

Request for Written Comments
on
Draft Request for Proposal (RFP) for the Sale and Development of Certain Town-Owned
Property at the Wright-Locke Farm

- The **Draft RFP** is available at the Town’s website at <http://ma-winchester.civicplus.com/360/Wright-Locke-Farm>.
- The Board of Selectmen will hold a **public information session** on the Draft RFP on **Wednesday, October 1, 2014, at 7:00 p.m.**, in the **Town Hall Auditorium** at the Town Hall. Please attend if you think it will assist you in considering the draft and providing your written comments.
- **Written comments** will be received until **4:00 p.m. on Thursday, October 9, 2014**.
- Comments may be **emailed** to townmanager@winchester.us or **mailed** to Winchester Board of Selectmen, Town Manager’s Office, Town Hall, 71 Mt. Vernon Street, Winchester, MA 01890.

RFP Process

By law, the Town may not sell or lease certain real property unless it does so through a competitive, advertised bid process. A “Request for Proposals” (RFP) is the document that defines for bidders the land being offered, constraints and guidelines for any offers, and the evaluation criteria for selection as the successful bidder. All bids received are made public at the time of the bid opening as specified in the RFP. If the Board of Selectmen recommends that the Town enter into a purchase and sale agreement with a bidder, the proposed sale is subject to Town Meeting approval by a two-thirds vote.

Request for Comments

At its September 22, 2014 meeting, the Board of Selectmen completed a draft “RFP for the Proposed Disposition of Lots D & E, a Portion of the Town-Owned Property at the Wright-Locke Farm.” The Board now seeks written comments on this draft. The Board intends to review and consider the comments before issuing a final RFP to potential bidders which will be published in the Central Register

The Board encourages all interested citizens to review the Draft RFP and submit written comments. The Board would especially welcome comments from Town boards and committees—Town Meeting Members, Finance Committee, Planning Board, Historical Commission, Design Review Committee, Capital Planning Committee, Conservation Commission, Wright-Locke Farm Conservancy and others—with respect to those aspects of the Draft RFP under their jurisdiction.

Background

In 2007, the Town purchased the 20 acre Wright Locke Farm from the Hamilton estate. Town Meeting voted to preserve the historic farmstead (Lot A) and hold the adjacent agricultural land (Lot C) as open space. Town Meeting then authorized the sale of the balance of the property (Lots D and E) for development and preservation for not less than \$7 million.

After an open, public bid process, Town Meeting approved a plan submitted by the Abbott Real Estate Development Group. Their plan was reviewed and permitted in 2008 and 2009, but construction was not started. The Town terminated the sale in 2011 when Abbott failed to meet the purchase-and-sale agreement terms.

In 2011, the Town offered the fully permitted Abbott Plan for public bid and received five offers, but the Board of Selectmen rejected the offers because they either did not comply with the RFP terms or were not advantageous to the Town.

New RFP

In 2013, with the economy and the real estate market recovering from the recession, the Board of Selectmen began drafting a new RFP for the sale and development of Lots D and E. (The Draft RFP does not include Lot A, the historic farmstead, or Lot C, the adjacent agricultural and conservation land, which are managed by the Wright-Locke Farm Conservancy under a 30-year lease from the Town.) The Board has drafted the new RFP with four goals in mind:

1. Recapture a substantial portion of the \$12 million balance owed on the \$14 million purchase price;
2. Support the Wright-Locke Farm Conservancy as a historical, educational, agricultural and open-space resource for the Winchester community;
3. Balance the development and preservation preferences of the abutting neighborhoods, the Wright-Locke Farm Conservancy and the Town; and
4. Minimize adverse impacts to the Town's services and infrastructure

The Board has held three public information sessions and received numerous verbal and written comments on earlier drafts of the RFP. (All written comments are available for review at the Town Manager's office.) The key points of comment and discussion have been:

- Location of development zones within Lots D and E;
- Number of residential units preferred within each zone and the type and design of the buildings;
- Amount of land to be offered to the Wright-Locke Farm Conservancy for the expansion of their educational and recreational programs;
- Balance between Town requirements and developer preferences;
- Impact on the Conservancy and abutters;
- Provision of affordable housing;
- Acceptable purchase price;
- Whether the RFP will be attractive enough to produce a number of bidders (and a variety of types of bids); and
- Impact on Town services and residents' taxes.

Comments

The Board would like your comments on how well the Draft RFP addresses these issues and how well it balances and meets the four goals. The Board would particularly welcome specific suggestions for changes to the Draft RFP along with explanations as to why the changes would be in the best interest of the Town.

We thank you in advance for your comments, which will be reviewed and considered before the Board votes on a final RFP.

Respectfully submitted,

Jennifer N.S. Wilson, Chair
James A. Johnson III, Vice Chair
Forrest Fontana
Lance R. Grenzeback
Stephen L. Powers

REQUEST FOR PROPOSALS

FOR THE PROPOSED DISPOSITION OF

LOTS D & E

A PORTION OF TOWN-OWNED PROPERTY AT

WRIGHT-LOCKE FARM

78 & 82 RIDGE STREET

WINCHESTER, MASSACHUSETTS

DUE: 12:00 PM (NOON, LOCAL TIME)

Month Day, Year



OFFICE OF THE TOWN MANAGER
71 MT. VERNON STREET
WINCHESTER, MASSACHUSETTS 01890
781-721-7133

*Bidders are required to sign for and
obtain the RFP package from the
Office of the Town Manager*

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List of Exhibits

Exhibit A.	“Plan of Land in Winchester” dated October 15, 2007
Exhibit B.	“Existing Conditions Plan” dated February 1, 2008
Exhibit C.	“Wright-Locke Farm: Development Feasibility Study” Dodson & Flinker, March 2013; August 2014
Exhibit D.	Development Zones
Exhibit E.	Map of “Lot E Extended”
Exhibit F.	Disclosure of Beneficial Interests - Acquisition or Disposition of Real Property
Exhibit G.	Certificate of Compliance with Tax Laws of Commonwealth

1.0 Summary

The Town of Winchester requests proposals for the development of Town-owned land located at 78 and 82 Ridge Street in Winchester, MA. The Town intends the land to be developed for residential, open space/conservation, educational and agricultural uses or combinations thereof.

Property. The Wright-Locke Farm property at 78 and 82 Ridge Street has been divided into four lots, which are shown in Exhibit A, “Plan of Land in Winchester, Massachusetts,” prepared by Schofield Brothers of New England, dated October 15, 2007, and recorded at the Middlesex Registry of Deeds as Plan No. 1143 of 2007.

The property offered for sale includes Lot D (11.7 acres), which is a portion of 78 Ridge Street, and Lot E (36,533 square feet), which is the entirety of 82 Ridge Street. Proposals must include plans for both Lots D and E.

The offering does **not** include Lot A (the historic farmstead), which is a separate portion of 78 Ridge Street, and Lot C (the agricultural and conservation land held by the Wright-Locke Farm Conservancy under lease from the Town), which is also a portion of 78 Ridge Street.

Town’s Development Objectives. The Town’s objectives in offering this property for development are, in order of general priority, to:

1. Recapture a substantial portion of the \$12 million balance owed on the \$14 million purchase price;
2. Support the Wright-Locke Farm Conservancy as a historical, educational, agricultural and open-space resource for the Winchester community;
3. Balance the development and preservation preferences of the abutting neighborhoods, the Wright-Locke Farm Conservancy and the Town; and
4. Minimize adverse impacts to the Town’s services and infrastructure.

Wright-Locke Farm Conservancy. The Conservancy is a community-based, non-profit organization established by the Winchester Town Meeting in 2008 and charged with the management and operation the historic farm. The Conservancy oversees the historic farm buildings, conducts farming operations at the site, sponsors educational programs and offers passive recreational opportunities. The Conservancy’s lease with the Town is in effect through 2042, with an option at that time to extend the lease for an additional 30 years, subject to Town Meeting approval.

The Conservancy has expressed interest in purchasing Subzone 1A (Lot E Extended, approximately 1.1 acres as shown in Exhibit E) with the intent of reconstructing the existing building at 82 Ridge Street for educational use, developing an adjacent parking lot and preserving the remaining open space.

Consistent with the Town’s objective of supporting the Wright-Locke Farm Conservancy as a historical, educational, agricultural and open-space resource for the Winchester community, each bidder must offer to sell or lease Subzone 1A (Lot E Extended, approximately 1.1 acres) to the Conservancy (or an affiliate of the Conservancy approved by the Town).

Selection. The Town will select the most advantageous proposal from among those submitted by the responsive and responsible bidders, taking into consideration the selection criteria outlined in this Request for Proposals (RFP).

RFP Package. Bidders are required to sign for and obtain an RFP package from the Office of the Town Manager, 71 Mt. Vernon Street, Winchester, MA 01890. **The office is open from Monday to Friday from 8:00 am to 4:00 pm.**

Bidders’ Conference. The Town will host a bidder’s conference in the Selectmen’s Meeting Room, Second Floor, Town Hall, 71 Mt. Vernon Street, Winchester, MA at (time) on (date).

Proposal Due Date and Time. Proposals must be received at the Office of the Town Manager, 71 Mt. Vernon Street, Winchester, MA on or before 12:00 PM (noon local time) on (date).

Submission Packets. Bidders must submit one (1) signed and bound original, ten (10) bound paper copies and one (1) electronic copy in .pdf format. The required contents and format of proposals are detailed in “Section 5.0 Submission Requirements.”

Contact for Bidder Inquiries. All inquiries concerning this RFP and the property must be addressed to Mr. Mark Twogood, Assistant Town Manager, Office of the Town Manager, 71 Mt. Vernon Street, Winchester, MA 01890. Email: mtwogood@winchester.us. Telephone: (781) 721-7133.

Disclaimer. By responding to this RFP, bidders acknowledge and represent that they have reviewed the RFP and found it complete, accurate, consistent, coordinated and sufficient for submitting a response. They acknowledge that they did not rely on any representations or warranties by the Town concerning this document as no such representations or warranties are made.

2.0 Property for Development

2.1 Property

Address. The property is located at 78 and 82 Ridge Street, Winchester, MA.

Lots. The Wright-Locke Farm property at 78 and 82 Ridge Street is divided into four lots, which are shown in Exhibit A, entitled “Plan of Land in Winchester, Massachusetts,” prepared by Schofield Brothers of New England, dated October 15, 2007, and recorded at the Middlesex Registry of Deeds as Plan No. 1143 of 2007. A copy of the existing conditions plan prepared for the site in 2008 is included as Exhibit B.

The property offered for sale is Lot D (11.7 acres), which is a portion of 78 Ridge Street, and Lot E (36,533 square feet), which is the entirety of 82 Ridge Street. Together, the lots total approximately 12.54 acres (546,242 sq. ft.). Proposals must include plans for both Lots D and E.

The offering does **not** include Lot A (the historic farmstead), which is a separate portion of 78 Ridge Street, and Lot C (the agricultural and conservation land held by the Wright-Locke Farm Conservancy under lease from the Town), which is also a portion of 78 Ridge Street.

Ownership. The Town of Winchester owns the property. The Town closed on the Wright-Locke Farm land acquisition on July 16, 2007, securing the title to both the 78 and 82 Ridge Street parcels. The sale of the 78 Ridge Street property was in execution of the Town’s right-of-first-refusal for agricultural land, as provided in Massachusetts General Laws (MGL) Chapter 61A § 14.

Consistent with the requirements of MGL Chapter 61A, the acquisitions were subject to a Life Estate Reciprocal Easement, Covenant and Restriction Agreement, and a Side Letter Agreement that permitted Bertha Hamilton, formerly of 78 Ridge Street, to live in the house at 78 Ridge Street for the remainder of her life. Transfer of the life estate property to the Town of Winchester was completed in July 15, 2009. There are no current restrictions on the 82 Ridge Street property, which is designated as Lot E in this RFP.

Wright-Locke Farm Conservancy, Inc. Lot A, the historic farmstead, and Lot C, the adjoining agricultural and conservation land, are leased to the Wright-Locke Farm Conservancy. The Conservancy is a community-based, non-profit organization established by the Winchester Town Meeting in 2008 and charged with the management and operation the historic farm. The Conservancy oversees the historic farm buildings, conducts farming operations at the site, sponsors educational programs and offers passive recreational opportunities. The Conservancy’s lease with the Town is in effect through 2042, with an option at that time to extend the lease for an additional 30 years, subject to Town Meeting approval.

Site Description and History. The approximately 20-acre Wright-Locke Farm property lies in the western part of Winchester adjacent to the Lexington town line near the intersection of Ridge Street and Lockeland Road. The property is bordered on the—

- North by four residential properties on High Street Extension and the Locke Farm Conservation Land under control of the Winchester Conservation Commission;
- East by the historic farmstead, which is under lease to the Wright-Locke Farm Conservancy, and by a portion of Ridge Street (a public way);
- South by residential properties along Pepper Hill Drive (a private way) and Edward Drive; and
- West by conservation land in the Town of Lexington.

The site includes a high, open plateau surrounded by steep, rocky and wooded hillsides in the western half of the property and a rolling meadow in the eastern half of the site. A 30-foot wide gas transmission line easement crosses the site from north to south through the middle of the property. The center of the property also contains a small pond and associated wetland that drain northward into the abutting conservation land in Lexington. There is an area of Isolated Land Subject to Flooding (ISLF) on the southwest side of the property that extends into the abutting residential properties on Pepper Hill Drive.

The site has been farmed continuously since the early 1630s—first by the Wright family, then by the Locke and Hamilton families. The Wright family was the first European family to farm the land. The Wrights arrived in Salem about 1620 and later helped settle Woburn, of which Winchester was a part until 1850. In 1800, the farm was sold to the Locke family, who built the existing house at 78 Ridge Street. Descendants of the Locke family continued to own and work the farm for approximately 175 years. The Hamilton family held title to the land and operated the property as an organic, pick-your-own-raspberries and market garden farm until 2007. The Wright-Locke Farm Conservancy continues this practice today.

The farm is a significant historical and cultural resource because it is the last working farm in Winchester and the closest, intact, early 17th Century farm to Boston. The property consists of farmed, pastoral and wooded lands, wetlands, an 1828 farmhouse and eight outbuildings. The outbuildings include a post-and-beam barn constructed in 1827, a wood-frame garage, an icehouse and a squash barn. The farm is a last remaining testament to the Town of Winchester's agricultural history; the other remaining farmhouses in town have lost their rural context in densely developed neighborhoods.

The farm property at 78 Ridge Street has been listed on the National Register of Historic Places since 1983 and was placed on the list of the "10 Most Endangered Historic Resources" in the state by Preservation Massachusetts in September 2006. The Government of Canada installed a large bronze plaque at the farm in 1980 to commemorate Philemon Wright, a former resident of the farm, as the founder of the Capital (Ottawa) Region of Canada. The historic buildings are the subject of a Historic Preservation Agreement between the Town of Winchester and the Massachusetts Historical Commission and the site is listed on the State's register of historic places. The existing single-family home at 82 Ridge Street is not considered historic and is in poor repair.

2.2 Town’s Development Objectives

The Town’s objectives in offering this property for development are, in order of general priority, to:

1. Recapture a substantial portion of the \$12 million balance owed on the \$14 million purchase price;
2. Support the Wright-Locke Farm Conservancy as a historical, educational, agricultural and open-space resource for the Winchester community;
3. Balance the development and preservation preferences of the abutting neighborhoods, the Wright-Locke Farm Conservancy and the Town; and
4. Minimize adverse impacts to the Town’s services and infrastructure.

2.3 Development History

- **2006 Development Proposal.** In 2006, a private developer offered to buy the farm from the Hamilton family and develop approximately 260 residential apartment units on the site;
- **Purchase by Town.** In early 2007 and in response to the development proposal, the Town exercised its right-of-first-refusal option to purchase 78 Ridge Street under the provisions of Chapter 61A agricultural tax exemption. At the same time, the Town acquired 82 Ridge Street, which was not subject to the Chapter 61A designation;
- **2007 RFP.** After purchasing the property, Town Meeting voted:
“That the Board of Selectmen are authorized to sell all or a portion of the Hamilton Farm property for not less than \$7 million, the purchaser to be selected in accordance with the provisions of the Uniform Procurement Act; said portion includes all options identified in the Request for Proposals for the Proposed Disposition of Town-Owned Property at Hamilton Farm issued December 2006. Said sale to be subject to approval of a subsequent or Special Town Meeting vote.” (Article 2; Standing Vote Yes = 147, No = 3; February 26, 2007)

The Town subsequently offered Lots D and E for development or preservation. The Town received and evaluated ten bids, executed a purchase-and-sale agreement with Abbott Real Estate Development, LLC and obtained Town Meeting approval for the transaction. The project was permitted in 2008 and 2009, but construction was not started. The Board of Selectmen terminated the Development Agreement with Abbott in 2011 because Abbott failed to meet the purchase-and-sale agreement terms.

- **Wright-Locke Conservancy.** In Spring 2008, the Winchester Town Meeting established the Wright-Locke Conservancy, Inc. as a Massachusetts 501(c)(3) not-for-profit corporation and charged it with the preservation, enhancement and promotion of the historic farmstead. The Conservancy currently operates the farm under the terms of a 30-year lease with the Town, which was executed in 2011.
- **Municipal Sewer Improvements.** During the 2007 RFP and permitting process, the Town identified deficiencies in the sewer system downstream of the proposed Abbott

development. This system, which ultimately discharges into the MWRA's sewer interceptor at the Upper Mystic Lake, had a history of surcharging and causing back-ups in the abutting properties. In 2008, Abbott contributed \$120,000 towards a study of this system. The study identified a variety of deficiencies, including inflow and infiltration (I&I), blockages and inadequate pipe slopes. The Town obtained funding of approximately \$690,000 through MWRA's Local Financial Assistance Program and completed repairs to the system in 2011.

- **2011 RFP.** In 2011, the Town again offered Lots D and E for development under the fully permitted Abbott Plan. The Town received and evaluated five responses. After detailed review, the Board of Selectmen rejected the responses as not sufficiently consistent with the terms of the RFP or not advantageous to the Town. The proposals were not presented to Town Meeting.
- **2013/2014 Studies.** In 2013 and 2014, the Town commissioned development concepts studies of the property by Dodson & Flinker, and a separate real estate appraisal of Lots D and E. Copies of relevant portions of the Dodson & Flinker's development concepts studies are included as Exhibit C. The Dodson concepts are illustrative only. Bidders must specifically address the Town's development guidelines described in Section 3.0.

2.4 Zoning and Permitting

Lots D and E are zoned as an Attached Residential Cluster Overlay District (ARCDOD). The underlying zoning for Lots D and E is Residential District A-20 (RDA-20). (Lots A and C, which are not offered for sale, are zoned as RDA-20 with no overlay.) Table 1 summarizes the allowed uses, the allowed number of units per square foot, the allowed units per building and the required permitting process under the ARCDOD and RDA-20 regulations.

Bidders may propose development under either the ARCDOD or the RDA-20 regulations. A development under the ARCDOD regulations must contain at least ten (10) contiguous acres and be located entirely within the Town of Winchester. A minimum of 40 percent of the ARCDOD acres must be developed or preserved as open space. There may be no more than four (4) units per building unless the units are age restricted in accordance with the Fair Housing Act. The ARCDOD regulations are detailed in Section 8.7.5(3) of the Winchester Zoning Bylaw.

The RDA-20 uses are detailed in Section 3.0, Table of Use Regulations of the Winchester Zoning Bylaw. Development under the RDA-20 regulations is governed by the Town's "Rules and Regulations Governing the Subdivision of Land in the Town of Winchester, Massachusetts." Under the provisions of the ARCDOD, the requirements of the underlying RDA-20 district remain in full effect except where the ARCDOD requirements are more restrictive or provide for uses or structures not otherwise available in the underlying district. In such cases, the requirements of the ARCDOD supersede the underlying RDA-20 zoning regulations. The ARCDOD does not restrict the uses allowed by right or special permit in the underlying zone.

Bidders proposing under the RDA-20 regulations should note that Section 7.6.5 of the Regulations states that "No subdivision shall be approved which contains dead-end streets." Dead-end streets (cul-de-sacs) are permitted under the ARCDOD regulations, subject to conditions of the Planning Board's decision and the Zoning Board of Appeals' special permit.

As part of the RFP response, bidders may propose rezoning or changes to the ARCDOD or RDA-20 regulations; however, approval of any zoning changes requires a two-thirds majority vote by Town Meeting and would be a condition of the Purchase and Sale agreement.

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Table 1. Summary of Zoning and Permitting Regulations

Existing Zoning	Attached Residential Cluster Overlay District (ARCDOD) <i>10 acres minimum</i>	Residential District A-20 (RDA-20) <i>20,000 sq. ft. lots minimum</i>
Allowed Uses	<ul style="list-style-type: none"> • Attached residential cluster housing • Detached residential homes • Open space • Recreation <i>(for occupants and guests only)</i> • Off-street parking and parking garages <i>(for residents and guests only)</i> 	<ul style="list-style-type: none"> • Single-family housing • Institutional <i>(for limited public and religious uses)</i> • Education • Recreation • Agriculture • Open space/ Conservation
Allowed Units	<ul style="list-style-type: none"> • 1 unit per 7,500 sq. ft. 	<ul style="list-style-type: none"> • 1 unit per 20,000 sq. ft.
Allowed Units per Building	<ul style="list-style-type: none"> • 4 units per building • 12 units per building, if age restricted 	<ul style="list-style-type: none"> • 1 unit per building
Permitting Process	<ul style="list-style-type: none"> • Planning Board ARCDOD Comprehensive Plan approval • Zoning Board of Appeals (ZBA) Special Permit approval • Conservation Commission Order of Conditions • Winchester and Massachusetts Historical Commission reviews • Town water and sewer connection permits • Town Fire Department review and approval • Town Building and Occupancy permits 	<ul style="list-style-type: none"> • Planning Board Subdivision approval • Conservation Commission Order of Conditions • Winchester and Massachusetts Historical Commission reviews • Town water and sewer connection permits • Town Fire Department review and approval • Town Building and Occupancy permits

2.5 Applicable Regulations

The following regulations will govern the development of the property:

- Winchester Zoning Bylaw;
- “Rules and Regulations Governing the Subdivision of Land in the Town of Winchester, Massachusetts;”
- “Special Provisions for the Construction of Roadways Including the Installation of Water, Sewer, and Drains in the Town of Winchester;”
- “Rules and Regulations Regarding the Use of Public Sewers and Storm Drains in the Town of Winchester, Massachusetts;”
- Wetlands Protection Act (MGL Ch. 131 §40) and the Town of Winchester Wetlands Bylaw;
- Winchester Code of Bylaws;
- Massachusetts Historical Commission policies and regulations;
- Town of Winchester water and sewer connection permits;
- Town of Winchester Fire Department policies and regulations;
- Massachusetts Fair Housing Act;
- Massachusetts Architectural Access Board requirements;
- Town of Winchester Americans with Disabilities Act (ADA) Transition Plan; and
- Equal opportunity and anti-discrimination laws, regulations, and standards.

The list is not exhaustive; other state and federal regulations may apply. The bidder is responsible for being aware of and complying with all applicable regulations.

3.0 Development Guidelines

3.1 Purpose

The purpose of this section is to provide general guidance to bidders about the Town's preferences for uses, preferred number of units, building designs and site layout. The development guidelines are advisory, not mandatory. However, bidders should be aware that the guidelines take into account the broad preferences of the Town, the Wright-Locke Farm Conservancy, abutting neighborhoods and residents as expressed in debates, discussions, studies and Town Meeting votes since 2006. The specific selection criteria by which each response to this RFP will be judged are described in Section 6.0.

3.2 Development Zones

Proposals must include plans for both Lots D and E, which may include residential, open space/conservation, educational and agricultural uses or combinations thereof.

For the purposes of this RFP, Lots D and E are further divided into four development zones based on topography and development potential as estimated by the Town's technical studies and prior proposals.

- Zone 1 - Northeast section of the property near Ridge & High Streets; which is further subdivided into two subzones:
 - Subzone 1A - Lower portion of Zone 1, including Lot E (about 0.8 acres), and the immediately adjacent areas (about 0.5 acres), totaling approximately 1.3 acres; and
 - Subzone 1B - Rest of Zone 1.
- Zone 2 - South section near Pepper Hill Drive;
- Zone 3 - Southwest section near Edward Drive; and
- Zone 4 - West section on the hill.

Exhibit D maps the locations of the development zones and subzones. The zonal boundaries are approximate. Bidders may propose development outside the zones if their plans satisfy the use, design, site and other guidelines outlined in this RFP.

3.3 General Uses

Proposals must specify the proposed uses in Lots D & E and all the zones and subzones. Table 2 summarizes the Town's preferred uses for each zone, identifying those uses that are considered highly advantageous and those that are considered less advantageous.

Bidders may propose other uses that are allowed under the ARCDOD or RDA-20 zoning.

Table 2. Preferred Uses by Development Zone

Zones	Zone 1 <i>(Northeast zone near Ridge and High Streets)</i>		Zone 2 <i>(South zone near Pepper Hill Drive)</i>	Zone 3 <i>(Southwest zone near Edward Drive)</i>	Zone 4 <i>(West zone on hill)</i>
	Subzone 1A <i>(Lot E Extended)</i>	Subzone 1B <i>(Rest of Zone 1)</i>			
Highly Advantageous Uses	<ul style="list-style-type: none"> • Education • Recreation • Open space/ Conservation • Agriculture 	<ul style="list-style-type: none"> • Single-family housing • Residential cluster housing • Education • Recreation • Open space/ Conservation • Agriculture 	<ul style="list-style-type: none"> • Residential cluster housing • Single-family housing • Open space/ Conservation 	<ul style="list-style-type: none"> • Residential cluster housing • Single-family housing • Open space/ Conservation 	<ul style="list-style-type: none"> • Open space/ Conservation
Less Advantageous Uses	<ul style="list-style-type: none"> • Single-family housing • Residential cluster housing 				<ul style="list-style-type: none"> • Single-family housing • Residential cluster housing

3.4 Preferred Number of Residential Units

Table 3 summarizes the Town’s preferred number of residential units in each zone, identifying the numbers of units that are considered highly advantageous, advantageous, less advantageous.

The numbers of preferred units are targeted preferences. Bidders may propose a higher or lower number of units within a zone if their plans satisfy the other provisions of this RFP; however, the total number of units that are proposed in the bidder’s plan may not exceed 28 for a plan to be considered “highly advantageous” or 44 for a plan to be considered “advantageous.” 49 or more units for a plan will be considered “less advantageous.”

Bidders should note that the ARCDOD regulations allow no more than four (4) units per building unless the units are age restricted in accordance with the Fair Housing Act. Bidders may propose changes to the ARCDOD; however, approval of any change requires a two-thirds majority vote by Town Meeting and would be a condition of the purchase and sale agreement.

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Table 3. Preferred Number of Residential Units by Development Zone

Zones	Zone 1 <i>(Northeast zone near Ridge and High Streets)</i>		Zone 2 <i>(South zone near Pepper Hill Drive)</i>	Zone 3 <i>(Southwest zone near Edward Drive)</i>	Zone 4 <i>(West zone on hill)</i>	Total
	Subzone 1A <i>(Lot E Extended)</i>	Subzone 1B <i>(Rest of Zone 1)</i>				
Highly Advantageous Number of Housing Units	Up to 0 units	Up to 8 units	Up to 10 units	Up to 10 units	Up to 0 units	Up to 28 units
Advantageous Number of Housing Units	Up to 0 units	Up to 8 units	Up to 12 units	Up to 16 units	Up to 0 units	Up to 36 units
	-----OR-----					
	Up to 0 units	Up to 8 units	Up to 12 units	Up to 12 units	Up to 12 units	Up to 44 units
Less Advantageous Number of Housing Units	1 or more units	9 or more units	13 or more units	21 or more units	1 or more unit	45 or more units
	-----OR-----					
	1 or more units	9 or more units	13 or more units	13 or more units	13 or more units	49 or more units

3.5 Wright-Locke Farm Conservancy

The Conservancy has expressed interest in purchasing Subzone 1A (Lot E Extended, approximately 1.1 acres) with the intent of reconstructing the existing building at 82 Ridge Street for educational use, developing an adjacent parking lot and preserving the remaining open space.

Consistent with the Town's objective of supporting the Wright-Locke Farm Conservancy as a historical, educational, agricultural and open-space resource for the Winchester community, each bidder must:

Offer to sell or lease Subzone 1A (Lot E Extended, approximately 1.1 acres) to the Conservancy. (For the purposes of Section 3.5, the offer may be to the Conservancy or to an affiliate of the Conservancy approved by the Town). A bidder may sell additional land to the Conservancy; however, this is not required; and

Disclose the full terms of the bidder's offer to the Conservancy as part of the proposal. Bidders may team with the Conservancy as a co-respondent; however, this is not required.

Proposals that do not provide an offer for the sale or lease of Subzone 1A (Lot E Extended, approximately 1.1 acres) to the Conservancy will be considered unacceptable.

The Town will consider the bidder's total purchase price payable to the Town in its selection process.

The sale or lease of land to the Conservancy will be contingent upon complete and successful permitting of the selected plan or upon such other terms that may be acceptable to the Town

3.6 Abbott Plan and Permits

The Town holds all permits previously acquired by Abbott Real Estate Development, LLC for the development of Lots D and E. Under the provisions of the Permit Extension Act (Chapter 238 of Acts of 2012, §74 & 75), these permits do not expire until August 2015. However, the Town does not intend to carry out the Abbott Plan as approved and permitted in response to the 2007 RFP.

Proposals to take over the permits and build the Abbott Plan will be considered unacceptable.

3.7 Architectural Design Guidelines

Bidders should consider the following architectural design guidelines in preparing their plans.

- **Design Principles.** The architecture and the scale of proposed residential structures should be reflective of the Wright-Locke Farmstead and the surrounding residential neighborhoods.

- For an example of a smaller scale residential housing concept that may allow for more density, bidders are urged to view the Concord Riverwalk Development, 42 Bradford Street, Concord, MA
- For an example of a mid to larger scale residential housing concept that may allow for larger residential structures with less density, bidders are urged to view Weston Highland Meadows, 36 Highland Meadows Lane, Weston, MA.
- For an example of multi-family housing that may allow for age-restricted type development, bidders are encouraged to view Battle Road Farm Development, 1 S Commons, Lincoln, MA

These developments are believed to contain the type of housing designs that are reflective of the Town's development objectives. In particular, these developments contain features that model highly acceptable design principles that complement the architecture inspired by the Wright-Locke Farmstead and/or similarly developed neighborhoods within the Town pertaining to the type of massing and layout; relationship to streetscape; shared parking; landscape and screening; and exterior architectural detail.

- **Integrated Buildings.** Provide a visually and physically integrated development with individual buildings related to each other in design, mass, materials, placement and connections;
- **Integrated Spaces.** Integrate the design and operation of the developed portions of the site with those lands to be retained for open space and conservation purposes;
- **Wright-Locke Farm.** Complement the design of the historic Wright-Locke Farm buildings. New buildings should reflect, but not mimic, the vernacular character of the farm buildings and be in scale with the main farm house;
- **Neighborhoods.** Complement the design of the surrounding single-family neighborhoods;
- **ADA.** Meet the accessibility requirements of the Americans with Disabilities Act; and
- **Green Communities.** Meet Green Community building construction and energy standards (LEED Silver or better encouraged).

3.8 Site Plan Guidelines

Bidders should consider the following site plan guidelines in preparing their plans.

- **Topography.** Preserve existing topography and vegetation within the site and along the boundaries of Lots A and C all other abutting properties. Limit, to the extent practicable, construction and clearing and any other work in areas having an existing slope greater than 10 percent;
- **Construction.** Minimize construction impacts, especially blasting, to the abutters, Town-owned Lots A and C and adjacent conservation land to the maximum extent practicable. The Town will carefully review blasting plans and aggressively monitor blasting operations for compliance. Include construction schedules that minimize the impact of truck traffic,

noise, dust, etc. on the residents of surrounding neighborhoods, with special attention to school hours and schedules;

- **Stormwater.** Provide stormwater management and design site features so as to maintain the pre-development hydrology of the site with regard to the quantity (e.g., peak rate and volume of runoff), quality and timing of flows to the ISLF, the farm pond and off-site. Design the site in accordance with the principals of Low Impact Development (LID) and meet the requirements of U.S. EPA's draft MS4 regulations;
- **Open space.** Maximize permanent, useable open space. Open space shall not include paved or impervious surfaces, such as parking areas and vehicular access facilities, or structures, such as pools, tennis courts, decks, patios or fountains; to the maximum extent practicable, make all open space contiguous
- **Conservation lands.** To the maximum extent practicable, make all open space on Lots D and E contiguous with open space on Lots A and C and the existing, adjacent conservation land in Winchester and Lexington;
- **Buffers.** Provide a 50-foot no-cut/no-work buffer area along the boundary between Lot D and the adjoining conservation lands in Winchester and Lexington; provide a 20 to 25-foot natural buffer where practical along the boundaries between Lots D and E and Lots A and C; and provide landscaped or natural buffer areas along the boundaries between Lots D and E and adjoining neighborhoods;
- **View-sheds.** Preserve the historic views of farmland, meadows and forested lots from the Wright-Locke Farm buildings;
- **Building shadows.** Minimize shadows cast on existing housing along Pepperhill Drive and Edward Drive and on the historic farmstead;
- **Roadways.** Minimize roadway slopes (maximum of 8 percent for a distance of not more than 300 feet);
- **Traffic.** Minimize trip generation and attraction to reduce traffic volumes; control traffic speed;
- **Safety.** Maximize vehicular and pedestrian safety within the development and the surrounding neighborhoods;
- **Parking.** Provide public parking for access to adjacent Winchester and Lexington conservation lands;
- **Trails.** Provide walking trails connecting public parking areas to the nearby Winchester and Lexington conservation lands;
- **Access.** Provide convenient pedestrian and bicycle access to and from adjacent uses and roadways; and
- **Town-wide impacts.** Enhance the Town's tax base and improve the Town's capacity to provide emergency and other municipal services to future residents of the development.

3.9 Management, Operations and Marketing Guidelines

- **Project management.** It is the Town’s intention to designate a single development or preservation entity, whether a single firm, a master developer or a joint venture entity. It is essential, therefore, that any proposal that contemplates a division of preservation or development implementation responsibilities among multiple parties provide for central management of all phases of project execution, including design, development and construction. The Town expects to work with a single point of contact for the purposes of negotiating and enforcing necessary agreements and approvals.
- **Local cooperation.** The selected bidder is expected to work cooperatively with the Town of Winchester, community organizations and the abutting neighborhood throughout all phases of the project, including design, development, construction, marketing, operation and maintenance. The bidder is responsible for obtaining the necessary local and state approvals and taking all actions required of bidders under the Town’s zoning and permitting regulations.
- **Equal Opportunity and Non-Discrimination.** The Town adheres to all applicable equal opportunity and anti-discrimination laws, regulations and standards. The selected bidder will be required to adhere to all such laws, regulations and standards.
- **Additional Requirements.** It is anticipated that the Development and Operating Agreement and permits granted by the Town of Winchester may include additional provisions relating to construction management, property sales management and property operating and maintenance.

3.10 Schedule Guidelines

- **Purchase and Sale Agreement.** The Town desires to complete the purchase and sale agreement within sixty (60) days of selecting its preferred bidder.
- **Permitting.** The Town expects the selected bidder to secure all state, federal and local permits in a timely manner. Bidders should be aware of the following:
 - ARCDOD special permits lapse after two (2) years if no construction has started.
 - Subdivision approvals may be withdrawn if construction of municipal ways and infrastructure is not completed within two (2) years of the definitive subdivision decision.
- **Closing/s.** The Town desires to close on the sale within 120 days after all permits have been approved. If the bidder proposes to develop the property in phases, separate schedules and closing dates must be specified for each phase.
- **Construction.** The selected bidder may be required as part of the terms and conditions of the Development and Operating Agreement to commit that construction will commence within a specified timeframe after the closing and will proceed in accordance with an agreed-upon schedule. All construction shall be substantially completed within two (2) years following the commencement of site clearing. If the bidder proposes to construct the project in phases, then all construction shall be substantially completed within two (2) years

of the start of each phase. The date of initiation of site clearing for a phase shall be used as the starting date of the two (2) year construction period for that phase.

4.0 Required Studies, Payments and Potential Penalties

4.1 Studies

The Town will require the successful bidder to complete technical studies in support of the review and permitting process. The bidder will fund the studies, which must be completed prior to a date to be specified in the Development and Operating Agreement. Wherever possible, studies that depend upon seasonal conditions should be conducted within the appropriate season or seasons.

Similar technical studies were completed for the permitting of the Abbott Plan. The Town, at its sole discretion, may authorize the successful bidder to update and resubmit one or more of the Abbott technical studies rather than completing wholly new studies.

In general, the Town reserves the right to waive specific studies or elements of the required studies in the event of that the Town determines that the bidder's plans will result in no relevant and significant impact.

- **Wetlands.** Confirm with the Winchester Conservation Commission that all wetland resource area delineations performed during the permitting of the ARCDOD development proposed by Abbott Real Estate Development, LLC remain in effect. If new information is required, the bidder shall identify, locate and/or flag and survey all streams, ponds and other standing or flowing bodies of water, bordering vegetative wetlands and other wetland resources subject to protection on Lots D and E; identify and include on plans all buffer zones on Lots D and E to wetland resource areas located outside of the property; and obtain approval of these delineations by the Winchester Conservation Commission. The wetlands flagging performed by Abbott Real Estate Development, LLC was completed in 2007; it is likely that the wetlands will need to be reflagged and an Abbreviated Notice of Resource Area Delineation (ANRAD) filed with the Commission;
- **Wildlife.** Confirm that previous wildlife analyses are applicable to current site conditions or conduct wildlife surveys sufficient to identify all endangered and threatened wildlife species listed in the Massachusetts List of Endangered, Threatened and Special Concern Species, published at 321 CMR 10.60 pursuant to the Massachusetts Endangered Species Act and listed as such by the Natural Heritage and Endangered Species Program;
- **Trees.** Identify and propose a plan for the protection and preservation of trees on Lots D and E with a caliper in excess of 12-inches and any other existing extraordinary natural feature and, where appropriate, a plan for replanting where such trees and other extraordinary vegetation will be affected, disturbed or removed. The Conservation Commission requires that all trees to be removed that have a caliper in excess of 6 inches at chest height and are located within the 100-foot buffer zone be identified. Any such trees that are removed shall be replaced on a 1:1 linear basis. Alternatively, money for replacement of the habitat they represent shall be paid to the Conservation Tree Fund at a price of \$10 per linear foot. Significant specimen trees having a caliper of 12 inches or

greater are to be protected if at all possible and, if removed, appropriately compensated for in the landscaping plan;

- **Traffic.** Identify pre-and post-development traffic volumes; estimate street, intersection, bicycle and pedestrian levels-of-service on roads and sidewalks serving the development and in the surrounding neighborhoods; and identify current and planned safety features;
- **Roads and Sidewalks.** Identify and measure the need for installing, widening, upgrading or improving roads and sidewalks to support the development or repair of roads and sidewalks disturbed by infrastructure improvements associated with the development.
- **Municipal Utilities.** Conduct studies of pre- and post-development conditions for municipal utility services, including without limitation, water and sewer services to Lots D and E. Assess the impact of providing the additional water and sewer services on the Town’s water and sewer networks and facilities and on the surrounding neighborhoods. Identify the costs, if any, of upgrading municipal utilities to support the development;
- **Stormwater.** Conduct studies if pre- and post-development hydrology, hydraulics, and stormwater management for Lots D and E and their impacts on the abutting properties and municipal drainage infrastructure. All projects shall be designed in accordance with the Town’s “Rules and Regulations Regarding the Use of Public Sewers and Storm Drains in the Town of Winchester, Massachusetts.” Pre- and post-development drainage analyses shall be conducted using the following 24-hour rainfall data published in the “Atlas of Precipitation Extremes for the Northeastern Regional Climate Center at Cornell University” (Publication No. RR93-5, September 1993, as amended and available at <http://precip.eas.cornell.edu/>) and summarized in Table 4; and

Table 4. “Cornell” 24-hour Rainfall Rates

Storm Event	24-hour Precipitation (<i>inches</i>)
2-year	3.23
10-year	4.90
25-year	6.21
100-year	8.92

- **Municipal Service and Revenue Impacts.** Identify the direct impacts, costs and benefits of the development on the Town’s services, including police, fire, school, public health, etc. Estimate the impact of the development on town property taxes and the property values of the surrounding properties. Identify the proposed costs of on and off-site infrastructure improvements. The Town reserves the option to hire (at the bidder’s expense) a professional economic development consultant to assist the Town and the bidder in preparing a fiscal impact report.

4.2 Development and Operating Agreement

The Town will negotiate a Development and Operating Agreement with the selected bidder. The agreement will guide aspects of the detailed design, permitting, construction and operation of the project.

The agreement will articulate standards and scheduled milestones, including siting, building design, treatment of conservation land and open space, affordable housing opportunities, permitting and approvals, financing, construction, the provision of required supporting infrastructure, control of traffic during construction, marketing, control of vehicular access and traffic impacts, pedestrian access and circulation, parking, property management and maintenance of the property and building.

The agreement may contain a provision that neither ownership nor management of the proposed development may be leased, alienated or transferred without the express permission of the Board of Selectmen. Permission may be withheld if, in the Selectmen's opinion, the public good would not be served by granting same.

The agreement may also require the execution of a protective mortgage, covenant or other instrument that provides the Town with a right of cancellation of the development agreement and reversion of the property to the Town in the event of the occurrence of a substantial default by the bidder.

All of the Town's obligations under this agreement requiring the expenditure of funds by the Town are be subject to appropriation. Similarly, any required changes in zoning will be subject to approval by two-thirds majority vote of Town Meeting.

Notwithstanding the foregoing, the Applicant should anticipate meeting all applicable municipal, state and federal filing or regulatory requirements. Nothing contained in the agreement shall be construed to relieve the applicant of meeting any such applicable filing or regulatory requirements.

4.3 Payments – Affordable Housing

Affordable Housing. The successful applicant will be required to make a cash payment equivalent to five (5) percent of the of the gross sale price of each approved unit into the Board of Selectmen's Housing Fund in lieu of providing affordable units within the development. This will be accomplished by the Bidder paying to the Town 5% of the gross sales price of each unit sold in the Development of Lots D and E. It is the Board of Selectmen's intent to use the funds to support the development of affordable housing units throughout the Town including, in particular, Town Center.

4.4 Potential Penalties

Bidders are advised that the following penalties may be imposed if the bidder fails to meet the terms of their proposal and the purchase and sale agreement:

- **Permitting Schedule.** Should the closing date be extended beyond July 12, 2017 due to permitting delays for which the bidder is primarily responsible, the bidder will be required to pay that percentage of the cost of the permanent financing for the Wright-Locke Farm for the period after July 12, 2017 to the date of closing that its purchase price bears to the amount of permanent financing then in place;

The Purchase and Sale (P&S) Agreement may contain requirements that the buyer apply for any permits required to develop the property within 90 days of the execution of the P&S Agreement. Further, it may provide for upon Buyer's failure to do so, the Seller may elect to terminate the Agreement within 15 days after written notice to Buyer. Thereafter, Seller may pursue any actions or remedies available to it including Buyer's forfeiture of deposit;

Permit Expiration. The Town anticipates that the Planning Board, under its authority to approve the ARCDOD plan, and the Board of Zoning Appeal, under its special permit granting authority, will set expiration dates for the approval and special permit, respectively. The bidder will be responsible for meeting the expiration dates or seeking re-approval or renewal as appropriate. Bidders who fail to meet the permit requirements will be considered in substantial default;

- **Construction Schedule.** If construction does not proceed in accordance with the agreed-upon schedule, the bidder may be obligated to pay the Town a sum of money per annum equivalent to the difference between the actual taxes on the property and what the taxes would have been had construction been completed according to schedule; and
- **Substantial Default.** The bidder will be required to execute a protective mortgage, covenant or other instrument that provides the Town with a right of cancellation of the development agreement and reversion of the property to the Town in the event of the occurrence of a substantial default by the bidder.

5.0 Submission Requirements

5.1 Proposal Contents

The Town of Winchester will evaluate all proposals to qualify them as responsive to the requirements of this RFP. All proposals **must include** the following elements to be considered responsive:

- **Letter of Interest.** A signed letter of interest, not to exceed three pages in length, must be included as the first item in the bound proposal. This letter must –
 - Identify the lead firm and individual submitting the proposal, providing a business address, email and telephone number for that individual;
 - Identify other firms that are members of the team (or that assisted in the preparation of the proposal) and their roles;
 - Summarize of the key elements of the applicant’s proposed plan and development program; and
 - Include a statement agreeing to all the terms and conditions defined in this RFP or a statement taking exception to certain conditions.
- **Development Team Qualifications, including:**
 - **Team Qualifications and Organization Structure.** Identify the firms on the development team, their specific roles and responsibilities during all phases of the project and their corporate experience and qualifications for this project.
 - **Staff Qualifications.** Identify the key staff of the development team, their roles and responsibilities and their personal experience and qualifications for this project.
 - All persons anticipated to hold a beneficial interest in the developed property must be disclosed in accordance with MGL Ch. 7, §40J. A copy of the form for “Disclosure of Beneficial Interests – Acquisition or Disposition of Real Property” is provided in Exhibit G.
 - Complete the “Certification of Compliance with Tax Laws of Commonwealth” provided in Exhibit H.
- **Financial Qualifications.** Describe the financial condition and capacity of the development entity. Provide corporate, partnership and personal (as appropriate) annual balance sheets. Include lender and investor references (as appropriate) and a description of the financial guarantees that will be made to ensure timely performance. All potential sources of funds to complete this project shall be identified and explained in detail.
 - Due to the confidential and proprietary nature of this information, the financial qualifications should be submitted in a separate sealed envelope. The outside of the envelope should be labeled with the responder’s name and clearly marked “Financial Qualifications – Confidential – Not For Public Disclosure.”

- **Project Proposal**, including:
 - **Narrative.** Provide a clear and concise narrative describing the project and how it meets the Town’s stated objectives. Proposals must thoroughly address each of the items identified in Section 6.0 Selection Criteria.
 - **Program.** Describe the development program (e.g., the type and mix of uses being proposed; the number, size and location of residential units to be provided; the type and location of open space, etc.) and the phasing of the development;
 - **Conceptual Plans.** Provide conceptual site and building plans and renderings showing the proposed placement and treatment of the program elements on the site, including but not limited to:
 - Building structures;
 - Building elevations;
 - Roadways, access and egress points, driveways and parking areas;
 - Utilities and drainage systems;
 - Open spaces and landscaping;
 - Treatment of environmentally sensitive areas;
 - Relationship to the Wright-Locke Farm buildings and lands;
 - Relationship to the abutting neighborhoods and conservation lands;
 - Views from the development into the surrounding areas;
 - Views of the development from Lots A and C; and
 - Views of the development from the abutting residential neighborhoods.
 - **Project Management and Marketing Plan.** Provide a detailed project management and marketing plan, including a description of how the development team will be organized and managed during each phase of the development (e.g., planning, design and permitting; construction; marketing and start up; on-going operations, etc.). Specify where the key team members will be located physically during each phase. The proposal shall include a description of how the applicant will work cooperatively with the Town, the Wright-Locke Farm Conservancy, and the abutting neighborhoods in designing, constructing and operating the proposed development.
 - **Schedule.** Provide a detailed schedule covering all phases of the project, including design, permitting and construction, and showing the key tasks and milestones necessary for the successful accomplishment of each phase. Provide the schedule in the form of a high-level Gantt chart and provide accompanying text highlighting the key features of the schedule and known risks.
- **Financial Proposal.** Describe in detail the suggested financial terms and conditions for the purchase of the property, including:
 - **Proposed purchase price;**
 - **Anticipated cost of any on or off-site improvements;**

- **Terms** of the bidder's offer to sell or lease Subzone 1A (Lot E Extended, approximately 1.1 acres) to the Wright-Locke Farm Conservancy (or an affiliate as described in Section 3.4);
 - **Payments schedule**, from proposal acceptance to closing;
 - **Financing sources** and uses;
 - **Financial and in-kind contributions** from the Town or others;
 - **Contingencies** and due diligence requirements;
 - **Anticipated performance schedule** for completing due diligence, including a proposed closing date; and
 - **Financial pro forma**, showing development costs, sales, operating costs, and revenues. Anticipated funding sources and uses should be described.
- **References**
 - Provide three (3) financial references from lenders or investors and describe their anticipated roles in this proposal; and
 - Provide three (3) development project references for completed projects of a type, size and complexity comparable to the development requested by this RFP. Specifically –
 - Projects should demonstrate experience and success in context-sensitive design; and
 - Projects should demonstrate experience and success in marketing developments with similar types and numbers of units.
 - **Attachments.** Provide as attachments:
 - Corporate brochures;
 - Completed project descriptions, and
 - Professional resumes, not to exceed two pages in length, for key staff.

5.2 Proposal Format

Proposals must be submitted on standard 8 ½" by 11" letter paper. Text should be Times New Roman 12 or an equivalent font and size for legibility. Double-sided printing is encouraged to reduce the volume of the proposals. Oversize maps, drawings, engineering plans and renderings should be submitted on sheets not to exceed 24" by 36". The electronic copy of the written proposal and any accompanying plans and materials shall be submitted as a read-only .pdf files on a CD-ROM disk.

5.3 Submission Packets

In order to be considered for selection, bidders shall submit one (1) signed and bound original, ten (10) bound paper copies and one (1) electronic copy on CD in .pdf format in a sealed enveloped that is clearly marked as "Proposal for Development of Lots D and E at Wright-Locke Farm."

The financial qualifications should be submitted in a separate sealed envelope. The outside of the envelope should be labeled with the responder's name and clearly marked "Financial Qualifications – Confidential – Not For Public Disclosure."

The envelopes must be addressed and delivered to:

Wade Welch, Town Counsel
Mark Twogood, Assistant Town Manager
Office of the Town Manager
Winchester Town Hall
71 Mt. Vernon Street
Winchester, MA 01890

The bidder shall make no other distribution of the proposals.

5.4 Late and Incomplete Proposals

Any proposal received after the defined submission date/time, any proposal that is received incomplete or any proposal submitted in illegible formats will not be accepted. The Town is not responsible for the complete or timely receipt of any submittal or portion thereof.

5.5 Proposal Costs

Bidders bear all the costs and risks of preparing and submitting their proposals. The Town will not reimburse bidders for proposal preparation or delivery or costs incurred by the bidders' or delivery services' failure to meet the submission deadline.

5.6 Amendments to RFP

The Town will attempt to notify bidders who have signed for and obtained an RFP package of any substantive modifications to the RFP and any postponement of the due date and time.

The Town reserves the right to withdraw the RFP or rescind the project at any time before entering into a legal agreement with the preferred bidder.

6.0 Selection

6.1 Purpose

The purpose of this section is to outline the selection criteria and selection process to be used by the Town of Winchester. The Town will screen all proposals to qualify them as being responsible and responsive to the requirements of the RFP. The Town will then evaluate the qualified proposals in detail. The most advantageous proposal from a responsive and responsible bidder, taking into consideration price and all other selection criteria set forth in this RFP, will be selected.

6.2 Selection Criteria

The Town will use the selection criteria outlined in Table 5 for the purposes of evaluating the RFP responses.

6.3 Selection Process

The selection process will be as follows:

- **Preliminary Screening.** A preliminary screening of each proposal will be conducted to determine adherence to the Town's RFP submission requirements. The Town reserves the right to reject any and all proposals or to request clarification on material submitted if it is deemed to be in the best interest of the Town to do so;
- **Detailed Evaluation.** All proposals that are determined to be in adherence with the basic submission requirements will be reviewed and evaluated for consistency with the Town's development guidelines and the selection criteria.

The Board of Selectmen will conduct the evaluation. The Selectmen may consult with Town staff, the Conservation Commission, Historical Commission, School Committee, Planning Board, Design Review Committee, Board of Health, Housing Partnership Board, Finance Committee and other municipal boards, commissions or agencies that have regulatory authority with respect to any part of the proposal.

The Town may engage legal counsel, botanists, architects, planners, engineers and other expert consultants to review portions of any proposal and, if such proposal is accepted, may require reimbursement of the costs of such experts as part of the terms and conditions of the Development and Operating Agreement;

- **Clarification.** Following the review of the written proposal submissions, written questions of clarification may be asked to allow for clarification of proposals and enable further evaluation of the design concepts and qualifications of the development teams;

Table 5. Selection Criteria

As stated in sections 3.5 proposals that do not provide an offer for the sale or lease of Subzone 1A (Lot E Extended, approximately 1.1 acres) to the Conservancy will be considered unacceptable.			
As stated in section 3.6 proposals to take over the permits and build the Abbott Plan will be considered unacceptable.			
Criteria	Highly Advantageous	Advantageous	Less Advantageous
1. Purchase Price	Recaptures a substantial portion of the \$12 million balance owed on the \$14 million purchase price for the most advantageous development plan pursuant to Table 3 preferred goals	Recaptures a substantial portion of the \$12 million balance owed on the \$14 million purchase price for a lesser advantageous development plan pursuant to Table 3 preferred goals	Recaptures a substantial portion of the \$12 million balance owed on the \$14 million purchase price for any development goal as established by Table 3
2. Conservancy Role	Proposes a development plan in partnership with, or that is supported by the WLFC, which supports the Conservancy's role as an historical, educational, agricultural and open space resource for the Winchester community	Proposes a development plan that supports the WLFC as a historical, educational, agricultural and open space resource for the Winchester community; and provides for the sale or lease of Subzone 1A (Lot E Extended totalling approx. 1 ± acres) to the Conservancy	Proposes a development plan that provides for the sale or lease of Subzone 1A (Lot E Extended) totaling something less than 1 acre and has density levels that impinge upon the viewsheds of the historic farm footprint
3. Development Plan	Proposes a development plan that balances the development and preservation preferences of the abutting neighborhoods, the Wright-Locke Farm Conservancy, and the Town and conforms to underlying zoning	Proposes a development plan that balances the development and preservation preferences of the abutting neighborhoods, the Wright-Locke Farm Conservancy, and the Town but proposes more density than what is targeted as Highly Advantageous in accordance with Table 3 but conforms to underlying zoning.	Proposes a development plan that is more dense than what is targeted as Highly Advantageous in accordance with Table 3, and/or proposes development in zones that are less advantageous in accordance with Table 3, and/or a development plan that does not conform to underlying zoning.
3.1 Uses	<i>Refer to Table 2 -For Highly Advantageous and Less Advantageous Uses</i>		
3.2 Units	Subzone 1A: Up to 0 units	Subzone 1A: Up to 0 units	Subzone 1A: 1 or more units
	Subzone 1B: Up to 8 units	Subzone 1B: Up to 8 units	Subzone 1B: 9 or more units
	Zone 2: Up to 10 units	Zone 2: Up to 12 units	Zone 2: 13 or more units
	Zone 3: Up to 10 units	Zone 3: Up to 16 or 12 units, as applicable*	Zone 3: 21 or 13 or more, as applicable*
	Zone 4: Up to 0 units	Zone 4: Up to 0 or 12 units, as applicable*	Zone 4: 1 or 13 or more, as applicable*
3.3 Architectural Design	Meets the Architectural and Site Plan Development Guidelines outlined in RFP Section 3.0	Mostly meets the Architectural and Site Plan Development Guidelines outlined in RFP Section 3.0	Does not meet the Artchitectural and Site Plan Development Guidelines outlined in RFP Section 3.0
3.4 Site Plan Design			
4. Municipal Impacts	Minimizes adverse impacts to the Town's services and infrastructure	Some adverse impacts to the Town's services and infrastructure	Increases adverse impacts to the Town's services and infrastructure
5. Development Team's Qualifications	Demonstrates expertise, experience and capability appropriate to project. Successful completion of 3 or more similar projects.	Demonstrates expertise, experience and capability appropriate to project. Successful completion of less than 3 similar projects.	Does not demonstrate Developer's ability to accomplish the development proposal in accordance with the RFP due to lack of experience or financial resources.
6. Implementation and Risk	Implements the project within a reasonable timeframe and minimizes risk of failure both to project and to surrounding neighborhoods.	Implements the project within a reasonable timeframe and minimizes risk of failure to project.	Development proposal and timeframe is uncertain. Creates risk to surrounding neighborhood due to construction methods.

*According to Table 3

- **Interviews.** Following evaluation of the responses to the questions of clarification, interviews will be conducted with those development teams whose proposals are judged to be most advantageous to the Town;
- **Final Evaluation.** Following the interview process, the Board of Selectmen will make a final ranking of the development proposals. The Board recognizes that there will be natural tension among the selection criteria. In reaching its decision, each Board member will make value judgments based on their understanding of what is in the best interest of the Town;
- **Conditional Designation.** Subject to the approval of a Special or Regular Town Meeting, (2/3 vote being required) the Board of Selectmen will make the final selection of the designated purchaser/bidder, conditioned on the successful negotiation of both a Development and Operating Agreement and a Purchase and Sale Agreement. It is important to note that the successful negotiation of these two agreements is a condition precedent to bringing a motion for approval of the sale of the land to Winchester Town Meeting;
- **Negotiation of Development and Operating Agreement.** The Town will negotiate a Development and Operating Agreement with the selected bidder. The agreement will guide the detailed design, permitting, construction and operation of the project.

All of the Town's obligations under this agreement requiring the expenditure of funds by the Town will be subject to appropriation. Similarly, any required changes in zoning will be subject to approval by two-thirds vote of Town Meeting.

Notwithstanding the foregoing, the bidder should anticipate the necessity of meeting all applicable municipal, state and federal filing or regulatory requirements. Nothing contained in the agreement shall be construed to relieve the bidder of meeting any such applicable filing or regulatory requirements;

- **Negotiation of Purchase and Sale Agreement.** In addition to the Development and Operating Agreement, a Purchase and Sale Agreement will be negotiated to incorporate all arrangements between the Town and the bidder concerning purchase price, the schedule and term of payments, the schedule and refunding of deposits proposed to secure Lots D and E, any contingencies or due diligence requirements and the schedule for due diligence, including a closing date. All deposits will be held by the Town;
- **Execution of Transaction.** Following completion of the Development and Operating Agreement and a Purchase and Sale Agreement, the performance of any agreed-upon due diligence and the satisfaction of any agreed upon contingencies, title will be conveyed to the designated bidder. Real estate taxes or payments in lieu of taxes shall be allocated and made in accordance with MGL Ch. 44, §63A at closing. A certification pursuant to MGL Ch. 62C, §49A that all taxes have been paid must be signed at closing; and
- **Performance Guarantees.** The performance of all bidder obligations contained in the Development and Operating Agreement and the Purchase and Sale Agreement shall be subject to the performance guarantees defined in the "Rules and Regulations Governing the Subdivision of Land in the Town of Winchester Massachusetts."

Exhibit A
“Plan of Land in Winchester” dated October 15, 2007

RESEARCH BY: JIM
 DRAWN BY: MCE
 CHECKED BY: MCE
 APPROVED BY: MCE

DATE: 10/23/07
 SCALE: 1" = 40'

10/23/07

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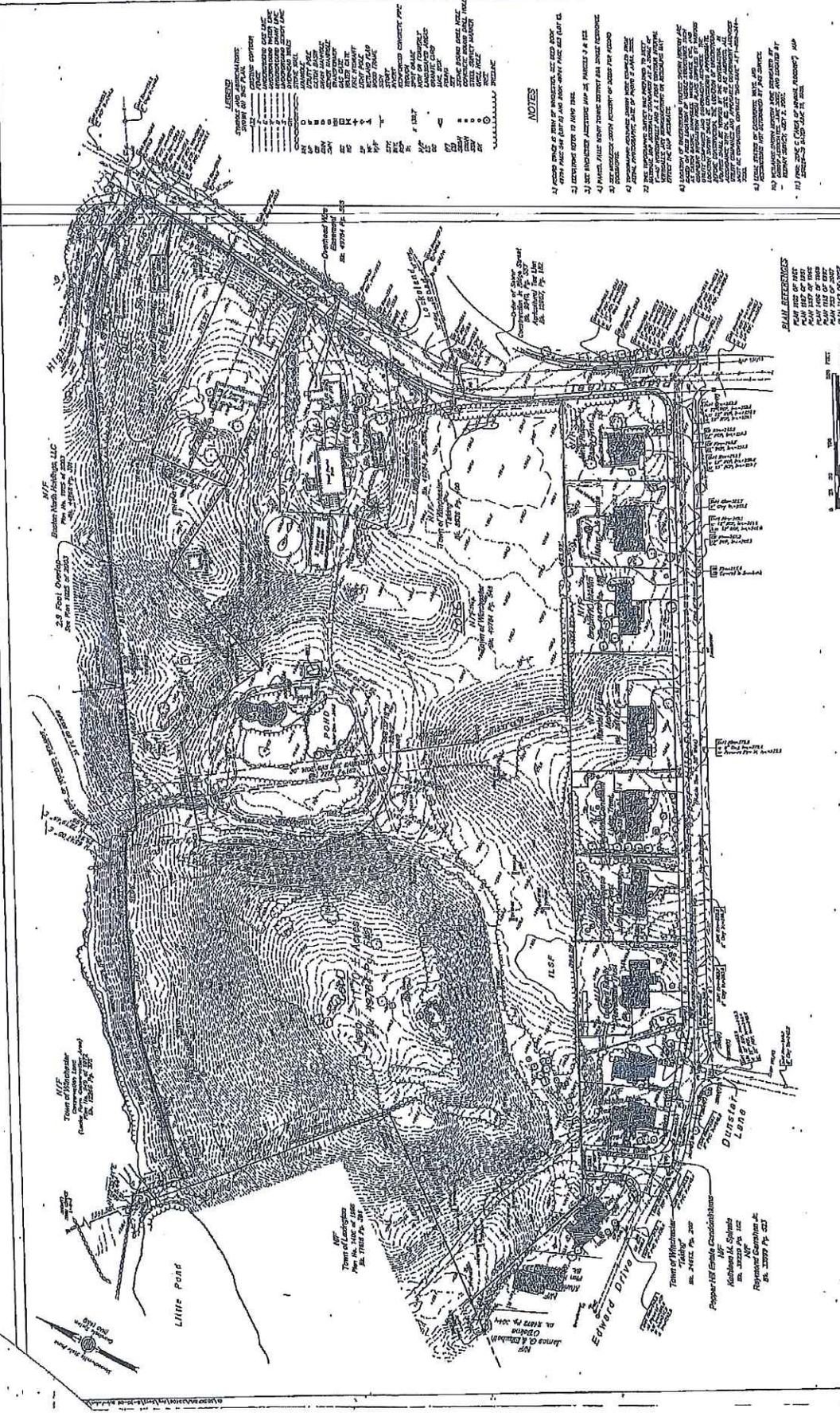
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Exhibit B
“Existing Conditions Plan” dated February 1, 2008



LEGEND

SYMBOLS

EXISTING

PROPOSED

CONSTRUCTION

UTILITIES

BOUNDARIES

ADDITIONAL

NOTES

- NOTES**
1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 2. ALL DISTANCES ARE TO BE MEASURED AS SHOWN ON THIS PLAN.
 3. ALL DISTANCES ARE TO BE MEASURED AS SHOWN ON THIS PLAN.
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 10. ALL DISTANCES ARE TO BE MEASURED AS SHOWN ON THIS PLAN.

SCALE

1" = 100'

DATE

1/1/2010

PROJECT

1.0

APPROVED

DATE

1/1/2010

BY

[Signature]

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	1/1/2010

PROJECT INFORMATION

CLIENT

Sumnerfields of Winchester

PROJECT ADDRESS

10000 Durbin Lane, Winchester, VA 22391

DESIGNER

Sumnerfields of Winchester

DATE

1/1/2010

APPROVED

DATE

1/1/2010

BY

[Signature]

PROJECT INFORMATION

CLIENT

Sumnerfields of Winchester

PROJECT ADDRESS

10000 Durbin Lane, Winchester, VA 22391

DESIGNER

Sumnerfields of Winchester

DATE

1/1/2010

APPROVED

DATE

1/1/2010

BY

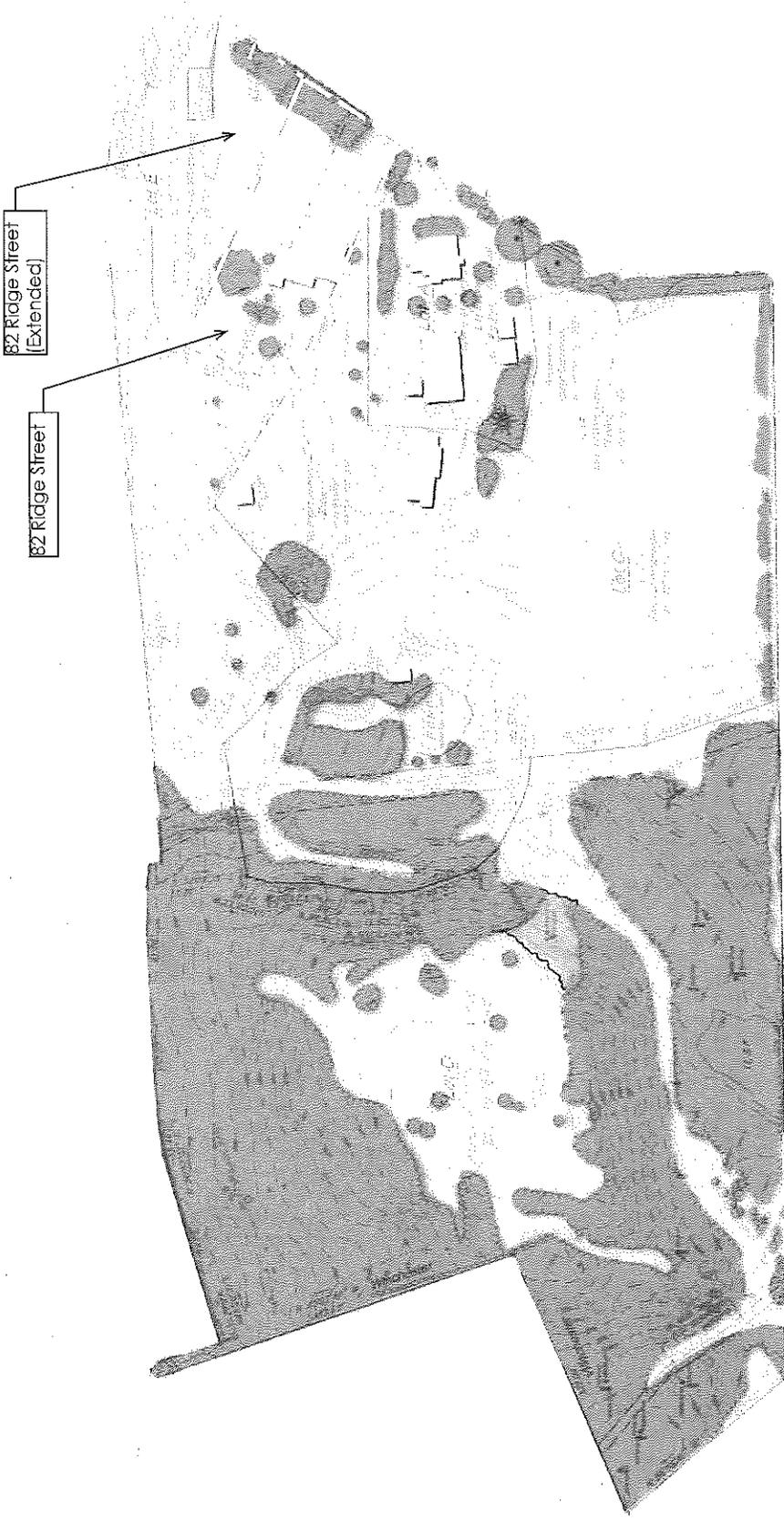
[Signature]

Exhibit C
“Wright-Locke Farm: Development Feasibility Studies”
Dodson & Flinker, March 2013
Dodson & Flinker, August 2014

**WRIGHT-LOCKE FARM DEVELOPMENT
OPTIONS**

**SUMMARY
OPTIONS 1-6**

	OPTION 1	OPTION 2	OPTION 3	OPTION 4	OPTION 5	OPTION 6	ABBOT (2007)	AVALON BAY
CONSERVATION	Highest	High	Moderate	Moderate	Moderate	Low	Lowest	None
DEVELOPMENT	None	Low	Moderate	High	High	High	Highest	Highest
UNITS	0	20 units	27 units	40 units	60 units	64 units	62 units	254 units
VISUAL AND HISTORIC IMPACT	None	Low	Low	High	High	Highest	Highest	Destruction
NEIGHBORHOOD IMPACT	None	Relatively Low	Moderate	Moderate	High	Highest	Highest	Massive
INCOME	Lowest	Low	Moderate	High	High	High	High	Highest
NOTES	<ul style="list-style-type: none"> All parcels placed in permanent conservation Town expense assuming sale of 82 Ridge Street to Conservancy No income from development of other parcels 	<ul style="list-style-type: none"> Conservation of farm, hilltop, fields 20 multi-family homes (max. 4 units per building) Limited number of residences near High Street Extension and Edward/Pepperhill Drives 	<ul style="list-style-type: none"> Conservation of farm, hilltop, fields 28 multi-family homes (max. 4 units per building) Limited number of residences near High Street Extension and Edward/Pepperhill Drives 	<ul style="list-style-type: none"> Conservation of farm, hilltop, fields 40 units of multi-family homes and apartments New apartments near Edward/Pepperhill Drives and High St. Ext. 	<ul style="list-style-type: none"> Conservation of farm and fields Development on highly visible hilltop 60 units of housing: multi-family homes and apartments New apartments near Edward/Pepperhill Drives 	<ul style="list-style-type: none"> Conservation of farm Development of hilltop and 82 Ridge St. 62 units of housing: apartments, single and multi-family homes 	<ul style="list-style-type: none"> Conservation of farm 4-60' high apartment blocks along Edward/Pepperhill Drives 6-120'x50' townhouse buildings along High St. Ext. 	<ul style="list-style-type: none"> No parcels placed under conservation 250 units of low/moderate income housing Development throughout entire 20+ acres of historic property including farm, fields and hilltop



82 Ridge Street
(Extended)

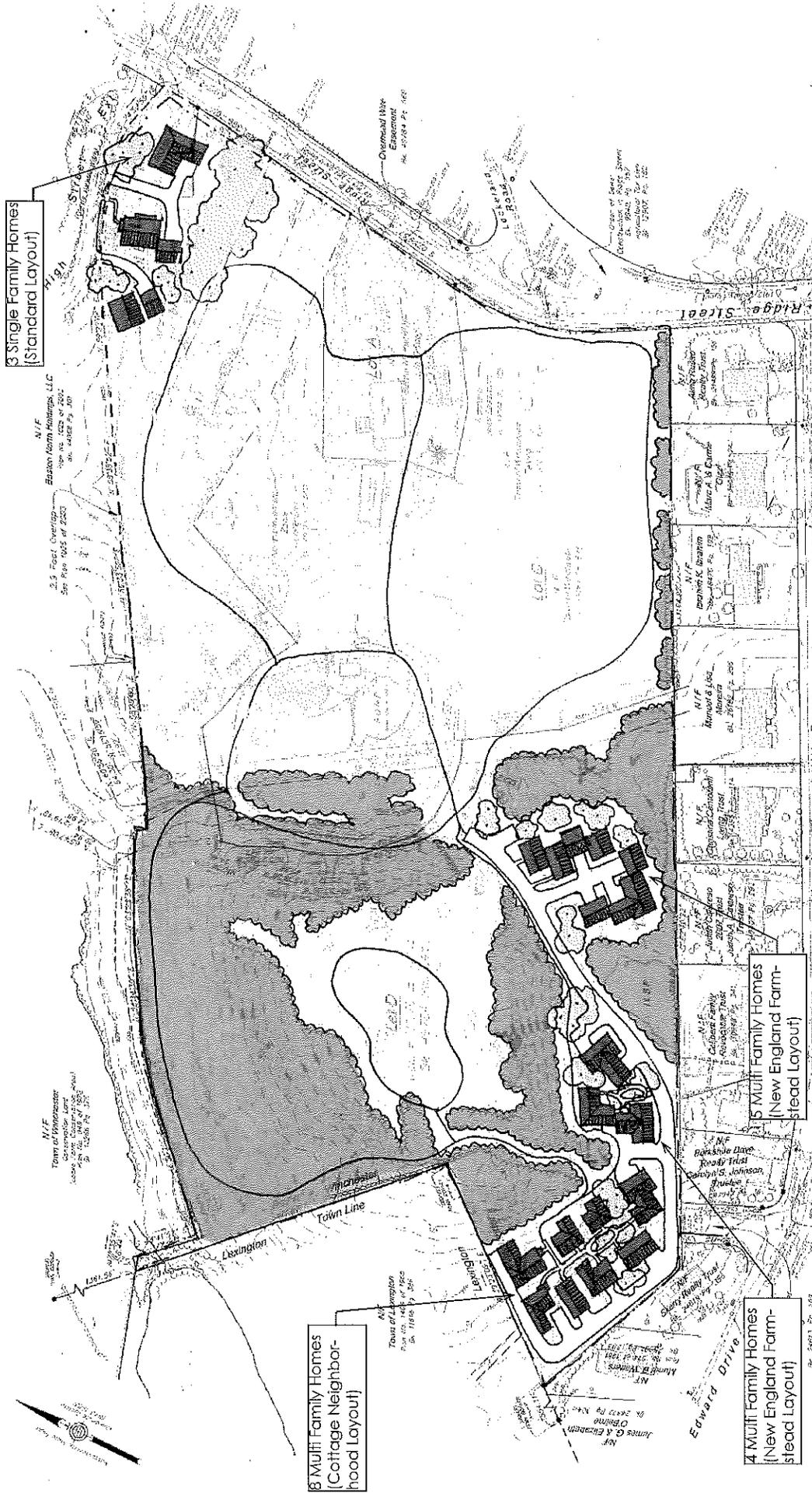
82 Ridge Street

0 50 100

DODSON FLINKER
Landscape Architecture and Planning

WINCHESTER, MA

Wright-Locke Farm: OPTION 1
August 8, 2014



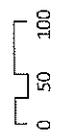
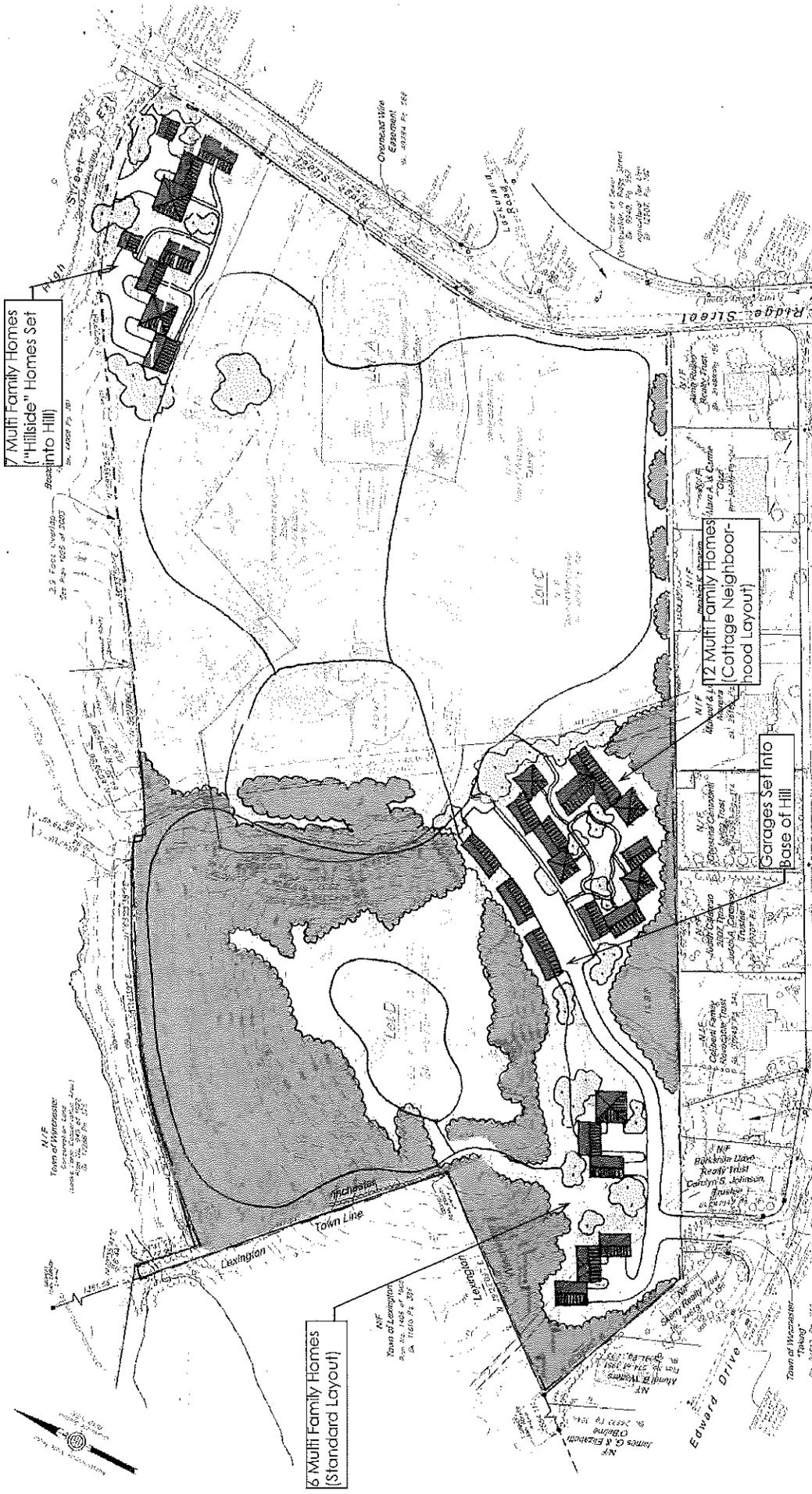
DODSON FLINKER
Landscape Architecture and Planning

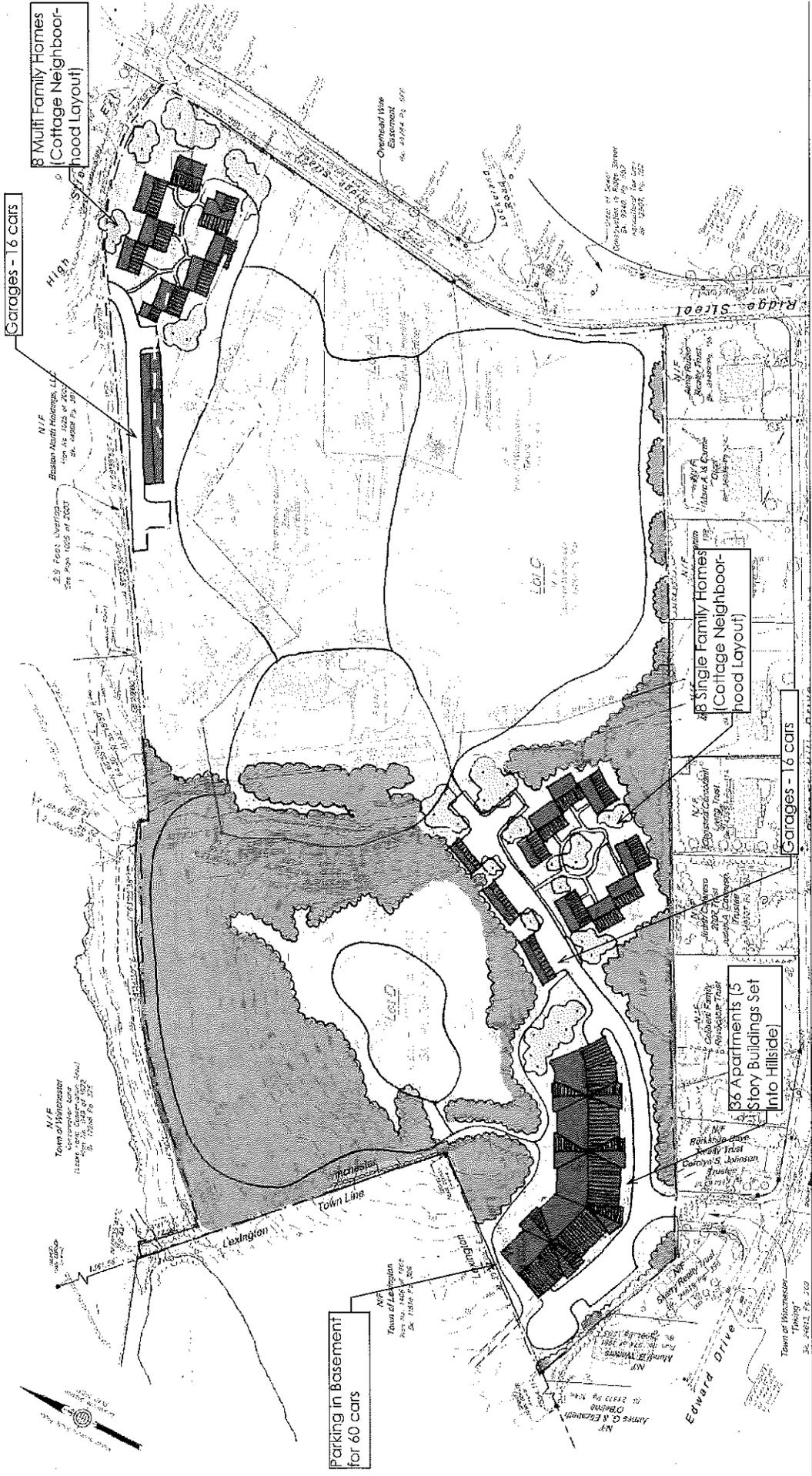


Wright-Locke Farm: OPTION 2

August 8, 2014

WINCHESTER, MA





Carages - 16 cars

8 Multi Family Homes
(Cottage Neighborhood Layout)

N/F
Boston North Holdings, LLC
2.9 Feet Overlay
Site Map 1005 of 2007
Sh. 11/14 Pg. 107
Sh. 11/14 Pg. 107

N/F
Town of Winchester
Comprehensive Zoning
Ordinance No. 1005 of 2007
Sh. 10/16 Pg. 25

Parking in Basement
for 60 cars

N/F
Town of Lexington
Zoning Ordinance
Sh. 1/16 Pg. 206

36 Apartments (5
Story Buildings Set
Into Hillside)

48 Single Family Homes
(Cottage Neighborhood
Layout)

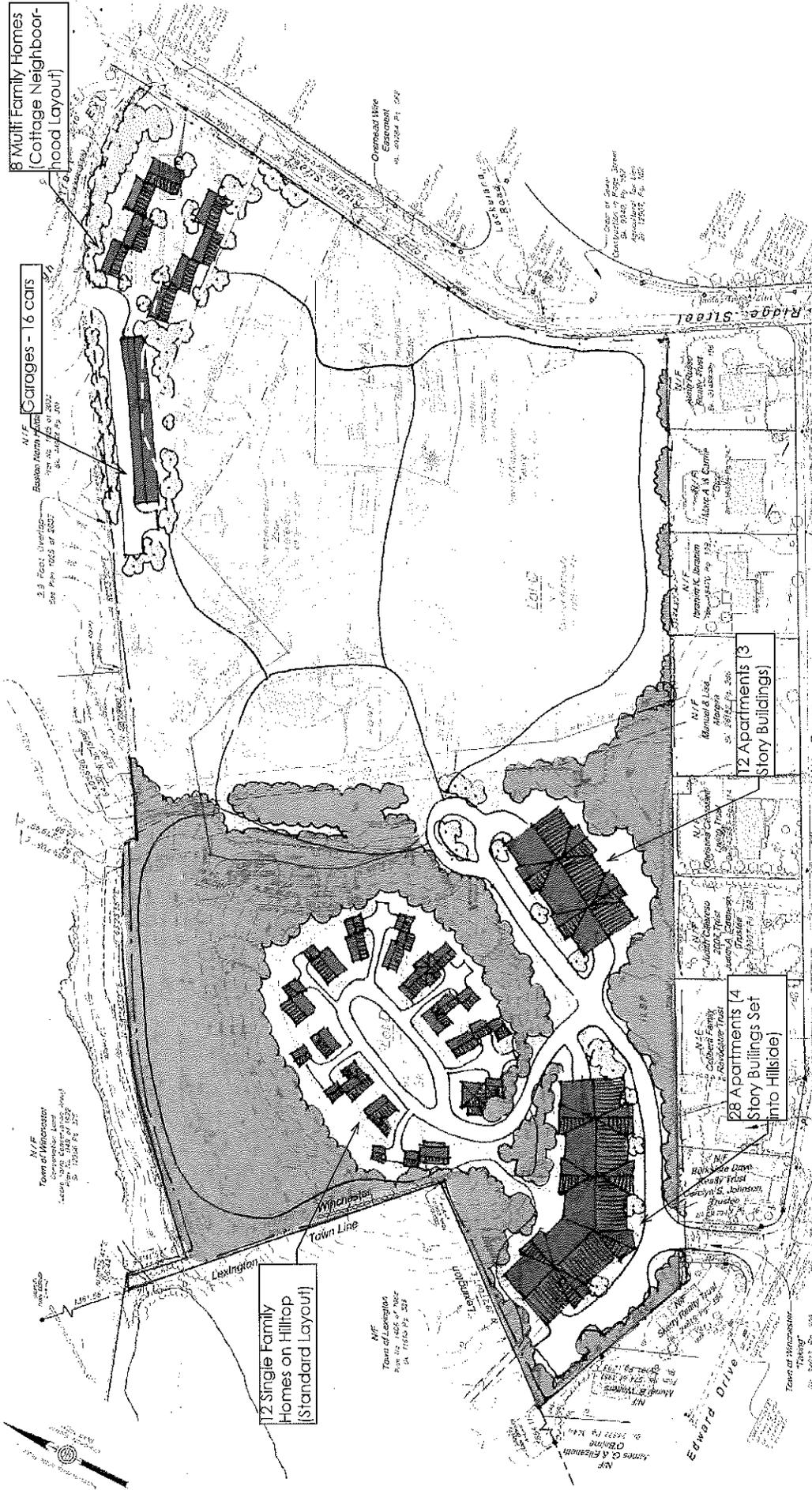
Garages - 16 cars

DODSON FLINKER
Landscape Architecture and Planning



Wright-Locke Farm: OPTION 4
August 8, 2014

WINCHESTER, MA



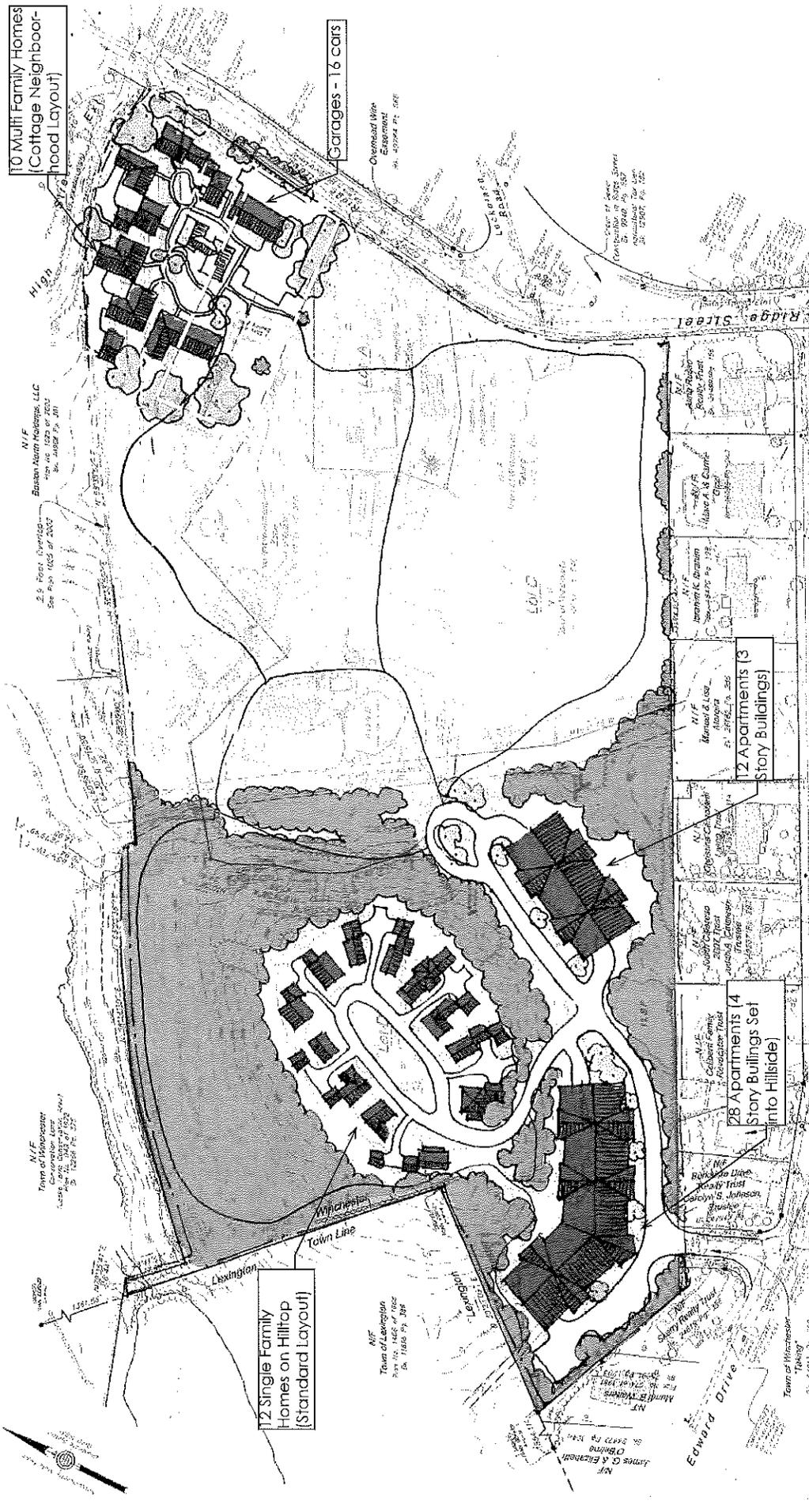
DODSON FLINKER
Landscape Architecture and Planning



Wright-Locke Farm: OPTION 5

August 8, 2014

WINCHESTER, MA



10 Multi Family Homes
(Cottage Neighborhood Layout)

Garages - 16 cars

12 Single Family Homes on Hilltop
(Standard Layout)

12 Apartments (3 Story Buildings)

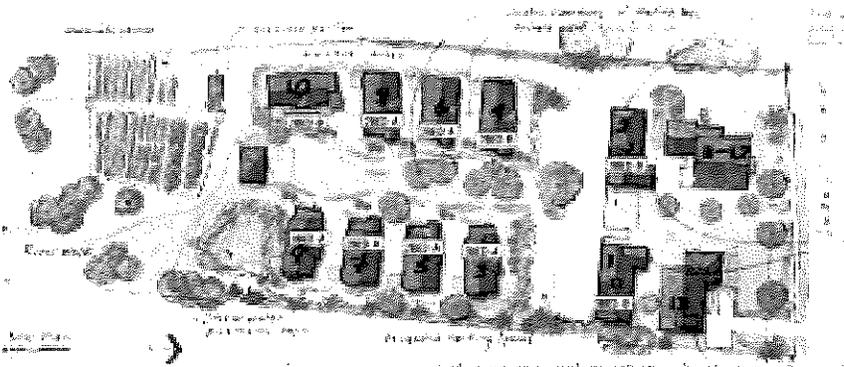
28 Apartments (4 Story Buildings Set into Hillside)

DODSON FLINKER
Landscape Architecture and Planning



WINCHESTER, MA
Wright-Locke Farm: OPTION 6
August 8, 2014

ATTACHMENTS



Conceptual Site Plan
1/10/2014
1/10/2014
1/10/2014



Cottage Neighborhood with Single Family Homes 2,000 - 2,500 s.f.,
Concord River Walk, Concord, MA

DORRIS FINER
ARCHITECTS

Pocket Neighborhoods with Larger Homes

The term "cottage neighborhood" is often used to refer to the type of development that was common in the early 20th century. While many cottage neighborhoods have smaller type homes in the 1,000 to 1,500 ft² range, other job type neighborhoods (sometimes called "pocket neighborhoods") have homes in the 1,000 to 1,500 ft² range with two car garages.



Wright Locke Farm



Wright Locke Farm



Wright Locke Farm

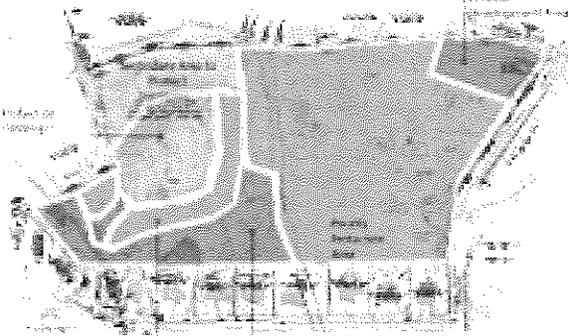
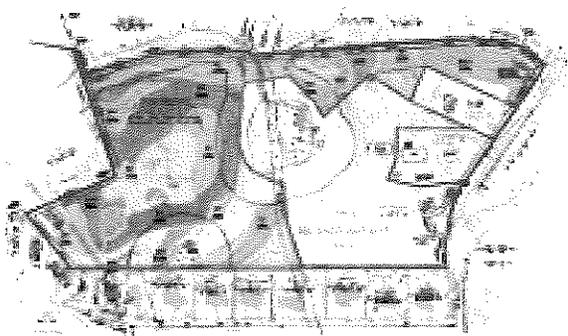
Wright Locke Farm

Wright Locke Farm: Precedent Cottage Neighborhoods

Wright Locke Farm

Wright Locke Farm

Wright Locke Farm

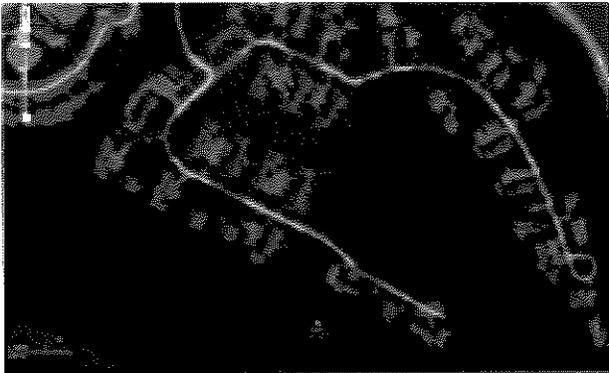


Constraints

- 20' A-1a lot requirement
- 100' minimum setbacks
- Existing easements
- 100' minimum setbacks
- 100' minimum setbacks
- 100' minimum setbacks
- 100' minimum setbacks

Priorities

- Protect riparian areas, wetlands, and floodplains
- Minimize disturbance to the riparian and wetland areas
- Retain existing trees and vegetation
- Retain existing structures
- Retain existing easements
- Retain existing utilities
- Retain existing roads
- Retain existing fences



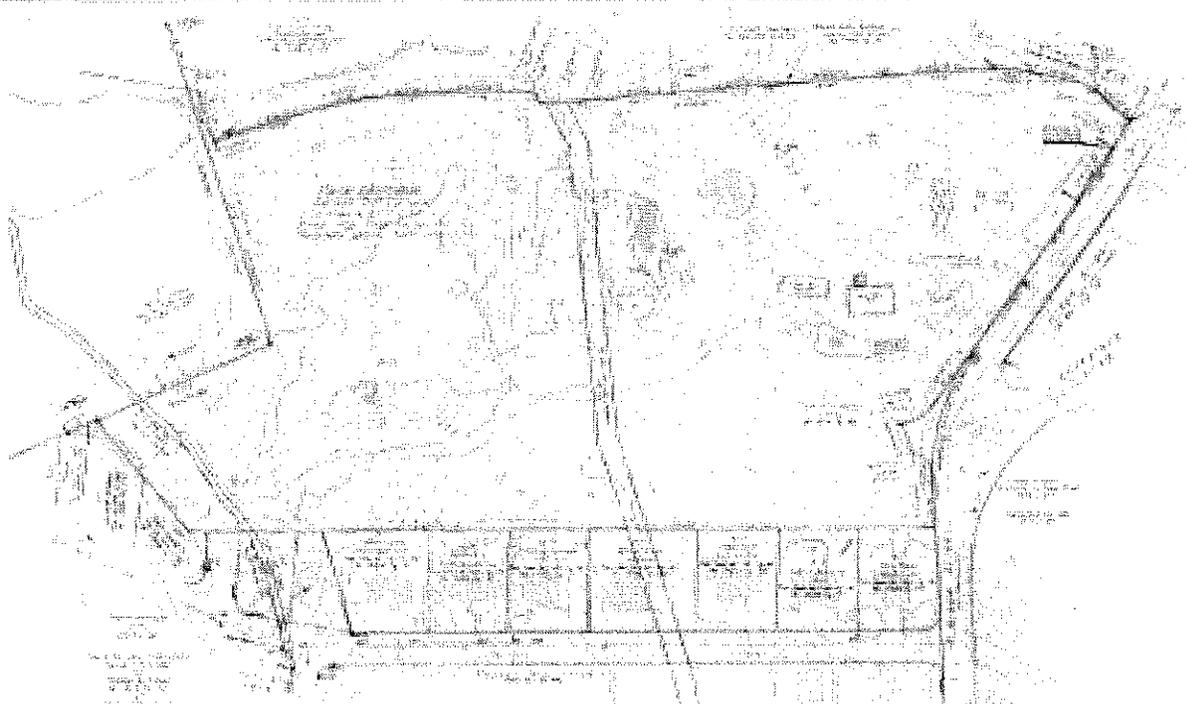
Battle Road Farm - Open Access
July 11, 2003
Location: 10000 Hwy 102
Location: 10000 Hwy 102



Multi-Family Homes "New England Farmstead Layout"
Battle Road Farm, Lincoln, MA

Dennis F. Finkbeiner
Architect

Wright-Locke Co. Farm: Existing Site
Street 15-1-11



Wright-Locke Co. Farm: Existing Site
Street 15-1-11

Wright-Locke Co. Farm: Existing Site
Street 15-1-11

**Exhibit D
Development Zones**



Exhibit E
Map of “Lot E Extended”

Exhibit F
Certificate of Compliance with Tax Laws of Commonwealth

CERTIFICATION OF COMPLIANCE WITH TAX LAWS OF COMMONWEALTH

I certify under the penalties of perjury that I, to my best knowledge and belief have filed all federal and state tax returns and paid all federal and state taxes required under law.

*Signature of Individual or Corporate Name (Mandatory)

By: _____
Corporate Officer (Mandatory, if Applicable)

**Social Security Number (Voluntary) or Federal Identification Number

*Approval of a Contract or other Agreement will not be granted unless this Certification Clause is signed by the applicant.

** Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a Contract or other Agreement issued, renewed, or extended. This request is made under the authority of Mass. General Laws c. 62C s. 49A.

Exhibit G

**Disclosure of Beneficial Interests
Acquisition or Disposition of Real Property**

**DISCLOSURE OF BENEFICIAL INTERESTS
ACQUISITION OR DISPOSITION OF REAL PROPERTY**

For acquisition or disposition of Real Property by _____ the undersigned does hereby state, for the purposes of disclosure pursuant to Massachusetts General Laws, Chapter 7, section 40J, of a transaction relating to real property as follows:

- (1) REAL PROPERTY DESCRIPTION:
- (2) TYPE OF TRANSACTION:
- (3) SELLER or LESSOR:
- (4) BUYER or LESSEE:
- (5) Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:

<u>NAME</u>	<u>RESIDENCE</u>
- (6) None of the above mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below.
- (7) This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions to items 3 and or 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within thirty (30) days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____

Printed Name: _____

Title: _____

Date: _____