

# Attachment A Proposal Form

## Proponent's Information

Name: \_\_\_\_\_

Legal Entity Name (if applicable): \_\_\_\_\_

Legal Entity Identification Number (if applicable) \_\_\_\_\_

Contact Person (if different from proponent): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

How did you hear about Featured Properties for Sale?

- HolyokeRedevelopment.com       Broker/Agent       Word of Mouth  
 Social Media       Sign       Other \_\_\_\_\_

## Property Information

Property Address: **84 Sargeant Street**

Parcel ID#: **Map 018, Block 01, Parcel 005**

Deed Reference: **Book 19285, Page 386**

Current Zoning: **General Industry (IG)**

## Proposal Amount

Amount of Proposal:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (Print) \_\_\_\_\_



## Attachment C

### Financial Capacity Form

Proponent must demonstrate financial wherewithal and development capacity to carry out proposed redevelopment of the property. Using this worksheet, please provide a project estimate in as much detail as feasible.

Proponents should be prepared to produce documentation during the solicitation process demonstrating the availability of funds in an amount no less than the offer amount plus the estimated rehabilitation cost. Acceptable documents include, but are not limited to, a current bank statement, line of credit, pre-approval or commitment of bank financing, audited financial statements and internal financial statements (if a business) or other evidence of financial capability. **Please note, a proponent may choose to include financial documentation with the proposal package, but doing so is not required at the time of proposal submission. Financial documentation will only be required upon (1) HRA's specific request or (2) selection of a proposal.**

#### Project Financing: Estimated Sources and Uses of Funds.

**Sources: Name all sources of funding. Proponent must provide evidence of committed funds.**

<i>Type</i>	<i>Amount</i>	<i>Name of Source</i>	<i>Committed: Y/N</i>	<i>Documentation Attached: Y/N</i>
Developer Equity	\$			
Acq/Construction Financing	\$			
Permanent Financing	\$			
Grant	\$			
Other	\$			
Other	\$			
Other	\$			
<b>Total Sources</b>	\$			

**Uses: Provide estimated costs to redevelop property**

<i>Uses</i>	<i>Amount</i>	<i>Source of Estimate</i>
Purchase Price of Property	\$	
Closing Costs/ Title/Recording	\$	
Construction Costs	\$	
Design/Engineering Costs	\$	
Legal Costs	\$	
Holding Costs	\$	
Financing Costs	\$	
Other	\$	
Other	\$	
Other	\$	
<b>Total Uses</b>	\$	

# Attachment D

## **HRA Policy for the Sale of Real Estate and Proposal Instructions Acknowledgement**

### **Holyoke Redevelopment Authority - Policy for the Sale of Real Estate**

#### **1. Guiding Principles**

This policy shall be used to promote, provide guidance and regulate the sale and reuse of Holyoke Redevelopment Authority (HRA) properties.

The sale and reuse of HRA properties shall be consistent with Urban Renewal Plan "Connect. Construct. Create. – A plan to revitalize Center City Holyoke", and conform to the Massachusetts Department of Housing and Community Development Urban Renewal Regulations.

The HRA seeks development proposals that advance the HRA's and the City of Holyoke's economic development goals as articulated in the Urban Renewal Plan and other referenced economic development plans. The HRA is committed to ethical and transparent processes for the administration of vacant land and buildings. All real estate transactions are governed by laws of the Commonwealth of Massachusetts and the City of Holyoke and rules that generally prohibit, among other things, conflicts of interest, the disclosure of confidential information, and the representation of another by a HRA official or employee in a transaction with the HRA. All purchasers must submit disclosures as required by the HRA.

Criteria include but are not limited to projects that:

- Encourage the development and reuse of vacant and underutilized properties
- Eliminate blight and stimulate neighborhood revitalization
- Demonstrate a commitment create employment with a preference for Holyoke residents and a plan to recruit employees from those living in the Center City neighborhoods.
- Provide a mix of housing opportunities
- Strengthen the City's tax base
- Convey land in a unified, predictable, timely and transparent process.
- Are considered catalytic with the potential to spur additional private investment in underperforming commercial corridors, neighborhood centers, and areas of regional economic significance as identified in the Urban Renewal Plan and other City-approved and accepted plans.
- Share costs or make investments related to significant public improvements, including but not limited to the upgrading of public utilities and the rehabilitation or provision of new public infrastructure
- Conform to Massachusetts Department of Housing and Community Development (DHCD) Urban Renewal Regulations (760 CMR 12.00).

#### **2. Applicability**

These policies apply to Holyoke Redevelopment Authority (HRA) real property inventories. The HRA is responsible for receiving all expressions of interest for property, the decision-making during the disposition process and the adherence to these policies. Pursuant to M.G.L. Ch. 30B, §1(b)(25), the solicitation, evaluation, and award of such bids are statutorily exempt from, and shall not be conducted pursuant to, public bidding and procurement laws codified under Mass. General Laws, Chapter 30B.

During the review of requests for property under these policies, the HRA may, at its discretion, elect not to convey the requested property. All proposals constitute preliminary proposals in preparation of negotiating a development contract.

### **3. Approaches to the Sale of Property**

The sale of HRA property is intended to promote the greatest possible active reuse of parcels in the HRA's inventory. Available properties will be published online at [www.HolyokeRedevelopment.com](http://www.HolyokeRedevelopment.com) and may include an asking price. Proposals for acquisition and development of for properties will be accepted and reviewed on an ongoing basis.

### **4. Open Market Sales Approach**

The HRA reserves the right to enter into development agreements and sell property in manners deemed most appropriate to expeditiously attain urban renewal plan goals. Typically, when more than one person or entity wishes to purchase the property, the HRA will use either the Proposal Form or a Request for Proposal format. The Open Market Sales will be a standard approach to obtain the best offer for a property. Open Market Sales will typically be done through [www.HolyokeRedevelopment.com](http://www.HolyokeRedevelopment.com) or other recognized method of advertising to encourage broad participation in the sale of selected properties. Listed asking prices may be established using appraisal, competitive market analysis, or assessed valuation. Properties will be placed on the market for a duration that will allow for fulfillment of the goals and objectives of the HRA and the Urban Renewal Plan.

### **5. Requests for Proposals/Qualifications**

If the HRA requires more specified criteria for real estate development, a Request for Proposals (RFP) or Request for Qualifications (RFQ) may be issued to identify and select a potential developer. The RFP format allows the HRA to explain the planned use of the property and identify any further requirements that might be place on the developer or successive owners of the property.

- A RFP will be widely advertised to encourage broad participation.
- Selection criteria will include factors such as developer capacity and proposed development outcomes, as well as the proposed price offered by potential developer.
- The disposition price may be established by the HRA and will typically be considered the market value of the property.
- A RFP may be developed in consultation with other stakeholders as appropriate.

### **6. Qualified Purchasers & Proposals**

All Qualified purchasers of HRA-owned property must fulfill their commitments to the HRA and the community, which includes paying property taxes, maintaining properties in accordance with all municipal codes and ordinances, and be in good municipal standing including:

- Does not own any property that is subject to any significant unresolved violation of City or State codes and ordinances;
- Has not been an owner in a completed Holyoke tax foreclosure proceeding within the previous five years; and
- Has not been the owner of record or a partner in any real estate or development that has been confiscated due to criminal activity.

A Qualified Proposal will be submitted by a Qualified purchaser that includes:

- 1) Adequate plans and established timeline for development
- 2) Demonstrated history of operating capacity and capacity to complete work proposed
- 3) Proven financial resources
- 4) Proposal Form (Attachment A)

- 5) Development Proposal Form including Narrative of Development and Improvement Plans, Employment and Prior Experience (Attachment B)
- 6) Financial Capacity Form (Attachment C)
- 7) HRA Policy for the Sale of Real Estate and Proposal Instructions Acknowledgement (Attachment D)

In addition to these general qualification standards, the HRA retains final authority to determine qualifications and suitability of selected proponents. The HRA reserves the right to return an incomplete proposal package for correction and completion or outright reject any such proposal.

Proposals will be publicly opened and disclosed with the name of each proponent recorded. The HRA intends to review each qualified proposal based on the comparative evaluation and selection criteria set forth in each proposal package.

The evaluation criteria set forth in each proposal is intended to assist in the consideration of submitted proposals and does not constitute an exclusive framework or otherwise bind HRA's decision-making process. HRA reserves the right to interview proponents, request changes in the proposals, reject all proposals, modify the proposal, negotiate price and terms or withdraw its selection and select another proponent even after a proponent prevailed during the proposal process, in its sole discretion.

#### **7. Proposal Selection Criteria**

Proponents are advised to consider the following Comparative Evaluation Criteria when preparing their submission and submit sufficient information under each category to permit fair and responsible evaluation the proposals:

- Experience with redevelopment of urban sites
- Financial capacity to complete the project
- Project Budget
- Likelihood of completing the project on schedule and in a timely manner
- Implementation strategy
- Benefits to adjacent development and neighborhood

The comparative criteria will be evaluated in a manner by using four rating categories —Highly Advantageous, Advantageous, Not Advantageous and Not Acceptable.

#### **8. Deposit**

The HRA reserves the right to require a deposit equal to ten percent (10%) of the awarded offer amount at the signing of a Purchase and Sale Agreement for the property. The deposit shall be credited toward the final purchase price. The HRA may, in its sole discretion, modify the required deposit amount including that a deposit be non-refundable.

#### **9. Department of Housing and Community Development (DHCD) Approval**

The Department of Housing and Community Development (DHCD) is charged with the Urban Renewal Plan oversight and has requirements for the disposition of property (CMR 760 12.05). This oversight is to ensure that the disposition of property identified in an urban renewal plan conforms to the goals and objectives of the Urban Renewal Plan. The HRA must receive DHCD approval prior to the conveyance of any property in the Urban Renewal Plan.

#### **10. Property Conveyance**

HRA real estate will be conveyed, **“AS IS.”** The HRA makes no representation that the property is free of any encumbrances, including environmental contamination and has no knowledge of any environmental finding or of any environmental site assessment for the property, unless

otherwise specifically stated on a case-by-case basis. The HRA makes no representations, express or implied, regarding the property except that problems may exist or arise, such as zoning, obtaining permits, subsoil conditions, latent conditions, the timing of the purchase, wetland restrictions, easements, or dimensional controls, etc.

In some instances, the City of Holyoke, through its City Council and Mayor, previously approved transfer of real estate to the HRA in accordance with the URP. Upon execution of a Purchase and Sale Agreement, the deed from the City to the HRA will be recorded prior to or simultaneously with the Closing.

At closing, the HRA shall deliver a **Release Deed**, free from all encumbrances except those identified in the executed Purchase and Sale Agreement which may include, but are not limited to, provisions relating to existing building code and zoning laws, applicable tax obligations, property and betterment liens assessed after the date of the agreement, easements for public utilities serving the premises, and conditions of purchase and covenants for the use, development, and disposition of the property as specified in the deed, agreement, and Urban Renewal Plan. The HRA advises prospective purchasers to have their attorney examine the appropriate title prior to closing.

Planned uses for the property should be consistent with the property's existing zoning classification as defined by applicable Holyoke Zoning Ordinances and Massachusetts General Laws, or a Proponent should indicate in its proposal that a zone change is required. Any zone change, special permit or variance application, if needed, would have to be sought separately from this sale through their respective processes and will be the sole responsibility of the winning proponent and be consistent with the use of the site intended in the urban renewal plan. The HRA makes no assurances as to the approval of any zone change, special permit, site plan review or variance application, if sought.

#### **11. Reversionary Interest (Reverter)**

The HRA expects that properties will be developed in an appropriate and timely manner following a written agreement in accordance with the submitted Development Proposal Timeline or with a subsequent timeline negotiated with the HRA. This requirement will be enforced either through reverter provisions in the deed, or by requiring that property be conveyed simultaneously with the developer obtaining construction financing. After the property has been conveyed, the HRA may follow up with a systematic review of these agreements for development, which includes design plans and improvements to the existing building and/or land, that engineering/architectural design/plans are complete, evidence that financing is available, and that the approved plans are underway. If such development does not begin according to the timeline, the HRA may require the buyer to reconvey title to the property for a predetermined price.

#### **12. Payment of Taxes or PILOT**

All parcels will be sold free and clear of any unpaid real estate taxes or municipal liens assessed. However, the successful proponent is required to make a payment in lieu of taxes (PILOT) to the City of Holyoke from the date of the deed transferring title from the HRA to the successful proponent to June 30, of the current Fiscal Year at the time of closing. In the event the closing does not take place at least thirty (30) days prior to the end of the fiscal year, the successful proponent shall make a payment in lieu of taxes for the current and next fiscal year. Such tax shall be computed by applying the tax rate for such fiscal year to the sale price. An annual minimum PILOT of 50% will be required of any successful tax-exempt entity purchasing property.

**13. Site Control: Options and Holds**

The HRA recognizes that developers may require legally recognizable site control as part of the development process. The HRA may at times execute contingent agreements of sale or option agreements to allow developers to pursue financing and other approvals necessary for development. Proposals seeking site control agreements must be consistent with the Urban Renewal Plan and meet the following conditions:

- The applicant must be a Qualified Purchaser
- The applicant will be responsible for property maintenance, insurance, and utilities
- The timeframe must limited to one year or less and may be renewed solely at the HRA’s discretion
- The applicant may not use or move into the property
- Be subject to an option fee, due upon execution of option agreement

**Certification**

The undersigned Proponent certifies that it has read and understands the requirements of the solicitation. The Proponent further acknowledges they have read and understand the proposal terms and qualifications as specified in the instructions and as further detailed in the HRA Policy for the Sale of Real Estate.

Moreover, the Proponent certifies under penalties of perjury that this 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.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBITS:**

- **Property Description from Urban Renewal Plan**
- **Assessors' Property Record Card**
- **Legal Reference**
- **Phase II Environmental Conditions Report Executive Summary**