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TOWN CLERK
TOWN OF AYER

2015 AUG 28 PM 12: 21



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



Tuesday September 1, 2015
Open Session Meeting Agenda

- 7:00 PM **Call to Order**
Review and Approve Agenda; Announcements
- 7:05 PM* **Public Input**
- Superintendent Mark Wetzel, Department of Public Works**
1. Request for Sewer Abatement
 2. Approval of MOU for JAR Realty
 3. Approval of Drainage Easement for JAR Realty
 4. Intention to layout Mulberry Circle, Calvin St Extension, Blueberry Circle, Hibiscus Lane, Magnolia Drive and Samantha Lane.
 5. Transfer Station Update
- 7:20 PM **Ms. Alicia Hersey, Office of Community Development**
1. Lien Subordination Request Case #04-271
- 7:25 PM **Chief Robert Pedrazzi, Ayer Fire Department**
1. Acceptance of Donation to the Ayer Fire Department from F & P Willow Trust
- 7:30 PM **Senator Jamie Eldridge, Rep. Jen Benson and Rep. Sheila Harrington**
1. Legislative Update
- 8:00 PM **Town Administrator's Report**
1. Administrative Update
 2. Appointment of Conservation Administrator
 3. Appointment of Conservation Commission Member
- 8:10 PM **New Business/Selectmen's Questions**
1. Compliance with MGL Chapter 32B 9 A 1/2 (Selectman Luca)
- 8:15 PM **Approval of the Minutes**
August 11, 2015
- 8:20 PM **Adjournment**

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

DEPARTMENT OF PUBLIC WORKS

Mark L. Wetzel, P.E., Superintendent
Daniel Van Schalkwyk, P.E., Town Engineer



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

RECEIVED
AUG 27 2015

TOWN OF AYER
SELECTMEN'S OFFICE

MEMORANDUM

Date: August 26, 2015
To: Board of Selectmen
From: Mark Wetzel, P.E., Public Works Superintendent
Subject: **September 1, 2015 Meeting Agenda Items**

1. Request for Sewer Bill Abatement – Hillside Mobile Home Park. Due to a water pipe break in an unoccupied trailer, water from the leak was metered. An abatement for the sewer portion of the bill was requested and the DPW reviewed the request, based on past water usage. An abatement of \$2,453.82 for sewer only based on the calculated excess is recommended. See attached memo and related documents.
2. Approval of MOU for JAR Realty – JAR Realty Corp. (Catania Spagna) is constructing additional rail track and a building addition on the east side of their facility on NEMCO Way. This will require relocation of existing water and sewer pipes located in easements on their property. In addition, there are two existing easements that are no longer needed as there are no utilities in these easements and there are no plans /needs for the easements in the future. We will also be executing an easement agreement with JAR related to the Stony Brook Wastewater Pumping Station when the project is completed. Final easement agreements will require acceptance at Town Meeting. Attached is a draft Memorandum of Understanding (MOU). Town Counsel is working with Catania Spagna's attorney to finalize documents for the meeting.
3. Approval of Drainage Easement Confirmation Agreement for JAR Realty- Attached is the draft Easement Confirmation Agreement for execution by the Board. This easement is for JAR Realty (Catania Spagna) to discharge roof run-off onto Town property abutting their property and is permitted in accordance with the deed conditions included in the land transfer from San-Vel in 1982. Town Counsel is working with Catania Spagna's attorney to finalize documents for the meeting.
4. Request to the BOS to vote intention to layout Blueberry Circle, Calvin St Extension, Mulberry Circle, Hibiscus Lane, Magnolia Drive and Samantha Lane. The DPW has been actively evaluating the status, condition and priority for accepting the unaccepted streets in Town. We have identified 6 streets that are constructed in accordance with Town Subdivision Regulations and have sufficient plans and documents for Town Acceptance at Fall Town Meeting. See attached memo and motion.

DEPARTMENT OF PUBLIC WORKS

Mark L. Wetzel, P.E., Superintendent
Daniel Van Schalkwyk, P.E.

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

Memorandum

Date: August 25, 2015

To: Board of Water and Sewer Commissioners

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

Re: Request for Water and Sewer Bill Abatement
Hillside Mobile Home Park
25 Groton School Road

I received a letter from Mr. Robert Collins, owner of Hillside Mobile Home Park, dated August 11, 2015. Mr. Collins stated that there was a freeze-up and subsequent leak at an unoccupied property in the mobile home park, resulting in a very high water and sewer bill. Mr. Collins is requesting an abatement for the sewer portion of the water related to the leak, as this water did not enter the sewer system. His letter is attached.

The water usage for this period was 62,980 cubic feet (CF). We reviewed six years of past water usage records and water usage and determined that the past average usage for a similar period is 33,870 CF. Based on the average calculated usage we recommend that the sewer bill for this period be abated for sewer usage only for 29,110 CF. This results in an abatement of \$2,453.82.

Robert L. Collins
Attorney At Law
P. O. Box 2081
Westford, Massachusetts 01886

Telephone (978) 448-3511
Facsimile (978) 448-8511

Groton Office:
204 Gay Road
Groton, Massachusetts 01450

11 August 2015

Mr. Mark Wetzel, Superintendent
Ayer Department of Public Works
22 Brook Street
Ayer, MA 01432

RE: Hillside Mobile Home Park
25 Groton School Road
Account 245; Service ID 0300111500

Dear Mark:

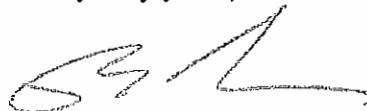
I am writing to you regarding a problem which occurred at my property last winter which impacted one of the two water services which serve this property.

We had an abandoned home which had a freeze prior to my having the home disconnected, causing the bill for the meter referenced above to be twice what it should have been. I have owned this property for thirty years, and the amount of water usage has been consistent. A review of this historical usage at this site would bear this out.

I understand that I have to pay for the water, but am respectfully requesting an abatement for half of the portion of the bill dated June 30th attributable to sewer, since this excess water did not enter the system.

Thanking you for your time and consideration, I remain

Very truly yours,

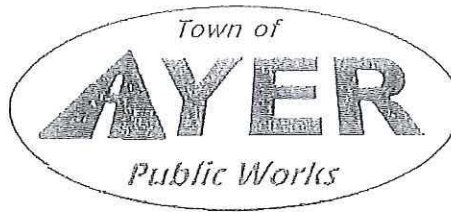


Robert L. Collins

RLC/jel

Enclosure

Visit www.ayer.ma.us for information about online payments, Town announcements and more.



Make Checks Payable and Remit to:
Town of Ayer
25 Brook St
Ayer, MA 01432

Water and Sewer Bill

ROBERT COLLINS
[REDACTED]
[REDACTED]

Service ID	[REDACTED]
Bill Date	06/30/2015
Due Date	07/30/2015
Account	[REDACTED]
Service Location	25A GROTON SCHOOL RD

Service Description	Previous Reading	Previous Date	Current Reading	Current Date	Usage	Charge
WATER	267,758	03/04/2015	274,056	06/01/2015	62980A	\$ 2,173.69
SEWER					62980	\$ 5,417.45

COPY

CURRENT CHARGES	AMOUNT PAST DUE	INTEREST DUE	TOTAL DUE
\$7,591.14	\$0.00	\$0.00	\$7,591.14

Messages:

See back of bill for additional information.

Please return bottom portion with your remittance

Customer	ROBERT COLLINS	Service ID	[REDACTED]
		Bill Date	06/30/2015
Service Location	25A GROTON SCHOOL RD	Due Date	07/30/2015
		Account	[REDACTED]

Make Checks Payable and Remit to:
Town of Ayer
25 Brook St
Ayer, MA 01432

ROBERT COLLINS
BOX 2081 PRESCOTT STREET
WESTFORD, MA 01886

TOTAL DUE	TOTAL REMITTED
\$7,591.14	

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "Memorandum") is made and entered into as of September 1, 2015, by and between **JAR Realty Corp.** (a/k/a JAR Realty Corporation), a Massachusetts corporation with a place of business at One Nemco Way, Ayer, Massachusetts 01432 ("JAR") and the **Town of Ayer**, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, having an address of 1 Main Street, Ayer, Massachusetts 01432 (the "Town"). JAR and the Town are referred to herein collectively as the "Parties" and individually as a "Party."

R E C I T A L S:

WHEREAS, JAR is the owner of a certain tract of land consisting of 9.82+/- acres with buildings and improvements thereon situated at, and known as One Nemco Way in Ayer, Massachusetts, described in deeds recorded with the Middlesex South Registry of Deeds in Book 56185, Page 107 and Book 64906, Page 567 (the "JAR Property"), which is shown as "N/F JAR Realty Corp." on the plan attached hereto as **Exhibit A** (the "Existing Conditions Plan"); and

WHEREAS, the JAR Property is situated adjacent to the west of a certain tract of land consisting of 13.3+/- acres and shown on the Site Plan as "N/F Cargill Incorporated" (the "Ardent Property"), owned by Ardent Mills, LLC, a Delaware limited liability company ("Ardent") and shown as "Ardent Property" on the Existing Conditions Plan; and

WHEREAS, the Town is the owner of a certain tract of land consisting of ____ +/-acres, described in a deed recorded with the Middlesex South Registry of Deeds in Book 14840, Page 146 (the "Town Property"), which is located southeasterly of the JAR Property and is shown as "N/F Town of Ayer" on the Existing Conditions Plan; and

WHEREAS, the Ardent Property is subject to a certain 40' utility easement for the benefit of the JAR Property (the "40' Utility Easement") created by that certain Grant of 40' Utility Easement, dated February 6, 1986, recorded with the Middlesex South Registry of Deeds in Book 16945, Page 378, shown on Plan 154 of 1986 and further shown on the Existing Conditions Plan as "40' Wide Utility Easement" (as a result of Ardent's recent sale and conveyance to JAR of a parcel of land in a deed dated February 3, 2015, recorded with the Middlesex South Registry of Deeds in Book 64906, Page 567, which parcel now comprises the easterly portion of the JAR Property, the westerly portion of the area of the 40' Utility Easement as shown on Plan 154 of 1986 is now located on the JAR Property); and

WHEREAS, the JAR Property is subject to a certain sewer line easement granted to John W. Leahy by Grant of Cross Easements dated September 30, 1985, recorded with the Middlesex South Registry of Deeds in Book 16618, Page 076 (the "Sewer Line Easement") and shown on the plan recorded with the Middlesex South Registry of Deeds as Plan No. 1664 of 1985 and further shown on the Existing Conditions Plan as "Sewer Line Easement"; and

WHEREAS, the JAR Property is also subject to a certain 20' wide public utility easement granted to the Town (the "20' Town Utility Easement") by that certain Grant of Easement dated November 22, 1983, recorded with the Middlesex South Registry of Deeds in Book 15345, Page

035, shown on Plan 1396 (A of 3) of 1983 recorded with said Registry, and further shown on the Existing Conditions Plan as “20’ Town Utility Easement”; and

WHEREAS, there are currently installed, within the area of the 40’ Utility Easement, a municipal water line (the “Water Line”) and a municipal sewer line (the “Sewer Line”, referred to herein with the Water Line as the “Municipal Utility Lines”), that are owned, operated and maintained by the Town; where the southwesterly terminus of the 40’ Utility Easement meets the Sewer Line Easement and the 20’ Town Utility Easement, the Sewer Line continues across the JAR Property via the Sewer Line Easement, and the Water Line continues southerly across the JAR Property via the 20’ Town Utility Easement; and

WHEREAS, JAR intends to expand the existing warehouse building on the JAR Property (the “Warehouse Building”) by constructing an addition on the easterly side of the Warehouse Building (the “Addition”), as shown on the site plan attached hereto as **Exhibit B** (the “Site Plan”); and

WHEREAS, the Addition will extend onto portions of the 40’ Utility Easement where the Municipal Utility Lines continue to be located, and will also extend across the northerly portion of the 20’ Town Utility Easement (extending from the southerly side of the Addition northerly to Nemco Way, referred to herein as the “Unused Portion”) in which the Town currently has no public utilities lines or facilities installed and which the Town has no present intention to otherwise utilize for any public or other purposes; and

WHEREAS, in order (among other purposes) to facilitate the relocation of the Municipal Utility Lines around the area of the Addition, JAR intends to enter into an agreement (the “Easement Agreement”) with Ardent, which will (i) relocate the southwesterly end of the 40’ Utility so that it runs to the east and south of the Addition and to add new areas along the westerly boundary of the Ardent Property; (ii) grant Ardent a reciprocal drainage and utility easement that will generally run north-south along the easterly boundary of the JAR Property; and (iii) further extend the reciprocal easement across an area of the JAR Property south of the Addition to connect to the existing Sewer Line Easement and 20’ Town Utility Easement on the JAR Property (all such easements are referred to collectively as the “New Utility and Drainage Easement”), as shown as “Proposed Utility and Drainage Easement” on the Site Plan; and

WHEREAS, the Town has agreed to confirm a certain drainage easement to JAR on the Town Property for the benefit of the JAR Property, in the form attached hereto as **Exhibit C**; and

WHEREAS, in further connection with the Addition, JAR and the Town have agreed to make certain grants and take other measures for their mutual benefit, all as is more fully set forth in this Memorandum.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Parties hereby agree as follows:

1. JAR Relocation of Municipal Utility Lines. Upon entering into the Easement Agreement with Ardent, JAR shall relocate the Municipal Utility Lines so that they run through the New Utility and Drainage Easement (substantially as shown on the Site Plan), provided that

such relocation work shall be performed by JAR at its sole cost and expense and without contribution by the Town.

2. JAR Grant of Town Water and Sewer Easement. Subject to the Town's acceptance of such grant at a duly noticed and constituted Town Meeting, JAR agrees to grant to the Town: (a) a water line and sewer line easement through those areas of the 40' Utility Easement on the Ardent Property, pursuant to rights of assignment and dedication in the instrument granting same to the owner of the JAR Property; (b) a water line and sewer line easement in those portions of the New Utility and Drainage Easement through which the relocated Municipal Sewer Lines will be located; and (c) a sewer easement through those portions of the Sewer Line Easement on the JAR Property. An easement instrument setting forth the foregoing easements will be hereafter prepared (the form of which shall be subject to the mutual agreement of the Parties, both of whom agree to work together in good faith to accomplish same), and the execution and recording thereof shall be subject to the Town's acceptance and approval of same by Town Meeting, as aforesaid. The Town hereby agrees to place an article on the warrant at the next Town Meeting, following substantial completion of the utility work to be completed by JAR as contemplated under this Memorandum, for a vote on the foregoing acceptance and approval, and further hereby agrees to support and seek passage of the warrant article to effectuate the letter and intent of this Memorandum.

The Parties acknowledge that there currently exists on the JAR Property (in the Sewer Line Easement Area) a sewer pump station that is used in connection with the Sewer Line (the "Pump Station"). It is anticipated that the Town will relocate the Pump Station to optimize the functionality of same with respect to the relocated Sewer Line (the new location of the Pump Station to be subject to prior approval of JAR, which shall not be unreasonably withheld), and the Parties agree that the Town will perform the relocation at its sole expense.

3. Town Release of Unused Portion of 20' Town Utility Easement. Subject to approval at the next duly constituted Town Meeting, the Town agrees to terminate, release and relinquish the Unused Portion of the 20' Town Utility Easement. A release instrument effectuating same will be hereafter prepared (the form of which shall be subject to the mutual agreement of the Parties, both of whom agree to work together in good faith to accomplish same), and the execution and recording thereof shall be subject to the Town's approval of same by Town Meeting, as aforesaid. The Town hereby agrees to place an article on the warrant for the next Town Meeting, following substantial completion of the utility work to be completed by JAR as contemplated under this Memorandum, for a vote on the foregoing release, and further hereby agrees to support and seek passage of the warrant article to effectuate the letter and intent of this Memorandum.

4. Town Confirmation of Drainage Easement. Immediately following execution of this Memorandum of Understanding by the Parties, the Town agrees to cause duly authorized officials or other signatories of the Town to execute and deliver to JAR the Easement Confirmation Agreement confirming the exercise of an existing drainage easement on the Town Property, in recordable form and otherwise substantially in the form attached hereto as Exhibit C.

5. Authority. Each of the Parties hereby represents and warrants that it is duly authorized to enter into and consummate the transactions contemplated by this Memorandum and that the person executing this Memorandum on its behalf is duly authorized to enter into this Memorandum.

6. Counterparts. This Memorandum may be executed in two (2) or more counterparts, each of which shall be an original but such counterparts together shall constitute one and the same instrument notwithstanding that both Parties are not signatories to the same counterpart. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Memorandum to physically form one (1) document.

7. Miscellaneous. The Recitals first set forth above and the exhibits attached to this Memorandum are incorporated herein by this reference. Time is of the essence. This Memorandum may be modified only by a written instrument signed by the Parties. The invalidity or unenforceability of any provision of this Memorandum does not affect the remainder of this Memorandum. This Memorandum shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

[Remainder of Page Intentionally Left Blank, Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding be executed as of the day and year first written above.

TOWN:

TOWN OF AYER, MASSACHUSETTS.
By Its Board of Selectmen

Jannice L. Livingston

Gary J. Luca

Christopher R. Hillman

JAR:

JAR REALTY CORP.
a Massachusetts corporation

By: _____

Name: _____

Title: _____

Duly Authorized

EXHIBIT A

Existing Conditions Plan

[Insert]

COPY

EXHIBIT B

Site Plan

[Insert]

COPY

EXHIBIT C

Easement Confirmation Agreement

[Insert]

COPY

EASEMENT CONFIRMATION AGREEMENT

This Easement Confirmation Agreement (this "Agreement") is made as of this ____ day of September, 2015, by and among the Town of Ayer, acting by and through its Board of Selectmen and its Conservation Commission, a Massachusetts municipal corporation, with a mailing address of One Main Street, Ayer, Massachusetts 01432 (hereinafter, the "Town") and JAR Realty Corp. (a/k/a JAR Realty Corporation), a Massachusetts corporation with a mailing address of One Nemco Way, Ayer, Massachusetts 01432 ("JAR"). The Town and JAR are sometimes referred to herein as, the "Parties" and individually as a "Party".

RECITALS

WHEREAS, the Town is the fee owner of a certain parcel of land in the Town of Ayer, County of Middlesex, Commonwealth of Massachusetts as more particularly described in a deed from San-Vel Concrete Corporation, dated December 6, 1982, recorded with the Middlesex South Registry of Deeds in Book 14840, Page 146 (the "Town Parcel"); and

WHEREAS, JAR is the fee owner of a certain tract of land in the Town of Ayer, County of Middlesex, Commonwealth of Massachusetts, as more particularly described in: (i) a deed dated December 22, 2010, recorded with the Middlesex South Registry of Deeds in Book 56185, Page 107; and (ii) a deed dated February 3, 2015, recorded with the Middlesex South Registry of Deeds in Book 64906, Page 567 (collectively, the "JAR Parcel"); and

WHEREAS, pursuant to that certain deed from San-Vel Concrete Corporation ("San-Vel") to the Town dated as of December 6, 1982 and recorded with the Middlesex South Registry of Deeds (the "Registry") in Book 14840, Page 146 (the "San-Vel Deed"), San-Vel reserved "to itself, its successors and assigns an easement to permit the drainage and flowage of water into or upon the granted premises from other land of [San-Vel]" (the "Drainage Easement"); and

WHEREAS, the JAR Parcel was formerly owned by San-Vel and as a successor to San-Vel, JAR is entitled to the benefit of the easement reserved by San-Vel in the San-Vel Deed; and

WHEREAS, JAR intends to construct a building and related improvements on a portion of the JAR Parcel for the use and operation of a proposed rail car enclosure (the "JAR Improvements"), which JAR Improvements include a roof drain system extending onto the Town Parcel, necessitating the exercise by JAR of the Drainage Easement; and

WHEREAS, the Parties are desirous of confirming that, pursuant to the Drainage Easement, JAR has the right to use, for the drainage and flowage of water into or upon, the Town Parcel within the area depicted as “Drainage Easement Area” on the plan attached hereto as **Exhibit A**, and more fully described in the legal description set forth in **Exhibit B** attached hereto (the “Drainage Easement Area”).

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement and for other good and valuable consideration, the Parties agree as follows:

1. **Confirmation of Easement.** The Town hereby confirms that JAR has the right and easement over the Town Parcel to permit the drainage and flowage of water into or upon the Town Parcel.

2. **Confirmation of Easement Location.** The Parties hereby confirm that, for purposes of the JAR Improvements, the Drainage Easement Area is located on the Town Parcel in the area depicted as Drainage Easement Area on the plan attached hereto as **Exhibit A**, and more fully described in the legal description set forth in **Exhibit B** attached hereto.

3. **Drainage Easement.** The Drainage Easement shall include, but not be limited to, the right in, upon, under, over, through, and across the Drainage Easement Area for purposes of construction, installation, maintenance, repair, replacement, and operation of all drainage pipes, culverts, level spreaders, cutoff walls and other drainage structures appurtenant thereto intended for drainage and stormwater management, and including the right to enter onto the Town Parcel for all purposes necessary, incident and related thereto, so long as the exercise of these rights of access and egress do not unreasonably interfere with the Town’s use of the Town Parcel.

4. **Indemnification.** JAR shall indemnify and save harmless the Town from and against any and all liabilities, damages, penalties or judgments, any and all actions, suits, proceedings, claims, demands, assessments, costs and expenses, including, without limitation, reasonable legal fees and expenses, incurred in enforcing this indemnity, arising from injury to person or property sustained by anyone in and about the Town Parcel resulting from any act or omission of JAR or its successors and assigns, tenants, agents, vendors, licensees, customers, employees and invitees. JAR shall, at its own cost and expense, defend any and all suits or actions, just or unjust, which may be brought against the Town or in which the Town may be impleaded with others upon any such above-mentioned matter, claim or claims, except for those arising from the affirmative acts, omissions or negligence of the Town, its successors and assigns, tenants, agents, representatives, vendors, licensees, customers, employees and invitees.

5. **Covenants Run With Land.** This Agreement shall be perpetual in nature, shall run with the land of the JAR Parcel and the Town Parcel, and shall benefit and be binding upon each of the Town and JAR, their successors and assigns. Any transferee of the JAR Parcel or the Town Parcel, or any part thereof, shall automatically be deemed to have assumed all obligations set forth herein, and to have agreed to comply with the provisions hereof.

6. **Duration.** This Agreement shall continue in perpetuity; provided, however, that if any term or provision hereof would otherwise be unlawful and void or voidable for violation of

the rule against perpetuities or any other common law or statutory rule pertaining to the duration of such easements and rights, then such term or provision shall be effective only until the date which is twenty-one (21) years after the death of the last surviving descendant, currently living, of the former Presidents of the United States alive on the date of this Agreement. If the filing of any recorded extensions may prolong the duration of such restrictions, then such extensions shall be recorded at the appropriate time.

7. Applicable Law/Severability. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts. If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision, to any other person or circumstance shall not be affected thereby; the remainder of this Agreement shall be given effect as if such invalid or inoperative portion had not been included.

8. Cancellation/Modification. This Agreement (including exhibits) may be modified or canceled only by mutual agreement of the Parties or their successors or assigns as set forth in a written document and which shall be effective upon recording with the appropriate recording office.

9. Counterparts/Entire Agreement. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

10. Reserved Rights. Insofar as the proper use and function of the areas of the Drainage Easement confirmed hereunder are not impaired, the Town shall retain the right to the normal use and enjoyment of the Drainage Easement Area for access, egress, or any similar purpose and any other use not inconsistent with the rights and privileges of the other Party hereunder.

11. Retained Rights in Easement. JAR reserves for itself, its successors and assigns, any and all drainage easement rights over other portions of the Town Parcel that may exist, as set forth in the San-Vel Deed or otherwise, and does not, by entering into this Agreement, waive, relinquish or terminate any such rights.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed under seal as of the date and year first written above.

JAR REALTY CORP.,
a Massachusetts corporation

By: _____

Name: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2015 before me, the undersigned notary public, personally appeared _____, as _____, of JAR REALTY CORP., a Massachusetts corporation, and proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image; oath or affirmation of a credible witness known to me who knows the above signatory; my own personal knowledge; to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.

Notary Public
My Commission Expires:

TOWN OF AYER,
By Its Board of Selectmen

Jannice L. Livingston

Gary J. Luca

Christopher R. Hillman

COMMONWEALTH OF MASSACHUSETTS
Middlesex, ss.

On this 1st day of September, 2015 before me, the undersigned notary public, personally appeared _____, member of the Ayer Board of Selectmen, and proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image; oath or affirmation of a credible witness known to me who knows the above signatory; my own personal knowledge; to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.

Notary Public
My Commission Expires:

TOWN OF AYER,
By Its Conservation Commission

William R. Daniels

Jessica G. Gugino

Takashi Tada

George D. Bacon, Jr.

COMMONWEALTH OF MASSACHUSETTS
Middlesex, ss.

On this 10th day of September, 2015 before me, the undersigned notary public, personally appeared _____, member of the Ayer Conservation Commission, and proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image; oath or affirmation of a credible witness known to me who knows the above signatory; my own personal knowledge; to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A
EASEMENT PLAN

COPY

EXHIBIT B

LEGAL DESCRIPTION OF DRAINAGE EASEMENT AREA

Beginning at a point on the property line between Cargill A.M. Holdings, LLC and the Town of Ayer, said point being N 64° 93' 05" E, 118.76 feet from the southerly intersection of the said properties;

Thence N 64° 43' 05" E, 21.72 feet by the said property line to a point;

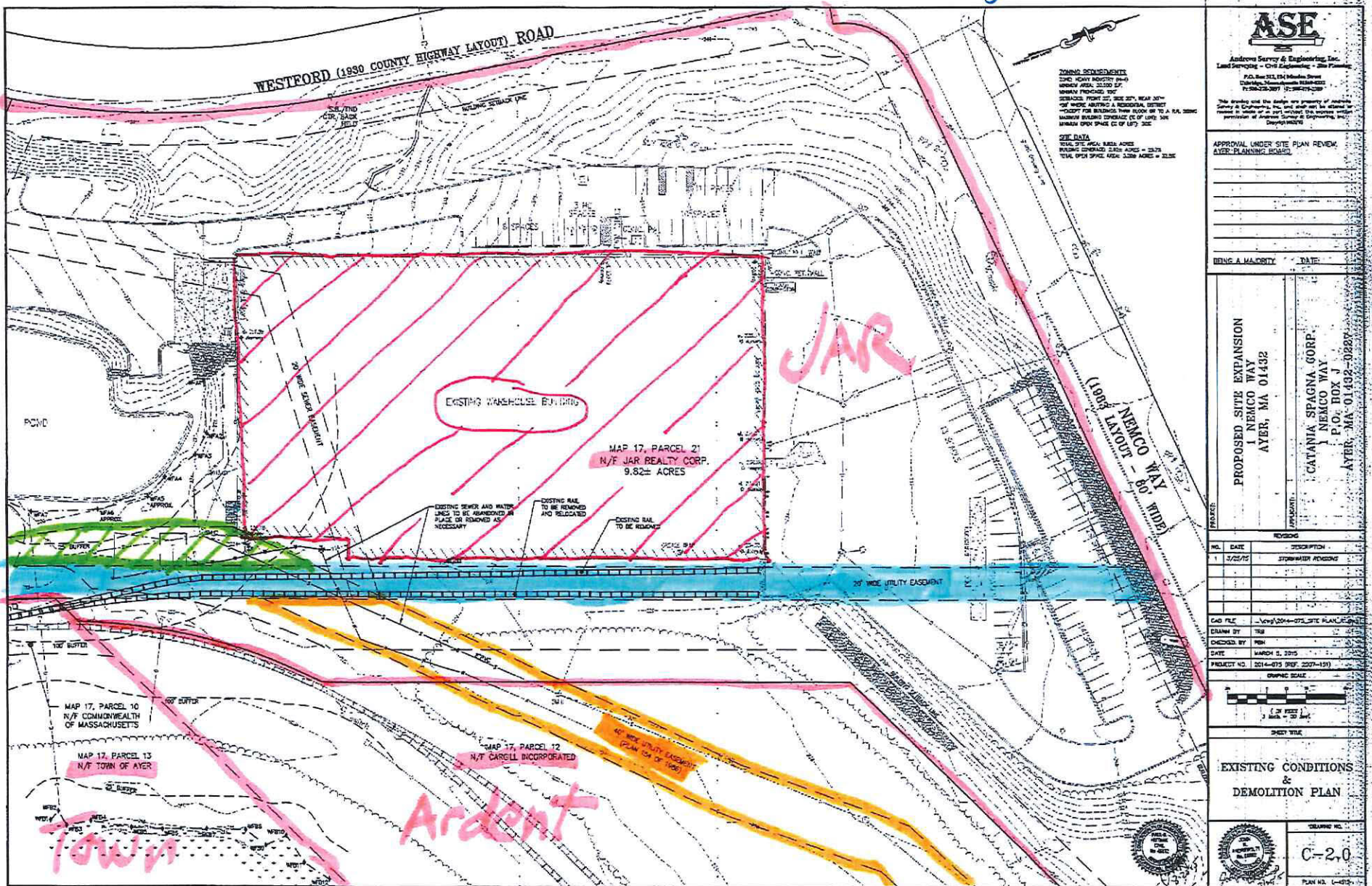
Thence S 48° 15' 16" E, 72.47 feet to a point;

Thence S 41° 44' 44" W, 20.00 feet to a point;

Thence N 48° 15' 16" W, 106.47 feet to the point and place of beginning containing 1,534 square feet of land more or less.



Existing Conditions



PLANNING REQUIREMENTS
 ZONE: HEAVY INDUSTRIAL (HI-1)
 MINIMUM AREA: 20,000 SQ. FT.
 MINIMUM PROPOSED LOT SIZE: 10,000 SQ. FT.
 MINIMUM FRONT SETBACK: 20 FT. NEAR 30% SLOPES; 10 FT. ELSEWHERE NEAR 30% SLOPES; 5 FT. ELSEWHERE NEAR 15% SLOPES; 0 FT. ELSEWHERE NEAR 5% SLOPES.
 MINIMUM BUILDING COVERAGE: 25% OF LOT AREA.
 MINIMUM OPEN SPACE: 10% OF LOT AREA.

SITE DATA
 TOTAL SITE AREA: 28.5 ACRES
 BUILDING COVERAGE: 25%
 TOTAL OPEN SPACE: 14.25 ACRES



Andrew Servey & Engineering, Inc.
 Lead Designer - Civil Engineering - Site Planning
 100 MILL STREET, SUITE 200
 CHATHAM, MASSACHUSETTS 01928
 TEL: 508-237-2007 FAX: 508-237-2008

This drawing and the design are property of Andrew Servey & Engineering, Inc. and shall not be altered or reproduced in any way without the written consent of Andrew Servey & Engineering, Inc. Date: 3/22/15

APPROVAL UNDER SITE PLAN REVIEW:
 AYER PLANNING BOARD

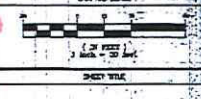
DRWG. NO. & DATE

PROPOSED SITE EXPANSION
 1 NEMCO WAY
 AYER, MA 01432

CATANIA SPAGNA CORP.
 1 NEMCO WAY
 P.O. BOX J
 AYER, MA 01432-0287

NO.	DATE	DESCRIPTION
1	3/22/15	STORMWATER DESIGN

CAD FILE: 150304-01-SITE PLAN.dwg
 DRAWN BY: TSB
 CHECKED BY: PSH
 DATE: MARCH 5, 2015
 PROJECT NO.: 2014-075 (REV. 2007-151)



EXISTING CONDITIONS & DEMOLITION PLAN

DRAWING NO.: C-2.0
 PLAN NO.: C-402

- = Existing 40' Utility Easement
- = Existing 20' Town Utility Easement
- = Existing Sewer Easement

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: August 21, 2015

To: Ayer Board of Selectmen

From: Dan Van Schalkwyk, P.E., Town Engineer
Mark Wetzel P.E., Public Works Superintendent

Re: Intention to Layout Roads for Acceptance

The DPW has compiled a Town-wide inventory of accepted/unaccepted roads and has identified the following roads which appear to meet the Town's current standards (i.e. subdivision regulations):

- Calvin Street Extension
- Blueberry Circle
- Mulberry Circle
- Hibiscus Lane
- Magnolia Drive
- Samantha Lane

The roads listed above were generally constructed between 10 to 20 years ago and were not accepted at the time of completion. The roads appear to be constructed according to their approved subdivision layouts as confirmed by field verification. In general, there's some deterioration of these roadways, such as pavement cracking, etc., which is expected for roads that were constructed between 10 to 20 years ago. The DPW recommends the Board of Selectmen vote intention to layout these streets as public ways as the first step toward road acceptance.



AYER DPW
 Proposed Street Acceptance
 September 2015

Board of Selectman Vote of Intention to Lay Out Calvin Street Extension, Blueberry Circle, both within the Fletcher's Pond Estates; Hibiscus Lane, Mulberry Circle, and Magnolia Drive, all within the Crabtree Heights Development; and Samantha Lane within the Sandy Hollow Development; and
Refer to Planning Board

MOVED: Having considered the proposed layout of Calvin Street Extension, Blueberry Circle, Hibiscus Lane, Mulberry Circle, Magnolia Drive, and Samantha Lane as public ways in the Town, as shown on plans entitled "Subdivision Plan Fletcher's Pond Estates Ayer, Massachusetts, Prepared For: Vesper Woods Development Corp., P.O. Box 989 Westford, MA 01886 dated August 20, 1997, Scale 1"=40' ", "Plan of Land in Ayer, MA prepared for Badger Corp., January 22, 1996 Whitman & Bingham Associates, Inc., Registered Professional Engineers & Land Surveyors, 510 Mechanic Street, Leominster, Massachusetts, 01453", "Crabtree Subdivision No. 1 Modified Definitive Subdivision Plan of Land in Ayer, Massachusetts (Middlesex County), Scale 1" = 40', dated September 19, 1992", "Definitive Subdivision Plan Crabtree Estates II Ayer, Massachusetts Prepared For: Crabtree Development 6 Mulberry Circle, Ayer, MA 01432 dated August 11, 1994", "Definitive Plan "Sandy Hollow" Plan of Land in Ayer, Mass., prepared for Woodwright Construction Co., Scale 1"=40', August 15, 1989, Schofield Brothers Inc., Professional Land Surveyors & Engineers, 626 Main Street, Bolton, Mass., 01740, revised: 9/20/1989, 2/9/1990", which plans are recorded with the Middlesex South District Registry of Deeds as Plans #510 of 1998, #371 of 1996, #221 of 1993, #1027 of 1994, and #618 of 1990, respectively, the Board hereby deems that public convenience and necessity require the layout of said roads in the manner shown on said plans, and refers the proposed layouts to the Planning Board for its report thereon, pursuant to G.L. c.41, §8II.

Dated this ____ day of September, 2015

TOWN OF AYER
By Its Board of Selectmen

~~ORIGINAL~~ COPY

Letter to Planning Board

From the Board of Selectmen

Subject: Layout of Roads - Calvin Street Extension, Blueberry Circle, Hibiscus Lane, Mulberry Circle, and Magnolia Drive and Samantha Lane

At a duly noticed meeting of the Board of Selectmen held on September ____, 2015, the Board of Selectmen voted its intention to lay out as public ways as follows:

Calvin Street Extension and Blueberry Circle as shown on plans entitled "Subdivision Plan Fletcher's Pond Estates Ayer, Massachusetts, Prepared For: Vesper Woods Development Corp., P.O. Box 989 Westford, MA 01886 dated August 20, 1997, Scale 1"=40' ",

Hibiscus Lane, Mulberry Circle, Magnolia Drive as shown on plans entitled "Plan of Land in Ayer, MA prepared for Badger Corp., January 22, 1996 Whitman & Bingham Associates, Inc., Registered Professional Engineers & Land Surveyors, 510 Mechanic Street, Leominster, Massachusetts, 01453", "Crabtree Subdivision No. 1 Modified Definitive Subdivision Plan of Land in Ayer, Massachusetts (Middlesex County), Scale 1" = 40', dated September 19, 1992", "Definitive Subdivision Plan Crabtree Estates II Ayer, Massachusetts Prepared For: Crabtree Development 6 Mulberry Circle, Ayer, MA 01432 dated August 11, 1994"

Samantha Lane as shown on plans entitled - "Definitive Plan "Sandy Hollow" Plan of Land in Ayer, Mass., prepared for Woodwright Construction Co., Scale 1"=40', August 15, 1989, Schofield Brothers Inc., Professional Land Surveyors & Engineers, 626 Main Street, Bolton, Mass., 01740, revised: 9/20/1989, 2/9/1990",

The Board of Selectmen hereby submits the layout petition and plans for said roads to the Planning Board for its comments and recommendations pursuant to G.L.c. 41, §§ 81G and 81I.

Please review the enclosed layout and plans and provide, in writing, your comments and/or recommendation within forty-five (45) calendar days of the date of this letter relative to the acceptance of the layout of the above listed streets as Town ways.

Following the required notifications, the Board of Selectmen will hold a public hearing by placing the issue of the layout of these roads on the Board of Selectmen's agenda. At that time, the Board of Selectmen will vote whether to lay out Calvin Street Extension, Blueberry Circle, Hibiscus Lane, Mulberry Circle, and Magnolia Drive and Samantha Lane as Town ways and to place an article on the warrant for the next scheduled Town Meeting for the acceptance of said roads.

Thank you for your cooperation.

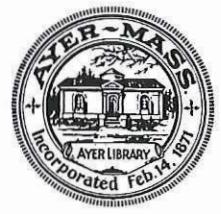
COPY
Jannice L. Livingston, Chairman
Board of Selectmen

DRAFT

Town of Ayer

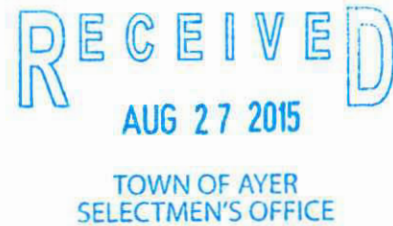
Department of Planning & Development

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# 04-271**
DT: August 26, 2015



The property owner of housing at 19 Pine Ridge Drive has requested the Town subordinate its mortgage on the property in favor of a new first mortgage.

Assessed Value of Property (FY15)	\$202,200.00
Appraised Value of Property (7/15)	\$270,000.00
First Mortgage (to be paid off)	\$209,000.00
Amount of Program Assistance (liens)	\$12,082.70
Proposed New Mortgage Amount	\$214,194.00
Proposed Total Loan Amount	\$226,276.70
Maturity Date of Program Lien	August 10, 2020

The borrower is seeking to obtain a new mortgage to pay-off her first mortgage and obtain a better interest rate. This will save her almost \$200 a month on her mortgage. The Town's lien is in force on this property until August 10, 2020.

Based upon the subordination policy approved by the Town and State Dept. of Housing and Community Development, "a recommendation to approve with conditions, or to deny, will be made to the Board of Selectmen" where outstanding liens are more than 80% of the fair market value of the property. In the current case, the outstanding liens (first mortgage and CDBG lien) will be equal to 83.81% of the appraised value of the property.

At this time it is the Board's decision whether to approve or deny the subordination of the Town's lien for a first mortgage in the amount of \$214,194.00. Since the owner is refinancing to obtain a better interest rate and the only equity being taken out of the home is the closing costs, the Town's position will not be changing.

AYER FIRE DEPARTMENT

Robert J. Pedrazzi
Chief

1 West Main Street
Ayer, Massachusetts 01432
Tel. (978) 772-8231
Fax (978) 772-8230



RECEIVED
AUG 27 2015

TOWN OF AYER
SELECTMEN'S OFFICE

August 27th 2015

To: Board of Selectmen

From: Chief Robert Pedrazzi

Subject: Monetary donation to Fire Department

Dear Selectmen,

The Fire Department is in receipt of a donation from F & P Willow trust in the amount of \$5,000. Upon receipt of this donation Town Council was contacted for the appropriate procedure to accept this gift.

Below are Attorney Reich's comments:

The acceptance of gifts of funds is governed by the provisions of G.L. c. 44, sec. 53A which states in pertinent part as follows:

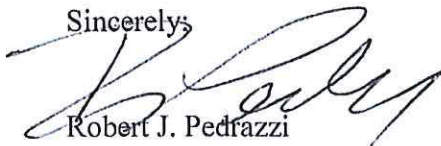
An officer or department of any ... town ... may accept grants or gifts of funds from the federal government and from a charitable foundation, a private corporation, or an individual, or from the commonwealth, a county or municipality or an agency thereof ..., and in the case of any other grant or gift may expend such funds for the purposes of such grant or ... in towns with the approval of the board of selectmen.

Thus, the Chief may accept the gift on behalf of the department and may expend the gift for the purpose for which it was given with the approval of the Board of Selectmen. No Town Meeting action is required, and the funds may be deposited by the Treasurer in a separate account and held for that purpose and expended without further appropriation pursuant to the statute.

It is important that the gift include a specification as to its purpose, i.e. for use by the Fire Department for equipment or other specified use, so as to avoid the necessity of appropriation.

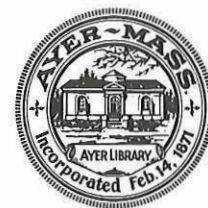
The purpose of this gift is to provide equipment to the Fire Department.

Sincerely,


Robert J. Pedrazzi
Fire Chief



Office of the Ayer Board of Selectmen
Office of the Ayer Town Administrator



Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | Fax 978-772-3017 | www.ayer.ma.us

MEMORANDUM

DATE: August 28, 2015

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand, Town Administrator

SUBJECT: Administrative Update for the Period of August 14, 2015 to September 1, 2015

Dear Honorable Selectmen,

At your Board meeting on Tuesday, September 1, 2015 I will offer a brief oral Administrative Update highlighting the major activities and projects of the Administration over the period of August 14, 2015 to September 1, 2015. Below, I have highlighted some of these for your review and as always if you have any questions, please do not hesitate to contact me directly.

Administrative Update:

FY 2016 is well underway. The Administration has been largely focused on the closing out of FY 2015 as well as preparing various projects and initiatives as authorized by the Board and/or Town Meeting for FY 2016.

1. Town Hall Office Carpet Replacement Project: The replacement of all of the Town Hall Office Carpets is well underway as authorized by the Board and Town Meeting. The project will be completed by September 24, 2015.
2. Non-Union Personnel Compensation Study: Working with the Personnel Board over the last three months, the Non-Union Personnel Compensation Study will be ready for consideration by the Special Fall Town Meeting. On August 18, 2015 the Personnel Board voted to approve the final job descriptions for the study as well as a final classification and compensation plan. The Personnel Board will conduct a Public Hearing on Wednesday, September 2, 2015 at 7pm regarding their recommendations for Town Meeting.
3. The ZBA recently granted needed permits/variances for the Old Fire Station Project. Upon expiration of the legal appeal period, this project will be in position to proceed.
4. Over the last three months, the Administration has been working on the pre-planning necessary to officially start the Comprehensive Plan Review and Update Process. The first

official meeting of the Comprehensive Plan Committee is scheduled for the end of September.

5. The Administration working with the I.T. Committee is in the process of finalizing the proposed Town Website Redesign and Update. Additionally efforts continue by I.T. for the implementation of expanded on-line payments as well as on-line permitting. The new website will be designed to support these initiatives. The new Boards and Commissions application (designed to track vacancies, etc.) is implemented at this time.
6. The proposed Nuisance Bylaw Amendment/Update will be in final DRAFT form for consideration/discussion by the Board at your September 15th meeting.
7. The proposed Town Free Cash Policy is under review and we are awaiting comment from the Finance Committee and plan to have that ready for consideration/discussion by the Board at your September 15th meeting.
8. The Energy Committee continues to work on various energy conservation initiatives and projects which include: application for a DOER Green Communities Technical Grant for improvements to the Water and Wastewater Pumps. Additionally the development of a RFP for a town solar field at the capped landfill is underway. The Town has two Towns ahead of it on National Grid's list regarding the purchase of the Town's street lights. The Energy Committee is also working with Prism Energy regarding a no-cost energy audit for a new projects for the next round of Green Communities Grant Funding for March 2016.
9. Though we are only two months into FY 2016, the FY 2017 Budget Process will soon be underway with Capital Planning convening in October; Water and Sewer Rate Review convening in September; and the Tax Classification in November. Additionally, the Auditors will be scheduled to appear before the BOS this Fall regarding the recent Management Letter and Audit.
10. Finally, Dr. Malone has reported that the ASRSD is prepared to start another successful school year beginning with Staff returning on August 31, 2015

Conservation Appointments:

Conservation Administrator: On Thursday, August 27, 2015 the Conservation Commission voted to recommend Mr. Brian Colleran be appointed to the position of Conservation Administrator (see attached materials)

Brian P. Colleran

SUMMARY OF QUALIFICATIONS

- Eleven years of ecological restoration in fluvial, wetland, riparian, and upland ecosystems
- Authority on invasive species management, with a specialty in Japanese Knotweed
- History as an effective communicator in journalism, opinion, and peer reviewed (2014, 2015) print formats; and as an instructor in higher education, inter-agency ecological workshops, and community outreach events

RELEVANT WORK EXPERIENCE

2014 – Present: Consulting Ecologist, Polatin Ecological Services Natick, MA

- Survey partner properties in detail, and create detailed GIS maps of invasive species infestations
- Develop and implement site-specific ecological restoration strategies
- Complete site visits, bid proposals, and ecological assessments on public and private lands

2012 – 2013: Invasive Species Biologist, Vermont Agency of Natural Resources Essex Junction, VT

- Successfully implemented statewide Early Detection & Rapid Response management to control the spread of Japanese Knotweed following Tropical Storm Irene
- Created guiding documents articulating strategy, resource management, and policy for terrestrial invasive plant management in Vermont
- Mapped invasive roadside plants along the entire Vermont interstate system, using GIS on an iPad
- Consulted with Vermont's Agency of Transportation to improve roadside mowing practices
- Led Early Detection outreach efforts for an aquatic invasive discovered in a popular reservoir

2011: Fisheries Technician, U.S. Fish & Wildlife Service Essex Junction, VT

2010: Environmental Analyst, AgRefresh Burlington, VT

- Please see attached recommendation letters for two previous positions

2008 – 2009: Project Manager, San Joaquin River Parkway and Conservation Trust Fresno, CA

- Designed and implemented invasive species removal, re-vegetation, and GIS mapping projects in riparian ecosystems in partnership with landowners, farmers, and government
- Constructed a quarter-mile educational trail, in partnership with local service organizations
- Successfully executed an appropriated \$100,000 incomplete project under budget and on time
- Selected and supervised contractors and volunteers for ecological restoration projects
- Conservation easement monitoring

EDUCATION

2007: M.S. in Resource Ecology Management, Concentration in Conservation Biology and Ecosystem Management. University of Michigan.

2003: B.S. in Biology, B.A. In Sociology. Providence College.

SKILLS & EXPERIENCES

- Town of Natick Conservation Commissioner
- Herbicide certifications in several states and U.S. Forest Service Chainsaw Certification
- Participant in several controlled burns
- Two peer-reviewed publications, and service as a referee as in the peer review process
- NCAA Division I Track and Cross Country; and PSIA Level III Certified Telemark Ski Instructor

August 11, 2015

Office of the Board of Selectmen
Mr. Bill Daniels; Chair Conservation Commission
Ayer Town Hall
1 Main Street
Ayer, MA 01432

Dear Mr. Bill Daniels and Ayer Board of Selectmen,

Please accept my letter of interest to serve Ayer on the Conservation Commission.

My husband and I are new town residents and I am looking for an opportunity where I can contribute my knowledge, expertise and interest to serve the town. Previously, as an elected Town Meeting Member I served in my former town for many years. I am looking forward to serving Ayer, and the Conservation Commission appears to be an extremely interesting and rewarding opportunity given my background and interests.

I am a research and development scientist at Infinity Pharmaceutical Inc. in Cambridge, MA and have been with the company for over a dozen years. I love my job and am fortunate to have seniority and stability at this point in my life.

In addition to my scientific background, I have a family history of conservation minded relatives who were my early teachers regarding environmental issues and natural history. My Grandfather was one of Aldo Leopold's first graduate students and my Grandmother studied Botany and Urban Planning at the University of Wisconsin, Madison.

Although I have a strong research and natural science background, I realize I have a lot to learn with respect to the Commission's responsibility to administer the Massachusetts Wetlands Protection Act and safeguard the eight interests which include,

- Private and Public Water Supply
- Groundwater Protection
- Pollution Prevention
- Flood Prevention
- Prevention of Storm Damage
- Land Containing Shellfish
- Wildlife Habitat & Fisheries

Should I be fortunate enough to become a member of the Conservation Commission, I would hope to serve the town by actively participating in educational and training programs. Additionally, I am interested in continuing the acquisition, preservation and stewardship of open areas for uses such as agricultural and passive recreation uses, aspects of Ayer that attracted us to the town from the outset.

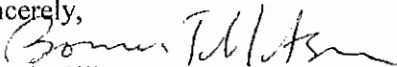
I also envision working to identify and manage other issues, including controlling invasive vegetation in our wetlands, ponds and streams and helping with town wide cleanup activities.

As a property owner myself I understand the need to balance the interests of property owners while maintaining and preserving natural areas and the environment. I am confident that I possess the necessary qualifications to work in this sensitive area.

August 11, 2015

I hope you will consider me for the position. Please do not hesitate to contact me should you have any questions. I can be reached at [REDACTED] or by phone at [REDACTED]

Sincerely,



Bonnie Tillotson

Cc: Mr. Robert Pontbriand, Town Administrator, Ayer, MA
concom@ayer.ma.us
ta@ayer.ma.us

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



Tuesday August 11, 2015
Meeting Minutes

Broadcast and Recorded by APAC

Present: Jannice L. Livingston, Chair; Gary J. Luca, Vice-Chair; Christopher R. Hillman, Clerk

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

Call to Order: J. Livingston called the meeting to order at 7:00 PM.

Review and Approve Agenda:

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

Ayer-Shirley All-Stars Baseball Team Recognition: G. Luca presented a certificate of recognition to the Ayer – Shirley All - Stars Baseball Team for winning the 2015 Cal Ripken National Tournament Massachusetts State Title. The BOS offered congratulatory remarks.

Public Input: None

Ms. Alicia Hersey, Office of Community Development: A. Hersey explained a request to extend the FY'11 Community Development Block Grant (CDBG) until November 30, 2015. A. Hersey stated that her department is currently in the middle of a home rehabilitation and was advised by the Massachusetts Department of Housing and Community Development to request the grant be extended through November, so that work on the home can be completed.

Motion: A motion was made by C. Hillman and seconded by G. Luca to extend the FY'11 CDBG grant until November 30, 2015 with signature by the Chair. **Motion passed 3-0.**

Chief William A. Murray, Ayer Police Department: Chief Murray introduced Ms. Amanda Belliveau, his recommended candidate for the Administrative Assistant/Office Manager position at the Police Department. Chief Murray stated that the position was advertised and he received 47 applications and that Ms. Belliveau's resume and experience made her the top candidate. He is requesting that the Board of Selectmen appoint Ms. Belliveau.

Motion: A motion was made by G. Luca and seconded by C. Hillman to appoint Ms. Amanda Belliveau as the Administrative Assistant/Office Manager for the Ayer Police Department effective August 31, 2015. **Motion passed 3-0.**

Chief Murray then introduced Mr. Christopher Herrstrom as the recommended candidate for the Full-Time Dispatcher position. Mr. Herrstrom is currently a per diem dispatcher and a call firefighter. Chief Murray is requesting that the Board of Selectmen appoint Mr. Herrstrom.

Motion: A motion was made by G. Luca and seconded by C. Hillman to appoint Mr. Christopher Herrstrom as a Full-Time Dispatcher for the Ayer Police Department effective August 25, 2015. **Motion passed 3-0.**

Joint Meeting with Planning Board to Fill Planning Board Vacancy: At this time (7:20 PM) the Planning Board did not have a quorum. J. Livingston said she would continue on with the meeting agenda and once a Planning Board quorum was present, she would take up the Joint Appointment.

Consultant Bylaw Proposal from Planning Board: J. Livingston read into the record a memo from the Planning Board regarding their request to invoke the Consultant Bylaw to hire a firm to peer review a proposed retail fuel station and convenience store at 15 Littleton Road currently in front of the Planning Board.

G. Luca asked if there was an adverse report filed by the peer review consultant what the next steps would be.

Planning Board Chairman Jeremy Callahan stated that the use is allowed, but more information is needed on traffic, noise and lighting impacts. The peer review will address these issues. He also stated that the Planning Board is working with both the neighbors and the applicant to address concerns from both sides.

J. Callahan said the Planning Board received two responses to an RFQ from Green Associates and VHB. VHB then withdrew. J. Callahan would like to enter into an agreement with Green & Associates, who have indicated they could complete the study within two weeks to meet the Town's timeframe.

Attorney George Watts from Fitchburg was in attendance representing the applicant. He stated that the applicant will be working with the Planning Board to address concerns.

Motion: A motion was made by G. Luca and seconded by J. Livingston to approve the evocation of the Consultant Bylaw and to approve the agreement between the Town of Ayer and Green Associates for a sum not to exceed \$15,000, paid for by the applicant, with signature by the Board. **Motion passed 3-0.**

Purchase/Acceptance of Deed of 0 Park Street (Per May 11, 2015 ATM): R. Pontbriand stated that Town Counsel Katie Klein and the two sellers of 0 Park Street were in attendance and invited them to the table. R. Pontbriand then stated that in accordance with the passage of Article 35 of the Annual Town Meeting held on May 11, 2015 the Town was now ready to approve and enter into the acceptance of deed. The Phase 1 Environmental Analysis was favorable and now the Town and sellers can execute the closing sales documents.

Motion: A motion was made by C. Hillman and seconded by G. Luca to approve and enter into the acceptance of deed for 0 Park Street pursuant to Article 35 of the May 11, 2015 Annual Town Meeting. **Motion passed 3-0.**

Joint Meeting with Planning Board to Fill Planning Board Vacancy (From Previous Item Above): At 7:40 PM the Planning Board has a quorum.

Call to Order Ayer Planning Board (Present: Jeremy Callahan, Jenn Gibbons, Rick Roper/Absent: Geoff Tillotson) - J. Callahan called the meeting the Planning Board to order at 7:41 PM. He explained that the appointment made this evening would be temporary position until the next election which is in April of 2016.

Two citizens expressed interest in the position: Jane Morriss and Mark Fermanian. Ms. Morriss was introduced by J. Livingston. Ms. Morriss stated that she would be humbled to be appointed as member of the Planning Board.

J. Livingston then introduced Mark Fermanian. Mr. Fermanian said that he was previously on the Planning Board and would like to be reappointed to help out.

J. Gibbons stated that she was planning to vote for Ms. Morriss.

R. Roper stated that he was pleased the Board had two good candidates to choose from, but because he had previously served with Mr. Fermanian, he would vote for him.

J. Callahan read into the record an email from absent Planning Board member Geoff Tillotson stating that if here were in attendance, he would vote for Jane Morris.

C. Hillman asked about a potential conflict of interest, as Ms. Morriss is employed by the Town of Ayer's Board of Health. R. Pontbriand explained that Town Counsel has already advised that if Ms. Morriss was selected, she would need to file a disclosure with the Town Clerk's office.

J. Livingston stated that she thought both candidates were qualified but she thought Mr. Fermanian's experience was an added benefit.

J. Callahan asked if there was any public input. Carolyn McCreary, 6 Wachusett Avenue East said she had seen Ms. Morriss in action while the unloading facility was being built by Spec Pond. She was a great advocate for the Town.

J. Callahan stated that a majority of Planning Board was supporting Ms. Morriss' candidacy.

Barbara Wilson, 26 Littleton Road, asked if Mr. Fermanian would have to recuse himself during deliberations of the proposed gas station at 15 Littleton Road because he works for Gervais Ford and Gervais Ford owns the lot where the proposed gas station will be located.

R. Roper stated that because he is a developer he has to recuse himself at times.

M. Fermanian stated that he has no financial interest in the project.

Motion: A motion was made by G. Luca and seconded by C. Hillman to appoint to appoint Mark Fermanian to the Planning Board to fill a vacated seat until the next municipal election to take place in April of 2016. **By Roll Call:** J. Livingston, aye; G. Luca, aye; J. Callahan, no; R. Roper, aye; J. Gibbons, no; C. Hillman, aye. **Motion passed by Roll Call 4-2.**

Adjournment of Ayer Planning Board

Motion: A motion was made by J. Callahan and seconded by R. Roper to adjourn at 8:05 PM. **Motion passed 3-0.**

Application for Common Victualler's License: Mark DiCicco from Tipo Taco's was present to discuss his application for a Common Victualler's License. R. Pontbriand stated that it was brought to his attention by the Building Commissioner that an issue needed to be resolved before the license was issued and suggested that the Board approve the application contingent upon the Building Commissioner's sign off. Mr. DiCicco stated that he anticipates the problem will be resolved within the coming week.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the application for a Common Victualler's License submitted by Tipo Taco's, 35 Main Street subject to the Building Commissioner's sign off. **Motion passed 3-0.**

Superintendent Mark Wetzel, Department of Public Works: M. Wetzel introduced Bob Rafferty from Environmental Partners Group to discuss a Memorandum of Understanding with the Town of Groton. This is relative to the Town of Groton's MassWorks application that they will be submitting to the State in the fall.

G. Luca asked about the costs associated with the project.

M. Wetzel said that the costs would be addressed in the Inter Municipal Agreement, if the Town of Groton is successful in obtaining the MassWorks grant and Ayer Town Meeting approval, pursuant to Bylaw XVII.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the Memorandum of Understanding between the Town of Ayer and the Town of Groton for the 4 Corners project and the Town of Groton connecting to the Town of Ayer's sewer system with signature by the Chair. **Motion passed 3-0.**

Opening of the Special Fall Town Meeting Warrant: R. Pontbriand outlined the schedule leading up to Fall Town Meeting on October 26, 2015.

Motion: A motion was made by G. Luca and seconded by C. Hillman to open the Special Fall Town Meeting Warrant as outlined in the memo provided by R. Pontbriand dated 8/7/15. **Motion passed 3-0.**

J. Livingston added that the Annual Town Meeting is in the spring and that the Town Meeting held in the fall is a Special Town Meeting. She stated there was some confusion about these meeting titles. Special Town Meeting is the fall town meeting or when a proper request has been made to the Board of Selectmen for an additional Town Meeting, only if it is deemed necessary by the Board.

Town Administrator's Report: R. Pontbriand stated that at a future meeting the Open Space and Recreation Plan Committee would be making a brief presentation on the final plan. He also stated that the Town Administrator's office was working on the Comprehensive Plan Review process, an Executive Session minutes management system and is working with the DPW and Town Counsel on the unaccepted public ways in town.

Management Letter Discussion – R. Pontbriand included the FY '14 management letter from Giusti, Hingston and Company in the BOS packets as a preliminary review. He will be inviting relevant Departments Heads to a future BOS meeting to discuss.

Appointments – R. Pontbriand stated that Ms. Susan Trudella was interested in serving on the Dam and Pond Committee.

Motion: A motion was made by G. Luca and seconded by C. Hillman to appoint Ms. Susan Trudella to a 1 year term on the Dam & Pond Committee expiring June 30, 2016. **Motion passed 3-0.**

Intern Policy - R. Pontbriand presented a draft policy regarding interns that formalizes the current process used in Town. G. Luca added that he would like to see CORI checks being done to all interns. J. Livingston suggested adding interns making disclosures if a family member worked for the Town.

Motion: A motion was made by C. Hillman and seconded by G. Luca to approve the draft policy and to add an item 7 & 8 regarding CORI checks and disclosures respectively. **Motion passed 3-0.**

Review of proposed Nuisance Bylaw Update – R. Pontbriand stated that he had received input from relevant department heads/boards on the proposed revision to the Nuisance Bylaw, modeled after the Town of Framingham.

The Board reviewed the comments as submitted. R. Pontbriand stated that the BOS should give it some further thought but was very pleased with the progress being made. He said that if the goal is to put it on the Special Fall Town Meeting Warrant then October 16, 2015 is the deadline to have a proposal ready for Town Meeting consideration.

J. Livingston stated that she would like the Department Heads to give it some more review and that she'd prefer to take time and possibly put it in front of Town Meeting in the spring to ensure the proposed bylaw's strength rather than rush and have the bylaw be weak.

Review of proposed Free Cash Policy – The BOS discussed again creating a Free Cash Policy. G. Luca stated that if we have the cash available on hand, he would rather use it than pay to borrow for it. He said free cash can also be used to augment enterprise funds. The BOS delayed taking action on the proposed policy because the Finance Committee had not yet responded to the R. Pontbriand's request to comment.

Agreement with Mass Development for Veteran Services – R. Pontbriand presented the annual agreement made between the Town of Ayer and the Massachusetts Development Finance Agency for the Town of Ayer's Veteran Services Agent to provide services to Veteran's who live in Devens.

Motion: A motion was made by C. Hillman and seconded by G. Luca to enter into agreement with MDFA for Veteran Services effective upon approval with signature by the Chair. **Motion passed 3-0.**

New Business/Selectmen's Questions:

Compliance with MGL Chapter 32B 9 A ½ (Selectman Luca) – G. Luca again asked for this item, relative to retiree health insurance billing and receiving, be on the BOS agenda. G. Luca stated he is very concerned with potential litigation because the Treasurer refuses to pay and or bill for these costs. R. Pontbriand said that he and the Town Accountant encumber funds every year in the event that the Town is billed, but it is hard to determine how much because the Treasurer will not share the information. He stated that the Town Accountant has had to make a Public Records Request to get the information. R. Pontbriand stated that is unfortunate that it has come to this level, because we are all on the same team and should be working together.

Approval of the Minutes:

Motion: A motion was made by C. Hillman and seconded by J. Livingston to approve the meeting minutes of July 14, 2015. **Motion passed 3-0.**

Executive Session: A motion was made by G. Luca and seconded by C. Hillman at 9:16 PM to enter into Executive Session pursuant to Massachusetts General Laws c.30A, sec. 21A Exemption #3 (Collective Bargaining) relative to the AFSCME 93 DPW Union MOA. G. Luca stated that to discuss these matters in Open Session would negatively impact the Town's negotiating strategy. **By Roll Call Vote:** 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

Date Minutes Approved by BOS: _____

DRAFT