

RECEIVED

JUL 12 2019

TOWN OF AYER  
TOWN CLERK

10:30 AM ef

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



**Tuesday July 16, 2019**  
**Open Session Meeting Agenda**

- 7:00 PM** **Call To Order**  
Pledge of Allegiance; Review and Approve Agenda; Announcements
- Public Input**
- 7:05 PM\*** **Joint Appointment of Parks Commissioner by BOS and Parks Commission**
- 7:10 PM** **Change of Hours Request - The Vineyard, 63 Park Street**
- 7:15 PM** **Proposed DRAFT Community Host Agreement - Pharmaseed, Inc.**
- 7:35 PM** **Mark Wetzel, DPW Superintendent**
1. Execution of Contract for Grove Pond Water Treatment Plant PFAS Treatment
  2. Execution of Contract for 2019 Water System Hydrant Replacement
  3. Execution of Contract for Grove Pond Water Treatment Plant Filter Media Replacement
  4. 2019 Paving and Road Treatment Contract
  5. General DPW Update
- 8:00 PM** **Alan Manoian, Director, Community & Economic Development**
1. Welcome to Ayer Sign
- 8:05 PM** **Town Manager's Report**
1. Administrative Update/Review of Warrant(s)
  2. Appointments - Cultural Council
  3. Rate Review Committee - Change of Terms from 1 Year to 3 Years
  4. Authorization to Execute Town Hall Chiller Contract
  5. August BOS Meeting Date
- 8:15 PM** **New Business/Selectmen's Questions**
1. Elementary School Update (Selectman Houde)
  2. Building Department Permit Fees (Selectman Hillman)
  3. Underground Electric - Park Street (Selectman Hillman)
- 8:35 PM** **Approval of Meeting Minutes**  
June 18, 2019
- 8:40 PM** **Executive Session Pursuant to MGL Chapter 30A, Sec. 21A**
1. Exemption #3 (Litigation Strategy) Fire Foam Litigation (PFAS/PFOA)
  2. Exemption #3 (Litigation Strategy) Lahiff v. Town of Ayer

**Adjournment**

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

*\*\* The BOS will adjourn at the conclusion of Executive Session*

*The next regularly scheduled meeting of the Ayer Board of Selectmen will be set at this BOS meeting.*

**From:** Jeff Testa [REDACTED]  
**Sent:** Sunday, July 07, 2019 11:01 AM  
**To:** [tm@ayer.ma.us](mailto:tm@ayer.ma.us)  
**Cc:** 'Jeff Testa' [REDACTED]  
**Subject:** Parks Commission Vacancy

Dear Sir or Madam,

I am writing to express my interest in the vacant Ayer Parks Commission position. I am committed to and would appreciate an opportunity to see the town's recreational facilities and programs continue to flourish. Both my children have participated and continue to participate in the recreational programs in town. I am currently a member of both the Ayer Shirley Youth Soccer and Ayer Shirley Youth Basketball Boards. I have been coaching youth soccer and basketball in town for the past eight years and continue to do so.

I also volunteer to coach the girls 7<sup>th</sup> grade travel basketball team in the winter and have been doing so since the girls were in 5<sup>th</sup> grade. We play in the Central Mass Youth Basketball League during the winter as well as the summer. This allows the kids the opportunity to do one of the things they love all year round while also allowing them to grow as individuals.

I appreciate your time and hopefully you will consider me a candidate for this vacancy.

Best regards,

Jeff Testa

**From:** [Chief William Murray](#)  
**To:** [Carly Antonellis](#)  
**Cc:** [Deputy Chief Brian Gill](#); [Robert Pontbriand](#)  
**Subject:** RE: Change of Hours Request - The Vineyard  
**Date:** Thursday, July 11, 2019 3:16:36 PM  
**Attachments:** [image001.png](#)

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Carly,

I have no concerns. The time falls within State guidelines and there have been no incidents at the store.

Sincerely,

Chief William A. Murray  
Ayer Police Department  
54 Park Street  
Ayer, MA 01432  
978-772-8200



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*"We think we listen, but very rarely do we listen with real understanding, true empathy. Yet listening, of this very special kind, is one of the most potent forces for change that I know."*

Carl Rogers

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**From:** Carly Antonellis [mailto:cantonellis@ayer.ma.us]  
**Sent:** Thursday, July 11, 2019 2:30 PM  
**To:** Chief William Murray <pdchief@ayer.ma.us>  
**Cc:** Deputy Chief Brian Gill <bgill@ayer.ma.us>; Robert Pontbriand <ta@ayer.ma.us>  
**Subject:** Change of Hours Request - The Vineyard  
**Importance:** High

Dear Chief,

Jeff Gendron has submitted a request to the BOS to amend his hours of operation as follows:

Current: Monday – Saturday 10:00 AM – 9:00 PM; Sunday 10:00 AM – 9:00 PM  
Proposed: Monday- Saturday 9:00 AM – 10:00 PM; Sunday remain the same.

Do you have any issues with this?

*Carly*

Carly M. Antonellis  
Assistant Town Manager  
Ayer Town Hall, 1 Main Street  
Ayer, MA 01432  
978-772-8220  
[cantonellis@ayer.ma.us](mailto:cantonellis@ayer.ma.us)

 Please consider the environment before printing this email.

Ayer Vineyard LTD

DBA The Vineyard

63 Park Street

Ayer. MA 01432

June 18, 2019

**Subject: Board of Directors Vote**

On June 18, 2019, the Board of Directors of Ayer Vineyard LTD, voted in favor of a change in operating hours.

The changes will be as follows:

Monday-Saturday 9am-10 pm and

Sunday 11am-8pm.

A handwritten signature in black ink, which appears to read "Jeffrey P. Gendron", is written over a horizontal line. To the right of the signature, the date "6/18/19" is handwritten.

Jeffrey P. Gendron,

President/Treasure of Ayer Vineyard LTD

The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street  
Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

RECEIVED  
JUN 19 2019

TOWN OF AYER  
SELECTMEN'S OFFICE

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM

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

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: NO FEE

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

LICENSEE NAME: Ayer Vineyard LTD/ DBA The Vineyard

ADDRESS: 63 park Street

CITY/TOWN: Ayer

STATE MA

ZIP CODE 01432

**TRANSACTION TYPE (Please check all relevant transactions):**

Change of Hours

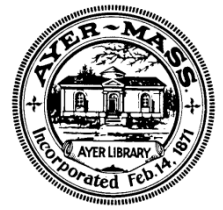
Change of DBA

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

**ALCOHOLIC BEVERAGES CONTROL COMMISSION  
P. O. BOX 3396  
BOSTON, MA 02241-3396**

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


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

**Memorandum**

To: Board of Selectmen  
Robert A. Pontbriand, Town Manager

From: Carly Antonellis, Assistant Town Manager 

Date: July 12, 2019

Re: Proposed DRAFT Community Host Agreement – Pharmaseed, Inc.

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Dear BOS,

Now that recreational zoning is in place in Ayer (pending final approval from the Attorney General’s Office), we have been approached by Justin Smith of Pharmaseed, Inc. He is looking to locate a Recreational Marijuana Cultivation Facility at 4 New England Way. This will require local permitting as well as, approval by the Cannabis Control Commission.

The first step in this process, however (as mandated by the State) is to enter into a Host Community Agreement with the Town. Pharmaseed, Inc., at my request, has drafted an agreement for initial review by Departments and the Board of Selectmen. Pharmaseed, Inc. has also met with Chief Murray to detail their security plans. Because this is the initial step in the process, there is no more detail than this. They cannot proceed without the Host Agreement in place first. Again, this will be subject to local permitting and the regular process once/if the applicant gets provisional approval from the Cannabis Control Commission.

This DRAFT Host Agreement contains a provision to give Ayer 1% of their gross wholesale sales to Ayer. Because this is a cultivation only facility, the 3% sales tax does not apply. (We will be getting the 3% sales tax from Gage, Inc., once it opens.) Host Agreements for non-retail sites are typically less generous, because the impact is far less. With that being said, if we notice in 5 years (length of the agreement) that we’ve spent or used more than the “usual” in dealing with these facilities, we can renegotiate a new agreement to include those fees, pursuant to MGL 94G sec. 3(d)- the payments shall be “reasonably related to the costs imposed upon the municipality by the Company’s operations”. All Town Departments will be tracking these costs moving forward.

Attached hereto are initial comments/feedback from Town Departments, who have reviewed the proposed DRAFT agreement.

Thank you!

## **Department Head Comments – DRAFT Community Host Agreement – Pharmaseed, Inc.**

### **Fire Department**

Impact for the Fire Department will be with inspections while the current building is being renovated into the new use; and then a yearly inspection. I have not seen any plans on what they intend to do to the building so I cannot estimate the impact yet. When Companionate Care and Gauge were being renovated it took us considerable time to research and work with the Fire Marshal's Office on the fire protection features that were required. If there is money coming from the host agreement to departments the SAFE program could use a boost.

Chief Robert Pedrazzi  
Ayer Fire Department

### **Police Department**

I have already met with Justin, his partner David Giannetta, and Director of Security Mike Allen. I have their security plan and detailed drawings.

Chief William A. Murray  
Ayer Police Department

### **Building Commissioner**

Without plans to review I cannot estimate how long the plan review process will take compared to other commercial buildings/renovations. I do know it will take significantly longer due to different regulations/codes that will have to be researched. After the review process is complete the inspections should be the same as other commercial projects.

Charles R. Shultz, Jr.  
Building Commissioner

### **Conservation Commission**

I don't think Conservation has any concerns with this.

Jo-Anne Crystoff  
Conservation Administrator



**HOST COMMUNITY AGREEMENT FOR THE SITING OF A RECREATIONAL MARIJUANA CULTIVATION ESTABLISHMENT IN [MUNICIPALITY]**

This Host Community Agreement (the “**Agreement**”) is entered into this 16th day of July, 2019 (the “**Effective Date**”) by and between The Town of Ayer, acting by and through its BOARD OF SELECTMEN, with a principal address of 1 Main Street (hereinafter, the “**Municipality**”), and Pharmaseed Inc, with a principal office address of 4 New England Way (hereinafter, the “**Company**”) (Municipality and Company, collectively the “**Parties**”).

**RECITALS**

WHEREAS, Pharmaseed intends to site and operate a licensed Recreational Marijuana Cultivation Establishment only (“**RME**”) at 4 New England Way (the “**Facility**”) for the cultivation of recreational marijuana in accordance with the laws of the Commonwealth of Massachusetts (“**MA Law**”) and those of the Municipality (“**Local Law**”);

WHEREAS, Pharmaseed, Inc. desires to be a responsible corporate citizen and contributing member of the business community of the Municipality, and in the event the contingencies noted below are met, intends to provide certain benefits to the Municipality as a consequence of the potential unique impacts affecting the Municipality as a result of the Company locating and operating in the Municipality; and

WHEREAS, the Municipality supports Company’s intention to operate a RME for the cultivation of recreational marijuana only at the Facility.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual promises set forth below, the parties agree as follows:

**AGREEMENT**

1. **Host Community Payments**. In the event that Company obtains a final license, or its equivalent, for the operation of a RME in the Municipality from the Massachusetts Cannabis Control Commission (the “**Commission**”), and receives all necessary approvals from the Municipality to operate a RME at the Facility, and begins operating a RME at the Facility, then Company agrees to the following:
  - a. The Company shall make annual payments retroactively to the Municipality of one percent (1%) of the gross wholesale sales to other registered Marijuana Establishments in the Commonwealth of recreational marijuana and recreational marijuana products (collectively “**Recreational Marijuana**”) cultivated at the Facility (the “**RME Payment**”).

- b. The initial RME Payment for year one shall be due on the first (1<sup>st</sup>) day of the fourteenth (14<sup>th</sup>) month following the date that the Company begins wholesale sales of Recreational Marijuana to registered Marijuana Establishments in the Commonwealth (the “**Initial RME Payment**”).
  - c. Subsequent RME Payments shall be due on each anniversary of the Initial RME Payment date for the term of the Agreement; there shall be a total of five payments due and payable retroactively in accordance with the terms herein.
  - d. RME Payments are expressly included as “other municipal charges” pursuant to G.L. c. 40, § 57. The Municipality licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers, of the Company or agent thereof if Company’s name appears on a list furnished to the licensing authority from the MUNICIPALITY COLLECTOR of individuals delinquent on their taxes and/or other municipal charges. Written notice must be given to the Company by the TAX COLLECTOR, as required by applicable provision of law, and the Company must be given the opportunity for a hearing not earlier than fourteen (14) days after said notice.
2. **Term and Termination.** The Term of this Agreement shall be five (5) years from the Effective Date (the “**Term**”). This Agreement shall automatically terminate at the end of the Term; provided however, the provisions for the final payment resulting from impacts in year 5, due and payable in year 6, shall survive the termination date. In the event Company ceases all RME operations in the Municipality, this Agreement shall become null and void. In the event Company loses or has its RME license(s), approvals, and/or permits to operate in the Municipality revoked by the Commission, this Agreement shall become null and void. If this Agreement is terminated due to the Company’s noncompliance with the terms hereof or the obligations contained herein, including compliance with state and local law, the Company shall be required to cease operations following the termination of this Agreement. The Parties may agree to renegotiate or renew this Agreement prior to the end of the Term, including RME Payments, to the extent permissible by law.
3. **Payments.** The Company shall make the payments to the Municipality as set forth in Section 1 of this Agreement. While the Municipality has the sole discretion for determining how to spend the RME Payment(s), the Municipality understands and acknowledges that, as required by M.G.L. c. 94G, § 3(d), the RME Payments shall be reasonably related to the costs imposed upon the Municipality by Company’s operation of a RME in the Municipality. Furthermore, the Municipality understands and acknowledges that, pursuant to M.G.L. c. 94G, § 3(d), any cost to the Municipality imposed by Company’s operation of a RME in the Municipality shall be documented and considered a public record pursuant to MA Law. The Company shall maintain financial records of its gross sales and shall make such documentation available for review by the Municipality on a confidential basis. The Company acknowledges that the impacts of its operation may be impracticable to ascertain and assess as impacts may

result in budgetary increases though not separately identified, and consequently, the Company acknowledges that the payments due under this Agreement are reasonably related to Municipal impacts.

4. **Acknowledgements.** The Municipality understands and acknowledges that any RME Payments due pursuant to this Agreement are contingent upon the Company's receipt of all state and local approvals to operate a RME at the Facility.
5. **Accounting and Review.** The Company shall submit financial records to the Municipality not later than February 1<sup>st</sup> of each calendar year, with a certification of the gross sales for said year.

If requested by the Municipality, Company shall submit to the Municipality copies of any additional financial records that it is required to submit to the Commission.

Company shall maintain its books, financial records and other compilations of data pertinent to the requirements of this Agreement in accordance with standard accounting practices and the regulations or guidelines of the Commission. All records shall be retained for a period of at least seven (7) years.

So long as this Agreement is in effect and for a period of three (3) years thereafter, the Municipality shall have the right to examine, audit and copy those portion(s) of Company's books and financial records which relate to the determination of the sum of the contribution(s) required by Section 3, above. Examinations may be made upon not less than thirty (30) days prior written notice from the Municipality and shall occur only during normal business hours at such place where said books and financial records are maintained. The Municipality's examination, copying or audit, as aforesaid, shall be conducted in such manner as to not interfere with Company's normal business activities.

6. **Local Taxes.** At all times during the Term of this Agreement, property, both real and personal, owned or operated by Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by Company or by its landlord, and neither Company nor its landlord shall object or otherwise challenge the taxability of such property.
7. **Other Payments.** The Company shall pay any and all fees associated with its annual purchases of water from all local government agencies. The Company will pay any and all fees associated with the local permitting of the Marijuana Establishment.
8. **Community Support and Additional Obligations.**
  - a. Local Vendors – to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to qualified local

businesses and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility.

- b. Employment/Salaries – except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to hire qualified residents of the Municipality as employees of the Facility.
  - c. The Company will work cooperatively with all necessary municipal departments, boards, commissions, and agencies ensure that Company’s operations are compliant with all of the Municipality’s codes, rules, and regulations.
9. **Support.** The Municipality agrees to submit to the Commission all documentation and information required by the Commission from the Municipality for the Company to obtain approval to operate a RME for the cultivation of Recreational Marijuana at the Facility. The Municipality agrees to support Company’s application(s) for a RME for the cultivation of recreational marijuana with the Commission but makes no representation or promise that it will act on any other license or permit request in any particular way other than by the Municipality's normal and regular course of conduct and in accordance with their codes, rules, and regulations and any statutory guidelines governing them.
10. **Limitation on Operations.** The Company acknowledges and agrees that this Agreement covers the operation of a RME for the cultivation of Recreational Marijuana at the Facility and no other business enterprise shall be undertaken at the Facility absent express agreement of the Municipality.
11. **Security.** Company shall maintain security at the Facility in accordance with a security plan presented to the Municipality and approved by the Commission. In addition, the Company shall at all times comply with MA Law and Local Law regarding security and operation of the Facility. Such compliance shall include, but will not be limited to, after-hours contact information and access to surveillance operations; and requiring employees to produce their ID card issued by the Commission to law enforcement, upon request.

Company shall promptly report the discovery of the following to Municipality police within twenty-four (24) hours: diversion of marijuana; unusual discrepancies identified during inventory, theft, loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, distribution, and delivery of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security

alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

12. **Compliance with Law.** The Company agrees to comply with all MA Law and Local Laws, rules, regulations, and orders applicable to the RME, such as provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for operation of the RME.
13. **Governing Law.** This Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the principals of conflicts of law thereof. The Parties expressly waive any defense to enforcement based upon nonconformance with federal law regarding the illegality of marijuana.
14. **Amendments/Waiver.** Amendments or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all Parties, prior to the effective date of the amendment.
15. **Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both Parties would be substantially or materially prejudiced.
16. **Successors/Assigns.** This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives. The Municipality shall not assign or transfer any interest or obligations in this Agreement without the prior written consent of the Company, which shall not be unreasonably delayed, conditioned, or withheld. The Company shall not assign or transfer any interest or obligation in this Agreement without the prior written consent of the Municipality, which shall not be unreasonably delayed, conditioned, or withheld.
17. **Entire Agreement.** This Agreement constitutes the entire integrated agreement between the Parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the Parties hereto.
18. **Notices.** Except as otherwise provided herein, any notices given under this Agreement shall be addressed as follows:

To the Municipality:

Town of Ayer  
c/o BOARD OF SELECTMEN  
1 Main Street  
Ayer, Ma 01432

To the Company:

Pharmaseed, Inc.  
4 New England Way  
Ayer, Ma 01432

With a copy to:  
Vincente Sederberg, LLP  
2 Seaport Lane, 11th Floor Boston Ma 02210

Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first-class mail on such date.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have duly executed this Host Community Agreement on the date set forth above.

**Town of Ayer**

**Pharmaseed Inc.**

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

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

DRAFT

N/E  
WELLS FAMILY TRUST

LANE

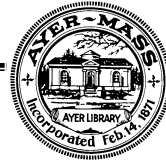


INDUSTRIAL ZONING DISTRICT  
INDUSTRIAL ZONING DISTRICT

916.911  
N/E  
MASOYA FOODS, INC.  
MASAY USA, INC.







## MEMORANDUM

Date: July 9, 2019  
To: Board of Selectmen  
From: Mark Wetzel, P.E., Superintendent of Public Works  
Dan Van Schalkwyk, P.E., Town Engineer  
Subject: **Agenda Items for July 16, 2019 BOS Meeting**

1. **Execution of Contract for Grove Pond Water Treatment Plant PFAS Treatment Facilities Project –**

General bids for the Grove Pond Water Treatment Plant PFAS Treatment Facilities Project were opened on June 5, 2019. We received two (2) bids, \$3,139,889.00 and \$3,337,677.00, for the total base bid. The low bidder is Winston Builders Corporation of Westboro, MA.

We recommend executing the contract with Winston Builders Corporation for the total base bid of \$3,139,889.00.

Requested Motion – Vote to execute the Contract with Winston Builders Corporation for the Grove Pond Water Treatment Plant PFAS Treatment Facilities Project.

2. **Execution of Contract for 2019 Water System Hydrant Replacement –**

General bids for the Water System Hydrant Replacement Project were opened on June 25, 2019. We received 9 bids ranging from \$60,500.00 to \$103,033.00 for the total base bid. The low bidder is Cedrone Corporation of North Billerica, MA.

We recommend executing the contract with Cedrone Corporation for the total base bid of \$60,500.00.

Requested Motion – Vote to execute the Contract with Cedrone Corporation for the 2019 Water System Hydrant Replacement Project.

3. **Execution of Contract for Grove Pond Water Treatment Plant Filter Media Replacement –**

General bids for the Water System Hydrant Replacement Project were opened on June 20, 2019. We received 5 bids ranging from \$273,000.00 to \$427,677.00 for the total base bid. The low bidder is Winston Builders Corporation of Westboro, MA. It should be noted the bid also included an hourly labor rate and material markup for additional services. During construction, the internals of the vessels will be inspected by a filter professional for defects which could result in additional services.

We recommend executing the contract with Winston Builders Corporation for the total base bid of \$273,000.00.

Requested Motion – Vote to execute the Contract with Cedrone Corporation for the 2019 Water System Hydrant Replacement Project.

4. **2019 Paving and Road Treatment Contract –**

Bids for 2019 through 2021 Road Paving and Treatment were opened on May 3, 2019. This is for Chapter 90 projects and includes paving and sealing of roads. The contract is awarded for one year with the option of extending the contract for two additional years. We received 5 bids and PJ Albert Inc. of Fitchburg, MA is the low bidder.

We recommend executing the contract with PJ Albert Inc.

Requested Motion – Vote to execute the Contract with PJ Albert Inc. for FY20 road paving.

5. **General DPW Update for:**

- a. PFAS
- b. Chapter 90 Paving
- c. Prospect and Oak Streets CDBG Project
- d. MassWorks Grant for West Main Street
- e. DPW Highway Storage Garage
- f. MassDOT Sidewalk and Rotary Projects

TOWN OF AYER, MASSACHUSETTS  
GROVE POND WATER TREATMENT PLANT  
PFAS TREATMENT FACILITIES

CONTRACT NO. 19DPW08

AGREEMENT

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2019 by and between the Town of Ayer, Massachusetts acting through its Board of Selectmen \_\_\_\_\_ hereinafter called OWNER and \_\_\_\_\_

with legal address and principal place of business at \_\_\_\_\_

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

ARTICLE 1. WORK.

1.1 CONTRACTOR shall perform the Work as specified or indicated in the Contract Documents. The Work is as described in SECTION 01010.

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by CDM Smith, 75 State Street, Boston, MA 02109 who will act as ENGINEER in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be 456 Calendar Days commencing twenty days following the Effective Date of this Agreement.

3.2 CONTRACTOR agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between CONTRACTOR and OWNER that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 OWNER will pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the CONTRACTOR's Bid Form attached to this Agreement.

## ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the Conditions of the Contract. Applications for Payment will be processed by ENGINEER as provided in the Conditions of the Contract.

## ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 OWNER will make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 15.01 of the Conditions of the Contract.

6.2 OWNER will make progress and final payments as provided in Article 15 of the Conditions of the Contract and in accordance with the applicable Massachusetts General Law.

## ARTICLE 7. LIQUIDATED DAMAGES

7.1 OWNER and CONTRACTOR 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 Contract Time specified in Article 3 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They 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 \$1,500 per day for each calendar day of delay until the Work is complete.

7.2 Provided, that CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is for reasons included in Paragraph 4.05 of the General Conditions.

7.3 Provided, further, that CONTRACTOR shall furnish OWNER the required notification of such delays in accordance with Paragraph 11.06 of the General Conditions.

## ARTICLE 8. ASSURANCE

8.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in Article 5 of the Supplementary Conditions.

8.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in the above paragraph as CONTRACTOR deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 CONTRACTOR has given ENGINEER written notice of any conflict, error or discrepancy that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8.6 CONTRACTOR agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

#### ARTICLE 9. CONTRACT DOCUMENTS.

9.1 The Contract Documents which comprise the Contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

9.1.1 Invitation To Bid.

9.1.2 Instructions To Bidders.

9.1.3 Bid Form.

9.1.4 This Agreement.

9.1.5 Performance Bond, EJCDC Document C-610, 2013 edition, Payment Bond, EJCDC Document C-615, 2013 edition, and other required Bonds.

9.1.6 General Conditions, EJCDC Document No. C-700, 2013 edition.

9.1.7 Supplementary Conditions Parts I and II.

9.1.8 Specifications (as listed in Table of Contents).

9.1.9 Drawings, numbered: Cover Sheet, G-1, G-2, C-1 through C-9, A-1 through A-9, S-1 through S-8, M-1 through M-5, H-1 through H-3, P-1 through P-3, E-1 through E-10, and I-1 through I-5, inclusive and dated March 2019.

9.1.10 Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.

9.1.11 Any modification, including Change Orders, duly delivered after execution of Agreement.

#### ARTICLE 10. MISCELLANEOUS

10.1 Terms used in this Agreement which are defined in Article 1 of the Conditions of the Contract shall have the meanings assigned in the Conditions of the Contract.

10.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of OWNER. In case CONTRACTOR assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the

right of the assignee in and to any monies due or to become due to CONTRACTOR shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

10.3 OWNER and CONTRACTOR each bind themselves, their partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.4 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a Modification.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in sextuple. Four copies each have been delivered to OWNER and one copy each to CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement shall become effective on \_\_\_\_\_, 20\_\_.

CONTRACTOR \_\_\_\_\_ OWNER \_\_\_\_\_

BY \_\_\_\_\_ BY \_\_\_\_\_

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest \_\_\_\_\_ Attest \_\_\_\_\_

Address for giving notices \_\_\_\_\_  
\_\_\_\_\_

Pursuant to M.G.L. Chapter 44 Section 31c, I certify that an appropriation has been made in the total amount of this contract.

Date \_\_\_\_\_ Signed \_\_\_\_\_

Title \_\_\_\_\_

Note: If CONTRACTOR is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

END OF DOCUMENT 005200

## SECTION 00510

### AGREEMENT

THIS AGREEMENT is by and between                     The Town of Ayer, Massachusetts                     (“Owner”) and  
                    Cedrone Corporation                     (“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:

**ARTICLE 2** – The work involves the replacement of 11 Fire hydrants in the Town of Ayer Water Distribution System at various locations throughout Town. The replacements may require cutting in of water main tees, new valves, replacement of hydrants with new hydrants and site restoration. The time for completion of this contract is **45** calendar days.

#### ARTICLE 3 – THE PROJECT

3.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The entire Project as specified in the contract specifications and drawings.

#### ARTICLE 4 – ENGINEER

4.01 The Project has been designed by     Ayer DPW     (Engineer), who is to act as Owner’s representative, assume all duties and responsibilities, and have the 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 5 – CONTRACT TIMES

##### 5.01 *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.

##### 5.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 45 days after the date when the Contract Times commence to run as provided in Paragraph 3 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 3.9 of the General Conditions within 55 days after the date when the Contract Times commence to run.

##### 5.03 *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 4.02 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 \$500 for each day that expires after the time specified in Paragraph 4.02 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 \$500 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

## ARTICLE 6 – CONTRACT PRICE

- 6.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01A.
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## ARTICLE 7 – PAYMENT PROCEDURES

### 7.01 *Submittal and Processing of Payments*

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

### 7.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30<sup>th</sup> day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the General Conditions:
    - a. 95 percent of Work completed (with the balance being retainage); and
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
  2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts as Engineer shall determine in accordance with the General Conditions.

### 7.03 *Final Payment*

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

## ARTICLE 8 – INTEREST

- 8.01 Not Applicable

## ARTICLE 9 – CONTRACTOR'S REPRESENTATIONS

- 9.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.



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

## **ARTICLE 10 – CONTRACT DOCUMENTS**

### **10.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 5 inclusive).
  - 2. Performance bond and Payment bond
  - 3. General Conditions
  - 4. Supplementary Conditions
  - 5. Specifications as listed in the table of contents of the Project Manual.
  - 6. Drawings consisting of 12 sheets with each sheet bearing the following general title: 2019 Hydrant Replacement.
  - 7. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 8. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor’s Bid (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).

- c. \_\_\_\_\_.
- 9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - b. Work Change Directives.
  - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 11 – MISCELLANEOUS

### 11.01 *Terms*

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

### 11.02 *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.

### 11.03 *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.

### 11.04 *Severability*

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

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

This Agreement is dated \_\_\_\_\_.

OWNER:

Board of Selectmen  
Town of Ayer  
Ayer, Massachusetts

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

Title: Chairman

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

Title: Member

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

Title: Member

CONTRACTOR

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

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

[CORPORATE SEAL]

[CORPORATE SEAL]

Approved: \_\_\_\_\_

Title: Treasurer

Attest: \_\_\_\_\_

Title: Clerk

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest: \_\_\_\_\_

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

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agent for service of process:  
\_\_\_\_\_

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

# OWNER-CONTRACTOR AGREEMENT

Town of Ayer

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the **Town of Ayer**  
Hereinafter called the "Owner", and Winston Builders Corporation hereinafter called the "Contractor"  
Name of Contractor

Witnesseth, that the Owner and the Contractor, for the consideration hereinunder named, agree as follows:

**Article 1. Scope of Work:** The Contractor shall perform all Work required by the Contract Documents for  
Grove Pond Water Treatment Plant Filter Media Replacement 19DPW14 referred to in the Contract Documents prepared by  
Ayer DPW Project Name and Number  
Ayer DPW acting as and referred to as the "Architect".  
Architect/Engineer

**Article 2. Time of Completion:** The Contractor shall commence work under this Contract on the date specified in the written Notice to Proceed" and shall bring the Work to Substantial Completion within 90 calendar days of said date  
Days  
Damages for delays in the performance of the Work shall be in accordance with Article 8.3.2 of the General Conditions of the Contract.

**Article 3. Contract Sum:** The Owner shall pay the Contractor, in current funds, for the performance of the Work,

Two Hundred Seventy Three Thousand Dollars and Zero Cents Dollars \$ 273,000.00  
Contract Amount in Words Contract Amount in Dollars

The Contract Sum is divided as follows:

**Item 1:** The Work of the Contractor, being all Work other than that covered by Item 2 \$ 273,000.00

**Item 2:** Subcontractors as follows

	Section - Trade	Subcontractor	Amount
1	N/A		\$
2			\$
3			\$
4			\$
5			\$
6			\$
7			\$
8			\$
9			\$
10			\$
	Total for Item 2		\$

**Additional Services:** Labor and materials mark-up rate for all additional services that may be required of the Town. The hourly labor rate is to be fully integrated to include all labor, travel, tools, equipment, vehicles, appliances, supervision, insurances and bond, incidentals and appurtenances:

Item	Unit Price	Unit
1. Hourly Rate (fully loaded) for work between 7am-5pm	\$ 110.00	Hour
2. Materials Mark-up	% 10	Materials Value

**Article 4. The Contract Documents:** The following, together with this Agreement, form the Contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein: The Advertisement, Bidding Documents, Contract Forms, Conditions of the Contract, and Specifications as enumerated in the Table of Contents, the drawings as enumerated in the List of Contract Drawings and all Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

**Article 5. Alternates:** The following Alternates have been accepted and their costs are included in the Contract Sum stated in Article 3 of this Agreement: **Alternate No(s): N/A and**

**Article 6. REAP Certification:** Pursuant to M.G.L. c.62(c), sec.49(a), the individual signing this Contract on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

**Article 7. Validation:** This Contract will not be valid until signed by the Board of Selectmen of the Town of Ayer.

*In Witness Whereof, the Parties Hereto Have Caused This Instrument to be Executed Under Seal.*

**1 CONTRACTOR**

**Town of Ayer**

_____	_____
Name of Contractor	Printed Name
_____	_____
Address	Signature and Seal
By: _____	_____
Signature and Seal	Title
Witness _____	Attest: _____

<sup>1</sup> If a Corporation, attach a notarized copy of the Corporate Vote authorizing signatory to sign Contract.

**SECTION 00510****AGREEMENT****19DPW 13****2019 Through 2021 Road Paving**

**THIS AGREEMENT** is by and between Town of Aver, Massachusetts (hereinafter called OWNER) and P.J. Albert, 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:

The work will consist of Road Paving Construction for one year with the Owner's option to extend the contract for two additional one year periods.

**ARTICLE 2 - CONTRACT TIMES**4.01 *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.

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 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of 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 \$ 500 for each day that expires after the time specified in paragraph 4.02 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 \$ 500 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 - CONTRACT PRICE**

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:

A. For all Work, at the unit 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 on the basis of 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 July 5, 2019 (which is the Effective Date of the Agreement).

OWNER:

\_\_\_\_\_

By: Scott Houde, Chairman, Board of Selectmen

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

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

[CORPORATE SEAL]

Attest \_\_\_\_\_

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.)

END OF SECTION



**Ayer Paving Contract Estimated Quantities**  
**FY 2019 through FY 2021 Paving Bid**  
**PJ Albert Contract**

Item	Unit	Description	Bid Unit Price	2019		2020		2021	
				Quantity	Total	Quantity	Total	Quantity	Total
1	Ton	In-place pavement, top and binder	\$ 75.50	1,731	\$ 130,659.41	2,413	\$ 182,217.03	2,040	\$ 154,020.00
2	Ton	FOB, top and binder per ton	\$ 55.00	0	\$ -	0	\$ -	0	\$ -
3	SY	Pavement Reclaiming	\$ 3.00	6,300	\$ 18,900.00	5,901	\$ 17,703.00	4,573	\$ 13,719.00
4	SY	Cold Planing	\$ 2.00	1,910	\$ 3,820.00	8,715	\$ 17,430.00	8,000	\$ 16,000.00
5	Each	Raise and Adjust Castings for Overlay	\$ 100.00	8	\$ 800.00	32	\$ 3,200.00	25	\$ 2,500.00
6	Each	Lower, Raise and Adjust Castings for Reclaiming	\$ 100.00	28	\$ 2,800.00	10	\$ 1,000.00	16	\$ 1,600.00
7	V FT.	Rebuild Manholes and Catch Basins	\$ 100.00	16	\$ 1,600.00		\$ -		\$ -
8	Each	New Catch Basin or Manhole Frame and Cover	\$ 450.00	6	\$ 2,700.00	4	\$ 1,800.00	9	\$ 4,050.00
9	Each	Raise and Adjust Valve Boxes	\$ 160.00	14	\$ 2,240.00	13	\$ 2,080.00	11	\$ 1,760.00
10	Ton	Install driveway aprons as required	\$ 140.00	20	\$ 2,800.00	51	\$ 7,140.00	48	\$ 6,720.00
11	SY	Bituminous Concrete Sidewalk	\$ 34.00	2,970	\$ 100,980.00		\$ -		\$ -
12	SY	Cement Concrete Sidewalk	\$ 45.00	600	\$ 27,000.00		\$ -		\$ -
13	SY	Cement Concrete Wheelchair Ramp	\$ 80.00	13	\$ 1,040.00	4	\$ 320.00	2	\$ 160.00
14	LF	Bituminous Cape Cod Berm	\$ 3.75		\$ -	2,400	\$ 9,000.00	1,000	\$ 3,750.00
15	LF	Bituminous Curb	\$ 3.75	1,320	\$ 4,950.00		\$ -		\$ -
16	LF	Granite Curb - Straight	\$ 36.00	1,300	\$ 46,800.00		\$ -		\$ -
17	LF	Granite Curb - Curved	\$ 44.00	0	\$ -		\$ -		\$ -
18	LF	Granite Curb - Straight Transition	\$ 42.00	200	\$ 8,400.00		\$ -		\$ -
19	EACH	Granite Curb Inlet	\$ 350.00	0	\$ -		\$ -		\$ -
20	LF	Remove and Reset Granite Curbing	\$ 18.00	1,500	\$ 27,000.00		\$ -		\$ -
21	LF	Furnish and install erosion control (silt fence and hay bales)	\$ 6.00	100	\$ 600.00	100	\$ 600.00	100	\$ 600.00
		<b>TOTAL</b>			<b>\$ 383,089.41</b>		<b>\$ 242,490.03</b>		<b>\$ 204,879.00</b>

**From:** [Alan Manoian](#)  
**To:** [Carly Antonellis](#)  
**Cc:** [Robert Pontbriand](#)  
**Subject:** Welcome to Ayer Granite Sign Visual Proof & Granite Color+Texture+Lettering Design Type Image from Swenson Granite Co., etc. for BOS Meeting  
**Date:** Wednesday, July 10, 2019 8:45:29 AM  
**Attachments:** [Welcome to Ayer Granite Sign Visual Proof 1.png](#)

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Good Morning Carly,

(Attached please see) the Visual Mock-Up/Proof sent to the AOCED from Swenson Granite Co. of Amherst NH.

The Cost Estimate (*including Delivery & Installation of Granite Sign*) was the most competitive of the three cost estimates secured by AOCED.

Attachments:

1. The original basic Mock-Up of the proposed "Welcome to Ayer" granite sign (*delivered product will be a two-sided sign*);
2. The original with my addition of the proposed (*wording & location*) of the Donation Plaque to be affixed to the granite sign;
3. The actual "Woodbury" granite product color & texture image of the proposed "Welcome to Ayer" granite sign, including the in-cut lettering/numbering with black paint type proposed for the Ayer sign;
4. The original image (*Portsmouth NH granite sign*) that was reviewed & approved by the Board of Selectmen months ago for the proposed "Welcome to Ayer" sign;
5. An image of the proposed location of the (*first*) granite sign to be installed in Ayer – west of Carlton Circle/Ayer Rotary;
6. Swenson Granite Co. Cost Estimate (*email response message 5/17/2019*).

The AOCED believes that the attached documents will serve to properly provide the Ayer Board of Selectmen with sufficient understanding/content to authorize proceeding with the acquisition, production, delivery & installation of the product/project.

As per our discussion, I am meeting with John Hillier this week to conduct a visual/content review of the proposed design, location, etc. – and to reach agreement on all design/installation aspects.

The AOCED is also identifying a 2<sup>nd</sup> location for a "Welcome to Ayer" / "Farewell from Ayer" (*two-sided sign*) for the Ayer/Littleton Town Line area – as we will have sufficient funds to produce two signs with the available \$12,000 agreement funds.

The Dir. of AOCED looks forward to the presentation before the Ayer BOS next Tuesday evening, July 16<sup>th</sup>.

Welcome to  
Ayer

Est. 1871

Donated by The Hillier Family  
Central Ave. Compassionate Care



JOB# A- 'AYER'  
GRANITE: WOODBURY  
SIZE: 7-0 X 3-6 X 0-7  
FINISH: TH FACE  
LETTER SIZE(S): 6", 7", 4"  
LITHO: BLACK  
OTHER:

Please review this proof carefully for accuracy, including: font, spelling, dates, punctuation, artwork and overall layout. This proof will be used as approved to engrave your material. Swenson Granite Works will not be responsible for proofs approved in error.

\_\_\_\_\_  
APPROVAL SIGNATURE

Good Morning Alan,

Just came in to some pricing from the plant.

For just the sign portion similar to the Portsmouth one you sent it would be \$2895.00. Engraved both sides with "WELCOME TO AYER, EST. 1871" (we can work on sizing of wording if this becomes an order). Both sides being engraved would be a thermal finish (fairly smooth and pebbly) in our Woodbury gray granite (I've attached a picture of the woodbury for color reference). Top and side edges would be rough shaped. Bottom would be sawn flat (so it can sit flush to base). Overall size of the piece would be roughly 42" tall x 6' wide x 7" thick.

Not sure what size those two base pieces are that the Portsmouth sign is sitting on, but if they were 12"x12" x 4' long let's say. Similar cut (old yankee with drill marks) they would be \$472.00 each, or \$944.00 for both.

Ideally we could drill and install pins into the base of the sign (one per base piece) that would have a piece of rebar that would help support the sign upright on the two base pieces, this would be an additional \$310.00.

We could deliver and install to Ayer, MA for \$255.00 plus sales tax (unless you have a tax exempt form). As far as installation goes, we will place both base pieces onto previously prepared areas (done by you or a contractor you hire), we will then lower the sign onto these base pieces while you or a contractor you hire assists with getting them aligned, our driver/crane operator will man the crane while your team handles the rest. Our crane will have a max reach of about 18' for a piece this size.

TOTAL OF EVERYTHING LISTED ABOVE (not including sales tax): \$4404.00. Production time is +/- 4 weeks after a 50% deposit is received, full payment before or at time of delivery.

I can explain further on how they will make this piece if you wanted to chat about it, I can also provide samples of the finishes and color if needed as well.

Any questions feel free to reach out.

Thank you,

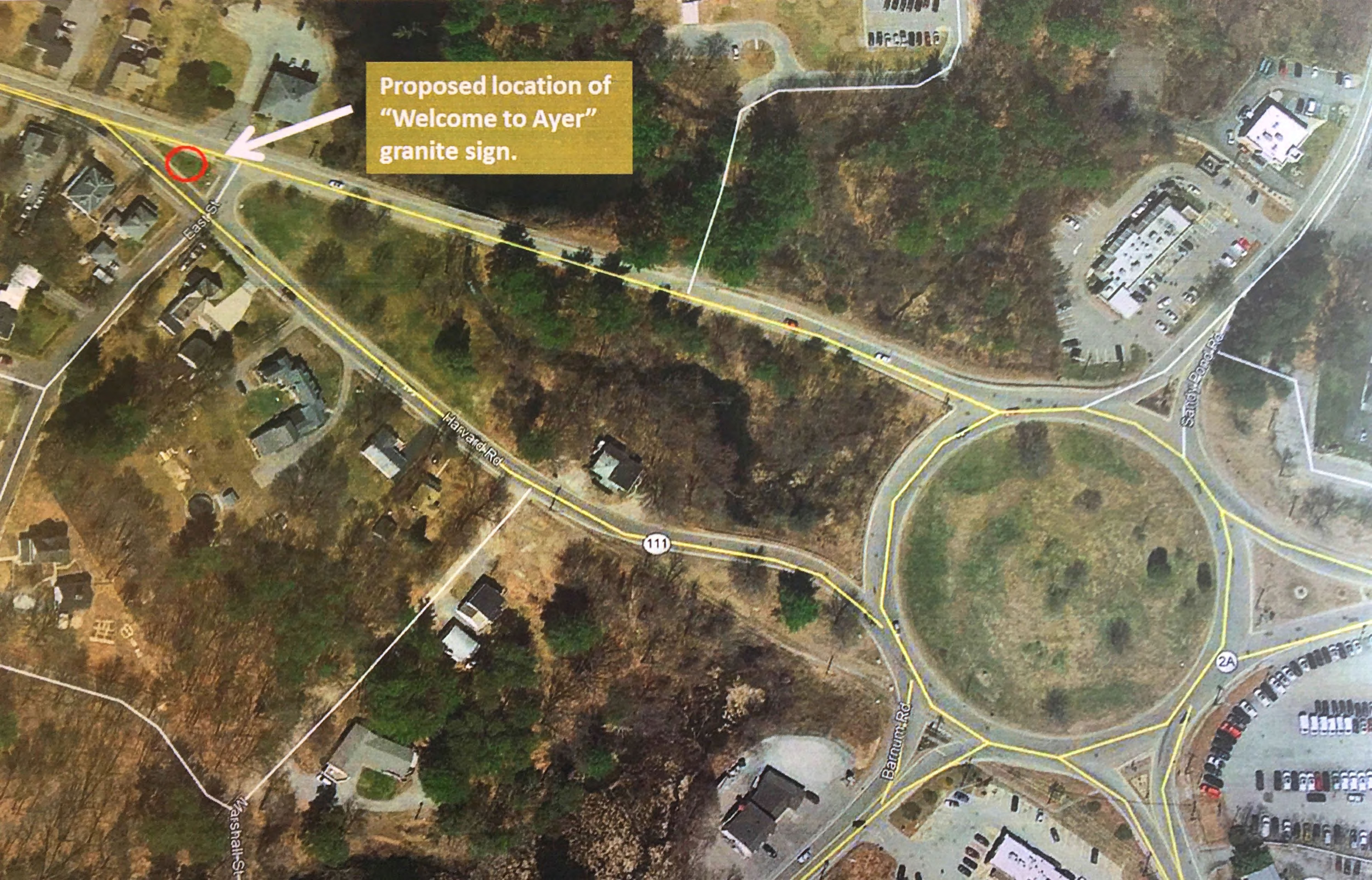


Ryan Mesick  
Store Manager  
Amherst, NH

T. 603 672-7827  
F. 603 673-3848  
[mesick@swensongranite.com](mailto:mesick@swensongranite.com)  
[swensongranite.com](http://swensongranite.com)



Proposed location of  
"Welcome to Ayer"  
granite sign.





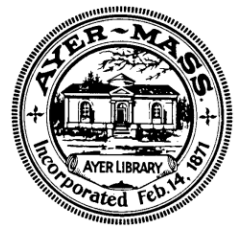
Welcome to  
Portsmouth

Settled 1623

25

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

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

**MEMORANDUM**

**DATE:** July 12, 2019

**TO:** Ayer Board of Selectmen

*R.A.P.*

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

**SUBJECT: Town Manager's Report for the July 16, 2019 BOS Meeting**

Dear Honorable Selectmen,

I am pleased to transmit to you the following Town Manager's Report for the July 16, 2019 BOS 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 at the meeting on the various activities, initiatives, and projects of the Administration since the BOS last met on June 18, 2019.
- Review of Warrant(s):

I reviewed, approved, and signed the following Town Warrants since the BOS last met on June 18, 2019:

*Payroll Warrant #19-25* in the amount of \$339,591.48 was reviewed, approved and signed on June 18, 2019

*Accounts Payable Warrant #20-01A* in the amount of \$2,842,654.51 was reviewed, approved and signed on July 1, 2019

*Payroll Warrant #19-26* in the amount of \$346,678.71 was reviewed, approved and signed on July 2, 2019

**Appointments - Cultural Council:**

- I am respectfully recommending that the BOS appoint the following individuals to the Ayer Cultural Council:
- Claudia Abbes to an unexpired 3-year term (Term expires June 30, 2021) to the Ayer Cultural Council (See attached e-mail).
- Sara Callahan to an unexpired 3-year term (Term expires June 30, 2021) to the Ayer Cultural Council (See attached e-mail).

**Rate Review Committee - Change of Terms from 1 Year to 3 Years**



- As previously discussed at a BOS Meeting, the BOS stated that you wanted to change the length of term for the Rate Review Committee Resident Appointments and Business Community Appointment from the current 1-Year to 3-Year terms. The BOS representative would remain an annual appointment by the BOS and the remaining members are all ex-officio professional staff members.
- I am respectfully recommending that the BOS take a formal vote to change the length of term of the Rate Review Committee Resident Appointments and Business Community Appointment from a 1-Year term to a 3-Year term.
- Additionally, if the BOS votes to change the length of term, I would respectfully recommend that the BOS take a second formal vote reappointing the following incumbent Resident Appointments of the Rate Review Committee to a 3-Year term (*Note: The Business Community Appointment is currently vacant*):
  - Mr. Rick Skoczylas (Term to expire June 30, 2022)
  - Ms. Mary Spinner (Term to expire June 30, 2022)

**Authorization to Execute Town Hall Chiller Contract:**

- As the BOS is aware the original Town Hall Chiller (almost 19 years old) completely failed on May 15, 2019. Fortunately through the FY 2020 Capital Plan, the Facilities Department had requested funding for the replacement chiller which was approved by Town Meeting on May 13, 2019.
- The Town issued an invitation to bid and procured the project in accordance with the appropriate Massachusetts procurement laws. The Town received a total of six (6) bids by the deadline of July 10, 2019 at 1pm (See attached bid results).
- The lowest responsive bid for the project was from ATCO of Newburyport, MA in the amount of \$94,000 (See attached bid from ATCO). The Facilities Director checked all references for ATCO which were favorable.
- I am respectfully requesting that the BOS vote to award the contract for the replacement of the Town Hall chiller to ATCO of Newburyport, MA in the amount of \$94,000.
- Additionally, I am respectfully recommending that the BOS vote to authorize the Town Manager to sign the contract contingent upon legal review by Town Counsel.

**August BOS Meeting Date:**

- It is respectfully requested that the BOS select a date for the August 2019 BOS Meeting.

Thank you.

Attachment(s):      Email from Claudia Abbes Re: Appointment to Cultural Council  
                               Email from Sara Callahan Re: Appointment to Cultural Council  
                               Bid Results for Town Hall Chiller Replacement  
                               Bid from ATCO for Town Hall Chiller Replacement

**From:** [Claudia Abbas](#)  
**To:** [Carly Antonellis](#)  
**Subject:** Ayer Cultural Council  
**Date:** Wednesday, July 10, 2019 9:18:59 AM

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Good morning Carly,

I had seen the note on the Ayer Website regarding vacancies on the Ayer Cultural Council. After attending their last meeting I would be very interested in joining the council.

Although I have lived in Ayer for over 15 years, I became a US citizen last year and am now interested in getting engaged in the local community. I joined the Ayer Community Garden committee a year ago and it has been a wonderful experience seeing the garden come to fruition.

I love the welcoming feel of Ayer's Town center and see a lot of potential for future town events. I grew up in a mid-size town in Germany and was part of the local music school and choir. We put on concerts and it was always wonderful bringing people together with music. I have always enjoyed the arts and music and would love to support future events by joining the Ayer Cultural Council.

From my own experience, I know how important it is to foster a love for arts and music in children from an early age. The Cultural Council can make a difference in bringing people together and continue to support the people of Ayer. With that, I hope to become a permanent member of the Ayer Cultural Council.

Please let me know if you have any questions.

Best regards,

Claudia Abbas

**From:** [Sara Callahan](#)  
**To:** [Carly Antonellis](#)  
**Subject:** Ayer Cultural Council  
**Date:** Friday, July 12, 2019 3:50:20 AM

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Dear Carly,

I'm writing to express my interest in a position on the Ayer Cultural Council .

I moved to Ayer three years ago from Providence, RI. The City of Providence has a rich history of arts & culture, benefiting from the various contributions of writers and authors, visual artists and a thriving musical community. I've seen the positive impact of programs celebrating arts and diverse cultures to residents of all ages and backgrounds. I believe I can contribute to the Town of Ayer's Cultural Council by bringing a unique perspective and enthusiasm for such programs in our community.

As a member of the Ayer Community Garden Committee, I've met many residents, community leaders, and Town Officials who have offered support and enthusiasm to that project. I would be pleased to expand on those values by working to bring exciting and inclusive experiences exploring arts, sciences and humanities to our residents!

I appreciate the Board of Selectman's consideration for a position on the Cultural Council, and look forward to further serving the community of Ayer.

Sincerely,  
Sara Callahan

**Town Hall Chiller Replacement Bid Opening**  
**July 10, 2019 1:00 PM**  
**Bid Results**

Company Name	City, State	Signed Bid	5% Bid Bond Included	Bid Amount
NB Keney	Devens, MA	Yes	Yes	\$106,200
ATCO	Newburyport, MA	Yes	Yes	\$94,000
MPC Services, Inc.	Sutton, MA	Yes	Yes	\$106,240
Renaud HVAC	Sutton, MA	Yes	Yes	\$103,080
Fraser Engineering Company	Newton, MA	Yes	Yes	\$111,294
Aalanco Service Corporation	Westborough, MA	Yes	Yes	\$94,872

Bids Opened By

Robert A. Pontbriand, Town Manager

Witnesses:

Carly M. Antonellis, Assistant Town Manager  
 Charles R. Shultz, III, Facilities Director

SECTION 00300

FORM OF GENERAL BID

Bid of Ambient Temperature Corporation (hereinafter called "Bidder")\*

- a corporation, organized and existing under the laws of the state of Massachusetts
- a partnership
- a joint venture
- an individual  
doing business as \_\_\_\_\_

To the Town of Ayer, Massachusetts (hereinafter called "Owner").

Gentlemen:

A) The undersigned Bidder, in compliance with your invitation for bids for the project known as 20FAC01 REPLACE TOWN HALL CHILLER, having examined the plans and specifications and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to commence work on or before the date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project within 60 consecutive calendar days thereafter. The Bidder further agrees to pay as liquidated damages the sum of five hundred (\$500.00) Dollars for each consecutive calendar day thereafter that the work is not complete as provided in the contract.

\_\_\_\_\_  
\*Specify corporation, partnership or individual as applicable.

B) Bidder acknowledges receipt of and this bid includes the following addenda:

No. None Dated:

No. \_\_\_\_\_ Dated:

No. \_\_\_\_\_ Dated:

No. \_\_\_\_\_ Dated:

C) The Bidder agrees to perform the bid work described in the specifications and shown on the plans for the following contract price: \$ Ninty-Four Thousand Dollars  
(Words)

(\$94,000.00)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149 and Chapter 30, Section 39M, as amended.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal Agreement set forth in Section 00500 CONTRACT.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00100 INSTRUCTIONS TO BIDDERS. The bid security may become the property of the Owner in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and a payment bond in an amount at least equal to one hundred percent (100%) of the contract price in accordance with Section 00610 PERFORMANCE BOND, Section 00620 PAYMENT BOND, and as stipulated in the contract.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for 30 years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as principals, are as follows:

Russell H. Stiles, President  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(attach supplementary list if necessary)

3. The bidder is requested to state below what work of a similar character to that included in the proposed contract he has done, and give references that will enable the Owner to judge his experience, skill and business standing (add supplementary page if necessary).

<u>Completion Date</u>	<u>Project Name</u>	<u>Contract Amount</u>	<u>Design Engineer</u>	<u>Reference Name</u>	<u>Telephone No.</u>
a. 4/19/18	UMass Lowell Rec Center	\$956,600	Stantec	Randy Branson	645-934-3017
b. 11/30/17	UMass Lowell Perry Hall	\$564,400	Perkins & Will	Libby Murphy	617-445-3500
c. 6/30/18	Lawrence Fenton Court	\$1,386,000	Shekar & Associates	Ann Schiro	617-725-3177
d. 10/31/18	Waltham Community Ctr	\$1,420,000	SED Associates	James LeCrosee	781-314-3370
e. 6/25/16	Peabody Institute Library	\$1,878,000	RDK Engineers	Leif Rochna	978-777-0001
f. 8/31/17	Lawrence Public Library	\$457,300	Norian and Siani Engineering	Glenn Gary	978-857-3159



Bank reference Jared Ward  
(Name)

Eastern Bank  
(Bank)

605 Broadway, Saugus, MA 01906  
(Address)

781-581-4261  
(Telephone No.)

Pursuant to M.G.L. CH. 62C, Sec. 49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

The undersigned Bidder hereby certifies under penalties of perjury, as follows: (1) that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

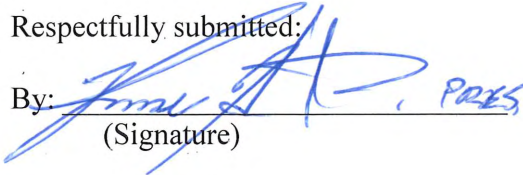
The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal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

The undersigned bidder hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

Date: July 10, 2019

Respectfully submitted:

By:



(Signature)

Russell H. Stiles

(Type Name of Bidder)

President

(Title)

14 Graf Road

(Business Address)

Newburyport, MA 01950

(City and State)

978-646-0660

(Telephone Number)

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



*Broadcast and Recorded by APAC*

**Tuesday June 18, 2019**  
**Open Session Meeting Minutes**

**BOS Present:** Scott A. Houde, Chair; Jannice L. Livingston, Vice-Chair

**BOS Absent:** Christopher R. Hillman, 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 7:00 PM.

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

**Announcements:** None

**Approval of Agenda:**

**Motion:** A motion was made by J. Livingston and seconded by S. Houde approve the agenda. **Motion passed 2-0.**

**Public Input:** None

**Dr. Mary Malone, Superintendent, ASRSD:** *Field Project Update* – Dr. Malone was joined by ASRSD School Committee Chair Ms. Michele Granger. Dr. Malone explained that since the debt exclusion question for funding the Field Improvement Project failed in Shirley, she has been working with her consultant Flansburgh to re-estimate the cost out the project. Flansburgh is projecting that with inflation and escalated construction costs; the original project price of \$7.1 million has increased to \$11.9 million, citing options 1 and 2 in her packet of information. Dr. Malone explained that due to the urgent need to improve the field, a district committee was formed to reexamine the project and reduce the scope based on need and affordability. The committee also provided options 3 and 4. Option 3 consists of a new stadium, synthetic turf field and refurbished baseball and softball fields costing \$7.4 million. Option 4 reduces the cost of Option 3 by removing 100 bleacher seats, reducing the number of bathroom facilities, building the press box on a hill to eliminate the need for an expensive elevator system. Option 4 reduces the scope and maximizes the existing footprint, while allowing for every sport to be played on the fields for the next 50 years. Dr. Malone explained that the School Committee has asked the Town of Shirley to call another debt exclusion ballot election at the end of September.

*Discussion about Initial Steps for an Elementary School Project*- S. Houde stated that though he is aware that the School Committee is focusing on the field project, he would like to start getting the Town's ducks in a row relative to a new elementary school. Dr. Malone explained that the first step in the process is to submit a statement of intent to the Mass School Building Authority, this process typically beings in January. M. Granger asked if it was fair to say that the Town of Ayer is ready to begin the process; Selectmen agreed. S. Houde noted his frustration doing capital projects that rely on the Town of Shirley.

**Ms. Jessica Strunkin, Senior Vice-President- Devens:** *Vicksburg Square Update* – Jessica Strunkin introduced herself and gave a brief update on her background. Ms. Strunkin stated that she has already worked on several projects with DPW Superintendent Mark Wetzel and Economic Development Director Alan Manoian on issues that relate to both Ayer and Devens. Ms. Strunkin said that there is currently not a target date for the Super Town Meeting relating to Vicksburg Square rezoning but will keep the Town informed. She will also be working with Community Development Program Manager Alicia Hersey on the Affordable Housing Committee.

**Ms. Alicia Hersey, Program Manager, Comm. Development Office:** *Appointment of Affordable Housing Committee* – Ms. Hersey was in attendance to ask the BOS to appoint an Affordable Housing Committee. The Ayer Affordable Housing Committee will work towards creating more affordable housing opportunities within the community by reviewing and advising the Town regarding a possible municipal housing trust, a housing production plan, master plan goals for affordable housing, and assistance with information distribution. Ms. Hersey is recommending the following residents be appointed: Janet Providakes, Ken Diskin, Ron Morrison, Stephen Quinn, Dr. Hilary Curtis, Steve Wentzell, and Karin Swanfeldt.

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to create the Ayer Affordable Housing Committee and to appoint the above listed residents to the Ayer Affordable Housing Committee. **Motion passed 2-0.**

**Dan Van Schalkwyk, P.E., Town Engineer:** *MS4 Stormwater Permit Update* – D. Van Schalkwyk gave a brief presentation to the BOS about the DPW's efforts relating to the MS4 Stormwater Permit, which became effective July 1, 2018, highlighting the permit's 6 minimum control measures. D. Van Schalkwyk also discussed the Town of Ayer's Annual Stormwater budget. He noted that the 2015 BOS voted not to implement a Stormwater Enterprise fund. J. Livingston stated that the stormwater enterprise fund was controversial at the time both locally and nationally. R. Pontbriand, J. Livingston, and S. Houde agreed that the Stormwater Enterprise fund should be revisited, to relieve pressure on the annual operating budget via the tax levy.

**Ms. Susan Copeland, Town Clerk:** *Town Meeting and Town Election Date Discussion* – Ms. Copeland stated she reached out via the Town Clerk's Listserv to inquire about Town's that had switched their Town Meetings to Saturday and what their feedback was. She said overall, she got very little positive feedback. She said that the Town Meeting attendance is issue-driven.

The BOS, Town Manager and Town Clerk then discussed changing the time of the meeting and the day of the week of the meeting to increase attendance. Changing the date of the Annual Election was also discussed because many other Towns in Massachusetts have their Town Meeting prior to the Annual Election. The BOS discussed moving their Annual Town Election from a Monday to a Tuesday. The decision is ultimately up to the voters to make, because it would require a change to the Bylaws.

*Reserve Fund Transfer Request* – S. Copeland is requesting Reserve Fund Transfer in the amount of \$2,600 for the Assistant Town Clerk's wages (Account 01161-51110). She stated that Clerical Union contract was not fully completed prior to the FY'19 budget being approved.

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to approve the Reserve Fund Transfer Request in the amount of \$2,600 in account 01161-51110 with signature by the Chair. **Motion passed 2-0.**

**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 for the period of time 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.

*Appointments* – R. Pontbriand asked the BOS to reappoint the following members to the following Boards and Committees:

Board / Committee	Term Label	Term Length	Current Member	Reappoint
BI-BOARD	BOS SEAT	1	Scott A. Houde	
CABLE TV ADVISORY COMMITTEE	SEAT 2	3	Douglas R. Becker	YES
CAPITAL PLANNING COMMITTEE	BOS SEAT	1	Christopher R. Hillman	
CONSERVATION COMMISSION	SEAT 3	3	George D. Bacon, Jr.	YES
CONSERVATION COMMISSION	SEAT 4	3	Mark Phillips	YES
COUNCIL ON AGING BOARD OF DIRECTORS	SEAT 5	3	Robert P. Hammond	YES
COUNCIL ON AGING BOARD OF DIRECTORS	SEAT 3	3	Janine Nichipor	YES
COUNCIL ON AGING BOARD OF DIRECTORS	SEAT 4	3	Kathryn Pfaltzgraff	YES
CULTURAL COUNCIL	SEAT 10	3	Sheila Schwabe	Not Eligible
CULTURAL COUNCIL	SEAT 8	3	Deborah A. Pelley	Not Eligible
CULTURAL COUNCIL	SEAT 3	3	Lauren Metzler-Baretta	
CULTURAL COUNCIL	SEAT 5	3		
ENERGY COMMITTEE	CITIZEN	1	Carolyn L. McCreary	YES
ENERGY COMMITTEE	CITIZEN	1	Ken Diskin	YES
HISTORICAL COMMISSION	SEAT 5	3	Ruth E. Rhonemus	YES
HISTORICAL COMMISSION	SEAT 1	3	Barry W. Schwarzel	YES
INDUSTRIAL DEVELOPMENT FINANCE AUTHORITY	SEAT 2	5	Brian T. Anderson	YES
INDUSTRIAL DEVELOPMENT FINANCE AUTHORITY	SEAT 3	5	Nicholas P. Laggis	YES
OPEB BOARD OF TRUSTEES	BOS SEAT	1	Jannice L. Livingston	
POND & DAM MANAGEMENT COMMITTEE	SEAT 3	3	Laurie Nehring	YES
RATE REVIEW COMMITTEE	BOS SEAT	1	Jannice L. Livingston	
RATE REVIEW COMMITTEE	SEAT 5	1	Mary E. Spinner	YES
RATE REVIEW COMMITTEE	SEAT 3	1	Richard W. Skoczylas	YES
RECYCLING COMMITTEE	SEAT 5	3	Janice Goodrow	YES
REGISTRARS OF VOTERS	SEAT 3	3	Carolyn L. McCreary	YES

R. Pontbriand then thanked all members for their continued service.

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to reappoint the above listed members to the above listed Boards/Committees. **Motion passed 2-0.**

**Motion:** A motion was made by S. Houde and seconded by J. Livingston to reappoint S. Houde to the Bi-Board; C. Hillman to the Capital Improvement Committee; and J. Livingston to the Rate Review Committee and OPEB Board of Trustees. **Motion passed 2-0.**

*Town of Ayer Internet Service Provider Update* – R. Pontbriand referenced a memo, included in the meeting packet, about the feasibility of Ayer becoming its own Internet Service Provider, as requested by J. Livingston. His conclusions were that though the idea is great on face value, the Town would have to spend considerable funds initially to install infrastructure to support a town-managed ISP. He recommended that if the BOS wished to pursue the idea further, he recommends obtaining funding through the Capital Planning Process for a professional feasibility study. J. Livingston thanked R. Pontbriand for his thorough research.

*Reserve Fund Transfers* – R. Pontbriand is asking for approval for the following Reserve Fund Transfer requests: Management Support (\$5,800) to cover increases in printing costs, Town Planner (\$2,100) to cover unforeseen public hearing costs due to lack of Planning Board quorum, and FICA/Medicaid (\$1,000) to cover a slight increase in FY'19 costs.

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to approve the Reserve Fund Transfer Request for Management Support (Account 01154) in the amount of \$5,800, with signature by the Chair.

**Motion passed 2-0.**

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to approve the Reserve Fund Transfer Request for the Town Planner (Account 01175-55801) in the amount of \$2,100, with signature by the Chair.

**Motion passed 2-0.**

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to approve the Reserve Fund Transfer Request for FICA/Medicare (Account 01919-51740) in the amount of \$1,000, with signature by the Chair.

**Motion passed 2-0.**

*Ratification of Opioid Class Action Suit* – R. Pontbriand explained that on the recommendation of Town Counsel, the Town has joined a multi-party class action civil suit against those responsible for the wrongful distribution of prescription opiates. The suit is being led by *Levin, Papantoinio, Thomas, Mitchell, Rafferty & Procter, PA*. There are no costs to the Town; in the event there is a recovery, the Town will receive its portion minus fees and expenses. R. Pontbriand is looking for the BOS to ratify the Town joining the class action suit.

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to ratify the Town of Ayer joining the multi-party class action civil suit against those responsible for the wrongful distribution of prescription opiates

**Motion passed 2-0.**

**New Business/Selectmen's Questions:** *Utility Poles – Park Street Update (Selectman Hillman) – Tabled*

*Agenda Process (Selectman Houde)* - S. Houde was looking for feedback on distributing the DRAFT BOS agenda to all members prior to the Chair's approval so that members have insight to the agenda prior to it being posted. J. Livingston stated she was fine with keeping the current process. S. Houde also asked that moving forward; the BOS stay "on-point" during meetings and keep to the topics listed on the BOS agenda.

**Approval of Meeting Minutes:**

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to approve the meeting minutes from June 4, 2019. **Motion passed 2-0.**

S. Houde announced that the next BOS Meeting is scheduled for Tuesday July 16, 2019 at 7:00 PM.

**Adjournment:**

**Motion:** A motion was made by J. Livingston and seconded by S. Houde to adjourn at 8:58 PM. **Motion passed 3-0.**

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

**Date Minutes Approved by BOS:** \_\_\_\_\_

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