



TOWN OF ERVING

REQUEST FOR PROPOSALS

20220302: FORMER INTERNATIONAL PAPER MILL SITE REDEVELOPMENT

Issued Date: March 2, 2022

Request for Proposals Package Contents

TOWN OF ERVING | 12 EAST MAIN STREET, ERVING, MASSACHUSETTS 01344 | PHONE: (413) 422-2800
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REQUEST FOR PROPOSALS (RFP)

20220302: FORMER INTERNATIONAL PAPER MILL REDEVELOPMENT

PUBLIC ADVERTISEMENT

In accordance with the provisions of Massachusetts General Laws, Chapter 30B, §16 the Town of Erving seeks written submissions to purchase and redevelop the so-called former International Paper Mill (Parcel ID: 4-0-32). The Town-owned site is located at 8 Papermill Road, Erving, MA 01344. The Town hopes to hear from a variety of individuals and organizations who will present submissions for the redevelopment of the site.

The approximately 43.26 acre parcel has approximately 6 acres of developable land with quick access to Massachusetts Route 2 and Route 63. The developable portion of the property is zoned Central Village and is serviced by public water and sewer. The site is located along the Millers River and is a short distance from residential areas with a newly renovated park and the downtown of the Village of Millers Falls. Current assessment has the property valued at \$1,485,200 (land / building). The Town intends on subdividing the parcel to retain ownership of the undevelopable portion of the parcel for riverbank protection.

There are eight (8) main buildings on the property, many of which are divided into several sub-buildings identified in the feasibility study. The buildings' conditions range from extremely poor to fair. The suitability of each building for rehabilitation is left to the discretion of the Proposer.

Copies of this Request for Proposals (RFP) may be obtained free of charge as a PDF document by visiting www.erving-ma.gov/bids and registering for the procurement.

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

Submission Deadline: Interested Proposers must submit five (5) hard copies and one (1) PDF copy of their proposal via email or flash drive, by the 3:00 pm on April 6, 2022 submission deadline. Price proposals must be submitted on the provided form in a separate sealed envelope.

Information Session & Site Visits: The Town will conduct one (1) optional online information session and two (2) site visits at the project site. Interested proposers are required to attend at least one (1) of the scheduled site visits. The information session is scheduled for March 7, 2022 at 10:00 am and will be held online. Registration for the information session can be found [here](#). Site visits are scheduled for 10:00 am on March 10, 2022 and March 17, 2022. The Town requests interested parties meet at the site (8 Papermill Road, Erving, MA).

Additional Information: The Town of Erving invites you to examine referenced documents found on the Town's website: www.erving-ma.gov.



Town of Erving

12 East Main Street, Erving, Massachusetts 01344
Phone: (413) 422-2800 | Fax: (413) 422-2808 | www.erving-ma.org

REQUEST FOR PROPOSALS (RFP) 20220302: FORMER INTERNATIONAL PAPER MILL REDEVELOPMENT

1. BACKGROUND

In accordance with the provisions of Massachusetts General Laws, Chapter 30B, §16 the Town of Erving seeks written submissions to purchase and redevelop the so-called former International Paper Mill (Parcel ID: 4-0-32). The Town-owned site is located at 8 Papermill Road, Erving, MA. The Town hopes to receive redevelopment proposals from a variety of individuals and organizations.

The approximately 49.3 acre parcel has approximately 6 acres of developable land located near Massachusetts Route 2 and Route 63. The developable portion of the property is zoned Central Village and is serviced by public water and sewer. The site is located adjacent to the Millers River and is a short distance from residential areas with new sidewalks, a recently renovated playground and the Village of Millers Falls, Montague. Current assessment has the property valued at \$1,485,200 (land / building). The Town intends on subdividing the parcel to retain ownership of the undevelopable portion of the parcel for riverbank protection.

There are eight (8) main buildings on the property, many of which are divided into several sub-buildings identified in the feasibility study. The buildings' conditions range from extremely poor to fair. The suitability of each building for rehabilitation is left to the discretion of the Proposer.

IMPORTANT DATES

Online Information Session (optional): 10:00 am on March 7, 2022 – [Register here](#)

Site Visits: 10:00 am on March 10, 2022 and March 17, 2022 at 8 Papermill Road, Erving, MA (attendance at one site visit is required)

Inquiry Deadline: 10:00 am on March 22, 2022

Proposal Submission Deadline: 3:00 pm on April 6, 2022.

2. REQUEST FOR PROPOSALS

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

3. PROPOSAL SUBMISSION & SELECTION PROCESS

Proposals

The Town has determined that the award of this contract is subject to the Uniform Procurement Act. M.G.L. c. 30B. Therefore, the provisions of M.G.L. c. 30B are incorporated herein by reference. The Town of Erving's Chief Procurement Officer is Bryan Smith.

To be considered complete, Proposals must be marked "*Former International Paper Mill Redevelopment*" and must include all required documents, completed and signed by a duly authorized signatory, including:

1. A cover page including:
 - a. Former International Paper Mill Redevelopment Proposal to Town of Erving
 - b. Proposer's entity
 - c. Proposer's primary contact person and their contact information
2. Five (5) hard copies with all required attachments in 3 ring binders
3. One (1) PDF version of the complete proposal submission on a flash drive
4. One clearly marked original price proposal in a sealed envelope

Each responsive proposal will be evaluated first for compliance with the threshold criteria, and if it meets those criteria then according to the criteria set forth in Attachment A 'Comparative Criteria'. Proposals must be valid for 120 days.

Applicants shall submit proposals on or before **3:00 pm on April 6, 2022**. Proposals submitted after this time will not be accepted. A Proposer may correct, modify or withdraw a proposal by written notice received prior to the time set for opening of proposals. After the opening, a Proposer may not change any provision of the proposal. Proposals must be delivered to:

Town of Erving
Attn: Bryan Smith, Town Administrator
12 East Main Street
Erving, Massachusetts 01344

Proposals will be opened publicly at **3:00 pm on April 6, 2022**.

Inquiries

All inquiries should be made via e-mail at bids@erving-ma.gov and directed to: Bryan Smith, Town Administrator no later than **10:00 am on March 22, 2022**. Inquiries must have a subject line entitled: *Former International Paper Mill Redevelopment RFP Inquiry*. Any inquiries after such date will not be accepted. All inquiries for which a response is provided, together with the responses, will be shared with all proposers.

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

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

4. SELECTION

The Town or its designee(s) (i.e. an evaluation committee) will review and evaluate all proposals received by the submission deadline based on the criteria outlined herein. Evaluation of the proposals will be based on the information provided in the proposers' submissions in accordance with the submission requirements of this RFP and any interviews, references, and additional information requested and/or gathered by the Town. The Town will select the developer it or its designee(s) determines has presented the most advantageous proposal.

Selection of a Proposer will occur within 120 days of the public opening.

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

The Town will notify all proposers in writing of its decision

5. POST-SELECTION

The sale of the property is subject to any easements existing and required for street, sewer and water or any other public purposes within the Property or in the streets abutting the Property.

Development Agreement

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

Chapter 30B Real Property Dispositions to Promote Public Purpose Requirements

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

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

6. SITE TOUR & BRIEFING

One (1) optional online information session will be hosted on March 7, 2022 at 10:00 am. Registration can be found [here](#)

Interested proposers are **required to attend at least one (1) of the scheduled site visits**. The Town will conduct two (2) site visits at the project site. The site visits are scheduled for 10:00 am on March 10, 2022 and 10:00 am on March 17, 2022. The site visits will occur at, 8 Papermill Road, Erving, Massachusetts 01344.

7. PROPERTY DESCRIPTION

The Millers Falls International Paper (IP) Mill was built in 1902 in Erving, Massachusetts along the banks of the Millers River.

Site Details

- Currently owned by the Town of Erving
- 43.26 acres of land total/ project area is approximately 6.0 acres
- Serviced by municipal water & sewer
- Project area zoning is Central Village (CV) District and is included in the proposed Planned Unit Development Overlay District. The remainder of the parcel is in the Rural Residential District
- Close proximity to Route 2, Route 63 and Interstate 91
- Can be serviced by cable broadband
- Eligible for New Market Tax Credits
- Eligible for Economic Development Incentive Program (EDIP) Structure Tax Agreements (STA)
- Located in an Opportunity Zone and a PACE Community

Utilities:

- | | |
|----------------------|------------------------------|
| • Water | <i>Public</i> |
| • Wastewater | <i>Public</i> |
| • Electric | <i>Eversource</i> |
| • Telecommunications | <i>Comcast & Verizon</i> |

8. RECENT SITE IMPROVEMENTS & PUBLIC INVESTMENTS

In 2020 the Town conducted remediation of asbestos and other hazardous materials through MassDevelopment’s Brownfields Site Cleanup program. The Town invested approximately \$85,000 and MassDevelopment provided \$200,000 in a recoverable loan for the remediation project that focused on the removal and abatement of transformers and asbestos. An updated hazardous building materials inventory report is available.

In 2021 the Town secured \$500,000 in MassWorks funding for the design, permitting, and construction of a new pump station to service the property and the retrofit of the force sewer main to convey wastewater from the site. The previous equipment had been abandoned and without maintenance for over 20 years and had been sized for the waste volume of a papermill. The improvements will be designed for sufficient capacity to support a mixed reuse of the property.

In December 2021, Erving was awarded a \$600,000 Site Readiness grant from MassDevelopment to further the redevelopment efforts through selective demolition. The selective demolition proposed in the project scope are 4e, 5a, 5b, 5c, 7a, and 7b. The grant funding is not enough to complete the full scope of the project which is estimated to cost \$933,500, therefore the Town prefers to avoid further expenditures and return the funding, having the developer take on all demolition costs. However, the Town understands that leveraging the Site Readiness funding may be necessary for some development proposals.

9. AVAILABLE STUDIES & REPORTS

The following studies and reports are available for use by proposers and can be found on the Town website:

Assessment Reports

- Phase I ESA Report- Mar 2010 (available upon request)
- Phase II ESA Report- Jun 2011
- Hazardous Building Materials Assessment- Oct 2015

Feasibility & Subdivision Study

- Former IP Mill Feasibility Study- Dec 2015
- Former IP Mill Subdivision Study- Feb 2017

Franklin Regional Council of Governments Presentations & Reports

- IP Mill Overview Presentation - Feb 2018
- CEDS Annual Report - 2018

10. DEVELOPMENT OBJECTIVES

Developer Experience & Qualifications

The Town seeks proposals from teams comprised of talented individuals who have experience working on successful, comparable projects. There must be a willingness to partner with the Town to have a successful project long-term.

Financial Feasibility

- The Town seeks proposals from teams with reasonable construction and operating budgets and a strong record of success in securing funding for projects of a similar scale.
- The property must be taxable or if the property will be owned by a non-taxable entity, that entity will be expected to enter into a “payment-in-lieu of taxes” (PILOT) agreement equivalent to the taxable value of the redeveloped property.

Proposed Uses & Affordability

The Town seeks a Proposer to complete any demolition, design, and construction which results in successful residential, commercial, or light industrial uses at the site. Mixed uses are encouraged though not a requirement. Uses which will stimulate the local economy, offer full-time long-term living wage employment, and aesthetically enhance the neighborhood are preferred.

If a residential use is proposed, there are affordability requirements:

- At a minimum, the affordability requirements for the property are that 40% of the units be deed-restricted to persons earning, at a maximum, 80% of Franklin County area median income, and must meet the requirements for inclusion on the town’s Subsidized Housing Inventory.
- The proposer must include a clear analysis as to the levels of affordability proposed and the reasoning behind the proposed unit and income mix.
- The Town is seeking affordability by design in addition to affordability by deed restriction.

Proposed Development Schedule

The Town seeks a realistic and detailed development schedule and proposers should demonstrate the ability to perform as proposed and to complete the project in a competent and timely manner, including the ability to pursue and carry out design, permitting, financing, construction, and marketing/unit absorption.

Building Design, Energy Efficiency, & Aesthetics

The Town is seeking creative and thoughtful designs which remain aesthetically cohesive with any existing mill structures chosen to remain on the property. The development must look like it “belongs in” Erving. The development’s architecture must reflect the local design vernacular. The Town is deliberately being as non-prescriptive as possible regarding the design requirements to encourage creativity with building design, amenities, site layout and landscaping.

Considerations should be made to renewable energy use, energy efficiency, healthy materials selection, incorporation of natural light to interior spaces, air quality, and stormwater. These inclusions should be made in efforts to be thoughtful environmental stewards, respectful neighbors, and out of responsibility to building occupant health.

Site Design

The Town seeks a comprehensive site design which considers building occupants, visitors, and community members. It should integrate multiple modalities of transportation and include accommodations for all ability levels. The Town is an Age-Friendly Community which should be reflected in the site design. The layout should acknowledge the proximity and importance of the Millers River and connection to the village of Millers Falls, Montague.

11. MINIMUM REQUIREMENTS FOR SITE DEVELOPMENT

Any proposals not meeting the minimum requirements will be determined to be not acceptable and disqualified from any further review. At minimum, the following conditions will be required of all Submissions:

- Prospective Purchaser/Developers must be current in taxes, all water and sewer liabilities and any fines or fees on any and all real estate owned in the Town of Erving
- Develop the Property in a way that will aesthetically enhance the neighborhood
- Stimulate economic development within the area, including the creation of permanent living wage positions

12. MINIMUM PROPOSAL REQUIREMENTS

Proposals that do not clearly and fully convey compliance with the following minimum criteria will not be considered:

- Complete conformance with all submission requirements
- The minimum bid price for the property is \$1 with the stipulations contained in this RFP.
- If Proposal includes residential use, at least 40% of the units restricted to households earning a maximum of 80% AMI for Franklin County
- The property must be taxable or if the property will be owned by a non-taxable entity, that entity will be expected to enter into a “payment-in-lieu of taxes” (PILOT) agreement equivalent to the taxable value of the redeveloped property
- Proposer must have a minimum of three (3) years of experience in development of projects with similar complexities
- Proposer must show a successful track record of similar projects with at least 3 references

- Proposer availability to commence work within 90 days of selection; show sufficient staff resources and availability to perform required services
- Completed required forms at Attachments E, F, G, & H
- Certificate of non-collusion
- Tax compliance
- Disclosure of beneficial interests form as required by M.G.L. c. 7C, section 38 (formerly c. 7, section 40J)

Developer Experience & Qualifications

- The name and contact information of:
 - Proposer
 - Any representative authorized to act on their behalf
 - The contact to which all correspondence should be addressed
 - The names and primary responsibilities of each individual on the development team
- If the proposer is not an individual doing business under his/her name, a description of the firm and status of the organization and the jurisdictions in which it is registered to do business. If the status of the Proposer is a non-profit entity, please include a list of the organization's Board of Directors and areas of expertise they represent.
- The nature of the entity to enter into the sale of the Property and the borrower and guarantors of debt, if any.
- Confirmation that no local, state or federal taxes are due and outstanding for the development team or any constituent thereof.
- Identification of all principals, partners, co-venturers or sub-developers participating in the transaction, and the nature and share of participants' ownership in the project.
- Discussion of whether the Proposer will also be the property manager and if this is not the case, the legal and financial relationship between the entities. If the developer will not be the property manager, the proposer shall describe the process for securing property management services.
- Identification, background, principals' resumes, and qualifications of the development team, such as architects, engineers, landscape designers, contractor, development consultants.
- A summary of the Proposer's and their team's experience, both collectively and individually, with similar projects. Particular attention should be given to demonstrate experience with projects of a similar scale and complexity of site conditions, design and financing, as well as location.
- Narrative on why your experience is relevant to the Former International Paper Mill Redevelopment project.
- Information regarding any legal or administrative actions past, pending or threatened that could relate to the conduct of the Proposer, its principals or any affiliates.
- Three (3) examples of completed projects to be used as references, to include project name, location, project type, project scope, start date, projected completion date and actual date of completion, total development costs, key project people.

Development Concept

The proposal must include a detailed description of the development concept for the property and its improvements, including but not limited to:

- Preliminary site design narrative – a summary of the overall project goals and phases
- Provide a narrative of the physical plan and architectural character of the project and the various

programmatic and physical elements of the development, including:

- *Architectural Character*: architectural style or theme that will be used for the project along with materials selection, color schemes, signage designs, etc.
- *Infrastructural Improvements*: utility connections, energy savings, renewable energy, and green design elements of the building and site designs.
- *Pedestrian & Traffic Circulation*: use of accessible sidewalks, bicycle lanes, vehicular traffic patterns and curb cuts, parking areas, and public transportation.
- Construction staging plan and discussion of construction impacts, including but not limited to how the project will be managed to limit impact on neighbors with respect to noise and traffic during the construction period.
- Description of the permitting process that the developer plans to use. The Town expects the developer to permit the project in accordance with the Town of Erving Zoning Bylaw and all other applicable Massachusetts and Federal land use laws and regulations. If the Proposer intends on pursuing a comprehensive permit through MGL Chapter 40B include an outline of the process and permit details.
- A narrative describing the process for preserving and creating green spaces including the identification of trees and buffers to be preserved, low-impact development, recreational areas, and connections to the Millers River.
- Financing – provide a source and pro forma, a year one operating budget, and a chart with unit square footage, income target, and proposed rents (see comparative evaluation criteria). Describe any previous success in securing such funding. Describe in detail what, if any, local, state or federal subsidy money will be sought to create affordability and the timeline for securing those sources.
- Lender letters of interest

Conceptual Design Drawings

The proposal must include 11 x 17 plans and digital PDF copies of plans including:

- A site plan that describes parking layout, quantity of parking spaces, building locations, and building footprints.
- A landscape plan with sufficient detail on how the plan addresses limiting the project impact on surrounding areas.
- Floor plans
- Elevations with material indications
- Typical unit plans
- A chart listing which buildings are proposed to be demolished (if any) and which will remain
- Conceptual plans

Management Plan

- Description of the target market, pricing, and the strategy for marketing
- A plan for the maintenance of effective communications between the Town and the development team during all phases of the project.
- The proposal must include a plan for the ongoing management of the development. In addition, if the Proposer is including a property manager as part of its team, all relevant information as outlined under ‘Developer Experience & Qualifications’ above should be included as well as details of any projects where the Proposer and Manager have worked together before.
- If the conceptual proposal includes affordable housing, the proposal must address how a lottery will be conducted to ensure a fair and equitable selection process for the affordable units. Proposals may

include a lottery agent as part of the development team. A marketing/lottery plan shall be required as part of the approval of the units for inclusion on the Subsidized Housing Inventory, and prior to building permit issuance. For the proposal, the Proposer shall indicate any other lotteries they have been involved in, their role and the outcomes.

- At a minimum the selected Proposer and/or their Agent shall demonstrate, prior to the Town endorsing a Land Disposition Agreement:
 - a clear understanding of fair housing requirements/laws
 - a clear understanding of local preference opportunities and requirements and lottery process
 - ability and commitment to utilize appropriate state standards to determine program and unit eligibility – i.e. qualified tenants
 - establishment of clear criteria for tenant selection and a fair and unbiased selection process
 - responsibility for selecting properly qualified tenants
 - ability and commitment to maintain all necessary reports and certifications required under state and federal law

Implementation Plan and Timetable

A preferred timetable is as follows:

- The successful Proposer will be expected to execute a Land Disposition Agreement within thirty (30) days of the delivery of the Agreement
- Apply for a building permit with 6 months of the date of the execution of the Land Disposition Agreement
- Obtain a certificate of occupancy for at least one phase of the project within three years of the date of the executed Land Disposition Agreement
- All phases of the proposed project must be complete within 10 years of the date of the execution of Land Disposition Agreement

The proposal must include a description of how the development concept will be implemented, including but not limited to:

- Detailed development schedule for all elements of the plan, including key milestones, financing benchmarks, zoning approvals and compliance, and projected completion / occupancy timeframes.
- Outline of required land use, environmental, operational, and other governmental or regulatory approvals, including zoning, development and environmental permits. The proposer should provide a schedule for securing approvals as part of the proposal. The proposer should note what zoning variances, special permits or modifications, if any, are required as part of the development plan.

13. DEVELOPER SELECTION CRITERIA

All proposals submitted by the due date will be evaluated for conformance with the above stated minimum criteria. Those proposals that meet the minimum criteria will then be evaluated by the comparative criteria described below. Proposers may be invited to present their proposal to the review committee.

Comparative Evaluation Criteria

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

Developer Experience & Qualifications

- Success in development projects of comparable size and scale, or larger

- Design, project management, and operations management teams are well-qualified in their areas of expertise and have completed projects of similar, or larger, size and scope.
- Demonstrates significant experience in design, permitting, and construction of comparable projects
- Highly experienced and involved property management experience with a diversity of tenants (commercial, residential, industrial)

Financial Feasibility

- Proposal contains realistic and extremely detailed development and operating budgets
- Demonstrates high degree of success in securing necessary financing and other sources of funding
- Proposed rents or sale prices are well-researched, backed with extensive data and are very appropriate to the local area

Proposed Uses & Affordability

- Proposals including residential units proposed have at least 40% of the units deed-restricted to at most 80% of the area median income. All units meet the requirements for the Town's Subsidized Housing Inventory. A variety of unit sizes are included. Included is a clear analysis as to the levels of affordability proposed and the reasoning behind the proposed unit and income mix. Units are affordable by design as well as deed restriction. If the Proposer intends on pursuing a comprehensive permit through MGL Chapter 40B include an outline of the process and permit details.
- Proposals including commercial or industrial uses have spaces sized appropriately to their use and the local market and include detailed reasoning of the sizes, pricing, and proposed uses/tenants. Hospitality uses include a detailed analysis of the draw to tourists or local patrons. There is explanation of how the businesses will fit into the existing local commercial market.
- Proposal maximizes the creation of full-time permanent employment which will pay living wages. Included are the types of jobs, their pay range, and a description of how these jobs will remain sustainable long term. Low employment uses such as self-storage or warehousing are generally discouraged.

Proposed Development Schedule

- Schedule is realistic and specific. Includes a plan to obtain a certificate of occupancy for at least one phase of the project within three years of the date of the executed Land Disposition Agreement.
- The whole project planned to be completed within 10 years.

Building Design, Energy Efficiency, & Aesthetics

- Proposed development keeps one or more existing structure on the complex either for occupancy or as art/aesthetic features.
- Building design is thoughtful, creative and unique to this development. The design acknowledges a New England mill-town context with materials, shapes, layouts.
- Finishes support durability and minimize maintenance for tenants.
- Interior layouts include a large variety of unit sizes and go above and beyond to meet a variety of needs including universal design, accessibility standards, include features which would be helpful for tenants or visitors from a variety of backgrounds and abilities.
- Energy efficiency, occupant health, and material sustainability is incorporated into the design comprehensively. They are evident in all aspects of the project from building orientation to small details. A third-party sustainability or wellness certification may be pursued for the project.

Site Design

- Site design includes thoughtful placement of new buildings and/or renovation of existing buildings. The site design incorporates an appreciation of the Millers River and encourages connection to the villages of Ervingside and Millers Falls. The design limits negative impacts on neighbors and maximizing positive synergy between compatible projects and abutters.
- Careful attention is paid to making the property accessible to people using multiple types of transportation including walking, public transit, cycling, and using mobility aids. If children are expected to be on the site, attention is paid to how they will safely and enjoyably use spaces. Attention is paid to limiting impervious surfacing and maximizing green space. Parking is appropriately sized. Ample interior and exterior recreational space is included for tenants and/or employees. Lighting is appropriately scaled to the space and intended uses and limits unnecessary lighting.
- The site design includes details on stormwater management and snow removal. Landscape plans incorporate ample pollinator-friendly plants, native plants, and shade trees. Educational material about the landscaping, history of the site, or the Millers River are proposed.

References, Site Visits, & Presentations

- References speak highly of the proposer's previous projects, team, ability to work collaboratively, and ability to complete projects on time.
- If presentations or site visits are requested, they result in valuable supplementary information and are very professional and well organized.

Proposals will each be scored on each category (labeled A, B, C...) under a subheading

Developer Experience & Qualifications

- Highly Advantageous
 - A. Successfully completed more than one development project comparable in size and scope, or larger
 - B. Design, project management, and operations management teams are well-qualified in their areas of expertise and have completed projects of similar, or larger, size and scope.
 - C. Demonstrates significant experience in design, permitting, and construction of comparable projects
 - D. Highly experienced and involved property management experience with a diversity of tenants (commercial, residential, industrial)
- Advantageous
 - A. Successfully completed one development project comparable in size and scope, or larger.
 - B. Design, project management, and operations management teams are qualified in their areas of expertise and some have completed projects of smaller size and scope
 - C. Demonstrates some experience in design, permitting, and construction of comparable projects
 - D. Highly experienced and involved property management experience with only one type of tenant (commercial, residential, industrial tenants)
- Not Advantageous
 - A. Successfully completed several development projects which are smaller in size and scope
 - B. Design, project management, and operations management teams only have one or two members who are qualified in their areas of expertise, and the team generally has limited experience with comparable projects.
 - C. Demonstrates minimal experience in design, permitting, and construction of comparable projects
 - D. Little experience or involvement with property management or only done so with projects of a smaller scale.

Financial Feasibility

- Highly Advantageous
 - A. Proposal contains realistic and extremely detailed development and operating budgets
 - B. Demonstrates high degree of success in securing necessary financing and other sources of funding
 - C. Proposed rents or sale prices are well-researched, backed with extensive data and are very appropriate to the local area
- Advantageous
 - A. Proposal contains realistic development and operating budgets
 - B. Demonstrates success in securing necessary financing
 - C. Proposed rents or sale prices are backed with some data or explanation and are appropriate to the local area
- Not Advantageous

- A. Proposal contains potentially unrealistic development and operating budgets
- B. Demonstrates limited evidence of success in securing necessary financing
- C. Proposed rents or sale prices display a lack of understanding of the local market or are not bolstered with accurate data

Proposed Uses & Affordability

- **Highly Advantageous**
 - A. Proposals including residential units proposed have at least 40% of the units deed-restricted to at most 80% of the area median income. All affordable units meet the requirements for the Town's Subsidized Housing Inventory and are affordable by design as well as deed restriction. A variety of unit sizes are included. There is a clear and detailed analysis as to the levels of affordability proposed and the reasoning behind the proposed unit and income mix.
 - B. Proposal shows a clear and comprehensive vision. Interior spaces are sized appropriately to their use and the local market and include detailed reasoning of the sizes, pricing, and proposed uses/tenants. Hospitality uses include a detailed analysis of the draw to tourists or local patrons. There is explanation of how the businesses will fit into the existing local commercial market.
 - C. Proposals including commercial or industrial uses maximize the creation of full-time permanent employment which will pay living wages. Included is a detailed explanation of what the jobs will include and how these jobs will be sustainable long term.
- **Advantageous**
 - A. Proposals including residential units proposed have 40% of the units deed-restricted to at most 80% of the area median income. Some units meet the requirements for the Town's Subsidized Housing Inventory but units are affordable only by deed restriction. There is analysis as to the levels of affordability proposed and the reasoning behind the proposed unit and income mix.
 - B. Interior spaces are sized appropriately to their use and the local market and include some reasoning of the sizes, pricing, and proposed uses/tenants. Hospitality uses include some analysis of the draw to tourists or local patrons. There is some consideration of how the businesses will fit into the existing local commercial market.
 - C. Proposals including commercial or industrial uses will create permanent living-wage jobs though they may not be full time or they may be limited in quantity.
- **Not Advantageous**
 - A. Proposals including residential units meet only minimum affordable housing requirements. There is no analysis as to the levels of affordability proposed or the reasoning behind the proposed unit and income mix.
 - B. Interior spaces have vague space sizes, unclear if they are suited to their use or the local market and do not include much back up data or explanation. Hospitality uses include very little analysis of the draw to tourists or local patrons. There is no explanation of how the businesses will fit into the existing local commercial market.
 - C. Proposal will create minimal employment or it is mainly short term, minimum wage positions. There is very little surrounding detail of the employment opportunities included.

Proposed Development Schedule

- **Highly Advantageous**

- A. Schedule is easy to understand, realistic and specific. The Proposer will secure a Certificate of Occupancy for at least one phase of the project 2 years or less from the date of execution of the Land Disposition Agreement. The whole project will be completed within 10 years.
- Advantageous
 - A. Schedule is realistic. The Proposer will secure a Certificate of Occupancy within 3 years or less from the date of execution of the Land Disposition Agreement. The whole project will be completed within 10 years.
- Not Advantageous
 - A. Schedule is somewhat unrealistic or vague. The substantial completion (ie certificate of occupancy secured) of at least one phase of the project (if there are phases proposed) will take longer than 3 years. It is unclear when the entirety of the project will be complete or it will take longer than 10 years.

Building Design, Energy Efficiency, & Aesthetics

- Highly Advantageous
 - A. Proposed development keeps some existing structure(s) on the complex either for occupancy or as art/aesthetic features. The design incorporates the existing with the new in a cohesive and appealing manner.
 - B. Building design is creative and unique to this development. The design acknowledges a New England mill-town context with materials, shapes, layouts.
 - C. Finishes support durability, health, and minimize maintenance.
 - D. Interior layouts maximize the variety of unit sizes and go above and beyond to meet a variety of needs including universal design, accessibility standards, include features which would be helpful for tenants or visitors from a variety of backgrounds and abilities.
 - E. Energy efficiency, occupant health, and material sustainability is incorporated into the design comprehensively. They are evident in all aspects of the project from building orientation to small details. A third-party sustainability or wellness certification may be pursued for the project.
- Advantageous
 - A. Proposed development minimally incorporates existing structure(s).
 - B. The design acknowledges a New England mill-town context with materials, shapes, layouts but is very traditional or lacks creativity.
 - C. Finishes support durability and medium-maintenance for tenants.
 - D. Interior layouts include some variety of unit sizes and meet some needs including universal design, accessibility standards.
 - E. Energy efficiency, occupant health, and material sustainability is incorporated into the design. They are evident in some aspects of the project. No third-party sustainable design or wellness certification is being pursued or used for inspiration.
- Not Advantageous
 - A. Proposed development is disconnected from the existing structures and site. An entirely new, contemporary design is chosen.
 - B. Building design is reused from another project with very few changes. It is not unique to Erving. The design incorporates a few details which acknowledge a New England mill-town context with materials, shapes, layouts but they are not thoughtful or creative.

- C. Finishes are not durable and require medium-high-maintenance for tenants.
- D. Interior layouts are uniform, meet the needs of only one type of tenant and meet the minimum legal requirements for occupancy.
- E. Energy efficiency, occupant health, and material sustainability are present but are not integrated into the design as a whole. No third-party certification is being pursued.

Site Design

- Highly Advantageous
 - A. Site design includes thoughtful placement of new buildings and/or renovation of existing buildings. The site design incorporates an appreciation of the Millers River and encourages connection to the villages of Ervingside and Millers Falls. Attention is paid to limiting negative impacts on neighbors and maximizing positive synergy between compatible projects and abutters.
 - B. Careful attention is paid to making the property accommodating to multiple modes of transportation. If children are expected to be on the site, attention is paid to how they will safely and enjoyably use spaces. Attention is paid to limiting impervious surfacing and maximizing green space. Parking is appropriately sized. Ample interior and exterior recreational space is included for tenants and/or employees. Lighting is appropriately scaled to the space and intended uses and limits unnecessary lighting.
 - C. The site design includes details on stormwater management and snow removal. Landscape plans incorporate ample pollinator-friendly plants, native plants, and shade trees. Educational material about the landscaping, history of the site, or the Millers River are proposed.
- Advantageous
 - A. Site design includes thoughtful placement of new buildings and/or renovation of existing buildings. The site design acknowledges the Millers River and nearby the villages of Ervingside and Millers Falls. Design acknowledges negative impacts on neighbors and maximizes positive synergy between compatible projects and abutters.
 - B. Some attention is paid to accommodating multiple types of transportation. Attention is paid to limiting impervious surfacing and green space is included. Parking is appropriately sized. Some recreational space is included for tenants and/or employees. Lighting is appropriately scaled to the space and intended uses and limits unnecessary lighting.
 - C. The site design includes details on stormwater management and snow removal. Landscape plans incorporate some pollinator-friendly plants, native species, and shade trees. Limited educational material about the landscaping, history of the site, or the Millers River are proposed.
- Not Advantageous
 - A. Site design has vague, seemingly unintentional placement of new buildings and/or renovation of existing buildings. The site design does not acknowledge the proximity of the Millers River and nearby the villages of Ervingside and Millers Falls. Design does not acknowledge any impact or connection with neighbors.
 - B. The project is vehicle focused and inappropriately sized. A large amount of surfacing is pervious and little attention is paid to maximizing green space. Parking is inappropriately sized. No recreational space is included for tenants and/or employees. Lighting is excessive and few mitigations are in place to protect neighbors and wildlife from its impact.

- C. The site design includes very limited details on stormwater management and snow removal. Landscape plans focuses heavily on monoculture lawn and incorporate very few trees. No educational material about the landscaping, history of the site, or the Millers River are proposed.

References

- Highly Advantageous
 - A. References speak highly of the proposer's previous projects, team, ability to work collaboratively, and ability to complete projects on time.
- Advantageous
- A. References speak decently of only some of the proposer's previous projects, team, ability to work collaboratively, and ability to complete projects on time. Not Advantageous
 - A. References do not offer much information or speak highly of the proposer's previous projects, team, ability to work collaboratively, and ability to complete projects on time.

Response to Request for Interest

- Highly Advantageous
 - Proposer responded to the Town of Erving's previously released Request for Interest for the Redevelopment of the Former International Paper Mill
- Not Advantageous
 - Proposer did not respond to the Town of Erving's previously released Request for Interest for the Redevelopment of the Former International Paper Mill

Attachment B | LOCUS MAP



COPPOLA AND COPPOLA
ATTORNEYS AND COUNSELLORS-AT-LAW
40 SOUTH STREET, MARBLEHEAD, MA 01945

ROD 6/19/14
BGA

JAMES E. COPPOLA
JAMES E. COPPOLA, JR.
JUDITH O. TRUFANT
ELAINE A. BYRNE
DAVID J. COPPOLA

781/639-0140
FAX 781/639-4416

June 13, 2014

Ms. Margaret Sullivan
Town Treasurer
Town of Erving
12 East Main Street
Erving, MA 01344

Dear Ms. Sullivan:

Enclosed herewith please find a check from the Land Court for \$105.19. This represents a refund of the unused balance of the deposit paid the Court in the Town's tax lien foreclosure case No. 13 TL 146892, against Tower Erving, LLC, covering the properties at:

Parcel I – Papermill Rd (bldgs.), Parcel ID: 4-0-35;

Parcel II – 8 Papermill Rd (bldgs.), Parcel ID: 4-0-32,.

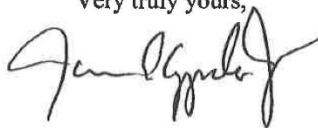
The foreclosure decree was entered May 28, 2014. The Land Court costs were \$859.81, with estimated legal fees of \$1,120.00.

Since the Town became the owner of these properties and thereby incurred all the benefits, responsibilities, and liabilities of ownership, the Town should take immediate steps to secure the properties, and have them insured.

I have recorded the decree at the Registry of Deeds and will forward it to you for your records when I receive it from the Registry of Deeds. Enclosed please find a copy of the decree.

You should, in writing, notify the Town Accountant, Collector of Taxes, Board of Selectman, and Board of Assessors, of the foreclosure.

Very truly yours,



JEC,Jr.:ka
Enclosures

[SEAL]

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

Case No.: 13 TL 146892

JUDGMENT IN TAX LIEN CASE

Town of Erving

vs.

Tower Erving, LLC



Bk: 06538 Pg: 122 Franklin County
Page: 1 of 1 06/16/2014 10:55 AM

This case came on to be heard and was argued by counsel, and thereupon, upon consideration thereof, it is

ADJUDGED and ORDERED that all rights of redemption are forever foreclosed and barred under the following deed(s) given by and/or the tax taking(s) made by the Collector of Taxes for the Town of Erving in Franklin County and said Commonwealth:

<u>Land Type</u>	<u>Tax Taking Date</u>	<u>Book No.</u>	<u>Page No.</u>	<u>Document No.</u>	<u>Certificate of Title No.</u>
✓ Recorded	06/02/2011	6036	109		
✓ Recorded	06/02/2011	6036	111		

By the Court: Deborah J. Patterson

Attest:

A TRUE COPY
ATTEST:

Deborah J. Patterson
RECORDER

Deborah J. Patterson
Recorder

Entered: May 28, 2014

Return to: Coppola and Coppola
40 South Street
Marblehead, MA 01945

SAMPLE DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is made as of this _____ day of _____, 2021, by and between XYZ corporation, a Massachusetts corporation, having a place of business at 123 Main Street, anywhere MA 02601 (“Developer”) and the Town of Erving, public body corporate and politic organized under the laws of the Commonwealth of Massachusetts, having a place of business at 12 East Main Street, Erving, MA 01344 (“Town”).

Recitals

A. Town is the owner in fee simple of certain property known as _____ located on 8 Papermill Road, Erving, MA 01344, contains _____ MA (“Property”). The Town wishes to select a developer to complete any demolition, design, and construction which results in a mixed use of residential, commercial or light industrial uses at the site.

B. On or about, _____, Town issued a request for proposals in connection with the contemplated mixed use development

Developer submitted a proposal (the “Proposal”) to develop, construct and operate the development, and associated site improvements and open space to be developed the Property as generally described in the Proposal which is attached as Exhibit A and incorporated herein by reference and otherwise in accordance with this Agreement (the “Project”). On or about, Town designated Developer as the developer for the Project.

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

Agreement

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

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

1.1 Determination of Project Site. The parties agree that the Project shall be located on approximately 6.0 acres of the improved portion of the Property with exact boundaries as delineated in the attached property site plan (and/or) survey (“Project Site”).

1.2 Sale of Project Site. At such time as Developer is ready to close on its construction financing for

development of the Project and has secured all necessary permits to allow the first phase of the project to proceed, the Town and Developer shall enter into a mutually agreeable Land Disposition Agreement (“Disposition Agreement”), pursuant to which Town will sell the Project Site to Developer and otherwise on terms consistent with this Agreement. If and when executed, the Disposition Agreement shall supersede this Agreement in its entirety.

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

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.

At minimum 40% of the dwelling units at the Project shall be affordable to households earning of or less of 80% of the median family income for the [Metropolitan Statistical Area, adjusted for family size] standard

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

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 upon written notice to the other party, either party may terminate

Article 3. Respective Responsibilities of Parties.

3.1 Responsibilities of Developer. All aspects of the development of the Project as a financially feasible project shall be the sole responsibility of Developer, it being understood that Developer shall

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

(a) Developer shall provide Town on a timely basis with all information with regard to Developer's activities which Town reasonably requests, but not less than on 6 month intervals.

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

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

(d) Developer shall obtain hazard and liability insurance reasonably satisfactory to Town and name the Town as additionally insured.

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

(f) Developer shall comply with all the Requirements (defined below), and shall obtain all necessary governmental consents and approvals, including, as applicable, any other zoning approvals, a building permit and other municipal, state or federal permits.

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

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

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

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

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

or other cooperation from local, state, and Federal agencies and officials and from local governing bodies. The Town will consider working with the Developer in pursuit of real estate tax exemptions and abatements that may be available for the Project.

3.3 Responsibilities of Both Parties.

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

Article 4. Plans; Project Development Schedule

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

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

Article 5. Default; Remedies.

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

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

5.1.2 If Developer shall be adjudicated bankrupt or be declared insolvent under the federal bankruptcy code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts (hereinafter collectively “Bankruptcy Laws”) or if Developer shall (a) apply for or consent to the appointment of, or the taking

of possession by, or any receiver, custodian, trustee, United States Trustee, or liquidator (or other similar official) of Developer or of any substantial portion of Developer's property, or (b) generally not pay its debts as they become due, admit in writing its inability to pay its debts generally as they become due, or (c) make a general assignment for the benefit of its creditors, or (d) file a petition commencing a voluntary case or seeking to take advantage of any Bankruptcy Law; or

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

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

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

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

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

5.3.4 If an order for relief against Town shall be entered in any involuntary case under any Bankruptcy Law, or if the petition commencing an involuntary case against Town or proposing reorganization of Town under any Bankruptcy Law shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within sixty (60) days after filing, or if a proceeding or case shall commence in any court of competent jurisdiction seeking aid or liquidation,

the organization, dissolution, winding up or adjustment of debts of Town, or the appointment of a receiver, custodian, trustee, United States Trustee, or liquidator or (other similar official) of Town or of any substantial portion of Town's property, or any similar relief as to Town pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving any or ordering any of the foregoing shall be entered and continued unstayed and in effect for thirty (30) days.

5.4 Remedies for Developer. If there is an Event of Default by the Town, Developer may terminate this Agreement upon written notice to Town. This being the developer's sole remedy.

Article 6. Miscellaneous.

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

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

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

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

If to Town, to:
Bryan Smith, Town Administrator
12 East Main Street
Erving, MA 01344

If to Developer, to:

and a copy to: Attorney

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.

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

[signature page follows]

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

XYZ corporation

By: _____
Chief Executive Officer

Date: _____

Town

By: _____
Chief Executive Officer

Date: _____

List of Exhibits:

Exhibit A	Proposal
Exhibit B	Draft Project Development Schedule
Exhibit C	Disposition Agreement

PRICE SUMMARY FORM
Disposition of Municipal Real Estate

TOWN OF ERVING

Town Hall, 12 East Main Street, Erving, Massachusetts 01344

This price summary form must be submitted with the RFP Respondent's proposal. Failure to adhere to this instruction will result in disqualification of your proposal.

Name of RFP Respondent: _____

Consideration Offered to Town by the RFP Respondent for purchase of the Property from Town by the RFP Respondent:

\$ _____ and written: _____

Signature of Authorized Representative of RFP Respondent

Name of Person Signing

Title

Date

CORPORATE RESOLUTION
(To be filed if Bidder 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 a
(Name of Corporation)

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

which all Directors were present and voting, the following individuals:

were duly authorized and empowered to execute Forms of General Bid, Contracts, Agreements or Bonds on behalf of the Corporation.

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

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

Attachment G | TAX COMPLIANCE AND NON-COLLUSION STATEMENTS

Any person or corporation that fails to date, sign with original signature, and submit the following statements shall not be awarded this contract.

Tax Compliance

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best 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.



Authorized Official's Signature

Title of Person Signing

Typed or Printed Name of Person Signing

Company Name

Telephone Number

Address

Fax Number

Address

Date

Email Address

Certificate of Non-Collusion

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.



Authorized Official's Signature

Typed or Printed Name of Person Signing

Company or Corporation

Name and Tel # of Person who will be filling out the Quarterly Reports

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

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

(1) Real Property:

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

(3) Public Agency Participating in Transaction:

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

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

____ Lessor/Landlord ____ Lessee/Tenant

____ Seller/Grantor ____ Buyer/Grantee

____ Other (Please describe): _____

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

NAME

RESIDENCE

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

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

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

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

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

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

Disclosing Party

Authorized Signature of Disclosing Party

Date

Print Name & Title of Authorized Signer