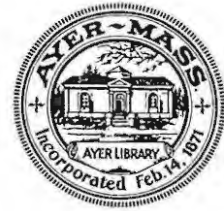


RECEIVED
DEC 12 2019

TOWN OF AYER
TOWN CLERK

2:00pm
Annunziata

Town of Ayer
Board of Selectmen
Ayer Town Hall - 1st Floor Meeting Room
1 Main Street
Ayer, MA 01432



Tuesday December 17, 2019
Open Session Meeting Agenda

6:00 PM

Call to Order

Pledge of Allegiance; Review and Approve Agenda; Announcements

Public Input

**Request for Change of Manager - Ayer Gun & Sportsmen's Club -
225 Snake Hill Road**

6:15 PM

Superintendent Mark Wetzel, Dept. of Public Works

1. Municipal Vulnerability Preparedness (MVP) Workshop Reminder
2. Approval of Change Order - Phase I Sanitary Sewer System Rehab
3. Contract for Main Street Light Upgrade Project
4. PFAS Treatment Update

6:30 PM

Town Manager's Report

1. Administrative Update/Review of Warrant(s)
2. FY 2021 Budget Update

6:35 PM

New Business/Selectmen's Questions

1. Executive Bi-Board Update (Selectman Houde)
2. Devens Jurisdiction Framework Committee (Selectman Livingston)
3. Town Study Committee (Selectman Livingston)

6:45 PM

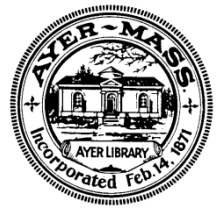
Approval of Meeting Minutes

December 4, 2019

Adjournment


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

**Office of the Board of Selectmen
Office of the Town Manager**



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

Memorandum

To: Board of Selectmen
From: Carly Antonellis, Assistant Town Manager 
Date: December 13, 2019
Re: Change in Manager Request – Ayer Gun & Sportsmen’s Club

Greetings,

We have recently received a request for a “Change of Manager” at the Ayer Gun & Sportsmen’s Club. All Section 12 (pouring/drank at premises) licensees are required to appoint a Manager, pursuant to G.L. c.138, sec. 26. The manager must be an individual, twenty-one years of age or older, who is a citizen of the United States and has “vested in him [or her] by properly authorized and executed written delegation as full authority and control of the premises, described in the license of such corporation, and the conduct of all business therein relative to alcoholic beverages as the [corporate] licensee itself could in any way have and exercise if it were a natural person.” This license manager must be satisfactory to both the Alcoholic Beverages Control Commission (ABCC) and Local Licensing Authority (LLA) with respect to his or her character.

With respect to this application, I have sent this to relevant departments (Police, Fire, Board of Health) and no concerns have been brought forward. If you act favorably on this application, it will then be sent to the ABCC for review.

Thank you.



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street, Boston, MA 02114
www.mass.gov/abcc

RECEIVED

DEC 05 2019

12:40 PM

TOWN OF AYER
 SELECTMEN'S OFFICE

AMENDMENT-Change of Manager

Change of License Manager

1. BUSINESS ENTITY INFORMATION

Entity Name: Ayer bvn sportsmens club Municipality: _____ ABCC License Number: 00015-CL-0060

2. APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name: Dennis Mahony Title: President Email: _____ Phone: _____

3A. MANAGER INFORMATION

The individual that has been appointed to manage and control of the licensed business and premises.

Proposed Manager Name: Donald Anderson Date of Birth: _____ SN: _____
 Residential Address: _____ Ayer ma 01432
 Email: duck65@aol.com Phone: 978.335.7634
 Please indicate how many hours per week you intend to be on the licensed premises: _____ Last-Approved License Manager: Robert Briggs

3B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen? Yes No *Manager must be U.S. citizen
 If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.
 Have you ever been convicted of a state, federal, or military crime? Yes No
 If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

3C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
<u>05/29/2018</u>		<u>Custodian</u>	<u>Acton Boxborough Schools</u>	<u>J.D. Head</u>

3D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature: Donald Anderson Date: 11-26-2019

APPLICANT'S STATEMENT

I, J. Moran the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of Ayer Gun Sports mens club
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Donald Anderson

Date:

11-26-2019

Title:

Bar Manager

Carly Antonellis

From: CJ Moore <cjmoore@Moorelumber.com>
Sent: Thursday, December 12, 2019 11:32 AM
To: Carly Antonellis
Subject: FW: Receipt from nCourt

From: customerservice@nCourt.com <customerservice@nCourt.com>
Sent: Thursday, December 12, 2019 10:39 AM
To: CJ Moore <cjmoore@Moorelumber.com>
Subject: Receipt from nCourt

YOUR RECEIPT >>

Please include the payment receipt with your application. Thank you.

Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail
Address 1: 239 Causeway Street
Address 2:
City: Boston
State: Massachusetts
Zip: 02114

Payment On Behalf Of

First Name: CJ. **Last Name:** Moore
Address 1: 22 west main st
Address 2:
City: Ayer **State:** MA **Zip:** 01432
Phone: [REDACTED]

Description	ID	Convenience Fee	Amount
FILING FEES-RETAIL	Ayer Gun and Sportsmans Club	\$4.70	\$200.00

Receipt Date: 12/12/2019 10:38:32 AM EST
Invoice Number: d5597f79-5283-4f29-92cd-5c2ad276a7de

Total Amount Paid: **\$204.70**

Billing Information

First Name cj
Last Name moore
Email [REDACTED]

Credit / Debit Card Information

Card Type American Express
Card Number [REDACTED]



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street Boston, MA 02114
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

AMENDMENT-Change of Manager

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.mass.gov/epay-for-online-payments-abcc>

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL

EPAY CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other <input type="text"/> | | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
 239 CAUSEWAY STREET
 BOSTON, MA 02241-3396

CORPORATE VOTE

The Board of Directors or LLC Managers of Ayer Fun and Sportsman Club
Entity Name

duly voted to apply to the Licensing Authority of Ayer and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 11-21-2019
Date of Meeting

For the following transactions (Check all that apply):

Change of Manager

Other

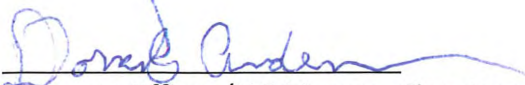
"VOTED: To authorize Donald Andersen
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint Donald Andersen
Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,


Corporate Officer / LLC Manager Signature

For Corporations ONLY

A true copy attest,


Corporation Clerk's Signature



MEMORANDUM

Date: December 12, 2019
To: Board of Selectmen
From: Mark Wetzel, Superintendent of Public Works
Dan Van Schalkwyk, Town Engineer
Subject: **Agenda Items for December 17, 2019 BOS Meeting**

1. **Municipal Vulnerability Preparedness (MVP) Workshop Reminder** – The Town of Ayer has received a grant for the State to begin the process of planning for climate change resiliency and implementing priority projects. Communities who complete the MVP program are eligible for MVP Action grant funding and other opportunities. There will be 2 MVP workshops held at the Ayer DPW on **Thursday January 9 and Thursday January 16 from 4 PM to 8 PM**. We encourage participation from Town officials, committees and boards and interested residents and businesses.
2. **Approval of Change Order for Phase I Sanitary Sewer System Rehabilitation** – Attached is Change Order No. 1 for the Phase I Sanitary Sewer System Rehabilitation with Insituform Technologies, LLC. The change order includes additional pipe rehabilitation because the Contractor's bid of \$174,700 was under the construction budget of \$245,000. The change order is for \$40,915.00. For signature by the Chairman.
3. **Contract for Main St Street Light Upgrade Project** – Three bids were received for Main St Street Light Improvements 2020 on December 6, 2019. Bids ranged from \$58,400 to 60,221. This project will continue the replacement of the original street lamps on Main Street, many of which have deteriorated anchors, poles and light globes. This is a three phase project

The low bid was submitted by Cullen Electrical Contractors Inc. from Marshfield MA for \$58,400. This will replace 4 single light fixtures and 3 double light fixtures. Attached is the Contract for signature by the Chairman.
4. **PFAS Treatment Update** – I will provide an update on the activities related to the PFAS contamination and treatment of the Town wells.

MUNICIPAL VULNERABILITY PREPAREDNESS (MVP) IN THE TOWN OF AYER, MA

State and local partnership to build resiliency to climate change



Join us to discuss Ayer's strengths and vulnerabilities to hazards like flooding, changing seasonality, and extreme temperatures, as part of our community's award from the Executive Office of Energy and Environmental Affairs (EEA).

DAY ONE

THURSDAY JANUARY 9TH

4:00 PM – 8:00 PM

AYER DEPT. OF PUBLIC WORKS
25 BROOK STREET, AYER, MA

- Identify local features as strengths and/or vulnerabilities
- Identify natural hazards that impact Ayer and the region

DAY TWO

THURSDAY JANUARY 16TH

4:00 PM – 8:00 PM

AYER DEPT. OF PUBLIC WORKS
25 BROOK STREET, AYER, MA

- Assign feasible actions to enhance existing features in town
- Prioritize action items

This two part discussion will produce a holistic plan that combines local expertise from across sectors and represents priorities of the Town's other major planning documents. All input from participants will be recorded, and short term priorities identified by the group will be highlighted to EEA. Refreshments and food will be provided.

Please **RSVP** for the DAY ONE and the DAY TWO Workshops **by Friday, January 3, 2020** to Mona Bean, Ayer DPW, at rbean@ayer.ma.us or 978-772-8240. We hope you or a designee can join us at these important workshops.

Thank you for your time and consideration...

Mark Wetzal, Superintendent of Public Works



These workshops are hosted by the Town of Ayer funded by the Massachusetts Executive Office of Energy and Environmental Affairs.

Date of Issuance: 12/11/2019	Effective Date:
Owner: Town of Ayer	Owner's Contract No.: 20DPW03
Contractor: Insituform Technologies, LLC	Contractor's Project No.:
Engineer: Arcadis U.S., Inc.	Engineer's Project No.: 2698006.0000
Project: Town of Ayer, Phase 1 Sanitary Sewer Rehabilitation	Contract Name: General

The Contract is modified as follows upon execution of this Change Order:

Work includes 1,100 LF of sewer cleaning and televising, 1,100 LF of CIPPL, and reinstatement and sealing of 15 service connections on Washington Street and the Grove Street Easement. Estimated Costs for such changes, based on unit pricing established at the beginning of this contract and estimated additional units are as follows:

Bid Item	Item Descriptions	Unit Cost - Contract	Original Units	Original Cost	Estimated Additional Units	Estimated Additional Cost	Estimated Revised Units	Estimated Revised Cost
1a.	Sewer Cleaning – 8-inch Sewer Pipe	\$1.20	2,700 LF	\$3,240.00	1,100 LF	\$1,320.00	3,800 LF	\$4,560.00
2a.	Television Inspection of 8-inch Sewer Pipe	\$1.20	2,700 LF	\$3,240.00	1,100 LF	\$1,320.00	3,800 LF	\$4,560.00
4.	Chemical Sealing of Service Connections	\$350.00	35 EA	\$12,250.00	15 EA	\$5,250.00	50 EA	\$17,500.00
6a.	Rehabilitation of 8-inch with CIPPL	\$26.50	2,700 LF	\$71,550.00	1,100 LF	\$29,150.00	3,800 LF	\$100,700.00
7.	CIPPL Warranty Inspection	\$2.50	2,700 LF	\$6,750.00	1,100 LF	\$2,750.00	3,800 LF	\$9,500.00
8.	Reinstatement of Service Connections	\$75.00	35 EA	\$2,625.00	15 EA	\$1,125.00	50 EA	\$3,750.00
TOTAL CONTRACT				\$174,700.00		\$40,915.00		\$215,615.00

Final Change Order amount will be based on actual units installed.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>174,700.00</u>	Original Contract Times: Substantial Completion: <u>60 days</u> Ready for Final Payment: <u>60 days</u> days or dates
Previously approved Change Orders:	Previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>0 Days</u>

\$ 0.00

Ready for Final Payment: 60 days

Contract Price prior to this Change Order:

\$ 174,700.00

Contract Times prior to this Change Order:

Substantial Completion: 60 days

Ready for Final Payment: 60 days
days or dates

Increase of this Change Order:

\$ 40,915.00

Increase of this Change Order:

Substantial Completion: 30 Days

Ready for Final Payment: 30 Days
days or dates

Contract Price incorporating this Change Order:

\$ 215,615.00

Contract Times with all approved Change Orders:

Substantial Completion: 90 days

Ready for Final Payment: February 28, 2020
days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
Engineer (if required)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Title: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: _____

Approved by Funding Agency (if applicable)

By: NA

Date: NA

DRAFT

SECTION 00510**AGREEMENT
(EJCDC)**

THIS AGREEMENT is by and between Town of Ayer
(hereinafter called OWNER) and Cullen Electrical Contractors Inc.
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: MAIN ST STREET LIGHT IMPROVEMENTS 2020.

ARTICLE 2 - CONTRACT TIMES*4.01 Contract Time*

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. Work will be substantially complete within **160** calendar days after the date when the Contract Time commences to run provided the General Conditions and completed and ready for final payment within **175** calendar days after the date when the Contract Time commences to run.

4.02 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.01 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **\$ 200** for each day that expires after the time specified in paragraph 4.01 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$ 200 for each day that expires after the time specified in paragraph 4.01 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 paragraphs 5.01.A below:

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

ARTICLE 6 - PAYMENT PROCEDURES*6.01 Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price based on CONTRACTOR's Applications for Payment on or about the last day of each month during performance of the Work as provided in paragraphs 6.01.A.1 and 6.01.A.2 below.

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:

- a. 95 % of Work completed (with the balance being retainage).
- b. 95 % 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 95 % of the Work completed, less such amounts as ENGINEER shall determine and less 95 % of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.02 *Final Payment*

A. Upon final completion and acceptance of the Work OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

ARTICLE 7 - OMITTED

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 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.

E. 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.

F. 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.

G. 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.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - OMITTED

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings as specified.

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Other Provision*

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

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

OWNER:

CONTRACTOR:

Town of Ayer Board of Selectmen

By: _____
Scott A. Houde, Chairman

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

License No. _____
(Where applicable)

Agent for service of process: _____

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

Designated Representative:

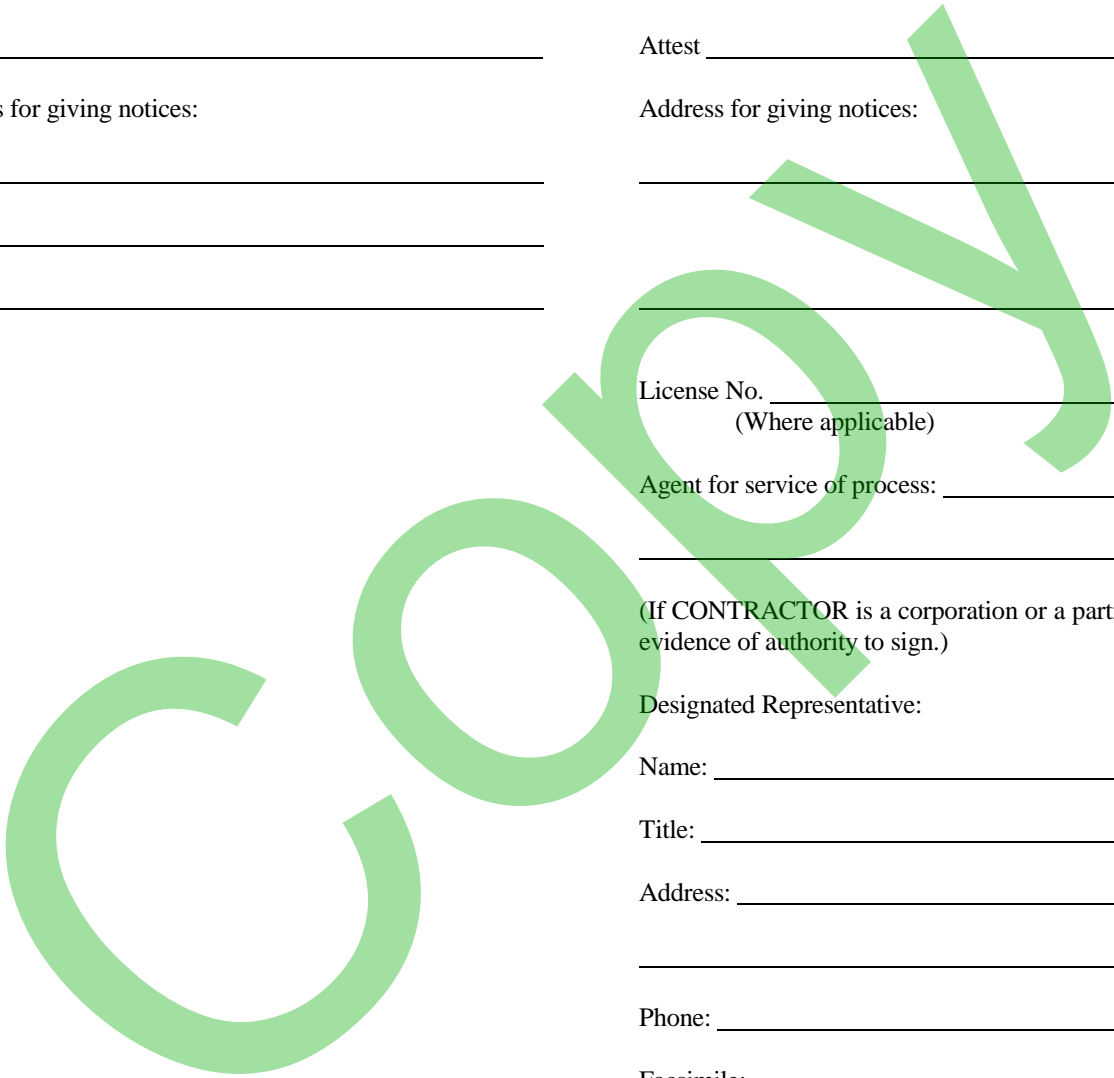
Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____



END OF SECTION

SECTION 00300FORM FOR GENERAL BID

DEPARTMENT OF PUBLIC WORKS
TOWN OF AYER, MASSACHUSETTS
MAIN ST STREET LIGHT IMPROVEMENTS 2020

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

By (Contractor Name): Cullen Electrical Contractors, Inc.
(Address for Giving Notice): 57 Rockwood Rd., Suite # 4
Marshfield, MA 02050

A. The Undersigned proposes to furnish all labor and materials required for the **Main St Street Light Improvements 2020** in Ayer, Massachusetts, in accordance with the accompanying specifications for the contract prices specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda

Number 1
Dated 12/4/19

C. Base Bid - The proposed contract price for the Base Bid including Unit Bid Items 1 through 3 complete is

Fifty one thousand two hundred dollars (\$ 51,200.00).
(in Words) (in Figures)

D. Base Bid Plus Add Alternative 1 complete is Fifty eight thousand four hundred dollars
(in Words)
(\$ 58,400.00).
(in Figures)

E. The subdivision of the proposed contract price is as follows:

Item No.	Estimated Quantity*	Brief description; Unit or lump sum price bid in both words and figures	Total Figure
1	1 EA	Install decorative streetlight -- Single light Six thousand two hundred dollars and <u>zero</u> cents (\$ 6,200.00)	\$ <u>6,200.00</u>

2	2 EA	Remove existing streetlight and install decorative streetlight – Single Light Seven thousand <u>two hundred</u> dollars and <u>zero</u> cents (\$ 7,200.00)	\$ 14,400.00
3	3 EA	Remove existing streetlight and install double decorative streetlight Ten thousand <u>two hundred</u> dollars and <u>zero</u> cents (\$ 10,200.00)	\$ 30,600.00
A-1	1 EA	Add Alternate 1 Remove existing streetlight and install decorative streetlight – Single Light Seven thousand <u>two hundred</u> dollars and <u>zero</u> cents (\$ 7,200.00)	\$ 7,200.00

* Indeterminate quantities assumed for comparison of bids. Quantities are not guaranteed. Payment will be based on actual quantities installed/constructed.

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

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all, the Contract Documents 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.

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

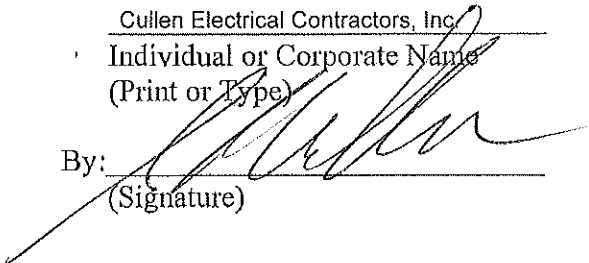
Pursuant to M.G.L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

The undersigned hereby certifies that he/she can 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.

04-254-1550
Social Security Number or
Federal Identification Number

Cullen Electrical Contractors, Inc.
Individual or Corporate Name
(Print or Type)
By: 
(Signature)

RESPECTFULLY SUBMITTED on December 5, , 2019

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) Cullen Electrical Contractors, Inc. (Corporate Seal)

(State of Incorporation) Massachusetts

By (Name and Title of Person Authorized to Sign) John P. Cullen

Attest (Secretary) *[Signature]*

Business address: 57 Rockwood Rd., Suite 4, Marshfield, MA 02050

Phone No.: 781-837-1844

A Joint Venture

By (Name) _____ (SEAL)

(Address) _____

Phone No.: _____

By (Name) _____ (SEAL)

(Address) _____

Phone No.: _____

By (Name) _____ (SEAL)

(Address) _____

Phone No.: _____

(Each joint venturer 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).

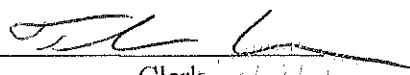
SECTION 00302

CERTIFICATE OF AUTHORITY TO SIGN

At a duly authorized meeting of the Board of Directors of Cullen Electrical Contractors, Inc.
(Company Name)
held on 12/5/19, at which all the Directors were present or waived notice, it was voted
(Date)
that John P. Cullen, _____,
(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
John P. Cullen, President under seal of the Company shall be valid and binding upon this Company.
(Officer/Title)

I hereby certify that the above vote has not been amended or rescinded and remains in full effect as of
this date 12/5/19.

A true copy,

ATTEST 
Clerk

(Corporate Seal)

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

SECTION 00405EXPERIENCE STATEMENT

All questions must be answered with clear and comprehensive data; if necessary, add additional pages.
This statement must be notarized.

1. Name of Bidder Cullen Electrical Contractors, Inc.
2. Permanent Main Office address.
57 Rockwood Rd., Suite 4, Marshfield, MA 0205
3. When organized Oct. 1973
4. Where incorporated Massachusetts
5. How many years have you been engaged in the contracting business under your present firm name? Also state names and dates of previous firm names, if any.
46
6. State work of a similar nature to that stated in the Bid Proposal, including references that will assist the Owner to judge experience, skill and business standing:
Reconstruction of Beach St., Boston: Contact: Philip Vescio, IW Harding Construction, 508-588-2222 x203
Reconstruction of Peal St., Brookline: Contact: David Stabley, IW Harding Construction, 508-588-2222 x201
Intersection Improvement, Cogeshall St., New Bedford: Contact: Bob Haggerty, PA Landers, 781-826-8818
7. Contracts on hand. (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion.)
SCHEDULE ATTACHED
8. General character of work performed by your company.
Our DCAMM statement rating is a 99. In addition to performing our work to high standards we pride ourselves with working with working with the owner to achieve the best job.
9. Have you ever failed to complete any work awarded to you? (Yes) (No) If so, where and why?

10. Have you ever defaulted on a contract? (Yes) (No). If so, where and why?

PART 2 - CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE BUILDING AND NON-BUILDING CONSTRUCTION PROJECTS YOUR FIRM HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

1	2	3	4	5	6	7	8	9
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (yes / no)	CONTRACT PRICE	% NOT COMPLETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 X col. 6)	NO. OF YEARS REMAINING (see note below)	ANNUALIZED VALUE OF INCOMPLETE WORK (col. 7 ÷ col. 8) (divided by)
Bldg 27 Sever Room Naval Station Newport, RI	Electrical	10/30/17 12/31/19	yes	\$360,000.00	1	3,600.00	1	3,600.00
Greather Lowell Tech. H.S Athletic Field Tyngsboro, MA	Electrical	9/1/19 12/31/19	Yes	576,724.00	1	300.00	1	300.00
Beach Street, Boston, MA	Electrical	10/25/18 12/31/19	Yes	212,952.76	7	14,075.55	1	14,075.55
Pearl Street Reconstruction, Brookline, MA	Electrical	4/3/19 12/31/19	Yes	128,121.30	1	439.10	1	439.10
No. Central State Airport, RI	Electrical	10/15/19 2/28/20	Yes	288,800.00	54	155,325.00	1	155,325.00

PART 2 - CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE BUILDING AND NON-BUILDING CONSTRUCTION PROJECTS YOUR FIRM HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

1	2	3	4	5	6	7	8	9
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (yes / no)	CONTRACT PRICE	% NOT COMPLETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 X col. 6)	NO. OF YEARS REMAINING (see note below)	ANNUALIZED VALUE OF INCOMPLETE WORK (col. 7 ÷ col. 8) (divided by)
Coggeshall St. New Bedford, MA	Electrical	3/25/19 12/30/19	Yes	234,847.80	4	4135.80	1	4,135.80
Substation 5 Naval Station, Newport, Ri	Electrical	6/23/17 12/31/19	Yes	86,172.00	20	17,395.20	1	17,395.20

ANNUALIZED VALUE OF ALL INCOMPLETE CONTRACT WORK (Total of Column 9)

\$ 195,270.65

- Column 8
- If less than one year is left in the project schedule, write 1.
 - If more than 12 months are left in the project schedule, divide the number of months left in the project schedule by 12 (calculate to three decimal places).

11. List the more important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
DYS Westborough Site Utility Upgrade; \$520,024.72, June - 2019
Gates 3&4 Boarding Bridges & Ground Power, Worcester Airport; \$404,283.18; October - 2019
Greater Lowell Tech High School Athletic Field Sports Lighting; \$576,724.00; November - 2019
12. List your major equipment available for this contract.
E42 Bobcat excavator; JCB backhoe; Vermeer Trencher, Genie 35' boom lift
13. List your key personnel such as Project Superintendent and foremen available for this contract.
John Cullen, Project Superintendent & Thomas Cullen, Forman
14. Name and address of banking institutions with whom you do business.
Rockland Trust, Jacquie Maddan, 31 Webster St., Marshfield, MA 02050, 781-837-5025
Coastal Heritage Bank, Bill Bowers, 744 Broad St., E. Weymouth, MA 02189 781-796-6059

Do you grant the Owner permission to contact this (these) institutions? (Yes) (No)

Dated at 8:45 AM this 6 day of December, 2019

Main Street Light Improvements 2020 By John Cullen
(Name of Bid)

State of Massachusetts Title President

County of Plymouth) John Cullen being duly sworn, deposes and says that he is

of Cullen Electrical Contractors, Inc. and that the answers to the foregoing questions and
(Name of Organization)

all statements contained therein are true and correct. Sworn to before me this 6 day of
December, 2019

Kelly R. Van Dyke
(Notary Public)

My commission expires January 2, 2020

END OF SECTION



CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith without collusion or fraud with any person. As used in this certification, the "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



Signature of person signing bid or proposal

John Cullen
Print Name

President
Title

Cullen Electrical Contractors, Inc.
Name of Organization/Business

12/5/19
Date



The Commonwealth of Massachusetts
 Executive Office for Administration and Finance
 Division of Capital Asset Management and Maintenance

One Ashburton Place
 Boston, Massachusetts 02108
 Tel: (617) 727-4050
 Fax: (617) 727-5363

CHARLES D. BAKER
 GOVERNOR

MICHAEL J. HEFFERNAN
 SECRETARY, ADMINISTRATION &
 FINANCE

KARYN E. POLITO
 LIEUTENANT GOVERNOR

CAROL W. GLADSTONE
 COMMISSIONER

Prime/General
 Certificate of Contractor Eligibility

CONTRACTOR IDENTIFICATION NUMBER: 0902

This Certificate Shall Be Used for Submitting Prime/General Bids Only

- CERTIFICATION PERIOD:** This Certificate is valid from 6/12/2019 to 6/11/2020
- CONTRACTOR'S NAME:** Cullen Electrical Contractors Inc.
- CONTRACTOR'S ADDRESS:** 57 Rockwood Road, Suite 4, Marshfield, MA 02050
- WORK CATEGORIES:** This Contractor is certified to file bids under Massachusetts General Laws Chapter 149, Chapter 149A and Chapter 25A in the following checked Categories of Work:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Alarm Systems | <input type="checkbox"/> Elevators | <input type="checkbox"/> Historical Masonry | <input type="checkbox"/> Painting |
| <input type="checkbox"/> Asbestos Removal | <input type="checkbox"/> Energy Management Systems | <input type="checkbox"/> Historical Painting | <input type="checkbox"/> Plumbing |
| <input type="checkbox"/> Deleading | <input type="checkbox"/> Exterior Siding | <input type="checkbox"/> Historical Roofing | <input type="checkbox"/> Pumping Stations |
| <input type="checkbox"/> Demolition | <input type="checkbox"/> Fire Protection Sprinkler Systems | <input type="checkbox"/> HVAC | <input type="checkbox"/> Roofing |
| <input type="checkbox"/> Doors & Windows | <input type="checkbox"/> Floor Covering | <input type="checkbox"/> Masonry | <input type="checkbox"/> Sewage & Water Treatment Plants |
| <input checked="" type="checkbox"/> Electrical | <input type="checkbox"/> General Building Construction | <input type="checkbox"/> Mechanical Systems | <input type="checkbox"/> Telecommunication Systems |
| <input type="checkbox"/> Electronic Security Systems | <input type="checkbox"/> Historical Building Restoration | <input type="checkbox"/> Modular Construction/Prefab | <input type="checkbox"/> Waterproofing |

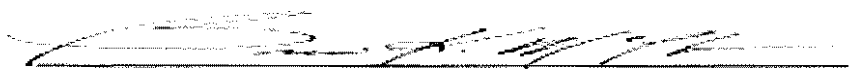
5. EVALUATIONS:

Number of Projects Evaluated:	5
Average Project Evaluation Rating:	99
Number of Projects Below Passing Score:	0

6. PROJECT LIMITS:

Single Project Limit (SPL):	\$1,764,000.00
Aggregate Work Limit (AWL):	\$3,370,000.00
General Building Construction Limit:	N/A

7. SUPPLIER DIVERSITY OFFICE CERTIFICATION: N/A

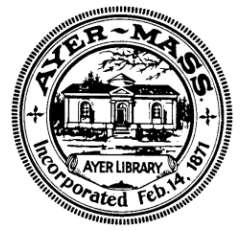

 Brian McPherson, Director of Access and Opportunity,
 for Carol W. Gladstone, Commissioner

6/4/2019
 Approval Date

NOTE TO CONTRACTORS: Complete Applications for Renewal of Contractor Eligibility are due no later than three months PRIOR to the Expiration Date of the Certification Period shown above. Failure to submit Completed Applications timely may result in a gap in Certification or a lapse in Certification altogether for your company.

Reviewer's Initials RB

**Office of the Board of Selectmen
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: December 12, 2019

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Manager

SUBJECT: Town Manager's Report for the December 17, 2019 Board of Selectmen's Meeting

Dear Honorable Selectmen,

I am pleased to transmit to you the following Town Manager's Report for the December 17, 2019 Board of Selectmen's Meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

Administrative Update/Review of Warrant(s):

- I will offer a brief Administrative Update of the various activities, initiatives, and projects of the Administration since the Board of Selectmen last met on December 4, 2019.

Review of Warrant(s):

- I have reviewed, approved, and signed the following Town Warrants since the Board of selectmen last met on December 4, 2019:

Payroll Warrant #20-11 in the amount of \$361,046.11 was reviewed, approved and signed on December 3, 2019

Accounts Payable Warrant #20-11 in the amount of \$639,479.82 was reviewed, approved and signed on December 10, 2019

FY 2021 Budget Update:

- I will offer a brief FY 2021 Budget Update at the Board of Selectmen's Meeting. Please note that the FY 2021 Budget Process is on schedule in accordance with the Town's FY 2021 Budget Calendar. All FY 2021 Departmental Budget are due on Friday, December 13, 2019. Initial budgets will be transmitted to the Board of Selectmen and Finance Committee on Friday, January 3, 2020 in accordance with the Town's FY 2021 Budget Calendar. Preparations are underway for the Initial Public Budget Presentation to a Joint Meeting of the Board of Selectmen and Finance Committee to take place on Monday, January 13, 2020 at 6pm.

Thank you.

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



Broadcast and Recorded by APAC

Wednesday December 4, 2019
Open Session Meeting Minutes

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

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

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

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

Approval of Agenda: J. Livingston asked to add "Town Study Committee" under Selectmen's Questions.

Motion: A motion was made by S. Houde and seconded by J. Livingston to approve the agenda, as amended. **Motion passed 3-0.**

Announcements: S. Houde made the following announcements:

- The Ayer Police Department has begun its annual Holiday Toy Drive and is accepting donations until December 6th of new, unopened, and unwrapped toys.
- The Winter Parking Ban is in effect through April 15. This Annual Parking Ban prohibits parking any motor vehicle on any street or sidewalk in the Town of Ayer between the hours of 12:00 AM and 6:00 AM. The Winter Parking Ban also prohibits parking any motor vehicle on any street or sidewalk in the Town of Ayer during a snowstorm.
- The 4th Annual Downtown Ayer Candlelight Stroll and Tree Lighting will take place on Saturday December 7, 2019 at 5:00 PM.

Public Input: None

Appointment of Board of Selectmen Clerk: S. Houde and J. Livingston welcomed new BOS member Shaun Copeland and congratulated him on his victory.

Motion: A motion was made by J. Livingston and seconded by S. Houde to appoint S. Copeland as BOS Clerk. **Motion passed 3-0.**

Public Hearing – Pole Petition – National Grid – No. 26858891 – Sandy Pond Road: S. Copeland opened the public hearing by reading the public hearing notice. Mr. Javier Morales from National Grid was in attendance. DPW Superintendent Mark Wetzel had questions relative to the location of poles and tree removal in the area. Mr. Morales stated that design for installation aims to prevent as much tree cutting as possible, though some trees will have to come down.

Motion: A motion was made by J. Livingston and seconded by S. Houde to approve the pole petition as submitted. **Motion passed 3-0.**

FY '20 Tax Classification Public Hearing – Tom Hogan, Assessing Administrator and Board of Assessors: The BOS was joined by Assessing Administrator T. Hogan and Board of Assessor Member John Kilcommins. T. Hogan presented four items as it relates to the FY' 20 tax rate, pursuant to MGL c.40 §56: 1) open space discount, 2) residential exemption 3)

small commercial exemption 4) and the adoption of a residential factor. T. Hogan reported that the total property values in Ayer increased about 5.6%.

T. Hogan gave a brief overview of the open space discount and reported that the Board of Assessor's are not recommending adoption.

Motion: A motion was made by J. Livingston and seconded by S. Copeland to not adopt the open space discount. **Motion passed 3-0.**

T. Hogan gave a brief overview of the residential exemption citing it was very common in seasonally popular communities and communities with a large rental market.

Motion: A motion was made by S. Houde and seconded by S. Copeland to not adopt the residential exemption. **Motion passed 3-0.**

T. Hogan gave a brief overview of the small commercial exemption citing that the Town had researched this in-depth last year and did not accept it. He stated that if the Town were to adopt the small commercial exemption, that it would basically create a third tax rate. He is not recommending adoption.

Motion: A motion was made by S. Copeland and seconded by J. Livingston to not adopt the small commercial exemption. **Motion passed 3-0.**

T. Hogan reported that 67% of the total valuation is residential and 33% is Commercial, Industrial, Personal Property or "CIP". He compared Ayer to the City of Boston, which has a 67%/33% residential/CIP split. T. Hogan also reported that single family home valuation and commercial/industrial property increased about 5%.

T. Hogan stated that the Board of Assessor's is recommending a CIP Shift Factor of 1.54. He also noted that the increase is higher than last year but that is due to the one-time capital expenditure exclusion for the purchase of the fire truck.

Motion: A motion was made by S. Houde and seconded by J. Livingston to adopt a residential factor of .734081. **Motion passed 3-0.**

Superintendent Mark Wetzel, Dept. of Public Works: M. Wetzel thanked the DPW staff for their hard work during the most recent snow event. M. Wetzel also announced the Municipal Vulnerability Planning Workshops will be held on January 9, 2020 and January 16, 2020.

Approval of Change Order for Waterline Industries – M. Wetzel is requesting approval of Change Order 5 for the Wastewater Treatment Plant Phase 1 Upgrade Contract with Waterline Industries. The Change Order is the final quantity change order for \$14,104.50, which adjust the contract for the actual quantities measured under the bid.

Motion: A motion was made by J. Livingston and seconded by S. Houde approve Change Order 5 between the Town of Ayer and Waterline Industries. **Motion passed 3-0.**

Central Avenue – Groton Harvard Road Intersection – M. Wetzel was joined by Police Chief William Murray to discuss the intersection of Central Ave. and Groton Harvard Road. In doing an analysis of the recent accidents, both reported that there is no single reason or relating factor for the accidents. M. Wetzel stated that fixes to the intersection must be done by both Town and MassDOT regulations. In the short term, he is recommending the installation of flashing LED STOP signs in each direction and additional signage on Groton Harvard Road and Central Avenue to warn motorists. He is also recommending a complete engineering report with preliminary design for the intersection. R. Pontbriand then asked the BOS to consider the authorization of up to \$35,000 from UDAG for both the installation of the signage and the engineering report. He is recommending that the funds be replenished at a future town meeting.

Motion: A motion was made by J. Livingston and seconded by S. Houde to approve up to \$35,000 in UDAG funding relating to improvements at the Central Ave/Groton Harvard Road intersection to be replenished with Free Cash at a future Town Meeting. **Motion passed 3-0.**

Grant of Easement for Electric Utility Installation - 0 Park Street Parking Lot — M. Wetzel presented an Easement Agreement to allow National Grid to install and maintain an overhead electrical system at 0 Park Street. Power is being brought to the site to service a proposed electrical electric vehicle (EV) charging station, which the Town has received a grant to install.

Motion: A motion was made by S. Houde and seconded by S. Copeland to approve the Grant of Easement to National Grid. **Motion passed 3-0.**

Town Manager's Report: *Administrative Update/Review of Warrant(s)* - R. Pontbriand provided an administrative update of the various activities, initiatives, and projects of the Administration since the BOS last met. He also referenced the Meeting Packet for a list of Payroll and Accounts Payable Warrants that have been signed since the last meeting. He thanked Town Clerk Susan Copeland, Facilities Director Chuck Shultz, and the Department of Public Works for their efforts in making sure the December 3, 2019 Special Election occurred despite receiving a two-foot snowstorm the day before. R. Pontbriand also reported that the Capital Budget Committee met earlier today for their first meeting of the FY'21 capital budget season; the Ribbon Cutting for the Rail Trail/Commuter Rail Lot is being held on Monday December 9, 2019; and that the DPW would be doing overnight snow removal in the downtown on Thursday night in preparation for the Holiday Stroll. R. Pontbriand also announced that Town Moderator Tom Horgan had reached out to him to announce that moving forward town meetings will be conducted in accordance with "Town Meeting Time" rather than "Robert's Rules of Order".

Approval of 2020 License Renewals - C. Antonellis presented the BOS with the list of the 2020 License Renewals. After consulting with Town Counsel, she is recommending that the full BOS vote on all licenses, except for Tiny's Restaurant because Selectman Copeland is employed there. After that vote, S. Copeland could recuse himself and the remaining members could vote for Tiny's licenses.

<u>Business Name</u>	<u>Business Address</u>	<u>Map and Parcel</u>	<u>License Type</u>
Toreku Tractor & Equipment, Inc.	4 Littleton Road	35-9	Class 1
Gervais Inc.	5 Littleton Road	35-24/25	Class 1
Trailer Home Sales	1 Fitchburg Road	19-8	Class 1
Central Collision Center	121 Central Avenue	27-11	Class 2
Don's Auto Sales	9 Bishop Road	19-9	Class 2
J.C. Madigan, Inc.	8 Shaker Road	43-4 & 43-7	Class 2
Terranova Auto Body	40 Littleton Road	35-15	Class 2
Smart Auto Sales, Inc.	42 Littleton Road	35-16	Class 2
Rt 2A Auto Sales, Inc.	77 Fitchburg Road	11-16	Class 2
Power of Honesty, Inc.	179 West Main Street	32-22	Class 2
Ayer Auto Repair, LLC.	85-87 Central Avenue	27-106/107	Class 2
Turbo Lube	21 Fitchburg Road	11-50	Class 2
Ultimate Car Care	1 Bishop Road	19-199	Class 2
Harry Schwartz & Sons, Inc.	20 Sandy Pond Road	28-86	Class 3
Subway	1 Mill Street	26-82	CV
Ayer Convenience	60 Park Street	19-16	CV
Deven's Pizza & Deli	210 West Main Street	32-30	CV
McDonald's Restaurant	2 Sandy Pond Road	35-4	CV
Wendy's Restaurant	2 Barnum Road	35-17	CV
Woo Jung Restaurant	174 West Main Street	32-40	CV
Verona Pizza & Seafood	18 Park Street	26-21	CV
Dunkin Donuts	18 Park Street	26-21	CV

Karyn's Kitchen	200 West Main Street	32-21	CV
Ayer Gulf	26 Park Street	26-19	CV
The Cottage Restaurant	18 Main Street	26-93	CV
Wok & Roll	49 Park Street	19-31	CV
Lazy Mary's	30 Littleton Road	35-12	CV
Taco Bell	4 Sandy Pond Road	35-3	CV
Union Coffee	25 Main Street #1	26-223	CV
Tipo Taco's	35 Main Street	26-187	CV
Ruby Donut Shop	210 West Main Street	32-30	CV
Junction RPD	60 West Main Street	26-72	CV
Ayer Shop 'n Save	22 Fitchburg Road	18-2	s15BW
Ayer Package Store, Inc.	48 Main Street	26-89	s15AA
The Vineyard	63 Park Street	19-30	s15AA
Traffic Circle Liquors, Inc.	2 Littleton Road	35-7	s15AA
Barnum Road Liquors, Inc.	1 Barnum Road	34-86	s15AA
Archer's Mobil	70 Main Street	26-87	s15BW; CV
Chung Ge Market	210D West Main Street	32-30	s15BW; CV
Pauline's Variety	67 1/2 East Main Street	34-42	s15BW; CV
Ayer Gun & Sportsmen's Club	225 Snakehill Road	14-1/14-4/14-7	s12BWC; CV
Carlin's	7 Depot Square	26-329	s12AA; CV; Amusement; Sunday Entertain;
Billiard's Café	39 Main Street	26-187	s12AA; CV; Amusement; Sunday Entertain;
Lucia's Tavola Ristorante	31 Main Street	26-187	s12AA; CV
Markoh's on Main	43 Main Street	26-187	s12AA; CV
Shaker Hills Country Club	146 Shaker Road	43-5	s12AA; CV
Tiny's Restaurant	2 Groton School Road	19-7	s12AA; CV; Amusement
Nashoba Club	14 Central Avenue	26-278	s12AA; CV; Amusement
9 Main Ayer, Inc.	9 Main Street	26-228	s12AA; CV
Bar 25	25 Main Street	26-223	s12AA; CV

Motion: A motion was made by J. Livingston and seconded by S. Copeland to approve the list above except for Tiny's Restaurant pending the submission of all necessary payments and required documents. **Motion passed 3-0.**

S. Copeland recused himself.

Motion: A motion was made by S. Houde and seconded by J. Livingston to approve Tiny's Restaurant 2020 License Renewals pending the submission of all necessary payments and required documents. **Motion passed 2-0.**

S. Copeland rejoined the BOS.

New Business/Selectmen's Questions: *Town of Ayer - Devens Jurisdiction Committee (Selectman Houde)*- S. Houde made a brief presentation outlining the goals and objectives for the Ayer Devens Jurisdiction/Disposition Study Committee which was created by the Board back in November 2018. The Committee is charged with the planning for and initiating discussion with the appropriate parties with the goal of presenting a plan to the Town of Ayer Voters to resume jurisdiction over the land presently part of Devens formerly under the jurisdiction of the Town of Ayer. The Committee will be analyzing in detail the financial impacts and social impacts of disposition on the Town of Ayer. S. Houde stated that the Committee is to consist of one Selectman, two members of the Planning Board, five residents including one from Devens and the Director of Economic and Community Development. S. Houde stressed that the Committee needs to be

appointed and formed soon and that members need to be prepared for a “deep dive” into a lot of data and analysis with respect to finances, infrastructure, liability and other research areas. This will also be a long-term process and commitment.

R. Pontbriand advised that the Director of Economic Development has some potential leads on potential resident members and that we will go back to the Planning Board to secure two of their members. He further advised that the challenge in forming the Committee as we have to date not had a lot of interest from residents in joining.

J. Livingston stated that this Committee would work well with the Devens Framework Committee in that both Committees can share and exchange information. There are a lot of details that need to be looked at such as all property on Devens which is still Federal or Military property. Issues of the boundary lines cutting through places like Vicksburg Square. There are a lot of pros and cons to each of these issues and we will find that as we proceed in some instance’s cons could turn into pros.

S. Houde stated that he has never seen a good map of Devens. J. Livingston concurred and stated that is one of the issues that the Devens Framework Committee is working on.

S. Houde stated does disposition have to be all or nothing in terms of the land. J. Livingston stated that is another key issue. Perhaps we need to negotiate specific lands and not get caught up with the traditional boundaries. We also really need to understand the costs of resuming jurisdiction. Some of the potential land for Ayer are the large parade ground fields. Who is going to cut the grass and maintain them? There will be increased costs and the need for increased personnel in many instances.

S. Houde concurred and stated that is why we need both Committees. The local committee to work on the Ayer specific impacts and the Devens Framework Committee to work on the larger issues with the other Towns and MassDevelopment.

R. Pontbriand stated that we need to get the local Committee formed and, in the meantime, we can start to organize and collect some of the data through our various Town Departments.

Town Government Study Committee (Selectman Livingston) – J. Livingston stated that it has been ten years since the last Town Government Study Report. The last Town Government Study Report recommending changing the Board of Selectmen from five members to three members which was ultimately adopted by a two-part process: Town Meeting approval and approval by the ballot and was implemented in April of 2014. Recently there has been some talk from a few individuals about the Board of Selectmen going back to a five-member board. The same process to make that change would have to be followed and there are people who will want a five-member board and people who want the three-member board.

S. Copeland asked who makes up the Committee? J. Livingston stated that she was not sure of the exact composition of the Committee since it occurred in 2010 before her time but there appears that there was a Selectman on the Committee.

J. Livingston stated that she wanted to bring this issue up before the Board and asked that it be on the agenda for the next Board Meeting for further discussion by the Board as well as a discussion on what would be involved in forming the Committee. S. Houde agreed that it will be on the agenda for the next Board Meeting.

Approval of Meeting Minutes:

Motion: A motion was made by S. Houde and seconded by J. Livingston to approve the meeting minutes from October 15, 2019; October 28, 2019; November 5, 2019 (5:30 PM); November 5, 2019 (6:00 PM); November 19, 2019. **Motion passed 3-0.**

Adjournment: A motion was made by J. Livingston and seconded by S. Copeland to adjourn at 7:55 PM. **Motion passed 3-0.**

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

Date Minutes Approved by BOS: _____

Signature Indicating Approval: _____

DRAFT