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TOWN CLERK
TOWN OF AYER

2017 SEP -1 AM 10:30

Susan Copeland

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



Tuesday September 5, 2017
Open Meeting Agenda

Amended 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 Town Planner**
- 7:15 PM **Ms. Alicia Hersey, Program Director, Community Development**
1. Ayer Subsidized Housing Inventory Update
2. Fletcher Building Affordable Housing Restriction Amendment
3. FY '18 CDBG Grant Public Input Hearing Process
- 7:25 PM **Mr. Alan Manoian, Dir. Comm. And Economic Development**
1. Presentation of Special Tax Agreement Assessment
114 East Main Street/14 Sandy Pond Road
- 7:45 PM **Nasoya Odor Issue Update**
- 8:00 PM **Superintendent Mark Wetzal, Dept. of Public Works**
1. Ayer Solar East (Landfill) Lease
2. Sandy Pond Road to Wright Road Cross Country Water Main
3. Request for Sewer Abatement
4. Road Paving Contract – One Year Extension
5. Update on Parking Management Study and Recommendations
- 8:30 PM **Town Administrator's Report**
1. Administrative Update
2. Appointments
3. One Day Beer/Wine License Request (9/30) – St. Mary's Parish
- 8:40 PM **New Business/Selectmen's Questions**
- 8:45 PM **Approval of Meeting Minutes**
August 15, 2017
- *Adjournment**

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

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 1, 2017

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: Recommendation for Appointment of Town Planner

Dear Honorable Selectmen,

It gives me great pleasure to recommend Mr. Mark Archambault, ACIP for appointment by the Board of Selectmen as the Town Planner.

As the Board can see from his attached resume, Mr. Archambault comes to the position of Ayer Town Planner with impeccable municipal planning credentials and almost thirty years of extensive experience. He holds a Bachelor's degree in Environmental Design and a Master's degree in Regional Planning both from the University of Massachusetts at Amherst. Additionally he is a Certified Planner (ACIP). He has previously served as a Town Planner for the Town of Orange, Massachusetts; a City Planner for the City of Nashua, N.H.; a regional planner for the Nashua Regional Planning Commission; a regional planner for the Towns of Hollis and Brookline, N.H.; served as the Smart Growth Planner for the Nashua River Watershed Association; and as a Land Use Agent for the Town of Ashby, Massachusetts.

The Town received ten qualified applications for the position of Town Planner and the Search Committee comprised of the Town Administrator, Planning Board Chairman, DPW Superintendent, Economic Development Director, and Assistant to the Town Administrator narrowed the selection down to the top three candidates to interview. The Search Committee unanimously recommended Mr. Archambault for the position of Town Planner for appointment by the Board of Selectmen.

Mr. Archambault's extensive qualifications and experience specifically with municipal planning; writing of zoning bylaws; writing of solar bylaws; writing of site plan regulations; land use credentials; stormwater and water planning experience; economic development planning and zoning; grant writing; GIS experience; and a proven record of results as a professional planner make him the ideal candidate for the Town of Ayer.


I am respectfully recommending that Mr. Mark Archambault for appointment by the Board of Selectmen as the Town Planner at a Grade 13, Step 3 with a salary of \$75,982.32 effective Monday, September 25, 2017.

Mr. Archambault will appear before the Board at your meeting on September 5, 2017.

Thank you for your time and consideration.

Attachment: Resume

RECEIVED
AUG 16 2017


August 16, 2017

Mr. Robert Pontbriand
Ayer Town Administrator
1 Main Street, Ayer, MA 01432

TOWN OF AYER
SELECTMEN'S OFFICE

Dear Mr. Pontbriand,

I am very interested in the Ayer Town Planner position. I believe my education and experience make me an ideal candidate for the position.

I first worked with Ayer through my position as Smart Growth Circuit Rider with the Nashua River Watershed Association (NRWA), where I participated in regional efforts to safeguard water resources through a variety of planning efforts, including the proposed designation of the Nashua River under the national Wild and Scenic River program. As Smart Growth Circuit Rider, I assisted the Department of Public Works with Ayer's Stormwater Management bylaw and also helped to educate the Conservation Commission on the protection of riparian buffers. Through the NRWA, I assisted several towns in both Massachusetts and New Hampshire with natural resource protection zoning and regulatory measures, including preparation of several open space residential development bylaws, stormwater management bylaws, and local wetlands protection bylaws. I also organized and presented many day and evening workshops on topics related to smart growth and water resource protection.

As the Ashby Land-Use Agent, I have prepared a bylaw to promote economic development of the town center, and wrote the District Local Technical Assistance Grant applications to conduct public water and sewer feasibility studies. I reorganized and rewrote Ashby's Site Plan Regulations and worked on many other planning projects, including updates to the Community Development Plan (Master Plan).

Prior to working at the NRWA, I was a shared Town Planner for the towns of Hollis and Brookline, New Hampshire, where I was responsible for coordinating plan review and writing staff reports on all subdivision and site plan applications before the Planning Boards. I crafted new zoning provisions and subdivision and site plan regulations for both towns. As Long-Range Planner with the City of Nashua in the 1990's, I was in charge of preparing the 2000 Master Plan update, which received the 'best planning project' award for that year from the Northern New England Chapter of the American Planning Association. As Master Plan project manager, I coordinated the work of other planning staff to produce both AutoCAD and GIS maps.

My resume and list of references is enclosed as part of this application package. If you should have any questions, please feel free to call me at 603-881-8591 (home) or 603-848-1252 (cell).

I look forward to hearing from you and interviewing for the Town Planner position.

Sincerely,



Mark P. Archambault, AICP

LIST OF PROFESSIONAL AND PERSONAL REFERENCES

MARK ARCHAMBAULT, AICP
[REDACTED]
[REDACTED]

Note: I will be out of town between August 18 and August 27, back on Monday, August 28.

Nashua River Watershed Association

- **Elizabeth Ainsley Campbell**, Director [REDACTED]
- **Peter Lowitt, FAICP**, Planning Director, Devens Enterprise Commission (*was on Steering Committee*)
[REDACTED]
- **Neil Angus, AICP, CEP, LEED**, Environmental Planner, Devens Enterprise Commission,
[REDACTED]
- **Karen Chapman**, former Town Planner, Townsend, MA ([REDACTED] office)

Town of Ashby

- **Alan Pease**, Planning Board ([REDACTED])

Hollis and Brookline, NH

- **Virginia Mills**, former Hollis Assistant Planner ([REDACTED])

City of Nashua, NH

- **Roger Houston, AICP**, Planning Director ([REDACTED])

Friends

- **Dr. John Coulter**, close friend of many years ([REDACTED])
- **Christopher Ryan, AICP**, close friend of many years ([REDACTED])

Mark P. Archambault, AICP

Key Accomplishments

- **2005 – Present**, As Smart Growth Circuit Rider at the Nashua River Watershed Association, assisted several towns in the watershed with the preparation of new or improved bylaws and regulations promoting the protection of surface and groundwater resources; organized and presented many workshops on water resource protection, and prepared an interstate guide to water resource protection in Massachusetts and New Hampshire
- **2002**, Awarded “*Best Planning Project of 2000*” by the Northern New England Chapter of the American Planning Association for project management and authorship of the City of Nashua 2000 Master Plan Update

Employment

2011 – Present Town of Ashby, Massachusetts ***Land-Use Agent***

As Land-Use Agent, responsible for planning projects such as updating existing bylaws and regulations, updating the Master Plan, applying for grants and assisting with plan review. Some recent projects include:

- A new **Ashby Village Center Overlay District** bylaw to promote compact development in the town center consistent with the recently completed Sustainable Economic Development Plan
- A new Solar Energy Bylaw
- A comprehensive re-write of the Site Plan Regulations
- Grant writing for District Local Technical Assistance grants from the Commonwealth of Massachusetts that have funded public water supply, sewer, and build-out studies
- Revisions to Ashby’s Open Space and Recreation Plan
- Reorganization of the Ashby Zoning Bylaws
- Completion of Ashby’s first Infrastructure Planning Inventory as a first step towards developing a Capital Improvements Planning process for the town

2005 – Present Nashua River Watershed Association
Smart Growth Circuit Rider

SMART GROWTH OUTREACH:

Assisted municipalities in the Squannacook-Nissittissit sub-basins of the Nashua River watershed with regulatory and non-regulatory measures to safeguard water quality and promote smart growth. This involved working with several Planning Boards and Conservation Commissions in both Massachusetts and New Hampshire. Examples of smart growth measures that have been adopted by municipalities include:

Groton, MA: Phase II Stormwater and Low-Impact Development Bylaw

Townsend, MA: Phase II Stormwater Bylaw and Regulations

Pepperell, MA, Ashby, MA and Greenville, NH: Open Space Residential Development Bylaws

In addition to regulatory work, organized and presented a number of workshops on a wide variety of smart growth and resource protection topics including septic systems, low-impact development, erosion and sedimentation control, sustainable development and ecological landscaping practices.

2000-2004 Nashua Regional Planning Commission
Hollis-Brookline, NH, Town Planner

DEVELOPMENT REVIEW AND ZONING ADMINISTRATION:

Assisted Planning Boards with development review of subdivision, site plan and home business applications. Prepared several zoning ordinance and subdivision amendments for Hollis and Brookline including: impact fees, outdoor lighting, home businesses, rural character preservation, wetland protection and open space residential development.

LONG-RANGE PLANNING AND SPECIAL PROJECTS:

- Project manager and author of annual Capital Improvements Plans (CIPs) for Brookline
 - Developed residential impact fee ordinance and fee schedule for Brookline
- Primary author of new innovative zoning ordinance for Hollis, “Rural Character Preservation Ordinance” which permits aesthetic and design issues to be considered in the plan approval process
- Prepared smart growth study of the Towns of Hollis and Brookline as part of Regional Plan
 - Wrote grant applications for local bicycle and pedestrian trail proposal

1994-2000 City of Nashua, NH
City Planner II / III

LONG-RANGE PLANNING:

Nashua 2000 Master Plan Project Manager and principal author

- Research, data organization, and analysis
- Coordination of Planning Department staff in preparation of data acquisition, AutoCAD maps and goal setting
- Supervision of interns -Project manager, with responsibility for preparation of plan and supervision of intern
- Organized public review design charrette on draft plan
- Gave oral presentations at public meetings and hearings

OTHER PLANNING DUTIES:

- Urban Trails Alliance
- Grant writing and administrative duties
- Assistance with trail development.
- Broad Street Parkway Project
- Planning Department staff contact for project
- Coordinated public comment process with Director of Community Development

1991-1994 Nashua Regional Planning Commission
Regional Planner

REGIONAL PLANNING PROJECTS:

- Wellhead Protection Program for Milford and Amherst, NH
- Coordinated project with NH Department of Environmental Services, Wellhead Protection Bureau
- Fieldwork in Milford and Amherst, public meetings and presentation in Milford
- Merrimack River HAZMAT Incident Notification and Response Plan
- Coordination with other regional planning commissions and state emergency response agencies in both MA and NH
- Planning Board Training Videos
- Assisted in scripting, production, filming, and editing of plan review training videos

CIRCUIT RIDER FOR THE TOWN OF HOLLIS, NH:

- Assisted planning board with subdivision and site plan review
- Responsible for zoning administration
- Updated point system for subdivision approval
- Developed administrative policy on plan review involving Board of Selectmen, ZBA, Planning Board, and Building Inspector
- Amended Hollis Zoning Ordinance and Subdivision Regulations

1989-1991 Town of Orange, MA
Town Planner

- Staffed the Land-Use Boards including Planning Board, ZBA, and Conservation Commission
- Coordinated all aspects of departmental review for the above Land-Use Boards, including agenda setting, meeting with applicants, site visits, meeting coordination, and administrative work
- Wrote several amendments for the Orange Zoning Bylaws
- Prepared interdepartmental plan review procedures and checklist

Education

Master of Regional Planning, September, 1991
University of Massachusetts, Amherst, MA

Bachelor of Science in Environmental Design May, 1983
University of Massachusetts, Amherst, MA

Interests and Volunteerism

- Avid hiker, kayaker, birdwatcher and amateur naturalist
- Leads spring and fall birding walks for the Nashua River Watershed Association
- ‘Big Brother’ through the Nashua Big Brother / Big Sister program from 1997 – 2005
- Hospice volunteer through the Hunt Community in Nashua, NH from 2013 - 2014

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

FROM: Alicia Hersey, Program Manager

DATE: August 30, 2017

RE: MGL Chapter 40B – Ayer Subsidized Housing Inventory Update

Attached please find the latest update to Ayer's Subsidized Housing Inventory (SHI) under MGL c. 40B, as approved by the state Dept. of Housing & Community Development.

We are currently in the process of adding an additional 13 units to the list. This represents the two Habitat for Humanity units and 11 units at the Willows. Applications for the inclusion of these 13 units have been submitted to DHCD by this office last February. It is important to note that in 2017 the Town of Ayer will lose 11 units of affordable housing. This represents the natural attrition of the 87 Ayer Housing Rehabilitation Units that will continue over the next five years. Unfortunately DHCD no longer allows the Affordable Housing Rehabilitation units to be listed on the SHI inventory.

Ayer's inventory of affordable units now stands at 8.43%. The projected inventory with the loss of 11 units and the additional 13 units will be 8.5%.

In response to this prospective loss of affordable housing units the Ayer Office of Community and Economic Development is proposing a day-long "Ayer Affordable Housing Symposium" to explore in partnership with various (private-sector & public sector) local, regional and State-level professionals and colleagues the planning and development of additional affordable housing within our community. This Symposium will include expert speaker panel sessions, neighborhood mobile-walking workshops, and a visioning/design studio gathering. The AOCED proposes the Ayer Affordable Housing Symposium for Spring 2018.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Ayer

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
164	Silas Nutting Grove Apts	18 Pond Street	Rental	7	Perp	No	DHCD
165	Silas Nutting Grove Apts	Pond St.	Rental	20	Perp	No	HUD HUD DHCD HUD
166	Silas Nutting Grove Apts	Pond St.	Rental	34	Perp	No	DHCD
167	n/a	Issac's Ln(12u)/18 Pond(1u)	Rental	13	Perp	No	DHCD
175	Woodland Village	68 East Main Street	Ownership	3	2031	No	DHCD
3972	Ayer Assisted Living	Winthrop Avenue	Rental	73	2035	No	DHCD DHCD
4202	DDS Group Homes	Confidential	Rental	0	N/A	No	DDS
4824	Ayer HOR Program	Pearl Street	Ownership	2	8/09/17	No	DHCD
4825	Ayer HOR Program	Pineridge Drive	Ownership	1	4/12/17	No	DHCD
4826	Ayer HOR Program	High Street	Ownership	1	4/01/17	No	DHCD

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Ayer

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
4828	Ayer HOR Program	Oakridge Drive	Ownership	1	5/13/17	No	DHCD
4829	Ayer HOR Program	Oakridge Drive	Ownership	1	12/19/17	No	DHCD
4830	Ayer HOR Program	Cambridge St.	Ownership	1	12/03/17	No	DHCD
4831	Ayer HOR Program	Willard Street	Ownership	1	8/15/17	No	DHCD
4832	Ayer HOR Program	Sandy Pond Rd.	Ownership	1	7/08/17	No	DHCD
4834	Ayer HOR Program	Fitchburg Rd	Ownership	1	9/13/17	No	DHCD
4835	Ayer HOR Program	Willard Street	Ownership	1	5/2/20	No	DHCD
4836	Ayer HOR Program	Grove St	Ownership	1	10/07/17	No	DHCD
4837	Ayer HOR Program	Snake Hill Rd	Ownership	1	2/14/20	No	DHCD
4838	Ayer HOR Program	McDowell St	Ownership	1	3/18/18	No	DHCD
4839	Ayer HOR Program	Snake Hill Road	Ownership	1	4/23/18	No	DHCD
4841	Ayer HOR Program	Oakridge Dr	Ownership	1	3/18/18	No	DHCD
4842	Ayer HOR Program	Victor Drive	Ownership	1	3/08/18	No	DHCD
4843	Ayer HOR Program	Oakridge Drive	Ownership	1	5/06/18	No	DHCD

11/21/2016

This data is derived from information provided to the Department of Housing and Community Development (DHCD) by individual communities and is subject to change as new information is obtained and use restrictions expire.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Ayer

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
4844	Ayer HOR Program	Columbia Street	Rental	4	8/04/18	No	DHCD
4845	Ayer HOR Program	Pleasant Street	Ownership	1	10/07/17	No	DHCD
4846	Ayer HOR Program	West Main Street	Ownership	1	10/18/19	No	DHCD
4847	Ayer HOR Program	High Street	Ownership	1	10/18/19	No	DHCD
4848	Ayer HOR Program	Sandy Pond Road	Ownership	1	10/8/19	No	DHCD
4849	Ayer HOR Program	Vernon Street	Ownership	1	4/27/19	No	DHCD
4850	Ayer HOR Program	Maple Street	Ownership	1	4/27/19	No	DHCD
4851	Ayer HOR Program	Washington Street	Ownership	1	6/14/19	No	DHCD
4852	Ayer HOR Program	Grove Street	Ownership	1	6/07/19	No	DHCD
4853	Ayer HOR Program	Washington Street	Ownership	1	3/16/19	No	DHCD
4854	Ayer HOR Program	Grove Street	Ownership	1	6/15/19	No	DHCD
4855	Ayer HOR Program	Grove Street	Ownership	1	1/06/19	No	DHCD
4856	Ayer HOR Program	West Main Street	Ownership	2	8/07/19	No	DHCD
4857	Ayer HOR Program	Columbia Street	Rental	2	1/26/19	No	DHCD

11/21/2016

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DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Ayer

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
4858	Ayer HOR Program	Pearl Street	Ownership	1	2/24/20	No	DHCD
4859	Ayer HOR Program	Forest Street	Ownership	1	12/04/18	No	DHCD
4860	Ayer HOR Program	Willard Street	Ownership	1	12/31/18	No	DHCD
6252	Habitat for Humanity	Forest Street	Ownership	1	perp	No	DHCD
7087	Ayer HOR Program	Jackson Street	Ownership	2	4/25/2020	No	DHCD
7088	Ayer HOR Program	Pearl Street	Rental	2	5/2/2020	No	DHCD
7089	Ayer HOR Program	Oakridge Drive	Ownership	1	6/7/2020	No	DHCD
7090	Ayer HOR Program	Mark Street	Ownership	1	6/30/2020	No	DHCD
7091	Estates at Harvard Hills	Bates & Auman Streets	Ownership	12	perp	Yes	DHCD
7095	Chandler Place	West Street	Ownership	2	2054	No	DHCD
7636	Ayer HOR Program	Bligh Street	Ownership	1	7/26/2020	NO	DHCD
7637	Ayer HOR Program	Grove Street	Ownership	1	9/27/2020	No	DHCD
7638	Ayer HOR Program	Mark Street	Ownership	1	7/6/2020	No	DHCD
7639	Ayer HOR Program	Pineridge Drive	Ownership	1	8/10/2020	No	DHCD

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Ayer

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
7640	Ayer HOR Program	Pineridge Drive	Ownership	1	10/11/2020	No	DHCD
7641	Ayer HOR Program	Sculley Road	Ownership	2	12/5/2020	No	DHCD
7642	Ayer HOR Program	Willard Street	Ownership	1	12/5/2020	No	DHCD
7643	Ayer HOR Program	Union Street	Ownership	1	12/29/2020	No	DHCD
7644	The Spaulding Building	25 Main Street	Rental	7	2036	No	DHCD
7723	Ayer HOR Program	Grosvenor Street	Ownership	1	3/14/2021	NO	DHCD
7724	Ayer HOR Program	Highland Avenue	Ownership	1	1/3/2021	NO	DHCD
7725	Ayer HOR Program	Third Street	Ownership	1	3/31/2021	NO	DHCD
7726	Ayer HOR Program	West Main Street	Mix	4	3/31/2021	NO	DHCD
7727	Ayer HOR Program	Pleasant Street	Ownership	2	3/14/2021	NO	DHCD
7728	Ayer HOR Program	East Main Street	Rental	4	4/7/2021	NO	DHCD
7729	Ayer HOR Program	Vernon St	Ownership	1	9/7/2020	NO	CDBG
8561	Autumn Ridge Farms Condominium	Groton Road	Ownership	2	perp	NO	DHCD
8689	Ayer HOR Program	Pleasant St	Mix	3	2021	NO	DHCD

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Ayer

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
8690	Ayer HOR Program	Willard St	Ownership	1	2021	NO	DHCD
8691	Ayer HOR Program	West Main St	Rental	1	2021	NO	DHCD
8692	Ayer HOR Program	Oakridge Dr	Ownership	1	2022	NO	DHCD
8867	Ayer HOR Program	East Main St	Ownership	3	2023	NO	DHCD DHCD
8868	Ayer HOR Program	Pleasant St	Ownership	1	2022	NO	DHCD
8869	Ayer HOR Program	Prospect St	Ownership	1	2022	NO	DHCD
8870	Ayer HOR Program	Fletcher St	Ownership	2	2022	NO	DHCD
8871	Ayer HOR Program	Forest St	Ownership	1	2023	NO	DHCD
8872	Ayer HOR Program	Pleasant St	Ownership	1	2023	NO	DHCD
9133	Pleasant Street School	62 Pleasant St	Rental	22	2059	NO	DHCD
9134	The Willows	Willow Road	Ownership	6	Perp	YES	MassHousing
9739	49 Main Street	49 Main Street	Rental	4	2026	NO	DHCD

Ayer Totals

290 Census 2010 Year Round Housing Units 3,440
 Percent Subsidized 8.43%

292

8.81%

This data is derived from information provided to the Department of Housing and Community Development (DHCD) by individual communities and is subject to change as new information is obtained and use restrictions expire.

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

FROM: Alicia Hersey, Program Manager

DATE: August 28, 2017

RE: Fletcher Building Affordable Housing Restriction Amendment

Mr. Robert France the owner of the Fletcher Building, granted the Town and DHCD a 15 year "Affordable Housing Restriction" during the rehabilitation of his property at 49 Main St. A grant was given in exchange for 4 affordable unit. The Affordable Housing Restriction (AHR) was written such that 67% (four of the six units) would be affordable. Recently Mr. France has been approved by the Zoning Board to add a seventh unit. We are proposing the following amendment:

1. Section 4(a) of the AHRA is hereby amended to provide that at least **fifty-one (51%) percent** and no less than 4 of the units in the Project (the "CDBG Units") shall be leased exclusively to persons or families whose annual incomes are less than eighty percent (80%) of the median income for the Area based on family size as determined by HUD.

This amendment has been proposed to DHCD and they are in agreement.

Request the Board of Selectmen approve or deny the Amendment to the Affordable Housing Restriction for Fletcher Building. Signature by the Chairman

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ECONOMIC DEVELOPMENT FUND

SECOND AMENDMENT TO
AFFORDABLE HOUSING RESTRICTION

AGREEMENT made as of this 27th day of August, 2017, by and among Bonnet Realty, LLC, a Massachusetts Limited Liability Company with an address of 1000 Mount Laurel, Suite 4, Shirley, Massachusetts 01464 (the "Borrower"), 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").

WHEREAS, the Borrower has entered into an Affordable Housing Restriction Agreement (the "AHRA") with the DHCD and the Municipality as set forth in document dated October 18, 2011 and recorded with the Middlesex South District Registry of Deeds in Book 57820, Page 461, as amended by document October 16, 2012 and recorded with said Deeds in Book 60593, Page 567 affecting a parcel of land located at 49 Main Street, Ayer, Massachusetts (the "Premises");

WHEREAS, the Borrower has converted a portion of previously used commercial space located on the Premises into an additional rental housing unit. The new unit will not be classified as a CBDG Unit according to the AHRA. The addition of the new unit will change the percentage of affordable units to 57% which is less than the allowed 67% as provided for in paragraph 4(a) of the AHRA;

WHEREAS, the Borrower, DCHD and the Municipality desire to amend the AHRA in order to reduce the minimum requirement of affordable units from 67% to 51% which will allow the project to remain compliant with all terms and provisions contained in the AHRA;

NOW, THEREFORE, for valuable consideration each to the others delivered, the receipt and sufficiency of which hereby are acknowledge, the Borrower, the Municipality and DCHC hereby agree as follows:

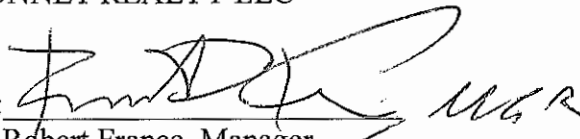
1. Section 4(a) of the AHRA is hereby amended to provide that at least fifty-one (51%) percent and no less than 4 of the units in the Project (the "CDBG Units") shall be leased exclusively to persons or families whose annual incomes are less than eighty percent (80%) of the median income for the Area based on family size as determined by HUD.

2. Except as explicitly modified herein, the AHRA shall remain in full force and effect in accordance with its original terms, which are hereby ratified and confirmed.

3. The amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument under Massachusetts laws, as of the date and year first above written.

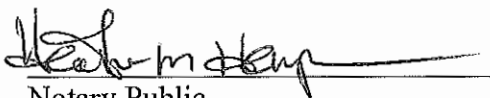
BONNET REALTY LLC

by: 
Robert France, Manager

COMMONWEALTH OF MASSACHUSETTS

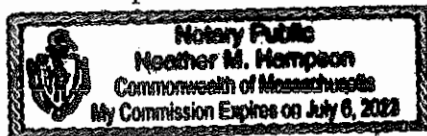
Middlesex, ss

On this 27th day of August, 2017, before me, the undersigned notary public, personally appeared Robert France, authorized signatory of Bonnet Realty, LLC, proved to me through satisfactory evidence of identification, which was Personal Knowledge to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily in such capacity for its stated purpose.



Notary Public

My commission expires:



TOWN OF AYER

by: _____
Name: _____
Title: _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ____ day of August, 2017, before me, the undersigned notary public, personally appeared _____, the _____ of the Town of Ayer, 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 signed it voluntarily in such capacity for its stated purpose.

Notary Public
My commission expires:

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

by: _____
Name: _____
Title: _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ____ day of August, 2017, before me, the undersigned notary public, personally appeared _____, the _____ of the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development, 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 signed it voluntarily in such capacity for its stated purpose.

Notary Public
My commission expires:

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 S. Manoian, Director Ayer OCED
Alicia Hersey, Program Manager

DATE: August 30, 2017

RE: BOS Approval of FY18 CDBG Grant Public Input Hearing Process

In preparation for the 2018 DHCD State grant cycle, our office is preparing to proceed with the FY 18 Grant Application Public Input Process. We are proposing two Public Input Hearings for Ayer's citizens to discuss our current Community Development Strategy, future needs and additions to the CDS to include the Town's current and future priorities and needs based on these local hearings.

The two proposed Public Input Hearings would be held on September 27th and October 12th. In preparation for the Sept. 27th Hearing, we will conduct (on Tuesday Sept. 26th at 6:00PM) a Public Architectural History & Neighborhood Design Walking Tour of the Grove Pond Neighborhood - including Oak St., Grove St., Prospect St., Elm St. and more. Simultaneously we will be meeting with various Town Boards and Commissions to review the Town's CDS and gain their input. Per DHCD and CDBG grant submission protocol, the Ayer Office of Community & Economic Development is required to notify the BOS of its intention and receive authorization from the Board to proceed.

The AOCED will provide a Report to the Ayer BOS at your November 7th meeting.

Alan S. Manoian
Director, Community and Economic Development

Request the Board of Selectmen approve by vote the FY18 CDBG Public Input Process.

**SPECIAL TAX ASSESSMENT AGREEMENT
BY, BETWEEN AND AMONG THE TOWN OF AYER, MASSACHUSETTS,
AMERICAN SUPERCONDUCTOR CORPORATION AND 114 EAST MAIN STREET,
LLC**

This Special Tax Assessment (“STA”) Agreement (the “Agreement”) is made this ____ day of _____ 2017, by and between the TOWN of AYER, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, having a principal place of business at Town Hall, 1 Main Street, Ayer, 01432, acting through its Board of Selectmen, (hereafter called the “TOWN”), and American Superconductor Corporation (hereafter called “AMSC”), a Delaware corporation, and 114 EAST MAIN STREET, LLC, (hereafter called “114 EAST MAIN STREET, LLC”) a Massachusetts real estate advisor/developer, both with a principal place of business at 114 East Main Street/14 Sandy Pond Road, Ayer, MA 01432 (both collectively “114 EAST MAIN STREET, LLC/AMSC”), acting through John Kosiba, AMSC Senior Vice President, Chief Financial Officer & Treasurer, and Steve Goodman, 114 EAST MAIN STREET, LLC, President, respectively.

WHEREAS, 114 EAST MAIN STREET, LLC intends to acquire and AMSC intends to occupy certain real estate located at 114 East Main Street/14 Sandy Pond Road in Ayer, shown as Parcel 119 on Town of Ayer Assessor’s Map 28 and Parcel 75 on Town of Ayer Assessor’s Map 34 (the “PROPERTY”); and

WHEREAS, 114 EAST MAIN STREET, LLC/AMSC is committed to further improve the PROPERTY and desires to obtain certain exemptions from property taxation from the TOWN on the investment in the PROPERTY for a limited period of time; and

WHEREAS, AMSC intends to relocate to and strives to maintain and to expand operations at the PROPERTY; and

WHEREAS, the TOWN is willing to grant said exemption from certain municipal property taxes in return for a guarantee of capital investment in the PROPERTY by 114 EAST MAIN STREET, LLC/AMSC, for the investment in new employment opportunities for workers at 114 EAST MAIN STREET, LLC/AMSC, and other commitments by 114 EAST MAIN STREET, LLC/AMSC to the TOWN.

NOW, THEREFORE, in consideration of mutual promises contained herein, the sufficiency of which is hereby acknowledged, 114 EAST MAIN STREET, LLC/AMSC and the TOWN agree as follows:

I. 114 EAST MAIN STREET, LLC/AMSC OBLIGATIONS

1. 114 EAST MAIN STREET, LLC/AMSC shall invest approximately \$2.5 million over a five (5) year period in the construction, renovation and improvement of the PROPERTY, as well as, acquisition and/or moving and setup cost associated with machinery to be installed and operated

at the PROPERTY. The renovations shall significantly enhance the PROPERTY's customer and community appearance and condition.

2. AMSC shall transfer all of its business operations conducted in Massachusetts to the PROPERTY by no later than March 31, 2018. 114 EAST MAIN STREET, LLC/AMSC shall conduct its business operations at the PROPERTY for a minimum of fifteen (15) years from the date of the executed Special Tax Assessment Agreement.

3. If AMSC relocates its business operations from the PROPERTY in Ayer, Massachusetts or if this agreement is decertified by the Massachusetts Economic Assistance Coordinating Council ("EACC") during the period beginning on the date of execution of this Agreement through the last day of Year 11 of this Special Tax Assessment Agreement, 114 EAST MAIN STREET, LLC shall be obligated to repay to the TOWN 50% of the total Local Tax Incentive (as defined below) for the prior years of the agreement.

4. If AMSC relocates its business operations from the PROPERTY in Ayer, Massachusetts or if this agreement is decertified by the Massachusetts EACC during the period beginning on the first day of Year 12 of this Agreement through the last day of Year 15 from the date of execution of this Special Tax Assessment Agreement, 114 EAST MAIN STREET, LLC shall be obligated to repay 25% of the total Local Tax Incentive for the prior years of the agreement.

5. AMSC agrees to move all of its eighty-two (82) current employees, their operations and job functions that are currently in the Devens, Massachusetts PROPERTY to the PROPERTY in Ayer, Massachusetts and shall agree not to relocate any of these jobs outside of the PROPERTY in Ayer, Massachusetts. AMSC shall strive to maintain and grow its workforce for the duration of this STA Agreement.

6. 114 EAST MAIN STREET, LLC/AMSC shall make reasonable efforts to use local Ayer companies and contractors for any construction, improvements or renovations on the PROPERTY, and to use local contractors that have registered apprenticeship programs with the State to encourage the training of a skilled workforce.

7. 114 EAST MAIN STREET, LLC/AMSC shall make reasonable and demonstrable effort to use local Ayer landscape & facility maintenance companies at the PROPERTY and reasonable efforts will be made to use local Ayer restaurants & eateries for corporate & special event catering at the PROPERTY.

8. AMSC shall partner with Office of Community & Economic Development to incrementally develop & offer a High School Innovation Technology Apprenticeship Program and/or Innovation Technology Mentor Program, and a bi-annual AMSC Student Visitation & Tour Series.

9. If 114 EAST MAIN STREET, LLC/AMSC decides to vacate the PROPERTY or to discontinue the operations of the business at the PROPERTY, 114 EAST MAIN STREET, LLC/AMSC shall give the TOWN at least three (3) months advance notice of its intent to so

vacate, transfer or discontinue. Said notice shall be given by certified mail, return receipt requested, to the Town Administrator, Town Hall, 1 Main Street, Ayer, MA 01432.

10. 114 EAST MAIN STREET, LLC shall not demolish the buildings or structures on the PROPERTY for a period of fifteen (15) years from the date of execution of this Special Tax Assessment Agreement, unless to construct a new Technology, Industrial, and/or Manufacturing building of equal or larger building size.

11. If 114 EAST MAIN STREET, LLC demolishes the buildings or structures on the Property by the beginning of (Year 16) from the date of execution of this Special Tax Assessment Agreement, 114 EAST MAIN STREET, LLC will repay to the TOWN 25% of the Local Tax Incentive.

12. 114 EAST MAIN STREET, LLC shall make a concerted and demonstrable effort, in direct partnership with the Ayer Office of Community & Economic Development, to tenant the subject property with a Technology, Industrial, and/or Manufacturing use for a ten (10) year period.

13. 114 EAST MAIN STREET, LLC/AMSC shall provide the Commonwealth and the TOWN with an annual report no later than March 31st for each calendar year of the STA Agreement for the first five (5) years of the Agreement. Said report shall contain the following information: (1) employment levels at the PROPERTY; (2) number of residents of the TOWN and each other city or town employed at the PROPERTY at the end of the reporting period; (3) utilization of local contractors for construction, improvement or renovations during the year; (4) a summary of 114 EAST MAIN STREET, LLC/AMSC financial contribution to the TOWN including property taxes, vehicles excise taxes, water and sewer fees, and any other payments or contributions required under this Agreement. 114 EAST MAIN STREET, LLC/AMSC shall also contemporaneously provide to the TOWN copies of all other applications, submissions and reports filed by 114 EAST MAIN STREET, LLC/AMSC with the Massachusetts Office of Business Development ("MOBD") or MOBD's Economic Development Incentive Program ("EDIP"), to the extent such documents constitute public records.

14. If 114 EAST MAIN STREET, LLC/AMSC fail to meet the obligations specified in Sections I.1 through I.8 above, the TOWN, acting through its Board of Selectmen, may request decertification of the STA and related 114 EAST MAIN STREET, LLC/AMSC project by the Massachusetts EACC. Prior to requesting such decertification, the TOWN shall give written notice of the alleged default to 114 EAST MAIN STREET, LLC/AMSC and an opportunity to meet with appropriate TOWN officials to discuss a cure for the alleged default. 114 EAST MAIN STREET, LLC/AMSC shall have 30 days from the date of the written notice to respond to the TOWN regarding any alleged default, and 120 days from the date of the written notice to cure such default; provided, however, that the time to cure such default shall be extended where the inability to cure results from reasons of force majeure (e.g. act of God, act of war, terrorism) wholly beyond the control of 114 EAST MAIN STREET, LLC/AMSC.

II. TOWN'S OBLIGATIONS

1. Contingent on 114 EAST MAIN STREET, LLC/AMSC complying with its obligations and conditions set forth in Sections I.1 through I.14 above, the TOWN shall grant an STA exemption to 114 EAST MAIN STREET, LLC/AMSC in accordance with Massachusetts General Laws, Chapter 23A, Sections 3E-3F; Chapter 40, Section 59; and Chapter 59, Section 5. Said STA exemption shall be granted on the full assessed value of the PROPERTY and all improvements made to the same, and shall be based on the assessed value of the real property for each fiscal year in which the exemption applies.
2. Said STA exemption shall commence beginning July 1 of the first fiscal year following the later of the execution of this Agreement or 114 EAST MAIN STREET, LLC/AMSC acquisition of the PROPERTY and shall end in the tenth (10th) fiscal year thereafter.
3. Attached hereto as EXHIBIT A is a Local Incentive Valuation Worksheet setting forth the estimated calculation of the STA exemption (the "Local Tax Incentive").

III. ADDITIONAL PROVISIONS

1. This Agreement shall be binding on 114 EAST MAIN STREET, LLC/AMSC, its successors and assigns.
2. The matters described above as obligations of 114 EAST MAIN STREET, LLC/AMSC are only conditions to the eligibility for tax exemptions under this Agreement, and do not create any enforceable obligation or covenants of 114 EAST MAIN STREET, LLC/AMSC, other than as described herein. The TOWN acknowledges and agrees that its sole and exclusive remedy for any breach, default, or failure by 114 East Main Street, LLC. /AMSC to satisfy any of its respective obligations and conditions under this Agreement are set forth in Sections I.3, I.4 and I.11 of the 114 East Main Street, LLC/AMSC Obligation Section of this Agreement.
3. This Agreement is subject to Massachusetts General Laws Chapter 23A, Sections 3A-3F inclusive; Chapter 40, Section 59; and Chapter 59, Section 5, as may be amended from time to time.
4. Should any provision of the Agreement be declared or be determined by a court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected thereby and said illegal or invalid part, term, or provisions shall be deemed not to be part of the Agreement upon such declaration or determination.
5. 114 EAST MAIN STREET, LLC/AMSC shall comply with all Federal, State and local laws, rules, regulations and orders applicable to this Agreement and the operations and activities at the PROPERTY, 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.

6. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the parties submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

7. The Agreement may only be amended or modified by a written instrument. The failure of any party at any time to require the performance of any provision hereof shall in no manner affect the right of such party at a later time to enforce the same.

8. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be signed by a signature delivered by facsimile or other electronic image, which shall bind the party so signing.

9. This Agreement shall be effective commencing on _____, 2017. All obligations of 114 EAST MAIN STREET, LLC/AMSC and the TOWN with respect to the STA (EXHIBIT A) shall expire on _____, 2027 (or June 30 of the tenth (10th) fiscal year after 114 EAST MAIN STREET, LLC/AMSC first receives an STA hereunder, if later). The remaining agreement, excluding EXHIBIT A, shall expire on _____, 2032.

EXECUTED as a sealed instrument on the day and year first above written.

TOWN OF AYER
BOARD OF SELECTMEN

AMERICAN SUPERCONDUCTOR
CORPORATION

(Signature)

(Name and Title)

114 EAST MAIN STREET, LLC

(Signature)

(Name and Title)

**TOWN OF AYER
FISCAL YEAR 2018
*SPECIAL TAX AGREEMENT (STA) DRAFT PROPOSAL**

STA Assumptions:

Parcel I.D.	28-119 & 34-75
FY2017 Market Valuation	3,934,000
FY2017 CIP Tax Rate	\$30.64
Est. Annual Tax Increase%	3.8%
STA Exemption Term (Years)	10
Growth Valuation (10 years)	0

Year	Fiscal Year	Tax Rate	Market Valuation	Market Tax	STA Valuation Exemption%	STA Net Taxable Valuation	STA Valuation Exemption	STA RE Tax	STA RE Tax Exempted
1	2018	\$31.80	3,934,000	\$125,101	90%	393,400	3,540,600	\$12,510	\$112,591
2	2019	\$33.01	3,934,000	\$129,861	70%	1,180,200	2,753,800	\$38,958	\$90,903
3	2020	\$34.26	3,934,000	\$134,779	50%	1,967,000	1,967,000	\$67,389	\$67,389
4	2021	\$35.56	3,934,000	\$139,893	40%	2,360,400	1,573,600	\$83,936	\$55,957
5	2022	\$36.91	3,934,000	\$145,204	30%	2,753,800	1,180,200	\$101,643	\$43,561
6	2023	\$38.31	3,934,000	\$150,712	25%	2,950,500	983,500	\$113,034	\$37,678
7	2024	\$39.77	3,934,000	\$156,455	20%	3,147,200	786,800	\$125,164	\$31,291
8	2025	\$41.28	3,934,000	\$162,396	15%	3,343,900	590,100	\$138,036	\$24,359
9	2026	\$42.85	3,934,000	\$168,572	10%	3,540,600	393,400	\$151,715	\$16,857
10	2027	\$44.48	3,934,000	\$174,984	5%	3,737,300	196,700	\$166,235	\$8,749
Totals				\$1,487,957			13,965,700	\$998,620	\$489,336

STA Impact Summary:

Total Market RE Tax	\$1,487,957
Total STA RE Tax	\$998,620
Total Valuation Exempted	13,965,700
Total RE Tax Exempted	\$489,336
% RE Tax Exempted	33%

**This is a confidential proposal that is subject to both Board of Selectmen and Ayer Town Meeting approval.*

DEPARTMENT OF PUBLIC WORKS

Mark L. Wetzel, P.E., Superintendent
Daniel Vas Schalkwyk, P.E. Town Engineer
Pamela J. Martin, Business Manager



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

MEMORANDUM

Date: August 30, 2017
To: Board of Selectmen
From: Mark Wetzel, P.E. Superintendent of Public Works
Dan Van Schalkwyk, P.E., Town Engineer
Subject: **September 5 Meeting Agenda Items**

1. **Ayer Solar East (Landfill) Lease** – The Ayer DPW solicited proposals for “Land Lease for Solar Photovoltaic Projects at Town Owned Locations”. The Board voted to award the lease to Citizens Energy Corporation at the February 21, 2017 meeting. We have worked with Town Counsel to develop a lease agreement for execution by the board. Note that the Lease will be with Ayer East Solar, LLC which is wholly owned and controlled by Citizens. The lease payment will be based on the watts of AC power generated. The project as designed generates 0.975 MW DC which is approximately \$26,000 per year. In addition, Citizens will have an annual Payment In Lieu of Taxes (PILOT) which will be negotiated when the project construction cost is better defined.
2. **Sandy Pond Road to Wright Road Cross Country Water Main** - Bids for construction of the Sandy Pond Road to Wright Road Cross Country Water Main were opened on August 23, 2017. A total of 6 bids were received ranging from \$157,250.20 to \$263,850.20. The low bidder is J. D'Amico, Inc., The Town Meeting approved \$275,000 for this project. The project was engineered in-house by the DPW and will improve water quality and quantity in the Wright Road area. Attached are four copies of the Agreement for signature by the Chair.
3. **Request for Sewer Abatement** – Mr. Barry Graton, owner of the Caza Manor Motel requested an abatement on the sewer portion of his recent water & sewer bill due to a leak in the water line. I reviewed the issue, water use history and concur that the excess use was due to a leak and therefore recommend that the Board of Selectmen approve the abatement of \$4,354.78 for the sewer use portion related to the leak.
4. **Road Paving Contract 1-Year Extension**- The contract with PJ Albert Company, our Chapter 90 paving contractor, is a 1-year contract with two one year extensions. Attached is the 1-year extension for FY18 for execution by the Chairman.
5. **Update on Parking Management Study and Recommendations** – We have completed the draft Parking Management Report and held a public forum on Wednesday, August 2 to review the conclusions and parking management strategies. The forum was well attended and there was a lot of good input. I will give a brief overview of the strategies and recommendations for implementation and request input from the Board.



**Board of Assessors
Town Hall
1 Main Street
Ayer, Massachusetts 01432**

Tel: (978) 772-8211

Fax: (978) 772-8222

Email: assessor@ayer.ma.us

Date: September 1, 2017
To: Robert A. Pontbriand, Town Administrator
From: Thomas Hogan, Assessing Administrator *TH*
Re: Solar Array PILOT – 0 Groton Harvard Road

Citizens Energy Corporation's Emily Mann and I have completed our discussions on establishing an appropriate payment in lieu of tax (PILOT) relating to the above referenced project. With respect to solar array valuation, the Board of Assessors will apply an original cost new less depreciation formula. This original cost will include the panels, inverter, racking, and electrical equipment and have been provided to the Board by Emily Mann. The project cost is then depreciated using an economic life of 20 years (5% annually) with depreciation capped at 30% of original cost for as long as the array remains in service. Applying this approach to the Groton Harvard Road project will yield a total estimated personal property tax of \$136,858 over the 20 year life of the array.

It's important to understand that the PILOT payment will be made outside the personal property tax bill commitment process. The Board of Assessors will not issue annual personal property tax bills for this account nor will they include the array valuation as part of their tax levy growth determination. The purpose of a PILOT payment is to provide the taxpayer with a degree of tax certainty over the life of the project by establishing a schedule of fixed payments while also insuring that Ayer receives revenue commensurate with our personal property tax projections. In order to achieve this balance, the annual PILOT payment of **\$6,843** is determined by dividing the total estimated tax amount of \$136,858 by the 20 year life of the project

I am available should you have any additional questions.

Item 1



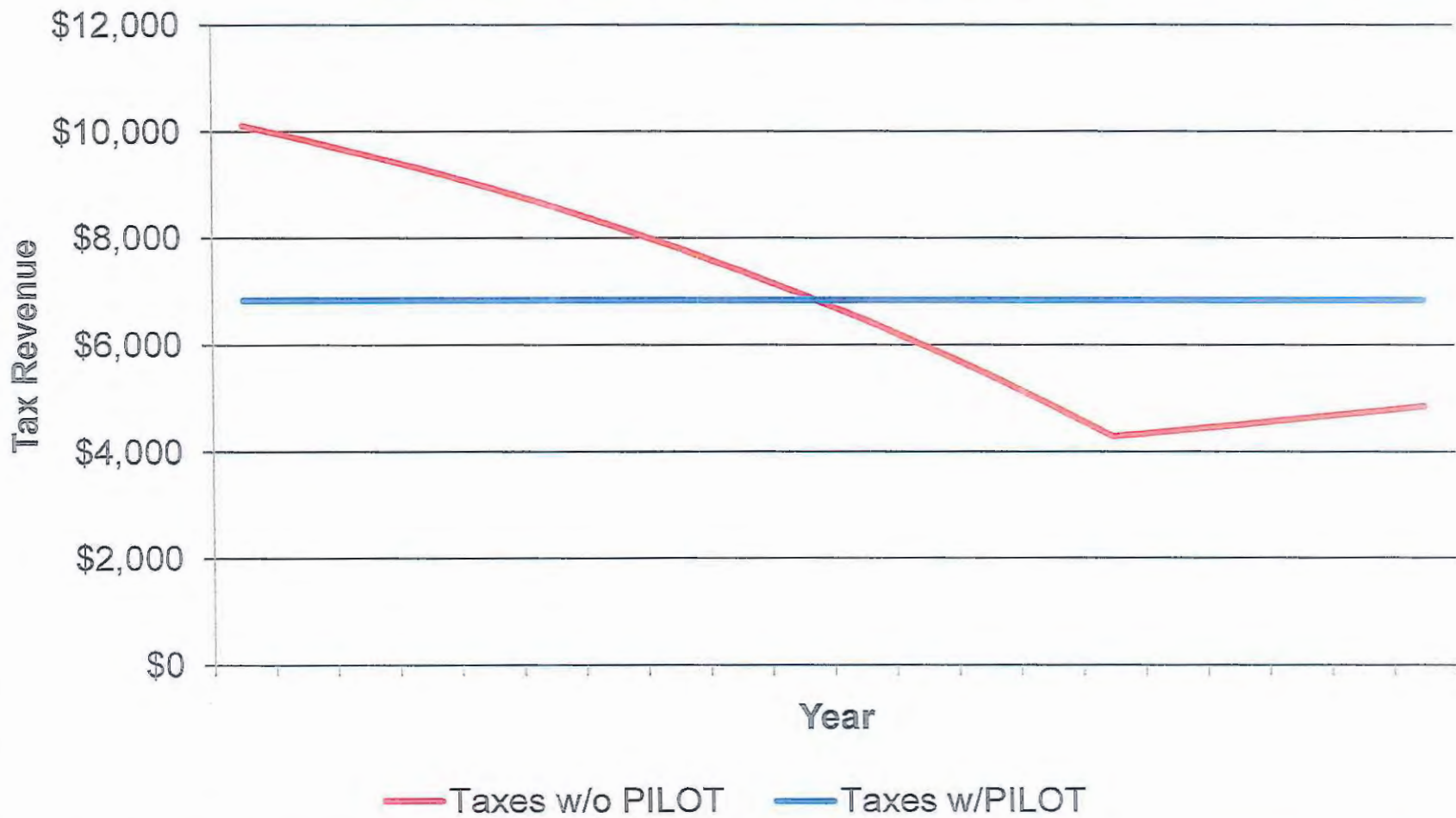
Ayer Tax Rate	
FY 2017 Ayer Personal Property	\$30.64 per \$1,000
Assumed Mill Rate Escalation	2.5%

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

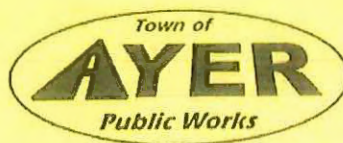
Project Cost Assumptions	
Modules	\$250,000 MW AC
Inverter	\$60,000 MW AC
Racking	\$100,000 MW AC
Transformers	\$30,000 MW AC
Total	\$440,000

COST APPROACH							
Year	System Costs	Depreciation	Taxable Value	Mil 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	

Taxes with and without PILOT



Item 2



SECTION 00510

AGREEMENT

THIS AGREEMENT is by and between The Town of Ayer, Massachusetts ("Owner") and
J. D'Amico, Inc. ("Contractor").

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

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is for the Wright Road Cross-Country Water Main and is generally described as follows:

Installation of a new water main by open excavation and horizontal directional drilling between Wright Road and Sandy Pond Road.

ARTICLE 2 – THE PROJECT

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

Base Bid – Items 1 through 8

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

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

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000

ARTICLE 7 – INTEREST

7.01 Not Applicable

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 5, inclusive).
 - 2. Performance bond and Payment bond

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

This Agreement is dated _____.

OWNER:

CONTRACTOR

Board of Selectmen
Town of Ayer
Ayer, Massachusetts

By: _____

By: _____

Title: Chairman

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Approved: _____

Title: Treasurer

Attest: _____

Attest: _____

Title: Clerk

Title: _____

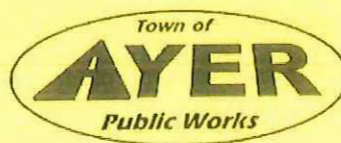
Address for giving notices:

Address for giving notices:

Agent for service of process:

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

Item 3



DEPARTMENT OF PUBLIC WORKS

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



Water, Wastewater, Highway & Solid Waste Divisions

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

August 23, 2017

RE: Request for Sewer Bill Abatement

Mr. Barry Graton
Caza Manor Motel
96 East Main Street
Ayer, MA 01432

Dear Mr. Graton:

The Ayer DPW received your letter dated July 13, 2017 requesting an abatement to your water and sewer bill for a portion of the sewer use. You stated that you were notified by the Department of Public Works that your water usage appeared abnormally high and also that you notice water on the ground near 12 Page Street cottage. Based on this, a leak in the water line was discovered and repaired and you are requesting an abatement from the sewer charge related to the leakage it did not enter the sewer system.

Based on your past 5 quarters of usage, your average sewer bill is \$990. As the sewer portion of the 6/27/17 bill was \$5,355.78, I will recommend that the Board of Selectmen (Water & Sewer Commissioners) approve an abatement of \$4,354.78 for the sewer use charge related to the leak.

You have the right to an appeal of this decision. Any such request shall be made in writing through the Town Administrator to the Board of Selectmen.

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

Regards,

AYER DEPARTMENT OF PUBLIC WORKS

Mark L. Wetzel, P.E.
Superintendent



2020 MARRIAGE
96 E. MAIN ST
AYER MA 01432

To Town of Ayer Water Dept. Ayer MA 01432

Early in June I noticed water on the ground
near one of my cottages at 12 Page St.

I checked and realized I might have a
leak the next day your office called and
told me I had an unusually large bill
That confirmed what I thought, the leak
has ~~been~~ repaired and I would like
an abatement on the sewer portion of
this bill as none of the water leaked
went to the sewer. I would appreciate it
you averaged my water bill for 12 Page St.
as the sewage goes, I know I'm responsible
for the water

Thanks

Bobby Grogton

Owner Cedar Mountain Motel

RECEIVED
11/13/17

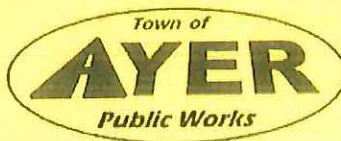
Transaction Details

Account No 01685
 Location No 2300075000
 Invoice No 000000360899
 Session 0000003937
 Receipt No

Trans. Date 06/27/2017
 Post Date 06/27/2017
 Due Date 07/31/2017
 Resp. Initials PJM
 Sequence

Trans. Type	Reference	Bill Code	Reason	Batch	Pay Type		Desc	Trans. Amount
Service	Rate Code	Prior Date	Prior Read	Cur. Date	Cur. Read	Bill Usage		
Charge		Regular						
WATER	WNR	03/08/2017	0	06/07/2017	58347	58347	OVE	2100.80
SEWER	SNR				0		OVE	5344.78
							AC	-6.28
							OPY	6.28
Grand Totals								7445.58

Item 4



AMENDMENT NO. 1
ROAD PAVING CONSTRUCTION AGREEMENT
Subject of Amendment: One Year Renewal Term

1. Background Data:

- a. Effective Date of Agreement: May 17, 2016
- b. OWNER: Town of Ayer, One Main Street, Ayer MA 01432
- c. Contractor: P.J. Albert, Inc., PO Box 2165, Fitchburg, MA 01420
- d. Contract Term: 3 years with two consecutive 1-year extensions

2. Nature of Amendment

- a. One year extension of Contract Term

3. Description of Modifications

- a. Contract is extended for one year effective July 1, 2017 through June 30, 2018 in accordance with Agreement paragraph 1.01

OWNER and CONTRACTOR hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is July 1, 2017 .

OWNER: Ayer Board of Selectmen

CONTRACTOR:
P.J. Albert, Inc.

By: _____
Title: Chairman

Title:

Date Signed: _____

Date Signed: _____

Item 5



Project Goals

- Manage parking through optimization, pricing, regulation and the phased supply of parking spaces
- Designate specific on-street and off-street parking regulations and pricing on area maps
- Identify necessary signs and locations
- Include a phased implementation timeline and monitoring plan
- Establish a parking management program that will encourage investment in Ayer, encourage additional residential development, and enhance the business climate.



PARKING SUPPLY



Parking Issues

- Lack of Town owned parking lot(s)
- Commuter parking on residential streets
- Lack of parking for business employees
- Winter off street parking
- Main Street parking too close to side street intersections and crosswalks



AYER PARKING MANAGEMENT STRATEGIES

1. Review parking signage and zones to define 2-hour parking, commuter parking and resident parking areas. Install new signage as required.
2. Establish “Resident Parking Only” zones and provide parking stickers to residents.
3. Establish Shared Parking Agreements for Page Moore Building, Federated Church and Depot Square parking lots and add signage and line painting in accordance with agreement.
4. Install “way finding” signage on Main St and side streets to direct cars to parking lots
5. Mark out parking spaces / no parking areas on Main Street
6. Install a parking payment kiosk at 0 Park St lot -\$4.00 per day
7. Evaluate / Implement angle parking on Central Ave from Columbia St to Post Office entrance
8. Enforce parking violations



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 1, 2017

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

A handwritten signature in blue ink, reading "R.A.P.", is written over the printed name of the Town Administrator.

SUBJECT: Town Administrator's Report for the September 5, 2017 Ayer BOS Meeting

Dear Honorable Selectmen,

I hereby transmit to you the following Town Administrator's Report for the September 5, 2017 Ayer BOS Meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

Administrative Update:

- At the meeting I will offer a brief administrative update on the various projects, initiatives, and activities of the Administration since the last BOS meeting on August 15, 2017.

Appointments:

- I am respectfully recommending that the BOS appoint Mr. Ken Diskin of Ayer to the Energy Committee for a one-year term effective immediately to expire on June 30, 2018.

St. Mary's Parish One Day Beer/Wine License Request:

- I am respectfully requesting approval of a one day beer and wine license for St. Mary's Parish for Saturday, September 30, 2017 (See Attached).

Thank you.

Attachment

Carly Antonellis

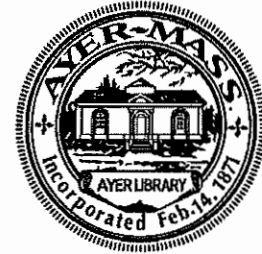
From: office@stmarysayer.org
Sent: Tuesday, August 29, 2017 11:54 AM
To: Carly Antonellis
Subject: Liquor Licence

Hi Carly,

St Mary's is going to have a 'Steak Fry' dinner on Saturday, September 30th and we would like to have a liquor license to serve beer and wine from 4:30 to 9:30pm that night. Would you please put it on the Board of Selectman's meeting to get it approved?

Thank you,
Betsy Diskin, Parish and Cemetery Manager
Saint Mary Parish
31 Shirley Street
Ayer, MA 01432
978-772-2414

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



Broadcast and Recorded by APAC

Tuesday August 15, 2017
Open Session Meeting Minutes

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

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.

Announcements: None

Review and Approve Agenda: R. Pontbriand asked to amend the agenda by removing items number two under the Economic Development Director's Report "Presentation of Special Tax Assessment Agreement – 114 East Main Street/14 Sandy Pond Road" and item number three under Superintendent Wetzel's Report "Update on Parking Management Study and Recommendation".

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

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

• 2017-06-26	17-24	Accounts Payable	\$568,380.93
• 2017-06-26	18-01A	Accounts Payable	\$173,674.54
• 2017-07-20	17-01	Payroll	\$381,317.59
• 2017-07-24	18-01	Account Payable	\$3,114,193.61
• 2017-07-31	18-02	Payroll	\$336,849.25
• 2017-07-17	18-02	Accounts Payable	\$1,829,931.44

Public Input: Don Osmer, 1 Mulberry Circle spoke to the BOS about his continued concern about the odor coming from Nasoya Foods. He is asking the BOS hold them accountable because the odor is negatively affecting his quality of life. BOS members expressed their concern with the continual complaints from the neighborhood.

Two representatives from Nasoya Foods stated that they are installing a third scrubber to attempt to address the problem and that they are committed to getting the issue fixed.

BOS members asked for this to be added to the September 5, 2017 agenda to get a progress update.

Appointment of Administrative Coordinator: R. Pontbriand introduced Ms. Heather Hampson, the recommended candidate to the position of Administrative Coordinator. He stated that he, Assistant to the Town Administrator Carly Antonellis and Building Commissioner Charlie Shultz conducted the interviews and over 30 people applied. R. Pontbriand is requesting that the appointment be effective Monday August 21, 2017.

Motion: A motion was made by G. Luca and seconded by J. Livingston to appoint Ms. Heather Hampson to the position of Administrative Coordinator effective August 21, 2017. **Motion passed 3-0.**

Chief William A. Murray: *Appointment of Part-Time Dispatcher* – Chief Murray introduced Ms. Elizabeth Goldsmith, his recommended candidate for the position of part time dispatcher. Ms. Goldsmith has been a Dispatcher since 2012 and has all of the required certifications.

Motion: A motion was made by G. Luca and seconded by J. Livingston to appoint Ms. Elizabeth Goldsmith to the position of part time dispatcher effective immediately. **Motion passed 3-0.**

Appointment of Special Police Officer – Chief Murray is also requesting the appointment of Harvard Reserve Police Officer Carlton Ford as a Special Police Officer for the purposes of filling details.

Motion: A motion was made by G. Luca and seconded by J. Livingston to appoint Officer Carlton Ford as a Special Police Officer. **Motion passed 3-0.**

Ms. Alicia Hersey, CDBG Program Director: *FY '15 CDBG – CDF1 Grant* – A. Hersey requested approval for a budget amendment to the CDBG FY'15 grant. She explained that \$14,662.92 will be transferred from housing rehab to cover administration costs.

Motion: A motion was made by J. Livingston and seconded by G. Luca to approve transfer in the amount of \$14,662.92 as outlined by Ms. Hersey with signature by the Chair. **Motion passed 3-0.**

Alan Manoian, Dir. Community & Economic Development: *1934 Historic Fire Station Purchase and Sales Agreement* – A. Manoian presented the Purchase and Sales Agreement and Land Development Agreement as drafted by Town Counsel and signed by the buyer of the 1934 Historic Fire Station. A. Manoian stated that he was pleased to preserve this important heritage asset in the Town of Ayer. The redeveloped Fire Station will have one unit of low/moderate income housing.

Motion: A motion was made by G. Luca and seconded by J. Livingston to approve the Purchase and Sales agreement between the Town of Ayer and C. Donnell Homes, Inc. **Motion passed 3-0.**

Superintendent Mark Wetzel, Dept. of Public Works: *Central Avenue Heavy Commercial Vehicle Exclusion Study* – Town Engineer Dan Van Schalkwyk was in attendance on behalf of DPW Superintendent Mark Wetzel. He presented the DPW's Heavy Commercial Vehicle Exclusion Study for Central Avenue. He stated that the BOS can make a determination on the type of exclusion they are seeking (24 hour, night time, rush hour or day time). After that determination is made, the DPW would submit the request to MassDOT for review and approval.

Motion: A motion was made by G. Luca and seconded by J. Livingston to approve a 24 hour Heavy Commercial Vehicle Exclusion for Central Avenue. **Motion passed 3-0.**

Ayer Solar East (Landfill) Lease – D. Van Schalkwyk presented the proposed lease agreement for the Ayer Solar East project. The Town will receive \$26,000 per year for leasing the landfill land to Ayer East Solar, LLC, which is wholly owned and controlled by Citizens Energy.

C. Hillman questioned the \$26,000 payment and thought it could be increased.

The BOS tabled the matter until September 5, 2017.

Update on Parking Management Study and Recommendation – This item was tabled until September 5, 2017.

Streetlight Light Design Update – D. Van Schalkwyk gave a brief update on the process of converting the street lights to LED's.

Town Administrator's Report: *Administrative Update* – R. Pontbriand gave a brief update on a recent meeting with the MBTA about the replacing the fence across from Town Hall; he stated that General Code has begun their review of the Town's Bylaws and regulations. He also reported that MassDOT wants to make some drainage improvements at the Rotary. Finally, Mass Development has the contacted the Town regarding planned improvements to the West Main Street Streetscape.

Opening of Special Fall Town Meeting Warrant – R. Pontbriand is recommending that the Special Fall Town Meeting Warrant for the Monday October 23, 2017 be opened until 12:00 PM on Friday October 6, 2017. The deadline for Citizens Petitions will also be 12:00 PM on Friday, October 6, 2017 with the Town Clerk's Office.

Motion: A motion was made by G. Luca and seconded by J. Livingston to open the 2017 Special Fall Town Meeting Warrant until 12:00 PM on Friday October 6, 2017. **Motion passed 3-0.**

Retail Marijuana Update – R. Pontbriand is recommending that the BOS adopt an 18 month moratorium on recreational marijuana sales. He is recommending that it be placed on the Fall Town Meeting Warrant for consideration by Town Meeting. He stated that the 18 month moratorium would allow the state time to promulgate regulations and the Town will have a clearer picture of what the recreational marijuana landscape will look like.

Proposed Government Reorganization Discussion – R. Pontbriand asked the BOS for their support and consideration of three warrant articles to be placed on the Fall Special Town Meeting Warrant: 1) change the Town Clerk from an elected position to an appointed position 2) change the two elected positions of Collector and Treasurer to one appointed position of Treasurer/Tax Collector 3) to change the form of government from Town Administrator to Town Manager. R. Pontbriand thanked the members from the internal finance team (Lisa Gabree, Town Accountant; Susan Copeland, Collector/Treasurer/Clerk; and Kevin Johnston, Payroll and Benefits Manager) for attending the meeting and offering their support of the proposed reorganization. The purpose for the reorganization is to centralize the government to implement best practices effectively and efficiently to provide increased services to the residents.

J. Livingston asked the difference between the Town Administrator and Town Manager form of government. R. Pontbriand explained it is largely deals with personnel administration authority.

C. Hillman stated that he would like to see the Tree Warden position to be appointed.

R. Pontbriand thanked the BOS for their input and support and stated that he is working with Town Counsel on drafting language for the Fall Special Town Meeting.

Amendment #3 Agreement with Mass Development Veteran's Services – R. Pontbriand presented Amendment #3 between the Town and Massachusetts Development Finance Agency which will extend the Veteran Services Agreement until August 31, 2018.

Motion: A motion was made by G. Luca and seconded by J. Livingston to approve Amendment #3 as presented in the BOS packet. **Motion passed 3-0.**

New Business/Selectmen's Questions: None

Approval of Meeting Minutes:

Motion: A motion was made by J. Livingston and seconded by G. Luca to approve the meeting minutes of July 18, 2017. **Motion passed 3-0.**

Adjournment:

Motion: A motion was made by J. Livingston and seconded by G. Luca to adjourn at 9:34 PM. **Motion passed 3-0.**

Minutes Recorded and Submitted by Carly M. Antonellis

Date Minutes Approved by BOS: _____

Signature Indicating Approval: _____

