

Town of Ayer  
Board of Selectmen  
Ayer Town Hall – 1<sup>st</sup> Floor Meeting Room  
Ayer, MA 01432



**Tuesday February 6, 2018**  
**Executive Session Meeting Agenda**

**6:00 PM**

**Call To Order**

**Executive Session pursuant to G.L. c. 30A, sec. 21(a)**

1. Exemption #3 (Litigation Strategy) 66 Westford Road

**Open Session Meeting Agenda**

**7:00 PM**

**Reconvene in Open Session**

Pledge of Allegiance; Review and Approve Agenda; Review of Warrant(s);  
Announcements

**Moment of Silence in Memory of Dispatcher Victoria Roche**

**7:05 PM\***

**Public Input**

**Mr. Irving Rockwood, Sandy Pond School Association**

1. Letter of Support

**7:10 PM**

**Mr. Alan Manoian, Director of Community and Economic  
Development and Ms. Alicia Hersey, Program Manager**

1. BOS Approval of FY18 CDBG Grant Letter of Support

**7:15 PM**

**Town Administrator's Report**

1. Administrative Update
2. Reappointment of the Animal Control Officer
3. FY'19 Budget Update
4. PILOT Agreement Citizens Energy – Landfill Site

**7:25 PM**

**New Business/Selectmen's Questions**

**7:30 PM**

**Approval of Meeting Minutes**

January 23, 2018

**7:35 PM**

**Superintendent Mark Wetzels, Department of Public Works**

Proposed DEP Drinking Water Rule Change/PFAS Issue

**8:00 PM**

**Senator Jamie Eldridge, Representative Jen Benson,  
Representative Sheila Harrington**

**Adjournment**

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

The next regularly scheduled meeting of the Board of Selectmen is Tuesday February 13, 2018 at 7:00 PM with  
the Ayer Shirley Regional School District

BOS LETTERHEAD

[DRAFT]

February 6, 2018

Town of Ayer Community Preservation Committee  
C/o Ms. Janet Providakes, Chair  
1 Main Street  
Ayer, MA 01432

**SUBJECT: Ayer Board of Selectmen Letter of Support for the Sandy Pond Schoolhouse Restoration and Preservation Project Phase I CPC Funding Application**

Dear Ayer Community Preservation Committee,

The Ayer Board of Selectmen are submitting this letter of support for the Sandy Pond School Association's FY 2019 application for Community Preservation Funds under the Historic Preservation Category. The Association's application seeks CPC funding in the amount of \$93,710 (total project costs \$126,676) to be used for Phase I of the restoration of Ayer's historic Sandy Pond Schoolhouse. Phase I will stabilize, restore, and preserve the basic structural integrity of this historic schoolhouse.

The Town has long identified the historic and community importance of the Sandy Pond Schoolhouse. Additionally, it is imperative that the structure be stabilized and historically preserved. The long-term goals of the Association to not only restore and preserve this historic school dating back to 1792 but to utilize this historic schoolhouse for educational, community, and other public events is of great importance to the Town of Ayer. This project is what Community Preservation funds were intended for and is an ideal fit for the historic preservation category.

We strongly support the Association's FY 2019 CPC Application and ask the CPC Committee to act favorably upon this application for funding.

Thank you for your time and consideration.

Sincerely,

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Christopher R. Hillman, Chairman

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Jannice L. Livingston, Vice Chairman

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Gary J. Luca, Clerk

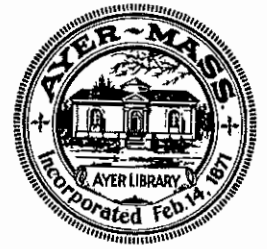
The Ayer Board of Selectmen

Cc: Mr. Irving Rockwood, Sandy Pond School Association

# Town of Ayer

## Department of Planning & Development

Town Hall ♦ One Main Street ♦ Ayer, MA 01432 ♦ 978-772-8221 ♦ 978-772-8208 (fax)



### MEMORANDUM

TO: Board of Selectmen, Robert Pontbriand

FROM: Alan Manoian, Director OCED  
Alicia Hersey, Program Manager

DATE: February 1, 2018

RE: BOS Approval of FY18 CDBG Grant Letter of Support

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Should the BOS vote to proceed with the FY 2018 DHCD State CDBG grant application, our office is requesting a letter of support to be signed by all the Board.

**Request the Board of Selectmen approve and sign a Letter of Support for the FY18 CDF Grant Application.**

# Town of Ayer Board of Selectmen



Town Hall ♦ One Main Street ♦ Ayer, MA 01432  
978-772-8220 ♦ 978-772-3017 (fax) ♦ Town Administrator 978-772-8210

February 6, 2018

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 2018 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 2015 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 lower Pleasant Street, one of the oldest residential streets in Ayer. Pleasant Street includes Pleasant Street School a part of the Ayer's Housing Authority elderly residential housing.
- 2) Rehabilitation of nine units of housing including the following upgrades: energy saving windows, 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 2018 CDBG application. Ayer will be submitting a very ambitious grant application, which will target both Prospect and Oak Street in the historic Grove Pond neighborhood, as well as a continuation of the Ayer Housing Rehabilitation program. The Ayer Board of Selectmen, Administration and Department of Community Development look forward to working with you and your staff.

Sincerely,



**COPY**

Christopher R. Hillman, Chairman

Janice L. Livingston, Vice Chairman



**COPY**

Gary J. Luca, Clerk

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



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

**MEMORANDUM**

**DATE:** February 2, 2018

**TO:** Ayer Board of Selectmen

**FROM:** Robert A. Pontbriand  
Town Administrator

**SUBJECT:** Town Administrator's Report for the February 6, 2018 Board of Selectmen (BOS) Meeting

Dear Honorable Selectmen,

It is my pleasure to transmit to you the following Town Administrator's Report for the February 6, 2018 BOS Meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

Administrative Update:

- I will provide a brief Administrative Update at the meeting regarding the various activities, initiatives, and projects of the Administration since the last BOS Meeting on January 23, 2018.

Reappointment of Animal Control Officer:

- I am respectfully recommending that the BOS reappointment Ms. Julie Thomas of Ayer as the Town's Animal Control Officer for a one-year term effective upon appointment and to expire on December 31, 2018.

FY 2019 Budget Update:

- I will provide a brief FY 2019 Budget Update at the meeting.

PILOT Agreement with Citizens Energy – Landfill Site:

- Attached is the PILOT (Payment In Lieu of Taxes) Agreement between the Town of Ayer and Citizens Energy for the solar field to be developed by Citizens Energy on the Town's capped landfill site. The BOS previously approved the lease agreement with Citizens Energy for this project.
- As the BOS is aware, the lease is for \$26,000 a year payable to the Town. Please refer to the attached spreadsheet(s) discussed with the BOS on September 5, 2017 and included at the end of the attached PILOT Agreement which provides the additional PILOT payment(s). (See Attached).

Attachment.

# THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



## Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114  
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

MATTHEW A. BEATON  
Secretary

JOHN LEBEAUX  
Commissioner



January 8, 2017

Dear Animal Control Supervisor,

In accordance with Massachusetts General Law, Chapter 140, Section 151 (a), the mayor of each city and the board of selectmen of each town shall annually designate an animal control officer ("ACO"), who may be a police officer or constable. The mayor or board of selectmen shall immediately submit to the commissioner of the Massachusetts Department of Agricultural Resources ("Department") the names, addresses and dates of hire of such animal control officer(s).

Enclosed you will find an ACO designation form with prepopulated information from our current database. If there have been any changes to this information, please correct them on the form. If the ACO is no longer employed by your municipality, please check the appropriate box and sign and return the form to us. If the ACO is employed by multiple municipalities, a separate form must be filled out for each municipality. You will fill out a separate form for each ACO (full time, part time, assistant, contractor, etc.) employed by your municipality. An additional blank form is provided for your convenience if you have hired a new ACO who is not presently listed in our database.

**Please return the completed forms to our office by no later than February 1, 2018. Completed forms are to be sent to the following address:**

Massachusetts Animal Fund  
Attn: ACO Designation  
251 Causeway Street, Suite 500  
Boston, MA 02114

Should an ACO leave his or her position mid-year, please notify the Department immediately. Any of the required information pertaining to new hires hired during the year should be submitted on a new designation form immediately upon their hiring.

If you have any questions, please contact us at either [lauren.burbridge@state.ma.us](mailto:lauren.burbridge@state.ma.us) or [sheri.gustafson@state.ma.us](mailto:sheri.gustafson@state.ma.us).

Sincerely,

Lauren Gilfeather Burbridge  
Coordinator  
Massachusetts Animal Fund

Sheri Gustafson  
Spay/Neuter Community Liaison  
Massachusetts Animal Fund

THE COMMONWEALTH OF MASSACHUSETTS  
Massachusetts Animal Fund  
251 Causeway Street, Suite 500  
Boston, MA 02114

**Animal Control Officer Designation 2018**

*In accordance with Massachusetts General Laws Chapter 140, Section 151(a), the mayor of each city and the board of selectmen of each town shall annually designate an animal control officer, who may be a police officer or constable. The mayor or board of selectmen shall immediately submit to the commissioner the names, addresses, and dates of hire of such animal control officers. Please complete or make necessary changes to this form and return to the above address. Please submit one form for each person nominated by February 1, 2018.*

- This ACO is still employed by our municipality       This ACO is no longer employed by our municipality  
 This ACO is employed by multiple municipalities (a form must be filled out for each)

**Animal Control Officer**

Name: Julie Thomas  
Address: 54 Park Street  
Ayer, MA 01432  
Phone: 978-772-8200x559  
Email: aco@ayer.ma.us  
Primary/Asst.:  
FT/PT:  
Date of Hire:

**Animal Control Officer** (Note all changes here)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Primary/Asst.: \_\_\_\_\_  
FT/PT: \_\_\_\_\_  
Date of Hire: \_\_\_\_\_

**Supervisor**

Name: William A. Murray  
Municipal Dept.: Police Department  
Address:  
Phone:  
Email: pdchief@ayer.ma.us

**Supervisor** (note all changes here)

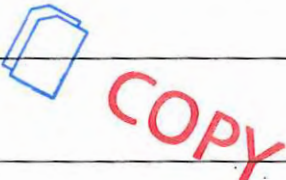
Name: \_\_\_\_\_  
Municipal Dept.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

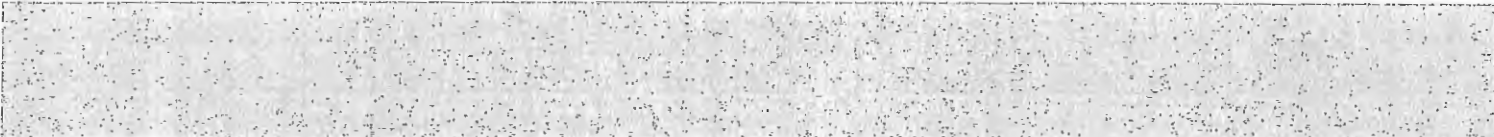
*By signing this form I certify that the above animal control officer has been designated by our municipality to perform the duties described in M.G.L. Chapter 140, Section 151 for the year 2018.*

Signature

Printed Name

Date





## PILOT AGREEMENT

THIS PILOT AGREEMENT (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date") by and between AYER EAST SOLAR LLC, a Massachusetts limited liability company ("Ayer East Solar") and the TOWN OF AYER, a municipal corporation and political subdivision of the Commonwealth of Massachusetts (the "Town").

### RECITALS

WHEREAS, Ayer East Solar and the Town have entered into a Landfill Lease Agreement, dated September 8, 2017 (the "Lease") under the terms of which the Town has leased to Ayer East Solar a portion of the former (now capped) Ayer municipal landfill located at 0 Groton Harvard Road, Ayer, MA, known as Town of Ayer Assessor's Map 13, Lot 3, which leased property is more particularly described in the Lease (the "Leased Property"); and

WHEREAS, Ayer East Solar intends to develop a photovoltaic solar energy project on the Leased Property (the "Project"); and

WHEREAS, Ayer East Solar and the Town, under the authority of M.G.L. c. 59, §38H(b), desire to execute an agreement for payment in lieu of taxes on the Leased Property and Project (collectively, the "Property") in order to otherwise exempt Ayer East Solar from the payment of real and personal property taxes for the Property; and

WHEREAS, Ayer East Solar and the Town have reached this Agreement as the result of good faith negotiations so that the annual payments in lieu of taxes hereunder shall be based on full and fair cash valuation; and

WHEREAS, Ayer East Solar and the Town acknowledge that a comprehensive agreement fixing and maintaining mutually acceptable, reasonable, and accurate in lieu of tax payments for the Property for each fiscal year as set forth in this Agreement is appropriate and serves each party's respective interests.

NOW, THEREFORE, Ayer East Solar and the Town agree as follows:

1. The parties acknowledge that this Agreement is fair and beneficial to them because it resolves all tax issues between them with resulting alleviation of economic and financial uncertainty. Moreover, both parties value the tax and economic stability achieved by this Agreement because it will result in steady, predictable and reasonable tax payments for the Property. The parties acknowledge that this Agreement covers any real property taxes on the Leased Property that may be assessed solely as a result of the Project. Ayer East Solar has entered the Lease with the Town, as the owner of the Leased Property, and the Lease requires Ayer East Solar to pay any real estate property taxes on the Leased Property, including any increases thereto. Section 2B of Chapter 59 of the Massachusetts General Laws permits Ayer Easy Solar to enter into this Agreement for real estate and personal property taxes, as the lessee of the Leased Property.



2. Ayer East Solar shall make annual payments to the Town (“Annual Payments”) in lieu of real and personal property taxes that would otherwise be assessed against the Property commencing on August 1<sup>st</sup> of the first fiscal year following the date on which the Project achieves commercial operation (“COD”), referred to in this Agreement as the “Commencement Date”, and continuing on each August 1<sup>st</sup> thereafter until the twentieth (20<sup>th</sup>) anniversary of the Commencement Date. The dollar amount of the Annual Payments shall be based upon the nameplate capacity of the Project, defined as the Project’s nameplate capacity expressed in megawatts of alternating current, or AC (the “Nameplate Capacity”). The Nameplate Capacity of the Project is currently expected to be 0.750 megawatts (AC).

Ayer East Solar shall notify the Board of Assessors of the Town of Ayer (the “Board”) of the Nameplate Capacity of the Project promptly following COD and shall notify the Board of any subsequent changes to the Nameplate Capacity of the Project, in each instance accompanied by the submission of backup data evidencing such Nameplate Capacity and any changes thereto. For avoidance of doubt the parties agree that no real or personal property taxes shall be assessed to or due from Ayer East Solar in connection with the Leased Property or the Project other than the Annual Payments to be paid by Ayer East Solar to the Town hereunder.

3. The dollar amount of the Annual Payments to be paid by Ayer East Solar to the Town shall be the amount arrived at by multiplying \$9,124 by the Nameplate Capacity of the Project, as defined in paragraph 2, adjusted for any pro rata portion of a megawatt (AC).

For example, if the Nameplate Capacity of the Project is 0.750 megawatts (AC), as anticipated, Ayer East Solar shall pay the Town Annual Payments of \$6,843.

4. This Agreement is entered into in good faith to achieve predictability and economic stability for both parties by establishing reasonable, accurate, and reliable in lieu of tax payments for the Property. Accordingly, Ayer East Solar and the Town agree that neither party shall seek to use the fair market values established by this Agreement in any future proceedings regarding the value of Ayer East Solar property in the Town or in any other proceeding regarding the value of Ayer East Solar property, except as provided in paragraph 2 of this Agreement and otherwise hereunder.

5. This Agreement shall terminate on the earlier of (i) the last day of the fiscal year in which the twentieth (20<sup>th</sup>) anniversary of the Commencement Date occurs, or (ii) such earlier date upon which Ayer East Solar terminates operation of the Project or the Lease is terminated.

6. The parties recognize that there is the possibility during the term of this Agreement that all or a portion of the Project may be damaged or destroyed or otherwise rendered unusable due to events beyond the control of either party. These events are referred to as “Force Majeure.” As used herein, Force Majeure includes, without limitation, the following events:

- a. Acts of god including floods, winds, storms, earthquake, fire or other natural calamity;

- b. Acts of War or other civil insurrection or terrorism; or
- c. Taking by eminent domain by any governmental entity of all or a portion of the Leased Property or the Project.

In the event an event of Force Majeure occurs during the term of this Agreement with respect to any portion of the Property that renders it unusable for the customary purpose of the production of electricity, Ayer East Solar may notify the Town of the existence of this condition as well as of its decision whether or not to rebuild that portion of the Property so damaged or destroyed or taken. If Ayer East Solar elects not to rebuild, it may terminate this Agreement upon written thirty (30) days' notice to the Town, and the Property will thereafter be assessed and taxed as if this Agreement does not exist. Notwithstanding the foregoing or any Force Majeure event, Ayer East Solar shall continue to make all payments required under this Agreement without abatement or reduction unless and until this Agreement is terminated, if at all, under this paragraph 6, except that if any portion of the Project is damaged or destroyed as a result of a Force Majeure event and the damaged or destroyed portion has been removed from the Leased Property and if such removal results in a reduction in the Nameplate Capacity of the Project, then Annual Payments shall be reduced in accordance with paragraph 2.

7. The Parties have entered into this Agreement only after full and due consideration thereof and with the advice of their counsel.

8. The Parties agree that, if any material provision of this Agreement is determined invalid or unenforceable, the entire Agreement shall be invalid and unenforceable.

9. Ayer East Solar and the Town shall act in good faith to carry out this Agreement and to resolve amicably any disputes or disagreements which may arise hereunder.

10. This Agreement will be binding on and inure to the benefit of the successors and assigns of Ayer East Solar as the owner of the Project. Ayer East Solar shall at all times have the right to transfer or assign any or all of its rights and interests under this Agreement without the Town's consent; provided, however, that the term of any such transfer or assignment shall not extend beyond the term of this Agreement and that any and all such transfers and assigns shall be expressly made subject to all of the terms, covenants and conditions of this Agreement. Following any assignment of this Agreement, Ayer East Solar will be relieved of all further liability hereunder provided that the assignee assumes in writing all obligations of Ayer East Solar hereunder. A copy of any such written assignment and assumption shall be delivered to the Town.

11. All notices given in connection with this Agreement shall be sent to the parties at their respective addresses set forth below and shall be deemed given if delivered by hand or sent overnight by nationally recognized overnight courier.

If to Ayer East Solar: Ayer East Solar LLC  
c/o Citizens Enterprises Corporation

Attn: Brian Morrissey  
88 Black Falcon Ave, Suite 342  
Boston, MA 02210

With a copy that shall not  
constitute notice to:

Klavens Law Group, P.C.  
420 Boylston Street, Suite 610  
Boston, Massachusetts 02116  
Jonathan S. Klavens, Esq.

If to Town of Ayer:

Board of Selectman  
Ayer Town Hall,  
1 Main Street, 1st Floor  
Ayer, MA 01432

With a copy that shall not  
constitute notice to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may change the address to which future notices shall be sent by written notice given to the other party in accordance with the provisions of this paragraph.

12. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument and may only be amended by written agreement signed by both parties.

13. This Agreement is the full, final and complete expression of the parties' agreement on all real and personal property tax issues respecting all of the Project and Leased Property in the Town of Ayer.

EXECUTED on and as of the Effective Date set forth above by the undersigned who represent that they are fully and duly authorized to act on behalf of their principals.

**TOWN OF AYER**

**By its Board of Selectmen:**

\_\_\_\_\_  
Name:

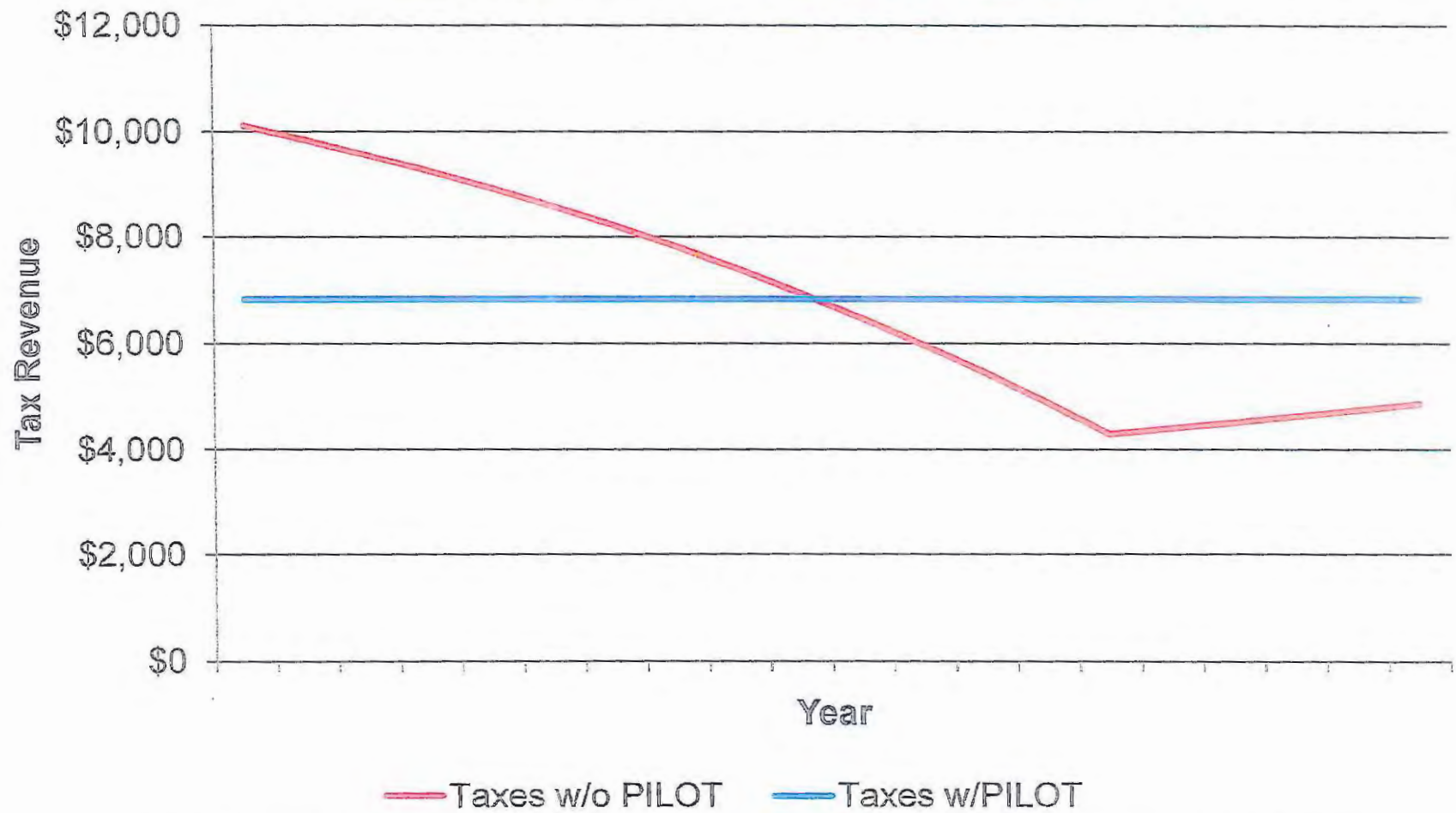
\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

**AYER EAST SOLAR LLC**

By: \_\_\_\_\_  
Name:  
Title:

## Taxes with and without PILOT



**Ayer Tax Rate**

FY 2017 Ayer Personal Property	\$30.64 per \$1,000
Assumed Mill Rate Escalation	2.5%

**Solar Project Details**

Project Size AC	0.750 MW AC
DC:AC ratio	1.3
System Degredation Factor	0.5%

**Project Cost Assumptions**

Modules	\$250,000 MW AC
Inverter	\$60,000 MW AC
Racking	\$100,000 MW AC
Transformers	\$30,000 MW AC
Total	\$440,000

**COST APPROACH**

Year	System Costs	Depreciation	Taxable Value	Mill Rate	Taxes w/o PILOT	Taxes w/PILOT
1	\$330,000	100%	\$330,000	\$30.64	\$10,111	\$6,843
2	\$330,000	95%	\$313,500	\$31.41	\$9,847	\$6,843
3	\$330,000	90%	\$297,000	\$32.20	\$9,563	\$6,843
4	\$330,000	85%	\$280,500	\$33.01	\$9,259	\$6,843
5	\$330,000	80%	\$264,000	\$33.84	\$8,934	\$6,843
6	\$330,000	75%	\$247,500	\$34.69	\$8,586	\$6,843
7	\$330,000	70%	\$231,000	\$35.56	\$8,214	\$6,843
8	\$330,000	65%	\$214,500	\$36.45	\$7,819	\$6,843
9	\$330,000	60%	\$198,000	\$37.36	\$7,397	\$6,843
10	\$330,000	55%	\$181,500	\$38.29	\$6,950	\$6,843
11	\$330,000	50%	\$165,000	\$39.25	\$6,476	\$6,843
12	\$330,000	45%	\$148,500	\$40.23	\$5,974	\$6,843
13	\$330,000	40%	\$132,000	\$41.24	\$5,444	\$6,843
14	\$330,000	35%	\$115,500	\$42.27	\$4,882	\$6,843
15	\$330,000	30%	\$99,000	\$43.33	\$4,290	\$6,843
16	\$330,000	30%	\$99,000	\$44.41	\$4,397	\$6,843
17	\$330,000	30%	\$99,000	\$45.52	\$4,506	\$6,843
18	\$330,000	30%	\$99,000	\$46.66	\$4,619	\$6,843
19	\$330,000	30%	\$99,000	\$47.83	\$4,735	\$6,843
20	\$330,000	30%	\$99,000	\$49.03	\$4,854	\$6,843

20 Years Cumulative Taxes	\$	136,858	\$136,858
20 Yr Average PILOT	\$	6,842.9	

Town of Ayer  
Board of Selectmen  
Ayer Town Hall – 1<sup>st</sup> Floor Meeting Room  
Ayer, MA 01432



*Broadcast and Recorded by APAC*

**Tuesday January 23, 2018**  
**Open Session Meeting Minutes**

**Present:** Christopher R. Hillman, Chair; Jannice L. Livingston, Vice – Chair

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

**Absent:** Gary J. Luca, Clerk

**Call to Order:** C. Hillman called the meeting to order at 7:02 PM.

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

**Review and Approve Agenda:** R. Pontbriand asked to have the following items removed from the BOS agenda: #3 under the Police Chief's Report "Appointment of Part Time Dispatcher" and #6 under the Town Administrator's Report "Signing of PILOT Agreement with Citizens Energy – Landfill Site".

**Motion:** A motion was made by J. Livingston and seconded by C. Hillman to approve the agenda, as amended.

**Motion passed 2-0.**

**Review of Warrants:** J. Livingston stated that she signed the following warrant on behalf of the BOS:

- |              |                  |       |                |
|--------------|------------------|-------|----------------|
| • 2018-01-10 | Accounts Payable | 18-12 | \$1,390,710.27 |
| • 2018-01-16 | Payroll Warrant  | 18-14 | \$354,023.49   |

**Announcements:** None

**Special Recognitions:** *P.N. Laggis, Co.* – The BOS recognized the Nick Laggis, owner of PN Laggis, Co., which is closing at the end of the month. Laggis' was in operation for more than 100 years.

**Public Input:** None

**Appointment of Assistant Town Accountant:** Finance Manager Lisa Gabree and R. Pontbriand introduced Ms. Kerry Cooper, their recommended candidate for the position of Assistant Town Accountant. They are recommending that the appointment be effective February 5, 2018.

**Motion:** A motion was made by J. Livingston to appoint Ms. Kerry A. Cooper effective February 5, 2018. **Motion passed 2-0.**

**Police Chief William A. Murray, Ayer Police Department:** *Contract Execution Radio Infrastructure Improvement Project* - Chief Murray stated that Timberline Communications was awarded the contract in the amount of \$567,181.00 for the radio infrastructure upgrade project. Chief Murray is respectfully requesting that the contract be executed by the BOS.

**Motion:** A motion was made by J. Livingston and seconded by C. Hillman to execute the Radio Communications System Infrastructure Upgrade award to Timberline Communications of Canton in the amount of \$567,181.00 with signature by the Chair. **Motion passed 2-0.**

*Appointment of Full Time Dispatcher* – Chief Murray introduced Danielle Priest, his recommended candidate for the position of Full-Time Dispatcher. Chief Murray is requesting that the BOS appoint Ms. Priest effective immediately at Step 1 contingent upon the successful completion of training by April 10, 2018.

**Motion:** A motion was made by J. Livingston and seconded by C. Hillman to appoint Ms. Priest effective immediately at Step 1 contingent upon the successful completion of training by April 10, 2018. **Motion passed 2-0.**

**Superintendent Mark Wetzel, Department of Public Works:** *East Main Street Final Design* – M. Wetzel stated that MassDOT has approved the 25% design submittal for the East Main Street Reconstruction Project. The next phase is the final design and preparing plans and specifications for bidding. He is requesting that the BOS execute a contract with WorldTech Engineering for the final design.

**Motion:** A motion was made by J. Livingston and seconded by C. Hillman to appoint execute a contract between the Town of Ayer and WorldTech Engineering in the amount of \$135,000 for the final design of the East Main Street Reconstruction project with signature by the Chair.

*Wastewater Inflow / Infiltration (I/I) Study Update* – M. Wetzel gave the BOS a brief presentation on the Wastewater Inflow/Infiltration Study Update. The DPW has been working with Arcadis Engineering on identifying the I/I problems in the Town sewer system.

*Carlton Circle Projects* – M. Wetzel reported that he and Community and Economic Development Director Alan Manoian have been meeting with MassDOT about proposed improvements to Carlton Circle/Ayer Rotary.

*MRPC District Local Technical Assistance Grant* – M. Wetzel stated that the DPW is applying for a DLTA grant through MRPC to assist the DPW in evaluating potential water supply locations. He asked that the BOS sign a letter of support for the grant application.

*Other discussion items* – M. Wetzel also discussed the following items with the BOS at their request:

- Sandy Pond solar speed sign – this has been recently fixed. The software was out of date.
- Status of the Columbia Street Truck Exclusion – the Town has ordered signs and is waiting for the final approval from MassDOT
- Status of the LED street light project – the lights have been ordered and delivery is expecting within the month
- Possibility of installing raised speed bumps – R. Pontbriand sent out an email to DPW, Police and Fire and all departments had concerns relative to vehicle damage, response times and upkeep/maintenance

**Town Planner Mark Archambault:** *Proposed Zoning Bylaw Overview* – Town Planner M. Archambault was in attendance and gave a presentation on the proposed Zoning Bylaw to be considered by Town Meeting on Monday March 19, 2018.

After the presentation, J. Livingston stated that she felt positive about the process and has confidence it will succeed.

**Town Administrator's Report:** *Administrative Update* – R. Pontbriand informed the BOS that the FY' 17 Free Cash was certified by DOR in the amount of \$1,083,562.00 in the General Fund.

*FY '19 Budget Process Update* – R. Pontbriand gave a status of the FY'19 budget process and informed the BOS that the Nashoba Valley Tech High School Breakfast is upcoming on February 6, 2018, where their budget will be



released. He also reminded the BOS that Dr. Malone and the Ayer Shirley Regional School Committee will be coming to a BOS meeting on February 13, 2018 to discuss their budget.

*Opening of the 2018 Annual Spring Town Meeting Warrant – **Motion:*** A motion was made by C. Hillman and seconded by J. Livingston to open the 2018 Annual Spring Town Meeting Warrant with the deadline of 12:00 PM on Friday April 13, 2018 to submit warrant articles and citizen’s petitions. **Motion passed 2-0.**

*Adoption of G.L. c. 32B, Sections 21-23 –* R. Pontbriand explained that Minuteman Nashoba Health Group will be making plan design changes for FY’ 19 and that the changes have to be impact bargained with the Town’s Collective Bargaining Units. He is recommending that the BOS vote to adopt G.L. c32B, Sections 21-23 which will enable the Town to negotiate simultaneously with all unions. R. Pontbriand reported that the estimated cost savings to the Town is approximately \$26,000; at least 25% has to be shared with eligible employees. R. Pontbriand is also asking the BOS to authorize himself, Ms. Antonellis, Mr. Kevin Johnston and Ms. Lisa Gabree to negotiate the savings and to return to the BOS with a memorandum of agreement.

**Motion:** A motion was made by J. Livingston and seconded by C. Hillman to adopt G.L. 32B §21-23 and to authorize R. Pontbriand, C. Antonellis, K. Johnston and L. Gabree to negotiate the cost savings. **Motion passed 2-0.**

*Signing of Rail Trail Lot Transfer Documents –* R. Pontbriand and C. Antonellis presented four closing documents relating to the transfer of the DCR Rail Trail Lot from the Commonwealth to the Town of Ayer.

**Motion:** A motion was made by J. Livingston and seconded by C. Hillman to execute the following documents: Memorandum of Understanding, Boundary Line Agreement, Release Deed, and a Disclosure Statement. **Motion passed 2-0.**

*ASRSD Regional Agreement Discussion –* R. Pontbriand stated that at the request of C. Hillman he has included the Regional School Agreement in the packet. C. Hillman is inquiring about the Town of Ayer making improvements to Page Hilltop School.

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**New Business/Selectmen’s Questions:** None

**Approval of Meeting Minutes:**

**Motion:** A motion was made by J. Livingston and seconded by C. Hillman to approve the meeting minutes from January 9, 2018. **Motion passed 2-0.**

**Adjournment:**

**Motion:** A motion was made by J. Livingston and seconded by C. Hillman to adjourn at 8:59 PM. **Motion passed 2-0.**

**Minutes Recorded and Submitted by Carly M. Antonellis**

**Date Minutes Approved by BOS:** \_\_\_\_\_

**Signature Indicating Approval:** \_\_\_\_\_