

RECEIVED
MAY 3 2019

TOWN OF AYER
TOWN CLERK
10:15AM yf

Town of Ayer
Board of Selectmen
Ayer Town Hall - 1st Floor Meeting Room
1 Main Street
Ayer, MA 01432



Tuesday May 7, 2019
Open Session Meeting Agenda

- 7:00 PM **Call To Order**
Pledge of Allegiance; Review and Approve Agenda; Announcements
- Public Input**
- 7:05 PM* **Public Hearing - Maxant Industries, Inc. - Flammable Storage License - 28 Harvard Road**
- 7:10 PM **Mr. Mark Wetzel, DPW Superintendent**
1. Ayer DPW Fill-A-Truck Food Drive
2. PFAS Update
3. Proposed Outdoor Watering Ban ...
4. Approval of Ayer East Solar Documents
- 7:35 PM **Town Manager's Report**
1. Administrative Update/Review of Warrant(s)
2. Reserve Fund Transfer - Tree Warden
- 7:40 PM **New Business/Selectmen's Questions**
1. Bi-Board Update (Selectman Houde)
- 7:45 PM **Approval of Meeting Minutes**
April 10, 2019; April 16, 2019
- 7:50 PM **Approval of General Obligation Bonds**
- 8:00 PM **Reorganization of the Board of Selectmen**
- Adjournment**

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

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APR 03 2019

Town of Ayer
Notice of Public Hearing
Ayer Board of Selectmen



2:30pm
TOWN OF AYER
TOWN CLERK
Mary Opland

The Ayer Board of Selectmen will be conducting a Public Hearing on Tuesday May 7, 2019 at 7:05 PM at the Ayer Town Hall, 1st Floor Meeting Room, 1 Main Street, Ayer, MA 01432 regarding an application by Maxant Industries, Inc., 28 Harvard Road Ayer, MA 01432. The applicant is seeking a new license for the underground storage of up to 32,000 gallons of premium and regular gasoline and up to 23,000 gallons of diesel fuel pursuant to M.G.L. 148 sec. 13.

Name of Applicant: Maxant Industries, Inc., 28 Harvard Road
Date of Public Hearing: Tuesday May 7, 2019
Time of Public Hearing: 7:05 PM
Location of Public Hearing: 1st Floor Meeting Room, Ayer Town Hall
1 Main Street Ayer, MA 01432

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



BOHLER
ENGINEERING

517
17:00
PM

352 Turnpike Road
Southborough, MA 01772
PHONE 508.480.9900

March 28, 2019

RECEIVED

APR - 3 2019

Via FedEx

TOWN OF AYER
SELECTMEN'S OFFICE

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

**RE: Maxant Industries, Inc.
Proposed New Flammable Storage License
28 Harvard Road
Ayer, MA**

Dear Board Members:

On behalf of Maxant Industries, Inc, our office is filing an Application for a new Flammable Storage License for the above-referenced site. Enclosed with this letter are the following materials and supporting documentation:

- One (1) FP-002A application signed by the property owner with Fire Chief Pedrazzi's approval;
- One (1) full-size (24"x 36") paper copy of a Pump and Tank Site Plan dated September 25, 2018, prepared by Bohler Engineering.

This plan has been prepared in connection with the proposed site development and fuel system installation associated with the new gas station facility located on 28 Harvard Road, which includes the installation of three (3) new underground storage tanks, eight (8) multi-product dispensers and four (4) diesel dispensers in kind.

We look forward to the Board's review of the plan and application and to appearing on the next appropriate Board of Selectmen meeting agenda.

Should you have any questions or need additional information, please do not hesitate to call me at (508) 480-9900. Thank you in advance for your time and assistance in helping to expedite this matter.

Sincerely,

BOHLER ENGINEERING

Jesse M. Johnson, PE

Enclosures



FP-002A
(Rev. 1.2018)

The Commonwealth of Massachusetts

City/Town of Ayer

Application For License

Massachusetts General Law, Chapter 148 §13

New License Amended License

GIS Coordinates

LAT.

LONG.

License Number

Application is hereby made in accordance with the provisions of Chapter 148 of the General Laws of Massachusetts for a license to store flammables, combustibles or explosives on land in buildings or structures herein described.

Location of Land: 28 Harvard Road; Map 35, Lots 52, 53 & 54
Number, Street and Assessor's Map and Parcel ID

Attach a plot plan of the property indicating the location of property lines and all buildings or structures.

Owner of Land: Maxant Industries, Inc.

Address of Land Owner: PO Box 454, Ayer, MA 01432

Use and Occupancy of Buildings and Structures: fueling facility with convenience store

If this is an application for amendment of an existing license, indicate date of original license and any subsequent amendments

_____ Attach a copy of the current license

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases; see 527 CMR 1.00 Table 1.12.8.50; Attach additional pages if needed. All tanks and containers are considered full for the purposes of licensing and permitting.

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, cubic feet	CONTAINER UST, AST, IBC, drums
Regular Unleaded Gasoline	IB	20,000	gal.	UST
Premium Unleaded Gasoline	IB	12,000	gal.	UST
Diesel Fuel	II	23,000	gal.	UST

Total quantity of all flammable liquids to be stored: 32,000 gallons

Total quantity of all combustible liquids to be stored: 23,000 gallons

Total quantity of all flammable gases to be stored: _____

Total quantity of all flammable solids to be stored: _____

LP-gas (Complete this section for the storage of LP-gas or propane)

Indicate the maximum quantity of LP-gas to be stored and the sizes and capacities of all storage containers. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: _____

List sizes and capacities of all aboveground containers used for storage: _____

❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: _____

List sizes and capacities of all underground containers used for storage: _____

Total aggregate quantity of all LP-gas to be stored: _____

Fireworks (Complete this section for the storage of fireworks)

Indicate classes of fireworks to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum amount (in pounds) of Class 1.3G: _____ Type/class of magazine used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4G: _____ Type/class of magazine used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4: _____ Type/class of magazine used for storage: _____

Total aggregate quantity of all classes of fireworks to be stored: _____

Explosives (Complete this section for the storage of explosives)

Indicate classes of explosive to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum amount (in pounds) of Class 1.1: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.2: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.3: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.5: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.6: _____ Number of magazines used for storage: _____

I, Valerie Delker, hereby attest that I am authorized to make this application. I acknowledge that the information contained herein is accurate and complete to the best of my knowledge and belief. I acknowledge that all materials stored pursuant to any license granted hereunder must be stored or kept in accordance with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts Chapter 148, and the Massachusetts Fire Code (527 CMR 1.00). I further acknowledge that the storage of any material specified in any license granted hereunder may not exceed the maximum quantity specified by the license.

Signature Valerie Delker Date 3/15/2019 Name Maryland Ind.

Fire Department Use Only

I, Robert Pedrazzi, Head of the Ayer Fire Department endorse this application with my

Approval Disapproval

[Signature]

3-25-19

Signature of Head of the Fire Department

Date

Recommendations: _____

DEPARTMENT OF PUBLIC WORKS

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

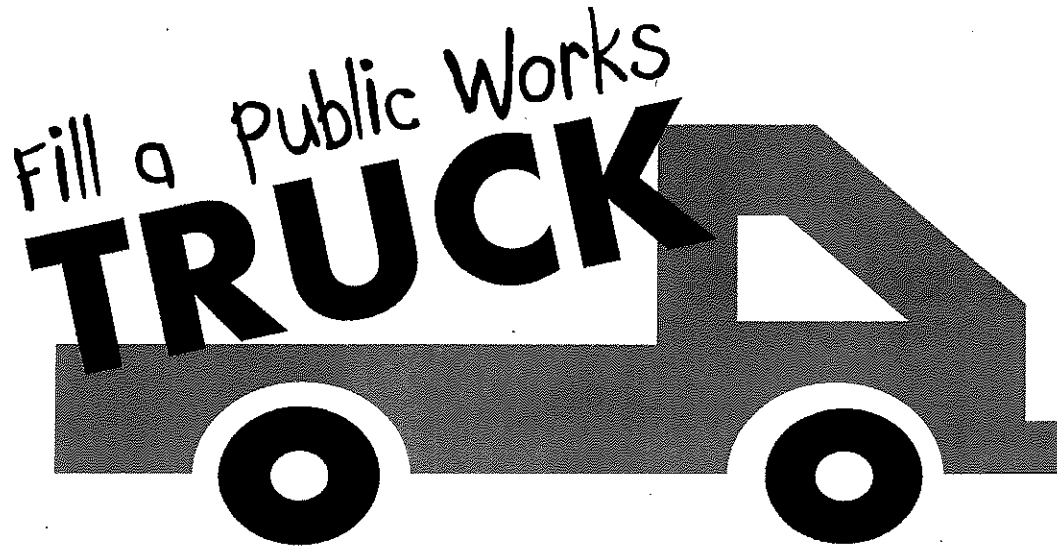


25 BROOK STREET
AYER, MASSACHUSETTS 01432
T: (978) 772-8240
F: (978) 772-8244

MEMORANDUM

Date: May 3, 2019
To: Board of Selectmen
From: Mark Wetzel, P.E. Superintendent of Public Works
Subject: **May 7, 2019 Meeting Agenda Items**

1. Ayer DPW Fill A Truck Food Drive - The Town of Ayer Public Works Department is collecting non-perishable food to support our local community food bank needs. Our Fill A Public Works Truck Food Drive will be occurring during National Public Works Week and will support the Loaves & Fishes Food Pantry. Please drop off non-perishable goods at the Transfer Station on Sunday May 19 between 9am and 2pm. Collection drop off boxes will also be at Town Hall and the Ayer DPW Office during the week of May 20 – May 24.
2. PFAS Update – I will give the Selectmen a brief update on the PFAS drinking water issues and actions.
3. Outdoor Water Ban – Due to the PFAS contamination at all some level in all town wells, the Department of Public Works is requesting that the Board of Selectmen vote to institute a ban on all outdoor water use until the new treatment facility is online. See attached.
4. Ayer East Solar Documents– Ayer East Solar LLC is developing the solar power system on the Ayer landfill. They are completing their financing and have additional documents for execution by the Board:
 - a) National Grid Landowner Consent Agreement - This is confirmation that the Town is aware of the project/interconnection with National Grid.
 - b) Ayer Lease Estoppel - This is a document confirming the Town recognizes the lease and the amendments. Note there is reference to the 2nd amendment which is contained here.
 - c) Ayer Amendment to Lease - This lease amendment (as required per Section 2 of the lease) replaces the current Exhibit A with the leased premise description and ALTA plan.
 - d) Ayer Memo of Lease - This is the document that will be recorded at the registry to make known the lease is in place.



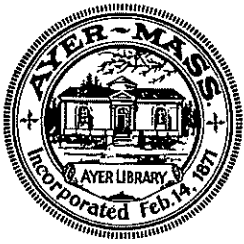
**Help the Town of Ayer Department of Public Works
put an end to hunger during National Public Works
Week.**

Drop off non-perishable goods at the Transfer Station
When: May 19th 9 - 2
Where: 100 Groton Harvard Road
All collected items will go to the Loaves & Fishes Food
Pantry, Inc.

**One raffle ticket will be entered in a drawing for each item brought
to the Transfer Station on Sunday, May 19th to win a 2020 Transfer
Station vehicle sticker.**

Drop off boxes will be at Town Hall & the DPW office, 5/20-5/24.

*This event is sponsored by the
New England Chapter of the American Public Works Association.*



TOWN OF AYER
MANDATORY OUTDOOR WATER BAN
EFFECTIVE MAY 15, 2019

Due to the PFAS contamination detected in the Town's water supplies, the Ayer Board of Selectmen have declared a **State of Water Supply Conservation**, in accordance with the Town Water Use Restriction Regulation. Under the State of Water Supply Conservation, Restriction 5f. - Outdoor Water Use Ban has been implemented.

“Outdoor Water Use Ban: Outdoor water uses are controlled as follows:

- a) Watering with hand hose only (no sprinklers or irrigation systems)**
- b) Watering with water can only**
- c) All other outdoor watering shall be prohibited”**

Enforcement of the Outdoor Water Use Ban is as follows:

- 1st Violation – Written Warning
- 2nd Violation - \$50.00 fine
- 3rd Violation - \$200.00 fine
- 4th Violation - \$300.00 fine and reduction in water availability to allow for basic water needs

All Town employees are the enforcement agents authorized to implement the water ban. Please contact the D.P.W. office at 978-772-8240 if you have any questions regarding the water ban.

Thank you for your cooperation.

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

Exhibit I—Landowner Consent Agreement

(Note: This Consent is to be signed by the owner of the land where the distributed generation installation and interconnection will be placed, when the owner or operator of the distributed generation installation is not also the owner of the land, and the landowner's electric facilities will not be involved in the interconnection of such distributed generation installation.)

This Consent is executed by Town of Ayer, (the "Landowner"; as used herein the term shall include the Landowner's successors in interest to the Property), as owner of the real property situated in the City/Town of Ayer, Middlesex County, Massachusetts, known as 0 Groton Harvard Road [street address] (the "Property"), at the request of Ayer East Solar LLC [name of Interconnecting Customer] (the "Interconnecting Customer"; as used herein the term shall include the Interconnecting Customer's successors and assigns) and for the benefit of Massachusetts Electric Company dba National Grid, a Massachusetts corporation with a principal place of business at 40 Sylvan Rd, Waltham, MA 02451 (the "Company"); as used herein the term shall include the Company's successors and assigns).

1. The purpose of this Consent is to provide the Company with assurance that the installation of a distributed generation facility (the "Facility") by the Interconnecting Customer on the Property has been approved by the Landowner.
2. The Landowner hereby acknowledges that it has authorized the Facility to be installed and operated by Interconnecting Customer on the Property pursuant to agreements between the Landowner and the Interconnecting Customer that are in full force and effect as of the date hereof.
3. The Landowner hereby acknowledges that the Landowner shall look solely to the Interconnecting Customer for the performance of and compliance with all of the terms of any agreements between the Landowner and the Interconnecting Customer, and that the Company shall not, by virtue of any agreement between the Company and the Interconnecting Customer, be deemed to have assumed any obligation or liability to the Landowner.
4. The Company hereby acknowledges that the Company shall look solely to the Interconnecting Customer for the performance of and compliance with all of the terms of any agreements between the Company and the Interconnecting Customer, and that the Landowner shall not, by virtue of any agreement between the Landowner and the Interconnecting Customer, be deemed to have assumed any obligation or liability to the Company.

STANDARDS FOR INTERCONNECTION OF DISTRIBUTED GENERATION

5. The Landowner hereby grants the Company access as necessary to the Property for Company personnel, contractors or agents, to perform Company's duties under the agreements with the Interconnecting Customer.

6. Landowner acknowledges and agrees that the Company shall have no liability to the Landowner, whether in tort or contract, or under any other legal theory, and specifically excluding any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever, for any loss, cost, claim, injury, liability, or expense, including court costs and reasonable attorney's fees, relating to or arising from (a) the installation or operation of the Facility on the Property, or (b) any act or omission in the Interconnecting Customer's performance of its agreements with the Landowner or the Company, except to the extent caused solely by the negligence or willful misconduct of the Company, its agents, contractors or employees.

7. This Agreement shall be interpreted, governed, and construed under the laws of the Commonwealth of Massachusetts without giving effect to choice of law provisions that might apply the law of a different jurisdiction.

IN WITNESS WHEREOF, the Landowner and the Company have caused this Consent to be executed under seal by its duly authorized representatives.

LANDOWNER

By: _____
Name: _____
Title: _____

COMPANY
National Grid

By: _____
Name: _____
Title: _____

ESTOPPEL CERTIFICATE
(Landlord)

_____, 2019

Reference is made to that certain Landfill Lease Agreement dated as of September 8, 2017, as amended by that certain First Amendment to Lease Agreement dated _____, 2019 (as so amended, the "Agreement") between Ayer East Solar LLC, a Massachusetts limited liability company (the "Company"), and Town of Ayer ("Counterparty"), for the solar energy generation facility (the "Facility") to be located on approximately 5 acres at 0 Groton Harvard Road, Ayer, MA (the "Premises").

This Certificate is being delivered to the Company in connection with (i) an equity financing by Firststar Development, LLC, a Delaware limited liability company ("Firststar Investor"), and USB RETC Fund 2019-22, LLC, a Delaware limited liability company ("Fund Investor") and, together with Firststar Investor, their members, successors, and assigns, collectively, "Investor") in the indirect owner of the Company and (ii) a note purchase financing to Citizens Solar Holdings IX LLC, a Massachusetts limited liability company, pursuant to which Wilmington Trust, National Association (together with its successors, designees, and assigns, in such capacity, the "Collateral Agent") acts as collateral agent for the benefit of Wilmington Trust, National Association, in its capacity as depository ("Depository"), the noteholders party thereto and other noteholders (collectively, the "Purchasers") and other secured parties (the Collateral Agent, the Depository, the Purchasers and such other secured parties and their respective successors and assigns, collectively, the "Secured Parties" and together with Investor, collectively, "Reliance Parties"), each of which financings will fund the development of the Facility. As a condition to their financings, the Reliance Parties require the Company to obtain the Counterparty's confirmation and agreement as to certain matters. Capitalized terms used but not defined herein have their assigned meanings in the Agreement.

Based on the foregoing, and recognizing that the Reliance Parties will rely hereon, Counterparty hereby confirms and agrees as follows:

1. The copy of the Agreement, attached as Exhibit A, is a true and complete copy of the Agreement (including any modifications, waivers, and amendments), and constitutes the entire agreement (oral or written) between Counterparty and Company relating to the Facility and the Premises. Counterparty has duly executed and delivered the Agreement, and the Agreement is in full force and effect. There is no lease or license, oral or written, in effect with respect to the Premises other than the Agreement.
2. Counterparty has not transferred, assigned or mortgaged its interest in the Agreement or the Premises.
3. Neither party to the Agreement is in default nor has either breached the Agreement and, to the best of Counterparty's knowledge, no facts or circumstances exist which,

with the passage of time or the giving of notice or both, would constitute a default or breach by either such party thereunder.

4. There are no actions pending against Counterparty under the bankruptcy or any similar laws of the United States or any state.
5. Counterparty is not aware of any event, act, circumstance or condition constituting a force majeure or termination event under the Agreement.
6. Counterparty has not paid any amounts or received any claims under the indemnification provisions in the Agreement.
7. Company does not owe any indemnity payments to Counterparty and Counterparty has no existing counterclaims, offsets or defenses against Company under the Agreement.
8. Counterparty is not aware of any threatened or pending actions or proceedings in eminent domain relating to the Premises or any portion of the Counterparty's property over which Company has an easement. There are no proceedings pending or, to Counterparty's knowledge, threatened against or affecting Counterparty in any court or by or before any court, governmental authority or arbitration board or tribunal which could reasonably be expected to have a material adverse effect on the Premises or the ability of Counterparty to perform its obligations under the Agreement.
9. There are no disputes or proceedings between Counterparty and Company related to the Agreement.
10. No consent, license, approval or authorization of, or other action by, or any notice or filing with, any court or administrative or governmental body or any other entity is necessary in connection with the execution, delivery and performance by Counterparty of the Agreement or this Certificate other than those which have been duly obtained by Counterparty and which are in full force and effect.
11. The person or persons executing this Certificate on behalf of Counterparty have the power and authority to execute this Certificate.
12. Counterparty has not given or received any notice of default under any easement, covenant, condition, restriction, reservation or other encumbrance upon, or any easement or other right appurtenant to, the Premises or any portion thereof.
13. Neither the assignment of certain direct or indirect equity interests in Company to the Investor, nor the granting and enforcement of a leasehold mortgage from Company to Collateral Agent of its interest in the Facility, Premises, Agreement and leasehold estate thereunder, will violate the terms and conditions of the Agreement, and any related consent or notice to Counterparty under the Agreement is hereby deemed satisfied. In connection with or after Collateral Agent's exercise

of its rights and remedies under the leasehold mortgage and other note purchase financing documents, the Agreement may be assigned without Counterparty's consent.

14. In connection with Ayer
 - (a) Section 4(b) of the Agreement is hereby amended to delete "subject to Lessor's right to exercise the Purchase Option,".
 - (b) Section 5 of the Agreement is hereby amended to delete "Unless Lessor has exercised the Purchase Option,".
 - (c) Counterparty confirms that it and the Ayer Department of Public Works have reviewed and approved the design plans and specifications for the Facility and related Company work pursuant to Section 6(b) of the Agreement.
15. Reserved.
16. Reserved.
17. Reserved.
18. Reserved.
19. Reserved.
20. Reserved.
21. Counterparty agrees to provide notice of any default by Company under the Agreement to (i) Investor at 1307 Washington Avenue, Suite 300, St. Louis, MO 63103, Attn: Director of Asset Management, Project #26112 and (ii) Collateral Agent at 1100 North Market Street, Wilmington, DE 19890, Attn: Administrator for Citizens Solar Holdings IX LLC, and Counterparty further agrees in the event that Company fails to cure a default within the cure period set forth in the Agreement, Counterparty shall provide the Investor and Collateral Agent each with notice that Company has failed to cure the default. Reliance Parties shall have a period of 30 days from receipt of the second notice to cure such default for the benefit of Company, should either Reliance Party elect in its sole discretion to do so (provided that if such default cannot be cured without Collateral Agent foreclosing or acquiring Company's interests in the Agreement, then the Collateral Agent's cure period shall be extended for a sufficient period of time as may be necessary for it, exercising due diligence, to so foreclose or acquire Company's interest and perform such cure) and Counterparty shall not pursue any remedies for default under the Agreement against Company until such period has expired without either Reliance Party having cured the default. The default notices shall not be effective against Reliance Parties unless and until received by them, and

Reliance Parties' cure period shall not shall commence until their respective second default notice is delivered.

This Certificate shall have the effect of estopping Counterparty from making any assertions contrary to the contents hereof. This Certificate shall be binding upon the heirs, personal representatives, successors and assigns of Counterparty.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be duly executed and delivered by its duly authorized officer as of the date set forth above.

COUNTERPARTY:

By: _____
Name:
Title:

COPY

[Signature Page to Estoppel Certificate]

Exhibit A

See attached.

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "Amendment") is entered into as of this ____ day of _____, 2019 by and between Town of Ayer, a municipal corporation and political subdivision of the Commonwealth of Massachusetts, with a principal office at One Main Street, Ayer, Massachusetts 01432 ("Lessor"), and Ayer East Solar LLC, a Massachusetts limited liability company, with a principal office at 88 Black Falcon Ave., Suite 342, Boston, Massachusetts 02210 ("Lessee"). Lessor and Lessee may be referred to hereinafter individually as a "Party" and collectively as the "Parties."

WHEREAS, Lessor and Lessee are the current parties to that certain Landfill Lease Agreement dated September 8, 2017, (the "Lease"), regarding certain real property owned by Lessor and located in the Town of Ayer, Massachusetts, and the Parties now wish to amend the Lease;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree to amend the Lease as follows:

AGREEMENT

1. Capitalized Terms; Conflict. All capitalized terms used but not defined herein shall have the meanings given to them in the Lease. If there is any conflict between the terms of this Second Amendment and the terms of the Lease, the terms of this Second Amendment shall control.

2. Premises/Legal Description. Pursuant to Section 2(a) of the Lease, Exhibit A of the Lease is hereby amended by deleting the definition of "Premises" and substituting the language as set forth on Schedule 1 attached hereto and made a part hereof. Exhibit A of the Lease is hereby further amended by adding the Survey attached hereto as Schedule 2. All references in the Lease to Exhibit A shall be hereinafter be deemed to include the Survey.

3. Ratification. Except as provided herein, the Lease is ratified and confirmed in all respects.

[Signature Page Follows]

IN WITNESS WHEREOF, this First Amendment is executed and delivered under seal as of the day and year first above written.

“LESSOR”

Town of Ayer,
Board of Selectmen

“LESSEE”

Ayer East Solar LLC,
a Massachusetts limited liability company

By: _____

Name: Ernest J. Panos

Its: Manager

SCHEDULE 1

LEGAL DESCRIPTION OF PREMISES

Metes and bounds for lease and easement areas to be added

SCHEDULE 2

SURVEY

ALTA showing lease and easement areas

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Ayer East Solar LLC
c/o Citizens Enterprises Corporation
88 Black Falcon Avenue
Center Lobby, Suite 342
Boston, MA 02210
Attn: Brian Morrissey
Phone: 617-951-0405

(Space above this line for Recorder's use only)

MEMORANDUM OF LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF LEASE AND EASEMENT AGREEMENT is made and entered into as of September 8, 2017 (this "Memorandum"), by and between **Ayer East Solar LLC**, a Massachusetts limited liability company (the "Lessee"), and the **Town of Ayer**, Massachusetts, a municipal corporation and political subdivision of the Commonwealth of Massachusetts (the "Lessor").

WHEREAS:

A. As of September 8, 2017 (the "Effective Date"), Lessee and Lessor entered into a Landfill Lease Agreement as amended by that certain First Amendment to Lease Agreement dated as of even date herewith (collectively, the "Agreement") which by its terms grants to Lessee, its successors and assigns, a leasehold and easement interest in certain land located in Middlesex South County, Massachusetts, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Premises"), for exclusive solar energy development, related rights, transmission lines and communication facilities, and access on, over, under and across the Premises, and a non-exclusive easement for access, ingress, egress, and utilities to the Premises on, over, under and across the property of which the Premises is a part (more particularly described on Exhibit A, the "Property"). *Capitalized terms used herein, but no defined shall have the meaning set forth in the Agreement.*

B. The initial term ("Initial Term") of the Agreement commences on the Effective Date and runs until the first (1st) December 31st following the twentieth (20th) anniversary of the date on which the System is ready for Commercial Operations after required testing (the "Commercial Operations Date") and thereafter, upon mutual agreement of the Parties, the Initial Term shall be extended for up to an additional five (5) years (the "Renewal Term"). The Initial Term and the Renewal Term, if any, are sometimes collectively referred to herein as the "Term".

Address: 0 Groton Harvard Road, Ayer, MA

C. The System shall not be deemed a part of, or a fixture to, the Premises or the Property. The System is Lessee's personal property and Lessor has no right, title or interest in the System and any component thereof (regardless of the method of attachment), the electricity generated thereby, and all Environmental Financial Attributes. Furthermore, Lessor has waived all right of levy for rent, all claims and demands against the System, and all rights it may have to place a lien on the System.

D. Lessor shall obtain a non-disturbance agreement ("NDA") in favor of Lessee from any third party who in the future obtains, with Lessor's permission, an interest in the Premises or Property, including, without limitation, any lenders to Lessor, which NDA shall: (i) acknowledge and consent to Lessee's rights to the Premises and the System under the Agreement; (ii) acknowledge that the third party has no interest in the System and shall not gain any interest in the System by virtue of the Parties' performance or breach of the Agreement; (iii) acknowledge that the third party's interest in the Premises (if any) is subject to Lessee's interest in the Agreement; (iv) waive any lien the third party may have in and to the System; and (v) agrees not to disturb Lessee's possession of the Premises.

E. The Parties desire to enter into this Memorandum, which is to be recorded in order that third parties may have notice of the existence of the Agreement, of the leasehold and easement interests of Lessee in the Premises and the Property, and related rights granted to Lessee in the Premises and the Property as part of the Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Agreement to be paid and performed by Lessee, Lessor hereby leases the Premises to Lessee and Lessee hereby leases the Premises from Lessor and Lessor hereby grants to Lessee the following easements and related rights on, over, under and across the Premises and the Property: a non-exclusive easement for access, ingress, egress, and utilities to the Premises to the extent reasonably necessary to install, interconnect, operate or gain access to the System or the Premises (the "Easement"). Lessor shall not exercise its retained rights in the portion of the Property covered by the Easement in a manner that will unreasonably interfere with Lessee's use of the Easement for the purposes for which it was granted.

The foregoing easements and rights shall, subject to Applicable Laws, benefit the Premises and burden the Property and shall run with the land during the Term of the Agreement.

All of the terms, conditions, provisions and covenants of the Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum and the Agreement; the terms of the Agreement shall prevail.

[Signature Page Follows]

The Parties have executed this Memorandum of Lease and Easement Agreement as of the date set forth above.

“LESSOR”

TOWN OF AYER, a municipal corporation

By its Board of Selectmen:

“LESSEE”

AYER EAST SOLAR LLC,
a Massachusetts limited liability company

By: _____

Name: Ernest J. Panos

Title: Manager

Duly authorized

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, as _____ of the TOWN OF AYER, and acknowledged to me that he/she, in such capacity as aforesaid, signed it voluntarily for its stated purpose on behalf of such entity.

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

On this _____ day of _____, 2019, before me, the undersigned notary public, personally appeared Ernest J. Panos, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, as _____ of AYER EAST SOLAR LLC, and acknowledged to me that he, in such capacity as aforesaid, signed it voluntarily for its stated purpose on behalf of such entity.

Notary Public

My Commission Expires:

EXHIBIT A

Legal Description of Premises and the Property

PREMISES:

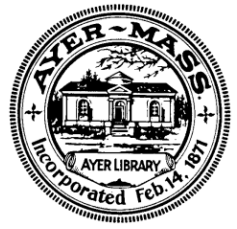
[INSERT LEGAL DESCRIPTION AND SITE PLAN]

To insert same language as in Schedule 1 metes and bounds of Amendment and also will reference the final ALTA which will follow this description

PROPERTY:

One parcel of approximately 12.95 acres of land shown in Assessor's Map 13 as Lot 3, with an address of 0 Groton Harvard Road, Ayer, Massachusetts.

**Office of the Board of Selectmen
Office of the Town Manager**



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

MEMORANDUM

DATE: May 3, 2019

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Manager

SUBJECT: Town Manager's Report for the May 7, 2019 BOS Meeting

Dear Honorable Selectmen,

I am pleased to transmit to you the following Town Manager's Report for the May 7, 2019 BOS Meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

Administrative Update/Review of Warrant(s):

- I will provide a brief Administrative Update at the May 7, 2019 BOS Meeting highlighting the status of the various activities, initiatives, and projects of the Administration since the BOS last met on April 16, 2019.
- Review of Warrants:

I have reviewed, approved, and signed the following Town Warrants, since the BOS last met on April 16, 2019:

Accounts Payable Warrant #19-20 in the amount of \$564,102.98 was reviewed, approved and signed on April 16, 2019.

Payroll Warrant #19-21 in the amount of \$322,578.30 was reviewed, approved and signed on April 23, 2019.

Accounts Payable Warrant #19-21 in the amount of \$1,595,524.71 was reviewed, approved and signed on April 30, 2019.

Reserve Fund Transfer - Tree Warden

- I am respectfully requesting that the BOS vote to approve the attached Reserve Fund Transfer in the amount of \$3,000 for the Tree Warden (see attached).

Thank you.

Attachment: Reserve Fund Transfer for the Tree Warden

RESERVE FUND TRANSFER REQUEST

Section I (Completed by Elected Official or Department Head)

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

- 1. Amount requested: \$3,000.00
- 2. To be transferred to:
 - A. Account Name Tree Warden
 - B. Account #: 01294
- 3. Present balance in budget \$2,137.21
- 4. The amount requested will be used for (please attach supporting information):
to pay remaining FY19 wages and services
- 5. The expense is extraordinary or unforeseen for the following reason(s):
Five 130 foot tall dead pine trees were removed from Pierce Ave which required a crane, stump grinding and tree removal and looming and seeding at a total cost of \$6,600

Muller 4-30-19

Date 4/30/2019 Elected Official or Department Head

* BASED ON ACTUAL BILLS

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: \$ _____

Date of Meeting: _____ Number Present/Voting _____

_____ Chairman

Section III Action by Finance Committee

Transfer Approved: YES NO

Amount Approved: \$ _____

Date of Meeting: _____ Number Present/Voting _____

_____ Chairman

FOR 2019 10

JOURNAL DETAIL 2019 1 TO 2019 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>01294 52000 SERVICES</u>							
2019/04/000062 10/01/2018 API	2,000.00	VND 001612 VCH			PINARD LANDSCAPING I 4 SUNSET MAPLES AYER ROTARY		79384
2019/04/000062 10/01/2018 API	500.00	VND 001612 VCH			PINARD LANDSCAPING I STUMP GRINDING JACKSON ST		79384
2019/04/000216 10/15/2018 API	2,000.00	VND 001612 VCH			PINARD LANDSCAPING I TREE PLANTING 10-4-18		79531
2019/04/000223 10/15/2018 API	50.99	VND 003004 VCH			VERIZON WIRELESS 285875377-00002		79565
2019/05/000137 11/13/2018 API	50.99	VND 003004 VCH			VERIZON WIRELESS 285875377-00002		79919
2019/05/000142 11/13/2018 API	3,000.00	VND 001149 VCH			FLAGG, H. M. TREE REMOVAL VARIOUS LOCATIONS		
2019/05/000297 11/30/2018 APM	-3,000.00	VND 001149 VCH			FLAGG, H. M. TREE REMOVAL VARIOUS LOCATIONS		
2019/06/000138 12/10/2018 API	300.00	VND 001612 VCH			PINARD LANDSCAPING I TREE REMOVAL PLEASANT * W MAIN		80206
2019/06/000138 12/10/2018 API	3,000.00	VND 003149 VCH			FLAGG, H. M., INCORP TREE WORK VARIOUS ROADS		80279
2019/06/000145 12/10/2018 API	50.99	VND 003004 VCH			VERIZON WIRELESS 285875377-00002		80272
2019/07/000105 01/07/2019 API	50.99	VND 003004 VCH			VERIZON WIRELESS 285875377-00002		80853
2019/08/000289 02/19/2019 API	51.49	VND 003004 VCH			VERIZON WIRELESS 285875377-00002 INV 9823046396		81330
2019/09/000073 03/04/2019 API	3,000.00	VND 003149 VCH			FLAGG, H. M., INCORP TREE WORK W MAIN STREET		81564
2019/09/000073 03/04/2019 API	3,000.00	VND 003149 VCH			FLAGG, H. M., INCORP TREE WORK W MAIN ST AND GROTON		81564
2019/09/000279 03/18/2019 API	3,000.00	VND 003149 VCH			FLAGG, H. M., INCORP TREE WORK LINCOLN ST AND SANDY		81722
2019/09/000284 03/18/2019 API	88.98	VND 003004 VCH			VERIZON WIRELESS 285875377-00002 INV 9824997065		81716
2019/10/000089 04/01/2019 API	4,800.00	VND 003149 VCH			FLAGG, H. M., INCORP TREE WORK SNAKE HILL ROAD & PI		81885

53100 POLICE DETAILS

01294 53100 POLICE DETAILS	2,000	2,000	2,081.10	.00	.00	-81.10	104.1%*
<u>2019/01/000389 07/01/2018 BUC</u>							
2019/01/000389 07/01/2018 BUC	2,000.00	REF			ORIGINAL BUDGET 2019		
2019/03/000052 09/04/2018 API	198.20	VND 000001 VCH			AYER, TOWN OF POLICE DETAIL - FITCHBURG ROAD		78863
2019/03/000193 09/17/2018 API	297.30	VND 000001 VCH			AYER, TOWN OF POLICE DETAIL TREE WARDEN 8/17		79167
2019/06/000138 12/10/2018 API	396.40	VND 000001 VCH			AYER, TOWN OF POLICE DETAIL 110118		80128
2019/09/000073 03/04/2019 API	792.80	VND 000001 VCH			AYER, TOWN OF POLICE DETAIL - TREE WARDEN 02		81456
2019/09/000279 03/18/2019 API	396.40	VND 000001 VCH			AYER, TOWN OF POLICE DETAIL PARK STREET - TR		81653

54000 PURCHASE OF SUPPLIES

01294 54000 SUPPLIES	1,000	1,000	139.88	.00	.00	860.12	14.0%
<u>2019/01/000389 07/01/2018 BUC</u>							
2019/01/000389 07/01/2018 BUC	1,000.00	REF			ORIGINAL BUDGET 2019		
2019/02/000316 08/20/2018 API	67.91	VND 007029 VCH			HARVARD OUTDOOR 7727011		78842
2019/04/000357 10/29/2018 API	71.97	VND 000052 VCH			AMAZON.COM CREDIT 60457 8781 032689 8 PO 25957,		79676

55400 PUBLIC WORKS SUPPLIES

01294 55400 EQUIPMENT/SUPPLIES	3,000	3,000	.00	.00	.00	3,000.00	.0%
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FOR 2019 10

JOURNAL DETAIL 2019 1 TO 2019 10

			ORIGINAL	REVISED	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT
			APPROP	BUDGET				BUDGET	USED
<u>001 GENERAL FUND</u>									
<u>01294 TREE WARDEN</u>									
<u>51110 WAGES</u>									
01294	51110	TREE WARDEN, WAGES	16,201	16,201	7,692.40	384.62	.00	8,508.60	47.5%
2019/01/000143	07/17/2018	GNI	384.62	REF W19-01				07/19/201	
2019/01/000344	07/31/2018	GNI	384.62	REF W19-02				08/02/201	
2019/01/000389	07/01/2018	BUC	16,201.00	REF			ORIGINAL BUDGET 2019		
2019/02/000328	08/16/2018	GNI	384.62	REF W19-03				08/16/201	
2019/02/000375	08/30/2018	GNI	384.62	REF 19-04				08/30/201	
2019/03/000117	09/13/2018	GNI	384.62	REF 19-05				09/13/201	
2019/03/000267	09/25/2018	GNI	384.62	REF 19-06				09/27/201	
2019/04/000111	10/09/2018	GNI	384.62	REF 19-07				10/11/201	
2019/04/000275	10/23/2018	GNI	384.62	REF 19-08				10/25/201	
2019/05/000068	11/06/2018	GNI	384.62	REF 19-09				11/08/201	
2019/05/000219	11/20/2018	GNI	384.62	REF 19-10				11/21/201	
2019/06/000044	12/04/2018	GNI	384.62	REF 19-11				12/06/201	
2019/06/000236	12/18/2018	GNI	384.62	REF 19-12				12/20/201	
2019/06/000385	12/31/2018	GNI	384.62	REF 19-13				01/03/201	
2019/07/000204	01/15/2019	GNI	384.62	REF 19-14				01/17/201	
2019/07/000369	01/09/2019	GNI	384.62	REF 19-15				01/31/201	
2019/07/000371	01/09/2019	GRV	-384.62	REF 19-15				01/31/201	
2019/07/000373	01/29/2019	GNI	384.62	REF 19-15				01/31/201	
2019/08/000187	02/12/2019	GNI	384.62	REF 19-16				02/14/201	
2019/08/000342	02/26/2019	GNI	384.62	REF 19-17				02/28/201	
2019/09/000185	03/12/2019	GNI	384.62	REF 19-18				03/14/201	
2019/09/000437	03/28/2019	GNI	384.62	REF W19-19				03/28/201	
2019/10/000178	04/09/2019	GNI	384.62	REF W19-20				04/11/201	
<u>52000 PURCHASE OF SERVICES</u>									
01294	52000	SERVICES	22,000	22,000	32,565.41	4,800.00	.00	-10,565.41	148.0%*
2019/01/000389	07/01/2018	BUC	22,000.00	REF			ORIGINAL BUDGET 2019		
2019/02/000316	08/20/2018	API	3,000.00	VND 003149 VCH	FLAGG, H. M., INCORP	TREE REMOVAL WESTFORD AND HARV		78759	
2019/02/000323	08/20/2018	API	50.99	VND 003004 VCH	VERIZON WIRELESS	285875377-00002		78754	
2019/03/000193	09/17/2018	API	3,049.00	VND 001612 VCH	PINARD LANDSCAPING I	STUMP GRINDING - 9/14/18		79216	
2019/03/000193	09/17/2018	API	3,000.00	VND 003149 VCH	FLAGG, H. M., INCORP	TREE WORK - ROTARY		79250	
2019/03/000200	09/17/2018	API	50.99	VND 003004 VCH	VERIZON WIRELESS	285875377-00002		79244	
2019/04/000062	10/01/2018	API	1,470.00	VND 000072 VCH	CURTIS STUMP GRINDIN	VARIOUS TOWN WIDE STUMP GRINDI		79351	

FOR 2019 10

JOURNAL DETAIL 2019 1 TO 2019 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01294 55400 EQUIPMENT/SUPPLIES 2019/01/000389 07/01/2018 BUC	3,000.00	REF				ORIGINAL BUDGET 2019	
<u>57000 OTHER CHARGES & EXPENSES</u>							
01294 57000 OTHER CHARGES & EXPENS	500	500	85.00	85.00	.00	415.00	17.0%
2019/01/000389 07/01/2018 BUC	500.00	REF				ORIGINAL BUDGET 2019	
2019/10/000089 04/01/2019 API	85.00	VND 002075 VCH		MTWFA		MARK DIXON MEMBERSHIP DUE 2019	81860
TOTAL GENERAL FUND	44,701	44,701	42,563.79	5,269.62	.00	2,137.21	95.2%
TOTAL EXPENSES	44,701	44,701	42,563.79	5,269.62	.00	2,137.21	
GRAND TOTAL	44,701	44,701	42,563.79	5,269.62	.00	2,137.21	95.2%

** END OF REPORT - Generated by kerry **

384.62
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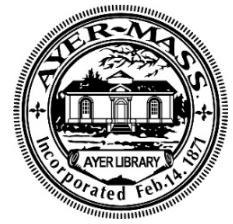
 2307.72

PAY FOR ME

2307.72
 CURTIS STUMP GRINDING \$ 800.⁰⁰
 PINARD LANDSCAPING \$ 1000.⁰⁰ PIERCE AVE
 PINARD LANDSCAPING \$ 200.⁰⁰ SHAKER RD.
 VERIZON PHONE Bill ~~\$ 150.⁰⁰~~
 225-

4532.72 - 2137.21 = 2395.51 Round # 2400

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



Broadcast and Recorded by APAC

Wednesday April 10, 2019
Open Session Meeting Minutes

BOS Present: Jannice L. Livingston, Chair; Christopher R. Hillman, Vice – Chair; Scott A. Houde, Clerk

Also Present: Robert A. Pontbriand, Town Manager
Carly M. Antonellis, Assistant Town Manager
Attorney Gregg Corbo, KP Law, Town Counsel

Call to Order: J. Livingston called the meeting to order at 6:00 PM.

S. Houde opened the Public Hearing by reading the Public Hearing Notice as follows: The Board of Selectmen will hold a public hearing in accordance with Massachusetts General Laws, Chapter 140, Section 157, to determine whether the dog known as "Tiger" is Nuisance Dog or Dangerous Dog as those terms are defined in said statute.

Attorney Gregg Corbo stated that the BOS is holding the hearing pursuant to MGL c.140, section 157. The BOS must first make a determination, based on the evidence, if the dog is a nuisance and/or dangerous. Second, if the BOS finds that the dog is a nuisance and/or dangerous, what orders of restraint should be issued. The hearing will proceed in 3 parts. The BOS will first hear complaints against the dog; then will hear from people who are in favor of the dog and then will deliberate and decide, based on the evidence, if the dog is a nuisance or dangerous. If the dog is deemed dangerous, the BOS must then issue orders accordingly.

G. Corbo asked all those wishing to speak to stand and be sworn in.

Ms. Brenda Alcott, 43A Longview Circle, the complainant, addressed the BOS. She stated that she walks her 45 pound dog named Gunner both morning and night and she has seen Conor LaHiff's dog "Tiger" off leash numerous times and has reported it to the property management company. She stated that there were two instances where she had to pick her dog up because Tiger was "on the attack". She then stated there were two additional times in which the dogs made contact. After the first of these instances, her dog Gunner had to be placed on anti-inflammatory medicine due to minor injuries he sustained from Tiger. The second time Tiger was off leash and attacked both Gunner and Ms. Alcott and were bitten. After this instance, Ms. Alcott went to the Police Department to file a complaint. Ms. Alcott's Attorney has tried to get Mr. LaHiff's homeowners insurance information, because of the cost of the vet and medical bills, but he has refused to provide it. Ms. Alcott said she doesn't want Mr. LaHiff to lose the dog, but she wants him to follow the rules. Ms. Alcott then played an audio tape of Tiger off leash and attacking another dog. Ms. Alcott then showed pictures of her bite wound to the BOS.

Mr. Kevin Callan, President of the Board of Trustees for the Willow Condo Association has issued violations 3 different times to Mr. LaHiff for his dog being off-leash. He stated that on March 8, 2019 the dog was given a quarantine order by the Animal Control Officer and that if it was outside the home, the dog has to be muzzled. He reported instances in which he saw Tiger with no leash or muzzle after the quarantine order. He also reported that Tiger attacked two pugs belonging to Ms. Nancy Tonelli, but it was not reported to the Police Department.

Ms. Kathy Werst, 31 Longview Circle stated that she lives directly across the street from Mr. LaHiff and she has been woken up on two occasions by the sound of Tiger attacking other dogs.

Ms. Theresa Ruisi, 36A Longview Circle heard Tiger attack Ms. Alcott and has observed him many times off-leash.

Mr. Paul Werst, 31 Longview Circle stated he has similar experiences seeing Tiger off-leash and he witnessed the attack on Ms. Alcott and her dog Gunner.

The Ayer Animal Control Officer, Julie Thomas reported she met Ms. Alcott at the Police Station on March 8, 2019, the day Ms. Alcott and her dog were attacked. Ms. Alcott reported to Ms. Thomas that she was trying to break up the fight between Tiger and Gunner and was bitten on the calf. Ms. Thomas stated that Mr. LaHiff reported to her that the dog escaped from the house that morning. Ms. Thomas stated she informed Mr. LaHiff of the bites sustained by Ms. Alcott and Gunner and he stated to her he didn't believe it. Ms. Thomas informed Mr. LaHiff that the dog would need to be quarantined, and issued him a citation for not having the dog on the leash. Ms. Thomas stated that when she went to lift the quarantine order on Tiger, she did not observe Tiger as aggressive.

Mr. Conor LaHiff, 34A Longview Circle, stated that on the morning of the incident he went to leave and bring Tiger to daycare and that she got out without her leash. He stated the event involving Tiger and Gunner lasted about 60 seconds. He said that Tiger was tender around the ribs after the incident and attributed it to being kicked. Mr. LaHiff reported that he brings Tiger to Stand By Me Daycare in Salisbury where she is for 10 hours a day, 5 days a week. Mr. LaHiff read a statement from the owner of the daycare stating that Tiger is one of the best-behaved dogs and has never had any issues with any dogs or humans while at daycare.

The General Manager at Stand By Me Daycare also sent a statement saying that Tiger is her favorite dog at the daycare and looks forward to when Tiger stays overnight.

J. Livingston stated that she is glad that Tiger attends daycare so she is not left inside alone during the day. She then asked Mr. LaHiff if he asked if anyone was hurt due to the incident. And he stated that he just picked up his dog and left and was fearful to ask if Ms. Alcott was ok because she was screaming at him.

S. Houde asked the age of Tiger. Mr. LaHiff responded that the dog is three and that she is a mix of Chinese Sharpei and Bassett Hound.

Mr. LaHiff stated that he tried to follow the quarantine order as best as he could and that the previously reported incident involving the two pugs never happened.

C. Hillman asked Mr. LaHiff if he understood the severity of the complaint. Mr. LaHiff responded that he did. C. Hillman then explained that the leash law was for the protection of other dogs, people and for the protection of Tiger.

S. Houde stated that there seems to be a pattern of irresponsible dog ownership.

Ms. Michele Allen of Gemini Dogs in Littleton spoke in favor of the dog. Tiger used to attend Gemini Dogs and Ms. Allen stated she never had one incident with Tiger. She asked the Board not to euthanize Tiger.

Ms. Michelle Doucette did the initial intake of Tiger at Gemini in 2016. She stated that Tiger has always been a well-behaved dog and the issue sounds like a "handling" issue. She also asked the BOS to avoid euthanizing Tiger and to consider placing restrictions.

Mr. Duncan Brown, 47B Longview Circle asked while under the quarantine order did Tiger still attend daycare in Salisbury. Mr. LaHiff replied yes.

Ms. Joycelyn Gallego-Hekkala, 37 Longview Circle said she was offended that Mr. LaHiff referred to the neighbors as liars.

Mr. Callan stated that Alpine Property Management sent six letters to Mr. LaHiff regarding Tiger and he has never responded to him.

G. Corbo stated that the BOS should now discuss and deliberate to first make the determination if the dog is a nuisance dog or a dangerous dog and then if it is deemed as such what orders can be issued.

C. Hillman said he is still concerned that Mr. LaHiff did not understand the severity or the issue.

S. Houde stated that it appears to be irresponsible dog ownership and ignorance of law. He also added that there appeared to be a pattern and that residents are fearful of the dog, given its aggressive nature.

J. Livingston stated that she has been a dog owner nearly all her life and that dogs aren't always dangerous but they can become dangerous due to a negligent owner. She asked Counsel to provide the list of options for the BOS if the dog was declared dangerous. G. Corbo referenced MGL Chapter 140, Section 157.

C. Hillman asked what would happen if the dog owner didn't comply. G. Corbo again referenced MGL Chapter 140, Section 157 and said that the BOS can seize and impound the dog.

Motion: A motion was made by C. Hillman and seconded by S. Houde that based on the facts introduced at this public hearing, including but not limited to sworn witness testimony of Brenda Alcott and the facts set forth in the Ayer Police Incident Report dated March 8, 2019, that the dog owned by Conor LaHiff and known as Tiger is a dangerous dog. **Motion approved 3-0.**

Motion: A motion was made by S. Houde and seconded by C. Hillman that based on the Board's finding that the dog owned by Conor LaHiff and known as Tiger is a dangerous dog, that the Board issue the following order, that the dog known as Tiger shall be on a leash and muzzled at all times while outside. **Motion passed 3-0.**

J. Livingston asked Mr. LaHiff to come forward and she explained the leash and muzzle order to him. The order goes into effect right now and it applies to public and private property. Mr. LaHiff said he understood. Mr. LaHiff stated he would also give his homeowner's insurance information to Ms. Alcott.

Adjournment:

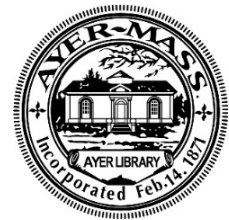
Motion: A motion was made by S. Houde and seconded by C. Hillman to adjourn at 7:53 PM. **Motion passed 3-0.**

Minutes Recorded and Submitted by Carly M. Antonellis, Assistant Town Manager

Date Minutes Approved by BOS: _____

Signature Indicating Approval: _____

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



Broadcast and Recorded by APAC

Tuesday April 16, 2019
Open Session Meeting Minutes

BOS Present: Jannice L. Livingston, Chair; Christopher R. Hillman, Vice – Chair; Scott A. Houde, Clerk

Also Present: Robert A. Pontbriand, Town Manager
Carly M. Antonellis, Assistant Town Manager

Call to Order: J. Livingston called the meeting to order at 7:01 PM.

Pledge of Allegiance: BOS members and meeting attendees stood and recited the Pledge of Allegiance.

Approval of Agenda:

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

Announcements: J. Livingston announced the following:

- The Annual Town Election will take place Monday April 22, 2019 in the Great Hall of Town Hall. The polls will open at 7:00 AM and close at 8:00 PM.
- The Ayer Parks Department will be hosting an Easter Egg Hunt on Saturday April 20, 2019 at 12:00 PM at Pirone Park.
- The Annual Town Meeting will take place on Monday May 13, 2019 at 7:00 PM in the auditorium of the Ayer Shirley Regional High School, 141 Washington Street.

Public Input: None

Approval of USDA loan and Signing of Associated Paperwork – East Main Street: Treasurer/Tax Collector Ms. Barbara Tierney was joined by Town of Ayer Bond Counsel Peter Frazier. B. Tierney is seeking authorization to borrow \$1,245,351 for the East Main Street Water and Sewer Main Improvement project. The total amount of federal aid expected to be received for the project is \$327,800.

Motion: S. Houde made the following motion, that was seconded by C. Hillman: “that the sale of the following 2.875 percent Bond of the Town dated May 3, 2019 (the “Bond”), \$1,230,352 Water and Sewer Bond payable in annual principal installments of \$34,177 on May 3 in each of the years 2020 through 2054, inclusive and \$34,157 on May 3, in the year 2055 with interest thereon calculated from May 3, 2019, to the United States of America, acting through the Rural Utilities Service, United States Department of Agriculture at par and accrued interest, if any, is hereby confirmed. The board hereby covenants with the registered owner from time to time of the Bond that the Town shall maintain rates and charges for the use of the Town’s water and sewer systems in an amount which, together with other available funds, shall be sufficient to pay all costs of operating the systems and the entire principal of and interest on the Bond and all other indebtedness of the Town incurred for municipal water and sewer purposes as they become due. The Bond shall nevertheless be a general obligation of the Town, payable from any of its available revenues, including revenues derived from ad valorem taxes levied in accordance with the law upon all taxable property in the Town, subject to the limit imposed by Chapter 59, Section 21C of the General Laws.

Further Voted: that the annual installment amounts may be subsequently amended by the United States of America, acting through the Rural Utilities Service, United States Department of Agriculture, to make minor rounding or computation adjustments, and we hereby authorize the Treasurer to approve such minor changes in the payment schedule, provided that the principal amount, interest rate and term of the Bond remain unchanged.

Further Voted: that the Bond shall be subject to redemption upon such terms and conditions as are set forth in the Bond.

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

Public Hearing – National Grid – Petition for Pole and Wire Location (No. 14704433) – Pearl Street: S. Houde opened the public hearing at 7:10 PM. A representative from National Grid explained that a support push brace pole needs to be installed on an existing pole on Pleasant Street.

Motion: A motion was made by C. Hillman and seconded by S. Houde to approve National Grid Pole Petition #14704433. **Motion passed 3-0.**

Motion: A motion was made by J. Livingston and seconded by S. Houde to close the Public Hearing at 7:11 PM. **Motion passed 3-0.**

Joint Appointment of Ayer Shirley Regional School District Committee Member: BOS members were joined by Ayer Shirley Regional School District School Committee members Ms. Cheryl Simmons and Ms. Michelle Granger for the purposes of filling a vacancy on the School Committee left by Mr. Dan Gleason's resignation. There is one applicant for the position, Mr. Joe Leone. Mr. Leone introduced himself – he is retired former educator and coach with over 46 years of experience.

Motion: A motion was made by C. Hillman and seconded by M. Granger to appoint Mr. Joe Leone to the Ayer Shirley Regional School Committee until the next election in April of 2020. **Motion passed 5-0.**

M. Granger, C. Simmons, BOS members and R. Pontbriand thanked Mr. Gleason for his 11 years of dedicated service to the Ayer Shirley Regional School Committee.

Dr. Mary Malone, Superintendent of Schools: *Ratification of E/D Funding* – Dr. Malone was joined by Mr. Bill Plunkett, Director of Finance. Dr. Malone also thanked Mr. Gleason for his distinguished service as a School Committee member. Dr. Malone explained that the Department of Revenue informed the school district of a procedural error relating to the certification of the District's FY '18 Excess and Deficiency fund. The School Committee has voted to amend the budget to properly record the transfer. Dr. Malone asked that the BOS waive the 45-day waiting period and approve a letter by the BOS Chair and Town Manager. Dr. Malone further explained that this is a procedural error and that it does not impact the FY 2019 Assessments to the Towns.

Motion: A motion was made by S. Houde and seconded by C. Hillman to confirm that the Ayer Board of Selectmen have received notification from the ASRSD School Committee and that approved an amendment to their FY 2019 Budget on April 10, 2019 which properly presents the transfers from E&D as voted by the ASRSD School Committee on March 6, 2018 to the Capital Stabilization Fund, Special Education Reserve Fund, and OPEB Contribution Account as funded by E&D and as an expenditure from the General Fund; and further that the BOS has determined that because this was a procedural correction with no change in the assessment to member towns, to waive the 45-day consideration of the amended budget. **Motion passed 3-0.**

Application for Class II Used Auto Cars License: *Mr. Carlos Obregon, 1 Bishop Road* – Mr. Obregon was in attendance and appeared before the BOS seeking a Class II Used Auto Cars License for Ultimate Car Care to be located at 1 Bishop Road. The BOS reviewed the license application, as well as, interdepartmental review forms for the license. There were no concerns with the license application from the BOS.

Motion: A motion was made by C. Hillman and seconded by S. Houde to approve the Class II Used Auto Cars License for Mr. Carlo Obregon, 1 Bishop Road, Ayer for Ultimate Car Care. **Motion passed 3-0.**

Ms. Alicia Hersey, Program Manager, Community Development Program Manager: *Approval of FY'18 Housing Rehab Program Income* - A. Hersey provided a brief overview of the request for approval of the FY 2018 Housing Rehab Program Income as presented in her memo in the BOS meeting packet.

Motion: A motion was made by C. Hillman and seconded by S. Houde to approve the FY 2018 Housing Rehab Program Income as presented by A. Hersey and set forth in her memo. **Motion passed 3-0.**

Supt. Mark Wetzel, Department of Public Works: *Spectacle Pond PFAS Update* – M. Wetzel provided an update to the BOS on the impending DEP Water Rule change for PFAS from 70 PPT to 20 PPT and the impacts that will have in putting Spectacle Pond above the legal, allowable PFAS limit. M. Wetzel is currently working with the DEP to get more information including an action plan to address the PFAS limit at Spectacle Pond. Ultimately the long term solution would be a similar PFAS filtration plant as the one being developed for Grove Pond. In the short term there may be the need for \$300,000 from UDAG Funds to start the process. He is looking at potentially providing home water filters for vulnerable populations in the short term.

J. Livingston state that Congresswoman Trahan was recently in Ayer and is very understanding and supportive of the PFAS water issues facing Ayer.

C. Hillman asked what the source of contamination at Spectacle Pond was. M. Wetzel stated it is not known for sure but he has some potential theories. Additionally, the Littleton water supply has not been tested for PFAS to date.

The BOS thanked M. Wetzel for his update and to keep the BOS updated moving forward.

National Telecommunicators Week: At the request of Police Chief Murray, J. Livingston read a citation into the record recognizing all of the Dispatchers of the Ayer Shirley Regional Dispatch Center for National Telecommunicatros Week. J. Livingston, on behalf of the BOS, publically thanked them for all of their hard work and dedication to the Towns of Ayer and Shirley.

Joint Meeting of the BOS and Finance Committee to Review and Approve FY '2020 Budget and May 13, 2019 Annual Town Meeting Warrant: Patrick Diamond, Chair of the Ayer Fin Com called the five members of the Ayer Fin Com to Order.

R. Pontbriand recommended that the Joint Meeting of the BOS and Fin Com review the FY 2020 Budget and then vote to approve the FY 2020 Budget. He then proposed that the BOS and Fin Com review the Annual Town Meeting Warrant for May 13, 2019 and the Fin Com take a vote or votes on their recommendations with respect to the financial articles and finally the BOS take a vote to approve the Annual Town Meeting Warrant for May 13, 2019. The Joint Meeting agreed with this approach.

R. Pontbriand presented the final FY 2020 Budget to the Joint Meeting and made a brief presentation providing an overview and highlights of the major components of the FY 2020 Budget. The FY 2020 Omnibus Budget is \$15,127,722 which represents an increase of \$793,028 or a 5.53% increase over FY 2019. The budget contains no new personnel positions and uses \$198,184 of Free Cash. The budget is balanced and funds all municipal departments; provides \$300,000 for OPEB; \$180,000 in capital stabilization; \$10,698 in stabilization and is a strong budget that moves the Town forward while investing in the future. An overview of the principal FY 2020 budget drivers was presented, as well as an analysis on the uses of free cash for FY 2020.

The Joint Committee reviewed the FY 2020 Omnibus Budget.

S. Houde thanked everyone involved in the FY 2020 Budget. He stated that we have had the most productive Bi-Board meetings this year. He did state that the increase of 5.53% in the budget warrants a very close look at the issues of financial sustainability moving forward. He also stated that he would advise using more conservative figures moving forward for revenue estimates.

R. Pontbriand provided an overview of the Annual Town Meeting Warrant for May 13, 2019 providing key highlights on the various warrant Articles. There is the need for a Special Town Meeting prior to the Annual

Town Meeting for two articles, one a past year bill for the DPW Streetlight project and a supplemental appropriation in the amount of \$50,000 for the Solid Waste Enterprise Fund. The Annual Town Meeting Warrant contains 38 Articles and 2 Citizens' Petitions.

The Joint Committee reviewed the Special and Annual Town Meeting Warrants for May 13, 2019.

M. Selby of the Fin Com asked about the warrant articles for the union contract funding and if the financial impact for all three years would be presented.

R. Pontbriand stated that the union contract funding articles are for the first year contract costs and that he will provide a brief presentation showing the cost impacts for all three years of the contracts at Town Meeting, as he has done in the past.

J. Livingston stated that the warrant and budget review process ran very smoothly.

Motion: G. Ketcham of the Fin Com made a motion for the Fin Com to recommend all of the financial articles including the FY 2020 Omnibus Budget as presented in the warrant. The motion was seconded by M. Smith. **Motion passed 5-0.**

Motion: Selectman Houde made a motion for the BOS to approve the Special and Annual Town Meeting Warrants for May 13, 2019 as presented to include the FY 2020 Omnibus Budget and further moved that the BOS recommend the following Articles which are not sponsored by the BOS: Articles 7,8,9,31,32,33,34. The motion was seconded by Selectman Hillman. **Motion passed 3-0.**

R. Pontbriand thanked the Joint Committee for their support of the FY 2020 Budget and the Town Meeting Warrants. The warrant will be posted and go to print on April 19, 2019. The Administration will now be working on outreach for the Town Meeting on May 13, 2019.

Motion: P. Diamond of the Fin Com made a motion to adjourn the Fin Com for the evening. The motion was seconded by M. Smith. **Motion passed 5-0.**

The Fin Com adjourned at 8:55pm.

Town Manager's Report: *Administrative Update/Review of Warrant(s)* – R. Pontbriand referenced the Town Warrants in the meeting packet that he reviewed, approved and signed since the BOS last met. He stated that the primary focus of the Administration is preparing for Town Meeting. He would like to discuss with the BOS at the May 21, 2019 Meeting a review of the past year's efforts regarding the budget process and plans for the FY 2021 process.

Devens Framework Committee –R. Pontbriand stated that he would recommend the proposed Devens Framework Committee which would consist of a Selectman, Town Manager, and third designee from each of the three Town to interface with MassDevelopment on the Devens Disposition Study. Since Ayer does not have a citizen's committee yet, he proposed the Director of Community and Economic Development as Ayer's third member.

The BOS agreed with this structure and would further discuss who the Selectman representative will be at a future BOS meeting.

New Business/Selectmen's Questions: *Proposed Homeless Shelter (Selectman Hillman)*- C. Hillman stated his concerns to a proposed homeless shelter in Ayer. Ayer is not a city like Lowell or Lawrence and we do not have a homeless problem that warrants opening a homeless shelter in Ayer. He would like to know what the actual homeless census in Ayer is.

R. Pontbriand stated that the proposed homeless shelter is the idea of a private resident, Mr. Steve Wentzel. This proposal is not a Town proposal nor does the Town have an official position on this idea. Additionally, a homeless shelter has to follow very specific state regulations, as well all of our local codes, etc.

C. Hillman stated that this is not a good idea and not in the best interests of Ayer. He stated further, I have nothing against the homeless population but Ayer does not need a homeless shelter. This will just create more negative problems for the Town.

J. Livingston asked what the status on the Central Ave/Groton Harvard Road Intersection improvements was. She asked if it could become a four-way stop. The Town needs to make progress sooner than later on improving this intersection. R. Pontbriand stated that he would check with DPW on the status of the interim improvements as well as the idea of a four-way stop and report back to the BOS.

Approval of Meeting Minutes:

Motion: A motion was made by J. Livingston and seconded by S. Houde to approve the meeting minutes from March 27, 2019 and April 2, 2019. **Motion passed 3-0.**

Adjournment:

Motion: A motion was made by S. Houde and seconded by C. Hillman to adjourn at 9:19 PM. **Motion passed 3-0.**

Minutes Recorded and Submitted by Carly M. Antonellis, Assistant Town Manager

Date Minutes Approved by BOS: _____

Signature Indicating Approval: _____

DRAFT

From: [Barbara Tierney](#)
To: [Carly Antonellis](#)
Cc: [Robert Pontbriand](#); [Lisa Gabree](#)
Subject: BOS May 7th meeting
Date: Thursday, May 02, 2019 8:15:36 AM
Attachments: [Selectmen Vote - Ayer Bonds 05-16-2019-c.doc](#)

Good Morning:

Below is a summary for the BOS agenda. The vote that needs to be read is attached, in case you would like to include it in the packet.

8,740,000 General Obligation Bonds dated May 16, 2019

On May 1, 2019, the Town sold a \$8,740,000 25-year General Obligation Bond issue. FTN Financial Capital Markets was the winning bidder on the Bonds with an average interest rate of 2.55%. Bond proceeds will be used to finance various municipal projects that were previously outstanding in short term notes.

Sincerely,

Barbara Tierney, CMMT
Town of Ayer
Treasurer/Tax Collector
btierney@ayer.ma.us
978-772-8209

VOTE OF THE BOARD OF SELECTMEN

I, the Clerk of the Board of Selectmen of the Town of Ayer, Massachusetts (the “Town”), certify that at a meeting of the board held May 7, 2019, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: that the maximum useful life of the departmental equipment listed below to be financed with the proceeds of the borrowing authorized by the vote of the Town passed May 14, 2018 (Article 13) is hereby determined pursuant to G.L. c.44, §7(1) to be as follows:

<u>Purpose</u>	<u>Borrowing Amount</u>	<u>Maximum Useful Life</u>
Ambulance	\$300,000	10 Years

Further Voted: that the sale of the \$8,740,000 General Obligation Municipal Purpose Loan of 2019 Bonds of the Town dated May 16, 2019 (the “Bonds”), to FTN Financial Capital Markets at the price of \$9,474,239.21 and accrued interest is hereby approved and confirmed. The Bonds shall be payable on May 15 of the years and in the principal amounts and bear interest at the respective rates, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2020	\$580,000	5.00%	2030	\$345,000	3.00%
2021	560,000	5.00	2031	345,000	3.00
2022	540,000	5.00	2032	345,000	3.00
2023	525,000	5.00	2033	345,000	3.00
2024	520,000	5.00	2034	345,000	3.00
2025	395,000	5.00	2035	345,000	3.00
2026	395,000	5.00	2036	345,000	3.00
2027	390,000	5.00	2037	345,000	3.00
2028	390,000	5.00	2038	345,000	3.00
2029	370,000	3.00	2039	345,000	3.05

Further Voted: that the Bonds maturing on May 15, 2041 and May 15, 2044 (each a “Term Bond”) shall be subject to mandatory redemption or mature as follows:

Term Bond due May 15, 2041

<u>Year</u>	<u>Amount</u>
2040	\$125,000
2041*	125,000

*Final Maturity

Term Bond due May 15, 2044

<u>Year</u>	<u>Amount</u>
2042	\$125,000
2043	125,000
2044*	125,000

*Final Maturity

Further Voted: that in connection with the marketing and sale of the Bonds, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated April 24, 2019, and a final Official Statement dated May 1, 2019 (the “Official Statement”), each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Bonds shall be subject to redemption, at the option of the Town, upon such terms and conditions as are set forth in the Official Statement.

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

Further Voted: that we authorize and direct the Town Treasurer to establish post issuance federal tax compliance procedures and continuing disclosure procedures in such forms as the Town Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Bonds and to comply with relevant securities laws.

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

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting

(which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal [building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b) at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the Bonds were taken in executive session, all in accordance with G.L. c.30A, §§18-25, as amended.

Dated: May 7, 2019

Clerk of the Board of Selectmen

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