

Request for Proposals for
REDEVELOPMENT AT THE
ROCKLAND PSYCHIATRIC CENTER
Town of Orangetown, New York

Issued by the Town Board of the Town of Orangetown

January 24, 2005

I. INTRODUCTION

The Town Board of the Town of Orangetown (the “Town”) hereby requests proposals for the redevelopment of specified portions of the Rockland Psychiatric Center (RPC) site, located in the hamlet of Orangeburg and the Pearl River School District, in the central portion of the Town of Orangetown, County of Rockland, State of New York. The RPC site encompasses approximately 550 acres, and contains both land and water uses. Approximately 47 acres of the property located beneath Lake Tappan, a drinking water source, are subject to water rights, and may present limitations on development of the adjacent shore. The remaining acreage consists of undeveloped land and land that houses buildings, structures, roadways, and utilities. Surrounding uses consist of single-family homes, golf courses, limited commercial uses, and open space and recreational uses. Of the 550 acres, 130 acres are available for redevelopment in accordance with the RFP.

Until January of 2003, the entire RPC property was owned by New York State and operated by the State Office of Mental Health. In the past, the entire site had been utilized for the purpose of providing mental health services for children and adult patients. Since its opening in the early 1930s, RPC has served over 93,000 patients, with a peak yearly population in 1956 of approximately 9,650 persons. However, beginning in the 1970s, New York State began to de-institutionalize its inpatient population and declare some mental health properties as surplus lands, resulting in the major downsizing of a number of mental health facilities.

Similarly, the State sold much of the RPC property (almost 350 acres), since the majority of the land was either mostly vacant or considered to be underutilized. The State will retain approximately 50 buildings and structures on approximately 200 acres. As a result of the State’s intention to sell portions of the property, the Town entered into a contract with the State to purchase the approximately 350 acres of land at the RPC site, and on January 22, 2003, the Town acquired that land, which included a total of 69 buildings and structures, for \$5.95 million dollars.

Pursuant to the contract with the State, of the approximately 350 acres purchased by the Town, a minimum of 216 acres must and will be set aside for passive and active recreation. The remaining acreage may be used for private development.

In the summer of 2003, *The Rockland Psychiatric Center Redevelopment Plan* was created, which was intended to guide the redevelopment of Town-owned properties at the site through the utilization of sound land use and open space objectives. The Plan’s general goal is the preservation of open space and the development of recreational facilities while simultaneously encouraging low-impact development, which will generate tax ratables. The Plan was accepted by the Town Board on April 12, 2004. At the present time, the Town Board intends to utilize a Community Development Agency (CDA) to help implement redevelopment in accordance with Article 15-a of The General Municipal Law.

In May 2004, a Request for Qualifications (RFQ) was prepared and advertised. A number of potential developers responded and had the opportunity to attend site inspection tours and question and answer sessions. Eleven formal qualification

statements were submitted. The Town Board of the Town of Orangetown and its advisors held interviews with nine of the potential developers. From the 11 potential candidates, five were considered to have the most suitable experience and approach to site development, based on criteria established in the RFQ, submitted materials, and interviews. These five developers were included on a “short list” as called for in the RFQ. All five received copies of this RFP and are specifically invited to submit proposals.

Proposals are due by April 15, 2005, no later than 5:00 p.m. Document packages should be submitted, by hand delivery or by mail, to Town of Orangetown Town Hall, 26 Orangeburg Road, Orangeburg, New York, 10962; Attention: Thom Kleiner, Supervisor.

I. THE ROCKLAND PSYCHIATRIC CENTER REDEVELOPMENT PLAN

In the Town of Orangetown’s Comprehensive Plan (which was adopted in May of 2003), the future uses of the purchased land at the Rockland Psychiatric Center (RPC) were generally considered. As an outgrowth of that Plan’s RPC site analysis, the *Rockland Psychiatric Center Redevelopment Plan* was produced in order to more fully guide and control the future development of the RPC site. The accepted RPC Redevelopment Plan is in full conformance with the Town’s Comprehensive Plan. The overall objectives of the Redevelopment Plan are as follows:

- To encourage and appropriately plan for private development, such as low-impact senior housing and research and development-type uses, that will increase the Town’s and local School District’s tax base and will not adversely impact either in terms of costs for services.
- To preserve open space on the site to the extent practicable and to maintain the open space character of the site as viewed from surrounding roadways and within the site itself;
- To minimize the visual impacts of development to the extent practicable through the careful placement and massing of buildings and parking areas, and through landscaping, architectural, and aesthetic means;
- To preserve access to and the view of Lake Tappan, to enhance the views of the Lake where practicable, and to preserve the Lake’s water quality, including coordination with United Water;
- To make certain the new buildings and site improvements, including parking and loading areas, are attractively designed, with suitable buffer areas and land use considerations, taking multiple vantage points into account, respecting views from existing and future uses as seen from vehicular and pedestrian circulation systems;
- To develop a variety of public, private, and not-for-profit recreational facilities, including a swimming pool, athletic fields, and walking trails (many of these amenities are currently being considered by the Town);
- To develop vacant and underutilized property with a mix of uses;
- To provide for the development of a range of residential types and densities, including but not limited to affordable housing for seniors and volunteers, and attached or cluster housing; and,
- To provide for adequate on-site circulation, recognizing that certain roads are

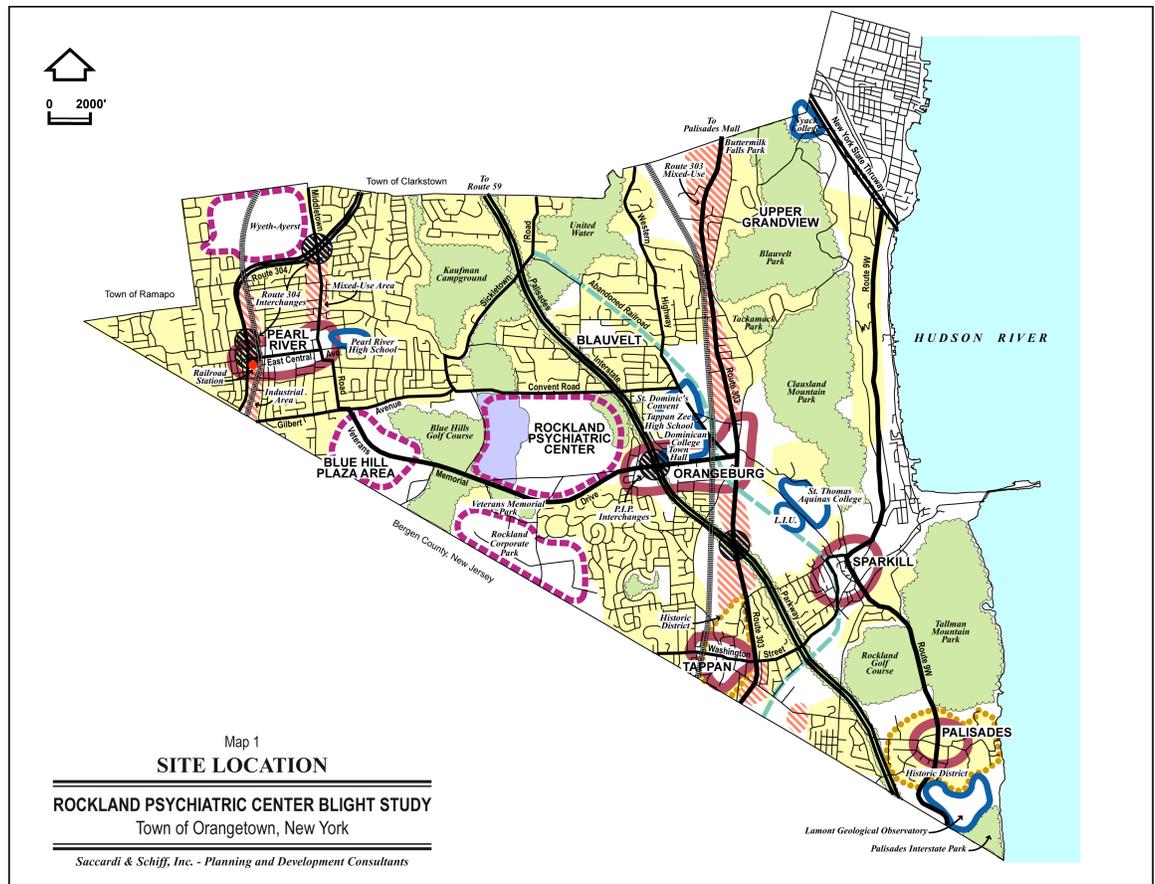
State-owned but maintained by the Town, and to minimize and/or mitigate off-site traffic impacts.

It is the intention of the Town Board to implement the above goals and objectives through the development of vacant land, the redevelopment of portions of the RPC site that are currently considered to be underutilized, and through potential adaptive reuse of existing buildings. The RPC Redevelopment Plan maintains that open space, indoor and outdoor recreation, and private development can rationally occur in a mixed-use program at appropriate locations on the RPC site.

III. DEVELOPMENT OPPORTUNITIES

A. Project Location

The RPC site is bounded by Veterans Memorial Drive to the south, Convent Road to the north, the Lake Tappan Reservoir to the west, and Palisades Interstate Parkway land to the east (see Exhibit/Map 1, Site Location), and is an approximately 20 minute drive from the George Washington Bridge.



B. Site Description

The Town is seeking proposals from qualified developers for the redevelopment of the designated parcels offered for development. (See Exhibit 2, Disposition Plan.) Developers must, at minimum, propose to develop Parcel 17, and may propose to develop any other combination of sites along with Parcel 17. If the proposed project is to be completed in multiple phases, Parcel 17 **must be** completed in the first phase of redevelopment.

Parcel #	Size (acres)	Comment
2	16	Approved commercial recreation site; No longer available for redevelopment
6 (and portion of 7)	3.7	Site in use for Town’s volunteer housing; may be available for redevelopment if said housing is relocated and incorporated into plans for the balance of the area
7	2.4	Applicant may consider development of these parcels, along with the parcel containing Staff Court, which may be acquired from the State if an acceptable relocation plan is developed for moving the current program to other State-owned property
8	24	
9	2.2	
10	39	Development/preservation should take advantage of proximity to Lake Tappan
17	60	Must be included as part of the initial phase of the development proposal

Benefits

The Rockland Psychiatric Center (RPC) site contains significant amenities that would make development appealing to prospective developers. Varying elevations, mature trees, landscaped areas, and Lake views all provide for an attractive site. In addition, the site’s central location in the Town and region, and its access to major local and regional roadways (including the Palisades Interstate Parkway and the New York State Thruway) provide significant benefits as well.

Constraints

Although the site’s varying elevations, mature trees, landscaped areas, central location, and access to major roadways are all significant amenities, some of the site’s environmental and infrastructure conditions could potentially make site development a complex undertaking; any development or redevelopment of Town-owned land is necessarily dependent upon its physical characteristics.

Wetlands

In 2003, all of the wetlands on Town-owned land were flagged and surveyed, and 13 U.S. Army Corps of Engineers (USACOE)-classified wetland areas were identified on-site which total approximately 34 acres. USACOE does not require a buffer setback for wetlands. The New York State Department of Conservation (NYSDEC) has not mapped any wetlands on-site. However, the NYSDEC may

determine that six on-site wetland areas are hydrologically connected; if the NYSDEC makes this determination, it is because the wetlands are of sufficient size to fall under their jurisdiction and any proposed disturbance to the wetlands or the 100-foot buffer setback would require a formal review and permit from the NYSDEC. The developer should assume connectivity of the on-site wetlands and that on-site wetlands are of sufficient size, and therefore, should provide the required 100-foot buffer setback. Also, the area south of the Children's Psychiatric Center, near Lake Tappan, is within a 100-year flood plain. (A *Wetlands Delineation Report* was prepared for the Town in December 2003 by Lawler, Matusky & Skelly, Engineers.)

Topography

While mostly level, the on-site topography contains areas of steep slopes; approximately 13% of Town-owned land contains slopes of 10% or greater and approximately 5% of Town-owned land contains slopes of 15% or greater. The highest on-site elevation is approximately 250 feet above sea level (on the eastern part of the site), and the lowest elevation is approximately 55 feet above sea level (along the Lake Tappan shoreline). Also, a study of soil conditions (as prepared by Kasler Associates, et. al. in *Rockland Psychiatric Center: Options for Reuse*; April 15, 1998) indicated that certain soils may pose development constraints due to either steep slopes or wet conditions.

Hazardous Materials

All of the site's existing buildings contain asbestos and lead paint, which will require remediation regardless of whether they are rehabilitated or demolished, and an interconnecting tunnel system that runs under many on-site buildings will likely require asbestos remediation as well. The Phase I Environmental Site Assessment (as prepared by Professional Service Industries, Inc.) determined that a number of environmental constraints existed on the site, however, many of those concerns have been remediated, are within an area retained by the State, or have been investigated and determined to be minor. The Phase II report (as prepared by Lawler, Matusky & Skelly, Engineers; August 2003) stated that overall, no serious or previously undetected environmental conditions were found on-site. Soil sampling detected some contamination, but none above either NYSDEC cleanup objectives or barely above levels considered "eastern US background".

However, the sampling of soils adjacent to particular buildings detected the presence of lead and other metals at elevated concentrations. If further testing reveals the soils to be hazardous, such soils must be remediated by the successful purchaser.

Any work affecting tunnels on Town property must be planned to minimize impacts on related tunnels on State property. Developers must isolate tunnels on Town-owned land from State-owned land with positive barriers. They must perform hazardous materials clean-up within tunnels as required by law. Relocation of any State-owned utilities will be subject to their standards and approvals.

Sewer

At the present time none of the State-owned sewer infrastructure may be utilized for property offered in this RFP. Therefore, the proposer must develop a plan for providing sewer service for its proposed development, including connectivity to off-site Town-owned sewer facilities. In addition, the sewer plan should include providing such service for the Broadacres Golf Course, the volunteer housing and other Town-owned buildings along Blaisdell Road as well as the GAA property (parcel 5 on Exhibit 2) .

Utilities and Access

In accordance with the Town's purchase agreement with New York State, all existing utilities currently provided by OMH serving Town-owned property will be terminated by the end of 2005. Therefore, no utilities will be provided for property offered in this RFP. All utility extensions, connections, upgrades and approvals will be the responsibility of the successful developer.

All water lines on the RPC site, whether on State- or Town-owned property, are owned by the State OMH and are not available for Town or private use. Therefore, any redevelopment will require the extension and connection of water lines to off-site mains. On-site water lines may be relocated as necessary, subject to required approvals by OMH.

The central portion of the RPC site is served by a network of sewer lines that pipe waste to the Orangetown Waste Water Treatment Plant via the RPC pumping station. Neither the western portion of the site, nor the Broadacres Golf Course, both of which are Town-owned, are served by this sewer system. A new pump station and/or other sewer improvements may be necessary including, on-site lateral and trunk lines and improvements or upgrades of off-site, downflow sewer lines. The cost of all such improvements must be included in each developer's proposal.

Road access is an important development and redevelopment issue for the Town-owned lands. Some of the on-site roadways are owned by New York State, while others are owned by the Town. All roads are currently maintained by the Town. As part of the conveyance of land to the Town, the State reserved roadway access either in-fee or by easement, providing permanent State access to and over First Avenue, Third Avenue, and Maple Street for the purpose of ingress and egress. Access easements from the State OMH will be necessary for ingress and egress for future private on-site development. Negotiations with the State may be necessary for access rights and with respect to potential street improvements. Discussions with the State OMH will need to be pursued by the developer as part of the development process, for ingress and egress, underground utilities, etc., particularly along Third Avenue, where improvements may be necessary. The developer should also look at the intersection of Blaisdell Road at Old Orangeburg Road for realignment to meet Third Avenue. Roadway access must also be provided to the Broadacres golf course via First Avenue or through another acceptable alternative.

The Town's proposed baseball fields on parcel 3 will have an access road from the parking area to Third Avenue on the northerly end of the GAA property (parcel 13). This access road needs to be considered in any change proposed to the road network.

Additional Acquisition Sites

The Disposition Plan (Exhibit 2) shows three potential sites where additional land area could possibly be acquired from the State to enlarge and enhance development sites. Of these sites, probably the most important is Staff Court, located roughly in the center of Parcel 8.

If the successful applicant decides to purchase Staff Court, replacement housing would have to be provided on other State-owned land on the RPC site. This housing would include two separate structures, with 12 bedrooms in each, plus common areas.

The Town will facilitate discussion with the selected developer and the State on this matter.

IV. ZONING & PLANNING

Although the 130-acre site area offered for redevelopment is zoned R-80 (one home per 80,000 square feet), it is anticipated that the Town Board will amend the site's zoning from R-80 to a new zone that could allow for mixed-use development, including residential, recreation, and limited commercial development. As stated in the RPC Redevelopment Plan, the primary concerns of the Town regarding development of Town-owned land are that (1) the site's open space character be maintained to the extent practicable, (2) that peak hour traffic in the Town is not significantly adversely affected without adequate mitigation, and (3) that the Pearl River School District (which the RPC site is within) is not significantly adversely affected without offsetting tax revenue. The developer or purchaser should consider development that would not negatively impact existing communities within the Town and would actually compliment or enhance existing or adjacent uses, both residential and commercial.

The Town's Comprehensive Plan discussed the Town-wide need for senior housing of all types; permitted and encouraged on-site residential uses would include independent living, assisted living, and life care for seniors, among others.

Low-impact economic development uses are also encouraged to be located at the site, provided such uses have limited peak-hour traffic impacts. As stated in the Comprehensive Plan, examples of development that could benefit from an open space/campus-like setting are biotechnology companies and other research and development-type uses, and low-impact office uses.

While a developer and/or project team may propose the reuse of any building, some buildings are of particular interest, including: Building 40, which could be used as a community or senior center-type use; a one-story complex in the site's northeastern area (housing the Kids Corner Day Care Center), which has unique architectural features and murals that could be utilized in redevelopment; and the "Director's House", a Tudor-style

home with a slate roof, sunken garden, and horseshoe drive, which could be a conference center-type use.

The Town is presently in contract with a private developer for the sale of 16± acres (i.e., Parcel 2) for the construction and operation of a private indoor sports recreation facility. That contract includes a restrictive covenant, prohibiting any other indoor recreation facility on the RPC site for a period of 10 years (measured from the issuance of a certificate of occupancy for such facility), as to certain specific sports and recreation activities, except for facilities that are ancillary to another principle use, and are limited to use by the residents or employees of such other residential or commercial uses on-site.

V. STANDARDS AND CONTROLS

- A.** Although the Town Board would consider any reasonable rezoning request, potential developers should look at other zoning districts in Orangetown for guidance. For example, it is suggested that the total amount of development on the site should not exceed the residential densities set forth in the Town's recently enacted Planned Adult Community (PAC) zoning district. The permitted density within the PAC zone (for sites other than those zoned CS and CC, as is the case for the RPC site) is four dwelling units per acre, with the potential for a fifth bonus unit per acre, where half of the bonus density units must be affordable. Non-residential uses should be consistent with the maximum FAR 0.4, as set forth in the existing Light Industrial-Office (LIO) and Office Park (OP) districts. Specific criteria for each site are presented in Table 1.

For purposes of the zoning, all parcels may be aggregated as a total site area, should the developer choose to propose a cluster-type development.

- B.** As noted above, the proposal may include the use of the area along Blaisdell Road, currently occupied by houses leased by the Town to Town emergency volunteers, as long as an equivalent number of units for use by such volunteers is relocated elsewhere on the RPC site, subject to terms of the current lease. The historic DePew House will remain as a Town-owned museum building.
- C.** The developer shall be responsible for obtaining, at its sole cost and expense, all permits, appeals, subdivision and site plan, and other approvals, engineering, and environmental studies required by law or by this Request for Proposals. Any costs of appraisals, surveys, legal descriptions, etc., shall be borne by the developer.
- D.** The developer is responsible for seeking approvals with the Town Planning Board and other interested Town or State agencies, in accordance with the State Environmental Quality Review Act (SEQRA). Although the selected developer will be responsible for the preparation of a traffic analysis of appropriate roadways and intersections, as part of the SEQRA process, a preliminary traffic study may be undertaken as part of the response to this

RFP in order to determine off-site road and intersection improvements necessary to support the subject proposal. Since roads abutting RPC are under Rockland County's jurisdiction, the County has expressed concern with regard to additional traffic volumes and improvements.

- E.** Any road offered for dedication to the Town should meet applicable Town standards. The proposal must clearly identify those roads that will be dedicated and those that will remain private, and detail how private roads will be maintained.

Table – 1 PROGRAM CRITERIA BY SITE: RPC DEVELOPMENT

SITE	SUGGESTED USE*	DENSITY **	OTHER ISSUES
Parcel 17	Senior housing of any type (independent, assisted, nursing, Alzheimer care, CCRC, or life care)	Use PAC densities; skilled nursing and assisted beds could count as 0.5 dwelling unit	Parcel 17 must be part of first phase of development
	Accessory recreation, dining, community facilities, and very limited retail/service uses designed to meet convenience needs of senior population (e.g., beauty parlor, country store, doctor’s office)	If retail is provided in a separate building, it should be limited to ± 10,000 s.f.	-
	Open space	NA	-
	Office, research and development, medical office, etc.	Use 0.4 FAR	If proposed, such uses should be located in southern portions of Parcel 17
Parcel 10	Open space	NA	A pedestrian walkway and open space buffer must be provided along Lake Tappan
	Senior housing (preferably independent living near Lake Tappan)	Use PAC densities	Development must avoid wetlands. Development must include walkway along Lake Tappan.
	Other multifamily housing	Use PAC densities	Development must avoid wetlands. Development must include walkway along Lake Tappan.
Parcels 6/7	Housing, including reuse of existing structures as affordable housing for volunteers***	Use PAC densities for new development	If existing homes are demolished, affordable units must be incorporated into new buildings. Improvement to intersection of Blaisdell Road and Old Orangeburg Road would require demolition of existing structures at intersection.
Parcels 8/9	Senior housing (preferably independent living)	Use PAC densities	No direct access to Veterans Highway should be proposed. Use of staff court and director’s house is encouraged.
	Other multifamily housing	Use PAC densities	No direct access to Veterans Highway should be proposed. Use of staff court and director’s house is encouraged
	Office, research and development, medical office, hotel, spa, conference center (No retail shopping centers permitted)	Use 0.4 FAR	No direct access to Veterans highway should be proposed. Use of staff court and director’s house is encouraged
	Open space	NA	Buffer along Veterans highway must be provided

* Uses suggested by developers but not permitted: shopping centers, single-family homes, college campus.

** In calculating densities, 50% of wetlands should be deducted from site area.

***If parcels 6 and 7 are redeveloped for uses other than emergency volunteer housing, such housing must be relocated in equivalent number on the RPC site, subject to terms of the current lease

VI. PROPOSAL CONTENT AND REVIEW FEE

Developers are required to submit the following information in sufficient detail to enable the Town to give consideration to the proposal. Proposals should not exceed 50 pages of text in length, including an executive summary, which is required.

A. Qualifications of Developer

Qualifications of the developers were provided during the RFQ process. As a result, only a summary description of the development team's previous experience will be required, including examples of previous relevant projects undertaken by the developer or team with references of project managers. New members of the proposed project teams should also include complete resumes and examples of relevant experience.

The development team description shall identify:

- The corporation, joint venture or other entity that would serve as the master developer of the proposed development which would be party to the Development Agreement between the Designated Developer and the Town. If the entity is a subsidiary of, or otherwise affiliated with, another organization, the proposer shall indicate such a relationship. The description shall include any participating development entities or proposed tenants that are deemed important to meeting the Town's goals and objectives for the development of this site.
- All participants in the proposer's development team including the overall project manager, and those members responsible for the building design, landscape and site design, land use planning, engineering, environmental remediation and permitting, legal and financial analysis, and community relations, as well as investors and proposed lending institutions. Submit an organizational chart showing all team members, the responsibility of each team member, and those proposed interrelationships of the team with the Town during the design, development and operation of the project. Provide contact information for each.
- Any potential conflicts that the individual team members or firms may have because of current or prior relations with the Town, Town-related boards and individuals, or its consultants. The Town and its consultants reserve the right, in their sole discretion, to request additional information on potential conflicts of interest and to limit or prohibit the participation of any team member or firm due to any such conflict of interest. To the extent that public disclosure laws may be applicable, participants in the development team shall be responsible for complying with all applicable requirements.
- Provide a list of litigation in which the proposer or any of its affiliates or principals had been involved, as a party, during the last five (5) years and

a brief summary of the nature of the litigation and, if applicable, its outcome.

- Identify firms or team members that are qualified minority or women-owned businesses and clearly set forth the nature of their participation, including the extent of responsibilities and the timing of their participation.
- Indicate the person who will oversee and be responsible for each phase of the project: initial planning, site design, architectural design, permitting, environmental remediation, demolition, construction, lease-up/occupancy, and management.
- Indicate if any of these individuals have ever worked together and in what capacity.
- Indicate any projects in the Town of Orangetown with which any member of any firm has been or is now involved.

B. Purchase Price

Set forth the proposed purchase price and terms. This should include a total amount offered as related to the developer's specific plan proposal. Since the plan that is submitted may vary from that ultimately approved by the Town, a price per dwelling unit or other measure should also be submitted.

The offering price should account for building demolition, site remediation, SEQRA and other local approval costs; on-site and off-site infrastructure improvements, including intersection and sewer improvements.

Please note that the Town will be balancing a number of objectives as part of the approval process, including economic and design factors, among others. Clearly the Town is interested in obtaining the maximum short-term and long-term financial return that best meets the Town's goals for the property. That said, this is not a bidding process and while price will be a significant factor in selecting the developer, it will not be the exclusive or controlling factor. A formal Development Agreement acceptable to the Town of Orangetown and the Designated Developer shall be negotiated as a condition precedent to sale.

As part of the proposal, the developers may offer to fund or construct certain recreation and other amenities for the Town on the RPC site.

C. Site Planning and Design

- 1) Schematic plans, including an illustrative site plan showing location of structures by parcel and type, space for public use, ingress and egress, pedestrian routes, parking, landscaping concepts, service areas, etc., shall be provided. In addition, samples of floor plans, elevations and

perspective-type drawings shall be included. Typical floor plans for each style of proposed use, (including each residential-type unit and non-residential uses) shall be included.

- 2) A schedule of the design and construction period and anticipated occupancy date(s), for each phase of the development, shall be submitted. Include in the schedule time for permitting, appropriate governmental approvals, SEQRA reviews, etc. The phasing plan shall demonstrate that the redevelopment of Parcel 17 would occur as part of the first phase of the proposed plan, as required.
- 3) A narrative description of the plan shall be submitted, specifically noting how the proposed development complies with the objectives of the RPC Redevelopment Plan as set forth in Section II of this RFP, along with the issues and constraints involved with each parcel as it relates to the proposal. This narrative should address how the different components of the proposed design concept relate to the overall RPC objectives as stated in Section II above, and how the proposed development relates to existing on-site and off-site uses and facilities, including Lake Tappan and the residential neighborhood to the north.
- 4) A description of the anticipated or proposed citizen participation process shall be included.

D. Economic Feasibility and Financial Disclosure

- 1) An estimate of a development budget (infrastructure, site preparation, remediation, development costs, soft costs, contingencies, and land cost). Projected sales prices and rents shall also be stated.
- 2) A disclosure shall be provided by the developer of whether they are developing for a fee with the intent of conveying the finished project to a third party owner, or whether the developer will hold the property for income purposes. If the proposed development is for a fee, the third party owner must be identified. In either event, all associated fees paid to the developer must be disclosed.
- 3) A narrative statement shall be submitted explaining why each proposed use is economically feasible, including market assumptions, such as, potential or intended tenants and/or buyers. (Letters of intent, if possible.)
- 4) Evidence of financing demonstrating the financial ability of the developer to purchase the property and complete the proposed development shall be submitted.
- 5) Discussion of potential for job creation, including a discussion of the number of full time jobs and full time equivalent jobs identified by type of

employment (such as restaurant, sales, management, maintenance, etc.) shall be included.

- 6) Estimated tax revenues for each taxing jurisdiction (e.g., Town, School District), including the basis for assumptions, and an assessment of specific impacts to the Pearl River School District if any housing is proposed shall be included.

E. Purchasing Entity

As stated in Section VI.A., the proposal shall identify the persons responsible for each activity related to the permitting, remediation, design, financing and construction of the project. The proposal shall identify one or more individuals who have full power and authority on behalf of the proposer's team to negotiate and execute the Development Agreement, without the need for further authorization, and shall include evidence (e.g. certified copies of corporate resolutions) as to such authority. Proposers are further advised that a Completion Guaranty or equivalent security will be required to be executed simultaneously with the Development Agreement by an entity or entities providing adequate assurance of timely completion of construction. The form of the Completion Guaranty will be provided as an exhibit to the Development Agreement. The proposer shall, in its proposal, clearly identify the entity or entities which is/are proposed to execute the Completion Guaranty.

Specific items shall include:

- 1) Name of purchasing entity.
- 2) Business type of purchasing entity (e.g. corporation, general partnership, limited partnership, Limited Liability Company, not-for-profit corporation, etc.). List of principal stockholders, members or partners.
- 3) List all parent corporations, affiliates, and subsidiaries of the purchasing entity.
- 4) If any member of the project team (including any related entity or person) or any principal(s) of the project team or its related entities are involved in any litigation that would have a material adverse effect on the proposed project, the purchasing entity's financial condition or the financial condition of said principals, please describe the nature and details of such litigation.
- 5) Indicate if any member of the project team (including any related entity or person) or any principal(s) of the project team or its related entities, or any other business with which such entities, persons or principal(s) have been connected have filed for bankruptcy or been declared bankrupt during the past seven (7) years.

- 6) If any member of the project team (including any related entity or person) or any principal(s) of the project team or its related entities, or any other concern with which such entities, persons or principal(s) have been connected with or cited for a violation of federal, state or local laws or regulations with respect to labor practices, hazardous wastes, environmental pollution or other operating practices, please indicate and provide details of same.
- 7) If any of the principals are employed by any federal, state or local government or any agency, authority, department, board, or commission thereof or any other governmental or quasi-governmental organization, please indicate and provide details of the same.
- 8) References from at least three (3) municipalities which can document the developer's ability to undertake a project of this type and scope would be advisable.

F. Review Fee for Proposals

A non-refundable \$5,000 review fee must accompany each submitted proposal.

VII. SELECTION CRITERIA

Proposers will be evaluated based on the information submitted; on follow-up interview(s); and on information gathered upon investigation into the teams' relevant experience and past performance. Submitted Proposals will be evaluated based on the following factors, among others, as applicable:

- A. Vision for the Development Project & Consistency with the RFP:**
 1. Overall appeal of development plan and vision and consistency with the objectives set forth in this RFP.
 2. Suitability of site plan with the surrounding environment.
 3. Duration of development timeline or phasing of project.
 4. Identification of, and response to, relevant issues, constraints, and challenges in carrying out the proposed development vision.
 5. Understanding of the local approval process and SEQRA.
- B. Development Team Experience and Qualifications:**
 1. Competitive advantage in executing contemplated financing and development strategy.
 2. Demonstration of key strengths, skills and competencies.
 3. Successful completion, marketing and lease-up of comparable projects.
 4. Experience working with a variety of financing tools in complex capital structures.
 5. Experience working in public/private partnerships.

6. Quality of past projects including architectural and urban design quality.
7. Demonstrated ability to overcome expected and unexpected challenges.
8. Timeliness of performance on past projects.
9. Experience in development project cost estimates, financial analyses, cash flow projections, economic feasibility analyses, and market analysis.
10. Strength of references.

C. Financial Capacity:

1. Financial soundness.
2. Ability to obtain debt and equity for past projects.
3. Ability and willingness to provide sufficient capital to complete necessary pre-development activities and proposed development plan.
4. Strength and feasibility of financing and development strategy.

D. Offering Price

Offering price, including purchase price and other financial considerations which shall be submitted in a separate, sealed envelope.

VIII. SUBMISSION REQUIREMENTS, PROPOSAL ACCEPTANCE, REJECTION, ADDENDA AND SUPPLEMENTS

Proposals should provide a clear and concise demonstration of the proposer's capability of satisfying the requirements and objectives of this RFP. Each proposal may include any background or other supporting information that the respondent feels necessary, and must include at a minimum the response requirements listed in Section VI of this RFP.

The Town will not be limited solely to the information provided by the proposer, but may utilize other sources of information useful in evaluating the capabilities of the respondent and the proposal. Special or unique capabilities or advantages of the respondents should be clearly stated in the proposal.

A. SUBMISSION REQUIREMENTS

1. A complete submission consists of:
 - a. One original plus fifteen (15) copies of each **RPC Proposal** (excluding price). The RPC Proposal must be submitted in sealed envelopes or packages and clearly marked as "RPC Proposal," should not exceed 50 pages of text, and should include 11x17 large-scale drawings, which may be folded into the package.
 - b. One original plus fifteen (15) copies of each **Offering Price Proposal**. The Offering Price Proposal must be submitted in

sealed envelopes or packages and clearly marked as “RPC Proposal.

2. The complete submission (RPC Proposal and Offering Price Proposal) shall be submitted to the Town Supervisor’s office before the closing time stated in Section XII of this RFP.
3. An officer authorized to make a binding, contractual commitment for those firms submitting proposals, shall sign the original proposal.
4. Additional information or modifications to proposals may be requested from any prospective developer.
5. Oral, facsimile, telegraphic, electronic mail or mail-gram proposals will not be accepted.
6. Proposals or unsolicited amendments to proposals arriving after the closing date any time will not be accepted.
7. Failure to submit a proposal(s) in the manner described above may result in the proposal being rejected as unresponsive.

E. PROPOSAL ACCEPTANCE

To be considered, proposers shall submit a complete, written response to this RFP, including any addenda issued in response to questions and inquiries raised by the Town. It is essential that each proposed developer adhere to these guidelines and the Proposal Contents listed in Section VI hereof. Failure to do so will be grounds for rejection of the proposal. Town staff will review the submissions and the developer will be notified in writing of acceptance or rejection.

F. ADDENDA AND SUPPLEMENTS TO THE RFP

Should it become necessary to revise any part of this RFP, provide additional information necessary to adequately interpret provisions and requirements of this RFP, or respond to written inquiries concerning the RFP, an Addendum to the RFP shall be provided to all proposers who received the initial RFP.

G. CANCELLATION OF THE RFP; REJECTION OF ALL PROPOSALS

The Town may, in its sole discretion, cancel this RFP, in whole or in part, or reject all proposals submitted when this action is determined to be in the best interest of the Town.

IX. ORAL PRESENTATIONS

The Town, in its sole discretion, may invite one or more Developers to make oral presentations to clarify proposals. Oral presentations will be held at Town Hall, 26 Orangeburg Road, Orangeburg, New York.

X. CITIZEN COMMITTEE

The Town Board may appoint a citizens committee to assist the Board in the RFP process. Final decision making, however, shall remain with the Town Board or by a Municipal Community Development Agency, established by the Town under General Municipal Law.

XI. RIGHTS RESERVED BY THE TOWN

The Town reserves the right in its sole discretion to award a contract related to this RFP based upon the written proposals received with or without prior discussion or negotiation with respect to those proposals. All portions of this RFP may be considered part of the contract and may be incorporated by reference. Any contract awarded by the Town in connection with the RFP will be subject to approvals as required by local, New York State, and Federal laws, rules, regulations and ordinances.

As part of the evaluation process, the Town specifically reserves the right to review and approve the drawings, plans and specifications for redevelopment with respect to their conformance with the goals and requirements of this RFP. The Town reserves the right to request additional information from any or all prospective developers if necessary to clarify information contained in the proposal.

XII. ADMINISTRATIVE INFORMATION

A. ISSUE DATE

The issue date of this RFP is Monday, January 24, 2005.

B. ISSUING OFFICE

This RFP is issued by the Town Board of the Town of Orangetown.

C. CLOSING DATE FOR PROPOSALS

The closing date for receipt of proposals is 5:00 p.m., Friday April, 15 2005. Participants who submit their proposals by mail or delivery service should allow sufficient mailing and delivery time to ensure receipt by the Issuing Officer by time and date stated above.

D. WHERE TO SUBMIT PROPOSALS

All proposals whether mailed or hand delivered, must be delivered to:

Thom Kleiner
Supervisor
Town of Orangetown
Town Hall, 26 Orangeburg Road
Orangeburg, New York, 10962

E. PUBLIC OPENINGS OF PROPOSALS

Proposals will not be opened publicly.

F. MISCELLANEOUS PROVISIONS

- 1) The Town reserves the unqualified right, in its sole and absolute discretion, to reject all proposals, to withdraw at any time from this process with no recourse for any proposer, to undertake discussions and modifications with one or more proposers, and to proceed with that proposal or modified proposal, if any, which in its judgment will, under the circumstances, best serve the public interest, to change dates and to waive defects in the filing of or contents of any proposal.
- 2) The information contained in this RFP and in any subsequent addenda or related documents is provided as general information only. The Town does not make any representations, warranties, or guarantees of any type, kind or nature that the information contained herein is accurate, complete, or timely, or that such information accurately represents the conditions that would be encountered at the RPC site or its vicinity, past, present or in the future. The furnishing of such information in this RFP or elsewhere by the Town shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each recipient of the RFP, by submitting a proposal to the Town, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Town or any third party who prepared a report for the Town or otherwise, liable or responsible therefore in any manner whatsoever.
- 3) The Town has established this process because it is believed to be in the Town's best interest to do so, and not because of any legal requirement to do so.
- 4) The Town reserves the unqualified right in its sole and absolute discretion to choose or reject any or all proposals received in response to this RFP either on the basis of an evaluation of the factors listed in this RFP or for other reasons, including but not limited to the convenience of the Town.
- 5) The Town reserves the right in its sole discretion to develop the project using any chosen approach, or to request any further information from any proposer, or to select a proposer in whatever manner chosen by the Town, or to not proceed with such selection. The Town reserves the right in its sole discretion to develop the project on any schedule, including any and all selections and/or development related activities.
- 6) Neither the expression of any proposer's interest, nor the submission of any proposer's qualifications and any documents or other information, nor the acceptance thereof by the Town, nor any correspondence, discussions, meetings, or other communications between the proposer and the Town, nor a

determination by the Town that the proposer is qualified hereunder, (1) shall impose any obligation on the Town to include the proposer; (2) shall be deemed to impose any obligation on the Town (a) to include the proposer in any further procedures which the Town may utilize prior to the final selection of a proposer, (b) to enter into negotiations with the proposer or (c) to entitle the proposer to any compensation or reimbursement for any costs or expenses incurred by the proposer in connection with the proposer's submission hereunder. No costs of responding to the RFP of any nature or kind including, but not limited to, design and consulting costs, the costs of reviewing the RFP or any addenda thereto, or the costs of attending any interviews or meetings in connection with this development opportunity, shall be reimbursed by the Town.

- 7) The Town reserves the right to withdraw this RFP at any time. In such event, the Town shall not be liable to any actual or potential proposer for costs or expenses incurred by them as a result of the issuance and subsequent withdrawal of the RFP.
- 8) At any time, and from time to time, after the receipt by the Town of responses to this RFP, the Town and its consultants may give written notice to a proposer to furnish additional information relating to its proposal and/or give written notice to the proposer to meet with designated representatives of the Town with respect to its proposal. Neither the furnishing of the RFP to the proposer, nor the submission of any materials, documents, or other information by the proposer, nor the acceptance thereof by the Town, nor any correspondence, discussions, meetings or other communications between the proposer and the Town, nor anything stated by the Town in or at any such correspondence, discussions, meetings or other communications shall be constructed or interpreted by the proposer to mean that the Town has made a determination that the proposer shall be selected as the Developer, nor be deemed to impose any obligations whatsoever on the Town to compensate or reimburse the proposer for any costs or expenses incurred in connection with its response to this RFP.
- 9) The Town may consult references familiar with the proposer regarding the proposer's prior operations and development or management projects, financial plan, past performance, experience and qualifications, or other matters, whether or not the specific individuals are identified in the proposal. Submission of a proposal in response to this RFP shall constitute permission for the Town to make such inquiries, and authorization to third parties to respond thereto without liability or obligation on the part of the Town or such third party or parties. By submitting a proposal each proposer irrevocably releases the Town and any such third party from any and all claims resulting from any inquiry by the Town, responses by such third party to any inquiry by the Town and the consequences thereof.
- 10) Any information given to the Town in any proposal or any correspondence, discussion, meeting, or other communication between the proposer and the

Town before, with, or after the submission of the proposal, either orally or in writing, will not be, or deemed to have been, proprietary or confidential except as set forth in the next grammatical paragraph. Use or disclosure of such information by the Town may be made without obligation or compensation and without liability on the Town of any kind whatsoever. The foregoing applies to any information, whether or not given at the invitation of the Town. Any statement which is inconsistent with the foregoing provisions of this paragraph, whether made as part of, or in connection with, any information received from the proposer or otherwise made at any time in any fashion, and whether made orally or in writing, shall be deemed null and void and of no force or effect. The Town's receipt or discussion of any discussions after said submittal (including ideas, drawings, or other materials communicated or exhibited) does not, and will not, impose any obligations whatsoever purpose the Town, in its sole discretion, chooses including, but not limited to, negotiations with other proposers.

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial, background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

a) insert the following notice in the front of its proposal:

“NOTICE

The data on pages __ of this proposal identified by an asterisk () contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer's competitive position.*

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the Town considers proper under the law. If the Town enters into an agreement with this proposer, the Town shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

and

b) clearly identify the pages of the proposal containing such information by typing in bold face on top of each page “ *** THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.**”

The Town assumes no liability for disclosure of information so identified, provided that the Town has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

- 11) Neither the members of the Town nor any individual member, nor any officer, agent, or employee thereof shall be charged personally by the proposer or any third party with any liability or held liable to it under any term or provision of this RFP or any statements made herein.
- 12) The Town reserves the unqualified right, in its sole and absolute discretion, to disqualify any team, firm, or individual from any phase or component of the selection process or this development opportunity, for any reason, including but not limited to felonious or other criminal record in any jurisdiction (domestic or foreign).
- 13) By submitting a proposal in response to this RFP, each proposer and each person signing on behalf of any proposer certifies, and in case of a joint venture each party thereto certifies as to its own organization, that the terms of its proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such terms with any other proposer or with any competitor, the terms of its proposal have not been and will not be knowingly disclosed, directly or indirectly, by the proposer prior to the official opening of such proposal, to any other proposer or to any competitor; no attempt has been made and none will be made by the proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purposes of influencing competition; the proposer has not made any offers or agreements or taken any other action with respect to any Town employee or former employee or immediate family member of either which could constitute a breach of any applicable law or regulation, nor does the proposer have any knowledge of any act on the part of any current Town employee or former employee relating directly or indirectly to the proposer which constitutes such a breach; and no person or selling agency, maintained by the proposer for the purpose of securing business, has been employed or retained by the proposer to solicit or secure selection under this RFP or award of this development opportunity on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency.
- 14) Notwithstanding anything to the contrary in this RFP, nothing contained in this RFP, a Development Agreement or any other document or other instrument related to or deriving from any of them shall be construed to create a partnership, association or joint venture between or among the Town on one side and any proposers, qualified developers, designated developer, tenant or other person or entity on the side, nor shall any such document or instrument

make the Town or any person or entity related to any of them liable for any debts incurred by any other party in the conduct of such party's business.

- 15) Each person's or entity's participation in any portion of the submission or selection process described in this RFP shall be deemed to be such person's and entity's irrevocable acknowledgement of and agreement with each of the terms, conditions and provisions of this RFP, including, without limitation, each of the terms, conditions and provisions of this Item F of this Part XII.

G. DURATION OF PROPOSAL

Proposals are to be valid and irrevocable for a period of one hundred and eighty (180) days following final date for submission of proposals as set in Section XII (C) above. The period may be extended by written mutual agreement between the Town and a selected developer recommended for award.

H. TIMETABLE

Upon receipt of proposals, the Town intends to review all submissions and select at least one finalist for detailed negotiations. It is anticipated that the selection process will be completed within three to four months after submission of proposals.

I. COMPLIANCE WITH THE LAW

By submitting an offer in response to this RFP, the proposed developer selected for an award agrees that it will comply with all Federal, State, County and Town laws, rules, regulations and ordinances applicable to its activities and obligations under this RFP and the contract.

J. ADDITIONAL INFORMATION

A proposer may submit only one proposal. The primary members of the proposer team, including the developer, builder and design architect, land use/environmental planner and site engineer, may not change after the submission of a proposal without the prior consent of the Town (to be granted, withheld or conditioned in the Town's sole discretion). If the proposer changes the composition of secondary or technical associates to the development team at any time in the selection process or after selection, it must notify the Town in writing. The Town reserves the right to re-evaluate the proposed change of the development team and accept or eliminate the development team from further consideration. The Town will require similar notification and approval rights following the selection of the proposer and approval of the project.

The Town may make clarifications to, or amend, or re-issue, this RFP during the course of the RFP process. A copy of such changes will be forwarded to each party that submits a written acknowledgement of receipt of the RFP. In the event

that changes are issued, such amendments, together with this document, make up the entire RFP.

The Town reserves the right, but shall not be obligated, to ask RFP proposers to respond to a list of questions and provide additional information relating to the development program, financial capability, purchase price and terms, financial projections, site planning, traffic planning, regulatory strategy and/or other items required for this RFP submittal.

Disposition of Terms: Award of Development Agreement

Based on its evaluation of the proposals submitted in response to this RFP, the Town and its consultants will determine which proposal is most advantageous to the Town, or alternatively, that none of the proposals is acceptable. All proposers will be notified in writing of the Town's tentative designation of the Designated Developer, in any.

If the Town selects a Designated Developer pursuant to this RFP process, the Town anticipates that the Designated Developer will enter into a Development Agreement relating to a purchase of the property described herein, which purchase will be under the same or similar terms and conditions as summarized hereafter. The Town and the Designated Developer will proceed to finalize and execute the Development Agreement with such modifications as may be permitted by the Town, in its sole discretion. If, for any reason, the Town and the Designated Developer have not agreed upon and executed the Development Agreement within sixty (60) days after the date of the Town's selection notice, then, unless the Town, in its sole discretion, elects to extend the time, the Town may, in its sole discretion and without incurring any liability to the tentatively Designated Developer, withdraw its tentative designation. In such event, the Town may proceed to finalize and execute the Development Agreement with another proposer. In all cases, award of the Development Agreement shall be subject to the Designated Developer obtaining all required project approvals, within a stipulated time frame and at its sole expense and risk.

Below is a summary of certain minimum key terms and conditions that the Town currently anticipates will be required. The final terms and conditions of such agreements shall be determined by the Town.

Development Agreement

The Designated Developer will be required to enter into a Development Agreement which the Town presently expects shall include, but not be limited to, the following terms: financial (including option payments during the approval process), the approval process, development schedule and deadlines, events of default, environmental review and remediation and penalties if the designated proposer does not meet milestone commitments or the timeline outlined in the Development Agreement. Additionally, the Town shall retain the right to review and approve any and all applications for rezoning, permits, licenses, and

approvals sought by the Designated Developer. Contemporaneously with the execution of the Development Agreement, the Designated Developer will be required to reimburse the Town for certain of the Town's costs and expenses incurred to that date in connection with the RFP process, zoning and other development matters. In addition, the Development Agreement will contain provisions relating to periodic payments by the Designated Developer to the Town for the Town's ongoing costs and expenses incurred for the foregoing and for other matters for which the Town's continued involvement is required or appropriate.