

TOWN OF SUDBURY COMMUNITY PRESERVATION COMMITTEE

PROJECT SUBMISSION FORM

Submitter: Bill Braun

Submission Date: October 31, 2008

Group or Committee Affiliation (if any):

Submitter's address and phone number:

148 North Road
Sudbury, MA 01776
Cell: 978-875-0388

Purpose (please select all that apply):

Open Space
Community Housing
Historic
Recreation

Submitter's email address: b.braun@mindspring.com

Project Name: Frost Farm Rehabilitation

Project Description: Work on Frost Farmhouse outside of Frost Farm Agreement

Costs:

Fiscal Year	Total Project Cost	CPC Funds Requested	Other Funding Sources (amount and source)
2010	\$200,000	\$33,166	Applicant, Town of Sudbury
2011			
2012			
2013			
2014			
Total			

How does this project meet the General Criteria and Category Specific Criteria for CPC projects (see attached)?

Preserves structure with historical and landmark value

Does this project fall within the jurisdiction or interest of other Town Boards, Committees or Departments? If so, please list the boards, committees or departments, whether applications and/or presentations have been made, and what input or recommendations have been given.

Legal, Planning, Building, DPW -- All are familiar

For Community Preservation Committee Use:

Form Received on: _____

Project Presented to CPC on: _____

Reviewed by: _____

Determination: _____

CPC Proposal Frost Farm Rehabilitation

Proposal Abstract

Although it is not formally an historical structure, the Frost Farmhouse located at 148 North Road has considerable historical value to the town, in particular to the residents of the surrounding Frost Farm Village. For that reason, the Board of Selectmen issued a request for proposals and subsequently entered an agreement with the present applicant to occupy and rehabilitate the structure. A copy of that agreement is attached to this proposal as Appendix I.

The farmhouse is a stately structure constructed in the early 1900's. It once sat on a parcel of land in excess of 100 acres, along with several farm structures and other dwellings before the property was sold to Sperry in the late 1960's. The Frost Farmhouse is the last remaining structure of the prior farm. Since repurchase by the town, most of the property has been placed in conservation, and considerable investment has been made in development and renewal of the remainder. In addition to the Frost Farm Village and the Northwoods complex, Cummings Properties, owners of the prior Sperry facility are in the process of completing a 65,000 square foot addition to their office building. A brief history and early photographs of the Frost Farm, compiled by Barbara and Adolph Bahlkow of Frost Farm Village, is included with this proposal as Appendix II.

To preserve the integrity of the structure, restore its landmark appearance and enhance its utility as a present-day dwelling, several tasks are required that were not contemplated or fully covered in the rehabilitation agreement. These are summarized as follows, and explained subsequently in this proposal. Photographs of pre-existing conditions, work in progress, and remaining needs are included as Appendix III.

Category/Item	Included in Original Proposal	Additional	Status	Approximate Incremental Cost ¹
1. Foundation				
Concrete footings	Footings for support columns	Shorings for existing rubble foundation	Complete	\$1,450
Perimeter Drains	NI	200 ft.	Complete	\$960
Shed-roof addition	NI	Foundation, framing & roof	Complete	\$2,800
2. Exterior				
Replace Windows	1 ²	33 ²	13 Done ²	\$8,250 ²
Replace sheathing & siding	200 sq. ft. - Bottom 2 ft. over rotted studs and plates	2,382 sq. ft. - Replace siding overall	Pending	\$7,146
Replace exterior trim	Rotted or damaged window & door casings & sills	Fascia, rake trim, frame & panel corner boards, skirt boards and frame & panel insets	Pending	\$3,500
Rebuild previously removed front entry	Optional	Granite base, framing, roofing & trim	Pending	\$3,700
3. Plumbing	NI	Replace water and waste	Complete	\$600
4. Energy Efficiency				
a. Insulation	NI	Insulate attic, basement & walls without insulation	Pending	\$1,560
b. Boiler	NI	Replace aged oil boiler with high-efficiency gas unit ³	In Progress	\$3,200 ³
Total Request				\$33,166

NI: Not Included

¹Materials only, except as noted.

²Excludes 19 windows purchased for replaced east and west wings and kitchen bump-out.

³Boiler @ \$900 + required installation by licensed plumber

CPC Proposal Frost Farm Rehabilitation

Status of Agreement Work

Following is a summary of the status of work underway pursuant to the present Frost Farm Agreement, with reference to the Proposal included as part of the Agreement:

Proposal Reference	Activity	Status or Expected Completion
I.A.	Plumbing and electrical systems check	Complete
I.B.	Roof Replacement	Complete
I.C.	Grade Adjustment	Complete to sub-grade
I.D.	Rot	Complete
I.E.	Front entrance doorway	Complete
I.F.	East and North Sides	Complete except siding & trim
NI	Replace east side wing	Complete except siding & trim
I.G.	Replace west side wing	June, 2009
	Foundation	Complete
	Floor framing	Complete
I.H.	Miscellaneous: repair basement door and second-floor bathroom door; add house number	Complete
II.A.	Exterior: Replace any rotted or defective sills, clapboards, fascias or trim	Pending; new windows and re-siding proposed
	Bluestone walk	Replaced by circular driveway – complete
	Construct sun porch/breakfast room on North side of kitchen	Replaced by new east wing – Complete as noted above
II.B.	Dwelling Interior: Finish fourth bedroom; paint & replace wallpaper	Pending
II.C.	Refurbish existing garage	Pending
NI	New garage	Foundation in place
III.A.	Basement	Complete

To date, approximately \$75,000 have been expended by the applicant on materials, labor by others and equipment rental, and substantial progress has been made. In some cases work has been performed out of the planned sequence because it was prerequisite; for example, it was found that replacement of the footings and supports in the basement was necessary to level and stabilize the structure prior to repair of structural rot.

Explanation of Additional Work

1. Foundation:

Earlier in its history, the house had integral roof gutters which drained into underground terra cotta piping that carried the roof run-off away from the foundation. Later, the gutters were roofed over and the downspouts removed. When the old concrete floor was removed, water infiltration was noted at the base of the stone foundation. To remedy the potential instability, concrete shorings, locked into place by the new concrete basement floor, as well as exterior perimeter drains were installed. In addition, a shed-roofed enclosure housing a new exterior basement stairway entrance was built between the two north wings. This re-directs runoff from the three converging roofs away from the foundation. The base of the foundation and the basement are now dry, even with the excessive recent rain of the past summer.

CPC Proposal Frost Farm Rehabilitation

2. Exterior:

Winds at the farmhouse site are appreciably stronger than elsewhere in Sudbury, and leaky windows are a problem. Thirty of the 33 window frames and casings were original, typically single-pane, conventionally-glazed, counterweight units with little thermal efficiency. Many of these have split or badly weathered sills and casings, and need re-glazing. Earlier, double-glazed replacement sashes were installed in the original frames on the front of the house, but these were not highly effective due to imperfect fit in the original frames. Storm windows were added to combat persistent draftiness. The Applicant has replaced thirteen of these with similar-style Andersen units, as part of on-going repairs to the main structure. In addition 19 Andersen windows have been purchased, 10 of which have been installed in the new east wing and kitchen bump-out, with the remaining 9 to be installed in the new west wing. In view of the type and condition of the original windows, and the number of windows that required replacement during the structural work, it seems to make sense to replace all the windows with matching energy-efficient windows.

A similar situation occurs with siding. To repair rot which was prevalent at the sills and where the roofs of the two side structures, and the prior front portico, and rear kitchen porch joined the main structure, removal of most of the original pine clapboard siding and the sheathing on the front and on the rear of the kitchen wing was required. The new structures will be sided with pre-painted, fireproof Hardi-board siding. In view of the overall condition of the original siding and the unexpectedly large portion that required removal, it is proposed to re-side the entire house with Hardi-board siding.

Much of the exterior trim is in the same condition as the siding and much of it had to be removed to repair underlying rot. The proposal is to replace trim in the same motif as the original, preserving the corbels and dentil molding. Trim for newly-constructed sections will also follow the style of the original structure as much as possible.

The farmhouse originally had a portico structure sheltering the front door, and replacement of this structure is advisable. The base will be a single granite slab, and the structure will be complementary in style to the rest of the dwelling.

3. Plumbing:

Structural work in the basement required replacement of the waste system and much of the potable water and forced-hot-water heat plumbing. Low-hanging cast iron soil pipe was replaced by PVC, and CPVC potable water piping was replaced by PEX. Copper hot water heat piping was replaced by copper.

4. Energy Efficiency:

The attic and basement overhead are presently un-insulated. In addition, many walls lack insulation. It is proposed to insulate the attic and basement with Kraft-backed R-30 fiberglass insulation, and the walls with Kraft-backed R-13 fiberglass or equivalent, so as to conserve energy.

The present oil-fired boiler apparently replaced the original mammoth cast iron boiler that has been removed. The age of the boiler is not known, but Interstate Gas and Oil, who have serviced the boiler, report that it has been in place for many years. At present, natural gas heat is approximately 40% less expensive than oil. Under a National Grid promotion, arrangements have been made to supply natural gas service to the house and install a boiler supplied at a deep discount. The \$1,300 cost to supply gas to the house has been paid by the town as part of an overall conversion to gas. The cost of the boiler and its installation are the responsibility of the Applicant. The cost of a high-efficiency boiler is about \$900. Materials and labor for installation are expected to cost approximately \$2,300.

CPC Proposal
Frost Farm Rehabilitation

This proposal relates only to work that was not part of the Frost Farm Agreement, and is considered necessary to rehabilitate and restore the structure. Other work performed at the occupant's discretion, such as construction of a new garage, are not included in this proposal. Available energy-saving credits have not yet been included.

FROST FARM HOUSE AGREEMENT

WHEREAS, the Town of Sudbury has issued a Request for Proposals, dated August 17, 2007, seeking a qualified individual or entity to enter into an agreement to undertake rehabilitation through repairs and renovation of the Town-owned property known as the Frost Farm House, located at 142 North Road, Sudbury; and

WHEREAS, the Town has received a proposal dated September 26, 2007, from William G. Braun (hereinafter "Braun"), setting forth his qualifications, schedule for performance, and details of the proposed rehabilitation; and

WHEREAS, the Town has reviewed Braun's proposal and finds it responsive to the Town's needs and confirms Braun's representation that he is qualified to undertake and perform such rehabilitation and to provide the labor and material at his own expense except where specifically provided otherwise by the terms of this agreement;

WHEREAS, the Town accepts the terms of Braun's proposal with certain exceptions and/or qualifications provided herein and hereinafter set forth;

NOW THEREFORE, the Town and Braun agree as follows:

1. Braun will obtain such licenses and permits, with the Town's consent, that will allow him to initiate the work described in the RFP and Proposal upon execution of this Agreement, without further personal licensure. The Town will not charge for permits or inspection services under its jurisdiction.
2. The Town agrees to remove materials and equipment stored in the garage and Braun is allowed to use the garage for tools, shop equipment and materials necessary for the rehabilitation project. Notwithstanding this allowed use, no parking or other use is allowed in the area in front of the garage doors reserved for public parking.
3. Braun will supply all labor, equipment, and materials required for the rehabilitation.
4. Town will provide equipment and labor for all grading and excavation necessary to complete the project, including removal of trees, soil and concrete as necessary.
5. Town will take responsibility for cartage and disposal of waste from demolition during the course of the project, including the provision of rolloffs. The Town, in its sole discretion will determine the frequency of debris removal.
6. Braun shall be responsible for all fuel, electricity, telephone, and other utilities which are provided or are to be provided to the premises, except that the Town shall be responsible for supplying a full tank of heating oil at the commencement of the project and shall provide additional heating oil as required through May 2008. Town shall be responsible for water supply to the premises.
7. Braun shall be responsible for all maintenance, including furnace repair, and all landscape maintenance and snowplowing. Town shall be responsible for maintenance of the septic system. Braun shall be responsible for personal rubbish removal.

8. Braun shall be required and permitted to make the improvements to the premises described in the proposal in conformance with the requirements of the Town's Building Department.
9. Braun shall be permitted to use the premises for a period of ten (10) years, in accordance with the RFP and Braun's proposal, with an option to extend and use the property subsequent to the initial ten-year rehabilitation period with the Town's approval and in its sole discretion.
10. No later than six months prior to the conclusion of the ten-year rehabilitation period, the Town and Braun shall meet to discuss the transformation of the ten-year rehabilitation agreement to allow Braun to continue to occupy said premises for an additional period, payment for which shall be based upon a 2 ½% increase in the established basis set forth in Braun's proposal in the first year of such additional period and a 2 ½% increase in each of any following years and/or the provision of additional rehabilitation work, if necessary, in the Town's sole discretion.
11. If unforeseen circumstances require Braun to terminate occupancy during the ten-year rehabilitation period or any additional period, Braun shall have the right to lease the Premises for the remainder of that term, subject to approval by the Town of the proposed tenant and the terms of the lease, and subject to Braun acting as the Town's property manager, responsible for completion, by himself, tenants or others, of any remaining work including maintenance and upkeep.
12. In the case of Braun's death or disability during the initial ten-year rehabilitation period, Braun and/or Braun's surviving spouse may be permitted full use of the premises for a period of 5 years from the date of Braun's death or disability, irrespective of the point during the rehabilitation period at which the death or disability occurs on the condition that the Town deems the agreed upon work has been completed or Braun or his spouse performs said work or pays the monthly amounts set forth in the established basis set forth in Braun's proposal. Credit will be given for the work performed and approved as set forth in the approved quarterly reports. Notwithstanding the foregoing, occupation of the premises in accordance with this paragraph shall not be allowed unless the Town, in its sole discretion, determines that the premises may be safely occupied. During any subsequent rehabilitation period, Braun's spouse will be permitted full use of the premises as provided in this section for 3 years following Braun's death or disability upon payment of the amounts set forth or referred to in paragraph 10 above. At the end of any period of allowed use following Braun's death or disability, Braun's spouse will have the option to make payments as set forth in Braun's proposal, and as provided in Paragraph 10, above but subject at all times to the provisions of paragraph 9 above. In the event that the implementation of this paragraph is required, Braun's children, now living shall be allowed to occupy the premises with Braun or his spouse but not otherwise. Notwithstanding the foregoing, Braun's spouse shall be allowed to occupy the premises for the full ten year term if the scheduled work has been completed.
13. In the event that the Town votes to sell the premises within one year after the ten-year rehabilitation period or any subsequent rehabilitation period, Braun shall be granted an option to purchase the property at 90% of its then current market value established by

appraisal to be commissioned and paid for by the Town. If such option is exercised, Braun shall agree to a Preservation Restriction to be placed upon the property, if deemed desirable and/or requested by the Town. This option shall not apply to Braun's heirs or assigns and shall not apply to Braun unless all the rehabilitation set forth in his proposal has been completed.

14. Braun shall indemnify, defend, and save harmless the Town and all of its officers, agents and employees against all costs, damages, suits and claims of liability of every name and nature arising out of the negligence or intentional wrongful act in the performance of the rehabilitation project and shall indemnify the Town for any third-party claim arising out of injuries to others performing services in connection with said rehabilitation project. Further, Braun shall indemnify and hold Sudbury harmless from and against all claims, damages, or loss arising out of any damage to the building or related real property, or to any person (including Braun's relatives, servants, employees, agents, visitors, or others) or property in the building or on related property, resulting from acts omissions, fault or negligence of Braun or those acting by, through, or for Braun.
15. Braun shall maintain personal liability insurance, including medical payments, in an amount not less than Five Hundred Thousand Dollars (\$500,000), in a responsible company qualified to do business in Massachusetts, throughout the initial eight-year rehabilitation period and additional period(s), if any, naming the Town as an additional insured. A Certificate of Insurance shall be provided to the Town at the commencement of and on the yearly anniversary date of this Agreement. The certificate shall provide that the insurance shall be irrevocable until the Town is provided with the insurance companies customary notice of intent to cancel. The Town shall continue its current coverage for the benefit of the Town, which shall not be a substitute, set off or credit for Braun's coverage. Braun's coverage shall be the primary coverage but shall not be required to insure the Town's interest with respect to fire coverage in force for the duration of the Agreement. Braun understands that the building materials, equipment, contents and work are entirely at his risk, including damage or loss through fire and theft, and that he is responsible and liable for its safety.
16. Except for work items requiring approval or inspection by the Building Department, Town Counsel's Office shall be the contact for all questions or scheduling of Town services to be provided under this Agreement.
17. All notices under this Agreement shall be sent by first-class mail to the Town to the attention of the Town Manager, 278 Old Sudbury Rd., Sudbury, MA 01776, with a copy to Town Counsel; to William G. Braun at 142 North Road, Sudbury, MA 01776.
18. All work shall be completed by November 28, 2010 and in accordance with the schedule attached hereto, as modified from time to time by agreement between Braun and the Town. Failure to complete the work in a timely fashion in accordance with the schedule shall result in termination of this Agreement.
19. Braun shall provide quarterly reports to the Building Inspector and Town Counsel's Office setting forth the work performed and requesting an inspection of such progress by the Town, as warranted. Failure to provide such reports shall constitute a default.

20. Hazardous materials, if any, shall be handled in accordance with the appropriate laws and regulations.
21. The waiver by either party of one breach of any of the terms of this Agreement, except as to compliance with the work schedule which is mandatory, shall not be considered a complete waiver of this Agreement or of any further breach of the Agreement.
22. Upon termination of this Agreement, Braun shall deliver up to the Town the premises in good condition, ordinary wear and tear and damage by unavoidable casualty only excepted.
23. The Town's Request for Proposal and the Braun Proposal are incorporated herein and made part of this Agreement.
24. Amendments, if any, shall be in writing and executed by Braun and the Town Manager or such other person authorized to contract for the Town.
25. This Agreement constitutes the entire agreement between the parties and there are no agreements other than those incorporated herein.

TOWN OF SUDBURY

By: Maureen G. Valente
Maureen G. Valente
Town Manager

Date: Oct 24, 2007

William G. Braun
William G. Braun

Date: 10-25-07

I. Project Timeline

The following timeline is keyed to the Description of Work. The sequence is based on priority of the task, seasonal constraints and Applicant preference.

The schedule is unavoidably subject to change, due to unanticipated conditions, weather, extraneous demands, availability of resources, cash flow, inputs by the Town and other variables. It is intended to illustrate the Applicant's intention to complete the work quickly and efficiently, as well as to show the sequence of work presently contemplated. In view of the unpredictability of where and when delays will occur, allowance for downtime and slippage is incorporated at the end of the project timeline. It is anticipated that the schedule will be revised regularly in collaboration with the Town, as the Work progresses.

SCHEDULE FOR COMPLETION

Task Name

Start Finish

1. I. A. Systems Check	Tue 10/23/07 Thu 10/25/07
2. I. C. Grade Adjustment	Tue 10/23/07 Mon 11/5/07
3. I. D. Rot - Front	Thu 11/1/07 Wed 11/21/07
4. I. E. Front Entrance Doorway Tasks 1 - 3	Thu 11/15/07 Wed 11/21/07
5. I. B. Roof	Thu 11/22/07 Wed 12/5/07
6. Main House - Front	Thu 11/22/07 Wed 12/5/07
7. Main House - Rear - Temporary Repair	Thu 11/29/07 Wed 12/5/07
8. Temporarily Weathertight	Wed 12/5/07 Wed 12/5/07
9. II. B.1 Fourth Bedroom, Hallway & Stairs	Thu 12/6/07 Wed 1/16/08
10. I. H Misc. Phase I	Thu 1/17/08 Wed 1/30/08
11. II. B. 2 Interior Paint & Wallpaper	Thu 1/31/08 Wed 4/23/08
12. I. B. Finish Roof - Additions	Thu 4/24/08 Wed 5/21/08
13. I. F. East and North Sides Tasks 1 - 5	Thu 5/22/08 Wed 6/18/08
14. I. G. West Side Porch	Thu 6/19/08 Wed 7/30/08
15. Correct bulge in front wall	Thu 7/31/08 Wed 8/6/08
16. I. F. 6 & 7 East side Bump-out	Thu 8/7/08 Wed 9/17/08
17. II. A. 1 & 2 Repair, Prep & Paint	Thu 9/18/08 Wed 11/12/08
18. Insulate Attic	Thu 11/13/08 Wed 12/10/08
19. II. B. I. Interior Repair	Thu 12/11/08 Wed 3/4/09
20. II. A. 3 Front Walk	Thu 3/5/09 Wed 4/15/09
21. Landscaping	Thu 4/16/09 Wed 5/6/09
22. II. C Garage	Thu 5/7/09 Wed 7/29/09
23. III. A. Basement	Thu 7/30/09 Wed 11/18/09
24. Buffer for Delays and Downtime	Thu 11/19/09 Wed 11/24/10

IV. Project Timeline

The following timeline presents activities planned for the first year under the proposed agreement. It is keyed to the Description of Work. While the schedule does not show completion of all Work, on this schedule, the most important Work is completed during the first year.

In view of the nature of the project the schedule is unavoidably subject to change, for reasons including unanticipated conditions, weather, extraneous demands, availability of additional labor, inputs by the Town, and other variables. It is intended to illustrate the Applicant's intention to complete the work quickly and efficiently, as well as to show the sequence of work presently contemplated. A schedule showing completion of all work can be provided as a supplement to this proposal.

Introduction:

The Town of Sudbury ("Town") wishes to rehabilitate and maintain the Frost Farm House ("Premises") before further deterioration occurs, but presently lacks the necessary funds.

The proposer ("Applicant") is highly skilled in all aspects of home building, renovation and repair, has strong connections to the Town and wishes to use these skills to offset his housing costs and to contribute in a tangible way to preserving the Town's heritage.

The Applicant intends to restore and enhance the building for its intended use as a dwelling rather than as commercial space, in view of the Town's interest in its historic value.

Elements of Proposal:

As requested, the Applicant proposes to undertake specific repair, renovation and maintenance tasks ("Work") described in detail in this proposal, including, but not limited to those described in the RFP, in accordance with a specific timeline provided as part of this proposal, and at his own expense with the exception of grade work and cartage.

The Applicant proposes that the town undertake the necessary grade work, and provide for cartage and disposal of waste from demolition, such as removed roofing material, concrete, concrete and soil.

Inspection has revealed that much of the structure lacks insulation in exterior walls. As part of the Work, the Applicant will undertake to insulate the structure using the best available means, but proposes that pending the installation of insulation, the Town furnish heating oil at its expense, notwithstanding the provision in the RFP requiring the proposer to furnish heat.

The Applicant expects to maintain a highly collaborative relationship with the Town, will secure all required permits and approvals required for the Work, and expects that the Town will use all reasonable efforts to facilitate performance of the Work.

The Applicant assumes an agreement date of October 3, 2007, with Work to commence immediately thereafter, so as to complete exterior elements of the portion of Work identified in this proposal as "Phase 1" before onset of winter conditions.

To be consistent with the goal of enhancing the building as a dwelling, and increasing its value to the Town, the Applicant will use reasonable effort to identify any and all surfaces containing lead paint, and to remove any lead paint on parts of the building affected by the Work.

The Applicant has three children all over 17 years old, two of whom are away at college for most of the year, and does not anticipate any occupation of the building by young children during any projected term of his tenancy. This circumstance minimizes any concern about the presence of lead paint during the course of the Work.

The Applicant is in the process of selling his Sudbury residence to generate liquidity needed to meet certain present and pending obligations. Under present market conditions applicant's equity is approximately \$400,000. Work will be funded from presently-available cash, employment or business income, or from the proceeds of sale of the applicant's present residence.

The Applicant proposes that a *pro forma* Rent be set at \$2,200 per month for the Initial Term.

In consideration of the Applicant's expenditure of his time, effort and funds on Town property, the Town agrees to waive Rent for a specified period of occupancy by the Applicant ("Initial Term"), determined roughly by the agreed-upon market value of the Work. For purposes of this proposal, the estimated value of the Work is in excess of \$200,000. Accordingly, the Applicant proposes an Initial Term of 8 years.

The Applicant anticipates occupying the premises indefinitely beyond the Initial Term, but runs the risk that improvements he has made will increase the rent the premises can command, providing the Town an incentive to seek a higher-paying tenant. Accordingly, the Applicant proposes a limit of 2½ % per year, beginning in first year following the Initial Term, on any rent increases during the duration of his tenancy. In addition, the Applicant proposes that his tenancy can be terminated by the Town only because of failure to perform under this or any subsequent agreement, and after customary notice and opportunity for remedy.

Following the Initial Term, if the Town wishes to continue the arrangement whereby work is performed by a tenant in lieu of rent payments, the Applicant will be allowed to continue his tenancy under the terms of the present agreement, or enter a new agreement with the Town, without a competitive proposal process, provided that the Applicant has performed under the terms of the present agreement.

During the Initial Term, or any subsequent period in which work is performed by agreement in lieu of rent payments ("Subsequent Term"), the applicant expects to make a significant front-loaded personal investment in the Town's property. If presently-unforeseen circumstances require the applicant to terminate his tenancy during the Initial Term or any Subsequent Term, the applicant will have the right to sublet the Premises for the remainder of that term, subject to approval by the Town of the proposed sub-tenant and the terms of the sub-lease. Unless prohibited by circumstances such as distance or ill-health, the Applicant agrees to act as the Town's property manager, responsible for completion, by himself, sub-tenants or others, of any remaining Work, including maintenance and upkeep specified as part of the Work.

The Applicant proposes that, should the Town develop the intent and the means (whether by zoning variance, incorporation into the Frost Farm Senior Residential Community, or other mechanism) to place the Premises on the market, the Applicant be granted an option to purchase the property at its present (pre-Work) market value, adjusted by the average rate of appreciation or depreciation of premises in a similar price bracket.

The Applicant will indemnify and hold the Town harmless as specified in the RFP.

The Applicant will obtain and provide documentation of insurance as provided in the RFP.

To provide additional assurance of the Applicant's competency in construction methods, the Applicant will agree to pass the test required for a Massachusetts Construction Supervisor's License within one year of the agreement.

Notwithstanding the preclusion in the RFP, the Applicant proposes to use the garage for tools, shop equipment and materials necessary for the Work, and that the Town remove any materials or equipment it stores there. If this is not feasible, the Applicant proposes that the Town supply a suitable temporary structure on the premises.

Any elements of this proposal which are untenable to the Town due to the Applicant's unawareness of the Town's interests or constraints are regarded by the Applicant as subject to good-faith negotiation.

Description of Work

The work described below comprises items specified in the RFP, as well as items identified by the applicant during a through evaluation of the Premises over several visits. Energy conservation and lead paint abatement measures will be performed in conjunction with all work as appropriate. Priority is given to addressing safety, weather-tightness and structural integrity. Phase 1 activities are driven by or linked to these considerations; some improvements are incorporated into Phase 1 work for the sake of efficiency. Necessary work not directly related to safety, weather tightness or structural integrity is included in Phase 2. Work that is highly desirable, but not considered essential to the survival or use of the structure is placed in Phase 3. Explanations for work proposed are included where warranted.

I. Phase 1:

A. Plumbing and Electrical Systems Check – as specified in RFP

1. Check plumbing, fixtures and fittings for leaks; repair as necessary.
2. Verify washer and dryer vent hook-up; repair or replace as necessary.
3. Check for presence and function of GFI's in locations required by code; install or replace as necessary.
4. Check function of smoke detectors; replace as necessary.
5. Install CO detectors.

B. Roof – as specified in RFP

1. Remove existing asphalt shingles.
2. Replace any rotted or damaged sheathing planks.
3. Repair any defects resulting from closure of prior integral gutters.
4. Replace soffit as necessary to eliminate holes from prior downspouts.
5. Furnish and install:
 - a) 6-inch galvanized drip edge – all roof edges
 - b) Ice and water shield – bottom 3 ft.
 - c) 30-lb. roofing felt over remainder of roof
 - d) Copper or aluminum valleys – 20 in. width, 20 ga.
 - e) Architectural shingles – 30-year, 245 lb./sq. (CertainTeed or equivalent)
 - f) Ridge vent
 - g) Ridge caps

C. Grade Adjustment (To be performed by the Town)

1. Lower grade around entire perimeter of house to provide 8 in. clearance between framing and grade (Front portion completed 9-25-06).
2. Provide slope of 1 inch per foot away from foundation for the first three feet from foundation.
3. Adjust the grade on the east (driveway) and north (back) sides of the structure to allow runoff to flow downhill to the northwest.
4. Remove and dispose of concrete pads on east and north sides.
5. Remove retaining wall on north and west sides to allow continuation of grade.
6. Remove trees as necessary to allow adjustment of the grade.

Explanation: Rot at door sill (**Figures 1, 2**) and around the entire lower perimeter of the structure is caused by:

- a. the grade having been improperly raised to the approximate elevation of the interior floor (Figure 3), and
- b. grade sloped toward the structure.

Unless the grade is lowered and proper slope established the rot will persist or recur.

D. Rot

1. Remove siding and sheathing and reframe lower perimeter, preserving interior plaster walls as much as possible.

Explanation: (See Figures 4, 5, 6, 7, 8) The structure lacks conventional mud sills, rim joists, and lower plates for stud walls, which conventionally rest on the sub-floor. Instead, floor joists rest on individual masonry piers atop the stone foundation on the inboard side, and extend to the exterior face of the foundation (before rot-back). In the front wall, which is perpendicular to the joists, individual studs bear but-end on brick piers built between the joists, flush with the outside face of the foundation.

All joists appear sound at the point of bearing, which is about a foot inboard from the face of the foundation. The conditions along side walls where joists run parallel to the wall and the grade are unknown.

On the southeast corner (right front), the corner post has rotted to about a foot above the foundation (**Figure 9**). In effect, the structure, at least in front, is presently supported by the plaster inside. On the front, and probably on all faces of the structure, the lower perimeter will require re-framing from the outside. This will entail:

- a) Removing the piers between the joist ends.
- b) Cutting the joists back to sound wood.
- c) Installing pressure-treated 2x12's as a rim joist, two or more thicknesses deep as required, nailed to the cut-back ends of the floor joists.
- d) Shimming between the new rim and the foundation and filling any gaps with mortar.
- e) Cutting studs off to sound wood, nailing a sister stud bearing on the new rim to the cut-off stud and placing a jack stud, nailed to the sister stud, extending from the cut end of the original stud to the new rim.
- f) Replacing the sheathing and extending it downward over the new rim, to overlap the exterior face of the foundation.
- g) Installing blown-in insulation in stud bays.
- h) Replacing the siding to match the original.

Other approaches might be offered by the Town Engineer or Building Inspector, or other experts.

Repairs required on sidewalls are unknown until the grade is lowered.

2. Remove baseboard and hardwood flooring as necessary to expose any rotted sub-floor. Replace sub-floor as necessary and re-install hardwood flooring and baseboard. Refinish as necessary.
3. Repair damaged plaster (**Figure 10**).
4. Repair or replace rotted corner posts on southeast (right front) and northeast (right rear) corners of structure (**Figures 11, 12**).
 - a) Remove siding and sheathing as necessary
 - b) Repair or replace corner framing as necessary
5. Replace any rotted window sills, trim or moldings.
6. Repair or replace soffit as necessary to remove holes from prior downspouts.

E. Front Entrance Doorway – in conjunction with D, above

1. Remove doorframe, sidelight panels and top-light.
2. Replace rotted or defective elements, or entire assembly as warranted.
3. Install shoring for ceiling sag (**Figure 13**).
 - a) Remove existing moldings and ceiling as necessary.
 - b) Install a header or beam and columns against inside face of wall as warranted.
 - c) Install trim and moldings to complement entry.
 - d) Repair ceiling as necessary.
4. Replace roof structure over entry door (applicant's discretion)
 - a) 12" concrete piers.
 - b) Framing and trim to complement structure (pictures of original?).

F. East And North Sides of House – Stucco Wall, Dining Room Entry Door, Basement Bulkhead, East Kitchen Wall

1. Remove stucco from east wall of main house.
2. Remove siding and sheathing as necessary to expose rot; replace framing as necessary.
3. Relocate entry door from dining room to kitchen mud room area (approximately 4 feet north).
4. Replace second-story exterior door with window to match others.
5. Replace stucco with clapboard siding to match existing.

Explanation: Entry from outside into kitchen mudroom area is much more functional. Much of wall will need re-framing due to rot similar to that on the front (**Figure 14**).

6. Replace basement bulkhead door with new enclosed stairwell and doorway oriented 90° from existing structure.
7. Construct a shed-roofed bump-out to kitchen to include basement stairway entrance.

Explanation: The basement bulkhead door located in the corner between the original house and the kitchen wing receives run-off from two roofs (**Figure 15**). Any bulkhead door in such a location will fail. Significant rot is suspected at the

base of the east kitchen wall, requiring re-framing of the lower segment similar to that required on the front wall of the house. The suggested approach encloses the basement stairwell, protects it from roof run-off and extends the kitchen, which is awkwardly narrow on the east side. Plan and elevation drawings to illustrate this scheme can be furnished as needed.

- a) Install conventional concrete footing and 4-ft. x 10 in. frost wall.
- b) 2x6 stud walls, header to span opening into kitchen, R19 insulation.
- c) 4/12 pitch on roof.
- d) Blue board & skimcoat on interior walls.
- e) Floor tile to match existing.

G. West Side Porch

1. Remove and replace west-side porch.

Explanation: This porch was evidently not part of the original structure because its floor is on grade (**Figure 16**), which is at the elevated level encountered on the front of the house. The inboard sections of the structure will likely need to be removed to address rot on the southeast and northeast corners of the main structure. In addition, it is itself structurally unsound, and can be replaced with a sound, esthetically equivalent structure, that adds to both the energy efficiency and functionality of the house, more easily than it can be repaired.

- a) Install conventional 4-ft. frost-wall with footing.
 - (1) Finished floor flush with existing living room floor.
 - b) Install energy efficient 4-season windows.
 - c) 2x6 framing with R19 insulation under and around windows.
2. Extend porch wing to second story
 - a) Set in from first floor on north side to retain bedroom window.

Explanation: This allows for a closet and dressing area to be entered through the existing French doors in the master bedroom. Greatly enhances utility of master bedroom; consistent with theme established in master bath.

3. EPDM semi-hip roof.

H. Miscellaneous Phase 1

1. Repair basement door and install railing.
2. Repair second-floor bathroom door.
3. Add house number.

II. Phase 2**A. Exterior - Dwelling**

1. Repair or replace any rotted or defective sills, clapboards, fascias, or trim not addressed in Phase 1.
2. Prep and paint
 - a) Pressure wash to remove dirt.
 - b) Scrape and/or sand to remove any loose paint.
 - c) Remove loose or shrunk caulking; re-caulk seams as necessary.
 - d) Replace drip caps over windows and doors as necessary.
 - e) Prime any bare wood; prime exposed non-stainless steel nail heads with rust-preventive metal primer.
 - f) Apply latex house paint; re-coat as necessary to insure uniform coverage and protection.
3. Install bluestone or similar walk and patio along front of house.
4. Construct sun porch/breakfast room at north end of kitchen at location of previous porch.

B. Interior - Dwelling

1. Complete fourth bedroom, hallway and stairs
 - a) Patch cracks in walls
 - b) Repair or replace damaged or missing baseboard, window and door casings, doors, and jambs as necessary.
 - c) Replace existing unfinished drywall with blue board and plaster
 - d) Prep and paint
 - e) Complete installation of electric outlets and supply
 - f) Install heat – hot water or electric as conditions warrant
2. Paint and replace wallpaper as needed

C. Garage

1. Replace garage doors and surrounding woodwork (**Figure 17**). Paint or finish as required.
2. Replace garage roof.
3. Repair or replace any damaged trim, repaint trim.
4. Improve or remove shed attached to garage.

III. Phase 3**A. Basement**

1. Remove and dispose of old furnace and water heater (**Figure 18**).
2. Remove existing concrete floor.
3. Install proper concrete footings for structural columns.
4. Install proper beams and columns to support structure; remove existing makeshift supports (**Figure 19**).
5. Install new concrete floor with crushed stone base and moisture barrier.
6. Remove defunct piping and wiring (**Figure 20**).



Figure 1

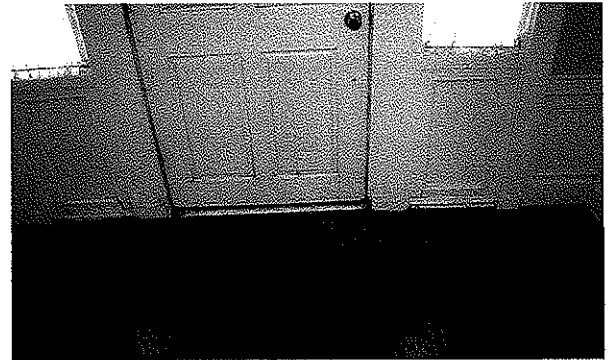


Figure 2



Figure 3



Figure 4



Figure 5



Figure 6

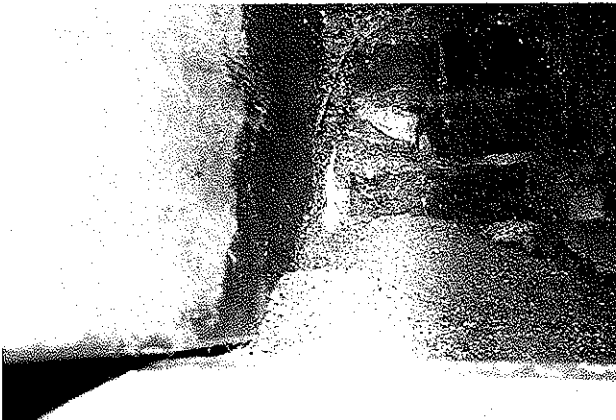


Figure 7



Figure 8



Figure 9



Figure 10



Figure 11



Figure 12

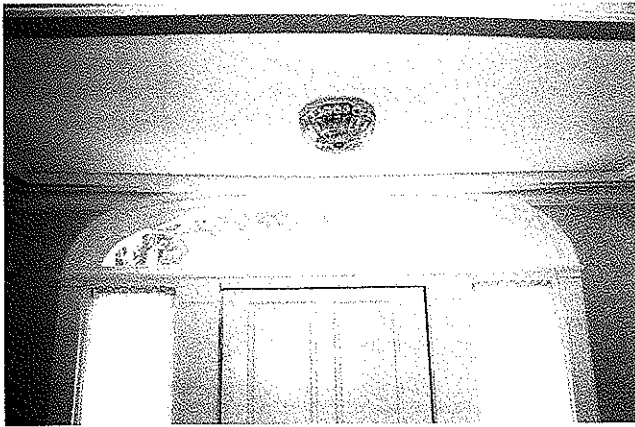


Figure 13



Figure 14



Figure 15



Figure 16

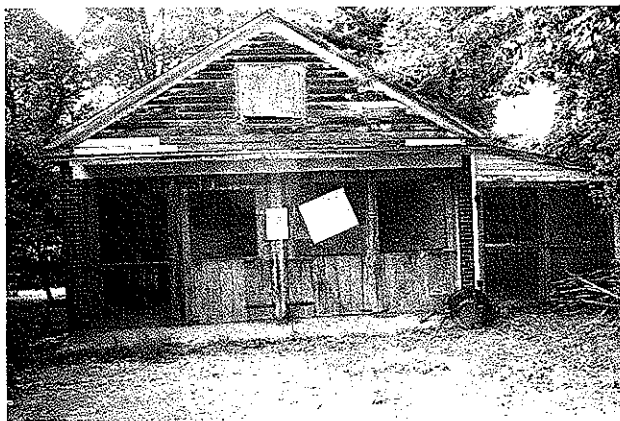


Figure 17

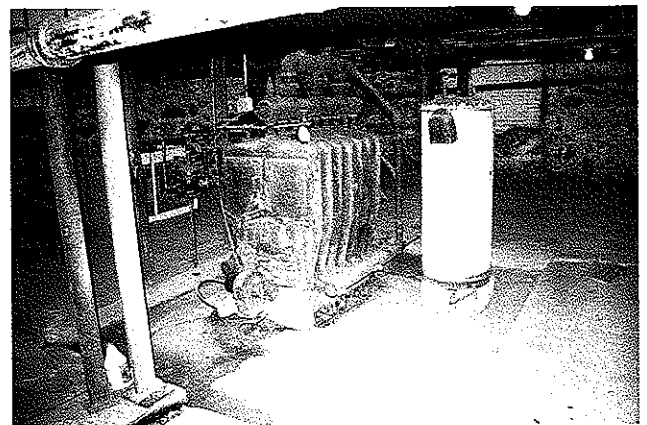


Figure 18

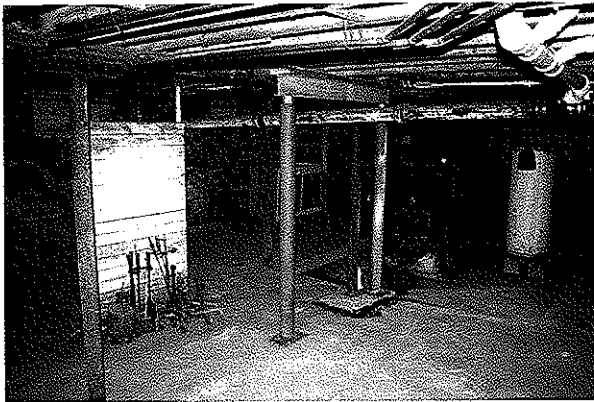


Figure 19

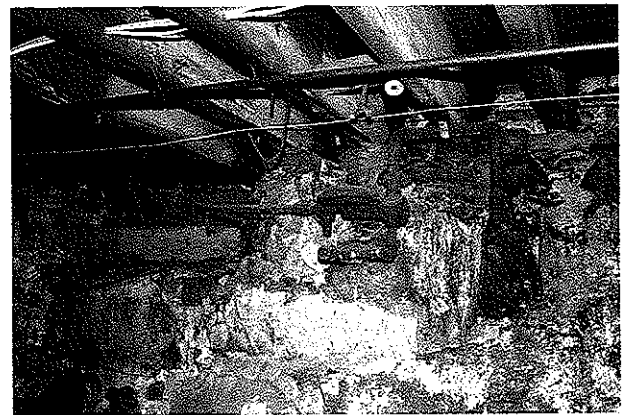


Figure 20

Return to: Barbara Bahlkow

Charles Frost #
978-443-9494

9 May 2006

Information from a telecom between Barbara Bahlkow and Charles Frost, of 71
Maynard Road, Sudbury.

978-369-3332

A 140 acre Briardale Farm, currently known as Frost Farm was bought around 1920 by a Mr. Levinstein, a wealthy stockbroker. He built a mansion on the property, which was subsequently struck by lightning and burned to the ground. He rebuilt the mansion and put up several other buildings on the property. He raised racehorses, with stables and a house for the grooms, as well as guest houses and garages.

The estate is on a hill with views of Nobscot Mountain in the distance. Mr. Levinstein lost everything in the stock market crash of 1929, and sold the property to Mr. Frost in 1932. Mr. Frost was a wealthy business man and gentleman farmer. The Frost Family lived there for thirty years, and sold vegetables from the farm. They also raised and sold sheep, maintaining about 90, and converted the horse stables into a poultry building, with 1400 hens, selling the eggs during World War II.

Mr. Frost's son, who lived there also, sold the property to Sperry Corp. around 1965. Sperry sold it after some years to a Realty Corp. in Burlington. Then, after a vote at Town Meeting, the Town of Sudbury purchased the property.

The only building still standing is the original mansion which the town rents. The last tenant was the Water Commissioner who lived there rent free in exchange for his renovating the interior, which is beautiful. The problem is the exterior and grounds which are in dire disrepair. The roof is leaking (It is the original 90 year old roof, according to Mr. Charles Frost) Roof tiles are all around the grounds.

The town has sponsored moderate income condominiums on the property and the residents arrange to have the lawn cut, as it is quite an eyesore. The house has been empty for the past two years and is starting to just fall apart. Mr. Frost said today that he feels the roof repair is an emergency

It would be a wonderful asset to Sudbury if this beautiful house and grounds were restored.