

RECEIVED
TOWN CLERK
TOWN OF AYER

2015 JAN 15 PM 2:43

Miriam Copeland

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



Tuesday, January 20, 2015
Open Session Meeting Agenda

- 7:00 PM Call to Order
Review and Approve Agenda; Announcements (Winter Parking Ban)
- National Great Kindness Challenge Week Proclamation
Page Hilltop School
- 7:05 PM* Public Input
- 7:10 PM Lisa Gabree, Town Accountant
1. Reserve Fund Transfer Request (Computer Support - \$2,550)
- 7:15 PM Public Hearing – CDBG Projects for Submission
1. Mr. David Maher, Office of Community and Economic Development
- 7:30 PM Superintendent Mark Wetzel, Department of Public Works
1. Habitat for Humanity – Request to waive Water & Sewer Fees
2. Industrial Pretreatment Program Contract
3. Stormwater Utility Committee Presentation
- 8:15 PM Town Meeting Warrant Guide and Article Submission System
1. Selectman Livingston
- 8:30 PM Town Administrator's Report
1. Administrative Update
2. ABCC Seasonal Population Estimate
3. Approval of Habitat for Humanity Land Transaction
4. Creation of Comprehensive Plan Committee
5. Creation of Tree Lighting Committee
6. Letter of Support for CDBG Grant
7. Planning Board Vacancy
8. Town Flag Discussion
- 9:00 PM New Business/Selectmen's Questions
1. Sandy Pond Road Summer Parking (Selectman Hillman)
- 9:05 PM Approval of Meeting Minutes
January 6, 2015
- 9:10 PM Adjournment

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

Certificate of Recognition

This certificate is awarded to

Page Hilltop School

COPY

Presented on this 20th day of January 2015

In valuable recognition of your participation in National Great Kindness Challenge Week!
With a mantra of "kindness matters", the challenge provides a platform for students, staff and families
to celebrate a week focused on creating a culture of kindness on school campuses nationwide.

Best Wishes from the Ayer Board of Selectmen

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RESERVE FUND TRANSFER REQUEST

Section I		(Completed by Elected Official or Department Head)	
This request for a transfer from the Reserve Fund is being made in accordance with M.G.L., Chapter 40, Section 6:			
1. Amount requested:		\$2,550.00	
2. To be transferred to:			
A. Account Name		Computer Support (MUNIS)	
B. Account #:		01136	
3. Present balance in budget		\$22,605.20	
COPY			
4. The amount requested will be used for (please attach supporting information): MUNIS on-site training for the Benefits & Payroll Manager and the Tax Collector's offices			
5. The expense is extraordinary or unforeseen for the following reason(s): Both employees are fairly new in office and need additional training in the Town's financial software system (MUNIS). Since the Collector was newly elected in the spring, funds for training were not included in the FY2015 budget. Likewise, it was unknown at the time the FY2015 budget was developed that the former employee who handled payroll and benefits would terminate employment.			
Date	1/15/2015	Elected Official or Department Head	<i>Lisa Galree</i>

Section II		Action by Board of Selectmen or Appointing Authority when Section I not completed by an Elected Official	
Transfer Approved:	YES	NO	
Amount Approved:	\$	_____	
COPY			
Date of Meeting:	_____	Number Present/Voting	_____
		_____	Chairman

Section III		Action by Finance Committee	
Transfer Approved:	YES	NO	
Amount Approved:	\$	_____	
COPY			
Date of Meeting:	_____	Number Present/Voting	_____
		_____	Chairman

FOR 2015 07

ACCOUNTS FOR:	ORIGINAL	TRANSFERS/	REVISED			AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJUSTMENTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED

01136 COMPUTER SUPPORT							

01136 51000 STIPEND	4,728	0	4,728	2,454.30	.00	2,273.70	51.9%
01136 53040 SOFTWARE MAINTENANCE	38,371	0	38,371	19,185.50	.00	19,185.50	50.0%
01136 53041 HARDWARE REPLACEMENTS	646	0	646	.00	.00	646.00	.0%
01136 54000 SUPPLIES	500	0	500	.00	.00	500.00	.0%
TOTAL COMPUTER SUPPORT	44,245	0	44,245	21,639.80	.00	22,605.20	48.9%
TOTAL GENERAL FUND	44,245	0	44,245	21,639.80	.00	22,605.20	48.9%
TOTAL EXPENSES	44,245	0	44,245	21,639.80	.00	22,605.20	

Date: Wed, 07 Jan 2015 12:09:06 -0500 [01/07/2015 12:09:06 PM EST]
From: acct@ayer.ma.us
To: rpontbriand@ayer.ma.us, fincom@ayer.ma.us
Cc: kjohnston@ayer.ma.us, scopeland@ayer.ma.us
Subject: Reserve fund transfer

Part(s): 2 Ayer PR HR Training Quote.pdf [application/pdf] 17 KB
 3 Ayer Tax Training Quote.pdf [application/pdf] 17 KB

1 unnamed [text/plain] 2.01 KB

Good morning Robert and FinCom members,
 As you may know, the Town will be upgrading to a newer version (10.5) of MUNIS as the old version (8.3) will no longer be supported. In addition, the Town has relatively new personnel in our tax collection and payroll/benefits positions. This was unanticipated at the time that the FY2015 budget was developed. As is normally the case, I believe it's in the Town's best interest that we provide training to the new hires. I thought it best to wait until we move to the new version. Therefore, I will be coming before the Selectmen and FinCom for a Reserve Fund Transfer totaling \$2,550 (see attached quotes).
 Thank you,
 Lisa

----- Forwarded message from [redacted]
 Date: Wed, 7 Jan 2015 16:58:50 +0000
 From: "Grosset, Karen" [redacted]
 Reply-To: "Grosset, Karen" [redacted]
 Subject: RE: quote for on-site training
 To: "acct@ayer.ma.us" <acct@ayer.ma.us>

Hi Lisa - I've attached two separate quotes - one for a day of Tax training and one for a day of PR/HR training. The Tax resource has some availability in February. I'm still waiting to hear about the PR/HR availability, but I'm guessing that can be in February as well once we've finished all the W2 training in January. Thank you - Karen

Karen Grosset
Account Representative
[redacted]

-----Original Message-----
 From: acct@ayer.ma.us [mailto:acct@ayer.ma.us]
 Sent: Wednesday, January 7, 2015 9:14 AM
 To: Grosset, Karen
 Cc: kjohnston@ayer.ma.us; scopeland@ayer.ma.us
 Subject: quote for on-site training

Hi Karen,
 As you may know, the Town of Ayer will be upgrading to version 10.5 before the end of the month. Could you please provide a quote for 2 days on-site training, specifically in the areas of taxes and human resources/payroll? Also, could you please let me know approximately when the training could be available?
 Thank you,
 Lisa Gabree
 Ayer Finance Manager/Town Accountant

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



Quoted By: Karen Grosset
 Date: 1/7/2015
 Quote Expiration: 7/6/2015
 Quote Name: Town of Ayer-ERP-PR/HR Training
 Quote Number: 2015-11034
 Quote Description:

Sales Quotation For

Town of Ayer
 Town Hall Main Street
 Ayer, Massachusetts 01432
 Phone (978) 772-8290

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Implementation Day	1	\$1,275.00	\$0.00	\$1,275.00
TOTAL:				\$1,275.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$1,275.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$1,275.00	\$0.00
Contract Total	\$1,275.00	



Quoted By: Karen Grosset
 Date: 1/7/2015
 Quote Expiration: 7/6/2015
 Quote Name: Town of Ayer-ERP-Tax Training
 Quote Number: 2015-11033
 Quote Description:

Sales Quotation For

Town of Ayer
 Town Hall Main Street
 Ayer, Massachusetts 01432
 Phone (978) 772-8290

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Implementation Day	1	\$1,275.00	\$0.00	\$1,275.00
TOTAL:				\$1,275.00

Summary	One Time Fees	Recurring Fees
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Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$1,275.00	\$0.00
Contract Total	\$1,275.00	

Town of Ayer

Office of Community & Economic Development

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



TO: Ayer Board of Selectmen and Town Administrator

FR: David Maher

RE: A Public Hearing for the Upcoming CDBG Grant

DT: January 15, 2015

Honorable Members:

In lieu of our upcoming CDBG grant submission, as part of our public outreach, I have requested through the Town Administrator the opportunity to hold a Public Hearing as part of your January 20th agenda.

Attached you will find the Notice of Public Hearing which has been advertised since January 2nd on our website and in your local paper on the concurrent Fridays prior to your meeting. It has also been posted in other areas as well.

Present for this hearing will be myself, Ms. Hersey and Michael Pingpank, who is our fulltime writer and consultant from Community Opportunities Group. As mentioned in the notice we will be:

- 1) Discussing and soliciting questions for our three projects: Pleasant Street infrastructure and streetscape upgrades, housing rehab and a community development social services needs assessment
- 2) Giving a brief update to the current work and status of our re-opened 2011 grant activities

All during our agenda time, soliciting input from the Board and the public. We look forward to this opportunity to continue the important work of Ayer's Department of Community Development.

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

David Maher
Director, Economic and Community Development
Town of Ayer

**TOWN OF AYER
NOTICE OF PUBLIC HEARING**

The Town of Ayer, through its Community Development Office and Board of Selectmen will hold a public hearing on Tuesday, January 20, 2015 at 7:15 p.m. The purpose of the hearing is to discuss the proposed Federal FY 2015 grant application to the Massachusetts Community Development Block Grant (CDBG) Program. Under the FY15 Community Development Fund-I grant proposal, the Town of Ayer intends to seek funding related to upgrades in the water, drainage, sewer, roadway, and sidewalk infrastructure on Pleasant Street, conduct a housing rehabilitation program, and undertake a community development needs assessment and action plan project. The grant application may include additional activities. The public hearing will also update the public on the progress of the Town's current (FY 2011) Massachusetts CDBG Program CDF grant. The public hearing will also discuss possible target areas for grant activities.

The hearing will be held at the Ayer Town Hall in the Selectmen's Meeting Room located at 1 Main Street, Ayer, MA 01432. Any person or organization so wishing will be afforded an opportunity to be heard. Suggestions for potential activities for future grant application, comments on the outcomes and the effectiveness of previous CDBG programs/projects awarded to the Town. Comments can be made at the public hearing or prior to the hearing by contacting the Ayer Community Development Office in writing or in person at 1 Main Street, Ayer, MA 01432 or by telephone at 978-772-8221. The Town encourages a broad spectrum of participation by residents and other interested parties in order to better understand and serve the needs of the community. The hearing location is accessible to persons with physical disabilities. If you require a translator, an accommodation for a hearing impairment or other accommodation, contact the Ayer Community Development Office no later than 1:00 p.m., Monday, January 19, 2015 by calling 978-772-8221.

The Town is an equal opportunity provider. To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Washington, DC 20250-9410.

David Maher
Director, Community and Economic Development
Town of Ayer

DEPARTMENT OF PUBLIC WORKS

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



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

MEMORANDUM

Date: January 15, 2015
To: Board of Selectmen
From: Mark Wetzel, P.E., Public Works Superintendent
Subject: **January 20 Meeting Agenda Items**

1. Request to waive water and sewer connection fees for Habitat for Humanity - Habitat for Humanity of North Central Massachusetts has requested a waiver of the water and sewer connection fees for the duplex under construction at 76 Central Ave. The fees are \$3,000 for each water connection and \$1,500 for each sewer connection. The proposed design shows 2 water connections and one sewer connection for a total of \$7,500. I recommend that the Board waive the water and sewer connection fees for this project.
2. Hoyle Tanner & Associates- Contract for IPP - HTA has been managing the Town's wastewater Industrial Pretreatment Program (IPP) since the beginning of the program in 1996. HTA is very knowledgeable of the system, requirements and regulatory reporting and do a very good job in managing the program. The Professional Services agreement executed by the Board dated January 21, 2014 has an option for two one year extensions. I recommend that the Board authorize the Option Year 2 for January 1, 2015 through December 31, 2015 at a fee of \$42,500. This cost is billed to the industrial users in the program.
3. Stormwater Utility - The Stormwater Committee has prepared a presentation on the Stormwater Utility activities and enterprise fund fee implementation.

Hoyle, Tanner & Associates, Inc.

150 Dow Street
Manchester, New Hampshire 03101
603-669-5555
603-669-4168 fax
www.hoyletanner.com

December 10, 2014

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

**Re: Professional Services Agreement – 2015
Option 2 -Administration of the Town's Industrial Pretreatment Program**

Dear Mr. Wetzel: *Mark*

This letter is to request that Hoyle, Tanner & Associates, Inc. be retained to continue providing professional services to administer the Industrial Pretreatment Program for the period January 1, 2015- December 30, 2015 as outlined in the agreement dated January 21, 2014 as Option Year 2 (attached for your reference). The Scope of Services will be the same as the base agreement and the fee is actual cost not to exceed using the Billing rates attached thereto.

If acceptable to the Board of Selectmen, please retain one (1) signed copy for your files, and return two (2) signed copies to Hoyle, Tanner for our files.

We thank you for this opportunity to continue to serve the Town of Ayer. Should you have any questions, please do not hesitate to contact this office.

Very truly yours,

HOYLE, TANNER & ASSOCIATES, INC.

Paula M. Boyle

Paula M. Boyle, Associate
Project Manager

Enclosure

cc: Michael Trainque, P.E. V.P.

DEPARTMENT OF PUBLIC WORKS

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



Water, Wastewater, Highway & Solid Waste Divisions

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

January 20, 2015

Ms. Paula Boyle
Hoyle, Tanner & Associates, Inc.
150 Dow Street
Manchester, MA 03101

COPY

RE: IPP Agreement for Professional Engineering Services

Dear Ms Boyle :

In accordance with the Agreement for Professional Engineering Services dated January 21, 2014 for administration of the wastewater Industrial Pretreatment Program, this letter authorizes **Option Year 2** for a fee not to exceed \$42,500.00.

Should you have any questions or comments, please do not hesitate to contact the DPW office.

Regards,

AYER BOARD OF SELECTMEN

COPY

Christopher Hillman,
Chairman

copy: Robert Pontbriand, Town Administrator
Mark Wetzel - DPW Superintendent



Stormwater Utility Implementation and Fee Development

Presentation to Board of Selectmen
January 20, 2015



Overview of Presentation

- Presentation will focus on Stormwater Utility status, budget, fee structure and recommended fees and implementation
- Formation of Stormwater Utility and Enterprise Fund was voted at ATM 2011
- Presentation will provide overview of the need for Stormwater Utility and funding but not repeat previous presentations and discussions



Stormwater Committee

- Mark Wetzel, P.E. - DPW Supt.
- Lee Curtis - Conservation Commission
- Don Smallwood - EPIC (Pepsi)
- Anita Soracco - Resident
- Jane Morris - Resident
- Dan Van Schalkwyk - Town Engineer



Stormwater Utility Status

- Ayer Stormwater Bylaws
 - Article 26: NPDES Phase 2 Stormwater Bylaw
 - Article 27: Illicit Discharge Stormwater Bylaw
 - Article 28: Stormwater Bylaw - Violations
- ATM May 2011 Approved Stormwater Utility / Enterprise Fund (Article 31)
- Stormwater Committee work
 - Evaluation of budgets, fees and revenue projections
 - Draft Regs, Rate Ordinance, Credit Manual
 - EPA MS4 Permit Report



Current Facts

- Drainage/stormwater system consists of drainage pipes, culverts, catch basins, open ditches, outfalls, retention ponds and modern treatment systems
- Town drainage infrastructure includes approx:
 - 900 catch basins
 - 100 outfalls
 - 25 culverts
 - 15 detention basins
 - Miles of pipe of various size, material and age/ condition
- Many outfalls discharge to Ayer's ponds and brooks



Why Charge for Stormwater?

- Public Infrastructure must be maintained to prevent localized flooding and water pollution
- Federal /State Regulations - Increased Regulations and specific requirements in Municipal Permit and Water Quality standards (TMDLS)
- O&M - Increased O&M requirements in permits
- Repairs - Increased need for repairs to maintain drainage and prevent flooding
- Inspection and Inventory - need to determine what Ayer has, current condition and needed improvements
- It's Green-Improving surface water and environmental quality through good stormwater management is community goal



Why Charge for Stormwater?

- IT'S BASIC: Storm drainage is a basic municipal utility service which, if neglected, adversely affects public and private property
- IT TAKES MONEY: Without a dedicated fund, stormwater system maintenance competes with everything else in the general fund for attention and priority
- IT TAKES PEOPLE: In some communities, dedicated STAFF are necessary to ensure that stormwater system maintenance is not competing with roads, sidewalks, sewers, etc. for staff time as well.
- IT'S GREEN: In some communities, improving surface water and environmental quality through good stormwater management is a community goal



Regulatory Issues

- Ayer is classified as a Municipal Separate Storm Sewer System (MS4)
- Requires a discharge permit from EPA
- New permit (Phase 2) will be required in the near future
- New permit will require:
 - Mapping of system
 - Inventory of storm drain system
 - Water quality monitoring at outfalls
 - Monitoring and elimination of illegal discharges
 - Treatment to reduce pollutants from entering water bodies (to maximum extent possible)



Current Stormwater Work

- Cleaning catch basins/pipes
- Repairing catch basins
- Replacing drain pipes
- Street sweeping
- Victor Dr culvert replacement
- Mapping drainage system
- Inventory /condition assessment of drainage system, culverts and outfalls
- Cleaning of retention basins
- Funding Pond Study
- Beaver related maintenance
- Outfall repairs and maintenance



Operating and Capital Budgets

- Operating Budget
 - FY15 \$81,000
 - Proposed FY16 \$150,000
 - FY16 includes capital P&I
- Capital Budget



Item Requested	FY16	FY17	FY18	FY19	FY20
1 Utility Budget - Drainage Program	\$81,000				
2 Street Sweeper		\$20,000			
3 Storm Drain Utilities	\$58,000	\$30,000	\$50,000	\$50,000	\$50,000
4 Stormwater Management	\$50,000		\$50,000		
5 Capital Repairs	\$75,000		\$75,000		\$75,000
6 Sewer Force Mains Program		\$10,000			
Yearly Totals	\$250,000	\$150,000	\$175,000	\$50,000	\$125,000



Funding Options

- General fund / municipal budget (currently funding method)
- Federal and state grants
- Bonding for capital projects
- Enterprise Fund with user fees
 - MGL Ch 83 Section 16 allows municipalities to set up a stormwater management utility and to charge utility fees for managing stormwater



Stormwater Fees

- Provide a stable, dedicated and adequate funding source for stormwater programs
- More equitable system for raising revenue - fee is based on actual runoff impact, rather than property value
- Tax-exempt entities that contribute stormwater are charged like other properties
- Has potential to encourage stormwater management through credits provisions



Stormwater Fee Requirements

- › Stormwater fee must be based on legally defensible formula
- › Fee must reflect amount of demand for service that ratepayer creates
- › Stormwater management "demand" based on amount of stormwater runoff generated by parcel (amount of impervious surface area)
- › Town can offer fee credits



Fee Options

- › Per-unit charge for the impervious surface charged based on type, size, or amount of Impervious surface
- › Flat fee per parcel based on type of land use
- › Tiered ERUs based on ranges of Impervious areas - more complicated to implement, allows for minor errors in impervious calculations



Recommendation - Fee Structure

- › Recommend a "per unit" fee structure
- › Unit charge is based on the amount of Impervious surface typical single-family residential parcel- Equivalent Residential Unit (ERU).
- › Based on GIS analysis, ERU is calculated to be 2,500 SF of impervious area

Classification	Number of Properties	ERUs
Multi Family / Non-Residential	366	5739
Single Family	1456	1456
	1822	7195



Credits

- ▶ Recommend credit policy for a maximum 50% credit
- ▶ Credits
 - ▶ Manage water quality - 25% maximum
 - ▶ Manage volume runoff - 15% maximum
 - ▶ Manage peak flow - 10% maximum
- ▶ Credit manual details credit calculation, application process, administration and appeals



Fee Analysis

Scenario 1 - No Credits

Classification	Number of Properties	ERUs	Per-Unit Method per ERU				
			\$ 2.00	\$ 2.50	\$ 3.00	\$ 3.50	\$ 4.00
Single Family	800	870	\$ 1,740.00	\$ 2,175.00	\$ 2,610.00	\$ 2,835.00	\$ 3,480.00
Multi-Family	145	145	\$ 290.00	\$ 362.50	\$ 435.00	\$ 487.50	\$ 595.00
Total	945	1,015	\$ 2,030.00	\$ 2,537.50	\$ 3,045.00	\$ 3,322.50	\$ 4,075.00

Scenario 2 - 50% Credit to 25% of Properties Total

Classification	Number of Properties	ERUs	Per-Unit Method per ERU				
			\$ 2.00	\$ 2.50	\$ 3.00	\$ 3.50	\$ 4.00
Single Family	551	602	\$ 1,104.00	\$ 1,507.50	\$ 1,806.00	\$ 2,117.50	\$ 2,408.00
Multi-Family	145	145	\$ 290.00	\$ 362.50	\$ 435.00	\$ 487.50	\$ 595.00
Total	696	747	\$ 1,394.00	\$ 1,870.00	\$ 2,241.00	\$ 2,605.00	\$ 3,003.00

Scenario 3 - 50% Credit to 50% of Properties Total

Classification	Number of Properties	ERUs	Per-Unit Method per ERU				
			\$ 2.00	\$ 2.50	\$ 3.00	\$ 3.50	\$ 4.00
Single Family	400	440	\$ 880.00	\$ 1,100.00	\$ 1,320.00	\$ 1,540.00	\$ 1,760.00
Multi-Family	145	145	\$ 290.00	\$ 362.50	\$ 435.00	\$ 487.50	\$ 595.00
Total	545	585	\$ 1,170.00	\$ 1,462.50	\$ 1,755.00	\$ 2,027.50	\$ 2,355.00

Recommendations

- ▶ Fees based on the Per-Unit method- most fair and measurable
- ▶ ERU = 2500 SF Impervious area
- ▶ All single family properties to be measured as one ERU
- ▶ Recommended fee of \$3.00 per month per ERU (\$36 per year for single family homes)
- ▶ Implement Credit Policy of up to 50% of fee
- ▶ Bill quarterly with water & sewer bill



Board of Selectmen

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



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

Town Administrator
(978) 772-8210

MEMORANDUM

DATE: January 14, 2015

TO: Ayer Board of Selectmen
Cc: Town Administrator

FROM: Selectman Jannice L. Livingston, Vice-Chair

SUBJECT: Proposed Town Meeting Guide and Warrant Article Submission System

Dear Selectmen,

The purpose of the proposed update to the Town Meeting Warrant; the Town Meeting Guide; and the Warrant Article Submission is to create a more efficient meeting with relevant information that is frequently asked by Voters/Residents.

The Town Meeting Guide provides a one stop shop for Ayer Residents to better understand the purpose of Town Meeting and helpful hints as to how to inquiry/approve/understand how Town Meeting is conducted. This can be placed on the Town Website for all to be able to access as they desire. Additionally, the intent is to create a formalized system for warrant article submission which will enable the Board of Selectmen to track, record, schedule, and follow up on warrant articles.

The Town Meeting Article Submission form answers the WHO/WHAT/WHEN/WHERE questions that are frequently asked at Town Meeting.

- WHO is submitting the article (Board/Committee?)
- WHEN did the submitting Board/Committee discuss/vote on the proposed article.
- WHAT was the vote of the submitting Board/Committee (ex: Unanimous, 3-2 etc., this is IAW the open meeting law)
- WHAT is the purpose of the article (transfer funds; create a position/department etc.)
- WHEN is the timeline for proposed article, if passed, to go into effect? (Ex: Placed on Spring Town Meeting 2015, implementation of article is for March 2016)
- WHEN is article justified to go to Town Meeting (Ex: Submitted for Spring Town Meeting 2015, but not necessary until CY2016)

The new format also provides the Board of Selectmen who approve the articles/warrant the necessary information to make an informed decision. (Ex: Article submitted for Spring Town Meeting 2015, implementation of article will be in CY2016, article COULD be tabled until Fall Town Meeting 2015.)

This also creates an “Action Item” tracking system. If an article is placed on the warrant with a timeline of implementation say in 6 months from passage, this gives not only the Residents of Ayer more information, but also provides the BOS the necessary information for potential follow-up (on a “as need” basis). If 12 months have gone by (it is within reason that for some articles, implementation could be pushed. 12 months is used as an example only), then the article can be re-looked at for potential “relevancy”. Since most articles ask for funds (transfers from Enterprise funds, Grants, Free Cash etc.), then by keeping a better eye on things these funds could POTENTIALLY be returned and used for other projects. (With Grants, it would be simply keeping an eye on things to ensure Grant is not lost.) This could also be a potential savings to the town.

This “Action Item” tracking system is also helpful to Department Heads/Boards etc., and could eliminate potential “slip through” of articles that residents end up reminding us about. In the past there have been articles “approved” at Town Meeting in 2005 that still today are not complete.

When articles are submitted the submission forms will be placed in a binder and be at the ready at Town Meeting to be able to better answer questions from Voters/Residents. (Ex: Mr. Moderator, I request to know when Article 15 was discussed/voted on for submission by Board/Committee. Mr. Smith, Article 15 was discussed/voted on by Board/Committee on “date applicable”). This binder could also be helpful when there is no representative from said Board/Committee and the BOS/TA are then able to “reasonably” answer questions, which unfortunately has happened before.

It is also desirable that all articles for the warrant be written in a more “common English” that is readily understandable and easier to read.

The updated Town Meeting Warrant which is mailed to residents, will also add the following information.

- WHO recommends/sponsors, date voted on, vote results.
- WHAT funding source is being used?
- WHEN is the timeline for implementation?
- WHAT is the brief explanatory note for article?

The Warrant is also placed on the Town Website (footnote on Town Warrant states this), the actual submission forms could also be linked for residents to be able to get needed information prior to the Town Meeting. (When looking at the warrant resident decides they want more information for Article 20. They then look at the submission forms, which informs them as to when the discussion/vote was taken for this article. The resident now can see at a glance what meeting video/meeting minutes to review.)

The above updates being recommended for implementation are to improve the efficiency of Town Meeting, provide the information at one glance to the resident, and potentially in the long term save time and money. (Ex: 50 articles are placed on Spring Town Meeting Warrant, 15 articles really could be submitted for Fall Town Meeting. Since running Town Meeting costs

money, it is more efficient and cost savings to utilize Town Meetings more efficiently.) FYI – The goal is not to “Shorten” Town Meeting – the time it takes to go through Town Meeting is driven by the voters/residents.

The goal is to run a better meeting. I would respectfully recommend that the Board of Selectmen approve the Town Meeting Warrant Guide; the updated Warrant; and the Warrant Article Submission Form/System. Thank you for your time and consideration.

Thank you.

Town of Ayer



Citizen's Guide to Town Meetings

An Important Message for all Massachusetts Town Residents

The purest form of democratic governing is practiced in a Town Meeting. In use for over 300 years and still today, it has proven to be a valuable means for many Massachusetts taxpayers to voice their opinions and directly effect change in their communities. Here in this ancient American assembly, you can make your voice heard as you and your neighbors decide the course of the government closest to you. This booklet outlines the forms and procedures used in Massachusetts Town Meetings. As the Commonwealth's information officer, I urge you to read it and make use of it as you engage in the debates and votes that give shape to your Town Government.

William Francis Galvin
Secretary of the Commonwealth

DRAFT

Introduction

Each town has a different way of running its Town Meeting, depending on its bylaws or charter. Sometimes the customs and traditions are written down; sometimes they are not. This guide is a general outline of the Town Meeting Basics, some of the procedures may be used in one town and not another. This guide is not intended to be an all inclusive text, but a broad overview designed to encourage you to find out more and attend your own Town Meeting. If you have any questions regarding the specific procedures employed by your town, please contact your Town Clerk or Town Meeting Moderator.

Questions and Answers about Town Meetings Town Meeting Basics

What is a Town Meeting?

A Town Meeting is both an event and an entity. As an event, it is a gathering of a town's eligible voters, and is referred to as "the Town Meeting." As an entity, it is the legislative body for towns in Massachusetts, and is referred to simply as "Town Meeting." So you may say, "I went to the Town

Meeting. Town Meeting approved the budget."

Do cities have Town Meetings?

No. A city's legislative body is called a city council or a board of aldermen. Citizens do not govern a city directly.

What's the difference between cities and towns? Size?

Municipalities decide whether to have a city or town form of government. Size is one factor in the decision. Towns with less than 12,000 inhabitants cannot adopt a city form of government.

Do all towns have Town Meetings?

Most but not all towns have Town Meetings. A few towns are governed by town councils. In sum, no cities have Town Meetings and most towns do have Town Meetings.

What does Town Meeting decide?

Town Meeting decides three major things:

It sets the salaries for the elected officials.

It votes to appropriate money to run the town.

It votes on the town's local statutes, which are called by-laws.

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Open Town Meetings and Representative Town Meetings

What's an open Town Meeting?

An open Town Meeting means that all of the town's voters may vote on all matters. The Town of Ayer has an Open Town Meeting.

What is a moderator?

Generally, a moderator's job is to run the Town Meeting. Specifically, the moderator declares the outcome of all voice votes. Some towns have detailed by-laws governing Town Meeting procedure. Other towns leave a lot of discretion to the moderator.

Moderators are usually elected at the Town Election at which voters go to their regular polling places. The term of office is one or three years. When the elected moderator is absent, a temporary

moderator may be elected at the Town Meeting.

What's a selectman or selectwoman?

Selectmen are a town's executive officers. Voters elect them to the Board of Selectmen, which usually has three or five members. Selectmen are authorized to call a Town Meeting provided that they have posted a warrant. In small towns, the Board of Selectmen runs the town and supervises town workers. In larger towns, the Board of Selectmen picks and supervises a person, who, in turn, runs the town and supervises town workers. Depending on the town, that person has various authority, duties, and title. That person is known as the town manager, town administrator, executive secretary, or administrative secretary.

What does the town clerk do?

At the Town Meeting, the clerk records all votes and takes minutes. Town clerks are elected or appointed. In the event of all of the selectman/selectwomen resigning, the town clerk is authorized to call a town meeting.

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What is a town counsel?

The town counsel is a lawyer who either works for the town as an employee, or is a private lawyer who counts the town among his or her clients. The Town Administrator in consultation with town counsel often prepares the warrant (the Town Meeting's agenda). During the Town Meeting, the town counsel answers legal questions that come up. He or she is appointed by the selectmen.

What's a select committee?

A select committee is assigned to investigate and report back to the Town Meeting on a certain subject, or to undertake a certain substantive task. The moderator frequently appoints its chairperson and members. Select committees are also called special committees.

What's a standing committee?

A standing committee is a permanent committee. A town might have standing committees for the following areas: public works, planning and zoning, recreation, and personnel. The most important standing committee is the finance committee.

What does the finance committee do?

The finance committee prepares the budget in the months before the annual Town Meeting starts. It

also prepares financial articles (which are agenda items). Its recommendations are advisory. In some towns, the committee is known as the warrant committee or the advisory committee.

Depending on a town's by-laws, members of the finance committee are appointed by the selectmen or moderator, or elected by voters or the Town Meeting. In many towns, the finance committee's report is distributed to all residences.

Annual and Special Town Meetings

What's the difference between annual and special meetings?

Each town must hold an annual Town Meeting. Additional Town Meetings are called special meetings. They may be called as many times during the year as necessary.

When are Town Meetings?

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Currently, the Ayer Annual Town Meeting (ATM) is held on the first Monday in May after the Town Elections. The Special Fall Town Meeting (STM) is currently held on the fourth Monday of October. Additional Special Town Meetings may be called throughout the year.

How do I find out when the annual meeting will take place?

Watch your local newspaper. Signs are posted around town. Currently every household in Ayer is mailed a Town Meeting Warrant at least ten days in advance of the said meeting. Check the Town's Website at www.ayer.ma.gov website. And you may always call Town Hall, ask for the Clerk's office, and ask when the annual meeting will take place.

How do I find out about special meetings?

Special meetings, by their very nature, are not held at the same time every year. Watch your local newspaper and watch for signs posted around town. Currently every household in Ayer is mailed a Town Meeting Warrant at least fourteen days in advance of the said meeting. Check the Town's Website at www.ayer.ma.gov website. And you may always call Town Hall, ask for the Clerk's office, and ask when the annual meeting will take place.

Who calls special Town Meetings?

Generally, the Ayer Board of Selectmen call Special Town Meetings.

May voters call a special Town Meeting?

Yes, voters may call a special Town Meeting. Two hundred registered voters or 20% of the total number of registered voters, whichever is less in number, may request a special Town Meeting. The special Town Meeting must be held no later than 45 days after the Board of Selectmen receive the request.

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What's the procedure for voters calling a special Town Meeting?

The requisite number of voters must sign a written request for a special Town Meeting. The format of the written request is flexible. Voters should include their addresses after their signatures.

Voters deliver the written request to the Board of Selectmen. The Board of Selectmen must then call a special meeting within 45 days.

May a special Town Meeting be called for more than one reason?

Yes, a special Town Meeting may be called for more than one reason. For example, a special Town Meeting could be called to consider amending the zoning code and buying a new fire truck.

The Warrant

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What is a warrant?

The warrant lists a meeting's time, place, and agenda. A warrant is also known as a warning. A Town Meeting's action is not valid unless the subject was listed on the warrant.

When is the warrant available?

A warrant is available at least 10 days before an annual meeting, and at least 14 days before a special meeting.

How do I see the warrant?

Warrants are posted in public places (i.e. Town Hall, Ayer Post Office, etc.); mailed to every residence; posted on the Town's Website at www.ayer.ma.gov or a combination of all three.

Who makes up the warrant?

The selectmen, who "issue" it.

What are articles?

Articles are items on the warrant. Appropriations for each town function or department may be in separate articles. Or one article on the warrant may propose appropriations for all necessary town expenses.

May voters place articles on the warrant?

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Yes, voters may "insert" articles in the warrant. They have to do it before selectmen "close" the warrant.

To insert an article in the warrant for an annual Town Meeting, at least 10 registered voters of the town must sign a written request. The Town Clerk has a Citizen's Petition Form available on the Town's website or from the Town Clerk's Office. The written request of registered voters for the insertion of subjects in town meeting warrants shall not be valid unless the required number of registered voters not only sign their names but also state their residence, with street and number, if any. Voters do not have to include their addresses after their signatures, but it is a good idea.

If you want a sample of an article to use to draft your article, go to town hall and ask for a copy of the annual report, or check the Town's Website for the annual report. The annual report will have warrants from the previous year's Town Meeting, which you can use as samples. For further assistance, contact the Town Clerk and/or the Town Administrator.

Citizens may insert an article in the warrant for a special Town Meeting. Selectmen shall insert in the warrant for every special town meeting all subjects which shall be requested by 100 registered voters or 10% of the total number of voters, whichever is lesser.

What is the quorum for a Town Meeting?

In an open Town Meeting, the minimum number of voters who may conduct business is established by the individual town's by-laws. For the Town of Ayer the quorum for Open Town Meeting is fifty (50) registered voters in attendance.

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Who may attend?

Any member of the public may attend a Town Meeting. Registered Voters attending Town Meeting must sign in upon entrance to the Town Meeting and will be given a voting card. Non-voter's may attend but are required to sit in the non-voting section of Town

Meeting. This is to facilitate the process and counting of votes.

Who may speak?

All of a town's registered voters may speak in an Open Town Meeting. Non-voters who are employees of the Town may speak at the discretion of the Town Moderator. Non-voters who are not employees of the Town may only speak by unanimous consent of the Open Town Meeting.

Who may vote?

In an open Town Meeting, the town's voters may vote.

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Is the warrant the agenda?

Yes, the warrant generally states the things to be voted on, but the moderator may interpret the articles liberally.

Usually, the Town Meeting considers the warrant's articles in order. However, the moderator or Town Meeting itself may change the order.

How do I know which article the Town Meeting is considering?

The moderator summarizes each article or reads it entirely before starting debate.

What is the quorum for a Town Meeting?

In an open Town Meeting, the minimum number of voters who may conduct business is established by the individual town's by-laws. The quorum in some towns is zero; if only a single citizen appears, the Town Meeting may start and conduct business. The quorum for the Annual Town Meeting and all Special Town Meetings in Ayer is fifty (50) registered voters present.

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Any member of the public may attend a Town Meeting.

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How is the budget considered?

The selectmen and/or finance committee must print and distribute information regarding appropriations at or before the annual Town Meeting. Different towns handle the budget article (referred to as the Omnibus Budget) differently. Towns have two general ways:

First The moderator reads a budget item; calls for a recommendation from the selectmen and/or finance committee on that item; calls for debate on that item; and calls for a vote on that item. Then the moderator does the same with the next budget item.

Second: The moderator reads each budget item, but doesn't stop for debate. If a voter wants to debate an item, he or she calls out, "PASS" or a similar word, depending on the Town Meeting. The moderator will "lay aside" that item, and get back to it later. After reading all budget items, the moderator calls for a vote on all items that were not laid aside. Then the moderator takes up budget items that were laid aside. The moderator calls for debate, possible amendments, and a vote on each item.

Participating in Town Meetings

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How do I vote?

Voters in open Town Meeting vote by various methods.

Voice vote. Many Town Meeting votes are by voice. The moderator asks that all in favor (everyone voting "yes") say, "Yea" (which is pronounced "yay"). Then the moderator asks that all opposed (everyone voting "no") say, "Nay." The moderator listens and decides which side prevailed. Voters who are unfamiliar with the difference between "yea" and "nay" may find this reminder useful: "Yea" and "yes" both start with "y." "Nay" and "no" both start with "n."

Show of hands. The moderator asks that all in favor raise their hands. Then the moderator asks that all opposed raise their hands. The moderator looks at the number of hands in general and decides which side prevailed. Or hands are counted.

Roll call. Voters are called by name and answer "Yea" or "Nay."

Standing vote or rising vote. All in favor are asked to stand or rise. They are counted. Next, all voters who are opposed are asked to stand. They are counted. This form of vote is also known as dividing the meeting.

Secret ballots. When voters vote by secret ballot is determined by a town's by-laws. In some towns, the moderator can call for a secret ballot. In some towns, if a certain number of voters request it, a vote will be by secret ballot. In other towns, a vote will be by secret ballot if 25 % percent of the voters present and voting ask for it.

Are there votes that cannot be taken by voice?

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Yes, there are votes that cannot be taken by voice. Suppose that a town's by-laws require that 2/3 of the voters, not a simple majority, vote to approve the budget for it to pass. Unless the voice vote is unanimous in favor of the budget, the moderator will find it hard to determine if more than 2/3 of the voters said "yea." A vote requiring a super-majority (more than a simple majority) is usually decided by a vote other than voice vote.

What if I think that the moderator did not decide correctly a voice vote or an informal show of hands?

Stand immediately and say "I question the vote." If at least six other voters stand with you, the moderator must count votes more formally. The moderator must then verify the vote by polling the voters or by dividing the meeting or by the method provided for by the municipal by-laws.

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How do I speak in debate?

If you wish to speak, stand up and wait for the moderator to acknowledge you. When the moderator acknowledges you, proceed to the microphone and state your name and your address.

Speak about the topic being discussed. Don't speak about a previous topic (unless there is a motion to rescind or reconsider).

Make your comments to the moderator, not to the Town Meeting or individual Town Meeting Members.

For example, do not say, "I have something to say to the Town Meeting," or "Mr. Smith, you said something as a Town Meeting Member that I want to respond to." Instead, say something like, "Mr. Moderator, these are my thoughts on this article."

You may attack a previous speaker's argument, but do not attack a previous speaker. For example, do not say, "The previous speaker is dead wrong." Instead, say something like, "I disagree with the argument we just heard."

Try to avoid referring to previous speakers by name. For example, try not to say, "I agree with Mr. Jones' argument." Instead, say something like, "I agree with the argument that we can afford this budget item."

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Since you make your comments to the moderator, you may not directly debate or ask questions of a previous speaker. For example, do not say, "Mr. Johnson, you say that we should make another exception to the zoning law. I'm asking you: When do we draw the line and stop making exceptions?"

Instead, say something like, "Mr. Moderator, we have heard the argument that we should make just one more exception to the zoning law. But I say it's time to stop making exceptions."

Procedure and Motions

Do I need to know "parliamentary procedure to attend a Town Meeting?"

No, you do not need to know "parliamentary" procedure to attend a Town Meeting. The moderator will take care of it.

Are Town Meetings run according to Roberts' Rules of Order?

Some are; some are not. The Town of Ayer uses Demeter's Rules (similar to Robert's Rules Order). Please consult your town clerk.

Does the majority always rule?

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No, the majority does not always rule. Sometimes a super-majority (more than a simple majority) is needed for votes on some specific issues. For example, authorizing selectmen to purchase or take land by eminent domain requires a 2/3 vote.

Are a town's by-laws the final word on how the Town Meeting runs?

No, by-laws may be suspended in some circumstances. A town's by-laws themselves explain how to suspend them. It might require a 2/3 vote or a unanimous vote to suspend a provision in the bylaws. Please consult the Town Clerk.

Are the moderator's rulings final?

In some areas, yes, the moderator's rulings are final. In other areas, it is unclear whether a moderator's ruling can be appealed. It depends on the practice of the moderator and Town Meeting. In Town Meetings where a moderator's rulings are appealed, here is the usual procedure.

A voter or Town Meeting Member makes a point of order. The moderator rules on the point of order. A voter or Town Meeting Member then says, "I appeal from the ruling of the moderator / chair." Someone else seconds the appeal. The moderator then announces a vote on the question, "Should the decision of the moderator be reversed?"

What do the following terms mean?

The term...	means...
dismiss an article	to defeat it
postpone an article indefinitely	to defeat it
take no action on an article	to defeat it
lay the question on the table	to kill or postpone (depending on the town) a measure
table the question	to kill or postpone (depending on the town) a measure
move the previous question	to cut off debate and vote on the issue at hand

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What does a motion to take from the table mean?

Tabling a motion or laying a question on the table generally means to kill it, but it does not mean to kill it finally. To take an issue from the table means to consider an issue that the Town Meeting previously tabled.

If I'm not familiar with making motions, how do I make one?

Rather than make a motion that may require the moderator to untangle and decode it, stand up and ask the moderator from the floor how to make a motion to achieve what you want to do.

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How do I call for a vote?

Move the previous question, which means to call for a vote. Under the by-laws of many towns, you must make certain motions, such as those involving money, in writing.

What's the difference between reconsideration and rescission?

A vote to reconsider a previous vote temporarily postpones final action on that vote. A vote to rescind a previous vote cancels it.

What's the difference among adjourning, recessing, and dissolving?

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Dissolving the Town Meeting means that it is over until the next Town Meeting, which must be called by a new warrant. If the Town Meeting has not dissolved, but is taking a break, and will resume on the same day, it has recessed.

"Adjourning" is an imprecise word. It is sometimes used to mean "dissolving"; sometimes "recessing"; and sometimes that one day of the Town Meeting has ended, and that the Town Meeting will resume on a later day.

What does it mean to adjourn without day?

Adjourning without day means that the Town Meeting has dissolved. Adjourning without day is also called adjourning *sine day* (pronounced "si-nee day" or "si-nee die"). In other words, the Town Meeting has adjourned without setting another day to reconvene. A new warrant is needed to reconvene.

Where do I find the statutes governing Town Meetings?

Massachusetts General Laws, chapters 39 and 43A. Parts of other chapters apply to Town Meetings, but chapters 39 and 43A are the major ones. Check with your town clerk if your Town Meeting is governed by special act or town charter.

Where do I get my town's by-laws?

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Call your town hall and ask the clerk's office. When you ask for the by-laws, also ask if the Massachusetts Legislature has passed any law that applies specifically to your town or if your town has accepted any specific Massachusetts General Laws.

Where do I get my town's charter?

The Town of Ayer does not have Charter but instead a document called the Articles of Incorporation. Ask the clerk's office or check your town's website.

Can I see a video of a previous Town Meeting?

Yes. Contact the Ayer Board of Selectmen's Office for assistance.

Should I check my town's website?

Yes. Your town's website at www.ayer.ma.gov will contain the warrant, minutes of past meetings, notices of special meetings, and a primer, such as this one.

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Town of Ayer



Warrant Article Submission Form

Warrant Article Text:

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Purpose of the Article:

Funding Source:

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Reason(s)/Justification for Article's Placement on Warrant:

Anticipated Timeline for Implementation of Article:

Scheduling of Article:

Annual Town Meeting

Special Town Meeting

Date Received:

Reviewed by Town Administrator:

DRAFT

Reviewed by Town Counsel:

Approved by Ayer Board of Selectmen:

Board of Selectmen

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



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

Town Administrator
(978) 772-8210

MEMORANDUM

DATE: January 15, 2015

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: Town Administrator's Report for January 20, 2015 Board of Selectmen Meeting

Dear Honorable Selectmen:

I offer the following briefing memo outlining the items under my report for your January 20, 2015 meeting. If you have any questions, please do not hesitate to contact me directly. Thank You.

Town Administrator's Report

1. **Administrative Update:** I will offer a brief oral update on various Administrative matters including the FY 2016 Budget Process.
2. **ABCC Seasonal Population Estimate:** The ABCC requires that the Ayer Board of Selectmen approve and certify the seasonal population estimate for the Town of Ayer (See Attached Form).
3. **Approval of Habitat for Humanity Land Transaction:** Attached are all of the documents drafted and reviewed by Town Counsel which requires BOS approval and signature to transfer the parcel of land at 76 Central Avenue from the Town of Ayer to Habitat for Humanity (See Attached Forms).
4. **Creation of a Comprehensive Plan Committee:** Last updated in 2005, the Town's Comprehensive Plan is in need of a ten-year update. At this time I am recommending that the Ayer Board of Selectmen authorize the creation of a Town of Ayer Comprehensive Plan Committee. I am recommending that the Comprehensive Plan Committee consist of a total of thirteen (13) committee members with seven (7) of those members being citizens-at-large representatives appointed by the Board of Selectmen. The remaining six (6) members as follows: Board of Selectmen (1); Planning Board (1); Historical Commission (1); Zoning Board of Appeals (1); Parks Commission (1); and ASRSD School Committee Ayer Rep. (1). The Committee will be charged with leading the process of updating the Town's Comprehensive Plan. I have also instructed Mr. Maher to put \$10,000 in his department's FY 2016 budget request for the purposes of hiring a consultant to work with the Committee.

The Committee will also receive staff support from all relevant Town Departments and the Committee may choose to form additional focus groups.

Proposed Comprehensive Plan Committee Composition:

- (7) Citizens At Large (Appointed by the BOS)
- (1) Selectman
- (1) Planning Board Member
- (1) Historical Commission Member
- (1) Zoning Board of Appeals Member
- (1) Parks Commissioner
- (1) ASRSD School Committee Member (Ayer Representative)

Total Composition: 13 Members

5. **Creation of Tree Lighting Committee:** With the holiday season only eleven months away it is not too early to begin preparations for the holiday lights throughout Town and the Rotary which was discussed at length previously by the BOS. As discussed, it is recommended that the BOS appoint a Town Holiday Lighting Committee consisting of seven (7) members (or more) charged with the planning; programming; fundraising; and implementation of the Town's 2015 Holiday Lights. Additionally, as was discussed by the BOS, that there be a Warrant Article on the Spring Town Meeting Warrant providing some funding for this effort.
6. **Letter of Support for the Town's CDBG Grant Application:** It is respectfully requested that the BOS vote to authorize and sign the attached letter of support for the Town's CDBG Grant Application as provided by Mr. Maher (See Attached).
7. **Planning Board Vacancy:** As the BOS is aware, a Member of the Planning Board has recently resigned. As a result, in accordance with the procedure for filling a vacancy, the Planning Board has officially requested that the BOS declare a Joint Meeting of the Ayer Board of Selectmen and Ayer Planning Board to fill the vacancy by joint appointment. Upon BOS approval, the Town will advertise the vacancy and any resident of Ayer that is 18 years of age or older and a registered voter residing in Ayer may apply. All applications will be submitted to the BOS Office and will be due no later than Wednesday, February 11, 2015 by 3:30pm. The Ayer BOS and Planning Board will meet in Joint Session as part of the BOS February 17, 2015 Meeting to make the appointment. The selected individual will serve until the April election and may or may not run for election at that time.
8. **Town Flag Discussion:** As the BOS is aware, sometime ago, the BOS and Historical Commission discussed the issue of having a Town Flag and to include a Town Flag design contest with final designs being considered by Town Meeting for approval. There is one design (see attached) that was submitted and at the request of Mr. James Fay, would like to

have the BOS discuss placing the approval of the flag before Town Meeting for consideration. Attached are the two proposed versions of a Town Flag submission along with a description of the meaning behind the symbols (See Attached). Additionally, the Town's current flag at the State House consists of the Town Seal on a white background with a gold trim. Also attached is the previous contest application form.



Date: January 15, 2015

To: Ayer Board of Selectmen
Robert A. Pontbriand, Town Administrator
Carly Antonellis, Assistant to the Town Administrator

From: Susan E. Copeland, Ayer Town Clerk and Tax Collector

Re: Population Estimates for Seasonal Residents in 2015

In response to the Alcoholic Beverages Control Commission inquiry of the estimate of population for seasonal residents in 2015 for the Town of Ayer the answer would be zero.

There is no significant increase to track in this town.

Thank you.

A handwritten signature in black ink that reads "Susan E. Copeland". The signature is written in a cursive, flowing style.



**General Information for applying for a
Habitat for Humanity North Central Massachusetts home/mortgage
To be included in the application packet**

The homes that will be built at 76 Central Ave in the Town of Ayer will be placed on the Subsidized Housing Inventory for the Commonwealth of Massachusetts. As such, they will be subject to various deed restrictions and application processes including a lottery for final selection should more than two qualified households be approved by the Habitat for Humanity Family Selection Committee and Board of Directors.

Certain terms are used in the application process. This information sheet is to help you understand the terms and their meaning in the application process.

- 1) A "household" shall mean two or more persons who will live regularly in the unit as their principal residence and who are related by blood, marriage, law or who have otherwise evidenced a stable inter-dependent relationship, or an individual.
- 2) Area Median Income (AMI): Habitat for Humanity North Central Massachusetts accepts applications from households making up to 60% of the Area Median Income as defined for the Boston/Cambridge/Quincy metropolitan area by the US Department of Housing and Urban Development. Information will be included in this packet.
- 3) Habitat for Humanity North Central Massachusetts will make every effort possible to accommodate any language in the application process. For more information on how to access this resource, please contact our office at 978-348-2749.
- 4) The only preferences that will be sought will be family size as Habitat tries to pair up the right sized family with a three bedroom home.
- 5) There will be a deed restriction on the homes limiting profit should the homeowner sell the home. A copy of the deed restriction is attached to this information sheet. In addition, the restriction is available at <http://www.mass.gov/hed/docs/dhcd/hd/lip/lipdeedrider.pdf>
- 6) Authorization: Applicants will be asked to sign a consent to release financial information, information on previous housing and employment history.

LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

*For Projects in Which
Affordability Restrictions Survive Foreclosure*

made part of that certain deed (the "Deed") of certain property (the "Property") from
dated _____ ("Grantor") to _____ ("Owner")
dated _____, 200__. The Property is located in the City/Town of _____
_____ (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the _____ County Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____/Document No. _____ (the "Comprehensive Permit");
- (ii) subject to a Regulatory Agreement among _____ (the "Developer"), [] Massachusetts Housing Finance Agency ("MassHousing"), [] the Massachusetts Department of Housing and Community Development ("DHCD") [] the Municipality; and [] _____, dated _____ and recorded/filed with the Registry in Book _____, Page _____/as Document No. _____ (the "Regulatory Agreement"); and
- (iii) subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low or moderate income housing the "Program"; and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, DHCD (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is _____

COPY

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning at least more than eighty percent (80%) of Area Median Income (or, if checked **COPY** percent (___%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing

expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked percent (%) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of 2% of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase,

and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase. (a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale

agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and

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restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality, or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed. (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such

time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions. (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees. (a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence

that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property. (a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Director of DHCD.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

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Grantor:

Owner:

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Monitoring Agent[s]

- (1) Director, Local Initiative Program
DHCD
100 Cambridge Street
Suite 300
Boston, MA 02114

(2)

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Others:

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement. (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

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- (i) specific performance of the provisions of this Deed Rider;
 - (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
 - (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.
 - (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and
 - (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [] shall [] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in

accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of _____, 200__.

Grantor:

Owner:

By _____

By _____

COMMONWEALTH OF MASSACHUSETTS

COPY

County, ss.

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

COPY

Notary Public
My commission expires: _____

COPY

COMMONWEALTH OF MASSACHUSETTS

COPY

County, ss.

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

COPY

Notary Public
My commission expires: _____

#6

Board of Selectmen

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



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

Town Administrator
(978) 772-8210

January 20, 2015

Mr. Mark Southard, Director
Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114

Dear Mr. Southard:

The Ayer Board of Selectmen would like to offer our collective support for the efforts of Ayer's Department of Community Development to submit an application for the upcoming 2015 Community Development Block Grant (CDBG) cycle. As you are aware, the Town of Ayer's past CDBG program history has been very successful.

With the successful awarding of the 2010-2011 grant, Ayer's Community Development Department was able to accomplish two very large projects:

- 1) A complete rehabilitation of both the infrastructure and streetscape of Pond Street, one of the oldest streets in Ayer, which houses both the residents of Ayer's Housing Authority resident facility and the Council on the Aging office.
- 2) Rehabilitation of eighteen units of housing including the following upgrades: energy saving windows, doors and siding, high efficiency heating systems, new roofs, and lead remediation. These homes are now compliant with current building code specifications.

Thank you for your consideration of Ayer's 2015 CDBG application. Ayer will be submitting a very ambitious grant application, which will be targeting another one of our older streets in one of our busiest downtown neighborhoods. The Ayer Board of Selectmen, Administration and Department of Community Development look forward to working with you and your staff.

Sincerely,

Christopher R. Hillman, Chairman

Jannice L. Livingston, Vice – Chairman

Gary J. Luca, Clerk

Town of Ayer
Town Flag Design Competition
Entry Form

The competition is open to anyone. There is no limit to the number of designs that may be submitted per person.

Submissions shall be on an 8 ½ x 11 page.

One submission per page. Each submission must be accompanied by a completed entry form

All submissions will become the property of the Town of Ayer

Submissions may not contain material that is copyrighted or otherwise owned or restricted

The Town may edit, modify or combine submissions.

Submissions shall be mailed to:

Ayer Historical Commission
Town Hall
One Main Street
Ayer, MA 01432

or

Submissions may be dropped off at the Ayer Board of Selectmen during normal business hours
Deadline for submission is 4:00 pm September 6, 2013

Name _____

Address _____

City _____ State _____

Telephone _____

Email _____

Signature _____

The signature above attests that the entry submitted herewith is an original design and that to the entrant's knowledge, does not violate any copyright or restriction. If applicant is under 18 years old, signature of parent or guardian required.

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

From: jfay@ayer.ma.us [mailto:jfay@ayer.ma.us]

Sent: Monday, January 28, 2013 11:35 AM

To: Jeri Love; Pontbriand, Robert

Subject: Re: Historic American Flags

Jeri,
Robert,

See attached suggestion for Ayer Flag. Open with Power Point.

> Background Colors are official Colors of Massachusetts -
Blue , Green,Cranberry

> Military connection -
WW1 Soldier - Silver Statr, Bronze Star, Purple Heart, (Medals earned by Citizens of Ayer)

> Train Moving Forward represents -
Progress as a Transportation Hub of Community

All together one sees - Future Forward Progress, Patriotism , Valor,

Robert,
Please copy to the BOS for future discussion.

Jim Fay

Quoting Jeri Love 

>

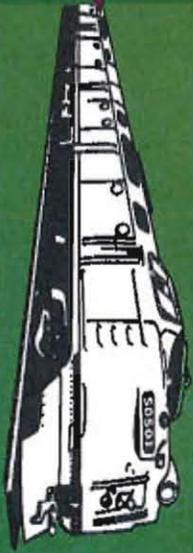
>

> Another site that I used for pine tree reference. If you scroll down
> you will see the flags depicting pine tree beginning prior to
> revolution. Let me know your take, I don't want misrepresent or
> embarrass myself if I am wrong.

> Take care

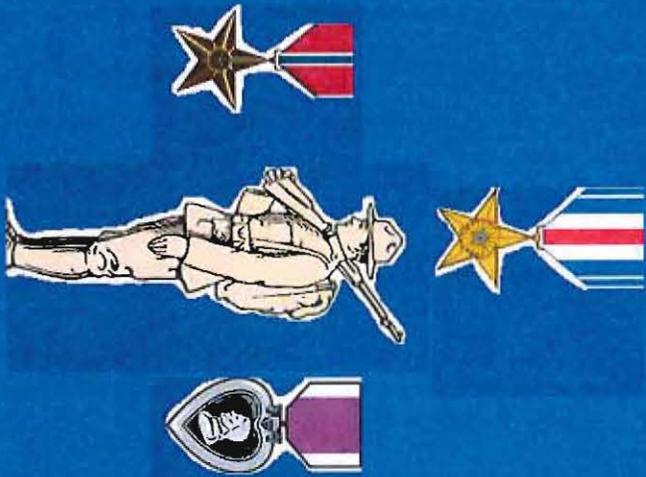
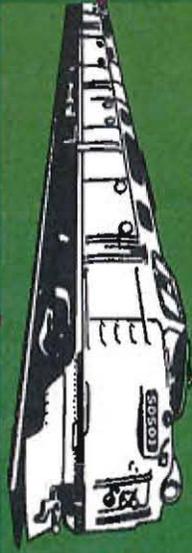
> Jeri

> <http://www.nationalfcf.com/history/historicamericanflags/tabid/2192/default.aspx>



AYER





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



Tuesday, January 6, 2015
Meeting Minutes

Broadcast and Recorded by APAC

Present: Christopher R. Hillman, Chair (*Entered at 7:02 PM*); Jannice L. Livingston, Vice-Chair; Gary J. Luca, Clerk

Robert A. Pontbriand, Town Administrator (*Entered at 7:32 PM*)
Carly M. Antonellis, Assistant to the Town Administrator

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

Announcements: J. Livingston first announced that R. Pontbriand would be joining the meeting around 7:30 PM as he was at the first Open Space and Recreation Committee Meeting. She then announced that 3rd and 4th quarter tax bills are now due. Additionally 2015 dog licenses are available in the Town Clerk's office. J. Livingston also announced that the parking ban was still in effect until April 15, 2015.

C. Hillman entered at 7:02 PM

Review and Approve Agenda: C. Antonellis asked that the inter-municipal agreement with the Town of Groton and the Senior Tax Work-off Program be added under the Town Administrator's report as items #4 and #5.

Motion: A motion was made by G. Luca and seconded by J. Livingston to approve the agenda, as amended. **Motion passed 3-0.**

Recognition of Eagle Scout Jacob Miska: The Ayer Board of Selectmen recognized Jacob Miska on achieving the rank of Eagle Scout.

Public Input: None

Mr. David Maher, Director Office of Community and Economic Development Director: D. Maher and Alicia Hersey (Community Development Office) outlined the Local Initiative Program (LIP) for the Habitat for Humanity project located at 76 Central Avenue.

Motion: A motion was made by G. Luca and seconded by J. Livingston to approve the LIP regulatory agreement between the Town of Ayer, the Commonwealth of Massachusetts and Habitat for Humanity with signature by the Chair. **Motion passed 3-0.**

Public Hearing – Pole Petition, National Grid – Central Avenue: The Public Hearing was opened at 7:15 PM. G. Luca read the public hearing notice as printed in the Ayer Public Spirit on December 19, 2014 and December 26, 2014. There was no public input.

Motion: A motion was made by C. Hillman and seconded by J. Livingston to approve the pole petition as presented by National Grid (*Plan #16641299*). **Motion passed 3-0.**

Motion: A motion was made by G. Luca and seconded by J. Livingston to close the public hearing at 7:18 PM. **Motion passed 3-0.**

Mr. David Maher, Director Office of Community and Economic Development Director: D. Maher gave an overview of economic development activity in the Town of Ayer for the year closing 2014. He highlighted activity in the rotary area, downtown, Fitchburg Road, West Main Street and the Industrial Park.

R. Pontbriand entered at 7:32 PM

Town Administrator's Report: R. Pontbriand highlighted the accomplishments of 2014 and gave a preview of upcoming projects for 2015.

The Board selected J. Livingston to be the MIIA Delegate for Massachusetts Municipal Association Conference at the end of January 2015.

R. Pontbriand explained correspondence from Town Counsel (Kopleman & Paige) expressing the need for the Ayer Board of Selectmen to authorize Kopleman & Paige to work on an inter-municipal agreement between the Towns of Ayer and Groton, since they represent both municipalities.

Motion: A motion was made by G. Luca and seconded by J. Livingston to approve the inter-municipal agreement language, as presented by Kopleman & Paige. **Motion passed 3-0.**

R. Pontbriand announced the kickoff of the Senior Tax Work-Off Program and that applications were now available at Town Hall.

New Business/Selectmen's Questions/Approval of Minutes: G. Luca gave an update on JBOS proposed zoning changes. He is very concerned about proposed zoning changes would affect the Nashoba Valley Medical Center.

Motion: A motion was made by J. Livingston and seconded by G. Luca to approve the meeting minutes of December 16, 2014. **Motion passed 3-0.**

Motion: A motion was C. Hillman and seconded by J. Livingston at 8:17 PM to enter into Executive Session pursuant to MGL Chapter 30A, Section 21A, Exemption #3 Litigation Strategy (*Bolduc v. Town of Ayer*) and to adjourn meeting from Executive Session. C. Hillman stated that to discuss this matter in open session would be detrimental to the Town's negotiating strategy. By Roll Call Vote: C. Hillman, Yes; J. Livingston, Yes; G. Luca, Yes. **Motion passed 3-0.**

The meeting adjourned from Executive Session at 8:41 PM.

Minutes Recorded and Submitted by Carly M. Antonellis

Minutes Approved by BOS: _____

Gary J. Luca, Clerk: _____

