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



## <u>Tuesday February 20, 2018 -</u> <u>Executive Session Meeting Agenda</u>

6:00 PM Call To Order Executive Session pursuant to G.L. c. 30A, sec. 21(a) 1. Exemption #3 (Litigation Strategy) Worthen Dale v. Town of Ayer **Open Session Meeting Agenda** Reconvene in Open Session 7:00 PM Pledge of Allegiance; Review and Approve Agenda; Review of Warrant(s); Announcements 7:05 PM\* **Public Input** Chief William A. Murray, Ayer Police Department 1. Appointment of Full Time Dispatcher 7:10 PM Ms. Cindy Knox, I.T. Director 1. Updated Written Information Security Program (WISP) 7:15 PM Mr. Alan Manoian, Director of Community and Economic Development and Ms. Alicia Hersey, Program Manager 1. FY18 CDBG Grant Document Authorization Superintendent Mark Wetzel, Aver DPW 7:20 PM 1. Letter of Support – East Main Street Reconstruction 2. Inflow and Infiltration Investigation Phase 2B Discussion Items - Water Rules and Regulations 7:40 PM Town Administrator's Report 1. Administrative Update 2. Approval of the March 19, 2018 Special Town Meeting Warrant 3. Reserve Fund Transfer - Town Counsel Legal Services 4. FY 2019 Budget Update 8:00 PM New Business/Selectmen's Questions 1. Chapter 90 Funding (Selectman Luca) Free Cash Discussion (Selectman Luca) 8:15 PM **Approval of Meeting Minutes** 

February 6, 2018

## Adjournment\*

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



## AYER POLICE DEPARTMENT

+

54 Park Street · Ayer, Massachusetts 01432-1161 Tel. (978) 772-8200 · Fax (978) 772-8202

William A. Murray Chief of Police

## **MEMORANDUM**

To: Board of Selectmen

From: Chief William A. Murray

CC: TA Pontbriand, file **Date:** February 13, 2018

Re: Dispatcher Appointment

I respectfully request that the Board appointment **Max Goodwin Jr.** to the position of Full-time Dispatcher to fill an opening created by the passing of Vicki Roche.

Max grew up in Ayer and graduated from Ayer High in 2009. After a brief stint on the Ayer Fire Department, as an on-call Firefighter, and at The Cottage, he joined the Navy and became a language analyst specializing in Modern Standard Arabic and Iraqi. Upon being discharged Max moved to Shirley and became a Part-time Dispatcher.

Max has all the requisite certifications to Dispatch and is trained in our EMD protocol so will not need bridge training. He is fluent in our record keeping software and will only require completion of our Field Training program.

I am recommending the Board appoint Max, effective March 1, 2018, at a Step 1 Dispatcher grade. This appointment should be contingent upon successfully passing a background investigation, drug testing, and field training.

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



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

## **MEMORANDUM**

DATE: February 16, 2018

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand

Town Administrator

SUBJECT: Updated Written Information Security Program (WISP)

Dear Honorable Selectmen,

Ms. Cindy Knox, I.T. Director will appear before the BOS regarding the Update Written Information Security Program (WISP). As the BOS is aware, the Town is legally required to have a WISP which was originally approved by the BOS on April 19, 2016. The Town is also legally required to periodically review and update the WISP.

Ms. Knox and the I.T. Committee have reviewed and updated the WISP with input from the Town Administrator. We will be respectfully requesting that you vote to approve the updated WISP at the February 20, 2018 meeting.

Attached to this memo are the following documents for your review:

- 1. The reviewed and updated WISP (recommended for your vote to approve);
- 2. The mark-up copy of the original WISP showing the changes made;
- 3. A copy of Ms. Knox's brief power-point presentation for the BOS

If you have any questions prior to the meeting, please do not hesitate to contact Ms. Knox or myself.

Thank you.

Attachment(s)

Cindy Knox (978) 772-8252



Town of Ayer, Massachusetts 1 Main Street – Ayer, MA

# TOWN OF AYER COMPREHENSIVE WRITTEN INFORMATION SECURITY PROGRAM

Approved by the Ayer Board of Selectmen April 19, 2016 Approved by the Ayer Board of Selectmen February 20, 2018

Reviewed and updated on February 14, 2018

#### I. OBJECTIVE:

The Town of Ayer's objective, in the development and implementation of this comprehensive written information security program ("WISP"), is to create effective administrative, technical and physical safeguards for the protection of personal information of residents of the Commonwealth of Massachusetts, and to comply with obligations under 201 CMR 17.00.

This WISP sets forth the Town's procedure for evaluating our electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting personal information of residents of the Commonwealth of Massachusetts. For purposes of this WISP, "personal information" means a resident's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "personal information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

For purposes of this WISP, all documents and other data, whether in electronic or "paper" form, shall be presumed to contain "personal information" unless otherwise clearly established and labeled.

#### II. PURPOSE:

The purpose of this WISP is to:

- a) Ensure the security and confidentiality of personal information;
- b) Protect against any anticipated threats or hazards to the security or integrity of such information; and
- c) Protect against unauthorized access to or use of such information in a manner that creates a substantial risk of identity theft or fraud.

## III. SCOPE:

This WISP covers all officials and employees, including temporary or contract employees who have access to personal information, in the Town of Ayer.

In formulating and implementing the Plan, the Town of Ayer has and will continue to:

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Town of Ayer, Massachusetts 1 Main Street – Ayer, MA

- (a) Identify reasonably foreseeable internal and external risks to the security, confidentiality, and/or integrity
  of any electronic, paper or other records containing personal information;
- (b) Assess the likelihood and potential damage of these threats, taking into consideration the sensitivity of the personal information;
- (c) Evaluate the sufficiency of existing policies, procedures, customer information systems, and other safeguards in place to control risks;
- (d) Design and implement a plan that puts safeguards in place to minimize those risks, consistent with the requirements of 201 CMR 17.00;
- (e) Regularly monitor the effectiveness of those safeguards.
- (f) Due to the unique legal and security requirements of the Ayer Police Department, the Ayer Police Department is exempt from this Policy.

## IV. INFORMATION TECHNOLOGY DIRECTOR:

The Town's Information Technology Director is charged with the implementation, supervision and maintenance of the WISP.

Additionally, IT Director will be responsible for:

- a. Training employees;
- b. Regular testing of the WISP's safeguards;
- c. Evaluating the ability of each of our third party service providers to implement and maintain appropriate security measures for the personal information to which we have permitted them access, consistent with 201 CMR 17.00; and requiring such third party service providers by contract to implement and maintain appropriate security measures;
- d. Reviewing the scope of the security measures in the WISP at least annually, or whenever there is a material change in legal requirements or the Town's practices that may implicate the security or integrity of records containing personal information;
- e. Conducting mandatory monthly training sessions for all employees who use the Town's computers. All attendees at these on-line training sessions are required to certify their attendance at the training, and their familiarity with the Town's requirements for ensuring the protection of personal information;
- f. Review the security practices of all vendors who provide off-site data storage to the Town and those who accept payments on the Town's behalf.

## V. INTERNAL RISKS:

To combat internal risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing personal information, and evaluating and improving, (where necessary) the effectiveness of the current safeguards for limiting such risks, the following measures are mandatory and are effective immediately. To the extent that any of these measures require a phase-in period, such phase-in must be completed on or before June 30, 2016:

#### **Internal Threats**

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Town of Ayer, Massachusetts 1 Main Street – Ayer, MA

- A copy of the WISP will be distributed to each employee who shall, upon receipt of the WISP, acknowledge in writing that hc/she has received a copy of the WISP.
- There will be training of employees on the detailed provisions of the WISP.
- Access to records containing personal information is limited to those persons who are reasonably required
  to know such information in order to accomplish legitimate business or to enable compliance with other
  state or federal regulations.
- Electronic access to user identification after multiple unsuccessful attempts (three attempts within fifteen minutes) to gain access will be blocked. Logging in may be retried in thirty minutes.
- Prior to the end of employment or service with the Town, terminated or separated officials or employees
  must return all records containing personal information, in any form, that may at the time of such
  termination be in the former employee's possession (including all such information stored on laptops or
  other portable devices or media, and in files, records, work papers, etc.)
- A terminated employee, or Special Town employee's physical and electronic access to personal information will be immediately blocked. Terminated employees shall be required to surrender all keys, IDs or access codes or badges, business cards, and the like, that permit access to the Town's premises or information. Remote electronic access to personal information will be disabled; his/her voicemail access, e-mail access, internet access, and passwords must be invalidated.
- Current employees' passwords will be changed every 90 days. Access to personal information is
  restricted to active users and active user accounts only. Access to records containing personal information
  shall be limited to those persons who are reasonably required to know such information in order to
  accomplish your legitimate business purpose or to enable us comply with other state or federal
  regulations.
- Employees and officials are required to report any suspicious or unauthorized use of individuals' personal information immediately to the IT Director.
- Whenever there is an incident that requires notification under M.G.L. c. 93H, §3 (Data Breaches), there
  will be an immediate mandatory post-incident review of events and actions taken, if any, with a view to
  determining whether any changes in our security practices are required to improve the security of
  personal information for which we are responsible. These post-incident reviews will be conducted by the
  IT Director and the Town Administrator.
- Employees are prohibited from keeping open files, including electronic files, containing personal information on their desks and desktops while they are away from their work area.
- At the end of the work day, all files and other records containing personal information, including
  electronic files, must be seenred in a manner that is consistent with the WISP's rules for protecting the
  security of personal information.
- Each department shall develop rules to ensure that reasonable restrictions upon physical access to records
  containing personal information are in place, including a written procedure that sets forth the manner in
  which physical access to such records in that department is to be restricted; and each department must
  store such records and data in locked facilities, secure storage areas or locked containers.
- Access to electronically stored personal information shall be limited to those employees having a unique
  user-id; and individualized password entry is required when a computer has been inactive for more than
  ten minutes.

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- Unescorted visitors shall not be permitted to visit any area on Town property that contains unsecured personal information.
- Paper or electronic records (including records stored on hard drives or other electronic media) containing
  personal information shall be disposed of only in a manner that complies with M.G.L. c. 93I.
- Violators of the security provisions of this WISP shall be subject to mandatory disciplinary action. (The
  nature of the disciplinary measures, up to and including termination of employment, will depend on a
  number of factors, including the nature of the violation and the nature of the personal information affected
  by the violation.)

#### VI. EXTERNAL RISKS

To combat external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing personal information, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, the following measures must be completed on or before June 30, 2016.

### **External Threats**

- The Town shall maintain up-to-date firewall protection and operating system security patches, reasonably
  designed to maintain the integrity of the personal information, installed on all systems processing
  personal information.
- The Town shall maintain up-to-date versions of system security agent software (anti-virus software)
  which includes malware protection and up-to-date patches and virus definitions, installed on all systems
  processing personal information.
- To the extent technically feasible, all personal information stored on laptops or other portable devices must be encrypted (refer to the Town's Portable Media Policy), as must all records and files transmitted across public networks or wirelessly. Encryption here means the transformation of data through the use of an algorithmic process, or an alternative method at least as secure, into a form in which meaning cannot be assigned without the use of a confidential process or key, unless further defined by regulation by the Office of Consumer Affairs and Business Regulation.
- All computer systems must be monitored for unauthorized use of or access to personal information.
  - There are secure user authentication protocols in place, including: (1) protocols for control of user IDs and other identifiers; (2) a reasonably secure method of assigning and selecting passwords (3) Control of data security passwords to ensure that such passwords are kept in a secured location and/or format that does not compromise the security of the data they protect (4) restriction of access to active users and active user accounts only and (5) blocking of access to user identification after multiple unsuccessful attempts to gain access.

## VII) Questions

Cindy Knox-(978) 772-8252



Town of Ayer, Massachusetts 1 Main Street – Ayer, MA

## TOWN OF AYER COMPREHENSIVE WRITTEN INFORMATION SECURITY PROGRAM

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This WISP sets forth the Town's procedure for evaluating our electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting personal information of residents of the Commonwealth of Massachusetts. For purposes of this WISP, "personal information" means a resident's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "personal information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

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- Protect against unauthorized access to or use of such information in a manner that creates a substantial risk of identity theft or fraud.

#### III. SCOPE:

This WISP covers all officials and employees, including temporary or contract employees who have access to personal information, in the Town of Ayer.

In formulating and implementing the Plan, the Town of Ayer has and will continue to:

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Cindy Knox (978) 772-8252



Town of Ayer, Massachusetts 1 Main Street – Ayer, MA

If you have any questions or comments about this Policy, please contact the IT Director or the Town Administrator. If you do not have any questions, the Town presumes that you understand and are aware of the rules and guidelines in this WISP and will adhere to them.

## VIII. EFFECTIVE DATE OF WISP

The Town of Ayer Written Information Systems Policy (WISP) was approved by the Ayer Board of Selectmen on April 19, 2016 and was revised and updated on February 20, 2018

Acknowledgement of Receipt:	
	of the Town's Written Information Security Policy. I will nd understand that failure to do so may result in disciplinary egal action.
Signed:	Date:
Printed Name:	

Cindy Knox-(978) 772-8252



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#### Internal Threats

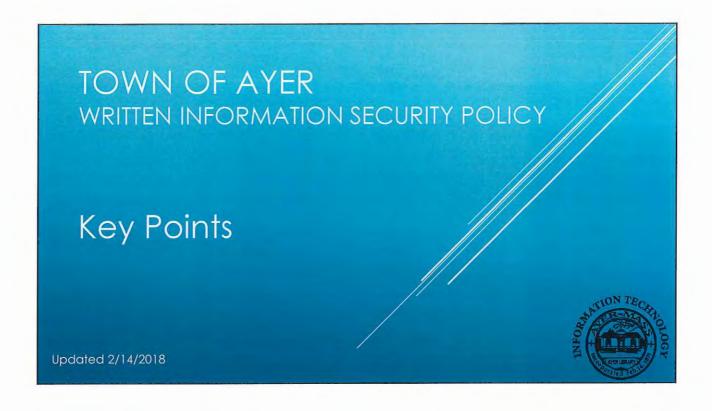
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  state or federal regulations.
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  minutes) to gain access will be blocked. Logging in may be retried in thirty minutes.
- Prior to the end of employment or service with the Town, terminated or separated officials or employees
  must return all records containing personal information, in any form, that may at the time of such
  termination be in the former employee's possession (including all such information stored on laptops or
  other portable devices or media, and in files, records, work papers, etc.)
- A terminated employee, or Special Town employee's physical and electronic access to personal
  information will be immediately blocked. Terminated employees shall be required to surrender all keys,
  IDs or access codes or badges, business cards, and the like, that permit access to the Town's premises or
  information. Remote electronic access to personal information will be disabled; his/her voicemail access,
  e-mail access, internet access, and passwords must be invalidated.
- Current employees' passwords will be changed every 90 days. Access to personal information is
  restricted to active users and active user accounts only. Access to records containing personal information
  shall be limited to those persons who are reasonably required to know such information in order to
  accomplish your legitimate business purpose or to enable us comply with other state or federal
  regulations.
- Employees and officials are required to report any suspicious or unauthorized use of individuals' personal
  information immediately to the Data Security IT Director Coordinator.
- Whenever there is an incident that requires notification under M.G.L. c. 93H, §3 (Data Breaches), there will be an immediate mandatory post-incident review of events and actions taken, if any, with a view to determining whether any changes in our security practices are required to improve the security of personal information for which we are responsible. These post-incident reviews will be conducted by the IT Director and the Town Administrator.
- Employees are prohibited from keeping open files, including electronic files, containing personal
  information on their desks and desktops while they are away from their work area.
- At the end of the work day, all files and other records containing personal information, including
  electronic files, must be secured in a manner that is consistent with the WISP's rules for protecting the
  security of personal information.
- Each department shall develop rules to ensure that reasonable restrictions upon physical access to records
  containing personal information are in place, including a written procedure that sets forth the manner in
  which physical access to such records in that department is to be restricted; and each department must
  store such records and data in locked facilities, secure storage areas or locked containers.

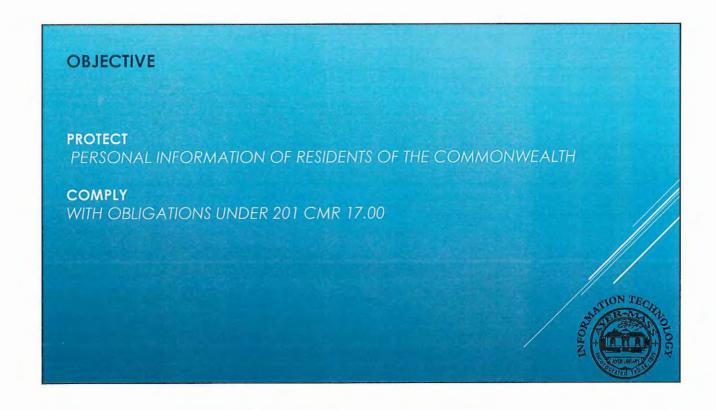


Town of Ayer, Massachusetts 1 Main Street – Ayer, MA

## VII) Questions

If you have any questions or comments about this Policy, please contact the Data Security Coordinator IT Director, or the Town Administrator. If you do not have any questions, the Town presumes that you understand and are aware of the rules and guidelines in this WISP and will adhere to them.	Formatted: Font: 11 pt Formatted: Font: 11 pt
WIII. EFFECTIVE DATE OF WISP  The Town of Ayer Written Information Systems Policy (WISP) was approved by the Ayer Board of Selectmen on  April 19, 2016 April 19, 2016 and was revised and updated on February 20, 2018	Formatted: Font: 12 pt Formatted: Heading 3
Acknowledgement of Receipt:	
I have read, understand and acknowledge receipt of the Town's Written Information Security Policy. I will comply with the guidelines set out in this policy and understand that failure to do so may result in disciplinary action (up to, and including, termination) and/or legal action.	Formatted: Font: 11 pt
Signed: Date:	
Printed Name;	





## **PURPOSE**

**Ensure Security of Personal Information** 

Protect Against anticipated threats or hazards

Protect against unauthorized access to information



## Personal Information, for the purposes of the WISP is defined as:

FIRST NAME & LAST NAME
OR
FIRST INITIAL & LAST NAME

In combination with one or more of the following:

- a) Social Security Number
- b) Drivers License or Stateissued ID Card Number
- c) Financial Account
   Number, Debit or Credit
   Card Number

Does **not** include information that is lawfully obtained from publicly available information, or from Government records lawfully made available to the General Public



## **HOW THIS AFFECTS YOU**

- 1. It is your responsibility to protect this private information.
- 2. Passwords must be changed every 90 days.
- 3. Three invalid login attempts within fifteen minutes will lock down your computer for 30 minutes.

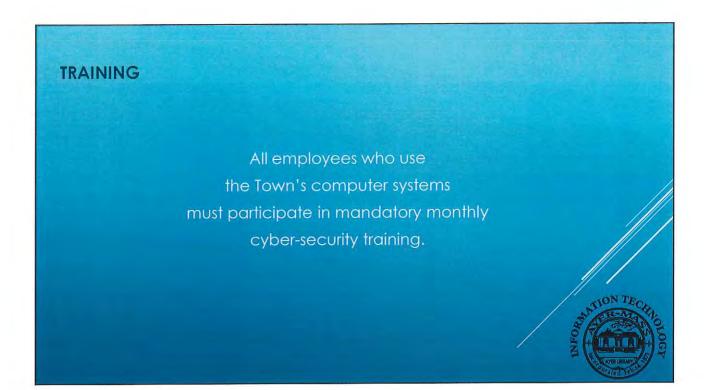


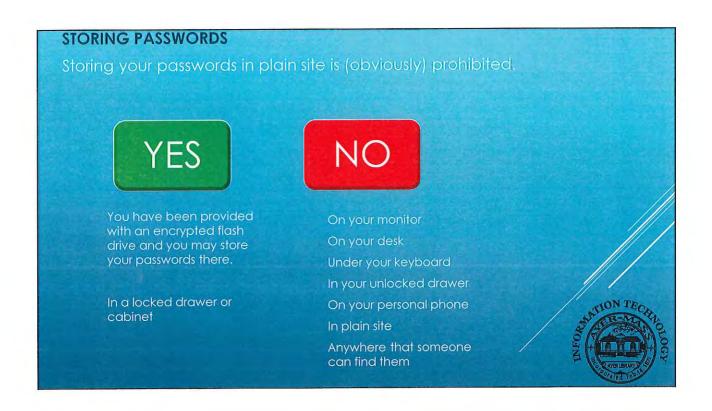
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## **HOW THIS AFFECTS YOU**

- 4. Your computer screen will lock after fifteen minutes of inactivity. If you have to step away from your desk, press CTRL-L to lock the screen.
- 5. Clean Desk: Don't leave anything with personal information out for others to see. Put everything away before you go home.
- 6. You must report any suspicious or unauthorized use of personal information immediately.







## **DEPARTMENTS**

Each Department will store these types of records and data in locked facilities, secure areas or locked containers.

Each Department will establish written rules so that reasonable restrictions to private information are in place



# Town of Ayer

## Department of Planning & Development

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



## **MEMORANDUM**

TO:

Board of Selectmen, Robert Pontbriand

FROM:

Alan S. Manoian, Director Ayer OCED

Alicia Hersey, Program Manager

DATE:

February 12, 2018

RE:

BOS Review of the FY18 Aver Housing Rehab Program Guidelines

The Ayer BOS reviewed and amended the Ayer Housing Rehabilitation Program (AHRP) Guidelines in the winter of 2016. In an effort to update our guidelines for the FY 18 grant submission, we are asking the board to once again approve these guidelines to be submitted with the FY18 CDBG grant application. There have been no changes to the guidelines since the FY16 amendment.

Request the Board of Selectmen approve by vote the FY18 Ayer Housing Rehabilitation Program Guidelines.

## TOWN OF AYER HOUSING REHABILITATION PROGRAM FY 2018 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:

<u>Location</u>: 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.

<u>Principal Benefit:</u> 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.

## A. ELIGIBILITY OF PROPERTY

- 1. <u>Eligible Properties</u>: 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. <u>Property Condition:</u> Properties must be "substandard" as defined by the presence of one or more major code violations to participate in the program.
- 3. <u>Taxes, Water/Sewer Payments:</u> 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. <u>Credit Status:</u> 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. <u>Flood Insurance</u>: 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.
- 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. <u>Prior Program Participants</u>: 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.
  - 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.

## C. OTHER CONDITIONS OF PARTICIPATION

- 1. <u>Frequency of Participation</u>: 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. <u>Household Size</u>: 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. <u>Prior Work</u>: Owners may not be reimbursed for projects undertaken prior to approval and authorization under the program.
- 5. <u>Town Employees, Officials and Staff</u>: 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. <u>Affordable Housing Restriction:</u> 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. <u>Condominia/Cooperatives</u>: 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. <u>Floodplain Requirements</u>: 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. <u>Falsification of Information</u>: 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

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.
- 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 in 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. <u>100% Deferred Payment Loans</u>: Full DPLs will be available to eligible low-income owner-occupants up to the per unit cap.
- 2. <u>75% Deferred Payment Loans</u>: 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. <u>Assistance for Lead-based Paint Hazard Reduction/Abatement</u>: Grants for the full cost of lead testing and lead paint hazard reduction will be provided to low- and moderate-income owner-occupied single-family and multi-family properties if the lead work is required for participation in the program. However, should suck lead work result in the installation of new materials such as windows, replacement doors, vinyl siding, coil stock, etc., costs associated with the installation of these items are subject to owner match requirements and will be included in the lien amount. 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 deleaded 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 required lead-based paint hazard reduction/abatement. However, this assistance will be provided as a 0% interest DPL and will be included in the lien amount. In addition, costs of lead work resulting in the installation of new materials (see examples above) are subject to owner match requirements.

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.

In the event that a household's income is largely (≥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<sup>th</sup> 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

- 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. <u>Lead Paint Removal</u>: 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. <u>Asbestos Abatement</u>: 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

- 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

- 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.
- 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

- 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.
- 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 subtrade, 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.
- 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

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.

- 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.
- 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 indebt 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.

<u>Appeals/Grievances</u>: 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*.

## ATTACHMENT A

FY 2017 Boston-Cambridge-Quincy, MA metropolitan area median family income = \$103,400

# AYER HOUSING REHABILITATION PROGRAM INCOME LIMITS

## **Income Limits**

Household size	0-50% AMI Low-Income	51-80% AMI <b>Moderate-Income</b>
1 person	\$36,200	\$54,750
2 person	\$41,400	\$62,550
3 person	\$46,550	\$70,350
4 person	\$51,700	\$78,150
5 person	\$55,850	\$84,450
6 person	\$60,000	\$90,700
7 person	\$64,150	\$96,950
8 person	\$68,250	\$103,200

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.

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.

- 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.
- 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

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.

# Town of Ayer

#### Department of Planning & Development

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



#### **MEMORANDUM**

TO:

Board of Selectmen, Robert Pontbriand

FROM:

Alan S. Manoian, Director Ayer OCED

Alicia Hersey, Program Manager

DATE:

February 20, 2018

RE:

BOS review of the Towns Community Development Stategy

The Office of Community and Economic Development has spent this past fall and early winter engaging the public regarding our community development needs. For the past year and a half the Community has been engaged in a Master Plan development process with an expected completion date of April 2018. Within the Master Plan process there has also been many opportunities to engage the public and hear their views on the Towns community needs. With the Master Plan process, Public Hearings in the fall, the neighborhood walks and meetings and culminating in a Community Development Strategy (CDS) Public Forum on January 30<sup>th</sup> the office of Community and Economic Development offer for the Board of Selectmen's review the proposed CDS

Alan S. Manoian Director, Community and Economic Development

Request the Board of Selectmen approve by vote the FY18 Community Development Strategy.

# Town of Ayer, Massachusetts Community Development Strategy 2018-2022

PROFILE: Ayer, Massachusetts population approximately 7,800 residents contained in 9.8 square miles. As five major rail lines intersected at this place from 1845-1855, the village of South Groton transformed into the "The Great Junction". In 1871 the Town of Ayer was chartered as a compact and industrialized New England "Railroad Town". In 1917 hundreds of acres of land in Ayer, Harvard & Shirley were acquired by the Federal Government establishing Camp Devens, later Fort Devens. Between 1917 and 1997, Ayer's economic, social, cultural, physical, and environmental profile was substantially shaped by Fort Devens. Fort Devens was decommissioned in 1996. Ayer's 19<sup>th</sup> and 20<sup>th</sup> century heritage as both a railroad and military town result in 21st century Ayer being well positioned as a community embracing socioeconomic diversity, broad ethnic and cultural inclusion, varied lifestyle and livelihood choices, life-long educational accessibility, and noteworthy citizen-based civic participation and activism. Advantageous 21<sup>st</sup> century community development resources/assets include, the Downtown MBTA Commuter Passenger Rail Station, the historic Downtown Main Street District, compact and walkable historic neighborhoods within a 5-10 minute walk of the Commuter Rail Station, a resilient traditional land development pattern with concentrated mixed-use development at historic core with remaining undeveloped open lands/meadows/forests at outer edges, and a strong tradition of closely-knit mixed-use neighborhoods populated by residents with a diverse range of age, income, educational, and household-size levels. Ayer's heritage of diversity and inclusion is Ayer's 21st century community development strength. The Town of Ayer is governed by a 3-member Board of Selectmen, and administered by the Office of the Town Administrator, with municipal community & economic development programs and projects being administered by the Ayer Office of Community & Economic Development.

#### AYER COMMUNITY DEVELOPMENT GOALS & OBJECTIVES (2018-2023)

Goal: Provision of Adequate, Affordable & Accessible Housing for the full range & scope of individual & family households.

**Objectives**: Expand Ayer Housing Rehabilitation Program; Introduce Traditional Neighborhood Design (TDN) practices & principles; Adopt regulation that all new multi-family dwellings require 25% of total units designated as Low-to-Moderate Income; Preserve historic downtown properties for redevelopment as multi-family dwellings; form a new public/private partnership Local Bank Network housing rehabilitation loan/grant pool.

Goal: Retain, Expand & Attract a diverse concentration of innovative manufacturing-based firms and sustainable variety of "blue & white collar" jobs.

**Objectives**: Protect & preserve existing Industrial zoned land from variance proposals; Attract new manufacturing sector companies to existing vacant industrial properties; Work with local manufacturing company human resource directors to attract & retain employees; Coordinate with local & regional partners to provide transportation choice & accessibility to local manufacturing job opportunities.

Goal: Advance Multi-Modal Transportation infrastructure, land & building development patterns, and lifestyle.

Objectives: Advance the Town of Ayer's "Complete Street" platform & program; Complete construction of new MBTA/MART Downtown Ayer Commuter Rail Parking Facility; Launch formulation, production & adoption of Downtown Ayer Transit-Oriented District (TOD) Form-Based Code smart growth zoning regulation; Expand & promote the new regional Devens Shuttle Bus Route connecting Downtown Ayer Commuter Rail Station with Devens and regional communities.

Goal: Regulate land development patterns to assure long-term municipal financial sustainability & resilience.

Objective: Implement the new Ayer Open Space Plan; Continue to identify significant & connective open/rural space parcels for prospective municipal acquisition through Community Preservation Funds and additional funding sources; Introduce and fully integrate the "Rural-to-Urban Transect" Smart Growth Platform into Ayer's planning, zoning and community development regulations, by-laws, policies & programs; Advocate and effectuate Traditional Neighborhood Design (TND) techniques and standards to promote new residential infill with Ayer's compact & sustainable historic downtown neighborhoods.

<u>AYER CDBG PROJECT PRIORITIES</u>: The Town of Ayer's 2018 CDBG Application for program funding for five (5) Project Priorities:

- 1. <u>Housing Rehabilitation Program</u>: To advance and build-upon the success of Ayer's Housing Rehabilitation Program; to encourage increased participation by needy residents of the historic and poorly maintained Sustainable Target Area urban neighborhoods.
- 2. <u>Target Area Neighborhood Infrastructure Improvement</u>: To program and fund the repair, replacement and reconstruction of obsolete, failing and often hazardous municipal infrastructure within Ayer's Sustainable Target Area Neighborhoods. Lack of proper infrastructure improvement substantially compromises the health, safety, opportunities, choices, connectivity, justice, civic cohesion, and value of Ayer's low to moderate income neighborhoods.
- 3. Traditional Neighborhood Design (TND) to Preserve & Grow Affordable Housing: To provide opportunity and direct civic-participation in planning, designing, formulating, and introducing innovative development & zoning standards to assure safe, healthy, connective, and affordable housing stock in both Ayer's historic neighborhoods and new residential neighborhoods. Design for human-scale, walkable, less-costly, socially cohesive historic infill and new residential development patterns with new affordable unit development regulatory requirements for new and rehabilitated multi-family dwellings.
- 4. "Rural to Urban Transect" Development Pattern Integration: To work towards establishing a local/regional land development-ethic by adopting a comprehensive sustainable town growth framework and development regulation based upon the Smart Growth "Rural to Urban Transect". The Transect serves to regulate and deliver the highest level of well-designed density and compact development within the Downtown Ayer/Commuter Rail Station District core, with a gradually less intense development pattern radiating out from the Town core to the outer rural/open-space town border edge.

5. <u>Transit-Oriented District (TOD) & Innovative Zoning Adoption</u>: To fully engage Ayer's community and partner regional communities through various public & community engagement platforms to better understand, analyze and appreciate the "Transportation & Land Use/Zoning Connection", and thereby, to advance the planning, design, formulation, and adoption of a Downtown Ayer "Transit-Oriented District" at the MBTA Commuter Rail Station, regulated by an innovative Form-Based Code zoning platform.

PUBLIC ENGAGEMENT TO DEVELOP THIS STRATEGY: The neighbors, residents and stakeholders of Ayer were provided various opportunities to discuss, develop, review, comment and guide our proposed community development 2018 Priority Projects/Community Development Strategy. A Community Development presentation on was conducted on 9/2017 at Ayer Town Hall. A series of Community Development & Neighborhood Engagement activities followed including, a Downtown Ayer Commuter Rail Station Design & Development Charrette, Ayer Master Plan Work Group Sessions (Housing, Economic Development, Transportation, Resources, Open Space, Land-Use), a Form-Based Code Public Presentation, a Form-Based Code Regional Partners & Communities Presentation, the Ayer Target Area Neighborhood Design & Development Walking Tour Series (5/2017-9/2017), a Historic Grove Pond Neighborhood Walking Tour (1/27/2017), a Grove Pond Neighborhood Improvement Gathering at St. Andrew's Church Hall (1/29/2018), a Community Development Strategy Public Hearing at Town Hall (1/30/2018), a Community & Neighborhood Development Open Studio Night (2/6/2018); in addition the Ayer Office of Community & Economic Development produced and aired four (4) Ayer Community & Neighborhood Development videos on social media platforms (Facebook, Twitter & the Town of Ayer Website) with single videos generating over 3,000 views (in a Town of 7,800 residents).

TARGET AREA: The Town of Ayer's CDBG Sustainable Development Target Area is contained within US Census Tract 3251, and includes US Census Blocks 3, 4, 5 & 7. The Target Area is dominated by the Hill District Neighborhood and the Grove Pond Neighborhood, both being laid-out in a traditional street-grid pattern between 1845-1855. There are a total of 1,469 housing units within the Target Area, population estimate is 2,879 (2015 ACS 5Yr. estimate), 60.2% of the total housing stock located in the Sustainable Target Area was built earlier than 1939, median age is 45.3 years (Ayer town-wide median age is 34.4), 53.3% of the housing units use electricity or fuel oil, owner/renter percentages are 51.1%/48.9% respectively, 51.2% of homeowners are paying in excess of 30% of their monthly income to maintain their households, with 36.4% of renters paying in excess of 30% of monthly income, Target Area annual mean household income is \$75,248 (Ayer town-wide mean household income is \$94,897), and per capita income is \$37,697 (Ayer town-wide per capita income is \$41,612). The Ayer Housing Authority subsidized residences, the Ayer Council on Aging Facility, and the Ayer Housing Authority Pleasant Street School Apartments are all located in the Target Area. The Grove Pond Neighborhood directly abuts the active Aver Junction Railroad Freight Yards & massive regional Freight Rail/Tractor-Trailer Intermodal Facility, and the site of the former (and contaminated) Ayer Tannery. Also, the shoreline of Grove Pond at the Grove Pond Neighborhood has become the site of a "tent-village" for homeless individuals in Ayer. These area profile characteristics and conditions evidence a Sustainable Target Area living and surviving with troubling issues of concern that compromise the residents lives and livelihoods in terms of personal & family health,

social mobility, lifestyle choice, civic equity & justice, financial sustainability, and public safety & security.

#### Commonwealth 10 Principles of Sustainable Development

- 1. Concentrate Development & Mix Uses
- 2. Advance Equity
- 3. Make Efficient Decisions
- 4. Protect Land & Ecosystems
- 5. Use Natural Resources Wisely
- 6. Expand Housing Opportunities
- 7. Provide Transportation Choice
- 8. Increase Job & Business Opportunities
- 9. Promote Clean Energy
- 10.Plan Regionally

# Community Development Strategy Pillars & Alignment with 10 Principles of Sustainable Development

#### Housing

Ayer's Housing Goals are consistent with the Commonwealth's Principles (#1 Concentrate Development & Mix Uses; #2 Advance Equity; #6 Expand Housing Opportunities; #7 Provide Transportation Choice).

Community & Economic Development (#1 Concentrate Development & Mix-Uses; #2 Advance Equity; #3 Make Efficient Decisions; #4 Protect Land & Ecosystems; #5 Use Natural Resources Wisely; #6 Expand Housing Choices; #7 Provide Transportation Choice; #8 Increase Job & Business Opportunities; #9 Promote Clean Energy; #10 Plan Regionally).

Open Space/Recreation/Natural & Historic Resources (#1 Concentrate Development & Mix Uses; #3 Make Efficient Decisions; #4 Protect Land & Ecosystems; #5 Use Natural Resources Wisely; #9 Promote Clean Energy; #10 Plan Regionally).

Community Facilities (#1 Concentrate Development & Mix Uses; #2 Advance Equity; #3 Make Efficient Decisions; #9 Promote Clean Energy, #10 Plan Regionally).

<u>Transportation/Infrastructure</u> (#1 Concentrate Development & Mix Uses; #2 Advance Equity; #7 Provide Transportation Choice; Increase Job & Business Opportunities; #9 Promote Clean Energy; #10 Plan Regionally).

# Town of Ayer

#### Department of Planning & Development

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



#### **MEMORANDUM**

TO:

Board of Selectmen, Robert Pontbriand

FROM:

Alan S. Manoian, Director Ayer OCED

Alicia Hersey, Program Manager

DATE:

February 12, 2018

RE:

BOS Certification of FY18 CDBG grant application

The office of Community and Economic Development is requesting by signature of the chair the following certifications for the CDBG FY 18 grant application:

- Grant Application Cover Sheet
- CEO Certification
- Anti-Displacement and Relocation Assistance Certification
- Program Income Certification Form
- Designation of Environmental Certifying Officer

Request the Board of Selectmen approve by signature of the Chairman the FY18 CDBG Grant Certification Documents.

#### DEPARTMENT OF PUBLIC WORKS

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



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

#### **MEMORANDUM**

Date:

February 14, 2018

To:

Board of Selectmen

From:

Mark Wetzel, P.E. Superintendent of Public Works

Subject:

February 20 Meeting Agenda Items

 Letter of Support – East Main Street Reconstruction. We are meeting with the MPO on February 21 to discuss the schedule for the East Main Street Reconstruction Project on the MassDOT Transportation Improvement Project (TIP). Attaches is a Letter of Support for the project for signature by the Board.

- 2. Inflow and Infiltration Investigation Phase 2 B Attached is the Professional Services Agreement for the Phase 2B Inflow and Infiltration Sewer Investigations. This work involves the TV inspections, wet weather flow metering and manhole inspections for Groton School Road, Devenscrest, Pearl Street/ Jackson Street, and Central Ave/ Sandy Pond Road areas, approximately 45,000 feet of sewer. Funding for this phase of I/I investigation was approves at last year's Annual Town Meeting. Agreement is for execution by the Chairman.
- 3. For Discussion Recommended modification to Water Rules and Regulations. I recommend a change to the Water Rules and Regulations Section 7B Abatements to change the authority to review and grant abatements of water and sewer bills to the Superintendent of Public Works, with the Board of Water Commissioners reviewing and voting on appeals to the Superintendent's decision. This will make the process more efficient while still providing the Board with final oversight is needed.

## Item 1



February 16, 2018

Mr. Glenn Eaton, Executive Director Montachusett Regional Planning Commission 1427R Water Street Fitchburg, MA 001420

Reference: Ayer – Rehabilitation of East Main Street (Route 2A)

MassDOT Project # 607902

Dear Mr. Eaton:

The Town of Ayer would like to take this opportunity to thank the Montachusett Regional Planning Commission for its continued support in addressing our Transportation Infrastructure needs. The Town was pleased to hear that the Rehabilitation of East Main Street was programed for inclusion on the 2022 State Transportation Improvement Program (STIP). This was certainly good news for the Town of Ayer, our local businesses, residents and commuters from around the entire region.

The purpose of this letter is to respectfully request that MRPC consider advancing the East Main Street project to the 2019 STIP element.

The Town of Ayer has been advancing the design of this project expeditiously. To date the we have completed the preliminary (25%) design and MassDOT has concluded the Design Public Hearing process. We are currently progressing the final design and are on schedule to submit 75% design plans on or before March 30, 2018. Other key components of the project are also proceeding without delay. The East Main street project will not impact wetland resource areas. As such, the project will not require the filing of a Notice of Intent with the Ayer Conservation Commission, but rather a Request for Determination of Applicability (RDA). Likewise, the project may require very minor temporary construction easements, however we do not anticipate that any permanent land acquisitions or easements will be required. The Town anticipates the project will be ready for advertising by the end of this calendar year.

As the Town proceeds toward final design, certain elements of the project such as the RDA and Right-of-Way certificate will become very time sensitive. With the project design complete and required permits and certificates in place, the Town is concerned that should the project remain on the 2022 TIP, extensions or refiling may be required.

The East Main Street project will provide important transportation infrastructure upgrades that will have a positive local and regional impact. The Town would also like to emphasize the overwhelming public support the proposed project has received. In order to provide these

Mr. Glenn Eaton, Executive Director February 16, 2018 Page 2

improvements and to meet present and future traffic demands, we again respectfully request that you consider moving the East Main Street project from the 2022 TIP to the 2019 TIP element.

The Town of Ayer is very appreciative of your consideration of this request. If we can be of further assistance or should you require additional information please contact me directly, or our director of public works, Mark Wetzel at 978-772-8240.

Sincerely,

Board of Selectmen

Christopher Hillman

Chairman

# Item 2



The Client intends to perform Infiltration/Inflow (I/I) Analysis - Phase 2B ["Project"].

Client engages ARCADIS to provide professional engineering services in support of its Project ["Services"].

The location of the Project is \_\_\_\_\_\_ Town of Ayer \_\_\_ ["Site"], \_\_\_\_\_ Massachusetts \_\_ ["State"].

ARCADIS's Services for the Project are described generally as follows: Phase 1B I/I analysis for the Town's sewer system.

In consideration of the mutual promises herein, Client and ARCADIS agree that the terms and conditions of this Agreement are the following:

#### 1 BASIC SERVICES

- 1.1 Scope. ARCADIS shall provide the Basic Services described in Schedule A. ARCADIS's obligations under this Agreement are solely for the benefit of Client and no other party is intended to benefit or have rights hereunder.
- 1.2 Standard of Care. ARCADIS shall perform the Services under this Agreement at the level customary for competent and prudent engineers performing such services at the time and place where the Services are provided ["Standard of Care"]. These Services will be provided by licensed engineers and other professionals and individuals skilled in other technical disciplines, as appropriate.
- 1.3 Instruments of Service. ARCADIS is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all instruments of its Services including designs, drawings, specifications, reports ["Service Instruments"] and other services provided under this Agreement.
- 1.4 Indemnification. ARCADIS agrees to indemnify and hold Client harmless from all losses and damages resulting from ARCADIS's failure to meet the Standard of Care.
- 1.5 Subcontractors. Any subcontractors and outside associates or consultants to be engaged by ARCADIS under this Agreement arc limited to those identified in Schedules A and B, or as Client specifically approves during the performance of this Agreement.

#### 2 ADDITIONAL SERVICES

2.1 Scope. ARCADIS will provide the Additional Services described in Schedule B when authorized in writing by Client.

#### 3 SECTION 3 -- CLIENT'S RESPONSIBILITIES

Unless stated otherwise in Section 8, Client shall do the following in a timely manner:

- 3.1 Client's Representative. Designate a representative having authority to give instructions, receive information, define Client's policies, and make decisions with respect to the Services.
- 3.2 Services Criteria. Provide all criteria and information as to Client's requirements for the Services, including objectives, concepts, constraints, and performance requirements, and any budgetary limitations.
- 3.3 Data. Give ARCADIS all available information, including previous reports and any other data in the possession of Client relative to the Services. These data may include (1) data prepared by others, including borings, subsurface explorations, hydrographic surveys, and laboratory tests and inspections of samples, materials and equipment, (2) appropriate professional interpretations of such data, (3) environmental assessments and impact statements, (4) property, boundary, easement, right-of-way, topographic and utility surveys, (5) property descriptions, zoning, deed and other land use restrictions, and (6) other necessary special data or consultations. ARCADIS may rely on the accuracy and completeness of the supplied data.

December 2014 Ph. 2B I-I Agrocment-Feb 2018

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Town of Ayer, Massachusetts and ARCADIS U.S., Inc.

Project Number: 26082005.0000

- 3.4 Access. Arrange for ARCADIS to enter upon public and private property as necessary.
- 3.5 Review. Examine the Service Instruments and obtain the advice of attorneys, insurance counselors or other consultants as Client thinks appropriate. Render written decisions concerning the Service Instruments within a reasonable time. Client expressly acknowledges and agrees that the Services provided do not and shall not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) the practice of law or other legal services, nor any form of insurance advisory services.
- 3.6 Expert Advice. Provide legal, accounting, insurance or other necessary advisory services for the Services. Client expressly acknowledges and agrees that the Services provided do not and shall not include the practice of law or other legal services, nor any form of professional accounting or insurance advisory services.
- 3.7 Permits. Furnish approvals and permits from governmental authorities or other entities having jurisdiction over the Services and approvals from others as may be necessary for the timely completion of the Services.
- 3.8 Services Developments. Give prompt written notice to ARCADIS whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of ARCADIS's services.

#### 4 PERIODS OF SERVICE

- 4.1 Time of Performance. Sections 4 and 5 anticipate the orderly and continuous progress of the Services. The time of performance contemplated is the period which should reasonably be required for the completion of the Services.
- 4.2 Delays. If Schedule A specifies periods of time for performance of services or specific dates by which services are to be completed and if such periods or dates are exceeded through no fault of ARCADIS, the compensation specified under Section 5 shall be subject to equitable adjustment.
- 4.3 Start of Performance. ARCADIS will start the Basic Services upon authorization by Client. Unless otherwise stated in this Agreement, signing of this Agreement by both Client and Pirnie will constitute such authorization. If Client elects to authorize ARCADIS to proceed before signing this Agreement, ARCADIS shall be paid as if the services had been performed after both parties signed the Agreement.
- 4.4 Completion of Performance. For the purposes of final payment under Section 5, completion of ARCADIS's services will occur upon delivery of the final report as specified in Schedule A or B, as appropriate.
- 4.5 Force Majeure. If a force, event, or circumstance beyond ARCADIS's control interrupts or delays ARCADIS's performance, the time of performance of the Basic or Additional Services shall be equitably adjusted.

#### 5 COMPENSATION

- 5.1 Basic Services. Client shall pay ARCADIS the Amount stated in invoices issued in accordance with Schedule C [Pricing Schedule] for actual work performed and Reimbursable Expenses incurred during the period covered by the invoice. Invoices are due and payable within 30 days after receipt by Client. Client's payments shall be in the form and shall be sent to the ARCADIS address as described in the invoices.
- 5.2 Additional Services. Client shall pay ARCADIS for Additional Services actually performed pursuant to Client's authorization and invoiced in accordance with the Pricing Schedule.
- 5.3 Litigation Services. If Client requires ARCADIS' services either as a witness in, or support of, litigation or other dispute resolution procedures between Client and a third party, ARCADIS will provide such services in accordance with a Pricing Schedule for litigation services. In addition Client will promptly reimburse ARCADIS for its reasonable fees and expenses (including without limitation attorney's fees and other legal costs incurred by ARCADIS in response to a subpoena, or request for the production of documents, for any appearance at a deposition, trial or other legal proceeding) provided ARCADIS is not a named party to such legal proceeding.

#### 5.4 Delay or Termination.

Between Town of Ayer, Massachusetts and ARCADIS U.S., Inc. Project Number: 26082005.0000

- 5.4.1 If Client delays the performance of, or payment for, services under this Agreement for more than 3 months for a reason(s) other than ARCADIS's fault, ARCADIS may suspend performance until it receives payment in full for services rendered and expenses incurred to the date of suspension.
- 5.4.2 If Client terminates this Agreement prior to completion of the Basic Services, ARCADIS shall be paid in full for services rendered and expenses incurred to the date of termination, including reasonable demobilization and termination expenses.
- 5.5 **Disputed Amounts.** Notwithstanding the provisions of Section 7, if Client disputes an item(s) or amount(s) contained in an invoice, Client agrees to pay the balance of the undisputed invoiced amounts to ARCADIS in accordance with Schedule C.
- 5.6 Collection. Any reasonable attorneys' fees or other reasonable costs incurred by ARCADIS in collection of delinquent amounts shall be paid by Client.

#### 6 OPINIONS OF CONSTRUCTION COST

- 6.1 Construction Cost. If the Service Instruments includes an estimate of the cost of constructing a facility [Construction Cost], that cost includes the total cost to Client of those portions of the Project described in the Service Instruments. Construction Cost will not include ARCADIS's compensation and expenses, the cost of land, rights of way, or compensation for properties. Construction Cost will also not include Client's legal, accounting, or insurance counseling services, or interest and financing charges incurred in connection with the Project, or the cost of services to be provided by others under paragraph 3.6 unless otherwise specified in Schedule A.
- 6.2 Opinions of Cost. ARCADIS's opinion of probable Construction Cost is made on the basis of ARCADIS's experience and qualifications and represents ARCADIS's judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. ARCADIS does not guarantee that proposals, bids or actual Project cost will not vary from ARCADIS's opinions of probable Construction Cost.

#### 7 GENERAL CONSIDERATIONS

- 7.1 Changes. By written notice at any time, Client may change the Basic Services, provided such changes are within the general scope of the services contemplated by this Agreement. In such event, an equitable adjustment both in the compensation for and time of performance of the Agreement shall be made in writing prior to ARCADIS's performing the changed services.
- 7.2 Confidentiality. ARCADIS will hold secret and confidential all information designated by Client as confidential [Confidential Information]. ARCADIS will not reveal Confidential Information to a third party unless:
- 7.2.1 Client consents in writing;
- 7.2.2 the information is or becomes part of the public domain;
- 7.2.3 ARCADIS lawfully possessed the information before receipt from Client;
- 7.2.4 applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or
- 7.2.5 failure to disclose the information would pose an imminent and substantial threat to human health or the environment.
- 7.3 Professional Service. The Service Instruments furnished under this Agreement are the tangible results of ARCADIS's professional services for the Services and ARCADIS shall have the right to use or reuse and retain the copyright of the Service Instruments for its purposes and at its sole risk, without liability to Client
- 7.3.1 Reuse. ARCADIS does not represent the Service Instruments to be suitable for reuse by Client or others for extensions of the Services or on any other project. Any reuse without written verification or adaptation by ARCADIS for the specific purpose intended is at Client's sole risk, without liability to ARCADIS. Any such verification or adaptation will entitle ARCADIS to compensation at rates to be agreed on by Client and ARCADIS.
- 7.3.2 CADD. ARCADIS may provide information related to the Service Instruments in computer-assisted design and drafting format [CADD] to Client. CADD is derived in part from computer software for which ARCADIS is licensed. These licenses are not transferable. Any unlicensed reuse of CADD may subject the user to liabilities to the software licensor.
- 7.3.3 Electronic Media. Either party to this Agreement may rely on the data or information set forth on paper (also known as "hard copies") that the party receives from the sending party by mail, hand delivery, or facsimile as items the sending party intended to send. Data or information send in electronic media format by one party to the other party are furnished only for the convenience of the receiving party and shall not be relied upon by the receiving party. If there is a discrepancy between the data received in electronic media format and the hard copies, the hard copies govern. Any conclusion or information obtained or derived from the data in electronic media format shall be at the user's sole risk. When transferring documents in electronic media format, the sending party makes no representations as to the long term compatibility, usability, or readability of such documents resulting from the use of software, application packages, operating systems or computer hardware differing from those used by the document's creator.

Between Town of Ayer, Massachusetts and ARCADIS U.S., Inc. Project Number: 26082005.0000

- 7.4 Insurance, ARCADIS will maintain insurance against the following risks during the term of the Agreement:
- 7.4.1 workers compensation in statutory amounts and employer's liability for ARCADIS's employees' Services-related injuries or disease;
- 7.4.2 general liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from ARCADIS's performance under this Agreement; and
- 7.4.3 Professional liability in the amount of \$1,000,000 for legal obligations arising out of ARCADIS's failure to meet the Standard of Care.
- 7.5 Interpretation. This Agreement shall be interpreted in accordance with the laws of the State.
- 7.6 Successors. This Agreement is binding on the successors and assigns of Client and ARCADIS. The Agreement may not be assigned in whole or in part to any third parties without the written consent of both Client and ARCADIS.
- 7.7 Independent Contractor. ARCADIS represents that it is an independent contractor and is not an employee of Client.
- 7.8 Disputes. If any dispute arises out of or relates to this Agreement, or the breach thereof, then in the first instance, representatives of both parties shall endeavor in good faith to negotiate a settlement of the dispute. If such dispute cannot be settled through direct discussions by such representatives of the parties, then higher level representatives of both parties shall endeavor in good faith to negotiate a settlement of such dispute. If such dispute cannot be settled through direct discussion by such higher level representatives of the parties, then the parties agree to submit the matter to mediation before having recourse to a judicial forum. No written or oral representation made during the course of any settlement negotiations or mediation shall be deemed a party admission.
- 7.9 Notices. Written notices may be delivered in person or by certified mail, by facsimile, or by courier. Such notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party at the address given on the cover page of this Agreement. An address may only be changed by written notice.
- 7.10 Applicable Law. ARCADIS and Client shall comply with all applicable federal, state and local laws, regulations or orders issued under such laws probibiting any form of kickback, bribery or corrupt practices as defined in the Anti-Kickback Act of 1986, the Foreign Corrupt Practices Act and all other applicable federal, state, local laws, regulations or orders issued under such laws regarding kickbacks, bribery or corrupt practices. If applicable to this Agreement, ARCADIS will comply with the requirements of:
- 7.10.1 the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended,
- 7.10,2 Utilization of Small and Disadvantaged Business Concerns (Public Law 95-507), and
- 7.10.3 all other federal, state and local laws and regulations or orders issued under such laws.
- 7.11 Entire Agreement. This Agreement, including any schedules, attachments and referenced documents, is the entire agreement between Client and the ARCADIS. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by Client and ARCADIS.
- 7.12 Waivers and Severability. A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.
- 7.13 Effective Date. Unless stated otherwise in Schedule A, this Agreement is effective on the date shown on the cover page.
- 8 SPECIAL PROVISIONS, EXHIBITS and SCHEDULES
- 8.1 Special Provisions. This Agreement is subject to the following special provisions: None
- 8.2 Schedules. The following Schedules are attached to and made a part of this Agreement:
- 8.2.1 Schedule A "Scope of Basic Engineering Services and Related Matters"
- 8.2.2 Schedule B "Additional or Optional Engineering Services"
- 8.2.3 Schedule C "Pricing Schedule"

#### STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

Page 5 of 10

Water/Wastewater Study Phase Services

Water Waste Water	Billey I mac	Detateca

Between Town of Ayer, Massachusetts and ARCADIS U.S., Inc.

Project Number: 26082005.0000

Execution Authority. This Agreement is a valid and authorized undertaking of Client and ARCADIS. The representatives of Client and ARCADIS who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

CLIENT	ARCADIS U.S., INC.
Date	Date February 2, 2018
Ву	By Acatt Haynes
Title	Title <u>Principal Engineer</u>
	Where applicable to the jurisdiction:  Engineer License or Certificate No. 37798  State of Massachusetts
Witness	Witness any and
Address for Giving Notices:	Address for Giving Notices:  ARCADIS U.S., Inc.  44 South Broadway, 15 <sup>th</sup> Floor  White Plains, New York, 10601  Attn: Legal Department

Between Town of Ayer, Massachusetts and ARCADIS U.S., Inc.

Project Number: 26082005,0000

## Schedule A Scope of Basic Engineering Services and Related Matters

A.1 The scope of basic services consists of the following Scope of Services:

#### Scope of Work

This proposal outlines Phase 2B of the Town of Ayer I/I Analysis Program and consists of three (3) related engineering tasks:

- 1. Cleaning and closed circuit television (CCTV) inspection and condition assessment for up to 45,000 LF of sanitary sewer pipelines.
- 2. Manhole inspections and condition assessments for up to 590 manholes.
- 3. Sewer system condition assessment and rehabilitation recommendations and "I/I Analysis" Letter Report.

The specific work to be done under each of these tasks is discussed below.

#### Task 1 - Cleaning and CCTV Inspection and Condition Assessment

Arcadis and its subcontractors will conduct cleaning and closed circuit television (CCTV) inspection and condition assessment for up to 45,000 liner feet (LF) of sanitary sewer pipelines within Sub-areas 5, 6, 9, and 10. Arcadis' engineering staff will review all CCTV videos and logs and assess the structural and operating condition of all sewer pipelines. Infiltration and inflow (I/I) will be estimated and rehabilitation recommendations will be made and summarized as part of Task 3.

The CCTV inspection work will be accomplished with a combination jet vacuum truck and mobile television studio truck with two operators. All observations, pipe defects and I/I sources will be recorded in an electronic database with digital pictures and digital movie clips for each line segment. One digital video file on DVD or portable hard drive will be provided at the conclusion of the inspection work. Two hard copies of the reports will also be provided. The Access database containing the video inspection data will be compatible and readable with a pipe inspection software.

- The Town of Ayer will provide for the following, as necessary: Access and rights of way to all openings. It is assumed that all manholes will be located and accessible
- A nearby water supply (fire hydrants)
- Location for disposal of sewer cleaning debris and sediment
- · Police Details for traffic control

Deliverables for the CCTV inspections will include an inspection database in Pipeline Assessment and Certification Program (PACP) format and inspection video files in .mpg forma

#### Task 2 - Manhole Inspection and Condition Assessment

Extensive internal manhole inspections will be performed at all manholes in Sub-areas 2, 3, 5, 6, and 9 (up to 590 manholes). These Sub-areas were recommended for manhole inspections in previous studies conducted by the Town of Ayer, and the Phases 1A and 1B flow metering data supports this recommendation. The manhole inspections will utilize the Town's standard Manhole Inspection Form (linked to the Town's GIS) and will document the following information:

- · Manhole identification by number;
- Manhole cover type, number of holes in cover, whether cover is subject to ponding;

Between Town of Ayer, Massachusetts and ARCADIS U.S., Inc.

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- Condition of manhole frame and number of manhole grade adjustments;
- Cracks or breaks in the walls, shelf, or invert;
- Infiltration, at any place, estimated in gallons per minute (GPM);
- Integrity of joints between barrel sections;
- Construction materials and condition;
- Manhole depth;
- High water mark;
- Groundwater level at manhole, if monitored;
- Condition of the corbel
- Condition of steps; and
- · Digital photographs of each manhole.

The influent and effluent sewer lines connected to the manhole will also be inspected by lamping during internal manhole inspections. The following information will be recorded:

- Length, size and type of pipe;
- Offsets or misalignment of any part;
- Protruding taps;
- Root intrusion;
- Visible infiltration/inflow sources estimated in gallons per minute (GPM);
- Type and depth of debris in pipe;
- Sluggish flow or wastewater backing up into manhole
- · Condition of pipe or corrosion; and
- Digital photographs of each influent and effluent sewer.

The influent and effluent sewer lines connected to the manhole will be observed to document the relative direction of the sewer lines during surface manhole inspections. Pipe sizes and flow characteristics will be noted when possible. Arcadis engineering staff will review all manhole inspection field information, assess the structural and operating condition of the manholes, and develop rehabilitation recommendations. All assessments and recommendations will be incorporated into the deliverable under Task 3.

Task 3 – Condition Assessment Summary, Rehabilitation Recommendations and Construction Cost Estimate
Arcadis will analyze the manhole inspection and CCTV investigation data collected in Tasks 1 and 2 to isolate and identify sources of I/I in the system. All information will be collected, analyzed and rehabilitation recommendations will be summarized in a letter report. The condition assessment deliverable will include:

- A listing of all sources of I/I identified during the CCTV and manhole inspections;
- Recommendations for rehabilitating or replacing each deficient component of the sewer system contributing
  excessive I/I and a schedule for implementing the recommended rehabilitation/replacement measures, including
  engineering design and construction.

Manhole inspection field data will be evaluated and summarized. Individual log sheets of each manhole inspected will be prepared. The summaries of the manhole inspection will include all observed infiltration contributed to the sanitary sewer system, all defects and other abnormalities, and potential extraneous flow sources. Sewer line configurations will be verified and edits to the Town of Ayer's GIS will be summarized and submitted as part of the letter report.

All recommended rehabilitation items, including pipeline and manhole rehabilitation recommendations, will include an opinion of probable construction costs.

Between Town of Ayer, Massachusetts and ARCADIS U.S., Inc.

Project Number: 26082005,0000

#### Schedule

Manhole and CCTV inspections will be conducted in the Spring of 2018 to capture the spring high groundwater period and maximize the likelihood of identifying I/I. We propose to begin work on this project upon receipt of a signed contract. Barring unforeseen delays, we anticipate completion of all tasks and deliverables within nine (9) months of starting work.

Between Town of Ayer, Massachusetts and ARCADIS U.S., Inc.

Project Number: 26082005.0000

# Schedule B Additional or Optional Engineering Services

#### B.1 Scope of Additional or Optional Engineering Services

a. In the event that Additional or Optional Engineering Services are identified and required under this Agreement at a later time, Client will provide ARCADIS written authorization to perform such Services

Between	Town of Ayer, Massachusetts	and ARCADIS U.S., Inc.	Pre

Project Number: 26082005.0000

#### Schedule C Pricing Schedule

C.1 The Pricing Schedule consists of this page only.

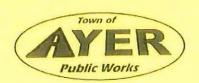
#### C.2 Terms of Payment

C.2.1 **Lump Sum.** For Basic Services under Section 1 and Schedule A, Client shall pay ARCADIS a Lump Sum of \$230,000, generally broken down as follows:

Task	Task Descriptions	Fee
1	Cleaning and CCTV Investigations and Condition Assessment	\$127,800
2	Manhole Inspections and Condition Assessment	
2	Condition Assessment Summary, Rehabilitation Recommendations	\$25,500
ر ا	and Construction Cost Estimate	
	Total:	\$230,000

C.3 Invoices. ARCADIS will submit invoices to Client for each month during which services were performed. Invoices may include carrying charges at 1.5% per month for delinquent payments outstanding over 30 days and applicable sales or value-added taxes.

# Item 3



- 6. If a meter malfunctions or fails to register, the customer shall be charged at the average consumption as shown by the meter when in order. The owner of such property shall schedule an appointment for repair/replacement immediately.
- 7. The Town will periodically read the inside meter to verify the accuracy of the remote recorder. In the case of a discrepancy between the two readings, the inside meter reading will be considered accurate and the customer will be billed accordingly.

#### B. Abatements

1. Requests for abatements of water bills or any portion thereof must be filed with the Department of Public Works office.

2. The Board of Water Commissioners, at a posted public meeting, will review abatement requests and make a decision based on the content of these Rules and Regulations.

3. The Town is not responsible for leaks or breaks on the customer's premises. No abatements will be given to owner's of rented or business properties for excessive bills due to leakage or breaks.

#### SECTION 8 - TERMINATION OF WATER SERVICE

- A. The Town shall have the right to shut off water for the following reasons:
  - 1. Making unauthorized alterations or repairs to Town water meters, water services, mains, valves or hydrants.
  - 2. Disregard of the Water System Rules and Regulations of the Town of Ayer.
  - 3. Neglecting to make payments of charges for water service or other charges or fees related to the water service.
  - 4. Misrepresentation in application as to the premises or fixtures to be supplied, or the use of the water supply.
  - 5. Use of water for any purpose not described in the Application for Water Service.
  - Tampering with any service pipe, meter, curb stop, seal, or shut off valve related to the Town water system.
  - 7. Failure to maintain, in good order, connections, service lines, or fixtures for which the customer or property owner is responsible.
  - 8. Vacancy of the premises.
  - 9. Refusal of access to premises to inspect, read, maintain, or remove meters.
  - 10. Waste of water or refusal to conserve water during periods of restricted supply in accordance with the Town Water Use Restriction Bylaw.
  - 11. Any cross connection which would introduce water or any liquid other than that supplied by the Town.
- B. The Town assumes no responsibility for damage resulting from shutting off water for the above reasons.

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



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

#### **MEMORANDUM**

DATE: February 16, 2018

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand

Town Administrator

SUBJECT: Town Administrator's Report for the February 20, 2018 Board of Selectmen Meeting

Dear Honorable Selectmen,

I am pleased to transmit to you the following Town Administrator's Report for the February 20, 2018 Board of Selectmen meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

#### Administrative Update:

• I will provide a brief Administrative Update at the meeting regarding the various activities, initiatives, and projects of the Administration since the last BOS meeting on February 6, 2018.

#### Approval of the March 19, 2018 Special Town Meeting Warrant:

Attached is the March 19, 2018 Special Town Meeting Warrant for review and approval by the Board of Selectmen. Both articles were approved by the Planning Board on February 15, 2018. Upon approval by the Board of Selectmen, this Warrant will be posted on the Town's website; at the various designated public locations across Town; and will be sent to print on Friday, February 23, 2018 for the purposes of being mailed to each household prior to the Special Town Meeting. (See Attached)

#### Reserve Fund Transfer (RFT) - Town Counsel Legal Services:

• Attached is a Reserve Fund Transfer for Town Counsel Legal Services in the amount of \$50,000.00. The FY 2018 Town Counsel Budget was for \$120,000. There is currently only \$10,233.14 remaining in the budget. The primary unforeseen legal matters that have depleted this budget are the lawsuit of Worthen Dale v. Town of Ayer; legal relocation costs regarding the Advocates Building; legal costs associated with the Ayer Solar II Project; and legal costs associated with the preparation of the Zoning Bylaw Update and Special Town Meeting.

• It is anticipated that the Town will need approximately \$8,000 a month for legal services to cover the January 2018 thru June 30, 2018 legal bills (6 months x \$8,000 = \$48,000 + \$2,000 contingency = \$50,000). (See Attached)

#### FY 2019 Budget Update:

• I will provide a brief FY 2019 Budget Update to the BOS at the meeting and answer any questions that the BOS may have regarding the FY 2019 Budget.

Thank you.

Attachment(s).

### Town of Ayer







Ayer Shirley Regional High School Auditorium 141 Washington Street, Ayer, MA 01432 March 19, 2018 @ 7:00 p.m.

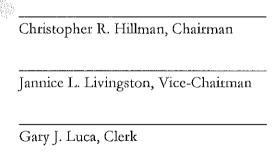
Commonwealth of Massachusetts Middlesex, ss.

#### **GREETINGS:**

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of the Town of Ayer qualified to vote in Town Elections and Affairs to meet at the Auditorium in the Ayer Shirley Regional High School located at 141 Washington Street, Ayer, Massachusetts on Monday, the Nineteenth (19<sup>th</sup>) day of March, 2018, at seven o'clock in the evening (7:00 p.m.) then and there to act on the following articles:

Hereof fail not and make due return of this warrant with your doings thereof to the Town Clerk before the date appointed for said meeting.

Given under our hands this 20th day of February AD 2018.



#### AYER BOARD OF SELECTMEN

Any persons needing disability related assistance (such as signing, etc.) at the town meeting please contact the Selectmen's Office at 978-772-8220 before March 16, 2018. We shall make every reasonable effort to assist you. Large print version of the text of this warrant is available upon request.

#### ARTICLE 1. PROPOSED REVISED AYER ZONING BY-LAW

To see if the Town will vote to amend the Ayer Zoning Bylaw, by replacing the text of the zoning bylaw in its entirety with the new text as found in the document labeled "Proposed Ayer Zoning Bylaw" dated February 15, 2018, as available for review on the Town Website, and as on file in the Offices of the Town Clerk and the Planning Board, and further to amend the Zoning Map as on file in the Offices of the Town Clerk and the Planning Board, and to authorize the Town Clerk, in consultation with the Town Administrator, to assign appropriate numbering for this Bylaw so that it may be in compliance with the numbering format of the Town bylaws, or take any action thereon or in relation thereto.

Sponsor: Ayer Planning Board Ayer Board of Selectmen: Two-Thirds Majority Vote Required

Explanatory Note: This article seeks to replace the existing Ayer Zoning Bylaw dated October 6, 2006 and as reorganized in 2009, with a completely new Zoning Bylaw dated February 15, 2018. The proposed Zoning Bylaw is comprehensively updated and reorganized, and includes the establishment of a new district, the Mixed-Use Transition District on Central Avenue, the purpose of which is to encourage revitalization of that corridor. It also changes the name "Heavy Industrial District" to "Industrial District" and designates the Planning Board as special permit granting authority in the Aquifer Protection Overlay District and for several uses requiring Site Plan review. The proposed Zoning Bylaw clarifies the requirements and streamlines the permitting process for Open Space Residential Development, Multi-family developments and Affordable Housing. Additionally, revisions have been made to Section 9.5.5 (Size of signs), Section 5.2 (Table of use regulations) and Section 6.2 (Table of dimensional requirements), though these changes do not affect lot area, frontage, setback or use requirements for land uses presently listed in the existing Ayer Zoning Bylaw. Other than for the Mixed Use Transitional District, no zoning district boundary changes are being proposed. District boundaries for the Mixed-Use Transition District and all other districts are shown on the proposed Zoning Map. For more information go to www.ayer.ma.us Presentation to be made at Town Meeting.

# ARTICLE 2. PROPOSED AYER SOLAR ENERGY SYSTEMS OVERLAY DISTRICT BYLAW

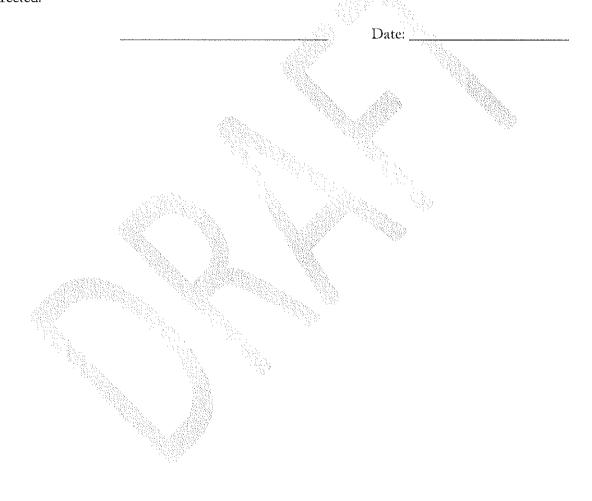
To see if the Town will vote to adopt the new Zoning Bylaw Section 8.5 entitled "Solar Energy Systems Overlay District Zoning Bylaw", as available for review on the Town Website, and as on file in the Offices of the Town Clerk and the Planning Board, said bylaw regulating the installation, siting and approval of solar energy systems within the various zoning districts of the Town, or take any action thereon or in relation thereto.

Sponsor: Ayer Planning Board Ayer Board of Selectmen: Two-Thirds Majority Vote Required

Explanatory Note: This Bylaw will regulate the placement of both ground-mounted and roof-mounted Solar Energy Systems within the Town of Ayer. These systems are classified as either small, medium or large-scale depending on their size and the amount of electricity they generate. Depending on their scale and the zoning district in which they are located, these systems will either be allowed by right through a building permit, require site plan review, require special permit review or are prohibited in certain districts. For more information go to www.ayer.ma.us Presentation to be made at Town Meeting.

A True Copy Attest:		Date:
1,	Susan E. Copeland	
	Town Clerk, Tax Collector and Treas	Rutet

As directed in the foregoing warrant, I have this day posted three attested copies in three public places, one of which was the Town Hall at least fourteen days before said meeting, all as herein directed.



#### **RESERVE FUND TRANSFER REQUEST**

Section I	(Comple	ted by Electe	ed Official or Department Head)
		-	
This request for a trai Chapter 40, Section 6		e Reserve Fund i	is being made in accordance with M.G.L.,
1. Amount requested	:t	\$50,000.00	
2. To be transferred t A. Account B. Account	t Name	Town Counsel 01151-53090	
3. Present balance in	budget	\$10,233.14	
4. The amount reque Legal Servi		used for (please a	attach supporting information):
,		unforeseen for t sts due to various	the following reason(s): s legal matters
			Menta. Pettal Town Administrator
Date 2/15/2018	3	El€	lected Official or Department Head
Section II			electmen or Appointing Authority when Section I Elected Official
Transfer Approved:	,	YES NO	0
Amount Approved:	Š	· (	COPY
Date of Meeting:			Number Present/Voting
			Chairman
Section III	Action by	Finance Com	nmittee
Transfer Approved:	Υ	'ES NO	

Number Present/Voting

Chairman

Amount Approved:

Date of Meeting:

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



Broadcast and Recorded by APAC

#### <u>Tuesday February 6, 2018</u> Open Session Meeting Minutes

**Present:** 

81 1 1 1 3

Christopher R. Hillman, Chair; Jannice L. Livingston, Vice - Chair; Gary J. Luca, Clerk (Via

Telephone Remote Participation)

Robert A. Pontbriand, Town Administrator

Carly M. Antonellis, Assistant to the Town Administrator

<u>Call to Order:</u> C. Hillman called the meeting to order at 6:05 PM. C. Hillman announced that all votes would be taken by Roll Call because Selectman Luca would be participating remotely.

Executive Session pursuant to G.L. c. 30A, sec. 21(a): A motion was made by J. Livingston and seconded by G. Luca to enter into Executive Session pursuant to G.L. c. 30A, sec. 21 (a) Exemption #3 (Litigation Strategy) to discuss 66 Westford Road and to reconvene in Open Session at 7:00 PM. J. Livingston further stated that to discuss these matters in Open Session would be detrimental to the Town's negotiating strategy. By Roll Call: C. Hillman, aye; J. Livingston, aye; G. Luca, aye. Motion passed by Roll Call Vote 3-0.

Reconvene in Open Session: The BOS reconvened in Open Session at 7:02 PM.

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

#### Review and Approve Agenda:

<u>Motion:</u> A motion was made by G. Luca and seconded by J. Livingston to approve the agenda. <u>By Roll</u> Call: C. Hillman, aye; J. Livingston, aye; G. Luca, aye. <u>Motion passed by Roll Call Vote 3-0.</u>

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

• 2018-01-30

Payroll Warrant

18-15

\$312.550.74

<u>Moment of Silence in Memory of Dispatcher Victoria Roche:</u> The BOS observed a Moment of Silence in honor and memory of Ms. Victoria Roche, a Town of Ayer Dispatcher employed since 1984, who passed away unexpectedly.

**Public Input:** Ms. Mary Spinner, 8 Myrick Street asked about the status of the Town Hall Windows Project. R. Pontbriand will ask Facilities Director Chuck Shultz to contact Mass Historic about proceeding with the project and/or the possibility of getting a waiver.

Mr. David McCoy, 187 Old Groton Road addressed the BOS about the training flights that happen over his house. He stated that the court system told him that this is a state and local issue and that he is working with Rep. Sheila Harrington on addressing it. Mr. McCoy would like the BOS to assist him in advocating

that the training flights be stopped over Ayer. BOS members had several questions and asked Mr. McCoy to submit additional information.

Mr. Irving Rockwood, Sandy Pond School Association: R. Pontbriand explained that Mr. Rockwood was unable to make the BOS meeting, but that he has requested, on behalf of the Sandy Pond School Association, a letter of support from the BOS to the Community Preservation Committee for funding. The funding is to stabilize and preserve the 1792 building.

<u>Motion:</u> A motion was made by G. Luca and seconded by J. Livingston to approve the letter of support as drafted in the packet. <u>By Roll Call:</u> C. Hillman, aye; J. Livingston, aye; G. Luca, aye. <u>Motion passed by Roll Call Vote 3-0.</u>

Mr. Alan Manoian, Director of Community and Economic Development and Ms. Alicia Hersey, Program Manager: A. Manoian and A. Hersey were in attendance to request that the BOS approve a letter of support for the FY18 CDBG Grant application.

<u>Motion</u>: A motion was made by G. Luca and seconded by J. Livingston to approve the letter of support as drafted in the packet and to proceed with the FY' 18 CDBG grant application. <u>By Roll Call</u>: C. Hillman, aye; J. Livingston, aye; G. Luca, aye. <u>Motion passed by Roll Call Vote 3-0.</u>

**Town Administrator's Report:** Administrative Update – R. Pontbriand briefed the BOS on the status of the Zoning Bylaw update and other administrative matters. He stated that he will be seeking a Reserve Fund Transfer for the Town Counsel account.

FY'19 Budget Update – R. Pontbriand stated that the FY'19 budget will be clearer once the health insurance rates are received and both school districts submit their assessment requests.

Reappointment of the Animal Control Officer – R. Pontbriand is recommending that the BOS reappoint Ms. Julie Thomas as the Town's Animal Control Officer for a one-year term to expire on December 31, 2018.

<u>Motion</u>: A motion was made by G. Luca and seconded by J. Livingston to reappoint Ms. Julie Thomas as the Ayer Animal Control Officer with a term to expire on December 31, 2018. <u>By Roll Call</u>: C. Hillman, aye; J. Livingston, aye; G. Luca, aye. <u>Motion passed by Roll Call Vote 3-0.</u>

PILOT Agreement Citizens Energy – R. Pontbriand presented a DRAFT of the PILOT agreement between the Town of Ayer and Citizens Energy for the solar field to be developed on the Town's capped landfill. R. Pontbriand is requesting that the BOS approve the document pursuant to technical modifications to be made by Town Counsel.

Mr. Ken Diskin asked about calculations contained within the document. R. Pontbriand will connect with Assessor Tom Hogan to make sure that the numbers in question were accurate, which Mr. Pontbriand believed they were.

<u>Motion:</u> A motion was made by J. Livingston and seconded by G. Luca to approve the PILOT agreement between the Town of Ayer and Citizens Energy pending technical modifications made by Town Counsel. **By Roll Call:** C. Hillman, aye; J. Livingston, aye; G. Luca, aye. <u>Motion passed by Roll Call Vote 3-0.</u>

New Business/Selectmen's Questions: None

**Approval of Meeting Minutes:** 

<u>Motion:</u> A motion was made by J. Livingston and seconded by C. Hillman to approve the meeting minutes from January 23, 2018. <u>By Roll Call:</u> C. Hillman, aye; J. Livingston, aye; G. Luca, aye. <u>Motion passed by Roll Call Vote 3-0.</u>

<u>Superintendent Mark Wetzel, Department of Public Works:</u> M. Wetzel updated the BOS about upcoming proposed changes by the Massachusetts Department of Environmental Protection regarding the levels of PFAS in the drinking water. M. Wetzel stated that he has been evaluating different treatment options since being notified by DEP. He will continue to keep the Board updated as more information is released by DEP.

Senator Jamie Eldridge: State Senator Jamie Eldridge was in attendance to speak with the BOS about his legislative and budget priorities. The BOS also discussed the following items with Senator Eldridge: the DEP water issue, previously discussed by Supt. Wetzel; working with the MBTA to construct a handicap accessible platform; rising health insurance costs; revising the Chapter 70 distribution formula; increasing the Chapter 90 disbursements; the Nasoya odor issue; cleaning up of the Ayer Rotary; the condition of the Ayer court house and state lottery sales.

Mr. McCoy also spoke to Senator Eldridge about his concern with the flight sessions over his home.

M. Wetzel thanked Senator Eldridge for state funding programs such as the Complete Streets program, the Small Bridge program and the Green Communities program, all of which Ayer has benefitted from.

J. Livingston thanked Senator Eldridge for coming and reminded him that the Town of Ayer is forward thinking and has great employees.

#### Adjournment:

<u>Motion:</u> A motion was made by J. Livingston and seconded by G. Hillman to adjourn at 9:30 PM. <u>By Roll Call:</u> C. Hillman, aye; J. Livingston, aye; G. Luca, aye. <u>Motion passed by Roll Call Vote 3-0.</u>

Date Minutes Approved by BOS:

Minutes Recorded and Submitted by Carly M. Antonellis

Signature Indicating Approval: