



**Governor Stoughton Trust**

**Meeting Packet**

**September 19, 2023**

# Request for Proposals (RFP)

To select a developer to design, construct, operate and manage affordable rental units consisting of no more than 35 units on approximately 3.5 acres of land at 165 Governor Stoughton Ln. Milton, MA 02186



## Important Dates

Pre-Proposal Meeting/Site  
Tour:



Proposal Submission  
Deadline:



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## I. Invitation to Bid

The Governor Stoughton Trust ("Trust"), through its Trustees, is seeking proposals from qualified developers to develop no more than 35 units of [affordable][LS1][JEL2] rental housing at a range of incomes on a parcel of land owned by the Town of Milton. The property, totaling +/- 4 acres, is located at 165 Governor Stoughton Lane Milton MA 02186, and is further described in deeds recorded with the Norfolk County Registry of Deeds in Book 35777, Page 371. At least 50% of the units shall be affordable to households having an income of no more than 80% of AMI, with a preference for units targeted to households with a range of incomes between 50% and 80% AMI. Increasing the percentage of affordable units and/or the range of affordability is encouraged.

The Trust intends to enter into a Land Development Agreement and to [lease][LS3][JEL4] the property to the developer, with affordability restrictions. The developer will be responsible for the design, construction, development, and operation of the rental units at the property. 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.

Request for Proposal documents can be obtained at the Town of Milton Office of Select Board 525 Canton Ave. Milton, 02186 or by email request to Josh Eckart-Lee at [jlee@townofmilton.org](mailto:jlee@townofmilton.org).

## II. Proposal Submission and Selection Process

The Trust has determined that the award of this contract is subject to the Uniform Procurement Act, M.G.L. c. 30B. The provisions of M.G.L. c. 30B are incorporated herein by reference.

Applicants shall submit on or before 11:00 a.m., [REDACTED], 2023, a clearly marked original proposal plus seven copies, including an electronic copy on a flash drive, to:

**Tim Czerwienski**  
**Town of Milton**  
**525 Milton Ave.**  
**Milton, MA 02186**

Faxed or electronically mailed proposals will be deemed non-responsive and will not be accepted.

Proposals submitted after the submission deadline will not be accepted. In order to be considered a complete submission, proposals should be marked ***"Milton's Town Farm Housing Proposal"*** and must include all required documents completed and signed by a duly authorized signatory, including the following:



1. Cover page labeled Milton's Town Farm Housing Proposal to the Town of Milton for the development of rental family housing, specifying: (1) the development entity, (2) primary contact person, and (3) all contact information.
2. One clearly marked original, in a three-ring binder, and 7 copies of the proposal with required attachments.
3. An electronic version of the complete proposal submission on a flash drive.

**The Trust reserves the right to reject any or all proposals or to cancel this Request for Proposals if that is deemed to be in the best interest of the Town.**

#### **Inquiries on RFP**

All inquiries should be made via e-mail and directed to: Josh Eckart-Lee at [jlee@townofmilton.org](mailto:jlee@townofmilton.org) no later than **4:00 p.m. on [REDACTED], 2023**. Inquiries should have a subject line entitled: *Milton's Town Farm 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 who have provided their contact information.

#### **Proposers' Responsibility for due diligence**

Proposers should undertake their own review and analysis concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development and legal considerations.

#### **Additional Notes**

Proposals will be opened publicly at [REDACTED] on [REDACTED], **2023**. A Proposer may correct, modify, or withdraw a proposal by written notice received prior to the time set for the submission of proposals, but not thereafter. Each responsive proposal will be evaluated first for compliance with the threshold (minimum) criteria and, if it meets those criteria, then evaluated according to the criteria set forth in Attachment (A) 'Comparative Evaluation Criteria'.

The Trust 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, is made subject to errors, omissions, and withdrawal without prior notice, and different interpretations of laws and regulations. The Proposer assumes all risk in connection with the use of the information and releases the Trust from any liability in connection with the use of the information provided by the Trust. Further, the Trust makes no representation or warranty with respect to the property, including without limitation, the value, quality or character of the property or its fitness or suitability for any particular use and/or the physical and environmental condition of the property. The property will be conveyed in "AS-IS" condition.

Each Proposer shall undertake its own review and analysis (due diligence) concerning the physical and environmental condition of the property, applicable zoning, and other land use laws, required permits and approvals, and other development, ownership and legal considerations pertaining to the property and the use of the property, and shall be responsible for applying for and obtaining any and all permits and approvals necessary or convenient for the Proposer's use. All costs and expenses of leasing and developing the property, including, without limitation, the costs of permitting and improvements, shall be the sole responsibility of the successful proposer.

The Milton Affordable Housing Trust has applied for funding to the Community Preservation Committee for assistance in their work supporting development at the site.

### **III. Site Tour and Briefing**

Interested Proposers are encouraged to attend a voluntary on-site briefing session at 165 Governor Stoughton Lane Milton, MA 02158 on \_\_\_\_\_, 202\_ at \_\_\_\_\_ (See Locus maps in Attachment B). The site visit is not mandatory; however, all proposers must familiarize themselves with the property by undertaking an independent review and analysis of physical conditions, regulatory constraints, required permit and approvals, and other legal considerations.

### **IV. Development Objectives**

The Trust is seeking a developer to build affordable rental housing units consisting of no more than 35 units on the site. The development should be designed for a variety of households (individuals of all ages, families with children, persons with disabilities) and reflect a mix of affordability levels.

The Trust would like to see an architecturally harmonious development with no more than (3) buildings. 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 rental project at this location. The Trust would also like the developer to honor the property's history as a working poor farm, which means considering replication of existing buildings and including green design elements such as green roofing and/or shared garden space.

The development of the property will be subject to a Land Development Agreement and Ground Lease in forms that are acceptable to the Trust. Once the conditions of the Land Development Agreement are satisfied, the Trust and Developer will enter into a 99-year Ground Lease (See examples in Attachment D).

#### **Affordability**

At least 50% of the units shall be affordable to households at or below 80% Area Median Income (AMI). The Trust prefers that the development include units that are affordable to households with incomes ranging from 50% AMI to 80% AMI (See Evaluation Criteria at Attachment A for details). 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 Trust is seeking affordability in the design of the units (e.g., energy efficient utilities and maintenance) in addition to affordability by restriction. All affordable units must meet the requirements for inclusion in the Department of Housing and Community Development's (DHCD) Subsidized Housing Inventory (SHI) and the developer shall be responsible for ensuring that all units count in the SHI.

The developer shall enter into a Regulatory Agreement with the Subsidizing Agency. Proposers are advised that all mortgages and other monetary liens encumbering the property may be

subject and subordinate to the Regulatory Agreement and the affordable housing restriction<sup>[LS5][JEL6]</sup>. The affordability requirements may survive the foreclosure of any mortgage, deed given in lieu thereof, or any similar action, to the extent financially feasible to do so.

### **Unit Types**

The development should reflect the needs of Milton and provide housing for a range of household sizes. For this reason, the Trust is interested in no more than 3 buildings as well as “universally accessible” design. At least 10% of the units shall contain three or more bedrooms to satisfy the State’s family housing policy. Unit layouts should emphasize efficiency. Kitchens should be sized based on the bedroom composition of the unit.

### **Building Design and Aesthetics**

The development’s architecture should reflect and be compatible with the existing architecture and style of the Milton community. The goal is for the development to look like it belongs in Milton.

The Trust encourages the following:

- Multiple buildings, no more than 3, which can be of various sizes.
- Buildings shall not be more than 3 stories.
- Native landscaping in keeping with Milton character.
- Outdoor common and recreation areas, including walkways.
- Ample storage for residents in either the basement or sheds
- Bicycle storage racks
- Onsite laundry facilities
- Parking should be scattered as much as possible.
- Areas for outdoor trash and recycling receptacles
- Sensitivity to neighborhood and adjacent properties

### **Energy Efficiency**

The Trust is looking for proposals that include building and site designs that reduce the tenants’ energy, water usage and cost, and limit the project’s environmental impact. Details regarding sustainable design features should be incorporated into the proposal.

Proposals that meet Passive House, LEED or other energy efficiency standards are preferred.

### **Site**

The property is located at 165 Governor Stoughton Lane Milton, MA 02158, and is identified as Assessor’s Parcel ID # K-6-3(See Locus maps Attachment B). It contains approximately 4 Acres. The parcel is bound by the Milton Woods residential development to the south; residential properties to the east; forested land to the west; and the Quisset Brook residential development to the north. The Site has limited frontage on Governor Stoughton Lane to the northeast. The Site is developed with four existing buildings, a lawned field area, undeveloped wooded areas, a paved access road to Governor Stoughton Lane and is the current home of the Milton Animal Shelter.

The Site is encumbered by two easements: An access/drainage easement (Easement #1) is located within the southwestern portion of the Site and an access/utility easement is located within the eastern portion of the Site. Easement #1 appears to provide maintenance access to an infiltration basin constructed as part of the abutting Milton Woods development south of the Site. Easement #2 appears to provide emergency vehicle access to the same development in addition to providing maintenance access for several utilities<sup>[JEL7]</sup>. Additional utility information related to these easements can be found in Section 5.0. These easements reduce the buildable area of the lot to approximately 3.5 acres.

### **Project Permitting**

The property is zoned RES A. Proposals should include a description of the permitting process that the developer plans to use. The Trust anticipates permitting will be through M.G.L. Chapter 40B (Comprehensive Permit).<sup>[JEL8]</sup><sup>[JEL9]</sup> This will be considered a friendly 40B/local initiative program or PUD.

### **Rental Management**

The successful respondent's development team must include a qualified and experienced property management firm, or, if not identified at the time of submission, a description of the process for procuring such a firm and the performance standards to be met by the property management firm. There shall be on-site management and 24-hour emergency maintenance service.

## **V. Property Description**

### **Deed**

Norfolk County Registry of Deeds Book 35777 Page 371.  
Please see Attachment C for the Deed.

### **Zoning**

The property is currently zoned RES A; however, it is expected that the successful developer will work with the Town of Milton to gain approval of a "friendly" 40B permit utilizing a Comprehensive Permit through M.G.L. Chapter 40B<sup>[JEL10]</sup>.

### **Utilities**

- Water: Public/Town
- Wastewater/Sewer: Public/Town
- Electric: Eversource
- Gas: National Grid

### **Ground Lease**<sup>[LS11]</sup>

The Ground Lease shall require the Proposer to maintain insurance in amounts reasonably acceptable to the Trust and name the Trust as an additional insured, and shall be an absolute triple net lease, requiring the Proposer to be solely responsible for the maintenance and operation of the property, including, without limitation, the payment of utilities, taxes and insurance of the property, among other costs. The Ground Lease shall be substantially similar to the Lease attached hereto and incorporated herein.

## **VI. Proposal Submission Requirements**

### **The Development Team**

The proposal must include a description of the development team, the individuals, and organizations involved in the development, **including the project manager**, and the experience of these parties. 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, and the name, title and contact information for the individual designated by the developer to receive all correspondence from the Trust and its agents.
- The names and primary responsibilities of each individual on the development team.
- If the proposer is not an individual doing business under their own name, a description of the firm and legal form and status of the organization (e.g., whether a for-profit, not-for-profit, a general or limited partnership, a corporation, LLC, LLP) 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 ownership structure of the entity to enter into the Ground Lease and the Land Development Agreement with the Trust and its relationship to any investors, lenders, 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 each participants' ownership in the project.
- Identification of the person designated to be the property manager if the property developer will also be the property manager. If this is not the case, state the legal and financial relationship between the entities and describe the process for securing property management services and criteria and minimal qualifications it will use in selecting the property management firm.
- Identification of the development team, such as architects, engineers, landscape designers, contractor, and development consultants. In addition, provide background information, including firm qualifications and resumes for principals and employees expected to be assigned to the project.
- A summary of the developer's and the development team's experience, both collectively and individually, with similar projects. Particular attention should be given



to demonstrate experience with **projects of a similar scale and complexity, site conditions, permitting issues, design and/or 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.

- A list of all projects in progress or planned with details of their status.

### **Format**

Proposers should use the following format to submit the information required (above):

- For referenced projects: project name, location, project type, number of residential units, project scope, start date, projected and actual completion date, total development costs, development team, key personnel, and status.
- Narrative on why the Proposer's experience is relevant to the 165 Governor Stoughton Lane housing development.
- Description of the organizational structure of the development team and a plan for the maintenance of effective communications between the Trust 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 delinquent and outstanding for the development team or any constituent thereof.
- Provision of third-party references for 3 completed projects including at least one affordable housing project. Provide contact names, title, and current telephone numbers, who can provide information to the Trust 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 bedrooms, 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 and green design elements of the buildings and site design.
- Construction staging plan and discussion of construction impacts as to how the project will be managed to limit impact on neighbors, 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 describe previous experience in securing such funding. Describe in detail

what, if any, local, state, or federal subsidy funds will be sought to create affordability and the timeline for securing those sources.

- Projected 10-year operating budget
- Letters of interest from both construction and permanent lenders (mentioned in the comparative evaluation criteria)

### **Conceptual Design Drawings**

The proposal must include 11 x 17 plans including:

- Site plan that shows parking layout and numbers of parking spaces, roadways and walkways, building footprints, any programmed outdoor space, and vegetated buffers.
- Landscape plan with sufficient detail on how the plan addresses limiting the project impact on surrounding areas and the users of those areas.
- Floor plans
- Elevations with material indications
- Typical unit plans
- Color Renderings from two perspectives

### **Management Plan**

Please provide a management plan that includes the following:

- Description of the target market (e.g., pricing and the strategy for marketing and lottery process).
- In addition, if the Proposer includes a property manager as part of the team, all relevant information as outlined under 'The Development Team', above, including details of any projects where the Proposer and Manager have previously worked together.
- Lottery for affordable units: To ensure a fair and equitable selection process for the affordable units, a lottery shall be conducted for all 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 prior to issuance of a building permit. For the proposal, the Proposer shall indicate any other lotteries they have been involved in, their role and the outcomes.
- Experience with Low Income Housing Tax Credits if proposed as a funding source.
- Experience with project-based rental assistance, Section 8, 811, and/or MRVP if proposing such subsidies.

The Proposer and/or its property manager must demonstrate:

- A clear understanding of fair housing requirements/laws.
- A clear understanding of the local preference opportunities and requirements, and how the lottery will address any local preference.
- Ability and commitment to utilize appropriate stated standards to determine program and unit eligibility – i.e., qualified tenants.
- Clear criteria for tenant selection and a fair and unbiased selection process.
- Competency for selecting properly qualified tenants.

- Ability and commitment to maintain all necessary reports and certifications required under state and federal law.

### **Implementation Plan and Timeline**

The proposed development should be completed within 4 years of the execution of the Land Development Agreement. Extensions may be granted at the discretion of the Trustees. 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 the required land use, environmental, operation, 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.

### **Price Proposal**

The Price Proposal Form (Attachment I) should be completed and submitted with the proposal. The Town expects the Lease Payment to be a nominal fee.

## **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.**

### **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.

- Complete conformance with all Submission Requirements (Sec. VI)
- Price Proposal Form, setting forth the lease fee for the land, found in Attachment I
- Proposer must have a minimum of 5 years' experience in development. If the proposer does not have experience with affordable housing development, then a development consultant or partner must have 5 years' experience with affordable housing.
- A successful track record of similarly sized projects with at least 3 references
- Availability to begin work towards permitting within 60 days of executing the Land Development Agreement and show sufficient staff resources and availability to perform required services.

- Complete required forms found in Attachment I (Certificate of Tax Compliance), Attachment J (Certificate of Non-Collusion), Attachment K (Disclosure Statement required by M.G.L. c. 7C, Section 38 (formerly M.G.L. c. 7, Section 40J) and Attachment L (Certificate of Authority)

### **Comparative Evaluation Criteria**

Projects meeting the minimum threshold criteria will then be judged and scored based on the Comparative Evaluation Criteria further explained and outlined in Attachment A.

### **Proposal Submission Terms and Requirements**

- A. The Trust reserves the right to reject any and all proposals in whole or in part, and to waive minor informalities, when in its sole discretion to do so is deemed to be in the best interests of the Trust and to the extent permitted by law.
- B. Proposals that meet all quality requirements shall be evaluated based on responsiveness to the criteria, terms and conditions contained in this RFP and its attachments. Failure to follow the instructions, meet the criteria, or agree to the terms and conditions contained in this RFP may be cause for rejection of the proposal as non-responsive.
- C. All proposals shall be submitted to the Trust, as and where set forth above, on or before the proposal deadline. Proposals and unsolicited amendments to proposals received by the Trust after the proposal deadline will not be considered, and requests for extensions of time will not be granted. Proposers who mail proposals should allow sufficient time for receipt by the Trust by the proposal deadline. Proposals received after the proposal deadline will be returned to the Proposer unopened.
- D. All proposals shall be signed in ink by the Proposer. If the Proposer is a corporation, the authority of the individual signing shall be endorsed upon, or attached to, the proposal and certified by the clerk of the corporation.
- E. All proposals submitted shall be binding upon the Proposer for a minimum period of one hundred twenty (120) calendar days following the opening of proposals.
- F. Proposals submitted to the Trust shall be securely kept and shall remain unopened until the proposal deadline and the opening of proposals.
- G. Proposals once submitted may, upon request of the Proposer prior to the proposal deadline, be withdrawn or amended. If amended, resubmission of the proposal shall comply with all requirements of this RFP. No amendments may be made, or proposals withdrawn after the proposal deadline.
- H. Negligence on the part of the Proposer in preparing the proposal confers no right of withdrawal after the proposal deadline. The Trust does not assume any responsibility for errors, omissions, or misinterpretations which may have resulted in whole or in part from the use of incomplete proposal documents. Any Proposer finding an ambiguity, inconsistency, or error shall promptly notify the Trust.

- I. If it becomes necessary to revise any part of this RFP or if additional data are necessary to enable an exact interpretation of provisions, such addenda will be provided to all Proposers who have requested this RFP and provided their contact information. No addenda will be issued within the immediate five (5) business day period prior to the proposal deadline.
- J. By submitting a proposal in response to this RFP, the Proposer shall be deemed to have certified that no officer, agent, or employee of the Trust or Town of Milton has a direct or substantial financial interest in the procurement, that the proposal is submitted in good faith and exclusively on Proposer's own behalf, without fraud, collusion or connection of any kind with any other Proposer for the same work or with any undisclosed party.
- K. Proposers may add additional stipulations or otherwise qualify their proposals, but the Trust shall retain the sole right to judge the importance of any such stipulation or qualification. If the Trust determines that the stipulation or qualification is not in its best interest and/or is materially unacceptable, and if the Proposer does not clearly indicate this to be an alternative for consideration, then the Trust reserves the right to reject such proposal.
- L. Selection of a Proposer's proposal will not create any rights on the Proposer's part, including, without limitation, rights of enforcement, equity, or reimbursement, until the Land Development Agreement and all related documents are fully executed.
- M. It is understood, agreed upon and made a part hereof, and shall be a part of the Land Development Agreement, that the Agreement entered into between the Trust and the Proposer and/or the Proposer's rights therein shall not be assigned, except to an entity formed by the Proposer for the purpose of entering into the Group Lease,, unless or until the Trust shall have first assented thereto in writing, in its sole discretion.
- N. The Trust reserves the right to modify any specifications and submission requirements associated with the proposal and the scope of the project.

### **VIII. Selection Process**

A evaluation committee, which will include Governor Stoughton Trustees<sup>[JEL12]</sup>, will review and evaluate all proposals that have been received by the submission deadline based on the criteria outlined herein, and make a recommendation to the Governor Stoughton Trustees after determining which proposal is deemed the most advantageous and responsive proposal. 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 Trust.

Each proposer must include sufficient supporting material to allow a meaningful and comprehensive evaluation of its proposal. The Trust reserves the right to disqualify any proposal or response due to insufficient supporting or explanatory information, or to request additional supporting information. The Trust may request additional information of one or more proposers relative to a proposal or qualifications. Requests shall be in writing with the expectation of a written response within a specified time. Proposers may also be invited to appear before the evaluation committee and/or the Trustees. Failure to comply with this request will result in a rejection of the proposal at issue.



Following the receipt of any additional information requested of the proposers by the Trust, if any, proposals will be evaluated and rated by the Trust according to the comparative evaluation criteria set forth in this RFP. The Trust will select the most advantageous proposal, taking into consideration all the evaluation criteria set forth in this RFP.

The Trust will notify all Proposers in writing of its decision.

The Trust reserves the right to reject any or all proposals or to cancel this Request for Proposals at any time if doing so is in the best interests of the Trust.

## **IX. Post Selection**

### **Land Development Agreement and Ground Lease**

The proposer selected by the Trust will be given exclusive rights to negotiate with the Trust the terms of the Land Development Agreement (LDA) and the Lease of the property, which LDA and Lease will be substantially on the same terms as the LDA and Lease attached hereto as Attachment D. If, at any time, such negotiations are not proceeding to the satisfaction of the Trust, in its sole discretion, then the Trust may choose to terminate said negotiations. The Trust may select another proposer with whom to initiate negotiations.

The selected proposer and the Trust shall enter into the LDA within ninety (90) days from the date the proposer is notified of the award unless the Trust extends the same, in its discretion. Once all conditions of the LDA are met, the Ground Lease will be finalized and endorsed.

### **Chapter 30B Real Property Developments to Promote Public Purpose Requirements**

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

## **Attachments**

- A. Comparative Evaluation Criteria**
- B. Locus Map and Existing Conditions Survey**
- C. Deed**
- D. Draft Land Development Agreement and Ground Lease**
- E. Housing Production Plan**
- F. Bohler Reports: Due Diligence**
- G. Conceptual Site Designs**
- H. Price Proposal Form**
- I. Certificate of Tax Compliance**
- J. Certificate of Non-Collusion**
- K. Disclosure Statement**
- L. Certificate of Authority**

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## ATTACHMENT A

### Comparative Evaluation Criteria: 165 Governor Stoughton Lane Milton, MA 02186

	Unacceptable	Advantageous	Highly Advantageous
<b>Developer Experience &amp; Capacity (Team)</b>			
<ul style="list-style-type: none"> <li>• Demonstrated experience as a principal or lead development officer in and capability for designing, permitting, developing, and managing similar residential projects.</li> <li>• Outcome of comparable projects</li> <li>• Property management experience with similar projects</li> <li>• The quality of the team's reputation and references, particularly in terms of its regulatory track record and ability to complete projects as proposed</li> <li>• Success in marketing approach, including affirmative fair housing marketing plans and lottery, meeting State requirements</li> </ul>	Development team members have 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 significant experience in the development of projects of similar scope – including legal, design, financing, affordable housing management. Energy efficient buildings are not part of standard approach. Past developments demonstrate good property management structure.	Development team members have extensive experience in the development of projects of similar scope – including legal, design, financing, affordable housing management. Energy efficient design is their standard approach to design and development. Past developments demonstrate excellent property management structure and professionalism.
<b>Affordability</b>			
Proposal meets a range of incomes. All the units must be restricted to households at or below 80% AMI	Less than 100% of the units are affordable to 80% AMI.	All units are affordable to 80% AMI	All the units are affordable to 80% AMI or below with the affordability ranging from 50% AMI to 80% AMI
<b>Site Design</b>			

<ul style="list-style-type: none"> <li>• Thoughtful and efficient site design using the natural topography of the site as much as feasible.</li> <li>• Efficient, safe internal traffic flow</li> <li>• Underground utilities</li> <li>• Exterior lighting – minimal impact to neighbors and night sky</li> <li>• Landscape plan including within parking area includes native plantings and, when feasible, enhances rather than replaces existing vegetation.</li> <li>• Designated area for snow</li> <li>• Adequate parking and walkways for residents and visitors</li> <li>• Natural buffer to surrounding residential neighbors as required in the narrative (Section IV, Site)</li> <li>• Respects adjacent properties.</li> <li>• Provides programmed outdoor community gathering space for a variety of ages.</li> <li>• Includes bike racks.</li> </ul>	Proposal fails to meet the majority of the RFP criteria for site design.	The proposal meets some or all of the RFP site design criteria with thoughtful building siting, safe, efficient traffic flow, and maintains the natural buffers to surrounding neighborhoods, as required.	Proposal meets or exceeds all of criteria
<b>Infrastructure and Green Design</b>			
<ul style="list-style-type: none"> <li>• Underground utilities</li> <li>• Storm water management uses standards of low impact development.</li> <li>• Buildings are located for maximum solar potential.</li> <li>• Roof construction is “solar ready” (designed to support solar panels)</li> <li>• Meets green design standards for LEED, Passive House, or other comparable programs.</li> <li>• Provide charging station(s) for EVs.</li> </ul>	Proposal fails to meet a majority of the RFP criteria for infrastructure and green design	The proposal meets some of the RFP infrastructure and green design criteria	Proposal meets the or exceeds all of criteria

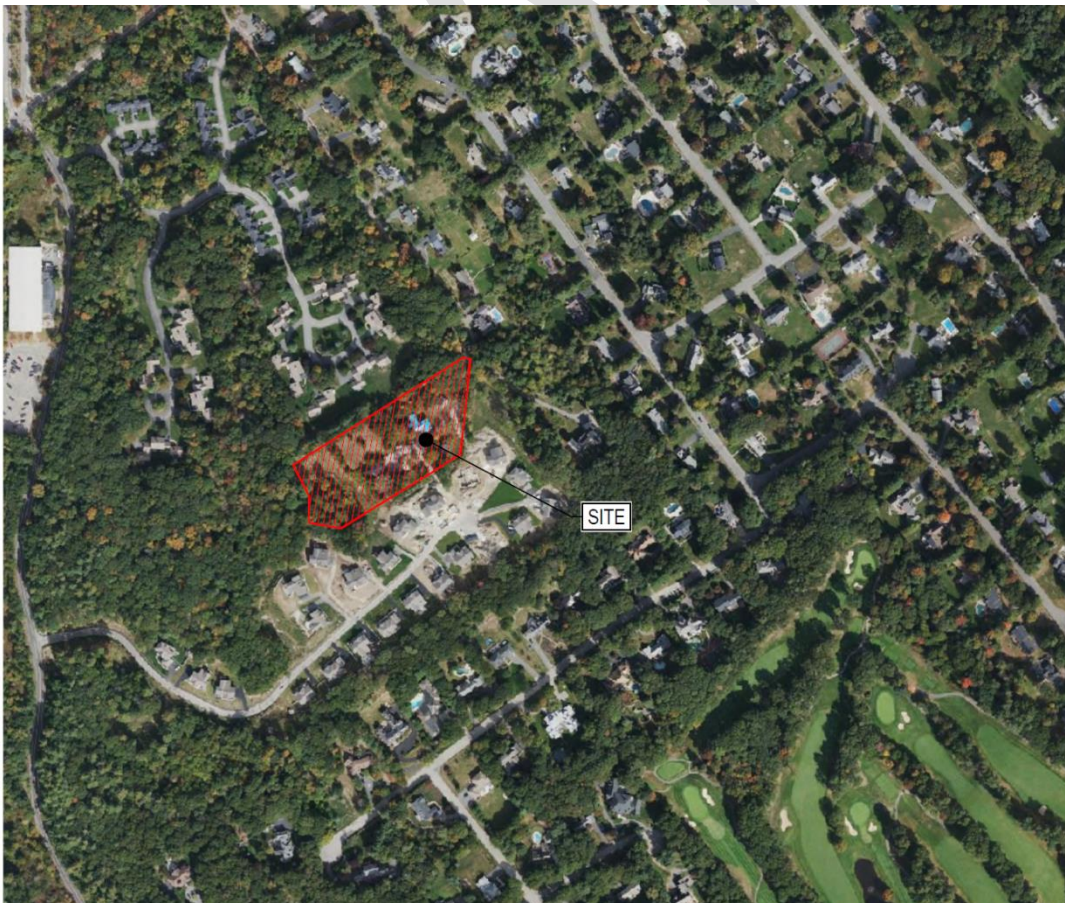
Building Design			
<ul style="list-style-type: none"> <li>• Conceptual design includes no more than 3 buildings.</li> <li>• Exterior is of high quality, while remaining compatible with local architectural design</li> <li>• Creative design that is cost effective and high quality.</li> <li>• Interior design and layouts meet a variety of household sizes, aesthetics, and resident mobility needs.</li> <li>• Finishes support durability and low maintenance for tenants</li> <li>• Construction maximizes soundproofing between units.</li> <li>• Provides community space for residents, preferably with kitchen facilities</li> <li>• Includes office space for management.</li> <li>• Provides storage space, either in basements or sheds</li> <li>• Prefer individual exterior space (patios or balconies)</li> </ul>	Design appears incongruous with local designs, interior layout does not meet a variety of household types and mobility needs, and does not comply with a majority of the RFP criteria	Design reflects or complements local designs, layout provides for a variety of household types and mobility needs, Complies with a majority of the RFP criteria and preferences	Design proposal articulates a creative development vision that is a cost-effective, energy efficient, attractive design that reflects and/or complements the local aesthetics and provides a variety of household types and mobility needs. Complies with all the RFP criteria and preferences
Financial Feasibility			
<ul style="list-style-type: none"> <li>• Adequacy of proposed budgets (development and operating)</li> <li>• Appropriateness of rents in relation to the market</li> <li>• Track record of securing proposed financing</li> <li>• Availability and likelihood of approval of proposed pre-development, construction, and permanent financing</li> </ul>	Proposal does not demonstrate an understanding of development costs and operating budgets for affordable housing and/or does not have a successful record of securing financing.	Proposal contains realistic development and operating budgets and evidence of success in securing necessary financing.	Proposal contains realistic development and operating budgets and evidence of a high degree of success in securing necessary financing and other sources of funding.



References, Site Visits, and Interviews			
<ul style="list-style-type: none"> <li>• A minimum of three references including references from all projects undertaken in the last 10 years</li> <li>• The evaluation committee may choose to visit proposers' completed projects.</li> <li>• The evaluation committee may require proposers to present their proposals. Presentations will not be scored.</li> </ul>	<p>Did not provide a minimum of 3 references, or references were poor and/or inadequate. Properties visited were in poor condition.</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, and buildings were well designed.</p>	<p>Strong references reflecting timely completion, excellent budget control, excellent property management structure and professionalism of developer. Properties visited were in great condition, site layout building design, and landscaping excellent, and use of energy efficient and durable materials.</p>

## Attachment B

### Locus Map – 165 Governor Stoughton Lane Milton, MA 02186



I, William Stoughton of Dorchester in the County of Suffolk within his Majesty's Province of Massachusetts Bay in New England. [indistinct word] being many ways minded (?) of the frailty of this life and by the growing decay and infirmities of my old age made sensible of the near approach of death, and being at present (through God's goodness) of sound disposing mind, most humbly begging and believing the pardon of all my great and many Sins both of heart and life and grounding my hope for the same and of the enjoyment of everlasting life, upon the alone merits and righteousness of the eternal Son of God made man, my most dear and blessed Lord and Savior Jesus Christ, the great Mediator and Surety of the new Covenant, do now make and declare this my Last Will and Testament revoking all others whatsoever heretofore by me made.

My body I commit to the earth by a decent Funeral, wherein my Will is that all unprofitable Ceremonies and Expenses be avoided. Strictly prohibiting and forbidding any Military appearances therein as altogether contrary to my mind and inclination.

As to the worldly estate which God hath bestowed on me (for which I most humbly thank a bountiful Lord and Maker) I do order and dispose of the same as followeth.

In the first place, I will all my just debts to be duly and speedily paid, and then by way of particular Legacy and Testimony of my affection and respect to the persons here after named. I do give and bequeath as follows.

That is to say, to the Reverend M. Samuel Torrey five pounds.

To Mrs. Esther Flint, forty shillings and to each of her children five pounds.

To Mr. Nathaniel Clap of Rhode Island five pounds.

To my Kinswoman Mary Maxfield, Widow, five pounds.

To the Church of Dorchester, I give two pieces of Plate for the Communion of six pounds value each; as also the sum of Fifty pounds to be settled (?) and kept under improvement by the care and diligence of the Deacons from time to time under the oversight of the Teaching and Ruling Officers of that Church, the yearly Income to be for any such service of the Church as shall be judged most needful.

Towards the relief of the poor of Dorchester, I give the like sum of Fifty pounds to be improved by the care of the Selectmen and annual income to be distributed to the most needy Inhabitants.

Unto the School of Dorchester I give the sum of one hundred fifty pounds to be alike secured and settled under improvement for a yearly advancement of the Salary of the School Master, wherein my will is that if within the space of ten years next following the date of this my last Will, the Town of Dorchester shall not have provided and settled such a salary of their own proper gift as shall make up the present salary already settled to be and continued to the full value of forty pounds a year. In that case, I say my Will is that until they shall have provided and

settled a salary to that value of forty pounds a year, the whole income and improvement of this my gift shall yearly be paid in to the Steward of Harvard College in Cambridge and at the discretion of the President and Fellows thereof be given towards the encouragement of some well deserving student there coming from or belonging to the Town of Milton if any such there be; otherwise to some other that may well deserve it.

Unto the Church of Milton I give one piece of Plate for the Communion of six pounds value;

and to the Town of Milton I give out of my great wood Lot there Forty acres, to be conveniently and equally laid out to them. The whole improvement thereof to be for the benefit of the poor of that Town as the Selectmen thereof shall judge best.

Unto the Widow and Children of my late dearest Friend and faithful servant of Christ Mr. John Collins of London, deceased, I give the sum of one hundred pounds, the Debt due to me for what I lent and laid out for the maintenance of old Mrs. Collins of Charlestown during her life being at this time thirty seven pounds (for the payment whereof the house and grounds that she lived in stands made over and secured to me by her Deed of Trust/being to be reckoned as part thereof).

Of which hundred pounds I give twenty pounds to Mrs. Margaret Collins, his [indistinct word], and the remainder to his three sons, namely Mr. Edward Collins, Mr. Francis Collins, and Mr. Thomas Collins, the last of whom (being a scholar) to have double to either of the other. And in case of the death of the said Mrs. Collins or of the said Edward or Francis Collins before payment made to them, the part of the deceased to go to the said Thomas Collins or his Children but if he also shall be deceased before payment made as aforesaid, his part shall go to his children if he leave any, otherwise the same shall be distributed to his brothers or their Children that shall be surviving.

Unto Theophilus Minot I give the Sum of three hundred pounds.

Unto Mr. John Danforth I give fifty pounds, my Negroman Dick, my little silver drinking can and one of my silver headed canes which he shall choose and my silver Standish.

Unto his wife Mrs. Elizabeth Danforth my niece and to her heirs for ever give my little Orchard on the hill by Nathan Bradley.

Unto my niece Mrs. Sara Tailer I give as a particular remembrance of me, twelve pounds to buy a piece of plate.

Unto each of the children of my nephew Tailer and of my nieces Nelson, Danforth and Cooper that shall be alive at my death I give the sum of ten pounds.

To my niece Elizabeth Danforth, I further give my down bed with its furniture and the furniture of the Chamber where it stands, also all my Pewter and Brass and Linen and the one halfe of all my other household stuff.

The other halfe thereof I give to my Nephew William Tailer aforesaid. To whom I do

also give and bequeath the sum of one hundred pounds.

I confirm unto the said Mr. John Danforth and his children by my niece all that Upland and Salt Meadow which I formerly gave him and is in his possession already.

Unto Sarah Maxfield I give forty shillings and if she be in my service when I die, I will that it be made up five pounds beside all wages due.

Unto John Maxfield I give forty shillings.

Unto Mrs. Joanna Atkins, my present housekeeper, I give forty shillings.

Unto my loving and respected Kinswomen Mrs. Warren, Mrs. Hutchinson, and Mrs. Woolcot, I give forty shillings apiece to buy each of them a ring.

Unto each of the children of my kinswomen Mary Smith deceased and Mary Maxfield I give twenty schillings to buy some good practical book in remembrance of me.

Unto my very good friend Doctor Bailey and his wife I give five pounds apiece.

My Library I give to such of Mr. Danforth's sons as shall be bred up Scholars, only my Law books I give to Mr. John Nelson and my best Quarto Bible to his wife, my niece.

Unto the Judges of the Superior Court, I give twenty shillings apiece for a ring, and the same sum for the same purpose I give to my very good friends Major Nathan Thomas and Nathaniel Byfield Esq. and his wife and Major Stephen Sewall.

Unto Mr. James Maxwell Door Keeper to the Council and Mrs. Corlet of Cambridge and to Nathan Bradley [indistinct word] of Dorchester I give the sum of forty shillings apiece.

Unto Mrs. Nelson, my niece I give one of my [indistinct word] silver tankards, the other I give to my niece Mrs. Cooper and to her Son William Cooper my Silver teapot.

All the rest of my plate I give unto my nephew William Tailer and my said niece Danforth equally to be divided between them.

Unto the children of the Colonel Bartholomew Gedney, deceased, I give twenty shillings apiece for a ring in testimony of my respect to that family for their father's Sake my especial and dear Friend.

And unto Edward Tusfrey I give twenty shillings for a ring.

AND WHEREAS through the great goodness of God (for which I most solemnly bless him) as a testimony of my unfeigned respect to Harvard Colledge at Cambridge, the place of my first publick education (which Nursery of good Learning hath been an inestimable blessing to the Churches and People of God in this Wilderness and may ever continue to be if this People continue in the favour of God) I have lately erected and finished an additional Building to that



Colledge with the previous consent and grant of the President and Fellows that it shall be in my liberty to make an establishment and appropriation of some part of the Income of that Building to be for the benefit of some students in particular as I shall reasonably appoint.

It is therefore my desire and will accordingly and I do hereby direct and appoint that for and during the space of five years from and next after the date of this my Will, there be reserved out of the Revenues and Incomes of the said Building the Sum of Twenty Pounds a year which shall be exhibited toward the support of education of Elijah Danforth, son of the Reverend Mr. John Danforth before named, Pastor of the Church of Dorchester who is now resident at the Colledge.

And at and after the expiration of the said five years that there be reserved out of the Revenues and Income of the said Building the Sum of ten pounds [indistinct word] yearly forever to be exhibited at the discretion of the President and Fellows of the Colledge for the time being towards the support and education of some poor Schollar at the Colledge as they shall judge most indigent and deserving. A Minister's son to have preference of others, *ceteris paribus* (?).

Provided nevertheless, when any of my own kindred descended either from my Father or from my Uncle Mr. Thomas Stoughton late of Windsor in the Colony of Connecticut Deceased shall happen to be a student at the Colledge and stand in need of support, such shall be preferred in first place to the said Exhibition and next unto them any poor Schollar that shall come either from the Town of Dorchester or the Town of Milton within this Province.

And that none shall receive the benefit of this Exhibition that shall not actually reside at the Colledge nor for any longer time than until he shall have taken the degree of Master of Arts.

As a further Testimony of my desire to promote good Literature and the Education of Such Therein as may be serviceable to God and these Churches I do further give and bequeath unto the President and Fellows of Harvard Colledge aforesaid and their successors forever all that my Pasture in Dorchester which is now in the occupation of John Robinson and all that my parcel of Salt Meadow which is in the occupation of John Trescott, Willing and appointing the clear Rent and Income of both to be exhibited in the first place to a Schollar of the Town of Dorchester and if there be none to a Schollar in the Town of Milton and in want of such to any Indian student that may be at the Colledge and in want of such then any other well-deserving Schollar that shall be most needy.

And for the further encouragement of Indian Students, my desire and will is that when any such shall be sent to the Colledge, one of the Garret Chambers in the Building by me erected may be allowed to two of them gratis.

And concerning the Pasture hereby given to the Colledge, My Will is that first of all out of the Rents all the Fence property belonging thereunto be well repaired or new made so as to be good substantial stone wall fence of the best sort.

The whole remainder of my Estate in Lands and moveables I give devise and bequeath in equal proportion and on due apprisement divided unto my nephew William Tailer and my three

aforesaid nieces, To wit, Elizabeth Danforth, Elizabeth Nelson and Mehatabel Cooper, To hold unto them and their heirs forever. And as to the division, my Will is that my said Nephew Tailer and my said Niece Danforth shall have and enjoy all my Lands and houses within the body of the Town of Dorchester. That is to say, my said Nephew Tailer shall have in his part my Mansion house and all the Buildings belonging to it; with the Orchard and Lands adjoining as they are now fenced in on both sides of the highway, halfe my Salt Meadow wheresoever lying and halfe of all my Pastures and Swamp Meadows as they are now fenced in. And my said Niece Danforth shall have contained in her share the other halfe of all my Salt Meadows, Pasture and Swamp Meadows with my Lot lying by the Burying place. A just and equal apportionment of them all to be made either by mutual consent or by indifferent men mutually chosen, and their determination to be conclusive.

And my Will is That my said Mansion house and house adjoining shall be let and reckoned at halfe the reasonable value only.

Unto the furtherance of the work of Gospellizing the Indians I give to that Corporation one hundred pounds.

To my worthy and dear friends Samuel Sewall and Isaac Addington, Esq. I give the sum of ten pounds apiece. Desiring them to be the Overseers of this my Will.

To John Leverett, Esq. and his wife and Mr. Thomas Newton I give twenty shillings apiece for a ring.

And in case during my life I shall my selfe satisfy and pay any of the Legacies herein before given unto any person or use herein mentioned it shall be accounted so far a performance of my Will in that respect without any other payment or demand to be made therefor.

And of my Last Will and Testament I do nominate ordain and constitute my said nephew William Tailer and my three nieces afore named, to wit, Elizabeth Danforth, Elizabeth Nelson, and Mahetabel Cooper to be Executors and will that they pay all my Legacies within one year after my decease. Unto which payment of my Legacies I do make all the improvements, rents and income of my whole Estate for the space of one year after my death liable before the partition or division of my said Estate between my Nephew and Nieces shall be made.

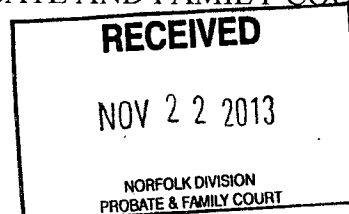
And in testimony that the before written is my last Will and Testament I have hereunto set my hand and affixed my seal the Sixth day of July. Anno Domini One thousand Seven hundred and one and annoque RR Guilielmi Tertii Anglio & decimo tertio.

Signed, Sealed, Published and Declared by the Honorable Wm. Stoughton Esq. as and for his last Will and Testament in presence of us who subscribed our names as witnesses thereto in the said Testator's presence Thomas Mawdelsey [indistinct word], William W. Ryal, Thomas Evans, Alexander Atkins.

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

PROBATE AND FAMILY COURT  
NO.



THE MILTON BOARD OF SELECTMEN, )  
Acting as TRUSTEES UNDER THE )  
WILL OF WILLIAM STOUGHTON, )  
Plaintiff )

v. )

MARTHA M. COAKLEY in her capacity as )  
Attorney General of the Commonwealth of )  
Massachusetts, )  
Defendant )

**VERIFIED**  
**COMPLAINT FOR EQUITABLE**  
**RELIEF PURSUANT TO M.G.L. C.214, §10B**

INTRODUCTION

1. This action is brought in equity by the Milton Board of Selectmen, acting as Trustees under the Will of William Stoughton, pursuant to Massachusetts General Laws ("M.G.L.") Chapter 214, Section 10B to apply the doctrine of deviation in order to sell a portion of the property held by the Trustees under the Will of William Stoughton and to invest the proceeds of the sale and apply the income and appreciation<sup>1</sup> of said proceeds for the benefit of the poor of the Town of Milton.

JURISDICTION

2. This Court has original and concurrent jurisdiction of the subject matter of this case pursuant to M.G.L. c.215, §6.

PARTIES

3. The Milton Board of Selectmen consists of three (3) elected members. The Plaintiff is the Milton Board of Selectmen, acting as Trustees under the Will of William Stoughton, (hereinafter designated "the Trustees"). The current Trustees are: Denis F. Keohane,

<sup>1</sup> The Trustees intend to manage the fund in accordance with M.G.L. c.180A, §§1-9, (UPMIFA).

J. Thomas Hurley, and Kathleen M. Conlon.

4. The Defendant, Martha M. Coakley, is the duly elected Attorney General of the Commonwealth of Massachusetts with a principal office at One Ashburton Place, Boston, Massachusetts, and is made a party to this action pursuant to M.G.L. c.12, §8G.

#### FACTUAL BACKGROUND

5. William Stoughton, who served as Lieutenant Governor and Governor of the Massachusetts Bay Colony during colonial rule, lived from 1631-1701. His Will is dated July 6, 1701. Said Will provides in part: “and to the Town of Milton I give out of my great wood Lot there Forty acres, to be conveniently & equally laid out to them. The whole improvement thereof to be for the benefit of the poor of that Town as the Selectmen thereof shall judge best”. Copies of Governor Stoughton’s Will and a transcription of that Will are attached to this Complaint as Exhibits A1 and A2, respectively.<sup>2</sup>
6. Today the property contains approximately thirty-four (34) acres. By Order of Taking dated April 22, 1896 the Commonwealth of Massachusetts, by the Metropolitan Park Commission, took by eminent domain land in the Town of Milton from Canton Avenue to the Blue Hills Reservation, for the purpose of constructing roadways and boulevards. That land is a portion of Unquity Road in Milton. Of the land taken at that time by the Commonwealth of Massachusetts, approximately six (6) acres was taken from the property which was given to the Town of Milton under the Will of William Stoughton. Said approximately thirty-four (34) acre parcel is hereinafter referred to as the Property.
7. The Property is located off the Taunton Road (today the site of Canton Avenue) on Wigwam Hill near the center of the Town of Milton. In the late 1700s or early 1800s, the

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<sup>2</sup> Said provision appears on the first page of the Will, beginning six (6) lines from the bottom (See Exhibit A1) and on the second page of the transcription of that Will in the second full paragraph (See Exhibit A2).

Property came to be used as a Town Farm for the benefit of the poor in the Town of Milton.

8. In the 1800s several buildings and structures were built on the Property for the benefit of the poor of the Town of Milton. The structures and buildings include the following:
  - a. The Main Almshouse, located at 169 Governor Stoughton Lane, Milton, MA.;
  - b. The Men's Almshouse, located at 175 Governor Stoughton Lane, Milton, MA;
  - c. The Stable, located at 181 Governor Stoughton Lane, Milton, MA;
  - d. The Pest House, located at 208 Governor Stoughton Lane, Milton, MA;
  - e. Two Loading Platforms, located throughout the Property;
  - f. Several Stone Walls, located throughout the Property; and
  - g. An Entrance Bound Stone, located at the entrance to the Property.

The cart and cattle path from the highway (now Canton Avenue) to the wood lot and later poor farm was named Governor Stoughton Lane in 1933.

9. These structures and buildings were used by the resident poor of the Town of Milton for both shelter and for making a common living. By 1941, however, the direct use of these buildings and structures by the poor of the Town of Milton had ceased. The buildings and structures identified in items 8a through 8d above were then rented out by the Trustees. The rent therefrom was deposited into a fund designated the Governor Stoughton Fund. The Trustees distributed income and appreciation from that Fund to the poor of the Town of Milton.<sup>3</sup>

10. The Property is located at the end of Governor Stoughton Lane in Milton, and is shown on the Town of Milton Assessors' Maps as Map K, Block 6, Lot 2. A copy of a portion of the

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<sup>3</sup> A full description of the Historical Use of the Property is contained in the Massachusetts Historic Commission document attached as Exhibit B.

Town of Milton Assessors' Maps which show the Property is attached as Exhibit C.

11. In the past several years, the Trustees and the Public Charities Division of the Office of the Attorney General have communicated many times about how the Property could best be utilized to serve the poor of the Town of Milton.
12. The Trustees concluded that rental of existing buildings and structures on the Property was not adequately providing for the needs of the poor of the Town of Milton.
13. Moreover, some of the buildings are in disrepair. The building at 169 Governor Stoughton Lane and the building at 175 Governor Stoughton Lane feature wiring that is decades old and would require massive upgrades in order to be brought up to current safety standards. Both buildings have structural problems that could require the Trustees to spend precious Trust resources to ensure that they remain safe for human habitation.  
  
At present, only one (1) of the buildings and structures described in item 8 above is being rented, namely, the building at 208 Governor Stoughton Lane. The rental income from that building continues to be deposited into the Governor Stoughton Fund, from which income and appreciation is distributed by the Trustees to benefit the poor of the Town of Milton.
14. The Trustees, therefore, decided that the best option would be to sell or to lease the Property to a third party, and to use the revenue generated from such sale or lease for the benefit of the poor of the Town of Milton.
15. Given that the Trustees are all the Selectmen of the Town of Milton, the Trustees took action to solicit proposals pursuant to M.G. L. c.30B the Commonwealth of Massachusetts Uniform Procurement Act. A copy of M.G.L. c.30B, §16 is attached as Exhibit D.
16. The Trustees subsequently sought an appraisal of the Property.
17. CB Richard Ellis/New England submitted an appraisal report to the Trustees dated April 6,

2009. That report determined that the highest and best use of the Property is residential development, and indicated a fair market value of the Property between three million eight hundred forty-five thousand dollars (\$3,845,000) and eight million five hundred forty-four thousand dollars (\$8,544,000), depending upon the type of residential development of the Property. See Exhibit E, CB Richard Ellis/New England appraisal report.

18. In early 2011, the Trustees voted to declare the Property available for disposition pursuant to M.G.L. c.30B, §16. See Exhibit F, Trustees' Vote.
19. On or about February 14, 2011, the Trustees issued a Request for Proposals (RFP) for the lease or sale of the Property. At all times, the Trustees followed M.G.L. c.30B, including, without limitation, M.G.L. c.30B, §16, and all applicable guidelines, opinions, and manuals issued by the Office of the Inspector General of the Commonwealth of Massachusetts, which is charged with the enforcement of M.G.L. c.30B.  
  
The RFP requested separate price proposals and non-price proposals, as permitted by M.G.L. c.30B, §16. The RFP stated that Proposals were due on or before March 25, 2011, at 2:00 P.M. local time, at Office of the Milton Board of Selectmen, Milton Town Office Building 525 Canton Avenue, Milton, MA 02186. See Exhibit G, RFP.
20. The RFP was duly and properly advertised in the Central Register and in a newspaper of general circulation serving the Milton area within the advertising requirements of M.G.L. c.30B, §16. The RFP was also posted at the Milton Town Office Building within the advertising requirements of M.G.L. c.30B, §16.
21. All advertising requirements under M.G.L. c.30B, §16, were met by the Trustees as they issued the Request for Proposals.
22. The Trustees received price proposals and non-price proposals from five (5) different

entities. See Exhibit H, list of proposers and summary of proposals.

23. The Trustees selected two (2) finalists, the Copeland Family Foundation, Inc. proposal and the Pulte Homes of New England, LLC proposal.
24. The Copeland Family Foundation, Inc. ("Copeland Family Foundation") proposal featured multi-dimensional development of the Property. The Copeland Family Foundation proposed to restore the Men's Almshouse on the site for re-use by the Milton Food Pantry and for the Milton Residents Fund Office. The Copeland Family Foundation also proposed to raze the Main Almshouse and to remove the building. The Copeland Family Foundation also proposed to raze the animal shelter currently operated by the Milton Animal League and to construct "a new and more appropriate building" for an animal shelter. The Copeland Family Foundation also proposed to raze the Stable and to preserve the Pest House as a single family residence for as long as practicable. The Copeland Family Foundation would then preserve the remainder of the fields and orchard as open space.
25. The Copeland Family Foundation proposed to purchase the Property for a total of one million five hundred thousand dollars (\$1,500,000.00) over a period of five (5) years.
26. Pulte Homes of New England, LLC ("Pulte Homes"), the selected proposer, submitted a proposal featuring three (3) different development plans. These three different development plans were labeled "Plan A," "Plan B," and "Plan C".  
  
Plan A featured a plan by Pulte Homes to build a single family community consisting of twenty-seven (27) lots to be situated on the parcel. The homes proposed featured "classic New England architecture". Access to the site would be via Unquity Road. All structures to be built were proposed to comply with current zoning and would feature one hundred (100) foot buffers from existing residential neighborhoods.



Under Plan B, Pulte Homes proposed to divide the Property into two (2) parcels. In the first, thirty (30) acre parcel, Pulte Homes proposed to build a single family community consisting of twenty-three (23) lots to be situated on the parcel. The homes proposed featured “classic New England architecture”. Access to the site would be via Unquity Road. All structures to be built were proposed to comply with current zoning and would feature one hundred (100) foot buffers from existing residential neighborhoods. In the second, four (4) acre parcel, the existing buildings would be demolished. Pulte Homes proposed to work with Habitat for Humanity or another non-profit group to build four (4) affordable homes that would be sold with a deed restriction to ensure that they would be affordable in perpetuity.

Under Plan C, Pulte Homes proposed to divide the Property into two (2) parcels. In the first, thirty (30) acre parcel, Pulte Homes proposed to build a single family community consisting of twenty-three (23) lots to be situated on the parcel. The homes proposed featured “classic New England architecture”. Access to the site would be via Unquity Road. All structures to be built were proposed to comply with current zoning and would feature one hundred (100) foot buffers from existing residential neighborhoods. In the second, four (4) acre parcel, the Trustees would maintain ownership and control over future redevelopment and would decide, at a later time, what, if any renovation/redevelopment would take place at a future date.

27. Pulte Homes offered to purchase the Property for a total of five million dollars (\$5,000,000.00).
28. The Trustees subsequently evaluated these two (2) proposals. In order to aid in the evaluation of said proposals the Trustees obtained a second appraisal, pursuant to a written

Request for Quotations. The appraisal report, issued by J. Murray Regan, a Certified Real Estate Appraiser in the Commonwealth of Massachusetts, appraised the Property under three (3) residential development options: four (4) acre lots, forty thousand (40,000) square foot lots, and a sixty (60) unit Attached Cluster Development, and determined that the fair market value of the Property for each of those three (3) options was two million four hundred seventy thousand dollars (\$2,470,000.00), four million six hundred forty-three thousand dollars (\$4,643,000.00) and six million two hundred thirty thousand dollars (\$6,230,000.00), respectively. A copy of said appraisal report is attached as Exhibit I.

29. At the meeting of the Trustees on June 27, 2011, the Trustees unanimously voted in favor of a motion which provides in part:

“that the Milton Board of Selectmen, sitting as Trustees of the Governor Stoughton Trust (“the Trustees”), pursuant to Chapter 30B, Section 16 of the Massachusetts General Laws, vote as follows:

- A. to accept the proposal of Pulte Homes of New England, LLC as being the most advantageous proposal from a responsible and responsive proposer for purchase of the Governor Stoughton Trust Property, which proposal was submitted in response to the Request for Proposals for the Lease or Sale of the Governor Stoughton Trust Property issued by the Trustees; and that the Trustees vote to award to Pulte Homes of New England, LLC a contract for the purchase of said property, subject to the following conditions:
  - 1. negotiation of a Purchase and Sale Agreement which shall include a provision that the deed from the Trustees to Pulte Homes of New England, LLC shall include a restriction that the design, architectural style, construction, and intensity of the development and use of the Governor Stoughton Trust Property, including without limitation the number of buildings and dwelling units, if any, shall be as set forth on page(s) 21-22 of non-price proposal submitted by Pulte Homes of New England, LLC;
  - 2. approval of said purchase by the office of the Attorney General of the Commonwealth of Massachusetts; and
  - 3. approval of said purchase by a Massachusetts court of competent jurisdiction.
- B. in the event that each of the foregoing conditions is not satisfied, to accept the proposal of the Copeland Family Foundation, Inc., as being the second most

advantageous proposal from a responsible and responsive proposer for purchase of the Governor Stoughton Trust Property, ...". See Exhibit J for a copy of the entire vote.

30. The time for acceptance of the Copeland Family Foundation proposal has expired.
31. On or about October 26, 2011, the Trustees and Pulte Homes signed a Purchase and Sale Agreement for the Property. A copy of said Purchase and Sale Agreement is attached hereto as Exhibit K.
32. Section 6 of said Purchase and Sale Agreement, on page 3, provides that the agreed Purchase price is five million dollars (\$5,000,000.00).
33. Rider A, Section 12 of said Purchase and Sale Agreement at pp. 18 and 19 provides that the BUYER agrees to build a single family community utilizing the Milton Custer Zoning By-Law consisting of twenty-three (23) single family residences to be located on the twenty-three (23) lots to be situated on the Property, and that the BUYER may need an additional special permit or special permits and or a variance or variances to obtain approval of the proposed development. A copy of the Town of Milton Zoning By-Laws is attached hereto as Exhibit L. The Attached Cluster Development Zoning By-Law is set forth in Section VI K. therein.
34. The Trustees and Pulte Homes signed a First Amendment to Purchase and Sale Agreement effective as of January 5, 2012. Said First Amendment amended Rider A, Section 12 and the two (2) pages attached to said Purchase and Sale Agreement to include only the text of the Plan C submitted by Pulte Homes, which was approved by the Trustees. A copy of said First Amendment is attached hereto as Exhibit M.
35. Rider A, Section 15 of said Purchase and Sale Agreement (Exhibit K) at page 20 provides that "The sale of the Premises by the SELLER to the BUYER in accordance with this

Agreement is contingent upon approval thereof by the Office of the Attorney General of the Commonwealth of Massachusetts”. The Attorney General has assented to this Complaint.

36. Rider A, Section 16 of said Purchase and Sale Agreement (Exhibit K) at page 20 provides in part “The sale of the Premises by the SELLER to the BUYER in accordance with this Agreement is contingent upon approval thereof by a Massachusetts court of competent jurisdiction”.
37. The Governor Stoughton Trust for the poor of Milton holds three hundred eighty-seven thousand six hundred sixty-five and 61/100 dollars (\$387,665.61) in liquid assets. The Property has been generating moderate income for several years. From July 1, 2002 through June 30, 2012, the Trustees have expended two hundred thousand seven hundred fifty-eight and 36/100 dollars (\$200,758.36) dollars from the Governor Stoughton Fund for the poor of Milton. See Exhibit N.
38. This Court has the power to permit deviation to allow the land to be sold and the proceeds to be invested for the benefit of the poor of Milton. The leading Massachusetts case on deviation is *Trustees of Dartmouth College v. City of Quincy*, 357 Mass. 521 (1970) (the Dartmouth Case) wherein the Supreme Judicial Court considered a deviation from the terms of a charitable gift made by way of a testamentary trust created by Dr. Ebenezer Woodward, who died in 1869, “for the education of females . . . who are native born, born, I wish it to be understood, in the Town of Quincy, and none other than these, to be allowed to attend this Institute which I wish to be as perfect as well conducted as any other in the state”. Dartmouth, *supra*, 357 Mass. at 523. Dartmouth College was named to receive the gift over in the event the trust property was used “for any other purpose than contemplated

in this will”. Dartmouth, *supra*, 357 Mass. at 527. By 1968, the trustees were unable to cover the operating expenses of the Woodward School with income from the trust fund. The school had a capacity of one hundred students, however only seventy-five or fewer students had attended the previous two years. “Financial difficulties had adversely affected the school’s accreditation. Tuition income, however, could be increased materially if the school was able to operate at capacity, and accreditation could probably be restored. It had been lost largely because of uncertainty concerning the school’s financial future.”

Dartmouth, *supra*, 357 Mass. at 525.

Faced with the need for additional income, the trustees formulated a proposal to permit non-Quincy born girls to attend the school only to fill otherwise unused seats and have the non-Quincy girls pay more tuition than Quincy girls, the tuition differential being equal to the income of the trust fund which, in essence would benefit equally each of the Quincy-born girls attending the school. Such a proposal, said the trustees, would assure economic viability and keep the high admission standards desired by the grantor. The Supreme Judicial Court held that the proposal of the trustees constituted a reasonable deviation from the express terms of Dr. Woodward’s trust language despite the specific prohibition against admission to the school of non-Quincy born girls.

39. Similarly, William Stoughton, by his testamentary trust, intended to benefit the poor of Milton. Three centuries have passed since he established this charitable trust. The Selectmen of the Town of Milton acting as the Trustees of the Governor Stoughton trust have determined in accordance with the law of deviation and the facts of this case that the Governor Stoughton Trust in its present form as a land trust does not adequately benefit the poor of Milton. They have also determined through a process that conforms to both

municipal and trust laws that the sale of the Property for five million dollars (\$500,000,000) to Pulte Homes, the highest proposer with the most viable plan for redevelopment, is the best plan to aid the poor of Milton.

**WHEREFORE**, the Plaintiff prays that this Court, under the doctrine of deviation, issue a Decision, Order and Judgment that the Milton Board of Selectmen, acting as Trustees under the Will of William Stoughton, are authorized to sell to Pulte Homes of New England, LLC a portion containing approximately thirty (30) acres of the Property given to the Town of Milton under the July 6, 1701 Will of William Stoughton for a price of five million dollars (\$5,000,000.00), in accordance with the Purchase and Sale Agreement dated October 26, 2011 between the Town of Milton, acting by its Board of Selectmen as Trustees under the Will of William Stoughton, and Pulte Homes of New England, LLC, as amended by a First Amendment to Purchase and Sale Agreement effective as of January 5, 2012, and to deposit the net proceeds of said sale into the Governor Stoughton Fund to be held as an endowment fund administered by said Trustees, the income and appreciation of said Fund to be used for the benefit of the poor of the Town of Milton, as the Milton Board of Selectmen, acting as Trustees under the Will of William Stoughton, shall determine; and that this Court order such further relief that it deems just and proper.

VERIFICATION OF COMPLAINT

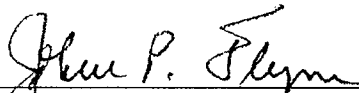
I, Denis F. Keohane, Chairman of the Board of Selectmen of the Town of Milton, Massachusetts, hereby verify that I have read the foregoing Verified Complaint, and that is true to the best of my knowledge, information and belief.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

  
\_\_\_\_\_  
Denis F. Keohane

Dated: 10/8, 2013

Respectfully submitted,  
The Milton Board of Selectmen,  
Acting as Trustees under the  
Will of William Stoughton,  
By their attorneys,

  
\_\_\_\_\_  
John P. Flynn, Esq., BBO No. 172640  
Bryan R. Le Blanc, Esq., BBO No. 654215  
MURPHY HESSE TOOMEY & LEHANE, LLP  
300 Crown Colony Drive, Suite 410  
Quincy, MA 02169  
617-479-5000

Dated: November 20, 2013



COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

PROBATE AND FAMILY COURT  
NO.

THE MILTON BOARD OF SELECTMEN, )  
Acting as TRUSTEES UNDER THE )  
WILL OF WILLIAM STOUGHTON, )  
Plaintiff )  
v. )  
MARTHA M. COAKLEY in her capacity as )  
Attorney General of the Commonwealth of )  
Massachusetts, )  
Defendant )

JOINT MOTION OF THE PARTIES FOR ENTRY OF JUDGMENT IN THE FORM ATTACHED

The plaintiff Trustees and the Defendant, Martha Coakley in her capacity as Attorney General of the Commonwealth of Massachusetts, move that this Honorable Court enter Judgment in the form attached.

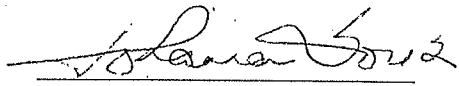
Respectfully submitted

The Milton Board of Selectmen,  
Acting as Trustees under the  
Will of William Stoughton,

Martha Coakley  
Attorney General

By their attorneys,

John P. Flynn, Esq., BBO No. 172640  
Bryan R. Le Blanc, Esq., BBO No. 654215  
MURPHY HESSE TOOMEY & LEHANE, LLP  
300 Crown Colony Drive, Suite 410  
Quincy, MA 02169  
617-479-5000

  
Johanna Soris  
BBO # 473350  
Mary Beckman  
BBO # 565655  
Assistant Attorneys General  
Nonprofit Organizations/Public  
Charities Division  
Business and Labor Bureau  
Office of the Attorney General  
One Ashburton Place, Rm. 1813  
Boston, MA 02108  
617.727.2200

DEC 16 2013

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

PROBATE AND FAMILY COURT  
NO.

THE MILTON BOARD OF SELECTMEN,	)
Acting as TRUSTEES UNDER THE	)
WILL OF WILLIAM STOUGHTON,	)
Plaintiff	)
	)
v.	)
	)
MARTHA M. COAKLEY in her capacity as	)
Attorney General of the Commonwealth of	)
Massachusetts,	)
Defendant	)

ANSWER AND ASSENT OF THE ATTORNEY GENERAL

The plaintiff Trustees request this Court's approval of a deviation from the trust established by the will of Governor William Stoughton (the "Trust"). Although the Milton Selectmen serve as its Trustees, the Trust is a private charitable trust subject to G.L. 203E (Mass. Uniform Trust Code), not a unit of government or a trust holding public assets. The deviation, if approved, would facilitate the sale of Trust land to Pulte Homes ("Pulte"), the highest bidder for the Trust land, to generate \$5,000,000 which the Trustees would then direct to the benefit of Town of Milton residents in need of shelter, food and the other necessities of life, consistent with the Trust's intended purpose.

The Attorney General answers the complaint for deviation as follows:

The Attorney General, subject to the comments in this Answer, admits the allegations contained in the complaint and assents to the relief requested. The proposed transaction, should it be approved by this Court, will generate five million dollars (\$5,000,000) for the Trustees to use on behalf of Town of Milton's residents in need. The sale of Trust land and the principal generated from the sale, in the view of the Attorney General's Public Charities Division, will allow the Trust to better achieve its intended purpose of assisting the needy as compared to continued maintenance of the Trust as vacant land.

Further answering the Attorney General states:

The Office of the Attorney General (AGO) represents diverse aspects of the public's interest,

including enforcement of Massachusetts wage and hour laws. In the recent past, the AGO issued citations to several subcontractors on Pulte construction sites for numerous violations of Massachusetts wage and hour laws, including but not limited to prevailing wage, minimum wage, payment of wages, and overtime violations.<sup>1</sup>

The AGO is inclined to assent to the relief requested in this matter because it serves the interests of the trust beneficiaries and is therefore consistent with the law governing deviation from charitable trusts. G.L. c. 203E, § 412(a) (Mass. Uniform Trust Code) (court may modify trust based on circumstances not anticipated by the settlor, to further trust's purposes); *Trustees of Dartmouth College v. Quincy*, 357 Mass. 521, 532 (1970) (modification of terms of trust enabled Woodward School for Girls to continue to achieve the primary objective of the trust to educate Quincy girls at an affordable tuition). However, in light of the recent history of multiple labor law violations at Pulte construction sites, the AGO is concerned about the intent and willingness of Pulte to comply with the letter and spirit of Massachusetts labor laws, and for the rights of workers who may be hired by Pulte and others to develop the Trust land after it is sold. The AGO requested that the plaintiff Trustees obtain as part of the proposed transaction Pulte's agreement to comply and assure its contractors' compliance with Massachusetts wage and hour laws at the Trust land development site. The parties declined to include any such obligations in the transaction, although the AGO fully expects, of course, Pulte's compliance with Massachusetts law as Pulte develops the site.

For these reasons, the AGO requests that the Judgment approving deviation include the provision that the Trustees take reasonable steps to confirm that work performed on the land being sold in the transaction is performed in compliance with Massachusetts labor laws, as set forth in the attached proposed form of judgment at Tab A. The AGO requests this Judgment to ensure that Pulte Homes, as the beneficiary of this court's deviation order, understands the Commonwealth's expectation that, as post-

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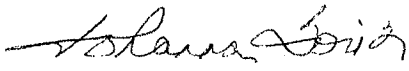
<sup>1</sup> See Exhibit 1, copies of citations issued to Pulte subcontractors for labor law violations arising out of Pulte's development of residential property in Braintree, Plymouth, Natick and Northbridge, Massachusetts. See generally, Exhibit 2, Thomas Gillo, *AG Takes Action Against Pulte Homes Contractors*, BOSTON BUSINESS JOURNAL, January 18, 2012; Robbie Whelan and Melanie Trotman, *U.S. Battles Home Builder Over Pay Probe*, WALL STREET JOURNAL, March 22, 2012.

deviation owner and developer of the Trust land, Pulte must conform to Massachusetts law (as must any other Massachusetts developer).

The AGO has requested of the Plaintiff Trustees, and the Plaintiff Trustees have agreed, that they will post this Answer and Assent on the Town of Milton website and that, as the Trust land is developed, the Trustees will take appropriate steps to provide to the AGO any information concerning labor law violations, to the attention of AGO Fair Labor Division, which provides online complaint forms. The AGO requests that the Plaintiff Trustees be so directed as part of this Court's order approving the requested deviation.

Respectfully Submitted

Martha Coakley  
Attorney General

By:   
Johanna Soris  
BBO # 473350  
Mary Beckman  
BBO # 565655  
Assistant Attorneys General  
Nonprofit Organizations/  
Public Charities Division  
Business and Labor Bureau  
Office of the Attorney General  
One Ashburton Place, Rm. 1813  
Boston, MA 02108  
617.727.2200

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

PROBATE AND FAMILY COURT  
Docket No. 13E0068

THE MILTON BOARD OF SELECTMEN, )  
Acting as TRUSTEES UNDER THE )  
WILL OF WILLIAM STOUGHTON, )  
Plaintiff )

v. )

MARTHA M. COAKLEY in her capacity as )  
Attorney General of the Commonwealth of )  
Massachusetts, )  
Defendant )

JUDGMENT

FEB 4 2014



The Parties having come before this Court in agreement that the William Stoughton Trust (the Trust) meets the criteria for deviation pursuant to G. L. 203E, § 412(a) and the Court having found that the sale of the Trust property is for fair market value and is an arms' length transaction in keeping with the fiduciary duties of the Milton Board of Selectmen acting as Trustees u/w/o William Stoughton (the Trustees) it is hereby DECLARED, ORDERED, and ADJUDGED as follows:

1. The Trustees are permitted to sell the Stoughton Property in accordance with the purchase and sale agreement;
2. The Trustees will serve a copy of this Judgment on Pulte Homes (Pulte), the buyer of this property, to inform the proper corporate representatives that Pulte is expected to conform to Massachusetts labor laws just as all other Massachusetts developers must do.
3. The Trustees will attach to the Judgment that it serves on Pulte a copy of the Attorney General's Answer and Assent to the complaint.

4. The Trustees will post the Attorney General's Answer and Assent on the Town of Milton website and as the Trust land to be sold pursuant to this judgment is developed, the Trustees will take appropriate steps to provide the Attorney General any information they receive concerning labor law violations by notifying the Attorney General's Fair Labor Division.
5. The Trustees will post a link on the Town website to provide online access to Fair Labor Division complaint forms.
6. The Trustees will consult with the Attorney General's Office on other means of ensuring labor law compliance in the development that will result from the transaction approved herein.

So Ordered:

1/23/14

George F. Phelan  
GEORGE F. PHELAN J.



**Select Board**

**Meeting Packet**

**September 19, 2023**





① 3D PERSPECTIVE VIEW 1



# Modular Construction of the Milton Animal Shelter Project

## Request to Award

## Select Board Meeting

September 19, 2023



## Background:

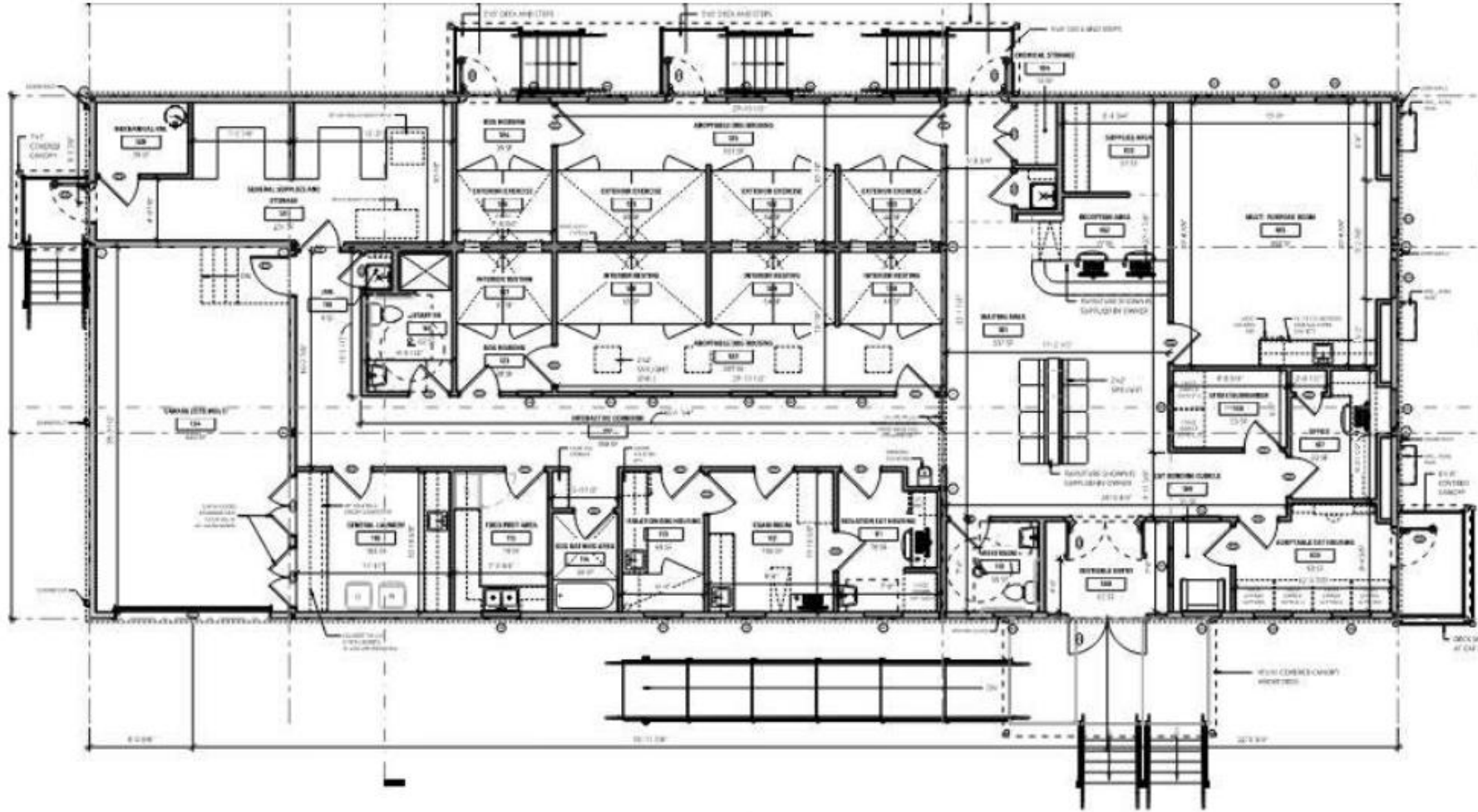
- Hill selected in September 2022 to manage project for Town
- Created RFP including Civil Design from prior bid package
- Advertising of RFP was in July 2023, evaluation of alternate site delayed advertisement.
- 9 companies obtained RFPs and attended preproposal conference
- One responsive proposal received for August 12 deadline
- Proposal reviewed by Advisory Committee members and Hill
- Negotiated reduction in ledge removal unit cost
- Proposal recommended to Select Board at September 13, 2023 Advisory Committee meeting.

-



## Next Actions:

- Consider award based on Advisory Committee recommendation (tonight)
- If accepted, enter contract with Axis Construction
- Prepare site, design, fabricate and install modular building
- Substantial Completion September 2024
-



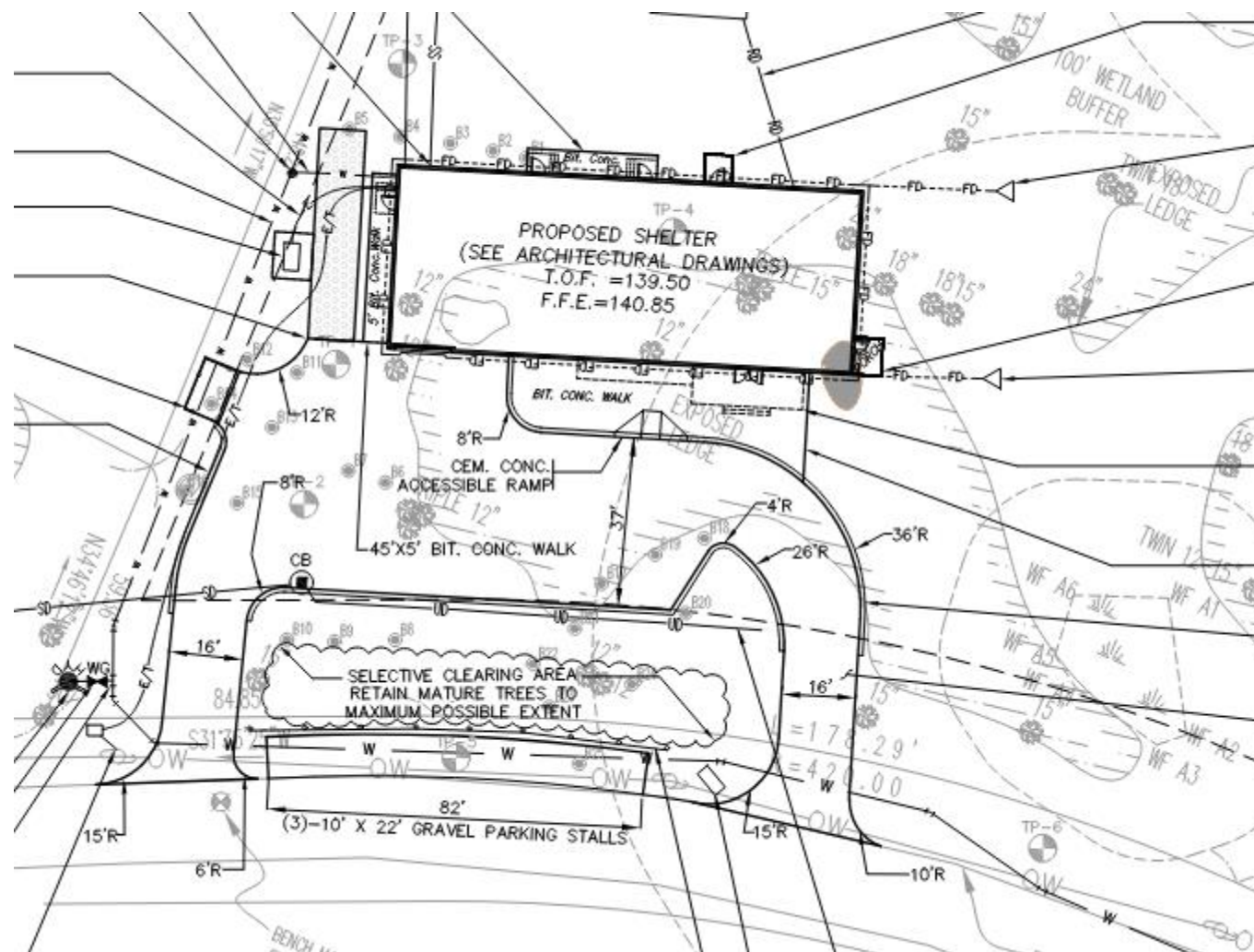
Floor Plan by Rauhaus Freeddenfeld & Associates, adapted to modular construction in Axis Proposal



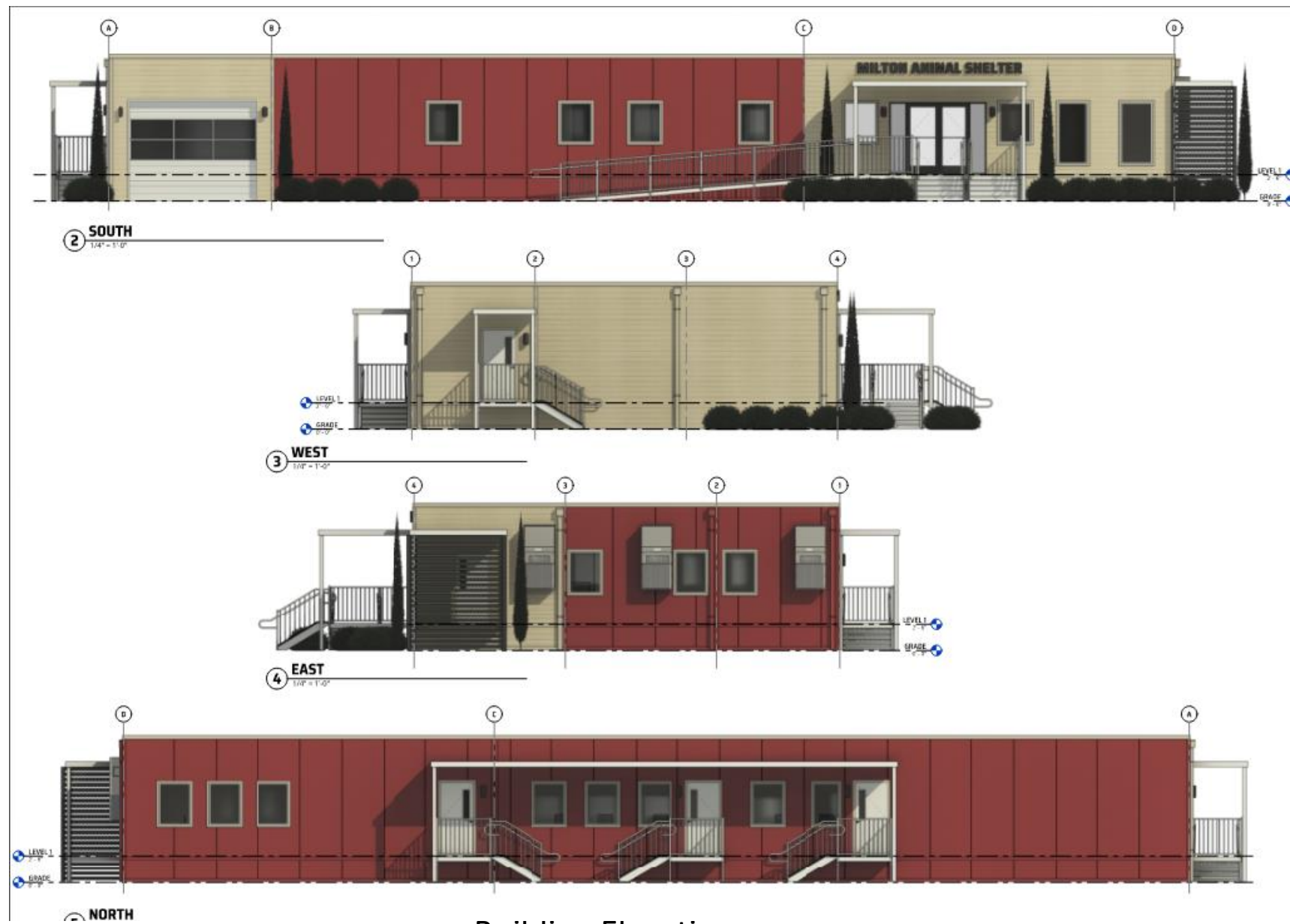


Building site as it looks today





## Site Plan.



Building Elevations





① 3D PERSPECTIVE VIEW 1



② 3D PERSPECTIVE VIEW 2

## Milton Animal Shelter Proposed Renderings



Task Name	Duration	Start	Finish
<b>Preliminary Project Schedule- Milton Animal Shelter Project</b>	<b>296 days</b>	<b>Wed 8/9/23</b>	<b>Thu 10/3/24</b>
<b>Proposal and Contract</b>	<b>37 days</b>	<b>Wed 8/9/23</b>	<b>Fri 9/29/23</b>
Submit Bid Proposal	1 day	Wed 8/9/23	Wed 8/9/23
Client Review Proposal	6 days	Thu 8/10/23	Thu 8/17/23
Submit Updated Bid Proposal- Price Concession	10 days	Fri 8/18/23	Thu 8/31/23
Client Review Updated Bid Proposal	4 days	Fri 9/1/23	Thu 9/7/23
Submit Updated Bid Proposal- Negotiated Scope	3 days	Fri 9/8/23	Tue 9/12/23
Client Review Updated Proposal	10 days	Wed 9/13/23	Tue 9/26/23
<b>*Contract Execution*</b>	<b>3 days</b>	<b>Wed 9/27/23</b>	<b>Fri 9/29/23</b>
<b>Design and Engineering</b>	<b>142 days</b>	<b>Tue 10/17/23</b>	<b>Tue 5/7/24</b>
Field Investigation and Survey	6 days	Fri 10/20/23	Fri 10/27/23
Long Lead MFG Submittals to Owner	4 days	Wed 11/8/23	Mon 11/13/23
Owner Review/Approval of Long Lead MFG Submittals	7 days	Tue 11/14/23	Wed 11/22/23
90-100%- Building Design Documents and MFG Submittals to Owner	67 days	Tue 10/31/23	Tue 2/6/24
Site/Civil Plans (By Others NIC)	17 days	Tue 10/31/23	Wed 11/22/23
Owner Review/Approval 90-100% Building Design Documents and Submittals	7 days	Wed 2/7/24	Thu 2/15/24
Final Engineered Building Drawings to Owner	14 days	Fri 2/16/24	Wed 3/6/24
<b>State Modular Program Approval**</b>	<b>21 days</b>	<b>Thu 3/7/24</b>	<b>Thu 4/4/24</b>
<b>Local Building Permit Approval **</b>	<b>21 days</b>	<b>Tue 4/9/24</b>	<b>Tue 5/7/24</b>
<b>Local Site/Civil Permit Approval**</b>	<b>21 days</b>	<b>Tue 10/17/23</b>	<b>Tue 11/14/23</b>
<b>Manufacturing and Transportation</b>	<b>178 days</b>	<b>Fri 11/24/23</b>	<b>Mon 8/5/24</b>
Procurement of Long Lead Building Materials	124 days	Fri 11/24/23	Mon 5/20/24
Building Material Procurement	33 days	Fri 4/12/24	Wed 5/29/24
Commence Fabrication of Modular Units	42 days	Mon 6/3/24	Tue 7/30/24
Transport Modular Units to Site	4 days	Wed 7/31/24	Mon 8/5/24
<b>Site/Civil and Foundation</b>	<b>223 days</b>	<b>Thu 11/16/23</b>	<b>Mon 9/30/24</b>
Mobilize Site/Install Erosion Control and Construction Entrance	4 days	Thu 11/16/23	Tue 11/21/23
Clear Site/Tree Removal	20 days	Wed 11/22/23	Wed 12/20/23
Prep Site and Install Utilities	24 days	Thu 12/21/23	Fri 1/26/24
Building Foundation Stake/Layout	1 day	Thu 6/6/24	Thu 6/6/24
Foundation Excavation and Footing/Pier Pours	16 days	Fri 6/7/24	Fri 6/28/24
Foundation Cure Time	7 days	Mon 7/1/24	Tue 7/9/24
Prep and Complete Finish Civil	28 days	Thu 8/22/24	Mon 9/30/24
<b>Setup and Installation</b>	<b>24 days</b>	<b>Wed 8/7/24</b>	<b>Mon 9/9/24</b>
Crane Set Modular Units onto Foundation	1 day	Wed 8/7/24	Wed 8/7/24
Anchor Buildings to Foundations	1 day	Thu 8/8/24	Thu 8/8/24
Complete Interior/Exterior Seams Buildings	23 days	Thu 8/8/24	Mon 9/9/24
Install Building Skirting	5 days	Fri 8/9/24	Thu 8/15/24
<b>Building Utilities</b>	<b>28 days</b>	<b>Tue 8/13/24</b>	<b>Thu 9/19/24</b>
Complete Manifold of Crawlspace Plumbing Waste and Water Supply	7 days	Tue 8/13/24	Wed 8/21/24
Installation of Electrical Service Cable to Main Panel	6 days	Fri 8/30/24	Fri 9/6/24
Complete Electrical Work Within Garage	6 days	Thu 9/12/24	Thu 9/19/24
Installation of MDP/ Electrical Interconnections	4 days	Thu 8/22/24	Tue 8/27/24
Plumbing Interconnections	3 days	Wed 8/14/24	Fri 8/16/24
Fire Alarm	6 days	Mon 9/9/24	Mon 9/16/24
<b>Exterior Building Finish Work</b>	<b>27 days</b>	<b>Tue 8/13/24</b>	<b>Wed 9/18/24</b>
Install Decks, Steps, Ramps and Canopy	8 days	Tue 8/13/24	Thu 8/22/24



Task Name	Duration	Start	Finish
Construct Site Built Garage	27 days	Tue 8/13/24	Wed 9/18/24
<b>Punchlist and Closeout</b>	<b>10 days</b>	<b>Fri 9/20/24</b>	<b>Thu 10/3/24</b>
Inspections and Walk-Thru of Axis Construction Scope	5 days	Fri 9/20/24	Thu 9/26/24
Punchlist Development	4 days	Fri 9/20/24	Wed 9/25/24
Substantial Completion	1 day	Fri 9/27/24	Fri 9/27/24
Punchlist Work	5 days	Thu 9/26/24	Wed 10/2/24
Start Up and Testing	1 day	Fri 9/20/24	Fri 9/20/24
Final Completion	1 day	Thu 10/3/24	Thu 10/3/24
<b>*Schedule Is Based On Receiving Contract Execution On 8/30/23*</b>	<b>3 days</b>	<b>Wed 9/27/23</b>	<b>Fri 9/29/23</b>
<b>**Federal, State, City, Zoning, Health, Fire and Building Approvals Durations May Vary**</b>	<b>21 days</b>	<b>Tue 4/9/24</b>	<b>Tue 5/7/24</b>

## Key Dates:

29 Sept Contract Execution  
 16 Nov Site Preparation Begins  
 26 Jan 2024 Site Prep ends  
 2 June 24 Building Fabrication  
 6 June 2024 Foundations  
 8 August 2024 Building Installed  
 27 Sept 2024 Substantial Completion

Contractor's  
 Proposed  
 Schedule



Thank you!

Milton Animal Shelter <b>DRAFT</b> Total Project Budget								
<b>Construction</b>	<b>Cost</b>		<b>Notes</b>	<b>Funding sources</b>	<b>Committed</b>	<b>Received</b>	<b>Total</b>	<b>Notes</b>
Design, Fabricate and Install Modular Building	\$ 3,338,062		Updated by Axis 9/12/23					
Expected/Anticipated ledge	\$ 250,000			Milton Animal League	\$ 700,000		\$ 700,000	
Ledge Contingency	\$ 278,000			Copeland Foundation	\$ 2,500,000		\$ 2,500,000	
Owner's Construction Contingency	\$ 65,000			Town of Milton	\$ 700,000		\$ 700,000	
SUBTOTAL HARD COSTS		\$ 3,931,062		State Budget Earmark		\$ 20,000	\$ 20,000	
				Gift Account Remaining Balance		\$ 12,596	\$ 12,596	
LAL Engineering	\$ 17,500		Project Engineer	Milton Animal League		\$ 20,000	\$ 20,000	Check received
Hill International	\$ 92,120		Owner's Project Manager	Milton Animal League		\$ 92,120	\$ 92,120	
Rauhaus Freedenfeld and Associates	\$ 11,900		Architect	Milton Animal League		\$ 11,900	\$ 11,900	
Furniture, Fixtures and Equipment	\$ 10,000			Milton Animal League	\$ 10,000		\$ 10,000	
Technology and Security	\$ 2,500			Town of Milton		\$ 2,500	\$ 2,500	Allowance for wifi access points, cameras, ACO computer
Utility Costs	\$ 15,000						\$ -	
Owner's Soft Cost Contingency:	\$ 20,000							
SUBTOTAL SOFT COSTS		\$ 169,020						
Total Project Costs		\$ 4,100,082		Total Available and Committed Funding	\$ 3,910,000	\$ 159,116	\$ 4,069,116	
<b>Construction Budget Summary</b>								
Total Available and Committed Funding	\$ 4,069,116							
Total Project Costs, with Contingencies	\$ 4,100,082							
Funding Surplus/Deficiency	\$ (30,966.00)							
<b>Alternates</b>								
Alternate 1	\$ 82,236							
Alternate 2	\$ 64,787							
Water Line	\$ 65,000							



# Project Proposal

## For

# Modular Construction of the Milton Animal Shelter

*Prepared by:*

Brent Doucette  
Business Development Manager  
125 Laser Court  
Hauppauge, NY 11788  
C 631-708-9627  
F 631-415-9993

August 9, 2023  
(Revised September 1, 2023- Price Concession)  
(Revised September 12, 2023- Negotiated Scope)





August 9, 2023

Paul Kalous, AIA  
Hill International  
75 Second Avenue, Suite 300  
Needham, MA 02494

Re: Request for Qualifications and Proposals for Modular Construction of the Milton Animal Shelter

Dear Paul,

Thank you for the opportunity presented to Axis Construction Corp and Whitley Manufacturing to work along with Hill International on the above-referenced project.

As the leaders in modular construction, both Axis and Whitley have the proven experience to deliver quality buildings on time and on- budget. We have the resources and experience to meet the needs of clients like you who understand the value of high quality permanent modular construction. With an average of 25 years of construction experience each Team Member has the committed resources and skills necessary to develop your project from concept to completion and we feel confident that the depth of our proposed solution will enable you to fully appreciate our capability.

The AXIS/Whitley difference is the “total team approach” to construction and customer service. This approach encompasses pre-design consultation, onsite project management and post construction follow-up. These elements result in significant time and cost savings, providing an unsurpassed quality project, one that meets the client’s expectations and budget.

After you have reviewed the attached proposal, please feel free to contact us at your earliest convenience so that we may answer any questions you may have. Thank you in advance for taking the time to review our proposal. Please do not hesitate to contact me at 631-708-9627 should there be any questions.

Sincerely,

*Brent Doucette*

Brent Doucette  
Business Development Manager

Attachments: Proposal Document

## TABLE OF CONTENTS

- Axis/Whitley Overview
- Axis Health & Safety
- Project Profiles
- Key Personnel & Project Structure
- Project Communication
- Project Risk Assessment
- Proposed Drawings
- Modular Building Specifications
- Scope of Work
- Pricing Summary
- Project Clarifications
- Proposed Schedule
- Proposed Sub-Contractors

## AXIS Overview

For more than twenty years, AXIS Construction has been widely recognized as an innovator in construction, design and management services, consistently raising the industry standard for the building community.

With a team approach that encompasses pre-design consultation, on-site project management, and post-construction follow-up, AXIS strives to exceed expectations and deliver creative, sustainable, and cost-effective results for all clients. Axis was founded on a strong commitment to excellence and honesty that is brought to every project undertaken from small renovations to complex multi-phase assignments. AXIS has been honored with numerous awards and has received a platinum rating from the U.S. Green Building Council.



AXIS is dedicated to quality buildings, total project management, on-time delivery and completion, and complete Customer Satisfaction. Our vast expertise and strong financial resources enable you to work with professionals who get the project completed on time and on budget.

Buildings range from temporary wood structures, to fully protected, non-combustible, steel and concrete multi-story structures. Single modules, new buildings, entire wings/annexes can be added or moved with unlimited applications in the educational, medical and industrial/commercial fields.

One of the major advantages of modular technology is the relocatability factor which enables flexibility in design and use. This also makes the building subject to demanding structural provisions not required in other buildings.

AXIS's design team proposes buildings of the finest quality, with complete understanding of all your needs and requirements, a building that will complement and enhance your facility, while maintaining strict adherence to budget and fiscal restraints.



## Whitley Overview

Whitley Manufacturing has pioneered modular and prefabricated construction since 1945. The company has been on the forefront of modern, automated building systems and accelerated construction for nearly 74 years. Since transitioning to permanent commercial construction in 1993, the company has developed and introduced numerous new construction methods, materials, techniques, and systems that make it the foremost name in modular and prefabricated construction.



Delivering permanent facilities of technically demanding specification, extensive scope, and modern aesthetics in 40% less time than conventional construction, Whitley Manufacturing is uniquely suited to serving the needs of today's client in a fast-paced, global marketplace. With expertise across the spectrum of building types, the company continues towards its objective of being the nation's pre-eminent supplier of prefabricated commercial buildings.

Whitley Manufacturing has the resources and experience to deliver technically demanding projects of large scope and scale on an accelerated timeline.

## AXIS Health & Safety

AXIS is committed to achieving environmental, health and safety (EHS) excellence. Our commitment to safety is unwavering as AXIS recognizes that our most valued asset is our employees and their safety is of the utmost importance to AXIS. Safety is a core value of AXIS with safety being a responsibility and requirement of all management and all employees in all functions.

AXIS is dedicated to providing a safe and healthy working environment and to the protection of the environment associated with the communities in which we do our business. Both management and employees consider themselves a team working together to accomplish the common goal of a safe, healthy, and environmentally compliant workplace with the ultimate goal of zero injuries for our employees, contractors, and customers.

Our site-specific health and safety plan outlines the Environmental Health and Safety (EHS) Plan and Policy for all sites. It includes general safety practices, responsibility and management guidelines, along with a site-specific EHS policy.

AXIS has the Safety Vision of “Nobody Gets Hurt” — Stop work if conditions or behaviors are unsafe. Adhering to the AXIS’s Safety Vision and the EHS will ensure a SAFE and COMPLIANT work environment where “Nobody Gets Hurt” while working at AXIS.

### Axis Construction Workers Comp EMR Ratings

7/1/2020	0.83
7/1/2021	0.83
7/1/2022	0.97



### SAFETY

Axis Construction HASP
10-30HR OSHA Training
Sub-Contractor Safety Performance
Preconstruction Safety Review
Daily Safety Meetings
Periodic PPE Checks
Site Safety Signage

## Project Profiles



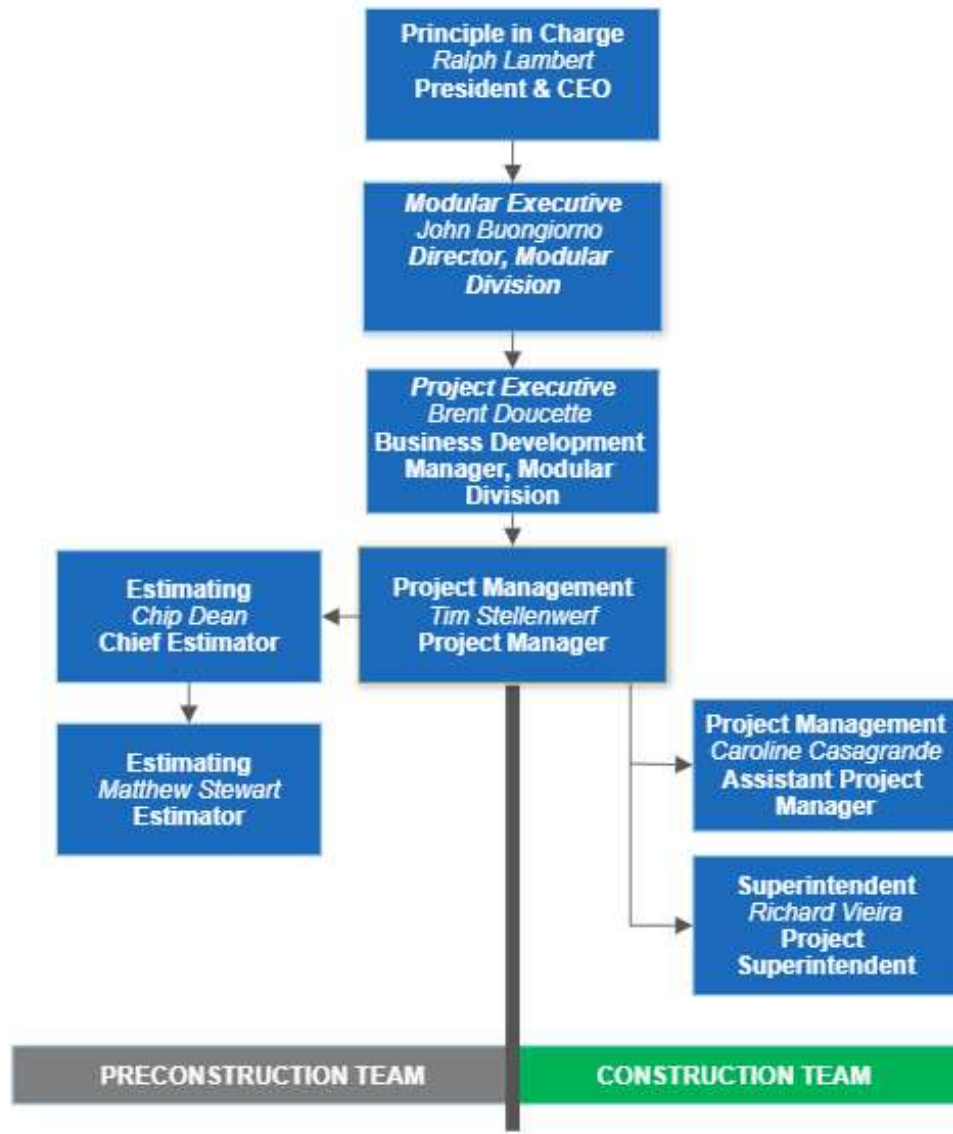
<b>Customer:</b>	<b>Molloy College</b>
<b>Project Type:</b>	Student Residence Hall- Bogner Hall
<b>Dates:</b>	October 2018 - August 2019
<b>Project Scope:</b>	Design Build Services, Construction of the Modules, Delivery, Installation, Finishes, and Utilities to Source (Full Turn-Key Application)
<b>Description:</b>	Construction of a 3-Story, 28,000SF Student Residence Hall with Modular Construction Supported with a Site Constructed 8,000SF Basement





<b>Customer:</b>	NYC Health & Hospitals Corp.
<b>Project Type:</b>	Medical Facility
<b>Dates:</b>	September 2017 – April 2018
<b>Project Scope:</b>	Design Build Services, Construction of the Modules, Delivery, Installation, Finishes, and Utilities to Source (Full Turn-Key Application)
<b>Description:</b>	Construction of a 2-Story, 20,000SF Modular Healthcare Clinic. The Building Has Also Achieved a LEED Silver Rating.

## Key Personnel & Project Structure



*\*All personnel proposed for this project are subject to change based on availability at time of award/contract\**

Position	Key Duties/Responsibility
<b>Axis Construction</b>	
Modular Executive	Responsible for the overall performance of the contract to Town of Milton.
Project Executive	Responsible for overall performance of preconstruction work including project budget, schedule and scope development, responsible for managing project management team.
Business Development Manager	Axis point of contact to the customer and responsibility for contract management.
Chief Estimator	Responsible for all preconstruction work including project budget and scope development, responsible for managing estimator.
Estimator	Responsible for all preconstruction work including project budget
Project Management	Principal Point of Contact, responsible for managing project superintendent, attend project meetings, oversees modular building design/changes, specifications, schedule and budget management. Responsible for initiating purchase orders and approval vendor payment applications
Assistant Project Manager	Responsible for processing, tracking and document management.
Project Superintendent	Lead Point of Contact on Site, responsible for managing daily construction activities to insure on time budget completion. Completes daily reports, documents site activity, enforces site QA/QC and safety. Attends project meetings, leads QC/QA, safety, schedule and budget management.



### Ralph Lambert, President & CEO

Ralph Lambert began working in the construction industry as a young man alongside his father and grandfather and quickly discovered a passion for it that still guides him today. He worked as a laborer, while putting himself through college at Suffolk County Community College and then Hofstra University.

In 1992, Ralph founded Axis Construction with the support of a carefully selected team of experienced project managers and supervisors. With their combined wealth of knowledge of the construction industry, Axis Construction was able to transform from a small business, operating out of the family kitchen, into the successful construction firm that it is today. Under Ralph's diligent guidance, perseverance, and hard work, Axis Construction has become a recognized name in such major fields as healthcare, higher education, commercial and industrial construction.

### John Buongiorno, Director of Modular Division

John Buongiorno brings over 33 years of sales and administrative management experience in the modular industry to Axis Construction. John has been with Axis for 20 years as the Director of the Modular Division. He also serves as Director of Human Resources. His extensive knowledge of the modular building industry has led to long, successful partnerships with the top modular building manufactures, architects, supplies and contractors throughout the USA and Canada. A graduate of Manhattan College, John holds a Bachelor of Science degree in business administration/finance. He is also a member of the Modular Building Institute.

As Director of the Modular Division, John's responsibilities include complete oversight for all modular projects, as well as leading the division's marketing and business development efforts. Prior to joining Axis Construction Corporation, John was the Northeast Region Sales Manager for a national modular building firm. He brings a comprehensive knowledge of the New York/New Jersey area as well as modular experience throughout the country to our team at Axis.

### Brent Doucette, Business Development Manager, Modular Division

Brent Doucette has over 24 years of experience in the construction industry, with the past 16 years focused in on commercial modular construction. He has played an integral role within the industry as Project Manager, Construction Manager and has received multiple Team and Leadership Awards throughout the duration of his career. In his experience, primarily the Northeast Territory, he has been influential in all preconstruction phases of projects ranging from \$100,000 to \$25,000,000.

Brent has also been instrumental in the design, development and execution of "floorless" modular building projects including NY Red Bull's and NYCFC's Training Facilities. He currently holds a CS License with the State of Massachusetts.

### Tim Stellenwerf, Project Manager

Tim Stellenwerf comes to the technical team with over 30 years construction experience ranging from Nuclear Ship Management for Electric Boat Shipyard to an independent contractor on commercial and residential buildings. Focus for the last 5 years has been on modular construction management. Tim has the daily responsibilities for all site activities including role of managing subcontractors, budgets, schedules, quality assurance, customer satisfaction, and site construction. Tim's technical knowledge and supervisory experience help promote a safe and productive job site. He currently holds a CS License with the State of Massachusetts.



#### [Chip Dean, Chief Estimator](#)

Chip Dean has 32 years of experience as a Project Manager, Project Executive, and Chief Estimator. He possesses a wide range of commercial construction experience, from interior alterations and renovations to multi-building developments. Chip is comfortable working with owners and their representatives, design professionals, and building construction, engineering and operations personnel.

#### [Matthew Stewart, Estimator](#)

Michael Lisi has been in the estimating field for over 10 years. Initially starting in the construction industry as a laborer and then moving into the office estimating commercial flooring. His hard work and dedication, honed in the U.S. Navy, has enabled him to quickly move up to handling all phases of carpentry as well. Working closely with clients and subcontractors on a daily basis has broadened his professionalism and skills to now handling all aspects of project estimating. Specific responsibilities include but are not limited to attending and conducting pre-bid meetings/site walk-through's, surveying existing project conditions, soliciting subcontractors to bid on projects, maintaining request for information logs and responses from owners and/or architects, producing take-offs using estimating software for budgetary and bidding purposes, evaluating bid proposals during the bid leveling process, organizing and submitting bid proposal packages, following up with client on submitted bids, attending sealed bid openings and other mandatory meetings.

#### [Caroline Casagrande, Assistant Project Manager](#)

Karla Bravo has over 21 years of experience in the construction industry. Karla possesses strong knowledge in Prolog, Sage and New Forma. She is responsible for the efficient processing of all construction related documentation throughout all phases of the project: bidding, takes offs, purchasing, contracts, safety, insurances, long lead critical item management, submittals, administrative and financial documents, punch lists, close-out, etc. She is the liaison for construction supervisors, project managers and subcontractors.

#### [Richard Vieira, Construction Superintendent](#)

Richard Vieira has extensive experience in all areas of construction management as a Construction Supervisor and Project Manager for more than 40 years. His ability to coordinate and oversee complicated construction projects is tied directly to this experience. Richard has exceptional problem solving skills and effective communications with client and staff. Additionally, he has the ability to prioritize and manage heavy flow of diverse assignments in highly fast-paced environment



## Project Communications

Task	Occurrence
<b>Project Communication</b>	
Manufacturers/Subcontractor Coordination Calls	Daily
Subcontractor Site Meetings	Daily
Safety Talks	Daily
Pre-installation Meetings	As Required
Client Meetings	As Required
<b>Project Reporting</b>	
Daily Reports	Daily
Safety Reports	Daily
Schedule Updates	Weekly
Project Status Reports	Weekly

Axis utilizes

**PROCORE®**

as its online project management & collaboration tool



Customers' representatives are invited to participate as project team members in order to increase the team's communication, project execution and effectiveness through this collaborative effort.

## Project Risk Assessment

Risk Factor	Risk Level	Control Measures
Project Safety	Yellow	Axis HASP, Daily Safety Meetings & Civil Contractor Coordination
Design Development & Shop Drawings Delays	Yellow	Axis Consultants & Whitley's In-House Design Team
State Approvals	Green	Working Relationship & Familiarity W/ State Office
Material Procurement	Red	Identify Long Lead Items and Utilize Axis's Local Vendor Base & Whitley's National Buying Power - Direct Procurement
Manufacturing Capacity	Yellow	Utilize One of Whitley Manufacturer's Many Facilities- Leola, PA Facility
Manufacturing Quality	Yellow	Axis's QA/QC Mgr & Whitley's Manufacturer QA/QC Program
Transportation Delays	Green	Utilize Multiple Vendors & PM Logistics Coordination
Installation Schedule	Red	Axis In-House Project & Site Managers W/ Daily Coordination Meetings
Installation Quality	Yellow	Axis QA/QC Program, Pre-Installation Meetings
Utility Coordination	Yellow	Early Planning & Communication

Advanced planning and staging, which is required by our design and solution approach, will lead to the minimization of any higher risk factors present in any project of this size.

Also, our risk-mitigation team comprised of our Management Team, our Project Manager and the Site Superintendents will help in our risk-mitigation effort.

## Proposed Drawings

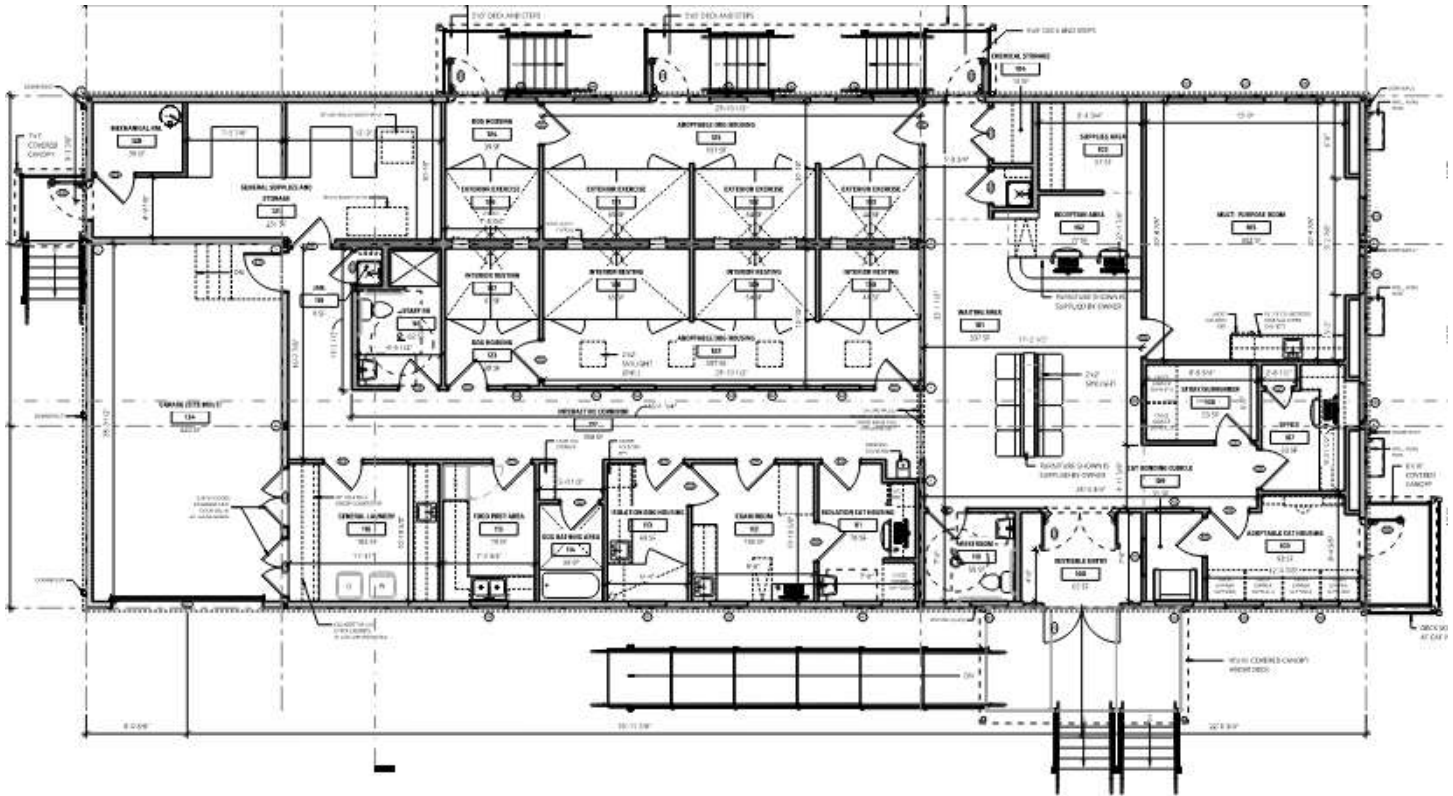


① 3D PERSPECTIVE VIEW 1

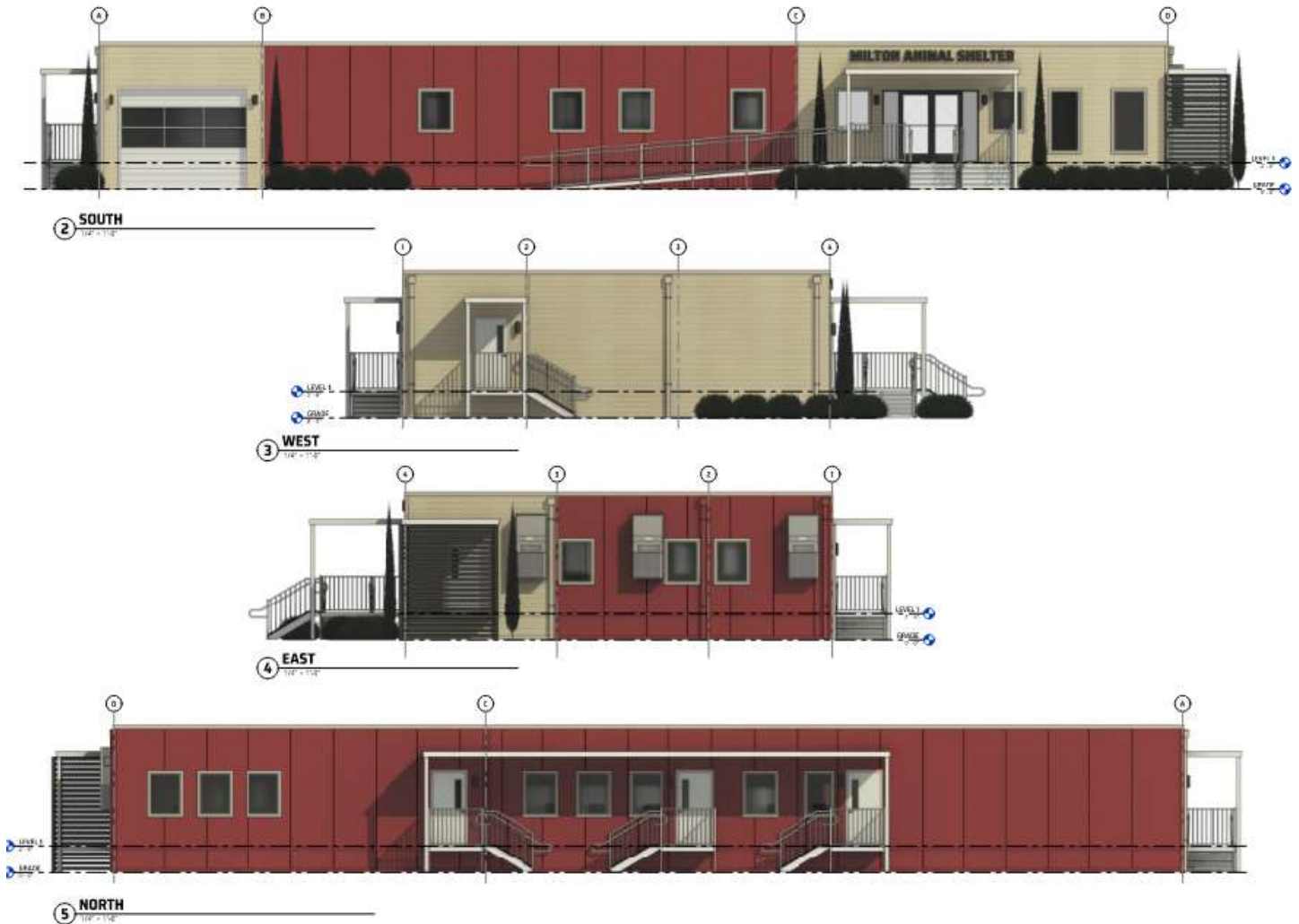


② 3D PERSPECTIVE VIEW 2

## Milton Animal Shelter Proposed Renderings



Milton Animal Shelter Proposed Layout



## Milton Animal Shelter Proposed Elevation



## Modular Building Specifications

BUILDING: MILTON ANIMAL SHELTER  
 UNITS: (3) 13'9" X 35', (1) 13'9" X 68', (2) 13'9" X 55' BOXES  
 CO  
 DE: IBC  
 STATE: MA

### **FRAME:**

TYPE: PERIMETER  
 MAIN BEAM: WF 12X16#/LFT  
 X-MEMBER: 10X12#/FT AT 48" O.C.  
 HITCH: BOLT ON HEAVY DUTY (PINTLE EYE)  
 AXLES: QUAD  
 AXLES: SIX  
 TIRES: 8:00X14.5 14 PLY

### **FLOOR:**

BTM BOARD: FS-25 CLASS A POLYMAX TYPE FW OR EQUAL  
 INSULATION R-30 KRAFT FACED  
 JOISTS: NONE  
 DECKING: STEEL B-DECK FASTENED TO FRAME  
 DECKING: 3/4" USG CONCRETE STRUCTURAL PANEL  
 3" NOM. POURED LIGHTWEIGHT CONCRETE INCLUDING  
 DECKING: DECKING DEPTH AT KENNELS  
 COMMERCIAL GRADE HEAT WELDED SEAM ROLL GOODS-  
 COVERING: ARMSTRONG MEDINTECH OR EQUAL  
 COVERING: EPOXY FLOORING AT KENNEL AREA ONLY  
 BASE TRIM: 6" VINYL COVE BASE  
 MISC: 30" X 30" BILCO FLOOR HATCH TYPE "T" T-2; QTY OF (1)

### **EXTERIOR WALLS**

STUDS: 2"X6" @ 16"O.C.  
 WALL HEIGHT: 8'-0" FINISH CEILING HGT TO TOP OF T-GRID  
 COVERING: 5/8" UNFINISHED GYPSUM- REGULAR  
 COVERING: F.R.P. LAMINATED TO 1/2" GYPSUM  
 TAPED, FINISHED AND PRIMED BY FACTORY (ALL  
 COLOR: SEAMLINES AND  
 FINAL PAINTING TO BE BY AXIS)  
 SHEATHING: 1/2" CDX PLYWOOD OR 7/16" OSB  
 SHEATHING: AIR INFILTRATION BARRIER  
 INSULATION: 1.5" RIGID FOAM

INSULATION: R-21 KRAFT FACED  
SIDING: 5/16" HARDIE-PANEL (STUCCO)  
SIDING: 5/16" HARDIE-LAP  
TRIM: ROUGH SAWN CEDAR  
SKIRTING: 5/16" HARDIE-PANEL (STUCCO) AVE 48"H

### **INTERIOR WALLS**

STUDS: 2"X4" @ 16"O.C.  
COVERING: 5/8" UNFINISHED GYPSUM- REGULAR  
F.R.P. LAMINATED TO 1/2" GYPSUM AT DOG CAT HOUSING  
COVERING: AREAS  
MISC: FRP IN BATHS  
TAPED, FINISHED AND PRIMED BY FACTORY (ALL  
COLOR: SEAMLINES AND  
FINAL PAINTING TO BE BY AXIS)  
INSULATION: R-11 UNFACED  
PLENUM  
WALLS PARTIAL WIDTH OF MODULE

### **ROOF:**

RAFTERS: 2X10 S.P.F. #2 @ 16" O.C.  
TRANSVERSE RIDGE (# L.L.) 55  
MATE BEAM: STEEL I-BEAM W/STEEL COLUMNS  
MAX SPAN OF (20) FT  
SHIP LOOSE CROSSOVER HEADERS FOR SITE INTALL AT  
NOTE: CORRIDOR  
POSTS: NO EXPOSED POSTS  
FISSURED SUSPENDED CEILING (24X24 TILE) SHIP LOOSE  
CEILING: PER PLAN DESIGNATION  
FINISH CEILING OF 8'-0" TO TOP OF T-GRID  
TRUE CEILING 1/2" UNFINISHED GYPSUM  
INSULATION R-30 UNFACED  
INSULATION RIGID FOAM TO MEET COMCHECK  
SHEATHING: 5/8" DENS DECK  
60 MIL PVC/TPO (GRAY OR WHITE), AXIS TO HAVE A  
ROOFING: CERTIFIED INSTALLER AT SITE FOR MATE LINES  
NOTE: 20 YR. ROOF WARRANTY  
MANSARD: STARTER PARAPET  
MISC: ROOF SCUPPERS /DOWNSPOUTS BY AXIS AT SITE  
2'-6" X 3' BILCO ROOF HATCH TYPE "S" #S-20 WITH STEEL  
MISC: LADDER  
2' X 2' PYRAMID FIXED SKYLIGHTS SHIPPED LOOSE,  
MISC: LEVELING CURB BY FACTORY



VENTS: AURA ATTIC VENT SYSTEM  
(SHIP LOOSE COLLARS AND CAPS)

**DOORS:**

EXT. DOOR: 36X80 SPECIAL LITE FRP ALUMINUM FRAMED POLY  
INSULATED  
FULL LITES IN ENTRANCE WITH SIDE LITES  
WITH LEVER LOCKSET (GRADE I) SMALL FORMAT ICC CORE  
WITH (GRADE I) CLOSER  
W/RIM PANIC  
QTY OF (2)  
CARD READERS BY OWNER AT SITE. EMPTY J-BOX  
PROVIDED BY FACTORY

NOTE: EXT. DOOR: 36X80 SPECIAL LITE FRP ALUMINUM FRAMED POLY INSULATED  
20" X 20" VISION PANEL- QTY OF (4)  
QTY OF (5)

NOTE: INT DOOR: GARAGE DOOR TO BE BY AXIS AT SITE  
36X80 SOLID CORE WOOD W/ STEEL FRAME  
FULL LITES IN ENTRANCE INT. VESTIBULE DOORS  
WITH GRADE I LEVER LOCKSET  
WITH LCN CLOSER (GRADE I)  
QTY OF (34)

**WINDOWS:**

8 MISC: INTERIOR FIXED WINDOWS W/ STEEL FRAMES  
SIZE: 36X48 FIXED AND CASEMENT TYPE  
GLAZING: LOW E DIG CLEAR  
INT. TRIM: PRE-PAINTED  
MISC: WITH INSECT SCREENS  
QTY OF (19)

NOTE: WINDOW SHADES BY OWNER AT SITE

**ELECTRICAL:**

LOADCENTER: 120/208 V. 3-PHASE 60 HZ, 4-WIRE  
MAIN SIZED AS REQUIRED- LEAVE SPACE FOR FUTURE  
ELECTRIC VEHICLE CHARGING STATION  
QTY OF (6)

LOADCENTER: MAIN DISTRIBUTION PANEL AND HOMERUNS ARE TO BE  
SUPPLIED AND INSTALLED BY AXIS @ SITE

WIRING: MC CABLE (HOSPITAL GRADE)

INT. LIGHTS: 24"X48" LAY IN LED  
QTY OF (60)

EXT. LIGHTS	LED WALL PACK W/EMERGENCY BATTERY BACKUP AND PHOTOCELL QTY OF (10)
EGRESS LIGHT	EXIT LIGHT W/ BATTERY PACK QTY OF (10)
EGRESS LIGHT	EXIT/EMERGENCY LIGHT WITH BATTERY PACK AND REMOTE HEAD QTY OF (10)
MISC:	(ALL EXTERIOR LIGHTS AND REMOTE HEADS ON SIDEWALLS WILL BE SHIPPED LOOSE AND INSTALLED BY AXIS AT THE SITE)
RECEPTACLES	
:	110V 20 AMP DUPLEX
RECEPTACLES	
:	GFI AS REQUIRED
RECEPTACLES	HEAT TAPE RECEPT (GFI PROTECTED) HEAT TAPE TO BE BY AXIS
:	
RECEPTACLES	
:	DEDICATED RECEPTS FOR CUSTOMER APPLIANCES AT SITE
SWITCHES:	110V 20 AMP
SWITCHES:	110 VOLT OCCUPANCY SENSOR TYPE
PHONE	
DROPS:	3/4" NON-METALLIC CONDUIT TO CEILING CAVITY QTY OF (30)
DATA DROPS:	3/4" NON-METALLIC CONDUIT TO CEILING CAVITY QTY OF (30)
FIRE ALARM:	ROUGH-IN ONLY (SYSTEM TO BE BY AXIS AT SITE)
PA. SYSTEM:	ROUGH-IN ONLY (SYSTEM TO BE BY THE CUSTOMER AT SITE)

**PLUMBING:**

WTR CLST:	CHINA TANK TYPE (HANDICAPPED) QTY OF (2)
LAVATORY:	CHINA WALL HUNG (HANDICAPPED) QTY OF (3)
WTR HTR:	120 GALLON ELECTRIC (240 VOLT) W/ RECIRC. PUMP QTY OF (1)
EXP TANK:	EXPANSION TANK (BACKFLOW PREVENTOR BY AXIS) QTY OF (1)
DOG SINK	STAINLESS STEEL DOG GROOMING TUB/SINK
SHOWER:	36" ONE PIECE FIBERGLASS (HANDICAPPED)

	QTY OF (1)
MISC. SINKS:	22" X 25" SGL BOWL STAINLESS STEEL
	QTY OF (3)
MISC. SINKS:	19" X 33" DOUBLE BOWL STAINLESS STEEL
	QTY OF (1)
WATER	DRINKING FOUNTAIN WALL HUNG HI/LOW WITH BOTTLE
COOLER:	FILLER
	QTY OF (1)
SERVICE SINK:	24" X 24" FLOOR MOUNTED
	QTY OF (2)
FLOOR DRAIN:	3" CAST IRON
	QTY OF (9)
HOSE BIBB:	FROST PROOF
NOTE:	TRAP PRIMERS WITH TRICKLE, NOT JUST TRAP SEAL
SUPPLY:	TYPE L COPPER
DWV:	CAST IRON
	MULTIPLE DROPS W/ MAIN MANIFOLD BY AXIS AT SITE
R.RM. ACCESS	TOILET PAPER HOLDER
	QTY OF (2)
R.RM. ACCESS	PAPER TOWEL DISPENSER
	QTY OF (2)
R.RM. ACCESS	GRAB BARS
	QTY OF (2)
R.RM. ACCESS	SOAP DISPENSER
	QTY OF (8)
R.RM. ACCESS	18"WX36"H S.S. FRAME MIRROR (HANDICAP ACCESS.)
	QTY OF (2)

### H.V.A.C.

HEAT/COOL:	SPLIT SYSTEM 1.5 TON A/C W/ 10KW HEAT (11.0 EER)
	QTY OF (2)- EQUIPMENT TO SUPPORT SEPARATE ZONES FOR
	DOG AND CAT HOUSING
HEAT/COOL:	WALL HUNG 4.0 TON A/C W/ 20 KW HEAT (11.0 EER)
	QTY OF (3)
	**3-PHASE
	**WITH HEAT PUMP
MISC:	UNITS TO HAVE ECONOMIZERS
SUPPLY DUCT:	GALVANIZED IN THE CEILING CAVITY
SUPPLY DIFF.	24"X24" LAY-IN W/ADJ. DAMPER
RETURN	
DUCT:	GALVANIZED IN THE CEILING CAVITY
R/A DIFF:	24"X24" LAY-IN W/ADJ. DAMPER

EXHAUST  
FAN: 180 CFM (CEILING MOUNTED)  
QTY OF (3)

EXHAUST  
FAN: 300 CFM (CEILING MOUNTED)  
QTY OF (1)

EXHAUST  
FAN: 75 CFM (WALL MOUNTED)  
QTY OF (2)

THERMOSTAT: PROGRAMMABLE

MISC: GALVANIZED DUCT AND FIRE DAMPERS AS REQUIRED

**FURNISHINGS:**

NOTE: ALL APPLIANCES BY OWNER AT SITE, ROUGH INS FOR  
DRYER AND WASHING MACHINE

75 L.F.: WALL CABINETS (LAMINATE)

75 L.F.: BASE CABINETS (LAMINATE) W/  
75 SOLID SURFACE COUNTERTOP

NOTE: ALL KENNELS, KENNEL DOORS, CAGES, RUNS, EQUIPMENT  
BY AXIS

NOTE: ALL CANOPIES, CAT PORCH, OUTSIDE EQUIPMENT BY AXIS  
AT SITE

MISC: FOLD UP PREFAB STAINLESS STEEL EXAM TABLE

STATE

LABELS: MA

CODES: IBC

SEALED

DWGS: MA

THIRD PARTY: THIRD PARTY LABEL

## Scope of Work

### Summary of Work:

The following specification was prepared for the Request for Qualifications and Proposals for Modular Construction of the Milton Animal Shelter. It is the intent of this specification to outline the scope of work for the modular buildings to be located in Milton, MA.

The modular building to be provided will consist of approximately 4,040 square feet. AXIS Construction Corp will supply, transport, erect and complete the building as described in sections below.

All materials, equipment, devices, color, etc. will be industry standard unless otherwise noted in the specifications.

Scope Description	Scope Details	Excluded	AXIS	Client
<b>Building</b>				
New Modular Building	The new manufactured modular building(s) to be provided will consist of approximately 3,650 square feet and is to be designed/constructed in accordance with the Building Specifications.		X	
Site Constructed Garage	The site constructed garage to be provided will consist of approximately 430 square feet and designed/constructed in accordance with the Building Specifications. Supply materials, labor, tools, and equipment to construct one 15'-8" wide x 28'-0" long x 1-story high garage with (1) 10' x 11'-6" FRP overhead door. Building manufacturer shall furnish and ship loose PVC/TPO Roofing, Siding/Trim, Exterior Doors, Lighting Fixtures and Emergency Lighting per applicable building specifications.		X	
<b>Transportation</b>				
Deliver Modular Units	Transport modular units including surveys, escorts and permits from the Manufacturer's Facility to the project site located at access road in Milton, MA. Includes surveys, permits and escort as required for delivery to site staging area/if excess detours or mileage required for delivery to site – additional cost could apply. Assumed Shipping Height 13' -6".		X	
Shuttle Modular Units	Shuttle modular units from the staging area provided by client to the project site. Staging area shall be located on project site.		X	
<b>Installation</b>				

Scope Description	Scope Details	Excluded	AXIS	Client
Building Setup (Crane)	Provide required labor, materials and equipment to crane set the modular units onto the building foundation. Crane placement is assumed to be within 10' of proposed building(s). Crane Contractor is to provide all necessary rigging straps/cables to ensure proper lift of units.		X	
Anchor Modular Units-Materials	Furnish (45) 12" x 12" x 5/8" Weld Plates with (4) 5/8"Dia. With 2" J-Hooks 12" Long. Plates shall be embedded in Concrete Pier or Stem Wall as Required by Designing Engineer.		X	
Remove Axles/Tire	Axles and tires to be removed and stockpiled on site by the designated contractor. Removal from project site is by Setup Contractor.		X	
Remove Hitches	Hitches to be removed and stockpiled on site by the designated contractor. Removal from project site is by Setup Contractor.		X	
Interior/Exterior Seams	Complete all Exterior/Interior Seams Per the Drawings and Agreed Scope of Work. Floor seams shall be heat welded to a seamless transition from module to module. All interior and exterior seams shall be completed per the drawings and material manufacturer instructions. Once complete the seams shall maintain the "building envelope".		X	
Restroom Exhaust Roof Vents	Building manufacturer shall furnish ship loose restroom exhaust roof vents as required by drawings and applicable code. The Setup Contractor shall install, flash the vents per drawings and specification. If the vents are power vents an Electrical Contractor shall wire.		X	
Scuppers/Downspouts To Grade	Furnish and install scuppers and downspouts to grade and connect to storm drainage.		X	
Set/Flash Rooftop Mechanical Equipment	Provide all materials, labor and equipment to set and flash rooftop mechanical equipment. Assume (2) mini-split systems to support separate zones for dog and cat housing.		X	
Set/Flash Bilco Roof Hatch	Building manufacturer shall furnish ship loose Bilco roof hatch as required by drawings and applicable code. The Setup Contractor shall install, flash the hatch per drawings and specification.		X	
Skirting Framing and Face Material	Furnish and Install Treated Wood Framing attached to the Underside of the Buildings to Grade. Bottom Plate to be anchored to grade per drawings and industry standards. Skirting to be insulated with 2" XPS rigid foam insulation. Face material shall be hardi panel furnished by the building manufacturer.		X	
Install Crawl Space Vents	Building Manufacturer shall furnish and install inline crawl space vent as required by drawings and applicable code. Setup Contractor is to provide and install flashing where proposed vent system extends through roof. Assume (2) locations		X	

Scope Description	Scope Details	Excluded	AXIS	Client
Install Access Door	Furnish and install (1) 30" x 30" steel access door as required by drawings and specification.		X	
<b>Decks / Ramps / Canopies</b>				
Aluminum ADA Decks, Steps and Ramps	Prefabricated Aluminum ADA Decks, Steps and Ramps Shall be Designed by a Massachusetts Registered Engineer. Provide labor, materials and equipment to design, ship, unload, layout on site, install and inspect decks, steps and ramps as required. All welding on or off site shall be completed by a certified welder. Decks, Steps and Ramps to be installed directly on foundation slab. Coordinate site grading and stairway design. Powder coated black or white.		X	
Foundations for Decks, Steps and/or Ramps	Construct below grade concrete footings		X	
Aluminum Canopy	Aluminum Canopies Shall be Designed by a Massachusetts Registered Engineer. Provide labor, materials and equipment to design, ship, unload, layout on site, install and inspect canopies as required. All welding on or off site shall be completed by a certified welder. Powder coated black or white.		X	
<b>General Conditions</b>				
Architectural Design	Architect of Record, including but not limited to modular building and other building drawings.	X		
Engineer Design	Registered design professional to support controlled construction, including but not limited to modular building and other building drawings.		X	
Modular Building Drawings	Modular shop drawings shall be designed by a Massachusetts Registered Engineer, State 3rd party approved in accordance with applicable state and national model codes and project requirements		X	
Structural Engineering - Foundations	Foundation structural drawings shall be designed by a Massachusetts Registered Engineer in accordance with applicable project and code requirements.		X	
Electrical Engineering	Complete electrical drawings of power service to building manufacturer's subpanels. Drawings to include any client supplied equipment including but not limited to service feeds, MDP, transformers, disconnects, switches, meters, etc.... This has already been completed by L.A.L. Engineering Group			X
Plumbing Engineering	Complete plumbing drawings for crawlspace waste and water manifold to points of connection within the crawlspace.		X	



Scope Description	Scope Details	Excluded	AXIS	Client
Surveying	Complete a survey with a topo map of the required project area including survey limits, range, contours, all surface features and underground utilities within the area to be surveyed shall be shown and identified on the maps. In addition, these features shall be located by sufficient distance ties and labeled on the sheets to permit accurate scaling and identification. Establish project benchmarks and corner locations of the building(s).			X
Geotechnical Investigation & Report	Complete geotechnical testing at site and develop a comprehensive report with recommendations in accordance with applicable codes and project requirements			X
Civil Engineering	Complete Site Development Drawings including Site Plan, Grading Plan, Drainage Plan, Landscaping Plan, etc. in accordance with specific codes, municipal requirements and project requirements			X
SWPPP Planning/Design	Provide a complete SWPPP plan and details for work necessary prior, during and after proposed construction. All plans and details shall be in accordance with applicable codes			X
CMT (Construction Materials Testing)	Provide soil compaction testing, inspections, concrete sampling and testing during construction as required			X
Deck, Step and Ramp Drawings	Complete deck, step and ramp drawings shall be designed by a Massachusetts Registered Engineer in accordance with project and applicable codes.		X	
Bid Bond			X	
Performance Bond			X	
Liquidated Damages	\$500 per day if Contractor fails to meet their own schedule in the contract.		X	
Sales Tax	Tax Exempt	X		
Prevailing Wage	Non-Union / Prevailing-Wage		X	
Building Permits	Axis to provide, submit and secure permit/license documents. Excludes Permit Fees		X	X
Electrical Permit	Axis License Trades to provide, submit and secure permit/license documents. Excludes Permit Fees		X	
Plumbing Permit	Axis License Trades to provide, submit and secure permit/license documents. Excludes Permit Fees		X	
HVAC Permit	Axis License Trades to provide, submit and secure permit/license documents. Excludes Permit Fees		X	
Site Clean Up Labor	For clean-up of Axis scope of work and debris only		X	
Building Clean Up Labor	For clean-up of Axis scope of work and debris only		X	
Final Building Cleaning & Polish	Final clean-up and wipe down of building. Wash windows		X	
Modular Construction Offices	(1) Modular construction office with stairs as required		X	
Dumpsters	For Axis debris only		X	
Portable Restroom Stalls	For Axis workers only per OSHA		X	

Scope Description	Scope Details	Excluded	AXIS	Client
Lull Rental w/ Fuel	For Axis scope of work only		X	
Crane Rental with Operator	For Axis scope of work only. Crane Contractor to include lifting plan and all necessary rigging equipment, spreader bars, straps, etc.. In order for Setup Contractor to successfully crane set the proposed modular units onto the foundation. Assumed (1) Day Crane Duration		X	
Fire Extinguishers for Construction	Located in the modular construction office, at each generator location and at each exit in the proposed building during construction		X	
Safety Signage	Including but not limited to construction, wage, safety signage. Also includes a site MSDS and safety manuals		X	
Safety PPE	Including but not limited to hardhats, eye protection, safety vests. All workers shall be properly equipped by their company per OSHA		X	
Construction Fencing	6' Chain link construction fence with a minimum of (1) locked double gate		X	
Construction Fencing	4' Orange plastic construction fence, as required		X	
Construction Entrance	Establish a construction entrance/exit area with stone and wash down area		X	
Soil Erosion & Storm Water Control	Furnish labor and materials to install soil erosion and storm water control measures per SWPPP plan. This contractor also to regular inspect and maintain during construction		X	
Temporary Heat	Labor, Materials and fuel to provide temporary heat during construction if needed to maintain finishes. Contractor may utilize permanent system providing all filters are changed at building turnover.		X	
Temporary Lighting	Labor and material to string temporary lighting in the proposed building(s) to be constructed in accordance with OSHA. Building(s) Only		X	
Temporary Power	Labor/materials to install a temporary power feed from the existing electrical service or generator at the proposed building(s) to be constructed. Power poles shall be used for tools and temporary lighting. Includes but not limited to any permits, fees, meters, etc. For Axis scope of work only		X	
Subsurface Dewatering	Dewater Excavations as Required by Code, Inspectors or Designing Engineer		X	
Rock/Debris Excavation	Remove Rock or Other Debris as required by Code, Inspectors or Designing Engineer		X	
Concrete Testing	Provide labor and materials to complete slump and compressive testing in accordance with code and project requirements			X
Project Manager	Axis Project Manager has overall responsibility of the project budget and schedule. The Project Manager will be the POC for the client with any specific		X	

Scope Description	Scope Details	Excluded	AXIS	Client
	clarifications, change orders, schedule adjustments, etc.			
Project Superintendent	Axis's Project Superintendent will be on site daily when any work is being completed on-site by Axis. The Project Superintendent is responsible for managing day to day Axis project activities, coordination and communication with Axis's Project Manager and Other Project Superintendents		X	
QA/QC Manager	The QA/QC manager is responsible for reviewing the drawings, specifications and submittals to ensure all work is in accordance with applicable documents and codes. This person shall enforce a QA/QC plan and coordinate any code or client inspections. At Axis's option, depending on the project size and requirements this person may be a designated individual or be the project superintendent assigned by Axis.		X	
Safety Manager	The Safety Manager is responsible to enforce OSHA and Axis's Safety Procedure/Plan. This includes tool box meetings, safety planning and safety enforcement. At Axis's option, depending on the project size and requirements this person may be a designated individual or be the project superintendent assigned by Axis		X	
Factory Inspector	Axis's Factory Inspector will periodically inspect the modular building at the factory. This person is responsible for ensuring that the buildings are being constructed in accordance with applicable project documents, codes, etc. This inspection does not replace or reduce the necessary 3rd Party Inspections and the Manufacturers QA/QC program. At Axis's option, depending on the project size and requirements this person may be a designated individual or be the project superintendent assigned by Axis		X	
Site Security	Axis is responsible for overall project site security. Axis to secure buildings during non-working hours.		X	
Operation & Maintenance Submittals/Manuals	Axis's Project Manager will turnover to the client all O&M manuals in a binder and tabbed		X	
Closeout Submittals	Axis's Project Manager will turnover to the client all necessary closeout documents including but not limited to as-build drawings, engineering letters, certifications, etc. as required by the project documents and/or code.		X	
Safety Plan	Axis will have on site available a safety plan. All Axis contractors shall be responsible for understanding the requirements outlined in the safety manual in accordance by OSHA and/or Axis's Safety Manual as required.		X	

Scope Description	Scope Details	Excluded	AXIS	Client
Warranty	Axis's Project Manager will turnover to the client all necessary warranty documents as required by the project documents.		X	
Building and Equipment Training	All Axis's Subcontractors and Manufacturer shall provide to the client the necessary on-site training for the operation of the building and equipment installed		X	
<b>Site Preparation</b>				
Site Clearing	Complete scope as per civil engineering plans and specifications included in the RFQ/RFP.		X	
Site Demolition	Complete scope as per civil engineering plans and specifications included in the RFQ/RFP.		X	
Ledge Removal	Due to the lack of geotechnical information, we have excluded rock and ledge removal from our price proposal. This work shall be completed on a unit price basis verified using field measurements.		X	
Stockpile of Excessive Excavated Dirt/Fill	Complete scope as per civil engineering plans and specifications included in the RFQ/RFP.		X	
Site Preparation for Asphalt	Complete scope as per civil engineering plans and specifications included in the RFQ/RFP.		X	
Storm Drainage	Complete scope as per civil engineering plans and specifications included in the RFQ/RFP.		X	
Rough Grading	Complete scope as per civil engineering plans and specifications included in the RFQ/RFP.		X	
Final Grading	Complete scope as per civil engineering plans and specifications included in the RFQ/RFP.		X	
Topsoil	Complete scope as per civil engineering plans and specifications included in the RFQ/RFP.		X	
Seeding	Complete scope as per civil engineering plans and specifications included in the RFQ/RFP.		X	
Asphalt	Complete scope as per civil engineering plans and specifications included in the RFQ/RFP.		X	
<b>Foundations</b>				
Foundation and Footing Layout	Surveyor shall identify the building corners, the foundation contractor shall layout the complete foundation		X	
Foundation Excavation, Backfill and Compaction	Foundation contractor shall excavate for foundation, backfill and compact after installation and inspections. Any excessive excavated material that cannot be used in the backfill will be stockpiled on site and removed per Division 2		X	
Foundation Forming Installation and Removal	Labor and Materials as required to Install and Remove Forms. Includes Inspections		X	
Foundation and Footing Steel Reinforcing	Provide shop drawing plan and details for work necessary prior, during and after proposed construction. Plan copy to be onsite for use by owner's testing agency.		X	

Scope Description	Scope Details	Excluded	AXIS	Client
Conc Augured Footings (30") w/ Conc Piers Above Grade	Footing shall be excavated to applicable frost and top of footing shall be 6" below finish grade. Footing shall be free from all organic matter, loose soil/dirt and/or water as outlined in Division 2. Assume (40) 30" x 48"D below grade footings and piers. All concrete subject to cold weather shall be air entrained.		X	
Deck, Ramp, Step and Canopy Concrete Footings	Footing shall be excavated to applicable frost and top of footing shall be 6" below finish grade. Footing shall be free from all organic matter, loose soil/dirt and/or water as outlined in Division 2. Assume (42) 12" x 48"D below grade footings. All concrete subject to cold weather shall be air entrained.		X	
5" Concrete Slab with Turndown Foundation (Garage)	Topsoil shall be removed to a depth as outlined by the designing engineer. Slab final grade shall be leveled and compacted per drawings. Contractor shall furnish and install materials per design including inspections. All forms and debris shall be removed once concrete has cured. Assume 5" reinforced concrete slab at garage w/ #3 @18" o.c. each way with 48" deep turn down slab at the outside. All concrete subject to cold weather shall be air entrained.		X	
4" Concrete Sidewalks	Topsoil shall be removed to a depth as outlined by the designing engineer. Walkway final grade shall be leveled and compacted per drawings. Contractor shall furnish and install materials per design including inspections. All forms and debris shall be removed once concrete has cured. All concrete subject to cold weather shall be air entrained.		X	
Concrete Pad for Generator	Topsoil shall be removed to a depth as outlined by the designing engineer. Pad final grade shall be leveled and compacted per drawings. Contractor shall furnish and install materials per design including inspections. All forms and debris shall be removed once concrete has cured. All concrete subject to cold weather shall be air entrained.		X	
<b>Site Installed Exterior Finishes</b>				
Architectural Screen Wall and Chain Link Fence at Cat Porch	The cat porch shall be caged in with 1 inch mesh black coated chain link and screened as per specifications.		X	
<b>Site Installed Building Design Features</b>				
PVC/TPO Roofing	Building Manufacturer shall furnish and install PVC/TPO roof as per material supplier details and drawings. Building manufacturer shall Ship loose the necessary roofing, blocking, etc. so that the setup contractor can complete the roof seam. All work		X	

Scope Description	Scope Details	Excluded	AXIS	Client
	shall be installed in accordance with material supplier details and drawings to maintain warranty			
Overhead Door On Site	All labor and materials to supply and install (1) 10' x 11'-6" FRP clad automated with remote control insulated overhead door shall be by the designated contractor on-site, wired by the electrical contractor.		X	
Adjust Doors On Site	Once the building is setup and all doors installed the setup contractor shall inspect and adjust any door to ensure proper operation.		X	
Construction Cores by Factory	The Building manufacturer shall provide all door hardware with construction cores on exterior doors and plastic plugs on all interior. Hardware/locksets shall be MILTON Police Dept STANDARD as specified		X	
Master Key System	Master keying/final cores shall be provided to Milton Police and installed by Milton Police Dept. who will retain construction cores			X
<b>Finishes - Site Installed</b>				
Commercial Grade Vinyl Rolled Goods	Building manufacture shall furnish and install rolled goods per applicable building specifications. Any selected rooms and/or mateline seams identified for ship loose shall be installed by the designated contractor. Armstrong Medintech or Equal		X	
Walls- Tape, Spackle, Prime and Paint Wall Finish	Building manufacturer shall furnish, install and finish gypsum per applicable building specifications. Any selected rooms and/or mateline seams identified for ship loose shall be installed and finished by the designated contractor. Level (4) finishes at all painted locations.		X	
Suspended Ceiling	Building manufacturer shall furnish and install suspended ceiling per applicable building specifications. Any selected rooms and/or mateline seams identified for ship loose shall be installed and finished by the designated contractor.		X	
Tape, Spackle, Prime and Paint Ceiling Finish	Building manufacturer shall furnish, install and finish gypsum per applicable building specifications. Any selected rooms and/or mateline seams identified for Ship loose shall be installed and finished by the designated contractor.		X	
Floor Cove Base	Building manufacturer shall furnish and install cove base per applicable building specifications. Any selected rooms and/or mateline seams identified for ship loose shall be installed by the designated contractor.		X	
Exterior Siding and Trim Painting	Building manufacturer shall paint exterior per applicable building specifications. Any necessary touchup shall be completed by the designated contractor.		X	
<b>Specialties - Factory or Site installed</b>				

Scope Description	Scope Details	Excluded	AXIS	Client
Marker Boards on Site	All labor and materials to supply and install marker boards shall be by the designated contractor on-site.			X
Tack Boards on Site	All labor and materials to supply and install tack boards shall be by the designated contractor on-site.			X
Lockers on Site	All labor and materials to supply and install lockers shall be by the designated contractor on-site.			X
Fire Extinguishers on Site	All labor and materials to supply and install fire extinguishers shall be by the designated contractor on-site.		X	
Interior/Exterior Signage on Site	All labor and materials to supply and install interior/exterior signage shall be by the designated contractor on-site.		X	
Interior Dog Kennels On Site	All labor and materials to supply and install interior dog kennels shall be by the designated contractor on-site.		X	
Refrigerator	Shall be furnished, installed and tested by designated contractor		X	
Microwave	Shall be furnished, installed and tested by designated contractor			X
Desks	Shall be furnished, installed by designated contractor			X
Desk Chairs	Shall be furnished, installed by designated contractor			X
File Cabinets	Shall be furnished, installed by designated contractor			X
Cat Cages				X
<b>Plumbing</b>				
Plumbing Water Service – Site- <b>Refer to Pricing Summary for Cost Deduct</b>	Provide labor, materials and equipment to load, deliver, unload, install and inspect the plumbing water from the existing source to a single designated location in the proposed building crawl space for the project. All work shall be in accordance with applicable codes and include but not limited to layout, excavation, backfill, compaction. Excludes approximately 480' of D1CL water service line as noted by Axis on L.A.L. Engineering Group civil drawings.		X	
Plumbing Water Service - Extension	Provide labor, materials and equipment to extend the plumbing water service line located within the crawlspace to a single point in the proposed building mechanical room and connect to the main water service stub for the project. All work shall be in accordance with applicable codes and includes layout, piping, fittings, valves, hangers, etc.		X	
Plumbing Water Crossover Connections at the Mateline	Building manufacturer shall furnish all install all water lines to each fixture as required by code. The building manufacturer shall terminate water piping at the modular mateline and allow enough work area for a cross-over connection. Axis's plumbing contractor shall provide the labor and materials to complete the water line connection at the mateline.		X	



Scope Description	Scope Details	Excluded	AXIS	Client
Plumbing Pipe Insulation	Furnish and Install plumbing insulation within crawlspace as required by code		X	
Plumbing Water Backflow Preventer	Furnish and Install plumbing backflow as required by code		X	
Plumbing Water Booster Pump	Furnish and Install plumbing booster pump as required by code	X		
Plumbing Water Pressure Reducing Valve	Furnish and Install plumbing pressure reducing valve as required by code	X		
Plumbing Sanitary Sewer Service - Complete	Provide labor, materials and equipment to load, deliver, unload, install and inspect the plumbing sewer line from the existing source to a single designated location in the proposed building crawl space for the project. All work shall be in accordance with applicable codes and include but not limited to layout, excavation, backfill, compaction.		X	
Plumbing Sanitary Sewer Service to a Single Location	Provide labor, materials and equipment to manifold all plumbing sanitary sewer lines located below each fixture to a single point and connect to the main sewer service stub located in the proposed building crawl space for the project. All work shall be in accordance with applicable codes and includes layout, piping, fittings, valves, hangers, etc.		X	
<b>Fire Suppression</b>				
NONE	Fire Sprinkler - Not Included in this Scope of Work	X		
<b>HVAC</b>				
HVAC Duct Drops and Diffusers	Sections of the suspended ceiling shall be installed completely on-site by the designated contractor. Building manufacturer shall install all ductwork and drops and diffusers and secure to the sub ceiling for drop in by the designated contractors. The ceiling contractor shall install wire ties in locations per code.		X	
HVAC Duct Crossover Connections at the Mateline	Building manufacturer shall furnish all install all ducts as required by code. The building manufacturer shall terminate the duct at the modular mateline and allow enough work area for a cross-over connection. Axis's HVAC contractor shall provide the labor and misc. materials to complete the connection at the mateline.		X	
Change HVAC Filters for Turnover	Change HVAC filters as part of final closeout and turnover to the client		X	
Test HVAC Units	Test HVAC units for proper on/off operation as part of close-out and client turnover		X	
Certified Test and Balance	Field Test and balance HVAC units for proper operation as part of close-out and client turnover. Provide Certified Balancing Report.		X	
<b>Electrical</b>				
Electrical Service - Complete	Complete electrical service from existing power source to the proposed building sub-panel. Includes,		X	X

Scope Description	Scope Details	Excluded	AXIS	Client
	excavation, conduit, wire, transformers, disconnects, switchgear, inspections and tie-ins.			
Canopy Lighting		X		
Site Area Lighting	Axis to provide entry door lighting and exterior rated wall sconces as outlined on plans. All other Site Area Lighting by others.		X	
Lightning Protection		X		
Install Ship loose Exterior Lights	Building manufacturer shall provide the materials for the specified lights. Any labor, tools, permits, fees to install the Ship loose light is the responsibility of Axis's electrical contractor.		X	
Drop Fluorescent Lights into Grid	Building manufacturer shall prewire the lay-in troffer lights. Any labor, tools, permits, fees to drop the lights into the suspended ceiling grid is the responsibility of Axis's ceiling contractor.		X	
Install Ship loose Exit/Emergency Lights	Building manufacturer shall provide the materials for the specified exit and emergency lights. Any labor, tools, permits, fees to install the Ship loose light is the responsibility of Axis's electrical contractor.		X	
Wire Roof Mount HVAC Units (Power)	Axis's electrical contractor shall furnish all labor and materials to wire the HVAC units from the designated electrical panel to the RTU. Building Manufacturer to furnish HVAC disconnect for installation and testing by Axis's electrical contractor.		X	
Wire Roof Mount HVAC Units (Low Voltage)	Furnish all labor and materials to wire and install HVAC Thermostats. Building manufacturer to furnish HVAC thermostats for installation and testing by Axis's electrical contractor. Assume (2) mini splits HVAC systems		X	
Electrical Crossover @ Matelines	Building manufacturer shall furnish and install all branch circuits from the individual devices and terminate at the mateline with "quick-connects" in a junction box as required by code. The building manufacturer shall leave enough wire to cross the building mateline and allow for a cross-over connection. This additional wiring shall be coiled up and properly marked by the manufacturer. Axis's Electrical contractor shall uncoil the wire, fasten per code, make necessary slices/connections and test to ensure the circuit is properly working		X	
<b>Telephone, Data, TV</b>				
Data - Boxes and Conduits	Building manufacturer shall furnish and install an individual device box in the wall with a 3/4" conduit stub and pull string located below the floor or above the ceiling.		X	
Data	Labor and Materials to complete the conduit from the building manufacturer stub, the wiring, device installation and testing the system to complete the system.			X

Scope Description	Scope Details	Excluded	AXIS	Client
<b>Security</b>				
Key Card Access System - Boxes and Conduit Stub	Building manufacturer shall furnish and install an individual device box in the wall with a 3/4" conduit stub and pull string located below the floor or above the ceiling.		X	
Key Card Access System	Labor and Materials to complete the conduit from the building manufacturer stub, the wiring, device installation and testing the system to complete the system.			X
Security Alarm - Boxes and Conduit Stub	Building manufacturer shall furnish and install an individual device box in the wall with a 3/4" conduit stub and pull string located below the floor or above the ceiling.		X	
Security Alarm	Labor and Materials to complete the conduit from the building manufacturer stub, the wiring, device installation and testing the system to complete the system.			X
CCTV - Boxes and Conduit Stub	Building manufacturer shall furnish and install an individual device box in the wall with a 3/4" conduit stub and pull string located below the floor or above the ceiling.		X	
CCTV	Labor and Materials to complete the conduit from the building manufacturer stub, the wiring, device installation and testing the system to complete the system.			X
<b>Fire Alarm</b>				
Fire Alarm - Boxes and Conduit	Building manufacturer shall furnish and install an individual device box in the wall with a 3/4" conduit stub and pull string located below the floor or above the ceiling.		X	
Fire Alarm	Labor and Materials to complete the conduit from the building manufacturer stub, the wiring, device installation and testing the system to complete the system.		X	

## Pricing Summary

Axis Construction Corp is providing the modular building in accordance with the RFP Documents, attached Floor Plans, Delineation of Responsibility and Technical Clarifications.

<b><i>BASE INSTALLATION/PURCHASE COSTS</i></b>		
	<b><i>Qty.</i></b>	<b><i>Total Price</i></b>
Civil Site Work	1	\$1,256,500.00
Modular Design/Fabrication/Installation	1	\$2,197,101.00
<b>Sub-Total Charges</b>		<b>\$3,453,601.00</b>
<b>Price Concession for Ledge Removal (9/1/2023)</b>		<b>-\$50,508.00</b>
<b>Delete Water Service Scope</b>		<b>-\$65,031.00</b>
<b>Total Charges</b>		<b>\$3,338,062.00</b>
<b><i>PRICE OPTIONS</i></b>		
Alternate 1 Lump Sum Cost- ADD	1	\$82,236.00
Alternate 2 Lump Sum Cost- ADD	1	\$64,787.00
Alternate 3 Lump Sum Cost- ADD		N/A
<b><i>UNIT COSTS</i></b>		
Ledge Removal for Trenches (per cubic yard)	1	\$352.00
General Ledge Removal (per cubic yard)	1	\$352.00
Import of Clean Fill (per cubic yard)	1	\$73.00

## Project Clarifications

### **General:**

Axis Construction Corp's Technical Clarifications presents assumptions and understandings regarding the scope of work and reiterations of select understandings from the Contract.

1. All materials, equipment, devices, color, installation, etc. will be industry standard unless otherwise noted in these specifications.
2. This Proposal is based on Axis Construction Corp providing a building which meets or exceeds the requirements of the State of Massachusetts. Should changes be implemented by local regulatory agencies and/or local building code/supplements, Axis Construction Corp reserves the right to adjust its proposal and construction schedule accordingly.
3. For purpose of acceptance, Axis Construction Corp and Customer shall conduct a walkthrough within 24 hours of the substantial completion of the modular building(s).
4. In the event of early occupancy prior to substantial completion, Customer shall be responsible for all property damage, injury, and deaths that may result from said occupancy, and indemnify Axis Construction Corp for the same.
5. All dimensions provided are nominal.
6. Axis Construction Corp is to provide all drawings necessary and as indicated in the Scope of Work; Design and Engineering Phase in order to secure building permits. This is to include a controlled construction affidavit. Any additional revisions to L.A.L. Engineering Group civil drawings as a direct result to scope changes are to be supplied by others.
7. All underground obstructions and/or utilities, if any, within the proposed building envelope/work area to be located and marked above grade. Axis Construction Corp shall not perform any of its contracted work until such markings have been accomplished by the proper utility authority. Axis Construction Corp to contact and coordinate dig safe.
8. Axis Construction Corp's understanding is that all Customer's utilities will be connected to services appropriate and sufficient for the safe and approved operation of all building systems per manufacturer's specifications and all local, state and federal regulations.
9. Work requested or required outside of this scope of work may result in Axis Construction Corp's work stoppage at Axis Construction Corp's sole discretion until a change order can be executed between Axis Construction Corp and the Customer for the work. Owner may extend date of requested work without any monetary damages for delay.
10. Axis Construction Corp assumes that Axis Construction Corp's personnel, subcontractors and agents will be able to perform the outlined work without interruption by the Customer or its agents.
11. The pricing provided herein is based upon the use of non-union set-up labor at prevailing wage. Prevailing wage rates for this project are based on the latest prevailing wage rate schedule published at the time of this proposal. In the event there

is a wage rate increase during the project, additional wage rate increases will be in effect for change order work only.

12. Axis Construction Corp will provide all permits necessary for the manufacture, delivery of the module(s) to the site, building installation, site work and occupancy.

#### **Building(s):**

1. The Customer shall approve the manufacturer's shop drawings prior to fabrication of the modular facilities.
2. The proposed building does not include exterior Fire Rated assemblies. If Fire Rated assemblies are required, due to the location of the module(s) to existing/proposed buildings and/or property lines, Axis Construction Corp will provide at an additional cost.

#### **Site:**

1. Axis Construction Corp assumes that the Customer-designated location of the building meets all zoning and setback requirements.
2. If conditions are encountered on the site which are subsurface or otherwise concealed physical conditions which differ materially from those contemplated, or physical conditions of an unusual nature are encountered and cause a furtherance to Axis Construction Corp in time or materials, Axis Construction Corp will be entitled to an equitable adjustment in the contract price, an extension of the completion date, or both, by change order.
3. Site condition management including but not limited to storm water, sedimentation erosion and/or dust control management to be provided by Axis.
4. **Due to the lack of geotechnical information, we have excluded rock and ledge removal from our price proposal. This work shall be completed on a unit price basis verified using field measurements.**

#### **Foundation:**

1. This proposal is based on all foundation work being completed, cured and acceptable for all intended loads and free of obstructions at the time of the module delivery.

#### **Building Installation/Setup:**

1. Placement of module(s) to be accomplished by the use of crane.

#### **Decks, Steps and Ramps:**

1. Deck, steps and ramps are fabricated of aluminum mill stock and powder coated Black or White.

**Electric:**

1. Electrical drop through floor- Utility connections to these drops and service extensions furnished and installed by Axis.
2. Phone and Data Systems consist of J-boxes and empty conduit with fish wire only; down through floor/up above ceiling. Materials and labor to install the system by others.
3. Axis Construction Corp assumes existing services shall be adequate to supply the proposed project; Axis Construction Corp's proposal excludes utility and/or relocations except as shown and noted in civil drawings.
4. The proposal excludes gas equipment and any work associated with utility service.

**Plumbing:**

1. Multiple potable water and sanitary sewer through floor. Utility connections to these drops and extensions furnished and installed by Axis.
2. Heat tracing/insulation of exposed potable water/sanitary sewer piping is by Axis Construction.
3. Sufficient fall for the sanitary sewer has been assumed to assure gravity flow pursuant to invert elevations shown on civil drawings – pumping facilities are not included.
4. Axis Construction Corp assumes existing services shall be adequate to supply the proposed project. Axis Construction Corp's proposal excludes utility upgrades and/or relocations.

**Mechanical:**

1. HVAC certified balancing by Axis.
2. Axis Construction Corp has accounted for (3) separate zones to support general building area, dog housing and cat housing.



## Proposed Schedule

Task Name	Duration	Start	Finish
<b>Preliminary Project Schedule- Milton Animal Shelter Project</b>	<b>296 days</b>	<b>Wed 8/9/23</b>	<b>Thu 10/3/24</b>
<b>Proposal and Contract</b>	<b>37 days</b>	<b>Wed 8/9/23</b>	<b>Fri 9/29/23</b>
Submit Bid Proposal	1 day	Wed 8/9/23	Wed 8/9/23
Client Review Proposal	6 days	Thu 8/10/23	Thu 8/17/23
Submit Updated Bid Proposal- Price Concession	10 days	Fri 8/18/23	Thu 8/31/23
Client Review Updated Bid Proposal	4 days	Fri 9/1/23	Thu 9/7/23
Submit Updated Bid Proposal- Negotiated Scope	3 days	Fri 9/8/23	Tue 9/12/23
Client Review Updated Proposal	10 days	Wed 9/13/23	Tue 9/26/23
<b>*Contract Execution*</b>	<b>3 days</b>	<b>Wed 9/27/23</b>	<b>Fri 9/29/23</b>
<b>Design and Engineering</b>	<b>142 days</b>	<b>Tue 10/17/23</b>	<b>Tue 5/7/24</b>
Field Investigation and Survey	6 days	Fri 10/20/23	Fri 10/27/23
Long Lead MFG Submittals to Owner	4 days	Wed 11/8/23	Mon 11/13/23
Owner Review/Approval of Long Lead MFG Submittals	7 days	Tue 11/14/23	Wed 11/22/23
90-100%- Building Design Documents and MFG Submittals to Owner	67 days	Tue 10/31/23	Tue 2/6/24
Site/Civil Plans (By Others NIC)	17 days	Tue 10/31/23	Wed 11/22/23
Owner Review/Approval 90-100% Building Design Documents and Submittals	7 days	Wed 2/7/24	Thu 2/15/24
Final Engineered Building Drawings to Owner	14 days	Fri 2/16/24	Wed 3/6/24
<b>State Modular Program Approval**</b>	<b>21 days</b>	<b>Thu 3/7/24</b>	<b>Thu 4/4/24</b>
<b>Local Building Permit Approval **</b>	<b>21 days</b>	<b>Tue 4/9/24</b>	<b>Tue 5/7/24</b>
<b>Local Site/Civil Permit Approval**</b>	<b>21 days</b>	<b>Tue 10/17/23</b>	<b>Tue 11/14/23</b>
<b>Manufacturing and Transportation</b>	<b>178 days</b>	<b>Fri 11/24/23</b>	<b>Mon 8/5/24</b>
Procurement of Long Lead Building Materials	124 days	Fri 11/24/23	Mon 5/20/24
Building Material Procurement	33 days	Fri 4/12/24	Wed 5/29/24
Commence Fabrication of Modular Units	42 days	Mon 6/3/24	Tue 7/30/24
Transport Modular Units to Site	4 days	Wed 7/31/24	Mon 8/5/24
<b>Site/Civil and Foundation</b>	<b>223 days</b>	<b>Thu 11/16/23</b>	<b>Mon 9/30/24</b>
Mobilize Site/Install Erosion Control and Construction Entrance	4 days	Thu 11/16/23	Tue 11/21/23
Clear Site/Tree Removal	20 days	Wed 11/22/23	Wed 12/20/23
Prep Site and Install Utilities	24 days	Thu 12/21/23	Fri 1/26/24
Building Foundation Stake/Layout	1 day	Thu 6/6/24	Thu 6/6/24
Foundation Excavation and Footing/Pier Pours	16 days	Fri 6/7/24	Fri 6/28/24
Foundation Cure Time	7 days	Mon 7/1/24	Tue 7/9/24
Prep and Complete Finish Civil	28 days	Thu 8/22/24	Mon 9/30/24
<b>Setup and Installation</b>	<b>24 days</b>	<b>Wed 8/7/24</b>	<b>Mon 9/9/24</b>
Crane Set Modular Units onto Foundation	1 day	Wed 8/7/24	Wed 8/7/24
Anchor Buildings to Foundations	1 day	Thu 8/8/24	Thu 8/8/24
Complete Interior/Exterior Seams Buildings	23 days	Thu 8/8/24	Mon 9/9/24
Install Building Skirting	5 days	Fri 8/9/24	Thu 8/15/24
<b>Building Utilities</b>	<b>28 days</b>	<b>Tue 8/13/24</b>	<b>Thu 9/19/24</b>
Complete Manifold of Crawlspace Plumbing Waste and Water Supply	7 days	Tue 8/13/24	Wed 8/21/24
Installation of Electrical Service Cable to Main Panel	6 days	Fri 8/30/24	Fri 9/6/24
Complete Electrical Work Within Garage	6 days	Thu 9/12/24	Thu 9/19/24
Installation of MDP/ Electrical Interconnections	4 days	Thu 8/22/24	Tue 8/27/24
Plumbing Interconnections	3 days	Wed 8/14/24	Fri 8/16/24
Fire Alarm	6 days	Mon 9/9/24	Mon 9/16/24
<b>Exterior Building Finish Work</b>	<b>27 days</b>	<b>Tue 8/13/24</b>	<b>Wed 9/18/24</b>
Install Decks, Steps, Ramps and Canopy	8 days	Tue 8/13/24	Thu 8/22/24



Construct Site Built Garage	27 days	Tue 8/13/24	Wed 9/18/24
<b>Punchlist and Closeout</b>	<b>10 days</b>	<b>Fri 9/20/24</b>	<b>Thu 10/3/24</b>
Inspections and Walk-Thru of Axis Construction Scope	5 days	Fri 9/20/24	Thu 9/26/24
Punchlist Development	4 days	Fri 9/20/24	Wed 9/25/24
Substantial Completion	1 day	Fri 9/27/24	Fri 9/27/24
Punchlist Work	5 days	Thu 9/26/24	Wed 10/2/24
Start Up and Testing	1 day	Fri 9/20/24	Fri 9/20/24
Final Completion	1 day	Thu 10/3/24	Thu 10/3/24
<b>*Schedule Is Based On Receiving Contract Execution On 8/30/23*</b>	<b>3 days</b>	<b>Wed 9/27/23</b>	<b>Fri 9/29/23</b>
<b>**Federal, State, City, Zoning, Health, Fire and Building Approvals Durations May Vary**</b>	<b>21 days</b>	<b>Tue 4/9/24</b>	<b>Tue 5/7/24</b>

## Proposed Sub-Contractors

Scope	Sub-Contractor
Building Manufacturer	Whitley Manufacturing
Modular Transportation	Bennett Truck Transport
Modular Installation	Interstate Modular
Site/Civil & Foundation Work	To Be Determined
Plumbing Contractor	Araujo Bros. Plumbing & Heating
HVAC Contractor	Preferred Mechanical Services
Electrical Contractor	Stadelmann Electric

MOU



TOWN OF MILTON  
MASSACHUSETTS

ANNEMARIE FAGAN  
Town Administrator

February 19, 2015

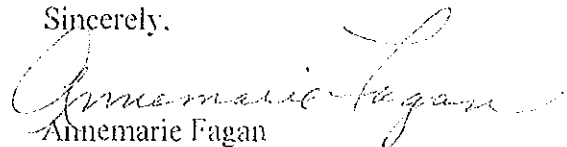
Marion V. McEttrick  
10 Crown Street  
Milton, MA 02186

Dear Mrs. McEttrick:

The Board of Selectmen, at its February 18, 2015 meeting, voted unanimously to approve a Memorandum of Understanding (MOU) between the Town and the Milton Animal League that will provide a framework for the anticipated written final agreement that may govern the proposed terms of funding, site selection, construction, operation and maintenance of a new animal shelter facility for the Town of Milton.

Enclosed please find an original copy of the aforementioned MOU for your files. Please contact our office if you have any questions regarding this document.

Sincerely,

  
Annemarie Fagan  
Town Administrator

AMF/pr

enclosure

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** (the "Memorandum") made on February 8, 2015, by the Milton Animal League, Inc. (MAL), a Massachusetts corporation and 501(c)(3) organization, with a principal place of business at 181 Governor Stoughton Lane, Milton, Massachusetts 02186, and the Town of Milton, Massachusetts (the "Town"), a municipal corporation established under the laws of the Commonwealth of Massachusetts, with an address of c/o the Milton Board of Selectmen, Milton Town Office Building, 525 Canton Avenue, Milton, Massachusetts 02186, shall set forth the expressed intentions of the parties related to the project described herein.

WHEREAS the parties wish to discuss entering into one or more written final definitive agreements, some of the proposed, but not yet agreed upon essential or material terms of which are set forth below; and

WHEREAS the parties desire to enter into this Memorandum, to set forth some, but not all of the essential or material general and basic terms, conditions, services, rights, duties, and obligations that may be provided for in a written final definitive agreement or agreements for the Project described below.

NOW THEREFORE, the parties make the following statements of intent.

### 1. PURPOSE

The purpose of this Memorandum is to provide a framework for the anticipated written final definitive agreement(s) that may govern the proposed terms of funding, site selection, construction, operation and maintenance of a new animal shelter facility for the Town of Milton (the "Project"). It is not intended to set forth all of the essential or material terms of any agreement and is, therefore, not legally binding.

A new animal shelter (the "New Shelter") is needed because the existing animal shelter (the "existing shelter") on Governor Stoughton Lane is in disrepair. The existing shelter which was built by volunteers in October 1980 is old and is not cost effective to repair because it is structurally unsound, too small and has no air quality controls or sound suppression.

MAL wishes to facilitate and arrange for the necessary resources to build a modern, clean, quiet and attractive New Shelter to provide a place to care for stray dogs and cats until such animals are adopted.

The Town's responsibility is to ensure that stray animals do not pose a public safety threat and that dogs roaming in violation of the Town's leash law (the "Leash Law") are secured. The Town appropriates funds each year under its Leash Law and within the Police Department budget to pay the salary of its Animal Control Officer, the rental cost payable to the Governor Stoughton Trust, and operating expenses such as dog food, maintenance and utilities for the existing shelter.

For over thirty-five (35) years, MAL has provided volunteers to staff the existing shelter and raised funds to assist the Town with providing supplies and veterinary services for sheltered animals, to supplement the Town's resources. MAL intends to continue to do this in the New Shelter.

MAL will undertake to raise funds to build a New Shelter, provided that MAL and the Town agree on the location, building design and budget, construction process and method of future

operation of the New Shelter. This Memorandum will identify the concerns of MAL and the Town in each of these areas and set out parameters for future binding agreements. MAL will continue its efforts to identify foundations and other sources of funding that include animal protection as part of their mission to assist in these efforts to raise funds.

## **2. COOPERATION**

The activities and services for the Project are anticipated to include the following responsibilities or obligations to be performed by the respective parties as identified below:

### **a. MAL will:**

- (1) raise funds to pay for the construction of a New Shelter;
- (2) provide a mutually agreeable number of volunteers to serve on the building committee for the New Shelter;
- (3) provide any conceptual design information and cost information it has developed to the committee; and
- (4) enter into an agreement for MAL to operate the New Shelter under specified terms and conditions.

### **b. The Town will:**

- (1) select a site for the New Shelter subject to MAL's consent;
- (2) create an animal shelter building committee which includes representatives from MAL, which building committee shall have a charge including design and construction of the New Shelter;
- (3) be responsible for all permitting and obtaining any Town Meeting approval required for the use of the New Shelter, and any other governmental permissions required;
- (4) create a gift account with appropriate controls to receive funds donated for the New Shelter's construction;
- (5) build the New Shelter using the required public construction process and with the assistance of the building committee for this purpose; and
- (6) negotiate an agreement with MAL for MAL to operate the New Shelter.

## **3. RESOURCES (including fund raising)**

- a. It is anticipated that MAL will raise funds to pay for the design and construction of the New Shelter.
- b. Because MAL will raise funds to pay for one hundred (100%) percent of the cost of construction of the New Shelter, the Town agrees that the exclusive use of the New

Shelter will be for an animal shelter and for no other purpose. This agreement as to use will be a condition of the gift of funds to build the New Shelter.

- c. The Town will provide the land for the New Shelter. If the land chosen must be leased or purchased, it is agreed that the Town will obtain MAL's prior written consent in order for MAL to assume the burden of paying such costs through its fundraising efforts.
- d. The New Shelter will be owned by the Town and will be built by the Town. It will be the responsibility of the Town to carry out a design and procurement process that complies with the requirements for the construction of a public building, all as outlined by Town Counsel in his memorandum to the Board of Selectmen dated April 4, 2014.

Accordingly, the Town will inform MAL as to the anticipated costs of steps required for such a public construction process, in order for MAL to be fully informed as it prepares its fundraising budget.

- e. The Town will be responsible for the preparation and submission of Warrant Articles for Town Meeting that may be required to authorize the use of land, any borrowing by the Town and any other governmental permissions required to build and use the New Shelter as an animal shelter, as well as any approval from MAL as agreed upon as conditions of the gift of funds to build the New Shelter. This will require that the Town prepare a plan of the parcel of land to be used for the New Shelter. MAL will cooperate with and assist the Town with these efforts.
- f. It is anticipated that a condition of accepting funds to build the New Shelter will be an agreement between MAL and the Town about the operation of the New Shelter. Such an agreement will specify what staffing shall be provided by the Town and by MAL, and what the respective responsibilities of the Town and MAL will be to provide supplies and services such as veterinary services, who will be responsible for ongoing maintenance and long term maintenance and who will pay for utility costs. For the purpose of developing such an agreement, the Town agrees to provide to MAL all information it has on present animal control costs paid by the Town, and MAL agrees to provide to the Town a summary of its current donations of funds and labor annually to support the shelter operation. Section 6 of this Memorandum addresses the topic of an operating agreement in more detail and provides some of this information.
- g. To the extent that funds raised by the MAL are from organizations that impose their own conditions upon any gift, the Town and MAL agree that such gifts will not be accepted for the purpose of building the New Shelter unless both the Town and MAL agree that they can comply with any such conditions.
- h. It is anticipated that the parties will agree upon a budget for the Project and that the costs of the Project shall be provided for by MAL, other than the administrative costs that the Town would incur for the Town's management of any Town construction project. It is understood, for example, that if a project manager must be hired for the Project and cannot be provided by Town officials, that will be a cost of the Project for which funds will be provided by MAL.
- i. It is anticipated that the parties will agree that any funds identified herein to be contributed by one or more of the parties shall be advanced or provided by the designated



party according to a schedule and terms that will be agreed upon and included within a definitive gift agreement if and when such agreement is executed by the parties.

- j. It is anticipated that such funds may be managed by the Town but shall be used only for the purposes specified in the gift agreement.

#### 4. SITE SELECTION

- a. Selection of a site for the New Shelter is the responsibility of the Town. ~~The Town will acquire good faith to make a site available within four (4) months.~~ If the Town fails to make a site available, the parties may negotiate a reasonable extension of such time frame. However, the following aspects of site selection affect the ability of MAL to provide the necessary funds and require approval by MAL. For an extended period of time, MAL has engaged in fundraising for the Project. It is important to control costs and keep them within the present budget if at all possible, in order to proceed.
  - (1) Whether a purchase price or lease payment will be required for the use of the site. Any such requirement will increase the scope and burden of the required fund raising.
  - (2) Whether the site requires a zoning change, a Town Meeting authorization, an Act of the Legislature, or a state agency authorization. The more complicated the process for securing the site for this purpose, the greater the cost is likely to be and the longer the delay in securing the site for this use.
  - (3) Whether the site is vacant land suitable to house the conceptual plans MAL has already prepared with the assistance of an architect or the land contains a structure that either must be removed or must be renovated, and what conditions might apply to such renovation. Such requirements could substantially increase the cost of the Project, either for demolition or for renovation. If renovation is required, new designs would have to be prepared at substantial cost.
  - (4) Whether the site is conveniently accessible to volunteers and to the public. The shelter operation is largely dependent upon volunteers and its adoption program requires that anyone looking for an animal to adopt be able to conveniently access the New Shelter.
  - (5) Whether the location is close to areas where there is open space available to walk dogs.
- b. Therefore, the parties agree that the site selected for the New Shelter will be controlled by the Town, whether through outright ownership or lease, and that the New Shelter use shall be a municipal use on that site. But because the choice of site will affect the scope of required fundraising, and MAL is raising the funds to build the New Shelter, site selection by the Town is subject to approval by MAL.

#### 5. PROJECT FRAMEWORK for construction

- a. Building Committee

The Board of Selectmen shall write a charge for and appoint an animal shelter building committee (the "Building Committee"). Two (2) or another mutually agreeable number of members of MAL shall be nominated by MAL to be appointed to the Building Committee. The MAL members shall be selected by MAL as having qualifications related to the Building Committee's responsibilities, but shall also be charged specifically with communicating MAL's design concerns as they relate to the future purpose and function of the building and to cost, and with maintaining communication with MAL about issues that come up and must be resolved in the course of design and construction.

b. Building Design and Site Design

It is anticipated that the building design and site design will be the responsibility of the Building Committee and the Consolidated Facilities Director, under the direction of the Board of Selectmen, with early advice from the Town's Department Managers.

(1) The following steps will be required to create the New Shelter.

- (a) site selection
- (b) preparation of site plan
- (c) preparation of a conceptual drawing of building
- (d) preparation of conceptual cost estimates
- (e) selection of an architect (design cost estimate cost will determine process)
- (f) hiring of an architect
- (g) hiring of a project manager if required
- (h) engagement of outside engineering services if required
- (i) preparation of detailed building plans
- (j) application for a building permit with plans at appropriate level of detail
- (k) bid process for construction
- (l) review of cost and design once bids are received
- (m) periodic payments to contractors and vendors
- (n) change orders
- (o) approval of completed work and final payment

c. Approvals required from MAL

It is anticipated that certain aspects of building plans will need to be approved by MAL, such as footprint and configuration of internal space, and that MAL will prepare a list of priorities for building design in sequence according to the importance of providing certain elements in the initial construction, and possibly delaying certain elements in order to control costs.

The following general criteria will be followed in refining building design and evaluating building costs:

- (1) The footprint of the building may be built to house uses or facilities for which completion may not occur until additional funds are raised. The building will be designed so as to allow for separate heating controls for any unused or

occasionally used space. The building will be a one (1) story building and will not exceed a footprint of five thousand (5000) square feet.

- (2) The space in the building shall be allocated to the following rooms/uses: sally port (garage); multi-purpose room (emergency shelter for pets, training, indoor exercise area, indoor exercise area for dogs, community events); medical area (where veterinarians can examine animals); reception and office area; bathroom and utility rooms for cleaning supplies and food area; quarantine rooms for intake of sick animals to prevent the spread of disease; isolation rooms for sick animals; meet and greet area for potential adopters to interact with animals; and adoption area for cats and dogs.
- (3) The building will be designed so as to be sound proof and with appropriate heating and cooling systems so as to be able to care for all animals internally. This will ensure that the building will impose no noise burden on neighbors.
- (4) The building design will be attractive and will incorporate low cost maintenance features wherever possible.
- (5) The building will comply with all applicable governmental laws and regulations.

Because MAL is providing the funds to pay for construction, and will provide most of the staffing for the operation, final designs and significant changes must be approved by MAL.

d. Utility Costs and Energy Efficient Design

Because utility costs will increase with a new building, it is agreed that the building design will incorporate energy saving characteristics wherever possible. MAL and its conceptual project architect estimate that the following annual costs for heat and power may be incurred with the building as currently conceptually designed:

Energy and utility costs to run the new building are estimated to cost between \$5.00-\$7.00 per square foot, per year. The current building design is about 5,000 square feet so the annual cost to operate the building is estimated to be around \$25,000 - \$35,000 based on these assumptions. If this estimate does not include the costs of site lighting and fire alarm, sprinkler and security systems, those items, which are code requirements for a new building, could increase this estimate.

These estimates do not take into account additional savings that could be designed into the building, such as the use of solar panels on the roof, LED fixtures, super-efficient doors and windows, increased insulation and an energy efficient heating and cooling system. MAL's attorney has met with Milton's Director of Consolidated Facilities, William Ritchie, to discuss cost savings that may be possible with some of these features, and how designing in such features might alter the project cost estimates.

The Town of Milton and MAL agree that the qualifications for the project architect must include green building expertise.

Currently, the existing shelter incurs the following energy costs:

Electricity                      \$4,500.00

Heat                                4,900.00

The parties agree that because the Town has responsibility for utility costs for the New Shelter, that expenditure of funds on energy saving designs will be a priority. The Town agrees to seek out and apply for all possible grants to defray such costs.

**6. OPERATION OF THE BUILDING AFTER AN OCCUPANCY PERMIT IS GRANTED**

It is anticipated that the Town and MAL will enter into an operating agreement for operation of the New Shelter. The Town and MAL agree to the following parameters for such an operating agreement.

- a. Staffing will be provided at the same ratio as it presently is:

The Town staffs the shelter with one kennel attendant, M-F 8-11 a.m.; The Town's Animal Control Officer is on duty 37.5 hours per week, but not necessarily at the shelter and is on call 24/7.

The MAL pays for an additional kennel attendant daily, morning and afternoon; MAL volunteers staff the shelter desk 1-5 p.m., M-F, Saturdays 10-4; MAL provides one volunteer dog walker per day, and two cat caregivers per day.

Total hours, Town budget: **52.5 hours**: 15 hours (kennel attendance) = 37.5 hours (animal control officer, on call or at shelter)

Total hours paid for by MAL: **28 hours** (kennel attendants)  
MAL Volunteer Hours;

Total MAL volunteer hours: 54

It should be further noted that at present the MAL must turn away volunteers. MAL does not anticipate that providing sufficient volunteers will be a problem.

- b. Hours will be agreed upon by the Town and MAL based upon resources available and the minimal requirements of the Town to be able to obtain housing for stray dogs.
- c. Veterinary services will be paid for by volunteers and by funds donated for this purpose by MAL. At present MAL provides for the cost of all veterinary services, including services to dogs the Town is required to shelter by its Leash Law.
- d. Supplies including such items as paper products, cleaning supplies, pet food, bedding, and medicine and medical supplies will be provided by MAL (in the same ratio) as they are at present.
- e. Maintenance. Both short and long term maintenance including HVAC, snow removal, and general upkeep will be provided by the Town.
- f. Insurance. As this will be a Town building it will be insured by the Town.

g. MAL will be responsible for the conduct of volunteers and will be required to insure its volunteers appropriately.

h. Utility Costs including water and sewer will be the responsibility of the Town.

**7. LIMITATIONS**

a. This Memorandum is not intended to be legally binding and is not intended to impose legal or equitable rights or obligations on the parties, and will have no legal or equitable effect.

b. Neither party shall be responsible for the actions of any third parties or associates who may be involved in any activities outlined in this Memorandum.

**8. DURATION**

a. As this is a not a legally binding Memorandum, and only the written final definitive agreement(s) will be binding on the parties, the parties are free to discontinue discussions and negotiations regarding the Project at any time, as well as to resume discussions and negotiations, and, in that event, may enter into negotiations with each other or with any other party (parties) regarding the same or similar project.

b. Each party will inform the other if it wishes to discontinue discussions and negotiations.

**9. AMENDMENTS**

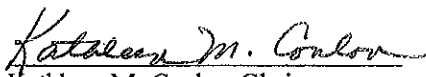
This Memorandum may be amended only by a written document signed by the parties.

**10. WAIVER**


No waiver of any breach of any provision of this Memorandum shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by the waiving party.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of February 18 2014.

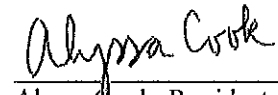
The Town of Milton, Massachusetts  
By the Milton Board of Selectmen

  
Kathleen M. Conlon, Chair

  
Denis F. Keohane, Secretary

  
J. Thomas Hurley

The Milton Animal League, Inc.  
By:

  
Alyssa Cook, President  
Duly Authorized

FIRST AMENDMENT  
TO THE  
MEMORANDUM OF UNDERSTANDING

The Milton Animal League ("MAL") and the Town of Milton ("Town"), parties to a Memorandum of Understanding dated February 18, 2015, pursuant to paragraph 9 of said Memorandum of Understanding, do hereby amend said Memorandum as follows:

Paragraph 2, "Cooperation" is amended to add, under new b. (7): contribute \$700,000.00 as authorized by Town Meeting vote on Article 4 of the May 6, 2022 Town Meeting Warrant, a bonded capital expenditure appropriation. The Town Meeting vote authorizes expenditure of the \$700,000 for the animal shelter from a total borrowing approval of \$7,082,020. And under new (b.) (8): to facilitate the appropriation of \$40,000 from the Commonwealth of Massachusetts for Fiscal Year 2023 to the project.

Paragraph 3, "Resources" is amended to change b., first sentence, as follows: Because MAL will raise part of the funds to pay for the cost of construction of the New Shelter, the Town agrees that the exclusive use of the New Shelter will be for an animal shelter and no other purpose.

h., first sentence, is amended to state as follows: It is anticipated that the parties will agree upon a budget for the Project and the costs of the Project shall be provided for in part by MAL, other than the administrative costs that the Town would incur for the Town's management of any Town construction project.

All other provisions of said Memorandum remain unchanged.

Dated this 1 day of Nov, 2022.

The Milton Animal League, Inc.

By:

Alyssa Cook  
Alyssa Cook

11/1/2022

Date

President  
Milton Animal League, Inc.

The Town of Milton, Massachusetts  
by: Nicholas Milano  
Town Administrator

Authorized by vote of the Select Board on 10/18/22



Signature:

A handwritten signature in blue ink, written over a horizontal line. The signature is stylized and cursive, appearing to read "P. H. M." or similar. The ink is a vibrant blue, and the signature is positioned to the right of the "Signature:" label.

**MILTON ANIMAL SHELTER PROJECT FUNDING AGREEMENT**  
**between Milton Animal League and Town of Milton**

The Milton Animal League Inc. and the Town of Milton agree to the following procedures for providing funding for the Town of Milton to construct a new animal shelter on the former dump access road off Randolph Avenue. The parties have reviewed the Project Schedule provided with this Agreement and agree that this is a generally accurate description of the project as the parties expect it to proceed. The Milton Animal League Inc. and the Town of Milton agree that the Milton Animal League Inc. will provide the funding necessary to build a new animal shelter which will be a Town of Milton building and that the building upon completion will be used as the Town animal Shelter to be operated jointly by the Milton Animal League Inc and the Town of Milton according to the terms of an Operating Agreement between the Town of Milton and the Milton Animal League.

**General Procedures**

Prior to any gift of funds by the Milton Animal League Inc. ("MAL") to the Town of Milton ("Town"), the Town will establish a gift account for the Milton Animal Shelter Project.

The parties acknowledge that throughout the design and building of this animal shelter project, it is important that the Advisory Building Committee send all meeting minutes to the MAL as well as to Committee members; that the MAL circulate these minutes among its membership and meet regularly to discuss all outstanding issues; and that that the MAL provide timely feed back to the Advisory Building Committee and the Milton Board of Selectmen of any issues that require resolution with the Town. Further that the Milton Board of Selectmen shall advise the Advisory Building Committee as to the scope of their responsibilities for project design and project management.

This project to construct a new Milton Animal Shelter is a project to be privately funded by the MAL through payments to the Town which will be deposited in a Town gift account designated for this purpose. The design and construction process is to be managed by the Town as a public construction project. The MAL as the source of funding for the project and as the future operating entity along with the Town will be involved in all phases of site selection, design and construction. The MAL will designate one member to review and provide approval for the following decisions: architect selection, final design and contractor selection. This

involvement is necessary to ensure that the funds MAL is donating, and funds provided through them by other donors are spent on the intended purpose and that the shelter constructed will be appropriate for the intended purposes and for operation by a largely volunteer staff. The involvement of the MAL will include participation in each phase of the project but also will require MAL approval of designer services, building design and construction contractor, consistent with Massachusetts procurement law.

The phases and required procedures of this building project will be similar to other Town building projects with one significant difference: all the funding except for the costs associated with site selection will be provided by private donors. The Town will be required to show that it has the funds to pay for any services sought through a public RFQ or bid process. The role of the MAL as the source of funds will require that the League provide a firm written commitment as to the amount of funds available and when payments will be deposited with the Town in advance of any procurement process for this project. Such commitments must be sufficient to provide funding for project costs as estimated at each project phase described in this Agreement

### **New Milton Animal Shelter Funding Procedure**

#### **I. Establishment of an Animal Shelter Project Gift Account by Town Accountant**

- i. **Separate Gift Account:** The Town Accountant shall create a separate gift account for the Milton Animal Shelter Construction Project. All invoices related to the project that are the responsibility of MAL shall be paid out of this account. All gifts that are intended to be used for the construction of the Milton Animal Shelter shall be paid into this account and any limitations or conditions upon such gifts shall be provided in writing by donors.
- ii. **Expenditures from the gift account:** shall be identified as bills and will be paid according to functional project categories that will allow monitoring of project contracts. Categories appropriate to the final approved contracts will be created for this account. Maintenance of appropriate accounting categories to review project performance is the responsibility of the Town.



- iii. **Accounting System Based upon Contracts:** The Town Accountant shall be provided with each approved contract in order to determine the appropriate accounting system for each contract.
- iv. **MAL Financial Information Reporting Requirements:** The Board of Selectmen will confer with MAL to determine if the League requires spending reports at particular intervals, to satisfy their members and donors for this project. Otherwise, the Town will establish when it requires spending reports for this project. If so requested, the Town will provide such reports to the MAL.

II. **Method of Estimating Project Costs Prior to Receiving Funding from the MAL**

- i. **Project Cost Estimate in Phases:** It will be necessary to provide estimates in advance of each stage of this project, in order that the MAL can provide a schedule for funding those expenses in advance of any contractual agreements by the Town. When estimates must be provided and the specific amounts of funding to be committed will follow a "project schedule", which is provided as Appendix A of this document.
- ii. **Project Phases:** The principal project phases are (1) site selection and due diligence, (2) project design and (3) project construction. The Town is responsible for the cost of Phase 1; the Town has selected the site. The MAL is responsible for the cost of phases 2 and 3 which includes building and site design, site work and construction of the building.
- iii. **Project Estimates and Pro Forma:** It will be necessary to provide an initial cost estimate for phase 2 and phase 3 separately. The Phase 2 cost estimate provided by the Shelter Advisory Building Committee is \$200,000 which will be part of the Design Services RFQ as a "not to exceed" price. The Phase 3 cost estimate will be in the form of a detailed pro forma including site costs and hard and soft construction costs and will be developed in the design phase.
- iv. **Funding Commitment**
  - A. Phase 1: the Town agrees to fund any costs associated with Phase 1
  - B. Phase 2: The MAL agrees to fund the cost for phase 2, which is the "not to exceed" price to be included in the RFQ for Design Service, of \$200,000. Upon execution of the funding Agreement the MAL will pay the Town \$200,000 to be

deposited in the gift account set up by the Town for this shelter project. Once the design is complete and the Design Phase ends, if more than six months elapses before a decision as to whether to proceed to Phase III, at MAL's option, unexpended funds for the Design Phase shall be returned to the MAL. Such funds are held by MAL as investments in order to generate additional funding and should not remain in a Town account if they will not be used for an extended period of time.

- C. Phase 3. Once the project cost estimate is available in a detailed pro forma and with supporting documentation, at the conclusion of the design phase, the MAL will provide a written commitment to fund that estimated cost, and that commitment will include a schedule of payments to be provided for deposit in the Town's gift account fund to pay for the construction of the shelter. It is understood that MAL's written commitment, if dependent upon commitments from other donors, will be provided along with a similar firm written commitment from other donors if the funds have not already been given to the MAL.

### III. **Project Phasing** (reference "Schedule" Appendix A)

- i. **Design Phase Steps**
  - a. Creation and Design of a Request for Qualifications (RFQ) for Design Services and Related Services including a "not to exceed price"
  - b. Issuance of RFQ with required public process
  - c. Review of submissions by Town designees and one (1) MAL designee
- ii. **Design Phase Commitment of Funds**
  - a. MAL shall provide a written commitment for funding for "not to exceed" price for architectural services and shall deposit those funds in the gift account prior to III.(i)(b) Issuance of RFQ
- iii. **Design Phase Selection of project architect**
  - a. Designer Selection and Recommendation to Board of Selectmen
  - b. Contract negotiation and preparation of final contract



- iv. **Design Phase Payment Process**
  - a. As work proceeds on each design or design related contract, invoices are submitted and verified by the Town and payments are made out of gift account
  - b. For this design phase, the Advisory Building Committee will review work and provide a recommendation for payment to Board of Selectmen
- v. **Design Phase Agreement by parties as to payment for legal services**
  - a. The Town and MAL agree that MAL will pay the cost of legal services for contract negotiation and review for this design phase. The Town will provide an estimate for these costs and the MAL will deposit in the gift account that amount of funding.
- vi. **Construction Project Funding Commitment**

The MAL shall provide a written commitment and schedule of payments to fund project construction prior to the Town's initiation of a public bid process for this project, based upon an estimated project cost provided by the Design Phase. The parties reference the "Project Schedule" which provides for several conferences during the phase leading up to project construction to determine estimated project costs and the MAL's funding capacity, provides for design revision to lower costs if necessary. A written agreement will be required as to project construction cost estimates and funds available before undertaking any public bid process.
- vii. **Public Bid Process**
  - a. Bid Preparation; schedule up to two (2) months to allow for sufficient time to consider project costs again after bids are submitted, if possible, consistent with public procurement law, which shall include, without limitation, M.G.L. c. 149, Sections 44A *et seq.*
  - b. Issuance of an Invitation for Bids, pursuant to M.G.L. c. 149, Sections 44A *et seq.*, the Commonwealth of Massachusetts Public Building Construction Procurement Law
  - c. Bid Review
- viii. **Funding Commitment for Construction by the MAL**

The MAL must at this stage commit in writing again to fund the bid construction cost as it may be different from the estimated

project cost. The parties acknowledge that additional time may be required to confirm funding commitments from private donors.

- ix. **Selection of Project Contractor: requires prior written funding commitment by the MAL**
- x. **Negotiation and preparation of contracts for construction.**  
The Town and MAL agree that MAL will pay the cost of legal services for contract review and negotiation in this phase and that the Town will provide MAL with an estimated cost for these services as part of the project's construction budget.
- xi. **Shelter Construction**  
The contract with the successful bidder will specify a detailed work schedule, a fixed price and a payment schedule for the main contract and for filed sub-bids. Reporting, payment and project management will be governed by this schedule.

#### **IV. Agreement as to Payment Schedule by the MAL**

- i. The Town and the MAL will agree in writing to a payment schedule in order to make funds available in the gift account on a timely basis for the entire contract sum, so the Town can pay invoices in a timely fashion, pursuant to M.G.L. c. 30, section 39K.
- ii. The Town and MAL will agree upon a schedule for expenditure reports and how such reports from the Town Accountant should be organized, so as to provide appropriate management and feedback to the Town and to MAL.

#### **V. Amendments**

This document can only be amended by mutual agreement of the parties and in writing.

#### **VI. Compliance with Laws**

The Town and MAL shall comply with all provisions of Federal, Massachusetts and Town of Milton law applicable to this Agreement, including without limitation statutes, by-laws, rules, regulations, orders and directives, as amended, in effect throughout the term of this Agreement and any extension or renewal thereof.



## **VII. No Personal Liability**

Neither party, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Agreement, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Agreement, or the violation of any Federal, Massachusetts or Town of Milton statute, by-law, rule, regulation, order or directive.

## **VIII. Delays/*Force Majeure***

Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of performance under the Agreement.

## **IX. Termination**

a. If MAL shall breach any provision of this Agreement, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to MAL, the Town shall have the right to terminate this Agreement upon written notice to MAL.

b. If any assignment shall be made by MAL or by any guarantor of MAL for the benefit of creditors, or if a petition is filed by MAL or by any guarantor of MAL for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against MAL and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Agreement upon written notice to MAL.

c. The Town may also terminate this Agreement for convenience upon thirty (30) days' written notice to MAL.

## **X. Notices**

Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town:        Annemarie Fagan  
                                 Town Administrator  
                                 Milton Town Office Building  
                                 525 Canton Avenue  
                                 Milton, MA 02186

With copies to:        John P. Flynn, Esq.  
                                 Murphy, Hesse, Toomey & Lehane, LLP  
                                 300 Crown Colony Drive, Suite 410  
                                 Quincy, MA 02169

If to the MAL:         Alyssa Cook  
                                 President  
                                 Milton Animal League, Inc.  
                                 181 Governor Stoughton Lane  
                                 Milton, MA 02186.

With copies to:        Marion V. McEttrick  
                                 Attorney at Law  
                                 10 Crown Street  
                                 Milton, MA 02186

## **XI. Miscellaneous Provisions**

a. Any action at law or suit in equity instituted as a result of the performance, non-performance or alleged breach of this Agreement shall be filed in the Superior Court of the Commonwealth of Massachusetts for Norfolk County, MA, and in no other court or jurisdiction.

b. No action or failure to act by either party shall constitute a waiver of a right or duty afforded to that party under the Agreement, nor shall such action or failure to



act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by either party shall be construed as a waiver or in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach by the other party shall constitute a waiver of any subsequent default or breach.

c. MAL acknowledges that it has not been influenced to enter into this Agreement, nor has MAL relied upon any warranties or representations not set forth in this instrument.

d. MAL shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless MAL has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.

e. MAL shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.

f. By entering into this Agreement, MAL certifies under penalties of perjury that its entry was made and submitted in good faith and without collusion or fraud with any 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.

g. By entering into this Agreement, MAL certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.

h. MAL understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to MAL with respect to the services required to be provided under this Agreement. MAL and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

i. MAL shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity,

sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. MAL shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

j. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Agreement, any statutorily-mandated provisions contained herein shall control.

k. MAL shall not assign or subcontract in whole or in part this Agreement or in any way transfer any interest in this Agreement without the prior express written approval of the Town.

l. MAL shall not assign any money due or to become due to MAL unless the Town of Milton shall have received prior written notice of such assignment. No such assignment shall relieve MAL of its obligations under this Agreement.

m. This Agreement constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Agreement. When executed, this Agreement supersedes any other agreement of any of the parties in connection with the transaction contemplated.

n. If any provision, or portion thereof, of this Agreement shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.

o. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

p. This Agreement shall be governed by and construed in accordance with the

laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.

q. This Agreement is executed in triplicate as a sealed instrument.

The Milton Animal League, Inc.

By:

Alyssa Cook 3/15/16  
Alyssa Cook Date  
President  
Milton Animal League, Inc.

The Town of Milton, Massachusetts

By: The Milton Board of Selectmen

J. Thomas Hurley  
J. Thomas Hurley, Chairman

David T. Burnes  
David T. Burnes, Secretary

Kathleen M. Conlon  
Kathleen M. Conlon, Member

March 8, 2016  
Date



CERTIFICATE OF VOTE

I, \_\_\_\_\_, hereby certify  
(Clerk/Secretary)

that I am the duly qualified and acting \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on \_\_\_\_\_ 2016, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either

\_\_\_\_\_, \_\_\_\_\_;  
(Name) (Title)

\_\_\_\_\_, \_\_\_\_\_; or  
(Name) (Title)

\_\_\_\_\_, \_\_\_\_\_;  
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and has not been changed or modified in any respect.

\_\_\_\_\_  
Signature

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

911229v1



### CERTIFICATE OF VOTE

I, Linda Palmer, hereby certify that I am the duly qualified and acting Clerk of the Milton Animal League, Inc. and I further certify that at a meeting of the Directors of said Corporation duly called and held on March 8, 2016, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either Alyssa Cook, President or Kathy Henderson, Treasurer, any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this, the 9th day of March, 2016, and has not been changed or modified in any respect.

Linda Palmer  
Signature

Linda Palmer  
Printed Name

Clerk  
Printed Title

**APPENDIX A**

**MILTON ANIMAL SHELTER**

**PROJECT FUNDING AGREEMENT**

## **Milton Animal Shelter Building Project Schedule**

### **Project Outline**

- 1.0 Identification and commitment by Town to provide project site**
- 2.0 Evaluation of Project Site**, including environmental assessment (wetlands, soils, presence of ledge, etc.); review of Town records; location of utility connections as determinant for cost of providing connections; discussion with neighbors as to any concerns; application for a Request for Determination of Applicability (RDA) by Town to the Milton Conservation Commission, to determine wetlands demarcation (this step to occur after Project design is complete)
- 3.0 Establishment of gift account** and expenditure monitoring categories by the Town Accountant
- 4.0 Agreement by MAL and Board of Selectmen for a Project Funding Agreement**, referencing a "Shelter Building Project Schedule" as agreed upon by the parties, defining method of estimating costs, scheduling and paying for project expenses, and monitoring expenditures
- 5.0 Written commitment to pay estimated design phase costs and delivery of these funds with gift letter to Town by MAL**
- 6.0 Creation and advertising of RFQ** for Design and Engineering Services  
RFQ should address requirements of M.G.L c. 7C, sections 44-57, "Public Building Project Design" including
  - a not to exceed design fee or a set fee (typically a fee might be ten percent (10%) of project cost)
  - a written designer selection process
  - the requirement that the designer be registered with the Division of Capital Assets and Maintenance (DCAMM) and insured at either 10% of project cost or \$1,000,000.00
  - RFQ may want to describe project parameters in terms of the design plans MAL has developed and MOU but Designer will need to operate within M.G.L. c. 7C, the Commonwealth of Massachusetts Designer Selection Law
  - If so desired, included in this contract should be a project management component involving on-site review of work one (1) or two (2) days a week
  - If so desired, included in this contract should be identification of other contractual services required for full design including engineering services, and either a requirement that those services be included in the architect's contract, or that the architect provide



technical assistance with procuring those services and with managing those services

- 7.0 **Selection of Project Architect (anticipate that advisory building committee including MAL members will participate in review and provide recommendations to the Milton Board of Selectmen (B/Sel); there may be a two (2)-step interview process before adv. committee and then before B/Sel**
- 8.0 Negotiation of contract with Architect (B/Sel)
- 9.0 Design and Value Engineering services contract: typically divided into one quarter ( $\frac{1}{4}$ ), one half ( $\frac{1}{2}$ ), three quarters ( $\frac{3}{4}$ ), and full design phases, cost estimating and redesign; contractual payments by Town triggered by Town's approved completion of each phase. The Town will not enter into any contractual agreement until MAL has committed to funds to pay the cost of the contract, and has agreed to a payment method and schedule, as required by M.G.L. c. 44, section 31C; The Town will not pay for each phase until the Advisory Building Committee advises the Board of Selectmen as to satisfactory completion of each phase.
- 10.0 Project design and cost estimating from designer contract and related contracts for engineering and other services related to design will create final plan
- 11.0 **Proposed final project design and cost from architect**
- 12.0 Town files a Notice of Intent (NOI), if necessary, with the Milton Conservation Commission with identified project footprint and parking shown on an engineering plan; any additional cost for NOI Application are project costs; hearing; depending on whether approval is received and under what conditions, revise project plans accordingly
- 13.0 MAL conference with private donors to discuss final estimated project cost and funding commitment
- 14.0 Conference of Advisory Building Committee, MAL Board and Board of Selectmen to discuss final estimated project cost and funds available
- 15.0 Written commitment by MAL (and by MAL's private donors) to fund estimated project cost with a schedule of payments OR additional project re-design to reduce cost to within funds available
- 16.0 **Completion of Final Project Design** based upon Shelter Requirements and Funds available
- 17.0 **Approval of Final Shelter Design MAL and Board of Selectmen**
- 18.0 **Public Construction Contract Process, following M.G. L. c. 149, sections 44A et seq., and using approved Design Specifications: Preparation of Bid Documents**
  - 18.1 procurement procedure including sealed bids

- 18.2 advertising in Central Register, newspaper, and posting; optional posting on COMMBUYS or Town website
- 18.3 general bidders and filed sub-bidders must be DCAMM certified, as required for project costs over one hundred thousand dollars (\$100,000.00)
- 18.4 bidders must be Occupational Safety and Health Administration (OSHA) trained
- 18.5 prequalification optional or required if project costs reaches ten million dollars (\$10,000,000.00)
- 18.6 filed sub-bids required for components over twenty thousand dollars (\$20,000.00)
- 18.7 bid deposit required for five percent (5%) of value of total bid or sub-bid
- 18.8 One hundred percent (100%) payment bond required
- 18.9 One hundred percent (100%) performance bond required
- 18.10 Prevailing wage required
- 18.11 Contractor Evaluation required
- 18.12 OPTIONAL: Town may use separate process for procurement of certain construction materials, or may choose to include that in general bid but all procurement must follow M.G.L. c. 149, sections 44A *et seq.*
- 19.0 Public Sealed Bid Process
- 20.0 Review of Bids by process to be determined by B/Sel who will decide if Advisory Building Committee will assist with review
- 21.0 **Town (B/Sel), after consultation with the MAL, will decide whether to accept a bid; contract is awarded, if at all, to the lowest responsible and eligible bidder**
- 22.0 **Commitment by MAL to provide funds to pay for construction costs according to project schedule specified in construction bid documents**
- 23.0 **Negotiation and Award of contract for construction**
- 24.0 **Construction contract will provide for a fixed contract price for the construction job and payment at specified partial completion stages; work will be reviewed on an ongoing basis, by a project manager for the Town and by the Project Architect.**
- 25.0 MAL deposits funds in gift account as agreed in written funding commitment corresponding to the schedule in the Town's contract for the construction project Per M.G.L c. 44, section 31C, the Town Accountant shall certify that there is a sufficient appropriation available for the Contract to be effective.
- 26.0 The Town pays invoiced amounts, as project manager authorizes that work has been completed

- 27.0 Reservation of final payment until all work is approved as complete
- 28.0 **Completion of Project**

**Once construction is complete, and once the completed building has received an occupancy permit, the operating agreement between the Town and MAL will govern the operation of the Shelter.**

911212v1



FIRST AMENDMENT  
TO THE  
MILTON ANIMAL SHELTER PROJECT FUNDING AGREEMENT

Pursuant to Article V of the Milton Animal Shelter Project Funding Agreement executed March 8, 2016 (the "Funding Agreement"), The Milton Animal League, Inc. ("MAL") and the Town of Milton ("the Town") agree to the following amendments:

Paragraph 1 of the Funding Agreement, sentence 3, is amended to read as follows:

The Milton Animal League Inc. and the Town of Milton agree that the Milton Animal League, Inc. and the Town of Milton will provide the funding necessary, the amounts of which to be set forth in more detail herein, to build a new animal shelter which will be... .

General Procedures, paragraph 3, sentence 1, is amended to read as follows:

This project to construct a new Milton Animal Shelter is a project to be funded in part by private contributions from MAL through payments to the Town which will be deposited in a Town gift account designated for this purpose, as well as \$700,000.00 as authorized by Town Meeting vote on Article 4 of the May 6, 2022 Town Meeting Warrant, a bonded capital expenditure appropriation. The Town Meeting vote authorizes expenditure of the \$700,000 for the animal shelter from a total borrowing approval of \$7,082,020. In addition, the Town will facilitate the appropriation from the Commonwealth of Massachusetts of \$40,000 in the FY 2023 budget towards the project costs.

General Procedures, paragraph 5, is amended to read as follows:

The phases and required procedures of this building project will be similar to other Town building projects with one significant difference: part of the funding will be provided by private donors. The Town will be required to show that it has the funds to pay for any services sought through a public RFQ or bid process. The role of the MAL as a source of funds will require that the League provide a firm written commitment as to the amount of funds available and when payments will be deposited with the Town in advance of any procurement process for this project. Such commitments must be sufficient to provide funding for project costs as estimated at each project phase described in this Agreement.

New Milton Animal Shelter Funding Procedure, paragraph I, i., is amended to read as follows:

i. Separate Gift Account: The Town Accountant shall create a separate gift account for the Milton Animal Shelter Construction Project. The portion of invoices related to the project that are the responsibility of MAL shall be paid out of this account. All gifts that are intended to be used for the construction of the Milton Animal Shelter shall be paid into this account and any limitations or conditions upon such gifts shall be provided in writing by donors. The procedures

for payment of invoices for Milton Animal Shelter work to be paid for by the Town and/or the Commonwealth appropriation shall be the Town's usual accounting procedures and shall not require approval by the MAL; these expenses shall be identified in the Town's accounting system as debt funded expenditures for the Milton Animal Shelter.

New Milton Animal Shelter Funding Procedure, paragraph II, iv., B, is amended to read as follows:

B. Phase 2: The MAL agrees to fund the cost for phase 2, which is the "not to exceed" price to be included in the RFQ for Design Service, of \$200,000. Upon execution of the funding Agreement the MAL will pay the Town \$200,000, to be deposited in the gift account set up by the Town for this shelter project.

New Milton Animal Shelter Funding Procedure, paragraph III, viii, is amended to read as follows:

The MAL must at this stage commit in writing again to fund its portion of the bid construction cost as it may be different from the estimated project cost. The parties acknowledge that additional time may be required to confirm funding commitments from private donors.

Other than this Amendment, all other terms and conditions in the Funding Agreement shall remain in effect.

This Amendment is executed in triplicate as a sealed instrument.

The Milton Animal League, Inc.

By:

  
Alyssa Cook

11/1/2022

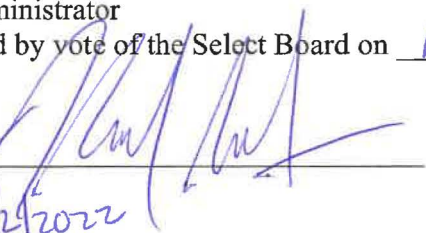
Date

President  
Milton Animal League, Inc.

The Town of Milton, Massachusetts  
by: Nicholas Milano

Town Administrator

Authorized by vote of the Select Board on 10/18/22

Signature: 

Dated: 11/2/2022

---

Date



Maura Healey, Governor  
Kimberley Driscoll, Lieutenant Governor  
Gina Fiandaca, Secretary & CEO  
Phillip Eng, General Manager & CEO



September 8, 2023

Michael F. Zullas, Chair  
Office of the Select Board  
525 Canton Ave.  
Milton, MA 02186

Dear Mr. Zullas,

Thank you for your letter of August 10 seeking an explanation for the classification of the Mattapan trolley line as rapid transit under the MBTA's Service Delivery Policy. Your request has made its way to my desk to help explain our reasons for including Mattapan as part of rail transit services.

As you note, the Mattapan line is one of two light rail lines that the MBTA operates as part of its fixed-route service. Fixed-route modes include bus, light rail, heavy rail, commuter rail and ferry in accordance with federal definitions established in 49 USC §5301 et seq.

It is important to note, while the MBTA Communities Act, MGL c.40A, s3A, targeted municipalities in our service area, the authority in that law and the subsequent guidance promulgated, fall into the purview of Department of Housing and Community Development (now the Executive Office of Housing and Livable Communities - EOHLC). Those guiding documents built upon the MBTA's service definitions, as you noted, which are found in our Service Delivery Policy, under guidance of our Board of Directors. We are not a party to, nor do we have any oversight whatsoever, of EOHLC's implementation of the law in question.

In classifying transit modes, consideration by the MBTA is not given to destination (e.g. whether the mode includes service to downtown Boston), capacity, or service delivery levels. Rather, the designation is a technical one based on characteristics of the vehicle, such as whether it operates on a fixed guideway, uses a designated right-of-way, or uses a fixed catenary system. While quality and frequency of service are certainly an important part of the riders' experience and are areas in which the MBTA is seeking to improve, they are not material to the designation of the Mattapan Line as a light rail.

Sincerely,

*Lynsey M. Heffernan*

Lynsey M. Heffernan  
Assistant General Manager for Policy and Transit Planning  
Massachusetts Bay Transportation Authority

Cc: Chair Thomas Glynn, MBTA Board of Directors  
Philip Eng, General Manager MBTA  
Nicholas Milano, Town Administrator  
Senator Walter F. Timilty  
Representative William J. Driscoll  
Representative Brandy Fluker Oakley



TOWN ADMINISTRATOR  
NICHOLAS MILANO  
TEL 617-898-4845

**COMMONWEALTH OF MASSACHUSETTS  
TOWN OF MILTON  
OFFICE OF THE SELECT BOARD  
525 CANTON AVENUE, MILTON, MA 02186**

TEL 617-898-4843  
FAX 617-698-6741

**SELECT BOARD**

**MICHAEL F. ZULLAS,  
CHAIR**

**ERIN G. BRADLEY,  
VICE CHAIR**

**ROXANNE MUSTO,  
SECRETARY**

**RICHARD G. WELLS, JR.,  
MEMBER**

**BENJAMIN ZOLL  
MEMBER**

August 10, 2023

Thomas P. Glynn, Chair  
MBTA Board of Directors  
10 Park Plaza, Suite 3510  
Boston, MA 02116

Dear Chair Glynn,

We write to request that the MBTA provide a formal explanation for its classification of the Mattapan trolley line as rapid transit. According to the MBTA's current Service Delivery Policy, the rapid transit designation includes both heavy rail (Blue, Orange, and Red Lines) and light rail (Green Line and Mattapan trolley line).

However, the significant differences in service, infrastructure, and equipment demonstrate that the Mattapan trolley line is not equivalent to the rapid transit lines, and that its previous classification as not being rapid transit should be restored. As is shown below, equating the Mattapan trolley line with the Blue, Orange, Red, and Green Lines is like saying that the trolley in Mister Rogers' Neighborhood is the same as Bullet Train.

The Town is requesting this explanation as the MBTA has failed for years to adequately invest in the Mattapan trolley line. Most recently, in the July 18 2023, meeting of the MBTA Advisory Board, the Undersecretary of Transportation, Ms. Monica G. Tibbits-Nutt, was unable to respond to a question about the timeline for the proposed Mattapan Line Transformation Project as she was "not briefed on that project."

That follows a June 20<sup>th</sup> community meeting where multiple complaints were made from Milton, Mattapan, and Dorchester residents about the ongoing delays, as well as a ten-year failure to remedy a dangerous set of stairs at Milton Station, used by both Milton and Dorchester residents, and for which we as a Town had no alternative but to seek relief from the courts.



Recently, in the context of the Mattapan Line Transformation Project, the MBTA has acknowledged the deficiencies of the Mattapan trolley line resulting from decades of neglect, and its differences from the rapid transit lines, by recognizing its deficiencies in “reliability, safety, and accessibility for riders,” its lack of “convenient access and connections,” and the need to:

modernize stations and improve infrastructure throughout the Mattapan Line. This includes introducing the next generation of vehicles to the line, the Type 9 light rail vehicles. These vehicles are much more accessible, as they make level boarding possible at the middle doors by featuring sliding doors and automatic ramps. They also have a bigger capacity.

<https://www.mbta.com/projects/mattapan-line-transformation>.

We look forward to the proposed Mattapan Line Transformation Project, if and when it occurs. We acknowledge the recent activity on this Project, including discussion of early action projects and the anticipated completion of a 15% design by the end of this year. We hope that progress continues and all requisite funding for the Project is made available by the MBTA. However, we understand that there is no clear timeline for the construction of the proposed Project, other than perhaps sometime in the next decade. As mentioned above, leaders do not seem to be briefed on this project and certainly have not demonstrated a prioritization of the work.

While the short, self-contained Mattapan trolley line loop runs on a designated right of way, in its current state, its operation is more equivalent to a bus or street-car system than to a rapid transit line in the following ways:

**RAPID TRANSIT LINES HAVE A DIRECT TRANSIT LINK TO DOWNTOWN BOSTON; THE MATTAPAN TROLLEY LINE DOES NOT.**

Unlike passengers on each of the rapid transit lines, which bring riders from Brookline, Lynn, Revere, Cambridge, Somerville, and Newton to destinations in Downtown Boston on one-seat rides, riders from Milton, Mattapan, and Dorchester on the Mattapan trolley line do not have a direct, one-seat connection into Downtown Boston. Rather, Mattapan trolley line passengers must change trains at Ashmont to reach Boston, Cambridge, and Somerville on the Red Line, or take another rapid transit line to other destinations.

**RAPID TRANSIT LINES HAVE SIGNIFICANTLY MORE CAPACITY THAN THE MATTAPAN TROLLEY LINE.**

In contrast to the rapid transit lines that operate many cars at a time, the Mattapan trolley line operates only a single car at a time and only four cars in total over the length of its 2.6 mile loop. In addition, the PCC cars on the Mattapan trolley line have a maximum capacity of 50 to 60 passengers, while the new Type 9 trains on the Green Line have a capacity of up to 300 passengers. While the Mattapan trolley line, like many elements of

the MBTA system, is operating below pre-pandemic ridership levels, given the limitations of its age-old PCC cars and its decrepit infrastructure, it would not be able to handle any significant increase in ridership, including that anticipated and encouraged by the MBTA Communities Act.

**RAPID TRANSIT LINES HAVE BENEFITED FROM INVESTMENT AND MAINTENANCE, WHILE MATTAPAN TROLLEY LINE AND ITS RIDERS HAVE SUFFERED FROM DECADES OF NEGLECT.**

As the MBTA has acknowledged, the existing PCC cars on the Mattapan trolley line are decades old and in bad condition as a result of neglect, underinvestment, and deferred maintenance. The age of these PCC cars makes them unreliable and in frequent need of maintenance, which limits the line's ability to meet service levels. In contrast, over several decades the rapid transit lines have benefited from significant investment, such as the Green Line's new vehicles (Type 8, Type 9, and now Type 10) and service expansion, the Blue Line's newer equipment, and the Orange and Red Line projects to replace all their cars. As a result, the service, capacity, and modernization of the Blue, Green, Orange, and Red Lines are distinct from that of the Mattapan trolley line.

Disinvestment in the Mattapan trolley line has led to deteriorating conditions in the cars, along the tracks, and at the stations, such as at Milton Station, where decades of neglect left the staircase providing access to the station in disrepair, then closed as a safety hazard, and ultimately demolished with nothing rebuilt in its place.

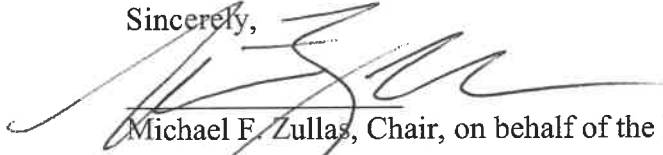
We continue to believe that the MBTA must rectify the inequity by immediately prioritizing the proposed Mattapan Line Transformation Project and setting and sticking to a clear and reasonable time line could help to redress the inequity of the past.

Again, the purpose of this letter is to request a full explanation of the classification of neighborhoods adjacent to the Mattapan High-Speed line as rapid transit communities equivalent to those with access to higher-capacity trains found on every other line in the system.

*Thomas P. Glynn, Chair  
MBTA Board of Directors  
August 10, 2023  
Page 4 of 4*

Thank you for your attention to this matter. It would be most helpful to receive a response to this inquiry **on or before September 8, 2023**. Please do not hesitate to contact Town Administrator Nicholas Milano with any questions or for additional information at [nmilano@townofmilton.org](mailto:nmilano@townofmilton.org) or 617-898-4845.

Sincerely,

A handwritten signature in dark ink, appearing to read 'M. Zullas', written over a horizontal line.

Michael F. Zullas, Chair, on behalf of the Milton Select Board:

Erin G. Bradley, Vice-Chair  
Roxanne Musto, Secretary  
Richard G. Wells, Jr., Member  
Benjamin Zoll, Member

CC:  
Senator Walter F. Timilty  
Representative William J. Driscoll  
Representative Brandy Fluker Oakley



TOWN ADMINISTRATOR  
NICHOLAS MILANO  
TEL 617-898-4845

COMMONWEALTH OF MASSACHUSETTS  
TOWN OF MILTON  
OFFICE OF THE SELECT BOARD  
525 CANTON AVENUE, MILTON, MA 02186

TEL 617-898-4843  
FAX 617-698-6741

SELECT BOARD

MICHAEL F. ZULLAS,  
CHAIR

ERIN G. BRADLEY,  
VICE CHAIR

ROXANNE MUSTO,  
SECRETARY

RICHARD G. WELLS, JR.,  
MEMBER

BENJAMIN ZOLL  
MEMBER

By email ([chris.kluchman@mass.gov](mailto:chris.kluchman@mass.gov))  
& Regular Mail

September \_\_, 2023

Chris Kluchman  
Deputy Director  
Community Services Division  
Executive Office of Housing and Livable Communities  
100 Cambridge Street, Suite 300  
Boston, MA 02114

Re: MBTA-CA Clarification

Dear Deputy Director Kluchman:

We write to seek clarification of the Town of Milton's status under M.G.L., Chapter 40A, Section 3A - Multi-family Zoning As-Of-Right in MBTA Communities (the "Act") - and its classification as a "Rapid transit community" under the Compliance Guidelines for the Act (the "Guidelines") issued by the Executive Office of Housing and Livable Communities (the "EOHLC").

It is clear that the Town of Milton is an "MBTA Community" under the Act. However, while Milton is listed as "Rapid transit community" in Appendix 1 to the Guidelines, Milton is not a "Rapid transit community" according to the definitions found in the Guidelines (the "Definitions").

According to the Definitions, "'Rapid transit community' means an MBTA community that has within its borders at least 100 acres of developable station area **associated with one or more subway stations**, or MBTA Silver Line bus rapid transit stations" (emphasis added).

Also according to the Definitions, "'Subway station' means any of the stops along the **MBTA Red Line, Green Line, Orange Line, or Blue Line**, including any extensions

*Chris Kluchman*  
*Deputy Director*  
*Executive Office of Housing and Livable Communities*  
*September 15, 2023*  
*Page 2 of 3*

to such lines now under construction and scheduled to begin service before the end of 2023” (emphasis added).

Because the Mattapan Trolley Line stops in Milton are not “along the MBTA Red Line, Green Line, Orange Line, or Blue Line,” Milton is not a “Rapid transit community” according to the Guidelines.

It is clear beyond peradventure that the Mattapan Trolley Line is not part of the MBTA Red Line, Green Line, Orange Line, or Blue Line.

For example, MBTA’s Service Delivery Policy, upon which the MBTA’s classifications are based, includes in its rapid transit designation five separate Lines, which are comprised of heavy rail (Blue, Orange, and Red Lines) and light rail (Green Line and Mattapan Trolley Line).

The MBTA’s literature clearly refers to the Mattapan Trolley Line as a separate Line. *See* Copy of <https://www.mbta.com/schedules/subway> attached as Exhibit A (Listing subways as “Red Line,” “Orange Line,” “Green Line,” “Blue Line,” and “Mattapan Trolley”); *see also* Copy of <https://www.mbta.com/projects/mattapan-line-transformation> attached as Exhibit B (“The historic 1940s Mattapan Line trolley runs on 2.6 miles of track between Ashmont, on the Red Line, and Mattapan Station”); *see also* MBTA State of the System Report, dated December 2015, attached as Exhibit C, at page 5 (“the term ‘rapid transit’ comprises the MBTA’s heavy rail system (Red, Orange, and Blue Lines), the entire Green Line, and the Mattapan high-speed trolley service”), page 7 (Service Map), page 17 (Rapid Transit Stations), page 22 (Rapid Transit Bridges), page 23 (Track and Traction Power), page 30 (Scheduled Service Frequency), and page 37 (Rapid Transit Fleet).

Recently, in response to our letter seeking clarification of the Mattapan Trolley Line’s classification, the MBTA reiterated that the Mattapan Trolley Line is a separate Line and not part of the MBTA Red Line, Green Line, Orange Line, or Blue Line. *See* Letter from Lynsey M. Heffernan, Assistant General Manager for Policy and Transit Planning, Massachusetts Bay Transportation Authority, dated September 8, 2023, attached as Exhibit D (“the Mattapan line is one of two light rail lines that the MBTA operates”; “While quality and frequency of service are certainly an important part of the riders’ experience and are areas in which the MBTA is seeking to improve, they are not material to the designation of the Mattapan Line as a light rail”). *See also* Letter from the Milton Select Board to MBTA Board of Directors, dated August 10, 2023, attached as Exhibit E.

The Mattapan Trolley Line is a unicorn that is separate from the MBTA Red Line, Green Line, Orange Line, or Blue Line, is treated as such by the MBTA, and is not addressed in the Guidelines.

In much the same way, Milton is a unicorn for the purposes of, and not addressed in, the Guidelines. As such, we seek clarification of Milton’s status given the inconsistency in the Guidelines between the Definitions and Appendix 1.

*Chris Kluchman*  
*Deputy Director*  
*Executive Office of Housing and Livable Communities*  
*September 15, 2023*  
*Page 3 of 3*

Thank you for your attention to this matter. It would be most helpful to receive a response to this inquiry **on or before October 6, 2023**. Please do not hesitate to contact Town Administrator Nicholas Milano with any questions or for additional information at [nmilano@townofmilton.org](mailto:nmilano@townofmilton.org) or 617-898-4845.

Sincerely,

---

Michael F. Zullas, Chair, on behalf of the Milton Select Board:

Erin G. Bradley, Vice-Chair  
Roxanne Musto, Secretary  
Richard G. Wells, Jr., Member  
Benjamin Zoll, Member

CC:  
Senator Walter F. Timilty  
Representative William J. Driscoll  
Representative Brandy Fluker Oakley



Schedules & Maps > Subway

## Subway

Search for a line, stop, or address



### Schedules

 Red Line

 Mattapan Trolley



 Orange Line

 Blue Line

 Green Line

 B

 C

 D

 E

# Mattapan Line Transformation

**Mattapan Line Transformation**

A collage containing images of a new Type 9 light rail vehicle, a worker examining the tracks, a substation, and a visualization of future construction plans.

We're making improvements to the Mattapan Line to ensure accessible, reliable, and modern service for Dorchester, Mattapan, and Milton for years to come. This transformation program will implement a state of good repair, as well as accessibility, safety, and rider experience improvements to all infrastructure that will support future service and deployment of the Type 9 light rail vehicle.

Our vision is to build a transformed Mattapan Line that provides mobility equity and a transit experience the community is proud of, with reliable, comfortable, and safe service where and when riders need it. This will include convenient access and



connections, and a cohesive, uniform aesthetic that integrates the essence of the legacy trolleys, adjacent natural resources and landmarks, and varied communities along the line.

## Why We're Doing This Work

The historic 1940s Mattapan Line trolley runs on 2.6 miles of track between Ashmont, on the Red Line, and Mattapan Station. It serves 6,600 riders every day. The route has eight stations and connects riders to many local bus routes and the [Neponset River Trail](#).

At public meetings in Dorchester, Mattapan, and Milton, residents talked to us about the issues that are important to them. Riders shared their thoughts on topics including accessibility, safety, and reliability. Future improvements to the Mattapan Line will incorporate and reflect that feedback.

## Building a Better T

As part of our \$9.6 billion, [5-year capital investment plan](#), we're renovating stations, modernizing fare collection systems, upgrading services for our buses, subways, and ferries, and improving the accessibility of the entire system.

[Learn more](#)

## Project Features

In the next eight to 10 years, we will modernize stations and improve infrastructure throughout the Mattapan Line. This includes introducing the next generation of vehicles to the line, the Type 9 light rail vehicles. These vehicles are much more accessible, as they make level boarding possible at the middle doors by featuring sliding doors and automatic ramps. They also have a bigger capacity. PCC trolleys will be taken out of service once they are replaced, and the MBTA will continue to engage with the local community and key stakeholders to identify potential uses for the legacy PCC cars.

We will be raising platforms to fourteen inches to allow for level boarding onto the Type 9 light rail vehicle, which will eliminate the need for mini high platforms that you see on the line today. The projects will be designed and built with considerations for climate resiliency and sustainability.

The project will improve safety conditions on the tracks, including:

- Upgrading the existing communications system to meet current accessibility standards
- Evaluating the applicability of a signal system on the line
- Adding capacity and redundancy to the traction power system
- Replacing the existing rail and ties
- Improving drainage and flood resiliency
- Rehabilitating or fully replacing bridges and structures that will carry the Type 9 vehicle

## Rider Benefits

- Station improvements including benches, canopies, updated lighting, street crossings, walkways, and accessibility improvements
- Larger platforms to accommodate larger ridership volume
- Raised platforms to allow for level boarding onto Type 9 light rail vehicles, eliminating the need for mini high platforms that are on the line currently
- Additional passenger capacity on the Type 9 light rail vehicles
- Once the Type 9 vehicle is introduced, winter operations are anticipated to improve to be similar to that on the Green Line today
- New, modern maintenance facility and yard next to Mattapan Station to maintain the performance and safety of the future Type 9 fleet
- Track safety upgrades
- Improved reliability, safety, and accessibility for riders, with convenient access and connections
- Each station will be evaluated for potential parking and drop-off improvements

## Get Involved

The program is in its early stages of design, which is a perfect time to get involved. We want to hear from you! Your feedback is critical to ensuring the new Mattapan Line is designed to meet your needs.

## Take the Survey

We want to hear from you about how you use the Mattapan Line and any improvements you want to see. The survey will be open through the end of winter 2023.

Take the survey in your preferred language:

- [English](#)
- [Español](#)
- [Kreyòl Ayisyen](#)



# FOCUS 4T

The 2040 Investment Plan for the MBTA

## STATE OF THE SYSTEM REPORT: RAPID TRANSIT



December 2015

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Service Performance.....	27
Asset Performance.....	33
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# ABOUT THE STATE OF THE SYSTEM

These State of the System reports lay the foundation for the development of *Focus40*, a financially responsible 25-year capital plan for the MBTA, to be released in 2016. Planning for the future requires a clear understanding of the present. These reports describe that present: the condition, use, and performance of the MBTA bus, rapid transit, commuter rail, ferry, and paratransit systems. In addition, these reports describe how asset condition and age influence service performance and customer experience.

The next phase of *Focus40* will consider how a range of factors – including technological innovation, demographic shifts, and climate change – will require the MBTA to operate differently in 2040 than it does today. With the benefit of the information provided in these State of the Systems reports, the *Focus40* team will work with the general public and transportation stakeholders to develop and evaluate various strategies for investing in and improving the MBTA system in order to prepare it for the future.

## SUMMARY OF THE STATE OF THE SYSTEM: RAPID TRANSIT

Carrying 60 percent of total MBTA ridership, the rapid transit system plays a critical role as the region's primary mover of people into Boston's central business district. However, the aging system and its infrastructure are not able to fully meet the current, let alone future, needs of its customers for reliability, efficiency, and carrying capacity.

# RAPID TRANSIT OVERVIEW

*Rapid transit service is the MBTA's high-capacity backbone, connecting downtown Boston with the rest of the urban core.*

# OVERVIEW OF MBTA RAPID TRANSIT SYSTEM

The MBTA's rapid transit system operates high-frequency service in densely populated urban and suburban areas of the Boston region.

For purposes of this report, the term 'rapid transit' comprises the MBTA's heavy rail system (Red, Orange, and Blue Lines), the entire Green Line, and the Mattapan high-speed trolley service. The rapid transit mode provides the most passenger trips and accounts for the most passenger miles of all MBTA modes; it also generates the most fare revenue.

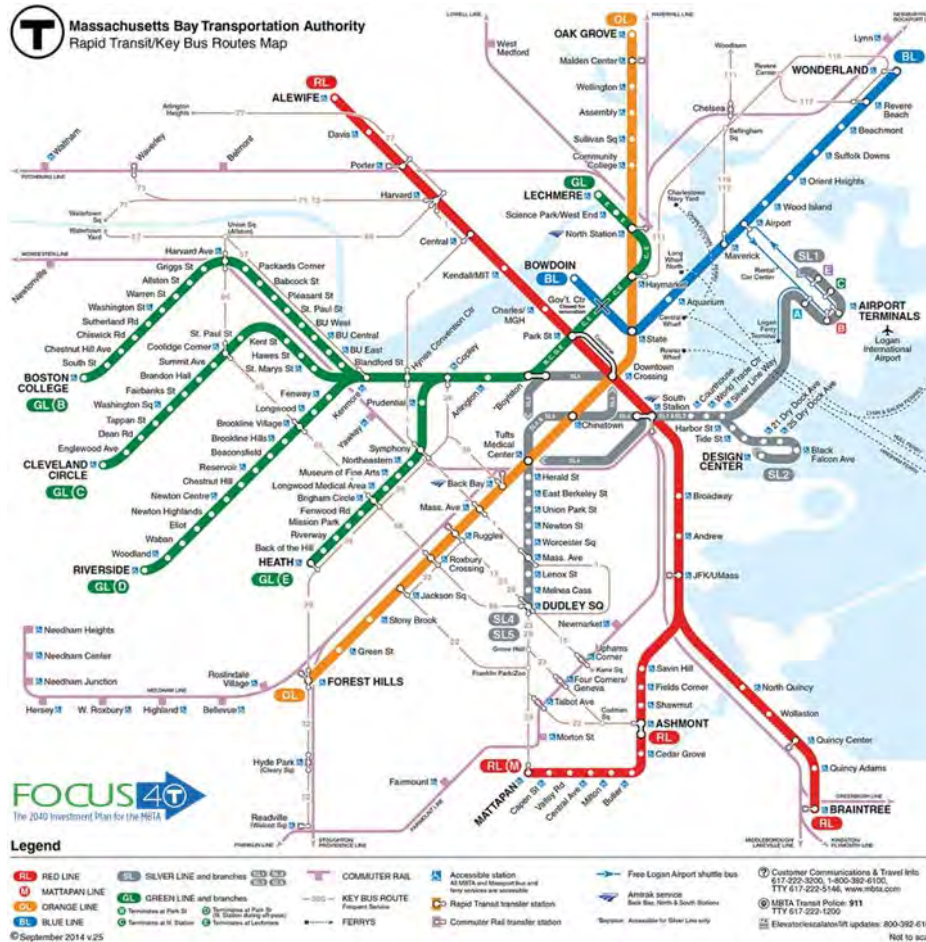
MBTA Annual Metrics by Mode - 2013				
	Operating Expenses (%)	Fare Revenues (%)	Passenger Miles (%)	Passenger Trips (%)
Bus	29.8	17.8	15.4	29.8
Commuter Rail	26.4	29.9	40.4	8.9
Rapid Transit	35.1	49.9	42.8	60.4
Ferry	0.8	1.1	0.6	0.3
Paratransit	7.9	1.3	0.8	0.5

Source: 2013 NTD Transit Profile

# RAPID TRANSIT DEFINITIONS

- **Rapid Transit:** Steel-wheeled vehicles operating on a fixed guideway consisting of track (rail, ties, ballast and traction power). Two types of rapid transit service exist within the MBTA system:
  - **Heavy Rail:** Rapid transit service that operates in a dedicated right of way (ROW) with surface and subway stations that have platforms approximately four feet above rail to provide level boarding onto the train, with fare payment occurring at fare gates, not on the vehicle.
  - **Light Rail:** Green Line and Mattapan service that operate in a variety of conditions – as rapid transit with an exclusive ROW and pre-paid boarding, with an exclusive ROW and on-board fare collection, with a semi-exclusive ROW featuring at-grade intersections with vehicular traffic and on-board fare collection, and without any dedicated ROW.
- **Accessible:** Rapid transit stations that are generally accessible in accordance with most MBTA, Massachusetts Architectural Access Board, United States Department of Transportation, Federal Transit Administration, and Building Code requirements. 89 rapid transit stations are accessible.
- **Non-accessible:** Non-accessible: rapid transit stations that do not have an accessible means of entering or exiting the station and vehicle. 38 rapid transit stations are non-accessible.
- **Traction Power:** Power required to move trains along the ROW. This power is provided by either third rail (an additional rail that runs parallel to the running rail on which the train travels) or an overhead catenary system (a system of poles and wires along the ROW providing power from above). The Green Line and Mattapan Trolley are all overhead catenary; Red and Orange lines are all third rail, while the Blue Line is a mix of catenary and third rail.

# SERVICE MAP



Rapid transit service consists of five lines, 127 stations, and 64 route miles across 11 cities and towns.

- **Blue Line** – Heavy rail between Bowdoin and Wonderland
- **Green Line** – Light rail between Lechmere and BC/Cleveland Circle/Riverside/Heath
- **Orange Line** – Heavy rail between Forest Hills and Oak Grove
- **Red Line** – Heavy rail between Alewife and Ashmont/Braintree
- **Mattapan Trolley** – Light rail between Ashmont and Mattapan

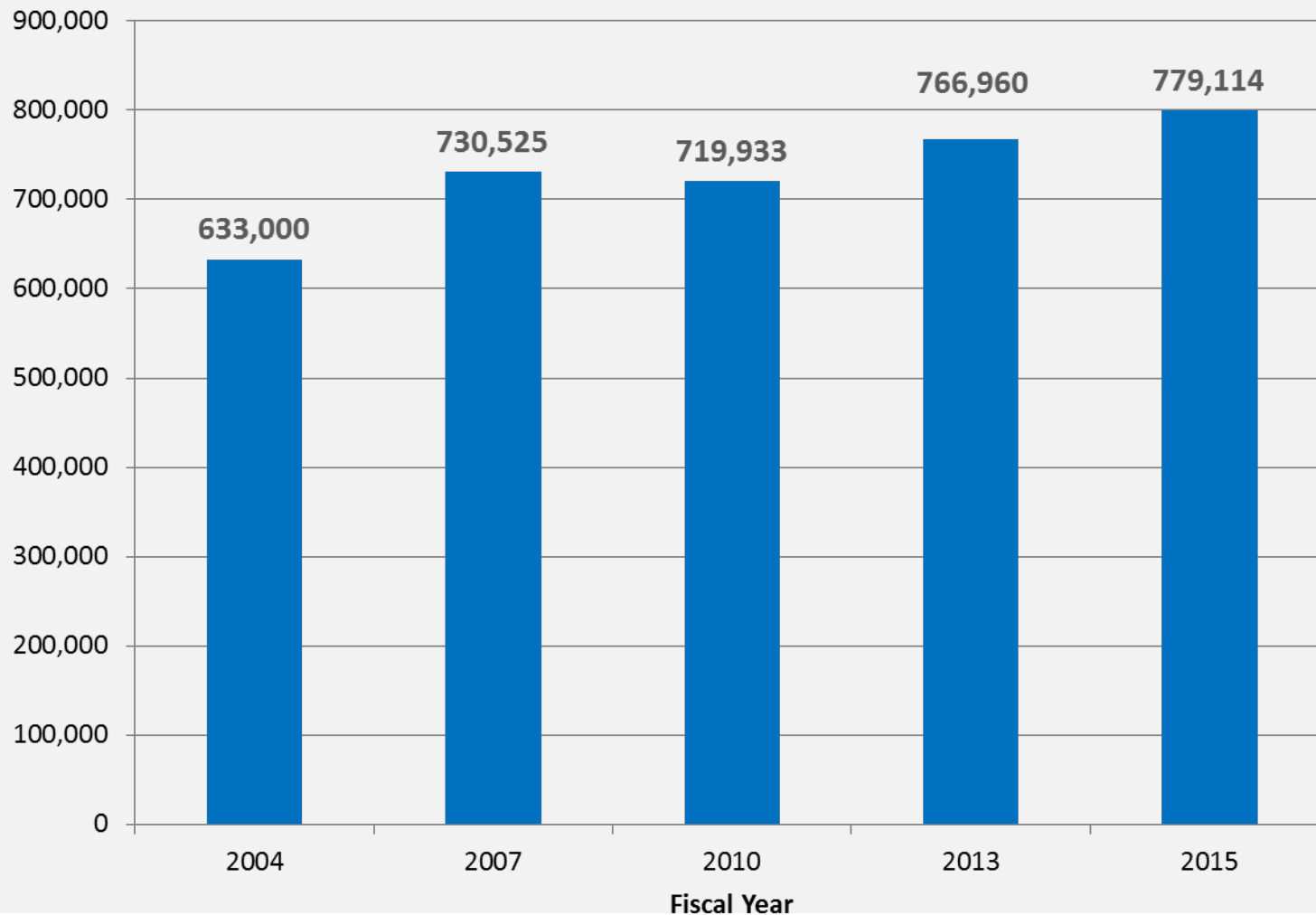
# SERVICE AND RIDERSHIP

Line	# of Stations	Route Miles*	Fleet Size	WEEKDAY RIDERSHIP FY 15
Blue	12	6	94	66,265
Green	66	23	209	219,741
Orange	19	11	120	209,057
Red	22	21	218	280,851
Mattapan Trolley	8	3	10	3,200
<b>TOTAL</b>	<b>127</b>	<b>64</b>	<b>651</b>	<b>779,114</b>



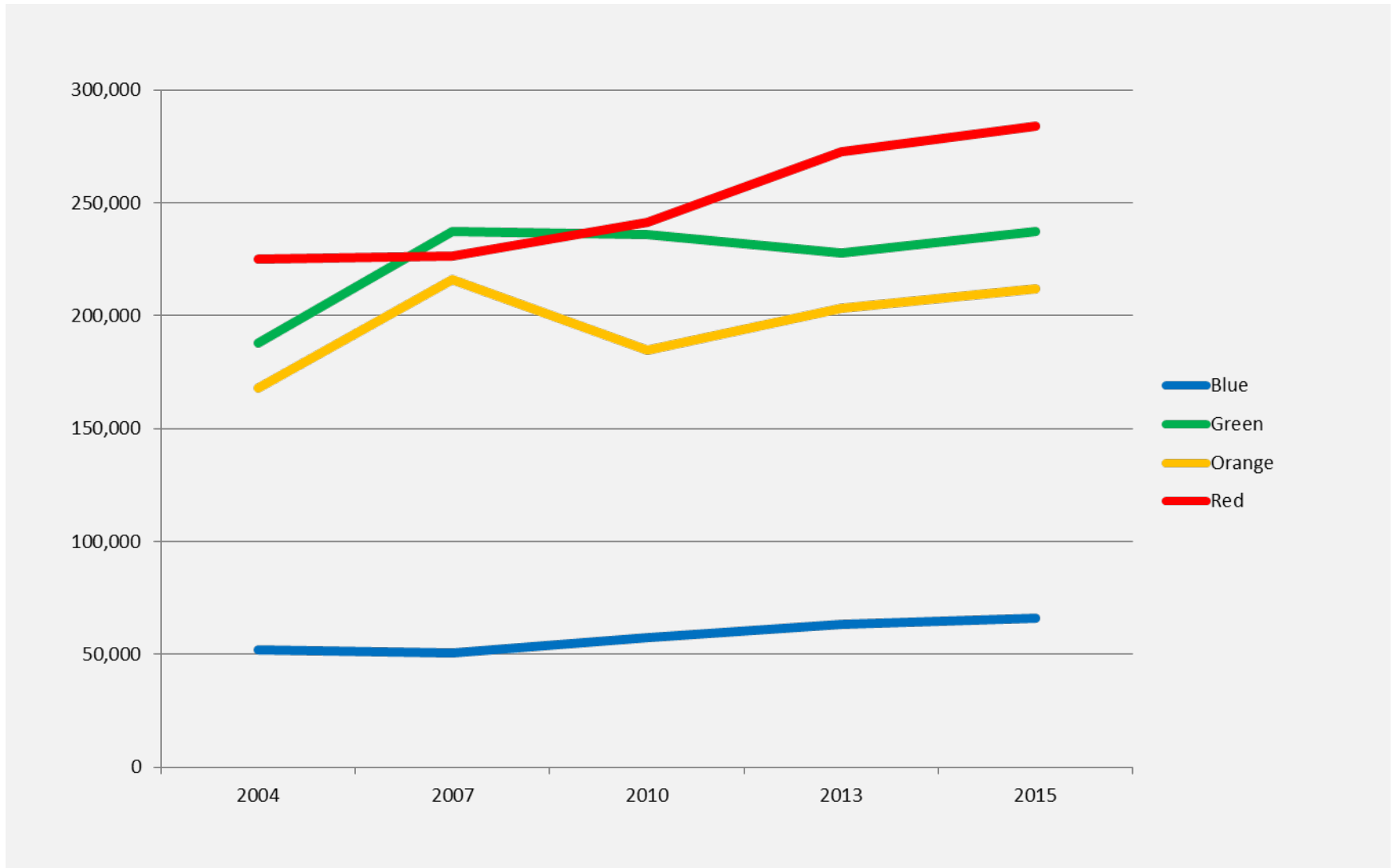
# AVERAGE WEEKDAY RIDERSHIP ON RAPID TRANSIT

(total number of boardings, inbound and outbound)



**With the exception of the 2008-09 recession, ridership has been growing steadily.**

# AVERAGE WEEKDAY RIDERSHIP BY LINE



**With the exception of the 2008-09 recession, ridership has been growing steadily on all lines.**

# HIGHEST WEEKDAY STATION ENTRIES

Blue Line	Ridership
Maverick	10,106
Airport	7,429
Wonderland	6,105
State	4,993
Aquarium	4,776

Green Line*	Ridership
Copley	14,021
Kenmore	9,503
Hynes	8,946
Arlington	8,519
Park Street	8,119

Orange Line	Ridership
Back Bay	18,100
Forest Hills	15,150
Malden	12,686
North Station	10,831
Downtown Crossing	10,588

Red Line	Ridership
South Station	23,703
Harvard	23,199
Central	16,525
Kendall/MIT	15,433
Davis	12,857

# HIGHEST AND LOWEST RIDERSHIP SURFACE LIGHT RAIL/TROLLEY STATIONS

Station (Line)	Ridership	Station (Line)	Ridership
Longwood M.A. (E)	3,813	Back of the Hill (E)	35
Harvard Ave (B)	3,602	Valley Road (M)*	42
Fenway (D)	3,488	Capen Street (M)	57
Coolidge Corner (C)	3,440	Cedar Grove (M)	81
Reservoir (D)	3,404	Butler Street (M)	137
Brookline Vil. (D)	3,230	Milton (M)	206
Longwood (D)	2,719	South Street (B)	214
Packard's Corner (B)	2,654	Fenwood Road (E)	221
Northeastern (E)	2,650	Central Ave (M)	329
Brigham Cir (E)	2,547	Hawes Street (C)	339

**As a comparison, only 200 MBTA bus stops have more than 350 boardings per day.**

# RIDERSHIP DEMOGRAPHICS

Of all MBTA modes, rapid transit ridership demographics most closely reflect those of the region.

	Minority	Low-income
<b>RAPID TRANSIT</b>	<b>27.5%</b>	<b>24.1%</b>
Bus	46.5%	41.5%
Commuter Rail	13.9%	7.2%
Ferry	5.7%	4.5%
Total	33.0%	28.5%

*Source: 2008-2009 MBTA Systemwide Passenger Survey (the MBTA is currently updating its systemwide survey)*

# RAPID TRANSIT FARES AND PARKING FEES



Get a CharlieCard and Save!  
Then upgrade your CharlieCard with [MyCharlie](#)

<b>CharlieCard</b>	<b>\$2.10</b> FREE transfer to Local Bus DISCOUNTED transfer to Express Bus One Transfer valid within two hours of paying your fare.
<b>CharlieTicket/ Cash-on-board</b>	<b>\$2.65</b>
<b><u>Monthly LinkPass</u></b>	<b>\$75/month</b> Valid on Subway plus Local Bus.
<b>Day/Week LinkPass</b>	<b>\$12.00</b> for 1 day <b>\$19.00</b> for 7 days Valid on Subway, Local Bus, <a href="#">Commuter Rail Zone 1A</a> , and Inner-Harbor Ferry and only if purchased on a CharlieTicket.
<b><u>Seniors and Persons with Disabilities</u></b> (Blind persons ride for free)	<b>\$1.05/ride</b> <b>\$29/month</b> Valid on Local Bus and Subway. Requires a <a href="#">Senior/TAP ID</a> or Blind Access Card.
<b><u>Students</u></b> (Junior High and High School)	<b>\$1.05/ride</b> <b>\$26/month</b> for 7-day validity <b>\$26/month</b> for 5-day (Monday-Friday) only Valid on Bus, Subway, Express Bus, and <a href="#">Commuter Rail Zones 1, 1A, and 2</a> . <a href="#">Requires Student ID Badge</a> .
<b><u>Children 11 years old and under</u></b>	<b>Free</b> Children under the age of twelve ride free when accompanied by an adult, with a limit of two children for each adult.

The MBTA offers a variety of discounted fares.

## Parking Payment:

- Most rapid transit lots have cashiers; garages have pay stations.
- Unattended lots transitioned from an honor box payment system to PayByPhone in June 2015.
- Garage rates are \$4-\$7, while some increase to \$14 after 14 hours of parking.
- Garages accept cash or credit at pay stations.
- Attendant lots accept cash, while some also accept credit.



# RAPID TRANSIT ASSETS

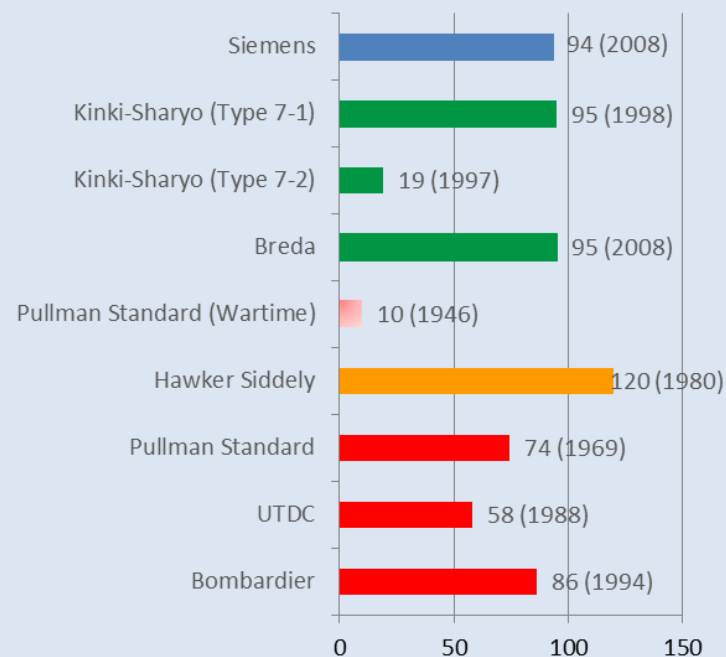
*More than 650 rail cars serving 127 stations are the most visible rapid transit assets.*

# RAPID TRANSIT FLEET

Service is provided using a fleet of 651 vehicles, consisting of heavy rail, trolley, and light rail vehicles.

- The fleet is a mix of rail vehicles from a wide array of manufacturers, with different specifications for different lines and uses.
- 55% of Green Line fleet (all Type 7 cars) and 100% of Mattapan fleet do not meet accessibility requirements.
- Green Line fleet consists of 195 functional vehicles; another 14 on property are not in operational condition.

**Rapid Transit Fleet  
Composition by  
Manufacturer and  
Specification (“Type”)**



# RAPID TRANSIT STATIONS

## The MBTA rapid transit system includes 127 stations:

- 34 are underground (subway) stations
- 32 are above-grade heavy rail stations
- 61 are surface Green Line or Mattapan light rail stations
- 31 stations include infrastructure for bus transfers
- 10 stations provide a connection to commuter rail

## MBTA stations include circulation and accessibility elements:

- 70% are accessible
- 161 escalators
- 133 elevators

### MBTA Rapid Transit Stations

Rapid Transit Line	# Stations
Blue Line	12
Green Line (surface and subway)	66
Orange Line	19
Red Line	22
Mattapan	8
<b>Total</b>	<b>127</b>

# RAPID TRANSIT FARE COLLECTION

Asset	Quantity
Fare Vending Machines	453
Gates	611
Transfer Machine and Validators*	30
<b>Total Fare Equipment at Stations</b>	<b>1,094</b>

All Blue, Orange and Red and Green Line subway stations have fare collection equipment consisting of gates and fare-vending machines.

61 Green Line Surface and Mattapan Trolley Stations have only on-board fare collection. This results in some of the same delays experienced on buses due to customers paying as they board.

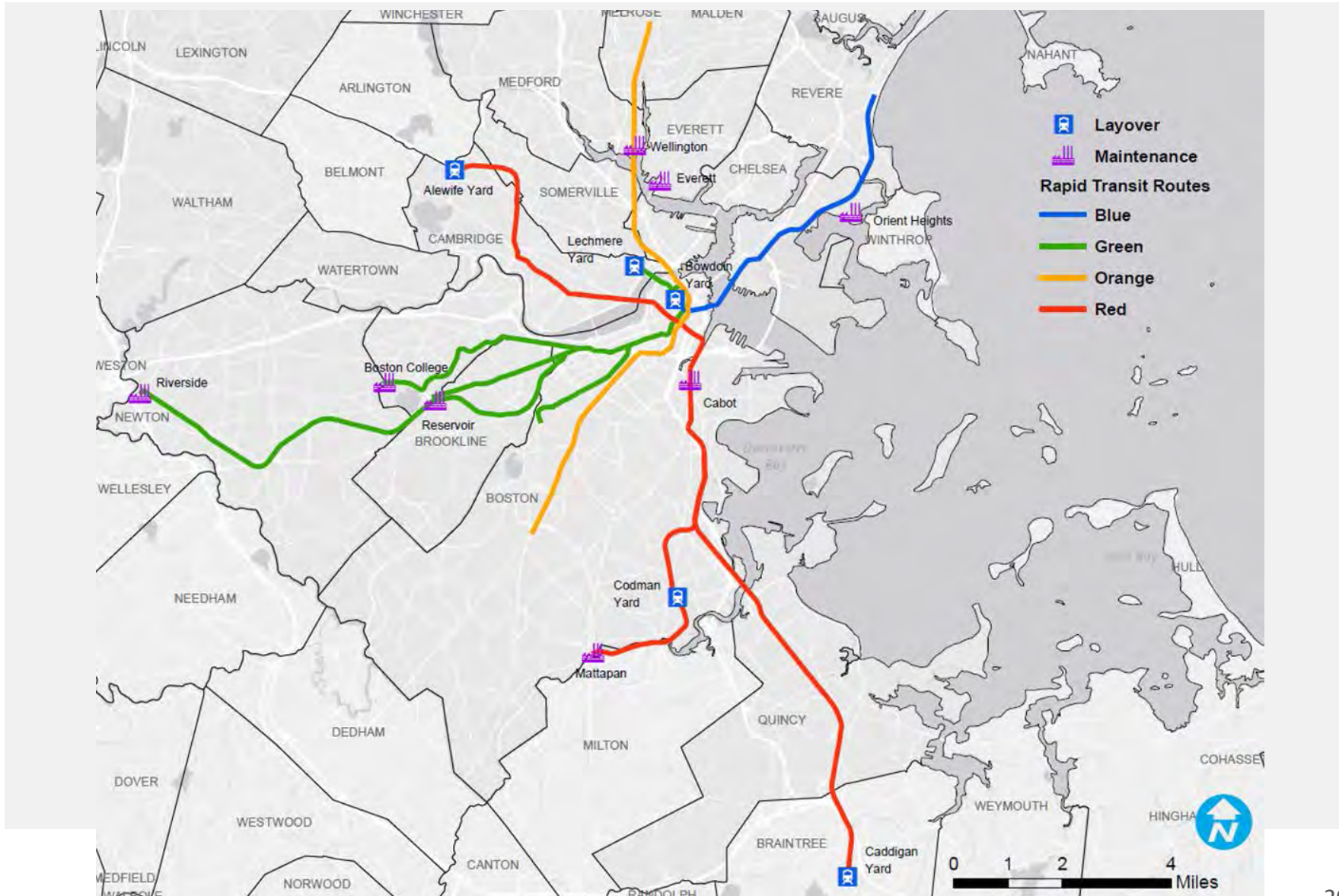
\*One Transfer Machine at Ashmont Station to provide riders with free transfer to Mattapan Trolley when exiting Ashmont Station. Validators are utilized on the Green Line surface stations for customers with a CharlieCard to board the train more quickly.

# RAPID TRANSIT FACILITIES

**Besides stations, the MBTA has a variety of facilities throughout the rapid transit system, including:**

- 8 maintenance facilities
  - Main function is daily heavy maintenance and repair of rapid transit vehicles; cleaning and washing; painting; maintenance employee locker facilities
- 5 layover facilities
  - Main function is vehicle storage and light maintenance.
- 46 traction power substations
  - Buildings house sensitive traction power equipment to provide power to the ROW for operation of vehicles.
- 62 signal bungalows along the ROW
  - Typically pre-fabricated buildings along the right-of-way that house signal control panels and equipment

# MAINTENANCE AND LAYOVER FACILITIES





# RAPID TRANSIT TUNNELS

**The MBTA system has more than 19 miles of tunnels:**

- Light rail system contains 5 miles of tunnels.
- Heavy rail system contains 14 miles of tunnels.
- 16 culverts are located throughout the rapid transit system to convey storm water or bodies of water under the track and ROW.

**The Blue Line tunnel from Aquarium to Maverick was the first underwater transit tunnel built in America and the Park Street to Boylston section of the Green Line is the oldest subway in the nation.**



# RAPID TRANSIT BRIDGES

**The MBTA owns and maintains 157 bridges within the rapid transit system:**

- 74 highway bridges
  - Private vehicles traveling over MBTA tracks or right-of-way
- 58 transit bridges
  - MBTA vehicles traveling over waterways or roadways
  - Elevated viaduct structures (Red Line, Mattapan Trolley loop at Ashmont)
- 25 pedestrian bridges
  - Pedestrian walkways over MBTA tracks, ROW, or other roadways
  - Wonderland pedestrian bridge to Revere Beach Boulevard

MBTA Rapid Transit Bridges	
Rapid Transit Line	# Bridges
Blue Line	15
Green Line	32
Orange Line	37
Red Line	72
Mattapan	1
<b>Total</b>	<b>157</b>

# TRACK AND TRACTION POWER

Rapid Transit Line	Track Mileage	Traction Power Asset
Blue Line	12	Overhead Catenary and Third Rail
Green Line	46	Overhead Catenary
Orange Line	22	Third Rail
Red Line	45	Third Rail
Mattapan	6	Overhead Catenary
<b>Total</b>	<b>131</b>	<b>Total</b>

Rail on rapid transit system can be expected to last up to 40 years but lifespan varies widely due to wear, curvature, location and other factors.

# RAPID TRANSIT SIGNALS

**The MBTA has a total of 1,907 signal-related assets throughout the rapid transit system.**

- The signal system's primary responsibility is to control trains for safe and efficient operation by maintaining proper train separation and minimizing headways and run times.
- The balance of signal-related assets consists of switch heaters, bonds, train stops, signal masts, etc.



# RAPID TRANSIT PARKING

**A significant amount of infrastructure is associated with parking at rapid transit stations:**

- 16,000 parking spaces in surface lots and garages
- 15 surface lots and six active\* parking garages
- Parking is less common closer to the core of the system as station access is primarily by bus or on foot from densely populated adjacent neighborhoods and land is more expensive and less available.

## **Parking Garages:**

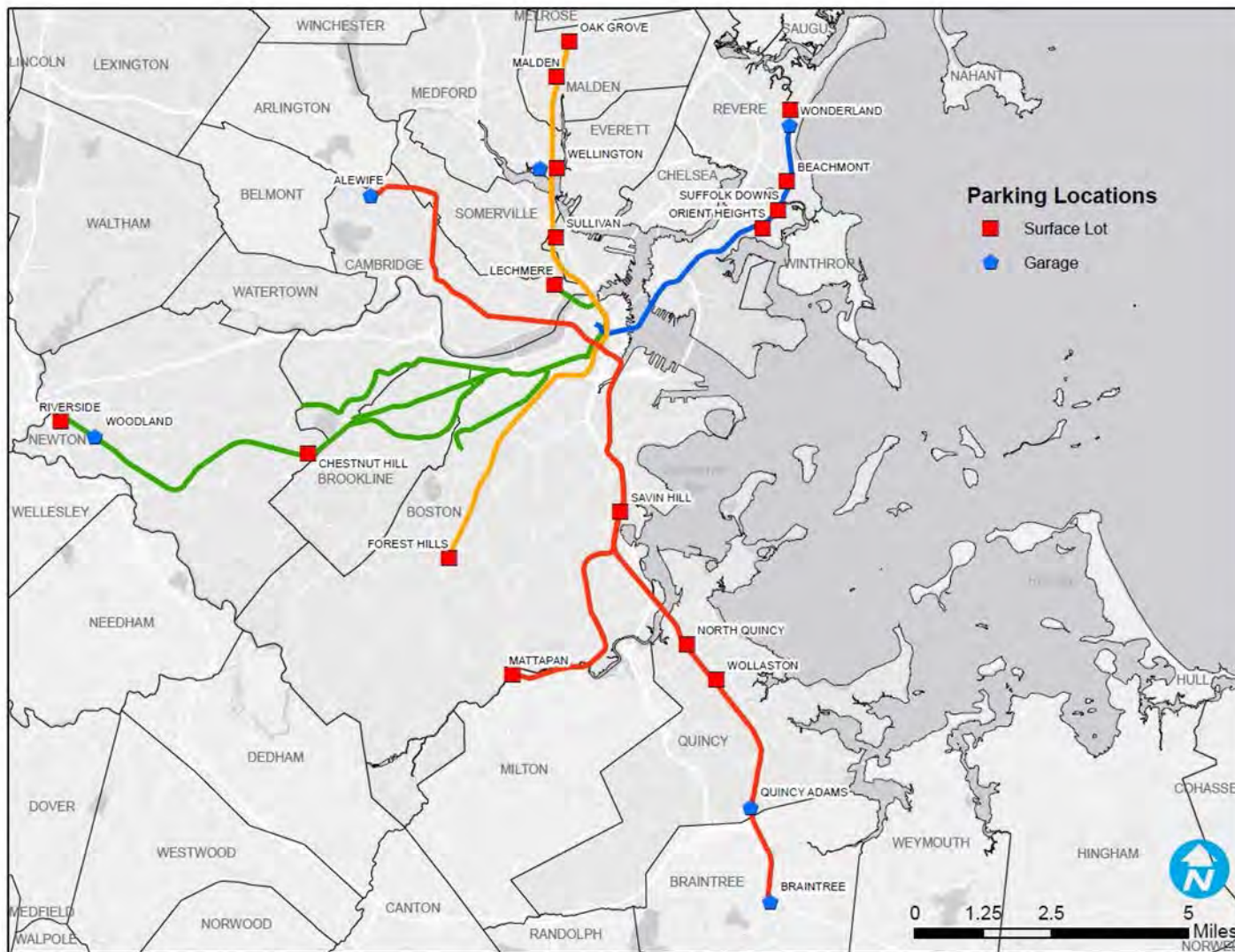
- ✓ Alewife
- ✓ Braintree
- ✓ Quincy Adams\*
- ✓ Wellington
- ✓ Wonderland
- ✓ Woodland



\*Quincy Center Garage is currently closed due to significant structural deterioration, which makes it unsafe for vehicles to occupy the garage.



## RAPID TRANSIT PARKING



## Parking capacity represents a barrier to accessing service.

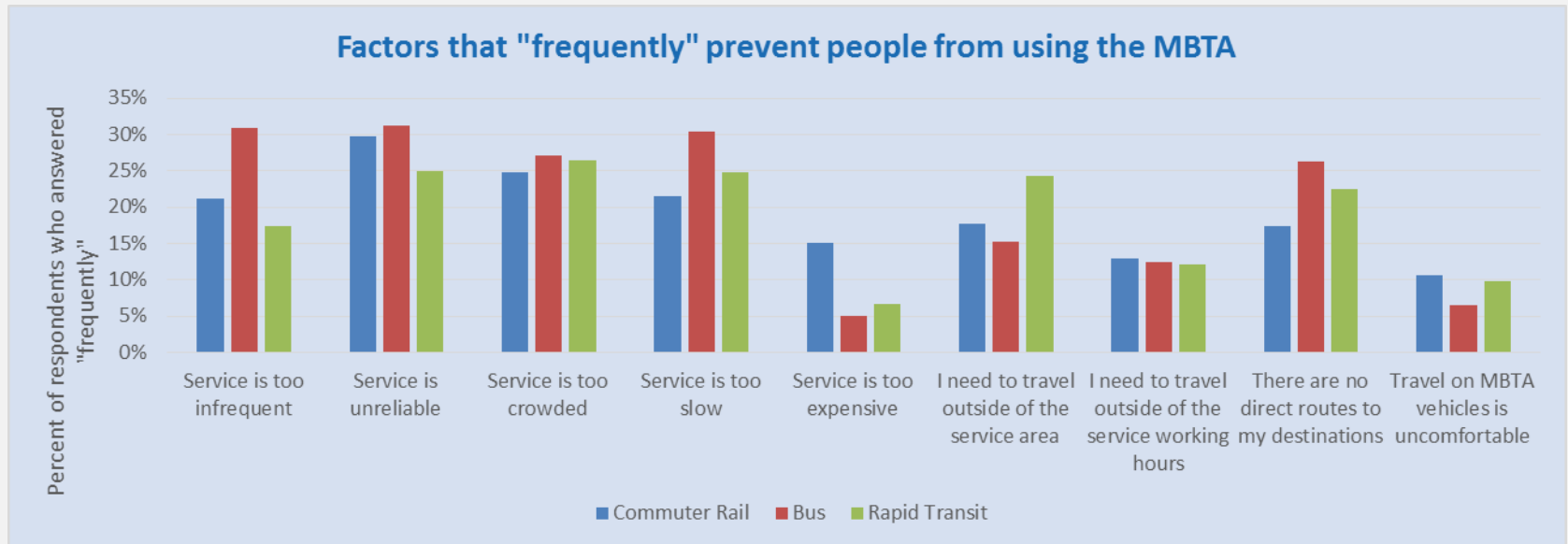


# RAPID TRANSIT SERVICE PERFORMANCE

*While meeting some MBTA service standards, rapid transit experiences crowding and reliability issues.*

# CUSTOMER VOICE

The MBTA surveyed 6,000 customers across all modes in the summer of 2015. **Rapid Transit customers cited crowding and the geographic limits of the system as barriers to using it more.**



**These service characteristics are affected by a combination of:**

- Asset Condition: The condition of the revenue vehicles, stations, and right of way assets
- Internal Operations: Labor practices and budget constraints
- External factors: Real-world conditions that are beyond the control of the MBTA.

# MBTA SERVICE GUIDELINES

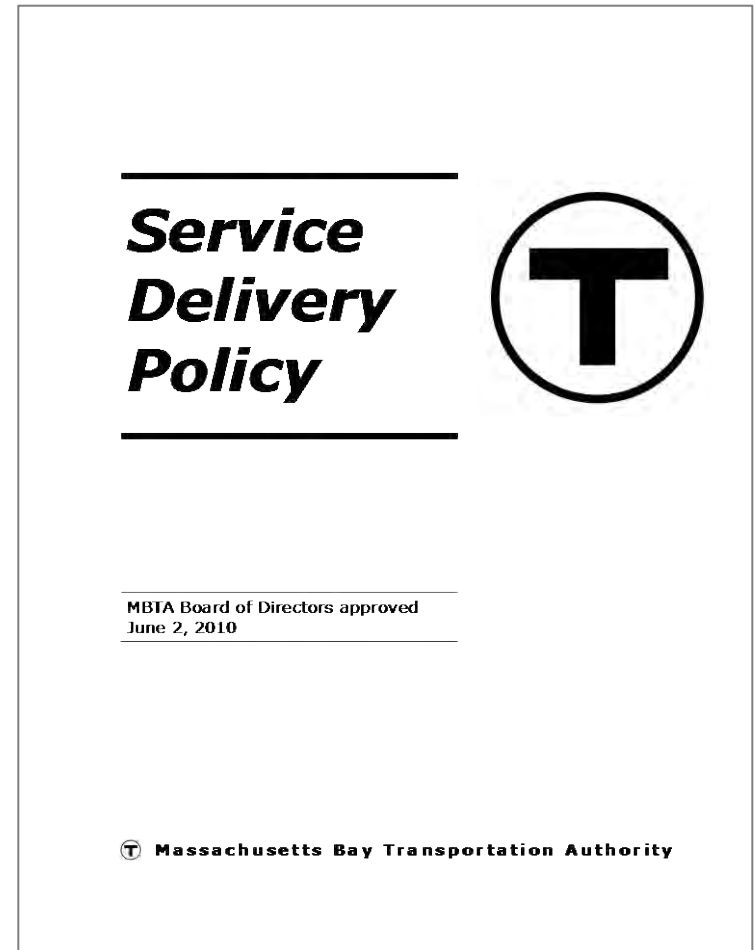
The MBTA's Service Delivery Policy\* articulates the type of service it should provide in terms of:

- Minimum spans of service
- Minimum service frequencies
- On-time performance
- Passenger wait times
- Maximum crowding levels

Rapid transit service is meeting the standard for span of service and frequency.

**The MBTA currently lacks a mechanism to quantitatively track crowding. But observationally, crowding standards are not met on certain services during peak periods.**

*\*The MBTA is currently in the process of updating its service standards.*



# SCHEDULED SERVICE FREQUENCY

Scheduled frequency varies by line and is dependent on fleet size, track and signal capacity, and other factors.

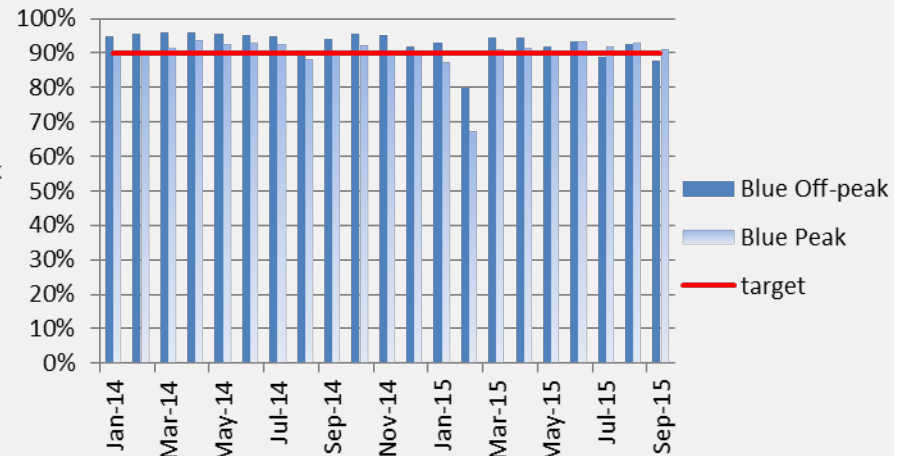
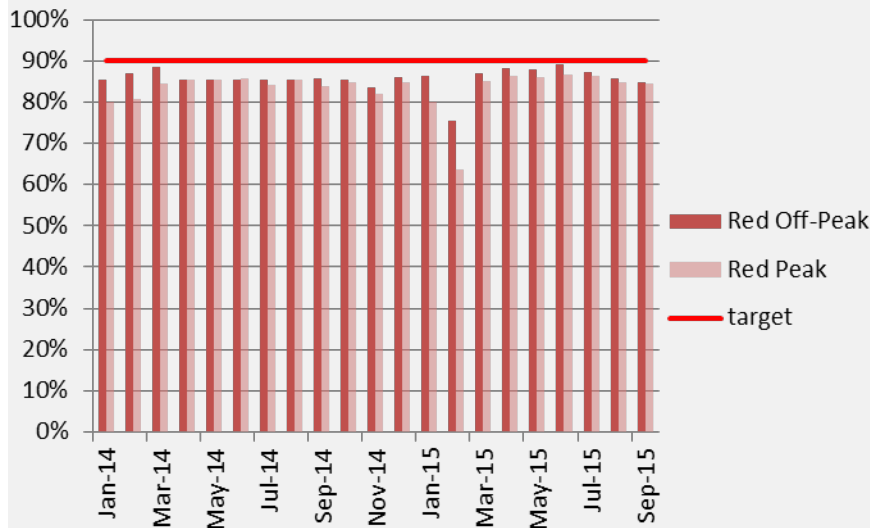
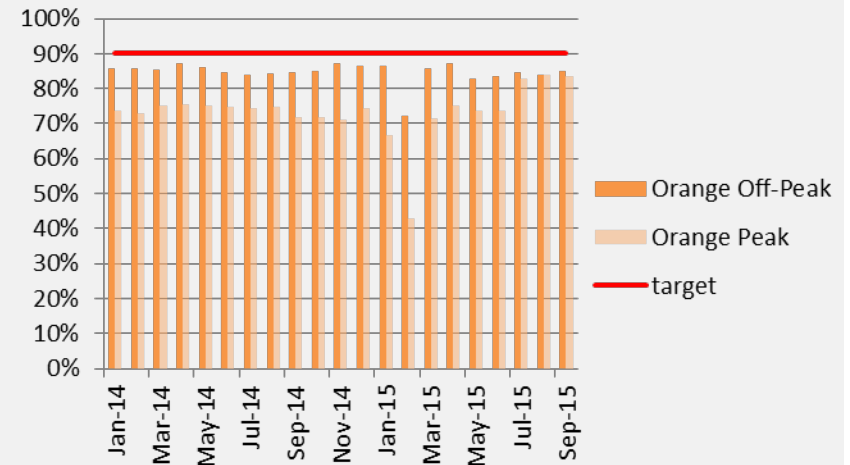
Line	Weekday Peak Headways* (minutes)	Midday Headways (minutes)	Weekend Headways (minutes)
Green (surface and subway)	6-7 branch, 1-2 trunk	8-10 branch, 2-3 trunk	7-12 branch, 2-3 trunk
Orange	6	8-10	9-13
Red	8-9 branch, 4-5 trunk	12-14 branch, 6-7 trunk	14-16 branch, 7-8 trunk
Blue	4-5	6-10	9-13
Mattapan	5	8-12	12-26

Source: MBTA Schedule, Fall 2015

\* Headway is the frequency of trains arriving at stations along a specific route

# PASSENGER WAIT TIMES

The MBTA tracks passenger wait times for the three heavy rail lines. These charts show the % of passengers who waited less than the scheduled headway for that line. The MBTA target is for 90% of passengers to wait less than the scheduled headway.



# RAPID TRANSIT SERVICE FREQUENCY/CROWDING

**According to the MBTA FY 2014 scorecard, the rapid transit system lacks sufficient capacity to meet the established service standards for crowding and on-time performance.**

**System capacity is limited by:**

- Platform lengths and configurations
- Track capacity (lack of sidings, express tracks, etc.)
- Traction power limitations
- Aging and outdated signal equipment
- Fleet size and condition

**The significant capital cost associated with addressing many of these factors has resulted in the status quo of greater demand than availability of service.**



# RAPID TRANSIT ASSET PERFORMANCE

*Service quantity and quality are heavily dependent on the condition and quantity of a wide range of interdependent assets.*

# ASSET PERFORMANCE

## State of Good Repair (SGR):

The MBTA maintains a current inventory of capital assets in its State of Good Repair (SGR) Database.

The Database generates scores for each asset, based on **age, condition and performance**. 1 = low, 5 = high, >2.5 = SGR.

When referencing SGR scores, it is important to note:

- **Summary scores at the asset/modal level represent the average of all assets in the category**, and are a less precise tool for understanding condition of the individual assets within the category.
- Since SGR scores are blended evaluations of age and condition/performance, **relatively new assets that perform poorly may have better SGR scores than their condition alone would suggest**.
- **Assets that are within their useful life and performing as intended will have good SGR scores, even if the assets are inadequate to meet current or future needs of the system.**
- **The SGR backlog will continue to change** – as assets age and are replaced, the backlog decreases; conversely as assets age and do not get replaced, the backlog increases.

The MBTA has conducted extensive work to define the condition of its major capital assets through the SGR database, and will continue to update the SGR database each year. The next organizational step is to begin collecting data for the Maintenance Management System (MMS), a more granular asset management tool that will help the MBTA to implement lifecycle management processes and track asset condition down to the smallest replaceable component. The MBTA also needs to regularly update its existing asset management plan – a policy/strategy document for implementing asset management across the MBTA – for all asset classes. A continuous, predictable capital funding program, including funding for these tasks, is essential to maintaining an effective asset management program.

# RAPID TRANSIT STATE OF GOOD REPAIR

Rapid transit assets have an SGR backlog of **\$3.4 billion** and a replacement value of **\$11.8 billion**.

Asset Category	Average SGR Rating (0 to 5 Scale)	Compared to Other MBTA Modes
Bridges	3.20	Similar
Communication	3.61	Above
Elevators /Escalators	3.53	Above
Facilities	2.78	<b>Below</b>
Fare Equipment	3.99	Similar
Parking	2.32	<b>Below</b>
Power	3.06	Above
Revenue vehicles	2.84	Similar
Blue Line	4.90	Above
Green Line	3.90	Above
Orange Line	1.19	Below
Red Line	2.11	Below
Mattapan Line	1.00	Below
Signals	3.3	Above
Stations	3.45	Above
Track/ROW	2.32	<b>Below</b>
Tunnels	2.64	<b>Below</b>

Source: : Draft SGR report 8/10/15; *Green = Excellent to Good*; *Yellow = Fair to Marginal*; *Red = Substandard to Poor*

# RAPID TRANSIT FLEET

## The Rapid Transit fleet is old.

### 651 total fleet:

- Average SGR Score: 2.84
- Average Age: 32 years
- Design lifespan: 25 years
- 55% are beyond useful life
- Desirable average age: 12.5 years

New Orange and Red Line vehicles will reduce average age of fleet and improve reliability of service. These vehicles begin to arrive in 2018.

Age (years)	Quantity of Revenue Vehicles						
	7	18	21	27	35	46	69
Blue	94						
Green	95	19		95			
Orange					120		
Red			86	58		74	
Mattapan							10
<i>294 vehicles within useful life</i>				<i>357 vehicles beyond useful life</i>			

# RAPID TRANSIT FLEET

## — Red, Orange, and Blue Line Vehicles

- The biggest reliability challenge is the age of the Red and Orange Line cars, with the Orange Line cars experiencing the greatest number of failures.
- Red Line cars (Car Types 1 & 2) have frequent door problems impact service.
- New Orange and Red Line cars will start arriving in 2018 and 2019.
- The newest Red Line car (1994) is the workhorse of the system with very good mean miles between failure (MMBF), but the cars are five years overdue for a mid-life overhaul.
- Blue Line vehicles are only 6-7 years old and have a 30-year life, but will require diligent maintenance and overhauls.

## — Mattapan Line Vehicles

- Vehicles are almost 70 years old and replacement parts and components are no longer available. Of the 10 vehicles on the property, only eight are in service with no plan to replace them. An alternative will need to be found.

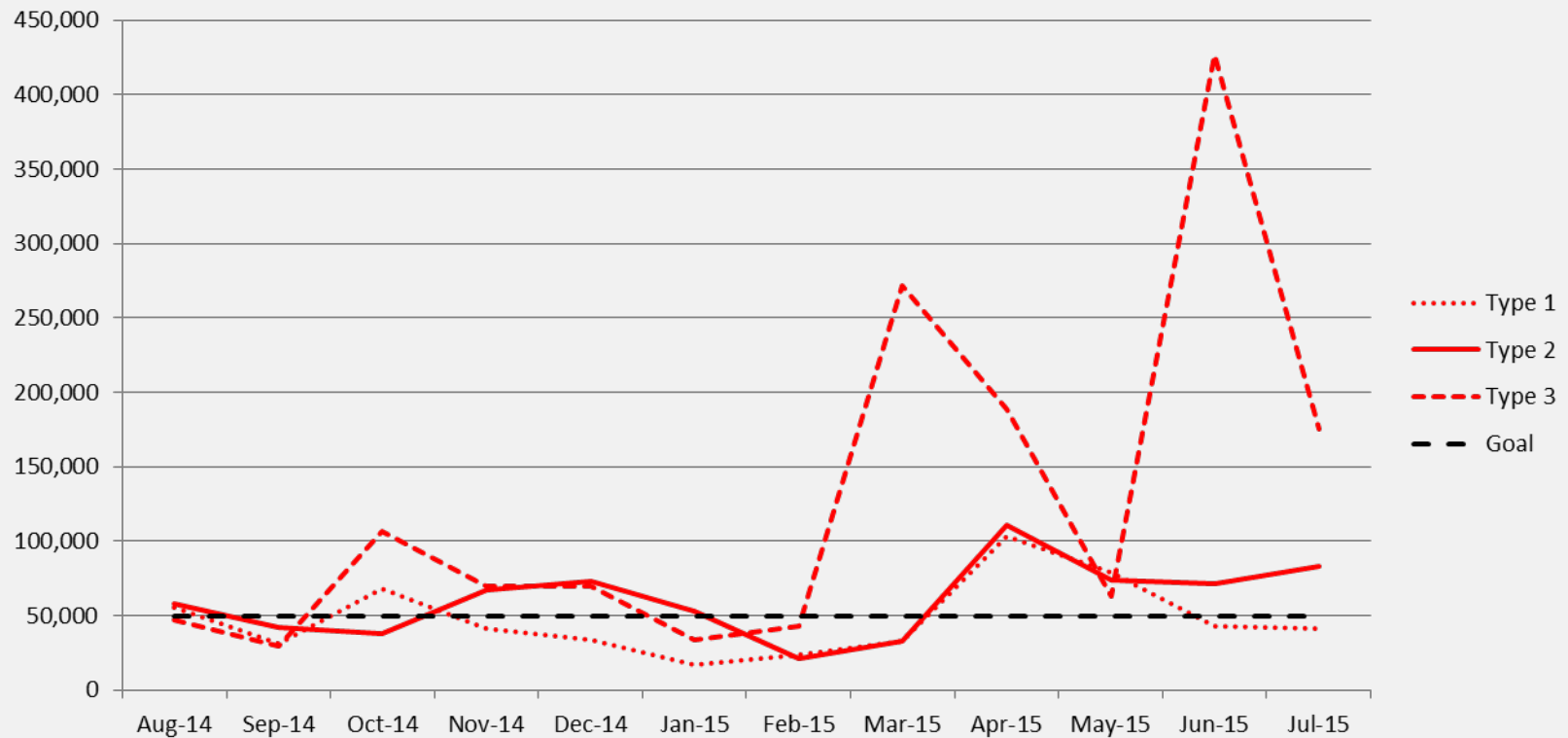
# RAPID TRANSIT FLEET

## — Green Line Vehicles

- The biggest reliability challenge comes from the Type 8 Breda vehicles. Breakdowns are more frequent than on the other types of Green Line cars and take longer to fix.
- The Type 7 Kinkisharyo vehicles are older but significantly more reliable than the Type 8 vehicles.
- A program is underway to overhaul 86 of the Type 7 3600 series vehicles, of which the first 17 are in process.
- 24 Type 9 vehicles are ordered, not enough to replace the Type 8.
- Long-term goal is to replace all the Type 7 and 8 with Type 10.



# RED LINE MEAN MILES BETWEEN FAILURE



Red Line goal = 50,000 miles between failure

## Top Type 1 failure causes:

- ✓ Engine/Propulsion
- ✓ Electrical & Lighting
- ✓ A.T.O.\*

## Top Type 2 failure causes:

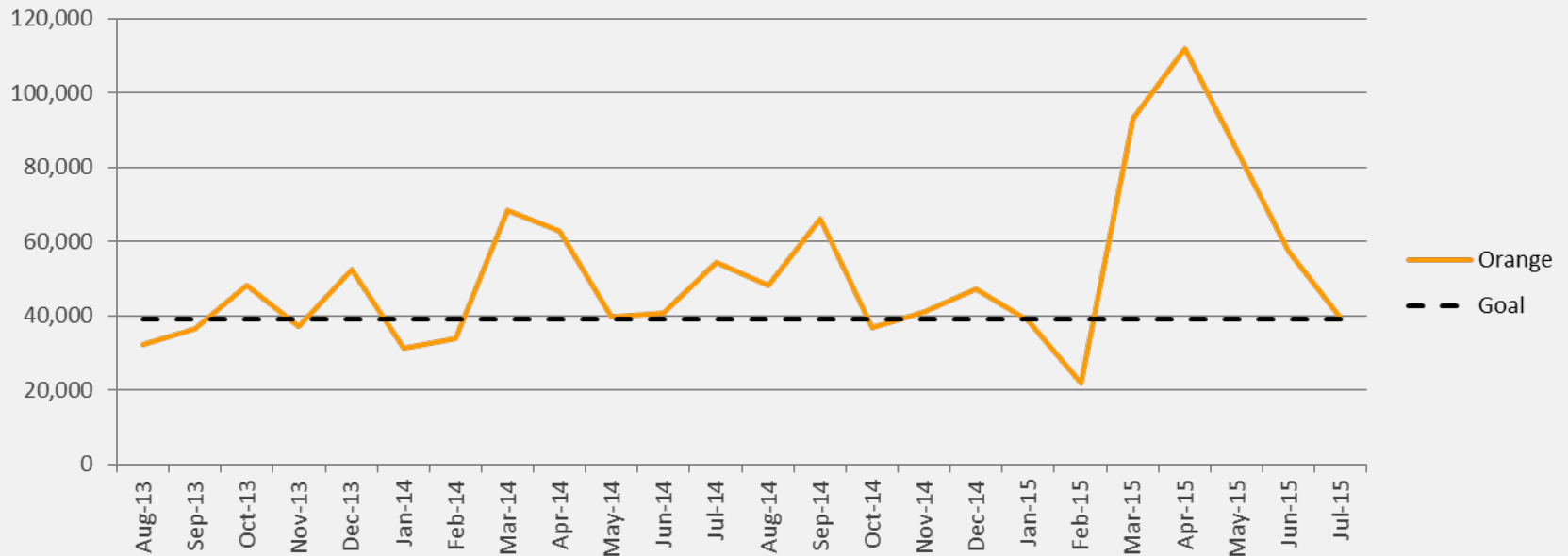
- ✓ Air Supply
- ✓ Doors
- ✓ Engine/Propulsion

## Top Type 3 failure causes:

- ✓ Air Supply
- ✓ Engine/Propulsion

\* A.T.O. – Automatic Train Operation

# ORANGE LINE MEAN MILES BETWEEN FAILURE



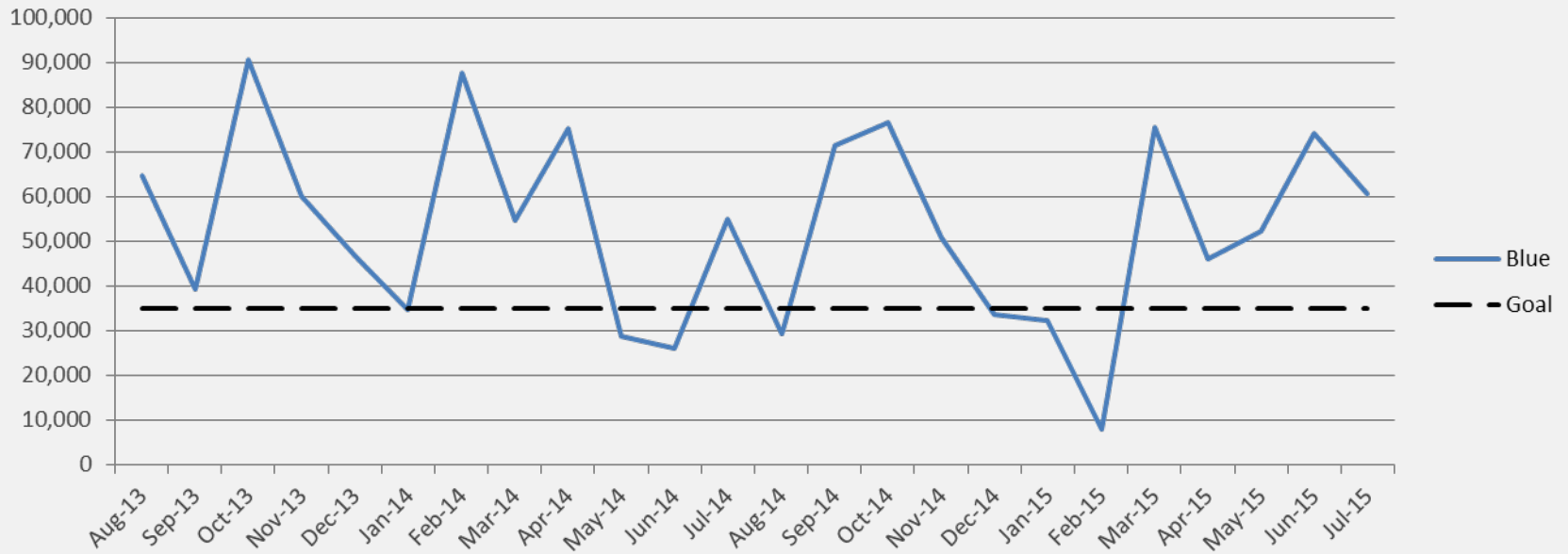
## Orange Line:

- Goal of 37,000 miles between failures is a lower goal than the Red Line.
- The Orange Line has been above the goal since March 2015, but reliability has been declining in recent months due to increased failures across the fleet, primarily due to problems with the air supply and propulsion systems.

### Top 3 failure causes:

- ✓ Air Supply
- ✓ Engine/Propulsion
- ✓ Electrical & Lighting

# BLUE LINE MEAN MILES BETWEEN FAILURE



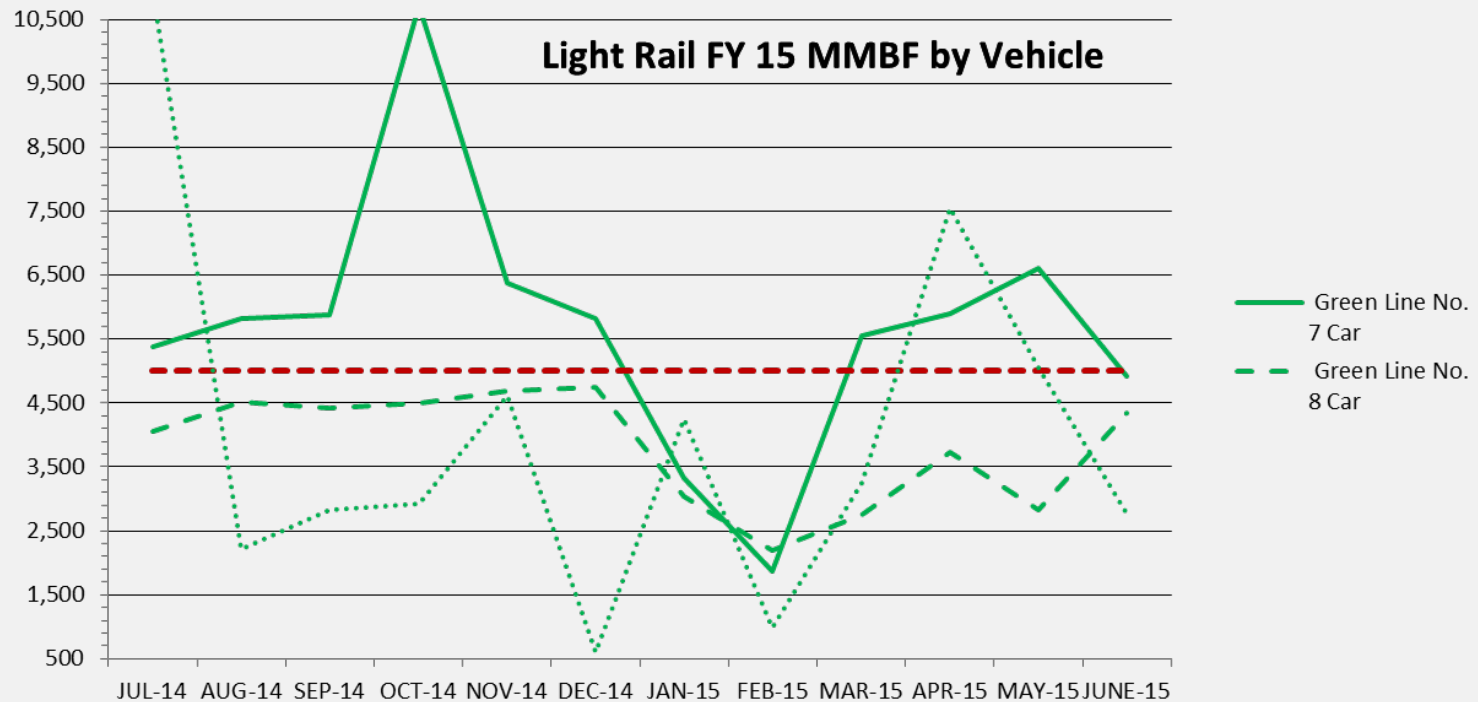
## Blue Line:

- The Blue Line goal = 35,000 miles between failures
- The Blue Line, over the past 24 months, has surpassed its goal in all but five months.

### Top 3 failure causes:

- ✓ Air Supply
- ✓ Doors
- ✓ Engine/Propulsion

# LIGHT RAIL MEAN MILES BETWEEN FAILURE



Green Line goal = 5,000 miles between failure

## Top PCC failure causes:

- ✓ Brake System
- ✓ Propulsion System

## Top Green Line failure causes:

- ✓ Brake System
- ✓ Air Supply System
- ✓ Doors

# RAPID TRANSIT STATIONS

**MBTA stations are among the most visible components of the system and require ongoing capital investment and maintenance to ensure that the anticipated design life of all building components and systems are met or exceeded.**

**Station structures within the rapid transit system have a wide range of age, condition, and performance rankings:**

- Average SGR Score: 3.45
- Average age of all stations: 36 years
- 50-year useful life
- Oldest Station: Boylston Station, 1897
- Newest Station: Assembly Station, 2014
- More than 75% of stations on Mattapan Line and Orange Line are beyond mid-life.

NOTE: Station age refers to the years since initial construction or the most recent major station reconstruction, whichever was more recent.

# STATIONS: ELEVATORS & ESCALATORS

**Elevators and escalators impact the customer experience and affect accessibility compliance.**

**Average SGR Score: 3.53**

## **Elevators in the system:**

- Average age: 21 years; 28-year useful life
- 38% are past useful life.
- An elevator is out of service for an average of 31 hours annually, or 0.4% of its revenue service operating time.

## **Escalators in the system:**

- Average age: 27 years; 28-year useful life
- 64% are past useful life.
- Escalators experience outages at nearly five times the rate of elevators. An escalator is out of service for an average of 138 hours annually, or 1.9% of its revenue service operating time.



# STATIONS: ACCESSIBILITY

The MBTA has made progress with improving accessibility at rapid transit stations. 79 of the 80 key stations\* are fully accessible; the last key station (Government Center) is currently under construction.

## **38 rapid transit stations remain non-accessible:**

- 31 surface and four subway stations on Green Line
- Wollaston Station on Red Line
- Bowdoin Station on Blue Line
- Valley Road Station on Mattapan Line

**Rail is susceptible to movement from loose fasteners or expansion and contraction resulting from ambient temperatures. Without ongoing maintenance, this track movement can create large gaps between platform and train, requiring the use of bridge plates for customers:**

- Between January and August 2015, bridge plates were used 883 times.
- Red Line has highest usage of bridge plates: 501 times, 57% of total usage.

**Accessibility regulations require that stations be made accessible when certain alterations are made (e.g., resurfacing platform, stairs). As with legacy rail systems across the country, alterations that would trigger major accessibility improvements are often deferred due to budget constraints.**

\*Designations required by the federal government to prioritize accessibility improvements for important subway and commuter rail stations. Stations with above-average ridership, those at the end of a line, intermodal stations, and those located near business and retail centers, and others, were designated as key stations by the MBTA.

# GREEN LINE SURFACE STOPS: ACCESSIBILITY

**31 Green Line surface stations are non-accessible. These stations represent 23% of total Green Line ridership.**

- Cost to make Green Line surface stations accessible, along with the necessary roadwork, is between \$3m-\$5m per station.
- Stop consolidation along the B Line would help reduce the cost.



# MAINTANCE & STORAGE FACILITIES

## Red Line – Cabot

- Facility dates to mid-1970s, with inadequate replacement and rehabilitation of major capital assets within the facility
- Some hoists with expected life of 25 years are now 40 years old.
- Only 50% of lifts are operational, which impacts ability to repair vehicles and return to revenue service.
- Overhead cranes often fail and diminish ability to move heavy equipment/vehicle parts efficiently around the facility.
- Other needs include an overhaul of the wheel truing machine, roof replacement, replace heating system and a test track for new vehicles.

## Orange Line – Wellington

- Additional storage will be needed to handle the new fleet when it arrives. Capacity will increase from 120 to 152 vehicles.
- Renovation and yard storage improvement is currently funded under the Red & Orange Line procurement.

## Blue Line – Orient Heights

- The relatively new facility is a model for improvements at other facilities.

# MAINTANCE AND STORAGE FACILITIES

## Green Line – Riverside

- Heavy maintenance and storage facility dates to the mid-1970s, with little work done since built.
- Flat roof has major leaks impacting operations within the building and puts large areas of already constrained space “off limits.”
- Two of the four hoists are 40 years old and are often out of service.
- One of the two cranes has been out of service since January 2015.
- Facility lacks work platforms and capital storage area, constraining productivity.

## Other Facilities

- Roofing systems and water infiltration are a major problem at many equipment buildings where communications gear, electronics and other critical components are housed. This shortens the useful life of equipment and ties up crews with corrective maintenance who should be doing preventive maintenance.

# RIGHTS OF WAY: TRACK

**Much of the MBTA's rapid transit track is beyond its useful life (average SGR score is 2.32). Aside from cost considerations, a number of other issues factor into repair decisions. These include limited overnight hours and other extended repair windows and the size of the bus fleet available for substitute service.**

- Track along the Southwest Corridor portion of the Orange Line is deteriorated and expensive to repair.
- The MBTA has in-house capacity for small capital repair jobs, but such work takes away from preventive maintenance.
- Special alignments (curves and turnouts, especially on the Green Line) cause track to wear out faster than straight rail. Replacing such special track requires longer lead times to plan for and procure materials.

# RIGHTS OF WAY: TUNNELS

- Various MBTA tunnels require concrete repairs and have water infiltration issues.
- Reconstruction is impractical due to cost and operational interruptions unless part of major station projects (e.g. Maverick, Government Center, Copley, Haymarket).
- Leaking causes damage to sensitive signal, communication and power cables, and track infrastructure.

## SGR score: 2.64

- 50% of tunnel exhaust fans are beyond useful life.
- Another 25% of tunnel exhaust fans are due for replacement in two years.
- \$54 million total asset value of tunnel exhaust fans
- \$5 million of leak repair projects are backlog





# RIGHTS OF WAY: TUNNELS

Line	Tunnel Segments	Year of Construction
Blue	State to Maverick	1904
	State to Bowdoin	1916
Green	Boylston to North Station	1897
	Boylston to Kenmore	1912
	Kenmore to B-line portal	1931
	Kenmore to C-line portal	1932
	Kenmore to D-line portal	1959
Orange	Copley to E-line portal	1941
	North Station to Chinatown	1908
	Chinatown to Back Bay	1987
Red	Park Street to Harvard	1912
	Park Street to South Station	1915
	Harvard to Alewife	1983
	Andrew to South Station	1917/1918

# RIGHT OF WAY: BRIDGE

According to bridge condition ratings maintained by the MBTA, 86% of bridges are in **GOOD** or **SATISFACTORY** condition. Only 3% are structurally deficient.\*

- Average SGR score of all bridges in transit system: 3.20
- Average age: 64 years (useful life = 43 to 75 years)
- Useful life of bridges near roads is 38% less than non-highway bridges, due to damage caused by salt usage and spray.



**Average age of culverts (included in the bridge SGR score) is 50 years (useful life is 75 years)**

\*By comparison, approximately 8% of MassDOT highway bridges are structurally deficient.

# POWER

## **Overhead catenary system is in satisfactory condition.**

- The average SGR score for catenary is 2.58 (for hardware, poles, and wire).
- Catenary infrastructure is in good condition. Wire failures are more often the result of the interaction of the vehicles' pantograph with the overhead wire when operating at maximum allowable speed, especially on curves and grades.
- **Although infrastructure is in good condition, additional power is needed to expand capacity and support 3-car train sets on the Green Line.**

## **Direct Current (DC) cables on the Red and Orange Line are in poor condition.**

- The average SGR score for DC cables across lines is 3.22.
- While the SGR score for Red and Orange line DC cables is 3.15 due to the expected useful life, the condition and performance score is 2.4, meaning that the cables have deteriorated faster than would be expected based on their age.
- Cables exposed in tunnels deteriorate faster due to water infiltration and exposure to elements.
- Lack of negative return cables along some portions of the Orange Line cause faster decay of DC cable.
- Long lead time with short overnight work windows and cost to replace poses a challenge for bringing to a state of good repair.

# SIGNAL

The SGR backlog only assumes a replacement in kind. To meet desired service levels, a more significant investment in signal technology will be needed.

**Average SGR Score: 3.30**

Despite the satisfactory SGR score, many signals and supporting equipment\* are at the end of their useful life.

- Best to replace signals with newest generation
- Unlike stations or bridges, signal upgrades require a systemwide investment to address interoperability issues with outdated and unsupported signal hardware and software presently in place.



\* Current signal inventory in SGR database does not include individual switches, switch heaters, interlocking, turnouts, masts, signal heads and other individual components that make up the entire signal system

# SIGNALS

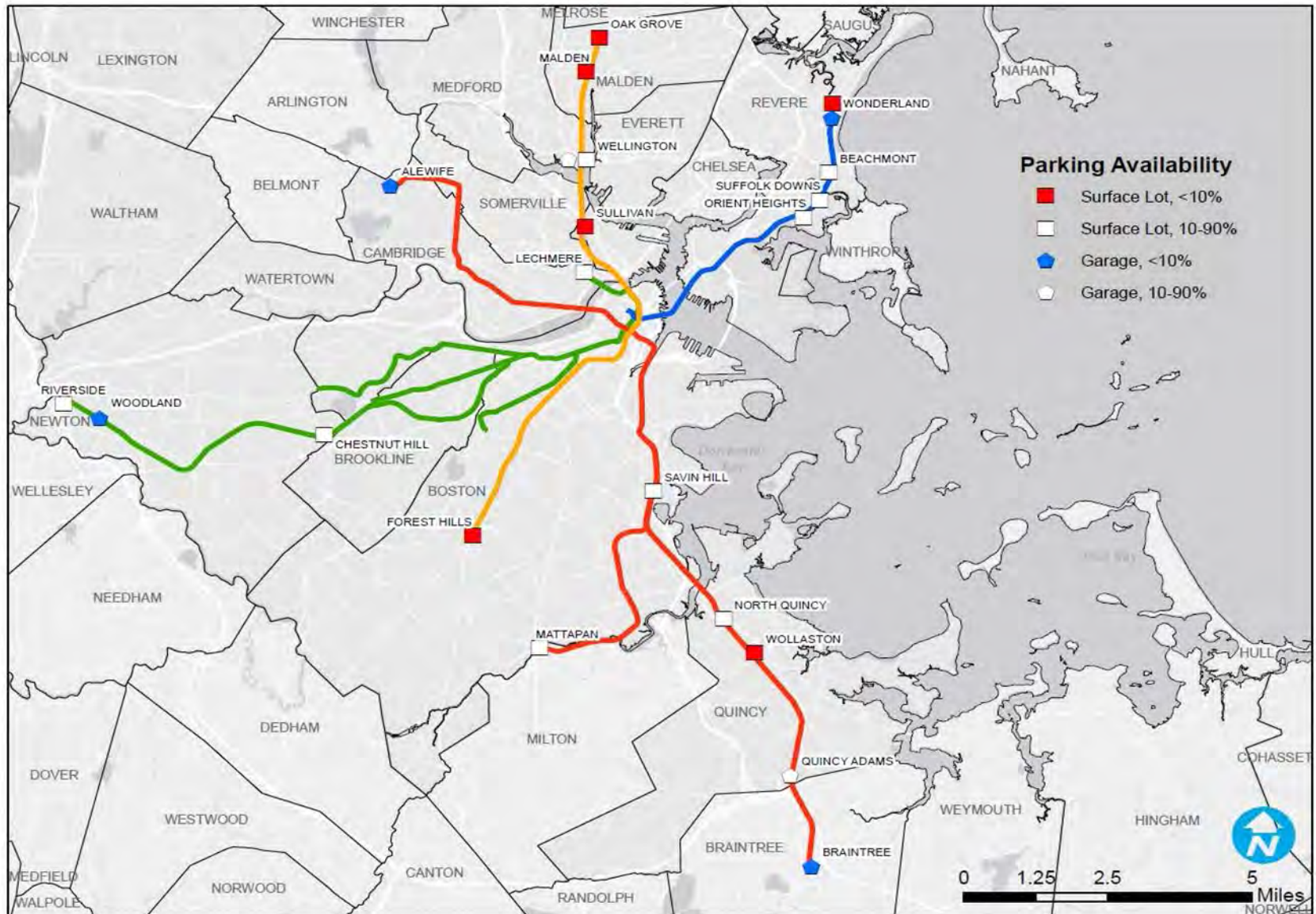
**MBTA rapid transit signal assets on the Red, Orange and Green Lines include numerous legacy components and systems and should be examined for major upgrades or replacements in order to improve reliability and maximize the capacity of track and vehicle assets.**

**Critical examples of needed major investment programs include:**

- Green Line signal system overlay to enable Automatic Train Protection
- Green Line 25Hz power frequency track circuits should be replaced with contemporary-standard 100Hz equipment
- Red and Orange Line Analog Audio Frequency track circuits from the 1970s should be replaced with modern digital circuits to improve maintainability, reliability and enable capacity improvements.
- Red and Orange Line Power Frequency (PF) Track Circuits: Should be replaced with contemporary-standard 100Hz equipment to improve maintainability, reliability and enable capacity improvements.



# PARKING AVAILABILITY



# PARKING

**Average SGR score: 2.32**

**Total SGR backlog for all rapid transit parking structures is \$66M with a replacement value of \$136M.**

- Quincy Center garage is CLOSED due to condition; no funding currently in place for renovations or rehabilitation.
- Garages in worst condition with funding for concrete deck, waterproofing and other repairs in FY16 CIP:
  - Alewife
  - Braintree
  - Quincy Adams



**SUMMARY**

# SUMMARY: MAJOR INVESTMENTS UNDERWAY BUT SIGNIFICANT SGR AND OTHER ISSUES REMAIN

Some pressing Rapid Transit system needs are being addressed:

- **Government Center reconstruction** will improve transfers at one of the busiest hubs in the network and make the last key station accessible.
- **New Red and Orange Line cars** will address some fleet-related reliability issues with both lines, while adding capacity to the Orange Line.
- **Facility improvements at Wellington and Cabot** will support the new vehicle procurement.



# SUMMARY: ACCESSIBILITY

**Many surface Green Line and two heavy rail stations are inaccessible.**

- Accessibility improvements require significant capital investments.
- Maintenance options are limited at these locations because accessibility would be triggered.

**More than half of all Green Line vehicles and all Mattapan trolleys are inaccessible.**

**Long-term plans for elevator replacement and redundant elevators are needed but not yet developed.**

- Plan for Accessible Transit Infrastructure (PATI) under way – aimed at prioritizing barriers to access and developing long-term plan



# SUMMARY: POWER NEEDS

## Upgrades to the Rapid Transit power system can reduce delays and increase capacity:

- Upgrades to AC/DC Cable and the Catenary System are necessary to allow for consistent use of 3-car trains on Green Line.
- AC/DC Cable and their associated duct banks are aging and frequently collapse, causing service disruptions.
- Systemwide upgrades to traction power substations are necessary to provide more power than is now provided.



# SUMMARY: MAJOR CHALLENGES TO MEET CURRENT AND FUTURE DEMAND

**Providing additional capacity on rapid transit – by increasing size of vehicle consists or frequency of service – requires systemwide upgrades to many asset classes, including stations, tunnels, facilities, power and signals.**

- Platform lengths prevent move to longer trains (even 3-car trains on Green Line would require longer surface platforms in many places).
- Because of station designs, passengers loads are often not evenly distributed by car, exacerbating capacity issues.
- Constraints with signals, fleet size and associated maintenance capacity prevent more frequent service.
- Track conditions and geometry limit speed in some locations.



**Development near transit has been on the rise and is expected to continue, necessitating additional capacity and modernization in the system.**





Maura Healey, Governor  
Kimberley Driscoll, Lieutenant Governor  
Gina Fiandaca, Secretary & CEO  
Phillip Eng, General Manager & CEO



September 8, 2023

Michael F. Zullas, Chair  
Office of the Select Board  
525 Canton Ave.  
Milton, MA 02186

Dear Mr. Zullas,

Thank you for your letter of August 10 seeking an explanation for the classification of the Mattapan trolley line as rapid transit under the MBTA's Service Delivery Policy. Your request has made its way to my desk to help explain our reasons for including Mattapan as part of rail transit services.

As you note, the Mattapan line is one of two light rail lines that the MBTA operates as part of its fixed-route service. Fixed-route modes include bus, light rail, heavy rail, commuter rail and ferry in accordance with federal definitions established in 49 USC §5301 et seq.

It is important to note, while the MBTA Communities Act, MGL c.40A, s3A, targeted municipalities in our service area, the authority in that law and the subsequent guidance promulgated, fall into the purview of Department of Housing and Community Development (now the Executive Office of Housing and Livable Communities - EOHLC). Those guiding documents built upon the MBTA's service definitions, as you noted, which are found in our Service Delivery Policy, under guidance of our Board of Directors. We are not a party to, nor do we have any oversight whatsoever, of EOHLC's implementation of the law in question.

In classifying transit modes, consideration by the MBTA is not given to destination (e.g. whether the mode includes service to downtown Boston), capacity, or service delivery levels. Rather, the designation is a technical one based on characteristics of the vehicle, such as whether it operates on a fixed guideway, uses a designated right-of-way, or uses a fixed catenary system. While quality and frequency of service are certainly an important part of the riders' experience and are areas in which the MBTA is seeking to improve, they are not material to the designation of the Mattapan Line as a light rail.

Sincerely,

*Lynsey M. Heffernan*

Lynsey M. Heffernan  
Assistant General Manager for Policy and Transit Planning  
Massachusetts Bay Transportation Authority

Cc: Chair Thomas Glynn, MBTA Board of Directors  
Philip Eng, General Manager MBTA  
Nicholas Milano, Town Administrator  
Senator Walter F. Timilty  
Representative William J. Driscoll  
Representative Brandy Fluker Oakley





TOWN ADMINISTRATOR  
NICHOLAS MILANO  
TEL 617-898-4845

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**BENJAMIN ZOLL  
MEMBER**

August 10, 2023

Thomas P. Glynn, Chair  
MBTA Board of Directors  
10 Park Plaza, Suite 3510  
Boston, MA 02116

Dear Chair Glynn,

We write to request that the MBTA provide a formal explanation for its classification of the Mattapan trolley line as rapid transit. According to the MBTA's current Service Delivery Policy, the rapid transit designation includes both heavy rail (Blue, Orange, and Red Lines) and light rail (Green Line and Mattapan trolley line).

However, the significant differences in service, infrastructure, and equipment demonstrate that the Mattapan trolley line is not equivalent to the rapid transit lines, and that its previous classification as not being rapid transit should be restored. As is shown below, equating the Mattapan trolley line with the Blue, Orange, Red, and Green Lines is like saying that the trolley in Mister Rogers' Neighborhood is the same as Bullet Train.

The Town is requesting this explanation as the MBTA has failed for years to adequately invest in the Mattapan trolley line. Most recently, in the July 18 2023, meeting of the MBTA Advisory Board, the Undersecretary of Transportation, Ms. Monica G. Tibbits-Nutt, was unable to respond to a question about the timeline for the proposed Mattapan Line Transformation Project as she was "not briefed on that project."

That follows a June 20<sup>th</sup> community meeting where multiple complaints were made from Milton, Mattapan, and Dorchester residents about the ongoing delays, as well as a ten-year failure to remedy a dangerous set of stairs at Milton Station, used by both Milton and Dorchester residents, and for which we as a Town had no alternative but to seek relief from the courts.

Recently, in the context of the Mattapan Line Transformation Project, the MBTA has acknowledged the deficiencies of the Mattapan trolley line resulting from decades of neglect, and its differences from the rapid transit lines, by recognizing its deficiencies in “reliability, safety, and accessibility for riders,” its lack of “convenient access and connections,” and the need to:

modernize stations and improve infrastructure throughout the Mattapan Line. This includes introducing the next generation of vehicles to the line, the Type 9 light rail vehicles. These vehicles are much more accessible, as they make level boarding possible at the middle doors by featuring sliding doors and automatic ramps. They also have a bigger capacity.

<https://www.mbta.com/projects/mattapan-line-transformation>.

We look forward to the proposed Mattapan Line Transformation Project, if and when it occurs. We acknowledge the recent activity on this Project, including discussion of early action projects and the anticipated completion of a 15% design by the end of this year. We hope that progress continues and all requisite funding for the Project is made available by the MBTA. However, we understand that there is no clear timeline for the construction of the proposed Project, other than perhaps sometime in the next decade. As mentioned above, leaders do not seem to be briefed on this project and certainly have not demonstrated a prioritization of the work.

While the short, self-contained Mattapan trolley line loop runs on a designated right of way, in its current state, its operation is more equivalent to a bus or street-car system than to a rapid transit line in the following ways:

**RAPID TRANSIT LINES HAVE A DIRECT TRANSIT LINK TO DOWNTOWN BOSTON; THE MATTAPAN TROLLEY LINE DOES NOT.**

Unlike passengers on each of the rapid transit lines, which bring riders from Brookline, Lynn, Revere, Cambridge, Somerville, and Newton to destinations in Downtown Boston on one-seat rides, riders from Milton, Mattapan, and Dorchester on the Mattapan trolley line do not have a direct, one-seat connection into Downtown Boston. Rather, Mattapan trolley line passengers must change trains at Ashmont to reach Boston, Cambridge, and Somerville on the Red Line, or take another rapid transit line to other destinations.

**RAPID TRANSIT LINES HAVE SIGNIFICANTLY MORE CAPACITY THAN THE MATTAPAN TROLLEY LINE.**

In contrast to the rapid transit lines that operate many cars at a time, the Mattapan trolley line operates only a single car at a time and only four cars in total over the length of its 2.6 mile loop. In addition, the PCC cars on the Mattapan trolley line have a maximum capacity of 50 to 60 passengers, while the new Type 9 trains on the Green Line have a capacity of up to 300 passengers. While the Mattapan trolley line, like many elements of

the MBTA system, is operating below pre-pandemic ridership levels, given the limitations of its age-old PCC cars and its decrepit infrastructure, it would not be able to handle any significant increase in ridership, including that anticipated and encouraged by the MBTA Communities Act.

**RAPID TRANSIT LINES HAVE BENEFITED FROM INVESTMENT AND MAINTENANCE, WHILE MATTAPAN TROLLEY LINE AND ITS RIDERS HAVE SUFFERED FROM DECADES OF NEGLECT.**

As the MBTA has acknowledged, the existing PCC cars on the Mattapan trolley line are decades old and in bad condition as a result of neglect, underinvestment, and deferred maintenance. The age of these PCC cars makes them unreliable and in frequent need of maintenance, which limits the line's ability to meet service levels. In contrast, over several decades the rapid transit lines have benefited from significant investment, such as the Green Line's new vehicles (Type 8, Type 9, and now Type 10) and service expansion, the Blue Line's newer equipment, and the Orange and Red Line projects to replace all their cars. As a result, the service, capacity, and modernization of the Blue, Green, Orange, and Red Lines are distinct from that of the Mattapan trolley line.

Disinvestment in the Mattapan trolley line has led to deteriorating conditions in the cars, along the tracks, and at the stations, such as at Milton Station, where decades of neglect left the staircase providing access to the station in disrepair, then closed as a safety hazard, and ultimately demolished with nothing rebuilt in its place.

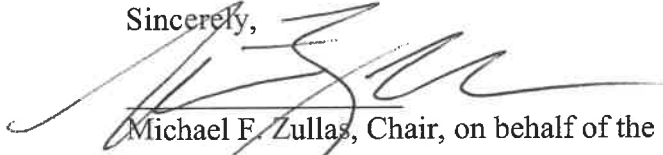
We continue to believe that the MBTA must rectify the inequity by immediately prioritizing the proposed Mattapan Line Transformation Project and setting and sticking to a clear and reasonable time line could help to redress the inequity of the past.

Again, the purpose of this letter is to request a full explanation of the classification of neighborhoods adjacent to the Mattapan High-Speed line as rapid transit communities equivalent to those with access to higher-capacity trains found on every other line in the system.

*Thomas P. Glynn, Chair  
MBTA Board of Directors  
August 10, 2023  
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Thank you for your attention to this matter. It would be most helpful to receive a response to this inquiry **on or before September 8, 2023**. Please do not hesitate to contact Town Administrator Nicholas Milano with any questions or for additional information at [nmilano@townofmilton.org](mailto:nmilano@townofmilton.org) or 617-898-4845.

Sincerely,

A handwritten signature in dark ink, appearing to read 'M. Zullas', written over a horizontal line.

Michael F. Zullas, Chair, on behalf of the Milton Select Board:

Erin G. Bradley, Vice-Chair  
Roxanne Musto, Secretary  
Richard G. Wells, Jr., Member  
Benjamin Zoll, Member

CC:  
Senator Walter F. Timilty  
Representative William J. Driscoll  
Representative Brandy Fluker Oakley