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SEP 30 2022

CL

TOWN OF AYER
TOWN CLERK

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



Tuesday October 4, 2022
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

Recognition of Cindy Knox, I.T. Director

Public Input

6:10 PM

Dan Van Schalkwyk, Director, Dept. of Public Works

1. Public Meeting for Vote to Layout Pleasant Street Extension (Portion)
2. Agreement for Spectacle Pond Transmission Main Replacement Project

6:15 PM

Review and Approval of the 2022 Special Fall Town Meeting Warrant

6:30 PM

Town Manager's Report

1. Administrative Update/Review of Town Warrant(s)
2. Review and Approval of FY '24 Budget Calendar

6:40 PM

New Business/Select Board Member Questions

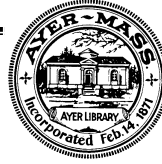
6:45 PM

Adjournment

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

The next regularly scheduled meeting of the Select Board is Tuesday October 18, 2022 at 6:00 PM

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



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

MEMORANDUM

Date: September 29, 2022
To: Select Board
From: Dan Van Schalkwyk, P.E., Director
Subject: **Agenda Items for October 4, 2022, Select Board Meeting**

1. Public Meeting for Vote to Layout Pleasant Street Extension (Portion)

Attached is a memorandum and Order of Layout, to be executed by the Board recommending that the Board accept the following roads as public streets. In accordance with M.G.L. c.82, §§21-24, the Board must hold a public meeting and vote to approve the layout as shown on the metes and bounds plan. We have notified all abutters of the time and location of this meeting.

The Order of Layout, executed by the Board, needs to be filed with the Town Clerk, who, within 10 days, must record the description in a book kept for this purpose. We have also prepared a Town Meeting Warrant Article for Street Acceptance.

- Pleasant Street Extension from Trevor Trail to its end

2. Agreement for Spectacle Pond Transmission Main Replacement Project

Attached is a contract for execution for replacing a section of transmission main leaving Spectacle Pond Water Treatment Plant. The DPW opened 7 bids for the project which ranged from \$437,310.01 to \$1,190,509.60. The low bidder is N. Granese and Sons, Inc. from Salem, MA. The project will be paid from ARPA funds previously authorized by the Select Board.

Requested Motion – Vote to execute the contract with N. Granese and Sons, Inc. for the Spectacle Pond Transmission Main Replacement Project in the amount of \$437,310.01 (for signature by the Chair)

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

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

Memorandum

Date: September 29, 2022

To: Ayer Select Board

From: Dan Van Schalkwyk, P.E., Director

Re: Pleasant Street Extension (Portion) Vote to Layout for Street Acceptance

The Ayer Planning Board voted at their meeting on September 27, 2022 to recommend that the Select Board accept Pleasant Street Extension (Portion) as a Town Street. I had sent the Planning board a letter with my recommendation for street acceptance, pending completion of several punch list items. The Developer is currently working on the punch list items. If the items are not complete by 2022 Fall Town Meeting, I will report on the floor of said Town Meeting of the incompleteness and recommend against street acceptance.

Attached is the Order of Layout for execution by the Board. The Order of Layout needs to be filed with the Town Clerk, who, within 10 days, must record the description in a book kept for this purpose.

TOWN OF AYER

ORDER OF LAYOUT

Pleasant Street Extension (Portion)

Whereas the SELECT BOARD of the TOWN OF AYER, acting pursuant to G.L. c. 82, §§21-24, having deemed that common convenience and necessity require the layout as public ways of Pleasant Street Extension (Portion), (commencing where the public way currently ends and running north thereof until its terminus), hereby lays out said roads, as herein described, as town ways as shown on the plan referenced below, and

Whereas the boundaries of said ways as laid out are shown on a plan entitled “Definitive Residential Subdivision Lotting Plan Riley Jayne Farm,” dated April 9, 2016, prepared by GPR Engineering Solutions, recorded with the Middlesex South District Registry of Deeds as Plan #747 of 2016, which plan was referred to the Planning Board and which plan is hereby adopted as a part of this Order, and all land lying within the above described boundaries of Pleasant Street Extension (Portion), as herein described, are hereby laid out as town ways.

The aforementioned plan is hereby forwarded to the Town Clerk for filing and the foregoing layout is hereby reported to the Town for acceptance.

Adopted: October ____, 2022

TOWN OF AYER,
By its Select Board

Jannice L. Livingston, Chair

Shaun C. Copeland, Vice Chair

Scott A. Houde, Clerk

Filed in the office of the

Town Clerk, October _____, 2022

Town Clerk, Attest

SECTION 00520

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION
CONTRACT

This Agreement is by and between the Town of Ayer, hereinafter called Owner and N. Granese & Sons, Inc. hereinafter called Contractor.

Owner and Contractor hereby agree as follows:

ARTICLE 1 WORK

- 1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described with the following title: "Spectacle Pond Transmission Main Replacement Project".

ARTICLE 2 ENGINEER

- 2.1 The part of the Project that pertains to the Work has been designed by Tighe & Bond, Inc
- 2.2 The Owner has retained Tighe & Bond ("Engineer") to act as Owner's representative, assuming all duties and responsibilities, rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 CONTRACT TIMES

- 3.1 Time of the Essence
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 3.2 Substantial Completion and Final Payment
 - A. The Work will be substantially completed within 180 days from the date of the Notice to Proceed and completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions within 210 days from the date of the Notice to Proceed.
- 3.3 Liquidated Damages
 - A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.1 above and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 3.2 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 3.1 above for Substantial Completion until the Work is substantially complete.

2. Complete and Ready for Final Payment: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the Work within the Contract Time (as duly adjusted pursuant to the Contract), for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 4 CONTRACT PRICE

- 4.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the prices stated in Contractor's Bid, attached hereto as an exhibit, subject to adjustment under the Contract.
- 4.2 The total amount will be adjusted by measurement of actual installed quantities in strict conformity with the provisions contained herein.
- 4.3 The total amount will be adjusted on a monthly basis when the monthly cost change for each of the following exceeds plus or minus five percent: fuel (both diesel and gasoline). Section 01270 contains monthly price adjustment provisions for each of the above materials.

ARTICLE 5 PAYMENT PROCEDURES

- 5.1 Applications for Payment shall be processed in accordance with Article 15 of the General Conditions and in accordance with Massachusetts General Law.
- 5.2 Owner shall make progress payments on account of the Contract Price on the basis of processed Applications for Payment monthly during construction, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All progress payments will be measured by the Schedule of Values established as provided in the General Conditions, or in the event there is no schedule of values, as provided elsewhere in the Contract.
- 5.3 Owner shall retain from progress payments 5 percent of the value of Work completed.
- 5.4 Substantial Completion
 - A. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-nine percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 5.5 Final Payment
 - A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 6 CONTRACTOR'S REPRESENTATIONS

- 6.1 Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, 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 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 adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 7 CONTRACT DOCUMENTS

7.1 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00520-1 to 00520-7, inclusive);
 - 2. Performance Bond (pages 1 to 3, inclusive);
 - 3. Payment Bond (pages 1 to 3, inclusive);

4. General Conditions (title pages, table of contents, and pages 1 to 65, inclusive);
 5. Supplementary Conditions (pages 00800-1 to 00800-16, inclusive);
 6. Specifications (Divisions 1 through 2);
 7. Drawings (not attached but incorporated by reference) consisting of a cover sheet and sheets numbered 2 through 8, inclusive, with each sheet bearing the following general title: "Spectacle Pond Transmission Main Replacement";
 8. Addenda (numbers 1 to 2, inclusive);
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 00410-1 to 00410-9, inclusive);
 10. 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;
 - b. Work Change Directives;
 - c. Change Order(s);
 - d. Field Orders
- B. The documents listed in Paragraph 7.1.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 8 MISCELLANEOUS

8.1 Terms

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

8.2 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, 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, money that may become due and money that is 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.

8.3 Successors and Assigns

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

8.4 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.

8.5 Contractor Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.5:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.6 Other Provisions

- A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. This Agreement will be effective on _____, _____ (which is the Effective Date of the Contract).

OWNER:

By: _____

Title: _____

[CORPORATE SEAL]

Attest _____

Title: _____

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution of other documents authorizing execution of Owner-Contractor Agreement.)

CONTRACTOR:

N. Granese & Sons, Inc. _____

By: Steven A. Granese

Title: Steven A. Granese, President

[CORPORATE SEAL]

Attest _____

Title: Secretary/Clerk

Address for giving notices:

59 Jefferson Ave.

Salem, MA 01970

License No. _____

(Where applicable)

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

Certified as to the availability of funds:

Date

Signed

Title

END OF SECTION

J:\A\A5004 Ayer\013 Spectacle Pond Transmission Main\Construction\Award\00520.docx

Copy


N. GRANESE & SONS, INC.

Water Main Cleaning & Lining
Utility Work
Drain Layers

59 Jefferson Ave.
Salem, MA 01970
(781) 592-8121
Fax (781) 631-8466
Info@ngranese.com

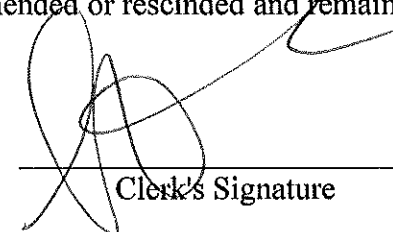
CLERK'S CERTIFICATE

At a duly authorized meeting of the Board of Directors of N. Granese & Sons, Inc. held on January 4, 2022 at which all voted that Steven A. Granese, President of this Company, be and he hereby is authorized to execute contracts and bonds and bids in the name and 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 Steven A. Granese under seal of the Company, shall be valid and binding upon this Company.

A true copy, 
ATTEST: _____
Place of Business: 59 Jefferson Ave.
Salem, MA 01970

Dated: September 27, 2022

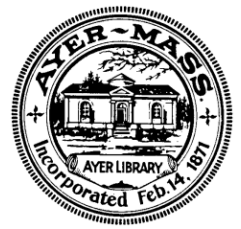
I hereby certify that I am the Clerk of N. Granese & Sons, Inc. that Steven A. Granese is the duly elected President of said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.



Clerk's Signature

Corporate Seal

**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: September 30, 2022

TO: Ayer Select Board

FROM: Robert A. Pontbriand
Town Manager

SUBJECT: Review and Approval of the 2022 Fall Special Town Meeting Warrant

Dear Honorable Select Board Members:

Attached is the DRAFT 2022 Fall Special Town Meeting Warrant for review and approval by the Select Board at your meeting on October 4, 2022 (see attached).

The 2022 Fall Special Town Meeting will take place on Monday, October 24, 2022 at 7pm in the Auditorium of the Ayer Shirley Regional High School.

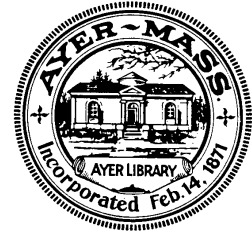
The 2022 Fall Special Town Meeting Warrant contains four (4) Articles for consideration by Town Meeting. At the Select Board Meeting on October 4, 2022, I will provide a brief overview of the Warrant Articles and answer any questions the Select Board may have.

Upon your approval of the Warrant at your meeting on October 4, 2022, the Warrant will be officially posted on Friday, October 7, 2022 at the following physical locations: Town Hall; Post Office; Library; Police Station; Pauline's Variety; Jack-O-Lantern Liquors; and the Transfer Station. The Warrant will also be posted on the Town's website at www.ayer.ma.us The Warrant will also be sent to print and mailing on October 7, 2022 with the Warrant being mailed by the U.S. Post Office to all Ayer households in advance of Town Meeting. Hard copies of the Warrant will also be available upon request at the Select Board's Office during normal business hours.

If you have any questions regarding the Warrant prior to your meeting on October 4, 2022, please do not hesitate to contact me directly.

Thank you.

Attachment: DRAFT 2022 Fall Special Town Meeting Warrant (October 24, 2022, 7pm)



Town of Ayer

SPECIAL ANNUAL FALL TOWN MEETING WARRANT

*****DRAFT*****

Ayer Shirley Regional High School Auditorium
141 Washington Street, Ayer, MA 01432
October 24, 2022 @ 7:00 P.M.

Commonwealth of Massachusetts
Middlesex, ss.

GREETINGS:

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of the Town of Ayer qualified to vote in Town Elections and Affairs to meet at the Auditorium in the Ayer Shirley Regional High School located at 141 Washington Street, Ayer, Massachusetts on Monday, the Twenty-fourth (24th) day of October, 2022, at seven o'clock in the evening (7:00 p.m.) then and there to act on the following articles:

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

Given under our hands this 4th day of October AD 2022.

Jannice L. Livingston, Chair

Shaun C. Copeland, Vice Chair

Scott A. Houde, Clerk

AYER SELECT BOARD

Any persons needing disability related assistance (such as signing, etc.) at the Town Meeting please contact the Select Board Office at 978-772-8220 x100 before October 21, 2022. We shall make every reasonable effort to assist you. Large print version of the text of this warrant is available upon request.

ARTICLE 1: STREET ACCEPTANCE – PLEASANT STREET EXTENSION (PORTION)

To see if the Town will vote to accept as a public way the road known as Pleasant Street Extension (Portion) (being that portion of Pleasant Street Extension commencing where the public way currently ends and running north thereof until its terminus) as heretofore laid out by the Select Board and shown on a plan of land entitled “Definitive Residential Subdivision Lotting Plan Riley Jayne Farm,” dated April 9, 2016, prepared by GPR Engineering Solutions, recorded with the Middlesex South District Registry of Deeds as Plan #747 of 2016, and on file with the Town Clerk, and authorize the Select Board to acquire, by gift, purchase, and/or eminent domain, the fee to and/or easements in said Pleasant Street Extension (Portion) for all purposes for which public ways are used in the Town of Ayer and any drainage, access, utility and/or other easements related thereto; or take any action thereon or in relation thereto.

Sponsor: Select Board

Planning Board:

Simple Majority Vote Required

Explanatory Note: This Article would accept the portion of Pleasant Street Extension as defined in the Article as a public way in the Town. The metes and bounds of the road to be accepted are shown on plans on file in the Office of the Town Clerk and available on the Town’s website at www.ayer.ma.us/townmeeting. Presentation to be made at Town Meeting.

ARTICLE 2: STREET ACCEPTANCE – WOODLAND WAY AND A PORTION OF HEMLOCK DRIVE

To see if the Town will vote to accept as public ways the roads known as Woodland Way and Hemlock Drive (Portion) (being that portion of Hemlock Drive commencing at the intersection with Hickory Way and running north thereof until its terminus) as heretofore laid out by the Select Board and shown on a plan of land entitled “Modification of Definitive Subdivision of Land in Ayer, Mass.,” dated April 2016, prepared by David E. Ross Associates, Inc., recorded with the Middlesex South District Registry of Deeds as Plan #143 of 2017, and on file with the Town Clerk, and authorize the Select Board to acquire, by gift, purchase, and/or eminent domain, the fee to and/or easements in said Woodland Way and Hemlock Drive (Portion) for all purposes for which public ways are used in the Town of Ayer and any drainage, access, utility and/or other easements related thereto; or take any action thereon or in relation thereto.

Sponsor: Select Board

Planning Board:

Simple Majority Vote Required

Explanatory Note: This Article would accept Woodland Way and a portion of Hemlock Drive as defined in the Article as public ways in the Town. The metes and bounds of the roads to be accepted are shown on plans on file in the Office of the Town Clerk and available on the Town's website at www.ayer.ma.us/townmeeting. Presentation to be made at Town Meeting.

**ARTICLE 3: COMMUNITY PRESERVATION COMMITTEE
FUNDING FOR THE AYER COMMONS
AFFORDABLE HOUSING PROJECT**

To see if the Town will vote to transfer from the Community Preservation Fund Community Housing and from the Undesignated Reserve Categories the sum of \$400,000 to support the Affordable Housing Project, Phase I named Ayer Commons to be utilized by Neighborhood of Affordable Housing, Inc. for affordable community housing, towards the costs to construct 64 affordable rental dwelling units at 65 Fitchburg Road and other costs related thereto, all of which will be subject to a permanent Affordable Housing Restriction that runs to the benefit of the Town, and to authorize the Select Board to accept such restriction and execute any instruments or agreement necessary to effectuate the purposes of this article; or take any action thereon or in relation thereto.

Sponsor: Community Preservation Committee
Select Board:

Simple Majority Vote Required

Explanatory Note: This Article would fund up to \$400,000 for the Affordable Housing Project, Phase I, by Neighborhood of Affordable Housing, Inc (NOAH) at 65 Fitchburg Road. Presentation to be made at Town Meeting.

**ARTICLE 4: COMMUNITY PRESERVATION COMMITTEE
FUNDING FOR THE 1943 AYER HOWITZER
RESTORATION PROJECT**

To see if the Town will vote to transfer from the Community Preservation Fund Historical Preservation Category the sum of \$32,232 to support the Town of Ayer's restoration of the 1943 Howitzer and preservation of the historic monument for Staff Sergeant Leon Cote upon the grounds of Town Hall; or take any action thereon or in relation thereto.

Sponsor: Community Preservation Committee
Select Board:

Simple Majority Vote Required

Explanatory Note: This Article would fund up to \$32,232 for the Town of Ayer to restore the 1943 Howitzer and preservation of the historic monument dedicated to Staff Sergeant Leon Cote by placement on the historic grounds of Town Hall. Presentation to be made at Town Meeting.

A True Copy Attest: _____
Susan E. Copeland, Town Clerk

Date: October __, 2022

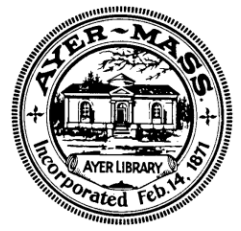
As directed in the foregoing warrant, I have this day posted three attested copies in three public places, one of which was the Town Hall, at least fourteen days before said meeting, all as herein directed.

Constable

Date: October __, 2022

DRAFT

**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: September 30, 2022

TO: Ayer Select Board

FROM: Robert A. Pontbriand
Town Manager

SUBJECT: Town Manager's Report for the October 4, 2022 Ayer Select Board Meeting

Dear Honorable Select Board Members

I am pleased to transmit to you the following Town Manager's Report for the October 4, 2022 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 September 20, 2022.
- I have reviewed, approved, and signed the following Town Warrants since the Select Board last met on September 20, 2022 as follows:

Payroll Warrant #23-06 in the amount of \$397,925.26 was reviewed, approved, and signed on September 20, 2022.

Accounts Payable Warrant #23-06 in the amount of \$1,227,564.85 was reviewed, approved, and signed on September 26, 2022.

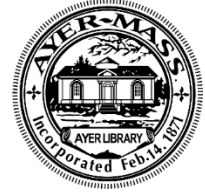
Review and Approval of FY 2024 Budget Calendar:

- Attached is the final DRAFT of the FY 2024 Budget Calendar as developed and reviewed by the Executive Bi-Board for consideration of approval by the Select Board. The DRAFT was also distributed and reviewed by the Town Departments for input. As the Select Board is aware, the FY 2024 Budget Calendar once approved by the Select Board can only be amended by authorization by the Select Board (except for an extenuating event/circumstance).

Thank you.

Attachment: Final DRAFT of the FY 2024 Budget Calendar

Town of Ayer FY '24 Budget Calendar



August

- Open Fall Special Town Meeting Warrant (Completed August 16, 2022)

September

- Friday September 30, 2022 at 1pm*
Deadline for all Warrant Articles to the Select Board and all Citizen's Petitions to the Town Clerk

October

**Note: Bi-Board; Capital Planning; Fin Com; and Rate Review Committee to meet monthly in posted open meetings. Please refer to the posting board outside of Town Hall or the Town's website for specific meeting dates and times.*

- Tuesday October 4, 2022*
Select Board Meeting - Review and approve Fall Special Town Meeting Warrant
- Friday October 7, 2022*
The Warrant will be publicly posted on the Town's website and at several locations throughout Town (Town Hall, Library, Police Station, Jack-O-Lantern, Pauline's Variety, Main Street Bank). Additionally, all Ayer households will receive a hard copy in the mail the week of October 17th or sooner
- Town Manager sends out FY '24 Capital Directive Out
- Tuesday October 11, 2022*
Rate Review Committee meets to discuss Calendar Year 2023 Transfer Station Rates
- Friday October 14, 2022*
This is the last day to register to vote to participate in the Fall Special Town Meeting, if you are not already a registered voter
- Monday October 24, 2022, 7:00 PM, ASRHS Auditorium***
Fall Special Town Meeting

- Friday October 28, 2022*
Capital Requests due from Departments

November



**Note: Bi-Board; Capital Planning; Fin Com; and Rate Review Committee to meet monthly in posted open meetings. Please refer to the posting board outside of Town Hall or the Town's website for specific meeting dates and times.*

- Tuesday November 1, 2022*
Union Negotiations Begin (Town Hall Clerical Union)
- Wednesday November 9, 2022*
Capital Planning Committee Begins to Meet
- Tuesday November 15, 2022*
Select Board Meeting – Public Hearing #1 Transfer Station Rates; Public Hearing #2
FY '23 Tax Classification Hearing

December



**Note: Bi-Board; Capital Planning; Fin Com; and Rate Review Committee to meet monthly in posted open meetings. Please refer to the posting board outside of Town Hall or the Town's website for specific meeting dates and times.*

- Friday December 2, 2022*
Town Manager sends out FY '24 Budget Directive
- Friday December 30, 2022*
FY '24 Budget Requests due from Departments

January

**Note: Bi-Board; Capital Planning; Fin Com; and Rate Review Committee to meet monthly in posted open meetings. Please refer to the posting board outside of Town Hall or the Town's website for specific meeting dates and times.*

- Tuesday January 3, 2023*
Select Board Meeting – Calling of Annual Town Election

- Monday January 9, 2023*
Non-Union Negotiations Begin (Deputy Fire Chief, Fire Chief, Town Clerk)

- Friday January 13, 2023*
DRAFT #1 Budget to Select Board and Finance Committee

- Tuesday January 17, 2023*
Select Board Meeting - Open Annual Town Meeting Warrant

- Wednesday January 25, 2023*
1st Budget Public Forum

February

**Note: Bi-Board; Capital Planning; Fin Com; and Rate Review Committee to meet monthly in posted open meetings. Please refer to the posting board outside of Town Hall or the Town's website for specific meeting dates and times.*

- Wednesday February 15, 2023*
Target date to end Union and Non-Union Contract Negotiations

March

**Note: Bi-Board; Capital Planning; Fin Com; and Rate Review Committee to meet monthly in posted open meetings. Please refer to the posting board outside of Town Hall or the Town's website for specific meeting dates and times.*

- Wednesday March 1, 2023*
Regional School Assessments Due

- Wednesday March 8, 2023*
2nd Budget Public Forum

- Tuesday March 21, 2023*
Select Board Meeting – Public Hearing FY '24 Water and Sewer Rates

- Friday March 31, 2023 at 1pm*
Annual Town Meeting Warrant Closes - Deadline for all Warrant Articles to the Select Board and all Citizen's Petitions to the Town Clerk

April

**Note: Bi-Board; Capital Planning; Fin Com; and Rate Review Committee to meet monthly in posted open meetings. Please refer to the posting board outside of Town Hall or the Town's website for specific meeting dates and times.*

- Tuesday April 4, 2023*
Select Board Meeting – Review and Approve Annual Town Meeting Warrant

- Select Board Approves FY '24 IDFA Budget

- Friday April 7, 2023*
The Warrant will be publicly posted on the Town's website and at several locations throughout Town (Town Hall, Library, Police Station, Jack-O-Lantern, Pauline's Variety, Main Street Bank). Additionally, all Ayer households will receive a hard copy in the mail the week of April 17th or sooner

- Monday April 24, 2023, 7:00 PM, ASRHS Auditorium***
Annual Town Meeting

May 

- Tuesday May 9, 2023*
Annual Town Election

DRAFT