

# Meeting Agenda - Minutes Worksheet

Team Name: Upton Affordable Housing Trust  
 Meeting Purpose: General Business Meeting  
 Chairman: Amanda Graham  
 Date, Time, Location: Monday, 19 October 2015 // Upton Town Hall, Conference Room G07 // 6:00PM  
 Meeting Number: #7-2015.10  
 Members Present: Amanda Graham, Dick Desjardins, Ken Picard, Richard Whitehouse  
 Minutes Status: **Approved**

Agenda Item / Topic	Presenter	Discussion / Conclusion	Action / Responsibility
Call Meeting to Order / Review the Agenda	Chairman	The meetings was called to order at 6:00pm  The agenda was reviewed and approved.	Informational
Approval of Previous Meeting Minutes	Chairman	A motion was made to approve the minutes of meeting #6-2015.09 as submitted. The motion was seconded. The motion was voted, the motion passed 3 – 0. Dick Desjardins abstained from the vote.	Ken will submit approved meeting minutes to the Town Clerk.
Proposed Hartford Ave North, Residential Development	Ken	Ken provided an update status on a proposed residential development located on the located on the top of Hartford Ave North. The developer is open to including an affordable component within the project. Including an affordable component will increase to number of units that need to be built. The developer also asked if the Town had any funding to assist with the affordable cost offset.	Informational
Draft Proposal of an Inclusionary Housing Zoning Bylaw Special Permit	Ken	Ken provided to the Trustees a first draft or concept special permit zoning bylaw that would allow an affordable housing development by special permit. This concept plan is not as aggressive as a 40B special permit and would provide the town with more say in the development. The intent of the proposal at this time is to get a special permit that the trustees and developers are comfortable with and then ask the Planning Board for their input and endorsement.  <a href="#">Note the attached exhibit.</a>	Information
Available Town Owned Land	Dick	Dick provided a listing and a few plot plans of land that the town owns. The intent is to review the parcels of land and recommend to the Board of Selectmen to donate the suitable parcels of land for affordable housing. If the Board agrees, the Trustees would generate a Request For Proposal.  <a href="#">Note the attached exhibit.</a>	Informational

Shared Housing Services	Trish Settles of CMRPC	<p>Trish provided the Trustees a sample RFP for Housing Consultant Services. The sample is a RFP that the following Towns used: Hudson, Bolton, Boxborough, Littleton, and Stow.</p> <p>Hudson is the lead town of the group and provides the office area and administration of the contract. Trish is recommending that the Trustees review the provided document and determine if sharing regional services would work for Upton.</p> <p>Note the attached exhibit.</p>	Informational
Other Topics Not Reasonably Anticipated	Chairman	None	Informational
Next Meeting Look Ahead <ul style="list-style-type: none"> <li>• Location</li> <li>• Date &amp; Time</li> <li>• Topics</li> </ul>	Chairman	Upton Town Hall, Conference Room G07 Monday, 16 November 2015 at 6:00PM T/B/D	Amanda will generate an agenda.  Amanda will post a meeting notice with the Town Clerk.  Ken will reserve the conference room.
Adjourn the Meeting	Chairman	The meeting was adjourned at 7:00pm	Informational

# Town of Hudson



## **Request for Proposals for MAGIC Regional Housing Consultant Services**

**Due Date: June 18, 2013  
Due Time: 1:00 PM EST**

***Town of Hudson  
78 Main Street, Hudson MA 01749***



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## LEGAL NOTICE

### **Towns of Hudson (lead), Bolton, Boxborough, Littleton & Stow Request for Proposals – Housing Consultant**

The Town of Hudson (lead), Community Development Department is seeking qualified contractors/consultants to provide regional housing consultant services for the Towns of Hudson (lead), Bolton, Boxborough, Littleton & Stow. A full bid package with specifications will be available Friday, May 17, 2013 at 10:00 AM in the Community Development Department, 78 Main Street, Hudson, MA 01749 or by email to Kerin Shea at [kshea@townofhudson.org](mailto:kshea@townofhudson.org). Questions/RFI's may be directed to [kshea@townofhudson.org](mailto:kshea@townofhudson.org). A Pre-Bid Conference will be held on Thursday May 30, 2013 at 10:30 AM at Hudson Town Hall, 3<sup>rd</sup> FL Conference Room, 78 Main St., Hudson, MA 01749. All bids are due to the Office of the Executive Assistant by Tuesday June 18, 2013 at 1:00 PM. At that time and place said bids shall be publicly opened. Any contract issued in response to a successful bid must be approved by the Hudson Board of Selectmen. As lead community, the Town of Hudson reserves the right to reject any or all bids, and reserves the right not to make an award on this contract if doing so is in the best interest of the participating Towns.



## Notice of Request for Proposals

- Description:** The Town of Hudson (lead), Chief Procurement Officer, invites Qualified Proposers to submit proposals to provide regional housing consultant services. The full scope of work is attached herein in Section IV.
- RFP Packages:** RFP Packages will be available beginning May 17, 2013 at 10:00 AM. Packages are available via email by contacting [kshea@townofhudson.org](mailto:kshea@townofhudson.org). Packages are also available for pick-up at the following address:
- Community Development Department  
78 Main Street  
Hudson, MA 01749**
- Due Date & Time:** Proposals are due by 1:00 PM EST on Tuesday June 18, 2013. The clock in the Executive Assistant's Office shall be the sole determining factor of time.
- Place:** RFP's are to be submitted to:
- Executive Assistant's Office  
Town Hall  
78 Main Street  
Hudson, MA 01749**
- Pre-Bid Conference:** A pre-bid conference will be held on Thursday May 30, 2013 at 10:30 AM in Conference Room B (3<sup>rd</sup> Floor) of Town Hall. The purpose of the conference is to assist prospective proposers in the interpretation of the RFP, and other technical and contractual matters. This conference is not mandatory, but *highly recommended*.
- Questions/RFI's:** If you have questions about this RFP or have a request for information or clarification, please contact Kerin Shea at [kshea@townofhudson.org](mailto:kshea@townofhudson.org). All questions and requests for clarification must be received *in writing* by 5:00 PM on Monday June 10, 2013. It is anticipated that a compilation of all questions and responses will be distributed via email to prospective proposers by 1:00 PM on Friday June 14, 2013.
- Contract Info:** Unless otherwise specified, the Town of Hudson Standard general Contract shall be used, a draft of which is enclosed herein. (See Section VIII.)
- Project Period:** The Town endeavors to expedite all contracts within a timely fashion. Typically a contract will be awarded within sixty (60) days of the proposal opening if not sooner, and services under the contract will commence on Immediately thereafter. Such services are expected to be completed within 360 days of the contract award. The Town, at its sole election, may renew this contract for two additional one-year terms.



## Section I: RFP Process Timeline

May 13, 2013	RFP legal notice appears in Goods & Services Bulletin.
May 16, 2013	RFP legal notice appears in the <i>Hudson Sun</i> .
May 17, 2013	RFP available at 10:00 AM
May 30, 2013	Pre-proposal conference at 10:30 AM.
June 10, 2013	Last day to submit questions or requests for clarification. All questions must be submitted in writing via email to <a href="mailto:kshea@townofhudson.org">kshea@townofhudson.org</a> by 5:00 PM.
June 14, 2013	Last Addendum issued
June 18, 2013	Proposal due date. Deadline for proposals is 1:00 PM EST. The clock in the Executive Assistant's Office shall be the sole determining factor of time.
June 19, 2013 – July 17, 2013	Selection Committee reviews proposals and selects most highly advantageous proposal; commences interview of proposer providing most advantageous proposal.
July 22, 2013	Notification of Award
End July/Early August (Exact date TBD)	Project kick-off meeting with Selection Committee.



## Section II: Proposal Checklist

Proposals must be submitted in a sealed envelope with the RFP Title and the Consultant's name and address clearly indicated on the envelopes. It is mandatory that price proposals and non-price proposals be submitted separately. Failure to submit separate proposals will result in rejection of the proposal. The Consultant shall not make any reference to the price proposal elsewhere in other documents submitted. An electronic copy of the non-price proposal must also be included in the envelope.

### ➤ Non-Price Proposal Envelope

- Exhibit A - Proposal Signature Page (provided)
- Non-Price Proposal
- Exhibits C – F - Certifications (provided)
- References
- Please submit one unbound original and **4** bound copies of the non-price proposal in a sealed envelope marked in the lower left corner with the words: "Town of Hudson – Regional Housing Consultant - Non-Price Proposal."
- One (1) electronic copy of the proposal on CD or USB memory stick

### ➤ Price Proposal Envelope

- Exhibit B - Price Proposal Page(s) (provided)
- Please submit one unbound original price proposal in a sealed envelope marked in the lower left corner with the words: "Town of Hudson – Regional Housing Consultant - Price Proposal."



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## Section III: General Information & Proposal Submission Requirements

This is a Request for Proposals (RFP) to provide regional housing consultant services to the Towns of Hudson (lead), Bolton, Boxborough, Littleton, & Stow.

***Please read this entire document before responding or submitting questions. Thank you for your interest and cooperation!***

Competitive sealed proposals for the services specified will be received by the Town of Hudson, at the specified location, until the time and date cited. Proposals must be in the actual possession of the Town on or prior to the exact time and date indicated above. **LATE PROPOSALS WILL NOT BE CONSIDERED.**

It is mandatory that price and non-price proposals be submitted in separate sealed envelopes.

### **Submission Requirements:**

- One unbound original Price Proposal in a sealed envelope marked in the lower left corner with the words: "Town of Hudson – Regional Housing Consultant – Price Proposal" as well as the Proposer's name. The Proposer shall ***not*** make any reference to said price proposal elsewhere in other documents submitted hereunder. The Chief Procurement Officer will open the Price Proposal after the interview process has been completed.
- One unbound original and **4** bound copies of the Non-Price Proposal in a sealed envelope or box marked in the lower left corner with the words: "Town of Hudson – Regional Housing Consultant - Non-Price Proposal" as well as the Proposer's name. Proposal must be complete submission as outlined in the Scope of Work.
- Proposals must include Exhibits A - F: the Proposal signature page, Price Proposal signature page, and all applicable Certifications as provided in this RFP.
- References as specified in the Scope of Work.
- Any exceptions taken to the conditions or specifications cited herein ***must*** be clearly stated on a separate page of the proposal.
- One (1) electronic copy of the ***non-price proposal only*** is also **required**, on a CD using a widely accessible software format.



**General Information:**

- Anyone who intends to submit a Proposal **must** contact the Town directly and specifically request a copy of this RFP, unless such company was sent a copy directly from the Town. The Town has responsibility for maintaining a control list of all potential Proposers.
- Failure to submit Price and Non-Price proposals in separate sealed envelopes will result in rejection of the proposal.
- Proposals must be submitted on the proposal-contract forms provided.
- This RFP is exempt from the requirements Massachusetts General Law, Chapter 30B, which requirements shall not apply.
- Material submitted in response to this RFP will not be considered confidential under the terms of the Massachusetts Public Records Law.
- The contract is expected to be awarded within sixty (60) days of this proposal opening (a sample contract is enclosed with the RFP). This RFP as well as the successful Proposer's response will become part of the contract;
- If any changes are made to this RFP, an addendum will be distributed to all Proposers who have received the RFP through the Town of Hudson;
- A Proposer may correct, modify, or withdraw a proposal by written notice if received by the Town prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_\_." Each modification must be numbered in sequence and must reference the original RFP. After the proposal opening, a Proposer may not change any provision of the proposal in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived or the Proposer will be allowed to correct them. If a mistake and the intended correct wording are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct meaning and the Proposer will be notified in writing; the Proposer may not withdraw the proposal. A Proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct wording is not similarly evident;
- Individuals are encouraged to submit proposals. Individuals who submit proposals will not be subject to requirements that are only applicable to businesses such as authorized signatory and financial stability certifications;
- Proposal prices must remain firm for ninety (90) days after the proposal opening;
- All proposals must be signed by appropriate, authorized individual or individuals, e.g. if the Proposer is a partnership, by the name of the partnership, with the signature of each general partner. If the Proposer is a corporation, it must be signed by the authorized officer whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed, or appropriate certificate of authorization.



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- Written addenda issued will be emailed or faxed to all parties that the Town of Hudson is aware have requested documents using the contact information provided to the Town. Absence of “failure” messages electronically transmitted from addressee’s site will serve as confirmation of delivery of addenda. Proposers should contact Kerin Shea via e-mail, phone, or fax if they believe an addendum has not been received.
- As lead community, The Town of Hudson reserves the right to cancel all or part of this solicitation. The issuance of this solicitation does not imply any commitment to purchase any product or services from any Proposer. As lead community, the Town of Hudson reserves the right to reject all proposals and waive informalities.
- A Selection Committee made up of Town of Hudson staff and a representative from each participating community will evaluate the proposals and recommend a Proposer for award by the Town of Hudson.
- Any contract issued in response to a successful proposal must be approved by the Town of Hudson Board of Selectmen. As lead community, the Town of Hudson reserves the right not to make an award on this contract if doing so is in the best interest of the participating Towns.



## Section IV: Project Overview, Scope of Work, & Deliverables

### **Introduction**

This RFP is a collaborative effort between the Towns of Hudson, Bolton, Boxborough, Littleton and Stow, with Hudson acting as the lead community. These communities, as with most communities in the Commonwealth, are interested and motivated to preserve their affordable housing stock as well as creating new affordable housing. Because this is a joint effort among multiple towns, the funding stream to support these activities comes from a variety of municipal sources and can not be guaranteed beyond the first year of activities. Nonetheless, it is anticipated that the resulting contract will allow for two additional one-year renewals to obtain, potentially, three years of contracted housing services from the selected consultant. The Town of Hudson does have available office space for the consultant but it is generally assumed that the consultant will work out of its own offices with its own equipment. Alternative arrangements can be negotiated upon the selection of the preferred consultant.

### **Project Period**

Term of contract is for one (1) year, with provisions for renewing two additional one-year terms, resulting potentially in three years of services. It is possible that after completion of the first year, some of the communities may chose not to continue, while others may continue to engage the consultant.

### **Project Objective**

The objective of this project is to jointly procure for affordable housing consulting services to monitor, retain, and create affordable housing in the five towns.

The purpose of this RFP is to select a service provider who can demonstrate the experience and capacity necessary to deliver the services described herein, and best meets the Minimum Evaluation Criteria described in Section VI. The service provider could be a private consulting firm, a non-profit organization, a public housing authority or other knowledgeable organization.

### **Budget**

The Town of Hudson will be the contracting municipality for the scope of services, with the other municipalities paying Hudson for their services.

There are two parts to this contract budget: Base Services and Local Support. Base-level of service, in year one, shall be determined by the consultant's hourly rate multiplied by the Monitoring Services and Regional Activity hours in the Core Services Chart below. Because year one start-up services include the gathering of significant amounts of data and the



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development of databases and other resources, the year-one base services contract shall exceed the anticipated level of work for the base contract in years two and three (if renewed).

Additional hours of service as needed by the individual municipalities for Local Support shall also be a part of this contract. The Local Support budget shall be based on the Consultant's hourly rate but shall be assigned a not-to-exceed dollar value by each municipality based on each town's anticipated level of need as outlined in the Local Support section of the Core Services Chart.

Each participating community will contract for some level of the services approximately as depicted in the chart on the following page:



**YEAR 1 SERVICES**

	SHI Units		Bolton		Boxborough		Hudson		Littleton		Stow	
	Methodology	Approx Hours per unit	#/year	Approx Hours per year	#/year	Approx Hours per year	#/year	Approx Hours per year	#/year	Approx Hours per year	#/year	Approx TOTAL Hours per year
<b>A. Monitoring</b>												
1. Create Monitoring Database & Plan	One per non-public project + owner	2	40	80	24	48	92	184	20	40	35	422
2. Ownership Units: Annual Monitoring	One per ownership unit	1	39	39	24	24	87	87	18	18	33	201
3. Rental Units: Tenant Compliance	One per unit, Town is Monitoring Agent	20	0	0	0	0	0	0	0	0	0	0
4. Rental Units: Compliance Report	One per non-public project	2	1	2	0	0	5	10	2	4	2	20
5. Resolve SHI Discrepancies	One for each discrepancy	4	1	4	0	0	0	0	0	0	0	4
6. Assessor Valuation	One per ownership unit	0.5	24	12	24	12	87	43.5	18	9	33	93
<b>B. Regional Activities</b>												
7. Administration	All participate equally Monthly advisory, status, Resident inquiries	1	12	12	12	12	12	12	12	12	12	60
8. Resident Support		3	1	3	1	3	1	3	1	3	1	15



YEAR 1 SERVICES – cont.	Methodology	Approx Hours per unit	Bolton		Boxborough		Hudson		Littleton		Stow		Approx TOTAL Hours per year
			#/year	Approx Hours per year	#/year	Approx Hours per year	#/year	Approx Hours per year	#/year	Approx Hours per year			
<b>C. Local Support</b>													
9. Project Consultation	Per Project	20	1	20	1	20	1	20	0	0	0	0	60
10. Program Development	Program guidelines, materials, implement	2	0	0	0	0	5	10	0	0	0	0	10
11. On-site Support	Per Meeting: staff, housing entities	3	12	36	12	36	18	54	12	36	12	36	198
12. Community Outreach and Planning	HPP, policy, education Ready	1	0	0	100	100	0	0	0	0	0	0	100
13. Locate Buyers/Renters	buyer/renter list	50	0	0	0	0	1	50	0	0	0	0	50
<b>Total</b>	Estimated Annual Hours	811		128	207	290	82	105	15.54	2.0	1.6	811	15.54
	Estimated hrs/week	16		2.5	4.0	5.5	1.6	2.0	1.6	2.0	1.6	15.54	15.54



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### **Project Logistics**

From a facilities perspective, Hudson will provide access to a central office, with a phone and internet connection. An address and phone number will be published for residents of the five towns to use, and the consultant will be responsible to respond to those inquiries. The consultant can assume that all meetings are at the individual municipality site, and that independent work can take place in a separate commercial or home office. Photocopying equipment, and paid postage is available to the Consultant through the Town of Hudson.

### **Fringe Benefits**

None. This is a consultant contracted position. The selected consultant shall not be deemed an employee of the Town of Hudson.

### **Consultant Expenses**

All expenses including reimbursable expenses shall be within the fixed fee amount. Unless otherwise noted elsewhere in this RFP, the Consultant will not be reimbursed for business expenses such as office supplies, meals, long distance communications or travel to and from work or meeting locations. The Towns shall not be responsible for handling, printing, binding and delivery fees. However, the consultant may be reimbursed for certain expenses and direct costs if those costs are clearly identified in the Consultant's Price Proposal, and approved in advance of expenditure, by the Town. All original receipts must be provided to the Town of Hudson for reimbursement.

### **Accountability**

The consultant will work under the supervision and direction of The Town of Hudson Community Development Director. However, the Community and Economic Development Assistant in Hudson will serve as the day-to-day liaison to the consultant throughout the project. All policy direction for this project will be provided by the multi-town Inter-Municipal Steering Committee which shall have one designee from each participating town.

### **Publicity, News Releases, and Sharing of Information**

The selected consultant shall keep confidential and shall not, without the approval of the Town of Hudson, release or disclose any information relating to the Project to anyone, except as necessary to perform its work hereunder.

The consultant shall not make any pronouncements or news releases pertaining to this solicitation for proposals, the award of a contract for this proposal, or about the ongoing project activities without prior approval from the Town of Hudson.



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### **Ownership and Confidentiality of Work Product**

All materials developed on behalf of the community under this contract are assumed to be subject to the public records laws of the Commonwealth and as such are entirely the property of the participating towns. Upon completion of this project the work product in its complete form should be transferred to each respective town. All records must be provided to the towns in their original electronic form as MS Word, Excel documents, or power point, and not write-protected via translation to Adobe.PDF documents. A hard printed copy of each record item must also be transferred at the end of the work period.



## Scope of Work and Deliverables

### **I. Project Context**

The Minuteman Advisory Group on Inter-local Coordination (MAGIC) is a sub-region of the Metropolitan Area Planning Council (MAPC), a regional planning agency serving the 101 cities and towns of Greater Boston. The thirteen MAGIC communities work collaboratively on issues of regional concern, such as transportation, the environment, energy, open space, affordable housing, economic and community development, and legislative issues. Several years ago, the Town of Sudbury initiated a process to consolidate housing services for nearly half of the MAGIC communities. Many of the remaining Towns, not previously served, are now working jointly to follow a similar process. Responders interested in understanding how Sudbury's program model worked, should please attend the Pre-Bid Conference to be held on May 30. In the event Responder cannot attend this meeting, please contact Beth Rust, RHSO in Sudbury, at [rustb@sudbury.ma.us](mailto:rustb@sudbury.ma.us) for more information.

The five participating towns are interested and motivated to preserve their affordable housing stock and to explore ways to create new affordable housing for a number of compelling reasons.

- Communities want to achieve the state 10% mandate for affordable housing. The Department of Housing and Community Development (DHCD) maintains a Subsidized Housing Inventory (SHI) of qualifying affordable units to track each community's inventory of affordable housing. Communities that have 10% of their year-round housing stock designated as affordable housing may deny comprehensive permit applications (40B).
- Communities want to expand the housing options for low and moderate income residents.
- Communities want to preserve public subsidies since all units of affordable housing are created with public subsidies (such as funds, zoning bonuses or public resources).

As with most municipalities, the task of managing the affordable housing inventory is not a specific assignment for municipal staff. Generally the Planning or Community Development Office is responsible for any municipal activity required, and often this is an adjunct part of the job responsibilities and often not in the job description at all. Due to the infrequency of the tasks, the complexity of the regulatory requirements and the many options available for local initiatives, maintaining the required technical skill for in-house staff is difficult. Communities often turn to independent private housing consultants for assistance on specific projects or on-going general support.



## **II. Goals and Objectives**

The purpose of this RFP is to jointly procure technical housing assistance for the participating MAGIC communities, and select a service provider who can demonstrate the experience and capacity necessary to deliver the services described below. The successful Consultant will be the one who best meets the Minimum Evaluation Criteria described in Section V. The service provider could be a private consulting firm, a non-profit organization, a public housing authority or other knowledgeable organization.

The Towns have the following goals and objectives for this service:

1. Existing restricted units are preserved by pro-active monitoring and the municipality becomes aware of any violations or pending affordable housing issues.
2. Residents are served by having easier access to affordable housing opportunities, and are aware of resources to assist them
3. The lines of communication are strengthened with the state subsidizing agencies for local projects.
4. Knowledgeable and technical expertise is available for consultation.
5. The Town has access to 'best practices' for their local initiatives.

The SHI-oriented snapshot of these seven communities is shown below. This shows the SHI as of May 2013, with pending projects below.

	<b>Bolton</b>	<b>Boxborough</b>	<b>Hudson</b>	<b>Littleton</b>	<b>Stow</b>
Public Housing Units	0	0	488	92	0
DDS units	0	0	25	33	4
Other Rental	28	0	130	148	110
Ownership	39	24	87	18	33
Total Current SHI Units	67	24	730	291	147
Current %SHI	3.7%	1.16%	9.17%	8.45%	5.88%
Pending Units	0	248	176	190	71
Total with Pending Units	67	272	906	481	218
Pending %SHI	3.7%	13.19%	11.38%	13.97%	8.72%



### **III. Scope of Services**

There are three main types of services sought as part of this RFP: Monitoring Services and Regional Activities (base contract) and Local Support (on an hourly basis as needed).

The delivery of Monitoring Services by the Consultant is the base core of the project. This will be supplied to each of the five communities, and should be estimated as an hourly rate multiplied by the number of units and type of development. Also part of the base is the Regional Activities which are comprised of the administrative work of the project, and services directly needed to respond by phone and in writing to resident inquiries.

The Local Support category of work provides value-added services to each municipality focusing on assisting specific projects and locally sponsored unit creation development, and retention. These services will vary from town to town as needed, almost on an a-la-carte basis, and should be estimated on an hourly basis per type of activity. While the level of delivery of these desired services will vary, the successful Consultant should be able to deliver this breadth of service.

It is contemplated that the base contract will include the Monitoring Services and a variable amount of local support, as needed by the municipalities.

#### **A. Monitoring Services (Base Contract)**

The Monitoring Services ensure and enforce compliance of existing affordable housing restrictions with the goal of preserving the affordable units.

As a background context, the different affordable housing programs generally require different monitoring responsibilities for municipalities. The DHCD LIP Program, used for both ownership and rental in 40B and Local Action Unit (LAU) developments, generally require annual certification by the municipality to DHCD that the units comply with stated requirements. The MassHousing NEF Housing Starts Program requires a third-party Monitoring Agent to perform these required certifications. The MassHousing program does not currently require annual certification for homeownership units, only for rental units. Rental units, in all programs, require annual tenant recertification using updated source documents. Tenants must remain income eligible to continue occupying an affordable unit. It is useful to understand that the state monitoring expectations are in the process of changing, placing a greater emphasis on compliance certification by the responsible parties. This may have the effect of requiring additional efforts by the municipalities than is currently being done.

Monitoring Services also includes identifying specific local requirements for local programs and restrictions.

This effort results in the development of the Annual Monitoring Plan with database and gathering of documentation. The Annual Monitoring Plan is developed based on the projects and units regulated in the municipality with activities specific to ownership units and rental units, with the objective to confirm that the development and/or owner is



compliant with the affordable housing restrictions. This inventory of documents and data, along with the Annual Monitoring Plan, is updated throughout the term of service as new projects are formed, new units are created, units are bought and sold, and refinancing is transacted.

There are many tasks and activities under the Monitoring Services umbrella:

**1. Create Central Repository, Database & Plan – Year 1 Only**

The first task is to create a repository of project legal documents for all projects. These documents include initial zoning decisions (Special Permit, Comprehensive Permit, other), Regulatory Agreements (both homeownership and rental), individual unit deeds for ownership units, and other information such as mortgages or liens, land disposition agreements, 40B Cost Certification Reports and other project specific information.

The legal framework of each project, generally found in the Regulatory Agreement and Owner Deeds, is reviewed by the Consultant and detailed conditions analyzed. The identification of the role and responsibility of the municipality is identified. The units managed by public agencies – the local housing authority or Department of Developmental Services generally do not require any supplemental monitoring or municipal oversight.

The information the Consultant must collect takes the form of individual files of the documents, a consolidated inventory of each development/project complete with project address/contact information, unit size mix, affordability levels, and DHCD SHI identifications.

Each project is reconciled to the DHCD SHI listing, and required updates are made to DHCD so that the municipalities have the benefit of all eligible units being ‘counted’ on the SHI. This might also include verifying the number of units for DDS/DMR units.

This effort results in the development of a central repository and an accurate listing on DHCD’s SHI.

**2. Annual Monitoring of Ownership Units:**

This annual monitoring task is to confirm that the owner of record is compliant. It is important to note that the form of affordable housing restriction can vary greatly depending on the date of recording and the regulatory program. Generally though, the restriction requires that the owner live in the unit as their primary residence and that they obtain approval for refinancing or transfer. This effort starts with the research at the appropriate Registry of Deeds to review any new information for the unit – such as refinancing (more common) or transfers (less common). Annually, the Consultant must send self-certification letters to each owner requiring return confirmation of the restrictions. This annual correspondence with the owners is a



useful opportunity for the municipality to reiterate the deed restriction requirements and to point owners to resources that can assist them to continue to maintain their property – both physically and financially.

Owners of affordable housing units must follow a prescribed process when refinancing or selling their unit. Owners and realtors initiate this process by contacting the municipality. The Consultant will field these calls and inquiries, and assist the municipality in reviewing all documents related to refinance. Review of appraisals prepared by a third party, and verification of procedures is an initial step with which the Consultant will assist. The initial inquiries may lead to refinancing approvals required by the municipality, or triggering the resale provisions. The Consultant will prepare any municipal correspondence required in this process. Such outcomes often result in the drafting of the refinancing approval for the municipality, or the letter of intent to exercise (or decline) the municipal right of first refusal. Loan subordination agreements may also need to be reviewed (typically initially prepared by owner's attorney).

In the case of ownership units where a rehabilitation loan was originally granted by the municipality, a similar process will be followed. Consultant will assist in reviewing refinancing requests, processing documents, preparing or reviewing mortgage discharges, or loan subordinations, and other related correspondence.

### **3. Rental Units Tenant Compliance, Town is Monitoring Agent**

For rental units, where the municipality bears the responsibility of being the Monitoring Agent, the annual monitoring task is to confirm that the project is compliant. The effort for rental projects is mostly for the LIP projects. For these developments, the municipality is required to review the rents charged, review the certification of the tenants, review that the units are maintained, to ensure that tenant selection practices comply with Fair Housing laws, and to certify all the above to DHCD.

### **4. Rental Units, Compliance Report, 3<sup>rd</sup> Party is Monitoring Agent**

For non-LIP projects, the level of this effort is more discretionary as the municipality generally has no identified responsibility. However, the municipality may wish to obtain a general certification from the project sponsor that they are in compliant with the requirements. For these projects, where the municipality is not the monitoring agent, the Consultant will endeavor to obtain copies of annual monitoring reports, produced by the legal monitoring agent, and review those reports to confirm the project is generally compliant.



**5. Resolve SHI Discrepancies**

It is expected through this extensive review that compliance violations would be identified. These may be the result of misunderstood program guidelines, Fair Housing violations, general neglect or lack of oversight. They are not necessarily due to intentional violation. This effort results in the development of a list of compliance violations, with a proposed course of action, as well as certifications of compliance.

**6. Value Ownership Units for Assessment Purposes**

This effort provides the Assessor's Office with annual valuations for the affordable units. As required by the Department of Revenue, property assessments must take into account deed restrictions in their valuation. This value-added service is facilitated greatly by the complete inventory and analysis of each deed restriction and its method of resale calculation.

This effort results in the delivery of a list to the Assessor's Office of the proposed valuation of each affordable unit for tax assessment purposes.

**B Regional Activities (Base Contract)**

**7. Administration**

The Inter-Municipal Steering Committee will meet on a regular basis to review the project progress and discuss any issues. The consultant will attend all inter-municipal steering committee meetings. At project start-up those activities may be more frequent. However, it is generally assumed that the steering committee will only need to meet on a bi-annual basis. The Consultant will be responsible for issuing a quarterly update report to all communities detailing services performed and updating activities underway in each community. Detailed billing, with tasks per municipality, and reporting is anticipated under this item.

**8. Resident Support**

The consultant will be the main point of contact for residents seeking affordable housing services in any of the participating Towns. The Consultant will respond to such inquiries via phone and written correspondence, on an ongoing basis throughout the project duration. The Town of Hudson will arrange for a telephone number and correspondence address to be publicized to direct citizens to the Consultant. The Consultant will then be responsible for fielding inquiries, and replying to public correspondence that is general nature pertaining to the core services.



### **C. Local Support (Hourly Contract)**

The other branch of requested services is grouped under the umbrella of Local Support, as the services are provided to individual municipalities on an as-needed, a-la-carte basis. The local support provides value-added responsibilities focusing on assisting specific projects and locally sponsored unit creation development, administration, and retention. It is contemplated that the municipalities are able to contract for different levels of local support, as needed, as part of the base contract.

#### **9. Project Consultation (*Assist with specific development projects and unit creation*)**

This service offering provides assistance for discreet site-specific projects typically initiated by a private developer as a friendly 40B and/or projects with which a municipality is collaborating with a private or not-for-profit developer. Projects could also be sponsored by the local municipality. Activities could include:

- Assisting Town Boards and developers evaluate parcels or Town-owned property and soliciting developer interest;
- Facilitating site and conceptual plan review, project concepts and designs;
- Preparing or reviewing project pro-forma budgets;
- Analyzing developer projects using locally adopted rules, State guidelines and regulation, best practices;
- Reviewing finalized plans with regard to the affordable component, including unit mix, disbursement, cost, governance, schedule, marketing;
- Interacting with DHCD and Subsidizing Agency;
- Providing comments on the Regulatory Agreement, and other local agreements as appropriate.
- Develop pro-forma deed restrictions for municipally sponsored projects
- Preparing Local Preference justification;

#### **10. Develop Municipal Housing Resident Assistance Programs (*Program Development, Materials, Implementation*)**

This service provides support in creating resident assistance programs such as down payment assistance, small housing rehabilitation grants or capital improvement programs, rental assistance programs, mortgage price buy-down programs or any other locally defined initiatives to assist new or existing residents. Activities include developing the program, guidelines including eligibility requirements, funding determination, development of application materials, and implementation assistance. Additional tasks could include:



- Preparing Local-preference justification;
- Offering specific training programs for residents such as first-time homebuyers courses, personal financial management classes, foreclosure avoidance classes, etc.

**11. On-site Support for Staff, Boards and Committees**

This service provides on-site support to local staff, Boards and Committees in the above services. Activities include attending meetings with presentation materials. The amount of meetings and on-site support will vary by community.

**12. Community Outreach and Planning**

This service provides support to local staff, Boards and Committees for planning and community outreach. Activities include preparing Housing Production Plans in accordance with DHCD requirements, supporting community outreach through housing forums and communication, and assisting with local policy initiatives.

**13. Locating Eligible Buyers and Renters**

This service provides the municipality and its properties access to ready renter and ready buyer lists for unit leasing and resale. Activities include determining options for hard to sell units, developing marketing plans per regulation and guidelines, performing outreach and marketing units, qualifying applicants and certifying eligibility, administering lotteries, and assisting applicants through occupancy. This activity requires specialized services and training and may be required to be contracted for separately.



## **IV. Deliverables**

The Consultant shall deliver the following items at the completion of the Year 1 contract and these items shall become property of the respective community.

### **Year 1**

- A central document repository and accurate listing on DHCD's SHI
- Annual Monitoring Plan
- Compliance list – certifications, violations (with course of action)
- Tax Assessment proposed valuations list
- Paper and electronic copies of any formal correspondence or program materials prepared under the monitoring program or local support services portion of the contract.

### **Years 2 & 3 (if renewed)**

- Updates to any of the above items
- Annual Monitoring Review
- Compliance violation list (if any)
- Tax Assessment proposed valuations list
- Paper and electronic copies of any formal correspondence or program materials prepared under the monitoring program or local support services portion of the contract.



*Town of Hudson  
78 Main Street  
Hudson, MA 01749*

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#### **IV. Appendix**

See following pages for SHI listings for each community to gain a better understanding of the types of housing projects in each community.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY**

**Bolton**

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency	
333	Bolton Woods	Main Street Route 117	Ownership	14	2042	No	DHCD	
4079	Bolton Senior Homes	Main Street	Rental	28	Perp	Yes	HUD	
4217	DDS Group Homes	Confidential	Rental	0	N/A	No	DDS	
6701	Bolton Manor	32 Sugar Road	Ownership	0	perp	Yes	FHLBB	
7670	Regency at Bolton	893 Main Street	Ownership	5	perp	YES	MassHousing FHLBB	
7671	Sunset Ridge	Wattaquabock Hill Road	Ownership	5	perp	YES	FHLBB	
8999	RiverSide	396 Still River Rd	Ownership	0	perp	NO	MassHousing	
<b>Bolton Totals</b>				<b>52</b>				
							<b>Census 2010 Year Round Housing Units</b>	<b>1,729</b>
							<b>Percent Subsidized</b>	<b>3.01%</b>

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY**

**Boxborough**

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
346	Boxborough Meadows	Loring Avenue & Joyce Lane	Ownership	12	2101	Yes	FHLBB
3701	Summerfields at Boxborough	Summer Road	Ownership	6	2102	Yes	FHLBB
4219	DDS Group Homes	Confidential	Rental	0	N/A	No	DDS
4896	Condo Exchange Program	176 Swanson Road	Ownership	1	08/29/2053	No	FHLBB
4897	Condo Exchange Program	146 Swanson Road	Ownership	1	08/26/2053	No	FHLBB
4898	Condo Exchange Program	232 Swanson Road	Ownership	1	01/12/2054	No	FHLBB
4899	Condo Exchange Program	318 Codman Hill Road	Ownership	1	05/30/2054	No	FHLBB
7647	Condo Exchange Program	58 Spencer Road	Ownership	1	11/12/2054	No	FHLBB
8955	Residences at Beaver Brook	off Mass Ave (Route 111)	Mix	0	perp	YES	MassHousing
9014	Codman Hill Road	294 Codman Hill Road	Ownership	1	Perp	NO	DHCD
<b>Boxborough Totals</b>				<b>24</b>	<b>Census 2010 Year Round Housing Units</b>	<b>2,062</b>	<b>1.16%</b>
					<b>Percent Subsidized</b>		

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

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY**

**Hudson**

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?		Subsidizing Agency
						Yes	No	
1451	Norman Oliver Village	4 Glen Road	Rental	92	Perp			HUD
1452	n/a	8 Irving St.	Rental	8	Perp	No	No	DHCD
1453	n/a	Brigham Circle	Rental	44	Perp	No	No	DHCD
1454	n/a	Brigham Circle	Rental	82	Perp	No	No	DHCD
1455	n/a	49 Washington St.	Rental	8	Perp	No	No	DHCD
1456	Fox Run	Old North Road	Ownership	7	Perp	Yes		DHCD
1458	Lincoln Street in Hudson	22 Lincoln St	Rental	20	2021	No	No	DHCD
1459	Littlebrook	100 Tower Street	Rental	96	perp	Yes		DHCD
1460	Machado House at Peter's	11 Lake St	Rental	96	perp	Yes		MassHousing
1461	Washington Street SRO	71 Washington St.	Rental	14	2020	No	No	DHCD
4322	DDS Group Homes	Confidential	Rental	9	N/A	No	No	DDS
4567	DMH Group Homes	Confidential	Rental	16	N/A	No	No	DMH
5693	Simrah Gardens	307 Central Street (Map 17, Parcel 1)	Rental	158	perp	Yes		FHLBB
5694	The Esplanade	Main Street	Ownership	35	perp	Yes		MassHousing
5695	Coolidge Green	Gerry Drive (off Central Street)	Ownership	8	perp	Yes		FHLBB
5907	Knotts Clearing	Tower Street	Ownership	8	perp	Yes		MassHousing
5909	Hudson HOR Program	Walnut Street	Ownership	1	04/2054	No	No	DHCD
5910	Hudson HOR Program	Harriman Road	Ownership	1	04/2054	No	No	DHCD
5911	Hudson HOR Program	Washington Street	Ownership	1	05/2047	No	No	DHCD

11/6/2012

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**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY**

**Hudson**

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
5912	Hudson HOR Program	Gates Avenue	Rental	1	06/2046	No	DHCD
5913	Hudson HOR Program	Cherry Street	Mix	2	06/2047	No	DHCD
5915	Hudson HOR Program	Priest Street	Ownership	1	06/2054	No	DHCD
5916	Hudson HOR Program	Apsley Street	Mix	3	07/2045	No	DHCD
5917	Hudson HOR Program	Main Street	Rental	2	07/2047	No	DHCD
5918	Hudson HOR Program	Eaton Drive	Ownership	1	08/2054	No	DHCD
5919	Hudson HOR Program	Murphy Road	Ownership	1	08/2054	No	DHCD
5920	Hudson HOR Program	Causeway Street	Ownership	1	09/2046	No	DHCD
5921	Hudson HOR Program	Lincoln Street	Mix	2	10/2013	No	DHCD
5922	Hudson HOR Program	Broad Street	Ownership	1	10/2045	No	DHCD
5923	Hudson HOR Program	Teresa Drive	Ownership	1	10/2053	No	DHCD
5924	Hudson HOR Program	Houghton Court	Ownership	1	2054	No	DHCD
5925	Hudson HOR Program	Forest Avenue	Ownership	1	11/2012	No	DHCD
5926	Hudson HOR Program	Eaton Drive	Ownership	1	11/2051	No	DHCD
5927	Hudson HOR Program	Fort Meadow Drive	Ownership	1	11/2051	No	DHCD
5928	Hudson HOR Program	Giasson Street	Ownership	1	11/2053	No	DHCD
5929	Hudson HOR Program	Stowe Court	Ownership	1	12/2044	No	DHCD
5930	Hudson HOR Program	Manning Street	Ownership	1	12/2051	No	DHCD
5931	Hudson HOR Program	Marlboro Street	Ownership	1	04/2013	No	DHCD

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY**

**Hudson**

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
5932	Hudson HOR Program	River Street	Ownership	1	07/2013	No	DHCD
9294	Habitat for Humanity	Old Bolton Rd	Ownership	1	Perp	YES	DHCD

**Hudson Totals**

730	Census 2010 Year Round Housing Units	7,962
Percent Subsidized		9.17%

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY**

**Littleton**

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
1619	Pine Tree Park	19 Shattuck St.	Rental	48	Perp	No	DHCD
1620	Patriot Circle	19 Shattuck St.	Rental	8	Perp	Yes	DHCD
1621	n/a	King Street	Rental	2	Perp	Yes	DHCD
1622	Patriot Circle	19 Shattuck St.	Rental	10	Perp	Yes	DHCD
1623	Littleton Green	423 King St	Rental	24	perp	Yes	RHS
						Yes	RHS
1624	Mill Pond Apartments	50 Mill Rd.	Rental	50	2024	Yes	HUD
1625	Minuteman Housing	500 Newtowne Rd. /Nashoba Rd	Rental	8	2022	No	HUD
1626	Pond Side at Littleton	147 King St.	Rental	90	perp	Yes	DHCD
						Yes	DHCD
4340	DDS Group Homes	Confidential	Rental	25	N/A	No	DDS
4573	DMH Group Homes	Confidential	Rental	8	N/A	No	DMH
6824	Charles Ridge	Off of Beaver Brook Road	Ownership	11	perp	Yes	DHCD
8891	Village on the Common	off Great Road	Ownership	0	perp	YES	DHCD
9348	Shelburne Village	White Street	Ownership	3	Perp	NO	DHCD
9349	Mannion Place	14 Mannion Place	Ownership	2	Perp	YES	DHCD
9370	Kimloch Farms	120 Goldsmith Street	Ownership	2	Perp	YES	MassHousing

**Littleton Totals**

Census 2010 Year Round Housing Units	3,443
Percent Subsidized	8.45%

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**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY**

**Stow**

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
3067	Pilot Grove Hill	West Acton Rd./11 Warren Rd	Rental	60	perp	Yes	DHCD
3068	Plantation Apartments	Great Rd./Johnston Way	Rental	50	2025	Yes	HUD
3069	Stow Farms	197 Great Road	Ownership	7	2034	Yes	DHCD
4471	DDS Group Homes	Confidential		4	N/A	No	DDS
6780	The Villages at Stow	Off of Great Road & Hudson Road	Ownership	22	Perp	Yes	MassHousing
8962	Arbor Glen	Off of Hudson Road	Ownership	4	perp	NO	DHCD
<b>Stow Totals</b>				<b>147</b>	<b>Census 2010 Year Round Housing Units</b>	<b>Percent Subsidized</b>	<b>2,500</b> <b>5.88%</b>



## Section V: Proposal Preparation, Evaluation & Selection

### **Proposals**

The consultant shall be required to submit separate hourly rates for the multiple work categories. A separate, mandatory price bid form is included elsewhere and shall be submitted in a signed, sealed envelope as part of the consultant's submission. Any expenses for which the consultant wishes to be reimbursed shall be clearly identified on a separate sheet included in the sealed price proposal envelope.

Proposals must be submitted on the forms provided, in accordance with all specified proposal submission requirements as specified in the Scope of Work.

### **Competency of Proposers**

Only those Consultants who submit all forms and materials as required will be considered responsive and responsible.

No proposal will be considered unless the CONSULTANT submitting the same shall furnish evidence satisfactory to the Town that he has the necessary equipment, ability, and financial resources to fulfill the conditions of the contract and specifications. Previous experience and responsibility of the CONSULTANT will be considered in awarding the contract. No contract will be awarded to any CONSULTANT who is in arrears to the Town upon debt or contract, or who is a defaulter as to surety or otherwise upon any obligation to the Town of Hudson.

### **Withdrawal of Proposal**

Permission will not be given to withdraw or modify any proposal after the RFP deadline.

### **Acceptance or Rejection of Proposal**

The Town reserves the right to accept proposals at any time within ninety (90) days after the same are received as provided. The CONSULTANT shall submit his proposal on the proposal-contract forms if so provided. The Town reserves the right to reject any or all proposals and waive informalities. Any proposal deemed incomplete will be rejected outright for non-responsiveness to the requirements of the RFP.

### **Prices Bid**

Prices bid for the various items shall be stated both in figures and words in the appropriate spaces shown on the proposal form, and all proposals will be considered informal which contain items not specified in said form.



### **Names of Proposers**

Each proposal must contain the full name and address of each person or company interested therein. In the case of a partnership, the name and address of each partner must be stated on the proposal form. The firm, corporate, or individual name must be signed by the CONSULTANT in the space provided for signature on the forms. In the case of a corporation, the title of the officer signing must be stated and the corporate seal must be affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "members of firm". Individuals use the term "doing business as \_\_\_\_\_," or "Sole Owner."

### **Selection Criteria**

The Town believes that the selection of the most highly advantageous offer for these services requires comparative judgment of factors in addition to cost.

The Selection Committee shall determine a composite rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable for each proposal reviewed. The Town reserves the right to conduct interviews and check references in order to better aid the Selection Committee in making its decision. After a composite rating has been determined for each proposal, the Chief Procurement Officer shall open and review the cost proposals and determine the most highly advantageous proposal, taking into consideration the ratings on all comparative evaluation criteria as well as cost.

### **Determination of Best Price**

The Chief Procurement Officer shall open the Fee Proposal after receiving the final ranking of the Selection Committee and make a final determination of which proposal is in the best interest of the Town. Price alone will not be the determining factor in the awarding of a contract. The Town shall consider both the rating given to the CONSULTANT by the Selection Committee and the Fee Proposal in making the award. The final contract is subject to negotiation by the Town.

The Town of Hudson expects to award the contract within sixty (60) days after the date established for receiving the proposals. All proposals shall remain valid and acceptable for ninety (90) days from the last proposal due date. This time may be extended by mutual consent of selected Consultant and the Town. Upon award, the engagement must commence within ten (10) days of receipt of a Notice of Award by the selected Consultant.

### **Proposing All or Any Items**

Consultants may propose on any or all items unless otherwise specified in the Scope of Work.



## **Exceptions**

Any exceptions taken to the conditions or specifications cited herein must be clearly stated on a separate page of the proposal.

## **Minimum Requirements**

At a minimum, Consultants must submit all materials requested in accordance with the exact specifications of this request for proposals. Consultants who meet these minimum criteria will have their proposals reviewed. Meeting minimum requirements does not mean that a Consultant will be selected for the project.

## **Preparation of Proposal**

1. The proposal shall detail the firm's or individuals' qualifications, experience and expertise. Proposal evaluation will include an examination of the Consultant's qualifications, experience, project action plan and expertise in conducting similar work.
  - a. Consultant shall provide a brief history of their firm, organization or relevant professional experience;
  - b. Consultant shall list the number of current personnel that it employs, if applicable
  - c. Consultant shall detail the firm's or their own experience with similar projects completed during the past three (3) or more years;
  - d. Consultant shall provide a list of specific qualifications the Consultant has in supplying the services listed in this proposal, including professional degrees, designations, affiliations, certifications and/or licenses;
  - e. Consultant shall submit the names and resumes and level of participation of staff particularly staff assigned as the lead coordinator to this engagement and their respective experience in these types of engagements if applicable;
  - f. Consultant shall provide a list of a minimum of three (3) references from current and/or former clients for projects of similar size and scope. List shall include current contact information including client contact name, agency, address and phone number.
  
2. The proposal must confirm the Consultant's understanding of the RFP. The narrative portion and the materials presented in response to this RFP must contain the following information:
  - a. A clear outline of the recommended approach to the project. Consultant shall provide a proposed plan for performing the overall work, including a timeline for major activities. Consultant shall provide a written schedule of deliverables, which should conform to the work items and timeline identified in the scope of work.



- b. Explain how the Consultant's administrative process will ensure that appropriate levels of attention are given and that the work is properly performed.
  - c. Consultant shall submit three (3) samples of its most relevant and recent work product.
  - d. Consultant shall affirm financial stability of Consultant's firm or organization, as applicable.
3. General proposal elements:
- a. All proposals must contain Exhibits A - F: the Proposal Signature page, Price Proposal Signature page, and all applicable Certifications provided.
  - b. Proposal must include check or proposal bond.
  - c. Any exceptions to this RFP stated on a separate page of the proposal.
  - d. The proposal document must be submitted with an original ink signature by the person authorized to sign the proposal.
  - e. Erasures, interlineations or other modifications in the proposal shall be initialed in original ink by the authorized person signing the offer.
  - f. Periods of time, stated as a number of days, shall be calendar days unless otherwise indicated.
  - g. It is the responsibility of all Consultants to examine the entire RFP packet and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an offer confers no right of withdrawal after due time and date.
  - h. Submit one (1) unbound original and 4 bound copies of the non-price proposal.
  - i. Submit one (1) copy of the price proposal in a signed, sealed envelope.
  - j. Consultants are also required to submit one (1) electronic copy of the non-price proposal on a CD, using a widely accessible software format.

### **Education and Qualifications**

The CONSULTANT is responsible for ensuring the timely completion of all project objectives. The ideal candidate should have the demonstrated knowledge and background in the field of affordable housing. The preferred candidate will have a master's or bachelor's degree in public administration, planning, community development, or a closely-related field, and a minimum of five years of relevant experience. The CONSULTANT should also be proficient using Microsoft Office software programs including spreadsheets, databases, and presentations. Candidate must demonstrate the ability to work with and collaborate with multiple entities.



**Consultant minimum qualifications:**

1. Consultants must be an individual or an organization that has experience with affordable housing subsidy programs.
2. Consultants should have experience working with municipalities and/or Housing Boards, and familiarity with Town government.
3. If the Consultant is an individual, he/she must propose a team with depth and expertise to complete the required tasks. Legal ability or access to a real estate attorney on the Consultant's team would be a plus.
4. Consultants must have demonstrated ability to be an effective communicator both orally and in writing and possess the capacity to deal tactfully with the public.

**RFP Evaluation**

Candidates who have met the minimum stated qualifications will be evaluated and ranked by the Selection Committee based on the criteria listed below. Proposals will be ranked on the following scale of maximum benefit to the Town: Highly Advantageous (HA – 3 points), Advantageous (A – 2 points), Not Advantageous (NA – 1 point), or Unacceptable (U – 0 points). Any proposal that receives an “Unacceptable” rating for any of the criteria sections may be rejected out right. Consultants should be responsive to the requested information set forth in the RFP. Consultants submitting proposals deemed to be non-responsive shall be given a ranking of “Unacceptable.”

In addition to the materials submitted within the proposal, the Selection Committee may ask for additional information or a clarification of any written responses.

The rankings done by the individual committee members for each proposal will be combined to determine an overall score for each Consultant. These scores will then be used to determine the initial ranking of the Consultants and to identify the top-ranking firms/individuals to be interviewed. Following interviews with finalists, the Selection Committee will conduct reference checks and then meet to discuss and agree upon final applicant rankings. Applicants will be interviewed during the selection process.

The proposal submitted should specifically address the following **evaluation criteria**:

1. **Past Experience** – Past experience is calculated by the extent and suitability of consultant's past work. Both the total number of projects and similarity of projects are relevant to this criterion. The amount of experience of the Consultant in both consulting with municipalities and experience with affordable housing projects in Massachusetts of similar size and scope will impact significantly on this evaluation factor.

**Highly Advantageous** – The Consultant has provided verifiable evidence of having successfully completed at least five (5) or more similar housing consulting projects



within the past ten (10) years or has worked in the field of affordable housing for five or more years.

**Advantageous** – The Consultant has provided verifiable evidence of having successfully completed at least two (2) to four (4) similar housing projects within the past ten (10) years, or has worked in the field of affordable housing for 2-5 years.

**Not Advantageous** – The Consultant has provided verifiable evidence of having successfully completed at least one (1) similar housing project within the past ten (10) years, or has worked in the field of affordable housing for 1-2 years.

**Unacceptable** – The Consultant has not provided verifiable evidence of having successfully completed any similar housing projects in the past ten (10) years, or has worked in the field of affordable housing for less than 1 year.

**2. Quality of Work** – The quality of work will be determined by examples provided.

**Highly Advantageous** – Proposal includes five (5) or more examples of successful comparable projects. Work is exemplary and examples are impressive. Projects were delivered on time and on budget.

**Advantageous** – Proposal includes two (2) to four (4) examples of successful comparable projects. Work is relevant and examples are good. Projects were delivered with desired outcomes.

**Not Advantageous** – Proposal includes one (1) example of a successful comparable project or includes one or more examples of projects that are not of similar size or scope, or prove to be less than successful.

**Unacceptable** – Proposal includes no comparable projects, or all projects cited prove to be less than successful.

**3. Capacity** - Capacity will be measured by the depth and relevancy of team members and/or sub-contractors. This criterion will consider who is on your project team and the skills those individuals will contribute to the project. Also judged will be the size of the firm relative to its present work-load. Key personnel should be immediately available to begin the project, as well as be available throughout the project process.

**Highly Advantageous** – Résumés demonstrate exceptional qualifications of key staff within field(s) of affordable housing or similar field. Key personnel are immediately available to begin the project and are available throughout the project.



**Advantageous** – Résumés demonstrate moderate qualifications of key staff within field(s) affordable housing or similar field. Key personnel are available to begin the project soon and may be available throughout the project.

**Not Advantageous** – Résumés demonstrate very minimal qualifications of key staff within field(s) of affordable housing or similar field. Key personnel are not available any time soon to begin the project and may not be available throughout the project.

**Unacceptable** – Résumés demonstrate key staff has no experience within field(s) of affordable housing or similar field. Key personnel are not available.

4. **Project Approach** - The project approach will be determined by the quality and depth of the proposal, and technical approach to the Scope of Work. The proposal should make appropriate reference to all items under the Scope of Work and Submission Requirements.

**Highly Advantageous** – Proposal is viewed as an excellent response and describes in depth how all tasks will be accomplished. Consultant’s responses to tasks are clear, thorough, and timely. Innovative techniques and planning processes are presented.

**Advantageous** – Proposal is viewed as an adequate response and describes with some particularity how all tasks will be accomplished. Consultant’s responses provide minimal explanation for planning processes to meet standards requested.

**Not Advantageous** – Proposal is viewed as a minimal response and describes generally how tasks will be accomplished. Proposal does not contain clear processes or timetables for completion of tasks.

**Unacceptable** – Proposal is inadequate and addresses less than all tasks.

5. **Readiness to Proceed:** Readiness will be evaluated as follows:

**Acceptable** - Able to begin upon execution of contract (within two weeks of Notice to Proceed) and complete entire scope within the projected time frame.

**Unacceptable** - Unable to begin within 60 days of Notice to Proceed, or unable to complete entire scope of project.



*Town of Hudson  
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---

6. **References:** The CONSULTANT will provide at least three references. References will be evaluated as follows:

*Acceptable*

*Unacceptable*

7. **Interview:** Interviews will likely be conducted with final candidates and evaluated as follows:

*Acceptable*

*Unacceptable*



## Section VI: Terms and Conditions

### Definitions

The terms "PROPOSER", "RESPONDENT" or "CONSULTANT" shall mean the corporation, partnership, or individual proposing or under contract to furnish the material, labor, and/or equipment listed in the Specifications or Scope of Work. The term "Town" shall mean the Town of Hudson, Massachusetts.

### Check or Proposal Bond

N/A

### Forfeiture of Check or Proposal Bond

N/A

### Contract Bond

N/A

### Payment Bond

N/A

### Workmen's Compensation

The CONSULTANT shall comply with the State Law, known as Workmen's Compensation Act, and shall pay into the State Insurance Fund necessary premiums required by the Act to cover all employees working under the control of the Consultant and shall relieve the Town of Hudson from any costs due to accidents or other liabilities mentioned in said Act. He shall also furnish at the time of delivery of the contract, and at such other times as may be requested, the official certificate of receipt showing that the payments herein before referred to, have been made.

### Insurance

At a minimum the following five insurance requirements must be met by all outside consultants:



- A. All consultants working for the Town of Hudson shall provide a Certificate of Insurance indicating coverage for Worker's Compensation, in accordance with state regulation. The certificate shall name the Town as an additional insured.
- B. ALL consultants engaged in contracts in excess of \$10,000 shall provide the Town with a Certificate of Liability Insurance for a minimum of One Million Dollars (\$1,000,000), naming the Town of Hudson as additional insured.
- C. Consultants engaged in work valued between \$5,000 and \$10,000 shall provide the Town with a Certificate of Liability Insurance for a minimum of \$500,000 naming the Town of Hudson as additional insured.
- D. Consultants engaged in projects valued at less than \$5,000 shall carry an appropriate amount of liability coverage, which shall be determined by the department head procuring the service.
- E. Copies of the Worker's Compensation Certificates and the Liability Insurance Policies must be presented by the successful Consultant before any contract is issued.
- F. Other insurance requirements if applicable: \_\_\_\_\_

#### **Payment for Services Rendered**

The payment schedule for this project will be on a reimbursement basis according to a deliverables schedule consistent with the price proposal and negotiated at the time a contract is signed. The price proposal should include the proposed payment schedule based on the project deliverables. Final payment will not be made until all deliverables have been received and approved by the Town. In no event shall payment be made in advance of the services provided.

Invoices will be due and payable within 30 days following that in which deliveries are made, provided that all terms of the contract have been fulfilled to the full and complete satisfaction of the Town of Hudson. Payments may be made on a basis of estimated partial completion of work or delivery.

#### **Liability & Indemnification**

The CONSULTANT shall defend, indemnify, and save harmless the Town of Hudson and its officers and agents from all claims, demands, payments, suits, actions, recoveries and judgments of every description, whether or not well founded in law, brought or recovered against it, by reason of any act or omission of said CONSULTANT, his agents or employees, in the execution of the contract or in consequence of insufficient protection, or for the use of any patented invention by said CONSULTANT and a sum sufficient to cover aforesaid claims may be retained by the Town from moneys due or to become due to the CONSULTANT under this contract, until such claims shall have been discharged or satisfactorily secured.



### **Royalties and License Fees**

The CONSULTANT shall pay all royalties and license fees. The CONSULTANT herein agrees to assume and save the Town of Hudson, its officers and agents harmless from liability of any kind or nature whatsoever, arising out of the use by the Town, its officers and agents of any appliance, apparatus or mechanism, which may be furnished or installed by the CONSULTANT under the terms of this contract including patent or copyright infringement, and to defend the Town from any and all such liabilities whether or not such claims are well founded in law.

### **Duration of Contract**

The duration of the contract shall be for the period stated on the proposal-contract form, and shall include all material, equipment, and/or services ordered or delivered during the period.

### **Taxes**

All prices quoted shall be for a definite fixed price unless otherwise specified in the Scope of Work, which price shall exclude Federal, State and other taxes to the extent that municipalities are exempt.

### **Assignment of Contract**

The CONSULTANT who is awarded a contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or his right, title or interest in or to the same, or any part thereof, without previous consent in writing from the Town of Hudson Board of Selectmen, endorsed on or attached to the contract.

### **Purchases**

After a contract is signed it shall only become operative upon the delivery to the CONSULTANT of any order signed by the Town of Hudson Board of Selectmen and certified as to available funds by the Executive Assistant and the Director of Finance, and the Town of Hudson shall only be obligated under the contract to the extent of such orders. The Town shall not be liable for any claims in the event that the total quantity of the material ordered under this contract should prove to be greater or less than the amount herein estimated.

### **Certificate of Non-Collusion**

The CONSULTANT must certify that no official or employee of the Town of Hudson has any pecuniary interest in this proposal or in the contract which the consultant offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of M.G.L. Chapter 43 Section 27, and that this proposal is made in good faith



*Town of Hudson  
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---

without fraud or collusion or connection with any other person submitting a proposal. A Certificate of Non-Collusion (Exhibit C) must be signed and included.

#### **Attestation Clause**

Effective July 1, 1983, the Massachusetts Department of Revenue instituted the Revenue Enforcement and Protection Program. This program requires that all cities and towns obtain from a contractor/provider of goods, services or real estate space, an attestation stating that all the laws of the Commonwealth relating to taxes are being complied with by the provider. This attestation must be signed prior to the extending or issuing of a contract. Therefore, in order to facilitate the process of this program, the Town of Hudson requires that this clause be signed and included as part of the contract proposal package. The awarding of a proposal will be contingent upon the signed affidavit (Exhibit D).

#### **Certificate of Authority**

Each proposal must be signed by an individual authorized to submit said proposal, and a Certificate of Authority (Exhibit E) must be submitted for each proposal submitted on behalf of any Corporation proposing services hereunder.

#### **Equal Opportunity Certification**

The Town of Hudson is an equal opportunity employer. Further, it is the policy of the Town to ensure that minority and women business enterprises (W/MBE) have the maximum opportunity to participate in providing the services called for in this RFQ, whether as a principal contractor or subcontractor. Therefore, the CONSULTANT must agree to take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, or national origin. An Equal Opportunity Certification (Exhibit F) must be signed and included.



## Section VII: Required Proposal-Contract Forms

The following pages contain forms that must be included with the proposals.

- Exhibit A.....Proposal Signature Page
- Exhibit B.....Price Proposal Signature Page
- Exhibit C.....Certificate of Non-Collusion
- Exhibit D.....Certificate of Tax Compliance
- Exhibit E.....Certificate of Authority
- Exhibit F.....Equal Opportunity Certification



*Town of Hudson  
78 Main Street  
Hudson, MA 01749*

**EXHIBIT A**

**Proposal Signature Page**

*Complete this page and return as a cover sheet for the completed non-price proposal.*

**Town of Hudson RFP to provide regional housing consultant services.**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Contact Person** (please print)

\_\_\_\_\_  
**Street**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**City, State, Zip**

\_\_\_\_\_  
**Fax**

\_\_\_\_\_  
**Email**

Submits the attached proposal for this Request for Proposals to the participating Town of Hudson (lead), on the authority of the undersigned and as dated below. I confirm and pledge to abide by and be held to the requirements of this RFP and its resulting contract, to perform any tasks and deliver any documents required, and to execute a Contract with the Town of Hudson, as lead community.

Bidder acknowledges receipt of the following addenda.\*

1. \_\_\_\_\_

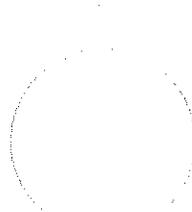
3. \_\_\_\_\_

2. \_\_\_\_\_

4. \_\_\_\_\_

**Authorized Agent of the Contractor:**

\_\_\_\_\_  
**Signature** (blue ink please)



\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
If a corporation, attach  
certificate of vote or apply  
corporate seal here)

\_\_\_\_\_  
**Date**

Form must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity.

Contractor should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

\* to be filled in by Proposer, if addenda are issued.



**EXHIBIT B**

**Price Proposal Signature Page**

Complete this page and submit with any attachments in a separate sealed envelope from non-price proposal.

Town of Hudson RFP to provide regional housing consultant services.

The undersigned proposes to provide services to the Towns of Hudson (lead), Bolton, Boxborough, Littleton and Stow in accordance with the response to its Request for Proposals (RFP). This price includes all services and out of pocket expenses as per the terms and specifications stated in the non-price proposal.

Price includes but is not limited to all deliverables listed in the RFP.

1. Separate costs are requested for the following elements for Year 1, as listed in the RFP:

<u>Year 1</u>	Approx Hours per Year		Hourly Rate		Total Cost
<b>A. Monitoring</b>					
1. Create Monitoring Database	422	x		=	
2. Ownership Units: Annual Monitoring	201	x		=	
3. Rental Units: Tenant Compliance	0	x		=	
4. Rental Units: Compliance Report	20	x		=	
5. Resolve SHI Discrepancies	4	x		=	
6. Assessor Valuation	93	x		=	
<b>TOTAL Monitoring:</b>					
<b>B. Regional Activities</b>					
7. Administration	60	x		=	
8. Resident Support	15	x		=	
<b>TOTAL Regional Activities:</b>					
<b>C. Local Support</b>					
9. Project Consultation	60	x		=	
10. Program Development	10	x		=	
11. On-site Support	198	x		=	
12. Community Outreach and Planning	100	x		=	
13. Locate Buyers/Renters	50	x		=	
<b>TOTAL Local Support:</b>					



2. Separate costs are requested for the following elements for Years 2 - 3, if renewed:

<u>Years 2 - 3</u>	Approx Hours per Year		Hourly Rate		Total Cost
<b>A. Monitoring</b>					
2. Ownership Units: Annual Monitoring	201	x		=	
3. Rental Units: Tenant Compliance	0	x		=	
4. Rental Units: Compliance Report	20	x		=	
5. Resolve SHI Discrepancies	4	x		=	
6. Assessor Valuation	93	x		=	
<b>TOTAL Monitoring:</b>					
<b>B. Regional Activities</b>					
7. Administration	60	x		=	
8. Resident Support	15	x		=	
<b>TOTAL Regional Activities:</b>					
<b>C. Local Support</b>					
9. Project Consultation	60	x		=	
10. Program Development	10	x		=	
11. On-site Support	198	x		=	
12. Community Outreach and Planning	100	x		=	
13. Locate Buyers/Renters	50	x		=	
<b>TOTAL Local Support:</b>					

Signature(s) on following page:





*Town of Hudson  
78 Main Street  
Hudson, MA 01749*

---

***EXHIBIT C***

**Certificate of Non-Collusion**

***Chapter 30B, § 10***

“The undersigned certifies under penalties of perjury that this proposal or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.”

---

*Individual or Corporate Name of Proposer*

---

*Signature of Authorized Agent*

---

*Printed Name of Authorized Agent*

---

*Title*

---

*Date*

Form must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity.

Contractors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.



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---

***EXHIBIT D***

**Certificate of Tax Compliance**

Pursuant to Massachusetts General Law Chapter 62C, § 49A, I hereby certify under penalties of perjury that I have, to the best of my knowledge and belief, filed all state tax returns and paid all state taxes required under law.

---

*Social Security or Federal I.D. Number*

---

*Signature: Individual or Corporate Officer*

---

*Title*

---

*Date*

**Please Print:**

---

Corporate Name (as used for tax filing)

---

Address

---

P.O. Box

---

City, State, Zip Code

\* Your Social Security Number or Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Proposers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of M.G.L. Ch. 62C, § 48A.

Form must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity.

Contractors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.



Town of Hudson  
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**EXHIBIT E**

**Certificate of Authority  
Meeting of Board of Directors**

At a meeting of the Directors of the \_\_\_\_\_ duly called  
(Corporation)

and held at \_\_\_\_\_ on the \_\_\_\_\_ day of

\_\_\_\_\_, in the \_\_\_\_\_ year at which a quorum was present and acting, it

was voted, that \_\_\_\_\_ the \_\_\_\_\_ of this  
(Name) (Title/position)

Corporation is hereby authorized and empowered to make, enter into, sign, seal and deliver,  
on behalf of this Corporation a Proposal and subsequent Contract for

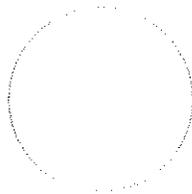
\_\_\_\_\_  
(brief description)

with the Town of Hudson, and any performance and payment bonds (each in the amount of the  
Contract) in connection with such Contract, if applicable.

*I hereby certify that the above is a true and correct copy of the record, that said vote has  
not been amended or repealed and is in full force and effect as of this date, and that*

\_\_\_\_\_ is a duly elected \_\_\_\_\_ of

*this Corporation.*



\_\_\_\_\_  
If a corporation, attach  
certificate of vote or apply  
corporate seal here)

\_\_\_\_\_  
Clerk or Secretary of the Corporation



*Town of Hudson  
78 Main Street  
Hudson, MA 01749*

---

***EXHIBIT F***

**EQUAL OPPORTUNITY CERTIFICATION**

Pursuant to 28 CFR Part 42.204 (d), I certify that my employment practices comply with Equal Opportunity Requirements and complies with 28 CFR Part 42.202.; that my organization complies with the Americans with Disabilities Act.

---

*Individual or Corporate Name of Proposer*

---

*Signature of Authorized Agent*

---

*Printed Name of Authorized Agent*

---

*Title*

---

*Date*

Form must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity.

Contractor should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.



*Town of Hudson  
78 Main Street  
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## Section VIII: Sample Evaluation Form and Contract



## EVALUATION WORKSHEET

(For office use only)

PROPOSAL: \_\_\_\_\_

DATE: \_\_\_\_\_

PROPOSER: \_\_\_\_\_

EVALUATOR: \_\_\_\_\_

**RATING KEY:** Highly Advantageous (HA)  
Not Advantageous (NA)

Advantageous (A)  
Unacceptable (U)

### SELECTION CRITERIA (From RFP):

1) *HA A NA U*

Comments: \_\_\_\_\_

2) *HA A NA U*

Comments: \_\_\_\_\_

3) *HA A NA U*

Comments: \_\_\_\_\_

4) *HA A NA U*

Comments: \_\_\_\_\_

5) Readiness to Proceed *Acceptable Unacceptable*

Comments: \_\_\_\_\_

6) References *Acceptable Unacceptable*

Comments: \_\_\_\_\_

7) Interview *Acceptable Unacceptable*

Comments: \_\_\_\_\_



*Town of Hudson  
78 Main Street  
Hudson, MA 01749*

# **Town of Hudson**

## **Standard General Contract**



**Contract for:**

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*Town of Hudson  
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Hudson, MA 01749*

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**TOWN OF HUDSON**  
**STANDARD GENERAL CONTRACT**

***PROVISION OF \_\_\_\_\_***

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2002 by and between the Town of Hudson, a duly existing municipal corporation in the Commonwealth of Massachusetts, through its duly elected Board of Selectmen with no personal liability to themselves herein after referred to as the "Town" and \_\_\_\_\_ a duly formed corporation, herein after referred to as the "Contractor."

***RECITALS***

WHEREAS the Contractor will furnish the Town with \_\_\_\_\_;

WHEREAS the Town desires to purchase such goods and / or services from Contractor in a timely manner and;

WHEREAS it was one of the conditions of the award of the contract that a formal agreement should be executed, by the Contractor and the Town, evidencing the terms of the award;

NOW THEREFORE in consideration of the mutual covenants contained the parties agree as follows:

***ARTICLE I***

Contractor shall furnish Town with \_\_\_\_\_ subject to and in compliance with all conditions, covenants, stipulations, terms and provisions contained in the Request for Proposal Specifications, Instructions to Bidders and related documents all of which is attached hereto as Exhibit "A" and incorporated herein by reference. Contractor shall provide these materials or services for the sum equal to the aggregate purchase price of the goods and professional services to be furnished by Contractor at the prices and rates specified in the Contractor's proposal also attached hereto as Exhibit "B" and incorporated herein by reference.

***ARTICLE II***

Contractor acknowledges that reliability of service is essential in this agreement with the Town, and agrees to adhere faithfully to the scope of services as described in the bid documents. In addition to any other warranties or guarantees attached hereto, Contractor warrants that the



goods, items or materials which are the subject matter of this contract are fit for the use and purpose intended.

### ***ARTICLE III***

Contractor covenants and agrees to faithfully perform all of its obligations under this agreement and the incorporated documents hereto. Said performance shall be in a professional and workmanlike manner and in accordance with the standard of care and conduct that is generally acceptable in the business or profession. Further, Contractor shall complete and sign all forms attached herein as Exhibits "C-E".

### ***ARTICLE IV***

A. The contractor warrants that (1) the goods sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the Town.

B. The Contractor guarantees that upon inspection, any defective or inferior goods shall be replaced without additional costs to the Town. Contractor will assume any additional costs accrued by the Town due to the defect or inferior goods.

C. The Contractor guarantees all goods for a period of one (1) year provided that if any express or implied warranties exist of a term greater than one (1) year, then such warranties will supersede the one (1) year warranty specified herein.

### ***ARTICLE V***

Contractor certifies the suitability, professionalism, and capability of all individuals employed to furnish services as specified herein by Contractor and in any documents incorporated herein by reference.

### ***ARTICLE VI***

The Town agrees to faithfully pay the Contractor, when due and payable, and under the terms of all such incorporated documents and instruments to this agreement, all such contracted sums.

### ***ARTICLE VII***

The term of this contract shall be for \_\_\_\_\_ (insert renewal provisions if applicable)



### ***ARTICLE VIII***

1. Termination for Cause: If through any cause, one party shall fail to fulfill in timely and proper manner, its obligations under this Agreement, or if one party shall violate one of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement hereunder by giving written notice of such termination. In case of termination, all finished and unfinished documents shall become the property of the Town.

In the event of termination, the Contractor shall be compensated payment of an amount equal to the services or goods provided by the Contractor as of the date of termination.

2. Termination for Convenience: The Town may terminate this Agreement at any time for any reason, upon submitting to Contractor thirty (30) days prior written notice of its intention to terminate. Upon receipt of such notice, Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the termination notice. Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

3. Return of Property: Upon termination, Contractor shall immediately return to the Town without limitation, all documents, plans, drawings, tool and items of any nature whatever, supplied to Contractor by the Town to Contractor in accordance with this Agreement.

4. Production of Documents: All records, documents, data, reports or other material, regardless of form or finish, produced by the Contractor as a result of services provided hereunder, are work for hire, and shall become the property of the Town upon creation. The Contractor may not assert any right, title or interest in any product produced under this Agreement.

The Town may request at any time during and/or after the termination of the Agreement any records, documents, data, reports or other materials produced by the Contractor under this Agreement.

### ***ARTICLE IX***

Nothing contained herein shall be construed as a joint venture between the Contractor and the Town. In this regard, Contractor shall be deemed for all purposes herein to be an independent contractor. Contractor is required to sign the Certificate of Non-Collusion (Exhibit C).



### ***ARTICLE X***

Contractor shall maintain the following types of insurance in full force and effect during the term of this Agreement and any renewals hereof. Copies of the Worker's Compensation Certificates and the General Liability and Vehicle Insurance Policies are to be furnished to Executive Assistant in advance of commencement of work and reviewed by the Town on an annual basis.

A. All contractors working for the Town shall provide a Certificate of Insurance indicating coverage for Worker's Compensation, in accordance with minimum statutory coverage pursuant to Massachusetts General Laws.

B. All contractors engaged in contracts in excess of \$10,000 shall provide the Town with a Certificate of Comprehensive General Liability Insurance for a minimum of One Million Dollars (\$1,000,000), with complete operators coverage naming the Town of Hudson as additional insured.

C. Contractors engaged in work valued between \$5,000 and \$10,000 shall provide the Town with a Certificate of Liability Insurance for a minimum of \$500,000 naming the Town of Hudson as additional insured.

D. Contractors engaged in projects valued at less than \$5,000 shall carry an appropriate amount of liability coverage, which shall be determined by the department head procuring the service.

E. Motor vehicle liability insurance in the minimum of \$500,000.00 per accident.

### ***ARTICLE XI***

The Contractor agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Agreement and shall indemnify and save the Town harmless against all losses and expenses resulting in any way, from any negligent or willful act or omission on the part of the Contractor, its agents, employees or sub-contractors or resulting directly or indirectly from Contractor's performance under this Agreement.

### ***ARTICLE XII***

This Agreement sets forth the entire Agreement and understanding between the parties and may be amended, modified or waived in whole or part only by a subsequent writing executed by both parties hereto. Nothing herein shall be construed as permitting either party to assign any interest, benefit or obligation contained herein without the express written consent of the parties hereto.



*Town of Hudson  
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Hudson, MA 01749*

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### *ARTICLE XIII*

If any term, provision, paragraph or word is determined to be illegal, unconstitutional or otherwise unenforceable by a court of competent jurisdiction, then the remaining provisions contained herein shall remain in full force and effect between the parties.



*Town of Hudson  
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Hudson, MA 01749*

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IN WITNESS WHEREOF, the parties hereto have set their hand and seals to this agreement on the day and date first above specified.

**TOWN OF HUDSON  
(By its Executive Assistant):**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

(Corporate seal if applicable)

1.23:31PM

# Owner Mailing List w/ Mailing Address & gross area

Owner/Mailing Address	Location/ParcelId	LUC	Gross Area	Land Area	Land Value	Yard Value	Building Value	Total Value
UPTON UPTON TOWN OF / 1 MAIN ST UPTON MA 01568	0 BRADISH FARM RD Parcel ID: 008-050.07	938	0 User Account:	1.40	27,900	0	0	27,900
UPTON TOWN OF / FIRE STATION 1 MAIN ST UPTON MA 01568	20 CHURCH ST Parcel ID: 201-024	922	27,756 User Account:	3.96	152,900	92,100	3,628,100	3,874,100
UPTON TOWN OF / 1 MAIN ST UPTON MA 01568	0 CROCKETT RD Parcel ID: 013-023	938	0 User Account:	0.42	11,800	0	0	11,800
UPTON TOWN OF / <del>1 MAIN ST</del> <del>UPTON</del> MA 01568	<del>0 CROCKETT RD</del> <del>Parcel ID: 013-X001</del>	938	<del>0</del> <del>User Account:</del>	<del>50.00</del>	<del>436,400</del>	<del>0</del>	<del>0</del>	<del>436,400</del>
UPTON TOWN OF / 1 MAIN ST UPTON MA 01568	0 CROCKETT RD Parcel ID: 013-X002	938	0 User Account:	46.00	340,800	0	0	340,800
UPTON TOWN OF / <del>1 MAIN ST</del> <del>UPTON</del> MA 01568	<del>0 CROCKETT RD</del> <del>Parcel ID: 013-X004</del>	938	<del>0</del> <del>User Account:</del>	<del>9.15</del>	<del>75,500</del>	<del>0</del>	<del>0</del>	<del>75,500</del>
UPTON TOWN OF / 1 MAIN ST UPTON MA 01568	0 CROCKETT RD Parcel ID: 017-030	938	0 User Account:	11.19	90,200	0	0	90,200
UPTON TOWN OF / PEPPERCORN HILLNORTH PON 1 MAIN ST UPTON MA 01568	0 CROCKETT RD Parcel ID: 013-022	930	0 User Account:	293.00	2,119,200	0	0	2,119,200
UPTON TOWN OF / <del>1 MAIN ST</del> <del>UPTON</del> MA 01568	<del>0 CROCKETT RD</del> <del>Parcel ID: 017-X001</del>	938	<del>0</del> <del>User Account:</del>	<del>0.09</del>	<del>10,300</del>	<del>0</del>	<del>0</del>	<del>10,300</del>
UPTON TOWN OF / 1 MAIN ST UPTON MA 01568	0 EAST ST Parcel ID: 017-027	938	0 User Account:	11.50	92,400	0	0	92,400
UPTON TOWN OF / 1 MAIN ST UPTON MA 01568	18 ELM ST Parcel ID: 021-028	958	0 User Account:	1.25	128,400	1,500	0	129,900

1:23:31PM

# Owner Mailing List w/ Mailing Address & gross area

Owner/Mailing Address	Location/ParcelID	LUC	Gross Area	Land Area	Land Value	Yard Value	Building Value	Total Value
UPTON UPTON TOWN OF / tax taking cs T.L. 120665 1 MAIN ST UPTON MA 01568	0 FAY MOUNTAIN RD Parcel ID: 004-012	932	0 User Account:	22.00	168,000	0	0	168,000
UPTON TOWN OF / 1 MAIN ST UPTON MA 01568	0 FLORENCE CIR Parcel ID: 203-089	930	0 User Account:	1.21	47,000	0	0	47,000
UPTON TOWN OF / 1 MAIN ST UPTON MA 01568	0 FRANCIS DR Parcel ID: 005-020.67	938	0 User Account:	25.69	48,600	0	0	48,600
UPTON TOWN OF / 1 MAIN ST UPTON MA 01568	0 FRANCIS DR Parcel ID: 005-020.68	938	0 User Account:	5.18	11,700	0	0	11,700
UPTON TOWN OF / 1 MAIN ST UPTON MA 01568	0 GLEN AVE Parcel ID: 019-044	938	0 User Account:	6.95	174,400	42,800	0	217,200
UPTON TOWN OF / 1 MAIN ST UPTON MA 01568	0 GLEN AVE Parcel ID: 023-001	930	0 User Account:	33.19	382,500	0	0	382,500
UPTON TOWN OF / 1 MAIN ST UPTON MA 01568	0 GRAFTON RD Parcel ID: 007-044	938	0 User Account:	0.35	9,300	0	0	9,300
UPTON TOWN OF / 1 MAIN ST UPTON MA 01568	0 GREEN LN Parcel ID: 031-025	930	0 User Account:	22.77	86,800	0	0	86,800
UPTON TOWN OF / 1 MAIN ST BOX 1 UPTON MA 01568	2 GROVE ST Parcel ID: 201-057	931	2,254 User Account:	0.17	77,700	3,100	94,000	174,800
UPTON TOWN OF / 1 MAIN ST UPTON MA 01568	0 HOPKINTON RD Parcel ID: 013-X003	938	0 User Account:	14.46	113,700	0	0	113,700
UPTON TOWN OF / CONSERVATION COMMISSION 1 MAIN ST UPTON MA 01568	0 HOPKINTON RD Parcel ID: 016-008	938	0 User Account:	10.30	198,500	0	0	198,500

*Temp Station?*

1.23.31PM

### Owner Mailing List w/ Mailing Address & gross area

Owner/Mailing Address	Location/Parcelld	LUC	Gross Area	Land Area	Land Value	Yard Value	Building Value	Total Value
<b>UPTON</b>								
UPTON TOWN OF / 1 MAIN ST UPTON	0 HOWARTH DR Parcel ID: 005-020.65	938	0	36.57	68,200	0	0	68,200
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 HOWARTH DR Parcel ID: 005-020.66	938	0	2.35	6,600	0	0	6,600
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	99 KIWANIS BEACH RD Parcel ID: 016-039	939	3,145	27.53	812,500	118,300	190,800	1,121,600
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 LAKE WILDWOOD Parcel ID: 019-114	938	0	0.47	56,800	0	0	56,800
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 LAKE WILDWOOD Parcel ID: 019-115	938	0	0.14	20,900	0	0	20,900
			User Account:					
UPTON TOWN OF / KNOWLTON RESTINE BLDG 1 MAIN ST UPTON	2 MAIN ST Parcel ID: 201-073	956	13,806	0.35	108,200	3,100	1,010,800	1,122,100
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	1 MAIN ST Parcel ID: 201-094	931	17,619	0.24	104,400	0	1,809,400	1,913,800
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 MAIN ST Parcel ID: 203-011	938	0	0.02	5,600	0	0	5,600
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	43 MAPLE AVE Parcel ID: 024-016	971	5,888	3.37	307,100	9,586,100	194,600	10,087,800
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 MECHANIC ST Parcel ID: 010-002	938	1,489	113.58	827,400	800	0	828,200
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 MECHANIC ST Parcel ID: 010-X001	938	0	3.77	36,700	0	0	36,700
			User Account:					

12:33:31PM

# Owner Mailing List w/ Mailing Address & gross area

Owner/Mailing Address	Location/ParcelId	LUC	Gross Area	Land Area	Land Value	Yard Value	Building Value	Total Value
<b>UPTON</b>								
UPTON TOWN OF / 1 MAIN ST UPTON	0 MILFORD ST Parcel ID: 021-020	938	0 User Account:	6.14	104,600	0	0	104,600
UPTON TOWN OF / 1 MAIN ST UPTON	0 MILFORD ST Parcel ID: 201-053	938	2,721 User Account:	1.78	142,300	0	0	142,300
UPTON TOWN OF / 1 MAIN ST UPTON	0 MILFORD ST Parcel ID: 201-054	938	7,087 User Account:	0.35	108,200	0	0	108,200
UPTON TOWN OF / TOWN HALL UPTON	0 MISCOE HILL RD Parcel ID: 032-024	930	0 User Account:	12.10	185,500	0	0	185,500
UPTON TOWN OF / 1 MAIN ST UPTON	0 NORTH MAIN ST Parcel ID: 015-089	953	0 User Account:	9.80	194,900	15,900	0	210,800
UPTON TOWN OF / 1 MAIN ST UPTON	0 NORTH MAIN ST Parcel ID: 015-105	953	0 User Account:	2.05	130,800	0	0	130,800
UPTON TOWN OF / 1 MAIN ST UPTON	0 NORTH ST Parcel ID: 005-005	938	0 User Account:	7.44	47,400	0	0	47,400
UPTON TOWN OF / 1 MAIN ST UPTON	130 NORTH ST Parcel ID: 005-020.70	939	0 User Account:	2.55	136,600	37,500	0	174,100
UPTON TOWN OF / 1 MAIN ST UPTON	0 NORTH ST Parcel ID: 008-015	938	0 User Account:	1.90	128,800	0	0	128,800
UPTON TOWN OF / 1 MAIN ST TOWN HALL UPTON	0 NORTH ST Parcel ID: 005-020.63	929	0 User Account:	0.87	105,100	0	0	105,100
UPTON TOWN OF / 1 MAIN ST UPTON	0 NORTH ST Parcel ID: 005-004.01	932	0 User Account:	34.45	257,600	0	0	257,600

1:23:31PM

# Owner Mailing List w/ Mailing Address & gross area

Owner/Mailing Address	Location/ParcelID	LUC	Gross Area	Land Area	Land Value	Yard Value	Building Value	Total Value
<b>UPTON</b>								
UPTON TOWN OF / 1 MAIN ST UPTON	0 NORTH ST Parcel ID: 005-017.02	932	0	28.62	215,600	0	0	215,600
			User Account:					
UPTON TOWN OF / 1 MAIN ST BOX 1 UPTON	0 OAK DR Parcel ID: 035-009.02	930	0	2.71	119,200	0	0	119,200
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 OLD GRAFTON RD Parcel ID: 007-027	932	3,079	202.92	1,585,400	0	0	1,585,400
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 OLD MILFORD LN Parcel ID: 025-022	930	0	2.45	135,400	0	0	135,400
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 ORCHARD ST Parcel ID: 010-002.02	938	0	1.89	144,600	0	0	144,600
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 PEARL ST Parcel ID: 021-051	971	0	1.25	121,900	225,000	0	346,900
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 SCHOOL ST Parcel ID: 201-134	930	0	0.88	10,600	0	0	10,600
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 SHORE DR Parcel ID: 032E-052	930	3,333	0.03	8,600	0	0	8,600
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 SHORE DR Parcel ID: 032E-102	930	0	0.22	17,900	0	0	17,900
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 SHORE DR Parcel ID: 032E-109	930	1,760	0.46	19,100	0	0	19,100
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 SOUTH ST Parcel ID: 032E-010	930	0	0.07	20,500	0	0	20,500
			User Account:					

1:23:31PM

# Owner Mailing List w/ Mailing Address & gross area

Owner/Mailing Address	Location/Parcelid	LUC	Gross Area	Land Area	Land Value	Yard Value	Building Value	Total Value
UPTON UPTON TOWN OF / 1 MAIN ST UPTON	0 SOUTH ST Parcel ID: 032E-011	930	0	0.12	20,700	0	0	20,700
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 STATION ST Parcel ID: 202-008	930 <i>station</i>	0	0.79	91,900	0	0	91,900
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 STATION ST Parcel ID: 202-125	971 <i>par</i>	0	0.60	117,200	47,900	0	165,100
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 STURDLEY RD Parcel ID: 032E-001	930	0	0.28	20,500	0	0	20,500
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 STURDLEY RD Parcel ID: 032E-003	930	0	0.13	19,700	0	0	19,700
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 TAFT ST Parcel ID: 017-053	938	0	10.37	193,400	0	0	193,400
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 TAFT ST Parcel ID: 017-X002	938	0	70.00	513,600	0	0	513,600
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 TAFT ST Parcel ID: 017-X003	938	0	0.05	3,900	0	0	3,900
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 VICTORIA DR Parcel ID: 203-132	930	2,123	0.06	4,700	0	0	4,700
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 WALKER DR Parcel ID: 025-034	938	0	1.00	109,500	0	0	109,500
			User Account:					
UPTON TOWN OF / 1 MAIN ST UPTON	0 WARREN ST Parcel ID: 201-095	938	0	0.13	43,800	400	0	44,200
			User Account:					

1:23:31PM

### Owner Mailing List w/ Mailing Address & gross area

Owner/Mailing Address	Location/ParcelID	LUC	Gross Area	Land Area	Land Value	Yard Value	Building Value	Total Value
<b>UPTON</b> UPTON TOWN OF / 1 MAIN ST UPTON	0 WARREN ST Parcel ID: 204-031	930	0	31.60	142,300	0	0	142,300
User Account:								
UPTON TOWN OF / MASS HIGHWAY DEPT (MA DOT) 1 MAIN ST UPTON	42 WEST MAIN ST Parcel ID: 019-111	924	0	4.28	221,100	172,200	0	393,300
User Account:								
UPTON TOWN OF / 1 MAIN ST UPTON	0 WEST RIVER ST Parcel ID: 024-091	930	0	28.99	357,100	0	0	357,100
User Account:								
UPTON TOWN OF / 1 MAIN ST UPTON	0 WEST RIVER ST Parcel ID: 028-015	930	0	8.25	207,800	0	0	207,800
User Account:								
UPTON TOWN OF / 1 MAIN ST UPTON	0 WESTBORO RD Parcel ID: 005-036	938	0	0.54	9,700	0	0	9,700
User Account:								
UPTON TOWN OF / 1 MAIN ST UPTON	0 WESTBORO RD Parcel ID: 008-032	938	0	1.00	54,100	0	0	54,100
User Account:								
UPTON TOWN OF / 1 MAIN ST UPTON	0 WESTBORO RD Parcel ID: 002-056	938	0	13.65	222,800	0	0	222,600
User Account:								
UPTON TOWN OF / 1 MAIN ST UPTON	0 WILLIAMS ST Parcel ID: 019-070	938	0	1.00	21,800	0	0	21,600
User Account:								
UPTON TOWN OF / 1 MAIN ST UPTON	0 WILLIAMS ST Parcel ID: 019-087	938	0	1.00	12,000	0	0	12,000
User Account:								
UPTON TOWN OF / 1 MAIN ST UPTON	0 WILLIAMS ST Parcel ID: 019-101	938	0	4.30	129,700	0	0	129,700
User Account:								
UPTON TOWN OF 1 MAIN ST UPTON	172 WEST RIVER ST Parcel ID: 031-019.04	938	0	17.22	133,600	0	0	133,600
User Account:								

1:23:31PM

# Upton Owner Mailing List w/ Mailing Address & gross area

Owner/Mailing Address      Location/Parcelld      LUC      Gross Area      Land Area      Land Value      Yard Value      Building Value      Total Value

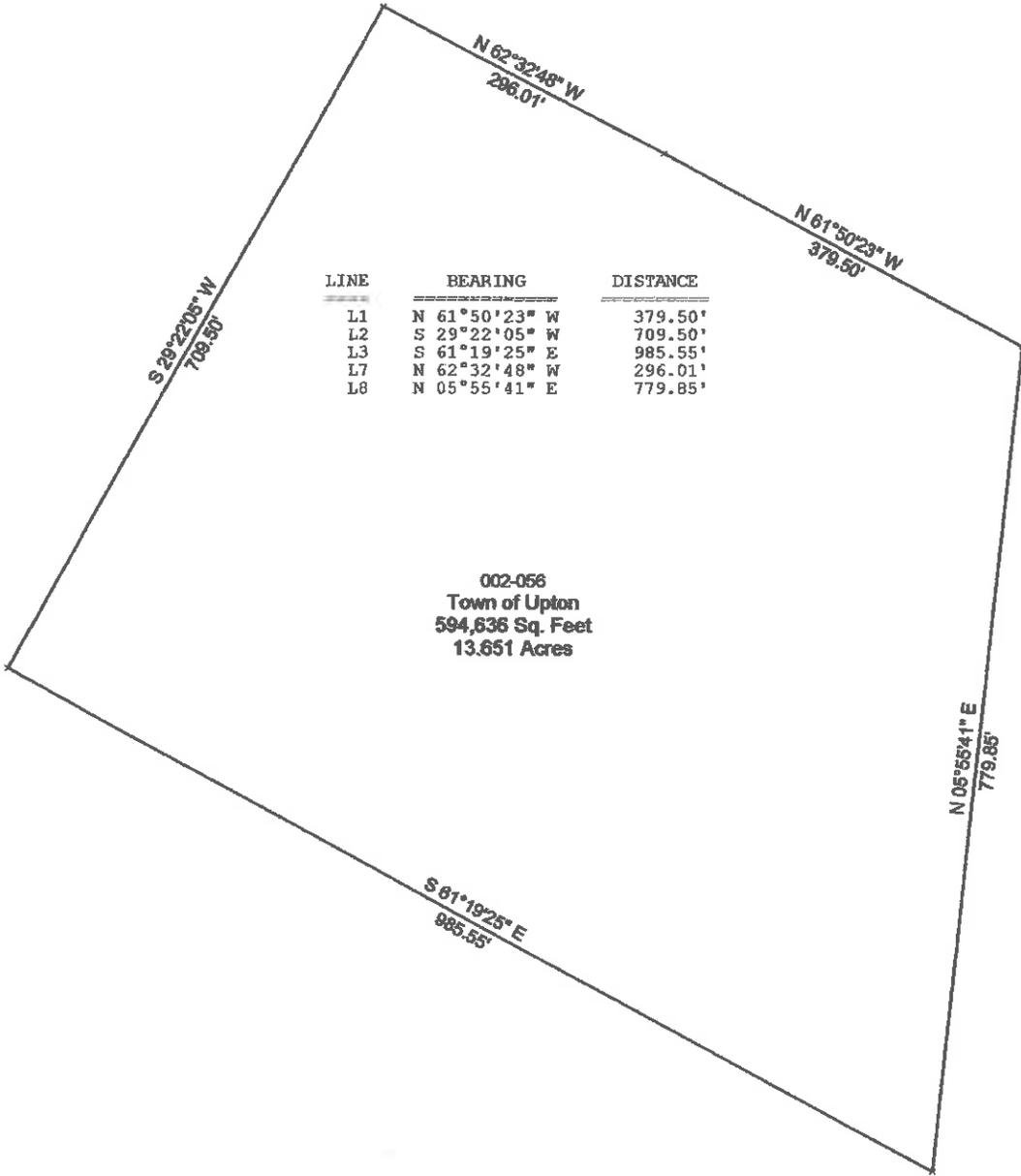
Summary For:      UPTON

# of Parcels:	77
Land Value:	13,729,300
Yard Value:	10,346,700
Building Value:	6,928,700
Total Value:	31,004,700

## Grand Totals

# of Parcels:	77
Land Value:	13,729,300
Yard Value:	10,346,700
Building Value:	6,928,700
Total Value:	31,004,700

*End of Report*



LINE	BEARING	DISTANCE
L1	N 61°50'23" W	379.50'
L2	S 29°22'05" W	709.50'
L3	S 61°19'25" E	985.55'
L7	N 62°32'48" W	296.01'
L8	N 05°55'41" E	779.85'

002-056  
Town of Upton  
594,636 Sq. Feet  
13.651 Acres

Town of Upton -- Map 002 Lot 056		
Upton		
Book 7088 Page 247		
DATE: 4/16/2015	SCALE: 1" = 172'	DRAWN BY: GHF

# rpt 086 Chain of Title

002 056

Date	Book	Page	Grantor	Grantee	Map	Lot		
					Plan	Page	Price	Portio
10/20/1980	7088	247	Rogers, Etta R Land Court Foreclosed	Upton, Town of	0	0	\$0	<input type="checkbox"/>
9/29/1975	5807	30	Rogers, Etta R Ntice of Tax Taking	Upton, Town of	0	0	\$0	<input type="checkbox"/>
4/11/1934	2607	25	Rogers, Julia H Probate Settlement for Frederick P Rogers	Rogers, Etta R	0	0	\$0	<input type="checkbox"/>
11/18/1907	1870	320	Rogers, Frederick P Probate Settlement	Rogers, Julia H	0	0	\$0	<input type="checkbox"/>

No. 60690 T.L.

# COMMONWEALTH OF MASSACHUSETTS

## LAND COURT DEPARTMENT OF THE TRIAL COURT

TO ALL WHOM IT MAY CONCERN:

Town of Upton

hereby gives notice that, on the 17th day of October 1980, it  
filed in said Court a petition against Etta R. Rogers

to foreclose a tax lien acquired under a certain tax deed (or deeds) from the Collector of Taxes for the  
City/Town) of Upton, in the County of Worcester and  
said Commonwealth, to <sup>it</sup> dated Sept. 29, 1975, and recorded with Worcester Dist. Reg. of Deeds  
in Book 5807 Page 30 said deed (or deeds) covers a certain parcel of land  
situated in Upton in the County of Worcester and said  
Commonwealth, which is described as follows:

Land in said Upton on North Street, described in Worc. Dist. Deeds,  
B. 2607, P. 25.

TOWN OF UPTON

By Ashley M. Perkins  
Ashley M. Perkins  
Town Treasurer

\*Name all respondents as in petition.

Recorded OCT 20 1980 at 9 h. - m. A.M.

Book 7088  
107-247

BOOK 5907 PAGE 30

INSTRUMENT OF TAKING

THE COMMONWEALTH OF MASSACHUSETTS

Town of Upton

OFFICE OF THE COLLECTOR OF TAXES

Ashley M. Perkins, Collector of Taxes for the Town of Upton, pursuant and subject to the provisions of General Laws, Chapter 60, Sections 53 and 54, hereby take for said town the following described land:

DESCRIPTION OF LAND

Land in said Upton on North Street, described in Wore. Dist. Deeds, B. 2607, P. 25.

Said land is taken for non-payment of taxes as defined in Section 43 of said Chapter 60 assessed thereon to Etta P. Rogers

for the years 1970-1973 inc., which were not paid within fourteen days after demand therefor made upon Etta P. Rogers

on February 11, 1974, and now remain unpaid together with interest and incidental expenses and costs to the date of taking in the amounts hereinafter specified, after notice of intention to take said land given as required by law.

1970 Taxes Remaining Unpaid . . . . .	\$ 57.60
1971 Taxes Remaining Unpaid . . . . .	67.20
1972 Taxes Remaining Unpaid . . . . .	64.80
1973 Taxes Remaining Unpaid . . . . .	69.00

1970 Interest to the date of taking . . . . .	23.01
1971 Interest to the date of taking . . . . .	21.47
1972 Interest to the date of taking . . . . .	15.52
1973 Interest to the date of taking . . . . .	11.01

Incidental Expenses and Costs to the day of taking . . . . . 4.77

Sum for which land is taken . . . . . \$334.38

WITNESS my hand and seal this 29th day of September, 1975  
*Ashley M. Perkins*  
Ashley M. Perkins  
Collector of Taxes for the Town of Upton

THE COMMONWEALTH OF MASSACHUSETTS

Worcester ss. September 29, 1975

Then personally appeared the above named Ashley M. Perkins and acknowledged the foregoing instrument to be his free act and deed as Collector of Taxes,

before me, *James E. Coppola*  
James E. Coppola - Notary Public  
My commission expires September 22, 1978

(This form approved by Commissioner of Corporations and Taxation.)

Recorded SEP 29 1975 at 4 h. 2 m. P.M.

debt then remaining due, and that any such additional payment in reduction of the mortgage debt shall operate to discharge the debt evidenced hereby at an earlier date, and shall not reduce the amount or defer the due date of any subsequent installment of principal as provided in said note; that in case of foreclosure, the mortgagee may retain out of the proceeds of sale of the premises all sums secured hereby, whether then or thereafter payable, together with all costs, charges, and expenses of such sale, including all attorney's fees incident thereto; that in case of uncompleted foreclosure the mortgagor will pay all expenses and charges up to the time of settlement; that the word "mortgagor" wherever used herein shall include the heirs, executors, administrators and assigns of the mortgagor; and that the word "mortgagee" wherever used herein shall include the successors and assigns of the mortgagee.

It is further covenanted and agreed that if title to said premises be acquired, in whole or in part, by one who does not assume and agree to pay this mortgage, the whole of said mortgage debt shall, at the option of the mortgagee, become due and payable forthwith.

This mortgage is upon the statutory condition for any breach of which the mortgagee shall have the statutory power of sale.

This mortgage is subject to the provisions of Part 3 of the Act of Congress entitled the "Emergency Farm Mortgage Act of 1933" (and any amendments thereto).

And for said consideration we, Eugene Bellini and Angelina Bellini, said mortgagors release to the mortgagee all rights of D O W E R, C U R T E S Y and H O M E S T E A D and other interests in the mortgaged premises.

W I T N E S S our hands and seals this 11th day of April A. D. 1934.

Signed and sealed in the presence of

R. J. Hastings

Eugene Bellini

(seal)

Angelina Bellini

(seal)

Commonwealth of Massachusetts

County of Worcester, ss. April 11, A. D. 1934. Personally appeared the above named Eugene Bellini, and acknowledged the foregoing instrument to be his free act and deed, before me

Rowland J. Hastings Justice of the Peace

Rec'd April 11, 1934 at 4h. 10m. P. M. Ent'd & Ex'd

\* \* \* \* \*

We, Annie M. Ray, Maurice R. Ray, Katherine B. Ray and John W. Ray of Westborough, Worcester County, Massachusetts all being unmarried, for consideration paid, grant to Hayward J. Rogers of Westborough with W A R R A N T Y covenants a certain tract or parcel of land, situated on Water Street in said WESTBOROUGH and formerly called Horticultural Avenue, and being the same premises conveyed by Elizabeth A. Fitch to Michael Ray by her deed dated June 1, 1868 and recorded with Worcester District Deeds Book 768, Page 445, excepting therefrom any portion of said tract, if any, that may have been conveyed by said Michael Ray.

Ray et al.

to

Rogers

And the same premises conveyed to grantors by deed of Bridget Ray by deed dated June 15, 1922 and recorded with Worcester District Deeds Book 2271, Page 407, see also will of Michael Ray in Worcester County Probate Office.

W I T N E S S our hands and seals this twenty-sixth day of August 1931.

John W. Ray

Maurice R. Ray

Annie M. Ray

Katherine B. Ray

Commonwealth of Massachusetts

Worcester, ss. August 26, 1931 Then personally appeared the above named John W. Ray and acknowledged the foregoing instrument to be his free act and deed, before me

Francis X. Reilly Justice of the Peace

My commission expires April 9, 1937

Rec'd April 11, 1934 at 4h. 21m. P. M. Ent'd & Ex'd

\* \* \* \* \*

I, Julia H. Rogers of Westborough, Worcester County, Massachusetts, being unmarried, for consideration paid, grant to Etta R. Rogers of Westborough with W A R R A N T Y covenants the land in UPTON. Certain real estate situate in Upton in said County of Worcester bounded and described as follows, viz: Beginning at the County road leading from Upton to Westborough at stake and stones; thence, westerly to land now or late of James Bowman to a stake and stones; thence, southerly on said Bowman land forty and one-half rods to a stake and stones; thence easterly to a stake and stones on the before mentioned road; thence, on

Rogers

to

Rogers

1-50¢ Stamp  
Cancelled

said road forty-four rods to the first mentioned bound. Containing twelve(12) acres and one hundred and twenty-three (123) rods.

Being the same premises conveyed to William M. Barrett by deed of Asa S. Taylor et al. dated December 28, 1894 and recorded with Worcester District Deeds Book 1471, Page 166 and the same premises conveyed by the Executor of William M. Barrett to Frederick P. Rogers by deed dated November 18, 1907 and recorded with Worcester District Registry of Deeds Book 1870, Page 320.

For my title see records Worcester Probate Office for administration Estate of Frederick P. Rogers.

W I T N E S S my hand and seal this eighteenth day of November 1933.

F. X. Reilly Julia H. Rogers

The Commonwealth of Massachusetts

Worcester, ss. November 18, 1933 Then personally appeared the above named Julia H. Rogers and acknowledged the foregoing instrument to be her free act and deed, before me

Francis X. Reilly Justice of the Peace

My commission expires April 8, 1937

Rec'd April 11, 1934 at 4h. 21m. P. M. Ent'd & Ex'd

\* \* \* \* \*

Milford Sav. Bank

Consent

Milford Savings Bank, a corporation duly organized under the laws of the Commonwealth of Massachusetts, mortgagee named in and holder of a first mortgage from P. Eugene Casey to it of the property of which the premises known as and numbered 158-160 Main Street, MILFORD, Massachusetts, demised in a certain lease dated March 10, 1934, from James O'Hare, of Framingham, Massachusetts, to Economy Grocery Stores Corporation, a Massachusetts corporation, are a part, which mortgage is dated July 24, 1922, and recorded with Worcester Registry of Deeds, Book 2274, Page 598, does hereby C O N S E N T, for itself, its successors and assigns, that the said lease shall be prior in lien to said mortgage and shall have the same effect that it would have had if it had been executed and delivered prior to the execution, delivery and recording of said mortgage and as if said mortgage had been made with the benefit of and subject to the provisions of the said lease.

I N W I T N E S S W H E R E O F, the said Milford Savings Bank has caused this instrument to be executed for and on its behalf and its corporate seal to be hereunto affixed by Percy L. Walker, its Treasurer, thereunto lawfully authorized, this 14th day of March, 1934.

Milford Savings Bank (corporate seal) By Percy L. Walker Treasurer.

Commonwealth of Massachusetts

Worcester, ss. Milford, March 14, 1934. Then personally appeared the above named Percy L. Walker, Treasurer of the Milford Savings Bank, and acknowledged the foregoing consent to be the free act and deed of the said Milford Savings Bank. Before me

Clifford A. Cook Notary Public (seal)

Extract from the Records of the Milford Savings Bank

At a meeting of the Board of Investment of the Milford Savings Bank held on the sixth day of March, 1934, the foregoing consent to the lease of the property numbered 158-160 Main Street, Milford, Massachusetts, of James O'Hare to Economy Grocery Stores Corporation, dated March 10, 1934, the demised premises being a part of the premises described in mortgage deed of P. Eugene Casey to the Milford Savings Bank, dated July 24, 1922, recorded with Worcester District Deeds, Book 2274, Page 598, was read and considered, and the following vote passed: "V O T E D: That the Treasurer Percy L. Walker, is hereby authorized and instructed to execute, acknowledge and deliver in the name and behalf of the Milford Savings Bank the consent of said Bank to said lease, which has just been read and considered."

A true copy from the records.

Attest: Percy L. Walker Clerk (corporate seal)

Commonwealth of Massachusetts

Worcester, ss. March 14, 1934. SUBSCRIBED and sworn to before me-

Clifford A. Cook Justice of the Peace

Rec'd April 11, 1934 at 4h. 24m. P. M. Ent'd & Ex'd

\* \* \* \* \*

Lawless et al. Trustees

Consent

We, Patrick J. Lawless, Philip Cenedella and Wendell Williams, as we are Trustees under a certain trust agreement entered into between us and the Home National Bank of Milford, a national banking association located at Milford, Massachusetts, under date of August 28, 1933, owners and holders of a second mortgage from Harris J. Porter to P. Eugene Casey, dated July 24, 1922 and recorded with Worcester Registry of Deeds, Book 2275, Page 82, of the property of which the premises known as and numbered

19th day of December A. D. 1907.

Signed and sealed in presence of

Abbie M. White. (seal)

Administratrix with the will annexed.

Commonwealth of Massachusetts.

Worcester ss. December 19 1907. Then personally appeared the above-named Abbie M. White and acknowledged the foregoing instrument to be her free act and deed, before me.

Jay Clark Jr. Justice of the Peace.

Rec'd Dec. 23, 1907, at 4h. 46m. P. M. Ent'd & Ex'd.

\* \* \* \* \*

Esty  
to  
White

KNOW ALL MEN BY THESE PRESENTS that I, Edward T. Esty of the City & County of Worcester, the assignee of a certain mortgage given by Edward R. White of Grafton to Gilbert C. Taft dated July 11, A. D. 1878, and recorded with Worcester District Registry of Deeds, Libro 1034 Folio 315, in consideration of One Dollar & other valuable consideration paid by Abbie M. White, of Grafton, the receipt whereof is hereby acknowledged, do hereby A S S I G N, transfer, and over unto the said Abbie M. White the said mortgage deed, the real estate thereby conveyed, and the note and claim thereby secured. T O H A V E and T O H O L D the same to the said Abbie M. White and her heirs, and assigns, to their own use and behoof forever; subject nevertheless, to the conditions therein contained and to redemption according to law.

I N W I T N E S S W H E R E O F I hereto set my hand and seal this 19th day of December A. D. 1907.

Signed and sealed in presence of

Edward T. Esty (seal)

Commonwealth of Massachusetts.

Worcester ss. December 19 1907. Then personally appeared the above-named Edward T. Esty and acknowledged the foregoing instrument to be his free act and deed, before me.

Jay Clark Jr. Justice of the Peace.

Rec'd Dec. 23, 1907, at 4h. 46m. P. M. Ent'd & Ex'd.

\* \* \* \* \*

Barrett Est.  
to  
Rogers

KNOW ALL MEN BY THESE PRESENTS that whereas I Harry W. Kimball of Westborough in the County of Worcester in the Commonwealth of Massachusetts as executor of the last will of William M. Barrett late of said Westborough deceased by virtue of a license granted to me on the ninth day of November current by the Probate Court for the County of Worcester have sold the real estate of the said deceased hereinafter described at private sale to Frederick P. Rogers of said Westborough for the sum of Fifty Dollars, N O W T H E R E F O R E, in consideration of the said sum of Fifty Dollars to me paid by the said Frederick P. Rogers the receipt whereof is hereby acknowledged, I do, as executor as aforesaid, and by virtue of the aforesaid license, hereby G R A N T, B A R G A I N, S E L L, and C O N V E Y unto the said Frederick P. Rogers certain real estate situate in UPTON in said County of Worcester, bounded and described as follows, viz:- Beginning at the County Road leading from Upton to Westborough at stake and stones; thence, westerly to land now or late of James Bowman to a stake and stones; thence, southerly on said Bowman land forty and one half rods to a stake and stones; thence, easterly to a stake and stones on the before mentioned road; thence, on said road forty-four rods to the first mentioned bound. Containing twelve acres and one hundred and twenty-three rods, and being the same premises conveyed to said Barrett by deed of Asa S. Taylor et al. dated December 29th A. D. 1894, recorded with Worcester District Deeds Book 1471 Page 166.

T O H A V E and T O H O L D the granted premises, with all the privileges and appurtenances thereto belonging, to the said Frederick P. Rogers and his heirs and assigns, to their own use and behoof forever.

I N W I T N E S S W H E R E O F I hereto set my hand and seal this eighteenth day of November in the year one thousand nine hundred and seven Signed and sealed in presence of

Harry W. Kimball, Ex'or. (seal)

Commonwealth of Massachusetts.

Worcester ss. November 18th 1907 Then personally appeared the above named Harry W. Kimball and acknowledged the foregoing instrument to be his free act and deed, before me-

Albert P. Wilson Justice of the Peace.

Rec'd Dec. 24, 1907, at 11h. 35m. A. M. Ent'd & Ex'd.

\* \* \* \* \*

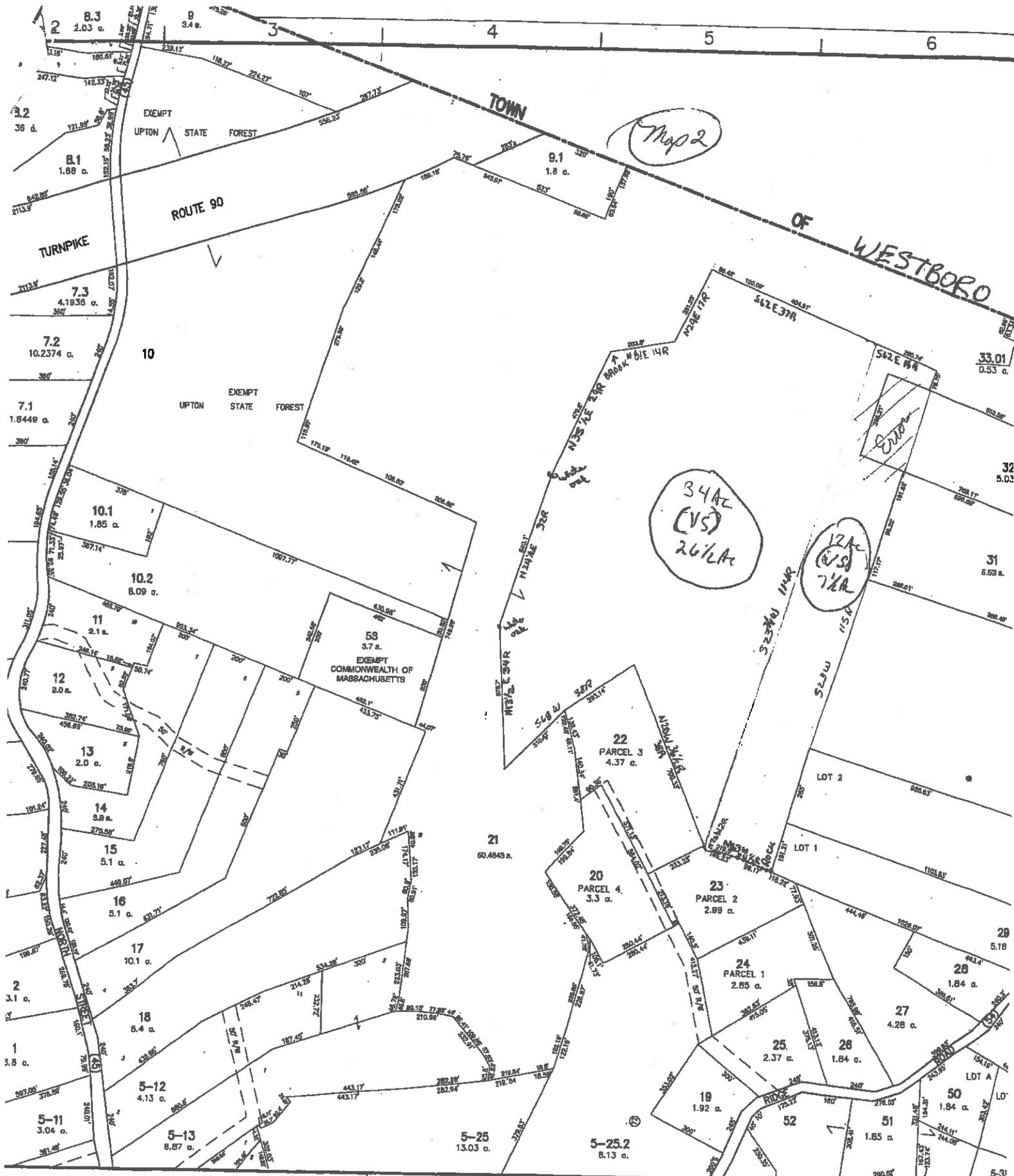
Reads and acknowledged the foregoing instrument to be her free act and deed. Before me Rockwood Hoar Justice of the Peace  
 Rec<sup>d</sup> April 11<sup>th</sup> 1895 at 1:35 P.M. Ent. & Ex<sup>d</sup> By Lizzie A. Barker Asst. Reg<sup>r</sup>

Taylor Asa S. & c.  
 to  
 Wm. M. Barnett

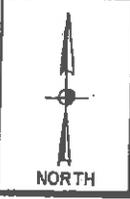
Know all men by these presents, that we, Asa S. Taylor and Caroline S. Taylor, husband and wife, the Grantors, for the consideration of One Hundred and Seventy-five Dollars (\$175-- received to our full satisfaction of William M. Barnett, the Grantee, do give, grant, bargain, sell and convey unto the said Grantee, his heirs and assigns, the following described premises, situated in the    of Upton, County of Worcester and State of Massachusetts, and known as a certain tract of land beginning at the liberty road leading from Upton to Westborough, at stake and stones; thence Westerly to land of James Bowman to a stake and stones; thence Southerly on said Bowman's land forty rods and a half (40½) to a stake and stones; thence Easterly to a stake and stones on the before mentioned road; thence on said road forty-four (44) rods to the first mentioned bound. Containing twelve (12) acres and one hundred and twenty-three rods; being the same lot of land deeded to Asa S. Taylor, one of these Grantors by Timothy Leland on the 26<sup>th</sup> day of February, A. D. 1866, and recorded in the Records of Worcester County, Massachusetts; Vol. 729 Page 266, and being the third lot of land mentioned in the deed referred to, be the same more or less, but subject to all legal highways.

To have and to hold the above granted and bargained premises, with the appurtenances therunto belonging, unto the said Grantee, his heirs and assigns forever. And we, the said Grantors, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee, his heirs and assigns, that at and until the sealing of these presents, we are well seized of the above described premises as a good and indefeasible estate in fee simple, and have good right to bargain and sell the same in manner and form as above written; that the same are free and clear from all incumbrances whatsoever, and that we will warrant and defend said premises, with the appurtenances therunto belonging, to the said Grantee his heirs and assigns forever, against all lawful claims and demands whatsoever. And I, the said Caroline S. Taylor, wife of said Asa S. Taylor, do hereby remise, release and forever quitclaim unto the said Grantee and his heirs and assigns, all my right and title of dower in the above described premises. In witness

whereof, we herewith set our hands and seals this twenty-ninth day of December in the year of our Lord one thousand eight hun-



REVISIONS						
CHKD	AP'VD	REV	DATE	DESCRIPTION	MADE	CHKD AP'VD
					RID	JAC L.S.J
		7	2/85	1925 TRANSFERS		
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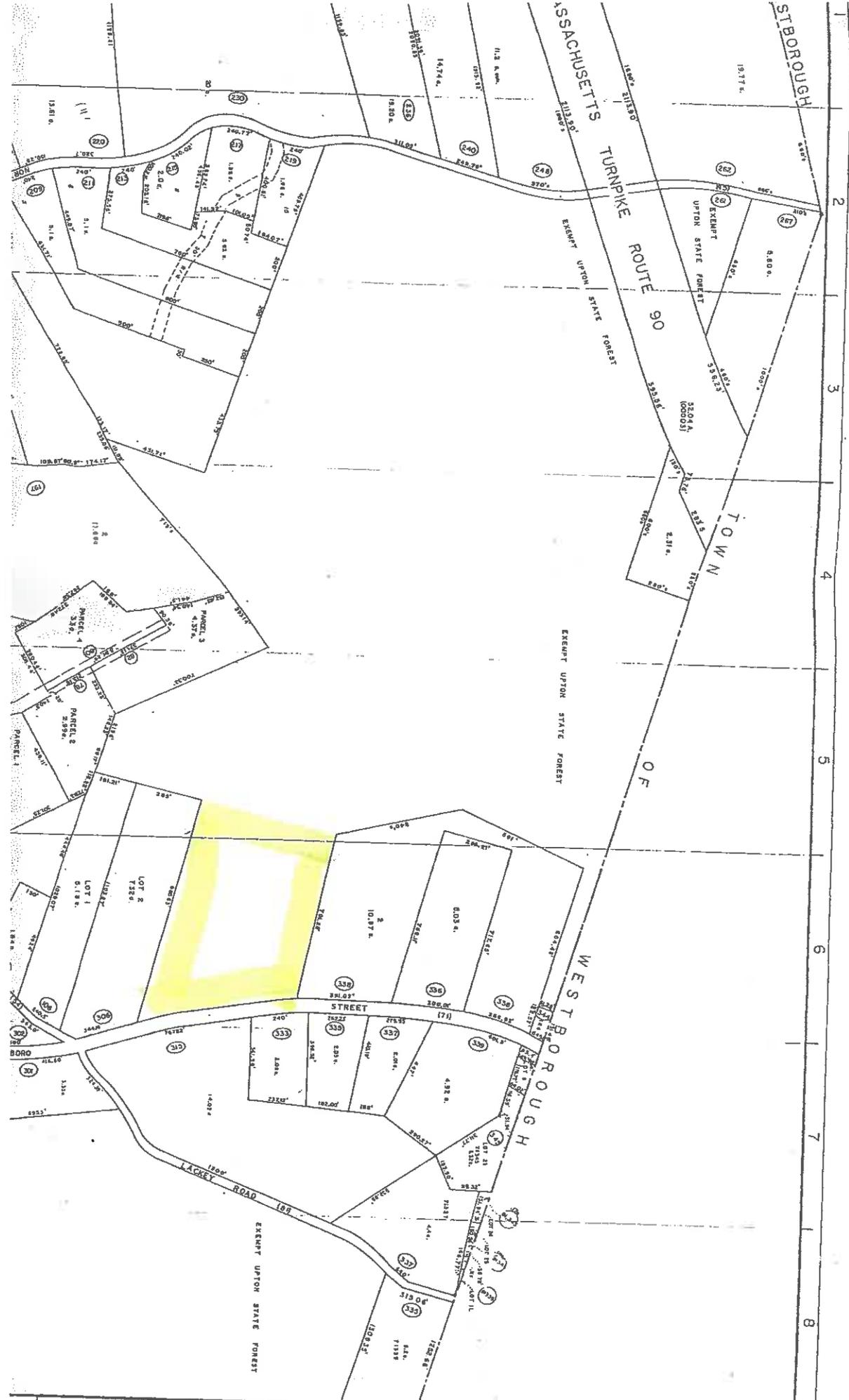
**NOTE**

THE AREAS, BOUNDARIES AND DIMENSIONS SHOWN ON THIS TAX MAP ARE DERIVED FROM AERIAL PHOTOGRAPHS, GROUND SURVEYS AND RECORDED PLANS, MAPS, DEEDS AND WILLS AND ARE TO BE USED FOR TAX ASSESSMENT PURPOSES ONLY AND NOT FOR CONVEYANCE.

MAPPING PREPARED BY:

**SA** STURBRIDGE ABSTRACT  
JALBERT ENGINEERING

STURBRIDGE, MASSACHUSETTS



in Massachusetts for the first time this year. Testing was completed at the Massachusetts State Public

## **X.X INCLUSIONARY HOUSING DEVELOPMENT**

X.X.1 Purpose & Intent. The purpose of the Inclusionary Housing Development By-Law is to encourage development that provides alternative housing choices. It is the intent of this By-Law to enhance and preserve the rural village character of Upton, to protect open space, to preserve our natural resources and to promote efficient use of the land and infrastructure.

X.X.2 Objectives. The following objectives will apply to all proposed Inclusionary Housing Development construction in Upton.

- 1) To establish a procedure whereby each proposal for an Inclusionary Housing Development will be reviewed separately and judged by standards designed to protect both the special quality of the site and its environment.
- 2) To ensure the Inclusionary Housing Development is developed in accordance with the planning objectives [Master Plan] of the town and at a rate that can be supported by the town services.
- 3) To encourage the conservation of viable acres of open land, wildlife habitats, historical and natural resources.
- 4) To encourage and recognize the importance of diversity and variety in the exterior design of structures so that those are specifically designed for and related to special conditions and features of the proposed site.
- 5) To require builders to use visual space planning to all site development elements, such as parking, wooded or conservation areas, adjacent streets, accessory buildings, lighting and open areas.
- 6) To provide for design review of all proposed Inclusionary Housing Development prior to construction, to ensure compliance with the above intent and objectives and to assure that the proposal will not result in or contribute to incompatible use of the land, pollution of the soil or ground water, traffic congestion or inappropriate site development.

X.X.3 Definitions

- 1) Inclusionary Housing Development:
- 3) Common Land: Common land shall be an area of land owned and maintained by a homeowners association and used solely for recreational, conservation, agriculture or forestry purpose by residents of the development and/or the public.
- 4) Dwelling Unit: One or more living or sleeping rooms arranged for the use of one or more individuals living as a single housekeeping unit with individual or congregate cooking, living, and sanitary facilities, excluding mobile homes and trailers. The intent of this definition is to define a “home” with private sleeping rooms rather than a dormitory arrangement of sleeping quarters.
- 5) Impervious Surface: A surface area in which water is not allowed an entrance, which includes but not limited to building footprints, roadways, driveways, and parking lots, etc.

- 7) Open Space: Open space shall be an area of undeveloped land used solely for conservation and is permanently protected from development by a permanent conservation restriction in accordance with G.L. c.184, s.31. Open space shall not contain any common land.
  
- 9) Additional Terms
  - a. Shall: Indicates a mandatory requirement.
  - b. Should: Indicates a recommendation or that which is advised but not necessarily required.
  - c. SPGA: Special Permit Granting Authority.
  
- X.X.4 Special Permit Granting Authority. The Planning Board shall be the Special Permit Granting Authority for Inclusionary Housing Development in the Town of Upton, and is authorized to hear and decide upon applications for special permits for senior housing communities in accordance with the provisions of this zoning section.
  
- X.X.5 Application in Zoning Districts. Inclusionary Housing Development, under single ownership or as condominiums, and as rental units may only be permitted by a special permit in Single Residential SRA, SRB, SRC and SRD Districts and Agricultural Residential Districts where residential uses are permitted by right in accordance with the requirements and regulations of the Town of Upton Zoning By-Laws.
  
- X.X.6 Application Procedure. The application procedure consists of two steps:
  - 1) Pre-application review of a conceptual site plan by the Special Permit Granting Authority. To be eligible to apply for a special permit, applicants are required to have submitted a conceptual site plan prepared by a registered landscape architect, a registered architectural architect, and a registered professional civil engineer at a scheduled Planning Board meeting. The conceptual site plan shall include a detailed analysis of site topography, wetlands, unique land features and soil type, site layout and building design. The purpose of this requirement is to help applicants and Town officials develop a better understanding of the property and to help establish an overall design approach that respects the intent of this By-Law. The review of the conceptual site plan review shall not exceed sixty-five calendar days.

The SPGA shall respond to the applicant within thirty-five calendar days of the closing of the conceptual site plan review with written notification that the concept plan 1) meets the intent of the By-Law and further definitive design is required and that the applicant can start the formal application process; or 2) does not meet the intent of the By-Law and rejects the concept plan with a narrative explanation of why the plan was rejected.

*Commentary: The pre-application process should not be limited to one meeting, but should*

*be a series of meetings to review and discuss details and options.*

2) An application for approval of an Inclusionary Housing Development special permit to the SPGA.

\_\_\_\_\_ Applicants are required to submit a special permit application and site plan, conforming to the requirements of this By-Law, to the SPGA for approval. The application for an Inclusionary Housing Development special permit shall be accompanied by a site plan including all of the plans and information listed below.

- a. The plan or plans shall contain the following: The name of the record owner(s) of the land, the name of the applicant, the name of the registered landscape architect, the name of the registered architectural architect, the name of the registered professional engineer, and the name of the land surveyor who made the plan(s).
- b. An “EXISTING CONDITIONS PLAN” [at a scale of not less than 1” = 100’] showing topography, soil types, watercourses, wetlands and 100- year floodplains, existing streets, all known easements, and structures within and on parcels contiguous to the tract.
- c. An “OVERALL LAND USE PLAN” [at a scale of not less than 1” = 100’] showing the location, ownership, and use of the proposed common land, the extent of open space, the area of residential use, the maximum number of residential units proposed, and the maximum number of bedrooms, any amenity or recreation area serving the residential uses, and the general layout of all roads and access ways. The “Overall Land Use Plan” shall include a tabulation indicating the total area, upland area, wetlands area, open space area, common land area, all impervious area to be created in the Inclusionary Housing Development and the respective percentage of each area for the entire tract.
- d. A “LAYOUT PLAN” for the proposed Inclusionary Housing Development at a scale of not less than 1” = 100’ showing the intended location of each residential building, accessory structure and facility, the intended location of all roads and access ways, curb cuts, driveways and approximate finished grades, the proposed location of all recreational areas, proposed improvements and structures on the common land, and methods for providing water and sewerage facilities.
- e. A plan or plans showing the proposed grading of the tract and the proposed location, dimensions, materials and type of construction of streets, common drives, parking areas, walks, paved areas, utilities, emergency access ways, easements, and the location and outline of all proposed buildings and structures including, but not limited to dwellings, garages, and any accessory structures thereto. If the proposed Inclusionary Housing Development is to be constructed in separate phases, this plan or plans shall clearly indicate the construction phases proposed.
- f. A plan or plans showing the proposed use of common land [whether public or private], including all improvements intended to be constructed thereon.
- g. A plan or plans showing in a general way existing vegetation [at a scale of 1” = 100’] and detailed landscaping and planting plans [at a scale of 1” = 100’] for all areas to be disturbed and buffer areas.
- h. A perspective plan or plans showing the proposed architecture of the buildings/structures by type and such plan(s) shall include a tabulation of proposed buildings/structures by type [i.e. number of units per building, and number of bedrooms per unit].
- i. Copies of all instruments to be recorded with the Inclusionary Housing

Development special permit, including the proposed deed(s) for the common land, dispositions of open space, the articles of organization and By-Laws of any corporation or trust to be organized to own the land and the language of all restrictions to be imposed on the land.

- j. A management plan for common land to be incorporated in the deed covenants to be executed with purchases of land or other interests in the Inclusionary Housing Development.

X.X.7 Development Impact Statement. At the discretion of the SPGA, the submittal of a Development Impact Statement may be required at the expense of the applicant. The SPGA may deny a special permit where the Development Impact Statement discloses that the proposed use does not comply with the provisions of this By- Law, or would be detrimental to the Town or its citizens. The Development Impact Statement shall be prepared by an interdisciplinary team including a Registered Landscape Architect or Architect, a Registered Civil Engineer, Registered Surveyor, and a Land Planner, and may include all or some of the following information.

1) Physical Environment

- a. Describe the general physical conditions of the site, including amounts and varieties of vegetations, general topography, unusual geologic, archeological, scenic and historical features or structures, locations of significant viewpoints, stone walls, trees over 16 inches in diameter, trails and open space links, and indigenous wildlife.
- b. Describe how the project will affect these conditions, providing a complete physical description of the project and its relationship to the immediate surrounding area.

2) Surface Water and Subsurface Conditions

- a. Describe locations, extent, and types of existing water and wetlands, including existing surface drainage characteristics, both within and adjacent to the site.
- b. Describe any proposed alterations of shore lines or wetlands.
- c. Describe any limitations imposed on the project by the site's soil and water conditions.
- d. Describe the impact upon ground and surface water quality and recharge, including estimated phosphate and nitrate loading on groundwater and surface water from septic tanks, lawn fertilizer, and other activities within the site.

3) Vehicle Circulation System

- a. Project the number of motor vehicles to enter or depart the site per average day and during peak hours. Also state the number of motor vehicles to use streets adjacent to the site per average day and during peak hours. Such data shall be sufficient to enable the SPGA to evaluate (i) existing traffic on streets adjacent to or approaching the site, (ii) traffic generated or resulting from the site, and (iii) the impact of such additional traffic on all ways within and providing access to the site.
- b. Actual study results, a description of the study methodology, and the name, address, and telephone number of the person responsible for implementing the study, shall be attached to the Development Impact Statement.

- 4) Support Systems
  - a. Water Distribution: Discuss the water system proposed for the site, means of providing water for fire fighting, and any problems unique to the site.
  - b. Sewage Disposal: Discuss the sewer system to be used, and evaluate impact of sewage disposal on the wastewater treatment facility.
  - c. Refuse Disposal: Discuss the location and type of facilities, the impact on existing Town refuse disposal capacity, hazardous materials requiring special precautions.
  - d. Protection Service: Discuss the distance to the fire station, police station, and emergency medical service, and the adequacy of existing equipment and manpower to service the proposed site.
  - e. Recreation: Discuss the distance to and type of public facilities to be used by the residents of the proposed site, and the type of private recreation facilities to be provided on the site.
  
- 5) Phasing. Where development of the site will be phased over more than one [1] year, indicate the following:
  - a. Describe the method to be used during construction to control erosion and sedimentation through use of sediment basins, mulching, matting, temporary vegetation, or covering of soil stockpiled. Describe the approximate size and location of portion of the parcel to be cleared at any given time and the length of time of exposure.
  
  - b. Describe the phased construction, if any, of any required public improvements, and how such improvements are to be integrated into site development.

X.X.8 SPGA - Rules and Regulations. The SPGA shall adopt reasonable rules and regulations for the administration of this section, which may be amended from time to time. Such regulations shall include a schedule of fees, site construction requirements, inspection requirements, and owner/occupancy reporting requirements to satisfy compliance with the age restriction, as well as such other items as the SPGA deems necessary including the following:

- 1) SPGA-Public Hearing. The SPGA shall hold a public hearing and file its decision with the Town Clerk as required by G.L. c. 40A, s.9.
  
- 2) Approval. The SPGA may grant a special permit for an Inclusionary Housing Development if it determines that all the requirements under the By-Law have been met and such use will not be detrimental to the public good.

The SPGA may approve the special permit application with a condition of approval.

- 3) Upon receipt of the application and required plans, the SPGA shall transmit one copy each to the Board of Health and Conservation Commission. Within 45 days of their receipt of the application/plans, these agencies shall submit any recommendations to the SPGA. The SPGA shall act on applications according to the procedures specified in G.L. c. 40A, s.9. Notice shall be provided of hearings in accordance with G.L. c.

40A, s.11.

*Commentary: Compliance with the time frame requirements of Chapter 40A are necessary in order to prevent constructive grants.*

- 4) The SPGA may impose special permit conditions as a condition of approval such as site construction requirements, inspection requirements, and owner / occupancy reporting requirements to satisfy compliance with the age restriction. The SPGA may require additional conditions as it finds reasonably appropriate to safeguard the health, safety, and welfare of the existing neighborhoods and the Town of Upton or otherwise serve the purpose of this By-Law.
- 5) Change in Plans After Grant of Special Permit. No change in any aspect of the approved plans shall be permitted unless approved in writing by the SPGA. A new or amended special permit will be required if the SPGA determines any proposed change to be substantial. The SPGA shall hold a public hearing if the proposed change is determined to be substantial, with the provisions of this By-Law.
- 6) No land for which a special permit for which an Inclusionary Housing Development has been granted shall be further subdivided.

X.X.9 Optional Incentive Provisions. The SPGA may approve density bonuses pursuant to one or more of the following provisions, provided, however, that in no case shall the density bonus be greater than a 20% increase in the number of dwelling permitted in the applicable Inclusionary Housing Development.

- 1) Affordable Option. A density bonus may be permitted when the proposed development provides additional affordable housing opportunities consistent with the Upton Affordable Housing Production Plan. For each additional affordable unit over the minimum requirement provided under this section, three [3] additional market rate dwelling may be permitted subject to the 20% limitation expressed in Section X.X.9. Affordable units shall be developed concurrently with the market rate units in the development. The affordable units must be subject to use restrictions of a substantial duration to ensure that the units remain available exclusively to persons with qualifying income.
- 2) Recreational Space Option. A density bonus may be permitted when the proposed community provide for public access to recreational facilities and/or recreational fields within the community or when they are deeded to the municipality. For every 5 acres of land that is donated to the municipality or open to public use, three [3] additional market rate dwelling units may be permitted subject to the 20% limitation expressed in Section X.X.9. Recreational space that is open to public use shall be accessible from a public way and adequate parking shall be provided to meet anticipated demand.
- 3) Open Space Option. A density bonus may be permitted when the proposed community provides additional open space. For every 5 acres of land that is donated to the municipality or land trust, three [3] additional market rate dwelling units may

be permitted subject to the 20% limitation expressed in Section X.X.9.

- 4) Provision for Municipal Option. A density bonus may be permitted when the proposed community provides land for municipal use. For every 1 acres of land that is donated to the municipality, three [3] additional market rate dwelling units may be permitted subject to the 20% limitation expressed in Section X.X.9.
- 5) Provision for off-site locations. The SPGA may accept the off-site location of recreational space, open space, or municipal land for the purpose of satisfying the optional incentive provisions.

#### X.X.10 Standards.

- 1) Affordable Component: The development will have a minimum percentage rate of 15% of affordable units within the development. Affordable units shall be developed concurrently with the market rate units in the development. The affordable units must be subject to use restrictions of a substantial duration to ensure that the units remain available exclusively to persons with qualifying income.
- 2) Public Way Standards: The SPGA shall utilize the local subdivision control regulation with respect to public way with the proposed inclusionary housing development. All items are subject to waiver by the SPGA.
- 3) Private Way Standards: The SPGA shall set all standards of private ways associated with the proposed inclusionary housing development.
- 4) Municipal water and wastewater connection fees: All connections fees associated with municipal water and wastewater shall be waived for all actual affordable dwelling units associated with the proposed inclusionary housing development.

#### X.X.12 Site Dimensional Requirements.

- 1) The tract of land for an Independent Inclusionary Housing Development shall contain at least one [1] acre and shall have at least one hundred [100] feet of frontage on an existing Town accepted way.
- 2) A 15-foot screened buffer zone consisting of landscaped or natural vegetation shall encompass the entire perimeter of the development site.
- 3) Upon finding by the SPGA that a buffer zone of lesser width would be sufficient to visually screen and/or separate the Inclusionary Housing Development from adjacent property, the SPGA may waive and/or alter the buffer zone requirement. The SPGA may require no-cut easements, conservation restrictions or the like where the buffer zone has been reduced.

#### X.X.13 Density.

- 1) The private dwelling residential density in an Inclusionary Housing Development shall not exceed two [2] dwelling units per acre of developable area, and shall contain no more than seventy-five [75] dwelling units except when optional incentive

provisions have been applied. For the purpose of this computation, the developable area shall be the total area of the tract, including the common land, but excluding all listed non-buildable areas as provided under section.

The attached rental dwelling residential density in an Inclusionary Housing Development shall not exceed ten [10] dwelling units per acre of developable area, and shall contain no more than seventy-five [75] dwelling units except when optional incentive provisions have been applied. For the purpose of this computation, the developable area shall be the total area of the tract, including the common land, but excluding all listed non-buildable areas as provided under section.

- 2) The total area of dwelling unit footprints, garages, accessory buildings, and all other impervious surfaces shall not exceed 35% of the site area, except when optional incentive provisions have been applied.

X.X.14 Usable Land. Developable area shall be determined by a registered civil engineer and/or registered land surveyor and shall not include any of the following.

- 1) Land within a 100-year floodplain as defined by G.L. c. 131, s.40.
- 2) Fresh water wetlands as defined by G.L. c. 131, s.40.
- 3) Land having a slope greater than 20%.
- 4) Land subject to conservation restrictions that prohibit development.
- 5) Land subject to any local and/or state law or regulation, right of way, public or other restriction, which prohibits development.
- 6) Land recorded with open space restrictions.

X.X.15 Open Space. A minimum of 25% of the development site shall be dedicated to open space and shall be clearly delineated and defined on the “Overall Land Use Plan” of each application. It is the intention of this section that open space should generally occur as a single contiguous area of open space which shall retain those natural features of the site most worthy of preservation in their natural state. The minimum required area of open space shall consist of no more than 30% wetlands as defined in G.L. c. 131, s.40. Land comprising the buffer zone under section X.X.12 shall not count toward this open space requirement.

X.X.16 Common Land. The common land shall be dedicated and used for conservation, recreation, park purposes, outdoor education, agriculture, horticulture or forestry, or for any combination of such use. Common land shall be planned as large and contiguous whenever possible. Common land may be set aside in more than one parcel provided that the size, shape, and location of such parcel are suitable for the designated use. Strips or narrow parcels of common land shall be permitted only when necessary for access, or if the SPGA finds that a vegetation buffer strip along the site’s perimeter is appropriate and consistent with the purpose of the Inclusionary Housing Development By-Law.

X.X.17 Recreational Space. Suitable recreational space for the Inclusionary Housing Development should be provided. Such areas should be suitable for a site of an active recreational facility. Such recreational areas should be contiguous to the open space

or may be separately located.

X.X.18 Building & Dwelling Requirements. In an Inclusionary Housing Development the following Building & Dwelling requirements shall apply:

- 1) Dwelling units in an Inclusionary Housing Development may be attached, detached, or a combination of these types.
- 2) No building shall contain more than thirty-five [35] living units.
- 3) No dwelling unit shall contain more than three [3] bedrooms.
- 4) Buildings shall not exceed 3-1/2 stories and/or forty-five feet [45'] in height.
- 5) In an Inclusionary Housing Development, the following setbacks requirements shall apply.
- 6) All buildings must be located a minimum of thirty feet [30'] from other structures within the Inclusionary Housing Development.
- 7) All buildings must be located a minimum of thirty feet [30'] from an interior roadway and driveway, which are not considered accepted public way.
- 8) All buildings should be located a minimum of 50 feet [50'] from any side or rear site lot line from any off-site private or public way.
- 9) Upon finding by the SPGA that a setback of lesser width would be sufficient to visually screen and/or separate the Inclusionary Housing Development from adjacent property, the setback may be reduced. The SPGA may require no-cut easements, conservation restrictions or the like where the setback has been reduced.

X.X.19 Water & Sewage Services. Each dwelling unit in a Single Residential SRA and SRB District shall be connected to the municipal water system. Each dwelling unit in a Single Residential SRC and SRD District and Agricultural Residential District under this By-Law shall be supplied by a water source approved in writing by the Board of Health and by the Director of Public Works.

Each dwelling unit in a Single Residential SRA and SRB District shall be connected to a municipal wastewater treatment system. Each dwelling unit in a Single Residential SRC and SRD District and Agricultural Residential District shall be connected to a municipal wastewater treatment system, as agreed to in writing by the Director of Public Works, or to an on-site sewage treatment facility, as approved in writing by the Board of Health and under state law, where applicable.

If an on-site sewage treatment facility is used, the owner(s) shall have complete responsibility for maintenance and operation of the facility. If individual units are sold, each owner shall, as a condition of purchase, be required to join a homeowner's association or a condominium trust for the purpose of maintaining the treatment plant in a manner prescribed by the Massachusetts Department of Environmental Protection,

and approved by the Board of Health.

For proposals where neither the municipal water system nor the municipal wastewater treatment system is to be used, a coordinated water supply/sewage treatment facility plan must be submitted to, and approved in writing by, the Board of Health and when required by the Massachusetts Department of Environmental Protection

- X.X.20 Parking Area. There shall be provisions for one and one half [1.5] parking spaces per bedroom, at least one of which shall be located so as to provide convenient access to its assigned dwelling unit. Parking garages will be permitted as a parking space if located and designed so as to complement the building design and site layout.
- X.X.21 Landscaping. Suitable landscaping materials shall be placed along site property lines to provide screening if there is no suitable natural growth in these areas.
- X.X.22 Rubbish. The owner, or homeowners association, or condominium trust shall provide rubbish disposal. There shall be a satisfactory design and location of collection points for the disposal of rubbish. Provisions for adequate screening shall be determined by the SPGA.
- X.X.23 Illumination. All outdoor lighting shall be directed away from adjoining property. Site and roadway illumination should be installed within the Inclusionary Housing Development with best engineering and energy conservation practices and be of the type and style that matches the architectural style of the community.
- X.X.24 Accessory Buildings & Structures.
- 1) Accessory buildings and structures for the use of residents of the Inclusionary Housing Development and their guests may be permitted, including garages, clubhouses, swimming pools, tennis courts, cabanas, and maintenance structures.
  - 2) Accessory buildings and structures shall be shown on the site development plan and shall not be constructed within designated open space.
- X.X.25 Maintenance. The owners of the dwelling units within the Inclusionary Housing Development shall be responsible for the maintenance of all common elements and facilities owned by and serving the residents of the Independent Inclusionary Housing Development and an organization of owners or condominium trust shall be established to carry out these maintenance responsibilities. Such homeowner's association or condominium trust shall file an annual report including the names and addresses of its officers, with the Town Clerk by February 15<sup>th</sup> of each year.

The special permit shall be conditional on the SPGA approval of the declaration of homeowners trust.

- X.X.26 Validity. If any provision of this By-Law is determined to be invalid, it shall not affect the validity of the remaining provisions.