

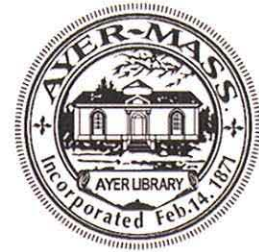
RECEIVED

MAY 17 2024

TOWN OF AYER
TOWN CLERK

11:05am
(Signature)

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



Tuesday May 21, 2024
Open Session Meeting Agenda

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

6:00 PM **Call to Order**
Pledge of Allegiance; Review and Approve Agenda; Announcements

Public Input

6:05 PM **Ratification of Appointment of Parks Director**

6:10 PM **Dan Van Schalkwyk, DPW Director**
1. Stormwater Utility Advisory Workgroup Update
2. Water Supply Update

6:20 PM **Reserve Fund Transfer Requests**
Budget Line Items: Legal Services (01151), Unemployment (01913), Information Technology (01166)

6:30 PM **Town Manager's Report**
1. Administrative Update/Review of Warrants
2. Approval of Intermunicipal Agreement for Regional Dispatch Services

6:35 PM **New Business/Select Board Member Questions**

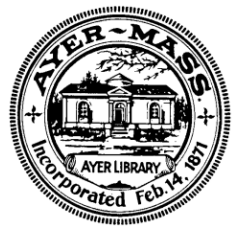
6:40 PM **Approval of Meeting Minutes**
May 7, 2024

6:45 PM **Adjournment**

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

The next regularly scheduled meeting of the Ayer Select Board will be Tuesday June 4, 2024 at 6:00 PM, both in-person and via Zoom.

**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: May 16, 2024

TO: Ayer Select Board

FROM: Robert A. Pontbriand
Town Manager

SUBJECT: Ratification of Appointment – Parks Director – Ms. Sarah Ernst

Dear Honorable Select Board Members,

At the May 21, 2024 meeting, I will be joined by Ms. Sarah Ernst to present her appointment as Parks Director for the Select Board's ratification. Attached for your review is Ms. Ernst's resume (See Attached). Upon the Select Board's ratification, Ms. Ernst will begin work on May 22, 2024 and the terms of her employment will be governed by the Town's Non-Union Personnel Policies and Procedures Manual. She will be compensated at Grade 11, Step 1 per the Town's Non-Union Compensation and Classification Grid.

The position of Parks Director was publicly advertised on the Town's website and social media as well as on the Massachusetts Municipal Association's job postings website and the Massachusetts Recreation and Parks Association Job Board. Of the applications that the Town received, Ms. Ernst was the most qualified. She is currently the Administrative Assistant for the Ayer Parks Department and the Administrative Assistant to the Athletic Director/Facilities for the Ayer Shirley Regional School District. She holds a bachelor's degree in sports and recreational management and a master's degree in business administration in Sports Management. She was interviewed by the Parks Commission, which voted unanimously to recommend her for appointment to the Town Manager.

I am respectfully requesting that the Select Board vote to ratify the Appointment of Ms. Sarah Ernst as Parks Director for the Town of Ayer effective May 22, 2024.

I look forward to introducing Ms. Sarah Ernst to the Select Board and to welcoming her and working with her here in the Town of Ayer.

Thank you.

Attachment: Resume of Ms. Sarah Ernst

Sarah Ernst

[REDACTED]
Ayer, MA 01432
[REDACTED]

March 4th, 2024

Robert Pontbriand
Town Manager
Subject: Letter of Intent for Parks Director

Dear Robert,

This letter is to seek employment with the Town of Ayer as the Parks Director. Growing up in Ayer and being a part of all the recreational activities as a young child, it has been a goal of mine to help out the Parks Department in any way that I can now that I am an adult. I went to Franklin Pierce University and received my Bachelors in Sports Management as well as my MBA in Sports Management.

For the past year I have been working with Jeff Thomas as his part-time administrator and learning how municipality works and what the job truly entails. I have enjoyed my time working so closely with Jeff and furthering my knowledge of the administrative side of the Parks department and feel as though I would learn quickly in the other aspects of the job that I am not familiar with.

I decided to get my degree in Sports Management because I hoped that one day, I would be able to be the next Jeff Thomas and help find new ways for youth recreation to grow in our community. I am a product of this communities' youth programs and even went to play college softball. I am very familiar with being around fields and understand the work that it takes to make the park as great as it is. Through my experiences, I truly believe that I would be a great fit for the Parks Department.

I look forward to hearing from you at your earliest convenience. Thank you.

Sincerely,

Sarah Ernst

- Sarah Ernst

WORK EXPERIENCE

Ayer Parks Department

Ayer, MA

Administrative Assistant

February, 2023 - current

- Create and organize all submitted registration forms for youth programs throughout the year
- Manage the biweekly warrants and payroll for the department
- Assists the Director with any office-related tasks and attend the monthly Parks Meeting as a diligent note-taker

Ayer Shirley Regional School District

Ayer, MA

Administrative Assistant to Athletic Director/Facilities

January 2022- current

- Enter confidential information into our databases; with student information for athletics
- Handle purchase orders for both departments, ensuring items have been receive and paid for
- Attention to detail and organize all seasons worth of athletic equipment and materials
- Schedule all relevant athletic meetings and school building coverage for the weekends

Boston Red Sox

Boston, MA

Mobility Assistance Team

April 2022 - current

- Employee of the Month – April 2022; Employee that goes above and beyond
- Providing a positive experience to fans by excellent customer service and attention to detail
- Ensuring fans are accurately directed within the park based on their needs

Franklin Pierce University Admissions Office

Rindge, NH

Data Enrollment Specialist

September 2020 - January 2022

- Trained student assistants in the databases and ran data reports for all applications received by the university
- Oversaw all incoming applications and took diligent meeting notes for University wide meetings
- Maintain organization in the Admissions office, in addition to working with confidential files

HIGHER EDUCATION

Franklin Pierce University

Rindge, NH

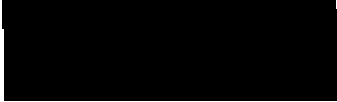
- Bachelor of Science in Sports and Recreational Management
- Master of Business Administration in Sports Management

May 2020

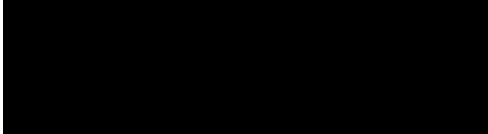
May 2021

Professional References

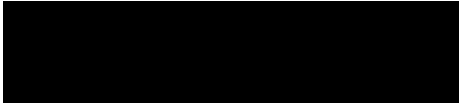
Stephen Kendall
Ayer-Shirley Regional Athletic Director, Ayer MA



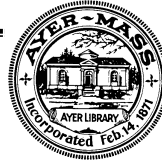
Bob Briggs
Ayer-Shirley Regional School District Facilities Director, Ayer MA



Chris Chirichiello
Senior Manager of Event Operations – Red Sox Organization
Fenway Park, Boston MA



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



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

MEMORANDUM

Date: May 16, 2024
To: Select Board
From: Dan Van Schalkwyk, P.E., DPW Director
Kimberly Abraham, Water and Sewer Superintendent
Subject: **Agenda Items for May 21, 2024, Select Board Meeting**

1. Stormwater Utility Advisory Workgroup Update

The Director will give a brief update on the stormwater utility evaluation being performed by the Stormwater Utility Advisory Workgroup. Please note, all materials for the Workgroup can be found on the Workgroup's website: <https://www.ayer.ma.us/storm-water-utility-advisory-workgroup>

2. Water Supply Update

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

- Since the last update, water production continues to face some challenges meeting demand during the work week. During the month of late April through early May both well fields work 24 hours a day, five days a week, and get only a few hours of rest during the weekend.
- The tank levels, which is an indication of our ability to meet demand, have been nearly full on the weekends but are not full most mornings during the week.
- These recent changes to the trends indicate that we are moving out of the winter demand period and into the spring demand. We are keeping a very close eye on these trends as summer approaches and encourage all customers to conserve water when and where they can.

At this time, we do not recommend changes to the existing water use restrictions by the Water and Sewer Commissioners.

RESERVE FUND TRANSFER REQUEST

Section I (Completed by Elected Official or Department Head)

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

1 Amount requested: \$30,000

2 To be transferred to:
A. Account Name: Legal Services
B. Account #: 01151

3 Present balance in budget \$13,821.73

4 The amount requested will be used for (please attach supporting information):
April 2024 Invoice; May 2024 Invoice; June 2024 Invoice and ongoing property enforcement matters.

5 The expense is extraordinary or unforeseen for the following reason(s):
Beginning in February 2024, the Town has been involved in an ongoing property enforcement matter which was unforeseen at the time the FY 2024 Legal Services Budget was developed. Additionally, the legal costs of this enforcement matter have been extraordinary in scope.

5/17/2024
Date

[Signature]
Elected Official or Department Head

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

Transfer Approved: YES NO

Amount Approved: _____

Date of Meeting: _____

Number Present/Voting _____

Chairman

Section III Action by Finance Committee

Transfer Approved: YES NO

Amount Approved: _____

Date of Meeting: _____

Number Present/Voting _____

Chairman

Account Number	01151-53000	
Account Name	Town Counsel	
Original Balance	\$75,000	18% Available
Available Balance	\$13,821.73	82% Spent

<i>Date</i>	<i>Invoice</i>	<i>Amount</i>	<i>Reason</i>
8/25/2023	KP Law	\$3,856.70	July
10/23/2023	American Arbitration Assoc	\$325.00	Union Matter
9/26/2023	KP Law	\$5,418.55	August
10/23/2023	KP Law	\$3,755.67	September
11/28/2023	KP Law	\$6,447.71	October
12/28/2023	KP Law	\$4,084.67	November
1/25/2024	KP Law	\$3,410.64	December
2/6/2024	American Arbitration Assoc	\$1,112.50	Union Matter
2/23/2024	KP Law	\$4,904.08	January
3/27/2024	KP Law	\$14,251.18	February
4/24/2024	KP Law	\$13,611.57	March

Sub Total of Charges \$61,178.27



RESERVE FUND TRANSFER REQUEST

Section I: (Completed by Elected Official or Department Head)

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

1. Amount requested: \$40,000
2. Transferred to Account Name: IT Services B. Org/Object #: 1166-52000
3. Present balance in budget: (15,500)
4. The amount requested will be used for (please attach supporting information):
Fund IT Services and payroll through June 30, 2024
5. The expense is extraordinary or unforeseen for the following reason(s):
The IT budget was underfunded in FY24 due to the unknown new costs for Town email, server security requirements, and other client-based security enhancements.

May 16, 2024

Date


Elected Official / Department Head Signature

Section II: Action by Select Board/Appointing Authority when Section I not completed by Elected Official

Transfer Approved: _____ YES _____ NO

Amount Approved: \$ _____

Date of Meeting: _____ Number Present/Voting: _____

Select Board Chair Signature

Section III: Action by Finance Committee

Transfer Approved: _____ YES _____ NO

Amount Approved: \$ _____

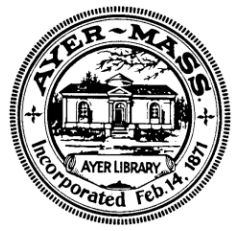
Date of Meeting: _____ Number Present/Voting: _____

Finance Committee Chair Signature

IT Reserve Fund Transfer May 16, 2024

FY24 Shortage	37,955	<i>Per Town Accountant</i>
Balance in Account	15,500	
Payroll (ck & jb)	10,600	
The 20 (June)	10,000	
Adobe	600	
Verizon	150	
Contingency	<u>1,105</u>	
	37,955	
Request	40,000	

**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: May 17, 2024

TO: Ayer Select Board

FROM: Robert A. Pontbriand
Town Manager

SUBJECT: Town Manager's Report for the May 21, 2024 Ayer Select Board Meeting

Dear Honorable Select Board Members,

I am pleased to transmit to you the following Town Manager's Report for the May 21, 2024 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 Warrants:

- At the meeting I will provide a brief Administrative Update on the various activities, initiatives, and projects of the Town since the Select Board last met on May 7, 2024.
- I have reviewed, approved, and signed the following Town Warrants since the Select Board last met on May 7, 2024:

Accounts Payable Warrant #24-22 in the amount of \$2,591,267.03 was reviewed, approved, and signed on May 7, 2024.

Payroll Warrant #24-23 in the amount of \$409,293.70 was reviewed, approved, and signed on May 14, 2024.

Approval of Intermunicipal Agreement for Regional Dispatch Services:

- I will be joined at the meeting by Police Chief Brian P. Gill to present and answer any questions the Select Board may have regarding the attached proposed Intermunicipal Agreement for Regional Dispatch Services. This Intermunicipal Agreement was negotiated by the Town Manager and the Police Chief with the Shirley Town Administrator and the Executive Director of State 911. We are respectfully recommending and requesting that the Select Board vote to approve and sign the Intermunicipal Agreement for Regional Dispatch Services (See attached).

Thank you.

Attachment: Proposed Intermunicipal Agreement for Regional Dispatch Services

INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF AYER AND THE
TOWN OF SHIRLEY REGARDING THE AYER SHIRLEY REGIONAL
EMERGENCY COMMUNICATION CENTER (ASRECC)

May __, 2024

This Agreement is entered into as of this __ day of May 2024, by and between the Town of Ayer, Massachusetts (“Ayer”) and the Town of Shirley, Massachusetts (“Shirley”) (collectively, the “Parties”) regarding the operation of a primary police and fire department dispatch system.

WHEREAS the Parties previously entered into an Agreement for the period of July 1, 2023 to June 30, 2024. This Agreement shall serve as the successor agreement to the December 6, 2017 Agreement.

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

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

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

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

NOW THEREFORE, the Parties agree as follows:

I. Introduction

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

II. Term of Agreement

The term of this Agreement shall be for three (3) years commencing on July 1, 2024 and expiring on June 30, 2027.

III. Withdrawal or Termination of Agreement

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

IV. Ayer's Responsibilities

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

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

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

V. Shirley's Responsibilities

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

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

VI. Personnel of the ASRECC

1. Upon implementation of this Agreement, all Dispatchers of the ASRECC shall be employees of the Town of Ayer and governed by the Collective Bargaining Agreement currently in place between the Town of Ayer and the APPOA Communication Workers.
2. Matters involving personnel of the ASRECC including discipline shall be handled in accordance with the Collective Bargaining Agreement currently in place between the Town of Ayer and the APPOA Communication Workers or Mass General Laws, Chapter 150 E.
3. As stated under Section IV, Subsection 12 of this Agreement, staffing policies, daily operating procedures and administrative management of the regional dispatch center shall be the sole responsibility of the Chief of the Ayer Police Department and/or his/her designee.
4. Shirley shall have a seat at the bargaining table during contract negotiations with APPOA Communications Workers Union, provided, however, that the Ayer Board of Selectmen shall make the final determinations regarding any agreement resulting therefrom.

VII. Conflict and Dispute Resolution

1. A "Conflict Resolution Board" is hereby established for the purpose of resolving any disputes that may occur between the Parties during this Agreement. Members of the Conflict Resolution Board shall include the Chiefs from the Ayer and Shirley Police and Fire Departments or their designees. The Board shall meet Quarterly during the term of this Agreement, or at such other times as agreed to by the Parties.
2. No suit upon any claim or cause of action upon, or for damages upon, by reason of, or growing out of this Agreement or its non-performance or faulty performance, shall be filed or maintainable by any Party

unless notice of such claim or cause of action be given to the other Parties at its/their address at the end of this agreement, not less than thirty (30) days prior to filing.

3. In the event any dispute of any kind should arise between the Parties concerning the construction of this Agreement or the breach thereof, then and in that event, such dispute may, upon agreement of the Parties, be submitted to an arbitrator selected by the American Arbitration Association. The proceedings before said arbitrator shall be governed by the rules and regulations of said Association, and the award, determination of said arbitrator shall be binding and conclusive upon those Parties, and they herewith agree to abide thereby. Any costs associated with arbitration shall be split evenly between the Parties, unless resolution is not achieved within six (6) months. If the Parties cannot reach a resolution within six (6) months of the commencement of arbitration, the costs for the arbitration process incurred after such six-month period shall be borne by the Party raising the dispute. The Parties may also mutually agree to use other forms of alternative dispute resolution, including mediation or an agreed upon third party to address disputes arising under this Agreement. Each Town reserves the right, either in law or equity, by suit, and complaints in the nature of specific performance or other proceeding to enforce or compel performance of any or all covenants herein.
4. The Parties mutually agreed to formulate and implement a Management Control Agreement for IMC and an Overview/Troubleshooting Policy upon execution of this Agreement.

VIII. Expansion of Membership of the Regional Communications Center

Any expansion of membership of the Regional Communications Center shall be subject to approval by a majority vote of each Board of Selectmen of the Towns of Ayer and Shirley.

IX. Entire Agreement, Modification, Amendment

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations, and representations, either written or oral. No officer, official, agent, or employee of any of the participating Parties shall have the power to amend, modify, or alter this Agreement or waive any of its provision or to bind any of the participating Towns by making any promise or representation not contained herein. Any modification shall be by a written amendment duly authorized by all the Towns. Said

amendment shall be executed in the same manner as this Agreement is executed.

X. Indemnification

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

XI. Shirley Assessment for Services of the ASRECC

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

FY 2025 Shirley Assessment: \$175,000.00 billed semiannually on July 1st and January 1. The balance of the Shirley Assessment for FY 2025 in the amount of \$130,545.00 shall be funded from the State 911 Grant.

FY 2026 Shirley Assessment: \$200,000.00 billed semiannually on July 1st and January 1. The balance of the Shirley Assessment for FY 2026 shall be funded from the State 911 Grant.

FY 2027 Shirley Assessment: \$225,000.00 billed semiannually on July 1st and January 1. The balance of the Shirley Assessment for FY 2027 shall be funded from the State 911 Grant.

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

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

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

XII. Financial Safeguards

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

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

XIII. Severability

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

XIV. Renegotiation of Agreement: The Parties mutually agree that renegotiations for a successor Agreement shall commence no later than six (6) months prior to the expiration of this Agreement (June 30, 2027)

XV. Notice

Any notice under this Agreement shall be provided as follows:

To Ayer:

Ayer Select Board
C/o Town Manager
1 Main Street
Ayer, MA 01432

To Shirley:

Shirley Select Board
C/o Town Administrator
7 Keady Way
Shirley, MA 01464

XVI. Governing Law

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

XVII. Authorization

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

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

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

DRAFT



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

Broadcast and Recorded by APAC

May 7, 2024
Open Session Meeting Minutes

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

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

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

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

Approval of Meeting Agenda:

Motion: A motion was made by J. Livingston and seconded by S. Copeland to adjust the meeting agenda, moving the Approval of Meeting Minutes in front of New/Business/Select Board Member Questions.

Motion passed 3-0.

Announcements: None

Public Input: Amy Messcher, Chair of the Independence in Ayer Committee invited the Select Board members to participate in the June 22, 2024, Ayer Independence Parade. The committee thanked the Town, Park and Recreation Department, DPW and all sponsors for the funding and other contributions that make the parade and celebration possible.

Pauline Conley, 40 Cambridge Street thanked the DPW for the crosswalk signs installed around Town. She asked when the striping and stenciling would take place. Matt Herson, Town Engineer stated that road striping and stenciling will started on Main Street tonight. He was not sure when Central Avenue is scheduled but will follow-up.

Introduction of Recently Hired Ayer Police Patrol Officers: Chief Brian Gill introduced the new Police Patrol Officers to the Board. Officer Jared Splaine, hired in October 2023 is the liaison to the Council of Aging; Officer Jacob Noll, hired in December 2023. Officer Noll is an Ayer Shirley High School graduate; Officer Jacqueline Stiles, hired in May 2024. Officer Stiles is originally from Ayer and familiar with the Town. The Board welcomed the new officers and wished them well.

Recognition of Retirement of Jeff Thomas, Parks and Recreation Director: R. Pontbriand reported that Jeff Thomas submitted this intent to retire in April from his position as Ayer Director of Parks. He has remained in his position to assist the Town with finding his replacement and the transition in the department. R. Pontbriand recognized Mr. Thomas' long-term service and dedication to the Town. J. Livingston recognized Mr. Thomas' passion for this work and his demonstration for great care for the Parks and Recreation properties and programs. S. Copeland stated Mr. Thomas demonstrated great leadership and led by example and thanked him for his time. S. Houde stated he has known Mr. Thomas for many years through coaching sports and scouts. He said Mr. Thomas always stepped up when needed. He always supported a scout needing assistance in an Eagle Project. S. Houde presented a certificate of acknowledgement and gift to Mr. Thomas.

Matt Hernon, DPW Town Engineer - Approval of Contract for Sandy Pond Road Complete Streets Improvement: M. Hernon communicated an update on Sandy Pond Road project. He stated the Town has received grant money for the project. The lowest bid was from PJ Keating Company, \$618,765. S. Copeland asked for clarification that this is the same Sandy Pond Road project discussed at Town Meeting. M. Hernon stated that it was.

Motion: A motion made by J. Livingston and seconded by S. Copeland to execute the contract for the Sandy Pond Road Complete Streets Improvement project in the amount of \$618,765 with PJ Keating Company for signature by the board. **Motion passed 3-0.**

Approval of Contract for Willow Road Water Main Replacement and Interconnections - M. Hernon reported that MassDOT is working at the intersection at the end of Willow Road, a location that has had issues with water main pipes. It has been determined the best course to resolve the water pipe issues/breakage is to replace the pipes at a cost of \$210,000. The DPW believes it is in the best interest in the Town to have these pipes replace with the current MassDOT work. S. Houde asked if there was a target date for the completion of the work. M. Hernon stated this work was delayed but is hopeful the project will be completed at the end of this construction year.

Motion: A motion made by S. Copeland and seconded by J. Livingston that the Board approve and execute the extra work authorization related to the Non-Participating Agreement with MassDOT at the cost of \$210,000 for the Willow Road Water Main Replacement and Interconnections for signature by the Chair. **Motion passed 3-0.**

Execution of Easement Agreement for Jonathan Drive Cross-Country Water Main - M. Hernon stated the DPW's Master Plan included adding a short pipe to connect Pleasant Street and Jonathan Drive. This short pipe will increase the water quality and water pressure north of this area. DPW needs to acquire four easements for the work. This is the last one, it is DCR property. This easement is needed to have the project go out for bid.

Motion: A motion made by J. Livingston and seconded by S. Copeland for the board to execute the easement Grant of Easement and MEPA Agreement with the Commonwealth of Massachusetts. **Motion passed 3-0.**

Town Manager's Report - Administrative Update/Review of Warrants: R. Pontbriand communicated that since the last Select Board Meeting, he signed Payroll Warrants on April 16, 2024, and May 1, 2024, and Account Payable Warrant on May 1, 2024.

Annual Town Meeting Update - R. Pontbriand stated the Town had a successful Annual Town Meeting and wanted to thank the boards, committees, town departments, Town Moderator and Town residents for its success. All 31 Articles passed including the FY25 budget. S. Houde remarked on the budget passing without question or debate, stating that is it a testament to the upfront work in advance of Town

Meeting and available information and many forms of communication to the residents available on the budget. He thanked Robert and all involved in the work up to and continuing with Town Meeting.

R. Pontbriand stated that purchase of 71 Sandy Pond needs closed in 60 days. Town Counsel is working on the closing materials, and everything is on track. The board's signature will be required for the purchase. He stated the DPW is working on a timeline for the sewer connection with the Town of Littleton. The DPW will be present to the board the timeline at the next meeting. The Town Clerk has submitted all documents/paperwork to the State required from Town Meeting.

R. Pontbriand said the Senior Center Site Selection Building Committee has been meeting and is working on the goal of identifying a site for a senior center. The Chair has communicated a request to attend an upcoming meeting to update the board on the committee's work. R. Pontbriand said the Regional Dispatch Agreement will be ready to review and sign at the May 21, 2024, meeting.

Update on Potential Reserve Fund Transfer for Town Counsel/Legal Services - The Town budgeted \$75,000 for the FY24 Town Counsel/Legal Services Budget. This budget was on target but there is an unforeseen property enforcement matter that requires the use of legal services. He is anticipating a Reserve Fund Transfer in the estimated amount of \$30,000 for the Town Counsel/Legal Services Budget. The plan is to present the Reserve Fund Transfer to the Select Board on May 21, 2024 and then to present it to the Finance Committee. R. Pontbriand continued saying the Town Account is monitoring the IT department account for a Reserve Fund Transfer because of additional costs due to security measures required to keep the Town safe from cyberattacks. Both Reserve Fund Transfers are well within the available funds from the reserve account.

Approval of Meeting Minutes:

Motion: Motion made by J. Livingston and seconded by S. Copeland to approve the meeting minutes of April 16, 2024. **Motion passed 3-0.**

New Business/Select Board Member Questions: None

Recognition of Scott Houde Service to Town Retirement: J. Livingston expressed her admiration for the work of Scott Houde on the Select Board and other boards and committees. She stated it was a pleasure to collaborate with him over the years. She continued saying she is impressed with what has been accomplished. S. Copeland stated it has been an honor to have had the opportunity to work with Scott Houde and thanked him for his welcoming support when joining the Select Board. He also is proud of the accomplishments and collaboration on the board. They both said Scott would be missed and wished him the best.

R. Pontbriand stated it was his honor and privilege to work with Scott Houde for the last 14 years. He commented that Scott's leadership and hard work is remarkable. His service and dedication to the Town with membership on many boards and committees such as the Finance Committee, Select Board, CPA, Personnel Board, Capital Planning and the Executive Bi-Board have had positive impacts. He continued, stating Scott's focus on the Town's finance policies and finances being transparent and public has had a measurable and strong positive impact. Scott's creation of the Executive Bi-Board has proved to be a great tool for communication for department heads, Select Board and Finance Committee, leading to working in a collaborative manner. R. Pontbriand presented Scott Houde with a plaque and gift card recognizing his years of service.

Scott Houde expressed his gratitude and sincere thanks. He thanked Carly Antonellis, Assistant Town Administrator and Robert Pontbriand for their leadership and hard work for the Town, stating it has been a pleasure to collaborate with them and how valuable they are to the Town. He continued thanking his co-board members, all Town volunteers, for their valuable service, recognizing that there are many

who contribute to the Town. He said he started volunteering because he wanted to service the Town, he and his family call home and it has been a pleasure.

Adjournment:

Motion: A motion was made by J. Livingston and seconded by S. Copeland to adjourn at 6:48PM. **Motion passed 3-0.**

Minutes Recorded and Submitted by Maureen Adema, Admin. Asst. to Town Manager and Select Board

Date Minutes Approved by SB: _____

Signature Indicating Approval: _____

DRAFT