

Town of Westminister
Town Administrator
11 South Street
Westminister, MA 01473

REQUEST FOR PROPOSALS

To select a developer to construct and manage new affordable, rental senior housing units on approximately 6.3 acres at 69 West Main Street, Westminister, MA.

IMPORTANT DATES

Pre-Proposal Meeting/Site Tour: 10:00 am on July 13, 2018, the Senior Center at 69 West Main Street, Westminister

Proposal Submission Deadline: 1:00 pm on August 17, 2018

I. Invitation to Bid

The Town of Westminister (“Town”), through its Chief Procurement Officer, is seeking proposals from qualified developers for the development of affordable rental senior housing on approximately 6.3 acres of land owned by the Town.

The Town acquired the land on July 1, 2005. The Town had voted at the May 1, 2007 Town Meeting (Article 35) to make the land available for a senior center and senior housing. The senior center was built in 2013. The Town’s deed and Town Meeting vote is recorded at the North Worcester Registry of Deeds, Book 5758, Page 370-371.

The Town intends to enter into a Land Disposition Agreement with the selected developer and convey the property with a long-term ground lease to the developer, with deed restrictions.

The purpose of this RFP is to select a developer with demonstrated experience and capacity to carry out a development project that best addresses the needs and goals of the community as described in this RFP. The most advantageous proposal from a responsive and responsible proposer, taking into consideration all evaluation criteria set forth in the RFP, will be selected.

II. Proposal Submission and Selection Process

The Town has determined that the award of this contract is subject to the Uniform Procurement Act. M.G.L. c. 30B. Therefore, the provisions of M.G.L. c. 30B are incorporated herein by reference. The Town of Westminister’s Chief Procurement Officer is Karen Murphy, Town Administrator.

Applicants shall submit on or before **1 p.m., August 17, 2018**, a clearly marked original proposal plus seven copies, including an electronic copy on a CD or flash drive, to:

**Town of Westminster
Karen Murphy, Town Administrator
11 South Street
Westminster, MA 01473**

Proposals submitted after this time will not be accepted. Proposals should be marked "**Senior Housing Proposal**" and must include all required documents, completed and signed by a duly authorized signatory, including the following to be considered a complete proposal:

1. Cover page labeled Senior Housing Proposal to Town of Westminster for the development of Senior Housing, specifying the development entity, contact person and all contact information (this should be the person who will be the primary contact person)
2. One clearly marked original, in a three-ring binder, and seven copies of the proposal with required attachments
3. An electronic version of the complete proposal submission on a CD or flash drive.

The Town reserves the right to reject any or all proposals or to cancel this Request for Proposals if it is in the best interest of the Town.

All inquiries should be made via e-mail and directed to: Stephen Wallace, Town Planner no later than **July 20, 2018**. Inquiries should have a subject line entitled: *Senior Housing RFP Inquiry*. Any inquiries after such date will not be accepted. All inquiries for which a response is provided, together with the responses, will be shared with all proposers.

Proposals will be opened publicly at **10:00 a.m. on August 20, 2018**. A Proposer may correct, modify or withdraw a proposal by written notice received prior to the time set for opening of proposals. After the opening, a Proposer may not change any provision of the proposal. Each responsive proposal will be evaluated first for compliance with the threshold criteria, and if it meets those criteria then according to the criteria set forth in Attachment A 'Comparative Criteria'.

The Town makes no representations or warranties, express or implied as to the accuracy and/or completeness of the information provided in this RFP. This RFP, including all attachments and supplements, is made subject to errors, omissions, prior sale, lease or financing and withdrawal without prior notice, and changes to, additional, and different interpretations of laws and regulations.

Proposers' Responsibility for due diligence: Proposers should undertake their own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development and legal considerations.

III. Site Tour and Briefing

Interested Proposers are encouraged to attend a voluntary on-site briefing session on **10:00 am on July 13, 2018, the Senior Center at 69 West Main Street, Westminster.**

IV. Development Objectives

The Town is seeking a developer to build no more than 50 senior, rental housing units on the site. Energy efficiency and maintainability of the building(s) are desirable features. The bedroom mix should be based on the site's capacity, good site planning and landscaping considerations, and the market and financial feasibility of an affordable senior rental project.

Affordability

At a minimum, the affordability requirements for the property must align with the requirements applicable for inclusion of the units in the Town's Subsidized Housing Inventory; i.e. 25% of the units must be deed-restricted to persons earning, at a maximum, 80% of area median income. The Town is interested in furthering the affordability, but not at the risk of the long-term feasibility of the project. The proposer should include a clear analysis as to the levels of affordability proposed and the reasoning behind the proposed unit and income mix. The Town is seeking affordability by design in addition to affordability by deed restriction.

Unit Types

The development should reflect the Westminster community and provide housing for low to moderate income seniors (one unit occupant at least 55 years old). For this reason the Town is interested in the inclusion of units that are intentionally designed as 'universally accessible,' providing single-floor living, which could appeal to people for a variety of reasons.

Building Design and Aesthetics

The development's architecture should reflect the local historical, design vernacular and be a stellar example of superior design; both interior and exterior. The Town has made a decision to be as non-prescriptive as possible regarding the design requirements so that Proposers will be creative with building design, site layout and landscaping. The Town of Westminster is looking for creative use of the land and creative space design for the units.

The final appearance of the proposed development should be harmonious with existing norms for attached dwellings in the Town of Westminster. The development should look like it "belongs in" Westminster. Proposers are encouraged to use their creativity and experience in the choice of materials and methods of construction so as to minimize regular maintenance costs and promote energy efficiency. The development should include community space and an office. The overall project design will be judged as part of the Comparative Analysis described in Attachment A.

Energy Efficiency

The Town is looking for proposals that include building and site designs that increase the tenants' energy and water savings and limit the project's environmental impact. Details regarding sustainable design features should be incorporated into the project description.

Site

This site has Town water and public sewer. The site design must maintain and augment the natural buffer to the neighboring homes.

Project Permitting

Proposals should include a description of the permitting process that the developer plans to use. The Town anticipates permitting will be either through M.G.L. Chapter 40B or the Town's apartment provision in the Town's Zoning Bylaw Section 205.33.

V. Property Description

Please see:

Attachment C: Recorded Quitclaim Deed for the property.

Zoning: The property is currently zoned Residential-I. This allows one single family home per 50,000 sq. ft.

Utilities:

- Water *Public*
- Wastewater *Public*
- Electric *National Grid*

VI. Proposal Submission Requirements

1. The Developer

The proposal must include a description of the development team, the individuals and organizations to be involved in the development, **in particular the project manager**, and their experience. The development team may include, without limitation, the developer, property manager, architect, contractor, engineers, consultants, lenders and investors. Proposals must include:

- The name, address, e-mail address, and telephone number of the proposer, the name of any representative authorized to act on his/her behalf, the name and contact information of the contact to which all correspondence should be addressed, and the names and primary responsibilities of each individual on the development team.
- If the proposer is not an individual doing business under his/her name, a description of the firm and status of the organization (e.g. whether a for profit, not-for-profit or charitable institution, a general or limited partnership, a corporation, LLC, LLP, business association, or joint venture) and the jurisdictions in which it is registered to do business. If the proposer is a non-profit entity, please include a list of the organization's Board of Directors and areas of expertise they represent.
- The nature of the entity to enter into the sale of the Property and the borrower and guarantors of debt, if any.
- Identification of all principals, partners, co-venturers or sub-developers participating in the transaction, and the nature and share of participants' ownership in the project.
- Discussion of whether the Property developer will also be the property manager and if this is not the case, the legal and financial relationship between the entities. If the developer will not be the property manager, the proposer shall describe the process for securing property management services.
- Identification of the development team, such as architects, engineers, landscape designers, contractor, development consultants. Background information, including firm qualifications and resumes for principals and employees expected to be assigned to the project, should be provided.

- A summary of the developer's and the development team's experience, both collectively and individually, and with similar projects. Particular attention should be given to demonstrate experience with projects of a similar scale and complexity of **site conditions, design and financing**, as well as location. Proposers should demonstrate the ability to perform as proposed and to complete the project in a competent and timely manner, including the ability to pursue and carry out design, permitting, financing, construction, and marketing/unit absorption.

The following format should be used to submit the information required.

- For all reference projects: Project name, location, project type, project scope, start date, projected completion date and actual date of completion, total development costs, key project people.
- Narrative on why your experience is relevant to the Westminster Senior Housing project.
- Description of the organizational structure of the development team and a plan for the maintenance of effective communications between the Town and the development team during all phases of the project.
- Information regarding any legal or administrative actions past, pending or threatened that could relate to the conduct of the Proposer, its principals or any affiliates.
- Confirmation that no local, state or federal taxes are due and outstanding for the development team or any constituent thereof.
- Provision of references for 3 completed projects, with contact names, title and current telephone numbers, who can provide information to the Town concerning the Proposer's experience with similar projects

Development Concept

- The proposal must include a detailed description of the development concept for the property and its improvements, including but not limited to:
- Number and size of units (square footage and number of bedrooms) and affordability levels. Include narrative as to why/how the mix of bedroom sizes and affordability was determined to ensure project financial feasibility and appropriateness for the marketplace.
- Preliminary site design.
- Discussion of the physical plan and architectural character of the project and the various programmatic and physical elements of the development, including energy savings/ green design elements of the building and site designs.
- Construction staging plan and discussion of construction impacts, including but not limited to how the project will be managed to limit impact on neighbors, including the Senior Center, in particular with respect to noise and traffic during the construction period.
- Project financing – provide a sources and uses pro forma (see comparative evaluation criteria), and detail previous success in securing such funding. Describe in detail what, if any, local, state or federal subsidy money will be sought to create affordability and the timeline for securing those sources.
- Lender letters of interest (mentioned in the comparative evaluation criteria)

2. Conceptual Design Drawings

The proposal must include 11 x 17 plans including:

- site plan that describes parking layout and numbers of parking spaces and building footprints
- landscape plan with sufficient detail on how the plan addresses limiting the project impact on surrounding areas
- floor plans
- elevations with material indications
- typical unit plans

3. Management Plan

- Description of the target market, e.g., pricing and the strategy for marketing and lottery process
- The proposal must include a plan for the ongoing management of the development. In addition, if the Proposer is including a property manager as part of its team, all relevant information as outlined under 'The Developer' above should be included as well as details of any projects where the Proposer and Manager have worked together before.
- Lottery for Affordable Units: To ensure a fair and equitable selection process for the affordable units, a lottery shall be conducted for all of the affordable units. Proposals may include a lottery agent as part of the development team. A marketing/lottery plan shall be required as part of the approval of the units for inclusion on the Subsidized Housing Inventory, and prior to building permit issuance. For the proposal, the Proposer shall indicate any other lotteries they have been involved in, their role and the outcomes.

At a minimum the selected Proposer and/or their Agent shall demonstrate, prior to the Town endorsing a Land Disposition Agreement:

- a clear understanding of fair housing requirements/laws
- a clear understanding of local preference opportunities and requirements, and how the lottery will address these
- ability and commitment to utilize appropriate state standards to determine program and unit eligibility – i.e. qualified tenants
- establishment of clear criteria for tenant selection and a fair and unbiased selection process;
- responsibility for selecting properly qualified tenants;
- ability and commitment to maintain all necessary reports and certifications required under state and federal law.

1. Implementation Plan and Timetable

The proposed development should be completed within three years of the execution of the Land Disposition Agreement. The proposal must include a description of how the development concept will be implemented, including but not limited to:

- Detailed development schedule for all elements of the plan, including key milestones, financing benchmarks, zoning approvals and compliance, and projected completion / occupancy timeframes.
- Outline of required land use, environmental, operational and other governmental or regulatory approvals, including zoning, development and environmental permits. The

proposer should provide a schedule for securing approvals as part of the proposal. The proposer should note what zoning variances, special permits or modifications, if any, are required as part of the development plan.

VII. Developer Selection Criteria

All proposals submitted by the due date will be evaluated for conformance with the below stated minimum criteria. Those proposals that meet the minimum criteria will then be evaluated by the comparative criteria described below. Proposers may be invited to present their proposal to the review committee. The presentation will not be scored. The Town reserves the right to select the proposal that best meets the needs of the community, and that may not be the proposal that achieves the highest score.

Minimum threshold criteria

The following are **minimum criteria** for Proposal consideration. Proposals that do not clearly and fully convey compliance with these minimum criteria will not be considered.

1. Complete conformance with all submission requirements
2. Proposer must have a minimum of 5 years' experience in development of housing
3. Proposer must show a successful track record of projects of similar scope with at least 3 references
4. Developer availability to commence work within 90 days of selection; show sufficient staff resources and availability to perform required services
5. Completed required forms at Attachments H, I & J:
 - Certificate of non-collusion
 - Tax compliance
 - Disclosure of beneficial interests form as required by M.G.L. c. 7C, section 38 (formerly c. 7, section 40J)

Comparative Evaluation Criteria

Projects meeting the minimum criteria will then be judged on the following additional comparative evaluation criteria, as further explained and outlined in attachment A:

Developer Experience and Capacity (This is for the development team)

1. Development experience: extent to which the developer's experience exceeds the minimum criteria; the developer's prior track record in the construction of housing of a similar scale and type, in particular addressing the environmental and other issues found in a rural setting, and the experience of the development team with regard to affordable housing development.
2. Development Capacity and Performance: review of performance history of all other real estate owned and any bankruptcy within the past ten years by any member of the development team;
3. Financing: evidence of ability to secure financing as evidenced by letter(s) from prospective lender(s), and banking references
4. Staffing Plan: the Proposer demonstrates the capacity to take on the work within 90 days of award without any substantial change to its regular operations
5. Project time line: Proposer's demonstrated ability to complete projects on time and within budget

6. Experience developing energy efficient and universal design housing

Developer & Management Experience

7. Management approach: high quality management team
8. Marketing: experience in lottery and marketing for affordable housing, or commitment to add experienced member to team
9. Financial Feasibility: extent to which the project is feasible financially and proposed resources are attainable.
10. Affordability: extent to which the project meets the affordability requirements and goals as described above.
11. Feasibility of proposed project; analysis of development and operating budget:
environmental, permitting issues, construction estimates, soft costs
 - Reasonable and realistic Sources and Uses: proposed budgets that are based on current cost and market conditions
 - Analysis of operating budget: appropriate for target population, reasonableness of management, administrative costs, maintenance and utility costs
12. Development Objectives and Concept: a proposal, addressing the objectives and concepts described above reflecting full knowledge and understanding of any project constraints.
13. Site and unit design: a superior design approach reflecting identified housing needs, that creates density within the context of its surroundings, that reflects the local historical design vernacular, that provides a sense of community while maintaining individual tenant privacy, incorporates universal design, provides adequate parking, provides adequate recreation and community space, and limits the impact on the site to the greatest extent possible
14. Green design elements: energy saving design with green/sustainable materials, methods and systems
15. Results of reference checks

VIII. Selection Process

The Town or its designee(s) (i.e. an evaluation committee) will review and evaluate all proposals that have been received by the submission deadline based on the criteria outlined herein. Evaluation of the proposals will be based on the information provided in the proposers' submissions in accordance with the submission requirements of this RFP and any interviews, references, and additional information requested and/or gathered by the Town. The Town will select the developer it or its designee(s) determines has presented the most advantageous proposal. **The Town reserves the right to select the proposal that best meets the needs of the community and that may not be the proposal that achieves the highest score.**

The Town will notify all proposers in writing of its decision.

The Town reserves the right to reject any or all proposals or to cancel this Request for Proposals at any time if it is in the best interest of the Town.

IX. Post Selection

Development Agreement

It is the intent of the Town to enter into a Development Agreement with the selected proposer within 90 days of selection and then to lease the land with deed restrictions after certain benchmarks have been met. The Development Agreement will be finalized after the selection process. A draft Development Agreement can be found at Attachment G.

Chapter 30B Real Property Dispositions to Promote Public Purpose Requirements

The name of the selected proposer and the amount of the transaction will be submitted for publication in the state's *Central Register*.

If the Town determines that the public purpose of the project is best met by disposing of the property for less than fair market value, the Town will post a notice in the state's *Central Register* explaining the reasons for this decision and disclosing the difference between the property value and the price to be received. This notice will be published before the Town enters into any agreement with the selected developer.

X. Attachments

- A. Comparative Evaluation Criteria
- B. Locus map
- C. Quitclaim Deed & Town Meeting Votes
- D. Property Survey Plans
- E. ZBA Variance Decision
- F. Westminster Senior Housing Feasibility Study
- G. Sample Development Agreement
- H. Certificate of Non-Collusion
- I. Tax Compliance Certificate
- J. Disclosure of Beneficial Interest

ATTACHMENT A
COMPARATIVE EVALUATION CRITERIA – SENIOR APARTMENTS,
WESTMINSTER, MA

	UNACCEPTABLE	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
DEVELOPER EXPERIENCE & CAPACITY (TEAM)			
<ul style="list-style-type: none"> • Demonstrated experience in and capability for designing, permitting, developing and managing similar residential projects. • Outcome of comparable projects • Demonstrated experience securing financing for similar projects • Experience developing energy efficient homes • Property management experience with similar projects • The quality of the team’s reputation and references, particularly in terms of its regulatory track record, an ability to complete projects as proposed. • Success in marketing approach, including affirmative fair housing marketing plans and lottery, meeting State requirements. • Property management experience with similar projects • Successful long term management approach 	Development team members have not had any or only minimal experience in the development of projects with similar scope, including legal, design, development, financing, and management experience with rental housing.	Development team members have had significant experience in the development of projects of similar scope, including significant legal, design, financing, affordable housing management, and development experience. Energy efficient buildings and universal design are part of standard development approach.	Development team have significant and substantial successful experience in development of affordable housing projects of similar scope, including significant legal, design, financing, affordable housing management and development experience. Energy efficient and universal design is their standard approach to design and development.
AFFORDABILITY			

<ul style="list-style-type: none"> Proposal meets the greatest level of affordability fiscally possible. At a minimum 25% of the units must be restricted to households at or below 80% AMI. 	<p>The proposal contains less than 25% of the units affordable to households at or below 80%AMI.</p>	<p>The proposal contains at least 25% of the units at or below 80% AMI.</p>	<p>The proposal contains at least 25% of the units at or below 80%AMI and some of those units are targeted to households at or below 60%</p>
<p>SITE DESIGN</p>			
<ul style="list-style-type: none"> Thoughtful and efficient site design, minimizing impervious surfaces Uses standards of low impact development Exterior lighting – minimal impact to neighbors Enhanced buffer to neighboring properties Stormwater management Landscape plan including parking area Area designated for snow removal/storage Adequate visitor parking 	<p>Proposal fails to meet all RFP design requirements.</p>	<p>The proposal meets or exceeds all design requirements of the RFP with thoughtful traffic flow, buildings siting, minimal impact of exterior lighting, and sound development design</p>	<p>Proposal meets all requirements in ‘advantageous’ box and respects adjacent properties, provides heightened attention to landscaping plan, grading and lighting, and helps with the restoration of the area vegetation.</p>
<p>BUILDING DESIGN</p>			
<ul style="list-style-type: none"> Exterior is of high quality, while remaining compatible with local historical design Creative design that is cost effective and high quality Interior lay-outs meet a variety of needs including universal design Finishes support durability and low-maintenance for tenant Community space for tenant gatherings Management office on-site with storage Adequate tenant storage 	<p>Design not compatible with local historical design patterns, interior lay-outs not effective use of space</p>	<p>Proposal creates a development that reflects local historical design and efficient interior layouts, with some units universal design, creating a desirable neighborhood</p>	<p>Proposal articulates a compelling development vision that is cost-effective, energy efficient, and has an attractive design, including universal design, and efficient use of interior space</p>
<p>FINANCIAL FEASIBILITY</p>			

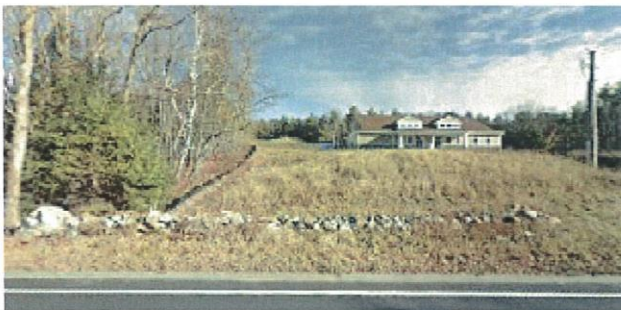
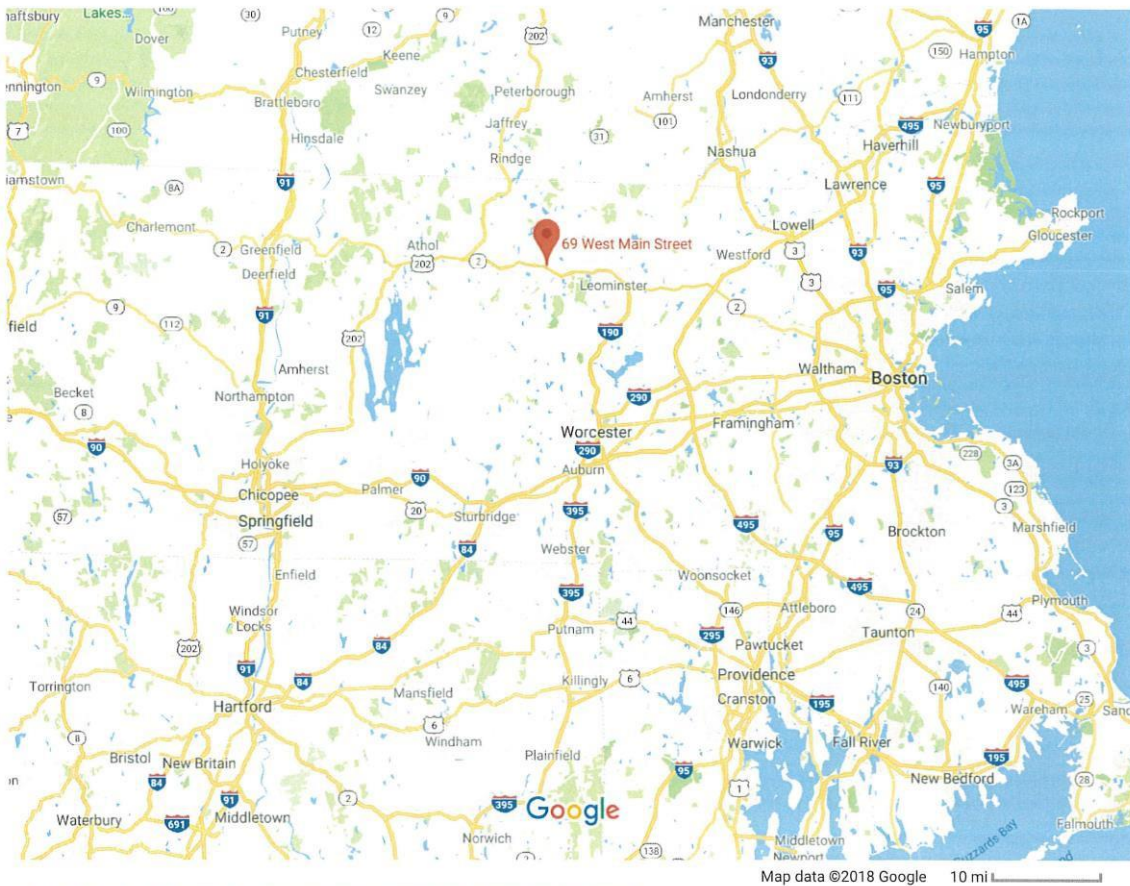
<ul style="list-style-type: none"> • Adequacy of proposed budgets (development and operating) • Appropriateness of rents in relation to market • Track record of securing proposed financing 	<p>Proposal does not demonstrate an understanding of development costs and operating budgets for affordable housing</p>	<p>Proposal contains realistic development and operating budgets and evidence of success in securing necessary financing</p>	<p>Proposal contains realistic development and operating budgets and evidence of a high degree of success in securing necessary financing and other sources of funding.</p>
<p>REFERENCES, SITE VISITS & INTERVIEW</p>			
<ul style="list-style-type: none"> • References – a minimum of three references, • Site visits: the evaluation committee may choose to visit proposers’ completed projects 	<p>Minimum of 3 references not met, or references were poor and/or inadequate. Properties visited were in poor condition. Residents were not pleased.</p>	<p>Strong references reflecting projects came in on time and within budget, good property management structure. Properties visited were in good condition, site layout was efficient, buildings were well designed, and Residents were largely pleased.</p>	<p>Strong references reflecting timely completion, excellent budget control, property management structure excellent and professionalism of developer. Properties visited were in great condition, site layout and landscaping excellent, great building design and use of energy efficient and durable materials. Nearly all residents were pleased.</p>

ATTACHMENT B

5/9/2018

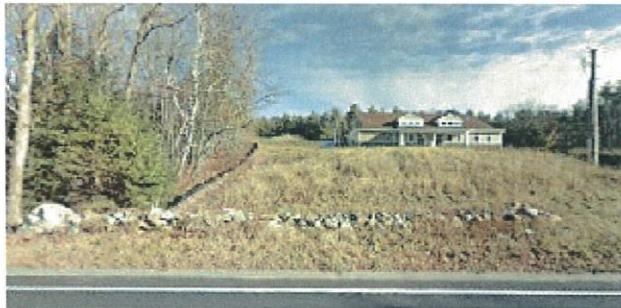
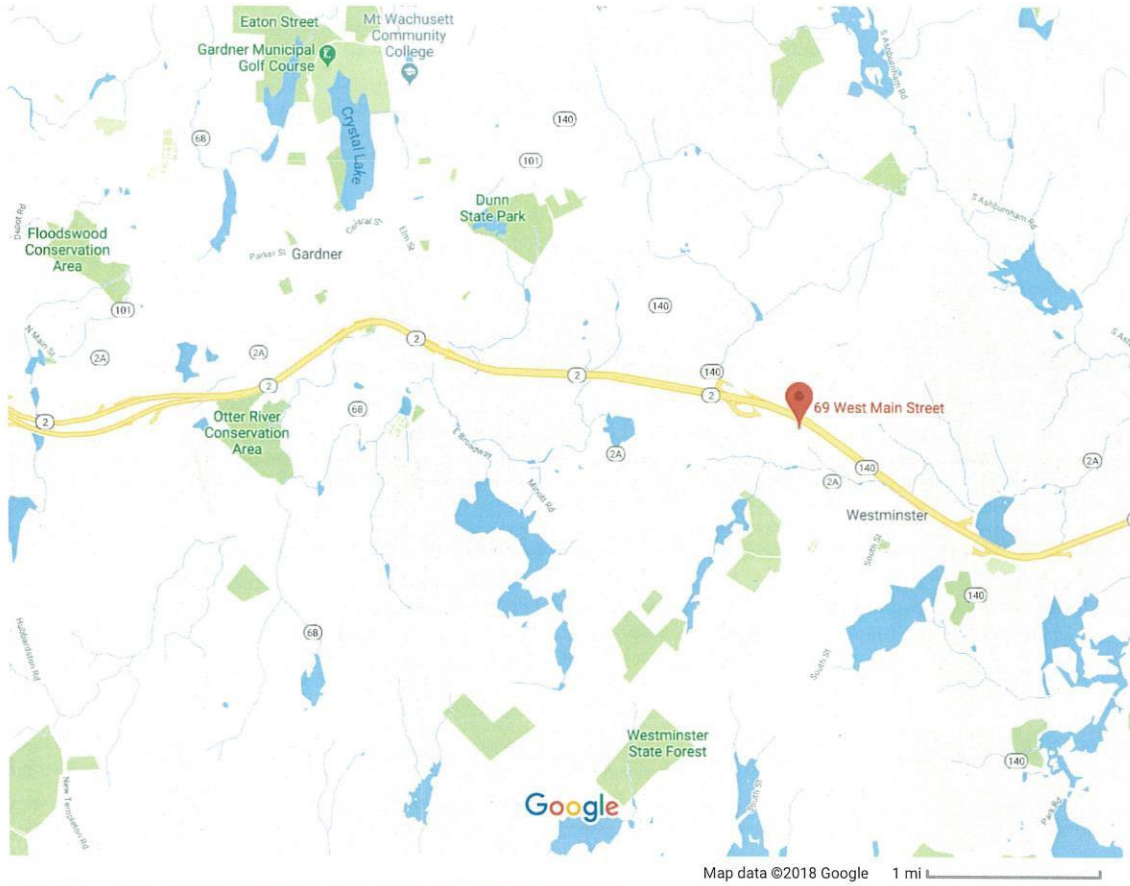
69 W Main St - Google Maps

Google Maps 69 W Main St
Westminster

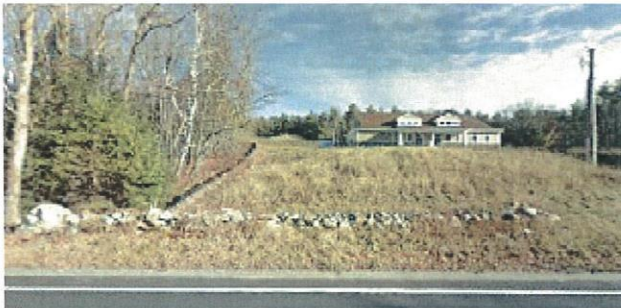
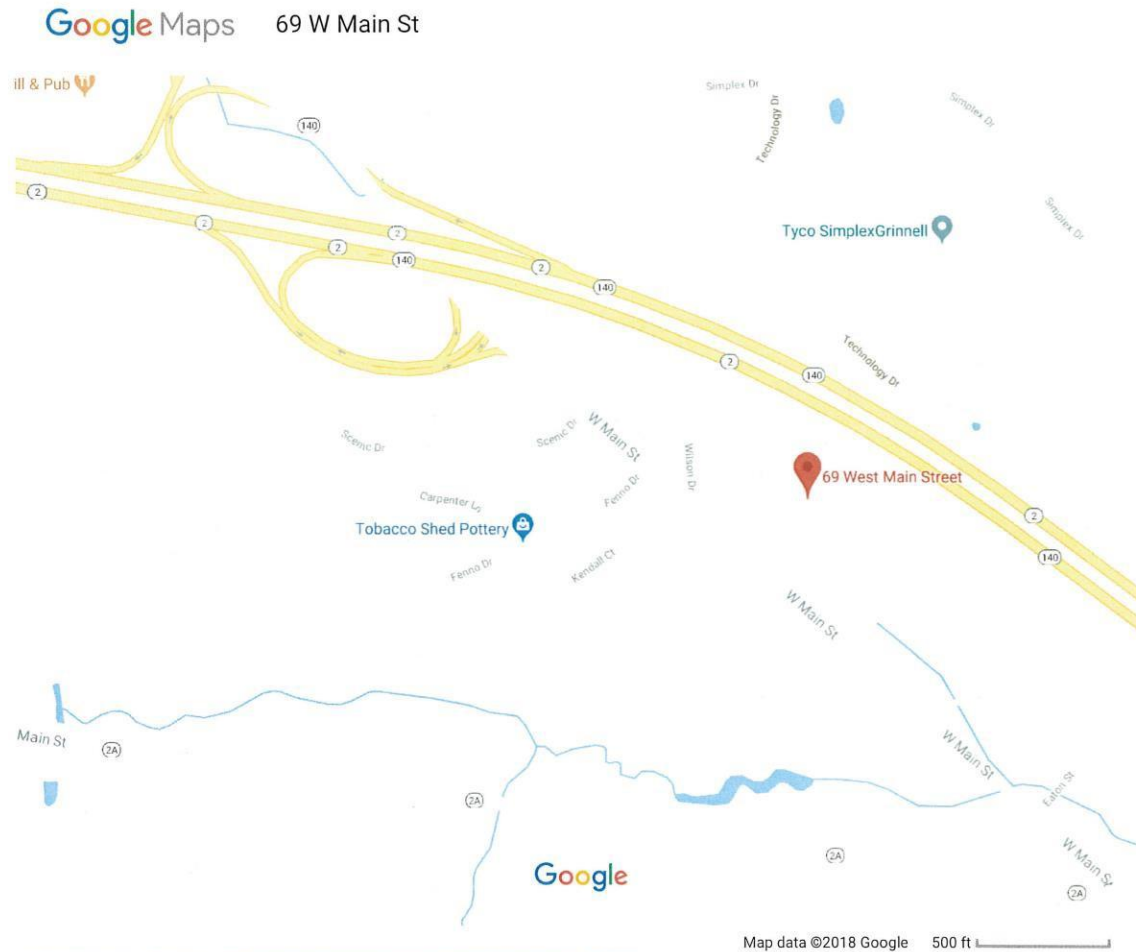


69 W Main St
Westminster, MA 01473

Google Maps 69 W Main St



69 W Main St
Westminister, MA 01473



69 W Main St
Westminister, MA 01473

ATTACHMENT C

2

Bk 5758 Pg 370 #16284
07-05-2005 @ 11:31a

Affected Premises:
69 West Main Street
Westminster, MA

QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS

that I, LAURI M. SIPILA, of Westminster, Massachusetts,

for consideration paid and in full consideration of **THREE HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$350,000.00)**

grant to **THE TOWN OF WESTMINSTER**, a Massachusetts municipal corporation with its principal place of business located at 3 Bacon Street, Westminster, Massachusetts 01473,

with **QUITCLAIM COVENANTS**,

the land in Westminster, Worcester County, Massachusetts, located at 69 West Main Street, and more accurately bounded and described in Exhibit "A" attached hereto and made a part hereof.

Executed as a sealed instrument this 1st day of July, 2005.

Lauri M. Sipila

Witness

Lauri M. Sipila

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 1st day of July, 2005, before me the undersigned notary public, personally appeared Lauri M. Sipila, and proved to me through satisfactory evidence of identification, which was [] a Driver's License [X] Personal knowledge of the signatory's identity [] Other:

_____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Lee T. Halloran

Notary Public

My Commission Expires:

Town of Westminster
3 BACON ST
Westminster MA. 01473
mail



**TOWN OF WESTMINSTER
OFFICE OF THE TOWN CLERK**

Ellen M. Sheehan
Town Hall, 11 South Street
Westminster, MA 01473
(978) 874-7406
FAX (978) 874-7411
E-Mail: esheehan@westminster-ma.gov

VOTE TAKEN AT THE SPECIAL TOWN MEETING NOVEMBER 28, 2017

An affirmative vote was taken at this time to accept the provisions of MGL Chapter 39, Section 15, which allows the Moderator to dispense with a count in matters requiring a two-thirds vote by statute, where the vote is unanimous or clearly overwhelming at this Special Town Meeting.

MOTION TO AMEND ARTICLE 6: Voted to change the name from **Sipila Road** to **Community Way**.

(2/3 vote required and recognized)

ARTICLE 6, Voted to accept Community Way as a public way, as heretofore laid out by the Public Works Commission, which roadway is located on Town-owned land and shown as "Proposed Road" on a plan of land entitled "Proposed Road Layout Plan in Westminster, Mass. Prepared for Westminster Council on Aging", dated November 3, 2017, prepared by Whitman & Bingham Associates, LLC, on file with the Town Clerk.

(2/3 vote required and recognized)

A True Copy, Attest:

Ellen M. Sheehan
Westminster Town Clerk

Westminster Town Report 2007

5-1-07³⁴
ATM

10. Emergency Radio System Operation

All engineer Emergency Radio System Operation requirements must work based on occupancy. Any designed system for communication must take into consideration potential occupant machinery, equipment, storage, etc.

11. Responsibilities

The building owner shall be solely responsible for maintaining the "public emergency radio communication system" and assuring its compliance with the requirements of this by-law. The owner shall maintain a contract with a qualified radio service contractor for all systems that require power, which contract shall provide for next day service for such systems.

To the extent that the owner fails to maintain such systems and/or to ensure compliance of such systems with this bylaw, the town may, after due notice, undertake such repairs to bring such system into compliance with the requirements of this bylaw. Any costs incurred by the town in bringing such systems into compliance with this bylaw shall constitute a municipal lien against such real property.

12. Violations and penalties

Any person violating any provision of this chapter shall be fined not more than \$500 for each offense.

ARTICLE 35. Voted to transfer custody and control of the town-owned property located at 69 West Main Street from the Board of Selectmen, held as general corporate property, to the Board of Selectmen for the purpose of conveying or otherwise disposing of a portion or all of the property, and to authorize the Board of Selectmen to convey such property for construction of affordable senior housing upon such terms and conditions as the Board of Selectmen shall deem advisable.

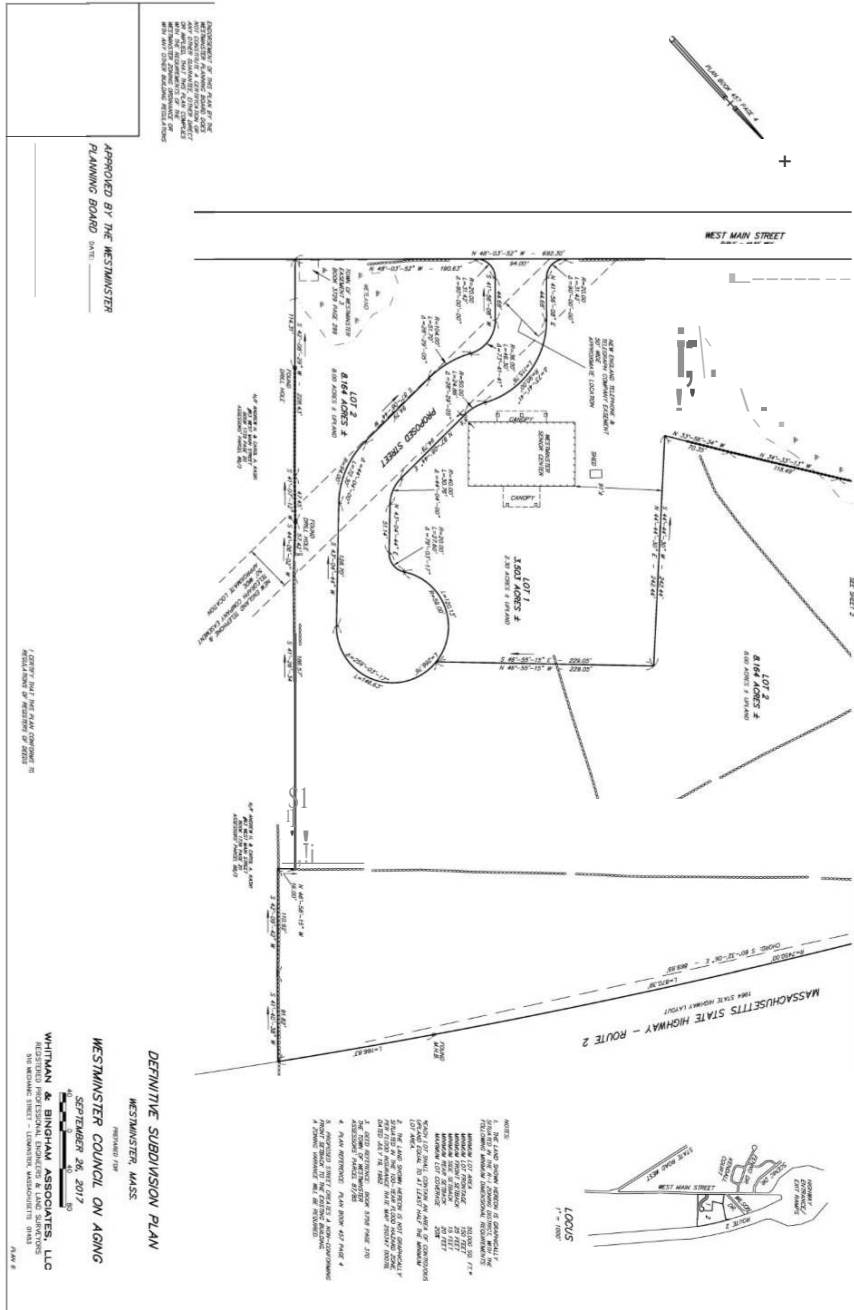
(2/3 vote required)
Unanimous vote

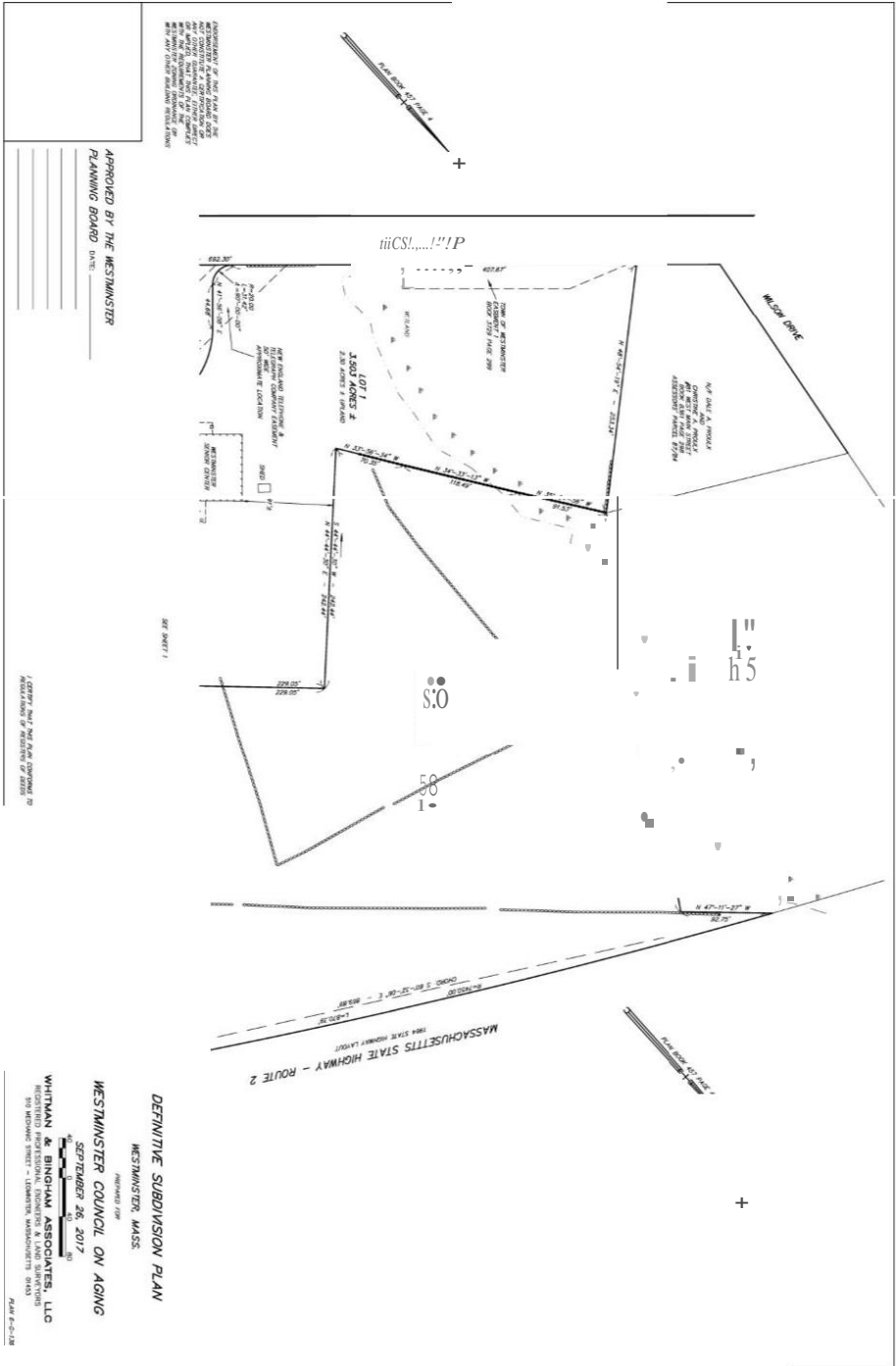
ARTICLE 36. Voted to transfer the care and custody of the property acquired by the Town through tax title containing approximately 37 acres, as identified on Assessors' Map 27, Lot 1, (located in the area of Muddy Pond) from the Board of Selectmen, held as general corporate property, to the Westminster Conservation Commission to be held by the Commission in accordance with M.G.L. c. 40, s. 8C.
(2/3 vote required)
2/3 recognized

The meeting adjourned at 11:19 pm.

Respectfully submitted,
Denise L. MacAloney, CMMC/MMC
Town Clerk

ATTACHMENT D

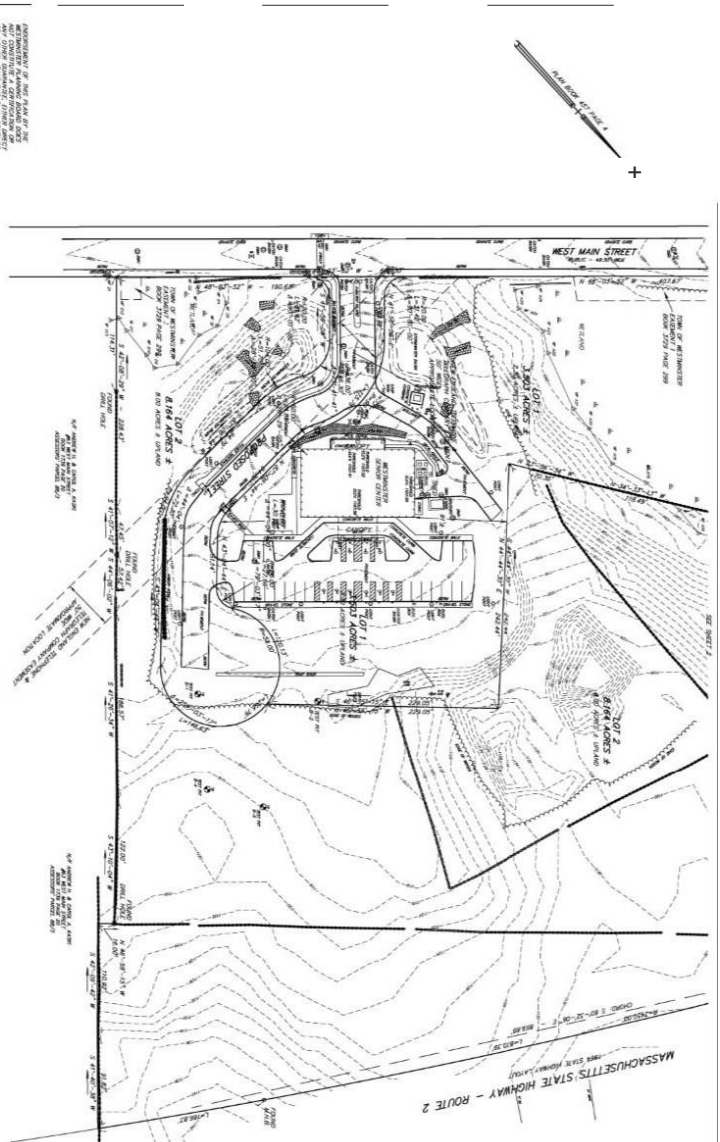




APPROVED BY THE WESTMINSTER
 PLANNING BOARD DATE: _____

APPROVED BY THE WESTMINSTER
 PLANNING BOARD DATE: _____

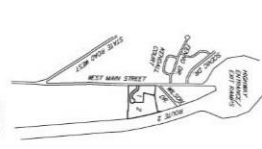
DEFINITIVE SUBDIVISION PLAN
 WESTMINSTER, MASS.
 PREPARED FOR:
 WESTMINSTER COUNCIL ON AGING
 SEPTEMBER 26, 2017
 PREPARED BY:
 WHITMAN & BINGHAM ASSOCIATES, LLC
 300 WASHINGTON STREET - LOWELL, MASSACHUSETTS 01850
 PLAN E-0-118



CONFORMANCE WITH THE PLAN OF THE MASSACHUSETTS PLANNING BOARD AND THE MASSACHUSETTS PLANNING BOARD'S REGULATIONS, THE PLAN OF THE MASSACHUSETTS PLANNING BOARD IS HEREBY SUBMITTED FOR REVIEW AND APPROVAL BY THE MASSACHUSETTS PLANNING BOARD.

APPROVED BY THE WESTMINSTER PLANNING BOARD DATE: _____

I CERTIFY THAT THE PLAN CONFORMS TO ALL REQUIREMENTS OF THE MASSACHUSETTS PLANNING BOARD.

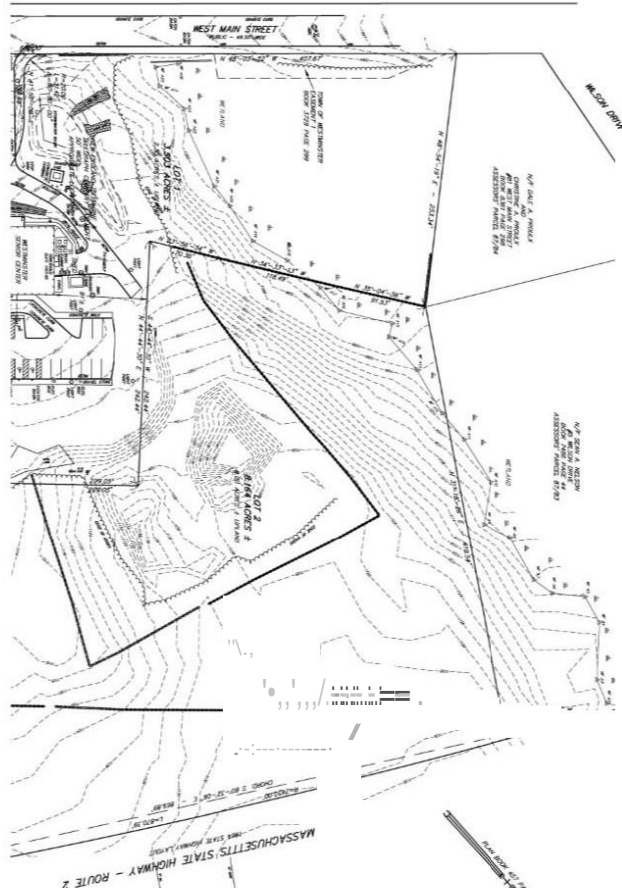


NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 2. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
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DEFINITIVE SUBDIVISION PLAN
 WESTMINSTER, MASS.

WESTMINSTER COUNCIL ON AGING
 SEPTEMBER 28, 2017
 WHITMAN & BINGHAM ASSOCIATES, LLC
 REGISTERED PROFESSIONAL ENGINEERS & LAND SURVEYORS
 100 BROAD STREET - SUITE 200 WESTMINSTER, MASSACHUSETTS 01093
 PLAN P-17-128

CONFORMANCE OF THIS PLAN WITH THE MASSACHUSETTS SUBDIVISION MAPS ACT, CHAPTER 270A, AND THE MASSACHUSETTS SUBDIVISION MAPS REGULATIONS, CHAPTER 930 CMR, IS THE RESPONSIBILITY OF THE SUBMITTER. THE MASSACHUSETTS DEPARTMENT OF CONSUMER AFFAIRS AND TRADE PROTECTION, DIVISION OF CONSUMER AFFAIRS, HAS REVIEWED THIS PLAN AND HAS ISSUED THIS REVIEWED PLAN.



APPROVED BY THE WESTMINSTER
PLANNING BOARD DATE: _____

1. CERTIFY THAT THIS PLAN CONFORMS TO THE REQUIREMENTS OF CHAPTER 270A, MASSACHUSETTS STATUTES AND CHAPTER 930 CMR, MASSACHUSETTS REGULATIONS.

DEFINITIVE SUBDIVISION PLAN
WESTMINSTER, MASS.
PREPARED FOR
WESTMINSTER COUNCIL ON AGING
SEPTEMBER 26, 2017
WHITMAN & BINGHAM ASSOCIATES, LLC
REGISTERED PROFESSIONAL LAND SURVEYORS
501 WINDSOR STREET - WESTMINSTER, MASSACHUSETTS 01095
PLAN F-2-138

ATIACHMENTE



TOWN OF WESTMINSTER
ZONING BOARD OF APPEALS
11 SOUTH STREET
WESTMINSTER, MA 01473

DEC 13 5:58
n

Zoning Board of Appeals
Findings and Decision

Coso Number:	17.07	Owner:	Town of Westminister
Date filed:	September 7, 2017	Location:	69 West Main Street
Appeal Date:	October 19, 2017	Assessor's Map:	Tax Map 87 Parcel 85
Applicant:	Town of Westminister	Zoning District:	Residential
		Decision:	Variance Granted

Findings

On October 19, 2017 at 7 pm in Room 222 of the Town Hall, the Westminister Zoning Board of Appeals held a public hearing on the Petition of the Town of Westminister for a Variance from Section 205. Attachment 2. Land Space Requirements. Property is in an R-1 Zoning District.

The Town of Westminister has the intention of building a senior housing complex behind the Senior Center.

- In order to accomplish this goal, the Town must layout the Senior Center driveway as a Town road.
- Laying out the Senior Center driveway as a Town road will reduce the Senior Center Building non-conforming in terms of the Zoning By-Law's front yard setback requirements for the Residential District.
- The Senior Center setback of 25 feet is required in an R-1 district.
- The function of the lot and driveway cannot be relocated to another portion of the lot and remain in its current location due to such environmental factors as the presence of the driveway.
- The driveway can be located anywhere else than its current location.
- Since the Senior Center driveway has been built thus no change will be made to the driveway. It will now be considered a Town lot for the purpose of providing frontage to the senior housing lot in back.

Through deliberation the Board came to the following conclusion :

- The Senior Center driveway is already built and cannot be moved due to the presence of ledge in front of the property and an existing drainage basin. The lot shape is such that the driveway cannot be located anywhere else than its current location.
- Laying out the Senior Center driveway on a Town road is necessary to provide the senior housing lot with the amount of frontage on a Town road as required by the Zoning Bylaws.
- Without having frontage on a Town road, the senior housing complex cannot be built.
- Accepting the Senior Center driveway on a Town road will render the Senior Center as non-compliant with the front yard setback standard for Residential Zoning District.
- Based on the plan submitted, the Senior Center will only have a front yard setback of eight (8) feet from the Senior Center driveway.

Decision

On October 19, 2017, on a motion made and seconded, the Westminster Zoning Board of Appeals voted unanimously to Grant a Variance from Chapter 205, Attachment 2, Land Space Requirements.



Annie Denault, Chair


Peter Romano


Robin Brasili

ATTACHMENT F

TOWN OF WESTMINSTER SENIOR

HOUSING FEASIBILITY STUDY

TOWN OF WESTMINSTER, MA



STUDY PREPARED BY:

MONTACHUSETT REGIONAL PLANNING COMMISSION



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INTRODUCTION

The Town of Westminster submitted a request for District Local Technical Assistance (DLTA) service from Montachusett Regional Planning Commission (hereinafter the “MRPC”) and the application was approved by MRPC Commissioners and the Commonwealth of Massachusetts in early Spring 2016.

On May 2nd, 2016, an AGREEMENT was made between MRPC and the Town of Westminster (hereinafter the “Community”). MRPC awarded DLTA assistance to the Community to conduct a **Senior Housing Feasibility Study for 69 West Main Street**.

The DLTA program provides technical assistance at no cost to the Town of Westminster and is funded through the Massachusetts Department of Housing and Community Development (DHCD). The DLTA program was established by Chapter 205 of the Acts of 2006, which enables staff of Regional Planning Agencies (RPAs) such as MRPC to provide technical assistance to communities for “any subject within regional planning expertise”. MRPC is a unit of regional government created under the General Laws (MGL Chapter 40B, Sections 1-8). Regional planning commissions (agencies) provide planning advisory services and technical assistance to its 22 member communities.

SCOPE OF WORK

The following is a Senior Housing Feasibility Study for 69 West Main Street in Town of Westminster, Massachusetts. The purpose of this study is to use GIS data and site investigations prepared by Reinhardt Associates as part of the 2013 Senior Center building project to identify the current constraints on the land for developing senior housing units and provide an estimate of projected senior units for the study area based on the Westminster Zoning Bylaw’s Apartment provision (Section 205-37). Also, document and assess the need for senior housing in Westminster and the surrounding area using census data and senior housing waiting lists for other senior housing developments. The scope also included the parcel/lot analysis for the net usable and buildable lot area with the number of units that site can accommodate.

ANALYSIS REGION/CITY

ANALYSIS SENIOR PROFILE

SUMMARY

The 2010 U.S. Census recorded 7,277 residents in Town of Westminster, a 5.3% increase in its population from the year 2000. Table 1 shows population by age changes from 2000 to 2010. Age group that saw the highest increase is 55 to 64 years with an increase of 101.72% suggesting a strong need for Senior Housing in Town of Westminster.

Table 1: Westminster: Population by Age; Census 2000 and 2010

Age	Census 2000		Census 2010		Change from 2000 to 2010
	Population	Percent	Population	Percent	
Under 18 years	1,850	26.8%	1,717	23.6%	
18 to 24 years	419	6.1%	528	7.3%	
25 to 44 years	1,997	28.9%	1,655	22.7%	
45 to 54 years	1,308	18.9%	1,372	18.9%	
55 to 64 years	580	8.4%	1,170	16.1%	
65 to 74 years	402	5.8%	468	6.4%	
75 to 84 years	279	4%	259	3.6%	
85 years and over	72	1%	108	1.5%	

Source: U.S. Census Bureau, Census 2000 and 2010

In terms of regional age distribution and trends, the population is aging, consistent with the state and nation. As indicated in Table 2, in 2000 and 2010, population for age groups 45-64 and more than 65 years old has increased in neighboring comparable towns. Average increase in Town of Westminster and neighboring towns is 48% for age group 45-64 years old and 26% for ages 65 and higher.

Table 2: Population by Age: 45-64 and over 65 years old; Census 2000 and 2010; Westminster and Surrounding Towns

Town	Census 2000		2010		% Change from 2000 to 2010	Population 65 years and over
	Population 45-64 Years	Population 65 years and over	Population 45-64 Years	Population 65 years and over		
Westminster	1,888	753	2,542	835	34.64	10.89
Ashburnham	1,360	492	2,039	595	49.93	20.93
Ashby	2,424	1,129	3,458	1,384	42.66	22.59
Fitchburg	7,496	5,713	9,939	5,001	32.59	-12.46
Gardner	4,302	3,341	5,847	2,986	35.91	-10.63
Hubbardston	885	271	1,540	411	74.01	51.66
Leominster	8,800	5,633	11,643	5,787	32.31	2.73
Lunenburg	2,524	1,129	3,458	1,384	37.00	22.59
Princeton	1,004	286	1,418	398	41.24	39.16
Templeton	1,627	875	2,475	1,108	52.12	26.63
Massachusetts	1,419,760	860,162	1,815,804	902,724	27.90	4.95

Over the course of the past decade the Town of Westminster's senior population has been increasing at a much greater rate than the general population. The Westminster Council of Aging (COA) has provided figures of senior population levels (COA defines a senior resident who is 60 years old or older) within the Town from a period of 2006 to 2016 (see Table 3).

Between 2006 and 2016, the growth of senior population was 52.74%.

Table 3: Town of Westminster Senior Population Trends

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2006 - 2016 % Change
60+ years	1,293	1,366	1,461	1,523	1,578	1,521	1,521	1,671	1,732	1,871	1,975	52.74%

Source: Westminster Council of Aging

As a comparison, the following table (Table 4) lists the Senior Living Facilities in Westminster and the neighboring comparable towns. It should be noted here that Wellington Elderly Housing in Westminster is full and has a 2-3 year waiting list.

Table 4: Senior Living Residences in Montachusett Region

Town/City	Name of Residence	Address	# Units	Waiting List	Available	Apartment Style or Bedroom Style?	Type
Athol	Morton Meadows	21 Morton Meadows	28	2 years or more	-	-	Elderly/ Disabled Low Income Housing
Athol	Lakeside Apartments	Gibson Drive	50	2 years or more	-	-	Elderly/ Disabled Housing
Clinton	Corcoran House	40 Walnut Street	42	30-60 days	-	Studio Apartments	Assisted Living
Fitchburg	The Gables of Fitchburg	935 John Fitch Highway	47	-	3	Studio and One-Bedroom Apartments	Assisted Living
Fitchburg	Woodland Estates	1341 Rindge Road	54	10-12 weeks	-	New Double Wide Mobile Homes	Retirement Community
Fitchburg	The Highlands	335 Nichols Rd	4	-	2	-	Assisted Living
Hubbardston	Hubbardston House Apartments	1 Old Princeton Road Cut-Off	36	23 people on waiting list	-	-	Senior and Accessible Housing and Senior Supportive Housing
Leominster	Benchmark Senior Living at Leominster Crossings	1160 Main Street	62	-	3	Studio and Two-Bedroom Apartments	Assisted Living/ memory care
Leominster	Manor on the Hill	450 North Main Street	81	-	-	-	Assisted Living
Leominster	Sunrise of Leominster	6 Beth Avenue	70	-	1	Studio, One-Bedroom and Two-Bedroom	Assisted Living
Leominster	Village Rest Home (Residential Care Facility)	446 Main Street	25	-	2	-	Assisted Living
Townsend	Townsend Woods	70 Dudley Road	36	About 5 years	-	One-Bedroom Apartments	Senior Housing
Westminster	Wellington Elderly Housing	5 Meetinghouse Road	30	About 2-3 years	-	One-Bedroom Apartments	Senior Housing

CURRENT CONSTRAINTS ON LAND

There are no natural constraints on land for 69 West Main Street, Westminster.

*Based on the Westminster Zoning Bylaw's Apartment provision, **Zoning Constraints** on land are as follows –*

A. Site Plans

Minimum frontage: 400 feet.

Minimum setback: 50 feet.

Minimum side and rear yards: 50 feet.

Minimum lot: five acres.

Maximum building and parking coverage: 40%, exclusive of recreational buildings and facilities.

Maximum building coverage: 20%, exclusive of recreational buildings and facilities.

The following lot area shall be provided: For each unit containing one bedroom or less: 4,000 square feet.

No parking shall be allowed within 35 feet of any lot line, and parking areas shall be attractively landscaped.

No building shall be located within 100 feet of any existing single- or two-family dwelling, and adequate landscaping in the form of trees shall be planted between the building and the single- or two-family dwelling.

B. Minimum habitable floor space

One-bedroom units: 550 square feet

C. A minimum of 25% of the units constructed under this section shall be set aside as deed restricted affordable housing units or affordable rental units in perpetuity as defined by the Department of Housing and Community Development.

Please see Appendix A for a letter from Town of Westminster Building Commissioner.

NUMBER OF UNITS

The unit yield under zoning would be 69 units but we will have to take about 14,000 square feet from the Senior Center lot to build the 72 units that the Town has planned to build.

PROPERTY LINE

Map M-1 shows the Senior Center building project by Reinhardt Associates. The PDF drawings for Senior Center building project were provided by Karen Murphy's office.

At our meeting on June 28th, 2016, Stephen Wallace, Town Planner, provided the paper drawings for the Senior Center. The PDF drawings were provided by Stephanie Lahtinen, Executive Assistant to the Town Administrator and Board of Selectmen. These PDF drawings have been used as a base to determine the placement for Senior Center and property line for Senior Housing.

As told by Stephen Wallace, the edge of the gravel parking for the Senior Center marks the property line for the Senior Housing.

Map M-2 shows the Senior Center parcel analysis with the Orthographic photo.

SENIOR HOUSING PARCEL ANALYSIS

TOTAL LOT AREA

The total lot area for the Senior Housing parcel is 6.3 acres.

NET USABLE LOT AREA

The Net Usable Lot Area was calculated by deducting the front, side and rear setbacks of 50 feet and 100 feet setback from the house on the eastern side of the lot. The Net Usable Lot Area is 3.91 acres.

Map M-3 shows the Senior Housing parcel with Net Usable Lot Area of 3.91 acres, the front, side and rear setbacks of 50 feet and 100 feet setback from the house on the eastern side of the lot.

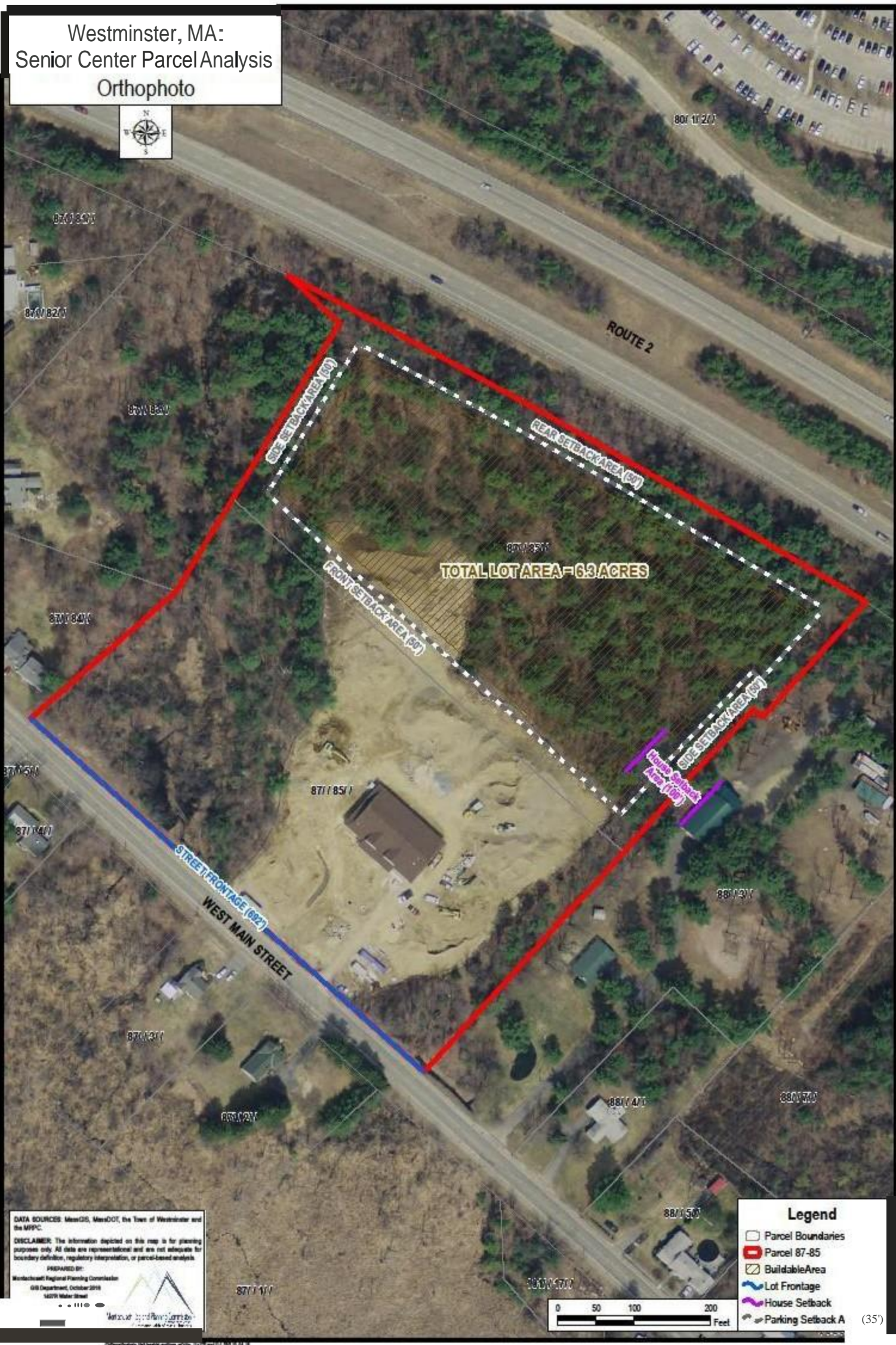
BUILDABLE LOT AREA

The Buildable Lot Area for the Senior Housing parcel is 40% of the Total Lot Area, which is 1.955 acres.

Map M-4 shows the Senior Housing parcel with Buildable Lot Area, which is 40% of the Total Lot Area.

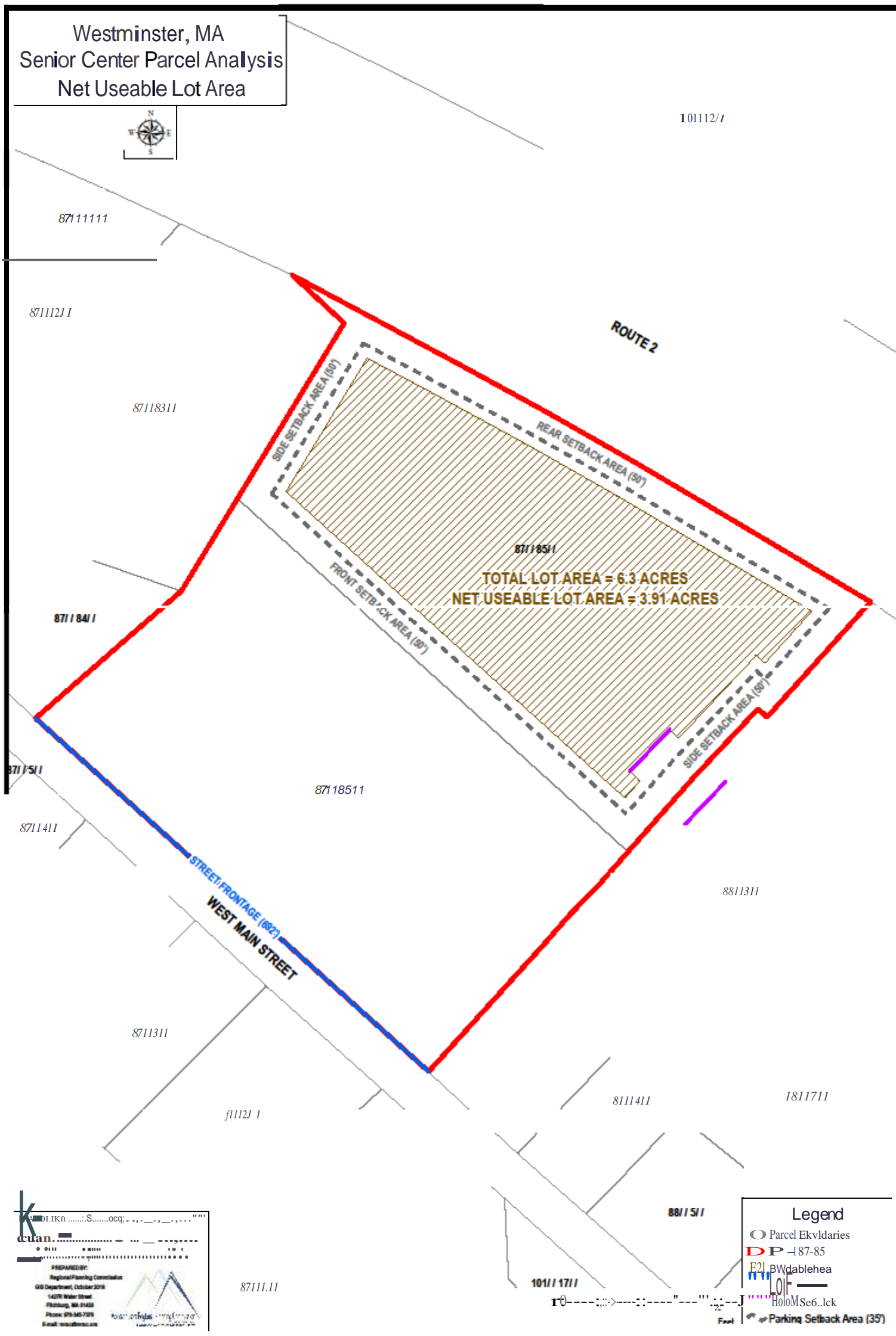


Map 1: Map showing 2013 Senior Center building project by Reinhardt Associates



Map 2: Map showing an Orthographic photo with site boundaries

Map 3: Map showing Total Lot Area and Net Usable Lot Area



Map 4: Map showing Total Lot Area showing Buildings accommodating 72 Senior Housing Units



SENIOR HOUSING BUILDING SIZE

According to the *Westminster Zoning Bylaw's Apartment provision*, minimum habitable floor space for one-bedroom units must be 550 square feet. Stephen Wallace recommended to use 650 square feet as the size per unit. Table 5 shows that the Total Area for 72 units at Unit size of 650 square feet is 46,800 square feet. To accommodate three buildings, each building size would be 15,600 square feet. Map M-4 shows the three buildings of size 15,600 square feet with two stories. It also shows parking in grey within the 40% buildable lot area.

Table 5: Senior Housing Building Size

	Size (square feet)	# of Units	Total Area (square feet)	Area per Building	Area per Floor
One-Bedroom Unit Size	550	72	39,600	13,200	6,600
One-Bedroom Unit Size	650	72	46,800	15,600	7,800

POTENTIAL IMPACTS

This section assesses the potential impacts of the estimated amount senior units would have on the area including estimated vehicle trip, estimated water consumption, and estimated wastewater generation.

Estimated Vehicle Trip

Table 6 shows comparison of trip rates for Senior Housing (attached). The Institute of Transport Engineers (ITE) weekday average trip rate and total ITE rates are higher than the weekend rates.

Comparison of Trip Rates for Elderly Housing - Attached

ITE LAND USE CODE 253 ELDERLY HOUSING - ATTACHED

Trip Basis		Unit	ITE Trip Rates Average	Number of Units	Total ITE Rates
Weekday	Daily	Occupied Dwelling Unit	3.48	72	250.56
Saturday	Daily	Occupied Dwelling Unit	2.51	72	180.72
Sunday	Daily	Occupied Dwelling Unit	2.7	72	194.4

Source: Trip Generation Study October 2010 by Southern New Hampshire Planning Commission

Estimated Water Consumption

Table 7 shows Estimated Water Demand for Senior Housing with a total estimate of 14,040 gallons per day for 72 units.

Table 7: Estimated Water Demand

	# of Units	Rate (gpd/unit)	Total (gpd)
One-Bedroom Unit Size	72	195	14,040
Total Project Wastewater Generation			14,040

Notes: gpd = gallons per day

Estimated Wastewater Generation

Table 8 shows estimated wastewater generation for Senior Housing with a total estimate of 11,520 gallons per day for 72 units.

Table 8: Estimated Wastewater Generation

	# of Units	Generation Rate (gpd/Unit)	Total (gpd)	Total (mgd)	Total (gpy)
One-Bedroom Unit Size	72	160	11,520	0.01152	4,204,800
Total Project Wastewater Generation			11,520	0.01152	4,204,800

Source: City of Los Angeles, Bureau of Sanitation Sewage Generation Factors

Notes: gpd = gallons per day, mgd = million gallons per day, gpy = gallons per year

NEXT STEPS

Next steps for the Town of Westminster are:

- *Hold one Public/Community Outreach Meeting to present the draft study and obtain community input.*
- *Also, complete Request for Proposal (RFP) to engage an appropriate entity to develop the site including the possibility of pursuing this project as a Local Initiative Project (LIP).*

APPENDIX A



*Town of Westminister
Building Department*

11 South Street
Westminister, MA 01473

Paul R. Blanchard
Building
Commissioner

Phone: 978-874-7407
Fax: 978-874-7462
Email: p_bJanchar@westmim

November 8, 2016

Stephan Wallace
Town Planner
Town of Westminister

RE: Senior Housing on Land Behind Senior Center.

To Whom It May Concern

I have been asked to determine the number of housing units could be constructed on a parcel of land to be created behind the Senior Center.

After a review of the Town's Zoning Bylaws I make the following determinations:

The property known as 69 West Main Street (Assessors Map 87 Parcel # 85) lies within the Residential 1 (R1) Zoning District

Under Town of Westminister Zoning Bylaws Section 205
attachment 1 Table of use Regulations

A. Residential Uses

(4) Apartments (see Article IX) Requires Special Permit (SP) Residential 1
(R1) Zoning District

Under Town of Westminster Zoning Bylaws Section 205-37

- 1) Minimum Frontage required 400 Feet (on an approved Town road)
- 2) Minimum five (5) acer lot.
- 3) Maximum building and parking coverage; 40 %.
- 4) Maximum building coverage ; 20% .
- 5) Required lot area formulated at 4000 square feet for each 1 bedroom unit
this calculation is to be calculated from the minimum area requirement
and not in addition too.
- 6) The number of total units is driven by the total number of square feet of land area
available when the new lot is created. Square feet available divided by 4000 square
feet with the minimum of five (5) acers lot required .

. If you have any questions, comments and/or concerns please feel free to contact me.



Paul R. Blanchard Building
Commissioner/ Zoning
Enforcement officer

**ATTACHMENT G
SAMPLE DEVELOPMENT
AGREEMENT**

This Development Agreement (this "Agreement") is made as of this ____ day of _____, 2018, by and between XYZ corporation, a Massachusetts corporation, having a place of business at 123 Main Street, anywhere MA 02601 ("Developer") and the Town of _____, public body corporate and politic organized under the laws of the Commonwealth of Massachusetts, having a place of business at _____, MA ("Town").

Recitals

A. Town is the owner in fee simple of certain property known as _____ located on _____, _____ MA ("Property"). The Property contains _____. Town wishes to develop [*a portion of*] such Property as affordable rental housing. Town has determined that it can best accomplish this purpose by engaging a private developer to develop, construct and operate such housing while Town maintains long-term site control [*if long-term lease*].

B. On or about, _____, Town issued a request for proposals in connection with the contemplated development, construction and operation of at least ____ units of affordable rental housing on [*a portion of*] the Property. On or about, _____ Developer submitted a proposal (the "Proposal") to develop, construct and operate residential units, including ___-bedroom units and ___-bedroom units, and associated site improvements and open space to be developed on [*a portion of*] the Property as generally described in the Proposal which is attached as Exhibit A and incorporated herein by reference and otherwise in accordance with this Agreement (the "Project"). On or about, Town designated Developer as the developer for the Project.

C. Town and Developer desire to enter into an agreement pursuant to which Developer will develop, construct and operate the Project on [*a portion of*] the Property, [*such portion*] to be determined by the parties in accordance with this Agreement as set forth below.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article 1. Site Control; Ground Lease; Developer Fee, Etc.

1.1 Determination of Project Site. The parties agree that the Project shall be located on _____ acres of the unimproved portion of the Property with exact boundaries as delineated in the attached property site plan (and/or) survey ("Project Site").

1.2 Ground Lease of Project Site. At such time as Developer is ready to close on its construction financing for development of the Project, Town and Developer shall enter into a mutually agreeable ground lease ("Ground Lease"), substantially in the form attached hereto as Senior Housing, 69 West Main Street, Westminster.- Request for Proposals Final

Exhibit C, pursuant to which Town will lease the Project Site to Developer for a term of ninety-

nine (99) years and otherwise on terms consistent with this Agreement. The Ground Lease shall be on a “triple net” basis, with all costs and expenses, including taxes and insurance, paid by tenant. Rent under the Ground Lease shall consist of a payment of \$__per year and a payment of \$_____upon the permanent loan closing. If and when executed, the Ground Lease shall supersede this Agreement in its entirety.

1.3 Developer Right of Entry. Town grants to Developer, its agents, employees, subcontractors, and their agents and employees, a license to enter onto the Property for the purpose of investigating site conditions including, without limitation, surveying, conducting soil tests or borings, and conducting other investigations or engineering tests. Any such entry shall be done at Developer’s sole cost and expense, and at Developer’s sole risk. Developer agrees to indemnify, defend, and hold harmless Town and its employees and agents, from and against any cost, expense, claim or liability arising from any such entry onto the Property by Developer, its agents, employees or subcontractors. Developer agrees that it shall conduct all such tests and investigations in a manner which will cause as little damage as possible to the Property, and in the event of any such damage, shall promptly repair and restore the same at its sole cost and expense. Developer agrees further that all such tests and investigations will be conducted in compliance with all applicable laws and regulations.*[with due respect for the privacy and safety of residents of the Property, and consistent with any applicable notice provisions of Town’s leases with residents of the Property.]*

1.4 Developer Fee and Overhead. Developer shall be entitled to receive a developer fee and reimbursement for developer overhead in connection with the Project in such amounts and paid on such schedules as approved by the Department of Housing and Community Development. In no event shall payment of any part of such amounts be an obligation of Town.

Article 2. Development of Project; Affordability; Term of Agreement.

2.1 The Project. Subject to the Requirements (defined below), Developer shall have responsibility for all aspects of the design, development, construction and operation of the Project.

2.2 Affordability. _____% of the dwelling units at the Project shall be affordable to households earning of or less of the median family income for the [_____] Standard Metropolitan Statistical Area, adjusted for family size.

2.3 Development Costs. It is understood and agreed that Developer shall receive the Project Site in an “as is” condition and shall bear all costs associated with the Project as contemplated hereunder. Town will pay its own legal fees in connection with preparation and negotiation of this Agreement and the Ground Lease.

2.3 Term of Agreement. In the event that the Developer has not closed on its construction financing for development of the Project by _____ this Agreement upon written notice to the other party.

either party may terminate

**Article 3.
Respective
Responsibilities of
Parties.**

3.1 Responsibilities of Developer. All aspects of the development of the Project as a financially feasible project shall be the sole responsibility of Developer, it being understood that Developer shall only be responsible for the construction and operation of the Project to the extent Developer timely receives all funding, permits and approvals contemplated in the Proposal or this Agreement or otherwise necessary for the Project. Items a,b,c below are required for documentation that the Developer is diligently pursuing his obligations to the Town as further detailed in Article 5.1.1. Specific Developer responsibilities include, without limitation, the following:

(a) Developer shall provide Town on a timely basis with all information with regard to Developer's activities which Town reasonably requests.

(b) Developer shall select, coordinate, direct and manage the Project development and construction teams identified in the Proposal. Upon request, Developer shall provide Town with contractors' names and contact information.

(c) Developer shall apply for, secure, and enter into all necessary Project financing and subsidy arrangements. Developer shall keep Town fully informed of all applications for government assistance and public or private financing with respect to the Project and upon request shall provide HA with copies of formal submissions.

(d) Developer shall obtain hazard and liability insurance reasonably satisfactory to Town.

(e) Developer shall use diligent efforts to adhere to the Project Development Schedule attached as Exhibit B.

(f) Developer shall comply with all the Requirements (defined below), and shall obtain all necessary governmental consents and approvals, including, as applicable, a comprehensive permit pursuant to M.G.L. Ch. 40B or any other zoning approvals, a building permit and other municipal, state or federal permits.

(g) Developer shall prepare and follow an affirmative fair housing marketing plan in compliance with DHCD's Affirmative Fair Housing Marketing Plan Guidelines for the Project. Such plan shall be submitted to Town for review prior to implementation.

(h) Developer shall manage and supervise the construction of the Project in accordance with the terms of the Ground Lease.

3.2 Responsibilities of Town. The following matters shall be the primary responsibility of Town:

(a) Town shall review on a timely basis any matter submitted to it for review or approval and advise Developer of approval or denial, and (if relevant) of its reasons for denial.

(b) Town shall provide reasonable support for the Project with local, state, and Federal agencies, lenders, and other applicable parties. Town shall provide reasonable assistance requested by Developer in obtaining licenses, approvals, clearances, the comprehensive permit and other permits, or other cooperation from local, state, and Federal agencies and officials and from local governing bodies

Town will cooperate with Developer in pursuing any real estate tax exemptions and abatements that may be available for the Project.

3.3 Responsibilities of Both Parties.

(a) If resources anticipated by the parties for the Project become unavailable, or for any reason the Project ceases to be feasible, including, without limitation, due to engineering constraints of the Property, Town will work with Developer, both acting in good faith, to develop changes or alternate plans which accomplish the original goals set forth in this Agreement to the maximum extent possible given available resources, which changes may include a reduction in the number of the units in the Project or a change in affordability levels. In the event that the parties, using good faith, are either unable to identify feasible changes or alternate plans or to agree upon proposed changes or alternate plans within six (6) months after the need for changes or alternate plans has been identified, either party may terminate this Agreement upon written notice to the other party.

Article 4. Plans: Project Development Schedule

4.1 Plans. The development and construction of the Project shall be in substantial compliance with the RFP and such site plans, concept plans, plans and specifications and the like, approved pursuant to this Agreement by the parties ("Plans"), unless changes are agreed upon in writing by the parties. In addition, Plans shall comply with all applicable Town of _____ bylaws, regulations and processes ("Local Bylaws") (the Approved Plans and Local Bylaws, collectively, the "Requirements").

4.2 Project Development Schedule. Attached hereto as Exhibit B is the Project Development Schedule, including proposed dates for performance of certain milestones.

Article 5. Default: Remedies.

5.1 Default by Developer. The occurrence of any of the following events shall constitute an event of default ("Event of Default") under this Agreement by Developer:

5.1.1 If Developer fails to diligently prosecute the development and construction of the Project in accordance with this Agreement or to observe or perform in any material respect any covenant, condition, agreement or obligation hereunder and shall fail to cure, correct or remedy such failure within thirty (30) days after the receipt of a written notice thereof, unless such failure cannot be cured by the payment of money and cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if Developer proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof, but in no event shall such extended cure period extend beyond ninety (90) days;

5.1.2 If Developer shall be adjudicated bankrupt or be declared insolvent under the federal bankruptcy code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts (hereinafter collectively “Bankruptcy Laws”) or if Developer shall (a) apply for or consent to the appointment of, or the taking of possession by, or any receiver, custodian, trustee, United States Trustee, or liquidator (or other similar official) of Developer or of any substantial portion of Developer’s property, or (b) generally not pay its debts as they become due, admit in writing its inability to pay its debts generally as they become due, or (c) make a general assignment for the benefit of its creditors, or (d) file a petition commencing a voluntary case or seeking to take advantage of any Bankruptcy Law; or

5.1.3 If an order for relief against Developer shall be entered in any involuntary case under any Bankruptcy Law, or if the petition commencing an involuntary case against Developer or proposing reorganization of Developer under any Bankruptcy Law shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within sixty (60) days after filing, or if a proceeding or case shall commence in any court of competent jurisdiction seeking aid or liquidation, the organization, dissolution, winding up or adjustment of debts of Developer, or the appointment of a receiver, custodian, trustee, United States Trustee, or liquidator or (other similar official) of Developer or of any substantial portion of Developer’s property, or any similar relief as to Developer pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving any or ordering any of the foregoing shall be entered and continued unstayed and in effect for thirty (30) days.

5.2 Remedies for Town. If there is an Event of Default by Developer, Town may, in addition to any and all other remedies available to it at law or in equity terminate this Agreement upon written notice to Developer.

5.3 Default by Town. The occurrence of any of the following events shall constitute an Event of Default by Town hereunder:

5.3.1 If Town fails in any material respect to observe or perform any covenant, condition, agreement or obligation hereunder, and shall fail to cure, correct or remedy such material default within thirty (30) days after the receipt of written notice thereof, unless such failure cannot be cured by the payment of money and cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if the Town proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof, but in no event shall such extended cure period extend beyond ninety (90) days;

5.3.3 If Town shall be adjudicated bankrupt or be declared insolvent under any Bankruptcy Laws or if Town shall (a) apply for or consent to the appointment of, or the taking of possession by, or any receiver, custodian, trustee, United States Trustee, or liquidator (or other similar official) of Town or of any substantial portion of HA’s property, or (b) generally not pay its debts as they become due, admit in writing its inability to pay its debts generally as they become due, or (c) make a general assignment for the benefit of its creditors, or (d) file a petition commencing a voluntary case or seeking to take advantage of any Bankruptcy Law; or

5.3.4 If an order for relief against Town shall be entered in any involuntary case under any Bankruptcy Law, or if the petition commencing an involuntary case against Town or

proposing reorganization of Town under any Bankruptcy Law shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within sixty (60) days after filing, or if a proceeding or case shall commence in any court of competent jurisdiction seeking aid or liquidation, the organization, dissolution, winding up or adjustment of debts of Town, or the appointment of a receiver, custodian, trustee, United States Trustee, or liquidator or (other similar official) of Town or of any substantial portion of Town's property, or any similar relief as to Town pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving any or ordering any of the foregoing shall be entered and continued unstayed and in effect for thirty (30) days.

5.4 Remedies for Developer. If there is an Event of Default by Town, Developer may, in addition to any and all other remedies available to it at law or in equity terminate this Agreement upon written notice to Town.

Article 6. Miscellaneous.

6.1 Integration. This Agreement expresses the entire agreement of the parties, and supersedes and replaces any prior agreements of the parties, written or oral.

6.2 Applicable Law. This Agreement shall be construed under the laws of the Commonwealth of Massachusetts.

6.3 Amendment. This Agreement may be amended only by a written instrument, executed by the party to be charged therewith.

6.4 Notices. Whenever, by the terms of this Agreement, notice or any other communication shall or may be given, such notice or communication shall be in writing and shall be deemed given upon the earlier of (i) actual receipt by the party to whom addressed or by such party's agent or employee, (ii) two business days after being deposited in the U.S. mail, registered or certified mail, postage prepaid, or (iii) one business day after being delivered to a so-called "overnight" mail service with 1-day service, in any event addressed as follows:

If to Town, to:

Town Administrator,
Anywhere, MA 01111

If to Developer, to:

XYZ corporation,
460 Main Street
Anywhere, MA 02222
Attn: _____, Project Manager

and a copy to:

Attorney
ABC LLP
123 Main Street
Boston, MA 02122

6.5 Approvals and Consents. Where the approval or consent of either party is required, such approval or consent shall not be unreasonably withheld, conditioned or delayed. All approvals and consents shall be requested and provided in writing. Any denial of an approval or consent shall be in writing and shall contain a clear and full statement of the reasons for the denial. Unless otherwise specifically provided in this Agreement, if approval or consent is requested pursuant to the notice procedures set forth in this Agreement and if no response is received within fourteen (14) days of the notice, the approval or consent shall be conclusively deemed granted. Any such approvals or consents to be deemed granted after a period of non-reply shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

**“NOTICE: THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE
REPLY. FAILURE TO RESPOND WITHIN _____ DAYS SHALL RESULT IN
AUTOMATIC APPROVAL.”**

6.6 Reliance by Developer. Town acknowledges that Developer intends to rely on this Agreement and further agrees Developer may rely on this Agreement to establish to third parties that it will have site control of the Project Site in order to qualify for financing and obtain other approvals for the Project.

6.7 Prohibition on Assignment. This Agreement may not be assigned or transferred by Developer without the written consent of Town.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement under seal as of the date and year first written above.

XYZ corporation

By: _____
_____, Chief Executive Officer

Town

By: _____
_____.

List of Exhibits:

- Exhibit A Proposal
- Exhibit B Draft Project Development Schedule
- Exhibit C Ground Lease

Exhibit A
Proposal

Exhibit B
Draft Project Development Schedule

Exhibit C Ground Lease

ATTACHMENT H Certificate

of Non-Collusion

The undersigned certifies under penalties of perjury that this bid 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

Date

Signature of Authorized Agent

Printed Name of Authorized Agent

ATTACHMENT I

Tax Compliance Certificate

Pursuant to M.G.L., Chapter 62C, sec. 49A, the individual executing this proposal certifies, under pains and penalties of perjury, that to the best of his/her knowledge and belief the Proposer has complied with all of the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Name of Proposer: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT J

[To be completed prior to conveyance]

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property:

(2) Type of Transaction, Agreement, or Document:

(3) Public Agency Participating in Transaction:

(4) Disclosing Party's Name and Type of Entity (if not an individual):

(5) Role of Disclosing Party (Check appropriate role):

____ Lessor/Landlord ____ Lessee/Tenant

____ Seller/Grantor ____ Buyer/Grantee

____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (**attach additional pages if necessary**):

NAME

RESIDENCE

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert “none” if none):

None

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

Disclosing Party

Authorized Signature of Disclosing Party

Date _____

Print Name & Title of Authorized Signer