# **Weymouth Housing Authority**

# REQUEST FOR PROPOSALS

To select a developer partner to assist the Weymouth Housing Authority in pursuing the mixed-income redevelopment of its state-aided public housing development at Memorial Drive, Joseph A. Fern Court and Lake Street with management office at 77 Memorial Drive, (Lakeview Manor).

## **IMPORTANT DATES**

Pre-Proposal Meeting/Site Tour: Monday, January 6, 2020 at 10:00 a.m. Proposal Submission Deadline: Wednesday, February 5, 2020 at 3:00 p.m.

Developer Selection: Wednesday, February 19, 2020 at 3:00 p.m.

I. Invitation to Bid

The Weymouth Housing Authority ("WHA") is seeking proposals from qualified developers to:

- a) Partner with it in carrying out a comprehensive local planning process and developing a plan (the "Plan") for the mixed-income redevelopment of its state-aided public housing development at Memorial Drive, Lake St. and Joseph A. Fern Court, known collectively as Lakeview Manor (the "Site"); and
- b) Acquire, through a to-be-formed ownership entity or entities, an interest in the Site for the purpose of carrying out the Redevelopment Project more particularly described below.

The Plan will involve the development of new market-rate units at the Site [and other Authority-owned land], as well as rehabilitation and preservation of existing public housing units at the Site (the "Redevelopment Project"). The successful respondent will join the WHA as a Co-Applicant in submitting a response to the Massachusetts Department of Housing and Community Development's ("DHCD") Partnership to Expand Housing Opportunities 2 Program (the "PEHO Program") as described in a Notice of Funding Availability (the "NOFA") issued by the Massachusetts Department of Housing and Community Development on May 15, 2019 titled "Public Housing Innovations", Public Housing Notice 2019-14. Documents related to the NOFA may be found here: <a href="https://www.mass.gov/service-details/public-housing-admin-notices">https://www.mass.gov/service-details/public-housing-admin-notices</a>. The successful respondent will also be designated, pursuant to M.G.L. c. 30B, §16, as the party to acquire an interest in the Site.

Any future proposed Redevelopment Project would:

Provide the same number of state public housing units as currently exist on the site, as
well as the mix of bedrooms per unit, serve households of comparable sizes and
income levels, and those units must remain subject to M.G.L. c. 121B and the state

public housing regulations at 760 CMR 4.00 et seq.

- Provide relocation services to any displaced residents per the requirements for relocation services and payments under M.G.L. Chapter 79A and the state regulations at 760 CMR 27.00
- Retain the WHA Union employees, including 4.5 maintenance FTE's and 2 administrative employees as well as their pension obligations for five years.
- Provide cash flow of \$2M per year to the Housing Authority to offset decreased revenue.
- Address the cost of construction under Davis Bacon/Prevailing Wage laws.
- Be subject 760 CMR 4.15, which applies to a transfer of existing public housing development to controlled affiliates for substantial rehabilitation, and would require the execution of a binding legal contract and land use restriction with the WHA and the State Department of Housing and Community Development (DHCD).
- Provide for tenant participation requirement of 760 CMR 6.09.

#### PROPERTY DESCRIPTION

Site:

Situated on Whitman's Pond, the Site totals 18.8 acres which is bisected by Lake Street. The 189 family units are scattered among 45 multi-family (2-3 units), two story clapboard structures. The following parcels comprise the total development:

O Joseph Fern Court, parcel 26-295-5; 5.4 acres

0 Middle St, Assessor's parcel 26-295-44;1.3 acres

50 Memorial Drive parcel 26-344-16;3.24 acres,

77 Memorial Drive, parcel 26-344-17;8.89 acres

These structures were originally built in 1950 as post WWII housing. The site is zoned R-3, for multifamily residential housing and it abuts both privately-owned single-family homes and apartment and condominiums. The Town of Weymouth is willing to entertain zoning changes to accommodate proposed developments. Public sewer and water are readily available. The units are updated when vacated, hardwood floors are refinished, kitchen cabinets, countertops, flooring and appliances are replaced. Bathrooms are re-tiled and flooring is replaced. A \$450,000 contract has been awarded to replace the roofing of approximately 22 units on Lake St. and Memorial Drive.

Note that 0 Middle St, Assessor's parcel 26-295-44 is a vacant 56,620 sq. ft. lot located behind the Fern Court housing units. This lot is over 100' in elevation, with the potential to create housing with views of Whitman's Pond, but currently is not easily accessible. Also, note that building 13, located in Tax Assessor's parcel 26-295-5, is a vacant former day care center built in 1990.

A locus plan is attached as <u>Attachment B</u> and copies of the deed(s) or other instruments evidencing the WHA's ownership of the Site are attached as <u>Attachment C</u>.

Request for Proposals

The WHA intends to enter into a Memorandum of Understanding (MOU) with the selected developer in the form attached to the NOFA. The MOU will provide a detailed summary of the proposed roles and responsibilities of the Authority, the Developer, and any other principal team members. This summary will also describe the proposed ownership structure of any owner entity(ies) that will own and operate one or more housing developments as part of the Redevelopment Project, and the anticipated decision-making authority of team members in each such entity. Should the application submitted by the WHA and the selected Developer be selected by DHCD, then as a condition of funding a grant (the "Grant") under its PEHO Program, DHCD will require that WHA and Developer enter into one or more legal contracts detailing specific roles and responsibilities consistent with the description of roles and responsibilities stated in the MOU. Each party commits to negotiating such contract in a manner consistent with the MOU and the requirements of DHCD. The parties more particularly agree that any Land Disposition/Development Agreement(s) (referred to herein as the "Disposition/Development Agreement") must be negotiated and executed in accordance with any applicable procurement standards. The Disposition/Development Agreement is subject to DHCD review and approval. The standard DHCD Disposition/Development Agreement form is attached as Attachment D.

The purpose of this RFP is to (1) select a developer with demonstrated experience and capacity to carry out a Redevelopment Project that best addresses the needs and goals of the community as described in this RFP and in the NOFA, and (2) serve as notice of the WHA's intent to dispose of all or a portion of the Redevelopment Project site (the "Site") to the selected developer, contingent on approval from DHCD and compliance with all requirements of law governing disposition of real property by a local housing authority. Disposition of any portion of the Site to be operated as multifamily rental housing will be by means of a long-term lease, although existing buildings may be conveyed in fee simple. The most advantageous proposal from a responsive and responsible proposer ("Proposer"), taking into consideration all evaluation criteria set forth in this RFP, will be selected.

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

## II. Proposal Submission and Selection Process

The WHA has determined that its selection of a developer and disposition of the Site are subject to the Uniform Procurement Act, M.G.L. c. 30B. Therefore, the provisions of M.G.L. c. 30B are incorporated herein by reference. The WHA shall comply with all requirements relating to disposition of real property pursuant to M.G.L. c. 30B, Section 16. Without limiting the generality of the foregoing, in connection with the disposition of the Site, the WHA hereby declares that:

- 1) The Site is available for disposition, subject to the following restrictions on subsequent use:
  - a) The number of state-aided public housing units currently located on the Site must be maintained as part of the Redevelopment Project. Such state-aided public housing units shall remain subject to the requirements of M.G.L. c. 121B and any applicable regulations or administrative guidance issued by DHCD and shall serve households of comparable sizes and income levels.
  - b) The selected developer must be willing to work within a joint venture or other structure with the WHA satisfactory to DHCD and any other governmental agencies having jurisdiction over the Redevelopment Project and which meets the requirements of M.G.L. c. 121B and any applicable regulations or administrative guidance issued by DHCD regarding the ownership and operation of state-aided public housing units.
  - c) A portion of the revenues from market-rate development at the Redevelopment Project shall be used to support the cost of capital improvements to, and/or the operating costs of, the state-aided public housing units at the Redevelopment Project. Neither state public housing capital funds nor any operating revenues from the state-aided public housing units shall be used to support the development or operation of any other units at the Redevelopment Project.
  - d) The selected developer's proposal will address the employment status of the WHA employees, including 4.5 maintenance FTE's and 2 administrative employees and at a minimum will address their pension obligations.
- 2) For purposes of M.G.L. c. 30B, the WHA has made a preliminary determination that the value of the Site exceeds \$35,000, and therefore the disposition of the Site is subject to the provisions of M.G.L. c. 30B, §16(c).
- 3) Within 180 days prior to disposition of the Site by the WHA to the Developer, the Developer shall furnish the WHA with an appraisal of the Site based on procedures customarily accepted by the appraising profession as valid, taking into account any restrictions on the use of the Site imposed by the WHA or any other governmental agency.
- 4) Except as described below, the consideration for which the WHA shall dispose of the Site to the Developer shall be based on the appraised value at the time of disposition, but may consist of a combination of up-front capitalized lease payment(s), periodic rental payments, and sales proceeds with respect to homeownership units. The ground lease is subject to review and approval by DHCD.
- 5) The WHA reserves the right to determine, at the time of disposition, that it is in the public interest to dispose of the Site for less than fair market value, to promote the redevelopment of state-aided public housing at the Site, taking into account the feasibility of the Redevelopment Project. In such event, pursuant to M.G.L. c. 30B, §16(g), the WHA shall publish notice of its decision in the central register, explaining the reasons for its decision and disclosing the difference between such value and the price to be received.

Applicants shall submit on or before **Wednesday**, **February 5**, **2020** at **3:00 p.m.**, a clearly marked original proposal plus seven (7) copies, including an electronic copy on a flash drive, to:

# Mixed Income Proposal Weymouth Housing Authority Attn: Michael Flaherty, Executive Director 402 Essex Street Weymouth, MA 02188

All information contained in the proposal is public. All packages submitted by the deadline will be opened in public and logged in. Proposals submitted after this time will not be accepted. Proposals should be marked "Mixed Income Proposal" and must include all required documents, completed and signed by a duly authorized signatory, including the following, to be considered a complete proposal:

- a) Cover page labeled Mixed Income Proposal to WHA for the development of (name of development); development entity; contact person, and all contact information (this should be the person who will be the primary contact person);
- b) One clearly marked original, in a three-ring binder, and seven (7) copies of the proposal with required attachments;
- c) An electronic version of the complete proposal submission on a flash drive.

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

All inquiries regarding this RFP should be made via e-mail and directed to: Michael Flaherty, <a href="mfwha@aol.com">mfwha@aol.com</a> no later than 3:00 p.m., <a href="Monday, January 13, 2020">Monday, January 13, 2020</a>. Inquiries should have a subject line entitled: "Mixed Income RFP Inquiry". Any inquiries after such date will not be accepted. All inquiries and responses will be shared with all proposers.

Proposals will be opened publicly at 3:00 p.m. on <u>Wednesday</u>, February 5, 2020. A Proposer may correct, modify or withdraw a proposal by written notice received prior to the time set for opening of proposals. After the opening, a Proposer may not change any provision of the proposal.

Each responsive proposal will be evaluated based on the information provided in the Proposer's submission in accordance with the submission requirements of this RFP and any interviews, references and additional information requested by WHA. Each responsive proposal will be evaluated first for compliance with the threshold criteria, and if it meets those criteria then according to the criteria set forth in <u>Attachment A</u> 'Evaluation Criteria'.

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

# III. Site Tour and Briefing

Interested Proposers are encouraged to attend a voluntary on-site briefing session on <u>Monday</u>, <u>January 6, 2020 at 10:00 a.m.</u> at the WHA Lakeview Manor Management office, at 77 Memorial Drive, Weymouth, MA. Registration to attend the briefing is required no later than the close of business on <u>Friday</u>, <u>January 3, 2020</u>. To register, or for additional information, contact the WHA through Michael Flaherty, at <u>mfwha@aol.com</u>, or Jane Kudcey, Housing Coordinator at <u>ikudcey@weymouth.ma.us</u>.

# IV. Development Objectives

The WHA is seeking a developer to develop a Plan that will achieve the following objectives, taking into account the Site's capacity, good site planning and landscaping considerations, the market and financial feasibility of the proposed Redevelopment Project:

# **Affordability**

The completed Redevelopment Project must provide the same number of state public housing units *in perpetuity* as currently exist on the site, serve households of comparable sizes and income levels, and those units must remain subject to M.G.L. c. 121B and the state public housing regulations at 760 CMR 4.00 *et seq*.

Maximizing Cross-Subsidy; Reducing Cost to Public Resources

Any additional units created may serve households of any income, but given the goal of this program to use high market value units to cross-subsidize the capital and/or operating funding needs of the public housing units, it is expected that proposals will seek to maximize the resources generated by the market units and minimize reliance on competitive state affordable housing capital and operating subsidies for redeveloping the public housing units. The Plan should not propose to use Section 8 Housing Choice Program or MRVP rental vouchers to supplement the state public housing subsidy for public housing units.

Additionally, Proposers should consider a structure that allows for a reinvestment event for the sole benefit of the WHA's remaining public housing portfolio. Models may include, for example, payment of some portion of the project's net cash flow above a certain threshold until the initial grant is recouped, or the WHA sharing in an agreed upon portion of net proceeds generated upon a qualifying capital event.

#### **Unit Types**

The development's unit types should reflect the documented community or regional housing needs as well as be consistent with the Commonwealth's Sustainable Development Principles Request for Proposals

and DHCD's Fair Housing Principles. Public housing and market rate units must be integrated within the development. For this reason, the WHA is interested in the inclusion of units that are intentionally designed units as 'universally accessible' providing single-floor living, which could appeal to people for a variety of reasons.

# **Economic Mobility and Supplier Diversity**

Projects that include a services component for public housing residents will be scored more competitively in this RFP. A services component should include some combination of resident hiring and apprenticeships associated with the construction project as well as ongoing service provision to residents.

Additionally, the RFP should note the strategy for outreach and recruitment of diverse business enterprises including Minority-Owned and Women-Owned Business Enterprises (M/WBE) through design and construction.

# **Building Design and Aesthetics**

The final development's architecture should reflect the local design vernacular and be an outstanding example of superior design, both interior and exterior.

Proposers are encouraged to use their creativity and experience in describing how they will choose materials and methods of construction so as to minimize regular maintenance costs, extend the useful life of the state-aided public housing, improve operational efficiency and cost-effectiveness, afford opportunities for replicability, and achieve energy efficiency while reflecting the design standards of the surrounding community. The overall conceptual project design will be judged as part of the Comparative Analysis described in <u>Attachment A</u>.

# **Energy Efficiency and Climate Resiliency**

The WHA is looking for proposals that include building and site designs that increase the tenants' energy and water savings and limit the project's environmental impact, while also assessing and addressing the Redevelopment Project's vulnerability to the effects of climate change. Details regarding the Proposer's approach to including sustainable and resilient design features should be incorporated into the project description.

#### Site

The Site is zoned Z-3 allowing for multifamily dwelling units. The site is situated on Whitman's Pond and is surrounded by single family unit homes and condominium complexes. Public sewer and water are readily available.

#### **Project Permitting**

Proposals should include a description of the permitting process that the developer plans to use.

# V. Property Description

#### Please see:

Attachment B: Locus Map

Attachment C: Recorded Quitclaim Deed(s) for the Site.

See Attachments H-N for Building detail, Assessor's field cards for the four parcels that make up this property and pictures of current conditions.

Zoning: The Site is currently zoned R-3. This allows as of right multifamily development.

## **Utilities:**

Water Public water availableWastewater Public sewer available

Electric National GridGas National Grid

# VI. Proposal Submission Requirements

## 1. The Developer

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

- The name, address, e-mail address, and telephone number of the proposer, the name of any representative authorized to act on his/her behalf, the name and contact information of the contact to which all correspondence should be addressed, and the names and primary responsibilities of each individual on the development team.
- If the proposer is not an individual doing business under his/her name, a description of the firm and status of the organization (e.g. whether a for profit, not-for-profit or charitable institution, a general or limited partnership, a corporation, LLC, LLP, business association, or joint venture) and the jurisdictions in which it is registered to do business. If the proposer is a non-profit, please include a list of the organization's Board of Directors and areas of expertise they represent.
- The nature of the entity that will acquire an interest in the Site, and the expected guarantors of debt, if any.
- Identification of all principals, partners, co-venturers or sub-developers participating in the transaction, the proposed nature and share of participants' proposed ownership and control of the project, and the proposed legal and financial relationship with the WHA, including any proposed ownership interest of the WHA in the owner entity.
- 3 years of audited or CPA-prepared financial statements, or equivalent demonstration of the Developer's financial strength and ability to honor all financial guarantees, should the need arise.

- Discussion of whether the developer or an affiliate of the developer is proposing to also serve as the property manager. If the developer is not proposing to serve as the property manager, the proposer shall describe the proposed process for securing property management services.
- Identification of the development team, such as architects, engineers, landscape designers, development consultants. If the developer proposes to use a specific contractor, the developer should identify that contractor and discuss the applicability of procurement requirements, including but not limited to: M.G.L. c. 149 §§ 44A 44J; c. 149A; c. 30 §§ 39M, and c. 30B. The Proposer should not assume any exemption from prevailing wage requirements, and should assume that prevailing wage will apply to the entire site, including the construction of any market rate housing. Background information, including firm resumes and resumes for principals and employees expected to be assigned to the project, should be provided.
- A summary of first, the developer's and secondly, the development team's experience collectively and individually, and with similar projects, especially projects serving mixed income communities with a significant market rate tier. Particular attention should be given to demonstrate experience with projects of a similar scale and complexity of site conditions, design and financing, as well as location. Proposer should demonstrate the ability to perform as proposed and to complete the project in a competent and timely manner, including the ability to pursue and carry out design, permitting, financing, construction, and marketing/unit absorption.

# The following format should be used to submit the information for each project identified.

- Project name, location, project type, project scope, start date, projected completion date and actual date of completion, total development costs, key project people.
- Rents or sales prices of units serving over 80% AMI households.
- Narrative on why your experience is relevant to the proposed project.
- Description of the organizational structure of the development team and a plan for the maintenance of effective communications between the WHA and the development team during all phases of the project.
- Information regarding any legal or administrative actions past, pending or threatened that could relate to the conduct of the Proposer, its principals or any affiliates.
- Confirmation that no local, state or federal taxes are due and outstanding for the development team or any constituent thereof and that no member of the development team has been the debtor in a voluntary or involuntary bankruptcy filing within the past 10 years.
- Provision of references for 3 completed projects, with contact names, title and current telephone numbers who can provide information to the WHA concerning the Proposer's experience with similar projects.

# 2. Development Concept

- The proposal must include a preliminary narrative description of a development concept for the Site and its improvements. The Proposer should submit basic information regarding its development concept, including:
  - a. Number and size of units (square footage and number of bedrooms) and affordability levels within each unit size category. Public housing and market-rate units must be integrated within the Redevelopment Project.
  - b. Narrative as to why/how the mix of bedroom sizes and affordability is proposed to ensure project financial feasibility and maximum cross-subsidy, and appropriateness for the marketplace.
  - c. If the Proposer intends to work with the WHA to refine the number, size and affordability levels of units, include narrative as to proposed methodology for final determination of the proposed mix.
- Narrative description of the Proposer's concept for the layout and architectural character
  of the Redevelopment Project and its various programmatic and physical elements,
  including any potential energy savings/green/resiliency elements that the Proposer
  would recommend considering for inclusion in the building and site designs.
- Project financing provide preliminary pro forma development and operating budgets, indicating the anticipated operating income and costs given the projected unit mix, projected equity investment and debt, and the assumptions underlying the numbers. The Proposer should also provide a narrative describing previous success in securing comparable funding. If any local, non-PEHO state or federal subsidy money would be sought to create new affordable units beyond the state-aided replacement public housing units, the Proposer should also describe the type and amounts of subsidies and the timeline for securing those sources. The Proposer should also provide a narrative, supported by the preliminary budgets, of how the proposal maximizes private debt and/or equity for the preservation and ongoing operations of the public housing and how the proposal allows for pay-back of any proposed state investment from a portion of the project's net cash flow or proceeds upon a future capital event for the sole benefit of the WHA's remaining public housing portfolio.
- If including an economic mobility services component, the proposal must include:
  - a. A preliminary narrative description of the Proposer's plan for resident involvement during the construction process, as well as the type(s) of ongoing service provision at the Redevelopment Project.
  - b. A description of the Proposer's experience in achieving resident job and job training opportunities during construction, including the number of residents trained under apprenticeships or hired as a result of past projects, both on a part-time and permanent basis, and other relevant data.
  - c. A letter of interest from a service provider(s) describing the nature of, and its experience in implementing, the proposed ongoing service program(s) including quantitative outcomes, and other relevant data.
- Lender(s) letters of interest (mentioned in the comparative selection criteria)

# 3. Conceptual Drawings

- a. Proposers must include 11 x 17 conceptual drawings including:
  - One or more site plans showing the proposed layout of buildings on the Site;
     and
  - Elevations showing the suggested design of buildings.
- b. If a Proposer is unable to provide the above plans, the Proposer must provide for a mark-up of the Locus Plan for the Site attached as Attachment B, indicating where the Proposer would expect to locate the buildings comprising the Redevelopment Project, together with a narrative description of the Proposer's timetable and methodology for developing the conceptual drawings.

## 4. Sales, Management and Monitoring Plan

- Description of the target market, e.g., pricing and the strategy for marketing all units other than state-aided public housing units.
- The proposal must include a plan for the ongoing management of the development, as well as a monitoring structure that ensures public housing regulations are followed for the state-aided public housing units, including affordability levels and tenant protections. In addition, if the Proposer is including a property manager as part of its initial team, all relevant information as outlined under 'Developer' above should be included with respect to the property manager, as well as details of any projects where the Proposer and the property manager have worked together before.

By submission of its proposal, the Proposer is certifying that the Proposer and/or its proposed management agent:

- Has a clear understanding of fair housing requirements/laws;
- Has a clear understanding of local preference opportunities and requirements;
- Shall utilize appropriate state standards to determine program and unit eligibility
   i.e. qualified tenants;
- Shall establish criteria for tenant selection and a fair and unbiased selection process;
- Shall be responsible for selecting properly qualified tenants; and
- Shall maintain all necessary reports and certifications required under state and federal law.

#### 5. Implementation Plan and Timetable

The WHA expects that the proposed Redevelopment Project will close on all necessary financing sources and commence construction by July 1, 2021 and complete construction within three years of the execution of a Disposition/Development Agreement. The proposal must include a description of how the Plan will be implemented, including but not limited to:

• Preliminary development schedule for all elements of the Plan, including key milestones,

- financing benchmarks, zoning, relocation, construction start, marketing, and projected completion/occupancy timeframes.
- Outline of the anticipated land use, zoning, development, environmental, operational and other governmental permits or regulatory approvals that may be required to carry out the Redevelopment Project. The Proposer should provide a preliminary schedule for securing all governmental permits and regulatory approvals as part of the proposal. The Proposer should note what zoning variances, special permits or modifications are required.

# VII. Developer Selection Criteria

All proposals submitted by the due date will be evaluated for conformance with the below stated minimum criteria. Those proposals that meet the minimum criteria will then be evaluated by the comparative criteria described below. Proposers will be invited for an interview and will be scored by the review committee.

## Minimum threshold criteria

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

- 1. Complete conformance with all submission requirements.
- 2. Proposer must have a minimum of 15 years' experience in development of housing utilizing multiple financing sources and have developed and managed at least two mixed-income housing development projects, of at least one hundred units each, which have a significant proportion of market-rate units.
- 3. Proposer must be willing to act as a Co-Applicant with the WHA in responding to the DHCD State-Aided Public Housing Mixed Income Demonstration NOFA.
- 4. Proposal preserves 100% of the state-aided public housing units for occupancy by eligible households at rents compliant with M.G.L. c. 121B and DHCD's public housing regulations.
- 5. Developer availability to commence work within 180 days of selection; show sufficient staff resources and availability to perform required services
- 6. Completed required forms at Attachments E, F and G:
  - Certificate of non-collusion
  - Tax compliance
  - Disclosure of beneficial interests form as required by M.G.L. c. 7, section 40J

## **Comparative Evaluation Criteria**

Projects meeting the <u>minimum criteria</u> will then be judged on the following additional <u>comparative evaluation criteria</u>:

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

- <u>Development Experience</u>: extent to which the Proposer's experience exceeds the minimum criteria; the Proposer's prior track record in the construction of housing of a similar scale and type, and the experience of the development team with regard to mixed income housing development, including a significant market rate tier, and the demonstrated ability to complete projects on time and within budget.
- <u>Developer Financial Capacity</u>: identification of all other real estate owned by the Proposer (including affiliates); certification as to whether any member of the development team has been named as debtor in any voluntary or involuntary bankruptcy proceeding within the past ten years; ability to secure financing as evidenced by letter(s) from prospective lender(s) indicating that the Proposer has a strong financial capacity including sufficient net worth and access to financing to carry out a project of the magnitude being proposed; 3 years of audited or CPA-prepared financial statements or equivalent demonstration of the Developer's financial strength and ability to honor all financial guarantees, should the need arise.
- <u>Staffing Plan:</u> the Proposer demonstrates the staff capacity to take on the work within 180 days of award.
- Experience developing energy efficient, resilient housing

## **Management Experience and Capacity**

- Management approach: high quality management team with direct experience and proven track record in managing mixed-income housing including deeply affordable units.
- <u>Marketing and Management of Affordable Rental Units:</u> experience in marketing and managing affordable rental units.
- Marketing and Management of Market Rate Units: experience in marketing and successfully selling or renting, as applicable, market rate homeownership and/or rental units at prices/rents consistent with initial projections within a time frame consistent with initially projected absorption period.

# Redevelopment Project Objectives, Concept and Feasibility

- <u>Development Objectives and Concept:</u> a proposal, addressing the objectives and concepts described above, with a mix of bedroom and income ranges fully integrated within the Redevelopment Project and reflecting knowledge and understanding of project constraints, in particular legal constraints re: the ownership structure and, if applicable, water and septic systems.
- <u>Financial Feasibility</u>: extent to which the project is feasible financially and proposed resources are attainable, taking into account visible site conditions and any identified environmental, zoning and other permitting issues and the affordability requirements and goals as described above, based on analysis of Proposer narrative.
- Sources and Uses: proposed pro forma budgets that are based on current cost and market conditions. Extent to which reliance on competitive state affordable housing resources to fund public housing units are minimal and debt and private equity comprise a majority of the development sources.

- <u>Pro forma operating budget:</u> appropriate for target population, reasonableness of management, administrative, maintenance, service provision, and utility costs.
- <u>Economic Mobility and Supplier Diversity:</u> extent to which the Proposer has had
  previous success in providing construction-related job opportunities to residents.
  Extent to which the proposed ongoing service provision has a proven track record of
  success and affords the greatest potential for economic mobility for residents at the
  Site. Extent to which there is a realistic, robust plan for outreach and recruitment of
  diverse business enterprises including MBE/WBEs.

## **Design Concept**

- <u>Site and Building design:</u> narrative and any conceptual plans submitted reflect a superior design approach taking into account identified housing needs that creates sufficient density to maximize cross-subsidy from market rate production while respecting the context of its surroundings, reflects the local design vernacular provides community while maintaining individual tenant privacy, provides adequate parking, and provides adequate recreation space.
- <u>Sustainable and resilient design elements:</u> stated commitment to energy saving design and identification of potential use of green/sustainable materials, methods and systems, including those that will make the property more <u>resilient to climate change.</u>

# Fee Proposal

- <u>Development / Land Fee:</u> extent to which fee to authority adequately compensates for value of public housing land, after considering objective of minimizing public subsidy. Extent to which fee proposal is prioritized within project budget.
- Asset Management Fee: extent to which fee adequately compensates authority for cost
  of monitoring for compliance with state public housing regulations, state statute, and
  regulatory and operating agreement. This fee must be paid to the WHA on an annual
  basis and built into the operating budget for each phase. Fee will be paid for year one of
  operations, on a per unit basis. This amount will be the basis for negotiating the WHA's
  Asset Management fee in future years.

#### Results of reference checks

#### VIII. Selection Process

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

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

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

#### IX. Post Selection

## **Disposition/Development Agreement**

It is the intent of the WHA to enter into a Disposition/Development agreement with the selected proposer within 90 days of selection and ultimately to sell or lease the Site to the Developer or an affiliated ownership entity formed by the Developer, subject to such restrictions as the WHA deems necessary to preserve 100% of the existing state-aided public housing units. Disposition of the Site will only occur after compliance with all remaining applicable requirements of M.G.L. c. 30B and achievement of benchmarks to be identified in the Disposition/Development Agreement, including without limitation DHCD approval and the developer having secured all necessary financing and permits. The Disposition/Development agreement will be finalized after the selection process. A draft Disposition/Development agreement is attached as Attachment D.

## X. Attachments

- A. Comparative Evaluation Criteria
- B. Locus map
- C. Deed(s) to existing Site
- D. Draft Land Disposition and Development Agreement
- E. Certificate of Non-Collusion
- F. Tax Compliance Certificate
- G. Disclosure of Beneficial Interest
- H. Lakeview Manor Satellite Map
- I. Existing Site Building Description
- J. 50 Memorial Drive Parcel Map and Property Card
- K. 77 Memorial Drive Parcel Map and Property Card
- L. O Joseph A. Fern Court Parcel Map and Property Card
- M. O Middle St. Parcel Map and Property Card
- N. Lakeview Manor current conditions photos

# ATTACHMENT A

# COMPARATIVE EVALUATION CRITERIA

1			HIGHLY
CAPACITY (TEAM)	UNACCEPTABLE	ADVANTAGEOUS	ADVANTAGEOUS
and capability for designing, permitting, developing and managing projects of a similar scale and type, including mixed income residential projects.  Demonstrated financial capacity as evidenced by required documentation.  Demonstrated experience securing financing for similar projects.  The adequacy of the proposed	Development team members have had only minimal experience in the development of mixed income projects of a similar scale and type, including legal, design, development, financing, and management experience with rental housing.	Development team members have had significant experience in the development of mixed-income projects of a similar scale and type, including significant legal, design, financing, affordable housing management, and development experience.  Energy efficient, resilient buildings part of standard development approach.	Development team members have significant and substantial successful development of mixed income housing projects of a similar scale and type, including significant legal, design, financing, affordable housing management and development experience. Energy efficient and resilient design is their standard approach to design and development.

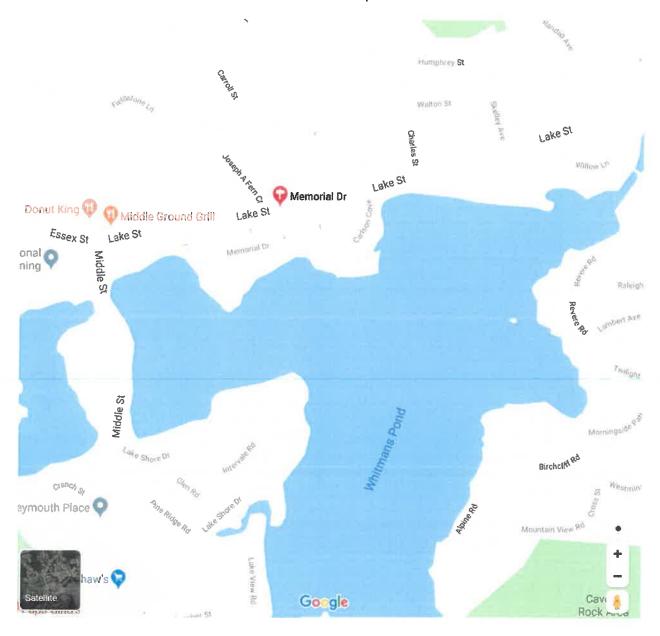
REDEVELOPMENT PROJECT OBJECTIVES, CONCEPT AND	UNACCEPTABLE	ADVANTAGEOUS	HIGHLY ADVANTAGEOUS
FEASIBILITY	ONACCEPTABLE	ADVANTAGEOUS	ADVANTAGEOUS
<ul> <li>Proposal addresses the objectives and concepts described in the RFP, with a mix of bedroom and income ranges fully integrated within the Redevelopment Project, and reflects knowledge and understanding of project constraints, in particular legal constraints re: the ownership structure, and, if applicable, water and septic systems.</li> <li>Project assumptions are reasonable and support a conclusion that the project is feasible financially and proposed resources are attainable, taking into account visible site conditions and any identified environmental, zoning and other permitting issues and the affordability requirements and goals as described in the RFP.</li> <li>Adequacy of proposed development budget based on current cost and market conditions, and ability to maximize debt and private equity with little to no reliance on competitive state affordable housing resources for public housing redevelopment.</li> <li>Pro forma operating budget includes rents that are appropriate in relation to market as well as reasonable assumptions management, administrative costs, maintenance and utility costs.</li> <li>Proposal includes economic mobility plan, inclusive of resident hiring /</li> </ul>	Proposal does not demonstrate an understanding of development process, constraints, costs and operating budgets for mixed-income projects including a combination of affordable and market-rate housing.  Proposal relies to a significant extent on other competitive state affordable housing resources.	Proposal contains realistic development and operating budgets with little reliance on competitive state affordable housing resources for the redevelopment of the public housing units or public infrastructure improvements; realistic economic mobility programing for residents; and demonstrates developer's proven track record in securing necessary financing for similar transactions.	Proposal contains realistic, detailed and cost-effective development and operating budgets with no reliance on competitive state affordable housing resources for the redevelopment of the public housing units; realistic, detailed and cost-effective economic mobility programming for residents; and demonstrates developer's high degree of success in securing necessary financing and other sources of funding for similar transactions.

apprenticeships and outreach/recruitment of MBEs/WBEs during construction as well as ongoing service provision.  DESIGN CONCEPT  • Creative, thoughtful and efficient site design concept that is cost-effective and high quality, creates density to maximize cross-subsidization while respecting the context of its surroundings.  • Site plan creates community while maintaining tenant privacy.  • Plan reflects local design vernacular.  • Plan provides adequate parking and adequate recreation space.  • Design concept for market units is thoughtfully tailored to maximize the value of the units.  • Design incorporates materials, methods and systems that maximize energy efficiency and minimizes vulnerabilities to climate change.	UNACCEPTABLE  Proposal fails to either present and support the feasibility of an attractive viable proposed design, or describe in detail the methodology and criteria to be applied in developing an attractive and viable design proposal.	ADVANTAGEOUS The proposal meets all design requirements of the RFP or outlines in reasonable detail the methodology and criteria to be applied in developing a design that meets all design requirements.	HIGHLY ADVANTAGEOUS  The proposal exceeds the design requirements of the RFP or outlines in reasonable detail the methodology and criteria to be applied in developing a design that exceeds the design requirements.  HIGHLY
FEE PROPOSAL	UNACCEPTABLE	ADVANTAGEOUS	ADVANTAGEOUS
<ul> <li>Proposal provides compensation to housing authority for value of land, net of public value provided through proposal</li> <li>Proposal provides compensation to housing authority for cost of ongoing monitoring compliance with</li> </ul>	Proposal include minimal or no payment for land or development services.  Proposal includes minimal or no asset management fee	Proposal provides fair compensation for land.  Proposal includes asset management fee, "above the line", as part of project operating	Proposal includes "above the line" development/land fee payment.  In addition to land/development payment, fee proposal allocates

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state public housing		budget, and	housing authority
regulations, state statute, and	Asset Management	adequately covers	share of net cash
regulatory and operating	fee is "below the	cost of monitoring.	flow and/or proceeds
agreement requirements.	line" and not part of		upon sale or
	project operating		refinance.
	budget.		
			Proposal includes
			asset management
			fee, "above the line",
			as part of operating
			budget that
			adequately covers
			cost of monitoring.
REFERENCES, SITE VISITS &			HIGHLY
Interview	UNACCEPTABLE	ADVANTAGEOUS	ADVANTAGEOUS
<ul> <li>References – a minimum of</li> </ul>	Minimum of 3	Strong references	Strong references
three references, include	references not	reflecting projects	reflecting timely
references from all projects	supplied, or	came in on time	completion &
undertaken in the last 10 years.	references were poor	and within budget,	developer's excellent
<ul> <li>Site visits - the selection</li> </ul>	and/or inadequate.	good property	budget control,
committee may choose to visit	Properties visited	management	property mgmt
proposers' completed projects.	were in poor	structure.	structure and
<ul> <li>Interview of Proposer by HA</li> </ul>	condition. Residents	Properties visited	professionalism.
or its evaluation committee.	were not pleased.	were in good	Sites visited were in
	Proposer did not	condition, site	great condition,
	adequately address	layout was	layout &
	HA questions in the	efficient, buildings	landscaping
	interview.	were well	excellent, great
		designed,	building design and
		Residents were	use of energy
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		Interview	materials. Residents
		questions were	very happy. Inter-
		satisfactorily	view questions
		addressed.	thoroughly
			addressed; greatly
			impressed interview-
			ers with ability to
			successfully
			complete project.

# Attachment B

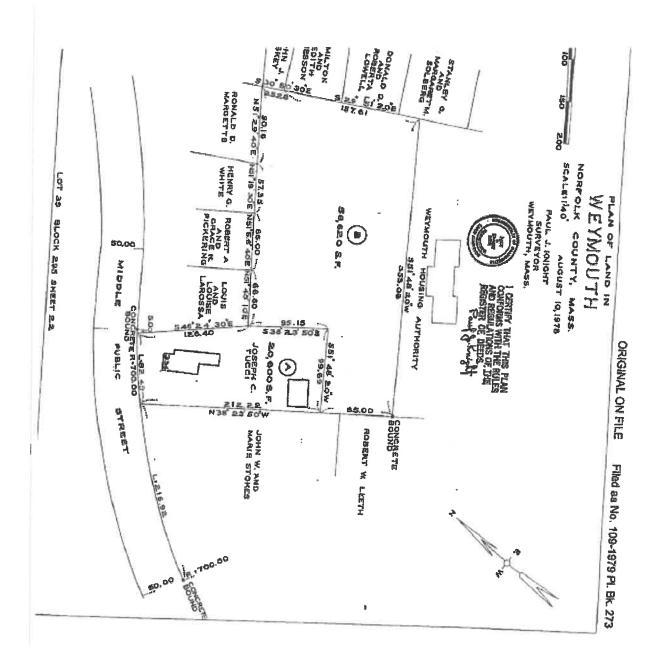
# Locus Map



# Attachment C

# Recorded Deed(s) to Site

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	set place of business at 575 Bridge Street, with untitle nowing a reincipal Earth Weynouth, Norfolk County, Massachusetts.
	stebends A certain parcel of land with buildings thereon located in the flow of Weymouth, and show as Lot H on a certain "Flan of Land in Weymouth Battle County, Hase, Weidersoftworker dated August 10, 1978, by Faul J. Right, Surveyor," being recorded herewith, and being more perticularly bounded and described as follows:
	SOUTHEASTERLY by land of the Westernth Women's total
	SCUREWRSTERLY tance of 353.06 feet; by lands now or formerly of Robert W. Leeth and John W. Stokes et ux for a distance of 85.00 feet;
	of 99.69 fact:
	SCUMMENTERLY by resaining land of Joseph C. Tucci for a distance of 95.15 feet;
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	of 280, il feet, and
. 7	DURTHEASTERLY by kinds now or demonstrate of taken to the
*	of ux, Donald D: Lowell of ux and Stanley G. Solberg of ux for a distance of 182.89 feet,
f(t)	Said parcal containing an area of 56,620 square feet.
1	For my title see deed of Jessph Sakalauskas to be dated May 18, 1965,
	and recorded with Morfolk Deeds Book 4257 Fage 201 and deed of Bavarly R. Thogi, Administratrix of the Estate of John S. Tugel, dated October 31, 1957, and recorded with Norfolk Deeds Book 4471 Page 594.
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# Attachment D

# LAND DISPOSITION/DEVELOPMENT AGREEMENT

# LAND DISPOSITION/DEVELOPMENT AGREEMENT

This Land Disposition/Development Agreement (this "Agreement") is made as of this day of, 2020, by and between XYZ, a Massachusetts [corporation][limited partnership][limited liability company], having a place of business at 123 Main Street, Anywhere MA 02601 ("Developer") and the Housing Authority, a public body corporate and politic organized under the laws of the Commonwealth of Massachusetts, having a place of business at (address) ("HA").
<u>Recitals</u>
A. HA is the owner in fee simple of certain property known aslocated at(address) MA   ("Existing Property") containing units of state-aided public housing currently operated by HA. HA wishes to redevelop all or a portion of the Existing Property (the designated redevelopment area being referred to herein as the "Project Site") as a mixed-income rental housing development, including the same number of state-aided public housing units as are currently located at the Property.
B. On or about, HA issued a request for proposals (the "RFP") in connection with the contemplated development, rehabilitation, construction and operation of mixed income rental housing, including at least units of state-aided public housing on the Project Site. The RFP contemplated that the successful proposer would apply, as a co-applicant with the HA, to the Massachusetts Department of Housing and Community Development ("DHCD") for grant funding under Phase II of DHCD's Partnership to Expand Housing Opportunities program ("PEHO II") Notice Of Funding Availability issued in May, 2019 (the "NOFA"). The RFP also constituted the HA's notice that the Project Site was available for disposition, and indicated that the HA would select the successful proposer to acquire an interest in the Project Site.
C. On or about
D. HA and Developer desire to enter into an agreement pursuant to which the HA will dispose of an interest in the Project Site to Developer and Developer will develop,
Request for Proposals

Page 23

construct and operate the Project on the Project Site in accordance with this Agreement as set forth below.

## Agreement

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

# Article 1. <u>Disposition of Project Site; Developer Right of Entry; Long-Term Use Restriction.</u>

- 1.1 <u>Determination of Project Site Boundaries</u>. The parties agree that the exact boundaries of the Project Site shall be as delineated in the site plan or survey attached as <u>Exhibit</u>, subject to minor adjustments based on an updated survey to be obtained prior to closing.
- amount to be negotiated, to be funded as a project expense or as a percentage of cash flow. [Note to housing authorities: A ground lease must be used with respect to the disposition of any portion of the project for multi-family rental housing. If the project is expected to include homeownership units, language will be needed describing the conveyance of a fee simple interest in that portion of the Project Site, and describing the sale price. The Housing Authority can also negotiate an asset management fee for monitoring and other services in addition to an economic rent. These ground lease terms are placeholders and can be adjusted through negotiation as the project moves toward financial closing]
- 1.3 Developer Right of Entry Prior to Disposition. HA grants to Developer, its agents, employees, subcontractors, and their agents and employees, a license to enter onto the Project Site for the purpose of investigating site conditions including, without limitation, surveying, conducting soil tests or borings, and conducting other investigations or engineering tests. Any such entry shall be done at Developer's sole cost and expense, and at Developer's sole risk. Developer agrees to indemnify, defend, and hold harmless HA and its employees and agents, from and against any cost, expense, claim or liability arising from any such entry onto the Project Site by Developer, its agents, employees or subcontractors. Developer agrees that it shall conduct all such tests and investigations in a manner which will cause as little damage as possible to the Project Site, and in the event of any such damage, shall promptly repair and restore the same at its sole cost and expense. Developer agrees further that all such tests and investigations will be conducted in compliance with all applicable laws and regulations, with due

respect for the privacy and safety of residents of the Project Site, and consistent with any applicable notice provisions of HA's leases with residents of the Project Site.

- 1.4 Long Term Use Restriction. At the time of disposition of the Project Site, Developer shall execute and deliver to HA a recordable land use restriction agreement (the "LURA"), consistent with the requirements of the NOFA and the RFP, enforceable as a perpetual restriction encumbering the Project Site under G.L. c. 184 Sections 31-33, pursuant to which Developer shall agree to use the Project Site solely for multifamily residential housing, including state-aided public housing as required by this Agreement, excepting any other incidental uses necessary for the success of the development.
- 1.5 <u>Additional Sites</u>. Nothing in this Agreement shall preclude Developer from incorporating into the Project, with the prior written consent of HA and DHCD, one or more adjacent parcels of land; provided that any LURA entered into pursuant to Section 1.4 of this Agreement shall encumber such additional land as well as the Project Site.

# Article 2. Development of Project; Public Housing; Term of Agreement.

- 2.1 <u>The Project</u>. Subject to the Requirements (defined in Section 4.1 below), and further subject to *[describe any special HA rights, such as the HA right to monitor and enforce compliance of the Development with applicable laws and contracts]*, Developer shall have responsibility for all aspects of the design, development, construction and operation of the Project.
- 2.2 <u>State-Aided Public Housing.</u> of the dwelling units at the Project shall be state-aided public housing units, operated in accordance with G.L. c. 121B and any applicable regulations and/or administrative guidance issued by DHCD.
- 2.3 <u>Development Costs</u>. It is understood and agreed that Developer shall receive the Project Site in an "as is" condition and shall bear all costs associated with the Project as contemplated hereunder. Developer is solely responsible for obtaining all financing for the development of the Project. This sole responsibility shall in no way preclude Developer from applying with HA for and receiving funds from DHCD under the Demonstration Program, or from applying for and receiving locally available financial assistance for affordable housing initiatives within *[City/Town]*, such as Community Preservation Act funds. HA will pay its own legal fees in connection with preparation and negotiation of this Agreement and any closing documents.
- 2.4 <u>Term of Agreement</u>. This Agreement shall become effective on the date approved in writing by DHCD, and if not sooner terminated pursuant to Section 3.4 shall have a term of three (3) years; provided, that all provisions of this Agreement governing the use restrictions applicable to the Project and Developer's indemnity obligations under Section 3.2 shall survive the termination of this Agreement and shall be enforceable in perpetuity or for the longest period permitted by law, which in any event shall be for at least ninety-nine (99) years.

## Article 3. Respective Responsibilities of Parties.

- 3.1 Responsibilities of Developer. All aspects of the development of the Project as a financially feasible project shall be the responsibility of Developer, it being understood that Developer shall only be responsible for the construction and operation of the Project to the extent Developer timely receives all funding, permits and approvals contemplated in the Proposal or this Agreement or otherwise necessary for the Project. Items 3.1(a), (b) and (c) are required for documentation that the Developer is diligently pursuing his obligations to the HA as further detailed in Article 5.1.1. Specific Developer responsibilities include, without limitation, the following:
- (a) Developer shall provide HA on a timely basis with all information with regard to Developer's activities which HA reasonably requests, and shall submit to HA for its prior approval all significant Project contracts, materials, plans and documents.
- (b) Developer shall coordinate, direct and manage the Project development and construction teams identified in the Proposal and any other team members subsequently selected by Developer (which shall be subject to HA's approval). Developer shall provide HA with contact information for all team members. Note to Housing authorities: LHAs should negotiate with their developer partners the scope of LHA approval rights.
- (c) Developer shall apply for, secure, and enter into all necessary Project financing and subsidy arrangements. Developer shall keep HA fully informed of all applications for government assistance and public or private financing with respect to the Project and upon request shall provide HA with copies of formal submissions in addition to the drafts submitted for prior HA approval.
- (d) Developer shall obtain hazard and liability insurance reasonably satisfactory to HA, DHCD and all funding sources.
- (e) Developer shall use diligent efforts to adhere to the Project Development Schedule attached as Exhibit B.
- (f) Developer shall comply with all the Requirements (defined below), and shall obtain all necessary governmental consents and approvals, including, if required, a comprehensive permit pursuant to M.G.L. Ch. 40B or any other zoning permits, a building permit and other municipal, state or federal permits, prior to undertaking any work on the Project.
- (g) Developer shall manage and supervise the construction of the Project in a good and first-class workmanlike manner and employing new materials of good quality and in accordance with the terms of the Ground Lease and the LURA and all Requirements.
- (h) Developer shall not permit any mechanics' liens or similar liens to remain upon the Project Site for labor and materials furnished to the Project in connection with work of any character performed at the direction of Developer and shall cause any such lien to be released of record without cost to HA pursuant to the terms of this Agreement, by satisfaction and discharge of such lien or release of such lien by bond.
- (i) Developer shall provide reasonable access, at reasonable times and from time to time, to HA to inspect Developer's books and records, the Project Site, and the Project, and to assure compliance with the provisions of this Agreement, provided that the HA provides Developer at least twenty-four hours' prior notice thereof except in case of emergency.

- 3.2 <u>Developer Indemnification</u>. Developer agrees to defend, indemnify and hold HA harmless from and against any and all liabilities, losses, costs, expenses (including attorneys' fees), causes of action, suits, claims, damages, demands, judgments or expenses from any and all claims, actions, or suits of any nature whatsoever that may be imposed upon, incurred by, or asserted against HA by reason of this Agreement,. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.
- 3.3 <u>Responsibilities of HA</u>. The following matters shall be the primary responsibility of HA:
- (a) HA shall review on an expeditious basis any matter submitted to it for review or approval and advise Developer of approval or denial, and (if relevant) of its reasons for denial.
- (b) HA shall cooperate with Developer in providing information within HA's possession and in joining Developer as a co-applicant as reasonably necessary to obtain licenses, approvals, clearances, comprehensive permit and other permits, or other cooperation from local, state, and Federal agencies and officials and from local governing bodies, including with respect to the approval of the Project by DHCD pursuant to 760 CMR 4.11-4.15, et. seq.; provided, that in no event will HA be responsible for the cost of preparing any such applications. HA will also cooperate with Developer in pursuing any real estate tax exemptions and abatements that may be available for the Project.
- (c) In no event shall HA assume any responsibility as a borrower, guarantor or endorser of any debt relating to the Project Site or the Property.
- (d) Notwithstanding the provisions of Subsection (b) above, the HA shall not be required to join in or become a party, nominal or otherwise, to any proceeding in which it will oppose the [City][Town] of \_\_\_\_\_\_ or the Commonwealth of Massachusetts or any agency, authority, branch, housing authority, division, office or subdivision of or for the [City][Town] of \_\_\_\_\_\_ or the Commonwealth of Massachusetts, nor shall the HA be required in connection with any such proceeding or otherwise to oppose in any way any policy previously established by the HA nor to take any position inconsistent with a position previously taken and made public by the HA.
- 3.4 Responsibilities of Both Parties. If resources anticipated by the parties for the Project become unavailable, or for any reason the Project ceases to be feasible, including, without limitation, due to engineering constraints of the Property, HA will work with Developer, both in good faith, to develop changes or alternate plans which accomplish the original goals set forth in this Agreement to the maximum extent possible given available resources, which changes may include a change in the number of the units in the Project but shall not include a reduction in the number or size of state-aided public housing units or a change in the eligibility criteria for such units. In the event that the parties, using good faith, are either unable to identify feasible changes or alternate plans or to agree upon proposed changes or alternate plans within six (6) months after the need for changes or alternate plans has been identified, either party may terminate this Agreement upon thirty (30) days' written notice to the other party, in which event Developer shall be entitled to termination expenses to the extent authorized under Section 5.5 below.

# Article 4. Plans; Project Development Schedule

- 4.1 <u>Plans</u>. The development and construction of the Project shall be in substantial compliance with the RFP and such site plans, concept plans, plans and specifications and the like, approved pursuant to this Agreement by the parties ("<u>Plans</u>"), unless changes are agreed upon in writing by the parties. In addition, Plans shall comply with all applicable Town of \_\_\_\_\_\_ ordinances, regulations and processes (as the same may be affected by any variances, permits or approvals, "<u>Local Ordinances</u>") and with the terms and conditions of any variances, permits and approvals obtained for the Project (the Approved Plans and Local Ordinances), together with any other applicable federal or state laws, regulations, notices, rulings or administrative guidance, collectively, the "<u>Requirements</u>").
- 4.2 <u>Project Development Schedule</u>. Attached hereto as <u>Exhibit B</u> is the Project Development Schedule, including proposed dates for performance of certain milestones.

#### Article 5. Default; Remedies.

- 5.1 <u>Default by Developer</u>. The occurrence of any of the following events shall constitute an event of default ("<u>Event of Default</u>") under this Agreement by Developer:
- 5.1.1 If Developer fails to diligently prosecute the development and construction of the Project in accordance with the Requirements, the LURA and all other applicable requirements of this Agreement or to observe or perform in any material respect any covenant, condition, agreement or obligation hereunder and shall fail to cure, correct or remedy such failure within thirty (30) days after the receipt of a written notice thereof, unless such failure cannot be cured by the payment of money available to the Project and cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if Developer proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof, but in no event shall such extended cure period extend beyond ninety (90) days;
- 5.1.2 If Developer shall be adjudicated bankrupt or be declared insolvent under the federal bankruptcy code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts (hereinafter collectively "Bankruptcy Laws") or if Developer shall (a) apply for or consent to the appointment of, or the taking of possession by, any receiver, custodian, trustee, United States Trustee, or liquidator (or other similar official) of Developer or of any substantial portion of Developer's property, or (b) generally not pay its debts as they become due, admit in writing its inability to pay its debts generally as they become due, or (c) make a general assignment for the benefit of its creditors, or (d) file a petition commencing a voluntary case or seeking to take advantage of any Bankruptcy Law; or
- 5.1.3 If an order for relief against Developer shall be entered in any involuntary case under any Bankruptcy Law, or if the petition commencing an involuntary case against Developer or proposing reorganization of Developer under any Bankruptcy Law shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within sixty (60) days after filing, or if a proceeding or case shall commence in any court of competent jurisdiction seeking aid or liquidation, the organization, dissolution, winding up or adjustment of debts of Developer, or the appointment of a receiver, custodian, trustee, United States Trustee, or Request for Proposals

liquidator or (other similar official) of Developer or of any substantial portion of Developer's property, or any similar relief as to Developer pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving any or ordering any of the foregoing shall be entered and continued unstayed and in effect for thirty (30) days.

- 5.2 Remedies for HA. If there is an Event of Default by Developer, in addition to any and all other remedies available to it at law or in equity, HA may (a) terminate this Agreement upon written notice to Developer, (b) seek specific performance of Developer's obligations hereunder, and/or (c) seek monetary damages. In the event that HA initiates enforcement or other legal proceedings to enforce this Agreement or to otherwise redress a breach of this Agreement by Developer, in addition to any other remedies to which HA may be entitled, Developer shall pay to HA forthwith any and all costs and expenses, including attorneys' fees, that are incurred in enforcing this Agreement or prosecuting any such proceedings.
- 5.3 <u>Default by HA</u>. The occurrence of any of the following events shall constitute an Event of Default by HA hereunder:
- 5.3.1 If HA fails in any material respect to observe or perform any covenant, condition, agreement or obligation hereunder, and shall fail to cure, correct or remedy such material default within thirty (30) days after the receipt of written notice thereof, unless such failure cannot be cured by the payment of money and cannot with due diligence be cured within a period of thirty (30) days, in which case such failure shall not be deemed to continue if the HA proceeds promptly and with due diligence to cure the failure and diligently completes the curing thereof, but in no event shall such extended cure period extend beyond ninety (90) days;
- 5.3.2 If HA shall be adjudicated bankrupt or be declared insolvent under any Bankruptcy Laws or if HA shall (a) apply for or consent to the appointment of, or the taking of possession by, any receiver, custodian, trustee, United States Trustee, or liquidator (or other similar official) of HA or of any substantial portion of HA's property, or (b) generally not pay its debts as they become due, admit in writing its inability to pay its debts generally as they become due, or (c) make a general assignment for the benefit of its creditors, or (d) file a petition commencing a voluntary case or seeking to take advantage of any Bankruptcy Law; or
- 5.3.3 If an order for relief against HA shall be entered in any involuntary case under any Bankruptcy Law, or if the petition commencing an involuntary case against HA or proposing reorganization of HA under any Bankruptcy Law shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within sixty (60) days after filing, or if a proceeding or case shall commence in any court of competent jurisdiction seeking aid or liquidation, the organization, dissolution, winding up or adjustment of debts of HA, or the appointment of a receiver, custodian, trustee, United States Trustee, or liquidator or (other similar official) of HA or of any substantial portion of HA's property, or any similar relief as to HA pursuant to any Bankruptcy Law, and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving any or ordering any of the foregoing shall be entered and continued unstayed and in effect for thirty (30) days.
- 5.4 <u>Remedies for Developer</u>. If there is an Event of Default by HA, Developer's sole remedy shall be to terminate this Agreement upon written notice to HA and to receive termination expenses to the extent authorized under Section 5.5 below.

- 5.5 <u>Termination Expenses</u>. If this Agreement is terminated for any reason other than a default by Developer continuing beyond applicable notice and grace periods, then Developer shall be entitled to receive payment for its third-party costs and expenses incurred in good faith prior to the effective date of termination, only upon the following conditions:
- 5.5.1 Such costs and expenses shall be consistent with a pre-development budget approved by HA in its sole discretion;
- 5.5.2 HA shall have agreed in writing to fund the pre-development costs set forth in such budget out of the a grant under the Demonstration Program or another source of pre-development funding (provided, that HA shall not pay any pre-development costs out of state-aided public housing operating subsidy, tenant-paid rents, or capital funds without prior written approval by DHCD);
- 5.5.3 Developer shall have submitted to HA invoices and other back-up documentation reasonably required by HA to evidence that such costs were actually incurred and reasonable given the progress of the applicable third-party work;
- 5.5.4 If so requested by HA, Developer shall have provided prompt notice to the applicable third-party contractor to cease work under its contract, to limit the amount of costs incurred prior to the effective date of termination of this Agreement; and
- 5.5.5 If so requested by HA, Developer shall have executed such assignments and approvals as may be necessary to transfer any such third-party contracts and the ownership of any work product produced thereunder to HA.

In no event shall HA be responsible for the payment of Developer's staff costs, overhead, or any other costs or expenses associated with the Project other than the third-party costs and expenses described above.

# Article 6. Miscellaneous.

- 6.1 <u>Integration</u>. This Agreement expresses the entire agreement of the parties, and supersedes and replaces any prior agreements of the parties, written or oral.
- 6.2 <u>Applicable Law</u>. This Agreement shall be construed under the laws of the Commonwealth of Massachusetts.
- 6.3 <u>Amendment</u>. This Agreement may be amended only by a written instrument, executed by both parties.
- 6.4 Notices. Whenever, by the terms of this Agreement, notice or any other communication shall or may be given, such notice or communication shall be in writing and shall be deemed given upon the earlier of (i) actual receipt by the party to whom addressed or by such party's agent or employee, (ii) two business days after being deposited in the U.S. mail, registered or certified mail, postage prepaid, or (iii) one business day after being delivered to a so-called "overnight" mail service with 1-day service, in any event addressed as follows:

Housing Authority, Anywhere, MA 01111 Attn:, Executive Director
Chief Counsel Department of Housing and Community Development 100 Cambridge St, Suite 300 Boston, MA 02114
XYZ corporation, 460 Main Street Anywhere, MA 02222 Attn:, Project Manager
Attorney ABC LLP 123 Main Street Boston, MA 02122

6.5 Approvals and Consents. Where the approval or consent of either party is required, such approval or consent shall not be unreasonably withheld, conditioned or delayed. All approvals and consents shall be requested and provided in writing. Any denial of an approval or consent shall be in writing and shall contain a clear and full statement of the reasons for the denial. Unless otherwise specifically provided in this Agreement, if approval or consent is requested pursuant to the notice procedures set forth in this Agreement and if no response is received within thirty (30) days of the notice, the approval or consent shall be conclusively deemed granted. Any such approvals or consents to be deemed granted after a period of non-reply shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

"NOTICE THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY. FAILURE TO RESPOND WITHIN \_\_\_ DAYS SHALL RESULT IN AUTOMATIC APPROVAL."

- 6.6 <u>Prohibition on Assignment</u>. This Agreement may not be assigned or transferred by Developer without the written consent of HA and DHCD. Notwithstanding the foregoing, for the purposes of this Agreement, "<u>Developer</u>" shall refer variously to XYZ corporation and, as the context dictates, any entity which either directly or indirectly controls, is controlled by or is under common control with XYZ corporation, which XYZ corporation may organize to accomplish its obligations hereunder.
- 6.7 <u>DHCD Approval</u>. This Agreement shall not take effect until it has been approved in writing by DHCD.

Request for Proposals

- 6.8 Governing Law; Severability. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, or portion of any provision of this Agreement shall not affect the validity of the remaining portions hereof.
- 6.9 <u>Waiver</u>. The failure on the part of Developer or HA, as the case may be, to complain in any one or more cases of any action or inaction on the part of the other party, or to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option contained herewith, no matter how long the same may continue, shall never be deemed or construed to be a waiver by such party of any of its rights hereunder, or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Developer or HA shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.
- 6.10 <u>Binding</u>; <u>Successors</u>. The terms of this Agreement shall be binding on the parties and their respective successors, heirs and assigns. All references in this Agreement to the Developer shall be deemed to apply to the Developer and any entity or entities established by the Developer to carry out the Project. All covenants, agreements, terms and conditions of this Agreement shall be construed as covenants running with the land, and this Agreement may be recorded by either party; provided, that by mutual agreement of the parties, this Agreement may be superseded in whole or in part by the Ground Lease and the LURA.
- 6.11 <u>Headings and Captions for Convenience Only</u>. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

[signature page follows]

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

XYZ corporation
By:
Chief Executive Officer
Housing Authority
By:
Executive Director

# **List of Exhibits**:

Exhibit A Proposal

Exhibit B Draft Project Development Schedule

Exhibit C Form of Ground Lease

# Attachment E

# **Certificate of Non-Collusion**

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

Individual or Corporate Name of Proposer	Date
Signature of Authorized Agent	Printed Name of Authorized Agent

# Attachment F

# **Tax Compliance Certificate**

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

Name of Proposer:	
Signature:	
Printed Name:	
Title:	
Date:	

# Attachment G

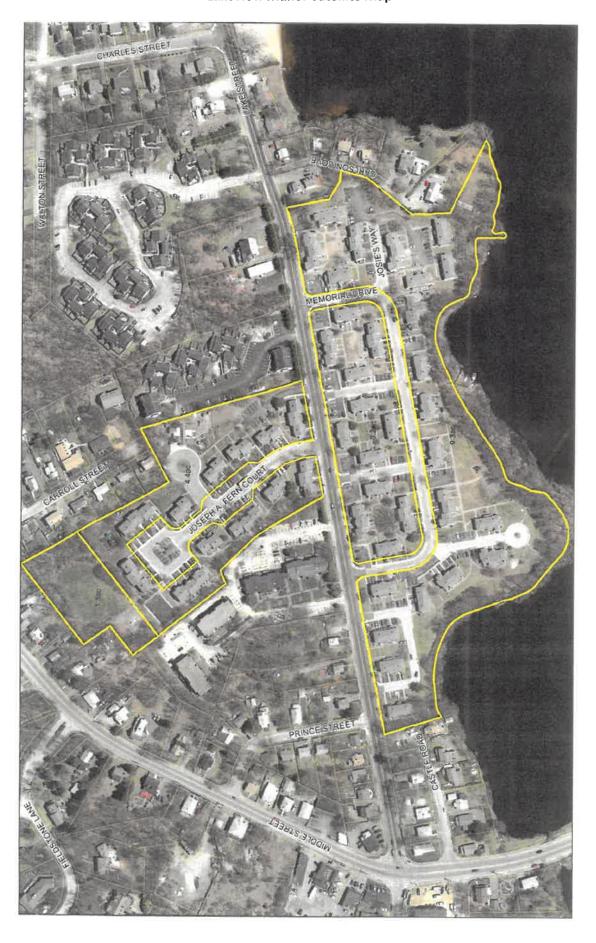
[To be completed prior to sale]

# Disclosure of Beneficial Interest

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the transaction described below. This form must be filed with the Division of Capital Asset Management, as required by M.G.L. c. 7, sec. 40J, prior to the conveyance of or execution of a lease for real property. Attach additional sheets if necessary.

1.	Public agency involved in	this transaction:	Housing Authority.
2.	Complete legal descriptio	n of the property	
3.	Type of Transaction:		
4.	Seller:		
	Buyer:		
5.	Names and addresses of a in the property described		a direct or indirect beneficial intere
Na	ame	Address	
	one of the persons listed in Massachusetts except as n	this section is an official elected	to public office in the Commonweal
of	one of the persons listed in	this section is an official elected	
of	one of the persons listed in Massachusetts except as n	this section is an official elected noted below:  Title or Position	
of Na —————————6.	This section must be signe property transaction with a corporation, it must be sundersigned swears under	this section is an official elected noted below:  Title or Position  ed by the individual(s) or organizathe public agency named in item signed by a duly authorized office	to public office in the Commonweal ations(s) entering into this real at 1. If this form is signed on behalf o
of Na	This section must be signe property transaction with a corporation, it must be sundersigned swears undeurate in all respects.	this section is an official elected noted below:  Title or Position  ed by the individual(s) or organizathe public agency named in item signed by a duly authorized officer the pains and penalties of perju	ations(s) entering into this real a 1. If this form is signed on behalf or of that corporation.
of Na	This section must be signe property transaction with a corporation, it must be sundersigned swears under	this section is an official elected noted below:  Title or Position  ed by the individual(s) or organizathe public agency named in item signed by a duly authorized officer the pains and penalties of perju	ations(s) entering into this real a 1. If this form is signed on behalf or of that corporation.

# ATTACHMENT H Lakeview Manor Satellite Map



#### **ATTACHMENT I**

## Weymouth Housing Authority Lakeview Manor Existing Site

	<u>Parcel</u>							
Address	<u>Number</u>	Acres	Zoning	As	essed Value	<b>Buildings</b>	Bldg. Sq. Ft.	Bldg. Footprint
50 Memorial	26-344-16	3.24	R-3	\$	6,815,900	12	49,708	27,180
77 Memorial	26-344-17	8.89	R-3	\$	11,788,300	21	87,067	40,925
0 Joseph Fern Court *	26-295-8	5.4	R-3	\$	7,742,500	13	56,792	26,616
0 Middle St.**	26-295-44	1.3	R-3	_\$	183,900	0	0	0
TOTAL		18.83		\$	26,530,600	46	193,567	94,721

<sup>\*</sup>Includes the vacant day care center bldg 13

	50	50 Memorial		77 Memorial	0 Joseph	O Joseph Fern
	Memorial	<u>Basement</u>	77 Memorial	Basement	<u>Fern</u>	<u>Basement</u>
Building 1	3,504	1,728	3,741	2,901	3,416	1,680
Building 2	5,460	5,460	5,542	2,538	3,416	1,680
Building 3	3,504	1,728	5,542	2,538	3,416	1,680
Building 4	3,504	1,728	5,542	2,538	3,416	1,680
Building 5	3,504	1,728	5,542	2,538	3,488	1,680
Building 6	3,504	1,728	3,681	1,728	3,488	1,680
Building 7	3,504	1,728	3,681	1,728	5,684	2,756
Building 8	5,296	2,632	3,919	1,728	5,748	2,756
Building 9	3,504	1,728	3,888	1,728	5,748	2,756
Building 10	5,460	2,632	3,504	1,728	5,536	2,756
Building 11	3,504	1,728	3,739	1,728	5,536	2,756
Building 12	5,460	2,632	3,739	1,728	5,536	2,756
Building 13			3,812	1,728	2,364	(Daycare Center)
Building 14			3,812	1,728		
Building 15			3,812	1,728		
Building 16			3,812	1,728		
Building 17			3,812	1,728		
Building 18			3,913	1,728		
Building 19			4,268	1,952		
Building 20			3,844	1,728		
Building 21			3,922	1,728		
Total Sq. Ft.	49,708	27,180	87,067	40,925	56,792	26,616

<sup>\*\*</sup> Vacant lot

## ATTACHMENT J 50 MEMORIAL DDRIVE PARCEL MAP AND PROPERY CARD





Property Location: 50 MEMORIAL DR

Parcel ID: 26-344-16

**Current Owner:** 

WEYMOUTH HOUSING AUTHORITY

402 ESSEX ST

WEYMOUTH, MA 02188

# Current Assessments (All Land and Buildings)

**Buildings** \$4,835,400

Other \$30,500

Land \$1,950,000

TOTAL \$6,815,900

#### Land Line Valuation

Size 3.24 acres

Zone

Assessed Value \$6,815,900

#### Parcel Record of Ownership

Grantor	Grantee	Date	Туре	Price	Book/Page (Cert)
Х	WEYMOUTH HOUSING AUTHORITY	12/2/1949	QS	\$0	2875/114

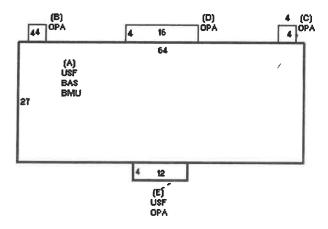
### **Primary Building Information**

For additional building information, please review the building tab of the map viewer.

State Classification Code	HOUSING AUTHORITY	Finished Basement	No
<b>Building Square Footage</b>	3,504	Attached Garage	No
Year Built	1950	Detached Garage	No
Dwelling Style	APARTMENTS	Number of Bedrooms	
Exterior Walls	PLASTER	Number of Full Bathrooms	
Foundation Type	FLR & WALL	Number of Half Bathrooms	
Deck Area	0 SF	Heating/Cooling Type	
Porch Area	144 SF	Number of Fireplaces	0
Basement Area	1728 SF		

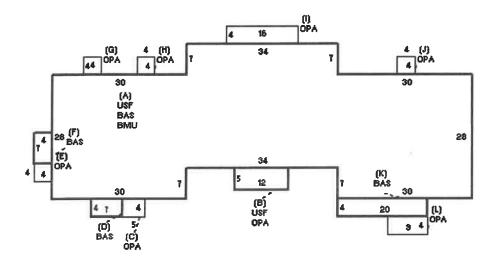
Building 1





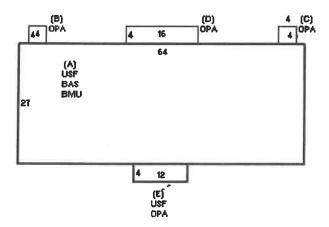
Building 2





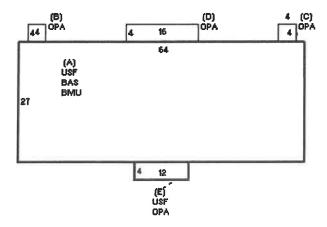
Building 3





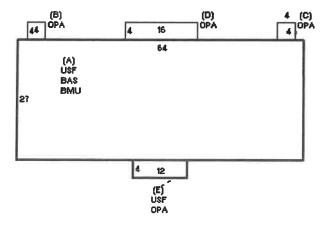
Building 4





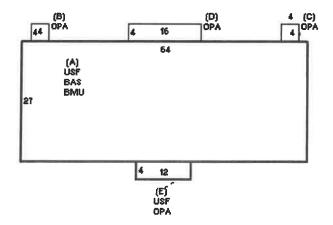
Building 5





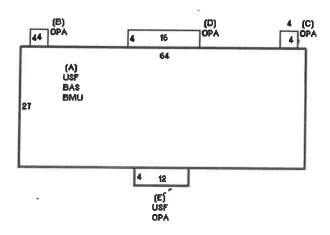
Building 6





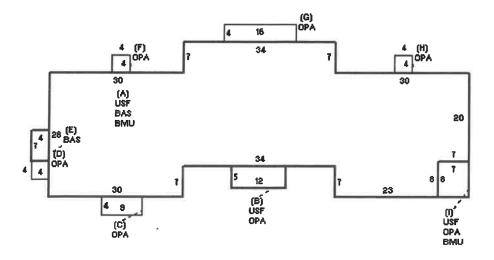
Building 7





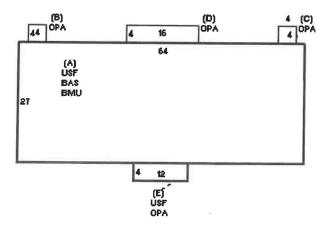
Building 8





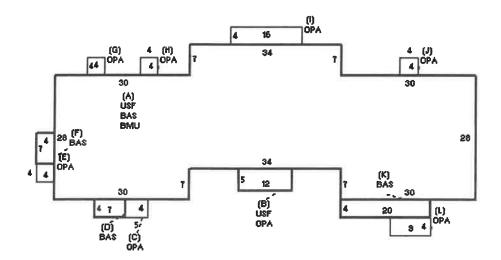
Building 9





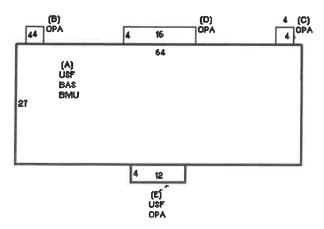
Building 10





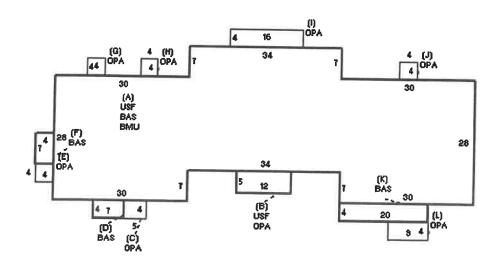
Building 11





**Building 12** 





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## ATTACHMENT K 77 MEMORIAL DDRIVE PARCEL MAP AND PROPERY CARD





Property Location: 77 MEMORIAL DR

Parcel ID: 26-344-17

**Current Owner:** 

WEYMOUTH HOUSING AUTHORITY 402 ESSEX ST

WEYMOUTH, MA 02188

# Current Assessments (All Land and Buildings)

**Bulldings** 

\$8,461,900

Other

\$50,400

Land

\$3,276,000

TOTAL

\$11,788,300

#### Land Line Valuation

Size

8.89 acres

Zone

**Assessed Value** 

\$11,788,300

#### Parcel Record of Ownership

Grantee

Date

Туре

Price

Book/Page (Cert)

No

Yes

No

0

N/A

Grantor

**Basement Area** 

WEYMOUTH HOUSING AUTHORITY

12/2/1949

XX

\$0

5763/6

### **Primary Building Information**

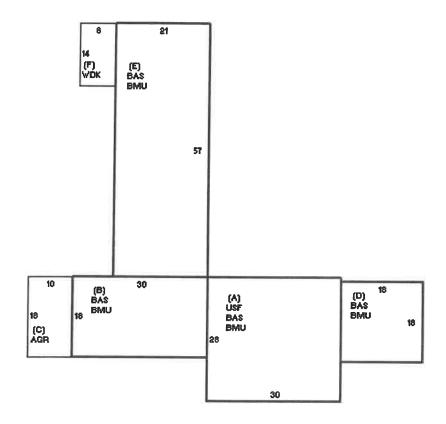
For additional building information, please review the building tab of the map viewer.

2901 SF

**State Classification Code** HOUSING AUTHORITY **Finished Basement Building Square Footage** 3,741 **Attached Garage** Year Built 1950 **Detached Garage Dwelling Style APARTMENTS Number of Bedrooms Exterior Walls** DRYWALL **Number of Full Bathrooms** Foundation Type FLR & WALL **Number of Half Bathrooms** Deck Area 112 SF **Heating/Cooling Type** Porch Area 0 SF **Number of Fireplaces** 

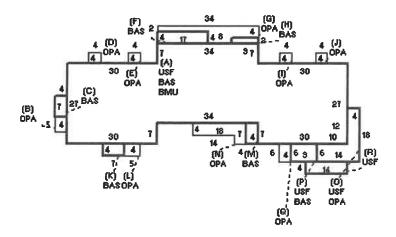
Building 1





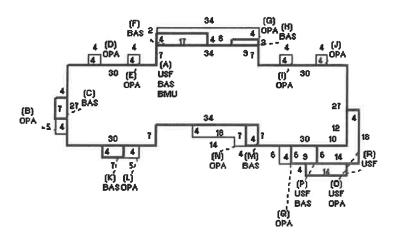
Building 2



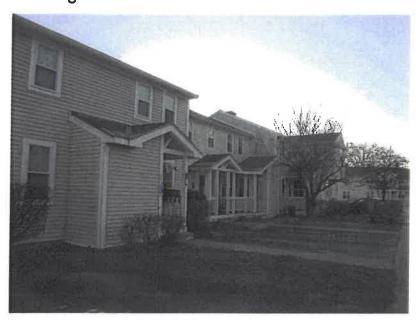


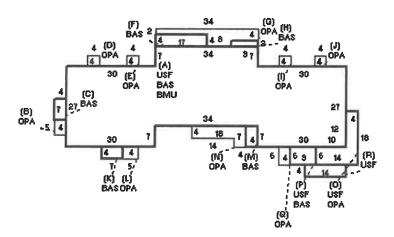
Building 3





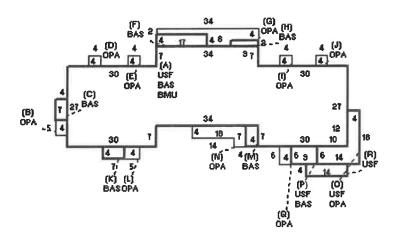
Building 4





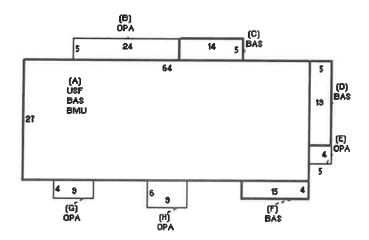
Building 5





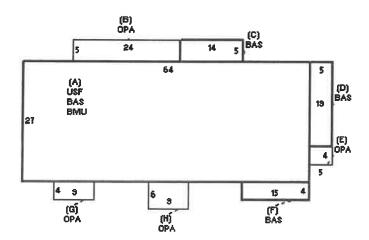
Building 6





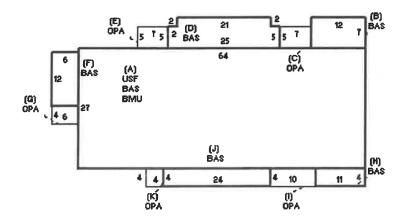
Building 7





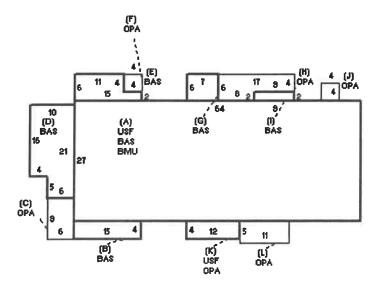
Building 8



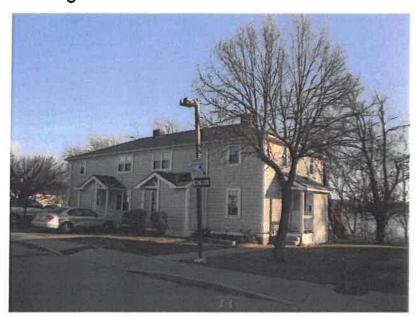


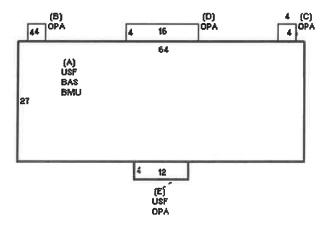
Building 9





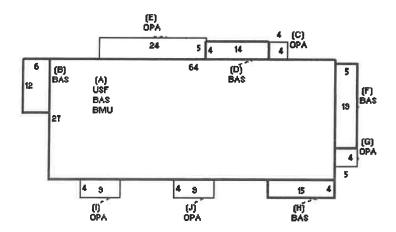
Building 10





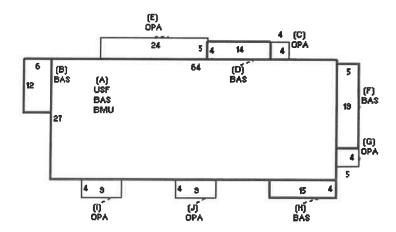
Building 11





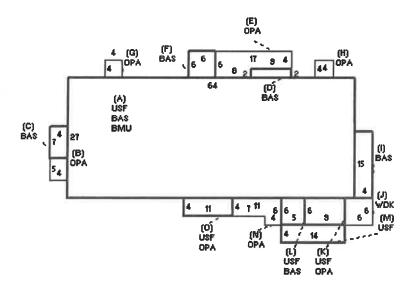
Building 12



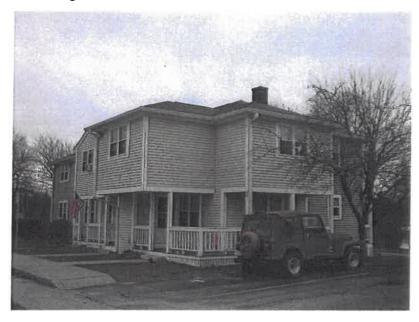


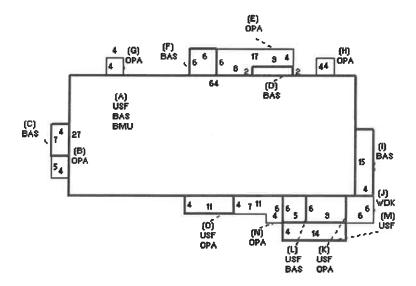
Building 13





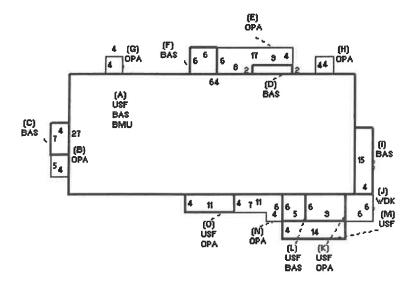
Building 14





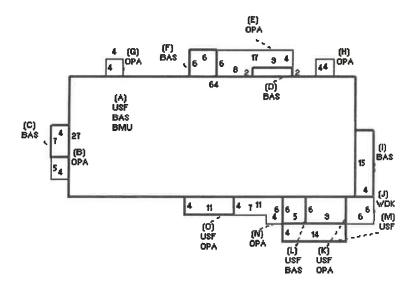
Building 15





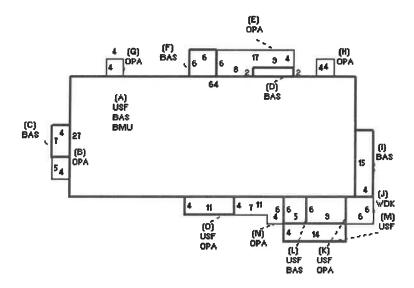
Building 16





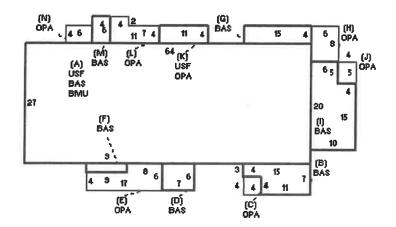
**Building 17** 





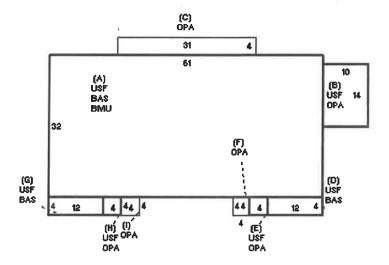
Building 18





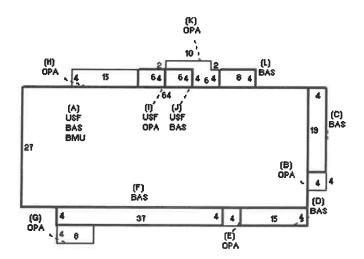
Building 19





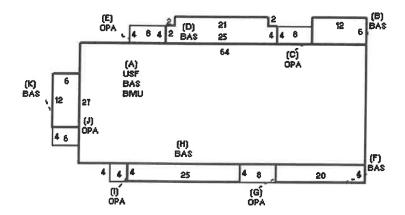
Building 20





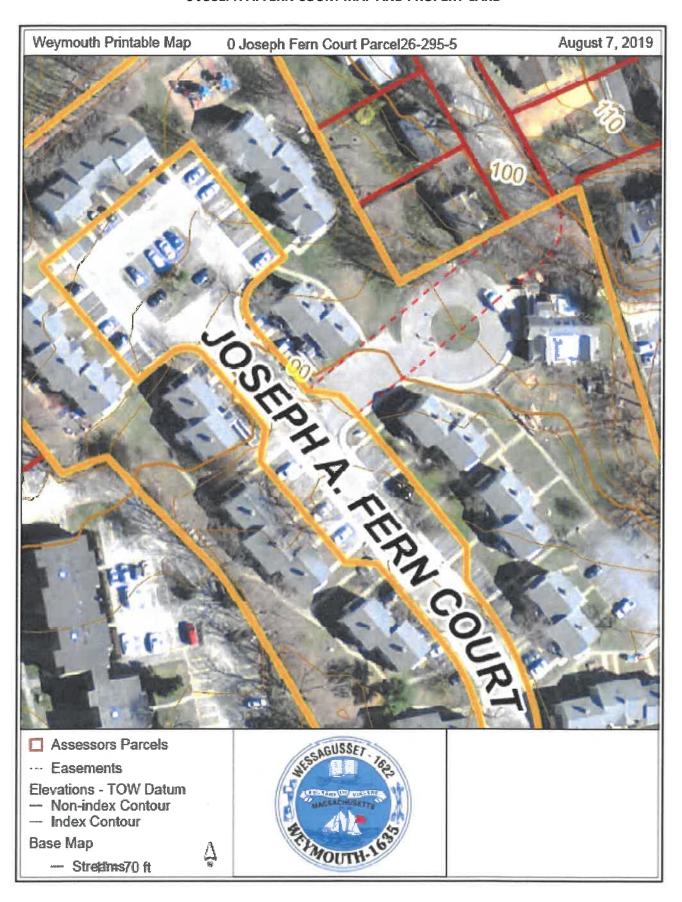
**Building 21** 

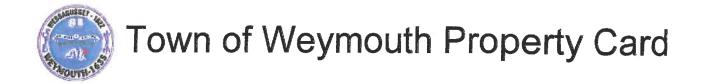




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# ATTACHMENT L 0 JOSEPH A. FERN COURT MAP AND PROPERY CARD





Property Location: 0 JOSEPH FERN CT

Parcel ID: 26-295-5

**Current Owner:** 

WEYMOUTH HOUSING AUTHORITY 402 ESSEX ST WEYMOUTH, MA 02188

#### Current Assessments (All Land and **Buildings**)

**Buildings** 

\$5,370,700

\$31,800

Other Land

\$2,340,000

TOTAL

\$7,742,500

#### Land Line Valuation

Size

5.4 acres

Zone

Assessed Value

\$7,742,500

#### Parcel Record of Ownership

Grantor

Basement Area

Grantee

Date

Type

Price

Book/Page (Cert)

No

No

No

0

QS

\$0

3267/217

## **Primary Building Information**

For additional building information, please review the building tab of the map viewer.

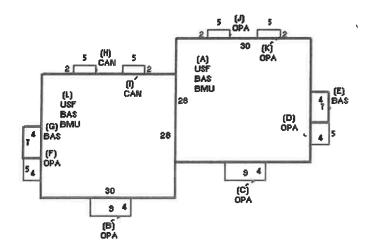
1680 SF

WEYMOUTH HOUSING AUTHORITY

**State Classification Code** HOUSING AUTHORITY **Finished Basement Building Square Footage** 3,416 **Attached Garage** Year Built 1950 **Detached Garage Dwelling Style APARTMENTS Number of Bedrooms Exterior Walls PLASTER Number of Full Bathrooms** Foundation Type FOUND. WALL **Number of Half Bathrooms** Deck Area 0 SF Heating/Cooling Type Porch Area 132 SF **Number of Fireplaces** 

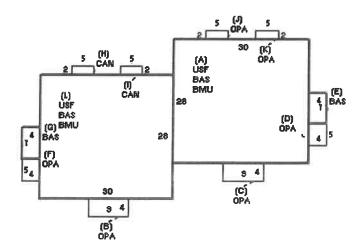
Building 1





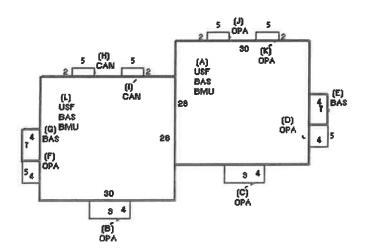
Building 2





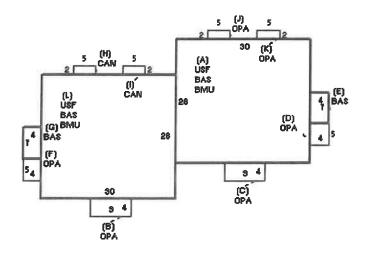
Building 3





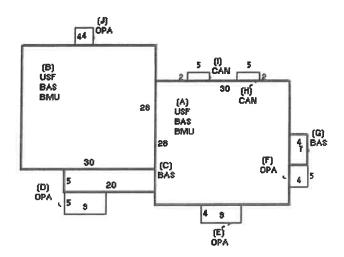
Building 4





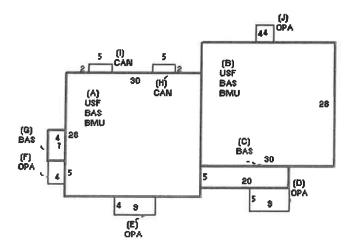
Building 5





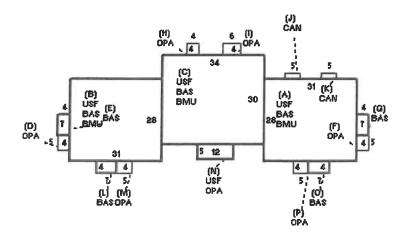
Building 6





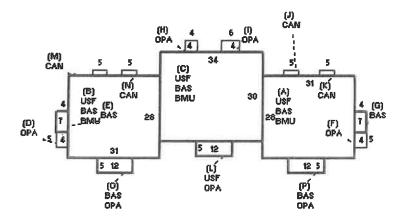
Building 7





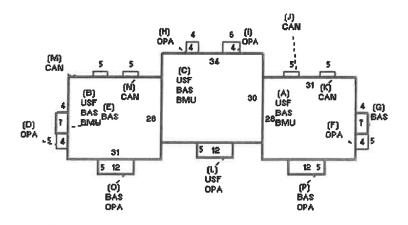
Building 8





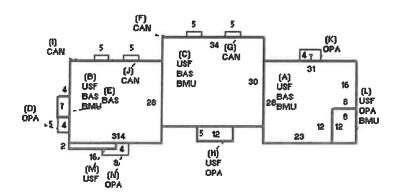
Building 9





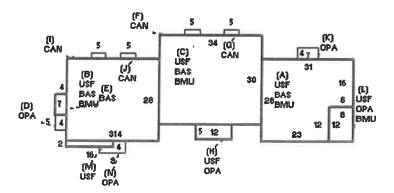
Building 10





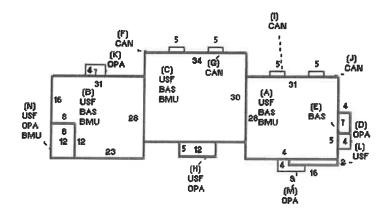
Building 11





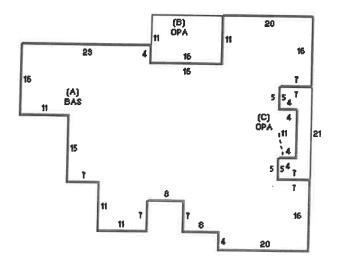
Building 12





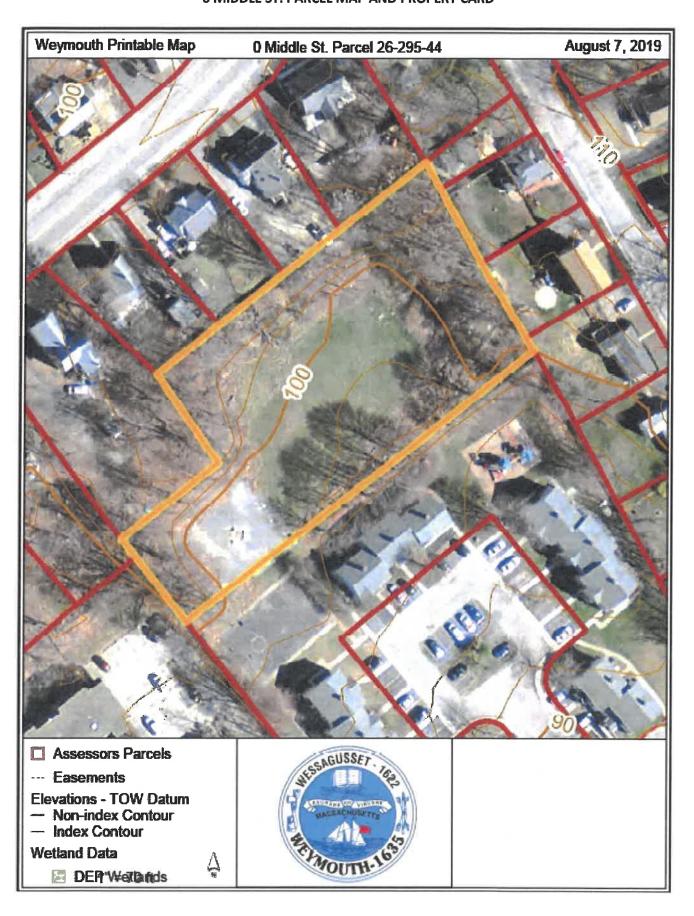
**Building 13** 





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# ATTACHMENT M 0 MIDDLE ST. PARCEL MAP AND PROPERY CARD





Property Location: 0 MIDDLE ST

Parcel ID: 26-295-44

**Current Owner:** 

WEYMOUTH HOUSING AUTHORITY 402 ESSEX ST WEYMOUTH, MA 02188

# Current Assessments (All Land and Buildings)

Buildings

\$0

Other

\$0

\$183,900

Land

TOTAL \$183,900

#### Land Line Valuation

Size

1.3 acres

Zone

Assessed Value

\$183,900

## Parcel Record of Ownership

Grantor

Grantee

Date

Туре

Price

Book/Page (Cert)

QS

\$0

5571/418

## **Primary Building Information**

For additional building information, please review the building tab of the map viewer.

WEYMOUTH HOUSING AUTHORITY

State Classification Code

HOUSING AUTHORITY

**Finished Basement** 

No

**Building Square Footage** 

Attached Garage

No

Year Built

Detached Garage

No

**Dwelling Style** 

Style Number of Bedrooms

**Exterior Walls** 

**Number of Full Bathrooms** 

**Foundation Type** 

**Number of Half Bathrooms** 

Deck Area

Heating/Cooling Type

Porch Area

Number of Fireplaces

**Basement Area** 

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### ATTACHMENT N

### **LAKEVIEW MANOR PHOTOS**

### **Exterior:**





### **Lakeview Manor Exterior**





## **Lakeview Manor Exterior**





### Exterior





# Day Care Center:





# **Lakeview Manor Property**





# Lakeview Manor Property





# Lakeview Manor Renovated Unit Interior:

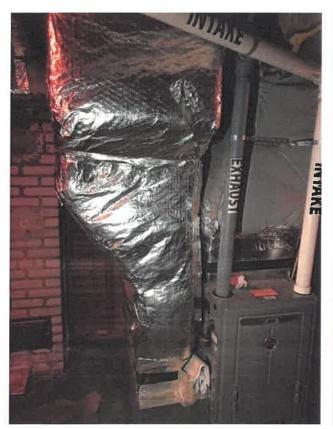






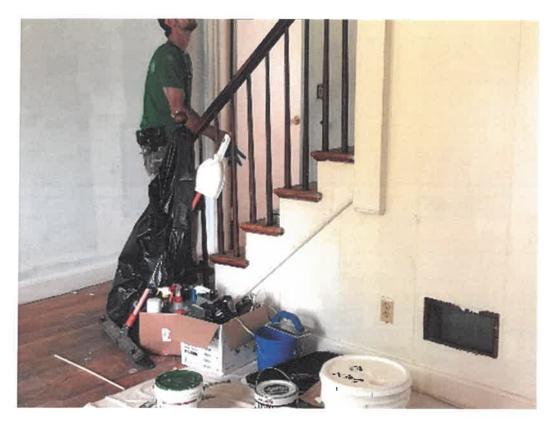
# Lakeview Manor Renovated Unit Interior:







# Lakeview Manor Unit Under Renovation:





# Lakeview Manor Unit Under Renovation:





## Lakeview Manor Unit Under Renovation:





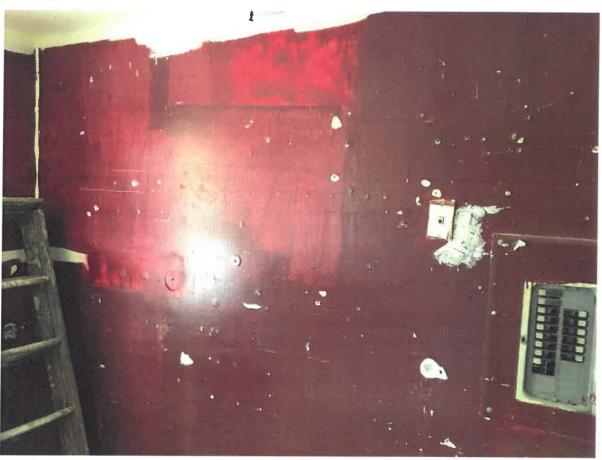
# Lakeview Manor Offline Unit







# Lakeview Manor Offline Unit





Lakeview Manor Offline Unit





#### Lakeview Manor Offline Unit



