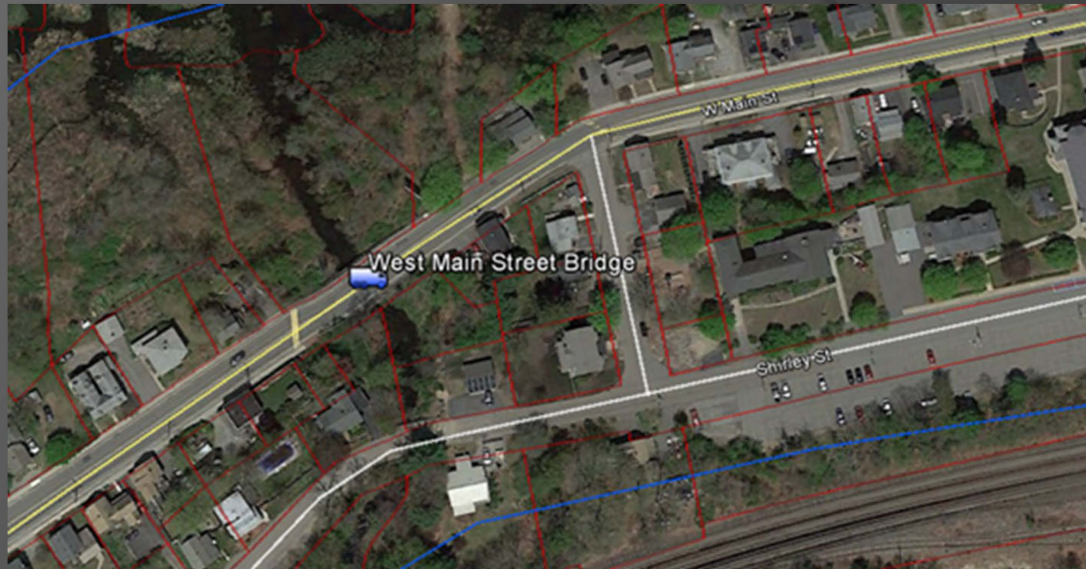
Clerk

(Corporate Seal)



(General Bidders and Sub-Bidders shall complete and submit this Form or a similar Form as proof of Authority to Sign)





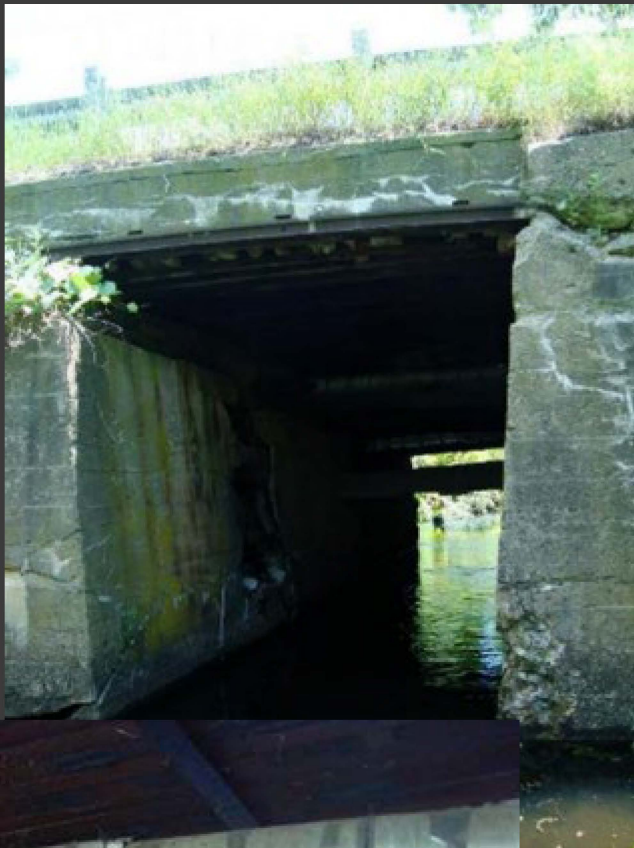
# PROJECT UPDATE WEST MAIN STREET BRIDGE REPLACEMENT

TOWN OF AYER SELECT BOARD MARCH 15, 2022



# Project Background

- Replaces existing stone culvert / bridge on West Main Street constructed 120 years ago over Nonacoicus Brook
- Critical link for Ayer connecting businesses, schools and residents to Shirley, Devens and Lunenburg
- Bridge on Shirley Street is currently closed due to unsafe conditions
- Structure is in poor-to-severe condition



# Project Status

- Appropriated \$1.23M at 2018 ATM
- Received \$500K MassDOT Small Bridge Grant
- Designed and bid project October 2020
- Bridge must be designed to MassDOT standards
- Low Bid was \$2.547M

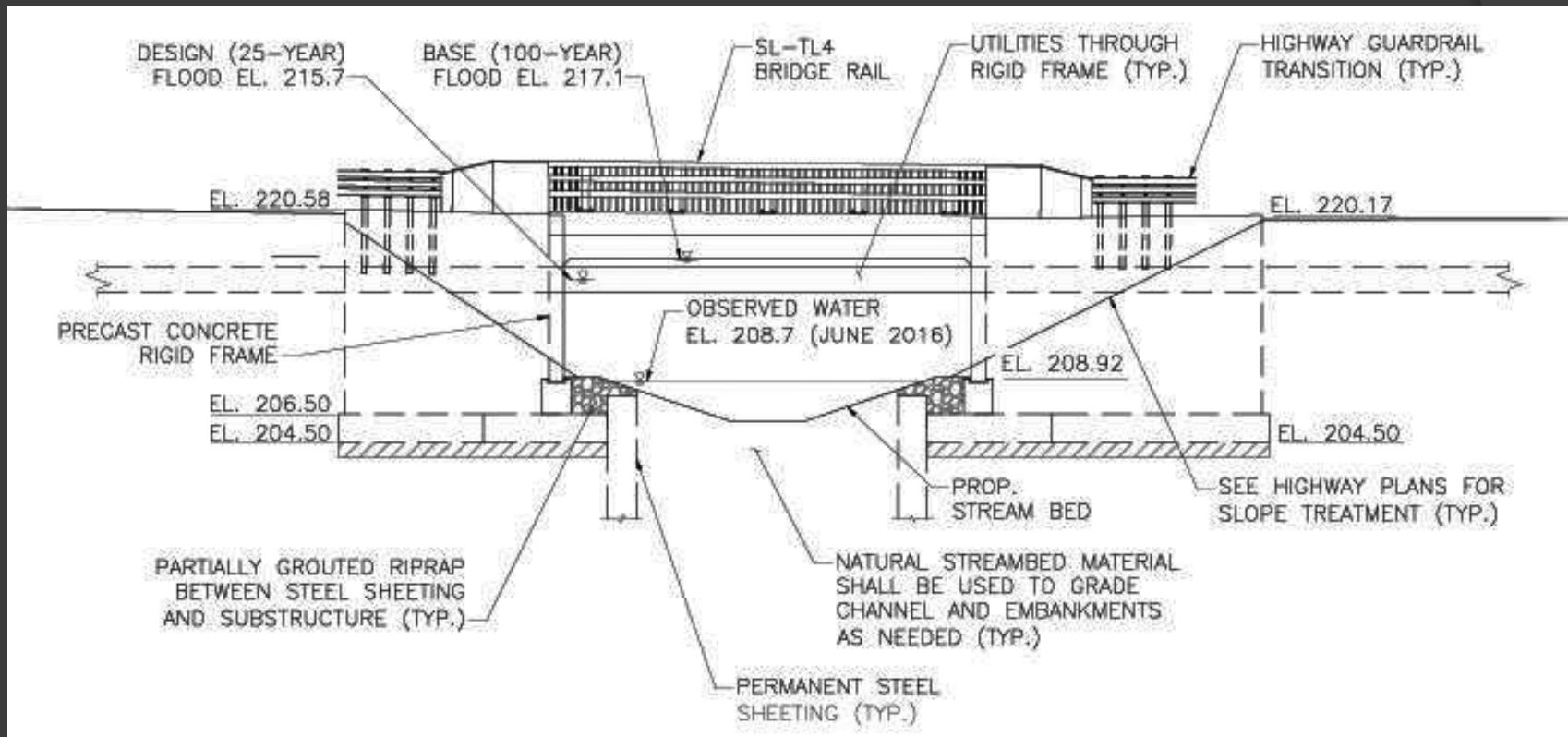
# Design Challenges

- ⦿ Traffic Control – Difficult to detour
- ⦿ Massachusetts Stream Crossing Standards – need to increase the existing span
- ⦿ Water, sewer and gas service needs to be maintained during construction
- ⦿ Shirley St Bridge future status is undetermined
- ⦿ MassDOT Chapter 85 review

# Bridge Design

- ◎ 28 foot span
- ◎ Cast in place and precast concrete construction
- ◎ Sidewalks and bike lanes
- ◎ Utility bays
- ◎ Special footing design to protect from brook scour
- ◎ Maintain alternating 1-way traffic throughout construction

# Bridge Design







# Peer Review

- DPW hired engineering company to see if cost could be reduced
- Estimated that detouring traffic through Devens / McPherson Rd could reduce cost by \$750K
- Foundation design modifications could result in additional savings
- Complete redesign would be costly and require new permits, coordination and MassDOT review & approval

# Select Board Input

- Shirley St Bridge – replace or remove?
- Traffic Control – detour?
- Additional Funding
  - Capital project appropriation
  - MassDOT grants
  - Infrastructure bill
  - Earmark
- Schedule

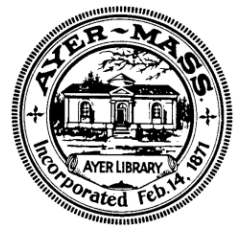


# DPW Plan

- ① Identify grant funding opportunities
- ① Meet with engineer to discuss cost savings, engineering fees and schedule
- ① Bid next winter for Spring 2023 construction

**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](http://www.ayer.ma.us)

**MEMORANDUM**

**DATE:** March 11, 2022

**TO:** Ayer Select Board

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

**SUBJECT: Town Manager's Report for the March 15, 2022, Ayer Select Board Meeting**

Dear Honorable Select Board Members,

I am pleased to transmit the following Town Manager's Report for the March 15, 2022 meeting of the Ayer Select Board. 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 March 1, 2022. I have reviewed, approved, and signed the following Town Warrants since the Select Board last met on March 1, 2022:

Accounts Payable Warrant #22-17 in the amount of \$1,668,771.76 was reviewed, approved, and signed on February 28, 2022.

Payroll Warrant #22-18 in the amount of \$360,275.20 was reviewed, approved, and signed on March 8, 2022.

**FY 2023 Budget Update:**

- At the meeting I will provide a brief update on the FY 2023 Budget. Attached for your review is DRAFT #3 of the Budget. DRAFT #3 was also transmitted to the Finance Committee and is posted on the Town's webpage at the following link: [FY2023 Budget | Town of Ayer MA](#) I have highlighted in "yellow" the items that have changed from DRAFT #2 to DRAFT #3 of the Budget. I will be using DRAFT #3 for the Second Public Budget Forum to be held on Wednesday, March 16, 2022, at 6pm on Zoom.

**Town Meeting Warrant Update:**

- Per the Town's Budget and Town Meeting Calendar, the Select Board and Finance Committee will meet on Tuesday, April 5, 2022 as part of the Select Board Meeting for the purposes of reviewing and approving the 2022 Annual Town Meeting Warrant. The Annual Town Meeting will take place on Monday, April 25, 2022 at 7pm in the Auditorium of the Ayer Shirley Regional High School.

- The Select Board and Finance Committee will receive the DRAFT Annual Town Meeting Warrant on April 1, 2022 and it will be in the Select Board Meeting Packet which will be available to the Public on the Town's website.
- At the meeting on Tuesday, I will provide a brief update and overview of the Town Meeting Warrant. To facilitate that conversation, please see the attached Memo which outlines the Articles of the Warrant currently (see attached). Please note that the Warrant officially closes on April 1, 2022, at 12pm. This is also the deadline for any Citizens Petitions to the Town Clerk.
- Upon approval of the Town Meeting Warrant on April 5, 2022, the Warrant will then be posted publicly by Friday, April 8, 2022, and will be sent for printing and mailing to all Ayer households prior to Town Meeting. Additionally, the Town will begin to promote Town Meeting to include the posting of "The Articles of the Day" which features a few Articles each day to include an explanation of the Articles. As part of the March 16, 2022, Second Public Budget Forum, I will also include an overview of the financial Articles for Town Meeting.

**Authorization for ARPA Funds for ARPA Consultant - \$15,000**

- I am respectfully recommending and requesting that the Select Board vote to authorize \$15,000 from the Town's ARPA Funds for the purposes of hiring CliftonLarsonAllen LLP (CLA) to provide professional financial assistance for the Town's ARPA Funds. Please see the attached proposal which was reviewed and recommended by the Executive Bi-Board at their February 8, 2022, meeting. I have also attached the February 8, 2022, Executive Bi-Board meeting minutes (see pages 3-4) with respect to this recommendation. (See attached)

**Proposed Plan for Public Meetings:**

- As discussed at the March 1, 2022, Select Board Meeting, the following is the proposed plan for Public Meetings for the Town of Ayer effective April 1, 2022:
  1. Effective April 1, 2022 Town of Ayer Public Bodies may choose to return to in-person meetings or continue to conduct remote meeting in accordance with the emergency provisions of the Open Meeting Law (*Note: These emergency provisions have been extended until July 15, 2022 at which time they would end and the meetings must return to in-person*)
  2. The I.T. Director will be surveying all Boards, Commissions, and Committees regarding their preference to either return to in-person meetings or to remain remote until July 15, 2022. We are asking everyone to select either in-person or remote until July 15, 2022 for planning and consistency purposes.
  3. Public Bodies who opt to continue remote meetings until July 15, 2022 must continue to follow all of the Emergency Open Meeting Law Requirements with respect to posting and reading the notice on all meeting agendas as well as reading the notice at the beginning of the remote meeting and conducting all votes by roll-call vote. These meetings will continue to be recorded and the Public may participate remotely.

4. Public Bodies who opt to return to in-person meeting must continue to follow all the requirements of the Open Meeting Law. These meetings must occur in a public place and be open and accessible for the public to attend. Members of the Public Bodies are not required to wear masks but may choose to continue to do so. Members of the Public attending in-person meetings cannot be required to wear masks and they may also choose to continue to wear masks. We ask for everyone's patience and understanding.
  5. In-Person meetings will be recorded by APAC and certain meetings as was the case pre-Pandemic will be recorded live based on availability of APAC resources (i.e. Select Board Meetings).
  6. The Town does have the capability to continue to offer remote participation via Zoom for the Public and this will be implemented for all Select Board Meetings which will be recorded, broadcast live, and offer the remote Zoom participation for the Public. The I.T. Director and I would like to discuss this further with the Select Board at your meeting as there are costs and resource challenges to offer the remote public participation for all the Town's many public meetings.
  7. To improve the audio and remote capabilities in the First Floor Meeting Room the I.T. Director has put together a plan for implementation by April 1, 2022 which will cost \$2,000. This involves replacing the camera, speaker, and microphone on the Mondopad and implementing a device called the Logitech Group HD Video device. There is currently no funding in the FY 2022 budget for this and we would like to discuss funding options with the Select Board at your meeting.
- We look forward to discussing this plan further with the Select Board at your meeting.

Thank you.

Attachments: DRAFT #3 of the FY 2023 Omnibus Budget  
Summary Memo of the 2022 Annual Town Meeting Warrant Articles  
CLA ARPA Fund Proposal  
Executive Bi-Board Meeting Minutes from February 8, 2022



**FY 2023 OMNIBUS BUDGET  
DRAFT 3 - MARCH 10, 2022**

ACCOUNTS FOR: GENERAL FUND			2019 ACTUALS	2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2022 BUDGET	2023 BUDGET DEPT REQUEST	Dollar Incr (Decr)	Percent Incr (Decr)	COMMENTS
<b>TOTAL</b>	<b>COMPUTER SUPPORT</b>		<b>44,240.30</b>	<b>46,293.70</b>	<b>49,111.18</b>	<b>21,534.35</b>	<b>50,213.00</b>	<b>51,942.00</b>	<b>1,729.00</b>	<b>3.44%</b>	
1141	BOARD OF ASSESSORS										
1141	51100	ASSESSORS, STIPENDS	7,155.38	7,299.12	6,672.56	3,174.95	7,618.00	7,773.00	155.00	2.03%	
1141	51110	SECRETARY WAGES	48,900.96	51,309.87	53,674.64	20,208.40	55,920.00	58,329.00	2,409.00	4.31%	
1141	51120	ASSESSING ADMINISTRATOR, WAGES	105,532.16	107,628.61	109,906.75	29,596.84	111,932.00	87,566.00	(24,366.00)	-21.77%	Grade 13, step 3 + \$2,000 MAA stipend
1141	53010	MAP UPDATE	0.00	4,697.61	2,981.74	0.00	4,500.00	4,500.00	0.00	0.00%	
1141	53020	CONSULTING SERVICES	16,461.75	3,500.00	10,220.00	38,000.00	19,200.00	40,150.00	20,950.00	109.11%	
1141	54000	SUPPLIES	157.43	0.00	202.98	39.00	416.00	416.00	0.00	0.00%	
1141	54200	OFFICE SUPPLIES	249.94	339.37	248.58	211.93	675.00	675.00	0.00	0.00%	
1141	57000	OTHER CHARGES & EXPENSES	1,980.90	5,860.00	6,588.67	2,562.49	6,525.00	6,525.00	0.00	0.00%	
<b>TOTAL</b>	<b>BOARD OF ASSESSORS</b>		<b>180,438.52</b>	<b>180,634.58</b>	<b>190,495.92</b>	<b>93,793.61</b>	<b>206,786.00</b>	<b>205,934.00</b>	<b>(852.00)</b>	<b>-0.41%</b>	
01145C	TREASURER/TAX COLLECTOR										
01145C	51100	TREASURER/TAX COLLTR WAGES	74,202.17	77,488.84	80,947.00	30,825.60	84,573.00	88,425.00	3,852.00	4.55%	Step and stipend
01145C	51110	ASSIST COLLECTOR WAGES	49,047.12	52,381.08	55,899.15	21,204.02	58,555.00	61,432.00	2,877.00	4.91%	Step, stipends, longevity per contract
01145C	51130	PART-TIME STAFF WAGES	17,209.25	18,507.15	23,835.00	8,280.73	24,966.00	26,103.00	1,137.00	4.55%	Step, stipends, longevity per contract; 13 add'l hours moved to Benefits & Payroll)
01145C	52000	SERVICES	6,170.86	12,988.30	12,018.46	2,164.52	14,000.00	14,000.00	0.00	0.00%	
01145C	54000	SUPPLIES	1,620.70	1,648.57	1,889.33	97.00	2,100.00	2,000.00	(100.00)	-4.76%	
01145C	54200	OFFICE SUPPLIES	810.95	654.15	828.66	811.85	750.00	1,000.00	250.00	33.33%	To reflect adding toner to budget
01145C	57000	OTHER CHARGES & EXPENSES	1,922.22	877.93	1,052.44	1,620.94	3,500.00	3,500.00	0.00	0.00%	
01145C	58000	TREASURER OFFICE REN/FURNITURE	0.00	0.00	5,596.26	0.00	0.00	0.00	0.00	0.00%	
<b>TOTAL</b>	<b>TREASURER/TAX COLLECTOR</b>		<b>150,983.27</b>	<b>164,546.02</b>	<b>182,066.30</b>	<b>65,004.66</b>	<b>188,444.00</b>	<b>196,460.00</b>	<b>8,016.00</b>	<b>4.25%</b>	
1147	FINANCE COMMITTEE										
1147	57000	OTHER CHARGES & EXPENSES	280.00	280.00	180.00	180.00	500.00	500.00	0.00	0.00%	Per email dated 1/5/2022 from P Diamond
<b>TOTAL</b>	<b>FINANCE COMMITTEE</b>		<b>280.00</b>	<b>280.00</b>	<b>180.00</b>	<b>180.00</b>	<b>500.00</b>	<b>500.00</b>	<b>0.00</b>	<b>0.00%</b>	
1148	PARKING TICKETS										
1148	52000	SERVICES	1,197.28	1,347.71	688.83	217.55	1,500.00	1,250.00	(250.00)	-16.67%	Reduction for new parking ticket company
<b>TOTAL</b>	<b>PARKING TICKETS</b>		<b>1,197.28</b>	<b>1,347.71</b>	<b>688.83</b>	<b>217.55</b>	<b>1,500.00</b>	<b>1,250.00</b>	<b>(250.00)</b>	<b>-16.67%</b>	
1151	TOWN COUNSEL										
1151	53090	LEGAL SERVICES	60,862.96	58,335.89	51,196.92	23,121.27	80,000.00	80,000.00	0.00	0.00%	Level funded per TM
<b>TOTAL</b>	<b>TOWN COUNSEL</b>		<b>60,862.96</b>	<b>58,335.89</b>	<b>51,196.92</b>	<b>23,121.27</b>	<b>80,000.00</b>	<b>80,000.00</b>	<b>0.00</b>	<b>0.00%</b>	
1154	MANAGEMENT SUPPORT										
1154	51000	WAGES, BOH & ZBA	45,585.18	52,283.52	55,706.47	21,087.00	57,577.00	60,820.00	3,243.00	5.63%	Grade 4, step 8 plus \$1,000 ed stipend + \$200 training + \$300 longevity
	<b>NEW</b>	<b>WAGES, PLANNING &amp; CONSERVATION</b>						<b>45,000.00</b>	<b>45,000.00</b>	<b>100.00%</b>	
1154	51300	MANAGEMENT SUPPORT, OVERTIME	770.47	1,164.36	911.35	41.72	2,500.00	0.00	(2,500.00)	-100.00%	Depending on Parks Dept - staff request
1154	52000	SERVICES	1,381.42	642.96	0.00	115.00	5,000.00	5,000.00	0.00	0.00%	
1154	52100	CLEAR GOV BUDGET BOOK	0.00	0.00	5,250.00	7,000.00	7,000.00	7,000.00	0.00	0.00%	
1154	52420	GENERAL CODE ANNUAL MAINTENANC	0.00	0.00	5,240.00	5,705.00	5,000.00	6,000.00	1,000.00	20.00%	Per Assist TM
1154	53200	MANAGEMENT SUPPORT TRAINING	0.00	0.00	0.00	0.00	2,000.00	2,000.00	0.00	0.00%	
1154	53410	PRINTING SERVICES	8,639.78	10,651.81	7,582.02	2,260.90	8,000.00	8,000.00	0.00	0.00%	
1154	54000	SUPPLIES	452.39	410.96	0.00	0.00	1,500.00	1,500.00	0.00	0.00%	
1154	54200	OFFICE SUPPLIES	536.64	767.23	1,662.50	205.68	0.00	0.00	0.00	0.00%	
1154	57000	OTHER CHARGES & EXPENSES	0.00	119.97	708.59	278.12	500.00	500.00	0.00	0.00%	
		<b>LAND APPRAISALS</b>						<b>5,000.00</b>	<b>5,000.00</b>	<b>100.00%</b>	<b>Moved from Select Board per TM</b>
<b>TOTAL</b>	<b>MANAGEMENT SUPPORT</b>		<b>57,365.88</b>	<b>66,040.81</b>	<b>77,060.93</b>	<b>36,693.42</b>	<b>89,077.00</b>	<b>140,820.00</b>	<b>51,743.00</b>	<b>58.09%</b>	
1158	TAX TITLE FORECLOSURE										
1158	52000	TAX TITLE FORECLOSURE SERVICE	13,139.58	12,904.33	5,530.06	4,778.94	15,000.00	15,000.00	0.00	0.00%	



**FY 2023 OMNIBUS BUDGET  
DRAFT 3 - MARCH 10, 2022**

ACCOUNTS FOR: GENERAL FUND			2019 ACTUALS	2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2022 BUDGET	2023 BUDGET DEPT REQUEST	Dollar Incr (Decr)	Percent Incr (Decr)	COMMENTS
<b>TOTAL</b>	<b>TAX TITLE FORECLOSURE</b>		<b>13,139.58</b>	<b>12,904.33</b>	<b>5,530.06</b>	<b>4,778.94</b>	<b>15,000.00</b>	<b>15,000.00</b>	<b>0.00</b>	<b>0.00%</b>	
1161	TOWN CLERK										
1161	51100	TOWN CLERK SALARY	67,475.36	70,512.08	74,538.08	27,968.00	78,628.00	82,187.00	3,559.00	4.53%	
1161	51110	ASSISTANT WAGES	54,752.80	55,817.72	57,038.64	21,964.42	58,072.00	48,277.00	(9,795.00)	-16.87%	
1161	51300	OVERTIME	0.00	0.00	395.39	0.00	0.00	0.00	0.00	0.00%	
1161	52000	SERVICES	0.00	0.00	611.24	169.19	2,000.00	2,000.00	0.00	0.00%	
1161	54000	SUPPLIES	82.29	155.04	345.91	0.00	400.00	2,400.00	2,000.00	500.00%	\$2,000 for new desks
1161	54200	OFFICE SUPPLIES	205.37	596.45	149.99	44.62	0.00	400.00	400.00	100.00%	
1161	57000	OTHER CHARGES & EXPENSES	1,027.29	255.00	385.00	1,196.87	2,000.00	3,000.00	1,000.00	50.00%	
<b>TOTAL</b>	<b>TOWN CLERK</b>		<b>123,543.11</b>	<b>127,336.29</b>	<b>133,464.25</b>	<b>51,343.10</b>	<b>141,100.00</b>	<b>138,264.00</b>	<b>(2,836.00)</b>	<b>-2.01%</b>	
1162	ELECTIONS & REGISTRATIONS										
1162	51000	ELECTIONS STIPEND (ASST CLERK)	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	(1,000.00)	-100.00%	No longer valid
1162	51100	REGISTRARS SALARIES	1,000.00	324.00	500.00	0.00	1,296.00	1,296.00	0.00	0.00%	
1162	51130	ELECTION WORKERS WAGES	7,594.19	9,129.80	9,728.21	135.00	5,000.00	11,000.00	6,000.00	120.00%	Increase in elections
1162	51300	OVERTIME	735.62	0.00	228.91	0.00	0.00	0.00	0.00	0.00%	
1162	52000	CENSUS SERVICES	815.00	0.00	2,347.04	0.00	2,500.00	3,000.00	500.00	20.00%	
1162	52100	SERVICE-ELECTION WORKERS	407.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1162	53040	COMPUTER SERVICES	7,969.89	5,837.62	5,271.78	0.00	5,500.00	7,500.00	2,000.00	36.36%	Includes election maintenance
1162	54000	ELECTION SUPPLIES	502.24	2,156.10	2,821.05	179.00	0.00	3,000.00	3,000.00	100.00%	
1162	54200	OFFICE SUPPLIES	1,166.53	351.06	232.09	179.99	500.00	500.00	0.00	0.00%	
1162	57000	OTHER CHARGES & EXPENSES	754.69	164.71	769.16	0.00	500.00	500.00	0.00	0.00%	
<b>TOTAL</b>	<b>ELECTIONS &amp; REGISTRATION</b>		<b>20,946.00</b>	<b>18,963.29</b>	<b>22,898.24</b>	<b>493.99</b>	<b>16,296.00</b>	<b>26,796.00</b>	<b>10,500.00</b>	<b>64.43%</b>	
1164	TOWN HALL POSTAGE FUND										
1164	53400	POSTAGE	19,814.06	17,925.61	19,811.75	6,173.43	21,000.00	23,100.00	2,100.00	10.00%	Postage costs running about 10% higher in FY22
<b>TOTAL</b>	<b>TOWN HALL POSTAGE FUND</b>		<b>19,814.06</b>	<b>17,925.61</b>	<b>19,811.75</b>	<b>6,173.43</b>	<b>21,000.00</b>	<b>23,100.00</b>	<b>2,100.00</b>	<b>10.00%</b>	
1166	INFORMATION TECHNOLOGY										
1166	51000	IT ZOOM STIPEND	0.00	0.00	545.73	3,250.65	0.00	0.00	0.00	0.00%	
1166	51100	INFO TECH, WAGES	90,106.64	94,229.17	98,754.71	36,814.80	100,532.00	102,608.00	2,076.00	2.07%	
1166	51130	IT OTHER WAGES	0.00	0.00	4,860.75	2,281.50	8,200.00	8,200.00	0.00	0.00%	
1166	52000	IT SERVICES	36,135.69	39,177.57	54,421.41	23,734.45	48,016.00	48,016.00	0.00	0.00%	
1166	52100	WEBSITE DESIGN & MAINTENANCE	3,700.00	4,525.00	4,016.25	3,000.00	4,200.00	4,200.00	0.00	0.00%	
1166	53200	TRAINING	2,123.47	2,438.71	1,788.75	1,856.25	3,000.00	3,000.00	0.00	0.00%	
1166	53400	COMMUNICATIONS	1,011.49	737.88	737.88	304.57	828.00	828.00	0.00	0.00%	
1166	54000	IT SUPPLIES	4,843.02	4,375.08	4,321.81	2,048.47	5,000.00	5,000.00	0.00	0.00%	
1166	54200	OFFICE SUPPLIES	12.40	94.92	218.52	38.86	50.00	50.00	0.00	0.00%	
1166	57000	OTHER CHARGES & EXPENSES	1,275.40	911.86	444.65	442.66	1,000.00	1,000.00	0.00	0.00%	
1166	58000	HARDWARE & SOFTWARE	13,087.52	7,814.25	19,159.24	7,534.03	15,000.00	15,000.00	0.00	0.00%	
<b>TOTAL</b>	<b>INFORMATION TECHNOLOGY</b>		<b>152,295.63</b>	<b>154,304.44</b>	<b>189,269.70</b>	<b>81,306.24</b>	<b>185,826.00</b>	<b>187,902.00</b>	<b>2,076.00</b>	<b>1.12%</b>	
1171	CONSERVATION COMMISSION										
1171	51000	CONSERVATION AGENT, WAGES	54,889.26	56,697.86	61,570.75	23,247.70	63,985.00	59,445.00	(4,540.00)	-7.10%	Position currently vacant; Per TM use Grade 5, step 3
1171	52000	SERVICES	621.13	919.13	619.13	186.67	870.00	10,870.00	10,000.00	1149.43%	Per TM, add \$10,000 for add'n consulting services
1171	52400	CONSERVATION BEAVER DECEIVER	0.00	0.00	2,845.00	1,161.00	2,180.00	2,180.00	0.00	0.00%	
1171	54000	SUPPLIES	0.00	268.11	84.63	90.00	450.00	450.00	0.00	0.00%	
1171	54100	BEAVER DECEIVER SUPPLIES	0.00	0.00	0.00	729.81	1,000.00	1,000.00	0.00	0.00%	
1171	54200	OFFICE SUPPLIES	71.56	35.28	146.57	235.31	0.00	0.00	0.00	0.00%	
1171	55801	PUBLIC HEARINGS EXPENSE	0.00	1,200.00	136.92	376.50	400.00	400.00	0.00	0.00%	
1171	57000	OTHER CHARGES & EXPENSES	1,721.10	1,203.13	742.21	413.00	2,225.00	2,225.00	0.00	0.00%	
<b>TOTAL</b>	<b>CONSERVATION COMMISSION</b>		<b>57,303.05</b>	<b>60,323.51</b>	<b>66,145.21</b>	<b>26,439.99</b>	<b>71,110.00</b>	<b>76,570.00</b>	<b>5,460.00</b>	<b>7.68%</b>	

**FY 2023 OMNIBUS BUDGET  
DRAFT 3 - MARCH 10, 2022**

ACCOUNTS FOR: GENERAL FUND			2019 ACTUALS	2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2022 BUDGET	2023 BUDGET DEPT REQUEST	Dollar Incr (Decr)	Percent Incr (Decr)	COMMENTS
1175	TOWN PLANNER										
1175	51000	TOWN PLANNER	79,427.52	83,039.84	85,877.09	30,820.23	90,765.00	94,920.00	4,155.00	4.58%	Grade 13, step 8
1175	53400	COMMUNICATIONS	614.88	617.88	644.12	169.19	500.00	450.00	(50.00)	-10.00%	
1175	54000	SUPPLIES	673.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1175	54200	OFFICE SUPPLIES	0.00	10.11	210.31	546.32	100.00	150.00	50.00	50.00%	
1175	55801	PUBLIC HEARINGS EXPENSE	2,072.75	2,863.92	195.36	546.48	1,500.00	1,500.00	0.00	0.00%	
1175	57000	OTHER CHARGES & EXPENSES	560.77	570.00	259.00	0.00	400.00	400.00	0.00	0.00%	
<b>TOTAL</b>	<b>TOWN PLANNER</b>		<b>83,349.36</b>	<b>87,101.75</b>	<b>87,185.88</b>	<b>32,082.22</b>	<b>93,265.00</b>	<b>97,420.00</b>	<b>4,155.00</b>	<b>4.46%</b>	
1181	URBAN DEVELOPMENT(MRPC)										
1181	56600	REGIONAL PLANNING ASSESS	2,449.29	2,510.52	2,573.28	2,637.62	2,638.00	2,889.00	251.00	9.51%	
<b>TOTAL</b>	<b>URBAN DEVELOPMENT(MRPC)</b>		<b>2,449.29</b>	<b>2,510.52</b>	<b>2,573.28</b>	<b>2,637.62</b>	<b>2,638.00</b>	<b>2,889.00</b>	<b>251.00</b>	<b>9.51%</b>	
1188	PLANNING & DEVELOPMENT										
1188	51000	DIRECTOR-PLN & DEV, WAGES	37,052.00	38,680.32	39,982.26	15,393.86	42,407.00	44,344.00	1,937.00	4.57%	Half of Program Manager wages moved here at request of Ayer Affordable Housing
1188	51110	COMMUNITY DEV PROGRAM MGR WAI	0.00	0.00	0.00	0.00	0.00	37,085.00	37,085.00	100.00%	Committee
1188	53400	COMMUNICATIONS	0.00	0.00	28.24	0.00	200.00	200.00	0.00	0.00%	
1188	54000	SUPPLIES	37.19	0.00	194.30	0.00	250.00	250.00	0.00	0.00%	
<b>TOTAL</b>	<b>PLANNING &amp; DEVELOPMENT</b>		<b>37,089.19</b>	<b>38,680.32</b>	<b>40,204.80</b>	<b>15,393.86</b>	<b>42,857.00</b>	<b>81,879.00</b>	<b>39,022.00</b>	<b>91.05%</b>	
1192	PUBLIC BLDGS & PROP MAINT										
1192	51000	FACILITIES DIRECTOR	68,716.08	71,848.08	75,294.32	28,591.20	78,550.00	90,333.00	11,783.00	15.00%	Step and 1st year of longevity \$200; plus new contract
1192	51100	CUSTODIAN	38,526.88	40,043.52	22,681.46	476.88	43,305.00	43,284.00	(21.00)	-0.05%	
1192	51300	OVERTIME	307.36	7,175.18	18,891.49	9,790.61	1,000.00	1,000.00	0.00	0.00%	
1192	52000	SERVICES (TOWN HALL)	5,066.52	5,824.81	7,006.02	2,298.73	6,500.00	6,500.00	0.00	0.00%	Second comcast router service
1192	52000F	SERVICES (FIRE)	1,551.50	2,162.53	1,707.70	964.87	3,000.00	2,000.00	(1,000.00)	-33.33%	
1192	52000P	SERVICES (POLICE)	1,553.00	1,085.00	2,591.37	639.99	1,000.00	2,000.00	1,000.00	100.00%	
1192	52100	HEAT (TOWN HALL)	20,459.01	15,707.64	9,950.58	216.68	20,000.00	18,500.00	(1,500.00)	-7.50%	Energy savings from boiler replacement
1192	52100F	HEAT (FIRE)	15,569.98	14,900.00	13,729.77	926.07	15,600.00	15,600.00	0.00	0.00%	
1192	52100P	HEAT (POLICE)	12,842.80	7,399.18	10,512.77	324.32	13,000.00	13,000.00	0.00	0.00%	
1192	52200	ELECTRIC (TOWN HALL)	12,729.46	8,220.11	13,846.55	5,843.64	14,000.00	14,000.00	0.00	0.00%	No increase needed; LED lighting installed/possible savings in FY24
1192	52200F	ELECTRIC (FIRE)	15,942.94	16,720.94	19,898.49	7,675.25	19,000.00	19,000.00	0.00	0.00%	No increase needed; LED lighting installed/possible savings in FY24
1192	52200P	ELECTRIC (POLICE)	11,436.50	12,584.82	18,228.53	6,153.29	20,000.00	20,000.00	0.00	0.00%	
1192	52400	VENDOR R&M -TOWN HALL	32,111.82	29,516.95	32,307.83	7,627.67	35,000.00	35,000.00	0.00	0.00%	Front step repairs/carpet/wall bubbling
1192	52400F	VENDOR R&M-FIRE	22,183.39	15,863.28	23,160.30	11,316.06	23,000.00	26,000.00	3,000.00	13.04%	Replacement bedroom windows
1192	52400P	VENDOR R&M-POLICE	15,691.33	10,758.02	32,679.42	11,665.62	18,600.00	18,600.00	0.00	0.00%	Lobby/youth RM repairs/cell repairs
1192	52420	MAINTENANCE SERV (TOWN HALL)	3,005.25	4,804.92	2,505.27	4,204.32	6,000.00	6,000.00	0.00	0.00%	
1192	52420F	MAINTENANCE SERV (FIRE)	4,236.50	4,760.83	4,002.75	4,705.25	6,000.00	6,000.00	0.00	0.00%	
1192	52420P	MAINTENANCE SERV (POLICE)	2,166.75	3,938.31	2,975.74	2,415.98	3,800.00	3,800.00	0.00	0.00%	
1192	524DP	VENDOR R&M DPW	0.00	0.00	0.00	416.66	0.00	0.00	0.00	0.00%	
1192	52600	GROUNDSKEEP'G SERVICE TOWN HAL	3,600.50	3,110.00	1,775.00	715.00	4,000.00	4,000.00	0.00	0.00%	Trees and brush trimming/depot sq
1192	52600D	GROUNDSKEEPING DEPOT SQ	0.00	0.00	608.50	98.50	0.00	0.00	0.00	0.00%	
1192	52600P	GROUNDSKEEPING-POLICE	4,605.22	89.00	1,467.00	1,700.00	3,000.00	3,000.00	0.00	0.00%	Mid summer parking lot vegetation trimming
1192	52900P	WASTE REMOVAL POLICE	1,209.74	1,465.93	2,125.35	837.93	2,400.00	2,400.00	0.00	0.00%	
1192	53041	PHONE (TOWN HALL)	4,123.20	4,042.35	4,153.19	1,525.18	5,000.00	5,000.00	0.00	0.00%	
1192	53400	COMMUNICATIONS	1,347.03	1,195.44	1,329.20	373.33	1,300.00	1,300.00	0.00	0.00%	
1192	54000	SUPPLIES (TOWN HALL)	7,536.62	4,812.85	8,554.03	2,054.56	6,000.00	6,000.00	0.00	0.00%	
1192	54000F	SUPPLIES (FIRE)	1,942.36	3,058.73	2,619.07	233.74	2,700.00	2,700.00	0.00	0.00%	
1192	54000P	SUPPLIES (POLICE)	5,956.54	4,919.91	8,399.80	2,648.36	5,000.00	5,000.00	0.00	0.00%	
1192	54100	CLOTHING SUPPLIES	213.37	0.00	597.82	435.17	600.00	600.00	0.00	0.00%	
1192	54200	OFFICE SUPPLIES	47.48	359.37	41.32	230.45	200.00	200.00	0.00	0.00%	
1192	54300	TOOLS	0.00	1,636.86	2,234.38	264.82	1,000.00	1,000.00	0.00	0.00%	
1192	54320	BLDG RPR SUPPLIES (TOWN HALL)	8,072.60	3,960.65	6,031.72	933.88	7,500.00	6,500.00	(1,000.00)	-13.33%	Wall repairs
1192	54320D	R&M SUPPLIES, DEPOT SQ	0.00	0.00	686.94	0.00	0.00	0.00	0.00	0.00%	

**FY 2023 OMNIBUS BUDGET  
DRAFT 3 - MARCH 10, 2022**

ACCOUNTS FOR:		2019	2020	2021	2022	2022	2023 BUDGET	Dollar Incr	Percent Incr	COMMENTS
GENERAL FUND		ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	DEPT REQUEST	(Decr)	(Decr)	
1192	54320F	BLDG RPR SUPPLIES (FIRE)	2,368.34	2,595.86	1,842.91	0.00	2,500.00	2,000.00	(500.00)	-20.00%
1192	54320P	BLDG RPR SUPPLIES (POLICE)	2,029.83	3,287.75	3,984.09	3,971.21	2,500.00	3,000.00	500.00	20.00%
1192	57000	OTHER CHARGES	1,633.20	2,410.15	2,541.63	1,340.53	2,800.00	2,800.00	0.00	0.00%
1192	57000F	OTHER CHARGES (FIRE)	0.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00%
1192	57000P	OTHER CHARGES (POLICE)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1192	58100	BOS MEETING RM CHAIRS	0.00	1,598.00	0.00	0.00	0.00	0.00	0.00	0.00%
1192	58600	FIRE COMMAND/DAY ROOM CARPET	3,502.60	1,654.50	0.00	0.00	0.00	0.00	0.00	0.00%
1192	58650	FIRE FLOOR ENTRY AREA	0.00	5,600.00	0.00	0.00	0.00	0.00	0.00	0.00%
1192	58800	TH-LED MAIN DIRECTORY	2,959.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
1192	58900	TH-VARIOUS PAINTING	4,917.20	4,136.71	0.00	0.00	0.00	0.00	0.00	0.00%
1192	58950	TH-HVAC SYSTEM UPDATE	0.00	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00%
<b>TOTAL</b>	<b>PUBLIC BLDGS &amp; PROP MA</b>	<b>340,162.37</b>	<b>327,248.18</b>	<b>361,262.31</b>	<b>123,615.75</b>	<b>373,855.00</b>	<b>386,117.00</b>	<b>12,262.00</b>	<b>3.28%</b>	
1193	GENERAL INSURANCE									
1193	57400	WORKERS COMPENSATION INS	46,132.00	54,533.00	56,616.00	54,397.00	65,000.00	71,500.00	6,500.00	10.00% Per TM, use 10% for now (Waiting on final number)
1193	57410	FIRE/POLICE ACC LIAB INS	37,762.00	43,247.00	60,078.08	48,484.76	49,000.00	53,900.00	4,900.00	10.00% (Waiting on final number)
1193	57430	FIRE, CASUALTY & LIAB INS	108,017.58	120,859.68	129,979.00	151,676.36	153,000.00	168,300.00	15,300.00	10.00% (Waiting on final number)
<b>TOTAL</b>	<b>GENERAL INSURANCE</b>	<b>191,911.58</b>	<b>218,639.68</b>	<b>246,673.08</b>	<b>254,558.12</b>	<b>267,000.00</b>	<b>293,700.00</b>	<b>26,700.00</b>	<b>10.00%</b>	
1210	POLICE DEPARTMENT									
1210	51100	POLICE DEPT-SALARIES	2,011,607.24	2,195,238.89	2,207,501.20	915,165.16	2,524,724.00	2,544,333.00	19,609.00	0.78%
1210	51300	POLICE DEPT-OVERTIME	209,960.00	144,763.28	233,847.58	102,449.47	367,459.00	374,808.00	7,349.00	2.00%
1210	51310	POLICE DEPT-COURT TIME	14,178.97	10,433.06	5,371.53	3,082.79	16,000.00	16,000.00	0.00	0.00%
1210	51320	TRAINING OVERTIME	24,827.09	9,615.11	13,933.73	14,694.61	12,000.00	25,000.00	13,000.00	108.33%
1210	51900	CLOTHING	0.00	0.00	0.00	0.00	400.00	400.00	0.00	0.00%
1210	51901	CLOTHING- CRUMPTON	1,241.79	695.88	1,190.90	585.09	1,250.00	1,300.00	50.00	4.00%
1210	51902	CLOTHING- GAMBREL	990.00	1,248.46	0.00	0.00	1,250.00	1,300.00	50.00	4.00%
1210	51903	CLOTHING - CHIEF	1,537.74	764.47	513.84	2,678.39	3,000.00	1,750.00	(1,250.00)	-41.67%
1210	51904	CLOTHING- MACIEL (WAS HADLEY)	289.90	395.00	382.33	213.00	400.00	450.00	50.00	12.50%
1210	51905	CLOTHING-DAVIS	804.00	1,250.00	1,250.00	0.00	1,250.00	1,300.00	50.00	4.00%
1210	51906	CLOTHING- KULARSKI	1,555.93	1,478.34	1,563.00	168.00	1,563.00	1,400.00	(163.00)	-10.43%
1210	51907	CLOTHING- NEW OFFICER (WAS CUNNI	1,229.00	1,247.95	1,250.00	384.00	1,250.00	1,300.00	50.00	4.00%
1210	51908	CLOTHING-HERRSTROM	400.00	378.83	385.95	0.00	400.00	450.00	50.00	12.50%
1210	51909	CLOTHING-BRISSETTE	286.99	373.96	386.42	249.50	400.00	450.00	50.00	12.50%
1210	51910	CLOTHING- IALEGGIO	0.00	353.19	1,101.50	0.00	1,250.00	1,300.00	50.00	4.00%
1210	51911	CLOTHING-REYNOSO (WAS HARTY)	1,263.89	1,206.99	0.00	0.00	1,250.00	1,300.00	50.00	4.00%
1210	51912	CLOTHING-PEARSON	1,168.90	1,119.99	1,334.23	181.90	1,400.00	1,400.00	0.00	0.00%
1210	51913	CLOTHING-BARHIGHT	1,563.00	1,560.00	1,563.00	1,400.20	1,563.00	1,625.00	62.00	3.97%
1210	51914	CLOTHING-FICHTER	1,250.00	1,046.68	1,030.42	133.86	1,250.00	1,300.00	50.00	4.00%
1210	51915	CLOTHING- NEW SERGEANT (WAS COTI	1,232.47	1,242.66	1,312.15	158.00	1,400.00	1,400.00	0.00	0.00%
1210	51916	CLOTHING-HARNDEN	0.00	400.00	0.00	0.00	400.00	450.00	50.00	12.50%
1210	51917	CLOTHING-ROGERS	1,328.16	1,082.84	1,250.00	34.98	1,250.00	1,300.00	50.00	4.00%
1210	51918	CLOTHING- NICOLO	0.00	1,249.38	1,069.43	279.87	1,250.00	1,300.00	50.00	4.00%
1210	51919	CLOTHING- MACDONALD	1,250.00	1,292.07	1,350.00	884.24	1,400.00	1,400.00	0.00	0.00%
1210	51920	CLOTHING-SCOTT	1,128.95	250.00	1,250.00	453.00	1,250.00	1,300.00	50.00	4.00%
1210	51921	CLOTHING-BIGELOW	1,250.00	1,242.21	1,250.00	130.00	1,250.00	1,300.00	50.00	4.00%
1210	51922	CLOTHING- PT NON REGION	96.00	0.00	0.00	0.00	150.00	200.00	50.00	33.33%
1210	51923	CLOTHING-NEW DEPUTY CHIEF (WAS G	1,250.00	1,241.39	1,744.84	0.00	1,750.00	1,750.00	0.00	0.00%
01210R	51924	CLOTHING-PROVIDAKES	90.00	348.50	263.00	0.00	400.00	450.00	50.00	12.50%
1210	51925	CLOTHING-NEW DETECTIVE	1,172.75	1,207.00	354.00	0.00	1,400.00	1,625.00	225.00	16.07%
1210	51926	CLOTHING-MCNULTY	316.99	358.48	308.99	80.00	400.00	450.00	50.00	12.50%
1210	51927	CLOTHING-LEBEL (WAS GOODWIN)	0.00	265.45	0.00	0.00	400.00	450.00	50.00	12.50%
1210	51928	CLOTHING-LANSING	791.09	416.92	1,189.47	313.95	1,250.00	1,300.00	50.00	4.00%
01210R	51930	CLOTHING-CAULEY	0.00	235.96	287.00	74.99	400.00	450.00	50.00	12.50%
01210R	51931	CLOTHING-BUELOW	101.99	384.79	370.99	283.50	400.00	450.00	50.00	12.50%
01210R	51932	CLOTHING-MACKIE	37.00	0.00	0.00	0.00	400.00	450.00	50.00	12.50%
1210	52000	SERVICES	25,419.31	2,781.74	4,849.95	1,198.31	2,000.00	3,200.00	1,200.00	60.00% National Grid electricity (radio shelter) \$250/month, one cell cleaning \$200

**FY 2023 OMNIBUS BUDGET  
DRAFT 3 - MARCH 10, 2022**

ACCOUNTS FOR: GENERAL FUND			2019 ACTUALS	2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2022 BUDGET	2023 BUDGET DEPT REQUEST	Dollar Incr (Decr)	Percent Incr (Decr)	COMMENTS
1210	52400	POLICE-VEHIC MAINT/REPAIR	13,053.06	15,406.71	18,798.65	4,969.33	13,000.00	13,000.00	0.00	0.00%	
1210	52440	EQUIPMENT REPAIR	5,065.66	1,765.47	3,329.83	651.25	7,000.00	7,000.00	0.00	0.00%	
1210	53021	POLICE-PHYSICAL EXAM	2,958.94	0.00	4,441.98	2,626.14	1,000.00	3,050.00	2,050.00	205.00%	\$850 per physical; \$425 per pysical (2 officers)
1210	53040	POLICE-COMPUTER	0.00	497.64	0.00	0.00	0.00	0.00	0.00	0.00%	
1210	53200	POLICE-TRAINING	10,632.00	4,754.83	15,710.75	5,981.00	9,000.00	12,000.00	3,000.00	33.33%	To reflect FY22 annualized actual cost
1210	53400	POLICE-COMMUNICATIONS	17,131.37	17,391.18	17,890.53	6,179.71	17,500.00	17,700.00	200.00	1.14%	
1210	53402	POLICE-MAINT AGREEMENT	34,393.94	64,412.70	52,798.12	42,152.74	75,643.00	93,816.00	18,173.00	24.02%	
1210	53800	POLICE-PHOTOGRAPHY	0.00	0.00	0.00	0.00	1,000.00	1,000.00	0.00	0.00%	
1210	54000	SUPPLIES	35,236.49	19,968.51	68,915.82	11,841.10	18,535.00	15,100.00	(3,435.00)	-18.53%	
1210	54200	OFFICE SUPPLIES	2,196.41	3,507.87	3,287.76	1,629.37	3,800.00	3,800.00	0.00	0.00%	
1210	54800	VEHICLE SUPPLIES	1,666.33	5,778.82	3,932.81	36.40	5,000.00	5,000.00	0.00	0.00%	
1210	54900	PRISONER SUPPLIES	0.00	38.99	0.00	1,465.16	800.00	800.00	0.00	0.00%	
1210	55821	DUES/SUBSCRIPTIONS	13,998.02	10,718.00	12,785.99	10,856.00	10,800.00	12,600.00	1,800.00	16.67%	
1210	55890	CONFERENCES	3,586.20	894.93	325.00	964.81	5,100.00	10,000.00	4,900.00	96.08%	
1210	57000	OTHER CHARGES & EXPENSES	3,051.09	638.77	0.00	21.50	0.00	0.00	0.00	0.00%	
1210	57410	COLLEGE REIMBURSEMENT	23,629.00	18,638.50	13,059.80	0.00	28,800.00	39,400.00	10,600.00	36.81%	
01210R	58200	COMPUTER AIDED DISPATCH	1,303.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1210	58590	CRUISER	45,064.50	44,363.69	50,321.62	2,807.19	53,700.00	56,000.00	2,300.00	4.28%	
1210	58700	ADD'L COST RADIO INFRASTRUCTURE	6,770.97	11,698.63				0.00	0.00	0.00%	
NEW		VESTS	0.00					5,100.00	5,100.00	100.00%	
NEW		NEW HIRE, TRAINING, CLTHING, EQUIP	0.00					7,200.00	7,200.00	100.00%	
<b>TOTAL</b>	<b>POLICE DEPARTMENT</b>		<b>2,529,356.76</b>	<b>2,607,644.71</b>	<b>2,755,054.11</b>	<b>1,137,458.51</b>	<b>3,205,887.00</b>	<b>3,298,957.00</b>	<b>93,070.00</b>	<b>2.90%</b>	
1220 FIRE DEPARTMENT											
1220	51000	FIRE CALL PAY	54,296.95	52,302.22	54,920.88	19,218.02	74,917.00	76,415.00	1,498.00	2.00%	
1220	51100	FIRE DEPT, WAGES	1,241,051.55	1,287,561.94	1,376,443.31	559,703.32	1,430,102.00	1,473,183.00	43,081.00	3.01%	
1220	51300	FIRE DEPT-OVERTIME	242,830.95	254,876.96	248,052.40	80,324.95	299,014.00	298,030.00	(984.00)	-0.33%	
1220	51310	CALL OVERTIME	55,915.03	57,467.14	58,588.89	12,641.26	70,087.00	71,489.00	1,402.00	2.00%	
1220	51320	TRAINING OVERTIME	11,222.60	18,365.30	30,891.65	10,981.19	30,600.00	35,600.00	5,000.00	16.34%	Increased per contract language by \$5,000
1220	52000	SERVICES	40,230.37	33,538.55	35,509.20	21,220.57	46,893.00	52,775.00	5,882.00	12.54%	
1220	53020	OSHA SERVICES	0.00	4,187.17	4,735.11	791.20	10,173.00	12,173.00	2,000.00	19.66%	
1220	54000	SUPPLIES	25,832.81	34,493.29	58,216.13	12,659.17	37,565.00	41,839.00	4,274.00	11.38%	
1220	54200	OFFICE SUPPLIES	530.22	195.48	106.40	0.00	0.00	0.00	0.00	0.00%	
1220	57000	OTHER CHARGES & EXPENSES	16,098.94	9,374.27	11,731.89	1,904.80	19,120.00	29,185.00	10,065.00	52.64%	Increase Union contract w/Education Reim.
1220	58000	TURN OUT GEAR	12,633.92	13,462.54	15,009.60	390.00	5,000.00	5,000.00	0.00	0.00%	
		<b>SAFER NON-GRANT COSTS</b>						96,743.00	96,743.00	100.00%	SAFER costs not covered by grant
1220	58300	PRESSURE WASHER & ELECTRIC	2,490.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
<b>TOTAL</b>	<b>FIRE DEPARTMENT</b>		<b>1,703,133.34</b>	<b>1,765,824.86</b>	<b>1,894,205.46</b>	<b>719,834.48</b>	<b>2,023,471.00</b>	<b>2,192,432.00</b>	<b>168,961.00</b>	<b>8.35%</b>	
1241 BUILDING INSPECTION											
1241	51100	INSPECTOR WAGES	85,253.05	89,136.72	93,617.47	35,461.60	97,426.00	103,592.00	6,166.00	6.33%	new contract
1241	51110	ASSIST BUILDING INSPECTOR	0.00	0.00	840.00	3,030.00	2,400.00	31,200.00	28,800.00	1200.00%	20 hours per week for Zoning/Code Enforcement
1241	52000	SERVICES	614.88	617.88	617.88	226.82	1,000.00	1,000.00	0.00	0.00%	
1241	52100	BUILDING COMMISSIONER SERVICES	550.00	2,650.00	850.00	0.00	0.00	0.00	0.00	0.00%	
1241	54000	SUPPLIES	3,028.45	521.06	1,049.83	128.75	500.00	500.00	0.00	0.00%	
1241	54200	OFFICE SUPPLIES	28.54	172.39	32.41	0.00	500.00	500.00	0.00	0.00%	
1241	54201	WEIGHTS/MEASURES-SUPPLIES	3,996.00	3,996.00	3,996.33	1,665.00	4,500.00	6,500.00	2,000.00	44.44%	Need to purchase 2 containers
1241	57000	OTHER CHARGES & EXPENSES	796.10	2,005.21	1,192.61	1,193.31	3,000.00	4,000.00	1,000.00	33.33%	Increase in training and memberships
<b>TOTAL</b>	<b>BUILDING INSPECTION</b>		<b>94,267.02</b>	<b>99,099.26</b>	<b>102,196.53</b>	<b>41,705.48</b>	<b>109,326.00</b>	<b>147,292.00</b>	<b>37,966.00</b>	<b>34.73%</b>	
1247 BARN INSPECTOR											
1247	51100	BARN INSPECTOR-STIPEND	2,600.00	2,600.00	2,600.00	0.00	2,600.00	2,652.00	52.00	2.00%	
<b>TOTAL</b>	<b>BARN INSPECTOR</b>		<b>2,600.00</b>	<b>2,600.00</b>	<b>2,600.00</b>	<b>0.00</b>	<b>2,600.00</b>	<b>2,652.00</b>	<b>52.00</b>	<b>2.00%</b>	
1291 EMERGENCY MANAGEMENT											

**FY 2023 OMNIBUS BUDGET  
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ACCOUNTS FOR: GENERAL FUND			2019 ACTUALS	2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2022 BUDGET	2023 BUDGET DEPT REQUEST	Dollar Incr (Decr)	Percent Incr (Decr)	COMMENTS
1291	51100	EMERGENCY MGMT, STIPEND	12,260.04	12,505.48	12,609.19	4,614.72	12,382.00	13,140.00	758.00	6.12%	Increase 10% per contract for new chief
1291	52000	SERVICES	6,740.00	6,740.00	6,740.00	6,740.00	7,000.00	7,000.00	0.00	0.00%	
1291	54000	SUPPLIES	2,073.07	881.00	1,795.43	0.00	3,000.00	3,000.00	0.00	0.00%	
1291	57000	OTHER CHARGES & EXPENSES	0.00	0.00	0.00	0.00	100.00	100.00	0.00	0.00%	
<b>TOTAL</b>	<b>EMERGENCY MANAGEMENT</b>		<b>21,073.11</b>	<b>20,126.48</b>	<b>21,144.62</b>	<b>11,354.72</b>	<b>22,482.00</b>	<b>23,240.00</b>	<b>758.00</b>	<b>3.37%</b>	
1292	ANIMAL CONTROL OFFICER										
1292	51100	ANIMAL CONTROL OFF-SALARY	12,809.88	13,367.38	13,975.92	5,296.44	14,552.00	15,178.00	626.00	4.30%	
1292	52000	SERVICES	0.00	175.00	226.50	174.17	908.00	908.00	0.00	0.00%	
1292	54000	SUPPLIES	621.26	338.70	277.85	115.09	374.00	374.00	0.00	0.00%	
1292	54200	OFFICE SUPPLIES	28.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1292	57000	OTHER CHARGES & EXPENSES	0.00	0.00	0.00	0.00	200.00	200.00	0.00	0.00%	
<b>TOTAL</b>	<b>ANIMAL CONTROL OFFICER</b>		<b>13,459.95</b>	<b>13,881.08</b>	<b>14,480.27</b>	<b>5,585.70</b>	<b>16,034.00</b>	<b>16,660.00</b>	<b>626.00</b>	<b>3.90%</b>	
1294	TREE WARDEN										
1294	51110	TREE WARDEN, WAGES	10,000.12	10,200.32	10,608.24	3,877.52	10,612.00	10,824.00	212.00	2.00%	
1294	52000	SERVICES	34,890.37	31,234.88	25,440.88	2,570.44	28,000.00	50,600.00	22,600.00	80.71%	\$50,000 for contractor and \$600 for Verizon bill
1294	53100	POLICE DETAILS	2,081.10	1,401.84	1,908.68	0.00	2,500.00	4,000.00	1,500.00	60.00%	Adding details for tree maintenance work
1294	54000	SUPPLIES	139.88	856.63	270.15	0.00	1,000.00	1,000.00	0.00	0.00%	
1294	55111	TREE MANAGEMENT REPORT	0.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00%	
1294	55400	EQUIPMENT/SUPPLIES	0.00	0.00	0.00	0.00	2,000.00	2,000.00	0.00	0.00%	
1294	57000	OTHER CHARGES & EXPENSES	85.00	85.00	85.00	0.00	500.00	1,000.00	500.00	100.00%	Add'l training and arborist certification
<b>TOTAL</b>	<b>TREE WARDEN</b>		<b>47,196.47</b>	<b>43,778.67</b>	<b>48,312.95</b>	<b>6,447.96</b>	<b>44,612.00</b>	<b>69,424.00</b>	<b>24,812.00</b>	<b>55.62%</b>	
1410	DPW-ADMINISTRATION										
1410	51000	DPW ADMIN, TEMPORARY CLERICAL	0.00	2,415.00	2,181.40	265.00	2,000.00	2,000.00	0.00	0.00%	
1410	51100	DPW ADMIN, WAGES	341,583.12	357,817.51	371,417.33	122,096.97	378,589.00	418,634.00	40,045.00	10.58%	Includes new position of Junior Engineer
1410	51300	OVERTIME	1,442.74	118.08	973.57	27.31	500.00	500.00	0.00	0.00%	
1410	52000	SERVICES	1,412.20	1,930.24	2,622.37	1,334.42	1,700.00	1,700.00	0.00	0.00%	
1410	52100	UTILITIES	10,425.02	2,360.10	2,707.69	3,848.18	15,000.00	15,000.00	0.00	0.00%	
1410	52400	REPAIR & MAINTENANCE	1,323.57	1,641.00	1,641.00	1,074.00	2,500.00	2,500.00	0.00	0.00%	
1410	52700	RENTALS	2,613.33	2,914.40	2,942.42	956.50	2,800.00	2,800.00	0.00	0.00%	
1410	53000	PROF/TECH SERVICES	0.00	8,300.00	2,695.61	(350.00)	3,000.00	3,000.00	0.00	0.00%	
1410	53400	COMMUNICATIONS	12,063.67	13,134.31	11,838.72	7,153.86	15,000.00	15,000.00	0.00	0.00%	
1410	54000	SUPPLIES	376.13	0.00	0.00	164.95	0.00	0.00	0.00	0.00%	
1410	54200	OFFICE SUPPLIES	2,702.08	4,225.66	6,713.98	1,912.41	4,000.00	4,000.00	0.00	0.00%	
1410	54320	BLDG & EQPT REP/MAINT SUPPLIES	331.70	0.00	0.00	1,561.66	1,000.00	1,000.00	0.00	0.00%	
1410	54500	CUSTODIAL SUPPLIES	89.64	179.99	0.00	54.06	500.00	500.00	0.00	0.00%	
1410	54600	SAFETY SUPPLIES	3.49	0.00	0.00	0.00	500.00	500.00	0.00	0.00%	
1410	54800	VEHICULAR SUPPLIES	0.00	0.00	0.00	0.00	500.00	500.00	0.00	0.00%	
1410	57000	TRAINING, DUES, MEMBERSHIPS	4,255.44	3,468.53	1,610.95	1,371.73	5,000.00	5,000.00	0.00	0.00%	
1410	58000	CAPITAL EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1410	58100	DPW OPER'NS CENTER ADD'L COSTS	9,531.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1410	58200	ADD'L COST DOG PARK	1,932.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
<b>TOTAL</b>	<b>DPW-ADMINISTRATION</b>		<b>390,086.25</b>	<b>398,504.82</b>	<b>407,345.04</b>	<b>141,471.05</b>	<b>432,589.00</b>	<b>472,634.00</b>	<b>40,045.00</b>	<b>9.26%</b>	
1420	DPW-HIGHWAY DEPARTMENT										
1420	51100	HIGHWAY, WAGES	308,867.64	308,986.71	303,511.92	110,105.52	328,183.00	336,143.00	7,960.00	2.43%	Union contract
1420	51300	OVERTIME	8,772.43	15,272.37	13,691.62	2,293.82	14,000.00	14,500.00	500.00	3.57%	Union contract
1420	51900	CLOTHING REIMBURSEMENT	3,500.00	3,733.32	3,500.00	1,400.00	3,500.00	3,500.00	0.00	0.00%	Union contract
1420	52100	SERVICE	0.00	6,096.46	8,204.73	1,302.91	2,000.00	2,000.00	0.00	0.00%	
1420	52200	LINE PAINTING	10,338.31	13,252.64	11,671.95	2,643.02	14,000.00	14,000.00	0.00	0.00%	
1420	52310	CROSSWALKS	0.00	0.00	1,517.36	0.00	2,500.00	2,500.00	0.00	0.00%	
1420	52400	BLDGS & GROUNDS UPKEEP	3,299.73	0.00	5,885.72	783.30	5,000.00	5,000.00	0.00	0.00%	
1420	52410	ROAD MAINTENANCE	12,475.52	0.00	8,500.00	0.00	8,000.00	8,000.00	0.00	0.00%	

**FY 2023 OMNIBUS BUDGET  
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ACCOUNTS FOR: GENERAL FUND			2019 ACTUALS	2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2022 BUDGET	2023 BUDGET DEPT REQUEST	Dollar Incr (Decr)	Percent Incr (Decr)	COMMENTS
1420	52440	VEHICLE REPAIR	0.00	0.00	1,352.98	0.00	500.00	500.00	0.00	0.00%	
1420	52700	RENTALS	1,828.17	2,305.29	1,756.96	813.76	1,000.00	1,000.00	0.00	0.00%	
1420	53000	PROF/TECH SERVICES	2,447.42	4,716.83	14,018.20	14,520.69	10,000.00	14,000.00	4,000.00	40.00%	Projected increase
1420	53100	POLICE DETAILS	5,805.26	6,363.66	4,431.12	477.80	8,000.00	8,000.00	0.00	0.00%	
1420	53400	COMMUNICATIONS	377.58	607.68	307.91	433.46	1,000.00	1,000.00	0.00	0.00%	
1420	54000	RAIL TRAIL SUPPLIES	0.00	0.00	0.00	18.56	0.00	0.00	0.00	0.00%	
1420	54200	OFFICE SUPPLIES	128.25	716.23	257.22	68.91	1,000.00	1,000.00	0.00	0.00%	
1420	54310	CROSSWALK SUPPLIES	0.00	57.00	1,954.50	0.00	0.00	0.00	0.00	0.00%	
1420	54320	BLDG & EQPT REPAIRS SUPPLIES	480.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1420	54600	SAFETY SUPPLIES	1,074.88	1,224.74	958.93	124.51	2,000.00	2,000.00	0.00	0.00%	
1420	54800	VEHICULAR SUPPLIES	3,649.51	226.43	256.96	0.00	2,600.00	2,600.00	0.00	0.00%	
1420	55400	PUBLIC WORKS SUPPLIES	14,273.64	20,588.36	9,209.81	4,916.96	25,000.00	25,000.00	0.00	0.00%	
1420	55460	LINE PAINTING SUPPLIES	1,674.53	2,295.51	0.00	0.00	2,000.00	2,000.00	0.00	0.00%	
1420	55465	CROSSWALK SUPPLIES	0.00	0.00	150.51	0.00	0.00	0.00	0.00	0.00%	
1420	55470	TRAFFIC SIGNS	3,949.20	6,726.09	176.20	2,298.25	5,000.00	5,000.00	0.00	0.00%	
1420	57000	TRAINING,DUES,MEMEBERSHIPS	947.75	1,069.63	334.85	0.00	1,200.00	1,200.00	0.00	0.00%	
1420	58000	LANDSCAPING NEW ADMIN BLDG	6,923.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1420	58200	ADD'L COST DOG PARK	806.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1420	58300	DEPOT SQ STREETScape	0.00	9,500.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1420	58400	ADD'L COST HIGHWAY GARAGE	0.00	7,523.21	0.00	0.00	0.00	0.00	0.00	0.00%	
<b>TOTAL</b>	<b>DPW-HIGHWAY DEPARTMENT</b>		<b>391,619.91</b>	<b>411,262.16</b>	<b>391,649.45</b>	<b>142,201.47</b>	<b>436,483.00</b>	<b>448,943.00</b>	<b>12,460.00</b>	<b>2.85%</b>	
1421	DPW-STORMWATER MANAGEMENT										
1421	51100	STORM WATER, WAGES	7,046.25	9,410.94	6,401.52	8,113.65	8,000.00	0.00	(8,000.00)	-100.00%	Assumes Junior Engineer position is budgeted (see DPW Admin above)
1421	52000	STORMWATER, SERVICES	5,700.00	6,040.27	1,000.00	0.00	12,000.00	12,000.00	0.00	0.00%	
1421	52300	CATCH BASIN CLEANING	9,730.80	9,995.18	14,335.50	0.00	12,000.00	12,000.00	0.00	0.00%	
1421	52310	DEBRIS DISPOSAL	0.00	6,255.20	0.00	10,834.32	5,000.00	5,000.00	0.00	0.00%	
1421	52400	REPAIRS & MAINTENANCE	611.67	4,987.00	5,200.00	2,100.00	8,000.00	8,000.00	0.00	0.00%	
1421	53000	MISC PROF/TECH SERVICES	4,595.78	3,561.84	21,592.63	1,924.69	20,000.00	15,000.00	(5,000.00)	-25.00%	Decrease, MS4 year 4 reports required in FY23
1421	53100	POLICE DETAILS	7,087.48	21,439.48	3,192.46	454.40	5,000.00	5,000.00	0.00	0.00%	
1421	53400	COMMUNICATIONS	479.88	673.88	490.86	104.49	500.00	500.00	0.00	0.00%	
1421	54800	VEHICULAR SUPPLIES	0.00	0.00	215.05	0.00	0.00	0.00	0.00	0.00%	
1421	55400	PUBLIC WORKS SUPPLIES	4,586.49	11,249.93	13,561.99	2,931.83	12,500.00	12,500.00	0.00	0.00%	
1421	58000	STORM DRAIN UPGRADES	75,000.00	100,000.00	65,438.00	3,586.89	100,000.00	100,000.00	0.00	0.00%	
1421	58100	CULVERT REPLACEMENTS	54,851.51	84,300.00	8,915.60	0.00	100,000.00	100,000.00	0.00	0.00%	
<b>TOTAL</b>	<b>DPW-STORMWATER MANAGEMENT</b>		<b>169,689.86</b>	<b>257,913.72</b>	<b>140,343.61</b>	<b>30,050.27</b>	<b>283,000.00</b>	<b>270,000.00</b>	<b>(13,000.00)</b>	<b>-4.59%</b>	
1422	SNOW REMOVAL										
1422	51100	SNOW REMOVAL, WAGES	2,091.17	3,045.84	2,016.66	0.00	3,000.00	3,000.00	0.00	0.00%	
1422	51300	OVERTIME	75,634.33	69,830.04	75,629.87	0.00	77,000.00	77,000.00	0.00	0.00%	
1422	52000	SNOW, SERVICES	23,011.91	28,492.98	31,485.59	0.00	30,000.00	30,000.00	0.00	0.00%	
1422	52440	VEHICLE REPAIR	2,783.48	4,938.91	0.00	0.00	10,000.00	10,000.00	0.00	0.00%	
1422	53000	PROFESSIONAL SERVICES	0.00	144.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1422	53100	POLICE DETAILS	0.00	808.48	1,374.84	0.00	3,000.00	3,000.00	0.00	0.00%	
1422	54800	VEHICULAR SUPPLIES	19,146.71	12,699.56	30,311.06	6,113.41	22,000.00	22,000.00	0.00	0.00%	
1422	54810	FUEL	33,700.77	31,481.18	23,701.60	0.00	40,000.00	40,000.00	0.00	0.00%	
1422	54820	SNOW-REGIONAL SCHOOL	0.00	0.00	0.00	0.00	10,000.00	10,000.00	0.00	0.00%	
1422	55400	PUBLIC WORKS SUPPLIES	4,061.23	7,762.36	4,981.20	3,573.90	6,000.00	6,000.00	0.00	0.00%	
1422	55410	SALT & SAND	115,998.26	87,784.90	85,375.21	0.00	120,000.00	120,000.00	0.00	0.00%	Note: commodity price up 30% 2021-22 winter
<b>TOTAL</b>	<b>SNOW REMOVAL</b>		<b>276,427.86</b>	<b>246,988.25</b>	<b>254,876.03</b>	<b>9,687.31</b>	<b>321,000.00</b>	<b>321,000.00</b>	<b>0.00</b>	<b>0.00%</b>	
1424	STREET LIGHTING										
1424	52100	STREET LIGHTS	5,630.92	10,967.42	17,201.00	2,266.52	25,000.00	23,000.00	(2,000.00)	-8.00%	Projected decrease
1424	52400	REPAIRS & MAINTENANCE	5,000.00	21,583.00	10,442.83	975.37	10,000.00	10,000.00	0.00	0.00%	
1424	53100	STREET LIGHTING POLICE DETAILS	0.00	0.00	2,552.52	0.00	4,000.00	4,000.00	0.00	0.00%	
1424	55400	PUBLIC WORKS SUPPLIES	0.00	0.00	1,721.96	0.00	5,000.00	5,000.00	0.00	0.00%	

**FY 2023 OMNIBUS BUDGET  
DRAFT 3 - MARCH 10, 2022**

ACCOUNTS FOR: GENERAL FUND			2019 ACTUALS	2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2022 BUDGET	2023 BUDGET DEPT REQUEST	Dollar Incr (Decr)	Percent Incr (Decr)	COMMENTS
1424	58000	ADD'L COST LED ST LIGHT CONVER	339.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
<b>TOTAL</b>	<b>STREET LIGHTING</b>		<b>10,970.52</b>	<b>32,550.42</b>	<b>31,918.31</b>	<b>3,241.89</b>	<b>44,000.00</b>	<b>42,000.00</b>	<b>(2,000.00)</b>	<b>-4.55%</b>	
1425	DPW-FUEL										
1425	52400	REPAIRS & MAINTENANC	1,326.25	1,256.50	1,324.55	372.00	1,500.00	1,500.00	0.00	0.00%	
1425	54810	FUEL-DPW	47,755.79	38,335.83	31,980.43	31,132.77	18,500.00	18,500.00	0.00	0.00%	
1425	54820	FUEL-POLICE	0.00	0.00	0.00	0.00	24,000.00	24,000.00	0.00	0.00%	
1425	54830	FUEL-FIRE	0.00	0.00	0.00	0.00	11,000.00	11,000.00	0.00	0.00%	
1425	54840	FUEL-AYER HOUSING	(1,933.55)	(1,006.19)	(689.97)	(218.27)	0.00	0.00	0.00	0.00%	
1425	54850	FUEL-PARK	(1,346.88)	(929.35)	(898.95)	0.00	0.00	0.00	0.00	0.00%	
1425	54860	FUEL-BUILDING INSPECTOR	(299.94)	(316.34)	(201.84)	(115.46)	0.00	0.00	0.00	0.00%	
1425	54870	FUEL-SENIOR VAN (MART)	(1,348.33)	(1,922.94)	(1,787.99)	(1,115.53)	0.00	0.00	0.00	0.00%	
1425	58000	FUEL-SPILL CONTAINMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
<b>TOTAL</b>	<b>DPW-FUEL</b>		<b>44,153.34</b>	<b>35,417.51</b>	<b>29,726.23</b>	<b>30,055.51</b>	<b>55,000.00</b>	<b>55,000.00</b>	<b>0.00</b>	<b>0.00%</b>	
1429	DPW-EQUIPMENT REPAIR										
1429	51100	EQUIP REPAIR, WAGES	60,199.78	61,607.00	56,678.80	23,195.20	63,507.00	64,938.00	1,431.00	2.25%	Union contract
1429	51300	OVERTIME	843.33	2,588.59	1,768.02	137.34	1,900.00	1,900.00	0.00	0.00%	Union contract
1429	51900	CLOTHING REIMBURSEMENT	700.00	700.00	700.00	350.00	700.00	700.00	0.00	0.00%	Union contract
1429	52400	REPAIRS & MAINTENANCE	2,171.84	264.00	1,555.45	690.30	4,700.00	4,700.00	0.00	0.00%	
1429	52440	VEHICLE REPAIR	14,262.06	2,212.11	18,976.90	2,686.11	7,000.00	7,000.00	0.00	0.00%	
1429	52700	RENTALS	1,938.20	1,754.70	1,839.86	1,063.48	1,500.00	1,500.00	0.00	0.00%	
1429	52900	WASTE REMOVAL	0.00	258.19	354.50	406.63	500.00	500.00	0.00	0.00%	
1429	53000	MISC PROF/TECH SERVICES	44.14	7.50	71.25	6.25	500.00	500.00	0.00	0.00%	
1429	53400	COMMUNICATION	0.00	31.39	37.00	0.00	0.00	0.00	0.00	0.00%	
1429	54320	BLDG & EQPT REP/MAINT	290.00	455.83	0.00	0.00	500.00	500.00	0.00	0.00%	
1429	54600	SAFETY SUPPLIES	175.00	292.00	220.00	0.00	250.00	250.00	0.00	0.00%	
1429	54800	VEHICULAR SUPPLIES	26,848.31	34,304.25	17,264.33	5,976.07	30,000.00	30,000.00	0.00	0.00%	
1429	55400	PUBLIC WORKS SUPPLIES	2,999.39	3,165.47	5,147.95	1,191.49	5,000.00	5,000.00	0.00	0.00%	
1429	57000	OTHER CHARGES & EXPENSES	100.00	164.95	100.00	100.00	100.00	100.00	0.00	0.00%	
<b>TOTAL</b>	<b>DPW-EQUIPMENT REPAIR</b>		<b>110,572.05</b>	<b>107,805.98</b>	<b>104,714.06</b>	<b>35,802.87</b>	<b>116,157.00</b>	<b>117,588.00</b>	<b>1,431.00</b>	<b>1.23%</b>	
1491	CEMETERY DEPARTMENT										
1491	52000	SERVICES	2,500.00	3,750.00	3,950.00	0.00	3,950.00	1,200.00	(2,750.00)	-69.62%	
<b>TOTAL</b>	<b>CEMETERY DEPARTMENT</b>		<b>2,500.00</b>	<b>3,750.00</b>	<b>3,950.00</b>	<b>0.00</b>	<b>3,950.00</b>	<b>1,200.00</b>	<b>(2,750.00)</b>	<b>-69.62%</b>	
1495	WOODLAWN CEMETERY										
1495	51100	WAGES					33,000.00	33,000.00	0.00	0.00%	
1495	52000	SERVICES					1,000.00	1,000.00	0.00	0.00%	
1495	52400	REPAIRS & MAINTENANCE					5,000.00	5,000.00	0.00	0.00%	
1495	55400	CEMETERY SUPPLIES					2,000.00	2,000.00	0.00	0.00%	
<b>TOTAL</b>	<b>WOODLAWN CEMETERY</b>						<b>41,000.00</b>	<b>41,000.00</b>	<b>0.00</b>	<b>0.00%</b>	
1512	BOARD OF HEALTH										
1512	51000	BOH, SECRETARY WAGES	11,206.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1512	52000	SERVICES	423.79	163.68	0.00	0.00	1,000.00	4,000.00	3,000.00	300.00%	\$1,000 per BOH Member for Training per BOH Chair
1512	54000	SUPPLIES	0.00	0.00	0.00	0.00	100.00	200.00	100.00	100.00%	\$100 for at home office supply reimbursement per BOH Chair
1512	54200	OFFICE SUPPLIES	79.05	0.00	149.83	1,980.22	425.00	2,500.00	2,075.00	488.24%	
1512	57000	OTHER CHARGES & EXPENSES	150.00	150.00	0.00	0.00	850.00	600.00	(250.00)	-29.41%	
<b>TOTAL</b>	<b>BOARD OF HEALTH</b>		<b>11,859.44</b>	<b>313.68</b>	<b>149.83</b>	<b>1,980.22</b>	<b>2,375.00</b>	<b>7,300.00</b>	<b>4,925.00</b>	<b>207.37%</b>	
1513	NASHOBA BOARD OF HEALTH										
1513	53050	NASHOBA-NURSING SERVICES	8,788.48	9,227.92	9,689.28	5,086.88	10,174.00	12,125.00	1,951.00	19.18%	Per assessment from NABOH

**FY 2023 OMNIBUS BUDGET  
DRAFT 3 - MARCH 10, 2022**

ACCOUNTS FOR: GENERAL FUND			2019 ACTUALS	2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2022 BUDGET	2023 BUDGET DEPT REQUEST	Dollar Incr (Decr)	Percent Incr (Decr)	COMMENTS
1513	53055	NASHOBA BOARD OF HEALTH	19,258.16	20,221.08	21,232.12	11,146.86	22,294.00	26,454.00	4,160.00	18.66%	Per assessment from NABOH
<b>TOTAL</b>	<b>NASHOBA BOARD OF HEALTH</b>		<b>28,046.64</b>	<b>29,449.00</b>	<b>30,921.40</b>	<b>16,233.74</b>	<b>32,468.00</b>	<b>38,579.00</b>	<b>6,111.00</b>	<b>18.82%</b>	
1520	<b>SOCIAL WORKER</b>										
1520	51000	SOCIAL WORKER, WAGES	0.00	0.00	0.00	0.00	0.00	65,000.00	65,000.00	100.00%	NEW Position (subject to classificatoin in progress)
1520	52000	SERVICES	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00	100.00%	
1520	54000	SUPPLIES	0.00	0.00	0.00	0.00	0.00	1,500.00	1,500.00	100.00%	Includes computer
<b>TOTAL</b>	<b>SOCIAL WORKER</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>67,500.00</b>	<b>67,500.00</b>	<b>100.00%</b>	
1540	DISABILITIES COMMISSION										
1540	51000	ADMINISTRATOR WAGES						2,500.00	2,500.00	100.00%	New stipend in FY2023 to assist in organizing/administration of town's updated ADA plan improvements and staff support to the ADA Commission
1540	52000	SERVICES	460.60	265.30	0.00	0.00	500.00	500.00	0.00	0.00%	
<b>TOTAL</b>	<b>DISABILITIES COMMISSIO</b>		<b>460.60</b>	<b>265.30</b>	<b>0.00</b>	<b>0.00</b>	<b>500.00</b>	<b>3,000.00</b>	<b>2,500.00</b>	<b>500.00%</b>	
1541	COUNCIL ON AGING										
1541	51000	<b>COUNCIL ON AGING, WAGES</b>	133,073.38	141,550.69	98,867.56	27,496.59	125,810.00	144,261.00	18,451.00	14.67%	Restore nutrition coordinator
1541	51300	COA OVERTIME	0.00	244.72	199.50	0.00	0.00	0.00	0.00	0.00%	
1541	52000	SERVICES	13,311.26	10,888.41	10,649.08	4,745.31	12,100.00	12,100.00	0.00	0.00%	
1541	53065	AROBICS INSTRUCTOR	6,000.00	4,200.00	0.00	0.00	6,000.00	6,000.00	0.00	0.00%	
1541	54000	SUPPLIES	4,746.85	4,843.22	2,829.12	2,801.26	3,700.00	4,900.00	1,200.00	32.43%	Same, but tentative
1541	54200	OFFICE SUPPLIES	249.46	209.28	0.00	0.00	300.00	1,900.00	1,600.00	533.33%	Add: toner for in-house printing, van,quarterly bulk mail
1541	54900	<b>FOOD SUPPLIES</b>	2,284.50	493.96	0.00	50.32	900.00	35,850.00	34,950.00	3883.33%	Added \$25,850 for food program due to kitchen upgrade not possible
1541	57000	OTHER CHARGES & EXPENSES	1,825.37	2,151.66	1,815.05	1,067.76	2,600.00	2,600.00	0.00	0.00%	
1541	57100	COA PROGRAMS	3,852.56	2,587.90	0.00	275.75	5,000.00	8,000.00	3,000.00	60.00%	Increas for new/more programs
1541	58000	LAPTOP	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00	100.00%	
1541	58100	BUILDING REPAIRS	0.00	0.00	0.00	16,615.91	0.00	0.00	0.00	0.00%	
<b>TOTAL</b>	<b>COUNCIL ON AGING</b>		<b>165,343.38</b>	<b>167,169.84</b>	<b>114,360.31</b>	<b>53,052.90</b>	<b>156,410.00</b>	<b>216,611.00</b>	<b>60,201.00</b>	<b>38.49%</b>	
1543	VETERANS AGENT										
1543	51100	VETERANS AGENT, WAGES	19,182.98	19,566.65	19,980.50	7,408.21	20,383.00	20,791.00	408.00	2.00%	
1543	54000	SUPPLIES	0.00	0.00	162.34	0.00	200.00	100.00	(100.00)	-50.00%	
1543	54200	OFFICE SUPPLIES	0.00	35.51	0.00	57.87	100.00	100.00	0.00	0.00%	
1543	57000	OTHER CHARGES & EXPENSES	0.00	0.00	0.00	0.00	100.00	0.00	(100.00)	-100.00%	
<b>TOTAL</b>	<b>VETERANS AGENT</b>		<b>19,182.98</b>	<b>19,602.16</b>	<b>20,142.84</b>	<b>7,466.08</b>	<b>20,783.00</b>	<b>20,991.00</b>	<b>208.00</b>	<b>1.00%</b>	
1547	VETERANS BENEFITS										
1547	53170	VETERANS SERVICES	120,181.49	119,527.61	112,471.77	52,833.75	125,000.00	125,000.00	0.00	100.00%	
<b>TOTAL</b>	<b>VETERANS BENEFITS</b>		<b>120,181.49</b>	<b>119,527.61</b>	<b>112,471.77</b>	<b>52,833.75</b>	<b>125,000.00</b>	<b>125,000.00</b>	<b>0.00</b>	<b>100.00%</b>	
1610	LIBRARY DEPARTMENT										
1610	51100	<b>LIBRARY, WAGES</b>	360,271.88	377,652.47	384,267.83	145,986.51	397,044.00	423,075.00	26,031.00	6.56%	
1610	52000	SERVICES	87,864.70	92,484.63	90,466.02	55,704.21	95,403.00	95,403.00	0.00	0.00%	
1610	54000	LBY-BOOKS,A-V,PERIODICALS	126,187.42	120,786.20	106,191.85	46,999.04	118,797.00	124,902.00	6,105.00	5.14%	
1610	54100	LIBRARY PATRON COMPUTERS	2,445.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1610	54200	OFFICE SUPPLIES	13,280.90	8,400.51	5,759.18	3,044.42	8,000.00	8,000.00	0.00	0.00%	
1610	54300	LIBRARY SUPPLIES	3,040.93	3,268.02	7,096.80	2,651.72	5,000.00	5,000.00	0.00	0.00%	
1610	58000	OTHER CAPITAL OUTLAY	2,185.97	2,000.00	1,374.45	629.50	1,000.00	1,000.00	0.00	0.00%	
<b>TOTAL</b>	<b>LIBRARY DEPARTMENT</b>		<b>595,277.00</b>	<b>604,591.83</b>	<b>595,156.13</b>	<b>255,015.40</b>	<b>625,244.00</b>	<b>657,380.00</b>	<b>32,136.00</b>	<b>5.14%</b>	
1650	PARK DEPARTMENT										
1650	51000	LIFEGUARD WAGES	36,306.64	38,885.31	17,149.94	27,246.02	45,828.00	46,745.00	917.00	2.00%	

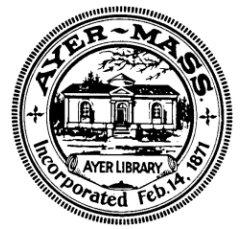




**FY 2023 OMNIBUS BUDGET  
DRAFT 3 - MARCH 10, 2022**

ACCOUNTS FOR: GENERAL FUND			2019 ACTUALS	2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2022 BUDGET	2023 BUDGET DEPT REQUEST	Dollar Incr (Decr)	Percent Incr (Decr)	COMMENTS
1751	59150	LONG-TERM INTEREST	131,757.50	264,803.12	219,119.00	114,736.09	214,111.00	181,820.00	(32,291.00)	-15.08%	
<b>TOTAL</b>	<b>INTEREST</b>		<b>131,757.50</b>	<b>264,803.12</b>	<b>219,119.00</b>	<b>114,736.09</b>	<b>214,111.00</b>	<b>181,820.00</b>	<b>(32,291.00)</b>	<b>-15.08%</b>	
1752	INTEREST-SHORT TERM DEBT										
1752	59250	INTEREST-SHORT-TERM OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00%	
<b>TOTAL</b>	<b>INTEREST-SHORT TERM DE</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00%</b>	
1911	RETIREMENT & PENSION CON										
1911	51730	COUNTY RETIREMENT ASSESS	1,450,939.00	1,687,582.00	1,787,745.00	1,934,480.00	1,934,480.00	2,058,373.00	123,893.00	6.40%	Per MCRS evaluation Forward funding savings impact to be realized in next valuation for FY2024 and FY2025
<b>TOTAL</b>	<b>RETIREMENT &amp; PENSION C</b>		<b>1,450,939.00</b>	<b>1,687,582.00</b>	<b>1,787,745.00</b>	<b>1,934,480.00</b>	<b>1,934,480.00</b>	<b>2,058,373.00</b>	<b>123,893.00</b>	<b>6.40%</b>	
1913	UNEMPLOYMENT COMPENSATION										
1913	51710	UNEMPLOYMENT COMPENSATION	2,718.82	10,912.28	12,831.09	7,623.06	11,200.00	11,200.00	0.00	0.00%	
<b>TOTAL</b>	<b>UNEMPLOYMENT COMPENSAT</b>		<b>2,718.82</b>	<b>10,912.28</b>	<b>12,831.09</b>	<b>7,623.06</b>	<b>11,200.00</b>	<b>11,200.00</b>	<b>0.00</b>	<b>0.00%</b>	
1919	OTHER EMPLOYEE BENEFITS										
1919	51740	FICA MEDICARE	112,188.12	121,574.42	119,626.12	49,043.40	140,000.00	158,000.00	18,000.00	12.86%	
<b>TOTAL</b>	<b>OTHER EMPLOYEE BENEFIT</b>		<b>112,188.12</b>	<b>121,574.42</b>	<b>119,626.12</b>	<b>49,043.40</b>	<b>140,000.00</b>	<b>158,000.00</b>	<b>18,000.00</b>	<b>12.86%</b>	
1940	GROUP HEALTH & LIFE INSUR										
1940	57420	HEALTH INSURANCE	1,491,236.64	1,576,421.41	1,563,196.40	531,153.00	1,726,588.00	1,844,382.00	117,794.00	6.82%	
1940	57422	REGION DISPATCH HEALTH	43,080.00	38,734.83	52,297.42	21,588.75	53,048.00	56,175.00	3,127.00	5.89%	
1940	57425	LIFE INSURANCE	16,461.30	15,669.15	15,259.35	6,192.75	16,300.00	16,400.00	100.00	0.61%	
1940	57439	HSA ADMIN FEES	35.75	88.00	162.25	125.00	450.00	825.00	375.00	83.33%	
1940	57440	HSAQ BENEFITS	0.00	0.00	0.00	0.00	0.00	15,000.00	15,000.00	0.00%	
1940	57445	HRA ADMINISTRATION FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1940	57446	FSA ADMIN FEES	2,814.50	2,153.25	2,096.75	737.50	2,000.00	2,000.00	0.00	0.00%	
1940	57447	FSA BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1940	57450	WELLNESS COORDINATOR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
1940	57460	HEALTH INSURANCE W/H CREDIT	10,709.60	9,878.28	7,665.92	1,365.76	10,000.00	1,675.00	(8,325.00)	-83.25%	
1940	57480	MEDICARE PENALTIES	2,749.80	2,435.20	2,463.00	1,248.00	3,000.00	3,000.00	0.00	0.00%	
1940	57490	HEALTH BUY-OUT PROGRAM	61,054.61	63,185.43	58,554.58	20,500.27	62,400.00	62,400.00	0.00	0.00%	
<b>TOTAL</b>	<b>GROUP HEALTH &amp; LIFE IN</b>		<b>1,628,142.20</b>	<b>1,708,565.55</b>	<b>1,701,695.67</b>	<b>582,911.03</b>	<b>1,873,786.00</b>	<b>2,001,857.00</b>	<b>128,071.00</b>	<b>6.83%</b>	
<b>TOTAL BEFORE SCHOOL ASSESSMENTS</b>			<b>13,327,740.94</b>	<b>14,314,951.15</b>	<b>14,477,920.41</b>	<b>6,957,067.77</b>	<b>16,293,201.00</b>	<b>16,954,547.00</b>	<b>661,346.00</b>	<b>4.06%</b>	
1331	SCHOOL DEPT-VOCATIONAL ED										
1331	52000	VOCATIONAL EDUCATION TUITIONS	680,545.00	764,256.00	870,317.00	477,077.50	954,155.00	1,010,957.00	56,802.00	5.95%	
<b>TOTAL</b>	<b>SCHOOL DEPT-VOCATIONAL</b>		<b>680,545.00</b>	<b>764,256.00</b>	<b>870,317.00</b>	<b>477,077.50</b>	<b>954,155.00</b>	<b>1,010,957.00</b>	<b>56,802.00</b>	<b>5.95%</b>	
1335	ASRSD ASSESSMENT										
1335	52000	ART 8 REGIONAL SCHOOL ASSESSMT	11,670,890.00	11,113,083.03	11,525,813.04	5,884,903.98	11,769,808.00	12,244,196.00	474,388.00	4.03%	
1335	52100	ASRSD DEBT ASSESSMENT	0.00	952,315.00	933,512.00	683,205.75	910,941.00	889,150.00	(21,791.00)	-2.39%	
<b>TOTAL</b>	<b>ASRSD ASSESSMENT</b>		<b>11,670,890.00</b>	<b>12,065,398.03</b>	<b>12,459,325.04</b>	<b>6,568,109.73</b>	<b>12,680,749.00</b>	<b>13,133,346.00</b>	<b>452,597.00</b>	<b>3.57%</b>	

**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:** March 11, 2022

**TO:** Ayer Select Board

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

**SUBJECT: Summary of the 2022 Annual Town Meeting Warrant Articles**

Dear Honorable Select Board Members,

As the Select Board is aware, per the Town's Budget and Town Meeting Calendar, the Select Board and Finance Committee will meet on Tuesday, April 5, 2022, to review and approve the 2022 Annual Town Meeting Warrant. Upon approval, the Warrant will be publicly posted by Friday, April 8, 2022, at the Town Hall; Post Office Lobby; Police Station Lobby; Library Lobby; The Jack-O-Lantern; Pauline's Variety Store; and on the Town's website. Additionally at that time, the Warrant will be sent for printing and to be mailed to each Ayer household in advance of Town Meeting which will take place on Monday, April 25, 2022, at 7pm in the Auditorium of the Ayer Shirley Regional High School.

The following is a summary of the 2022 Annual Town Meeting Warrant Articles as of March 11, 2022. Please note that the Warrant officially closes at 12pm on Friday, April 1, 2022. This is also the deadline for all Citizens Petitions to the Town Clerk.

Article 1: Salaries of Elected Officials

This Article is required by MGL Chapter 41, Section as Town Meeting sets the salaries of elected officials. The compensated elected officials are Moderator; Select Board, Chair; Select Board Members (2); Assessors, Chair; Assessors Members (2). The salaries receive the 2% COLA adjustment for FY 2023.

Article 2: Contract Funding: Ayer Firefighters

This Article is for the first-year funding of the Ayer Firefighters Contract. The Contract MOA is on the Town's website. A brief presentation on the cost impacts is made at Town Meeting.

Article 3: Contract Funding: Ayer Police Sergeants

This Article is for the first-year funding of the Ayer Police Sergeants. The Contract MOA is on the Town's website. A brief presentation on the cost impacts is made at Town Meeting

Article 4: Contract Funding: Ayer DPW

This Article is for the first-year funding for the Ayer DPW Contract. The Contract MOA will be available on the Town's website by March 18, 2022. A brief presentation on the cost impacts is made at Town Meeting

Article 5: FY 2023 Omnibus Budget

This Article is for the FY 2023 Omnibus Budget. There will be a printed insert of the budget in the Town Meeting Warrant. All information related to the FY 2023 Omnibus Budget is available on the Town's website. A brief presentation on the FY 2023 Omnibus Budget will be made at Town Meeting.

Article 6: FY 2023 Ayer Shirley Regional School District Assessment

Article 7: FY 2023 Nashoba Valley Technical Vocational School Assessment

Article 8: Authorization to Enter Into a 5-Year Contract for Police Department Taser Equipment

The Police Chief has a 5-year service contract with Axon Enterprises for taser equipment for the Police Department. Because the service contract is over a 3-year term it requires Town Meeting authorization. The 5-year contract is at a savings to the Town at \$13,950 as opposed to the 3-year contract which would be \$23,255. The funding for the 3-year term is in the FY 2023 Police Budget as it is the maximum exposure. If this Article passes, the funding for this item in the Police Budget can be adjusted down by Town Meeting.

Enterprise Fund Articles (Information provided in the Budget Book at Town Meeting):

Article 9: Solid Waste Enterprise Fund

Article 10: Ambulance Enterprise Fund

Article 11: Sewer Enterprise Fund

Article 12: Water Enterprise Fund

Borrow Article:

Article 13: Capital Budget Requests

This Article will contain the FY 2023 Capital Requests recommended by the Capital Planning Committee which require the Town to borrow for in accordance with the Town's Financial Policies. For more information on the FY 2023 Capital Plan please go to the Town's website. Information on each item will be available to present at Town Meeting.

Transfer Articles:

Article 14: Capital Budget Requests

This Article will contain the FY 2023 Capital Requests recommended by the Capital Planning Committee which will be purchased directly using funds from the Town's Capitalization Fund in accordance with the Town's Financial Policies. For more information on the FY 2023 Capital Plan

please go to the Town's website. Information on each item will be available to present at Town Meeting.

Article 15: GASB-45/OPEB (Post-Employment Benefits) FUND

This Article would fund the Town's GASB-45/OPEB Fund with \$300,000 of which \$119,000 will come from the Local Meals Tax and \$181,000 from Free Cash per the recommendation of the Town's OPEB Board of Trustees in accordance with the Town's Financial Policies

Article 16: Funding of the Reserve Fund for Future Payments of Accrued Liabilities for Compensated Balances

This Article would fund the Town's Compensated Absences Fund with \$63,837 from Free Cash. This amount would replenish \$13,837 used for FY 2022 and would put an additional \$50,000 in the Fund. This Fund was created by the 2020 Annual Town Meeting for the purposes of funding planned and unplanned retirements from the Town; as well as separation from the Town in which the employee is due certain accrued benefits such as unused vacation time.

Article 17: Forward Funding of the Town's Pension Assessment

This Article would forward fund the Town's pension assessment in the amount of \$300,000 for the purposes of realizing estimated future savings.

Article 18: UDAG Fund Replenishment for Depot Square Project

This Article would replenish the \$65,000 dollars from the Town's UDAG Fund as authorized by the Select Board on recommendation of the Capital Planning Committee for the purposes of completing the Depot Square Project.

Article 19: Stabilization Fund

This Article would fund the Town's Stabilization Fund with \$400,000 from Free Cash and fund the Town's Capital Stabilization Fund in the amount of \$1,519,090.

Raise and Appropriate Articles:

Article 20: First Year's Interest-General Fund Borrowing

This Article would raise an appropriate the sum required to provide for the first year interest charges associated with the administrative expenses on all General Fund borrowing/bonding authorized by Town Meeting. *Note: The exact sum is currently being calculated.*

Article 21: Funding for Aquatic Weed Control for Towns Ponds

This Article would raise and appropriate the sum of \$30,000 for the purposes of aquatic weed control for the Town's ponds as requested and administered by the Conservation Commission

Article 22: Matching Funding for Firefighters Grant

This Article would raise and appropriate the sum of \$2,376.19 as matching funds (5%) for a Federal Assistance to Firefighters Grant for Heavy Vehicle Extrication training. If the Town does not receive the Firefighters Grant, then this sum of \$2,376.19 will not be raised and appropriated.

Community Preservation Act Articles:

Article 23: Community Preservation Act

Article 24: Community Preservation Fund – FY 2023 Transfer of Funds

Article 25: Pirone Park Playground Project: \$400,000

This Article would provide CPC Funding in the amount of \$400,000 toward the Pirone Park Playground. This funding would be in addition to the \$320,000 recommended by the Capital Planning Committee and included under Article 13. CPC to finalize on March 30, 2022.

Article 26: Ayer Affordable Housing Trust: \$60,000

This Article would provide CPC Funding in the amount of \$60,000 for the Ayer Affordable Housing Trust. CPC to finalize on March 30, 2022.

Article 27: Ayer Library – Digitization of Records: \$25,000

This Article would provide CPC Funding in the amount of \$25,000 for the Ayer Library to digitize various records to include original copies of the “Ayer Public Spirit” and “Nashoba Valley Voice” newspapers.

Article 28: Flannagan Pond Public Access Feasibility Study: \$25,000

This Article would provide CPC funding in the amount of \$25,000 for a professional feasibility study for the purposes of developing improved public access to Flannagan Pond.

Zoning Bylaw Amendment Articles:

Article 29: Amend Section 6.2 of the Ayer Zoning Bylaw – Minimum Lot Size in Light Industry Zoning District

This Bylaw Amendment would amend Section 6.2 of the Ayer Zoning Bylaw to correct a typographical error in the Schedule of Dimensional Requirements by correcting the minimum lot size in the Light Industry (LI) zoning district from 120,000 sq.ft. to 20,000 sq.ft. Public Hearing held on March 8, 2022, by the Planning Board. Planning Board to report at Town Meeting.

Article 30: Amend Section 2.0 of the Ayer Zoning Bylaw – Definitions

This Bylaw Amendment would correct the listed order of all definitions in Section 2.0 of the Zoning Bylaw by putting them in alphabetic order, and to add/or modify definitions for ‘Dwelling;’ ‘Dwelling Unit’, and ‘Two-Family Dwelling’. In addition, sub-definitions under the defined term ‘Adult Use’ are being indented to make it clear that they fall under ‘Adult Use.’ No other wording of any definitions except those listed in this Article will change. Public Hearing held by the Planning Board on March 8, 2022. Planning Board to report at Town Meeting.

Citizens Petitions:

1. Citizen’s Petition to Rezone 27 Harvard Road from General Residence to General Business

This Citizen’s Petition proposes to rezone a lot at 27 Harvard Road (Map 35, Lot 21) from General Residence to General Business. The lot at 27 Harvard Road is approximately 5.3 acres in area. This complements the rezoning of the adjoining lot at 29 Harvard Road (Map 35, Lot 22) that was rezoned at the October 2021 Special (Fall) Town Meeting. The full text of the Citizen’s Petition can be found on the Town’s

website and paper copies can be obtained at the Town Clerk's Office or the Ayer Planning Department during normal business hours.

Cc: Town Moderator  
Town Clerk  
Finance Committee

Town of Ayer  
February 6, 2022



CliftonLarsonAllen LLP  
CLAconnect.com

February 6, 2022

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

Dear Mr. Pontbriand:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CliftonLarsonAllen LLP (CLA) will provide for the Town of Ayer (“you,” “your,” or “the Town”).

Hannah York, CPA, is responsible for the performance of the services identified in this agreement.

**Scope of professional services**

CLA will provide Financial Consulting related to the Town’s ARPA direct Federal NEU grant, including:

- Assist the Town in determination of allowable expenses under ARPA, including internal or external applications
- Assist the Town in developing internal controls and procedures for documenting use of funds
- Assist the Town with tracking and reporting of ARPA funds to the Treasury, including chart of account set up.
- Consulting with Town staff on appropriate use and timing of funds.
- Other ARPA related finance support, as requested

We will comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity’s financial statements that may not be identified as a result of misrepresentations made to us by you.

For all consulting services we may provide to you, management agrees to assume all management responsibilities; oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.



Town of Ayer  
February 6, 2022

## **Fee**

Our fees for these services will be based on actual time at \$150-\$255 per hour, depending on the level of experience needed. Our professional fees will be billed based on the time involved and the degree of responsibility and skills required, with our total fee not to exceed \$15,000. We will also bill a technology and client support fee of five percent (5%) of all professional fees billed.

Our invoices for these services will be rendered each month as work progresses and are payable on presentation. Terms of payment for services are **net 30 days**. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

## ***Other fees***

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

## **Limitation of remedies**

Our role is strictly limited to the engagement described in this letter, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party") and that this limitation of remedies provision is governed by the laws of the Commonwealth of Massachusetts, without giving effect to choice of law principles.

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions, or results of this engagement, except to the extent authorized by this agreement. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this agreement, but any recovery on any such claims shall not exceed the fees actually paid under this agreement by you to CLA.

## **Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced separately within twenty-four (24) months ("Limitation Period") after the date when we deliver such services under this agreement to you on which the dispute is based, regardless of whether any CLA party

Town of Ayer  
February 6, 2022

provides other services for you under this agreement, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

### **Service satisfaction**

If you are not completely satisfied with the services performed by CLA, we will take reasonable corrective action to satisfy you, and then if you are not completely satisfied, we will accept a portion of the fees that reflects your level of satisfaction. Upon full payment of our invoice, we will assume you are satisfied with our work and our service commitment will have been fulfilled.

To ensure that our services remain responsive to your needs, as well as fair to both parties, we will meet with you throughout the term of the agreement and, if necessary, revise or adjust the scope of the services to be provided and the fees to be charged.

Furthermore, it is understood that either party may terminate this agreement at any time, for any reason, by giving 30 days written notice to the other party. In that event, the provisions of this agreement shall continue to apply to all services rendered prior to termination. It is understood that any unpaid fees that are owed or invoices that are outstanding at the date of termination are to be paid in accordance with the terms of this agreement.

### **Other provisions**

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

We will be responsible for our own property and casualty, general liability, and workers compensation insurance, taxes, professional training, and other personnel costs related to the operation of our business.

When performing the services above, we will utilize the resources available at the entity to the extent practical to continue development of your personnel. During a portion of our work, we may require the use of your computers. We will try to give you advance notice and coordinate our use so it does not interfere with your employees.

The relationship of CLA with the entity shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

Accounting standards and procedures will be suggested that are consistent with those normally utilized in an entity of your size and nature. We will require management to approve any changes in the application of accounting standards and procedures at the entity. Internal controls may be recommended relating to the safeguarding of the entity's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

Town of Ayer  
February 6, 2022

The entity agrees that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this engagement.

**Technology**

CLA may, at times, use third-party software applications to perform services under this agreement. You authorize CLA to sign on your behalf any vendor agreements applicable to such software applications. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

**Agreement**

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign, date, and return the signed copy to us.

Sincerely,

**CliftonLarsonAllen LLP**



Hannah York, CPA  
Principal  
Phone: 210-347-9233  
[Hannah.York@CLAconnect.com](mailto:Hannah.York@CLAconnect.com)

**Response:**

This letter correctly sets forth the understanding of the Town of Ayer.

Authorized management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

RECEIVED  
MAR 10 2022  
TOWN OF AYER  
TOWN CLERK  
9:35am

Town of Ayer

Executive Bi-Board Meeting Minutes For

Tuesday, February 8, 2022, 2pm

**Attendance:** Scott Houde (Chair); Pat Diamond; Mark Smith; Lisa Gabree (Finance Manager); Barbara Tierney (Treasurer/Tax Collector); Carly Antonellis (Assistant Town Manager); Robert Pontbriand (Town Manager)

**Call to Order:**

The meeting was called to order at 2pm by S. Houde.

S. Houde read the following statement into the record:

Due to the ongoing COVID-19 Pandemic, in accordance with Chapter 20 of the Acts of 2021, suspending certain provisions of the Open Meeting Law (OML), public bodies otherwise governed by the OML are temporarily relieved from the requirement that meeting be held in public places, open and physically accessible to the public so long as measures are taken to ensure public access to the bodies' deliberations "through adequate, alternative means." This meeting will be live on Zoom. The public may participate remotely by joining Zoom (Meeting ID# 854 0032 4335) or by calling 929-205-6099. For additional information about remote participation, please contact Carly Antonellis, Assistant Town Manager at [atm@ayer.ma.us](mailto:atm@ayer.ma.us) or 978-772-8220 ext. one hundred prior to the meeting.

**Review/Approval of Previous Meeting Minutes (October 12, 2021):**

The Bi-Board reviewed the DRAFT minutes from the October 12, 2021, meeting.

**Motion:** A motion was made by P. Diamond and seconded by M. Smith to approve the October 12, 2021, meeting minutes. **Motion passed (7-0)** by Roll Call Vote: S. Houde, Y; P. Diamond; Y; M. Smith, Y; L. Gabree, Y; B. Tierney, Y; C. Antonellis, Y; R. Pontbriand, Y.

**FY 2023 Budget Update: Review and Discussion of DRAFT #1 of FY 2023 Budget:**

R. Pontbriand provided a status update of the budget process. DRAFT #2 of the FY 2023 Budget will be transmitted to the Select Board and Finance Committee on February 24, 2022, and available on the Town's website at that time. On March 1, 2022, he will be making a brief presentation and update to the Select Board on DRAFT #2. The Second Public Budget Forum will be on Wednesday, March 16, 2022, at 6pm on Zoom.

R. Pontbriand asked if there were any questions or comments regarding DRAFT #1 of the FY 2023 Budget.

S. Houde asked the proposed Social Worker position in the FY 2023 Budget was a full-time position? He also asked if it could be a part-time position or if the position could be regionalized with another town?

R. Pontbriand advised that the position proposal is designed to be a full-time, benefited position. The reasoning is that there appears to be a full-time need and in order to attract qualified Social Workers the salary and benefits needs to be competitive. It is not for certain that after a year, we may find that this is a part-time position and could be altered accordingly. At this time, it is hard to determine, and we know that there is a real need for social services for the Police Department, Council on Aging, and Community and Economic Development not to mention general social service issues for the Town.

R. Pontbriand stated that as far as a regional effort for the position, the Town should not rule that possibility out, but it is difficult at this time to determine based on the workload if this is a possibility. It is certainly something the Town should continue to look at and consider.

S. Houde stated that he supports the position of the Social Worker. He is just wondering as to whether it is a full-time need. He also stated that if there was not enough full-time work for this position could it be assigned other work?

R. Pontbriand stated that could be an option/possibility and something to consider. This is a new position and if approved, the first year will give us a better indication about the work level and demand for the position.

P. Diamond stated that he supports the position as well. He also stated that we need to hire someone with the professional credentials and as such this will need to be a full-time, benefitted position.

There were no other questions or comments on DRAFT #1 of the FY 2023 Budget.

**Discussion on Recommendations for Proposed Uses of Free Cash:**

R. Pontbriand presented a brief update to the Bi-Board regarding the Town’s certified Free Cash along with some proposed recommendations developed by him and L. Gabree for consideration and further discussion.

R. Pontbriand advised that the Town has certified Free Cash as of June 30, 2021, in the amount of \$2,528,927. This is a higher year than normal for free cash due in part to three major factors: 1.) \$833,268 in favorable revenues; 2.) \$1,295,416 returned by Departments; and #.) Overlay surplus of \$402,770.

In terms of recommended uses of Free Cash, R. Pontbriand and L. Gabree recommend the following:

<b><u>Certified Free Cash:</u></b>	<b>\$2,528,927</b>	
GASB 45-OPEB	<b>(\$181,000)</b>	<i>+\$119,000 Meals Tax = \$300,000</i>
Forward Funding of Pension Assessment	<b>(\$300,000)</b>	
Compensated Absences	<b>(\$50,000)</b>	
Reserve Fund	<b>(\$13,837)</b>	<i>Replenishment of FY 2022 Payouts</i>
Capital Stabilization Fund	<b>(\$1,584,090)</b>	

Stabilization Fund	<b>(\$400,000)</b>	<i>Dedicate towards Year 4 of Firefighters Under SAFER Grant</i>
	<hr style="width: 10%; margin: 0 auto;"/>	
	\$0	

R. Pontbriand stated that the Town should be proactively saving now for the “Year 4” cost impacts of the four new Firefighters under the SAFER Grant. Though the SAFER Grant covers the first three years, in year four the Town will be responsible for the full amount.

L. Gabree stated that now is the time to set aside the funds for “Year 4” of the cost impacts.

P. Diamond asked if L. Gabree had calculated the cost impacts.

L. Gabree advised that she has calculated out the cost impacts as well as looking beyond “Year 4” to Year’s 5, 6, and 7. For FY 2023 the recommendation is to put \$400,000 in the Stabilization Fund dedicated toward “Year 4”.

S. Houde asked about the replenishment of the UDAG Fund in the amount of \$65,000 for the Depot Square Project as recently voted by the Select Board.

L. Gabree stated that she recalled as a matter of policy the Town would not pay back from UDAG in instances where the UDAG Funds were specifically used for economic development or infrastructure purposes.

R. Pontbriand advised that though the Bi-Board has discussed this as a policy it has not been finalized nor is part of the current Financial Policies.

S. Houde stated that he would support replenishing the UDAG funds in the amount of \$65,000 for Depot Square and then finalize the new policy over the summer.

The Bi-Board agreed to recommend that the Town replenish the \$65,000 using Free Cash.

P. Diamond stated that this is a good plan.

R. Pontbriand stated that he and L. Gabree would update the recommended uses of Free Cash to include the \$65,000 UDAG replenishment. He also stated that if the Bi-Board had any other recommendations or suggestions on the use of Free Cash to let him know. The Bi-Board will review and discuss again at the March meeting.

**Discussion on Hiring an ARPA Funds Consultant:**

R. Pontbriand stated that as the Bi-Board has been discussing for some time, most municipalities in Massachusetts are obtaining professional ARPA Funding consultants due to the extensive requirements of the ARPA Funds outside the scope and capacity of municipal staff. Clifton Larson Allen, LLP (known by the acronym CLA) is one of the highly recommended firms that provides this service. It is my understanding currently, approximately eighteen municipalities in Middlesex County alone are using them (including Harvard, Littleton, and Shirley). The total cost (maximum exposure) for the agreement would be up to \$15,000 which can be charged to the Town’s ARPA Funds (which would be the recommendation in terms of funding for the consultant). Finally, CLA is on the Commonwealth of Massachusetts preferred consultant list which would address procurement.

R. Pontbriand further stated that the scope of the professional services would be to assist the Town in determination of allowable expenses under ARPA, including internal or external applications; assist the Town in developing internal controls and procedures for documenting use of funds; assist the Town with tracking and reporting of ARPA funds to the U.S. Treasury, including char of account set up; and other ARPA related finance support, as requested.

M. Smith asked if there are enough hours in the proposal to do this work?

R. Pontbriand stated that there are. In the event that additional hours would be needed, the agreement could be amended to reflect those additional hours and costs as needed.

S. Houde thanked R. Pontbriand for putting this proposal together and vetting it. This is the direction the Town should take, and this is worth it.

P. Diamond concurred with S. Houde.

**Motion:** A motion was made by P. Diamond and seconded by M. Smith to recommend that the Select Board vote to authorize the ARPA Funds Consultant for CLA not to exceed \$15,000. **Motion passed (7-0)** by Roll Call Vote: S. Houde, Y; P. Diamond, Y; M. Smith, Y; L. Gabree, Y; B. Tierney, Y; C. Antonellis, Y; R. Pontbriand, Y.

R. Pontbriand advised that he will be bringing this matter and recommendation to the Select Board for their consideration at either their March 1 or March 15 meeting.

#### **New Business:**

L. Gabree advised that the Town needs to start thinking about developing a plan for middle management for the Finance Department so that there is a succession plan in place for the Finance Department just as there is for the Public Safety Departments. Since I officially retired and having been involved with the search for my successor, we have seen first-hand that there is a real shortage of qualified municipal finance professionals. It is great that the Town was able to hire Fred Aponte and we are fortunate to have him. But we need to plan for the future of the Finance Department by having some mid-level positions to not only do the work but to plan for the future.

S. Houde asked how would you propose structuring this?

L. Gabree stated that is a good question and will need more thought and research. But we should start sooner rather than later.

R. Pontbriand agreed with L. Gabree and stated that this should be added to the New Business of the Bi-Board and as a future, ongoing discussion with the Select Board and Finance Committee.

#### **Scheduling of Next Meeting:**

The Bi-Board scheduled its next meeting for Tuesday, March 8, 2022, at 2pm on Zoom.

**Adjournment:**


**Motion:** A motion was made by C. Antonellis and seconded by P. Diamond to adjourn the meeting.

**Motion passed (7-0)** by Roll Call Vote: S. Houde, Y; P. Diamond; Y; M. Smith, Y; L. Gabree, Y; B. Tierney, Y; C. Antonellis, Y; R. Pontbriand, Y.

The meeting adjourned at 2:45pm.

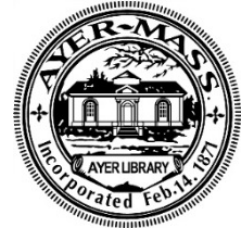
Minutes recorded and submitted by R. Pontbriand, Town Manager.

Minutes reviewed and approved by the Executive Bi-Board on March 8, 2022.

Signed:  3/8/2022  
Robert A. Pontbriand, Town Manager



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



*Broadcast and Recorded by APAC*

**Tuesday February 15, 2022**  
**Open Session Meeting Minutes**

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

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

**Call to Order:** S. Copeland called the meeting to order at 6:00 PM. Due to the ongoing COVID-19 Pandemic, in accordance with Chapter 20 of the Acts of 2021, suspending certain provisions of the Open Meeting Law (OML), public bodies otherwise governed by the OML are temporarily relieved from the requirement that meetings be held in public places, open and physically accessible to the public, so long as measures are taken to ensure public access to the bodies' deliberations "through adequate, alternative means." This meeting will be live on Zoom and Channel 8. S. Copeland stated that all votes will be taken by Roll Call.

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

**Approval of Meeting Agenda:**

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to approve the meeting agenda. **By Roll Call**

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

**Announcements:** None

**Public Input:** None

**Public Hearing – Application for Flammable and Combustible Liquids, Gases and Solids License (G.L. 148 sec. 13) – Lexvest Ayer, LLC, 1B Sculley Road (Assessor's Map 33 Parcel 26):** J. Livingston opened the Public Hearing at 6:05 PM by reading the Public Hearing Notice. The applicant is seeking a new Flammable and Combustible Liquids, Gases and Solids License for the storage of up to 2,000 gallons of propane pursuant to M.G.L. 148 sec. 13. Terry Atwood and Andrea Willette from Lexvest Ayer, LLC were in attendance. Fire Chief Tim Johnston stated that during recent upgrades it was discovered there were no permits on file, but the tanks have been on the property. The new owners are looking to properly permit the site. He stated that there are temporary tanks there now until the license is approved. Both the Fire Dept. and Plumbing Inspector are satisfied. Chief Johnston added that the company has been very helpful.

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to approve the license for flammable and combustible liquids, gases and solids for Lexvest Ayer, LLC. **By Roll Call Vote:** S. Copeland, aye; J. Livingston, aye; S. Houde, aye; **Motion passed 3-0.**

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to close the Public Hearing at 6:09 PM. **By Roll Call Vote:** S. Copeland, aye; J. Livingston, aye; S. Houde, aye; **Motion passed 3-0.**

**Public Hearing – Application for Transfer of Wine & Malt Beverages Package Store License and Change of Location from Ayer Beer & Wine Corp., 210D West Main Street to Global Montello Group Corp., d/b/a Alltown Fresh Ayer, 28 Harvard Rd.:** J. Livingston opened the Public Hearing at 6:10 PM by reading the Public Hearing Notice. Attorney Jon Aieta, McDermott, Quilty and Miller LLP was joined by the proposed Manager of Record for Alltown Fresh Ayer, Jonathan Cantillon. Attorney Aieta stated that Global Montello Group Corp. purchased the underutilized license from Ayer Beer and Wine Corp. He said that Global Montello currently has nine (9) licenses in Massachusetts, and they

have no violations at either a local licensing board or the ABCC. All staff will be trained and the store's point of sale system mandates that any customer buying an age restricted product produce a valid ID. He noted that because the store is open 24 hours, they will secure the alcohol from 11:00 AM – 7:00 AM because sales are not permitted at that time.

J. Livingston stated that when there was a beer and wine license available the SB heard Global's presentation and there was nothing detrimental and she has no issues. S. Houde asked how the alcohol will be separated during the hours when sales are prohibited. Attorney Aieta stated that items on the shelves will be covered, and the walk-in coolers will be locked.

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to approve the transfer and change of location for a section 15 beer/wine license from Ayer Beer and Wine Corp. to Global Montello Group Corp. 28 Harvard Road, Ayer. **By Roll Call Vote:** S. Copeland, aye; J. Livingston, aye; S. Houde, aye; **Motion passed 3-0.**

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to close the Public Hearing at 6:19 PM. **By Roll Call Vote:** S. Copeland, aye; J. Livingston, aye; S. Houde, aye; **Motion passed 3-0.**

**Presentation of the FY '23 Ayer Shirley Regional School District Budget - Dr. Adam Renda, Superintendent of Schools:** Dr. Renda was joined by Bill Plunkett, Business Manager; Charlie Caliri, Assistant Superintendent and Joyce Reischutz, Shirley Representative to the Ayer Shirley Regional School Committee.

Dr. Renda stated that there would be a public hearing on the budget on March 1, 2022. Dr. Renda reported that District Enrollment is up about 19 students from the previous year. The Choice Out enrollment has increased by 11 students and the Choice In enrollment is down 13, mostly because the Choice In option has been closed for all levels, except grades 9 and 10. There are 2 fewer students from Ayer attending the Charter School and 4 more students attending Nashoba Tech. Dr. Renda stated that the new field project and the recent accreditation of the high school will help attract more students. Dr. Renda stated that the Special Education Enrollment is 21.5% of the total enrollment or 352 students. He stated that the Special Education Out of District Costs in FY'23 is expected to range from \$38,000 to \$328,000 per placement, which is 8.9% of the total budget.

Mr. Plunkett presented the budget drivers for FY '23, he stated that health insurance, employee salaries, and transportation. He stated that overall revenue is up about \$189,000 compared to last year. He reported that the overall district operating assessment would increase by 3.4%, which is an increase of about \$670,000 dollars. The Towns of Ayer and Shirley both pay above the required local contribution. The Ayer assessment, without debt service would be, \$11,759,189, an increase of \$485,007 or 4.1%. The Ayer assessment, with debt service would be, \$12,670,130, an increase of \$463,216 or 3.7%.

S. Houde asked if the School District was setting aside funding for GASB 45 for Other Post-Employment Benefits. B. Plunkett stated yes, they have started making initial contributions and is planning to make a transfer from the Excess and Deficiency Fund when it is certified.

S. Houde stated that 2.5 years ago the SB had discussed with the Finance Committee, the School Committee submitting a letter of intent for either a new elementary school or upgrade to the existing Page Hilltop and asked what if there were any plans on the horizon to address it. B. Plunkett stated that it's a long process and the School District is looking to submit a letter of intent next year, which will be due in May of 2023.

J. Reischutz thanked S. Houde for his question. She said both Towns should organize a committee to discuss the upcoming project.

Finance Committee member L. Conrad asked if the information could be presented ahead of time. C. Antonellis stated yes, that it was on the website, but she'll make sure the committee gets it ahead of time. L. Conrad then asked Dr. Renda about the timing of the field project. Dr. Renda stated that right before he was hired, that the Town of Shirley voted yes on the project after the 3<sup>rd</sup> attempt, which was in April of 2021. Since then, a committee has been working with the general contractor and the project designer. Bids were opened for the project today and they are looking to

break ground in April. Ayer representative to the Ayer Shirley School Committee Michele Granger stated that once the project passed in Shirley, there has been a field subcommittee meeting to put the final bid together.

**Town Manager's Report:** *Administrative Update/Review of Town Warrant(s)* - R. Pontbriand provided the Select Board with an update on the various activities, initiatives, and projects of the Administration since the Select Board last met. He also provided a list of signed Town Warrants in the meeting packet. R. Pontbriand stated that the main focus has been the FY'23 budget and Town Meeting preparations.

*FY '23 Budget Update* – R. Pontbriand stated that all budget documents are available on the Town's website. At the March 1, 2022, under the Town Manager's Report, DRAFT #2 of the FY '23 budget will be released. The 2<sup>nd</sup> Public Budget Forum will be held on Wednesday March 16, 2022, at 6:00 PM.

*FY '23 COLA Recommendation* – Benefits and Payroll Manager Kevin Johnston joined the SB and referenced his memo in the meeting packet regarding the FY '23 Cost of Living Adjustment Recommendation. R. Pontbriand is recommending that the Board consider a 2% COLA on July 1, 2022 for all non-union personnel, call firefighters and compensated elected officials. The estimated budgetary impact is \$50,000. K. Johnston reviewed the provided data including the Consumer Price Index at 6.3%, the Boston CPI at 2.1%, responses from a survey of neighboring communities, in addition to a statewide survey, Social Security Benefits increasing by 5.9% and Ayer's Collective Bargaining Agreements increasing by 2%.

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to approve a FY 2023 2% COLA as recommended for non-union personnel, call firefighters and compensated elected officials. **By Roll Call Vote:** S. Copeland, aye; J. Livingston, aye; S. Houde, aye; **Motion passed 3-0.**

**New Business/Selectmen's Questions:** S. Copeland stated that since the COVID-19 seem to be decreasing, he would like to discuss returning to in-person meetings at the March 1, 2022 meeting.

**Approval of Meeting Minutes:** J. Livingston stated that she noticed a typo on page 1, where intimidating needed to be changed to intimidating on the January 18, 2022 minutes.

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to approve the January 18, 2022 meeting minutes, as amended. **By Roll Call Vote:** S. Copeland, abstain; J. Livingston, aye; S. Houde, aye; **Motion passed 2-0-1.**

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to approve January 26, 2022 meeting minutes. **By Roll Call Vote:** S. Copeland, aye; J. Livingston, aye; S. Houde, aye; **Motion passed 3-0.**

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to approve the February 1, 2022 meeting minutes. **By Roll Call Vote:** S. Copeland, aye; J. Livingston, aye; S. Houde, aye; **Motion passed 3-0.**

**Executive Session:** At 7:08 PM, a motion was made by J. Livingston and seconded by S. Houde to enter into Executive Session, pursuant to MGL c.30A, sec. 21A Exemption #2 (Non-Union Personnel) Building Commissioner and Facilities Director Contract Negotiations and Exemption #3 (Collective Bargaining) Police Superiors contract and to adjourn from Executive Session. J. Livingston further stated that the discuss these items in Open Session would be detrimental to the Town's negotiating strategy. **By Roll Call Vote:** S. Copeland, aye; J. Livingston, aye; S. Houde, aye. **Motion passed 3-0.**

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

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

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