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TOWN OF AYER

2014 AUG 28 PM 2: 54

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



Tuesday, September 2, 2014
Open Session Meeting Agenda

- 7:00pm Call to Order
Review and Approve Agenda; Announcements
- 7:05pm* Public Input
- 7:10pm Appointment to Zoning Board of Appeals
1. Ms. Christa Maxant
- 7:15pm Liquor License Public Hearing, 9 Main Street
1. New England Flatbread & Ale Company, Inc.
- 7:30pm Town Management Letter and Audit Discussion
1. Mr. James Giusti, Auditor
- 7:45pm Superintendent Mark Wetzel, DPW
1. Pleasant Street & Taft Street Water Main Contract
- 7:55pm Director Jeff Thomas, Parks and Recreation
1. Online Payment Contract
- 8:05pm Director David Maher, Office of Economic and Community Development
1. Harvest Festival Proposal
- 8:15pm Public Way Layout & Acceptance Timeline
1. Deer Run, Partridge Run & Portions of Hickory Way & Old Farm Way
- 8:30pm BOS Policy Approval
1. Selectman Livingston
- 8:35pm New Business/Selectmen's Questions
- 8:45pm Approval of Meeting Minutes
August 19, 2014; August 26, 2014
- 8:50pm Executive Session Pursuant to MGL Chapter 30A, Section 21A

Exemption #2 (Non-Union Collective Bargaining) Police Chief Contract Negotiations
Exemption #3 (Collective Bargaining) WWTP Tanker Driver
Exemption #3 (Collective Bargaining) AFSCME 93 Town Hall / Clerical Contract MOA

Adjournment**

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

**Note: *The Board of Selectmen will adjourn from Executive Session not returning into Open Session for the evening.*

Robert Pontbriand

From: Christa Maxant <~~XXXXXXXXXXXXXXXXXXXX~~>
Sent: Monday, August 25, 2014 11:01 AM
To: Robert Pontbriand
Subject: ZBA

Dear Robert,

I have for some time been thinking about ways to become more involved in Ayer politics and volunteerism. The Zoning Board of Appeals seems to fit that interest.

Therefore I am requesting an appointment by the Board of Selectmen to the Zoning Board of Appeals.

Thank you for your time and consideration.

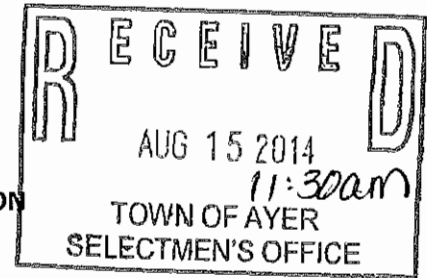
Sincerely,

Christa Maxant

~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~



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



RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

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

IF USED EPAY, CONFIRMATION NUMBER

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

LICENSEE NAME

New England Flatbread & Ale Company, Inc.

ADDRESS

9 Main Street

CITY/TOWN

Ayer

STATE

MA

ZIP CODE

01432

TRANSACTION TYPE (Please check all relevant transactions):

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

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

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Ayer

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual) New England Flatbread & Ale Company, Inc.

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

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

E. Address of Licensed Premises: 9 Main Street City/Town: Ayer State: MA Zip: 01432

F. Business Phone: G. Cell Phone:

H. Email: I. Website: TBD

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 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

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

NAME: Keith Leighton
ADDRESS: 94 Washington Street
CITY/TOWN: Ayer STATE: MA ZIP CODE: 01432
CONTACT PHONE NUMBER: [REDACTED] FAX NUMBER: 800-664-0193
EMAIL: [REDACTED]

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.

This is going to be a restaurant featuring wood fired pizza and premium ales from the New England area.

Total Square Footage: 3200 (approximately) Number of Entrances: 4 Number of Exits: 4
Occupancy Number: 130 Seating Capacity: 120

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? Final Lease

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

Other: [REDACTED]

Landlord is a(n): Corporation Other: [REDACTED]

Name: Markeith Corporation Phone: [REDACTED]

Address: 9 Main Street City/Town: Ayer State: MA Zip: 01432

Initial Lease Term: Beginning Date Nov 1, 2014 Ending Date Nov 1, 2019

Renewal Term: Annual Options/Extensions at: 5 Years Each

Rent: \$48,000.00 Per Year Rent: \$4,000.00 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.

9. LICENSE STRUCTURE:

The Applicant is a(n):

Corporation

Other :

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

Date of Incorporation/Organization:

03/31/2014

State of Incorporation/Organization: MA

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 CQRI Release Form.

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
Mark DiciCCo	President/Manager	25%	
Keith Leighton	Vice President	25%	
Daryl Caron	Secretary	25%	
Gerry Vachon	Treasurer	25%	

*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
Mark DiciCCo	§12 Restaurant	Mark A. DiciCCo Enterprises, LLC - 31 & 43 Main Street, Ayer, MA 01432
	§12 Restaurant	
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	

*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
			Please Select
			Please Select
			Please Select

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

16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:

A. Purchase Price for Real Property:	<input type="text"/>
B. Purchase Price for Business Assets:	\$35,000.00
C. Costs of Renovations/Construction:	\$50,000.00
D. Initial Start-Up Costs:	\$20,000.00
E. Purchase Price for Inventory:	\$12,000.00
F. Other: (Specify)	<input type="text"/>
G: TOTAL COST	\$117,000.00
H. TOTAL CASH	<input type="text"/>
I. TOTAL AMOUNT FINANCED	\$130,000.00

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):

We secured a loan through the Town of Ayer Office of Community & Economic Development in the amount of \$130,000. \$120,000 for a Permanent Working Capital Loan and a \$10,000 Sign and Facade loan. \$120,000 at 5% for 15 year term at \$948.45/monthly and \$10,000 at 0% for a 5 year term at \$166.67/month.

*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:

Name	Dollar Amount	Type of Financing
Town of Ayer	\$130,000.00	Permanent Working Capital / Mortgage

*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:

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 :

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

Much cosmetic work will be completed along with a new bar and a wood fired pizza oven to be installed along with HVAC work.
Please see attached.

21. ANTICIPATED OPENING DATE:

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

APPLICANT'S STATEMENT

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

of , hereby submit this application for (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:

Date:

Title:



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	New England Flatbread & Ale Co.	B. Business Name (dba)	
C. Address	9 Main Street	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	46-5240298

2. PERSONAL INFORMATION:

A. Individual Name	Keith Leighton	B. Home Phone Number	[REDACTED]
C. Address	94 Washington Street		
D. City/Town	Ayer	State	MA
		Zip Code	01432
E. Social Security Number	[REDACTED]	F. Date of Birth	[REDACTED]
G. Place of Employment	Integrity Claims Investigations, Inc.		

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.

I am 25% owner of New England Flatbread & Ale Company, Inc. and will benefit from the sales of all alcohol.

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	[Signature]	Date	08/15/2014
Title	Vice President	(If Corporation/LLC Representative)	



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

1. LICENSEE INFORMATION:

A. Legal Name of Licensee	New England Flatbread & Ale Co.	B. Business Name (dba)	
C. Address	9 Main Street	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	46-5240298

2. PERSONAL INFORMATION:

A. Individual Name	Gerry Vachon	B. Home Phone Number	[REDACTED]
C. Address	75 Grenier Street - Unit 8888		
D. City/Town	Hanscom AFB	State	MA Zip Code 01731
E. Social Security Number	[REDACTED]	F. Date of Birth	[REDACTED]
G. Place of Employment	N/A Retired		

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.

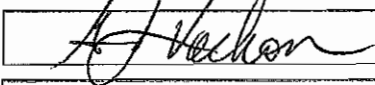
4. FINANCIAL INTEREST:

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

I am 25% owner of the New England Flatbread & Ale Company, Inc. and will benefit from the sales of all liquor.

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 13 Aug 2014

Title Treasurer / Director (If Corporation/LLC Representative)



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 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	New England Flatbread & Ale Co.	B. Business Name (dba)	
C. Address	9 Main Street	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	46-5240298

2. PERSONAL INFORMATION:

A. Individual Name	Daryl Caron	B. Home Phone Number	[REDACTED]
C. Address	4 Josef Drive		
D. City/Town	Weare	State	NH
		Zip Code	03281
E. Social Security Number	[REDACTED]	F. Date of Birth	[REDACTED]
G. Place of Employment	Control Technologies, Inc.		

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.

I am 25% owner of the New England Flatbread & Ale Company, Inc. and will benefit from the sales of all liquor.

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	8/13/14
Title	Secretary / Director	(If Corporation/LLC Representative)	



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PERSONAL INFORMATION FORM

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1. LICENSEE INFORMATION:

A. Legal Name of Licensee	New England Flatbread & Ale Co.	B. Business Name (dba)	
C. Address	9 Main Street	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	46-5240298

2. PERSONAL INFORMATION:

A. Individual Name	Mark DiciCCO	B. Home Phone Number	[REDACTED]
C. Address	197 Proctor Hill Road		
D. City/Town	Hollis	State	NH
		Zip Code	03049
E. Social Security Number	[REDACTED]	F. Date of Birth	[REDACTED]
G. Place of Employment	Mark A. DiciCCo Enterprises, 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.

I am 25% owner of New England Flatbread & Ale Company, Inc. and will benefit from the sales of all alcohol.

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	08/15/2014
Title	President	(If Corporation/LLC Representative)	



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 www.mass.gov/abcc

MANAGER APPLICATION

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

AFFIDAVIT OF NOTICE OF MAILING TO ABUTTER AND OTHERS

To the Licensing Board

For the

Date

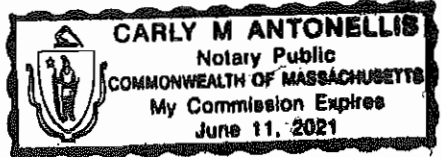
I, Celia Tornet hereby certify that the following is a true list of the persons shown upon the Assessor's most recent valuation list as the owners of the property abutting the proposed location for an alcoholic beverages license at: 9 Main Street, Ayer

And that the following schools, churches or hospitals are located within the radius of five hundred (500) feet from said proposed location:
21 Washington Street
7 Tannery Street
14 Newton Street
If there are none, please so state:

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: Mark diCicco
Written: [Signature]
Date: 8/15/14

Notary Public: Carly M Antonellis
My Commission Expires: June 11 2021



Additional Space

Please note which question you are using this space for.

See Appendix

NEW LICENSE CHECKLIST

This application will be returned if the following documentation is not submitted:

- Retail Transmittal Form
- \$200.00 Fee made payable to the Commonwealth of Massachusetts or the ABCC
- Newspaper Notice
- Abutter Notification
- Retail Application with:
 - Articles of Organization for Corporation or LLC
 - Floor Plan
- Signed lease or documents proving a legal right to occupy premises
- Manager's Form
- Personal Information Form for all individuals with beneficial interests in the license and proposed license manager
- Supporting Financial Records
- CORI Release Form
- All records, loan agreements, documents, as well as affidavits detailing the source(s) of money for this license transaction
- Three (3) months of bank statements confirming the sources of the funds
- Vote of Corporate Board or LLC

ATTACHMENTS:

Application Attachments

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.

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

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

IMPORTANT ATTACHMENTS (4): 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 in the Landlord must be disclosed in §10 and must submit a completed Personal Information Form attached to this application. Entity formation documents for the Landlord entity must accompany the application to confirm the individuals disclosed.

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.

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 should include a minimum of three (3) months of bank statements.

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.

Personal Information Form

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



**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="diCicco"/>	FIRST NAME:	<input type="text" value="Mark"/>	MIDDLE NAME:	<input type="text" value="Andrew"/>
MAIDEN NAME OR ALIAS (IF APPLICABLE):	<input type="text"/>	PLACE OF BIRTH:	<input type="text" value="Lynn Ma"/>		
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="REDACTED"/>	DRIVER'S LICENSE #:	<input type="text" value="REDACTED"/>	STATE LIC. ISSUED:	<input type="text" value="Alabama"/>
GENDER:	<input type="text" value="MALE"/>	HEIGHT:	<input type="text" value="REDACTED"/>	WEIGHT:	<input type="text" value="REDACTED"/>
EYE COLOR:	<input type="text" value="REDACTED"/>				
CURRENT ADDRESS:	<input type="text" value="197 Proctor Hill Rd"/>				
CITY/TOWN:	<input type="text" value="Hollis"/>	STATE:	<input type="text" value="NH"/>	ZIP:	<input type="text" value="03049"/>
FORMER ADDRESS:	<input type="text" value="205 Proctor Hill Rd"/>				
CITY/TOWN:	<input type="text" value="Hollis"/>	STATE:	<input type="text" value="NH"/>	ZIP:	<input type="text" value="03049"/>

PRINT AND SIGN

PRINTED NAME:	<input type="text" value="Mark diCicco"/>	APPLICANT/EMPLOYEE SIGNATURE:	<input type="text" value="Handwritten Signature"/>
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NOTARY INFORMATION

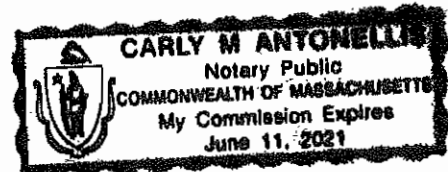
On this before me, the undersigned notary public, personally appeared (name of document signer), proved to me through satisfactory evidence of identification, which were to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

DIVISION USE ONLY

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

The DCJI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJI. 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 DCJI via mail or by fax to (617) 660-4614.





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

**STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL**

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

CORI REQUEST FORM

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>(OF 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="Leighton"/>	FIRST NAME:	<input type="text" value="Keith"/>	MIDDLE NAME:	<input type="text" value="M"/>
MAIDEN NAME OR ALIAS (IF APPLICABLE):	<input type="text"/>	PLACE OF BIRTH:	<input type="text" value="Groton, MA"/>		
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="Coslett"/>	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="[REDACTED]"/>				
CURRENT ADDRESS:	<input type="text" value="94 Washington St"/>				
CITY/TOWN:	<input type="text" value="Ayer"/>	STATE:	<input type="text" value="MA"/>	ZIP:	<input type="text" value="01432"/>
FORMER ADDRESS:	<input type="text" value="18 Westford Road"/>				
CITY/TOWN:	<input type="text" value="Ayer"/>	STATE:	<input type="text" value="MA"/>	ZIP:	<input type="text" value="01432"/>

PRINT AND SIGN

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

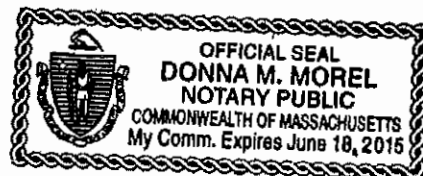
On this before me, the undersigned notary public, personally appeared (name of document signer), proved to me through satisfactory evidence of identification which were to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

DIVISION USE ONLY

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

The DCJ Identify 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) 669-4614.





**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>(OF EXISTING LICENSEE)</small>		LICENSEE NAME:	NEW ENGLAND FLAT BREAD & ALE COMPANY INC	CITY/TOWN:	AYER, MA
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APPLICANT INFORMATION

LAST NAME:	VACHON	FIRST NAME:	GERARD	MIDDLE NAME:	JOSEPH
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	LAWRENCE, MA		
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	LABERGE	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	Florida
GENDER:	MALE	HEIGHT:	[REDACTED]	WEIGHT:	[REDACTED]
EYE COLOR:	[REDACTED]				
CURRENT ADDRESS:	75 GRENIER ST UNIT #8888				
CITY/TOWN:	HANSCOM AFB	STATE:	MA	ZIP:	01731
FORMER ADDRESS:	4533 33RD COURT EAST				
CITY/TOWN:	BRADENTON	STATE:	MA	ZIP:	34203

PRINT AND SIGN

PRINTED NAME:	GERARD VACHON	APPLICANT/EMPLOYEE SIGNATURE:	<i>Gerard Vachon</i>
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NOTARY INFORMATION

On this 8/14/2014 before me, the undersigned notary public, personally appeared GERARD VACHON
(name of document signer), proved to me through satisfactory evidence of identification, which were MILITARY I.D.
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.

Paulette M. Aragones
NOTARY



DIVISION USE ONLY

REQUESTED BY:	
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCI. 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 DCI via mail or by fax to (617) 660-4514.



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>		LICENSEE NAME:		CITY/TOWN:	
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APPLICANT INFORMATION

LAST NAME:	Caron	FIRST NAME:	Daryl	MIDDLE NAME:	Norman
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Manchester, NH		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	Belanger	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	New Hampshire
GENDER:	MALE	HEIGHT:		WEIGHT:	
EYE COLOR:					
CURRENT ADDRESS:	4 Josef Drive				
CITY/TOWN:	Weare	STATE:	NH	ZIP:	03281
FORMER ADDRESS:	15 Cliff Street				
CITY/TOWN:	Manchester	STATE:	NH	ZIP:	03103

PRINT AND SIGN

PRINTED NAME:	Daryl N. Caron	APPLICANT/EMPLOYEE SIGNATURE:	<i>Daryl N. Caron</i>
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NOTARY INFORMATION

On this 8-14-14 before me, the undersigned notary public, personally appeared Daryl N. Caron
 (name of document signer), proved to me through satisfactory evidence of identification, which were Daryl N. Caron
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he, (s)he signed it voluntarily for its stated purpose.

[Signature]
 NOTARY

[Notary Seal: STEVEN ANDRUSIAK, COMMISSION EXPIRES MAR 30, 2015, NOTARY PUBLIC, NEW HAMPSHIRE]

DIVISION USE ONLY

REQUESTED BY:	
<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) 650-4614.

Town of Ayer

Office of Community & Economic Development

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



May 9, 2014

Mr. Mark diCicco
Mr. Keith Leighton
MarKeith Corp
94 Washington Street
Ayer, MA 01432

RE: Ayer Business Loan Fund Commitment Letter

Dear Mr. diCicco and Mr. Leighton:

On behalf of the Ayer Industrial Development Finance Authority, I am pleased to inform you that your request for \$120,000 for a Permanent Working Capital Loan and a \$10,000 Sign and Façade loan have been approved by the IDFA members subject to the following terms and conditions:

Borrower: Mark diCicco & Mark Leighton DBA/MarKeith Corp

Note One Amount: \$120,000 (\$948.45 monthly)

Term: 15 years

Rate: 5%

Prepayment Penalty: None

Note Two Amount: \$10,000 (\$166.67 monthly)

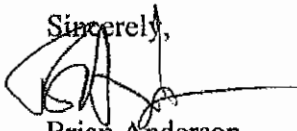
Term: 5 years

Rate: 0%

Guarantees: A second position mortgage lien on:
the property located at 9 Main Street, Ayer, MA
all the business assets of the MarKeith Corporation and the New
England Flat Bread & Ale Company
Personal guarantees of Mark diCicco, Mark Leighton and Rachel
Leighton and the corporate guarantee of the New England
Flatbread & Ale Company

Also note that as the borrower, you agree to assume the payment of closing cost and attorney fees. Please indicate your acceptance of these terms and conditions by signing this letter and returning it to David Maher at the Office of Economic Development. Once he receives your assent to the above terms, he will coordinate a timely closing through Thomas Gibbons. Call Mr. Maher at 978-772-8206 with any question. We congratulate you on your efforts to locate your business here in Ayer and the IDFA is happy to be part of your future success as well.


Sincerely,

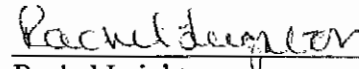


Brian Anderson
Chairman, Ayer IDFA

Cc: David Maher

Agreed by:  5/9/14
Mark diCiccio Date

Agreed by:  5/9/14
Keith Leighton Date

Agreed by:  5/9/14
Rachel Leighton Date

New England Flatbread & Ale Company, Inc.
Certificate of Vote

Special Meeting of the Board of Directors

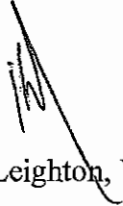
At a duly called Special Meeting of the Board of Directors for Markeith Corporation held on August 1, 2014, all of the Directors being present and waiving notice, the following vote was unanimously adopted:

VOTED: To authorize Mark DiCicco, as Manager of New England Flatbread & Ale Company, Inc, located at 9 Main Street in Ayer, MA 01432.

VOTED: To adjourn.

A true copy

Attest:

A handwritten signature in black ink, appearing to read 'KL', written over a diagonal line.

Keith Leighton, VP

New England Flatbread & Ale Company, Inc.
Certificate of Vote

Special Meeting of the Board of Directors

At a duly called Special Meeting of the Board of Directors for Markeith Corporation held on August 1, 2014, all of the Directors being present and waiving notice, the following vote was unanimously adopted:

VOTED: To authorize Mark DiCicco, as President of the corporation, Keith Leighton as the Vice President, Daryl Caron as the Secretary and Gerry Vachon as the Treasurer of the New England Flatbread & Ale Company, Inc, located at 9 Main Street in Ayer, MA 01432.

VOTED: To adjourn.

A true copy

Attest:

A handwritten signature in black ink, appearing to read "Daryl Caron", with a long horizontal flourish extending to the right.

Daryl Caron, Secretary

Markeith Corporation
Certificate of Vote

Special Meeting of the Board of Directors

At a duly called Special Meeting of the Board of Directors for Markeith Corporation held on August 1, 2014, all of the Directors being present and waiving notice, the following vote was unanimously adopted:

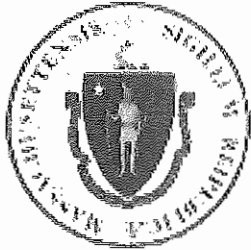
VOTED: To authorize Keith Leighton, as President of the corporation, Mark DiCicco as the Vice President, Daryl Caron as the Secretary and Gerry Vachon as the Treasurer of the New England Flatbread & Ale Company, Inc, located at 9 Main Street in Ayer, MA 01432.

VOTED: To adjourn.

A true copy

Attest: 

Daryl Caron, Secretary



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Federal Employer Identification Number: 001132285 (must be 9 digits)

ARTICLE I

The exact name of the corporation is:

NEW ENGLAND FLATBREAD & ALE COMPANY, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
PNP	\$100.00000	100	\$10,000.00	10

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing.

Later Effective Date: 4/1/2014 Time: 4:00 PM

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: KEITH LEIGHTON
No. and Street: 94 WASHINGTON ST
City or Town: AYER State: MA Zip: 01432 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	MARK DICICCO	197 PROCTOR HILL ROAD HOLLIS, NH 13049 USA
TREASURER	MARK DICICCO	197 PROCTOR HILL ROAD HOLLIS, NH 13049 USA
SECRETARY	KEITH LEIGHTON	94 WASHINGTON ST AYER, MA 01432 USA
VICE PRESIDENT	KEITH LEIGHTON	94 WASHINGTON ST AYER, MA 01432 USA
DIRECTOR	KEITH LEIGHTON	94 WASHINGTON ST AYER, MA 01432 USA
DIRECTOR	MARK DICICCO	197 PROCTOR HILL ROAD HOLLIS, NH 13049 USA

d. The fiscal year end (i.e., tax year) of the corporation:

January

e. A brief description of the type of business in which the corporation intends to engage:

RESTAURANT

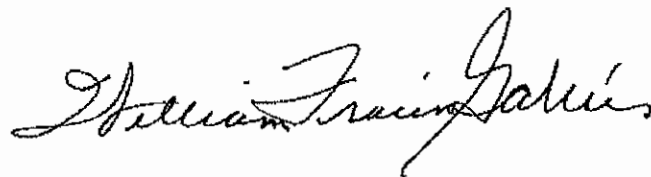
f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 9 MAIN STREET
City or Town: AYER State: MA Zip: 01432 Country: USA

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:

March 31, 2014 07:22 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Supplemental Information

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

1. Exact name of the corporation: NEW ENGLAND FLATBREAD & ALE COMPANY, INC.

2. Current registered office address:

Name: KEITH LEIGHTON
 No. and Street: 94 WASHINGTON ST
 City or Town: AYER State: MA Zip: 01432 Country: USA

3. The following supplemental information has changed:

___ *Names and street addresses of the directors, president, treasurer, secretary*

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	MARK DICICCO	197 PROCTOR HILL ROAD HOLLIS, NH 13049 USA
TREASURER	GERRY VACHON	75 GRENIER ST # 8888 HANSCOM AFB, MA 01730 USA
SECRETARY	DARYL CARON	4 JOSEF DRIVE WEARE, NH 03281 USA
VICE PRESIDENT	KEITH LEIGHTON	94 WASHINGTON ST AYER, MA 01432 USA
DIRECTOR	MARK DICICCO	197 PROCTOR HILL ROAD HOLLIS, NH 13049 USA
DIRECTOR	KEITH LEIGHTON	94 WASHINGTON ST AYER, MA 01432 USA
DIRECTOR	DARYL CARON	4 JOSEF DRIVE WEARE, NH 03281 USA
DIRECTOR	GERRY VACHON	75 GRENIER ST # 8888 HANSCOM AFB, MA 01730 USA

___ **Fiscal year end:**
 January

___ **Type of business in which the corporation intends to engage:**

RESTAURANT

___ **Principal office address:**

No. and Street: 9 MAIN STREET
 City or Town: AYER State: MA Zip: 01432 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (*post office boxes are not acceptable*):

No. and Street: 9 MAIN STREET
City or Town: AYER State: MA Zip: 01432 Country: USA

which is

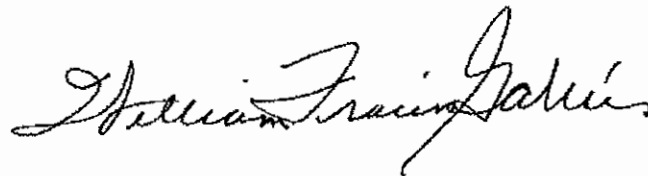
its principal office an office of its transfer agent
 an office of its secretary/assistant secretary its registered office

Signed by KEITH LEIGHTON, its OTHER OFFICER
on this 6 Day of August, 2014

THE COMMONWEALTH OF MASSACHUSETTS

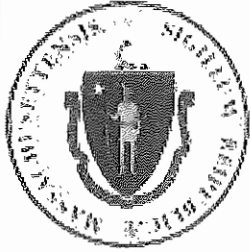
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

August 06, 2014 08:57 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Federal Employer Identification Number: 001130690 (must be 9 digits)

ARTICLE I

The exact name of the corporation is:

MARKEITH CORPORATION

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	1,000	\$0.00	1,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing.

Later Effective Date: 4/13/2014 Time: 4:00 PM

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: KEITH LEIGHTON
No. and Street: 94 WASHINGTON STREET
City or Town: AYER State: MA Zip: 01432 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	KEITH LEIGHTON	94 WASHINGTON ST AYER, MA 01432 USA
TREASURER	KEITH LEIGHTON	94 WASHINGTON ST AYER, MA 01432 USA
SECRETARY	MARK DICICCO	197 PROCTOR HILL ROAD HOLLIS, NH 13049 USA
VICE PRESIDENT	MARK DICICCO	197 PROCTOR HILL ROAD HOLLIS, NH 13049 USA
DIRECTOR	KEITH LEIGHTON	94 WASHINGTON ST AYER, MA 01432 USA
DIRECTOR	MARK DICICCO	197 PROCTOR HILL ROAD HOLLIS, NH 13049 USA

d. The fiscal year end (i.e., tax year) of the corporation:

January

e. A brief description of the type of business in which the corporation intends to engage:

REAL ESTATE HOLDINGS

f. The street address (*post office boxes are not acceptable*) of the principal office of the corporation:

No. and Street: 9 MAIN STREET
City or Town: AYER State: MA Zip: 01432 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (*post office boxes are not acceptable*):

No. and Street: 9 MAIN STREET
City or Town: AYER State: MA Zip: 01432 Country: USA

which is

its principal office an office of its transfer agent
 an office of its secretary/assistant secretary its registered office

Signed this 12 Day of March, 2014 at 7:49:25 PM by the incorporator(s). (*If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.*)

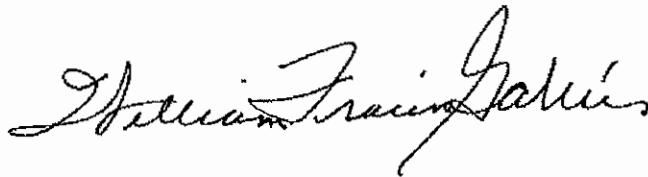
KEITH LEIGHTON

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:

March 12, 2014 07:48 PM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Supplemental Information

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

1. Exact name of the corporation: MARKEITH CORPORATION

2. Current registered office address:

Name: KEITH LEIGTON
 No. and Street: 94 WASHINGTON STREET
 City or Town: AYER State: MA Zip: 01432 Country: USA

3. The following supplemental information has changed:

Names and street addresses of the directors, president, treasurer, secretary

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	KEITH LEIGTON	94 WASHINGTON ST AYER, MA 01432 USA
TREASURER	GERRY VACHON	75 GRENIER ST - #8888 HANSCOM AFB, MA 01830 USA
SECRETARY	DARYL CARON	4 JOSEF DRIVE WEARE, NH 03218 USA
VICE PRESIDENT	MARK DICICCO	197 PROCTOR HILL ROAD HOLLIS, NH 13049 USA
DIRECTOR	MARK DICICCO	197 PROCTOR HILL ROAD HOLLIS, NH 13049 USA
DIRECTOR	KEITH LEIGTON	94 WASHINGTON ST AYER, MA 01432 USA
DIRECTOR	GERRY VACHON	75 GRENIER ST - #8888 HANSCOM AFB, MA 01830 USA
DIRECTOR	DARYL CARON	4 JOSEF DRIVE WEARE, NH 03218 USA

Fiscal year end:
 January

Type of business in which the corporation intends to engage:

REAL ESTATE HOLDINGS

Principal office address:

No. and Street: 9 MAIN STREET
 City or Town: AYER State: MA Zip: 01432 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 9 MAIN STREET
City or Town: AYER State: MA Zip: 01432 Country: USA

which is

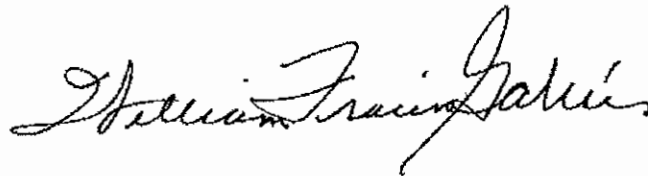
its principal office an office of its transfer agent
 an office of its secretary/assistant secretary its registered office

Signed by KEITH LEIGHTON, its PRESIDENT
on this 6 Day of August, 2014

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:

August 06, 2014 08:52 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



STANDARD FORM COMMERCIAL LEASE

This "Lease" is made this 15th day of August, 2005, by and between MARVETH CORP, a(n) [describe entity] ("Landlord") and NEW ENGLAND FLYBRAND AN ALE CO., a(n) RESTAURANT [describe entity] ("Tenant"). Pursuant to the terms of this Lease, Landlord agrees to lease the Premises (hereinafter defined) to Tenant and Tenant agrees to lease the Premises from Landlord on the terms set forth.

1. Premises: The "Premises" shall mean All commercial space, including the right to use the hallways, stairs, and elevators, for access to and egress from said Premises and nearest rest rooms, in common with all others.

2. Term: The "Term" of this Lease shall be for the period of 5 Years [insert # of months or years], commencing on Nov 1, 2014 (the "Commencement Date") and ending on Nov 1, 2019 (the "Termination Date").

3. Rent: The "Rent" for the Premises for the Term of the Lease is 48,000 Dollars / yr (THOUSAND DOLLARS / yr) dollars (\$ 48000), payable in monthly installments of 4000 dollars (\$ 4000) which is due, in advance, on the 1st day of each calendar month. Rent shall be paid to MARVETH CORP. In addition, Rent that is not received by Landlord within fourteen (14) days of the due date shall accrue interest at the rate of one and one half percent (1 1/2%) per month for each month, or part thereof, that Rent remains unpaid from the due date. Tenant's agreement to pay Rent is independent of every other agreement in this Lease.

Adjustments To Rent. Tenant agrees to pay a Pro Rata Share, as defined below, of the amount, if any, by which the Landlord's Expenses, as defined below, for each calendar year during the Term increases above the expenses for the Base Year, as defined below, ("Expense Increase") plus the amount, if any, by which Taxes, as defined below, for each calendar year during the Term exceeds the Taxes for the Base Year ("Tax Increase"). If the Expenses or Taxes in any calendar year decrease below the amount for the Base Year, Tenant's Pro Rata Share of Expenses or Taxes, as the case may be, for that calendar year shall be \$0. Landlord shall provide Tenant with an estimate of the Expense Increase and of the Tax Increase for each calendar year during the Term in good faith. On the date Rent is due each month, Tenant shall pay Landlord a monthly installment equal to one-twelfth of Tenant's Pro Rata Share of Landlord's estimate of both the Expense Increase and Tax Increase. If Landlord does not provide Tenant with an estimate of the Expense Increase or the Tax Increase by the end of the first business day of a calendar year, Tenant shall continue to pay monthly installments based on the previous year's estimate(s) until Landlord provides Tenant with the new estimate. As soon as practicable after the end of a calendar year, Landlord shall furnish Tenant with a statement of the actual Expenses and Expense Increase and the actual Taxes and Tax Increase for the prior calendar year. Landlord shall apply any overpayment by Tenant against Rent due or next becoming due, provided if the Term expires before the determination of the overpayment, Landlord shall refund any overpayment to Tenant after first deducting the amount of Rent due. If the estimated Expense Increase or estimated Tax Increase for the prior calendar year is less than the actual Expense Increase or actual Tax Increase, as the case may be, for such prior year, Tenant shall pay Landlord, within thirty (30) days after its receipt of the statement of Expenses or Taxes, any underpayment for the prior calendar year.

Within one hundred eighty (180) days after receiving Landlord's statement of Expenses, Tenant may give Landlord written notice that Tenant intends to review Landlord's records of the Expenses for the calendar year to which the statement applies. Landlord shall make available all relevant records that are reasonably necessary for Tenant's review, within a reasonable time. Tenant shall be solely responsible for all costs, expenses and fees for the review. Within ninety (90) days after the records are made available to Tenant, Tenant shall have the right to



give Landlord written notice identifying each objection to Landlord's statement of Expenses. If Tenant fails to give Landlord such notice of objection within the ninety (90) day period or fails to provide Landlord with a notice, exercising Tenant's right to review within the one hundred eighty (180) day period, Tenant shall be deemed to have approved and accepted Landlord's statement of Expenses and waives any objection to the Expenses for that year. Tenant shall have no right to review Landlord's records or to object to any statement of Expenses if any Rent is overdue on the date of Tenant's request or on the date that Tenant's objection.

"Expenses" - means all costs incurred in each calendar year in connection with operation, repairing, maintenance and management of the structure and the land on which the Premises is located, but not limited to: (a) labor costs, including wages, salaries, bonuses, taxes, insurance, uniforms, training, retirement plans and employee benefits; (b) management fees and the cost of operating a management office; (c) cost of services; (d) rental and purchase cost for tools, equipment, parts and supplies; (e) accounting costs (f) insurance premiums and deductibles; (g) utility costs; and (h) the amortized cost of capital improvements.

" Pro Rata" Share"- means the percentage of the total that is determined by dividing the rentable square feet of the Tenant's Premises by the total rentable square feet in the structure in which the Premises is located. For purposes of this calculation all parties agree that the rentable square feet of the Premises is 3500 sq. ft. and that the total rentable square feet of the structure in which the Premises is located is 3500 sq. ft. For purposes of this calculation the Taxes and Expenses are to be calculated as though the structure is fully occupied.

"Taxes" - means (a) all real property taxes on the land and structure in which the Premises is located; (b) all excise and personal property taxes for property that is owned by Landlord and used in connection with the operation, maintenance and repair of the land and structure in which the Premises is located; and (c) all costs and fees incurred in connection with any effort to reduce tax liabilities, including any costs incurred by Landlord to review, comply with or appeal tax liabilities. Tenant shall pay Landlord the amount of Tenant's Pro Rata Share of any such increase in the Tax Excess within thirty (30) days after Tenant's receipt of a statement from Landlord.

"Base Year" - with regard to Expenses means the calendar year immediately preceding the Commencement Date; and with regard to Taxes means the fiscal year (July 1 to June 30) immediately preceding the Commencement Date.

4. Utilities / Cleaning. Tenant agrees to pay, as they become due, the charge for electricity, water and other utilities furnished to the Premises that are separately metered, including fuel for heat and electricity for air conditioning. Except as provided above, the Landlord shall supply hot and cold water, heating, ventilating and air conditioning ("HVAC") service to the Premises and to the common hallways, stairways, elevators and restrooms during normal business hours. The Tenant shall have the right to receive HVAC service during hours other than normal business hours, at Tenant's sole expense, *provided that* reasonable advance notice, as specified by Landlord, has been given. The Landlord shall provide cleaning or janitorial services according to the custom and practice for premises of similar type and size. The Landlord shall have no other obligation to provide any equipment or utilities within the Premises. No utilities for use within the Premises shall be installed or connected by Tenant without written authorization from Landlord. The Landlord shall have no liability for non-delivery or interruption of utilities to Tenant and Tenant shall have no right to abate Rent on account of same.

5. Condition and Possession Landlord agrees to maintain the structure of any building of which the Premises is part in the same condition as the structure is on the Commencement Date, excepting reasonable wear and tear and damage by fire and other casualty. The Premises are accepted by Tenant in "as is" condition and without any other warranty or representation from Landlord. The Landlord shall not be liable for any failure to deliver possession of the Premises or any other space due to the holdover or unlawful possession of such space by any party. In such event, the Commencement Date for such space shall be postponed until the date Landlord delivers possession of the Premises to Tenant free from occupancy by any party. In the event that the Tenancy is interrupted or terminated as a result of *Force Majeure* or other act beyond the control of the Landlord, as defined in paragraph 23, shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement. Tenant agrees that Tenant shall have the duty to comply with the requirements of the Americans With Disabilities Act ("ADA") concerning use of the Premises and Tenant agrees to indemnify and defend Landlord with regard to any claim alleging violation of the ADA or similar law or regulation.

6. Security Deposit. Tenant shall pay a "Security Deposit" to Landlord in the amount of 2,000 ^{#0} dollars (\$ 0) upon the execution of this Lease.

The Security Deposit shall be maintained by Landlord, without interest, as security for the performance of Tenant's obligations. The Security Deposit is not an advance payment of Rent nor a measure of damages. Landlord may use or apply all or part of the Security Deposit to satisfy past due Rent or to cure any Default of Tenant. If Landlord uses or applies any part of the Security Deposit, Tenant shall, upon demand, replenish the Security Deposit to its original amount, within thirty (30) days. Landlord agrees to return any remaining balance of the Security Deposit to Tenant within forty-five (45) days after: a) the date Tenant surrenders the Premises to Landlord; or b) final determination of the Rent due from Tenant; whichever is later. Landlord shall not be required to hold the Security Deposit in a separate account.

7. **Permitted Use.** The Premises shall be used for A RESTAURANT

No other use of the Premises is permitted. Tenant shall not use the Premises in a manner that interferes with the quiet enjoyment of any property or premises owned or occupied by any other person. Tenant shall comply with all statutes, codes, ordinances, orders, rules and regulations of each municipal, state or other governmental entity ("Laws"), regarding the conduct of Tenant's business and the use, condition, maintenance and occupancy of the Premises. No oil or hazardous material and no toxic material or substance, including any material or substance, defined or regulated by Massachusetts General Laws Chapter 21E, Section 1 et seq., shall be brought to or permitted to remain at the Premises. Tenant shall not make any use of the Premises that renders the Premises uninsurable or that materially increases the cost of insurance to Landlord. The Tenant shall not make any improvement or structural change to the Premises or erect a sign without written consent of the Landlord. Reasonable non-structural changes may be within the Premises with prior authorization of the Landlord and Landlord agrees that consent shall not be unreasonably delayed or withheld. At the Termination Date any alterations or improvements made by the Tenant that remain at the Premises shall become the sole property of the Landlord. Landlord may, by written notice to Tenant at least thirty (30) days prior to the Termination Date, require Tenant, at Tenant's sole expense, to remove any alteration or improvement installed by or for the benefit of Tenant.

8. **Entry by Landlord.** Landlord has the right to enter the Premises to inspect or show the Premises, to clean and make repairs, improvements or additions and to perform maintenance, repairs, improvements or additions to any portion of the structure in which the Premises is located. Landlord shall provide Tenant with reasonable prior verbal notice before entry, except that notice is not required in case of emergency, as determined in Landlord's sole discretion. Entry by Landlord shall neither constitute a constructive eviction nor entitle Tenant to an abatement or reduction of Rent.

9. **Assignment and Subletting.** Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use or occupy any portion of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Within fourteen (14) business days after receipt of signed copies of any assignment, sublease, transfer or encumbrance and any other information as the Landlord requests, Landlord shall either a) consent to the assignment, sublease, transfer or encumbrance by executing a consent agreement in a form satisfactory to Landlord; b) refuse to consent to the Transfer; or (c) exercise its right to recapture any portion of the Premises that Tenant proposes to assign, sublease, transfer or encumber. Tenant shall pay Landlord as additional rent fifty percent (50%) of all rent and other consideration that Tenant receives as a result of any assignment, sublease, transfer or encumbrance that is in excess of the Rent payable to Landlord for the relevant portion of the remaining Term. If Tenant is in default, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of Tenant's share of payments received by Landlord.

10. **Liens.** Tenant shall not permit a mechanic's lien or other lien to be placed upon the land or structure in which the Premises is located in connection with any work done by or for the benefit of Tenant. Tenant shall, within ten (10) days of notice from Landlord, fully discharge any lien by settlement, by bonding or by insuring over the lien in the manner prescribed by Law. If Tenant fails to do so, Landlord may bond, insure over or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord, including, without limitation, reasonable attorneys' fees.

11. **Indemnification and Waiver.** Tenant hereby waives all claims against and releases Landlord and its officers, directors, employees, trustees, beneficiaries, partners, mortgagees and each of their successors and assigns from all claims for any injury to or death of persons, damage to property or business loss in any manner related to: a) any act of a third party, b) any act of God; c) bursting or leaking of any tank, pipe, drain or plumbing fixture; d) failure of any security service, personnel or equipment; or e) any *Force Majeure* or other matter outside of the reasonable control of Landlord. Except to the extent caused by the negligent or willful misconduct of

Landlord, Tenant agrees to indemnify, defend and hold Landlord harmless from all claims, debts, demands, liabilities, obligations, damages, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, that may be imposed by or against Landlord arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions of Tenant or any of Tenant's guests, invitees, assignees, subleasees, contractors or licensees.

12. Insurance. Tenant shall maintain the following insurance ("Tenant's Insurance"): a) commercial general liability insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of TBD dollars (\$ _____); b) property / business interruption insurance issued on an all risk or special perils form, with coverage for water damage including earthquake sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of Tenant's equipment fixtures, furniture, inventory, merchandise and other personal property in the Premises as well as any leasehold improvements for the benefit of the Tenant; c) workers' compensation insurance to the extent required by law and in amounts as may be required by applicable statute and employers liability coverage of at least \$ TBD per occurrence. Each commercial general liability insurance policy shall name Landlord (or its successors and assignees) and their respective officers, directors, employees, and agents, and other designees of Landlord and its successors as the interest of such designees shall appear, as additional named insureds. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least thirty (30) days' advance written notice of any cancellation, termination, material change or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance no later than the Commencement Date or the date Tenant is provided with possession of the Premises, whichever is earlier. During the Term the Tenant shall provide evidence of renewal or existence of such insurance as necessary to assure that Landlord always has current certificates evidencing Tenant's Insurance.

13. Broker's Fee. The Landlord agrees to pay broker(s), n/a, duly licensed Massachusetts real estate broker(s), a fee of _____ dollars (\$ _____) for services rendered in connection with the lease of the Premises. The Tenant represents and warrants that Tenant has not dealt with any other broker in connection with rental of the Premises and agrees to indemnify, defend and hold Landlord harmless from any claim, demand or liability of any other person seeking payment for services provided to Tenant in connection with leasing the Premises.

14. Subrogation. Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all causes of action, claims, actions and rights of recovery against the other for any loss or damage with respect to Tenant's personal property, leasehold improvements, the structure in which the Premises is located, the Premises or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been obtained) covered by insurance.

15. Fire or Casualty. The Landlord has the right to terminate this Lease if all or any part of the Premises is damaged by fire or other casualty to the extent that it cannot reasonably be repaired within one hundred (100) days after the date of such fire or casualty. This right of termination is exercisable by written notice to Tenant within sixty (60) days of the date of the fire or other casualty. If this Lease is not terminated, Landlord shall promptly and in good faith, seek to restore the Premises. Such restoration shall be to substantially the same condition that existed prior to the fire or other casualty, except for modifications required by law. Upon notice from Landlord, Tenant shall assign to Landlord (or Landlord's designee) all property insurance proceeds payable to Tenant under Tenant's Insurance with respect to any leasehold improvements for the benefit of Tenant; provided that if the estimated cost to repair such leasehold improvements exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, the excess cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repairs. Within fourteen (14) days of demand, Tenant shall also pay Landlord for any excess costs identified during the course of repair work. Landlord shall not be liable for any inconvenience to Tenant, or injury to Tenant's business resulting in any way from the fire or other casualty or the repair work. Provided that Tenant is not in default, during any period of time that all or a material portion of the Premises is rendered unusable as a result of the fire or other casualty, the Rent shall abate for the portion of the Premises that is unusable.

16. Eminent Domain. Either party may terminate this Lease if any substantial part of the Premises is taken or condemned for any public use under law or by eminent domain. Landlord shall also have the right to terminate this Lease if there is such a taking of any portion of the structure in which the Premises is located or the land on which it is situated that would have a material adverse impact on Landlord's ability to operate the remainder of the

structure/land. The terminating party shall provide written notice of termination to the other party within sixty (60) days after first receipt of any notice of the taking. The termination shall be effective on the date the taking becomes effective. All compensation awarded for a taking, or sale proceeds, shall be the property of Landlord.

17. Tenant's Default. A "Tenant's Default" shall mean and include a circumstance when a) the Tenant fails to pay all Rent when due, if such failure continues for three (3) business days after written notice to Tenant which notice shall be in satisfaction of, and not in addition to, notice required by Law; or b) Tenant's failure to comply with any term, condition, requirement or covenant of this Lease (other than non-payment of Rent), if such failure is not cured within thirty (30) business days after written notice to Tenant, which notice shall be in satisfaction of, and not in addition to, notice required by law; or c) Tenant is declared bankrupt or insolvent or if any property of Tenant is the subject of an assignment for the benefit of creditors.

18. Landlord's Remedies. In the event of a Tenant's Default, Landlord shall have the right to terminate this Lease or terminate Tenant's right to possession. Upon receipt of a notice of termination Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord may enter upon and take possession of the Premises, in compliance with law. Notwithstanding the foregoing, the Tenant shall pay Landlord all past due Rent and other damages, losses and expenses suffered by Landlord as a result of Tenant's Default. Those costs and expenses shall include the costs and expenses incurred in reletting or attempting to relet the Premises, including reasonable attorneys' fees, brokerage fees, the cost of physical alterations to the Premises and the reasonable value of other allowances or concessions granted to a new tenant. The Landlord has the right to collect all rents and other payments from any reletting. The Landlord shall not be responsible or liable for any delay or inability to relet all or part of the Premises or for the failure to collect any rent. In lieu of determining damages as described above, Landlord may elect to receive as damages the sum of a) all Rent accrued through the date of termination of this Lease or of Tenant's right to possession, and b) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value, minus the then present fair rental value of the Premises for the remainder of the Term, comparably discounted, after deducting all anticipated costs of reletting. If Tenant is in default of any of the non-financial duties under the Lease, Landlord shall have the right to perform such duties. Upon demand, Tenant shall reimburse Landlord for the cost of such performance plus an administrative fee equal to ten percent (10%) of the cost of the work performed. Termination of Tenant's Lease or right to possession or Landlord's entry on all or part of the Premises shall not relieve Tenant of its duties and liabilities under the Lease. Each right and remedy of the Landlord shall be separate and in addition to any other right and remedy now available or hereafter available to Landlord.

19. Landlord's Default. Before filing suit for any alleged default by the Landlord, Tenant shall give Landlord and each Mortgagee about whose identity Tenant has been notified, written notice and a reasonable time to cure the alleged default. In the event of a default by the Landlord in the terms of this Lease, no individual officer, director, agent, servant, employee, trustee, stockholder or beneficiary of the Landlord shall be personally liable for performance of the Landlord's obligations.

20. Subordination. Tenant agrees that this Lease is subject to and subordinate to each mortgage, ground lease or other lien now or subsequently arising on the Premises, or on the land or structure in which the Premises is located. Tenant's agreement applies to any refinancing, renewal, modification, and extension of the mortgage. Upon request from the holder of a mortgage, Tenant shall execute a commercially reasonable subordination agreement. As an alternative, any mortgagee shall have the right, at any time, to subordinate its mortgage to this Lease. Upon request, Tenant shall deliver a commercially reasonable estoppel certificate to those parties as are reasonably requested by Landlord, without payment, within ten (10) days after receipt of a written request.

21. Notice / Addresses. All demands, approvals, consents or notices shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested, or sent by overnight or same day service by hand at the party's respective address, set forth below. Each notice shall be deemed to have been received on the date of actual delivery or the date on which delivery is refused, whichever is earlier. If Tenant has vacated the Premises without providing a new address, each notice to Tenant shall be deemed to have been received three (3) days after notice is deposited in the mail of the United States Postal Service or with a delivery service as described above. Either party may, at any time, change the address set forth below (other than to a post office box) by giving the other party written notice of the new address.

Landlord:

MARLEITH CORP

Tenant:

NEW ENGLAND FUTUREAD + LLC

22. Surrender of Premises. At the termination of this Lease or Tenant's right of possession, Tenant shall remove all personal property and surrender the Premises to Landlord in good order and in "broom clean" condition, ordinary wear and tear and damage excepted, removing, as requested by Landlord, any improvements or alterations made by Tenant. If Tenant fails to remove any of Tenant's personal property within two (2) business days after termination, Landlord, at Tenant's sole cost and expense, shall be entitled to remove and store Tenant's personal property. Landlord shall not be responsible for the safekeeping or preservation of Tenant's personal property. Tenant shall pay Landlord, upon demand, all costs of storage. If Tenant fails to remove Tenant's personal property from the Premises or from storage within thirty (30) days after delivery of notice, Landlord may deem all or any part of Tenant's Property to be abandoned and title to that property shall vest in Landlord. If Tenant fails to remove any of the alternations or improvements made by Tenant by the Termination Date and complete related repairs in a timely manner, Landlord may perform such work at Tenant's expense. If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, occupancy of the Premises after termination shall be that of a tenancy at sufferance. Tenant's occupancy shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to two hundred percent (200%) of the sum of the Rent and of the Additional Rent due for the period immediately preceding the holdover. No holdover by Tenant or acceptance of payment from the Tenant after the termination of this Lease shall extend the Term or prevent Landlord from immediate recovery of possession of the Premises.

23. Miscellaneous.

1) Time / Force Majeure. Time is of the essence of each provision of this Lease. The failure or delay of either party to declare a default immediately upon its occurrence or a delay in taking action for a default shall not constitute a waiver. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant (other than the payment of the Security Deposit or Rent), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party (" Force Majeure "). Force Majeure does not include financial difficulties of a party.

2) Attorneys' Fees / Costs Of Suit. If either party commences suit for violation of or to enforce any covenant, term or condition of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses. Landlord and Tenant hereby waive any right to trial by jury in any proceeding based upon a breach of this Lease.

3) Sale / Assignment. Landlord shall have the right to transfer and assign, in whole or in part, all of its ownership interest, rights and obligations in the Lease, including the Security Deposit, and upon transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations and the return of any Security Deposit.

4) Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Premises. This Lease may be modified only by a written agreement signed by Landlord and Tenant. This Lease shall be interpreted and enforced in accordance with the Laws of the Commonwealth of Massachusetts.

5) Executive Order 13224. Tenant represents and warrants to Landlord that each individual executing this Lease on behalf of Tenant is authorized to do so on behalf of Tenant and that Tenant is not, and the entities or individuals constituting Tenant or which may own or control Tenant or which may be owned or controlled by Tenant are not, among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists.

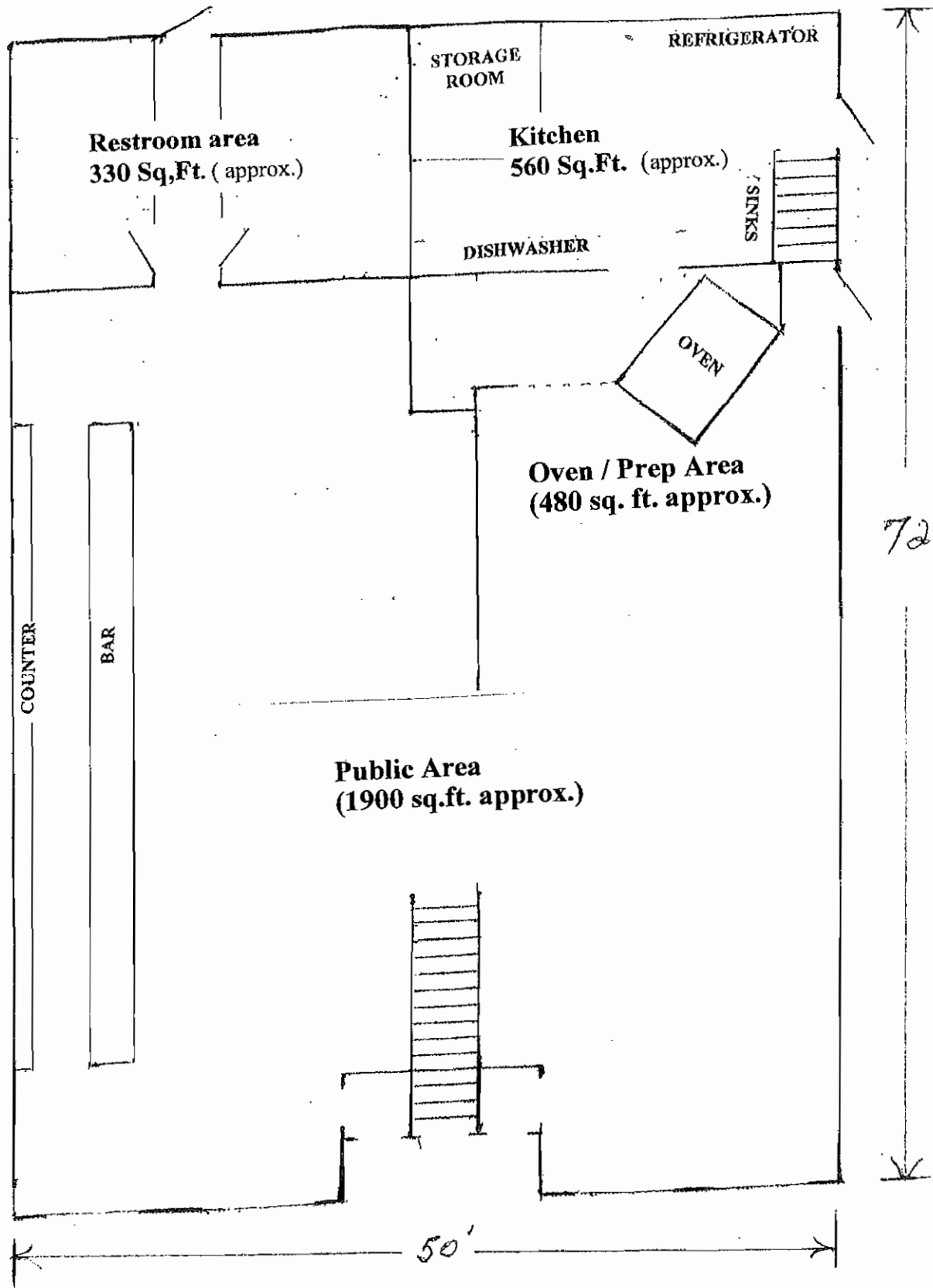
24. Additional Provisions

[Handwritten signature]

IN WITNESS WHEREOF, the parties have set forth their hands and seals.

[Handwritten signature] _____ *8/15/14* *[Handwritten signature]* _____
TENANT or authorized agent Date LANDLORD or authorized agent Date

TENANT or authorized agent Date



Giusti, Hingston and Company

Certified Public Accountants

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Georgetown, MA 01833

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Email: GiustiHingstonCo@aol.com

June 27, 2014

Board of Selectmen
Town of Ayer
Town Hall
Ayer, MA 01432



Dear Members of the Board:

In planning and performing our audit of the financial statements of the Town of Ayer, Massachusetts as of and for the year ended June 30, 2013, in accordance with auditing standards generally accepted in the United States of America, we considered the Town of Ayer, Massachusetts' internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town of Ayer, Massachusetts' internal control. Accordingly, we do not express an opinion on the effectiveness of the Town of Ayer, Massachusetts' internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and therefore there can be no assurance that all such deficiencies have been identified.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

We do not consider the following matters to be significant deficiencies or material weaknesses. However, they are matters we want to communicate to you.

Old Motor Vehicle Excise Accounts Receivable Accounts

During June of 2014, we did a follow up review of the old accounts receivable accounts that we had reviewed last year. In our prior audit report, we noted that the accounts receivable balances for the motor vehicle excise tax receivable accounts dated back twenty-two years. We also noted that a significant portion of these old accounts receivable accounts came about when the Fort Devens Army Base was in operation and when people stationed on the base transferred to another state, it became very difficult to pursue collection efforts for the unpaid accounts. In our June 30, 2012 audit report, we recommended that the Town consider writing off the old motor vehicle excise tax balances (greater than five years old).

After last year's June 30, 2012 audit was complete, I met with the Town's Finance Manager, Tax Collector and the Assistant Assessor to discuss these old accounts receivable accounts. During this meeting we discussed how to go about writing off the very old accounts. The Assistant Assessor has experience abating old accounts receivable accounts from her prior employment, working in the Assessor's office in another Town. She explained that the procedure that should be followed would include having the Tax Collector prepare a letter requesting that the Assessor's office abate the 1992 through 2007 outstanding motor vehicle excise tax receivable accounts. The Assessor's office would also need to be provided with a detailed list of all of the specific taxpayers who have not paid their bill for all of the years involved.

During our fiscal year ended June 30, 2013 audit, we reviewed and discussed the current status of these old accounts receivable accounts. During our review of the accounting records and in our discussions with Town personnel, we found that the required procedures were followed and the very old receivable balances were written off. The levies from 1992 all the way through 2002, were abated by the Assessor's office. By eliminating so many of these very old accounts receivable accounts, the process of reconciling the accounts receivable balances between the Town Accountant and the Tax Collector will become more efficient.

As we noted in our prior audit report, for a typical Massachusetts resident that has not made the required payment on their account due to the Town, there are a number of steps that the Tax Collector is taking to ensure that the accounts get paid. For example, when a motor vehicle excise tax bill is sent out, it is due and payable to the town within thirty days. If it is not paid within the thirty days, a demand for payment is then sent to the taxpayer and a Five dollar fee is added to the bill. If the bill is not paid within fourteen days, then a warrant is prepared and the bill becomes the responsibility of the Deputy Collector. If the taxpayer does not respond within thirty days to the Deputy Collector, Massachusetts general law gives the Tax Collector the authority to transmit to the Registrar of Motor Vehicles, a notice of nonpayment of the excise tax (specifying the name and address of the person to whom the excise tax was assessed). Upon receipt of such notification of nonpayment, the Registrar shall place the matter on record and not renew the license to operate a motor vehicle of the registered owner of the vehicle, nor issue a new registration of such to the person to whom the unpaid excise tax was assessed. The possibility that these actions will take place makes it more likely that the excise tax bills will be paid. It is very important that these collection efforts continue to be followed on a regular and timely basis to increase the likelihood of collecting the accounts receivable amounts due to the Town.

Another step that increases the likelihood of collecting on the old accounts receivable accounts, involves the Deputy Collector continuing to maintain the unpaid accounts receivable lists for the taxpayers that have had their accounts abated. In addition, the accounts that are abated will continue to be "tagged" at the Registry of Motor Vehicles, which will require taxpayers to pay off their account if they want to register a vehicle or obtain (or renew) their drivers license.

Old Personal Property Tax Accounts Receivable Accounts

During last year's meeting that we had to discuss the old motor vehicle accounts receivable accounts, we also discussed the old personal property tax accounts that date back fifteen years. For the delinquent accounts that are more than five to seven years old, it was recommended that the Tax Collector proceed with the abatement process. The process the Tax Collector should follow, to request abatements, would be the same as for the old motor vehicle accounts, where the Tax Collector would provide the Assessor's office with a detailed list of the unpaid accounts, by year, and also send a request in writing that the accounts be abated. The Assessor's office would then present this documentation to the Board of Assessor's for review. During our current review it was determined that the proper procedures were followed and the old levies from 1992 through 2002 for personal property tax accounts were all abated.

Tax Collector's Depository Bank Account and Ambulance Bank Account

During our prior year June 30, 2012 audit, we noted that there were a number of cash reconciliation items that required a lot of attention. These reconciling items related to property tax and motor vehicle excise tax receipts and turnovers from the Tax Collector to the Treasurer. The procedures followed relating to these tax collections include depositing the receipts into a Tax Collector's bank account, by the Tax Collector's office, and then subsequently a turnover is made from the Tax Collector's bank account to the Treasurer's bank account. Because of the problems encountered relating to these reconciling items associated with reconciling the Tax Collector's bank account, we had recommended that the Tax Collector's bank account not be used any more to make tax deposits. Instead, we recommended that a new bank account be opened.

The new bank account would have been set up as a Treasurer's bank account and not a Tax Collector's bank account.

The Tax Collector, Finance Manager, Selectmen and Finance Committee were in agreement with us that these steps should be taken relating to the tax Collector's bank account. However, the Treasurer did not agree that these steps were necessary, and therefore a new account was never established. Since the Treasurer did not agree, an alternative solution was agreed upon by the Tax Collector and Finance Manager.

During our follow up review, relating to the fiscal year 2012 audit, it came to our attention that most of the cash reconciliation issues came about because revenues received by the Tax Collector, relating to tax collections, were posted to the Town's accounts receivable accounting software (and therefore into the Town Accountant's general ledger), but these items were not turned over to the Treasurer until a later date. During our fiscal year ended June 30, 2013 audit, we reviewed the current status of the reconciling items relating to the Tax Collectors bank account. During this review it was determined that the more recent turnovers from the Tax Collector to the Treasurer, relating to Tax collections, were being made in a more timely manner than they had been in the past.

During our review and in the discussions that took place, relating to the Tax Collections and turnovers from the Tax Collector to the Treasurer, it was agreed upon by all parties that it is extremely important that the Tax Collector's office do all that it can to make timely turnovers every month, and, that the turnovers should be made in the same period as when the revenues are posted to the accounts receivable software.

We recommend that the Tax Collector continue to post the tax revenues to the accounts receivable computer system and continue to prepare the deposit slips and make the deposits, however, as noted above, the deposits should be made in a timely manner every month and they should be turned over to the Treasurer in the same period that they have been posted to the Accounting system. In addition, the timing of when these postings are happening should be carefully reviewed by the Tax Collector with the Town Accountant every month.

Once the difference remaining in the Collector bank account has remained unchanged from month to month, an adjustment will be made and the any balance will be turned over to the Treasurer. The balance in the account should then agree to the most recent tax collections that are in transit to be turned over to the Treasurer.

During our current review, we also noted that the analysis of the Ambulance Bank account (that we had recommended in our prior audit report), was completed by the Town Accountant. We recommend that the Treasurer and Town Accountant meet each month to review the activity posted to the Ambulance bank account and make sure that the proper reporting and adjusting procedures take place every month.

Management Response (from Treasurer)

This is a good policy and will reduce the amount that the Ambulance bank account accumulates each month. You mentioned that the Treasurer and Town Accountant should meet each month to review the activity posted to the Ambulance account. I agree that we should meet to review the Ambulance activity as well as review the activity for the CPA bank account.

GASB Statement # 63 – Financial Reporting of Deferred Outflow of Resources, Deferred Inflows of Resources, and Net Position

The Governmental Accounting Standards Board, (GASB), issued **Statement Number 63**, which became effective for Financial Statements prepared for the fiscal year ended June 30, 2013. This Statement amends the “**net asset**” reporting requirements in **Statement No. 34**, “*Basic Financial Statements – and Management’s Discussion and Analysis – for State and Local Governments*”, and incorporates the concept of deferred inflows and deferred outflows of resources, and the new terminology, “**Net Position**”.

A significant change required by this new statement is that the **name of the Statement of “Net Assets” has been changed to the Statement of “Net Position”**. In addition to the name change for the “Statement of Net Assets”, wherever the words “**Net Assets**” were used in the prior Financial Statements, GASB 63 requires that they be replaced by the words “**Net Position**”. For the fiscal year ended June 30, 2013, the Town does not have any items that need be reported as deferred inflows or deferred outflows, however, based on GASB 63 criteria, the name change from the Statement of Net Assets to the Statement of Net Position, “is still required regardless of whether a government reports any deferred outflows of resources or deferred inflows of resources”.

GASB 63 states that **The Statement of Net Position** should be presented in the order of; Assets, Deferred Outflows, Liabilities, Deferred Inflows, and **Net Position**. In addition, The Statement of Net Position should report the residual amount of these account classifications as *net position*, rather than net assets.

GASB Statement #65 - Items Previously Reported as Assets and Liabilities - Statement #65 reclassifies certain items currently being reported as assets and liabilities as outflows (or deferred outflows) of resources and inflows (or deferred inflows) of resources. The required implementation date of Statement #65 for the Town is June 30, 2014.

The most common accounting matter that would require using the new GASB Statement would be if the Town were to do a Debt Refunding. Under the previous accounting Standard, the Town’s Financial Statements would have reported the “Deferred Debit on Debt Refunding Issue” as an asset. In accordance with GASB Statement #65 it would now be reported as a Deferred Outflow of Resources.

GASB Statement #68 - Accounting and Financial Reporting for Pensions – Currently the Town is a member of the Middlesex Retirement System. Statement #68 establishes the methodology that must be used by governments to determine the “net pension liability” of the Retirement Plan that the Town is a member of. The Town’s share of the plan’s net pension liability will be reported in the Town’s Statement of Net Position. Reporting the net pension liability will have a significant impact on the Town’s net position. Currently, the pension system’s unfunded liability is only reported in the Required Supplementary Information section of the Town’s financial statements and does not impact the Town’s Statement of Net Position. The required implementation date of Statement #68 for the Town is June 30, 2015.

Since the unfunded “other post-employment benefits” liability is similar to the net pension liability, it appears likely that the Governmental Accounting Standards Board will address reporting the entire OPEB liability in the Statement of Net Position. Currently, the reporting of the OPEB liability is being phased in over a thirty year period.

Health Insurance – Retirees

In 2010, the Massachusetts Legislature adopted Massachusetts General Laws (MGL) Chapter 32B Section 9A ½. This section of the law provides the statutory authority for one municipality to bill other municipalities for a percentage of a retiree's health insurance premium. The Town may issue a bill "*for the portion of the premium contributions that corresponds to the percentage of the retiree's creditable service that is attributable to each governmental unit.*"

The language of MGL 32B S 9A ½ is fairly broad, but it does address the circumstances where each Town pays a different percentage of retirees' health insurance. ("*The other governmental units shall be charged based on their own contribution rate or the contribution rate of the first employer, whichever is lower.*") Currently, many municipalities have their own requirements (years of service, must retire from that municipality) that must be met in order to be eligible for retirees' health insurance. These varying requirements have made it difficult to determine what a municipality's "contribution rate" is (i.e. it may be interpreted that "based on their own contribution rate" could mean you owe nothing since the employee did not meet your eligibility requirements).

Another issue to be resolved is whether the premium bills from other municipalities should be considered "prior period bills" since you would be reimbursing a municipality for premiums paid in a prior fiscal year. Although a formal policy decision has not yet been made by the Division of Local Services, it is likely that they will provide guidance in the future.

Many municipalities have already begun issuing bills in accordance with MGL 32B S 9A ½ and it appears that more will soon follow. As a result, the Town will have to consider the potential costs during the appropriation process. In addition, we believe that the Town should develop procedures to bill other municipalities for their portion of retiree health insurance benefits. The regional (county) retirement system can be a resource in the billing process since they have the employment history for retirees.

Since the new legislation will impact all municipal entities, we recommend that the Town work with its state Legislators and other municipalities to develop procedures that will simplify what appears to be a cumbersome billing process. In addition, State Law requires that these bills be paid, so we recommend that the Treasurer review each bill that comes in and properly authorizes payment for legitimate bills.

Management Response (from Treasurer)

NO TOWN OF AYER RETIREES HEALTH INSURANCE IS IN JEOPARDY WITH THIS LAW.

MGL Chapter 32B Section 9A1/2 was a broken law at the very start. It became effective January 1, 2011. It is not "fairly broad" it is very broad. It does not address the issues that many municipalities have, some of which are described above. In April of this year, in one day I received thirty seven emails about this law. Out of that many emails only 13 or 35% pay and bill. The other 24 or 65% do not pay nor do they bill. People are waiting for legislation that will change the law and make it more workable. In July the MCTA sent out an email asking for legislation proposals. Out of the five that were posted, three were asking for full repeal legislation of Chap 32B Sec 9A1/2.

I have spoken to other Treasurer's about the bills they have sent out; they have told me that they don't care if the municipalities pay them. They have told me that their Mayor is not in favor of this law and will not pay or bill.

“Although a formal policy decision has not yet been made by the Division of Local Services, it is likely that they will provide guidance in the future.” In my research of the law, I have been told that the state does not want to get involved in resolving the issues surrounding the problems. In my opinion, they don’t really care about the law and only put it into law to appease the few who have pushed for it. This law does not apply to employees who have worked for the state or MTRB. They will not pay.

I have received maybe ten or so bills from other communities. All except one have been for the school. The one received for the Town is for \$62 and the calculation is in question. That community does not care if we pay it or we don’t pay it. As for billing other communities all of our retirees that are affected by this law have always worked for this Town. We are not going to make any money from this venture.

As I mentioned above, most of the bills were for school retirees. They retired from other school districts as of June 30, 2011. I asked Bill Plunkett, Coordinator of Operations for the ASRSD, if there was any written information that addressed the issue of Retirees health insurance. Mr. Plunkett told me that it was only verbally agreed upon that the Town would continue to pay for retiree’s health insurance who retired before July 1, 2011 and the school would pay for retirees who retired after June 30, 2011. Mr. Plunkett emailed me the Agreement between the Town and the School. It does not address Retirees Health Insurances.

Now this new law comes along that addresses health insurances for retirees of other municipalities who previously worked in the Ayer. My question is, who really is responsible for these Retirees who are in this position? The law was effective January 1, 2011, they retired June 30, 2011. There is nothing written between the Town and the School that addresses the Other Retirees, only verbal as already mentioned. So who is really responsible for Retirees Health that retire from the other municipality? If it is the Town, then what makes it so when there is no written agreement? This appears to be a legal issue that Town Council will have to work out, with no help from the State as they are unwilling to get involved. They leave it up to the municipalities.

It is my opinion that at this time the Town should not spend the money or participate until the law is clarified better. As far as working with our State Legislators, I would work to ask them to get the law repealed. Since other communities are in the same flux, most not willing to participate, they might not be in favor of or agree on how to simplify the billing process.

House Bill Number 59 – Retirees’ Health Insurance

In February of 2013, the Governor introduced legislation (House Bill Number 59) aimed at reducing the cost/liability for retirees’ health insurance. The legislation, if enacted, will change the eligibility requirements for age and years of service that employees must meet in order to receive the retirees’ health insurance benefit. In addition, the legislation pro-rates the retirees’ health insurance benefit based on years of service. In order to receive the Town’s maximum benefit, an employee must have thirty years of service. If an employee retires with twenty years of service, he/she is eligible to receive 50% of the premium, regardless of the benefit offered by the employer. Upon reaching twenty-three and twenty-seven years of service the employee’s benefit increases (if the employer’s maximum benefit exceeds 50%). Since the Town’s maximum benefit is 65%, long term employees would be among those who phase in to the maximum benefit. In an attempt to protect employees close to retirement and those on disability pensions, the legislation includes grandfathering and phase in provisions. The legislation, as written, does not include a local option provision.

On October 31, 2013, the Massachusetts legislature had a public hearing on this matter. At this point, nothing has been finalized.

If passed, the long term impact of the legislation would reduce the Town's Other Post Employment Benefits liability and the future appropriation requirements for retirees' health insurance. We recommend that the Town monitor the status of the House Bill Number 59.

Written Cash Investment Policy

As we had noted in our prior report, the Town Treasurer often has a considerable amount of cash to invest. Although somewhat limited by statute, the Treasurer still must weigh risk versus yield. The Federal Deposit Insurance Company (FDIC) insures government cash deposits and certificates of deposits in banks up to \$250,000. Certain depositories have other insurance and collateralization policies, which provide additional coverage on deposits.

During difficult times, it is especially important that the Treasurer make deposits in sound financial institutions. The Treasurer currently uses the services of Veribanc to assess and rate the strength of various banks based on a number of financial factors. We recommend that the Treasurer continue to use this service, and we also recommend that the Town's investment policy be reviewed and a formal written policy should be developed. This policy should include a minimum rating a bank must have in order for the Treasurer to invest in it. The policy should also consider the minimum ratings (i.e. Moody's) that other types of investment vehicles must have in order for the Treasurer to purchase them. Also, a policy of the maximum acceptable amount of uninsured or uncollateralized deposits, in a particular bank, should be established and complied with.

Establishing and abiding by a sound investment policy is an important step in upholding the Town's fiduciary responsibility to the public.

Management Response (from Treasurer)

I use the Veribanc rating list and look at all of the banks that we do business with as well as looking at banks that we do not do business with. I look at what infractions banks have had put against them. This is an important part in my choosing a bank.

The investment companies that the Town uses have very good reputations. Not only do they invest in legal list equities, they are watching out for the Towns funds.

I have an investment policy. It does need to be updated. I can work on that this year.

Non Sufficient Funds (NSF) Checks

As we noted in our prior report, there are a number of checks that have been received by the Town, which were deposited into the Town's depository bank account that the bank subsequently returned to the Town because of insufficient funds. When the bank determines that a check has insufficient funds, it automatically redeposits the check in anticipation that funds would then be available. If there are still insufficient funds available, the bank notifies the Treasurer of the NSF check. The Treasurer then sends a letter to the person indicating that the check has been returned for insufficient funds, and requesting payment. In addition to the first letter that is being sent by the Town, we recommend that a second letter be sent within thirty days, if there is no success from the first letter.

We also recommend that the Town consider developing a policy with the objective of not giving Town goods or services to anyone who has a NSF check outstanding with the Town. A procedure could be developed so that any department that provides goods or services, would be notified in a very timely manner of any new NSF checks that the Town has been made aware of. This policy would have the effect of reducing the number of new NSF checks the Town is burdened with, by refusing to give goods or

services to persons or businesses with these checks. During the fiscal year ended June 30, 2013, there were only seven new NSF checks that the Town added to the list. If a policy can be developed, the number of new NSF fund checks could be kept to a minimum.

Management Response (from Treasurer)

The above is a copy of the last paragraph from the Management Letter sent to the Town by Giusti, Hingston and Company, auditors for the Town.

In past years it has been mentioned in the Management Letter to develop a policy on how to handle Non-Sufficient Fund (NSF) Checks. That policy is to send an initial letter to the person whose check has been returned to the Town. Then a second letter is to follow in thirty (30) days. Most of the NSF checks are from the school department and have ceased since regionalization. Now most of them are from either of two departments.

While these are good policies, sometimes they do work. But then, they don't always work for whatever personal reasons the offending party has. They won't respond to any letters sent to them. Some of the NSF checks are due to account closures.

I have suggested to some departments to not accept checks for services from repeat offenders, to require cash or a money order. They were not willing to do this. They are sent a copy of the letter that is sent out so they are aware that a check issued to them has come back as Non-Sufficient. If a policy is developed whereby services are not allowed until the NSF check is made good, then each department in Town will have to police this policy. All Town departments need to be on board with this policy, then, it might work better.

With online payments the number of NSF checks might be reduced or cease altogether.

On June 17th of this year I sent you a spreadsheet that lists all of the NSF checks dating back to 1995. I had asked you and we discussed how far back to go to collect on these checks. I have not received an answer yet. I will attach an updated list with these responses.

* * * * *

This communication is intended solely for the information and use of management, and those charged with governance and others within the organization, and is not intended to be and should not be used by anyone other than those specified parties.

After you have had an opportunity to consider our findings and recommendations, we shall be pleased to discuss them further with you. We would like to thank you for the cooperation and courtesy extended to us during the course of the engagement.

Sincerely,

Giusti, Hingston and Company

Giusti, Hingston and Company
Certified Public Accountants

SECTION 00510

AGREEMENT

THIS AGREEMENT is by and between The Town of Ayer, Massachusetts (“Owner”) and
Boucher Construction Corp. 435 Lancaster Street, Leominster, MA 01453 (“Contractor”).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

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

The work involves the installation of approximately 1800 linear feet 8-inch ductile iron (DI) water main in Pleasant Street from Howard Street to the end and in Taft Street from Pleasant Street to Nashua Street. The work includes the replacement of water mains and appurtenances, hydrant assemblies, house service connections, and interconnections with other streets within the limits of work. The method of water main installation is open cut and cover.

ARTICLE 2 – THE PROJECT

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

The entire Project.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Ayer DPW (Engineer), who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 75 days after the date when the Contract Times commence to run as provided in Paragraph 3 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 3.9 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and

Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1000 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1000 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01A.

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the General Conditions:
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts as Engineer shall determine in accordance with the General Conditions.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

7.01 Not Applicable

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Performance bond and Payment bond
 - 3. General Conditions
 - 4. Supplementary Conditions

5. Specifications as listed in the table of contents of the Project Manual.
 6. Drawings consisting of 3 sheets with each sheet bearing the following general title: Pleasant Street Water Main.
 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 00300-1 to 00300-8, inclusive).
 - b. Certificate of Authority (page 00302-1).
 - c. Experience and Reference Forms.
 8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

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

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

This Agreement is dated _____.

OWNER:

Board of Selectmen
Town of Ayer
Ayer, Massachusetts

By: _____

Title: Chairman

By: _____

Title: Member

By: _____

Title: Member

CONTRACTOR

By: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Approved: _____

Title: Treasurer

Attest: _____

Title: Clerk

Address for giving notices:

Attest: _____

Title: _____

Address for giving notices:

Agent for service of process:

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

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: Open Ayer Harvest Festival
Cc: Robert Pontbriand
DT: August 26, 2014

Honorable Members:

At the invitation of a group of our local businessmen, I am helping and support an event that the owners of Lucia's, Markohs, Carlin's and Billiards would like to undertake on the Oct. 3rd and 4th weekend.

Both Chief Murray and Chief Pedrazzi have been informed of this proposed activity and to date, Chief Murray and Lt. Gill have attended one of the organizational meetings to discuss their concerns and recommendations with those involved.

The attached letter outlines the Group's request for some additional outdoor activities that would include: dining, drinks and entertainment outside of their normal establishments. Please see the attached letter for further details and the principals of the group: Mr. Moore, Berry and diCicco who plan to attend the September 2^{cd} meeting to personally make their request. I too will be present to acknowledge my support and outline the help both in my capacity as Economic Director and as a volunteer.

A handwritten signature in cursive script that reads "David Maher".

David Maher
Town of Ayer
Office of Community and Economic Development

August 26, 2014

Ayer Board of Selectmen
1 Main Street
Ayer, MA 01432

Honorable Selectmen:

As local businessmen here in Ayer, we are happy to say that we have seen some excellent growth in the numbers and vitality of Ayer's Downtown business corridor.

In our efforts to continue this growth and bring more visibility to our Town, a group of us including: Calvin Moore, Mark diCicco and David Berry with the help and support of David Maher, Ayer's Director of Economic Development, have decided to pool our resources to organize and promote an Open Ayer Harvest Festival on Friday October 3rd and Saturday Oct. 4th.

The event would include coordinated entertainment and activities between our four respective business locations: Carlin's, Billiards, Lucia's and Markohs. It would include a family day of activities from 2 pm to 5 pm on Saturday afternoon that would take place at both Depot Square and the rear parking lot of the Page-Moore building and night time activities on Friday and Saturday night that would include outside sidewalk dining and low volume entertainment at the front and rear of the Page-Moore building and Carlin's at Depot Square.

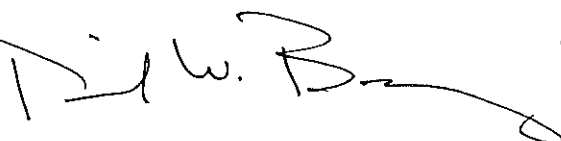
It is our experience and sense that this style of event will help promote and bring to Ayer a new and diverse crowd from families interested in hayrides and pumpkin painting to a new evening crowd looking for the seasonal dining and entertainment consistent with the fall season.

Therefore, this group is requesting permission from the Ayer Board of Selectmen to be allowed to:

- 1) Utilize the front sidewalk area along the Main Street facing of the Page-Moore Building (safety and barrier concerns to be addressed and coordinated with both the Police and Fire Departments and their respective Chiefs)
- 2) To be allowed to serve both food and alcohol: outside in the front of the Page-Moore building, behind the Page- Moore building in a designated area defined within the owners current parking lot and in an area designated and defined outside of Carlin's within the Depot Square area
- 3) Coordinate with the Ayer Police Department a no-parking area along the front of the Page-Moore and define that area for better public safety with some type of restrictions or barrier
- 4) The Group is requesting these activities to commence and be restricted from 7 pm on Friday Oct. 3rd till 12:00 am and from 2 pm until 12:00 am on Saturday Oct. 4th.

It is the intention of this group for this event and it's activities to be the start of new seasonal events which we hope will excite and include more of our Downtown businesses to become active partners with us as well as to bring more positive visibility and a heighten interest from customers of our surrounding communities to come and enjoy the growing amenities of Ayer.

Sincerely,



Calvin Moore



Carly Antonellis

From: Chief William Murray <pdchief@ayer.ma.us>
Sent: Thursday, August 28, 2014 2:36 PM
To: Carly Antonellis; Chief Pedrazzi
Cc: Robert Pontbriand; David Maher; Chief William Murray
Subject: RE: Proposed Harvest Festival

Dear Carly,

I have concerns over pedestrian safety and the containment of the public consumption of alcohol. I have had one meeting with the organizers of the event and am waiting for some answers to questions before putting together recommendations I would deem necessary in order to ensure a safe and enjoyable event. Unfortunately my answers are not going to come until Tuesday at the earliest so I may not have answers for the Board at their meeting that night.

The one thing I can offer now is that the organizers want to use the parking spaces in front of the Page block for pedestrian traffic and possibly for others who are just standing about. In order for this to occur I would want to see the placement of substantial barriers (not just rope, tape or plastic barriers) along this area to minimize the possibility of motor vehicles coming in contact with these pedestrians.

I know the organizers are going to do whatever is deemed necessary and are willing to work together with us to make this event happen.

Sincerely,

Chief William Murray
Ayer Police Department
54 Park Street
Ayer, MA 01432
978-772-8200 x500
fax 978-772-8202

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-----Original Message-----

From: Carly Antonellis [<mailto:cantonellis@ayer.ma.us>]
Sent: Thursday, August 28, 2014 11:34 AM
To: Chief William Murray; Chief Pedrazzi
Cc: Robert Pontbriand; David Maher
Subject: Proposed Harvest Festival

Hi Chief Murray and Chief Pedrazzi -

Please see the attached memo from David Maher and the owners of Lucia's, Markoh's, Carlin's and Billard's relative to the proposed Harvest Festival the weekend of the 3rd and 4th of October. I see that you were informed of the

proposal, but I am curious what your suggestions are. The BOS would like to have that information as well before the meeting on 9/2/14.

Please advise as soon as possible.

Thank you both!

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

-----Original Message-----

From: ricoh@ayer.ma.us [<mailto:ricoh@ayer.ma.us>]
Sent: Thursday, August 28, 2014 10:15 AM
To: Carly Antonellis
Subject: Message from "RNP00267372113E"

This E-mail was sent from "RNP00267372113E" (MP C4503).

Scan Date: 08.28.2014 10:14:51 (-0400)
Queries to: ricoh@ayer.ma.us

Carly Antonellis

From: Chief Pedrazzi <firechief@ayer.ma.us>
Sent: Thursday, August 28, 2014 1:38 PM
To: Carly Antonellis; Chief William Murray
Cc: Robert Pontbriand; David Maher
Subject: RE: Proposed Harvest Festival

Hi Carly,

As we discussed, the only concern that I have is that the access to Depot Square is kept open. Other than that I don't see any Fire Department issues.

Sincerely;
Chief Pedrazzi

-----Original Message-----

From: Carly Antonellis [<mailto:cantonellis@ayer.ma.us>]
Sent: Thursday, August 28, 2014 11:34 AM
To: Chief William Murray; Chief Pedrazzi
Cc: Robert Pontbriand; David Maher
Subject: Proposed Harvest Festival

Hi Chief Murray and Chief Pedrazzi -

Please see the attached memo from David Maher and the owners of Lucia's, Markoh's, Carlin's and Billard's relative to the proposed Harvest Festival the weekend of the 3rd and 4th of October. I see that you were informed of the proposal, but I am curious what your suggestions are. The BOS would like to have that information as well before the meeting on 9/2/14.

Please advise as soon as possible.

Thank you both!

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

-----Original Message-----

From: ricoh@ayer.ma.us [<mailto:ricoh@ayer.ma.us>]
Sent: Thursday, August 28, 2014 10:15 AM
To: Carly Antonellis
Subject: Message from "RNP00267372113E"

This E-mail was sent from "RNP00267372113E" (MP C4503).

Scan Date: 08.28.2014 10:14:51 (-0400)

Queries to: ricoh@ayer.ma.us

Carly Antonellis

From: dmaher@ayer.ma.us
Sent: Thursday, August 28, 2014 2:01 PM
To: matt@colabsagency.com; davidberry5@comcast.net; annedicicco@gmail.com; chefmarkoh@gmail.com; calvinm@needtogohunting.com
Cc: Carly Antonellis
Subject: Fwd: RE: A downtown event
Attachments: ATT00001.txt; ATT00002.htm

Members of the Open Ayer Fest group:

Please see Chief Murray's request for additional information in writing below. He is asking for your ideas and concepts in writing in order for him to better prepare the info he needs to submit to the Board of Selectmen office prior to them hearing the Groups request on Tuesday.

In order to have the one day licenses heard on Tuesday, someone of the group is going to need to outline the information that is being requested and get it over to his office and to the BOS office by 11 am

on Friday, especially since Town Hall is closed and the staff is away for Labor day on Monday.

I apologize for not being able to be in Ayer (due to my back issues)today and tomorrow to help you take care of this myself.

But in order to hopefully be heard on Tuesday, the BOS office wants additional input, beyond the request letter, from the Chief prior to the meeting.

Most of the questions have to do with the sidewalk use in front of Markoh's and Lucia's so hopefully someone on that staff could oversee this request.

If your not able to expedite this than we could definitely look to the BOS meeting on Sept. 16th to finalize this project.

Please don't hesitate to call me on my cell phone at 401-787-7801 if any of you have any questions or anything else I can help you with. If you want to speak with the BOS office that number is 772-8220.

David Maher
Office of Economic Development
Town of Ayer

----- Forwarded message from pdchief@ayer.ma.us -----

Date: Thu, 28 Aug 2014 14:32:31 +0000

From: Chief William Murray <pdchief@ayer.ma.us>

Reply-To: Chief William Murray <pdchief@ayer.ma.us>

Subject: RE: A downtown event

To: David Maher <dmaher@ayer.ma.us>, "wmurray@ayer.ma.us" <wmurray@ayer.ma.us>

Cc: Robert Pontbriand <ta@ayer.ma.us>

Thanks David, I would like something on paper if you could arrange that. I would also like to get some clarification on what Lucia's and Billiards are going to be doing. Calvin related at the meeting that he would be doing something on his outside deck but did not elaborate on what that would be. For Lucia's I just want some clarity on what is going to be happening outside. Are they just moving food service outside or is their bar also moving outside. I know people who are eating are going to be served alcohol but will there be people standing about and drinking?

Thanks for your help facilitating this!

Sincerely,

Chief William Murray
Ayer Police Department
54 Park Street
Ayer, MA 01432
978-772-8200 x500
fax 978-772-8202

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From: David Maher [mailto:dmaher@ayer.ma.us]
Sent: Wednesday, August 27, 2014 2:37 PM
To: wmurray@ayer.ma.us
Subject: FW: A downtown event
Importance: High

Chief Murray: Here is the email that I mentioned Chief Pedrazzi originally sent me, stating that he just wanted open unobstructed access to the buildings and general area in and around Depot Square, unless of course you now of other concerns that might have come out of the meeting yesterday that you feel he should consider.

Per your question from your earlier email from today: I think that Mark, Matt and Calvin are looking for a way to curtail access into the covered area of the Page-Moore block.

Some type of barrier that would be set up along the outside curbing that would:

1) Define the area that they would be using for the event and be able to keep people from just eating and drinking and then stepping off the curb or adversely impacting cars that would be parked next to that area if there was regular parking versus no parking at all. Visibility to the event would obviously be better without any cars parked along that block.

2) I think to have a pathway area out from the curb that would allow any regular pedestrians to pass along or outside of the designated sidewalk event area without having to pass through it.

Based on the two meetings that I have attended, this is the sense of the idea that I have gotten from them.

Here is the number of the restaurant if you would like to speak with them directly: 978-391-4837 or I would be happy to get something on paper for you, a drawing or detailed outline if either of those would help you determine what would be needed to achieve a successful but safe event.

David

From: Chief Pedrazzi [mailto:firechief@ayer.ma.us]
Sent: Wednesday, August 20, 2014 2:31 PM
To: David Maher; Lt. Brian Gill
Subject: RE: A downtown event

Hi David,

I am not available on Friday. I have available time on Tuesday. Let me know what time you decide. The only concern that I would have is that they keep the depot area open for fire access. Other than that issue I don't see any Fire Department issues.

Chief

From: David Maher [mailto:dmaher@ayer.ma.us]
Sent: Wednesday, August 20, 2014 9:04 AM
To: Lt. Brian Gill
Cc: Chief Pedrazzi
Subject: FW: A downtown event
Importance: High

Good morning Lt. Gill: I received Chief Murray's out of office message and I'm sending this to you as well, if you would like to help me get the ball rolling on this event that Calvin, David and Mark would like to do.

I'm out of the office all day to a Chamber event on Monday but as you can see I'm available till one on Friday and the same on Tuesday. If you would rather wait for Chief Murray's return, maybe we can do something on Tuesday or maybe have he or you attend the next meeting. Let me know what works best for you and Chief Pedrazzi. Thanks

David Maher

From: David Maher [mailto:dmaher@ayer.ma.us]
Sent: Wednesday, August 20, 2014 8:59 AM
To: 'wmurray@ayer.ma.us'; 'Chief Pedrazzi'
Cc: 'Robert Pontbriand'
Subject: A downtown event

Good morning Chief Murray and Chief Pedrazzi:

I met with 3 of our downtown business owners yesterday; Calvin Moore, Mark diCicco and David Berry, who would like to do a Friday night, Saturday event on Oct. 3rd and 4: Open Ayer Harvest Fest. The nights would emphasize the restaurants/evening entertainment and Saturday daytime would be more family focused activities shared between the Paige- Moore building and Carlins/Depot Square area.

They are considering some outside activities that I told them would need both police and fire department input and/or possible approval.

In the hope of getting each of you more information/detail, I was wondering if we could meet together at either of your offices, or if that's not conducive to your schedules, I'd be happy to meet with each of you individually, sharing your thoughts, concerns and recommendations and bring them back to these owners.

I'm available Friday this week and Tuesday next till 1 or you could consider coming to their next organizing meeting which would be in Lucia's on Tuesday August 26th at 1:00 pm if you would like to discuss this with them directly.

This event isn't going to be sponsored by my office, but my intention is to take an active role with them, to help guide them through any safety concerns or permitting situations and to lend my support to hopefully make this a success and something ongoing that would help me get more of the Downtown businesses involved in productive activities.

I look forward to your input.

David Maher
Office of Economic and Community Development
978-772-8206

----- End forwarded message -----

Carly Antonellis

From: Robert Pontbriand <ta@ayer.ma.us>
Sent: Wednesday, August 27, 2014 3:46 PM
To: Carly Antonellis
Subject: FW: Public Way Layout & Acceptance Timeline for Deer Run, Partridge Run & Portions of Hickory Way & Old Farm Way
Attachments: 2-CDC-082714-Street Acceptance Petition - Pingry Phases IIB, IIIA.pdf; 2-D-65 - Phases IIB-III A Street Asbuilt 22x34 r0 082714.pdf; 2-CDC-082714-Street Acceptance Field Modifications - Pingry Phases IIB, IIIA.pdf; 2-CDC-082714-Easement Landowners - Pingry Phases IIB, IIIA.pdf; 2-A-116 Phases IIB,III A Rd Esmts r0 082714.pdf; 2-CDC-082714-Street Acceptance Legal Notice - Pingry Phases IIB, IIIA.pdf; 2-CDC-082714-Draft Selectmen Referral to Planning Board.pdf

FYI below and attached. We need to add this to the Agenda. Giving it 15 minutes.

Robert

Robert A. Pontbriand
Town Administrator

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

From: Stephen Mullaney [mailto:smullaney@sjmullaney.com]
Sent: Wednesday, August 27, 2014 3:43 PM
To: Robert Pontbriand; Carly Antonellis
Cc: Mark Wetzel; 'Ayer Planning'; scopeland@ayer.ma.us; 'Richard Roper'; Dukepointer@aol.com; 'Jim Luchessi'
Subject: RE: Public Way Layout & Acceptance Timeline for Deer Run, Partridge Run & Portions of Hickory Way & Old Farm Way

Dear Robert and Carly:

In advance of the September 2, 2014 Board of Selectmen meeting, and for inclusion on the agenda of that meeting, attached please find the following:

<u>File</u>	<u>Description</u>
2-CDC-082714-Street Acceptance Petition - Pingry Phases IIB, IIIA.pdf	Cover letter dated August 27, 2014
2-D-65 - Phases IIB-III A Street Asbuilt 22x34 r0 082714.pdf	As-built Plan No. 2-D-65, sheets 1 to 5, dated August 27, 2014
2-CDC-082714-Street Acceptance Field Modifications - Pingry Phases IIB, IIIA.pdf	Letter to Planning Board dated August 27, 2014
2-CDC-082714-Easement Landowners - Pingry Phases IIB, IIIA.pdf	List of owners of land within the subdivision from which easements will be taken to layout streets

2-A-116 Phases IIB,IIIA Rd Esmts issued 082714.pdf	8.5" x 11" Plan 2-A-116, dated August 27, 2014, depicting the applicable subdivision lots and property lines
2-CDC-082714-Street Acceptance Legal Notice - Pingry Phases IIB, IIIA.pdf	Draft legal notice of public hearing for street layout.
2-CDC-082714-Draft Selectmen Referral to Planning Board.pdf	Draft Selectmen referral to Planning Board.

Please note the adjustments to the timeline **highlighted** in the chart of the June 12, 2014, 4:15 PM email below.

Dear Susan:

As the email train and attachments suggest, Crabtree Development, LLC is in the street acceptance process with the Town for portions of the Pingry Hill subdivision. M.G.L. c. 82, §32 requires the Board of Selectmen to submit to the Town Clerk a report specifying the manner in which a town way is laid out and a description of the location and bounds. The Board will likely transmit this information to you after it holds a public hearing and the petitioner's and the Town's attorneys have completed necessary legal documentation. We are sending you the attached information now to keep applicable Town boards and departments apprised of the status of the process.

Dear Members of the Planning Board:

Please see the email train and attachments. Please include this on the agenda of your September 4, 2014 meeting. To meet statutory time periods in advance of the October 27, 2014 fall Special Town Meeting, the petitioner respectfully requests that the Planning Board hold an additional meeting on or about September 25, 2014 for finalizing the Planning Board's report to the Board of Selectmen prior to the September 29, 2014 deadline for its submittal.

Hard copies are forthcoming. Please contact us with any questions or concerns.

Thank you,

Steve

STEPHEN J. MULLANEY, P.E.
PRESIDENT

S. J. MULLANEY ENGINEERING, INC.
THE VALUE OF LAND IS IN ITS PERMITS

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

From: Robert Pontbriand [<mailto:ta@ayer.ma.us>]

Sent: Thursday, June 12, 2014 5:35 PM

To: 'Stephen Mullaney'

Cc: Mark Wetzel; 'Richard Roper'; 'Ayer Planning'; Dukepointer@aol.com

Subject: RE: Public Way Layout & Acceptance Timeline for Deer Run, Partridge Run & Portions of Hickory Way & Old Farm Way

Dear Stephen,

This is good and we will proceed in this manner.

Kindly transmit the Petition by June 17, 2014 to me c/o BOS and we will start the process.

Sincerely,

Robert

From: Stephen Mullaney [<mailto:smullaney@smullaney.com>]
Sent: Thursday, June 12, 2014 4:15 PM
To: Robert Pontbriand
Cc: Mark Wetzel; 'Richard Roper'; 'Ayer Planning'; Dukepointer@aol.com; ayerbos@ayer.ma.us
Subject: RE: Public Way Layout & Acceptance Timeline for Deer Run, Partridge Run & Portions of Hickory Way & Old Farm Way

Dear Robert:

Please consider the following revised timeline (changes in **bold**; *subsequent changes in italics*):

<u>Date</u>	<u>Action</u>
06/17/2014	Board of Selectmen receives Petition to Accept as Public Ways Deer Run, Partridge Run, and portions of Hickory Way and Old Farm Way
07/15/2014	Board of Selectmen meets with Petitioners' Representative to discuss Layout and Acceptance Process.
07/25/2014 <i>08/27/2014</i>	Petitioners' Representative files plans, legal descriptions and related documents with Board of Selectmen.
08/19/2014 <i>09/02/2014</i>	Board of Selectmen holds meeting to vote "Intent" to lay out public ways.
08/20/2014 <i>09/03/2014</i>	Board of Selectmen forwards "Intent to Lay Out Public Ways" to Planning Board for non-binding recommendation.
< 45 days maximum >	
09/29/2014	Deadline for Planning Board to submit report on Layouts.
09/30/2014	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 >	
10/07/2014	Board of Selectmen holds public meeting and votes to approve the layouts as shown on the metes and bounds plans.
10/08/2014	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 >	
10/27/2014	Fall Special Town Meeting acts on acceptance of the ways.
< 120 days maximum >	
02/24/2015	Deadline for Board of Selectmen to acquire necessary land (easements) by purchase or acceptance of a gift.

Thank you,

Steve

From: Robert Pontbriand [<mailto:ta@ayer.ma.us>]
Sent: Thursday, June 12, 2014 3:47 PM
To: 'Stephen Mullaney'
Cc: Mark Wetzel; 'Richard Roper'; 'Ayer Planning'; Dukepointer@aol.com; 'ayerbos@ayer.ma.us'
Subject: RE: Public Way Layout & Acceptance Timeline for Deer Run, Partridge Run & Portions of Hickory Way & Old Farm Way

Dear Stephen,

Received. I will offer the following changes for you to incorporate:

1. The Board of Selectmen is only scheduled to meet on July 15, 2014 at 7pm in July.
2. The Board of Selectmen is only scheduled to meet on August 19, 2014 at 7pm in July

Please incorporate these changes into your timeline and we should be in good shape.

Thank you.

Sincerely,

Robert

From: Stephen Mullaney [<mailto:smullaney@sjmullaney.com>]
Sent: Thursday, June 12, 2014 3:26 PM
To: Robert Pontbriand
Cc: Mark Wetzel; 'Richard Roper'; 'Ayer Planning'; Dukepointer@aol.com
Subject: Public Way Layout & Acceptance Timeline for Deer Run, Partridge Run & Portions of Hickory Way & Old Farm Way

Dear Robert:

Crabtree Development, LLC is presently preparing as-built plans and installing road bounds for the above-listed streets for consideration by the town for public acceptance. Attached Plan 2-A-114 depicts the streets schematically.

The proponent would like its petition to be processed in time for inclusion in the fall 2014 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>
06/17/2014	Board of Selectmen receives Petition to Accept as Public Ways Deer Run, Partridge Run, and portions of Hickory Way and Old Farm Way
07/01/2014	Board of Selectmen meets with Petitioners' Representative to discuss Layout and Acceptance Process.
07/25/2014	Petitioners' Representative files plans, legal descriptions and related documents with Board of Selectmen.
08/04/2014	Board of Selectmen holds meeting to vote "Intent" to lay out public ways.
08/05/2014	Board of Selectmen forwards "Intent to Lay Out Public Ways" to Planning Board for non-binding recommendation.
< 45 days maximum >	
09/19/2014	Deadline for Planning Board to submit report on Layouts.
09/22/2014	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 >	

10/07/2014	Board of Selectmen holds public meeting and votes to approve the layouts as shown on the metes and bounds plans.
10/08/2014	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 >	
10/27/2014	Fall Special Town Meeting acts on acceptance of the ways.
< 120 days maximum >	
02/24/2015	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,

Steve

STEPHEN J. MULLANEY, P.E.
PRESIDENT

S. J. MULLANEY ENGINEERING, INC.

THE VALUE OF LAND IS IN ITS PERMITS

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

S. J. MULLANEY ENGINEERING, INC.

CIVIL SITE DESIGN & PERMITTING

August 27, 2014

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

Re: Petition for Street Acceptance – Crabtree Development, LLC
Deer Run, Partridge Run, and Portions of Hickory Way and Old Farm Way

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

As discussed during your July 15, 2014 meeting, enclosed herewith please find the following plans and documents that we have prepared for the street layout process:

- As-built Plan No. 2-D-65, sheets 1 to 5, dated August 27, 2014
- Letter to Planning Board dated August 27, 2014
- List of owners of land within the subdivision from which easements will be taken to layout streets
- 8.5"x11" Plan 2-A-116, dated August 27, 2014, depicting the applicable subdivision lots and property lines
- Draft legal notice of public hearing for street layout.

We are presently preparing the property descriptions of Deer Run, Partridge Run, and portions of Hickory Way and Old Farm Way. We will forward them to you upon their completion.

After reviewing this information, please indicate any revisions that you would like made and identify any additional submittal data required. When the hearing notice is finalized, we will advertise it in *The Public Spirit* and send copies to each of the property owners via certified mail, return receipt requested.

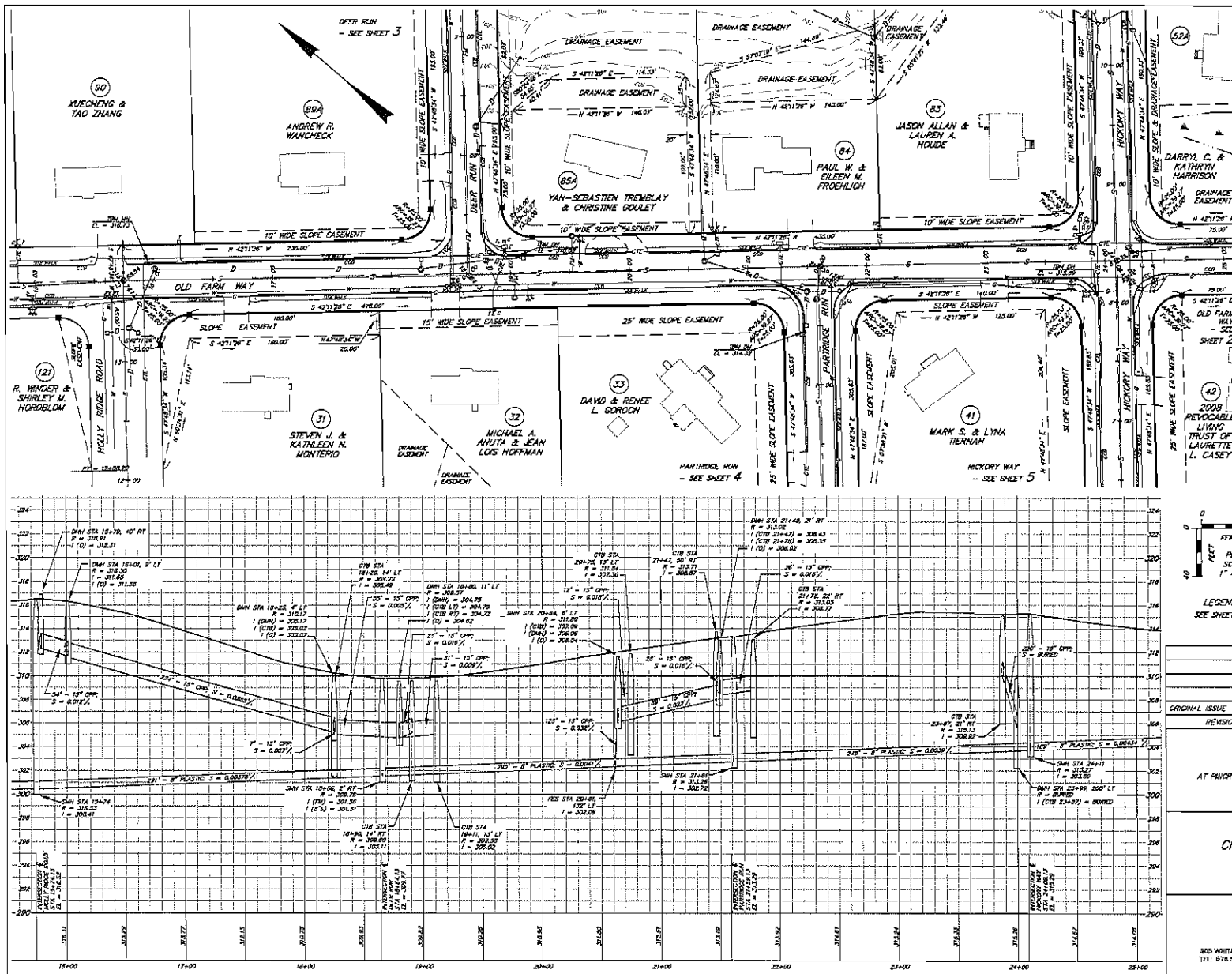
Very truly yours,
S. J. MULLANEY ENGINEERING, INC.



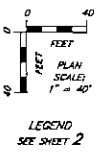
Stephen J. Mullaney, P.E.
President

encl.

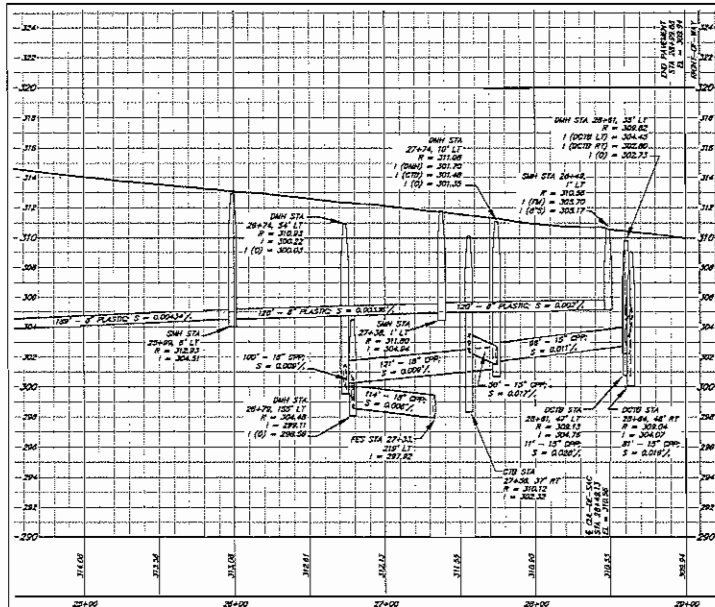
cc: Town Clerk
Department of Public Works
Planning Board
Client



- NOTES:**
- ELEVATIONS AND SITE FEATURES SHOWN ARE THE RESULT OF AN ON-THE-GROUND SURVEY BY DAVID E. ROSS ASSOCIATES, INC. SUPPLIED BY ELECTRONIC MAIL ON 7/21/2014. PLAN SHOWS ONLY THOSE FEATURES THAT WERE VISUALLY APPARENT ON THE DATE OF TOPOGRAPHY. THE LOCATIONS OF SUBSURFACE UTILITIES ARE NOT KNOWN TO THE ENGINEER AND THEREFORE ANY LOCATIONS INDICATED ARE APPROXIMATE. THE ABSENCE OF SUBSURFACE UTILITIES IS NOT INTENDED OR IMPLIED.
 - LOTS 31-33, 41, 42, 83, 84, 90, 121, OLD FARM WAY, HOLLY RIDGE ROAD, PARTRIDGE RUN, HICKORY WAY, DEEP RUN, AND EASEMENTS APPEAR IN THEIR ENTIRETY ON A PLAN ENTITLED, "PROVIDE VIEW HEIGHTS DEFINITIVE SUBDIVISION OF LAND IN AYER, MASS., PREPARED FOR CRABTREE DEVELOPMENT CORP.," DATED MARCH 10, 2004, ENDORSED BY THE AYER PLANNING BOARD AUGUST 5, 2004 AND BEING PLAN NO. L-10203 BY DAVID E. ROSS ASSOCIATES, INC. RECORDED IN MIDDLESEX SOUTHERN DISTRICT REGISTRY OF DEEDS AS SHEET 4 OF PLAN 104 OF 2004.
 - LOT 82A APPEARS IN ITS ENTIRETY ON A PLAN ENTITLED "PLAN OF LAND IN AYER, MASS., PREPARED FOR CRABTREE DEVELOPMENT CORP.," DATED DECEMBER 2007, ENDORSED BY THE AYER PLANNING BOARD JANUARY 3, 2008 AND BEING PLAN NO. L-10702 BY DAVID E. ROSS ASSOCIATES, INC. RECORDED IN MIDDLESEX SOUTHERN DISTRICT REGISTRY OF DEEDS AS SHEET 4 OF PLAN 119 OF 2011.
 - LOT 85A APPEARS IN ITS ENTIRETY ON A PLAN ENTITLED "PLAN OF LAND IN AYER, MASS., PREPARED FOR CRABTREE DEVELOPMENT CORP.," DATED DECEMBER 2007, ENDORSED BY THE AYER PLANNING BOARD JANUARY 3, 2008 AND BEING PLAN NO. L-10703 BY DAVID E. ROSS ASSOCIATES, INC. RECORDED IN MIDDLESEX SOUTHERN DISTRICT REGISTRY OF DEEDS AS SHEET 5 OF PLAN 119 OF 2011.
 - LOT 85A APPEARS IN ITS ENTIRETY ON A PLAN ENTITLED "PLAN OF LAND IN AYER, MASS., PREPARED FOR CRABTREE DEVELOPMENT, LLC," DATED APRIL 2011, ENDORSED BY THE AYER PLANNING BOARD MAY 5, 2011 AND BEING PLAN NO. L-11649 BY DAVID E. ROSS ASSOCIATES, INC. RECORDED IN MIDDLESEX SOUTHERN DISTRICT REGISTRY OF DEEDS AS PLAN 272 OF 2011.
 - PURSUANT TO A WAIVER FROM SUBDIVISION REGULATIONS SECTION 14A ALLOWED BY THE COMMISSIONER OF APPROPRIAL, HIGH DENSITY POLYETHYLENE PIPE (HDPE) WAS SUBSTITUTED FOR ORAIN LINES IN PLACE OF REINFORCED CONCRETE PIPE (RCP).
 - PURSUANT TO A WAIVER FROM SUBDIVISION REGULATIONS SECTION 14A.2A ALLOWED BY THE COMMISSIONER OF APPROPRIAL, THE MAJOR STREET MINIMUM ROADWAY WIDTH WAS REDUCED FROM 40 FT. TO 28 FT. AND THE MAJOR STREET MINIMUM ROADWAY WIDTH WAS REDUCED FROM 36 FT. TO 24 FT.
 - SOME DRAINAGE EASEMENTS ON LOTS 31 AND 32 APPEAR IN THEIR ENTIRETY ON A PLAN ENTITLED, "PLAN OF EASEMENTS IN AYER, MASS. PREPARED FOR CRABTREE DEVELOPMENT CORP.," DATED NOVEMBER 2007, AND BEING PLAN NO. L-10701 BY DAVID E. ROSS ASSOCIATES, INC. RECORDED IN MIDDLESEX SOUTHERN DISTRICT REGISTRY OF DEEDS AS SHEET 3 OF PLAN 119 OF 2011.
 - SOME DRAINAGE EASEMENTS ON LOTS 83, 84, AND 85A APPEAR IN THEIR ENTIRETY ON A PLAN ENTITLED, "PLAN OF EASEMENTS IN AYER, MASS. PREPARED FOR CRABTREE DEVELOPMENT CORP.," DATED DECEMBER 2007, AND BEING PLAN NO. L-10203 BY DAVID E. ROSS ASSOCIATES, INC. RECORDED IN MIDDLESEX SOUTHERN DISTRICT REGISTRY OF DEEDS AS SHEET 6 OF PLAN 104 OF 2004.

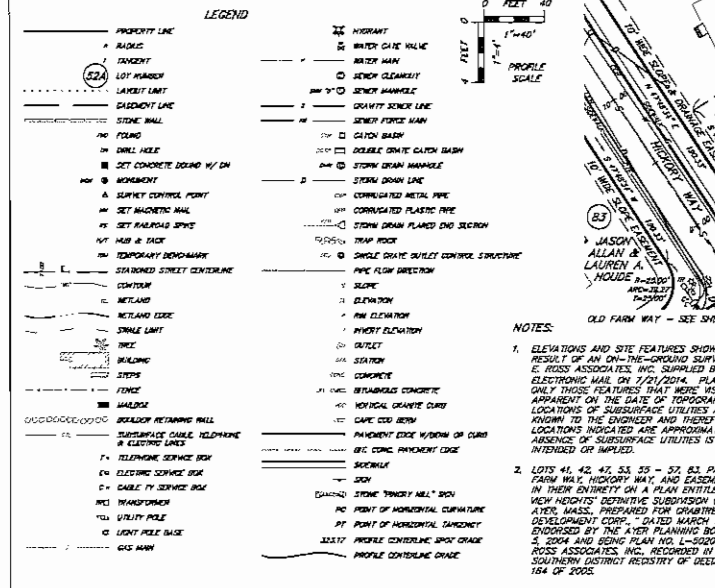
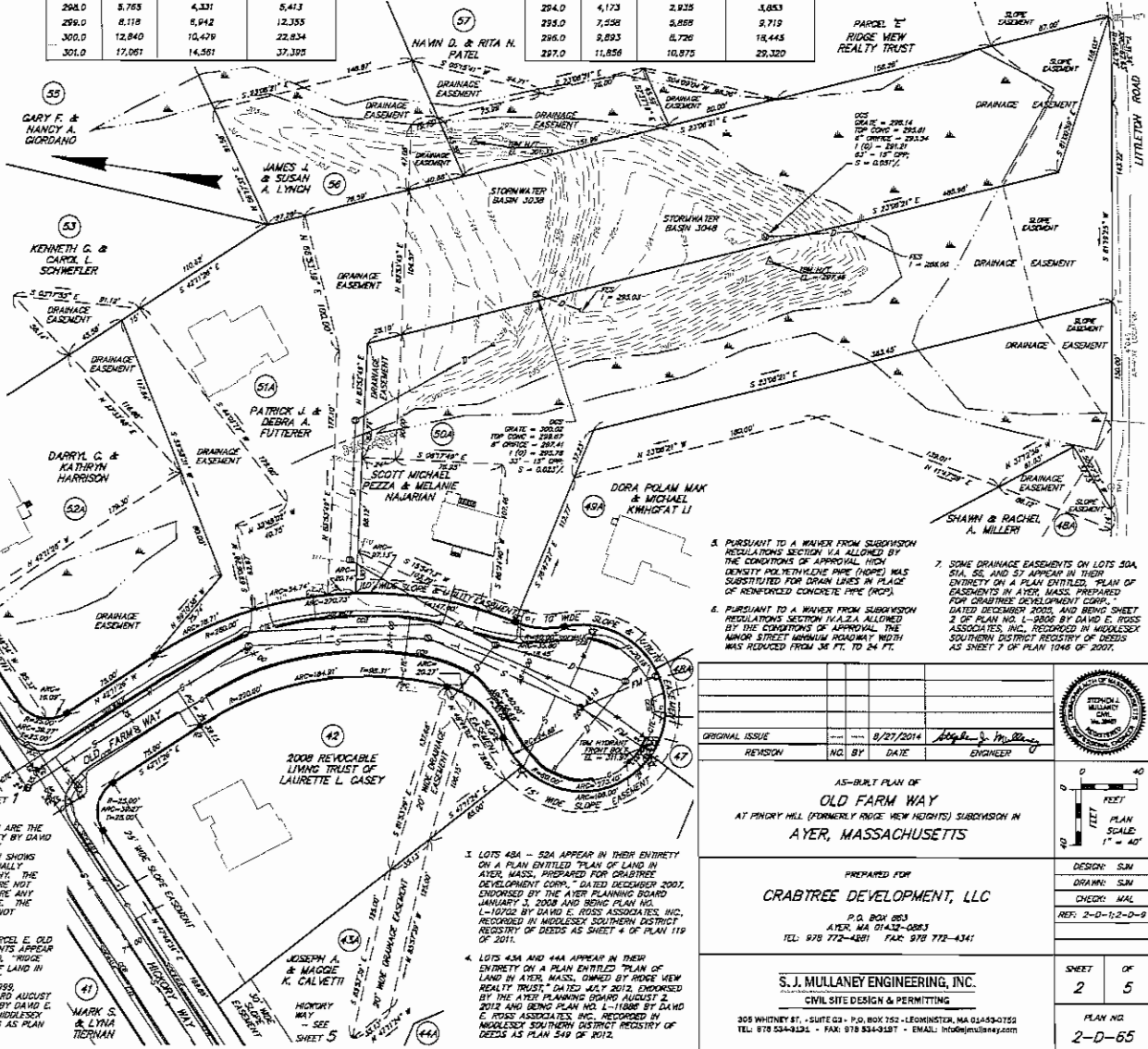


ORIGINAL ISSUE	8/27/2014
REVISION	NO. BY DATE ENGINEER
<p>AS-BUILT PLAN OF OLD FARM WAY AT PHOENIX HILL (FORMERLY RIDGE VIEW HEIGHTS) SUBDIVISION IN AYER, MASSACHUSETTS</p> <p>PREPARED FOR CRABTREE DEVELOPMENT, LLC</p> <p>P.O. BOX 863 AYER, MA 01432-0863 TEL: 978 772-4281 FAX: 978 772-4341</p>	
DESIGN: SJM	<p>PROFILE SCALE</p>
DRAWN: SJM	
CHECK: MAL	
REF: 2-D-1, 2-D-9	
<p>S. J. MULLANEY ENGINEERING, INC. CIVIL SITE DESIGN & PERMITTING</p> <p>805 WHITNEY ST. - SUITE 03 - P.O. BOX 752 - LEONISTON, MA 01453-0752 TEL: 978 634-6131 - FAX: 978 634-6167 - EMAIL: info@smengine.com</p>	
SHEET 1	OF 5
PLAN NO. 2-D-65	



POND 303B - BASIN ON LOTS 50A & 51A			
ELEVATION (FEET)	AREA (SQ. FT.)	INCREMENTAL VOLUME (CU. FT.)	CUMULATIVE VOLUME (CU. FT.)
296.5	1,432	1,082	1,082
297.0	2,898	4,331	5,413
298.0	5,765	8,342	12,355
299.0	8,118	10,479	22,834
300.0	12,840	14,561	37,395
301.0	17,061		

POND 304B - BASIN ON LOTS 49A-51A			
ELEVATION (FEET)	AREA (SQ. FT.)	INCREMENTAL VOLUME (CU. FT.)	CUMULATIVE VOLUME (CU. FT.)
292.0	140		
293.0	1,898	918	918
294.0	4,173	2,825	3,853
295.0	7,258	5,668	9,719
296.0	9,893	8,736	18,445
297.0	11,856	10,875	29,320



- PURSUANT TO A WAIVER FROM SUBDIVISION REGULATIONS SECTION 1A ALLOWED BY THE CONDITIONS OF APPROVAL, HIGH DENSITY POLYETHYLENE PIPE (HDPE) WAS SUBSTITUTED FOR DRAIN LINES IN PLACE OF REINFORCED CONCRETE PIPE (RCP).
- PURSUANT TO A WAIVER FROM SUBDIVISION REGULATIONS SECTION 1A.2.A ALLOWED BY THE CONDITIONS OF APPROVAL, THE MINOR STREET MINIMUM ROADWAY WIDTH WAS REDUCED FROM 36 FT. TO 24 FT.
- SOME DRAINAGE EASEMENTS ON LOTS 50A, 51A, 52, AND 57 APPEAR IN THEIR ENTIRETY ON A PLAN ENTITLED "PLAN OF EASEMENTS IN AYER, MASS. PREPARED FOR CRABTREE DEVELOPMENT CORP." DATED DECEMBER 2005, AND BEING SHEET 2 OF PLAN NO. L-8008 BY DAVID E. ROSS ASSOCIATES, INC. RECORDED IN MIDDLESEX SOUTHERN DISTRICT REGISTRY OF DEEDS AS SHEET 7 OF PLAN 1046 OF 2007.

ORIGINAL ISSUE	DATE	BY	ENGINEER
REVISION	DATE	BY	ENGINEER

AS-BUILT PLAN OF
OLD FARM WAY
 AT PONDY HILL (FORMERLY RIDGE VIEW HEIGHTS) SUBDIVISION IN
 AYER, MASSACHUSETTS

PREPARED FOR
CRABTREE DEVELOPMENT, LLC

P.O. BOX 983
 AYER, MA 01432-0983
 TEL: 978 772-4891 FAX: 978 772-4341

S.J. MULLANEY ENGINEERING, INC.
 CIVIL SITE DESIGN & PERMITTING

305 WHITNEY ST. - SUITE G2 - P.O. BOX 182 - LEONISTON, MA 01459-0182
 TEL: 978 534-9325 - FAX: 978 534-9187 - EMAIL: info@sjmullaneey.com

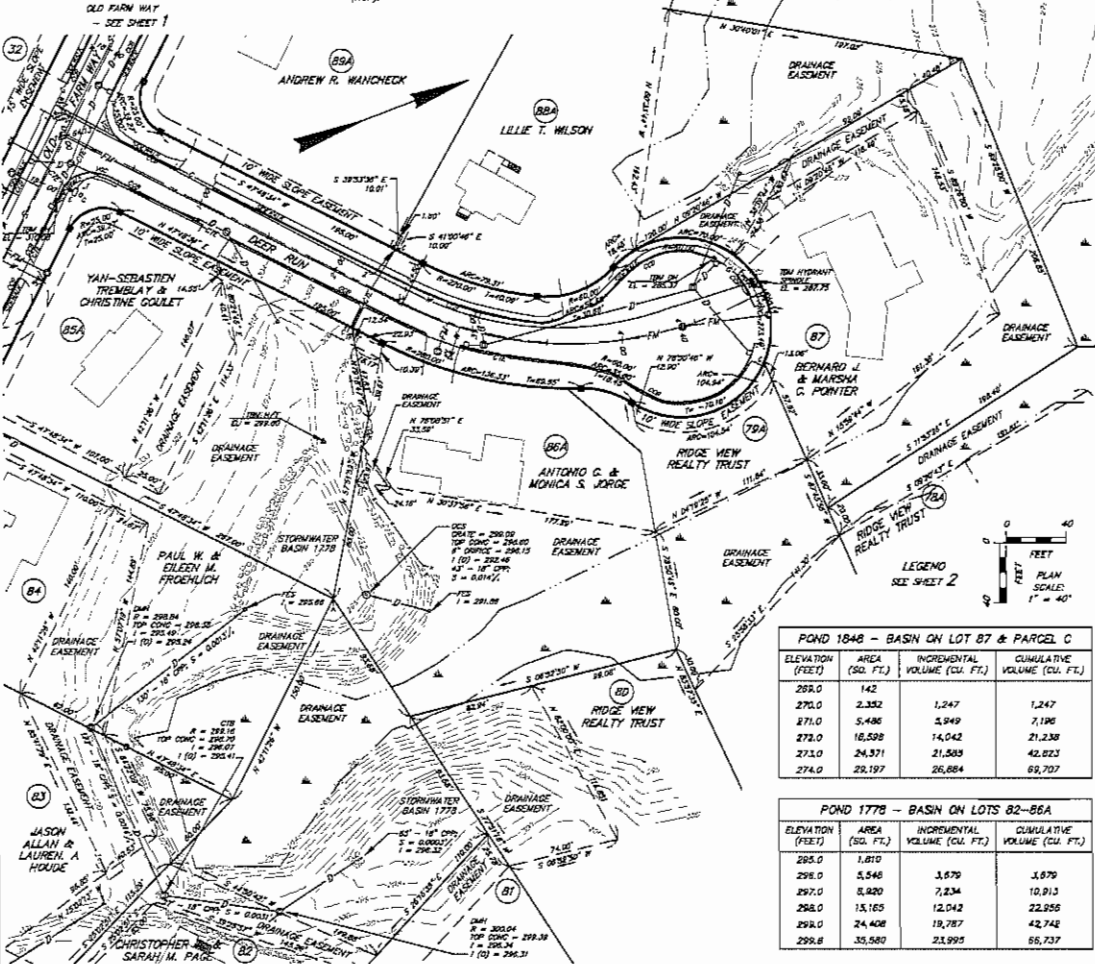
DESIGN: SJM
 DRAWING: SUN
 CHECK: MAC
 REF: 2-D-1-2-D-9

SHEET 2 OF 5
 PLAN NO. 2-D-65

OLD FARM WAY STA. 254+00 TO 294+09.27

NOTES:

- ELEVATIONS AND SITE FEATURES SHOWN ARE THE RESULT OF AN ON-THE-GROUND SURVEY BY DAVID E. ROSS ASSOCIATES, INC. SUPPLIED BY ELECTRONIC MAIL ON 7/27/2014. PLAN SHOWS ONLY THOSE FEATURES THAT WERE VISIBLY APPARENT ON THE DATE OF TOPOGRAPHY. THE LOCATIONS OF SUBSURFACE UTILITIES ARE NOT KNOWN TO THE ENGINEER AND THEREFORE ANY LOCATIONS INDICATED ARE APPROXIMATE. THE ADDRESS OF SUBSURFACE UTILITIES IS NOT INTENDED OR IMPLIED.
- LOTS 82, 84, 87, PARCEL C, OLD FARM WAY, DEER RUN AND EASEMENTS APPEAR IN THEIR ENTIRETY ON A PLAN ENTITLED, "RIDGE VIEW HEIGHTS" SUBDIVISION OF LAND IN AYER, MASS., PREPARED FOR CRABTREE DEVELOPMENT CORP., DATED MARCH 1998, ENDORSED BY THE AYER PLANNING BOARD MAY 5, 2004 AND BEING PLAN NO. L-3029 BY DAVID E. ROSS ASSOCIATES, INC. RECORDED IN MIDDLESEX SOUTHERN DISTRICT REGISTRY OF DEEDS AS PLAN 164 OF 2003.
- LOTS 78A, 78A, 85A, AND 86A APPEAR IN THEIR ENTIRETY ON A PLAN ENTITLED "PLAN OF LAND IN AYER, MASS. PREPARED FOR CRABTREE DEVELOPMENT CORP." DATED DECEMBER 2007, ENDORSED BY THE AYER PLANNING BOARD JANUARY 3, 2008 AND BEING PLAN NO. L-10728 BY DAVID E. ROSS ASSOCIATES, INC. RECORDED IN MIDDLESEX SOUTHERN DISTRICT REGISTRY OF DEEDS AS SHEET S OF PLAN 118 OF 2011.
- LOTS 88A AND 88A APPEAR IN THEIR ENTIRETY ON A PLAN ENTITLED "PLAN OF LAND IN AYER, MASS. PREPARED FOR CRABTREE DEVELOPMENT, LLC." DATED APRIL 2011, ENDORSED BY THE AYER PLANNING BOARD MAY 5, 2011 AND BEING PLAN NO. L-11648 BY DAVID E. ROSS ASSOCIATES, INC. RECORDED IN MIDDLESEX SOUTHERN DISTRICT REGISTRY OF DEEDS AS PLAN 272 OF 2011.
- PURSUANT TO A WAIVER FROM SUBDIVISION REGULATION SECTION 14A.2.A. ALLOWED BY THE CONDITIONS OF APPROVAL, THE MINOR STREET MARKING ROADWAY WIDTH WAS REDUCED FROM 36 FT. TO 24 FT.
- SOME DRAINAGE EASEMENTS ON LOTS 80-84, 85A, AND 86A APPEAR IN THEIR ENTIRETY ON A PLAN ENTITLED, "PLAN OF EASEMENTS IN AYER, MASS. PREPARED FOR CRABTREE DEVELOPMENT CORP." DATED DECEMBER 2005, AND BEING PLAN NO. L-9806 BY DAVID E. ROSS ASSOCIATES, INC. RECORDED IN MIDDLESEX SOUTHERN DISTRICT REGISTRY OF DEEDS AS SHEET S OF PLAN 1046 OF 2007.

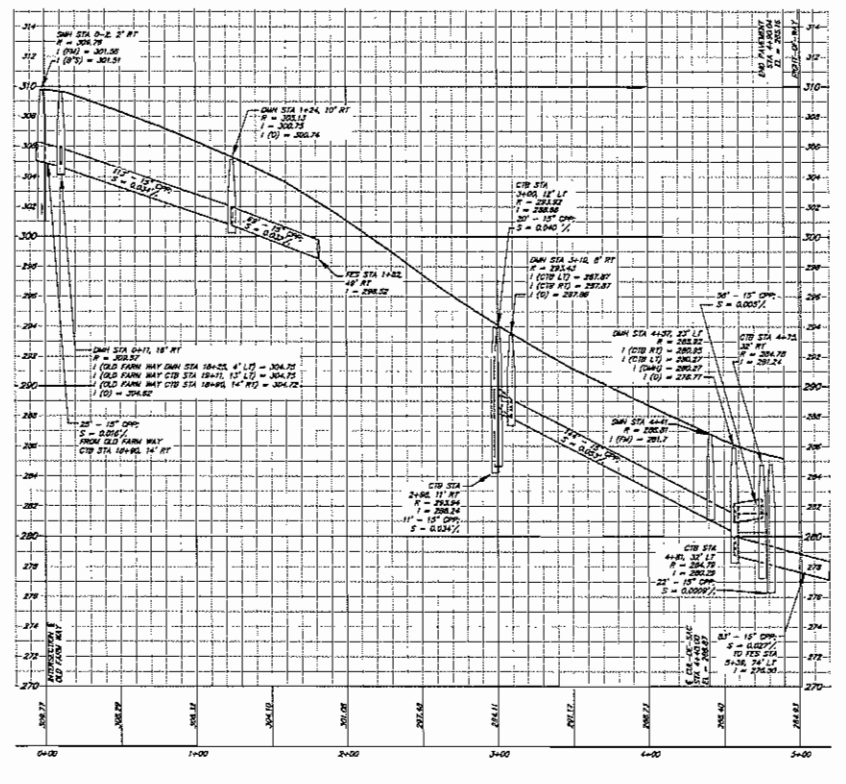


POND 1848 - BASIN ON LOT B7 & PARCEL C

ELEVATION (FEET)	AREA (SQ. FT.)	INCREMENTAL VOLUME (CU. FT.)	CUMULATIVE VOLUME (CU. FT.)
295.0	142		
275.0	2,352	1,247	1,247
271.0	5,486	5,949	7,196
272.0	16,599	14,042	21,238
273.0	24,371	21,505	42,023
274.0	22,197	25,684	67,707

POND 1778 - BASIN ON LOTS 82-86A

ELEVATION (FEET)	AREA (SQ. FT.)	INCREMENTAL VOLUME (CU. FT.)	CUMULATIVE VOLUME (CU. FT.)
295.0	1,810		
298.0	5,546	3,670	3,670
297.0	8,820	7,234	10,913
298.0	15,165	12,042	22,955
299.0	24,408	19,787	42,742
299.6	35,580	21,995	64,737



ORIGINAL ISSUE: 8/22/2014
 REVISION: NO. BY DATE ENGINEER

**AS-BUILT PLAN OF
DEER RUN
AT PHOENIX HALL (FORMERLY RIDGE VIEW HEIGHTS) SUBDIVISION IN
AYER, MASSACHUSETTS**

PREPARED FOR
CRABTREE DEVELOPMENT, LLC

P.O. BOX 853
AYER, MA 01432-0853
TEL: 978 772-4261 FAX: 978 772-4341

S. J. MULLANEY ENGINEERING, INC.
CIVIL SITE DESIGN & PERMITTING

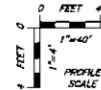
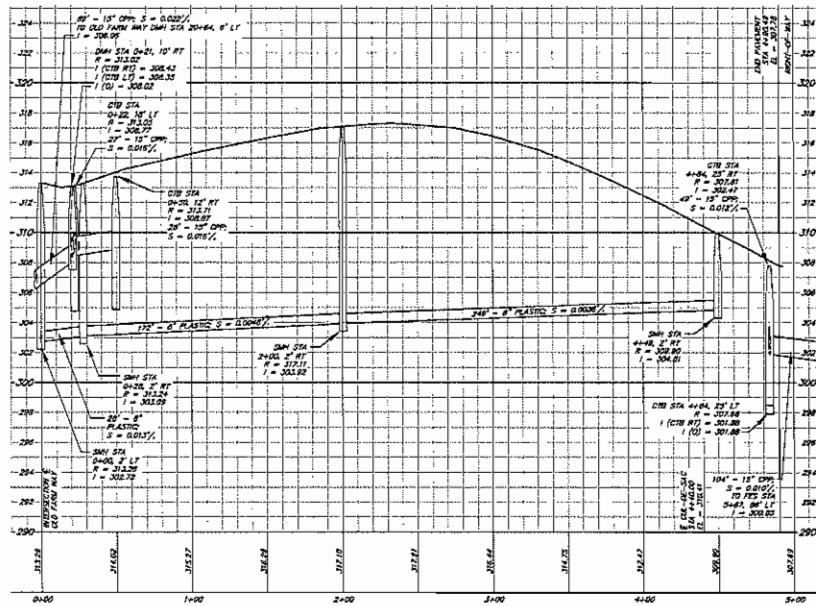
305 WHITNEY ST., SUITE 03 • P.O. BOX 753 • LEONMINSTER, MA 01450-0753
TEL: 978 534-3151 • FAX: 978 534-3197 • EMAIL: info@sjmde.com

SHEET	OF
3	5
PLAN NO.	
2-D-65	

STA. 0+00 TO 5+00.14

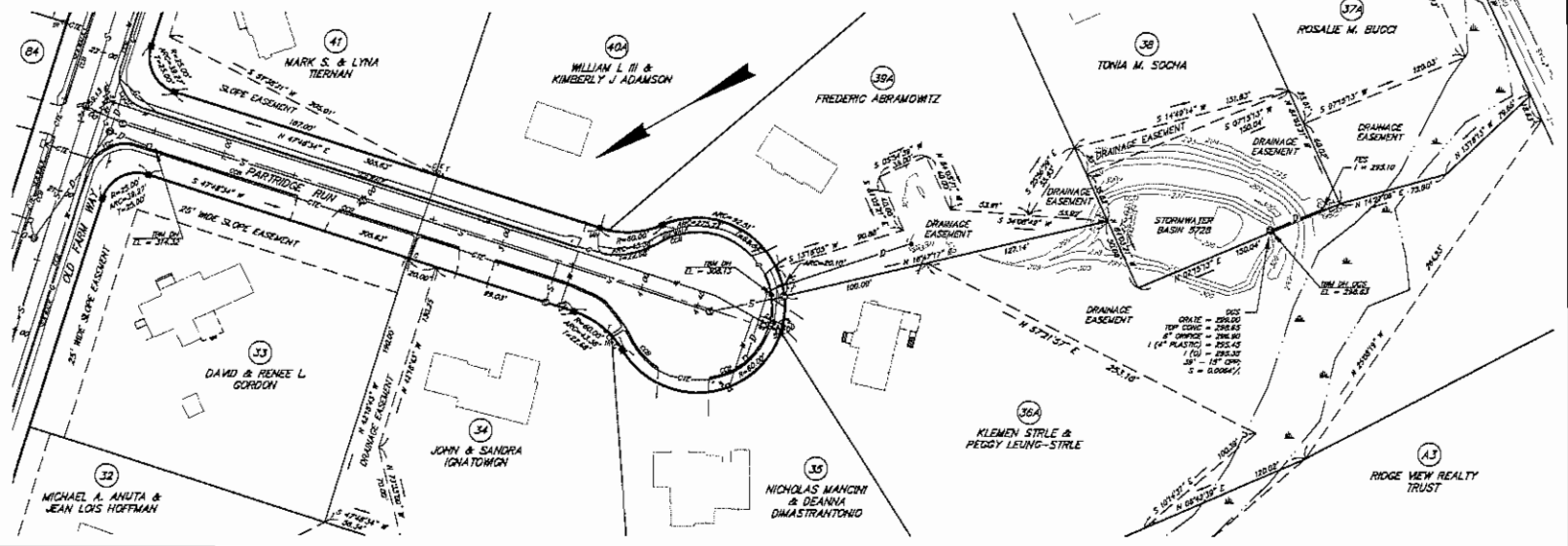
NOTES

- ELEVATIONS AND SITE FEATURES SHOWN ARE THE RESULT OF AN ON-THE-GROUND SURVEY BY DAVID E. ROSS ASSOCIATES, INC. SUPPLIED BY ELECTRONIC MAIL ON 7/21/2014. PLAN SHOWS ONLY THOSE FEATURES THAT WERE VISUALLY APPARENT ON THE DATE OF TOPOGRAPHY. THE LOCATIONS OF SUBSURFACE UTILITIES ARE NOT KNOWN TO THE ENGINEER AND THEREFORE ANY LOCATIONS INDICATED ARE APPROXIMATE. THE ABSENCE OF SUBSURFACE UTILITIES IS NOT INTENDED OR IMPLIED.
- LOTS 32-35, 38, 41, 84, OLD FARM WAY, PARTRIDGE RUN, AND EASEMENTS APPEAR IN THEIR ENTIRETY ON A PLAN ENTITLED, "RIDGE VIEW HEIGHTS" DEFINITIVE SUBDIVISION OF LAND IN AYER, MASS., PREPARED FOR CRABTREE DEVELOPMENT CORP., DATED MARCH 1999, ENDORSED BY THE AYER PLANNING BOARD AUGUST 2, 2004 AND BEING PLAN NO. L-5020 BY DAVID E. ROSS ASSOCIATES, INC., RECORDED IN MIDDLESEX SOUTHERN DISTRICT REGISTRY OF DEEDS AS PLAN 184 OF 2005.
- LOTS 38A AND 40A, AND SOME DRAINAGE EASEMENTS ON LOTS 38 AND 39A APPEAR IN THEIR ENTIRETY ON A PLAN ENTITLED "PLAN OF LAND IN AYER, MASS., PREPARED FOR CRABTREE DEVELOPMENT CORP.", DATED DECEMBER 2007, ENDORSED BY THE AYER PLANNING BOARD JANUARY 2, 2008 AND BEING PLAN NO. L-10702 BY DAVID E. ROSS ASSOCIATES, INC., RECORDED IN MIDDLESEX SOUTHERN DISTRICT REGISTRY OF DEEDS AS SHEET # 4 OF PLAN 119 OF 2011.
- LOTS 36A, 37A, AND 43 APPEAR IN THEIR ENTIRETY ON A PLAN ENTITLED "PLAN OF LAND IN AYER, MASS., PREPARED FOR CRABTREE DEVELOPMENT, LLC" DATED FEBRUARY 2011, ENDORSED BY THE AYER PLANNING BOARD MARCH 2, 2011 AND BEING PLAN NO. L-11884 BY DAVID E. ROSS ASSOCIATES, INC., RECORDED IN MIDDLESEX SOUTHERN DISTRICT REGISTRY OF DEEDS AS SHEET # 4 OF PLAN 136 OF 2011.
- PURSUANT TO A WAIVER FROM SUBDIVISION REGULATIONS SECTION 14A ALLOWED BY THE CONDITIONS OF APPROVAL, HIGH DENSITY POLYETHYLENE PIPE (HDPE) WAS SUBSTITUTED FOR DRAIN LINES IN PLACE OF REINFORCED CONCRETE PIPE (RCP).
- PURSUANT TO A WAIVER FROM SUBDIVISION REGULATIONS SECTION 14A.A ALLOWED BY THE CONDITIONS OF APPROVAL, THE MOTOR STREET MINIMUM SIDEWAY WIDTH WAS REDUCED FROM 38 FT. TO 24 FT.



LEGEND
SEE SHEET 2

POND 5728 - BASIN ON LOTS 36 & 38			
ELEVATION (FEET)	AREA (SQ. FT.)	INCREMENTAL VOLUME (CU. FT.)	CUMULATIVE VOLUME (CU. FT.)
296.0	590		
296.2	3,629	422	422
297.0	5,132	3,504	3,926
298.0	6,258	5,895	9,821
299.0	7,720	6,989	16,810
299.8	9,820	6,936	23,746



ORIGINAL ISSUE	8/27/2014
REVISION	NO. BY DATE
AS-BUILT PLAN OF PARTRIDGE RUN AT PONDY HILL (FORMERLY RIDGE VIEW HEIGHTS) SUBDIVISION IN AYER, MASSACHUSETTS	
PREPARED FOR CRABTREE DEVELOPMENT, LLC P.O. BOX 283 AYER, MA 01432-0283 TEL: 978 772-6281 FAX: 978 772-6341	
S. J. MULLANEY ENGINEERING, INC. CIVIL SITE DESIGN & PERMITTING 305 WORTHINGTON ST. - SUITE G3 - P.O. BOX 755 - LEHMINSTER, MA 01453-0755 TEL: 978 524-3131 - FAX: 978 524-3197 - EMAIL: info@sjmullaney.com	
DESIGN: SUN	DRAWN: SUN
CHECK: MAL	REF: 2-D-11.2-D-9
SHEET 4	OF 5
PLAN NO. 2-D-65	

PARTRIDGE RUN STA. 0+00 TO 5+00

S. J. MULLANEY ENGINEERING, INC.

CIVIL SITE DESIGN & PERMITTING

August 27, 2014

Ayer Planning Board
1 Main St.
Ayer, MA 01432-1365

Re: Petition for Street Acceptance – Crabtree Development, LLC
Deer Run, Partridge Run, and Portions of Hickory Way and Old Farm Way

Dear Members of the Planning Board:

As indicated in our June 12, 2014 email to Town Administrator Robert Pontbriand, which we copied to you, we have been preparing as-built plans for the above-listed streets for public acceptance consideration by the fall 2014 Special Town Meeting. Enclosed please find our As-Built Plan No. 2-D-65, sheets 1 to 5, dated August 27, 2014. We are also forwarding copies to Public Works Superintendent Mark L. Wetzel, P.E., Town Clerk Susan Copeland and the Board of Selectmen.

We submit Plan 2-D-65 as the "as built drawings" required by Section III. B. 7. a. of the Rules and Regulations Governing the Subdivision of Land in the Town of Ayer.

Field Modifications:

Some of the constructed improvements vary slightly from what the definitive subdivision plan proposed. We understand that field modifications were made with the assent of Supt. Wetzel, or of one his predecessors, Daniel Nason or Michael Madigan, or of Hoyle, Tanner & Associates, Inc., or of one of its predecessors, Hamwey Engineering, Inc. or Tata & Howard, Inc., in the course of their oversight on behalf of the Town and your Board. Please note the following items:

1. In accordance with Condition 1 of the April 28, 2004 Planning Board Definitive Subdivision Certificate of Approval (Certificate) and Paragraph D. 9. a. of the November 20, 2003 Settlement Agreement between the Planning Board and the proponent, the builder exercised the option to reduce the roadway widths from 36-ft. to 24-ft. on minor streets and from 40-ft. to 28-ft. on major streets. Each street's appurtenances were adjusted to accommodate the narrower pavement width.
2. A gas main was installed on the southerly side of Old Farm Way, adjacent to the curb line. It is located beneath the sidewalk from stations 15+74.13 to 24+09.13, and in the shoulder from stations 24+09.13 to 29+09.27. The original design plan did not propose a gas main.
3. Old Farm Way sewer manhole (SMH) at station 26+00, which was proposed to be installed along the roadway centerline, was instead installed 6.4-ft. easterly.
4. Old Farm Way water main from stations 25+75 to 26+25 was installed along the northerly side of the roadway, beneath the gutter and meandering under the sidewalk, instead of within the traveled way. The location was necessary to maintain separation from the sewer manhole at station 26+00.
5. A railroad spike was set at Old Farm Way station 25+39.13, 30' RT in lieu of a concrete bound because the location occurs within the driveway serving Lot 42.
6. The configuration of Old Farm Way Stormwater Basin 3038 varies from the design plan. However, based on our review, the basin will function as intended.

August 27, 2014

Ayer Planning Board

Re: Petition for Street Acceptance – Crabtree Development, LLC

Deer Run, Partridge Run, and Portions of Hickory Way and Old Farm Way

Page 2 of 3

7. A chain link or vegetated fence has not been installed around Old Farm Way Stormwater Basins 3038 or 3048. Certificate Condition 7 specified such fencing on the sides of the basins facing development areas on lots 49, 50, and 51. However, under the Planning Board's February 15, 2006 Certificate of Approval of Changes to Definitive Subdivision Plan, the locations of these stormwater basins were shifted easterly such that an undisturbed wetland area separates the house sites on these lots from the basins.
8. The configuration of Old Farm Way Stormwater Basin 3048 varies from the design plan. However, based on our review, the basin will function as intended.
9. A gas main was installed on the westerly side of Deer Run, beneath the sidewalk and adjacent to the curb line. The original design plan did not propose a gas main.
10. A Deer Run low pressure sewer (LPS) cleanout was eliminated at station 2+75.
11. The configuration of Deer Run Stormwater Basin 1778 varies from the design plan. The top of berm elevation is 299.8-ft. as compared with 300.0-ft. indicated in the design plan. However, based on our review, the basin will function as intended since the pavement reduction indicated in Item 1 results in a smaller tributary area.
12. The configuration of Deer Run Stormwater Basin 1848 varies from the design plan. However, based on our review, the basin will function as intended.
13. A gas main was installed on the easterly side of Partridge Run, beneath the sidewalk and adjacent to the curb line. The original design plan did not propose a gas main.
14. A magnetic nail was set at Partridge Run station 3+60.62, 30' LT in lieu of a concrete bound because the location occurs within the driveway serving Lot 40A.
15. An additional SMH was installed at Partridge Run station 0+27.90, 1.89' RT.
16. The configuration of Partridge Run Stormwater Basin 5728 varies from the design plan. The top of berm elevation is 299.8-ft. as compared with 300.0-ft. indicated in the design plan. However, based on our review, the basin will function as intended since the pavement reduction indicated in Item 1 results in a smaller tributary area.
17. A vegetated fence has not been installed around Partridge Run Stormwater Basin 5728. Certificate Condition 7 specified such fencing on the sides of the basin facing development areas on lots 36 and 38. However, the houses on these lots were constructed more than 100-ft. from the basin.
18. A gas main was installed on the easterly side of Hickory Way, beneath the sidewalk and adjacent to the curb line. The original design plan did not propose a gas main.
19. Bituminous concrete Cape Cod curbing was installed at the intersection of Hickory Way and Littleton Road in lieu of vertical granite curbing. The curbing is consistent with the intersection of Snake Hill Road and Littleton Road.
20. Hickory Way double-grated catch basins at station 0+05 RT and LT were installed without granite curb inlets.
21. A magnetic nail was set at Hickory Way station 0+50, 34.12' LT, in lieu of a concrete bound because the location occurs within the driveway serving lot 37A.
22. A Hickory Way LPS cleanout was installed at station 1+00 rather than at the station 1+50 proposed location.

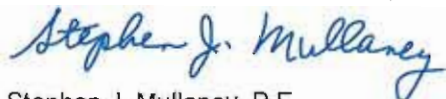
August 27, 2014
Ayer Planning Board
Re: Petition for Street Acceptance – Crabtree Development, LLC
Deer Run, Partridge Run, and Portions of Hickory Way and Old Farm Way
Page 3 of 3

23. A Hickory Way LPS cleanout was eliminated at station 3+50.
24. A Hickory Way SMH was installed at station 5+94 rather than at the station 6+25 proposed location.
25. The sidewalk on the easterly side of Hickory Way begins at station 0+58 instead of at Littleton Road.
26. A crosswalk has not been provided at Hickory Way station 0+30 as had been proposed.
27. An additional fire hydrant was installed at Hickory Way station 0+57.3, 20.5' RT.
28. Pingry Hill site signs were added at Hickory Way station 0+14, 53' LT and 55' RT.
29. A foundation for a street light has been installed at Hickory Way station 8+71, 23' LT per Condition 7 of the April 28, 2004 Planning Board Definitive Subdivision Certificate of Approval. However, a light pole and light have not yet been placed.
30. A street light has not yet been installed at the intersection of Hickory Way and Littleton Road as specified in the above-referenced Condition 7.

We met with the Board of Selectmen during its July 15, 2014 meeting. Board members indicated their willingness to place a street acceptance article for Deer Run, Partridge Run, and portions of Hickory Way and Old Farm Way on the warrant of the October 27, 2014 Special Town Meeting provided that we expeditiously complete the As-Built Drawing process with the Planning Board and the Board of Selectmen's street layout and public hearing processes required by M.G.L. c. 82. We are presently preparing for the Board of Selectmen the legal description of the roadway easement. We will forward a copy to you for your reference upon its completion.

Thank you for your anticipated cooperation in this matter. Please contact us if you have any questions or need additional information.

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



Stephen J. Mullaney, P.E.
President

encl.

cc: Town Clerk
Department of Public Works
Board of Selectmen c/o Town Administrator
Client

S. J. MULLANEY ENGINEERING, INC.

CIVIL SITE DESIGN & PERMITTING

August 27, 2014
Crabtree Development, LLC
Public Way Layout
Deer Run, Partridge Run, and Portions of Hickory Way and Old Farm Way

Owners of Land from Which Easements Will Be Taken Page 1 of 4

MAP	LOT	UNIT	PROPERTY ADDRESS	OWNER / MAILING ADDRESS	BOOK	PAGE	DATE
36	73		PINGRY HILL LOT 31 169 OLD FARM WAY	STEVEN J & KATHLEEN N MONTERIO 169 OLD FARM WAY AYER, MA 01432	60447	445	11/08/12
36	74		PINGRY HILL LOT 32 187 OLD FARM WAY	MICHAEL A. ANUTA & JEAN LOIS HOFFMAN 187 OLD FARM WAY AYER, MA 01432	57463	540	09/19/11
36	75		PINGRY HILL LOT 33 9 PARTRIDGE RUN	DAVID & RENEE L GORDON 9 PARTRIDGE RUN AYER, MA 01432	61529	528	04/02/13
36	76		PINGRY HILL LOT 34 31 PARTRIDGE RUN	JOHN & SANDRA IGNATOWICH 31 PARTRIDGE RUN AYER, MA 01432	59840	382	08/24/12
36	77		PINGRY HILL LOT 35 45 PARTRIDGE RUN	NICHOLAS MANCINI & DEANNA DIMASTRANTONIO 45 PARTRIDGE RUN AYER, MA 01432	60373	230	10/31/12
36	78		PINGRY HILL LOT 36A 50 PARTRIDGE RUN	KLEMEN STRLE & PEGGY LEUNG- STRLE 50 PARTRIDGE RUN AYER, MA 01432	62549	364	08/29/13
36	79		PINGRY HILL LOT 37A 8 HICKORY WAY	ROSALIE M. BUCCI 8 HICKORY WAY AYER, MA 01432	57538	408	09/29/11
36	80		PINGRY HILL LOT 38 22 HICKORY WAY	TONIA M. SOCHA 22 HICKORY WAY AYER, MA 01432	63084	114	12/19/13
36	81		PINGRY HILL LOT 39A 46 PARTRIDGE RUN	FREDERIC ABRAMOWITZ 46 PARTRIDGE RUN AYER, MA 01432	62326	504	07/26/13
36	82		PINGRY HILL LOT 40A 34 PARTRIDGE RUN	WILLIAM L III & KIMBERLY J. ADAMSON 34 PARTRIDGE RUN AYER, MA 01432	59663	309	08/01/12

August 27, 2014
 Crabtree Development, LLC
 Public Way Layout
 Deer Run, Partridge Run, and Portions of Hickory Way and Old Farm Way

Owners of Land from Which Easements Will Be Taken

Page 2 of 4

MAP	LOT	UNIT	PROPERTY ADDRESS	OWNER / MAILING ADDRESS	BOOK	PAGE	DATE
36	83		PINGRY HILL LOT 41 229 OLD FARM WAY	MARK S. & LYNA TIERNAN 229 OLD FARM WAY AYER, MA 01432	60968	386	01/14/13
36	84		PINGRY HILL LOT 42 71 HICKORY WAY	2008 REVOCABLE LIVING TRUST OF LAURETTE L. CASEY 71 HICKORY WAY AYER, MA 01432	61053	27	01/25/13
36	85		PINGRY HILL LOT 43A 289 OLD FARM WAY	JOSEPH A. & MAGGIE K. CALVETTI 289 OLD FARM WAY AYER, MA 01432	60798	494	12/21/12
36	86		PINGRY HILL LOT 44A 39 HICKORY WAY	PAULO C. BALBIO 39 HICKORY WAY AYER, MA 01432	63704	393	06/03/14
36	87		PINGRY HILL LOT 45 23 HICKORY WAY	HEATHER SEQUEIRA & JAMES HOWARD 23 HICKORY WAY AYER, MA 01432	62858	374	10/30/13
36	88		PINGRY HILL LOT 46 7 HICKORY WAY	RIDGE VIEW REALTY TRUST PO BOX 863 AYER, MA 01432	53432	250	08/24/09
36	89		PINGRY HILL LOT 47 290 OLD FARM WAY	COLLEEN B. & JOHN M. BENT 290 OLD FARM WAY AYER, MA 01432	62718	402	09/30/13
36	90		PINGRY HILL LOT 48A 288 OLD FARM WAY	SHAWN & RACHEL A. MILLER 288 OLD FARM WAY AYER, MA 01432	62697	122	09/27/13
36	91		PINGRY HILL LOT 49A 282 OLD FARM WAY	DORA POLAM MAK & MICHAEL KWINGFAT LI 282 OLD FARM WAY AYER, MA 01432	62812	497	10/21/13
36	92		PINGRY HILL LOT 50A 272 OLD FARM WAY	SCOTT MICHAEL PEZZA & MELANIE NAJARIAN 272 OLD FARM WAY AYER, MA 01432	61615	258	04/16/13
36	93		PINGRY HILL LOT 51A 264 OLD FARM WAY	PATRICK J. & DEBRA A. FUTTERER 264 OLD FARM WAY AYER, MA 01432	62133	160	06/28/13

August 27, 2014
 Crabtree Development, LLC
 Public Way Layout
 Deer Run, Partridge Run, and Portions of Hickory Way and Old Farm Way

Owners of Land from Which Easements Will Be Taken
 Page 3 of 4

MAP	LOT	UNIT	PROPERTY ADDRESS	OWNER / MAILING ADDRESS	BOOK	PAGE	DATE
36	94		PINGRY HILL LOT 52A 97 HICKORY WAY	DARRYL C. & KATHRYN HARRISON 97 HICKORY WAY AYER, MA 01432	63381	500	03/18/14
36	95		PINGRY HILL LOT 53 115 HICKORY WAY	KENNETH G. & CAROL L. SCHWEFLER 115 HICKORY WAY AYER, MA 01432	63378	446	03/17/14
36	98		PINGRY HILL LOT 56 58 HEMLOCK DRIVE	JAMES J & SUSAN A LYNCH 58 HEMLOCK DRIVE AYER, MA 01432	63869	499	07/03/14
36	99		PINGRY HILL LOT 57 44 HEMLOCK DRIVE	NAVIN D. & RITA N. PATEL 44 HEMLOCK DRIVE AYER, MA 01432	63793	344	06/23/14
36	217		PINGRY HILL PARCEL 'E' 120 LITTLETON ROAD	RIDGE VIEW REALTY TRUST PO BOX 863 AYER, MA 01432	53432	250	08/24/09
36	121		PINGRY HILL LOT 79A 38 WOODLAND WAY	RIDGE VIEW REALTY TRUST PO BOX 863 AYER, MA 01432	53432	250	08/24/09
36	122		PINGRY HILL LOT 80 26 WOODLAND WAY	RIDGE VIEW REALTY TRUST PO BOX 863 AYER, MA 01432	53432	250	08/24/09
36	123		PINGRY HILL LOT 81 10 WOODLAND WAY	RIDGE VIEW REALTY TRUST PO BOX 863 AYER, MA 01432	53432	250	08/24/09
36	124		PINGRY HILL LOT 82 116 HICKORY WAY	CHRISTOPHER A. & SARAH M. PAGE 116 HICKORY WAY AYER, MA 01432	63942	530	07/21/14
36	125		PINGRY HILL LOT 83 98 HICKORY WAY	JASON ALLAN & LAUREN. A HOUDE 98 HICKORY WAY AYER, MA 01432	63535	320	04/28/14
36	126		PINGRY HILL LOT 84 214 OLD FARM WAY	PAUL W. & EILEEN M. FROEHLICH 214 OLD FARM WAY AYER, MA 01432	58408	350	02/01/12

August 27, 2014
Crabtree Development, LLC
Public Way Layout
Deer Run, Partridge Run, and Portions of Hickory Way and Old Farm Way

Owners of Land from Which Easements Will Be Taken

Page 4 of 4

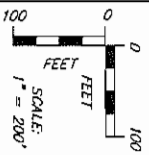
MAP	LOT	UNIT	PROPERTY ADDRESS	OWNER / MAILING ADDRESS	BOOK	PAGE	DATE
36	127		PINGRY HILL LOT 85A 15 DEER RUN	YAN-SEBASTIEN TREMBLAY & CHRISTINE GOULET 15 DEER RUN AYER, MA 01432	61296	386	02/27/13
36	128		PINGRY HILL LOT 86A 33 DEER RUN	ANTONIO G. & MONICA S. JORGE 33 DEER RUN AYER, MA 01432	57225	126	07/29/11
36	129		PINGRY HILL LOT 87 50 DEER RUN	BERNARD J. & MARSHA C. POINTER 50 DEER RUN AYER, MA 01432	63184	99	01/16/14
36	130		PINGRY HILL LOT 88A 32 DEER RUN	LILLIE T. WILSON 32 DEER RUN AYER, MA 01432	57323	385	08/19/11
36	131		PINGRY HILL LOT 89A 14 DEER RUN	ANDREW R. WANCHECK 14 DEER RUN AYER, MA 01432	57637	333	10/13/11
36	132		PINGRY HILL LOT 90 156 OLD FARM WAY	XUECHENG & TAO ZHANG 156 OLD FARM WAY AYER, MA 01432	62339	435	07/29/13



PLAN OF PINGRY HILL (FORMERLY RIDGE VIEW HEIGHTS) SUBDIVISION LOTS IN
 AYER, MASSACHUSETTS
 FROM WHICH EASEMENTS ARE REQUIRED FOR PUBLIC WAY ACCEPTANCE OF
 DEER & PARTRIDGE RUNS, & PORTIONS
 OF HICKORY & OLD FARM WAYS

PREPARED FOR
CRABTREE DEVELOPMENT, LLC

P.O. BOX 963
 AYER, MA 01432-0963
 TEL: 978 772-4281 FAX: 978 772-4341



DESIGN	SM
DRAWN	SM
CHECK	MAL
REF	

ORIGINAL ISSUE	--	--	8/27/2014
REVISION			
	NO.	BY	DATE

S.J. MULLANEY ENGINEERING, INC.
 CIVIL SITE DESIGN & PERMITTING

305 WHITNEY ST. - SUITE G3 - P.O. BOX 752 - LEOMINSTER, MA 01459-0752
 TEL: 978 634-3131 - FAX: 978 634-3197 - EMAIL: info@jmullaney.com

ENGINEER	
SHEET	OF
1	1

PLAN NO.
2-A-116

September 26, 2014

TOWN OF AYER
BOARD OF SELECTMEN
NOTICE OF LAYOUT OF STREETS
PUBLIC MEETING

Notice is hereby given that at the September 2, 2014 Meeting of the Board of Selectmen, the Board voted its intent to layout as public ways: **Deer Run**, from Station 0+00 to Station 5+00.14, a distance of 500.14 feet; **Partridge Run**, from Station 0+00 to Station 5+00.00, a distance of 500 feet; **Hickory Way**, from Station 0+00 to Station 10+80.33, a distance of 1,080.33 feet; and **Old Farm Way**, from Station 15+74.13 to Station 25+00, a distance of 925.87 feet; as shown on a plan entitled, "Ridge View Heights' Definitive Subdivision Plan of Land in Ayer, Mass.," dated March 1999, as prepared by David E. Ross Associates, Inc.

The Board will hold a public meeting and vote to approve the layouts as shown on the metes and bounds plans on Tuesday, October 7, 2014 at _____ PM in the 1st Floor Meeting Room at Ayer Town Hall, 1 Main Street, Ayer. This meeting is a prerequisite to street acceptance at a Town Meeting.

AYER BOARD OF SELECTMEN

Christopher R. Hillman, Chairman

Jannice L. Livingston, Vice-Chairman

Gary J. Luca, Clerk



Town of Ayer
BOARD OF SELECTMEN

September 3, 2014

Mr. James Lucchesi, Chairman
Ayer Planning Board
1 Main Street
Ayer, MA 01432-1365

Re: Report on Layout of Deer Run, Partridge Run
and Portions of Hickory Way and Old Farm Way

Dear Mr. Lucchesi:

We are writing to inform you that at the September 2, 2014 Meeting of the Board of Selectmen, the Board voted its intent to lay out as public ways Deer Run, Partridge Run, Hickory Way from Littleton Road to 225 feet beyond Old Farm Way, and Old Farm Way from Holly Ridge Road to its end.

Consequently, in accordance with the provisions of M.G.L. c. 82, §§17 through 32, we are referring the matter to you for a non-binding recommendation within 45 days of the date of this letter. S. J. Mullaney Engineering, Inc. has provided your office with a complete set of plans and related documents relating to this matter. In addition, your office has been copied on email exchanges between Stephen Mullaney and Robert Pontbriand, Town Administrator regarding the fall Special Town Meeting and street acceptance schedule.

Should you have any questions, please feel free to contact Mr. Pontbriand at 978-772-8210. Thank you very much for your attention in this matter.

Very truly yours,

AYER BOARD OF SELECTMEN

Christopher R. Hillman,
Chairman

TOWN OF AYER



BOARD OF SELECTMEN

OFFICE POLICIES AND PROCEDURES

DRAFT.

RECORD OF CHANGES

REVISION	DATE	CHANGE AUTHORITY	CHANGES/ADDITIONS/DELETIONS AFFECTED SECTIONS
-	<u>2 September 2014</u>	<u>BOS Open Meeting</u>	Global updates, Paragraph # update, Base lining of document

Comment [K2]: If approved on 2SEP14, this change will be accepted.

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14-01: PURPOSE:

The Board of Selectmen of the Town of Ayer, recognizing the need to codify the traditional and accepted working relationship between the Board, the Town Administrator, the Assistant to the Town Administrator and other office support staff, and also recognizing the need to systemize and reduce to writing these policies and procedures, hereby undertake to create operating policies and procedures for the office of the Board of Selectmen.

14-02: NATURE OF POLICIES & PROCEDURES:

These policies and procedures shall contain items relating to topics that are not addressed elsewhere. Subjects that would more appropriately be addressed in a statute, by-law or regulation shall not be addressed in this format. These policies are intended to be illustrative of the major areas for which office policies and procedures are required, but they are not intended to be all-inclusive.

It should be understood that these policies and procedures represent the rules that govern the manner in which all employees of the office of the Ayer Board of Selectmen shall perform their respective functions. Accordingly, any violation of these policies and procedures may constitute grounds for disciplinary action.

14-03: PROCESS FOR ESTABLISHING POLICIES AND PROCEDURES:

Draft policies and procedures shall be placed on the agenda for any regularly scheduled meeting of the Board. Drafts shall be in writing, and may be introduced only by a member of the Board or the Town Administrator. Upon receipt of a draft, the Board may choose to discuss the policy immediately or schedule the discussion for a future meeting. The Board may schedule any hearings or meetings it deems necessary for discussion. The Board may distribute a draft for comment to appropriate officials as it deems necessary.

The Board will not vote on a policy at the same meeting that it is first introduced. This rule may be waived if the Board unanimously votes that prompt action is necessary. A majority vote of the three member board is necessary for adoption. When a policy is approved it shall be given a designation consisting of the last two digits of the year, a dash, and then a two-digit number in order. For example: the first policy approved in the year 2014 would be given the designation 14-01.

The policies and procedures for the office of the Board of Selectmen shall be developed by the Board of Selectmen and the Town Administrator and approved by the Board of Selectmen. They may be amended from time to time. The following represent current policies and procedures:

The Town Administrator shall be responsible for the maintenance of all policies and procedures.

14-04: STAFFING AND CHAIN OF COMMAND:

The office of the Board of Selectmen is staffed with the Town Administrator, the Assistant to the Town Administrator and part-time clerical assistance on an as needed basis.

The chain of command is as follows: The Town Administrator reports to and takes direction from the Board of Selectmen.

The Assistant to the Town Administrator and support staff report to and take direction from the Town Administrator.

14-05: OFFICE HOURS:

The office shall be open and staffed at all time Monday through Friday as follows:

Monday, Wednesday and Thursday 8:00am through 4:00pm

Tuesday 8:00am through 7:00pm

Friday 8:00am through 1:00pm

It is the expectation of the Board of Selectmen that the work of the Board of Selectmen shall be of the first priority of the Town Administrator while he/she is working in his/her official capacity for the town.

Further, it must be clearly understood that the Town Administrator works for all of the Board members equally. In that regard he/she cannot be expected to take specific direction from one member on a matter of substance without the other members being given notice and an opportunity to comment and offer guidance on the matter.

During the office hours of the office of the Board of Selectmen, it is the expectation of the Board of Selectmen and the Town Administrator that the work of the Board of Selectmen and the Town Administrator, as directed by the Town Administrator, shall be of the first priority to the Assistant to the Town Administrator and the support staff.

Any and all other activities to be undertaken during these hours (i.e. town celebration planning and activities or other town related but non-Board specific activities) will require the prior approval of the Town Administrator and shall only be allowed to be undertaken if the Town Administrator believes that they will not detract from the Assistant to the Town Administrator's primary responsibilities.

The Assistant to the Town Administrator shall be the primary person staffing the office of the Board of Selectmen, and may be required, to the best of his/her ability, to perform some of the duties of the Town Administrator in his/her absence.

The Assistant to the Town Administrator's hours shall be:

- Monday, Wednesday and Thursday 8:00am through 4:30pm
 - Tuesday 8:00am through 7:30pm
 - Friday 8:00am through 1:30pm
- for a total of 40 hours per week (less a 1/2 hour unpaid lunch break)
- The Assistant to the Town Administrator shall not suffer nor be permitted to work in excess of forty (40) hours in a week without the prior approval of the Town

Administrator. Any time that is pre-approved by the Town Administrator that is beyond forty (40) hours in a week shall be at overtime or compensatory time.

The Town Administrator shall be the primary person staffing his/her office and may staff the Board of Selectmen's office as necessary.

The Town Administrator's hours shall be:

- As per his/her contract.

14-06: OVERTIME AND COMPENSATORY TIME:

The Assistant to the Town Administrator is a non-exempt employee and is entitled to overtime and/or compensatory time with the Town Administrator's prior approval and written authorization on the Assistant to the Town Administrator's time sheet as per this policy, the Town of Ayer Personnel Policies and Procedures Manual and the Fair Labor Standards Act.

14-07: LUNCH BREAK:

The Assistant to the Town Administrator shall receive a ½ hour unpaid lunch break. During his/her lunch break, every reasonable effort shall be made to assure that backup office coverage shall be provided in the following order of progression by either: a) an in-house staff person from another office, b) an on-call clerical assistant, c) by the Town Administrator, or d) at a minimum with the office telephone lines transferred over to another office with coverage.

The Town Administrator may take a lunch break as his/her schedule dictates or allows.

14-08: TIME SHEETS AND ACCRUED TIME USED SHEETS:

Bi-weekly time sheets shall be required of all non-elected personnel.

14-09: SICK DAY COVERAGE:

If the Assistant to the Town Administrator will be out of work due to illness he/she shall contact the Town Administrator either on his/her cell phone or at his/her home prior to the start of the work day in order to provide the Town Administrator with an opportunity to arrange for office coverage.

Every reasonable effort shall be made to assure that backup office coverage is provided in the following order of progression by either: a) an on-call clerical assistant, b) an in-house staff person from another office, c) by the Town Administrator or d) at a minimum with the office telephone lines transferred over to another office with coverage.

If the Town Administrator will be out of work due to illness he/she shall contact the Selectmen's Office voice mail and so state.

14-10: VACATION DAY COVERAGE:

Vacation requests for the Assistant to the Town Administrator shall be given with as much

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advance notice as is practicable, but with a minimum of two weeks. The Assistant to the Town Administrator will arrange for proper office coverage with approval by the Town Administrator. Vacation days will be granted as the workload of the office allows and are subject to the prior approval of the Town Administrator.

Every reasonable effort shall be made to assure that backup office coverage is provided in the following order of progression by either: a) an on-call clerical assistant, b) an in-house staff person from another office, c) by the Town Administrator or d) at a minimum with the office telephone lines transferred over to another office with coverage. Assistant to the Town Administrator

Vacation requests of the Town Administrator are subject to the terms in his/her contract.

14-11: PERSONAL DAY COVERAGE:

If the Assistant to the Town Administrator will be out of work due to a personal day he/she shall give as much advance notice as is practicable, but in any case shall contact the Town Administrator either on his/her cell phone or at his/her home prior to the start of the work day in order to provide the Town Administrator with an opportunity to arrange for office coverage.

If the Assistant to the Town Administrator will be out of work due to a personal day, every reasonable effort shall be made to assure that backup office coverage is provided .

If the Town Administrator will be out of work due to a personal day he/she shall give as much advance notice as is practicable, but in any case shall contact the Selectmen's Office voice mail and so state.

14-12: BOARD OF SELECTMEN MAIL BOX

Each member of the board shall have a mail box located in a convenient place in the office. All incoming and/or inter-office correspondence will be placed in these mail boxes for the board members to view at their discretion.

14-13: DAILY MAIL INTAKE AND DISTRIBUTION:

Unless mail is noted to be "personal and confidential", the Assistant to the Town Administrator shall sort, open and date-stamp all of the incoming mail.

All of the actual correspondence shall be placed in each member's mail box or emailed for their review.

With the Town Administrator's prior approval, any items that require the immediate attention of the Board shall be distributed immediately. The Assistant to the Town Administrator will ensure that the Town Administrator is copied all items.

Any incoming mail that is confidential in nature shall be handled according to the confidentiality

policy contained herein.

14-14: TELEPHONE CALLS, MESSAGES AND VOICE MAIL

All incoming telephone calls shall be handled according to the following procedure:

- When the Town Administrator is in his/her office and a call for him/her comes in, the caller shall be asked for their name, their company or town/city and the nature of their call. The Assistant to the Town Administrator shall then place the caller on hold and intercom the Town Administrator to see if he/she is available to take the call. Calls shall not be passed through without notice.
- When the Town Administrator is not available, a written message shall be taken for all of his/her calls. In order to establish a clear record of calls, all messages shall be taken on carbonless message pads. Written messages for the Town Administrator shall be placed in his/her mailbox. It is the responsibility of the Town Administrator to check his/her mailbox for messages. At no time shall the Town Administrator's home or cellular telephone number be given out without the Administrator's prior authorization.
- In that it is the Town Administrator's job to handle the day to day operations of the Selectmen's office for the Board, all calls for Board business shall be forwarded to the Town Administrator. If the caller specifies that he/she does not wish to speak to the Town Administrator, a written message shall be taken for the call. In order to establish a clear record of calls, all messages shall be taken on carbonless message pads. Written messages for the Board members shall be placed in the respective mailbox. It is the responsibility of the Assistant to the Town Administrator to convey said messages to the Board member as soon as it is practicable but in no event later than on the same day that the call was received assuming that the Board member can be reached. At no time shall a Board member's home or work telephone number be given out without the Board member's prior authorization.

The primary reason for having voicemail in the office of the Board of Selectmen is to record incoming calls that are received after regular office hours. However, the voicemail will be checked for messages each time the Assistant to the Town Administrator returns after having left the office for any period of time. In order to establish a clear record of calls, all messages left on the voicemail shall be transcribed onto carbonless message pads. Written messages for the Town Administrator and/or Board of Selectmen will be placed in the respective mailboxes or emailed accordingly. It is the responsibility of the Assistant to the Town Administrator to convey said messages as soon as it is practicable but in no event later than on the same day that the call was received.

14-15: CONFIDENTIALITY:

This policy is intended to define the manner in which all confidential materials and/or information shall be handled in the office of the Ayer Board of Selectmen.

| Approved 02 September 2014

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It is understood that it is the philosophy of the Ayer Board of Selectmen, and those that it employs that all confidential material and/or information shall be kept as such. Said material and/or information shall not be discussed or disclosed, in whole, in part, or by reference, with anyone except those who have a legitimate business need to know in order to conduct business for or on behalf of the Board.

It is further understood that this is based upon the fact that any deviations from said policy might have far reaching effects on the Town's ability to deliver services and may have serious financial and/or legal repercussions.

Procedure for Handling Confidential Material and/or Information:

- Only the Town Administrator, Assistant to the Town Administrator or designee of the Board of Selectmen shall be authorized to open incoming mail.
- Any incoming mail that is labeled confidential, related to an ongoing confidential matter before the Board, written on the stationery of an attorney, or otherwise appears to be confidential, shall be handled according to the following procedure:
 1. The material shall be "date" and "confidential" stamped.
 2. The material shall be disseminated to all relevant parties in a secure fashion, i.e. either hand delivered, by first class mail with a "confidential" stamp on the envelope, or via facsimile with a "confidential" stamp on the coversheet. If disseminated via facsimile there shall be a telephone call made to give advance notice to the receiving party and there shall be a follow-up telephone call to the receiving party to confirm receipt of the material.
 3. The original material shall be filed in the locked file cabinet in the Board's office in the appropriate file folder.
 4. Any copy of the material that is needed by the Town Administrator to conduct the Board's business shall at all times, when not in use, be filed in a locked file cabinet in the Town Administrator's office.
 5. If and/or when the material is no longer needed for action or for the file as required by the law, it shall be destroyed by shredding and disposing of it.

14-16: POLITICS AND CAMPAIGNING:

While it is not the intention of the Board of Selectmen to limit any employee's right to vote and/or to participate in our political processes, it shall be the policy of the Board of Selectmen that no political activities shall be conducted or condoned in the Town Hall either during or after office hours. This shall include, but not be limited to the following: no campaign event tickets shall be sold or distributed in the Town Hall, no campaign flyers or other material shall be stored or disseminated in the Town Hall and, no political candidates shall be allowed to appear on the agenda of the Board meetings for political purposes without the consent of the Chair and then for no longer than one minute, and no debates or forums shall be coordinated through staff in the Town Hall.

14-17: ETHICS AND CONFLICTS OF INTEREST:

All matters of ethics and conflicts of interest shall be governed by the Board of Selectmen's general policies and procedures, by the Town of Ayer Personnel Policies and Procedures Manual and by the appropriate local, state and/or federal laws.

14-18: CITIZEN CORRESPONDENCE:

When a letter addressed to the Board comes into the office that requests action the Assistant to the Town Administrator shall stamp it as received and forward to the appropriate department for action. The Assistant to the Town Administrator shall acknowledge receipt of the correspondence.

Letters addressed to the Chair of the Board shall be considered as addressed to the entire board unless specified to the contrary. When the Assistant to the Town Administrator has doubts the Town Administrator should be consulted.

END OF POLICIES

Authorization of Policies and Procedures:

The forgoing policies shall take full force and effect on the date of their approval or amendment. These policies and procedures shall not be amended without a vote of the Board of Selectmen. Any vote of change shall be committed to writing, signed, dated and attached hereto.

Christopher R. Hillman, Chairman

Jannice L. Livingston, Vice Chairman

Gary J. Luca, Clerk

| Approved 02 September 2014

Board Member or Employee Acknowledgement:

I acknowledge that I have received a copy of the Town of Ayer Board of Selectmen Office Policies and Procedures. I further acknowledge that it is my responsibility to become familiar with them and to abide by them.

Board Member or Employee's Name

Date

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TOWN OF AYER



BOARD OF SELECTMEN

GENERAL POLICIES & PROCEDURES

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RECORD OF CHANGES

Rev	Date	Change Authority	Changes/Additions/Deletions Affected Sections
2	<u>2 September 2014</u>	<u>BOS Open Meeting</u>	Global Update, Paragraph #5, Language,

Comment [JL1]: If approved on 2SEP14. This change will be accepted.

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14-01: PURPOSE:

The Board of Selectmen of the Town of Ayer, recognizing the need to codify the traditional and accepted working relationships among the members of the Board, between the Board and the Town Administrator, Assistant to the Town Administrator and between the Board and other Town boards, committees, officials and citizens, and also recognizing the need to systemize and reduce to writing the Town's public policies and procedures, hereby undertake to create operating procedures for the Board of Selectmen.

14-02: NATURE OF POLICIES & PROCEDURES:

These policies and procedures shall contain items relating to topics that are not addressed elsewhere. Subjects that would more appropriately be addressed in a statute, by-law or regulation shall not be addressed in this format. These policies are not intended to be all-inclusive.

It should be understood that these policies and procedures represent the rules that govern the manner in which the members of the Ayer Board of Selectmen and their staff shall perform their respective functions. Accordingly, any violation of these policies and procedures may constitute grounds for either sanction or disciplinary action, whichever is appropriate.

14-03: PROCEDURE TO ESTABLISH POLICIES AND PROCEDURES:

Draft policies and procedures shall be placed on the agenda for any regularly scheduled meeting of the Board. Drafts shall be in writing, and may be introduced only by a member of the Board or the Town Administrator. Upon receipt of a draft, the Board may choose to discuss the policy immediately or schedule the discussion for a future meeting. The Board may schedule any hearings or meetings it deems necessary for discussion. The Board may distribute a draft for comment to appropriate officials as it deems necessary.

The Board shall not vote on a policy at the same meeting that it is first introduced. This rule may be waived if the Board unanimously votes that prompt action is necessary. A majority vote of the **three** member board is necessary for adoption.

The Town Administrator shall be responsible for the maintenance of all policies and procedures.

14-04: AUTHORITY:

The Board of Selectmen is an elected Board and derives its authority and responsibilities from the statutes of the Commonwealth of Massachusetts, the bylaws of the Town of Ayer and from the citizens of the town.

14-05: ELECTION, QUALIFICATION AND RECALL:

The Board shall consist of **three** duly elected members. Before assuming official duties, each newly elected member shall be sworn to faithful performance of official responsibilities by the Town Moderator and/or Town Clerk. A duly elected member of the Board of Selectmen can be recalled from office in accordance with the provisions of the Town of Ayer's Recall Petition by-law.

14-06: VACANCIES ON THE BOARD:

When a vacancy occurs in the membership of the Board of Selectmen, the Board or its remaining members shall fill the unexpired term or terms in accordance with the Massachusetts General Laws.

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14-07: ROLE OF THE BOARD OF SELECTMEN:

The Board is the chief executive body of the town. The Board sets the community's vision and provides the leadership required to assure that the mission is followed. The Board is responsible for appointing personnel, developing and implementing policy and reviewing for compliance with said policies. The Town Administrator supports the Board on appointments and policy formulation, implementation and compliance.

The Board is responsible for supervising the departments of the general government that are not supervised by the other elected officials. This responsibility is delegated, at the discretion of the Board, to the Town Administrator, and the Board, at its discretion may, and in most instances should, agree to allow the Town Administrator to provide administrative direction to the departments that fall under the board's jurisdiction to assure that the board's policies are implemented in the course of the town's day to day operations. Department heads shall receive policy direction from the board through the Town Administrator, and may also on occasion receive administrative direction directly from the Board (though not unilaterally from an individual member). As a rule, however, Department Heads shall receive administrative direction for day to day operations directly from the Town Administrator. Department Heads report to the board but do so through the Town Administrator. This policy is not intended to limit or otherwise exclude a Department Head from expressing concerns or issues directly to the Board, but rather it is intended to provide a framework for an effective and efficient operation utilizing an appropriate chain of command. If any concerns or issues are brought to the attention of the Board directly, the Board shall report them to the Town Administrator as soon as it is practicable and shall work proactively with the Town Administrator to address the concern or issue. Concerns and questions about the operation of departments, and suggestions for improvements should be addressed to the Town Administrator, and the responsibility for addressing these issues is thus carried out through the Town Administrator. Selectmen may be called upon to resolve disputes that are unable to be resolved on the staff level.

No individual Board member shall be allowed to direct a Department Head in the methods or manners in which the department's day to day business is to be conducted, however, this policy is not intended to limit or restrict the rights of an individual Board member to communicate his or her opinions regarding the implementation of an approved Board policy.

14-08: ROLE OF THE TOWN ADMINISTRATOR:

The Board appoints a Town Administrator who functions as the Town's Chief Administrative Officer. The primary duties of the Town Administrator shall be the day-to-day administration of the general government as outlined in the position's job description. The Town Administrator shall also assist and work under the direction of the Selectmen on appointments and in the formulation, implementation and compliance of policy.

The Town Administrator must maintain a close working relationship with all members of the Board. He/she shall regularly brief the Board on all important issues.

14-09: ROLE OF THE ASSISTANT TO THE TOWN ADMINISTRATOR AND SUPPORT STAFF:

The Board appoints a Assistant to the Town Administrator and said appointment shall be made with a recommendation from the Town Administrator and as per the Town of Ayer Personnel Policies and Procedures Manual.

The Assistant to the Town Administrator functions as the support staff for the Board and the Town Administrator. The Assistant to the Town Administrator must maintain a close working relationship with all members of the Board and the Town Administrator. The Assistant to the Town Administrator reports to and takes direction from the Town Administrator.

The primary duties of the Assistant to the Town Administrator shall be as outlined in the position's job description. He/she shall perform varied office administration functions as directed by the Town Administrator.

14-10: BOARD RULES AND ETHICS:

1. A member of the Board of Selectmen, in relation to his or her community should:

- A. Realize that his or her basic function is as it is listed in section 14-07 which is contained herein.
- B. Realize that he or she is one of a team and should abide by, and carry out, all board decisions once they are made.
- C. Be well informed concerning the duties of a board member on both local and state levels.
- D. Remember that he/she represents the entire community at all times.
- E. Accept the office of Selectman as a means of unselfish service and not benefit personally or politically from his/her board activities.
- F. In all appointments, avoid political patronage by judging all candidates on merit, experience, and qualifications only.
- G. Abide by the ethics regulations established by the State and not use the position to obtain inside information on matters which may benefit someone personally.
- H. At all times carry and conduct him/herself in a manner that is appropriate and becoming of a Chief Elected Executive Official of the town of Ayer.

2. A member of the Board of Selectmen, in his/her relations with administrative officers of the Town, should:

- A. Endeavor to establish sound, clearly defined policies that will direct and support the Board of Selectmen, for the benefit of the people of the community.
- B. Recognize and support the administrative chain of command and refuse to act on complaints as an individual outside the administration.

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- C. Give the Town Administrator full responsibility and authority for discharging his/her duties.
3. A member of the Board of Selectmen, in his/her relations with fellow board members, should:
- A. Recognize that only an action taken at official and legal selectmen's meetings is binding, and that he/she alone cannot bind the board outside of such meetings.
 - B. Recognize that he/she should not make any representation to anyone on behalf of the board unless and until the board takes a formal position on the matter.
 - C. Should informal decisions by telephone consensus be required of the Board between meetings, all Board members shall be contacted prior to a majority decision being implemented.
 - D. Uphold the intent of executive session and respect the privileged communication that exists in executive session.
 - E. Make decisions only after all facts on a question have been presented and discussed.
 - F. Treat with respect the rights of all members of the board despite differences of opinion.
 - G. Be responsible to address the concerns and complaints of the citizens in the town of Ayer and the employees of the government.
 - H. Demonstrate leadership by raising issues and encouraging debate regarding said issues both within the Board and within the community at large.

14-11: TOWN ADMINISTRATOR RULES AND ETHICS:

1. The Town Administrator, in relation to the Board and the community should:
- A. Realize that his/her basic function is to carry out the policies of the Board through day to day administration of the town's business.
 - B. Realize that he/she represents the Board and should abide by, and carry out, all board decisions once they are made.
 - C. Be well informed concerning the duties of a Town Administrator on both local and state levels.
 - D. Remember that in representing the Board that he/she represents the entire community at all times and that he/she must treat the public in a courteous and respectful manner.
 - E. Accept the office of Town Administrator as a means of unselfish service and not benefit personally or politically from his or her activities.
 - F. In recommendations for all appointments, avoid political patronage by judging all candidates on merit, experience, and qualifications only.
 - G. Abide by the ethics regulations established by the State and not use the position to obtain inside information on matters which may benefit someone personally.
 - I. Participate in discussion at Board Meetings and Town Meetings as requested by the Board.

- J. To speak on behalf of the Board only on accepted policies and accepted positions on issues.

2. The Town Administrator, in his/her relations with other administrative officers of the Town should:

- A. Endeavor to establish sound, clearly defined policies that will support the Board of Selectmen for the benefit of the people of the community.
- B. Recognize and support the administrative chain of command.

3. The Town Administrator, in his/her relations with the board members, should:

- A. Uphold the intent of executive session and respect the privileged communication that exists in executive session.
- B. Treat with respect all Board members.

14-12: ASSISTANT TO THE TOWN ADMINISTRATOR AND SUPPORT STAFF RULES AND ETHICS:

1. The Assistant to the Town Administrator and Support Staff, in relation to the Board, the Town Administrator and the community should:

- A. Realize that his/her basic function is to carry out the policies and directives of the Town Administrator and/or the Board.
- B. Realize that he/she represents the Town Administrator and the Board and should abide by, and carry out, all Town Administrator and Board decisions once they are made.
- C. Be well informed concerning the duties of the Assistant to the Town Administrator on the local level.
- D. Remember that in representing the Town Administrator and the Board that he/she represents the entire community at all times and that he/she must treat the public in a courteous and respectful manner.
- E. Accept the office of Assistant to the Town Administrator or Support Staff as a means of unselfish service and not benefit personally or politically from his or her activities.
- F. In any participation in or comments on appointments, avoid political patronage by judging all candidates on merit, experience, and qualifications only.
- G. Abide by the ethics regulations established by the State and not use the position to obtain inside information on matters which may benefit someone personally.

2. The Assistant to the Town Administrator and Support Staff, in his/her relations with administrative officers of the Town, should:

- A. At all times recognize and support the administrative chain of command.
- B. This policy is not intended to limit or otherwise exclude the Assistant to the Town Administrator and Support Staff from expressing concerns or issues directly to the Board, but rather it is intended to provide a framework for an effective and

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efficient operation utilizing an appropriate chain of command. If any concerns or issues are brought to the attention of the Board directly, the Board shall report them to the Town Administrator as soon as it is practicable and shall work proactively with the Town Administrator to address the concern or issue.

3. The Assistant to the Town Administrator and Support Staff, generally, should:

- A. Uphold the intent of executive session and respect the privileged communication that exists in executive session.
- B. Treat with respect the rights of all members of the community and the government despite differences of opinion.

14-13: ORGANIZATION OF THE BOARD:

The Chairman shall be elected annually at the first regular meeting following the Annual Town Election. The Board at any time may remove the Chairman by a majority vote. Unless by a unanimous vote, the Chairman shall not serve two consecutive years in any given term. A majority vote shall constitute an election. Nominations require a second. The immediate past Chairman shall preside as Chairman pro tem until the Chairman is elected. If there is no immediate past Chairman, the senior member in terms of current service shall serve as Chairman pro tem. If a vacancy occurs in the office of Chairman, the Board shall elect a successor. The Board shall further appoint a Clerk under the same provisions stated for the Chairman.

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14-14: RESPONSIBILITIES OF THE CHAIRMAN:

The Chairman of the Board shall:

- 1. Preside at all meetings of the Board. In doing so, he/she shall maintain order in the meeting room, recognize speakers, call for votes and preside over the discussion of agenda items.
- 2. Sign official documents that require the signature of the Chairman.
- 3. Call special meetings in accordance with the Open Meeting Law.
- 4. Set agendas with the Town Administrator subject to acceptance of the board when the meeting convenes.
- 5. Arrange orientation for new members (Note: Such orientation must meet the requirements of the Open Meeting Law).
- 6. Serve as spokesman of the Board at Town Meetings and present the Board's position unless otherwise determined by the Board or delegated by the Chairman.
- 7. Make liaison assignments and assign overview responsibilities for project and tasks to Board member subject to acceptance of said assignment by the Board members.

The Chairman shall have the same rights as other members to offer and second motions and resolutions, to discuss questions and to vote thereon.

14-15: RESPONSIBILITIES OF THE VICE CHAIRMAN:

The Vice Chairman of the Board shall act in the place of the Chairman during his/her absence at meetings. Should the chairman leave office, the Vice Chairman shall assume the duties of Chairman until the Board elects a new Chairman.

14-16: RESPONSIBILITIES OF THE CLERK:

The primary administrative function of the Clerk is to sign the Board's minutes.

14-17: REGULAR BOARD MEETINGS:

Regular Board Meetings are held on a schedule voted by the Board. Unless in the case of an emergency, the Board shall not meet on days designated as legal holidays.

14-18: SPECIAL MEETINGS:

A meeting that is called for any time other than the regular meetings shall be known as a "Special Meeting". The same rules as those established for regular meetings will apply. Special meetings may be called by any member provided that a majority of the members agree to meet, all Board members are notified and the meeting is posted as is required by the Open Meeting Law.

14-19: EMERGENCY MEETINGS:

A meeting that is called for any time other than the regular meetings and that is called without the required forty-eight (48) hour posting shall be known as a "Special Emergency Meeting". The same rules as those established for regular meetings will apply. Special Emergency meetings may be called by any member provided that the subject matter is of an emergency nature, a majority of the members agree to meet, due diligence is used in notifying all Board members and the meeting is posted as is required by the Open Meeting Law.

14-20: WORKING MEETINGS:

The Board may conduct informal "working sessions" from time to time as the situation warrants. At such meetings, which will be posted in accordance with the Open Meeting Law, no official action will be taken. A synopsis of transactions of informal meetings will be made a part of the minutes of the following regular meeting.

14-21: MEETING PROCEDURES:

Meetings are to be conducted in accordance with generally accepted rules of parliamentary procedure and the Open Meeting Law. It is the practice that application of such procedures be on a relatively informal basis, due to the size of the group and the desirability of flexibility in the expression of opinion. Robert's Rule of Order is used as a guide in matters requiring clarification.

Although the public and the press have a right to be present at open meetings of the Board of Selectmen, they do not have the right to participate unless they are recognized by the Chair.

A quorum shall consist of two members of the Board. As a practical courtesy, action on critical or controversial matters, such as the adoption of policy or appointments, shall be taken,

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whenever practicable, with the full Board in attendance. Actions and decisions shall be by motion, second and vote. Split votes, if any, will be identified by name.

The Town Administrator is expected to be in attendance at all meetings of the Board. The Town Administrator shall attend in order to keep the Board informed and advised on all matters that fall within the jurisdiction of his/her office. He/she shall carry out the actions of the Board as they relate to the conduct and administration of Town affairs under his/her jurisdiction.

14-22: EXECUTIVE SESSION:

Executive Sessions of the Board shall only be held in accordance with the provisions of Massachusetts General Law Chapter 30A, section 21A.

If practicable, Executive Sessions, other than a few minutes in duration, will be scheduled only at the end of the open meeting. Only items clearly allowed under the Open Meeting Law shall be included in Executive Session. The mover must specify in the motion to enter Executive Session and the exemption under which the session is sought. A majority of the members present must vote to enter Executive Session by roll call vote. The motion must state whether or not the Board will reconvene into open session.

14-23: AGENDA PROCEDURES:

The responsibility for coordinating and planning the meeting agenda is that of the Town Administrator in consultation with the Chairman. Each of the Board Members and the Town Administrator may place items on the agenda. The Town Administrator, in consultation with the Chairman, shall schedule a realistic time period for each appointment, interview, conference or other scheduled item of business.

All items for the agenda are expected to be submitted to the Town Administrator at least five (5) working days before any regularly scheduled meeting. Items of emergency or strictly routine nature that develop after closing of the agenda may be considered under "new business".

Agenda items normally include:

1. Call Meeting to Order
2. Accept Minutes and Agenda
3. Public Input
4. Guests
5. Department Reports
7. New Business
8. Executive Sessions (if any)
9. Adjournment

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Members of the Board, Town Administrator, staff or others who prepare background material for the meeting should make an effort to have such material available at least two days before any regularly scheduled meeting. If background information is insufficient or complicated or if complex motions or motions are presented at the meeting which were not in the Board's meeting

packet, any member should feel free to request the tabling of the item to allow careful study of the material presented or the motion proposed.

The Board's meeting packet shall be compiled by the Assistant to the Town Administrator. The agenda and all substantiating documents shall be made into a PDF and emailed to the board within three (3) working days of said meeting.

The agenda shall be available to the public and the press at the Selectmen's office at least two days before the meeting date and shall be posted at the Town Hall bulletin board, the Town Website and on the cable access channel that same afternoon.

Copies of the minutes of the previous meeting and all important correspondence, reports and other pertinent background materials shall be forwarded with the agenda to Board members.

14-24: MINUTES:

The Assistant to the Town Administrator shall record open meetings of the Board. The minutes of the Board of Selectmen constitute the official record of the Board under Federal, State and Local Law.

Minutes shall be circulated to the Town Administrator and members of the Board on or before the seventh day after the meeting and shall be in order for approval at the next regular meeting of the Board. By unanimous consent, minor corrections may be made to the minutes without advance circulation of such corrections.

Minutes shall contain a full statement of all motions made and voted by the Board and of the disposition of all proposals for action. Approved minutes shall be signed by the Clerk and recorded in a Minutes Book and posted to the Board of Selectmen Webpage.

Minutes of Executive Sessions shall be recorded by the Town Administrator, approved by the board, signed by the Clerk and kept by the Town Administrator in accordance with the above procedures.

Minutes are open for public inspection as provided for by law.

14-25: APPOINTMENTS:

The Board makes numerous appointments each year. Appointments are generally made for one or three years in length. In no case, may appointments be made for more than three years unless specifically allowed by state law. Appointments generally are made on or before June 30th of each year. In the case of appointments, a second to the nomination or motion will be required prior to Board action.

Employee Appointments: Employee appointments shall be made with a recommendation from the Town Administrator and as per the Town of Ayer Personnel Policies and Procedures Manual.

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Committee Appointments: Whenever possible the Board will seek variety in backgrounds, interests, ages, sex and geographic areas of residents, so that a true cross section of the community will be reflected. In order to attract qualified and interested persons, vacancies will be made public as far in advance of appointment as practicable. Vacancies could be advertised in the local paper as well as on Cable TV. Appointments should be based on merit and qualifications rather than political merit.

The Assistant to the Town Administrator shall:

- a. Provide by April 1st a list of the appointment vacancies to be filled by the Board.
- b. Notify the chairman of the appropriate board or committee requesting recommendations regarding reappointment or the filling of vacancies.
- c. Notify incumbents and request their statements of availability regarding reappointment.

All candidates seeking appointment for the first time to a position shall submit a short written letter of interest or resume. This letter/resume shall be included in the Board agenda in advance of the meeting. The Board may consider reappointments to positions at their pleasure. A statement/resume will only be requested from a candidate seeking reappointment by specific request of a member of the Board.

The Board will interview candidates seeking an appointment for the first time to the following positions as well as all vacant elected positions being filled by them in accordance with the law:

-
- Ayer Cultural Council
- Cable Commission
- IT Committee
- Conservation Commission
- Council on Aging
- Director of Emergency Preparedness
- Fourth of July Committee
- Gas and Electrical Inspectors
- Historical Commission
- Industrial Development Commission
- Industrial Development Finance Authority
- Montachusett Regional Planning Commission
- Montachusett Area Regional Transit Authority
- Personnel Board
- Recycling Committee
- Zoning Board of Appeals; and
- Any other board, committee or commission appointed by the Board of Selectmen

Notice of candidates being interviewed shall be included in the agenda provided to the Board. The Board may request that candidates for a position not listed above be interviewed.

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Candidates not being interviewed may, at the discretion of the Board, still be considered upon receipt of the resume/statement.

Appointments will normally be made only when all members of the Board are present. Appointments will be made by a majority vote of the Selectmen.

14-26: ADVISORY COMMITTEES OF THE BOARD OF SELECTMEN:

The Board may appoint standing or ad hoc advisory committees to aid on matters under the Board's jurisdiction. The use of such advisory committees provides greater expertise and more widespread citizen participation in the operation of government.

Charges to advisory committees shall be in writing and shall include the work to be undertaken, the time in which it is to be accomplished and the procedures for reporting to the Selectmen. Each committee must report in writing at least annually to the Selectmen. The Selectmen's Office shall be sent copies of all committee agendas and minutes. The Board will discharge committees upon the completion of their work. In addition, each Committee shall be provided with a Committee Handbook addressing issues such as conduct and law. This Committee Handbook should be reviewed every two (2) years.

The charges and membership of standing advisory committees shall be reviewed periodically -- at least annually -- to assess the necessity and desirability of continuing the committee. Re-appointments will be based on an evaluation of the member's contribution, the desirability of widespread citizen involvement and the changing needs of the committee and the town.

It is the policy of the Selectmen to appoint qualified citizens representing all sections of the town to all such advisory committees. The Board will normally appoint no individual to more than one standing advisory committee at any one time.

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In order to attract qualified and interested persons, vacancies will be made public as far in advance, but at least two weeks in advance, of an appointment as practicable.

14-27: RELATIONS WITH TOWN BOARDS, COMMITTEES AND COMMISSIONS

The Board of Selectmen is aware that coordination and cooperation is needed among the town's major boards, committees and commissions not only in the day to day operations of government but also to:

- 1.) set town wide goals and priorities,
- 2.) identify and anticipate major problems and working together towards their resolution, and
- 3.) develop a process for dealing with federal, state and county government.

Therefore, as the executive board that is historically responsible for the overall leadership and coordination of town affairs, the Selectmen will require that the Town Administrator to:

1. At least two times each year schedule meetings with the chairmen of major boards and committees to carry out functions 1-3 listed above. One meeting, shall, if

- possible, be held between the annual election and the start of town meeting for the purpose of reviewing the warrant and expediting town meeting.
2. Regularly schedule meetings of the Selectmen, Advisory Committee and School Committee with Ayer's State Legislators to discuss legislative issues which affect Ayer.
 3. On behalf of the board, the Town Administrator is responsible for inter-board communication in the day to day operations of government. The Town Administrator shall develop a process for exchange of information and the provision for advice and recommendations among the boards, committees and commissions with common interest, which shall include but not be limited to the exchange of minutes, the establishment of a central repository for data, studies and reports and the appointment of members or staff of boards, committees or commissions as liaison with one another around common projects.

14-28: RELATIONS WITH CITIZENS:

The Board recognizes that it both represents and is accountable to all the citizens of the town. It is the Board's policy to make every effort to strengthen communications with citizens. Measures will be instituted to increase citizen participation, encourage citizen input into governmental decisions and to keep citizens informed of all actions contemplated or taken by the Board and the town meeting which will affect them. To this end the following steps will be taken:

1. An individual citizen or group of citizens may request an appointment before the Board by contacting a Board member or the Town Administrator, stating precisely the reason for the appearance and the action desired and naming a spokesman for the group. Participants shall be given the opportunity to make a reasonable presentation through the spokesman and to express opinions and ask for pertinent information. Background data shall be prepared by the boards and departments concerned prior to the appointment insofar as possible, so that all parties involved can have a reasonable understanding of the subject matter. Citizens are encouraged to have written materials submitted for the Board's meeting packet. This policy is not intended to limit public participation for those people wishing to speak under the public input section of the board's agenda.
2. Persons who will be directly affected by proposed Board discussion and/or action will be notified by the Assistant to the Town Administrator to the Board of Selectmen and Town Administrator of the date and time of meeting at which the matter will be discussed or acted upon by the Board.
3. In considering matters of citizen concern at a regular meeting, the public will be allowed to ask questions or make statements relative to the matter under consideration at the discretion of the Chairman or upon request of any member of the Board.

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4. All citizen questions and complaints are to be answered promptly. Questions and concerns relating solely to the Office of Selectmen shall be answered promptly by the Town Administrator, after consulting with the Board. Those needing prompt attention by the Board should be referred to the Chairman for inclusion in the next meeting agenda.
5. All other questions and all complaints are to be referred to the Selectmen's Office for action or recommendations. In those instances deemed appropriate by a Board member, the Board member receiving the complaint may deal directly with a department head, the Board member shall subsequently inform the Town Administrator of the issue and its disposition.

14-29: EMPLOYEE GRIEVANCES:

Employee grievances are to be handled as delineated in the Town's Personnel Policies and Procedures. Under the Personnel by-law, the personnel policies and procedures are formulated by the Personnel Board with the approval of the Selectmen. If employee grievances are brought to the attention of a Board member it shall be Board policy to proceed as follows:

Selectmen will not intercede or interfere with the process. The employee will be shown the administrative process to be followed. A meeting with the Board may be requested by any employee; the Board may, at their discretion, defer such meeting until other remedies available to the employee under the current version of the Personnel Policies and Procedures Manual and/or the respective Collective Bargaining Agreement have been exhausted.

14-30: HEARINGS BEFORE THE BOARD:

Hearings before the Board of Selectmen generally shall be conducted in accordance with the following procedures. Variations may be necessary to comply with statutory requirements applicable to particular matters. The procedure for conducting dog and utility hearings are hereinafter outlined:

1. Notice: The Assistant to the Town Administrator to the Board of Selectmen and Town Administrator will advertise the hearing and notify interested persons, such as abutters, as required by statute or as directed by the Chairman in the absence of statutory requirements.
2. Hearings will be held in open session unless otherwise voted by the Board in compliance with the Open Meeting Law.
3. The Chairman will announce the nature and purpose of the hearing, identify the particular matter, and recite the notice given. Where appropriate, the Chairman will outline the procedure to be followed. All questions shall be addressed to the Chair.
4. The order of presentation will be:
 - a. Presentation by Proposer
 - b. Receipt of recommendations from any Town agency or officer
 - c. Statements by proponents

- d. Statements of opponents
 - e. Rebuttal statements by proponents and opponents
 - f. Where appropriate, questions may be asked of any person making a statement after the statement is finished. Questions will be accepted first from members of the Board.
5. The Board may permit persons not desiring to speak to record themselves as in favor or against the proposal. In the discretion of the Board a show of hands may be taken.
 6. At the conclusion of the hearing the Board may render its decision or take the matter under advisement, announcing the intended date of decision.

14-31: PROCEDURE FOR CONDUCTING DOG HEARINGS

A written complaint must be filed with Board of Selectmen. The complaint should describe and name the dog and fully identify the owner. The complaint should further specify why and how the dog is considered to be vicious. Specify all times, dates and reasons.

Upon receipt of a request for a hearing, the hearing will be included in the agenda for a regular meeting. The Assistant to the Town Administrator to the Board of Selectmen and Town Administrator will notify the Dog Officer and all involved persons. Hearings will be held in open session. The procedure for conducting a hearing is as follows:

1. Read complaint - fully identify and describe dog, present picture when available. Note that the hearing is being conducted under Chapter 140 of the MGL's.
2. Swear in the complainant that all information and statements are the whole truth and nothing but the truth.
3. Hear reports from dog officer and/or health officer -- make sure dog is fully identified here.
4. Take testimony from complainants - directly question as to why dog is considered vicious or dangerous. Are they fearful of dog? Is there excessive barking, etc.?
5. Take testimony from owner and/or others speaking on his behalf.
6. At the conclusion of the hearing the Board may render its decision or take the matter under advisement, announcing the intended date of decision.
7. Unless otherwise requested by the Board, the dog shall always attend the hearing.

14-32: TOWN MEETINGS:

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1) Annual Town Meetings

The Town Meeting warrant is the Selectmen's warrant by Statute. The Board members shall jointly decide which articles on the warrant will be moved by which member of the Board at the town meeting. The Board of Selectmen may insert articles in the warrant on their own initiative by a vote of the Board or by written petition signed by ten (10) registered voters for the Annual Town Meeting. It has been the practice of the Town of Ayer to hold its Annual Town Meeting on the second Monday in May. The Selectmen may call the Annual Town Meeting for any time allowed by the Massachusetts General Laws. The warrant for the Annual Town Meeting shall be

mailed to every house with a registered voter at least two (2) weeks prior to the Annual Town Meeting.

2)Special Town Meetings

The Selectmen will call a Special Town Meeting when deferment of the particular matter(s) proposed for inclusion on the warrant for the Special Town Meeting will not serve the interest of the Town. The Selectmen must call a Special Town Meeting if they receive a written request, signed by two hundred (200) registered voters. It is the practice of the Town of Ayer to use a special town meeting only to address subjects of an urgent nature.

The Selectmen may insert articles in the warrant on their own initiative or by written petition signed by ten percent (10%) of the registered voters for Special Town Meeting . The Selectmen may also insert articles in the warrant upon request of another committee.

Notwithstanding the above, in the interest of economy of operations and imposition on the voters the Selectmen shall strive to limit the calling of Special Town Meetings to the minimum necessary as is otherwise in the Town's best interest. In determining whether to call a Special Town Meeting, the Selectmen may consult with other town committees, officials, and staff as appropriate. It is strongly recommended that the Moderator and Town Clerk be consulted for each Town Meeting.

14-33: TOWN HALL – SMOKING POLICY

The Board of Selectmen have voted the following "No Smoking" policy for the Ayer Town Hall: Effective September 1, 1995, no smoking will be allowed in the Town Hall.

Complaints in regards to this policy shall be filed with the Town Administrator.

14-34: LICENSE FEES

The Selectmen are designated the local licensing authority for most general projects and purposes. State law refers to over 50 types of licenses which may be issued by the Selectmen.

For procedural guidance for alcohol, common victualers, innholders, amusement, Sunday entertainment, motor vehicle (class I, II, III and junk), taxi and earth removal permits and/or licenses please see the existing policy in the Board office and or the relevant town of Ayer By law.

Applications for licenses and permits will be made available in the Selectmen's Office in accordance with established policies. In the interest of all concerned, it is recommended that persons requesting the licenses or permits be in attendance at the Board meeting when the request is reviewed. The Assistant to the Town Administrator to the Board of Selectmen and Town Administrator will notify all interested parties of the date and time of such review. License applications shall not be considered by the Board until receipt of written confirmation from the Tax Collector and DPW that all taxes and utility bills are paid in full to date.

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For a list of the current fees charged for licenses most frequently issued by the Ayer Selectmen, please see the Town of Ayer Webpage.

14-35: RECORDS RETENTION

The following is a list of standard records mandated for use by the Board of Selectmen in carrying out their statutory responsibilities. To destroy records included in this retention schedule, a letter with two copies shall be submitted to the Supervisor of Public Records requesting approval. Upon receipt of approval, records may be destroyed.

<u>RECORD</u>	<u>MGL REF</u>	<u>RETENTION PERIOD</u>
Accts & Receipts of Collector	60-94	After Use
Appointment Certificate	41-23C	3 yrs after termination of appt
Audit Report	44-39	Permanent
Boundaries & Perambulation Material	42-2/10	Permanent
Budget Material	41-59	After Use
Cash Books		After Audit
Dog Complaints	140-157	4 yrs
Dog Officer Warrants	140-153	4 yrs
Elections - Vacancy Notices	50-6A & 54-141/144	1 yr
Employment Applications		Perm if hired, otherwise, 2 yrs
Employment Service Record		Permanent
Expenditures	41-60	After Use
Insurance Policies		7 yrs after use
Licenses		
Applications		2 yrs
Book		Permanent
Minutes	66-6	Permanent
Payroll Sheets	41-42	After Use
Purchasing		
Awards and Contracts	30B	7 yrs. after exp. of contract
Emergency Procurement Files		7 yrs after final pay & audits
Organization Proposal	71-15	Permanent
Schedule of Bills Payable	41-51	After Use
Special Town Meeting Petitions	39-10	Permanent

14-36: INSPECTION OF PUBLIC RECORDS:

This section complies 950 CMR 32.00: Public Records Access for the guidance of supervisory and administrative personnel, and to insure that disputes regarding access to particular records are resolved expeditiously and fairly.

Every person has the right to inspect or receive copies of public records in the custody of the Selectmen's departments without unreasonable delay. Every effort shall be made to provide such public records in a timely fashion consistent with current workloads.

I. Definitions:

Custodian shall mean the Department Head for the purposes outlined herein.

Public Records means all books, papers, maps, photographs, financial statements, statistical tabulations, or other documentary materials or data, regardless of physical form or characteristics, made or received by any employee of the Selectmen's departments. Records specifically excluded from "public" records: under the provisions of Chapter 4, Section 7 (26), of the Mass. General Laws include:

- a. personnel files and any other material relating to a specifically named individual whose disclosure may constitute an unwarranted invasion of personal privacy.
- b. memoranda relating to policy development, internal or to the Board of Selectmen; however, backup for all studies or reports may not be reasonably withheld.
- c. commercial or financial information voluntarily provided by contractors or individuals for use by the Selectmen's departments in developing policy.
- d. proposals and bids to enter into a contract or agreement prior to the time schedule for public opening of such bids or proposals; information provided by others relating to contractor's previous performance used in evaluating bidders qualifications prior to a decision on the award of a contract.
- e. appraisals of real property acquired or to be acquired until a final agreement is entered into or litigation has been completed or the time to commence litigation has expired.
- f. water bills or water consumption information pertaining to any specific household or address other than that of the person making the request.
- g. investigatory materials, the disclosure of which materials would probably so prejudice the possibility of effective law enforcement or pending disciplinary action that such disclosure would not be in the public interest.

Search time means the time needed to locate, pull from the files, copy and refile, and when applicable, address and mail a public record. However, it shall not include the time expended to create the original record.

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Segregation time means the time used to delete or expunge data which is excluded under the definition of public records.

2. Procedures:

a. Inspection. Public records may be inspected at all times during regular business hours of the department. Personnel are encouraged to assist the public by answering questions about factual information; however, care must be exercised not to offer opinions which are not clearly supported by available data. Originals or sole copies of documents will not be removed from the Office premises for any reason by members of the public.

b. Promptness of Access. Every effort shall be made by personnel to provide on-the-spot access to persons wishing to inspect public records, and similarly, to provide in-hand copies of one or two page documents and additional copies when the employee servicing the request is able. However, when the employee is presented with requests for numerous copies or ten minutes or more search time is required, or the employee is working on other departmental priorities or deadlines, the request for copies may be serviced at a later time. The goal shall be to fulfill all requests for copies within three working days, but in no instance shall the time exceed the ten days allowed by State regulations.

c. Fees. A fee schedule for the most frequently requested public records is provided in Section 4. In addition, whenever search time and/or segregation time exceeds thirty minutes, a prorated fee based on the lowest hourly compensation rate of an employee capable of fulfilling the request for information will apply.

Fees will be waived for public records up to 200 pages provided to members of legally constituted boards, commissions and committees containing information within the purview of the body in which the membership exists. A reduced fee will be imposed for requests more than 200 pages. In addition, the Department Head may waive fees for up to 300 pages whenever such action will clearly benefit the public interest.

When requests for copies of public records are received by telephone or mail, the requestor will be notified of the appropriate fee in advance. If copies are to be mailed, the requisite payment must be received prior to mailing.

d. Interpretation. All questions regarding the application of these policies and procedures will be referred to the Town Administrator.

e. Denials. When, in the opinion of an employee who receives a request for information, the requested information is not a public record, or of a nature which is exempt, the request will be referred to the Department Head for a determination. With the concurrence of the Town Administrator, if the Department Head determines that the requested material is not a public record, or

of a nature which is exempt, he shall proceed in accordance with the CMR 32.08 by furnishing the requestor with a written response specifying the basis for denial of the request. The Department Head shall advise the person denied access of his or her remedies under 950 CMR 32.00 and M.G.L. c66 Sec. 10(b).

3. References:
M.G.L. Ch. 4, Sect. 7 (26) 950 CMR 32.00

4. Fees:

1. Photocopies 11" X 8 1/2", 11" X 14", 11" X 17":	\$.25/pg
2. Zoning by-law w/map-	\$2.00
3. Assessor's Maps-	\$.50/pg

NOTE: When search time/segregate time exceeds 15 minutes per request, a per hour prorated charge based on the lowest hourly compensation rate of a departmental employee capable of fulfilling the request for information will be added to the copying fees above.

14-37: MANAGER'S WRITTEN REPORTS

Introduction:

In an effort to keep the Board of Selectmen informed and to provide department heads with an opportunity to communicate departmental activities in a more efficient and formalized fashion, the Board of Selectmen requires the following:

Written Reports:

Each department head shall be required to submit a monthly written report to the Selectmen's office. This report shall describe all activities undertaken by that department head and his/her department employees during the prior month. Particular attention should be paid to how the department head's actions during the prior month fit in with the department's annual goals and objectives. These written reports are intended to help keep the Board of Selectmen informed, to relieve department heads from the obligation of attending the meetings on a regular basis, and to free up valuable time at Selectmen's meetings for non-routine matters.

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These written reports shall be directed to the Town Administrator, shall be due in the Selectmen's office at noon on the Tuesday before a Selectmen's semi-monthly meeting and shall be included in the Selectmen's meeting packets.

The departments shall be divided into two groups with one group submitting reports for the first monthly meeting and the other group submitting for the second monthly meeting. The meeting schedule shall be coordinated through the Town Administrator.

Department heads may be required to attend additional meetings when there are specific matters requiring the department heads attendance. The need for attendance at other than quarterly meetings shall be coordinated through the Town Administrator.

Conclusion:

While this policy is a requirement for all Board of Selectmen appointed department heads, it is also an open opportunity for other department heads, boards and commissions to keep the lines of communication open. Accordingly, the Selectmen would encourage all others to use this process.

END OF POLICIES

Authorization of Policies and Procedures:

The forgoing policies shall take full force and effect on the day of their approval or amendment. These policies and procedures shall not be amended without a vote of the Board of Selectmen. Any vote of change shall be committed to writing, signed, dated and attached hereto.

Christopher R. Hillman, Chairman

Jannice L. Livingston, Vice Chairman

Gary J. Luca, Clerk

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Board Member or Employee Acknowledgement:

I acknowledge that I have received a copy of the Town of Ayer Board of Selectmen General Policies and Procedures. I further acknowledge that it is my responsibility to become familiar with them and to abide by them.

Board Member or Employee's Name

Date

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**Ayer Board of Selectmen
Meeting Minutes For
Tuesday, August 19, 2014, 7pm
Ayer Town Hall – 1st Floor Meeting Room**

BOS Attendance: C. Hillman (Chair); J. Livingston (Vice Chair); G. Luca (Clerk)

Also in Attendance: R. Pontbriand (Town Administrator)

Not Present: C. Antonellis (Assistant to the Town Administrator)

Call To Order: The meeting was called to order in open session at 7pm by Chairman Hillman.

There were no amendments to the meeting agenda.

MOTION: A Motion was made by G. Luca and seconded by J. Livingston to approve the meeting agenda. **Motion Passed 3-0.**

C. Hillman stated that he had one announcement that the Curbside Working Group would make its presentation to the BOS on Tuesday, August 26, 2014 at 7pm. This would not be a public input session but a meeting of the BOS to hear the report of the Curbside Working Group.

Resident(s) questioned why the meeting had been changed from August 19th to August 26th.

C. Hillman explained that as the BOS Chair he sets the Agenda and he made the decision to move the meeting from August 19th to August 26th due to the full agenda on August 19th and to allow ample time for the presentation. He offered apologies to any confusion or inconvenience this may have caused.

J. Livingston also offered apologies on the meeting change as she was the one at the previous Public Meeting of the Work Group to announce the meeting on August 19th but that the Chair does have the right under BOS Policies and Procedures to change the agenda.

C. Hillman stated that on August 26th, the Curbside Working Group would present to the BOS and that no decision on implementation would be made.

PUBLIC INPUT

Charles Miller (Resident): Mr. Miller asked if the meeting on August 26th would be in the Great Hall or the First Floor Meeting Room at 7pm?

C. Hillman stated that the meeting would be in the Great Hall.

Pauline Conley (Resident): Ms. Conley presented a Petition on behalf of Mr. Harvey Flagg containing 603 signatures of residents wanting to keep the Transfer Station. Ms. Conley read the Petition into the record and signed the document. She stated that there is confusion in Town that Town Meeting only controls the issue(s) of funding whereas the People have no say on the

decision unless the BOS gives it to them. Ms. Conley recommended to the BOS that they consider taking a formal vote either tonight or on August 26th to keep the Transfer Station Open.

J. Livingston stated that she wanted to clarify that she wants to see the financial numbers from the Work Group and for the Public to have that information as well. She has maintained from the beginning that she wanted to see the numbers. She is not in favor of closing the Transfer Station but if the numbers show significant savings then I would say to the residents to reevaluate.

Mary Spinner (Resident) asked the BOS about the Shirley Street Bridge and stated that Residents are concerned about the bridge being closed and the integrity of the road around the bridge as well as the issues of snow removal on that road.

C. Hillman stated that this issue would be discussed later under the DPW Superintendents Report.

Veterans Agent Report

Mr. Mike Detillion, Ayer Veteran's Agent appeared before the BOS regarding a proposal for a dedicated chair in honor of POWs/MIAs as part of a program sponsored by the organization Rolling Thunder.

C. Hillman asked if this could be integrated with the Schools.

M. Detillion said yes and that the POW/MIA Chair of Honor could be moved around the Town. He further explained that his department would pay for the Chair which is approximately \$126.00.

The BOS agreed that this was a great program and an honor and tribute to all POWs/MIAs.

Dr. Mary Malone, ASRSD School Superintendent and Mr. Pat Kelley, Member of the ASRSD School Committee appeared before the BOS to make a brief presentation.

Dr. Malone announced that the new high school would open on September 2nd and thanked the taxpayers for their support. The project remains on time and on budget. She outlined her three themes/goals for the District: 1.) Retain and Attract New Students; 2.) Move ASRSD into the 21st Century; and 3.) Strengthen/Solidify the Partnership between Ayer, Shirley and the ASRSD.

P. Kelley stated that since regionalization in 2011 the ASRSD has been focused on creating a solid foundation to build the District upon. Hiring Dr. Malone has been a very positive move by the ASRSD.

Dr. Malone stated that a lot has been accomplished in four years: regionalization; build new high school/renovation; and the hiring of a new superintendent!

G. Luca stated that he wishes Dr. Malone luck and that he looks forward to working with her.

Dr. Malone invited the BOS to an August 27th Welcome Back event for teachers and staff at the ASRSD Middle school in Shirley. She also thanked C. Hillman for his efforts in coordinating the Middlesex County Sheriff's Inmates to do work at the Lura White School and they will also be doing cleaning and work at the schools over Christmas break, February break, and April vacation.

C. Hillman thanked Dr. Malone and said that she has an open invitation to appear before the BOS anytime.

Common Victualler's License for Subayer

The Town Administrator provided an overview of the Common Victualler's License for Subayer and stated that the application was in good order. The owners of Subayer were also present.

MOTION: A Motion was made by G. Luca and seconded by J. Livingston to approve the Common Victualler's License for Subayer. Motion Passed 3-0.

Ayer Package Store Inc. Request for Change Manager

Attorney Roy Pastor and Mr. David Berry appeared before the BOS. The Town Administrator stated that the Form 43 Application to the ABCC was in good order.

MOTION: A Motion was made by J. Livingston and seconded by G. Luca to approve the Form 43 Change of Manager Application for submission to the ABCC. Motion Passed 3-0.

MRPC Hazard Mitigation Plan Presentation

Mr. Sam Lawton of the MRPC appeared before the BOS to make a presentation on the Town of Ayer's Hazard Mitigation Plan. He passed out copies of the Plan to the BOS and made a power-point presentation. Ayer's Plan expired on July 2014. He asked the Town to review the Plan over the next two weeks and submit any changes to the MRPC. Upon receipt of the changes, MRPC will finalize the Plan and ask the BOS to sign a certificate approving the plan.

The Town Administrator stated that he would have the Chiefs and DPW Superintendent review the Plan and submit any changes to the MRPC.

DPW Superintendent's Report

Superintendent Wetzel appeared before the BOS regarding the following items.

1. **Change Order for PJ Albert in the amount of \$44,000.**

MOTION: A Motion was made by G. Luca and seconded by J. Livingston to approve the Change Order. Motion Passed 3-0.

2. Mountain Laurel Road Acceptance

MOTION: A Motion was made by G. Luca and seconded by J. Livingston to approve acceptance of the Deed and Easements as modified for Mt. Laurel Road. **Motion Passed 3-0.**

3. Pleasant Street and Taft Street Water Main Bid Award.

MOTION: A Motion was made by G. Luca and seconded by J. Livingston to approve the Bid Award for the Pleasant Street and Taft Street Water Main. **Motion Passed 3-0.**

4. Sandy Pond Traffic Proposal

Superintendent Wetzel discussed his findings and recommendations with respect to improving traffic control on Sandy Pond Road as previously requested by the BOS. He recommended the installation of two (2) solar powered radar speed signs on Sandy Pond Road. The signs cost \$4,000 each.

C. Hillman stated that he would like to see a third sign in the vicinity of the East Main Street Bridge.

J. Livingston stated that a flashing Stop Sign where Central Ave meets Columbia Street is needed as many vehicles fail to fully stop or have a rolling stop as they approach that intersection.

Superintendent Wetzel suggested that the signs be funded from the UDAG Recycled Funds.

MOTION: A Motion was made by G. Luca and seconded by J. Livingston to approve \$15,000 from the Town's UDAG Account (Recycled Funds) for the purchase of two (2) solar powered radar speed signs for Sandy Pond Road with a possible third for the vicinity of the East Main Street Bridge on the approach coming into Downtown. **Motion Passed 3-0.**

5. Private Way Snow Removal Policy and Unaccepted Roads Work Group

Superintendent Wetzel discussed the issues of private way snow removal with the BOS. He stated that there should be a yearly inspection of each private way with notification to the residents of needed repairs and the establishment of a minimum clearance on each private way. He would start the process this year and finalize next year.

J. Livingston asked why snow removal on private ways is an issue now. She is aware of the Old Groton Road issues but stated that the Town has been maintaining the other private ways in terms of snow removal for years.

Superintendent Wetzel stated that the Residents of Old Groton Road have made this into a larger issue and that this would be a good transition point into the next topic of the Unaccepted Roads Work Group Proposal.

Superintendent Wetzel presented his proposal for the BOS to approve an Unaccepted Roads Work Group charged with looking at the issues and costs of transitioning unaccepted roads into public roads. He presented his Proposal Memo to the BOS.

MOTION: A Motion was made by G. Luca and seconded by J. Livingston to approve the Unaccepted Roads Work Group as outlined in the Memo submitted by Superintendent Wetzel. Motion Passed 3-0.

Superintendent Wetzel provided an overview of the Shirley Road Bridge issue(s) to the BOS. He stated that in the second week of July 2014, a portion of the Shirley Road Bridge washed out. The abutment to the bridge is stable but there have been past problems with the bridge. The bridge is town owned. The corrugated metal underneath the bridge corroded and needs repair. The bridge is currently barricaded and there are signs up notifying the public. DPW will make a pedestrian path thru that area. The bridge being closed poses no public safety issues.

C. Hillman asked how long to repair the bridge.

Superintendent Wetzel stated that he will have a proposal for the 2015 Annual Town Meeting

Economic Development Director's Report

David Maher, Director of Economic Development appeared before the BOS regarding the following items:

1. **FY 2011 EDF Grant** (D. Maher presented a Memo to the BOS)

MOTION: A Motion was made by J. Livingston and seconded G. Luca to approve the FY 2011 CDBG Grant Extension and Budget for the purposes of re-opening the grant for funds in the amount of \$70,000 for signature by the BOS Chair. Motion Passed 3-0

2. **FY 2015 CDBG Public Input Process** (D. Maher presented a Memo to the BOS)

MOTION: A Motion was made by J. Livingston and seconded by G. Luca to authorize the Public Input Process for the FY 2015 CDBG Grant with public input session to occur on September 3rd, 9th, and 24th. Motion Passes 3-0.

3. **Proposal for the Expansion of Community Development Hours** (D. Maher presented a Memo to the BOS)

D. Maher proposed to the BOS that with the increase in work as well as grant funding related to the CDBG Program, he is requesting that the BOS increase the CDBG Program Manager's hours from sixteen (16) hours a week to twenty-four (24) hours a week. Of these 24 hours, sixteen will

be funded from the CDBG Grant and 8 hours will be funded from the Economic Development Department Budget.

G. Luca stated that he did not object to the proposal and that Ms. Hersey does a great job. He would like the proposal run by the Town Accountant; Impact Bargained with AFSCME 93 since it is a Union position and that it is clearly understood that funding of the position is subject to the availability of CDBG grant funds.

C. Hillman concurred with G. Luca and stated that this was in no way a reflection of Ms. Hersey's work for the Town.

Alicia Hersey, CDBG Program Manager addressed the BOS stating that she would not be taking the Town's Health Insurance and that any fringe benefits would be charged to the CDBG Grant Program Income and not the Town and finally that the AFSCME 93 Union had no objection.

The Town Administrator recommended that the BOS could approve the proposal subject to the satisfaction of three criteria: 1.) Successful Impact Bargaining with the Union; 2.) Analysis of any Budget Impact; and 3.) Increase in hours subject to the availability of CDBG Grant Funds.

MOTION: A Motion was made by J. Livingston and seconded by G. Luca to authorize and approve the increase in the CDBG Program Manager's Hours to 24 hours a week contingent on the successful impact bargaining with the Union; analysis of any budget impact; and subject to the availability of CDBG Grant Funds. Motion Passed 3-0.

Town Administrator's Report

The Town Administrator presented the following items for BOS consideration/approval.

1. **MGL Chapter 61 Recommendation from Town Counsel** (Memo and letter provided to BOS)

The Town Administrator advised that upon review of Town Counsel it appears that MGL Chapter 61 was not followed by the Developer with respect to the Riley Jane Farm and Nashua Street Extension Projects in that the lands are classified as Forestry and that the Developer did not issue proper notice to convert from Forestry land to developable land nor has the Town been given the right of first refusal under MGL Chapter 61.

MOTION: A Motion was made by G. Luca and seconded by J. Livingston to authorize Town Counsel to proceed in the manner outlined by Town Counsel in their letter dated August 14, 2014 to issue a demand to the Developer that the provisions of MGL Chapter 61 must be followed by law. Motion Passed 3-0.

Beth Sudeymyer (Resident) informed the BOS about the issue as to whether the proposed development project had a Forestry Plan filed with DCR as well as the concern that the Town only has 120 days to make a decision regarding the Right of First Refusal.

Mary Spinner (Resident) stated that she talked to the Town Assessor and that the Town is supposed to have a Public Hearing on the matter.

Ruth Maxant (Resident) stated that the Planning Board should rescind its approval of the Definitive Plan for Nashua Street Ext.

Christa Maxant (Resident) stated that the community is disappointed in the Planning Board and that the issues including the Chapter 61 procedures are not being properly addressed by the Planning Board or the Developer.

2. **Award of Contract for Town Hall Windows Replacement Project** (Memo provided to BOS)

MOTION: A Motion was made by J. Livingston and seconded by G. Luca to approve the award of contract to Renewal By Andersen for the Town Hall Windows Replacement Project in the amount of \$159,618.00. **Motion Passed 3-0.**

New Business

Planning Board (BOS Discussion)

J. Livingston stated that Town Meeting voted on May 12, 2014 to zero out the Planning and ZBA Budgets for FY 2015. The BOS cannot override Town Meeting simply because four people on the Planning Board want them to. This is a Democracy and the People voted. No one to this date has ever asked the BOS to call a Special Town Meeting. A citizen's petition for a Special Town Meeting requires 200 signatures and no petition has come forward in over three months. The BOS cannot and will not override Town Meeting.

C. Hillman stated that if you do not like the verdict (the vote of Town Meeting) you cannot ask for a new jury.

J. Livingston stated that when the Planning Board was supposed to meet in July only the Chairman was present. It is not the BOS's fault that the Planning Board did not have a quorum. The BOS does not let our Chair hang. On this issue of meeting postings, the Town Clerk posts all meeting notices and agendas. It is not difficult for someone to type up an agenda and have the Town Clerk post it.

Payment and Bills of the Town's MGL Chapter 32B 9 A ½ Health Insurance Bills (Selectman Luca)

G. Luca stated that the Treasurer refuses to do this in accordance with State Law.

J. Livingston stated that it is the law in Massachusetts and that just because the Treasurer "doesn't agree with the law" does not mean she does not have to follow it. She read the Oath of Office taken by all Ayer Elected Official into the records which includes the statement "to uphold all the laws of the Commonwealth of Massachusetts".

Town Audit Report and Management Letter (Selectman Luca)

G. Luca stated that it appears that many of the recommendations of the Town's Management Letter are the same recommendations and I would like this matter put on the Agenda of the next meeting and to have the Town Accountant, Town Treasurer, Tax Collector, and Mr. Giusti present. I have also heard recently of money in various draws of Town Hall because the Treasurer was away and also vendors waiting for payments due to the Accounts Payables Checks being delays by the Treasurer.

JBOS Update (Selectman Luca)

G. Luca stated that JBOS has put him on a subcommittee to look at the zoning issues in Shirley for a 55 and over housing project which may require a Super Town Meeting in the Spring of 2015.

Grant Writer (Selectman Hillman)

C. Hillman stated that he would like to revisit the issue of the Town looking into hiring a Grant writer. We are missing out on Economic Development Grants.

G. Luca stated we should get information from other communities.

Town Administrator stated that he would gather information on this for the BOS.

Approval of Meeting Minutes:

Jan. 8, 2013 Moved by J. Livingston, seconded by C. Hillman. Minutes approved 3-0.
Jan. 22, 2013 Moved by J. Livingston, seconded by G. Luca. Minutes approved 3-0.
Mar. 26, 2013 Moved by J. Livingston, seconded by C. Hillman. Minutes approved 3-0.
Apr. 23, 2013 Moved by J. Livingston, seconded by G. Luca. Minutes approved 3-0.
May 7, 2013 Moved by J. Livingston, seconded by G. Luca. Minutes approved 3-0.
May 21, 2013 Moved by J. Livingston, seconded by G. Luca. Minutes approved 3-0.
June 4, 2013 Moved by J. Livingston, seconded by G. Luca. Minutes approved 3-0.
Apr. 22, 2014 Moved by J. Livingston, seconded by G. Luca. Minutes approved 3-0.
July 15, 2014 Moved by J. Livingston, seconded by G. Luca. Minutes approved 3-0.

MOTION to adjourn made by G. Luca and seconded by C. Hillman. Motion Passed 3-0.

The Board of Selectmen adjourned at 10:10pm.

Recorded and submitted by R. Pontbriand, Town Administrator

Approved by the BOS on _____

Signed by _____, G. Luca, BOS Clerk

Town of Ayer
Board of Selectmen
Ayer Town Hall – Great Hall
Ayer, MA 01432
Tuesday, August 26, 2014 - 7:00pm



Meeting Minutes
Special Meeting of the Board of Selectmen

DRAFT

Attendance: *Present*

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

Not Present

Robert A. Pontbriand, Town Administrator

Call to Order: The meeting was called to order by Chairman Hillman at 7:04 pm.

Review and Approve Agenda:

MOTION: Motion made by G. Luca and seconded by J. Livingston to approve the agenda. **Motion passes 3-0.**

Ayer Curbside Solid Waste Collection Work Group Presentation to BOS: C. Hillman turned the meeting over to M. Wetzel, Superintendent of the Ayer DPW. M. Wetzel gave a presentation of the report that was submitted to the BOS on August 22, 2014. The presentation of the report included the following: goals and objections, summary of the workgroup activities; information on current operations, demographics, curbside collection in Massachusetts, curbside proposals, public input, benefits and disadvantages of curbside, costs and conclusions/recommendations.

G. Luca then made several inquiries relative to the tax levy supplementing the enterprise fund for the transfer station, reduction in tonnage from transfer station. MassDEP Recycling Coordinator Irene Congdon gave several explanations for the reduced tonnage including plastics being lighter in weight and the decline of the economy during the great recession.

C. Hillman inquired to I. Congdon as to whether she anticipated any major changes in solid waste/recycling requirements coming from the state. I. Congdon stated that she did not anticipate anything major and that Massachusetts was in the midst of the Solid Waste Master Plan, which ends in 2020.

MOTION: Motion made by G. Luca to table implementation of curbside pick-up. J. Livingston seconded motion for discussion purposes.

The Board then discussed wording of the motion to ensure accuracy of the intent of the motion.

G. Luca withdrew his motion.

MOTION: Motion made by J. Livingston and seconded by G. Luca, based on 2 public input meetings, 603 signatures on a petition received by the BOS and the recommendation of the curbside study working group, that the subject of town-wide curbside be tabled until such time a significant change in all requirements

dictate otherwise. **Motion passes 3-0.**

C. Hillman and J. Livingston then addressed the crowd about the discussion becoming too personal. Both C. Hillman and J. Livingston encouraged the crowd to ask questions directly to Selectmen, rather than making assumptions.

MOTION: Motion made by G. Luca and seconded by J. Livingston to adjourn. **Motion passes 3-0.**

Meeting adjourns at 7:58 pm.

Minutes Recorded and Submitted by Carly M. Antonellis, Assistant to the Town Administrator

BOS Approved Meeting Minutes on _____

Approved by BOS Clerk _____, Gary J. Luca, Clerk
