

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



Tuesday July 14, 2015

Executive Session Meeting Agenda

6:00 PM Executive Session Pursuant to MGL c. 30A, sec. 21A Exemption #3 (Collective Bargaining); AFSCME 93 Planning Board Office Manager; Exemption #3 (Litigation Strategy); Officer M. Power 111F

Open Session Meeting Agenda

7:00 PM Call to Order
Review and Approve Agenda

Announcements

7:05 PM* Public Input

Appointment of Animal Control Officer
1. Chief William Murray, Ayer Police Department

7:10 PM Public Hearing – Application for Section 15, Beer and Wine License
1. Ayer Shop 'n Save, LLC., 22 Fitchburg Road

7:20 PM Appointment of Zoning Enforcement Officer
1. Gabe Vellante, Building Commissioner
2. Nuisance Bylaw Discussion

7:35 PM Ms. Alicia Hersey, Office of Community Development
1. Lien Subordination Request, 114 West Main Street (Case 03-238)

7:40 PM Mr. David Maher, Director of Economic Development
1. Approval of UDAG and IDFA Budgets

7:45 PM Petition for Street Acceptance – Crabtree Development, LLC
1. Portions of Pingry Hill Subdivision

7:55 PM Chief Robert J. Pedrazzi, Ayer Fire Department
1. Purchase Order for Ambulance
2. Vote on Life of Ambulance
3. Reserve Fund Transfer Request – Call Overtime Account

8:05 PM Sandy Pond School House Grant Agreement

2015 JUL 10 AM 10:03

RECEIVED
TOWN CLERK
TOWN OF AYER

William Murray

8:20 PM

Superintendent Mark Wetzel, Department of Public Works

1. Stony Brook Contract Execution
2. Out of Town Water and Sewer Interconnection Policy
3. West Main Street Stone Culvert Inspection

8:40 PM

Town Administrator's Report

1. Administrative Update
2. Designation of Special Municipal Employee
3. Updated Policy on Valet Parking
4. BYOB Policy
5. Chapter 61 Policy Discussion
6. Planning Board Consultant Bylaw Discussion
7. Appointments

9:00 PM

New Business/Selectmen's Questions

1. Compliance with MGL Chapter 32B 9 A ½ (Selectman Luca)

9:10 PM

Approval of the Minutes

June 16, 2015

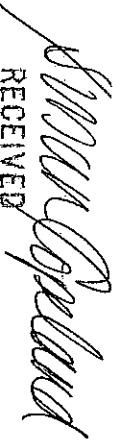
Adjournment

*Note:

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

2015 JUL 10 AM 10:03

RECEIVED
TOWN CLERK
TOWN OF AYER





AYER POLICE DEPARTMENT

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



William A. Murray
Chief of Police



MEMO

To: Board of Selectmen
From: Chief William A. Murray
CC: Town Administrator, file
Date: July 8, 2015
Re: Animal Control Officer Appointment

I am requesting that the Board of Selectmen appoint **Julie A. Thomas** as the Animal Control Officer for the Town of Ayer.

Ms. Thomas is the wife of Park and Recreation Department Director Jeff Thomas and is a long time resident of Ayer. She currently volunteers her time to the Park & Recreation performing data entry, preparing spreadsheets, and filing. She has a proven customer service background and possesses the skills necessary to treat all citizens fairly and respectfully. Ms. Thomas is well versed in a variety of computer skills which will aid her in the mandated Town and State reporting requirements of the ACO position.

The position of Animal Control Officer with the Town is one that is “on call” and not regularly scheduled to work any particular shift or hours. The position is unbenefited but salary and certain other conditions are covered under the Collective Bargaining Agreement between the Town and the Town Hall Clerical Union. Per the Personnel Bylaw this new appointment will be subject to a 6 month probationary period during which the employee must demonstrate satisfactory performance or risk termination without cause. The ACO reports directly to the Chief of Police, or his designee, and receives any training or support through the Police Department.

Town of Ayer
Notice of Public Hearing
Ayer Board of Selectmen
The Ayer Board of
Selectmen will be
conducting a Public
Hearing on Tuesday July
14, 2015 at 7:10 PM at the
Ayer Town Hall, 1st Floor
Meeting Room, 1 Main
Street, Ayer, MA 01432
regarding a petition by
Ayer Shop & Save, LLC.
c/o Miroslaw Szelest, 22
Fitchburg Road seeking a
Section 15 Beer and Wine
Package Store License at
the above mentioned
address with the following
description: 2,400 sq. ft.
grocery store.
Jannice L. Livingston,
Chair
Gary J. Luca, Vice-Chair
Christopher R. Hillman,
Clerk

June 26, 2015



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

RECEIVED
JUN 15 2015

TOWN OF AYER
SELECTMEN'S OFFICE

2:44 pm

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

COPY

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

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

92

IF USED EPAY, CONFIRMATION NUMBER

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

LICENSEE NAME

Ayer Shop'n Save LLC

ADDRESS

22 Fitchburg

CITY/TOWN

Ayer

STATE

Ma

ZIP CODE

01432

TRANSACTION TYPE (Please check all relevant transactions):

- Alteration of Licensed Premises
- Change Corporate Name
- Change of License Type
- Change of Location
- Change of Manager
- Other
- Cordials/Liqueurs Permit
- Issuance of Stock
- Management/Operating Agreement
- More than (3) §15
- New License
- New Officer/Director
- New Stockholder
- Pledge of Stock
- Pledge of License
- Seasonal to Annual
- Transfer of License
- Transfer of Stock
- Wine & Malt to All Alcohol
- 6-Day to 7-Day License

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

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

AFFIDAVIT OF NOTICE OF MAILING TO ABUTTER AND OTHERS

To the Licensing Board

For the

Town of Ayer **COPY**

Date

10/15/2015

I, Mirosław Szelest hereby certify that the following is a true list of the persons shown upon the Assessor's most recent valuation list as the owners of the property abutting the proposed location for an alcoholic beverages license at: 22 Fitchburg Road, Ayer, Ma. 01432

And that the following schools, churches or hospitals are located within the radius of five hundred (500) feet from said proposed location:

COPY	

If there are none, please so state: No school, churches or hospitals are located within 500 feet.

I also certify that the notice of this application/petition concerning an alcoholic beverages license was given to the above by mailing to each of them within three (3) days after publication of same, a copy of the advertisement is attached below. Also attached are the registered receipts/return registered receipts bearing signatures of persons receiving said notice.

Signed and subscribed to under the penalties of perjuries:

Printed: Mirosław Szelest

Written: [Signature]

Date: June. 15. 2015



RYAN W. SHARPLES
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES OCT. 16, 2020

Notary Public: [Signature]

My Commission Expires: 10/16/2020

Town Hall
 1 Main Street
 Ayer, MA 01432

June 18, 2015

ABUTTERS LIST FOR PARCEL: 18-2, 22 Fitchburg Road, Ayer, MA 01432
 Owners(s): Air 22 LLC, Suite 200, 975 Merriam Avenue, Leominster, MA 01453

#	Parcel ID	Stno	Stno2	Property Location	Owners Name1	Owners Name2	Address1	Address2	City/Town	State	Zip Code
1	11-32	25		FITCHBURG ROAD	ANDERSON BRIAN T		316 CLARENDON STREET		FITCHBURG	MA	01420
2	11-35	17		FITCHBURG ROAD	ARVIDSON CLAYTON-JTS	KELLY ARIVDSON	310 FORT POND ROAD		LANCASTER	MA	01523
3	11-50	21		FITCHBURG ROAD	ARVIDSON, CLAYTON		21 FITCHBURG ROAD		AYER	MA	01432
4	11-25	1	12	ISAACS LANE	AYER HOUSING AUTHORITY		18 POND ST		AYER	MA	01432
5	18-3	18		FITCHBURG ROAD	AYER MOTOR INN LIMITED PARTNERS INDIRA & RAVI BHAKTA		AYER MOTOR INN	18 FITCHBURG RD - RT2A	AYER	MA	01432
6	19-5	7		FITCHBURG ROAD	DAVIS, PRISCILLA C & EDWARD M- TR DAVIS REALTY TRUST		7 FITCHBURG ROAD		AYER	MA	01432
7	11-55	0		FITCHBURG ROAD	DIGERONIMO PAUL	C/O GERONIMO PROPERTIES	975 MERRIAM AVENUE -SUITE 200		LEOMINSTER	MA	01453
8	19-4	12		GROTON SCHOOL ROAD	FERRIE BRADFORD		12 GROTON SCHOOL ROAD		AYER	MA	01432
9	11-31	0		FITCHBURG ROAD	FIRST AYER REALTY TRUST	R J DONNELL, M & HM FLAGG TRUSTEES	PO BOX 667		AYER	MA	01432
10	11-30	0		FITCHBURG ROAD	FIRST AYER REALTY TRUST	R J DONELL, M & H FLAGG-TRUSTEES	P O BOX 667		AYER	MA	01432
11	11-53	65		FITCHBURG ROAD	FIRST AYER REALTY TRUST	RJ DONELL, M & H FLAGG-TRUSTEES	PO BOX 667		AYER	MA	01432
12	19-3	0		GROTON SCHOOL ROAD	FLACK, JAMIE H		PO BOX 1015		SHIRLEY	MA	01464
13	18-6	15		FITCHBURG ROAD	GIBBY 5 LLC		21 PARK STREET		AYER	MA	01432
14	18-1	15		FITCHBURG ROAD	GIBBY 5 LLC		21 PARK STREET		AYER	MA	01432
15	11-51	19		FITCHBURG ROAD	HRES AYER LLC		5100 W KENNEDY BLVD SUITE 100		TAMPA	FL	33601
16	11-34	60		FITCHBURG ROAD	I N REALTY TRUST	NORMAN R BUCK TRUSTEE	60 FITCHBURG ROAD		AYER	MA	01432
17	19-2	11		FITCHBURG ROAD	J & K REALTY TRUST	SHERI RICHARD - TRUSTEE	62 PEARL STREET		AYER	MA	01432
18	12-8	20		GROTON SCHOOL ROAD	JANECZKO TYLER		20 GROTON SCHOOL ROAD		AYER	MA	01432
19	19-8	0		FITCHBURG ROAD	JANUSKIEWICZ ANN F - TRUSTEE	JANUSKIEWICZ INVESTMENT TRUST	46 PLEASANT STREET		AYER	MA	01432
20	19-7	0		FITCHBURG ROAD	MAR/KAT REALTY TRUST	BECKY L BRENNAN-TRUSTEE	3 VERNON STREET		AYER	MA	01432
21	19-6	8		GROTON SCHOOL ROAD	MAR/KAT REALTY TRUST	BECKY BRENNAN - TRUSTEE	3 VERNON STREET		AYER	MA	01432
22	12-7	0		GROTON SCHOOL ROAD	OWNER UNKNOWN						
23	12-4	0		GROTON SCHOOL ROAD	OWNER UNKNOWN						
24	12-9	16		GROTON SCHOOL ROAD	PEOPLES, LAURA B JT	PAUL H BRILEY	16 GROTON SCHOOL ROAD		AYER	MA	01432
25	18-4	0	REAR	FITCHBURG ROAD	TOWN OF AYER		1 MAIN STREET		AYER	MA	01432
26	19-1	0		FITCHBURG ROAD	TOWN OF AYER		1 MAIN STREET		AYER	MA	01432
27	12-5	24		GROTON SCHOOL ROAD	UERTZ, HERMAN		24 GROTON SCHOOL ROAD		AYER	MA	01432
28	12-6	22		GROTON SCHOOL ROAD	VEASIE JAY A	SHARON L VEASIE	22 GROTON SCHOOL ROAD		AYER	MA	01432

* The above list is a true copy of the records as of May 31, 2015 in the Town of Ayer Assessor's office for the last known names and addresses of owners of land located within 500 feet of the subject property in accordance with amended Mass General Law, 40A, Section 11.

Certified: Board of Assessors

Notification to Abutters

**Town of Ayer
Board of Selectmen
Public Hearing Notice**

The Ayer Board of Selectmen will be conducting a **Public Hearing on Tuesday July 14, 2015 at 7:10 PM** at the Ayer Town Hall, 1st Floor Meeting Room, 1 Main Street, Ayer, MA 01432 regarding the petition by Ayer Shop & Save, LLC. c/o Miroslaw Szelest, 22 Fitchburg Road seeking a Section 15 Beer and Wine Package Store License at the above mentioned address with the following description: 2,400 sq. ft. grocery store.

Advertised June 26, 2015, *The Ayer Public Spirit*

Name of Applicant:	Ayer Shop & Save, LLC.
Date of Public Hearing:	Tuesday July 14, 2015
Time of Public Hearing:	7:10 PM
Location of Public Hearing:	1 st Floor Meeting Room, Ayer Town Hall 1 Main Street Ayer, MA 01432

Copies of the application are available at the Ayer Board of Selectmen's Office Monday, Wednesday and Thursdays from 8am – 4pm; Tuesdays 8am – 7pm and Fridays 8am – 1pm.

COPY

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

COPY

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual)

B. Business Name (if different) : C. Manager of Record:

D. ABCC License Number (for existing licenses only) :

E. Address of Licensed Premises: City/Town: State: Zip:

F. Business Phone: G. Cell Phone:

H. Email: I. Website:

J. Mailing address (if different from E.): City/Town: State: Zip:

2. TRANSACTION:

- New License
- New Officer/Director
- Transfer of Stock
- Issuance of Stock
- Pledge of Stock
- Transfer of License
- New Stockholder
- Management/Operating Agreement
- Pledge of License

The following transactions must be processed as new licenses:

- Seasonal to Annual
- (6) Day to (7)-Day License
- Wine & Malt to All Alcohol

IMPORTANT ATTACHMENTS (1): The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

3. TYPE OF LICENSE:

- §12 Restaurant
- §12 Hotel
- §12 Club
- §12 Veterans Club
- §12 Continuing Care Retirement Community
- §12 General On-Premises
- §12 Tavern (No Sundays)
- §15 Package Store

4. LICENSE CATEGORY:

- All Alcoholic Beverages
- Wine & Malt Beverages Only
- Wine or Malt Only
- Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

- Annual
- Seasonal

COPY

6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)

NAME:

ADDRESS:

CITY/TOWN: STATE: ZIP CODE:

CONTACT PHONE NUMBER: FAX NUMBER:

EMAIL:

COPY

7. DESCRIPTION OF PREMISES:

Please provide a complete description of the premises to be licensed. Please note that this must be identical to the description on the Form 43.

Shop'N Save Supermarket in Ayer, Ma.01432 has 24000 sqft.It is single building at 22 Fitchburg Road in Ayer, Ma.

ALL ALCOHOL WILL BE STORED ON DISPLAY SHELVING.

Total Square Footage: Number of Entrances: Number of Exits:

Occupancy Number: Seating Capacity:

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

8. OCCUPANCY OF PREMISES:

By what right does the applicant have possession and/or legal occupancy of the premises?

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

Other:

Landlord is a(n): Other:

Name: Phone:

Address: City/Town: State: Zip:

Initial Lease Term: Beginning Date Ending Date

Renewal Term: Options/Extensions at: Years Each

Rent: Per Year Rent: Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?
 Yes No

IMPORTANT ATTACHMENTS(4):

1. If yes, the Landlord is deemed a person or entity with a financial or beneficial interest in this license. Each individual with an ownership interest with the Landlord must be disclosed in §10 and must submit a completed Personal Information Form attached to this application.
2. Entity formation documents for the Landlord entity must accompany the application to confirm the individuals disclosed.
3. If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

COPY

9. LICENSE STRUCTURE:

The Applicant is a(n):

LLC

Other :

If the applicant is a Corporation or LLC, complete the following:

Date of Incorporation/Organization:

Feb.20.2015

State of Incorporation/Organization: Mass.

COPY

Is the Corporation publicly traded? Yes No

10. INTERESTS IN THIS LICENSE:

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license (e.g. landlord with a percentage rent based on alcohol sales).

IMPORTANT ATTACHMENTS (5):

A. All individuals or entities listed below are required to complete a Personal Information Form.

B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form.

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
Mirosław Szelest	Manager	100	N/A

COPY

*If additional space is needed, please use last page.

11. EXISTING INTEREST IN OTHER LICENSES:

Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list said interest below:

Name	License Type	Licensee Name & Address

COPY

*If additional space is needed, please use last page.

12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list said interest below:

Name	Licensee Name & Address	Date	Reason Terminated
			Transferred
			Please Select

COPY

13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled? Yes No If yes, list said interest below:

Date	License	Reason of Suspension, Revocation or Cancellation

14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :

A.) For Individual(s):

1. Are you a U.S. Citizen? Yes No
2. Are you a Massachusetts Residents? Yes No

B.) For Corporation(s) and LLC(s) :

1. Are all Directors/LLC Managers U.S. Citizens? Yes No
2. Are a majority of Directors/LLC Managers Massachusetts Residents? Yes No
3. Is the License Manager or Principal Representative a U.S. Citizen?

C.) Shareholder(s), Member(s), Director(s) and Officer(s):

- 1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes No

15. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR (§12) RESTAURANT, HOTEL, CLUB, GENERAL ON PREMISE, TAVERN, VETERANS CLUB LICENSE ONLY:

A.) For Individual(s):

1. Are you a U.S. Citizen? Yes No

B.) For Corporation(s) and LLC(s) :

1. Are a majority of Directors/LLC Managers **NOT** U.S. Citizen(s)? Yes No
2. Is the License Manager or Principal Representative a U.S. Citizen? Yes No

C.) Shareholder(s), Member(s), Director(s) and Officer(s):

- 1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes No

COPY

16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:

A. Purchase Price for Real Property:

B. Purchase Price for Business Assets:

C. Costs of Renovations/Construction:

D. Initial Start-Up Costs:

E. Purchase Price for Inventory:

F. Other: (Specify)

G: TOTAL COST

H. TOTAL CASH

I. TOTAL AMOUNT FINANCED

COPY

IMPORTANT ATTACHMENTS (6): Submit any and all records, documents and affidavits including loan agreements that explain the source(s) of money for this transaction. Sources of cash must include a minimum of three (3) months of bank statements.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

17. PROVIDE A DETAILED EXPLANATION OF THE FORM(S) AND SOURCE(S) OF FUNDING FOR THE COSTS IDENTIFIED ABOVE (INCLUDE LOANS, MORTGAGES, LINES OF CREDIT, NOTES, PERSONAL FUNDS, GIFTS):

Personal Funds

*If additional space is needed, please use last page.

18. LIST EACH LENDER AND LOAN AMOUNT(S) FROM WHICH "TOTAL AMOUNT FINANCED" NOTED IN SUB-SECTIONS 16(I) WILL DERIVE:

A.

Name	Dollar Amount	Type of Financing

*If additional space is needed, please use last page.

B. Does any individual or entity listed in §19 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes No

If yes, please describe:

COPY

19. PLEDGE: (i.e. COLLATERAL FOR A LOAN)

A.) Is the applicant seeking approval to pledge the license? Yes No

1. If yes, to whom:

2. Amount of Loan: 3. Interest Rate: 4. Length of Note:

5. Terms of Loan :

COPY

B.) If a corporation, is the applicant seeking approval to pledge any of the corporate stock? Yes No

1. If yes, to whom:

2. Number of Shares:

C.) Is the applicant pledging the inventory? Yes No

If yes, to whom:

IMPORTANT ATTACHMENTS (7): If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

20. CONSTRUCTION OF PREMISES:

Are the premises being remodeled, redecorated or constructed in any way? If YES, please provide a description of the work being performed on the premises: Yes No

COPY

21. ANTICIPATED OPENING DATE:

IF ALL OF THE INFORMATION AND
ATTACHMENTS ARE NOT COMPLETE
THE APPLICATION WILL BE
RETURNED

APPLICANT'S STATEMENT

COPY

I, Mirosław Szelest the sole proprietor; partner; corporate principal; LLC/LLP member

of Ayer Shop'N Save LLC, hereby submit this application for Beer And Wine Licence (hereinafter the

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

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

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature:

[Handwritten Signature]

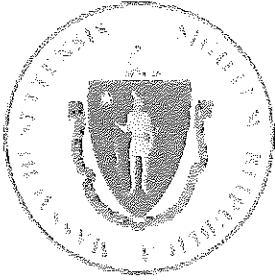
Date:

June. 15. 2015

Title:

Manager

COPY



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Special Filing Instructions

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001161652

1. The exact name of the limited liability company is: AYER SHOP'N SAVE LLC

2a. Location of its principal office:

No. and Street: 22 FITCHBURG RD.
City or Town: AYER State: MA Zip: 01432 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 22 FITCHBURG RD.
City or Town: AYER State: MA Zip: 01432 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

RETAIL STORE

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MIROSLAW SZELEST
No. and Street: [REDACTED]
City or Town: [REDACTED] State: MA [REDACTED] Country: USA

I, MIROSLAW SZELEST resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	MIROSLAW SZELEST	22 FITCHBURG RD. AYER, MA 01432 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MIROSLAW SZELEST	22 FITCHBURG RD. AYER, MA 01432 USA

9. Additional matters:

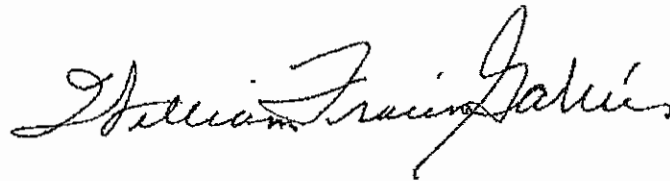
SIGNED UNDER THE PENALTIES OF PERJURY, this 20 Day of February, 2015,
MIROSLAW SZELEST
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

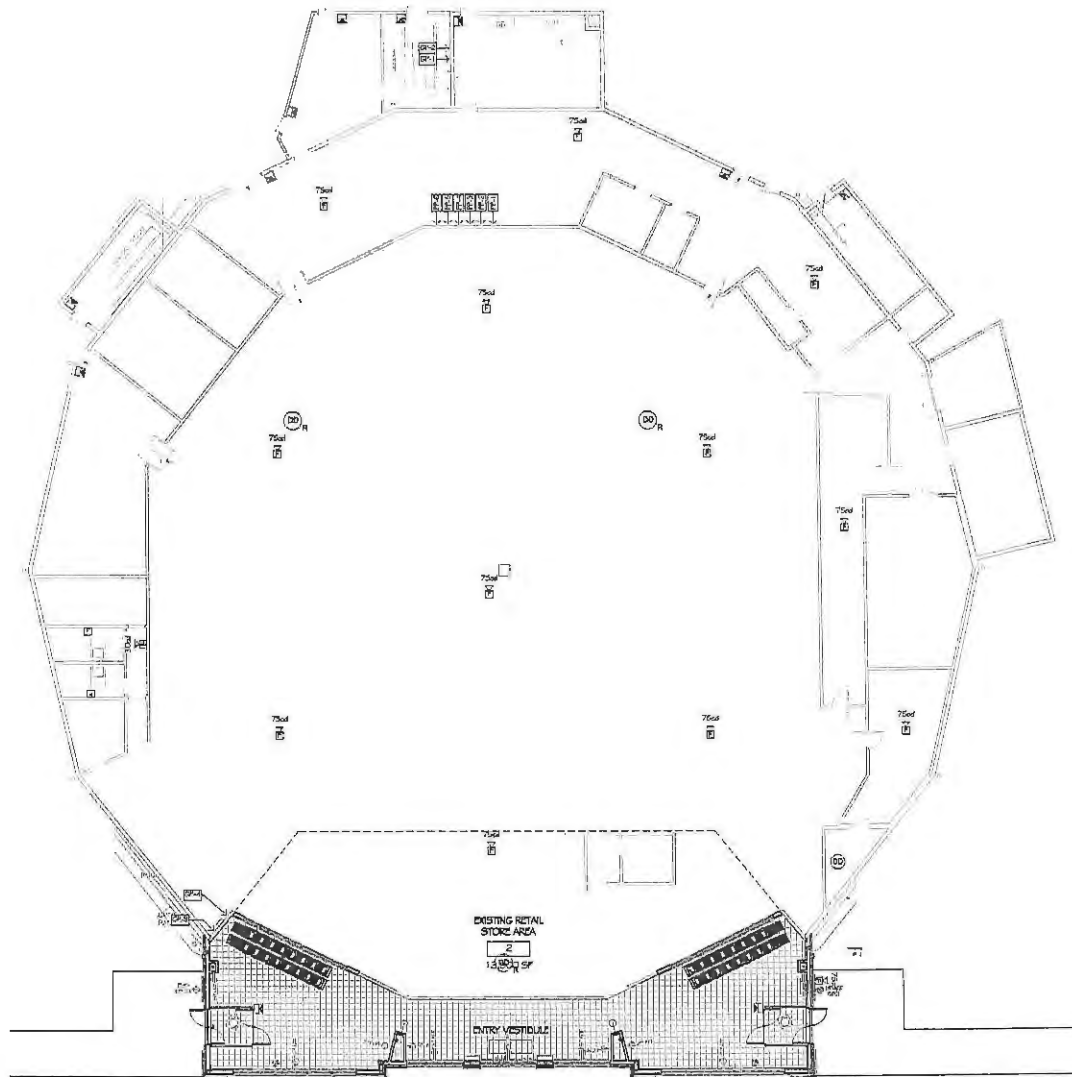
deemed to have been filed with me on:

February 20, 2015 01:37 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



1ST FLOOR PLAN - PROPOSED
1" = 10'-0"

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The Design Studio of



GERONIMO
COMMERCIAL PROPERTIES

DATE: _____ DESCRIPTION: _____
Project Name:
AYER SHOP # SAVE ADDITION
22 FITCHBURG ROAD
AYER, MA 01432

AYER REALTY
675 MERRIAM AVENUE, SUITE 213
LEMINSTER, MA 01453

THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS PREPARED BY B. THOMAS HERODE ASSOCIATES, INC. FOR THIS PROJECT ARE THE PROPERTY OF B. THOMAS HERODE ASSOCIATES, INC. AND ARE NOT TO BE REPRODUCED OR USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF B. THOMAS HERODE ASSOCIATES, INC.

FROM:
CONSTRUCTION DOCUMENTS

DRAWING TITLE:
OVERALL STORE LAYOUT

Job No: 011040
Date: MAR 4, 2015
Drawn by: Author
Checked by: Checker
File: 011040.dwg
Scale: 1" = 10'-0"
Sheet No: 01

A100

LEASE BETWEEN
AIR 22, LLC, OWNER
AND
AYER SHOP'N SAVE, LLC, TENANT
OF
PREMISES TO BE USED FOR SUPERMARKET

COPY

From the offices of:

Erb and Southcotte
780 Main Street, Suite 1
P.O. Box 827
Fitchburg, MA 01420
Tel 978-343-4856
erbandsouthcotte@verizon.net

The following summary of the lease between AIR 22, LLC, Owner, and Ayer Shop'n Save, LLC, Tenant, is not part of the lease. This summary is qualified in its entirety by the provisions of the lease.

OWNER: Air 22, LLC, a Massachusetts limited liability company.

TENANT: Ayer Shop'n Save, LLC, a Massachusetts limited liability company.

PREMISES: Owner's land and building at 22 Fitchburg Road, (Route 2A), Ayer, Massachusetts 01432, containing approximately 24,068 square feet.

PRIMARY TERM: From 1 August 2015 through 31 August 2030.

EXTENDED TERM: From 1 September 2030 through 31 August 2035.

RENT: Fixed Base Rent for the Primary Term is \$2,758,260.00, payable in one hundred and twenty (120) monthly installments, with the first installment due on 1 December 2015, as follows:

1 December 2015 through 31 August 2020 - \$12,500.00, and
1 September 2020 through 31 August 2025 - \$16,045.00, and
1 September 2025 through 31 August 2030 - \$18,051.00.

Fixed Base Rent is waived for 1 August 2015 through 30 November 2015.

Fixed Base Rent for the First Extended Term is \$1,203,420.00 payable in sixty (60) monthly installments of \$20,057.00, with the first installment due on 1 September 2030.

TENANT also shall pay real estate taxes and operating expenses from and after 1 December 2015.

UTILITIES AND HEAT: TENANT shall pay for its own utilities and heat.

OWNER'S OBLIGATIONS: Structural and roof repairs.

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Version 3/20/2015

SUMMARY OF PRINCIPAL PROVISIONS

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LEASE OF REAL PROPERTY

AIR 22, LLC, a Massachusetts limited liability company, having an address c/o Geronimo Properties, 975 Merriam Avenue, Suite 213, Leominster, Massachusetts 01453, hereinafter called OWNER,

AND

AYER SHOP'N SAVE, LLC., a Massachusetts limited liability company, soon to have an office at 22 Fitchburg Road, Ayer, Massachusetts 01432, hereinafter called TENANT,

IN CONSIDERATION OF THE RENTS AND COVENANTS
HEREIN STIPULATED TO BE PAID AND PERFORMED
BY TENANT AND UPON THE TERMS AND CONDITIONS
HEREIN SPECIFIED, OWNER HEREBY LEASES
TO TENANT, AND TENANT HEREBY LEASES
FROM OWNER, THE PREMISES HEREINAFTER DESCRIBED.

1. **Premises.** The leased premises (the Premises) consists of the building owned by OWNER located a 22 Fitchburg Road (Route 2A) Ayer, Massachusetts.
2. **Quiet Enjoyment.** So long as TENANT shall pay all Fixed Base Rent (as hereinafter defined) and additional rental obligations as the same become due and shall fully comply with all of the terms of this Lease and fully perform its obligations hereunder, TENANT shall peacefully and quietly have, hold and enjoy the Premises for the term hereof, free of any claim or other action by OWNER (except as provided in this Lease) or anyone claiming by, through or under OWNER other than the holder of a mortgage which is in fact, or by subordination of this Lease, superior to this Lease. No failure to comply with the foregoing covenant shall give TENANT any right (except as provided in this Lease) while TENANT is occupying the Premises, to abate, reduce or make a deduction from or offset against the Fixed Base Rent or additional rental obligations or any sum payable under this Lease, or to fail to perform any other obligation of TENANT hereunder. Any sale of the Premises by OWNER shall be subject to this Lease and the rights of TENANT hereunder.

Terms. The Premises are leased for a primary term that commences 1 August 2015 and terminates on 31 August 2030 (the Primary Term), and unless and until the term of this Lease shall expire or be terminated pursuant to any provision hereof, at TENANT'S option, for an Extended Term that commences on 1 September 2030 and terminates on 31 August 2035 (the Extended Term).

This lease will automatically renew for the Extended Term unless TENANT notifies OWNER in writing of TENANT'S intention not to extend this lease prior to 1 March 2030.

4. **Rent.**

(a-1) During the Primary Term TENANT shall pay to OWNER, or its assignee, Fixed Base Rent of \$2,758,260.00 for the Primary Term - to be paid in:

fifty-seven (57) monthly installments of \$12,500.00 each, with the first installment to be due and payable on 1 December 2015, and each monthly installment to be paid on the first day of each successive month, followed by

sixty (60) monthly installments of \$16,045.00 each, with the first installment to be due and payable on 1 September 2025, and each monthly installment to be paid on the first day of each successive month, followed by

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sixty (60) monthly instalments of \$18,051.00 each, with the first installment to be due and payable on 1 September 2030, and each monthly installment to be paid on the first day of each successive month.

Fixed Base Rent is waived for 1 August 2015 through 30 November 2015.

- (a-2) During the Extended Term, in the event TENANT elects the extension, TENANT shall pay to OWNER, or its assignee, Fixed Base Rent of \$1,203,420.00 for the Extended Term to be paid in sixty (60) monthly installments of \$20,057.00 each, with the first installment to be due and payable on 1 September 2030, and each monthly installment to be paid on the first day of each successive month.
- (b) All amounts this Lease requires TENANT to pay to OWNER (other than Fixed Base Rent and amounts payable as liquidated damages pursuant to Paragraph 23) or others (see Paragraphs 6 and 19(b)), together with every fine, penalty, interest and cost expressly called for in this Lease which may be added for non-payment or late payment thereof, shall constitute additional rental obligations. OWNER shall have the rights, powers and remedies with respect to additional rental obligations owed to OWNER as are provided herein or by law in the case of non-payment of Fixed Base Rent. If TENANT shall fail to pay an additional rental obligation payable to someone other than OWNER, OWNER shall have the right, after fourteen (14) days' notice to TENANT, to pay the same. If OWNER pays an additional rental obligation that TENANT owes a third person, the payment shall become an additional rental obligation that TENANT owes OWNER.
- (c) TENANT shall pay to OWNER interest on all overdue installments of Fixed Base Rent from the due date thereof until paid, on all overdue additional rental obligations paid by OWNER on behalf of TENANT from the date of payment by OWNER until repaid by TENANT, and on all other additional rental obligations, from fourteen (14) days after the day of notice thereof to TENANT - at the rate of one and one-half (1 1/2%) percent per month. TENANT shall perform all its obligations under this Lease at its sole cost and expense, and shall pay all Fixed Base Rent when due, without notice or demand, and shall pay all additional rental obligations upon notice thereof.
- (d) Should TENANT continue to occupy the Premises or any part thereof subsequent to the termination of this Lease, such holding over shall be subject to all of the terms and conditions of this lease, except the holdover tenancy shall be from month to month and TENANT shall pay monthly rent for such holding over at twice the monthly rent that was in effect prior to the termination of this lease, plus any additional rental obligations pursuant to Paragraphs 4(b) and 4(c) hereof.

5. **Common Expenses.**

Except as provided otherwise in Sections 13 and 14, OWNER shall be responsible for, and pay the cost of: (i) all real estate taxes levied on the real estate of which the Premises are a part, (ii) municipal storm water utility fees charged on the real estate of which the Premises are a part; (iii) all premiums for the insurance required by Paragraph 19(a) hereof, (iv) maintaining, cleaning, lighting, sanding and removing snow and ice from the parking lot that serves the Premises, (v) re-striping the parking lot, (vi) re-paving the parking lot as the need arises, provided the cost of the re-paving shall be straight line amortized over sixty (60) months, (vii) the annual inspection and maintenance of the sprinkler system, the fire alarm system and the fire extinguishers. OWNER may - but is not obligated to - also provide: (viii) seasonal decorations for the parking lot and real estate and (ix) maintaining and keeping clean and in good repair

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the landscaping, the exterior of the buildings (such as removing graffiti and repainting exterior walls), the common building facades, the common signage, and all other common facilities on OWNER'S real property of which the Premises are a part.

The costs of the foregoing are hereinafter called "the Common Expenses." OWNER shall be entitled to charge for its services in connection with the foregoing an amount equal to ten percent (10%) of the Common Expenses other than real estate taxes and insurance premiums. The aggregate of the Common Expenses and OWNER'S aforesaid charge is hereinafter called "the Common Area Charge."

From and after 1 December 2015 TENANT shall pay OWNER the entire Common Area Charge while TENANT is the sole tenant of the real property owned by OWNER located at 22 Fitchburg Road, Ayer. TENANT shall pay OWNER its pro-rata share of the Common Area Charge based on rentable square footage should OWNER construct another building on the 22 Fitchburg Road property. TENANT'S obligation to pay such charge shall be pro-rated if a component of the charge is based on a period of time which occurred partly before or after 1 December 2015 or partly before or after the termination of this Lease and any holding over.

TENANT shall pay to OWNER each month, along with the monthly installments of Fixed Base Rent called for in Paragraph 4(a), one-twelfth of OWNER'S best estimate of the Operating Expenses.¹ OWNER shall prepare and submit to TENANT at least once annually an accounting of the Operating Expenses. In the event TENANT has not paid the Operating Expenses, after any appropriate adjustments, TENANT shall promptly pay to OWNER, upon OWNER demanding the same, the amount of the shortage (a "Shortage") Conversely, if TENANT shall have overpaid such amount, OWNER shall promptly remit the excess to TENANT.

TENANT may, during the twelve (12) months following receipt of such an accounting, audit at OWNER'S main office, or such other location as OWNER and TENANT may agree, any and all records of OWNER that relate to the Operating Expenses, the audit to be made by an accountant selected and hired by TENANT. OWNER shall assist such accountant and give him access to all of OWNER'S books and records that may be necessary to enable him to make a full audit of the Operating Expenses. If an audit discloses the Operating Expenses reported on an accounting was overstated by more than three percent (3%), OWNER shall, within thirty (30) days, pay to TENANT twice the overpayment plus interest at the rate of ten percent (10%) per annum on the overpayment, and reimburse TENANT for the reasonable cost of TENANT'S audit. If the audit discloses TENANT has underpaid the Operating Expenses, TENANT shall pay the amount of the underpayment to OWNER within thirty (30) days. If there is disagreement as to the Operating Expenses, each party's accountant shall pick a third accountant, who shall be a Certified Public Accountant, and the decision of the third accountant shall be final.

TENANT shall not be obligated to pay a Shortage attributable to:

an Operating Expense that was paid by Owner more than eighteen (18) months prior to the delivery to Tenant of an accounting that reports the expense (i.e. The starting date for the accounting period in an accounting may not be more than eighteen (18) months prior to when the accounting is delivered to TENANT.); nor

a Operating Expense that should have been reported on an accounting, but was not reported on an accounting, more than twelve (12) months after the accounting was delivered to TENANT. (i.e. An accounting may not be corrected to include a missed or underreported Operating Expense more than twelve months after the accounting was delivered to TENANT.)

¹ The Operating Expenses are currently estimated to be approximately \$39,500.00 annually.

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CAMS
Concession
1-1-15 to 11-30-15
PRO-RATA TAXES
NO SNOW REMOVAL
OR PARKING lots

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An accounting shall be deemed accurate, correct and final, from and after twelve months from when the accounting was delivered to TENANT, and thereafter neither OWNER nor TENANT may question or amend the accounting, and unless TENANT has notified OWNER that it intends to conduct an audit of Operating Expenses as provided herein, OWNER may cease keeping supporting data for the accounting.

6. **Utilities.** TENANT shall pay all charges for utilities serving the Premises. Any utility charges which TENANT does not pay and which OWNER pays (i) to prevent damage to the Premises (such as paying electrical power and fuel charges to maintain sufficient heat in the Premises during the winter to prevent the freezing of water pipes) or (ii) to prevent a lien attaching to OWNER'S property (such as a lien for water and sewer charges) or (iii) to release such a lien, shall constitute an additional rental obligation.
7. **Compliance with Law.**
- (a) Except for structural repairs and except for roof repairs (such repairs being OWNER'S responsibility), TENANT shall comply with and cause the Premises to comply with:
 - (i) all legal requirements applicable to the Premises or the use thereof; and
 - (ii) all contracts (including insurance policies), agreements and restrictions applicable to the Premises or the occupancy or use thereof.
 - (b) TENANT will obtain and keep in full force and effect whatever governmental or regulatory approvals, consents, authorizations and/or licenses, if any, may be required of TENANT in connection with the Premises or TENANT'S use thereof.
8. **Maintenance, Repair and Replacement.**
- (a-1) TENANT will, at its expense, maintain the Premises in good repair and condition, except for ordinary wear and tear. The word "Premises" as used in this paragraph includes (but is not limited to) wall coverings, ceilings, lights, door frames, doors, windows, window glass, window frames, and all electrical, plumbing, heating, refrigeration, air conditioning, ventilating, fire prevention, fire control, alarm systems, wires, pipes, apparatus, equipment, machinery and fixtures in, on or near the Premises which serve the Premises. TENANT shall cause all plumbing, electrical, heating, refrigeration, air conditioning, ventilating, fire prevention, fire control and alarm maintenance and repair work to be performed only by duly licensed, qualified service people after obtaining all permits that may be required for the work. All plumbing, electrical, heating, refrigeration, air conditioning, ventilating, fire prevention, fire control and alarm equipment installed by TENANT shall become OWNER'S property upon installation and shall remain with the Premises upon termination of this Lease. TENANT will make all foreseen and unforeseen and ordinary and extraordinary changes and repairs, which may be required to keep the Premises in good repair and condition, including, but not limited to, replacing plumbing, heating, refrigeration, air conditioning, and ventilating equipment as the need arises, except for structural (exterior walls, foundation, beams, members, columns and sub-floor) repairs and roof repairs.
 - (b) OWNER shall, at its expense, make all required structural (exterior walls, foundation, beam, members, columns and sub-floor) repairs and roof repairs. OWNER may from time to time, and with a minimum of interference to the TENANT enter the Premises in order to make repairs required of it hereunder. After making any such repairs or replacements, OWNER will, at its expense, restore the Premises to their condition prior thereto.

Tenant Responsible for Replacement

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(c) OWNER shall reimburse TENANT should TENANT pay to correct any electrical, plumbing, heating, air conditioning, ventilation, fire prevention, fire control (but not refrigeration) wires, pipes, apparatus, equipment and machinery, in, on or near the Premises that serve or affect the Premises that was not constructed or installed in accordance with applicable government enforced codes in effect when this Lease was signed, provided the improper work was not performed by TENANT or someone hired by TENANT.

9. **Alterations.** TENANT may, at its expense, make alterations of the Premises, provided (i) the market value of the Premises shall not be materially lessened thereby, (ii) such work shall be expeditiously completed in a good and workmanlike manner and in compliance with all applicable legal requirements, (including the Americans with Disabilities Act, and obtaining in advance all permits that are required for the alteration), and the requirements of any insurance policy required to be maintained hereunder, (iii) no existing facilities shall be demolished unless TENANT shall have first furnished OWNER with such surety bonds or other security acceptable to OWNER as shall be necessary to assure rebuilding of such facilities, and (iv) the Premises will not be changed from a space suitable for the uses authorized in Paragraph 12. TENANT shall, prior to commencing any work having a projected total cost of \$5,000.00 or more, or requiring the obtaining of a permit, give OWNER notice of the work and a copy of all permits issued for the work. TENANT will give OWNER a copy of all completion certificates, occupancy certificates and the like issued upon the completion of the work. No work shall be performed involving - and no object shall be attached to or pass through - the structural components of the Premises (exterior walls, foundation, beam, member, column, and sub-floor) or the roof without OWNER'S prior written approval. All such allowed alterations shall be at TENANT'S expense and shall be in quality at least equal to the present construction. TENANT shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to TENANT or claimed to have been furnished to TENANT, in connection with work of any character performed or claimed to have been performed at the direction of TENANT and shall cause any such lien to be released of record forthwith without cost to OWNER. All alterations and improvements made by TENANT shall be removed by TENANT prior to the termination of this Lease and any damage that is the result of the removal repaired unless OWNER notifies TENANT in writing to not remove specified alterations or improvements, in which event the specified alterations and improvements shall not be removed by TENANT and shall become the property of OWNER at the termination of occupancy.

10. **Hazardous Materials.** For purposes hereof, the term "Hazardous Materials" shall include without limitation, substances defined as "hazardous substances," "hazardous materials," "oil," or "toxic substances" in any applicable federal or state law.

TENANT represents and warrants it will not use, store or dispose of any Hazardous Materials in or on the Premises. OWNER acknowledges and agrees TENANT may stock and sell household cleaners and chemicals and may use such chemicals to maintain the Premises.

OWNER represents and warrants to TENANT that as of the day this Lease is in fact signed, the Premises and OWNER'S property of which the Premises are a part are free from contamination by Hazardous Materials.

If at any time during the term of this Lease, Hazardous Materials shall be found in the Premises, or in such land, then, in such event:

(a) With regard to any Hazardous Materials that TENANT shall not have caused, OWNER shall remove or remediate the same, in compliance with all applicable laws and at OWNER'S sole cost and expense; and OWNER agrees to defend,

indemnify, and hold TENANT harmless from and against any and all costs, damages, expenses and/or liabilities (including removal of contaminated debris and including reasonable attorney's fees) which TENANT may suffer as a result of any claim, suit or action regarding any such Hazardous Materials and/or regarding the removal and cleanup of same.

- (b) With regard to any Hazardous Materials caused by TENANT, TENANT shall remove or remediate the same, in compliance with all applicable laws and at TENANT'S sole cost and expense; and TENANT agrees to defend, indemnify, and hold OWNER harmless from and against any and all costs, damages expenses and/or liabilities (including reasonable attorney's fees) which OWNER may suffer as a result of any claim, suit or action regarding any such Hazardous Materials and/or regarding the removal and cleanup of same.
- (c) OWNER'S and TENANT'S obligations pursuant to this paragraph shall survive termination of this Lease.

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11. **Parking.** OWNER shall make available for use by TENANT, its officers, employees, invitees and customers not less than 100 standard parking spaces and 3 handicap parking spaces in that part of the vehicle parking lot on OWNER'S land at 22 Fitchburg Road, Ayer that is located between the Premises and Fitchburg Road, convenient access to such parking spaces from Fitchburg Road and convenient access to the Premise's loading docks and trash compactor. OWNER may at any time close the parking area, driveway or walkway to make repairs or changes of any kind, provided the work is done with reasonable dispatch and access to the Premises is not unreasonably obstructed, to prevent the acquisition of public rights in such area, or to discourage unauthorized parking. OWNER reserves the right by means of one or more easements or other arrangements with the owner of adjoining land to create a common parking lot located on OWNER'S land and the adjoining land and then relocate up to 30 of the above 100 required parking spaces onto the adjoining land, provided the parking lot paving on the adjoining land is of at least the quality of the paving on OWNER'S land and both access to the Premises from the relocated parking spaces and access to the relocated parking spaces from Fitchburg Road is reasonably direct and convenient. Owner also reserves the right to permit vehicle and foot traffic from adjoining land to travel through the vehicle parking lot on OWNER'S land. OWNER may place one or more additional buildings on OWNER'S land, subject to the limitation that the front of all such buildings must be at least as distant from Fitchburg Road as is the front of the Premises and truck access to the back of the Premises is not unreasonable impeded.

12. **Use and Restrictions on Competing Uses.** TENANT shall use the Premises only for supermarket, which may include the sale of beer and wine. TENANT shall be open for business for not less than between 8:00 a.m. and 9:00 p.m. on all days except legal holidays.

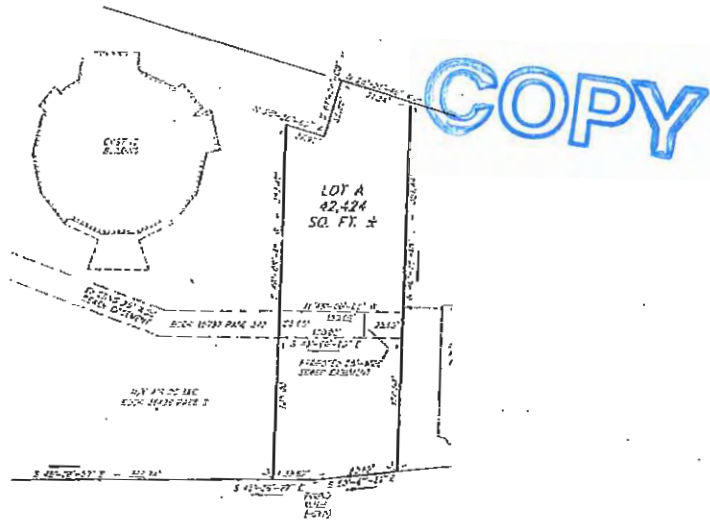
TENANT shall not permit any use of the Premises which will make voidable any insurance on the Premises or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association or any similar body succeeding to its powers. TENANT shall on demand reimburse OWNER for all extra insurance premiums charged OWNER because of a condition or a usage of the Premises that is not permitted by this Lease or by an insurance carrier.

OWNER will not place or permit a supermarket, a wholesale store (such as Costo or BJs) a "dollar store", so called, nor a convenience store on its 22 Fitchburg Road property. If TENANT commences selling beer and wine, OWNER will not thereafter place or permit a package store its 22 Fitchburg Road property. If a package store is

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operating on such property prior to when TENANT commences selling beer and wine, the package store may continue to operate. TENANT is aware and agrees this Lease does not expressly or by implication prohibit placing or permitting a drug store on the 22 Fitchburg Road property.

OWNER (Ayer 22, LLC) is owned by Paul A. DiGeronimo. Mr. DiGeronimo owns, individually, the approximately one acre parcel of currently vacant land on the north side of 22 Fitchburg Road identified as LOT A on the below plan.



Mr. DiGeronimo agrees he will not place or permit a supermarket, a wholesale store (such as Costco or BJ's) a "dollar store", so called, nor a convenience store on LOT A. If TENANT commences selling beer and wine, Mr. DiGeronimo will not thereafter place or permit a package store on LOT A. If a package store is operating on LOT A prior to when TENANT commences selling beer and wine, the package store on LOT A may continue to operate. Mr. DiGeronimo agrees that should he convey LOT A to another while this lease remains in effect, the deed will contain a restriction that states the restriction is for the benefit of, and may be enforce by, TENANT while this lease or any extension of this lease is in effect that contains the foregoing restrictions on the use of Lot A.² TENANT is aware and agrees this Lease does not expressly or by implication prohibit Mr. DiGeronimo placing or permitting a drug store on LOT A.

OWNER reserves the right to relocate the boundary line between OWNER'S property and LOT A, subject to the requirement that any such relocated boundary line shall be at least twenty (20) feet distant from the Premises (the building in the above plan) and OWNER'S above obligations regarding parking are fully complied with.

Snow Removal. While TENANT is the sole occupant of OWNER'S real property at 22 Fitchburg Road, Ayer, TENANT shall, at its expense, remove snow, ice, dirt, debris and litter from (a) the parking lot (includes all paved areas of the Premises), (b) the walkways, and (c) from the doorways providing access to or from the Premises (including areas a truck mounted snow plow can not clear) and OWNER shall not be obligated under Section 5 to maintain, clean, light, sand and remove snow and ice from the parking lot. While there is a party other than TENANT that also occupies part of OWNER'S real property, OWNER shall remove snow from the parking lot (areas a truck mounted snow plow can clear), the expense of the same shall be a common expense under Section 5, and TENANT shall remove snow, ice, dirt, debris and litter from (a) the walkways that

² Because the law governing deed restrictions is subject to change, Mr. DiGeronimo makes no representation or warranty regarding the enforceability of the deed restriction.

*Tenant Responsible
for Snow Removal
Until Ship Mall 1/15/26*

directly adjoin the Premises, and (b) from the doorways providing access to or from the Premises (areas a truck mounted snow plow can not clear). In both situations, TENANT shall sand or salt ice and packed snow on the areas TENANT is to keep clear of snow.

14. **Trash Removal, Landscaping, Graffiti.** TENANT shall remove all its trash and solid waste. TENANT may locate a commercial-type trash container at or near the back of the building on the Premise. While TENANT is the sole occupant of OWNER'S real property at 22 Fitchburg Road, Ayer, TENANT shall, at its expense, maintain and keep clean and in good repair the landscaping and the exterior of the building (such as removing graffiti and repainting exterior walls) and OWNER shall not be obligated under Section 5 to maintain and keep clean and in good repair the landscaping and the exterior of the building. While there is a party other than TENANT that also occupies part of OWNER'S real property, OWNER shall maintain and keep clean and in good repair the landscaping and the exterior of the building, and the expense of the same shall be a common expense under Section 5.

Tenant Responsible for

15. **Signs.** TENANT shall place a commercially made raceway mounted channel letter sign for TENANT'S business on the mansard over the front of the Premises within ninety days following the signing of this Lease. TENANT shall obtain OWNER'S approval of the sign before installing the sign. TENANT may not permanently affix any other or additional signs to the Premises without having first obtained OWNER'S approval. TENANT shall, at the termination of this Lease, remove all signs installed by TENANT and patch any resulting holes.

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TENANT may, at its expense, place its signs on the existing Pylon sign structure, subject to OWNER'S retained right to allow other tenants of owner's 22 Fitchburg Road, Ayer property to also place signs on the Pylon sign structure, the ratio of the total size of the respective signs to be proportional to the leasable area of the Premises to the leasable building area leased to the other tenants.

16. **Liens.** TENANT will promptly remove and discharge, by satisfying the obligation or posting a bond, any charge, lien, padlocking, security interest or encumbrance upon the Premises or any Fixed Base Rent, additional rental obligations or other sum payable hereunder which arises for any reason, including all liens which arise out of the TENANT'S use or occupancy of the Premises or by reason of labor or materials furnished or claimed to have been furnished to TENANT, or by reason of taxes owed by TENANT, or imposed by Chapter 21E of the Massachusetts General Laws for any act or omission concerning the Premises which TENANT is responsible for under the provisions of Paragraph 10, but not including any mortgage, charge, lien, padlocking, security interest or encumbrance created by, or attributable to, OWNER.

17. **Indemnification.** TENANT shall pay, and shall protect, indemnify and save harmless OWNER from and against, all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from:

- (a) injury to or death of any person, or damage to or loss of property not caused by OWNER'S omission, fault, negligence or other misconduct that occurs on the Premises, or immediately adjacent to the Premises, or on the parking lot and walkways that TENANT is obligated to keep clear pursuant to Paragraph 13, or connected with the use, condition or occupancy of any thereof;
- (b) any failure on the part of TENANT to perform or comply with any of the terms of this Lease;
- (c) any act of negligence of TENANT or any person for whose conduct TENANT is legally responsible;

Full 5

- (d) any claim under Chapter 21E of the Massachusetts General Laws for any act or omission concerning the Premises which TENANT is responsible for under the provisions of Paragraph 10.

18. **Condemnation and Casualty.**

- (a) TENANT shall promptly notify OWNER:
 - (i) if the Premises are damaged or destroyed by fire or other casualty; or
 - (ii) if the use, occupancy or title of the Premises or any part thereof is taken, requisitioned or sold in, by or on account of any actual or threatened eminent domain proceeding, other action by any person having the power of eminent domain or any claim of or eviction by paramount title.

OWNER shall have the right to require TENANT to assist OWNER in any proceeding or action (but at no cost to TENANT) to collect any award, compensation or insurance payment to which OWNER may become entitled by reason of OWNER'S interest in the Premises, and to assist OWNER to negotiate, prosecute and adjust any claim for any award, compensation or insurance payment on account of any such damage, destruction, taking, requisition, sale, or claim of or eviction by paramount title. Both OWNER and TENANT shall be entitled and do not forfeit their respective rights to participate in any such proceedings, action, negotiation, prosecution or adjustment by the exercise of the rights set forth in the preceding sentences. TENANT may make its own claim for trade fixtures, leasehold improvements and moving expenses.

- (b) If an occurrence of the character referred to in Paragraph 18(a) hereof shall:
 - (i) be such that the Premises cannot be substantially restored by OWNER within ninety (90) days after notice of such damage, destruction or condemnation, or

if TENANT had given notice of TENANT'S election to not extend this Lease for the Extended Term before the occurrence of such damage, destruction or condemnation and such damage, destruction or condemnation occurred during the last six months of the Primary Term, or

such damage, destruction or condemnation occurred during the last six (6) months of the Extended Term,

TENANT shall have the option within thirty (30) days after such occurrence to deliver to OWNER notice of TENANT'S intention to terminate this Lease on a day specified by TENANT (the Termination Date) which day shall be within thirty (30) days after delivery of such notice.

- (ii) be such that the cost of substantially restoring the Premises shall exceed seventy-five percent (75%) of the value of the Premises before such damage, destruction or condemnation, or

if TENANT had given notice of TENANT'S election to not extend this Lease for the Extended Term before the occurrence of such damage, destruction or condemnation and such damage, destruction or condemnation occurred during the last six months of the Primary Term, or

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such damage, destruction or condemnation occurred during the last six (6) months of the Extended Term,

OWNER shall have the option within thirty (30) days after such occurrence to deliver to TENANT notice of OWNER'S intention to terminate this Lease on a day to be specified by TENANT (the termination date) which day shall be within thirty (30) days after delivery of such notice, and if TENANT fails to specify the termination date, the termination date shall be the thirtieth (30th) day after delivery of such notice to TENANT.

- (c) if, after an occurrence of the character referred to in Paragraph 18(a), this Lease is not terminated under Paragraph 18(b), then this Lease shall continue in full force and effect, and OWNER shall commence the restoration or repair of the Premises and shall substantially complete such restoration or repair with reasonable diligence, provided, however, OWNER shall not be obligated to commence any restoration or repair work costing in total in excess of \$100,000.00 until after either:
- (i) OWNER shall have collected an award, compensation or insurance payment on account of such occurrence which equals or exceeds that sum of money which is \$100,000.00 less than the total cost of such restoration or repair work, or
 - (ii) the holder of any mortgage on the Premises has collected an award, compensation or insurance payment on account of such occurrence which equals or exceeds that sum of money which is \$100,000.00 less than the total cost of such restoration or replacement work and such mortgagee made the amount so collected available to OWNER for such restoration or replacement work.

Should OWNER fail to commence the restoration or repair of the Premises within sixty (60) days after an occurrence of the character referred to in Paragraph 18(a), or should OWNER fail to substantially complete such restoration or repair work with reasonable diligence, TENANT shall have the option while the restoration or repair work remains substantially not completed, to deliver to OWNER notice of TENANT'S intention to terminate this Lease on a day specified by TENANT (the Termination Date) which day shall be within thirty (30) days after delivery of such notice.

- (d) If an occurrence of the character referred to in Paragraph 18(a) deprives TENANT of full use of the Premises, whether or not insured against, and the occurrence was not caused by TENANT, its agents or employees, TENANT'S obligation to pay Fixed Base Rent [Paragraph 4(a)] and real estate taxes and shared expenses [Paragraphs 4(b) and 5] shall abate month by month while the effects of such damage, destruction or condemnation continue by the fractional reduction in rental value of the Premises during each such month attributable to such damage, destruction or condemnation.
- (e) In the event this Lease is terminated by either OWNER or TENANT under the provisions of Paragraphs 18(b) or 18(c), the term of this Lease and the estate hereby granted shall expire as of the Termination Date as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the term of this Lease, except with respect to obligations and liabilities of TENANT hereunder, actual or contingent, which have arisen on or prior to the Termination Date. TENANT'S obligation to pay Fixed Base Rent,

additional rental obligations and other sums payable under this Lease shall be pro-rated as of the Termination Date.

19. Insurance.

- (a) OWNER will maintain fire and casualty insurance on the building on the Premises for the full insurable value thereof. OWNER will also maintain for OWNER'S benefit liability insurance on the building and the parking areas on the Premises.
- (b) TENANT will maintain or cause to be maintained, insurance on the Premises of the following character:
 - (i) Insurance against loss by fire, lightning and other risks from time to time included under "extended coverage" policies, in amounts not less than the actual replacement value of TENANT'S improvements, equipment and inventory in the Premises. So long as no event of default shall have occurred and be continuing, said policies may include deductibles not to exceed \$10,000.00 for any single loss.
 - (ii) Insurance against plate glass breakage in an amount sufficient to cover the replacement of all the plate glass in and about the Premises. Such insurance may be an endorsement to the above required "extended coverage" policy.
 - (iii) General public liability insurance insuring OWNER and TENANT against claims for bodily injury, death or property damage occurring on, in or about the Premises and adjoining parking lots and walkways, in the minimum amounts of \$1,000,000.00 for bodily injury or death to any one person, \$1,000,000.00 for any one accident, and \$500,000.00 for property damage.
 - (iv) Workman's compensation insurance to the extent required by the law of The Commonwealth of Massachusetts and to the extent necessary to protect OWNER and the Premises against workman's compensation claims.
- (c) OWNER and TENANT hereby waive, and each shall cause its insurance carriers to waive in writing, all causes and rights of recovery against the other party, its agents, officers and employees for any loss occurring to the buildings and improvements of which the Premises are a part resulting from any of the perils insured against under the aforesaid insurance policies, regardless of cause or origin, including the negligence of the other party, its agents, officers and employees, to the extent of any recovery upon such policies of insurance.
- (d) TENANT shall deliver to OWNER original or duplicate policies or ACORD certificates evidencing the existence of all insurance which is required to be maintained by TENANT hereunder, such delivery to be made:
 - (i) promptly after the execution and delivery hereof; and
 - (ii) promptly after the expiration of any such insurance. Any insurance required hereunder may be provided under blanket policies which comply with the provisions hereof and specify the coverage and amount thereof with respect to the Premises.

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20. Assignment and Subletting. Subject to OWNER'S prior written approval which shall not be unreasonably withheld or delayed, TENANT may sublet by means of unenclosed

space (enclosed sub-letted space is prohibited) up to ten percent (10%) of the Premises, provided that each sub-lease shall expressly be made subject to the provisions hereof. No such sub-lease shall modify or limit any right or power of OWNER hereunder or affect or reduce any obligation of TENANT hereunder, and all such obligations shall continue in full effect as obligations of a principal and not of a guarantor or surety, as though no subletting had been made. Neither this Lease nor the term hereby demised shall be mortgaged by TENANT, nor shall TENANT mortgage or pledge its interest in any sub-lease of the Premises or the rentals payable thereunder. Any such mortgage or pledge, and any sub-lease made otherwise than as permitted by this Paragraph 20 shall be void.

21. **Estoppel Certificates.** TENANT will, from time to time, upon twenty (20) days' prior request by OWNER, execute, acknowledge and deliver to OWNER a certificate of TENANT stating that this Lease is unmodified and in full effect (or, if there have been modifications, that this Lease is in full effect as modified, and setting forth such modifications) and the dates to which Fixed Base Rent, additional rental obligations and other sums payable hereunder have been paid, and either stating that to the knowledge of the signer of such certificate no default exists hereunder or specifying each such default of which the signer has knowledge. Any such certificate may be relied upon by any prospective mortgagee or purchaser of the Premises.

22. **Subordination of Lease to Mortgage.**

(a) This Lease shall be subordinated to any mortgage hereafter granted on the property of which the Premises are a part, or the Premises or any part of the Premises as though the mortgage had been executed, delivered and recorded prior to the execution and delivery of this Lease if, and only if, the mortgagee executes and delivers to TENANT an agreement that in the event of an entry by the mortgagee to foreclose the mortgage, or in the event of a foreclosure of the mortgage by entry or by sale, the mortgagee, and any person claiming through or under the mortgagee, including a purchaser at a foreclosure sale, (a) shall not disturb TENANT'S possession under this Lease so long as TENANT complies with the terms of this Lease and (b) will permit TENANT to remove property as provided in Paragraph 27. "Mortgage" as used herein includes any modification, consolidation, extension, renewal, replacement or substitution of any existing or subsequent mortgage on the Premises. The provisions of this Paragraph 22(a) are self-operative. No instrument of subordination shall be necessary to effectuate the subordination. TENANT agrees, however, to execute and deliver any appropriate instrument OWNER requests to confirm the subordination of this Lease to any such mortgage.

(b) Notwithstanding anything herein to the contrary, TENANT agrees at the written request of any party purchasing the Premises at a foreclosure sale to accept such party as OWNER under this Lease and to observe the obligations imposed on TENANT by this Lease, provided that such party recognizes the rights of TENANT under this Lease and agrees to observe OWNER'S obligations under this Lease, in which event this Lease shall remain in full force and effect. TENANT agrees to execute and deliver any appropriate instruments necessary to reasonably carry out the agreements contained in this Paragraph.

23. **Conditional Limitations; Default Provision.**

(a) Any of the following occurrences or acts shall constitute an event of default under this Lease:

(i) if TENANT shall:

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- (1) fail to pay any Fixed Base Rent, additional rental obligations referred to in Paragraph 4(b) hereof or other sum required to be paid by TENANT hereunder and such failure shall continue for ten (10) days after notice to TENANT of such failure; or
- (2) fail to observe or perform any other provision hereof and such failure shall continue for thirty (30) days after notice to TENANT of such failure (provided, that, in the case of any such default which cannot be cured by the payment of money and cannot with diligence be cured within such thirty (30) day period, if TENANT shall commence promptly to cure the same and thereafter prosecute the curing thereof with diligence, the time within which such default may be cured shall be extended for such period as is necessary to complete the curing thereof with diligence); or

- (ii) if TENANT shall file a petition commencing a voluntary case under any federal bankruptcy or similar law, federal or state, or for reorganization or an arrangement pursuant to any bankruptcy law, insolvency or any similar law, federal or state, or shall be adjudicated a debtor or bankrupt under any bankruptcy, insolvency or similar law, federal or state, or become insolvent, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall not pay its debts generally as they become due, or if a petition commencing an involuntary case against TENANT or answer proposing the adjudication of TENANT as a debtor or bankrupt or its reorganization pursuant to any federal or state bankruptcy law or any similar law shall be filed in any court and TENANT shall consent to or acquiesce in the filing thereof or such petition or answer shall not be dismissed, discharged or denied within ninety (90) days after the filing thereof; or
- (iii) if a custodian, receiver, trustee, United States Trustee or liquidator of TENANT or of all or substantially all of the assets of TENANT or of the Premises or TENANT'S estate therein shall be appointed in any proceeding brought by TENANT, or if any such custodian, receiver, trustee, United States Trustee or liquidator shall be appointed in any proceeding brought against TENANT and shall not be discharged within ninety (90) days after such appointment, or if TENANT shall consent to or acquiesce in such appointment; or
- (iv) if the Premises shall have been left unoccupied and wholly unattended for a period of thirty (30) days; or
- (v) if any representation or warranty of TENANT contained in this Lease, any assignment or reassignment of this Lease or consent thereto executed by TENANT or in any notice, demand, certificate, request or instrument delivered pursuant to or in connection with this Lease, any such assignment or reassignment or consent shall prove to be incorrect in any material respect as of the time when the same shall have been made, to the detriment of any person to whom or for whose benefit the representation or warranty was made.

(b) If an event of default shall have happened and be continuing, OWNER shall have the right to give TENANT notice of OWNER'S intention to terminate the term of this Lease on a date not less than ten (10) days after the date of such notice. Upon the giving of such notice, the term of this Lease and the estate hereby granted shall expire and terminate on such date as fully and completely

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and with the same effect as if such date were the date herein fixed for the expiration of the term of this Lease, and all rights of TENANT hereunder shall expire and terminate, but TENANT shall remain liable as hereinafter provided.

- (c) OWNER shall have the immediate right following termination of this Lease pursuant to Paragraph 23(b) hereof, to re-enter and repossess the Premises by summary proceedings, ejectment or in any other lawful manner OWNER determines to be necessary or desirable and the right to remove all persons and property therefrom. OWNER shall be under no liability by reason of any such re-entry, repossession or removal.
- (d) OWNER and TENANT agree it is not possible prior to the expiration of the term of this Lease to determine the post termination damages OWNER will suffer, if any, on account of the premature termination of this Lease pursuant to Paragraph 23(b) hereof as a consequence of an event of default. OWNER and TENANT therefore hereby mutually agree that if this Lease is terminated pursuant to Paragraph 23(b), the liquidated damages suffered by OWNER on account of the premature termination shall be the aggregate of (i) the remaining rent payments specified in Section 4(a) hereof that would have become due subsequent to the date that this Lease was terminated if this Lease had not been terminated, but not more than the aggregate of the first twenty-four of such monthly rent payments, and (ii) twice the amount that was the Common Area Charge for the calendar year preceding the termination of this Lease pursuant to Paragraph 23(b), which aggregate amount TENANT shall pay to OWNER promptly following the termination.
- (e) No expiration or termination of the term of this Lease pursuant to Paragraph 23(b) hereof, by operation of law or otherwise, and no re-entry or repossession of the Premises pursuant to Paragraph 23(c) hereof or otherwise, and no reletting of the Premises shall relieve TENANT of its liabilities and obligations hereunder, all of which (including in particular above clause (d)) shall survive such expiration, termination, re-entry, repossession or reletting.

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24. Additional Rights of OWNER.

- (a) No right or remedy hereunder shall be exclusive of any other right or remedy, but shall be cumulative and in addition to any other right or remedy hereunder or now or hereafter existing under law or in equity. Failure to insist upon the strict performance of any provision hereof or to exercise any option, right, power or remedy contained herein shall not constitute a waiver or relinquishment thereof for the future. Receipt by OWNER of any Fixed Base Rent, additional rental obligations or other sums payable hereunder with knowledge of the breach of any provision hereof shall not constitute a waiver of such breach, and no waiver by OWNER of any provision hereof shall be deemed to have been made unless made in writing. OWNER shall be entitled to injunctive relief in case of the violation, or threatened violation, of any of the provisions hereof, or to a decree compelling performance of any of the provisions hereof, or to any other remedy allowed to OWNER by law.
- (b) If TENANT shall be in default in the performance of any of its obligations hereunder, TENANT shall pay to OWNER, on demand, all expenses reasonably incurred by OWNER as a result thereof, including reasonable attorneys' fees and expenses.
- (c) If OWNER shall be made a party to any litigation also commenced against TENANT, TENANT shall, at its expense, provide OWNER with counsel approved by OWNER. Should the litigation terminate with a determination that OWNER was at fault and TENANT was without fault, OWNER shall reimburse TENANT

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for all amounts TENANT paid from its own funds (as distinct from funds provided by TENANT'S insurer) to provide OWNER with counsel.

25. **Notices, Demands and Other Instruments.** All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Lease shall be in writing and shall be validly given when delivered in hand or mailed by prepaid registered or certified mail, or delivered by a recognized overnight courier, provided there is evidence that the mailed notice or the overnight courier delivered notice was in fact either delivered or delivered to the post office or the overnight carrier for delivery (such as a signed post office "green card", or the envelope containing the letter returned by the post office reporting delivery was attempted but refused or unclaimed, or the stamped Post Office Certified Mail Receipt for the envelope containing the notice, or a computer printout of the overnight courier's website delivery report for the notice reporting delivery or attempted, but refused, delivery):
- (a) if to OWNER, addressed to OWNER at its address set forth above; and
 - (b) if to TENANT, addressed to TENANT at its address set forth above.

OWNER and TENANT each may from time to time specify any address in the United States as their address for purposes of this Lease by giving fifteen (15) days' notice to the other party.

26. **Inspection; Showing Premises.** From time to time, after at least twenty-four hours notice to TENANT, OWNER may during normal business hours inspect the Premises for compliance with the terms of this Lease, may exhibit the Premises to prospective mortgagees and, during the ninety (90) days preceding termination of this Lease, exhibit the Premises to prospective tenants, purchasers, or others.
27. **Surrender.** Upon the expiration or termination of the term of this Lease or holdover period, TENANT shall surrender the Premises to OWNER broom clean in the condition in which the Premises were originally received from OWNER except for ordinary wear and tear and as provided in the following sentences. TENANT shall remove from the Premises on or prior to such expiration or termination all property situated thereon owned or installed by TENANT, except property that OWNER has given notice pursuant to Section 9 to not remove. With regard to electrical and plumbing fixtures installed by TENANT, the fixtures shall not be removed unless OWNER has notified TENANT to remove specified fixtures, in which event TENANT shall remove the specified fixtures and repair any damage caused by the removal. Any property not removed shall become the property of OWNER; provided, however, if OWNER does not want such property not removed, OWNER may cause such property to be removed from the Premises at TENANT'S expense and discarded as trash.
28. **OWNER Fit Up.** OWNER shall, at its expense, prior to 1 August 2015, construct the vestibule having an area of approximately 1,868 square feet shown and specified in the plan attached hereto as EXHIBIT A. In all other respects the Premises are leased "as is".
29. **Report of Gross Sales.** TENANT shall quarterly give OWNER a written report of TENANT'S gross sales (net of sales tax) from the Premises during TENANT'S preceding fiscal quarter, the report to be delivered to OWNER on or before the due date for TENANT'S income tax return.
30. **Security Payment.** -- Waived.
31. **Financial Information.** Should TENANT be more than thirty (30) days behind on any amount TENANT is required to pay pursuant to this Lease and (i) TENANT is not disputing its obligation to pay such amount, or (ii) TENANT is disputing its obligation to pay such amount and such amount is not being held in escrow by a person agreed to by

both TENANT and OWNER, TENANT shall, if requested by OWNER, promptly make available for inspection and copying by OWNER, TENANT'S financial records for TENANT'S previous and current fiscal years.

32. **Right to Relocate.** Deleted

33. **Entire Agreement.** This Lease (including any exhibits hereto) constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the parties with respect to the subject hereof. EACH PARTY HERETO AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS LEASE, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, AND EACH HEREBY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES MADE BY ITSELF OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, FINANCIAL AND LEGAL ADVISORS OR OTHER REPRESENTATIVES, WITH RESPECT TO THE EXECUTION AND DELIVERY OF THIS LEASE OR THE TRANSACTION CONTEMPLATED BY THIS LEASE, NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO THE OTHER OR THE OTHER'S REPRESENTATIVE OF ANY DOCUMENTATION OR OTHER INFORMATION WITH RESPECT TO ANY OTHER ONE OR MORE OF THE FOREGOING.

34. **Separability; Binding Effect; Entire Agreement; Miscellany.** Each provision hereof shall be separate and independent and the breach of any such provision by OWNER shall not discharge or relieve TENANT from its obligations to perform each and every covenant to be performed by TENANT hereunder. If any provision hereof or the application thereof to any person or circumstance or at any time shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances or at times other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the extent permitted by law. All provisions contained in this Lease shall be binding upon, inure to the benefit of and be enforceable by, the respective successors and assigns of OWNER and TENANT to the same extent as if each successor and assign were named as a party hereto. If OWNER is a representative or fiduciary, only the assets of the estate represented shall be bound, and neither the OWNER, nor any shareholder nor any beneficiary of any trust, shall be personally liable for any obligation expressed or implied hereunder. This Lease shall be governed by the law of The Commonwealth of Massachusetts. This Lease may not be changed, modified or discharged except by a writing signed by OWNER and TENANT. This Lease may be executed in any number of counterparts, each of which shall be an original, and such counterparts shall together constitute but one and the same Lease. The headings of the various paragraphs herein have been inserted - and the Summary preceding this Lease has been included - for reference only and shall not to any extent have the effect of modifying or amending the express terms and provisions hereof.

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SIGNATURES ARE ON THE FOLLOWING PAGE

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IN WITNESS WHEREOF, OWNER and TENANT have each caused this Lease to be duly executed and delivered, and each has caused its corporate seal to be hereunto affixed and attested, all to take effect as of the first day of June 2015 though in fact executed, delivered and sealed on a different day.

AIR 22, LLC

AYER SHOP'N SAVE, LLC

By: 
Paul A. DiGeronimo, Manager

By: 
Miroslaw Szelest, Manager

With regard to only his agreement in Section 12:

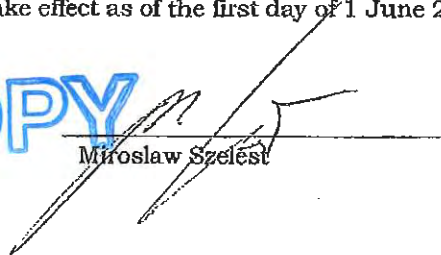

Paul A. DiGeronimo, individually

LIMITED GUARANTEE OF PAYMENT OF LEASE OBLIGATIONS

We, Maria Szelest and Miroslaw Szelest, members of Ayer Shop'n Save, LLC, jointly and severally, hereby unconditionally guarantee to the limit stated in the following sentence, payment of each and every obligation Ayer Shop'n Save, LLC becomes obligated to pay to Air 22, LLC on account of the above Lease, including amounts due on account of holding over, between Air 22, LLC, as Owner, and Ayer Shop'n Save, LLC, as Tenant, waive all rights of notice of non-payment or other default and demand for payment; acknowledge that we shall remain bound on this Guarantee notwithstanding any steps Air 22, LLC may or may not have taken to collect any or all payments due under the Lease, and notwithstanding that Ayer Shop'n Save, LLC may, by operation of law or otherwise, be relieved of its obligations to pay payments due under the Lease; acknowledge that this is a Guarantee of payment rather than of collectability and may be enforced without Air 22, LLC first having to resort to any other right, remedy or security. The total the two of us must pay on account of our aforesaid Guarantee is limited to twenty-four (24) times the monthly installment rent payment for the most recent month that TENANT occupied the Premises prior to the enforcement of this Guarantee. We further agree to pay, in addition to the foregoing, any and all expenses, including reasonable attorneys' fees, incurred by Air 22, LLC in collecting any amounts due from us under this Guarantee.

Signed as a sealed instrument to take effect as of the first day of 1 June 2015, though in fact signed on another day.


Maria Szelest


Miroslaw Szelest



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

MANAGER APPLICATION

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All proposed managers are required to complete a Personal Information Form, and attach a copy of the corporate vote authorizing this action and appointing a manager.

1. LICENSEE INFORMATION:

Legal Name of Licensee: Business Name (dba):

Address:

City/Town: State: Zip Code:

ABCC License Number: (If existing licensee) Phone Number of Premise:

2. MANAGER INFORMATION:

A. Name: B. Cell Phone Number:

C. List the number of hours per week you will spend on the licensed premises:

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes No B. Date of Naturalization: C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes No

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes No

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes No

If yes, please describe:

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

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

Signature Date



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

PERSONAL INFORMATION FORM

Each individual listed in Section 10 of this application must complete this form.

1. LICENSEE INFORMATION:

A. Legal Name of Licensee	Ayer Shop'N Save LLC	B. Business Name (dba)	Ayer Shop'N Save LLC		
C. Address	22 Fitchburg Road		D. ABCC License Number (If existing licensee)		
E. City/Town	Ayer	State	MA	Zip Code	01432
F. Phone Number of Premise	[REDACTED]		G. EIN of License	47-3249431	

2. PERSONAL INFORMATION:

A. Individual Name	Miroslaw Szelest	B. Home Phone Number	[REDACTED]		
C. Address	[REDACTED]				
D. City/Town	[REDACTED]	State	Ma	Zip Code	[REDACTED]
E. Social Security Number	[REDACTED]	F. Date of Birth	[REDACTED]		
G. Place of Employment	Ayer Shop'N Save LLC				

3. BACKGROUND INFORMATION:

Have you ever been convicted of a state, federal or military crime? Yes No

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

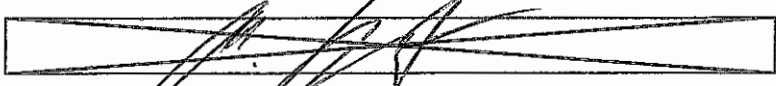
4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

This Beer and Wine licence will help Ayer Shop'N Save Supermarket, it will attract more customers, and lead to more profit.

IMPORTANT ATTACHMENTS (8): For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.
 *If additional space is needed, please use the last page

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

Signature  Date

Title (If Corporation/LLC Representative)



**Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114**

**STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL**

CORI REQUEST FORM

**KIM S. GAINSBORO, ESQ.
CHAIRMAN**

The Alcoholic Beverages Control Commission has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information. For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	<input type="text"/>	LICENSEE NAME:	<input type="text"/>	CITY/TOWN:	<input type="text"/>
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APPLICANT INFORMATION

LAST NAME:	<input type="text" value="Szelest"/>	FIRST NAME:	<input type="text" value="Miroslaw"/>	MIDDLE NAME:	<input type="text"/>
MAIDEN NAME OR ALIAS (IF APPLICABLE):	<input type="text"/>	PLACE OF BIRTH:	<input type="text" value="Poland"/>		
DATE OF BIRTH:	<input type="text" value="[REDACTED]"/>	SSN:	<input type="text" value="[REDACTED]"/>	ID THEFT INDEX PIN (IF APPLICABLE):	<input type="text"/>
MOTHER'S MAIDEN NAME:	<input type="text" value="Szelest"/>	DRIVER'S LICENSE #:	<input type="text" value="[REDACTED]"/>	STATE LIC. ISSUED:	<input type="text" value="Massachusetts"/>
GENDER:	<input type="text" value="MALE"/>	HEIGHT:	<input type="text" value="[REDACTED]"/>	WEIGHT:	<input type="text" value="[REDACTED]"/>
				EYE COLOR:	<input type="text" value="Blue"/>
CURRENT ADDRESS:	<input type="text" value="[REDACTED]"/>				
CITY/TOWN:	<input type="text" value="[REDACTED]"/>	STATE:	<input type="text" value="Ma."/>	ZIP:	<input type="text" value="[REDACTED]"/>
FORMER ADDRESS:	<input type="text" value="[REDACTED]"/>				
CITY/TOWN:	<input type="text" value="[REDACTED]"/>	STATE:	<input type="text" value="Ma."/>	ZIP:	<input type="text" value="[REDACTED]"/>

PRINT AND SIGN

PRINTED NAME:	<input type="text" value="Miroslaw Szelest"/>	APPLICANT/EMPLOYEE SIGNATURE:	<input type="text" value="[Handwritten Signature]"/>
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NOTARY INFORMATION

On this before me, the undersigned notary public, personally appeared

(name of document signer), proved to me through satisfactory evidence of identification, which were

to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

DIVISION USE ONLY

REQUESTED BY:	<input type="text"/>
	<small>SIGNATURE OF CORI AUTHORIZED EMPLOYEE</small>

The DCJ Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to [617] 660-4634.



**RYAN W. SHARPLES
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES OCT. 16, 2020**

Board of Selectmen

MEETING TUESDAYS AT 7:00 P.M. • UPPER TOWN HALL • 1 MAIN STREET • AYER, MASSACHUSETTS 01432



Tel. (978) 772-8220
Fax. (978) 772-3017

Town Administrator
(978) 772-8210

MEMORANDUM

DATE: July 9, 2015

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: Recommendation for Assistant Zoning Enforcement Officer Appointment

Dear Honorable Selectmen,

I am respectfully recommending that the Board appoint Mr. Charles Shultz as the Town's Assistant Zoning Enforcement (AZE) Officer effective July 14, 2015. The AZE will report directly to the Building Commissioner. This position is a non-union, non-benefitted position at a pay rate of \$20.00 per hour for a maximum of fifteen (15) hours per week. The AZE will initially work with the Building Commissioner during an orientation period and then will work on a case by case basis including staffing the Building Department Office on separate days from Tuesday and Thursday to maximize coverage of the Building Department Office for the Public.

The Town advertised for this position in the *Lowell Sun*, *Nashoba Public Spirit*, MMA Job Site, and on the Town's Website and Facebook Page. The Town received eleven (11) applications which were reviewed by the Building Commissioner, Town Administrator, and Assistant to the Town Administrator. The top three (3) qualified, applicants were selected for interviews conducted by the Building Commissioner, Town Administrator, and Assistant Town Administrator.

Mr. Shultz application and interview were rated the highest and he was found to be the best qualified for the position. Attached is Mr. Shultz resume and credentials. He brings extensive experience to the position both from the private sector building trades and the public sector in terms of zoning experience.

Mr. Shultz will appear before the Board with the Building Commissioner on Tuesday, July 14, 2015 to answer any questions the Board may have and for consideration of appointment.

Thank you.

Attachment: Mr. Charles Shultz Resume

Cc: Building Commissioner

Board of Selectmen

MEETING TUESDAYS AT 7:00 P.M. • UPPER TOWN HALL • 1 MAIN STREET • AYER, MASSACHUSETTS 01432



Tel. (978) 772-8220
Fax. (978) 772-3017

Town Administrator
(978) 772-8210

MEMORANDUM

DATE: July 9, 2015

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: Proposed Revision(s)/Amendment(s) to the Town's Nuisance Bylaw

Dear Honorable Selectmen,

As the Board is aware, the Town's current Nuisance Bylaw (enacted in 1989) is very "vague/ambiguous" in its approach to enforcement of nuisance properties. This has been a perennial issue as the Town has embarked on proactive properties enforcement as directed by the Board of Selectmen beginning in 2012.

Since 2012, the Board has lead a Town-wide effort to address particularly egregious nuisance properties that are not only in violation but pose a public nuisance. To further that effort, the Board sponsored and successfully passed at Town Meeting a Littering Bylaw; Abandoned Vehicle Bylaw; and the Non-Criminal Disposition Ticketing System which has been since implemented by the Building Commissioner.

At the request of the Board of Selectmen, the Building Commissioner and Town Administrator have researched the issue(s) of updating the Town's Nuisance Bylaw. This research has consisted of contacting Towns across the Commonwealth as well as in consultation with Town Counsel regarding this issue. Interestingly (and frustratingly), the majority of Massachusetts Town's either have no nuisance bylaw or have bylaws very similar to Ayer's current bylaw. Additionally, as Town Counsel has advised, though such bylaws are important legal tools for enforcement they continue to prove to be challenging and time consuming for properties enforcement for every municipality in Massachusetts.

With that said, there is no question that the 1989 Nuisance Bylaw could be improved/strengthened by updating the language and definitions used as well as clearly defining and stating key elements of the bylaw. Attached is the Nuisance Bylaw for the Town of Framingham adopted in 2002 by the Town of Framingham and approved by the Attorney General. This Nuisance Bylaw is clearly written with well-defined descriptions of what constitutes a nuisance in terms of properties enforcement; provides a clear enforcement administration component; and provides an administrative review and follow-up process. Additionally, Framingham like Ayer has a similar residential-commercial mix and proportional demographics.

It is respectfully requested that the Board review Ayer's current bylaw as sell as the Framingham bylaw and advise on how the Board would like to proceed in preparing a bylaw amendment to the nuisance bylaw which may/could consist of the adoption of a completely new nuisance bylaw or just amended sections. As the Board is aware, this will require Town Meeting approval. It is recommended that the Board advise on the final wording for this by no later than the September 1, 2015 Board Meeting to meet the Fall Town Meeting timeline. Thank you.

Attachment(s): Town of Ayer Nuisance Bylaw
Town of Framingham Nuisance Bylaw

TOWN OF AYER

NUISANCE BYLAW

(Approved September 18, 1989)

ARTICLE XL - NUISANCES

I. SECTION 1.

No person shall place or cause to be placed in any public place, street, or private way, or in any running stream, pond, or body of water, and shall not keep or store on private property, in open view, dirt, rubbish, or other materials tending to cause obstruction nor deposit ashes, garbage, waste paper, carrion, filth or offal, except in such places as shall be permitted by the Board of Health, under penalty of not less than two (2) hundred dollars (\$200.00) nor more than three (3) hundred dollars (\$300.00) fine.

SECTION 2.

No person shall construct or maintain any drain or conduit carrying polluted water from any house, shop, or other building, or from any vault, cesspool, cistern, to or upon any street or way so as to discharge water or other matter in or upon any such street, or way except when permitted in writing to do so by the Board of Health, under a penalty not less than two (2) hundred dollars (\$200.00) nor more than three (3) hundred dollars (\$300.00) fine.

SECTION 3.

Exemption: Washing of automotive vehicles, watering lawns, washing and cleaning of household items, tables, chairs, etc. and other items are exempt from this by-law.

SECTION 4.

Who ever violates the provisions of the proceeding Sections and suffers the material so placed by any person in such public places, street, private way or on private property to remain therein, more than twenty-four (24) hours, shall be liable to a like penalty for each additional day thereafter, during which they shall suffer such material to remain in such public place, street, private way or property.

II. ENFORCEMENT

THE ENFORCING AUTHORITY UNDER THIS BY-LAW SHALL BE THE BOARD OF HEALTH, NASHOBA ASSOCIATED BOARDS OF HEALTH, POLICE DEPARTMENT, AND THE BUILDING COMMISSIONER.

Approved by the Attorney General September 18, 1989

APPENDIX 2 - NUISANCE BY-LAW

Town of Framingham By-Laws, Article V. "Health and Safety"

Section 22 Nuisance Bylaw

[Adopted: Article 24, Annual Town Meeting, 2002]

Approved by the Attorney General on 7/1/02

22.1 AUTHORITY AND PURPOSE

Pursuant to the general powers granted to cities and towns by Article 89 of the Amendments to the Massachusetts Constitution, and the specific powers granted by Massachusetts General Laws, Chapter 139, Sections 1-3A, this Bylaw is adopted for the prevention of future nuisances and the removal of existing nuisances within the Town, which nuisances constitute a hazard of blight, or adversely affect property values.

22.2 DEFINITIONS

22.2.1 Blight

Any condition that seriously impairs the value, condition strength, durability or appearance of real property, including real property owned or occupied by an Interested Party as defined in section 4.2.5 below.

22.2.2 Building

A structure, whether portable or fixed, with exterior walls or firewalls and a roof, built, erected or framed, of a combination of any materials, to form shelter for persons, animals, or property. See "structure" below.

22.2.3 Dilapidated

A condition of decay or partial ruin by reason of neglect, misuse, or deterioration. The term includes, but is not limited to:

Property having deteriorated or ineffective waterproofing of exterior walls, roofs, foundations or floors, including broken or inadequately secured windows or doors;

Property having defective weather protection (such as paint, stain, siding or tarpaulin) for exterior wall covering; deleterious weathering due to lack of such weather protection or other protective covering.

Personal property that is broken, rusted, worn, partially or wholly dismantled or otherwise due to deterioration is unsuitable for the purpose for which designed.

22.2.4 Hazard

A condition likely to expose persons to injury, or property to damage, loss or destruction.

22.2.5 Interested Parties

In connection with the notification requirements of this bylaw Interested Parties are the Building Commissioner; owner(s) and/or occupants of property which is the subject of a hearing; owners and/or occupants of property directly opposite the subject property on any public or private street or way, owners and/or occupants of property abutting the subject property, and owners and/or occupants of property abutting, and that is within 300 feet of, the property line of the subjected property. Other persons who own or occupy property and who demonstrate to the satisfaction of the Building Commissioner that they are affected by the condition of the property or building that is the subject of a hearing may be regarded as Interested Parties by the Building Commissioner.

22.2.6 Nuisance

Any substantial interference with the common interest of the general public in the maintaining decent, safe, and sanitary structures that are not dilapidated, and neighborhoods, when such interference results from the hazardous or blighted condition of private property, land or buildings. The fact that a particular structure or use may be permitted under the zoning bylaw does not create an exemption from the application of this bylaw. The term includes but is not limited to:

- (a) burned structures not otherwise lawfully habitable or usable,
- (b) dilapidated real or personal property,
- (c) dangerous or unsafe structures or personal property,

- (d) overgrown vegetation which may harbor rats and vermin, conceal pools of stagnant water or other nuisances, or which is otherwise detrimental to neighboring properties or property values,
- (e) dead, decayed, diseased or hazardous trees, debris or trash,
- (f) signs as described in section 1.19.2 of the sign bylaw,
- (g) personal property that is exposed to the elements without protection against deterioration, rust or dilapidation,
- (h) vehicles, machinery or mechanical equipment or parts thereof that are located on soil, grass or other porous surfaces that may result in the destruction of vegetation or contamination of soil,
- (i) in any Residence District, keeping of more than one commercial vehicle, or of a tractor that exceeds a gross vehicle weight of three-quarters (3/4) of a ton for hauling a van or trailer as defined by the Registry of Motor Vehicles.
- (j) personal property that has been placed for the collection as rubbish or refuse in violation of Article VI, section 4.1 of the Town Bylaws other than as approved by the Director of Public Works, or left in public view for more than seven days.

22.2.7 Occupant

A person who occupies real property with the consent of the owner as a lessee, tenant at will, licensee or otherwise. The singular use of the term includes the plural when the context so indicates.

22.2.8 Owner

Every person who alone or jointly or severally with others (a) has legal title to any building, structure or property to this Bylaw; or (b) has care, charge, or control of any such building structure or property in any capacity including but not limited to agent, executor, executrix, administrator, administratrix, trustee or guardian of the estate of the holder of legal title; or (c) lessee under a written letter agreement; or (d) mortgage in possession; or (e) agent, trustee or other person appointed by the courts.

22.2.9 Responsible Party

The owner or occupant (in the case of real property) of property that is the subject of proceedings under this by-law. The singular use of the term includes the plural when the context so indicates.

22.2.10 Structure

A combination of materials, whether wholly or partially level with, above or below the surface of the ground, whether permanent or temporary, assembled at a fixed location to give support, shelter or enclosure such as a building, (see above), framework, retaining wall, stand, platform, bin, fence (having a height at any point of six feet or greater above grade), parking area sign, flagpole, or mast for an antenna or the like.

22.3 ADMINISTRATION

22.3.1 Enforcement

This Bylaw shall be enforced by the Building Commissioner.

If the Building Commissioner shall be informed or have reason to believe that any provision of this Bylaw has been, is being, or is likely to be violated, he shall make or cause to be made an investigation of the facts, including an investigation of the property where the violation may exist. If he finds any violation he shall give immediate notice in writing to the Owner and to the Occupant of the premises and shall immediately cease. In making such inspection, the Building Commissioner shall have such right of access to premises that may be lawfully exercised by him under the laws and constitution of the Commonwealth or of the United States.

If, after such notice and order, such violation continued, or if any Owner or Occupant fails to obey any lawful order of the Building Commissioner with respect to any violation of the provisions of the Bylaw, the Building Commissioner may make complaint to the Superior Court or any court of competent jurisdiction an any injunction or order restraining any further use of the premises and the continuation of the violation and shall take such other action as is necessary to enforce the provisions of this Bylaw.

In addition to the foregoing remedy, whoever violates any provision of this Bylaw or fails to obey any lawful order issued by the Building Commissioner in enforcing this Bylaw shall be liable to a fine of not more than three hundred (\$300.00) for each violation. Each violation of this Bylaw shall constitute a separate offense. Each day that any such violation continues shall constitute a separate offense.

The Building Commissioner may require disclosure to him/her of the identity of the person bringing a complaint of nuisance. The Building Commissioner may require that such complaint be made under oath or subject to the penalties of perjury. If the Building Commissioner determines that a reported condition may warrant immediate action, constitute a substantial violation of this Bylaw, or adversely affect protected interests of others than the complainant, the Building Commissioner may commence action under this Bylaw without requiring the disclosure of the identity of the complainant.

If the Building Commissioner determines that the condition is subject to the jurisdiction of the Board of Health or is a violation of the State Sanitary Code or any health regulation, in addition to enforcing this Bylaw, he shall refer the matter to the Director of Public Health of the town appropriate state or town officials for action.

During his investigation of the matter, the Building Commissioner may consult, but is not required to do so, with any Interested Party in an attempt to obtain voluntary compliance with this Bylaw without the need to issue a notice of violation.

22.3.2 Notice to Complainant

In any matter in which a complaint has been made by a person other than the Building Commissioner, the Building Commissioner shall promptly notify the complainant in advance of all conferences or proceedings concerning resolution of the nuisance complaint or of any enforcement action and the complainant shall be allowed to be present and to be heard.

22.3.3 Removal of Nuisance by Selectmen

If the Responsible Party fails to remedy the nuisance upon notice from the Building Commissioner to do so, the Board of Selectmen may cause the nuisance to be removed as provided in General Laws c. 139.

22.3.4 Review by the Town Manager

Any Interested Party who has filed a written complaint of a nuisance with the Building Commissioner upon which complaint the Building Commissioner has determined that the condition is not a nuisance, or has taken other action that the Interested Party claims is inadequate shall have a right to a review of the matter by the Town Manager. At the request of such an Interested Party, the Town Manager shall confer with the Building Commissioner and shall recommend appropriate action to the Building Commissioner and to the Board of Selectmen.

22.3.5 Reports by Building Commissioner

The Building Commissioner shall file with the Town Manager each month a report that shall include all complaints of nuisance made to him during the prior month; all proceedings begun by him under this Bylaw; all pending complaints and all investigations and enforcement actions taken by him or referred to the Commissioner of Public Health. The report shall state the location of the premises, a summary of the nature of the complaint, the name of the Responsible Party(ies), and the disposition or the status of the matter.

Town of Ayer

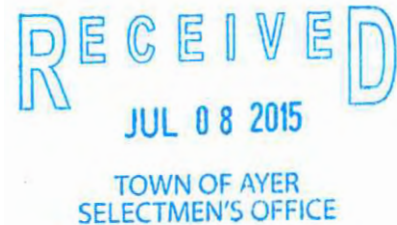
Department of Planning & Development

Upper Town Hall ♦ One Main Street ♦ Ayer, MA 01432 ♦ 978-772-8221 ♦ Fax: 978-772-8208



MEMORANDUM

TO: Board of Selectmen
FR: Alicia Hersey, Community Development Office
RE: Lien Subordination Request **CASE# 03-238**
DT: July 7, 2015



The property owner of housing at 114 West Main Street has requested the Town subordinate its mortgage on the property in favor of a new first mortgage.

Assessed Value of Property (FY15)	\$148,000.00
Appraised Value of Property (01/15)	\$218,552.00
First Mortgage (to be paid off)	\$86,226.24
Amount of Program Assistance (liens)	\$24,750.00
Proposed New Mortgage Amount	\$90,500.00
Proposed Total Loan Amount	\$143,565.51
Maturity Date of Program Lien	September 27, 2019

The borrowers are seeking to obtain a new mortgage to pay-off their first mortgage and obtain a better interest rate, lowering their monthly payment. The Town's lien is in force on this property until September 27, 2019.

Based upon the subordination policy approved by the Town and state Department of Housing and Community Development, "if total of liens is more than 65% but less than 80% of the appraised valuation, a recommendation to approve, or approve with conditions, will be made to the Board of Selectmen". In the current case, the outstanding liens will be equal to 65.69% of the appraised value of the property.

Therefore, in accordance with the Town's subordination policy, I recommend the Chairman of the Board sign the subordination of the Town's lien conditioned upon a new mortgage not to exceed \$90,500.00.

Town of Ayer

Office of Community & Economic Development

Town Hall ♦ One Main Street ♦ Ayer, MA 01432 ♦ 978-772-8206 ♦ Fax: 978-772-8208



TO: Ayer Board of Selectmen
FR: David Maher
RE: Economic Development Budget
Cc: Robert Pontbriand
DT: July 6, 2015

Honorable Members:

I will be coming before you on July 16th to request that you approve the additional line items that make up the budget funding for the Office of Economic Development. I am requesting that you approve the following totals:

- 1) \$43,196 from the Town's UDAG account *
- 2) \$19,490 which is support that comes from the Town's IDFA account. (See attached draft letter which will be approved by the IDFA at their 8:00 am July 14th meeting). Signed copy of the draft will be forwarded to the Town Administrator and added to BOS info as soon as the meeting is completed.

Thank you for your continued help and support of Ayer's Office of Economic Development.

David Maher
Town of Ayer
Office of Community and Economic Development

*Financial information provided by Ms. Gabree of Ayer Accounting Department

FOR 2015 12

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
030 HUB/UDAG FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED

30952 UDAG-ECONOMIC DEV DIRECTR							

30952 51000 ECONOMIC DEV DIRECTOR-	32,719	0	32,719	31,966.80	.00	752.20	97.7%
30952 51100 SALARY, PERMANENT	7,884	0	7,884	8,060.95	.00	-176.95	102.2%*
30952 52000 PURCHASE OF SERVICES	8,883	8398	8,883	4,172.26	.00	4,710.74	47.0%
30952 53400 COMMUNICATIONS	300	0	300	.00	.00	300.00	.0%
30952 54000 PURCHASE OF SUPPLIES	2,700	0	2,700	3,096.76	.00	-396.76	114.7%*
30952 57000 OTHER CHARGES & EXPENS	1,500	0	1,500	5,036.64	.00	-3,536.64	335.8%*
30952 57100 PROGRAMS EXPENSE	0	0	0	99.41	.00	-99.41	100.0%*
30952 57450 FRINGE BENEFITS	8,700	0	8,700	7,011.06	.00	1,688.94	80.6%
TOTAL UDAG-ECONOMIC DEV DIRECTR	62,686	0	62,686	59,443.88	.00	3,242.12	94.8%
TOTAL HUB/UDAG FUND	62,686	0	62,686	59,443.88	.00	3,242.12	94.8%
TOTAL EXPENSES	62,686	0	62,686	59,443.88	.00	3,242.12	

34369

David Maher ^{\$} 1316.80 /week X 52.2 weeks = 68,736.96
 ÷ 2

34,368.48

Alecia Hershey ^{\$} 20.11 /hour X 8^{*}/week X 52.2 wks = 8397.94

* FY15 Budgeted for 8 hours/week

Town of Ayer

Office of Community & Economic Development

Town Hall ♦ One Main Street ♦ Ayer, MA 01432 ♦ 978-772-8221 ♦ Fax: 978-772-8208



July 14, 2015

Ms. Jannice Livingston
Chairman
Ayer Board of Selectmen
Town of Ayer
1 Main St.
Ayer, MA

Dear Chairman Livingston:

This letter is to inform the Board of Selectmen that the Industrial Development Finance Authority for the Town of Ayer would like to continue to support the efforts of the Town's Office of Economic Development with the sum of \$19,490 (nineteen thousand, four hundred and ninety dollars). The members of the IDFA recognize and support Mr. Maher's efforts to develop and market the many economic development attributes of the Town of Ayer and its growing business community.

The IDFA as well strongly supports the BOS in our combined efforts to continue to make the Town's economic and business development a continuing priority and the IDFA recognizes and welcomes the progress that our combined investment in this important department and its work has made.

Therefore, the IDFA wishes to continue its support of the Office of Economic Development with the amount of funds previously mentioned and trust that our investment will continue to help our Town and its businesses prosper.

Sincerely,

Brian Anderson, Chairman
Ayer Industrial Development Finance Authority

June 2, 2015

Town Administrator Robert Pontbriand
c/o Ayer Board of Selectmen
1 Main Street
Ayer, MA 01432-1365

Re: Petition for Street Acceptance – Crabtree Development, LLC – Portions of Pingry Hill Subdivision

Dear Mr. Pontbriand and Members of the Board of Selectmen:

Our client, Crabtree Development, LLC, is completing construction of two streets in the Pingry Hill subdivision off Littleton Road: Hemlock Drive and a portion of Hickory Way. Crabtree would like a petition for street acceptance to be included in the warrant for the October 2015 fall Special Town Meeting.

Field survey crews are completing an as-built survey of the subdivision infrastructure corresponding to these streets. We are in the process of preparing the as-built plan required by Section III.B.7.a. of the Rules and Regulations Governing the Subdivision of Land in the Town of Ayer.

We will submit the as-built plan to you as soon as it is completed in August. Meanwhile, we respectfully request to be placed on the agenda of the July 14, 2015 Board of Selectmen meeting to discuss the street layout and acceptance process.

We suggest the following warrant language based on recent Ayer street acceptances:

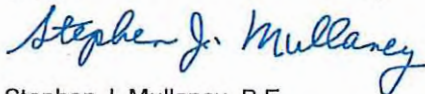
Article __.

To see if the Town will vote to accept the layouts of the following streets as public ways, the metes and bounds of which are on file in the office of the Town Clerk, and to authorize the Board of Selectmen to acquire by gift, purchase or eminent domain, fee interest or easement in such public ways and any and all easements related thereto, and further, to authorize the Board of Selectmen to enter into all agreements and take all related actions necessary or appropriate to carry out this acquisition, on such terms and conditions as the Board of Selectmen deems appropriate or take any action thereon or in relation thereto.

1. Hemlock Drive
2. Hickory Way from 225 feet beyond Old Farm Way to Hemlock Drive

Thank you for your consideration in this matter. Please contact us to confirm this course of action and to notify us of Board of Selectmen meeting times.

Very truly yours,
S. J. MULLANEY ENGINEERING, INC.



Stephen J. Mullaney, P.E.
President

Cc: client

From: Stephen Mullaney
Sent: Tuesday, June 02, 2015 12:46 PM
To: Robert Pontbriand
Subject: Public Way Layout & Acceptance Timeline for Hemlock Drive & Portion of Hickory Way

Dear Robert:

Crabtree Development, LLC is beginning to prepare as-built plans and install road bounds for the above-listed streets for consideration by the town for public acceptance. Attached file [2-CDC-060215-Phase III.B. Streets for Acceptance.pdf](#) depicts the streets schematically. The attachment [2-CDC-060215-Phase III.B. Asbuilt Areas.pdf](#) depicts the roadway, slope, drainage, and utility easements involved.

The proponent would like its petition to be processed in time for inclusion in the fall 2015 Special Town Meeting warrant. To that end, we respectfully suggest the following timeline for the various associated actions as prescribed in M.G.L. c. 82, §§17 through 32:

<u>Date</u>	<u>Action</u>
06/16/2015	Board of Selectmen receives Petition to Accept as Public Ways Deer Run, Partridge Run, and portions of Hickory Way and Old Farm Way
07/14/2015	Board of Selectmen meets with Petitioners' Representative to discuss Layout and Acceptance Process.
08/12/2015	Petitioners' Representative files plans, legal descriptions and related documents with Board of Selectmen.
08/18/2015	Board of Selectmen holds meeting to vote "Intent" to lay out public ways.
08/19/2015	Board of Selectmen forwards "Intent to Lay Out Public Ways" to Planning Board for non-binding recommendation.
< 45 days maximum >	
09/28/2015	Deadline for Planning Board to submit report on Layouts.
09/29/2015	Notices of Intent to Lay Out Ways are sent by First Class Mail to any owners of land to be taken for the way.
< 7 days minimum >	
10/06/2015	Board of Selectmen holds public meeting and votes to approve the layouts as shown on the metes and bounds plans.
10/07/2015	Board of Selectmen files with the Town Clerk the votes approving the layouts and the metes and bounds plans of the layouts.
< 7 days minimum >	
10/26/2015	Fall Special Town Meeting acts on acceptance of the ways.
< 120 days maximum >	
02/23/2016	Deadline for Board of Selectmen to acquire necessary land (easements) by purchase or acceptance of a gift.

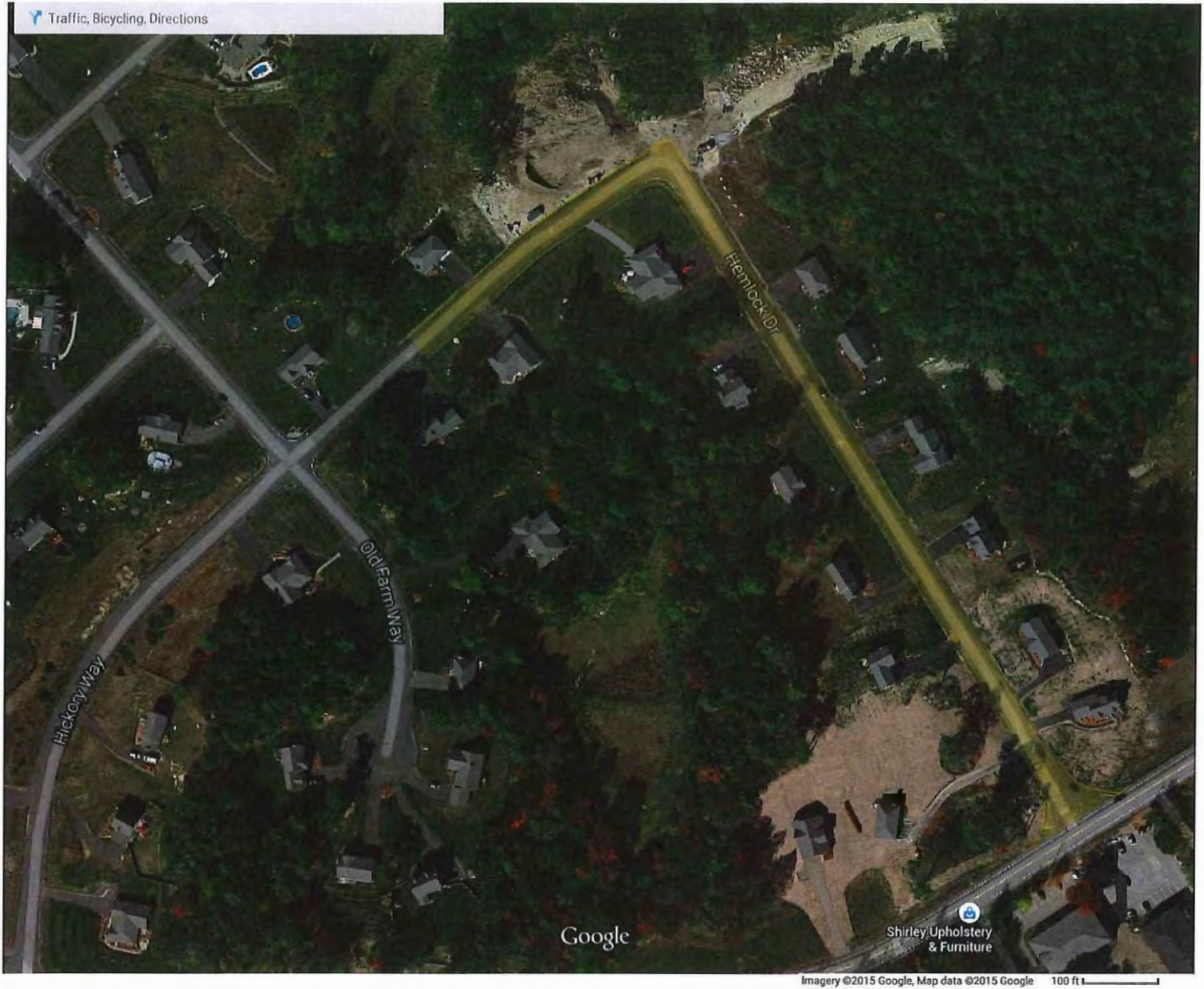
Please indicate any needed adjustments to this timetable. Thank you for your assistance in this matter.
Sincerely,

STEPHEN J. MULLANEY, P.E., PRESIDENT

S. J. MULLANEY ENGINEERING, INC.

CIVIL SITE DESIGN & PERMITTING

305 WHITNEY ST., SUITE G3, P.O. BOX 752, LEOMINSTER, MA 01453-0752 | T: 978 534-3131 x10 | F: 978 534-3197 | e: smullaney@sjmullaney.com



Pingry Hill Phase III.B. Streets
Proposed for Town of Ayer Public Way Acceptance
6 / 2 / 2015



Pingry Hill
Phase III.B.
Street Acceptance
1"=120'+/-
6/2/2015

Proposal for
Ayer Fire Department



Submitted by:

Larry Woodbury
Greenwood Emergency Vehicles
530 John Dietsch Blvd.
North Attleboro, MA 02763
508.809.9818

AYER FIRE DEPARTMENT



Robert J. Pedrazzi
Chief

1 WEST MAIN STREET
AYER, MASSACHUSETTS 01432
Tel. (978) 772-8231
Fax (978) 772-8230
firechief@ayer.ma.us

PURCHASE ORDER # 07092015FD

VENDOR: Greenwood Emergency Vehicles

Contract: Fire Chief of Massachusetts 2015 Ambulance
facilitated by MAPC

Date: July 9, 2015

Bill to: Ayer Fire Department
1 West Main Street
Ayer, MA 01432-1210
Contact: Robert J. Pedrazzi, Fire Chief 978-772-8231
Tax Exempt #04-6001078

Ship To: Ayer Fire Department
1 West Main Street
Ayer, MA 01432-1210

QUANTITY	DESCRIPTION	PRICE	TOTAL
1	2016 Horton Ford F550 4x4 Model 603 as defined in the July 7th 2015 proposal submitted by Greenwood Emergency Vehicles, Inc.	\$	237,855.89

TOTAL DELIVERED PRICE \$ 237,855.89

Jannice L. Livingston, Chair, Ayer Board of Selectmen Date

Gary J. Luca, Vice-Chair, Ayer Board of Selectmen Date

Christopher R. Hillman, Clerk, Ayer Board of Selectmen Date



Board of Selectmen

MEETING TUESDAYS AT 7:00 P.M. • UPPER TOWN HALL • 1 MAIN STREET • AYER, MASSACHUSETTS 01432



Tel. (978) 772-8220
Fax. (978) 772-3017

Town Administrator
(978) 772-8210

MEMORANDUM

DATE: July 9, 2015

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: Board of Selectmen Vote on the Life of New Ambulance

Dear Honorable Selectmen,

As the Board is aware the Ayer Town Meeting of May 11, 2015 authorized the borrowing and acquisition of a new ambulance not to exceed \$250,000.00.

Bond Counsel has advised that the Board of Selectmen are required to take a vote in open session on the life of the new ambulance which is ten (10) years in order to validate the borrowing amount.

Therefore the Board is respectfully requested by Bond Counsel to take the following vote:

Motion: That the maximum useful life of the new ambulance to be financed with the proceeds of the following borrowings authorized by the votes of the Town passed May 11, 2015 is hereby determine pursuant to G.L. C. 44 Section 7(9) to be as follows:

<u>Purpose</u>	<u>Borrowing Amount</u>	<u>Article</u>	<u>Maximum Useful Life</u>
Ambulance	\$250,000	21	10 years

Upon the Board's vote, the attached certification should be signed by the Clerk of the Board of Selectmen (Selectman Hillman).

If you have any further questions, please do not hesitate to contact me directly.

Thank you.

Attachment: Certification of Vote

Town of Ayer
Ayer Board of Selectmen
Certification of Vote

I, the Clerk of the Ayer Board of Selectmen of the Town of Ayer, Massachusetts, certify that at a meeting of the Board held on Tuesday, July 14, 2015 of which meeting all members of the Board were duly notified and at which a quorum was present, the following vote was unanimously passed, all of which appears upon the official record of the Board in my custody:

Voted: That the maximum useful life of the new ambulance to be financed with the proceeds of the following borrowings authorized by the votes of the Town passed May 11, 2015 is hereby determine pursuant to G.L. C. 44 Section 7(9) to be as follows:

<u>Purpose</u>	<u>Borrowing Amount</u>	<u>Article</u>	<u>Maximum Useful Life</u>
Ambulance	\$250,000	21	10 years

I further certify that the votes were taken at a meeting open to the public, that not vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was file with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town clerk is located, or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03 (2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberation or decision in connection with the subject matter of this vote we3re taken in executive session, all in accordance with G.L. c. 30A, Sections 18-25 as amended.

Dated: July 14, 2015



Christopher R. Hillman
Clerk of the Ayer Board of Selectman

RESERVE FUND TRANSFER REQUEST

Section I (Completed by Elected Official or Department Head)

This request for a transfer from the Reserve Fund is being made in accordance with M.G.L., Chapter 40, Section 6:

- 1 Amount requested: \$3,500.00

- 2 To be transferred to: Fire Department
A. Account Name: Call Overtime
B. Account #: 01220-51310

- 3 Present balance in budget \$438.08

- 4 The amount requested will be used for (please attach supporting information):
Pay remaining FY-15 bills (see attached spreadsheet)

- 5 The expense is extraordinary or unforeseen for the following reason(s):
Call overtime line item overspent due to several large fires this fiscal year, requiring overtime. Adding the additional personnel this FY increased the pool of members that use this line item.

July 6, 2015
Date


Elected Official or Department Head

Section II Action by Board of Selectmen or Appointing Authority when Section I not completed by an Elected Official

Transfer Approved: YES NO

Amount Approved: COPY

Date of Meeting: _____

Number Present/Voting _____

COPY
Chairman

Section III Action by Finance Committee

Transfer Approved: YES NO

Amount Approved: COPY

Date of Meeting: _____

Number Present/Voting _____

COPY
Chairman

07/01/2015 09:10
2481gabr

TOWN OF AYER
BUDGET REPORT

P 13
glytbud

FOR 2015 12

JOURNAL DETAIL 2015 1 TO 2015 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	1,479,789	46,556	1,526,345	1,497,153.38	.00	29,191.62	98.1%

** END OF REPORT - Generated by Lisa Gabree **



Ayer Fire Department
Budget Totals
From: 06/19/2015 Thru: 06/24/2015

Page: 1
07/06/2015

<u>Line Item Number</u>	<u>Description</u>	<u>Hours</u>	<u>Total</u>
01220-51100	FD SALARIES	628.50	17766.95
01220-51300	FD OVERTIME	319.00	10680.30
01220-51310	FULLTIME CALLBACK	11.00	501.55

Total Department Hours (Excluding Salary): 958.50

Total Department Gross: \$28,948.80

COPY

Signed: _____ Date: _____

Last FY-15 payroll totals

FY'15 Outstanding Bills		
Moore's	\$ 90.26	
Ayer Auto Parts	\$ 4.74	
Fitchburg Plumbing	\$ 108.11	
All Sports	\$ 95.98	
	\$ 304.94	
Laggis	\$ 104.85	
	\$ 10.74	
	\$ 109.90	
	\$ 55.92	
	\$ 129.95	
Northeast Promotion	\$ 251.95	
J & S	\$ 177.15	
	\$ 74.00	
Fire Tech & Safety	\$ 318.00	
Comcast	\$ 72.95	
Bergeron	\$ 317.00	
	\$ 609.56	
Verizon Wireless	\$ 217.10	
Aubuchon	\$ 8.09	
	\$3,061.19	Total

SALARY LINE ITEMS	7/1/15 budget report	remaining after last FY-15 payroll
	Call Pay 01220-51000	\$2,405.06
	Regular Salaries 01220-51100	\$14,107.21
	Overtime 01220-51300	\$1,744.71
	Call Overtime 01220-51310	-\$17,235.30
	Training replacement 01220-51320	\$509.39
Total salaries		\$1,531.07
SERVICE SUPPLY ITEMS		
	Services 01220-52000	-\$322.29
	Supplies 01220-54000	\$2,777.21
	Other Charges 01220-57000	-\$3,762.91
	Turn Out Gear 01220-58000	\$215.00
Total		-\$1,092.99
Grand total 7/1/15		\$438.08
Outstanding Bills		-\$3,061.19
Total transfer		-\$2,623.11

Board of Selectmen

MEETING TUESDAYS AT 7:00 P.M. • UPPER TOWN HALL • 1 MAIN STREET • AYER, MASSACHUSETTS 01432



Tel. (978) 772-8220
Fax. (978) 772-3017

Town Administrator
(978) 772-8210

MEMORANDUM

DATE: July 9, 2015

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: Sandy Pond School House Grant Agreement

Dear Honorable Selectmen,

Pursuant to the passage of Article 26 of the May 11, 2015, attached is final Sandy Pond School House Grant Agreement in the amount of \$5,000 as drafted by the Town, reviewed by Town Counsel, and reviewed by the Sandy Pond School House Association.

It is respectfully requested to vote to approve and sign the Grant Agreement. Mr. Irving Rockwood, President of the Sandy Pond School Association and Board Members will appear before the Board to sign the Grant Agreement as well.

If you have any questions regarding the Grant Agreement, please do not hesitate to contact me directly.

Thank you.

Attachment: Sandy Pond School House Grant Agreement

GRANT AGREEMENT

COPY

BETWEEN THE TOWN OF AYER AND THE SANDY POND SCHOOLHOUSE ASSOCIATION

This Agreement is entered into this 14th day of July, 2015, by and between the Town of Ayer, a municipal corporation duly organized under the laws of Massachusetts, acting by and through its Board of Selectmen, hereinafter referred to as the "Town"; and the Sandy Pond Schoolhouse Association, with a mailing address of P.O. Box 693, Ayer, Massachusetts, hereinafter referred to as the "Grantee".

WHEREAS, the Sandy Pond School is Ayer's oldest municipal building and only surviving single-room schoolhouse; and

WHEREAS, in 1908 the Town conveyed ownership of the Sandy Pond School to the Grantee; and

WHEREAS, the Grantee has maintained and preserved the Sandy Pond School for many years for the general public benefit; and

WHEREAS, the Grantee is seeking to have the Sandy Pond School listed on the National Register of Historic Places; and

WHEREAS, the Town has determined that this historic designation would be a public benefit and would serve the public good; and

WHEREAS, by vote taken at the May 11, 2015 Annual Town Meeting under Article 26, the Town approved funding to assist with such historic designation; and

WHEREAS, this funding is intended to carry out a public purpose of support and stimulation.

NOW THEREFORE, in accordance with the promises and mutual benefits to be derived by the parties hereto, the Town and the Grantee agree as follows:

1. The Town will provide the Grantee with a grant in the amount of Five Thousand Dollars (\$5,000) for the purpose of undertaking the historic designation process for the Sandy Pond School and its listing on the National Register of Historic Places, including all costs related thereto.
2. Grantee shall use all grant funds only for the purposes described in paragraph 1 of this Agreement and the Grantee agrees that the funds will not be used for any other purpose.
3. Any excess or unused funds shall be returned to the Town upon completion of historic designation of the Sandy Pond School and its listing on the National Register of Historic Places.
4. In the event Grantee fails to reasonably fulfill its obligations under the terms of this Agreement, which obligations consist of the timely preparation and submission of a set of nomination materials for the historic designation of the Sandy Pond School and its listing on the National Register of Historic Places that is consistent with Massachusetts Historic Commission and National Park Service requirements with respect to both content and quality, any funds paid to Grantee under this Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof, and Grantee shall be liable to repay to the Town the entire amount of funding provided under this Agreement, and the Town may take such steps it deems necessary, including legal action, to recover such funds. In the event that the Town takes legal

COPY

action under this Grant Agreement, Grantee shall pay any and all costs, including reasonable attorney's fees, expended by the Town in enforcing this Agreement.

5. The Town's sole obligation hereunder shall be to make the payment specified in paragraph 1 of this Agreement and the Town shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Town liable for any other obligation under this Agreement or to render any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Agreement.
6. This Agreement may not be modified or amended except by a written instrument signed by both parties to this Agreement.
7. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
8. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
9. This Agreement contains the entire understanding of the parties and supercedes all agreements or understandings, written or oral, made prior to the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF AYER
BOARD OF SELECTMEN

Jannice L. Livingston, Chair

Gary J. Luca, Vice Chair

Christopher R. Hillman, Clerk

SANDY POND SCHOOLHOUSE
ASSOCIATION

Mr. Irving Rockwood, President
Sandy Pond Schoolhouse Association

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: July 2, 2015
To: Board of Selectmen
From: Mark Wetzel, P.E., Public Works Superintendent
Subject: **July 14 Meeting Agenda Items**

1. Stony Brook Pumping Station Contract Execution - The contract for the construction of the Stony Brook Pumping Station with Waterline Industries Corp. of Seabrook, NH in the amount of \$616,677 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. A full copy of the contract document is available with the Town Administrator.
2. Out of Town Water and Sewer Connection Policy - Attached is a memo as requested by the Board.
3. West Main Street Stone Culvert Inspection – The Town Engineer and I did an inspection of the culvert over Nonacoicus Brook at West Main Street. This is downstream from the failed Shirley Street Bridge. The culvert is of similar construction to the Shirley Street Bridge, with cut stone abutments and a concrete deck. I will present a preliminary condition evaluation and recommendations for additional engineering evaluation.

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: July 1, 2015

To: Ayer Board of Selectmen / Water and Sewer Commissioners

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

Re: Application for Water and/or Sewer Service by Out of Town Properties

As requested at the June 2 BOS meeting, I have prepared a procedure for reviewing and approving water and sewer service connections out of town properties. Instead of implementing a separate policy, I recommend that the Water Rules and Regulations and Sewer Use Regulations be modified to include these procedures.

The purpose of these recommended procedures is to comply with Massachusetts General Laws and to protect the interests of the Town of Ayer.

There is a Town Bylaw related to this issue:

ARTICLE XVII - EXTENSION OF WATER AND SEWER LINES

"No permanent water or sewage line may be extended outside of the boundary of the Town of Ayer unless said extension be authorized by a vote of the Town at an Annual or Special Town Meeting."

Based on the Town Bylaw and MGL, I recommend the following changes to the Water Rules and Regulations and Sewer Use Regulations.

Water Rules and Regulations

1. Definitions – Add “Out of Town Water Service : Out of Town Water Service shall be any extension of the Town Water pipes to any property outside of the Town of Ayer boundaries. Determination of properties that are located partially in Ayer shall be based on the property address.”
2. Definitions – Add “ Inter Municipal Agreement: Inter municipal agreement is a legal document for the purpose of authorizing one municipality to perform a service for another.”
3. SECTION 5 – APPLICATION FOR SERVICE – Add “H. Applications for service from out of town shall be subject to a vote of the Town at an Annual or Special Town meeting. An inter municipal agreement between the Town of Ayer and the Town that the water service is located shall be executed prior to connecting to the Town of Ayer water system. The Applicant shall be responsible for all costs associated with the service connection, including

application fees, inspection fees and legal fees. The Applicant shall be responsible for obtaining any additional permits related to the extension of the Out of Town service.

Sewer Use Regulations (Note that we are in the process of revising the Sewer Use Regulations and the changes propose are related to the draft Regulations. I will present the revised Sewer Use Regulations to the Board for approval in September)

4. Section 1.4 Definitions – Add “46. Inter Municipal Agreement: Inter municipal agreement is a legal document for the purpose of authorizing one municipality to perform a service for another.”
5. Section 1.4 Definitions - Add “57. Out of Town Sewer Service and Sewer Connections: Out of Town Sewer Service and Sewer Connections shall be any extension of the Town sewer pipes to any property outside of the Town of Ayer boundaries. Determination of properties that are located partially in Ayer shall be based on the property address.”
6. Section 2.2 New Sewers and Sewer Connections, B. Application, Permits and Approvals – Add “2. Applications for sewer service and / or a sewer connection from out of town shall be subject to a vote of the Town at an Annual or Special Town meeting. An inter municipal agreement between the Town of Ayer and the Town that the sewer service is located shall be executed prior to connecting to the Town of Ayer sewer system. The Applicant shall be responsible for all costs associated with the sewer extension and connection, including application fees, inspection fees and legal fees. The Applicant shall be responsible for obtaining any additional permits related to the extension of the Out of Town service. All other requirements related to the size, type and location of the sewer connection shall be in accordance with the requirements of the Sewer Use Regulations.

Board of Selectmen

MEETING TUESDAYS AT 7:00 P.M. • UPPER TOWN HALL • 1 MAIN STREET • AYER, MASSACHUSETTS 01432



Tel. (978) 772-8220
Fax. (978) 772-3017

Town Administrator
(978) 772-8210

MEMORANDUM

DATE: July 9, 2015

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: Administrative Update for the July 14, 2015 Meeting of the Board of Selectmen

Dear Honorable Selectmen,

I offer the following Administrative Update for the period of June 16th thru July 14, 2015 for your information in addition to the following agenda items for your consideration at your July 14, 2015 Board Meeting. If you have any questions, please do not hesitate to contact me directly. Thank You.

Administrative Update:

With the successful conclusion of the May 11, 2015 Annual Town Meeting as well as the June 8, 2015 Super Town Meeting/Special Town Meeting; the Administration has been focused on the close out of the FY 2015 and the implementation of the FY 2016 Budget. All Department Head Annual Performance Evaluations have been successfully completed. Additionally with approval of the 2015-2016 Goals and Objectives by the Board, we have begun to plan and work on the successful completion of these various goals.

The Town Administrator, DPW Superintendent, and Town Engineer have met with Town Counsel to put together a comprehensive plan/strategy to address the Town's various unaccepted public ways. Preliminary planning work for the Comprehensive Plan Committee is underway in preparation for the Committee's first official meeting. The Open Space and Recreational Plan Committee are in the process of finalizing the update to the OSRP Plan (of which will be incorporated into the Comprehensive Plan).

Preliminary work on various policies occurred through June to include proposals pertaining to the Nuisance Bylaw; a proposed Chapter 61 Policy; revisions to the Valet Parking Policy; and a proposed Town BYOB Policy.

On July 4th, the Fourth of July Committee put on another extremely successful parade and fireworks. It is estimated that over 11,000 people came to Ayer to see the fireworks. A special thanks to Mr. David Maher, all of the Volunteers of the Fourth of July Committee, and all of the Sponsors for making this another successful July 4th Event!

On July 8th, the Town hosted a Park Street Pre-Construction Meeting with National Grid for all businesses and property owners on Park Street who will be impacted by the gas main replacement project to commence on July 13th. Approximately 25 business owners attended the meeting as well as representatives from National Grid, the Town Administrator, Chief Murray, Chief Pedrazzi, the Town Engineer, Town Clerk, and Selectman Luca. The Economic Development Office provided the outreach for the meeting. National Grid will be conducting weekly project meetings with APD, AFD, and DPW as the project commences.

On July 9th, the Town Administrator and Assistant Town Administrator met with a Holiday Light Consultant regarding the development of a proposal for a professional light display at the Rotary, Town Hall, and Downtown. More information to be forthcoming in August.

On July 8th, the Town Administrator at the request of the Personnel Board submitted the final job descriptions and a proposed Classification and Compensation Grid to the Personnel Board for their review and consideration with the goal of bringing this long standing project to a conclusion at the Fall Town Meeting.

The Facilities Department will be commencing with the carpet replacement project of the Town Hall Offices as approved by the May 11, 2015 Town Meeting starting the beginning of August.

Finally, though the Fiscal Year has just begun and summer is far but over, we have begun to look at preparing for the Fall Town Meeting on October 26, 2015 as well as the Budget Process for FY 2017. Thank you.

Designation of Special Municipal Employee :

After an eight month search and process, the Conservation Agent that was appointed by the Board on recommendation of the Conservation Commission gave her notice after one week to pursue a full-time position in another community. As a result, attached is the recent request for reconsideration by the Chairman of the Conservation Commission for the BOS to designate Ms. Gugino a Special Municipal Employee (See Attached).

After further consultation with Town Counsel, the only two legal mechanisms for this to happen would be:

1. Authorization of the individual as a Special Municipal Employee by the Annual Town Meeting including the setting of the salary/compensation by the Annual Town Meeting; or
2. The Conservation Commission Member would have to formally resign her position on the Commission for at least thirty (30) days to be then considered for the position as part of the hiring process.

Please see the attached legal opinion on this matter from Town Counsel dated March 12, 2015 (See Attached).

Updated Policy for Valet Parking:

At the April 21, 2015 the Board approved a Town policy for valet parking as a result of the recommendation(s) of a working group composed of the Chiefs, DPW Superintendent, Economic Development Director, Building Commissioner, and Town Administrator. Town Counsel has recommended the following revisions to this policy (See Attached). The Board is respectfully requested to review and vote the revised policy. Thank you.

Town BYOB Policy:

The Town of Ayer currently does not have a BYOB Policy. As the result of numerous requests from various Town restaurants, a working group composed of the Police Chief, Fire Chief, Building Commissioner, and Town Administrator drafted the attach BYOB Policy which was reviewed by Town Counsel (See Attached).

The Board is respectfully requested to review and consider approving this Town-wide BYOB Policy. Thank you.

Chapter 61 Policy Discussion:

With the ongoing issues surrounding MGL Chapter 61 designated lands in Ayer in addition to formal requests from the Conservation, Parks Commission, CPC, and at the request of the Board of Selectmen, attached is a proposed DRAFT Procedural Policy for the Town regarding any lands designated under MGL Chapter 61 (See Attached). The Board is respectfully requested to review and advise on how the Board would like to proceed with this policy/issue. Additionally, the Board should respectfully consider authorizing a formal response to each of these official correspondences on this issue. Thank you.

Planning Board Consultant Bylaw:

At the July 2, 2015 Meeting of the Ayer Planning Board, the Planning Board voted 3-1 to invoke the Town's Consultant Bylaw (See Attached) with respect to the Willows Project on Littleton Road. In consultation with Town Counsel, it is advised that this matter be referred back to the Planning Board requesting that the Planning Board: 1.) Formally vote and indicate which of the five (5) criteria does this project meet in terms of the Bylaw; and 2.) Submit a formal recommendation on a consultant and price. With that information, the Board of Selectmen can then proceed with final consideration of approval.

Appointments:

Please see the attached memoranda recommending Board approval of various appointments. Thank you for your consideration.

Robert Pontbriand

From: Bill Daniels <bdaniels3@gmail.com>
Sent: Wednesday, July 01, 2015 6:10 AM
To: Jannice Livingston; Robert Pontbriand; Chris Hillman; Gary Luca
Cc: Jessica Gugino; George Bacon; Takashi Tada (E-mail); Commission Town Emails
Subject: Re: Conservation Administrator vacancy situation

BOS Members and Mr. Pontbriand,

Good morning. Our search for an Administrator has been somewhat arduous and, now, frustrating as well. We found several good candidates, managed to hire one, and are now left without an individual to fill the spot. We begin again the tasks of re-opening the advertisements, interviewing, and checking references. Quite a bit for our volunteer commission.

But the business of the town must go on. There are neighbors with questions, applications for filings, the simple day to day, and the less simple interaction with the state's Department of Environmental Protection. None of these are being served when the town has no person in place and Jess Gugino has offered her time and effort to make sure the folks who need help have received it. Calls are being answered, advertisements are made for public hearings, and we have managed to maintain our relationships with applicants and the state alike. All from the sacrifice of one member who knows these are important for the town of Ayer. And, especially important, from one member who definitely does not want this situation to last. Jess would very much like for us to have a person in place to take on supporting the Commission. No one is happy with the present situation, and everyone is looking for the Conservation Administrator position to be filled permanently.

Please consider making Jessica Gugino a Special Municipal Employee to deal with the short-term needs of the town in supporting the Conservation Commission. We have all had the benefit of her assistance. It is only fair that she be compensated for her efforts while we search out a long term solution.

I would be pleased to discuss this with you at any time and have attached my personal cell. Thank you for your attention and I hope you enjoy your Fourth of July.

Bill Daniels

Chairman, Ayer Conservation Commission



On Mon, Jun 29, 2015 at 12:40 PM, Jessica Gugino <jessicagugino@comcast.net> wrote:

June 29, 2015

To the Board of Selectmen and Town Administrator Pontbriand,

As you may now have heard, the Conservation Administrator we recently hired (appointed June 16; first day June 18), called me Friday morning (June 26) to say that she has accepted a full-time position as Conservation Agent for Bolton, beginning July 6.

I have been filling in at the ConCom office since Becky DaSilva-Conde's last day on December 12, 2014. This has facilitated the Commission's smooth and uninterrupted service to the Town and its residents for the past 6 months. The idea of being compensated for handling the office was not initially mine, but when it was raised by others, it seemed worthwhile to pursue and, indeed, equitable. In consequence, the Town Administrator sought input from Town Counsel that resulted in a March 12 email from Attorney Mark Reich outlining the reasons why he did not think a Commission member should be compensated for temporarily undertaking the duties of a conservation agent.

In light of Michele Grenier's abrupt departure after only a week of filling our position, I would respectfully ask the Board of Selectmen, with Town Counsel, to reconsider Town Counsel's March 12 assessment.

Regarding G. L. c. 268A, Conflict of Interest Law, Mr. Reich noted the prohibition on a municipal employee (e.g. a Commissioner) also having a financial contract with the Town as a paid employee. An exemption exists for a town having a population of 3500 or less – obviously not Ayer. According to Mr. Reich, however, a second exemption exists wherein the Board of Selectmen can make a designation of "special municipal employee" and require that person to file a disclosure with the Town Clerk. I would respectfully ask the Board to make every effort to apply this exemption to my case at this time.

Town Counsel did weigh in on this to a limited degree with regard to G. L. c 268A, sec. 21A, prohibiting a member of a board from being appointed by that board to a position under the supervision of that board. An exemption to this section holds if the appointment is approved, and salary set, by Town Meeting vote. It strikes me, however, that if the Board of Selectmen were to make such an appointment, as detailed in the previous paragraph ("special municipal employee"), rather than the Commission, and if the position was supervised by, say, the Town Administrator's office rather than ConCom, the concerns of sec. 21A would be nullified.

The position of Conservation Administrator is specialized, requiring knowledge of the Wetland Protection Act and related permitting processes, as well as knowledge and experience in wetland delineation, soil sampling, and associated field work. It would be very difficult to employ the services of a temp agency for this purpose.

I have been meeting the Commission's office needs for 6 months now, without compensation and without complaint, contributing over 230 hours to this task. This time and the work involved is separate from, and in addition to, the time I give as a Commission Member and the Commission's Clerk. I have done this out of commitment to the Town and a sense of responsibility to the Commission and its good name. In the process, I believe I have more than adequately demonstrated that I am not trying to take advantage of the situation or the Town in any way. I also, however, do not want to be taken advantage of. I do not believe I am a permanent solution to our Commission's needs since we do need a person with true field work experience and expertise. However, given that this is a part-time, non-benefitted position requiring a uniquely specialized background, and given that it appears that it may yet take some time for us to fill this position with a candidate acceptable to all members of the Commission, I ask that the Board take a more considered look at the question of whether or not I might be **temporarily** compensated, going forward, until such time as a permanent replacement can be found.

Respectfully,

Jessica G. Gugino

Conservation Commission Member / Clerk

Jessica Gugino

[REDACTED]
Ayer, MA 01432

[REDACTED]
jgugino@ayer.ma.us

Robert Pontbriand

From: Mark R. Reich <MReich@k-plaw.com>
Sent: Thursday, March 12, 2015 12:56 AM
To: Robert Pontbriand
Cc: Carly Antonellis
Subject: RE: Town of Ayer: Appointed Conservation Member Compensated as Conservation Agent

Robert --

I have reviewed the issue of whether a member of the Conservation Commission may undertake the duties of a conservation agent and be compensated for that work.

Members of the Conservation Commission are deemed municipal employees for the purposes of G.L. c. 268A, the Conflict of Interest Law. The provisions of G.L. c. 268A, sec. 20 prohibit a municipal employee from having a financial interest in a contract with the Town. The compensated position of Conservation Agent would constitute a contract with the Town and so would fall within this prohibition, in my opinion. The statute provides a specific exemption for appointed officials in towns having a population of 3500 or less. This exemption would not apply to the Town which has a population in excess of 7000. A further exemption would apply if the position was designated as a "special municipal employee" by the Board of Selectmen, if the employee files a disclosure with the Town Clerk, and if the Board of Selectmen approves the exemption.

However, these circumstances also constitute a violation of G.L. c. 268A, sec. 21A, which prohibits a member of a board from being appointed by the board to a position under the supervision of that board. An exemption is available under this section of the statute where the appointment is approved by a vote at the Annual Town Meeting. Further, the salary for the position would need to be set by Town Meeting in accordance with the provisions of G.L. c. 41, sec. 4A.

Therefore, in my opinion, absent a vote of the Annual Town Meeting approving the appointment of a member of the Conservation Commission to serve as Conservation Agent and establishing the salary for that position, a member of the Commission could not serve in that position.

Please contact me with any further questions regarding this matter.

Mark

Mark R. Reich, Esq.
Kopelman and Paige, P.C.
101 Arch Street
12th Floor
Boston, MA 02110
(617) 556-0007 (voice)
(617) 654-1735 (fax)
mreich@k-plaw.com

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Carly Antonellis

From: Mark R. Reich [REDACTED]
Sent: Wednesday, May 13, 2015 4:42 PM
To: Robert Pontbriand
Cc: Carly Antonellis
Subject: RE: Town of Ayer FW: Draft Valet Parking Guidelines and Procedures
Attachments: KP-#521917-v1-AYER_Valet_Parking_Regulations.DOCX

Robert –

Generally, the Town may regulate the use of vehicles on public ways through the enactment of bylaws or regulations promulgated by the Board of Selectmen pursuant to G.L. c. 40, sec. 22. The proposed regulations for valet parking may, in my opinion, be adopted by the Board of Selectmen. Consideration may also be given to instead proposing adoption of the regulations by Town Meeting in the form of a bylaw, which could be enforced using the Town's non-criminal disposition process.

Attached is a redline version of the proposed regulations with my recommended revisions.

Please contact me with any questions or comments.

Thank you.

Mark

Mark R. Reich, Esq.
Kopelman and Paige, P.C.
101 Arch Street
12th Floor
Boston, MA 02110

[REDACTED]

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.

From: Robert Pontbriand [<mailto:ta@ayer.ma.us>]
Sent: Thursday, April 16, 2015 11:51 AM
To: Mark R. Reich
Cc: Carly Antonellis
Subject: Town of Ayer FW: Draft Valet Parking Guidelines and Procedures
Importance: High

Dear Mark,

FYI the attached. We have had a request from a restaurant on Main Street to implement Valet Parking. Attached is the DRAFT proposal for the BOS which will review and consider on Tuesday, April 21, 2015.

This was formulated by a working group consisting of the Chiefs, DPW Supt., Economic Dev. And my Office.

Would you kindly review and advise if there are any legal issues?

Thank you.

Sincerely,

Robert

Robert A. Pontbriand
Town Administrator

Town of Ayer
1 Main Street
Ayer, MA 01432
978-772-8220

From: Carly Antonellis [<mailto:cantonellis@ayer.ma.us>]
Sent: Wednesday, April 15, 2015 12:00 PM
To: Chief William Murray; Chief Pedrazzi; Mark Wetzel; David Maher; Robert Pontbriand
Subject: Draft Valet Parking Guidelines and Procedures

Good Afternoon Gentlemen –

I've attached the cleaned up version of the Valet Parking Guidelines and Procedures that we discussed yesterday. Please take a final look (I've added a few notes) and provide feedback as soon as possible. As soon as we receive feedback from all parties, we will send to counsel for a review.

Thanks so much!

Carly

Carly M. Antonellis
Assistant to the Town Administrator
Town of Ayer
1 Main Street
Ayer, MA 01432
978-772-8220
cantonellis@ayer.ma.us

Valet Parking Guidelines and Procedures

These regulations are promulgated by the Board of Selectmen pursuant to the provisions of G.L. c. 40, § 22 for the purpose of ensuring the safe operation and parking of vehicles on Town ways and to address the operation of valet parking services so as to not interfere with the safe passage of vehicles within the Town.

For the purposes of this section, a “valet parking service” shall mean a parking service offered, with or without a fee, to an operator or owner of a motor vehicle who is a patron, customer, visitor, employee, guest, invitee or licensee of any restaurant, store, hotel, club, business, institution or commercial establishment wherein the operator or owner delivers possession or control of the motor vehicle to an attendant commonly known as a valet who then transports, parks, stores, retrieves or delivers the motor vehicle.

Definitions

- Valet space: a 20-foot space on a public way along the curb in which the loading and unloading of possessions is legal.
- Director: Chief of Police of the Town of Ayer
- Valet: The operator who will drive a vehicle between the pickup/drop-off point and the parking area.
- Parking Area – an *off street private parking facility which is zoned by the Town of Ayer for commercial parking* ~~and for which or an off street private parking facility in which~~ permission has been granted to the applicant for valet use.

Procedure for Obtaining Valet Parking Spaces

The operator *or owner of the business seeking a valet service* shall submit an application to the Chief of Police, in a form approved by the Chief of Police, at least 30 days prior to the proposed starting date. The application shall include:

1. Name, address, phone number of business offering valet service.
2. Name, address, phone number of the valet service vendor.
3. A detailed plan of the proposed pick up/drop off area that shows the number of spaces required and that the area meets the requirements of the Massachusetts Architectural Access Board (MAAB) and the Americans with Disabilities Act (ADA) requirements. If the pickup/drop off area does not meet the MAAB and/or ADA regulations/requirements, a

~~plan shall be provided to address access a plan showing mitigation to relieve regulations/requirements issue.~~

4. A detailed plan of the proposed area to be used for parking.
5. A letter of agreement between the valet operator/provider and the business which is being served (if they are not one in the same) stating the financial arrangements including how and when the customer pays for the service if the business is using a private service for its valet needs.
6. A letter of agreement to access and use the proposed parking area which states the maximum number of valet vehicles allowed, and the total capacity of the facility.
7. A detailed plan of the proposed valet operation, including hours and days of operation; routes to and from the parking area(s); number of valets; location and design of the proposed valet parking sign.
8. Approval by signoff/ writing that the proposed valet service meets any rules and regulations of the Town of Ayers Police, Fire and Department of Public Works.
9. ~~A copy of the applicant's policy regarding handling of intoxicated drivers, to be updated and resubmitted to the Chief of Police. Each valet parking provider operating within the Town of Ayer must~~ annually, on or before July 1 of each year, ~~provide to the Chief of Police a copy of their policy regarding handling of intoxicated drivers.~~
10. Proof of Liability Insurance for both the business seeking valet service and the company who provides valet service.

Permit

1. The Chief of Police may issue a valet permit good for one year for the purposes of valet parking.
2. The Chief of Police shall reject any application which would, in the determination of the Chief, adversely affect public safety or interfere with the free flow of pedestrian or vehicular traffic during the valet operating hours.
3. The Chief of Police may promulgate ~~the required~~ traffic regulations relative to valet parking operations.
4. ~~The Chief of Police shall approve the~~ The design and location of the "valet" parking sign, in the form of a "sandwich board", shall be subject to review and approval of the Chief of Police. The applicant will be responsible for supplying and maintaining the approved sandwich board sign, as well as its placement in the valet space.
5. The cost for valet permit shall be \$100 annually.

Revocation of Permit

The Chief of Police may revoke a valet permit for any of the following reasons:

1. Double parking or double stopping at valet pick-up/drop off area;
2. Use of more valet space than permit allows;
3. Parking of vehicles on a public way by a valet;
4. Vehicle (s) waiting to use the valet parking service area creating a traffic safety problem; or
5. Situations created by the valet operation which adversely affect the safety of the general public or interfere with the free flow of pedestrian or vehicular traffic.

Upon receipt of a complaint, the ~~Chief of police~~ Police chief will notify the permit holder in writing. Failure to correct the complaint within ten days will result in revocation of the valet permit.

Special Provisions

Any permit issued under these guidelines and procedures shall not be valid during a declared snow emergency, construction of the public way within a block of the valet area or when parking is restricted near the valet area for any public purpose.

Size and Location of Valet Parking Zones

The Chief of Police shall determine the size (measured in linear feet) and location of a valet parking zone taking into account factors including, but not limited to: the seating capacity of the valet permit holder, the nature of its business, the hours of the valet service operation, and the proximity of the valet permit holder's business to the off street parking facility/area. In considering the seating capacity of the valet permit holder, as reflected in its fire assembly permit or as visually inspected by the Chief of Police, the Chief of Police may use the following general guidelines to determine an appropriate size for the valet parking zone:

100 or fewer seats – two (2) parking spaces

Length of Time Vehicle May Remain in Valet Parking Zone

Vehicles may remain in the valet parking zone of an establishment holding a valet parking permit during the hours of valet parking operation listed on the permit for not more than ten (10) minutes continuously, while engaged in the receiving or discharging of cars.

Special or One-Day Permits

The police department may, in its discretion, issue special or one-day permits for valet parking. Such permits shall, as determined by the department, comply with all of the provisions hereunder, and applications for such permits shall be submitted no later than five (5) days prior to the date of the event. The department shall consider requests less than five (5) days prior to the event only in extraordinary situations.

Identifying Florescent Vests for Valet Parkers

In the interest of protecting public safety and ensuring the visibility of valet operators, No valet parking operator who is engaged in providing valet services, including but not limited to receiving or discharging passengers from a vehicle, making arrangements to remove the vehicle to a designated off-street parking facility, parking a vehicle, or otherwise in control of a vehicle subject to valet parking requirements, may engage in such activities unless the valet parking operator is wearing a vest or shirt clearly marked "valet" across the back in reflective lettering that shall be highly contrasting with the background/field/screen (i.e. dark-colored reflective lettering on light-colored background or light-colored reflective lettering on dark-colored background); each individual letter of the word "valet" shall be no smaller than three inches (3") in height.

Compliance with these sections shall require the vest or shirt required to be the outermost garment worn by the valet parking operator.

From: Carly Antonellis [<mailto:cantonellis@ayer.ma.us>]
Sent: Tuesday, June 09, 2015 10:50 AM
To: Mark R. Reich
Cc: Robert Pontbriand
Subject: BYOB Policy

Good Morning Attorney Reich -

Robert asked me to send you the attached policy on BYOB. We have an establishment that is interested in pursuing this. We have solicited input from the Police and Fire Chiefs and have come up with the attached draft policy. Robert would like Counsel to review prior to the BOS consideration.

Please let me know if you have any questions. Thank you!

Carly

Carly M. Antonellis
Assistant to the Town Administrator
Town of Ayer
1 Main Street
Ayer, MA 01432
978-772-8220
cantonellis@ayer.ma.us

Carly Antonellis

From: Brian Riley [REDACTED]
Sent: Friday, June 19, 2015 11:27 AM
To: Carly Antonellis
Cc: Robert Pontbriand; Mark R. Reich
Subject: RE: BYOB Policy
Attachments: KP-#524654-v1-AYER_-_draft_BYOB_policy_.DOCX

Carly: Mark asked me to review the draft BYOB policy; I have done so and I approve the policy as to legal form, but I have added a couple of recommendations for additional language.

Most of the communities that I have seen regulating BYOB have done so as a condition of the common victualler license itself. I see no problem, however, in adopting this policy and having a separate "special permit" that is required to allow BYOB in a restaurant. I did add language in the last paragraph (#14), however, stating that if the permit is suspended or revoked, that shall be evidence of conducting the CV licensed business in an "improper manner." This would give the Board of Selectmen the option of considering action against the common victualler license as well, if the incident was deemed serious enough.

The other additions I made are in paragraphs 9 and 11, and relate to the businesses not charging a customer for opening a bottle, resealing it or providing a glass. As noted in the policy itself, the ABCC states that BYOB is not regulated under Massachusetts law, but the business cannot do anything that may be considered evidence of selling or delivering alcohol for a fee. I have previously discussed this issue with the General Counsel for the ABCC. The ABCC takes the position that it is illegal for an establishment holding a liquor license to allow BYOB by its patrons, but that otherwise the General Laws do not regulate the practice. The ABCC also takes the position that if the common victualler either (a) has a waiter handle the beverage and serve it to the patron for a fee or (b) charges a "corkage" or glass fee, this would constitute a delivery of alcohol or an indirect sale respectively and would be illegal without an alcoholic beverages license. If the licensee just opens a bottle, reseals it and/or provides a glass but does not assess any charge, in my opinion, there is no violation. I added language in 9 and 11 to prohibit any such charges.

Outside of these minor recommendations, the policy looks good. If there are further questions, please let me know.

Very truly yours,

Brian W. Riley, Esq.
Kopelman and Paige, P.C.
101 Arch Street
12th Floor
Boston, MA 02110

[REDACTED]

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Town of Ayer

Carry - In (Bring Your Own/BYOB) Beer, Wine and/or Malt Beverages Policy

Pursuant to Massachusetts Alcoholic Beverages Control Commission, if the establishment has a liquor license, then no one can carry onto the premises their own beer, wine or other alcoholic beverages for their own private consumption (so-called "BYOB" or "brown-bagging"). If the establishment does not have a liquor license, then one must check with the city/town in which the establishment is located to learn if there is any local law dealing with bringing one's own beer onto an establishment for personal consumption.

It shall be the policy of the Town of Ayer, through the Local Licensing Authority (the Ayer Board of Selectmen) to allow the possession and/or consumption of carry-in alcoholic beverages by a person of lawful age at only those full service restaurants (one which provides meals for consumption at tables served by wait staff) which have a Common Victualler license and have been issued a special permit by this licensing authority.

This issuance of a special permit is permissive and at the sole discretion of the licensing authority. Applicant shall complete a Carry-In Permit application and once generated posted visibly in the establishment.

A special permit for Carry-In alcoholic beverages shall be issued for not more than one year and must be reapplied for annually at the time of renewal of the Common Victualler's license. A special permit for Carry-In alcoholic beverages shall be issued in the name of the manager/owner and shall not be transferred to a new manager without prior approval of the licensing authority.

Definitions

- Carry-In: commonly referred to as BYOB
- Licensing Authority: Ayer Board of Selectmen
- Alcoholic Beverages: strictly limited to beer, wine and malt beverages

Conditions

1. The full service restaurant must have a valid Common Victualler's license that is in good standing and has been for a minimum of six months in conformance with the Board of Selectmen's licensing policy.
2. The full service restaurant may not hold any other type of liquor license.
3. Patrons are only allowed to carry in wine and beer for personal consumption in the full service restaurant. No more than one (1) 750 mL container of wine for every one or two patrons over the age of 21, or two containers of beer containing up to twenty four (24) ounces of beer in total will be permitted for consumption.
4. Patrons bringing in alcoholic beverages for their personal consumption must order food.
5. Carried in alcohol may not be consumed outdoors (patios, sidewalks, decks).

6. Restaurant is subject to compliance inspection by the Ayer Fire Department.
7. The wait staff serving a patron with carry-in alcoholic beverages must be 18 years of age or older. Bus staff under the age of 18 shall not be allowed to clear from tables any containers from which a carry-in alcoholic beverage was poured or consumed.
8. The manager of the restaurant must verify the age of any individual consuming the alcoholic beverages who appear to be under 30 years of age. Patrons under the age of 21, shall not be allowed to consume any carry-in alcoholic beverages.
9. Only one partially consumed bottle of wine per patron may be resealed and removed from the restaurant. A receipt that prominently displays the date of the purchase of the meal must be furnished to the patron. The receipt must show the purchase of the meal with a special notation made that the wine was carried in. Before permitting the carry out of a bottle of wine pursuant to this regulation, the holder of this permit or its designated employees must:
 - 1) Securely reseal the bottle of wine
 - 2) Place the resealed bottle in a one-time-use tamper-proof transparent bag that insures that the patron cannot gain access to the bottle while in transit after the bag is sealed
 - 3) Securely seal the bag
 - 4) Affix the receipt to the sealed bag

The permit holder may not charge a fee for resealing wine.

10. Beer and/or malt beverages may not be resealed and carried out.

11. No permit holder shall charge a corkage, glass or service fee regarding carry-in alcohol.

~~11. 12.~~ An on-site manager must be trained in an alcohol management or server training course (TIPS) and proof of training must be submitted to the licensing authority with initial application and subsequently with renewal.

~~12. 13.~~ Nothing in this policy shall preclude a full service restaurant from imposing additional limits or restrictions on patrons with carry-in alcoholic beverages.

~~13. 14.~~ If the business is not consistent with these regulations the licensing authority may, after notice and with a reasonable opportunity for a hearing, suspend or revoke this special permit. Any such suspension or revocation shall be deemed to be evidence of conducting the business in an improper manner pursuant to General Laws Chapter 140, Section 9.

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Fee \$100
Cash, Check or Money Order Payable
to the Town of Ayer



OFFICE OF THE BOARD OF SELECTMEN
TOWN OF AYER, MA

APPLICATION FOR CARRY-IN ALCOHOLIC BEVERAGE LICENSE
Beer, Wine and Malt Beverages Only

Application is hereby made for a Carry - In Alcoholic Beverage License

Please provide a copy of Training for Intervention Procedures "TIPS" Training for Onsite Manager

Section 1

Manager/Owner of Record: _____

Business Name: _____

Business Address: _____

Business Phone Number: _____

Section 2

Person (attorney if applicable) who can be contacted concerning this application

Name: _____

Mobile Phone: _____

Address: _____

Relationship to Business: _____

Section 3

Description of Premises

Seating Capacity: _____ Total Occupancy: _____

Hours and Days of Operation: _____

APPLICANT'S SIGNATURE: _____ **DATE:** _____

For Office Use Only

Selectmen's Meeting Date: _____ Proof of TIPS: _____

Date Fee Received: _____ Payment Type: _____

TAX COLLECTOR:

I certify that applicant is current on all local taxes, assessments, betterments or any other municipal charges.

Tax Collector

Date

[WORKING DRAFT]

**Town of Ayer
Board of Selectmen**

Town-Wide Policy Regarding Lands Designated Under MGL Chapter 61

It shall be the policy of the Town of Ayer that in the event that the Ayer Board of Selectmen are formally notified of any addition to, change of, and/or right of first refusal regarding lands under MGL Chapter 61, the Town shall follow the following policy:

1. Upon formal notification of an intent to sell and/or convert lands in the Town of Ayer under MGL Chapter 61, the Ayer Board of Selectmen will adhere to all of the legal procedures and parameters set forth under Massachusetts General Law Chapter 61;
2. Upon receipt of a legally sufficient Notice of Intent as proscribed under MGL Chapter 61, the Ayer Board of Selectmen will respond to that Notice of Intent including its right of first refusal in a duly posted, Open Session meeting of the Ayer Board of Selectmen in accordance with the Open Meeting Law. Furthermore this formal response will include the declaration of a Public Hearing to be conducted by the Ayer Board of Selectmen following the provisions and procedures of MGL Chapter 61;
3. The Public Hearing process shall serve as the working and deliberative forum for the Ayer Board of Selectmen to gather input from Town Boards, Commissions, Committees, and the Public as well as any relevant documents, reports, and/or studies to aid in its determination of whether to exercise the Town's right of first refusal to purchase the property in accordance with MGL Chapter 61;
4. All business and matters pertaining to the MGL Chapter 61 Process will be conducted in accordance with the Open Meeting Law; Public Records Law; and MGL Chapter 61. The minutes of all meetings and proceedings as well as written records (unless exempted by the Public Records law) will be available to the Public in the Ayer BOS Office at Town Hall and on the Ayer BOS Webpage.;
5. In the event that the Ayer Board of Selectmen after conducting the Public Hearing Process under MGL Chapter 61 vote to affirmatively execute the Town's right of first refusal to purchase/acquire said propert(ies), the Board of Selectmen shall conduct the purchase and sales negotiations subject to the Open Meeting Law and upon reaching a Purchase and Sales Agreement, the authorization to execute and purchase said Agreement is ultimately subject to an affirmative vote of the Ayer Town Meeting.

Policy adopted on _____ by a vote of the Ayer Board of Selectmen.



Town of Ayer
Community Preservation Committee
Town Hall * One Main Street * Ayer, MA 01432

June 22, 2015

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

Re: Policy and Process for Chapter 61 Right of First Refusal

Dear Select Board Members,

The Community Preservation Committee (CPC), at our meeting on June 3, 2015, discussed the value of having a specific policy and protocol established that indicates how the Board of Selectmen (BOS) will respond to a notification of option of right of first refusal (ROFR) for Chapter 61 lands. The ROFR is a powerful conservation option that towns in Massachusetts have for conserving properties. Ayer has historically lacked many opportunities for conservation of land in forest and agricultural use and has experienced what has been identified in a Mass Audubon study as the highest rate of development in Massachusetts in the last decade. When an option for ROFR is available, it is critical that the Town respond promptly, appropriately, and receive input from the relevant town bodies regarding the conservation option.

We respectfully request that the BOS establish a policy and process for evaluating the option and acting promptly and appropriately, as there is only a 120-day period from the notification of the option until a purchase and sale agreement is made with the seller. We request that we are notified, along with other relevant town commissions, namely the Planning Board, Open Space and Recreation Plan Committee, Conservation Commission, Historic Commission, Board of Assessors, Board of Health, DPW and water resource staff, and Parks Commission, within 3 days of the notification being received by the Town. A working group should thereafter be formed that would gather information to evaluate the conservation and financial considerations involved with potential protection of the land.

Please note, when residents of the Town of Ayer voted to pass the Community Preservation Act (CPA) surcharge back in 2001, one priority identified was to acquire open space areas for residents to enjoy. Additionally, when public input was solicited for the Community Preservation Plan (published in 2010), the overwhelming priority for use of CPA funds was determined to be protecting open space that would otherwise be lost to development. We take our community preservation duties very seriously. CPC is open and eager to consider any and all



Town of Ayer
Community Preservation Committee
Town Hall * One Main Street * Ayer, MA 01432

viable opportunities that might come our way for open space land acquisition, including the ROFR option under Ch. 61. Such land acquisitions could be used in a variety of ways to meet the needs of Town boards and residents. We would welcome the opportunity for CPC members to meet with the BOS to discuss our charter going forward, including how it can relate to Ch. 61 ROFR opportunities. We would be happy to meet with the BOS at one of your regular meetings, but would, of course, also welcome your presence at one of our monthly meetings

For your convenience, a draft policy for municipalities can be found within the resource entitled "Conservation and Land Use Planning under Massachusetts' Chapter 61 Laws", found at this link:

http://masswoods.net/sites/masswoods.net/files/pdf-doc-ppt/Mount_Grace_Ch61_Info.pdf

Additionally, examples of policies adopted by other towns can be found online:

Town of Shelburne example may be found at

http://masswoods.net/sites/masswoods.net/files/pdf-doc-ppt/shelburne_rofr_policy.pdf

Town of Plymouth example may be found at

http://www.plymouth-ma.gov/sites/plymouthma/files/uploads/chapter_61_internal_procedure.pdf

Please let us know if we can be of any assistance in developing this policy and procedure.

Regards,

Janet Providakes
Chair
Town of Ayer Community Preservation Committee

ecc: Robert Pontibrand, Carly Antonellis, Susan Copeland

Town of Ayer

CONSERVATION COMMISSION

Town Hall ♦ One Main Street ♦ Ayer, MA 01432
Phone 978-772-8249 ♦ Fax 978-772-8208



RECEIVED
JUN 01 2015

TOWN OF AYER
SELECTMEN'S OFFICE

May 30, 2015

Re: Policy and Process for Chapter 61 Right of First Refusal

Dear Selectboard Members,

The Conservation Commission, at our meeting on May 28, 2015, discussed the value of having a specific policy and protocol established that indicates how the BOS will respond to a notification of option of right of first refusal (ROFR) for Chapter 61 lands. The ROFR is a powerful conservation option that towns in Massachusetts have for conserving properties. Ayer has historically lacked many opportunities for conservation of land in forest and agricultural use and has experienced what has been identified by Mass Audubon as the highest rate of development in Massachusetts in the last decade. When an option for ROFR process is offered, it is critical that the Town respond promptly, appropriately, and receive input from the relevant town bodies regarding the conservation option.

We respectfully request that the BOS establish a policy and process for evaluating the offer and acting promptly and appropriately. We request that we are notified, along with other relevant town commissions and boards, namely the Planning Board, Open Space and Recreation Plan Committee, Community Preservation Committee, Historical Commission, Board of Assessors, Board of Health, DPW and water resource staff, and Parks Commission, within days of the notification being received by the Town. A working group should thereafter be formed that would gather information to evaluate the conservation and financial considerations involved with potential protection of the land.

A draft policy for municipalities can be found within the resource entitled "Conservation and Land Use Planning under Massachusetts' Chapter 61 Laws", found at this link:

http://masswoods.net/sites/masswoods.net/files/pdf-doc-ppt/Mount_Grace_Ch61_Info.pdf

Additionally, examples of policies adopted by other towns can be found online:

Town of Shelburne example may be found at

http://masswoods.net/sites/masswoods.net/files/pdf-doc-ppt/shelburne_rofr_policy.pdf

Town of Plymouth example may be found at

http://www.plymouth-ma.gov/sites/plymouthma/files/uploads/chapter_61_internal_procedure.pdf

Please let us know if we can be of any assistance in developing this policy and procedure.

Sincerely,

William R. Daniels, Chairman
AYER CONSERVATION COMMISSION

AYER PARKS DEPARTMENT

Town Hall • One Main Street • Ayer, MA 01432
978-772-8217 • 978-772-8222 (fax)



Re: Establishment of a Policy and Process for Chapter 61 Right of First Refusal Options

May 29, 2015

RECEIVED
MAY 29 2015

TOWN OF AYER
SELECTMEN'S OFFICE

Dear Board of Selectmen Members,

At our meeting on May 21, 2015, the Parks Commission discussed the value of having a specific policy and protocol established that indicates how the BOS will respond to a notification of the option of right of first refusal (ROFR) for Chapter 61 lands. The ROFR is a powerful conservation option that towns in Massachusetts have for conserving properties. Ayer has historically lacked many opportunities for conservation of land in forest and agricultural use and has experienced the highest rate of development in Massachusetts in the last decade, as identified by a Mass Audubon study. Lands coming out of Ch. 61 and conserved through the ROFR option can be used for recreational and other municipal purposes. When an option for ROFR process is offered, it is critical that the Town respond promptly, appropriately, and receive input from the relevant town bodies regarding the conservation option.

We respectfully request that the BOS establish a policy and process for evaluating the option and acting promptly and appropriately. We request that we are notified, along with other relevant town commissions, namely the Conservation Commission, Planning Board, Open Space and Recreation Plan Committee, Community Preservation Committee, Historic Commission, Board of Assessors, Board of Health, and all department heads, within 3 days of the notification being received by the Town. A working group should thereafter be formed that would gather information to evaluate the conservation and financial considerations involved with potential protection of the land.

A draft policy for municipalities can be found within the resource entitled "Conservation and Land Use Planning under Massachusetts' Chapter 61 Laws", found at this link:
http://masswoods.net/sites/masswoods.net/files/pdf-doc-ppt/Mount_Grace_Ch61_Info.pdf

Additionally, examples of policies adopted by other towns can be found online:

Town of Shelburne example may be found at
http://masswoods.net/sites/masswoods.net/files/pdf-doc-ppt/shelburne_rofr_policy.pdf

ARTICLE XXXVIII-A - CONSULTANT BY-LAW

The Town of Ayer shall have the right to charge any applicant or proponent of any project which requires the approval of a local board, official, or agency of the Town of Ayer pursuant to federal, state, or local laws or regulations, and which involves the construction, replacement, reconstruction, conversion, expansion or demolition of structures or facilities and which said final project:

(1) will generate more than 300 additional vehicle trips per day in the Town of Ayer, i.e. , either the trips start in the Town of Ayer or end in the Town of Ayer; or

(2) will constitute a residential development of more than 50 dwelling units; or

(3) will constitute a non-residential structure having greater than 25,000 square feet or more gross interior space or having more than 150 parking spaces; or

(4) Will constitute a non-residential structure having greater than 250,000 cubic feet interior space; or

(5) will have a total project cost of Two Million (\$2,000,000) Dollars or greater in 1989 dollars with an escalator tied to the Consumer Price Index for the greater Boston area. Said base Index will be for the month closest to the effective date of this by-law; a sum equal to the amount deemed by the town to be desirable or necessary to engage consultants, including but not limited to attorneys, engineers, or other consultants to review applications, plans, or other documents, whether technical or not, to ensure compliance with any laws or regulations, and to provide the town or boards with sufficient information to fully evaluate the project for the purpose of making a determination as to approval, modification or disapproval. the payment shall not be made into a revolving account but may either be paid directly to an independent consultant or into the general fund directly, at the option of the Board of Selectmen of the Town of Ayer. The fees shall be for various services rendered on behalf of the Town for the consultants, engineers, or attorneys in the review of the applicant process or any other technical data, regulation, or law necessary to review the proposal before the Town of Ayer or any of its boards, officers, elected officials, planning officials or any other individuals who must render any decisions on an application or petition. Examples of the various services to be rendered will be as follows: (a) for engineers to review applications, plans and technical data for subdivisions; (b) environmental consultants to review wetland law applicability; (c) attorneys, including Town Counsel, to review contractual obligations between the Town of Ayer or its officials, boards, or agencies and applicants. These examples are inserted merely for guidance and not to limit this by-law as to the types of petitions or applications that said by-law would apply thereto. The fee shall not apply to facilities and utilities defined as a public work in G.L.c.30, c.39M and G.L.c.149, s.44A.

The specific board, agency, commission or public official who has an application or petition before him or it for review that is governed by this consultant by-law shall make a request to the Board of Selectmen of the Town of Ayer to retain an independent consultant.

The Board of Selectmen of the Town of Ayer shall have the final decision as to the choice of any independent consultants, attorneys or engineers, following recommendation by the application or petitioner from a list of independent consultants, attorneys, or engineers compiled by the Town of Ayer. Said list shall be compiled subject to the requirements of any applicable law including the Town's public bidding by-law.

Voted: October 5, 1989 Approved by the ATTORNEY GENERAL January 8, 1990.

Robert Pontbriand

From: Jeremy Callahan <jcallahan@ayer.ma.us>
Sent: Tuesday, July 07, 2015 2:13 PM
To: Robert Pontbriand
Subject: Littleton Rd - Key Issues

Hi Robert:

Key issues for abutters of the Littleton Rd site include:

1. Traffic: even the applicant's report indicated traffic will have impacts. No mitigation is proposed. We should have another review of this (PB agrees). The applicant must also submit their traffic plan to MassDOT for review. This review is pending. DPW was only able to do a cursory review the traffic study. Police had no comment on the traffic study.
2. Lighting (site): the applicant claims that lighting meets requirements of bylaw. Neighbors are concerned site and building lighting will pollute their property. There was no comments about any lighting issues from the building department.
3. Lighting (from headlamps): abutters are concerned that headlamps from cars will have an impact despite mitigation with screening.
4. Screening: the landscaping needs some work to improve screening (PB agrees). There was no comment from building department on landscaping plans.
5. Foot traffic: paths for pedestrians need some more work (PB agrees)
6. Wetlands: abutters claim there are wetlands which have not been disclosed by applicant. ConsCom has indicated it is the applicant's responsibility to identify wetlands and make sure fuel tanks are at least 100' away. We need to clarify this (PB agrees). It sounds like there may have been wetlands at some point but they are gone now.
7. Decision: We could also use some expert advice in drafting our decision and incorporating solid enforcement mechanisms.

Thanks,

Jeremy

Board of Selectmen

MEETING TUESDAYS AT 7:00 P.M. • UPPER TOWN HALL • 1 MAIN STREET • AYER, MASSACHUSETTS 01432



Tel. (978) 772-8220
Fax. (978) 772-3017

Town Administrator
(978) 772-8210

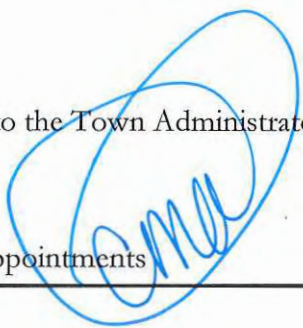
Memorandum

To: Ayer Board of Selectmen

From: Carly M. Antonellis, Assistant to the Town Administrator

Date: July 10, 2015

Re: Additional 2015 Committee Appointments



Greetings!

I am respectfully requesting that the Board of Selectmen appoint the following individuals to the below noted Boards. I have received confirmation from both individuals that they would like to serve another term.

Rich Guerriero	Water and Sewer Rate Review Committee	1 Year Term	Expires 6/30/2016
Robert Coleman	Cable TV Advisory Committee	3 Year Term	Expires 6/30/2018
Beth Sudemyer	Ayer Representative to the Nashua, Nissitissit & Squannacook Rivers NPS Wild & Scenic River Study Committee	Until Completion of Study	
Robert A. Pontbriand	Alternate Representative to the Nashua, Nissitissit & Squannacook Rivers NPS Wild & Scenic River Study Committee	Until Completion of Study	

Thank you for your consideration!



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

Tuesday June 16, 2015
Meeting Minutes

Broadcast and Recorded by APAC

Present: Jannice L. Livingston, Chair; Gary J. Luca, Vice-Chair; Christopher R. Hillman, Clerk
(Entered at 7:04 PM)

Robert A. Pontbriand, Town Administrator
Carly M. Antonellis, Assistant to the Town Administrator

Call to Order: J. Livingston called the meeting to order at 7:02 PM.

Review and Approve Agenda: R. Pontbriand asked to amend the agenda by adding the appointment of the Conservation Agent after Public Input. He also asked to have an item added to his report as item # 5 relative to Empire City's surrendering of their liquor license. G. Luca would also like to add a JBOS update under New Business.

Motion: A motion was made by G. Luca and seconded by J. Livingston to approve the agenda as amended.
Motion passed 2-0.

Announcements: J. Livingston stated that as previously voted on by the BOS, the Board's summer meeting schedule is as follows: July 14, 2015 and August 11, 2015. She also announced the Fourth of July Festivities schedule: the parade begins at 3:00 PM and the fireworks begin at dusk.

C. Hillman enters meeting at 7:04 PM.

Public Input: None

Appointment of Conservation Agent: Conservation Commission Chair Bill Daniels and members George Bacon and Jess Gugino were in attendance to notify the BOS that the Conservation Commission has completed their search for a Conservation Agent and are recommending Ms. Michele Grenier. Ms. Grenier briefly spoke to her qualifications.

Motion: A motion was made by G. Luca and seconded by C. Hillman to appoint Ms. Michele Grenier to the position of Conservation Agent. **Motion passed 3-0.**

Superintendent Mark Wetzel, Department of Public Works: M. Wetzel presented several items to the BOS.

Groton Sewer Interconnection – Mr. Bob Rafferty from Environmental Partners was in attendance to represent the Town of Groton for a discussion relative to the installation of sewers at the Four Corners area of Groton. They are proposing an interconnection to the Town of Ayer sewer on Westford Road. The Town of Groton is applying under the Commonwealth's MassWorks program later this summer and is looking for feedback from the Ayer BOS before the two towns enter into a Memorandum of Agreement (MOA). The project is

totally funded by Town of Groton and will not move forward without a successful award from the MassWorks program. The proposed MOA will be considered at a future BOS meeting.

Contract Extension for Wall Trucking (Sludge Hauling) – M. Wetzel is recommending a one year contract extension for Wall Trucking of Shrewsbury for sludge hauling.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve amendment #1 on the Wastewater Sludge Disposal Agreement between the Town of Ayer and Wall Trucking for the period of July 1, 2015 through June 30, 2016 with signature by the Chair. **Motion passed 3-0.**

Contract Extension for PJ Albert Company (Chapter 90 Paving) – M. Wetzel is recommending a one year contract extension for PJ Albert Company for paving under the Chapter 90 program.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve amendment #2 on the Road Paving Construction Agreement between the Town of Ayer and PJ Albert, Inc. for the period of June 16, 2015 through June 30, 2016 with signature by the Chair. **Motion passed 3-0.**

Award of Stony Brook Wastewater Pumping Station Bid – M. Wetzel stated that the bids for the Stony Brook Wastewater Pumping Station Replacement Project were opened on May 7, 2015 and is recommending the Town award the contract to Waterline Industries Corp. of Seabrook, NH for the base bid of \$616,677.

Motion: A motion was made by C. Hillman and seconded by G. Luca to approve the Notice of Award to Waterline Industries Corp. of Seabrook, NH for the base bid of \$616,677 with signature by the Chair. **Motion passed 3-0.**

Direct Network Services (Request to temporarily lease space in DPW) – M. Wetzel was approached by Direct Network Services in Littleton relative to a proposal to lease space in the DPW offices to install a small router and antenna. Direct Network Services is working with MassDOT and Raytheon testing an open road tolling system at the air field in Devens. The nearest Comcast connection is the DPW offices. M. Wetzel prepared a draft lease for the Board to review and consider.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the lease agreement between the Town of Ayer and Direct Network Services of Littleton contingent upon Town Counsel review. **Motion passed 3-0.**

Town Engineer's Report – Town Engineer Dan Van Schalkwyk gave a presentation to the BOS to update them on the progress he has made since being appointed, highlighted several projects he is working on and upcoming projects that the DPW will be working on.

Municipal Energy Technical Assistance (META) Grant – D. Van Schalkwyk presented an opportunity for the Town to apply for a municipal energy technical assistance grant through the Department of Energy Resources to be used for identifying efficiencies in the wastewater collection system.

Motion: A motion was made by G. Luca and seconded by C. Hillman to authorize the Dept. of Public Works to apply for the META grant with signature by the BOS. **Motion passed 3-0.**

Parks Commission Chairman Jason Mayo & Rec. Director Jeff Thomas: At the request of C. Hillman, Parks Commission Chairman Jason Mayo and Recreation Director Jeff Thomas were in attendance to start a conversation on the capital needs of the Parks Commission. J. Mayo and J. Thomas said that storage needs were immediate and there has been discussion about a longer term plan to construct a recreation facility. M. Wetzel stated that he is in the process of drawing plans for a storage unit for both equipment and vehicles for the Grove Pond Water Department garage, similar to what the Park Department would like to use for their

storage needs. M. Wetzel stated that to build both units at the same time would probably cost the Town less money and that he was happy to work with the Parks Commission. J. Livingston said that the Parks Commission has the support of the BOS and is hopeful they'll submit their proposal during next fiscal year's capital planning process.

Town Administrator's Report: R. Pontbriand gave a brief administrative update focusing on the Town's plan to address unaccepted streets, transferring of OPEB funds, working on closing out the FY '15 budget and working with the auditors for the annual audit.

Reserve Fund Transfer Request - R. Pontbriand then presented a request for a Reserve Fund Transfer in the amount of \$16,420 for Town Counsel legal services for unforeseen legal costs incurred since the FY'15 budget was approved by Town Meeting on May 12, 2014.

Motion: A motion was made by C. Hillman and seconded by G. Luca to approve the Reserve Fund Transfer to account 01151, Town Counsel services in the amount of \$16,420. **Motion passed 3-0.**

Finalization of Goals and Objectives for 2015-2016 – R. Pontbriand then presented the compiled list of Goals and Objectives for 2015-2016 for both the BOS and the Town Administrator.

Board/Committee Appointments

Motion: A motion was made by G. Luca and seconded by J. Livingston to appoint the following people to the following positions for a one year term to expire on June 30, 2016. **Motion passes 3-0:**

Jim Fay	Memorial Garden Committee
Mike Detillion	Memorial Garden Committee
Chuck McKinney	Memorial Garden Committee
Bob Eldridge	Memorial Garden Committee
Janet Lewis	Memorial Garden Committee
Pauline Hamel	MJTC Representative

Motion: A motion was made by G. Luca and seconded by C. Hillman to appoint the following people to the following positions for a three year term to expire on June 30, 2018. **Motion passes 3-0:**

Jess Gugino	Conservation Commission
Takashi Tada	Conservation Commission
Robert Hammond	Registrar of Voters
Ron Defilippo	Zoning Board of Appeals
Jeremy Callahan	Zoning Board of Appeals – Alternate
John Kilcommins	Capital Planning Committee

J. Livingston then recused herself for the following vote.

Motion: A motion was made by G. Luca and seconded by C. Hillman to appoint the following person to a three year term to expire on June 30, 2018. **Motion passes 2-0:**

John Ellis	Zoning Board of Appeals
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J. Livingston then rejoined the table.

Empire City (Surrendering of Liquor License) – C. Antonellis explained that the Town had received correspondence earlier in the day from the owner of Empire City that they would like to surrender their full liquor license immediately and that according to the ABCC the Board should vote to accept the surrendered license.

Motion: A motion was made by G. Luca and seconded by C. Hillman to accept the surrendering of the all alcohol license from Ho Hing Restaurant, Inc. d/b/a Empire City and issue a prorated refund for the months of July 2015 through December 2015 totaling \$1,500. **Motion passed 3-0.**

New Business/Selectmen's Questions:

Holiday Light Committee (Selectman Hillman) – C. Hillman and J. Livingston stated that the Holiday Lights Committee is looking for volunteers and are hopeful to have a meeting after the 4th of July festivities are over.

Compliance with MGL Chapter 32B 9 A 1/2 (Selectman Luca) – G. Luca then stated his frustration over the Town Treasurer not following state law specifically MGL c.32B, sec. 9 1/2A relative to retiree health insurance billing and receiving. He said it was fiscally irresponsible and leaves the Town exposed to legal action.

Motion: A motion was made by G. Luca and seconded by C. Hillman to authorize R. Pontbriand to further inquire with Town Counsel about what steps the BOS may take because the elected treasurer has not and will not comply with the law. **Motion passed 3-0.**

JBOS Update – G. Luca gave a brief JBOS update. The JBOS will be meeting on June 25, 2015.

Approval of Minutes:

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the meeting minutes of June 2, 2015. **Motion passed 3-0.**

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the meeting minutes of June 9, 2015. **Motion passed 3-0.**

Town Treasurer M. Stephanie Gintner: S. Gintner requested that the Board approve the sale of \$3,244,149 1% General Obligation Bond Anticipation Note. C. Hillman as Clerk of the Board read into the record the vote for authorization for sale of the bond.

Motion: A motion was made by C. Hillman and seconded by G. Luca to approve the sale of a \$3,244,149 1.00 percent General Obligation Bond Anticipation Note (the "Note") of the Town dated June 26, 2015 and payable on November 20, 2015, to TD Securities (USA) LLC at par, plus a premium of \$8,240.14.

Further Voted: that in connection with the marketing and sale of the Notes, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated May 27, 2015, and a final Official Statement

dated June 10, 2015, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver a significant events disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Notes for the benefit of the holders of the Notes from time to time.

Further Voted: that we authorize and direct the Town Treasurer to establish post issuance federal tax compliance procedures in such form as the Town Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Notes.

Further Voted: that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes. **Motion passed 3-0.**

Executive Session: A motion was made at 9:04 PM by J. Livingston and seconded by C. Hillman to enter into Executive Session pursuant to MGL c. 30A, sec. 21A Exemption #2 (Non-Union Personnel) for Fire Chief contract negotiations and to adjourn from Executive Session. G. Luca further stated that to discuss these matters in open session would negatively impact the Town's negotiating strategy. **By Roll Call:** J. Livingston, aye; G. Luca, aye; C. Hillman, aye. **Motion passes by roll call vote 3-0.**

Minutes Recorded and Submitted by Carly M. Antonellis

Minutes Approved by BOS: _____

Christopher R. Hillman, Clerk: _____