

Request for Proposals

**Disposition of Interest in Real Property
and Development of Affordable Housing
Property at Walnut Street and Commercial Street (Route 140)
Town of Foxborough, Massachusetts**



Date Issued: September 27, 2021

Due Date for Responses: November 18, 2021, by 11am

Late Proposals will not be accepted.

Issued by:

William G. Keegan, Jr., ICMA-CM
Town Manager
40 South Street
Foxborough, MA 02035

On behalf of the Foxborough Housing Authority
90 N. Carl Annon Court
Foxborough, MA 02035

This Request for Proposals was developed in accordance with the requirements of Chapter 30B and the requirements for the Disposition of Land in the Chapter 30B Manual (2016) issued by the Commonwealth of Massachusetts Office of the Inspector General.

Legal Notice: Request for Proposals

The Foxborough Housing Authority (FHA) seeks a developer/operator for the production and operation of affordable housing for people of 60 years of age or older and non-elderly persons with disabilities. The site is at the corner of Walnut Street and Commercial Street (Route 140) in the Town of Foxborough, Massachusetts. The FHA anticipates disposition by a long-term lease to a development and management team that is responsive to the criteria in this request for proposals.

Site facts

- Lot size: ±15.564 acres
- Book and Page: 35424/378
- Property ID 133-023
- Owner: Foxborough Housing Authority
- Current Assessed Value: \$172,700
- Zone: R40
- Desired development: 100% affordable units for persons 60+

Process and Timeline

This RFP will be posted on the Town of Foxborough's website at: <https://foxboroughma.gov/departments/procurement> on or after September 27, 2021.

Questions on the Request for Proposals ("RFP") are due on October 15, 2021 by 4:00 pm and may be sent by emailing Paige Duncan at pduncan@foxboroughma.gov. Responses will be sent to all registered proposers on or before October 29 by 1:00pm.

Proposals are due on or before Thursday, November 18, 2021, by 11:00 am. (See Section IV) Proposal Submission Requirements for specific submission requirements. The proposals will be opened and recorded at 11:00am on November 18. Late proposals will not be accepted. Unsigned proposals will not be accepted. The Town reserves the right to reject any or all proposals and/or to limit/refine the scope of this project as deemed in the best interest of the Town.

Pre-Proposal Meeting / Site Visit

The Town will conduct an in-person pre-proposal meeting at the Foxborough Town Hall (40 South Street) on October 7, 2021. Meet at Foxborough Town Hall at 9:30 am. A site walk will follow; bus transportation to be provided (COVID-19 protocols, masks required on bus). No parking at Walnut Street site, please use transportation provided by Town. If the Town cancels the briefing and site walk because of inclement weather, the site walk will be rescheduled to October 12, 2021, at 10:00 am. Meet at Town Hall at 9:30 am. Note: shoes/clothing appropriate for visiting a heavily wooded site are recommended.

Deadline to register for site walk is 4 PM on Wednesday September 29, 2021. To register for the site walk, proposers are required to contact Audrey Strom from the Town of Foxborough at astrom@foxboroughma.gov. Please include how many attendees from the team will attend site walk. The Town reserves the right to modify or limit the maximum number of people who will be allowed to attend. Additional site walks may be scheduled as necessary.

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SECTION 1. REQUEST FOR PROPOSALS



Overview

The Foxborough Housing Authority (FHA) is seeking proposals for the long-term lease and development of ± 15.564 acres of undeveloped land at the corner of Walnut Street and Commercial Street (Route 140) in Foxborough, Massachusetts (Parcel ID: Map 133, Lot 023). The lease is for the specific purpose of providing and managing age-restricted rental residential housing units. One hundred percent (100%) of the units will be reserved for people sixty years of age or older and non-elderly persons with disabilities. The units shall be provided at a range of affordability levels, but not more than 80% of Area Median Income (AMI). No more than 20% of the units may be reserved for and non-elderly persons with disabilities. Proposals in response to this RFP should propose the number of units and the affordability levels. Respondents may also suggest the length of the lease; in no case will it be more than ninety-nine (99) years. The FHA anticipates the development of 150-200 units, in phases.

The property will be leased "as is." The Foxborough Housing Authority makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the property description information provided in this RFP. This RFP (including all attachments and supplements) is made subject to errors, omissions, prior sale, lease or financing and withdrawal without prior notice, and changes to, additional and/or different interpretations of applicable laws, bylaws and regulations.

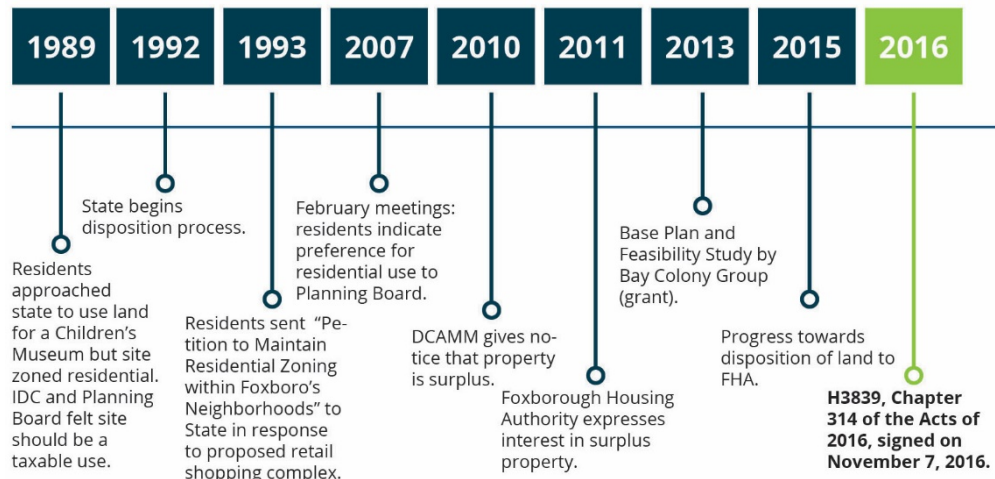
This land is subject to Department of Housing and Community Development's (DHCD) regulations under 760 CMR 4.00: General Administration of Local Housing Authorities, specifically section 4.13 Development of Additional Units on Land Subject to a Contract for Financial Assistance by LHAs or Controlled Affiliates. It is the FHA's intent to secure

DHCD’s approval for the disposition of the ±15.564-acre parcel through a sale/long term lease. The FHA will need the selected developer’s cooperation and assistance and strongly recommends that applicants are familiar with the applicable regulations.

The prospective developers should undertake their own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, and all other development and legal considerations. The FHA assumes that the selected developer will pursue a Comprehensive Permit pursuant to M.G.L. c. 40B to seek waivers for density and frontage as well as other zoning requirements.

Summary of Site History

The land was originally owned by the Massachusetts Department of Mental Retardation within the Executive Office of Human Services.



The Division of Capital Asset Management and Maintenance (DCAMM) transferred this site to the FHA in 2017 for the specific purpose of providing affordable housing. The housing plan must be approved by the Department of Housing and Community Development (DHCD). The FHA may lease the parcel or portions of the parcel to develop, construct, operate, and maintain affordable housing on the parcel. As stated by Chapter 314 of the Acts of 2016, funds received from lease shall be retained by FHA and used for state-defined purposes under Chapter 121B and applicable regulations. If the parcel is not used for affordable housing, it reverts back to DCAMM.

Affordable housing as an option for the site has been under discussion for some time; Bay Colony Group, Inc. prepared a feasibility study for the FHA in 2013. Since then, the Town has undertaken studies for infrastructure improvements for the intersection of Commercial Street (Route 140) and Walnut Street and a sewer study for extension of the sewer. In June 2021, the Town submitted a Community One Stop for Growth application to fund both projects.

After a town-wide “Conversation on Housing” in 2019, the Town began an update to its Housing Production Plan that documents the need for affordable housing within the community. In the draft Housing Production Plan, FHA identified this site for affordable housing.

In 2021, the Town began the process of developing this Request for Proposals, including regular meetings of members of the FHA, a “working group” discussion with Town staff

responsible for the development review process, and two community meetings (May 26 and July 14). The disposition goals and development criteria discussed in this RFP are directly related to these conversations.

All documents are listed in Section VII. Attachments and provided on the Town's website (see link in Section VII).

Public Purpose of the Project

The purpose of this project is to create much-needed affordable housing in the Town of Foxborough for people sixty years of age or older and non-elderly persons with disabilities. This need has been documented by the recently updated Housing Production Plan, which is presently in draft form.

Need for Affordable Housing

The draft Housing Production Plan made the following findings:

- **Seniors** in Foxborough have increased from 12% of the population in 2010 to 17% now and **are expected to be 23% of the population by 2030.**
- 58% of households in Foxborough are 1-2 people; household size likely to continue to decline and smaller-size housing options will be needed.
- Foxborough is income-diverse, but **seniors and renters are more likely to be low income.** About 34% of households in Foxborough are low-income.
- Median household income in 2017 was \$98,199, which is higher than Massachusetts overall but lower than AMI of \$113,300 for the Boston-Cambridge-Quincy area.
- 35% of **elderly non-family households** are extremely low-income; 24% are very low income; 19% are low income.
- 7% of **elderly family households** are extremely low income; 12% are very low income; 14% are low income.

Overall, housing units at varying levels of affordability are required to address the needs of a growing aging population in Foxborough, many of whom have few resources.

Disposition Goals

The FHA's primary goal is to dispose of the subject land by a long-term lease (no more than ninety-nine (99) years) to an entity which will develop and manage affordable rental units to people sixty years of age or older and non-elderly persons with disabilities for the term of the lease. In addition, the development should be well-integrated into the wooded site and adjacent neighborhood.

The FHA is aware that this goal requires a balance of the number and types of units proposed, the affordability levels of the units proposed, and the successful integration of this development into the existing neighborhood. Development conditions (Section III) and evaluation criteria (Section V) are tied to this balance. The successful proposal will be the one that responds most effectively to this challenge.

SECTION II. PROPERTY DESCRIPTION

Community Profile

The Town of Foxborough is a community southwest of Boston along I-95, bordered by Walpole, Sharon, Mansfield, and Wrentham. Its population is about 17,448 residents. The Town is slightly closer to Providence than it is to Boston. While many people know Foxborough as the home of the Patriots and the New England Revolution, the Town has significant natural attractions, including the F. Gilbert Hills State Forest. The downtown includes the Foxborough Common, many small businesses and restaurants, and the Marilyn Rodman Performing Arts Center. The Foxboro commuter rail station is located near Gillette Stadium, and is served by both the Franklin and Fairmount Lines for weekday service. A pilot program for weekday commuter rail service started in 2019 but is currently on hold due to the Covid-19 crisis and reduced ridership on transit. Foxborough anticipates this service will resume.

Site Location and Access

The site is easily accessible from I-95 at the intersection with Route 140 (the second exit from I-95 of three in the town). Although there are no sidewalks on Walnut Street, the site is about a third of a mile to the Foxborough Country Club (west along Walnut Street), across the intersection from a local farm stand, a little over a third of a mile to a shopping center (north on Commercial Street), and about half a mile to a series of medical offices (east along Walnut Street). Foxborough's downtown is also north along Commercial Street (about 1.5 miles).

The south and east side of the interchange is mostly office with some hotel and restaurant uses. South on Route 140 in Mansfield is a collection of big box stores and a Shaw's grocery store.

Description of the Property

The property itself contains ±15.564 acres of primarily wooded land. It was once part of Hersey Farm. The following is a summary of information provided in the Site Feasibility Review completed by Bay Colony Group, Inc. in 2013 (a link to all documents is provided in Section VII). Given the date of the study, the respondent is responsible for confirming relevant information prior to submitting the proposal:

- **Topography and Surrounding Uses.** The site is located on a hillside that slopes upward from east to west with the ground near Route 140 at elevation 240 feet, and the grade at the westerly property line at elevation 260 feet, which translates to a slope of 3%. The site is bordered on the north by Walnut Street, on the east by Route 140, on the south by the Route 140 ramp to Route 95 South, and on the west by single-family homes on North High Street. Single family homes are also located on Walnut Street to the north and west of the site. The survey completed by Beals + Thomas for DCAMM states that the site is approximately 15.564 acres. An easement shown on the assessors' maps on Parcel 3798 appears to be a drainage easement where a pipe conveys water from North High Street, through land now or formerly of Paul Bortolotti, Ex, to the locus. No documentation was found in the title of Bortolotti or the Town of Foxborough referencing the easement. A complete title examination will be

required to verify the existing nature and extent of this or other easements impacting the property.

- **Zoning Status.** The property is located in the Residential-Agricultural R40 zoning district in the Town of Foxborough. It does not lie within any water resource or wetlands protection overlay district. The FHA assumes that the selected developer will pursue a Comprehensive Permit pursuant to M.G.L. c. 40B to seek waivers for density and frontage as well as other zoning requirements. The Town/Housing Authority is available to assist with project permitting.
- **Public Way.** The site is bordered on the east by Route 140, which is a state highway under the control of the Massachusetts Department of Transportation – Highway Division. It is a limited access highway; no access is permitted from the site. Access to the site will be through Walnut Street, which is an accepted public way of variable width with an average pavement width of about 22 feet. There are no sidewalks.
- **Permits.** A Street Opening Permit will be required from the Town of Foxborough to cut into the public way for access and for utilities. Walnut Street is a scenic road, although the street does not have a stone wall. The site will require a MassDOT permit for indirect access because it fronts on Route 140.
- **Public Utilities.** The site is serviced by public utilities at the property line that can be used to serve the project. The available utilities include:
 - **Storm water.** There are no drain lines on Walnut Street. Drainage ditches on either side of the roadway convey runoff to Route 140 where there are catch basins and storm drains. Storm water will have to be captured and treated on-site. The soil limitations detailed later in this report will limit the amount of recharge that will be available for the basin.
 - **Water.** There is an 8-inch water main located in Walnut Street which abuts the project site.
 - **Sewer.** Sewer is not currently available. See Proposed Infrastructure Improvement Section below.
 - **Gas/Electric.** The site is served by a natural gas line located within the right of way of Walnut Street. Eversource is the local utility. The capacity of the line is unknown. The site is served by above ground power lines located on poles within the right of way of Walnut Street. The local power company is NSTAR.
- **Flood Plain.** The site does not lie within a Special Flood Hazard Zone as determined by FEMA under the National Flood Insurance Program.
- **National Heritage and Endangered Species.** According to the MassGIS website, the site does not contain any Priority or Estimated Habitats of Rare Species or Wildlife or any Certified or Potential Vernal Pools. It does not lie within an Area of Critical Environmental Concern.
- **Wetlands Protection Act.** The site contains an isolated vegetated wetland in the northwesterly corner. The wetland is in an area of poor draining soils and is about 1.3 acres. Since it is an isolated wetland, it does not contain a buffer zone under the Wetlands Protection Act, and work can be done to the edge of the wetland.
- **Soils.** The National Resource Conservation Service has mapped the site as containing mostly Woodbridge (fine sandy loam, 3-8% slopes, extremely stony soils). The wetland area is mapped as Ridgebury (fine sandy loam, 2-8% slopes,

extremely stony). Percolation testing on the site itself, and on lots around the property, reveal a percolation rate of between 10-15 minutes per inch.

Proposed Infrastructure Improvements

The Town applied for the Community One Stop for Growth grant program in June 2021. Two infrastructure projects have direct impact on this site. The first is a signalization project for the intersection of Commercial Street (Route 140) and Walnut Street. A corner of the property abuts this intersection. The second project is an expansion of the sewer system that would include this site. Without the sewer expansion, development on the site is limited by the need to provide onsite sewage disposal.

Signalization

Affordable housing at the site will make the Walnut Street/Commercial Street (Route 140) intersection eligible for state funding for new traffic signals. The 25% design plans have been reviewed by MassDOT and the 75% design plans are now complete. The cost of signalization is \$3.5 million and includes the following improvements:

- Signalization of the intersection.
- Pedestrian accommodations.
- Addition or lengthening of exclusive turn lanes.
- Realignment of the side street approaches.
- Relocation of the I-95 off-ramp.

The INVEST in America Act includes \$2 million for this project.

Sewer Extension

The proposed low-pressure sewer system would run 3,100 feet west to east on Walnut Street, starting 450' west of Route 140/Walnut Street. The system would handle flows from the proposed affordable housing on the site and all existing buildings on Walnut St between Route 140 and Interstate 95. Existing buildings would tie into the system when the septic systems fail or earlier, at owner's discretion.

SECTION III. DEVELOPMENT CONDITIONS

Project Commitments

The following commitments are made by the parties to this development process: the Foxborough Housing Authority, owner of the land; the Town of Foxborough, responsible for infrastructure improvements and the permitting process; and the Preferred Developer, responsible for meeting the criteria for the development and management of the site. All three parties would be joint applicants to DHCD for the LIP program.

Commitments by the Foxborough Housing Authority

The Foxborough Housing Authority will make the following commitments to the success of this development project:

- Lease with the Preferred Developer for less than the market value of the site.
- Letters of support on the Preferred Developer's behalf to the appropriate financing entities.
- Support the Town of Foxborough in its efforts to secure funding for the intersection and sewer improvements described in Section II.
- If the project is submitted as a LIP, then support for the joint LIP application from the Town and Preferred Developer to DHCD.
- Work with the Town and the Preferred Developer to provide necessary documentation of need to request approval from DHCD or the Subsidizing Agency for local preference for up to 70% of units.

Commitments by the Town of Foxborough

The Town of Foxborough will make the following commitments to the success of this development project:

- Letters of support on the Preferred Developer's behalf to the appropriate financing entities.
- Grant applications and follow-up for the intersection and sewer improvements.
- If the project is submitted as a LIP, then support for the joint LIP application with the Preferred Developer to DHCD.
- Work with the FHA and the Preferred Developer to provide necessary documentation of need to request approval from DHCD or the Subsidizing Agency for local preference for up to 70% of the units.

Commitments by the Preferred Developer

The Preferred Developer must commit to the following:

- The developer will be responsible for obtaining and paying for all permits, licenses and approvals required to proceed with the development. Acceptance of the proposal by the FHA does not constitute approval by the Town of Foxborough of the project or of any regulatory permit, license or approval required therefor. The developer will apply to the Zoning Board of Appeals for a comprehensive permit under Chapter 40B for this project. The developer should refer to the Chapter 40B Handbook for Zoning Boards of Appeal included with the other documents in Section VII.
- The developer shall be solely responsible for identifying and securing all necessary approvals and financing for the proposed project.

- The developer is responsible for the wastewater capacity fee of at \$43.21 per gallon per day payable to the Town. An approved engineered connection plan, completed application, and permit to perform work within a public way, and a completed trench permit are all required for permission to connect to the sewer.
- The developer is expected to develop and manage the units for the term of the lease. Management may be through a management company acceptable to the FHA.
- If the project is submitted as a LIP, then support for the joint LIP application with the Town to DHCD.
- Work with the FHA and the Town to provide necessary documentation of need to request approval from DHCD or the Subsidizing Agency for local preference for up to 70% of the units.
- The FHA will require an annual lease payment to the FHA. The expectation is that any lease payment would be “below the line” in cash flow of the project, and only be made when the project met its funding requirements.
- The lease with the FHA will include but is not limited to the following:
 - a term of between 50 and 99 years;
 - incorporation of the provisions within the development agreement that are intended to survive the closing
- The lease may not be assigned to another entity without the prior written consent of the FHA

Development Conditions

The following conditions are related to the Disposition Goals in Section I and the Evaluation Criteria in Section V. The FHA’s intent in establishing these conditions is to provide the minimum parameters for establishing the balance between the development size, affordability levels, and impact on the community. The conditions are divided into those that impact the development of affordable housing on the site, those that impact the integration of the development into the neighborhoods, and those that address development requirements established by the Town.

Conditions for the Site: Affordable Housing

These conditions address Foxborough’s need for affordable housing or an aging population, many of whom are likely to become less mobile over time.

- 100% of the units will be restricted to persons sixty years of age or older or persons who are non-elderly disabled.
- 100% of the units will be rental units at a variety of affordability levels, but no greater than 80% of AMI, consistent with the needs of the community and the appropriate funding sources. Proposals will be evaluated based on the number of units and the range of affordability levels proposed.
- 24/7 on-call management service.
- 50% of the units will be fully wheelchair accessible.
- Units should be designed for residents with current and future mobility and accessibility challenges, according to the principles of Universal Design and including, but not limited to, the following design strategies:
 - Open floor plan.
 - Zero step entry.

- Roll-in shower.
- 34” clear doorways and halls.
- ADA-compliant toilets.
- Accessible electrical controls and switches.
- Lever-style door and faucet handles.
- ADA-compliant exterior doors.
- Recreational amenities for residents which could include indoor and outdoor gathering spaces, community garden, dog park, trails, or other age-appropriate space.
- Compliance with the Commonwealth’s Stretch Energy Code.
- A community room with a kitchen and accessible bathrooms as well as a hard-wired generator to act as a heating, cooling, and charging station for residents during emergencies. The generator must be at least 10kW and powered by natural gas.
- Maintenance and utility structures should be screened from view by a combination of fencing and landscaping. Dumpsters shall be locked and screened from view.

Conditions for Site: Integration into the Community

Members of the community value the existing wooded location and do not wish to disrupt the views from Walnut Street or from those homes along North High Street that abut the property. In addition, some residents voiced concerns about the disruption to wildlife and suggested that corridors be retained to allow access to wooded areas.

- Significant natural buffer between existing neighborhood on North High Street and new development.
- Preservation of tree buffer along Walnut Street.
- Meetings with neighbors pre-permitting and during the construction process.
- Energy-efficient lighting that is compliant with Dark Sky standards to reduce overspill or glare.
- Architectural design that reflects the design elements of a New England small town and are responsive to the aesthetics of the adjacent neighborhood and the Town of Foxborough. Materials should be traditional New England materials of clapboard, brick, and/or stone.
- The height of the building(s) shall be no more than 60 feet to the top of the highest ridge from the average grade. The FHA anticipates there may be more than one building on the site. The building, or if more than one, the tallest building(s), shall be located closer to Route 140. Buildings closer to the North High Street neighborhood shall step down in height to be respectful of the adjacent residential community. The goal is to minimize visibility from the adjacent neighborhood.
- The design of the site should include common outdoor spaces for the residents that integrate the existing natural features of the site, including the required buffers, existing wetland areas, and existing topography.

Conditions related to Town Review Process

Discussions with Town staff identified certain conditions related to the development of the site. These include the following:

- Security cameras at appropriate locations to address safety concerns based on proximity to I-95.
- Connection to sidewalk proposed as part of the MassDOT signalization project for the intersection of Walnut Street and Commercial Street/Route 140.
- Stormwater retained and managed (allowed to infiltrate) on-site.
- Room for a social worker to meet privately with residents needing assistance.
- Mail and package room (Foxborough's Postmaster does not allow delivery to individual units).

SECTION IV. PROPOSAL SUBMISSION REQUIREMENTS

The following are required components of the proposal. All requirements must be satisfied to meet the minimum evaluation criteria. This Request for Proposals is governed by the requirements of M.G.L c30b.

The proposal shall include a letter of transmittal that contains the name of the person, firm, or corporation submitting the proposal and the date of its presentation. Proposal submission packages must contain two separate envelopes.

RFP Respondents must submit a clearly marked, original single-sided and unbound copy of the Technical Proposal plus nine (9) copies of the proposal in a sealed package, clearly marked "Proposal – Walnut Street." An electronic version of the complete proposal package shall be also submitted at the time of submission.

RFP Respondents must meet all minimum evaluation criteria and must include all required documents. RFP Respondents may correct, modify or withdraw proposals, in writing only, prior to the proposal opening. Corrections or modifications must be in a sealed envelope when submitted. All proposals must remain in effect for a period of one hundred eighty (180) calendar days from the deadline for submission, or until the disposition has been effectuated, or this Request for Proposals is cancelled, whichever occurs first.

Proposals shall provide all the information required in the Request for Proposal and attached proposal forms, and may include additional information, such as narrative summaries, business brochures, resumes, letters of recommendation, etc. The contents of the proposals will only be made public after a decision of an award has been made. The FHA reserves the right to release non-financial portions of proposals uniformly, as they fit, prior to award.

The FHA reserves the right to reject any and all proposals, or portions thereof, if it is in the public interest to do so and also reserves the right to waive any informalities of a nonmaterial nature.

All determinations as to the completeness or compliance of any proposals, or as to the eligibility or qualification of any respondent, will be within the sole discretion of the FHA.

Note: Proposals shall adhere to the following Section Format, and contain the following items labeled and organized in the order outlined below.

Section 1

- **Cover letter:** The letter should be signed by an individual or officer authorized to submit a Proposal and identify if the respondent is represented by a licensed Massachusetts real estate broker.
- **Respondent information:** The respondent must provide the following information:
 - Name, address, email, and telephone number of the respondent.
 - Primary contact and contact information for the respondent.

- Corporate Organization Document(s) identifying owner and/or general partner(s) or A description of the Board composition and a copy of the Articles of Organization, By-laws, and 501(c) (3) letter, as appropriate for the structure of the firm.
- Firm profile.
- Financial references from 3 lenders or banks.
- Information about comparable projects the respondent has completed and references for those projects.
- Resumes for each principal and employee assigned to the team.
- Names and primary roles/responsibility for each individual on the development team.
- **Team information:** Team members shall include, without limitation, the architects, engineers, consultants, and may include the contractor, property manager, lenders, and investors. The respondent must provide the following information for each team member:
 - Name, address, email, and telephone number.
 - Primary contact and contact information.
 - Firm profile for each firm.
 - Resumes for each team member.
- **Residential development experience:** The respondent must demonstrate the following:
 - Successful development experience as a housing developer or contractor for the minimum of five (5) years, including the successful completion of projects involving affordable housing with DHCD funding and other affordable funding.
 - The qualifications of a fully licensed, registered and experienced development team consisting of, at minimum, an architect, civil engineer, landscape architect, contractor, management agent and others as needed to complete development of affordable senior housing.

Section 2

- **Development concept:** The development concept should include a narrative that describes how the proposed concept will meet the goals of the FHA and the development conditions described in Section III. Additional information should include the following:
 - The number and mix of the units.
 - The number of units at each proposed level of affordability.
 - Preliminary site design.
 - Narrative of the programmatic and physical elements of the site design, including the character of the architecture and the landscape. The narrative should specify how the development conditions are met by the concept.
 - If the project is to be developed in phases, information about the phasing schedule and components.
 - Construction staging plan and a narrative of the impacts of construction on the neighborhood and measures to reduce the effects of any such negative impacts.

- **Conceptual design drawings:** The respondent should submit three sets of 11x17 plans and a PDF version with the proposal. The plans should include the following:
 - Cover sheet, including the number of buildings, the total square footage, the number of units, the number of parking spaces, and the required and proposed parking ratio, and the percentage of impervious and pervious surface.
 - Site plan, including lot lines, easements, building footprint(s), parking, the connection to the proposed sidewalk, on-site stormwater management, and impacts to the drainage ditch along Walnut Street.
 - Conceptual landscape plan, showing location of paved areas, pedestrian and vehicular access and circulation, required buffers, stormwater retention areas, storage locations and trash management, and any common and/or private spaces.
 - Utilities plan, including connections to Town water, the proposed sewer extension, position of underground utilities, including electrical service, and broadband access.
 - Schematic floor plans for each building and for each unit type.
 - Elevations of all four sides of each building proposed. Elevations should indicate proposed materials, which should be of high quality and durable.
 - Section cut showing the distance of the new building(s) from the houses on North High Street and the heights of the new building(s) relative to the existing houses.
 - Renderings showing the impact of the development. One rendering should show the entrance to the development from Walnut Street. One rendering should show development from the interior of the site. One rendering should show the development from the North High Street neighborhood. Other renderings are encouraged.
 - Typical unit floor plans.
 - Specifications for site and buildings.

Section 3

- **Property management and Tenant selection**
 - Rent up and management plan: The proposal must include a plan for the ongoing management of the developed facilities.
 - At a minimum the selected Proposer and/or their Management Agent will be expected to:
 - Establish criteria for tenant selection and a fair and unbiased selection process.
 - Be responsible for securing the Lease Agreements with the selected tenants.
 - Create and/or maintain all necessary reports and certifications required under state and federal law.
 - Create and/or maintain all necessary reports and certifications required by funding banks and agencies.
 - Collect rent, security deposits and other receipts.
 - Enforce the terms of the lease agreements.
 - Maintain and repair the dwelling units.

- Maintain adequate insurance against claims for injuries or losses to persons or property that are alleged to have arisen on the Premises
 - Conduct the lottery for Affordable Units.
- The description should include the following:
 - Description of the target market, including pricing and marketing strategy.
 - Description of the lottery process to ensure a fair and equitable selection process.
 - Integration of local preference, if approved.
 - The management plan should include who will manage the property. If a manager has not been selected, please explain how the developer plans on procuring a management agent. The plan should address if there will be on-site management and if so, how that will work, and if not, how that will be handled.
 - Maintenance plan and detail the storage of maintenance equipment.
 - All information required of the respondent relative to the proposed management plan if the property manager is not part of the respondent team.
 - Locations where the respondent and the property manager have worked together before.

Section 4

- **Neighborhood benefits and impacts:** The respondent must describe how the project will benefit the neighborhood and how impacts that neighborhood residents/property owners may view as negative will be addressed. Neighborhood concerns expressed in the May and July 2021 meetings include increased noise and traffic, impact of lighting, safety, heights of buildings, and loss of the existing woodlands.
- **Project development and construction schedule:**
 - Detailed development schedule for all elements of the plan, including key milestones and projected completion/occupancy timeframes.
 - Preliminary outline of all anticipated regulatory approvals (land use, zoning, development, and environmental permits) and a schedule for securing permits and approvals from the appropriate bodies.
 - Proposed schedule for securing approvals for financial commitment.

Section 5

- **Pro forma financial projections**
 - The financial plan must include a development pro-forma which identifies all anticipated sources and uses of funds, including public and private debt and equity financing and all anticipated acquisition, construction, general development costs, and operating budget for the first twenty years. The plan will provide the status of financing commitments for the proposed use of the Property, including the names of equity investors and/or sources of loan funds. An estimate of the annual property tax revenue at full build out should be included.
 - Letter of interest from both construction and permanent lenders, if applicable.

- A description of the entity funding predevelopment and permanent costs associated with the project, and demonstration of its capacity to fund such costs.
- The financial analysis provided in this section must be sufficient to demonstrate the financial feasibility of the proposal.
- **Preliminary development budget:** Respondents must submit an estimated development budget with itemized construction costs, soft costs, and contingent costs that reflect possible public subsidies and other financing described under project guidelines. Budget must include:
 - State or federal grants or loans required.
 - Other funding sources.
 - Timeline for securing sources of funding.

Section 6

- **Forms (see Section VII).**
 - A: Certificate of Non-Collusion
 - B: Certificate of Tax Compliance
 - C: Certificate as to Corporate Contractor
 - D: Certificate of Vote
 - E: Certification Statements
 - F: Disclosure Statement for Transaction with a Public Agency Concerning Real Property

Proposal Terms and Conditions

This Request for Proposals is subject to the specific conditions, terms and limitations stated in other sections and below:

- This land is subject to Department of Housing and Community Development's (DHCD) regulations under 760 CMR 4.00: General Administration of Local Housing Authorities, specifically section 4.13 Development of Additional Units on Land Subject to a Contract for Financial Assistance by LHAs or Controlled Affiliates. It is the FHA's intent to secure DHCD's approval for the disposition of the ±15.564-acre parcel through a sale/long term lease. The FHA will need the selected developer's cooperation and assistance and strongly recommends that applicants are familiar with the applicable regulations.
- Respondent's submission of a proposal in response to this RFP shall constitute its acceptance of all terms and conditions of this RFP.
- It is the responsibility of each respondent to examine the terms and conditions of this RFP. Failure to do so shall be at the proposer's own risk. The FHA will assume that the proposer has made a full investigation and is fully informed to the extent and character of the requirements of this RFP.
- The respondents shall comply with all applicable local, state, and federal laws and regulations related to this project, except as waived during the approval process for the comprehensive permit under Chapter 40B of the Massachusetts General Laws.
- All proposals will become a matter of public record, subject to the provisions of the Massachusetts public records law (M.G.L. Chapter 66, Section 10) and the corresponding regulations and exemptions. Submission of a proposal

acknowledges the FHA's disclosure obligations under M.G.L Chapter 66 if a public records request is received by the FHA.

- The FHA reserves the right to cancel this RFP, or to reject, in whole or in part, any and all proposals received in response to this RFP upon its determination that such cancellations or rejections are in the best interest of the FHA.
- The FHA further reserves the right to waive any minor informality in any proposals received if it is in the FHA's interest to do so.
- The FHA will interview all responsive and responsible respondents. The FHA reserves the right to request additional information either in writing or through interviews of selected applicants, to solicit new responses and to award contracts as it deems to be in its best interest.
- The determination of the criteria and process by which proposals are evaluated, the decisions as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFP shall be at the sole and absolute discretion of the FHA.
- The selection of a developer will depend on satisfying the additional documentation and review requirements described in this RFP and will be subject to the evaluation criteria described in the RFP.
- No transaction will be consummated if any principal of any selected developer is in arrears or in default upon any debt, lease, contract, or obligation to the Town of Foxborough, including without limitation, real estate taxes and any other municipal liens or charges. The FHA reserves the right not to review any proposal by any such applicant.
- The FHA is not obligated to pay, nor shall in fact pay, any costs or losses incurred by any proposer at any time, including the cost of responding to the RFP.
- This RFP does not represent or create any obligation or agreement whatsoever on the part of the FHA.
- Selection of a respondent's proposal will not create any rights on the respondent's part, including, without limitation, rights of enforcement, equity, or reimbursement, until all related documents are fully executed and approved by the FHA.
- This RFP is subject to all applicable laws, rules, and regulations promulgated by any federal, state, regional or municipal authority having jurisdiction over the subject matter thereof, as the same may be amended from time to time.
- The FHA intends to execute a Development Agreement with the selected developer within 60 days of selection. This agreement will incorporate the provisions of the developer's accepted proposal and will detail how the developer will develop, construct, and operate the project.

SECTION V. EVALUATION CRITERIA AND SELECTION PROCESS

Minimum Evaluation Criteria

Each proposal must meet all the following criteria to be considered for further evaluation:

- Respondent must meet all submittal requirements specified above.
- Respondent must submit all required forms, fully and properly filled out and executed.

Evaluation Criteria

The following criteria will be used by the Review Committee to score the proposals and interviews.

Consistency with Goals of the FHA (30%)

Criteria	Less Advantageous	Advantageous	Highly Advantageous
Submission	Proposer has a weakly defined and developed Plan of Services in response to this Request for Proposals and demonstrates an undefined implementation strategy of the requirements. The proposer has followed some of the directions.	Proposer has submitted a sufficiently defined and developed Plan of Services in response to this Request for Proposals and demonstrates an adequate but not exceptional implementation strategy of the requirements. The proposer has followed most of the directions	Proposer has submitted a well-defined and developed Plan of Services in response to this Request for Proposals and demonstrates a clear understanding of the requirements. The proposer has followed all the directions.
Proposed plan.	The proposal is partially consistent with the goals and development conditions of the RFP.	The proposal is consistent with the goals and development conditions of the RFP.	The proposal is imaginative in how it addresses the goals and development conditions of the RFP.
Mix of unit types.	Units at lower level of affordability are easily distinguished from other units.	Unit construction meets minimum DHCD/MHP requirements.	No difference in construction among units at different affordability levels.
Mix of affordability of units.	100% of the units are affordable to those whose incomes are equal to or less than 80% of AMI	75% of the units are affordable to those whose incomes are equal to or less than 80% of AMI. 25% are affordable to those whose incomes are equal to or less than 50% of AMI.	50% of the units are affordable to those whose incomes are equal to or less than 80% of AMI. 30% are affordable to those whose incomes are equal to or less than 50% of AMI. 20% are affordable to those whose incomes are equal to or less than 30% of AMI.

Criteria	Less Advantageous	Advantageous	Highly Advantageous
Lease price.	FHA receives less than \$500 per unit per annum.	FHA receives a minimum of \$500 per unit per annum.	FHA receives a minimum of \$500 per unit per annum and that sum increases on an annual basis over the life of the project.
Energy efficiency.	The proposed development meets minimum requirements for the Stretch Energy Code.	The proposed development can demonstrably qualify for LEED, Passive House, Net Zero, or other certification program related to sustainable development.	The proposed development actively seeks qualification for LEED, Passive House, Net Zero, or other certification program related to sustainable development.
Architectural design.	The proposed development meets minimum requirements for architectural design as described in the development conditions of the RFP.	The proposed development exceeds minimum requirements for architectural design as described in the development conditions of the RFP. Design balances privacy needs of residents and adjacent neighbors with public spaces, promotes easy maintenance of common and private areas, reduces operating costs through design, and provides a safe environment for residents aging in place.	The proposed development contains all of the elements of the criteria in the advantageous category and is imaginative in addressing the architectural design of the building(s) and their relationships to each other and to the built environment of the community. Design is considerate of the concerns about building height and visibility from the existing houses on North High Street.
Landscape design.	The proposed development meets minimum requirements for on-site stormwater management and the wooded buffers and provides a safe and attractive landscape. Utilities are underground throughout the site.	The proposed development provides an integrated approach to landscape design and a management plan for ongoing care and maintenance. Design includes the siting of utilities, stormwater management systems, outdoor gathering spaces, and passive and active recreation opportunities.	The proposed development is imaginative in addressing on-site stormwater management, landscape design and maintenance, and preservation of wooded areas.

Responsiveness to Community Concerns (25%)

Criteria	Less Advantageous	Advantageous	Highly Advantageous
Wooded buffer between development and (1) houses on North High Street and (2) Walnut Street.	Minimal buffer provided.	Thick buffer between houses and development and Walnut Street and development.	Thick buffer with tree maintenance plan to address aging/diseased trees.
Community meetings.	Proposal does not offer meetings with the community prior to application to the ZBA and no meetings during the construction process.	Proposal offers 1-2 meetings with the community prior to application to the ZBA and 1-2 meetings during the construction process.	Proposal offers more community meetings prior to application to the ZBA and meetings during the construction process and an ongoing outreach process to monitor and respond to concerns.

Financial Stability and Ability to Complete the Project (35%)

Criteria	Less Advantageous	Advantageous	Highly Advantageous
Development team's qualifications	Development team has fewer than three completed projects of similar size and scale in similar communities in Massachusetts.	Development team has three to five completed projects of similar size and scale in similar communities in Massachusetts.	Development team has over five completed projects of similar size and scale in similar communities in Massachusetts.
Management team's qualification	Operating team has less than five years of operating experience and/ or references indicate residents and members of the community are dissatisfied with management of the facility.	Operating team has five to fifteen years of operating experience and/or references indicate residents and members of the community are satisfied with management of the facility.	Operating team has more than fifteen years of operating experience and/or references indicate residents and members of the community praise management of the facility.

Criteria	Less Advantageous	Advantageous	Highly Advantageous
Financial stability and capacity.	The developer has a questionable credit history that might potentially jeopardize access to necessary financing and/or the developer has not undertaken a project of the same size and scope as this development and does not yet have a proven track record for financing at a level that will be necessary to complete this project.	Developer has an acceptable credit history, including no bankruptcy within the past seven (7) years and no pending litigation that would impact his/her ability to complete the project. References indicate that the developer has access to the financial resources to complete the project. The developer has been able to secure financing for projects that are at least similar in size and scope to this development project.	The developer has a “clean” credit history, including no bankruptcy within the past seven (7) years and no pending litigation. The developer has a demonstrated capacity to secure the necessary financial resources to complete the project. The developer has excellent financial references. The developer has been able to secure financing for projects that require greater amounts of financing than what will be necessary for the completion of this development project.
Feasibility of Development Plan	Proposal does not demonstrate an understanding of development costs and operating budgets for affordable housing.	Proposal contains realistic development and operating budgets and evidence of potential 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.
Project schedule.	Development team has completed fewer than three projects of similar size and scale on time and on or under budget.	Development team has completed three or more projects of similar size and scale on time and on or under budget.	Development team has completed over five projects of similar size and scale on time and on or under budget.

Interview (10%)

Interview.	Development team addresses all required information in the interview.	Development team addresses all required information in the interview and describes how the team will meet the goals and development conditions of the RFP.	Development team addresses all required information in the interview and describes how the team will exceed the goals and development conditions of the RFP.
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Selection and Disposition Process

All complete proposals submitted by the deadline will be opened in public on November 18, 2021 and logged. The contents of the proposals will only be made public after a decision of an award has been made. The Review Committee will consist of the members of the FHA Board of Commissioners, the Town's Planning Director, and the FHA's consultant. Proposals will first be evaluated against the minimum evaluation criteria. Proposals deemed responsive will then be evaluated against the overall evaluation criteria.

The FHA will rank the proposals interview all responding firms during January 2022. Firms may be asked to provide further detail regarding their proposals, qualifications, and/or finances prior to or during an interview.

Terms established through negotiations by the FHA shall be incorporated into the final proposed lease/ development agreement. The terms of and the final award shall be subject to the review and approval of the FHA's Counsel or Town Counsel and the award shall be made, at its discretion, by the FHA, the Awarding Authority.

SECTION VI. PROPOSAL AND DESIGNATION SCHEDULE

The schedule for the proposal and designation process is as follows:

RFP available for distribution	September 27, 2021
Site briefing and site walk	10 am on October 7 (meet at Foxborough Town Hall at 9:30 am. Masks required on bus. No cars permitted on Walnut St site). Rain date October 12.
Questions due	4pm on October 15
Responses to questions provided	1 pm on October 29
Proposals due	11 am on November 18
Interviews (if FHA deems necessary)	January 2022
Designation of a Preferred Developer	March 2022

Pre-Proposal Meeting / Site Visit

The Town will conduct an in-person pre-proposal meeting at the Foxborough Town Hall (40 South Street) on October 7, 2021. Meet at Foxborough Town Hall at 9:30 am. A site walk will follow; bus transportation to be provided (COVID-19 protocols, masks required on bus). No parking at Walnut Street site, please use transportation provided by Town. If the Town cancels the briefing and site walk because of inclement weather, the site walk will be rescheduled to October 12, 2021, at 10:00 am. Meet at Town Hall at 9:30 am. Note: shoes/clothing appropriate for visiting a heavily wooded site are recommended.

Deadline to register for site walk is 4 PM on Wednesday September 29, 2021. To register for the site walk, proposers are required to contact Audrey Strom from the Town of Foxborough at. Please include how many attendees from the team will attend site walk. The Town reserves the right to modify or limit the maximum number of people who will be allowed to attend. Additional site walks may be scheduled as necessary.

The Town of Foxborough is interested in receiving proposals that satisfy the Evaluation Criteria and other requirements set forth in this RFP from any eligible entity that is capable of developing the subject property as described. Proposals not providing evidence of ALL of the following items will be considered non-responsive and shall not be given further consideration.

Questions may be sent in writing to Paige Duncan, Planning Director, at pduncan@foxboroughma.gov. Questions may be submitted by email, on or before 4:00 pm on October 15, 2021.

Responses to all questions will be sent in one or more addenda issued by the FHA to all registered firms. The last addendum will be issued no later than Monday, October 29, by

1:00 pm. Only answers provided in writing through an addendum may be relied upon by the firms responding to this proposal.

Proposals are due on or before Thursday, November 18, 2021, by 11:00 am. Applicant must submit to:

Paige Duncan
Planning Director
Town of Foxborough
40 South Street
Foxborough, MA 02035.

The bids will be open and recorded at 11:00 am on November 18, 2021. Late proposals will not be accepted. The FHA reserves the right to reject any or all proposals and/or to limit/refine the scope of this project as deemed in the best interest of the Town.

The FHA may request interviews with firms whose proposals meet the minimum criteria during January 2022.

The FHA expects to designate a Preferred Developer in February or March 2022. The Preferred Developer is expected to execute a lease and land disposition agreement on terms acceptable to the FHA.

SECTION VII. ATTACHMENTS

The attachments referred to in this Request for Proposals can be found at **Legal Notice: Request for Proposals**

The Foxborough Housing Authority (FHA) seeks a developer/operator for the production and operation of affordable housing for people of 60 years of age or older and non-elderly persons with disabilities. The site is at the corner of Walnut Street and Commercial Street (Route 140) in the Town of Foxborough, Massachusetts. The FHA anticipates disposition by a long-term lease to a development and management team that is responsive to the criteria in this request for proposals.

Site facts

- Lot size: ±15.564 acres
- Book and Page: 35424/378
- Property ID 133-023
- Owner: Foxborough Housing Authority
- Current Assessed Value: \$172,700
- Zone: R40
- Desired development: 100% affordable units for persons 60+

Process and Timeline

This RFP will be posted on the Town of Foxborough's website at: <https://foxboroughma.gov/departments/procurement> on or after September 27, 2021.

Questions on the Request for Proposals ("RFP") are due on October 15, 2021 by 4:00 pm and may be sent by emailing Paige Duncan at pduncan@foxboroughma.gov. Responses will be sent to all registered proposers on or before October 29 by 1:00pm.

Proposals are due on or before Thursday, November 18, 2021, by 11:00 am. (See Section IV) Proposal Submission Requirements for specific submission requirements. The proposals will be opened and recorded at 11:00am on November 18. Late proposals will not be accepted. Unsigned proposals will not be accepted. The Town reserves the right to reject any or all proposals and/or to limit/refine the scope of this project as deemed in the best interest of the Town.

Pre-Proposal Meeting / Site Visit

The Town will conduct an in-person pre-proposal meeting at the Foxborough Town Hall (40 South Street) on October 7, 2021. Meet at Foxborough Town Hall at 9:30 am. A site walk will follow; bus transportation to be provided (COVID-19 protocols, masks required on bus). No parking at Walnut Street site, please use transportation provided by Town. If the Town cancels the briefing and site walk because of inclement weather, the site walk will be rescheduled to October 12, 2021, at 10:00 am. Meet at Town Hall at 9:30 am. Note: shoes/clothing appropriate for visiting a heavily wooded site are recommended.

Deadline to register for site walk is 4 PM on Wednesday September 29, 2021. To register for the site walk, proposers are required to contact Audrey Strom from the Town of Foxborough at astrom@foxboroughma.gov. Please include how many attendees from the team will attend site walk. The Town reserves the right to modify or limit the

maximum number of people who will be allowed to attend. Additional site walks may be scheduled as necessary.
and are listed below.

- Commercial Street (Route 140)/Walnut Street 25% Highway Plans.
- Bay Colony Group, Inc. Site Feasibility Review, August 2013.
- H3938 Signed Parchment, November 17, 2016.
- Norfolk County, Walnut Street Release Deed, Book 35424, Page 378, 9-7-2017.
- Bay Colony Group, Inc., Walnut Street Sewer Extension Report, March 12, 2020.
- Bay Colony Group, Inc., Walnut Street Sewer Connection Plan, March 17, 2020.
- MAPC and Town of Foxborough, Draft Housing Production Plan, April 1, 2021.
- Site Photos
- Sample Contract
- Forms:
 - A: Certificate of Non-Collusion
 - B: Certificate of Tax Compliance
 - C: Certificate as to Corporate Contractor
 - D: Certificate of Vote
 - E: Certification Statements
 - F: Disclosure Statement for Transaction with a Public Agency Concerning Real Property
- Walnut Street Neighborhood Meeting #1 - Presentation
- Walnut Street Neighborhood Meeting #2 - Presentation
- Handbook: Approach to Chapter 40B Design Reviews
- Chapter 40B Handbook for Zoning Boards of Appeal
- Draft Development Agreement
- Sample lease document by Jeffrey W. Sacks, Esquire from Massachusetts Housing Toolbox by Mass Housing Partnership

SECTION VIII: FORMS

FORM A - CERTIFICATION OF NON-COLLUSION

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

Signature of person submitting
contract/bid

Date

Name of Business

FORM B - CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C §49A, I certify, under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or

Federal Identification Number

Signature of Individual or Corporate
Name

Corporate Officer (if applicable)

FORM C - CERTIFICATE AS TO CORPORATE CONTRACTOR

I, _____ Certify that I am
_____ of the Corporation
named as Contractor in the within Proposal Form that
_____ who signed said Proposal Form
on
behalf of the Contractor was then _____
of said Corporation; that I know his signature and that his signature hereto is genuine
and that said Proposal Form was duly signed, sealed, and executed for and on behalf of
said Corporation by authority of its Board of Directors.

(Corporate Seal) _____

(Signature)

(Title)

This Certificate must be completed where the Contractor is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.

FORM D - CERTIFICATE OF VOTE

(to be filed if Contractor is a Corporation)

I, _____ " hereby certify that I am the duly qualified and acting
(Secretary of the Corporation)

Secretary of _____ and I further certify that at
(Name of Corporation)

a meeting of the Directors of said Company, duly called and held on _____
(Date of Meeting)

at which all Directors were present and voting, the following vote was unanimously passed:

VOTED: _____ authorize and empower
To _____

Anyone acting singly, to execute Forms of General Proposal, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

FORM E - CERTIFICATION STATEMENTS

The response and statements are hereby submitted in response to the request for qualification cited above. All information, statements are true, accurate and binding representations of its intentions and commitments in responding to this RF. Bidder acknowledges that they have read all the bid and contract documents and understands his obligations to faithfully perform the work.

<u>Vendor:</u>			

Street:			

City:	State:	Zip:	
_____	_____	_____	
Phone:	e-mail:	_____	
_____	_____	_____	
Web Address:			

Non-Collusion Statement

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

Taxes Paid Certification

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am/my company is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and Contractor's, and withholding and remitting child support.

Certified Statement of no known lawsuits or legal proceedings

The undersigned certifies under penalties of perjury that this is a certified statement of no known lawsuits or legal proceedings. 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.

Disclosure Statement for Transaction with a Public Agency Concerning Real Property

For the Bidder:

Attach certificate of corporate vote

X _____

Printed Name: _____

Title: _____ Date: _____

FORM F – DISCLOSURE STATEMENT (Page 1 of 3)

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

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Check "NONE" in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

DCAMM's acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

DCAMM 2019-02-14

FORM F – DISCLOSURE STATEMENT (Page 2 of 3)

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

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

- (1) REAL PROPERTY:

- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:

- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):

____ Lessor/Landlord ____ Lessee/Tenant
____ Seller/Grantor ____ Buyer/Grantee
____ Other (Please describe): _____

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

<u>NAME</u>	<u>RESIDENCE</u>
_____	_____
_____	_____

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

NONE

<u>NAME:</u>	<u>POSITION:</u>
_____	_____
_____	_____
_____	_____

DCAMM 2019-02-14

FORM F – DISCLOSURE STATEMENT (Page 3 of 3)

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

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

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

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

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

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

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

DCAMM 2019-02-14

SECTION IX: DEVELOPMENT TERMS AND CONDITIONS

Development Agreement Terms and Conditions

After approval of the Selectmen, the selected Proponent and the Town will enter into negotiations on the final terms of the long-term lease and the Development Agreement. These requirements will vary depending upon the source and amount of public investment, if any.

The Development Agreement will require adequate guarantees and forms of security to assure that the proposed project is initiated and completed in a timely manner and anticipated tax revenues, if any, are generated.

Developers unfamiliar with such standard municipal contracting requirements are urged to seek further information. Applicable requirements may include, but are not limited to, the following:

- Walnut Street property is to be conveyed in “as is” condition. The FHA makes no representation whatsoever as to the physical condition of the site. The developer will be required to indemnify and hold harmless the FHA from any claims which arise related to the presence, release, disposal, or cleanup of any hazardous materials, which shall include, but not be limited to, any oil, petroleum product and any hazardous or toxic waste or substance.
- The proposed project shall conform to, and be subject to, the provisions of all other applicable laws, regulations, and ordinances of federal, state, regional and town authorities having jurisdiction as amended from time to time, unless modified during the approval process for the comprehensive permit under Chapter 40B of the Massachusetts General Laws.
- Valid permits and approvals, as required by town, regional, state and federal agencies, shall be obtained by the developer/contractor prior to commencing work.
- The agreement will be subject to all applicable laws, rules and regulations promulgated by any federal, state, regional or municipal authority having jurisdiction over the subject matter thereof, as the same may be amended from time to time.
- 100% of the units shall be affordable and will be required to serve households or individuals earning not more than 80% AMI, or less, as proposed by the developer, with housing totaling no more than 30% of said income
- Restricted to senior households at least age 60 or older or non-elderly persons with disabilities (no more than 20% of units).
- All units are required to be restricted as affordable housing by a deed rider or regulatory agreement in perpetuity or to the longest extent allowable by law.
- Affordable rents shall include all utilities except telephone, internet, and cable, and shall be no more than current Federal Fair Market rents and no more than the rent allowed by the DHCD LIP Program.
- The project proponent shall prepare and comply with an Affirmative Fair Housing Marketing Plan (AFHMP), which meets the standards set forth by DHCD. DHCD and the FHA must approve the AFHMP before the marketing

process commences. Project proponents shall use the FHA as AFHMP unless the parties agree otherwise.

- At the signing of the development agreement for the selected developer a deposit of \$10,000 will be required to assure good faith commitment to the completion of the development plans, obtaining required permits and closing on the acquisition and construction loan for the Walnut Street property.
- The selected Developer will be required to provide the following insurance coverage, naming the FHA as an additional insured:
 - General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit.
 - Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
 - Automobile Liability (applicable to any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident.
 - Workers' Compensation Insurance as required by law.
 - Builders' Risk Property Coverage for the full insurable value (completed value) of the portion of the building under construction. It should include "All Risk" insurance for physical loss or damage including theft.
 - Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of at \$1,000,000/occurrence, \$3,000,000 aggregate.
 - Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides for personal property within 1,000 feet of the premises.
 - Umbrella Liability of at least \$2,000,000/occurrence, \$2,000,000/aggregate.
 - Waiver of Subrogation – cannot be included within any contract in which the Town enters.

SECTION X. PROPOSED FORM OF DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is made as of this ____ day of _____, 2021, by and between _____, having a place of business at _____ the “Developer”) and the Foxborough Housing Authority, a body politic and agency of the Town of Foxborough, Norfolk County, Massachusetts created in accordance with the provisions of M.G.L. c.121B, having a place of business at _____ (the “FHA”).

Recitals

A. FHA is the owner in fee simple of certain property containing approximately 15.564 acres at Walnut Street and Commercial Street (Route 140) (“Property”). FHA has determined that there is a need for affordable rental housing in the Town of Foxborough. FHA has determined that it can best accomplish this purpose by disposing of the Property to a private developer to develop, construct and operate such housing and to have all of the benefits and burdens of ownership while FHA has regulatory oversight via a long-term ground lease to ensure to that the affordability requirements are satisfied.

B. On or about September 27, 2021, FHA issued a request for proposals in connection with the contemplated development, construction and operation of affordable housing on the Property. On or about _____, Developer submitted a proposal (the “Proposal”) to develop, construct and operate _____ residential units on the Property as generally described in the Proposal which is attached as Exhibit A and incorporated herein by reference and otherwise in accordance with this Agreement (the “Project”). On or about _____, FHA designated Developer as the developer for the Project.

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

Agreement

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

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

1.1 Determination of Project Site. The parties agree that the Project shall be located on the Property with exact boundaries as delineated in the property site plan (and/or) survey attached hereto as Exhibit B (the “Project Site”).

1.2 Ground Lease of Project Site. After the Project Site has been determined, and at such time as Developer is ready to close on its construction financing for development of the Project, FHA and a single purpose entity formed by Developer (the “Project Owner”) shall enter into a mutually agreeable ground lease (“Ground Lease”), pursuant to which FHA will lease the Project Site to the Project Owner for a term of _____ (____) years and otherwise on terms consistent with this Agreement. The Ground Lease shall be on a “triple net” basis, with all costs and expenses, including taxes

and insurance, paid by Project Owner and shall be in such commercially reasonable form with such provisions as are reasonably required by the Project Owner's mortgage lenders. If and when executed, the Ground Lease shall supersede this Agreement in its entirety.

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

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

1.5 Property Management of Completed Project. An affiliate of _____ (the "Manager"), shall be the property manager of the completed Project. The Project Owner and the Manager shall enter into a standard form residential management agreement, including standard performance and termination provisions, for an initial term of one (1) year. FHA acknowledges that the parties providing Project financing may require a specific form of management agreement, and if such a form is not required, the Manager and Project Owner would use a form that is standard for Manager.

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

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

2.2 Affordability. All of the dwelling units at the Project shall be affordable to households earning 80% of or less of the median family income for the _____ Standard Metropolitan Statistical Area, adjusted for family size. Developer shall endeavor, to the greatest extent feasible, to develop a unit mix consistent with the proposed unit mix summarized in the chart on Page ____ of its Proposal, which is attached as Exhibit A and incorporated herein by reference, and otherwise in accordance with DHCD's Qualified Allocation Plan, lender and investor requirements and in accordance with all applicable state and local laws.

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

2.4 Term of Agreement. In the event that the Developer has not closed on its construction financing for development of the Project by _____, this Agreement shall automatically be extended for a period not to exceed ninety (90) days without notice; and provided further, at the expiration of said ninety (90) day period, this Agreement may be extended by written notice of either party until such date Developer closes on its construction financing, in such party’s sole discretion. In the event Developer’s construction financing is not obtained within the time periods set forth in this paragraph, this Agreement shall terminate, unless further extended by the parties.

Article 3. Respective Responsibilities of Parties.

3.1 Responsibilities of Developer. All aspects of the development of the Project as a financially feasible project shall be the sole responsibility of Developer, it being understood that Developer shall only be responsible for the construction and operation of the Project to the extent Developer timely receives all funding, permits and approvals contemplated in the Proposal or this Agreement or otherwise necessary for the Project. Specific Developer responsibilities include, without limitation, the following:

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

(b) Developer shall select, coordinate, direct and manage the Project development and construction teams identified in the Proposal. Upon request, Developer shall provide FHA with copies of the contracts with the development and construction teams.

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

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

(e) Developer shall use commercially reasonable efforts to adhere to the Project Development Schedule attached as Exhibit C.

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

(g) Developer shall prepare and carry out a marketing/lottery plan for the marketing of the dwelling units at the Project and submit the same to FHA for review.

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

(i) Developer shall pay to the FHA a one-time capitalized \$ _____ Ground Lease payment at the time of execution of the Ground Lease in accordance with the terms of the Ground Lease.

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

(a) FHA shall promptly and without undue delay review any matter submitted to it for review or approval and advise Developer of its approval or denial, and (as appropriate) its reasons for denial.

(b) FHA shall provide reasonable support for the Project with local, state, and Federal agencies, lenders, and other applicable parties. FHA shall provide reasonable assistance requested by Developer in obtaining licenses, approvals, clearances, the comprehensive permit and other permits, or other cooperation from local, state, and Federal agencies and officials and from local governing bodies, including with respect to the approval of the Project by the Department of Housing and Community Development pursuant to 760 CMR 4.12. FHA will cooperate with Developer in the event it pursues any real estate tax exemptions and abatements that may be available for the Project in accordance with applicable provisions of law. Notwithstanding the foregoing, all reasonable support and cooperation from the FHA shall be at no expense to the FHA and shall be done at Developer's sole cost and expense.

3.3 Responsibilities of Both Parties.

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

Article 4. Design Review; Project Development Schedule; Project Budget.

4.1 Design Review. The development and construction of the Project is subject to such site plans, concept plans, plans and specifications, and the like, as may be approved pursuant to this Agreement by the parties ("Approved Plans") and all applicable FHA of Foxborough bylaws, regulations and processes ("Local Ordinances") (the Approved Plans and Local Ordinances, collectively, the "Requirements").

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

Article 5. Default; Remedies.

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

5.1.1 If Developer fails to diligently prosecute the development and construction of the Project in accordance with this Agreement or to observe or perform in any material respect any covenant, condition, agreement or obligation hereunder and shall fail to cure, correct or remedy such failure within thirty (30) days after the receipt of a written notice thereof, unless such failure cannot be cured by the payment of money available to the Project and cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if Developer proceeds promptly and with due diligence to cure the failure and diligently

completes the curing thereof, but in no event shall such extended cure period extend beyond ninety (90) days;

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

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

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

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

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

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

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

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

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

Article 6. Miscellaneous.

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

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

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

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

If to FHA, to: Foxborough Housing Authority

and a copy to: FHA Counsel

If to Developer, to:

and a copy to:

6.5 Approvals and Consents. Where the approval or consent of either party is required, such approval or consent shall not be unreasonably withheld, conditioned or delayed. All approvals and consents shall be requested and provided in writing. Any denial of an approval or consent shall be in writing and shall contain a clear and full statement of the reasons for the denial. Unless otherwise specifically provided in this Agreement, if approval or consent is requested pursuant to the notice procedures set

forth in this Agreement and if no response is received within twenty-one (21) days of the notice, the approval or consent shall be conclusively deemed granted.

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

6.7 Prohibition on Assignment. This Agreement may not be assigned or transferred by Developer without the written consent of FHA. Notwithstanding the foregoing, for the purposes of this Agreement, "Developer" shall refer variously to Preservation of Affordable Housing, Inc., Housing Assistance Corporation and, as the context dictates, any an entity which either directly or indirectly controls, is controlled by or is under common control with Preservation of Affordable Housing, Inc., which Preservation of Affordable Housing, Inc. may organize to accomplish its obligations hereunder.

[signature page follows]

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

By:

FHA of Foxborough Housing Authority

By:

List of Exhibits:

Exhibit A	Proposal
Exhibit B	Site Plan (and/or) Survey
Exhibit C	Draft Project Development Schedule