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TOWN OF AYER

2015 JAN 30 AM 9:54

Susan Copeland

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



Tuesday February 3, 2015
Open Session Meeting Agenda

- 7:00 PM Call to Order
Review and Approve Agenda; Announcements
- Boston Post Cane Presentation
Mr. Ernest Blasetti
- 7:10 PM* Public Input
- 7:15 PM Mr. David Maher, Office of Economic and Community Development
1. Final approval of CDBG grant application
- 7:25 PM Opening of 2015 Annual Town Meeting Warrant
- 7:30 PM Town Administrator's Report
1. Administrative Update
2. CPC Grant Agreement for Habitat for Humanity Funding
3. Approval of Purchase and Sales Agreement – Old Central Fire Station
- 7:45 PM New Business/Selectmen's Questions
- 7:50 PM Approval of Meeting Minutes
January 20, 2015
- 7:55 PM Adjournment

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



Date: January 26, 2015
To: Family and Friends of Mr. Ernest Blasetti
From: Susan E. Copeland, Chairman of the Boston Post Cane Committee,
Ayer Town Clerk and Tax Collector
Re: Invitation to Night of Recognition

The Board of Selectmen will be presenting the Boston Post Cane Honor to
Mr. Ernest Blasetti on Tuesday, February 3rd, 2015 at 7:00 PM
at the Ayer Town Hall, 1 Main Street, Ayer MA 01432.

The Boston Post Cane is given in recognition to the oldest living resident in the
Town of Ayer. This is an amazing achievement and prestigious award.

On behalf of the Boston Post Cane Committee and the Board of Selectmen, we are
proud to present Mr. Blasetti with this recognition and hope he is surrounded by
family and friends for this wonderful occasion.

We extend an invitation to you in hopes you can attend.

Thank you in advance for your support in honoring Mr. Blasetti.

Susan E. Copeland
Boston Post Cane Committee Chair

Town of Ayer

Office of Community & Economic Development

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



TO: Ayer Board of Selectmen and Town Administrator
FR: David Maher/Alicia Hersey
RE: CDBG Administrative Approvals for Grant Submission
DT: January 30, 2015

Honorable Members:

Please see below the items that the Office of Community Development would like you to consider and approve pertaining to the upcoming submission of Ayer's 2015 CDBG Grant at your upcoming meeting.

Items for Discussion and Approval relating to the FY 2015 Massachusetts CDBG Program Application:

1. Approval to submit an FY 2015 Massachusetts CDBG Community Development Fund-I grant request incorporating two to three activities that utilize a maximum of \$900,000 of CDBG award money. At a minimum, the application shall consist of two physical projects targeted in the Ayer Sustainable Development Target Area (which includes Pleasant Street)
2. Approval of the Ayer Housing Rehabilitation Program Guidelines (see attached guidelines)
3. Authorizing the Chairman, or an alternate, to sign all documents related to the submission of an FY 2015 CDBG application on or prior to February 13, 2015 as needed.

Thank you,

David Maher
Director, Economic and Community Development
Town of Ayer

**TOWN OF AYER
HOUSING REHABILITATION PROGRAM
FY 2015 GUIDELINES**

Introduction

The Ayer Housing Rehabilitation Program (the Program) provides 15-year, 0% interest, Deferred Payment Loans (DPLs) for general rehabilitation and grants for lead paint hazard inspection to owners of single and multi-family (up to seven units) residential properties in the Ayer Sustainable Development Target Area. The program is funded through a Massachusetts Community Development Block Grant (MCDBG) from the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD). The primary eligibility criteria, which must be met by owners wishing to participate in the program, are:

Location: Eligible properties must be located in the Ayer Sustainable Development Target Area. The boundaries coincide with those of the Census Tract 3251, Blocks 3, 4, 5, & 7.

Principal Benefit: At least 51% of the units in the structure must be occupied by low- or moderate-income households, as defined by HUD (see Attachment A). All single-unit properties must be occupied by a low- or moderate-income household. In a two-unit structure, one or more of the two units must be occupied by an income-eligible household. In a three- to seven-unit property, at least 51% of the units must be occupied by low- or moderate-income households.

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A. ELIGIBILITY OF PROPERTY

1. Eligible Properties: Single family, multi-family (up to seven units), residential properties within the Ayer Sustainable Development Target Area are eligible for assistance. Up to 20% of program funds may be used for emergency cases located throughout the Town of Ayer.
2. Property Condition: Properties must be “substandard” as defined by the presence of one or more major code violations to participate in the program.
3. Taxes, Water/Sewer Payments: To be eligible for participation in this program, the property’s taxes and water/sewer payments must not be delinquent, or the owner must have entered into an arrangement to repay the delinquency and must be in compliance with said arrangement.
4. Credit Status: All mortgages or promissory notes secured by the property must be in good standing. Applicants who are in bankruptcy proceedings must demonstrate that the participating property will not be affected in any way by the bankruptcy. The property must not have state or federal tax liens. Applicants should inform Program staff if existing mortgages or promissory notes secured by the property are not in good standing (e.g. in arrears, default or foreclosure). Additionally, the applicant should inform Program staff if he/she is involved in bankruptcy proceedings. The Program will not provide assistance to applicants who have not resolved issues pertaining to the above.
5. Flood Insurance: Properties located within the 100-year floodplain must have flood insurance to participate in the program. If this additional coverage must be purchased, the first year’s premium may be paid with program funds.

B. ELIGIBILITY OF THE APPLICANT

1. Owner-occupants: If the property is owner-occupied, the property owner’s household income must be at or below the HUD-defined low- and moderate-income limits for the Boston-Cambridge-Quincy HMFA, which represents 50% and 80% of median income (Attachment A). Owner-occupants of multi-family properties may be eligible for program assistance regardless of income, if their tenants are low- and moderate-income. (See Section E.3.) Income verification, in accordance with MCDBG standards, is required. (Attachment B) An applicant’s household size will be established at the time the application is activated for determination of eligibility. In the case of jointly owned property, only the incomes of the actual household residents will be counted.
2. Investor-owners: Rental units may also qualify for assistance through the program if the tenants meet the applicable income guidelines. The income limits for tenants are the same as mentioned above and in Attachment A. The same standards used for owner-occupants will be employed to verify tenant incomes.
3. Prior Program Participants: Prior program participants will be eligible for assistance if the following policies prevail:
 - a) Applicants who receive assistance from the program will not be assisted again within a five year period from the date of the Assistance Agreement if they have already received the maximum amount of assistance allowable for their project. This policy is applied on a per property basis. Should an applicant own more than one property, multiple properties may be assisted within the five-year period. However, in accordance with Section C.1. below, only one property may be assisted per program year. This provision does not apply to properties in which there is a bona fide emergency condition as defined in Section D of these guidelines.
 - b) If an emergency situation exists, as defined in Section D below, the Program Coordinator can authorize assistance to allow for the repair of the emergency condition.
 - c) Once assisted, applicants seeking additional assistance are required to submit a new application.
 - d) Assistance provided in either case will be secured by a new lien

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C. OTHER CONDITIONS OF PARTICIPATION

1. Frequency of Participation: An owner’s participation in the program is limited to one property per program year (fiscal year of grant funding). For purposes of this program, “property” is defined as one or more buildings containing residential units on a single parcel (as described by the legal description on the deed) and/or single deed. If a “property” has been assisted under the provisions of an “emergency application,” it will be eligible for further assistance under the normal waiting list provisions.
2. Ownership: For applicants seeking status as owner-occupants, ownership of the property must be in the name(s) of a real, living person(s). The title to the property must clearly establish that the

occupants are the owners of the property. Applicants must be able to clearly demonstrate who owns or has beneficial interest in the subject property.

3. Household Size: Household size will be determined as of the date of the first request by program staff for income documentation. In the event that there is a change in household size before a determination of income-eligibility is made, the program may review the eligibility of the project in light of the change.
4. Prior Work: Owners may not be reimbursed for projects undertaken prior to approval and authorization under the program.
5. Town Employees, Officials and Staff: Program staff, and any other Town employees or officials, who may have authority with respect to the administration of the MCDBG, are not eligible to receive program assistance. The program will obtain a determination from Town Counsel concerning conflict of interest for any Town employee requesting assistance. Conflict of interest determinations are subject to the provisions of MGL Chapter 268A and DHCD conflict of interest policies.
6. Rental Agreement: All owners of rental units will be required to execute a Rental Agreement that ensures that for a period of fifteen (15) years after rehabilitation, a minimum number of assisted housing units will remain affordable and available to low- and moderate-income households. Rents for occupied low- and moderate-income units assisted will be maintained at the base rent. The base rent is the actual rent level for the unit at the time the application for housing rehabilitation is activated for processing by the Town. If any utilities are included in the unit's initial rent, they must also be included in the base rent.

For units vacant at the time of the owner's application, the base rent must be set at a level that is at or below the Section 8 Existing Housing Program Fair Market Rents including adjustments for utility costs or the High HOME rents.

When units occupied by over-income tenants at the time of rehabilitation become vacant, the rent for the unit will be set at a level that does not exceed the lesser of the Section 8 Existing Housing Program Fair Market Rents including adjustments for utility costs or the High HOME rents. For all units, rental increases can occur only at the end of an existing lease or annually, upon completion of the rehabilitation work. Increases are limited to the HUD Annual Adjustment Factors (AAFs).

7. Affordable Housing Restriction: Owner-occupied properties with more than four units and investor-owned properties are required to execute an Affordable Housing Restriction (AHR) agreement in order to receive assistance. The AHR includes language restricting rent levels in low-and moderate-income units for a minimum of 15 years and is recorded at the Middlesex County Registry of Deeds. The AHR runs with the land and the terms are transferred to a new property owner should the property be sold or transferred during the term of the AHR.
8. Condominia/Cooperatives: For the purpose of determining eligibility and the level of assistance from the program, condominia/cooperatives will be qualified on the basis of the tenure and occupancy of the individual unit, with each unit being considered as a single family property. However, for participating units where rehabilitation is required for commonly owned areas, program assistance

will be based on a pro rate share. The condominium association/cooperative will be required to fund the cost of the prorated balance not attributable to the unit(s) assisted through the program.

Condominium/Cooperative owners must have the approval of their association to perform any exterior or common area work described in the work write-up. If required in the condominium documents of a given development, approval may be necessary for interior rehabilitation as well.

9. Floodplain Requirements: Properties located within the 100-year floodplain must have flood insurance to participate in the program. If this additional coverage must be purchased, the first year's premium is an eligible program expense.
10. Falsification of Information: If an applicant falsifies information or provides misleading information in an application, the applicant will be permanently disqualified from participating in the Program.

D. ASSISTANCE TO EMERGENCY CASES

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Applications for emergency assistance will be accepted. An emergency is defined as a situation with an immediate threat to the building's integrity or the health and/or safety of the property's occupants as determined by the Rehabilitation Specialist and confirmed by the Building Inspector, other Town inspector, and/or the Program Coordinator. This includes emergencies related to lead paint, i.e. where a child has dangerously elevated blood lead levels >10 micrograms per deciliter as verified by a physician, and handicapped accommodations to improve the resident's ability to continue to live in the dwelling. Emergency cases will be handled as follows:

1. An application for emergency assistance will be made by the owner as part of the application for assistance, or for those already on the waiting list, when an emergency situation occurs.
2. The Rehabilitation Specialist will inspect any emergency conditions as well as check for other emergency conditions that might exist in the property.
3. The appropriate Town inspector or the Program Coordinator will confirm the existence of any emergency conditions.
4. The Rehabilitation Specialist may consider a recommendation that the entire rehabilitation project be pursued as an emergency based on the profile of the client, the condition of the property and/or the position of the applicant on the waiting list.
5. If an emergency condition has been determined to exist, the application will receive priority status by being moved to the front of the waiting list. The owner will be notified in writing of the change in case priority and be provided with an Emergency Assistance Agreement.
6. The Emergency Assistance Agreement will specify the emergency conditions as identified above. The Agreement will request that the owner certify that the conditions identified are the only emergency conditions. The Agreement will state that only the emergency conditions will be repaired and will request certification by the owner that if the property is eligible for non-emergency assistance, non-emergency repairs will be completed when the application comes up in its normal order on the waiting list. By signing the Agreement the owner will also acknowledge that further

assistance will be contingent upon the household meeting the income guidelines in effect when the application is considered in its normal order.

E. TYPE OF ASSISTANCE

Financial assistance for lead testing, if required, shall be provided as a grant for low- and moderate-income owner-occupied single family and multi-family properties. Financial assistance for general rehabilitation will be available in the form of a 15-year, 0% interest, Deferred Payment Loan (DPL). If the property is transferred to a new owner within 15 years of project completion, repayment of the DPL will be required. This provision applies to arms-length transactions to non-interested parties for which real consideration is given. Should the property be transferred to an heir, successor or assign, repayment of the lien is not required. Financial assistance will be provided at the following levels:

1. 100% Deferred Payment Loans: Full DPLs will be available to eligible low-income owner-occupants up to the per unit cap.
2. 75% Deferred Payment Loans: For moderate-income owner-occupants of single or multi-family properties, the program will provide 75% of the project cost, up to the per unit cap.
3. 50% Deferred Payment Loans: Non-occupant investor-owners are eligible for a DPL of 50% of the project cost, up to the per unit cap. In addition, over-income owner-occupants of multi-family properties are eligible for a DPL of 50% of the project costs as long as a minimum of 51% of the units (50% for a two-family) are occupied by low- and moderate-income households. The required contributions of non-occupant investor-owners or over-income owner-occupants may not be waived.
4. Assistance for Lead-based Paint Hazard Reduction/Abatement: Grants for the full cost of lead testing will be provided to low- and moderate-income owner-occupied single-family and multi-family properties. Homes constructed after 1978 do not require testing. Multi-unit properties with rental units with one or more bedrooms and homes where children under six (6) years of age reside are required to be de-lead under Massachusetts law. In addition, the federal lead paint laws are triggered by the amount of federal funds estimated for expenditure due to the rehabilitation of the property, exclusive of lead paint hazard reduction. The Housing Rehabilitation Specialist is responsible for determining when lead testing is required based on the scope of work to be accomplished.

Investor-owners and over-income owner occupants of multi-family properties will receive full assistance to cover the costs associated with lead testing. However, this assistance will be provided as a 0% interest DPL and will be included in the lien amount.

5. Owner's share of project costs: Match Contributions: Owners who are not eligible for 100% assistance must fund their contribution through private resources (i.e. bank loan, savings, etc.). However, if a moderate-income owner-occupant adequately documents an inability to secure the necessary private funds, in some circumstances, the program may provide up to 100% of the project cost. Owners' requests for waivers of their contribution must be accompanied by proof that a bank has denied a loan request for the funds. The owner must also authorize program staff to review the bank application for the rejected loan to determine the basis for the rejection, and if there are any conditions under which the loan, or a loan for a lesser amount, will be approved. In addition, a

supplemental form must be completed that lists asset information. Investor-owners and over-income owner occupants are not eligible to receive waivers.

Costs over the Program Limit: If the CDBG cost exceeds the Program maximum, owners are required to cover the amount over the limit. Low-income owners may request a waiver of this contribution after demonstrating insufficient liquid assets. Waiver requests from moderate-income owners will be processed in the same manner as those sought to cover the cost of “match contributions” above. Such waivers may also require and approval by DHCD.

Reservation of Assets: Owners are allowed to reserve assets representing the total of four months of the applicant’s mortgage principal, interest, taxes and insurance (PITI) for the subject property and not use these resources for their program contribution. If it is determined that the owner’s total liquid assets are less than the required matching funds, the property owner could request a waiver for that portion of the contribution not covered by personal assets.

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In the event that a household’s income is largely ($\geq 80\%$) from fixed income (e.g. social security), in addition to retaining PITI for four months, the owner will be permitted to have other liquid assets (e.g. savings accounts, CDs, mutual funds, stocks, retirement accounts, etc.) before contributing to project costs, as follows: \$25,000 for the first household member and \$10,000 for each additional member.

F. REPAYMENT OF DEFERRED PAYMENT LOANS

All financial assistance provided through the program is secured by a 15-year lien filed with the Middlesex County Registry of Deeds. This prevents speculation and allows owners to remain in their homes after rehabilitation without additional monthly debt. No interest is accrued, and repayment of the loan is not necessary as long as the original applicant or immediate heir(s), successor(s) or assign(s) retains ownership of the property. The loan remains in effect for 15 years. If the property is sold, mortgaged or transferred to a non-interested party for which real consideration is given during these 15 years, the DPL becomes due and repayment is required at the time of the transaction. The repayment schedule is as follows:

- Years 1-5: 100% repayment
- Years 6-15: Depreciating at a rate of $1/10^{\text{th}}$ of the original DPL per year
- Year 15 + 1 day: 100% forgiven

On a case-by-case basis, if hardship can be demonstrated, a homeowner may apply through the Community Development Office to the Community Development Advisory Committee (CDAC) for a waiver of a portion of the lien repayment or total forgiveness of the loan.

G. MAXIMUM PROJECT COSTS

The base project cap is \$30,000 per unit. Base cap increases are available for deleading, asbestos removal, septic replacement, accessibility retrofits, and structural repairs needed due to deteriorating structural conditions or deficiencies (\$5,000 per activity). In addition, costs related to retaining the exterior integrity of an architecturally or historically significant property may be eligible for up to \$5,000 in additional funds. Total project costs including base cap increases are limited to \$35,000. In some

circumstances waivers of the maximum project costs may be allowed up to maximums of \$40,000 per unit total for low- and moderate-income owners and \$35,000 per unit total for investor-owners and over-income owner occupants of multi-family properties. However, all cases receiving more than \$35,000 in assistance must receive a waiver from DHCD.

In cases where the Housing Rehabilitation Specialist's estimate is significantly higher than the project cap for a rehabilitation case, the Rehabilitation Specialist will review the scope of work to be performed and reduce it where possible. The homeowner and the Rehabilitation Specialist may agree to list alternates to the bid specifications in an effort to keep the project within the cap allowed. If the low bid exceeds the project cap, the program will ask the property owner to finance the difference. If the owner can demonstrate an inability to provide the gap financing, a waiver of the project cap may be sought.

DHCD waivers will be sought for all cases receiving greater than \$35,000 in assistance. However, if the assistance exceeds \$40,000 per unit for low-and moderate-income owner occupants, the waiver request will be first presented to the Ayer CDAC. Cases referred to the CDAC will be presented anonymously. If the CDAC approves the waiver request, it will be forwarded to DHCD's Community Development Block Grant Program office for approval. If approved, the project will then go forward. If the waiver is denied by either the CDAC or DHCD, the project will be terminated. Assistance beyond \$35,000 per unit will not be provided to investor-owners and over-income owner occupants of multi-family properties without exception.

H. SCOPE OF WORK

1. The primary purpose of the program is to correct code violations and substandard living conditions, including the removal of the health hazards associated with lead paint and asbestos. The program will address serious code violations and incipient code violations. Additional optional home improvement may be allowed subject to budget constraints and the nature of the improvement.

Priority projects are:

- a) Code violations of the Massachusetts Sanitary, Building, Electrical and Plumbing codes, including the removal of hazardous materials (See Section I);
- b) Lead based paint hazard reduction and deleading, the extent of which is determined by the amount of funds being expended, presence of children six years old and under, and rehabilitation of rental units with one or more bedrooms;
- c) Serious building maintenance deficiencies, deteriorated roofs, structural deficiencies;
- d) Replacement of obsolete or inefficient heating systems;
- e) Septic repair or replacement;
- f) Building weatherization and energy efficiency improvements, such as window/door replacements, insulation, storm windows, and
- g) Incipient conditions, which if left unaddressed would qualify for the above priorities.

2. All improvements must be attached to the property and must be permanent in nature.
3. Ineligible items include obvious luxury construction (pools) and other items, non-residential structures, etc.
4. Any questionable items considered for rehabilitation assistance shall be reviewed by the Program Director, the CDAC and/or the Town's MCDBG representative prior to final approval.
5. Correction of code requirements determined necessary by the Rehabilitation Specialist/Building Inspector will be considered non-negotiable items that are to be corrected.
6. Properties which have been determined to be or are potentially historically and/or architecturally significant shall be reviewed with the State Historic Preservation Officer (SHPO) to avoid any adverse effects on properties of this nature. The Secretary of the Interior's Standards for Rehabilitation shall be used as program guidelines for such structures that are greater than 50 years of age.

I. PROCEDURES FOR REMOVING LEAD PAINT AND ASBESTOS

Persons temporarily displaced as a result of the removal of lead paint or the abatement of asbestos may appeal to the Program Director for temporary displacement benefits. Section R below outlines temporary relocation procedures for the Ayer Housing Rehabilitation Program. Those considered eligible to receive temporary displacement benefits will be notified of their eligibility at least 30 days prior to the estimated relocation date.

1. Lead Paint Removal: A lead paint inspection and risk assessment will be conducted by a qualified and insured inspector. Specifications will be developed based on the applicable state and/or federal laws. For projects receiving over \$5,000 and less than \$25,000 of general housing rehabilitation assistance, under the effective revised lead paint regulations, a risk assessment will identify those lead paint hazards requiring interim control measures. Projects receiving \$25,000 or more of housing rehabilitation assistance and found to have lead paint will be fully abated. The inspection report will identify levels of hazard, prioritize the risk, and recommend interim measures of abatement or full abatement depending on the amount of housing rehabilitation assistance which the property is estimated to receive. All dwellings where children under the age of six years reside will receive abatement regardless of the general rehabilitation cost of the project. All occupants will be relocated during the de-leading process. All deleading projects will be performed by qualified, certified, and insured deleading contractors.
2. Asbestos Abatement: An inspection of the affected property will be made by a qualified industrial hygienist certified in asbestos inspection and abatement. The inspection report will determine all areas of asbestos removal or encapsulation. Contractors selected to perform the abatement work must be qualified, certified and insured to perform such work. A qualified and certified industrial hygienist hired independently by the Rehabilitation Program will monitor the project and conduct all required air sampling tests. If relocation is necessary as a result of asbestos abatement, it will be provided as described in Section R.

J. APPLICATION PROCESS

1. The Town will continue to utilize the current property owner waiting list. Any new applications received will be placed at the end of the waiting list in the order in which they are received by the Community Development Office.
2. The Town will solicit applications from interested owners through such means as press releases, direct mailings, public notices, etc.
3. Applications from interested property owners will be accepted by mail or in person at the Ayer Community Development Office, 1 Main Street, Ayer, MA 01432.
4. Applications that cannot be determined to be eligible for program assistance due to the applicant's failure to respond to information requests in a timely manner will be closed. If an applicant wishes to reapply to the program, the application will be placed at the end of the waiting list.

K. SELECTION PROCESS

1. Applications will be assigned a case number on a first-come, first-served basis.
2. Program staff reserves the right to assign priority status to any emergency application as necessary. An emergency is defined in Section D above.
3. Applications not processed by the current program will be kept on a waiting list for any future programs. They will be processed in the established order if/when funds are available.
4. Owners, who have applied and been found ineligible, may reapply. However, new applicants will be placed on the waiting list and assigned the next waiting list number.
5. Applicants who do not submit requested information in a timely fashion will receive a written warning that if the information is not supplied within a specific time, their applications will be closed and removed from the waiting list. However, the applicant may re-apply at any time. The new application will be assigned the next number on the waiting list.

L. INCOME VERIFICATION PROCESS

1. Owners appearing to meet eligibility criteria based upon preliminary review of their application will be required to submit:
 - a) their most recent federal income tax return(s) (if filed) and income documentation materials that meet MCDBG requirements for all occupants of the unit(s).
 - b) a copy of the deed to the property.
2. Program staff will determine the eligibility of the applicant and property. Applicants will be notified in writing of the decision.

3. Applicants denied participation in the program can appeal the decision according to the established grievance procedures described in Attachment C.
4. The applicant will be provided with information regarding the requirements and procedures for receiving program assistance.

M. REHABILITATION PROCESS

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1. After the property owner is deemed eligible for program assistance, the Rehabilitation Specialist will schedule a meeting to conduct a preliminary inspection and discuss work items the owner may want to include in the project. Depending on the age and nature of the building and/or the age of the property's occupants, an inspection by a certified lead inspector may be required.
2. The Rehabilitation Specialist will prepare work specifications and a cost estimate of eligible rehabilitation items for the owner's review.
3. The Rehabilitation Specialist will meet with the owner to make necessary changes to the specifications and will obtain the applicant's approval of the work write-up.
4. Bids will be obtained from contractors through the process described in Section O below.
5. Bids received will be reviewed with property owners. The Town will base its funding on the low bid amount, provided that it is a responsible bid. Owners may select any bidder provided that they pay the difference between the low bid and the selected bid.
6. The property owner must select a contractor within 14 days of the bid opening.
7. Program staff will prepare an Assistance Agreement between the owner and the Town, and contracts between the owner and the selected contractor.
8. Periodic inspections will be conducted by the Rehabilitation Specialist during construction. As part of the above process, all contractors' invoices will be checked against the actual work done before any payments are made. Payments will be made in the form of two-party checks issued to the contractor and owner. The Rehabilitation Specialist will sign a form approving payment to the contractor prior to the payment being processed. The owner's signature on payments will serve as approval of the work completed. Program funds are disbursed only after all private funds are released for payment to contractors. Private funds are released in accordance with the above procedures.
9. At the completion of work related to lead removal, a certified lead inspector will re-inspect the property.
10. At the completion of the job, a final inspection will be performed by the Rehabilitation Specialist and property owner. If there are no deficiencies in the work and all Town-required permits have been signed by the appropriate Town Inspector, a Certificate of Final Completion will be signed by the Rehabilitation Specialist and the property owner.

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11. If any deficiencies are found during the final inspection, they will be communicated to the contractor through a punch list signed by the owner. The punch list will be prepared by the Rehabilitation specialist. Once all punch list items are satisfactorily completed, the Rehabilitation Specialist and the property owner will sign the Certification of Final Completion.
12. A 10% retainage is held by the program until all work has been completed. The retainage will be released no later than one month after all contract obligations are fulfilled.
13. When all of the above has been completed, the contractor will be issued the final payment on the job.

N. CONTRACTOR PARTICIPATION

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1. The program will solicit participation by as many local building contractors and subcontractors as possible. Contractors will be notified of the opportunity to participate in the program through direct mailings, advertisements in local papers, and announcements posted in key locations. The program will also solicit contractor recommendations from homeowners and town officials.
2. Minimum requirements for contractors include:
 - a) A Massachusetts Construction Supervisors license or trade license.
 - b) Registration as a Massachusetts Home Improvement Contractor.
 - c) Workman's compensation insurance at statutorily required limits.
 - d) Property and liability insurance. Contractors shall furnish the Town with a Certificate of Insurance including liability insurance with limits not less than \$300,000, and property damage insurance with not less than limits of \$500,000 to protect the Town, property owner, and any sub-contractor against claims for injury and damage which may occur or result from work performed pursuant to this Agreement. The Contractor's Certificate of Insurance shall list the Town of Ayer as an additional loss payee.
 - e) Certificate of completed training in Safe Work Practices for the leader of the crew or all persons working on the project, if unsupervised.
 - f) Demonstrated experience in the appropriate trade(s).
 - g) A good business credit history.
3. Each contractor must fill out a registration form listing references and licenses and submit a certificate of insurance prior to receiving a contract award. References will be checked by the Rehabilitation Specialist.
4. Once registered with the program, contractors will receive notice of projects when they go out to bid. Homeowners wishing to use contractors not included on the list may do so, provided the contractor registers with the program and submits the proper insurance certificates and references.

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5. Contractors must take out all required permits prior to initiation of construction. The cost of the permits is to be included in the bid price.
6. If a participating contractor's performance or quality of work is unsatisfactory in the opinion of the Rehabilitation Specialist, the contractor shall be issued a written notice describing specific problems with the contractor's work. This notice shall serve as a warning. If the problems, as outlined in this notice, are not addressed, then, based upon the opinions of the Rehabilitation Specialist and the Program Director, the contractor may be barred from working in the program.

O. CONTRACTOR BIDDING PROCESS

1. The work write-up and specifications must be approved by the property owner prior to initiating the bidding process.
2. Once approved, an Invitation to Bid will be sent to all contractors who have registered with the program and are appropriate for the job. The Invitation to Bid will identify the type of work to be completed and the date, time and location where bids will be due. All bids will be due at a prescribed time and place.
3. The Rehabilitation Specialist will conduct a pre-bid meeting at the project site for prospective bidders. If the pre-bid meeting is announced as mandatory, bids will not be accepted from contractors who did not attend the meeting.
4. Bids received after the designated time will not be accepted under any circumstance.
5. Should fewer than two bids be received, and the effort to secure more than one bid is documented, the bid can be accepted if it is within 10% of the Rehabilitation Specialist's cost estimate.
6. The bids will be evaluated by the Rehabilitation Specialist and the property owner. The Town will base its funding on the lowest responsible bid from a qualified contractor. The owner may select any bidder provided that the owner pays the price differential between the low bid price and the selected bid price, if applicable.
7. The Town reserves the right to reject any and all bids or estimates of contractors and to waive any irregularities or items if it is in its best interest to do so.

P. SWEAT EQUITY

1. Through sweat equity, a property owner can contribute his/her labor to undertake the rehabilitation. Financial assistance is provided for contracted trade specialists and for 100% of the cost of materials. Owners are not compensated for their labor. The financial assistance will be provided in the form of a Deferred Payment Loan, as described earlier.
2. Requests to undertake a sweat equity project will be reviewed by the Program Director and Rehabilitation Specialist on a case by case basis. Due to the added complexity of utilizing sweat equity, this approach will be allowed when the following conditions are met:

- a) The property owner possesses the necessary qualifications to undertake this work as documented through examples of completed construction/ rehabilitation work.
 - b) The property owner has the time to complete the work within a reasonable timeframe.
 - c) The nature of the project is such that the owner can perform his/her work without interfering with any other contractors who may be involved.
3. A contractual agreement will be executed between the owner and the Town which addresses performance, compliance, documentation of expenditures, the work write up and materials cost estimate.
 4. The program will only pay for the cost of the materials upon inspection that they have been properly installed.
 5. Sweat equity can be used towards the 25% matching funds required for moderate income and investor-owners. The value of the sweat equity shall be calculated as the Rehabilitation Specialist's cost estimate for the work, minus the actual cost of materials.
 6. To ensure timely completion, payment from program funds will be made only upon completion of work. The exception to this will be that a single progress payment will be made to a contracted sub-trade, once that work has reached at least 50% completion. Owner funds will be disbursed first for any progress payments.

Q. TENANT ELIGIBILITY

Tenants, themselves, are not eligible to participate in the program. Owners may qualify, however, based upon income-eligible tenants. To provide a reasonable degree of protection to tenants, no owner participating in the program may receive benefits unless the owner agrees to rent the rehabilitated unit as follows:

1. Occupied units that are assisted will have rent levels maintained at the base rent (the actual rent level of the unit at the time of application for housing rehabilitation assistance, including those utilities identified as included).
2. Increases in rent can occur only at the end of an existing lease or annually upon completion of rehabilitation work. Rental increases are limited to the HUD Section 8 Annual Adjustment Factors (AAFs). However, if the current rent level exceeds the lesser of the Section 8 Fair Market Rents established for the Worcester area or the High HOME Rents established for the Worcester area, rents may not be increased.
3. Rent for vacant units cannot exceed Section 8 Existing Fair Market Rents for a unit with the same number of bedrooms as the subject unit.
4. When a unit occupied by over-income tenants at the time of rehabilitation becomes vacant, the newly vacant unit must be rented as established in Q.3 above.

5. For a minimum of fifteen (15) years after rehabilitation the owner must rent units, as specified in the Rental Agreement, to low- and moderate-income households as defined by the HUD income limits for the Boston-Cambridge-Quincy HMFA.

R. RELOCATION

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Permanent, non-voluntary displacement of households benefiting from the program will not occur under any circumstances. The Town of Ayer's Residential Anti-Displacement and Relocation Assistance Plan is on file in the Community Development Office, and is available to the public for review. The Plan describes the procedures to be followed to assist participants who may be temporarily relocated on a short-term basis due to the rehabilitation of their unit. Every effort will be made to minimize the need for relocation in carrying out the rehabilitation project. However, it is often necessary to temporarily relocate residents when completing lead paint and asbestos removal. It is the Town's policy to provide relocation benefits to tenants, who may need temporary relocation. Under its Optional Relocation Assistance Policy, the Town will provide low- and moderate-income homeowners who are not URA-protected the same levels and types of temporary relocation assistance made available to tenants when these owners cannot make other arrangements on their own. Tenants and owners will receive reasonable, advance, written notification whether or not temporary relocation will be necessary and, if so, the kinds of assistance available.

S. MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM REGULATIONS

The program will comply with all regulations set forth by the MCDBG Program. This includes, but is not limited to, the following regulations: environmental protection; historic preservation; lead paint; asbestos; displacement and relocation; financial compliance matters; civil rights and equal opportunity; Section 3; procurement; and labor and safety laws and regulations.

T. ADMINISTRATION

The program will be administered through the Ayer Community Development Office under the direction of the Board of Selectmen. Program staff will be responsible for the operation of the program on a day-to-day basis under the supervision of the Town Administrator.

U. COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

The Town of Ayer recognizes the importance of citizen participation in the implementation and evaluation of the Housing Rehabilitation Program. The Town encourages involvement of residents in the program through establishment of a voluntary Community Development Advisory Committee (CDAC). The CDAC shall serve in an advisory capacity to the Program Director and the Board of Selectmen concerning matters of Program waivers and grievances.

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1. The Chairman of the Board of Selectmen will appoint citizens in the community to serve on the CDAC for the duration of the FY 2015 grant.

2. The CDAC will be responsible for adjudicating grievances that cannot be resolved by program staff and reviewing requests for waivers from program guidelines and making recommendations to the Board of Selectmen concerning those requests.
3. The CDAC will also be responsible for reviewing amendments to the Program Guidelines and making recommendations to the Board of Selectmen concerning those amendments.
4. The CDAC shall be composed of a minimum of three and a maximum of five members appointed by the Board of Selectmen. Every effort will be made to ensure that the CDAC members are representative of different interests, economic and social roots, and community affiliations.
5. To preserve objectivity, waiver requests reviewed by the CDAC will be presented anonymously.

V. AMENDMENTS AND REVISIONS

Program Guidelines and forms may be revised from time to time as deemed necessary.

W. GRIEVANCE RESOLUTION

The Town of Ayer's *MCDBG Program Grievance Procedures* (located in Attachment C) is on file in the Community Development Office and is available for public review. They describe the procedures in place for settling any misunderstandings or disputes that may arise during any aspect of the administration of the program. They detail a two-tiered grievance process of mediation as well as steps to be followed if cases are appealed. Grievance procedures regarding relocation benefits are outlined in the *Procedures* as well.

X. LIEN SUBORDINATION

Households wishing to refinance or further indebted their properties may request subordination of the Town's lien for repayment of the DPL. Participation in the housing rehabilitation program makes it possible for Town residents, who might not otherwise be able to either obtain or repay a loan, to make repairs to their homes and still keep those homes as affordable places to live. Requests to subordinate will be considered in light of this objective.

When considering subordinating its lien position, the Town will try to reasonably accommodate program participants while protecting the Town's interest in the property. The Town will make every effort to subordinate its lien position provided sufficient equity remains in the property to assure lien payoff according to the terms outlined in these program guidelines. Sufficient equity is defined as 80% or less combined loan to value ratio (CLTV), inclusive of all mortgages, liens and encumbrances against the property. When requesting lien subordination, owners must provide evidence of current encumbrances against the property. Documentation may include a combination of the following: loan application or loan approval from the lender for the proposed loan detailing existing debt, property appraisal, title search, statement of assessed value from town assessor or property tax bill, or equivalent third party documentation detailing property value and all encumbrances. The Town will subordinate its lien position if the CLTV exceeds 80% in cases when a property owner wishes to refinance an existing mortgage principal balance and will not further encumber the property, e.g. a refinance for a lower interest rate.

Implementation: During the existing grant or subsequent grants when there is staff in the Community Development Office, implementation of these guidelines can be accommodated by authorized Community Development Office staff. The most senior staff person (in terms of authority/responsibility) will be authorized to approve the subordination. The actual subordination agreement must be signed by the Chair of the Board of Selectmen. Should the Community Development Office be closed (unstaffed) for periods of time, subordination requests should be submitted to the Town Administrator's Office. Property owners requesting lien subordination should allow 30 days from the submittal of documentation for the Town to process the request.

Appeals/Grievances: In the event that a property owner is not satisfied with the decision by the Town relating to subordination, the Owner may appeal such a decision through the process that is established under the Town's *MCDBG Program Grievance Procedures*.

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ATTACHMENT A

FY 2014 Boston-Cambridge-Quincy, MA metropolitan area median family income = \$94,100

**AYER HOUSING REHABILITATION PROGRAM
INCOME LIMITS**

Income Limits

Household size	0-50% AMI Low-Income	51-80% AMI Moderate-Income
1 person	\$32,950	\$47,450
2 person	\$37,650	\$54,200
3 person	\$42,350	\$61,000
4 person	\$47,050	\$67,750
5 person	\$50,850	\$73,200
6 person	\$54,600	\$78,600
7 person	\$58,350	\$84,050
8 person	\$62,150	\$89,450

AMI = Area median income

These income limits are revised periodically. The Program will use the most current income limits in effect at the time that an application is processed for an eligibility determination.

ATTACHMENT B

HOUSING REHABILITATION PROGRAM START-UP GUIDELINES

The Ayer Housing Rehabilitation Program (the Program) will be marketed to the public through public information meetings, press releases, notices to area service agencies that serve low- and moderate-income persons, and poster displays around town.

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All eligible applicants will be put on a waiting list and assigned a case number on a first-come, first-served basis. Exceptions to this waiting list will be made for bona fide emergency cases that will take priority.

1. Applications will be available to be picked up in the Community Development Office, or for those persons who cannot pick up applications, applications can be requested by telephone to be mailed. Applications will also be available in the Town Offices. This will accommodate people coming to the Town Offices in the evening when the Community Development office will not be open.
2. All applications will contain a space for the applicant to indicate any perceived emergency situations or requests for handicapped accommodations.
3. Applications can be returned by mail or hand delivered to the Community Development Office.
4. All applications received will be reviewed for emergency and handicapped accommodation requests. These will be taken out of order and the status will be verified by the Housing Rehabilitation specialist. If necessary, the priority of these cases will be determined by the Program Coordinator and the Housing Rehabilitation Specialist. Any emergency request or request for handicapped accommodation received at any time during the program can be placed ahead of those on the waiting list once the status of the request is verified by the Housing Rehabilitation Specialist.
5. Applications will be processed for program eligibility in the following order:
 - a) Emergency applications for properties located within the Ayer Sustainable Development Target Area in addition to emergency applications from within the Town of Ayer*.
 - b) Non-emergency applications for properties located within the Ayer Sustainable Development Target Area

***A maximum of 20% of Housing Rehabilitation Program funds may be used on emergency cases within Ayer but not located in the Ayer Sustainable Development target area.**

6. Each application will be considered in the order in which it appears on the current waiting list. Applicants deemed ineligible will be notified in writing, and their file will be closed. Formal appeal can be made in writing by the individual involved to the Program Director. If the applicant's financial circumstance change and the applicant feels that he/she might now be eligible, a new application may be submitted. The application will be given the next number on the waiting list.

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10. Applicants who do not submit requested information in a timely fashion will receive a warning, in writing, that if the information is not supplied within a specific time, their applications will be closed. These applications will not be placed on a waiting list. However, the applicant may re-apply at any time. The new application will be assigned the next number on the waiting list.

ATTACHMENT C

MCDBG PROGRAM GRIEVANCE PROCEDURES

COPY

Persons dissatisfied with or aggrieved by an administrative or program-operating decisions made during the grant cycle will have access to the following complaint resolution hierarchy:

1. Individuals should write the program, stating the nature of the complaint and requesting a specific remedy(ies). If the complaint involves a decision to deny, modify, or set conditions on assistance or benefits from grant programs, the individual making the complaint will establish his or her standing to appeal the decision. "Standing" is limited to an individual who applied for and was denied assistance or was otherwise required to meet certain requirements that had the effect of denying assistance.
 - The Program Director will respond to all written complaints within 15 days of receiving them. At the Director's discretion, the complaint will be resolved by any of the following means: a meeting with the individual who filed the complaint and his/her advocate and/or assembling other information needed to consider and act on the complaint.
2. If the complainant is not satisfied with the Program Director's decision, he/she may submit a written appeal to the Community Development Advisory Committee (CDAC). The CDAC may meet with the complainant and Program Director or other Community Development staff separately, or together, depending on the nature of the grievance and its potential for being resolved by mediation.
 - Preference will be given to mediation wherever possible and appropriate.
 - A dispute that cannot be mediated will be handled by an administrative determination, and the CDAC will answer the complaint in writing within 30 days.
3. The final level of appeal shall be to the Board of Selectmen. Depending on the nature of the complaint, available evidence and whether irreparable damage may occur from further resolution delays, the Board of Selectmen may overturn or modify a previous decision, hold a hearing with the parties, or remand the matter to the Program Director with instructions.
 - The Board of Selectmen's decision is final, and will be issued within 30 days of receiving the appeal.
4. Administrative actions that are not eligible for appeal include a denial of assistance based on an applicant's household income exceeding the permissible limits, fraudulent or misleading income representations, and requests for types of assistance not funded by the grant.

Accommodations for person with disabilities and non-English speaking residents: In accordance with Title II of the Americans with Disabilities Act of 1990 and Section 504 of the

Rehabilitation Act of 1974, the town will reasonably accommodate qualified persons with disabilities in all programs and services funded by the MCDBG Grant. All programs will be offered in accessible locations (e.g., those meeting the requirements of the Americans with Disabilities Act Accessibility Guidelines), or redesigned and modified to be accessible when barrier-free facilities are unavailable for program delivery. Reasonable accommodation for other types of disabilities will be made at the request of the affected person.

If the Town needs to accommodate non-English speaking persons, it will take all administratively feasible steps to provide translation assistance upon request. For example, local authorities would seek qualified translators (e.g., faculty, graduate and ESL students) from the foreign language departments of nearby colleges and universities.

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Town of Ayer
Community Preservation Act Grant Agreement

This Grant Agreement is made this ___ day of _____, 2014, by and between the Town of Ayer (the "Town"), through its Community Preservation Committee (hereinafter "CPC"), and the Habitat for Humanity North Central Massachusetts. (hereinafter "HHNCM"). The purpose of this Grant Agreement is to implement the following grant award:

Project Name: Central Ave. Ayer Duplex Housing Unit Construction

Project Description: To provide up to \$100,000 in funding (\$50,000 per unit) to support energy-efficient construction of permanently deeded affordable duplex housing for Ayer residents with incomes at or below 100% of the Area Median Income, as approved by Annual Town Meeting, October, 2014, with funds to be administered by HHNCM.

This grant award is subject to the following terms and conditions:

1. The term of this grant agreement is from November 1, 2014, when funds become available, to October 31, 2015, unless the CPC grants an extension for good cause shown by HHNCM. Funds not utilized on this project by October 31, 2015 or subsequent extension will be returned to the Community Preservation undesignated reserve.
2. The grant funds are only to be used in connection with the creation of new duplex housing units **through the new construction on Central Avenue, Ayer, Massachusetts**. Under no circumstances are the funds to be used to renovate or improve existing affordable housing units. HHNCM is solely responsible for documenting how the grant is used, and shall account to the CPC on written request.
3. Before committing funds provided through this Agreement to any specific construction project, HHNCM will submit a description and budget for that project, including sources of supplemental funds, for approval by CPC. In addition, HHNCM will provide documentation to CPC showing that the property being constructed is bound by a permanent deed restriction assuring affordability by eligible residents of Ayer with incomes at or below 100% of the Area Median Income. The permanent deed restriction shall give the Town the independent authority to enforce its terms should HHNCM, for whatever reason, elect or fail to do so.
4. It is the obligation of HHNCM to obtain all permits and licenses necessary for the implementation of each specific project.

5. Upon completion of a construction project approved by CPC, HHNCM will submit a Project Status Report accompanied by a request for payment of detailed and itemized documented project costs, and CPC will approve payment promptly if it determines that all costs are properly related to the project.

6. The CPC or the Town has the right to enforce this Agreement in law and in equity.

Executed as of the date set forth above:

Janet Providakes
Chair, Ayer CPC,
Duly authorized

Date: _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex County: ss

On this ___ day October, 2014, before me, the undersigned notary public, personally appeared, proved to me through satisfactory evidence of identification, which was **(circle one)** personal knowledge of identity of the principal/passport or driver's license bearing photographic image of principal/ other _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My commission expires: _____

Christopher R. Hillman
Chair, Ayer Board of Selectmen,
Duly authorized

Date: _____

Carolyn Read
Executive Director at Habitat for Humanity North Central Massachusetts
Duly Authorized

Date: _____

TOWN OF AYER
OLD CENTRAL FIRE STATION

PURCHASE AND SALE AGREEMENT

1. PARTIES. This Purchase and Sale Agreement (this "Agreement") is entered into by and between the **Town of Ayer**, having an address of 1 Main Street, Ayer, MA 01432, hereinafter called "Seller," and **GS Holdings, LLC**, a Massachusetts limited liability company, having an address of 256 Great Road, #11, Littleton, MA 01460, hereinafter called "Buyer."

2. PREMISES. Seller agrees to sell, and Buyer agrees to buy, upon the terms hereinafter set forth, a parcel of land, with the building thereon, known as "Old Central Fire Station" (the "Building"), located 14 Washington Street, in Ayer, Massachusetts, being Assessor's Map 26, Lot 184, and described in a deed recorded with the Middlesex South District Registry of Deeds in Book 804, Page 511.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS. Included in the sale as a part of the Premises are the Building and fixtures belonging to Seller and used in connection therewith.

4. TITLE DEED. Said Premises are to be conveyed by a quitclaim deed running to Buyer, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of the closing;
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of the Premises for residential and/or business/retail use;
- (f) A Land Development Agreement, in substantially the same form as the document attached hereto as Exhibit A, and further described at Paragraph 20 hereof;
- (g) A Regulatory Agreement, by and among the Department of Housing and Community Development, the Seller and the Buyer, in substantially the same form as the document attached hereto as Exhibit B, relative to the affordable housing unit(s) to be created at the Premises; and
- (h) A Historic Preservation Restriction whereby the Buyer agrees to preserve the front façade (the "Façade") of the Building in substantially its current condition, with the upgrades and renovations expressly permitted in the Historic Preservation Restriction, in perpetuity, in substantially the same form as the document attached hereto as Exhibit C, provided, however, the Historic Preservation Restriction shall be required only if Town Meeting approves CPA funding for the Façade in an amount of at least \$75,000.00 prior to the commencement of restoration of the Building.

5. PLANS. If said deed refers to a plan necessary to be recorded therewith, Buyer shall, at its sole cost and expense, prepare a survey plan in form adequate for recording or registration.

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6. PURCHASE PRICE. The agreed purchase price for said Premises is Sixty Thousand and 00/100 Dollars (\$60,000.00), of which:

\$ 5,000.00	has been paid by Buyer on this date, and shall be the deposit under this Agreement; and
\$ 55,000.00	is to be paid on the closing date by certified, bank check, Attorney IOLTA check, or by wire transfer.
\$ 60,000.00	TOTAL

7. TIME FOR PERFORMANCE, DELIVERY OF DEED. Such deed is to be delivered at 11:00 o'clock a.m. at the office of Buyer's counsel, unless otherwise agreed upon in writing, within thirty (30) days of satisfaction of the contingencies set forth at Paragraph 21 hereof, but in no event later than December 31, 2015. It is agreed that time is of the essence of this Agreement.

8. POSSESSION AND DELIVERY OF PREMISES. Full possession of said Premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof and minor damage by casualty excepted, and (b) in compliance with provisions of any instrument referred to in Paragraph 4 hereof. Buyer shall be entitled personally to inspect said Premises and to conduct such investigations as are necessary, prior to the delivery of the deed, to determine whether the condition thereof complies with the terms of this Paragraph.

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9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises in accordance with Paragraph 8 above, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto, unless Seller elects, in its sole discretion, to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event Seller shall give written notice thereof to Buyer at or before the time for performance hereunder, in which case the closing shall be extended for an additional sixty (60) days. In no event, however, shall reasonable efforts require Seller to expend more than \$1,000.00 to make the Premises so conform to the provisions hereof, including attorneys' fees.

10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM. If at the expiration of the extended time Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then any

payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

11. BUYER'S ELECTION TO ACCEPT TITLE. Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case Seller shall convey such title.

12. ACCEPTANCE OF DEED. The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

13. INSURANCE. Until the delivery of the deed, Seller shall maintain insurance on the Premises as presently insured.

14. ADJUSTMENTS. A payment in lieu of taxes shall be paid in accordance with G.L. c.44, §63A, as of the day of performance of this Agreement and the net amount thereof shall be added to the purchase price payable by Buyer at the time of delivery of the deed. Charges for water, sewer, electricity, gas, telephone, fuel, and other utilities shall be adjusted as of the day of closing

15. DEPOSIT. All deposits made hereunder shall be held in escrow by the Treasurer of the Town of Ayer as escrow agent, in a non-interest bearing account, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this Agreement pending instructions mutually given by Seller and Buyer.

16. BUYER'S DEFAULT; DAMAGES. If Buyer shall fail to fulfill Buyer's agreements herein, all deposits made hereunder by Buyer shall be retained by Seller as Seller's sole and exclusive remedy at law and equity for Buyer's breach of this Agreement. The parties acknowledge and agree that the Seller has no adequate remedy in the event of Buyer's default under this Agreement because it is impossible to compute exactly what damages would accrue to Seller in such event. Therefore, the parties have taken these facts into account in setting the amount of the deposit hereunder and hereby agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to Seller in the event of Buyer's default hereunder, (ii) said deposit represents damages and not a penalty against Buyer, and (iii) the parties have had the benefit of counsel with regard to the provisions of this Paragraph.

17. LIABILITY OF SHAREHOLDER, TRUSTEE, FIDUCIARY. If Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

18. REPRESENTATIONS AND WARRANTIES. Buyer acknowledges that Buyer has not been influenced to enter into this transaction nor has it relied upon any warranties or

representations not set forth or incorporated in this Agreement, except for the following additional warranties and representations: NONE.

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19. BROKERS. Buyer and Seller each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. Buyer and Seller agree to defend and indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this Paragraph shall survive the delivery of the deed.

20. LAND DEVELOPMENT AGREEMENT. Seller shall convey the Premises to Buyer subject to the Land Development Agreement attached hereto as Exhibit A and incorporated herein (the "LDA"), which the parties shall execute at the closing and record immediately after the recording of the deed and prior to any mortgages. Said LDA shall govern the development of the Premises and require, among other things, the following mandatory terms:

- (a) *Construction Obligation*: Buyer shall, at its sole cost and expense, construct (i) 6-8 two-bedroom residential units within the Building, or (ii) office/retail on the first floor and 3-4 two-bedroom residential units on the second floor of the Building, and, in either case, at least one (1) of the residential units within the Building shall be an affordable unit, to be leased to a family with an annual income which does not exceed eighty percent (80%) of the Area Median Income adjusted for family size as determined by the U.S. Department of Housing and Urban Development ("HUD"), and which unit shall be counted on the Town's Subsidized Housing Inventory (the "Project"). Buyer shall commence construction within sixty (60) days of the recording of the LDA. Buyer shall complete said construction within two (2) years from the date of recording of the LDA or within such extended period as is set forth more particularly in the LDA;
- (b) *Sale or Transfer of Premises*: Buyer shall not convey or transfer the Premises or any portion thereof to any person or entity, except to an entity which is entirely controlled by the principals of Buyer, or to such other person or entity, with the approval of Seller, which approval shall not be unreasonably withheld or delayed, until the Project has been substantially completed.

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21. CONTINGENCIES. The obligations of the parties are contingent upon the satisfaction of each of the following conditions:

- (a) *Disclosure*: Buyer shall have complied with the disclosure provisions of G.L. c.7C, §38, and Seller and Buyer agree to diligently pursue full compliance with said statute. Seller shall prepare and file all required statements;
- (b) *Financing*: Buyer shall have obtained financing sufficient in the reasonable judgment of the Buyer and Seller for Buyer to design, construct, operate and maintain the Project and other improvements required under the LDA. Buyer shall, within sixty

(60) days from the date of this Agreement (the "Due Diligence Period"), provide Seller with firm Project financing commitments, including, but not limited to public funding commitments, construction loan commitments, and/or permanent loan commitments from institutional or private lenders and/or public or quasi-public entities, on terms and amounts reasonably satisfactory to Buyer and Seller, and shall, prior to or simultaneously with the execution and delivery of the deed to the Premises, close on Project financing, whereby Buyer shall receive funds from institutional or private lenders and/or public or quasi-public entities in amounts reasonably satisfactory to Buyer and Seller to complete the Project;

(c) *Permits and Approvals*: Buyer shall have obtained all permits and approvals necessary to undertake construction of the Project, including, but not limited to, a variance or special permit to allow the creation of residential units on the first floor of the Building on the Premises. In the event approval to create residential units on the first floor of the Building on the Premises is denied, Buyer may seek a zoning change at the next scheduled Town Meeting (or at such special Town Meeting that the Board of Selectmen may call), which zoning change shall be drafted in collaboration with Town Counsel, and which zoning change shall be recommended by the Board of Selectmen. Further, the period for appeal under each of such permits and approvals shall have expired without appeal by a third party or, if appealed, such appeal shall have been successfully resolved in the reasonable determination of Buyer; and, further, none of such permits and approvals shall have a condition(s) which renders the Project uneconomic. The Seller agrees to execute any and all applications for such permits and approvals as may be required by governmental authorities due to the Seller's ownership of the Premises. In the event, however, that Buyer does not receive a variance or special permit to allow the creation of residential units on the first floor of the Building, or Town Meeting does not approve a zoning amendment permitting the creation of residential units on the first floor of the Building, Buyer shall, assuming all other permits and approvals are obtained, nonetheless, construct the Project, which shall consist of retail/commercial space on the first floor of the Building and 3-4 residential units on the second floor of the Building. Buyer shall, in such case, exercise all due diligence to obtain the permits and approvals needed for said alternate Project. Seller cannot represent that any permits and approvals will be forthcoming from any board, agency or officer that has a role in reviewing and granting any such permit or approval. Notwithstanding the foregoing, in the event Buyer does not have all such permits and approvals by December 31, 2015, which may be extended by the parties if the delay is through no fault of the Buyer, either party may declare this Agreement null and void, whereupon the Deposit shall be returned, and the parties shall have no further recourse against one another;

(d) *Approved Plans and Specifications*: Buyer shall prepare plans and specifications for the construction of the Project and for any work done or improvements made on or to the Premises in connection therewith, showing in detail the location, layout, and the design of the Building, the landscaping, and all other improvements to be constructed on the Premises. Within ninety (90) days from the date of this Agreement, Buyer shall submit the plans and specifications (the "Approved Plans and Specifications") to the Town for its approval, not to be unreasonably withheld. In the

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event of disapproval, Seller shall give Buyer an itemized statement of reasons for disapproval within forty-five (45) days after the plans and specifications are submitted to Seller. Buyer shall use reasonable efforts to cause such item to be appropriately revised as soon as possible after receipt of such notice of disapproval and resubmit the same to Seller for approval pursuant to this Section. Buyer and Seller agree to cooperate reasonably and in good faith with each other to resolve any objections of the other to such items and/or requested modifications by the other. If no response is received from Seller within said forty-five (45) day period, the plans and specifications shall be deemed approved by Seller, so long as said notice to Seller sets forth that failure to respond within said forty-five (45) day period shall be considered a deemed approval. The approval herein shall conform to the state building code and to those upgrades and renovations permitted to the Façade under the Historic Preservation Restriction, if applicable.

(e) *LDA*: Buyer and Seller shall execute and record the LDA attached hereto as Exhibit A;

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(f) *Regulatory Agreement*: Buyer and Seller shall execute and record the standard DHCD form of Regulatory Agreement for rental housing, attached hereto as Exhibit B;

(g) *Historic Preservation Restriction*: Buyer and Seller shall execute and record the Historic Preservation Restriction attached hereto as Exhibit C; and

(h) *Compliance*: Compliance with any other requirements of the Massachusetts General or Special Laws relative to the sale of property by Seller.

22. HAZARDOUS MATERIALS. Buyer acknowledges that Buyer has not been influenced to enter into this transaction and has not relied upon any warranties or representations not set forth in this Agreement. Buyer represents and warrants that it or its agents have conducted a full inspection of the Premises, and based upon Buyer's investigation, Buyer is aware of the condition of the Premises, and will accept the Premises "AS IS." Buyer acknowledges that Seller has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Waste") on, in, under or emitting from the Premises or for any other condition or defect on the Premises. The provisions of this Section shall survive delivery of the deed.

COPY

23. ASSIGNMENT. Buyer shall not assign this Agreement or any of its rights hereunder, except to an entity wholly owned or controlled by the principals of buyer, and to third parties, without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed.

COPY

24. PROPERTY INSPECTION; CONDITION OF PREMISES. Buyer acknowledges and agrees that the Premises are being conveyed in their "AS IS" condition, without any representation or warranty, express or implied, and that Seller shall have no obligation to remove any furnishings, equipment, other personal property or fixtures from the Premises, to clean the Premises or render it broom-clean, or do anything to make the Premises acceptable to Buyer, and that Buyer shall be solely responsible for their removal, at its cost and expense.

25. TITLE INSPECTION. Buyer shall have until the expiration of the Due Diligence Period to examine Seller's title to the Premises and to notify Seller of its objections thereto. Any title matters affecting the Premises as of the expiration of the Due Diligence Period, and not objected to by Buyer by notice given to Seller prior to the expiration of said Due Diligence Period, shall be deemed accepted by Buyer. Nothing herein shall waive Buyer's objections to title matters arising after the expiration of the Due Diligence Period.

26. MORTGAGE CONTINGENCY CLAUSE. Buyer's performance hereunder is contingent upon receipt by Buyer of a firm written loan commitment from an institutional or private lender, upon commercially reasonable terms, in an amount equal to eighty (80%) per cent of the cost of rehabilitation and restoration of the Building, as shown on the pro forma shown to, and approved by the Town (the "Financing"). Buyer shall use good faith, commercially reasonable and diligent efforts to obtain such Financing. Buyer shall apply for a loan within twenty (20) days from the date of this Agreement, and if despite Buyer's diligent efforts a commitment for such loan cannot be obtained within sixty (60) days following application, Buyer and Seller shall each have the right to terminate this Agreement by written notice to the other party, whereupon any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

27. TITLE OR PRACTICE STANDARDS. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association of Massachusetts at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable. It is understood and agreed by the parties that, without limitation, the Premises shall not be in conformity with the title provisions of this Agreement unless:

- (a) no building, structure or improvement of any kind belonging to any person or entity encroaches upon or under the Premises from other premises;
- (b) title to the Premises is insurable, for the benefit of Buyer, by a title insurance company acceptable to Buyer, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use;
- (c) all structures and improvements and all means of access to the Premises shall not encroach upon or under any property not within the lot lines of the Premises; and

- (d) the Premises shall abut a public way, duly laid out or accepted as such by the municipality in which the Premises are located, or have the benefit of a valid easement leading to public ways.

28. CLOSING. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. Unless the Closing takes place at the appropriate Registry of Deeds, all documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land.

29. CASUALTY; CONDEMNATION. Notwithstanding anything herein to the contrary, in the event that all or a substantial part of the Premises is damaged or destroyed by fire, vandalism or other casualty (and such fire, vandalism or other casualty is not the result of the negligence of Buyer, or its agents, employees, contractors and invitees), or in the event of a taking of all or substantially all of the Premises by eminent domain by an entity other than Seller, Seller or Buyer, may, at its option, terminate this Agreement, whereupon all deposits made by Buyer under this Agreement shall be returned. "Substantial part" shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially and adversely affect the use of the Premises for the purposes set forth herein. Notwithstanding the foregoing, Buyer shall have the election to accept the Premises after a fire casualty by paying the purchase price and having the insurance proceeds assigned to Buyer, in which event Buyer shall abide by the terms herein except, in the event the Façade is substantially damaged or destroyed, a reproduction of the original Façade shall be constructed.

30. BUYER'S WARRANTIES. Buyer hereby represents and warrants:

- (a) This Agreement and all documents to be executed by Buyer and delivered to Buyer at the closing are, or at the time of the closing will be, duly authorized, executed and delivered by Buyer.
- (b) Buyer hereby acknowledges and agrees that, except for the representations and warranties of Seller expressly set forth in this Agreement, Buyer has not relied upon nor been induced by any representations, warranties, guarantees, promises or statements, whether written or oral, express or implied, or whether made by Seller or any employee or representative of Seller.

31. NOTICE. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) upon electronically confirmed receipt of facsimile delivery (provided that such facsimile delivery is promptly followed by one of the other permitted forms of notice contained herein), to the party with a copy to the party's attorney, addressed in the case of:

Seller: Board of Selectmen
Ayer Town Hall
1 Main Street
Attention: Town Administrator
Ayer, MA 01432
Telephone: (978) 772-8220
Facsimile: (978) 772-3017
E-Mail: rpontbriand@ayer.ma.us

With a copy to: Katharine Lord Klein, Esq.
Kopelman and Paige, P.C.
101 Arch Street
Boston, MA 02110
Telephone: (617) 556-0007
Facsimile: (617) 654-1735
E-Mail: kklein@k-plaw.com

In the case of Buyer: GS Holdings, LLC
256 Great Road, #11
Littleton, MA 01460
Attention: R. Douglas Shaw, Manager
Telephone: (978) 375-1434

With a copy to: Sherrill R. Gould, Esq.
Gould Law Offices
P.O. Box 752
Littleton, MA 01460
Telephone: (978) 486-9566
Facsimile: (978) 486-9434
E-Mail: sherryesq@yahoo.com

By such notice, either party may notify the other of a new address, in which case such new address shall be employed for all subsequent deliveries and mailings.

32. POST CLOSING COMPLIANCE AND ADJUSTMENTS. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within two months of the date of the delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission. This provision shall survive delivery of the deed.

33. EXTENSIONS. Buyer and Seller hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. Buyer and Seller shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority

granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.

34. COOPERATION. Seller agrees to use reasonable efforts to assist Buyer in obtaining any and all permits, licenses, easements and other authorizations required by any governmental authorities with respect to any construction or other work to be performed on the Premises, but Buyer acknowledges that Seller has no control over and cannot guarantee that permits required from municipal boards or officers within their statutory or regulatory authority will be granted or fees waived.

35. CONSTRUCTION. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer. If two or more persons are named herein as Buyer their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

36. GOVERNING LAW: This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts, and any actions, suits or other claims pertaining or relating to this Agreement shall be brought within the courts of Massachusetts.

[Signature Page Follows]

In Witness Whereof, the parties sign this Agreement under seal as of this 3rd day of February, 2015.

SELLER:

TOWN OF AYER, by its
Board of Selectmen

Christopher R. Hillman

Jannice L. Livingston

Gary J. Luca

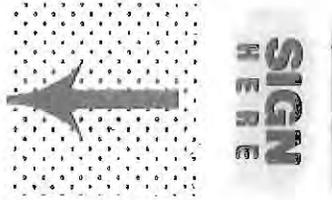
BUYER:

GS Holdings, LLC

By: RD _____
Name: R. Douglas Shaw
Title: Managing Member

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



Tuesday, January 20, 2015
Meeting Minutes

Broadcast and Recorded by APAC

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.

Review and Approve Agenda: C. Hillman asked that online permitting be added to the Town Administrator's Report.

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

National Great Kindness Challenge Week Proclamation: The Board presented Page Hilltop School Principal Fred Deppe with a certificate of recognition for the school's participation in the Great Kindness Challenge Week.

Public Input: Mr. Sal Perla, President of the Nashoba Valley Medical Center, read a statement outlining his concerns with the proposed New England Recovery Center on Patton Road in Devens and the unintended negative consequences it could have on the Nashoba Valley Medical Center.

Frank Maxant, 14 Williams Street asked about the status of the MassDevelopment Wastewater Contract. C. Hillman said the Town Administration was actively communicating with the Mass Development on this issue. DPW Superintendent Mark Wetzel stated that he recently met with Mass Development to discuss.

Lisa Gabree, Town Accountant: L. Gabree requested approval of a Reserve Fund Transfer in the amount of \$2,550 for software training for the Tax Collector and the Benefits and Payroll Manager. The training will take place in February.

Motion: A motion was made by G. Luca and seconded by J. Livingston to approve the reserve fund transfer request in the amount of \$2,550 into account 01136. **Motion passed 3-0.**

Public Hearing – CDBG Projects for Submission: The public hearing was opened at 7:31 PM. G. Luca read the public hearing notice. Mr. David Maher and Ms. Alicia Hersey of the Office of Community and Economic Development and Michael Pingpank from Community Opportunities Group presented an overview of the upcoming CDBG submission, due February 13, 2015.

Tom Horgan, 134 Washington Street asked a question about the Pleasant Street School sewer project.

Motion: A motion was made by G. Luca and seconded by J. Livingston to close the public hearing at 7:56 PM. **Motion passed 3-0.**

Superintendent Mark Wetzel, Department of Public Works: M. Wetzel asked for consideration to waive the water and sewer connections for the Habitat for Humanity project at 76 Central Avenue; the total cost for the connections is \$7,500.

Motion: A motion was made by G. Luca and seconded by C. Hillman to waive the water and sewer connection fees for the Habitat for Humanity project located at 76 Central Avenue in the amount of \$7,500. **Motion passed 3-0.**

M. Wetzel has asked that the Board authorize Option Year 2 for the agreement with Hoyle, Tanner & Associates, Inc. for management of the Industrial Pretreatment Program for a fee not to exceed \$42,500.

Motion: A motion was made by G. Luca and seconded by J. Livingston to execute Option Year 2 for the agreement with Hoyle, Tanner & Associates, Inc. for management of the Industrial Pretreatment Program for a fee not to exceed \$42,500 with signature by the Chair. **Motion passed 3-0.**

M. Wetzel gave an update on the status of the Shirley Street Bridge. An inspection will be done by the State Bridge Engineer; once that is done an estimate can be done on needed repairs. \$75,000 is budgeted in the draft FY'16 capital planning budget.

M. Wetzel made a presentation from the Stormwater Utility Committee which focused on the stormwater utility status, budget, fee structure and recommend fees and implementation. The Board will hold a public hearing on Tuesday February 24, 2015 at 7:00 PM.

Town Meeting Warrant Guide and Article Submission System: J. Livingston stated that the approved 2005 version of the Town Meeting Guide was found recently. She will be reviewing both the 2005 document and her proposed document and will present one document at a future meeting.

She then presented the Article Submission System which creates action item tracking for each warrant article. It also provides additional information about articles for town meeting warrants.

Motion: A motion was made by J. Livingston and seconded by C. Hillman to approve the warrant article submission form as included in the January 20, 2015 packet. **Motion passed 3-0.**

Town Administrator's Report: R. Pontbriand requested to take the Habitat Humanity Land Transaction first because Carolyn Reed from Habitat was present at the meeting. R. Pontbriand and C. Reed explained the three documents needing approval by the Board of Selectmen that have been reviewed by Town Counsel.

Motion: A motion was made by G. Luca and seconded by J. Livingston to approve the arson and tax delinquency agreement with signature by the Chair. **Motion passed 3-0.**

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve the land use agreement for 76 Central Avenue. **Motion passed 3-0.**

Motion: A motion was made by G. Luca and seconded by J. Livingston to approve the release of deed from the Town of Ayer to Habitat for Humanity for the property located at 76 Central Avenue for \$1 (one dollar and 00/100). **Motion passed 3-0.**

R. Pontbriand gave an administrative update relative to the ongoing budget hearings, health insurance rates; the upcoming Annual Town Meeting and an online permitting/online payment update.

The Massachusetts Alcoholic Beverages Control Commission requires each municipality to give a seasonal population estimate. This usually affects communities with a large tourism base, such as Cape Cod. Town Clerk Susan Copeland sent a memo stating that the projected seasonal population increase to the Town of Ayer in 2015 is zero.

Motion: A motion was made by C. Hillman and seconded by G. Luca to approve the projected seasonal increase of zero. **Motion passed 3-0.**

R. Pontbriand recommended that that the Board of Selectmen authorize the creation of a Comprehensive Plan Committee for the ten year update needed to the current plan. The committee will consist of 13 members, with seven (7) of the thirteen (13) being members from the community and the remaining six (6) be designees from the following: Board of Selectmen, Planning Board, Historical Commission, Zoning Board of Appeals, Parks Commission, Ayer Shirley Regional School District School Committee Ayer Representative.

Motion: A motion was made by G. Luca and seconded by J. Livingston to authorize the creation of the Comprehensive Plan Committee. **Motion passed 3-0.**

R. Pontbriand then recommended that the Board of Selectmen authorize the creation of a Holiday Tree Lighting Committee consisting of seven (7) members charged with the planning, programming, fundraising and implementation of the Town's 2015 Holiday Lights program.

Motion: A motion was made by J. Livingston and seconded by G. Luca to authorize the creation of the Holiday Tree Lighting Committee. **Motion passed 3-0.**

The Board of Selectmen reviewed a draft letter of support for the Town's upcoming Community Development Block Grant application, drafted by the Assistant to the Town Administrator.

Motion: A motion was made by G. Luca and seconded by C. Hillman to approve and sign the draft letter. **Motion passed 3-0.**

R. Pontbriand outlined the process for filling the Planning Board Vacancy as requested by the Planning Board. The Ayer Board of Selectmen and the Ayer Planning Board will meet in a Joint Session on February 17, 2015 during the regularly scheduled Board of Selectmen's meeting to jointly appoint a new member. Applications are due February 11, 2015 and the term of the appointment will be until the April 2015 election.

Motion: A motion was made by G. Luca and seconded by C. Hillman to have a joint meeting with the Planning Board on February 17, 2015. **Motion passed 3-0.**

R. Pontbriand gave an overview of the discussion of the official town flag. The Board reviewed two (2) submissions from resident Mr. Jim Fay. The Board has asked R. Pontbriand to contact the school department to talk about the possibility of having a town flag design contest.

New Business/Selectmen's Questions: C. Hillman inquired about the status of summer parking at Sandy Pond Road. R. Pontbriand advised that the Parks Commission will be discussing at their February meeting.

Approval of Meeting Minutes:

Motion: A motion was made by J. Livingston and seconded by C. Hillman to approve the meeting minutes of January 6, 2015. **Motion passed 3-0.**

Adjournment:

Motion: A motion was made by J. Livingston and seconded by C. Hillman to adjourn at 10:00 PM.

Motion passed 3-0.

Minutes Recorded and Submitted by Carly M. Antonellis

Minutes Approved by BOS: _____

Gary J. Luca, Clerk: _____