

SUDBURY BOARD OF SELECTMEN
TUESDAY DECEMBER 20, 2016
7:30 PM, TOWN HALL - LOWER LEVEL

Item #	Time	Action	Item
	7:30 PM		CALL TO ORDER
			Opening remarks by Chairman
			Reports from Town Manager
			Selectmen Announcements
			Citizen's comments on items not on agenda
MISCELLANEOUS			
1.		<i>VOTE</i>	Meet with representatives from AvalonBay Communities and possibly vote to approve 40B Local Initiative Program (LIP) application. David Gillespie, Vice President of Development, to attend.
2.		<i>VOTE</i>	Consideration and possible vote on acceptance of the proposal received for purchase of the parcel of Town land and building thereon (former Police Station) located at 415 Boston Post Road, from John Parsons, Jr., Parsons Commercial Group, Inc. with the address of 1881 Worcester Road, Framingham, MA 01701 for the sum of \$450,000 as set forth in the proposal dated November 11, 2016, subject to the negotiation of a Purchase and Sale Agreement; and to authorize the Chair to execute all documents related thereto, pursuant to Art. 2 of the 2/9/16 STM. Jim Kelly, Facilities Director, to attend.
3.			Update from Sudbury Housing Trust. Elizabeth Rust, Regional Housing Services Office, to attend.
4.			January Town Forum discussion
5.		<i>VOTE</i>	Discussion and possible vote to revise the Fairbank Community Center Study Task Force Mission Statement.
6.		<i>VOTE</i>	Discussion on moratorium on marijuana
7.		<i>VOTE / SIGN</i>	As the Licensing Authority for the Town of Sudbury, vote to approve a new Common Victualler License for Da Vinci Bistro, 457 Boston Post Road, as requested in an application dated December 5, 2016, subject to conditions put forth by the Fire

These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

Item #	Time	Action	Item
			Department and Building Department.
8.		<i>VOTE</i>	Discussion and possible vote to amend the membership of the Bruce Freeman Rail Trail Design Task Force to include associate memberships, as requested by Selectman Simon, and to appoint John McQueen, 265 Hudson Road, John Hinks, 83 Belcher Drive, and Glenn Pransky, 102 Barton Drive, as Associate Members, for terms ending May 31, 2017.
9.			Discussion on the Transfer Station budget and fees
10.			Citizen's Comments (Cont)
11.			Discuss future agenda items
CONSENT CALENDAR			
12.		<i>VOTE</i>	Vote to approve a contract with Vanasse Hangen Brustlin, Inc. (VHB), based on its proposal dated November 30, 2016, to conduct an asset management system study/plan focusing on existing pavement, sidewalk, and guardrail system, as requested by Dan Nason, DPW Director.
13.		<i>VOTE</i>	Vote to approve the regular session minutes of 12/6/16.
EXECUTIVE SESSION			
14.		<i>VOTE</i>	Vote to enter executive session to consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body (Wayside Inn property), pursuant to General Laws chapter 30A, §21(a)(6).
15.		<i>VOTE</i>	Vote to end Executive Session and not return to Open Session.

These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.



SUDBURY BOARD OF SELECTMEN
Tuesday, December 20, 2016

MISCELLANEOUS (UNTIMED)

1: Avalon Bay 40B LIP

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Meet with representatives from AvalonBay Communities and possibly vote to approve 40B Local Initiative Program (LIP) application. David Gillespie, Vice President of Development, to attend.

Recommendations/Suggested Motion/Vote: Meet with representatives from AvalonBay Communities and possibly vote to approve 40B Local Initiative Program (LIP) application. David Gillespie, Vice President of Development, to attend.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting: David Gillespie, others

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

12/20/2016 7:30 PM

REGULATORY AND USE AGREEMENT
[Comprehensive Permit Rental]

LOCAL INITIATIVE PROGRAM

This Regulatory and Use Agreement (this "Agreement") is made this ____ day of _____, 2016 by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD") pursuant to G.L. c.23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Sudbury (the "Municipality"), and Sudbury Avalon, Inc., a Maryland corporation, having a mailing address at 51 Sleeper Street, Suite 750, Boston, Massachusetts 02210, and its successors and assigns ("Developer").

RECITALS

WHEREAS, the Developer is proposing a housing development known as [**Avalon Sudbury**] at an approximately 23.7 acre site within a larger subdivision located a 526 & 528 Boston Post Road in the Municipality, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Development"); and

WHEREAS, DHCD has promulgated Regulations at 760 CMR 56.00 (as may be amended from time to time, the "Regulations") relating to the issuance of comprehensive permits under Chapter 40B, Sections 20-23, of the Massachusetts General Laws (as may be amended from time to time, the "Act") and pursuant thereto has issued its Comprehensive Permit Guidelines (the "Guidelines" and, collectively with the Regulations and the Act, the "Comprehensive Permit Rules"); and

WHEREAS, pursuant to the Act and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at the Regulations which establish the Local Initiative Program ("LIP"); and

WHEREAS, DHCD acts as Subsidizing Agency for the Development pursuant to the Comprehensive Permit Rules; and

WHEREAS, a comprehensive permit pursuant to the Act was issued by virtue of a Decision dated July 18, 2016 issued by The Town of Sudbury Zoning Board of Appeals ("ZBA"), which was recorded in the Middlesex South Registry of Deeds (the "Registry") in Book 67882, Page 210 ("the Comprehensive Permit"); and

WHEREAS, pursuant to the Comprehensive Permit and the requirements of the Comprehensive Permit Rules, the Development is to consist of a total of 250 rental units, of which twenty five percent (25%) (i.e. 63 units) (the "Affordable Units") will be rented to Low or Moderate Income Persons and Families (as defined herein) at rentals specified in this Agreement and will be subject to this Agreement; and

WHEREAS, DHCD has adopted the *Preparation of Cost Certification for 40B Rental Developments: Inter-Agency 40B Rental Cost Certification Guidance for Owners, Certified Public Accountants and Municipalities* (the “Cost Certification Guidance”), which shall govern the cost certification and limited dividend requirements for the Development pursuant to the Comprehensive Permit Rules; and

WHEREAS, the parties intend that this Agreement shall serve as a “Use Restriction” as defined in and required by Section 56.05(13) of the Regulations; and

WHEREAS, the parties recognize that Affirmative Fair Marketing (as defined herein) is an important precondition for rental of Affordable Units and that local preference cannot be granted in a manner which results in a violation of applicable fair housing laws, regulations and subsidy programs; and

WHEREAS, the parties recognize that the Municipality has an interest in preserving affordability of the Affordable Units and may offer valuable services in administration, monitoring and enforcement.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHCD, the Municipality and the Developer hereby agree as follows:

DEFINITIONS

1. In addition to terms defined elsewhere in this Agreement, the following terms as used in this Agreement shall have the meanings set forth below:

Accountant’s Annual Determination shall have the meaning given such term in Section 7(f) hereof.

Accumulated Distribution Amounts shall have the meaning given such term in Section 7(c) hereof.

Accumulated and Unpaid Distribution Amounts shall have the meaning given such term in Section 7(c) hereof.

Act shall have the meaning given such term in the Recitals hereof.

Affirmative Fair Housing Marketing Plan shall mean the Affirmative Fair Housing Marketing Plan prepared by the Developer in accordance with the Guidelines and approved by DHCD, as further set forth in Section 3.

Affordable Units shall have the meaning set forth in the Recitals above.

Allowable Development Costs shall have the meaning given such term in Section 21 hereof.

Annual Excess Revenues shall have the meaning given such term in Section 7(e) hereof.

Annual Income shall be determined in the manner set forth in 24 C.F.R. 5609 (or any successor regulations).

Area shall mean the Boston, Cambridge, Quincy MA-NH Metropolitan Statistical Area (MSA)/County/HMFA as designated by the Department of Housing and Urban Development (“HUD”).

Area Median Income (“AMI”) shall mean the median gross income for the Area, as determined from time to time by HUD. For purposes of determining whether Adjusted Family Income qualifies a tenant for treatment as a Low or Moderate Income Tenant, the Area Median Income shall be adjusted for family size.

Comprehensive Permit shall have the meaning given such term in the Recitals hereof.

Comprehensive Permit Rules shall have the meaning given such term in the Recitals hereof.

Construction Lender shall mean the lender(s) making the Construction Loan, and its successors and assigns.

Construction Loan shall mean the loan to the Developer for the construction of the Development, if any.

Construction Mortgage shall mean the mortgage from the Developer securing the Construction Loan, if any.

Cost Certification shall have the meaning given such term in Section 21 hereof.

Current Distribution Amounts shall have the meaning given such term in Section 7(c) hereof.

Developer’s Equity shall be calculated according to the formulas outlined in Attachment C of the Cost Certification Guidance, using the Cost Method until the Cost Certification process is complete, and either the Cost Method or the Value Method, whichever results in the greater amount, thereafter. Developer’s Equity shall be retroactively applied to the period from the start date (commencement of construction of the Development as evidenced by issuance of the first building permit) until Substantial Completion (the “Construction Period”). For the Construction Period, Developer’s Equity shall mean the average of costs expended by the Developer on the Development during the period in question, based on a review of Developer’s financial reports by an independent

accounting firm. By way of example only, if on the first day of construction the Developer's costs are \$10,000,000 (all attributable to land acquisition costs), and one year later the Developer's costs are \$20,000,000 (half attributable to land acquisition costs, half attributable to construction costs), then the Developer's Equity for that year of construction would be the average of those two amounts of \$15,000,000. The Developer's Equity for the construction period shall be appropriately prorated for any partial year during such period.

Developer Parties shall have the meaning given such term in Section 7(b) hereof.

Development shall have the meaning given such term in the Recitals hereof.

Development Revenues shall have the meaning given such term in Section 7(b) hereof.

Distribution Payments shall have the meaning given such term in Section 7(b) hereof.

Event of Default shall mean a default in the observance of any covenant under this Agreement existing after the expiration of any applicable notice and cure periods.

Excess Revenues Account shall mean the account established under Section 7(e) hereof.

Family shall have the same meaning as set forth in 24 C.F.R. §5.403 (or any successor regulations).

Guidelines shall have the meaning given such term in the Recitals hereof.

Housing Subsidy Program shall mean any other state or federal housing subsidy program providing rental or other subsidy to the Development.

HUD shall mean the United States Department of Housing and Urban Development.

Lender shall mean the Construction Lender and/or the Permanent Lender.

Low or Moderate Income Persons or Families shall mean persons or Families whose Annual Incomes do not exceed eighty percent (80%) of the Median Income for the Area, and shall also mean persons or Families meeting such lower income requirements as may be required under the Comprehensive Permit.

Low or Moderate Income Tenants shall mean Low or Moderate Income Persons or Families who occupy the Affordable Units.

Maximum Annual Distributable Amounts shall have the meaning given such term in Section 7(c) hereof.

Mortgage shall mean the Construction Mortgage and/or the Permanent Mortgage, if any.

Permanent Lender shall mean the lender(s) making the Permanent Loan to the Developer, and its successors and assigns, if any.

Permanent Loan shall mean the Permanent Loan which may be made or committed to be made by the Permanent Lender to the Developer after completion of construction of the Development, which will replace the Construction Loan, or any subsequent refinancing thereof, if any.

Permanent Mortgage shall mean the mortgage from the Developer to the Permanent Lender securing the Permanent Loan, if any.

Regulations shall have the meaning given such term in the Recitals hereof.

Related Person: shall mean a person whose relationship to such other person is such that (i) the relationship between such persons would result in a disallowance of losses under Section 267 or 707(b) of the Code, or (ii) such persons are members of the same controlled group of corporations (as defined in Section 1563(a) of the Code, except that “more than 50 percent” shall be substituted for “at least 80 percent” each place it appears therein).

Substantial Completion shall have the meaning given such term in Section 21 hereof.

Surety shall have the meaning given such term in Section 22 hereof.

Tenant Selection Plan shall mean the Tenant Selection Plan, prepared by the Developer in accordance with the Guidelines and approved by DHCD, with such changes thereto provided that any substantive changes have been approved by the DHCD.

Term shall have the meaning set forth in Section 24 hereof.

CONSTRUCTION OBLIGATIONS

2. (a) The Developer agrees to construct the Development in accordance with plans and specifications approved by the Municipality (the “Plans and Specifications”) and in accordance with all on-site and off-site construction, design and land use conditions of the Comprehensive Permit. All Affordable Units to be constructed as part of the Development must be similar in exterior appearance to other units in the Development and shall be evenly dispersed throughout the Development. In addition, all Affordable Units must contain complete living facilities including but not limited to a stove, kitchen cabinets, plumbing fixtures, and sanitary facilities, all as more fully shown in the Plans and Specifications. Materials used for the interiors of the Affordable Units must be of good quality. The Development must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. Except to the extent that the Development is exempted from such compliance by the Comprehensive Permit, the Development must also comply with all applicable local codes, ordinances and by-laws.

(b) The Developer shall provide to the Municipality evidence that the final plans and specifications for the Development comply with the requirements of the Comprehensive Permit and that the Development was built substantially in accordance with such plans and specifications.

(c) Unless the same shall be modified by a change to the Comprehensive Permit approved by the Board of Appeals for the Municipality, the bedroom mix for the Development shall be as follows:

- 31 of the Affordable Units shall be one bedroom units;
- 25 of the Affordable Units shall be two bedroom units; and
- 7 of the Affordable Units shall be three bedroom units.

All Affordable Units to be occupied by families must contain two or more bedrooms. Affordable Units must have the following minimum areas:

- one bedroom units – 700 square feet
- two bedroom units – 900 square feet
- three bedroom units – 1,200 square feet

USE RESTRICTION/RENTALS AND RENTS

3. (a) The Developer shall rent the Affordable Units during the Term hereof to Low or Moderate Income Persons or Families upon the terms and conditions set forth in the Comprehensive Permit and this Agreement. In fulfilling the foregoing requirement, Developer will accept referrals of tenants from the Public Housing Authority in the Municipality, and will not unreasonably refuse occupancy to any prospective tenants so referred who otherwise meet the requirements of the Tenant Selection Plan. The foregoing provisions shall not relieve Developer of any obligations it may have under the provisions of other documents and instruments it has entered with respect to any applicable Housing Subsidy Program; provided, however, DHCD shall have no obligation hereunder, expressed or implied, to monitor or enforce the applicable requirements of any such Housing Subsidy Programs.

(b) The annual rental expense for each Affordable Unit (equal to the gross rent plus allowances for all tenant-paid utilities, including tenant-paid heat, hot water and electricity) shall not exceed thirty percent (30%) of eighty percent (80%) of AMI, adjusted for household size, assuming that household size shall be equal to the number of bedrooms in the Affordable Unit plus one. If rentals of the Affordable Units are subsidized under any Housing Subsidy Program, then the rent applicable to the Affordable Units may be limited to that permitted by such Housing Subsidy Program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

(c) If, after initial occupancy, the income of a tenant of an Affordable Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the Developer shall not be in default hereunder so long as either (i) the tenant income does not exceed one hundred forty percent (140%) of the maximum income permitted (in which case the unit in question shall continue to be counted as an Affordable Unit) or (ii) the Developer rents the next available unit at the Development as an Affordable Unit in conformance with Section 3(a) of this Agreement, or otherwise demonstrates compliance with Section 3(a) of this Agreement.

(d) If, after initial occupancy, the income of a tenant in an Affordable Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant.

(e) Rentals for the Affordable Units shall be initially established as shown on the Rental Schedule attached as Appendix A hereto, subject to change from time to time (if necessary to reflect any changes in AMI) in accordance with the terms and provisions of this Agreement and any applicable Housing Subsidy Program. Thereafter, the Developer shall annually submit to the Municipality and DHCD a proposed schedule of monthly rents and utility allowances for all Affordable Units in the Development. It is understood that such review rights shall be with respect to the maximum rents for all the Affordable Units, and not with respect to the rents that may be paid by individual tenants in any given unit. Rents for the Affordable Units shall not be increased above such maximum monthly rents without DHCD's prior approval of either (i)

a specific request by the Developer for a rent increase; or (ii) the next annual schedule of rents and allowances as set forth in the preceding sentence. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by the Developer to all affected tenants. If an annual request for a new schedule of rents for the Affordable Units as set forth above is based on a change in the AMI figures published by HUD, and the Municipality and DHCD fail to respond to such a submission within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Municipality and DHCD shall be deemed to have approved the submission. If an annual request for a new schedule of rents for the Affordable Units is made for any other reason, and the Municipality and DHCD fail to respond within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Developer may send DHCD and the Municipality a notice of reminder, and if the Municipality and DHCD fail to respond within thirty (30) days from receipt of such notice of reminder, the Municipality and DHCD shall be deemed to have approved the submission.

(f) Developer shall obtain income certifications satisfactory in form and manner to DHCD at least annually for all Low or Moderate-Income Tenants. Said income certifications shall be kept by the management agent for the Development and made available to DHCD and the Municipality upon request.

(g) Throughout the term of this Agreement, the Municipality shall annually certify in writing to DHCD that each of the Affordable Units continues to be an Affordable Unit as provided in Section 2(c), above; and that the Development and the Affordable Units have been maintained in a manner consistent with the Comprehensive Permit and this Agreement.

(h) Prior to marketing or otherwise making available for rental any of the units in the Development, the Developer shall submit an Affirmative Fair Housing Marketing Plan (also known as an "AFHM Plan") for DHCD's approval. At a minimum, the AFHM Plan shall meet the requirements of the Guidelines, as the same may be amended from time to time to comply with the requirements of fair housing laws. The AFHM Plan, upon approval by DHCD, shall become a part of this Agreement and shall have the same force and effect as if set out in full in this Agreement. At the option of the Municipality, and provided that the AFHM Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the AFHM Plan may also include a preference for local residents for up to seventy percent (70%) of the Affordable Units, subject to all provisions of the Regulations and Guidelines. When submitted to DHCD for approval, the AFHM Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the AFHM Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the AFHM Plan which are set forth as responsibilities of the Municipality in the AFHM Plan. If the Chief Executive Office of the Municipality fails to approve the tenant selection and local preference (if any) aspects of the AFHM Plan for the Affordable Units above within thirty (30) days of the Municipality's receipt thereof, the Municipality shall be deemed to have approved those aspects of the AFHM Plan. In addition, if the Development is located in the Boston, Cambridge, Quincy MA-NH

MSA/HMFA/County, Developer must list all Affordable Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center). The Developer agrees to maintain for at least five years following the initial lease-up of the Development a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts as described in the AFHM Plan as approved by DHCD which may be inspected at any time by DHCD.

(i) The AFHM Plan shall designate entities to implement the plan who are qualified to perform their duties. DHCD may require that another entity be found if DHCD finds that the entity designated by the Developer is not qualified. Moreover, DHCD may require the removal of an entity responsible for a duty under the AFHM Plan if that entity does not meet its obligations under the AFHM Plan.

(j) The restrictions contained herein are intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law but rather shall run for the Term hereof. In addition, this Agreement is intended to be superior to the lien of any mortgage on the Development and survive any foreclosure or exercise of any remedies thereunder and the Developer agrees to obtain any prior lienholder consent with respect thereto as DHCD shall require.

TENANT SELECTION AND OCCUPANCY

4. Developer shall use its good faith efforts during the Term of this Agreement to maintain all the Affordable Units within the Development at full occupancy as set forth in Section 2 hereof. In marketing and renting the Affordable Units, the Developer shall comply with the Tenant Selection Plan and Affirmative Fair Housing Marketing Plan which are incorporated herein by reference with the same force and effect as if set out in this Agreement.

5. Occupancy agreements for Affordable Units shall meet the requirements of the Comprehensive Permit Rules, this Agreement, and the Local Initiative Program. The Developer shall enter into a lease with each tenant for a minimum term of one year. The lease shall contain clauses, among others, wherein each resident of such Affordable Unit:

(a) certifies the accuracy of the statements made in the application and income survey;

(b) agrees that the family income, family composition and other eligibility requirements, shall be deemed substantial and material obligations of his or her occupancy; that he or she will comply promptly with all requests for information with respect thereto from Developer, the Municipality, or DHCD; and that his or her failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his or her occupancy; and

(c) agrees that at such time as Developer, the Municipality, or DHCD may direct, but at least annually, he or she will furnish to Developer certification of then current family income, with such documentation as the Municipality or DHCD shall reasonably require; and agrees to such charges as the Municipality or DHCD has previously approved for any facilities and/or services which may be furnished by Developer or others to such resident upon his or her request, in addition to the facilities included in the rentals, as amended from time to time pursuant to Section 3 above.

6. Omitted

LIMITED DIVIDENDS

7. (a) The Developer covenants and agrees that Distribution Payments made in any fiscal year of the Development shall not exceed the Maximum Annual Distributable Amounts for such fiscal year. No Distribution Payments may be made during any period in which an Event of Default has occurred and is continuing, which shall include but not be limited to failure to maintain the Development in good physical condition in accordance with Section 8 hereof.

(b) For the purposes hereof, the term "Distribution Payments" shall mean all amounts paid from revenues, income and other receipts of the Development, not including any amounts payable in respect of capital contributions paid by any members or partners of the Developer or any loan proceeds payable to the Developer (herein called "Development Revenues") which are paid to any partner, manager, member or any other Related Person of the Developer (collectively, the "Developer Parties") as profit, income, or fees or other expenses which are unrelated to the operation of the Development or which are in excess of fees and expenses which would be incurred from persons providing similar services who are not Developer Parties and provide such services on an arms-length basis.

(c) For the purposes hereof, the "Maximum Annual Distributable Amounts" for any particular fiscal year shall be defined and determined as follows: the sum of

(i) an amount equal to ten percent (10%) of the "Developer's Equity" for such fiscal year, subject to adjustment as provided in (d) below (the "Current Distribution Amounts"); plus

(ii) the amount of all Accumulated and Unpaid Distributions calculated as of the first day of such fiscal year.

In no event shall the total Maximum Annual Distributable Amounts actually distributed for any given year exceed total funds available for distribution after all current and owed-to-date expenses have been paid and reserves, then due and owing, have been funded.

"Accumulated and Unpaid Distribution Amounts" shall be the aggregate of the Current Distribution Amounts calculated for all prior fiscal years less the Distribution Payments

(“Accumulated Distribution Amounts”) calculated for each such fiscal year together with simple interest (“Accrued Interest”) resulting from such calculation in all prior years computed at five percent (5%) per annum. For the purposes of this calculation, it is assumed any amounts available for distribution in any year shall be fully disbursed.

(d) When using the Value-Based Approach, the Developer’s Equity may be adjusted not more than once in any five year period with the first five - year period commencing with the first fiscal year of the Development. Any adjustments shall be made only upon the written request of the Developer and, unless the Developer is otherwise directed by DHCD, shall be based upon an appraisal commissioned by (and naming as a client) DHCD and prepared by an independent and qualified appraiser prequalified by, and randomly assigned to the Development by, DHCD. The appraiser shall submit a Self-Contained Appraisal Report to DHCD in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). The costs of such appraisal shall be borne by the Developer. Such appraisal shall be based on the so-called ‘investment value’ methodology, using assumptions subject to the reasonable approval of DHCD.

Upon completion of an appraisal as provided above, the Developer’s Equity shall be adjusted to equal the appraised value of the Development as determined by the appraisal less the unpaid principal amount of the sum of secured debt on the Development plus public equity, whether structured as a grant or loan determined as of the date of the appraisal. Such new Developer’s Equity shall be the Developer’s Equity commencing with the first day of the month following the date of such appraisal and stay in effect until a subsequent adjustment.

(e) If at the end of any fiscal year, any Development Revenues for such fiscal year shall remain and are in excess of the Maximum Annual Distributable Amounts for such fiscal year, such amount (the “Annual Excess Revenues”) , other than those which may be required by any Lender to remain at the Development as a reserve to pay the expenses of the Development, shall be deposited in an escrow account with the Lender (or if the Loan is paid off, in an escrow account to be established to the satisfaction of DHCD) designated as the “Excess Revenues Account.” No distributions may be made to the Developer from the Excess Revenues Account except those permitted pursuant to this Section (e) with the prior written consent of DHCD.

Upon Developer’s request, amounts may also be withdrawn from the Excess Revenues Account during the Term hereof and applied for the following purposes: (i) payment of or adequate reserve for all sums due or currently required to be paid under the terms of the Mortgage; (ii) payment of or adequate reserve for all reasonable and necessary operating expenses of the Development as reasonably determined by the Developer; (iii) deposit of all amounts as may be deposited in a reserve fund for capital replacements reasonably determined by the Developer to be sufficient to meet anticipated capital needs of the Development (the “Replacement Reserve”) which may be held by a lending institution reasonably acceptable to DHCD and which reserves may be used for capital expenditures for the Development reasonably determined to be necessary by the Developer; (iv) payments of operating expense loans made by the partners, managers or members of Developer for Development expenses, provided that Developer shall have obtained prior written approval for such loans from the applicable Lender (or, if there is no mortgage, or after discharge of the Mortgage, from the DHCD) and shall have supplied the applicable Lender

(or DHCD) with such evidence as the applicable Lender (or DHCD, as applicable) may reasonably request as to the application of the proceeds of such operating expense loans to Development; or (v) for any other purposes, subject to a determination by the Lender (or, if there is no Mortgage, or the Mortgage is discharged during the Term of this Agreement, the reasonable determination by DHCD) that the expenditure is necessary to address the Development's physical or financial needs and that no other Development reserve funds are available to address such needs. Notwithstanding the foregoing, payment of the items set forth in clauses (i), (ii), (iii) and (v) above by the Developer shall be subject to the prior written approval of DHCD, which approval shall not be unreasonably withheld or delayed; it being agreed by DHCD that if the Developer can demonstrate that its proposed operating expenditures, capital expenditures and reserves are substantially consistent with those made for comparable developments in the Commonwealth of Massachusetts, DHCD shall approve such request. Further, in no event shall such review or approval be required by DHCD to the extent any such capital expenditures or reserves are mandated by Lender.

Further, DHCD agrees that it shall not unreasonably withhold or delay its consent to release of any amounts held in the Excess Revenues Account, upon the written request of the Developer that:

- (i) provide a direct and material benefit to Low or Moderate Tenants; or
- (ii) reduce rentals to Low or Moderate Tenants.

In the event that DHCD's approval is requested pursuant to this Section 7(e) for expenditures out of the Excess Revenues Account, and DHCD fails to respond within thirty (30) days of DHCD receipt thereof, then DHCD shall be deemed to have approved the request, and DHCD shall have no further rights to object to, or place conditions upon, the same.

In any event, cash available for distribution in any year in excess of 20% of Developer's Equity, subject to payment of Accumulated and Unpaid Distributions, shall be distributed to the Municipality within fifteen (15) business days of notice and demand given by DHCD as provided herein, or as otherwise directed by DHCD. Upon the expiration of the "Limited Dividend Term" as that term is defined in Section 24(b) hereof, any balance remaining in the Excess Revenues Account shall be contributed by the Developer to the Replacement Reserve held for the Development if reasonably deemed necessary by DHCD, and otherwise shall be paid to the Developer.

(f) The Developer shall provide DHCD for each fiscal year with a copy of its audited financial statements, and provide the DHCD with a certificate from the independent certified public accountant (the "CPA") who prepared such reports which certifies as to their determination (the "Accountant's Annual Determination") of the following for such fiscal year, based on the terms and conditions hereof:

- (i) Accumulated Distribution Amounts;

- (ii) Current Distribution Amounts;
- (iii) Maximum Annual Distributable Amounts;
- (iv) Annual Excess Revenues;
- (v) Accumulated and Unpaid Distribution Amounts (including a calculation of Accumulated Distribution Amounts and Accrued Interest); and
- (vi) Development Revenues.

Such Accountant's Annual Determination shall be accompanied by a form completed by the CPA and by a Certificate of Developer in forms as reasonably required by DHCD certifying under penalties of perjury as to the matters such as, without limitation, the fact that (i) the Developer has made available all necessary financial records and related data to the CPA who made such Accountant's Annual Determination, (ii) there are no material transactions related to the Development that have not been properly recorded in the accounting records underlying the Accountant's Annual Determination, (iii) the Developer has no knowledge of any fraud or suspected fraud affecting the entity involving management, subcontractors, employees who have significant roles in internal control, or others where the fraud could have a material effect on the Accountant's Annual Determination and has no knowledge of any allegations of fraud or suspected fraud affecting the Developer or the Development received in communications from employees, former employees, subcontractors, regulators, or others, and (iv) the Developer has reviewed the information presented in the Accountant's Annual Determination and believes that such determination is an appropriate representation of the Development.

(g) DHCD shall have sixty (60) days after the delivery of the Accountant's Annual Determination to accept it, to make its objections in writing to the Developer and the Developer's CPA, or to request from the Developer and/or CPA additional information regarding it. If DHCD does not object to it or request additional information with respect to it, it shall have been deemed accepted by the DHCD. If DHCD shall request additional information, then the Developer shall provide DHCD with such additional information as promptly as possible and DHCD shall have an additional thirty (30) days thereafter to review such information and either accept or raise objections to such Accountant's Annual Determination. If no such objections are made within such thirty day (30) period, the Accountant's Annual Determination shall be deemed accepted by DHCD. Prior to acceptance of the Accountant's Annual Determination, DHCD shall deliver a copy of the Accountant's Annual Determination to the Municipality with DHCD's determination of the Developer's compliance with the Comprehensive Permit Rules. The Municipality shall have the option of evaluating the report for accuracy (e.g., absence of material errors), applying the same standards as set forth herein, for a period of 30 days after receipt. Such thirty (30) day period may be extended upon the written request of the Municipality to DHCD, which request shall not be unreasonably withheld. DHCD will reasonably review any inaccuracies identified by the Municipality during this period and shall thereafter either accept or raise objections to the Accountant's Annual Determination as provided above.

To the extent that DHCD shall raise any objections to such Accountant's Annual Determination as provided above, then the Developer and DHCD shall consult in good faith and seek to resolve such objections within an additional thirty (30) day period. If any objections are not resolved during such period, then DHCD may enforce the provisions under this Section by the exercise of any remedies it may have under this Agreement.

(h) If upon the approval of an Accountant's Annual Determination as provided above, such Accountant's Annual Determination shall show that the Distribution Payments for such fiscal year shall be in excess of the Maximum Annual Distributable Amounts for such fiscal year, then upon thirty (30) days written notice from DHCD, the Developer shall cause such excess to be deposited in the Excess Revenue Account from sources other than Development Revenues to the extent not otherwise required by Lender to remain with the Development as provided in subsection (e) above.

If such Accountant's Annual Determination as approved shall show that there are Annual Excess Revenues for such fiscal year which have not been distributed, such amounts shall be applied as provided in subsection (e) above within thirty (30) days after the approval of the Accountant's Annual Determination as set forth in subsection (g) above.

(i) Notwithstanding anything to the contrary contained in this Agreement, a distribution resulting from the proceeds of a sale or refinancing of the Development shall not be regulated by this Agreement. A sale or refinancing shall not result in a new evaluation of Developer's Equity.

(j) Payment of fees and profits from capital sources for the initial development of the Development to the Developer and/or the Developer's related party consultants, partners and legal or beneficial owners of the Development shall (unless otherwise limited by DHCD) be limited to no more than that amount resulting from the calculation in Attachment B, Step 3 ("Calculation of Maximum Allowable 40B Developer Fee and Overhead") of the Cost Certification Guidance (the "Maximum Allowable Developer Fee"). The Maximum Allowable Developer Fee shall not include fees or profits paid to any other party, whether or not related to the Developer, to the extent the same are arm's length and commercially reasonable in light of the size and complexity of the Development. The Developer shall comply with the requirements of Section 21 below regarding Cost Certification. In accordance with the requirements of 760 CMR 56.04(8) (e), in the event that DHCD determines, following examination of the Cost Certification submitted by the Developer pursuant to Section 21 below, that amounts were paid or distributed by the Developer in excess of the above limitations (the "Excess Distributions"), the Developer shall pay over in full such Excess Distributions to the Municipality within fifteen (15) business days of notice and demand given by DHCD as provided herein.

(k) The Municipality agrees that upon the receipt by the Municipality of any cash available for distribution pursuant to subsection (e) above or upon the receipt of any Excess Distributions pursuant to subsection (j) above, the Municipality shall deposit any and all such monies into an affordable housing fund, if one exists in the Municipality, or into an affordable housing trust fund, if one exists in the Municipality, or otherwise into a fund established pursuant

to G.L. c. 44, §53A (collectively, an “Affordable Housing Fund”) to be used by the Municipality for the purpose of creating or subsidizing the construction, purchase, rehabilitation, or preservation of housing in the Municipality for persons and families of low and moderate income housing.

MANAGEMENT OF THE DEVELOPMENT

8. Developer shall maintain the Development in good physical condition in accordance with DHCD’s requirements and standards and the requirements and standards of the Lender ordinary wear and tear and casualty excepted. Developer shall provide for the management of the Development in a manner that is consistent with accepted practices and industry standards for the management of multi-family market rate rental housing. Notwithstanding the foregoing, DHCD shall have no obligation hereunder, expressed or implied, to monitor or enforce any such standards or requirements and, further, DHCD has not reviewed nor approved the Plans and Specifications for compliance with federal, state or local codes or other laws.

CHANGE IN COMPOSITION OF DEVELOPER ENTITY; RESTRICTIONS ON TRANSFERS

9. (a) Except for rental of Units to Low or Moderate Income Persons or Families as permitted by the terms of this Agreement, the Developer will not sell, transfer, lease or exchange (collectively, a “Sale”) the Development or any portion thereof or any interest therein without the prior written consent of DHCD, which consent shall be granted by DHCD provided that: (1) the Developer secures from the transferee a written agreement, which in the case of any transfer other than a transfer of Beneficial Interests, shall be recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the sale, stating that the transferee will assume in full the Developer’s obligations and duties under this Agreement, (2) the proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has no documented history of failures to abide by agreements with funding or regulatory agencies of the Commonwealth or the federal government and is not currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, and (3) ~~DHCD and/or the Municipality certify that~~ the Development is -in compliance with this Agreement at the time of the proposed Sale.

(b) The Developer shall provide DHCD and the Municipality with thirty (30) days’ prior written notice of the following:

(i) any change, substitution or withdrawal of any general partner, manager, or agent of Developer; or

(ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement); or

(iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of Developer's interest in the Development or any party of the Development.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any limited partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, DHCD's consent under this Section 9 shall not be required with respect to the grant by the Developer of any mortgage or other security interest in or with respect to the Development to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Development by deed in lieu of foreclosure), subject, however to the provisions of Section 25 hereof.

Developer hereby agrees that it shall provide copies of any and all written notices received by Developer from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

10. Omitted.

BOOKS AND RECORDS

11. All records, accounts, books, tenant lists, applications, waiting lists, documents, and contracts relating to the Developer's compliance with the requirements of this Agreement shall at all times be kept separate and identifiable from any other business of Developer which is unrelated to the Development, and shall be maintained, as required by applicable regulations and/or guidelines issued by DHCD from time to time, in a reasonable condition for proper audit and subject to examination during business hours by representatives of DHCD or the Municipality. Failure to keep such books and accounts and/or make them available to the DHCD or the Municipality will be an Event of Default hereunder if such failure is not cured to the satisfaction of the DHCD within thirty (30) days after the giving of notice to the Developer.

12. Within ninety (90) days following the end of each fiscal year of the Development, Developer shall furnish DHCD with a complete annual financial report for the Development based upon an examination of the books and records of Developer containing a detailed, itemized statement of all income and expenditures, prepared and certified by a certified public accountant in accordance with the reasonable requirements of DHCD which include: (i) financial statements submitted in a format acceptable to DHCD; (ii) the financial report on an accrual basis and in conformity with generally accepted accounting principles applied on a consistent basis; and (iii) amounts available for distribution under Section 7 above. A duly authorized agent of Developer

must approve such submission in writing. The provisions of this paragraph may be waived or modified by DHCD.

FINANCIAL STATEMENTS AND OCCUPANCY REPORTS

13. At the request of DHCD or the Municipality, Developer shall furnish financial statements and occupancy reports and shall give specific answers to questions upon which information is reasonably desired from time to time relative to the ownership and operation of the Development as it pertains to the Developer's compliance with the requirements of this Agreement.

NO CHANGE OF DEVELOPMENT'S USE

14. Except to the extent permitted in connection with a change to the Comprehensive Permit approved in accordance with the Regulations or as set forth in Section 28 below, Developer shall not, without prior written approval of DHCD and the Municipality and an amendment to the Agreement, change the type or number of Affordable Units. Developer shall not permit the use of the dwelling accommodations of the Development for any purpose except residences and any other use permitted by the Comprehensive Permit; provided however, that the foregoing shall not be deemed to prohibit the conversion of the use of the property on which the Development is built for other uses permitted by the applicable zoning then in effect. Notwithstanding any other provision of this Agreement, in no event shall the Developer change the use of the Development to a use other than a multi-family residential use or change the number or type of Affordable Units on or before the date that is thirty (30) years from the date of the execution of this Agreement (except as provided in Section 29 hereof).

NO DISCRIMINATION

15. (a) There shall be no discrimination upon the basis of race, color, creed, religious creed, national origin, sex, sexual orientation, age, ancestry, handicap, or marital status or any other basis prohibited by law in the lease, use, or occupancy of the Development (provided that if the Development qualifies as elderly housing under applicable state and federal law, occupancy may be restricted to the elderly in accordance with said laws) or in connection with the employment or application for employment of persons for the operation and management of the Development.

(b) There shall be full compliance with the provisions of all state or local laws prohibiting discrimination in housing on the basis of race, creed, color, religion, disability, sex, sexual orientation, national origin, age, familial status, or any other basis prohibited by law and providing for nondiscrimination and equal opportunity in housing, including without limitation in the implementation of any local preference established under the Comprehensive Permit. Failure

or refusal to comply with any such provisions shall be a proper basis for the Municipality or DHCD to take any corrective action it may deem necessary.

DEFAULTS; REMEDIES

16. (a) If any default, violation, or breach of any provision of this Agreement by the Developer is not cured to the satisfaction of the DHCD within thirty (30) days after the giving of notice to the Developer as provided herein, then at DHCD's option, and without further notice, the DHCD may either terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct noncompliance with this Agreement. If any default, violation, or breach of any provision of this Agreement by the Municipality is not cured to the satisfaction of DHCD within thirty (30) days after the giving of notice to the Municipality as provided herein, then DHCD may either terminate this Agreement or may apply to any state or federal court for specific performance of this Agreement, or may exercise any other remedy at law or in equity or take any other action as may be necessary to correct noncompliance with this Agreement. The thirty (30) day cure periods set forth in this paragraph shall be extended for such period of time as may be necessary to cure such a default so long as the Developer or the Municipality, as the case may be, is diligently prosecuting such a cure.

(b) If DHCD elects to terminate this Agreement as the result of an uncured breach, violation, or default hereof, then whether the Affordable Units continue to be included in the Subsidized Housing Inventory maintained by DHCD for purposes of the Act shall from the date of such termination be determined solely by DHCD according to the rules and regulations then in effect.

(c) In the event DHCD brings an action to enforce this Restriction and prevails in any such action, DHCD shall be entitled to recover from the Developer all of DHCD's reasonable costs of an action for such enforcement of this Restriction, including reasonable attorneys' fees.

(d) The Developer hereby grants to DHCD or its designee the right to enter upon the Development for the purpose of enforcing the terms of this Agreement or to prevent, remedy or abate any violation of this Agreement.

MONITORING AGENT; FEES; SUCCESSOR SUBSIDIZING AGENCY

17. DHCD intends to monitor the Developer's compliance with the requirements of this Agreement. The Developer hereby agrees to pay DHCD fees for its services hereunder, as set forth on Appendix B hereto, initially in the amounts and on the dates therein provided, and hereby grants to DHCD a security interest in Development Revenues as security for the payment of such fees subject to the lien of the Mortgage and this Agreement shall constitute a security interest with respect thereto.

18. DHCD shall have the right to engage a third party (the “Monitoring Agent”) to monitor compliance with all or a portion of the ongoing requirements of this Agreement. In carrying out its obligations as a Monitoring Agent, the third party shall apply and adhere to the standards and policies of DHCD related to the administrative responsibilities of Subsidizing Agencies. DHCD shall notify the Developer and the Municipality in the event DHCD engages a Monitoring Agent, and in such event (i) as partial compensation for providing these services, the Developer hereby agrees to pay to the Monitoring Agent an annual monitoring fee in an amount reasonably determined by DHCD, payable within thirty (30) days of the end of each fiscal year of the Developer during the Limited Dividend Term as defined in Section 24(b) below, but not in excess of the amounts as shown on Appendix B hereto and any fees payable under Section 17 hereof shall be net of such fees payable to a Monitoring Agent; and (ii) the Developer hereby agrees that the Monitoring Agent shall have the same rights, and be owed the same duties, as DHCD under this Agreement, and shall act on behalf of DHCD hereunder, to the extent that DHCD delegates its rights and duties by written agreement with the Monitoring Agent.

19. The Municipality shall have the right to engage a third party (the “Affordability Monitoring Agent”), pursuant to the terms of a separate monitoring agreement between the Municipality and the Developer in accordance with the terms of the Comprehensive Permit, to monitor compliance with all or a portion of the ongoing affordability requirements of this Agreement which Municipality is responsible for overseeing hereunder, but for no other purpose. In carrying out its obligations as an Affordability Monitoring Agent, the third party shall apply and adhere to the standards and policies of DHCD related to the administrative responsibilities of Subsidizing Agencies. The Municipality shall notify the Developer and DHCD in the event the Municipality engages an Affordability Monitoring Agent, and in such event the Developer hereby agrees that the Affordability Monitoring Agent shall have the same rights, and be owed the same duties, as the Municipality under this Agreement, and shall act on behalf of the Municipality hereunder, to the extent that the Municipality delegates its rights and duties by written agreement with the Affordability Monitoring Agent.

CONSTRUCTION AND FINAL COST CERTIFICATION

20. The Developer shall provide to the Municipality evidence that the final plans and specifications for the Development comply with the requirements of the Comprehensive Permit and that the Development was built substantially in accordance with such plans and specifications.

21. Upon Substantial Completion, the Developer shall provide the Municipality with a certificate of the architect for the Development in the form of a “Certificate of Substantial Completion” (AIA Form G704) or such other form of completion certificate acceptable to the Municipality.

In addition, within ninety (90) days after Substantial Completion, the Developer shall provide DHCD with its Cost Certification for the Development.

As used herein, the term “Substantial Completion” shall mean the time when the construction of the Development is sufficiently complete so that all of the units may be occupied

and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Development.

For the purposes hereof the term “Cost Certification” shall mean the determination by the DHCD of the aggregate amount of all Development Costs as a result of its review and approval of: (i) an itemized statement of Total Development Costs together with a statement of gross income from the Development received by the Developer to date in the format provided in the Cost Certification Guidance (the “Cost Examination”). The Cost Certification must be examined in accordance with the attestation standards of the American Institute of Certified Public Accountants (AICPA) by an independent certified public accountant (CPA) and (ii) an owner’s and/or general contractor’s certificate, as provided in the Cost Certification Guidance, executed by the Developer and/or general contractor under penalties of perjury, which identifies the amount of the Construction Contract, the amount of any approved Change Orders, including a listing of such Change Orders, and any amounts due to subcontractors and/or suppliers. “Allowable Development Costs” shall mean any hard costs or soft costs paid or incurred with respect to Development as determined by and in accordance with the Guidelines.

Prior to acceptance of the Cost Certification, DHCD shall deliver a copy of the Cost Certification to the Municipality with DHCD’s determination of the Developer’s compliance with the Comprehensive Permit Rules. The Municipality shall have the option of evaluating the report for accuracy (e.g., absence of material errors), applying the same standards as set forth herein, for a period of 30 days after receipt. Such thirty (30) day period may be extended upon the written request of the Municipality to DHCD, which request shall not be unreasonably withheld. DHCD will reasonably review any inaccuracies identified by the Municipality during this period and shall thereafter either accept or raise objections to the Cost Certification as provided in Section (g) above.

22. In order to ensure that the Developer shall complete the Cost Certification as required by Section 21 hereof, the Developer has provided DHCD herewith adequate financial surety (the “Surety”) provided through a letter of credit, bond or cash payment in the amounts and in accordance with the Comprehensive Permit Rules and in a form approved by DHCD. If DHCD shall determine that the Developer has failed in its obligation to provide Cost Certification as described above, DHCD may draw on such Surety in order to pay the costs of completing Cost Certification.

23. Omitted.

TERM

24. (a) This Agreement shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns, in perpetuity, except as provided in Section 24(b) below, (the “Term”). Upon expiration of the Term, this Agreement and the rights and obligations of the parties hereunder shall automatically terminate without the need of any party executing any additional document. For the purposes hereof, the term “perpetuity” shall mean for so long as the Development does not comply with applicable zoning or other local requirements without the benefit of the Comprehensive Permit.

(b) Notwithstanding subsection (a) above, the provisions of Section 7 (a) – (i) herein (“Limited Dividends”) shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and DHCD and its successors and assigns, and the Municipality and its successors and assigns until the date which is fifteen (15) years from the date of this Agreement (the “Limited Dividend Term”).

LENDER FORECLOSURE

25. The rights and restrictions contained in this Agreement shall not lapse if the Development is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Development.

INDEMNIFICATION/LIMITATION ON LIABILITY

26. The Developer, for itself and its successors and assigns, agrees to indemnify and hold harmless DHCD and the Municipality against all damages, costs and liabilities, including reasonable attorney’s fees, asserted against DHCD or the Municipality by reason of its relationship to the Development under this Agreement to the extent the same is attributable to the acts or omissions of the Developer and does not involve the negligent acts or omissions of DHCD or the Municipality.

27. DHCD and the Municipality shall not be held liable for any action taken or omitted under this Agreement so long as they shall have acted in good faith and without gross negligence.

28. Notwithstanding anything in this Agreement to the contrary, upon the occurrence of any breach or default by the Developer hereunder, DHCD will look solely to the Developer’s interest in the Development for the satisfaction of any judgment against the Developer or for the performance of any obligation of the Developer hereunder. Further, no officer, partner, manager, member, agent or employee of the Developer shall have any personal liability hereunder.

CASUALTY

29. Subject to the rights of the Lender, Developer agrees that if the Development, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer shall have the right, but not the obligation, to repair and restore the Development to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Development in accordance with the terms of this Agreement. Notwithstanding the foregoing, in the event of a casualty in which some but not all of the buildings in the Development are destroyed, if such destroyed buildings are not restored by Developer, Developer shall be required to maintain the same percentage of Affordable Units of the total number of units in the Development.

DEVELOPER'S REPRESENTATIONS AND WARRANTIES

30. The Developer hereby represents and warrants as follows:

(a) The Developer (i) is a Maryland corporation, qualified to transact business under the laws of the Commonwealth of Massachusetts, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Development is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Development free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, and any other documents executed in connection with the Construction Loan, or other encumbrances permitted by DHCD).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

MISCELLANEOUS CONTRACT PROVISIONS

31. This Agreement may not be modified or amended except with the written consent of DHCD or its successors and assigns, the Municipality or its successor and assigns, and Developer or its successors and assigns.

32. Developer warrants that it has not, and will not, execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith. Without limiting the foregoing, any local preference criteria to be used in the selection of tenants for the Affordable Units shall conform to the requirements of the Guidelines.

33. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

34. Any titles or captions contained in this Agreement are for reference only and shall not be deemed a part of this Agreement or play any role in the construction or interpretation hereof.

35. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

36. The terms and conditions of this Agreement have been freely accepted by the parties. The provisions and restrictions contained herein exist to further the mutual purposes and goals of DHCD, the Municipality and the Developer set forth herein to create and preserve access to land and to decent and affordable rental housing opportunities for eligible families who are often denied such opportunities for lack of financial resources.

NOTICES

37. Any notice or other communication in connection with this Agreement shall be in writing and (i) deposited in the United States mail, postage prepaid, by registered or certified mail, or (ii) hand delivered by any commercially recognized courier service or overnight delivery service, such as Federal Express, or (iii) sent by facsimile transmission if a fax number is designated below, addressed as follows:

If to the Developer:

c/o AvalonBay Communities, Inc.
51 Sleeper Street, Suite 750
Boston, MA 02210
Attention: Vice President – Development
Fax: 617-426-1610

with copies by regular mail or such hand delivery [or facsimile transmission] to:

Sudbury Avalon, Inc.
c/o AvalonBay Communities, Inc.
Ballston Tower
671 N. Glebe Road Suite 800
Arlington, VA 22203
Attention: Senior Vice President and General Counsel
Fax: 703-329-9130

And to:

Goulston & Storrs PC
400 Atlantic Avenue
Boston, MA 02110
Attention: Steven Schwartz, Esq.
Fax: 617-574-7636

If to DHCD:

Department of Housing and Community Development
100 Cambridge St., Suite 300
Boston, MA 02114
Attention: Director of Local Initiative Program
Fax: _____

If to the Municipality:

Town Manager
Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776
Fax: _____

Any such addressee may change its address for such notices to any other address in the United States as such addressee shall have specified by written notice given as set forth above.

A notice shall be deemed to have been given, delivered and received upon the earliest of: (i) if sent by certified or registered mail, on the date of actual receipt (or tender of delivery and refusal thereof) as evidenced by the return receipt; or (ii) if hand delivered by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a business day at the specified address; or (iii) if facsimile transmission is a permitted means of giving notice, upon receipt as evidenced by confirmation. Notice shall not be deemed to be defective with respect to the recipient thereof for failure of receipt by any other party.

RECORDING

38. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded or filed with the Registry, and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

GOVERNING LAW

39. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

DELEGATION BY DHCD

40. DHCD may delegate its compliance and enforcement obligations under this Agreement to a third party, if the third party meets standards established by DHCD, by providing written notice of such delegation to the Developer and the Municipality. In carrying out the compliance and enforcement obligations of DHCD under this Agreement, such third party shall apply and adhere to the pertinent standards of DHCD.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their respective, duly authorized representatives, as of the day and year first written above.

DEVELOPER:

SUDBURY AVALON, INC.

By: _____
Name: _____
Its: _____
Hereunto duly authorized

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT, AS
SUBSIDIZING AGENCY AS AFORESAID

By: _____
Name: _____
Its: _____
Hereunto duly authorized

MUNICIPALITY:

TOWN OF SUDBURY

By: _____
Name: _____
Its: _____
Hereunto duly authorized

Attachments:

- Exhibit A – Legal Description
- Appendix A – Rent Schedule
- Appendix B – Fees Payable to DHCD

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss.

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of Sudbury Avalon, Inc., a Maryland corporation, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY, ss.

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____,ss.

On this _____ day of _____, 2010, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as the _____ for the Town of Sudbury, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Sudbury.

Notary Public
Print Name:
My Commission Expires:

EXHIBIT A
LEGAL DESCRIPTION

APPENDIX A
RENT SCHEDULE (INITIAL)

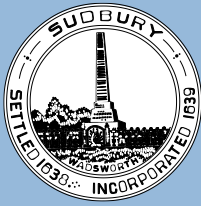
Re: [Avalon Sudbury]
Sudbury, MA
Sudbury Avalon, Inc.

Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units

	<u>Rents</u>	<u>Utility Allowances</u>
Studio Units	\$ _____	\$ _____
One-bedroom Units	\$ _____	\$ _____
Two-bedroom Units	\$ _____	\$ _____
Three-bedroom Units	\$ _____	\$ _____
Four-bedroom Units	\$ _____	\$ _____

APPENDIX B

FEES PAYABLE TO DHCD



SUDBURY BOARD OF SELECTMEN

Tuesday, December 20, 2016

TIMED ITEM

2: Old Police Station Bid acceptance

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Consideration and possible vote on acceptance of the proposal received for purchase of the parcel of Town land and building thereon (former Police Station) located at 415 Boston Post Road, from John Parsons, Jr., Parsons Commercial Group, Inc. with the address of 1881 Worcester Road, Framingham, MA 01701 for the sum of \$450,000 as set forth in the proposal dated November 11, 2016, subject to the negotiation of a Purchase and Sale Agreement; and to authorize the Chair to execute all documents related thereto, pursuant to Art. 2 of the 2/9/16 STM. Jim Kelly, Facilities Director, to attend.

Recommendations/Suggested Motion/Vote: Consideration and possible vote on acceptance of the proposal received for purchase of the parcel of Town land and building thereon (former Police Station) located at 415 Boston Post Road, from John Parsons, Jr., Parsons Commercial Group, Inc. with the address of 1881 Worcester Road, Framingham, MA 01701 for the sum of \$450,000 as set forth in the proposal dated November 11, 2016, subject to the negotiation of a Purchase and Sale Agreement; and to authorize the Chair to execute all documents related thereto, pursuant to Art. 2 of the 2/9/16 STM. Jim Kelly, Facilities Director, to attend.

Background Information:

The Town of Sudbury solicited requests for proposals on two separate occasions for the disposition of the land and building of the old police station located at 415 Boston Post Road. There were no responses to the first solicitation. The second time, the Town received three proposals that were all for retail use. (Copies of all three bids are attached.) The highest bid received was from Parsons Commercial Group, Inc. They proposed to build an approximately 5,000 square foot building to be used for retail or office space. Attached is an artist rendering of their proposal.

Financial impact expected: see attached

Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting: James Kelly, Combined Facilities Director

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

12/20/2016 7:30 PM

Memo

To: Melissa Rodrigues, Town Manager

From: Cynthia Gerry, Director of Assessing

Date: December 20, 2016

Re: 415 Boston Post Rd.

The opinion of value (appraisal) prepared for the Town by Daniel V. Calano, Certified Real Estate Appraiser on September 29, 2015 of \$750,000 is consistent with the fiscal year 2017 and 2016 assessment data for the municipal property located at 415 Boston Post Road known as the Old Police Station.

FY 2017:

Building: \$315,700

Land: \$447,400

Total: \$763,100

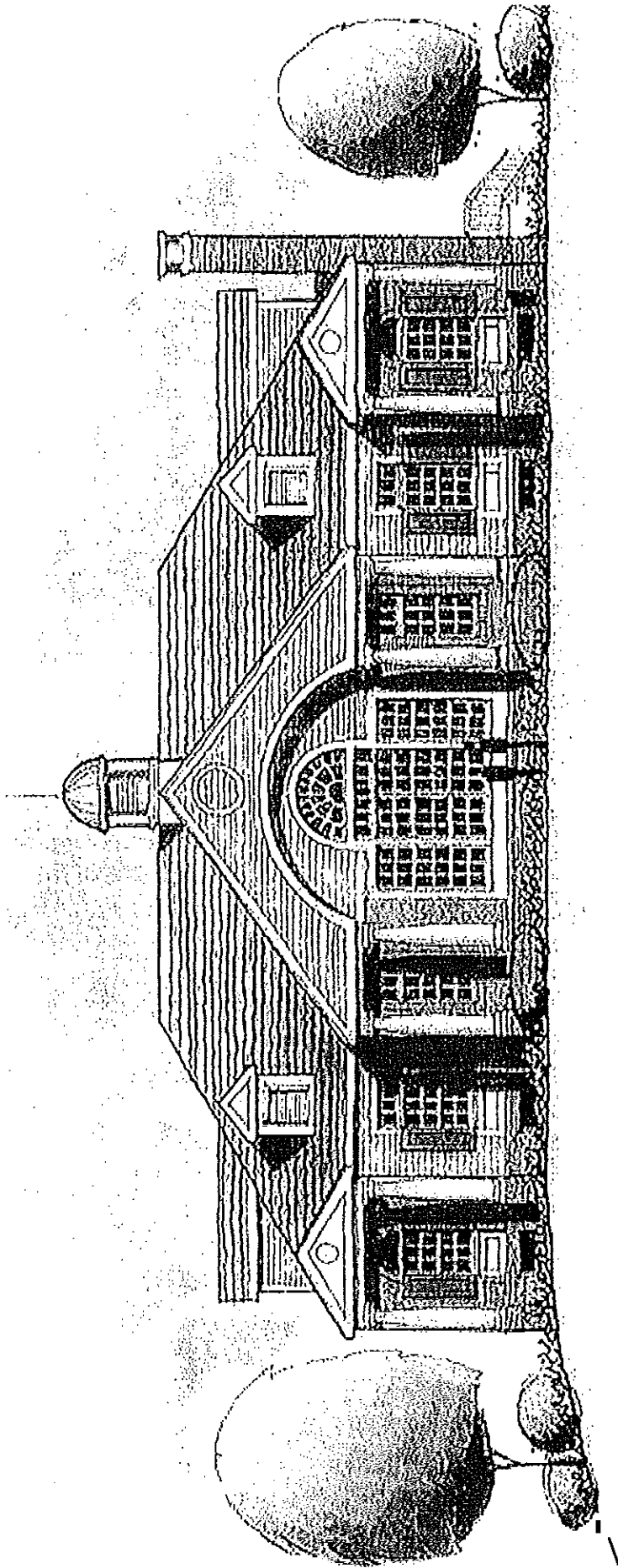
FY 2016:

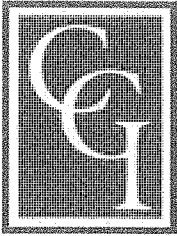
Building: \$304,600

Land: \$427,900

Total: \$732,500

The property appraisal and assessment data represent the municipal use of the property. That being said, it may be unrealistic at this time to expect an offer to purchase to include utilization of the current building. It may be reasonable to consider removing the value of the building from the equation.





CGI MANAGEMENT, INC.

651 Washington Street, Suite 200, Brookline, MA 02446
main: 617.734.1900 | fax: 617.232.2729
web: cgimanagementinc.com

November 4, 2016

Ms. Melissa Murphy-Rodrigues
Town Manager
Town of Sudbury
278 Old Sudbury Road
Sudbury, MA 01776

RE: 415 Boston Post Road, Sudbury - Police Station

Dear Ms. Murphy-Rodrigues:

Enclosed please find our proposal in response to the RFP for the Sudbury Police Station at the above address.

If you have any questions, please contact either our counsel, Josh Fox, at 617--969-7555 or me at 617-938-6485.

Sincerely,

CGI MANAGEMENT INC.

A handwritten signature in black ink, appearing to read 'Gerald D. Cohen', written over the printed name and title.

Gerald D. Cohen
Treasurer

cc Josh Fox, Esq
enc

EXHIBIT C

CERTIFICATE AS TO CORPORATE PROPOSER

Harold C. Garnick ¹

, certify

that I am the Secretary ² of the entity named

as Proposer in the within Proposal; that Richard B. Cohen ³

who signed said Proposal on behalf of the Proposer was then President ⁴

_____ of said entity; that I know his/her

signature and that his/her signature hereto is genuine and that said Proposal was duly

signed, sealed, and executed for and in behalf of said entity by authority of its

governing body.

(Corporate Seal)

_____, Secretary ⁵

Title Harold C. Garnick, Secretary ⁶

This Certificate must be completed where Proposer is a limited liability entity, and should be so completed by its Clerk or person authorized in the records of the entity to execute documents relating to real property. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.

SECRETARY'S CERTIFICATE

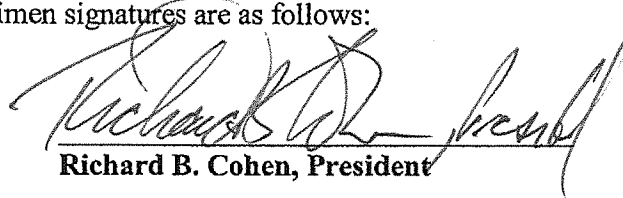
The undersigned, Secretary of CGI Management, Inc., a Massachusetts corporation (the "Corporation"), hereby certifies that by consent of all of the Directors and Stockholders of the Corporation, the following resolutions were unanimously adopted:

Resolved: That the Corporation be, and on behalf of the Corporation, the President is authorized and empowered:

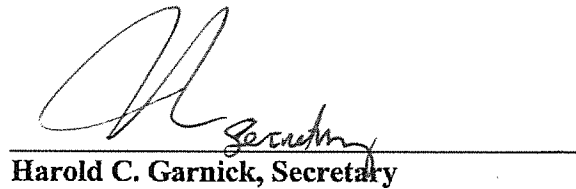
To cause the Corporation submit a proposal in response to the Town of Sudbury's Request for Proposals for the purchase of 415 Boston Post Road, Sudbury, Massachusetts for Three Hundred Thousand 00/100 (\$300,000.00) Dollars, and to execute and deliver all documents necessary to consummate said transaction on terms which the President deems necessary or advisable;

To cause the Corporation to make, execute, seal, acknowledge and deliver, all documents and agreements required in order to consummate the foregoing, in connection with, or to give effect to, the foregoing resolutions or any of the powers and authority herein granted and to amend the same from time to time, all such documents to be in such form and on such terms and conditions as said officer shall, by his execution and delivery thereof, deem satisfactory; hereby ratifying, approving and confirming all that said officer has done or may do respecting any of the foregoing; and that the Board of Directors may, from time to time, delegate the authority hereinbefore granted to such additional officers or agents of the Corporation as the Board of Directors may determine.

I further certify that the foregoing resolutions have not been altered, amended or rescinded but remain in full force and effect and that the persons currently authorized and empowered to act thereunder and their specimen signatures are as follows:


Richard B. Cohen, President

WITNESS my hand and the seal of the Corporation as of this 3rd day of November, 2016.


Harold C. Garnick, Secretary

PRICE PROPOSAL FORM

In accordance with the information, terms and conditions attached hereto, I (We) hereby offer to purchase from the Town of Sudbury the property identified as:

An approximate .63 acre parcel and building in the Town of Sudbury,
MA 415 Boston Post Road
Sudbury, MA 01776
Parcel ID: K08-0006

For the sum of:

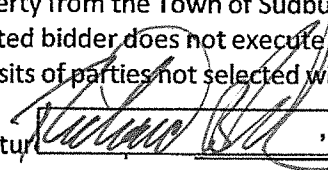
\$300,000.00 ¹

\$

Offer Written: Three Hundred Thousand and 00/100 Dollars ²

Dollars on the terms and conditions set forth in the RFP Narrative included herewith ³

This proposal shall remain firm for one hundred and twenty days following the date of the bid opening. Attached hereto is a certified check or money order drawn on a banking institution licensed in the Commonwealth of Massachusetts in an amount equal to five percent of the above offer which shall serve as surety for the faithful performance of this disposition of property from the Town of Sudbury. This sum shall be forfeited to the Town of Sudbury if selected bidder does not execute a purchase and sale agreement as required herein. Bid deposits of parties not selected will be returned.

Signature  , President of CGI Management, Inc. ⁴

Print Name Richard B. Cohen, President ⁵

Address 651 Washington Street, Suite 200 ⁶

City Brookline ⁷ State MA ⁹ Zip 02446 ⁸

Telephone # (617) 734-1900 ¹

E-mail address: rbc@cgi-prop.com ²

NOTE: If a partnership, corporation or limited liability company, list all partners, officers, members, etc. of the entity and include a sealed corporate vote to allow an individual to act on this matter.

Partnership / Corporation/ LLC Officers Names & Addresses

Richard B. Cohen	President	451 Marlboro Street, Boston, MA 02115
Gerald D. Cohen	Treasurer	180 Beacon Street, Boston, MA 02116
Harold C. Garnick	Secretary	46 Westerly Road, Weston, MA 02493

The Town of Sudbury reserves the right to reject any and all proposals or to cancel this disposition of real property if in its best interest to do so.

EXHIBIT A

CERTIFICATE OF NON-COLLUSION

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

CGI Management, Inc. 1

Signature of Individual, or Corporation Name

By:  , President 2

Corporate Officer & Title (if applicable)

EXHIBIT B

TAX COMPLIANCE CERTIFICATE

Pursuant to General Laws Chapter 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that CGI Management, Inc. is in compliance with the laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Signature

Richard B. Cohen

Print Name

President

Title

EXHIBIT D

Certificate of Authority

Give full names and residences of all persons and parties having a financial interest in the foregoing proposal:

(Notice: Give first and last name in full; in case of Corporation give names of President, Treasurer and Manager; and in case of limited liability entities or partnerships, give names of the individual members.)

NAMES	ADDRESSES	ZIP CODE
Richard B. Cohen* President	451 Marlboro Street, Boston, MA	02115
Gerald D. Cohen* Treasurer	180 Beacon Street, Boston, MA	02116
Harold C. Garnick* Secretary	46 Westerly Road, Weston, MA	02493
*shareholder		

Provide the following information regarding the Proposer:

(1) If a Proprietorship

Name of Owner: _____

ADDRESS _____ ZIP CODE _____ TEL. # _____

Business: _____

Home: _____

(2) If a Partnership

Full names and address of all partners:

NAMES _____ ADDRESSES _____ ZIP CODE _____

BUSINESS ADDRESS _____ ZIP CODE _____ TEL. # _____

(3) If a Corporation, Limited Liability Company, or other entity

Full Legal Name: CGI Management, Inc. [1]

State of Incorporation: Massachusetts [2]

Principal Place of Business: Brookline, MA [4] ZIP 02446 [3]

Qualified in Massachusetts: Yes [X] [5] No

Place of Business in Massachusetts: ZIP CODE 02446 [7] TEL. # 617-734-1900 [6]

(4) If a trust

Full Legal Name of Trust:

Date of Declaration of Trust and Recording Information:

Name of all Trustees:

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Authorized Signature of Proponent: _____

Title: [Signature], President [8]

Date: November 3, 2016 [9]

EXHIBIT E

DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, §38

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property: A parcel of land located at 415 Boston Post Road, Sudbury, MA containing approximately 0.63 acres of land together with the building and other improvements thereon

(2) Type of Transaction, Agreement, or Document: Sale of property by the Town of Sudbury

(3) Public Agency Participating in Transaction: Town of Sudbury

(4) Disclosing Party's Name and Type of Entity (if not an individual):

CGI Management, Inc., a Massachusetts Corporation ¹

(5) Role of Disclosing Party (Check appropriate role):

___ Seller/Grantor Buyer/Grantee

___ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation meeting all of the conditions specified in M.G.L. c. 7C, §38, are hereby disclosed as follows (attach additional pages if necessary):

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY**

M.G.L. c. 7C, §38

(6) CONT.

<u>NAME</u>	<u>RESIDENCE</u>	
Richard B. Cohen	451 Marlboro Street, Boston, MA	02115
Gerald D. Cohen	180 Beacon Street, Boston, MA	02116
Harold C. Garnick	46 Westerly Road, Weston, MA	02493

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a

leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms-length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

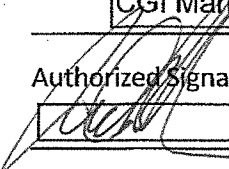
(9)) This Disclosure Statement is hereby signed under penalties of perjury.

Print Name of Disclosing Party (from Section 4, above)

CGI Management, Inc. ¹

Authorized Signature of Disclosing Party

Date (mm / dd / yyyy)

 , President

November 03, 2016 ²

Print Name & Title of Authorized Signer

Richard B. Cohen, ³
President

Highest & Best Use Narrative & Price Proposal

RFP - 415 Boston Post Road, Sudbury, MA

This narrative supplements the RFP submission package of CGI Management, Inc. ("CGI")

The Applicant

CGI is the present property manager of Sudbury Crossing, and had been so for over 30 years. CGI consists of real estate principals who handle real estate development, leasing, and management, and is headquartered in Brookline, Massachusetts. Under the direction Richard B. Cohen, Gerald D. Cohen, and Harold C. Garnick, the firm currently manages almost 650,000 square feet of commercial buildings, including shopping centers and office buildings in four different states: Massachusetts, New Jersey, Pennsylvania, and North Carolina. With extensive experience in the renovation and restoration of 50 commercial properties, the firm is ready to bring its applied expertise to 415 Boston Post Road.

From project initiation to tenant occupancy and beyond, CGI provides the experienced professionals required at every phase of the development process to insure that milestones are achieved and a quality project produced. CGI and its consultants work closely with the individual communities in which buildings are located to obtain the required local and state permits and, to achieve a finished product that all can be proud of.

Four examples of properties under CGI management are as follows:

1. 435-437 Boston Post Road, Sudbury (Sudbury Crossing);
2. 424 Boston Post Road, Sudbury (Plaza containing Especially for Pets);
3. 637-651 Washington Street, Brookline, MA, a 25,000 sq. ft. building with medical and office tenants; and
4. 52 Brattle Street, Cambridge, MA, a 17,984 sq. ft. building with tenants including Toscano Harvard Square, L.A. Burdick Chocolates and Harvard College.

Richard B. Cohen, President of CGI Management, Inc.

Richard B. Cohen co-founded CGI in 1978. Richard has extensive property management, leasing, and construction experience. Since forming CGI, he has supervised the renovation and expansion of many shopping centers along with lease negotiations and establishing on-going relationships with both national and local retail tenants. Richard is a Certified Property Manager, a distinction awarded by the National Association of Realtors and the Institute of Real Estate

Management. Richard is actively involved in many community organizations including serving on the board of directors of the Jewish Community Centers of Greater Boston. Richard has served as president of Camp Kingwood, a summer camp located in Bridgeton, Maine and of the Windsor Club, a neighborhood swim and tennis club located in Newton, MA, and has served as a member of the Board of Advisors of Cambridge College. Richard is a graduate of University of Denver.

Gerald D. Cohen, Treasurer of CGI Management, Inc.

Gerald D. Cohen ("Jerry") is a Founding Partner of SSG Development, LLC, Founder and Manager of SF Properties, LLC, SF Properties, Inc., ("SF Properties") and CGI Companies with expertise in financing, leasing, developing and managing real estate.

SSG has developed eleven (11) self-storage facilities, totaling approximately 1, 225,000 sq. ft. along the east coast. Currently, SSG is developing four self-storage facilities, totaling approximately 400,000 sq. ft. plus 88 residential units and 25,000 sq. ft. of retail space.

Jerry operates over 25 properties consisting of shopping centers, downtown store blocks and office buildings totaling over 625,000 sq. ft. SF properties, Inc. has extensive experience in the renovation and restoration of properties throughout Massachusetts, New Jersey, New York, North Carolina and Pennsylvania.

Mr. Cohen, appointed by the Governor of Massachusetts (11/07), served as Vice Chairman (2010-2016) and Director of MassDevelopment (2007-2016) and Chairman of MassDevelopment's Origination and Credit Committee. *MassDevelopment is the Commonwealth of Massachusetts' finance and development authority.*

Mr. Cohen currently serves as a Trustee of Hebrew Senior Life (HSL), member of HSL's Finance Committee, member of HSL's Real Estate Task Force, member of Kellogg's Real Estate Advisory Council, member of the Pete Henderson Society at Kellogg School of Management, member of Regional Campaign Committee for Kellogg, member of the Corporators at Cambridge Savings Bank, member of Tufts Medical Centers Real Estate Committee, and member of The AJC New England Board.

Mr. Cohen is a former member of Kellogg School of Management's Alumni Council, former member of Brown University's Corporation Committee for Facilities and Design (1996-2013), Brown's Strategic Long Range Committee (2005-2013), and Chairman (2009-2013) and member (2003-2013) of Brown's Real Estate Sub-Committee.

Mr. Cohen was a Founder and Organizer of Commonwealth National Bank (2001), a nationally chartered bank in Worcester, Massachusetts. The bank was acquired by United Bank in late 2009. He served as a member of the Board of Directors, the Executive Committee, and Chairman of the Nominating and Governance Committee.

Mr. Cohen is a graduate of Brown University (1975) and Northwestern University's Kellogg School of Management (1979).

Harold C. Garnick, Secretary of CGI Management, Inc.

Hal has a successful track record of acquiring, financing and operating over one million square feet of commercial real estate. Hal is also Co-Founder and Chairman of PlatformQ, a leading producer of online live, interactive events in medical education (PlatformQ Health) and college admissions (CollegeWeekLive). Hal is a member of the Executive Board of the Anti-Defamation League in New England and a National Commissioner. He serves on the Day School Education Commission for Combined Jewish Philanthropies and a member of the Milton Academy Parent Donors Committee. He is a former Trustee of the Rashi School and past Chair of Boston Children's Hospital Heart Council. Hal is a graduate of Boston University's School of Management.

The Proposal

CGI intends to demolish the former police station and construct a state of the art building to be used for retail and/or restaurant purposes, not to exceed 3,900 sq. ft. Inasmuch as CGI also manages Sudbury Crossing, it may be possible to share resources. This is the highest and best use of the property.

3,900 sq. ft. of retail/restaurant will have a nominal impact on traffic along this corridor of Boston Post Road. This proposal will not produce any offensive levels of noise or environmental impact. Hours of operation will depend upon the prospective tenants.

The site and the building will be improved in a manner which complements this corridor of Boston Post Road, and the applicant intends to work collaboratively with the Design Review Board (design review) and the Planning Board (site plan review).

This proposal will not likely burden town resources, and will be a new-growth taxable asset.

The restaurant/retail use will complement the existing uses along this mixed use corridor of Boston Post Road, and provide a significant expected benefit to the Town.

If this application is accepted, CGI will require the Purchase and Sale Agreement to contain a provision requiring the Town to obtain a use variance and record a certified copy of the decision indicating that the appeal period has expired, so that the residentially zoned portion of the premises can be used for restaurant and retail uses, within 120 days after execution of the Purchase and Sale Agreement. CGI will have a right to terminate the agreement and obtain a refund of the deposit and any other monies paid if the use variance is not granted and recorded within this 120 day period.

If this application is accepted, CGI will require the Purchase and Sale Agreement to contain a clause providing a 75 day due diligence period (following the variance decision recording) with access to the premises during this due diligence period. During this period, CGI shall be permitted to review the physical, environmental and geotechnical status of the property. If for any reason CGI does not find its proposed use feasible in its sole discretion, CGI will have a right to terminate the agreement and obtain a refund of the deposit and any other monies paid.

If this application is accepted, CGI will require the Purchase and Sale Agreement to contain a 180 day permitting period (following the due diligence period). If CGI has not received all local permits to develop the site as it proposes, with all appeals periods having expired without appeal being taken, CGI will have a right to terminate the agreement and obtain a refund of the deposit and any other monies paid.

CGI hereby reserves the right to nominate a newly created entity controlled by Richard Cohen, Gerald Cohen and Harold Garnick to purchase the property if this proposal is accepted.

Included herewith is a letter from Donald J. Troy, CPA who is familiar with CGI's finances indicating that Richard Cohen, Gerald Cohen and Harold Garnick are financially positioned to acquire and develop the property with cash. As such, there is no financing contingency as part of this application.


DICICCO, GULMAN & COMPANY LLP

CERTIFIED PUBLIC ACCOUNTANTS AND BUSINESS ADVISORS

Professional Excellence On A Personal Level™

November 1, 2016

Melissa Murphy-Rodrigues, Esq.
 Town Manager
 Town of Sudbury
 278 Old Sudbury Road
 Sudbury, MA 01776

Re: RFP – 415 Boston Post Road, Sudbury, Massachusetts (“Sudbury Police Station”)

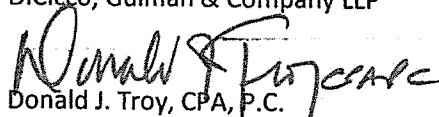
Dear Ms. Murphy-Rodrigues,

In connection with the RFP for the acquisition of the property at 415 Boston Post Road, Sudbury, Massachusetts (“Sudbury Police Station”) you have requested that the bidder provide you with evidence that they have the financial ability to fund the acquisition of the property and its subsequent development. As the Certified Public Accountant for CGI Management, Inc. (“CGI”) and its principals, Gerald D. Cohen, Harold C. Garnick, and Richard B. Cohen (“CGI Principals”) I am able to assert that:

1. CGI has access to the cash funds required to purchase the property at the amount of the bid, \$300,000, and any related costs required to consummate the transaction. If CGI or the CGI Principals form a special purpose entity to acquire the property, that entity will be funded with sufficient cash funds to complete the acquisition.
2. CGI, the CGI Principals or, any special purpose entity formed to undertake the development will have the cash funds available to fund the development of the property.

If you have any questions, please contact me directly at 781-937-5300.

Respectfully submitted,
 DiCicco, Gulman & Company LLP


 Donald J. Troy, CPA, P.C.

cc: Gerald D. Cohen
 Harold C. Garnick
 Richard B. Cohen



1881 Worcester Road
Suite 200
Framingham MA 01701
P. 508.820.2700
www.svnpcgboston.com

Proposal for Disposition of Real Property
Sudbury, MA
415 Boston Post Road
MAP DESCRIPTION
Parcel ID: K08-006

PRICE PROPOSAL FORM

In accordance with the information, terms and conditions attached hereto, I (We) hereby offer to purchase from the Town of Sudbury the property identified as:

An approximate .63 acre parcel and building in the Town of Sudbury,
MA 415 Boston Post Road
Sudbury, MA 01776
Parcel ID: K08-0006

For the sum of:

\$ 450,000

Offer Written: Four hundred & fifty thousand
Dollars

This proposal shall remain firm for **one hundred and twenty days** following the date of the bid opening. Attached hereto is a certified check or money order drawn on a banking institution licensed in the Commonwealth of Massachusetts in an amount equal to five percent of the above offer which shall serve as surety for the faithful performance of this disposition of property from the Town of Sudbury. This sum shall be forfeited to the Town of Sudbury if selected bidder does not execute a purchase and sale agreement as required herein. Bid deposits of parties not selected will be returned.

Signature of Proposer [Signature]

Print Name John Parsons Jr.

Address 36 Allen Rd

City Wellesley State MA Zip 02481

Telephone # (508) 820 - 2700

E-mail address: John.Parsons@svn.com

NOTE: If a partnership, corporation or limited liability company, list all partners, officers, members, etc. of the entity and include a sealed corporate vote to allow an individual to act on this matter.

Partnership / Corporation/ LLC Officers Names & Addresses

The Town of Sudbury reserves the right to reject any and all proposals or to cancel this disposition of real property if in its best interest to do so.

EXHIBIT A

CERTIFICATE OF NON-COLLUSION

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



 Signature of Individual, or Corporation Name, *Parsons Commercial*
GROUP, INC
 By _____
 Corporate Officer & Title (if applicable)

EXHIBIT B

TAX COMPLIANCE CERTIFICATE

Pursuant to General Laws Chapter 62C Section 49A, the undersigned certifies under the pains and penalties of perjury that Parsons Commercial Group is in compliance with the laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.


Signature

John R. Parsons, Jr.
Print Name

President
Title

leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms-length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9)) This Disclosure Statement is hereby signed under penalties of perjury.

Print Name of Disclosing Party (from Section 4, above)

Parsons Commercial Group Inc

Authorized Signature of Disclosing Party

Date (mm / dd / yyyy)

John Parsons, President 11 / 07 / 2016

Print Name & Title of Authorized Signer

John Parsons

EXHIBIT C

CERTIFICATE AS TO CORPORATE PROPOSER

I John Parsons Jr, certify

that I am the President of the entity named

as Proposer in the within Proposal; that Parsons Commercial Group, Inc.

who signed said Proposal on behalf of the Proposer was then President

_____ of said entity; that I know his/her

signature and that his/her signature hereto is genuine and that said Proposal was duly

signed, sealed, and executed for and in behalf of said entity by authority of its

governing body.

(Corporate Seal)


Title President

This Certificate must be completed where Proposer is a limited liability entity, and should be so completed by its Clerk or person authorized in the records of the entity to execute documents relating to real property. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.

EXHIBIT D

Certificate of Authority

Give full names and residences of all persons and parties having a financial interest in the foregoing proposal:

(Notice: Give first and last name in full; in case of Corporation give names of President, Treasurer and Manager; and in case of limited liability entities or partnerships, give names of the individual members.)

NAMES	ADDRESSES	ZIP CODE
<u>Jake Parsons</u>	<u>32 Walcott Circle, Marlborough</u>	<u>01752</u>
<u>David Parsons</u>	<u>40 Moore Rd Sudbury</u>	<u>01776</u>
<u>John Parsons</u>	<u>36 Allen Rd Wellesley</u>	<u>02481</u>

Provide the following information regarding the Proposer:

(1) If a Proprietorship

Name of Owner: _____

ADDRESS ZIP CODE TEL. # _____

Business: _____

Home: _____

(2) If a Partnership

Full names and address of all partners:

NAMES ADDRESSES ZIP CODE

BUSINESS ADDRESS ZIP CODE TEL. # _____

(3) If a Corporation, Limited Liability Company, or other entity

Full Legal Name: Parsons Commercial Group Inc

State of Incorporation: Massachusetts

Principal Place of Business: Framingham ZIP 01701

Qualified in Massachusetts: Yes No

Place of Business in Massachusetts: ZIP CODE 01701 TEL. # (508) 820-2700

(4) If a trust

Full Legal Name of Trust:

Date of Declaration of Trust and Recording Information:

Name of all Trustees:

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Authorized Signature of Proponent: _____

Title: _____

Date: _____

EXHIBIT E

DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, §38

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property: A parcel of land located at 415 Boston Post Road, Sudbury, MA containing approximately 0.63 acres of land together with the building and other improvements thereon

(2) Type of Transaction, Agreement, or Document: Sale of property by the Town of Sudbury

(3) Public Agency Participating in Transaction: Town of Sudbury

(4) Disclosing Party's Name and Type of Entity (if not an individual):

Parsons Commercial Group Inc.

(5) Role of Disclosing Party (Check appropriate role):

Seller/Grantor Buyer/Grantee

Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation meeting all of the conditions specified in M.G.L. c. 7C, §38, are hereby disclosed as follows (attach additional pages if necessary):

DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, §38

(6) CONT.

<u>NAME</u>	<u>RESIDENCE</u>
_____	_____
_____	_____
_____	_____
_____	_____

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none): None

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a



1881 Worcester Road
Suite 200
Framingham MA 01701
P. 508.820.2700
www.svnpcgboston.co

Description of Buyer

Town of Sudbury:

Parsons Commercial Group, Inc would be the sponsor/proposer for the acquisition of 415 Boston Post Road in Sudbury. Parsons Commercial Group is one of top suburban commercial brokerage and development firms. PCG has focused on the Sudbury commercial market for over twenty years.

Please find listed below a list of sample transactions we have been involved with in the Sudbury market.

Sale of former Linde Gas Site to Bossee Sports

Sale of former Sudbury Bowl to Winngate

Sale of Tall Pine Road to Jones and Bartlett Publishing

Sale of Tall Pine Road to Green Companies

Sale of 333 Boston Post Road

Sale of 215 Boston Post Road to Taylor Chiropractor

Sale of 418 Boston Post Road,

Sale of 61 King Phillip

Sale of 29 Hudson Road

We have also handled all of the leasing for Chiswick Park and worked with multiple tenants throughout the Town in various commercial properties and retail buildings.

In addition to our brokerage activity PCG owns and manages close to 2,000,000 square feet of commercial space. We own the property at 418 Boston Post Road which is directly across from 415.

Given our vast and extensive knowledge we are very interested in acquiring the property to construct a first class

5,000-6,000 square foot office building to relocate our firm from Framingham to Sudbury. I have attached a copy of a rendering that we have prepared.

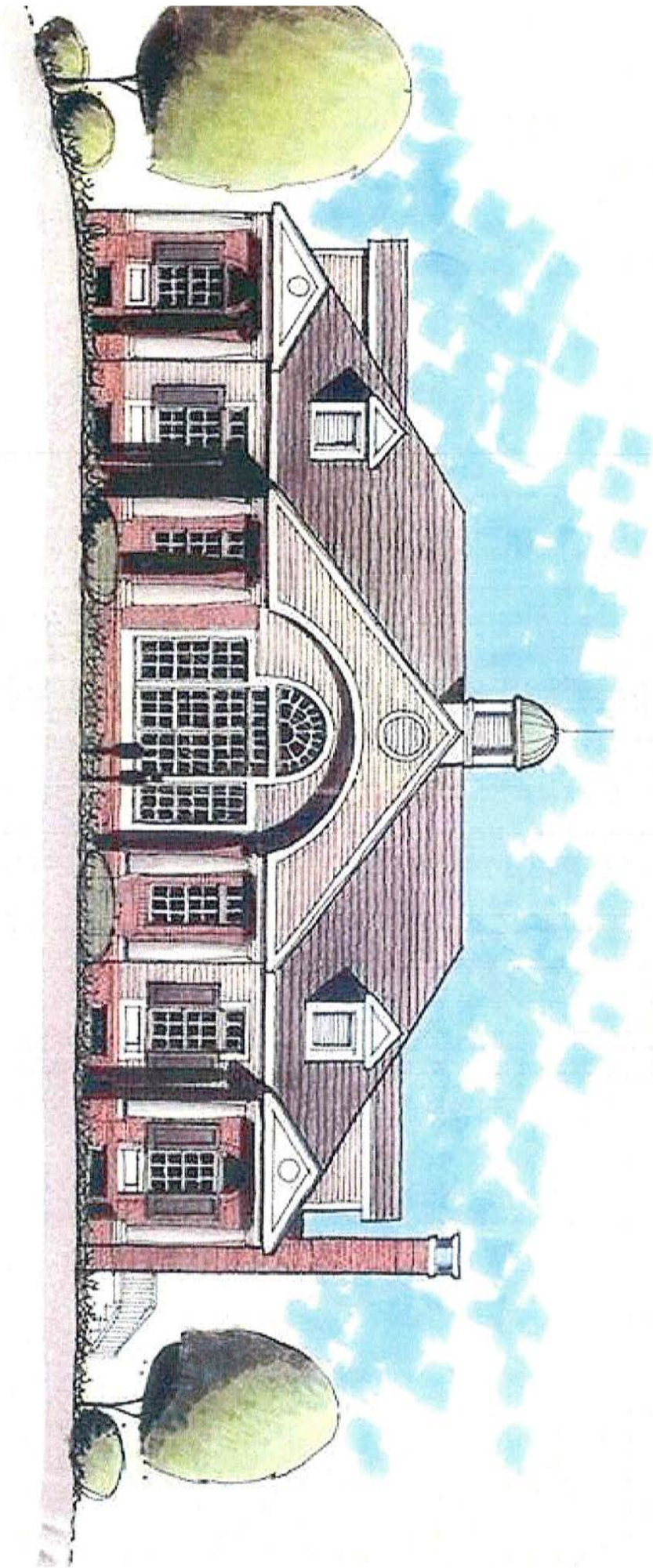


1881 Worcester Road
Suite 200
Framingham MA 01701
P. 508.820.2700
www.svnpcgboston.co

Highest and Best Use

Based on the location and limitations of the site, we feel that the highest and best use would be retail or office space. We are in active dialogue with several smaller retail users that would be interested in a pad site. In the event that we are unable to secure a suitable retail tenant we would look to construct the 5,000 square foot office property and relocate our headquarters to Sudbury. Please see the attached rendering of what our vision would be for a single story office building.

We would not require a permitting or financing contingency in order to close this contemplated transaction.



PROPOSAL FOR DISPOSITION OF REAL PROPERTY (Amendment)

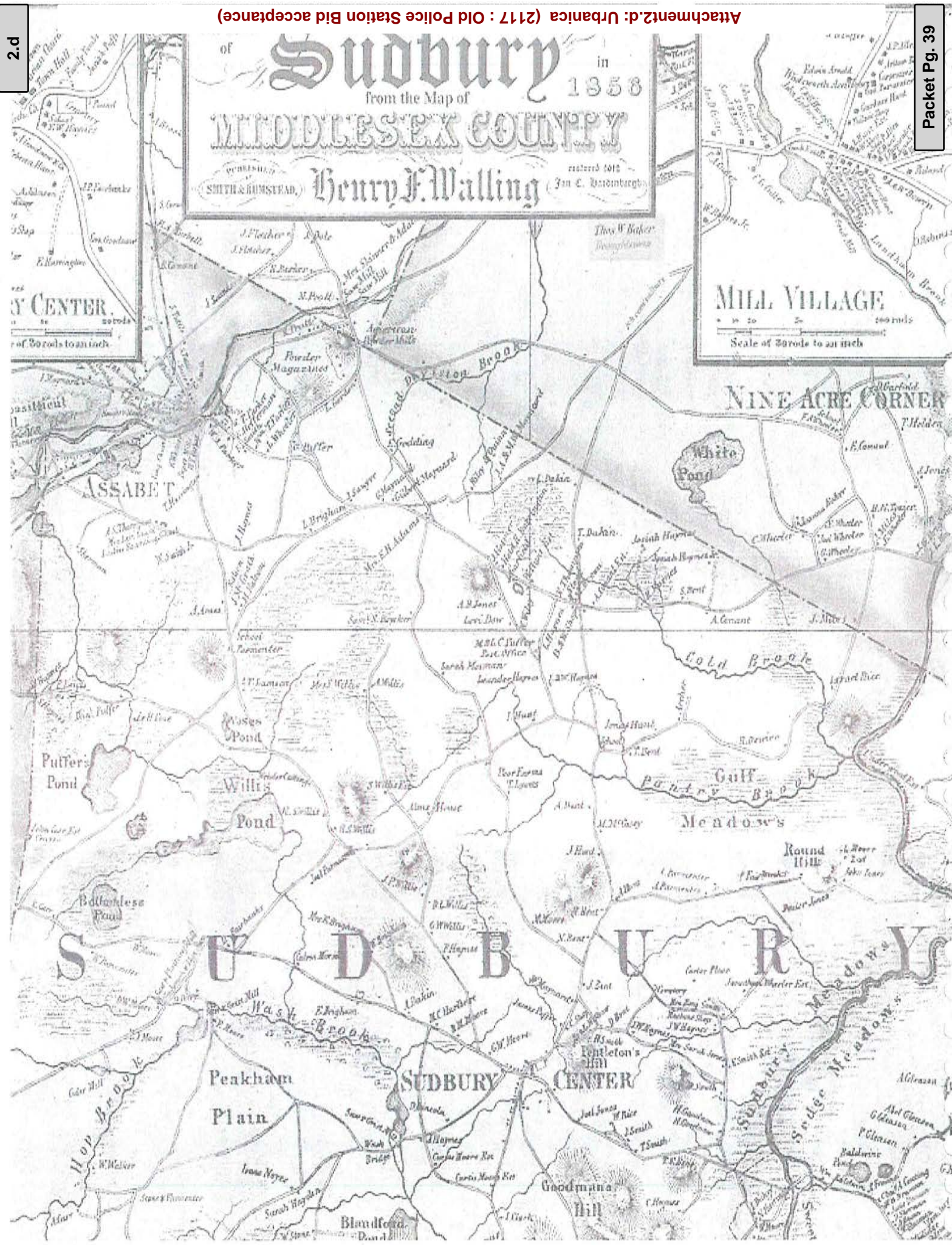
Sudbury, MA | 415 Boston Post Road | Map Description Parcel ID: K08-0006

FROM:
Sudbury Row LLC
c/o Urbanica, Inc
142 Berkeley Street, Suite 402
Boston, MA 02116

TO:
Town of Sudbury
Melissa Murphy-Rodrigues, Town Manager
278 Old Sudbury Road
Sudbury, MA 01776

URBANICA

of **Sudbury** in 1858
 from the Map of **MIDDLESEX COUNTY**
 published by **Henry F. Walling** in 1858
 (SMITH & BUNSTEAD) 301 N. L. Street, New York



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URBANICA

Town of Sudbury
Melissa Murphy-Rodrigues
Town Manager
278 Old Sudbury Road,
Sudbury MA 01776

Dear Ms. Murphy-Rodrigues,

PROPOSAL FOR DISPOSITION OF REAL PROPERTY (Sudbury, MA | 415 Boston Post Road)

Sudbury Row LLC (c/o Urbanica, Inc) is pleased to submit this proposal for the 415 Boston Post Road, Sudbury, MA. We are proposing to transform the former Sudbury Police Station site into a New Construction, sustainable and energy efficient 7000 sf +/- retail center. Based on our early conceptual design, using the best available data, we believe the building can accommodate up to 4 retail spaces and 30 parking spaces. Our team estimates that the project will generate over \$25,000+/- per year in property tax revenue and create over 20 full/part-time jobs. We plan to offer a purchase price of **\$400,000** for the property.

In support of our proposal, we have included early concept plans, use narrative and conceptual images. Our goal is to create a project that is sensitive to both the neighborhood and surrounding context. In order to accomplish this goal, Urbanica will work closely with the Town of Sudbury and all relevant departments/agencies to refine the proposed concept during the permitting process through to construction and post-construction. During which we would make our best effort to use local labor/subcontractors, as well as give priority to commercial tenants who commit to hiring Sudbury residents and pay higher wages/benefits to their work force.

The Urbanica team has vast experience working on projects through the public RFP process. A mainstay of Urbanica's mission is collaborating with local and municipal entities to transform underutilized sites and buildings into energy efficient and sustainable hubs of cultural and economic value. Reputable Urbanica projects include the Parcel 9 site in Roxbury, Parcel U MBTA site in Jamaica Plain, D4 Condos in the South End, Engine 1 in Belmont, Urbanica 100 in Chelsea, Urbanica 50 in Somerville and Urbanica 109 in the South End. A more detailed portfolio of projects by Urbanica is included in the proposal.

URBANICA

Through the redevelopment of 415 Boston Post Road project, Urbanica hopes to continue a successful track record of consistently emphasizing a refined design aesthetic, quality workmanship and active community involvement. The Urbanica team looks forward to working collaboratively with the wide array of stakeholders during the course of this project.

We are confident that the former Sudbury Police Station at 415 Boston Post Road has great potential to be transformed into an exceptional retail center to serve the Town of Sudbury and Urbanica has the experience and qualification to make this a reality.

Thank you for considering our qualifications and proposal.

Thank you,



Kamran Zahedi
Manager of Sudbury Row LLC
President, Urbanica, Inc.

A. Description of Proposer



SUDBURY ROW LLC c/o **URBANICA**

URBANICA is a design/development company specializing in the transformation of under-utilized buildings and sites into extraordinary living and working spaces in the metro-Boston area.

We see each project as a unique opportunity to enhance the social, economic and aesthetic conditions of the local environment. With our design-oriented focus, we believe that uncompromising progressive design is a critical component in this equation.

“...DIFFERENTIATION BY DESIGN...”

Specifically, our work involves the reuse of a historic structures and challenging urban sites. We seek to infuse these buildings and places with a new life and purpose.

Urbanica has an outstanding track record of successfully completed projects in both public and private ventures. Most recently, Urbanica has focused efforts on Request for Proposals for City/Town/Municipality-owned historic buildings. Urbanica recently finished building several publically awarded projects, a former police station in Somerville, the former Area D4 police station in Boston’s South End, and the Engine 1 Fire Station in Belmont as well as the first LEED Platinum certified Energy Positive Townhouses in the City of Boston.

Urbanica has also successfully completed many Boston Planning and Development Agency (formerly known as Redevelopment Authority (BRA)) sponsored projects: a loft building conversion in the Souh End and the conversion of a warehouse into the Harborside Inn on State Street in Boston.

A. Description of Proposer



KAMRAN ZAHEDI

Manager of Sudbury Row LLC
President and Managing Principal of Urbanica Inc

The President of Urbanica is Kamran Zahedi. Over the past twenty five years, Kamran has designed, developed and built many projects in metropolitan Boston. More recently, he has focused his efforts on RFPs of city-owned historic buildings and converting them into new residential uses.

To each venture, Kamran brings a passion for urban form, progressive design, and a respect for the existing context. Kamran received his B.S. in Architecture and Civil Engineering from MIT in 1980, and a Certificate of Achievement from the Center for Real Estate, also from MIT.

EDUCATION

B.S. in Architecture and Civil Engineering from MIT, 1980
Certification, Center for Real Estate, MIT, 1991
Licensed Construction Supervisor, Boston, MA

EXPERIENCE

President of Urbanica, 2001-present
President of Built Form Development, Design and Construction, 1981-1996
President of Turnkey Development, Inc., 1996-present
General Partner for various real estate partnerships since 1993
Former Faculty at the Boston Architectural Center, 1986
Membership in BSA, ASCE, NTHP

A. Description of Proposer



MELNEA HOTEL + RESIDENCES

425-435 Melnea Cass Boulevard, Dudley Square, Boston, MA
(Under Construction)

Melnea Hotel + Residences is a mixed use development for Parcel 9 at Melnea Cass Boulevard and Washington Street in Boston, MA. This exciting project will serve as an iconic gateway for the Roxbury and Dudley Square areas, connecting to the South End and the greater metropolitan Boston region. The project consists of ground floor commercial spaces and 50 units of mixed income housing. The anchor of the project will be a 135-rooms hotel. The project will be a source of permanent job generation for the neighborhood as well as a buzz of urban activities. The goal of the project is to create a diverse and balanced neighborhood with sustainable and green strategies.



PARCEL U, FOREST HILLS

Hyde Park Avenue, Jamaica Plain, Boston, MA
(Under Construction)

The mixed use project in the hip and vibrant neighborhood of Forest Hills, continues Urbanica's practice of invigorating neighborhoods by redeveloping underutilized sites - in this case, by the Massachusetts Bay Transit Authority (MBTA). For this project, Urbanica is proposing 126 units of housing units, commercial spaces and community room to benefit the neighborhood and residents. This project is envisioned as creating a 21st-century transit oriented and energy efficient community.

A. Description of Proposer



226-232 HIGHLAND STREET

226-232 Highland Street, Roxbury, Boston, MA
(Completed 2013)

The project was conceived as a replicable prototype of efficient and sustainable residential construction for the city of Boston. The building consists of four three bedroom townhouses, approximately 2,000 sf each. Sited on a currently vacant parcel in a vibrant urban neighborhood, the proposal will fill and densify the current neighborhood fabric. The building form and orientation serve to maximize natural daylight and solar gain for the photovoltaic array that will generate more electricity than is needed. Our approach includes two major strategies for energy reduction: first, a super insulated envelope minimizes heat transfer without relying on mechanical conditioning techniques; second, a feedback mechanism provides information and prompts to users in the house regarding their energy-related activity.



74 HIGHLAND STREET

74 Highland Street, Roxbury, Boston, MA
(Completed 2016)

The project is a public-private partnership between Urbanica and Boston Housing Authority. It is part of a series of energy efficient townhouses to be built in the Fort Hill/Highland Park neighborhood. The building consists of 7 units of townhouses. These units will be three bedroom units. Sited on a currently vacant parcel in a vibrant corner in the urban Roxbury neighborhood, the proposal will fill in and densify the current neighborhood fabric. The project will follow best practices learned from the E+ prototype by offering energy efficient design.

A. Description of Proposer



SIX9ONE RESIDENCES

691 Massachusetts Avenue, South End, Boston, MA (Completed 2011)

six9one Residences is one of the last new-built developments in South End, Boston, with approximately 45,000 sqft of space including the basement garage. There are 40 residential units, ranging from 550 sf to 1,800 sf with unit types including studio, one bedroom and two bedrooms residences. There are also 30 deeded parking spaces available. Ground floor units are proposed as Small Office Home Office or "SoHo" units, taking advantage of the easy street access. These six first floor units are intended to attract professionals with a home office, or artists who would like to house a small gallery.



D4 SOUTH END

7 Warren Avenue, Boston, MA (Completed 2006)

This project involved the conversion of former D-4 police station into a new luxury condominium building with twenty five units. The existing shell was restored to its former state with only minor modifications on the principal elevations. The rear elevation consists of a new two-story block which taken together with the existing building envelope, forms a courtyard. The new courtyard is covered with a glass roof and conform to green building concepts. This project was awarded to Urbanica in response to an RFP sponsored by the BRA in 2003. Urbanica was selected over some of the most prominent developers in the city largely based on their growing reputation as "one of the top design/development companies in Boston."

A. Description of Proposer



URBANICA 100 CHELSEA

100 Pearl Street, Chelsea, MA (Completed 2002)

The project is a renovation of an existing warehouse building into twenty two artist lofts. There is also a ground floor art gallery and outdoor sculpture court. A continuous metal plane was used to cut into the existing warehouse building. The metal was used throughout to express the creation of the art related programs such as the gallery, studios and sculpture court. In contrast, the loft living spaces were left purposefully raw to encourage the artist residents to build out their own spaces. The development of this project has helped to revive a very depressed urban area of Chelsea.



URBANICA 50 SOMERVILLE

50 Bow Street, Somerville, MA (Completed 2005)

This project was awarded to Urbanica in response to an RFP in 2003. Urbanica was selected by the City of Somerville, in large part because of their experience in restoring and renovating historic buildings. The project is a renovation of a former police station into a fourteen unit residential building. Part of the work included rebuilding the mansard roof that was lost to a fire decades ago. The scope of exterior work also involved restoring the fine detail and character of the historic building. In contrast to the traditional exterior, the interior is characterized by open, light filled modern spaces. Here, a rich palette of natural materials such as mahogany wood and honed stone finishes was used to create the units

A. Description of Proposer



ENGINE ONE BELMONT

445 Trapelo Road, Belmont, MA (Completed 2005)

This project involves the conversion of the former fire station at Waverly Square into six townhouse style residences. Five of the condominiums will be housed in the main building; the sixth residence is a new 1600 sq addition. The new structure is comprised of a two-story townhouse built on top of the existing foundation of one wing of the former fire station. Its primary building materials is perforated copper panel and an aluminum curtain wall system.



URBANICA 57

57 EAST CONCORD STREET, BOSTON, MA (Completed 1998)

In 1997, the Boston Redevelopment Authority (BRA) issued an RFP for the adaptive reuse of an office building in the South End. Urbanica was awarded the project on the basis of their strong track record of renovation projects. The scope of work consisted of a complete restoration of the building exteriors and interiors. In contrast to the historic character of the exterior of the building, the interiors are characterized by wide open loft-like spaces.

A. Description of Proposer

BrooklineBank

P.O. Box 179179, Boston, MA 02117-9179

November 2, 2016

Mr. Kamran Zahedi
Urbanica, Inc.
142 Berkeley Street
Boston, MA 02116

RE: Proposed re-development at 415 Boston Post Road in Sudbury into 7,000 sq. ft. retail center.

Dear Mr. Zahedi:

Thank you for approaching Brookline Bank for financing of the above-captioned project. I have enjoyed the privilege both here and at prior institutions to finance a number of your developments which you have executed with distinction:

Past Projects

(Wainwright Bank n/k/a Eastern Bank)

D4 Development, Boston – The City of Boston awarded this RFP to you because of your track record in adaptive re-use projects. Financing in the amount of \$15,000,000 was provided to support total development cost of \$21,000,000 for the re-habilitation and conversion of this former police precinct into a multi-unit condominium complex with garage parking. Your involvement was critical in the full execution which upon completion proved to be highly marketable and resulted in repayment of the loan as agreed.

Bow Street, Somerville – The City of Somerville awarded you this RFP for the conversion of this former police precinct into 14 residential condominiums. Financing in the amount of \$3,500,000 in support of a \$4,000,000 project was provided and the project was delivered on time and under budget. As a result of your excellent execution of the project and efficient absorption of the completed units, the loan was repaid ahead of schedule.

A. Description of Proposer

Mr. Kamran Zahedi

November 2, 2016

Page 2 of 3

Waverly Fire Station, Belmont – The Town of Belmont entrusted you to re-develop this former fire station located in the center of Waverly Square into a 7-unit condominium complex which included an addition to the building foot print and retention of the historic character of the property. The Bank issued a \$2,500,000 construction loan toward the full development cost of \$3,000,000. As a result of the efficient absorption of the completed project, the loan was repaid as agreed.

(Brookline Bank)

E-Haus, Inc., Boston – As a result of your established track record and integrated approach to property development, the City of Boston designated this Highland Avenue property to Urbanica. The construction of these four (4) residential energy-neutral townhouses were funded by a \$950,000 construction loan from Brookline Bank. The project is a model for future properties dispossessed by the BRA. As a result of the efficient absorption of the completed project, the loan was repaid as agreed.

Fort Hill - Building on the success of E-Haus, the City of Boston awarded you 74 Highland Street in Fort Hill to be improved by seven (7) energy efficient townhomes. Brookline Bank is pleased to support this effort with a \$2,425,000 construction loan. The proposed building will contain net saleable area of 12,790 sq. ft. and the units will be highly-energy efficient resulting in minimal utility costs for the unit owners. The project was successfully completed and the loan was repaid as agreed.

Jamaica Plain – Bridge loan in the amount of \$242,500 to fund the acquisition of the first phase of a 2-phase project for the eventual development of two (2) 24-unit residential condominium buildings. The MBTA is disposing the one-acre site which is adjacent to the Orange Line Station in Forest Hills. Mr. Zahedi was awarded the RFP in part due to his extensive experience and established track record in adaptive re-use projects. The loan has been repaid as agreed.

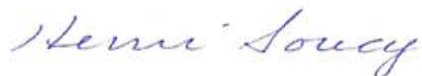
A. Description of Proposer

Mr. Kamran Zahedi
November 2, 2016
Page 3 of 3

As a result of your established track record evidenced by the repeated designation of you and your team by various municipalities, your excellent record of repayment, and the overall feasibility of the Sudbury project, Brookline Bank would give priority to your application for construction funding. As a reminder, this is not a commitment to lend which would require a complete underwriting, an appraisal report, environmental due diligence, etc. and a vote by our internal credit committee.

Should you have any questions, please let me know.

Respectfully yours,



Henri Soucy

B. Address of Proposer

The proposer is located at the following address:

Sudbury Row LLC
c/o Urbanica, Inc
142 Berkeley Road, Suite 402
Boston, MA 02116
T. 617-654-8900
F. 617-654-8901

E. Written and Numerical Statement of Proposal Price

PRICE PROPOSAL FORM

In accordance with the information, terms and conditions attached hereto, I (We) hereby offer to purchase from the Town of Sudbury the property identified as:

**An approximate .63 acre parcel and building in the Town of Sudbury,
MA 415 Boston Post Road
Sudbury, MA 01776
Parcel ID: K08-0006**

For the sum of:

\$ 400,000.00 _____

Offer Written: FOUR HUNDRED THOUSAND ONLY
Dollars

This proposal shall remain firm for **one hundred and twenty days** following the date of the bid opening. Attached hereto is a certified check or money order drawn on a banking institution licensed in the Commonwealth of Massachusetts in an amount equal to five percent of the above offer which shall serve as surety for the faithful performance of this disposition of property from the Town of Sudbury. This sum shall be forfeited to the Town of Sudbury if selected bidder does not execute a purchase and sale agreement as required herein. Bid deposits of parties not selected will be returned.

Signature of Proposer 

Print Name KAMRAN ZAHEDI

Address 142 BERKELEY STREET, SUITE 402

City BOSTON State MA Zip 02116

E. Written and Numerical Statement of Proposal Price

Telephone # 617-654-8900

E-mail address: KZAHEDI@URBANICABOSTON.COM

NOTE: If a partnership, corporation or limited liability company, list all partners, officers, members, etc. of the entity and include a sealed corporate vote to allow an individual to act on this matter.

~~Partnership / Corporation~~ / LLC Officers Names & Addresses

KAMRAN ZAHEDI, Manager of Sudbury Row LLC, 55 Woodchester Drive, Weston MA 02493

TIMOTHY B. FRASER, Member of Sudbury Row LLC, 1154 Washington Street, #1B, Boston MA 02118

PARHAM POULADDEJ, Member of Sudbury Row LLC, 355 Wellesley Street, Weston MA 02493

The Town of Sudbury reserves the right to reject any and all proposals or to cancel this disposition of real property if in its best interest to do so.

I. MGL Chapter 7C Sec 38 Disclosure of Beneficial Interest (Exhibit E)

EXHIBIT E

DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7C, §38

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property: A parcel of land located at 415 Boston Post Road, Sudbury, MA containing approximately 0.63 acres of land together with the building and other improvements thereon

(2) Type of Transaction, Agreement, or Document: Sale of property by the Town of Sudbury

(3) Public Agency Participating in Transaction: Town of Sudbury

(4) Disclosing Party's Name and Type of Entity (if not an individual):

Sudbury Row LLC

(5) Role of Disclosing Party (Check appropriate role):

Seller/Grantor Buyer/Grantee

Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation meeting all of the conditions specified in M.G.L. c. 7C, §38, are hereby disclosed as follows (attach additional pages if necessary):

I. MGL Chapter 7C Sec 38 Disclosure of Beneficial Interest (Exhibit E)

DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7C, §38

(6) CONT.

<u>NAME</u>	<u>RESIDENCE</u>
KAMRAN ZAHEDI	55 WOODCHESTER DRIVE, WESTON MA 02493
TIMOTHY B. FRASER	1154 WASHINGTON ST, #1B, BOSTON MA 02118
PARHAM POULADDEJ	355 WELLESLEY ST, WESTON MA 02493
_____	_____

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

(8)) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a

I. MGL Chapter 7C Sec 38 Disclosure of Beneficial Interest (Exhibit E)

leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms-length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

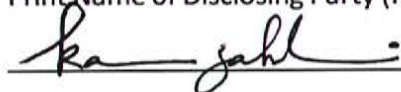
Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

SUDBURY ROW LLC

Print Name of Disclosing Party (from Section 4, above)



11/04/2016

Authorized Signature of Disclosing Party

Date (mm / dd / yyyy)

KAMRAN ZAHEDI, MANAGER OF SUDBURY ROW LLC

Print Name & Title of Authorized Signer

J. Best Use Narrative and Price Proposal

INTRODUCTION

The property, the former Sudbury Police Station, is located at 415 Boston Post Road with an existing One-Story structure with approximately 6,249 sf. The lot is around 27,443 s.f. (0.63 acres) and presently has 25 parking spaces. The site has a 3-4 feet tall retaining wall at the rear perimeter and West-perimeter (See Attachment 03 | Existing Conditions).

As seen on Attachment 01 | Aerial Map, the immediate surroundings along Boston Post Road are retail malls and commercial buildings with surface parking lots. The site at 415 Boston Post Road is well suited to be transformed into a quality modern retail center in close proximity to the commercial hub of the Town of Sudbury.

On the East side (407 Boston Post Road), the immediate abutter is a TD Bank branch. This lot was recently developed into a contemporary standalone building. For the abutter on the West side (421 Boston Post Road), there is a two-story wood frame building which houses the Big Picture Framing Company with parking spaces at the rear. The collection of buildings across Boston Post Road range in scale from one to two stories.

The two buildings closest to the lot of the former Sudbury Police Station are the 410 Boston Post Road and 416-424 Boston Post Road. Both are also two to two and a half stories tall. The uses of this cluster of buildings are a mix of commercial, retail and offices. The surrounding buildings are documented photographically on Attachment 02.

PRICE PROPOSAL

Sudbury Row LLC is offering the purchase price of \$400,000 for the property at 415 Boston Post Road, Sudbury MA 01776.

PROPOSED PROGRAM

Sudbury Row LLC is proposing to transform the former Sudbury Police Station site into a 7,000 s.f. +/- New Construction, sustainable and energy efficient Retail Center. Based on the best available data and early conceptual design, the development team believes the building can accommodate up to 4 retail spaces and 30 parking spaces.

The old One-Story structure will be demolished to enable the redevelopment of the site. The proposed use development is consistent with existing retail and commercial land use fronting Boston Post Road.

J. Best Use Narrative and Price Proposal

Referring to Attachment 04 | Site Plan, the proposed building will have just over 50ft of building frontage along Boston Post Road. The parking lot will be located adjacent to the building. A total of 30 parking spaces will be created and the curb cut will be kept in the vicinity in which it exists currently. A small outdoor seating area will be located off the anchor tenant space, facing Boston Post Road. This will greatly activate the pedestrian street life and enhance the street atmosphere of the area.

A landscape buffer zone will be created around the development. The strip along Boston Post Road will have a New England native and drought-tolerant plants with a mixture of grass, low shrubs and accents while the East perimeter will have larger trees as screening between the Residential zone and the Limited Business District zone.

Initial concept renderings are included to visualize the massing and street activity of the new development. Sudbury Row LLC envisions the new retail center, tentatively named as Sudbury Row, as having a fresh contemporary design. The concept and tenant mix will be lifestyle-driven: a small coffee shop/restaurant (dependent on the septic system) is envisioned as the Anchor. Other tenants are envisioned to have complementary uses like a bakery; wine, cheese and charcuterie shop; arts and crafts gallery; clothing boutique; jewelry; yoga and fitness and other concept-driven retail shops. The development program and tenant mix may be subject to modification based on economic demands and permitting progress.

Through this 415 Boston Post Road project, Sudbury Row LLC (c/o Urbanica) looks forward to continuing our track record of urban renewal. Our development team is dedicated to close collaboration with the Town of Sudbury and its relevant departments/agencies, neighbors and other local groups. Through this collaboration we are confident that a refined design aesthetic, quality workmanship and active community involvement can be achieved. The development team looks forward to working with the wide array of stakeholders during the course of this project to develop fun and useful amenities that will generate cultural and economic value for Sudbury.

ENHANCEMENTS AND BENEFITS TO TOWN

Here are the projected economic enhancements to the Town of Sudbury:

- Redevelopment of an underutilized site into a vibrant Retail Center.
- Property Tax Revenue to Town is projected to be over \$25,000 +/- per year.

J. Best Use Narrative and Price Proposal

- The creation of up to 7,000 square feet of quality, energy efficient, modern retail space will create a commercial synergy between existing retail spaces in the vicinity and the upcoming Meadow Walk development that is located further down Boston Post Road.
- The creation of over 20 full/part-time jobs, tax revenues from the new retail spaces and its related economic benefits such as increased local spending.
- Creation of construction jobs and endogenous economic spinoff factors during the construction of the project.
- Priority to commercial tenants who commit to hire Sudbury residence and pay higher wage/benefit to their work force.
- A well designed modern retail center with sustainable landscaping and active street frontage.
- Reusing previously developed land to avoid alteration of other undisturbed land
- Improvements to the septic system which will benefit the Town's groundwater and wetlands.

ZONING COMPLIANCE

The Lot is zoned partially as "Limited Business District" and partially "Residential-A". This zoning peculiarity seems to have come from the transfer of a smaller lot, called "Parcel A" (5,340 sf +/-) during the renovation of the Police Station in the 1980s. Under the Sudbury Zoning By-Law, *"where two or more of the requirements of the bylaw are applicable to the same open space, that which imposes the greatest restriction on the placement of the building will control"*.

For the proposed development at 415 Boston Post Road, if the project is evaluated under the stricter Residential-A (A-Res) regulations, the project will need to seek Use relief for Retail use and Dimensional reliefs for Retail Uses, Minimum Lot Area, Minimum Lot Frontage, Minimum Front Yard, and Minimum Rear Yard.

However, if the project is evaluated under the Limited Business District (LBD) regulations, the proposal will only need relief for the Front Yard setback. In the spirit of good urban design principles, we are proposing that the proposed front yard alignment of the building should match the Modal setbacks of adjacent buildings. This, while not-compliant with the Sudbury Zoning By-Laws, will greatly enhance and unify the look and feel of the streetscape. A detailed summary of the Zoning Analysis can be found on Attachment 07.

J. Best Use Narrative and Price Proposal

The development team strongly feels that the criteria when evaluating this proposal should be based on of Limited Business District, LBD, instead of the more restrictive Residential-A regulations. Furthermore, based on the Zoning Map (See Attachment 06), the immediate abutter—a recently developed bank building—a TD Bank branch, is located on a Residential-A zone. The building, for all intents and purposes, is a commercial/retail space. The development is fairly recent and successful, thus the probability for the lot to be converted back to residential use will be low and minimal in the foreseeable future.

The project will also need to seek a relief for the Parking requirements and the Landscape Buffer Zone. Based on the proposed size of the retail space (7000 gsf +/-), 39 parking spaces is required by the Zoning By-Laws. The development team is proposing to introduce 30 parking spaces (thereby meeting 76.9% of the parking requirement). This is within the possible 30% reduction that the Board of Selectmen may grant through a Special Permit.

Relief from Landscape Buffer Zone requirement with a Special Permit through the Board of Selectmen will be required as well. However, the non-compliance situation is again due to the quirk of the lot being situated at the edge of zoning boundaries of LBD and A-Res. All adjacent abutters of the 415 Boston Post Road are currently Retail/Commercial/Business Use in nature, with the aforementioned TD Bank is the closest abutter located in the A-Res zone. Hence, the development team thinks zoning impact to abutters is deemed to be minimal and the uses proposed are complementary.

Additional reliefs might be needed base on the evolution of the proposal during the permitting process. We will need to seek assistance from the Town of Sudbury during the permitting process. The development team strives to work closely with the Town of Sudbury and its relevant departments/agencies, neighbors and other local groups to refine the proposal.

IMPACTS

Traffic

The traffic impact created by the development will be small. The amount of proposed parking spaces (30 spaces) will not be dramatically different from the existing 25 spaces at the former Police Station. Considering the surrounding retail centers along Boston Post Road have much larger parking lots with hundreds of spaces, the impact from 5 additional spaces will be negligible.

The curb-cut location will be kept at the vicinity of the current location. This will minimize the disruptions to the existing traffic patterns along Boston Post Road.

J. Best Use Narrative and Price Proposal

Visual Impact

As outlined in Attachment 02, the height and massing of the proposed building is consistent with the adjacent structures of two to two and a half stories. The material palette will be of quality materials and the design will be coherent with the surrounding context.

A verdant landscaping buffer, using native New England and drought tolerant species, in front and around the development will be complementary to the design and create the appropriate screening between abutters while enhancing the sidewalk network that is located in front of the property along Boston Post Road.

As shown on the conceptual rendering on Attachment 05, a composed palette of quality materials that references surrounding building materials will be used for the design. Storefront glass will occupy most of the lower parts of the building for transparency, light and views into the retail spaces. This will also greatly reduce the visual impact of the building while presenting to the public, the vibrant and energetic spaces of the retail tenants.

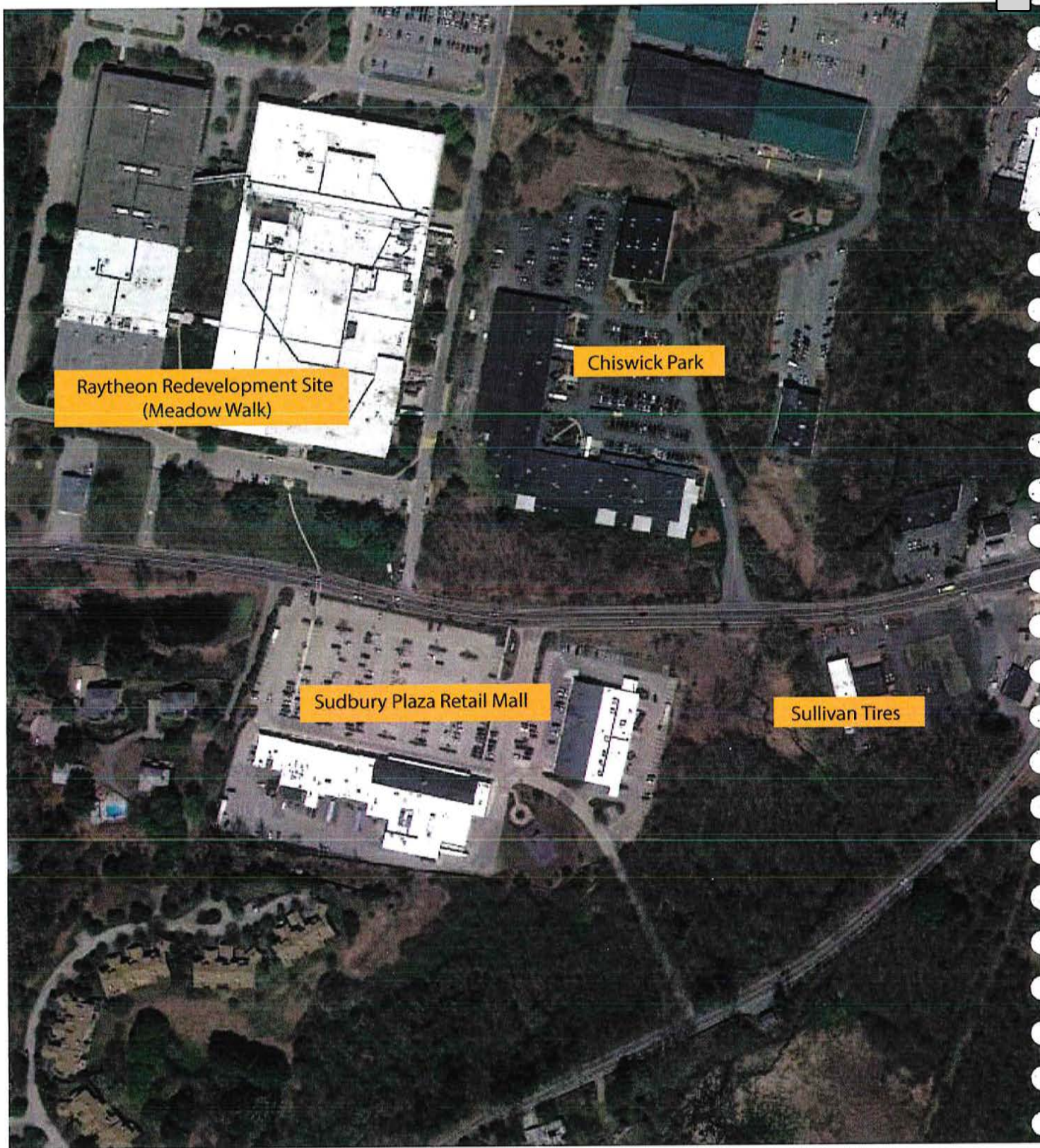
Air, Noise and Water Qualities

Stormwater management and septic systems will be designed to meet the requirements of the proposal.

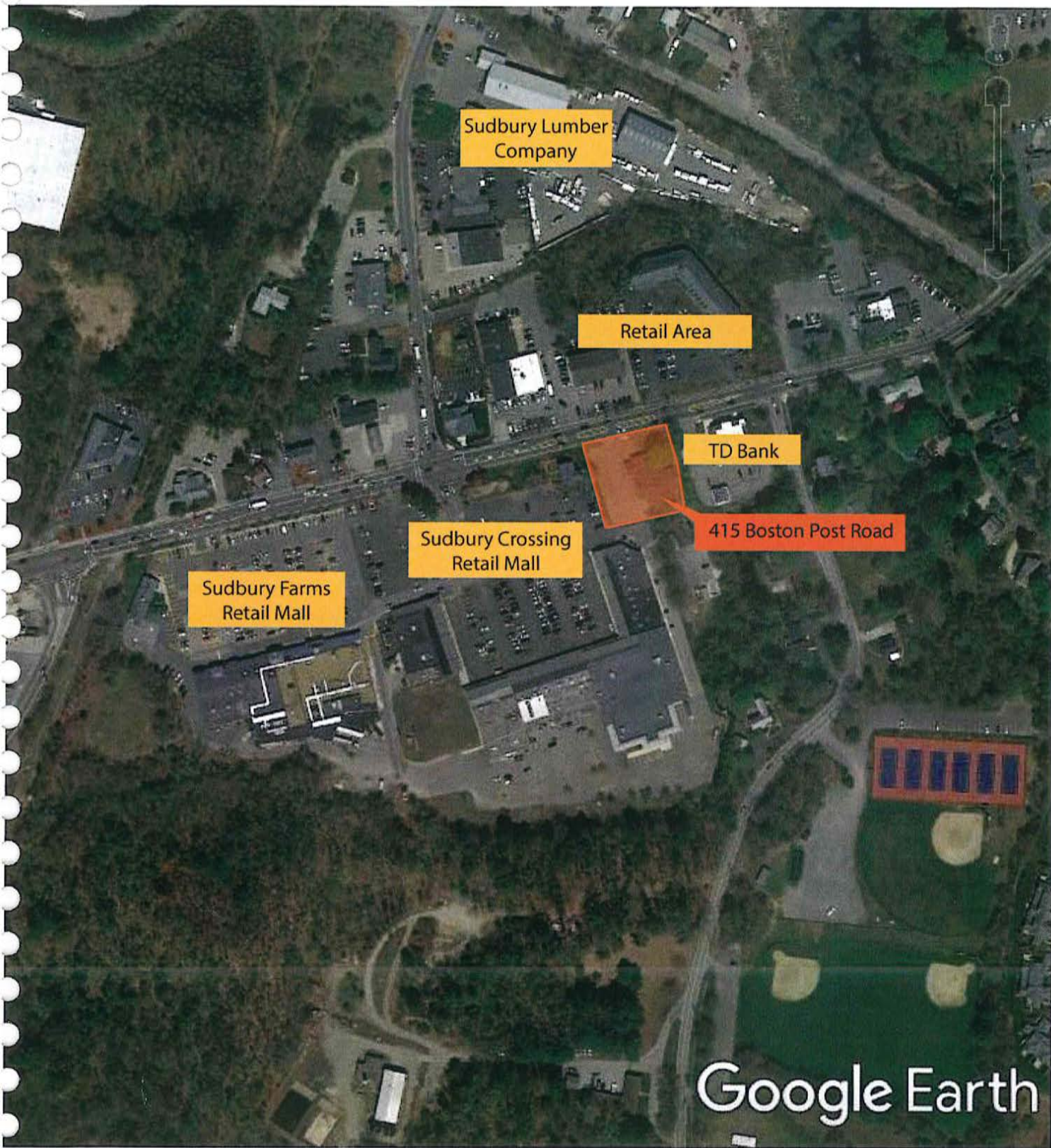
Water efficient fixtures and equipment will be used and a drought tolerant landscaping will be implemented to minimize the use of water and to minimize the discharge to the waste water system.

Efficient mechanical systems will be used to minimize the noise pollution. Energy-efficient HVAC and Electrical system, coupled with sustainable building details will enable the building to meet and exceed the Stretch Energy Code.

Attachment 01 | Aerial Map



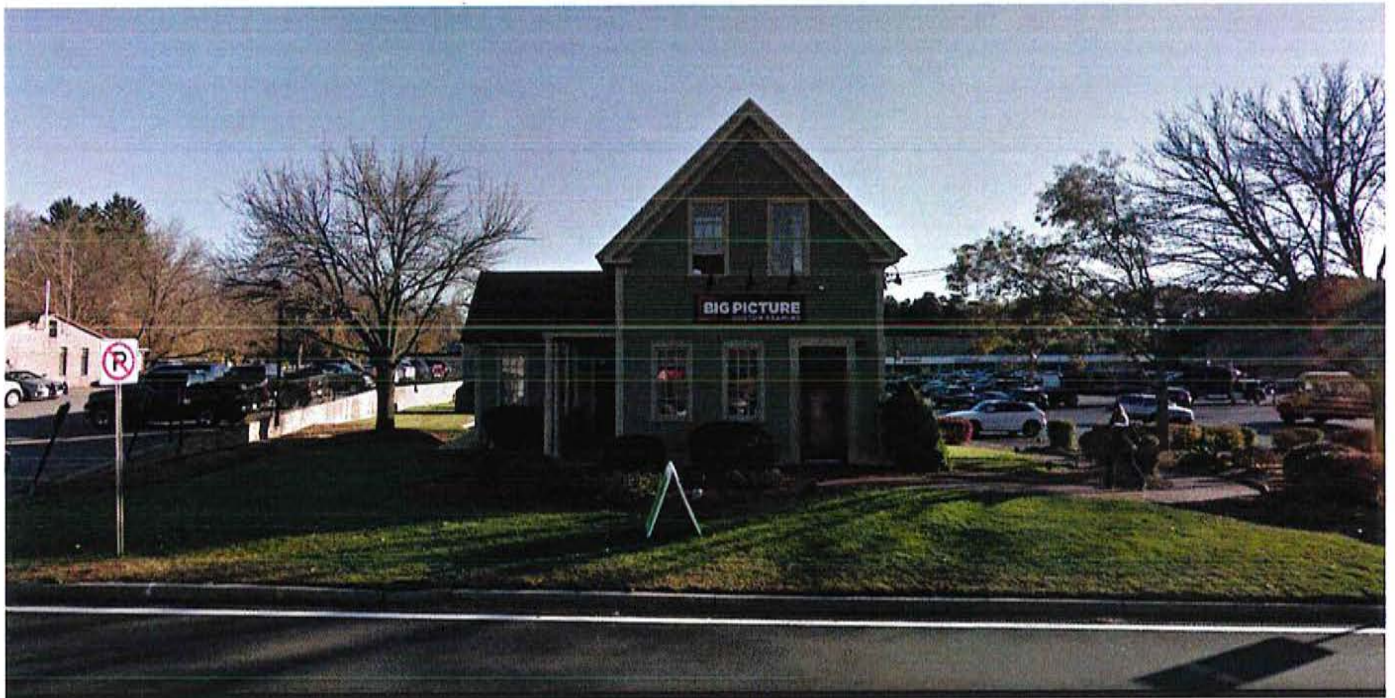
Attachment 01 | Aerial Map



Attachment 02 | Surrounding Context



407 Boston Post Road | TD Bank



421 Boston Post Road | Big Picture Framing Co.

Attachment 02 | Surrounding Context



416-424 Boston Post Road | Commercial/Retail Area Across the Street



410 Boston Post Road | Commercial/Retail Area Across the Street

Attachment 03 | Existing Conditions



415 Boston Post Road | Front View of Site



415 Boston Post Road | Rear View of Site

Attachment 04 | Proposed Site Plan



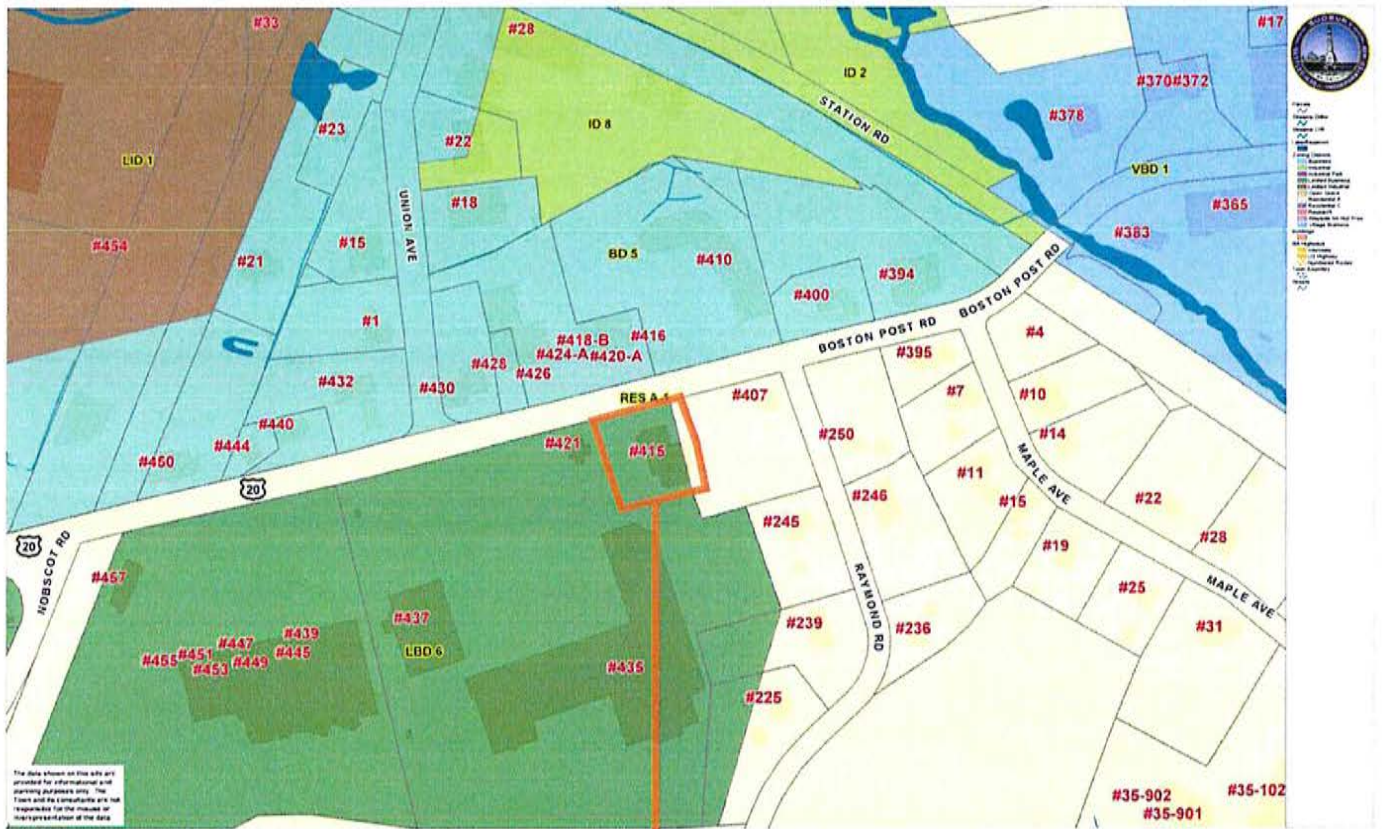
Attachment 05 | Proposed Concept Rendering I



Attachment 05 | Proposed Concept Rendering II



Attachment 06 | Zoning Map



Sudbury Zoning Map

415 BOSTON POST ROAD

Attachment 07 | Zoning Analysis of Proposal

Sudbury Old Police Station Zoning Analysis

415 Boston Poston Road, Sudbury, MA 01776

Zoning District

Limited Business District, LBD
Residential-, A-RES (for Parcel A that was deeded in 1980)

Uses

Uses	LBD	A-RES
Bank, Financial Agency	Y	N
Restaurant	Y	N
Retail Stores and Services Not Set Forth	Y	N
ATM, Kiosk, Booth	N	N
Business or Professional Office	Y	N
Residential Apartments, On 2nd/3rd Floor w/ Grd Flr Business	N	N

LEGEND

Y- Permitted Use
N-Prohibited Use
ZBA-Zoning Board of Appeals
BOS-Board of Selectmen

Parking Requirement

Uses	
Retail Store, Bank, Restaurant with No Seating	One Space for 180sf GFA
Business or Professional Office	One Space for 200sf GFA
Restaurant	One Space for 3 seats plus 1 for Each Employee on shift
Dwelling	Two Spaces for Each Dwelling Unit

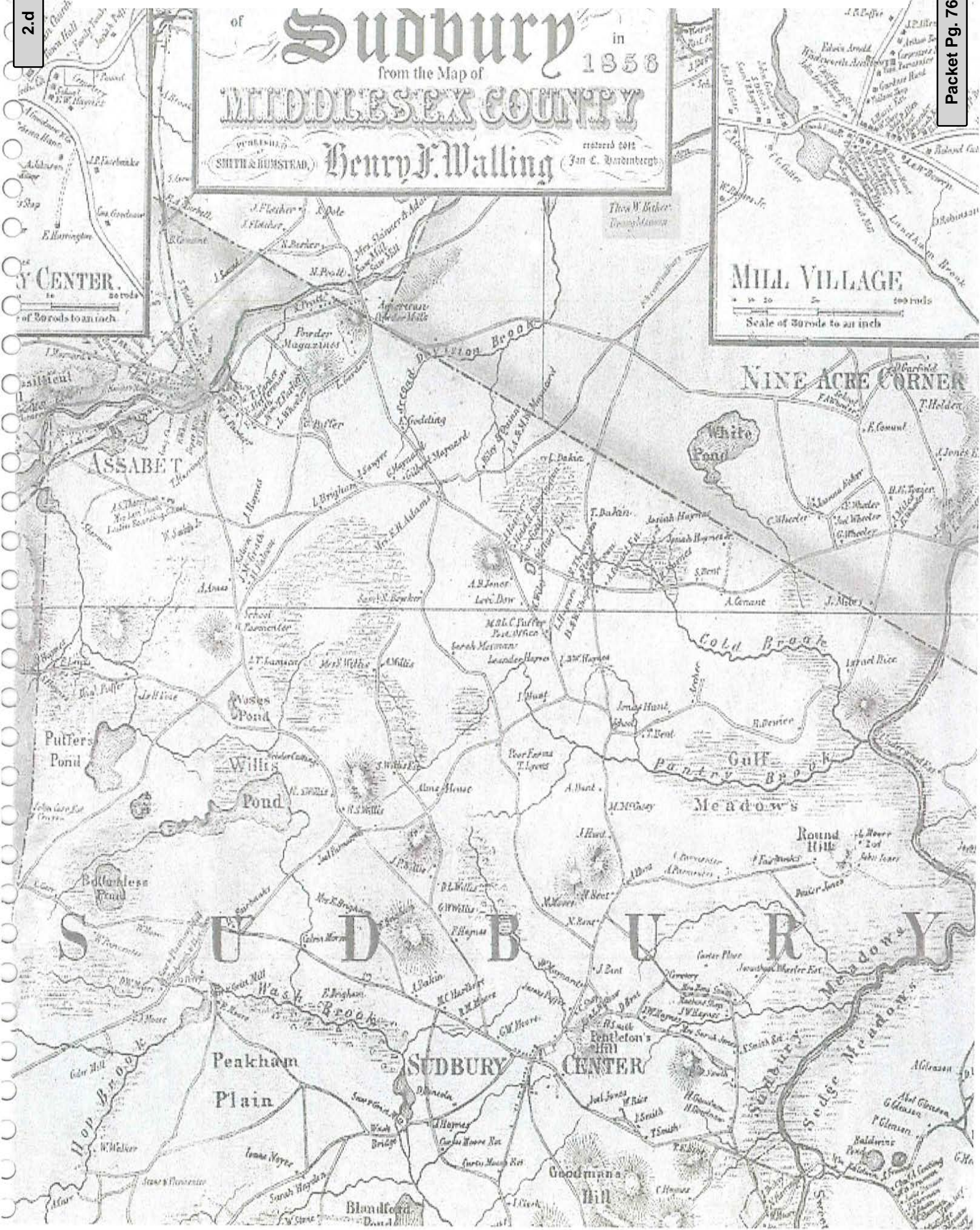
SCHEME 3B - Retail Mall (7000 gsf +/-)	LBD	Provided	Variance	A-RES	Provided	Variance
DIMENSIONAL						
Min Lot Area (sf)	n/a	27,443 sf	OK	40,000 sf	27,443 sf	Variance
Min Lot Frontage (ft)	50 ft	168 ft +/-	OK	180 ft	168 ft +/-	Variance
Min Front Yard (ft)	35 ft	20 ft +/-	Variance	40 ft	20 ft +/-	Variance
Min Side Yard (ft)	5 ft	20 ft +/- min	OK	20 ft	20 ft +/- min	OK
Min Rear Yard (ft)	n/a	10 ft +/-	OK	30 ft	10 ft +/-	Variance
Min Street Centerline Setback (ft)	n/a	n/a	n/a	n/a	n/a	n/a
Min Side or Rear Setback from Residence Zone (ft)	20 ft	20 ft +/-	OK	n/a	20 ft +/-	n/a
Max Height (Number of Stories)	2.5	1	OK	2.5	1	OK
Max Height (ft)	35 ft	20 - 30 ft	OK	35	20 - 30 ft	OK
Max Building Coverage (% of Lot)	60%	27 % +/-	OK	40%	27 % +/-	OK

Parking	7000sf 39 needed	30 provided (76%)	Special Permit from BOS for 30% reduction	7000sf 39 needed	30 provided (76%)	Special Permit from BOS for 30% reduction
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Landscape Buffer Zone *30% Landscape Zone	30 ft SY and RY needed	Varies	Special Permit from BOS	30 ft SY and RY needed	Varies	Special Permit from BOS
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of **Sudbury** in 1858
 from the Map of **MIDDLESEX COUNTY**
 PUBLISHED BY **Henry F. Walling** created 1818
 (SMITH & HUNTER) Jan C. Vandenberg

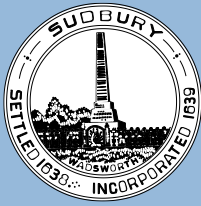




URBANICA

142 Berkeley St, Suite 402, Boston, MA 02116
T. 617.654.8900
F. 617.654.8901





SUDBURY BOARD OF SELECTMEN
Tuesday, December 20, 2016

MISCELLANEOUS (UNTIMED)

3: Sudbury Housing Trust update

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Update from Sudbury Housing Trust. Elizabeth Rust, Regional Housing Services Office, to attend.

Recommendations/Suggested Motion/Vote: Update from Sudbury Housing Trust. Elizabeth Rust, Regional Housing Services Office, to attend.

Background Information:

Memo attached

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting: Elizabeth Rust

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

12/20/2016 7:30 PM



Town of Sudbury

Sudbury Housing Trust

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776
978-639-3387

3.a

<http://www.sudbury.ma.us>
HousingTrust@town.sudbury.ma.us

December 15, 2016

To: Sudbury Board of Selectmen
From: Lydia Pastuszek, chair Sudbury Housing Trust
RE: Maynard Road project update

I am pleased to provide this update to the Board of Selectmen on the Maynard Road project after months of discussions held in Executive Session. The Trust unanimously voted to complete its Executive Session on the matter on December 12, 2016.

By way of background, the Sudbury Housing Trust purchased this property in 2008, and received a Comprehensive Permit on 11/8/10 (later amended) for the construction of three homeownership units, all to be perpetually affordable through deed restrictions and to count on the Town's SHI. Through two RFP processes, the Trust selected Transformations Inc as the developer and signed a Development Services Agreement (DSA) on 11/10/14. The property was conveyed, with Board of Selectmen approval, to Transformations on 6/25/15, and a Regulatory Agreement was recorded on the property, and building permits were immediately issued.

The Trust maintains a budget of \$870,000 for the project, or \$290,000 for each unit of new construction of permanently deed restricted housing. Of this budget:

- \$325k was spent on property acquisition (purchase, demo, testing, closing)
- \$234k was spent on permitting (through the NOAH developer and beyond)
- \$293k was earmarked to Transformations in the Development Services Agreement (\$190k paid, \$103k remaining)
- \$16k was approved (\$6k paid) as upcharges for changes during construction

The DSA called for a project completion of November 2015, which was extended to May 2016. The May completion was not achieved, and the project was visibly stalled. The Trust took action and proceeded to request and review financial information and other project details from Transformations. Working through Town Counsel, the Trust escalated the concern and notified Transformations in July of its concern in a written memo.

During the summer, the Trust proactively initiated meetings between the developer and the bank (Enterprise Bank provided a construction loan of \$415 to the project), and held several face-to-face meetings, as well as conference calls, and regular email updates. The goal was to forge a path to successful completion –finish construction and sell the units to eligible homeowners at the budget and costs previously planned. This was a shared goal by the bank, and thought to be reasonable as the construction was estimated at 76% complete. Note that while the construction was stalled, there was one contracted P&S on the property, and that buyer is still under contract (with a closing date of April 2017 and the P&S is assignable).

During the discussions, the bank and Trust learned that the developer was engaged in a number of other larger projects (Harvard and Northampton), which required significant resources from the developer. This left a large outstanding payable balance on the

Attachment3.a: SudburyHousingTrust - Maynard Road Update for BoS 12.15.16 (2119 : Sudbury Housing Trust update)

Maynard Road project, which the developer could not cover.

Transformations finally indicated that it was not going to be able to complete the project. So in November, the bank accelerated the loan and forced the issue so the developer defaulted. Transformations, and its President Carter Scott, declared bankruptcy through Chapter 7 on December 9, 2016. The bank then proceeded to foreclose the property, and the auction was held on Wednesday December 14, 2016. The Trust considered whether to take ownership of the property and finish the project, if given the chance. And while the bank was very open to that arrangement, the Trust unanimously voted against that strategy – given the increased costs that public construction brings, and the volunteer nature of the board.

There were five registered bidders at the auction, and the property was purchased for \$350k by the Property Acquisition Group, owned by Michael Diplatzi. Rich Damiano, his partner, was the bidder at the auction and placed a \$10k non-refundable deposit, with no contingencies. This organization has 40B experience, own a separate landscaping company to do the site work, and have developed many properties. It was reported that auctioneer was familiar with them, and said that they are qualified buyers.

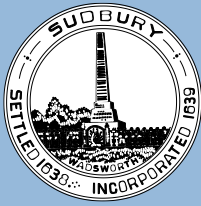
In addition to the outstanding bank loan of \$315k, there is an Injunction by Sudbury Lumber for \$35k and a Statement for \$20k, and the Sudbury Housing Trust has a Lien for \$196k, its payment under the DSA. Normally any excess funds would go to the next creditor secured by the property. Since there may be some questions as to the validity of the liens, this might be a different situation. The bank could file an “Interpleader” case and interested parties like the Lumber company, the bankruptcy Trustee, SHT, etc., would get notice that there are excess funds and can file their claims with the court. This will come after closing, which is scheduled for mid-January (30 days).

From the regulatory framework perspective, the restrictions of the Comprehensive Permit and Regulatory Agreement run with the land, and will stay in force. Both documents must be assigned to the new owner, and the next step is for MassHousing to approve the buyer, then a review with the ZBA. The Comprehensive Permit requires completion by June 2017, so an extension would be sought at the same time.

The Trust will now start work with the new buyer on the project by providing plans, specs and previous design elements, and assist with a smooth transition and help in other ways as needed. The Trust plans to continue to also support the project by locating the eligible buyers through its lottery work. As with all 40B ownership projects in Sudbury, it is assumed that the Town will assume monitoring agent after the initial sale period is complete, such work completed as part of the RHSO contract. Again, the goal is to complete construction, sell to eligible buyers, and keep within established budget.

The Trust will continue further discussions on the project in Open Session as it does not plan on purchasing the property, nor litigating the developer.

The Trust hopes that the project comes to successful completion this spring/summer, and will update the Board as requested.



SUDBURY BOARD OF SELECTMEN
Tuesday, December 20, 2016

MISCELLANEOUS (UNTIMED)
4: January Town Forum discussion

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: January Town Forum discussion

Recommendations/Suggested Motion/Vote:

Background Information:
attached from 12/6 meeting

Financial impact expected:

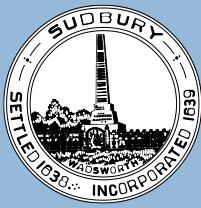
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

12/20/2016 7:30 PM



SUDBURY BOARD OF SELECTMEN
Tuesday, December 20, 2016

MISCELLANEOUS (UNTIMED)

5: Discussion to revise Fairbank Task Force Mission Statement

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion and possible vote to revise the Fairbank Community Center Study Task Force Mission Statement.

Recommendations/Suggested Motion/Vote: Discussion and possible vote to revise the Fairbank Community Center Study Task Force Mission Statement.

Background Information:
See attached

Financial impact expected: not applicable

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

12/20/2016 7:30 PM

Draft for 12.20.2016 Discussion
Fairbank Community Center Study Task Force
Town of Sudbury

Mission:

The Study Task Force is an ad hoc entity established by and reporting to the Board of Selectmen in order to provide an assessment of the capacity of the existing building to meet the current and future program and office needs and goals of the Park and Recreation Department, including the Teen Center and the Atkinson Pool, and the Council on Aging. The Task Force shall advise the Board of Selectmen as to the best options for dealing with space needs within the context of operational and capital budget parameters determined by the Board of Selectmen in consultation with the Study Task Force.

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Deleted: the failing roof on the non-Pool section o Fairbank Community Center in conjunction with a fi master plan. All suggestions and recommendations

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Membership:

The Task Force shall be appointed by the Board of Selectmen and shall be comprised of:

- 1. Up to two members of the Board of Selectmen
2. Up to two members of the Finance Committee
3. Two members of the Park and Recreation Commission
4. Two members of the Council on Aging
5. Up to two members of the Sudbury Public School Committee
6. Up to two members of the Permanent Building Committee
7. The Combined Facilities Director as Ex-Officio
8. Up to three non-committee citizen members
9. The Director of the Park and Recreation Department as Ex-Officio
10. The Director of the Senior Center as Ex-Officio

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Board of Selectmen amended and extended the mi the Task Force to include bringing forth the propos Master Plan at Town Meeting in May 2013, and to i the Sudbury Public Schools administration in the M Plan in 2016, and extends the term of the committe May 31, 2017. The Mission of the Task Force will co research committee for programs and use groups a dissemination of information on behalf of user grou task force will also be charged with the task of priv raising to support the funding for a master plan anc portion of the construction costs. The Task Force v continue working with the Permanent Building Cor with respect to designer selection and developmen Master Plan and Feasibility Study. ¶

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The Task Force will provide a mechanism for thoughtful and public review of the best alternatives for dealing with the current and future use and space needs at the Fairbank Community Center, within reasonable cost and capital cost parameters based on input from the Board of Selectmen, and will bring forth the proposal for a plan at Town Meeting. A quorum consists of a majority of the voting members serving on the Task Force.

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Responsibilities:

In an attempt to develop a recommendation to the Board of Selectmen on roof replacement and future master plan for a Community Center, the Task Force will address the following issues:

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- 1. What future space needs might the Recreation and Council on Aging programs and offices need in the future, and how could those needs be accommodated vis-à-vis the current building footprint? What additions to the building might be required and if so, what are options for those additions? What major sections might need to be changed or redeveloped? How would all these potential building changes be related to the proposed roof replacement? Can a reasonable total square footage number be preliminarily generated for cost estimation purposes?
2. What kind of community center facility have other towns constructed? What is the square footage? Do they include an indoor pool (natatorium)? How much did those facilities cost? How were they financed? How long did the project take from initial design to opening?

Attachment 5.a: Fairbank Community Center Study Task Force Mission Statement 12.16.16_rev (2129) : Discussion to revise Fairbank Task Force

These questions are starting points in the overall goal of developing a plan for the Board of Selectmen and the community on the future plans and needs desired at the Community Center. The committee will be act in an advisory role to the Permanent Building Committee during the procurement process for designer selection, if a project is approved by the Town.

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Staffing: The Town’s Facilities Director will provide some staffing assistance, but Task Force members are expected to conduct the research and gather data as part of their committee service.

Compliance with State and Local Laws:

The Task Force is responsible for conducting its activities in a manner which is in compliance with all relevant State and local laws and regulations including but not limited to the Open Meeting Law, Public Records Law, and Conflict of Interest Law.

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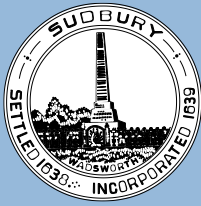
All meetings of the Task Force will be held in public sessions. The Task Force shall keep minutes of all meetings.

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Voted to establish November 7, 2012 by the Sudbury Board of Selectmen. Amended March 12, 2013, July 9, 2013, May 20, 2014, July 14, 2015, 28, 2015, June 28, 2016, August 16, 2016, and December 20, 2016.



SUDBURY BOARD OF SELECTMEN
Tuesday, December 20, 2016

MISCELLANEOUS (UNTIMED)

6: Moratorium on marijuana

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion on moratorium on marijuana

Recommendations/Suggested Motion/Vote: Discussion on moratorium on marijuana

Background Information:

Financial impact expected:

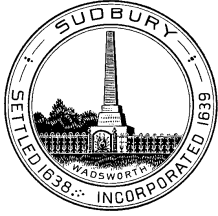
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

12/20/2016 7:30 PM



TOWN OF SUDBURY

Office of the Town Manager

www.sudbury.ma.us

278 Old Sudbury Road
Sudbury, MA 01776-1843

978-639-3381

Fax: 978-443-0756

Email: townmanager@sudbury.ma.us

Melissa Murphy-Rodrigues, Esq.
Town Manager

To: Honorable Board of Selectmen

From: Melissa Rodrigues, Esq

RE: Item 6

As you know, on December 15, personal recreational growing and use of marijuana became legal for a person at least 21 years old. Additionally, starting in October 2017, licenses will be become available for recreational marijuana establishments. A marijuana establishment is defined to include a "marijuana cultivator, marijuana testing facility, marijuana product manufacturer, marijuana retailer or any other type of marijuana related business." Certain types of local control are allowable under the statute.

Local Control Options

-Ordinances and Bylaws regulating time, place and manner of operations of marijuana establishments. Regulation cannot be "unreasonably impracticable". The bylaw would need to be adopted at Town Meeting.

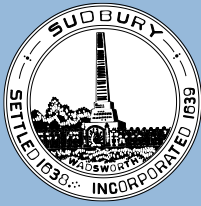
- The act also authorizes imposition by bylaw by a vote of the voters in the Town of additional limitations on recreational marijuana establishments. This means at a Town election.

The following topics could be regulated at Town Election.

1. Prohibiting the operation of one or more types of marijuana establishments within the municipality.
 - a. Currently this is being read as a total ban, however final regulations released by the state may further clarify.
2. Limiting the number of marijuana retailers to fewer than 20 percent of the number of licenses issued within the municipality for retail sale of alcoholic beverages. (We have 7).
3. Limiting the number of any type of marijuana establishment to fewer than the number of medical marijuana treatments centers registered to engage in the same type of activity in the town.

Moratorium

Towns may adopt a zoning bylaw establishing a moratorium on the locating of recreational marijuana establishments to allow time to study the issue and develop appropriate bylaws. These moratoriums typically are allowed for one year.



SUDBURY BOARD OF SELECTMEN
Tuesday, December 20, 2016

MISCELLANEOUS (UNTIMED)

7: Da Vinci Bistro Common Victualler License Application

REQUESTOR SECTION

Date of request:

Requestor: Dariusz Zywna, Owner, Da Vinci Bistro

Formal Title: As the Licensing Authority for the Town of Sudbury, vote to approve a new Common Victualler License for Da Vinci Bistro, 457 Boston Post Road, as requested in an application dated December 5, 2016, subject to conditions put forth by the Fire Department and Building Department.

Recommendations/Suggested Motion/Vote: Vinci Bistro, 457 Boston Post Road, as requested in an application dated December 5, 2016, subject to conditions put forth by the Fire Department and Building Department.

Background Information:

Application and department approvals attached. Liquor license has already been approved.

Financial impact expected:\$50 Common Victualler License Fee

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

12/20/2016 7:30 PM



Town of Sudbury

Office of Selectmen
www.sudbury.ma.us

Flynn Building
278 Old Sudbury Rd
Sudbury, MA 01776-1843
978-639-3381
Fax: 978-443-0756
Email: selectmen@sudbury.ma.us

APPLICATION FOR COMMON VICTUALER & ENTERTAINMENT LICENSE

Please complete this application form and return to the Selectmen's Office, along with all required materials listed below. Please review your plans with the Building Inspector, Health Director and Fire Chief **before** submitting your application.

TO THE LICENSING AUTHORITY
SUDBURY, MASSACHUSETTS

Name of applicant: Da Vinci Bistro LLC

Address of applicant: 457 Boston Post Road, Sudbury

Phone: 

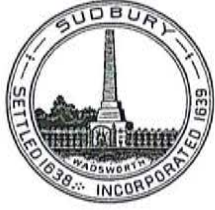
Email: 

Business Name: Da Vinci Bistro

Business Address: 457 Boston Post Road, Sudbury

Please enclose the following documents with your application:

- Completed Tax Attestation (form attached)
- Evidence of compliance with the Worker's Compensation Act requirement to provide workers' compensation insurance for employees. (A copy of the policy or a certificate of insurance is satisfactory.)
- Background information relative to the corporation. If applicable, articles of incorporation, including, names of principals of corporation, number of restaurants owned, etc.
- Floor plan: detailing plan of rooms, their use, restroom locations, exits, seating arrangements, as well as showing cooking and service area (seating capacity must be obtained from the Building Inspector).
- Whether any changes in the premises, structural or expansion, are planned.
- A dated letter from the present business owner stating the effective date of new ownership.



Town of Sudbury

Office of Selectmen
www.sudbury.ma.us

Flynn Building
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978-639-3381
Fax: 978-443-0756
Email: selectmen@sudbury.ma.us

- A copy of the lease agreement between the property owner and the business owner.
- Application Fee: Common Victualler License = \$50
Entertainment License = \$50 (if applicable)
Provide one check payable to *Town of Sudbury*.

APPLICATION FOR ENTERTAINMENT LICENSE

Entertainment licenses are required for live entertainment (not tv and radio) that occurs Monday – Saturday. A separate license is required for entertainment on Sunday.

TYPE OF ENTERTAINMENT: None

DAYS & HOURS OF ENTERTAINMENT: None

In accordance with M.G.L. c.140, I hereby request a Common Victualler license, to be presented within the premises herein described.

11/30/16
Date

[Signature]
Applicant Signature

Please submit completed application and materials to:
Board of Selectmen, 278 Old Sudbury Rd, Sudbury, MA 01776

RECEIVED
BOARD OF SELECTMEN
SUDBURY, MA
2016 DEC - 5 P 12: 34

CERTIFICATE OF TAXES/TAX ATTESTATION

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under penalties of perjury that Da Vinci Bistro LLC has/have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

81-2234489
Social Security Number, or
Federal Identification Number

Da Vinci Bistro LLC
Signature of Individual, or
Corporation Name

11/30/16
Date

By: Dariusz Zygorski Owner
Corporate Officer & Title (if applicable)

AFFIX CORPORATE SEAL

DA VINCI *Bistro*
457 Boston Post Road
Sudbury, MA 01776

November 30, 2016


To Whom It May Concern,

Please note that as of the date noted above we do not have a worker's comp policy set up as we do not yet have any employees or an ongoing payroll, however we will have a policy in effect to be deducted with the payroll once it is set up. We will be able to provide a certificate of insurance at that time.

We are also not going to make any changes to the floor plan other than the one that is submitted, which has also been submitted to the building department for review and approval.

The effective date of ownership of the restaurant space is May 16, 2016, which is also the effective date of the provided lease. The restaurant is still under construction and is due to open in early January, 2017.

Thank you.



Dariusz Zywna
617-834-0915

DINING AREA / 70 SEATS	
1	HOSTES. STAND
2	BAR
3	COFFE BAR
4	BREAD BAR
5	CUSTOM SHELVES
6	CUSTOM SHELVES
7	OPEN SERVICE COUNTER

NOTA:

① REMOVE EXISTING DOOR CLOSE THE OPENING AND FINISH TO MACH EXTERIOR OF THE BUILDING	⑦ EXISTING BATHROOM TO REMAIN WITH NEW PLUMBING, TILES, SINKS AND TOILETS
② ENCLOSE COVER AREA AND INSTALL NEW DOOR AND TWO NEW WINDOWS	⑧ NEW KITCHEN EQUIPMENT AND NEW PLUMBING
③ REMOVE EXISTING WINDOW AND INSTALL NEW ENTRANCE DOOR	⑩ NEW FLOORING
④ BUILD NEW WALL WITH THE OPENING FOR PAST THRU WINDOW	⑪ NEW OPENING OPEN SERVICE COUNTER
⑤ BUILD NEW BAR WITH NEW PLUMBING	
⑥ REMOVE EXISTING WINDOW AND CLOSE THE OPENING	

LEGEND

① OVEN	⑦ OVEN	⑬ PASTA MACHINE	⑲ SINK
② PREP. S STEEL TABLE	⑧ FRYER	⑭ DESERT STATION	⑳ GRILL STATION FRIDGE
③ GRILL	⑨ PREP. S STEEL TABLE	⑮ FREEZER	㉑ FRIDGE
④ STOVE	⑩ OVEN	⑯ SINK	㉒ DISHWASHER
⑤ STOVE	⑪ GRILL	⑰ SALAD STATION	
⑥ PASTA COOKER	⑫ COOKING POT	⑱ PASTA FRIDGE	

NOTE:
 CONTRACTOR SHALL PERFORM ALL WORKS
 IN COMPLIANCE WITH THE COMMONWEALTH
 OF MASSACHUSETTS LATEST EDITION OF THE
 BUILDING CODE, THE BUILDING BOARD
 OF STANDARDS AND REGULATIONS AND THE
 CITY OF SUDBURY ORDINANCES.

PROJECT:
 DAVINCI BISTRO

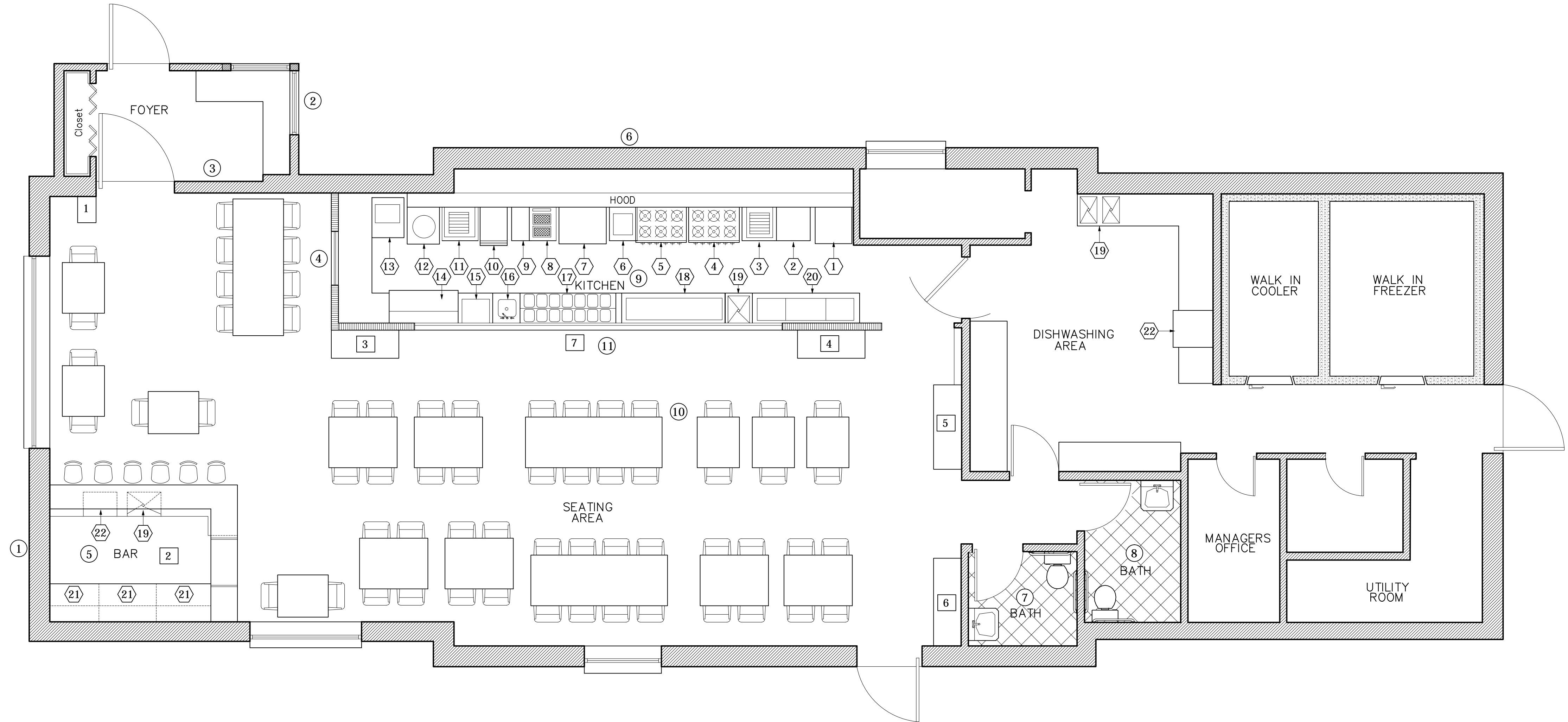
LOCATION:
 SUDBURY, MA BOSTON POST RD

OWNER:
 PETITIONER:
 DRAWN ON DATE: 06/09/2016
 DRAWN BY: GILBERTO JIMENEZ
 REVISED BY: MDJ INCORPORATED
 APPROVED BY: MDJ INCORPORATED

STAMP

LEGEND

	EXISTING WALLS
	PROPOSED NEW NON BEARING WALL



NOTE:
 CONTRACTOR SHALL PERFORM ALL WORKS
 IN COMPLIANCE WITH THE COMMONWEALTH
 OF MASSACHUSETTS LATEST EDITION OF THE
 BUILDING CODE, THE BUILDING BOARD
 OF STANDARDS AND REGULATIONS AND THE
 CITY OF SUDBURY ORDINANCES.

PROPOSED FLOOR PLAN
 SCALE: 1/4"=1'-0"

FLOOR PLAN	A-1
SCALE: 1/4"=1'-0"	SHEET 1/1

Da Vinci Bistro Common Victualler License Application Department Feedback

Board of Health Approval:

From: Murphy, Bill
Sent: Wednesday, December 14, 2016 3:07 PM
Subject: RE: New CV License Application: Da Vinci

Mark Herweck and I were discussing the slow pace of this project. **THEY ARE COMPLYING WITH ALL OF OUR REQUESTS** and I anticipate a food service permit will be issued eventually.

William C. Murphy, MS,RS,CHO
Director of Public Health

Building Department Approval:

From: Herweck, Mark
Sent: Wednesday, December 14, 2016 3:26 PM
Subject: RE: New CV License Application: Da Vinci

Hi Leila, The restaurant is still under construction and not ready for occupancy. I need Fire Department and Board of Health approvals before I will do my final inspections and issue a C.O. I **AM SURE THEY WILL BE ABLE TO COMPLY** but there is a lot of work that is not done.

Thank you,
Mark H.

Fire Department Approval:

From: Whalen, John
Sent: Monday, December 12, 2016 8:17 AM
Subject: RE: New CV License Application: Da Vinci

Hello Leila,

The Fire Department has **NO ISSUES** with this application.
The Fire Department will be conducting inspections before the opening of this location.

John M. Whalen
Assistant Fire Chief

Police Department Approval:

From: Nix, Scott
Sent: Tuesday, December 13, 2016 3:20 PM
Subject: RE: New CV License Application: Da Vinci

Leila,

The police department **DOES NOT HAVE AN ISSUE** with the license. Thank you.

Respectfully,
Scott Nix
Chief of Police



SUDBURY BOARD OF SELECTMEN
Tuesday, December 20, 2016

MISCELLANEOUS (UNTIMED)

8: BFRT - add associate members

REQUESTOR SECTION

Date of request:

Requestor: Selectman Len Simon

Formal Title: Discussion and possible vote to amend the membership of the Bruce Freeman Rail Trail Design Task Force to include associate memberships, as requested by Selectman Simon, and to appoint John McQueen, 265 Hudson Road, John Hinks, 83 Belcher Drive, and Glenn Pransky, 102 Barton Drive, as Associate Members, for terms ending May 31, 2017.

Recommendations/Suggested Motion/Vote: Discussion and possible vote to amend the membership of the Bruce Freeman Rail Trail Design Task Force to include associate memberships, as requested by Selectman Simon, and to appoint John McQueen, 265 Hudson Road, John Hinks, 83 Belcher Drive, and Glenn Pransky, 102 Barton Drive, as Associate Members, for terms ending May 31, 2017.

Background Information:

Requested agenda item by Len Simon: Adding a category of Associate Member to the Bruce Freeman Rail Trail design Task Force and to appoint Associate Members.

Financial impact expected:n/a

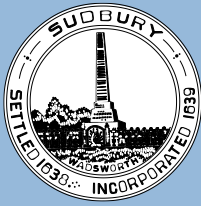
Approximate agenda time requested: 10 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

12/20/2016 7:30 PM



SUDBURY BOARD OF SELECTMEN
Tuesday, December 20, 2016

MISCELLANEOUS (UNTIMED)

9: Discuss transfer station budget

REQUESTOR SECTION

Date of request:

Requestor: Town Manager Rodrigues

Formal Title: Discussion on the Transfer Station budget and fees

Recommendations/Suggested Motion/Vote: [Discussion on the Transfer Station budget and fees](#)

Background Information:

Financial impact expected:

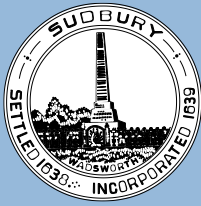
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

12/20/2016 7:30 PM



SUDBURY BOARD OF SELECTMEN
Tuesday, December 20, 2016

MISCELLANEOUS (UNTIMED)

10: Citizen's Comments (Cont)

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Citizen's Comments (Cont)

Recommendations/Suggested Motion/Vote: Citizen's Comments (Cont)

Background Information:

Financial impact expected:

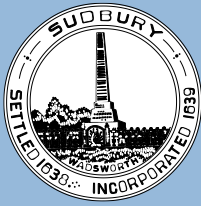
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

12/20/2016 7:30 PM



SUDBURY BOARD OF SELECTMEN
Tuesday, December 20, 2016

MISCELLANEOUS (UNTIMED)

11: Future agenda items

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discuss future agenda items

Recommendations/Suggested Motion/Vote: Discuss future agenda items.

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

12/20/2016 7:30 PM



SUDBURY BOARD OF SELECTMEN
Tuesday, December 20, 2016

CONSENT CALENDAR ITEM

12: Approve contract for engineering services

REQUESTOR SECTION

Date of request:

Requestor: Dan Nason, DPW Director

Formal Title: Vote to approve a contract with Vanasse Hangen Brustlin, Inc. (VHB), based on its proposal dated November 30, 2016, to conduct an asset management system study/plan focusing on existing pavement, sidewalk, and guardrail system, as requested by Dan Nason, DPW Director.

Recommendations/Suggested Motion/Vote: Vote to approve a contract with Vanasse Hangen Brustlin, Inc. (VHB), based on its proposal dated November 30, 2016, to conduct an asset management system study/plan focusing on existing pavement, sidewalk, and guardrail system, as requested by Dan Nason, DPW director.

Background Information:

See proposal for Asset Management System Study. The assessments and inventories will enable the DPW to identify and prioritize the replacement or upgrades to our guardrails, sidewalks and roadways.

Financial impact expected: Estimated cost \$49,950 to be from with Chapter 90 funds

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

12/20/2016 7:30 PM



November 30, 2016

Ref: 83264.16

Mr. Dan Nason
 Town of Sudbury
 Director of Public Works
 275 Old Lancaster Road
 Sudbury, MA 01776

Re: Asset Management System Study - Pavement, Sidewalk, and Guard Rail

Dear Mr. Nason:

Vanasse Hangen Brustlin, Inc. (VHB) is pleased to provide the following proposal for conducting an Asset Management System Study for the Town of Sudbury. Initially, the study will focus on Pavement, Sidewalk, and Guard Rail Systems currently in use in the Town. VHB has successfully implemented pavement management systems for over 100 municipalities throughout New England as well as other geographies, and has had great success in helping them to prioritize pavement improvements, improve network wide pavement conditions, and justify roadway funding levels to town boards, commissions and citizens.

Proposed Scope and Fees:

1.0 Pavement Management Database Development

VHB will first begin to develop the Town's pavement management database by pulling together available data sources, such as Town or state maintained GIS (Geographic Information System) roadway layers including pavement centerline, town street lists, MassDOT roadway inventory files, pavement repair history listings, and other roadway data as available.

VHB will then create a GIS "Route System" which is a pavement centerline map with a linear referencing system upon which the pavement inventory mapping will be built. The best available roadway centerline file as determined by VHB and the Town will be used as the basis of the route system.

VHB will then pre-populate a pavement management database with available roadway data, in preparation for the field data collection phase.

Union Station, Suite 219
 2 Washington Square
 Worcester, Massachusetts 0160
 P 508.752.1001
 F 508.752.1276

Engineers | Scientists | Planners | Designers

Town of Sudbury
 Ref: 83264.16
 November 30, 2016
 Page 2



VHB will further develop the pavement management database network in the field by confirming the street list and creating pavement management segments based on pavement condition, geometry, and other factors. For each pavement management segment, a number of attributes will be recorded including pavement type, functional classification, curbing type and reveal where present, and width.

VHB will perform pavement condition ratings on the road network. Ratings will be done using the RoadManager™ rating system in which the extent and severity of 9 classes of pavement distresses are measured in the field. Based on the observed distresses, a Pavement Condition Index (PCI) is calculated for each pavement segment. The survey data will be entered into the Town's new pavement management database. A minimum of 10% of the data collected will be field checked by a senior level pavement engineer for quality assurance.

Task	Estimated Task Cost
Create GIS Route System and Prepopulate Database	\$1,200.00
Pavement Condition Ratings (Estimated 140 miles)	\$26,600.00
	\$27,800.00

2.0 Sidewalk Inventory

For all roads evaluated in the pavement management inventory, VHB will evaluate the roadsides for the existence of sidewalk and curbing and develop a GIS mapped inventory. The inventory will include a record for each side of the road segmented at intersections. The inventory may be further segmented where sidewalk condition or material changes exist mid-block but segments will not be broken at changes in curb type. Each segment will be evaluated for:

- Presence of sidewalk (Yes/No)
- Sidewalk Material
- Sidewalk Condition (Excellent/Good/Fair/Poor)
- Estimated Percentage of Area Needing Repair
- Length
- Average Width
- Curb Material/Type
- Terminus Types (Ramp Type, Continuous, etc.)

The Town will provide VHB with direction and appropriate data sources so that sidewalks can be attributed and prioritized based on usage and or proximity to high traffic generators (schools, commercial zones, etc.). VHB will then prepare prioritized lists and high level cost estimates for sidewalk improvements. Summaries of sidewalk material and condition will be included in the project report.



Task	Estimated Task Cost
Sidewalk Inventory and Reports	\$9,000.00

3.0 Guard Rail Inventory

VHB will develop an inventory of town guard rail, and assist in the development of an improvement schedule.

VHB will review the types of guard rail currently in use and develop a rating system with the town. VHB will then drive each Town road in Sudbury, inventory and rate all guard rails visible from the roadway. All inventoried guard rail will be geo-located using ArcGIS and GPS technologies. The inventory and assessment data will be stored in a GIS database, such that each feature is mapped and easily integrated into the Town's GIS. For each feature, the Street Name, location reference (Pole, address, or station), Type, Material, Length, and Condition will be recorded.

VHB will produce PDF maps and Excel listings of the guard rail inventory. The excel reports will include cost estimates for repair, and prioritization based on condition and functional class of the roadway. Summaries of the collected data will also be included in the project report.

Task	Estimated Task Cost
Guard Rail Inventory and Reports	\$5,500.00

4.0 Meetings, System Configuration, Analysis, and Reporting

VHB will attend up to four on-site project meetings. The first meeting will be a project kickoff meeting at which details of the field evaluation process will be discussed as well as a review of the scope, schedule, and goals of the project. The second meeting will be a review of the initial findings and a review of the pavement repair strategy. This will include a discussion of the pavement maintenance and rehabilitation alternatives to be considered as part of the pavement management plan. The third and the fourth meetings will include a review of a multi-year pavement maintenance and rehabilitation plan, and may include field visits to ground-truth project candidate roadways.

VHB will configure the town's pavement management system to match decision making criteria and repair strategies and costs as discussed at the pavement repair strategy review meeting.

VHB will perform analysis and develop a project report which includes Town-wide Pavement Condition Index summaries, repair backlog summaries, and budget analysis projections.

Town of Sudbury
 Ref: 83264.16
 November 30, 2016
 Page 4



A multi-year list of candidate projects driven by a cost-benefit prioritization will be developed. Up to three years of this project list will be reviewed and ground-truthed after review and modification by the town and through discussion at the meetings as described above.

Task	Estimated Task Cost
Meetings (4) and Project Coordination	\$2,400.00
Analysis and Reporting	\$3,800.00
	\$6,200.00

5.0 Pavement Management System and Support

VHB will maintain a live copy of the town's pavement management system on VHB servers for at least one year from completion of the above scope. VHB will reserve up to 10 hours to provide on-call support services in relation to the pavement management system. Support may include revised analysis/reporting and pavement management plans and/or pavement management consultation.

Task	Estimated Task Cost
On-call Support	\$1,450.00

Cost Summary

Task	Fee
1.0 Pavement Management Database Development	\$27,800.00
2.0 Sidewalk Inventory	\$9,000.00
3.0 Guard Rail Inventory	\$5,500.00
2.0 Meetings, System Configuration, and Reporting	\$6,200.00
3.0 System Support	\$1,450.00
Total Estimated Cost	\$49,950.00

Attachment12.a: VHB Sudbury PvmtMgmt letter proposal 11_30_16 (2128 : Approve contract for engineering services)

Town of Sudbury
Ref: 83264.16
November 30, 2016
Page 5



With the anticipated start date for this project during the winter of 2016-2017 and potential for weather related delays, VHB anticipates field data collection would be completed by April/May, with analysis and reports delivered in June/July of 2017.

Please do not hesitate to contact us with any questions or comments about this proposal. We look forward to working with the Town of Sudbury on this important Asset Management project.

Sincerely,

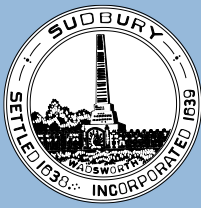
A handwritten signature in black ink, appearing to read "Lance Baden".

Lance Baden

Project Manager- Pavement and Asset Management Services
Lbaden@vhb.com

A handwritten signature in blue ink, appearing to read "John J. Bechard".

John J. Bechard, P.E.
Sr. Principal & Managing Director



SUDBURY BOARD OF SELECTMEN
Tuesday, December 20, 2016

CONSENT CALENDAR ITEM

13: Minutes approval

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to approve the regular session minutes of 12/6/16.

Recommendations/Suggested Motion/Vote: Vote to approve the regular session minutes of 12/6/16.

Background Information:

Financial impact expected:

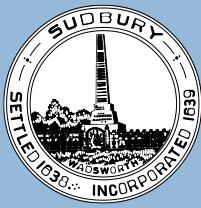
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

12/20/2016 7:30 PM



SUDBURY BOARD OF SELECTMEN
Tuesday, December 20, 2016

EXECUTIVE SESSION

14: Executive Session Wayside Inn

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to enter executive session to consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body (Wayside Inn property), pursuant to General Laws chapter 30A, §21(a)(6).

Recommendations/Suggested Motion/Vote: Vote to enter executive session to consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body (Wayside Inn property), pursuant to General Laws chapter 30A, §21(a)(6).

Background Information:

Financial impact expected:

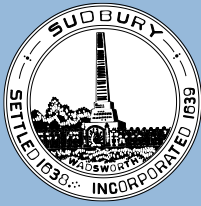
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

12/20/2016 7:30 PM



SUDBURY BOARD OF SELECTMEN
Tuesday, December 20, 2016

EXECUTIVE SESSION

15: End Exec Session

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to end Executive Session and not return to Open Session.

Recommendations/Suggested Motion/Vote: Vote to end Executive Session and not return to Open Session.

Background Information:

Financial impact expected:n/a

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Barbara Saint Andre	Pending
Susan N. Iuliano	Pending
Board of Selectmen	Pending

12/20/2016 7:30 PM