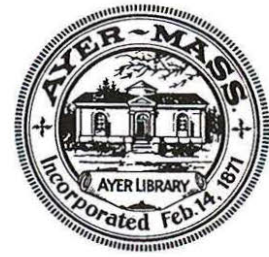


RECEIVED  
TOWN CLERK  
TOWN OF AYER

2016 MAY 13 AM 9:27

*Susan E. Popelund*

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



**Tuesday May 17, 2016**  
**Open Session Meeting Agenda**

- 7:00 PM**                    **Call to Order**  
Pledge of Allegiance; Review and Approve Agenda; Announcements
- 7:05 PM\***                    **Public Input**
- Chief Robert J. Pedrazzi, Ayer Fire Department**
1. Adoption of the Montachusett Region Natural Hazard Mitigation Plan 2015 Update
- 7:10 PM**                    **Superintendent Mark L. Wetzel, Ayer Department of Public Works**
1. Appointment of Water Distribution System Operator
2. Acceptance of Willow Road Wastewater Pumping Station
3. West Main Street Pump Station Contract Execution
4. 2016 Paving and Road Treatment Contract
5. Pleasant Street Reconstruction Project Contract Execution
6. Installation of Wastewater Pumping Station Cellular RTU's
- 7:30 PM**                    **BeWell Organic Medicine Inc.**
1. Presentation for Proposed Medical Marijuana Cultivation Facility, 31 Willow Rd
- 8:00 PM**                    **Town Administrator's Report**
1. Administrative Update
2. St. Mary's Parish – Request for One Day Beer and Wine License (6/18/16)
- 8:05 PM**                    **New Business/Selectmen's Questions**
1. Existing 20' +/- Easement Depot Square (Selectman Luca)
2. Tree Warden Responsibilities (Selectman Hillman)
- 8:15 PM**                    **Approval Meeting Minutes**  
May 3, 2016
- Adjournment**

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

RECEIVED  
MAY 12 2016  
TOWN OF AYER  
SELECTMEN'S OFFICE



May 6, 2016

Robert Pontbriand, Town Manager  
Town Hall  
1 Main Street  
Ayer, MA 01432

Dear Mr. Pontbriand:

As you know, the Montachusett Regional Planning Commission (MRPC) with your community's assistance updated the 2008 Montachusett Region Natural Hazard Mitigation Plan. In 2014 your community was provided an opportunity for final input to the Montachusett Region Natural Hazard Mitigation Plan 2015 Update at a public meeting held in your community. Changes requested and provided to MRPC were completed at that time. Subsequent to that, revisions were also made to the plan based on comments from the Massachusetts Emergency Management Agency (MEMA) and the Federal Emergency Management Agency (FEMA) which were also provided for your community's review. For a community to be eligible for FEMA hazard mitigation assistance grants they must have a locally adopted and FEMA approved Natural Hazard Mitigation Plan.

FEMA has approved the Montachusett Region Natural Hazard Mitigation Plan 2015 Update. The approved plan is enclosed in electronic format.

The next step in this process is the local adoption of the Montachusett Region Natural Hazard Mitigation Plan 2015 Update and execution of the Certification of Adoption (attached). Please place the Certificate of Adoption on letterhead, adopt, sign, and once executed scan and email to [jhume@mrpc.org](mailto:jhume@mrpc.org). MRPC will then forward the Certificate to MEMA. FEMA will then issue an official approval letter to the community indicating they are eligible to apply for FEMA hazard mitigation assistance programs. It is important that the executed Certificate of Adoption be returned in a timely fashion so that your community can potentially apply for grant funding.

MRPC thanks you for your assistance throughout this process. If you have any questions, please contact me at (978)345-7376 extension 302 or [jhume@mrpc.org](mailto:jhume@mrpc.org)

Sincerely,



John Hume  
Planning and Development Director

CC: Emergency Management Director

Enc.

CERTIFICATE OF ADOPTION  
TOWN OF AYER, MASSACHUSETTS

**A RESOLUTION ADOPTING  
THE MONTACHUSETT REGION NATURAL HAZARD MITIGATION PLAN 2015 UPDATE**

WHEREAS, the Town of Ayer recognizes the threat that natural hazards pose to people and property within the community; and

WHEREAS, the Town of Ayer has prepared a multi-hazard mitigation plan, hereby known as the Montachusett Region Natural Hazard Mitigation Plan 2015 Update in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS the Montachusett Region Natural Hazard Mitigation Plan 2015 Update identifies goals and actions to reduce or eliminate long-term risk to people and property in the community from the impacts of future hazards and disasters; and

WHEREAS, public and committee meetings were held between January 31, 2012 and September 29, 2014 regarding the development and review of the Montachusett Region Natural Hazard Mitigation Plan 2015 Update; and

WHEREAS adoption by the community demonstrates our commitment to hazard mitigation and achieving goals outlined in the Montachusett Region Natural Hazard Mitigation Plan 2015 Update.

NOW THEREFORE, BE IT RESOLVED that the Town of Ayer adopts the Montachusett Region Natural Hazard Mitigation Plan 2015 Update at meeting of the Board of Selectmen held on \_\_\_\_\_

\_\_\_\_\_  
(date)

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

(print name)

Ayer Board of Selectmen

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## DEPARTMENT OF PUBLIC WORKS

Mark L. Wetzel, P.E., Superintendent  
Daniel Vas Schalkwyk, P.E. Town Engineer  
Pamela J. Martin, Business Manager



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

### MEMORANDUM

Date: May 11, 2016  
To: Board of Selectmen  
From: Mark Wetzel, P.E. Superintendent of Public Works  
Subject: May 17th Meeting Agenda Item

1. **Appointment of Scott Schwinger to position of Water Distribution System Operator** – See attached memo
2. **Acceptance of Willow Road Wastewater Pumping Station** – See attached memo.
3. **West Main Street Pump Station Contract Execution** – Bids for the construction of the West Main Street Pump Station Replacement were opened on April 4. A total of 9 bids were received ranging from \$339,600 to \$510,000. Scherbon Consolidated Inc. of Amesbury, MA was the low bidder in the amount of \$339,600 has prepared contracts for execution by the Board (4 sets). The Contractor has provided Payment and Performance Bonds and Insurance Certificates in accordance with the contract documents.
4. **2016 Paving and Road Treatment Contract** – Bids for 2016 through 2018 Road Paving and Treatment were opened on April 6, 2016. 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 9 bids and PJ Albert Inc. of Fitchburg was the low bidder. Based on our anticipated road projects for 2016 (Calvin Street, Washington Street and Pleasant Street) we have prepared a contract in the amount of \$315,684 for execution by the Board. The Contractor has provided Payment and Performance Bonds and Insurance Certificates in accordance with the contract documents.
5. **Pleasant Street Reconstruction Project Contract Execution** - The contract for the Pleasant Street Reconstruction Project with Ricciardi Bros., Inc. of Worcester, MA in the amount of \$833,566.45 is ready for execution by the Board (4 sets). The Contractor has provided Payment and Performance Bonds and Insurance Certificates in accordance with the contract documents.
6. **Installation of Wastewater Pumping Station Cellular RTUs** – Bids for Installing Wastewater Pumping Station Cellular RTUs were opened on May 5, 2016. This equipment is required to eliminate the costly and unreliable leased telephone lines that we currently have to monitor the status and alarms at the 18 pumping stations. Two bids were received and Weston & Sampson CRM Inc. was the low bidder with a bid of \$40,500. The contract for this project is ready for execution by the Board (4 sets). The Contractor has provided bonds and insurance in accordance with the contract documents.

## DEPARTMENT OF PUBLIC WORKS

Mark L. Wetzel, P.E., Superintendent  
Pamela J. Martin, Business Manager



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

### MEMORANDUM

Date: May 11, 2016

To: Robert Pontbriand, Town Administrator

From: Mark Wetzel P.E., Public Works Superintendent

#### **Subject: Recommendation for Water Distribution System Operator**

I am recommending that the Board appoint Scott Schwinger to the position of Water Distribution System Operator. With the elimination of the need for a Wastewater Sludge Tanker Driver Position, the Town and ASFCME 93 agreed to create a position for water and wastewater system operator. The position was advertised and no qualified applications were received. We have revised the position to be the Water Distribution System Operator and the existing Laborer/ Meter Technician position will be revised and advertised as an entry level position for both Water and Wastewater Divisions. The Water Distribution System Operator position is included in both the FY16 and FY17 budgets.

In accordance with Article 15 of the AFSCME Collective Bargaining Agreement, the position was posted in May and Scott was the only applicant.

I recommend Scott for the Water Distribution System Operator's position based on the following:

- Scott has been the Water Laborer/ Meter Technician since 2013.
- Scott has led the effort in the water meter replacement project and I have received numerous comments on the quality of his work and his communications with residents and businesses.
- Scott has excellent mechanical skills and work ethic. He can perform all of the tasks that will be required as Ayer continues to improve the operation, reliability and upgrades to the water distribution system.
- Scott has a Grade 1 Distribution System Operator's license, CDL B and Hydraulics License.
- Scott has taken additional courses related to water system operations, safety and efficiency.

Scott has demonstrated that he understands the responsibilities and commitment needed for this position. He has implemented several operational changes and ideas to improve the Division. He is a team player and I believe he will continue to do an excellent job for the DPW Water Division and the Town of Ayer.

## DEPARTMENT OF PUBLIC WORKS

---

Mark L. Wetzel, P.E., Superintendent  
Dan Van Schalkwyk, P.E. Town Engineer  
Pamela J. Martin, Business Manager

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

### Memorandum

Date: May 12, 2016

To: Board of Selectmen / Sewer Commissioners

From: Mark Wetzel P.E., Public Works Superintendent



Re: Willow Road Wastewater Pumping Station

I am requesting that the Board of Selectmen / Sewer Commissioners vote to accept ownership / operational responsibility of the Willow Road Wastewater Pumping Station as requested in the letter dated April 25, 2016 from Alpine Management Group, on behalf of the Willows Condominium Home Owners Association (HOA). This station was constructed by the Willows developer, under the Willows Comprehensive Permit and the MADEP Sewer Extension Permit.

Based on my discussions with the HOA and review of relevant documents (attached), the operational responsibility of the pumping station was to be accepted by the Town after certain issues were addressed (see Madigan memo dated Feb 19, 2008). The DPW has inspected the pumping station and all outstanding issues have been completed. In addition, Town Counsel has reviewed the documentation and the ownership has been transferred to the Town.

Note that this does not include the pumping station and sewer system within the Willows development. That will remain the responsibility of the HOA.

There will be operational costs associated with this additional wastewater pumping station and sewer pipe is estimated to be approximately \$2,000 in utility charges and \$1,130 for the railroad crossing fee. Based on our current budget, there should be sufficient funding in the budget.



**ALPINE**  
**PROPERTY MANAGEMENT CORPORATION**

12 DAMONMILL SQUARE, CONCORD, MA 01742

RECEIVED

APR 25 2016

TOWN OF AYER  
SELECTMEN'S OFFICE

Phone (978) 371-9090  
Fax (978) 369-1951

www.AlpineManagement.com

April 25, 2016

Board of Selectmen  
Town Hall  
1 Main Street  
Ayer, MA 01432

Subject: Transfer of Ownership of Sewer Pumping Station, 13 Willow Road,  
Ayer, MA 01432

Dear Board of Selectmen,

The Willows Condominium Association (Home Owners Association, HOA) has prepared for the transfer of ownership of the sewer pumping station, 13 Willow Road, Ayer, MA as of this date. The Willows Condominium Trust was turned over to the home owners in June 2015 by the developer, Willows Road Development, L.L.C. (Habitech).

The sewer pumping station has been owned, operated and maintained by the HOA Trust through the services of Small Water Systems Services, L.L.C. (SWSS), Littleton, MA since 2007. The Ayer DPW, Sewer Division has been monitoring and supporting operation of the station on a daily/weekly basis since startup.

There will be no cost (\$ 0) to the town for the transfer of the sewer pumping station and upon acceptance by the town, the HOA will have no ownership of the property or the station and appurtenances, and no responsibility for the force main under the RR nor obligations for the RR annual fee. The HOA will have responsibility for all of the gravity sewer mains, the force main and the sewer pumping station within the HOA property to the sewer connection on Willow Road at Longview Circle, as a private sewer system.

The Ayer DPW has a series of letters and grants of sewer easements in their files, which authorize the transfer of the station, land, and force main to the town, as follows:

-January 11, 2006, DPW Ltr., Re: The Willows, Willow Road, Ayer BRP  
#WO61851.

*Quality Management @ Lower Cost*

- Form BRP WP 13, 14, 17,18, 55 Application for Permit for Sewer System Extension of Connection, June 30, 2006.
- DPW, Memo, July 10, 2006, Sewer System Connection Permit, The Willows Subdivision.
- December 20, Kopelman and Paige, P.C, Ltr., Willow Road (Parmalees, LLC) Sewer Pump Station Easement
- December 28, 2007, Grant of Sewer Easement and Agreement, Bk 50527, Pg 440.
- Feb 19, 2008, DPW Ltr., Willow Road Swage Pump Station.

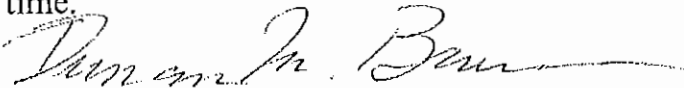
The HOA authorized SWSS to make repairs to the 13 Willow Road station, see attached proposal and costs letter. SWSS has completed those 6 maintenance tasks.

Attached is the invoice from the MBTA (RR) for the 4" sewer force main crossing under the rail road tracks on Willow Road for the annual crossing fee of \$ 1200. The HOA has not paid for 2016 in anticipation of the early transfer of ownership of the station. We did not get the invoice from RR until this spring. We request the town pay to fee for 2016.

Also, the HOA has been paying the gas and electric bills for the station. We request the town notify the utilities and take over the payments for gas and electric service. Copies of the last statements including account numbers with the utilities are attached.

Finally, we have the Operations and Maintenance (O&M) Manual for the station in a binder, which we will turn over to the Sewer Division of DPW for their files. And, we have copies of the SWSS quarterly inspections and maintenance records which we will turn over to the town under separate delivery.

Thank you for your attention to this matter of transfer of the ownership, operation and maintenance of the sewer pumping station, 13 Willow Road, Ayer, MA at this time.



Duncan M. Brown, PE  
President  
The Willows Condominium Association

Encl/Attachments: As stated.  
CC: Ayer Department of Public Works



# Small Water Systems Services, L.L.C.

Complete Water & Wastewater Systems Operations • Water Meter Testing • Hydrant Flow • Generator Services

## WBE/DBE Certified

PO Box 2014, Littleton, MA 01460  
Phone: 978-486-1008; fax: 978-486-0971  
[www.swss.biz](http://www.swss.biz)

January 18, 2016

Kelley McCarthy  
Alpine Property Management  
12 Damonmill Square  
Concord, MA 01742

Re: Willow Road Maintenance

Dear Kelly:

Recently you requested an estimate for the maintenance & repair work at the Willow Road Lift Station in Ayer, MA. This information is outlined below:

1.) <b>Pump #1 seal replacement</b>	
<u>Parts:</u> One mechanical seal:	\$215.00
<u>Labor:</u> up to 5 hours of operator time at \$75/hr.:	\$375.00
2.) <b>(2) Fire Extinguishers:</b> 5Lb. for A,B and C fires @ \$73.70 ea.:	\$147.50
<u>Labor:</u> 3 hours of operator time at \$75/hr. (pickup & install):	\$225.00
3.) <b>Clean up of hoods and pads:</b>	
Remove debris, sweep and wipe down inside hoods	
Remove debris, sweep pad outside hoods	
<u>Labor:</u> 2 Hrs. @ \$75/hr.	\$150.00
4.) <b>Wire brush and Paint Piping:</b>	
<u>Parts:</u> Rust-o-leum spray can (Hard hat) 6@\$8.75	\$ 52.50
<u>Labor:</u> 3 hours of operator time at \$75/hr. (pickup & apply):	\$225.00
5.) <b>Heater cowling: remove, clean, replace</b>	
<u>Labor:</u> 1hr. @ \$75/hr.	\$75.00
6.) <b>Generator exhaust pipe insulation (outside hood)</b>	
<u>Parts:</u> Heat rated insulation & sealant, etc.	\$375.00
<u>Labor:</u> 3 Hrs. @ \$75/hr. (pickup & install):	\$225.00
	<b>TOTAL:</b>
	<b>\$2,065.00</b>

With your permission, we will schedule this work within the next week. Please call our office with any questions. Thank you.

Estimate acceptance:

Signature

Date

Sincerely,

Deborah Trumbull  
Principal, Small Water Systems Services, LLC

MBTA  
 PO Box 845142  
 Boston, MA 02284-5142

# INVOICE

(617) 316-1654

Alpine Property Management  
 Kelley McCarthy  
 12 Damonmill Square  
 Concord, MA 01742

3/1/2016

ACCOUNT NUMBER

INVOICE #: 031267

030000 - C01029 - B5566

LOCATION: Willow Road Ayer, MA

MAKE CHECKS PAYABLE TO: MBTA

BALANCE DUE

1,132.76

Date	Code	Description	Charges	Payments	Amount Due
3/1/2016	UTL	Utility Fee	1,132.76	.00	1,132.76

3/1/2016			ACCOUNT NUMBER		
----------	--	--	----------------	--	--

Please send this portion of the statement with your remittance.

INVOICE #: 031267

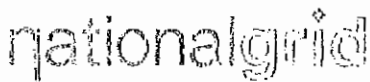
030000 - C01029 - B5566

MBTA  
 PO Box 845142  
 Boston, MA 02284-5142

Alpine Property Management  
 Kelley McCarthy  
 12 Damonmill Square  
 Concord, MA 01742

(617) 316-1654

Current	30	60	90	120	BALANCE DUE
1,132.76	0.00	0.00	0.00	0.00	1,132.76



SERVICE FOR  
 THE WILLOWS CONDO TRUST  
 WILLOW RD APT PUMP  
 AYER MA 01432

BILLING PERIOD  
 Jan 19, 2016 to Feb 17, 2016

ACCOUNT NUMBER **PA7853740EV** **700000000**  
 52786-45010 Mar 17, 2016 \$ 310.85

www.nationalgridus.com

CUSTOMER SERVICE  
 1-800-322-3223  
 CREDIT DEPARTMENT  
 1-888-211-1313

POWER OUTAGE OR DOWNED LINE  
 1-800-465-1212

CONTACT US

[ngrid.com/ma-contactus](http://ngrid.com/ma-contactus)

CORRESPONDENCE ADDRESS  
 PO Box 980  
 Northborough, MA 01532-0960

ELECTRIC PAYMENT ADDRESS  
 PO Box 11737

Newark, NJ 07101-4737

DATE BILL ISSUED  
 Feb 22, 2016

**Enrollment Information**

To enroll with a supplier or change to another supplier, you will need the following information about your account:

Loadzone WCMA

Acct No: 52786-45010 Cycle: 15, THE

**Electric Usage History**

Month	kWh	Month	kWh
Feb 15	1397	Sep 15	146
Mar 15	1444	Oct 15	228
Apr 15	1328	Nov 15	300
May 15	864	Dec 15	1141
Jun 15	223	Jan 16	938
Jul 15	177	Feb 16	1397
Aug 15	152		

**ACCOUNT BALANCE**

Previous Balance		211.29
Payment Received on FEB 1 (Check)	THANK YOU	- 211.29
Current Charges		+ 310.85
<b>Amount Due ▶</b>		<b>\$ 310.85</b>

To avoid late payment charges of 0.85%, \$ 310.85 must be received by Mar 17 2016.

▶ Go paperless! Electronic billing and payments make managing your monthly bill easier. Save time, money, and natural resources [www.ngrid.com/paperless](http://www.ngrid.com/paperless).

**DETAIL OF CURRENT CHARGES**

**Delivery Services**

Type of Service	Current Reading	Previous Reading	Difference	Meter Multiplier	Total Usage
Energy	62040 Estimate	60643 Actual	1397	1	1397 kWh
<b>Total Energy</b>					<b>1397 kWh</b>

METER NUMBER 05010517 NEXT SCHEDULED READ DATE ON DR ABOUT Mar 22

SERVICE PERIOD Jan 19 - Feb 17 NUMBER OF DAYS IN PERIOD 29

RATE General Service - Small C/I G-1 VOLTAGE DELIVERY LEVEL 0 - 2.2 kv

Customer Charge		10.00
Dist Chg First 1397 KWH	0.04551 x 1397 kWh	63.58
Transition Charge	-0.00154 x 1397 kWh	-2.15
Transmission Charge	0.02276 x 1397 kWh	31.80
Energy Efficiency Chg	0.00987 x 1397 kWh	13.79
Renewable Energy Chg	0.0005 x 1397 kWh	0.70

**Total Delivery Services**

58239 Work Order # \_\_\_\_\_ Date Rec FEB 26 2016  
 Authorized by *km* Amount \$ \_\_\_\_\_  
 Property ID TWC Est. Acct # 13200 Wt  
 Vendor ID \_\_\_\_\_ Tax ID \_\_\_\_\_  
 Posted by \_\_\_\_\_ A/P Journal # \_\_\_\_\_  
 Check # Willow Rd. Date \_\_\_\_\_

KEEP THIS PORTION FOR YOUR RECORDS.

ONDO TRUST  
JW RD

GEN

Account Number 47620-12271	Next Meter Reading Mar 16 '15	Bill Date Feb 17 '15
Rate G-51 Comm'l Non-Hea	For Customer Assistance Please call (800) 231-5325	

Invoice

**CURRENT BILL ITEMIZED**

In 29 days you used 2 therms:  
 Feb 14 2015 reading ACTUAL 6479  
 Jan 16 2015 reading ACTUAL 6477  
 Difference for Meter # 003061335 2  
 Fixed Factor Multiplier x1.0270 2  
 Thermal Factor x1.0340 2  
 Total therms used 2

**Your Cost is determined as follows:**

Minimum Charge \$20.30  
 \$7000 per day for 29 days  
 First 2.0 therms @ \$.2541 .51  
 Distribution Adjustment:  
 2 therms x 0.15300 per therm .31  
 GAS DELIVERY CHARGE \$21.12  
 GAS SUPPLY CHARGE @ \$.65650 /therm 1.31  
 6.2500 % Sales Tax 1.40  
**TOTAL CURRENT CHARGES \$23.83**

**SUMMARY OF CHARGES**

Total Current Charges \$23.83  
 Amount Due Last Bill 55.21  
 Your Total Payments Since Last Bill. Thank You! -27.55  
 Late Pmt Chg .23  
**Please Pay Upon Receipt \$51.72**  
 If payment received after 03/14/2015 a late payment charge of \$.43 (0.83% of outstanding charges) may be added.

24.06

**GAS USE HISTORY**

Days	Therms	Days	Therms
Feb 15 29 Act	2	Jul 14 31 Act	3
Jan 15 32 Act	3	Jun 14 28 Act	4
Dec 14 32 Act	3	May 14 34 Act	5
Nov 14 29 Act	3	Apr 14 28 Act	2
Oct 14 30 Act	3	Mar 14 33 Act	2
Sep 14 32 Act	3	Feb 14 29 Act	2
Aug 14 28 Act	2	Jan 14 33 Act	2

Check Order # \_\_\_\_\_ Date Recd 2/22/15  
 Authorized by *Ken* Invoice # 92200  
 ID # *TWC* GL Acct # 95700-1100  
 ID # \_\_\_\_\_ Tax ID \_\_\_\_\_  
 A/E Journal # \_\_\_\_\_

**IMPORTANT MESSAGES**

**Your unique online Access Code is: 3E0ACCC**

We're online, anytime! View and pay your bill, check your balance, submit meter readings. The code above provides free, instant access with "My Account" - visit [www.nationalgridus.com](http://www.nationalgridus.com). Many automated services are also available at the telephone number above.

\*\*\* Win the winter bill battle! Join our Balanced Billing program and pay level monthly installments for the next 11 months. It doesn't cost any more. Just pay \$27.46 within the next 18 days instead of the full amount of this bill to start the Balanced Billing Plan. Your first payment includes a balance currently due on your account. Future monthly payments will be \$27.00. It's the easy way to pay.

For gas consumption from November 1, 2014 to April 30, 2015, winter gas rates will be in effect. The Gas Supply Charge has decreased from last month's charge of \$0.6970 per therm to \$0.6132 per therm. The decrease is due to lower projected gas commodity costs.

Page 1 of 1

**nationalgrid**

TO REPORT A GAS ODOR CALL THE CUSTOMER ASSISTANCE NUMBER ABOVE  
[www.nationalgridus.com](http://www.nationalgridus.com) SEE REVERSE FOR ADDITIONAL CUSTOMER INFORMATION

RECEIVED MAR - 3 2015  
WTF 493200-1100

AN  
VAL

# Small Water Systems Services, L.L.C.

Contract Operators of Water and Wastewater Systems

WBE/DBE Certified

Post Office Box 2014  
Littleton, Massachusetts 01460  
Phone: (978) 486-1008 • Fax: (978) 486-0971  
www.swss.biz

Water Meter & Hydrant Flow Testing, Generator Services

April 14, 2016

Kelly McCarthy  
Alpine Property Management  
12 Damonmill Square  
Concord, MA 01742

Re: The Willows Pump Station Inspection Summary, Quarter 1, 2016

Dear Kelly:

*Small Water Systems Services, LLC (SWSS)* is conducting quarterly inspections of the Willow Road and Longview Circle wastewater pump stations in Ayer. Please find the summary of the Quarter 1 inspection conducted on March 24, 2016. A copy of the corresponding report is attached for your review.

*SWSS* operator's lifted all tank covers, viewed contents for proper tank volume and movement, inspected floats for proper operation, checked controls and amperages on all pumps to ensure proper operation, cleaned sight glasses, inspected the valve pit and two force main clean-out manholes and checked for evidence of vandalism.

**NOTE:** We also recommend that the station at Longview be pumped out as there was a noticeable amount of sludge and floatables in the tank.

Thank you for your review of this material. Please call with any questions or concerns you may have at 978-486-1008.

Respectfully Submitted,



Bruce Trumbull  
Director of Operations, *Small Water Systems Services, LLC*

~~12/25~~ 12/25

### Willow Street Pump Station Inspection Report

Date: 3-24-16  
Time: 7:30  
Operator: John Mohamed

~~Dunkin~~

Pump 1 Readings: 1028.0 Pump 2 Readings: 1134.0

Total Hours Pump 1 Ran Hrs: 92.7 Amps: 6.3  
Total Hours Pump 2 Ran Hrs: 123.0 Amps: 6.2

Float Inspection: Yes  No   
Condition of Floats: good / secure / clean.

Wet Well Level: 2.5'  
Wet Well Inspection: yes no major issues -

### Longview Circle Pump Station Inspection

Date: 3-24-16  
Time: 8:30  
Operator: John Mohamed

Dunkin Brown  
- 978-391-4854 -

Pump 1 Readings: 233.8 Pump 2 Readings: 229.4

Total Hours Pump 1 Ran Hrs: 35.2 Amps: 15.1  
Total Hours Pump 2 Ran Hrs: 33.8 Amps: 15.0

Float Inspection: Yes  No   
Condition of Floats: good / secure, clean

Wet Well Level: 4.5  
Wet Well Inspection: yes

TALKED  
to him  
3-25-16  
About meeting  
on 3-30-16

Notes: Longview Circle needs pumping lots of debris & test dialed etc.



**Cummins  
Northeast LLC**

This invoice is due 30 days from date of invoice. A service charge will be applied for unpaid balances.

DEDHAM  
100 ALLIED DRIVE  
DEDHAM, MA 02026-  
(781)329-1750

INVOICE NO
100-73434
Remit to: Cummins Northeast LLC PO Box 845326 Boston, MA 02284

**BILL TO**

ALPINE MANAGEMENT CO  
12 DAMONMILL SQUARE  
CONCORD, MA 01742-

**OWNER**

THE WILLOWS  
40 WILLOW RD  
AYER, MA 01432-  
DUNCAN BROWN - 978 391-4854

PAGE 1 OF 2

\*\*\* CASH \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
17-MAR-2016	REPAIRS	17-JAN-2008	OTPCA		ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
186427		17-MAR-2016	H070097480		OTPCA
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
143231	ME777		7286.6		PUMP ATS

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

**OSN/MSN/VIN**

**COMPLAINT**

CUSTOMER STATES DISPLAY ON ATS IS NOT WORKING

SITE: 40 WILLOW RD  
AYER, MA

CONTACT: DUNCAN 978-391-4854

**CAUSE**

FAILED ATS DISPLAY

**CORRECTION**

LOAD TRAVEL CAN'T FIND JOB SITE. CALL CUSTOMER, UNIT IS ACTUALLY NOT 40 WILLOW BUT ON THE SIDE OF WILLOW ST. CLOSER TO #16. WAIT FOR ACCESS TO SITE. GAIN ACCESS REPLACE ATS DISPLAY CIRCUIT BOARD SUGGEST CUSTOMER REPLACE THE ATS BATTERIES AS THEY ARE ORIGINAL. LOAD UP, TRAVEL BACK TO SHOP

**COVERAGE**

BILLABLE

1	1	300-5151	DIGITAL DISPLAY ASSY	ONAN	253.73	253.73
---	---	----------	----------------------	------	--------	--------

RECEIVED MAR 22 REC'D

PARTS:	253.73
PARTS COVERAGE CREDIT:	0.00CR
TOTAL PARTS:	253.73
SURCHARGE TOTAL:	0.00
LABOR:	700.00
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	700.00
MISC.:	148.00
MISC. COVERAGE CREDIT:	0.00CR
TOTAL MISC.:	148.00
ROAD MILEAGE MOB PG	148.00
STATE	15.86

59420

VOUCHER APPROVAL

Work Order # \_\_\_\_\_ Date Rec. 3/18/16  
 Authorized by KM Amount \$ \_\_\_\_\_  
 Property ID TWC G.I. Acct # 93200-1100  
 Vendor ID \_\_\_\_\_ Tax ID \_\_\_\_\_  
 Posted by \_\_\_\_\_ A/P Journal # \_\_\_\_\_  
 Check # \_\_\_\_\_ Date Paid \_\_\_\_\_  
 Willow Rd Lift Station Repair

Material returned for credit or exchange must show this invoice number. All material returned for credit subject to 15% handling charge. Appropriate core must be received within 15 days. Any claims for erroneous charges must be made within 30 days after receipt of goods. No credit for electrical assemblies without prior approval from branch parts manager. Terms Net 30 pending credit approval. Orders/Service cannot be processed without credit approval and/or a deposit.

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**Cummins  
Northeast LLC**

This invoice is due 30 days from date of invoice. A service charge will be applied for unpaid balances.

DEDHAM  
100 ALLIED DRIVE  
DEDHAM, MA 02026-  
(781)329-1750

<b>INVOICE NO</b>
100-73434
Remit to: Cummins Northeast LLC PO Box 846328 Boston, MA 02284

**BILL TO**

ALPINE MANAGEMENT CO  
12 DAMONMILL SQUARE  
CONCORD, MA 01742

**OWNER**

THE WILLOWS  
40 WILLOW RD  
AYER, MA 01432-  
DUNCAN BROWN - 978 391-4654

PAGE 2 OF 2  
\*\*\* CASH \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
17-MAR-2016	REPAIRS	17-JAN-2008	OTPCA		ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	OPL NO.	EQUIPMENT MODEL
106427		17-MAR-2016	H070097480		OTPCA
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
143231	ME777		7296.6		PUMP ATS

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN							

Material returned for credit or exchange must show this invoice number. All material returned for credit subject to 15% handling charge. Appropriate core must be received within 15 days. Any claims for erroneous charges must be made within 30 days after receipt of goods. No credit for electrical assemblies without prior approval from branch parts manager. Terms Net 30 pending credit approval. Orders/Service cannot be processed without credit approval and/or a deposit.

SUB TOTAL: 1,101.73  
TOTAL TAX: 15.86  
TOTAL AMOUNT: US \$ 1,117.59

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



## Mark Wetzel

---

**From:** Katharine L. Klein <KKlein@k-plaw.com>  
**Sent:** Wednesday, April 6, 2016 7:58 AM  
**To:** Mark Wetzel  
**Cc:** Robert Pontbriand; Mark R. Reich  
**Subject:** Willows Pump Station/Ayer  
**Attachments:** 2801\_001.pdf

Mark:

You forwarded materials on the Willows Sewage Pump Station, consisting of, among other documents, a letter dated February 19, 2008, from Michael Madigan to Mark O'Hagan, of MCO & Associates, Inc. setting forth items that must be completed before the Town would accept the pump station, and a letter from Jeanne McKnight, Esq., formerly of this firm, to Mr. Madigan, dated December 20, 2007, approving a proposed Grant of Sewer Easement and Agreement from Parmalees, LLC to the Town, as well as a Subordination of Mortgage (which documents were not included in the materials you sent along). Although other documents included in the package indicate it was not originally the intent of the Town to accept the Willows Pump Station, it does appear that the Town's position on this changed, as I located a recorded "Grant of Sewer Easement and Agreement," from Parmalees, LLC to the Town of Ayer, dated June 19, 2007, recorded December 28, 2007 with the Middlesex South Registry of Deeds in Book 50527, Page 440, accepted by the Ayer Board of Selectmen ("Grant of Sewer Easement") (copy attached). **Note this Grant of Sewer Easement was recorded before Mr. Madigan's letter of February 19, 2008, stating the items that must be completed before the sewer pump station would be accepted.**

Accordingly, it does appear that that the Willows Pump Station has been accepted as a public facility. The Grant of Sewer Easement is conveyed free and clear of all liens and encumbrances which would interfere with the use thereof, with the exception of the rights of Middlesex Savings Bank as mortgagee.

The Grant of Sewer Easement further states that:

1. The Town will bear all costs and expenses in connection with the exercise of the rights and easements granted;
2. The Town will obtain at its own expense all necessary local, state and federal permits and licenses applicable to the work to be performed within the easement area;
3. The Town will, to the extent permitted by law, indemnify Parmalees, LLC;
4. **The rights and easements granted "shall terminate if the Town has not, within one (1) year from the date hereof (a) accepted an 8" sewer main constructed within the limits of Willow Road at sufficient depth for the Grantor to tie into the same at Willow Road by means of a gravity feed sewer branch to serve its premises at 11 Willow Road and (b) allowed the Grantor to open the public way and tie into said sewer main with the payment of any sewer connection, "hook-up" or other fee; and**
5. If the Town shall at any time abandon or discontinue the use of the facilities and equipment installed, the Town will remove all structures and improvements and restore the easement area to its original condition, and the easement shall terminate.

I recommend we discuss this matter, as I am not sure whether the grant of easement for the sewer pump station was for the benefit of the Town, or Parmalees, LLC, or whether condition stated at Paragraph 4 was complied with.

Please note that it does not appear that a subordination (which I assume was for a mortgage to Middlesex Savings Bank) was not recorded.

Please call me to discuss at your convenience.

Katie

Katharine Lord Klein  
**KOPELMAN AND PAIGE, P.C.**  
101 Arch Street, 11th Floor  
Boston, MA 02110  
O: (617) 654 1834  
F: (617) 654 1735  
[kklein@k-plaw.com](mailto:kklein@k-plaw.com)  
[www.k-plaw.com](http://www.k-plaw.com)

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and its attachments, if any, and destroy any hard copies you may have created and notify me immediately.



## GRANT OF SEWER EASEMENT AND AGREEMENT

Parmalees, LLC, a Massachusetts Limited Liability Company, having an address of 19 Sylvan Lane, Groton, Massachusetts (hereinafter "Grantor"), for consideration of \$1.00 (one dollar) paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTS to the Town of Ayer, a Massachusetts municipal corporation, having an address of One Main Street, Ayer, Massachusetts (the "Town"), with QUITCLAIM COVENANTS, the perpetual right and easement to construct, inspect, repair, remove, replace, operate, and forever maintain and abandon in place a pump station for sanitary sewer or sewers with any manholes, pipes, conduits and other appurtenances, within, along, upon and under the Easement Area, and to do all other acts incidental to the foregoing, including the right to pass along, over, in, through, and under the whole of the Easement Area approximately 32.05 feet along Willow Road and shown as "Proposed Utility Easement" on a plan entitled "Plan of Easement in Ayer, Mass." prepared for M.C.O. Associates, scale 1" = 20', October, 2006, prepared by David E. Ross Associates, Inc. to be recorded herewith (the "Plan"). \*said plan being attached hereto

To the best of its knowledge and belief, the Grantor represents that the aforesaid Easement is free and clear of liens and encumbrances (other than matters of record) which would interfere with the intended use thereof, and that, subject to the rights of Middlesex Savings Bank as mortgagee, it has the full power and authority to enter into this Grant of Easement and Agreement.

The Town shall have the permanent right of entry upon and passage over said Easement Area from time to time, for the purposes aforesaid and for uses incidental thereto;

The Town agrees that any area disturbed by the Town's exercise of the rights granted herein will be restored, as nearly as possible, to its original condition at the expense of the Town;

The foregoing rights and Easements shall be subject to the following rights, agreements, covenants and restrictions in favor of the Grantor as owner of the fee in the Easement Area and of the adjacent premises shown on said Plan as "Parmalees, LLC" and its successors in title (collectively referred to herein as the "Grantor"); and shall be binding on the Town so long as the Easement granted herein is in effect, and shall, like the Easement, run with the land:

1. The Town will bear all costs and expenses in connection with the exercise of the rights and easements granted hereby;
2. The Town will obtain at its own expense all necessary local, state and federal permits and licenses as may be applicable to the work to be performed and the activities to be conducted within and adjacent to the Easement Area, and will, to the extent permitted by law, defend, indemnify and hold the Grantor harmless on account of its failure to obtain such permits and licenses or for its failure to comply with the terms of the same;

Please return to: D'Agostine, Levine, Parra & Netburn, P.C. P. O. Box 2223  
Acton, MA 01720

3. The Town will, to the extent permitted by law, defend, indemnify and hold the Grantor harmless on account of any loss or damage suffered by the Grantor resulting from any leaks, spills or contamination of any nature emanating from the Easement and affecting either the Easement itself or other adjacent property of the Grantor and the Town shall remediate at its own expense any damage or contamination resulting therefrom.
4. The rights and easements Granted hereby shall terminate if the Town has not, within one (1) year from the date hereof (a) accepted an 8" sewer main constructed within the limits of Willow Road at sufficient depth for the Grantor to tie into the same at Willow Road by means of a gravity feed sewer branch to serve its premises at 11 Willow Road and (b) allowed the Grantor to open the public way and tie into said sewer main without the payment of any sewer connection, "hook-up" or other fee;
5. If the Town shall at any time abandon or discontinue the use of the facilities and equipment installed within the Easement Area, the Town will remove all structures and improvements (both above ground and underground) and restore the Easement area to its condition as of the date of this Grant of Easement and this Easement shall terminate.

This Easement is not a transfer of all or substantially all of the assets of the Grantor.

All rights and privileges herein granted or reserved, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and their respective legal representatives.

For the Grantor's title, see deed dated September 15, 2005 from Joseph F. D'Ambrosio, Trustee of L&G Realty Trust to Parmalees, LLC recorded with Middlesex South District Registry of Deeds at Book 46131 Page 172.

EXECUTED as a sealed instrument this 19 day of June, 2007.

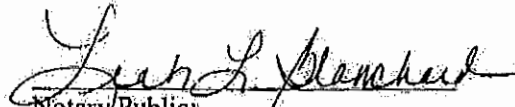
PARMALEES, LLC

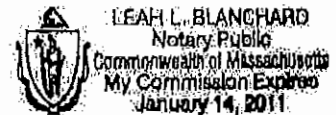
By: Joseph F. D'Ambrosio  
Joseph F. D'Ambrosio, Sr.  
It's Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 19<sup>th</sup> day of June, 2007, before me, the undersigned notary public, personally appeared Joseph F. D'Ambrosio, Sr., Manager of Parmalees, LLC, a Massachusetts limited liability company, Joseph F. D'Ambrosio, proved to me through satisfactory evidence of identification, which were driver license to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as his free act and deed, and the free act and deed of said company.

  
Notary Public:  
My Commission Expires: 1-14-2011



Prepared by:  
Dane Brady & Haydon, LLP  
P.O. Box 540  
Concord, Massachusetts  
(978) 369-8333  
hdane@danelaw.com

ACCEPTANCE

The foregoing Grant of Sewer Easement from Parmalees, LLC is hereby accepted by the Town of Ayer, acting by and through its Board of Selectmen, acting as Sewer Commissioners pursuant to the authority given by G.L. c.83, §1 and any and every other authority appertaining, this 6<sup>th</sup> day of Nov, 07.

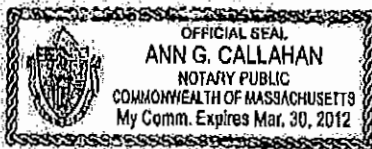
BOARD OF SELECTMEN

[Signature]  
[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

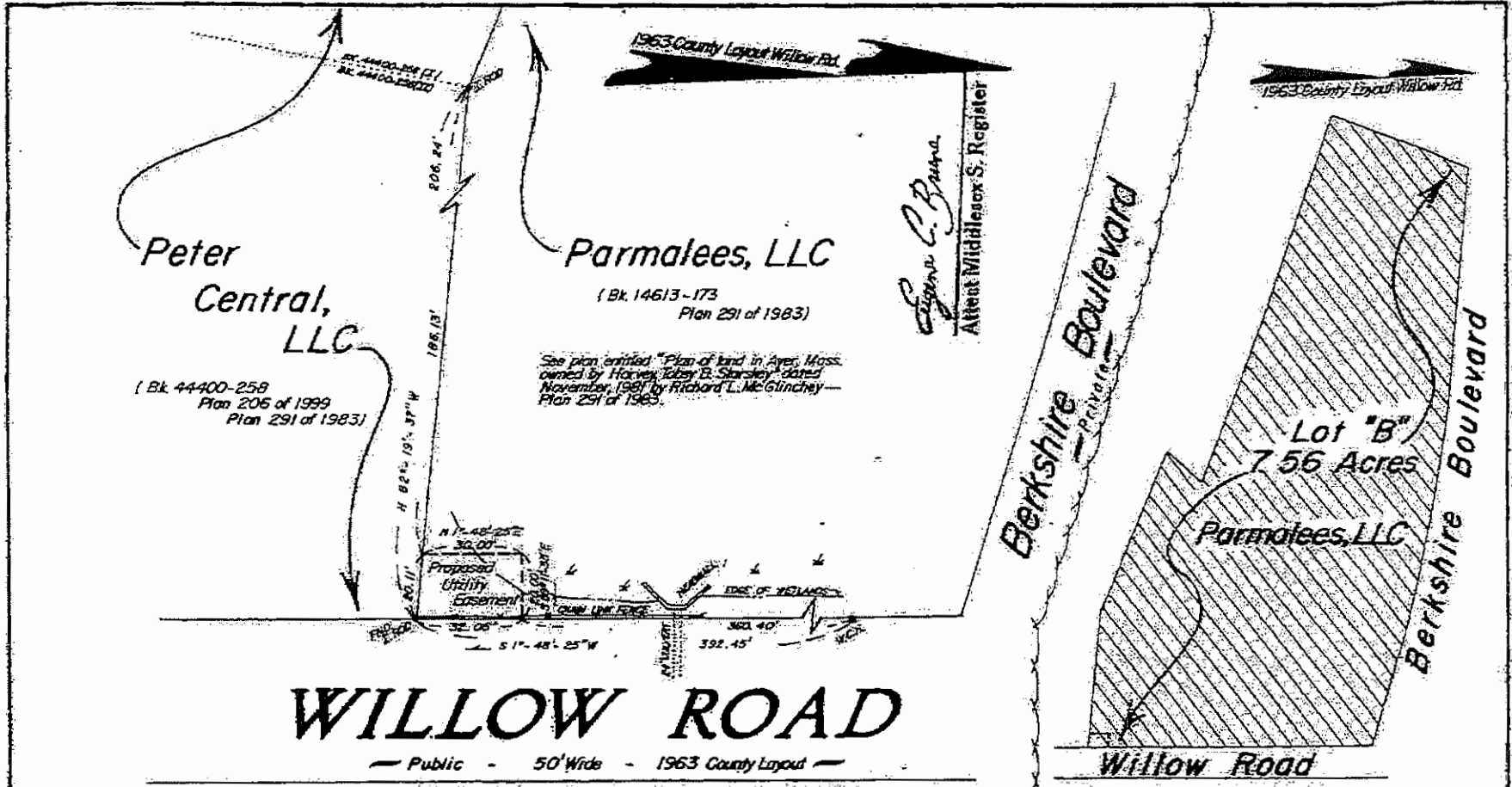
Middlesex, ss Nov. 6, 2007

Then personally appeared the above named Selectmen, member of the Board of Selectmen as aforesaid, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Town of Ayer, before me.



Ann G. Callahan  
March 30, 2012, Notary Public  
My commission expires!

G: HJD/dambrosio.sewereasement



# WILLOW ROAD

Public - 50' Wide - 1963 County Layout

## Ayer Planning Board

APPROVAL UNDER SUBDIVISION CONTROL LAW

NOT REQUIRED C.A.I. S.B.-P

DATE:

Easement Plan - No Endorsement Required.

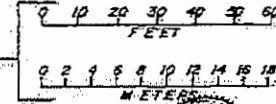
SEE SURVEYORS CERTIFICATE.

### M.G.L. CHAPTER 268B SURVEYORS CERTIFICATE

I hereby certify that the property lines shown on this plan are the lines actually existing, and that the lines of the streets and ways shown are those of public or private streets or ways already established, and that no other lines for the division of existing ownership or for new ways are shown.

Date: 10/10/06 Surveyor: [Signature]

REG. NO. 8584 REG. EXPIRES 12/31/08



I CERTIFY THAT THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS.



### PLAN OF EASEMENT IN Ayer, Mass.

PREPARED FOR M.C.O. Associates

SCALE: 1" = 20' OCTOBER, 2006

David E. Ross Associates, Inc.

CIVIL ENGINEERS  
LAND SURVEYORS  
ENVIRONMENTAL CONSULTANTS  
P.O. BOX 361 (77 MAIN ST.) AYER, MASS. 01832  
(TEL. NO. 978-728-6232)

JCE NO. 18840 PLAN NO. 44-6263

# DEPARTMENT OF PUBLIC WORKS



Michael J. Madigan, P.E., Superintendent  
Pamela J. Martin, Office Manager

February 19, 2008

25 BROOK STREET  
AYER, MASSACHUSETTS 01432  
Tel. (978) 772-8240  
Fax (978) 772-8244

Mark O'Hagan  
MCO & Associates, Inc.  
P.O. Box 372  
Harvard, MA 01451

Re: Willow Road Sewage Pump Station

Dear Mr. O'Hagan:

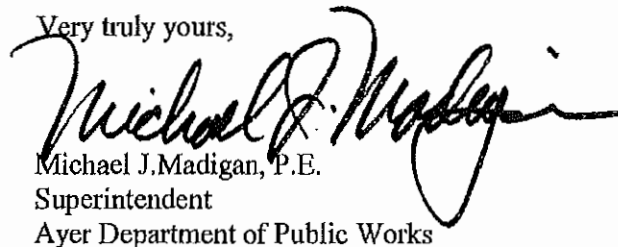
As you are aware, the sewage pump station on Willow Road is now on-line and servicing two of the units in the Willows.

While the pump station is operational, the pump station has not and will not be accepted by the Town until the following are either furnished or completed:

1. Two (2) copies of easement documents for the pump station fully executed and filed.
2. Paving around pumping station.
3. Chain-link fence with sliding gate around pumping station.
4. As-built drawings for sewer line already installed in Willow Road.
5. Replacement of paving in front of pump station in Willow Road damaged during a water main leak/break that occurred last fall.
6. Monies invoiced and owed the Town of Ayer for services of the Water Department responding to the above mentioned water main leak/break.

If you have any questions regarding this matter, please contact me.

Very truly yours,



Michael J. Madigan, P.E.  
Superintendent  
Ayer Department of Public Works

Cc: Shaun Suhoski, Town Administrator



# DEPARTMENT OF PUBLIC WORKS



Michael J. Madigan, P.E., Superintendent  
Pamela J. Martin, Office Manager

25 BROOK STREET  
AYER, MASSACHUSETTS 01432  
Tel. (978) 772-8240  
Fax (978) 772-8244

## MEMORANDUM

**To:** Ayer Sewer Commissioners  
**Cc:** Shaun Suhoski, Town Administrator  
**From:** Michael J. Madigan, P.E., Superintendent  
**Date:** July 10, 2006

A handwritten signature in dark ink, appearing to be "M J Madigan", is written over the "From:" field of the memorandum.

**Subject:** Sewer System Connection Permit  
"The Willows" Subdivision

I have previously reviewed plans for "The Willows" development proposed to be constructed off of Willow Road. The sewer system connection, which represents the site on sewer system, will serve 97 units or a total of 243 bedrooms which will represent approximately 26,730 gallons per day of wastewater. There is sufficient capacity at the Town's Wastewater Treatment Plant to accept this additional wastewater flow.

Specifically, this sewer system connection to serve this development will consist of the following components located within the development:

1. 2,571' of 8" gravity sewer
2. 995' of 4" force main
3. Sewage pumping station

Enclosed you will find a copy of the Sewer System Connection Application along with several plans for the development showing the proposed sewer system within the development.

The entire sewer infrastructure required for the support of the "The Willows" development consists of:

- a. Gravity sewer, sewage pumping station and force main to be installed in Willow Road – this has been submitted as a Sewer System Extension Application, reviewed and approved by the Ayer Sewer Commissioners on May 31, 2005 and by Massachusetts Department of Environmental Protection (DEP) on April 12, 2006.
- b. Gravity sewer, sewage pumping station and force main within the proposed development for which this Sewer System Connection Application is being made.

A question had been raised by DEP in the past regarding whether the Town of Ayer would be willing to accept the responsibility for the sewer system within "The Willows" development. I responded to DEP in a January 11, 2006 letter (copy attached) in which I stated that "The Town of Ayer, has no intention to accept responsibility for any sewer system extension other than the originally submitted sewer system infrastructure within "Willow Road". In fact, The Town of Ayer Zoning Board of Appeals in their project approval of October 18, 2005 set a condition under Utilities – Item 13 that the Zoning Board requires that the (g) Sewer Systems (within the development) " should be and shall remain forever private, and that the Town shall not have, now or ever, any responsibility for their operation or maintenance."

I am recommending and requesting that the Sewer Commissioners approve the Sewer System Connection Application for "The Willow" development.



KOPELMAN AND PAIGE, P.C.  
*The Leader in Municipal Law*

101 Arch Street  
Boston, MA 02110  
T: 617.556.0007  
F: 617.654.1735  
www.k-plaw.com

December 20, 2007



Jeanne S. McKnight  
jmcknight@k-plaw.com

BY FACSIMILE - (978)772-3017  
AND BY FIRST CLASS MAIL

Mr. Michael Madigan  
Superintendent  
Department of Public Works  
25 Brook Street  
Ayer, MA 01432

Re: Willow Road (Parmalees, LLC) Sewer Pump Station Easement

Dear Mr. Madigan:

By facsimile memorandum on October 16, 2007 you asked me to review the form of the final, signed Grant of Sewer Easement and Agreement from Parmalees, LLC ("Parmalees"), to the Town, dated June 28, 2007 (the "Easement Deed") and a Subordination of Mortgage, dated July 16, 2007 (the "Subordination"). You also sought review of a letter to you dated September 27, 2007 from Devin Hardiman of David E. Ross Associates, Inc., re: Environmental Research [with respect to the easement locus] (the "Environmental Due Diligence Letter") and a title certification in the form of a letter to you dated September 27, 2007 from Cathy S. Netburn, Esq., of D'Agostine, Levine, Parra & Netburn, P.C. (the "Title Certification").

The Easement Deed is in good form for acceptance by the Board of Selectmen acting as Sewer Commissioners. The Subordination and signed and notarized Acceptance form should be recorded with the Easement Deed.

The Environmental Due Diligence Letter constitutes a minimal Phase I assessment involving a records search. The letter does not mention whether or not Mr. Hardiman or another employee of David E. Ross Associates, Inc., visited the site. A Phase I assessment usually involves a site visit. At least, you or a member of your staff or your consulting engineer on this project should walk the site, if you have not already done so, looking for evidence of dumping or contamination.

The Title Certification raised an issue with respect to one of the encumbrances listed as #2 on Exhibit "A" Schedule of Encumbrances, that is, the reservations contained in a 1973 deed from Harvey Slarskey to Moore's Falls Corporation (the "Slarskey Deed"). Furthermore, it appears that the Title Certification had a mistake in the Book/Page reference for the Slarskey Deed (it was given as Book 112565, Page 608 and should have been Book 12565, Page 608). Attorney Netburn has provided a revised Exhibit "A" to correct that error, which I have enclosed. Please substitute this Exhibit "A" for the one attached to the Title Certification.

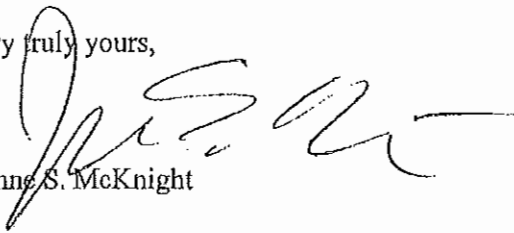
**KOPELMAN AND PAIGE, P.C.**

{Name of Recipient}  
{Title of Recipient}  
December 20, 2007  
Page 2

I reviewed the 1973 deed from Slarskey to Moore's Falls Corporation and obtained from the Middlesex South Registry on-line title service a reduced copy of the plan that is noted on the easement plan referenced in the Easement Deed, that is, the plan titled "Plan of Land in Ayer, Mass. Owned by Harvey, Tobey B. Slarskey Surveyed in November 1981 Richard L. McGlinchey," recorded with Middlesex South District Registry of Deeds at Plan No. 291 of 1983 at Book 14949, Page 71 (the "1983 Plan"), a copy of which is enclosed. I also obtained and reviewed a copy of the 1973 Slarskey Deed, a copy of which is enclosed. I conclude from the description of the land conveyed by the Slarskey Deed and from review of the 1983 Plan that the land conveyed by the Slarskey Deed is now Berkshire Boulevard, abutting the Parmalees land to the north. Furthermore, it appears that the rights and easements reserved by Slarskey in that deed do not encumber the Parmalees land that is to be burdened by the new sewer easement; instead, the rights and easements reserved in the Slarskey deed are appurtenant to the Parmalees land and burden the land that is now Berkshire Boulevard. Thus I am not concerned that these rights, which include general access rights, the right to connect to utilities and the right to install and maintain a rail siding, affect the sewer easement premises.

I recommend that at the time of recording of the Easement Deed, the Parmalees, LLC, title be run down from September 24, 2007 at 3:00 PM, being the date and time of the Title Certification. If you send the Easement Deed to me for recording, I will arrange for such rundown.

Very truly yours,

  
Jeanne S. McKnight

JSM/smm

Enc.

cc: Board of Selectmen

333891/AYER/0001

Exhibit "A"

Schedule of Encumbrances

1. Taking by the County Commissioners for the County of Middlesex, for the relocation of Willows Road, dated October 27, 1961, recorded with said Deeds in Book 10355, Page 180;
2. Reservations contained in a deed from Harvey Slarskey to Moore's Falls Corporation dated December 14, 1973, recorded with said Deeds in Book 12565, Page 608;
3. Order of Conditions issued by the Town of Ayer Conservation Commission, DEQE File No. 100-36, dated July 25, 1984, recorded with said Deeds in Book 15712, Page 333, as affected by Certificate of Compliance dated December 17, 1991, recorded with said Deeds in Book 21723, Page 182;
4. Order of Conditions issued by the Town of Ayer Conservation Commission, DEQE File No. 100-48, as affected by Certificate of Compliance dated March 30, 1989, recorded with said Deeds in Book 19790, Page 154;
5. Mortgage, Security Agreement and Financing Statement from Joseph F. D'Ambrosio, Sr., Trustee of L & G Realty Trust, in favor of Middlesex Savings Bank, dated April 21, 2004, recorded with said Deeds in Book 42561, Page 241, as affected by Subordination Agreement to be recorded;
6. Collateral Assignment of Leases and Rentals from Joseph F.D'Ambrosio, Sr., Trustee of L & G Realty Trust, in favor of Middlesex Savings Bank dated April 21, 2004, recorded with said Deeds in Book 42561, Page 257;

Re/title certifications/Willow Road Ayer--sewer pump station

REC-11-73 PM 3.25 1973

BK. 12565 PG 608

710/ 08

I (X)ed Harvey Slarskey  
of Worcester Worcester County, Massachusetts

Delaware for consideration paid, grant to Moore's Falls Corporation, a  
Corporation having its principal place of business at 4500  
Federal Tower, Boston, Massachusetts 02199  
(The full consideration for this sale

and transfer is) Thirty Thousand (30,000.00) Dollars

or

with quiet claim covenants (Give mailing address and  
County of Grantee)  
the highest and best use (Mass Glc 183 Sec. 6)

a parcel of land in Ayer, Middlesex County, Massachusetts, bounded  
and described as follows:

- EASTERLY By Willows Road, 53.36 feet;
- SOUTHERLY By remaining land of the Grantor, by three  
bounds of 445.70 feet, 146.79 feet, and  
307.10 feet, respectively;
- WESTERLY By land formerly of Mildred L. Erikson,  
conveyed to the Grantor by deed of even  
delivery and recorded herewith, 52.21 feet;
- NORTHERLY By land of the Boston and Maine Corporation,  
by three bounds of 291.71 feet, 150.53 feet,  
and 434.76 feet, respectively.

Being shown on a plan to be recorded herewith entitled "Land in Ayer,  
Mass. Surveyed for Virginia Holding Corporation" prepared by Gordon E.  
Ainsworth & Associates, Inc., and dated June 27, 1972, said parcel  
containing 1.020 acres according to said plan.

For said consideration the Grantor releases to the Grantee all of  
the Grantor's right, title and interest, if any, in and to that  
portion of said Erikson land conveyed to the Grantee by said deed  
of even delivery and recorded herewith.

The granted premises are a portion of the premises described in the  
deed of Doris Slarskey to Doris Slarskey and the Grantor as joint  
tenants, dated February 5, 1970 and recorded with Middlesex South  
District Deeds in Book 11799, Page 096. Doris Slarskey died a  
resident of Worcester on April 24, 1973 (Worcester Probate No. 258276).

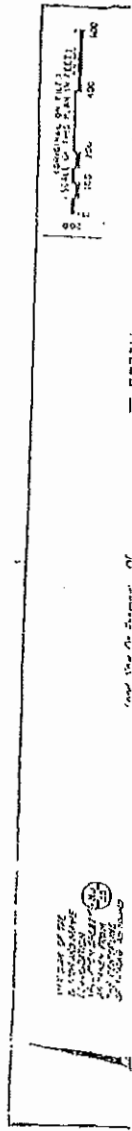
Reserving to the Grantor, his lessees, assigns and successors in title  
to all or part of his remaining land; that is, the land described in  
said deed of February 5, 1970, except for the portion thereof conveyed  
heroby:

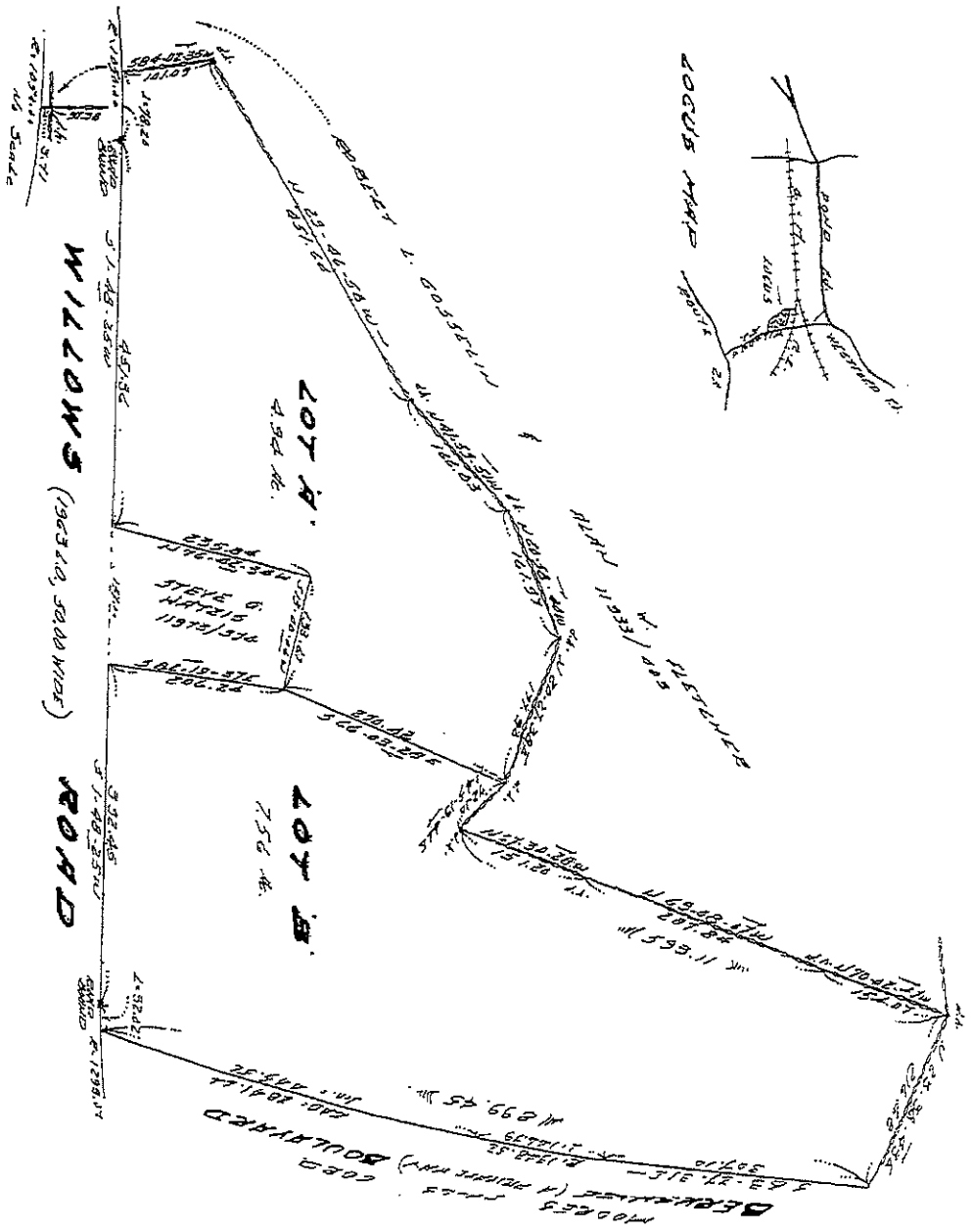
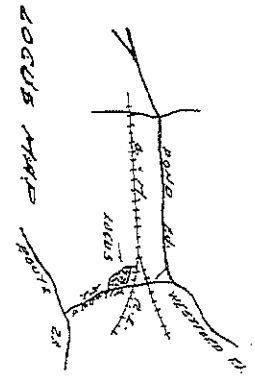
1. The right to pass and repass on foot and with vehicles over  
the granted premises for the purpose of passing and repassing from  
Willows Road to and from any part of such remaining land.
2. The right to make connections with and to use any and all  
gas, water, sewer, electricity and any and all other utility lines,  
pipes, wires or conduits installed on the granted premises; subject,  
however, to the obligation to install separate metering devices or  
otherwise to provide for the measurement of and to pay for the cost  
of the use of such utilities attributable to such remaining land.
3. The right from time to time to install and to maintain one  
or more rail sidings over the granted premises.
4. These rights shall also apply in the event that the Grantee  
or its assigns or successors dedicates the said premises or any  
part thereof for public or some other use.

12-14-73 H S

CAROL A. BLAKE NP

SEE PLAN IN RECORD BOOK PAGE 628

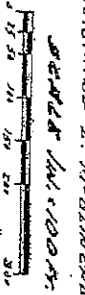




**NOTE**  
 PLANNING BOARD APPROVE  
 LOT BOUNDARIES DATE 3/23/83  
 DIVISION CIVILIAN PLAN,  
 State of Massachusetts  
 Robert H. Woodworth  
 Edward J. Cook  
 Robert H. Woodworth  
 Edward J. Cook  
 Robert H. Woodworth  
 Edward J. Cook  
 3/23/83

BEAR OF LAND  
 BY  
**HARVEY ROSEY & SONS**  
 CIVIL ENGINEERS  
 100 W. MAIN ST.  
 BOSTON, MASS. 02108

SEE PLAN 196310, 3.117



I CERTIFY THAT THE ABOVE  
 IS A TRUE AND CORRECT  
 COPY OF THE ORIGINAL  
 RECORD AS ENTERED IN  
 THE OFFICE OF THE  
 REGISTRAR, MASS.  
 3/23/83

Massachusetts Registry of Deeds, So. Dist.  
 OFFICE OF THE REGISTRAR  
 100 W. MAIN ST., 10TH FLOOR  
 BOSTON, MASS. 02108  
 FILED  
 3/23/83  
 FOR THE REGISTRAR  
 Registrar

3916 145/1400

# DEPARTMENT OF PUBLIC WORKS



Michael J. Madigan, P.E., Superintendent  
Pamela J. Martin, Office Manager

100 PARK STREET  
AYER, MASSACHUSETTS 01430  
TEL: (978) 772-8240  
FAX: (978) 772-8244

January 11, 2006

Ms. Xiaoning Chen  
Department of Environmental Protection  
Central Regional Office  
627 Main Street  
Worcester, MA 01608

Re: "The Willows", Willow Road, Ayer  
Ayer - BRP #WO61851

Dear Ms. Chen:

In response to your recent telephone call to me, I have reviewed the November 21, 2005 David E. Ross Associates letter responding to the September 9, 2005 MADEP review letter regarding the Sewer System Extension permit application for "The Willows" development, Willow Road, Ayer. In the Ross letter, a modified permit application to include the private sewer system within "The Willows" was submitted.

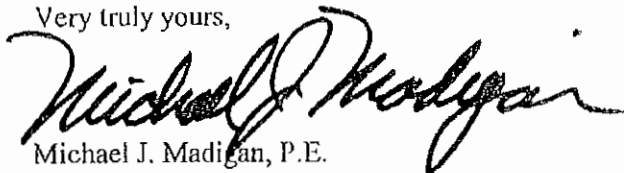
You asked if the Town of Ayer would be willing to accept the responsibility for the sewer system with "The Willows" development. The Town of Ayer, has no intention to accept responsibility for any sewer system extension other than the originally submitted sewer system infrastructure within Willow Road.

The modified Sewer System Extension permit application was submitted to MADEP without the Town of Ayer's formal approval. It is the policy of the Town of Ayer not to assume responsibility of a total sewer collection system with a private complex. In fact, the Town of Ayer Zoning Board of Appeals in their project approval of October 18, 2005 set a condition under Utilities - Item 13 that the Zoning Board requires that the (g) Sewer Systems (within the development) "should be and shall remain forever private, and that the Town shall not have, now or ever, any responsibility for their operation or maintenance.



If you have any questions regarding this matter, please contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael J. Madigan". The signature is fluid and cursive, with the first name "Michael" being the most prominent.

Michael J. Madigan, P.E.  
Superintendent  
Ayer Department of Public Works

Cc: Ayer Board of Selectmen  
Ayer Zoning Board  
Ayer Town Administrator  
Mark O'Hagen, Willow Road Development, LLC  
John E. Boardman, David E. Ross



# Onsite Engineering, Inc.

*Water, Wastewater and Stormwater Specialists*

April 21, 2016

Mr. Mark Wetzel, P.E., Superintendent  
Department of Public Works  
Town of Ayer  
25 Brook Street  
Ayer, MA 01432

Re: West Main Street Pump Station Replacement  
Notice of Award  
Onsite Project # 01151

Dear Mr. Wetzel:

On April 4, 2016 at 1:30 PM (EST), the Town of Ayer Department of Public Works received sealed proposals for the West Main Street Pump Station Replacement project, at which time the proposals were opened and publicly read aloud. The Department of Public Works received nine proposals to perform the work associated with the replacement of the existing West Main Street Pump Station Replacement. A summary of the bid results as read aloud are summarized below:

<b>Contractor</b>	<b>Base Bid</b>
Scherbon Consolidated, Inc.	\$339,600.00
JA Polito	\$345,000.00
Ricciardi Bros, Inc.	\$369,000.00
N. Granese & Sons, Inc.	\$405,000.00
Defelice Corp.	\$415,000.00
Pride Environmental & Construction	\$475,576.00
RJV Construction	\$483,000.00
UEL Contractors, Inc.	\$492,100.00
Aqua Line Utility	\$510,000.00

Based on the bid results, Scherbon Consolidated, Inc. is the apparent low bidder based on the Base Bid. As part of our due diligence, Onsite Engineering requested information from Scherbon regarding the list of employees to be used on the project, as well as certification of 10 Hour OSHA Construction Safety Training. In addition, Onsite Engineering requested that Scherbon confirm their understanding of the scope of work involved with the Project and that their fee associated with the work was consummate with the necessary work.

Mr. Mark Wetzel, P.E., Superintendent  
Department of Public Works

April 21, 2016  
Page 2

Based on the information provided to us, we contacted select references associated with pump station projects in an effort to assess their previous performance on projects of this nature. In general, the people we contacted indicated that Scherbon Consolidated, Inc. was qualified to perform the work associated with the Project, worked well with Owners and Engineers, and that the projects were completed on time and within the allocated budget.

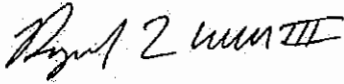
In addition to the past project performance review, Onsite Engineering also researched available information from the Commonwealth of Massachusetts Office of the Attorney General and the Division of Capital Asset Management and Maintenance (DCAMM) websites to determine whether firm was debarred from working on public works projects. According to this information, Scherbon Consolidated, Inc. is not currently debarred.

Based on the review of information provided, correspondence with various people regarding past performance, and current debarment information, we have not found any evidence that would indicate Scherbon Consolidated, Inc. to be unresponsive and/or not responsible while working on previous public works projects.

Thank you for your attention to this matter. If you have any questions or require any additional information, please feel free to contact our office.

Sincerely,

Onsite Engineering, Inc.



Raymond L. Willis, III, P.E.  
Vice President

Enclosures

*Contract Documents and  
Specifications for  
the West Main Street  
Pump Station Replacement*

*for*

*Town of Ayer  
Ayer, Massachusetts*

*Prepared by:*

Onsite Engineering, Inc.  
279 East Central Street  
PMB 241  
Franklin, MA 02038

March 2016

*Project Number: 01151*

Onsite Engineering, Inc.

Water, Wastewater and Stormwater Solutions

DRAFT

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

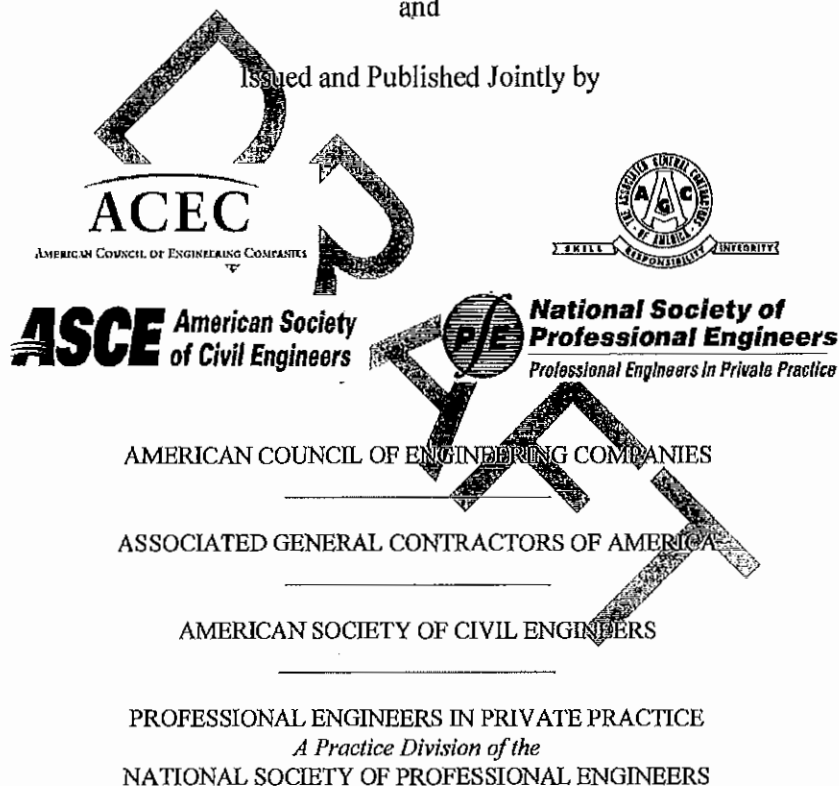
## FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

This Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The language contained in the Instructions to Bidders (EJCDC C-200, 2007 Edition) is also carefully interrelated with the language of this Agreement. Their usage is discussed in the Narrative Guide to the 2007 EJCDC Construction Documents (EJCDC C-001, 2007 Edition).

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1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

Associated General Contractors of America  
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308  
(703) 548-3118  
[www.agc.org](http://www.agc.org)

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**FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between \_\_\_\_\_ (“Owner”) and  
\_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby 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 of this Contract generally consists of replacing an existing sewage pump station with a new, suction lift style pump station. The project shall include, but not necessarily limited to, the installation of a suction lift duplex pump system, providing an enclosure for the pumps and service panels; maintaining flow conditions of the existing pump station throughout the duration of the project; the abandonment of the existing pump station’s wet well and dry pit including all electrical systems; new sections of gravity collection system, force main piping and associated valves; loaming and seeding; and all appurtenances and incidentals to make a complete and operational pump station.

**ARTICLE 2 – THE PROJECT**

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

**West Main Street Pump Station Replacement, Town of Ayer, Department of Public Works, Ayer, MA**

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Onsite Engineering, Inc. (Engineer), which 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 4 – 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 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 196 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 210 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above 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 \$1,000.00 for each day that expires after the time specified in Paragraph 4.02 above 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 \$1,000.00 for each day that expires after the time specified in Paragraph 4.02 above 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, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a lump sum of: \$ \_\_\_\_\_

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

**Extra Work Items**

<u>Unit Item</u>	<u>Quantity</u>	<u>Item Description</u>	<u>Unit Measurement</u>	<u>Established Unit Price</u>
2	20	Rock Removal	Cubic Yards	\$100.00
3	20	Unsuitable	Cubic Yards	\$30.00



Provide Basis for Bid Unit Price for Level C protection for all personnel based on E4.

Item No.	Est. Quantity	Description and Bid Unit Price in Words	Bid Unit Price	Bid Price
4	LS	Level D protection for personnel	\$	\$
Lump Sum in Words				

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments, Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by the 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 in Paragraph 14.01 of the General Conditions.

B. Owner will make progress and final payments as provided in Article 14 of the General Conditions of the Contract and in accordance with the applicable Massachusetts General Law.

## ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 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 considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the

means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that 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.
- F. 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.
- 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 8 – CONTRACT DOCUMENTS

### 8.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. Advertisement for Bids.
  - 2. Instructions to Bidders.
  - 3. This Agreement.
  - 4. Performance bond.
  - 5. Payment bond.
  - 6. General Conditions.
  - 7. Supplementary Conditions.
  - 8. Specifications as listed in the table of contents.
  - 9. Drawings consisting of \_\_\_\_ sheets with each sheet bearing the following general title: \_\_\_\_ [or] the Drawings listed on attached sheet index.
  - 10. Addenda (numbers \_\_\_\_ to \_\_\_\_, inclusive).
  - 11. 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).
12. 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 Orders.
- 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 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 9 – MISCELLANEOUS

### 9.01 *Terms*

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

### 9.02 *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.

### 9.03 *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.

9.04 *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.

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).			
OWNER:		CONTRACTOR	
By:		By:	
Title:		Title:	
		(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)	
Attest		Attest:	
Title:		Title:	
Address for giving notices:		Address for giving notices:	
		License No. _____ (Where applicable)	
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)		Agent for service of process:	

As required by M.G.L. Chapter 44, Section 31 C, this is to certify that the Owner has an approved appropriation that is adequate to cover the cost of this Contract.

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

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

**Paving Items**

**2016 THROUGH 2018  
ROAD PAVING AND TREATMENT**

**AYER DEPARTMENT OF PUBLIC WORKS**

---

**BIDDING AND CONTRACT  
REQUIREMENTS AND  
SPECIFICATIONS**

---

**March 2016**



25 BROOK STREET  
AYER, MA 01432

**SECTION 00810  
NOTICE OF AWARD**

Dated September 18, 2015

<b>Project: Chapter 90 Paving</b>	<b>Owner: Town of Ayer</b>	Owner's Contract No.:
<b>Contract: Road Paving and Treatment</b>		Engineer's Project No.:
<b>Bidder: P J Albert Inc</b>		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		
<b>PO Box 2165</b>		
<b>Fitchburg, MA 01420</b>		

You are notified that your Bid dated April 6, 2016 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for 2016 Through 2018 Road Paving and Treatment.  
(Indicate total Work, alternates or sections or Work awarded.)

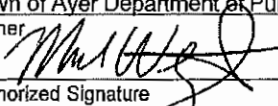
The Contract Price of your Contract for 2016 is \$315,684 based on the unit prices and contract quantities in the Bid Form. Two additional 1-year contract extensions will be executed based on the unit bid prices, quantities for additional streets and subject to Chapter 90 funding. The estimated 2016 quantities and unit bid prices are attached. Payment shall be based on the actual amount of work accepted and for the actual amount of unit work items in place, as determined by the final measurements.

You must comply with the following conditions precedent within ten days of the date you receive this Notice of Award.

1. Deliver to the Owner four fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] and insurance certificate as specified in the Instructions to Bidders (Article 20), and General Conditions (Paragraph 5.01).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Town of Ayer Department of Public Works  
Owner  
By:   
Authorized Signature  
Superintendent of Public Works Mark Wetzel, P.E.  
Title

SECTION 00300

FORM FOR GENERAL BID  
ROAD PAVING AND TREATMENT - 2016 THROUGH 2018

AYER DEPARTMENT OF PUBLIC WORKS  
DEVENS DEPARTMENT OF PUBLIC WORKS  
HARVARD DEPARTMENT OF PUBLIC WORKS  
SHIRLEY HIGHWAY DEPARTMENT

The following Bid is submitted to: Town of Ayer, Harvard, Shirley and Devens DPW  
C/O Ayer DPW 25 Brook Street  
Ayer, MA 01432

By (Contractor Name): P.J. Albert, Inc.  
(Address for Giving Notice): P.O. Box 2165  
Fitchburg, MA 01420

A. The Undersigned proposes to furnish all labor and materials required **Road Paving And Treatment - 2016 Through 2018-** Ayer, Devens, Harvard and Shirley in accordance with the accompanying specifications the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda

Number One (1)  
Dated 3/31/2016

C. The proposed contract price for the Base Bid including Bid Items 1 through 19 complete is Eight Hundred Seventy Two Thousand Six Hundred Eighty Six Dollars and Forty Cents

\_\_\_\_\_ dollars (\$ 872,686.40 ).  
(in Words) (in Figures)



Item No.	Estimated Quantity* 2016	Units	Description and Price Bid in both Words and Figures	Total in Figures
1	6,900	Ton	In-place pavement, top and binder Sixty Eight Dollars and <u>Zero</u> Cents ( <u>\$68.00</u> ) **Price adjustment see below	\$469,200.00
2	175	Ton	FOB, top and binder per ton Fifty Five Dollars and <u>Zero</u> Cents Cents ( <u>\$55.00</u> ) **Price Adjustment see below	\$9,625.00
3	8,000	SY	Pavement Reclaiming Two Dollars and <u>Seventy Six</u> Cents ( <u>\$2.76</u> )	\$22,080.00
4	37,906	SY	Cold Planing One Dollars and <u>Ninety</u> Cents ( <u>\$ 1.90</u> )	\$72,021.40
5	40	Each	Raise and Adjust Castings for Overlay One Hundred Dollars and <u>Zero</u> Cents ( <u>\$100.00</u> )	\$4,000.00
6	48	Each	Lower, Raise and Adjust Castings for Reclaiming One Hundred Dollars and <u>Zero</u> Cents ( <u>\$100.00</u> )	\$4,800.00
7	9	V FT.	Rebuild Manholes and Catch Basins One Hundred Dollars and <u>Zero</u> Cents ( <u>\$100.00</u> )	\$900.00
8	2	Each	New Catch Basin or Manhole Frame and Cover Four Hundred Fifty Dollars and <u>Zero</u> Cents ( <u>\$ 450.00</u> )	\$900.00

Item No.	Estimated Quantity* 2016	Units	Description and Price Bid in both Words and Figures	Total in Figures
9	8	Each	Raise and Adjust Valve Boxes One Hundred Sixty Five Dollars and <u>Zero</u> Cents (\$ <u>165.00</u> )	\$1,320.00
10	384	Ton	Install driveway aprons as required One Hundred Dollars and <u>Zero</u> Cents (\$ <u>100.00</u> )	\$38,400.00
11	3,380	SY	Bituminous Concrete Sidewalk Thirty Four Dollars and <u>Zero</u> Cents (\$ <u>34.00</u> ) **Price Adjustment See Below	\$114,920.00
12	500	SY	Cement Concrete Sidewalk Forty Dollars and <u>Zero</u> Cents (\$ <u>40.00</u> )	\$20,000.00
13	200	SY	Cement Concrete Wheelchair Ramp Seventy Dollars and <u>Zero</u> Cents (\$ <u>70.00</u> )	\$14,000.00
14	7,020	LF	Bituminous Cape Cod Berm Three Dollars and <u>Fifty</u> Cents (\$ <u>3.50</u> )	\$24,570.00
15	500	LF	Bituminous Curb Three Dollars and <u>Fifty</u> Cents (\$ <u>3.50</u> )	\$1,750.00
16	2,000	LF	Granite Curb - Straight Thirty Dollars and <u>Zero</u> Cents (\$ <u>30.00</u> )	\$60,000.00

Item No.	Estimated Quantity* 2016	Units	Description and Price Bid in both Words and Figures	Total in Figures
17	200	LF	Granite Curb - Curved Thirty Eight Dollars and Zero Cents (\$ 38.00 )	\$7,600.00
18	100	LF	Granite Curb - Straight Transition Thirty Five Dollars and Zero Cents (\$ 35.00 )	\$3,500.00
19	10	EACH	Granite Curb Inlet Three Hundred Ten Dollars and Zero Cents (\$ 310.00 )	\$3,100.00
20	300	LF	Furnish and install erosion control (silt fence and hay bales) Dollars and Cents (\$ )	
21	15,000	SY	Treated Stone Seal Dollars and Cents (\$ )	
22	13,300	SY	Rubberized Chip Seal Dollars and Cents (\$ )	
23	11	Per Diem	Fiber reinforced crack sealing, Dollars and Cents (\$ )	
24	320,000	LF	Single Painted Traffic Lines Dollars and Cents (\$ )	

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

\*\* Price Adjustment

This bid contains a Price Adjustment for bituminous concrete mixtures. The base price for asphalt cement on this bid is \$385.00 per ton (as of March 2016).

- A. The undersigned certifies under penalties of perjury that this bid in all respects is bonafide, fair and made without collusion or fraud with any person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- B. The undersigned agrees that, if selected as general contractor, they will within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a notice of award by the Awarding Authority, furnish a performance bond for the full amount of the contract price, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority, the premiums for which are to be paid by the general contractor and are included in the contract price.
- C. If requested to complete a contractor's qualification statement, the undersigned agrees to submit same to the Awarding Authority within five days Saturdays, Sundays and legal Holidays excluded from receipt of the form.
- D. The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements or labor employed or to be employed on the work.
- E. **Items 1 through 19 will be awarded as a single contract and Items 20, 21, 22, 23, and 24 will be awarded separately. Bidders for Items 1 through 19 must bid on all 19 items and bidders for the remaining items may bid on the item particular to their trade.**
- F. The contract price of hot mix asphalt mixture will be paid under the respective item in the contract. The Price Adjustment, upwards and downwards, will be made as work is performed, using the most recent bi-monthly posted price as determined by the Massachusetts Department of Transportation. If a price is not posted as scheduled, the previously posted price will remain in effect until the next scheduled posting occurs.
- G. The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of bituminous concrete placed during each previous two-month period by the asphalt content percentage (0.055) times the variance in price between the Base Price and Period Price of asphalt.
- E. The undersigned agrees that, if selected as general contractor, he/she will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general

contractor and are included in the contract price.

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

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

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

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

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

The OWNER shall select the low responsive and responsible bidder based on the Base Bid and available funding.

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

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

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

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

**CERTIFICATIONS**

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

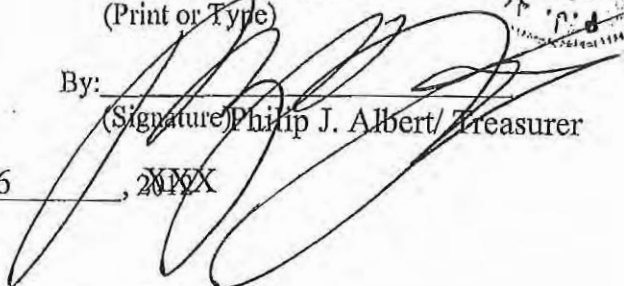
The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he/she will comply fully with all laws and regulations.

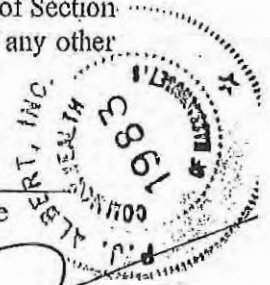
The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business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

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

042787609  
Social Security Number or  
Federal Identification Number

P.J. Albert, Inc.  
Individual or Corporate Name  
(Print or Type)

By:   
(Signature) Philip J. Albert/ Treasurer



RESPECTFULLY SUBMITTED on April 6, 2016, ~~20XX~~

**An Individual**

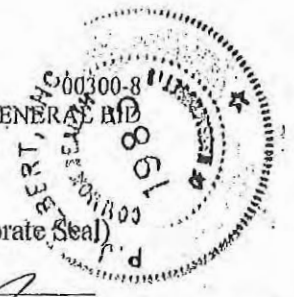
By (Individual's Name) \_\_\_\_\_ (SEAL)  
doing business as \_\_\_\_\_  
Business address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_



**A Partnership**

By (Firm Name) \_\_\_\_\_ (SEAL)  
(General Partner) \_\_\_\_\_  
Business address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_





A Corporation

By (Corporation Name) P.J. Albert, Inc. (Corporate Seal)

(State of Incorporation) Massachusetts

By (Name and Title of Person Authorized to Sign) Philip J. Albert/Treasurer

Attest (Secretary) Shelli M. Chesbrough/Secretary *Shelli M. Chesbrough*

Business address: P.O. Box 2165- Fitchburg, MA 01420

Phone No.: 978-345-7828

A Joint Venture

By (Name) \_\_\_\_\_ (SEAL)

(Address) \_\_\_\_\_

Phone No.: \_\_\_\_\_

By (Name) \_\_\_\_\_ (SEAL)


(Address) \_\_\_\_\_

Phone No.: \_\_\_\_\_

By (Name) \_\_\_\_\_ (SEAL)

(Address) \_\_\_\_\_

Phone No.: \_\_\_\_\_

 **COPY**

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

SEE ATTACHED


00302-1

SECTION 00302

CERTIFICATE OF AUTHORITY TO SIGN

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

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

A true copy,  
  
ATTEST \_\_\_\_\_  
Clerk  
(Corporate Seal)

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





INC

PAVING & EXCAVATING

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P.O. BOX 2165 • FITCHBURG, MASSACHUSETTS 01420

CERTIFICATE OF AUTHORITY  
MEETING OF THE BOARD OF DIRECTORS

April 6, 2016

At a meeting of the Directors of P. J. Albert, Inc. duly called and held at 199 Upham Street, Fitchburg, Massachusetts on the 4th day of January 2016, at which a quorum was present and acting, it was VOTED:

that JACQUELINE MARTHA ALBERT, President, or PHILIP JOSEPH ALBERT, CFO/Treasurer, or WILLIAM PAUL WHEELER, Vice President, or SHELLI MARLENE CHESBROUGH, Secretary, of this Corporation are authorized and empowered to make, enter into, sign, seal and deliver in behalf of this Corporation a Contract for Ayer DPW, Devens DPW, Harvard DPW, Shirley Highway 2016 - 2018 Road Paving and Treatment

and performance and payment bonds (each in the full amount of the Contract) in connection with such Contract.

I do hereby certify that the above is a true and correct copy of the record, that said vote has not been amended or repealed and is in full force and effect as of this date, and that JACQUELINE MARTHA ALBERT is the duly elected President, PHILIP JOSEPH ALBERT is the duly elected Treasurer, WILLIAM PAUL WHEELER is the duly elected Vice President and SHELLI MARLENE CHESBROUGH is the duly elected Secretary of this Corporation.

COMMONWEALTH OF MASSACHUSETTS

Worcester County April 6 2016

Then personally appeared the above named SHELLI MARLENE CHESBROUGH and acknowledged the foregoing instrument to be his free act and deed before me

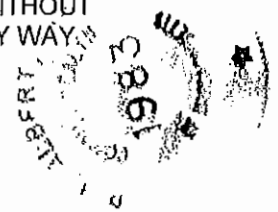
Sonya C Thomas  
SONYA C THOMAS/ NOTARY PUBLIC  
My commission expires: May 5, 2017



P. J. Albert, Inc.

Shelli Marlene Chesbrough  
SHELLI MARLENE CHESBROUGH/SECRETARY

THIS FORM IS VOID AND WITHOUT EFFECT IF ALTERED IN ANY WAY.



SEE ATTACHED

00410  
BID BOND

**SECTION 00410  
BID BOND**

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER:  
Town of Ayer DPW  
25 Brook Street  
Ayer MA 01432

BID

Bid Due Date: April 6, 2016  
Project : 2016 through 2018 Road Paving and Treatment Ayer, Harvard, Shirley and Devens, MA

BOND

Bond Number:  
Date (Not later than Bid due date):  
Penal sum

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal  
)

(Seal)

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



INC

PAVING & EXCAVATING

PH: 978-345-7828 \* 800-370-7828 \* FAX: 978-345-1425  
P.O. BOX 2165 \* FITCHBURG, MASSACHUSETTS 01420-0019

4/1/2016

PERFORMANCE HISTORY

AWARDED BY:	CONTACT & PHONE	CONTRACT AMOUNT	SCOPE OF WORK:	PERCENTAGE OF WORK PERFORMED BY PJA	COMPLETION DATE	PERCENTAGE COMPLETE
<b>BONDED CONTRACTS AWARDED 2016</b>						
TOWN OF HUDSON DEPARTMENT OF PUBLIC WORKS ONE MUNICIPAL DRIVE HUDSON, MA 01749	MAX KAMEL 978-562-9333	\$384,500.00	RECONSTRUCTION & RECLAMATION OF LINCOLN STREET	95%	7/30/2016	0%
TOWN OF BILLERICA TOWN MANAGER'S OFFICE 365 BOSTON ROAD BILLERICA, MA 01821	JOHN C. CURREN 978-671-0942	\$1,323,324.00	ROADWAY MANAGEMENT 2016	90%	12/31/2016	0%
<b>BONDED CONTRACTS AWARDED 2015</b>						
CITY OF LAWRENCE 200 COMMON ST LAWRENCE MA 01840	LANCE HAMEL 978-620-3090	\$2,292,568.75	ROAD RECONSTRUCTION & SURFACING	90%	12/1/2016	25%
CITY OF FITCHBURG 166 BOULDER DRIVE, SUITE 108 FITCHBURG, MA 01420	GARY BEVILACQUA 978-829-1900	\$11,906,636.40	ROAD RESURFACING & RECONSTRUCTION	90%	12/1/2018	10%
TOWN OF HOLDEN 1204 MAIN STREET HOLDEN, MA 01520	JACQUELYN KELLY 508-210-5501	\$87,780.00	COLD PLANING	100%	12/1/2015	10%
TOWN OF AUBURN DEPARTMENT OF PUBLIC WORKS 104 CENTRAL ST AUBURN, MA 01501	WILLIAM COYLE 508-832-7814	\$3,383,089.93	ROAD RECONSTRUCTION & RESURFACING	85%	12/1/2016	80%
TOWN OF SHREWSBURY 100 MAPLE AVE SHREWSBURY, MA 01545	JOHN KNIPE JR 508-841-8513	\$78,293.00	ROADWAY PAVEMENT REPAIRS	100%	12/1/2015	25%
TOWN OF SPENCER DEPT OF UTILITIES & FACILITIES 3 OLD MEADOW ROAD SPENCER, MA 01562	STEVE TYLER 508-885-7525	\$200,000.00	ROADWAY PATCHING & PAVING IMPROVEMENTS	100%	12/1/2015	100%
TOWN OF LINCOLN 30 LEWIS STREET LINCOLN, MA 01773	CHRIS BIBBO 781-259-8999	\$148,260.00	RECLAIM & PAVE	100%	5/1/2015	100%
TOWN OF ASHLAND 20 PONDEROSA ROAD ASHLAND, MA 01721	DAVID MANUGIAN 508-881-0120	\$908,466.25	2015 PAVEMENT PROGRAM	90%	12/1/2015	100%
COMMONWEALTH OF MA MASSHIGHWAY DISTRICT 3 403 BELMONT STREET WORCESTER, MA 01604	DENNIS MANSEAU 508-929-3859	\$1,201,821.07	PAXTON RESURFACING & RELATED WORK	85%	12/1/2016	100%
TOWN OF HOPKINTON P.O. BOX 209 66 FRUIT STREET HOPKINTON, MA 01748	JOHN WESTERLING 508-497-9740	\$608,250.00	MATERIALS & SERVICES - COLD PLANE, RECLAIM & PAVE	95%	12/1/2015	100%
TOWN OF ACTON 472 MAIN STREET ACTON, MA 01720	STEVEN LEDOUX 978-264-9612	\$37,000.00	BERM	100%	12/31/2015	0%
CITY OF WORCESTER DEPARTMENT OF PUBLIC WORKS 20 EAST WORCESTER STREET WORCESTER, MA 01604	CHRISTOPHER GAGNE 508-799-1454	\$2,005,618.80	RESURFACING & RELATED WORK RECLAMATION	90%	6/1/2016	100%
TOWN OF NORTH ANDOVER DEPARTMENT OF PUBLIC WORKS 120 MAIN STREET NORTH ANDOVER, MA 01845	RAY SANTILLI 978-688-9516	\$51,250.00	COLD PLANING	100%	12/1/2015	100%
<b>BONDED CONTRACTS AWARDED 2014</b>						
CITY OF LEOMINSTER						



INC

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P.O. BOX 2165 \* FITCHBURG, MASSACHUSETTS 01420-0013

AWARDED BY:	CONTACT & PHONE	CONTRACT AMOUNT	SCOPE OF WORK:	PERCENTAGE OF WORK PERFORMED BY PJA	COMPLETION DATE	PERCENTAGE COMPLETE
OFFICE OF PURCHASING AGENT 25 WEST STREET LEOMINSTER, MA 01453	GREG CHAPDELAIN 978-534-7507	\$152,000.00	STREET RESURFACING	99%	10/1/2014	100%
TOWN OF SPENCER DEPT OF UTILITIES & FACILITIES 3 OLD MEADOW ROAD SPENCER, MA 01562	STEVE TYLER 508-885-7525	\$554,568.75	SIDEWALKS, COLD PLANING & RESURFACING	100%	5/1/2015	100%
TOWN OF CHELMSFORD DEPARTMENT OF PUBLIC WORKS 50 BILLERICA ROAD CHELMSFORD, MA 01824	JOE ERICSON 978-250-5270	\$75,600.00	COLD PLANING, BERM & PAVING	100%	11/1/2014	100%
TOWN OF TOWNSEND DEPARTMENT OF PUBLIC WORKS 272 MAIN STREET TOWNSEND, MA 01469	ED KUKKULA 978-597-1712	\$29,880.00	COLD PLANING	100%	8/1/2014	100%
TOWN OF HUDSON DEPARTMENT OF PUBLIC WORKS ONE MUNICIPAL DRIVE HUDSON, MA 01749	ANTHONY MARQUES 978-562-9333	\$260,566.50	RECONSTRUCTION & RECLAMATION OF HUNTER AVE & ELIZABETH RD	90%	12/1/2014	100%
TOWN OF BEDFORD DEPARTMENT OF PUBLIC WORKS 314 THE GREAT ROAD BEDFORD, MA 01730	KAREN KENNEDY 781-275-7605	\$100,000.00	COLD PLANING & SIDEWALKS	100%	6/1/2015	100%
TOWN OF SHREWSBURY HIGHWAY DEPT. 100 MAPLE AVE SHREWSBURY, MA 01545	JOHN KNIPE JR 508-841-8513	\$548,170.00	PAVING & MISC WORK	90%	12/1/2014	100%
TOWN OF SHREWSBURY HIGHWAY DEPT. 100 MAPLE AVE SHREWSBURY, MA 01545	JOHN KNIPE JR 508-841-8513	\$69,180.00	COLD PLANING & PAVING ROADWAY REPAIRS	100%	9/1/2014	100%
TOWN OF HARVARD DEPT OF PUBLIC WORKS 46 DEPOT ROAD HARVARD, MA 01451	RICHARD C. NOTA 978-456-4130	\$81,250.00	COLD PLANING & PAVING AYER ROAD	100%	10/1/2014	100%
TOWN OF WINCHESTER DEPT OF PUBLIC WORKS 15 LAKE STREET WINCHESTER, MA 01890	LEEANN MCGAHAN 781-721-7100	\$602,950.00	PAVING, RECLAMATION & FINE GRADE	100%	6/1/2015	100%
TOWN OF SPENCER DEPT OF UTILITIES & FACILITIES 3 OLD MEADOW ROAD SPENCER, MA 01562	STEVE TYLER 508-885-7525	\$81,250.00	BITUMINOUS SIDEWALK REPAIRS	90%	12/1/2014	100%
TOWN OF BURLINGTON DEPARTMENT OF PUBLIC WORKS 25 CENTER STREET BURLINGTON, MA 01803	TIMOTHY MAZZONE 781-270-1643	\$1,494,990.20	RESURFACING & RELATED WORK	90%	8/31/2014	100%
CITY OF MARLBOROUGH DEPARTMENT OF PUBLIC WORKS 135 NEIL STREET MARLBOROUGH, MA 01752	MARK DASCOLI 508-624-6910	\$528,452.50	RECONSTRUCTION OF HOUDE STREET	95%	12/1/2014	100%
CITY OF WORCESTER DEPARTMENT OF PUBLIC WORKS 20 EAST WORCESTER STREET WORCESTER, MA 01604	MICHAEL CAFORIO 508-799-1454	\$1,440,029.15	RESURFACING & RELATED WORK RECLAMATION	90%	12/1/2014	100%
<b>BONDED CONTRACTS AWARDED 2013</b>						
TOWN OF AUBURN DEPARTMENT OF PUBLIC WORKS 104 CENTRAL ST AUBURN, MA 01501	WILLIAM COYLE 508-832-7814	\$1,140,702.85	ROAD RECONSTRUCTION & RESURFACING	90%	6/1/2014	100%
TOWN OF PEPPERELL DEPARTMENT OF PUBLIC WORKS 1 MAIN STREET PEPPERELL, MA 01463	PETE SHATTUCK 978-433-0333	\$63,000.00	PAVEMENT REPAIRS & CURB	100%	9/15/2013	100%
TOWN OF HOLLISTON HIGHWAY DEPARTMENT 63 ARCH STREET HOLLISTON, MA 01746	TOM SMITH 508-429-0615	\$776,500.00	ROAD REHABILITATION (OVERLAYS)	95%	10/1/2013	100%
TOWN OF STERLING P.O. BOX 537 171 WORCESTER ROAD	WILLIAM TUTTLE 978-422-6767	\$341,994.00	RECONSTRUCTION OF MAPLE ST & KENOALL HILL ROAD	100%	10/1/2013	100%



INC

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P.O. BOX 2165 \* FITCHBURG, MASSACHUSETTS 01420-0019

AWARDED BY:	CONTACT & PHONE	CONTRACT AMOUNT	SCOPE OF WORK:	PERCENTAGE OF WORK PERFORMED BY PJA	COMPLETION DATE	PERCENTAGE COMPLETE
STERLING, MA 01564						
COMMONWEALTH OF MA MASSHIGHWAY DISTRICT 3 403 BELMONT STREET WORCESTER, MA 01604	DENNIS MANSEAU 508-929-3859	\$5,556,375.81	RECONSTRUCTION & RELATED ALONG RTE 146 SUTTON	80%	12/1/2015	100%
TOWN OF CHELMSFORD DEPARTMENT OF PUBLIC WORKS 50 BILLERICA ROAD CHELMSFORD, MA 01824	JOE ERICSON 978-250-5270	\$75,600.00	COLD PLANING	100%	9/1/2013	100%
CITY OF WORCESTER DEPARTMENT OF PUBLIC WORKS 20 EAST WORCESTER STREET WORCESTER, MA 01604	MICHAEL CAFORIO 508-799-1454	\$1,497,817.00	ELM PARK SIDEWALKS & STREETS RECONSTRUCTION	90%	12/1/2014	100%
TOWN OF HOPKINTON P.O. BOX 209 66 FRUIT STREET HOPKINTON, MA 01748	JOHN WESTERLING 508-497-9740	\$534,000.00	MATERIALS & SERVICES	95%	6/1/2014	100%
TOWN OF WESTMINSTER DEPARTMENT OF PUBLIC WORKS P.O. BOX 376 WESTMINSTER, MA 01473	JOSHUA HALL 978-874-5572	\$14,900.00	COLD PLANING	100%	9/1/2013	100%
TOWN OF BILLERICA TOWN MANAGER'S OFFICE 365 BOSTON ROAD BILLERICA, MA 01821	JOHN C. CURREN 978-671-0942	\$1,380,842.00	ROADWAY MANAGEMENT 2013	90%	6/5/2014	100%
CITY OF WORCESTER DEPARTMENT OF PUBLIC WORKS 20 EAST WORCESTER STREET WORCESTER, MA 01604	MICHAEL CAFORIO 508-799-1454	\$1,549,890.15	RESURFACING & RELATED WORK RECLAMATION	90%	6/1/2014	100%
TOWN OF WESTFORD HIGHWAY DEPT 28 NORTH STREET WESTFORD, MA 01866	RICHARD BARRETT 978-692-5520	\$18,900.00	COLD PLANING	100%	12/1/2013	100%
TOWN OF LITTLETON HIGHWAY DEPT 32 AYER ROAD LITTLETON, MA 01460-3406	JIM CLYDE 978-540-2670	\$1,646,846.00	RECONSTRUCTION OF HARVARD ROAD	95%	12/1/2013	100%
<b>BONDED CONTRACTS AWARDED 2012</b>						
TOWN OF HOPKINTON P.O. BOX 209 66 FRUIT STREET HOPKINTON, MA 01748	JOHN WESTERLING 508-497-9740	\$176,940.00	DRAINAGE IMPROVEMENTS	95%	9/1/2013	100%
CONSORTIUM-AYER-DEVENS-HARVARD-SHIRLEY DEPARTMENT OF PUBLIC WORKS 25 BROOK STREET AYER, MA 01432	MARK WETZEL 798-772-8240	\$1,114,560.00	STREET RESURFACING- COLD PLANING- RECLAIMING	85%	12/1/2015	100%
COMMONWEALTH OF MA MASSHIGHWAY DISTRICT 3 403 BELMONT STREET WORCESTER, MA 01604	DENNIS MANSEAU 508-929-3859	\$1,518,672.22	LANCASTER INTERSECTION IMPROVEMENTS & RELATED WORK	85%	12/1/2013	100%
TOWN OF LANCASTER DEPARTMENT OF PUBLIC WORKS 392 MILL ST. EXTENSION LANCASTER, MA 01523	JOHN (SANDY) FOSTER 978-365-2412	\$62,187.50	SIDEWALKS	100%	12/1/2012	100%
TOWN OF GROTON DEPARTMENT OF PUBLIC WORKS 173 MAIN STREET GROTON, MA 01450	TOM DELANEY 978-448-1162	\$19,300.00	COLD PLANING	100%	12/1/2012	100%
CITY OF LEOMINSTER OFFICE OF PURCHASING AGENT 25 WEST STREET LEOMINSTER, MA 01453	GREG CHAPDELAINE 978-534-7507	\$883,888.00	STREET RESURFACING	100%	6/1/2013	100%
TOWN OF SPENCER DEPT OF UTILITIES & FACILITIES 3 OLD MEADOW ROAD SPENCER, MA 01562	ADAM GAUDETTE 508-885-7525	\$69,750.00	BITUMINOUS SIDEWALK REPAIRS	100%	12/1/2011	100%
TOWN OF BILLERICA TOWN MANAGER'S OFFICE 365 BOSTON ROAD BILLERICA, MA 01821	JOHN C. CURREN 978-671-0942	\$1,380,842.00	ROADWAY MANAGEMENT 2012	90%	12/1/2012	100%
TOWN OF BURLINGTON						



INC

PAVING &amp; EXCAVATING

PH. 978-345-7828 \* 800-370-7828 \* FAX 978-345-1425  
P.O. BOX 2165 \* FITCHBURG, MASSACHUSETTS 01420-0013

AWARDED BY:	CONTACT & PHONE	CONTRACT AMOUNT	SCOPE OF WORK:	PERCENTAGE OF WORK PERFORMED BY PJA	COMPLETION DATE	PERCENTAGE COMPLETE
DEPARTMENT OF PUBLIC WORKS 25 CENTER STREET BURLINGTON, MA 01803	STEPHEN HILDRETH 781-270-1643	\$1,444,936.50	RESURFACING & RELATED WORK	90%	8/31/2012	100%
CITY OF WORCESTER DEPARTMENT OF PUBLIC WORKS 20 EAST WORCESTER STREET WORCESTER, MA 01604	MICHAEL CAFORIO 508-799-1454	\$2,674,837.91	RESURFACING & RELATED WORK RECLAMATION	90%	6/1/2013	100%
CITY OF WORCESTER DEPARTMENT OF PUBLIC WORKS 20 EAST WORCESTER STREET WORCESTER, MA 01604	MICHAEL CAFORIO 508-799-1454	\$2,296,048.50	RESURFACING & RELATED WORK RECLAMATION	90%	6/1/2013	100%
COMMONWEALTH OF MA MASDOT DISTRICT 4 519 Appleton St. ARLINGTON, MA 02476	PATRICIA LEAVENWORTH (781) 641-8300	\$2,382,017.50	RESURFACING & RELATED WORK	90%	6/1/2013	100%
<b>BONDED CONTRACTS AWARDED 2011</b>						
WINCHENDON HOUSING AUTHORITY 108 IPSWICH DRIVE WINCHENDON, MA 01475	DAVID CONNOR 978-297-2280 X302	\$143,750.00	RECLAIM, PAVE, SIDEWALK & BERM AT PEARL DRIVE	100%	12/1/2011	100%
TOWN OF SPENCER DEPT OF UTILITIES & FACILITIES 3 OLD MEADOW ROAD SPENCER, MA 01562	ADAM GAUDETTE 508-885-7525	\$50,775.00	BITUMINOUS SIDEWALK REPAIRS	100%	12/1/2011	100%
COMMONWEALTH OF MA MASSHIGHWAY DISTRICT 3 403 BELMONT STREET WORCESTER, MA 01604	DENNIS MANSEAU 508-929-3859	\$1,528,418.00	RESURFACING & RELATED ON A SECTION OF ROUTE 101	80%	7/1/2012	100%
CITY OF LEOMINSTER OFFICE OF PURCHASING AGENT 25 WEST STREET LEOMINSTER, MA 01453	GREG CHAPDELAINE 978-534-7507	\$1,412,035.00	STREET RESURFACING	100%	12/1/2011	100%
TOWN OF ASHBURNHAM HIGHWAY, WATER-SEWER DEPT 17 CENTRAL STREET ASHBURNHAM, MA 01430	STEVE NIMS 978-827-4120	\$26,108.00	RECLAMATION	100%	11/1/2011	100%
TOWN OF CHELMSFORD 50 BILLERICA ROAD CHELMSFORD, MA 01824	PAUL COHEN 978-250-5201	\$11,450.00	RECLAMATION	100%	12/1/2011	100%
TOWN OF HUDSON DEPARTMENT OF PUBLIC WORKS ONE MUNICIPAL DRIVE HUDSON, MA 01749	ANTHONY MARQUES 978-562-9333	\$168,109.00	RECONSTRUCTION OF SHAWMUT AV E	95%	12/1/2011	100%
TOWN OF LITTLETON HIGHWAY DEPT 32 AYER ROAD LITTLETON, MA 01460-3406	JIM CLYDE 978-540-2670	\$1,546,792.90	RECONSTRUCTION OF BRUCE ST & WHITCOMB AVE	95%	12/1/2011	100%
TOWN OF HUDSON DEPARTMENT OF PUBLIC WORKS ONE MUNICIPAL DRIVE HUDSON, MA 01749	ANTHONY MARQUES 978-562-9333	\$514,315.00	RECONSTRUCTION OF WILSDN AND COTTAGE STREETS	95%	12/1/2011	100%
TOWN OF BILLERICA TOWN MANAGER'S OFFICE 365 BOSTON ROAD BILLERICA, MA 01821	JOHN C. CURREN 978-671-0942	\$1,147,832.00	ROADWAY MANAGEMENT 2011	90%	12/1/2011	100%
CITY OF WORCESTER DEPARTMENT OF PUBLIC WDRKS 20 EAST WORCESTER STREET WORCESTER, MA 01604	MICHAEL CAFORIO 508-799-1454	\$2,412,820.89	RESURFACING & RELATED WORK RECLAMATION	90%	12/1/2011	100%

**SECTION 00510****AGREEMENT  
(EJCDC)**

**THIS AGREEMENT** is by and between Town of Ayer 25 Brook Street Ayer, MA 01432  
(hereinafter called OWNER) and P J Albert Inc. PO Box 2165 Fitchburg, MA 01420  
(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 and Treatment 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 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 \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

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

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

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

License No. \_\_\_\_\_  
(Where applicable)

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

\_\_\_\_\_

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

Designated Representative:

Designated Representative:

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

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

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Facsimile: \_\_\_\_\_

END OF SECTION

Bids due April 6,  
2016

**Contract 2016 Road Paving and Treatment - Town of Ayer**

Estimated Quantity* 2016	Units	Description and Price Bid in both Words and Figures	Unit Price	Total in Figures
2,273	Ton	In-place pavement, top and binder _____ Dollars and _____ Cents (\$ _____ ) **Price adjustment see below	\$ 68.00	\$ 154,564.00
100	Ton	FOB, top and binder per ton _____ Dollars and _____ Cents (\$ _____ ) **Price Adjustment see below	\$ 55.00	\$ 5,500.00
4,500	SY	Pavement Reclaiming _____ Dollars and _____ Cents (\$ _____ )	\$ 2.76	\$ 12,420.00
10,100	SY	Cold Planing _____ Dollars and _____ Cents (\$ _____ )	\$ 1.90	\$ 19,190.00
14	Each	Raise and Adjust Castings for Overlay _____ Dollars and _____ Cents (\$ _____ )	\$ 100.00	\$ 1,400.00
8	Each	Lower, Raise and Adjust Castings for Reclaiming _____ Dollars and _____ Cents (\$ _____ )	\$ 100.00	\$ 800.00

Estimated Quantity* 2016	Units	Description and Price Bid in both Words and Figures	Unit Price	Total in Figures
4	V FT.	Rebuild Manholes and Catch Basins Dollars _____ and _____ Cents (\$ _____)	\$ 100.00	\$ 400.00
2	Each	New Catch Basin or Manhole Frame and Cover Dollars _____ and _____ Cents (\$ _____)	\$ 450.00	\$ 900.00
8	Each	Raise and Adjust Valve Boxes Dollars _____ and _____ Cents (\$ _____)	\$ 165.00	\$ 1,320.00
23	Ton	Install driveway aprons as required Dollars _____ and _____ Cents (\$ _____)	\$ 100.00	\$ 2,300.00
2,880	SY	Bituminous Concrete Sidewalk Dollars _____ and _____ Cents (\$ _____) **Price Adjustment See Below	\$ 34.00	\$ 97,920.00
0	SY	Cement Concrete Sidewalk Dollars _____ and _____ Cents (\$ _____)	\$ 40.00	\$ -
20	SY	Cement Concrete Wheelchair Ramp Dollars _____ and _____ Cents (\$ _____)	\$ 70.00	\$ 1,400.00

Estimated Quantity* 2016	Units	Description and Price Bid in both Words and Figures	Unit Price	Total in Figures
4,520	LF	Bituminous Cape Cod Berm _____ Dollars and _____ Cents (\$ _____)	\$ 3.50	\$ 15,820.00
500	LF	Bituminous Curb _____ Dollars and _____ Cents (\$ _____)	\$ 3.50	\$ 1,750.00
0	LF	Granite Curb - Straight _____ Dollars and _____ Cents (\$ _____)	\$ 30.00	\$ -
0	LF	Granite Curb - Curved _____ Dollars and _____ Cents (\$ _____)	\$ 38.00	\$ -
0	LF	Granite Curb - Straight Transition _____ Dollars and _____ Cents (\$ _____)	\$ 35.00	\$ -
0	EACH	Granite Curb Inlet _____ Dollars and _____ Cents (\$ _____)	\$ 310.00	\$ -
		TOTAL		\$ 315,684.00

**OWNER/CONTRACTOR AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of 20\_\_, by and between the **TOWN OF AYER** hereinafter called the "Owner", and Ricciardi Bros., Inc., hereinafter called the "Contractor".

WITNESSETH, that the Owner and the Contractor, for the consideration hereafter named, agree as follows:

Article 1. SCOPE OF WORK: The Contractor shall perform all the Work required by the Contract Documents for the Pleasant Street Reconstruction Project, prepared by the Ayer Department of Public Works acting as Engineer, and referred to in these Contract Documents as the "Engineer".

Article 2. TIME OF COMPLETION: The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" from the Owner and shall bring the work to Substantial Completion within 120 calendar days of said date. Damages for delays in the performance of the Work shall be in accordance with the Conditions of the Contract.

Article 3. THE CONTRACT SUM: The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order(s) the Contract Sum of Eight Hundred Thirty Three Thousand Five Hundred Sixty Six dollars and Forty Five Cents, \$833,566.45.

The Contract Sum is divided as follows:

Item 1: The Work of the Contractor, being all Work other than that covered by Item 2.....  
 .....\$ \_\_\_\_\_

Item 2: Filed Subcontractors as follows: *Delete if contract is single trade.*

	<b>Section -Trade</b>	<b>Subcontractor</b>	<b>Amount</b>
1.	\$ _____	_____	\$ _____
2.	\$ _____	_____	\$ _____
3.	\$ _____	_____	\$ _____
4.	\$ _____	_____	\$ _____

Total of Item 2..... \$ \_\_\_\_\_

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, the Drawings as enumerated in the List of Contract Drawings; Addenda; Change Orders authorized by the Owner, and 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):  
( 19a ) *Furnish and Install New Sign Posts*

Article 6. REAP CERTIFICATION: Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

<sup>1</sup>CONTRACTOR

<sup>2</sup>AWARDING AUTHORITY

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Authority

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature and Seal

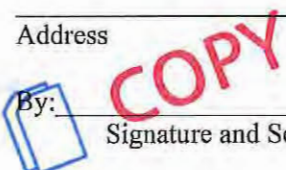
By: \_\_\_\_\_  
Signature and Seal

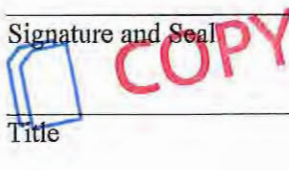
\_\_\_\_\_  
Title

Witness: \_\_\_\_\_

Attest \_\_\_\_\_

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







**COPY NO.** \_\_\_\_\_

**Installation of Wastewater Pumping  
Station Cellular RTUs**

**AYER DEPARTMENT OF PUBLIC WORKS  
Wastewater Division**

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**BIDDING AND CONTRACT  
REQUIREMENTS AND  
SPECIFICATIONS**

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**April 2016**



25 BROOK STREET  
AYER, MA 01432

**SECTION 00810  
NOTICE OF AWARD**

Dated May 6, 2016

Project:	Owner: <b>Town of Ayer</b>	Owner's Contract No.:
Contract: <b>Installation of Wastewater Pumping Station Cellular RTUs</b>		Engineer's Project No.:
Bidder: <b>Weston &amp; Sampson CMR Inc</b>		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		

**5 Centennial Drive  
Peabody, MA 01960**

You are notified that your Bid dated May 5, 2016 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for **Installation of Wastewater Pumping Station Cellular RTUs**

The Contract Price of your Contract is \$40,500.00 based on the unit prices for items q through 13

You must comply with the following conditions precedent within [5] days of the date you receive this Notice of Award.

1. Deliver to the Owner four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents Insurance Certificates.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Town of Ayer Department of Public Works  
Owner  
By: [Signature]  
Authorized Signature  
Superintendent of Public Works  
Title

**SECTION 00510****AGREEMENT  
(EJCDC)**

**THIS AGREEMENT** is by and between Town of Ayer, Massachusetts hereinafter called OWNER) and Weston & Sampson CMR, 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: **Installation of Wastewater Pumping Station Cellular RTUs.**

**ARTICLE 2 - CONTRACT TIMES***4.01 Contract Time*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. Work will be substantially complete within 100 calendar days after the date when the Contract Time commences to run provided the General Conditions, and completed and ready for final payment within 110 calendar days after the date when the Contract Time commences to run.

*4.02 Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.01 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$ 100 for each day that expires after the time specified in paragraph 4.01 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$ 200 for each day that expires after the time specified in paragraph 4.01 for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 - CONTRACT PRICE**

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

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

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

A. OWNER shall make progress payments on account of the Contract Price 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 \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

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

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

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

License No. \_\_\_\_\_  
(Where applicable)

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

\_\_\_\_\_

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

Designated Representative:

Designated Representative:

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

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

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Facsimile: \_\_\_\_\_

END OF SECTION

SECTION 00300

FORM FOR GENERAL BID

DEPARTMENT OF PUBLIC WORKS  
TOWN OF AYER, MASSACHUSETTS

**INSTALLATION OF WASTEWATER PUMPING STATION CELLULAR RTUS**

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

By (Contractor Name): Weston & Sampson CMR, Inc.  
(Address for Giving Notice): 5 Centennial Drive  
Peabody, MA 01960

A. The Undersigned proposes to furnish all labor and materials required for the **Installation of Wastewater Pumping Station Cellular RTUs** in Ayer, Massachusetts, in accordance with the accompanying specifications for the contract prices specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda

Number None  
Dated \_\_\_\_\_

C. The proposed contract price for the **Installation of Wastewater Pumping Station Cellular RTUs**, Items 1 through 13 complete is

Forty thousand five hundred dollars (\$ 40,500.00),  
(in Words) (in Figures)

00300-2  
FORM FOR GENERAL BID

Item No.	Quantity	Units	Description and Price Bid in both Words and Figures	Unit Price	Total in Figures
1	1	Each	Install Mission M110 - Bennett's Crossing Pumping Station <u>Two thousand three hundred</u> Dollars and <u>zero</u> Cents (\$ <u>2,300.00</u> )	\$2,300.00	\$2,300.00
2	1	Each	Install Mission M110 - Crabtree Pumping Station <u>Two thousand three hundred</u> Dollars and <u>zero</u> Cents (\$ <u>2,300.00</u> )	\$2,300.00	\$2,300.00
3	1	Each	Install Mission M800 - Groton School Road Pumping Station <u>Two thousand three hundred</u> Dollars and <u>zero</u> Cents (\$ <u>2,300.00</u> )	\$2,300.00	\$2,300.00
4	2	Each	Install Mission M110 - Hedgeway and Wright Way Pumping Stations <u>Two thousand three hundred</u> Dollars and <u>zero</u> Cents (\$ <u>2,300.00</u> )	\$2,300.00	\$4,600.00
5	2	Each	Install Mission M110 - Pondview 1 and Pondview 2 Pumping Stations <u>One thousand six hundred</u> Dollars and <u>zero</u> Cents (\$ <u>1,600.00</u> )	\$1,600.00	\$3,200.00



6	2	Each	Install Mission M110 - Moore Drive and Washington Street Pumping Stations Two thousand two hundred Dollars and <u>zero</u> Cents (\$ <u>2,200.00</u> )	\$2,200.00	\$4,400.00
7	2	Each	Install Mission M110 - Oak Ridge 1 and Oak Ridge 2 Pumping Stations Two thousand two hundred Dollars and <u>zero</u> Cents (\$ <u>2,200.00</u> )	\$2,200.00	\$4,400.00
8	1	Each	Install Mission M110 - Winterberry Lane Pumping Station Two thousand two hundred Dollars and <u>zero</u> Cents (\$ <u>2,200.00</u> )	\$2,200.00	\$2,200.00
9	1	Each	Install Mission M110 - Pheasant Run Pumping Station Two thousand two hundred Dollars and <u>zero</u> Cents (\$ <u>2,200.00</u> )	\$2,200.00	\$2,200.00
10	1	Each	Install Mission M110 - Willow Road Pumping Station Two thousand two hundred Dollars and <u>zero</u> Cents (\$ <u>2,200.00</u> ) **Price Adjustment See Below	\$2,200.00	\$2,200.00

11	1	Each	Install Mission M800 - Central Ave Pumping Station Three thousand Dollars and zero Cents (\$ 3,000.00 )	\$3,000.00	\$3,000.00
12	1	Each	Install Mission M800 - Main Pumping Station Three Thousand seven hundred Dollars and zero Cents (\$ 3,700.00 )	\$3,700.00	\$3,700.00
13	1	Each	Install Mission M800 - Stony Brook Pumping Station Three thousand seven hundred Dollars and zero Cents (\$ 3,700.00 )	\$3,700.00	\$3,700.00

D. The undersigned agrees that, if selected as general contractor, he/she will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid.

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

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

If a Notice of Award accompanied by at least six unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within thirty days, excluding Saturdays, Sundays, and legal holidays after the actual date of the opening of the General Bids, the undersigned will within five days, excluding Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER.

The undersigned hereby agrees that the Contract Time shall commence twenty days following the Effective Date of the Agreement and that the Work will be substantially complete and completed and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. Work will be substantially complete within 100 calendar days after the date when the Contract Time commences to run provided the General Conditions, and completed and ready for final payment within 110 calendar days after the date when the Contract Time commences to run. The undersigned further understands that delays in completion of the Work will cause the OWNER to suffer damages and incur substantial costs, and will expose the OWNER to other substantial liabilities, and that if the selected Contractor shall neglect, fail or refuse to achieve Substantial Completion or final completion of the Work within the times specified above, as such times may be extended pursuant to the provisions of the Contract Documents, the OWNER will hold the selected Contractor strictly liable for all such damages and any other damages, costs, expenses or liabilities sustained or incurred by the OWNER arising out of such delays, as further provided in the Agreement, or for any delay in achieving any other milestones set forth in the Contract Documents in accordance with the terms of the Agreement. The undersigned accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time in the amount of \$100 per day after substantial completion time limits.

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

The OWNER shall select the low responsive and responsible bidder based on the Bid and available funding.

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

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

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

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

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

## **CERTIFICATIONS**

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

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

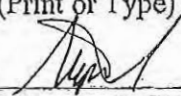
fully with all laws and regulations.

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


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


20-5684540  
Social Security Number or  
Federal Identification Number

Weston & Sampson CMR, Inc.  
Individual or Corporate Name  
(Print or Type)

By:   
(Signature) Stephen J. Richard, Vice President

RESPECTFULLY SUBMITTED on May 5, 2016

An Individual N/A  **COPY**  
By (Individual's Name) \_\_\_\_\_ (SEAL)  
doing business as \_\_\_\_\_  
Business address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_

A Partnership N/A  **COPY**  
By (Firm Name) \_\_\_\_\_ (SEAL)  
(General Partner) \_\_\_\_\_  
Business address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_

A Corporation  
By (Corporation Name) Weston & Sampson CMR, Inc. (Corporate Seal)  
(State of Incorporation) Massachusetts  
By (Name and Title of Person Authorized to Sign)   
Stephen J. Richard, Vice President  
Attest (Secretary) \_\_\_\_\_

Business address: 5 Centennial Drive, Peabody, MA 01960

Phone No.: 978-532-1900

A Joint Venture N/A

By (Name) \_\_\_\_\_ (SEAL)

(Address) \_\_\_\_\_

Phone No.: \_\_\_\_\_

By (Name) \_\_\_\_\_ (SEAL)

(Address) \_\_\_\_\_

Phone No.: \_\_\_\_\_

By (Name) \_\_\_\_\_ (SEAL)

(Address) \_\_\_\_\_

Phone No.: \_\_\_\_\_

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

 **COPY**

## **BeWell Organic Medicine, Inc. Mission and Vision Statement**

The Mission of BeWell Organic Medicine Inc. is to ease the pain and suffering of patients directed to our RMDs, and providing them with the highest quality of approved and tested organic medicines in a safe and secure environment.

BeWell Organic Medicine plans to provide medical and managed care to persons within the limits of the Commonwealth of Massachusetts, by providing affordable organic medicine, medical supplies, support, counseling, and educational materials to qualifying registered patients or their personal caregivers.

Our Mission includes partnering with Massachusetts communities in a variety of ways, to include counseling for drug abuse, exercise programs, yoga, nutrition classes and other educational training to improve the quality of life for patients in need, as well as financial support to local non-profit organizations.

The vision of our Board of Directors is to provide Massachusetts patients with natural and organic medicine prescribed by their doctor and caregivers. The Board sets out to ensure regulatory compliance and quality control in a highly secured environment. Each Board Member and Advisor was chosen for an individual specific skill set while sharing the vision of our non-profit to provide affordable medicines to those in need as we aspire to become the leading model of excellence in the Commonwealth.

We have a strong Massachusetts support team starting with our Operational Board of Directors, which includes an individual with a Masters in Management who has been a Vice President of Operations with thirty five (35) years of operational and compliance business experience; a retired presiding Massachusetts District Court Judge of twenty-one (21) years, including six (6) years as a Drug Court Justice, who headed a Massachusetts delegation on drug court education; a retired Massachusetts Chief Probation Officer of fourteen (14) years of judicial and correctional facilities and education experience, who represented the Chief Probation Officers Association with state and governmental issues; a Senior Vice President and Personal Development Coach for an international Marketing Company, an International Vice President of IT for a Wall Street Company; a Regional Real Estate Builder and Developer; a Doctor who is the Director of a Medical Clinic that cares for individuals in one of the Commonwealth's poorest communities, as well as a Director of a Charter School who has vast non-profit management and director experience.

In addition we have selected Advisory Board Members to provide expert advice in the areas of organic and traditional medicine, high tech security, operations, sales and marketing, design and legal and regulatory compliance and assembled a team of Consultants from around the country with vast hands on experience in all facets of this new and evolving industry.

We are well funded and plan to build out a state of art approximately 17,500 square foot cultivation center that would include a laboratory for medical marijuana research and oil extraction, and full commercial kitchen to produce MIPs.

Our Cultivation Center will have a redundant security system that includes back-up generators to assure that all systems are consistently working.

Our computerized tracking system tracks all products from seed to sale to assure that that no product is diverted.

BeWell Organic Medicine will have a staff of approximately significantly larger than the past occupant of 31 Willow St. We expect to begin with 15 part and full time team ramping up to potentially 50 or more. Residents of Ayer with qualified skills will receive preference for jobs within our facility.

The air drawn into and exhausting from our facility will be filtered and there should be no significant odor emitting from our facility.

Two of the highest costs of cultivating marijuana for medicinal purposes are electricity and water.

We will do everything possible to reduce our carbon footprint in a variety of ways. We have partnered with a horticultural lighting company with patents on LED spectrums that mimic natural lighting. Our goal is to eventually operate as "green" as possible, initially utilizing LED lights as well as traditional High Pressure Sodium lights, eventually using only LED lights which use significantly less electricity and product minimal heat.

Although we will be using a significant amount of water, we will explore utilizing a water reclamation system in order to conserve wherever possible.

We have also partnered with an alternative energy generator company with numerous patterns and connection to the DOD. ????

As a Cultivation and Production Center our staff will be operating 7 days per week, however, our facility will not be open to the public and aside from our employees traffic in and out of our facility should be limited.

We do not want to bring attention to the nature of our business and dependent on Town regulations have no need or desire for a excessive signage noting the nature of our facility.

Our investment into the property will be significant, as is the price to purchase the property. We expect to be taxed on the inflated price of the property and significant improvements to the building.

As a non-profit we will have an opportunity to give back to the Town of Ayer in the form of donations to various Ayer non-profit organizations that assist and support veterans, children and seniors within the Town.



## **SECURITY Questions Answered and Accepted by the DPH**

**5.8 Provide a description of the proposed enclosed , locked facility that would be used for the cultivation and/or processing of marijuana, including steps to ensure that marijuana production is not visible from the street or other public areas. Note that the security plan will be reviewed as a component of the provisional inspection process.**

There will be 3-4 man traps within the Cultivation & Production areas as well as a Sallie Port on the exterior of the facility;

**Sallie Port** – The sallie port will consist of a tin roofed, fence walled, gated, exterior area leading to the storage area.

- A delivery truck would request entry into the sallie port, the gate will be opened electronically by a security agent.
- Once the truck enters the fenced in area the gate is closed.
- The delivery person(s) would exit the truck, the security agent is observing the process on camera, the surveillance camera's will also be recording the event.
- The security agent enters the sallie port from the facility.
- Product from the delivery truck is then unloaded and placed on a lift. The order is signed for by the security agent.
- The gate is opened and the delivery truck leaves and the gate closed.
- The lift is activated lifting the products into the facility where it is stored.

### **Man Traps**

1. – Entry through the front into the reception / main offices.
2. – Entry into the Cultivation & production areas from the reception / main offices area.
3. – Entry into the locker room and UV Sanitizing Room from the reception / main offices area.
4. – Possible man trap from the sallie port to the store room.

**Front Windows:** Dependent on requests from the city or town, the front windows may be bricked or metal barred.

**The Control Room:** The security personnel will be secured in a control room with no access to or from the exterior of the building. This area will contain a monitoring station to monitor the cameras and the alarm systems for the premises. Access to this area is restricted ONLY to those authorized to enter. This area will remain electronically locked at all times. A list of authorized employees will be kept in this area.

**Entry and Exit Point:** All entry and exit points as well as interior access points of the dispensary including the shipping/receiving door will be equipped with electronic access controls and the doors will be metal and attached to a metal frame. Only those employees and or vendors approved to access a specific area will be granted electronic access.

**Cultivation Room:** All phases of the cultivation of marijuana shall take place in designated, locked, limited access areas that are monitored by a surveillance camera system in accordance with 105 CMR 725.110 (D) (1) (d) – i. The cultivation rooms will be equipped with electronic code in addition to a specialized biometrics and secondary coding for access. These windowless rooms will be under constant remote cameras surveillance. These rooms, and all medical marijuana product, will be stored securely in interior rooms not visible to the public.

**Professionally Monitored Alarm System:** The system shall provide coverage of all facility entrances and exits, rooms with exterior walls or walls shared with other facility tenants, roof hatches, skylights, and storage room(s) that contain safe(s) and includes the following: If allowed, the main alarm system will be connected to an uninterrupted power supply which will be connected to a backup generator, and potentially to the Police Department should it be requested.

The alarm system will be connected to a secondary fail-safe alarm monitoring company and will be equipped with redundancy by means of a cellular alarm back up. If an alarm is received both alarm companies will alert their building-specific contacts so that they can activate their response protocols. The failure notification system will provide notification of any failure to the designated employee within five (5) minutes of the failure.

**24-Hour Surveillance Cameras:** Consistent with the requirements of 105 CMR 175, the dispensary will operate and maintain in good working order a closed-circuit television surveillance system on the premises which will record 24 hours, 7 days a week and has the capability to be securely monitored remotely. Each interior room and the complete exterior area will be equipped with surveillance cameras. The camera recordings will be maintained for at least 180 days.

**High-Tech Motion Detectors:** Volumetric intrusion detection device(s) will be installed both in the interior and the exterior and shall be connected to the intrusion detection system. Motion and vibration detectors will additionally be placed on the walls and located below the ceiling to detect any attempt to gain access from the roof or exterior walls.

**Panic Button for Employees:** The system will include at least 2 holdup alarm/panic alarms, 1 for staff use and 1 for security use. If allowed, this alarm may be connected to the Police Department.

**Security Lighting:** During all night time hours, the facility shall illuminate exterior areas of the premises, including related parking areas, sidewalks and building entrances so that all areas are readily visible. During all hours, we shall illuminate those areas of the interior where the public has access (Offices) and locations where medical marijuana may be located, stored or processed.

**Storage Safes** within the vault room can withstand a minimum of 30 minutes of drilling: The safe shall be a UL listed burglar-proof safe with a minimum rating of TL-30. Safes weighing less than seven hundred fifty pounds (750 lbs.) shall be installed in a steel clad concrete block or otherwise securely anchored to a fixed part of the facility structure. The interior area of the safe, or the room the safe is contained in, will be equipped with motion sensors and cameras.

**Limited Access Areas:** All limited access areas will be identified with the posting of signage measuring 12" X 12", with the following: "Do Not Enter – Limited Access Area – Access Limited to Authorized Personnel Only". The lettering will be one (1) inch in height. These limited access areas will additionally be equipped with a specialized biometrics and secondary coding for access.

**Armed Security:** Trained armed security will be present at the control center during all hours that the facility is open if required by the DPH or Police Department.

**7.8 Describe how the applicant will transport marijuana, whether between the cultivation site and other locations, including provisions for preventing diversion and tracking inventory during transport. Include a description of the RMD's proposed home delivery protocol including an identification check of the registered patient or registered personal caregiver and record keeping.**

BeWell's Delivery System will be based on The Mobile Caregiver's Handbook by Robert F. Calkin. This process has been taught at Oakstradam University in CA as well as The Cannabis Career Institute (CCI).

As a Consultant for BeWell, Robert Calkin will train this process and retrofit it to suit the needs of our specific location.

Some highlights to prevent diversion are as follows;

- Home Delivery is only for seriously ill patients who have no way of getting to the RMD.
- Cell Phones owned and paid for by BeWell specific to Delivery will be given to drivers as they leave the RMD.
- Drivers must have safe reliable cars for delivery. Hopefully within the 1<sup>st</sup> year of operation BeWell will purchase or lease a car for delivery use.
- The driver must have all their registration documents allowing them to have/transport marijuana in their car during all deliveries.
- All medicine will be properly labeled and all paperwork for each delivery included in the specific delivery package which will be placed in a locked safe-box.
- BeWell Organic Medicine retains the right to limit Home Delivery to neighborhoods that are considered to be unsafe. Options other than Delivery will be reviewed with patients in areas deemed dangerous.
- Uniform Standards are important and nothing that state the delivering RMD is allowed on any hats, shirts or other clothing. Clothing should be discreet and never attract attention.
- Drivers are trained in discretion and will sign documents stating that they cannot discuss with anyone other than the RMD team the names or addresses of patients, patients ordering buying habits, delivery routes, security systems, or any other information that could lead to diversion Delivery schedules to specific RMDs or Homes will not be routinely repeated and times and routes will be changed to assure this.
- Drivers are trained by our security consultant team in their awareness of potentially dangerous situations at which time a cell call is made by the driver to the RMD and either the route changed or the delivery aborted and patient called.
- As with all orders there is a 100% guaranteed satisfaction: BeWell will replace/exchange anything a patient buys.

The ordering and control aspect of delivery to either another RMD or a Home is described below.

When a patient calls for an order or a secondary RMD location orders product, it is entered into the BioTrack THC Back of House and POS System which will track the actual order/sale. Cash is not allowed for any Delivery order.

Upon arriving at the residence the registered patient or caregiver will be required to show their MA Medical Marijuana Registration Card as well as one of the following:

1. A valid MA drivers license;
2. A government-issued identification card;
3. A military identification card; or
4. A valid passport..

BioTrack THC's inventory transportation tool enables BeWell Organic Medicine to collect, store, and retrieve our vehicle fleet data (make, model, and plate number) as well as the BeWell Organic Medicine's authorized dispensary agent badge or driver license data. During the delivery preparation stage, BeWell Organic Medicine creates a new transportation manifest within BioTrackTHC and completes the manifest with all of the necessary information per 105 CMR 725.110(E), linking the transportation manifest to a specific destination address via client record (whether BeWell Organic Medicine site or patient/caregiver), to a specific inventory record, to specific vehicle record and to a specific authorized dispensary agent record. The system automatically stores and allows the retrieval and updating of the manifest information and the manifest's relationship to specific inventory and client records throughout the order filling process, including the weighing of inventory to be shipped. Additionally, the system utilizes Google Maps to auto-generate a turn-by-turn route for inclusion with the manifest.

Upon completion of the in-system manifest, the system generates the printable transportation manifest document, a hardcopy of which is to be included with the products being transported. The electronic version of the transportation manifest document may also be attached as a document to a secure email to be sent to the receiving RMD. Finally, the system updates the manifest record, the inventory record, and the client record accordingly and all of the information, including the final printed manifest, will be retrievable in the system and may be printed at any time.

In addition to electronic patient records, BioTrackTHC enables BeWell Organic Medicine to create electronic records for wholesale suppliers and customers, and to populate the record with the necessary contact data. With respect to deliveries between RMDs, BioTrackTHC records the import transaction as soon as the product barcodes are scanned and the receiving RMD enters in the product information into the system (e.g., product weight or quantity, strain name, description, etc...). In creating the transaction record and the product record, the system will link the relationship and activity among the three records (sender, product, and transaction), providing the documented trail required for these regulations. The hardcopy of the transportation manifest attached to the received delivery may be directly scanned and saved within the receiving RMDs electronic record for the supplier. Our delivery driver will record the information on the Delivery form and the patient or caregiver will sign a document stating that they have received the medicine.

**Transportation from Facility to Facility:** All transportation and delivery of marijuana from dispensary to dispensary will be conducted by two (2) employee of the dispensary. The procedure for transport as outlined in 725.110 (E) one (1) through twelve (12), SHALL be followed at all times. (2) dispensary employees one of which may be a licensed armed guard will accompany the product and will remain with the transported product from the originating location to the delivery location, until which time it is received inside of the secure facility by an authorized employee of the receiving dispensary. All marijuana and MIPs will be placed in a locked safe similar to a tool chest on wheels.

The “rolling safe” would be filled in the cultivation and production facility and loaded into a van within a sallie port. The rolling safe will be locked into position for transporting. The van doors locked and secured from both the inside and outside. Once the van is secured, it would exit the sallie port en route to it’s destination. The van will be tracked using GPS and in constant communication with the security team within the Cultivation facility. Routes to delivered locations will vary by trip. The trip will be monitored by GPS to assure there is no deviation in the route. If there is a detour situation, the driver will call Security explaining the situations and request a route change, which will then be completed and monitored by Security. Once at the RMD, the van would enter the sallie port and roll the safe into the RMD for transfer of product into heavy safes.

**Transportation from Facility to Patient:** All transportation and delivery of marijuana from dispensary to the patient will be conducted by two (2) employee of the dispensary. The procedure for transport as outlined in 725.110 (E) one (1) through twelve (12), SHALL be followed at all times. In addition to the two (2) dispensary employees an armed guard will accompany the employees and will remain with the transported product from the originating location to the delivery location, until which time it is received by the patient.

7.15 Describe the RMD’s emergency preparedness procedures, including a disaster plan with procedures to be followed in case of fire or other emergency. [4,000]

To conduct business normally, it is important for BeWell Organic Medicine, Inc. to have strategies prepared for unexpected emergencies. BeWell will maintain an Emergency Preparedness Program designed to manage the consequences of natural disasters or other emergencies that disrupt the facility’s ability to provide services.

### **Fire**

**Every Team Member of BeWell is required to know the locations of fire extinguishers, fire alarm systems and evacuation routes and know when and how to use them. Team Members must follow the written emergency evacuation/action plan which will be available for review. This includes a requirement that everyone evacuate the building when a fire alarm sounds. All Team Members will undergo this training during their Orientation. An annual review and bi-annual test will occur each year.**

**BeWell will train and test emergency action plans, conduct fire alarm testing, and perform fire drills. As a part of on-going emergency planning, some of the key elements to be followed during a severe emergency can be practiced and brought into a fire evacuation**

strategy (fire drill). Raising the awareness of basic lifesaving practices will improve the likelihood of how an individual will behave during a real event.

### **Criminal Activity**

Every Team Member of BeWell is required to know the locations of emergency alarm systems and know how and when to use them. In the case of a robbery BeWell Team Member should not argue, fight, surprise or attempt to use weapons against a robber. Team Member should give the robber exactly what he or she wants, do it quickly and should not take unnecessary chances with their lives. While they should cooperate with robbers, they should not volunteer any assistance, mentally note any identifying features or dress to review with police after the incident, and activate the silent alarm or other security devices if they can do so without detection.

All Team Members will undergo this training during their Orientation and should know, practice and review emergency action plans annually.

In the event of a robbery, BeWell Organic Medicine employees will alert Security and senior management staff who in turn will notify the authorities. Witnesses should be asked to remain on the premises until police arrive but no one should discuss what happened. Each witness impression should be kept untainted until they have spoken with the authorities.

### **Computer Systems**

All of BeWell's customer, system, and business document databases will be backed-up on a nightly basis and stored in a secured off-site location. In the event of a systems loss BeWell will have the ability to build a fully functional POS/Backend and restore operations from backups within two hours. This includes all product inventory, customer records, and documents needed to perform business as usual.

### **Power Failure**

The BeWell RMD will be equipped with back-up natural gas fired or air generator systems which will turn on automatically should a power failure occur. These systems will ensure that the alarm and fire protection systems, door lock down security systems, POS and Inventory Systems, Cultivation grow room equipment, refrigeration and emergency lighting continues to operate. Specific Team Members will be automatically electronically notified once the generator systems are activated.

## **7.16 Describe the RMD's employee security policies, such as employee badge/id system and personal safety.**

**Employee Entrance:** All Team Members will be required to enter and exit the facility through the secure man traps located in the office/reception area. All Team Members will be issued electronic key access cards to be utilized to swipe into the man traps. If the access cards are lost the electronic key access can be shut off and security levels can be adjusted remotely. The man traps will be equipped with a specialized biometrics and a secondary coding for access by employees who are authorized to enter the premises when security is not present. Only those employees authorized will have the necessary access to utilize these additional security measures to gain access.

There will be 3-4 man traps within the Cultivation & Production areas;

1. – Entry through the front into the reception / main offices.
2. – Entry into the Cultivation & production areas from the reception / main offices area.
3. – Entry into the locker room and UV Sanitizing Room from the reception / main offices area.
4. – Possible man trap from the sallie port to the store room.

**Team Member Parking:** A secured area for Team Member parking shall be provided.

**Team Member Identification:** All dispensary Team Members will visibly display an identification badge issued by the dispensary at all times while on the premises or transporting Marijuana.

**Panic Button for Team Members:** The system shall include multiple holdup alarm/panic alarms utilizing a 2 use system; one (1) for staff use and (1) for security use. If allowed, this alarm may be connected to the Police Department, depending on the City or Town requirements and ability to connect.

**Team Member Security Training:** All Team Members will be trained by security professionals in the following areas:

- Team Members will complete an interior, exterior and personal safety training program prior to being assigned a schedule, and will receive annual in-service training in this area.
- Team Members will additionally be trained and certified in CPR/AED and first aid and be equipped to deal with emergent situations.
- Team Members will receive transactional security training prior to being assigned a schedule and will receive annual in-service training in this area.
- Team Members will receive emergency preparation training prior to being assigned a schedule and will receive annual in-service training in this area.

**Armed Security:** If requested by local law enforcement, trained armed security will be present at the control center during all hours that the facility is open. Trained armed security may escort Team Members to and from their vehicles and will be present during all deliveries



## **7.5 Describe the applicants plan to dispose of excess or damaged plants or products, including security and plans to avoid diversion.**

Below was put together for a facility we proposed in Lawrence MA. We would propose a similar process for Ayer.

We believe that the transporting of waste to a processing plant that will compost it could be simply completed on site and the compost offered to the Town and residents when ready.

BeWell's plan to dispose of excess or damaged plants or products is in accordance with CMR 725.105(J)(1)(2)(3).

All medical marijuana waste including roots, stems, inferior or infested plants and all unusable plants as well as damaged or out of code MIPs and other marijuana products will be mulched/ground and mixed with the grow medium (soil and shredded coco hulls) rendering the medical marijuana waste unusable and then placed in secured containers. BeWell Director of Cultivation Anthony Troiano has extensive experience with the safe and lawful disposal of medical marijuana waste products from his years in the industry in California.

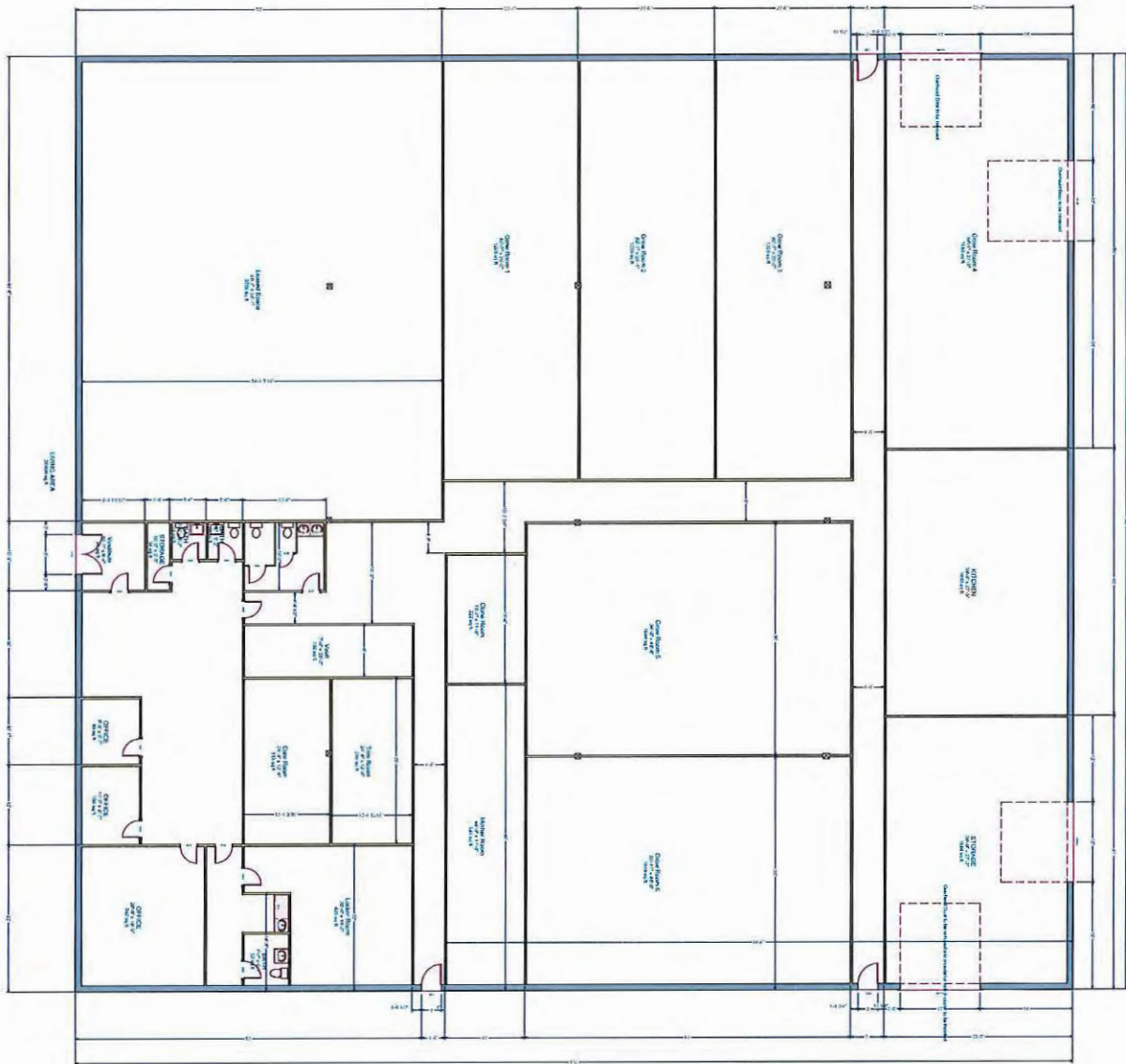
As the containers become full the ground waste material will be transferred to our on property composting areas.

If the Town prefers, the medical marijuana waste that has been rendered unusable, may be:

1. Disposed of in a solid waste management facility that holds a valid permit issued by the DEP or by the appropriate state agency in the state in which the facility is located In either situation a minimum of two RMD agents must witness and document disposal in the landfill by filling in and signing, dating and recording the time of disposal a Waste Disposal Form.

BeWell is prepared for the requirement that waste disposal records will be maintained as required under 105 CMR 725.105(J)(5) and stored for auditing purposes for at least 2 years in a form and location acceptable to the DPH.

Once obtaining our Provisional Certificate of Registration, BeWell will sign documents and agreements for disposal of waste products.



*St. Mary Parish*  
31 Shirley Street  
Ayer, MA 01432  
Tel. 978 772-2414 - Fax 978 772-0727  
E-Mail: [office@stmarysayer.org](mailto:office@stmarysayer.org)

RECEIVED  
MAY 12 2016  
TOWN OF AYER  
SELECTMEN'S OFFICE

May 2016

To the Ayer Board of Selectmen:

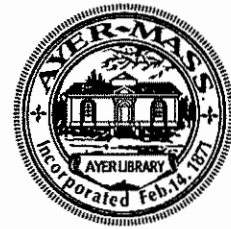
1. We would like your permission to put up a banner on the fence across the street from the Town Hall for our BLOCK Party, starting May 15.
2. We would like a permit to serve beer and wine at our BLOCK Party on Saturday, June 18, 2016 from 1:00 pm to 10 pm.

Thank you in advance,



Betsy Diskin, Parish Business Manager

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



Tuesday May 3, 2016  
Meeting Minutes

*Broadcast and Recorded by APAC*

Present: Jannice L. Livingston, Chair; Gary J. Luca, Vice-Chair; Christopher R. Hillman, Clerk  
Robert A. Pontbriand, Town Administrator  
Carly M. Antonellis, Assistant to the Town Administrator

**Call to Order:** J. Livingston called the meeting to order at 6:47 PM.

**Executive Session:** A motion was made by G. Luca and seconded by J. Livingston at 6:47 PM to enter into Executive Session pursuant to MGL c.30A, section 21A for the purposes of review and approval of previous Executive Session Minutes Re: Depot Square Access Property and to reconvene into Open Session at 7:00 PM. G. Luca further stated that to discuss these items in Open Session would be detrimental to the Town's negotiating strategy. **By Roll Call: J. Livingston, aye; G. Luca, aye; C. Hillman, aye. Motion passed by Roll Call 3-0.**

**Reconvene in Open Session:** The BOS reconvened in Open Session at 7:00 PM.

**Review and Approve Agenda:**

**Motion:** A motion was made by G. Luca and seconded by C. Hillman to approve the agenda. **Motion passed 3-0.**

**Announcements:** J. Livingston made the following announcements:

- The Annual Town Meeting will be held on Monday May 9, 2016 at 7:00 PM in the Ayer Shirley Regional High School Auditorium.
- The first public meeting of the Master Plan will be May 24, 2016 at 7:00 PM at the Ayer Shirley Regional High School Commons Area.

**Public Input:** None

C. Hillman asked that the electronic display sign be moved to the Rotary before the Annual Town Meeting.

C. Hillman then spoke about his disappointment in not having a candidate's forum before the Annual Town Elections.

G. Luca announced the Food Drive being held on May 14, 2016 at the United States Post Office.

**Chief William A. Murray, Ayer Police Department:** *Appointment of Detail Officers & Special Police Officers - R.*

Pontbriand asked that the appointment of detail officers be placed under his report because Chief Murray was delayed.

**Ms. Susan Copeland, Tax Collector, Town Clerk and Treasurer:** S. Copeland and Benefits & Payroll Manager Kevin Johnston were in attendance. S. Copeland is recommending that K. Johnston be appointed Assistant Treasurer, per his job description.

**Motion:** A motion was made by G. Luca and seconded by C. Hillman to appoint Mr. Kevin Johnston as Assistant Treasurer effective immediately. **Motion passed 3-0.**

**Reserve Fund Transfer Request:** Mr. Kevin Johnston, Benefits & Payroll Manager was in attendance to request a reserve fund transfer in the amount of \$ 12,000 to account 01919-51740 FICA/Medicare Expenses. K. Johnston stated that analysis indicated that the FY'16 budget was underfunded and that there were a high number of police details causing the increase in the account.

**Motion:** A motion was made by G. Luca and seconded by C. Hillman to approve the Reserve Fund Transfer in the amount of \$12,000 in account 01919-51740. **Motion passed 3-0.**

**Town Engineer Dan Van Schalkwyk:** *Award of Pleasant Street Reconstruction Project Bid* – D. Van Schalkwyk asked that the BOS award the Pleasant Street Reconstruction Project Bid in the amount of \$833,566.45 to Ricciardi Brothers, Inc. of Worcester, MA. He stated that this is part of Community Development Block Grant that was awarded last year. He stated further that all the engineering for the project was done in-house.

**Motion:** A motion was made by G. Luca and seconded by C. Hillman to award the Pleasant Street Reconstruction Project Bid to Ricciardi Brothers, Inc. of Worcester in the amount of \$833,566.45 (Base Bid and Add Alternate). **Motion passed 3-0.**

**Town Administrator's Report:** *Appointment of Special Police Officers and Detail Officers* - R. Pontbriand presented Chief Murray's request for the appointment of Special Police Officers and Details Officers.

**Motion:** A motion was made by G. Luca and seconded by C. Hillman to appoint Special Police Officers and Detail Officers outlined in Chief Murray's two (2) memos of April 27, 2016 that are contained in the meeting packet. **Motion passed 3-0.**

*Administrative Update* – R. Pontbriand said that the Economic and Community Development Director Mr. Alan Manoian has started and that he has “hit the ground running”. He stated that he was in receipt of the Attorney General's comments on the Nuisance Bylaw passed at the October 2015 Fall Town Meeting and was reviewing the document internally with relevant department heads.

*Approval of UDAG Funds of \$10,000 (not to exceed) for Underground Tank Removal at Old Fire Station* – R. Pontbriand explained that the sale of the former fire station fell through. It was brought to the Town's attention that there was an underground oil tank that needed to be removed. His plan was to use the deposit received from the buyers to use for the tank removal. Town Accountant Lisa Gabree advised that because there was no appropriation for the tank removal, that the Town could use the UDAG account and then replenish the fund at a Town Meeting.

**Motion:** A motion was made by G. Luca to approve the use of up to \$10,000 in UDAG funds to remove the underground oil tank at the former fire station and to replenish the funds at an upcoming Town Meeting. **Motion passed 3-0.**

*Report of Approved Executive Session Items* – R. Pontbriand gave a report on the Executive Session items that were approved and released (DPW Superintendent Contract Amendment MOA, Town Engineer Contract Amendment MOA, DPW Contract MOA, Terms of the Town Administrator’s Contract and release of executive session minutes relative to Depot Square Access Property) at the 6:45 PM Executive Session that happened prior to the meeting. He reported that all documents will be placed on the Town’s website and Executive Session minutes would be in the Town Administrator’s office and available by request.

*Discussion of FY 2017 Budget and Town Meeting Warrant* – R. Pontbriand went through warrant for the upcoming Annual Town Meeting.

C. Hillman stated that the April 20, 2016 meeting of the Finance Committee was unprofessional and he took offense to it. Other members agreed.

R. Pontbriand stated that everyone is entitled to opinions, for example, if there is a legitimate and fair debate on the COLA issue, he was happy to discuss it with the Finance Committee. R. Pontbriand stated that he and C. Antonellis were extremely offended by Finance Committee member Pauline Conley’s comments of the April 20, 2016 meeting in which she insinuated Ms. Antonellis was only hired because she was a friend of the Town Administrator. R. Pontbriand then listed C. Antonellis’ qualifications and stated that she was chosen out of over 100 applicants.

**New Business/Selectmen’s Questions:**

G. Luca stated that JBOS met the week before. MassDevelopment is interested in having another Super Town Meeting to take up the zoning article that didn’t pass last year at a Super Town Meeting in Harvard.

**Approval Meeting Minutes:**

**Motion:** A motion was made by G. Luca and seconded by J. Livingston to approve the meeting minutes of April 19, 2016. **Motion passed 3-0.**

**Reorganization of the Board of Selectmen:** J. Livingston stated that it was the time of year to reorganize the Board of Selectmen. She opened the floor for nominations.

**Motion:** A motion was made by C. Hillman and seconded by J. Livingston to appoint G. Luca as Chairman. G. Luca accepted nomination. **Motion passed 3-0.**

**Motion:** A motion was made by J. Livingston and seconded by G. Luca to appoint C. Hillman as Vice-Chairman. C. Hillman accepted nomination. **Motion passed 3-0.**

**Motion:** A motion was made by J. Livingston and seconded by C. Hillman to appoint J. Livingston as Clerk. J. Livingston accepted nomination. **Motion passed 3-0.**

**Adjournment:**

**Motion:** A motion was made by G. Luca and seconded by C. Hillman to adjourn at 8:11 PM. **Motion passed 3-0.**

**Minutes Recorded and Submitted by Carly M. Antonellis**

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

**Jannice L. Livingston, Clerk:** \_\_\_\_\_