

RECEIVED  
MAR 22 2023

2:50pm  
TOWN OF AYER  
TOWN CLERK  


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



**Monday March 27, 2023**

**Remote Participation Only Meeting Agenda**

*This meeting and hearing of the Ayer Select Board will be held via remote participation only, in accordance with Chapter 22 of the Acts of 2022. This meeting will be live on Zoom and Channel 8. The public may access the proceedings by joining Zoom (Meeting ID# 897 9080 0793) or by calling (929-205-6099). For additional information about remote participation, please contact Carly Antonellis, Assistant Town Manager at atm@ayer.ma.us or 978-772-8220 ext. 100 prior to the meeting.*

- 6:00 PM\***                    **Call to Order**  
Pledge of Allegiance; Review and Approve Agenda; Announcements
- Public Input**
- 6:05 PM**                    **Public Hearing – Fiscal Year 2024 Water & Sewer Rates Recommendation**
- 6:20 PM**                    **Dr. Adam Renda, Superintendent, Ayer Shirley Regional School District**  
2023 Statement of Interest (SOI) Process for new elementary school
- 6:30 PM**                    **Mark Archambault, Town Planner**  
District Local Technical Assistance Program Grant Letter of Support
- 6:35 PM**                    **Site Recommendation for Center for Active Living**
- 6:50 PM**                    **Dan Van Schalkwyk, Director, Department of Public Works**  
Execution of Easement Agreement with National Grid for Jonathan Drive Cross-Country Water Main
- 6:55 PM**                    **Ratification of Cable License with Comcast**
- 7:05 PM**                    **Town Manager’s Report**  
1. Administrative Update/Review of Town Warrant(s)  
2. Appointments – Marilyn Schmalenberger, Alternate, Zoning Board of Appeals  
3. FY '24 Budget Update  
4. DRAFT Annual Town Meeting Warrant Review  
5. Adoption of Ch. 269 of the Acts of 2022 (One-time COLA for Town Retirees)  
6. Discussion/Recommendation on Use of ARPA Funds – West Main St. Bridge  
7. Amendment #1 - Cell Tower Agreement with SBA Towers II, LLC.
- 7:25 PM**                    **New Business/Select Board Member Questions**  
DRAFT Letter Regarding Noise Issues to MassDevelopment (J. Livingston)
- 7:35 PM**                    **Approval of Meeting Minutes**  
March 7, 2023
- 7:40 PM**                    **\*\*Executive Session pursuant to M.G.L. c.30A, sec. 21A**  
Exemption #3 (Union Negotiations) Ratification of TH/Clerical Union Contract MOA

*\*Agenda Times are approximate and do not constitute exact times  
\*\* The Select Board will adjourn at the conclusion of the Executive Session.*

*The next regularly scheduled meeting of the Select Board is at 6:00 PM on Tuesday April 4, 2023. The meeting is being held both in-person and via remote participation. The April 24, 2023 Annual Town Meeting Warrant and FY '24 Budget will be considered for approval at this meeting.*



# FY 2024 Water and Sewer Rate Hearing

Town of Ayer  
Rate Review Committee  
March 27, 2023

# AGENDA

- Committee members and rate review process
- Overview of infrastructure
  - Water
  - Wastewater
- Regulatory requirements
- Water and Sewer Rate Model (Raftelis)
- Recommendation and impacts on typical bill



# Rate Review Committee Members

- SB Member, Jannice Livingston, Chair
- Mr. Rick Skoczylas, Citizen Representative
- Mr. Andrew Sealey, Finance Committee
- Mr. Dan Van Schalkwyk, P.E., DPW Director
- Ms. Kimberly Abraham, Water and Sewer Superintendent
- Ms. Pam Martin, DPW Business Manager
- Ms. Barbara Tierney, Finance Manager
- Mr. Robert Pontbriand, Town Manager

# Meeting Goals

- Set Water rates for FY24
- Set Sewer rates for FY24
- Set Water and Sewer Connection Fees for FY24

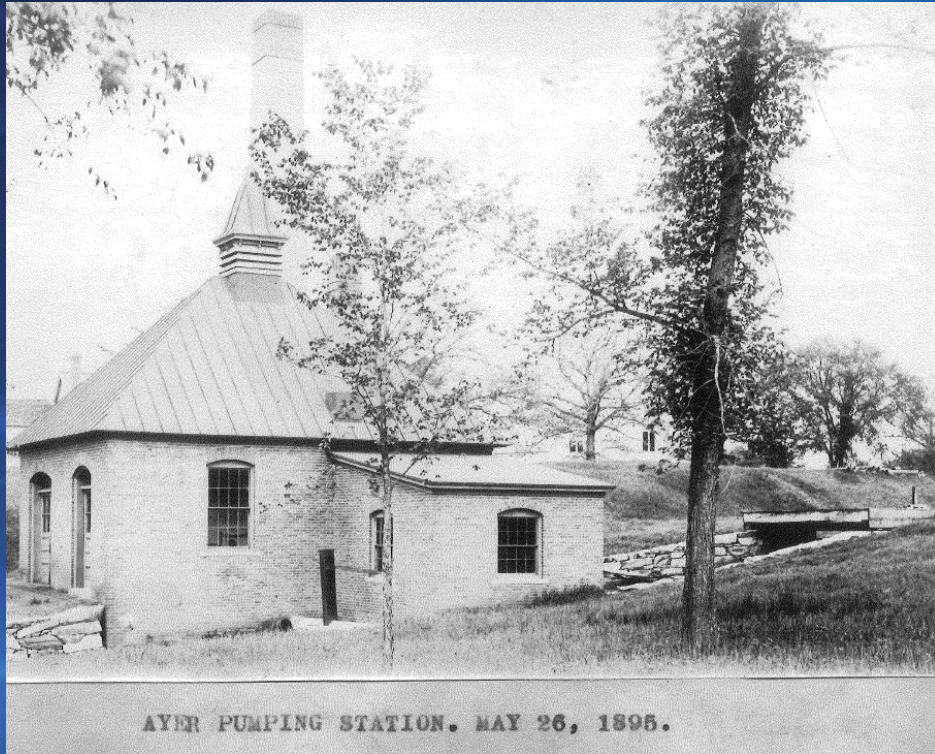


# AYER DPW WATER & WASTEWATER

- DPW provides drinking water and collect and treat wastewater for the citizens and businesses
- DPW focuses on water 24 hours a day, 7 days a week
  - Maintain and protect our drinking water supply wells
  - Treat water to regulatory standards
  - Test water to meet quality standards
  - Deliver water to your home and business
  - Collect wastewater from throughout the Town
  - Treat the wastewater to remove contaminants and nutrients before discharging to Nashua River

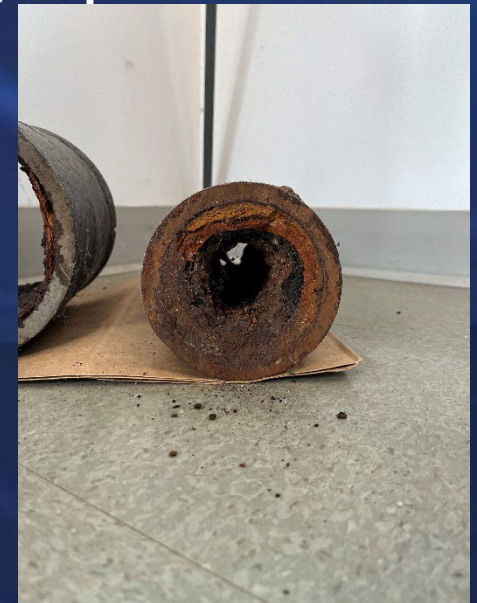
# Ayer Water System

- Constructed in 1895
- Serves 3,370 customer accounts
- Provides water for domestic use, commercial use and fire protection
- 50 miles of pipe
- 5 wells and 2 treatment plants, PFAS treatment
- 2 water storage tanks



# Ayer Water Infrastructure Issues

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





# PFAS Treatment Costs are HUGE

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

# Grove Pond PFAS Treatment Plant



- Completed in October 2020
- Treats approximately 40% of Town water supply
- PFAS is removed to non-detect levels



# Spectacle Pond PFAS Treatment



- Completed in July 2022
- Includes roofing and electrical upgrade to existing water treatment plant
- PFAS is removed to non-detect levels



# Ayer Sewer System

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



# Ayer Sewer Infrastructure Issues

- Wastewater treatment must meet strict water quality standards
- We are in the middle of a 10-year improvement program for the 44 year-old treatment plant
- Plant operation requires dozens of pumps, motors and mechanical equipment – costly to operate and maintain
- Beginning repairs to aging sewer pipe- estimated \$5M over a phased implementation - \$750K per year



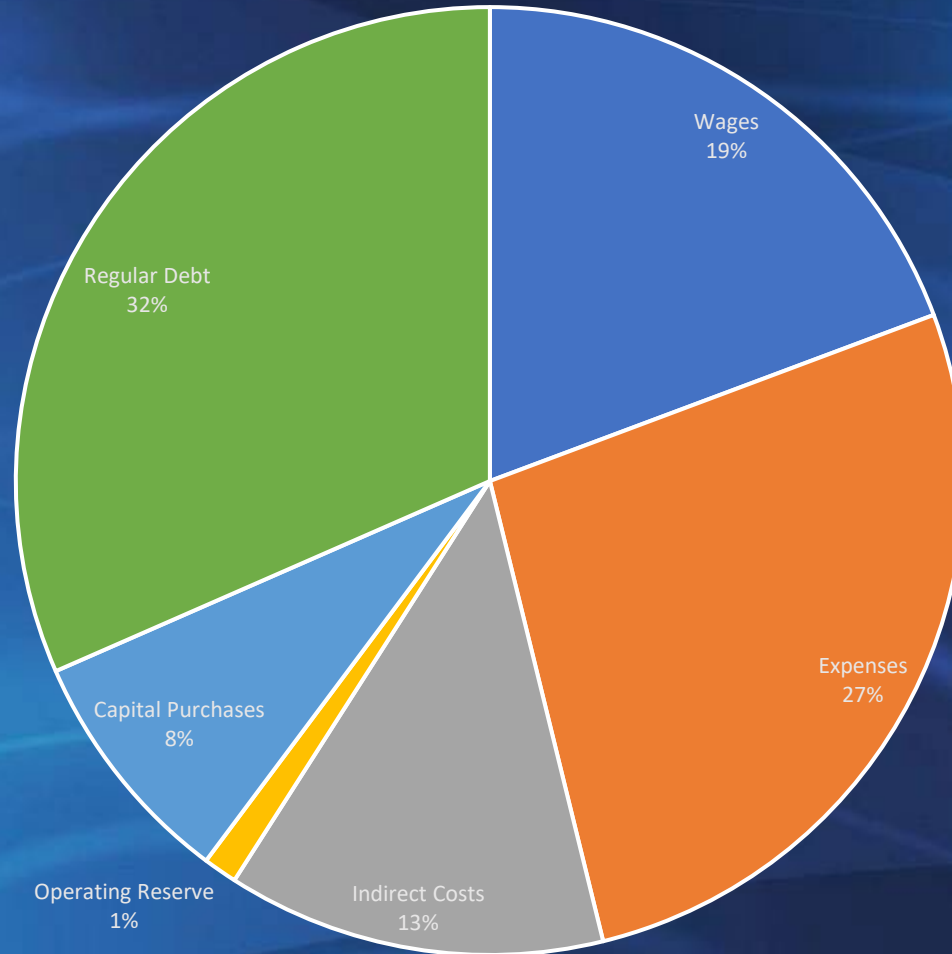
# Wastewater Treatment Plan Upgrades Completed to Date

- Electrical system upgrades
- HVAC in WWTP / Motor Control / Electrical Building
- Plant- wide architectural and structural repairs
- Grit removal system improvements
- SCADA / control upgrade (including cybersecurity)
- Fire Protection System
- Construction of Alum Chemical Feed System
- Plant Water System replaced
- Process upgrades including pump replacements and installation of sludge dewatering system

# Water Division Budget

	FY2022 Actual	FY2023 Budget	FY2024 Budget
Wages	408,931	490,740	500,501
Expenses	618,839	576,801	696,500
Regular debt	519,812	558,540	818,666
Capital purchases	100,000	460,000	213,000
Indirect costs	312,839	311,705	334,600
Operating reserve	-	30,000	30,000
Totals	\$1,960,421	\$2,427,786	2,593,267

# Water Division Budget

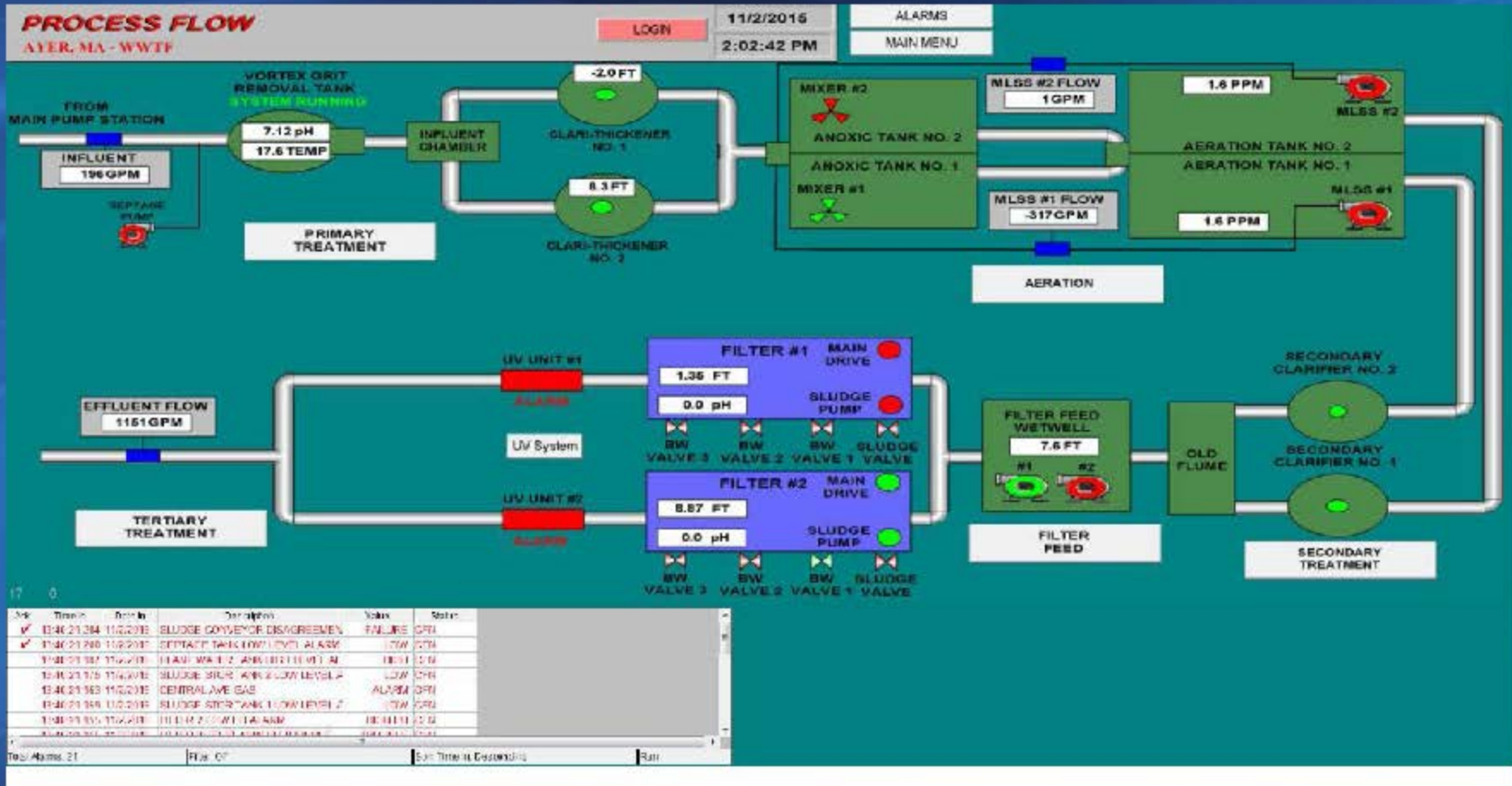




# Water Division Capital Plan

	Item Requested	FY24	FY25	FY26	FY27	FY28
1	Annual Water Main Rehabilitation/Replacment	\$300,000	\$300,000	\$350,000	\$350,000	\$350,000
2	Washington Street Water Tank Painting	\$450,000	\$0	\$0	\$0	\$0
3	Spec Pond Well 3 Pumping Station and Transmission Main	\$0	\$250,000	\$1,750,000	\$0	\$0
4	Spec Pond GAC Upgrade for Well 3	\$0	\$0	\$0	\$585,000	\$0
5	Grove Pond AIX Media Replacement	Army Grant	Army Grant	\$200,000	\$200,000	\$200,000
6	Spec Pond GAC Media Replacement	\$0	\$168,000	\$0	\$168,000	\$0
7	Grove Pond Greensand Valve Replacement	\$50,000	\$50,000	\$0	\$0	\$0
<b>WATER ENTERPRISE TOTAL</b>		<b>\$850,000</b>	<b>\$1,068,000</b>	<b>\$2,300,000</b>	<b>\$1,303,000</b>	<b>\$550,000</b>

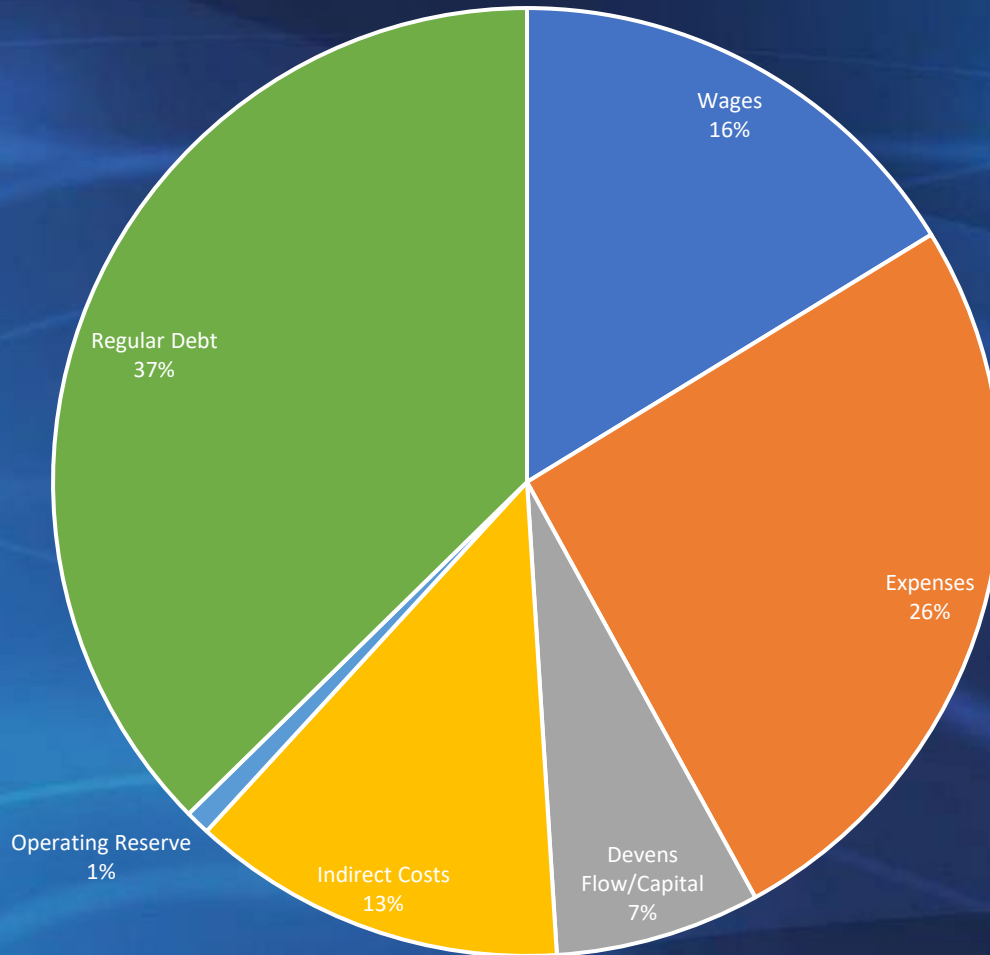
# Wastewater Division Budget



# Wastewater Division Budget

	<b>FY22 Actuals</b>	<b>FY23 Budget</b>	<b>FY24 Budget</b>
Wages	\$476,908	\$556,942	\$580,188
Expenses	848,970	838,250	918,400
Devens flow/capital	415,058	249,583	249,583
Regular debt	1,087,116	1,342,114	1,332,501
Indirect costs	396,773	431,717	457,400
Operating reserve	-	30,000	30,000
Totals	\$ 3,224,825	\$3,448,606	\$3,568,071

# Wastewater Division Budget



# Wastewater Capital Plan

	Item Requested	FY24	FY25	FY26	FY27	FY28
1	Inflow/ Infiltration Repairs	\$1,250,000	\$1,250,000	\$750,000	\$750,000	\$750,000
2	WWTP Upgrades	\$0	\$3,500,000	\$0	\$3,300,000	\$0
3	Pump Impeller/Volute Replacement at Main and Central	\$33,000	\$33,000	\$33,000	\$33,000	\$0
4	Replace WWTP Boilers	\$100,000	\$0	\$0	\$0	\$0
5	Pickup Truck Replacement	\$0	\$0	\$40,000	\$0	\$0
6	Bennetts Brook Pump Station Upgrades	\$0	\$0	\$150,000	\$0	\$0
7	Garage/Storage Facility	\$0	\$0	\$350,000	\$0	\$0
<b>WASTEWATER ENTERPRISE TOTAL</b>		<b>\$1,483,000</b>	<b>\$4,783,000</b>	<b>\$1,323,000</b>	<b>\$4,083,000</b>	<b>\$750,000</b>

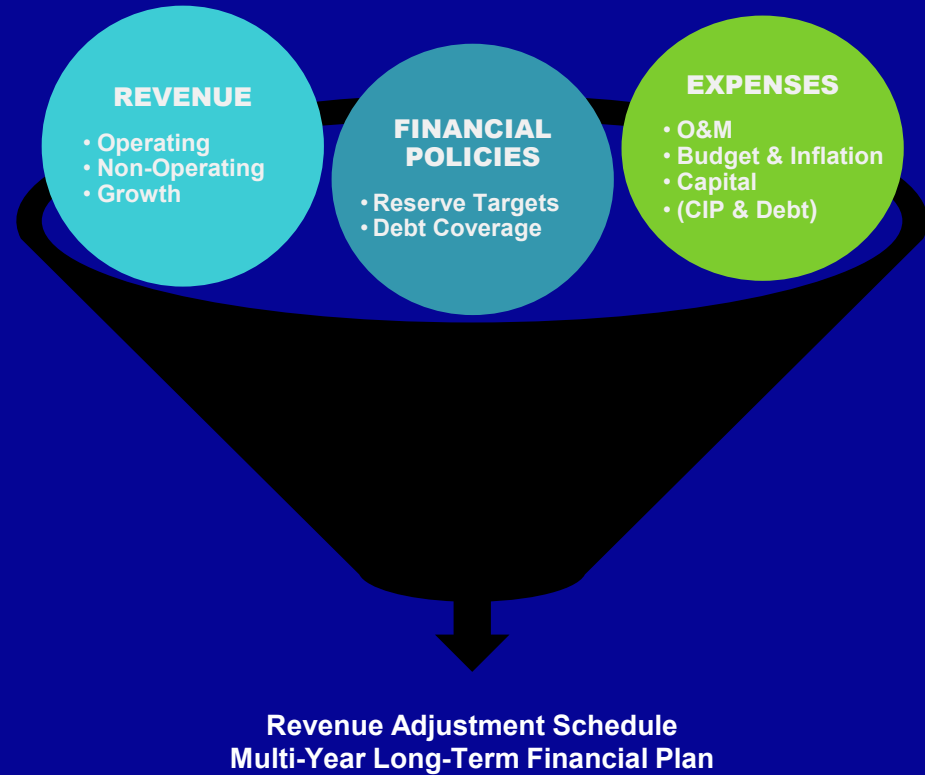
# Rate Model

- The Town, by recommendation of the Rate Review Committee, contracted with Raftelis to update the Rate Review Model, last updated by a professional consultant in 2015
- Raftelis is providing training of the up-to-date model with Ayer staff for future use
- A summary of the model will be discussed next



# Financial Plan

Financial Plan  
models yearly cash  
flow and reserve  
balances



# FY 24 Rate Increases Using Raftelis Assumptions

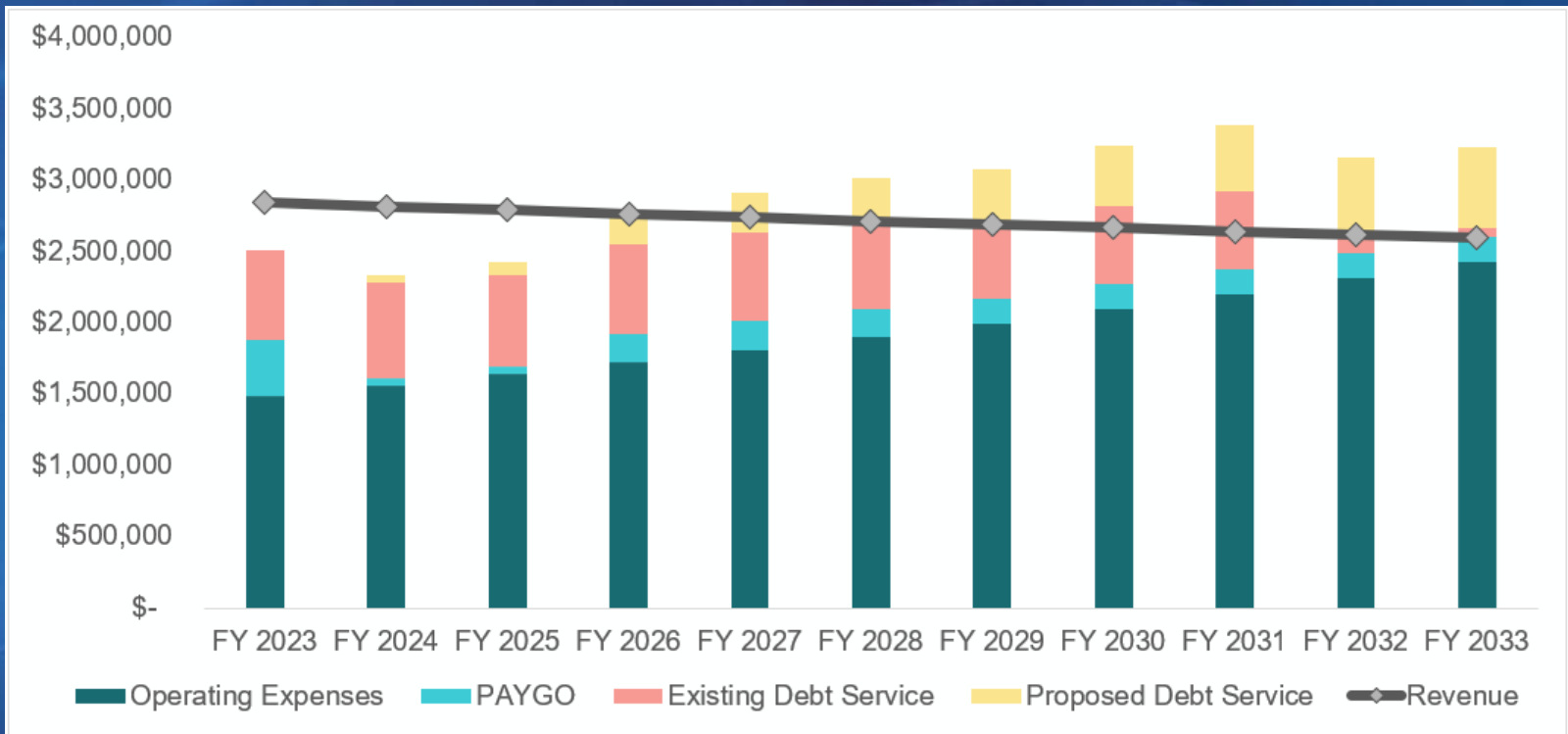
- 2.0% across-the-board rate increase is recommended for water rates
  - Assuming 1% decrease in consumption each year
  - Assuming Reserve Funds are not utilized to offset rate increase
- 5.0% across-the-board rate increase is recommended for sewer rates
  - Assuming 1% decrease in consumption each year
  - Assuming Reserve Funds are not utilized to offset rate increase
- Water utility is projected to operate at a surplus until FY 2027 with minor rate increases
- Annual sewer utility rate increases will maintain reserve fund levels at a sustainable position
- Financial plan should be updated annually to modify plan of rate increases as needed



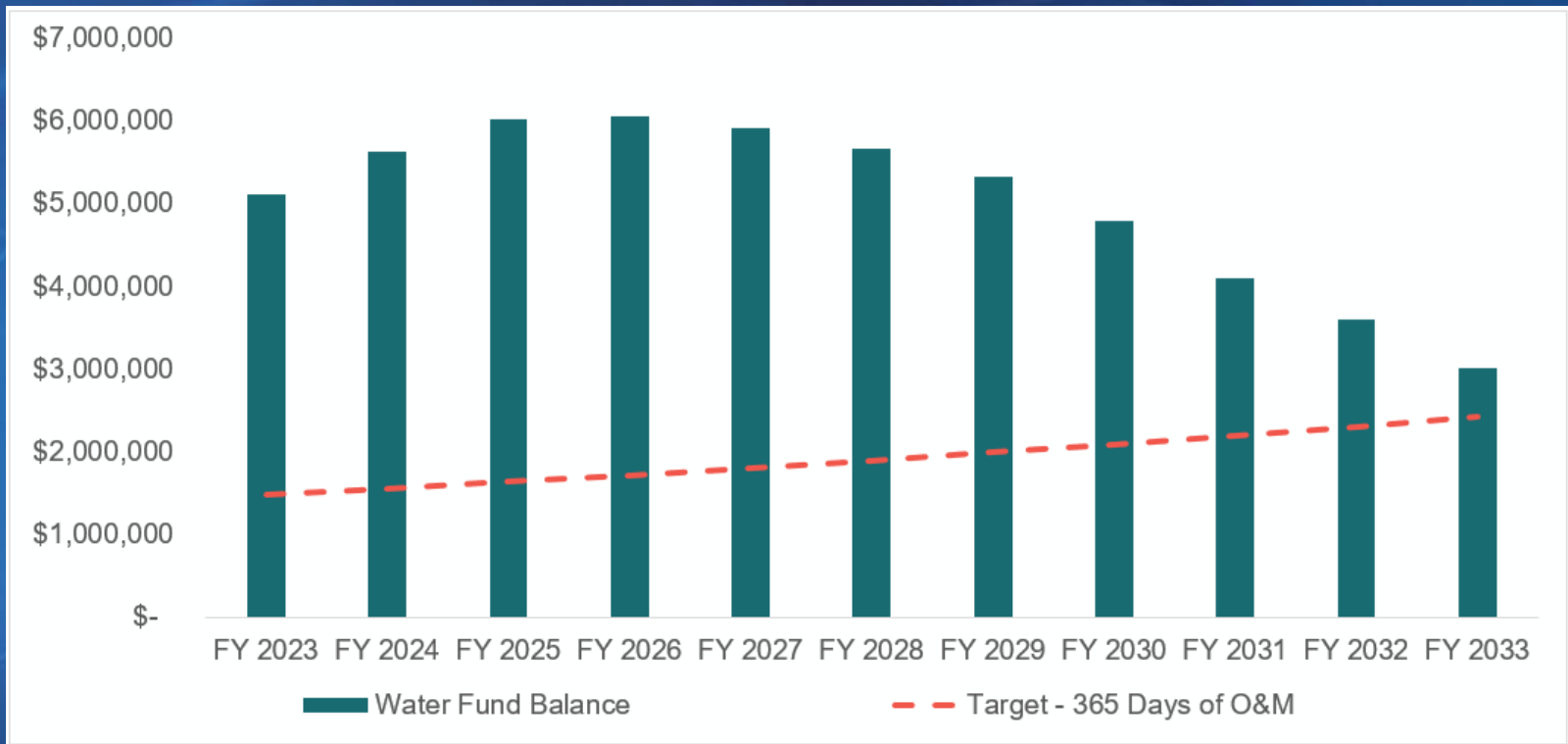
# Operating Reserve Funds Key Points

- Reserves help the utilities maintain financial self-sufficiency and sustainability
- Reserves can help prevent the need for rate hikes in response to emergency expenses or revenue shortfalls, providing customers with rate stability
- Using reserve funds to offset rate increases in the short term can lead to major rate hikes and potential rate shock in the long run
- Industry best practices recommend water and sewer reserve funds maintain a higher relative cash balance than the Town's general fund due to the volatility of water and sewer revenues
- 2019 Fitch Ratings water and sewer medians for the Northeast Region is 464 Days of O&M

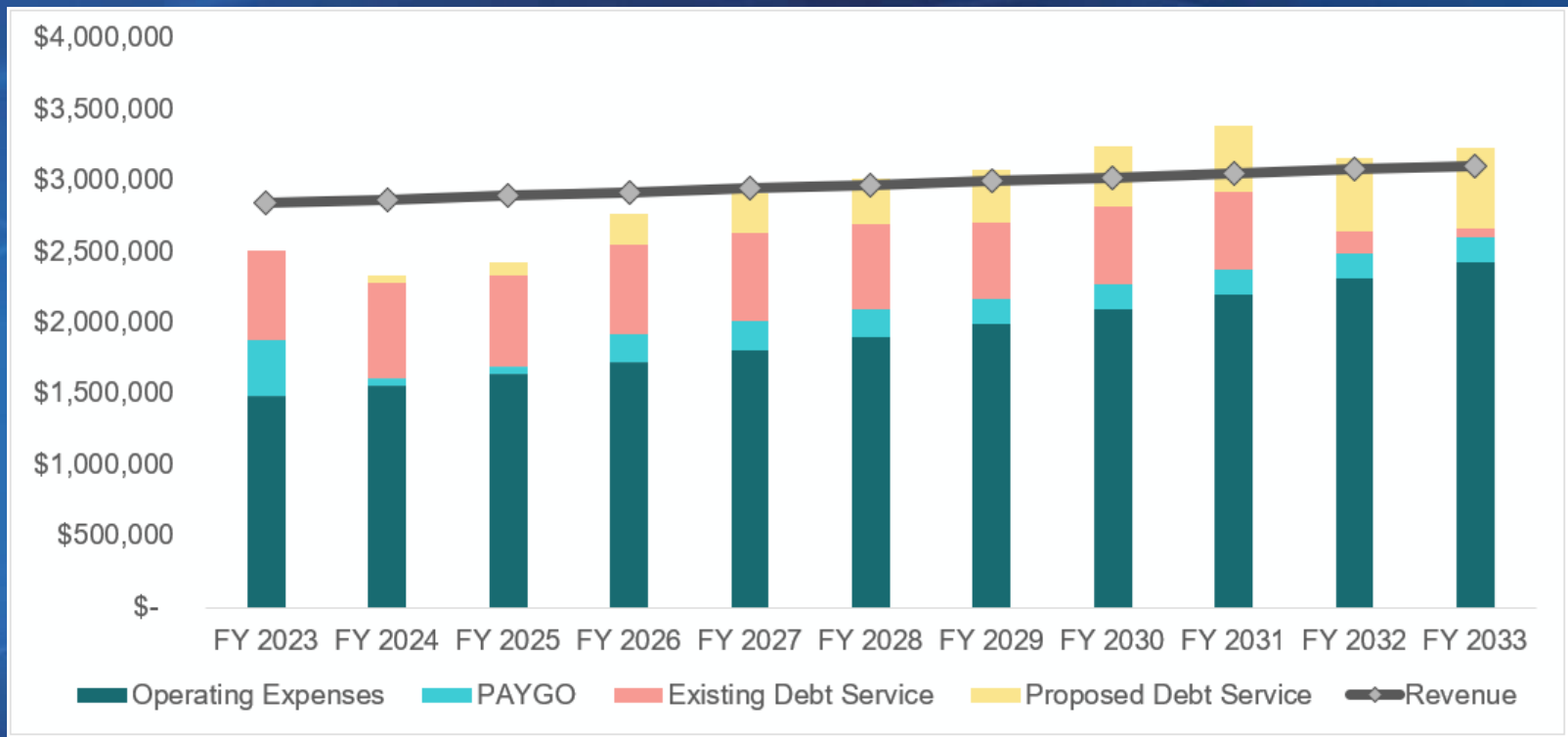
# Projected Water Cash Flows with No Rate Increases



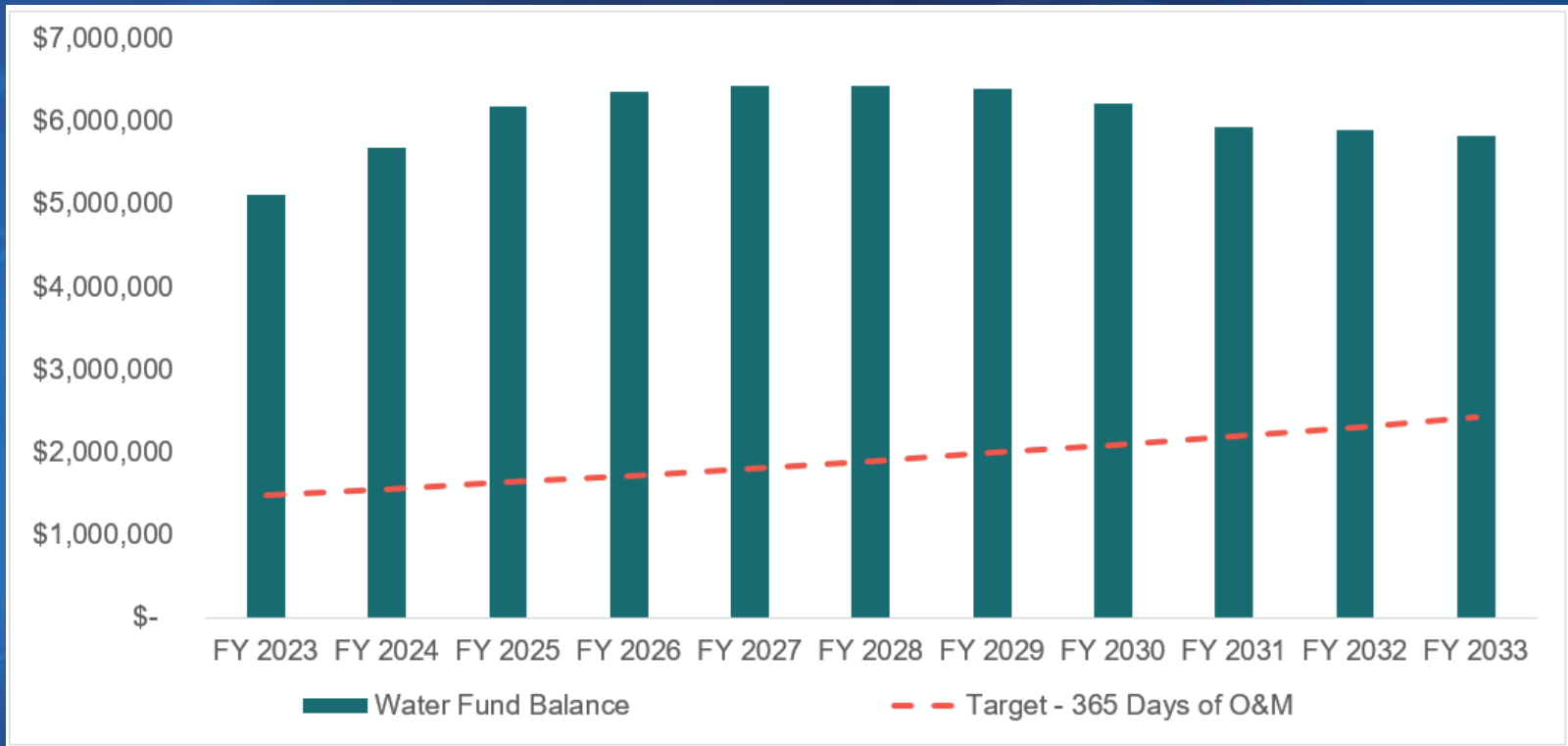
# Projected Water Reserve Fund Balance with No Rate Increases



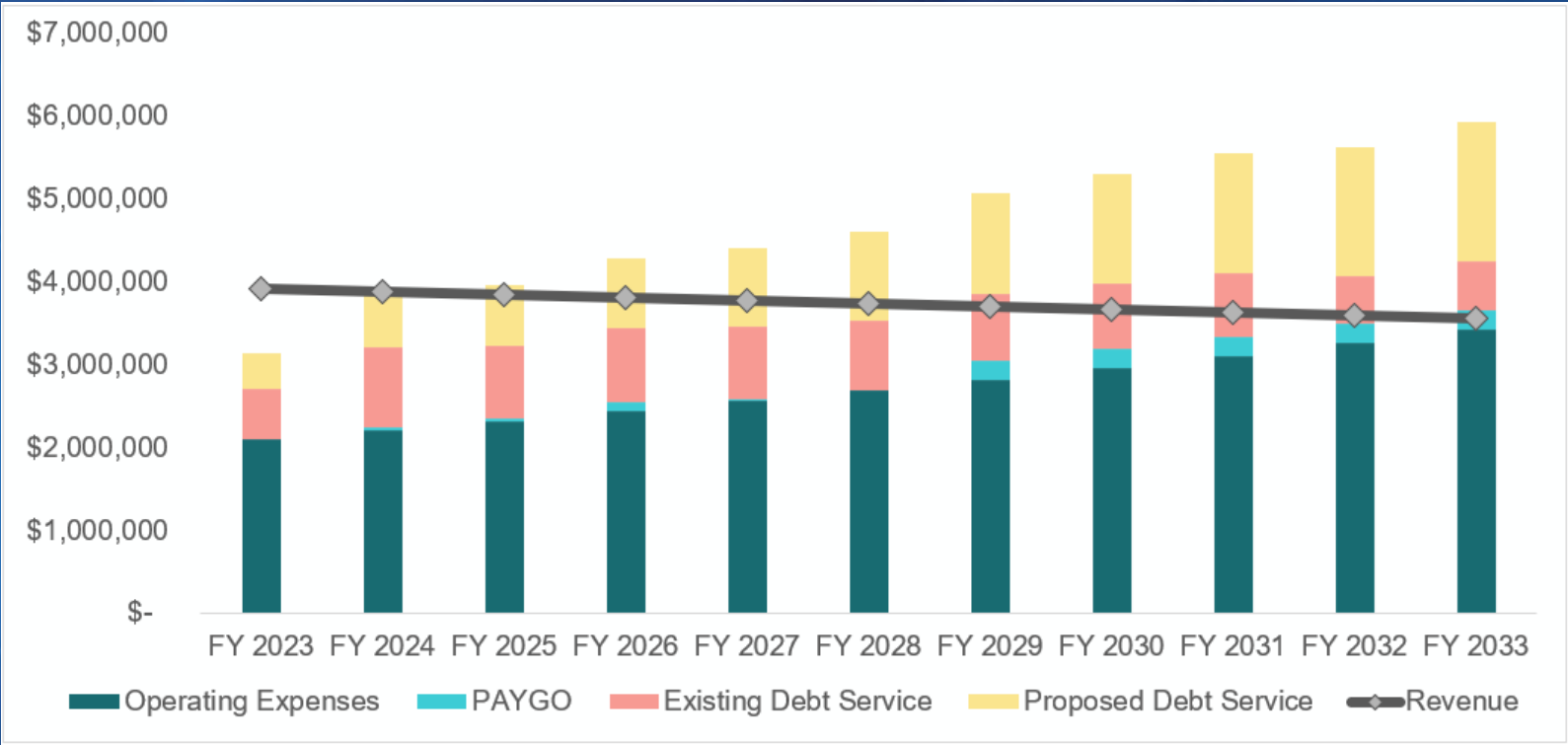
# Projected Water Cash Flows with Recommended Rate Increase



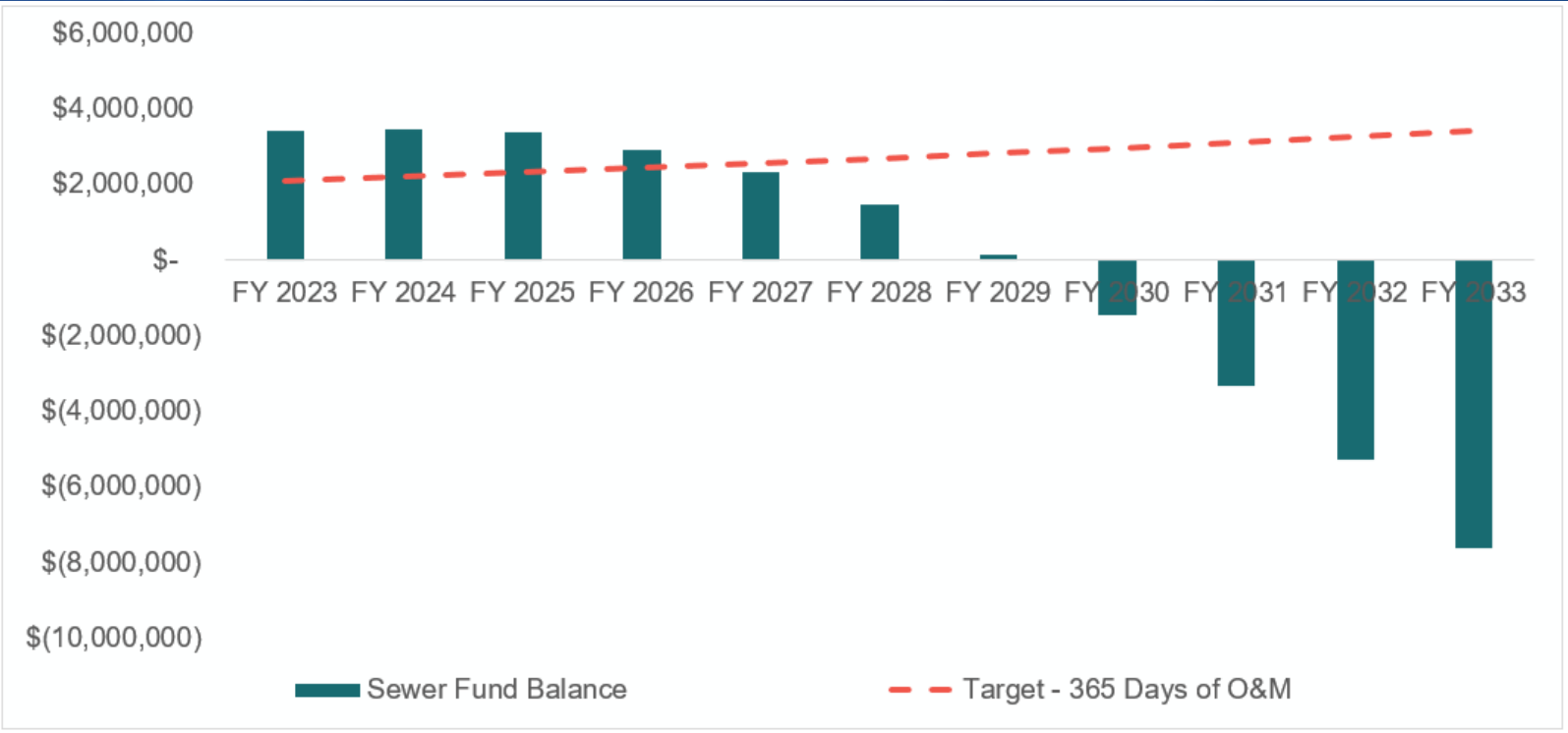
# Projected Water Reserve Fund Balance with Recommended Rate Increase



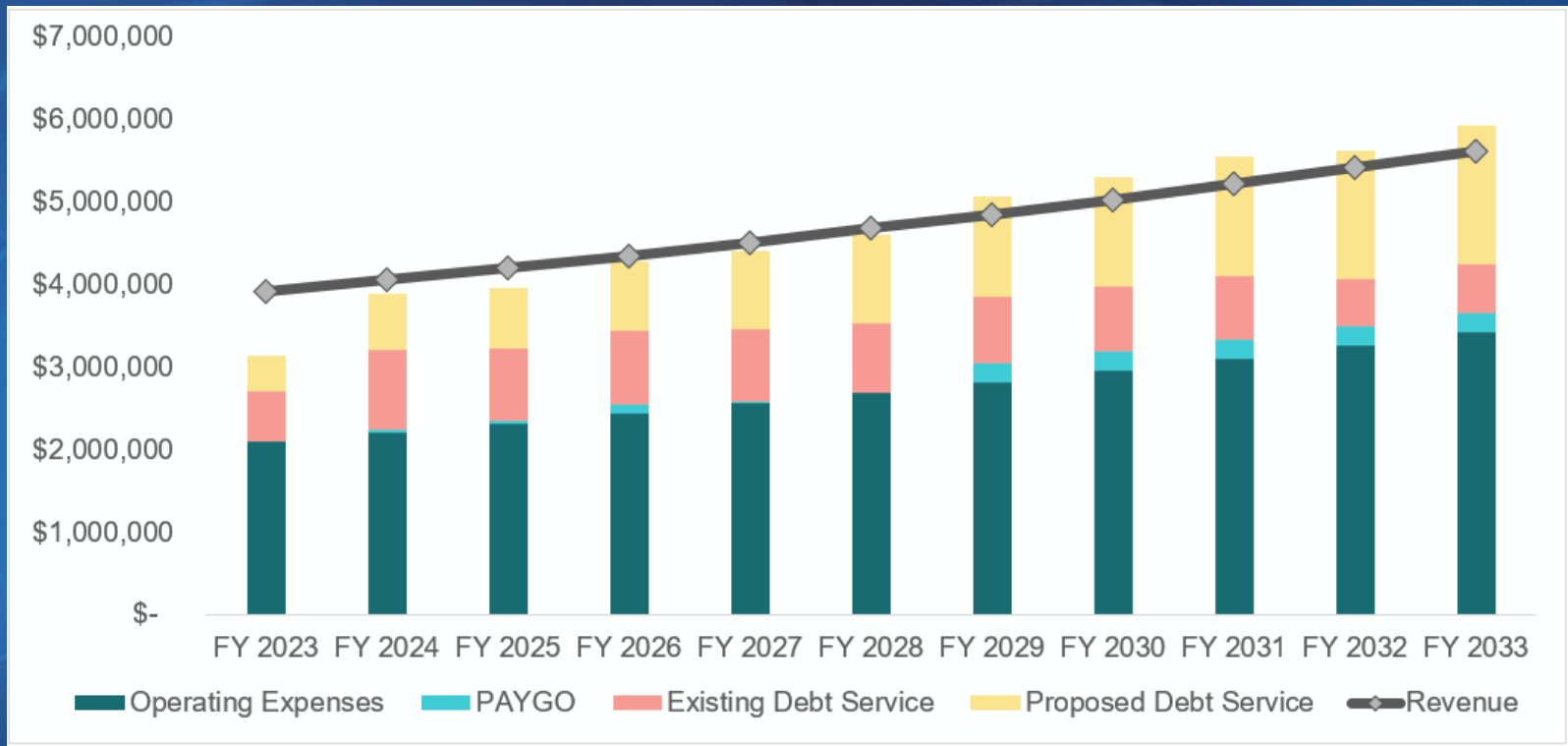
# Projected Sewer Cash Flows with No Rate Increases



# Projected Sewer Reserve Fund Balance with No Rate Increases

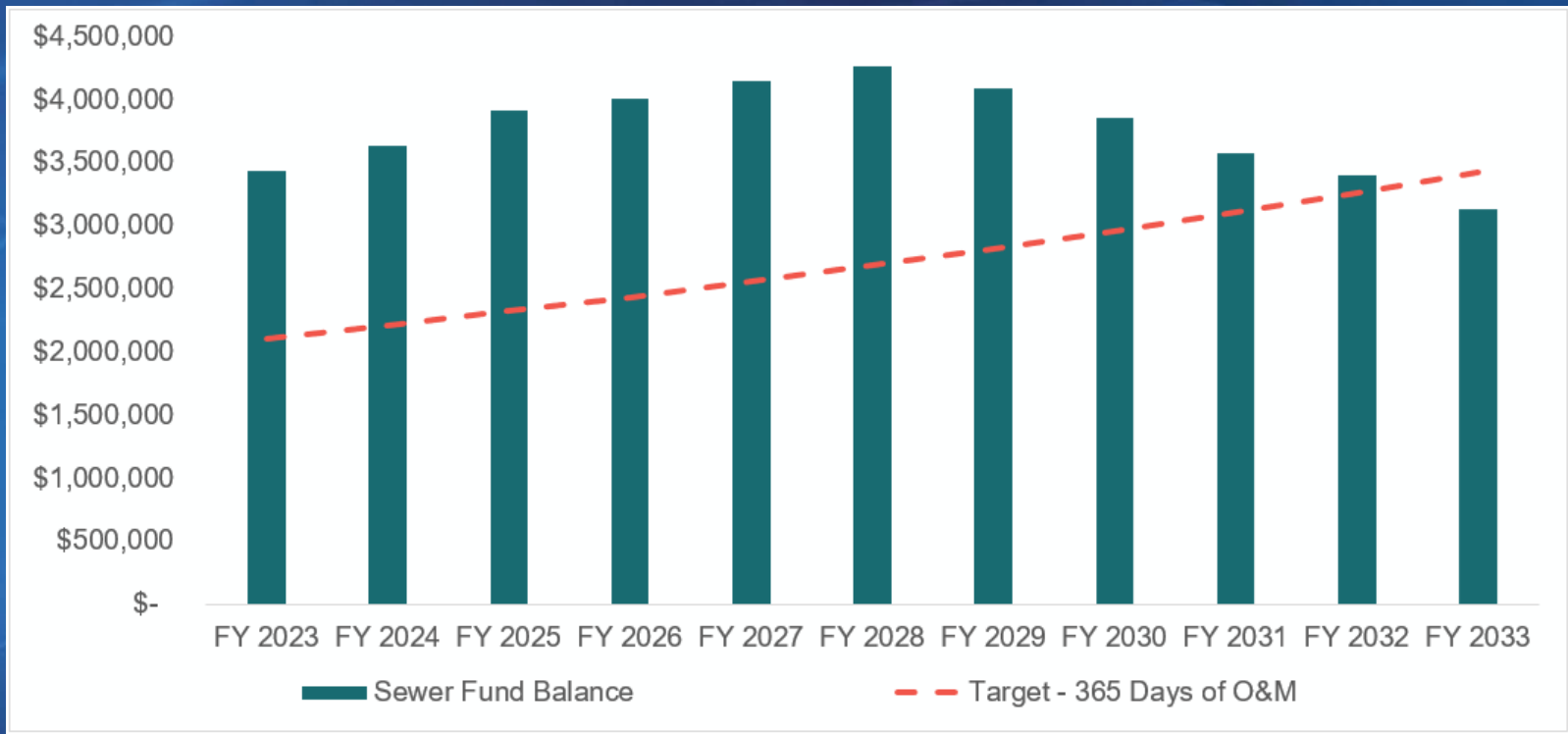


# Projected Sewer Cash Flows with Recommended Rate Increases



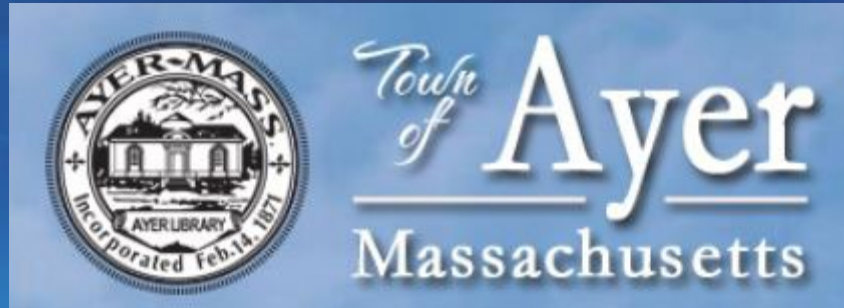


# Projected Sewer Reserve Fund Balance with Recommended Rate Increase



# Proposed Water and Sewer Rates

- The following slides contain the FY24 water and sewer rates as recommended by the Rate Review Committee



Rate Review Committee

# Quarterly Minimum Proposed Rates

Utility	Class Type	FY 2020	FY 2021	FY 2022	FY 2023	<b>FY 2024 (\$0.20 increase)</b>
Water	Residential	\$10.00	\$10.00	\$10.00	\$10.00	<b>\$10.20</b>
Water	Irrigation	10.00	10.00	10.00	10.00	<b>10.20</b>
Water	Commercial	10.00	10.00	10.00	10.00	<b>10.20</b>
Utility	Class Type	FY 2020	FY 2021	FY 2022	FY 2023	<b>FY 2024 (\$0.50 increase)</b>
Sewer	Residential	10.00	10.00	10.00	10.00	<b>\$10.50</b>
Sewer	Commercial	10.00	10.00	10.00	10.00	<b>10.50</b>

# PROPOSED WATER RATES (Residential) Per Hundred Cubic Feet (750 gallons)

	<b>Current</b>	<b>Proposed</b>	<b>\$ Increase</b>
Step 1	\$3.01	\$3.07	\$0.06
Step 2	\$3.72	\$3.79	\$0.07
Step 3	\$4.42	\$4.51	\$0.09
Conservation Rate	\$4.42	\$4.51	\$0.09

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

# PROPOSED SEWER RATES (Residential) Per Hundred Cubic Feet (750 gallons)

	<b>Current</b>	<b>Proposed</b>	<b>\$ Increase</b>
Step 1	\$8.78	\$9.22	\$0.44
Step 2	\$10.06	\$10.56	\$0.50
Step 3	\$11.44	\$12.01	\$0.57

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

# Impact on Average Ayer Resident

	Proposed Quarterly FY24	Quarterly FY23	Quarterly Increase	Annual Increase
Water	\$ 30.70	\$ 30.10	\$ 0.60	\$ 2.40
Sewer	\$ 92.20	\$ 87.80	\$ 4.40	\$ 17.60
Total	\$ 122.90	\$ 117.90	\$ 5.00	\$ 20.00

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

# Water and Sewer Connection Fees

- The Rate Review Committee reviewed the water and sewer connection fees
- Water and sewer connection fees are for new connections
  - Cover past and future costs of providing capacity in the water supply and wastewater collection and treatment system
  - Calculated based on specific criteria

WATER	Current	Proposed
Connection Fee - 1" Service	\$4,500 per ERU	\$4,800 per ERU
Connection Fee - 1 -1/2" Service	\$4,500 per ERU	\$4,800 per ERU
Connection Fee - 2" Service	\$4,500 per ERU	\$4,800 per ERU

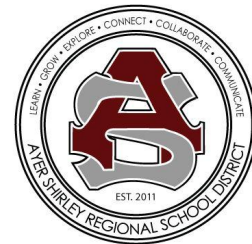
SEWER	Current	Proposed
Connection Fee per ERU	\$5,400 per ERU	\$6,000 per ERU

# Rate Committee Recommends

- Select Board vote to increase water & sewer rates and connection fees as proposed by the Rate Committee effective July 1, 2023
- Summary of Recommendations:
  - Increase the Water Rates by 2% effective July 1, 2023
  - Increase the Sewer Rates by 5% effective July 1, 2023
  - Revise the Connection fees to the following effective July 1, 2023
    - \$4,800 per ERU for Water Services 1", 1.5", 2"
    - \$6,000 per ERU for a Sewer Service







# 2023 Statement of Interest (SOI) Process

**Presented by: Dr. Adam Renda, Superintendent  
Monday, March 20, 2023**

# What is a Statement of Interest (SOI)

A: An SOI is a form that can be completed by cities, towns, and regional school districts ("districts") that are seeking funding from the Massachusetts School Building Authority (the "MSBA"). Submitting an SOI is the critical first step in the MSBA program for school building construction, addition/renovation, and extensive repair grants. The SOI asks the district to state what it believes are the deficiencies in a school building and how those deficiencies fit within one or more of the statutory priorities established in MGL c.70B.

# Statement of Interest Overview



- SOI window open until April 14, 2023, at 11:59pm
- The Commonwealth irrevocably dedicated a 1% statewide sales tax, known as the School Modernization Trust fund ("SMART Fund"), to the MSBA's capital program
- The SOI Due Diligence Process
  - Review SOI submissions for completeness
  - Review SOI submissions and accompanying documents for content
  - Conduct senior study visits, if required; and
  - Recommend SOIs for invitation into the Eligibility Period

# From MSBA FAQs

*Q: How many SOIs can a District submit?*

A: The MSBA does not limit the number of SOIs that the district can submit; however, an SOI should only be filed for a facility where the district has the financial ability to proceed with a construction project at the time of submission. The district is only allowed to submit one SOI per school facility and should detail all of the facility's deficiencies in that one SOI. If the district submits an SOI for more than one facility under the Core Program, it will be required to select one SOI as the "District's Priority SOI" for consideration and due diligence efforts by the MSBA. With each 2023 SOI online submission, the district will need to designate its "District Priority SOI" in the online SOI System. If the district already has an active Core Program SOI in our Capital Pipeline, then that SOI is the district's Priority for 2023 and will continue to be considered the district's Priority SOI until the time of project completion.

# Statement of Interest Content

- Informs MSBA about deficiencies that inhibit delivery of District's educational program

Submitted by School Superintendent

Requires School Committee vote for both regional and non regional

Requires Board of Selectmen vote for non regionals

# Eligibility Period

- Invited into Eligibility Period after review and approval of SOI by MSBA
- Eligibility Period is up to 270 days long
  - Initial Compliance Certification
  - Form a School Building Committee
  - Maintenance documents and enrollment certification
  - Local Authorization of Funding
    - Vote to authorize full amount of Feasibility Study (**The Feasibility Study for ASRHS was \$750,000**)

# Costs of Local School Projects

Elementary Projects		
	Total Cost	Reimbursement Rate
Harvard	\$53,600,000	50.68%
Groton	\$78,600,000	53.39%
High School		
North Middlesex	\$89,000,000	60.63%

## Why we are here

- We are asking the Select Board if Ayer is able to financially support a new school building project at this time?



# MRPC District Local Technical Assistance (DLTA) Application

## **“Assessment of challenges and solutions regarding infrastructure requirements in planning for growth in the Form-Based Code districts in Ayer, Massachusetts”**

Town of Ayer, Massachusetts – March 7, 2023

### **Executive Summary**

For the second, March 7, 2023 round of the District Local Technical Assistance (DLTA) program, the Town of Ayer is seeking technical assistance with **identifying and assessing whether its existing public infrastructure capacity; namely water, sewer, and wastewater systems**, can accommodate the anticipated residential and non-residential growth in Ayer’s two Form-Based Code zoning districts over the next few decades. These include both the Downtown / Park Street Form-Based Code district (DPSFBC) and the West Ayer Village Form-Based Code district (WAVFBC).

The estimates of anticipated growth can come from the previous (2021) Build-Out Study for the DPSFBC district performed under a DLTA grant, as well as from the MBTA Communities model run recently undertaken to determine if Ayer is compliant with the provisions of the Act. That model estimated future residential and non-residential growth in both Form-Based Code districts, as well as in areas of Ayer’s General Residence district. However, this proposal is to estimate public infrastructure demand in the Form-Based Code districts only.

This project falls under the Planning Ahead for Growth category of DLTA projects. Ayer has undertaken several zoning bylaw amendments in recent years to help meet the region’s needs for multi-family and affordable housing. The next step in planning for Ayer’s transformation into a transit-oriented town with greater housing and commercial development opportunities is to determine if its infrastructure can handle this growth, and what planning and action steps may be necessary to increase or enhance such infrastructure to help realize such growth.

### **Contents of Proposal:**

1. A signed letter from the chief elected official(s) stating that the CEO(s) agree to the MRPC DLTA planning services request and that the subject was discussed and decided upon in a public meeting which can be documented by the minutes of said meeting. The CEO(s) letter must be submitted with the proposal.

*See the attached letter of support from the Ayer Town Manager dated March 7, 2023. A letter from the Ayer Select Board will be provided to the MRPC by end of March, 2023.*

2. Complete responses to all relevant questions: *See Sections B and C below.*

Local applications do not require the submission of matching funds. However, any DLTA eligible local application providing cash and/or in-kind matches will be prioritized over those applications that do not provide cash and/or in-kind matches.

*The Ayer Planning Department and/or Ayer Planning Board will coordinate efforts with Town Staff and Board members, as identified below, and will coordinate the local match in terms of Staff and Planning Board time on the project. The Planning Department and Ayer Office of Community and Economic Development will be the principal contacts and project leads for the Town of Ayer and will offer as much staff time as is needed to realize successful completion of this project. The Town of Ayer therefore has the local expertise to assist the MRPC with this project.*

## **Eligible Projects and Activities:**

**The two questions that must be answered for every DLTA request for services:**

A) What type of project is being proposed or considered? Include expected deliverables once the project is completed.

### **1. Project Description**

*This proposal falls under the Planning Ahead for Growth category of DLTA projects.*

*The Town of Ayer is seeking technical assistance with **identifying and assessing whether its existing public infrastructure capacity; namely water, sewer, and wastewater systems, can accommodate the anticipated residential and non-residential growth in Ayer's two Form-Based Code zoning districts over the next few decades. These include both the Downtown / Park Street Form-Based Code district (DPSFBC) and the West Ayer Village Form-Based Code district (WAVFBC).***

*The estimates of anticipated growth can come from the previous (2021) Build-Out Study for the DPSFBC district performed under a DLTA grant, as well as from the MBTA Communities model run recently undertaken to determine if Ayer is compliant with the provisions of the Act. That model estimated future residential and non-residential growth in both Form-Based Code districts, as well as in areas of Ayer's General Residence district. However, this proposal is to estimate public infrastructure demand in the Form-Based Code districts only.*

*This proposal therefore leverages previous work performed by the MRPC, while providing Ayer with valuable information in planning for its future water, wastewater and sewer demand.*

*Determining available water and wastewater capacity will require meeting with Ayer's DPW Director and Town Engineer and reviewing studies and documents in their offices. The DPW has a 5-year Water Master Plan which develops water capacity projections. The DPW also routinely reviews (at least every 5 years) wastewater capacity as part of its need to meet MassDEP regulations and purchase capacity from Devens Wastewater Treatment Plant. Recent challenges to meet demand include addition of PFAS treatment which has reduced flow output of our water treatment plants. Increased regulation, population, and future industry demand continue to make it challenging to produce water and treat wastewater.*

**B) How does this project qualify according to Eligible Projects / Activities listed on pages 4, 5 and 6 of this Request for Service Delivery?**

*This project falls under the Planning Ahead for Growth category of DLTA projects. Ayer has undertaken several zoning bylaw amendments in recent years (The Downtown / Park Street and West Ayer Village Form-Based Code districts in addition to other amendments) to help meet the region's needs for multi-family and affordable housing.*

*The next step in planning for Ayer's transformation into a transit-oriented community with greater housing and commercial development opportunities is to determine if its infrastructure can accommodate this growth. If it is determined that Ayer's infrastructure capacity falls short of that needed to accommodate build-out of the Form-Based Code districts, this study should help identify the planning and action steps that may be necessary to increase or enhance such infrastructure capacity.*

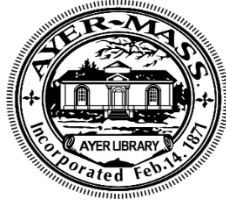
**Contact Information:**

**Jonathan Kranz**, Chair, Ayer Planning Board – [jkranz@ayer.ma.us](mailto:jkranz@ayer.ma.us) / 978-391-4595

**Alan Manoian** – Ayer Director of Community and Economic Development / [amanoian@ayer.ma.us](mailto:amanoian@ayer.ma.us) / 978-772- 8206

**Dan Van Schalkwyk**, DPW Director - [dVanSchalkwyk@ayer.ma.us](mailto:dVanSchalkwyk@ayer.ma.us)  
978-772-8240

# Town of Ayer



## **Senior Center Site Selection Working Group** **Recommendation and Study Report for** **The Ayer Select Board**

**March 27, 2023**

*Robert A. Pontbriand, Town Manager*  
*Carly M. Antonellis, Assistant Town Manager*  
*Katie Petrossi, PhD., COA/Senior Center Director*  
*Dennis Curran, COA, President*  
*Janine Nichipor, COA, Clerk (Resigned)*  
*Jeff Thomas, Parks Director*  
*Jason Mayo, Chair, Ayer Parks Commission*  
*Dan Van Schalkwyk, P.E., DPW Director*  
*Ken Diskin, Planning Board*  
*Alan Manoian, Director of Community and Economic Development*  
*Alicia Hersey, Program Manager, Community and Economic Development*

*Professional Consultant Services from Abacus Architects and Planners*

### **Overview of the Goal of the Site Selection Working Group:**

At the Special Fall Town Meeting on October 26, 2020, the recommendation of the “Ayer Senior Center Feasibility Study” culminating in Article 4: Acquisition of West Main Street Property for a New Senior Center which would have authorized the Town to acquire the West Main Street Property and borrow up to \$750,000 for the purposes of purchasing the land at a cost of \$670,000 with an additional \$80,000 for unseen site contingencies.

After extensive debate, Article 4 was tabled by Town Meeting citing historic environmental concerns of the site property; cost concerns; and questions about a combined community center project or a regional project with other communities.

In an effort to keep the project moving forward, the Town Manager in consultation with the Select Board formed a Senior Center Site Selection Working Group tasked with finding a viable site recommendation for consideration by the Select Board and ultimately Town Meeting for the construction of a new Senior Center.

### **Composition of the Senior Center Site Selection Working Group:**

The Senior Center Site Selection Working Group consisted of the following individuals:

- Robert A. Pontbriand, Town Manager
- Carly M. Antonellis, Assistant Town Manager
- Katie Petrossi, PhD., COA/Senior Center Director
- Dennis Curran, COA, President
- Janine Nichipor, COA, Clerk (Resigned)
- Jeff Thomas, Parks Director
- Jason Mayo, Chair, Ayer Parks Department
- Dan Van Schalkwyk, P.E., DPW Director
- Ken Diskin, Planning Board
- Alan Manoian, Director of Community and Economic Development
- Alicia Hersey, Program Manager, Community and Economic Development

Additional professional consultant services were provided by Abacus Architects and Planners, the original consultant hired for the October 2020 feasibility study.

### **Inherent Challenges and Obstacles for Site Selection:**

- As discovered as part of the original 2020 Feasibility Study, the Town of Ayer is at an inherent disadvantage in terms of finding a viable site for a new Senior Center Project. These fundamental challenges are as follows:
- The Town is only 9 ½ square miles of which land is at a premium.
- The project requires a minimum of 1.5 to 2.0 acres of land.
- The Town does not currently own any viable municipal land for this project nor does the Town currently own any vacant municipal buildings for said project.

- Potential environmental (21 E) issues exist almost universally.
- Wetlands, ledge and other site-specific restrictions.
- Private land that may be available is costly and assumes that owners are interested and willing to sell.

### **Methodology of Working Group:**

The Site Selection Working Group began its study with a comprehensive review of all the sites in the original 2020 Feasibility Study Report presented to Town meeting including the recommended West Main Street Site.

### **211 West Main Street (Recommended site to Town Meeting):**

Upon further analysis of the recommended West Main Street Site there was consensus that the environmental challenges and unknowns of the site posed significant cost concerns as well as public perception concerns rendered the site problematic. The Working Group did conduct an initial Phase 1, 21 E of the site which did indicate that additional phases of the environmental analysis would be warranted but that the site could be remediated. However, costs involved to determine this as well as potential costs to remediate the site were of concern. Additionally, further environmental testing of the site would assume permission for such by the private property owner.

The West Main Street Site was not pursued further by the Working Group.

### **99 Fitchburg Road (Site in original Feasibility Study):**

The other site extensively revisited from the original Feasibility Report was 99 Fitchburg Road (the parcel of land across the street from “Tiny’s Restaurant”). Originally one of the sites studied in the report, the site’s major challenges were encroachment of wetlands on the site as well as traffic concerns on Fitchburg Road.

The Working Group and Abacus consultants reconfigured the potential project footprint on the site as well as conducting a fair market appraisal of the property since the private property owner expressed interest in potentially selling the property. The Working Group also looked at potential ways to mitigate traffic concerns to this location.

Ultimately, the private property owner’s asking price for the land far exceeded the Town’s fair market appraisal and the private property owner indicated that they had another offer for the land. No further analysis of this location was conducted.

### **Various Potential Sites Located on Devens:**

Given the constraints in Ayer of viable land sites, the Working Group considered looking at potential sites located on Devens. On face value, Devens does appear to have available land that would meet the projects needs without many of the spatial constraints posed by sites in Ayer. The two initial criteria for such sites were: sites in Devens that are adjacent to Ayer and sites that are easily accessible from Ayer.

Fundamental concerns raised regarding Devens sites were: 1.) Jurisdictional issues since the project would be outside of Ayer; 2.) Costs since acquisition of land would not be free; 3.) Procedural and bureaucratic matters of working with MassDevelopment; 4.) Public and psychological perceptions of the concept of travelling to Devens; 5.) Separation of the Senior Center from the rest of the Town; and 6.) Fundamental political and public concerns regarding asking Ayer taxpayers to spend millions of dollars on a project not in Ayer.

Various Devens sites looked at included:

- Grant Road, Devens
- Parcels of land off Sculley Road in Devens (behind Woo Jung Restaurant)
- Buena Vista Street (old building by Parker Charter School)
- Vicksburg Square
- Jackson Road
- Antietam Street
- Parcel of land behind United Native American Cultural Council Building

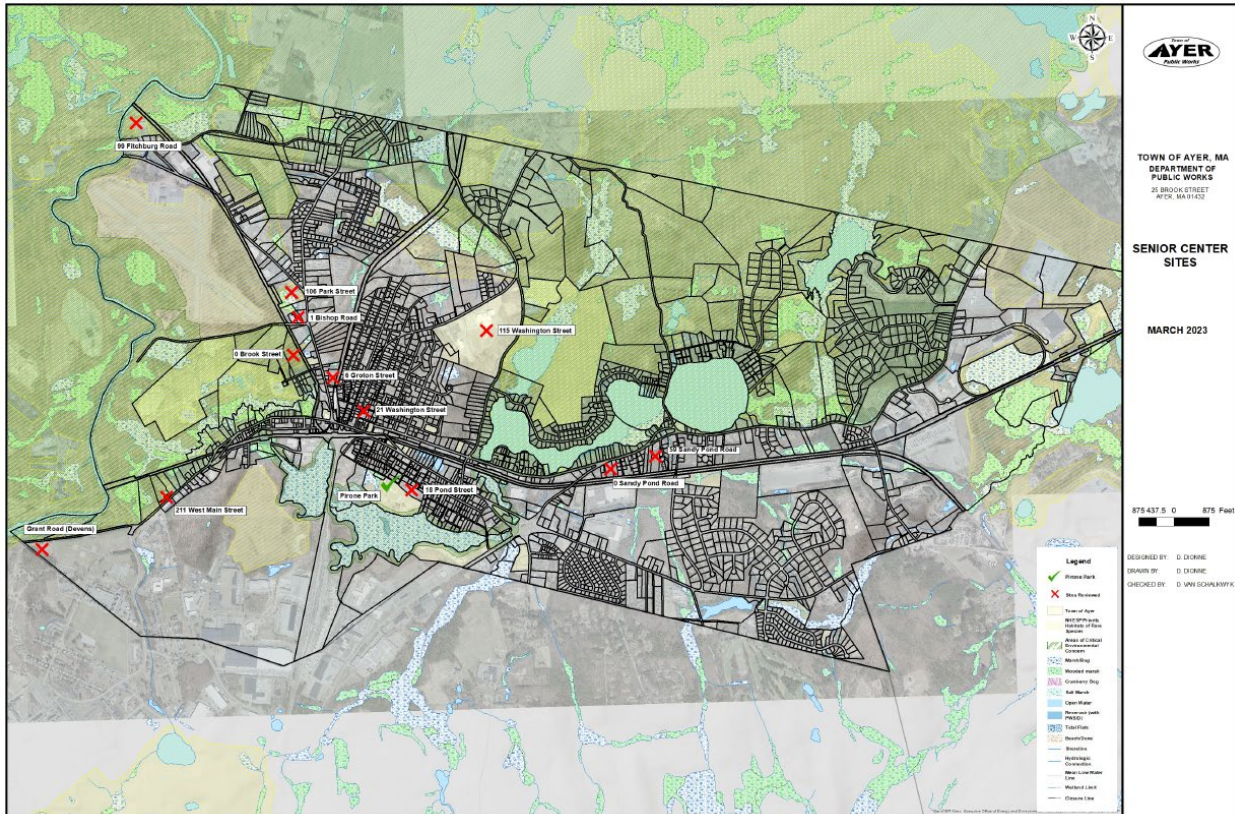
Working Group Issues Site Requests for Proposals (RFP):

The Working Group issued an RFP for potential sites on May 9, 2022. The RFP was advertised broadly on the local and state level. It was advertised on the Town's website; social media; posted on the Commonwealth of Massachusetts Combuys site; distributed to commercial and industrial site owners by the Ayer Office of Community and Economic Development and advertised in the newspaper.

The RFP received only one formal response for a building located at 29 Buena Vista Street which was the former Learning Express Building. The building is in the portion of Devens which was historically the Town of Harvard. The building would need extensive retrofitting and was not pursued by the Working Group.

Additional Sites Considered:

- ▶ Current Senior Center Location: 18 Pond Street **TOO SMALL**
- ▶ 99 Fitchburg Road **SOLD**
- ▶ 106 Park Street **TRAFFIC CONCERNS**
- ▶ 0 Brook Street **PARCEL TOO SMALL**
- ▶ 6 Groton Road **OWNER NOT SELLING**
- ▶ 115 Washington Street **NOT AVAILABLE FOR YEARS**
- ▶ 211 West Main Street **ENVIRONMENTAL CONCERNS**
- ▶ Federated Church Site **CHURCH/STATE; LOT SIZE; PROGRAMMATIC CHALLENGES**
- ▶ 0 Park Street **TRAFFIC; WETLANDS; ENVIRONMENTAL CONCERNS**
- ▶ Bishop Road Site **TOO SMALL**
- ▶ 0 Sandy Pond Rd **OWNER NOT SELLING**
- ▶ 59 Sandy Pond Rd **SIZE; SPLIT BY WETLANDS**
- ▶ Grant Rd, Devens **PROCEDURAL AND LOCATION CONCERNS**
- ▶ McPherson Road, DPW Land **POTENTIAL ENVIRONMENTAL ISSUES CLOSE TO MOORE AIRFIELD AND REMOTE FROM CENTER OF TOWN**



After almost eighteen months of work researching potential sites, a discussion between the Parks Department and the COA occurred in which an unique opportunity presented itself in which a new Senior/Community Center could be constructed on a portion of Pirone Park (on the least used field) that would incorporate an indoor gym which would fulfill a major need of the Parks Department and could be used by Seniors as well. The Parks Department does not feel that the use of this space for a Community/Senior Center would lead to the loss or reduction of any of the current programs offered for youth or adult recreation.

The site location would be in adjacent proximity to the existing Senior Center as well as the Senior Housing at 18 Pond Street. The site is on town-owned land, so property acquisition costs are not part of the overall project. The location is centrally located to the Town in terms of access, walkability, and the adjacent neighborhoods. The site would afford a unique opportunity for the further development of both Senior and Parks and Recreation programs and events.

**Recommendation of the Site Selection Working Group:**

The Site Selection Working Group, after eighteen months of comprehensive due diligence, is pleased to recommend that the Town of Ayer pursue the development of a “Center for Active Living” to be constructed on a portion of Pirone Park, specifically Field 6.





The advantages to this unique location and opportunity for the Seniors, Parks Department, and Town of Ayer are as follows:

- Site affords the appropriate size for the project including parking.
- Site is Town-owned and therefore no project costs for purchasing the site.
- Site is adjacent to existing Senior Center and Senior Housing at 18 Pond Street.
- Site is accessible with a high level of walkability for Seniors and the adjacent neighborhoods.
- Site is centrally located in the Town of Ayer.
- Site provides the opportunity to further develop unique recreation programs for Seniors and the Parks Department (i.e., perimeter path; fields, playground; etc.)
- Site provides the opportunity for an indoor gym which has multipurpose use for both parks and recreation programs; as well as Senior programs. Both constituencies would be using the gym facility at alternating times with minimal scheduling issues.

The recommended location was vetted and formally approved by the Parks Commission on February 15, 2023 (unanimously) and was formally approved by the COA Board of Directors (3-1) on February 24, 2023.

**Next Steps:**

It is respectfully requested that the Ayer Select Board vote to endorse the further development of the Pirone Park site for the development of a “Center for Active Living”.

It is respectfully requested that the Ayer Select Board vote to form an official Building Committee for the “Center for Active Living” which shall be charged with the following:

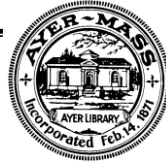
- Oversee the conceptual plan development to include extensive public outreach and participation in the conceptual design.
- Identify and secure funding for the design of the project.
- Oversee the final design of the project.
- Identify and secure funding for the construction of the project.
- Oversee the construction of the project.
- Conduct all meetings in accordance with the provisions of the Open Meeting Law (publicly posted meetings) and in accordance with the provisions of the Public Records Law (maintain and issue meeting minutes).
- Provide periodic public updates to the Select Board (and other Boards and Committees as necessary) regarding the progress of the project.
- The Building Committee shall be provided appropriate professional and administrative support from the Town Manager’s Office; Town Departments; and professional consultants as warranted.

**Documents Referenced:**

- 2020 Senior Center Feasibility Site Study
- Site Selection Working Group RFP

*Available upon request*

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



25 BROOK STREET  
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## MEMORANDUM

Date: March 21, 2023  
To: Select Board  
From: Dan Van Schalkwyk, P.E., Director  
Subject: **Agenda Items for March 27, 2023, Select Board Meeting**

- 1. Execution of Easement Agreement with National Grid for Jonathan Drive Cross-Country Water Main** – Attached is a Grant of Easement and Agreement to allow the Town to install and maintain a cross-country water main across National Grid property. The easement is part of the Jonathan Drive Cross-Country Water Main Project, an important infrastructure project which will create a water main loop between Pleasant Street and Jonathan Drive. The loop will improve water quality, flow, and redundancy to the northwest portion of Ayer. Town Counsel reviewed and assisted in the development of the Agreement with National Grid. I recommend the Board execute the Easement Agreement with New England Power Company as included in the packet.

Property Address: off Jonathan Drive, Ayer, MA (Middlesex County

## GRANT OF EASEMENT AND AGREEMENT

THIS GRANT OF EASEMENT AND AGREEMENT (this “Agreement”) is made as of the \_\_\_\_ day of March, 2023, by and between NEW ENGLAND POWER COMPANY, a Massachusetts corporation with a usual place of business at 170 Data Drive, Waltham, Massachusetts 02451 (“Grantor”), and the TOWN OF AYER, a Massachusetts municipal corporation having a principal place of business at 1 Main Street, Ayer, Massachusetts 01432 (“Grantee”).

WHEREAS, Grantor is the owner of a certain parcel of land located in the Town of Ayer, Middlesex County, Massachusetts, more particularly described in a deed dated October 25, 1974 and recorded with the Middlesex South County Registry of Deeds (the “Registry”) in Book 12723, Page 545, and pursuant to that certain Taking dated May 5, 1971 and recorded with the Registry in Book 11993, Page 22, also identified as a portion of Ayer Tax Assessor Map 12, Lot 2 (the “Grantor’s Property”).

WHEREAS, Grantee desires to obtain an easement to construct, install, operate, repair, use and maintain an underground water main, consisting of a twelve-inch (12”) High Density Poly Ethylene (HDPE) Pipe (the “Improvement”), to tie into the existing water system, owned, maintained and operated by Grantee on a portion of the Grantor’s Property identified as “Area = 3,224± S.F.” (the “Easement Area”) with respect to the 20’ Wide Water Easement shown on that plan entitled: “EASEMENT PLAN OF LAND IN AYER, MASS” prepared by Goldsmith, Prest & Ringwall, Inc., dated Sept 13, 2017 and recorded with the Registry as Plan No. 886 of 2017 on October 2, 2017 (the “Easement Plan”), a reduced copy said Easement Plan is attached hereto as Exhibit A. The Easement Area is more particularly described by metes and bounds in Exhibit B attached hereto and incorporated herein by reference.

WHEREAS, Grantor has agreed to grant Grantee such easement subject to the terms and conditions of this Agreement.

00010 AYERMA PSTT-00001  
WR #00276482-1

After Recording, return to:  
Patricia Yung Wong, Esq.  
National Grid  
170 Data Drive  
Waltham, MA 02451

NOW, THEREFORE, for and in consideration paid this day in the amount of Three Thousand Two Hundred Fifty Dollars (\$3,250.00) by Grantee to Grantor, and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree under seal as follows:

**A. GRANT OF EASEMENT**

1. Grantor hereby grants to Grantee, its successors and assigns, and Grantee hereby accepts from Grantor for itself and its successors and assigns, without covenants, the non-exclusive permanent right and easement (the "Easement") to construct, install, repair, use and maintain the Improvement within the Easement Area, which contains approximately 3,224 square feet as shown on the Easement Plan.

Grantee covenants and agrees with Grantor that Grantee shall perform all work in connection with the construction, installation, maintenance, operation, use and repair of the Improvement at Grantee's sole cost and expense. The Improvement shall be located and constructed via Horizontal Directional Drilling (HDD) in accordance with (i) the plans and specifications set forth in the construction plans entitled: "Town of Ayer, Massachusetts, Drawings for Jonathan Drive Cross-Country Water Main, April 2021, Issued for Construction" prepared by the Town of Ayer DPW and last revised 4/20/2021, comprised of 7 Sheets (collectively, the "Construction Plans"), a copy of said Construction Plans are in the possession of Grantor and Grantee, (ii) the Easement Plan, and (iii) the terms and conditions of this Agreement. Grantee covenants and agrees with Grantor that the Improvement shall only be constructed or installed by Grantee in the locations shown on the Easement Plan, and that no other improvements shall be installed on the Grantor's Property and no changes in the grade of the Grantor's Property shall be made.

Grantee covenants and agrees to provide Grantor with a final "as built" plan prepared by a registered professional engineer indicating the exact location of the Improvement and all final grades within the Grantor's Property and certifying that the Improvement have been located in strict compliance with the Easement Plan.

2. Grantee covenants and agrees with Grantor that the Easement Area are being granted by Grantor to Grantee "AS IS", "WHERE IS" and "WITH ALL FAULTS," and that Grantor has made no representation or warranty concerning the condition thereof, environmental or otherwise, or the adequacy of the Easement Area for Grantee's use under this Agreement. Grantor is under no obligation to restore, repair or maintain the Easement Area or to render the Easement Area serviceable for access or passage or any other purpose in any respect, and specifically, without limitation, Grantor will have no obligation to remove accumulated debris, water, ice or snow. GRANTEE HEREBY WAIVES AND GRANTOR HEREBY DISCLAIMS ALL WARRANTIES OF ANY TYPE OR ANY KIND WHATSOEVER AS TO THE EASEMENT AREA, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF FITNESS FOR A PARTICULAR PURPOSE AND USE.

3. Grantor, for itself, its successors and assigns, reserves the right to use the land encumbered by the Easement for any and all activities connected with its present or future operations, including, but not limited to, the rights to pass and repass with vehicles and equipment of various loads and the right to construct, reconstruct, install, maintain, repair, renew, replace, operate and add to and otherwise change any lines, structures, guys, anchors or any other existing or future facilities to meet the needs of Grantor's existing or future business, as deemed appropriate by Grantor in its sole discretion, to place future structures and/or facilities or relocate existing structures and/or facilities anywhere within the Grantor's Property, and to enter upon the Grantor's Property for all of the above purposes; provided, however, that Grantor agrees that it will not install any new facilities within ten feet (10') of the Improvement unless such installation will not interfere with the Grantee's rights to access the Improvement as set forth herein. Grantee covenants and agrees with Grantor that Grantee, its successors and assigns, will not hinder or interfere with any of said activities or with Grantor's access to its existing or future structures or utility facilities or to the Grantor's Property. Grantee covenants and agrees with Grantor that neither Grantor, nor its affiliates, nor any employee or agent of any of them, shall be liable to Grantee or its successors or assigns with respect to any claims or causes of action or rights to payment of any damages, costs or expenses resulting from or in any way connected with the rights herein reserved, including but not limited to damage caused by voltage, fault current or ground current. The foregoing shall not include damage to the extent caused by the gross negligence or willful misconduct of Grantor or its agents or employees. Grantee's exercise of its rights in connection with this Agreement and Grantee's use of the Easement Area and Improvement are at Grantee's sole risk. Grantee hereby further releases all of said parties from any and all such claims or demands. This provision shall survive any release or termination of this Agreement.

## **B. CONSTRUCTION AND MAINTENANCE OF THE IMPROVEMENT**

1. Grantee covenants and agrees with Grantor that Grantee shall perform all work in connection with the construction, installation, maintenance, operation, use, and repair of the Improvement at Grantee's sole cost and expense and in accordance with the Easement Plan, the Construction Plans and this Agreement.
2. Grantee covenants and agrees with Grantor that it shall notify Grantor's TLS & Transmission Contracting Manager, Marc Bristol, telephone number (781) 907-3567, email [marc.bristol@nationalgrid.com](mailto:marc.bristol@nationalgrid.com), at least three (3) business days before commencing any work, whether related to the initial construction, future replacement, future maintenance or significant repair of the Improvement, within the Easement Area. Grantor may impose whatever further restrictions or conditions upon Grantee as is determined to be reasonably necessary for the protection of the Grantor's Property, the Easement Area and Grantor's facilities, whether now existing or hereafter installed. Grantee covenants and agrees that at all times during the construction of the Improvement, Grantor shall have the right, but not the

obligation, to have an observer or observers (“Observer”) present at the Grantor’s Property, including the Easement Area, to observe and inspect the work in the Easement Area, and take any necessary action, as determined by Grantor in Grantor’s sole discretion, to protect and ensure the safety and integrity of the Grantor’s Property and Grantor’s facilities and structures. Grantee agrees that it shall pay Grantor for the expenses associated with the Observer in accordance with this paragraph. Regardless of whether Grantor’s Observer observes any of the work as set forth herein, Grantor shall not be liable for injuries, damage, liabilities or claims hereunder, and Grantee shall not be released from any liability or obligation hereunder.

3. Grantee covenants and agrees with Grantor that Grantee, its agents, employees, licensees, servants, contractors and invitees, shall take all necessary precautions for the safety of Grantee, its agents, employees, licensees, servants, contractors and invitees on, about or within the Easement Area and shall comply with all applicable provisions of federal, state and municipal safety laws, regulations, codes and ordinances and all successor laws, regulations, codes and ordinances and thereto to prevent accidents or injury to persons or property on, about or adjacent to the Grantor’s Property and the Easement Area, including, without limitation, the National Electric Safety Code, 220 CMR 125.00 (“Installation and Maintenance of Electric Transmission”), MGL Chapter 166, Section 21A (“Coming into Close Proximity to High Voltage Lines” except that the required clearance of six feet is insufficient and the minimum clearance allowed by OSHA as hereinafter described shall be maintained), and all OSHA regulations governing working clearances to electric distribution and transmission lines, including without limitation OSHA standard 29 CFR 1926.550 Subpart N (the “OSHA Standard”), which although specific to cranes, derricks, hoists, elevators and conveyors, shall apply as the minimum clearance from energized lines for all vehicles and equipment used by Grantee on the Grantor’s Property and the Easement Area. Grantee shall ensure all vehicles, equipment or loads maintain the minimum clearances specified in the OSHA Standard unless a more restrictive standard applies in which instance Grantee shall comply with the more restrictive standard. Grantee will not operate any equipment or vehicles within fifty feet (50’) horizontally of any of Grantor’s structures or facilities within the Easement Area or the Grantor’s Property, including, without limitation, transmission and distribution line poles, towers, guys and anchors, except in strict accordance with the above and this Agreement, including, without limitation, Paragraphs 5 and 10 below. Grantee further covenants and agrees to adequately ground vehicles, equipment, fences and gates and the Improvement at all times and in accordance with applicable laws, regulations, codes and ordinances, including, without limitation, those listed herein and IEEE Standard 80.
4. Grantee covenants and agrees with Grantor not to cause, permit, allow, store or suffer the placement, stockpiling or accumulation of any earth, materials, debris, explosives, trailers, storage containers, supplies, equipment or any other item,

object or article, either temporarily or permanently, within the Easement Area or the Grantor's Property.

5. Grantee covenants and agrees with Grantor not to load or unload vehicles or equipment anywhere within the Easement Area or the Grantor's Property at any time.
6. Grantee covenants and agrees that during the installation, construction, maintenance, repair, and use of the Improvement, Grantee will not injure or damage the Grantor's Property and the Easement Area nor injure or damage Grantor's facilities now or hereafter placed thereon. At the end of each work day, Grantee will secure the work site in a manner consistent with safe work practices, such as covering any open trenches with steel plating or installing sleeves where needed.
7. Upon completion of any work within the Easement Area, whether initial installation or future maintenance and repair of the Improvement, Grantee will properly restore the Easement Area and the Grantor's Property, in Grantor's reasonable discretion, to as reasonably good a condition as existed prior to the commencement of the work, but for the Improvement, including, without limitation, replacing all earth and soil removed or disturbed by the location, construction, operation, repair, use and maintenance of the Improvement, re-vegetating all areas disturbed, and restoring the Grantor's Property to its original grade and contour and flush with any manholes or drains. Grantee covenants and agrees to maintain the Improvement, at its sole cost and expense, in good repair and condition. In the event that Grantee requires access to the Easement Area or other portions of the Grantor's Property for the purpose of said maintenance or repair, Grantee shall coordinate such access with the person named in Paragraph 2 above at least three (3) business days prior to commencing any such maintenance and/or repair work.
8. Grantee covenants and agrees that it will not place any below or above-ground structures within the Grantor's Property, including pull boxes, lights, signs, sheds, septic systems, pools, manholes or other below or above ground structures, except for the Improvement as shown on the Easement Plan.
9. Grantee covenants and agrees with Grantor that Grantee shall not conduct any blasting or use any explosives at or within the Grantor's Property, including, without limitation, the Easement Area.
10. Grantee covenants and agrees with Grantor that Grantee shall not use any vehicles or excavation equipment within the Easement Area or Grantor's Property during initial installation and construction of the Improvement or any time in the future. Grantee further covenants and agrees with Grantor that no excavation work shall be performed and no earth shall be disturbed by Grantee within an area bounded by either (i) fifty (50) feet from the nearest structure or facility, including, without limitation, transmission and distribution line pole, tower leg, guy wire or guy anchor, in the Easement Area or (ii) by a line drawn twenty-five feet (25') plus two



and one half (2.5) times the depth of the excavation from the nearest structure or facility, whichever area is greater, except as shown on the Construction Plans and subject to the terms of this Agreement including, without limitation, Paragraphs 5, and 9 above. Upon completion of any excavation permitted under this Agreement, the slopes of the bank shall be at least fifty (50) feet from the nearest structure or facility in the Easement Area and shall be graded on a slope no steeper than one (1) vertical to five (5) horizontal and stabilized with vegetation or rip rap. In Grantor's sole discretion, Grantor will use whatever resources necessary to stabilize any of its facilities or structures at the Grantor's Property at the sole cost and expense of Grantee. Regardless of whether Grantor performs any such stabilization, Grantor shall not be liable for injuries, damage, liabilities or claims related thereto, and Grantee shall not be released from any liability or obligation hereunder.

11. Grantee covenants and agrees that Grantee shall not make any changes in the existing grade of the Grantor's Property.
12. Grantee covenants and agrees with Grantor to construct the Improvement to AASHTO Standard Specifications for Bridges and Highways H25 class design criteria in order to withstand the weight and impact of heavy load vehicles and equipment operated by Grantor during the maintenance and operation of its existing structures and facilities at or within the Grantor's Property or operated by Grantor during the construction, installation, operation and maintenance of additional structures or facilities at the Grantor's Property.
13. Grantee covenants and agrees with Grantor to not block or impede access to Grantor's Property or facilities at any time, and shall not damage any driveways, roads or trails used to access the Grantor's Property.

## **C. INDEMNITY AND INSURANCE**

1. To the extent of any prior appropriation and/or to the extent of Grantee's insurance coverage (under which Grantor is named an additional insured as set forth in Exhibit C), Grantee agrees to defend with counsel satisfactory to Grantor and to pay, protect, indemnify and save harmless Grantor, its employees, agents, directors, officers, affiliates, attorneys, consultants, contractors and subcontractors, from and against any and all liabilities, damages, costs, expenses (including any and all attorney's fees and expenses of Grantor), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from the exercise of this Agreement, and (i) any work, act or omission to act done in, on or in the Easement Area, the Grantor's Property or any part thereof, by or on behalf of Grantee or any person claiming under Grantee, or the employees, agents, tenants, contractors, licensees, invitees or visitors of Grantee or any such person; (ii) injury to, or the death of, persons or damage to property on the Easement Area or upon the adjoining Grantor's Property or in any way growing out of or connected with the installation, construction, use, non-use, condition, possession, operation, maintenance, management, occupation, or repair of the Improvement or the Easement Area by or

on behalf of Grantee or any person claiming under Grantee or the employees, agents, tenants, contractors, licensees, invitees or visitors of Grantee or any such person, or resulting from the condition of the Easement Area; or (iii) violation of any agreement or condition of this Agreement or of Applicable Laws (defined below) or any other requirements affecting the Improvement or the Easement Area, or the ownership, occupancy or use thereof. The foregoing indemnification shall not include injury or damage directly caused by the gross negligence or willful misconduct of Grantor or its agents or employees. Grantee shall take prompt action to defend or indemnify Grantor against claims, actual or threatened, but in no event later than notice by Grantor to Grantee of the service of a notice, summons, complaint, petition or other service of process against Grantor, alleging damage, injury, liability, or expenses attributed in any way to this Agreement or the acts, fault, negligence, equipment, materials, properties, facilities, personnel, or property of Grantee, its agents, employees, contractors or suppliers. Grantee shall defend any such claim or threatened claim, including, as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim. Furthermore and except as set forth above, Grantee understands and agrees it is responsible for any and all costs and expenses incurred by Grantor to enforce this indemnification provision. The provisions of this paragraph shall survive any release or termination of this Agreement.

2. Grantee covenants and agrees with Grantor that neither Grantee nor any person claiming under Grantee, nor the employees, agents, tenants, contractors, licensees, invitees or visitors of Grantee or any such person shall bring onto, store, generate or permit to be stored or generated on, about or adjacent to the Grantor's Property, including without limitation the Easement Area, any oil, hazardous material, hazardous waste or hazardous substance in reportable quantities, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§6901 et seq., (collectively, the "Environmental Laws"). To the extent of any prior appropriation and/or to the extent of Grantee's insurance coverage (under which Grantor is named an additional insured as set forth in Exhibit C), Grantee shall indemnify and hold Grantor harmless for, from and against any claim, liability, loss, damage or expense, including attorneys' fees, arising out of a breach of any of the covenants or agreements of this paragraph. The provisions of this paragraph shall survive any release of this Agreement.
3. Grantee agrees to pay to Grantor upon presentation of an invoice, any and all reasonable costs and expenses for environmental assessment, remediation or response activities, including attorney's fees, which Grantor may incur as a result of existing conditions on the Grantor's Property that are discovered as a result of the activities of Grantee or the employees, agents, tenants, contractors, invitees or

visitors of Grantee while on or within the Easement Area or Grantor's Property. The provisions of this paragraph shall survive any release of this Agreement.

4. Grantee covenants and agrees with Grantor that Grantee shall pay all contractors and/or laborers performing or providing materials for construction, installation, maintenance, and repair of the Improvement so as not to cause or permit any liens, including without limitation mechanics' or materialmen's liens, to be recorded or filed against the Grantor's Property, and to the extent of any prior appropriation and/or to the extent of Grantee's insurance coverage (under which Grantor is named an additional insured as set forth in Exhibit C), indemnify and hold Grantor harmless for, from and against any loss, claim, damage, liability, cost or expense, including attorney's fees and expenses, caused by any such contractor or laborer or occasioned as a result of any such lien being recorded or filed against the Grantor's Property. The provisions of this paragraph shall survive any release of this Agreement.
5. During any period in which Grantee shall be performing any work with respect to the Improvement or using the Easement Area, Grantee shall, at its sole cost and expense, obtain and keep in force, or cause the party performing such work on behalf of Grantee to obtain and keep in force, the insurance set forth on Exhibit C attached hereto and made a part hereof. Such insurance will insure all of the indemnity agreements set forth herein.
6. Grantee hereby releases Grantor, its successors and assigns, from and against any and all liabilities, losses, damages (to persons and property), costs, expenses (including attorney's fees), causes of action, suits, claims, obligations and/or demands for judgment whatsoever caused by, arising out of or in any way related to (a) Grantor's exercise of its rights under this Agreement; (b) the condition of the Grantor's Property; and (c) Grantor's reservation of rights under this Agreement, including, without limitation, Paragraph A.3 herein. Moreover, Grantee understands that the existence of Grantor's facilities on the Grantor's Property involves some risk, and Grantee, as part of the consideration for this Agreement, hereby releases and waives any right to ask for or demand damages for or on account of loss or injury associated with such facilities, whether now existing or hereinafter installed and constructed. The foregoing shall not include injury or damage to the extent caused by the gross negligence or willful misconduct of Grantor or its agents or employees. The provisions of this paragraph shall survive any release of this Agreement.

#### **D. PERMITS AND LICENSES; COMPLIANCE WITH LAWS**

1. Grantee covenants and agrees with Grantor that Grantee shall obtain and be solely responsible for all required permits, licenses, rights or other authorizations, including without limitation all necessary environmental permits, licenses, rights or other authorizations, necessary for the installation, construction, operation,

repair, use, and maintenance of the Improvement, and shall promptly provide all copies thereof to Grantor.

2. Grantee covenants and agrees with Grantor that Grantee shall, at its own cost and expense, observe and comply with all applicable present and future laws, ordinances, requirements, orders, directives, rules and regulations of all federal, state and local governments, and all other governmental authorities having jurisdiction over the Improvement or any part thereof, whether the same are in force at the execution of this Agreement or may in the future be passed, enacted or directed including without limitation all applicable Environment Laws (collectively, the “Applicable Laws”), and Grantee shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including counsel fees and expenses, that may in any manner arise out of or be imposed because of the failure of Grantee to comply with the covenants of this paragraph.

## **E. NOTICES**

1. All notices, demands or other communication under this Agreement shall be in writing and either delivered by hand or mailed (a) by registered or certified mail (return receipt requested) with the United States Postal Service, or (b) by Federal Express, UPS or other recognized overnight mail carrier furnishing evidence of receipt to the following:

If to Grantor:

New England Power Company  
c/o National Grid  
1250 Brayton Point Road  
Somerset, MA 02725  
Attn: Elizabeth A. Fresolone, Manager NE, Right of Way & Survey Engineering

With a copy to:

New England Power Company  
c/o National Grid  
170 Data Drive  
Waltham, MA 02451  
Attn: Assistant General Counsel – Real Estate

If to Grantee:

Town of Ayer  
Ayer Department of Public Works  
25 Brook Street  
Ayer, MA 01432  
Attn: Dan Van Schalkwyk, P.E., Director of Public Works

Any party may change the address at which it is to receive notices by giving notice to the other party as hereinabove set forth. Any notice or other communication in connection with this Agreement shall be deemed duly served when received (or upon attempted delivery if delivery is not accepted).

**F. MISCELLANEOUS**

1. It is understood and agreed by and between the parties hereto that the Improvement shall remain the property of Grantee, its successors and assigns. Grantor shall not be responsible for the payment of any taxes on the Improvement.
2. Grantee covenants and agrees with Grantor that the Improvement shall be maintained in good repair and condition at all times. Grantee acknowledges and agrees that Grantor is under no obligation whatsoever to restore, repair, or maintain the Improvement or the Easement Area in any respect.
3. Grantee agrees that upon any release of the Easement Grantee shall remove the Improvement and restore the Easement Area to a condition satisfactory to Grantor as soon as practicable. If Grantee fails to commence such removal and restoration, then Grantor may, upon thirty (30) days written notice to Grantee, perform such removal and restoration at Grantee's sole cost and expense.
4. The rights and easements created hereunder shall be binding on and inure to the benefit of Grantor and Grantee and their respective successors and assigns.
5. This Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument.
6. The terms and provisions herein contained constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants or agreements, express or implied, with respect to the subject matter hereof, other than those expressly set forth herein. Other than the rights expressly granted in this Agreement, there are no other rights or easements granted hereby and none shall be created by implication, necessity or otherwise. No modification or amendment of the provisions of this Agreement shall be binding upon any party hereto unless agreed to in writing by such party.
7. The headings contained in this Agreement are for reference and convenience only, and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.
8. Each of Grantee and Grantor agrees that at any time and from time to time after the execution and delivery of this Agreement, each of them shall, at their own expense, and upon the reasonable request of the other party, execute and deliver such further

documents and do such further acts and things as the other may reasonably request in order to more fully carry out the purposes of this Agreement.

9. This Agreement is subject to all encumbrances of whatever kind or nature of record to the extent the same are in force and applicable, and Grantee covenants and agrees to take the Easement Area subject to any and all existing rights, restrictions, easements, encumbrances or covenants affecting the Grantor's Property.
10. The undersigned representatives of Grantee represent and warrant that the execution, delivery and acceptance of this Agreement and the performance of its obligations have been duly authorized by Grantee and that said person signing by law has the authority to sign and deliver this Agreement on its behalf.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused these presents to be executed under seal as of this \_\_\_\_\_ day of March, 2023.

**GRANTOR:**

**NEW ENGLAND POWER COMPANY**

By: \_\_\_\_\_  
David J. Aho  
Authorized Representative

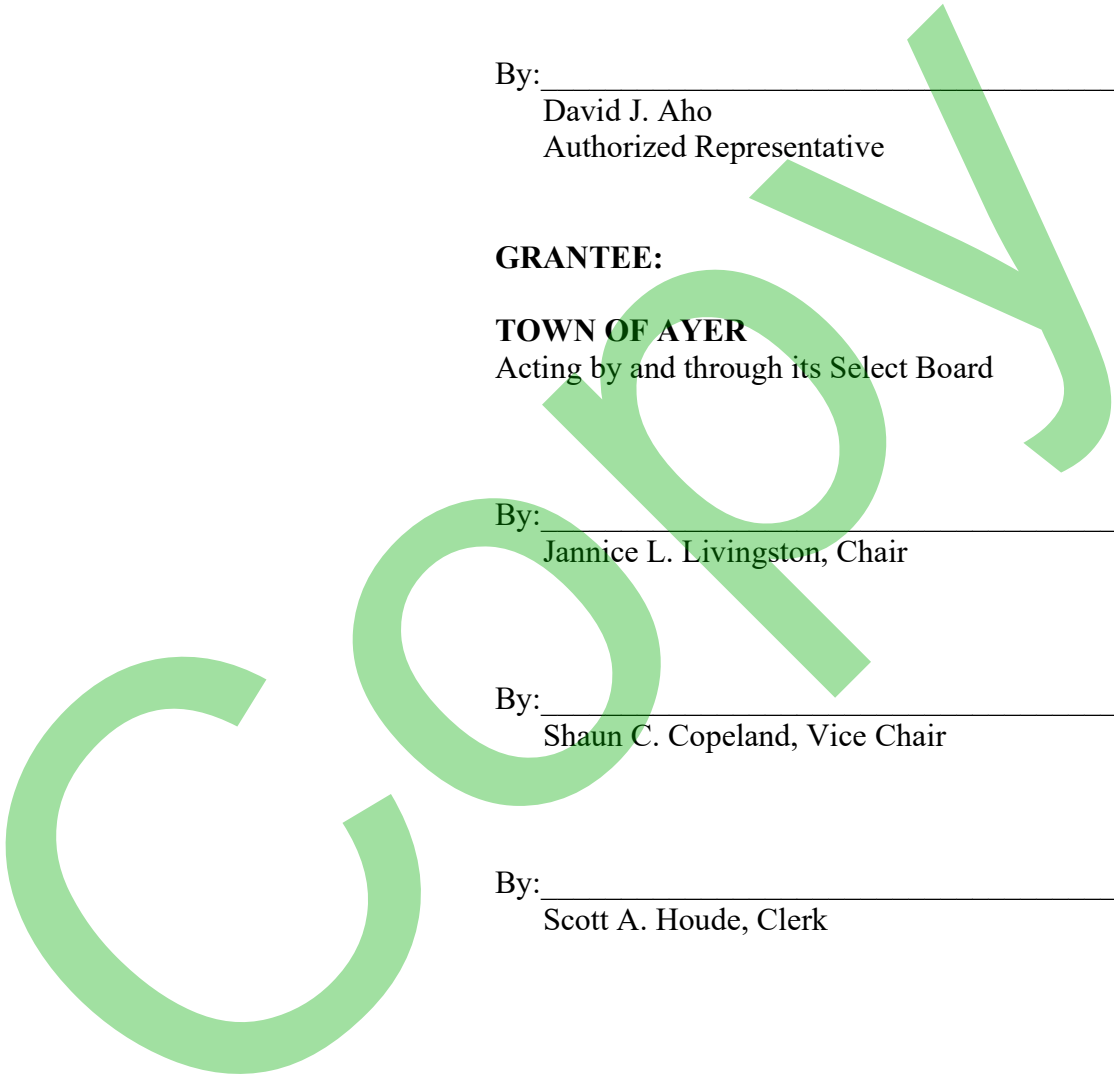
**GRANTEE:**

**TOWN OF AYER**  
Acting by and through its Select Board

By: \_\_\_\_\_  
Jannice L. Livingston, Chair

By: \_\_\_\_\_  
Shaun C. Copeland, Vice Chair

By: \_\_\_\_\_  
Scott A. Houde, Clerk



COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF MIDDLESEX )ss:

On this \_\_\_\_ day of March, 2023, before me, the undersigned notary public, personally appeared **David J. Aho**, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he signed it voluntarily for its stated purpose as Authorized Representative of New England Power Company.

(SEAL)

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF MIDDLESEX )ss:

On this \_\_\_\_ day of March, 2023, before me, the undersigned notary public, personally appeared **Jannice L. Livingston, Shaun C. Copeland and Scott A. Houde**, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document(s), and acknowledged to me that they signed it voluntarily for its stated purpose as the Select Board of the Town of Ayer.

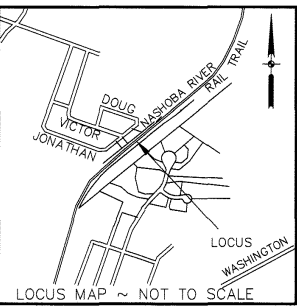
(SEAL)

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

EASEMENT PLAN  
(Recorded as Plan No. 886 of 2017)



**NOTES:**

- 1) THIS DRAWING HAS BEEN PREPARED TO IDENTIFY A 20' WIDE EASEMENT FOR A PUBLIC WATER LINE.
- 2) THIS LAND MAYBE SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS COVENANTS, OR OTHER LIMITATIONS WHICH MAY BE DISCLOSED BY A TITLE EXAMINATION.
- 3) AN INSTRUMENT SURVEY PERFORMED BY THIS OFFICE INDICATES ADDITIONAL LAND AREA AS BEING MEASURED THAN INDICATED WITHIN LAND RECORDS NOTED. EXCESS AREA HAS BEEN APPLIED TO THE PARCEL IDENTIFIED AS BOSTON & MAINE RAILROAD. MAPLE SUGAR, LLC & N.E. POWER CO. PROPERTY LIMITS HAS BEEN ESTABLISHED BY LAND RECORDS AND MONUMENTS RECOVERED.



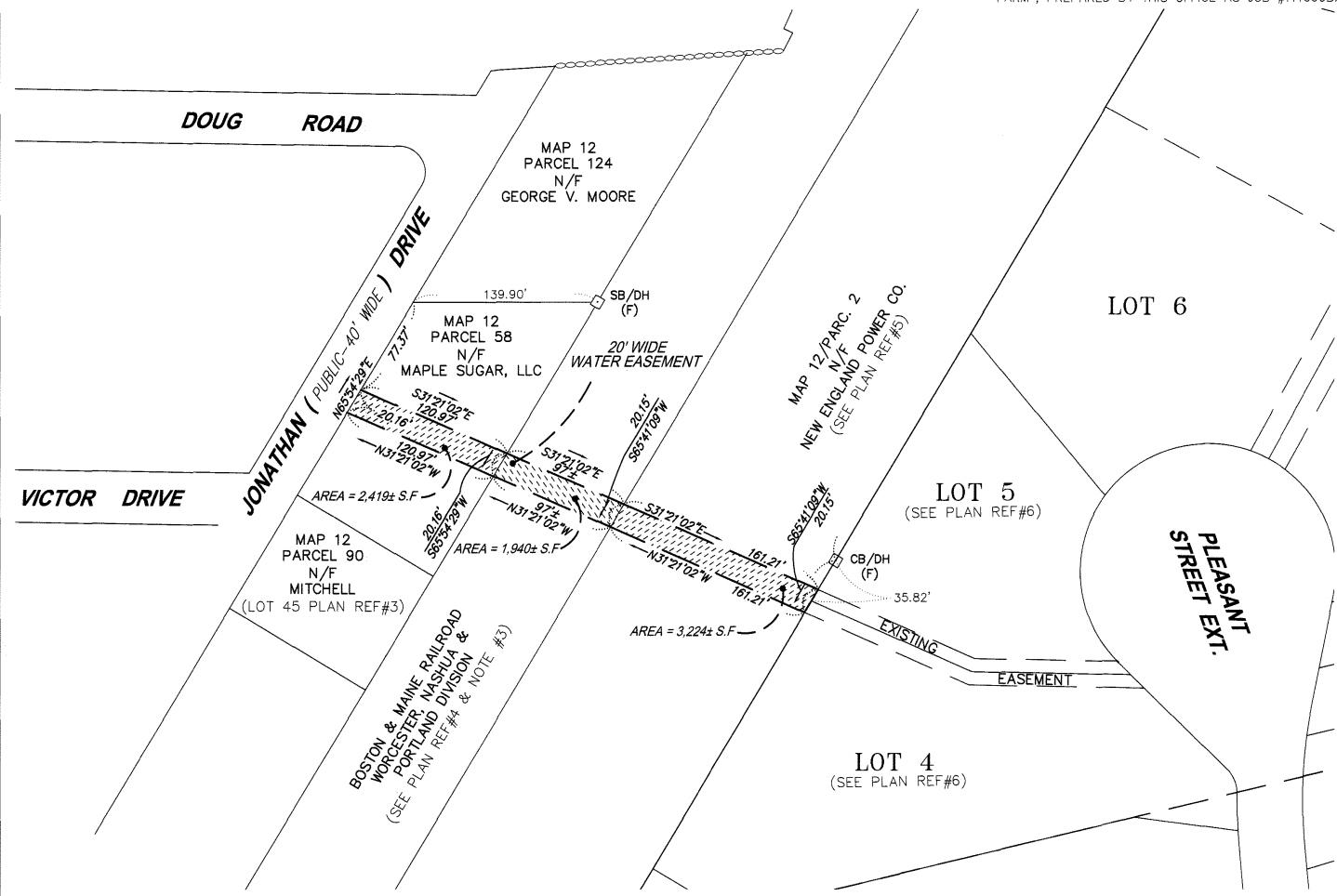
**PLAN REFERENCES:**

- PLANS ON FILE AT THE MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS
- 1) PLAN RECORDED AS #439 OF 1971.
  - 2) PLAN RECORDED AS #751 OF 1990.
  - 3) PLAN RECORDED AS #1737 OF 1960.
  - 4) PLAN OF BOSTON & MAINE RAILROAD R-O-W AND TRACK MAP SHOWN ON PLAN V6M/30.
  - 5) PLAN OF NEW ENGLAND POWER AND CONSTRUCTION COMPANY DRAWING L-798 (LANCASTER/AYER) DATED JAN. 6, 1933.
  - 6) DEFINITIVE RESIDENTIAL SUBDIVISION PLAN "RILEY JAYNE FARM", PREPARED BY THIS OFFICE AS JOB #111099B.

Middlesex Registry of Deeds,  
Southern District  
Cambridge, Massachusetts  
Plan No. 886 of 2017  
Rec'd 10-2 2017  
at 02 H 59 M P M

Attest  
*David J. DeBAY*  
Register

JOB NO. 171012



I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON 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 CERTIFICATION IS INTENDED TO MEET THE REQUIREMENTS OF THE REGISTRY OF DEEDS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE LAND SHOWN HEREON.

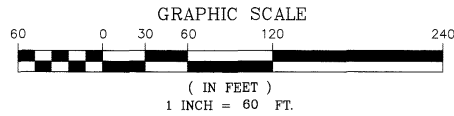
I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.



*David J. DeBAY*  
DAVID J. DeBAY, P.L.S. # 33887 DATE 9/13/17

**LEGEND**

N/F	NOW OR FORMERLY	DH	DRILL HOLE
1111/111	DEED BOOK/PAGE	SB	STONE BOUND
(F)	FOUND	CB	CONC. BOUND



**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

**EASEMENT PLAN OF LAND IN AYER, MASS.**

PREPARED FOR:  
TOWN OF AYER  
PUBLIC WORKS DEPARTMENT  
25 BROOK STREET  
AYER, MASS 01432

DRW. BY: DSB	DATE: SEPT. 13, 2017	JOB 171012	1 OF 1
CHK. BY: DJD			

886 of 2017

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2017 © COPYRIGHT GOLDSMITH, PREST & RINGWALL, INC.

**EXHIBIT B**

METES AND BOUNDS DESCRIPTION OF EASEMENT AREA

BEGINNING at a point, located at the Lot corner of Lots 4 & 5 of Pleasant Street Extension and Map 12 Parcel 2, thence;

S 65°41'09" W and 10.07 feet, to a point, thence;

N 31°21'02" W and 161.21 feet, to a point, thence;

N 65°41'09" E and 20.15 feet, to a point, thence;

S 31°21'02" E and 161.21 feet, to a point, thence;

S 65°41'09" W and 10.08 feet, to the POINT OF BEGINNING.

CONTAINING: 3,224 square feet, more or less.

## EXHIBIT C

### INSURANCE REQUIREMENTS

From the commencement of this Agreement, through termination or longer where specified below, Grantee shall provide and maintain at its own expense, insurance policies that are meant to be primary and non-contributory (*with no right of contribution by any other coverage available to Grantor, Grantor's affiliates and their respective agents, employees, directors and other parties that Grantor may identify*) and issued by reputable insurance companies, acceptable to Grantor with an A.M. Best rating of A- or better which meet or exceeds the requirements listed herein. Such policies, where required below shall include “**New England Power Company dba National Grid, National Grid USA, its direct parent, subsidiaries, affiliates, successors and assigns**” (“Insured Entities”) as Additional Insureds. Waiver of Subrogation, where required below shall be in favor of such Additional Insureds/Insured Entities for any loss or damage covered under those policies referenced in this Insurance Exhibit, or for any required coverage that may be self-insured by Grantee.

1. **Risk of Loss (Equipment/Materials).** Grantee shall be responsible for all risk of loss to its personal equipment and materials, and any other equipment and materials owned by its employees or by third parties that may be in their care, custody and control.
2. **Commercial General Liability (CGL) Insurance,** covering all operations, work and/or provision of services performed by or on behalf of Grantee under or in connection with this Agreement, at **minimum** limits of:

\$1,000,000 limit “per occurrence” – Bodily Injury/Property Damage  
\$2,000,000 limit – Product/Completed Operations  
\$2,000,000 limit - General Aggregate  
\$1,000,000 limit- Personal and Advertising Injury  
\$1,000,000 limit- Damages to Premises Rented to You Limit

Policy shall include coverage for contractual liability (with this Agreement being included under the definition of “Insured Contract”), and products/completed operations coverages. Policy shall not contain a cross-liability or a separation of insureds exclusion. Should coverage for products/completed operations be written on a claims-made form, the retroactive date shall not precede the effective date of this Agreement and coverage shall be maintained continuously for the duration of this Agreement and for at least three (3) years after Final Acceptance. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above. **Must use CG 2010 and CG 2037 (or equivalent) for Additional Insured endorsements.***

3. **Automobile Liability Insurance,** covering owned, non-owned and hired vehicles used in connection with all operations, work and/or provision of services performed by or on behalf of Grantee under or in connection with this Agreement at **minimum** limits of:

\$1,000,000 combined single limit “each accident”

Coverage for non-owned/hired vehicles evidenced through a Commercial General Liability policy would be acceptable upon Grantor's review and approval. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

- 4. Statutory Workers' Compensation and Employer's Liability Insurance**, in the state in which the operations, work and/or provision of services will be performed under this Agreement. The employer's liability limit shall be at least \$1,000,000 per occurrence for bodily injury, per employee for bodily injury by disease and by bodily injury by disease policy limit.

For work or services being performed on or close to water, policy shall include coverage for the **US Longshoreman & Harbor Workers' Compensation Act of 1927 and Jones Act of 1920.**

In the event Grantee is a **Sole Proprietor** that is exempt from maintaining Statutory Workers' Compensation/Employer's Liability insurance, Sole Proprietor is required to provide a Letter of Affidavit affirming no employees and are exempt from carrying Workers Compensation and Employer's Liability insurance. *Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

- 5. Umbrella Liability or Excess Liability Insurance**, providing broad "follow form" excess insurance with terms similar to the Commercial General Liability, Automobile Liability and Employer's Liability coverages outlined within this Agreement, at **minimum** limits of:

\$5,000,000 limit – Per Occurrence/Aggregate

Such insurance coverage shall include a drop-down provision in the event of exhaustion of underlying limits or aggregates. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

**In addition to above, Sections 6-10 is applicable to Grantee performing work in the capacity as a Contractor or is hiring Contractor(s) to do work on their behalf**

- 6. Contractor's Pollution Liability ("CPL") Insurance:** *(if applicable)* – Should Grantee acting in the capacity as a Contractor or hires a Contractor to complete work and/or services on their behalf, the respective party shall maintain CPL insurance to cover any sudden and gradual pollution incidents that may arise out of, under, or in connection with this Agreement including any and all Work and/or Services to be performed by or on behalf of Contractor, including but not limited to: (a) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b) property damage including physical injury or destruction of tangible property including resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not be physically injured or destroyed; and (c) defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages. There

should be no exclusions for asbestos, lead paint, silica or mold/fungus/legionella. This coverage shall carry a minimum limit of:

\$1,000,000 limit - "Per Incident/Aggregate"

*Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above if coverage is applicable.*

7. **Professional Liability Insurance**, *(if applicable)*, providing coverage for negligent acts, errors, and omissions (including when applicable, Technology errors and omissions), in an amount of \$1,000,000 "per claim" or equal to the value of the contract, whichever is greater, to protect Grantor from losses arising out of the use of Contractor's or its subcontractor's product or failure to render services.

Should coverage be written on a "Claims Made" form, Contractor or its subcontractors shall maintain such coverage for a period of not less than three (3) years post completion of work, with the retroactive date in place prior to and held constant with the date of this contract. *Waiver of Subrogation required from this policy for the Insured Entities outlined above if coverage is applicable.*

8. **Third (3<sup>rd</sup>) Party Crime Insurance**, *(if applicable)*, covering theft of Grantor's property by electronic means and for any dishonest acts that may be committed by Grantee's employee(s) against Grantor, in an amount no less than \$1,000,000 "per occurrence". *If coverage is applicable, Loss Payee status required from this policy for the Insured Entities outlined above.*
9. **Unmanned Aerial Systems/Vehicles (UAS/UAV)/Drone Insurance**, *(if equipment will be used in course of agreement)*, covering third-party liability for bodily injury and property damage arising out of the use of Unmanned Aerial Systems (UAS)/Vehicles (UAV) aka drones on National Grid's property, at minimum limits of \$10,000,000 "per occurrence". Such requirement could also be met outlining the same terms under an endorsed Aircraft Liability policy. *If coverage is applicable, Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*
10. **Protection & Indemnity/Commercial Watercraft Insurance**, *(if equipment will be used in course of agreement)*, providing Protection & Indemnity coverage for third-party liability related to bodily injury and property damage arising out of the use of such vessel while on National Grid's property, at minimum limits of \$1,000,000 "per occurrence". *If coverage is applicable, Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above if coverage is applicable.*
11. **Self-Insurance**. If approved in advance by Grantor's representative, proof as a qualified self-insurer will be acceptable in lieu of securing or maintaining one or more of the coverages required in this Insurance Exhibit. Such proof shall come in the form of a signed self-insurance letter on Grantee's letterhead, in a format provided by Grantor and shall become part of this insurance provision by reference herein.

With respect to Workers' Compensation, such evidence shall consist of a current self-insured certification form approved by the State in which the terms of this Agreement will be executed.

- 12. Other Coverage(s)/Compliance.** These requirements are in addition to any which may be required elsewhere in this Agreement. In addition, Grantee shall comply with any governmental site-specific insurance requirements even if not stated herein. This includes providing evidence of insurance and additional insured status, if necessary, to any third-party property owner on which Grantee's work activities associated with this Agreement may be taking place as required by law or permit.
- 13. Subcontractors.** In the event that Grantee uses a subcontractor(s) in connection with providing any services as outlined under this Agreement, the Grantee shall require all such subcontractor(s) to provide the required coverages and protections as outlined under Sections 1-10 of this insurance exhibit.
- 14. Subrogation Rights.** To the extent Grantee's insurance carriers will not waive their right of subrogation against the Insured Entities as required in the outset of these requirements, Grantee agrees to indemnify the Insured Entities for any subrogation activities pursued against them by Grantee's insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the Insured Entities or their employees, subcontractors or agents.
- 15. Certificate(s) of Insurance.** Prior to providing any services, Grantee (and when applicable, it's Contractors) shall promptly issue to Grantor certificate(s) of insurance and any requested endorsements (include any renewal thereof), evidencing all coverages and required protections (Additional Insured and Waiver of Subrogation where applicable) utilizing the address outlined by Grantor in this Agreement, with digital copies only being emailed to Grantor's Risk and Insurance Department at: [RiskandInsurance@nationalgrid.com](mailto:RiskandInsurance@nationalgrid.com). Failure to furnish the required certificate(s) of insurance and endorsements would not relieve Grantee from any liability obligations outlined under this Agreement.

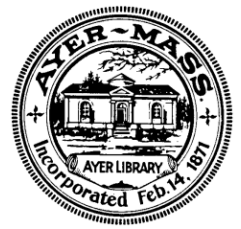
Policies shall be endorsed, and certificate(s) of insurance shall clearly outline that at least 30-days prior written notice will be provided to Grantor in the event of any cancellation, non-renewal or material change in coverage(s). Certificates shall declare applicable deductibles or self-insured retentions which shall be for the account of Grantee. Such deductibles or self-insured retentions shall not exceed \$100,000 unless agreed to by Grantor's Risk & Insurance Department.

- 16. Reservation of Rights.** Should any policy(ies) be canceled at any time during the term of this Agreement and Grantee fails immediately to procure other insurance as specified, Grantor reserves the right to procure such insurance and to invoice Grantee or void this Agreement.

- 17. Accident Reports.** Grantee shall furnish Grantor's Risk & Insurance Department with copies of any accident report(s) sent to Grantee's insurance carriers covering accidents, incidents or events occurring in connection with or as a result of the provision of the Services.
- 18. Full Policy Limits.** Grantee represents that it has full policy limits available and shall notify Grantor's Risk & Insurance Department in writing when coverages required herein have been reduced as a result of claim payments, expenses, or conditional change to policies.
- 19. No Limitation.** Nothing contained in these insurance requirements is to be construed as limiting the extent of Grantee's responsibility for payment of damages or its indemnification obligations under this Agreement.



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 23, 2023

**TO:** Ayer Select Board

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

**SUBJECT: Town Manager's Report for the March 27, 2023 Ayer Select Board Meeting**

Dear Honorable Select Board Members,

I am pleased to transmit to you the following Town Manager's Report for the March 27, 2023 Select Board Meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

**Administrative Update/Review of Town Warrant(s):**

- At the meeting I will provide a brief Administrative Update on the various activities, initiatives, and projects of the Town since the Select Board last met on March 7, 2023.
- I have reviewed, approved, and signed the following Town Warrants since the Select Board last met on March 7, 2023:

Payroll Warrant #23-18 in the amount of \$389,485.47 was reviewed, approved, and signed on March 7, 2023.

Accounts Payable Warrant #23-18 in the amount of \$1,905,615.35 was reviewed, approved, and signed on March 10, 2023.

Payroll Warrant #23-19 in the amount of \$387,049.72 was reviewed, approved, and signed on March 21, 2023.

**Appointments:**

- I am respectfully recommending and requesting that the Select Board vote to appoint Marilyn Schmalenberger of Ayer as an Alternate Member of the Zoning Board of Appeals for a term to expire on June 30, 2024.

**FY 2024 Budget Update:**

- At the meeting I will provide a brief update on the FY 2024 Budget. Attached for review by the Select Board is the FINAL DRAFT of the FY 2024 Budget as of March 23, 2023 (See attached). The changes from DRAFT #3 and the attached FINAL DRAFT are highlighted in green.

**DRAFT Annual Town Meeting Warrant Review:**

- At the meeting I would like to provide a brief review of the DRAFT Annual Town Meeting Warrant as of March 23, 2023. Attached is a copy of the DRAFT Annual Town Meeting Warrant (See attached). There will be the need for a brief Special Town Meeting immediately before the Annual Town Meeting on April 24, 2023 for the consideration of three supplemental appropriation Articles for the Water, Sewer, and Ambulance Enterprise Funds. Currently the Annual Town Meeting Warrant consists of 30 Articles. *The deadline for all Warrant Articles and Citizens Petitions is 12pm (noon) on Friday, March 31, 2023.*

**Adoption of Chapter 269 of the Acts of 2022 (One-time COLA for Town Retirees):**

- The Middlesex County Retirement Board has adopted Chapter 269 of the Acts of 2022 which would permit a one-time cost of living adjustment (COLA) of five percent (5%) on the first \$16,000 of the COLA base for retirees that are members of the Middlesex County Retirement System. Adoption of Chapter 269 of the Acts of 2022 requires 2/3 of the member communities to adopt by June 30, 2023 for this to go into effect.
- The Finance Manager has calculated that the estimated cost impact on the Town of Ayer would be estimated at \$275,520 to be paid as part of the Town’s Retirement Assessment starting in FY 2026 through FY 2036 (to be paid over a ten-year period). Note that if adopted, the Town’s Retirement Assessment will not begin to be charged until FY 2026. Please see the attached materials provided by the Middlesex County Retirement System (See attached materials).
- As of March 15, 2023, Nine (9) of the twenty-two (22) member communities of the Middlesex County Retirement System have voted to adopt Chapter 269. It is respectfully recommended that the Select Board consider voting to adopt Chapter 269.

**Discussion/Recommendation on Use of ARPA Funds – West Main Street Bridge:**

- The Town Manager and DPW Director would like to discuss with the Select Board the recommendation of the Select Board authorizing \$500,000 in ARPA Funds toward the West Main Street Bridge Replacement Project. (See attached memo).

**Amendment #1 – Cell Tower Agreement with SBA Towers II, LLC:**

- The Select Board is respectfully requested to review, approve, and sign the attached Amendment #1 to the Cell Tower Agreement between the Town of Ayer and SBA Towers II, LLC. Amendment #1 adjusts the start date of the new agreement to commence on October 6, 2023 when the current agreement expires.

Thank you.

Attachments: FINAL DRAFT FY 2024 Budget  
DRAFT Annual Town Meeting Warrant for April 24, 2023  
Adoption of Ch. 269 of the Acts of 2022 Supporting Materials  
Memo Recommending the Use of \$500,000 of ARPA Funds for the West Main Street Bridge Replacement Project  
Amendment #1 to the Cell Tower Agreement with SBA Towers II, LLC.

March 20, 2023

Mr. Robert Pontbriand

Town Manager

Ayer Town Hall

Ayer, MA. 01432

Dear Mr. Pontbriand,

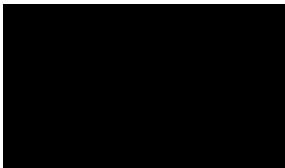
I am writing to convey my interest in serving as an alternate on the Ayer Zoning Board of Appeals. Jess Gugino has suggested that I apply for this opening on the Board.

I have been a homeowner and resident of Ayer since October 2015. Through the Senior Work-Off Program, last year I provided office support for the former agent of the Conservation Commission and during the transition prior to the hiring of the current agent. I respect the importance of service on town committees based on the experience of my husband Jon who has served on the Conservation Commission for the past five years.

If you have any questions or would like more information concerning my suitability for service on the Zoning Board of Appeals, please do not hesitate to contact me.

Sincerely,

Marilyn Schmalenberger



**FISCAL 2024 OMNIBUS BUDGET FINAL 03/23/2023**

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
MODERATOR	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01114-51100	MODERATOR, STIPEND	530.00	541.00	0.00	0.00	563.00	574.00	11.00	1.95%
01114-57000	OTHER CHARGES				0.00	100.00	100.00	0.00	0.00%
<b>TOTAL</b>	<b>MODERATOR</b>	<b>530.00</b>	<b>541.00</b>	<b>0.00</b>	<b>0.00</b>	<b>663.00</b>	<b>674.00</b>	<b>11.00</b>	<b>1.66%</b>

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
SELECT BOARD	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01122-51000	SALARY	241117.98	252272.18	259346.37	100640.16	275896.00	296913.02	21017.02	7.62%
01122-51100	WAGES	7510.39	11363.49	9082.04	3273.35	60356.00	61563.12	1207.12	2.00%
01122-52000	SERVICES	1373.24	1235.76	1019.72	331.92	1250.00	1250.00	0.00	0.00%
01222-54000	SUPPLIES	567.05	617.43	689.34	96.02	1000.00	1000.00	0.00	0.00%
01122-57000	OTHER CHARGES & EXPENSES	2452.16	3219.94	2729.84	2578.00	3500.00	3500.00	0.00	0.00%
01122-58000	CAPITAL	0.00	0.00	2250.00	0.00	0.00	0.00	0.00	0.00%
<b>TOTAL</b>	<b>SELECT BOARD</b>	<b>253020.82</b>	<b>268708.80</b>	<b>275117.31</b>	<b>106919.45</b>	<b>342002.00</b>	<b>364226.14</b>	<b>22224.14</b>	<b>6.50%</b>

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
BENEFITS AND PAYROLL ADMINISTRATION	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01126	BENEFITS & PAYROLL MANAGER								
01126-51000	BENEFITS & P/R - SALARY	69028.88	71767.96	71348.92	27267.76	73273.00	72456.35	(816.65)	-1.11%
01126-51100	BENEFITS & PAYROLL WAGES	0.00	0.00	0.00	0.00	8243.00	8823.36	580.36	7.04%
01126-52000	BENEFITS & P/R- SERVICES	2060.14	4792.77	2023.00	566.00	4800.00	5280.00	480.00	10.00%
01126-54000	BENEFITS & P/R-SUPPLIES	159.25	243.23	219.86	185.76	1450.00	1595.00	145.00	10.00%
01126-57000	BENEFITS & P/R- EXPENSES	622.27	232.50	1575.85	0.00	1800.00	1980.00	180.00	10.00%
<b>TOTAL</b>	<b>BENEFITS &amp; PAYROLL MANAG</b>	<b>71870.54</b>	<b>77036.46</b>	<b>75167.63</b>	<b>28019.52</b>	<b>89566.00</b>	<b>90134.71</b>	<b>568.71</b>	<b>0.63%</b>

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
RESERVE FUND	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01132-57000	RESERVE FUND APPROP	9300.00	44500.00	81201.00	0.00	300000.00	175000.00	(125000.00)	-41.67%
<b>TOTAL</b>	<b>RESERVE FUND</b>	<b>9300.00</b>	<b>44500.00</b>	<b>81201.00</b>	<b>0.00</b>	<b>300000.00</b>	<b>175000.00</b>	<b>(125000.00)</b>	<b>-41.67%</b>

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
TOWN ACCOUNTANT	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01135	TOWN ACCOUNTANT								
01135-51000	ACCOUNTANT -SALARY	5392.41	11233.25	24960.95	44922.33	112397.00	93664.43	(18732.57)	-16.67% *re-organization to treasurer's budget
01135-51100	ACCOUNTANT - WAGES	165889.10	171688.04	156769.63	24110.89	72056.00	63548.80	(8507.20)	-11.81% *Position open - budget step 3
01135-52000	ACCOUNTANT- SERVICES	18200.88	31250.00	22000.00	0.00	32000.00	34000.00	2000.00	6.25% *increase for anticipated single audit
01135-53000	PROFESSIONAL SERVICES	8625.00	3706.50	12425.00	3500.00	0.00	3675.00	3675.00	100.00%
01135-54000	ACCOUNTANT - SUPPLIES	402.50	647.26	639.01	534.50	1000.00	1000.00	0.00	0.00%
01335-57000	ACCOUNTANT - EXPENSES	699.95	850.27	1379.85	1515.00	1500.00	2560.00	1060.00	70.67% *increase for annual education and training needs
<b>TOTAL</b>	<b>TOWN ACCOUNTANT</b>	<b>199209.84</b>	<b>219375.32</b>	<b>218174.44</b>	<b>74582.72</b>	<b>218953.00</b>	<b>198448.23</b>	<b>(20504.77)</b>	<b>-9.36%</b>

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
FINANCIAL COMPUTER SUPPORT	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01136	FINANCIAL COMPUTER SUPPORT								
01136-51000	COMPUTER SUPPORT STIPEND	5278.00	5487.62	4877.87	0.00	5598.00	3000.00	(2598.00)	-46.41% *reorganization to Treasurer budget
01136-52000	COMPUTER SUPPORT - SERVICES	40277.39	40623.56	45431.50	23389.36	43844.00	47000.00	3156.00	7.20% *Required upgrade of financial software and training
01136-54000	COMPUTER SUPPORT - SUPPLIES	681.92	0.00	2411.09	0.00	500.00	950.00	450.00	90.00% *Transfer of toner and forms formerly in IT budget
01136-57000	COMPUTER SUPPORT - EXPENSES	56.39	0.00	0.00	0.00	2000.00	2000.00	0.00	0.00%
<b>TOTAL</b>	<b>FINANCIAL COMPUTER SUPPORT</b>	<b>46293.70</b>	<b>46111.18</b>	<b>52720.46</b>	<b>23389.36</b>	<b>51942.00</b>	<b>52950.00</b>	<b>1008.00</b>	<b>1.94%</b>

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
BOARD OF ASSESSORS	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01141	BOARD OF ASSESSORS								
01141-51000	ASSESSORS - SALARY	107628.61	109906.75	89578.06	40383.01	87566.00	97750.61	10184.61	11.63%
01141-51100	ASSESSORS-WAGES	58044.67	62517.44	62906.24	24944.56	66102.00	70649.74	4547.74	6.88%
01141-52000	ASSESSORS - SERVICES	13559.36	13201.74	43261.94	25160.00	40150.00	35000.00	(5150.00)	-12.83%
01141-54000	ASSESSORS - SUPPLIES	339.37	451.56	402.85	704.69	1091.00	1500.00	409.00	37.49% * increase toner due to expense transferred from IT
01141-57000	ASSESSORS - EXPENSES	5860.00	6588.67	7911.49	1168.00	11025.00	12112.00	1087.00	9.86%
<b>TOTAL</b>	<b>BOARD OF ASSESSORS</b>	<b>185432.01</b>	<b>192666.16</b>	<b>204060.58</b>	<b>92360.26</b>	<b>205934.00</b>	<b>217012.35</b>	<b>11078.35</b>	<b>5.38%</b>

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
TREASURER/TAX COLLECTOR	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01145	TOWN TREASURER								
01145-51000	TREASURER - SALARY	(589.34)	2199.19	11838.72	32825.52	90573.00	119266.11	28693.11	31.68% *reorganization from Accountant budget
01145-51100	TREASURER - WAGES	148377.07	160681.15	157795.43	35438.94	97152.00	103074.34	5922.34	6.10%

01145-52000	TREASURER - SERVICES	12747.14	11634.39	11264.16	1973.23	14000.00	10000.00	(4000.00)	-28.57%	*decrease 2000 over all
01145-54000	TREASURER - SUPPLIES	2302.72	2717.99	2337.03	511.79	3000.00	4000.00	1000.00	33.33%	
01145-57000	TREASURER - EXPENSES	877.93	6648.70	3349.47	1845.00	3500.00	4500.00	1000.00	28.57%	
TOTAL	TOWN TREASURER	163715.52	183881.42	186584.81	72594.48	208225.00	240840.45	32615.45	15.66%	

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
01147	FINANCE COMMITTEE								
01147-57000	EXPENSES	280.00	180.00	180.00	184.00	500.00	500.00	0.00	0.00%
TOTAL	FINANCE COMMITTEE	280.00	180.00	180.00	184.00	500.00	500.00	0.00	0.00%

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
01148	PARKING TICKETS								
01148-52000	SERVICES	1347.71	688.83	607.55	70.00	1250.00	1250.00	0.00	0.00%
TOTAL	PARKING TICKETS	1347.71	688.83	607.55	70.00	1250.00	1250.00	0.00	0.00%

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
01151	TOWN COUNSEL								
01151-53090	LEGAL SERVICES	58335.89	51196.92	59669.83	12258.15	80000.00	75000.00	(5000.00)	-6.25%
TOTAL	TOWN COUNSEL	58335.89	51196.92	59669.83	12258.15	80000.00	75000.00	(5000.00)	-6.25%

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)	
01154	MANAGEMENT SUPPORT									
01154-51100	MGMT SUPPORT - WAGES	0.00	0.00	3776.26	16308.46	105820.00	75820.00	(30000.00)	-28.35%	*decreased \$30000
01154-51300	MANAGEMENT SUPPORT OVERTIME	1164.36	911.35	799.83	878.01	0.00	0.00	0.00	0.00%	
01154-52000	MGMT SUPPORT - SERVICES	11294.77	18072.02	24385.01	12502.75	28000.00	35000.00	7000.00	25.00%	
01154 54000	MGMT SUPPORT - SUPPLIES	1178.19	1662.50	4013.19	1453.35	1500.00	1500.00	0.00	0.00%	
01154-57000	MGMT SUPPORT - EXPENSES	119.97	708.59	1673.66	15.42	5500.00	5500.00	0.00	0.00%	
TOTAL	MANAGEMENT SUPPORT	65840.49	77611.57	84367.04	31157.99	140820.00	117820.00	(23000.00)	-16.33%	

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
01158	TAX TITLE FORECLOSURE								
01158-52000	TAX TITLE FORECLOSURE- SERVICE	12904.33	5530.06	10299.05	8149.65	15000.00	15000.00	0.00	0.00%
TOTAL	TAX TITLE FORECLOSURE	12904.33	5530.06	10299.05	8149.65	15000.00	15000.00	0.00	0.00%

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
01161	TOWN CLERK								
01161-51000	TOWN CLERK - SALARY	(1106.48)	2164.00	11933.77	26695.27	82187.00	95344.94	13157.94	16.01%
01161-51100	TOWN CLERK -WAGES	126329.80	131576.72	124672.69	20078.11	48277.00	52982.12	4705.12	9.75%
01161-51300	TOWN CLERK OVERTIME	0.00	395.39	0.00	186.59	0.00	0.00	0.00	0.00%
01161-52000	TOWN CLERK - SERVICES	0.00	611.24	726.74	165.96	2000.00	2000.00	0.00	0.00%
01161-54000	TOWN CLERK - SUPPLIES	751.49	495.90	972.94	779.33	2800.00	2500.00	(300.00)	-10.71%
01161-57000	TOWN CLERK - EXPENSES	255.00	385.00	2491.14	141.25	3000.00	3000.00	0.00	0.00%
TOTAL	TOWN CLERK	126229.81	135628.25	140797.28	48046.51	138264.00	155827.06	17563.06	12.70%

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
01162	ELECTIONS & REGISTRATIONS								
01162-51000	ELECTIONS & REGISTRARS	847.00	1153.00	500.00	0.00	0.00	0.00	0.00	0.00%
01162-51100	ELECTIONS - WAGES	9453.80	10228.21	2718.60	8782.70	12296.00	10000.00	(2296.00)	-18.67%
01162-51300	ELECTIONS OVERTIME	0.00	228.91	0.00	897.96	0.00	0.00	0.00	0.00%
01162-52000	ELECTIONS - SERVICES	5837.62	7618.82	6022.80	3206.50	10500.00	8000.00	(2500.00)	-23.81%
01162-54000	ELECTION - SUPPLIES	2507.16	3053.14	1110.90	2703.78	3500.00	3500.00	0.00	0.00%
01162-57000	ELECTIONS - EXPENSES	164.71	769.16	0.00	0.00	500.00	1000.00	500.00	100.00%
TOTAL	ELECTIONS & REGISTRATION	18810.29	23051.24	10352.30	15590.94	26796.00	22500.00	(4296.00)	-16.03%

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)	
01164	POSTAGE									
01164-53000	TOWN HALL POSTAGE FUND POSTAGE	17925.61	19811.75	20997.31	12013.87	23100.00	30000.00	6900.00	29.87%	Estimated postage increase effective January 2023
TOTAL	TOWN HALL POSTAGE FUND	17925.61	19811.75	20997.31	12013.87	23100.00	30000.00	6900.00	29.87%	

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)	
01166	INFORMATION TECHNOLOGY									
01166-51000	INFO TECH - SALARY	(359.92)	1894.21	14298.87	25455.73	102608.00	89888.40	(12719.60)	-12.40%	*position open, budgeted for step 5

01166-51100	INFO TECH - WAGES	94229.17	103615.46	80957.19	2478.50	8200.00	8640.00	440.00	5.37%	*minimum wage increased to \$15.00
01166-52000	INFO TECH - SERVICES	46879.16	60964.29	74236.02	46373.20	54045.00	59045.00	5000.00	9.25%	*additional cyber security requirements
01166-54000	INFO TECH - SUPPLIES	4470.00	4540.33	3785.00	4082.26	5050.00	5500.00	450.00	8.91%	
01166-57000	INFO TECH - EXPENSES	911.86	444.65	1055.94	3330.51	18000.00	20000.00	2000.00	11.11%	
01166-58000	INFO TECH CAPITAL	7814.25	19159.24	10982.90	0.00	0.00	0.00	0.00	0.00%	
<b>TOTAL</b>	<b>INFORMATION TECHNOLOGY</b>	<b>153944.52</b>	<b>190618.18</b>	<b>185315.92</b>	<b>81720.20</b>	<b>187903.00</b>	<b>183073.40</b>	<b>(4829.60)</b>	<b>-2.57%</b>	

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
01171	CONSERVATION COMMISSION								
01171-51000	CONSERVATION - SALARY	56697.86	61570.75	41691.14	22619.90	59445.00	68548.12	9103.12	15.31%
01171-52000	CONSERVATION - SERVICES	919.13	1579.13	6604.57	165.96	13050.00	10500.00	(2550.00)	-19.54%
01171-54000	CONSERVATION - SUPPLIES	303.39	231.20	1474.11	184.84	1450.00	1200.00	(250.00)	-17.24%
01171-57000	CONSERVATION - EXPENSES	2403.13	879.13	1590.99	1595.54	2625.00	2400.00	(225.00)	-8.57%
<b>TOTAL</b>	<b>CONSERVATION COMMISSION</b>	<b>60104.07</b>	<b>64891.41</b>	<b>58054.25</b>	<b>24566.24</b>	<b>76570.00</b>	<b>82648.12</b>	<b>6078.12</b>	<b>7.94%</b>

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
01175	TOWN PLANNER								
01175-51000	TOWN PLANNER SALARY	82721.68	86790.69	86347.72	33324.98	94920.00	89888.40	(5031.60)	-5.30%
01175-54000	SUPPLIES	0.00	0.00	0.00	200.61	0.00	0.00	0.00	0.00%
01175-54200	OFFICE SUPPLIES	617.88	644.12	839.03	165.96	450.00	450.00	0.00	0.00%
01175-55801	PUBLIC HEARINGS EXPENSE	10.11	210.31	576.06	0.00	150.00	150.00	0.00	0.00%
01175-57000	OTHER CHARGES & EXPENSES	3433.92	454.36	3817.23	780.46	1900.00	1900.00	0.00	0.00%
<b>TOTAL</b>	<b>TOWN PLANNER</b>	<b>86783.59</b>	<b>88099.48</b>	<b>91580.04</b>	<b>34472.01</b>	<b>97420.00</b>	<b>92388.40</b>	<b>(5031.60)</b>	<b>-5.16%</b>

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
01181	URBAN DEVELOPMENT								
01181-56600	REGIONAL PLANNING ASSESS.	2510.52	2573.28	2637.62	2888.60	2888.60	2960.82	72.22	2.50%
<b>TOTAL</b>	<b>URBAN DEVELOPMENT</b>	<b>2510.52</b>	<b>2573.28</b>	<b>2637.62</b>	<b>2888.60</b>	<b>2888.60</b>	<b>2960.82</b>	<b>72.22</b>	<b>2.50%</b>

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
01188	COMMUNITY & ECONOMIC DEV								
01188-51000	PLAN & DEVELOP - SALARIES	38680.32	39982.26	42495.90	16079.95	44344.00	46373.32	2029.32	4.58%
01188-51100	PLAN & DEVELOP - WAGES	(148.20)	555.24	0.00	12243.98	37085.00	39871.96	2786.96	7.52%
01188-52000	PLAN & DEVELOP - SERVICES	0.00	28.24	0.00	0.00	200.00	200.00	0.00	0.00%
01188-54000	PLAN & DEVELOP - SUPPLIES	0.00	194.30	0.00	0.00	250.00	250.00	0.00	0.00%
<b>TOTAL</b>	<b>COMMUNITY &amp; ECONOMIC DEV</b>	<b>38532.12</b>	<b>40760.04</b>	<b>42495.90</b>	<b>28323.93</b>	<b>81879.00</b>	<b>86695.28</b>	<b>4816.28</b>	<b>5.88%</b>

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)	
01192	PUBLIC BLDGS & PROP MAINT									
01192 51000	FACILITIES- SALARY	71420.40	76933.20	88458.84	32632.66	90333.00	94444.42	4111.42	4.55%	
01192 51100	FACILITIES - WAGES	40043.52	22681.46	7030.96	15742.97	44284.00	47167.92	2883.92	6.51%	
01192 51300	FACILITIES OVERTIME	7175.18	18891.49	16214.56	124.40	0.00	1000.00	1000.00	100.00%	
01192 52000	FACILITIES - SERVICES	72319.52	106989.72	106950.91	17960.64	57500.00	49500.00	(8000.00)	-13.91%	
01192 52010	SERVICES-OTHER TOWN BUILDINGS	0.00	0.00	0.00	1419.00	0.00	20000.00	20000.00	100.00%	*Reclassification of GL numbers
01192 52021	FACILITIES SERVICES - APD	0.00	0.00	0.00	669.32	0.00	20600.00	20600.00	100.00%	
01192 52022	FACILITIES SERVICES - AFD	0.00	0.00	0.00	1063.54	0.00	28000.00	28000.00	100.00%	
01192 52100	FACILITIES - UTILITIES	78731.69	90017.19	93319.57	19894.89	141400.00	35500.00	(105900.00)	-74.89%	
01192 52121	FACILITIES UTILITIES - APD	0.00	0.00	0.00	886.82	0.00	36000.00	36000.00	100.00%	
01192 52122	FACILITIES UTILITIES - AFD	0.00	0.00	0.00	2926.87	0.00	35600.00	35600.00	100.00%	
01192 52200	FACILITIES GROUNDSKEEPING	0.00	0.00	1189.72	1917.27	7000.00	4000.00	(3000.00)	-42.86%	
01192 52221	FACILITIES GROUNDSKEEPING- APD	0.00	0.00	0.00	51.45	0.00	2500.00	2500.00	100.00%	
01192 52222	FACILITIES GROUNDSKEEPING- AFD	0.00	0.00	0.00	60.90	0.00	500.00	500.00	100.00%	
01192 52400	FACILITIES REP & MAINTENANCE	13504.06	9483.76	14937.90	7269.03	15800.00	12208.00	(3592.00)	-22.73%	
01192 52421	FACILITIES MAINTENANCE - APD	0.00	0.00	0.00	352.00	0.00	10104.00	10104.00	100.00%	
01192 52422	FACILITIES MAINTENANCE - AFD	0.00	0.00	0.00	11260.00	0.00	10858.00	10858.00	100.00%	
01192 54000	FACILITIES - SUPPLIES	24631.98	34394.26	35454.78	12915.52	26400.00	18200.00	(8200.00)	-31.06%	
01192 54021	FACILITIES SUPPLIES - APD	0.00	0.00	0.00	201.77	0.00	11500.00	11500.00	100.00%	
01192 54022	FACILITIES SUPPLIES - AFD	0.00	0.00	0.00	2396.75	0.00	6200.00	6200.00	100.00%	
01192 54100	CLOTHING SUPPLIES	0.00	597.82	575.96	40.24	600.00	600.00	0.00	0.00%	
01192 57000	FACILITIES - EXPENSES	2410.15	2841.63	3782.64	2180.34	2902.79	3000.00	97.21	3.35%	
01192 58000	FACILITIES CAPITAL	16989.21	0.00	0.00	0.00	(102.79)	0.00	102.79	-100.00%	
<b>TOTAL</b>	<b>PUBLIC BLDGS &amp; PROP MAINT</b>	<b>327225.71</b>	<b>362830.53</b>	<b>367915.84</b>	<b>131966.38</b>	<b>386117.00</b>	<b>447482.34</b>	<b>61365.34</b>	<b>15.89%</b>	<b>*increased energy costs</b>

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
GENERAL INSURANCE	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01193	GENERAL INSURANCE								
01193-57400	WORKERS COMPENSATION INS	54533.00	56616.00	54397.00	56838.60	71500.00	74360.00	2860.00	4.00% *decreased \$9000
01193-57410	FIRE/POLICE ACC LIAB INS	43247.00	58970.94	57672.30	64507.46	53900.00	64290.00	10390.00	19.28%
01193-57430	FIRE, CASUALTY & LIAB INS	120859.68	129979.00	153647.36	163914.15	168300.00	175032.00	6732.00	4.00% *decreased \$10000
TOTAL	GENERAL INSURANCE	218639.68	245565.94	265716.66	285260.21	293700.00	313682.00	19982.00	6.80%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
POLICE DEPARTMENT	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01210	POLICE DEPARTMENT								
01210 51000	POLICE DEPT-SALARIES	0.00	0.00	37520.92	102550.54	297127.00	303465.55	6338.55	2.13%
01210 51100	POLICE DEPT-WAGES	2028904.32	2239258.90	2169735.12	559045.81	1793643.00	1976202.10	182559.10	10.18%
01210 51300	POLICE DEPT-OVERTIME	128475.55	233485.34	233102.58	97177.10	352808.00	302808.00	(50000.00)	-14.17%
01210 52000	POLICE - SERVICES	114850.27	117377.07	138343.47	56761.80	120502.00	123580.99	3078.99	2.56%
01210 52100	POLICE UTILITY SERVICES	0.00	0.00	434.39	1051.27	2510.00	7900.00	5390.00	214.74%
01210 54000	POLICE - SUPPLIES	32883.19	67140.00	63679.65	71289.69	30900.00	27300.00	(3600.00)	-11.65%
01210 54100	POLICE - CLOTHING ALLOWANCE	23368.14	23030.47	20895.32	8791.47	27350.00	34075.00	6725.00	24.59%
01210 57000	POLICE -EXPENSE	30890.20	26170.79	46247.97	16364.64	75331.00	79552.00	4221.00	5.60%
01210 58000	POLICE CAPITAL	56062.32	50321.62	53734.22	96389.24	61100.00	72715.00	11615.00	19.01%
TOTAL	POLICE DEPARTMENT	2415433.99	2756784.19	2763693.64	1009421.56	\$ 2,761,271.00	\$ 2,927,598.64	166327.64	6.02%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
FIRE DEPARTMENT	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01220	FIRE DEPARTMENT								
1220-51000	FIRE - SALARY	52302.22	54920.88	81480.15	97608.89	265394.00	299041.43	33647.43	12.68%
1220-51100	FIRE DEPT WAGES	1340826.47	1451100.76	1487049.76	457985.81	1309568.00	1335454.64	25886.64	1.98% *decreased for education \$7,300
1220-51300	FIRE DEPT-OVERTIME	273242.26	278944.05	244114.11	149246.13	464498.00	500960.55	36462.55	7.85% *decreased \$20,000
1220-52000	SERVICES	37725.72	40244.31	56297.89	14677.73	52775.00	56055.61	3280.61	6.22%
1220-53020	OSHA SERVICES	0.00	0.00	0.00	2002.14	12173.00	12173.00	0.00	0.00%
1220-54000	SUPPLIES	34544.67	50135.39	82232.33	19511.32	49439.00	46664.00	(2775.00)	-5.61%
1220-57000	OTHER CHARGES & EXPENSES	9374.27	11731.89	18670.29	7543.85	33585.00	34135.35	550.35	1.64%
1220-58000	CAPITAL	13462.54	15009.60	2647.96	1004.00	5000.00	5000.00	0.00	0.00%
TOTAL	FIRE DEPARTMENT	1761478.15	1902086.88	1972492.49	749579.87	2192432.00	2289484.58	97052.58	4.43%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
DISPATCHERS	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01231	DISPATCHERS								
01231 51000	REGION DISPATCH-SALARY	0.00	0.00	2556.30	38601.18	94879.00	99078.44	4199.44	4.43%
01231 51100	REGION DISPATCHERS - WAGES	194382.77	18741.49	72655.36	214360.60	360684.00	345776.19	(14907.81)	-4.13%
01231 51300	DISPATCHER - OVERTIME	0.00	0.00	9688.31	37874.04	61000.00	61000.00	0.00	0.00%
01231 52000	REGIONAL DISPATCH-SERVICES	0.00	0.00	0.00	20.00	15000.00	22162.50	7162.50	47.75%
01231 54000	REGIONAL DISPATCH - SUPPLIES	0.00	337.02	0.00	79.74	1000.00	1000.00	0.00	0.00%
01231 54100	DISPATCHER - CLOTHING ALLOWANCE	969.25	920.99	1691.92	1465.00	4700.00	5400.00	700.00	14.89%
01231 57000	REGIONAL DISPATCH-EXPENSES	0.00	0.00	440.02	841.51	1169.00	13369.00	12200.00	1043.63%
TOTAL	DISPATCHERS	195352.02	19999.50	87031.91	293242.07	538432.00	547786.13	9354.13	1.74%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
BUILDING INSPECTION	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01241	BUILDING								
01241-51000	BUILDING INSPECTOR-SALARIES	(342.00)	1279.00	13641.00	37523.00	103592.00	108287.12	4695.12	4.53%
01241-51100	BUILDING INSPECTOR- WAGES	89137.49	94457.00	87248.00	4200.00	31200.00	68966.64	37766.64	121.05%
01241-51300	BUILDING INSPECTOR-OVERTIME	0.00	0.00	342.00	580.00	0.00	0.00	0.00	0.00%
01241-52000	BUILDING INSPECTION-SERVICES	3601.49	1468.00	1207.00	203.00	1000.00	1000.00	0.00	0.00%
01241-54000	BUILDING INSPECTION - SUPPLIES	4689.00	5079.00	4807.00	894.00	1000.00	1000.00	0.00	0.00%
01241-54100	WEIGHTS AND MEASURES	0.00	0.00	0.00	1332.00	6500.00	6500.00	0.00	0.00%
01241-57000	BUILDING INSPECITON-EXPENSES	2005.00	1193.00	2010.00	3332.00	4000.00	5000.00	1000.00	25.00%
TOTAL	BUILDING INSPECTION	99090.98	103476.00	109255.00	48064.00	147292.00	190753.76	43461.76	29.51%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
BARN INSPECTOR	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01247	BARN								
01247-51100	BARN INSPECTOR STIPEND	2600.00	2600.00	2600.00	0.00	2652.00	2705.00	53.00	2.00%
TOTAL	BARN INSPECTOR	2600.00	2600.00	2600.00	0.00	2652.00	2705.00	53.00	2.00%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
EMERGENCY SERVICES	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01291-51100	EMERGENCY MGMT STIPEND	12505.00	12756.00	12382.39	13140.00	13140.00	16650.46	3510.46	26.72%
01291-52000	SERVICES	7000.00	7000.00	7000.00	7000.00	7000.00	7400.00	400.00	5.71%
01291-54000	SUPPLIES	3000.00	3000.00	3000.00	3000.00	3000.00	3000.00	0.00	0.00%
01291-57000	OTHER CHARGES & EXPENSES	100.00	100.00	100.00	100.00	100.00	100.00	0.00	0.00%
TOTAL	EMERGENCY SERVICES	22605.00	22856.00	22482.39	23240.00	23240.00	27150.46	3910.46	16.83%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
ANIMAL CONTROL OFFICER	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01292	ANIMAL CONTROL OFFICER								
01292 51100	ANIMAL CONTROL - WAGES	13316.16	14169.00	14549.06	5482.90	15178.00	16473.60	1295.60	8.54%
01292 52000	ANIMAL CONTROL - SERVICES	175.00	226.50	924.43	176.00	908.00	908.00	0.00	0.00%
01292 54000	ANIMAL CONTROL - SUPPLIES	338.70	277.85	140.77	19.99	374.00	374.00	0.00	0.00%
01292 57000	ANIMAL CONTROL - EXPENSES	0.00	0.00	0.00	0.00	200.00	200.00	0.00	0.00%
TOTAL	ANIMAL CONTROL OFFICER	13829.86	14673.35	15614.26	5678.89	16660.00	17955.60	1295.60	7.78%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
TREE WARDEN	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01294	TREE WARDEN								
01294 51100	TREE WARDEN STIPEND	10200.32	10608.24	10641.31	3929.97	10824.00	11040.48	216.48	2.00%
01294 52000	TREE WARDEN - SERVICES	31234.88	15212.80	34421.68	4165.96	50600.00	63000.00	12400.00	24.51%
01294 53100	POLICE DETAILS	1401.84	1908.68	1202.06	0.00	4000.00	4000.00	0.00	0.00%
01294 54000	TREE WARDEN - SUPPLIES	856.63	270.15	243.85	0.00	3000.00	3000.00	0.00	0.00%
01294 57000	TREE WARDEN - EXPENSES	85.00	10085.00	85.00	2500.00	1000.00	1000.00	0.00	0.00%
TOTAL	TREE WARDEN	43778.67	38084.87	46593.90	10595.93	69424.00	82040.48	12616.48	18.17%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
DPW ADMINISTRATION	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01410	DPW-ADMINISTRATION								
01410 51000	DPW ADMIN- SALARY	2415.00	2181.40	31976.65	49119.29	135770.00	234168.16	98398.16	72.47% *Reclassification of GL numbers
01410 51100	DPW ADMIN - WAGES	355047.87	381949.62	296648.34	50469.50	282864.00	223213.41	(59650.59)	-21.09%
01410 51300	DPW ADMIN OVERTIME	118.08	973.57	102.70	0.00	500.00	500.00	0.00	0.00%
01410 52000	DPW ADMIN - SERVICES	27919.95	21740.12	27293.65	8952.84	27000.00	34500.00	7500.00	27.78%
01410 52100	DPW ADMIN - UTILITIES	2360.10	2707.69	6931.53	526.53	15000.00	16500.00	1500.00	10.00%
01410 54000	DPW ADMIN - SUPPLIES	(12365.77)	23485.40	9898.49	2175.57	6500.00	7500.00	1000.00	15.38%
01410 57000	DPW ADMIN - EXPENSES	3468.53	1610.95	13942.95	988.74	5000.00	5000.00	0.00	0.00%
TOTAL	DPW-ADMINISTRATION	378963.76	434648.75	386794.31	112232.47	472634.00	521381.57	48747.57	10.31%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
HIGHWAY - DPW	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01420	DPW-HIGHWAY DEPARTMENT								
01420 51100	HIGHWAY DEPT - WAGES	308986.71	303511.92	300427.58	121371.02	336143.00	341238.96	5095.96	1.52% *Contractual
01420 51300	HIGHWAY DEPT OVERTIME	15272.37	13691.62	13056.24	3611.88	14500.00	14500.00	0.00	0.00%
01420 51900	HWY CLOTHING REIMBURSEMENT	3733.32	3500.00	3974.99	750.00	3500.00	3500.00	0.00	0.00%
01420 52000	HIGHWAY DEPT - SERVICES	20882.44	45011.08	40122.63	11449.75	32000.00	43500.00	11500.00	35.94% *Increased service costs
01420 52100	HIGHWAY UTILITIES	6096.46	8204.73	20629.20	1642.01	2000.00	2000.00	0.00	0.00%
01420 52200	DPW HWY - LINE PAINTING	0.00	0.00	0.00	0.00	14000.00	18000.00	4000.00	28.57%
01420 53100	POLICE DETAILS	6363.66	4431.12	8201.12	237.68	8000.00	8000.00	0.00	0.00%
01420 54000	HIGHWAY DEPT - SUPPLIES	31834.36	12964.13	21972.96	13658.50	37600.00	37600.00	0.00	0.00%
01420 57000	HIGHWAY DEPT - EXPENSES	1069.63	334.85	804.80	324.95	1200.00	1200.00	0.00	0.00%
01420 58000	DPW HWY CAPITAL	17023.21	2203.24	0.00	0.00	0.00	0.00	0.00	0.00%
TOTAL	DPW-HIGHWAY DEPARTMENT	411262.16	393852.69	409189.52	153045.79	448943.00	469538.96	20595.96	4.59%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
STORM WATER	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01421	DPW-STORMWATER MANAGEMENT								
01421 51100	STORM WATER - WAGES	9410.94	6401.52	32808.36	20682.17	0.00	0.00	0.00	0.00%
01421 52000	STORMWATER - SERVICES	31513.37	42618.99	91040.45	6312.15	40500.00	40500.00	0.00	0.00%
01421 52300	STORMWATER CATCH BASIN	0.00	0.00	0.00	0.00	12000.00	15000.00	3000.00	25.00%
01421 53100	STORMWATER POLICE DETAILS	21439.48	3192.46	1354.96	1834.80	5000.00	5000.00	0.00	0.00%
01421 54000	STORMWATER - SUPPLIES	(7725.02)	34279.95	4254.54	1858.23	12500.00	12500.00	0.00	0.00%
01421 58000	STORM DRAIN UPGRADES	100000.00	65438.00	58433.98	0.00	100000.00	100000.00	0.00	0.00%
01421 58100	CULVERT REPLACEMENTS	84300.00	8915.60	88274.00	0.00	100000.00	30000.00	(70000.00)	-70.00%
TOTAL	DPW-STORMWATER MANAGEMENT	238938.77	160846.52	276166.29	30687.35	270000.00	203000.00	(67000.00)	-24.81%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
SNOW REMOVAL	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01422	SNOW REMOVAL								
01422 51100	SNOW REMOVAL- WAGES	3045.84	2016.66	1398.31	0.00	3000.00	3060.00	60.00	2.00%
01422 51300	SNOW REMOVAL OVERTIME	69830.04	75629.87	69485.48	0.00	77000.00	77000.00	0.00	0.00%
01422 52000	SNOW REMOVAL - SERVICES	33575.89	31485.59	29150.55	0.00	40000.00	40000.00	0.00	0.00%
01422 53100	POLICE DETAILS	808.48	1374.84	876.72	0.00	3000.00	3000.00	0.00	0.00%
01422 54000	SNOW REMOVAL - SUPPLIES	20461.92	35292.26	26552.20	3622.21	38000.00	38000.00	0.00	0.00%
01422 54810	SNOW REMOVAL FUEL	31481.18	23701.60	37072.11	0.00	40000.00	53600.00	13600.00	34.00% *Fuel cost increase
01422 55410	SNOW REMOVAL SALT & SAND	87784.90	85375.21	109150.28	0.00	120000.00	144000.00	24000.00	20.00% *Increased costs
TOTAL	SNOW REMOVAL	246988.25	254876.03	273685.65	3622.21	321000.00	358660.00	37660.00	11.73%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
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STREET LIGHTING		DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST			
01424		STREET LIGHTING									
01424 52000		STREET LIGHT REP & MAINTENANCE	21583.00	10442.83	6985.93	17836.26	10000.00	13000.00	3000.00	30.00%	
01424 52100		STREET LIGHTS - SERVICES	10967.42	17201.00	6271.87	4551.61	23000.00	23000.00	0.00	0.00%	
01424 53100		STREET LIGHTING POLICE DETAILS	0.00	2552.52	437.60	0.00	4000.00	4000.00	0.00	0.00%	
01424 54000		STREET LIGHTING - SUPPLIES	0.00	1721.96	4510.00	0.00	5000.00	5000.00	0.00	0.00%	
TOTAL		STREET LIGHTING	32550.42	31918.31	18205.40	22387.87	42000.00	45000.00	3000.00	7.14%	

ACCOUNTS FOR:			FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
FUEL		DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01425		DPW-FUEL								
01425 52000		FUEL - SERVICES	1256.50	1324.55	936.50	769.95	1500.00	1500.00	0.00	0.00%
01425 54000		FUEL - OTHER DEPARTMENTS	34161.01	28401.68	52338.49	(5238.36)	0.00	0.00	0.00	0.00%
01425 54810		FUEL - DPW	0.00	0.00	1725.01	46406.71	53500.00	71690.00	18190.00	34.00%
TOTAL		DPW-FUEL	35417.51	29726.23	55000.00	41938.30	55000.00	73190.00	18190.00	33.07%

ACCOUNTS FOR:			FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
DPW EQUIPMENT		DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01429		DPW-EQUIPMENT REPAIR								
01429 51100		EQUIPMENT REPAIR - WAGES	61607.00	56678.80	63688.00	23548.80	64938.00	66456.00	1518.00	2.34%
01429 51300		EQUIPMENT REPAIR OVERTIME	2588.59	1768.02	1693.86	23.42	1900.00	1900.00	0.00	0.00%
01429 51900		EQUIP CLOTHING REIMBURSEMENT	700.00	700.00	900.00	150.00	700.00	700.00	0.00	0.00%
01429 52000		EQUIPMENT REPAIR - SERVICES	4527.89	22834.96	10755.12	3304.55	14200.00	14200.00	0.00	0.00%
01429 54000		EQUIPMENT REPAIR - SUPPLIES	38217.55	22632.28	20430.63	6342.62	35750.00	35750.00	0.00	0.00%
01429 57000		EQUIPMENT REPAIR - EXPENSES	164.95	100.00	100.00	129.90	100.00	100.00	0.00	0.00%
TOTAL		DPW-EQUIPMENT REPAIR	107805.98	104714.06	97567.61	33499.29	117588.00	119106.00	1518.00	1.29%

ACCOUNTS FOR:			FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
CEMETERY		DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01491		CEMETERY DEPT								
01491 52000		CEMETERY - SERVICES	3750.00	3950.00	1440.00	0.00	1200.00	1200.00	0.00	0.00%
TOTAL		CEMETERY	3750.00	3950.00	1440.00	0.00	1200.00	1200.00	0.00	0.00%

\*St. Mary's Church

ACCOUNTS FOR:			FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
CEMETERY		DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01495		CEMETERY DEPT								
01495 51100		CEMETERY - WAGES	0.00	0.00	782.86	1017.14	10000.00	10200.00	200.00	2.00%
01495 52000		CEMETERY - SERVICES	0.00	0.00	26360.00	16024.20	28000.00	30500.00	2500.00	8.93%
01495 54000		CEMETERY SUPPLIES	0.00	0.00	799.98	35.63	3000.00	3000.00	0.00	0.00%
TOTAL		CEMETERY	0.00	0.00	27942.84	17076.97	41000.00	43700.00	2700.00	6.59%

ACCOUNTS FOR:			FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
BOARD OF HEALTH		DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01512		BOARD OF HEALTH								
01512-52000		SERVICES	164.00	0.00	370.00	208.00	4000.00	4000.00	0.00	0.00%
01512-54000		SUPPLIES	0.00	150.00	1945.00	0.00	2700.00	2700.00	0.00	0.00%
01512-57000		OTHER CHARGES & EXPENSES	150.00	0.00	60.00	0.00	600.00	600.00	0.00	0.00%
TOTAL		BOARD OF HEALTH	314.00	150.00	2375.00	208.00	7300.00	7300.00	0.00	0.00%

ACCOUNTS FOR:			FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
NASHOBA BOARD OF HEALTH		DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01513-53505		NASHOBA-NURSING SERVICES	9,228	9,689	10,174	6,062	12,125	13095.00	970.00	8.00%
01513-53055		NASHOBA BOARD OF HEALTH	20,221	21,232	22,294	13,227	26,454	28570.32	2116.32	8.00%
TOTAL		NASHOBA BOARD OF HEALTH	29449.00	30921.40	32467.48	19289.72	38579.00	41665.32	3086.32	8.00%

ACCOUNTS FOR:			FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
SOCIAL WORKER		DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01520		SOCIAL WORKER								
01520-51000		SOCIAL WORKER, WAGES	0.00	0.00	0.00	0.00	65000.00	65000.00	0.00	0.00%
01520-52000		SERVICES	0.00	0.00	0.00	0.00	1000.00	1000.00	0.00	0.00%
01520-54000		SUPPLIES	0.00	0.00	0.00	0.00	1500.00	1500.00	0.00	0.00%
TOTAL		SOCIAL WORKER	0.00	0.00	0.00	0.00	67500.00	67500.00	0.00	0.00%

ACCOUNTS FOR:			FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
DISABILITIES COMMISSION		DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01540		DISABILITIES COMMISSION								
01540 51100		DISABILITIES COMM - WAGES	0.00	0.00	0.00	0.00	2500.00	2500.00	0.00	0.00%
01540 52000		DISABILITIES COMM - SERVICES	265.30	0.00	0.00	0.00	500.00	500.00	0.00	0.00%
TOTAL		DISABILITIES COMMISSION	265.30	0.00	0.00	0.00	3000.00	3000.00	0.00	0.00%

ACCOUNTS FOR:			FY20	FY21	FY22	FY23		FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
COUNCIL ON AGING		DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022		DEPT REQUEST		

01541	COUNCIL ON AGING									
01541 51000	COUNCIL ON AGING - SALARIES	140999.84	98657.96	80395.05	25918.88	72808.00	74291.04	1483.04	2.04%	
01541 51100	COUNCIL ON AGING - WAGES	0.00	0.00	0.00	5657.42	71453.00	71513.00	60.00	0.08%	
01541 51300	COA OVERTIME	244.72	199.50	0.00	0.00	0.00	0.00	0.00	0.00%	
01541 52000	COUNCIL ON AGING - SERVICES	15088.41	10649.08	11213.83	9006.10	18100.00	19220.00	1120.00	6.19%	
01541 54000	COUNCIL ON AGING - SUPPLIES	5546.46	2829.12	11275.12	9918.76	43650.00	43650.00	0.00	0.00%	
01541 57000	COUNCIL ON AGING - EXPENSES	4739.56	1815.05	3600.76	2050.68	10600.00	12800.00	2200.00	20.75%	
01541 58000	COA CAPITAL	0.00	0.00	16615.91	0.00	0.00	0.00	0.00	0.00%	
TOTAL	COUNCIL ON AGING	166618.99	114150.71	123100.67	52551.84	216611.00	221474.04	4863.04	2.25%	

\*\$1000 van deductible & \$1200 Sr Center annual license

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
VETERANS AGENT	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		0.00%
01543-51000	VETERANS AGENT, WAGES	19566.65	19884.00	20383.00	9887.92	20791.00	21206.82	415.82	2.00%
01543-54000	SUPPLIES	300.00	300.00	300.00	0.00	200.00	200.00	0.00	0.00%
TOTAL	VETERANS AGENT	19866.65	20184.00	20683.00	9887.92	20991.00	21406.82	415.82	1.98%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
VETERANS SERVICES	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01547									
01547-53170	VETERANS SERVICES	119527.61	112471.77	110387.10	89935.34	125000.00	100000.00	(25000.00)	-20.00%
TOTAL	VETERANS SERVICES	119527.61	112471.77	110387.10	89935.34	125000.00	100000.00	(25000.00)	-20.00%

\*decrease from draft 3

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
LIBRARY	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01610	LIBRARY DEPARTMENT								
01610 51000	LIBRARY-SALARIES	(1407.54)	5257.38	0.00	26691.42	79900.00	94454.86	14554.86	18.22%
01610 51100	LIBRARY - WAGES	377652.47	384267.83	357082.28	93469.05	343175.00	367954.35	24779.35	7.22%
01610 52000	LIBRARY - SERVICES	92716.41	90466.02	115975.66	39709.50	95403.00	76900.00	(18503.00)	-19.39%
01610 52100	LIBRARY UTILITY SERVICES	0.00	0.00	848.78	3112.24	0.00	20000.00	20000.00	100.00%
01610 54000	LIBRARY - SUPPLIES	144063.68	119804.79	117382.66	8422.56	13000.00	14000.00	1000.00	7.69%
01610 54100	LIBRARY - BOOKS PERIODICALS	0.00	0.00	23111.76	33490.49	124902.00	134714.50	9812.50	7.86%
01610 57000	LIBRARY - EXPENSES	0.00	0.00	0.00	169.20	1000.00	1000.00	0.00	0.00%
TOTAL	LIBRARY DEPARTMENT	615025.02	601170.47	616395.64	205064.46	657380.00	709023.71	51643.71	7.86%

\*Reclassification of GL numbers

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
PARKS AND RECREATION	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01650	PARK DEPARTMENT								
01650 51000	PARKS - SALARIES	38609.31	18184.50	38274.68	29885.90	52228.00	86900.88	34672.88	66.39%
01650 51100	PARKS - WAGES	91405.89	91813.56	100930.60	44857.06	110975.00	83482.00	(27493.00)	-24.77%
01650 51300	PARKS OVERTIME	0.00	0.00	0.00	25.88	0.00	0.00	0.00	0.00%
01650 52000	PARKS - SERVICES	9971.46	12890.40	11593.76	7197.30	12000.00	12000.00	0.00	0.00%
01650 52100	PARKS UTILITY SERVICES	0.00	0.00	367.06	1005.42	4000.00	4000.00	0.00	0.00%
01650 54000	PARKS - SUPPLIES	13550.76	16633.32	17970.70	6052.27	15000.00	15500.00	500.00	3.33%
TOTAL	PARKS DEPARTMENT	153537.42	139521.78	169136.80	89023.83	194203.00	201882.88	7679.88	3.95%

Increases in material costs

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
FOOTBALL	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01652	AYER SHIRLEY FOOTBALL								
01652 52000	AYER SHIRLEY FOOTBALL SERVICE	8000.00	4000.00	4000.00	0.00	4000.00	4000.00	0.00	0.00%
TOTAL	AYER SHIRLEY FOOTBALL	8000.00	4000.00	4000.00	0.00	4000.00	4000.00	0.00	0.00%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
LITTLE LEAGUE	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01653	LITTLE LEAGUE								
01653 52000	LITTLE LEAGUE- SERVICE	4000.00	4000.00	4000.00	0.00	4000.00	4000.00	0.00	0.00%
TOTAL	LITTLE LEAGUE	4000.00	4000.00	4000.00	0.00	4000.00	4000.00	0.00	0.00%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
HISTORICAL COMMISSION	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01691									
01691-52000	SERVICES	0.00	0.00	0.00	0.00	250.00	250.00	0.00	0.00%
01691-57000	OTHER EXPENSES	0.00	277.00	0.00	0.00	500.00	500.00	0.00	0.00%
TOTAL	HISTORICAL COMMISSION	0.00	277.00	0.00	0.00	750.00	750.00	0.00	0.00%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
PUBLIC CELEBRATIONS	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01692-55840	MEMORIAL DAY SUPPLIES	0.00	0.00	0.00	0.00	500.00	500.00	0.00	0.00%
TOTAL	PUBLIC CELEBRATIONS	0.00	0.00	0.00	0.00	500.00	500.00	0.00	0.00%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
AMERICAN LEGION POST 139	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01695-57000	EXPENSES	600.00	600.00	600.00	0.00	600.00	600.00	0.00	0.00%
TOTAL	AMERICAN LEGION POST 139	600.00	600.00	600.00	0.00	600.00	600.00	0.00	0.00%





# Town of Ayer

**\*\*\*DRAFT\*\*\***

## SPECIAL TOWN MEETING WARRANT

Ayer Shirley Regional High School Auditorium

141 Washington Street

Ayer, MA 01432

April 24, 2023 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 in the Auditorium of the Ayer Shirley Regional High School located at 141 Washington Street, Ayer, Massachusetts on Monday, the twenty-fourth (24<sup>th</sup>) day of April 2022, at seven o'clock (7:00 PM) in the evening 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 4<sup>th</sup> day of April AD 2023.

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

\_\_\_\_\_  
Shaun C. Copeland, Vice Chair

\_\_\_\_\_  
Scott A. Houde, 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 21, 2023. We shall make every reasonable effort to assist you. Large print version of the text of this warrant is available upon request.

For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)

**ARTICLE 1: SUPPLEMENTAL APPROPRIATION – WATER ENTERPRISE FUND**

To see if the Town will vote to amend Article 12 of the April 25, 2022 Annual Town Meeting by reducing the amount of indirect costs to come from Water Enterprise revenues and supplementing that amount with an amount to come from Water Enterprise retained earnings as follows:

Indirect costs of \$311,705 of which \$165,705 is to come from water revenue and \$146,000 is to come from Water Enterprise retained earnings; or take any action thereon or in relation thereto.

Sponsor: Select Board  
Finance Committee:

Simple Majority Vote

*Explanatory Note: This Article is to fund a supplemental appropriation in the amount of \$146,000 from retained earnings in the Water Enterprise Fund to fund the FY 2023 operations of the Water Department. The factors driving this supplemental appropriation have been recent increases in water treatment chemicals; unexpected well maintenance; and an update of the water use rate model.*

**ARTICLE 2: SUPPLEMENTAL APPROPRAITION – SEWER ENTERPRISE FUND**

To see if the Town will vote to amend Article 11 of the April 25, 2022 Annual Town Meeting by reducing the amount of indirect costs to come from Sewer Enterprise revenues and supplementing that amount with an amount to come from Sewer Enterprise retained earnings as follows:

Indirect costs of \$431,717 of which \$272,717 is to come from sewer revenue and \$159,000 from Sewer Enterprise retained earnings; or take any action thereon or in relation thereto.

Sponsor: Select Board  
Finance Committee:

Simple Majority Vote

*Explanatory Note: This Article is to fund a supplemental appropriation in the amount of \$159,000 from retained earnings in the Sewer Enterprise Fund to fund the FY 2023 operations of the Sewer Department. The factors driving this supplemental appropriation have been recent increases in sludge hauling costs; boiler system maintenance; unexpected failure of pump and UV systems; and an update of the sewer use rate model.*

**ARTICLE 3: SUPPLEMENTAL APPROPRIATION – AMBULANCE ENTERPRISE FUND**

To see if the Town will vote to transfer \$20,000 from the Ambulance Retained Earnings in order to provide supplemental funding for the FY 2023 Ambulance Enterprise Fund operating budget voted at the April 25, 2022 Annual Town Meeting; or take any action thereon or in relation thereto.

Sponsor: Select Board  
Finance Committee:

Simple Majority Vote

For more information, please visit the Town’s website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)

*Explanatory Note: This Article is to fund a supplemental appropriation in the amount of \$20,000 from Ambulance Enterprise retained earnings to fund the FY 2023 operations of the Ambulance Department. The factors driving this supplemental appropriation have been unforeseen cost increases and unforeseen call volume.*

A True Copy Attest: \_\_\_\_\_

**Susan E. Copeland  
Town Clerk**

**Date: April \_\_, 2023**

cAs 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 seven (7) days before said meeting, all as herein directed.

\_\_\_\_\_  
**Constable**

**Date: April \_\_, 2023**

DRAFT



# Town of Ayer

**\*\*\*DRAFT\*\*\***

## ANNUAL TOWN MEETING WARRANT

Ayer Shirley Regional High School Auditorium

141 Washington Street

Ayer, MA 01432

April 24, 2023 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 in the Auditorium of the Ayer Shirley Regional High School located at 141 Washington Street, Ayer, Massachusetts on Monday, the twenty-fourth (24<sup>th</sup>) day of April 2022, at seven o'clock (7:00 PM) in the evening 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 4<sup>th</sup> day of April AD 2023.

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

\_\_\_\_\_  
Shaun C. Copeland, Vice Chair

\_\_\_\_\_  
Scott A. Houde, 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 21, 2023. We shall make every reasonable effort to assist you. Large print version of the text of this warrant is available upon request.

For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)

**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-23 SALARY</u>	<u>FY-24 SALARY</u>	<u>% OF CHANGE</u>
Moderator	\$563	\$574	2%
Select Board: Chair	\$2,822	\$2,878	2%
Select Board: Members (2)	\$2,517	\$2,567	2%
Assessors: Chair	\$2,795	\$2,851	2%
Assessors: Members (2)	\$2,440	\$2,539	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 2024 Cost of Living Adjustment approved by the Select Board on February 21, 2023, on recommendation of the Town Manager and Benefits & Payroll Manager in accordance with the Town's Financial Policies.*

**ARTICLE 2: CONTRACT FUNDING: AYER TOWN HALL/CLERICAL UNION, AFSCME93**

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 Town Hall/Clerical Union, AFSCME93 for the period of July 1, 2023, through June 30, 2026; 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 2024 estimated total cost of the Contract is \$47,218.68. Contract Memorandum of Agreement is available on the Town's website ([www.ayer.ma.us](http://www.ayer.ma.us)). Presentation to be made at Town Meeting.*

**ARTICLE 3: FY 2024 OMNIBUS BUDGET**

To see if the Town will vote to raise and appropriate a sum of money for the FY 2024 Omnibus Budget 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

Sponsor: Select Board  
Finance Committee:

Simple Majority Vote Required

*For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)*



*Explanatory Note: Please see insert for the FY 2024 Omnibus Budget. Presentation on the budget to be made at Town Meeting. The FY 2024 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 21, 2023. All materials related to the FY 2024 Budget are available on the Town's website at [www.ayer.ma.us/budget](http://www.ayer.ma.us/budget) or by contacting the Town Manager's Office at 978-772-8220 x100 or by email at [tm@ayer.ma.us](mailto:tm@ayer.ma.us)*

**ARTICLE 4: FY 2024 AYER SHIRLEY REGIONAL SCHOOL DISTRICT ASSESSMENT**

To see if the Town will vote to raise and appropriate the sum of \$12,567,854 as required to fund the Town's FY 2024 assessment for the Ayer Shirley Regional School District and to raise and appropriate the sum of \$987,214 for the Town's portion of the ASRSD high school building project; 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 2024 Ayer Shirley Regional School District Assessment and the Town's portion of the ASRSD high school building project.*

**ARTICLE 5: FY 2024 NASHOBA VALLEY TECHNICAL VOCATIONAL SCHOOL ASSESSMENT**

To see if the Town will vote to raise and appropriate the sum of \$1,136,670 required to fund the Town's FY 2024 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 2024 Nashoba Valley Regional Technical High School Assessment.*

**ENTERPRISE FUND ARTICLES**

**The Annual Budget Book will be provided at Town Meeting with further detail on Articles No. 6 – 9**

**ARTICLE 6: 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 \$468,320 of which \$351,180 is to come from solid waste revenue, \$45,000 is to come from solid waste retained earnings and \$72,140 is to come from the tax levy, and indirect costs of \$126,650 is to come from the tax levy; or take any action thereon or in relation thereto.

*For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)*

Sponsor: Select Board  
Finance Committee:

Simple Majority Vote Required

**ARTICLE 7:            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 \$192,200 is to come from ambulance revenue, and indirect costs of \$382,491 of which \$277,800 is to come from ambulance revenue, \$60,000 is to come from ambulance retained earnings and \$44,691 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:            SEWER**

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 \$3,110,672 to come from sewer revenue and indirect costs of \$457,400 is to come from sewer revenue; or take any action thereon or in relation thereto.

Sponsor: Select Board  
Finance Committee:

Simple Majority Vote Required

**ARTICLE 9:            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 \$2258,667 to come from water revenue and indirect costs of \$334,600 to come from water revenue; or take any action thereon or in relation thereto.

Sponsor: Select Board  
Finance Committee:

Simple Majority Vote Required

**BORROW ARTICLE**

**ARTICLE 10:           CAPITAL BUDGET REQUESTS**

To see if the Town will vote to authorize the Treasurer, with the approval of the Select Board, 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; or take any action thereon or in relation thereto.

<u>Department</u>	<u>Item</u>	<u>Amount</u>
DPW – Highway	Road Paving	\$85,000
Facilities	HVAC Repairs	\$88,100
Fire	Fire Department Vehicle	\$77,760
Parks	Kiddie Junction Playground	\$220,000
Police	Upgrade Locker Rooms	\$115,119
DPW – Stormwater	Storm Drain Upgrades	\$100,000
Water Enterprise	Annual Water Main Rehabilitation	\$300,000
Water Enterprise	Washington St. Water Tank Painting	\$450,000
Sewer Enterprise	Inflow/Infiltration Repairs	\$1,250,000

**Total: \$2,815,979**

Sponsor: Select Board  
Finance Committee:

Two-Thirds Majority 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. All materials related to these Capital Budget requests are available on the Town's website at [www.ayer.ma.us/budget](http://www.ayer.ma.us/budget) or by contacting the Town Manager's Office at 978-772-8220 x 100 or by email at [tm@ayer.ma.us](mailto:tm@ayer.ma.us)*

### **DEBT EXCLUSION ARTICLES**

#### **ARTICLE 11: AUTHORIZATION FOR DEBT EXCLUSION FOR THE FIRE DEPARTMENT – FIRE LADDER TRUCK**

To see if the Town will vote to appropriate the sum of \$1,692,888 to purchase and equip a fire ladder truck, including any incidental and related costs and expenses; and to meet this appropriation, to authorize the Treasurer, with the approval of the Select Board, to borrow said sum pursuant to the provisions of MGL c. 44, Section 7 or any other enabling authority, and to issue bonds or notes of the Town therefor; provided that any borrowing or expenditure hereunder shall be contingent upon passage of a debt exclusion ballot question pursuant to the provisions of MGL c. 59, Section 21C; said funds to be expended under the direction of the Select Board; or take any action thereon or in relation thereto.

Sponsor: Select Board  
Finance Committee:

Two-Thirds Majority Vote Required

*Explanatory Note: The Fire Chief submitted an FY 2024 Capital Request for funding to replace the*

*For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)*

*Fire Ladder Truck. The Capital Planning Committee voted to recommend this capital project including the funding of \$1,692,888 subject to a debt exclusion per the Town's Financial Policies. A debt exclusion requires the authorization of Town Meeting (this Article) and requires a majority vote by ballot at the Annual Town Election to be held on May 9, 2023. Presentation to be made at Town Meeting.*

**ARTICLE 12: AUTHORIZATION FOR DEBT EXCLUSION FOR THE DEPARTMENT OF PUBLIC WORKS – WEST MAIN STREET BRIDGE REPLACEMENT**

To see if the Town will vote to appropriate the sum of \$3,500,000 for the West Main Street Bridge replacement, including any incidental and related costs and expenses; and to meet this appropriation, to authorize the Treasurer, with the approval of the Select Board, to borrow said sum pursuant to the provisions of MGL c. 44, Section 7 or any other enabling authority, and to issue bonds or notes of the Town therefor; provided that any borrowing or expenditure hereunder shall be contingent upon passage of a debt exclusion ballot question pursuant to the provisions of MGL c. 59, Section 21C; said funds to be expended under the direction of the Select Board; or take any action thereon or in relation thereto.

Sponsor: Select Board  
Finance Committee:

Two-Thirds Majority Vote Required

*Explanatory Note: The DPW Director submitted an FY 2024 Capital Request for funding to replace the West Main Street Bridget. The Capital Planning Committee voted to recommend this capital project including the funding of \$3,500,000 subject to a debt exclusion per the Town's Financial Policies. A debt exclusion requires the authorization of Town Meeting (this Article) and requires a majority vote by ballot at the Annual Town Election to be held on May 9, 2023. Presentation to be made at Town Meeting.*

**TRANSFER ARTICLES**

**ARTICLE 13: 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:

<b><u>Department</u></b>	<b><u>Item</u></b>	<b><u>Amount</u></b>
Assessor	Assesspro AP5 Client Server Base and Software; Database Support	\$17,500
Library	Roof Repairs	\$9,500
Cemetery	Resurface Access Road/Driveways	\$25,000
DPW – Solid Waste	Paving Lower Access Driveway	\$25,000

For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)

<u>Department</u>	<u>Item</u>	<u>Amount</u>
DPW Stormwater	Upper Flanagan Pond Dam Repairs	\$50,000
DPW Administration	DPW Security Gate Upgrade	\$65,000
Parks	Sandy Pond Beach House Rehab Study	\$30,000
Facilities	Police Station Fence and Trim Repairs	\$43,000
Facilities	Town Hall Acoustics/Renovations/Repairs	\$68,700
<b>Total:</b>		<b>\$364,200</b>

Sponsor: Select Board  
Finance Committee:

Two-Thirds Majority 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. All materials related to these Capital Budget requests are available on the Town's website at [www.ayer.ma.us/budget](http://www.ayer.ma.us/budget) or by contacting the Town Manager's Office at 978-772-8220 x 100 or by email at [tm@ayer.ma.us](mailto:tm@ayer.ma.us)*

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

To see if the Town will vote to raise and appropriate \$154,364 and transfer \$145,636 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 \$154,364 derived from the Town's Local Meals Tax and \$145,636 from Free Cash as recommended by the Town's OPEB Board of Trustees.*

**ARTICLE 15: REPLENISHMENT OF AYER LIBRARY TRUST FUNDS**

To see if the Town will vote to transfer \$35,000 from Free Cash for the purposes of replenishing the Ayer Library Trust Funds which were expending in [DATE] for the purposes of an emergency repair to the library heating system; or take any action thereon or in relation thereto.

Sponsor: Select Board  
Finance Committee:

Simple Majority Vote Required

*Explanatory Note: This Article would transfer \$35,000 from Free Cash to replenish the Ayer Library Trust Funds which were expended by the Library Trustees for the purposes of an emergency repair to the Ayer Library heating system.*

For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)

## **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 \$81,600 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.*

### **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, 2025; unexpended funds on June 30, 2025, 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 in the Town's ponds.*

## **TRANSFER ARTICLES**

### **ARTICLE 18: FUNDING OF THE RESERVE FUND FOR FUTURE PAYMENTS OF ACCRUED LIABILITIES FOR COMPENSATED ABSENCES**

To see if the Town will vote to transfer from free cash the sum of \$10,000 for funding the Town's reserve fund established in accordance with MGL Chapter 40, Section 13D for future payments of accrued 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 \$63,837. Compensated absences include planned and unplanned retirements from the Town; as well as separation from the Town in which the employee is due certain accrued benefits such as unused*

*For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)*

vacation time.

**ARTICLE 19: FORWARD FUNDING OF THE TOWN'S PENSION ASSESSMENT**

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.*

**ARTICLE 20: UDAG FUND REPLENISHMENTS**

To see if the Town will vote to transfer the sum of \$60,185 from Free Cash for the purposes of replenishing the Urban Development Action Grant (UDAG) account for the following:

Senior Center Feasibility Study:	\$31,000
Park Street Infrastructure/Design Study:	\$14,185
Fire Foam PFAS Removal:	\$15,000
<u>Total:</u>	<u>\$60,185</u>

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 amount of \$60,185. These funds were used from the UDAG's unrestricted funds for purposes set forth in the Article that did not have a repayment mechanism in place.*

**ARTICLE 21: PAY DOWN OF BALANCE OF MATURING BOND ANTICIPATION NOTE (BAN)**

To see if the Town will vote to transfer the sum of \$322,565 from Free Cash for the purpose of paying down the balance of a maturing Bond Anticipation Note (BAN); or take any action thereon or in relation thereto.

Sponsor: Select Board  
Finance Committee:

Simple Majority Vote Required

*Explanatory Note: This Article would transfer \$322,565 from Free Cash to pay down the balance of a maturing Bond Anticipation Note (BAN) renewing in the Fall of 2023 from \$4,292,565 to \$3,970,00. By doing this the Town would realize estimated total future savings of \$89,128 by the year 2036.*

For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)

**ARTICLE 22: STABILIZATION FUND**

To see if the Town will vote to transfer \$1,063,073 from Free Cash or such other sum or sums of money, with \$313,073 to be credited to the Stabilization Fund under the provisions of Chapter 40, Section 5B of the General Laws, and \$750,000 to be credited to the Capital Stabilization Fund per the Town’s Financial Policies; or take any action thereon or in relation thereto.

Sponsor: Select Board  
Finance Committee:

Simple Majority Vote Required

*Explanatory Note: This Article transfers \$313,073 from Free Cash into the Town’s Stabilization Fund of which \$300,000 is for the purposes of covering the future Year-4 costs of the SAFER Grant for the four firefighter positions; and transfers \$750,000 into the Town’s Capital Stabilization Fund for a total transfer of \$1,063,073.*

**ARTICLE 23: TRANSFER OF UNEXPENDED BOND PROCEEDS FOR DPW GATE REPLACEMENT PROJECT**

To see if the Town will vote to transfer the following amounts that were previously appropriated and raised by borrowing under the following votes of the Town as such amounts are no longer needed to complete the projects for which they were initially borrowed, to pay the additional costs of the replacement gate for the DPW yard at the end of Brook Street:

<u>Amount to be Transferred</u>	<u>Warrant Article</u>	<u>Meeting Date</u>	<u>Original Purpose</u>
\$10,348.72	Article 20	May 9, 2016	DPW Operations Center

Or take any action thereon or in relation thereto.

Select Board:  
Finance Committee:

Simple Majority Vote Required

*Explanatory Note: This Article would authorize the transfer of the unexpended bond proceeds in the amount of \$10,348.72 from the completed project of the DPW Operations Center to pay the additional costs of the replacement gate for the DPW yard at the end of Brook Street.*

**ARTICLE 24: TRANSFER OF UNEXPENDED BOND PROCEEDS FOR MAIN AND CENTRAL AVENUE PUMPING STATION VALVES AND PIPING PROJECT**

To see if the Town will vote to transfer the following amounts that were previously appropriated and raised by borrowing under the following votes of the Town as such amounts are no longer needed to complete the projects for which they were initially borrowed, to pay the additional costs of the Central Ave Pumping Station valves and piping project:

For more information, please visit the Town’s website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)



<u>Amount to be Transferred</u>	<u>Warrant Article</u>	<u>Meeting Date</u>	<u>Original Purpose</u>
\$85,943.41	Article 11	June 15, 2020	Groton Shirley Rd. Low Pressure Sewer

Or take any action thereon or in relation thereto.

Select Board:

Finance Committee:

Simple Majority Vote Required

*Explanatory Note: This Article would authorize the transfer of unexpended bond proceeds in the amount of \$85,943.41 from the completed Groton Shirley Road sewer project to pay for the additional costs of the Main and Central Avenue Pumping Station valves and piping project.*

**ARTICLE 25: TRANSFER OF UNEXPENDED BOND PROCEEDS FOR NEW WELL SOURCE APPROVAL PROJECT**

To see if the Town will vote to transfer the following amounts that were previously appropriated and raised by borrowing under the following votes of the Town as such amounts are no longer needed to complete the projects for which they were initially borrowed, to pay the additional costs of the new well source approval project:

<u>Amount to be Transferred</u>	<u>Warrant Article</u>	<u>Meeting Date</u>	<u>Original Purpose</u>
\$61,201.15	Article 11	June 15, 2020	Groton Shirley Rd. Water Main Loop

Or take any action thereon or in relation thereto.

Select Board:

Finance Committee:

Simple Majority Vote Required

*Explanatory Note: This Article would authorize the transfer of unexpended bond proceeds in the amount of \$61,201.15 for the completed Groton Shirley Road water main loop project to pay for the additional costs of the New Well Source Approval project.*

**ARTICLE 26: TRANSFER OF UNEXPENDED APPROPRIATION FOR STORMWATER ASSET/MASTER PLAN GRANT MATCH TO CAPITAL STABILIZATION FUND**

To see if the Town will vote to transfer the following amounts that were previously appropriated and raised from the Capital Stabilization Fund back into the Capital Stabilization Fund under the following vote of the Town as such amounts are no longer needed to complete the project for which there were initially borrowed:

For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)

<u>Amount to be Transferred</u>	<u>Warrant Article</u>	<u>Meeting Date</u>	<u>Original Purpose</u>
\$1,250.00	Article 12	April 26, 2021	Stormwater Asset Plan – Grant Match

Or take any action thereon or in relation thereto.

Select Board:

Finance Committee:

Simple Majority Vote Required

*Explanatory Note: This Article would authorize the transfer of the unexpended appropriation of \$1,250 from the completed stormwater asset plan – grant march into the Capital Stabilization Fund.*

**Article 27: RESCIND OF PRIOR BORROW AUTHORIZATIONS**

To see if the Town will vote to rescind the following amounts that have been authorized to be borrowed by previous Town Meetings, but which are no longer needed for the purposes for which they were initially approved:

<u>Unissued Amount</u>	<u>Date of Approval</u>	<u>Warrant Article</u>	<u>Original Purpose</u>
\$2,229	5/14/12	19	DPW Dump Truck w/ Plow & Spreader
\$5,266	5/14/12	19	Fire Department Service Truck
\$4,905	5/14/12	19	Police Station Security Entrance System Replacement
\$4,425	5/14/12	19	Water - 1-Ton Cab & Chassis Utility Vehicle
\$35,656	5/14/12	19	Sewer - #3 RAS Pump & Controls Replacement
\$2,958	5/14/12	19	Sewer - Hydro-Jetter
\$1,642	5/14/12	19	Solid Waste - 1-Ton Dump Truck w/ Plow
\$11,462	5/14/12	20	Street Signs
\$1,186	5/13/13	18	Fire Chief Vehicle
\$4,072	5/13/13	18	Police Administration Vehicle
\$150	5/13/13	18	DPW Asphalt/Recycling Mixer
\$1,950	5/13/13	18	Parks Departmental Equipment (Tractor)
\$5,100	5/12/14	20	Fire/Ambulance Cardiac Monitor
\$115,000	5/9/16	20	Police Station Roof

Or take any action thereon or in relation thereto.

Select Board:

Finance Committee:

Simple Majority Vote Required

*Explanatory Note: This Article would authorize the Town to rescind prior borrow authorizations from prior Town Meetings which are no longer needed for the purposes for which they were initially approved by Town Meeting as contained in the Article.*

For more information, please visit the Town’s website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)

## COMMUNITY PRESERVATION ACT ARTICLES

### **ARTICLE 28: COMMUNITY PRESERVATION ACT**

To see if the Town will hear and act on the report of the Community Preservation Committee on the Fiscal Year 2024 Community Preservation Act budget, and appropriate from the estimated FY 2024 Community Preservation Fund revenues:

- A sum of money equal to five percent, and not to exceed \$55,150 to meet the administrative expenses and all other necessary and proper expenses of the Community Preservation Committee for Fiscal Year 2024.

And further, to reserve for future appropriation from the estimated FY 2024 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 \$110,300 (10%), more or less, for acquisition, creation, and preservation of open space excluding land for recreational use, and
- A sum of money equal to \$110,300 (10%), more or less, for acquisition, preservation, restoration, and rehabilitation of historic resources, and
- A sum of money equal to \$110,300 (10%), more or less, for acquisition, creation and preservation and support of community housing.

And the remainder sum of \$716,950 (70% less administrative expenses) for the Undesignated Fund Balance.

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 2024 Community Preservation Fund revenues.*

### **ARTICLE 29: PIRONE PARK PLAYGROUND PROJECT**

To see if the Town will vote to transfer from the Community Preservation Fund (FY 2024) Balance Reserve from the Open Space Category the sum of \$750,000 to support the Pirone Park Playground Project to include demolition, site remediation and construction of a new playground; or take any action thereon or in relation thereto.

Sponsor: Community Preservation Committee

Select Board:

Finance Committee:

Simple Majority Vote Required

*Explanatory Note: This Article would fund \$750,000 for the Pirone Park Playground Project which includes the Construction of the new "Kiddie Junction Playground" area.*

For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)

**ARTICLE 30: AUTHORIZATION TO INITIATIVE A MUNICIPAL AGGREGATION PROGRAM**

To see if the Town will vote to initiate a municipal aggregation program to aggregate the electrical load of interested consumers within the boundaries of the Town pursuant to M.G.L. c. 164, § 134, or any other enabling legislation; and authorize the Select Board to (i) enter into one or more agreements with one or more consultants to assist the Town with the development, implementation and administration of such aggregation program for a term of up to or more than 20 years, (ii) enter into one or more agreements with one or more electricity suppliers for terms of up to or more than 20 years for the purchase of electricity for the aggregation program, and (ii) take any actions and execute any other documents and ancillary agreements necessary, convenient, or appropriate to accomplish the foregoing and to implement and administer the aggregation program and consultant/electricity supply agreements, which agreements and documents shall be on such terms and conditions and for such consideration as the Select Board deems in the best interests of the Town; or take any action thereon or in relation thereto.

Sponsor: Select Board

Simple Majority Vote Required

*Explanatory Note: This Article would authorize the Town to initiate a municipal aggregation program for Ayer Residents to opt-in to purchase electricity from the aggregation program at an anticipated savings for Ayer Residents. Approval of this Article by Town Meeting is the first step in the process, more public information to be forthcoming as the process commences.*

**\*\* Deadline for Warrant Articles is March 31, 2023 at 12pm.**

**\*\*Deadline for Citizens Petitions to the Town Clerk is March 31, 2023 at 12pm.**

**CITIZENS PETITIONS**  
**None as of 3/23/2023**

A True Copy Attest: \_\_\_\_\_  
**Susan E. Copeland**  
**Town Clerk**

**Date: April \_\_, 2023**

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 seven (7) days before said meeting, all as herein directed.

\_\_\_\_\_  
**Constable**

**Date: April \_\_, 2023**



Commonwealth of Massachusetts  
**MIDDLESEX COUNTY RETIREMENT SYSTEM**  
25 LINNELL CIRCLE • P.O. BOX 160 • BILLERICA, MA 01865  
WWW.MIDDLESEXRETIREMENT.ORG

*Over 100 Years of Public Service*

CHAIRMAN  
THOMAS F. GIBSON, ESQ.  
BRIAN P. CURTIN  
JOSEPH W. KEARNS  
JOHN BROWN  
ROBERT W. HEALY  
Chief Administrative Officer  
LISA MALONEY, ESQ.

RECEIVED  
FEB 16 2023

DATE: February 13, 2023  
TO: Select Boards  
FROM: Thomas Gibson, Chair  
Middlesex County Retirement Board  
RE: Approval of One-Time COLA Adjustment for Retirees

TOWN OF AYER  
OFFICE OF THE SELECT BOARD

The Middlesex County Retirement Board is respectfully requesting the Select Boards of municipalities within the Middlesex County Retirement System to accept Chapter 269 of the Acts of 2022 (“the Act”), a local option which allows a one-time increase to the Cost of Living Adjustment (COLA) granted to retirees in FY 2023, from 3% to 5% of the System’s \$16,000 COLA base.

Acceptance of the Act is conditioned upon approval by the Middlesex County Retirement Board **and** by two-thirds of the System’s Select Boards prior to June 30, 2023. The Middlesex County Retirement Board voted to accept the Act on December 14, 2022.

As of January 1, 2022, the date of the System’s last valuation, there were 6,284 retired members and beneficiaries of the System, receiving an average gross monthly retirement allowance of \$2,445.00, or \$29,340 annually. If approved, the one-time increase of 2% to the COLA percentage for FY 2023 would result in an additional annual COLA payment of \$320 for retirees and beneficiaries whose pensions exceed \$16,000 (from the previously granted \$480/year to \$800/year). The approximately 2,500 retirees and beneficiaries receiving less than \$16,000 annually

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EMAIL: MRS@MIDDLESEXRETIREMENT.ORG

would receive proportionately less. Weighing heavily in the Board's acceptance of the Act was the CPI-W based COLA granted to Social Security recipients in 2022 (5.9%) and 2023 (8.7%).

The System's Actuary, The Segal Group, estimates that acceptance of the COLA adjustment will increase the System's July 1, 2022, unfunded liability by 1.0%. Various options to fund the COLA adjustment were discussed with Town Administrators/Managers at a special meeting of the Board held on January 23, 2023. On February 8, 2023, the Board voted to begin funding the COLA adjustment in FY 2026, should it be approved by two-thirds of the Select Boards.

To assist in the Select Boards' review, enclosed please find the Act, a memorandum from the Public Employee Retirement Administration Commission, the actuary's report setting forth the revised funding schedule, and a listing of the number of impacted retirees and beneficiaries by municipality.

The Board respectfully requests that Select Boards vote to accept Chapter 269 of the Acts of 2022 on or before June 30, 2023, and to timely notify the Middlesex County Retirement System of any action taken on this request by email to [mrs@middlesexretirement.org](mailto:mrs@middlesexretirement.org).

Thank you for your consideration and attention to this important matter.



Thomas F. Gibson, Chair  
Middlesex County Retirement Board

Enc.  
Chapter 269 of the Acts of 2022  
PERAC Memorandum #29/2022  
February 1, 2023 Segal Report of Cost of One-Time FY23 COLA Increase  
Number of Retired Participants by Municipality

# Chapter 269

## AN ACT RELATIVE TO COST-OF-LIVING ADJUSTMENTS FOR RETIREES

*Whereas*, The deferred operation of this act would tend to defeat its purpose, which is to provide for increased cost-of-living adjustments for retirees, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

SECTION 1. (a) (1) Notwithstanding section 103 of chapter 32 of the General Laws or any other general or special law to the contrary, the retirement board of any system that has accepted said section 103 may elect to establish a cost-of-living adjustment increase of not less than 3 per cent and not greater than 5 per cent on the base amount provided for in said section 103 for fiscal year 2023.

(2) The sum of the dollar amount of the cost-of-living increase on the base amount, together with the amount of retirement allowance, pension or annuity to which the cost-of-living increase is applied, shall become the fixed retirement allowance, pension or annuity for all future purposes, including the application of subsequent cost-of-living adjustments in future years.

(b) A retirement board may grant a cost-of-living increase of not less than 3 per cent and not greater than 5 per cent on the base amount for fiscal year 2023 at any time during the fiscal year.


(c) This section shall take effect for the members of a retirement system by a majority vote of the board of such system and upon local acceptance: (i) of the city council upon recommendation of the mayor in a city, (ii) of the city council upon recommendation of the city manager in a city having a Plan D or Plan E charter, (iii) of the chief executive officer, as defined in section 7 of chapter 4 of the General Laws, in a town, (iv) of the county commissioners in a county and (v) by vote of the governing board, commission or committee in a district or other political subdivision of the commonwealth. For any retirement system comprising more than 1 political subdivision of the commonwealth, this section shall be effective by a majority vote of the board of such system and upon the acceptance of two-thirds of cities and towns within the system by approval of: (i) the city council upon recommendation of the mayor in a city, (ii) the city council upon recommendation of the city manager in a city having a Plan D or Plan E charter, and (iii) the chief executive officer, as defined in section 7 of chapter 4 of the General Laws, in a town.

SECTION 2. This act shall take effect on July 1, 2022.

*Approved, November 16, 2022.*

## MEMORANDUM

TO: All Retirement Boards

FROM: John W. Parsons, Esq., Executive Director 

RE: 5% Local COLA option

DATE: November 18, 2022

On November 16, 2022, the Governor signed Chapter 269 of the Acts of 2022 into law. This act provides the local retirement systems with a local option to increase the Cost of Living Adjustment (“COLA”) for Fiscal Year 2023 to up to 5 percent on the base amount specified pursuant to G.L. c. 32, § 103. The approval of the increase can occur at any time during the fiscal year and will take effect as of July 1, 2022.

The local approval mechanism is different than traditional COLA increases and COLA base increases. In order for a system to adopt a COLA increase pursuant to this act, **the retirement board must vote for the increased amount and then it must also receive local approval.**

For purposes of this act, local approval means:

- In a city, the mayor must recommend the increase to the city council and the council must vote in favor.
- In a city having a Plan D or Plan E charter, the city manager must recommend the increase to the city council and the council must vote in favor.
- In a town, the chief executive officer<sup>1</sup> - the select board in nearly all cases - must vote in favor to accept the increase rather than the town meeting as is the case for COLA base increases.
- In a district, or other political subdivision, the governing board, commission or committee must vote in favor to accept the COLA increase.

<sup>1</sup> As defined in G.L. c. 4, § 7, "chief executive officer", when used in connection with the operation of municipal governments shall include the mayor in a city and the select board in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.





MEMORANDUM - Page Two

TO: All Retirement Boards  
FROM: John W. Parsons, Esq., Executive Director  
RE: 5% Local COLA option  
DATE: November 18, 2022

- In a regional system, two-thirds of the cities and towns within the system must approve the increase. This is done in the same fashion as stated above for municipalities: in a city, by the city council upon recommendation by the mayor or, in a city with a Plan D or Plan E charter, the city manager; or, in a town, by approval of the chief executive officer (likely the select board) as defined by G.L. c. 4, § 7.
- In a county, the county commissioners, who normally do not have a role in COLAs nor COLA base increases, must vote to accept and two-thirds of the cities and towns within the system must approve the increase in the same manner as stated above for regional systems.

Though many local systems are comprised of multiple units such as housing authorities and districts, the two-thirds language only applies to regional and county systems as the approval specified in the statute only refers to cities and towns as voting political subdivisions.

Section 2 of the act provides that a COLA increase pursuant to this act is retroactive to July 1, 2022. Any COLA increase, in addition to any COLA previously adopted for FY 23, will become part of the fixed amount of a retirees' retirement allowance in the same manner as all COLAs granted pursuant to section 103.

PERAC has already received questions about estimating the cost of the enhanced COLA. PERAC Actuary John Boorack has provided the following formula for a conservative full-cost estimate, not a one-year estimate, to assist boards in their planning:

$$(0.2) \times (\text{COLA base}) \times (\# \text{ of retirees/beneficiaries})$$

If you have any questions about this memo, please contact PERAC's General Counsel, Judith Corrigan, at (617) 591-8904 or at [judith.a.corrigan@mass.gov](mailto:judith.a.corrigan@mass.gov).

February 1, 2023

Middlesex County Retirement Board  
Middlesex County Retirement System  
25 Linnell Circle  
Billerica, MA 01865

**Re: Cost of Increasing the July 1, 2022 COLA from 3% to 5% - Updated**

Dear Board Members:

As requested, we have updated our December 12, 2022 estimate of the cost of increasing the July 1, 2022 Cost of Living Adjustment (COLA) from 3% to 5% with the current base of \$16,000 for the Middlesex County Retirement System to show an additional payment schedule. Note that this cost estimate is a one-time increase in the annual COLA percentage, which is projected to be 3% for 2023 and thereafter. In our December 12, 2022 letter we assumed the additional cost would first be reflected in the fiscal 2029 appropriation. In this letter, we are also showing the impact of paying the additional cost beginning with either the fiscal 2024 appropriation, the fiscal 2025 appropriation, or the fiscal 2026 appropriation. The estimates in this report are based on the January 1, 2022 Actuarial Valuation and Review of the Middlesex County Retirement System and do not reflect any experience gains or losses after that date.

Increasing the July 1, 2022 COLA from 3% to 5% increases the July 1, 2022 unfunded liability (UAL) by \$16,886,571, or 1.0%, from \$1,623,820,534 to \$1,640,707,105.

The funding schedule included in the January 1, 2022 actuarial valuation report fully funds the actuarial accrued liability of the Middlesex County Retirement System by fiscal 2036 with total payments increasing 6.5% per year from fiscal 2024 through fiscal 2028, with the amortization payment on the unfunded liability increasing 4% thereafter.

We have incorporated the additional cost of increasing the July 1, 2022 COLA to 5% into the funding schedule in four different ways:

- by keeping the current appropriations through fiscal 2028 and then extending the 6.5% annual increases an additional year to fiscal 2029, resulting in the additional cost being added to the fiscal 2029 through fiscal 2036 appropriations;
- by amortizing the additional liability in payments that increase 4% per year, which are added to the current appropriations for fiscal 2024 through fiscal 2036;
- by amortizing the additional liability in payments that increase 4% per year, which are added to the current appropriations for fiscal 2025 through fiscal 2036; and
- by amortizing the additional liability in payments that increase 4% per year, which are added to the current appropriations for fiscal 2026 through fiscal 2036.

The additional appropriations for each are shown in the following table.

<b>Actuarially Determined Contribution – 5% COLA on July 1, 2022</b>					
Fiscal Year Ended June 30,	Actuarially Determined Contribution – 3% COLA on July 1, 2022 (Current)	Increase in Actuarially Determined Contribution - Additional UAL Payments beginning in Fiscal 2029	Increase in Actuarially Determined Contribution - Additional UAL Payments beginning in Fiscal 2024	Increase in Actuarially Determined Contribution - Additional UAL Payments beginning in Fiscal 2025	Increase in Actuarially Determined Contribution - Additional UAL Payments beginning in Fiscal 2026
2023	\$156,350,175	\$0	\$0	\$0	\$0
2024	166,512,936	0	1,683,209	0	0
2025	177,336,277	0	1,750,537	1,926,703	0
2026	188,863,135	0	1,820,559	2,003,771	2,220,679
2027	201,139,239	0	1,893,381	2,083,922	2,309,507
2028	214,213,290	0	1,969,116	2,167,279	2,401,887
2029	224,656,628	3,480,526	2,047,881	2,253,970	2,497,962
2030	233,517,648	3,763,380	2,129,796	2,344,129	2,597,881
2031	242,728,122	3,913,914	2,214,988	2,437,894	2,701,796
2032	252,301,828	4,070,472	2,303,588	2,535,409	2,809,868
2033	262,253,102	4,233,290	2,395,731	2,636,826	2,922,263
2034	272,596,834	4,402,621	2,491,560	2,742,299	3,039,153
2035	283,348,504	4,578,727	2,591,223	2,851,991	3,160,719
2036	294,524,210	4,761,876	2,694,872	2,966,070	3,287,148

These cost estimates are based on the assumptions used in the most recent actuarial valuation of the Middlesex County Retirement System. To the extent there is adverse experience, employer contributions will increase and the cost related the increased COLA may be different than expected. For example, if members live longer than assumed under the current mortality table assumption, the cost of increasing the COLA will be higher than shown.

Please refer to our January 1, 2022 Actuarial Valuation and Review dated August 8, 2022 for the data, assumptions and plan of benefits underlying these calculations and for a discussion of the risks that may affect the System.

This report was prepared in accordance with generally accepted actuarial principles and practices at the request of the Board to assist in administering the Retirement System.

The measurements shown in this actuarial valuation may not be applicable for other purposes. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that

anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period); and changes in plan provisions or applicable law.

Segal valuation results are based on proprietary actuarial modeling software. The actuarial valuation models generate a comprehensive set of liability and cost calculations that are presented to meet regulatory, legislative and client requirements. Deterministic cost projections are based on a proprietary forecasting model. Our Actuarial Technology and Systems unit, comprised of both actuaries and programmers, is responsible for the initial development and maintenance of these models. The models have a modular structure that allows for a high degree of accuracy, flexibility and user control. The client team programs the assumptions and the plan provisions, validates the models, and reviews test lives and results, under the supervision of the responsible actuary.

The actuarial calculations were directed under the supervision of Bridget P. Orr, ASA, MAAA, EA. She is a member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein. To the best of her knowledge, the information supplied in this actuarial valuation is complete and accurate. The assumptions used in this actuarial valuation were selected by the Board based upon her analysis and recommendations. In her opinion, the assumptions are reasonable and take into account the experience of the Middlesex County Retirement System and reasonable expectations.

Please let us know if you have any questions or need any additional information.

Sincerely,

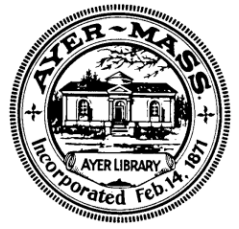
  
Kathleen A. Riley, FSA, MAAA, EA  
Senior Vice President and Chief Actuary

  
Bridget P. Orr, ASA, FCA, MAAA, EA  
Consulting Actuary

**Retired Participants as of Valuation Date January  
1, 2022**

Unit	Retirees
Town of Acton	192
Town of Ashby	10
Town of Ashland	149
Town of Ayer	82
Town of Bedford	217
Town of Billerica	477
Town of Boxborough	47
Town of Burlington	396
Town of Carlisle	55
Town of Chelmsford	449
Town of Dracut	269
Town of Dunstable	10
Town of Groton	68
Town of Holliston	131
Town of Hopkinton	140
Town of Hudson	245
Town of Lincoln	119
Town of Littleton	128
Town of North Reading	195
Town of Pepperell	68
Town of Sherborn	53
Town of Shirley	45
Town of Stow	46
Town of Sudbury	231
Town of Tewksbury	335
Town of Townsend	33
Town of Tyngsborough	101
Town of Wayland	249
Town of Westford	284
Town of Weston	271
Town of Wilmington	299
<b>Total Town Retirees:</b>	<b>5,394</b>
<b>Total MCRS Retirees:</b>	<b>6,284</b>

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



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

**MEMORANDUM**

**DATE:** March 23, 2023

**TO:** Ayer Select Board

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

**SUBJECT: Recommendation for the Select Board to Authorize \$500,000 in ARPA Funds for the West Main Street Bridge Replacement Project**

Dear Honorable Select Board Members,

As the Select Board continues to discuss recommended uses for the Town's remaining ARPA Funds, in consultation with the DPW Director, I would like to recommend/request that the Select Board consider voting to authorize \$500,000 in ARPA Funds for the purposes of the West Main Street Bridge Replacement Project subject to approval of the project's debt exclusion funding by the Annual Town Meeting on April 24, 2023 and approval of the debt exclusion ballot question at the Annual Town Election on May 9, 2023.

As the Board is aware, the Capital Planning Committee recommending the replacement of the West Main Street Bridge by debt exclusion on February 2, 2023 in the total project amount of \$3,500,000.

Since that time, the DPW Director working with MassDOT secured the reinstatement of a \$500,000 Small Bridge Replacement Grant for the project. With this grant, the total project amount is now \$3,000,000.

With the authorization of \$500,000 in ARPA Funds by the Select Board the total project cost subject to approval of the debt exclusion will be \$2,500,000.

As the Board is aware, the replacement of the West Main Street Bridge is a critical project in that the conditions of the bridge warrant timely replacement. Additionally, this infrastructure project is consistent with the Board's approach to use ARPA Funds mainly for infrastructure which is used by all Residents and as a benefit to all Residents of which the West Main Street Bridge would be. Finally, by reducing the debt exclusion amount to \$2,500,000 this is at a savings to the Ayer taxpayers.

\$3,500,000 Recommended Debt Exclusion for the West Main St. Bridge (2/2/2023)

(-\$500,000) Reinstatement of Small Bridget Grant (Secured by DPW Director

\$3,000,000

***(-\$500,000) ARPA Funds Proposal Subject to Select Board Approval (This Proposal)***

**Total: \$2,500,000 Total Debt Exclusion**

With the approval of \$500,000 in ARPA Funds for the West Main Street Bridge, the Town will still have a balance of approximately \$1,062,529 in ARPA Funds.

The DPW Director and I look forward to discussing this further with the Select Board at your meeting on March 27, 2023.

Thank you for your time and consideration.

Cc: Dan Van Schalkwyk, DPW Director  
Barbara Tierney, Finance Manager  
Ayer Finance Committee

Prepared by: Catherine Hutchison  
After recording return to: Rita Drinkwater  
SBA Network Services, LLC  
8051 Congress Avenue  
Boca Raton, FL 33487-1307  
Phone: 1-800-487-7795

Parcel ID: 019/026.0-0000-0010.0

### **FIRST AMENDMENT TO LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (“First Amendment”) is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”) by and between **TOWN OF AYER, a Massachusetts municipal corporation acting by and through its Select Board**, having an address at 1 Main Street, Ayer, Massachusetts 01432 (“Landlord”) and **SBA Towers II LLC, a Florida limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 (“Tenant”).

**WHEREAS**, Landlord and Tenant entered into that certain Lease Agreement dated January 9, 2023, as evidenced by that certain Memorandum of Lease Agreement dated January 9, 2023 and recorded \_\_\_\_\_, 2023, as Document No. \_\_\_\_\_ in the Office of the Registry of Deeds of Middlesex County, Massachusetts, as amended and assigned from time to time (collectively, “Lease”), for Tenant’s use of a portion of real property (“Premises”) located at 25 Brook Street, Ayer, Massachusetts 01432 (“Property”), being more particularly described on the attached **Exhibit “A”**; and

**WHEREAS**, Landlord and Tenant desire to amend and supplement the Lease as provided herein.



**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Lease:

1. The first (1<sup>st</sup>) paragraph of the Lease is hereby deleted in its entirety and replaced as follows:

THIS LEASE AGREEMENT (this “Lease”), dated as of the 9<sup>th</sup> day of January 2023 and made effective October 7, 2023 (the “Commencement Date”), is entered into by and between the **Town of Ayer, a Massachusetts municipal corporation acting by and through its Select Board**, having an address of 1 Main Street, Ayer, Massachusetts 01432 (“Landlord”), and **SBA Towers II LLC, a Florida limited liability company**, having an address of 8051 Congress Avenue, Boca Raton, FL 33487-1307 (“Tenant”)

2. Capitalized terms not defined in this First Amendment will have the meaning ascribed to such terms in the Lease.
3. This First Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Property is located without regard to principles of conflicts of law.
4. Except as specifically set forth in this First Amendment, the Lease is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall take precedence.
5. This First Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same First Amendment.
6. Tenant shall have the right to record this First Amendment.

**[The remainder of this page is intentionally left blank. Signatures to follow.]**

**IN WITNESS WHEREOF**, the parties have executed this First Amendment as of the day and year first above written.

**WITNESSES:**

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

**LANDLORD:**

**TOWN OF AYER, a Massachusetts municipal corporation acting by and through its selected board**

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

Name: \_\_\_\_\_

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

**COMMONWEALTH OF MASSACHUSETTS**

**COUNTY OF** \_\_\_\_\_

On this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_ the undersigned notary public, personally appeared \_\_\_\_\_, (name of document signer) proved to me through satisfactory evidence of identification, which were \_\_\_\_\_(type of identification), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**WITNESSES:**

**TENANT:**

**SBA TOWERS II LLC, a Florida limited liability company**

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

Joshua Koenig  
Executive Vice President &  
General Counsel

\_\_\_\_\_

Print Name: \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Joshua Koenig, Executive Vice President and General Counsel of SBA Towers II LLC, a Florida limited liability company, on behalf of said company, who is personally known to me and did not take an oath.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

## Exhibit "A"

### Property

SITUATED IN THE COUNTY OF MIDDLESEX AND STATE OF MASSACHUSETTS AND DESCRIBED AS FOLLOWS:

THE LAND IN AYER, MIDDLESEX COUNTY, MASSACHUSETTS, NORTHERLY FROM NOACOICUS BROOK, SO-CALLED, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE BOUND MARKING THE INTERSECTION OF THE SOUTHERLY SIDE LINE OF A PRIVATE WAY RUNNING WESTERLY FROM PARK STREET, AND THE EASTERLY SIDE LINE OF ANOTHER PRIVATE WAY, UNNAMED, THENCE RUNNING N. 78°-15' E IN THE SOUTHERLY SIDE LINE OF SAID PRIVATE WAY ONE HUNDRED (100) FEET TO A POINT, THENCE TURNING AND RUNNING S 11°-45' E FOUR HUNDRED FIFTY-SIX (456) FEET TO A POINT, THENCE TURNING AND RUNNING N 78°-15' E ONE HUNDRED (100) FEET TO A POINT AND THE WESTERLY SIDE LINE OF A PRIVATE WAY, UN-NAMED, THENCE TURNING AND RUNNING S 19°-00' W IN THE WESTERLY SIDE LINE OF SAID PRIVATE WAY ONE HUNDRED FIFTY (150) FEET TO THE CENTER LINE OF NONACOICUS BROOK, SO-CALLED, AND LAND NOW OR FORMERLY OF THE BROWN SISTERS. THENCE TURNING AND RUNNING IN A GENERAL WESTERLY DIRECTION IN THE CENTER LINE OF SAID NONACOICUS BROOK AND BY LAND OF VARIOUS OWNERS, (3125) THREE THOUSAND ONE HUNDRED TWENTY-FIVE FEET MORE OR LESS TO A POINT AND LAND OF THE U. S. MILITARY RESERVATION; THENCE TURNING AND RUNNING N 8°-35' E BY LAND OF SAID U. S. RESERVATION ONE THOUSAND FOUR HUNDRED SEVENTY-NINE AND FIVE-TENTHS (1479.5) FEET TO A STONE BOUND MARKING ANGLE IN SAID U. S. RESERVATION, THENCE TURNING AND RUNNING N 59°-57' E BY LAND OF SAID U. S. RESERVATION, ONE HUNDRED SIXTY THREE AND SEVEN-TENTHS (163.7) FEET TO A POINT; THENCE TURNING AND RUNNING N 59°-07' E STILL BY LAND OF SAID U. S. RESERVATION FOUR HUNDRED NINETY SIX AND SIX-TENTHS (496.6) FEET TO A POINT AND PROPERTY OF ST. MARY'S CEMETERY, THENCE TURNING AND RUNNING S 66°-17' E BY ST. MARY'S CEMETERY, SEVEN HUNDRED EIGHTY-EIGHT AND FOUR-TENTHS (788.4) FEET TO A POINT AND OTHER LAND OF THE ESTATE OF LEVI W. PHELPS, THENCE TURNING AND RUNNING S 23°-43' W BY LAND OF SAID PHELPS ONE HUNDRED ELEVEN AND EIGHT-TENTHS (111.8) FEET TO A POINT MARKED BY A STAKE, THENCE TURNING AND RUNNING S 62°-25' E STILL BY LAND OF SAID PHELPS TWO HUNDRED NINETY-THREE AND FORTY-SEVEN HUNDREDTHS (293.47) FEET TO A POINT MARKED BY A STAKE, THENCE TURNING AND RUNNING N 24°-12, E STILL BY LAND OF SAID PHELPS, ONE HUNDRED SEVENTY (170) FEET TO A POINT IN THE WESTERLY SIDE LINE OF A PRIVATE WAY; UN-NAMED, THENCE TURNING AND RUNNING S 11°-45' E IN THE WESTERLY SIDE LINE OF SAID PRIVATE WAY THREE HUNDRED FIFTY-SEVEN (357) FEET TO A POINT AND THE NORTHERLY SIDE LINE OF THE FIRST MENTIONED PRIVATE WAY; THENCE TURNING AND RUNNING S 78°-15' W IN THE NORTHERLY SIDE LINE OF SAID PRIVATE WAY, ONE HUNDRED (100) FEET TO A POINT, THENCE TURNING AND RUNNING S 11° 45' E BY THE WESTERLY END OF SAID PRIVATE WAY AND LAND NOW OR FORMERLY OF THE TOWN OF AYER, ONE HUNDRED TWENTY (120) FEET TO A POINT, THENCE TURNING AND RUNNING N 78°-15' E BY LAND OF SAID TOWN OF AYER AND THE SOUTHERLY END OF A PRIVATE WAY, ONE HUNDRED THIRTY (130) FEET TO A POINT, THENCE TURNING AND RUNNING N 11°-45' W IN THE EASTERLY SIDE LINE OF SAID PRIVATE WAY, EIGHTY (80) FEET TO A STONE BOUND IN SOUTHERLY SIDE LINE OF FIRST MENTIONED PRIVATE WAY AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS ABOUT FIFTY (50) ACRES AND IS SHOWN ON PLAN ENTITLED, TOWN OF AYER, MASS. PLAN OF LAND PURCHASED FOR SEWERAGE WORKS, DRAWN BY F. A. BARBOUR, ENGINEER, DATED AUGUST 1941, A COPY OF WHICH IS TO BE FILED AND TO WHICH REFERENCE MAY BE HAD FOR A MORE DETAILED DESCRIPTION.

TAX ID NO: 019/026.0-0000-0010.0

3/22/2023

MassDevelopment-Devens

Meg Delorier, Acting Executive Vice President Devens Operations

33 Andrews Parkway

Devens MA 01434

Dear Ms. Delorier,

Over the past 20+ years, MassDevelopment has leased portions of the former military airfield runways to various private “Solo-Autocross” timed-run/racing clubs and organizations, including the Renegade Miata Club, BMW-Car Club of America, North Country Porsche Club, Track Club USA, Connecticut Valley Region Porsche Club, Sports Car Club of America (SCCA), Bay State Corvette Club, and NE-SVT Group.

The intense (New England regional) Autocross land-use of the Moore Air Field is negligible with regard to local job creation, local added-value creation, local property-value escalation, and providing no benefit and potential damage to the “Wild & Scenic” Nashua River, and the Oxbow National Wildlife Refuge. It generates annual revenue to MassDevelopment, gives “excitement” to the regional autocross competitors, burns thousands of gallons of fossil fuel, generates CO2 exhaust from roaring tailpipes, and demonstrably compromises the local quality of life within the neighborhoods of Ayer.

The Autocross use at Moore Air Field projects a relentless sonic impact of non-stop screeching tires and fast engines roaring across Ayer’s many neighborhoods to the east of the Field, and into the protected wildlife species and habitat of the Oxbow National Wildlife Refuge.

The historic Moore Army Air Field is set on a high plateau upon the “Wild & Scenic” Nashua River, embraced by the Oxbow National Wildlife Refuge. Along the eastern perimeter of the Air Field is the sparsely-used Greenville Freight Railroad Branch and the Fitchburg Rd. (Rt. 2A) commercial/light-industrial corridor. The planning and redevelopment of the Fitchburg Rd. corridor as a sustainable, healthy, safe, and livable mixed-use district, including the proposed 100% Affordable 106-unit Chapter 40B Residential Development, “Ayer Commons” at 65 Fitchburg Road is progressing.

Abutting the southeastern side of the Air Field is the (circa 1860) sacred and solemn St. Mary’s Cemetery on Bishop Road. In close proximity east of the Air Field are a number of Ayer’s well-established neighborhoods along Groton School Rd., Park Street, Groton-Shirley Rd., the Washington St. Historic Hill District Neighborhood, and also the Watt Phnom Serie Cambodian Temple to the immediate north. The prevailing wind current comes westerly – carrying the sonic impact of activities from the Air Field easterly across and into Ayer’s residential neighborhoods.

Ayer is a proud middle-class family township, and a designated Environmental Justice (EJ) community. In most cases, both Ayer-family spouses (and/or individuals) work very hard during the week, supporting their households. Saturdays and Sundays are often the only days of the week that Ayer families have time to relax and re-charge in their own homesteads, yards, and neighborhood streets. This precious Saturday and Sunday (homestead) time has been imposed upon by the non-stop sonic impact of Autocross at the Moore Air Field for 20+ years – an entire generation of Ayer children have grown-up in their neighborhoods with this as the weekend “sound-track” – 10:00AM-5:00PM.

The New England Sports Car Club of America (SCCA) website reads, “On weekends the (Moore Air Field) runways are currently the largest and only centrally located venue in southern New England...for autocross competitions.” The SCAA website “Autocross Locations” takes you directly to Moore Air Field venue: [Autocross Locations | Pit Talk](#). Additional “Motorsports Venues/Race Tracks” are listed. All “motorsports venues” in New England, other than Moore Air Field, are just that, designed, located, permitted, and constructed as motorsports track destination facilities.

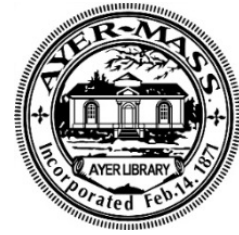
Moore Air Field was never designed/constructed as a “motorsports venue” set upon a high plateau, upon the banks of the Nashua River, embraced by a National Wildlife Refuge, and embedded in residential neighborhoods, and abutting a sacred historic cemetery. It was designed/constructed during a time when environmental impacts weren’t well known as a US Army Air Field in preparation for America’s entrance into WWII. When outer Fitchburg Rd. was open, undeveloped land. When Ayer’s residents had no (say) on the adverse impacts to public health, public safety, environmental contamination, noise pollution, property-values, and quality-of-life, as a US Army Air Field was constructed in their small hometown of 9.8 square miles. Today we see the results of these negative impacts to the health of all around us.

The Town of Ayer is prepared to meet with our partners at MassDevelopment, and the Devens Enterprise Commission (DEC), to start the phase-out of the intense and damaging Autocross land-use at Moore Air Field, and to attract, permit, and develop alternative uses that will vibrantly contribute to the health, safety, prosperity, opportunity, resiliency, and sustainable future for our valued Ayer and Devens neighborhoods, communities, wildlife species, and natural habitat.

The days of Moore Air Field as an auto-centric, fossil fuel burning, noise pollution projecting, wildlife habitat damaging, massive heat-island need to come to an end.

Sincerely,

Cc: Senator Jamie Eldridge, Representative Danillo Sena, etc



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

*Broadcast and Recorded by APAC*

**March 7, 2023**  
**Open Session Meeting Minutes**

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

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

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

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

**Approval of Meeting Agenda:**

**Motion:** A motion was made by S. Houde and seconded by S. Copeland to approve the meeting agenda.

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

**Announcements:** J. Livingston announced that the next Select Board meeting will be held on Monday March 27, 2023 at 6:00 PM. This meeting will be held on Zoom only. During this meeting there will be a Public Hearing for setting the FY '24 Water & Sewer Rates.

J. Livingston also announced that tomorrow evening at 6:00 PM, the Select Board, Town Manager, Finance Committee and all department heads will hold the 2nd Public Budget Forum, both at the Town Hall and via Zoom. All information can be found on the Town's website or social media pages.

J. Livingston said the upcoming Ayer Devens Symposium is being held on March 10, 2023 and March 11, 2023.

**Public Input:** Janine Nichipor, 95 Haymeadow Lane read the following statement: *"Four years ago I was asked to join the COA Director and COA Board to start working on a new Senior Center. We started to work creatively and collaboratively, brainstorming ideas on what we need to serve the Town's growing elderly population. Together we made rough sketches and Wish lists. All of the original COA people are no longer on the project. Some moved away. One is dead. I do not speak for them, but in honor of them and the dream we had of a new Senior Center. I am here as a senior who has donated much of my time to make a new Senior Center happen. I have driven around looking at land, pored over aerial views online, contacted real estate agents, researched town documents and policies, met with MassDevelopment and attended many other meetings. I've also talked with seniors at the Center, at the grocery store,*

or while out walking. I personally visited 7 Senior Centers and had extended interviews with two Directors who generously gave their time and expertise. One director I visited with was in the middle of the process of building a new center for their town and she explained her approach. She thought it was important to keep the public informed and involved in the whole process. After the announcement on Feb. 24 at the Senior Center regarding the latest plan for building on Pirone Park, I do not think the public has been kept informed. A lot of decisions have been made in closed door sessions. I met a neighbor to the project who had no idea of plans to build on Pirone Park. Most importantly, it appears our original project to build a new Senior Center has been hijacked. Ayer town officials keep trying to combine our project with other projects. I think this is disrespectful to the seniors who have been waiting for a new center, which could have been done by now if it hadn't been for the Town pushing to build first, on a contaminated site. (I reference the Fall Town Meeting 2020 which can be viewed on the Town's website. Note that this meeting was during the height of Covid, when many seniors were not able to go to an in-person meeting due to the risk to our age group.) Now, the Town is pushing for another potentially controversial project which would take about 1/3 of the field space away from Pirone Park. This would again be a combined project instead of just a Senior Center. If one looks at our own online resources, such as the Town Assessors maps, you can see the Town of Ayer owns many more acres besides Pirone Park. MassDevelopment has identified land on Devens, which the Town has not pursued. There may still be land available from the Feasibility Report. My two main points are: 1-That I would like to get back to the business of building a Senior Center and not solving other random problems that the officials want to piggyback onto our project. 2-I ask that we give the people of the Town of Ayer a chance to be involved in the process and have a say in choosing whether to change Pirone Park forever, or build our Senior Center on other available land. As part of this let's explore "any and all" good pieces of land, including other Ayer Town Land or land in Devens. I expect that the Building Committee, now the Site Selection Committee and I will soon be parting ways, and I will look for other ways to serve Ayer's seniors. Thank you for listening."

**Daniel Van Schalkwyk, Director, Dept. of Public Works – Execution of Contract for the Third Street Water and Drain Improvements:**

D. Van Schalkwyk was joined by Town Engineer Matt Herson. D. Van Schalkwyk reported that the Town opened 8 bids for the project on February 16th. Bids ranged from \$422,700.00 to \$512,627.30. The engineer's estimate was \$457,900.00. The low bidder is CHB Excavating of Westford, MA. He is recommending executing the contract with CHB Excavating in the amount of \$422,700.00.

**Motion:** A motion was made by S. Houde and seconded by S. Copeland to execute the contract with CHB Excavating for the Third Street Water and Drain Improvements project in the amount of \$422,700.00 for signature by the Board. **Roll Call Vote:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed By Roll Call Vote 3-0.**

**Consideration and Votes on Form of Ballot Questions for the Annual Town Election on May 9, 2023 - Replacement of West Main Street Bridge Debt Exclusion; Fire Ladder Truck Debt Exclusions and Submission of Questions to Town Clerk for Inclusion on Annual Town Election**

**Ballot:** R. Pontbriand stated that the Capital Planning Committee has recommended two debt exclusions for the replacement of the West Main Street Bridge and the purchase and equipping of a new Fire Ladder Truck subject to approval by the Annual Town Meeting on April 24, 2023 and subject to passage by ballot at the Annual Town Election on May 9, 2023. Pursuant to the provisions of G.L. c. 59, sec. 21C, the Select Board is required to vote by a two-thirds majority to place debt exclusion ballot questions before the voters at the annual or a special election. The Select Board is required to provide notice to the Town Clerk of such a determination no less than thirty-five (35) days prior to the election. The Select Board is respectfully requested to review and approve the following debt exclusion questions consistent with the statute for inclusion on the ballot for the Annual Town Election to be held on Tuesday, May 9, 2023 as follows:



***Shall the Town of Ayer be allowed to exempt from the provisions of proposition two and one-half, so called, the amounts required to pay for the bond issued in order to fund the replacement of the West Main Street Bridge and any costs incidental and related thereto?***  
Yes \_\_\_ No \_\_\_

***Shall the Town of Ayer be allowed to exempt from the provisions of proposition two and one-half, so called, the amounts required to pay for the bond issued in order to purchase and equip a Fire Ladder Truck and any costs incidental and related thereto?***  
Yes \_\_\_ No \_\_\_

And to further authorize the Town Manager to notify the Town Clerk of this vote and request in writing. R. Pontbriand emphasized that both measures have to pass both the Town Meeting and the at the ballot on May 9, 2023.

Dennis Curran, Pleasant St., asked if the Board was recommending the passage of the warrant article or just the wording of the question. J. Livingston stated the wording/form of the question. D. Curran had several questions about the Select Board sponsoring versus recommending warrant articles. J. Livingston stated regardless of how the Board members personally feel, they are advancing articles to be placed on the Town Meeting Warrant for the public to decide. Town Clerk Susan Copeland agreed that the Select Board tonight was approving the form of the questions to appear on the ballot. R. Pontbriand emphasized that the wording of the ballot questions is strictly set by State law.

Pauline Conley, 40 Cambridge Street asked if the amounts involved can be on the ballot question. R. Pontbriand had already answered no. She then asked about the warrant. R. Pontbriand stated that the amounts for both items will be placed on the Annual Town Warrant.

Sara Withee, 11 Groton Shirley Road asked if there would be presentations made on debt exclusions items. S. Houde stated that yes there will be a presentation at Town Meeting and at tomorrow night's budget forum.

**Motion:** A motion was made by S. Houde and seconded by S. Copeland to approve the wording of the debt exclusion question for the Main Street Bridge as presented. **Roll Call Vote:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed By Roll Call Vote 3-0.**

**Motion:** A motion was made by S. Houde and seconded by S. Copeland to approve the wording of the debt exclusion question for the Fire Ladder Truck as presented. **Roll Call Vote:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed By Roll Call Vote 3-0.**

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to authorize the Town Manager to notify the Town Clerk in writing regarding this evening's vote. **Roll Call Vote:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed By Roll Call Vote 3-0.**

**Town Manager's Report - Administrative Update/Review of Town Warrant(s):** R. Pontbriand provided a brief Administrative Update to the Select Board on the various activities, initiatives, and projects of the Town since the Select Board last met and referenced the Town Warrants that are in the Select Board's packet that were approved since the Select Board last met.

R. Pontbriand stated that he was looking into a municipal aggregation program for the benefit of Town residents and businesses. More information will be available and a Town Meeting vote will be taken to start the process.

R. Pontbriand stated that the Senior Center Site Selection Committee will come to the March 27, 2023 SB meeting with a recommendation. He wanted to clarify a few points that were made under public input earlier in the evening. The initial West Main Street site was not just chosen from the sky; it was the recommendation after working with a professional consultant in identifying available land. The issue in Ayer, being 9.5 square miles, the Town does not own any viable 1.5-2 acre sites for redevelopment. The proposal was tabled by the 2020 Fall Town Meeting. R. Pontbriand then put together a working group to identify other potential sites. There are eleven members of the working group: the Senior Center Director, Town Manager, Assistant Town Manager, DPW Director, Dennis Curran, Chair of the COA Board, Janine Nichipor from the COA Board, Ken Diskin from the Planning Board, the Parks Director, and the Economic Development Director and Alicia Hersey from the Economic Development Office. An RFP was issued soliciting sites for potential redevelopment. R. Pontbriand then said that paying for a senior center on Devens with Ayer taxpayer money will not fly. S. Houde stated he would like it in the borders of Ayer. R. Pontbriand stated that the committee is coming to the next Select Board meeting with two years' worth of work.

J. Livingston asked if Super Town Meeting was needed to build on MassDevelopment land. R. Pontbriand answered no. J. Livingston stated that whatever happens, the Town has a say, correct? R. Pontbriand said of course. R. Pontbriand stated that if the Board accepts the suggestion of the Site Review Committee, the next step would be to form a formal building committee. R. Pontbriand stated that there will not be anything to do with this project on the upcoming Annual Town Meeting Warrant.

J. Nichipor then stated if you go to the Assessor's website and query land owned by the Town of Ayer, there are several parcels on MacPherson Road. She also met with MassDevelopment officials who stated that they would be willing to work with Town officials to work through the process. R. Pontbriand stated he has met with MassDevelopment numerous times on this issue; there are a substantial number of obstacles.

*FY '24 Budget Update* – R. Pontbriand stated that the 2<sup>nd</sup> Budget Forum will be held tomorrow night at 6:00 PM; DRAFT #3 will be presented. He also noted that there will be a public hearing on the FY '24 Water and Sewer Rates at the March 27, 2023 Select Board Meeting.

*2023 Annual Town Meeting Warrant Update* – R. Pontbriand handed out the DRAFT warrant as it currently stands. The deadline for articles and citizen's petitions is Friday March 31, 2023. R. Pontbriand went over the current warrant articles.

*Discussion on Proposed Recommendations for the Use of FY '22 Free Cash* – R. Pontbriand presented several slides on potential uses of the FY '22 certified free cash. He presented the current balances in the Stabilization, Capital Stabilization accounts. Recommended uses for Free Cash are as follows:

UDAG Replenishment – Park St. Study	\$14,185
Library HVAC – Replenishment of Library Special Fund	\$35,000
GASB 45 – OPEB	\$145,636
Forward Funding of Pension Proposal	\$300,000
Compensated Absences Special Revenue Fund	\$10,000
Capital Stabilization	\$750,000
Stabilization	\$359,073
Bond Anticipation Note Payment	\$322,565

<b>Total</b>	<b>\$1,936,459</b>
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Pauline Conley, Cambridge Street asked if Free Cash will be discussed tomorrow at the Budget forum. R. Pontbriand said yes.

*Request for One Day Beer/Wine License – St. Mary’s Church – March 18, 2023* – St. Mary’s Church is requesting a Beer/Wine License for Saturday March 18, 2023 from 4:00 PM – 8:00 PM for their St. Patrick’s Day dinner.

**Motion:** A motion was made by S. Houde and seconded by S. Copeland to approve a One Day Beer Wine License for St. Mary’s Parish from 4:00 PM – 8:00 PM on Saturday March 18, 2023. **Roll Call Vote:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed By Roll Call Vote 3-0.**

**New Business/Select Board Member Questions:** J. Livingston would like to discuss uses of ARPA funds at the March 27, 2023 SB meeting.

**Approval of Meeting Minutes:** A motion was made by S. Copeland and seconded by S. Houde to approve the meeting minutes from February 21, 2023. **Roll Call Vote:** S. Copeland, aye; S. Houde, aye; J. Livingston, aye. **Motion passed By Roll Call Vote 3-0.**

**Executive Session Pursuant to MGL Chapter 30A, Section 21A, Exemption #2 (Non-Union Personnel) Town Clerk Personal Services Contract:** At 7:11 PM a motion was made by J. Livingston and seconded by S. Copeland to enter into Executive Session pursuant to MGL Chapter 30A, Section 21A, Exemption #2 (Non-Union Personnel) to discuss the Town Clerk’s Personal Services Contract and to adjourn at the conclusion of the Executive Session. She further noted that discussing these matters in Open Session would be detrimental to the Town’s negotiating strategy. **By Roll Call Vote:** J. Livingston, aye; S. Houde, 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 SB:** \_\_\_\_\_

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