

RECEIVED
TOWN CLERK
TOWN OF AYER

2017 SEP 15 PM 12:40

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



Tuesday September 19, 2017
Open Meeting Agenda

- 7:00 PM **Call to Order**
Pledge of Allegiance; Review and Approve Agenda; Review of Warrant(s);
Announcements
- 7:05 PM* **Public Input**
- Appointment of Conservation Agent**
- 7:10 PM **Chief Robert J. Pedrazzi, Fire Department**
1. Community Emergency Response Team
- 7:20 PM **Discussion on Recreational Marijuana**
1. Central Ave. Compassionate Care
- 7:35 PM **Nasoya Odor Issue Update**
- 7:45 PM **Presentation of Depot Square Conceptual Designs**
- 8:15 PM **Mr. Alan Manoian, Dir. Community & Economic Development**
1. Lien Subordination Request/49 Main Street
2. 2017-2018 BHTCC Contract with the Advocates
- 8:25 PM **Town Administrator's Report**
1. Administrative Update
2. Appointments
3. Jonathan Drive Water Line Easement
4. Discharge of Claim – 14 Williams Street
- 8:40 PM **New Business/Selectmen's Questions**
1. Supplemental Ch. 90 Appropriation Discussion
2. Traffic Island Program Discussion
- 8:55 PM **Approval of Meeting Minutes**
September 5, 2017
- *Adjournment**

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

Town of Ayer CONSERVATION COMMISSION

Town Hall ♦ One Main Street ♦ Ayer, MA 01432
Phone 978-772-8249 ♦ Fax 978-772-8208 ♦ concom@ayer.ma.us



MEMORANDUM

TO: Christopher Hillman, Chairman, Board of Selectman

FROM: William Daniels, Chairman, Conservation Commission

DATE: September 15, 2017

RE: Appointment of Jo-Anne Crystoff – Conservation Administrator

Christopher:

On behalf of the Ayer Conservation Commission, I am pleased to recommend Jo-Anne Crystoff for the role of Conservation Administrator for the Town of Ayer. Jo-Anne is an experienced candidate with the temperament, knowledge, and spirit to be an excellent addition to the staff in Ayer Town Hall as we work to serve the public.

Jo-Anne has been engaged with conservation work in Central Massachusetts for nearly her entire career. She has served as the director of the Holden Land Trust for 25 years, and has worked as a building contractor and consultant, both managing and permitting environmentally-sensitive projects in the region. Jo-Anne has a master's degree from Clark University in Environmental Science and Policy, and is heavily involved in her community through various volunteer programs and affiliations where her expertise is valued by all.

After conducting an in-person interview with Jo-Anne and reviewing references provided to us, the Commission has full confidence that Jo-Anne will be able to excel in her roles and responsibilities as the Conservation Administrator for the Town of Ayer. The Commission respectfully recommends the Board of Selectmen to confirm her appointment.

Sincerely,

William Daniels
Chairman, Ayer Conservation Commission

Jo-Anne Crystoff



Bill Daniels
Chair, Ayer Conservation Commission
Ayer Town Hall
One Main Street
Ayer, MA 01432

July 25, 2017

Dear Bill:

I am excited to submit my application for the position of Conservation Administrator for the Ayer Conservation Commission. The mandate of conservation commissions in protecting wetlands is vitally important and I would very much like to contribute to this work.

My education includes a master's degree in Environmental Science and Policy, a graduate certificate in Landscape Design, and an undergraduate degree in Biology.

I have been engaged with conservation work in central Massachusetts both personally and professionally for nearly my entire career. I was a director of Holden's land trust for 25 years and the chair of its education committee for most of that time. During my tenure on the board, I helped add several parcels to our holdings, negotiated conservation restrictions, and was involved in complex agricultural preservation restriction work across Worcester County.

In my work as a building contractor in central Massachusetts, I was able to make my environmental values a top priority. One satisfying way this bore fruit resulted in permitting Princeton's first open space residential development. Unfortunately, the downturn in the real estate market meant that this project has yet to be realized. My recent work as a museum planner centers on building, environmental, and landscape issues, including energy efficiency and site concerns. I am very comfortable on a job site, as well as in the woods! I have excellent woody and herbaceous plant identification skills, as well as GIS mapping skills.

During my career, I have worked closely with many town agencies and boards and understand how critical it is for the board members to be well supported with complete information on the applications at hand. I am organized, reliable, experienced and feel that I can uniquely support the work of the Ayer Conservation Commission. I am registered for MACC certificate courses.

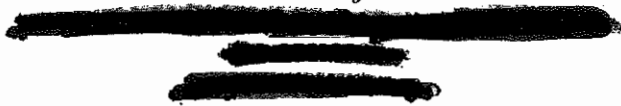
I am a new resident of Ayer, having recently relocated here with my husband for his new position with the Trustees of Reservations and would be available to start anytime after August 14th.

Thank you for your consideration and I look forward to speaking with you about this opportunity.

Sincerely,

Jo-Anne Crystoff

Jo-Anne Crystoff



Professional Experience

Museum Project Planner Museum Insights, Mystic, CT. 2009 - present

Partner in boutique planning firm specializing in pre-architectural site, landscape, building, and business model planning for new or expanding museums and cultural organizations. Select planning projects include:

- Site and Facility Master Plan. The Institute for American Indian Studies, Washington, CT
- Business, Site and Facility Plan. San Felipe de Austin Visitor Center, Sealy, TX
- Program and Facilities Feasibility Study. The Amesbury Carriage Museum, Amesbury, MA

Environmental and Sustainability Consultant Sustainable Prospects, Holden, MA. 2007-2009

Founded consulting firm focused on environmentally sustainable landscape, building, and real estate practices. Select projects included:

- Managed invasive aquatic plant removal and control project at The Ecotarium, Worcester, MA
- Planned and permitted the first Open Space Residential Development project in Princeton, MA
- Evaluated historic landscape and buildings for re-use at Valley Falls Farm, Vernon, CT
- Evaluated historic landscape use by visitors at Nathan Hale Homestead, Coventry, CT

Real Estate Project Manager and General Partner. 1982-1995. **Principal.** 1995-2008
Holden Suburban Realty, Holden, MA

Headed closely held firm, established post World War II, engaged in real estate investment and sale, residential construction, renovation, historic preservation, and rental property management.

- Accomplished in land environmentally sensitive development from purchase, through survey and engineering, to final sale for properties ranging from single units to small subdivisions
- Well versed in supervising hands-on construction and real estate management from design to finish carpentry and other skilled trades

Trail Guide and Nature and Farm Day Camp Counselor. Massachusetts Audubon Society, Lincoln, MA

- Wachusett Meadow Wildlife Sanctuary. 1995-1998.
- Drumlin Farm. 1981

Short-term and Seasonal Experience

Curatorial Assistant. Connecticut College Arboretum, New London, CT. Summer 2013

Assisted Curator in conducting Campus Tree Collection inventory, updating databases, and GIS mapping

Environmental Science Analyst. Cadmus Group, Watertown, MA. Summer 2007

Participated in meetings to plan for complex regional water resource issues in southeast Connecticut; analyzed data for Leaky Underground Storage Tank sites; and for Preliminary Contaminant Candidate List 2

Substitute Classroom and Science Teacher and Science For Kids Instructor. Bancroft School, Worcester, MA. 2002-2010

Community Involvement:

- **Pequot Woods Trustee.** Town of Groton, CT. March 2016-present
- **Program volunteer.** Mystic Aquarium, Mystic, CT. February 2016- present
- **Curatorial volunteer.** Connecticut College Arboretum, New London, CT. March 2013-2015
- **Docent.** Connecticut College Arboretum, New London, CT. August 2013-2015
- **Horticulture Committee Chair (2007).** Worcester Garden Club. Member 2005-12
- **Director and Education Committee Chair.** White Oak Land Conservation Society. 1981-2009

Education

Clark University, Worcester, MA. MA, Environmental Science and Policy

- Thesis: PCB Contamination and Environmental Injustice: An Analysis of the Effects of Massachusetts Policy on Public Participation at Cleanup Sites
- Geller Endowed Research Award recipient for Projects Relating to Sustainability

Harvard University, Landscape Institute of Arnold Arboretum. Cambridge, MA. Graduate Certificate, Landscape Design

Vassar College, Poughkeepsie, NY. AB, Biology

National Outdoor Leadership School, Lander, WY. Absaroka Wilderness Course

Certification

- Licensed Construction Supervisor, Massachusetts Department of Public Safety

Skills

- Woody and herbaceous plant identification
- GIS mapping
- Environmental policy
- Reading construction documents
- Environmental and land conservation practices

Affiliations

- Massachusetts Association of Conservation Commissions
- Massachusetts Environmental Education Society
- Ecological Landscape Alliance
- Connecticut Forest and Parks Association
- Wachusett Greenways
- White Oak Land Conservation Society
- Avalonia Land Trust
- Groton (CT) Open Space Association
- Pequotsepos Nature Center
- Coogan Farm Giving Garden
- Trustees of Reservations
- New England Museum Association
- American Association for State and Local History
- Friends of the Red Barn

AYER FIRE DEPARTMENT

Robert J. Pedrazzi
Chief

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



September 13, 2017

To: Mr. Robert Pontbriand
Town Administrator

From: Robert Pedrazzi
Fire Chief / Emergency Management Director

Subject: CERT Team

Dear Robert,

To enhance the Towns emergency preparedness I am looking at establishing a CERT Team. (Community Emergency Response Team) This would be a team of individuals that are not affiliated with other Town emergency responders that could help do certain non-emergent tasks during large events. FEMA has guide lines and training material established to train CERT team members. I am asking to establish a team and have the ability to appoint the members to this team.

Respectfully;

A handwritten signature in blue ink, appearing to read "R. Pedrazzi", written over a light blue rectangular background.

Robert J. Pedrazzi
Fire Chief / Emergency Management Director



Town of Ayer

Department of Planning & Development

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



MEMORANDUM

TO: Board of Selectmen

FR: Alan Manoian, Director of Community & Economic Dev

RE: Lien Subordination Request / 49 **Main Street**

DT: September 14, 2017

The property owner of 49 Main St. (the Fletcher Building) has requested the Town subordinate its mortgage and its Affordable Housing Restriction on this property in favor of a new first mortgage.

The borrower is consolidating his loans, paying off the Town's IDFA loan and his first mortgage with Main Street Bank. The new loan for \$543,750.00 from Fidelity Cooperative Bank will not change the borrower's position with the Town.

The Affordable Housing Restriction subordination is subject to approval by DHCD. The Town's lien and Affordable Housing Restriction is in force on this property until October 18, 2026.

1. At this time it is the Board's decision whether to approve or deny the subordination of the Town's lien for a first mortgage not to exceed the amount of \$543,750.00.

2. In addition it is the Board's decision whether to approve or deny the subordination of the Town's Affordable Housing Restriction.

SUBORDINATION AGREEMENT

The Commonwealth of Massachusetts, acting by and through its Department of Housing and Community Development having an address of 100 Cambridge Street, 3rd Floor, Boston, MA 02114 ("DHCD") and the Town of Ayer, having a mailing address at One Main Street, Ayer, Massachusetts 01432 (the "Municipality"), the holder of certain covenants set forth in an Affordable Housing Restriction Agreement (the "AHRA") dated October 18, 2011 and recorded with the Middlesex South District Registry of Deeds in Book 57820, Page 461, as amended by document dated October 16, 2012 and recorded with said Deeds in Book 60593, Page 567 and as further amended by document dated _____ and recorded in Book _____, Page _____ affecting a parcel of land located at 49 Main Street, Ayer, Massachusetts (the "Premises") hereby agree that said AHRA and the obligations secured thereby shall be subordinate and junior in right to a mortgage given to Fidelity Cooperative Bank, dated _____, 2017, in the original principal amount of \$543,750.00 and recorded in Book _____ Page _____, to the same extent as if said last mentioned mortgage had been executed and recorded prior to the said AHRA.

The aforesaid AHRA and mortgage relate to property located in Middlesex County known as 49 Main Street, Ayer, MA 01432.

NEXT PAGE SIGNATURES

Executed as a sealed instrument this ____ day of September, 2017

Town of Ayer

By: _____
Selectman

Selectman

Selectman



COPY

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. _____, 2017

Then before me, the undersigned notary public, personally appeared _____, as Selectman of the Town of Ayer, proven to me through satisfactory evidence of identification which was _____ to be the person or persons whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose and further acknowledged the foregoing instrument to be his/her/their free act and deed and the free act and deed of the Town of Ayer, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her/their knowledge and belief, before me.

Notary Public
My commission expires:

COPY

SUBORDINATION AGREEMENT

The Town of Ayer, Massachusetts, whose address is One Main Street, Ayer, MA 01432, holder of a mortgage from Bonnet Realty, LLC, dated October 18, 2011 and recorded with Middlesex South Registry of Deeds at Book 57820, Page 475, hereby agrees that said mortgage and the obligations secured thereby shall be subordinate and junior in right to a mortgage given to Fidelity Cooperative Bank, dated _____, 2017, in the original principal amount of \$543,750.00 and recorded in Book _____ Page _____, to the same extent as if said last mentioned mortgage had been executed and recorded prior to said mortgage first mentioned.

The aforesaid mortgages relate to property located in Middlesex County known as 49 Main Street, Ayer, MA 01432.

This subordination shall also serve as the written consent of the Town of Ayer to the refinance as required by Section II (A) (3) (d) of said mortgage being subordinated.

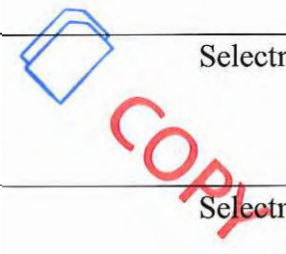
NEXT PAGE SIGNATURES

Executed as a sealed instrument this 19th day of September, 2017

Town of Ayer

By: _____

Selectman
 Selectman
 Selectman



COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. _____, 2017

Then before me, the undersigned notary public, personally appeared _____, as Selectman of the Town of Ayer, proven to me through satisfactory evidence of identification which was _____ to be the person or persons whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose and further acknowledged the foregoing instrument to be his/her/their free act and deed and the free act and deed of the Town of Ayer, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her/their knowledge and belief, before me.

 Notary Public
 My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Town of Ayer

Office of Community & Economic Development

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



MEMORANDUM

TO: Board of Selectmen

FROM: Alan Manoian, Director of Economic and Community Development
Alicia Hersey, Program Manager

DATE: August 28, 2017

RE: 2017/2018 BHTCC Contract with Advocates

The Town has again been awarded funds from the Department of Health and Human Services in support of the SAMHSA Behavioral Health Treatment Court Collaborative (BHTCC) Grant. This is the fourth and final year of this Grant.

The BHTCC Grant contract is for a sum of \$341,312 and runs from September 30, 2017 until September 29, 2018.

At this time we are requesting that the Board of Selectmen approve and the Chairman sign the contract with Advocates to continue the work that they have been doing with the Drug Court.

Motion to approve and sign the BHTCC Grant contract between the Town of Ayer and Advocates Inc. in the amount of \$341,312.

AGREEMENT

This agreement between the Town of Ayer (the "Town"), a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at One Main Street, Ayer, Massachusetts, and Advocates, Inc., ("the Advocates"), having its usual place of business at 1881 Worcester Road, Framingham, MA 01701 has been entered into the 30th day of September, 2017 (the Effective Date").

Whereas the Town has been awarded a grant from the United States Department of Health and Human Services, Substance Abuse and mental Health Services Administration as set forth in the Award Letter Dated June 26, 2017, incorporated herein as Attachment A, the parties to this agreement agree to the following:

- 1. Work Statement.** The Town agrees to engage Advocates to perform and provide to the satisfaction of the Town all duties and services set forth below and contained within the application for Federal Assistance submitted to the Department of Health and Human Services (Grant No. 5H79SM061687-04) incorporated herein as Attachment B, together with all duties and responsibilities of the Project Director and Case Managers as set forth in said position descriptions incorporated herein as Attachment C, in respect of the operation of the Behavioral Health Treatment Court Collaborative (BHTCC).



Advocates will assist the Court in delivery and evaluation of the BHTCC as described below and in all Attachments hereto. The goal of this Program is to reduce recidivism among offenders in towns served by the Ayer District and Worcester Superior Courts by integrating court supervision with thoroughgoing assessment, service planning, case management, and treatment and collateral services. The program is designed to help participants reduce their use of alcohol and other drugs; offer assessment to all eligible individuals who screen in for behavioral health and substance abuse recovery needs, provide case management and appropriate treatment services/ referrals to individuals screened in and as a result reduce criminal behavior, and make progress in educational/vocational training or job placement.

Under the direction of the First Justice of Ayer District Court, Advocates will provide the following services for the Court and the participants of the BHTCC :

- Expand and enhance current culturally competent, trauma informed and evidence based co-occurring disorder screening and treatment for the target population in the jurisdiction of the Ayer District and Worcester Superior Courts,
- Development and implementation of the Client Risk and Need Summary to combine screening and assessment findings to inform case planning and case coordination.

- Provide case management and appropriate treatment services/ referrals to individuals screened in, to include assessment findings as collected in the Client Risk and Need Summary.
- Provide Peer Support Engagement for service.
- Evaluate client outcomes and maintain services implemented in the Worcester court.
- Identify trends and create corrective action plan as need indicates
- Implement the sustainability model designed in Year 3.
- Assist the Court in development of a Community Resource Guidebook.
- The evaluation methods and requirements described in the Application shall be provided by Advocates.



2. **Term of Contract:** The term of this contract shall begin on the Effective Date and continue through September 29, 2018, unless extended in writing by the U.S. Dept. of Justice and the parties hereto. This contract may be discontinued by either party with written notification of 30 days. The Town may also terminate this contract without cause and without penalty upon written notice to the Contractor as per Section 4, Contract Termination or Suspension, within the Commonwealth's Terms and Conditions Form, incorporated herein as Attachment D.
3. **Time and Place of Performance:** All services outlined within this Agreement and its attachments shall be delivered at the Advocates office in Harvard, the Ayer District Courthouse in Ayer, and the Worcester Superior Court House.
4. **Compensation:** Subject to the Grant award the Town shall pay the contractor, and the Contractor shall accept from the Town, in full payment for duties and services rendered by the Contractor, compensation as outlined in the budget found under Federal in the Budget Summary in Attachment A. The total dollar amount of this Agreement shall not exceed \$341,312 during the term of this agreement. The sole funding source for this Agreement is the grant awarded to the Town by the federal Department of Health and Human Services (Grant No. 5H79SM061687-04). In the event that grant is terminated or otherwise suspended, the Town shall provide written notice to the Contractor of said event and both parties shall be immediately released from their obligations under this Agreement. Any funds from said grant which are not obligated at the end of the grant period may revert to the federal Office of Justice Programs.

5. Manner of Payment: Payment under this agreement shall be made by the Town to the Contractor upon submission of detailed and itemized invoices, in a form acceptable to the Town, for the services rendered by the Contractor. Invoices shall be billed on a monthly basis and must be reviewed and approved by the Project Director. Approved invoices shall generally be paid by the Town within 30 days of receipt.

6. Written Reports: The Contractor agrees to all Special Conditions contained within the Grant Award and shall provide the Town with data, information or reports required therein. The Contractor shall submit written annual reports to the Town on the status of the services within ten days of the year end dates throughout the duration of this Agreement: September 30, December 31, March 31 and June 30.

7. Confidentiality: Client confidentiality shall be strictly maintained in compliance with applicable law and client records will only be released when accompanied by a valid release form or as otherwise permitted by law.

8. Liability of the Town: The Town's liability hereunder shall be to make all payments when they shall become due, and the Town shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Agreement.

9. Independent Contractor: The Contractor acknowledges and agrees that it is acting as an independent Contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the Town for any purpose.

10. Indemnification: The Contractor shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the Contractor's breach of this Agreement or the negligence or misconduct of the Contractor, or the Contractor's agents or employees.

11. Insurance: The Contractor shall obtain and maintain during the term of this Agreement the following insurance coverage(s) by companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

A. **General Liability** of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$2,000,000 Annual Aggregate Limit.

B. **Automobile Liability** of at least \$500,000 Bodily Injury and Property Damage per accident.

C. **Workers' Compensation Insurance** as required by law.

D. **Professional Liability** of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

E. **Umbrella Liability** of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

All policies shall identify the Town as an additional insured (except Workers' Compensation) and shall provide that the Town shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing the above coverage shall be provided to the Town upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.


12. **Assignment:** The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the Town.

13. **Successor and Assigns:** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.

14. **Compliance with Laws:** The Contractor shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

15. **Notice:** Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

16. **Severability:** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

 COPY

17. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Contractor submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

18. Entire Agreement: This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

19. Religious Activities: The Contractor certifies that funding received under this Agreement shall not be used to support any inherently religious activities such as worship, religious instruction, or proselytization. Any subcontracts or agents of the Contractor shall also certify to this paragraph.

Attachments

- A. Award Letter from US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, dated June 26, 2017;
- B. Application for Federal Assistance through Department of Health and Human Services (Grant No. 5H79SM061687-04);
- C. Position Descriptions: Project Director, Case Manager, Peer Case Manager.
- D. Commonwealth Terms and Conditions Form



IN WITNESS WHEREOF, the parties hereto set their hands and seals on the day and year first above written.

TOWN OF AYER
Board of Selectmen

CONTRACTOR

Advocates, Inc.

Christopher R. Hillman, Chairman

By: _____

Jarnice L. Livingston, Vice Chairman

Printed Name: _____

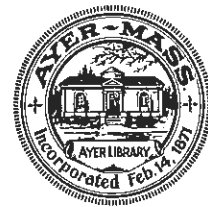
Gary J. Luca, Clerk

Title: _____

Certified As To Availability of Funds:

Lisa A. Gabree, Town Accountant

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: September 15, 2017

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: **Town Administrator's Report for the September 19, 2017 BOS Meeting**

Dear Honorable Selectmen,

I am pleased to transmit to you the following Town Administrator's Report for the September 19, 2017 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 offer a brief Administrative Update at the meeting regarding the status of various projects, initiatives, and activities of the Administration since the last BOS Meeting on September 5, 2017.

Appointments:

- I am respectfully recommending that the BOS appoint Ms. Erin Clements of Ayer to the Ayer Cultural Council to fill an unexpired three year term to expire on June 30, 2018.

Johnathan Drive Water Line Easement:

- On behalf of the DPW Superintendent I am respectfully recommending that the BOS approve and sign the Johnathan Drive Water Line Easement (See Attached). This water line loop will provide a secondary water line to Groton School Road / Fitchburg Road area. Currently, there is a single water line from Park Street servicing these areas and if a water main break occurred it could cause up to over 800 customers to be without water. The secondary main will also increase flows for fire protection. A major section of the secondary water line is being installed as part of Riley Jane Farm subdivision.

Discharge of Claim – 14 Williams Street:

- I am respectfully recommending that the BOS vote to approve the Discharge of Claim for 14 Williams Street in the amount of \$23,877.90 (See Attached). This claim represents the Town's costs for the boarding and securing of 14 Williams Street as well as the costs for the exterior debris removal. Upon approval and signature of the Discharge of Claim, the mortgage company for 14 Williams Street which is CITI Bank will issue payment to the Town in the amount of \$23,877.90 which will be held in escrow by Town Counsel until the final discharge of the claim is recorded and payment will then be transferred to the Town.

Attachment(s)

GRANT OF EASEMENTS

GEPA Enterprises, LLC, a New Hampshire limited liability company, with a principal place of business at 2 Westview Drive, Litchfield, New Hampshire (the "Grantor"), for consideration of Ten Dollars (\$10.00) paid, hereby grants to the **Town of Ayer** (the "Town"), a Massachusetts municipal corporation, having an address of Ayer Town Hall, One Main Street, Ayer, Massachusetts 01432, with Quitclaim Covenants, the perpetual right and easement to install, construct, maintain, operate, repair, renew, alter, remove, change, re-lay, and abandon in place pipes, conduits and other appurtenances for the conveyance of water, within, over, under, through, across, upon, and along land identified as, in, over, under, through, across, upon, and along a portion of land shown as "20' Wide Water Easement" (the "Easement Premises") containing approximately 2,419 square feet, more or less, on a plan of land entitled "Easement Plan of Land in Ayer, Mass.," dated February 17, 2017, prepared for the Town of Ayer Public Works Department by GPR Engineering Solutions, recorded with the Middlesex South District Registry of Deeds as Plan _____ of 2017.

The Town shall have the right of entry upon and passage over said Easement Premises, together with all reasonable rights of ingress and egress to and from the Easement Premises for all purposes stated herein and uses incidental thereto, by, without limitation, foot, motor vehicle, and heavy equipment.

The Grantor may not grant any easements, leases or licenses to the Easement Premises to others that will interfere with the Town's rights and easements in the Easement Premises or result in the Town incurring any cost or expense. Any easements, leases or licenses granted in violation of this provision shall be null and void.

The Grantor agrees that the Town may assign the rights granted pursuant to this Easement.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor's title, see deed recorded with the Middlesex South District Registry of Deeds in Book 69139, Page 241.

The Town's Acceptance of this Easement is attached hereto and incorporated herein.

ACCEPTANCE OF DEED

The Town of Ayer, pursuant to G.L. c. 40, §39B, and by and through its duly elected and authorized Board of Selectmen, acting in its capacity as the Board of Water Commissioners, hereby accepts the foregoing Grant of Easements on this _____ day of September, 2017.

TOWN OF AYER,
By its Board of Selectmen, acting in
its capacity as the Board of Water
Commissioners

Christopher R. Hillman

Jannice L. Livingston

Gary J. Luca

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of September, 2017, before me, the undersigned notary public, personally appeared _____, member of the Ayer Board of Selectmen, acting in its capacity as the Board of Water Commissioners, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Ayer.

Notary Public
My commission expires:

EXECUTED as a sealed instrument this _____ day of September, 2017.

GRANTOR:
GEPA Enterprises, LLC

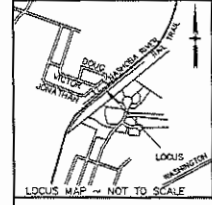
By: _____
Name:
Title:

COMMONWEALTH/STATE OF _____

_____, ss.

On this _____ day of September, 2017, 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, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of GEPA Enterprises, LLC.

Notary Public
My commission expires:



NOTES:

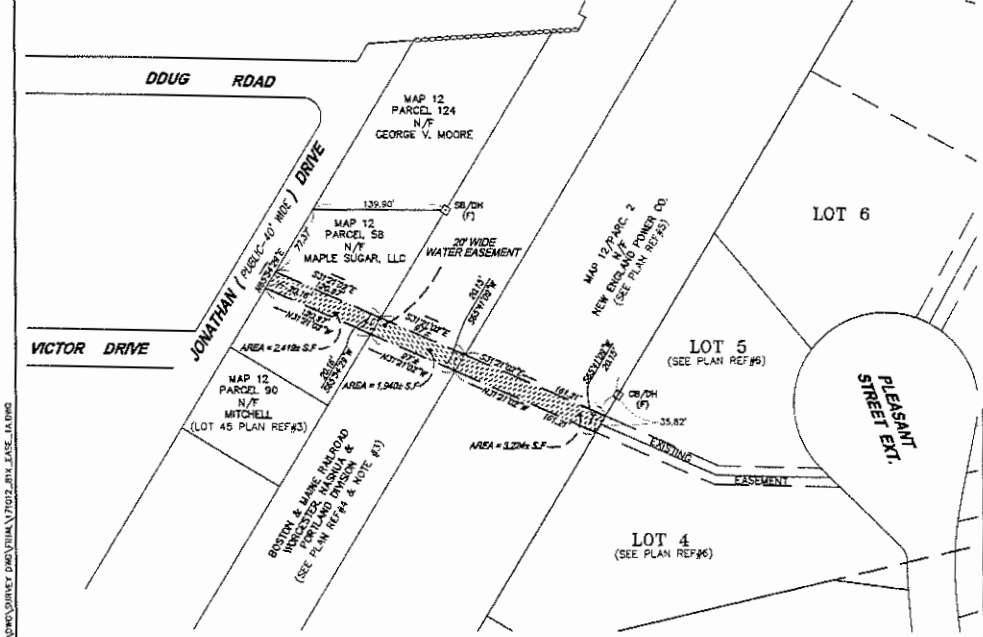
- 1) THIS DRAWING HAS BEEN PREPARED TO IDENTIFY A 20' WIDE EASEMENT FOR A PUBLIC WATER LINE.
- 2) THIS LAND MAY BE SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS, OR OTHER LIMITATIONS WHICH MAY BE DISCLOSED BY A TITLE EXAMINATION.
- 3) AN INSTRUMENT SURVEY PERFORMED BY THIS OFFICE INDICATES ADDITIONAL LAND AREA AS BEING MEASURED THAN INDICATED WITHIN LAND RECORDS NOTED. EXCESS AREA HAS BEEN APPLIED TO THE PARCEL IDENTIFIED AS BOSTON & MAINE RAILROAD, MAPLE SUGAR, LLC & N.E. POWER CO. PROPERTY LIMITS HAS BEEN ESTABLISHED BY LAND RECORDS AND MONUMENTS RECOVERED.



PLAN REFERENCES:

PLANS ON FILE AT THE MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS

- 1) PLAN RECORDED AS #439 OF 1971.
- 2) PLAN RECORDED AS #751 OF 1990.
- 3) PLAN RECORDED AS #1737 OF 1960.
- 4) PLAN OF BOSTON & MAINE RAILROAD R-O-W AND TRACK MAP SHOWN ON PLAN VEM/30.
- 5) PLAN OF NEW ENGLAND POWER AND CONSTRUCTION COMPANY DRAWING L-790 (LANCASTER/AYER) DATED JAN. 6, 1933.
- 6) DEFINITIVE RESIDENTIAL SUBDIVISION PLAN 'TILEY JAYNE FARM', PREPARED BY THIS OFFICE AS JOB #110298.



I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

THIS CERTIFICATION IS INTENDED TO MEET THE REQUIREMENTS OF THE REGISTRY OF DEEDS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE LAND SHOWN HEREON.

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

DAVID J. DeBAY, P.L.S. # 35687 DATE

GPR Engineering Solutions for Land & Structures

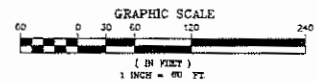
GOLDSMITH, PREST & RINGWALL, INC.
 30 MAIN STREET, SUITE 301, AYER, MA 01432
 CIVIL ENGINEERING • LAND SURVEYING • LAND PLANNING
 VOICE: 978.772.1100 FAX: 978.772.1891
 www.gpr-inc.com

EASEMENT PLAN OF LAND IN AYER, MASS.

PREPARED FOR:
 TOWN OF AYER
 PUBLIC WORKS DEPARTMENT
 25 BROOK STREET
 AYER, MASS 01432

LEGEND

N/F	NOW OR FORMERLY	SH	SHRILL HOLE
111/115	DEED BOOK/PAGE	SB	STONE BOUND
(F)	FOUND	CB	CONC. BOUND



DISCHARGE OF
STATEMENT OF CLAIM

For consideration of Twenty Three Thousand Eight Hundred Seventy-Seven and 90/100 (\$23,877.90) Dollars paid, the Town of Ayer, by and through its Board of Selectmen, hereby discharges and releases the Statement of Claim, dated June 29, 2017, recorded with the Middlesex South District Registry of Deeds in Book 69667, Page 93 affecting the real property located at 14 Williams Street, Ayer, Middlesex County, Massachusetts, more particularly described in a deed dated February 23, 2005, recorded with said Registry of Deeds in Book 44797, Page 468.

Executed under seal as of the _____ day of September, 2017.

TOWN OF AYER,
By Its Board of Selectmen

Christopher R. Hillman

Jannice L. Livingston

Gary J. Luca

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



Broadcast and Recorded by APAC

Tuesday September 5, 2017
Open Session Meeting Minutes

Present: Christopher R. Hillman, Chair; Gary J. Luca, Clerk
Robert A. Pontbriand, Town Administrator
Carly M. Antonellis, Assistant to the Town Administrator

Absent: Jannice L. Livingston, Vice – Chair

Call to Order: C. Hillman called the meeting to order at 7:04 PM.

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

Announcements: None

Review and Approve Agenda:

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the agenda. **Motion passed 2-0.**

Public Input: Ms. Mary Spinner, 18 Myrick Street stated that Mr. Morris Babcock from The Cottage and Mr. Chuck King from Fresh Ayer Sports are collecting donations to send to Houston, TX as a result of Hurricane Harvey.

Mr. Jim Fay, 1 Victor Drive stated that he has a nephew in Houston and thanked both the Cottage and Fresh Ayer Sports.

Review of Warrants: G. Luca stated that he signed the following warrants on behalf of the BOS:

- 2017-08-16 Payroll 18-03 \$307,492.18
- 2017-08-30 Payroll 18-04 \$313,806.16

Appointment of Town Planner: R. Pontbriand introduced Mr. Mark Archambault, the recommended candidate for the position of Town Planner. The search committee was comprised of the following: Town Administrator Robert Pontbriand, Assistant to the Town Administrator Carly Antonellis, Chairman of the Planning Board Jim Fay, DPW Superintendent Mark Wetzel and Economic and Community Development Director Alan Manoian. R. Pontbriand read Mr. Archambault's qualifications and stated that he was the unanimous pick of the search committee.

Motion: A motion was made by G. Luca and seconded by C. Hillman to appoint Mr. Mark Archambault to the position of Town Planner effective September 26, 2017 at Grade 13 Step 3. **Motion passed 2-0.**

Ms. Alicia Hersey, CDBG Program Director: *Ayer Subsidized Housing Inventory Update* – Ms. Hersey reported that Ayer's inventory of affordable units now stands at 8.43%. The Ayer Office of Community and Economic Development will be hosting a Housing Symposium in the spring of 2018 to brainstorm on achieving a 10% subsidized housing rate.

Fletcher Building Affordable Housing Restriction Amendment – Ms. Hersey is requesting that the BOS approve an amendment to the Affordable Housing Restriction on the Fletcher Building, 49 Main Street due to the addition of an additional unit. The restriction will now state that at least 51% and no less than 4 of the units shall be deemed affordable units.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the amendment with signature by the Chair. **Motion passed 2-0.**

FY '18 CDBG Grant Public Input Hearing Process – Ms. Hersey is asking the BOS to approve of the FY'18 CDBG public input process. Two public input hearings would be held later in the fall.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the FY'18 CDBG process as presented by Ms. Hersey. **Motion passed 2-0.**

Mr. Alan Manoian, Dir. Community & Economic Development: *Presentation of Special Tax Agreement Assessment 114 East Main Street/14 Sandy Pond Road* – Mr. Alan Manoian and Town of Ayer Assessing Administrator Tom Hogan were joined by AMSC Vice-President Mr. John Kosiba to discuss a proposed special tax assessment agreement. The Town of Ayer and AMSC are proposing to enter into an agreement, subject to Town Meeting approval, which provides AMSC with a reduced property tax assessment for 10 years. In return, AMSC will move its corporate headquarters, Gridtec manufacturing operations and administrative support functions to Ayer. AMSC and the property owner will make capital investments to the property. AMSC will relocate all its employees that are currently in its existing corporate headquarters to Ayer, use local contractors and companies to support its business operations, and will partner with the Ayer Office of Community and Economic Development to develop a High School Innovation Technology Apprenticeship Program.

R. Pontbriand stated that this represents a unique opportunity for the Town of Ayer. He is recommending that the BOS approve the STAA, subject to Town Meeting approval and to call a Special Town Meeting to be held at the Ayer Town Hall on Monday September 25, 2017 at 7:00 PM.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the Special Tax Assessment Agreement between the Town of Ayer, AMSC and 114 East Main, LLC subject to Town Meeting approval. **Motion passed 2-0.**

Motion: A motion was made by G. Luca and seconded by C. Hillman to call a Special Town Meeting on Monday September 25, 2017 at 7:00 PM at the Ayer Town Hall with one agenda item, the Special Tax Assessment Agreement between the Town of Ayer, AMSC, and 114 East Main, LLC. **Motion passed 2-0.**

Nasoya Odor Issue Update: DPW Superintendent Mark Wetzel joined the BOS to discuss the ongoing odor issues coming from the Nasoya plant on New England Way. They were also joined by Mr. John Wareham, an operational consultant, representing Nasoya. R. Pontbriand explained that Town officials recently met with Nasoya and representatives from Department of Environmental Protection to discuss the odor concerns. Mr. Wareham explained that Nasoya will be investing in a 3rd scrubber and that Nasoya was doing an analysis of the exhaust stack. Mr. Wareham added that the addition of more sensors will add objectivity to the odor problem.

Mr. Don Osmer, 1 Mulberry Circle stated he appreciated that Nasoya was in attendance, but that it isn't enough and that they have heard it will get better before.

C. Hillman stated that the issue would continue to be on the agenda until it was resolved.

Superintendent Mark Wetzel, Dept. of Public Works: M. Wetzel informed the BOS about the success of the YouthWorks summer program funded by Central Ave. Compassionate Care.

Ayer Solar East (Landfill) Lease – M. Wetzel detailed the process for soliciting proposals for the lease of the land at the landfill. Per the BOS vote on February 21, 2017 to award the lease to Citizen's Energy Corporation, he has worked with Town Counsel to develop a lease agreement for execution by the BOS. Town Assessor Tom Hogan worked with Citizen's Energy to develop a PILOT agreement pursuant to approval by Town Meeting in the spring of 2017.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the lease agreement for Ayer Solar East (Landfill) as presented by M. Wetzel. **Motion passed 2-0.**

Sandy Pond Road to Wright Road Cross Country Water Main – M. Wetzel reported that 6 bids for construction of the Sandy Pond Road to Wright Road cross country water main were opened on August 23, 2017. The bids ranged in price from \$157,250.20 to \$263,850.20. The lower bidder was J. D'Amico, Inc.

Motion: A motion was made by G. Luca and seconded by C. Hillman to award the contract to D'Amico, Inc. in the amount of \$157,250.20 with signature by the Chair. **Motion passed 2-0.**

Request for Sewer Abatement – M. Wetzel presented a request for abatement by the owner of the Caza Manor Motel for the sewer portion of his recent bill due to a leak in the water line in the amount of \$4,354.78.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the sewer abatement in the amount of \$4,354.78. **Motion passed 2-0.**

Road Paving Contract – One Year Extension – M. Wetzel presented a one year extension on the contract with PJ Albert Company, for Chapter 90 paving projects.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve a one year extension with PJ Albert for the Chapter 90 paving program. **Motion passed 2-0.**

G. Luca stated he would like to begin the discussion of augmenting the Ch. 90 paving funds with free cash.

Update on Parking Management Study and Recommendations – M. Wetzel presented the findings from the parking management study undertaken by the Town and a consultant over the course of the past year. The goal of the study is to manage parking through optimization, pricing, regulation and the phased supply of parking spaces. The study resulted in several parking management strategies: 1. Review parking signage and zones to define 2 hour parking, commuter parking and resident parking areas (installing new signs as required); 2. Establish resident only parking zones and provide parking stickers to residents; 3. Establish shared parking agreements with downtown businesses. M. Wetzel stated that the Town will move forward with a phased in approach to the recommendations.

Town Administrator's Report: Administrative Update – Due to the late time, R. Pontbriand presented action items.

Appointments – R. Pontbriand is recommending that Mr. Ken Diskin be appointed to the Energy Committee effective immediately for an unexpired term to expire on June 30, 2018.

Motion: A motion was made by G. Luca and seconded by C. Hillman to appoint Mr. Ken Diskin to the Energy Committee for a term to expire on June 30, 2018. **Motion passed 2-0.**

One Day Beer/Wine License Request (9/30) – St. Mary’s Parish – R. Pontbriand presented a request from St. Mary’s Parish to have a One-Day Beer/Wine License for their Steak Fry Dinner on Saturday September 30, 2017 from 4:30 PM to 9:30 PM.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the request for a One Day Beer/Wine License for St. Mary’s Parish on Saturday September 30, 2017 from 4:30 PM to 9:30 PM. **Motion passed 2-0.**

New Business/Selectmen’s Questions: None

Approval of Meeting Minutes:

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the meeting minutes of August 15, 2017. **Motion passed 2-0.**

Adjournment:

Motion: A motion was made by G. Luca and seconded by C. Hillman to adjourn at 9:56 PM. **Motion passed 2-0.**

Minutes Recorded and Submitted by Carly M. Antonellis

Date Minutes Approved by BOS: _____

Signature Indicating Approval: _____