

RECEIVED
APR 14 2022

3:15pm
TOWN OF AYER
TOWN CLERK


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



Tuesday April 19, 2022, 6:00 PM
Open Session Meeting Agenda

This meeting/hearing of the Ayer Select Board will be held in-person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation via Zoom is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in a specific item on this agenda should make plans for in-person vs. virtual attendance accordingly. This meeting will be live on Zoom and Channel 8. The public may access the proceedings by joining Zoom (Meeting ID# 897 9080 0793) or by calling (929-205-6099). For additional information about remote participation, please contact Carly Antonellis, Assistant Town Manager at atm@ayer.ma.us or 978-772-8220 ext. 100 prior to the meeting.

6:00 PM*

Call to Order

Pledge of Allegiance; Review and Approve Agenda; Announcements

Public Input

6:05 PM

Recognition of Deputy Chief Jennifer D. Bigelow, Ayer Police Department

6:10 PM

Mark Archambault, Town Planner

1. Briefing on MBTA Communities Act
2. Overview of ATM Articles 30 & 31

6:20 PM

Chief Timothy P. Johnston, Ayer Fire Department

Overview Fire Pumper & Debt Exclusion (Article 14 of the ATM Warrant)

6:25 PM

Alan Manoian, Director, Community and Economic Development

Main Streets Regional Pocket Forests Pilot Project

6:30 PM

Dan Van Schalkwyk, DPW Director

1. 2022 – 2024 Paving and Road Treatment Contract Award
2. Woodlawn Cemetery Regulations and Fees
3. DPW Projects Update

6:45 PM

Town Manager's Report

1. Administrative Update/Review of Town Warrant(s)
2. Appointments – Recycling Committee
3. FY '23 Budget and Town Meeting Update
4. Authorization and Execution of Woodlawn Cemetery Quitclaim Deed

6:55 PM

New Business/Select Board Member Questions

1. Devens Framework Committee Update (Select Board Member J. Livingston)
2. Town Traffic Issues/Concerns (Select Board Member S. Houde)

7:10 PM

Executive Session Pursuant to MGL Chapter 30A, Section 21A

Exemption #2 (Non-Union Personnel Negotiations) Water and Sewer Superintendent Contract; Deputy Police Chief Contract

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

*The Annual Town Meeting is Monday April 25, 2022 at 7:00 PM at the Ayer Shirley Regional High School Auditorium.
The next regularly scheduled meeting of the Select Board is May 3, 2022 at 6:00 PM both in-person and remote participation.*

Office of the Select Board
Office of the Town Manager



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

MEMORANDUM

DATE: April 8, 2022

TO: Police Chief Brian P. Gill

FROM: Robert A. Pontbriand
Town Manager

R.A.P.

**SUBJECT: Appointment of Jennifer D. Bigelow as Deputy Police Chief of the Ayer Police Department
Effective April 11, 2022**

Dear Chief Gill,

I am in receipt of your attached recommendation to appoint Jennifer D. Bigelow as Deputy Police Chief of the Ayer Police Department (see attached). I have reviewed your recommendation and concur.

In accordance with the provisions of Chapter 79 of the Acts of 2018, I hereby appoint Jennifer D. Bigelow as Deputy Police Chief of the Ayer Police Department effective April 11, 2022.

Thank you.

Attachment: Request to Appoint Jennifer D. Bigelow to Deputy Chief from Chief Gill (March 31, 2022)

Cc: Ayer Select Board
Employee's Personnel File



AYER POLICE DEPARTMENT

54 Park Street · Ayer, Massachusetts 01432-1161
Tel. (978) 772-8200 · Fax (978) 772-8202



Brian P. Gill
Chief of Police

To: Town Manager Robert A. Pontbriand
From: Chief Brian P. Gill
Date: Thursday March 31, 2022
RE: Request to Appoint Jennifer D. Bigelow to Deputy Chief

Dear Mr. Pontbriand,

As you are aware, the Police Department Deputy Chief position has been vacant since July 2021, when I became Chief. I am excited to announce my recommendation for the next Deputy Chief of the Ayer Police Department, **Jennifer D. Bigelow**.

Jennifer was selected from five candidates who participated in a multi-prong evaluative process, one of which being an assessment center designed by a 3rd party consultant. The assessors evaluated the candidates on the following dimensions: Communication, Initiative and Decisiveness, Leadership, Problem Analysis and Decision Making, Planning and Organization, Cultural Competence and Proficiency, Development of Subordinates, Integrity, and Team Building. At the conclusion of the assessment center, Jennifer was classified as "Highly Qualified to Assume Deputy Chief Duties".

Jennifer has been in Law Enforcement for over 17 years, and with the Ayer Police Department for over 14 years. For the last 9 years, she has been assigned as the Ayer PD School Resource Officer, a position she grew from its inception. While the SRO, Jennifer has formed strong and trusted relationships with the children she has led and the community she has served ardently. As a resident of nearby Groton, she is known to stop by school and community events in Ayer on her own time, often with her family.

She holds a Bachelor's Degree in Criminal Justice from Westfield State University and is currently enrolled in a Master's of Public Administration Degree program at Anna Maria College. Along with many investigatory, DARE and SRO related certifications, Jennifer has completed multiple supervisory, command and executive leadership classes and is the recipient of the coveted FBI-LEEDA Leadership Trilogy Award.

As a testament to the positive impact Jennifer has made in the community and through professional channels, I am submitting several letters of recommendation. Not surprisingly, these recommendations all painted the same picture of her, using words and phrases like "professional", "dedicated", "committed", "compassionate", "respected", "trusted" and "community" centric. If I were to write a letter of recommendation for Jennifer, I would use these same words to try and describe her devotion to the profession and the community as well.

I am very enthusiastic for this next chapter in the Ayer Police Department and the opportunity to lead it into the future with Jennifer.

Thank you for your consideration.

Sincerely,

Brian P. Gill
Chief of Police

Briefing on the 'MBTA Communities Act'

For the Ayer Select Board

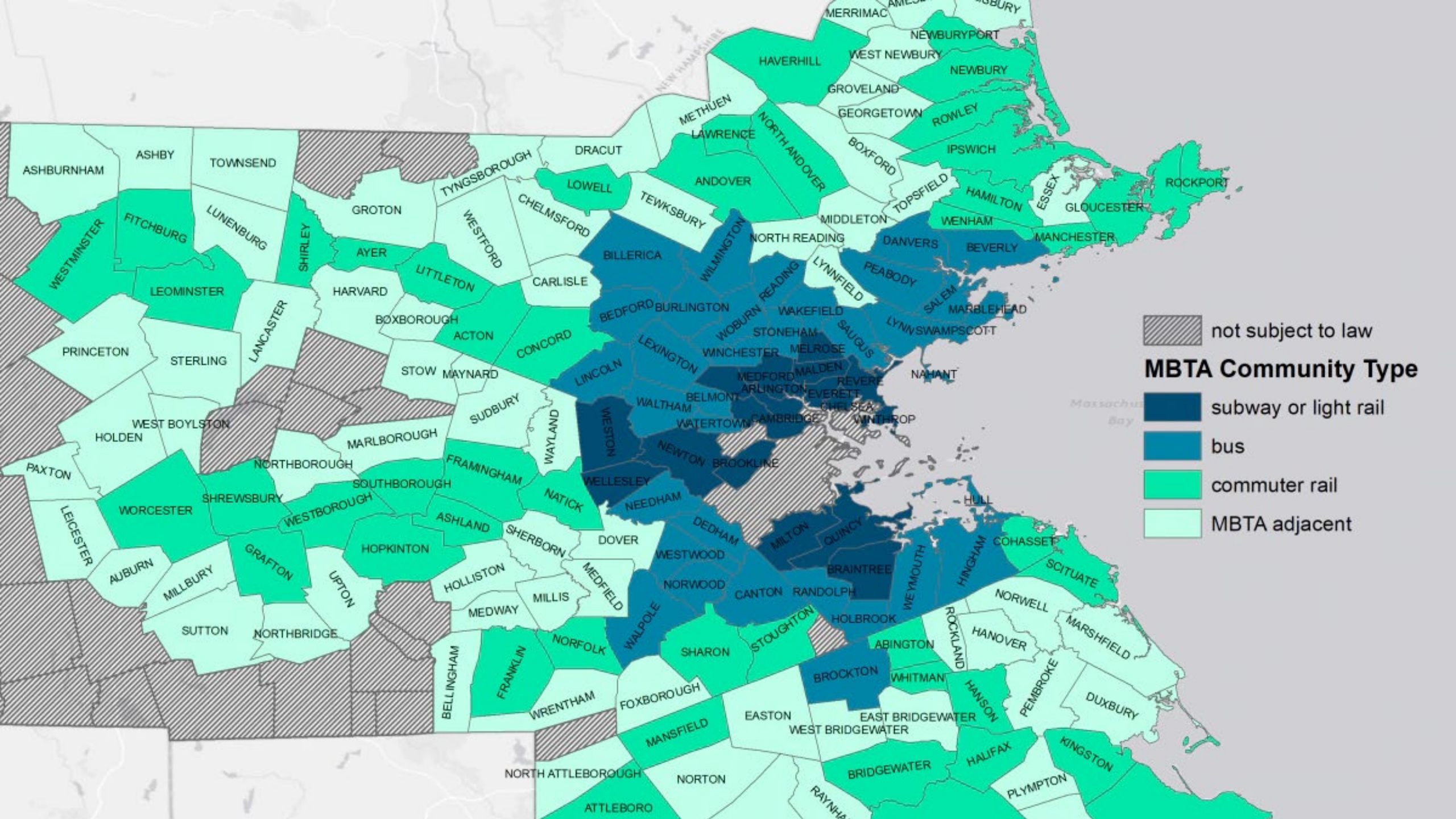
By Mark Archambault, Town Planner


April 19, 2022

What is the ‘MBTA Communities Act’” MGL Chapter 40A, Sec. 3A?


- Legislation to address Mass. housing shortage by ensuring that **zoning** around MBTA transit stops provides for multi-family housing at a certain density.
- Requirements differ depending on the type of MBTA service in a city or town.
- In Ayer’s case, we’re a ‘**Commuter Rail**’ community.
- The legislation and admin. rules address housing **capacity** under Zoning. The MBTA Communities Act does not require a certain number of MF Housing units to be *produced*. It’s not a housing production plan.






 not subject to law

MBTA Community Type

 subway or light rail

 bus

 commuter rail

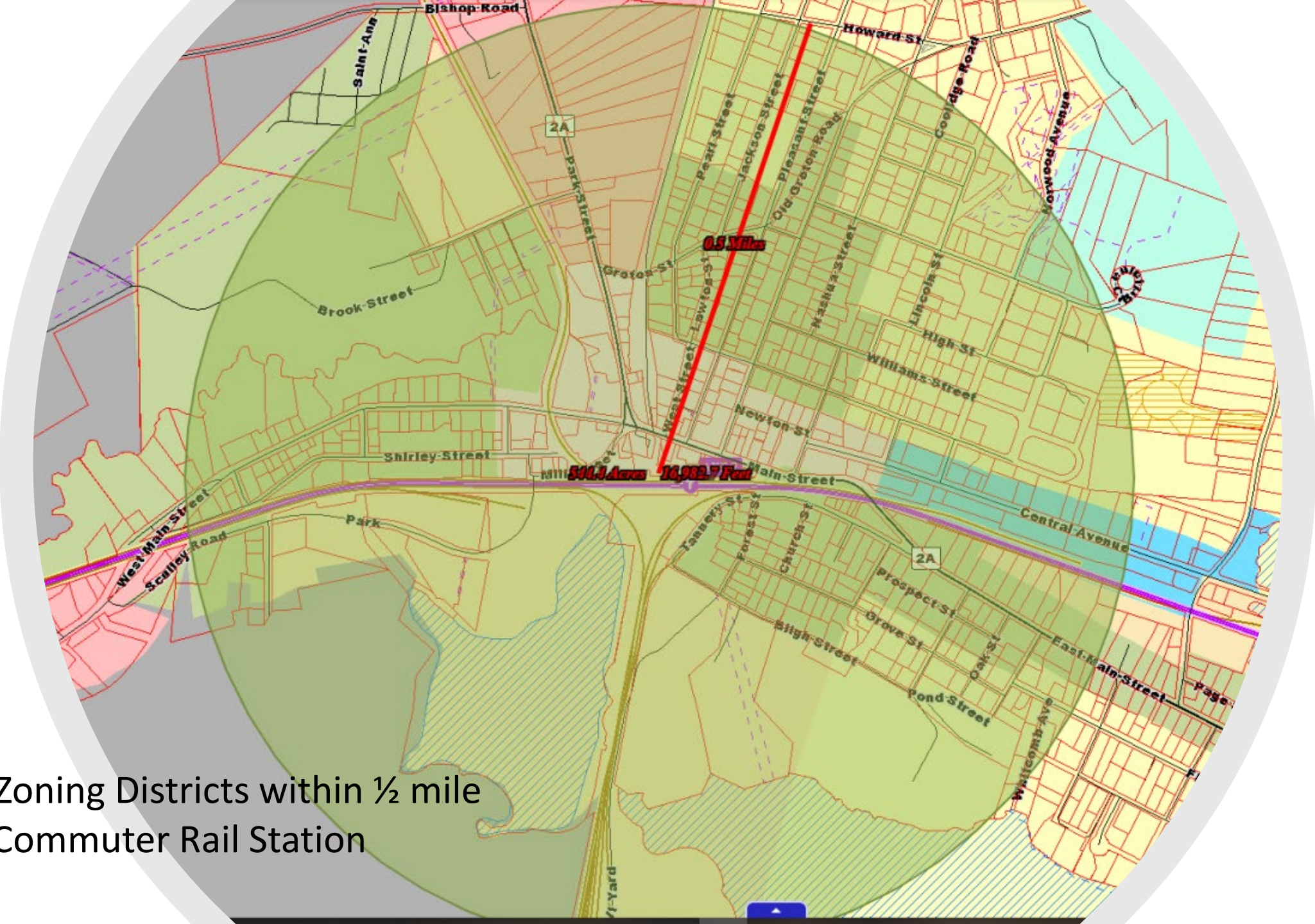
 MBTA adjacent

Commuter Rail Community Standards from draft Guidelines

- Multi-Family (MF) Zoning districts must be of a 'reasonable size' (min. of **50 acres**) with housing at ...
- A Gross Density of **15 units per acre**.
- Housing allowed under zoning cannot be age restricted or prohibit children.
- MF housing districts must be **within one-half (1/2) mile of the commuter rail station**, though some outlying districts that otherwise meet the density requirements and are linked to the commuter rail station may be permissible (*West Ayer Village FBC district as an example*).

Deadlines, Timelines and Actions

- **April 5, 2022:** Deadline for DLTA Technical Assistance Grants from the RPCs. Ayer submitted an application for assistance with analysis and mapping of potential districts on April 4.
- **May 2, 2022:** Deadline for each community to submit online 'MBTA Community Information Form'. Must be submitted *after* presentation to Select Board (April 19).
- **December 31, 2022:** Communities submit an 'Action Plan' or 'Request for Compliance' Determination. Action Plan details how each community plans to meet the requirements of the MBTA Communities Act.
- **July 2023:** Action Plans reviewed and approved by Mass. DHCD.
- **December 31, 2024:** Commuter Rail communities must have **adopted** zoning consistent with MBTA Communities by this date.



Ayer's Zoning Districts within 1/2 mile of the Commuter Rail Station

How is Ayer likely to fare under these requirements?

Fairly well, due to:

1. **Downtown Ayer / Park St. FBC District** (no min. lot size, density of units limited by building space, likely exceeds 15 units per acre).
2. **West Main Village FBC** (3/4 miles)
3. **General Residence** district allows up to 12 units per acre gross density.
4. Analysis under the DLTA technical assistance grant will help us determine exactly where we stand in terms of allowable gross density and help us identify potential 'MBTA districts'.





Engine – 4

1993 E-One Protector
1250 GPM pump
750 Gallons of water
30 Gallons of foam

- Purchased for \$225,000
- Refurbished in 2016 for \$150,000
- The transmission not easily repaired
- Parts are no longer available for the pump
- NFPA 1901 recommends replacement after 25 years of service (2018)



Engine – 2

2020 E-One EMAX

1500 GPM pump

750 Gallons of water

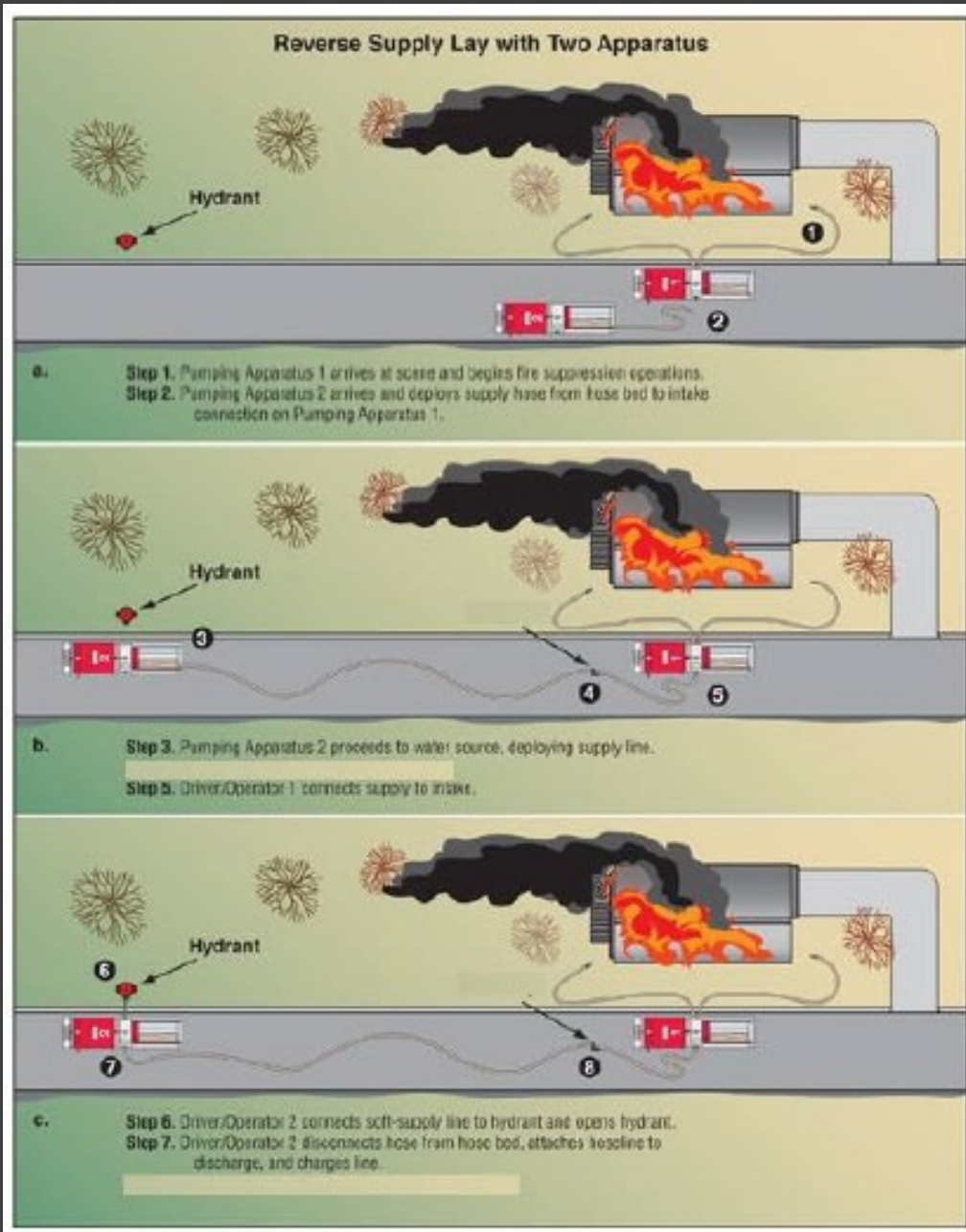
30 Gallons of foam

- Purchase and equip cost of \$805,000
- Mirror the design and layout of the 2020 EMAX
- Power plant, lighting, and pump meeting current NFPA standards
- Replacement allows for continued Versik (ISO) rating calculation (2024)
- Fire department deployment requires two pumpers

Why do we need two engines?

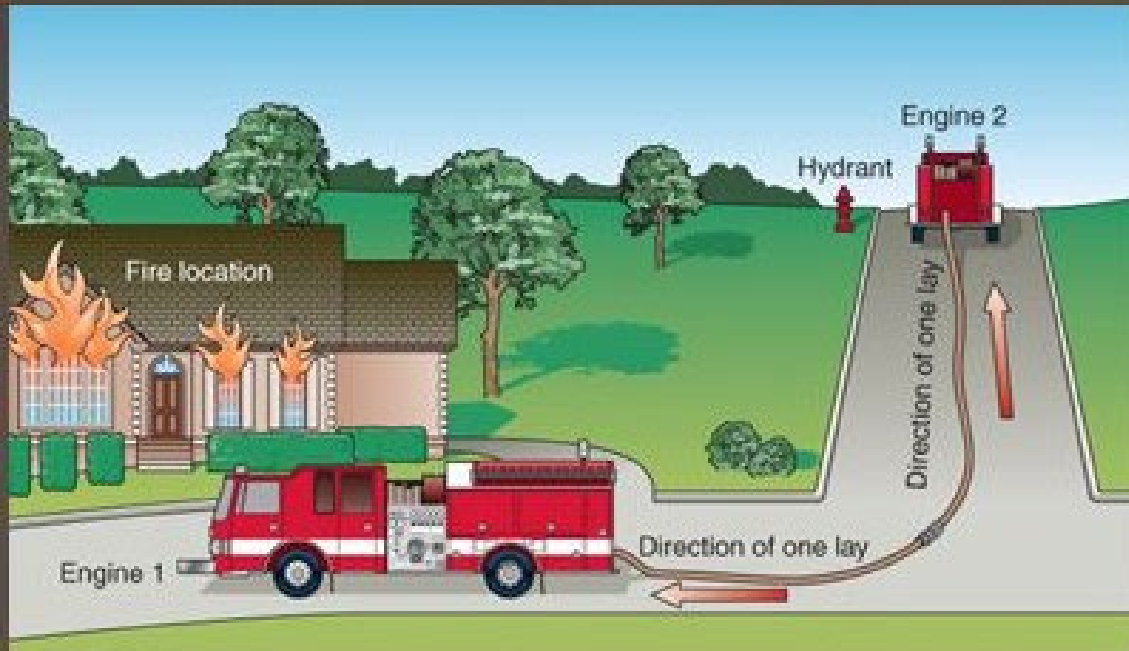
Standard Fire Attack

- First engine to the fire scene
 - Initiate Size-up
 - Rescue and or fire suppression
- Aerial to front of the building
 - Sets ladders for rescue, fire fighting, and ventilation
 - Ventilation and forcible entry
- Second engine establishes a water supply
 - Forward or reverse hose lay
 - Boosts hydrant pressure



Initial Water Supply

750 gallons of tank water



Attack Pump

- 1 $\frac{3}{4}$ " handline flows 150 GPM
 - 5 minutes of constant flow
 - 5-10 minutes of working time
- 2 $\frac{1}{2}$ " handline flows 300 GPM
 - 2.5 minutes of constant flow
 - 3-5 minutes of working time

Supply Pump With 5" Hose

- Efficient carrying capacity of 2,000 GPM
- Boosts hydrant pressure
- Connect inline for long distance relays

Tax Impact Estimate

**TOWN OF AYER
FISCAL YEAR 2022
ESTIMATED TAX RATE IMPACT STUDY**

Description	Residential Rate	CIP Rate	Res. Bill Increase	Com/Ind Bill Increase
FY2022 Actual	\$13.42	\$28.28	\$163	\$284
FY2022 + 62,000 Add'l Levy Increase	\$13.45	\$28.35	\$175	\$305
Impact of Levy Increase	\$0.03	\$0.07	\$12	\$21
FY2022 + 100,000 Add'l Levy Increase	\$13.47	\$28.39	\$183	\$318
Impact of Levy Increase	\$0.05	\$0.11	\$20	\$34
FY2022 Average Single Family Valuation		399,800		
FY2022 Median Com/Ind Valuation		310,700		

4/19/2022

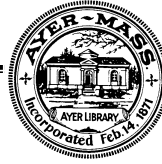
The Town of Ayer Select Board is pleased to forward this Letter of Support for the Massachusetts Office of Energy & Environmental Affairs Municipal Vulnerability Preparedness Grant application, which if awarded would fund the: **“Main Streets Regional Pocket Forests Pilot Project”** for the neighborhoods of Ayer and Devens; as administered by the Ayer Office of Community & Economic Development and the Devens Enterprise Commission.

The Ayer/Devens Neighborhood Pocket Forest Pilot Project builds upon the Town of Ayer (2017) Master Plan, the (2019) Ayer Open Space & Recreation Plan, the Town of Ayer’s (January 2020) Municipal Vulnerability Preparedness “Community Resiliency Building Workshops & Forums”, the resulting (June 2020) “Ayer MVP Resiliency Summary of Findings Report”, and the recently completed Town of Ayer (December 2021) Town of Ayer “Street Tree” Standard Inventory Analysis & Management Plan.

The proposed Ayer/Devens Neighborhood “Pocket Forest” Pilot Project would engage local residents within neighborhoods that are located in close proximity to historic freight railroad lines & trucking routes, that through time have lost their neighborhood street shade trees, that have been excessively covered with expansive asphalt surfaces creating unhealthy and increasingly dangerous “neighborhood heat islands”, that are subjected to constant poor air-quality, and that are increasingly vulnerable to neighborhood street stormwater flooding impact. The Ayer/Devens neighbors will work together with local municipal staff and project consultants to guide, plan, design, and plant new native trees in selected neighborhood locations in order to establish and assure a better, healthier, safer, and more resilient quality of life for the residents and neighbors of these more urbanized, compact and traditionally working-class neighborhoods.

In closing, the Town of Ayer Select Board is hopeful that the Massachusetts Office of Energy & Environmental Affairs (MVP Program) will award the Municipal Vulnerability Preparedness Grant for the proposed “Ayer/Devens Neighborhood Pocket Forests Pilot Project” application, as we are confident of a successful local program outcome and a noteworthy model project for the Commonwealth of Massachusetts.

Sincerely,



MEMORANDUM

Date: April 13, 2022
To: Select Board
From: Dan Van Schalkwyk, P.E., Director
Subject: **Agenda Items for April 19, 2022, Select Board Meeting**

1. **2022 through 2024 Paving and Road Treatment Contract Award –**

Bids for 2022 through 2024 Road Paving and Treatment were opened on April 8, 2022. 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 4 bids for the road paving portion of the contract and PJ Albert Inc. of Fitchburg, MA is the low bidder. The Contract also had separate bid items for specialized pavement treatment preservations. We received 1 bid for rubberized chip seal from All States Construction, Inc.

We recommend awarding the road paving contract to PJ Albert Inc. and the rubberized chip seal preservation contract to All States Construction, Inc.

Requested Motion – Vote to award the road paving contract to PJ Albert Inc. and the rubberized chip seal contract to All States Construction, Inc for FY23.

2. **Woodlawn Cemetery Regulations and Fees –**

The Woodlawn Cemetery is now under ownership and operation of the Town. I'm requesting the Select Board adopt regulations and fees for the Woodlawn Cemetery.

I've attached proposed regulations and fees which are based on the previous regulations and fees put in place by the Woodlawn Cemetery Company. The regulations and fees will likely change once a Cemetery Commission is in place and conducts a detailed analysis and discussion of the fees and regulations.

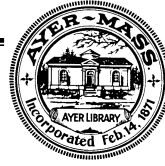
Requested Motion – Vote to adopt the fees and regulations for the Woodlawn Cemetery as presented.

3. **Brief Project Updates:**

- a. East Main Street Final Paving
- b. West Main Street – MassWorks
- c. Spectacle Pond WTP PFAS Treatment Construction
- d. WWTP FY2020 Construction

DEPARTMENT OF PUBLIC WORKS

Dan S. Van Schalkwyk, P.E., Director
Pamela J. Martin, Business Manager



Water, Wastewater, Highway & Solid Waste Divisions

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

April 13, 2022

Mr. Philip J. Albert, Treasurer
P.J. Albert, Inc.
P.O. Box 2165
199 Upham Street
Fitchburg, MA 01420

RE: Notice of Award – Road Paving and Treatment – 2022 Through 2024, 22DPW07, Ayer, MA

Dear Mr. Albert:

Enclosed please find a Notice of Award, three (3) unsigned copies of the Agreement, and a copy of the bid form for the **Road Paving and Treatment – 2022 Through 2024** in Ayer, MA.

Please provide three (3) executed copies of the Agreement, Payment and Performance Bonds and Insurance Certificates. Insurance Certificates should name the Town of Ayer as an additional insured. The insurance requirements are included in Section 00700 of the Specifications.

Should you have any questions or comments, please do not hesitate to contact me.

Regards,

AYER DEPARTMENT OF PUBLIC WORKS

Dan Van Schalkwyk, P.E.
Director



**SECTION 00810
NOTICE OF AWARD**

Dated April 13, 2022

Project:	Owner: Town of Ayer	Owner's Contract No.: 22DPW07
Contract: Road Paving and Treatment – 2022 Through 2024	Engineer's Project No.: 22DPW07	
Bidder: P.J. Albert, Inc.		
Bidder's Address: (send Certified Mail, Return Receipt Requested) P.O. Box 2165 / 199 Upham Street, Fitchburg, MA 01420		

You are notified that your Bid dated April 8, 2022, for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Base Bid

(Indicate total Work, alternates or sections or Work awarded.)

The Contract Price of your Contract is Three Hundred Eleven Thousand Five Hundred Fifty Dollars and Zero Cents (\$311,550.00) 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 2022 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.

(Insert appropriate data if Unit Prices are used. Change language for Cost-Plus contracts.)

1 electronic copy of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

1 electronic copy of the Drawings will be delivered separately or otherwise made available to you immediately.

Hard copies of the proposed Contract Documents and Drawings shall be distributed separately.

You must comply with the following conditions precedent within [10] days of the date you receive this Notice of Award.

1. Deliver to the Owner three [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Performance and Payment Bonds as specified in the Form for General Bid and General Conditions (Section 9).
3. Other conditions precedent:

Please provide three (3) copies of insurance certificates per General Conditions Section 7. The Town of

Ayer shall be named as additional insured.

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.

Owner
By: _____
Authorized Signature

Title

SECTION 00510**AGREEMENT
(EJCDC)**

THIS AGREEMENT is by and between The Town of Ayer, Massachusetts (hereinafter called OWNER) and P.J. Albert, Inc. (hereinafter called CONTRACTOR).

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

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work will consist of Road Paving 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.

Ayer, Devens, Harvard, Shirley Paving
 2022 through 2024 Paving Bid
 Quantities by Town

			PJ Albert Bid	Ayer					
Item	Unit	Description		2022		2023		2024	
				Quantity	Total	Quantity	Total	Quantity	Total
1	Ton	In-place pavement, top and binder	\$ 81.00	2,000	\$ 162,000.00	2,000	\$ 162,000.00	2,000	\$ 162,000.00
2	Ton	FOB, top and binder per ton	\$ 65.00	25	\$ 1,625.00	25	\$ 1,625.00	25	\$ 1,625.00
3	SY	Pavement Reclaiming	\$ 3.50	2,000	\$ 7,000.00	2,000	\$ 7,000.00	2,000	\$ 7,000.00
4	SY	Cold Planing	\$ 3.25	10,000	\$ 32,500.00	7,500	\$ 24,375.00	7,500	\$ 24,375.00
5	Each	Raise and Adjust Castings for Overlay	\$ 280.00	15	\$ 4,200.00	15	\$ 4,200.00	15	\$ 4,200.00
6	Each	Lower, Raise and Adjust Castings for Reclaiming	\$ 475.00	10	\$ 4,750.00	10	\$ 4,750.00	10	\$ 4,750.00
7	V FT.	Rebuild Manholes and Catch Basins	\$ 300.00	5	\$ 1,500.00	5	\$ 1,500.00	5	\$ 1,500.00
8	Each	New Catch Basin or Manhole Frame and Cover	\$ 600.00	3	\$ 1,800.00	3	\$ 1,800.00	3	\$ 1,800.00
9	Each	Raise and Adjust Valve Boxes	\$ 200.00	10	\$ 2,000.00	10	\$ 2,000.00	10	\$ 2,000.00
10	Ton	Install driveway aprons as required	\$ 175.00	15	\$ 2,625.00	15	\$ 2,625.00	15	\$ 2,625.00
11	SY	Bituminous Concrete Sidewalk	\$ 40.00	2,000	\$ 80,000.00		\$ -		\$ -
12	SY	Cement Concrete Sidewalk	\$ 100.00	0	\$ -	1,000	\$ 100,000.00	1,000	\$ 100,000.00
13	SY	Cement Concrete Wheelchair Ramp	\$ 110.00	0	\$ -	40	\$ 4,400.00	40	\$ 4,400.00
14	LF	Bituminous Cape Cod Berm	\$ 5.50	1,000	\$ 5,500.00	1,500	\$ 8,250.00	1,500	\$ 8,250.00
15	LF	Bituminous Curb	\$ 5.50	1,000	\$ 5,500.00	500	\$ 2,750.00	500	\$ 2,750.00
16	LF	Granite Curb - Straight	\$ 50.00	0	\$ -	1,000	\$ 50,000.00	1,000	\$ 50,000.00
17	LF	Granite Curb - Curved	\$ 55.00	0	\$ -	0	\$ -	0	\$ -
18	LF	Granite Curb - Straight Transition	\$ 55.00	0	\$ -	0	\$ -	0	\$ -
19	EACH	Granite Curb Inlet	\$ 350.00	0	\$ -	0	\$ -	0	\$ -
20	LF	Remove and Reset Granite Curbing	\$ 25.00	0	\$ -	100	\$ 2,500.00	100	\$ 2,500.00
21	LF	Furnish and install erosion control (silt fence and hay bales)	\$ 5.50	100	\$ 550.00	100	\$ 550.00	100	\$ 550.00
Total Items 1 through 21					\$ 311,550.00		\$ 380,325.00		\$ 380,325.00

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
ROAD PAVING AND TREATMENT - 2022 THOUGH 2024

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/ 199 Upham Street
Fitchburg, Ma 01420

A. The Undersigned proposes to furnish all labor and materials required **Road Paving And Treatment - 2022 Though 2024** 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 #1 (One) _____
Dated 4/4/2022 _____

C. The proposed contract price for the Base Bid including **Bid Items 1 through 21** complete is

Eight Hundred Seventy Four Thousand Nine Hundred Nine Dollars &
Fifty Cents (in Words) dollars (\$ 874,909.50) (in Figures)

Bids due April 8,
2022 1:00 PM

2022 through 2024 Road Paving and Treatment Ayer, Harvard, Shirley, Devens

Item No.	Estimated Quantity * 2022	Units	Description and Price Bid in both Words and Figures	Unit Price	Total in Figures
1	6,807	Ton	In-place pavement, top and binder <u>Eighty One</u> ___ Dollars and <u>Zero</u> Cents (\$ <u>81.00</u>) **Price adjustment see below	\$81.00	\$ 551,367.00
2	425	Ton	FOB, top and binder per ton <u>Sixty Five</u> ___ Dollars and <u>Zero</u> Cents (\$ <u>65.00</u>) **Price Adjustment see below	\$65.00	\$27,625.00
3	10,661	SY	Pavement Reclaiming <u>Three</u> ___ Dollars and <u>Fifty</u> Cents (\$ <u>3.50</u>)	\$3.50	\$37,313.50
4	22,282	SY	Cold Planing <u>Three</u> ___ Dollars and <u>Twenty Five</u> Cents (\$ <u>3.25</u>)	\$3.25	\$72,416.50
5	30	Each	Raise and Adjust Castings for Overlay <u>Two Hundred Eighty</u> ___ Dollars and <u>Zero</u> Cents (\$ <u>280.00</u>)	\$280.00	\$ 8,400.00

6	10	Each	Lower, Raise and Adjust Castings for Reclaiming <u>Four Hundred Seventy Five</u> ___ Dollars and <u>Zero</u> Cents (\$ <u>475.00</u>)	\$475.00	\$ 4,750.00-
7	5	V FT.	Rebuild Manholes and Catch Basins <u>Three Hundred</u> ___ Dollars and <u>Zero</u> Cents (\$ <u>300.00</u>)	\$300.00	\$ 1,500.00-
8	3	Each	New Catch Basin or Manhole Frame and Cover <u>Six Hundred</u> ___ Dollars and <u>Zero</u> Cents (\$ <u>600.00</u>)	\$600.00	\$ 1,800.00-
9	10	Each	Raise and Adjust Valve Boxes <u>Two Hundred</u> ___ Dollars and <u>Zero</u> Cents (\$ <u>200.00</u>)	\$200.00	\$ 2,000.00-
10	65	Ton	Install driveway aprons as required <u>One Hundred Seventy Five</u> ___ Dollars and <u>Zero</u> Cents (\$ <u>175.00</u>)	\$175.00	\$ 11,375.00
11	2,000	SY	Bituminous Concrete Sidewalk <u>Forty</u> ___ Dollars and <u>Zero</u> Cents (\$ <u>40.00</u>) **Price Adjustment See Below	\$40.00	\$ 80,000.00

12	100	SY	Cement Concrete Sidewalk One Hundred ____ Dollars and Zero Cents (\$ 100.00)	\$100.00	\$ 10,000.00
13	50	SY	Cement Concrete Wheelchair Ramp One Hundred Ten ____ Dollars and Zero Cents (\$ 110.00)	\$110.00	\$ 5,500.00-
14	1,675	LF	Bituminous Cape Cod Berm Five ____ Dollars and Fifty Cents (\$ 5.50)	\$5.50	\$ 9,212.50
15	1,000	LF	Bituminous Curb Five ____ Dollars and Fifty Cents (\$ 5.50)	\$5.50	\$ 5,500.00
16	100	LF	Granite Curb - Straight Fifty ____ Dollars and Zero Cents (\$ 50.00)	\$50.00	\$ 5,000.00
17	100	LF	Granite Curb - Curved Fifty Five ____ Dollars and Zero Cents (\$ 55.00)	\$55.00	\$ 5,500.00-
18	100	LF	Granite Curb - Straight Transition Fifty Five ____ Dollars and Zero Cents (\$ 55.00)	\$55.00	\$ 5,500.00

19	10	EACH	Granite Curb Inlet Three Hundred Fifty ____ Dollars and Zero Cents (\$ 350.00)	\$350.00	\$ 3,500.00 -
20	1,000	LF	Remove and Reset Granite Curb - Twenty Five ____ Dollars and Zero Cents (\$ 25.00)	\$25.00	\$ 25,000.00
21	300	LF	Furnish and install erosion control (silt fence and hay bales) Five ____ Dollars and Fifty Cents (\$ 5.50)	\$5.50	\$ 1,650.00 -
22	500	SY	Treated Stone Seal ____ Dollars and _____ Cents (\$ _____)		\$ -
23	58,242	SY	Rubberized Chip Seal ____ Dollars and _____ Cents (\$ _____)		\$ -
24	700	Per Gallon	Fiber reinforced crack sealing, ____ Dollars and _____ Cents (\$ _____)		\$ -
25	50,000	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 liquid asphalt for this bid is \$650.00 per ton (as of February 2022).

- 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 21 will be awarded as a single contract and Items 22, 23, 24 and 25 will be awarded separately. Bidders for Items 1 through 21 must bid on all 21 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.

042787607

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 8, 2022

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* Philip J. Albert/ Treasurer

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

Business address: P.O. Box 2165/ 199 Upham Street/ Fitchburg, MA 01420

Phone No.: 978-345-7828

A Joint Venture

By (Name) _____ (SEAL)

(Address) _____

Phone No.: _____

By (Name) _____ (SEAL)

(Address) _____

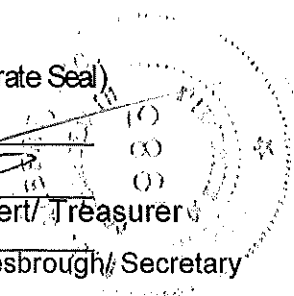
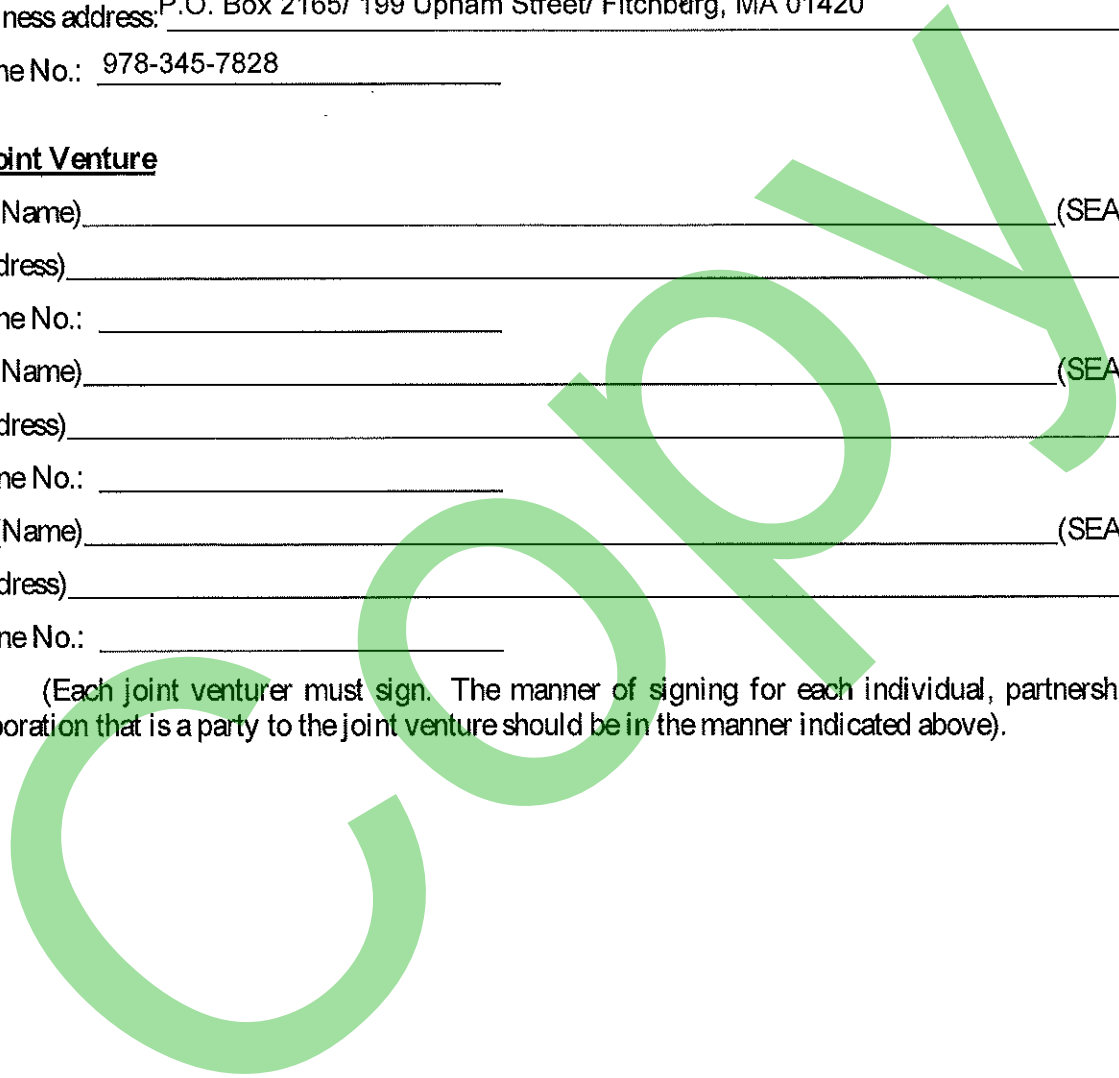
Phone No.: _____

By (Name) _____ (SEAL)

(Address) _____

Phone No.: _____

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



SECTION 00302

CERTIFICATE OF AUTHORITY TO SIGN

At a duly authorized meeting of the Board of Directors of P.J. Albert, Inc.
(Company Name)

held on 01/03/2022, at which all the Directors were present or waived notice, it was voted

that Jacqueline M. Albert/ President Philip J. Albert/ Treasurer William P. Wheeler/ Vice President Shelli M. Chesbrough/ Secretary
(Date)
(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

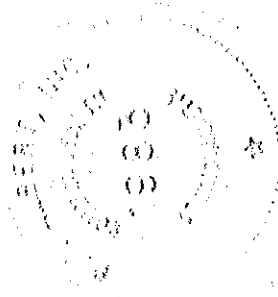
Philip J. Albert/ Treasurer under seal of the Company shall be valid and binding upon this Company.
(Officer/Title)

I hereby certify that the above vote has not been amended or rescinded and remains in full effect as of
this date April 8, 2022.

A true copy,

ATTEST *Shelli M. Chesbrough*
Clerk

Shelli M. Chesbrough/ Secretary
(Corporate Seal)



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



Telephone 978-345-7828 • 800-370-7828 • Fax 978-345-1425
P.O. Box 2165 • Fitchburg, MA 01420 • www.pjalbert.com

CERTIFICATE OF AUTHORITY
MEETING OF THE BOARD OF DIRECTORS

April 8, 2022

At a meeting of the Directors of P. J. Albert, Inc. duly called and held at 199 Upham Street, Fitchburg, Massachusetts on the 3rd day of January 2022, 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

Town of Ayer, Devens, Shirley & Harvard
2022 through 2024
Road Paving and Treatment

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

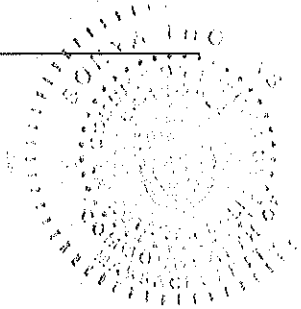
I do hereby certify that the above is a true and correct copy of the record, that said vote has not been amended or repealed and is in full force and effect as of this date, and that JACQUELINE MARTHA ALBERT is the duly elected President, PHILIP JOSEPH ALBERT is the duly elected Treasurer, WILLIAM PAUL 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 8, 2022

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

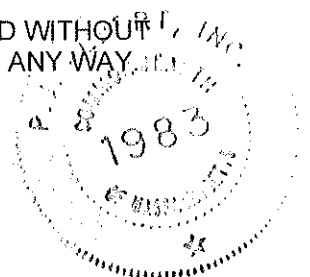
Sonya Thomas
SONYA THOMAS/ NOTARY PUBLIC
My commission expires: April 19, 2024



P. J. Albert, Inc.

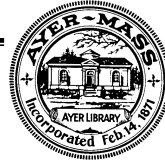
Shelli Marlene Chesbrough
SHELLI MARLENE CHESBROUGH/SECRETARY

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



DEPARTMENT OF PUBLIC WORKS

Dan S. Van Schalkwyk, P.E., Director
Pamela J. Martin, Business Manager



Water, Wastewater, Highway & Solid Waste Divisions

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

April 13, 2022

**Mr. Alan L. Chicoine, Vice President
All States Construction, Inc.
P.O. Box 91
325 Amherst Rd
Sunderland, MA 01375**

RE: Notice of Award – Road Paving and Treatment – 2022 Through 2024, 22DPW07, Ayer, MA

Dear Mr. Chicoine:

Enclosed please find a Notice of Award, three (3) unsigned copies of the Agreement, and a copy of the bid form for the **Road Paving and Treatment – 2022 Through 2024** in Ayer, MA.

Please provide three (3) executed copies of the Agreement, Payment and Performance Bonds and Insurance Certificates. Insurance Certificates should name the Town of Ayer as an additional insured. The insurance requirements are included in Section 00700 of the Specifications.

Should you have any questions or comments, please do not hesitate to contact me.

Regards,

AYER DEPARTMENT OF PUBLIC WORKS

Dan Van Schalkwyk, P.E.
Director



**SECTION 00810
NOTICE OF AWARD**

Dated April 13, 2022

Project:	Owner: Town of Ayer	Owner's Contract No.: 22DPW07
Contract: Road Paving and Treatment – 2022 Through 2024	Engineer's Project No.: 22DPW07	
Bidder: All States Construction, Inc.		
Bidder's Address: (send Certified Mail, Return Receipt Requested) P.O. Box 91 / 325 Amherst Rd, Sunderland, MA 01375		

You are notified that your Bid dated April 8, 2022, for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Item 23.

(Indicate total Work, alternates or sections or Work awarded.)

The Contract Price of your Contract is Eighty Thousand Eight Hundred Fifty Dollars and Zero Cents (\$80,850.00) 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 2022 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.

(Insert appropriate data if Unit Prices are used. Change language for Cost-Plus contracts.)

1 electronic copy of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

1 electronic copy of the Drawings will be delivered separately or otherwise made available to you immediately.

Hard copies of the proposed Contract Documents and Drawings shall be distributed separately.

You must comply with the following conditions precedent within [10] days of the date you receive this Notice of Award.

1. Deliver to the Owner three [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Performance and Payment Bonds as specified in the Form for General Bid and General Conditions (Section 9).
3. Other conditions precedent:

Please provide three (3) copies of insurance certificates per General Conditions Section 7. The Town of Ayer shall be named as additional insured.

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.

Owner
By: _____
Authorized Signature

Title

SECTION 00510**AGREEMENT
(EJCDC)**

THIS AGREEMENT is by and between The Town of Ayer, Massachusetts (hereinafter called OWNER) and All States Construction, Inc. (hereinafter called CONTRACTOR).

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

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work will consist of Road Paving 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.

Ayer, Devens, Harvard, Shirley Paving
2022 through 2024 Paving Bid
Quantities by Town

Item	Unit	Description	All States Construction	Ayer					
				2022		2023		2024	
				Quantity	Total	Quantity	Total	Quantity	Total
1	Ton	In-place pavement, top and binder	\$ -	2,000	\$ -	2,000	\$ -	2,000	\$ -
2	Ton	FOB, top and binder per ton	\$ -	25	\$ -	25	\$ -	25	\$ -
3	SY	Pavement Reclaiming	\$ -	2,000	\$ -	2,000	\$ -	2,000	\$ -
4	SY	Cold Planing	\$ -	10,000	\$ -	7,500	\$ -	7,500	\$ -
5	Each	Raise and Adjust Castings for Overlay	\$ -	15	\$ -	15	\$ -	15	\$ -
6	Each	Lower, Raise and Adjust Castings for Reclaiming	\$ -	10	\$ -	10	\$ -	10	\$ -
7	V FT.	Rebuild Manholes and Catch Basins	\$ -	5	\$ -	5	\$ -	5	\$ -
8	Each	New Catch Basin or Manhole Frame and Cover	\$ -	3	\$ -	3	\$ -	3	\$ -
9	Each	Raise and Adjust Valve Boxes	\$ -	10	\$ -	10	\$ -	10	\$ -
10	Ton	Install driveway aprons as required	\$ -	15	\$ -	15	\$ -	15	\$ -
11	SY	Bituminous Concrete Sidewalk	\$ -	2,000	\$ -		\$ -		\$ -
12	SY	Cement Concrete Sidewalk	\$ -	0	\$ -	1,000	\$ -	1,000	\$ -
13	SY	Cement Concrete Wheelchair Ramp	\$ -	0	\$ -	40	\$ -	40	\$ -
14	LF	Bituminous Cape Cod Berm	\$ -	1,000	\$ -	1,500	\$ -	1,500	\$ -
15	LF	Bituminous Curb	\$ -	1,000	\$ -	500	\$ -	500	\$ -
16	LF	Granite Curb - Straight	\$ -	0	\$ -	1,000	\$ -	1,000	\$ -
17	LF	Granite Curb - Curved	\$ -	0	\$ -	0	\$ -	0	\$ -
18	LF	Granite Curb - Straight Transition	\$ -	0	\$ -	0	\$ -	0	\$ -
19	EACH	Granite Curb Inlet	\$ -	0	\$ -	0	\$ -	0	\$ -
20	LF	Remove and Reset Granite Curbing	\$ -	0	\$ -	100	\$ -	100	\$ -
21	LF	Furnish and install erosion control (silt fence and hay bales)	\$ -	100	\$ -	100	\$ -	100	\$ -
		Total Items 1 through 21							
22	SY	Treated Stone Seal	\$ 12.00	0	\$ -	10,000	\$ 120,000.00	0	\$ -
23	SY	Rubberized Chip Seal	\$ 5.39	15,000	\$ 80,850.00	0	\$ -	10,000	\$ 53,900.00
24	Per gallon	Fiber reinforced crack sealing,	\$ -	200	\$ -	200	\$ -	200	\$ -
25	LF	Single Painted Traffic Lines	\$ -	0	\$ -	0	\$ -	0	\$ -

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
ROAD PAVING AND TREATMENT - 2022 THOUGH 2024

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): All States Construction, Inc.
(Address for Giving Notice): PO Box 91
Sunderland, MA 01375

A. The Undersigned proposes to furnish all labor and materials required **Road Paving And Treatment - 2022 Though 2024** 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 #1 _____
Dated 4/4/2022 _____

C. The proposed contract price for the Base Bid including **Bid Items 1 through 21** complete is

(in Words) dollars (\$) _____ (in Figures)

Bids due April 8,
2022 1:00 PM

2022 through 2024 Road Paving and Treatment Ayer, Harvard, Shirley, Devens

Item No.	Estimated Quantity * 2022	Units	Description and Price Bid in both Words and Figures	Unit Price	Total in Figures
1	6,807	Ton	In-place pavement, top and binder ____ Dollars and _____ Cents (\$ _____) **Price adjustment see below		\$ -
2	425	Ton	FOB, top and binder per ton ____ Dollars and _____ Cents (\$ _____) **Price Adjustment see below		\$ -
3	10,661	SY	Pavement Reclaiming ____ Dollars and _____ Cents (\$ _____)		\$ -
4	22,282	SY	Cold Planing ____ Dollars and _____ Cents (\$ _____)		\$ -
5	30	Each	Raise and Adjust Castings for Overlay ____ Dollars and _____ Cents (\$ _____)		\$ -

6	10	Each	Lower, Raise and Adjust Castings for Reclaiming <hr/> ___ Dollars and <hr/> Cents (\$ _____)	\$	-
7	5	V FT.	Rebuild Manholes and Catch Basins <hr/> ___ Dollars and <hr/> Cents (\$ _____)	\$	-
8	3	Each	New Catch Basin or Manhole Frame and Cover <hr/> ___ Dollars and <hr/> Cents (\$ _____)	\$	-
9	10	Each	Raise and Adjust Valve Boxes <hr/> ___ Dollars and <hr/> Cents (\$ _____)	\$	-
10	65	Ton	Install driveway aprons as required <hr/> ___ Dollars and <hr/> Cents (\$ _____)	\$	-
11	2,000	SY	Bituminous Concrete Sidewalk <hr/> ___ Dollars and <hr/> Cents (\$ _____) **Price Adjustment See Below	\$	-

12	100	SY	Cement Concrete Sidewalk ____ Dollars and _____ Cents (\$ _____)		\$ -
13	50	SY	Cement Concrete Wheelchair Ramp ____ Dollars and _____ Cents (\$ _____)		\$ -
14	1,675	LF	Bituminous Cape Cod Berm ____ Dollars and _____ Cents (\$ _____)		\$ -
15	1,000	LF	Bituminous Curb ____ Dollars and _____ Cents (\$ _____)		\$ -
16	100	LF	Granite Curb - Straight ____ Dollars and _____ Cents (\$ _____)		\$ -
17	100	LF	Granite Curb - Curved ____ Dollars and _____ Cents (\$ _____)		\$ -
18	100	LF	Granite Curb - Straight Transition ____ Dollars and _____ Cents (\$ _____)		\$ -

19	10	EACH	Granite Curb Inlet ____ Dollars and _____ Cents (\$ _____)		\$ -
20	1,000	LF	Remove and Reset Granite Curb - ____ Dollars and _____ Cents (\$ _____)		\$ -
21	300	LF	Furnish and install erosion control (silt fence and hay bales) ____ Dollars and _____ Cents (\$ _____)		\$ -
22	500	SY	Treated Stone Seal Twelve ____ Dollars and zero Cents (\$ 12.00)	\$12.00	\$6,000.00 -
23	58,242	SY	Rubberized Chip Seal Five ____ Dollars and thirty-nine Cents (\$ 5.39)	\$ 5.39	\$313,924.38 -
24	700	Per Gallon	Fiber reinforced crack sealing, ____ Dollars and _____ Cents (\$ _____)		\$ -
25	50,000	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 liquid asphalt for this bid is **\$650.00** per ton (as of February 2022).

- 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 21 will be awarded as a single contract and Items 22, 23, 24 and 25 will be awarded separately. Bidders for Items 1 through 21 must bid on all 21 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.

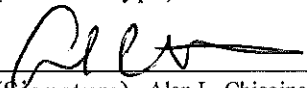
The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he/she will comply fully with all laws and regulations.

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.

04-2216868
Social Security Number or
Federal Identification Number

All States Construction, Inc.
Individual or Corporate Name
(Print or Type)

By: 
(Signature) Alan L. Chicoine
Vice President

RESPECTFULLY SUBMITTED on April 8, 2022

An Individual

By (Individual's Name) N/A (SEAL)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By (Firm Name) N/A (SEAL)

(General Partner) _____

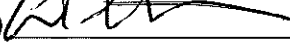
Business address: _____

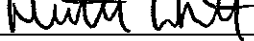
Phone No.: _____

A Corporation

By (Corporation Name) All States Construction, Inc. (Corporate Seal)

(State of Incorporation) Massachusetts

By (Name and Title of Person Authorized to Sign)  Alan L. Chicoine, Vice President

Attest (Secretary)  Heather Whittier, Assistant Secretary

Business address: 325 Amherst Rd., PO Box 91 Sunderland, MA 01375

Phone No.: 413-665-7021

A Joint Venture

By (Name) N/A (SEAL)

(Address) _____

Phone No.: _____

By (Name) _____ (SEAL)

(Address) _____

Phone No.: _____

By (Name) _____ (SEAL)

(Address) _____

Phone No.: _____

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

SECTION 00302CERTIFICATE OF AUTHORITY TO SIGN

At a duly authorized meeting of the Board of Directors of All States Construction, Inc.
(Company Name)
held on February 1, 2022, at which all the Directors were present or waived notice, it was voted
(Date)
that Alan L. Chicoine, Richard J. Miller, Gregory R. MacKenzie
(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
Vice President under seal of the Company shall be valid and binding upon this Company.
(Officer/Title)

I hereby certify that the above vote has not been amended or rescinded and remains in full effect as of
this date April 8, 2022.

A true copy,

ATTEST

Heather Whittier
Assistant Secretary

Clerk

(Corporate Seal)

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



Woodlawn Cemetery

General Regulations

(Effective Date _____)

The purpose of Woodlawn Cemetery is for the burial of human remains. When purchasing cemetery lots you are purchasing the right to bury human remains in the cemetery. Perpetual care must also be purchased for the maintenance of the lots. Ownership of the property remains with the Town of Ayer.

1. Lots may be purchased by past and present residents of Ayer.
2. All purchasers of lots shall also pay a fee for perpetual care of said lots. Perpetual care consists only of mowing and trimming the grass.
3. One monument above ground will be allowed per deed. Grave markers are to be a ground level. Raised lots, bark mulch, lot boarders, crushed stone, etc. are not permitted.
4. No grading of lots, seeding, removal of shrubs or trees, placing of memorials or other work may be done without the approval of the Town of Ayer. Written requests for such modifications must be submitted to the Ayer Department of Public Works (DPW) for approval.
5. No work will be performed on lots by any individual on which there remains an unpaid bill.
6. Wreaths, floral arrangements and plants may be placed on the burial side of the monument with growth not to exceed the width of the monument or to protrude more than 18 inches from the base of the monument. Exception being, if a monument is placed in the middle of multiple grave lots with graves in front and in back of the monument, plantings may be on both sides of the monument as specified above. It is the responsibility of the family or representative to remove these items before they fade or become unsightly.
7. Implements and all waste materials must not be left on lots, paths or driveways and must be removed without delay.
8. No new trees or shrubs shall be permitted on lots.
9. Existing trees or shrubs will be no higher than 24 inches, nor extend beyond the boundaries of the lot and will be maintained by the deed holder.
10. If, in the opinion of the Ayer DPW, any tree, shrub, or other object(s) is deemed unsightly, detrimental, or not in keeping with the regulations of Woodlawn Cemetery, the deed holder, heir or representative will be notified to remove said items. These items must be removed within 30 days.
11. In the event that the Ayer DPW must take action to restore a lot to cemetery regulations, all expenses incurred will be the responsibility of the deed holder.
12. In the event that the Ayer DPW is unable to locate the deed holder, heir or representative of the lot in question within 30 days, the Ayer DPW shall have authority to make necessary modifications.
13. No other person shall be allowed to alter any avenue, way or path or others grounds.
14. Firearms or other weapons shall not be discharged in the cemetery except on the occasion of a military funeral.



15. Heavy loads shall not be permitted transport through the cemetery.
16. Driving shall be permitted only upon the driveways and at a rate no faster than a walk.
17. Only "AIDE ANIMALS" will be permitted on the grounds of Woodlawn Cemetery.
18. Lots designated for ashes will have grave markers at ground level.
19. The Town of Ayer shall not be responsible for any damage or loss to items left on the lots, or articles removed from the cemetery for non-conformity.
20. The Town of Ayer has full discretion to maintain Woodlawn Cemetery with integrity and respect for all those who share this cemetery as their final resting place.

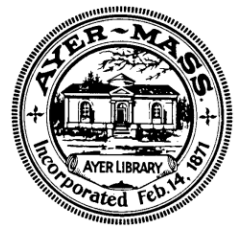
Woodlawn Cemetery

Cemetery Prices
(Effective Date _____)

The Ayer Select Board has voted to adopt the following fees for the Woodlawn Cemetery:

Item	Fee	Notes
Full Burial Lot	\$800.00	\$600 for cost and \$200 for perpetual care
Ash Burial	\$350.00	-
Ash Vault	Varies	Based on Size - \$150 L, \$120 M, \$100 S
Winter Burial	\$200.00	If grave needs to be thawed
Veteran's Marker	\$0.00	-

**Office of the Select Board
Office of the Town Manager**



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

MEMORANDUM

DATE: April 15, 2022

TO: Ayer Select Board

FROM: Robert A. Pontbriand
Town Manager

SUBJECT: Town Manager's Report for the April 19, 2022, Ayer Select Board Meeting

Dear Honorable Select Board Members,

I am pleased to transmit to you the following Town Manager's Report for the April 19, 2022, Ayer Select Board Meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

Administrative Update/Review of Town Warrant(s):

- At the meeting, I will provide a brief Administrative Update on the various activities, initiatives, and projects of the Town since the Select Board last met on April 5, 2022.
- I have reviewed, approved, and signed the following Town Warrants since the Select Board last met on April 5, 2022:

Payroll Warrant #22-20 in the amount of \$331,390.49 was reviewed, approved, and signed on April 5, 2022.

Accounts Payable Warrant #22-20 in the amount of \$1,285,037.55 was reviewed, approved, and signed on April 12, 2022.

Appointments - Recycling Committee:

- I am respectfully recommended that the Select Board appoint the following Ayer residents to the Recycling Committee as follows:

Mr. Geof Tillotson to an unexpired 3-year term (Term to expire on June 30, 2022)

Ms. Bonnie Tillotson to an unexpired 3-year term (Term to expire on June 30, 2023)

Dr. Scott Murray to an unexpired 3-year term (Term to expire on June 30, 2023)

- Please see the attached letters of interest/intent from each individual (see attached).

FY 2023 Budget and Town Meeting Update:

- At the meeting I will provide a brief update on the FY 2023 Budget and the Town Meeting Warrant. The Annual Town Meeting will take place on Monday, April 25, 2022, at 7pm in the Auditorium of the Ayer Shirley Regional High School.
- As the Select Board is aware, all materials related to the FY 2023 Budget are available on the Town's website at [FY2023 Budget | Town of Ayer MA](#) For any questions related to the FY 2023 Budget, please contact the Town Manager's Office at (978) 772-8220 x100 or at tm@ayer.ma.us
- The 2022 Annual Town Meeting Warrant is available on the Town's website as well as all materials related to the Town Meeting Warrant at [Annual Town Meeting | Town of Ayer MA](#) For any questions related to the Town Meeting Warrant Articles, please contact the Town Manager's Office at (978) 772-8220 x100 or at tm@ayer.ma.us Hard copies of the Town Meeting Warrant are available upon request from the Select Board Office at Town Hall during normal business hours. The Town Meeting Warrant will be mailed to all Ayer households in advance of Town Meeting.
- For any questions related to the procedures or rules of Town Meeting, please contact James O'Connor, Town Moderator at joconor@ayer.ma.us

Authorization and Execution of Woodlawn Cemetery Quitclaim Deed:

- At the meeting, I will be respectfully requesting that the Select Board amend the Meeting Agenda and vote to move the Authorization and Execution of the Woodlawn Cemetery Quitclaim Deed to the May 3, 2022, Select Board Meeting Agenda.

Thank you.

Attachment(s): Letter of Interest/Intent from Candidates for Appointment to the Recycling Committee

Geof Tillotson
15 Oak Ridge Drive
Ayer, Ma 01432

April 4, 2022

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

RE: Recycling Committee Appointment

Via Email

Dear Select Board,

I understand that there are vacancies on the Ayer Recycling Committee. I am submitting this Letter of Interest requesting your consideration for an appointment to the committee.

I have enjoyed being a part of the "Ayer Town Clean-up" and "Recycle Your Reusables" events since we were fortunate to move to Ayer nearly a decade ago. It would be an honor to be involved first-hand in maintaining these activities and the other important efforts overseen by the Recycling Committee that benefit the community.

Thank you for your careful consideration of this request.

Respectfully,

Geof Tillotson



Bonnie Tillotson
15 Oak Ridge Drive
Ayer, Ma 01432
bonnierox@15ord.com

April 6, 2022

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

RE: Recycling Committee Appointment

Via Email

Dear Select Board,

I am submitting this Letter of Interest requesting your consideration for an appointment to the committee.

Continuing the town wide clean-up and other activities provide benefits to the community that are important to me.

Thank you for considering this request.

Respectfully,

Bonie Tillotson

Scott B. Murray
1 Sandy Way
Ayer, Ma 01432

April 6, 2022

Ayer Town Hall
1 Main Street
Ayer, MA 01432

Dear Select Board,

I was dismayed to hear that the Town-wide clean up might not happen this year due to not having a sufficient number of active members on the Ayer Recycling Committee. I have enjoyed this experience, as well as the annual recycling program which the Committee has sponsored. Besides the obvious tangible benefits these programs bring, I think events like this bring us together as a community. Thus, I am submitting my name to be considered for membership on the Ayer Recycling Committee.

Very Respectfully,

Scott