

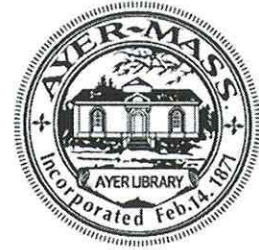
RECEIVED
MAY 03 2024

10:00am

TOWN OF AYER
TOWN CLERK

Scopland

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



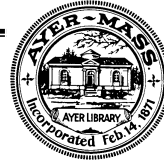
Tuesday May 7, 2024
Open Session Meeting Agenda

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** **Introduction of Recently Hired Ayer Police Patrol Officers**
- 6:10 PM** **Recognition of Retirement of Jeff Thomas, Parks and Recreation Director**
- 6:20 PM** **Dan Van Schalkwyk, DPW Director**
1. Approval of Contract for Sandy Pond Road Complete Streets Improvements
 2. Approval of Contract for Willow Road Water Main Replacement and Interconnections
 3. Execution of Easement Agreement for Jonathan Drive Cross-Country Water Main
- 6:30 PM** **Town Manager's Report**
1. Administrative Update/Review of Warrants
 2. Annual Town Meeting Update
 3. Update on Potential Reserve Fund Transfer for Town Counsel/Legal Services
- 6:35 PM** **New Business/Select Board Member Questions**
- 6:40 PM** **Approval of Meeting Minutes**
April 16, 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 May 21, 2024 at 6:00 PM, both in-person and via Zoom.



Dan Van Schalkwyk, P.E., Director
Kimberly Abraham, Water and Sewer Superintendent
Matt Hernon, 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 2, 2024
To: Select Board
From: Dan Van Schalkwyk, P.E., DPW Director
Matt Hernon, P.E., Town Engineer
Subject: **Agenda Items for May 7, 2024, Select Board Meeting**

1. Approval of Contract for Sandy Pond Road Complete Streets Improvements

Attached is a contract for execution of roadway improvements on Sandy Pond Road, in the limits of Snake Hill Road to Patriot Way. The project includes installation of new sidewalk, curbing, intersection geometry, signage, roadway pavement, and pavement markings. A \$500,000 grant was previously awarded to the Town for the construction of this project. DPW Engineering designed, permitted, and bid this project.

A total of 5 (five) bids were opened on April 19th. The bids ranged from \$618,765.00 to \$947,173.70. The Town Engineer's opinion of probable construction cost was \$746,660.00. The low bidder is PJ Keating of Lunenburg, MA. I recommend executing the contract with PJ Keating in the amount of \$618,765.00.

Requested Motion – Vote to execute the contract for the Sandy Pond Road Complete Streets Improvements project in the amount of \$618,765.00 (for signature by the Board).

2. Approval of Contract for Willow Road Water Main Replacement and Interconnection Improvement

In the past two years, the Town has completed several repairs to the water main and service lines on Willow Road south of Bennetts Brook. Currently, MassDOT is reconstructing the intersection of Willow Road which includes repaving to the Bennetts Brook culvert. This section of water main and services especially require repairs. There appears to be corrosive conditions in the subsurface causing the failures and repairs. Furthermore, the Town has an informal water interconnection with Littleton, essentially a water main connected by valves.

The Town currently has a Non-Participating Agreement with MassDOT for its Willow Road intersection project, the Town is providing a stormwater treatment unit for drainage upgrades on Town owned Willow Road. The DPW negotiated with MassDOT and its Contractor to provide a change order to replace the water main in this area and improve the interconnection (meter pit, hydrants, proper valving). The work would be added to the project as part of the Town's Non-Participation Agreement with MassDOT, and work completed by MassDOT's contractor Tropeano. The work is a price of \$210,000, the scope and change are summarized in the attached MassDOT Form 683, Interoffice Memorandum Related to Extra Work Order #4, and Contractor Quote, and requires Select Board Authorization.

Recommended Vote – We recommend the Select Board vote to execute the attached Extra Work Authorization related to the Non-Participating Agreement with MassDOT for \$210,000 for signature by the Chair.

3. Execution of Easement Agreement across DCR Rail Trail for Jonathan Drive Cross-Country Water Main

Attached is a Grant of Easement and a MEPA Agreement to allow the Town to install and maintain a cross-country water main across DCR Rail Trail 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 Agreements with the Commonwealth (DCR and Division of Capital Asset Management and Maintenance (DCAMM)). This is the final easement required to construct the project.

I recommend the Board execute the Grant of Easement and MEPA Agreement with the Commonwealth of Massachusetts.

Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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

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

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

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

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

7.01 Not Applicable

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 5, inclusive).
 - 2. Performance bond and Payment bond
 - 3. General Conditions
 - 4. Supplementary Conditions
 - 5. Specifications as listed in the table of contents of the Project Manual.
 - 6. Drawings consisting of 20 sheets with each sheet bearing the following general title: Sandy Pond Road Complete Streets Improvements.
 - 7. Addenda (numbers 1 to 2, inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - c. _____.
 - 9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

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

This Agreement is dated _____.

OWNER:

Select Board
Town of Ayer
Ayer, Massachusetts

By: _____

Title: Chair

By: _____

Title: Member

By: _____

Title: Member

CONTRACTOR

PJ Keating Company

By: 

Andy Brewer - Assistant Secretary

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]


Approved: _____

Title: Treasurer

Attest: _____

Title: Clerk

Address for giving notices:

Attest: 

Title: Giana-Carla Arianegbe - HR Manager

Address for giving notices:

998 Reservoir Rd Lunenburg, MA 01462

Agent for service of process:

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

SECTION 00300

FORM FOR GENERAL BID

Ayer Department of Public Works
Ayer, Massachusetts
Sandy Pond Road Complete Streets Improvements

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

By (Contractor Name): PJ Keating Company
(Address for Giving Notice): 998 Reservoir Rd Lunenburg, MA 01462

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

B. This bid includes addenda

Number	<u>1</u>	<u>2</u>	_____	_____	_____
Dated	<u>3/29/24</u>	<u>4/1/24</u>	_____	_____	_____

C. BASE BID -The proposed contract price for the **Base Bid** (Items 102.12 - 997.1 complete) is

Six hundred eighteen thousand seven hundred sixty five dollars and zero cents

_____ dollars (\$ 618,765.00).
(in Words) (in Figures)

FORM FOR GENERAL BID

24DPW09 - SANDY POND ROAD COMPLETE STREETS IMPROVEMENTS

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
102.12	5	TREE TRIMMING Four hundred _____ DOLLARS AND zero _____ CENTS EACH	400	00	2,000	00
102.5	25	TREE PROTECTION One hundred seventy _____ DOLLARS AND zero _____ CENTS EACH	170	00	4,250	00
103	1	TREE REMOVED DIAMETER UNDER 24 INCHES Three thousand _____ DOLLARS AND zero _____ CENTS EACH	3,000	00	3,000	00
120.1	670	UNCLASSIFIED EXCAVATION Three _____ DOLLARS AND zero _____ CENTS PER CUBIC YARD	3	00	2,010	00
141.1	2	TEST PIT FOR EXPLORATION Seven hundred _____ DOLLARS AND zero _____ CENTS PER CUBIC YARD	700	00	1,400	00
151	570	GRAVEL BORROW Fifty _____ DOLLARS AND zero _____ CENTS PER CUBIC YARD	50	00	28,500	00

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
202	1	MANHOLE Seven thousand _____ DOLLARS AND zero _____ CENTS EACH	7,000	00	7,000	00
204	3	GUTTER INLET Five thousand five hundred _____ DOLLARS AND zero _____ CENTS EACH	5,500	00	16,500	00
205	2	LEACHING BASIN Seven thousand _____ DOLLARS AND zero _____ CENTS EACH	7,000	00	14,000	00
222.3	6	DRAIN STRUCTURE FRAME & GRATE (OR COVER) One thousand three hundred _____ _____ DOLLARS AND zero _____ CENTS EACH	1,300	00	7,800	00
238.08	14	8 INCH DUCTILE IRON PIPE Two hundred twenty _____ DOLLARS AND zero _____ CENTS PER LINEAR FOOT	220	00	3,080	00
252.12	18	12 INCH CORRUGATED PLASTIC PIPE One hundred fifty _____ DOLLARS AND zero _____ CENTS PER LINEAR FOOT	150	00	2,700	00
358	5	GATE BOX ADJUSTED Three hundred fifty _____ DOLLARS AND zero _____ CENTS EACH	350	00	1,750	00

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
376.2	1	HYDRANT – REMOVED AND RESET Eight thousand _____ DOLLARS AND zero _____ CENTS EACH	8,000	00	8,000	00
381.3	10	SERVICE BOX ADJUSTED Two hundred twenty _____ DOLLARS AND zero _____ CENTS EACH	220	00	2,200	00
415.1	8,800	PAVEMENT STANDARD MILLING Four _____ DOLLARS AND zero _____ CENTS PER SQUARE YARD	4	00	35,200	00
450.22	950	SUPERPAVE SURFACE COURSE – 9.5 (SSC – 9.5) One hundred twenty five _____ DOLLARS AND zero _____ CENTS PER TON	125	00	118,750	00
450.32	95	SUPERPAVE SURFACE COURSE – 19.0 (SSC – 19.0) Six hundred _____ DOLLARS AND zero _____ CENTS PER TON	600	00	57,000	00
452	830	ASPHALT EMULSION FOR TACK COAT One _____ DOLLARS AND zero _____ CENTS PER GALLON	1	00	830	00
453	575	HMA JOINT ADHESIVE Two _____ DOLLARS AND zero _____ CENTS PER LINEAR FOOT	2	00	1,150	00

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
470	500	HOT MIX ASPHALT BERM Thirteen _____ DOLLARS AND zero _____ CENTS PER LINEAR FOOT	13	00	6,500	00
472	50	TEMPORARY ASPHALT PATCHING Three hundred seventy five DOLLARS AND zero _____ CENTS PER TON	375	00	18,750	00
482.3	2,650	SAWCUTTING ASPHALT PAVEMENT One _____ DOLLARS AND zero _____ CENTS PER LINEAR FOOT	1	00	2,650	00
487	63	RESIN CROSSWALKS Four hundred _____ DOLLARS AND zero _____ CENTS PER SQUARE YARD	400	00	25,200	00
506	170	GRANITE CURB TYPE VB One hundred _____ DOLLARS AND zero _____ CENTS PER LINEAR FOOT	100	00	17,000	00
570.2	2,260	HMA CURB – TYPE 3 Seven _____ DOLLARS AND zero _____ CENTS PER LINEAR FOOT	7	00	15,820	00
697.1	3	SILT SACK Two hundred _____ DOLLARS AND zero _____ CENTS EACH	200	00	600	00

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
701.2	70	CEMENT CONCRETE PEDESTRIAN CURB RAMP Three hundred _____ DOLLARS AND zero _____ CENTS PER SQUARE YARD	300	00	21,000	00
702	265	HOT MIX ASPHALT SIDEWALK OR DRIVEWAY Three hundred seventy five DOLLARS AND zero _____ CENTS PER TON	375	00	99,375	00
715.1	7	MAILBOX REMOVED AND RESET Two hundred twenty _____ DOLLARS AND zero _____ CENTS EACH	220	00	1,540	00
751.1	160	LOAM FOR LAWNS Eighty _____ DOLLARS AND zero _____ CENTS PER CUBIC YARD	80	00	12,800	00
765	1,450	SEEDING Three _____ DOLLARS AND fifty _____ CENTS PER SQUARE YARD	3	50	5,075	00
767.121	620	SEDIMENT CONTROL BARRIER Seven _____ DOLLARS AND zero _____ CENTS PER LINEAR FOOT	7	00	4,340	00
824.221	1	RECTANGULAR RAPID FLASHING BEACON (SOLAR POWERED) Twenty two thousand _____ DOLLARS AND zero _____ CENTS LUMP SUM	22,000	00	22,000	00

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
832	130	WARNING – REGULATORY AND ROUTE MARKER – ALUMINUM PANEL (TYPE A) Fifteen _____ DOLLARS AND zero _____ CENTS PER SQUARE FOOT	15	00	1,950	00
847.1	20	SIGN SUP (N/GUIDE) + ROUTE MKR W/1 BREAKAWAY POST ASSEMBLY - STEEL Three hundred _____ DOLLARS AND zero _____ CENTS EACH	300	00	6,000	00
852	50	SAFETY SIGNING FOR TRAFFIC MANAGEMENT Fifteen _____ DOLLARS AND zero _____ CENTS PER SQUARE FOOT	15	00	750	00
864.04	245	PAVEMENT ARROWS & LEGENDS (REFLECTORIZED THERMOPLASTIC) Forty five _____ DOLLARS AND zero _____ CENTS PER SQUARE FOOT	45	00	11,025	00
866.106	4,560	6 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC) Two _____ DOLLARS AND zero _____ CENTS PER LINEAR FOOT	2	00	9,120	00
866.112	390	12 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC) Seven _____ DOLLARS AND zero _____ CENTS PER LINEAR FOOT	7	00	2,730	00
867.106	4,660	6 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC) Two _____ DOLLARS AND zero _____ CENTS PER CUBIC YARD	2	00	9,320	00

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
874.1	6	STREET SIGNS REMOVED AND RESET One hundred sixty _____ DOLLARS AND <u>zero</u> _____ CENTS EACH	160	00	960	00
874.2	4	TRAFFIC SIGNS REMOVED AND RESET One hundred sixty _____ DOLLARS AND <u>zero</u> _____ CENTS EACH	160	00	640	00
997.1	1	SPECIAL DRAINAGE STRUCTURE (HEADWALL) Six thousand five hundred DOLLARS AND <u>zero</u> _____ CENTS LUMP SUM	6,500	00	6,500	00

TOTAL BASE BID: \$618,765.00

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

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all, the Contract Documents as prepared by The Ayer Department of Public Works and dated March 2024 have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

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

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

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

The undersigned hereby agrees that the Contract Time shall commence twenty days following the Effective Date of the Agreement and that the Work will be substantially complete and completed and ready for final payment in accordance with paragraph the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. Work will be substantially complete within **120** calendar days after the date when the Contract Time commences to run provided in the General Conditions and completed and ready for final payment within **150** calendar days after the date when the Contract Time commences to run. The undersigned further understands that delays in completion of the Work will cause the OWNER to suffer damages and incur substantial costs, and will expose the OWNER to other substantial liabilities, and that if the selected Contractor shall neglect, fail or refuse to achieve Substantial Completion or final completion of the Work within the times specified above, as such times may be extended pursuant to the provisions of the Contract Documents, the OWNER will hold the selected Contractor strictly liable for all such damages and any other damages, costs, expenses or liabilities sustained or incurred by the OWNER arising out of such delays, as further provided in the Agreement, or for any delay in achieving any other milestones set forth in the Contract Documents in accordance with the terms of the Agreement. The undersigned accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time in the amount of \$500 per day after substantial completion time limits and \$500 per day after final completion time limits.

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

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

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

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

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

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

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

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

CERTIFICATIONS

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

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

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

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

05-0465460

Social Security Number or
Federal Identification Number

PJ Keating Company

Individual or Corporate Name
(Print or Type)

By: 

(Signature) Andy Brewer

RESPECTFULLY SUBMITTED on _____, 20__

An Individual

By (Individual's Name) _____

(SEAL)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By (Firm Name) _____

(SEAL)

(General Partner) _____

Business address: _____

Phone No.: _____

A Corporation

By (Corporation Name) PJ Keating Company _____ (Corporate Seal)

(State of Incorporation) Delaware _____

By (Name and Title of Person Authorized to Sign) Andy Brewer - Assistant Secretary _____

Attest (Secretary) *Andy Brewer* _____

Business address: 998 Reservoir Rd Lunenburg, MA 01462 _____

Phone No.: (978) 582-5200 _____

A Joint Venture

By (Name) _____ (SEAL)

(Address) _____

Phone No.: _____

By (Name) _____ (SEAL)

(Address) _____

Phone No.: _____

By (Name) _____ (SEAL)

(Address) _____

Phone No.: _____

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

SECTION 00302

CERTIFICATE OF AUTHORITY TO SIGN

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

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

A true copy,

ATTEST _____
Clerk

(Corporate Seal)

Please see corporate vote attached

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



CORPORATE VOTE

I, Derrick Hill hereby certify that I am the duly elected President of P. J. Keating Company.

I hereby certify the following is a true copy of a vote taken at a special meeting of the board of Directors of the corporation, duly called, and held on February 16th, 2024 at which a quorum of the board was present and voting.

VOTED:

DERRICK HILL President, **JOHN J. KEATING** Vice President/Assistant Secretary, **ROBERT W. BOBENHAUSEN** Chief Financial Officer/Secretary, **BEGUM SOLEN** Treasurer, **ANDY BREWER** Assistant Secretary, **DAVID C. LEWIS** Assistant Secretary, **DAVID M. TOOLAN** Assistant Secretary, **GARY P. HICKMAN** Assistant Secretary, **MICHAEL F. DEATON** Assistant Secretary, **WILLIAM P. JONES** Assistant Secretary, **GIANA-CARLA ARIANEGBE** HR Manager, **ROBERT ROBINSON** VP Aggregates, **WILLIAM DONOVAN** VP Commercial Sales, **PATRICIA LENCKI** VP Business Development, **ELIZABETH MULCAHY** Assistant Controller, of said corporation, are hereby duly authorized and empowered to execute all documents necessary for submittals and further authorizing said representatives to execute any documents which may in their judgment be desirable or necessary to effect the purpose of this vote.

4/19/24
Date



Derrick Hill
President

Incorporated in Delaware

NON-PARTICIPATING AGREEMENT EXTRA WORK AUTHORIZATION

Date of Issuance: _____ Effective Date: _____

Project: 608443	Owner: MassDOT	Owner's Contract No.: 120176
Contract: Intersection Improvement Ayer Road at Willow Road and Bruce Street		Date of Contract:
Contractor: J Tropeano Inc.		Engineer's Project No.:

You are directed to proceed promptly with the following change(s):

Description: Extra Work Order #4, Tropeano PCO-003-24DPW02, Willow Road Water Main Replacement and Interconnection Improvements

Purpose of Work Change Directive: Replace water main, services, improve interconnection

Attachments: (List documents supporting change): Tropeano PCO3-003-24DPW02, MassDOT Form 683, MassDOT Interoffice Memo for Extra Work Order #4

If the Owner or Contractor believe that the above change has affected the Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of Determining change in Contract Price:

- Unit Prices
- Lump Sum
- Cost of the Work

Estimated Increase in Contract Price:	Estimated [Increase] [Decrease] in Contract Times:
\$210,000.00 _____	Substantial Completion: _____ N/A _____ Days
	Final Completion: _____ N/A _____ Days

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u><i>[Signature]</i></u> _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: 05-02-2024 _____	Date: _____	Date: _____



J. Tropeano, Inc.
 185A South Main Street
 Newton, NH 03858

P: 978-689-2745
F: 978-683-2801

To: Town Of Ayer	Contact: Matt Herson, P.E.
Address: 25 Brook Street Ayer, MA 01432	Phone: 978-772-8240
Project Name: Ayer, MA - Willow Road Water Improvements	Fax:
Project Location: Willow Road, Ayer, MA	Bid Number: PCO-003-24DPW02
	Bid Date: 2/6/2024

J. Tropeano is pleased to provide this pricing to the Town of Ayer for potential inclusion into MassDOT Contract #120176.

Pricing is based upon the following documents emailed to J. Tropeano from the Town of Ayer on 7/27/23:

1. Willow Road Water Main Plans, Contract #24DPW02: 4 Page Plan Set Dated "January 2024"
2. Willow Road Estimated Quantities: 1 Page Sent January 2024
3. No other specifications were provided for this additional work.

Pricing is described below:

Item #	Item Description
1C	8-Inch Diameter Ductile Iron Water Mains (Polywrap Encased)
1D	6-Inch Diameter Ductile Iron Water Mains (Polywrap Encased)
2B	8-inch Diameter Gate Valves And Boxes
2C	6-inch Diameter Gate Valves And Boxes
3A	Install Hydrant Assembly
3B	Remove Existing Hydrant And Valve Box
4	1-inch Corporation Stops And Taps
5	1-inch Curb Stops And Curb Boxes
6	1-inch Copper Service Pipe
7	2-inch Corporation Stops And Curb Boxes
8	2-inch Curb Stops And Curb Boxes
9	2-inch Copper Service Pipe
10	Water Meter Manhole
12	Gravel Subbase
13	Trench Temporary Bituminous Pavement
14	Loam & Seed

Total Bid Price: \$210,000.00

Notes:

- **This pricing is being provided to the Town of Ayer for inclusion into MassDOT Contract #120176. Pricing is based upon utilizing the unit pricing already in place for the project for removal of temporary paved trench patching, placing dense grade, fine grading and paving permanent trench patch. Along with traffic control devices, police details and any unforeseen conditions such as rock removal and/or unsuitable material.**
- Unit Pricing includes third party monitoring, testing, removal and legal disposal of the existing AC Water Line as there was no separate line items for this work.
- **With acceptance of this pricing, J. Tropeano will require a time extension to complete MassDOT Contract #120176 due to the delay and disruption to our existing scope of work already under Contract.**
- The Water Meter Manhole is quoted as a 6' ID Manhole with a Flat-Top w/24" Round Offset Opening. Frame and Cover will be marked "Water". There will be no eccentric cone section.
- The steel pipe support in the manhole and the water meter have not been included in this pricing.
- **The Existing Meter Chamber noted by the Town of Ayer "To Be Replaced Per RFI-003 Under Current MassDOT Contract" has not been finalized with MassDOT as a Contract Addition and is not included in this pricing.**
- Plan Sheet 2/3 Existing Conditions Note #2 is excluded as it indicates that the "Contractor is to field verify locations, sizes and depths of existing utilities". If the Town would like pricing for J. Tropeano to perform test pits to field verify all of the existing utilities, we can provided pricing, however the above pricing does not include a separate investigation of the existing utilities.



Massachusetts Department Of Transportation Highway Division
Resident Engineer's Report of Changes
In Design, Specifications, or Preliminary Estimate Features

Contract #: 120176 **Project #:** 608443
Location: AYER -LITTLETON **Amendment #:** 5
Contractor: J TROPEANO INC **Federal Aid #:** HSI-0033(029)X;STP-0033(029)X
District Project Location: Intersection Improvements (Including Signals) Ayer Road (Route 2A/110) at Willow Road and Bruce Street
Cause of Change: Subsection 8.10 B5 - Delays Caused by Public Service Corporations, Municipal Departments or Other Third Parties

Describe fully by stations, offsets, depths or whatever is necessary to provide a complete record of what the change is from plan, specifications or what was anticipated. The changes could ultimately result in an **Extension of Time**.

Tropiano has requested an extension of contract time to complete the project due to conflicts with installing proposed drainage appurtenances and an additional water line added by the town. During drainage installation it was determined that there was a significant amount of ledge located within the proposed drainage line and it was within the footprint of an 8 eight inch high pressure gas line. This conflict needed to be resolved with utility NGRID and representatives from the town and an extra work order was issued to monitor the gas main during this work. Also , the town of Ayer has requested the contractor install a water main on Willow Rd resulting in this request for additional time.

Approval Stage	Approver Name	Review Date
District Area Engineer Approved	James Gallagher	04/01/2024
Resident Engineer Reviewed	Christopher Deloge	04/02/2024
District Assistant Section Head Approved	Jeffrey Gorczynski	04/04/2024
District Section Head Approved	Michael Hartnett	04/05/2024



THE COMMONWEALTH OF MASSACHUSETTS
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION
INTEROFFICE MEMORANDUM

TO: David A. Spicer
FROM: Barry Lorion, District Highway Director
Electronically Signed in ProjectInfo
DATE: March 21, 2024
SUBJECT: Extra Work Order #4, Amendment #4
Location: AYER - LITTLETON
Description: Intersection Improvements and Related Work (Including Signals) Ayer Road (Route 2A/110) at Willow Road and Bruce Street
Contract #: 120176
Project #: 608443
Federal Aid #: HSI-0033(029)X;STP-0033(029)X
Contractor Name: J TROPEANO INC
Designer Name: Green International Affiliates, Incorporated
Resident Engineer: Christopher Deloge
Area Engineer: James Gallagher

Extension of Time: 12/05/2024

Attached is Extra Work Order #4 for the subject Project in the amount of \$210,000.00. In accordance with S.O.P #CSD-25-12-1-000, the following information relative to this extra work is being submitted.

Original Funds Encumbered: \$3,556,633.76

Current Contract Value: \$3,481,713.97

WHAT is the extra work:

The purpose of this Extra Work Order is to provide a method to compensate the Contractor for the Installation of 12" ductile iron watermain on Willow Rd. The work also includes connection of existing water services within span as well as the installation of hydrants. The work will include incidental items for Test Pits, Class B Trench, Class B Rock, HMA For Patching, etc. as itemized in the approved Non-Participating Municipal Agreement which is attached.

WHY is the extra work required:

The Town of Ayer has requested this work to be performed as part of this Contract under a Non-Participating Municipal Agreement. This is an extension beyond the Water Quality Structure which was included in the original scope of the contract. The extended work is within the limits of the project and in roadway which is being reconstructed as part of this project. The Town had previously contemplated this work and wished to have it performed while the road is being constructed and before it is repaved.

HOW will the cost be paid: (LS or units? Firm price or estimate?) Describe:

The Contractor, Tropiano Inc. agrees to perform the work and The Town of Ayer agrees to pay for the work based on the unit prices included in the attached Non-Participating Municipal Agreement. The unit prices have been negotiated between Tropiano and the Town of Ayer. Quantities of work are estimated, and payment will be made on a \$ basis, based on actual measured quantities at the agreed upon unit prices. Estimated value of work is \$210,000.00

WHAT environmental impacts does the work have?

None

WHAT schedule impacts does the extra work have?

A TEA has been sent to the district scheduler for review.

WHAT efforts have been made to minimize the cost?

Costs have been reviewed and were agreed to by the Town of Ayer. Costs will be paid under Municipal Agreement by Town of Ayer.

HOW could this work have been anticipated before construction?

The Town should have requested to add this work into the contract during the design phase so a Town Agreement could have been set up ahead of the project being awarded

WHAT can be done to prevent this type of extra order in the future?

The Town should have requested to add this work into the contract during the design phase so a Town Agreement could have been set up ahead of the project being awarded

COMPLETION:

Additional time will be required for this work.

There is no more equitable or practical alternative to this work.

I hereby recommend approval of this Extra Work Order and certify to the best of my knowledge and belief that sufficient funds are or will be available to cover the cost of this and all previously authorized work under the contract. The amount of this extra work exceeds five percent of \$3,099,585.24, the contract bid price.

Jonathan Drive, Ayer MA

GRANT OF EASEMENT

As of _____

THE COMMONWEALTH OF MASSACHUSETTS (the "**Commonwealth**"), acting by and through its Division of Capital Asset Management and Maintenance ("**DCAMM**"), with an address of One Ashburton Place, Boston, MA 02108 ("**Grantor**"), on behalf of and in consultation with the Department of Conservation and Recreation ("**DCR**"), with an address 10 Park Plaza, Suite 6620 , Boston, MA 02116, acting *under the authority of Chapter 184 of the Acts of 2022* (the "**Act**"), a copy of which is attached hereto and incorporated herein as **EXHIBIT A**, hereby grants, to the **TOWN OF AYER**, having an address of 1 Main Street, Ayer, MA 01432 ("**Grantee**"), for consideration of Two Thousand and Five Hundred (\$2,500.00) dollars, on the terms and conditions set forth herein, without any representations, warranties or covenants of title or condition whatsoever, a nonexclusive easement (the "**Easement**") for the purposes of installing, constructing, repairing, reconstructing, operating, maintaining or improving subsurface water infrastructure, over certain land located in the Town of Ayer, Commonwealth of Massachusetts, as shown on the Plan (hereinafter defined) and as more particularly described in Section I below (the "**Easement Area**").

For good and valuable consideration as set forth above and the performance of the covenants, obligations and agreements binding on the parties set forth herein, the receipt and sufficiency of which are hereby acknowledged, for so long as the Easement Area is used for the purposes stated in Section II of this Grant of Easement and otherwise in accordance with the terms of the Act, *the parties agree as follows:*

I. PLAN REFERENCES

The Easement Area is identified on a plan of land entitled "Easement Plan of Land in Ayer, Mass." dated September 13, 2017, prepared by Goldsmith, Prest & Ringwall, Inc., recorded in the Middlesex South Registry of Deeds at Book 2017, Page 886.

The Easement Area is along a certain parcel of land owned by the Commonwealth, under the care and control of DCR, and currently held by DCR for conservation and recreation purposes containing 1,940± square feet.

II. PURPOSES, USES AND RESTRICTIONS

Consistent with the Act, the purpose of this Easement is for Grantee to install, construct, repair, reconstruct, operate, maintain or improve subsurface water infrastructure, and to enter upon and egress from the Easement Area for all the foregoing purposes (each, a “**Purpose**,” and collectively, the “**Purposes**”).

III. GRANTEE’S AFFIRMATIVE COVENANTS AND OBLIGATIONS

- A. Following any actions in furtherance of the Purposes in the Easement Area by Grantee, Grantee shall, in a reasonable time, remove all equipment and materials from the Easement Area and shall restore or repair, or cause to be restored or repaired, any damage or breakage caused in the Easement Area, including but not limited to restoring the Easement Area to grade and backfilling the Easement Area to original surface conditions.
- B. The Easement conveyed by this Grant of Easement shall not unreasonably interfere with Grantor’s use of its land.
- C. Grantee’s use of the easement shall not unreasonably interfere with the general public’s use of DCR property adjacent to the easement for recreation or conservation purposes authorized by DCR rules and regulations.
- D. Grantee shall be responsible, without limitation, for all costs and expenses incurred or required to be incurred by it, including, but not limited to, costs associated with any engineering or surveys or other necessary due diligence in connection with the Grantee’s use of the Easement granted under the Act.
- E. Grantee shall also be responsible, without limitation, for all costs and expenses incurred or required to be incurred by it, including, but not limited to, costs associated with the Grantee’s use of the Easement Area for the Purposes authorized by the Act.
- F. The Easement is conveyed subject to all other provisions, restrictions, limitations, terms and conditions of the Act and this Grant of Easement.
- G. Grantee’s compliance with the provisions, restrictions, limitations, and terms and conditions set forth in the Act and under this Grant of Easement shall be in accordance with applicable laws and regulations, as some may change from time to time.
- H. Grantee shall obtain a DCR Construction and Access Permit (“CAP”) prior to the commencement of any work, including new construction, installation, renovation, rehabilitation, improvements, modifications, build outs or demolition. Grantee shall use seasonally appropriate vehicles and equipment to minimize impact to environmental elements including, but not limited to soil, snow cover, ground cover and trees.

IV. REVERTER

- A. Notwithstanding any other general or special law to the contrary, if the Easement Area ceases to be used for the Purposes or is used for any purpose other than the Purposes described herein, Grantor shall give written notice to Grantee and DCR of the cessation of use or unauthorized use, in accordance with Section VI below (“Notice”).
- B. Grantee shall, upon receipt of Notice, have thirty (30) days to respond (the “Response Period”) and a reasonable time (the “Cure Period”), to establish an authorized use of the Easement Area (consistent with the Purposes).
- C. If Grantee does not respond within the Response Period or, if following Grantee’s response to the Notice, Grantor believes that Grantee has not established an authorized use of the Easement Area (consistent with the Purposes) within a reasonable time during the Cure Period, Grantor shall give written notice to Grantee of its intention to record a “Notice of Reversion and Termination of Easements” (the “Second Notice”).
- D. If Grantee has not commenced and diligently proceeded to completion of the establishment of an authorized use within thirty (30) days following the Second Notice, Grantor shall have the right to record a “Notice of Reversion and Termination of Easements,” and any other documents evidencing said Reverter with the Registry, whereupon all right, title and interest of Grantee in the Easement Area(s) subject to the Reverter shall terminate and the Easement Area subject to the Reverter shall revert to Grantor and be assigned to the care, custody and control of DCR, unencumbered by the rights granted under this Grant of Easement or the Act.
- E. The recording of the Notice of Reversion and Termination of Easements by Grantor (following the expiration of any applicable appeals by Grantee, if any), shall be conclusive evidence of the completion of Reverter and Termination of Easements and title in the Grantor, without any further action necessary on the part of the Grantor.
- F. Within sixty (60) days of the date of the recording of the Notice of Reversion and Termination of Easements, Grantee shall notify Grantor if it elects to remove its equipment, fixtures, and personal property from the Easement Area(s), and if Grantee does make such election, Grantee, at its sole cost and expense, shall remove all of its equipment, fixtures and personal property from the Easement Area and repair and restore the Easement Area to substantially the same condition at the time of this original Grant of Easement if practicable. Any equipment, fixtures and/or personal property, if any, remaining after that date shall be deemed abandoned by the Grantee, and the Grantor shall be deemed the owner and may hold or dispose of same in any matter that Grantor deems necessary, at the sole expense of the Grantee.

- G. Any of the dates and time periods for performance by Grantee set forth above may be extended by written consent of Grantor, upon written request of the Grantee, which request shall contain the extended date and the reasons therefore.

V. SELF-HELP PROVISIONS

- A. Should Grantee's installation, construction, repair, reconstruction, operation, maintenance or improvement of the subsurface water infrastructure system cause unreasonable interference with Grantor's use of the Easement Area and Grantee fails to remove, repair, or otherwise correct the unreasonable interference within thirty (30) days of receipt of Notice, Grantor shall be entitled (but not obligated) to undertake in whole or in part any responsibilities of the Grantee required to restore the Easement Area to its original condition at the sole cost of Grantee.

VI. NOTICE PROVISION

- A. Unless otherwise expressly permitted hereunder, all notices or other communications required or permitted to be given under the Grant of Easement shall be in writing, signed by a duly authorized representative of the party giving the notice, and shall be given by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery or by courier or reputable overnight delivery service (with written receipt).
- B. Such notices shall be sent or addressed to the addresses as shown in Section VII.
- C. At any time and from time to time, by written notice given hereunder by any method as aforesaid, the parties to this Grant of Easement may designate a different address to which that party's respective notices shall be sent.

VII. ENVIRONMENTAL RELEASE AND INDEMNIFICATION COVENANT

Effective as of the date of the Release Deed and to the extent allowed by applicable law, Grantee for itself and for its present and future interest holders, owners, beneficiaries, officers, partners, directors, members, managers, agents, contractors, consultants, employees, representatives, invitees, heirs, successors and assigns, and for their respective heirs, successors and assigns, including without limitation each present and future Grantee, ground lessee, and tenant of all or any portion or interest in the Property (hereinafter collectively referred to as the "Releasing Parties"), hereby remises, releases and forever discharges DCAMM and the Commonwealth and their respective employees, officers, directors, agents, representatives, consultants, contractors and successors and assigns on account of its ownership or operation of the Property or any abutting property ("Released Parties") of, to, and from all Claims (as hereinafter defined) that the Releasing Parties, or any of them, have or may have, to the extent such claims arise out of, are connected with, or in any way relate to the use, storage, generation, handling, treatment, disposal or release of any Hazardous Materials (as hereinafter defined) that

have (i) previously existed or then exist on or at the Property; (ii) been released from the Property to any abutting property; or (iii) migrated onto the Property from any abutting property (the "Released Claims"). Without limiting the generality of the foregoing release and as further clarification of the above, Grantee, for itself and for each of the Releasing Parties, acknowledges and agrees that the Released Claims include any and all Claims that the Releasing Parties, or any of them, may have against the Released Parties or any of them with respect to any future migration or threatened migration of Hazardous Materials onto, under, within or from the Property and any abutting property. Each Releasing Party also agrees that such Releasing Party will not institute any action, suit, or proceeding, and will not implead, join, seek contribution or indemnification from, or otherwise involve any Released Party in any action, suit, or proceeding which has been or could be brought by or against any of the Releasing Parties to the extent the same relates to or arises out of any Released Claim.

The Grantee further agrees, at its sole cost and expense, to the extent permitted by law, to defend, hold harmless and indemnify DCAMM and the Commonwealth and each of the Released Parties from and against any and all Claims and Costs (as hereinafter defined) relating to the Released Claims and any other use, storage, generation, handling, treatment, disposal or release of any Hazardous Materials at or from the Property arising (a) as a result of Grantee's due diligence investigations on the Property; (b) during Grantee's ownership of the Property; (c) as a result of any enforcement action or other Claim seeking or requiring removal, clean up or other mitigation of Hazardous Materials at and from the Property that is brought by any governmental authority with jurisdiction over such action or claim; and (d) from any failure of Grantee, or any party claiming by, through or under Grantee, to comply with all Legal Requirements in connection with Grantee's use, operation or ownership of the Property.

As used herein, the term "Claims" means all demands, actions, causes of action, suits, proceedings, covenants, contracts, agreements, damages, claims, counterclaims, third-party claims, cross-claims, contributions claims, indemnity claims, executions, judgments, losses, penalties, obligations, and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection. The term "Costs" shall include without limitation any and all fees, costs, disbursements and expenses (including but not limited to reasonable attorneys' and reasonable experts' fees, disbursements, and expenses) that may be imposed upon, incurred by, or asserted or awarded against the Released Parties in connection with any Released Claims.

As used herein, the term "Hazardous Materials" means and includes any and all material(s) or substance(s) defined or treated in any federal, state, or local law, statute, regulation, ordinance, order, by-law, code, or requirement, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq., as amended ("CERCLA") (and its implementing regulations), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq., as amended ("RCRA") (and its implementing regulations), the Massachusetts Oil and Hazardous Material Release

Prevention and Response Act, M.G.L. c. 21E (and its implementing regulations), and the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C (and its implementing regulations), as posing potential risk to persons, property, public health, safety, or welfare or the environment or dangerous, toxic or hazardous, including without limitation any and all pollutants, contaminants, chemicals, wastes, lead paint, urea formaldehyde, polychlorinated biphenyls, asbestos, radioactive materials, explosives, carcinogens, oil, petroleum, petroleum products and any and all other wastes, materials, and substances which could lead to any liability, costs, damages, and/or penalties under any Legal Requirements (as hereinafter defined). The term "Legal Requirements" shall mean all past, present or future federal, state or local laws, rules, codes or regulations, or any judicial or administrative interpretation thereof, including, without limitation, all orders, decrees, judgments and rulings imposed through any public or private enforcement proceedings, relating to Hazardous Materials or the existence, use, discharge, release, containment, transportation or disposal thereof.

The foregoing release and indemnification shall be recited in all subsequent deeds, leases, easements, mortgages and any other instrument evidencing a transfer of an interest in the Property. The foregoing release and indemnification shall run with the Property, inure to the benefit of DCAMM and the Commonwealth of Massachusetts, and shall bind all future purchasers, grantees, lessees, mortgagees and any other person holding an interest in the Property, and the successor and assigns of any of them. Grantee acknowledges and agrees for itself and for all subsequent holders of an interest in the Property, and the successors and assigns of any of them, that the receipt of the foregoing release and indemnification was a material inducement for the transfer of the Property by DCAMM and the Commonwealth of Massachusetts. Said transfer to the Grantee was part of the Commonwealth of Massachusetts plan for the orderly redevelopment of the Property for productive use, and as such, the foregoing release and indemnification shall be deemed to touch and concern the land. By acceptance of a deed, lease, easement, mortgage or other instrument evidencing a transfer of an interest in the Property, Grantee and every subsequent holder of an interest in the Property shall be deemed to have accepted the provisions of the foregoing release and indemnification.

The parties agree that this covenant shall survive delivery of the Release Deed and shall touch and concern the land and run with the Property.

VIII. GENERAL

- A. Grantee covenants and agrees that the easement in the Easement Area is granted in “**as is**” condition, without any representations or warranties by Grantor, expressed or implied, of any kind or nature whatsoever, as to the condition of the Easement Area, and releases Grantor and its officials, agents, representatives, employees, consultants, successors, divisions and assigns with respect to any claims, liabilities, demands, damages, obligations, losses, penalties, litigation, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or nature whatsoever arising

directly or indirectly out of the condition of the Easement Area, whether known or unknown, at the time of the Grant of the Easement in the Easement Area.

- B. The Purposes and restrictions contained in this Grant of Easement shall continue to be enforceable in perpetuity under Massachusetts General Laws, Chapter 184, Section 32.
- C. The Grantee shall be solely responsible for compliance with all applicable laws, rules and regulations, if any, including, without limitation, construction, environmental, historical, accessibility, procurement, prevailing wage and non-discrimination laws in exercising its rights and obligations under the easement.
- D. Except in cases of emergency, all notices to Grantor or Grantee hereunder shall be in writing, signed by a duly authorized representative of the party giving the notice and shall be given by (i) hand delivery (including courier, Federal Express or other delivery service requiring a signature), (ii) mailed by United States Certified Mail, postage prepaid, return receipt requested, or (iii) email with a confirmation copy send by one of the three prior methods, in each case, to the addresses set forth below:

Grantor: Commonwealth of Massachusetts
By its Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor
Boston, MA 02108
ATTN: General Counsel

With a copy to:

Department of Conservation and Recreation
State Transportation Building
10 Park Plaza, Suite 6620
Boston, MA 02116
ATTN: General Counsel

Grantee: Town of Ayer
1 Main Street
Ayer, MA 01432
ATTN: Town Manager

With a copy to:

KP Law, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110
ATTN: Mark R. Reich, Esq.

- E. Requests for DCR permits for non-emergency and emergency maintenance should be directed to:

Department of Conservation and Recreation
Attn: Director of Construction and Access Permits
State Transportation Building, 10 Park Plaza
Suite 6620, Boston, MA 02116
Phone: 617-626-1340

List of Exhibits:

Exhibit A - Chapter 184 of the Act of 2022

IN WITNESS WHEREOF, the Commonwealth of Massachusetts, acting by and through its Division of Capital Asset Management and Maintenance, has executed this Grant of Easement as a sealed instrument on this _____ day of _____, 2024.

COMMONWEALTH OF MASSACHUSETTS
Acting through its Division of
Capital Asset Management and Maintenance

By: _____
Adam Baacke, Commissioner

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this _____ day of _____, 2024, before me, the undersigned notary public, Adam Baacke, personally appeared, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Commissioner of the Division of Capital Asset Management and Maintenance, an executive agency of the Commonwealth of Massachusetts, as the voluntary act of said Commonwealth.

(Official signature and seal of notary public)

Notary Public: _____

Print Name: _____

My commission expires: _____

Acceptance of this Grant of Easement

By acceptance of this Grant of Easement, Town of Ayer acknowledges, accepts, agrees, and consents to all of the terms, covenants, conditions, easements, reservations, and restrictions contained, or referred to, in this Grant of Easement.

**Town of Ayer,
By Its Select Board**

Scott A. Houde, Chair

Jannice L. Livingston, Vice Chair

Shaun C. Copeland, Clerk

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2024, before me, the undersigned notary public, there personally appeared _____, member of the Town of Ayer Select Board, as aforesaid, who proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he/they signed it voluntarily for its stated purpose on behalf of the town of Ayer.

(Official signature and seal of notary public)

Notary Public: _____

Print Name: _____

My commission expires: _____

Exhibit A

Copy

Acts (2022)

Chapter 184

AN ACT AUTHORIZING THE TOWN OF AYER SELECT BOARD TO ACQUIRE A WATER LINE EASEMENT ON LAND OF THE DEPARTMENT OF CONSERVATION AND RECREATION

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to provide forthwith for the authority of the town of Ayer select board to acquire a water line easement on land of the department of conservation and recreation, which easement is necessary to provide water to the residents of Ayer, 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) Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the General Laws or any other general or special law to the contrary, the commissioner of capital asset management and maintenance, in consultation with the commissioner of conservation and recreation, may convey a subsurface easement to the town of Ayer on a parcel of land containing approximately 1,940 square feet described in an order of taking recorded with the Middlesex south registry of deeds in book 18528 and page 64, currently under the care and control of the department of conservation and recreation and held for conservation and recreation purposes. The easement area is shown as “20’ Wide Water Easement” on a plan of land entitled “Easement Plan of Land in Ayer, Mass.” dated September 13, 2017, prepared by Goldsmith, Prest & Ringwall, Inc., recorded in the Middlesex south registry of deeds in book 2017, page 886.

(b) The easement shall be used only for the purposes of installing, constructing, repairing, reconstructing, operating, maintaining or improving subsurface water infrastructure, subject to the requirements of sections 2 through 4, inclusive, and to such additional terms and conditions consistent with this act as the commissioner of capital asset management and maintenance, in consultation with the commissioner of conservation and recreation, may prescribe. Prior to making the conveyance authorized in subsection (a), the commissioner of capital asset management and maintenance may make minor modifications to the area and plan in order to carry out this act.

SECTION 2. The town of Ayer shall compensate the commonwealth for the easement described in section 1 through any 1 or a combination of the following: (i) the transfer of land or an interest in land to the commissioner of conservation and recreation, with a value equal to or greater than the full and fair market value of the easement, or the value of the easement in use as proposed, whichever is greater, as determined by independent appraisal; or (ii) a sum of money equal to the full and fair market value of the easement or the value of the easement in use as proposed, whichever is greater, as determined by independent appraisal. The commonwealth shall not be obligated to pay any consideration to the town if the appraised value of any parcels or interests conveyed under this section exceeds the value of the easement described in section 1.

SECTION 3. The value of the easement described in section 1 and the value of any property interests to be conveyed to the commonwealth pursuant to section 2 shall be determined by an independent appraisal prepared in accordance with the usual and customary professional appraisal practice by a qualified appraiser commissioned by the commissioner of capital asset management and maintenance, in consultation with the commissioner of conservation and recreation. The commissioner of capital asset management and maintenance shall submit the appraisal to the inspector general for review and comment. The inspector general shall review and approve the appraisal and the review shall include an examination of the methodology utilized for the appraisal. The inspector general shall prepare a report of such review and file the report with the commissioner of capital asset management and maintenance for submission by the commissioner to the house and

senate committees on ways and means and the joint committee on state administration and regulatory oversight. The commissioner shall submit copies of the appraisal and the inspector general's report to the house and senate committees on ways and means and the joint committee on state administration and regulatory oversight not less than 15 days before the execution of the instrument effecting the grant of the easement described in section 1. Any funds shall be deposited in the Conservation Trust established in section 1 of chapter 132A of the General Laws, and shall be expended by the commissioner of conservation and recreation, in the commissioner's discretion, towards acquiring lands or interests in land to be permanently held and managed for conservation and recreation purposes by the department of conservation and recreation.

SECTION 4. The town of Ayer shall assume any and all costs associated with engineering, surveys, appraisals, deed preparation and other expenses deemed necessary by the commissioner of capital asset management and maintenance for the purpose of conveying the easement to the town of Ayer authorized by this act.

Approved, August 11, 2022.

MEPA AGREEMENT

Dated: _____

The undersigned in partial consideration of and as a condition to the grant of easement over Commonwealth land and improvements, if any, in the town of Ayer (the "Land") acknowledges and agrees that if there is any work or activity proposed on the Land which meets or exceeds a review threshold under the Massachusetts Environmental Policy Act ("MEPA") regulations at 301 C.M.R. 11.00 et. seq. ("MEPA Regulations") then prior to "Commencement of Construction" as defined under the MEPA Regulations, the undersigned shall file or cause to be filed with the MEPA Office at the Executive Office of Environmental Affairs, all such documents as are required by the MEPA Regulations in connection with such work or activities and shall complete the MEPA process. In any such filing, the fact that the interest in Land was acquired from the Commonwealth within five (5) years of the grant of easement shall be disclosed. The undersigned also acknowledges that the MEPA Regulations provide that the scope of review of a project undertaken on land or an interest in land acquired from the Commonwealth extends to all aspects of the project undertaken on such land that are likely, directly or indirectly, to cause Damage to the Environment, as more specifically provided in the MEPA Regulations. The undersigned also agrees to provide to the Division of Capital Asset Management and Maintenance evidence of satisfaction of these MEPA requirements with respect to any work or activity at the Land occurring within five (5) years after the execution and delivery of the grant of easement. In the event MEPA review of the project requires preparation of an EIR, the undersigned agrees that Proposed Section 61 Findings for DCAMM will be prepared in accordance with 301 CMR 11.07(6)(K).

This agreement survives the delivery of the executed grant of easement and binds the undersigned and its successors and assigns.

Executed under seal.

Town of Ayer, By Its Select Board

Scott A. Houde, Chair

Jannice L. Livingston, Vice Chair

Shaun C. Copeland, Clerk

Received by:

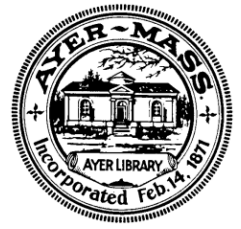
Commonwealth Of Massachusetts Acting By And Through Its Division Of Capital Asset Management And Maintenance

By: _____

Name: Adam Baacke

Title: Commissioner of Capital Asset Management and Maintenance

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 3, 2024

TO: Ayer Select Board

FROM: Robert A. Pontbriand
Town Manager

SUBJECT: Town Manager's Report for the May 7, 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 7, 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 Town Warrants:

- At the meeting I will provide a brief Administrative Update on the various activities, initiatives, and projects of the Town since the Select Board last met on April 16, 2024.
- I have reviewed, approved, and signed the following Town Warrants since the Select Board last met on April 16, 2024:

Payroll Warrant #24-21 in the amount of \$396,529.67 was reviewed, approved, and signed on April 16, 2024.

Accounts Payable Warrant #24-21 in the amount of \$956,432.78 was reviewed, approved, and signed on April 23, 2024.

Payroll Warrant #24-22 in the amount of \$422,857.61 was reviewed, approved, and signed on May 1, 2024.

Annual Town Meeting Update:

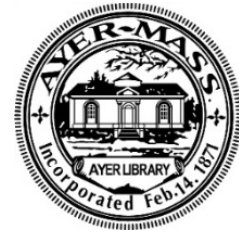
- At the meeting I will provide a brief update on the successful Annual Town Meeting which took place on April 22, 2024. All thirty-one (31) Articles including the FY 2025 Budget passed.

Update on Potential Reserve Fund Transfer for Town Counsel/Legal Services:

- At the meeting I would like to update the Select Board on the potential need for a Reserve Fund Transfer for the Town Counsel/Legal Services budget for the remainder of FY 2024 (through June 30, 2024). The principal budget driver for the Reserve Fund Transfer is primarily a result of unforeseen legal costs because of recent and ongoing property enforcement matters.

- The Town budgeted \$75,000 for the FY 2024 Town Counsel/Legal Services Budget. This budget was on target until starting in February 2024 at which time unforeseen property enforcement matters occurred and currently remain ongoing. As a result of these unforeseen property enforcement matters, the Town has expended approximately \$16,261 in Town Counsel/Legal Services to date and the enforcement matters remain ongoing currently.
- The Town currently has a balance of approximately \$13,822 remaining in its Town Counsel Budget for the balance of the Fiscal Year. The Town will still need to pay April, May, and June's monthly Town Counsel invoices before the FY 2025 Budget goes into effect on July 1, 2024.
- The Town Manager is currently working with Town Counsel and the Town Accountant to finalize an exact amount for the Reserve Fund Transfer to be submitted to the Select Board and Finance Committee for review and approval. We are anticipating a Reserve Fund Transfer in the estimated amount of \$30,000 for the Town Counsel/Legal Services Budget. The current balance in the FY 2024 Reserve Fund is \$175,000.
- The plan is to present the Reserve Fund Transfer to the Select Board at the May 21, 2024 Select Board Meeting and to present it to the Finance Committee after that May 21, 2024 meeting.

Thank you.



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

Broadcast and Recorded by APAC

April 16, 2024
Open Session Meeting Minutes

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

SB Absent: Scott A. Houde

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

Call to Order: J. Livingston called the meeting to order at 6:00pm. J. Livingston 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 S. Copeland and seconded by J. Livingston to approve the meeting agenda. **Motion passed 2-0.**

Announcements:

J. Livingston stated the Sandy Pond Cleanup is scheduled for April 27, 2024. Residents to meet at Sandy Pond at 9:00 AM.

Public Input: None

Sandy Pond School Association Update: Mr. Irving Rockwood informed the Board of a community-wide event to celebrate the Grand Reopening of the Ayer Restored Historic School House. The event is scheduled May 18, 2024, from 10:00 AM to 3:00 PM, 150 Sandy Pond Rd.

Public Hearing: Out of Town Sewer Service Extension 254-260 Ayer Road, Littleton: S. Copeland opened the hearing at 6:07 PM by reading the public hearing notice. Chris Tymula from GPI, who is the project proponent's engineer was present at the meeting. The proponent is requesting approval for sewer service connection to the Ayer sewer system for the gas station located at 254-260 Ayer Road in Littleton. The proponent has plans to reconstruct the gas station to 24-hour operation. C. Tymula said the overall project is being permitted through the Town of Littleton. J. Livingston asked if all costs are covered by the applicant and if there was a plan to use Ayer Water. C. Tymula stated costs are covered by the applicant and Ayer water will not be used. D. Van Schalkwyk, DPW Director indicated that this

project would enable Ayer residents on Willow Road without sewer access to hook up to sewer through this project connection. He shared a site plan indicating the proposed sewer line and the properties that could benefit from the project.

Sara Withee, 11 Groton Shirley Road asked about the plans for property across the street. There will be some landscaping and stormwater improvements.

D. Van Schalkwyk stated that following positive impacts from the project: Willow Road residents' ability to have sewer; payment from Littleton; environmental and health benefits of sewer.

Motion: A motion was made by S. Copeland and seconded by J. Livingston to recommend the Out-of-Town Sewer Extension at 254-260 Ayer Road, Littleton to Town Meeting. **Motion passed 2-0.**

Motion: A motion was made by S. Copeland and seconded by J. Livingston to close the public hearing at 6:25 PM. **Motion passed 2-0.**

Pocket Forest Project Update - Mr. Neil Angus, Devens Enterprise Commission: N. Angus, Devens Enterprise Commission Director shared a presentation, *Ayer, and Devens Pocket Forest Project*. He stated funding for this work was from a grant. N. Angus shared a timeline of the Pocket Forest Project at the corner of Main and East Main Streets. He explained the location selection of Main Street/East Main Street Pocket Forest was from public input. The benefits of this location included being close to the train station, stormwater runoff correction, added nature/green space and achieving health benefits. It was noted that Ayer is the first Pocket Forest Project in Central Massachusetts and serves as the prototype for three other communities. It has been nominated for the EBC Community Choice Award. N. Angus informed the board that Saturday, April 27, 2024, 11am to 2pm, an event to celebrate the First Birthday of the Ayer Pocket Forest is planned.

Dan Van Schalkwyk, DPW Director - Change Order - Sandy Pond Road Sanitary Sewer

Rehabilitation Project: D. Van Schalkwyk stated that the Sandy Pond Road rehabilitation is almost complete. The liner was short by 20ft, the error has been corrected. The project work was only for the main line pipe, therefore there is a change order required to lower the cost by \$439,292.32. D. Van Schalkwyk requested the change order be signed by the chair.

Motion: A motion was made by S. Copeland and seconded by J. Livingston to issue a change order in the lowered amount of \$439,292.32 for the Sandy Pond Road Sewer Rehabilitation Project with signature by the Chair. **Motion passed 2-0.**

Recommendation for Installation of Traffic Signage: The Town's Traffic Regulations are in Division 2, Chapter 450 of the Town's General Code. Specifically, Chapter 4550-6 A. Traffic signs and signals indicates that the Select Board has authority for placement of traffic signs. The Police and DPW have received comments and complaints from residents about the 4-way intersection of Coolidge Road and Wachusett Ave and Coolidge Road and Summit Ave, stating near miss accidents and dangerous driving due to no traffic controls. D. Van Schalkwyk said, he along with the Police and the Town Engineer reviewed and studied the 4-way intersection and recommends STOP signs (not flashing signs) at the corners of Coolidge Road and Wachusett Ave, West and Coolidge Road and Summit Ave.

Motion made by S. Copeland and seconded by J. Livingston to authorize the Town to install and maintain traffic signs at the approaches to Coolidge Road from Summitt Ave and Wachusett Ave, West. In accordance with the Town of Ayer Traffic Regulations. J. Livingston; aye, S. Copeland; aye. **Motion passed 2-0.**

Pauline Conley, 40 Cambridge Street asked if the Adams Street crosswalk signage and stenciling has been scheduled. D. Van Schalkwyk said the work is done in house and not yet scheduled.

Water Supply Update - D. Van Schalkwyk said water production continues to face some challenges in meeting demand during the work week. The tank levels have been full most mornings since the last update. D. Van Schalkwyk recommends changes to the existing water use restrictions by the Water and Sewer Commissioners, per the Water Management Act Permit, the Town of Ayer Water Division are obligated to implement water restrictions between May 1st through September 30th.

J. Livingston asked why the vote is needed if the signs always remain up. D. Van Schalkwyk confirmed the signs do remain up, but stated it is best practice to revisit the vote annually.

Motion: A motion was made by S. Copeland and seconded by J. Livingston to implement Outdoor Water Use Restrictions, effective May 1st through September 30th of mandatory no outside water use between 9am and 5pm and mandatory Odd/Even Outside Water Restriction, even numbers street address on even numbered dates and odd numbered addressed on odd numbered dates. **Motion passed 2-0.**

PFAS Update - D. Van Schalkwyk stated the DPW has been closely monitoring a family of chemicals called per and polyfluoroalkyl substances (PFAS) detected in our water supplies. On Wednesday, April 10th the US EPA announced that they have finalized a new federal National Primary Drinking Water Rule for PFAS. The EPA regulations are not enforceable until 2027. Ayer has been monitoring the PFAS Compounds and the most recent results are non-detect/non-reportable.

Chief Timothy P. Johnston, Ayer Fire Department - Call Department Recruitment and Retention

Update: Chief Tim Johnston stated that the FY '25 budget added a \$1.00 to the hour wage of the call department. He continued saying that the Fire Department would like to come back to the Board with a proposed wage scale for the call firefighters before the next budget cycle. A survey of other towns showed Ayer's wage is low. This new pay scale would be comparable to other fire departments.

Deputy Chief Jeremy Januskiewicz spoke to a SAFER Grant available for the recruitment and hiring of fire personnel. The SAFER grant is competitive, Ayer scores low on some criteria and high on other criteria. J. Januskiewicz stated Ayer is a competitive candidate. The amount of the grant is \$107,800 for a 36-month period, which can be used for wages, training, education, and recruitment materials. T. Johnston stated the application for the grant was submitted on April 12, 2024. He said the grant does not require matching funds from the Town.

Community Foundation of North Central Massachusetts Grant Award - T. Johnston communicated that the Town received a grant in the amount of \$15,748 for a transport ventilator from the Nashoba Valley Community Health Grant Program. The grant was made possible in part by the Community Foundation of North Central Massachusetts, a non-profit. J. Januskiewicz explained that the ventilator is now removed from the Capital Planning requests for FY '25.

Town Manager's Report - Administrative Update/Review of Warrants: R. Pontbriand presented an administrative update on the various activities, initiatives, and projects of the Town since the Select Board last met. He referenced the Town Warrants that he reviewed and approved, as referenced in his written report. R. Pontbriand announced the new Digital Budget Book is available on the website, on the Town Manager's page, Finance Committee page and Finance Director's page. Feedback is welcome. The Articles of the Day have also been posted on the Town website.

Annual Town Meeting Update - The Annual Town Meeting is to take place on Monday, April 22, 2024, at 7:00 PM in the Auditorium of the Ayer Shirley Regional High School. The Annual Town Meeting Warrant

was officially posted on April 5, 2024, online and is available at other locations in Town. The Warrant has been mailed to the Town households. Copies of the Warrant are available upon request from the Town Manager's Office. The Town Clerk's office will be posting signage for the Town Meeting. R. Pontbriand communicated he met with the Town Moderator last week regarding Town Meeting. The Moderator has been hosting office hours for residents to discuss articles and Town Meeting procedures.

Town ARPA Funds Status Update - R. Pontbriand met with the DPW Director and Finance Director to discuss the status of ARPA Funds. R. Pontbriand reported that UDAG funds will not be used for the purchase of 71 Sandy Pond (subject to Town Meeting approval) because of a recently received grant. Kimberly Abraham, Water and Sewer Superintendent and Dan Van Schalkwyk, Director of Public Works worked quickly to secure a grant opportunity in the amount of \$135,000 for the Town from DEP for the Grove Pond Clear Well Project. This grant freed up \$135,000 in ARPA funds which per the Select Board's vote on April 2, 2024, can be applied toward the Town's portion for the 71 Sandy Pond Road property purchase (subject to Town Meeting approval).

J. Livingston confirmed that in March it was stated all the ARPA funds had been spoken for, but that is not what she is hearing tonight. R. Pontbriand said that is correct. R. Pontbriand said he will be meeting with the Town departments and asking for suggestions on the use of ARPA funds and returning to the board with the suggestions.

New Business/Select Board Member Questions: None

Approval of Meeting Minutes:

Motion: A motion was made by S. Copeland and seconded by J. Livingston to accept the minutes as presented for March 19, 2024, and April 2, 2024. **Motion passed 2-0.**

Adjournment:

Motion: A motion was made by S. Copeland and seconded by J. Livingston to adjourn at 7:07 PM.

Motion passed 2-0.

Minutes Recorded and Submitted by Maureen Adema, Administrator Assistant to Town Manager and Select Board

Date Minutes Approved by SB: _____

Signature Indicating Approval: _____