

RECEIVED

MAR 12 2021

TOWN OF AYER

TOWN CLERK

9:15 am

Town of Ayer Select Board

Ayer Town Hall – 1st Floor Meeting Room
1 Main Street, Ayer, MA 01432



Tuesday March 16, 2021 – 6:00 PM

Open Session Remote Participation Meeting Agenda

Due to the ongoing COVID-19 Pandemic, Governor Baker issued an Emergency Order Temporarily Suspending Certain Provisions of the Open Meeting Law. Public bodies otherwise governed by the OML are temporarily relieved from the requirement that meetings be held in public places, open and physically accessible to the public, so long as measures are taken to ensure public access to the bodies' deliberations "through adequate, alternative means." This meeting will be broadcast live on Channel 8, and on Zoom. The public may participate remotely by following the call-in information on the bottom of the live broadcast screen. For the Zoom meeting information relating to remote participation, please contact Carly Antonellis, Assistant Town Manager at atm@ayer.ma.us or 978-772-8220 x100 prior to the meeting.

6:00 PM

Call to Order

Pledge of Allegiance; Review and Approve Agenda; Announcements

Public Input

Individuals with public input and/or questions for the Select Board should call-in at this portion of the meeting and state their name and address when asked by the Chair. Any public input and/or questions may be sent to the Assistant Town Manager, Carly Antonellis at 978-772-8220 or at atm@ayer.ma.us

6:05 PM*

Public Hearing – Pole Petition – National Grid and Verizon – Copeland Dr. No. 30324776

6:10 PM

Alicia Hersey, Program Manager, Community Development Office

1. Lien Subordination Request CASE #11-369

6:15 PM

Public Hearing – FY '22 Water, Sewer and Solid Waste Rates

6:45 PM

Consideration of Catania Spagna TIF Proposal, 1 Nemco Way

7:00 PM

Dan Van Schalkwyk, Town Engineer

1. Execution of Contract for FY '21 Sanitary Sewer Rehabilitation Project
2. Execution of Contract for Wright Road Water Main Replacement
3. Street Acceptance Petition Trevor Trail, Vote of Intent to Layout

7:10 PM

Town Manager's Report

1. Administrative Update/Review of Town Warrant(s)
2. COVID-19 Update/Reopening Plan Discussion
3. FY '22 Budget & Annual Town Meeting Update/Review of DRAFT Warrant
4. Reserve Fund Transfer Request – General Insurance
5. Discussion of Town Moderator Vacancy
6. Discharge of Statement of Claim – 128 Washington Street

7:25 PM

New Business/Selectmen's Questions

7:30 PM

Approval of Meeting Minutes

January 27, 2021; February 18, 2021, March 2, 2021; March 8, 2021

7:35 PM

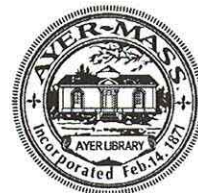
Executive Session Pursuant to MGL c. 30A, sec. 21A

1. #2 Non-Union Contract Negotiations - Treasurer/Tax Collector and DPW Supt.
2. #3 Union Contract Negotiations – Police Patrol and Dispatch Contract Update

Adjournment

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

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



The Ayer Select Board will be conducting a remote participation Public Hearing on Tuesday March 16, 2021 at 6:05 PM regarding a petition by National Grid and Verizon New England, Inc. to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and cross the following public way:

Copeland Dr – National Grid to relocate 1 JO Pole on Copeland Drive beginning at a point approximately 150 feet north of the centerline of the intersection of Littleton Road and Copeland Drive and continuing approximately 25 feet in a south direction. Relocating P1 to double circuit feeder for customer upgrade.

Name of Applicant: National Grid and Verizon New England

Date of Public Hearing: Tuesday March 16, 2021

Time of Public Hearing: 6:05 PM

Location of Public Hearing: Remote Participation

Copies of the application and Zoom Call-In Information are available by emailing the Select Board's Office at atm@ayer.ma.us or by calling 978-772-8220 x100.

RECEIVED
MAR 01 2021

TOWN OF AYER
TOWN CLERK

3:45pm (89)

Questions contact – Autumn Kubiak 508-860-6446

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To the Board of Selectmen
Of Ayer, Massachusetts

Massachusetts Electric Company d/b/a National Grid and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Copeland Dr - National Grid to relocate 1 JO Pole on Copeland Dr beginning at a point approximately 150 feet north of the centerline of the intersection of Littleton Rd and Copeland Dr and continuing approximately 25 feet in a south direction. Relocating P1 to double circuit feeder for customer upgrade.

Location approximately as shown on plan attached

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Copeland Dr - Ayer - Massachusetts.

No. 30324776 February 1, 2021

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a National Grid
BY Pat Cody
Engineering Department

VERIZON NEW ENGLAND, INC.
BY _____
Manager / Right of Way

Ayer

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen - Ayer, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a National Grid and
VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and
permission to erect and maintain poles and wires to be placed thereon, together with such
sustaining and protecting fixtures as said Companies may deem necessary, in the public way or
ways hereinafter referred to, as requested in petition of said Companies dated the 1st day of
February, 2021.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the
points indicated upon the plan marked – Copeland Dr - Ayer - Massachusetts..

No. 30324776 Dated February 1, 2021. Filed with this order

There may be attached to said poles by Massachusetts Electric Company d/b/a National Grid and
Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of
said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to
may be erected, and the number of poles which may be erected thereon under this order:

Copeland Dr - National Grid to relocate 1 JO Pole on Copeland Dr beginning at a point
approximately 150 feet north of the centerline of the intersection of Littleton Rd and Copeland Dr
and continuing approximately 25 feet in a south direction. Relocating P1 to double circuit feeder
for customer upgrade.

Also for permission to lay and maintain underground laterals, cables, and wires in the above or
intersecting public ways for the purpose of making connections with such poles and buildings as
each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the
of the City/Town of _____, Massachusetts held on the _____ day of _____ 20 ____.

Massachusetts

City/Town Clerk.

20 ____.

Received and entered in the records of location orders of the City/Town of
Book _____ Page _____

Attest:

City/Town Clerk

I hereby certify that on _____, 20____, at _____ o'clock, M
at _____ a public hearing was held on the petition of
Massachusetts Electric Company d/b/a National Grid and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and
that we mailed at least seven days before said hearing a written notice of the time and place of said
hearing to each of the owners of real estate (as determined by the last preceding assessment for
taxation) along the ways or parts of ways upon which the Company is permitted to erect
poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

.....
.....
.....
.....

Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of
hearing with notice adopted by the _____ of the City of _____
Massachusetts, on the _____ day of _____, 20____, and recorded with the
records of location orders of the said City, Book _____, Page _____. This certified copy
is made under the provisions of Chapter 166 of General Laws and any additions thereto or
amendments thereof.

Attest:

City/Town Clerk



nationalgrid

Carly Antonellis

To: Bridgette Braley
Subject: RE: Copeland Drive Pole Petition Review Form Due Today!

From: Bridgette Braley <bbraley@nashoba.org>
Sent: Thursday, March 11, 2021 2:21 PM
To: Carly Antonellis <cantonellis@ayer.ma.us>
Subject: RE: Copeland Drive Pole Petition Review Form Due Today!

Hi Carly,

There are no BOH issues with this pole replacement.

Let me know if you have any questions.

Bridgette Braley R.S.
Nashoba Associated Boards of Health
Health Agent
Senior Food Inspector

978-772-3335 ex 303

From: Carly Antonellis <cantonellis@ayer.ma.us>
Sent: Thursday, March 11, 2021 2:11 PM
To: Bridgette Braley <bbraley@nashoba.org>; Charlie Shultz <cshultz@ayer.ma.us>; Heather Hampson <hhampson@ayer.ma.us>; Mark Archambault <marchambault@ayer.ma.us>
Subject: Copeland Drive Pole Petition Review Form Due Today!

Carly

Carly M. Antonellis
Assistant Town Manager
Town of Ayer
1 Main Street
Ayer, MA 01432
978-772-8220 x100

 Please consider the environment before printing this email.

External Email: This email originated from outside of the organization.

Town of Ayer
Select Board's Office
Transmittal Form - Department Head Review



☒ Board of Health
☒ Department of Public Works
☐ Police Department
☐ Fire Department
☐ Building Inspector/Zoning Enforcement Officer
☐ Conservation Committee
☐ Treasurer/Tax Collector
☐ Town Clerk
☐ Assessor's Office
☐ Town Planner
☐ Economic & Community De

Review Deadline Date March 11, 2021

Public Hearing Date March 16, 2021

Permit Sought Pole Petition
Description petition by National Grid including the necessary way: Copeland Dr - N approximately 150 feet Drive and continuing as a feeder for customer up
Submitted by National Grid and Verizon

Address

3-9-21

forwarded
DPW comment
to WG.

poles, wires, and fixtures, and cross the following public Drive beginning at a point of Littleton Road and Copeland Relocating P1 to double circuit

5-1392

This plan is submitted for your review, comments, and recommendations. Please return to the Select Board's Office by the Review Deadline Date so that the SB can consider your recommendation.

Comments:

Any chance you can relocate P10 in the island at the intersection. Pole is a traffic hazard.

Signed Mark Weber

Title Mark Weber DPW Sup

Date 03/08/21

Town of Ayer
Select Board's Office
Transmittal Form – Department Head Review



_____ Board of Health
_____ Department of Public Works
7 _____ Police Department
_____ Fire Department
_____ Building Inspector/Zoning Enforcement Officer
_____ Conservation Committee
_____ Treasurer/Tax Collector
_____ Town Clerk
_____ Assessor's Office
_____ Town Planner
_____ Economic & Community Development Office

Review Deadline Date March 11, 2021
Public Hearing Date March 16, 2021

Permit Sought Pole Petition
Description petition by National Grid and Verizon New England, Inc. to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and cross the following public way: Copeland Dr – National Grid to relocate 1 JO Pole on Copeland Drive beginning at a point approximately 150 feet north of the centerline of the intersection of Littleton Road and Copeland Drive and continuing approximately 25 feet in a south direction. Relocating P1 to double circuit feeder for customer upgrade.
Submitted by _____

National Grid and Verizon Vinny at NG 978-725-1392
Address _____ Telephone _____

This plan is submitted for your review, comments, and recommendations. Please return to the Select Board's Office by the Review Deadline Date so that the SB can consider your recommendation.

Comments: None

Signed [Signature]

Date 3/3/2021

Title Chief of Police

Town of Ayer
Select Board's Office
Transmittal Form – Department Head Review



☐ Board of Health
☐ Department of Public Works
☐ Police Department
☒ Fire Department
☐ Building Inspector/Zoning Enforcement Officer
☐ Conservation Committee
☐ Treasurer/Tax Collector
☐ Town Clerk
☐ Assessor's Office
☐ Town Planner
☐ Economic & Community Development Office

Review Deadline Date March 11, 2021

Public Hearing Date March 16, 2021

Permit Sought Pole Petition

Description petition by National Grid and Verizon New England, Inc. to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and cross the following public way: Copeland Dr – National Grid to relocate 1 JO Pole on Copeland Drive beginning at a point approximately 150 feet north of the centerline of the intersection of Littleton Road and Copeland Drive and continuing approximately 25 feet in a south direction. Relocating P1 to double circuit feeder for customer upgrade.

Submitted by National Grid and Verizon Address _____ Telephone Vinny at NG 978-725-1392

This plan is submitted for your review, comments, and recommendations. Please return to the Select Board's Office by the Review Deadline Date so that the SB can consider your recommendation.

Comments: No Issues.

Signed [Signature]
Date 3/3/21

Title Fire Chief

Town of Ayer
Select Board's Office
Transmittal Form – Department Head Review



_____ Board of Health
_____ Department of Public Works
_____ Police Department
_____ Fire Department
☒ Building Inspector/Zoning Enforcement Officer
_____ Conservation Committee
_____ Treasurer/Tax Collector
_____ Town Clerk
_____ Assessor's Office
_____ Town Planner
_____ Economic & Community Development Office

Review Deadline Date March 11, 2021
Public Hearing Date March 16, 2021

Permit Sought Pole Petition
Description petition by National Grid and Verizon New England, Inc. to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and cross the following public way: Copeland Dr – National Grid to relocate 1 JO Pole on Copeland Drive beginning at a point approximately 150 feet north of the centerline of the intersection of Littleton Road and Copeland Drive and continuing approximately 25 feet in a south direction. Relocating P1 to double circuit feeder for customer upgrade.
Submitted by _____

National Grid and Verizon Vinny at NG 978-725-1392
Address _____ Telephone _____

This plan is submitted for your review, comments, and recommendations. Please return to the Select Board's Office by the Review Deadline Date so that the SB can consider your recommendation.

Comments: NO Issues

Signed AKH

Title Building/zoning

Date 3/12/21

Town of Ayer
Select Board's Office
Transmittal Form - Department Head Review



☐ Board of Health
☐ Department of Public Works
☐ Police Department
☐ Fire Department
☐ Building Inspector/Zoning Enforcement Officer
☒ Conservation Committee
☐ Treasurer/Tax Collector
☐ Town Clerk
☐ Assessor's Office
☐ Town Planner
☐ Economic & Community Development Office

Review Deadline Date March 11, 2021

Public Hearing Date March 16, 2021

Permit Sought Pole Petition

petition by National Grid
including the necessary

Description way: Copeland Dr - Nat
approximately 150 feet
Drive and continuing app

Submitted by feeder for customer upg

National Grid and Verizon
Address _____

This plan is submitted for your review
Board's Office by the Review Deadline _____

3-2-21

sent Con Com
comments to

NG

es, wires, and fixtures,
cross the following public
Drive beginning at a point
Littleton Road and Copeland
locating P1 to double circuit

392

return to the Select
mendation.

Comments:

conservation would like to see a plan of this
relocation to assess proximity to wetland
resources in the area.

Signed Jo-Anne

Title cons. administrator

Date 3/2/21

Town of Ayer
Select Board's Office
Transmittal Form – Department Head Review



_____ Board of Health
_____ Department of Public Works
_____ Police Department
_____ Fire Department
_____ Building Inspector/Zoning Enforcement Officer
_____ Conservation Committee
☒ Treasurer/Tax Collector
_____ Town Clerk
_____ Assessor's Office
_____ Town Planner
_____ Economic & Community Development Office

Review Deadline Date March 11, 2021

Public Hearing Date March 16, 2021

Permit Sought Pole Petition

Description petition by National Grid and Verizon New England, Inc. to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and cross the following public way: Copeland Dr – National Grid to relocate 1 JO Pole on Copeland Drive beginning at a point approximately 150 feet north of the centerline of the intersection of Littleton Road and Copeland Drive and continuing approximately 25 feet in a south direction. Relocating P1 to double circuit
Submitted by feeder for customer upgrade.

National Grid and Verizon Vinny at NG 978-725-1392
Address _____ Telephone _____

This plan is submitted for your review, comments, and recommendations. Please return to the Select Board's Office by the Review Deadline Date so that the SB can consider your recommendation.

Comments:

Signed

Barbara Loring

Title

Treas/Tax Collector

Date

3/2/21

Town of Ayer
Select Board's Office
Transmittal Form – Department Head Review



_____ Board of Health
_____ Department of Public Works
_____ Police Department
_____ Fire Department
_____ Building Inspector/Zoning Enforcement Officer
_____ Conservation Committee
_____ Treasurer/Tax Collector
☒ Town Clerk
_____ Assessor's Office
_____ Town Planner
_____ Economic & Community Development Office

Review Deadline Date March 11, 2021

Public Hearing Date March 16, 2021

Permit Sought Pole Petition

Description petition by National Grid and Verizon New England, Inc. to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and cross the following public way: Copeland Dr – National Grid to relocate 1 JO Pole on Copeland Drive beginning at a point approximately 150 feet north of the centerline of the intersection of Littleton Road and Copeland Drive and continuing approximately 25 feet in a south direction. Relocating P1 to double circuit feeder for customer upgrade.

Submitted by National Grid and Verizon Address _____ Telephone Vinny at NG 978-725-1392

This plan is submitted for your review, comments, and recommendations. Please return to the Select Board's Office by the Review Deadline Date so that the SB can consider your recommendation.

Comments: No Issues with Clerks office

Signed _____

Title _____

Date 3/4/2021

Town of Ayer
Select Board's Office
Transmittal Form – Department Head Review



☐ Board of Health
☐ Department of Public Works
☐ Police Department
☐ Fire Department
☐ Building Inspector/Zoning Enforcement Officer
☐ Conservation Committee
☐ Treasurer/Tax Collector
☐ Town Clerk
☒ Assessor's Office
☐ Town Planner
☐ Economic & Community Development Office

Review Deadline Date March 11, 2021

Public Hearing Date March 16, 2021

Permit Sought Pole Petition

Description petition by National Grid and Verizon New England, Inc. to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and cross the following public way: Copeland Dr – National Grid to relocate 1 JO Pole on Copeland Drive beginning at a point approximately 150 feet north of the centerline of the intersection of Littleton Road and Copeland Drive and continuing approximately 25 feet in a south direction. Relocating P1 to double circuit feeder for customer upgrade.

Submitted by _____

Address National Grid and Verizon Telephone Vinny at NG 978-725-1392

This plan is submitted for your review, comments, and recommendations. Please return to the Select Board's Office by the Review Deadline Date so that the SB can consider your recommendation.

Comments:

Signed Thomas Heger

Date 3/2/21

Title Assessing Administrator

Town of Ayer
Select Board's Office
Transmittal Form – Department Head Review



_____ Board of Health
_____ Department of Public Works
_____ Police Department
_____ Fire Department
_____ Building Inspector/Zoning Enforcement Officer
_____ Conservation Committee
_____ Treasurer/Tax Collector
_____ Town Clerk
_____ Assessor's Office
☒ Town Planner
_____ Economic & Community Development Office

Review Deadline Date March 11, 2021

Public Hearing Date March 16, 2021

Permit Sought Pole Petition

Description petition by National Grid and Verizon New England, Inc. to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and cross the following public way: Copeland Dr – National Grid to relocate 1 JO Pole on Copeland Drive beginning at a point approximately 150 feet north of the centerline of the intersection of Littleton Road and Copeland Drive and continuing approximately 25 feet in a south direction. Relocating P1 to double circuit feeder for customer upgrade.

Submitted by National Grid and Verizon Address _____ Telephone Vinny at NG 978-725-1392

This plan is submitted for your review, comments, and recommendations. Please return to the Select Board's Office by the Review Deadline Date so that the SB can consider your recommendation.

Comments: This pole petition is acceptable to me.

Signed [Signature]

Title Town Planner

Date 3-11-2021

Town of Ayer
Select Board's Office
Transmittal Form – Department Head Review



_____ Board of Health
_____ Department of Public Works
_____ Police Department
_____ Fire Department
_____ Building Inspector/Zoning Enforcement Officer
_____ Conservation Committee
_____ Treasurer/Tax Collector
_____ Town Clerk
_____ Assessor's Office
_____ Town Planner
 D _____ Economic & Community Development Office

Review Deadline Date March 11, 2021

Public Hearing Date March 16, 2021

Permit Sought Pole Petition

Description petition by National Grid and Verizon New England, Inc. to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and cross the following public way: Copeland Dr – National Grid to relocate 1 JO Pole on Copeland Drive beginning at a point approximately 150 feet north of the centerline of the intersection of Littleton Road and Copeland Drive and continuing approximately 25 feet in a south direction. Relocating P1 to double circuit feeder for customer upgrade.

Submitted by _____

Address National Grid and Verizon Telephone Vinny at NG 978-725-1392

This plan is submitted for your review, comments, and recommendations. Please return to the Select Board's Office by the Review Deadline Date so that the SB can consider your recommendation.

Comments: Recommend Approval.

Signed [Signature]

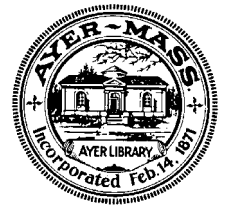
Title Dir. AOCED

Date 3/8/21

Town of Ayer

Community & Economic Development Department

Upper Town Hall ♦ One Main Street ♦ Ayer, MA 01432 ♦ 978-772-8220 ♦ Ext. 141 & 142



MEMORANDUM

TO: Select Board

FR: Alicia Hersey, Community Development Office

RE: Lien Subordination Request **CASE# 11-369**

DT: March 1, 2021

The property owner for Ayer Housing Rehab case # 11-369 has requested the Town subordinate its mortgage on the property in favor of a new first mortgage.

| | |
|---|----------------|
| Assessed Value of Property (FY20) | \$334,100 |
| Appraised Value of Property (FHA Streamlined, last appraisal 4/2015) | \$420,000 |
| First Mortgage (to be paid off) | \$344,154 |
| Balance of Ayer Program Assistance (liens) | \$45,873 |
| RCAP Solutions (State Loan 3 rd position) | \$30,000 |
| Proposed New Mortgage Amount | \$350,176 |
| Proposed Total Loan Amount | \$426,049 |
| Maturity Date of Program Lien | August 3, 2027 |

The borrower is seeking to obtain a new first mortgage at a lower rate and to pay-off her existing first mortgage. This which will lower her monthly payment by approximately \$500.

Based upon the subordination policy approved by the Town and State Dept. of Housing and Community Development, “a recommendation to approve with conditions, or to deny, will be made to the Select Board” where outstanding liens are more than 80% of the fair market value of the property. In the current case, the outstanding liens (first mortgage and CDBG lien/ second in line) will be equal to 94.30% of the appraised value of the property.

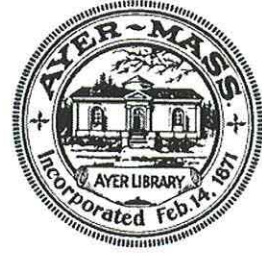
It is the Select Board’s decision whether to approve or deny the subordination of the Town’s lien for a first mortgage not to exceed the amount of \$350,176. The owner is refinancing to lower her interest rate and monthly payment, the Town’s position will not change significantly.

RECEIVED
FEB 24 2021

TOWN OF AYER
TOWN CLERK

3:57pm
①

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

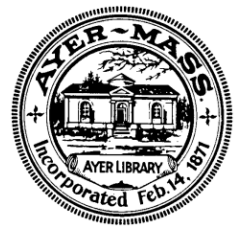


FY 2022 Water, Sewer, and Solid Waste Rate Public Hearing Notice

The Ayer Select Board will be conducting a remote Public Hearing on Tuesday March 16, 2021 at 6:15 PM. The Select Board, in their legal capacity as the Town's Water and Sewer Commissioners and Rate Authority for the Solid Waste Enterprise Fund (Transfer Station), will hear the report and recommendation(s) of the Town's Water and Sewer Rate Review Committee; take public comment(s); and consider approval and adoption of the FY' 2022 Water, Sewer and Solid Waste Rates.

For Zoom/Call-In information, please contact Assistant Town Manager, Carly Antonellis at 978-772-8220 x100 or atm@ayer.ma.us.

**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 12, 2021

TO: Ayer Select Board

FROM: Robert A. Pontbriand
Town Manager

SUBJECT: Consideration of Catania Spagna TIF Proposal, 1 Nemco Way

Dear Honorable Select Board,

At the Select Board Meeting on March 16, 2021 I will be presenting the TIF (Tax Incremental Financing) Agreement as negotiated between the Town of Ayer and Catania Spagna for your consideration of approval and placement on the Annual Town Meeting Warrant for April 26, 2021. As the Select Board will recall, Catania Spagna approached the Town on February 11, 2021 seeking consideration of a TIF with respect to their proposed project consisting of a 51,500 square foot, on-site manufacturing expansion. The project investment is estimated at \$14.4 million, including \$6.3 million in construction costs, \$2.6 million for infrastructure costs and \$5.5 million for personal property. The Company plans to retain 160 full-time jobs and create 30 new, permanent fulltime jobs over a 5-year period.

On February 18, 2021, the Company made a presentation to the Select Board regarding their expansion project and their intent to request a TIF from the Town. At that time, the Select Board authorized the Town Manager, Assistant Town Manager, Assessing Administrator, and Director of Community and Economic Development to negotiate a proposed TIF Agreement subject to approval by the Select Board and Town Meeting.

On March 10, 2021, the Company and the Town reached an agreement for a TIF for your consideration with the following terms:

- 10-year TIF term
- 58% exemption of tax payments on the new expansion portion of the project only. (see the attached 10 -year Ayer Tax TIF Proposal Assumptions).
- The TIF Agreement is subject to Select Board approval.
- A public informational outreach forum on the Company's expansion project and the TIF to be conducted by the Company.
- A presentation at Town Meeting (April 26, 2021).
- The TIF Agreement is subject to approval by Town Meeting.

The actual language of the TIF Agreement is under review by both Town Counsel and the Company's Counsel and will be transmitted to the Select Board on Monday, March 15, 2021 in advance of the meeting. At the Select Board Meeting on March 16, 2021 in addition to the Town's negotiating team, the Company's negotiating team will be present to answer any questions that the Select Board may have.

If you have any questions prior to the meeting, please do not hesitate to contact me directly.

Thank you.

Attachment: 10-year Ayer Tax Increment Financing (TIF) Proposal Assumptions

Cc: Carly Antonellis, Assistant Town Manager
Tom Hogan, Assessing Administrator
Alan Manoian, Director of Community and Economic Development
Lisa Gabree, Finance Manager

10 year Ayer Tax Increment Financing (TIF) Proposal Assumptions

| | |
|--|------------|
| Current Square Footage = | 96,036 |
| New Square Footage = | 51,500 |
| Base Assessed Value = \$ | 7,001,600 |
| Incremental Assessed Value = \$ | 4,672,300 |
| New Market Assessed Value = \$ | 11,673,900 |
| Estimated Annual Base Tax Payment = \$ | 204,237 |
| FY21 Tax Rate per \$1000 = \$ | 29.17 |
| Initial Incremental Annual Tax = \$ | 136,291 |

1 Nemco Way, Ayer, MA (Manufacturing facility)

| Year | Estimated Current Property Tax (Base Only) | Estimated Incremental Assessed Value | Estimated New Incremental Annual Property Tax | % Exempt | Estimated TIF Savings to Company | Estimated Incremental Tax Payment w/TIF to Town | Estimated Total Taxes to Town (Base + New) | 3 Nemco Way Estimated Annual Taxes to Town |
|---------------------------|--|--|---|------------|---|--|--|---|
| 1 | 204,237 | 4,672,300 | 136,291 | 95% | 129,476 | 6,815 | 211,052 | 157,950 |
| 2 | 204,237 | 4,672,300 | 136,291 | 85% | 115,847 | 20,444 | 224,681 | 157,950 |
| 3 | 204,237 | 4,672,300 | 136,291 | 80% | 109,033 | 27,258 | 231,495 | 157,950 |
| 4 | 204,237 | 4,672,300 | 136,291 | 75% | 102,218 | 34,073 | 238,310 | 157,950 |
| 5 | 204,237 | 4,672,300 | 136,291 | 60% | 81,775 | 54,516 | 258,753 | 157,950 |
| 6 | 204,237 | 4,672,300 | 136,291 | 55% | 74,960 | 61,331 | 265,568 | 157,950 |
| 7 | 204,237 | 4,672,300 | 136,291 | 45% | 61,331 | 74,960 | 279,197 | 157,950 |
| 8 | 204,237 | 4,672,300 | 136,291 | 35% | 47,702 | 88,589 | 292,826 | 157,950 |
| 9 | 204,237 | 4,672,300 | 136,291 | 25% | 34,073 | 102,218 | 306,455 | 157,950 |
| 10 | 204,237 | 4,672,300 | 136,291 | 20% | 27,258 | 109,033 | 313,270 | 157,950 |
| Est. Real Property | 2,042,370 | | 1,362,910 | 58% | 783,673 | 579,237 | 2,621,607 | 1,579,500 |
| Est. Excise Tax | 12,300 X 10 | | | | | | 123,000 | |
| TOTALS | | | | | 783,673 | 579,237 | 2,744,607 | 2,744,607 |
| | | | | | Total Tax Savings to Company | New Real Estate Tax to Town | Total Revenue to Town | Total Combined Revenues to Town |
| | | | | | | | | 4,324,107 |

Projected assessed values shown are estimated, actual assessed values to be determined by local Assessor
 Assumptions based on no annual inflation factor increase in assessed property values or tax rate
 Actual property values or tax rate may change



MEMORANDUM

Date: March 11, 2021
To: Ayer Select Board
From: Dan Van Schalkwyk, Town Engineer
Subject: **Agenda Items for March 16, 2021 Select Board Meeting**

1. **Execution of Contract for FY21 Sanitary Sewer Rehabilitation Project** – General bids for the FY21 Sanitary Sewer Rehabilitation Project were received at the DPW on February 24, 2021. We received six (6) bids ranging from \$348,040.00 to \$558,888.00. The low bidder is Insituform Technologies, LLC. We worked with Insituform on the previous phase of infiltration/inflow (I/I) rehabilitation.

This project is funded through Infiltration/Inflow Repairs voted at 2020 Annual Town Meeting.

We recommend executing the contract with Insituform Technologies, LLC for \$348,040.00 for signature by the Chair.

2. **Execution of Contract for Wright Road Water Main Replacement** – General bids for the Wright Road Water Main Replacement Project were received at the DPW on March 4, 2021. We received 13 bids ranging from \$198,770.00 to \$334,627.35. The apparent low bidder was CHB Excavating Inc. from Westford, MA. However, upon review of the bids, CHB Excavating used the wrong bid form which altered the price of his bid, therefore, in accordance with public bidding laws, the bid was rejected. Cedrone Trucking, Inc. was the next lowest bidder, at a price of \$223,301.50, and met all criteria upon review of the bid.

This project is funded through Water Main Replacements budget.

We recommend executing the contract with Cedrone Trucking, Inc. for \$223,301.50 for signature by the Board.

3. **Street Acceptance Petition Trevor Trail, Vote of Intent to Layout** – See attached memo and “Intention to Layout” document for approval by the Board. The proposed schedule for Acceptance is as follows:

- Tues March 16th – BOS vote intention to layout street
- Tues March 23rd – Planning Board makes recommendation to BOS
- On/by Tues March 30th (i.e. 7 days prior to April 6th BOS meeting) - Notices sent to landowners on the street
- Tues April 6th – BOS vote to layout street

- On/by Friday April 16th (i.e. 7 days prior to April 26th Town Meeting) - Town Clerk records BOS vote
- Monday April 26th – Fall Town Meeting votes to accept the street
- Within 120 days after TM vote – SB acquires the land

TOWN OF AYER, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS

FY21 SANITARY SEWER SYSTEM REHABILITATION

AGREEMENT

THIS AGREEMENT is by and between the Town of Ayer acting through its Department of Public Works (hereinafter called Owner) and **Insituform Technologies, LLC**

(hereinafter called Contractor).

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

ARTICLE 1 – WORK

- 1.01 Contractor shall at its own cost and expense furnish all labor, services, tools, materials, equipment, and incidentals necessary to complete all Work as specified or indicated in the Contract Documents to construct the FY21 Sanitary Sewer System Rehabilitation. The Work is generally described in Section 01 11 13 of the General Requirements.

ARTICLE 2 – PROJECT

- 2.01 Work to be performed under this Contract includes, but is not limited to, providing all materials, equipment, labor and supervision for pipeline cleaning, pipeline closed circuit television (TV) inspection, sewer pipeline rehabilitation, manhole rehabilitation, and associated work, complete with all other appurtenances and related work required to complete the project. Sewer pipeline rehabilitation includes in-situ (trenchless) repairs, which includes cured-in-place pipe lining (CIPPL) and testing and sealing service connections.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Arcadis U.S., Inc., 500 Edgewater Drive, Suite 511, Wakefield, MA 01880, (hereinafter called Engineer), which 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 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 60 consecutive calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions or upon the date of the Notice to Proceed.

4.03 Liquidated Damages

- A. Owner and Contractor recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss, apart from the costs described in Paragraph 4.04.A, if the Work is not substantially completed within the time specified in Paragraph 4.02.A for Substantial Completion, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Contractor 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 substantially 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 \$1,000.00 for each day that expires after the time specified in Paragraph 4.02.A above for Substantial Completion (adjusted for changes thereof, if any, made in accordance with Article 12 of the General Conditions) until the Work is substantially complete.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall pay Owner the actual costs reasonably incurred by Owner for engineering and inspection forces employed by Owner relative to the Work for each day that expires after the period specified in Paragraph 4.02.A for Substantial Completion (adjusted for changes thereof, if any, made in accordance with Article 12 of the General Conditions) until the Work is substantially complete.
- B. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or proper extension thereof, if any, granted by Owner, Contractor shall pay Owner the actual costs reasonably incurred by Owner for engineering and inspection forces employed by Owner relative to the Work for each day that expires after the time specified in Paragraph 4.02.A for Work to be completed and ready for final payment (adjusted for extensions thereof, if any, made in accordance with Article 12 of the General Conditions) until the Work is completed and ready for final payment.

- 4.05 Owner may deduct liquidated damages and special damages as determined by the provisions of this Article 4 from progress payments due Contractor under this Agreement.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor, in current funds, for completion of the Work in accordance with the Contract Documents the prices stated in Contractor's Bid, which Bid is attached hereto and identified as Exhibit 1 of this Agreement. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer. Contractor's Applications for Payment will be due on the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for 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. A progress payment will not be made whenever the value of the Work completed since the last previous progress payment is less than \$5,000.
- B. Prior to Substantial Completion
1. Progress payments will be made in the amount of 95 percent of the Work completed, (with the balance being retainage), less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Paragraph 14.02 of the General Conditions; and
 2. 90 percent of the cost of materials and equipment not incorporated in the Work but suitably stored (with the balance being retainage).

- C. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 97 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 — INTEREST

- 7.01 All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 As part of the inducement for 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 the 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 relating to existing surface or subsurface structures at the Site (except Underground Facilities); if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data", and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data".
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract

Documents; and the Site-related reports and drawings identified in the Contract 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 Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents, and;
 3. Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that 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 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.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 The Contract Documents consist of the following:

- A. This Agreement
- B. Performance Bond, Section 00 61 13.13.
- C. Payment Bond, Section 00 61 13.16.
- D. Other bonds:
- E. General Conditions, Section 00 72 13.
- F. Supplementary Conditions, Section 00 73 01.
- G. Specifications, as listed in the table of contents of the Project Manual.
- H. The Drawings comprising a set entitled "FY21 Sanitary Sewer System Rehabilitation", dated October 2020, and including the following:

1. Title Sheet
 2. Sheets numbered 1 through 9, inclusive
 - I. Addenda consisting of Numbers ____ to ____, inclusive.
 - J. Exhibits to this Agreement enumerated as follows:
 1. Exhibit 1, Contractor's Bid.
 - K. The following, which may be delivered or issued on or after the Effective Date of the Agreement, and are not attached hereto:
 1. Notice to Proceed
 2. Work Change Directive(s)
 3. Change Order(s)
- 9.02 The documents listed in Paragraph 9.01 above are attached to this Agreement (except as expressly noted otherwise above). Documents not attached are incorporated by reference. There are no Contract Documents other than those listed in this Article 9.
- 9.03 The Contract Documents may only be amended or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated 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.

10.05 Waiver

- A. The waiver by the Owner of any breach or violation of any term, covenant, or condition of this Agreement or of any Law or Regulation shall not be deemed to be a waiver of any other term, covenant, condition, or Law or Regulation, or of any subsequent breach or violation of the same or of any other term, covenant, condition, or Law or Regulation. The subsequent payment of any monies or fee by the Owner which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by Contractor of any term, covenant, condition of this Agreement or of any applicable Law or Regulation.

10.06 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.06:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made to:
 - a. influence the bidding process or the execution of the Contract to the detriment of Owner,
 - b. establish Bid or Contract prices at artificial non-competitive levels, or
 - c. 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 20____ (which is the Effective Date of the Agreement).

Owner: Town of Ayer, MA

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

25 Brook Street

Ayer, MA 01432

Contractor: Insituform Technologies, LLC

By: Christlanda Adkins

Title: Contracting and Attesting Officer

Attest: Jana Lause

Title: Jana Lause - Contracting and Attesting Officer

Address for giving notices:

17988 Edison Ave

Chesterfield, MO 63005

License No. N/A
(where applicable)

Agent for service of process: CSC, 84 State St, Boston, MA 02109

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

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone No.: _____

Fax No.: _____

Designated Representative:

Name: Christlanda Adkins

Title: Contracting and Attesting Officer

Address: 17988 Edison Ave Chesterfield, MO 63005

Phone No.: 636-530-8000

Fax No.: N/A

++ END OF AGREEMENT ++

(This Bid Form shall not be detached from the Project Manual. The entire Project Manual shall be returned with the executed Bid.)

BID FORM

TOWN OF AYER, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS

FY21 SANITARY SEWER SYSTEM REHABILITATION

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, Massachusetts
Department of Public Works
25 Brook Street
Ayer, Massachusetts 01432

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the price(s) and within the times indicated in this Bid and in accordance with the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and 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. Bidder will sign the Agreement and will furnish the required contract security, and other required documents within the time periods set

forth in the Bidding Documents.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, if any, and the following Addenda, receipt of all of which is hereby acknowledged.

| Addendum No. | Date Received | Addendum No. | Date Received |
|--------------|----------------|--------------|---------------|
| <u>1</u> | <u>2/22/21</u> | _____ | _____ |
| <u>2</u> | <u>2/22/21</u> | _____ | _____ |
| _____ | _____ | _____ | _____ |

- B. Bidder 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. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: 30053248
1. reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if any, that have been identified in the Supplementary Conditions in SC-4.02 as containing reliable “technical data”, and
 2. reports and drawings of Hazardous Environmental Conditions identified at the Site, if any, that have been identified in SC-4.06 as containing reliable “technical data”.
- E. Bidder has considered the information known to Bidder, 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 the 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, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder; and
 3. Bidder’s safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) 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 (if any) 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, and discrepancies that Bidder has discovered in the Bidding Documents, and 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 of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER’S CERTIFICATIONS

4.01 Bidder certifies that:

- A. this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any 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, or soliciting of anything 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 to 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.

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.

Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work items will be based on actual quantities of Unit Price Work, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Paragraph 14.07.B 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 and special damages in the event of failure to complete the Work within the Contract Times.

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 in the form of the Bid bond in this Bid Form.
 - B. Required Bidder Qualifications Statement with supporting data.
 - C. A tabulation of Subcontractors, Suppliers, and other individuals and entities required to be identified in this Bid.
 - D. Affidavit of non-collusion.

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 and the General Conditions and Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted on February 24, 20²¹ by:

If Bidder is:

An Individual

Name (Typed or Printed): N/A

By _____
(Individual's Signature)

Doing business as _____

License or Registration Number: _____

Business Address: _____

Phone No.: _____ Fax No: _____

E-mail Address: _____

A Partnership

Partnership Name: N/A

By: _____
(Signature of General Partner - Attach evidence of authority to sign)

(Name (Typed or Printed): _____

License or Registration Number: _____

Business Address: _____

Phone No.: _____ Fax No: _____

E-mail Address: _____

A Corporation

Corporation Name: N/A

(State of Incorporation)

By _____
(Signature - Attach evidence of authority to sign)

Name and Title (Typed or Printed): _____

(CORPORATE
SEAL)

Attest: _____
(Secretary)

License or Registration Number: _____

Business Address: _____

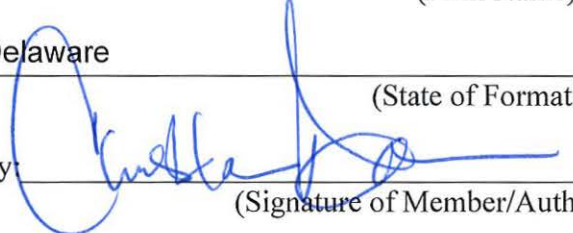
Phone No.: _____ Fax No: _____

E-mail Address: _____

Limited Liability Company

By: Insituform Technologies, LLC
(Firm Name)

Delaware
(State of Formation)

By:  _____
(Signature of Member/Authorized to Sign)

Christlanda Adkins - Contracting and Attesting Officer
(Printed or Typed Name and Title of Member Authorized to Sign)
(Attach evidence of authority to sign.)

License or Registration Number: SOC Filing # 201268700020 dated 02/07/12

Business Address: 17988 Edison Ave
Chesterfield, MO 63005

Phone No.: 636-530-8000 Fax No: N/A

E-mail Address: cadkins@aegion.com

A Joint Venture

Name of Joint Venture: N/A

First Joint Venturer Name: _____

By: _____
(Signature of First Joint Venturer - Attach evidence of authority to sign)

Name (Typed or Printed): _____
(Title)

Title: _____

Second Joint Venturer Name: _____

By: _____
(Signature of Second Joint Venturer - Attach evidence of authority to sign)

Name (Typed or Printed): _____
(Title)

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation or limited liability company that is a party to the joint venture shall be in the manner indicated above).

Business Address: N/A

Phone and fax numbers and address for receipt of communications to joint venture:

Joint Venture Address: _____

Phone No.: _____ Fax No: _____

E-mail Address: _____

++ END OF BID FORM ++

Town of Ayer, Massachusetts
FY21 Sanitary Sewer Rehabilitation
Unit Price Bid Form

| Item No. | Brief Description and Unit or Lump Sum Price Bid in Words | Estimated Quantity | Unit | Unit Bid Price | Bid Cost |
|--|--|--------------------|------|----------------|-------------|
| 1. SANITARY SEWER CLEANING | | | | | |
| 1a. | Sanitary Sewer Cleaning (Pipe Diameter ≤ 10") <u>Four Thousand, Six Hundred Two</u> Dollars | 4,602 | LF | \$ 1.00 | \$ 4,602.00 |
| 1b. | Sanitary Sewer Cleaning (Pipe Diameter = 12") <u>One Thousand, Nine Hundred Eighty Two</u> Dollars | 1,982 | LF | \$ 1.00 | \$ 1,982.00 |
| 1c. | Sanitary Sewer Cleaning (Pipe Diameter = 18") <u>Three Thousand, Three Hundred Fifty Two</u> Dollars | 838 | LF | \$ 4.00 | \$ 3,352.00 |
| 1d. | Sanitary Sewer Cleaning (Pipe Diameter = 24") <u>One Thousand, Two Hundred Twenty Four</u> Dollars | 306 | LF | \$ 4.00 | \$ 1,224.00 |
| 2. SANITARY SEWER TELEVISION INSPECTION | | | | | |
| 2a. | Sanitary Sewer Television Inspection (Pipe Diameter < 10") <u>Four Thousand, Six Hundred Two</u> Dollars | 4,602 | LF | \$ 1.00 | \$ 4,602.00 |
| 2b. | Sanitary Sewer Television Inspection (Pipe Diameter = 12") <u>One Thousand, Nine Hundred Eighty Two</u> Dollars | 1,982 | LF | \$ 1.00 | \$ 1,982.00 |
| 2c. | Sanitary Sewer Television Inspection (Pipe Diameter = 18") <u>Eight Hundred Thirty Eight</u> Dollars | 838 | LF | \$ 1.00 | \$ 838.00 |
| 2d. | Sanitary Sewer Television Inspection of (Pipe Diameter = 24") <u>Three Hundred Six</u> Dollars | 306 | LF | \$ 1.00 | \$ 306.00 |
| 3. GRINDING OF SERVICE CONNECTIONS | | | | | |
| 3. | Grinding of Service Connections (Pipe Diameter ≤ 12") <u>Two Hundred</u> Dollars | 2 | EA | \$ 100.00 | \$ 200.00 |

**Town of Ayer, Massachusetts
FY21 Sanitary Sewer Rehabilitation
Unit Price Bid Form**

Attachment A, Addendum No.1, Item 1-1

| Item No. | Brief Description and Unit or Lump Sum Price Bid in Words | Estimated Quantity | Unit | Unit Bid Price | Bid Cost |
|--|---|--------------------|------|------------------|---------------------|
| 4. CURED-IN-PLACE PIPE LINER (CIPPL) | | | | | |
| 4a. | Rehabilitation of 8-inch Sewer Pipe with CIPPL <i>Forty Nine Thousand, Six Hundred</i> Dollars | 1,984 | LF | <i>\$ 25.00</i> | <i>\$ 49,600.00</i> |
| 4b. | Rehabilitation of 10-inch Sewer Pipe with CIPPL <i>Sixty Eight Thousand, Sixty Eight</i> Dollars | 2,618 | LF | <i>\$ 26.00</i> | <i>\$ 68,068.00</i> |
| 4c. | Rehabilitation of 12-inch Sewer Pipe with CIPPL <i>Fifty Five Thousand, Four Hundred Ninety Six</i> Dollars | 1,982 | LF | <i>\$ 28.00</i> | <i>\$ 55,496.00</i> |
| 4d. | Rehabilitation of 18-inch Sewer Pipe with CIPPL <i>Forty Eight Thousand, Six Hundred Four</i> Dollars | 838 | LF | <i>\$ 58.00</i> | <i>\$ 48,604.00</i> |
| 4e. | Rehabilitation of 24-inch Sewer Pipe with CIPPL <i>Twenty Nine Thousand, Seventy</i> Dollars | 306 | LF | <i>\$ 95.00</i> | <i>\$ 29,070.00</i> |
| 5. CIPPL WARRANTY INSPECTION | | | | | |
| 5. | CIPPL Warranty Inspection <i>Eleven Thousand Five Hundred Ninety Two</i> Dollars | 7,728 | LF | \$ 1.50 | \$ 11,592.00 |
| 6. REINSTATEMENT OF SERVICE CONNECTIONS BY REMOTE (TRENCHLESS) METHOD | | | | | |
| 6. | Reinstatement of Service Connections <i>Fifty Three</i> Dollars | 53 | EA | <i>\$ 1.00</i> | <i>\$ 53.00</i> |
| 7. CHEMICAL SEALING OF SERVICE CONNECTIONS | | | | | |
| 7a. | Chemical Sealing of Service Connections (Pipe Diameter ≤ 12") <i>Eighteen Thousand</i> Dollars | 45 | EA | <i>\$ 400.00</i> | <i>\$ 18,000.00</i> |
| 7b. | Chemical Sealing of Service Connections (12" < Pipe Diameter ≤ 21") <i>Three Thousand, Five Hundred Twenty</i> Dollars | 8 | EA | <i>\$ 440.00</i> | <i>\$ 3,520.00</i> |
| 8. SEALED SERVICE CONNECTION WARRANTY TESTING | | | | | |
| 8. | Sealed Service Connection Warranty Testing <i>Three Thousand</i> Dollars | 1 | LS | \$ 3,000.00 | \$ 3,000.00 |

Town of Ayer, Massachusetts
FY21 Sanitary Sewer Rehabilitation
Unit Price Bid Form

Attachment A, Addendum No.1, Item 1-1

| Item No. | Brief Description and Unit or Lump Sum Price Bid in Words | Estimated Quantity | Unit | Unit Bid Price | Bid Cost |
|---|---|--------------------|------|--------------------|---------------------|
| 9. REPLACE MANHOLE CONE AND CHIMNEY | | | | | |
| 9. | Replace Manhole Cone and Chimney <i>One Thousand, Three Hundred Fifty</i> Dollars | 1 | EA | <i>\$1,350.00</i> | <i>\$1,350.00</i> |
| 10. REPLACE MANHOLE FRAME AND COVER | | | | | |
| 10. | Replace Manhole Frame and Cover <i>Nine Thousand, Five Hundred</i> Dollars | 5 | EA | <i>\$1,900.00</i> | <i>\$9,500.00</i> |
| 11. RESET MANHOLE FRAME AND COVER | | | | | |
| 11. | Reset Manhole Frame and Cover <i>Two Thousand, Two Hundred Eighty</i> Dollars | 2 | EA | <i>\$1,140.00</i> | <i>\$2,280.00</i> |
| 12. MANHOLE REHABILITATION - FLEXIBLE CHIMNEY SEAL | | | | | |
| 12. | Manhole Rehabilitation - Flexible Chimney Seal <i>One Thousand, Seven Hundred Ten</i> Dollars | 3 | EA | <i>\$570.00</i> | <i>\$1,710.00</i> |
| 13. MANHOLE REHABILITATION - CEMENTITIOUS LINING | | | | | |
| 13. | Manhole Rehabilitation - Cementitious Liner <i>Nine Thousand, Four Hundred Twenty Five</i> Dollars | 65 | VF | <i>\$145.00</i> | <i>\$9,425.00</i> |
| 14. REBUILD MANHOLE BENCH AND INVERT | | | | | |
| 14. | Rebuild Manhole Bench and Invert <i>Two Thousand, Two Hundred</i> Dollars | 2 | EA | <i>\$1,100.00</i> | <i>\$2,200.00</i> |
| 15. MANHOLE WARRANTY INSPECTIONS | | | | | |
| 15. | Manhole Warranty Inspections <i>Three Thousand Six Hundred</i> Dollars | 18 | EA | \$ 200.00 | \$ 3,600.00 |
| SUBTOTAL ITEMS 1 THROUGH 15 INCLUSIVE | | | | | |
| 16. MOBILIZATION AND DEMOBILIZATION | | | | | |
| 16. | Mobilization and Demobilization (maximum 5% of subtotal of all previous items) <i>Eleven Thousand, Eight Hundred Eighty Four</i> Dollars | 1 | LS | <i>\$11,884.00</i> | <i>\$11,884.00</i> |
| TOTAL BID PRICE IN WORDS <i>Three Hundred Forty Eight Thousand, Forty</i> Dollars | | | | | <i>\$348,040.00</i> |

SECTION 00510

AGREEMENT

THIS AGREEMENT is by and between The Town of Ayer, Massachusetts (“Owner”) and
Cedrone Trucking 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 1,250 linear feet of 8-inch ductile iron (DI) water main in Wright Road from Snake Hill Road to approximately 200 feet east of Sedgeway. The work includes the replacement of water main appurtenances, hydrant assemblies, house service connections, and interconnections with other streets within the limits of work.

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 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 7 sheets with each sheet bearing the following general title: Wright Road Water Main Replacement.
 - 7. Addenda (numbers 1 to 3, 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:

Select Board
Town of Ayer
Ayer, Massachusetts

By: _____

Title: Chair

By: _____

Title: Member

By: _____

Title: Member

CONTRACTOR

By: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Approved: _____

Title: Treasurer

Attest: _____

Title: Clerk

Address for giving notices:

Attest: _____

Title: _____

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
Wright Road Water Main Replacement

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

By (Contractor Name): Cedrone Trucking Inc
(Address for Giving Notice): 231 Rangeway Road
Billerica, MA 01862

A. The Undersigned proposes to furnish all labor and materials required for the Wright Road Water Main Replacement 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 | <u>1</u> | <u>2</u> | <u>3</u> | <u> </u> | <u> </u> |
| Dated | <u>2/26/2021</u> | <u>3/1/2021</u> | <u>3/1/2021</u> | <u> </u> | <u> </u> |

C. BASE BID -The proposed contract price for the **Base Bid including Bid Items 1 through 12** complete is

| | |
|---|--|
| <u>Two hundred twentythree thousand three hundred and one</u> <u>dollars and fifty cents</u> (in Words) | dollars (\$ <u>223,301.50</u>). (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 | 1,250 LF | 8-Inch Diameter Ductile Iron Water Mains The Sum of \$ <u>One hundred dollars and zero cents</u> Per Linear Foot | \$ <u>100.00</u> | \$ <u>125,000.00</u> |
| 2 | 4 EA | 8-Inch Diameter Gate Valves and Boxes The Sum of \$ <u>One thousand six hundred dollars and zero cents</u> Per Each | \$ <u>1,600.00</u> | \$ <u>6,400.00</u> |
| 3A | 3 EA | Install Hydrant Assembly The Sum of \$ <u>Five thousand Five hundred dollars and zero cents</u> Per Each | \$ <u>5,500.00</u> | \$ <u>16,500.00</u> |
| 3B | 3 EA | Remove Existing Hydrant and Valve Box The Sum of \$ <u>Three hundred dollars and zero cents</u> Per Each | \$ <u>300.00</u> | \$ <u>900.00</u> |
| 4 | 10 EA | 1-Inch Corporation Stops and Taps The Sum of \$ <u>One thousand six hundred dollars and zero cents</u> Per Each | \$ <u>1,600.00</u> | \$ <u>16,000.00</u> |
| 5 | 10 EA | Curb Stops and Curb Boxes The Sum of \$ <u>Two hundred twenty dollars and zero cents</u> Per Each | \$ <u>220.00</u> | \$ <u>2,200.00</u> |
| 6 | 165 LF | 1-Inch Copper Service Pipe The Sum of \$ <u>Sixteen dollars and zero cents</u> Per Linear Foot | \$ <u>16.00</u> | \$ <u>2,640.00</u> |
| 7 | 1 LS | Temporary Water Service The Sum of \$ <u>Twenty thousand dollars and zero cents</u> Lump Sum | \$ <u>20,000.00</u> | \$ <u>20,000.00</u> |

00300-3
FORM FOR GENERAL BID
Addenda 2

| Item No. | Quantity* | Brief Description of Item with Unit Bid Price in Words | Unit Bid In Figures | Amount In Figures |
|----------|-----------|---|------------------------|----------------------|
| 8 | 50 CY | Ledge/Boulder Excavation The Sum of \$ <u>Fifty dollars</u> <u>and zero cents</u> Per Cubic Yard | \$ <u>50.00</u> | \$ <u>2,500.00</u> |
| 9 | 50 CY | Common Borrow to Replace Unsuitable Material The Sum of \$ <u>zero dollars</u> <u>and one cent</u> Per Cubic Yard | \$ <u>0.01</u> | \$ <u>0.50</u> |
| 10 | 185 CY | Gravel Subbase The Sum of \$ <u>Sixteen dollars</u> <u>and zero cents</u> Per Cubic Yard | \$ <u>16.00</u> | \$ <u>2,960.00</u> |
| 11A | 600 SY | Trench Binder Course Bituminous Pavement The Sum of \$ <u>Thirty dollars</u> <u>and zero cents</u> Per Square Yard | \$ <u>30.00</u> | \$ <u>18,000.00</u> |
| 11B | 600 SY | Trench Top Course Bituminous Pavement The Sum of \$ <u>Seventeen dollars</u> <u>and zero cents</u> Per Square Yard | \$ <u>17.00</u> | \$ <u>10,200.00</u> |
| 12 | 100 SY | Loam and Seed The Sum of \$ <u>zero dollars</u> <u>and one cent</u> Per Square Yard | \$ <u>0.01</u> | \$ <u>1.00</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 December 2020 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.

042-813899
Social Security Number or
Federal Identification Number

Cedrone Trucking Inc.
Individual or Corporate Name
(Print or Type)
By: Romeo Cedrone
(Signature)
Romeo Cedrone, President

RESPECTFULLY SUBMITTED on March 4th, 2021

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) Cedrone Trucking Inc. (Corporate Seal)

(State of Incorporation) Massachusetts

By (Name and Title of Person Authorized to Sign) Romeo Cedrone
Romeo Cedrone, President

Attest (Secretary) Romeo Cedrone, Secretary

Business address: 231 Rangeway Road Billerica, MA 01862

Phone No.: 978-667-4131

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 00302CERTIFICATE OF AUTHORITY TO SIGN

At a duly authorized meeting of the Board of Directors of Cedrone Trucking Inc.
(Company Name)

held on march 1st 2021, at which all the Directors were present or waived notice, it was voted
(Date)

that Romeo Cedrone (sole officer),
(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

Romeo Cedrone, president 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 march 4th 2021.

A true copy,

ATTEST

Romeo Cedrone
 romeo cedrone Clerk

(Corporate Seal)

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

DEPARTMENT OF PUBLIC WORKS

Mark L. Wetzel, P.E., Superintendent
Dan Van Schalkwyk, P.E. Town Engineer
Pamela J. Martin, Business Manager

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

Memorandum

Date: March 11, 2021

To: Ayer Board of Selectmen

From: Dan Van Schalkwyk, P.E., Town Engineer

Re: Intention to Layout Road for Acceptance

Mr. CJ Moore has requested that the Town accept Trevor Trail and abutting sections on Pleasant Street Extension, within the Riley Jayne Farm Subdivision. Upon affirmative vote to layout the road, we will notify the Planning Board for a non-binding approval, notify abutters with easements related to the roadway and then recommend that the Board vote to layout the street. The final acceptance will require a two third vote at Fall Town Meeting. Note, the Developer must complete the punch list prior to the Town Meeting vote or the Article shall be withdrawn.

The DPW recommends the Board of Selectmen vote intention to layout Trevor Trail within the Riley Jayne Farm Subdivision as public ways as the first step toward road acceptance.

Regards,

AYER PUBLIC WORKS DEPARTMENT



Dan Van Schalkwyk, P.E.
Town Engineer

March 5, 2021

To: Mark Wetzel, Ayer Public Works Superintendent

Dan Van Schalkwyk, Town Engineer

Mark Archambault, Town Planner

Ayer Board of Selectman

RE: Petition for Trevor Trail Street Acceptance

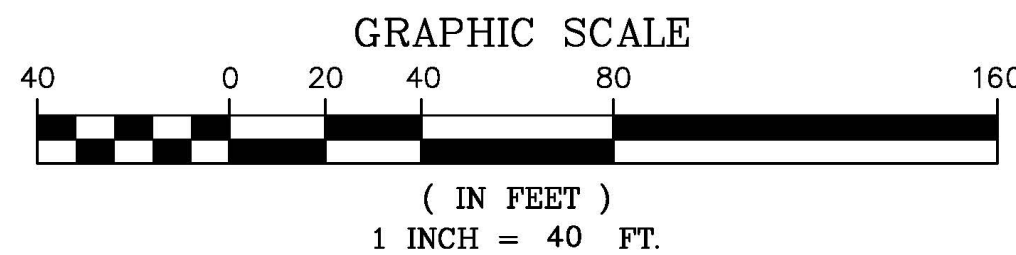
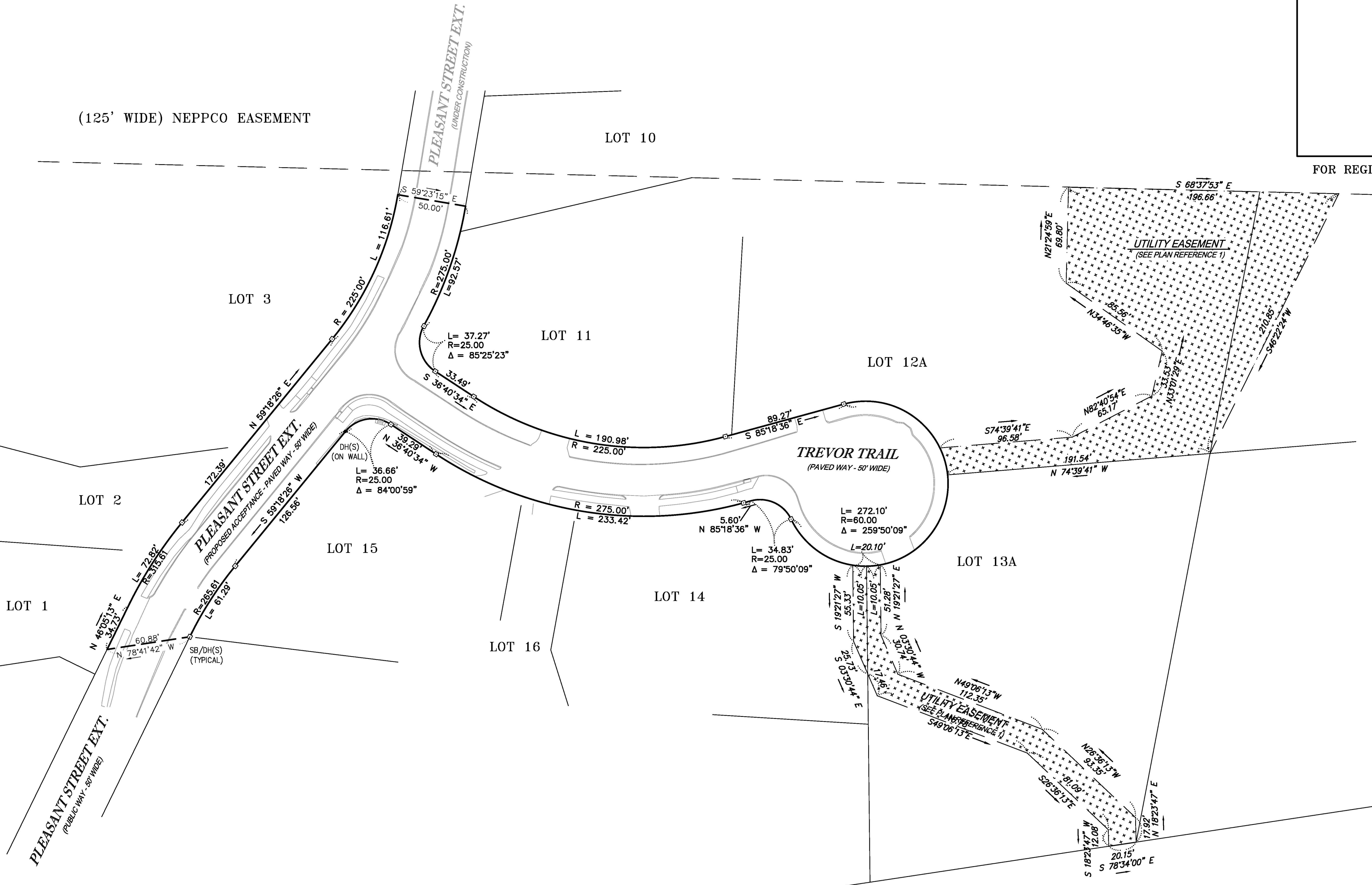
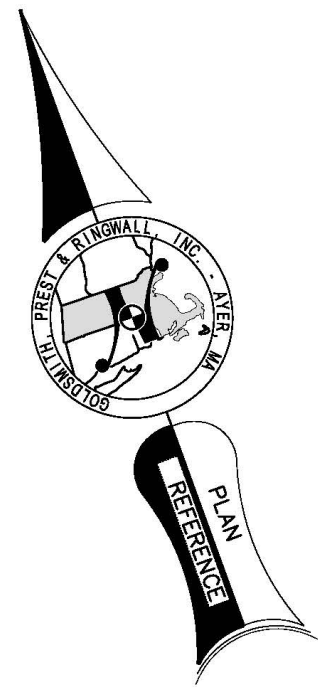
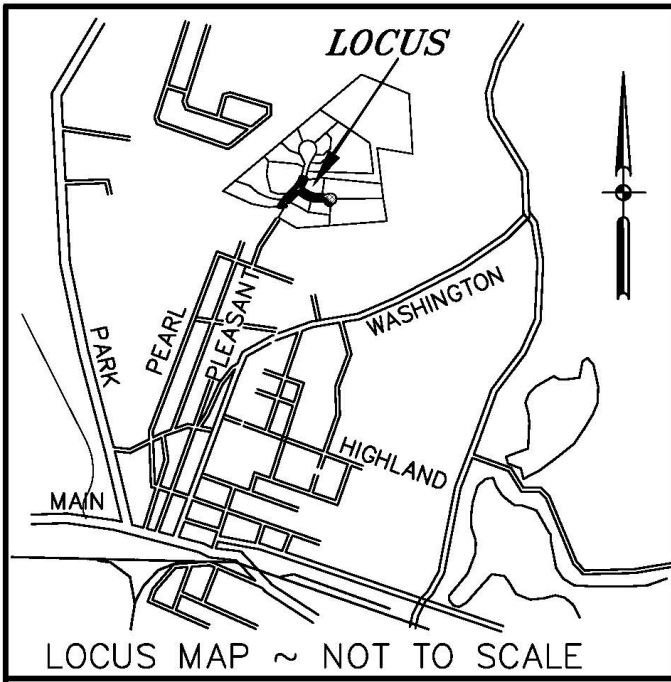
Riley Jayne Farm LLC. Is petitioning for town acceptance of Trevor Trail. Please see attached Metes and Bounds plan as well as completed and remaining items on DPW punch list.

Thank You

CJ. Moore

Riley Jayne Farm LLC.

P:\11-11099B\DWG\SURVEY\DWG\FINAL\RD_ACCEPT_111099B_2021.DWG



PLAN REFERENCES:

PLANS ON FILE AT THE MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS

- 1) PLAN RECORDED AS PLAN #747 of 2016, TITLED AS "DEFINITIVE RESIDENTIAL SUBDIVISION" PREPARED BY THIS OFFICE DATED APRIL 9, 2016.
- 2) PLAN RECORDED AS PLAN #806 of 2019, TITLED AS "PLAN OF LAND" PREPARED BY THIS OFFICE DATED SEPTEMBER 17, 2019.

NOTES:

- 1) THIS PLAN IS INTENDED TO MEET THE REQUIREMENTS OF THE REGISTRY OF DEEDS. THE PREPARATION OF THIS PLAN IS NOT INTENDED TO BE A CONFIRMATION TO THE TITLE OR OWNERSHIP OF THE PROPERTY/PROPERTIES SHOWN, THOSE SHOWN HEREON MAY BE SUBJECT TO EASEMENTS, RIGHTS-OF-WAYS, RESTRICTIONS, RESERVATIONS OR LIMITATIONS WHICH MAY BE REVEALED BY AN EXAMINATION OF THE TITLE.

LEGEND

| | |
|----------|-----------------|
| N/F | NOW OR FORMERLY |
| 1111/111 | DEED BOOK/PAGE |
| ● DH | DRILL HOLE |
| □ SB | STONE BOUND |
| (S) | SET |

THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.
THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

REVIEW PLAN
3-05-2021

DAVID J. DeBAY, P.L.S. # 33887 DATE

GPR Engineering Solutions
for Land & Structures

GOLDSMITH, PREST & RINGWALL, INC.
39 MAIN STREET, SUITE 301, AYER, MA 01432
CIVIL ENGINEERING • LAND SURVEYING • LAND PLANNING
VOICE: 978.772.1590 FAX: 978.772.1591
www.gpr-inc.com

STREET ACCEPTANCE PLAN
TREVOR TRAIL &
PLEASANT STREET EXT.
IN
AYER, MASS.

PREPARED FOR:
RILEY JANE FARM, LLC
12 LAWTON ROAD, SHIRLEY, MA

| | | | |
|---------------|---------------------|-------------|--------|
| FIELD: AB/MD | DATE: MARCH 5, 2021 | JOB 111099B | 1 OF 1 |
| CALC/DFT: DSB | | | |

Riley Jayne Farm LLC.

Trevor Trail Punch List

Completed

1. Street Lights. Not required per approved Plan
2. Trap Hoods
4. Lot 15 Low point does not exist, Dirt and debris blocking lot 15 gutter line has been removed which was causing run off
5. Pipe is clean and water flows
7. Water gate boxes on lot 15 and 16 and 114 Pleasant have been exposed. Lot 11 shut off is located under wall that home owner built.
8. Frames are installed. On sewer clean outs. Clean out on lot 11 has been covered by wall.
13. Grading on East side of Lot 12 has been completed
14. Town has been given North American Made Frames, Per DPW
19. Basins have been cleaned out
20. Permanent bounds have been placed

The following will be completed by April 1st or currently in progress.

3. Milling and resurfacing Pleasant ST.
6. Interceptor Drain currently being installed to capture and redirect ground water away from road.
9. Trees to be planted as soon as weather is feasible
10. Conduit are spare communication runs, will be cut below grade.
11. Remove debris.
12. Replace Street signpost.
15. Repair grading and rutting in stormwater management system.
17. Remove erosion controls.

TREVOR TRAIL

A parcel of land shown as Trevor Trail, in the town of Ayer, State of Massachusetts in accordance with a plan entitled "ROAD ACCEPTANCE PLAN in AYER, MA", dated March xx, 2021. Said Plan is to be recorded at the Middlesex South district registry of Deeds.

Said parcel being more fully described as follows:

BEGINNING AT A Stone Bound with Drill hole, located on the Northerly sideline of said street, said point being in common Easterly sideline of Pleasant Street Ext., thence;

Thence, along a curve to the left having a radius of 25.00 feet an arc length of 37.34 feet to a point;

S 36°40'34" E and 33.78 feet to a Stone Bound with Drill Hole, thence;

Thence, along a tangent curve to the right with a radius of 225.00 feet, along the arc of said curve for a distance of 190.98 feet to a Stone Bound with Drill Hole, thence;

S 85°18'36" E and 89.27 feet to a Stone Bound with Drill Hole, thence;

Thence, along a tangent curve to the right with a radius of 60.00 feet, along the arc of said curve for a distance of 272.10 feet to a Stone Bound with Drill Hole, thence;

Thence, along a tangent curve to the left with a radius of 25.00 feet, along the arc of said curve for a distance of 34.83 feet to a Stone Bound with Drill Hole, thence;

N 85°18'36" W and 5.60 feet to a Stone Bound with Drill Hole, thence;

Thence, along a tangent curve to the right with a radius of 275.00 feet, along the arc of said curve for a distance of 233.42 feet to a Stone Bound with Drill Hole, thence;

N 36°40'34" W and 39.29 feet to a Stone Bound with Drill Hole, thence;

Thence, along a tangent curve to the left with a radius of 25.00 feet, along the arc of said curve for a distance of 36.66 feet to a Stone Bound with Drill Hole, thence;

N 59°18'26" E and 45.83 feet to a Stone Bound with Drill Hole, thence;

Thence, along a tangent curve to the right with a radius of 275.00 feet, along the arc of said curve for a distance of 49.96 feet to the **POINT OF BEGINNING**.

CONTAINING: 27461 square feet or 0.63 acres of land, more or less.

March 2, 2021

S:\9 Planning-Conservation-ZBA\Riley Jane Farm\Street Acceptance\Trevor Trail\03-08-2021 Submission from CJ Moore\trev.docx

PHASE 1 - Pleasant St. Ext.

A parcel of land shown as Pleasant Street Ext., in the town of Ayer, State of Massachusetts in accordance with a plan entitled "ROAD ACCEPTANCE PLAN in AYER, MA", dated March xx, 2021. Said Plan is to be recorded at the Middlesex South district registry of Deeds.

Said parcel being more fully described as follows:

BEGINNING AT A Stone Bound with Drill hole, located on the Easterly sideline of said street, said point being in common with the end of the existing accepted way, thence;

N 78°41'42" W and 60.88 feet, to a point on the westerly sideline of said street, thence;

N 46°05'13" E and 34.73 feet, to a point, thence;

Thence, along a tangent curve to the right with a radius of 315.61 feet, along the arc of said curve for a distance of 72.82 feet to a Stone Bound with Drill Hole, thence;

N 59°18'26" E and 172.39 feet to a Stone Bound with Drill Hole, thence;

Thence, along a tangent curve to the left with a radius of 225.00 feet, along the arc of said curve for a distance of 116.61 feet to a point, thence;

S 60°23'15" E and 50.00 feet to a point on the easterly sideline of said street, thence;

Thence, along a tangent curve to the right having a radius of 275.00 feet, along the arc of said curve for a distance of 92.57 feet to a Stone Bound with Drill Hole, thence;

Thence, continuing along the same curve, with a radius of 275.00 feet, along the arc of said curve for a distance of 49.96 feet to a point, thence;

S 59°18'26" W and 45.83 feet to a Stone Bound with Drill Hole, thence;

S 59°18'26" W and 126.56 feet to a Stone Bound with Drill Hole, thence;

Thence, along a tangent curve to the left with a radius of 265.61 feet, along the arc of said curve for a distance of 61.29 feet to the **POINT OF BEGINNING**.

CONTAINING: 19,319 square feet or 0.44 acres of land, more or less.

March 2, 2021

S:\9 Planning-Conservation-ZBA\Riley Jane Farm\Street Acceptance\Trevor Trail\03-08-2021 Submission from CJ Moore\PLEASANT_PH1.docx

Utility (Drainage) Easement
[lot 12 Trevor Trail]

A parcel of land shown as Utility Easement, in the town of Ayer, State of Massachusetts in accordance with a plan entitled "ROAD ACCEPTANCE PLAN in AYER, MA", dated March xx, 2021. Said Plan is to be recorded at the Middlesex South district registry of Deeds.

Said parcel being more fully described as follows:

BEGINNING AT A point, located on the Northerly sideline of Trevor Trail, at the common Lot corner of lots 12 & 13, thence;

Thence, along a curve to the left having a radius of 60.00 feet, for an arc length of 20.49 feet to a point;

S 74°39'41" E and 96.58 feet, to a point, thence;

N 82°40'54" E and 65.17 feet, to a point, thence;

N 33°01'29" E and 33.53 feet, to a point, thence;

N 34°46'35" W and 85.56 feet, to a point, thence;

N 21°24'59" E and 69.80 feet, to a point, thence;

S 68°37'53" E and 196.66 feet, to a point, thence;

S 46°22'24" W and 210.85 feet, to a point, thence;

N 74°39'41" W and 191.54 feet to the **POINT OF BEGINNING**.

CONTAINING: 26,366 square feet or 0.61 acres of land, more or less.

March 3, 2021

S:\9 Planning-Conservation-ZBA\Riley Jane Farm\Street Acceptance\Trevor Trail\03-08-2021 Submission from CJ Moore\LOT 12 EASE.docx

Utility (Sewer) Easement
[lot 13 & 14 Trevor Trail]

A parcel of land shown as Utility Easement, in the town of Ayer, State of Massachusetts in accordance with a plan entitled "ROAD ACCEPTANCE PLAN in AYER, MA", dated March xx, 2021. Said Plan is to be recorded at the Middlesex South district registry of Deeds.

Said parcel being more fully described as follows:

BEGINNING AT A point, located on the Southerly sideline of Trevor Trail, being 10.05' feet, along a curve, west of the Lot corner of lots 13 & 14, thence;

S 19°21'27" W and 55.33 feet, to a point, thence;

S 03°30'44" E and 25.73 feet, to a point, thence;

S 03°30'44" E and 17.46 feet, to a point, thence;

S 49°06'13" E and 116.78 feet, to a point, thence;

S 26°36'13" E and 81.09 feet, to a point, thence;

S 18°23'47" W and 12.08 feet, to a point, thence;

S 78°34'00" E and 20.15 feet, to a point, thence;

N 18°23'47" E and 17.92 feet, to a point, thence;

N 26°36'13" W and 93.35 feet, to a point, thence;

N 49°06'13" W and 112.35 feet, to a point, thence;

N 03°30'44" W and 30.74 feet, to a point, thence;

N 19°21'27" E and 51.28 feet, to a point on the southerly sideline of Trevor Trail, thence;

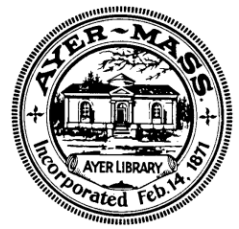
Thence, along a curve to the right having a radius of 60.00 feet, an arc length of 20.10 feet to the **POINT OF BEGINNING**.

CONTAINING: 6,130 square feet or 0.14 acres of land, more or less.

March 3, 2021

S:\9 Planning-Conservation-ZBA\Riley Jane Farm\Street Acceptance\Trevor Trail\03-08-2021 Submission from CJ Moore\SEWER.docx

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 12, 2021

TO: Ayer Select Board

FROM: Robert A. Pontbriand 
Town Manager

SUBJECT: Town Manager's Report for the March 16, 2021 Ayer Select Board Meeting

Dear Honorable Select Board,

I am pleased to transmit to you the following Town Manager's Report for the March 16, 2021 Ayer Select Board meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

Administrative Update/Review of Town Warrant(s):

- At the meeting, I will provide a brief Administrative Update to the Select Board regarding the various activities, initiatives, and projects of the Administration since the Select Board last met on March 2, 2021.
- I have reviewed, approved, and signed the following Town Warrant(s) since the Select Board last met on March 2, 2021:

Accounts Payable Warrant #21-17 in the amount of \$1,828,454.37 was reviewed, approved, and signed on March 1, 2021.

Payroll Warrant #21-18 in the amount of \$334,100.64 was reviewed, approved, and signed on March 9, 2021.

COVID-19 Update/Reopening Plan Discussion:

- At the meeting, I will provide a brief COVID-19 Update on the ongoing COVID-19 preparedness efforts of the Town. I would also like to discuss with the Select Board the Town's reopening plans for the Town Hall; other Town buildings; and Town parks and recreational assets.

FY 2022 Budget & Annual Town Meeting Update/Review of DRAFT Warrant:

- At the meeting, I will provide a brief update on the FY 2022 Budget since the Second Public Budget Forum which was held on March 8, 2021.

- DRAFT #3 of the FY 2022 Budget (the most recent version) can be found on the Town's website under the "2022 Budget" page at the following link:
https://www.ayer.ma.us/sites/g/files/vyhlf2756/f/uploads/omnibus_draft_3_-_march_8_2021.pdf
- At the meeting, I will also provide a brief update on the Annual Town Meeting to be held on Monday, April 26, 2021 at 7pm in the Auditorium of the Ayer Shirley Regional High School. I would also like to briefly review and discuss the attached DRAFT of the Annual Town Meeting Warrant (see attached). Please note that this is a working DRAFT subject to change as the Warrant does not officially close until 12pm on Friday, April 2, 2021 (this is also the deadline for any Citizens Petitions to the Town Clerk).
- The Select Board and Finance Committee are scheduled to review and approve the FY 2022 Budget for the Warrant on April 6, 2021 at which time the Select Board is also scheduled to review and finalize the Annual Town Meeting Warrant.

Reserve Fund Transfer Request – General Insurance:

- The Select Board is respectfully requested to approve a Reserve Fund Transfer for the General Insurance. Please see the attached memo prepared by the Assistant Town Manager (See attached).

Discussion of Town Moderator Vacancy:

- With the Annual Town Meeting fast approaching on April 26, I would like to discuss with the Select Board the issue of the Town Moderator Vacancy. As the Select Board is aware the elected position of Town Moderator is currently vacant.
- State law provides two methods for the Select Board with respect to filling the vacancy:
 1. MGL Chapter 39, Section 14 (which was the method used at the October 26, 2020 Special Fall Town Meeting) states that the Town Clerk may act as a Temporary Town Moderator. At the Meeting, the voters may be asked to elect a Temporary Moderator for that Town Meeting. The Town Clerk, acting as Temporary Moderator, may open the Meeting and call for nominations and election of a Temporary Moderator for the duration of the meeting. Nominations would come from the floor of Town Meeting. Individuals who are nominated must be a resident of Ayer and a voter of the Town Meeting. A nomination would need to be seconded. In the event of multiple nominations, the vacancy would be filled by the nomination receiving the most (simple majority) votes of the Town Meeting. If there are no nominations, or the Town Meeting fails to elect a Temporary Town Moderator, the Town Clerk would continue as the Temporary Town Moderator and run the Town Meeting.
 2. MGL Chapter 41, Section 11 states that if a vacancy occurs in any Town office, other than the Office of Select Board, Town Clerk, Treasurer/Tax Collector or Auditor, the Select Board shall in writing appoint a person to fill such vacancy until the next Town Election. The statute is silent on any process requirement for the Select Board to appoint, just that the Select Board shall in writing appoint a person to fill the vacancy. However, per the Ayer Select Board, it has been past practice when there is a vacancy to have some form of public process to fill a vacancy (i.e., publicly advertise the opportunity for a set period; accept applications; interview applicants at a public meeting; etc.).
- Respectfully, the Select Board should discuss and decide at the Select Board meeting which method to proceed with in filling the Town Moderator Vacancy.

Discharge of Statement of Claim – 128 Washington Street:

- The Select Board is respectfully requested to approve the attached Discharge of Statement of Claim for 128 Washington Street. Please see the attached memo prepared by the Assistant Town Manager (See attached).

Thank you.

Attachments: DRAFT of the 2021 Annual Town Meeting Warrant
Reserve Fund Transfer Request Re: General Insurance and Memo
Discharge of Statement of Claim – 128 Washington Street and Memo



Town of Ayer

ANNUAL TOWN MEETING WARRANT

*****WORKING DRAFT WARRANT (As of March 12, 2021)*****

****Deadline for all Warrant Articles and Citizens Petitions (12pm, April 2, 2021)****

Ayer Shirley Regional High School Auditorium

141 Washington Street

Ayer, MA 01432

April 26, 2021 at 7:00 PM

Commonwealth of Massachusetts
Middlesex, ss.

GREETINGS:

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of the Town of Ayer qualified to vote in Town Elections and Affairs to meet at the Auditorium in the Ayer Shirley Regional High School located at 141 Washington Street, Ayer, Massachusetts on Monday, the twenty-six (26th) day of April 2021, at seven o'clock in the evening (7:00 PM) then and there to act on the following articles:

Hereof fail not and make due return of this warrant with your doings thereof to the Town Clerk before the date appointed for said meeting.

Given under our hands this __ day of April AD 2021.

Shaun C. Copeland, Chair

Scott A. Houde, Vice Chair

Jannice L. Livingston, Clerk

The Ayer Select Board

Any persons needing disability related assistance (such as signing, etc.) at the Town Meeting please contact the Select Board's Office at 978-772-8220 before April __, 2021. We shall make every reasonable effort to assist you. Large print version of the text of this warrant is available upon request.

Working DRAFT Warrant as of March 12, 2021

For more information, please visit the Town's website: www.ayer.ma.us

| Art. | Description | FY '22 Financial Impact | FY '22 General Fund Impact | BOS | Fin Com |
|--------------------------------------|---|-------------------------------|-------------------------------|-----|---------|
| Annual Town Meeting (FY 2022) | | | | | |
| 1 | | | | | |
| 2 | | | | | |
| 3 | ****To be completed prior to finalization of the Warrant**** | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| 11 | | | | | |
| 12 | | | | | |
| 13 | | | | | |
| 14 | | | | | |
| 15 | | | | | |
| 16 | | | | | |
| 17 | | | | | |
| 18 | | | | | |
| 19 | | | | | |
| 20 | | | | | |
| 21 | | | | | |
| 22 | | | | | |
| 23 | | | | | |
| 24 | | | | | |
| 25 | | | | | |
| 26 | | | | | |
| 27 | | | | | |
| 28 | | | | | |
| 29 | | | | | |
| 30 | | | | | |
| 31 | | | | | |
| 32 | | | | | |
| 33 | | | | | |
| 34 | | | | | |
| 35 | | | | | |

*Cost of these articles is included in Article __ the Omnibus Budget

ARTICLE 1: SALARIES OF ELECTED OFFICIALS

To see if the Town will vote to fix the salary and compensation of elected officers of the Town of Ayer, as provided by Section 108, Chapter 41 of the General Laws, as amended, or take any action thereon or in relation thereto.

| | <u>FY-21 SALARY</u> | <u>FY-22 SALARY</u> | <u>% OF CHANGE</u> |
|---------------------------|---------------------|---------------------|--------------------|
| Moderator | \$541 | \$552 | 2% |
| Select Board: Chair | \$2,713 | \$2,768 | 2% |
| Select Board: Members (2) | \$2,420 | \$2,469 | 2% |
| Assessors: Chair | \$2,686 | \$2,740 | 2% |
| Assessors: Members (2) | \$2,392 | \$2,440 | 2% |

Sponsor: Select Board
Finance Committee:

Simple Majority Vote Required

Explanatory Note: This Article is required as Town Meeting sets the salaries of elected officials pursuant to MGL Chapter 41, Section 108. The two percent (2%) increase is the FY 2022 Cost of Living Adjustment approved by the Select Board on February 18, 2021 on recommendation of the Town Manager and Benefits & Payroll Manager in accordance with the Town's Financial Policies.

ARTICLE 2: CONTRACT FUNDING: AYER POLICE PATROLMEN'S ASSOCIATION (APPOA) – PATROL DIVISION

*****Place Holder: Contract Negotiations in Progress*****

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to fund the first-year cost items of a collective bargaining agreement between the Town of Ayer and the Ayer Police Patrolmen's Association (APPOA) – Patrol Division for the period of July 1, 2021, through June 30, 2024, or take any action thereon or in relation thereto.

Sponsor: Select Board
Finance Committee:

Simple Majority Vote Required

Explanatory Note: Per MGL Chapter 150E, Union Contracts are subject to the appropriation of funds by Town Meeting. The FY 2022 estimated total cost of the Contract is \$_____. Memorandum of Agreement available on Town's website (www.ayer.ma.us). Presentation to be made at Town Meeting.

ARTICLE 3: CONTRACT FUNDING: AYER POLICE PATROLMEN'S ASSOCIATION (APPOA) – COMMUNICATIONS DIVISION

*****Place Holder: Contract Negotiations in Progress*****

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to fund the first-year cost items of a collective bargaining agreement between the Town of

****Working DRAFT Warrant as of March 12, 2021****
For more information, please visit the Town's website: www.ayer.ma.us

Ayer and the Ayer Police Patrolmen's Association (APPOA) – Communications Division for the period of July 1, 2021, through June 30, 2024, or take any action thereon or in relation thereto.

Sponsor: Select Board
Finance Committee:

Simple Majority Vote Required

Explanatory Note: Per MGL Chapter 150E, Union Contracts are subject to the appropriation of funds by Town Meeting. The FY 2022 estimated total cost of the Contract is \$_____. Memorandum of Agreement available on Town's website (www.ayer.ma.us). Presentation to be made at Town Meeting.

ARTICLE 4: OMNIBUS BUDGET

******Article to be Finalized by April 2, 2021 with Select Board and Fin Com Approval on April 6, 2021******

To see if the Town will vote to raise and appropriate a sum of money and transfer \$_____ from Free Cash for the Omnibus items, or take any action thereon or in relation thereto:

Dept. 100: General Government
Dept. 200: Finance
Dept. 300: Public Safety
Dept. 400: Public Works
Dept. 500: Human Services
Dept. 600: Management Support

Explanatory Note: Please see insert for Omnibus Budget. Presentation on the budget to be made at Town Meeting. Omnibus Budget includes a 2% Cost of Living Adjustment (COLA) for Non-Union Personnel as recommended by the Town Manager and Benefits & Payroll Manager in accordance with the Town's Financial Policies and approved by the Select Board on February 18, 2021.

Sponsor: Select Board
Finance Committee:

Simple Majority Vote Required

ARTICLE 5: FY 2022 AYER SHIRLEY REGIONAL SCHOOL DISTRICT ASSESSMENT

To see if the Town will vote to raise and appropriate the sum of \$221,424 as required to fund the Town's FY 2022 assessment for the Ayer Shirley Regional School District; or take any action thereon or in relation thereto.

Sponsor: Ayer Shirley Regional School Committee
Select Board:
Finance Committee:

Simple Majority Vote Required

Explanatory Note: This Article will fund the FY 2022 Ayer Shirley Regional School District Assessment.

ARTICLE 6: FY 2022 NASHOBA VALLEY TECHNICAL VOCATIONAL SCHOOL ASSESSMENT

To see if the Town will vote to raise and appropriate the sum of \$83,838 required to fund the FY 2022 assessment for the Nashoba Valley Regional Technical High School or take any action thereon or in relation thereto.

Sponsor: Nashoba Valley Technical Vocational School Committee

Select Board:

Finance Committee:

Simple Majority Vote Required

Explanatory Note: This Article will fund the FY 2022 Nashoba Valley Regional Technical High School Assessment.

ENTERPRISE FUND ARTICLES

Handouts will be provided at Town Meeting with further detail on Articles No. 7 – 10

******Articles 7 – 10 currently under review and finalization by the Finance Manager.
To be finalized by April 2, 2021******

ARTICLE 7: SOLID WASTE

To see if the Town will vote to raise and appropriate or transfer from available funds the following funds to operate the solid waste department:

Direct costs of \$_____ of which \$_____ is to come from solid waste revenue, \$_____ is to come from solid waste retained earnings and \$_____ is to come from the tax levy, and indirect costs of \$_____ is to come from the tax levy; or take any action thereon or in relation thereto.

Sponsor: Select Board

Finance Committee:

Simple Majority Vote Required

ARTICLE 8: AMBULANCE

To see if the Town will vote to raise and appropriate or transfer from available funds the following funds to operate the ambulance department:

Direct costs of \$_____ is to come from ambulance revenue, and indirect costs of \$_____ of which \$_____ is to come from ambulance revenue and \$_____ from ambulance retained earnings and \$_____ is to come from the tax levy; or take any action thereon or in relation thereto.

Sponsor: Select Board

Finance Committee:

Simple Majority Vote Required

ARTICLE 9: SEWER

****Working DRAFT Warrant as of March 12, 2021****

For more information, please visit the Town's website: www.ayer.ma.us

To see if the Town will vote to raise and appropriate or transfer from available funds the following funds to operate the sewer department:

Direct costs of \$_____ of which \$_____ is to come from sewer revenue and \$_____ is to come from the tax levy and indirect costs of \$_____ of which \$_____ is to come from sewer revenue and \$_____ is to come from sewer retained earnings; or take any action thereon or in relation thereto.

Sponsor: Select Board
Finance Committee:

Simple Majority Vote Required

ARTICLE 10: WATER

To see if the Town will vote to raise and appropriate or transfer from available funds the following funds to operate the water department:

Direct costs of \$_____ of which \$_____ is to come from water revenue and \$_____ is to come from water retained earnings, and indirect costs of \$_____ is to come from water retained earnings; or take any action thereon or in relation thereto.

Sponsor: Select Board
Finance Committee:

Simple Majority Vote Required

BORROW ARTICLE

ARTICLE 11: CAPITAL BUDGET REQUESTS

To see if the Town will vote to authorize the Treasurer, with the approval of the Board of Selectmen, to borrow the sums set out in the Warrant and hereby listed for the purposes of funding the following equipment, services, and public works projects, and all costs incidental or related thereto, as contained in the Capital Budget, each sum hereafter to be voted on separately, provided that any premium received by the Town upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved hereunder in accordance with G.L. c. 44, §20, thereby reducing by a like amount the amount authorized to be borrowed to pay such costs, or take any action thereon or in relation thereto.

| <u>Department</u> | <u>Item</u> | <u>Amount</u> |
|--------------------------|---|----------------------|
| DPW Admin | Main St. Decorative Street Light Upgrades | \$70,000 |
| DPW Highway | Road Paving (Supplements Ch. 90) | \$200,000 |
| Facilities | Police Station HVAC Replacement | \$145,000 |
| Fire | SCBA Compressor & Fill Station | \$70,000 |
| Sewer Enterprise | Wastewater Treatment Plant Upgrades | \$3,800,000 |

****Working DRAFT Warrant as of March 12, 2021****

For more information, please visit the Town's website: www.ayer.ma.us

| | | |
|------------------|---|--------------------|
| | Infiltration/Inflow Repairs | \$750,000 |
| | Central Ave. Main Pumping Station Valves & Piping | \$100,000 |
| Water Enterprise | Water Main Replacements | \$150,000 |
| | West Main St./Devens Connection | \$100,000 |
| | Total: | \$5,385,000 |

Sponsor: Select Board
Finance Committee:

Two-Thirds Vote Required

Explanatory Note: All of the above Capital Budget requests and amounts were reviewed by and recommended by the Town's Capital Planning Committee.

TRANSFER ARTICLES

ARTICLE 12: CAPITAL BUDGET REQUESTS

To see if the Town will vote to transfer from Capital Stabilization the following sums hereby listed for the purpose of funding the following equipment, services and public works projects, and all costs incidental or related thereto, as contained in the Capital Budget, each sum hereafter to be voted on separately, or take any action thereon or in relation thereto:

| <u>Department</u> | <u>Item</u> | <u>Amount</u> |
|--------------------------|-------------------------------|----------------------|
| DPW – Stormwater | Asset/Master Plan Grant Match | \$40,000 |
| Facilities | Pickup Truck | \$30,000 |
| Fire | Rescue Tools & Lifting Jacks | \$33,007 |
| Library | HVAC Repairs | \$12,000 |
| | Total | \$115,007 |

Sponsor: Select Board
Finance Committee:

Two-Thirds Vote Required

Explanatory Note: All of the above Capital Budget requests and amounts were reviewed by and recommended by the Town's Capital Planning Committee.

ARTICLE 13: UDAG REPLENISHMENTS

To see if the Town will vote to transfer \$230,000 from Free Cash to replenish the Urban Development Action Grant (UDAG) account for the following:

Worthen Dale Depot Square Eminent Domain Settlement: \$230,000

Total: \$230,000

Or take any action thereon or in relation thereto.

Sponsor: Select Board

Finance Committee:

Simple Majority Vote Required

Explanatory Note: This Article will replenish the Town's UDAG Fund in the amounts set forth in the article. These funds were used from the UDAG's unrestricted funds for purposes that did not have a repayment mechanism in place. The \$230,000 is the final of three UDAG replenishment payments for the Worthen Dale Depot Square Eminent Domain Settlement.

ARTICLE 14: GASB-45/OPEB (Post-Employment Benefits) FUND

To see if the Town will vote to raise and appropriate \$122,000 and transfer \$178,000 from Free Cash, totaling the sum of \$300,000 to meet the Town's obligations under the Government Accounting Standards Board (GASB) Statement 45 to fund the Town's future obligation for the cost of other post-employment benefits (OPEB), or take any action thereon or in relation thereto.

Sponsor: Select Board

Finance Committee:

Simple Majority Vote Required

Explanatory Note: This Article funds the Town's GASB-45/OPEB, Post-Employment Benefits in the total sum of \$300,000 with \$122,000 derived from the Town's Local Meals Tax and \$178,000 from Free Cash as recommended by the Town's OPEB Board of Trustees.

RAISE & APPROPRIATE ARTICLES

ARTICLE 16: FIRST YEAR'S INTEREST-GENERAL FUND BORROWING

To see if the Town will vote to raise and appropriate the sum of \$39,257 required to provide for the first year's interest charges and associated administrative expenses on all General Fund borrowing/bonding authorized by this Town Meeting; or take any action thereon or in relation thereto.

Sponsor: Select Board

Finance Committee:

Simple Majority Vote Required

Explanatory Note: This Article will fund the first-year interest charges associated with the administrative expenses on all General Fund borrowing/bonding authorized by this Town Meeting.

****Working DRAFT Warrant as of March 12, 2021****

For more information, please visit the Town's website: www.ayer.ma.us

ARTICLE 17: FUNDING FOR AQUATIC WEED CONTROL FOR TOWN PONDS

To see if the Town will vote to raise and appropriate the sum of \$30,000 for the purpose of funding the aquatic weed control program for the Town's ponds, and any incidental and related costs and expenses; or take any action thereon or in relation thereto. Funds are to be spent by June 30, 2023; unexpended funds on June 30, 2023, to close and revert to general fund balance.

Sponsor: Select Board
Finance Committee:

Simple Majority Vote Required

Explanatory Note: Funding from this Article will be used by the Conservation Commission for the purposes of the aquatic weed control of the Town's ponds.

ARTICLE 18: FUNDING FOR CONSERVATION FUND

To see if the Town will vote to raise and appropriate the sum of \$5,000 for the purpose of funding the Town's Conservation Fund established pursuant to the provisions of G.L. c. 40, §8C, or take any action thereon or in relation thereto.

Sponsor: Select Board
Finance Committee:

Simple Majority Vote Required

Explanatory Note: This Article would fund \$5,000 into the Town's Conservation Fund established by Town Meeting and administered by the Conservation Commission for the purposes of acquiring conservation land in the Town.

ARTICLE 19: MATCHING FUNDING FOR FIREFIGHTERS GRANT

To see if the Town will vote to raise and appropriate the sum of \$5,000 as matching funds for a Federal Assistance to Firefighters Grant; or take any action thereon or in relation thereto.

Sponsor: Select Board
Finance Committee:

Simple Majority Vote Required

Explanatory Note: This Article would fund the required \$5,000 in matching funds for a FY 2022 Federal Assistance to Firefighters Grant. These funds will only be required if the grant submission is successful.

ARTICLE 20: FUNDING OF THE RESERVE FUND FOR FUTURE PAYMENTS OF ACCRUED LIABILITIES FOR COMPENSATED ABSENCES

******Funding amount subject to review/revision/finalization by the Select Board by April 6, 2021******

To see if the Town will vote to transfer from free cash the sum of \$50,000 for funding the Town's reserve fund in accordance with MGL Chapter 40, Section 13D for future payments of accrued

****Working DRAFT Warrant as of March 12, 2021****

For more information, please visit the Town's website: www.ayer.ma.us

liability for compensated absences due to employees of the Town of Ayer upon termination of their employment; or take any action thereon or in relation thereto.

Sponsor: Select Board

Finance Committee:

Simple Majority Vote Required

Explanatory Note: This Article would fund the reserve fund previously established by the 2020 Annual Town Meeting in the amount of \$50,000.

ARTICLE 21: FORWARD FUNDING OF THE TOWN'S PENSION ASSESSMENT

******Funding amount subject to review/revision/finalization by the Select Board by April 6, 2021******

To see if the Town will vote to transfer the sum of \$300,000 from free cash for the purposes of forward funding the Town's pension assessment from the Middlesex County Retirement System; or take any action thereon or in relation thereto.

Sponsor: Select Board

Finance Committee:

Simple Majority Vote Required

Explanatory Note: This Article would forward fund the Town's pension assessment from the Middlesex County Retirement System in the amount of \$300,000 for the purposes of realizing estimated future savings. Additional payments of \$300,000 for two successive years (of which this is the first) will provide an estimated savings of \$1.3 million dollars through full funding in 2035. Brief presentation to be made at Town Meeting.

ARTICLE 22: STABILIZATION FUND

******Funding amounts subject to review/revision/finalization by the Select Board by April 6, 2021******

To see if the Town will vote transfer \$795,607 from Free Cash or such other sum or sums of money, with \$5,607 to be credited to the Stabilization Fund under the provisions of Chapter 40, Section 5B of the General Laws, and \$790,000 to be credited to the Capital Stabilization Fund per the Town's Financial Policies; or take any action thereon or in relation thereto.

Sponsor: Board of Selectmen

Finance Committee: Recommends

Simple Majority Vote Required

Explanatory Note: This Article transfers \$5,607 from Free Cash into the Town's Stabilization Fund and transfers \$790,000 into the Town's Capital Stabilization Fund for a total transfer of \$5,607.

****Working DRAFT Warrant as of March 12, 2021****

For more information, please visit the Town's website: www.ayer.ma.us

COMMUNITY PRESERVATION ACT ARTICLES

ARTICLE 23: COMMUNITY PRESERVATION ACT

******Amounts to be provided by the CPC by April 2, 2021******

To see if the Town will hear and act on the report of the Community Preservation Committee on the Fiscal Year 2022 Community Preservation Act budget, and appropriate from the estimated FY 2022 Community Preservation Fund revenues:

- A sum of money equal to five percent, and not to exceed \$_____ to meet the administrative expenses and all other necessary and proper expenses of the Community Preservation Committee for Fiscal Year 2022.

And further, to reserve for future appropriation from the estimated FY 2022 Community Preservation Fund revenues the following sums of money, as recommended by the Community Preservation Committee, for each of the following purposes:

- A sum of money equal to \$_____ more or less, for acquisition, creation and preservation of open space excluding land for recreational use, and
- A sum of money equal to \$_____ more or less, for acquisition, preservation, restoration and rehabilitation of historic resources, and
- A sum of money equal to \$_____ more or less, for acquisition, creation and preservation and support of community housing.

And the remainder sum of \$_____ for the Community Preservation FY 2021 Budgeted Reserve.

Or take any action thereon or in relation thereto.

Sponsor: Community Preservation Committee

Select Board:

Finance Committee:

Simple Majority Vote Required

Explanatory Note: Disbursement required by the Commonwealth of Massachusetts under M.G.L. Chapter 44B for the estimated FY 2022 Community Preservation Fund revenues.

ARTICLE 24: COMMUNITY PRESERVATION FUND FY 2022 TRANSFER OF FUNDS

******Amounts to be provided by the CPC by April 2, 2021******

To see if the Town will vote to transfer from Community Preservation Fund FY 2022 estimated annual revenues, the sum of \$_____ to be added to the amount appropriated for the Community Preservation Committee FY 2022 administrative expenses under Article 23 of this Annual Town

****Working DRAFT Warrant as of March 12, 2021****

For more information, please visit the Town's website: www.ayer.ma.us

Meeting, such sum to be used for due diligence, including title searches and related administrative tasks, for potential open space acquisitions; or take any action thereon or in relation thereto.

Sponsor: Community Preservation Committee

Select Board:

Finance Committee:

Simple Majority Vote Required

Explanatory Note: Due diligence for future appropriations by the Community Preservation Committee for general open space purposes.

GENERAL BUSINESS AND BYLAW ARTICLES

ARTICLE 25: TIF (Tax Incremental Finance Agreement) – CATANIA-SPAGNA CORPORATION AND JAR REALTY CORPORATION

******Article placeholder subject to approval of TIF Agreement by the Select Board, scheduled for March 16, 2021.******

To see if the Town will vote, pursuant to Massachusetts General Law Chapter 40, Section 59, and Chapter 23A, Sections 3A through 3F, and the applicable regulations thereunder, to: approve a Tax Increment Financing Agreement (“TIF” Agreement”) between the Town, Catania-Spagna Corporation and JAR Realty Corp., for property owned and operated at 1 Nemco Way, which TIF Agreement provides for property tax exemptions at the exemption rate schedules set forth therein; and authorize the Select Board to execute the TIF Agreement and approve submission to the Massachusetts Economic Assistance Coordinating Council (EACC) of the TIF Agreement and any Economic Development Incentive Program (EDIP) “Local Incentive Only Application” for EACC approval, and any necessary documents related thereto, all relating to the project as described in the TIF Agreement; and relatives submissions; and to take such action as are necessary or appropriate to obtain EACC approval, implement those documents, and carry out the purposes of this Article; or take any action thereon or in relation thereto.

Sponsor: Select Board

Simple Majority Vote Required

Finance Committee:

Explanatory Note: TIF Agreement approved by the Select Board on _____ subject to approval of Town Meeting. TIF Agreement can be found at _____. Presentation to be made at Town Meeting

ARTICLE 26: TRANSFER OF THE WOODLAWN CEMETERY TO THE TOWN OF AYER

To see if the Town will vote to acquire and accept, by donation, from the Woodlawn Cemetery Company, all of the real property known as the Woodlawn Cemetery, located at 0 Harvard Road, Ayer, and shown as Parcel 35-51, and described in a deed dated February 25, 1924, recorded with the Middlesex South Registry of Deeds in Book 4708, Page 1; and further, to acquire and accept, by

****Working DRAFT Warrant as of March 12, 2021****

For more information, please visit the Town’s website: www.ayer.ma.us

donation, all of the personal property, funds and accounts of said Woodlawn Cemetery Company owned, maintained and used in connection with the ownership and operation of the Woodlawn Cemetery; and to authorize the Board of Selectmen to take all actions and execute all documents necessary and appropriate for said acquisition and acceptance, or take any action thereon or in relation thereto.

Sponsor: Select Board

Simple Majority Vote Required

Explanatory Note: This Article would authorize the Select Board to acquire the Woodlawn Cemetery by donation from the Woodlawn Cemetery Company to include all personal property, funds, and accounts. Presentation to be made at Town Meeting.

ARTICLE 27: AFFORDABLE HOUSING TRUST BYLAW

******Article Under Development by the Affordable Housing Committee. Due by April 2, 2021******

ARTICLE 28: JONTHAN DRIVE CROSS-COUNTRY WATER MAIN EASEMENT VOTE IN SUPPORT OF ARTICLE 97 LAND DISPOSITION (DCR RAIL TRAIL)

******Article Under Development and Review by the Town Engineer and Town Counsel. Due by April 2, 2021******

To see if the Town will vote to authorize the Select Board to acquire by gift, purchase or otherwise, a water line easement on a certain parcel of land off Jonathan Drive, shown as "20' Wide Water Easement" containing 1,940 square feet, located on a Department of Conservation & Recreation rail trail, shown as land of Boston & Maine Railroad on a plan entitled "Easement Plan of Land in Ayer, Mass. Prepared For: Town of Ayer Public Works Department," dated September 13, 2017, prepared by GPR Engineering Solutions for Land & Structures, recorded with the Middlesex South Registry of Deeds as Plan 886 of 2017, and, further, to authorize the Select Board to submit a petition to the General Court to permit the foregoing acquisition under Article 97 of the Amendments to the Massachusetts Constitution and to enter into any and all agreements and take any and all actions necessary or appropriate to effectuate the foregoing purposes; or take any action thereon or in relation thereto.

Sponsor: Select Board

Simple Majority Vote Required

Note: The Town is proposing to "loop" the water main between Jonathan Drive and Riley Jayne Farm Subdivision, providing a redundant connection and increased water quality/flow in the northwest portion of Ayer. The "loop" is cross-country, traversing under the DCR Rail Trail. An easement is required with DCR and the Rail Trail is Article 97 Land. In accordance with the Article 97 Land Disposition Policy, Town Meeting Vote for support of the Article 97 disposition (i.e., the water utility easement) is required.

****Working DRAFT Warrant as of March 12, 2021****
For more information, please visit the Town's website: www.ayer.ma.us

ARTICLE 29: NPDES PHASE II STORMWATER BYLAW

******Article Under Development and Review by the Town Engineer and Town Counsel. Due by April 2, 2021******

Note: This Article would revise the Stormwater Bylaw to meet the regulatory requirements of the MS4 Permit and changes to land disturbance thresholds to better protect water quality in Ayer.

ARTICLE 30: ILLICIT DISCHARGE TO MUNICIPAL STORM DRAIN SYSTEM BYLAW UPDATES

******Article Under Development and Review by the Town Engineer and Town Counsel. Due by April 2, 2021******

Note: This Article would revise the Stormwater Bylaw to meet the regulatory requirements of the MS4 with respect to the Town's storm drain system and illicit discharges.

ARTICLE 31: STREET ACCEPTANCE: TREVOR TRAIL

******Article Under Development and Review by the DPW and Town Counsel. Due by April 2, 2021. Street acceptance is subject to Town Meeting Approval upon favorable recommendation by the Planning Board in consultation with ******

CITIZENS PETITIONS

(None as of March 12, 2021)

(The Deadline for all Citizens Petitions to the Town Clerk is 12pm, Friday, April 2, 2021)

A True Copy Attest:

Susan E. Copeland
Town Clerk

Date:

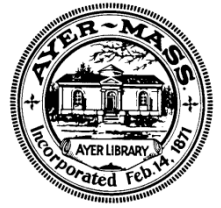
As directed in the foregoing warrant, I have this day posted three attested copies in three public places, one of which was the Town Hall at least fourteen days before said meeting, all as herein directed.

Constable

Date:

******Working DRAFT Warrant as of March 12, 2021******
For more information, please visit the Town's website: www.ayer.ma.us


**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

To: Select Board
Robert A. Pontbriand, Town Manager

From: Carly M. Antonellis, Assistant Town Manager 

Date: March 12, 2021

Re: Town Manager's Report 3/16/21 Select Board Meeting Items 4 & 6

Item #4 - Reserve Fund Transfer Request - General Insurance

I am respectfully requesting that the Select Board approve the attached Reserve Fund Transfer Request in the amount of \$23,000 for General Insurances Account (01193). These funds will pay the outstanding amount due on the Worker's Compensation audit of approximately \$11,500 and the \$10,000 deductible for 111F (Police and Fire Accident) insurance. The amount owed for the workers comp audit was determined after the FY '21 budget was prepared; the deductible for the 111F was known, however there were limited to no claims at the time of budget preparation.

Item #6 - Discharge of Statement of Claim - 128 Washington Street

I am respectfully requesting that the Select Board approve the attached Discharge of Statement of Claim for 128 Washington Street. As you'll remember in 2017 the Town paid over \$20,000 to have the structures located at 128 Washington Street boarded and secured due to a several violations of the State Sanitary Code. This remedial work also included the removal of an excess of debris and trash located on the exterior of the property. The then Board of Selectmen, placed a lien on the property, recorded at the Middlesex South Registry of Deeds Book 69667 Page 95, in the amount of \$22,672.50 (clean-up costs) + \$124.50 (recording fee) with 6% annual interest. The total now owed to the Town through December 31, 2020 was \$27,600.75. On your December 1, 2020 meeting, the Select Board committed this lien to the tax rolls, to be included on the FY '2021 Quarter 3 tax bills. I am happy to report that the lien was paid by the lender on February 26, 2020; therefore, I am requesting you to approve the Discharge of Statement of Claim.

Thank you for your consideration of these requests.

RESERVE FUND TRANSFER REQUEST

Section I (Completed by Elected Official or Department Head)

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

1. Amount requested: \$23,000.00
2. To be transferred to:
 - A. Account Name General Insurances
 - B. Account #: 01193-
3. Present balance in budget \$1,362.00 (see attached)
4. The amount requested will be used for (please attach supporting information):
to pay the outstanding amount due on the workers comp audit of approximately \$11,500 and the deductible for the 111F insurance totaling \$10,000
5. The expense is extraordinary or unforeseen for the following reason(s):
The amount owed for the workers comp audit was determined AFTER the FY21 budget was prepared; the deductible for the 111F was known, however there were limited to no claims at the time of budget preparation

Date _____

Elected Official or Department Head

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

Transfer Approved: YES ☐ NO ☐

Amount Approved: \$ _____

Date of Meeting: _____ Number Present/Voting _____

Chairman

Section III Action by Finance Committee

Transfer Approved: YES ☐ NO ☐

Amount Approved: \$ _____

Date of Meeting: _____ Number Present/Voting _____

Chairman

DISCHARGE OF
STATEMENT OF CLAIM

For consideration of Twenty-Seven Thousand Six Hundred and 75/100 (\$27,600.75) Dollars paid, the Town of Ayer, by and through its Select Board, hereby discharges and releases the Statement of Claim, dated June 29, 2017, recorded with the Middlesex South District Registry of Deeds in Book 69667, Page 95, affecting the real property of Hugh Ernise, located at 128 Washington Street, Ayer, Middlesex County, Massachusetts, more particularly described in a deed recorded with said Registry of Deeds in Book 51674, Page 303.

[Signature Page Follows]

Executed under seal as of the ____ day of March, 2021.

TOWN OF AYER,
By Its Select Board

Shaun C. Copeland, Chair

Scott A. Houde, Vice Chair

Jannice L. Livingston, Clerk

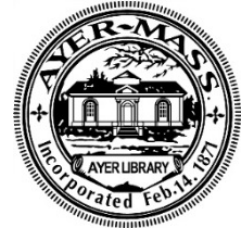
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of March, 2021, before me, the undersigned Notary Public, personally appeared the above-named _____, member of the Ayer Select Board, who proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her/them voluntarily for its stated purpose and as the free act and deed of the Town of Ayer.

Notary Public
My Commission Expires:

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



Broadcast and Recorded by APAC

Wednesday January 27, 2021
Public Online Budget Forum -Open Session Meeting Minutes

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

Fin Com Present: Patrick Diamond, Chair; Mark Smith, Vice-Chair; Matthew Selby; Lou Conrad; Terry Harvell
All Via Remote Participation

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

Select Board Call to Order: S. Copeland called the meeting to order at 6:02 PM.

Remote Access: S. Copeland stated that pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, MGL Chapter 30A, Section 18 and the Governor's March 15, 2020 Order imposing strict limitations on the number of people that may gather in one place, this meeting of the Ayer Board of Selectmen is being conducted via remote participation. No in-person attendance of members of the public will be permitted, but every effort has been made to ensure that the public can adequately access the proceedings as provided in the Order. All votes will be taken by Roll Call.

Finance Committee Call to Order: P. Diamond called the meeting to order at 6:02 PM.

R. Pontbriand was joined by Finance Manager Lisa Gabree and all Town Department Heads. R. Pontbriand stated that this evening's meeting would be a high-level initial look at the FY '22 budget beginning on July 1, 2021. He stated that the Capital Budget process is near completion and will be posted on the Town's website shortly. He then presented several of the Town of Ayer's successes relating to the budget including, but not limited to 2020 Free Cash is estimated to be \$1,000,000; \$2.5M in the stabilization fund and \$1.9M in capital stabilization. He also noted that the Town's bond rating is AA+/Stable, which is the second to the highest level possible. R. Pontbriand then showed a 20-year history on the following accounts: Free Cash, Stabilization and Capital Stabilization.

He is recommending that the FY '22 Reserve Fund be increased by \$150,000 to \$300,000 for unforeseen costs due to uncertainty caused by the COVID-19 pandemic. He stated there is still a lot of volatility at this time and he sees this as a proactive measure in the event there are unforeseen costs due to COVID-19. This would be a onetime increase for FY '22.

The Town's expenses for COVID-19 since early 2020 have been \$180,000 for overtime, employee testing, personal protective equipment, cleaning/sanitization and telecommuting equipment costs.

At this point the FY '22 omnibus is at a 4.65% increase. It is a level services budget, there are no positions being funded by the omnibus budget. There are still some major unknown factors in the budget: school assessments,

health insurance rates, police/dispatch union R. Pontbriand and L. Gabree continue to review and refine the budget.

R. Pontbriand stated that all municipalities are in the business of providing services, therefore the largest expense in the omnibus budget is wages and benefits. R. Pontbriand presented the Town's revenue sources: 84% come from the tax levy, 7.4% in local receipts, 3.2% from free cash and 2.8% in state aid.

R. Pontbriand then stated that public support and involvement is key in the budget approval process. He stated that all relevant information can be found at ayer.ma.us/town-manager/2022-budget. He stated that if there is information you are looking for is not listed on this page to contact his office.

There were no questions from the Select Board nor the Finance Committee. There were no questions from the public.

Fin Com Adjournment:

Motion: A motion was made by M. Smith and seconded by M. Selby to adjourn at 6:37 PM. **By Roll Call:** P. Diamond, aye; M. Selby, aye; M. Smith, aye; L. Conrad, aye; Terry Harvell, aye. **Motion passed by Roll Call Vote 5-0.**

Select Board Adjournment:

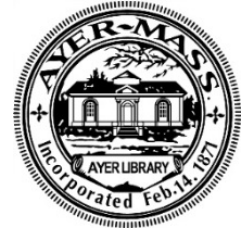
Motion: A motion was made by J. Livingston and seconded by S. Houde to adjourn at 6:37 PM. **By Roll Call:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 3-0.**

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

Date Minutes Approved by BOS: _____

Signature Indicating Approval: _____

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



Broadcast and Recorded by APAC

Thursday February 18, 2021
Open Session Meeting Minutes

SB Present: Scott A. Houde, Vice-Chair; Jannice L. Livingston, Clerk
Both Via Remote Participation

SB Absent: Shaun C. Copeland, Chair

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

Call to Order: S. Houde called the meeting to order at 5:01 PM.

Remote Access: S. Houde stated that pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, MGL Chapter 30A, Section 18 and the Governor's March 15, 2020 Order imposing strict limitations on the number of people that may gather in one place, this meeting of the Ayer Board of Selectmen is being conducted via remote participation. No in-person attendance of members of the public will be permitted, but every effort has been made to ensure that the public can adequately access the proceedings as provided in the Order. All votes will be taken by Roll Call.

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

Approval of Meeting Agenda: R. Pontbriand is requesting to remove #2 from the DPW Superintendent's Report "MOA for Wastewater Discharge Permit – Nasoya Foods".

Motion: A motion was made by J. Livingston and seconded by S. Houde to approve the meeting agenda, as amended. **Roll Call:** S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 2-0.**

Announcements: None

Public Input: None

Alan Manoian, Director, Community & Economic Development: *Presentation of Citations for Ayer Sesquicentennial Celebration* – A. Manoian presented four official citations from the Massachusetts Legislature, the Governor, Congresswoman Lori Trahan and the USS Constitution Flag Raising Ceremony congratulating Ayer on celebrating their Sesquicentennial Celebration. The SB was also joined by State Senator Jamie Eldridge who offered congratulatory remarks.

Catania Spagna Proposed Expansion, 1 Nemco Way: - The SB was joined by Catania Spagna CEO Anthony Basile, Chief Finance Officer Mike Coutu and Lynn Tokarczyk from Government Tax Incentives Consultant from Business Development Strategies, Inc. to discuss a proposed expansion at Catania Spagna located at 1 Nemco Way. The company gave a brief presentation of the company's history and plans to construct a 50,000 +/- sq. ft addition to expand its bottling capabilities. The project investment is estimated at \$14.4 million dollars, including \$6.3 million in construction costs, \$2.6 million for infrastructure costs and \$5.5 million in personal

property. Catania Spagna has submitted a Massachusetts Economic Development Incentive Program (TIF) Intent Letter to the Town of Ayer. R. Pontbriand explained the process of the TIF, saying that the Select Board would need to endorse the TIF and it would then be submitted on the Annual Town Meeting Warrant. If the article is successful at Town meeting, then it would need State approval. J. Livingston stated that she looked forward to continuing the conversation and viewed this as a positive for the Town.

Alicia Hersey, Program Manager, Community Development Office: *Affordable Housing Trust Bylaw Update* – A. Hersey stated that in 2020 Fall Town Meeting approved the creation of an Affordable Housing Trust. Since that time, bylaws have been drafted and will be presented to the Annual Town Meeting in April. There will be a Public Input Session on February 24, 2021. After Town Meeting, the Housing Trust will be looking for members to serve on the trust. There will be 7 members - 1 from the SB, 1 from the Planning Board, 1 from the CPC, and 1 from the Affordable Housing Committee and the remaining seats will be At-Large.

Mark Wetzel, Superintendent, Department of Public Works: *Street Opening and Driveway/Accessway Permit Regulations* – M. Wetzel stated that on Jan. 19th, he presented the DRAFT regulations. They were then posted on the Town's website for comments/questions. He is requesting approval by the Select Board. J. Livingston asked if there was any confusion from anyone. M. Wetzel stated that he fielded a few questions but explained there were just making updates and nothing substantive was changing.

Motion: A motion was made by S. Houde and seconded by J. Livingston to approve the Street Opening and Driveway/Accessway Permit Regulations. **Roll Call:** S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 2-0.**

Execution of Contract - Wastewater Treat. Plant Alum Flow Pacing – M. Wetzel stated that General bids for the Alum Flow Pacing Improvement Project at the Ayer Wastewater Treatment Plant were received at the DPW on December 10, 2020. The Town received four (4) bids ranging from \$97,500.00 to \$135,000.00. The low bidder is Weston & Sampson CMR, Inc. from Reading, MA. This project is required by the US EPA to meet the NPDES permit requirements for the Ayer Wastewater Treatment Plant. M. Wetzel is recommending executing the contract with Weston & Sampson CMR, Inc. for \$97,500.00 for signature by the Board.

Motion: A motion was made by J. Livingston and seconded by S. Houde to approve the contract between the Town of Ayer and Weston and Sampson CMR, Inc. in the amount of \$97,500 for signature by the Board. **Roll Call:** S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 2-0.**

Spectacle Pond Well 1A Replacement Well Change Order 1 – M. Wetzel presented Change Order 1 for the construction of the replacement well for Spectacle Pond Well 1A. The replacement is required for two reasons: there is holes in the well casing and the well needs to be relocated to site the new PFAS treatment Plant. This change order was requested to change the piping connection from the new well to the existing transmission pipe. The change order is for \$9,452.00 increasing the contract amount to \$271,452. M. Wetzel is recommending approval of Change Order No.1 for Spectacle Pond Well 1A Replacement Well with Dankris Builders, Inc. in the amount of \$9,452.00 for signature by the chair.

Motion: A motion was made by S. Houde and seconded by J. Livingston to approve Change Order 1 between the Town of Ayer and Dankris Builders in the amount of \$9,452. **Roll Call:** S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 2-0.**

Grove Pond PFAS Treatment Facility Change Order 2 – M. Wetzel presented Change Order 2 for the Grove Pond Water Treatment Plant PFAS Treatment Facility project. This Change Order includes additional work for the electrical grounding system (\$1,862) required by the electrical code and a credit for the final cost to install the automatic backwash valves (\$-19,669) for a total change order credit amount of \$17,957. He is recommending that the Select Board vote to execute Change Order 2 with Winston Builders.

Motion: A motion was made by J. Livingston and seconded by S. Houde to approve Change Order 2 between the Town of Ayer and Winston Builders in the amount of \$17,957. **Roll Call:** S. Houde, aye; J. Livingston, aye.
Motion passed by Roll Call Vote 2-0.

Wastewater Treatment Plant Upgrade Change Order 2 – M. Wetzel presented Change Order 2 for the Wastewater Treatment Plant Upgrade project that is nearing completion. The change order totals \$12,378.00 and is for additional work to upgrade the fire alarm system to meet the Ayer Fire Department requirements. He is recommending that the Select Board vote to execute Change Order 2 with Winston Builders Corp. for the Wastewater Treatment Plant Upgrade Project in the amount of \$12,378.00 for signature by the Board.

Motion: A motion was made by J. Livingston and seconded by S. Houde to approve Change Order 2 between the Town of Ayer and Winston Builders in the amount of \$12378 for signature by SB. **Roll Call:** S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 2-0.**

Proposal for DPW Assistant Supt. for Water & Wastewater and Part Time Clerk - M. Wetzel gave a brief presentation on a proposal for two additional positions in next year's budget to be funded through the water and sewer enterprise funds. The first position is DPW Assistant Superintendent. M. Wetzel stated that the Town of Ayer provides water and sewer services to over 90% of residents and businesses and is dealing with an aging infrastructure. He also noted that there has been a dramatic increase in regulatory requirements and reporting from both the federal and state governments. This position would focus primarily on Water and Wastewater operations. He is proposing that the position be graded at Step 14, with a salary range from \$85K to \$108K. The other position is for an Assistant Water & Sewer Billing Clerk, 19 hours a week. M. Wetzel explained that all water and sewer billing is done by the DPW Business Manager with little back-up support. This will allow for succession planning and will provide a back up person in DPW billing. He is recommending that the Clerical Union position be Graded in Step 3 in the Clerical Union CBA.

J. Livingston stated that the Rate Review Committee will look at these again next week. She feels that the positions are needed and in the long-term these positions will be beneficial for the Town.

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.

COVID-19 Update – R. Pontbriand stated that the things remain status quo. Ayer is still listed as red on the State's map. He and other Town Manager's from the Nashoba Valley Region are focusing on local deployment of the COVID-19 vaccine. He and his colleagues are advocating at the state level to have a regional vaccine site in Devens.

FY '22 Non-Union Cost of Living (COLA) Recommendation – R. Pontbriand stated that each year he makes a recommendation regarding a COLA for non-union, elected officials and call firefighters. If endorsed by the SB, it will be included in the FY '22 omnibus budget and will need Town Meeting approval. R. Pontbriand was joined by Benefits and Payroll Director Kevin Johnston. K. Johnston stated that the Town continues to use 6 key metrics in making a recommendation: the CPI for Boston-Cambridge-Newton area; the Federal Reserve Bank of Boston Monthly Update; survey from neighboring communities; survey from the Massachusetts Municipal Human Resources Association listserv; Social Security benefits and Ayer's Collective Bargaining Agreements. Based on the research, R. Pontbriand is recommending a 2% increase COLA for non-union, elected officials and call firefighters, resulting in about \$40,000. S. Houde asked why there was such a difference between the CPI (.7%) and the Federal Reserve (2.1%). K. Johnston stated that the CPI weights many different sectors of the economy with significant decreases in energy, recreation, apparel. Due to COVID-19, not all data points have been collected for the CPI.

Motion: A motion was made by S. Houde and seconded by J. Livingston to approve a 2% Cost of Living Recommendation for non-union employees, elected officials and call firefighters. **Roll Call:** S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 2-0.**

Discussion on the Transfer of the Woodlawn Cemetery to the Town – R. Pontbriand was joined by Rick Sczoklyas and Ms. Ginny Matthews who are current members of the Woodlawn Cemetery Trustees. The cemetery was incorporated in the 1830s. The trustees approached the Town with a request to transfer the cemetery to the Town of Ayer. If successful, the Woodlawn Cemetery would be under the care and custody of the Town of Ayer. He noted that the Town's Master Plan identified the need for a municipally run cemetery. Town Meeting would have to authorize the Select Board to proceed with the Woodlawn Trustees to proceed with the transfer. All property and funds would be transferred to the Town. He is looking to bring this forward at the April 2021 Annual Town Meeting. S. Houde asked what Departments of the Town would take on the additional duties of running a cemetery. R. Pontbriand stated that he envisions the Finance Manager, the DPW and the Town Clerk's Office.

FY '22 Budget and Annual Town Meeting Update – R. Pontbriand stated that DRAFT #2 of the Omnibus Budget has been completed and will be put on the Town's website. The initial budget was a 4.9% increase and with DRAFT #2 is down to approximately 2.9%. He reminded the SB that the warrant closes at 12:00 PM on Friday April 2, 2021.

New Business/Selectmen's Questions: S. Houde stated that he would like to reengage with the Scouts in Ayer. Previously, before COVID-19, the SB would invite the Scouts to meetings to recognize various accomplishments.

Approval of Meeting Minutes: A motion was made by J. Livingston and seconded by S. Houde to approve the Meeting Minutes from February 2, 2021. **Roll Call:** S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 2-0.**

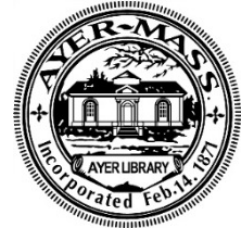
Adjournment: A motion was made by J. Livingston and seconded by S. Houde to adjourn at 6:40PM. **Roll Call:** S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 2-0.**

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

Date Minutes Approved by BOS: _____

Signature Indicating Approval: _____

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



Broadcast and Recorded by APAC

Tuesday March 2, 2021
Open Session Meeting Minutes

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

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

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

Remote Access: S. Copeland stated that pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, MGL Chapter 30A, Section 18 and the Governor's March 15, 2020 Order imposing strict limitations on the number of people that may gather in one place, this meeting of the Ayer Board of Selectmen is being conducted via remote participation. No in-person attendance of members of the public will be permitted, but every effort has been made to ensure that the public can adequately access the proceedings as provided in the Order. All votes will be taken by Roll Call.

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

Approval of Meeting Agenda:

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

Moment of Silence: The SB and meeting attendees observed a Moment of Silence in memory of Mr. Ted Januskiewicz who passed away Saturday February 27, 2021.

Announcements: S. Copeland made the following announcements:

- The Second Public Budget Forum will take place on Monday, March 8, 2021 at 6pm on Zoom.
- The FY 2022 Public Hearing regarding the FY 2022 Water, Sewer and Solid Waste Rates will take place on Tuesday, March 16, 2021 at 6pm on Zoom as part of the Select Board Meeting that evening.
- Censuses are due the end of January. Please be sure to send into Clerk's office.
- Last Day to License your dog is March 31, 2021.
- Nomination Papers are available for the May 11, 2021 Town Election. The last day to request nomination papers is Friday, March 19th, 2021, at 12:00 PM. The last day to submit nomination papers is Monday, March 22nd, 2021, at 4:00 PM.
- The last day to submit Citizen's Petitions to the Clerk's office is Friday, April 2nd, 2021 at 12pm.

Public Input: None

Public Hearing – Transfer of Section 12 All Alcohol License – Nashoba Restaurant, Inc. to Nashoba Club, Inc. – 14 Central Avenue: J. Livingston opened the public hearing by reading the public hearing notice as advertised in the Nashoba Valley Voice on Friday February 19, 2021. Attorney Dan Tenczar and applicant Robert Julian were in attendance. J. Livingston asked why the Board was being asked to consider the transfer. Attorney Tenczar stated that the Julian's were in the process of purchasing the Nashoba Club business and

building from the Rakip family. He stated that the Julian's are very excited to be a part of Ayer. They are looking to keep the business model as is.

Motion: A motion was made by S. Houde and seconded by J. Livingston to approve the Section 12 Liquor License Transfer request and the Common Victualler Transfer request from Nashoba Restaurant, Inc. to Nashoba Club, Inc. **Roll Call:** S. Houde, aye; J. Livingston, aye; S. Copeland, aye. **Motion passed by Roll Call Vote 3-0.**

Motion: A motion was made by J. Livingston and seconded by S. Houde to close the Public Hearing at 6:12 PM. **Roll Call:** S. Houde, aye; J. Livingston, aye; S. Copeland, aye. **Motion passed by Roll Call Vote 3-0.**

Recognition of Promoted Public Safety Personnel: *Ayer Police Department & Ayer Fire Department* –Police Chief William A. Murray recognized newly appointed Sergeant Andrew Kularski and Fire Chief Timothy P. Johnston recognized newly appointed Deputy Fire Chief Jeremy Januskiewicz, newly appointed Captain Dave Greenwood and newly appointed Firefighter Zachary Broderick. The Select Board congratulated all newly promoted employees.

Ms. Alicia Hersey, Program Manager, Community Development Office: *Presentation of Draft Housing Production Plan by MRPC with the Ayer Planning Board* – The Select Board was joined by the Planning Board for a presentation by MRPC relating to the creation of the Ayer Housing Production Plan (HPP).

Planning Board Call to Order: G. Tillotson called the Planning Board to Order at 6:18 PM. (Planning Board members present via remote participation were Geof Tillotson, Ken Diskin, Julie Murray, Johnathan Kranz and Nathan King).

Blair Haney from MRPC made a presentation of the Town's Housing Production Plan as developed with the Town's Affordable Housing Committee. The presentation highlighted various housing demographic trends for the Town, most notably an increase in the aging population. Additionally, the HPP makes various policy considerations and recommendations for the future of housing in the Town.

Planning Board and Select Board members asked questions of MRPC and had general discussion. A. Hersey stated that she was asking both boards to endorse the HPP this evening. A. Hersey and K. Diskin stated that the Affordable Housing Committee was instrumental in editing the plan and endorse it.

Planning Board Motion: A motion was made by J. Kranz and seconded by J. Murray to approve the Housing Production Plan as presented. **Roll Call:** J. Murray, aye; N. King, aye; K. Diskin, aye; J. Kranz, aye; G. Tillotson, aye. **Motion passed by Roll Call Vote 5-0.**

Select Board Motion: A motion was made by J. Livingston and seconded by S. Houde to approve the Housing Production Plan as presented. **Roll Call:** S. Houde, aye; J. Livingston, aye; S. Copeland, aye. **Motion passed by Roll Call Vote 3-0.**

Pauline Conley, 40 Cambridge Street stated that 40B aren't all bad and that the Town has the Willows, which is a 40B project, which was approved 10 years ago. She encouraged members to look back to that process, as it was a good project.

Janet Providakes, 1 Briliana Court thanked all involved.

Planning Board Motion: A motion was made by K. Diskin and seconded by N. King to adjourn at 7:14 PM. **Roll Call:** J. Murray, aye; N. King, aye; K. Diskin, aye; J. Kranz, aye; G. Tillotson, aye. **Motion passed by Roll Call Vote 5-0.**

Town Manager's Report: *Administrative Update/Review of Town Warrant(s)* - R. Pontbriand provided the Select Board with an update on the various activities, initiatives, and projects of the Administration since the Select Board last met. He also provided a list of signed Town Warrants in the meeting packet. He stated that the main focus of the Administration is the FY '22 budget and preparing for the Annual Town Meeting.

Appointments – Commission on Disabilities – A. Manoian is recommending four candidates to be appointed to the Disabilities Commission: Caitlin Gamache, Laura Warner, David Cibor and Ava Sheriff. He noted that this will be the first time in 15 years that there has been a full committee. R. Pontbriand is recommending the following terms: Caitlin Gamache to fill a vacant three-year term which expires on June 30, 2021; Laura Warner to fill a vacant three-year term which expires on June 30, 2021; David Cibor to fill a vacant three-year term which expires on June 30, 2021; Ava Sheriff to fill a vacant three-year term which expires on June 30, 2023.

S. Houde asked what the Commission would be working on. R. Pontbriand stated that every city and town, by statute has a Commission on Disabilities to comply with and support the American Disabilities Act. They will be reviewing and assisting to update the ADA Plan as necessary.

Motion: A motion was made by S. Houde and seconded by J. Livingston to appoint Caitlin Gamache, Laura Warner, David Cibor and Ava Sheriff (terms noted above) to the Commission on Disabilities. **Roll Call:** S. Houde, aye; J. Livingston, aye; S. Copeland, aye. **Motion passed by Roll Call Vote 3-0.**

COVID-19 Update – R. Pontbriand noted that the Town has been downgraded to a yellow community on the State's COVID-19 map. He, and his colleagues from the region, continue to lobby the Governor to establish a regional clinic in the Nashoba Valley area. He is asking the Select Board to support a resolution to establish a regional vaccine site.

Motion: A motion was made by J. Livingston and seconded by S. Houde to approve a resolution supporting a Nashoba Valley Regional Vaccination Site. **Roll Call:** S. Houde, aye; J. Livingston, aye; S. Copeland, aye. **Motion passed by Roll Call Vote 3-0.**

FY '22 Budget and Annual Town Meeting Update - R. Pontbriand reported that the Town received its 2020 Certified Free Cash from the Dept. of Revenue. The General Fund Free Cash was certified at over \$1.5 million. He'll be discussing with the Bi-Board, Select Board and the Finance Committee proposed uses for Free Cash. R. Pontbriand will provide a DRAFT ATM warrant at the next SB meeting on March 16, 2021.

Vote to Approve FY '22 Capital Planning Recommendations for ATM Warrant - R. Pontbriand presented the FY '22 Capital Planning Recommendations that were included in the SB packet that is on the Town's website.

Sara Withee, 11 Groton Shirley Road stated that on Page 71 of the packet she noticed it said West Main Street/Devens Connection and that this is different than an out-of-town connection request.

Motion: A motion was made by S. Houde and seconded by J. Livingston to approve the FY '22 Capital Planning Committee recommendations. **Roll Call:** S. Houde, aye; J. Livingston, aye; S. Copeland, aye. **Motion passed by Roll Call Vote 3-0.**

DLTA Grant Letter of Support for Build Out Study – R. Pontbriand reported that Town Planner Mark Archambault will be submitting a grant to MRPC for a build out study for the Town of Ayer and is looking for the Select Board to write a letter of support. R. Pontbriand drafted a letter of support from the SB and there was consensus to proceed.

Approval of Ayer-Shirley Regional Dispatch Inter-Municipal Agreement – R. Pontbriand presented a new 3 year intermunicipal agreement to cover the period from July 1 2020 – June 30 2023. In year one, Shirley will pay \$145,000; in FY '22 \$145,000 and State 911 will pay \$38,500; in FY '23 \$145,000 and State 911 will pay \$56,000.

Motion: A motion was made by J. Livingston and seconded by S. Houde to approve the Intermunicipal Agreement with the Town of Shirley for regional dispatch. **Roll Call:** S. Houde, aye; J. Livingston, aye; S. Copeland, aye. **Motion passed by Roll Call Vote 3-0.**

New Business/Selectmen's Questions: None

Approval of Meeting Minutes: A motion was made by S. Houde and seconded by J. Livingston to approve the Meeting Minutes from February 9, 2021. **Roll Call:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 3-0.**

Adjournment: A motion was made by S. Houde and seconded by J. Livingston to adjourn at 7:41PM. **Roll Call:** S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 2-0.**

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

Date Minutes Approved by BOS: _____

Signature Indicating Approval: _____

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



Broadcast and Recorded by APAC

Monday March 8, 2021
Open Session Meeting Minutes

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

Fin Com Present: Pat Diamond, Chair; Mark Smith, Vice-Chair; Lou Conrad
All Via Remote Participation

Fin Com Absent: Matthew Selby; Terry Harvell

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

Select Board Call to Order: S. Copeland called the meeting to order at 6:01 PM.

Remote Access: S. Copeland stated that pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, MGL Chapter 30A, Section 18 and the Governor's March 15, 2020 Order imposing strict limitations on the number of people that may gather in one place, this meeting of the Ayer Board of Selectmen is being conducted via remote participation. No in-person attendance of members of the public will be permitted, but every effort has been made to ensure that the public can adequately access the proceedings as provided in the Order. All votes will be taken by Roll Call.

Finance Committee Call to Order: P. Diamond called the meeting to order at 6:02 PM.

Second FY '22 Budget Presentation: R. Pontbriand was joined by Finance Manager Lisa Gabree and all Town Department Heads. R. Pontbriand stated that this evening's meeting would be another look at the FY '22 budget beginning on July 1, 2021. He is presenting the version 3 of the DRAFT budget. He then presented several of the Town of Ayer's successes relating to the budget including, but not limited to 2020 Free Cash is estimated to be \$1,000,000; \$2.5M in the stabilization fund and \$1.9M in capital stabilization. He also noted that the Town's bond rating is AA+/Stable, which is the second to the highest level possible. R. Pontbriand then went over the revised revenue projections for 2021, noting that about 82% of the Town's revenue comes from the tax levy. Conversely, the Town receives only 3.1% of their total revenue from state aid. R. Pontbriand presented a history of the omnibus budget increases and regional school assessments, noting that the FY '22 ASRSD assessment will increase by 1.78% and the Nashoba Valley Tech assessment by 9.6%. The Nashoba Valley Tech figure is driven by enrollment.

R. Pontbriand noted that from version 2 to version 3 of the DRAFT budget includes the addition of the COA Outreach Coordinator position and 2% COLA for non-union personnel, elected officials, and call firefighters. The following items have been reduced in DRAFT 3 of the budget: fire department turnout gear has been reduced by \$10,750 (covered by CARES funding) and Town Counsel line item has been reduced by \$10,000. R. Pontbriand then presented the FY '22 Capital Budget items as recommended by the Capital Planning Committee and the Select Board. He stated that the remaining variables in the omnibus budget are the costs of the patrol

and dispatch contracts, 3 personal service contracts, and more detailed information relating to the Town's general insurances.

He again reported that the General Fund Free Cash was for FY '20 was certified at \$1.5M and presented possible uses for that amount, diverting a large portion (\$790,000) into Capital Stabilization. R. Pontbriand then highlighted the next steps in the budget process.

S. Houde asked if the forward payment for retiree benefits was paid. L. Gabree stated that it was tabled at the ATM, but paid in the fall of 2020.

S. Copeland asked when the Police and Dispatch contract negotiations would be completed. R. Pontbriand stated that he hopes to have an MOA to the SB by April 6, 2021. S. Copeland also asked if the 5% increase for the Nashoba Associated Boards of Health was standard. R. Pontbriand stated that it was.

L. Conrad asked about the Clear Gov Budget Book and he noticed that there was an increase. R. Pontbriand stated that last year was a partial invoice and this increased amount represents a full year. L. Conrad also asked about the increase in the unemployment insurance. Kevin Johnston, Benefits and Payroll Manager, stated that the increases represent known claims moving into the new fiscal year. K. Johnston also stated there were some unknown claims during this fiscal year that will carry forward.

Pauline Conley, 40 Cambridge Street asked COVID-19 impacts, stating at the last budget forum there was mention that the Town received roughly \$720,000. L. Gabree stated that amount was the total eligibility and that we are reimbursed per expenses submitted. The Town must go through MEMA first and is then eligible for CARES Act. P. Conley asked if this was related to the increase request for the reserve fund. L. Gabree said that it was part of the reason for the request; she further stated there may be some residual costs moving forward that are not covered by MEMA or the CARES Act, which is one of the reasons for the increase in the reserve fund.

P. Conley stated that the DPW Supt. was looking for 2 new positions and she thought she heard and read that there were no new positions being added. She also commented that it looks silly to only add \$5,600 in stabilization. She then asked about the DRAFT warrant. R. Pontbriand then stated that a preliminary DRAFT warrant will be in the packet for the March 16, 2021. J. Livingston noted that the two DPW positions are under the review of the Rate Review Committee and will be presented to the Select Board next week.

Adjournment: A motion was made by M. Smith and seconded by P. Diamond to adjourn at 6:50PM. **Roll Call:** P. Diamond, aye; M. Smith, aye; L. Conrad, aye. **Motion passed by Roll Call Vote 3-0.**

Adjournment: A motion was made by S. Houde and seconded by J. Livingston to adjourn at 6:51PM. **Roll Call:** S. Houde, aye; J. Livingston, aye; S. Copeland, aye. **Motion passed by Roll Call Vote 3-0.**

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

Date Minutes Approved by BOS: _____

Signature Indicating Approval: _____