

**TOWN OF WAYLAND
REQUEST FOR PROPOSALS (RFP)**

RFP # 16-28

RIVER'S EDGE WAYLAND

484-490 Boston Post Road, Wayland

**Disposition of Town-Owned Property
For Multifamily Housing
Including
Affordable and Senior Housing Components**

RFP Issue Date: April 21, 2016

RFP Responses Due: June 21, 2016



By: Wayland Board of Selectmen
In Consultation with Wayland
River's Edge Advisory Committee

Town of Wayland, 41 Cochituate Road, Wayland, Massachusetts 01778

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EXHIBITS

For ease of reference, Exhibits to the RFP are organized into the following categories:

<u>Category</u>	<u>Description</u>
1	Required RFP Forms
2	Required Transactional Documents
3	Town Meeting Votes for River's Edge Housing Overlay District (REHOD) and Property Disposition
4	Property and Title Information
5	Design Guidelines
6	Environmental
7	Wetlands
8	Utilities
9	Affordable Housing
10	Permitting (Traffic etc.)
11	Helpful Documents from RFP 16-12 (prior issue)

1 Required RFP Forms

- Exhibit 1.1 – Proposal Form
- Exhibit 1.2 – Price Summary Form, Project Pro Forma, and Statement of Estimated Tax Revenues
- Exhibit 1.3 – Project Schedule
- Exhibit 1.4 – Certificate of Non-Collusion
- Exhibit 1.5 – Disclosure of Beneficial Interest Form
- Exhibit 1.6 – Non-Delinquency Statement Required by M.G.L. c. 60, § 77B
- Exhibit 1.7 – Commitment for Payment in Lieu of Taxes Calculated in Accordance with M.G.L. c. 44, § 63A
- Exhibit 1.8 – Certification as to Payment of Taxes
- Exhibit 1.9 – Evidence of Authorization/Corporation Resolution
- Exhibit 1.10 – RFP Respondent's Demonstration of Compliance with RFP's Comparative Evaluation Criteria
- Exhibit 1.11 Notice of Availability to be published in *Wayland Town Crier*

2 Required Transactional Documents

- Exhibit 2.1 – Form of Land Disposition Agreement for the Property
- Exhibit 2.2 – Form of Escrow Agreement
- Exhibit 2.3 – Form of Right of Entry Agreement (for the Successful RFP Respondent's Due Diligence Investigations after Execution of the LDA and prior to Closing)
- Exhibit 2.4 – Form of Reserved Easement Agreement
- Exhibit 2.5 – Form of Repurchase Agreement
- Exhibit 2.6 – Form of Release for Site Visit
- Exhibit 2.7 – Form of Access Easement

3 Town Meeting Votes for River's Edge Housing Overlay District (REHOD) Zoning and Property Disposition

- Exhibit 3.1 – Certified Copy of Article 15 Adopted at the 2014 Wayland Annual Town Meeting to "Amend Zoning Bylaw Chapter 198: Rivers Edge Housing Overlay Zoning District," with attached

- Map of Rivers Edge Housing Overlay Zoning District (REHOD)
- Exhibit 3.2 – Certified Copy of Article 16 Adopted at the 2014 Wayland Annual Town Meeting To “Transfer and Dispose of Septage Facility Land and Adjacent Town-owned Land on Boston Post Road” with attached Map

4 Property and Title Information

- Exhibit 4.1 – Approval Not Required (ANR) Plan dated June 1, 2015, endorsed by the Wayland Planning Board on June 2, 2015
- Exhibit 4.2 – Wayland Assessors’ Map 22 showing numbered Parcels 22-3, 22-6 and 22-7
- Exhibit 4.3 – Order of Taking dated January 11, 1971 and Recorded with the Middlesex South Registry of Deeds in Book 11943, Page 420, Together with the plan recorded in the Registry as Plan Number 27 of 1971
- Exhibit 4.4 – Order of Taking dated May 15, 1978 and Recorded with the Middlesex South Registry of Deeds in Book 13443, Page 177, Together with the plan recorded in the Registry as Plan Number 482 of 1978
- Exhibit 4.5 – Order of Taking dated November 15, 1965 and recorded with the Middlesex South Registry of Deeds in Book 11003, Page 389, together with the plan recorded in the Registry as Plan Number 1582 of 1965
- Exhibit 4.6 – Motion re Surplus Declaration and Transfer of Custody pursuant to M.G.L. c. 40, § 15A by the Wayland Board of Public Works Approved June 9, 2015

5 Design Guidelines

- Exhibit 5.1 – River’s Edge Design Guidelines
- Exhibit 5.2 – Illustrative Site Plan with Site Conditions and Zoning
- Exhibit 5.3 – Summary of Due Diligence Process and List of Town Consultants

6 Environmental

- Exhibit 6.1 – Tighe & Bond Phase I Environmental Site Assessment and A Limited Phase II Investigation dated October 2012
- Exhibit 6.2 – Tighe & Bond’s Update dated March 19, 2015 to 2012 Phase I ESA/Phase II Report
- Exhibit 6.3a – Additional Groundwater Testing Results Requested by DEP from Existing Septage Facility Monitoring Wells completed by Tighe & Bond dated August 17, 2015
- Exhibit 6.3b – Septage Facility Monitoring Well Locations Plan
- Exhibit 6.3c – Septage Facility Monitoring Well Results, Last Years of Operation 2008-2009
- Exhibit 6.4 – Wayland Board of Health Site Assignment dated February 9, 1979
- Exhibit 6.5 – Wayland Board of Health Permit to Operate Sanitary Landfill Dated June 16, 1980
- Exhibit 6.6 – Request for Presumptive Approval pursuant to 310 CMR 19.029(3) and 19.034(1) submitted to the Massachusetts Department of Environmental Protection and the Wayland Board of Health in light of former Site Assignment of a portion of the Property
- Exhibit 6.7 – DEP Suggested Testing Parameters for Future Groundwater Discharge Permit

Exhibit 6.8 – Tata & Howard Preliminary Test Pit Soils Memorandum

7 Wetlands

Exhibit 7.1 – Wayland Conservation Commission Order of Resource Area Delineation ("ORAD") dated June 16, 2015

8 Survey & Utilities

Exhibit 8.1a – Existing Conditions Survey for 484-490 Boston Post Road (PDF)

Exhibit 8.1b – Existing Conditions Survey for 484-490 Boston Post Road (CAD file, available on line)

Exhibit 8.2 – Tata & Howard, Inc.'s Feasibility Study for Potable Water Supply for the proposed River's Edge Development dated May 13, 2015

Exhibit 8.3 – Water Connection Fees and Rates

9 Affordable Housing

Exhibit 9.1 – DHCD's Form of "Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for Rental Project, Local Action Units"

Exhibit 9.2 – DHCD Letter dated August 18, 2015 regarding REHOD Zoning and Three-Bedroom Affordable Unit Requirements

10 Permitting & Background Studies

Exhibit 10.1 – Wayland Historical Commission Letter dated March 28, 2015 as to Historical Significance

Exhibit 10.2 - TEC Traffic Study (Original 216 units, 2012)

Exhibit 10.3 - Byrne McKinney Market Study (Original 216 units, dated 2012)

11 Helpful Documents from RFP 16-12 (prior issue)

Exhibit 11.1 – Redline documents from RFP 16-12 (prior issue)

Exhibit 11.2 - Addenda from RFP 16-12 (prior issue)

Exhibit 11.3 - RFP 16-12 – Rivers Edge Wayland (prior issue) Posted 9-2-2015

TOWN OF WAYLAND REQUEST FOR PROPOSALS (RFP)

RFP # 16-28

RIVER'S EDGE WAYLAND

484-490 Boston Post Road, Wayland

**Disposition of Town-Owned Property
For Multifamily Housing
Including Affordable and Senior Components**

A. Introduction

THE TOWN OF WAYLAND, MASSACHUSETTS (the "Town") is seeking proposals for River's Edge Wayland (the "Property"), an 8.24 acre parcel of land along Route 20, with views of the Sudbury River, for development of an apartment community containing between 150 – 190 dwelling units. The property is being offered in a bid process by the Town, with zoning and other significant regulatory approvals already established.

INVESTMENT HIGHLIGHTS

- **DEVELOPMENT RIGHTS TO 150 – 190 DWELLING UNITS** – Bidders shall determine the number and types of rental units to be developed per the terms and design criteria of this RFP.
- **SUPPLY-CONSTRAINED MARKET** – With high barriers to entry for new construction, the ability to develop a sizable multi-family parcel in the western suburbs of Boston is a rare opportunity in today's market, where many local cities and towns have constrained the opportunities for multi-family development.
- **REGULATORY APPROVALS IN PLACE** – Zoning for this development was approved as an overlay district at the 2014 Wayland Town Meeting by a 2/3 majority, which requires only site plan approval from the Planning Board. There are no 40B-type limited profit restrictions nor cost certifications required by the Town for the Property.
- **EXCEPTIONAL SITE AMENITIES** - The Property, prominently located along Route 20 at Wayland's western front door, adjacent to the Town of Sudbury's capped landfill, sits near the top of a hill, with views of the nearby Sudbury River and its marshlands, home to protected birds and other wildlife. Funding for a nearby bike path was approved at Wayland's 2015 Town Meeting, which will help connect the Property to nearby Wayland Town Center, Route 20 retail, Wayland Public Library, and continuing east to the Town of Weston. Two public golf courses, Sandy Burr Country Club and Wayland Country Club, are within a mile of the Property to the north and south.

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The Town has worked on the pre-development process for the site for over three years and has established parameters for the number of dwelling units, the quality of design and construction and for allotments of affordable and senior housing that provide flexibility to the developer and a project that meets the desires and needs of the Town. A significant amount of due diligence work by the Town has been completed to assist potential bidders in their review of the Property and to streamline development, including environmental investigation, wetlands delineation, traffic study, water, wastewater and utilities review, and other key factors.



The Property is situated at the border with the Town of Sudbury, Massachusetts, on the western edge of Wayland. Wayland is a semi-rural western suburb of Boston, bordered by Weston to the east, Lincoln to the north, Sudbury to the west and Natick and Framingham to the south.

The Property is situated approximately ½ mile to the west of the newly constructed Wayland Town Center, a mixed-use development with approximately 150,000 SF of retail and office space and 90 newly constructed townhome condominiums. Stop & Shop, Ace Hardware, Boston Sports Club, The Local, Panera, Middlesex Bank, Beth Israel medical offices and a number of restaurants anchor the retail component of Town Center. Directly

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across the street from Town Center is a CVS Pharmacy, and just to the east is a shopping center currently anchored by Whole Foods.

River's Edge is being offered free and clear of any existing financing, allowing an investor to take advantage of the current favorable interest rate environment. This exceptional quality multifamily investment property in Wayland, Massachusetts offers the opportunity to develop a community for rental residential living in a vibrant community in the western suburbs of Boston.



1. Request for Proposals

Specifically, the Town of Wayland is seeking proposals for the disposition of approximately 8.24 ± acres of Town-owned real property located at 484-490 Boston Post Road, Wayland, Massachusetts for the construction of between 150 and 190 new rental housing units, including 25% affordable housing units and a minimum of 25% overall age-restricted (senior) housing units, and associated improvements on the property. (The affordable units shall be distributed proportionally, by type, size and location, between and among the age-restricted and non-age-restricted units.)

The Town is a Massachusetts municipal corporation acting by and through its Board of Selectmen. By two-thirds vote under Article 15 (Exhibit 3.1) and Article 16 (Exhibit 3.2) at the 2014 Annual Town Meeting, the Town voted to adopt new zoning to streamline permitting of the new use and to authorize the transfer to and disposition of the property by the Board of Selectmen to the Successful RFP Respondent.

The goals of this RFP are to implement the votes of Town Meeting: to realize significant financial benefits to the Town from the disposition and redevelopment of the Property and to facilitate rental, affordable housing and senior housing opportunities in the Town through the construction of a quality rental housing development the design of which is well integrated into and compatible with the Town's design goals.

The Town undertook a significant amount of due diligence with qualified consultants in preparation for the adoption of the new zoning for the Property and this RFP. Exhibit 5.3 is a summary of that due diligence process and identifies the consultants retained by the Town in connection with such process. The information in Exhibit 5.3 was provided to Town Meeting voters in connection with the 2014 Annual Town Meeting. Most of the due diligence materials obtained by the Town are reflected in specific site conditions described in this Section B, with the exception of the Market Study prepared by Byrne McKinney in 2012 (Exhibit 10.3) which explored overall market feasibility. This Market Study reflected a prior iteration of the project as primarily senior housing, however, the market information and site demographics analysis contained therein, for both age-restricted and open-market rental housing, may be useful to RFP Respondents and it is included herein for reference.

The RFP specifies the process for disposition and the required elements for subsequent use of the Property for rental, affordable and senior housing purposes. The purpose of this RFP is to enable the Town to select a qualified, experienced developer that will acquire, demolish, remediate, redevelop, market, lease and manage the Property in accordance with this RFP and its Exhibits.

RFP #16-28 and all exhibits are posted on the Town of Wayland website at www.wayland.ma.us/bids. An original copy of the RFP is available for review at the Office of the Board of Selectmen, 1st Floor, Town of Wayland, Wayland Town Building, 41 Cochituate Road, Wayland, Massachusetts 01778, Monday 8:00 am – 7:00 pm, Tuesday-Thursday 8:00 am – 4:00 pm, and Friday 8:00 am – 12:30 pm.

Any questions about this RFP should be directed to Elizabeth Doucette, MCPPO, in writing to the above-mentioned address or by email to edoucette@wayland.ma.us to be received by the Town no later than 4:00 PM on May 17, 2016. Users must be registered so that any addenda can be issued to all potential bidders. A copy of the Notice of Availability of this RFP, to be published by the Town in the *Wayland Town Crier*, is attached hereto as Exhibit 1.11.

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2. RFP Schedule

As described in more detail below, the anticipated RFP Schedule is as follows; however, the Town may in its discretion alter any of the dates in this anticipated RFP Schedule to promote the goals and purposes of this RFP:¹

Day	Date	Time	Milestone
0	April 21, 2016		Central Register Notice of RFP Availability ²
18	May 9, 2016	4:00 PM	Register for Site Tour and Briefing
19	May 10, 2016	10:00AM	Site Tour and Briefing
26	May 17, 2016	4:00 PM	Deadline for Written Questions
40	May 31, 2016		Town's Issuance of Addenda (if any) and Town Responses to Questions
61	June 21, 2016	3:00 PM	Deadline to Submit RFP Responses (approx. 60 days from RFP issuance)
61	June 21, 2016	3:00 PM	Opening of Non-Price Proposals
102	August 1, 2016		Committee Evaluation of Non-Price Proposals (approx. 30-40 days)
102	August 1, 2016	4:00 PM	Opening of Price Proposals
116	August 15, 2016		Committee Evaluation of Price Proposals (appr.14 days)
123	August 22, 2016	7:00 PM	Selectmen's Review of RFP Responses and Committee's Evaluation and Recommendations
124	August 23, 2016		Notice of Award
154	September 22, 2016		Land Disposition Agreement Executed (30 days)
244	December 21, 2016		Due Diligence Period Ends (90 days)
518	September 21, 2017		Local and State Permitting Completed (9 months)
518	September 21, 2017	10:00 AM	Closing

3. Site Tour and Briefing

Interested RFP Respondents are strongly encouraged to have a representative attend an information session at Wayland Town Building, 41 Cochituate Road, Wayland, MA 01778, followed by an on-site tour at the Property. The information session will be on May 10, 2016 beginning at 10:00 AM. Advance registration to attend the information session is encouraged by no later than 4:00 PM on May 9, 2016. To register, please email Elizabeth Doucette, MCPPO, at edoucette@wayland.ma.us. Participants in the on-site visit will be required to sign a release in the form attached as Exhibit 2.6.

¹ As set forth in Section C below, interviews may be conducted by the Town's River's Edge Advisory Committee ("Committee") at its option, by the Town's Board of Selectmen ("Board" or "Selectmen") at its option, or not at all. If interviews are conducted, the Schedule may be adjusted accordingly.

² A Notice of Availability of this RFP will also be published in the *Wayland Town Crier* (see Exhibit 1.11)

4. Written Questions Concerning RFP

All inquiries and requests for interpretation concerning this RFP must be submitted in writing or by email (phone calls will not be permitted) to be received by the Town no later than 4:00 PM on May 17, 2016, to the following person and address/email address and with a subject line of "RFP # 16-28 - River's Edge Wayland - RFP Questions":

Office of the Board of Selectmen, 1ST Floor
Town of Wayland, Wayland Town Building
Attn: Elizabeth Doucette, MCPPO
41 Cochituate Road
Wayland, MA 01778
edoucette@wayland.ma.us

5. Addenda to RFP

If the Town determines to respond to any questions submitted pursuant to Section A.4 or to amend the RFP in response thereto, the Town will do so in the form of an Addendum to the RFP issued no later than May 31, 2016. Addenda will be sent by e-mail to all persons on record as having received the RFP and provided an email address. Notwithstanding the foregoing, it is the RFP Respondent's responsibility to ensure that it has obtained all RFP Addenda issued prior to the submission deadline.

6. Bid Price Format

The Property has site conditions that the Town anticipates RFP Respondents will want to review with third party professionals as part of their due diligence, however, that review may not be possible with sufficient thoroughness prior to submitting a bid.

In order to facilitate due diligence review by the Successful RFP Respondent after award, the Town has established the following bid protocol:

A. Each RFP Respondent, in connection with its RFP Response, shall provide a Gross Purchase Price for the Property based on the RFP Respondent's determination of the value of the Property, unaffected by the Existing Site Conditions Work (as hereinafter defined).

B. Each RFP Response shall provide the RFP Respondent's estimates for the costs of undertaking the following work (collectively, the "Existing Site Conditions Work"):

1. Demolition of existing Wayland/Sudbury Septage Facility (as more described in Section B.4 below);
2. The design and construction of an On-Site Package Treatment Plant (as described in Section B.9 below);
3. The design and construction of an extension of a water line to serve the Property (as described in Section B.9 below); and
4. The removal and/or remediation of on-site soil conditions (the "On-Site Soil Removal Work").

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The RFP Respondent's estimated costs to complete the Existing Site Conditions Work items above shall be deducted from the Gross Purchase Price to determine a Net Purchase Price, as reflected on the Price Summary Form attached as Exhibit 1.2 to this RFP.

The RFP Respondent selected by the Town shall execute a Land Disposition Agreement with the Town, as more particularly described in Section D below. A copy of the Land Disposition Agreement is attached to this RFP as Exhibit 2.1. The Land Disposition Agreement provides that the selected RFP Respondent will have ninety (90) days after the execution of the Land Disposition Agreement to complete its due diligence, including confirming its estimates of the Existing Site Conditions Work. Following the expiration of the Due Diligence Period, the Town may adjust the Net Purchase Price as more particularly described in Sections A.7 through A.9 below.

7. Due Diligence by RFP Respondents Prior to Bid and After Award

Prospective RFP Respondents are expected to review all publicly available materials to familiarize themselves with the Property's existing site conditions, in order to adequately plan and design its program for the River's Edge site, and to provide the pricing and calculated estimates required by this RFP.

In addition to the information referenced in and appended to this RFP, all due diligence materials by the Economic Development Committee (EDC) leading up to the River's Edge 2014 Town Meeting vote, as may be helpful in each RFP Respondent's discretion, are also available on line at www.wayland.ma.us/bids on EDC's webpage under the subfolder "River's Edge Wayland (Route 20 Septage/DPW Site); note, however, that because alternative variations of the project were contemplated during earlier stages of planning, RFP Respondents should utilize only the Project parameters described in this RFP for bidding purposes. In addition, the Town will promptly respond to any public records requests by prospective RFP Respondents for additional public documents, subject to the requestor's commitment to pay the search and copying costs therefor in accordance with applicable public records regulations.

Upon designation by the Town of a Successful RFP Respondent and that RFP Respondent's execution of the Land Disposition Agreement (Exhibit 2.1), the Successful RFP Respondent may perform on-site environmental, engineering, perk tests and similar on-site investigations and testing ("Due Diligence Investigations") during the Due Diligence Period specified in the Land Disposition Agreement, subject to the Successful RFP Respondent's execution of a Right of Entry and License Agreement in the form attached as Exhibit 2.3.

Based on the Due Diligence Investigations, the Successful RFP Respondent may (i) terminate the Land Disposition Agreement in accordance with its terms, if the Due Diligence Investigations reveal any new, different, significant and material conditions not disclosed in the Property Information made available by the Town for review by RFP Respondents; (ii) request an adjustment to the Net Purchase Price as follows in Section 8; or (iii) continue on with the Net Purchase Price, unchanged.

8. Requested Adjustments to the Net Purchase Price Based on Due Diligence

No later than the expiration of the Due Diligence Period, the Successful RFP Respondent may elect to provide written evidence to the Town consisting of competitive pricing established by not less than three (3) third-party sources that the cost to undertake any

element of the Existing Site Conditions Work is materially (*i.e.*, more than five percent (5%)) in excess of the estimated cost of such task(s) as specified in Successful RFP Respondent's Price Summary Form (the "Third Party Submittals").

The Town shall review the Third Party Submittals and may, in the Town's discretion, engage a consultant reasonably acceptable to the RFP Respondent with relevant expertise for the topic under review (a "Town Consultant"), at the RFP Respondent's reasonable expense, to assist the Town in its evaluation of the Third Party Submittals to verify whether the documented increase(s) and the amount(s) are valid, or should be revised based on the expertise of the Town Consultant. The Existing Site Conditions Work estimate(s), and therefore the Net Purchase Price, shall be adjusted accordingly based on the outcome of such review. (As a follow-up to any adjustment made herein, see Section B.9 for reconciliation of actual costs.)

If the Successful RFP Respondent disagrees with the conclusions of the Town Consultant, the Respondent may request a Neutral Decision Maker to expeditiously secure a resolution. The Town Consultant and Respondent shall jointly pick a neutral, qualified third party as arbiter ("Neutral Decision Maker"), whose decision, based upon review with both parties, shall be binding in terms of establishing revised estimate(s) under this Section B.8.

The Town reserves the right to terminate the Land Disposition Agreement if any Third Party Submittals are substantially higher than Successful RFP Respondent's original estimates in its Price Summary Form, specifically: more than thirty (30%) higher on any original estimate for (i) demolition of the existing Wayland/Sudbury Septage Facility, (ii) installation of a new On-Site Package Treatment Plant or (iii) extension of the water line to serve the Property; or more than fifty percent (50%) higher than the original estimate for On-Site Soils Removal Work. In the event the Town exercises such termination right, the Town shall return all deposits in excess of the initial bid deposit paid by Successful RFP Respondent under the Land Disposition Agreement.

9. Adjustments Protocol

If any adjustment(s) are made to the Existing Site Conditions Work estimate(s), and therefore the Net Purchase Price, per Section A.8 above, the Successful RFP Respondent shall track the actual costs of such adjusted Existing Site Conditions Work, and if such actual costs are less than the amount of the increased estimate(s) for such Existing Site Conditions Work, then any such difference shall be paid to the Town within sixty (60) days of completion of construction as an addition to the Net Purchase Price. This protocol will ensure that any adjustments made to the Net Purchase Price are proper based on actual quantifiable costs and data and not purely on revised estimates or representations.

10. Submission Process and Submission Deadline

Sealed proposals will be received at the following address until 3:00 PM on June 21, 2016:

Office of the Board of Selectmen, 1st Floor
Town of Wayland, Wayland Town Building
Attn: Elizabeth Doucette, MCPPO
41 Cochituate Road
Wayland, MA 01778

Regardless of the cause of delay, RFP Responses submitted after the deadline for submission will not be accepted. It is the responsibility of each RFP Respondent to ensure

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the receipt of its RFP Response by the Town before the specified deadline. No email submissions shall be accepted.

The Town may in its discretion extend the deadline for submission for all RFP Respondents by a written Addendum to the RFP issued before the deadline for submission.

Each RFP Respondent must submit one original and fifteen (15) hard copies of its Response and one copy of the RFP Response in PDF Format on disk or portable drive in a sealed package, plainly marked on the outside "River's Edge RFP - Proposal for Disposition of Town Property." **Within the sealed package, an original, fifteen (15) copies and PDF copy of the Price Summary Form (described below) must be contained in a separate sealed envelope plainly marked on the outside of this second envelope "River's Edge RFP - Price Summary Form."**

RFP Respondents may correct, modify or withdraw proposals, in writing only, prior to the RFP submission deadline. Corrections, modifications and withdrawals must be in a sealed envelope when submitted. The envelope must be plainly marked on the outside as appropriate: "[Correction/Modification/Withdrawal] to River's Edge RFP - Proposal for Disposition of Town Property." One original, fifteen (15) hard copies and one electronic copy of the correction must be provided. A correction, modification or withdrawal to the Price Summary Form must be further enclosed in a separate sealed envelope plainly marked on the outside of the second envelope as appropriate: "[Correction/Modification/Withdrawal] River's Edge RFP - Price Summary Form."

All proposals must remain in effect for a period of one year from the deadline for submission, or until the disposition has been effectuated, or this Request for Proposals is cancelled, whichever occurs first. This time period may be extended with the agreement of the Town and the RFP Respondent. RFP Respondents must meet all minimum evaluation criteria, must complete all required forms and must include all required documents.

11. Disclaimers and Caveats

Each prospective RFP Respondent should consult with qualified professionals, review all information, data and documents provided or referenced in this RFP and any other information, data and documents considered relevant by the RFP Respondent, and conduct its own due diligence investigations to determine for itself the condition and suitability of the Property for the Project.

The Town has attempted in this RFP to be accurate, but Town is not responsible for any errors herein.

All proposals and inter-agency or intra-agency communications made in connection with an evaluation process for reviewing proposals shall be subject to the Massachusetts public records law which, in M.G.L. c. 4, § 7(26)(h), exempts from the definition of public records "proposals and bids to enter into any contract or agreement until the time for the opening of bids in the case of proposals or bids to be opened publicly, and until the time for the receipt of bids or proposals has expired in all other cases; and inter-agency or intra-agency communications made in connection with an evaluation process for reviewing bids or proposals, prior to a decision to enter into negotiations with or to award a contract to, a particular person."

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The award of this contract is subject to M.G.L. c. 30B, § 16, and to Articles 15 and 16 adopted at the 2014 Wayland Annual Town Meeting (Exhibits 3.1 and 3.2).

The Town's Disposition of the Property is subject to approval of the Town Board of Selectmen.

B. The Property Subject to the RFP

1. Property Information

The Town has assembled the background information below concerning the Property from a variety of sources. The Town makes no representation or warranty, express or implied, as to the accuracy or completeness of the information provided or referenced in this RFP, in its Exhibits, in any Addenda hereto, on the Town's website,³ in marketing information concerning the Property and the Town, or in public records available from the Town (collectively the "Property Information"). The Town assumes no liability for any inaccuracy or incompleteness of the Property Information.

Each RFP Respondent assumes all risk in connection with the use of the Property Information. By responding to the RFP, the RFP Respondent on behalf of itself and its parents, subsidiaries, affiliates, officers, directors, members, managers, predecessors, successors, contractors, subcontractors, assigns, agents, and representatives agrees to release the Town of Wayland and its boards, commissions, officials, employees, agents, and representatives from any liability whatsoever arising out of or in connection with the use of the Property Information by the RFP Respondent.

2. Property Description

The Property that is the subject of this RFP consists of 8.24 ± acres of land with the buildings and improvements thereon situated in Wayland, MA and shown as "Lot A", Lot C" and "Lot E" on an Approval Not Required Plan ("ANR Plan," Exhibit 4.1) dated June 1, 2015 endorsed by the Wayland Planning Board on June 2, 2015 (the "Property"). The ANR Plan will be recorded by the Town in the Middlesex South Registry of Deeds (the "Registry") prior to or in connection with the conveyance of the Property to the Successful RFP Bidder. The Property is located at 484-490 Boston Post Road, Wayland, MA; it comprises a portion of the land shown on Wayland Assessors Map/Parcels 22-3, 22-6 and 22-7 (Exhibit 4.2); and it consists together of the following:

- a. Lot A: A 3.28 ± acre portion of the 7.63 ± acre parcel known as and numbered 490 Boston Post Road, Wayland, MA, which parcel was acquired by the Town by an Order of Taking dated January 11, 1971 and recorded with the Registry in Book 11943, Page 420 and is shown on the plan recorded in the Registry as Plan Number 27 of 1971 (collectively Exhibit 4.3);
- b. Lot E: A 4.49 ± acre portion of the 4.6 ± acre parcel shown as Lot A on the plan recorded in the Registry as Plan Number 482 of 1978, which parcel was acquired by the Town by Order of Taking dated May 15, 1978 and recorded with the Registry in Book 13443, Page 177 (collectively Exhibit 4.4); and

³ The following information is on the web: (a) the 2014 Annual Town Meeting Warrant is available at http://www.wayland.ma.us/Pages/WaylandMA_Selectmen/ATMWarrant2014.pdf; background information concerning Article 15 (Exhibit 3.1) and 16 (Exhibit 3.2) for the 2014 Annual Town Meeting is available at http://www.wayland.ma.us/Pages/WaylandMA_BComm/Econ/ATM2014; and other information concerning the Property, background information, and a prior (unsuccessful) 2013 Annual Town Meeting is available at http://www.wayland.ma.us/Pages/WaylandMA_BComm/Econ/RiversEdge.

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- c. Lot C: A $.47 \pm$ acre portion of the $1.0 \pm$ acre parcel described in an Order of Taking dated November 15, 1965 and recorded with the Registry in Book 11003, Page 389 and shown on the plan recorded in the Registry as Plan Number 1582 of 1965 (collectively Exhibit 4.5), not including those portions of said parcel (i) comprising the private access way running from Boston Post Road (Route 20) to other property of the Town of Wayland shown as Assessors' Map/Parcels 22-5, 22-3, 17-8 and 22-4 (the "Access Road") or (ii) situated easterly of the Access Road.

The Property is the subject of a Motion re Surplus Declaration and Transfer of Custody pursuant to M.G.L. c. 40, § 15A, by the Wayland Board of Public Works approved June 9, 2015 (Exhibit 4.6). The Property will be conveyed in its "as is" condition, with all faults, without any representation or warranties and subject to and with the benefit of any easements and restrictions of record.



3. **Access**

The Property has approximately $732.45 \pm$ feet of frontage on Boston Post Road (Massachusetts Route 20). The Property will be conveyed with the benefit of a non-exclusive access easement from Boston Post Road over a portion of the Access Road

(shown on the ANR Plan), in a location determined by the Town, for all purposes for which public ways are used in the Town (the "Access Easement Area"). The Town anticipates that the Access Easement Area will be the primary means of access and egress between Boston Post Road and the Property. Any other curb cut onto Route 20 will require approvals from the Town and the Massachusetts Department of Transportation and any other permits required by law.

The Successful RFP Respondent shall be responsible for designing, permitting, constructing and maintaining all necessary improvements to the Access Road, the Access Easement Area, and the intersection of the Access Road with Route 20 to accommodate the rental housing development that is the subject of this RFP. The Town reserves the right, but is under no obligation, to lay out and accept as a public way all or any portion of the Access Road serving the Property.

4. Existing Buildings and Improvements

A portion of the Property was previously used as the Wayland/Sudbury Septage Facility which was decommissioned in or about 2009. There continue to exist various buildings, structures, improvements, foundations, pipes, tanks, fixtures and equipment on and under the Property associated with that use. In preparation for construction of the rental housing project under this RFP, the Successful RFP Respondent shall be responsible for the demolition, removal, recycling and/or proper disposal of all buildings, structures, improvements, foundations, pipes, tanks, fixtures, equipment and demolition debris situated on and under the Property, including without limitation the entirety of such Septage Facility (collectively the "Demolition Work").

Each RFP Respondent shall provide with its RFP Response a specific estimate as to the cost of this Demolition Work, and upon completion, documentation of actual cost of the Demolition Work shall be provided, as described more fully in Section E.3.

5. Zoning

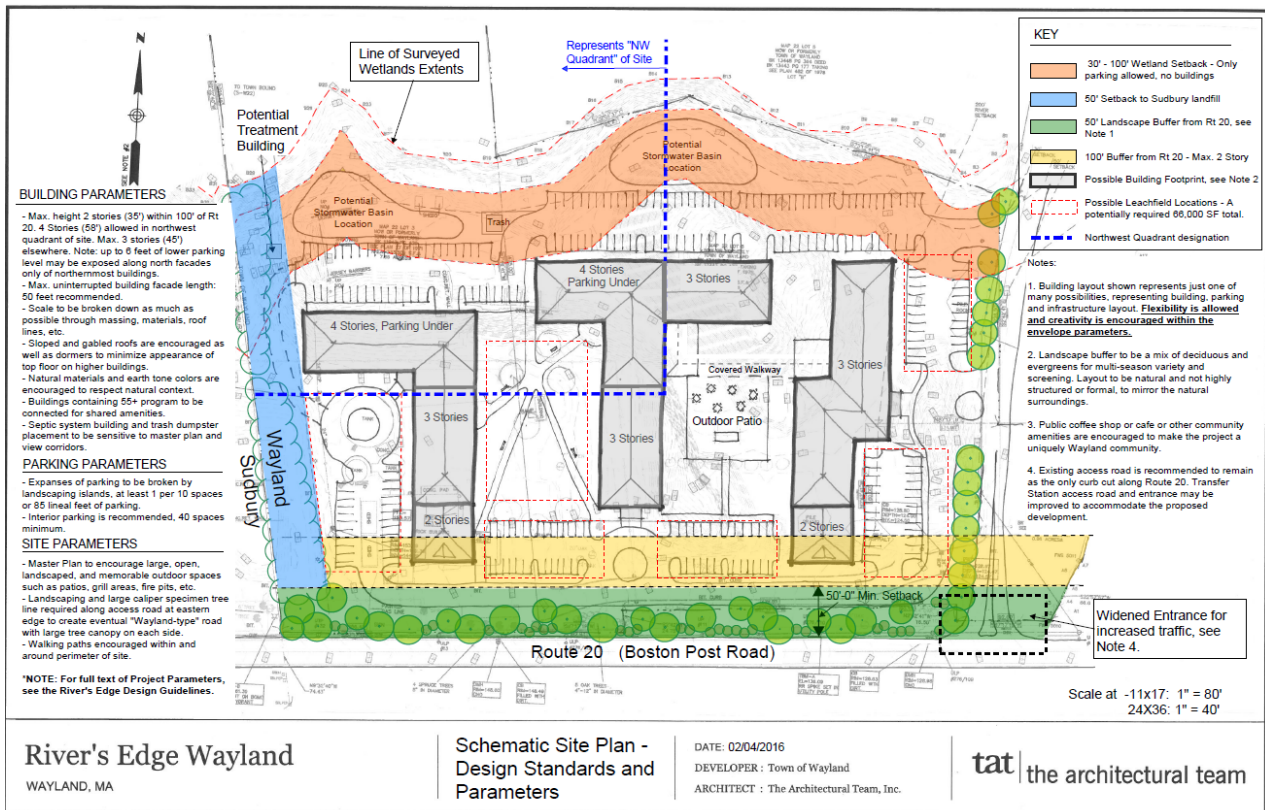
Portions of the Property are located in two underlying Zoning Districts (Residence District and Refuse Disposal Districts) and three Zoning Overlay Districts (the Municipal Service District, the Wireless Communications District, and the River's Edge Housing Overlay District ("REHOD")) under the Town's Zoning Bylaw. The REHOD was adopted under Article 15 of the 2014 Annual Town Meeting (Exhibit 3.1).

The purpose of the REHOD is to "increase the supply of housing in the Town of Wayland that is available to and affordable by low-income and moderate-income households which might otherwise have difficulty in finding housing in Wayland, and to ensure that such housing is affordable over the long term and provided in accordance with the Wayland Master Plan and the Town's Affordable Housing Production Plan." See Exhibit 3.1, § 198-2501.1. Multi-Family Affordable and Market-Rate Housing Dwelling Units are permitted, as of right, in the REHOD, subject to site plan approval issued by the Planning Board pursuant to the Zoning Bylaw. See Exhibit 3.1, § 2504.1.1.

The zoning provides massing, height, parking and other criteria for the Property. To help visually summarize the general zoning envelope as well as wetlands affecting the site, a schematic site plan, below, is attached as Exhibit 5.2. This plan is for illustrative purposes only, and the building layout shown provides just one example of many potential layouts of the Project which would meet the criteria. Each RFP Respondent should consult the REHOD zoning requirements, Design Guidelines, and Section B.12 of this RFP regarding

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Wetlands for specific detail and requirements, to shape and form its Project Design to best meet such requirements.



*River's Edge Site Schematic Plan. Use creativity in site layout; the plan shown is just one example.
For full size see Exhibit 5.2*

6. Local Permitting

By adopting the REHOD zoning described above and by taking the other steps described in this RFP, the Town has taken significant steps to streamline local permitting required for the Project. The Successful RFP Respondent must, at its cost, obtain all remaining federal, state and local governmental permits and approvals that may be required for the Project. The following is a brief overview of where the Project stands relative to local permitting:

- **Town Meeting:** The Wayland Town Meeting has approved the REHOD zoning and the transfer and disposition of the Property. See Exhibits 3.1 and 3.2.
- **Planning Board:** Per the REHOD zoning (Exhibit 3.1), once selected, the Successful RFP Respondent need only obtain Site Plan Approval from the Planning Board. If the Successful RFP Respondent seeks to divide or subdivide the Property to develop its Project, additional Planning Board approval would be required in the form of a subdivision plan or an approval not required (ANR) plan.
- **Zoning Board of Appeals:** As long as the Successful RFP Respondent designs the Project in compliance with the approved REHOD zoning, no discretionary special permits, variances or other zoning relief would be required from the Zoning Board of Appeals. Because the Project will be developed under the REHOD zoning with Local

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Action Units developed under the Department of Housing and Community Development's ("DHCD's") Local Initiative Program, there will be no comprehensive permit for the Project. See below.

- Wayland Historic District Commission: The Property is located outside Wayland's two local historic districts, the Wayland Center Historic District at the historic center of town and the Bow Road Historic District just north of the Town Center. Therefore, the Project would not require an approval from the Wayland Historic District Commission.
- Wayland Historical Commission: The Property has been confirmed not to have historic significance, as set forth in the letter from the Wayland Historical Commission dated March 28, 2015 included as Exhibit 10.1. The Project will not require further approval from the Wayland Historical Commission.
- Wayland Conservation Commission: The Town has undertaken considerable work to identify wetlands and riverfront delineations in advance. An Abbreviated Notice of Resource Area Delineation ("ANRAD") was filed with the Wayland Conservation Commission and an Order of Resource Area Delineation ("ORAD") was issued by the Conservation Commission for the Property on June 16, 2015 (Exhibit 7.1). See Wetlands discussion, below. Depending on the Successful RFP Respondent's design of the Project in relation to any wetland and riverfront resource areas delineated in the ORAD, the Project will likely require project-specific review and approval by the Conservation Commission in accordance with the ORAD.
- Board of Health: The Successful RFP Respondent must comply with all applicable health codes for completion of the Project, including any septage/sewer system review and/or irrigation well installation review.
- Building Department: The Successful RFP Respondent must comply with all applicable and customary building, electrical, plumbing and similar codes for completion of the Project.
- Board of Public Works: Design details for a curb cut on the Access Road, and design details for any extension or tie-in to Wayland Town Water, must be reviewed and approved by the Board of Public Works.

For review of utilities and infrastructure work required beyond the Property, see Section B.8 (Utilities) and Section B.9 (Infrastructure) below.

The foregoing is a general summary to orient RFP Respondents to local permitting in the Town. Each RFP Respondent should consult with its own counsel to confirm all federal, state and local governmental permits and approvals that may be required for the Project.

7. Taxes

Current and historical tax rates for the Town of Wayland are posted on the Town's website at http://www.wayland.ma.us/Pages/WaylandMA_Treasurer/taxinfo.

Currently in Wayland, there are no sizable market rate rental housing projects on the local real estate tax inventory, so there is no direct precedent from which RFP Respondents may extrapolate tax expenses for the Project. To assist Respondents, the Town anticipates that the Assessor's Office will set future valuation based on valuation methodology in comparable communities, and current estimated criteria are as outlined below. These criteria are subject to change by the time of actual first assessment valuation, based on

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market conditions. However, to complete the required pro forma and estimated tax revenue forms to be submitted with the RFP Response (*see* Attachments to Exhibit 1.2), RFP Respondents should assume the following information:

- The current tax rate in Wayland for FY2016 is \$17.34 per thousand.
- For property valuation immediately upon conveyance, the land value will be set at the purchase price of the Property, and taxes will be calculated and paid per Exhibit 1.7 Commitment for Payment in Lieu of Property Taxes as required by state law for previously municipally-owned properties.
- Thereafter, the Property will be assessed based on the land value plus the value of any improvements as of June 30 of any given year for the following fiscal year, until such time as the Property becomes operational in full or in part.
- When the Property becomes operational in full or in part, property valuation for the completed/operational portion of the Property will be set as of the date of the Certificate of Occupancy, with assessment based on Net Operating Income before Debt Service (NOI) divided by a cap rate of 8%. NOI will be calculated as gross rental revenues, less 5% vacancy, less 35% expenses. This assessment will apply for completed portions of the Property and the value of land plus improvements will apply for the portions still under construction.

These uniform assumptions are non-binding, preliminary guidance and are provided solely for convenience to ensure ease of comparison between proposals in terms of their potential relative tax revenue from the Project. Nothing in this RFP shall define, set, warrant or represent the Town's tax rate or tax assessment of the Property or related parameters for the Property now or in the future; and the actual figures therefor may vary significantly from these assumptions.

8. Utilities - Natural Gas and Electricity

NSTAR (now Eversource) serves the Wayland community.⁴ The Successful RFP Respondent shall be responsible for obtaining and paying for all utility connections and usage concerning the Property and the Project.

Electricity connections are available in the public way (Route 20) directly abutting the Property.⁵

Natural gas is available in the public way on the opposite side of Route 20 from the Property. The RFP Respondent should investigate the opportunities to connect the Property to natural gas if desired.

9. Water and Sewer Infrastructure

Public Water and Sewer are not available in the public way (Route 20) abutting the Property; and the Property will be conveyed subject to a restriction that there shall be no

⁴ See <http://www.eversource.com>

⁵ Electricity from solar panels located next door at the Sudbury landfill may be available for use at the River's Edge Property. The Successful RFP Respondent may want to contact the Town of Sudbury during the due diligence period to investigate whether such electrical power usage makes sense for both parties.

drinking water-wells installed at the Property.

The RFP Respondent shall be solely responsible for all costs and expenses for the Water Main Extension and the On-Site Package Treatment Plant described below:

- **Water Main Extension:**

Tata & Howard, Inc. has prepared a Feasibility Study for Potable Water Supply for the proposed River's Edge Development dated May 13, 2015 ("Feasibility Study ") (Exhibit 8.2). The Feasibility Study was conducted to estimate the available flow and pressure in the vicinity of the proposed development and determine the adequacy of the existing water supply to meet the demands of the proposed development. The Feasibility Study concludes in part (at page 13):

"By using the hydrant elevation and the length, diameter, and material of the proposed water main, it is estimated that the proposed hydrant at the entrance of the proposed River's Edge Development will have an estimated available flow of 1,950 gpm while maintaining 20 psi. Based on existing supply conditions, a surplus is estimated compared to existing flow conditions and projected system demands. The surplus of water for existing and projected demand conditions makes it feasible to supply water to the proposed River's Edge Development under the current WMA permit."

The Successful RFP Respondent will be responsible for hiring a qualified fire protection engineer to design the specific fire flow for its proposed River's Edge Development.

As shown in the Utilities Plan in the Feasibility Study (Exhibit 8.2, Figure No. 1) and on the Existing Conditions Survey for 484-490 Boston Post Road provided as RFP Exhibit 8.1, the closest existing Wayland public water supply main is located at Wayland Town Center (Andrew Avenue) and Route 20, approximately 2,800 linear feet from the River's Edge site entrance. Any connection to and extension of the existing Wayland public water supply main is subject to the review and approval of the Town's Water Division. If approved, the point at which such connection would be made is defined as the "Water Main Connection Point."

The Successful RFP Respondent shall pay all costs and expenses to (a) design and construct the necessary water main extension, connections and supporting infrastructure from the Water Main Connection Point to the Property (collectively the "Water Main Extension"); (b) obtain all necessary governmental permits and approvals for the Water Main Extension and to connect the Property to the Water Main Extension; (c) design and construct all water supply infrastructure from the terminus of the Water Main Extension into and within the Property; and (d) pay all applicable water betterments, assessments, connection fees and water usage rates.⁶ Successful RFP Respondent shall not be responsible for any ongoing maintenance of the Water Main Extension outside the boundary of the Property.

It should be noted that this Water Main Extension will include crossing the Sudbury River along Route 20. The Sudbury River basin in this area is a portion of the Great Meadows Wildlife Sanctuary, managed by the National Park Service (NPS). It is the

⁶ Current Wayland water rates and connection fees are included in Exhibit 8.3.

Town's understanding from meetings with Sudbury Rivershed stakeholders that current preferred NPS protocol for river crossings is to utilize directional drilling rather than surface or above-grade (bridge-attached), and the RFP Respondent should assume that any river crossing at the existing bridge location should utilize this methodology unless otherwise coordinated with NPS.

a. **Public Water Alternative:**

As an alternate to the RFP Respondent constructing the Water Main Extension, the Town, at its sole and exclusive option, and as may be contingent on and subject to the limits and conditions of any State funding provided to the Town for this purpose, may design and construct the Water Main Extension (instead of the RFP Respondent). RFP Respondent shall provide in its response the projected costs for the design and installation of the Water Main Extension by the RFP Respondent. If the Town elects to design and install the Water Main Extension, the RFP Respondent shall pay to the Town the RFP Respondent's projected costs for the design and installation of the Water Main Extension, as an addition to the Purchase Price.

• **On-Site Package Treatment Plant:**

Because there is no public sewer serving the Property, the Successful RFP Respondent shall pay all costs and expenses to obtain all necessary governmental permits and approvals for and to design, construct, operate and maintain an on-site package treatment plant and associated piping, leaching fields and infrastructure for the Project (collectively the "On-Site Package Treatment Plant"). Approval of an on-site wastewater treatment plan can be required by both the Massachusetts Department of Environmental Protection ("DEP") and the Wayland Board of Health, depending on the specifics of the plan.⁷ The Successful RFP Respondent shall also be responsible for designing and constructing all wastewater infrastructure within the Property.

Approvals for any On-site Package Treatment Plant shall include a groundwater discharge permit with the DEP. DEP has suggested a preliminary list of background testing parameters which will likely be required for this site for the groundwater discharge permit purposes; this list is included in this RFP for informational purposes as Exhibit 6.7.

10. **Traffic**

Preliminary traffic analysis prepared by the Town's consultants for a project generally of the size anticipated by this RFP is included as Exhibit 10.2. Based on this analysis and review of MEPA requirements, the Project (based on 150 - 190 housing units) approaches the MEPA transportation review threshold in 301 CMR 11.03(6). Each RFP Respondent should carefully review its proposed Project in the context of the MEPA transportation review threshold (and any other applicable MEPA review threshold) and should be aware of sizing implications.

⁷ In addition, soil testing for suitability of any on-site sewage disposal system(s) must be witnessed by the Wayland Board of Health. Preliminary test pits were completed by the Town's consultant and are included for informational purposes only as Exhibit 6-8. The Successful RFP Respondent is responsible for conducting any necessary testing for the design, permitting, construction, operation and maintenance of any On-Site Package Treatment Plant as may be required for the Project.

For example, if the Project includes 25% senior housing, requirements suggest it may trigger the MEPA transportation review threshold if there are over 161 units in the Project; conversely, if the Project includes the maximum of 190 units, it may trigger the MEPA transportation review threshold if less than 51% of the units in the Project are age-restricted units. Each RFP Respondent should carefully review the MEPA thresholds as to its proposed Project with its permitting and/or traffic consultants.

11. Environmental

The Town's environmental consultant, Tighe & Bond, has completed a Phase I Environmental Site Assessment and a Limited Phase II Investigation dated October 2012 (Exhibit 6.1), and an Update dated March 19, 2015 (Exhibit 6.2) in light of the 2014 amendments to the Massachusetts Contingency Plan.

The Town in 2015 also completed follow-up testing of prior monitoring wells as requested by DEP to clarify prior inconsistent data recorded in last rounds of testing of the prior Septage Facility (Exhibit 6.3a; see also Exhibit 6.3b for the locations of the monitoring wells at the Septage Facility and Exhibit 6.3c for monitoring well test results from 2008 and 2009). The prior inconsistent data was confirmed to be apparently a typographical error; 2015 follow-up test results were consistent with prior long-term data.

These reports and updates identify a number of recognized environmental conditions associated with the Property (such as an area of former underground storage tanks with favorable test results, a hazardous waste storage shed, methane releases from the abutting Sudbury Landfill, arsenic concentrations in excess of a GW-1 standard, the presence of soil stockpiles, and leachable lead in soils from the Wayland firing range) and various data gaps associated with the Property and the recognized environmental conditions.

As part of its response, the Successful RFP Respondent must agree to

- (a) assess, contain, remove and remediate all pre-existing releases of oil and hazardous materials at or from the Property in accordance with General Laws Chapter 21E and the Massachusetts Contingency Plan to either a Permanent Solution with No Conditions or a Permanent Solution with Conditions
- (b) design, construct and operate the Project in such a way to evaluate and eliminate the risk of methane gas or other vapor intrusion from the Sudbury landfill or otherwise into the residential buildings and units consistent with a Permanent Solution involving No Significant Risk under General Laws Chapter 21E and the Massachusetts Contingency Plan, and
- (c) design, construct and operate the Project in such a way to achieve a condition of No Significant Risk to the Project's residents as to other recognized environmental conditions such as arsenic in groundwater (e.g. by prohibiting on-site drinking water wells, following DEP Best Management Practices for any potential recreational gardening on the Property such as raised or lined planting beds, and the like).

During the Due Diligence Period, and prior to Closing, the Town, at no additional cost, will reasonably cooperate with the Successful RFP Respondent's efforts and coordination with Massachusetts DEP to secure desired approvals or determinations regarding the Property.

As it pertains to the On-Site Soils Removal Work, by the end of the Due Diligence Period, Successful RFP Respondent may elect to continue to hold its fixed price for soils removal, or, as an additional option within the estimates adjustment process described in Section B.8, may elect to establish allowance(s) as to quantities, paired with unit pricing by type for the projected soils required to be removed from the Property under applicable law. Such unit pricing shall be fixed as of the end of the Due Diligence Period. The Successful RFP Respondent shall then complete the On-Site Soil Removal Work within the first ninety (90) days after the commencement of construction. The difference between estimated and actual quantities of soil removed shall be calculated based on the unit rates, and any value differential shall be paid to/from Buyer or Seller within sixty (60) days of completion of the On-Site Soil Removal Work. There shall be no further adjustment to the Net Purchase Price for any On-Site Soil Removal Work that occurs after 90 days after construction start.

12. Wetlands

Wetlands exist on and proximate to the Property. Wetlands and riverfront areas have been flagged and peer reviewed by the Town. An Abbreviated Notice of Resource Area Delineation ("ANRAD") was filed with the Wayland Conservation Commission, and the Commission has issued an Order of Resource Area Delineation ("ORAD") concerning the Property on June 16, 2015 (Exhibit 7.1). Depending on the Successful RFP Respondent's design of the Project in relation to any wetland and riverfront resource areas delineated in the ORAD, the Project will likely require additional review and approval by the Conservation Commission.

13. Site Assignment and Presumptive Approval of Proposed Use

A portion of the Property was designated over 35 years ago by the Massachusetts DEP, as part of a much larger area, to be able to be utilized for landfill purposes. The Property itself was not used for landfill purposes, however this designation, or "Site Assignment", remains (Exhibit 6.4; see also Exhibit 6.5, which is a permit dated June 16, 1980 from the Wayland Board of Health to operate a sanitary landfill at such portion of the Property)). A request for presumptive approval to allow the new River's Edge use was submitted to the DEP on July 14, 2015 (see Exhibit 6.6), and DEP did not object to such request within 45 days of the submittal of such request (i.e., August 31, 2015); therefore the proposed new River's Edge use has secured presumptive approval. . (Although the Site Assignment designation will stay in place, note no landfill uses will be allowed by the Town on the Property after conveyance.)

14. Fair Housing Act

The federal Fair Housing Act protects all residents from discrimination on the basis of race, color, national origin, religion, sex, handicap or familial status (families with children under the age of 18 living with parents or legal guardians; pregnant women and people trying to get custody of children under 18). Housing that meets the federal Fair Housing Act's definition of housing for older persons is exempt from the law's familial status requirements, provided that certain conditions are met. One of those exemptions concerns a project which houses at least one person who is 55 or older in at least 80 percent of the

occupied units, and which adheres to a policy that demonstrates intent to house persons who are 55 or older.⁸

The REHOD Zoning requires that a "minimum of twenty-five percent (25%) of all dwelling units shall be age restricted to a minimum of at least one occupant aged 55 or over." (See Exhibit 3.1, § 2506.6.1.) If an RFP Respondent proposes less than 80% age restricted units, the RFP Respondent must suitably address in its RFP Response how its proposal will be planned and executed to comply with the federal Fair Housing Act. The RFP Respondent may evaluate and propose any techniques it considers appropriate to develop its Project on the Property (e.g. a subdivision of the Property into an age restricted parcel and a non-age restricted parcel) as long as the Project is FHA-compliant.

If the RFP Respondent's proposal is not compliant with the Fair Housing Act, Respondent must clearly note this condition, describe how its proposal will otherwise meet the essence of the Town's goal of providing at least 25% of the housing to be constructed on the Property will be occupied by residents that are age 55 and over, and describe project aspects and amenities which will support residents that are 55 and over. RFP Respondents should be aware that a proposal that does not comply with the Fair Housing Act may require a change to the REHOD Zoning, which would in turn require the approval by two-thirds majority vote at Town Meeting. Although Town officials involved in the selection process may choose to support a potential change in the REHOD Zoning, zoning changes cannot be guaranteed by the Town.

15. Affordable Housing Requirements

The Project should be developed under DHCD's Local Initiative Program with Local Action Units developed pursuant to Site Plan Approval from the Planning Board under the REHOD Zoning Bylaw (Exhibit 3.1); and the Project must meet all regulatory requirements for 100% of the units in the Project to be eligible for inclusion on the Town's Subsidized Housing Inventory ("SHI").

The goal of the Town is to allow higher density development at the Property, so under no circumstances shall the Successful RFP Respondent (and its successors and assigns) file an application for a comprehensive permit for the Project pursuant to M.G.L. c. 40B, §§ 20—23 to achieve higher or lower density.

If for whatever reason a comprehensive permit is required to ensure that 100% of the units in the Project are eligible for inclusion in the Town's Subsidized Housing Inventory (e.g. as Local Initiative Program Units or under another affordable housing subsidy program), the Successful RFP Respondent may file an application, but only with Board of Selectmen consent, in its sole discretion.

All provisions described above shall run with the land.

Note the letter dated August 18, 2015 from Chrystal Kornegay, Undersecretary of the Commonwealth of Massachusetts Department of Housing and Community Development, to Rebecca Mattson Stanizzi, Chair of Wayland Economic Development Committee (a copy of which is attached as Exhibit 9.2), which confirms that the Project may be included in the Town's Subsidized Housing Inventory, notwithstanding the fact that the REHOD zoning by-law does not meet DHCD's current policy requiring a minimum number of three-bedroom

⁸ See http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/seniors.

units for new projects (a policy which was established by the Commonwealth by interagency agreement in early 2014, approximately the same time as REHOD zoning was finalized and approved at Town Meeting).

16. Respondent's Responsibility for Due Diligence

The RFP Respondent should undertake an independent review and analysis concerning the Property, its history and use, its physical conditions, environmental conditions, applicable zoning, governmental permits and approvals required for the Project, and all other development and legal considerations pertaining to the Property, the Work, and the proposed use.

The RFP Respondent shall submit with its RFP Response (a) a proposed Scope of Work for any on-site environmental and engineering investigations which the RFP Respondent proposes to conduct on or beneath the Property as part of the RFP Respondent's Due Diligence Investigations to be completed during the due diligence period provided for in the Land Disposition Agreement and, (b) a list of each governmental permit and approval the RFP Respondent reasonably anticipates is required for the Project (including without limitation whether MEPA review is likely to be required for the Project), the name of the issuing authority, and the proposed time frame for obtaining the governmental permits and approvals. See Section B.16 below.

The Town makes no representation or warranty with respect to the Property, including without limitation, the Town's title to the Property, the value, quality or character of the Property or its fitness or suitability for any particular use and/or the physical and environmental condition of the Property.

The Successful RFP Respondent, after the expiration of the 90-day Due Diligence Period, shall accept the Property on a strictly "as is" basis, with all faults, and without any warranty or obligation whatsoever on the part of Town.

17. Closing

The Land Disposition Agreement anticipates that Closing will occur within twelve (12) months of the execution of that agreement in order for the Successful RFP Respondent to obtain all final governmental permits and approvals ("Permitting") for the Project. The Land Disposition Agreement allots a nine (9) month Permitting period beyond the three (3) month Due Diligence Period to complete these milestones, with the potential for certain additional extensions based on (a) the payment of additional deposit amounts, (b) the institution of third party appeals or delays of required permits beyond the Successful RFP Respondent's control (provided that the Successful RFP Respondent diligently defends or settles the appeals or diligently pursues required permits), or (c) the exercise of discretion of the Board of Selectmen.

To ensure that the Project is diligently pursued and ultimately viable, the Successful RFP Respondent must provide with its RFP Response a realistic proposed schedule for permitting and any exceptions the Successful RFP Respondent may have to the Closing timeframe set forth in the Land Disposition Agreement and the possible extensions thereof. See Section E.8 and Exhibit 1.3.

C. Evaluation of Proposals

The Town will review all proposals received by the filing deadline in accordance with the Minimum Threshold Criteria and Comparative Evaluation Criteria in Section G and the following procedure:

- Proposals meeting the Minimum Threshold Criteria will initially be evaluated and rated by the Town's River's Edge Advisory Committee (the "Committee") according to the Comparative Evaluation Criteria set forth in this Section G to the RFP.
- The Committee will make its recommendations to the Town's Board of Selectmen.
- The Town's Board of Selectmen will select the most advantageous proposal from the responsible and responsive RFP Respondents, taking into consideration the Comparative Evaluation Criteria (including without limitation price), the Committee's recommendations, and the Board's own judgment as to which RFP Respondent best meets the Comparative Evaluation Criteria.
- The Town will notify all RFP Respondents in writing of the Board of Selectmen's decision.

The Town reserves the right to accept or reject any or all proposals if the Town determines that it is in its best interests to do so. The Town reserves the right to waive any informalities in a proposal and to accept the proposal for processing when deemed to be in the best interest of Town. The Town reserves the right to make an award as deemed to be in the best interests of the Town.

The Town reserves the right but is under no obligation to interview RFP Respondents after the opening of Proposals but before issuing a Notice of Award. Interviews may be conducted by the Committee (at its option), by the Board of Selectmen (at its option) or not at all. Interviews may be taped or videotaped at the Town's option. If interviews are conducted, interviewees will be evaluated in accordance with Evaluation Criterion G (2)(h).

The Town reserves the right to seek additional information from any RFP Respondent after the opening of Proposals but before issuing a Notice of Award or entering into a Land Disposition Agreement. The Town reserves the right to reject any proposal if Town deems it to be in the best interests of Town, and to award the Land Disposition Agreement to the next qualified respondent.

D. Land Disposition Agreement

The Successful RFP Respondent will have thirty (30) days from the receipt of a Notice of Award from Town to execute the Land Disposition Agreement for the Sale and Redevelopment of the Property (the "Land Disposition Agreement" or "LDA") substantially in the form set forth in Exhibit 2.1, and the agreements requiring execution referenced as exhibits therein, all with such mutually acceptable amendments (if any) as are approved by the Town's Board of Selectmen. The agreements requiring execution referenced in the LDA are as follows:

- Escrow Agreement (RFP Exhibit 2.2);
- Right of Entry and License Agreement (RFP Exhibit 2.3);
- Reserved Easement Agreement (RFP Exhibit 2.4); and
- Repurchase Agreement (RFP Exhibit 2.5).

If an RFP Respondent takes exception to any substantive provision(s) of the proposed Land Disposition Agreement (Exhibit 2.1) or any of the documents listed above, the RFP Respondent must identify with specificity in its RFP Response the provision to which exception is taken, and the basis for the exception. It is preferable, although not required, that the RFP Respondent also provide proposed alternative language or provision to address that exception, by providing a redlined copy of such document(s) with its response.

The Town's Board of Selectmen reserves the right to accept, reject, or negotiate proposed amendments to resolve any such proposed exceptions or changes to the Land Disposition Agreement (Exhibit 2.1), Escrow Agreement (Exhibit 2.2), Right of Entry and License Agreement (Exhibit 2.3), Reserved Easement Agreement (Exhibit 2.4), or Repurchase Agreement (RFP Exhibit 2.5), at any time before the Board's execution thereof.

If the Successful RFP Respondent fails to execute the Land Disposition Agreement and Exhibits 2.2-2.5 within thirty (30) days of Notice of Award (or within any extension to which Town may agree in writing), the Town may cancel the Notice of Award and select the next most advantageous offer. If the Successful RFP Respondent fails to close on the acquisition of the Property pursuant to the Land Disposition Agreement, the Town may terminate the Land Disposition Agreement and its exhibits pursuant to their terms, cancel the Notice of Award, retain the Deposit under the Land Disposition Agreement, and select the next most advantageous offer.

E. Specific Terms, Conditions and Restrictions on Use of the Property

Pursuant to M.G.L. c. 30B, § 16, the Town sets the following terms, conditions and restrictions on the Successful RFP Respondent's use of the Property pursuant to the RFP:

1. The Project and the Work

After acquiring the Property, the Successful RFP Respondent shall, at its sole cost and expense, perform and complete all work necessary for the design and construction of the multi-family rental housing development project on the Property, together with related improvements, as approved by the Board of Selectmen in the Notice of Award (the "Project"). All work relative to the Project shall be completed in compliance with the following requirements, plans, permits and approvals, and in general conformance with the spirit and intent of the following River's Edge Design Guidelines (collectively the "Work"):

- i. The requirements of the Wayland Zoning Bylaw relative to the River's Edge Housing Overlay District (REHOD) as adopted under Article 15 at the 2014 Wayland Annual Town Meeting (Exhibit 3.1);
- ii. The requirements of all required governmental permits and approvals for the Project;
- iii. The requirements of the final, executed Land Disposition Agreement;
- iv. The requirements of this RFP and any Addenda hereto;
- v. The conceptual Site Plan, Schematic Architectural Drawings, and Building Elevations and/or Renderings and other Proposal materials submitted by the Successful RFP Respondent and approved by the Board of Selectmen in the Notice of Award together with such amendments to the conceptual Site Plan, Architectural Drawings, and Building Elevations and other Proposal materials as the Town may approve during the course of the disposition of the Property; and
- vi. The River's Edge Design Guidelines (Exhibit 5.1).

Without limitation, after acquiring the Property, the Successful RFP Respondent shall, at its sole cost and expense, perform and complete the following Work related to the Project:

- a) Demolish, remove, recycle and/or properly dispose of all buildings, structures, improvements, foundations, pipes, tanks, fixtures, equipment and demolition debris on or under the Property (collectively, the "Demolition Work").
- b) Assess, contain, remove and/or remediate all pre-existing releases of oil and hazardous materials at the Property in accordance with General Laws Chapter 21E and the Massachusetts Contingency Plan to either a Permanent Solution with No Conditions or a Permanent Solution with such Conditions as are acceptable to the Town's Board of Selectmen ("Environmental Remediation").
- c) Design, construct and operate the Project in such a way to evaluate and eliminate the risk of methane gas or other vapor intrusion from the Sudbury landfill or otherwise into the residential buildings and units consistent with a Permanent

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Solution involving No Significant Risk under General Laws Chapter 21E and the Massachusetts Contingency Plan. ("Environmental Mitigation").

d) Design, construct and operate the Project in such a way to achieve a condition of No Significant Risk to Project residents as to other recognized environmental conditions such as arsenic in groundwater (e.g. by prohibiting on-site drinking water wells, following DEP Best Management Practices for any gardening on the Property, and the like).

e) Obtain all governmental licenses, permits, approvals and other relief required for the Project, the Work, the Demolition Work, the Environmental Remediation, the Environmental Mitigation, and all other Work necessary for the development and use of the rental housing project pursuant to this RFP, including compliance with DHCD's Local Initiative Program as specified in Section B.15 above.

f) Comply with all applicable laws, bylaws, rules and regulations with respect to the Project, the Work, the Demolition Work, the Environmental Remediation, the Environmental Mitigation, and all other activities necessary for the development and use of the rental housing project pursuant to this RFP.

The RFP Respondent will, if awarded the Project, engage a contractor licensed by the Commonwealth of Massachusetts as a Construction Supervisor to supervise all construction on the Project and will engage a Massachusetts Licensed Site Professional to supervise all Environmental Remediation and Environmental Mitigation on the Property.

2. Costs and Expenses

The Successful RFP Respondent shall be solely responsible for all costs and expenses arising out of or related to the RFP Response, Due Diligence Investigations, the Land Disposition Agreement, the Project, the Work, the Demolition Work, the Environmental Remediation, the Environmental Mitigation, and all other activities necessary, proper, or incidental to the redevelopment and use of the Property for the rental housing project pursuant to this RFP.⁹ Without limitation, the Successful RFP Respondent shall be solely responsible for all costs and expenses of (a) the design, permitting and construction of the new buildings and improvements, the installation of all utilities and site work required for the proposed housing use, and any other measures necessary to construct and occupy the Project in compliance with the RFP, the Land Disposition Agreement and all applicable federal, state and local laws, ordinances, rules, regulations and codes for the proposed use, (b) all products, materials, tools, equipment, fixtures, relating thereto, (c) all contractors, subcontractors, architects, engineers, project managers, construction managers, attorneys, consultants relating thereto.

3. Costs of Demolition Work for the Former Wayland/Sudbury Septage Facility

The Town of Wayland has an Inter-Municipal Agreement ("IMA") with the Town of Sudbury whereby the Town of Sudbury must reimburse the Town of Wayland for a portion of the actual costs of the Demolition Work for the former the Wayland/Sudbury Septage Facility

⁹ In the limited circumstance in which the Town opts to design and construct the Water Main Extension, the Town may in its sole and exclusive discretion agree, in a separate written agreement, to undertake certain costs of water utility infrastructure work. See Section B.9 above.

on a portion of the Property. For this reason, each RFP Respondent shall include with its RFP Response an estimate for the costs of the Demolition Work. The IMA expires on June 4, 2017. The Town executed an early termination of the IMA with the Town of Sudbury in October 2015 and the Successful RFP Respondent may proceed to demolish the Wayland/Sudbury Septage Facility following the closing of its acquisition of the Property without regard to such expiration date.

The Successful RFP Respondent shall separately track and account for all costs and expenses actually incurred for the Demolition Work for the former the Wayland/Sudbury Septage Facility. Within forty-five (45) days of completing that Demolition Work, the Successful RFP Respondent shall provide to the Wayland Town Administrator a detailed accounting of all costs of the Demolition Work, including all supporting documents reasonably necessary to substantiate those costs. The Successful RFP Respondent shall cooperate with the Town of Wayland's efforts to recover the applicable portion of the costs of the Demolition Work from the Town of Sudbury, if applicable, to ensure that the purpose of the IMA is met.

The Successful RFP Respondent waives any claim it allegedly may have now or in the future with respect to any reimbursement paid by the Town of Sudbury to the Town of Wayland with respect to the Demolition Work costs and expenses.

4. Release and Indemnity

The Successful RFP Respondent on behalf of itself and its parents, subsidiaries, affiliates, officers, directors, members, managers, predecessors, successors, contractors, subcontractors, assigns, agents, and representatives shall release, defend, indemnify and hold harmless the Town of Wayland and its boards, commissions, officials, employees, agents, and representatives from and against any and all claims, damages, liabilities, losses, penalties, costs, expenses and fees (including without limitation reasonable legal fees and expert fees) arising out of or relating to the condition of the Property, any release of oil or hazardous materials to, at or from the Property, the Property Information, the Due Diligence, the Project, the Work, the Demolition Work, the Environmental Remediation, the Environmental Mitigation, and all other activities necessary, proper, or incidental to the redevelopment and use of the Property for the rental housing project pursuant to this RFP.

5. Performance Standards

The Successful RFP Respondent shall perform and complete the Work in a good, workmanlike and commercially reasonable manner, in compliance with good engineering and construction practices, using all new or suitable recycled materials, and in conformance with the standard of diligence and care normally employed by a duly qualified persons in the performance of comparable work, in accordance with generally accepted practices appropriate to the activities undertaken in the greater Boston area, and in accordance with the requirements of all applicable laws, ordinances, codes, orders, rules and regulations of all governmental authorities, agencies or departments with jurisdiction.

The Successful RFP Respondent shall take all reasonably necessary measures to (i) minimize dust, noise and construction traffic, (ii) minimize any damage, disruption or inconvenience caused by the Work, and (iii) make adequate provision for the safety and convenience of all persons affected thereby and to properly police same. Dust, noise and other effects of such work shall be controlled using commercially accepted methods customarily utilized in order to control deleterious effects associated with construction projects in a populated or developed area.

6. Rental, Senior and Affordable Housing Requirements

The Town has established the following rental, senior and affordable housing goals and requirements for the use of the Property, which shall be incorporated as perpetual terms, conditions and restrictions on the Successful RFP Respondent's use of the Property:

- a. The Project shall consist of between 150 and 190 residential units.
- b. One hundred percent (100%) of the units shall be rental units.
- c. Per the REHOD, at least 25% of the units shall be 55+ age-restricted units. Up to 25% of the age-restricted units may be assisted living units, as long as all such units are eligible for inclusion in the Town's Subsidized Housing Inventory as described below. Any exceptions to this zoning requirement must be noted per Section B.14.
- d. Per the REHOD, at least 25% of the units shall be affordable units for occupancy by persons or households whose aggregate family income does not exceed 80% of Area Median Income ("AMI"), as established by the United States Department of Housing and Urban Development.
- e. The affordable units shall be distributed proportionally (by type, size and location) between and among the age-restricted and non-age-restricted units.
- f. The Project shall be developed under DHCD's Local Initiative Program with Local Action Units developed pursuant to Site Plan Approval from the Planning Board under the REHOD Zoning Bylaw (Exhibit 3.1); and the Project must meet all regulatory requirements such that 100% of the units in the Project are eligible for inclusion on and counted toward the Town's Subsidized Housing Inventory established and administered by the Commonwealth of Massachusetts Executive Office of Housing and Economic Development, Department of Housing and Community Development ("DHCD"), or its successor (the "Subsidized Housing Inventory").
- g. Local preference for affordable units shall be provided to the maximum extent allowed by legal requirements.
- h. The affordable housing unit requirements shall be incorporated into a perpetual Affordable Housing Restriction substantially in the form of DHCD's "Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for Rental Project, Local Action Units" attached hereto as Exhibit 9.1, with such revisions thereto as the Town's Board of Selectmen in consultation with DHCD may approve, and provided that any such revisions shall conform to the requirements and guidelines for Local Initiative Program Local Action Units to be eligible for inclusion on the Town's Subsidized Housing Inventory. Said restriction shall run with the land and have priority over other encumbrances created by or under the Successful RFP Respondent, including without limitation any mortgage securing the acquisition of the Property or the construction of the Project, to ensure that the Project remains a rental housing development with 25% affordable housing units and that 100% of the units count toward the Town's Subsidized Housing Inventory.

7. Property Management

The Successful RFP Respondent and its permitted successors and assigns (as defined in the form of Land Disposition Agreement attached hereto as Exhibit 2.1) shall

- a. Market and rent all residential units in the Project promptly upon completion of and throughout the existence of the Project.
- b. Manage and implement all legal requirements applicable to the restricted affordable and senior rental housing units.
- c. Maintain, repair and replace deteriorated components of the Project's buildings, improvements and infrastructure over time so that the Project remains a first class rental housing development within the Town.

8. Schedule

Each RFP Respondent shall submit with its proposal its anticipated critical path time schedule for major Project milestones (including such matters as execution of the Land Disposition Agreement, completion of due diligence, design, permitting, financing, closing, construction, marketing and rental) so that the Work shall be commenced and completed, and the units marketed, rented and occupied as soon as commercially reasonably possible. The schedule shall, at a minimum, conform to and include the information set forth in Exhibit 1.3.

9. Enforcement of Covenants

Title to the Property will be conveyed subject to specific covenants on behalf of the Successful RFP Respondent to (a) commence construction of the Project within the construction commencement deadline in the Land Disposition Agreement; (b) complete construction of the Project within the construction completion deadline in the Land Disposition Agreement using commercially reasonable efforts; (c) use the Property solely for residential rental housing and accessory uses allowed by Section 2504.1.2 of the REHOD (Exhibit 3.1) and as provided in this RFP; and (d) maintain the Project over time in first class condition. These covenants shall be enforceable as set forth in the Land Disposition Agreement and a capital reserve account shall be established and funded to maintain the property as required therein.

Without limitation, in the event that the Successful RFP Respondent fails to timely commence construction as provided above, the Town shall have the option to repurchase the Property pursuant to the terms of a Repurchase Agreement to be entered into between the parties and recorded at the time of closing. The proposed form of Repurchase Agreement is attached hereto as Exhibit 2.5.

In the event that the Successful RFP Respondent fails to timely complete construction, to use the Property solely for residential rental housing and accessory uses, or to diligently maintain the Project, the Town shall have the rights and remedies set forth in the Land Disposition Agreement and the Deed.

F. Submission Requirements

Each RFP Respondent must submit the following information and documents (completed and executed as applicable). Failure to provide any of the required documents may result in a determination that the Proposal is non-responsive. Numbered tabs should match numbered items in the following table, and should appear in the order given.

Tab	Contents	Exhibit
	Cover Letter confirming enclosure of all required information and documents	
1.	Completed and signed Proposal Form	Exhibit 1.1
2.	Completed and signed Price Summary Form including a Pro Forma for the Project and Statement of Estimated Tax Revenues substantially in the form attached hereto setting forth a detailed breakdown of the projected revenues and costs (<i>attached in a separate sealed envelope labeled as set forth above</i>)	Exhibit 1.2
3.	Completed and signed Certificate of Non-Collusion	Exhibit 1.4
4.	Completed and signed Disclosure of Beneficial Interest Form as required by M.G.L. c. 7C, § 38	Exhibit 1.5
5.	Completed and signed Non-Delinquency Statement required by M.G.L. c. 60, § 77B	Exhibit 1.6
6.	Completed and signed Commitment for payment in lieu of taxes calculated in accordance with M.G.L. c. 44, § 63A	Exhibit 1.7
7.	Certification as to Payment of Taxes	Exhibit 1.8
8.	Completed and signed Evidence of Authorization for the RFP Respondent's signatory to the RFP (e.g. Corporate Resolution or equivalent depending on form of entity)	Exhibit 1.9
9.	RFP Respondent's Statement of Qualifications including a statement/evidence of the RFP Respondent's: <ul style="list-style-type: none"> • Business and years of relevant experience • Project Team, including Developer, Architect, primary Engineers and General Contractor • Comparable Projects (by size, type, complexity, location, development costs, affordable/senior components, or other relevant metrics) <ul style="list-style-type: none"> ○ Provide photographs or other visual representations of completed comparable projects where possible • Financial stability and financial capacity to complete the Project • Disclosure of any material facts undermining the RFP Respondent's ability to finance and complete the Project in a timely manner (e.g. relevant litigation, liens, foreclosures, bankruptcies, or other significant impediments) • Other information to document the RFP Respondent's capabilities and qualifications for the Project 	
10.	Resume of each of the RFP Respondent's key employees and team member for this Project	

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Tab	Contents	Exhibit
11.	Letters of Reference: Three letters of reference (from representatives of independent entities such as municipalities, subsidizing agencies, lenders, attorneys, or other professionals knowledgeable of the RFP Respondent) based on projects of similar size, type and scope.	
12.	Conceptual Site Plan, Conceptual Architectural Drawings, and Building Elevations: <ul style="list-style-type: none"> • Narrative description of the RFP Respondent's Proposal • Preliminary conceptual site development plan showing the site boundaries; the locations and outlines of proposed buildings, streets, drives, parking areas, walks, and paved areas; preliminary location and sizes of on-site sewage and storm-water control facilities; general landscaping; other planned improvements to the Property; and open areas within the site • Conceptual scaled, architectural drawings showing, for each building, typical floor plans, typical elevations, construction type, exterior finishes, and other main architectural features, common areas and amenities • Perspective drawing looking from the entry of the access road at Route 20, northwest into the Project 	
13.	A tabulation of proposed units in each building by type (market, affordable; age-restricted, non-age-restricted), number of bedrooms, floor area, average unit sizes and rents, and a brief description of unit amenities. If an RFP Respondent proposes less than 80% age restricted units, the RFP Respondent must include an explanation as to how its proposal will be planned and executed to comply with the federal Fair Housing Act, or otherwise describe its program in accordance with Section B.14.	
14.	The proposed Scope of Work for any on-site environmental and engineering investigations which the RFP Respondent proposes to conduct on or beneath the Property during the Due Diligence Period under the Land Disposition Agreement	
15.	A list of each governmental permit and approval the RFP Respondent reasonably anticipates is required for the Project (including without limitation whether MEPA review is likely to be required for the Project), the name of the issuing authority, and the proposed time frame for obtaining the governmental permits and approvals	
16.	The RFP Respondent's proposed critical path time schedule for the Project conforming to Section E.8 above	Exhibit 1.3
17.	Demonstration that the proposal meets the Comparative Evaluation Criteria in the form of a completed Exhibit 1.10 in which the RFP Respondent demonstrates (with reference to supporting documentation as applicable) how the RFP Respondent's Proposal meets or exceeds the comparative evaluation criteria of the RFP	Exhibit 1.10
18	List of Exceptions (If Any) to Land Disposition Agreement and its Exhibits: If a prospective RFP Respondent takes exception to any substantive provision(s) of the proposed Land Disposition Agreement (Exhibit 2.1), Escrow Agreement (Exhibit 2.2), Right of Entry and License Agreement (Exhibit 2.3), Reserved Easement Agreement (Exhibit 2.4), or Repurchase Agreement (RFP Exhibit 2.5), the RFP Respondent must identify with specificity the provision to which exception is taken, the basis for the	Exhibit 2.1 Exhibit 2.2 Exhibit 2.3 Exhibit 2.4 Exhibit 2.5

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Tab	Contents	Exhibit
	<p>exception, and , if possible, the RFP Respondent's proposed alternative language or provision with respect to that exception as a redline to the proposed Land Disposition Agreement or Exhibits 2.2, 2.3, 2.4, or 2.5 (as applicable) indicating the changes requested by the RFP Respondent.</p> <p>If a prospective RFP Respondent takes no substantive exception to the proposed Land Disposition Agreement or to Exhibits 2.2, 2.3, 2.4, and 2.5, the RFP Respondent must so indicate in its RFP Response.</p> <p>Note: The Board of Selectmen retains the discretion whether or not to accept, modify, or reject any such proposed exceptions or changes to the final Land Disposition Agreement and its Exhibits. See RFP Section D above.</p>	
19	Demonstration of the RFP Respondent's Strategy for ensuring that 100% of the units in the Project count toward the Town's Subsidized Housing Inventory	
20.	A Certified Check payable to the Town of Wayland in the amount of \$10,000 to be (a) forfeited to the Town in the event the RFP Respondent is awarded the Project but fails or refuses to execute the required Land Disposition Agreement within the time set forth in the Notice of Award, or if the RFP Respondent withdraws its proposal (b) applied to the required deposit under the Land Disposition Agreement in the event the RFP Respondent is awarded the Project and timely executes the required Land Disposition Agreement, or (c) returned to the RFP Respondent in the event the Town rejects all proposals or rejects the RFP Respondent's Proposal and/or one year passes from the date of submission per Section A.7.	

Updated originals of forms 3-7 shall be executed and delivered by the Successful RFP Respondent at Closing and as a pre-condition thereto.

G. Evaluation Criteria

The Town will review all proposals received by the filing deadline in accordance with the procedure in Section C and in accordance with the following Minimum Threshold Criteria and Comparative Evaluation Criteria:

1. Minimum Threshold Criteria

To be responsive to this RFP, an RFP Respondent must submit a Response meeting the following minimum threshold criteria:

- a. The Proposal must be complete and conform to all submission requirements set forth in this RFP and any Addendum to this RFP issued before the submission deadline.
- b. The Proposal must be timely submitted.
- c. To be responsible under this RFP, an RFP Respondent:
- d. Must demonstrate through the information and documents submitted with its RFP Response that the RFP Respondent has the capability, integrity and reliability to acquire the Property and perform the Project under the RFP and the Land Disposition Agreement (Exhibit 2.1).
- e. Must have prior experience in completing similar projects.

2. Comparative Evaluation Criteria

Each proposal meeting the minimum threshold criteria will be evaluated and rated on the basis of the following comparative evaluation criteria. Where qualitative distinctions are appropriate to draw among proposals within the same tier, the evaluators will utilize the following numerical designations to assist with drawing those qualitative distinctions (with the higher number representing the higher qualitative evaluation on that criterion): **Highly Advantageous** (10 through 8); **Advantageous** (7 through 5), **Passable/Not Advantageous** (4 through 3) and **Unacceptable** (2-0).

a. Comparable Experience & Financial Strength

- A **Highly Advantageous** rating will be given to a proposal that in the judgment of the evaluators identifies a highly qualified RFP Respondent and highly experienced Project Team (including developer, designers, engineers, builder) with (a) extensive experience with comparable residential and rental projects, (b) an exceptional record of successfully completing similar residential and rental projects on schedule and within budget, and (c) top caliber principals and senior staff assigned to the Project Team based on the resumes and references provided and (d) exceptional financial strength, committed financial partners and demonstrated capacity to undertake and complete the Project.
- An **Advantageous** rating will be given to a proposal that in the judgment of the evaluators identifies a qualified RFP Respondent and experienced Project Team with (a) relevant experience with comparable residential and rental projects, (b) a record of successfully completing residential and

rental projects, and (c) experienced personnel staff assigned to the Project based on the resumes and references provided and (d) reasonable and demonstrated financial strength to undertake the Project.

- A **Passable/Not Advantageous** rating will be given to a proposal that in the judgment of the evaluators identifies merely a passable RFP Respondent, Project Team, financial strength and capacity to undertake and complete the Project (above Unacceptable and below Advantageous).
- An **Unacceptable** rating will be given to a proposal that in the judgment of the evaluators fails to identify a qualified RFP Respondent, experienced Project Team, reasonable and demonstrated financial strength and capacity to undertake the Project.

b. **Quality of Design and Construction.**

Each of the categories (1) Site Planning and Design, (2) Architectural Design, (3) Quality of Materials and (4) Design of the Project and as a gateway in relationship to the larger Wayland community shall each be evaluated with the qualitative review criteria as follows:

- A **Highly Advantageous** rating will be given to a proposal that in the judgment of the evaluators meets and exceeds the qualitative design requirements of the RFP; presents superior merit in terms of architectural features, unit designs and amenities, and the quality of proposed construction; and carefully integrates the development of the Property as a gateway feature to the Town.
- An **Advantageous** rating will be given to a proposal that in the judgment of the evaluators complies with the design requirements of the RFP and presents an acceptable quality of building and unit design and construction.
- A **Passable/Not Advantageous** rating will be given to a proposal that in the judgment of the evaluators identifies merely passable design and quality (above Unacceptable and below Advantageous).
- An **Unacceptable** rating will be given to a proposal that in the judgment of the evaluators fails to meet the design requirements of the RFP and presents an unacceptable design or quality of buildings, units, amenities, layout or construction.

c. **Quality of Community**

Each of the categories (1) Unit Amenities, Planning and Design, (2) Common Area Amenities, Planning and Design and (3) Community Planning (including the Project in its relationship to the larger Wayland community) shall each be evaluated with the qualitative review criteria as follows:

- A **Highly Advantageous** rating will be given to a proposal that in the judgment of the evaluators meets and exceeds the qualitative design requirements of the RFP; presents superior merit in terms of unit designs and amenities, common area design and amenities, and quality of

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community for residents, internally and as part of the larger Wayland community.

- An **Advantageous** rating will be given to a proposal that in the judgment of the evaluators complies with the design requirements of the RFP and presents an acceptable quality of unit, common area and community amenities.
- A **Passable/Not Advantageous** rating will be given to a proposal that in the judgment of the evaluators identifies merely passable design and quality of community (above Unacceptable and below Advantageous).
- An **Unacceptable** rating will be given to a proposal that in the judgment of the evaluators fails to meet the design requirements of the RFP and presents an unacceptable design or quality of units, amenities, or community.

d. **Feasibility of Proposed Project.**

- A **Highly Advantageous** rating will be given to a proposal that in the judgment of the evaluators is highly feasible based on an analysis of the pro forma, the demonstrated ability to resolve financial, environmental and permitting issues as they may arise, the likely acceptability of the proposed Project to regulators, lenders and funders, and the likelihood of providing or obtaining proposed financing for Project costs and expenses, and the reasonableness of the pro forma.
- An **Advantageous** rating will be given to a proposal that in the judgment of the evaluators is feasible based on an analysis of these factors.
- A **Passable/Not Advantageous** rating will be given to a proposal that in the judgment of the evaluators may or may not be feasible based on an analysis of these factors (above Unacceptable and below Advantageous).
- An **Unacceptable** rating will be given to a proposal that in the judgment of the evaluators is not feasible based on an analysis of these factors.

e. **Range of Housing Opportunities.**

- A **Highly Advantageous** rating will be given to a proposal that in the judgment of the evaluators will meet or exceeds the affordability and senior housing requirements established by the RFP, the REHOD (Exhibit 3.1) and the River's Edge Design Guidelines (Exhibit 5.1) (collectively the "Affordability and Senior Housing Requirements") and will result in a higher number in the range of 150-190 new rental housing units which are counted toward the Town's Subsidized Housing Inventory.
- An **Advantageous** rating will be given to a proposal that in the judgment of the evaluators will meet the Affordability and Senior Housing Requirements, and will result in a lower number in the range of 150-190 new rental housing units which are counted toward the Town's Subsidized Housing Inventory.

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- A **Passable/Not Advantageous** rating will be given to a proposal that in the judgment of the evaluators may result in fewer than 150 new rental housing units which are counted toward the Town's Subsidized Housing Inventory (above Unacceptable and below Advantageous).
- An **Unacceptable** rating will be given to a proposal that in the judgment of the evaluators fails to meet the Affordability and Senior Housing Requirements and/or which fails to identify a proven strategy for 100% of the new rental housing units to be counted toward the Town's Subsidized Housing Inventory.

f. **Proposed Development Schedule.**

- A **Highly Advantageous** rating will be given to a proposal that in the judgment of the evaluators incorporates an expedited and achievable critical path time schedule for the Project.
- An **Advantageous** rating will be given to a proposal that in the judgment of the evaluators incorporates a prompt and feasible critical path time schedule for the Project.
- A **Passable/Not Advantageous** rating will be given to a proposal that in the judgment of the evaluators incorporates a protracted but feasible critical path time schedule for the Project.
- An **Unacceptable** rating will be given to a proposal that in the judgment of the evaluators incorporates a dilatory or infeasible critical path time schedule for the Project.

All other things being equal, a Project with a shorter, more achievable development schedule will receive a more advantageous rating on this criterion than a Project with a longer, more questionable development schedule.

g. **Interviews (If Conducted)**

- A **Highly Advantageous** rating will be given to a proposal based on the interview, when, in the judgment of the evaluators, the Project Team in attendance demonstrated highly professional team leadership, detailed knowledge of the RFP requirements and the Property Information, and a sound and proven strategy and methodology for overcoming impediments and achieving success on the Project.
- An **Advantageous** rating will be given to a proposal based on the interview, when, in the judgment of the evaluators, the Project Team in attendance demonstrated professional team leadership, working knowledge of the RFP requirements and the Property Information, and a workable strategy and methodology for overcoming impediments and achieving success on the Project.
- A **Passable/Not Advantageous** rating will be given to a proposal based on the interview, when, in the judgment of the evaluators, the Project Team in attendance demonstrated passable team leadership, a passing knowledge of the RFP requirements and the Property Information, and a

potential but unproven strategy and methodology for overcoming impediments and achieving success on the Project.

- An **Unacceptable** rating will be given to a proposal based on the interview, when, in the judgment of the evaluators, the Project Team in attendance failed to demonstrate sufficient team leadership, even a passing knowledge of the RFP requirements and the Property Information, or a modicum of strategy and methodology for overcoming impediments and achieving success on the Project.

h. **Preliminary Ranking**

After evaluating all proposals on the foregoing factors, the evaluators will arrive at a preliminary recommended ranking of the proposals relative to the other proposals based upon the above criteria. A proposal which achieves "Highly Advantageous" and/or "Advantageous" rankings in several categories will not necessarily be disqualified simply because it received a Passable/Not Advantageous or an "Unacceptable" ranking in one or more other categories if, in the judgment of the evaluators, the proposal on the whole is "Advantageous" or "Highly Advantageous" to the Town.

i. **Total Financial Benefits to the Town**

After completing the preliminary recommended ranking of the proposals relative to each other as above, the evaluators will open all price proposals; separately rank the proposals in order based on price, on anticipated local real estate tax revenues, and on other financial benefits to the Town; and calculate the total financial benefits to the Town from each proposal based on a combination of price, anticipated local real estate tax revenues, and other financial benefits to the Town. The total financial benefits to the Town alone will not be the determining factor for the award of the RFP to an RFP Respondent. Rather, the evaluators will group the responses into four categories based on total financial benefits to the Town as follows:

- A **Highly Advantageous** rating will be given to a proposal that in the judgment of the evaluators provides total financial benefits to the Town well above the average of all proposals.
- An **Advantageous** rating will be given to a proposal that in the judgment of the evaluators provides total financial benefits to the Town that are above the average of all proposals.
- A **Passable/Not Advantageous** rating will be given to a proposal that in the judgment of the evaluators provides total financial benefits to the Town that are moderately below average to average for all proposals (above Unacceptable and below Advantageous).
- An **Unacceptable** rating will be given to a proposal that in the judgment of the evaluators provides total financial benefits to the Town that are well below the average of all proposals.

j. **Final Ranking**

After arriving at the four categories of price rankings, the evaluators will arrive at a final recommended ranking of the proposals relative to the other proposals taking

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price into account. All other things being equal, the evaluators may increase the ranking of a proposal that is Highly Advantageous on price and decrease the ranking of a proposal that is Unacceptable on price.

The Selectmen will then make a final determination as to which proposal is most advantageous to the Town taking all factors including price into account. The Selectmen's determination may differ from the recommendations provided by the Committee, and the Selectmen's discretion in this regard shall be final.

The Notice of Award, if any, will be made by the Town based upon the Wayland Board of Selectmen's determination of the most advantageous proposal from a responsible and responsive RFP Respondent, taking into consideration all evaluation criteria set forth in the RFP.

H. EXHIBITS

EXHIBIT 1.1

PROPOSAL FORM

Disposition of Municipal Real Estate – River's Edge Property

TOWN OF WAYLAND
c/o Town Manager
Town Building
41 Cochituate Road
Wayland, Massachusetts 01778

**On behalf of the Person or Business Submitting the Proposal ("the "RFP Respondent"),
having been duly authorized, I represent that:**

The name and address of the RFP Respondent are:

The name, address, email address, and business phone of the RFP Respondent's principal contact person for all matters concerning this RFP are:

The RFP Respondent acknowledges receipt of the following Addenda to the RFP:

Addendum _____ dated _____

Addendum _____ dated _____

The RFP Respondent constitutes the following type of entity with the following principals (use separate sheet if necessary):

If a corporation, the State of Incorporation and the officers and directors are:

If a limited liability company, the state of organization and the manager and members are:

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If a partnership or a limited partnership, the state of organization and the general partners are:

If a trust, name of trust, the state of organization, the trustees and the Registry book and page for the recorded trust instrument are:

If any other form of person or entity, specify the type of entity, state of organization and its principals:

The following Town of Wayland officials and employees have a financial interest in the RFP Respondent or are related (by blood or marriage) to any of the partners, officers, directors, trustees, managers or employees of the RFP Respondent:

On behalf of the RFP Respondent, having been duly authorized, I represent and agree that:

1. The RFP Respondent is one of the following (specify yes or no to each):
 - A public agency (___)
 - A non-profit organization (___)
 - A limited dividend organization (___)
 - A private party that shall form a limited dividend organization for purposes of the acquisition and development of the Property (___) or
 - None of the above (___).
2. Within 30 days from receipt of the Notice of Award, or such further time as Town may agree in writing, the RFP Respondent will execute the Land Disposition Agreement (Exhibit 2.1), Escrow Agreement (Exhibit 2.2), Right of Entry and License Agreement (Exhibit 2.3), Reserved Easement Agreement (Exhibit 2.4), and Repurchase Agreement (RFP Exhibit 2.5), each in the form attached to the RFP with such amendments thereto as are reflected in the above Addenda (if any) to the RFP or as may otherwise be approved by the Town's Board of Selectmen in accordance with the procedures set forth in the RFP.
3. This Proposal will remain subject to acceptance by the Town of Wayland ("Town") for one (1) year after the date of submission of proposals or for such additional time as the Town and the RFP Respondent may agree in writing.

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4. The RFP Respondent has enclosed with its proposal a Certified Check payable to the Town of Wayland in the amount of \$10,000. The RFP Respondent understands and agrees that this Certified Check shall be
- (a) deposited by the Town to general revenues and the \$10,000 amount shall be forfeited to the Town by the RFP Respondent in the event the RFP Respondent receives the Notice of Award for the Project from the Town but fails or refuses to execute the required Land Disposition Agreement and the other documents identified in Section 2 above within 30 days from receipt of the Notice of Award, or
 - (b) deposited by the Town and applied toward the required deposit under Section 2.2 of the Land Disposition Agreement in the event the RFP Respondent receives the Notice of Award for the Project from the Town and timely executes the required Land Disposition Agreement and the other documents identified in Section 2 above, or
 - (c) returned to the RFP Respondent in the event the Town rejects all proposals or rejects the RFP Respondent's Proposal.

Signature

Name of Person Signing

Title

Name of Business

Address

Date

EXHIBIT 1.2

**Price Summary Form, Project Pro Forma, and
Statement of Estimated Tax Revenues**

EXHIBIT 1.2

**PRICE SUMMARY FORM, PROJECT PRO FORMA, AND
STATEMENT OF ESTIMATED TAX REVENUES**

Disposition of Municipal Real Estate – River's Edge Property

TOWN OF WAYLAND
41 Cochituate Road
Wayland, Massachusetts 01778

Name of RFP Respondent: _____

PURCHASE PRICE

The RFP Respondent (as Buyer) agrees to pay to the Town of Wayland (as Seller) the following purchase price for the purchase of the Property identified in the RFP ("Purchase Price"):¹⁰

Net Purchase Price to Town
\$ _____

The RFP Respondent shall purchase the Property and be solely responsible for all costs and expenses of the Project including without limitation all costs and expenses for the RFP Respondent to undertake and complete Demolition of the former Wayland/Sudbury Septage Facility, to design and construct the On-Site Package Treatment Plant, to design and construct the Water Main Extension to connect the Project to the public water supply, and to complete the On-site Soils Removal. The RFP Respondent's contractor's or engineering estimate of its costs and expenses for each of these three items is as follows (each an "Estimate"):

Gross Purchase Price , as if property is sewer- and water-connected, with no Existing Site Conditions Work	\$
Costs of Existing Site Conditions Work	Estimate
Demolition of the former Wayland/Sudbury Septage Facility	\$
Design and Construction of On Site Sewer Package Treatment Plant	\$
Design and Construction of Water Main Extension	\$
On-Site Soil Removal Work	\$
Net Purchase Price to Town	\$

¹⁰ Capitalized Terms are defined below or are defined in the RFP.

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In addition to the Purchase Price, the RFP Respondent agrees to pay to the Town:

- A. All applicable and lawful taxes, betterments, assessments, connection fees and annual use rates (*i.e.* for public water) assessed by the Town to the Property in accordance with Massachusetts law;
- B. All applicable permit fees and review costs for the On Site Package Treatment Plan as may be required by the Town of Wayland; and
- C. All closing costs and other charges to be assessed to the Buyer in accordance with the Land Disposition Agreement to be executed with the Town and the RFP Respondent.

Attached hereto as Attachment 1 is the RFP Respondent's Pro Forma for the Project.

[Please complete in the form attached].

Attached hereto as Attachment 2 is the RFP Respondent's Statement of Estimated Tax Revenues. [Please complete in the form attached].

PUBLIC WATER ALTERNATIVE – AT TOWN'S OPTION

As an alternative, at the Town's sole and exclusive option, and as may be contingent on State funding being provided to the Town, the Town may elect to design and construct the Water Main Extension. In this alternative, RFP Respondent's estimate of Water Extension costs shall be paid to the Town as an addition to the Net Purchase Price to Town.

Alternative	Purchase Price
Design and Construction of Water Main Extension	\$ _____

AUTHORIZED SIGNATURE

This Proposal will remain subject to acceptance by the Town of Wayland for one (1) year after the date of submission of proposals or for such additional time as the Town and the RFP Respondent may agree in writing.

Signature

Name of Person Signing

Title

Date

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**ATTACHMENT 1 TO PRICE SUMMARY FORM:
PROJECT PRO FORMA**

Name of RFP Respondent: _____

**OPERATING PRO FORMA
FIRST FULL OPERATING YEAR:**

Project Revenues						
# Units	Type	Avg Size	Total SF	Mo Rent	Rent psf/yr	Annual Revenues
	Studio			\$	\$	\$
	1-BR			\$	\$	\$
	2-BR			\$	\$	\$
	3-BR			\$	\$	\$
				<i>Average</i>		
				\$	\$	\$
# Units	Type	Avg Size	Total SF	Mo Rent	Rent psf/yr	Annual Revenues
	Studio			\$	\$	\$
	1-BR			\$	\$	\$
	2-BR			\$	\$	\$
	3-BR			\$	\$	\$
				<i>Average</i>		
				\$	\$	\$
Plus: Miscellaneous Income (tenant fees)						\$
Gross Revenues						\$
Less: 5% vacancy						\$
Effective Gross Income					Revenue/unit	\$

*Expenses and
Net Cash Flow (next
page) >>>>*

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Operating Expenses		
	Per unit cost	Expenses
Administrative	\$	\$
Marketing & Leasing	\$	\$
Repairs & Maintenance	\$	\$
Payroll (Maintenance & Manager Staff)	\$	\$
Property Management Fee	\$	\$
Insurance	\$	\$
Utilities	\$	\$
Other:	\$	\$
Real Estate Taxes (see attached)	\$	\$
Total Expenses	\$	\$
Expenses as % of Effective Gross Income		%

	Per unit	Total
NET OPERATING INCOME	\$	\$

	Per unit	Total
PROPERTY VALUE 5.0% cap rate	\$	\$

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ATTACHMENT 2 TO PRICE SUMMARY FORM:

STATEMENT OF ESTIMATED TAX REVENUES

Name of RFP Respondent: _____

Project Revenues	
Gross Revenues (from Pro Forma)	\$
Less: 5% vacancy	\$
Effective Gross Income	\$

Operating Expenses	30%	\$
---------------------------	-----	----

NET OPERATING INCOME	\$
-----------------------------	----

Estimated Property Assessment	8.0% cap rate	\$
--------------------------------------	----------------------	----

Estimated Taxes based on FY2016 Tax Rate	\$17.34	\$
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EXHIBIT 1.3
PROJECT SCHEDULE

River's Edge, Wayland MA

Name of RFP Respondent: _____

The RFP Respondent proposes to commence and complete the Project in accordance with the following critical path time schedule:

Note: Town's required dates are included in the list below. The RFP Respondent can reorder and add to the steps below as it considers appropriate. The RFP Respondent must include proposed milestones for all items below. For non-profit entities, or any entities proposing to use public financing, subsidies or tax credits, any revisions to these required dates must be specifically outlined.

- The RFP Respondent will execute the Land Disposition Agreement within 30 days from the Notice of Award from the Town.
- The RFP Respondent will complete all Due Diligence Investigations within 90 days after the execution of the Land Disposition Agreement.
- The RFP Respondent will file for all necessary governmental permits and approvals within 60 days after the completion of Due Diligence Investigations.
- The RFP Respondent will provide monthly updates to the Planning Board of permitting and financing efforts from and after 60 days after completion of Due Diligence.
- The RFP Respondent will use its best efforts to obtain all necessary governmental permits and approvals within 9 months after completion of Due Diligence (not including any time necessary to resolve any third party appeals).
- The RFP Respondent will secure any necessary financing for the Project within 6 months after completion of Due Diligence. For entities proposing to use public financing, subsidies or tax credits, any revision to this required date must be specifically outlined.
- The RFP Respondent will close within twelve (12) months of the signing of the Land Disposition Agreement, subject to RFP Respondent's right to extend such period by two (2) additional three (3) month periods pursuant to the Land Disposition Agreement.
- The RFP Respondent will commence construction within ninety (90) days after Closing.
- The Successful RFP Respondent shall complete the construction of the Project not later than twenty-four (24) months after Closing, or shall specifically identify any phasing program and projected completion.

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Absent delays caused by third party appeals or other matters beyond the reasonable control of the RFP Respondent, the RFP Respondent anticipates that the critical path time schedule from execution of the Land Disposition Agreement until completion of construction will be _____ months.

The RFP Respondent proposes to track the critical path time schedule for the Project using _____ software.

Optional: The RFP Respondent has attached hereto the initial proposed critical path time schedule for the Project prepared in the format of that software program.

Signature

Name of Person Signing

Title

EXHIBIT 1.4

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that the bid or proposal submitted relative to this project is in all respects bona fide, fair and made without collusion or fraud with any other person, joint venture, partnership, corporation or other business or legal entity.

Signature

Name (Person signing Proposal)

(Company)

(Date)

EXHIBIT 1.5

Disclosure of Beneficial Interest Form

***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:

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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

EXHIBIT 1.6

Non-Delinquency Statement Required by M.G.L. c. 60, § 77B

I/We, the undersigned, under the pains and penalties of perjury, state that neither I/we nor any person who would gain equity in the Property that is the subject of this RFP Response has ever been convicted of a crime involving the willful and malicious setting of a fire or of a crime involving the aiding, counseling or procuring of a willful and malicious setting of a fire, or of a crime involving the fraudulent filing of a claim for fire insurance; or is delinquent in the payment of real estate taxes to the Town of Wayland, or if delinquent, that a pending application for abatement of such tax, or a pending petition before the appellate tax board or the county commissioners has been filed in good faith.

Signature

Name of Person Signing

Title

Name of Business

Address

Federal Identification Number or Social Security Number

Note: If there is to be more than one grantee of the deed for the Property, each grantee must file such statement, and no such deed shall be valid unless it contains a recitation that the board or officer granting the deed has received such statement. See M.G.L. c. 60, § 77B.

EXHIBIT 1.7

**Commitment for Payment in Lieu of Taxes Calculated
In Accordance with M.G.L. C. 44, § 63A**

I/We, the undersigned, acknowledge that General Laws Chapter 44, Section 63A, provides as follows:

Whenever in any fiscal year a town, which term, as used in this section, shall include a city, shall sell any real estate, the board or officer executing the deed therefor in the name and behalf of the town shall, as a condition precedent to the power to deliver such deed, receive from the grantee as a payment in lieu of taxes allocable to the days ensuing in said fiscal year after the date of such deed, a sum which shall be equal to such portion of a pro forma tax computed as hereinafter provided as would be allocable to the days aforesaid if such pro forma tax were apportioned pro rata according to the number of days in such fiscal year; provided, however, that whenever the said real estate shall be sold between January second and June thirtieth of the fiscal year, the town shall also receive an additional amount equal to the entire pro forma tax computed as hereinafter provided and allocable as a payment in lieu of taxes for the next succeeding fiscal year.

Such pro forma tax shall be computed by applying the town's tax rate for the fiscal year of the sale, or, if such rate is not known, the town's tax rate for the fiscal year next preceding that of the sale, to the sale price after crediting any exemption to which, if the deed had been executed and delivered on January first of such next preceding fiscal year, the grantee would have been entitled under section five of chapter fifty-nine. A recitation in the deed that there has been full compliance with the provisions of this section shall be conclusive evidence of such fact. Sums received under this section shall not be subject to section sixty-three of this chapter or to section forty-three of chapter sixty, but shall be credited as general funds of the town.

If awarded the contract for the disposition of the Property, I/we commit to make at the closing the required Payment in Lieu of Taxes calculated in accordance with General Laws Chapter 44, Section 63A.

Signature

Name of Person Signing

Title

RFP # 16-28 - RIVER'S EDGE, WAYLAND, MA

EXHIBIT 1.8

CERTIFICATION AS TO PAYMENT OF TAXES

Pursuant to G.L. c.62C, § 49A, I, _____, hereby certify under the pains and penalties of perjury that _____ (RFP Respondent) has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes and has filed all state tax returns and paid all State taxes required under law.

Date

Signature of Authorized
Representative of RFP Respondent

Federal ID Number of Contractor

Title

EXHIBIT 1.9

EVIDENCE OF AUTHORIZATION/CORPORATE RESOLUTION

(to be filed if Contractor is a Corporation)

I, _____, certify that I am the duly qualified Secretary of

(Name of Corporation) and I further certify

that a meeting of the Directors of said Corporation duly called and held on

_____, at which all (or a quorum) of the Directors were present and

voting, _____, holding the position of _____,

was duly authorized to execute on behalf of the Corporation the Proposal Form, Price Summary Form, Land Disposition Agreement, and related Forms, Contracts, and Agreements pertaining to RFP # 16-28 for the River's Edge Property, Wayland, MA.

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 : _____

EXHIBIT 1.10

RFP Respondent's Demonstration of Compliance with RFP's Comparative Evaluation Criteria

Name of RFP Respondent: _____

Instructions: Complete middle column. Attach supporting information as needed. Leave Rating blank

<u>Comparative Evaluation Criteria</u>	<u>Respondent's Demonstration of Compliance</u>	<u>Rating</u>
<p><u>Comparable Experience & Financial Strength</u></p> <ul style="list-style-type: none">• A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators identifies a highly qualified RFP Respondent and highly experienced Project Team (including developer, designers, engineers, builder) with (a) extensive experience with comparable residential and rental projects, (b) an exceptional record of successfully completing similar residential and rental projects on schedule and within budget, and (c) top caliber principals and senior staff assigned to the Project Team based on the resumes and references provided and (d) exceptional financial strength, committed financial partners and demonstrated capacity to undertake and complete the Project.• An Advantageous rating will be given to a proposal that in the judgment of the evaluators identifies a qualified RFP Respondent and experienced Project Team with (a) relevant experience with comparable residential and rental projects, (b) a record of successfully completing residential and rental projects, and (c) experienced personnel staff assigned to the Project based on the resumes and references provided and (d) reasonable and demonstrated financial strength to undertake the Project.• A Passable/Not Advantageous rating will be given to a proposal that in the judgment of the evaluators identifies merely a passable RFP Respondent, Project Team, financial strength and capacity to undertake and complete the Project (above Unacceptable and below Advantageous).• An Unacceptable rating will be given to a proposal that in the judgment of the evaluators fails to identify a qualified RFP Respondent, experienced Project Team, reasonable and demonstrated financial strength and capacity to undertake the Project.		

<p><u>Quality of Design and Construction</u></p> <p>Each of the categories</p> <ol style="list-style-type: none">(1) Site Planning and Design,(2) Architectural Design,(3) Quality of Materials and(4) Design of the Project and as a gateway in relationship to the larger Wayland community <p>shall each be evaluated with qualitative review criteria as follows:</p> <ul style="list-style-type: none">• A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators meets and exceeds the qualitative design requirements of the RFP; presents superior merit in terms of architectural features, unit designs and amenities, and the quality of proposed construction; and carefully integrates the development of the Property as a gateway feature to the Town.• An Advantageous rating will be given to a proposal that in the judgment of the evaluators complies with the design requirements of the RFP and presents an acceptable quality of building and unit design and construction.• A Passable/Not Advantageous rating will be given to a proposal that in the judgment of the evaluators identifies merely passable design and quality (above Unacceptable and below Advantageous).• An Unacceptable rating will be given to a proposal that in the judgment of the evaluators fails to meet the design requirements of the RFP and presents an unacceptable design or quality of buildings, units, amenities, layout or construction		
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<p><u>Quality of Community</u></p> <p>Each of the categories</p> <p>(1) Unit Amenities, Planning and Design,</p> <p>(2) Common Area Amenities, Planning and Design and</p> <p>(3) Community Planning (including the Project in its relationship to the larger Wayland community)</p> <p>shall each be evaluated with qualitative review criteria as follows:</p> <ul style="list-style-type: none">• A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators meets and exceeds the qualitative design requirements of the RFP; presents superior merit in terms of unit designs and amenities, common area design and amenities, and quality of community for residents, internally and as part of the larger Wayland community.• An Advantageous rating will be given to a proposal that in the judgment of the evaluators complies with the design requirements of the RFP and presents an acceptable quality of unit, common area and community amenities.• A Passable/Not Advantageous rating will be given to a proposal that in the judgment of the evaluators identifies merely passable design and quality of community (above Unacceptable and below Advantageous).• An Unacceptable rating will be given to a proposal that in the judgment of the evaluators fails to meet the design requirements of the RFP and presents an unacceptable design or quality of units, amenities, or community.		
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<p><u>Feasibility of Proposed Project.</u></p> <ul style="list-style-type: none">• A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators is highly feasible based on an analysis of the pro forma, the demonstrated ability to resolve financial, environmental and permitting issues as they may arise, the likely acceptability of the proposed Project to regulators, lenders and funders, and the likelihood of providing or obtaining proposed financing for Project costs and expenses, and the reasonableness of the pro forma.• An Advantageous rating will be given to a proposal that in the judgment of the evaluators is feasible based on an analysis of these factors.• A Passable/Not Advantageous rating will be given to a proposal that in the judgment of the evaluators may or may not be feasible based on an analysis of these factors (above Unacceptable and below Advantageous).• An Unacceptable rating will be given to a proposal that in the judgment of the evaluators is not feasible based on an analysis of these factors.		
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<p><u>Range of Housing Opportunities.</u></p> <ul style="list-style-type: none">• A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators will meets or exceeds the affordability and senior housing requirements established by the RFP, the REHOD (Exhibit 3.1) and the River's Edge Design Guidelines (Exhibit 5.1) (collectively the "Affordability and Senior Housing Requirements") and will result in a higher number in the range of 150-190 new rental housing units which are counted toward the Town's Subsidized Housing Inventory.• An Advantageous rating will be given to a proposal that in the judgment of the evaluators will meet the Affordability and Senior Housing Requirements, and will result in a lower number in the range of 150-190 new rental housing units which are counted toward the Town's Subsidized Housing Inventory.• A Passable/Not Advantageous rating will be given to a proposal that in the judgment of the evaluators may result in fewer than 150 new rental housing units which are counted toward the Town's Subsidized Housing Inventory (above Unacceptable and below Advantageous).• An Unacceptable rating will be given to a proposal that in the judgment of the evaluators fails to meet the Affordability and Senior Housing Requirements and/or which fails to identify a proven strategy for 100% of the new rental housing units to be counted toward the Town's Subsidized Housing Inventory.		
--	--	--

<p><u>Proposed Development Schedule.</u></p> <ul style="list-style-type: none">• A Highly Advantageous rating will be given to a proposal that in the judgment of the evaluators incorporates an expedited and achievable critical path time schedule for the Project.• An Advantageous rating will be given to a proposal that in the judgment of the evaluators incorporates a prompt and feasible critical path time schedule for the Project.• A Passable/Not Advantageous rating will be given to a proposal that in the judgment of the evaluators incorporates a protracted but feasible critical path time schedule for the Project.• An Unacceptable rating will be given to a proposal that in the judgment of the evaluators incorporates a dilatory or infeasible critical path time schedule for the Project. <p>All other things being equal, a Project with a shorter, more achievable development schedule will receive a more advantageous rating on this criterion than a Project with a longer, more questionable development schedule.</p>		
--	--	--

EXHIBIT 1.11

Notice of Availability to be published in *Wayland Town Crier*

EXHIBIT 2.1

Form of Land Disposition Agreement for the Property

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 2.2

Form of Escrow Agreement

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 2.3

**Form of Right of Entry Agreement
(for the Successful RFP Respondent's Due Diligence Investigations after Execution of the LDA
and prior to Closing)**

EXHIBIT 2.4

Form of Reserved Easement Agreement

EXHIBIT 2.5

Form of Repurchase Agreement

EXHIBIT 2.6

Form of Release for Site Visit

RFP # 16-28 - RIVER'S EDGE WAYLAND

RELEASE OF LIABILITY

The undersigned visitor ("Visitor") voluntarily provides this Release of Liability ("Release") to the Town of Wayland (the "Town") on this ____ day of _____, 2016.

WHEREAS, The Town has agreed to provide Visitor with access to the Town's property located at 484-490 Boston Post Road, Wayland, Massachusetts (the "Town Property") for the purpose of Visitor inspecting the Town Property in connection with a potential response to Town Request for Proposals # 16-28.

NOW THEREFORE, in consideration for the Town providing the Visitor with such access, Visitor states and agrees as follows:

1. Visitor acknowledges that physically accessing the Town Property involves the risk of bodily injury to or damage to personal property of the Visitor.
2. Visitor agrees that Visitor has assumed all risk of such access and that the Visitor will not sue the Town or otherwise make any claim against the Town on account of any bodily injury, property damage or otherwise resulting from that access.
3. Visitor on behalf of himself or herself and on behalf of his or her heirs, executors, administrators, trustees, beneficiaries, employers, employees, agents, successors and assigns hereby releases the Town of Wayland and its boards, commissions, committees, employees, agents, attorneys, insurers, successors and assigns from any claims, damages, injuries, causes of action arising out of or relating to such access to the Town Property.
4. Visitor agrees to be solely responsible for his or her own safety and to take every precaution to provide for his or her own safety and well-being while accessing the Town Property. Visitor acknowledges that Visitor is not required to access the Town Property.

I have read this Release and sign it voluntarily and of my own free will.

VISITOR:

DATE: _____, 2016

Name:

Title:

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 3.1

**Certified Copy of Article 15 adopted at the 2014 Wayland Annual Town Meeting
To "Amend Zoning Bylaw Chapter 198: Rivers Edge Housing
Overlay Zoning District," with attached map of Rivers Edge Housing
Overlay Zoning District**

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 3.2

**Certified Copy of Article 16 adopted at the 2014 Wayland Annual Town Meeting
To "Transfer and Dispose of Septage Facility Land and Adjacent
Town-Owned Land on Boston Post Road" with attached Map**

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 4.1

**Approval Not Required Plan dated June 1, 2015, endorsed by the Wayland Planning Board
on June 2, 2015**

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 4.2

Wayland Assessors' Map 22 showing numbered Parcels 22-3, 22-6 and 22-7

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 4.3

Order of Taking dated January 11, 1971 and recorded with the Middlesex South Registry of Deeds in Book 11943, Page 420, together with the plan recorded in the Registry as Plan Number 27 of 1971

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 4.4

Order of Taking dated May 15, 1978 and recorded with the Middlesex South Registry of Deeds in Book 13443, Page 177, together with the plan recorded in the Registry as Plan Number 482 of 1978

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 4.5

Order of Taking dated November 15, 1965 and recorded with the Middlesex South Registry of Deeds in Book 11003, Page 389, together with the plan recorded in the Registry as Plan Number 1582 of 1965

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 4.6

**Motion re Surplus Declaration and Transfer of Custody pursuant to M.G.L. c. 40, § 15A by the
Wayland Board of Public Works Approved June 9, 2015**

EXHIBIT 5.1

River's Edge Design Guidelines

EXHIBIT 5.2

Illustrative Site Plan with Site Conditions and Zoning

EXHIBIT 5.3

Summary of Due Diligence Process and List of Town Consultants

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 6.1

**Tighe & Bond Phase I Environmental Site Assessment and a Limited Phase II Investigation
dated October 2012**

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 6.2

Tighe & Bond's Update dated March 19, 2015 to 2012 Phase I ESA/Phase II Report

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 6.3a

**Additional Groundwater Testing Results Requested by DEP from existing Septage Facility
Monitoring Wells, completed by Tighe & Bond completed August 17, 2015**

EXHIBIT 6.3b

Septage Facility Monitoring Well Locations Plan

EXHIBIT 6.3c

Septage Facility Monitoring Well Results, Last Years of Operation 2008-2009

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 6.4

Wayland Board of Health Site Assignment dated February 9, 1979

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 6.5

Wayland Board of Health Permit to Operate Sanitary Landfill dated June 16, 1980

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 6.6

Request for Presumptive Approval pursuant to 310 CMR 19.029(3) and 19.034(1) submitted to the Massachusetts Department of Environmental Protection and the Wayland Board of Health in light of former Site Assignment of a portion of the Property

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 6.7

**DEP Suggested Testing Parameters for Future Groundwater
Discharge Permit**

EXHIBIT 6.8

Tata & Howard Preliminary Test Pit Soils Memorandum

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 7.1

Wayland Conservation Commission Order of Resource Area Delineation ("ORAD") dated June 16, 2015

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 8.1a

**Existing Conditions Survey for 484-490 Boston Post Road
(PDF file)**

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 8.1b

**Existing Conditions Survey for 484-490 Boston Post Road
(CAD file, available on line)**

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 8.2

**Tata & Howard, Inc.'s Feasibility Study for Potable Water Supply for the proposed River's
Edge Development dated May 13, 2015**

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 8.3

Water Connection Fees and Rates

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 9.1

DHCD's Form of "Local Initiative Program Regulatory Agreement and Declaration of Restrictive Covenants for Rental Project, Local Action Units"

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 9.2

**DHCD Letter dated August 18, 2015 Regarding REHOD Zoning and Three-Bedroom
Affordable Unit Requirements**

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 10.1

Wayland Historical Commission Dated March 28, 2015 as to Historical Significance

RFP # 16-28 - RIVER'S EDGE WAYLAND

EXHIBIT 10.2

**TEC Traffic Study
(Original 216 units, dated 2012)**

EXHIBIT 10.3

**Byrne McKinney Market Study
(Original 216 units, dated 2012)**