

# **THE VILLAGE AT SUDBURY STATION**

**Submitted to:**

**MASSHOUSING**

**By:**

**SUDBURY STATION LLC**

**September 18, 2015**

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## **Comprehensive Permit Site Approval Application/**Rental****

[www.masshousing.com](http://www.masshousing.com) | [www.masshousingrental.com](http://www.masshousingrental.com)

## **Comprehensive Permit Site Approval Application/Rental**

Attached is the Massachusetts Housing Finance Agency ("MassHousing") application form for Project Eligibility/Site Approval ("Site Approval") under the state's comprehensive permit statute (M.G.L. c. 40B, Sections 20-23 enacted as Chapter 774 of the Acts of 1969) known as "Chapter 40B". Developers seeking a comprehensive permit to construct affordable housing under Chapter 40B and intending to use a MassHousing financing program or financing through the New England Fund ("NEF") program must receive Site Approval from MassHousing. This approval (also referred to as "project eligibility approval") is a required component of any comprehensive permit application to be submitted to the local Zoning Board of Appeals of the municipality in which the development is to be located.

As part of its review of your application, MassHousing will conduct an inspection of the site and will solicit comments from the relevant municipality. MassHousing will consider any relevant concerns that the municipality might have about the proposed project or the developer. The applicant is encouraged, therefore, to make contact with the municipality prior to submitting the Site Approval application in order to ensure that the applicant understands any concerns that the municipality may be likely to raise regarding the proposed development.

In order for a project to receive Site Approval, MassHousing must determine that (i) the applicant has sufficient legal control of the site; (ii) the applicant is a public agency, non-profit organization or limited dividend organization; and (iii) the applicant and the project are generally eligible under the requirements of the MassHousing program selected by the applicant, subject to final eligibility review and approval. Furthermore, MassHousing must determine that the site of the proposed project is generally appropriate for residential development (taking into consideration municipal actions previously taken to meet affordable housing needs) and that the conceptual project design is generally appropriate for the site. In order for MassHousing to be able to make these findings (required by 760 CMR 56.04 (4)), it is important that you answer all questions in the application and include all required attachments.

**Please note that MassHousing requires that all applicants meet with a member of our 40B Department staff before submitting their application. Applications for any projects that have not been the subject of a required pre-application meeting will not be accepted or processed.**

Upon completion of its analysis, MassHousing will either issue a Site Approval Letter that approves, conditionally approves or denies the application. If the application is approved, the applicant should apply to the Zoning Board of Appeals within two years from the date of the Site Approval Letter (unless MassHousing extends such term in writing).

Please note that Site Approval from MassHousing does not constitute a loan commitment by MassHousing or any other financing program. All potential MassHousing financing is subject to further review and underwriting by MassHousing's Rental Lending Department.

Please be sure you have familiarized yourself with all of the applicable requirements set forth in the Chapter 40B regulations and guidelines, which can be found at

[www.mass.gov/hed/economic/eohed/dhcd/legal/regs/760-cmr-56.html](http://www.mass.gov/hed/economic/eohed/dhcd/legal/regs/760-cmr-56.html) and  
[www.mass.gov/hed/docs/dhcd/legal/comprehensivepermitguidelines.pdf](http://www.mass.gov/hed/docs/dhcd/legal/comprehensivepermitguidelines.pdf)

Instructions for completing the Site Approval Application are included in the application form, which is attached. The completed application form and all additional documentation should be sent, after your pre-application meeting has been held, to

**Gregory Watson, Manager of Comprehensive Permit Programs**  
**MassHousing, One Beacon Street, Boston, MA 02108**

We look forward to working with you on your proposed development. Please contact Gregory Watson at 617-854-1880 or [gwatson@masshousing.com](mailto:gwatson@masshousing.com) to discuss scheduling your pre-application meeting or if there is any assistance that we can provide in the meantime to make your application process a smooth and efficient one.

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### **Our Commitment to You**

MassHousing recognizes that applicants seek some measure of predictability regarding the timeframe for our processing of their applications. Our staff will endeavor to adhere to the following schedule for reviewing applications for site approval:

Within two (2) business days of receipt of your application (provided that you have attended a required pre-application meeting) a member of our staff will notify you of any of the items listed on the checklist at the end of the application form that were missing from your application package. Please note that our acknowledgement of receipt of an item does not indicate that any substantive review has yet taken place.

**If your application package is missing any of the items indicated on the checklist by an asterisk, we will not be able to continue processing your application until such items are received.**

If we have received the information that is crucial to the commencement of our review process, we will proceed to (i) give the municipality a period of thirty (30) days in which to submit comments relating to your proposal; (ii) schedule and conduct a site visit; and (iii) solicit bids for and commission and review an "as is" appraisal of your site.

If during our review of your application package we determine that additional information or clarification is needed, we will notify you as soon as possible. Depending on when we receive such additional information, this may affect the amount of time required for MassHousing to complete the site approval process.

Assuming that your application package was complete and that you respond in a timely manner to requests for additional information or clarification, we would expect to issue or deny your site approval within 60 days of our receipt of your application package.



## Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

Please be sure to answer ALL questions. Indicate “N/A”, “None” or “Same” when necessary.

### Section 1: GENERAL INFORMATION (also see Required Attachments listed at end of Section 1)

Name of Proposed Project: \_\_\_\_\_

Municipality: \_\_\_\_\_

Address of Site: \_\_\_\_\_

Cross Street (if applicable): \_\_\_\_\_

Zip Code: \_\_\_\_\_

Tax Parcel I.D. Number(s) (Map/Block/Lot): \_\_\_\_\_

Name of Proposed Development Entity (typically a single purpose entity): \_\_\_\_\_

Entity Type: Limited Dividend Organization \_\_\_\_\_ Non-Profit\* \_\_\_\_\_ Government Agency \_\_\_\_\_

*\* If the Proposed Development Entity is a Non-Profit, please contact MassHousing regarding additional documentation that must be submitted.*

Has this entity already been formed? Yes \_\_\_ No \_\_\_

Name of Applicant (typically the Proposed Development Entity or its controlling entity or individual): \_\_\_\_\_

Applicant's Web Address, if any: \_\_\_\_\_

Does the Applicant have an identity of interest with any other member of the development team or other party to the Proposed Project? Yes \_\_\_ No \_\_\_ If yes, please explain: \_\_\_\_\_

#### Primary Contact Information (required)

Name of Individual: \_\_\_\_\_

Relationship to Applicant: \_\_\_\_\_

Name of Company (if any): \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone (office and cell) and Email: \_\_\_\_\_

#### Secondary Contact Information (required)

Name of Individual: \_\_\_\_\_

Relationship to Applicant: \_\_\_\_\_

Name of Company (if any): \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone (office and cell) and Email: \_\_\_\_\_

**Additional Contact Information** *(optional)*

Name of Individual: \_\_\_\_\_

Relationship to Applicant: \_\_\_\_\_

Name of Company *(if any)*: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone *(office and cell)* and Email: \_\_\_\_\_

**Anticipated Construction Financing:** MassHousing \_\_\_\_\_ NEF Bank \_\_\_\_\_

If NEF Bank, Name of Bank: \_\_\_\_\_

**Anticipated Permanent Financing:** MassHousing \_\_\_\_\_ NEF Bank \_\_\_\_\_

If NEF Bank, Name of Bank: \_\_\_\_\_

Total Number of Units \_\_\_\_\_ # Affordable Units \_\_\_\_\_ # Market Rate Units \_\_\_\_\_

Age Restricted? Yes/No \_\_\_\_\_ If Yes, 55+ or 62+? \_\_\_\_\_

**Brief Project Description (150 words or less):** \_\_\_\_\_

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**Required Attachments Relating to Section 1**

**1.1 Location Map**

Provide a USGS or other form of map clearly marked to show the site's location, and an approximate property boundary.

**1.2 Tax Map**

Provide a copy of municipal tax map (assessor's plan) with subject parcels and parcel ID #'s clearly identified.

**1.3 Directions**

Provide detailed written directions to the site, noting the entrance to the site, relevant boundaries and any prominent landmarks that can be used for identification purposes.

## Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

### Section 2: EXISTING CONDITIONS / SITE INFORMATION (also see Required Attachments listed at end of Section 2)

*In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that the site is generally appropriate for residential development.*

Name of Proposed Project: \_\_\_\_\_

#### Buildable Area Calculations

Sq. Feet/Acres (enter “0” if applicable—do not leave blank)

Total Site Area	
Wetland Area (per MA DEP)	
Flood/Hazard Area (per FEMA)	
Endangered Species Habitat (per MESA)	
Conservation/Article 97 Land	
Protected Agricultural Land (i.e., EO 193)	
Other Non-Buildable (Describe)	
Total Non-Buildable Area	
Total Buildable Site Area	

Current use of the site and prior use if known: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is the site located entirely within one municipality? Yes \_\_\_ No \_\_\_

If not, in what other municipality is the site located? \_\_\_\_\_

How much land is in each municipality? (the Existing Conditions Plan must show the municipal boundary lines) \_\_\_\_\_

\_\_\_\_\_

Current zoning classification and principal permitted uses: \_\_\_\_\_

\_\_\_\_\_

#### Previous Development Efforts

Please list (on the following page) any previous applications pertaining to construction on or development of the site, including (i) type of application (comprehensive permit, subdivision, special permit, etc.); (ii) application filing date; (iii) date of denial, approval or withdrawal. Also indicate the current Applicant's role, if any, in the previous applications. Note that, pursuant to 760 CMR 56.03 (1), a decision of a Zoning Board of Appeals to deny a Comprehensive Permit, or (if the Statutory Minima defined at 760 CMR 56.03 (3) (b or c) have been satisfied) grant a Comprehensive Permit with conditions, shall be upheld if a related application has previously been received, as set forth in 760 CMR 56.03 (7).

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To the best of your knowledge, has this site ever been rejected for project eligibility/site approval by another subsidizing agency or authority? \_\_\_\_\_

Existing Utilities and Infrastructure	Yes/No	Description
Wastewater-private wastewater treatment		
Wastewater-public sewer		
Storm Sewer		
Water-public water		
Water-private well		
Natural Gas		
Electricity		
Roadway Access to Site		
Sidewalk Access to Site		
Other		

Describe surrounding land use(s): \_\_\_\_\_

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Surrounding Land Use/Amenities	Distance from Site	Available by Public Transportation?
Shopping Facilities		
Schools		
Government Offices		
Multi-Family Housing		
Public Safety Facilities		
Office/Industrial Uses		
Conservation Land		
Recreational Facilities		
Houses of Worship		
Other		

List any public transportation near the site, including type of transportation and distance from the site:

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### Site Characteristics and Development Constraints

*Please answer "Yes", "No" or "Unknown" to the following questions. If the answer is "Yes" please identify on Existing Conditions Plan as required for Attachment 2.1 and provide additional information and documentation as an attachment as instructed for Attachment 2.4, "Documentation Regarding Site Characteristics/Constraints".*

Are there any easements, rights of way or other restrictions of record affecting the development of the site? \_\_\_\_\_

Are there documented hazardous waste sites on or within a 1/2 mile radius of the site? \_\_\_\_\_

Is there any evidence of underground storage tanks or releases of hazardous material, including hazardous waste, on the site or within close proximity to the site? \_\_\_\_\_

Are there any above-ground storage containers with flammable or explosive petroleum products or chemicals on or within 1/2 mile of the site? \_\_\_\_\_

Is the site, or any portion thereof, located within a designated flood hazard area? \_\_\_\_\_

Does the site include areas designated by Natural Heritage as endangered species habitat? \_\_\_\_\_

Are there documented state-designated wetlands on the site? \_\_\_\_\_

Are there documented vernal pools on the site? \_\_\_\_\_

Is the site within a local, state or federal Historic District? \_\_\_\_\_

Is the site or any building(s) on the site listed, nominated or eligible for listing on the National Register of Historic Places? \_\_\_\_\_

Has the site or any building(s) on the site been designated as a local, state or national landmark? \_\_\_\_\_

Are there existing buildings and structures on site? \_\_\_\_\_

Does the site include documented archeological resources? \_\_\_\_\_

Does the site include significant areas of ledge? \_\_\_\_\_

Does the site include areas with slopes greater than 10%? \_\_\_\_\_

If applying for MassHousing Financing, is any portion of the site considered "Prime" or "Unique" agricultural land under Executive Order 193? \_\_\_\_\_



## **Required Attachments Relating to Section 2**

### **2.1 Existing Conditions Plan**

Please provide a detailed Existing Conditions Plan showing the entire site prepared, signed and stamped by a registered engineer or land surveyor. Plans should be prepared at a scale of 1"=100' or 1"= 200' and should include the following information:

- a. Reduced scale locus map
- b. Surveyed property boundaries
- c. Topography (2' contours)
- d. Wetland boundaries (if applicable)
- e. Existing utilities (subsurface and above ground)
- f. Natural features including bodies of water, rock outcroppings
- g. Existing easements and/or rights of way on the property
- h. Existing buildings and structures, including walls, fences, wells
- i. Existing vegetated areas; specimen trees or those with caliper greater than 18" should be shown individually
- j. Existing site entries and egresses

Please provide two (2) sets of full size (30" x 40" plans) along with three (3) sets of 11" x 17" reproductions.

### **2.2 Aerial Photographs**

Please provide one or more aerial photograph(s) of the site (such as those available online) showing the immediate surrounding area if available. Site boundaries and existing site entrance and access points must be clearly marked.

### **2.3 Site/Context Photographs**

Please provide photographs of the site and surrounding physical and neighborhood context, including nearby buildings, significant natural features and land uses. Please identify the subject and location of all photographs.

### **2.4 Documentation Regarding Site Characteristics/Constraints**

Please provide documentation of site characteristics and constraints as directed including available narratives, summaries and relevant documentation including:

- Flood Insurance Rate Map (FIRM) showing site boundaries
- Wetlands delineation
- Historic District nomination(s)

### **2.5 By-Right Site Plan *(if available)***

MassHousing will commission, at your expense, an "as-is" appraisal of the site in accordance with the Guidelines, Section B (1). Therefore, if there is a conceptual development plan which would be permitted under current zoning and which you would like the appraiser to take into consideration, or if permits have been issued for alternative development proposals for the site, please provide two (2) copies of a "by-right" site plan showing the highest and best use of the site under current zoning, and copies of any existing permits. These will assist the appraiser in determining the "as is" value of the site without any consideration being given to its potential for development under Chapter 40B.

## Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

### Section 3: PROJECT INFORMATION (also see Required Attachments listed at end of Section 3)

*In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that the proposed project appears generally eligible under the requirements of the housing subsidy program and that the conceptual project design is generally appropriate for the site.*

Name of Proposed Project: \_\_\_\_\_

Project Type (mark both if applicable): New Construction \_\_\_\_\_ Rehabilitation \_\_\_\_\_ Both \_\_\_\_\_

Total Number of Dwelling Units: \_\_\_\_\_

Total Number of Affordable Units: \_\_\_\_\_

Number of 50% AMI Affordable Units: \_\_\_\_\_

Number of 80% AMI Affordable Units: \_\_\_\_\_

Number of Market Rate Units: \_\_\_\_\_

#### Unit Mix: Affordable Units

Unit Type	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units					
Number of Bathrooms					
Square Feet/Unit					

#### Unit Mix: Market Rate

Unit Type	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units					
Number of Bathrooms					
Square Feet/Unit					

Percentage of Units with 3 or More Bedrooms\*: \_\_\_\_\_

*\* Note that the January 17, 2014 Interagency Agreement Regarding Housing Opportunities for Families with Children requires that at least 10% of the units in the Project must have three (3) or more bedrooms. Evidence of compliance with this requirement must be provided at Final Approval.*

Number of Handicapped Accessible Units: \_\_\_\_\_ Market Rate: \_\_\_\_\_ Affordable: \_\_\_\_\_

Gross Density (units per acre): \_\_\_\_\_

Net Density (units per buildable acre): \_\_\_\_\_

### Residential Building Information

Building Type and Style <i>(single-family detached, townhouse, multi-family)</i>	Construction or Rehabilitation	Number of Stories	Height	GFA	Number Bldgs. of this type

### Non-Residential Building Information

Building Type and Style	Construction or Rehabilitation	Number of Stories	Height	GFA	Number Bldgs. of this type

Will all features and amenities available to market unit residents also be available to affordable unit residents?

If not, explain the differences: \_\_\_\_\_

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### Parking

Total Parking Spaces Provided: \_\_\_\_\_

Ratio of Parking Spaces to Housing Units: \_\_\_\_\_

### Lot Coverage *(Estimate the percentage of the site used for the following)*

Buildings: \_\_\_\_\_

Parking and Paved Areas: \_\_\_\_\_

Usable Open Space: \_\_\_\_\_

Unusable Open Space: \_\_\_\_\_

Lot Coverage: \_\_\_\_\_

Does project fit definition of "Large Project" (as defined in 760 CMR 56.03 (6))? Yes/No \_\_\_\_\_

## Required Attachments Relating to Section 3

### 3.1 Preliminary Site Layout Plan(s)

Please provide preliminary site layout plans of the entire site prepared, signed and stamped by a registered architect or engineer. Plans should be prepared at a scale of 1"=100' or 1"=200', and should show

- Proposed site grading (2' contours)
- Existing lot lines
- Easements (existing and proposed)
- Access to a public way must be identified
- Required setbacks
- Proposed site circulation (entrances/egresses, roadways, driveways, parking areas, walk ways, paths, trails)
- Building and structure footprints (label)
- Utilities (existing and proposed)
- Open space areas
- Schematic landscaping and screening
- Wetland and other restricted area boundaries and buffer zones

Please provide two (2) sets of full size (30" x 40") plans along with three (3) sets of 11" x 17" reproductions.

### 3.2 Graphic Representations of Project/Preliminary Architectural Plans

- Typical floor plans
- Unit plans showing dimensions, bedrooms, bathrooms and overall unit layout
- Exterior elevations, sections, perspectives and illustrative rendering.

### 3.3 Narrative Description of Design Approach

Provide a narrative description of the approach to building massing, style and exterior materials; site layout; and the relationship of the project to adjacent properties, rights of way and existing development patterns. The handbook called [Approach to Chapter 40B Design Reviews](#) prepared by the Cecil Group in January 2011 may be helpful in demonstrating the nature of the discussion that MassHousing seeks in this narrative.

### 3.4 Tabular Zoning Analysis

Zoning analysis in tabular form comparing existing zoning requirements to the waivers that you will request from the Zoning Board of Appeals for the proposed project, showing required and proposed dimensional requirements including lot area; frontage; front, side and rear setbacks; maximum building coverage; maximum lot coverage; height; number of stories; maximum gross floor area ratio; units per acre, units per buildable acre; number of parking spaces per unit/square foot and total number of parking spaces (proposed and required).

### 3.5 Completed Sustainable Development Principles Evaluation Assessment Form *(see attached form)*

All developments seeking Chapter 40B site approval must demonstrate consistency with the Commonwealth's May 2007 Sustainable Development Principles.

## Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

### Section 4: SITE CONTROL (also see Required Attachments listed at end of Section 4)

*In order to issue Site Approval, MassHousing must find (as required by 760 CRM 56.04 (4)) that the Applicant controls the site.*

Name of Proposed Project: \_\_\_\_\_

Describe current ownership status of the entire site as shown on the site layout plans (attach additional sheets as necessary if the site is comprised of multiple parcels governed by multiple deeds or agreements):

Owned (or ground leased) by Development Entity or Applicant \_\_\_\_\_

Under Purchase and Sale Agreement \_\_\_\_\_

Under Option Agreement \_\_\_\_\_

*Note: The Grantee/Buyer on each document must be either the Applicant or the Proposed Development Entity, or you must attach an explanation showing direct control of the Grantee/Buyer by the Applicant or the Proposed Development Entity.*

Grantor/Seller: \_\_\_\_\_

Grantee/Buyer: \_\_\_\_\_

Grantee/Buyer is (check one):

Applicant \_\_\_\_\_ Development Entity \_\_\_\_\_ Managing General Partner of Development Entity \_\_\_\_\_

General Partner of Development Entity \_\_\_\_\_ Other (explain) \_\_\_\_\_

Are the Parties Related? \_\_\_\_\_

#### For Deeds or Ground Leases

Date(s) of Deed(s) or Ground Lease(s): \_\_\_\_\_

Purchase Price: \_\_\_\_\_

#### For Purchase and Sale Agreements or Option Agreements

Date of Agreement: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

If an extension has been granted, date of extension: \_\_\_\_\_

If an extension has been granted, new expiration date: \_\_\_\_\_

Purchase Price: \_\_\_\_\_

Will any easements or rights of way over other properties be required in order to develop the site as proposed?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please describe current status of easement:

Owned (or ground leased) by Development Entity or Applicant \_\_\_\_\_

Under Purchase and Sale Agreement \_\_\_\_\_

Under Option Agreement \_\_\_\_\_

*Note: The Grantee/Buyer on each document must be either the Applicant or the Proposed Development Entity, or you must attach an explanation showing direct control of the Grantee/Buyer by the Applicant or the Proposed Development Entity.*

Grantor/Seller: \_\_\_\_\_

Grantee/Buyer: \_\_\_\_\_

Are the Parties Related? \_\_\_\_\_

**For Easements**

Date(s) of Easement(s): \_\_\_\_\_

Purchase Price: \_\_\_\_\_

**For Easement Purchase and Sale Agreements or Easement Option Agreements**

Date of Agreement: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

If an extension has been granted, date of extension: \_\_\_\_\_

If an extension has been granted, new expiration date: \_\_\_\_\_

Purchase Price: \_\_\_\_\_

**Required Attachments Relating to Section 4**

**4.1 Evidence of Site Control *(required)***

Copies of all applicable, fully executed documents (deed, ground lease, purchase and sale agreement, option agreement, land disposition agreement, agreements to purchase easements) showing evidence of site control, including any required easements, along with copies of all amendments and extensions. Copies of all plans referenced in documents must be included.

## Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

### Section 5: FINANCIAL INFORMATION – Site Approval Application Rental 40B

*In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that an initial pro forma has been reviewed and that the Proposed Project appears financially feasible and consistent with the Chapter 40B Guidelines, and that the Proposed Project is fundable under the applicable program.*

Name of Proposed Project: \_\_\_\_\_

### Initial Capital Budget (please enter “0” when no such source or use is anticipated)

#### Sources

Description	Source	Budgeted
Private Equity	Owner's Cash Equity	
Private Equity	Tax Credit Equity	
Private Equity	Developer Fee Contributed or Loaned	
Private Equity	Developer Overhead Contributed or Loaned	
Other Private Equity		
Public/Soft Debt		
Subordinate Debt		
Permanent Debt		
Permanent Debt		
Construction Debt	<i>For informational purposes only, not to be included in Sources total</i>	
Additional Source (please identify)		
Additional Source (please identify)		
<b>Total Sources</b>		\$

### Pre-Permit Land Value, Reasonable Carrying Costs

Item	Budgeted
Site Acquisition: pre-permit land value (to be determined by MassHousing commissioned appraisal) plus reasonable carrying costs.	

## Uses (Costs)

Item	Budgeted
<b>Acquisition Cost (Actual)</b>	
Actual Acquisition Cost: Land	_____
Actual Acquisition Cost: Buildings	_____
<b>Subtotal</b> – Acquisition Costs	_____
<b>Construction Costs – Building Structural Costs (Hard Costs)</b>	
Building Structure Costs	_____
Hard Cost Contingency	_____
<b>Subtotal</b> – Building Structural Costs (Hard Costs)	_____
<b>Construction Costs – Site Work (Hard Costs)</b>	
Earth Work	_____
Utilities: On Site	_____
Utilities: Off-Site	_____
Roads and Walks	_____
Site Improvement	_____
Lawns and Planting	_____
Geotechnical Condition	_____
Environmental Remediation	_____
Demolition	_____
Unusual Site Conditions/Other Site Work	_____
<b>Subtotal</b> –Site Work (Hard Costs)	_____
<b>Construction Costs – General Conditions, Builders Overhead and Profit (Hard Costs)</b>	
General Conditions	_____
Builder's Overhead	_____
Builder's Profit	_____
<b>Subtotal</b> – General Conditions Builders Overhead and Profit (Hard Costs)	_____
<b>General Development Costs (Soft Costs)</b>	
Appraisal and Marketing Study (not 40B "as is" appraisal)	_____
Marketing and Initial Rent Up (include model units, if any)	_____
Real Estate Taxes (during construction)	_____
Utility Usage (during construction)	_____
Insurance (during construction)	_____
Security (during construction)	_____
Inspecting Engineer	_____



Item	Budgeted
<b>General Development Costs (Soft Costs) – Continued</b>	
Fees to Others	
Construction Loan Interest	
Fees to Construction Lender	
Fees to Permanent Lender	
Architecture/Engineering	
Survey, Permits, etc.	
Clerk of the Works	
Construction Manager	
Bond Premiums (Payment/Performance/Lien Bond)	
Environmental Engineer	
Legal	
Title (including title insurance) and Recording	
Accounting and Cost Certification (incl. 40B)	
Relocation	
40B Site Approval Processing Fee	
40B Technical Assistance/Mediation Fund Fee	
40B Land Appraisal Cost (as-is value)	
40B Final Approval Processing Fee	
40B Subsidizing Agency Cost Certification	
Examination Fee	
40B Monitoring Agent Fees	
MIP	
Credit Enhancement	
Letter of Credit Fees	
Other Financing Fees: Tax Credit Allocation Fee	
Other Financing Fees	
Development Consultant	
Other Consultants (describe) _____	
Other Consultants (describe) _____	
Syndication Costs	
Soft Cost Contingency	
Other Development (Soft) Costs	
<b>Subtotal – General Development Costs (Soft Costs)</b>	
<b>Developer Fee and Overhead</b>	
Developer Fee	
Developer Overhead	
<b>Subtotal – Developer Fee and Overhead</b>	
<b>Capitalized Reserves</b>	
Development Reserves	
Initial Rent-Up Reserves	
Operating Reserves	
Net Worth Account	
Other Capitalized Reserves	
<b>Subtotal – Capitalized Reserves</b>	

## Summary of Subtotals

Item	Budgeted
Acquisition: Land	_____
Acquisition: Building	_____
Building Structural Costs (Hard Costs)	_____
Site Work (Hard Costs)	_____
Builder's Overhead, Profit and General Conditions (Hard Costs)	_____
Developer Fee and Overhead	_____
General Development Costs (Soft Costs)	_____
Capitalized Reserves	_____
Total Development Costs (TDC)	_____
<b>Summary</b>	
Total Sources	_____
Total Uses (TDC)	_____

Projected Developer Fee and Overhead\*: \_\_\_\_\_

Maximum Allowable Developer Fee and Overhead\*\*: \_\_\_\_\_

Projected Developer Fee and Overhead equals \_\_\_\_% of Maximum Allowable Fee and Overhead

*\* Note in particular the provisions of Section IV.B.5.a of the Guidelines, which detail the tasks (i) for which a developer may or may not receive compensation beyond the Maximum Allowable Developer Fee and Overhead and (ii) the costs of which must, if the tasks were performed by third parties, be included within the Maximum Allowable Developer Fee and Overhead.*

*\*\* Maximum Allowable Developer Fee and Overhead is calculated as follows: 5% of acquisition costs, plus 15% of the first \$3 million of fee-based development costs, plus 12.5% of fee-based development costs between \$3 and \$5 million, plus 10% of fee-based development costs in excess of \$5 million (Per DHCD QAP Guidelines).*

### Initial Unit/Rent Schedule

Affordable Units @ 80% AMI	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units					
Number Square Feet					
Monthly Rent					
Utility Allowance					

Affordable Units @ 50% AMI	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units					
Number Square Feet					
Monthly Rent					
Utility Allowance					

Describe utility allowance assumptions (*utilities to be paid by tenants*): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Market Rate Units	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units					
Number Square Feet					
Monthly Rent					

**Initial Rental Operating Pro-Forma** (for year one of operations)

Item	Notes	Amount
Permanent Debt Assumptions		
Loan Amount	Lender:	
Annual Rate		
Term		
Amortization		
Lender Required Debt Service Coverage Ratio		
Gross Rental Income		
Other Income (utilities, parking)		
Less Vacancy (Market Units)	5% (vacancy rate)	
Less Vacancy (Affordable Units)	5% (vacancy rate)	
Gross Effective Income		
Less Operating Expenses	Per Unit:	
Net Operating Income		
Less Permanent Loan Debt Service		
Cash Flow		
Debt Service Coverage		

Describe "other income": \_\_\_\_\_

\_\_\_\_\_

**Rental Operating Expense Assumption**

Item	Notes	Amount
Assumed Maximum Operating Expenses	Calculated based on Net Operating Income, Debt Service and required Debt Service Coverage listed above.	
Assumed Maximum Operating Expense/Unit*	Number of Units:	

\* MassHousing may request further detail regarding projected operating expenses if such expenses appear higher or lower than market comparables.

## Required Attachments Relating to Section 5

### 5.1 New England Fund Lender Letter of Interest *(required for projects with NEF financing)*

Please attach a Letter of Interest from a current Federal Home Loan Bank of Boston (FHLBB) member bank regarding financing for the proposed development. The letter of interest must include, at a minimum, the following:

- Identification of proposed borrower, and brief description of the bank's familiarity with the borrower;
- Brief description of the Proposed Project, including location, number of units and type of building (townhouse, garden style, etc.);
- Confirmation that the bank is a current FHLBB member bank and that the bank will specifically use NEF funds for the proposed development.

*NOTE: Binding Construction and Permanent Financing Commitments (or evidence of closed loans) will be required at the time you apply for Final Approval from MassHousing.*

### 5.2 Market Rental Comparables *(required)*

Please provide a listing of market rents being achieved in properties comparable to the proposed project.

### 5.3 Market Study *(if available)*

MassHousing may require a market study at Final Approval for projects located in areas where the need or demand for the type of housing being proposed cannot be clearly demonstrated.

## Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund (“NEF”) Rental Projects

### Section 6: APPLICANT QUALIFICATIONS, ENTITY INFORMATION AND CERTIFICATION

*In order to issue Site Approval, MassHousing must find (as required by 760 CRM 56.04 (4)) that the applicant is either a non-profit public agency or would be eligible to apply as a Limited Dividend Organization and meets the general eligibility standards of the program.*

Name of Proposed Project: \_\_\_\_\_

#### Development Team

Developer/Applicant: \_\_\_\_\_

Development Consultant (if any): \_\_\_\_\_

Attorney: \_\_\_\_\_

Architect: \_\_\_\_\_

Contractor: \_\_\_\_\_

Lottery Agent: \_\_\_\_\_

Management Agent: \_\_\_\_\_

Other (specify): \_\_\_\_\_

Other (specify): \_\_\_\_\_

#### Role of Applicant in Current Proposal

Development Task	Developer/Applicant	Development Consultant (identify)
Architecture and Engineering		
Local Permitting		
Financing Package		
Construction Management		
Other		

#### Applicant's Ownership Entity Information

Please identify for each of (i) the Applicant and, if different (ii) the Proposed Development Entity, the following (collectively with the Applicant and the Proposed Development Entity, the "Applicant Entities"): the Managing Entities, Principals, Controlling Entities and Affiliates of each.

*Note: For the purposes hereof, "Managing Entities" shall include all persons and entities (e.g., natural persons, corporations, partnerships, limited liability companies, etc., including beneficiaries of nominee trusts) who are managers of limited liability companies, general partners of limited partnerships, managing general partners of limited liability partnerships, directors and officers of corporations, trustees of trusts, and other similar persons and entities that have the power to manage and control the activities of the Applicant and/or Proposed Development Entity.*

*"Principal or Controlling Entities" shall include all persons and entities (e.g., natural persons, corporations, partnerships, limited liability companies, etc., including beneficiaries of nominee trusts) that shall have the right to*

- (i) approve the terms and conditions of any proposed purchase, sale or mortgage;*
- (ii) approve the appointment of a property manager; and/or*
- (iii) approve managerial decisions other than a decision to liquidate, file for bankruptcy or incur additional indebtedness.*

*Such rights may be exercisable either (i) directly as a result of such person's or entity's role within the Applicant or the Proposed Development Entity or the Managing Entities of either or (ii) indirectly through other entities that are included within the organizational structure of the Applicant and/or Proposed Development Entity and the Managing Entities of either.*

*In considering an application, MassHousing will presume that there is at least one Principal or Controlling Entity of the Applicant and of the Proposed Development Entity. Any person or persons who have purchased an interest for fair market value in the Applicant and/or Proposed Development Entity solely for investment purposes shall not be deemed a Principal or Controlling Entity.*

*"Affiliates" shall include all entities that are related to the subject organization by reason of common control, financial interdependence or other means.*

## **Applicant**

Name of Applicant: \_\_\_\_\_

Entity Type (limited liability company, limited partnership, limited liability partnership, corporation, trust, etc.): \_\_\_\_\_

State in which registered/formed: \_\_\_\_\_

List **all** Managing Entities of Applicant (*you must list at least one*): \_\_\_\_\_

List **all** Principals and Controlling Entities of Applicant and (*unless the Managing Entity is an individual*) its Managing Entities (*use additional pages as necessary*): \_\_\_\_\_

List **all** Affiliates of Applicant and its Managing Entities (*use additional pages as necessary*): \_\_\_\_\_

## 2. Proposed Development Entity

Name of Proposed Development Entity: \_\_\_\_\_

Entity Type (*limited liability company, limited partnership, limited liability partnership, corporation, trust, etc.*): \_\_\_\_\_

State in which registered/formed: \_\_\_\_\_

List **all** Managing Entities of Proposed Development Entity (*you must list at least one*): \_\_\_\_\_

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List **all** Principals and Controlling Entities of Proposed Development Entity and (*unless the Managing Entity is an individual*) its Managing Entities (*use additional pages as necessary*): \_\_\_\_\_

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List **all** Affiliates of Proposed Development Entity and its Managing Entities (*use additional pages as necessary*): \_\_\_\_\_

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## Applicant Entity 40B Experience

Please identify **every** Chapter 40B project in which the Applicant or a member of the project team has or had an interest. For each such project, state whether the construction has been completed and whether cost examination has been submitted (*use additional pages as necessary*).

40B Project	Applicant or Team Member	Role	Municipality	Number of Units/Type	Year Completed	Cost Cert Submitted?



## Certification

I hereby certify on behalf of the Applicant, *under pains and penalties of perjury*, that the information provided above for each of the Applicant Entities is, to the best of my knowledge, true and complete; and that each of the following questions has been answered correctly to the best of my knowledge and belief:

*(Please attach a written explanation for all of the following questions that are answered with a "Yes". Explanations should be attached to this Section 6.)*

Is there pending litigation with respect to any of the Applicant Entities? Yes \_\_\_ No \_\_\_

Are there any outstanding liens or judgments against any properties owned by any of the Applicant Entities? Yes \_\_\_ No \_\_\_

Have any of the Applicant Entities failed to comply with provisions of Massachusetts law related to taxes, reporting of employees and contractors, or withholding of child support? Yes \_\_\_ No \_\_\_

Have any of the Applicant Entities ever been the subject of a felony indictment or conviction? Yes \_\_\_ No \_\_\_

During the last 10 years, have any of the Applicant Entities ever been a defendant in a lawsuit involving fraud, gross negligence, misrepresentation, dishonesty, breach of fiduciary responsibility or bankruptcy? Yes \_\_\_ No \_\_\_

Have any of the Applicant Entities failed to carry out obligations in connection with a Comprehensive Permit issued pursuant to M.G.L. c. 40B and any regulations or guidelines promulgated thereunder (whether or not MassHousing is or was the Subsidizing Agency/Project Administrator) including, but not limited to, completion of a cost examination and return of any excess profits or distributions? Yes \_\_\_ No \_\_\_

Have any of the Applicant Entities ever been charged with a violation of state or federal fair housing requirements? Yes \_\_\_ No \_\_\_

Are any of the Applicant Entities not current on all existing obligations to the Commonwealth of Massachusetts, and any agency, authority or instrument thereof? Yes \_\_\_ No \_\_\_

I further certify that the information set forth set forth in this application (including attachments) is true, accurate and complete as of the date hereof to the best of my/our knowledge, information and belief. I further understand that MassHousing is relying on this information in processing the request for Site Approval in connection with the above-referenced project; and

I further certify that we have met with a representative of the 40B Department at MassHousing and understand the requirements for a) completing this application and b) the procedures if and when Site Approval is granted, including the requirement for (i) the use of the standard MassHousing Regulatory Agreement, (ii) submission to MassHousing, of a cost certification examined in accordance with AICPA attestation standards by ninety days of project completion (and prior to permanent loan closing if MassHousing is the permanent lender), of an audited cost certification by an approved certified public accountant and (iii) the posting of surety for completion of the cost certification as a condition of Final Approval by MassHousing under Chapter 40B.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Required Attachments Relating to Section 6**

### **6.1 Development Team Qualifications**

Please attach resumes for principal team members (Applicant, consultant, attorney, architect, general contractor, management agent, lottery agent, etc.) and list of all relevant project experience for 1) the team as a whole and 2) individual team members. Particular attention should be given to demonstrating experience with (i) projects of a similar scale and complexity of site conditions, (ii) permitting an affordable housing development, (iii) design, and (iv) financing. The development team should demonstrate the ability to perform as proposed and to complete the project in a competent and timely manner, including the ability to pursue and carry out permitting, financing, marketing, design and construction.

*(If the Applicant (or, if the Applicant is a single purpose entity, its parent developer entity) has received financing from MassHousing within the past five (5) years for a development of comparable size and complexity to the Proposed Project, no resume or list of project experience need be submitted for the Applicant or, as applicable, its parent developer entity. Information regarding the other team members still will be required.)*

### **6.2 Applicant's Certification**

Please attach any additional sheets and any written explanations for questions answered with "yes" as required for Certification.

**Application for Chapter 40B Project Eligibility/Site Approval  
for MassHousing-Financed and New England Fund (“NEF”) Rental Projects**

**Section 7: NOTIFICATIONS AND FEES**

Name of Proposed Project: \_\_\_\_\_

**Notice**

Date(s) of meetings, if any, with municipal officials prior to submission of application to MassHousing: \_\_\_\_\_

Date copy of complete application sent to chief elected office of municipality: \_\_\_\_\_

Date notice of application sent to DHCD: \_\_\_\_\_

**Fees** *(all fees should be payable to MassHousing)*

MassHousing Application Processing Fee (\$2500): \_\_\_\_\_

Chapter 40B Technical Assistance/Mediation Fee

a. Base Fee: \_\_\_\_\_  
*(Limited Dividend Sponsor \$2500, Non-Profit or Public Agency Sponsor \$1,000)*

b. Unit Fee *(all projects)* \$30 per Unit: \_\_\_\_\_

Total TA/Mediation Fee *(Base Fee plus Unit Fee)*: \_\_\_\_\_

Total Fees Due: \_\_\_\_\_

**Land Appraisal Cost**

*You will be required to pay for an “as-is” market value appraisal of the Site to be commissioned by MassHousing. MassHousing will contact you once a quote has been received for the cost of the appraisal.*

## **Required Attachments Relating to Section 7**

- 7.1** Narrative describing any prior correspondence and/or meetings with municipal officials
- 7.2** Evidence (such as a certified mail receipt) that a copy of the complete application package was sent to the chief elected official of municipality (may be submitted after the application is submitted to MassHousing)
- 7.3** Copy of notice of application sent to DHCD
- 7.4** Check made payable to MassHousing for Processing Fee (\$2500)
- 7.5** Check made payable to MassHousing for Technical Assistance/Mediation Fee
- 7.6** W-9 (Taxpayer Identification Number)

## Application Checklist

The documentation listed below must, where applicable, accompany each application. For detailed descriptions of these required documents, please see the relevant sections of the application form.

\* Applications missing any of the documents indicated by an asterisk will not be processed by MassHousing until MassHousing receives the missing item(s).

- ☐ \* Completed application form, and certification under pains and penalties of perjury (*one (1) signed original accompanied by two (2) copies of the complete application package*)
- ☐ \* Location Map
- ☐ Tax Map
- ☐ \* Directions to the Proposed Site
- ☐ \* Existing Conditions Plan
- ☐ Aerial Photographs
- ☐ Site/Context Photographs
- ☐ \* Documentation Regarding Site Characteristics/Constraints
- ☐ \* By Right Site Plan, if Applicable
- ☐ \* Preliminary Site Layout Plan(s)
- ☐ \* Graphic Representations of Project/Preliminary Architectural Plans
- ☐ \* Narrative Description of Design Approach
- ☐ \* Tabular Zoning Analysis
- ☐ Sustainable Development Principles Evaluation Assessment Form
- ☐ \* Evidence of Site Control (*documents and any plans referenced therein*)
- ☐ Land Disposition Agreement, if Applicable
- ☐ \* NEF Lender Letter of Interest
- ☐ Market Rental Comparables
- ☐ Market Study, if Required by MassHousing
- ☐ \* Development Team Qualifications
- ☐ Applicant's Certification (*any required additional sheets*)
- ☐ Narrative describing prior contact (*if any*) with municipal officials
- ☐ \* Evidence that a copy of the application package has been received by the chief elected official in the municipality (*may follow after initial submission of application package, but site visit will not be scheduled nor request for municipal comments made until such evidence is received by MassHousing*)
- ☐ Copy of Notification Letter to DHCD
- ☐ \* Fees (\$5,000 plus \$30 per unit of housing proposed) payable to MassHousing (*once an appraiser has been selected by MassHousing and an appraisal fee quoted, an additional non-refundable appraisal fee will be required*)






**[ATTACH SUSTAINABLE DEVELOPMENT SCORECARD HERE]**



# Site Map

The Village at Sudbury Station

## Legend

-  Church
-  Location Map
-  Peter Noyes Elementary
-  Sudbury Fire & Police Dept
-  Sudbury Town Hall

Peters Way access Concord Road

Hudson Road access

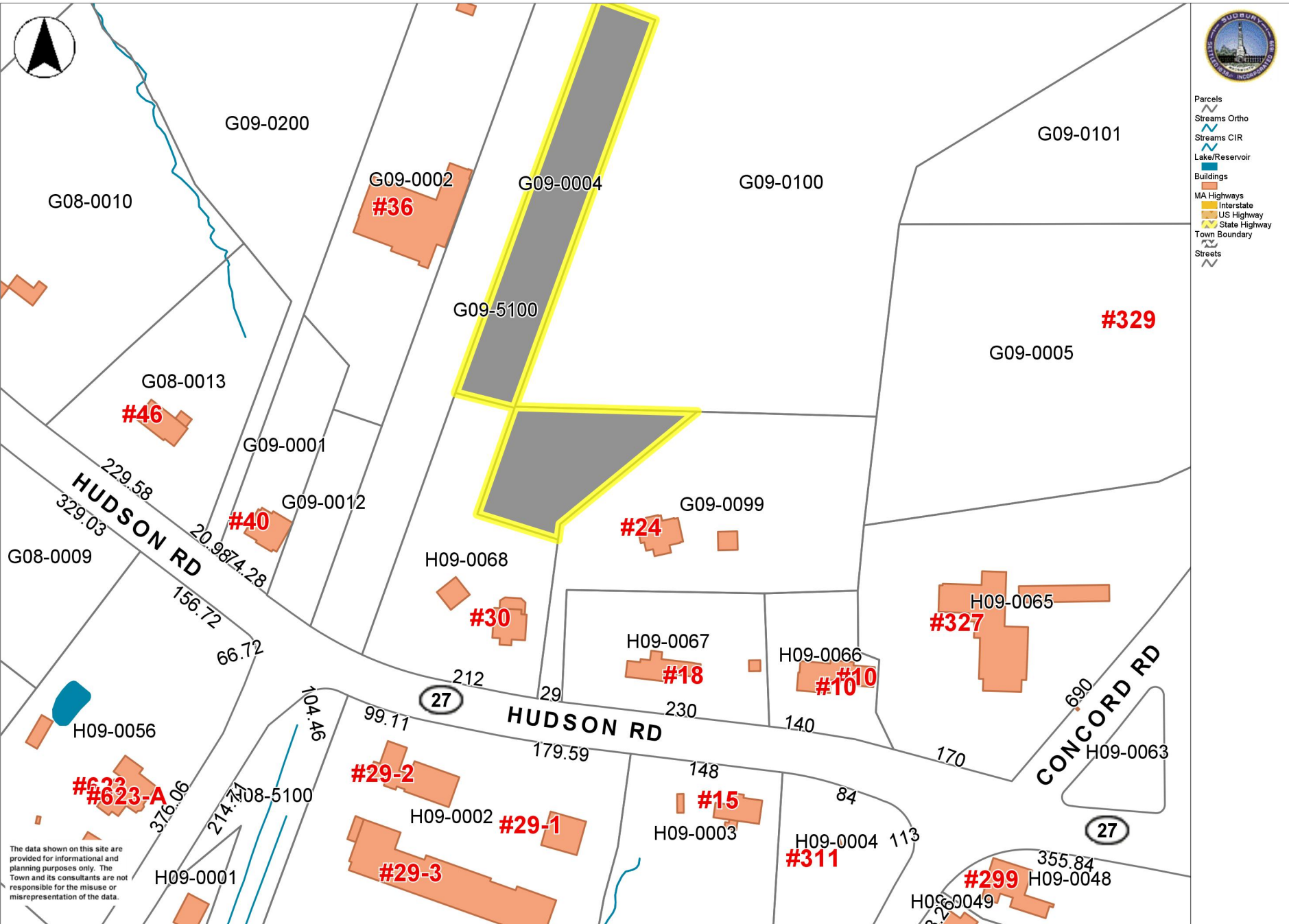
Google earth

© 2015 Google

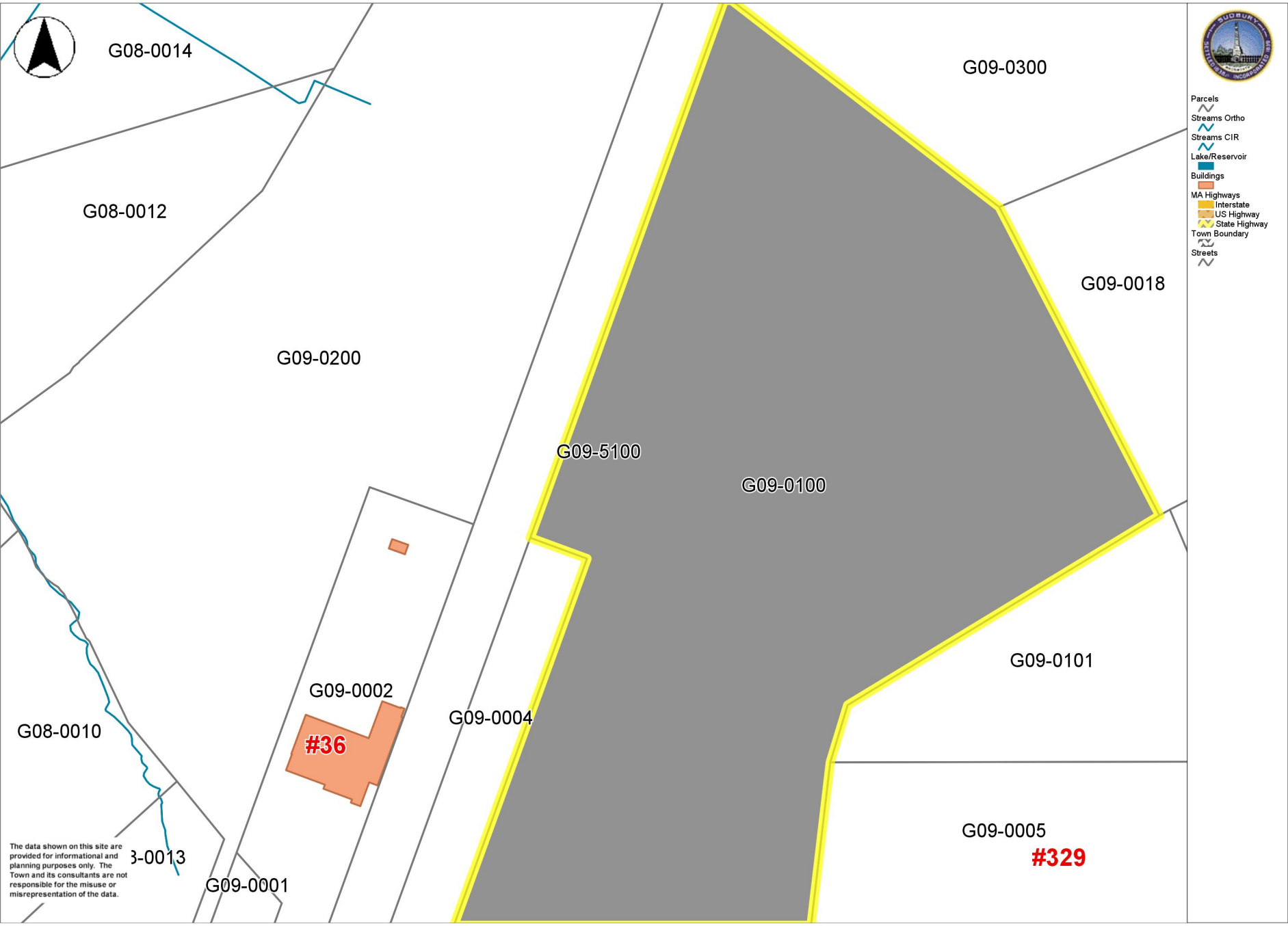
1000 ft













- Parcels
- Streams Ortho
- Streams CIR
- Lake/Reservoir
- Buildings
- MA Highways
  - Interstate
  - US Highway
  - State Highway
- Town Boundary
- Streets

COMMONWEALTH OF MASSACHUSETTS

CANDY HILL RD

The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.

0 410 820 ft

Printed on 09/08/2015 at 10:54 PM

#41 #29 #23 #16 #435 #Lot 3 #427 #19 #419 #411 #414 #404 #402 #394 #40 #39 #53 #377 #391 #379-A #379-A #357





Trip to:

**Sudbury, MA**

23.23 miles / 32 minutes

Notes

OBAMA URGES  
HOMEOWNERS TO SWITCH  
TO A 15 YEAR FIXED



©2014

LowerMyBills.com

**A Boston, MA**

Download  
Free App

1. Start out going **west** on **State St** toward **Congress St**. [Map](#)

**0.01 Mi**

0.01 Mi Total

2. Take the **1st left** onto **Congress St**. [Map](#)

**0.4 Mi**

0.4 Mi Total

3. Turn **right** onto **Purchase St**. [Map](#)

**0.01 Mi**

0.4 Mi Total

4. Merge onto **I-90 W / Massachusetts Tpke W** via the ramp on the **left** toward **Worcester** (Portions toll). [Map](#)

**11.5 Mi**

11.8 Mi Total

5. Take the **I-95 / MA-128** exit, **EXIT 15**, toward **Waltham / Dedham**. [Map](#)

**0.3 Mi**

12.2 Mi Total

6. Keep **left** to take the **I-95 N / MA-128 N** ramp toward **MA-30 / New Hampshire - Maine / Points North**. [Map](#)

**0.5 Mi**

12.7 Mi Total

7. Merge onto **I-95 N / MA-128 N / Yankee Division Hwy N** via the ramp on the **left** toward **Waltham / Portsmouth NH**. [Map](#)

**1.9 Mi**

14.6 Mi Total

8. Merge onto **US-20 E / Boston Post Rd** via **EXIT 26** toward **Waltham / Weston**. [Map](#)

**0.3 Mi**

14.8 Mi Total

9. Take the **US-20 W** ramp toward **Weston / Marlboro**. [Map](#)

**0.1 Mi**

14.9 Mi Total

10. Turn **slight left** onto **US-20 W / Boston Post Rd**. Continue to follow **US-20 W**. [Map](#)

**5.1 Mi**

20.0 Mi Total

11. Turn **right** onto **Cochituate Rd / MA-27 / MA-126**. Continue to follow **MA-27**. [Map](#)

**3.2 Mi**

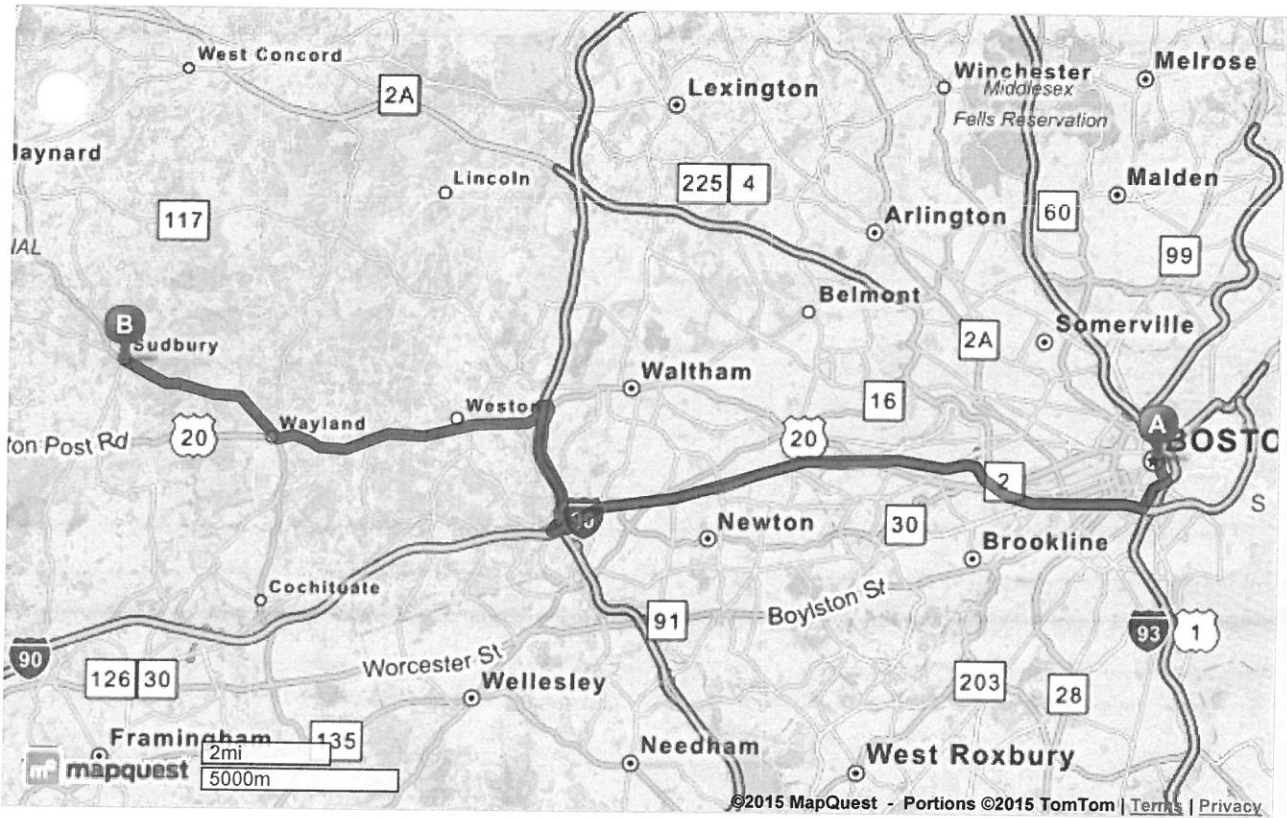
23.2 Mi Total

12. Welcome to **SUDBURY, MA**. [Map](#)

If you are on **MA-27** and reach **Peakham Rd** you've gone about 0.1 miles too far



Total Travel Estimate: **23.23 miles - about 32 minutes**



©2015 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. [View Terms of Use](#)

## Direction to the site

### Access from Peter's Way

1. Go north at the intersection of Hudson Road and Concord Road approximately 1,700 feet.
2. Take a left onto Peters Way a dirt road
3. Drive until you reach stone barrier – approximately 500 feet.
4. Property is due west.

### Access from Town of Sudbury overflow athletic field

1. Go west at the intersection of Hudson Road and Concord Road approximately 1,000 feet.
2. Take a right just past rail road track into Ti-Sales.
3. Drive through Ti-Sales until you reach a dirt parking lot.
4. Park, enter overflow athletic field through gate.
5. Walk to the north end of the athletic field where you will see an opening in the woods.
6. Take path in woods east (right).
7. Once you cross over the rail road track you are in the property.

- LEGEND**
- |   |                    |     |                         |
|---|--------------------|-----|-------------------------|
| ① | DRAIN MAN HOLE     | —○— | UTILITY POLE & GUY WIRE |
| — | DRAINAGE LINE      | —○— | CHAIN LINK FENCE        |
| — | CATCH BASIN        | —○— | LIGHTPOST               |
| — | SEWER LINE         | —○— | HANDICAP SPACE          |
| ⑤ | SEWER MAN HOLE     | —○— | ELECTRIC TRANSFORMER    |
| — | BITUMINOUS CURBING | —○— | SIGN                    |
| — | EDGE OF PAVEMENT   | —○— | VERTICAL BENCHMARK      |
| — | GUARD RAIL         | —○— | DECIDUOUS TREE >8"      |
| — | APPROX. WATERLINE  | —○— | CONIFEROUS TREE >8"     |
| — | HYDRANT            | —○— | TREELINE                |
| — | WATERGATE          | —○— | SPOT GRADE              |
| — | APPROX. GAS LINE   | —○— | WETLAND LINE            |
| — | GAS GATE           | —○— | TELEPHONE MAN HOLE      |

**GENERAL NOTES:**

1. THIS PLAN IS BASED ON AN ON-THE-GROUND SURVEY BY SULLIVAN CONNORS AND ASSOCIATES PERFORMED IN APRIL 2015.
2. TOPOGRAPHY SHOWN HEREON IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.
3. LEGAL STATUS OF EASEMENTS AND WAYS, NOT DETERMINED BY THIS SURVEY.
4. WETLANDS SHOWN HEREON WERE FLAGGED BY LEC ENVIRONMENTAL CONSULTANTS INC. AND LOCATED ON-THE-GROUND BY SULLIVAN CONNORS AND ASSOCIATES
5. THE LOCATION OF THE WETLAND LINE LOCATED ON LAND N/F GIMBER AND LAND N/F ARMSTRONG, ADJACENT TO PETERS WAY HAD BEEN DETERMINED BY LEC ENVIRONMENTAL CONSULTANTS INC. AND PLOTTED BASED ON A SKETCH PLAN PROVIDED TO SULLIVAN CONNORS AND ASSOCIATES. THIS APPROXIMATE BOUNDARY OF BORDERING VEGETATED WETLANDS WAS DETERMINED BY LEC ENVIRONMENTAL CONSULTANTS VIA FIELD OBSERVATION FROM THE SUBJECT PROPERTY FOR THE PURPOSES OF ESTABLISHING CONSERVATION COMMISSION JURISDICTION ON THE SUBJECT PROPERTY.
6. A PORTION OF THE LOCUS SHOWN HEREON IS LOCATED WITHIN THE 100 YEAR FEDERAL FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR THE TOWN OF SUDBURY, PANEL 388 OF 656, MAP NUMBER 25017C0368F, DATED JULY 7, 2014.
7. THE BORDERING LAND SUBJECT TO FLOODING SHOWN HEREON IS BASED UPON THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP AND THE FLOOD INSURANCE STUDY DATED JULY 7, 2014.

SHEET 4

SHEET 3

SHEET 2

PREPARED FOR:

CHRISTOPHER CLAUSSEN

**SULLIVAN, CONNORS  
AND ASSOCIATES**

LAND SURVEYING AND CIVIL ENGINEERING  
121 BOSTON POST ROAD  
SUDBURY, MASSACHUSETTS 01776  
PHONE: 978-443-9566 FAX: 978-443-8915

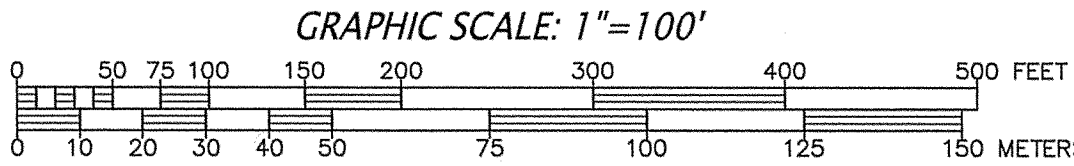
EXISTING CONDITIONS PLAN  
OF  
PETERS WAY & PETERS WAY EXT.  
IN  
SUDBURY, MASS.

REVISED: DESCRIPTION:

DRAWN BY: VHH CHECK BY: VC

DATE: JULY 8, 2015

SCALE: 1"=80' SHEET 1 OF 4





GENERAL NOTES:

1. THIS PLAN IS BASED ON AN ON-THE-GROUND SURVEY BY SULLIVAN CONNORS AND ASSOCIATES PERFORMED IN APRIL 2015.
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6. A PORTION OF THE LOCUS SHOWN HEREON IS LOCATED WITHIN THE 100 YEAR FEDERAL FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR THE TOWN OF SUDBURY, PANEL 368 OF 656, MAP NUMBER 25017C0368F, DATED JULY 7, 2014.
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PLAN 321 OF 1994



PREPARED FOR:

CHRISTOPHER CLAUSSEN

**SULLIVAN, CONNORS  
AND ASSOCIATES**  
LAND SURVEYING AND CIVIL ENGINEERING  
121 BOSTON POST ROAD  
SUDBURY, MASSACHUSETTS 01776  
PHONE: 978-443-9566 FAX: 978-443-8915

EXISTING CONDITIONS PLAN  
OF  
PETERS WAY & PETERS WAY EXT.  
IN  
SUDBURY, MASS.

REVISED:	DESCRIPTION:
DRAWN BY: VHH	CHECK BY: VC
DATE: JULY 8, 2015	
SCALE: 1"=50'	SHEET 2 OF 4



PREPARED FOR:

CHRISTOPHER CLAUSSEN

**SULLIVAN, CONNORS  
AND ASSOCIATES**

LAND SURVEYING AND CIVIL ENGINEERING

121 BOSTON POST ROAD

SUDBURY, MASSACHUSETTS 01776

PHONE: 978-443-9566 FAX: 978-443-8915

**EXISTING CONDITIONS PLAN  
OF  
PETERS WAY & PETERS WAY EXT.  
IN  
SUDBURY, MASS.**

REVISED: DESCRIPTION:

DRAWN BY: VHH CHECK BY: VC

DATE: JULY 8, 2015

SCALE: 1"=50' SHEET 3 OF 4

**GENERAL NOTES:**

1. THIS PLAN IS BASED ON AN ON-THE-GROUND SURVEY BY SULLIVAN CONNORS AND ASSOCIATES PERFORMED IN APRIL 2015.

2. TOPOGRAPHY SHOWN HEREON IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.

3. LEGAL STATUS OF EASEMENTS AND WAYS, NOT DETERMINED BY THIS SURVEY.

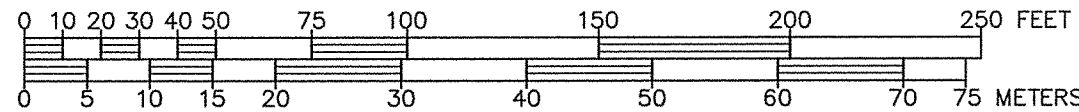
4. WETLANDS SHOWN HEREON WERE FLAGGED BY LEC ENVIRONMENTAL CONSULTANTS INC. AND LOCATED ON-THE-GROUND BY SULLIVAN CONNORS AND ASSOCIATES

5. THE LOCATION OF THE WETLAND LINE LOCATED ON LAND N/F GIMBER AND LAND N/F ARMSTRONG, ADJACENT TO PETERS WAY HAD BEEN DETERMINED BY LEC ENVIRONMENTAL CONSULTANTS INC. AND PLOTTED BASED ON A SKETCH PLAN PROVIDED TO SULLIVAN CONNORS AND ASSOCIATES. THIS APPROXIMATE BOUNDARY OF BORDERING VEGETATED WETLANDS WAS DETERMINED BY LEC ENVIRONMENTAL CONSULTANTS VIA FIELD OBSERVATION FROM THE SUBJECT PROPERTY FOR THE PURPOSES OF ESTABLISHING CONSERVATION COMMISSION JURISDICTION ON THE SUBJECT PROPERTY.

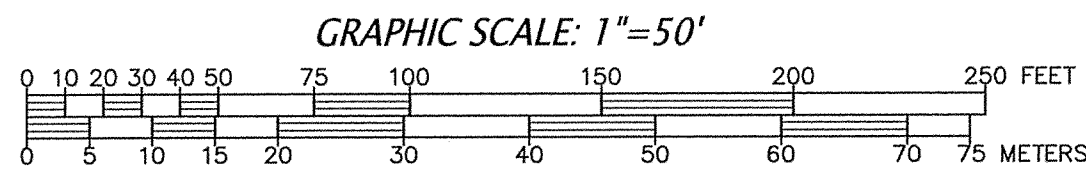
6. A PORTION OF THE LOCUS SHOWN HEREON IS LOCATED WITHIN THE 100 YEAR FEDERAL FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR THE TOWN OF SUDBURY, PANEL 368 OF 656, MAP NUMBER 25017C0368F, DATED JULY 7, 2014.

7. THE BORDERING LAND SUBJECT TO FLOODING SHOWN HEREON IS BASED UPON THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP AND THE FLOOD INSURANCE STUDY DATED JULY 7, 2014.

GRAPHIC SCALE: 1"=50'



PLAN 321 OF 1994



GENERAL NOTES:

1. THIS PLAN IS BASED ON AN ON-THE-GROUND SURVEY BY SULLIVAN CONNORS AND ASSOCIATES PERFORMED IN APRIL 2015.

2. TOPOGRAPHY SHOWN HEREON IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.

3. LEGAL STATUS OF EASEMENTS AND WAYS, NOT DETERMINED BY THIS SURVEY.

4. WETLANDS SHOWN HEREON WERE FLAGGED BY LEC ENVIRONMENTAL CONSULTANTS INC. AND LOCATED ON-THE-GROUND BY SULLIVAN CONNORS AND ASSOCIATES.

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7. THE BORDERING LAND SUBJECT TO FLOODING SHOWN HEREON IS BASED UPON THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP AND THE FLOOD INSURANCE STUDY DATED JULY 7, 2014.

N/F  
JAMES & SUSAN RICHARDS  
MAP G09, PARCEL 807  
DEED BK. 24467, PG. 551

N/F  
RAYMOND & CLAUDIA LIBERATORE  
MAP G09, PARCEL 806  
DEED BK. 47245, PG. 590

N/F  
RICHARD & ROBINLEE PARMENTER  
MAP G09, PARCEL 805  
DEED BK. 51758, PG. 562

N/F  
STEVEN KAITZ  
MAP G09, PARCEL 501  
DEED BK. 49033, PG. 144

N/F  
STEVEN KAITZ  
MAP G09, PARCEL 503  
DEED BK. 49033, PG. 144

N/F  
ODED MARON & HOLLY YANCO  
MAP G09, PARCEL 504  
DEED BK. 42395, PG. 398

PARCEL C  
AREA=119,255 S.F.  
(2.645 ACRES)  
SUBJECT TO AGRICULTURAL PRESERVATION RESTRICTION  
SEE MORD DEED BOOK 24441, PAGE 597

PREPARED FOR:

CHRISTOPHER CLAUSSEN

SULLIVAN, CONNORS  
AND ASSOCIATES

LAND SURVEYING AND CIVIL ENGINEERING  
121 BOSTON POST ROAD  
SUDBURY, MASSACHUSETTS 01776  
PHONE: 978-443-9566 FAX: 978-443-8915

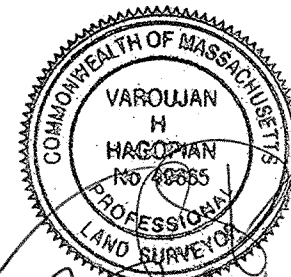
EXISTING CONDITIONS PLAN  
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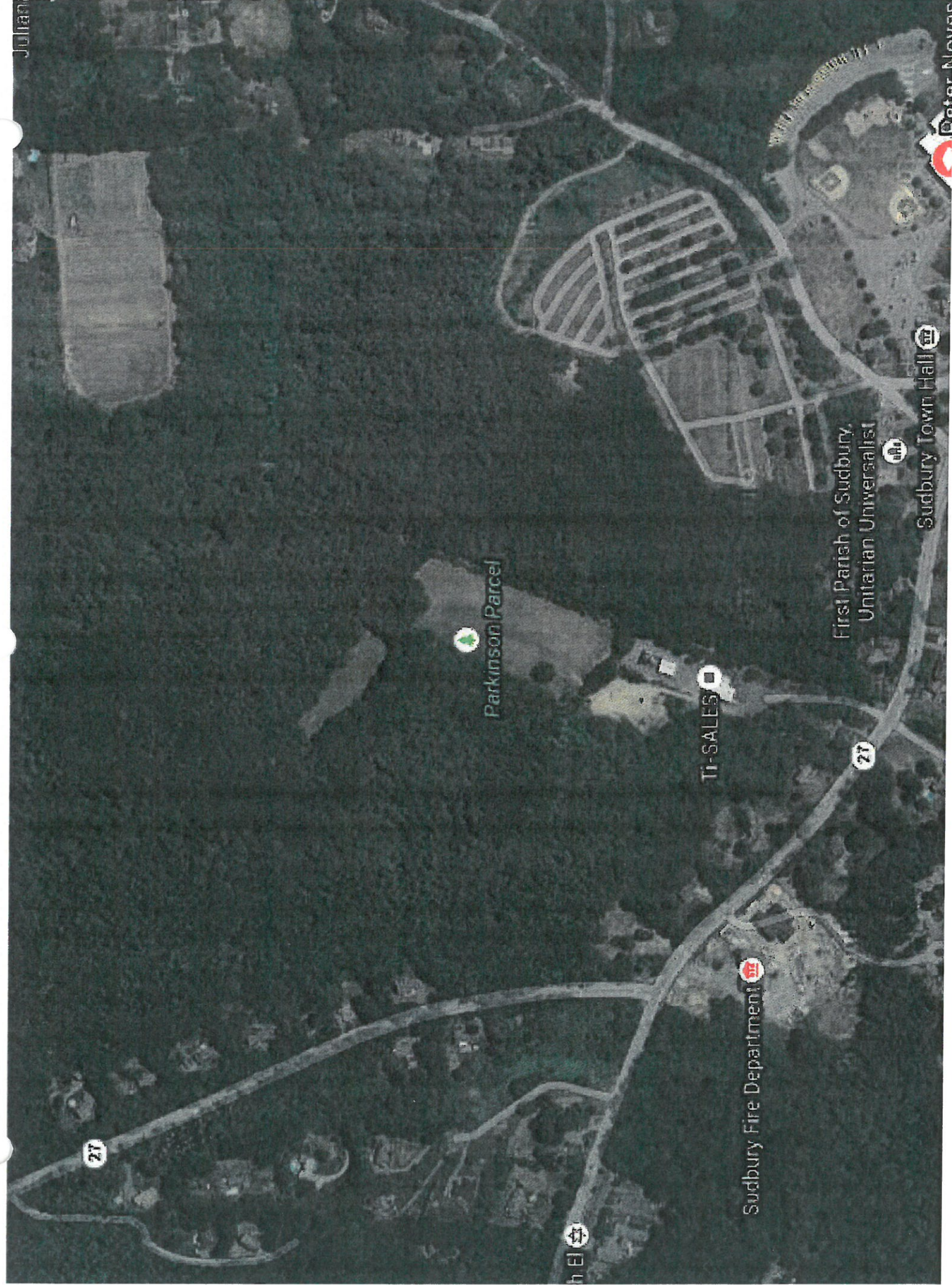
DATE: JULY 8, 2015

SCALE: 1"=50' SHEET 4 OF 4



PLAN 321 OF 1994





27

Parkinson Parcel

Ti-SALES

Sudbury Fire Department

First Parish of Sudbury,  
Unitarian Universalist

Sudbury Town Hall

Peter Noyes



**Exhibit 1- Site and Neighborhood Pictures**

## Subject Property



Looking west from existing Peter's Way entrance road off of Concord Road towards wooded section of Subject Property; town cemeteries outside of picture on left



Looking north towards wooded section of Subject Property from area behind town cemeteries





Looking northeast towards wooded section of Subject Property from area behind town cemeteries;  
town cemeteries and Peter's Way on right outside of picture



Looking west towards wooded section of Subject Property from area behind town cemeteries





Looking south towards town cemeteries from eastern border of Subject Property



Looking east towards Concord Road (not visible) from eastern border of Subject Property  
with town cemeteries in foreground





Looking south on Concord Road towards Sudbury Center from  
existing Peter's Way entrance to Subject Property



Looking north on Concord Road with single family homes on the left from  
existing Peter's Way entrance to Subject Property





Looking northeast from Hudson Road to existing access road to Subject Property,  
with single family home just to the east of the current access road



Looking south from access road to Subject Property looking towards Hudson Road and Town Square  
retail development with single family home on right partially shaded by trees





Looking west on Hudson Road (Rt. 27) from existing Hudson Road entrance to Subject Property with Ti-Sales plant on right in foreground outside of picture



Looking east on Hudson Road (Rt. 27) towards intersection with Concord Road in Sudbury Center across from existing Hudson Road entrance to Subject Property in front of Town Square retail development





Looking northeast towards wooded section of Subject Property  
from Parkinson Parcel playing field



Looking north along abandoned rail bed to be converted into Bruce Freeman rail trail,  
wooded section of Subject Property on right

## Neighborhood



Sudbury Town Square retail development south off Hudson Road from Hudson Road entrance to Subject Property



Sudbury Town Square retail development with varying building styles





Looking west towards Town Square retail development from Sudbury Center, Hudson Road entrance to Subject Property on right outside of picture



Hudson Road and Concord Road intersection looking east in Sudbury Center, Presbyterian Church and Town Hall in background shaded by trees; First Parish Meeting House on left outside of picture





Sudbury Town Hall in Sudbury Center looking east from Concord Road



Looking north towards Route 27 and First Parish Meetinghouse in Sudbury Center, Presbyterian Church of Sudbury and Sudbury Town Hall in background





Hosmer House in Sudbury Center Historic District in background,  
Hudson Road/Old Sudbury Road in foreground looking south from Concord Road



Revolutionary Cemetery and Presbyterian Church of Sudbury  
east of Concord Road in Sudbury Center

### **Existing Conditions – Site Narrative**

The project locus consists of seven contiguous parcel of land in Sudbury, Massachusetts. From Hudson Road heading north the parcels are known as: 30 Hudson Road, Parcel A, Parcel 3, Parcel 3A, Parcel 2B, Parcel 3B, Parcel C as shown on the attached existing conditions survey. Total area of the parcel is 1,736,737 sf or 39.87 acres. The parcel affords two access points, one off of Hudson Road and the other off of Concord Road. Concord road access is from Peter's Way.

The site is bordered on the west side by an abandoned rail road line, a commercial office/warehouse building, a Town athletic field and Town land that is undisturbed. The rail road line is the planned Bruce R. Freeman rail trail that is undergoing permitting. To the north the property abuts a single family subdivision. To the east the property abuts single family homes and a cemetery. To the south the property abuts one single family home and Hudson Road. The locus is zoned Single Residence A and Single Residence C.

The Assessor's lot identifications are: Parcel A, and Parcel 3 = Map G09 / Parcel 4, Parcel 2A, and Parcel 1B = Map G09 / Parcel 100, Parcel C = Map G09 / Parcel 300, #30 Hudson Road = Map H09 / Parcel 68, Peters Way = shown as Peters Way / Peters Way Extension (Parcel 2B and 3B) = not shown on town maps.

There is public water, overhead power, natural gas and communications from Hudson and Concord Road. No public sewer is available. No existing site drainage was found servicing the property. The sites drain over land uncontrolled into abutting streets and private properties.

Site soils as listed on the Town's website are:

- 307D – Paxton fine sandy loam, 15 to 25 percent slopes
- 260B – Sudbury fine sandy loam, 3 to 8 percent slopes
- 51A – Swansea muck, 0 to 1 percent slopes
- 255A – Windsor loamy sand, 0 to 3 percent slopes
- 254A – Merrimac fine sandy loam, 0 to 3 percent slopes
- 256A – Deerfield loamy sand, 0 to 3 percent slopes

Site soils as listed on UC Davis USDA-NCSS SSURGO and STATSGO are:

- 307D – Paxton fine sandy loam, 15 to 25 percent slopes
- 260B – Sudbury fine sandy loam, 3 to 8 percent slopes
- 255A – Windsor loamy sand, 0 to 3 percent slopes
- 254A – Merrimac fine sandy loam, 0 to 3 percent slopes
- 256A – Deerfield loamy sand, 0 to 3 percent slopes

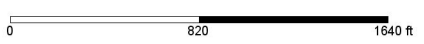




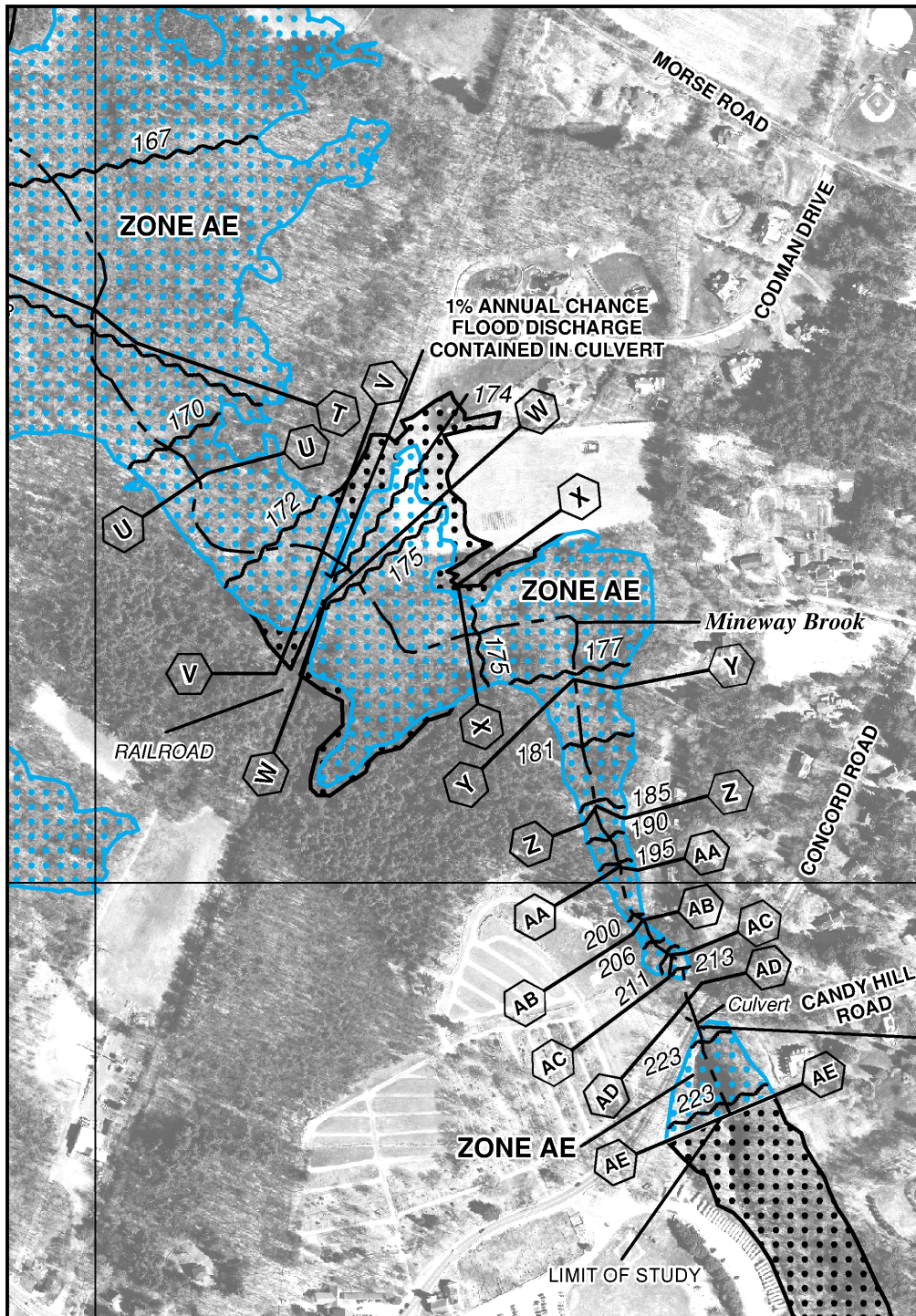
- Parcels
- Streams Ortho
- Streams CIR
- Lake/Reservoir
- MA FEMA Q3 Flood Zones
  - A
  - AE
  - AH
  - AO
  - V
  - VE
  - ANI
  - X500
  - D
  - UNDES
- Buildings
- MA Highways
  - Interstate
  - US Highway
  - State Highway
- Town Boundary
- Streets



The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.







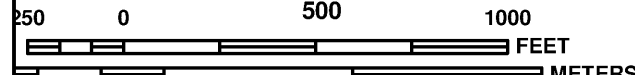
JOINS PANEL 0369

46° 00' 00" N  
96° 00' 00" W

1% ANNUAL CHANCE  
FLOOD DISCHARGE  
CONTAINED IN CULVERT



MAP SCALE 1" = 500'



NIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0368F

## FIRM

FLOOD INSURANCE RATE MAP  
MIDDLESEX COUNTY,  
MASSACHUSETTS  
(ALL JURISDICTIONS)

PANEL 368 OF 656

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

### CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
SUDBURY, TOWN OF	250217	0368	F

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.



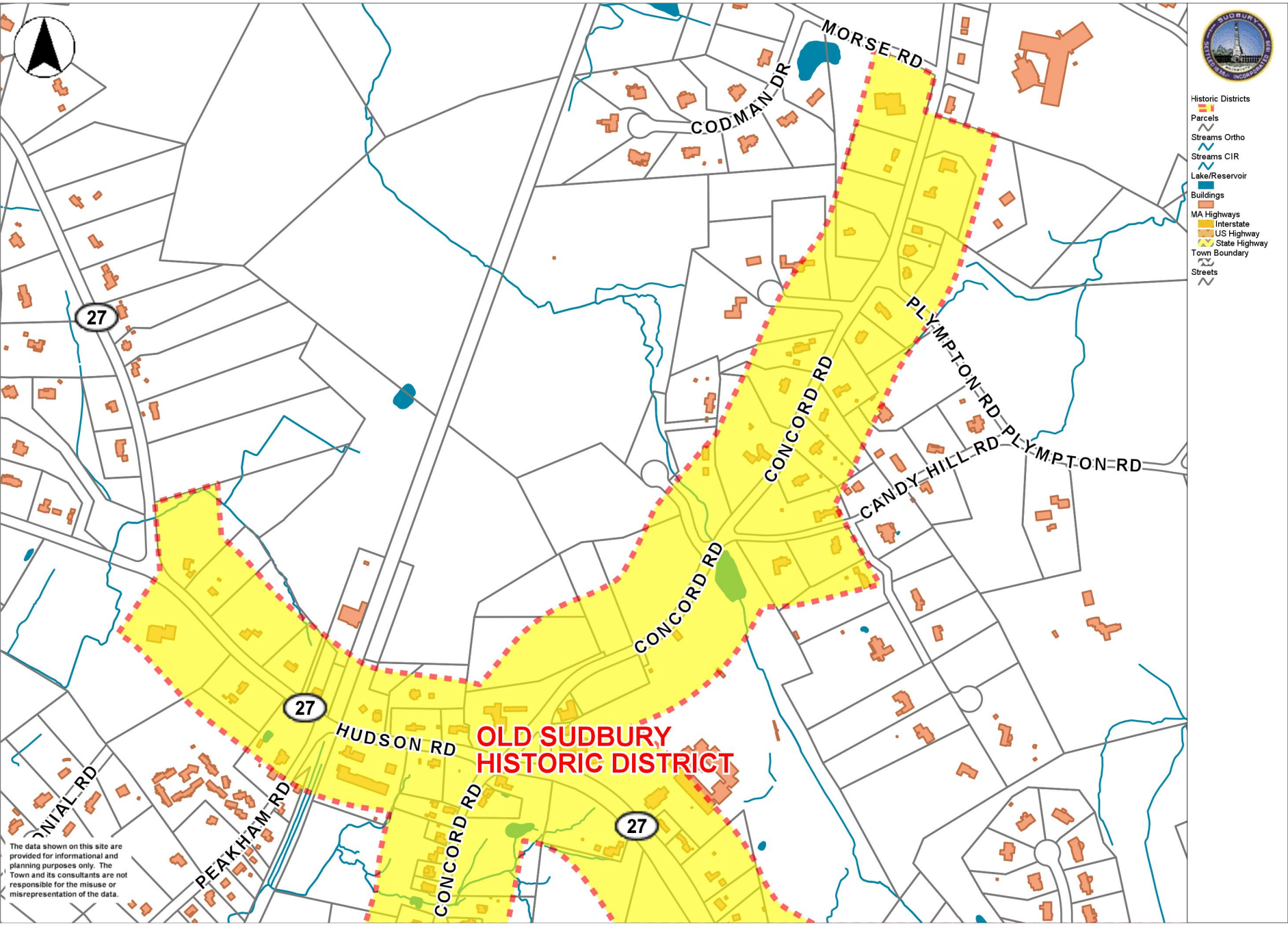
MAP NUMBER  
25017C0368F

MAP REVISED  
JULY 7, 2014

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)

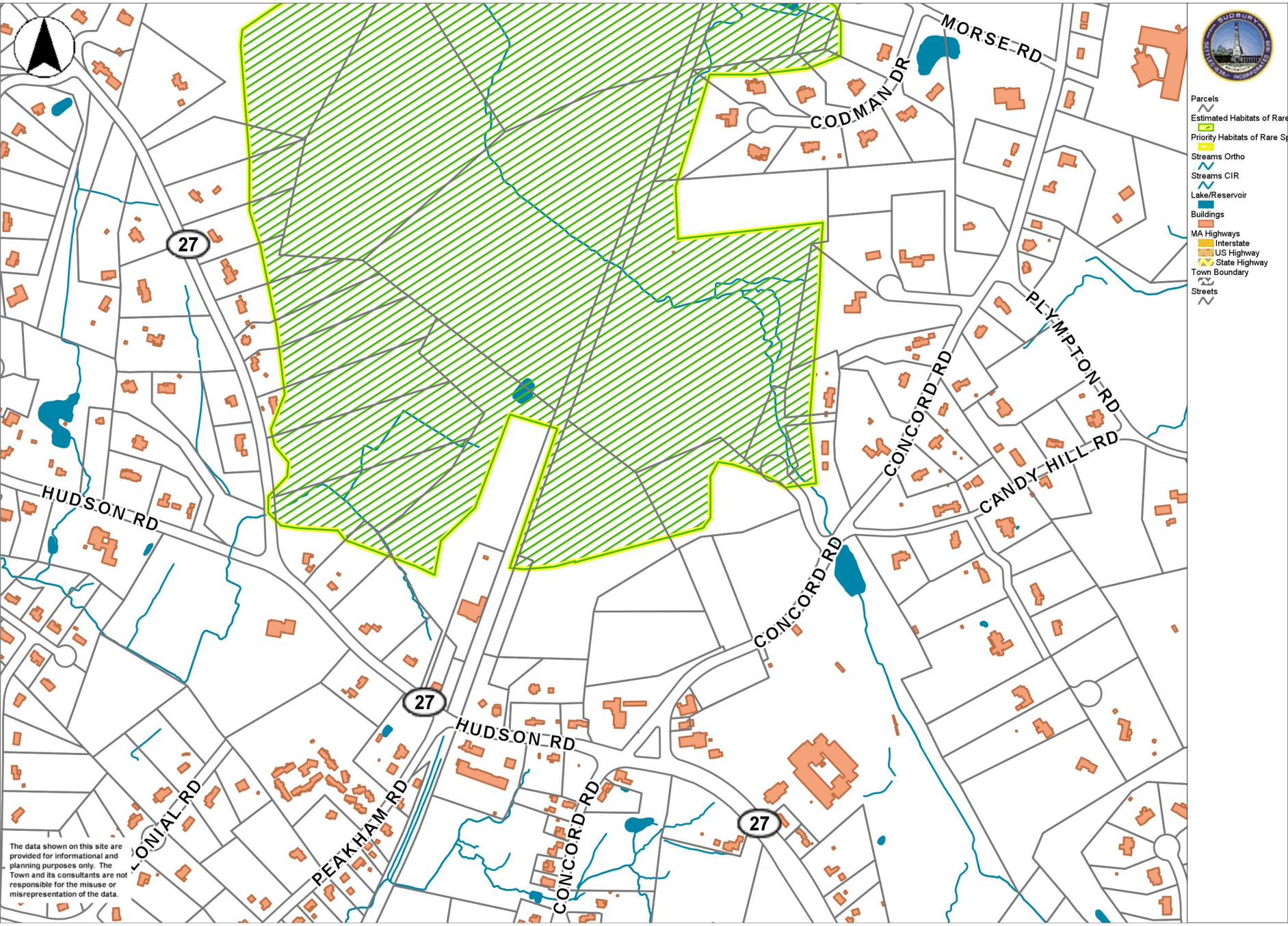




- Historic Districts
- Parcels
- Streams Ortho
- Streams CIR
- Lake/Reservoir
- Buildings
- MA Highways
- Interstate
- US Highway
- State Highway
- Town Boundary
- Streets

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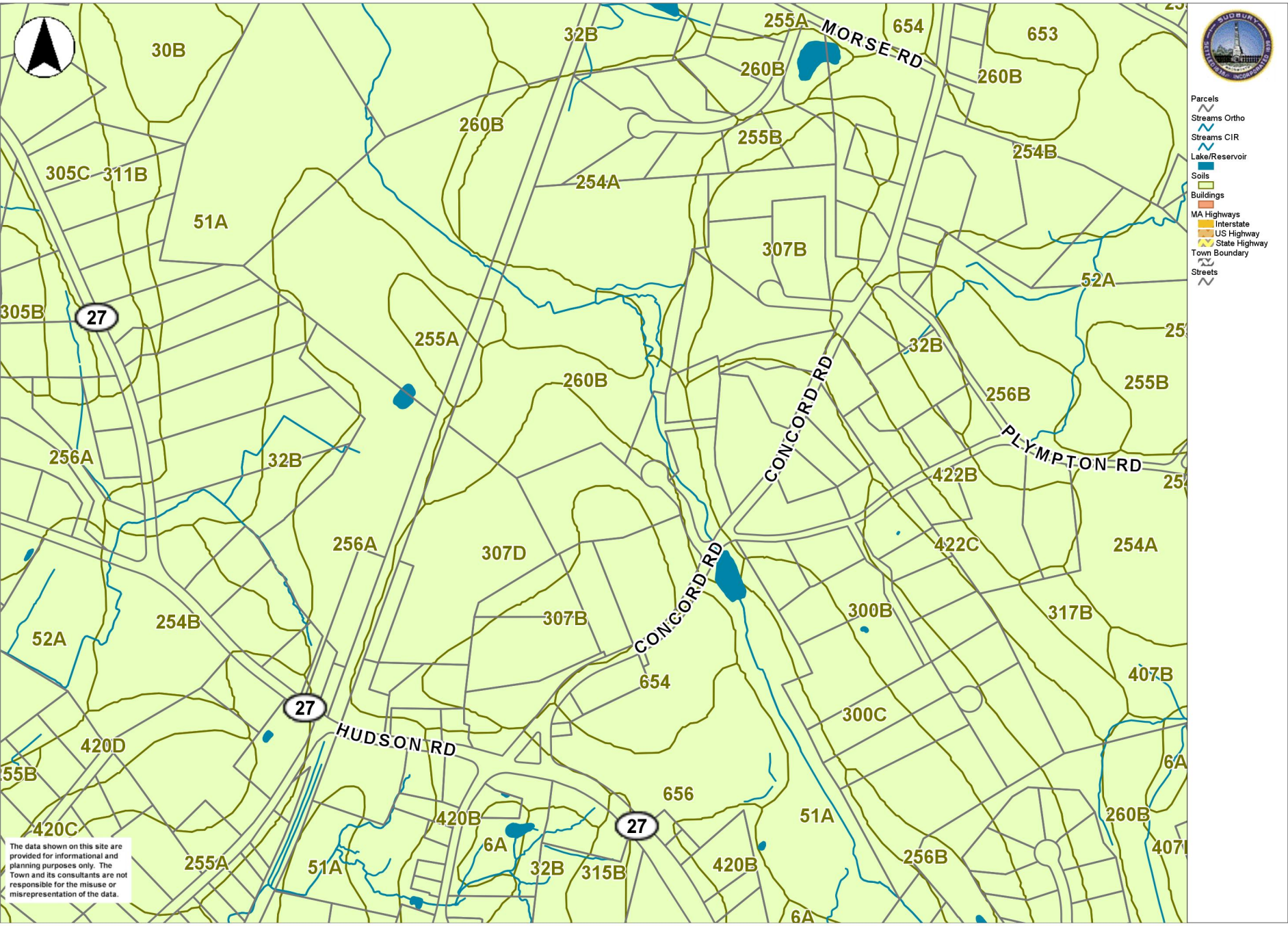




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- Sudbury Town Seal
- Parcels
- Estimated Habitats of Rare Wildlife
- Priority Habitats of Rare Species
- Streams Ortho
- Streams CIR
- Lake/Reservoir
- Buildings
- MA Highways
  - Interstate
  - US Highway
  - State Highway
- Town Boundary
- Streets





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MassWildlife

Commonwealth of Massachusetts

# Division of Fisheries & Wildlife

Wayne F. MacCallum, *Director*

December 09, 2014

Robert & Laura Abrams  
578 Boston Post Road  
Sudbury MA 01776

RE: Project Location: off Concord Road  
Town: SUDBURY  
NHESP Tracking No.: 14-33939

To Whom It May Concern:

Thank you for contacting the Natural Heritage and Endangered Species Program of the MA Division of Fisheries & Wildlife (the "Division") for information regarding state-listed rare species in the vicinity of the above referenced site. Based on the information provided, this project site, or a portion thereof, is located **within** Priority Habitat 528 (PH 528) and Estimated Habitat 437 (EH 437) as indicated in the *Massachusetts Natural Heritage Atlas* (13<sup>th</sup> Edition). Our database indicates that the following state-listed rare species have been found in the vicinity of the site:

<u>Scientific name</u>	<u>Common Name</u>	<u>Taxonomic Group</u>	<u>State Status</u>
<i>Ambystoma laterale</i>	Blue-Spotted Salamander	Amphibian	Special Concern

The species listed above is protected under the Massachusetts Endangered Species Act (MESA) (M.G.L. c. 131A) and its implementing regulations (321 CMR 10.00). State-listed wildlife are also protected under the state's Wetlands Protection Act (WPA) (M.G.L. c. 131, s. 40) and its implementing regulations (310 CMR 10.00). Fact sheets for most state-listed rare species can be found on our website ([www.mass.gov/nhesp](http://www.mass.gov/nhesp)).

Please note that projects and activities located within Priority and/or Estimated Habitat must be reviewed by the Division for compliance with the state-listed rare species protection provisions of MESA (321 CMR 10.00) and/or the WPA (310 CMR 10.00).

### Wetlands Protection Act (WPA)

If the project site is within Estimated Habitat and a Notice of Intent (NOI) is required, then a copy of the NOI must be submitted to the Division so that it is received at the same time as the local conservation commission. If the Division determines that the proposed project will adversely affect the actual Resource Area habitat of state-protected wildlife, then the proposed project may not be permitted (310 CMR 10.37, 10.58(4)(b) & 10.59). In such a case, the project proponent may request a consultation with the Division to discuss potential project design modifications that would avoid adverse effects to rare wildlife habitat.

A streamlined joint MESA/WPA review process is available. When filing a Notice of Intent (NOI), the applicant may file concurrently under the MESA on the same NOI form and qualify for a 30-day

Division of Fisheries and Wildlife

Field Headquarters, One Rabbit Hill Road, Westborough, MA 01581 (508) 389-6300 Fax (508) 389-7890  
An Agency of the Department of Fish and Game

[www.mass.gov](http://www.mass.gov)

streamlined joint review. For a copy of the NOI form, please visit the MA Department of Environmental Protection's website: <http://www.mass.gov/dep/water/approvals/wpaform3.doc>.

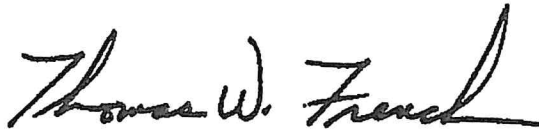
**MA Endangered Species Act (MESA)**

If the proposed project is located within Priority Habitat and is not exempt from review (see 321 CMR 10.14), then project plans, a fee, and other required materials must be sent to Natural Heritage Regulatory Review to determine whether a probable "take" under the MA Endangered Species Act would occur (321 CMR 10.18). Please note that all proposed and anticipated development must be disclosed, as MESA does not allow project segmentation (321 CMR 10.16). For a MESA filing checklist and additional information please see our website: [www.mass.gov/nhesp](http://www.mass.gov/nhesp) ("Regulatory Review" tab).

We recommend that rare species habitat concerns be addressed during the project design phase prior to submission of a formal MESA filing, as avoidance and minimization of impacts to rare species and their habitats is likely to expedite endangered species regulatory review.

This evaluation is based on the most recent information available in the Natural Heritage database, which is constantly being expanded and updated through ongoing research and inventory. If you have any questions regarding this letter please contact Lauren Glorioso, Endangered Species Review Assistant, at (508) 389-6361.

Sincerely,



Thomas W. French, Ph.D.  
Assistant Director



## AGRICULTURAL PRESERVATION RESTRICTION

Laura B. Abrams, Trustee of the JRH Trust, under a Declaration of Trust dated December 22, 2005 and recorded at the Middlesex South Registry of Deeds in Book       , Page       , being successor in title to the CAS Trust Dated December 30, 1986, recorded with Middlesex South District Registry of Deeds in Book 18121, Page 364, as amended, Lida L. Armstrong, Trustee of the Lida L. Armstrong Revocable Trust dated October 15, 1999 and recorded in the Middlesex South Registry of Deeds at Book 30932, Page 181, grant to the Town of Sudbury, acting through its Conservation Commission, an Agricultural Preservation Restriction in perpetuity, as hereinafter defined, on a parcel of land located in said town being shown as Parcel C and Parcel No. 2 on a plan entitled "Definitive Plan of "Howe Estates", by Highland Land Surveyors, Inc., scale 1" = 80 feet, dated August 30, 1993, which plan is to be recorded with said deeds herewith. AS PLAN 321 OF 1994 IN BOOK 24441 PG 463. JLB

The terms of this restriction are as follows: that neither we nor our successors or assigns will perform the following acts or permit others to perform them, hereby granting to the Town the right to enforce these restrictions against all persons:

- a. No construction or placing of buildings except for existing structures and those used in agricultural purposes.
- b. No excavation, dredging or removal of loam, peat, gravel, soil, rock or other mineral substance in such manner as to adversely effect the land's overall future agricultural potential;
- c. No other acts or uses detrimental to such retention of the land for agricultural use.

Notwithstanding anything contained in subparagraphs a through c herein, we reserve to ourselves, our successors and assigns, all other customary rights and privileges of ownership, including the right to privacy and to carry out all regular farming practices.

The restriction hereby conveyed does not grant either the town or the public any right to enter said parcel except, pursuant to the provisions of Massachusetts General Laws Chapter 184, Section 32, representatives of the Town of Sudbury shall be entitled to enter the land in a reasonable manner and at reasonable times to assure compliance herewith.

The foregoing restriction is intended to confirm to General Laws Chapter 184, Section 32-33 and is intended to maintain said parcels predominantly in their agricultural farming or forest use. The restriction shall be administered by the Conservation Commission of said town established under General Laws Chapter 40, Section 8.

The grant of this restriction is by Order of the Land Court, Case No. 268003 and Superior Court Civil Action 01-0027 and therefore no deed and stamps are required.

IN WITNESS THEREOF, we have hereunto set our hands and seals this 14 day of April, 2006.

RETURN TO:  
Office of Town Counsel  
TOWN OF SUDBURY  
278 Old Sudbury Road  
Sudbury, MA 01776

Address of affected property: Peter's Way, Sudbury, MA 01776



Trustee of JRH Trust

*Laura B. Abrams*  
Laura B. Abrams, Trustee

Lida L. Armstrong Revocable Trust

*Lida Armstrong*  
Lida L. Armstrong, Trustee

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

April 14, 2006

On this 14 day of April 2006, before me, the undersigned notary public, personally appeared Laura B. McCarthy, Trustee of JRH Trust, proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers License, to be the persons whose names are signed on the preceding or attached document and acknowledged to me that they signed it voluntarily for its stated purpose.

*Bonnie J. Kinsman*

Notary Public

My Commission Expires

Bonnie J. Kinsman

Notary Public

My Commission Expires December 14, 2012  
Commonwealth of Massachusetts



COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

April 19, 2006

On this 19<sup>th</sup> day of April 2006, before me, the undersigned notary public, personally appeared Lida L. Armstrong, proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers License, to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose.

*Quel A. Wallace*

Notary Public

My Commission Expires:

August 16, 2007

# APPROVAL BY SELECTMEN AND CONSERVATION COMMISSION

We, the undersigned Board of Selectmen and Conservation Commission of the Town of Sudbury, hereby certify that we approve the receipt of the foregoing deed.

<u>[Signature]</u>	<u>5-22-06</u>	<u>[Signature]</u>	<u>6/20/06</u>
	Date		Date
<u>Richard O. Bell</u>	<u>5-22-06</u>	<u>[Signature]</u>	<u>6/20/06</u>
	Date		Date
<u>Howard W. Pulhering</u>	<u>5-22-06</u>	<u>[Signature]</u>	<u>6/20/06</u>
	Date		Date
<u>[Signature]</u>	<u>6/5/06</u>	<u>[Signature]</u>	<u>6/20/06</u>
	Date		Date

## APPROVAL BY THE COMMISSIONER

The Commissioner of Agricultural Resources, Commonwealth of Massachusetts, hereby certifies land relating to the above-restriction satisfies the statutory requirements of an Agricultural Preservation Restriction pursuant to G. L. c.184, § 32.

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Douglas Gillispie  
 Commissioner for the Department of  
 Agricultural Resources

## EASEMENT DEED

WHEREAS, by virtue of a certain Deed dated \_\_\_\_\_ and recorded with the Middlesex South Registry of Deeds (the “Registry”) in Book \_\_\_\_\_, Page \_\_\_\_\_, \_\_\_\_\_ (the “Grantor”) is the owner of the property located at 30 Hudson Road, Sudbury, Middlesex County, Massachusetts (the “Grantor’s Property”), which is depicted as “\_\_\_\_\_” on a plan entitled “[Proposed Easement Exhibit Plan]”, prepared by \_\_\_\_\_, a copy of which is attached hereto as Exhibit A (the “Plan”); and

WHEREAS, by virtue of a certain Deed dated \_\_\_\_\_ and recorded with the Registry in Book \_\_\_\_\_, Page \_\_\_\_\_, Sudbury Station LLC, a Massachusetts limited liability company (the “Grantee”), is the owner of the property located to the north of the Grantor’s Property (the “Grantee’s Property”), which is depicted as “\_\_\_\_\_” on the Plan; and

WHEREAS, the Grantee intends to construct a driveway on a portion of the Grantor’s Property for access and utilities to the Grantee’s Property as depicted on the Plan; and

WHEREAS, the Grantor desires to provide the Grantee with certain rights with respect to the portion of the Grantor’s Property identified on the Plan as “[Proposed Access and Utility Easement]” (the “Easement Area”), all as more particularly set forth in this Easement Deed;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants the following rights to the Grantee:

1. Grant of Easement. The Grantor grants to the Grantee, and those claiming by, through or under the Grantee, an exclusive perpetual right and easement, as appurtenant to and running with the Grantor’s Property, in, on, over, through and under the Easement Area for purposes of vehicular and pedestrian access and egress between Hudson Road and the Grantee’s Property, and for purposes of construction, installation, use, maintenance, repair and replacement of a paved driveway, paved sidewalks, signage, landscaping including trees and shrubs and other landscaping features, utilities including without limitation water, sewer, electrical, telephone, cable television, internet, gas transmission and other utility lines, drainage facilities, and other

facilities and appurtenances to service any improvements now or hereafter located on the Grantee's Property, and for all other purposes for which streets and ways are commonly used in the Town of Sudbury. Without limiting the generality of the foregoing, the Grantor acknowledges that the Grantee may develop a multiple-dwelling residential housing project on a portion of the Grantee's Property, and the Grantor further acknowledges that the right and easement granted by this Easement Deed allows use of the Easement Area for the purposes described in this Paragraph 1 in connection with the development, construction and occupancy of such a multiple-dwelling residential housing project.

2. Option to Purchase. If this Easement Deed is at any time discharged by the Grantor or if the Grantor at any time commences any action seeking to discharge this Easement Deed, then the Grantee will have the option to purchase the Easement Area from the Grantor for \$1, which option may be exercised by written notice to the Grantee.

3. Construction. This Easement Deed shall be binding upon and inure to the benefit of the Grantor and the Grantee and their respective successors in title. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

EXECUTED as a sealed instrument as of \_\_\_\_\_, 2015.

GRANTOR:

\_\_\_\_\_  
[Grantor Name]

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF

Before me, the undersigned notary public, on this \_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared \_\_\_\_\_, who is personally known to me or was proved to me through a current document issued by a federal or state government agency bearing a photographic image of the signatory's face and signature, to be the person whose name is signed to the foregoing instrument and acknowledged to me that she signed it as her free act and deed for its stated purpose.

\_\_\_\_\_  
[notary seal]



# SITE PLAN (BY-RIGHT PLAN) - FULL PLAN VIEW

DRAFT FOR DISCUSSION

SECTION 2600 APPENDIX B - TABLE OF DIMENSIONAL REQUIREMENTS:  
(also see sections 2326, 2327, 2630 and 2640 for exceptions and other requirements) RD4/2/2002  
A,C,WI 4/9/2003 4/11/2005 Ctr.Setback

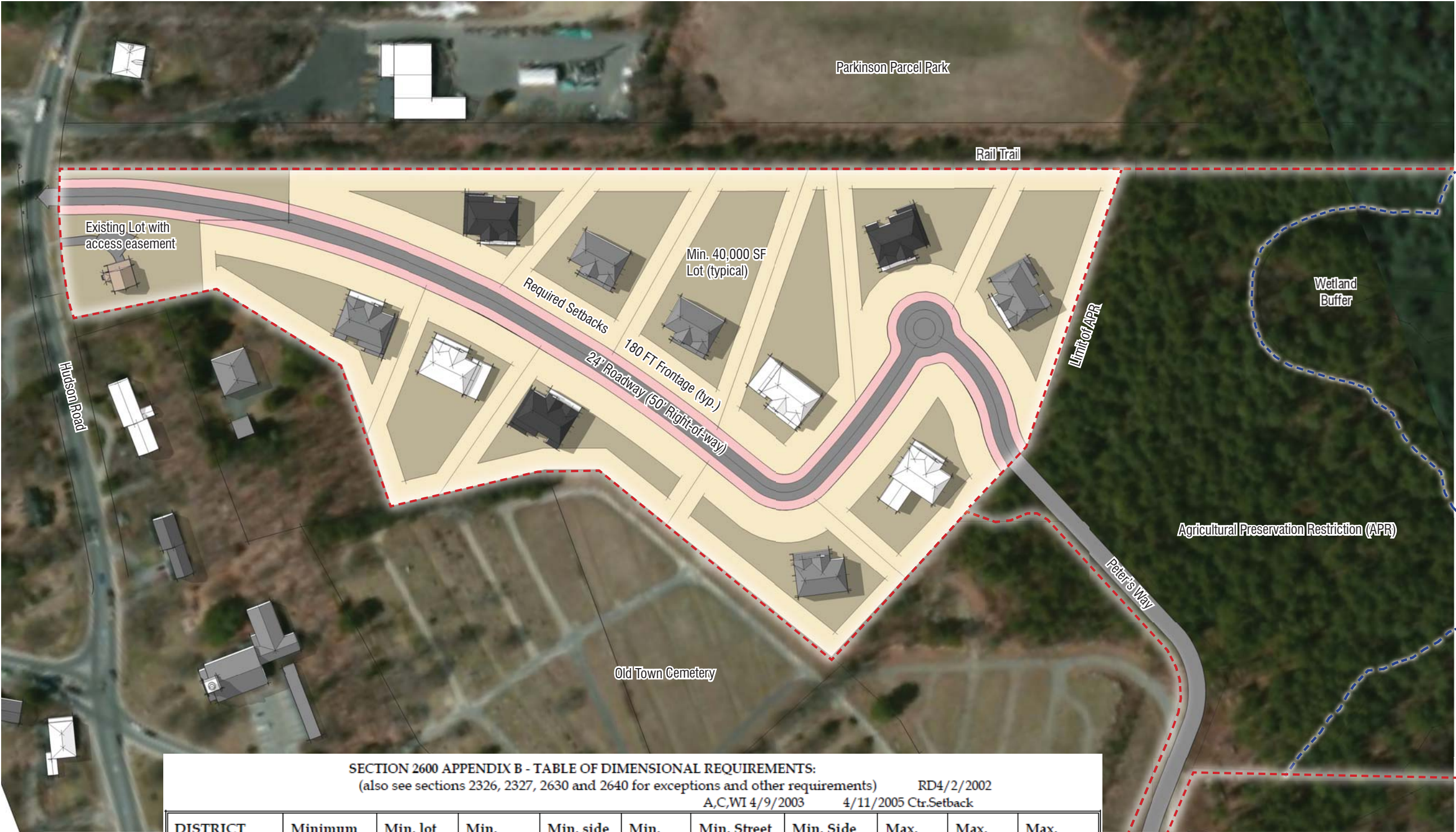
DISTRICT	Minimum lot area (sq. ft.)	Min. lot frontage (ft.)	Min. front yard (ft.)	Min. side yard (ft.)	Min. rear yard (ft.)	Min. Street Centerline Setback (ft.)	Min. Side or Rear Setback from Residence Zone (ft.)	Max. height (# stories)	Max. height (ft.)	Max. Building Coverage (% of lot) <sup>i</sup>
A-RES	40,000	180	40	20	30	-	-	2.5	35	40





# SITE PLAN (BY-RIGHT PLAN) - ENLARGED PLAN FLAT DIAGRAM

DRAFT FOR DISCUSSION



SECTION 2600 APPENDIX B - TABLE OF DIMENSIONAL REQUIREMENTS: (also see sections 2326, 2327, 2630 and 2640 for exceptions and other requirements)										
RD4/2/2002 A,C,WI 4/9/2003      4/11/2005 Ctr.Setback										
DISTRICT	Minimum lot area (sq. ft.)	Min. lot frontage (ft.)	Min. front yard (ft.)	Min. side yard (ft.)	Min. rear yard (ft.)	Min. Street Centerline Setback (ft.)	Min. Side or Rear Setback from Residence Zone (ft.)	Max. height (# stories)	Max. height (ft.)	Max. Building Coverage (% of lot) <sup>i</sup>
A-RES	40,000	180	40	20	30	-	-	2.5	35	40





# SITE ORGANIZATION (BY-RIGHT PLAN) - VIEW 1 FLAT DIAGRAM

*DRAFT FOR DISCUSSION*





# SITE ORGANIZATION (BY-RIGHT PLAN) - VIEW 2 FLAT DIAGRAM

*DRAFT FOR DISCUSSION*





# FINAL SITE CONCEPT (250 UNITS NON-APR LAND)

*DRAFT FOR DISCUSSION*





# FINAL SITE CONCEPT (250 UNITS NON-APR LAND) - CONTEXT VIEW 1

*DRAFT FOR DISCUSSION*





# FINAL SITE CONCEPT (250 UNITS NON-APR LAND) - CONTEXT VIEW 2

*DRAFT FOR DISCUSSION*





# FINAL SITE CONCEPT (250 UNITS NON-APR LAND) - FULL PLAN VIEW

*DRAFT FOR DISCUSSION*





# FINAL SITE CONCEPT (250 UNITS NON-APR LAND) - ENLARGED PLAN FLAT DIAGRAM

*DRAFT FOR DISCUSSION*





# FINAL SITE CONCEPT (250 UNITS NON-APR LAND) - VIEW 1 FLAT DIAGRAM

*DRAFT FOR DISCUSSION*





# FINAL SITE CONCEPT (250 UNITS NON-APR LAND) - VIEW 2 FLAT DIAGRAM

*DRAFT FOR DISCUSSION*





# FINAL SITE CONCEPT (250 UNITS NON-APR LAND) - VIEW 3 FLAT DIAGRAM

*DRAFT FOR DISCUSSION*





FINAL SITE CONCEPT (250 UNITS NON-APR LAND) - DEVELOPMENT PROGRAM

DRAFT FOR DISCUSSION



Building	General Use	Footprint	Stories	Building Area	Units .85, 1100	Residential 1.6 per unit	Parking Provided			
							Under Bldg	Surface	Total	
1	Residential	13,650	4	54,600	42	68	40	22	62	
2	Residential	13,650	4	54,600	42	68	40	23	63	
3	Residential	13,650	4	54,600	42	68	40	22	62	
4	Residential	12,144	3	36,432	28	45	32	11	43	
5	Residential	12,144	3	36,432	28	45	32	15	47	
6	Residential	8,132	2	16,264	13	20	22	0	22	
7	Residential	8,132	2	16,264	13	20	22	0	22	
8	Residential	8,132	2	16,264	13	20	22	0	22	
9	Residential	8,132	2	16,264	13	20	22	3	25	
10	Residential	4,672	2	9,344	6	10	0	10	10	
11	Residential	4,672	2	9,344	6	10	0	10	10	
12	Residential	4,672	2	9,344	5	8	0	9	9	
13	Clubhouse	4,778	1.5	7,167		0	0	9	9	
		116,560		336,919	250	400	272	134	406	
				Unit Target:	250	Parking Ratio (Removing Dumpsters):		1.62		
						Parking Ratio (All Areas Shown):		1.68		



# FINAL SITE CONCEPT (250 UNITS NON-APR LAND) - ENLARGED PLAN TOPOGRAPHY

*DRAFT FOR DISCUSSION*





# FINAL SITE CONCEPT (250 UNITS NON-APR LAND) - VIEW 1 TOPOGRAPHY

*DRAFT FOR DISCUSSION*





# FINAL SITE CONCEPT (250 UNITS NON-APR LAND) - VIEW 2 TOPOGRAPHY

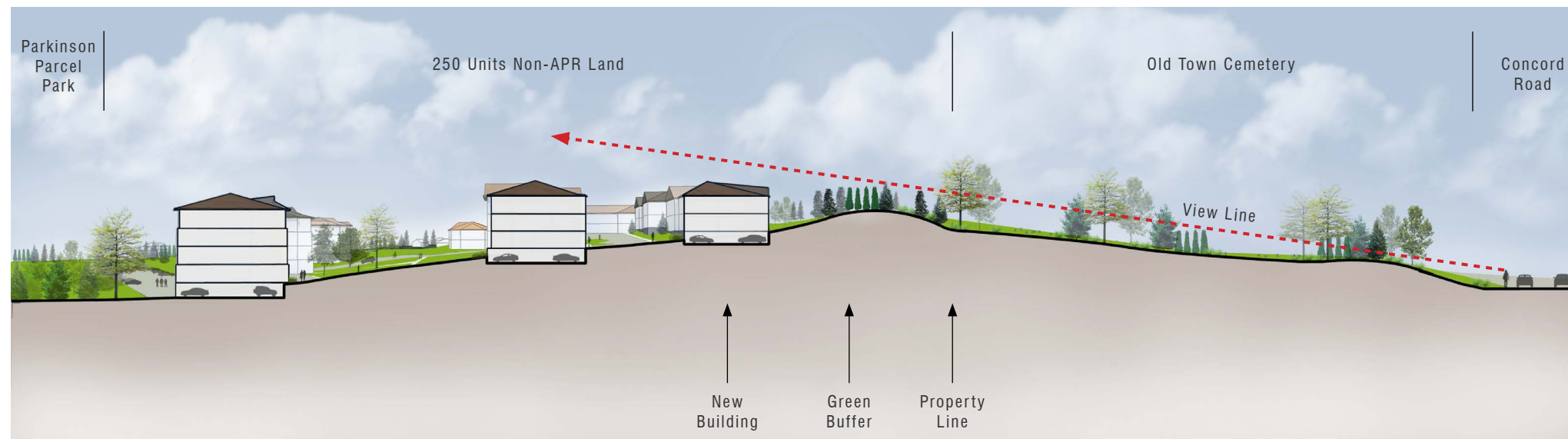
*DRAFT FOR DISCUSSION*





# FINAL SITE CONCEPT (250 UNITS NON-APR LAND) - SECTIONS

*DRAFT FOR DISCUSSION*



SECTION 1



SECTION 2



## **Existing Utilities**

### **Water**

According to the Sudbury Water District, there is adequate water pressure and volume in the project area.

### **Electric**

NSTAR/Eversource provides electric service within the Town of Sudbury. According to Eversource there is sufficient electrical power available for a new residential development in the project area of Sudbury.

### **Telephone, Cable and High Speed Internet**

Comcast HFC, and Verizon FiOS offer telephone, cable and high speed internet service to the project area. Comcast and Verizon have confirmed that they serve the proposed residential development.

### **Natural Gas**

National Grid (Keyspan) provides natural gas to the project area. National Grid provides gas service to the project area via an 8" gas pressure line on both Concord and Hudson Roads.

### **Easements**

Within the project Site there is an existing driveway easement which provides access for the single family home at 24 Hudson Road. An existing access easement from Codman Drive into the farm field on the north side of the property. A proposed easement over a portion of 30 Hudson Road will provide access from Hudson Road into the project Site. No other easements have been identified at this time.



FOR DISCUSSION



**MASTERPLAN**  
250 UNIT SCHEME





**TYPICAL ELEVATION (EAST)**  
BUILDING 1,2 & 3

0 5' 10' 20' 40'

SCALE: 1/16"=1'





**TYPICAL ELEVATION (EAST)**  
BUILDING 4 & 5

0 5' 10' 20' 40'

SCALE: 1/16" = 1'





**TYPICAL ELEVATION (WEST)**  
 BUILDING 6,7,8 & 9

0 5' 10' 20' 40'

SCALE: 1/16" = 1'



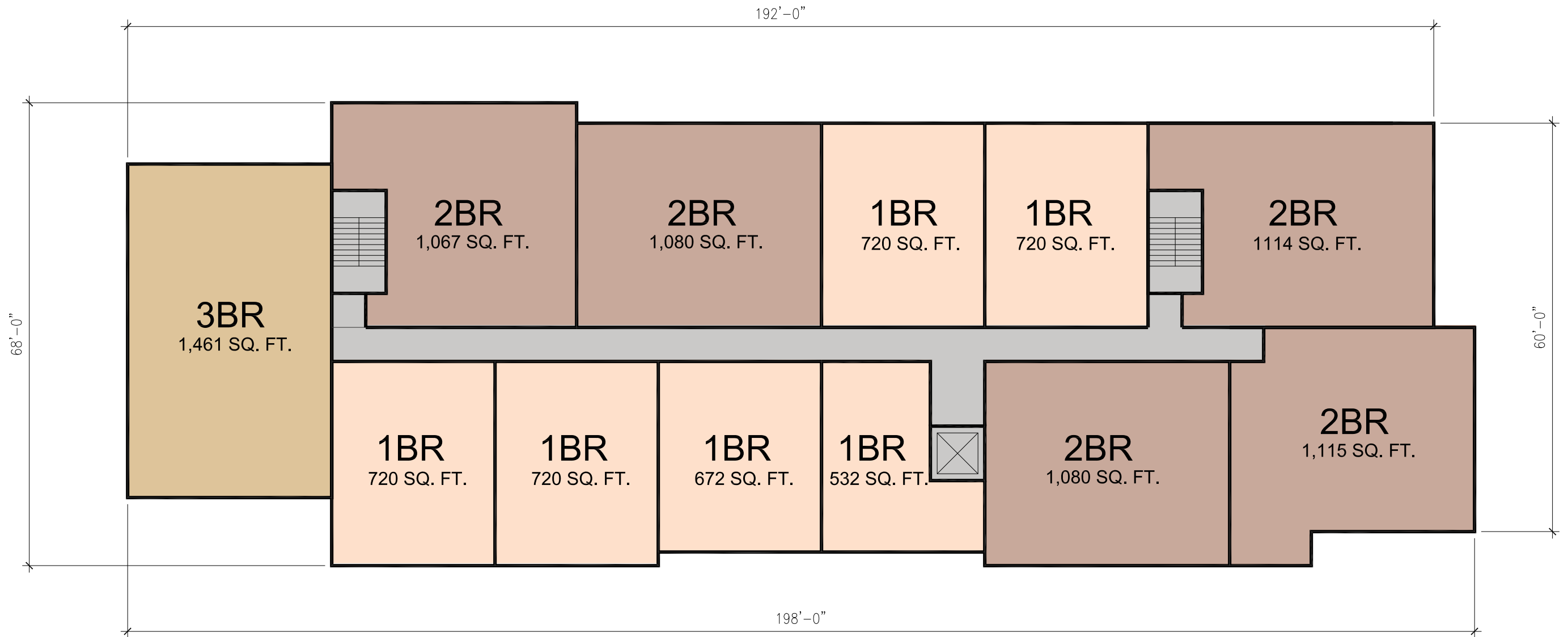
## TYPICAL ELEVATION (EAST)

BUILDING 10,11 & 12

0 5' 10' 20' 40'

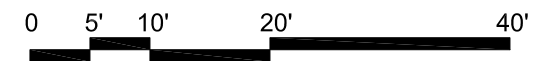
SCALE: 1/16" = 1'



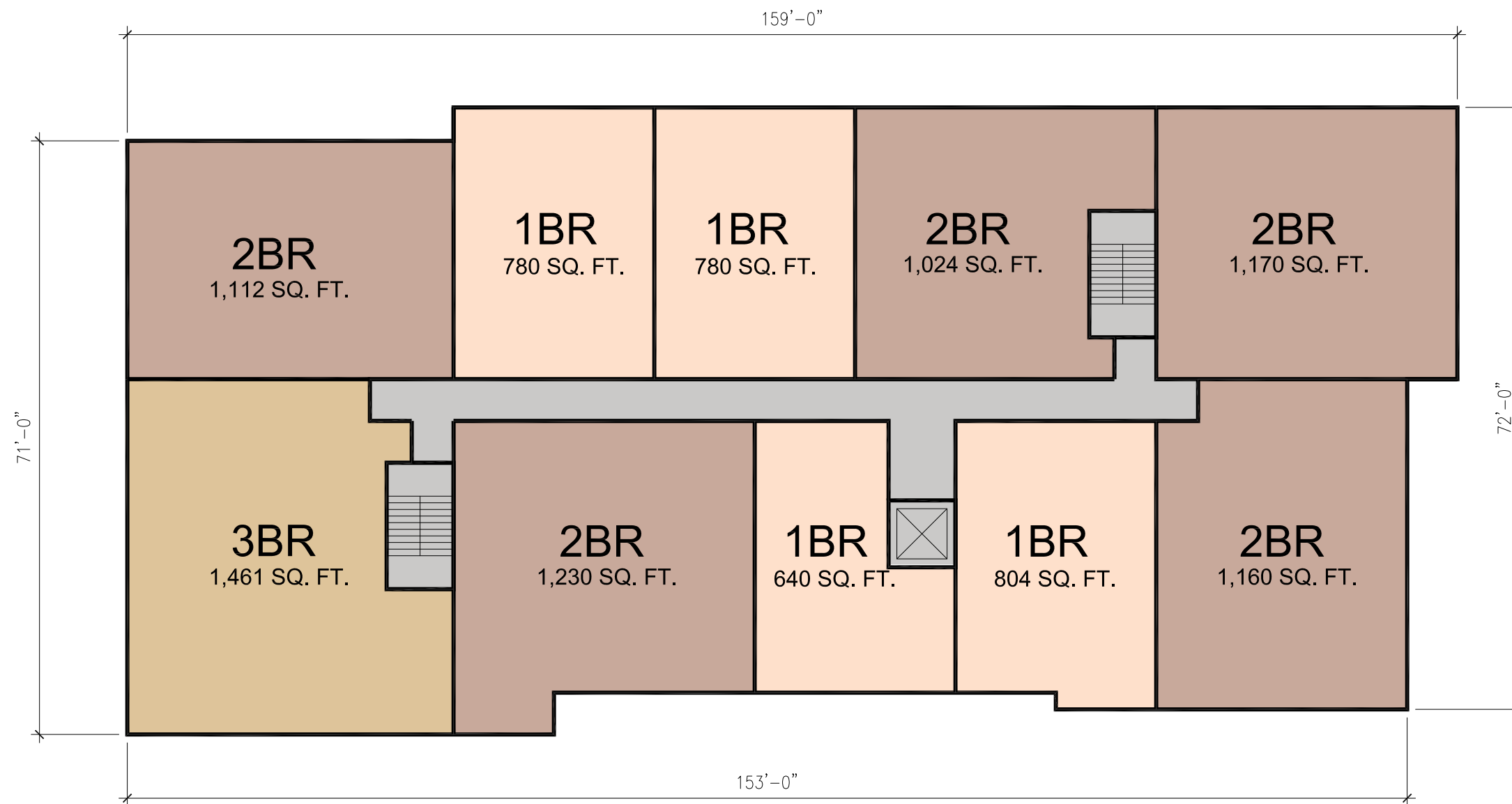


## TYPICAL FLOOR PLAN

BUILDING 1,2 & 3

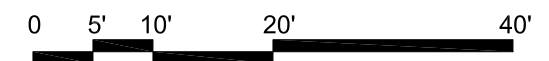


SCALE: 1/16"=1'



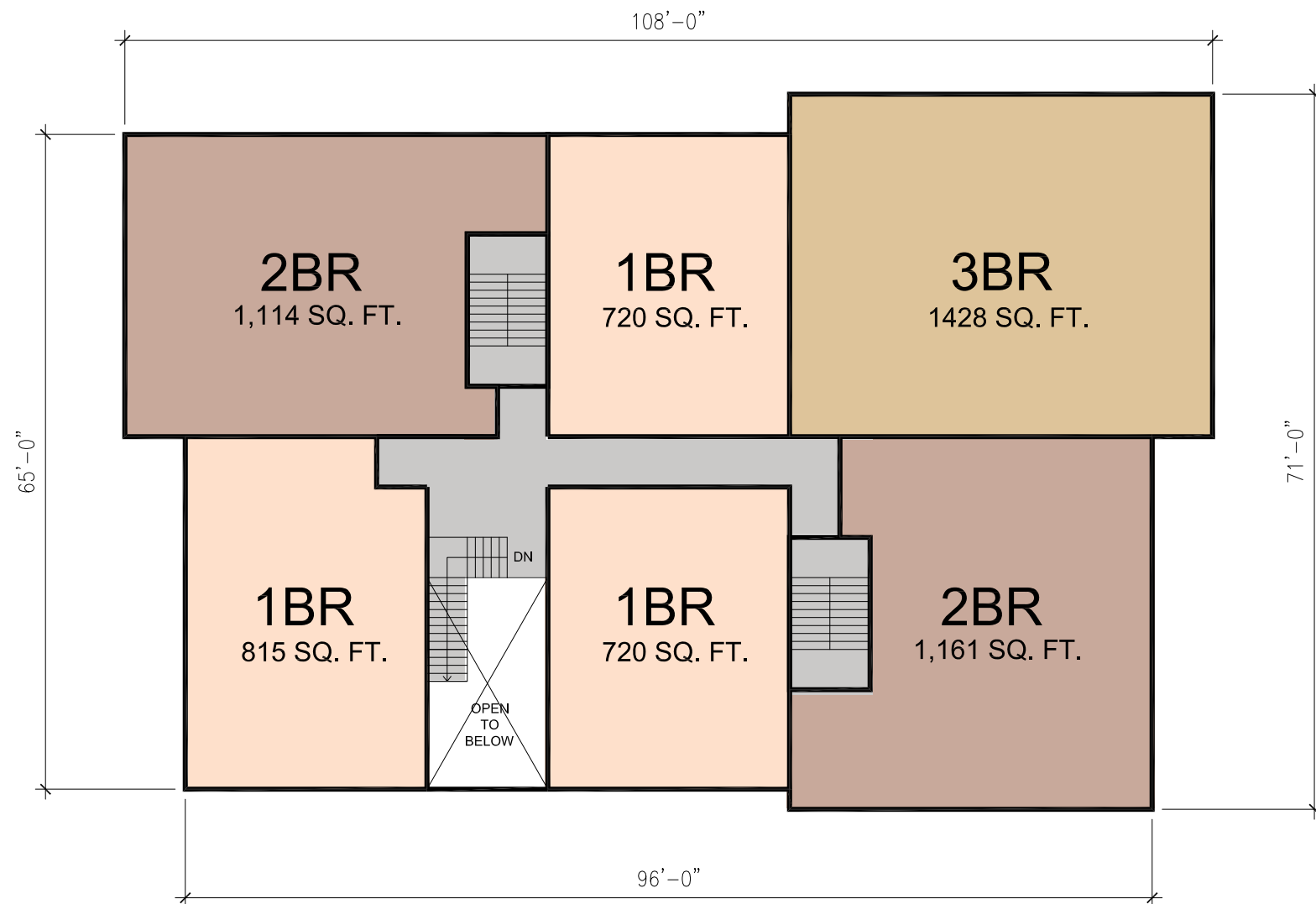
## TYPICAL FLOOR PLAN

BUILDING 4 & 5

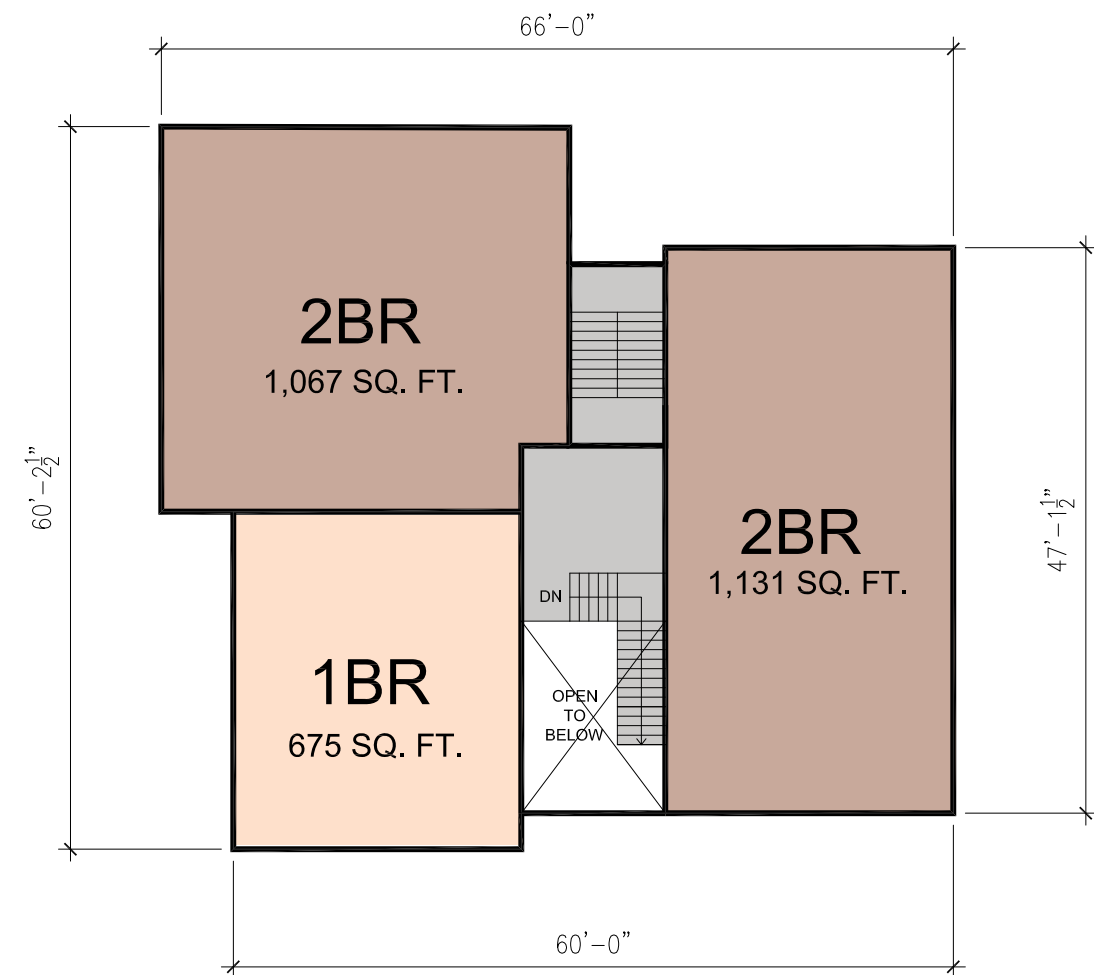


SCALE: 1/16" = 1'

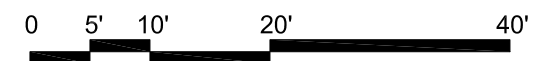




**TYPICAL FLOOR PLAN**  
BUILDING 6,7,8 & 9



**TYPICAL FLOOR PLAN**  
BUILDING 10,11 & 12



SCALE: 1/16" = 1'

BUILDING 1,2,3			
Unit Type	# of Unit		Distribution (%)
	Per Building	Project Total	
1BR	23	69	54.76%
2BR	16	48	38.10%
3BR	3	9	7.14%
Total	42	126	

BUILDING 4,5			
Unit Type	# of Unit		Distribution (%)
	Per Building	Project Total	
1BR	11	22	37.93%
2BR	15	30	51.72%
3BR	3	6	10.34%
Total	29	58	

BUILDING 6,7,8,9			
Unit Type	# of Unit		Distribution (%)
	Per Building	Project Total	
1BR	6	24	50.00%
2BR	4	16	33.33%
3BR	2	8	16.67%
Total	12	48	

BUILDING 10,11,12			
Unit Type	# of Unit		Distribution (%)
	Per Building	Project Total	
1BR	2	6	33.33%
2BR	4	12	66.67%
3BR	0	0	0.00%
Total	6	18	

PROJECT TOTAL			
Unit Type	# of Unit Project Total	Avg. Area (SF)	Distribution (%)
1BR	121	751	48.40%
2BR	106	1,139	42.40%
3BR	23	1,450	9.20%
Total	250		100.00%



UNIT DISTRIBUTION CHART

\* Avg. residential unit size and distribution is based on the Table 2, Page 12 of Market Analysis Study by LDS Consulting Group (May 18, 2015)



## **Sudbury 40B Design and Construction Narrative Description**

### **Building Massing and Site Organization**

The site design creates a clear and compelling sense of community and “place” composed of connected open spaces, a natural sloping terrain and internal streets lined with a variety of housing types. The intention of the overall use of the property is to provide the Town of Sudbury with additional high quality housing that contributes affordability and variety to the residential market. Two of the primary considerations in the site design are the natural sloping topography and significance of the surrounding context. The site is located in historic Sudbury Center. The center is a largely residential district with many attractive, historic, single-family, wood frame structures on wooded lots. The town center is also distinguished by several important civic and religious institutions of significant historical and architectural merit including Sudbury Town Hall, Grange Hall, the Hosmer House, Old Town Cemetery, First Parish Church and Presbyterian Church. Several commercial and retail establishments exist just west of the town center and provide nearby amenities for the development. The site and Sudbury Center are located near the geographic center of Sudbury and linked to surrounding towns by Route 27 and Concord Road.

In the site design, considerations of the Sudbury Center context and significant topography have determined the approach to the site organization. The existing site slopes steeply down from the Old Town Cemetery west to the rail road. The buildings and site plan have been designed to take advantage of this natural slope to minimize the impact of the development on views into the site from the town center. All village-scale two-story buildings are located at the higher site elevations with small portions visible from the Town Center. Larger scale residential buildings are located downhill as the site slopes to the west, with the tallest four-story residential buildings located at the lowest elevation along the railroad. Cross sections through the topography indicate that the buildings will be mostly screened from Concord and Hudson Roads. The size of the site and its natural topography provide a great advantage to be sensitive to the Sudbury Center context. An existing historic home at the Hudson Road frontage is retained along with an extended wooded buffer along the site entry from Hudson Road.

This deliberate distribution of the building types and density, smaller building types uphill and larger building types downhill reinforces a distinctive community character in the site design. It provides the opportunity to orient buildings to the internal street network and create community open spaces that are appropriately scaled to the surrounding buildings. As a result, the overall site design provides excellent views, both on the site and from residential units, provides community amenity in the right locations, and allows appropriate spacing between larger scale building masses. Orientation of the buildings has been purposefully matched to the contours to best use building footprints and terraces to work with the existing grades. The existing grades include areas of steep slopes between 15% and 20% and some areas greater than 20% slopes. A sensitive and thoughtful approach to the natural site features has informed the internal circulation and parking strategies.

The Internal roadway layout has followed the natural contours of the site to the greatest extent possible. This approach provides a circulation route that would require the least amount of grading to provide for safe circulation while avoiding the areas of steepest slopes on the site. This internal road network provides for convenient access to all building entries, resident parking, and is configured as a

connected loop road to provide internal circulation options. Each building is oriented with frontage along the internal circulation road and would be integrated with surrounding terracing and streetscape. Connectivity for pedestrians and bicyclists is a significant consideration. The site approach establishes a network of internal sidewalks and paths that can be used by pedestrians and bicyclists to access the site's connected open spaces and surrounding neighborhood amenities.

The site design also uses the topography to provide a highly efficient use of the land in regard to parking. The positioning of the buildings and the sloping terrain provide strategic locations for parking located under building footprints and accessed from the side of buildings. This approach to parking creates less impervious surfaces, leaves more land available for open space and provides a protected and convenient entrance for residents within most buildings. The building basements used for parking will be integrated with the site grading, terraces and landscape features. This approach allows a minimal amount of surface parking to be incorporated into the site plan. Where surface parking does occur, it is integrated with the circulation network and surrounding landscape. Careful attention to site work will be paid with site preparation to preserve the natural landscape where appropriate with a particular focus on retaining buffers at the edges of the site.

The internal common and open space network is substantial with the core of the site centered on a village green. The concept is to integrate these new open spaces into the natural landscape with the addition of pedestrian paths for the enjoyment of residents. The village green will provide a welcoming vista for residents and visitors entering along Peter's Way from Concord Road and reinforces excellent views from a substantial portion of the residential units. The residential community clubhouse is located near the center of the site design at the intersection of the internal road network. It provides a central amenity that is accessible on foot and connected to all residents by sidewalks and paths. A terraced landscape with pool would provide further amenity at the clubhouse surrounded by the natural topography and wooded buffer near the Old Town Cemetery. The portion of the site to the north of the residential development would be preserved as agricultural use with a small community garden expansion near the residential development. The site is directly adjacent to the proposed rail trail and would connect residents to that amenity to open a larger network of pedestrian and bicycle circulation.

## **Design**

The proposed building architecture and the site plan have been designed to work together and embrace the topography of the site. The concept is to retain the natural landscape as much as possible and create a village green which would be the center of this new neighborhood. We want the architecture to take full advantage of the sloping topography and the scale of the proposed buildings to embrace a village setting and the natural features of the site. The architecture will be respectful of the adjacent historic district and Sudbury's history. The diversity of Sudbury's architectural heritage and the preservation of its resources creates a very charming community.

The architecture of the proposed development takes a nod from the shingle style. This style is uniquely American and has its roots in New England. It is characterized by an architecture that fits into a natural settings. Buildings seem to hug and emerge from the ground. Many shingle style homes were massive and rambling with porches, balconies and large bay windows which



encouraged an interaction with the outdoors. Many of these structures were picturesque, informal, asymmetrical and horizontal held together by a strong steep roofline. The steep roofs allowed another floor to be incorporated into the structure (visually reducing its height) but also allowed the house to feel more horizontal and connected to the landscape. This design strategy is very appropriate to the uniqueness of our site and the picturesque quality of the proposed village green.

Our design incorporates many of these design elements to create buildings that are visually interesting and connects them to the natural features of the site. Their scale, proportion, details and materials reinforce a village feel and a sense of neighborhood. Although the roots of the design aesthetic is shingle style which works exceedingly well given the characteristics of the site, our buildings style and use of materials are also in keeping with the New England vernacular of clapboard siding, along with the use of stone and brick as the building base and dimensional asphalt roofing shingles.

We feel this design approach lends itself to the unique features of the site, our sensitivity to adjacent Historic District and to the making of a new neighborhood that can weave into the fabric of Sudbury's rich architectural heritage.

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## **PRELIMINARY LIST OF ZONING WAIVERS REQUESTED**

**The Proposed development is located in a Residential “A” Zoning District governed by the Town of Sudbury Zoning By-law (hereinafter the “By-law”). Absent approval under a Comprehensive Permit, the development would be required to conform to all local by-laws including the Sudbury Zoning By-law. Based upon the most recent Subsidized Housing Inventory, it appears that these local requirements are not consistent with the local need for affordable housing in Sudbury.**

**Therefore, the applicant requests waivers from the following sections of the Town of Sudbury Zoning By-law<sup>1</sup>:**

1. Section 1210—Requires all uses and structures to conform to the By-law;
2. Section 1220—Requires the By-law to control in the event of a conflict between its provisions and those of any other applicable law, regulation, permit, restriction, easement, covenant, or agreement;
3. Section 1230—Requires construction or operations to conform to any subsequent amendment of the By-law;
4. Section 2210—Requires all uses to conform to the By-law;
5. Section 2220—Requires all uses to conform to the most restrictive classification if a use may be susceptible of more than one classification;
6. Section 2230—Table of Principle Use Regulations (Appendix A)—limits uses in Residential A Zoning District to those enumerated;
7. Section 2310—Limits accessory uses to those customarily incidental to the principal use and requires Special Permits for certain accessory uses.
8. Section 2314—Requires a Special Permit from the Board of Appeals for accessory uses to an allowed principal nonresidential use.

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<sup>1</sup> This is a preliminary list and may be added to or modified as part of any application for Comprehensive Permit pursuant to G.L. c. 40B sections 20—23. The summary provided herein is not intended to limit the scope of the waiver request; all requests for waivers shall pertain to any part of the Section of the Zoning By-law cited for which a waiver is necessary in order to construct the project shown on the plans.



9. Section 2325—Requires Site plan approval for swimming pools and requires that all requirements for set-back, side yard, front and rear yard clear distances be the same as for a principal building.
10. Section 2326—Limits accessory structures in residential districts to the rear yard, one story in height, 16 feet in length on any side and maximum floor area of 200 square feet, whichever is less, and requires a five foot setback for such structures.
11. All subsections under Section 2400 (Non-Conforming Uses and Structures) to the extent that approval of the plans will thereby render any existing lot or structure non-conforming under the Zoning By-law.
12. Section 2610—Limits any structure to the Dimensional Requirements contained in the Zoning By-law and in Table B, Dimensional Requirements;
13. Section 2620—Limits any structure in a Residential A Zone to the dimensional requirements contained in Table B;
14. Section 2632—Limitations and exceptions on Height Requirements;
15. Section 2641A—Limits the lot perimeter to no more than one foot of lot perimeter for every 50 square feet of lot area and no less than 50 feet in width at any location within the lot;
16. Section 2641B—Limits the minimum front yard to that existing under the By-law at the time of its amendment;
17. Section 2643—Establishing Open Space Requirements required by the Table of Dimensional Requirements, Appendix B;
18. Section 2647—Requiring a lot having frontage on two or more streets to have the minimum frontage required on one street and half the minimum frontage required on the other street;
19. Section 3100 and all subsections including the Table of Parking Requirements—Parking Standards, to the extent inconsistent with the parking shown on the plans;
20. Section 3300—Limiting common driveways or access to serving no more than two dwellings or other principal structures except as allowed by Special Permit;

21. Section 3400—Limiting any activity within the Zoning District to conformance with the standards for environmental protection and development included in the By-law;
22. Section 3420 and all subsections—The Standards established for compliance with Section 3400 to the extent necessary to construct the development shown on the plans.
23. Section 3430 and all subsections—Erosion Control, limiting grades, slopes, and vegetation removal;
24. Section 3440—Limiting excavation and grades within 50 feet of any road boundary abutting the site;
25. Section 3500 and all subsections (Screening and Landscaping) to the extent inconsistent with the plans;
26. Section 5100 and all subsections (Cluster Development) to the extent that these sections would be applicable to the development proposed in the plans;
27. Section 6130—Limitations on granting of variances;
28. Section 6140—Limitations on Use Variances;
29. Section 6200 and all subsections—Special Permits, to the extent required to approve the project shown on the plans;
30. Section 6300 and all subsections—Site Plan Review, to the extent required to approve the project shown on the plans;
31. Section 6500 and all subsections—Design Review Board, to the extent required to approve the project shown on the plans;





Revised: 12/7/12

## SUSTAINABLE DEVELOPMENT CRITERIA SCORECARD

Project Name:

The Village at Sudbury Station

Project Number:

Program Name:

Date:

MassHousing encourages housing development that is consistent with sustainable development designs and green building practices. Prior to completing this form, please refer to the Commonwealth's Sustainable Development Principles (adopted May 2007) available at:

[Sustainable Development Principles](#)

### DEVELOPER SELF-ASSESSMENT

(for consistency with the Sustainable Development Principles)

#### Method 1:

##### Redevelop First

Check "X" Below

Yes

No

NA

☐☒☐

##### *If Rehabilitation:*

- Rehabilitation/Redevelopment/Improvements to Structure
- Rehabilitation/Redevelopment/Improvements to Infrastructure

Check "X" below if applicable

☐☐

##### *If New Construction:*

- Contributes to revitalization of town center or neighborhood
- Walkable to:
  - (a) transit
  - (b) downtown or village center
  - (c) school
  - (d) library
  - (e) retail, services or employment center
- Located in municipally-approved growth center

☐☐☐☐☐☐☐

#### Explanation (Required)

### Optional - Demonstration of Municipal Support:

- Letter of Support from the Chief Elected Official of the municipality\*
- Housing development involves municipal funding
- Housing development involves land owned or donated by the municipality

Check "X" below if applicable

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

*\*Other acceptable evidence: Zoning variance issued by ZBA for project; Minutes from Board of Selectman meeting showing that project was discussed and approved, etc.*

#### Explanation (Required)

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**Method 2:** Development meets a minimum of **five (5)** of the Commonwealth's *Sustainable Development Principles*, as shown in the next section below.

If the development involves strong **municipal support** (evidence of such support must be submitted as an attachment), the development need only meet **four (4)** of the *Sustainable Development Principles*. However, one (1) of the Principles met must be **Protect Land and Ecosystems**.

Please explain at the end of each category how the development follows the relevant *Sustainable Development Principle(s)* and explain how the development demonstrates each of the checked "X" statements listed under the *Sustainable Development Principle(s)*.

#### (1) Concentrate Development and Mix Uses

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Support the revitalization of city and town centers and neighborhoods by promoting development that is compact, conserves land, protects historic resources, and integrates uses. Encourage remediation and reuse of existing sites, structures, and infrastructure rather than new construction in undeveloped areas. Create pedestrian friendly districts and neighborhoods that mix commercial, civic, cultural, educational, and recreational activities with open spaces and homes.

- Higher density than surrounding area
- Mixes uses or adds new uses to an existing neighborhood
- Includes multi-family housing
- Utilizes existing water/sewer infrastructure
- Compact and/or clustered so as to preserve undeveloped land
- Reuse existing sites, structures, or infrastructure
- Pedestrian friendly
- Other (discuss below)

Check "X" below if applicable

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

#### Explanation (Required)

The proposed development pattern is compact and efficient. The density is greater than the surrounding residential area which is exclusively single family homes, but in the larger context of the Sudbury Center area, it is an appropriate and much needed use as it provides multifamily rental housing in a clustered plan which will largely not be visible to any adjacent properties.



## (2) Advance Equity & Make Efficient Decisions

Check "X" Below

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Promote equitable sharing of the benefits and burdens of development. Provide technical and strategic support for inclusive community planning and decision making to ensure social, economic, and environmental justice. Ensure that the interests of future generations are not compromised by today's decisions.

Promote development in accordance with smart growth and environmental stewardship.

Check "X" below if applicable

- |  |                                     |
|--|-------------------------------------|
| - Concerted public participation effort (beyond the minimally required public hearings)                | <input type="checkbox"/>            |
| - Streamlined permitting process, such as 40B or 40R   | <input checked="" type="checkbox"/> |
| - Universal Design and/or visitability   | <input type="checkbox"/>            |
| - Creates affordable housing in middle to upper income area and/or meets regional need                 | <input checked="" type="checkbox"/> |
| - Creates affordable housing in high poverty area  | <input type="checkbox"/>            |
| - Promotes diversity and social equity and improves the neighborhood                                   | <input checked="" type="checkbox"/> |
| - Includes environmental cleanup and/or neighborhood improvement in an Environmental Justice Community | <input type="checkbox"/>            |
| - Other (discuss below)  | <input type="checkbox"/>            |

### Explanation (Required)

The proposed project, which will utilize the comprehensive permit process under Chapter 40B, creates affordable housing in an area where the only new construction is single family homes on large lots for market rate price levels.

## (3) Protect Land and Ecosystems

Check "X" Below

Yes	No	NA
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Protect and restore environmentally sensitive lands, natural resources, agricultural lands, critical habitats, wetlands and water resources, and cultural and historic landscapes. Increase the quantity, quality and accessibility of open spaces and recreational opportunities.

Check "X" below if applicable

- |  |                                     |
|--|-------------------------------------|
| - Creation or preservation of open space or passive recreational facilities                        | <input checked="" type="checkbox"/> |
| - Protection of sensitive land, including prime agricultural land, critical habitats, and wetlands | <input type="checkbox"/>            |
| - Environmental remediation or clean up  | <input type="checkbox"/>            |
| - Responds to state or federal mandate (e.g., clean drinking water, drainage, etc.)                | <input type="checkbox"/>            |
| - Eliminates or reduces neighborhood blight  | <input type="checkbox"/>            |
| - Addresses public health and safety risk  | <input type="checkbox"/>            |
| - Cultural or Historic landscape/existing neighborhood enhancement                                 | <input type="checkbox"/>            |
| - Other (discuss below)  | <input type="checkbox"/>            |

**Explanation (Required)**

There are wetlands on the site which will be protected and the extensive walking trails on and off the site will become a true amenity for the residents

Check "X" Below

**Yes****No****NA****(4) Use Natural Resources Wisely**☒☐☐

Construct and promote developments, buildings, and infrastructure that conserve natural resources by reducing waste and pollution through efficient use of land, energy, water, and materials.

Check "X" below if applicable

- Uses alternative technologies for water and/or wastewater treatment
- Uses low impact development (LID) or other innovative techniques
- Other (discuss below)

☒☒☐**Explanation (Required)**

The project will be designed for energy efficiency, with a goal of reducing its overall energy consumption by 15% over the baseline. Recycled and non-toxic materials will be used in the common areas and apartment units. Units will be supplied with Energy Star rated lights and appliances and low flow plumbing fixtures. The site development involves no wetlands alteration and will mitigate any potential negative impacts to wetland resources.

Check "X" Below

**Yes****No****NA****(5) Expand Housing Opportunities**☒☐☐

Support the construction and rehabilitation of homes to meet the needs of people of all abilities, income levels and household types. Build homes near jobs, transit, and where services are available. Foster the development of housing, particularly multifamily and single-family homes, in a way that is compatible with a community's character and vision and with providing new housing choices for people of all means.

Check "X" below if applicable

- Includes rental units, including for low/mod households
- Includes homeownership units, including for low/mod households
- Includes housing options for special needs and disabled population
- Expands the term of affordability
- Homes are near jobs, transit, and other services
- Other (discuss below)

☒☐☒☒☒☐**Explanation (Required)**

The project will feature 63 affordable units including 6-3 Bedroom affordable units priced for households earning up to 80% of the area median income. Special needs and disabled applicants will be welcomed and worked with to accommodate their needs up to the limits of economic feasibility; the units will be affordable in perpetuity.

Check "X" Below

**Yes****No****NA****(6) Provide Transportation Choice**☒☐☐

Maintain and expand transportation options that maximize mobility, reduce congestion, conserve fuel and improve air quality. Prioritize rail, bus, boat, rapid and surface transit, shared-vehicle and shared-ride services, bicycling, and walking. Invest strategically in existing and new passenger and freight transportation infrastructure that supports sound economic development consistent with smart growth objectives.



- Walkable to public transportation
- Reduces dependence on private automobiles (e.g., provides previously unavailable shared transportation, such as Zip Car or shuttle buses)
- Increased bike & ped access
- For rural areas, located in close proximity (i.e., approximately one mile) to a transportation corridor that provides access to employment centers, retail/commercial centers, civic or cultural destinations
- Other (discuss below)

Check "X" below if applicable

☐  
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☐  
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☐

#### Explanation (Required)

The property is approximatley 1.3 miles to route 20 which has commuter bus service to Boston. Two Zip cars will be provided on site.

#### (7) Increase Job and Business Opportunities

Check "X" Below

Yes	No	NA
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attract businesses and jobs to locations near housing, infrastructure, and transportation options. Promote economic development in industry clusters. Expand access to education, training, and entrepreneurial opportunities. Support growth of local businesses, including sustainable natural resource-based businesses, such as agriculture, forestry, clean energy technology, and fisheries.

- Permanent jobs
- Permanent jobs for low- or moderate-income persons
- Jobs near housing, service or transit
- Housing near an employment center
- Expand access to education, training, or entrepreneurial opportunities
- Support local businesses
- Support natural resource-based businesses (i.e., farming, forestry, or aquaculture)
- Re-uses or recycles materials from a local or regional industry's waste stream
- Support manufacture of resource-efficient materials, such as recycled or low-toxicity materials
- Support businesses that utilize locally produced resources such as locally harvested wood or agricultural products
- Other (discuss below)

Check "X" below if applicable

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**Explanation (Required)**

Sudbury Center, with retail and commercial establishments is within walking distance. Permanent jobs for the on-going maintenance and management of the complex will be created.

**(8) Promote Clean Energy***Check "X" Below*

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Maximize energy efficiency and renewable energy opportunities. Support energy conservation strategies, local clean power generation, distributed generation technologies, and innovative industries. Reduce greenhouse gas emissions and consumption of fossil fuels.

*Check "X" below if applicable*

- Energy Star or equivalent\*
- Uses renewable energy source, recycled and/or non-/low-toxic materials, exceeds the state energy code, is configured to optimize solar access, and/or otherwise results in waste reduction and conservation of resources
- Other (discuss below)

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

\* All units are required by MassHousing to be Energy Star Efficient. Please include in your explanation a description of how the development will meet Energy Star criteria.

**Explanation (Required)**

All units will be provided with Energy Star appliances.

**(9) Plan Regionally***Check "X" Below*

Yes	No	NA
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Support the development and implementation of local and regional, state and interstate plans that have broad public support and are consistent with these principles. Foster development projects, land and water conservation, transportation and housing that have a regional or multi-community benefit. Consider the long-term costs and benefits to the Commonwealth.

*Check "X" below if applicable*

- Consistent with a municipally supported regional plan
- Addresses barriers identified in a Regional Analysis of Impediments to Fair Housing
- Measurable public benefit beyond the applicant community
- Other (discuss below)

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

**Explanation (Required)**

The project will help support the development of affordable rental housing which is almost non-existent in Sudbury and adjacent communities and will become a regional resource in that regard.

*For further information regarding 40B applications, please contact Greg Watson, Manager, Comprehensive Permit Programs, at (617) 854-1880 or [gwatson@masshousing.com](mailto:gwatson@masshousing.com)*



## PURCHASE AND SALE AGREEMENT

This 8<sup>th</sup> day of October, 2014

1. PARTIES. Dorothy M. Bartlett, Laura B. Abrams (f/k/a Laura B. McCarthy), and Martha J. Keighley (f/k/a Martha J. Bartlett), as they are the Trustees of JOC Trust which Trust is recorded in Middlesex South District Registry of Deeds in Book 18121, Page 373, and, Laura B. Abrams, Trustee of the 24 Hudson Road Trust, recorded in said Deeds in Book 25548, Page 558, and, Laura B. Abrams, Trustee of JRH Trust, all, of 578 Boston Post Rd., Sudbury, Massachusetts 01776, (hereinafter collectively called the "Seller"), agrees to sell and Christopher G. Claussen of 2134 Sevilla Way, Naples, FL 34109 (hereinafter called the "Buyer" or "Purchaser") agrees to buy, upon the terms hereinafter set forth.

2. DESCRIPTION. The following described premises:

1. The land in Sudbury, Middlesex County, Massachusetts, shown as Parcel 1B, Parcel 2A, Parcel 2B, Parcel 3B, and Peter's Way, on plan entitled "Definitive Plan of Peter's Way Extension - Plan of Land in Sudbury, Massachusetts, Sheet 1 of 1, dated January 24, 2011, revised June 15, 2012, prepared by Sullivan, Connors and Associates of Sudbury, Massachusetts, and located adjacent to Town of Sudbury Cemetery land off Concord Road, Sudbury, Massachusetts; said plan recorded with the Middlesex South Registry of Deeds as Plan 907 of 2012;
2. The land in Sudbury, Middlesex County, Massachusetts, shown as Parcel 3, consisting of 35,687 square feet, on a Plan of Land in Sudbury, Massachusetts, dated March 21, 1972, said plan recorded with the Middlesex South Registry of Deeds in Book 12,185, Page 426; and,

3. The land in Sudbury, Middlesex County, Massachusetts, shown as Parcel B, consisting of 21,320.29 square feet, on plan entitled "Plan of Land in Sudbury, Mass.", dated June 21, 2000, said plan recorded with the Middlesex South Registry of Deeds in Book 31702, Page 525; and,  
4. The land in Sudbury, Middlesex County, Massachusetts, shown as Parcel C and Peter's Way, on plan entitled "Definitive Plan of 'Howe Estates' subdivision of land in Sudbury, Mass.", dated August 30, 1993; said plan recorded with the Middlesex South Registry of Deeds as Plan No. 321 of 1994.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES. DELETED

4. TITLE DEED. Said premises are to be conveyed by a good and sufficient Quitclaim Deed running to the Buyer, or to the assignee designated by the Buyer by written notice to the Seller at least seven days before the deed is to be delivered as herein provided, and subject to the provisions of Paragraph 14 herein, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Deleted;
- (c) Such taxes for the then current fiscal year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after date of this Agreement;
- (e) An Agricultural Preservation Restriction on the above described Parcel C recorded in Said Deeds;
- (f) The right of the Town of Sudbury to use Peter's Way for cemetery purposes; and,
- (g) Any other easements, restrictions, covenants, conditions and rights of way of record to the extent same are in force and applicable provided they do not substantially interfere with the use



of the premises for a multi-family residential housing facility containing at least 150 residential units (the "Proposed Use").

5. PLANS. If said deed refers to a plan necessary to be recorded therewith the Seller shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE. In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the Buyer to a Certificate of Title of said premises, and the Seller shall deliver with said deed all instruments, if any, necessary to enable the Buyer to obtain such Certificate of Title.

7. PURCHASE PRICE. The agreed purchase price for said premises is Two Million (\$2,000,000.00) Dollars, of which

\$ 50,000.00	have been paid as a deposit this day and
\$ 50,000.00	are to be paid as an additional deposit within ten
	(10) days following the expiration of the Due
	Diligence Period (as defined in Paragraph 38
	below)
\$1,900,000.00	are to be paid at the time of delivery of the deed by
	wire transfer of immediately available funds, or by
	certified, cashier's, treasurer's or bank check, drawn
	on a Greater Boston Clearing House Bank, payable
	directly to Seller without endorsement.

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\$2,000,000.00	TOTAL
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8. TIME FOR PERFORMANCE; DELIVERY OF DEED. Subject to the provisions of Paragraph 42, such deed shall be delivered, the purchase price shall be paid and other closing

documents described herein shall be delivered at a closing (the "Closing"), which shall occur at 10 o'clock a.m., on the 15th day of September, 2016, at the Middlesex South District Registry of Deeds, unless extended in accordance with the provisions of this Agreement. Notwithstanding any provision contained herein to the contrary, the Buyer shall have the right to extend the Permitting/Approval Period (as defined in Paragraph 41 below) and the date for the Closing for two (2) successive periods of six (6) months each by delivering written notice of such extension to the Seller at least seven (7) days in advance of the expiration of the then-existing Permitting/Approval Period and delivering an additional deposit of \$50,000 to the escrow agent identified in Paragraph 20 below. Any additional deposit made pursuant to this Paragraph 8 will not be credited against the purchase price due from the Buyer at Closing and will be refunded to the Buyer only if the Seller defaults hereunder or is otherwise unable to comply with its obligations hereunder; in all other events the Seller will be entitled to any additional deposit made pursuant to this Paragraph 8. The Seller agrees to execute at Closing such documents as may be reasonably requested by Buyer or Buyer's title insurance company. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES. Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) not in record violation of said building and zoning laws, (b) in compliance with provisions of any instrument referred to in Clause 4 hereof. The Buyer shall be entitled to an inspection of said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not



conform with the provisions hereof, then the Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC. If at the expiration of the extended time as provided in Paragraph 10 herein, the Seller shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payment made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE. The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the Seller shall convey such title.

13. ACCEPTANCE OF DEED. The acceptance of a deed by the Buyer or its assignee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE. To enable the Seller to make conveyance as herein provided, the Seller may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or provided

arrangements are made to obtain and record such instruments within a reasonable time following the closing in accordance with customary conveyancing practice.

15. INSURANCE. Until the delivery of the deed, the Seller shall maintain insurance on said premises as follows:

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
(a) Fire	\$ as presently insured
(b) Extended Coverage	\$ as presently insured

16. ADJUSTMENTS. Taxes for the then current fiscal year shall be apportioned as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. BROKER'S FEE None

19. BROKER(S) WARRANTY. DELETED

20. DEPOSIT. All deposits made hereunder shall be held in escrow by Robert D. Abrams, Esquire, Attorney for the Seller, in his IOLTA account, without interest, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement.



21. BUYER'S DEFAULT; DAMAGES. If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages and this shall be the Seller's sole and exclusive remedy at law or in equity.

22. RELEASE BY HUSBAND OR WIFE. DELETED

23. BROKER AS PARTY. DELETED

24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC. If the Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS. The Buyer acknowledges that the Buyer has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the Seller or the Broker(s): None.

26. MORTGAGE CONTINGENCY CLAUSE. None.

27. CONSTRUCTION OF AGREEMENT. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Seller and the Buyer. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

28. LEAD PAINT LAW. DELETED

29. SMOKE DETECTORS. DELETED

30. AGREEMENT NOT TO BE RECORDED. In the event the Buyer records a copy of this Purchase and Sale Agreement with the Middlesex South District Registry of Deeds, Seller may, at Seller's option, declare this Agreement null and void and Buyer shall be deemed to be in default of Buyer's obligations hereunder.

33. BROKERS. BUYER and SELLER both represent that they have not contacted any real estate broker in connection with this transaction. Each party agrees to indemnify the other and hold the other harmless from any claim, loss or cost for any brokerage commissions or finder's fees arising out of actions or inactions of the indemnitor in connection with this transaction. The provisions of this Paragraph shall survive the closing.

34. NOTICES. All notices required hereunder shall be deemed to have been duly given if in writing and mailed by certified mail, return receipt requested, all charges prepaid, addressed to Buyer or Seller at their respective addresses designated above, and in the case of notices addressed to Seller, a copy thereof to Robert D. Abrams, Esquire, 578 Boston Post Rd., Sudbury, MA 01776; and in the case of notices addressed to Buyer, a copy thereof to Mark B. Elefante, Esquire, Hemenway & Barnes LLP, 60 State Street, Boston, MA 02109. Either party may change its recipient for notices required hereunder or its address by notice delivered in accordance with the provisions of this Paragraph 34. All notices shall be deemed to have been received on the earlier of the date of receipt or the date of first attempted delivery by the U.S. Postal Service.

35. CONSULTANTS. Except as herein set forth, each party shall bear the cost of its respective legal counsel and consultants.



36. TITLE. It is understood and agreed by the parties that the Premises shall not be in conformity with the title provisions of this Agreement unless:

(a) the main access to the Premises, shall be located completely within the boundary lines of said Premises and shall not encroach upon or under the property of any other person or entity;

(b) no building, structure or improvements of any kind belonging to any other person or entity shall encroach upon or under said Premises; and

(c) title to the Premises is insurable for the benefit of BUYER by a title insurance company qualified to do business in Massachusetts and issuing an ALTA Owner's Policy at published standard premium rates with standard exceptions but otherwise without qualifications as to the quality of title.

37. VIOLATIONS/LAWSUITS. SELLER has not been notified by any regulatory or governmental body that the Premises are in violation of any federal, state or local environmental, sanitary, health or safety statute, law, regulation, ordinance or by-law, nor does the SELLER know of any pending or threatened litigation concerning the Premises. The provisions of this Paragraph shall survive delivery of the deed

38. DUE DILIGENCE. BUYER shall have until September 15, 2015 (the "Due Diligence Period"), to perform and conduct such examinations and investigations of the Property as BUYER may desire at its sole expense which shall include, examination of title to the Property and financing for Buyer's Proposed Use and which may include, without limitation, conducting tests to determine the presence or absence of hazardous waste, asbestos, lead paint, radon or other similar materials and substances, reviewing or preparing a current survey of the Property, determining the feasibility of owning the Property and determining the compliance of the Property with all applicable laws, rules, codes and regulations. BUYER may conduct testing on the property at any time, providing such testing does not unreasonably interfere with SELLER and SELLER'S tenants' business operations.

39. REVOCATION. SELLER acknowledges that BUYER shall have the right in its sole and absolute discretion based upon its disapproval of any of the reports or information it receives, including without limitation title examination and financing, to terminate this Agreement by delivering notice thereof to SELLER at any time prior to September 15, 2015. In the event BUYER so elects to terminate this Agreement, the initial deposit made by BUYER shall be refunded to BUYER forthwith and this Agreement shall terminate without further recourse or liability to the parties at law or in equity. It is expressly understood that if BUYER does not so terminate this Agreement, then the conditions of this Due Diligence shall be deemed to be satisfactory to BUYER.

40. TAKING. In the event of any eminent domain taking or condemnation in the nature thereof (a "taking"), or threat of taking, or conveyance or proposed conveyance to any governmental authority in lieu thereof, of the Premises or any part thereof prior to the Closing, which taking prohibits or materially interferes with the Proposed Use of said Premises, BUYER shall have the right to terminate this Agreement and receive back the deposit(s) made by BUYER pursuant to Paragraph 7, or to take conveyance of that which may remain, in which case, BUYER shall be entitled to any and all awards paid or payable with respect to any such taking.

41. PERMITTING. BUYER shall have until June 30, 2016 (the "Permitting/Approval Period") to obtain all requisite and necessary permits and approvals/ agreements to construct and operate the Proposed Use on the Premises; the Permitting/Approval Period may be extended in accordance with the provisions of Paragraph 8 above. SELLER shall sign their consent to BUYER'S obtaining said permits and approvals and shall execute such permit applications and other documents related to said permits and approvals as may be reasonably requested by BUYER, provided that BUYER shall be responsible for all costs associated with obtaining said permits and approvals. For purposes of this Agreement, a permit or approval shall not be deemed to have been secured, obtained or received by BUYER until all appeals periods have elapsed



with no appeals having been filed and/or all appeals have been finally resolved to BUYER'S satisfaction. If after the expiration of the Permitting/Approval Period, BUYER has not secured all such requisite and necessary permits and approvals/agreements, then at BUYER'S option, the deposit(s) made by BUYER pursuant to Paragraph 7 shall be returned to the BUYER forthwith and this Agreement shall be terminated without further recourse to the parties hereto.

42. CLOSING TIME AND PLACE. Within ten days after BUYER receives the last of its permits/approvals and has determined that all appeals periods have elapsed and/or all appeals have been finally resolved to BUYER'S satisfaction, BUYER shall give SELLER written notice of same and the closing date shall be scheduled on the 21st day following such notice but in no event later than September 15, 2016 or such later date to which the date for Closing has been extended pursuant to Paragraph 8.

43. DRAFTS. Drafts of this Agreement and any correspondences related thereto shall not constitute an offer to buy or sell the Premises. This Agreement shall not be binding upon the parties until it is executed by the parties hereto with executed copies delivered to both BUYER and SELLER.

44. AUTHORITY. The parties hereto represent and acknowledge that they each have full legal authority to enter into this transaction.

45. MCA STANDARDS. Any matter or practice arising under or relating to this Agreement which is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association (formerly known as the Massachusetts Conveyancer's Association) shall be governed by such standard to the extent applicable.

46. PRIOR AGREEMENTS. This Agreement supersedes all prior written or any oral agreements between the parties. Except as otherwise herein provided, the representations contained in this Agreement refer to the date of execution hereof. SELLER will promptly notify BUYER of any

material change in facts known to SELLER which arise prior to Closing which would make any such representation untrue if such state of facts had existed on the date of execution of this Agreement.

47. REMOVAL OF BUILDINGS. DELETED

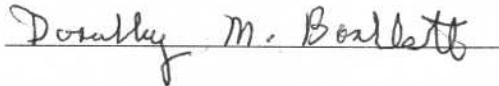
48. ADDITIONS TO PURCHASE PRICE. DELETED

49. INSURANCE CERTIFICATES. BUYER shall provide SELLER with certificates of insurance for general liability coverage of not less than \$1,000,000 for any and all liability to SELLER and/or third parties as a result of BUYER'S conduct on the Premises, except for BUYER'S discovery of any violations of law not caused by BUYER. BUYER shall also provide SELLER with certificates of insurance for itself, its agents, and/or consultants for workers' compensation coverage for all such persons on the Premises pursuant to this Agreement.

50. SELLERS' RIGHT TO TERMINATE. Notwithstanding any provision hereof to the contrary, SELLER shall have the absolute right to terminate this Agreement on September 15, 2017, in which event the deposit(s) made pursuant to Paragraph 7 shall be forthwith refunded (and any additional deposits made pursuant to Paragraph 8 shall be paid to SELLER) and all other obligations of the parties shall cease and this Agreement shall terminate without further recourse.



NOTICE: This is a legal document that creates binding obligations. If not understood,  
consult an attorney.



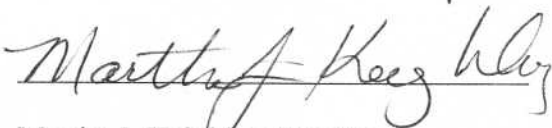
Dorothy M. Bartlett, Trustee

Seller



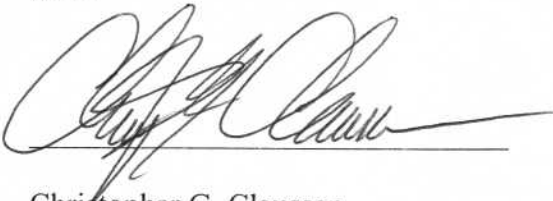
Laura B. Abrams, Trustee

Seller



Martha J. Keighley, Trustee

Seller



Christopher G. Claussen

Buyer



# Hemenway & Barnes LLP

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Boston, MA 02109-1899  
t 617 227 7940  
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Mark B. Elefante  
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January 13, 2015

## BY FEDEX

### Trustees

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R. Robert Woodburn, Jr.  
Raymond H. Young  
Of Counsel

\*Also Admitted in NH

Daniel W. Murray, Esquire  
Murray Law Offices  
One Union Avenue  
Sudbury, MA 01776

Re: 30 Hudson Road, Sudbury

Dear Dan:

Enclosed please find a fully-executed version of the Purchase and Sale Agreement, together with a check in the amount of \$35,000 which represents the partial release of the deposit that is contemplated by this Purchase and Sale Agreement.

Please give me a call if there are any questions or concerns regarding the enclosed. Thank you for your continued attention to this matter.

Sincerely,

Mark B. Elefante

MBE/dmp  
Enclosures

cc: Christopher Claussen (by e-mail, w/enclosure)



## PURCHASE AND SALE AGREEMENT

This 9<sup>th</sup> day of January, 2015:

1. **PARTIES  
AND MAILING  
ADDRESSES** Matthew S. Gilmartin and Molly F. Gilmartin, husband and wife (hereinafter called the SELLER), agree to sell, and Christopher G. Claussen of 2134 Sevilla Way, Naples, FL 34109 (hereinafter called the BUYER), agrees to buy, upon the terms set forth herein, the following described premises:
2. **DESCRIPTION** The land and buildings thereon known and numbered as 30 Hudson Road, Sudbury, MA 01776 as described in a deed recorded at the Middlesex South Registry of Deeds, Book 42175, Page 386.
3. **BUILDINGS,  
STRUCTURES,  
IMPROVEMENTS,  
FIXTURES** Included in the sale as a part of said premises are the buildings, structures and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, built-in heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and, ventilators, dishwashers. Excluded from the sale of the premises are washing machines and dryers, refrigerator, air conditioning units, wall-mounted televisions and swing set.
4. **TITLE DEED** Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances except:
  - (a) Provisions of existing building and zoning laws;
  - (b) Existing rights and obligations in party walls which are not the subject of written agreement;
  - (c) Such taxes for the then current fiscal year as are not due and payable on the date of the delivery of such deed;
  - (d) Any liens or municipal betterments assessed after the date of this agreement;
  - (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises.
5. **PLANS** If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.
6. **REGISTERED  
TITLE** In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
7. **PURCHASE PRICE** The agreed purchase price for said premises is Nine Hundred Forty Thousand dollars (\$940,000), of which  
  
\$75,000 have been paid as a deposit this day, and  
  
\$865,000 are to be paid at the time of delivery of the deed by conveyancing attorney's IOLTA check or wire transfer.  
  

---

\$940,000 TOTAL PURCHASE PRICE
8. **TIME FOR  
PERFORMANCE;  
DELIVERY OF  
DEED** Such deed is to be delivered at the Middlesex South Registry of Deeds at 2:00 p.m. on the date described in Paragraph 32, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.
9. **POSSESSION AND  
CONDITION OF  
PREMISE** Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as on the date hereof, reasonable use and wear thereof excepted, (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to enter said premises prior to the delivery of the deed in order to



determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM
- If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event SELLER will give written notice thereof to BUYER and the time for performance hereof shall be extended for a period of thirty (30) days, but Seller shall not be required to spend more than \$5,000.00 in the exercise of reasonable efforts herein (excluding amounts paid to payoff mortgages or monetary liens).
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.
- If at the expiration of the extended time the SELLER shall have failed to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER'S ELECTION TO ACCEPT TITLE
- The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either:
- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; or
  - (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. ACCEPTANCE OF DEED
- The acceptance of the deed by the BUYER or the BUYER's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation of the SELLER herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE
- To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or thereafter in accordance with usual and customary practices of conveyancing in the Greater Boston area.
15. INSURANCE
- Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:
- | <u>Type of Insurance</u>   | <u>Amount of Coverage</u> |
|----------------------------|---------------------------|
| Fire and Extended Coverage | as presently insured      |
16. ADJUSTMENTS
- Water and sewer use charges, and taxes for the fiscal year in which performance takes place hereunder shall be apportioned, and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.
17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES
- If the amount of property taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of





obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. BROKERS' FEES

No party has contracted with any real estate broker in connection with this agreement. Each of the SELLER, on the one hand, and the BUYER, on the other hand, will indemnify and hold harmless the other party or parties (as the case may be) against any claim, loss, damage, cost, or liability for any brokerage commission, fee, or expense which may be asserted against it or them in connection with this agreement, and this provision shall survive the delivery of the deed.

19. ~~BROKERS'~~  
~~WARRANTY~~

~~Each broker named herein warrants that it is duly licensed as such by the Commonwealth of Massachusetts.~~

20. DEPOSIT

Subject to the provisions of Paragraph 33 below, all deposits made hereunder shall be held in escrow by Hemenway & Barnes LLP as escrow agent in a non-interest bearing account subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER or of a final court order directing the distribution of the deposit. Buyer and Seller jointly and severally agree to indemnify and hold the escrow agent harmless from any and all costs and expenses, including reasonable attorneys fees, incurred in connection with any such dispute, and Seller agrees that Hemenway & Barnes LLP shall not, by virtue of its serving as escrow agent, be disqualified from representing Buyer in connection with any dispute regarding the disposition of the deposit.

21. BUYER'S  
DEFAULT;  
DAMAGES

If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be SELLER'S sole and exclusive remedy at law and equity for any breach of this Agreement by BUYER. The Parties acknowledge and agree that SELLER has no adequate remedy in the event of BUYER'S default under this Agreement because it is impossible to compute exactly the damages which would accrue to SELLER in such event. Therefore, the Parties have taken these facts into account in setting the amount of the deposit hereunder and hereby agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to SELLER in the event of BUYER'S default hereunder, (ii) said deposit represents damages and not a penalty against BUYER, and (iii) the Parties have had the benefit of counsel with regard to the provisions of this Paragraph 21.

22. RELEASE BY  
HUSBAND OR  
WIFE

The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.

23. ~~BROKERS AS~~  
~~PARTIES~~

~~Each broker named herein joins in this agreement and becomes a party hereto, insofar as any provisions of this agreement expressly apply to the broker, and to any amendments or modifications of such provisions to which the broker agrees in writing.~~

24. LIABILITY OF  
TRUSTEE,  
SHAREHOLDER,  
BENEFICIARY,  
etc.

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES  
AND REPRESENT-  
ATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction by, nor has the BUYER relied upon, any warranties or representations not set forth or incorporated in this agreement.

26. CONSTRUCTION  
OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire contract between the parties; is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns; and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective attorneys. The parties may rely upon facsimile, email, or electronically scanned copies of such written instruments. If two or more persons are named herein as the BUYER their obligations hereunder shall be joint and several. The captions and



successors and assigns; and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective attorneys. The parties may rely upon facsimile, email, or electronically scanned copies of such written instruments. If two or more persons are named herein as the BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties thereto.

27. **LEAD PAINT LAW** The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.
28. **SMOKE DETECTORS** The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.
29. **ADDITIONAL PROVISIONS** The executed rider attached hereto is incorporated herein by reference. In the event of a conflict between a provision in such rider and any other provision in clauses 1-28 hereof or any addendum or exhibit hereto, the provision in the rider shall control.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT  
"PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

**BUYER**

By: 

Christopher G. Claussen

**SELLER**

\_\_\_\_\_  
Matthew S. Gilmartin

\_\_\_\_\_  
Molly F. Gilmartin



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29. **ADDITIONAL PROVISIONS** The executed rider attached hereto is incorporated herein by reference. In the event of a conflict between a provision in such rider and any other provision in clauses 1-28 hereof or any addendum or exhibit hereto, the provision in the rider shall control.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT  
"PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

**BUYER**

**SELLER**

By: \_\_\_\_\_  
Christopher G. Claussen

\_\_\_\_\_  
Matthew S. Gilmartin

\_\_\_\_\_  
Molly F. Gilmartin

*MLM*

**RIDER TO PURCHASE AND SALE AGREEMENT FOR 30 HUDSON ROAD,  
SUDBURY, MA, BETWEEN**

**MATTHEW S. GILMARTIN AND MOLLY F. GILMARTIN ("SELLER")**

**AND**

**CHRISTOPHER G. CLAUSSEN ("BUYER")**

30. All notices required to be given hereunder shall be in writing and deemed duly given when: hand delivered to the recipient; sent via recognized express/overnight carrier postage prepaid; placed in the U.S. Mail by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid; sent via facsimile during regular business hours between 8:00 a.m. and 6:00 p.m. with proof of delivery and transmission; or sent via e-mail if sent during regular business hours between 8:00 a.m. and 6:00 p.m. with proof of delivery and transmission; in each case addressed as follows:

If to SELLER: Mark B. Elefante, Esq.  
Hemenway & Barnes LLP  
60 State Street, Suite 800  
Boston, MA 02109  
Telephone: (617) 557-9731  
Fax: (617) 227-0781  
E-mail: [markelefante@hembar.com](mailto:markelefante@hembar.com)

If to BUYER: Daniel W. Murray, Esq.  
Murray Law Offices  
One Union Avenue  
Sudbury, MA 01776  
Telephone: (978) 579-9800  
Fax: (978) 579-9809  
E-mail: [Dan@DanielMurrayLaw.com](mailto:Dan@DanielMurrayLaw.com)

or to such other address or addresses as may from time to time be designated by either party by written notice to the other.

31. All offers and agreements made prior to this agreement are hereby superseded, rendered null and void, and shall have no further force and effect. The entire agreement of the parties with respect to the transaction set forth in this agreement is fully and completely set forth herein.
32. The closing shall occur on December 29, 2016 provided that (a) Buyer may provide notice at any time after December 29, 2015 that the closing will occur six (6) months after the date of such notice but prior to December 29, 2016, and (b) Buyer may extend the closing to occur after December 29, 2016 but prior to June 29, 2017 by making an additional payment to Seller of \$40,000 on the date of such extension, which will not be refundable to the Buyer and will be credited against the purchase price due at closing.
33. On the date hereof, \$35,000 of the Deposit is being released to the Seller and shall not be refundable to the Buyer. On the first anniversary of the date hereof, the remaining \$40,000 of the Deposit shall be released to the Seller and shall no longer be refundable to the Buyer. Prior to the first anniversary of the date hereof, Buyer, in its sole discretion, may terminate this agreement and receive any portion of the Deposit not paid to the Seller.
34. From and after the date of this agreement, the SELLER agrees to permit the BUYER and its designees reasonable access, at reasonable times to the exterior areas of the Premises for purposes of due diligence investigations, which may include subsurface testing; the SELLER also agrees to permit the BUYER and its designees reasonable access to the interior of the home on the Premises once during January or February of 2015. Said right of access shall be exercised only after reasonable prior notice to the SELLER (which



may be by telephone or by electronic mail) and so as to minimize, to the greatest extent reasonably possible, disturbance to SELLER. In consideration of the foregoing, the BUYER agrees to indemnify, defend and hold harmless the SELLER from any and all costs (including reasonable attorneys' fees), damages, and claims for damage to property or persons caused by or occurring to the BUYER or the BUYER's agent(s) while on the premises or as a result of the BUYER or the BUYER's agent(s) being on the premises. The BUYER's indemnification herein shall be in addition to, and not in any way limited by, the deposit amounts held pursuant to this agreement. This indemnity shall survive the delivery of the deed hereunder and the termination of this agreement.

35. In the event any apportionment or adjustment pursuant to clause 16 is found, within sixty (60) days subsequent to the delivery of the deed, to be erroneous, then either party hereto who is therefore entitled to additional monies shall invoice (along with reasonably detailed back-up data) the other party for such additional amounts as may be owing, and such amounts shall be paid, with good funds, within ten (10) days from the date of the invoice. The provisions of this paragraph shall survive the delivery of the deed hereunder for sixty (60) days.
36. The SELLER shall execute, upon request, simultaneously with the delivery of the deed, and when required shall on oath swear to the truth of the matters therein set forth, such documents customary for a residential closing in the Greater Boston area as may reasonably be required by the BUYER's lender or its attorney, including without limiting the generality of the foregoing, certifications or affidavits with respect to: (a) persons or parties in possession of the premises; (b) facts or conditions which may give rise to mechanic's or materialmen's liens; (c) an affidavit pursuant to Section 1445 of the Internal Revenue Code; (d) the true purchase price of the premises and whether the SELLER has or intends to lend to the BUYER a portion thereof; (e) UFFI Disclosure Affidavit stating that to the best of SELLER's knowledge there is none; and (f) 1099 reporting form.
37. The parties acknowledge and agree that this agreement may be signed in counterparts, and for purposes of this agreement, facsimile or electronically scanned signatures shall be construed as original, provided however that no party shall avoid any obligation hereunder by failing to provide such original signature.
38. Any title or practice matter arising under or relating to this agreement which is the subject of a title or practice standard of the Real Estate Bar Association ("REBA") shall be governed by said title or practice standard to the extent applicable and to the extent such title or practice standard does not contradict any expressed term or condition of this agreement.
39. On the date set for delivery of the deed, Seller shall deliver to Buyer a final water reading dated within five (5) days of the delivery of the deed
40. The SELLER represents the following as of the date hereof:
  - (a) the SELLER has no knowledge that there are any underground oil storage tanks located on the premises;
  - (b) other than reasonable quantities of normal household products, the SELLER has not released any toxic or hazardous substances (as same is contemplated by MGL Ch. 21E) on the premises;
  - (c) the SELLER has complete and unencumbered ownership of all fixtures, fittings and equipment located in the premises;
  - (d) the SELLER has no knowledge of any pending bankruptcy, mortgage foreclosure, or other proceeding which might in any material way impact adversely the SELLER's ability to perform under this agreement;
  - (e) the SELLER has received no written notice from any municipal, county, state or federal agency asserting or alleging that the premises are or may be in violation of the provisions of any

municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environmental or health matters or enforcement proceedings;

- (f) the SELLER is not aware of any suits, actions, orders, decrees, claims, writs, injunctions or proceedings against the SELLER or affecting all or any part of the premises or the operation thereof before any court or administrative agency or officer which, if adversely determined, would have material adverse effect upon the premises; and
- (g) as of the date hereof Seller has received no notice from the Town of Sudbury of any violation of the Premises of any zoning or building laws or of the Massachusetts State Sanitary Code.

The provisions of this Paragraph shall survive delivery of the deed for a period of six (6) months.

41. Notwithstanding anything to the contrary herein contained, the Premises shall not be considered to be in compliance with the title provisions of this Agreement unless:

- (a) all buildings, structures, and improvements, including but not limited to, any driveways, garages, septic systems, and wells, if any, shall be located completely within the boundary lines of the Premises and shall not encroach upon, over or under the property of any other person or entity other than by an easement or agreement of record;
- (b) no building, structure, or improvement, including, but not limited to, any driveways, garages, and septic systems and wells, if any, of any kind belonging to any other person or entity shall encroach upon or under the Premises other than by an easement or agreement of record;
- (c) the Premises have vehicular and pedestrian access to a public way;
- (d) title to the Premises is insurable, for the benefit of the Buyer, by a title insurance company reasonably acceptable to Buyer, in a fee owner's policy of title insurance, at normal premium rates in the American Land Title Association form currently in use, subject to those printed exceptions to title normally included in the "jacket" to such form or policy and the standard so-called "Schedule B" exceptions, and exceptions permitted under Paragraph 4 above.

42. In order to facilitate the execution of such documents extending the time for the performance of any event or any notice that may be given under this Agreement, each of the Seller and Buyer hereby authorizes his or her respective attorney to assent and execute on that party's behalf, agreements extending the time for performance of any event or of any notice that may be given under this Agreement.

43. Effective upon the delivery of the deed, Seller hereby assigns to Buyer any and all warranties received from manufacturers of all fixtures, appliances and materials installed in the Premises. Seller shall deliver to Buyer on the closing date copies of all such warranties in Seller's possession, together with all owners' manuals in Seller's possession relating to such fixtures, appliances and materials.

44. Seller represents that Seller is not a foreign person or persons under I.R.C. Section 1445 and agrees to execute at the closing a non-foreign certificate in compliance with I.R.C. Section 1445(b)(2).

45. Seller shall deliver the Premises at the Closing in broom clean condition, free of all personal property.

46. If this agreement or any other provisions incorporated herein by reference shall contain any term or provision which shall be invalid, then the remainder of the agreement or other instrument incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.

47. In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this agreement), falls on a Saturday, Sunday, or legal holiday, such deadline or other date shall be automatically extended to the immediately following business day.
48. SELLER acknowledges that an affiliate of BUYER intends to develop an adjacent property as a multi-family housing facility with related improvements (the "Project"). SELLER agrees that SELLER will not oppose the Project and that SELLER will sign any application or similar document that with respect to the Project as may be reasonably requested by BUYER. SELLER further agrees that, notwithstanding anything to the contrary contained in this Agreement, BUYER may assign this Agreement to an entity formed in connection with the development of the Project.
49. BUYER has had an opportunity to perform an inspection of the Premises and agrees to purchase the Premises in their "as is" conditions as of the date of such inspection, reasonable wear and use excepted.
50. Upon execution of this Agreement, SELLER will execute and deliver to BUYER a mortgage in the form attached hereto as Exhibit A securing SELLER's obligation to convey the Premises to BUYER in accordance with the provisions hereof; BUYER may record such mortgage with the Middlesex South Registry of Deeds. Upon execution of this Agreement, BUYER will execute and deliver to BUYER's counsel, in escrow, a release of such mortgage in the form attached hereto as Exhibit B, which release will be recorded at the direction of SELLER following any termination of this Agreement.
51. Buyer acknowledges that the access allowed in Paragraph 34 is for informational purposes only. Buyer will return the landscaping to its original condition if Buyer performs any subsurface inspections and agrees that Seller is making no representations as to the condition of the septic system.

A handwritten signature in dark ink, appearing to be "M. A. M.", is located at the bottom left of the page.



EXHIBIT A

(Form of Mortgage Attached)

*21/1/20*

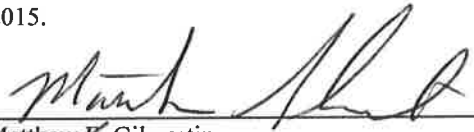
## MORTGAGE

MATTHEW F. GILMARTIN and MOLLY S. GILMARTIN of 30 Hudson Road, Sudbury, Massachusetts 01776 (together with their successors and assigns, the "Mortgagor"), for consideration paid, grants to CHRISTOPHER G. CLAUSSEN of 2134 Sevilla Way, Naples, Florida 34109 (together with his successors and assigns, the "Mortgagee"), with MORTGAGE COVENANTS, the property located at 30 Hudson Road, Sudbury, Massachusetts, which is more particularly described on Exhibit A attached hereto, to secure (i) the obligations of the Mortgagor under a certain Purchase and Sale Agreement dated December \_\_, 2014 between the Mortgagor, as seller, and the Mortgagee, as purchaser, together with all amendments and modifications thereof, and (ii) any and all obligations of the Mortgagor to the Mortgagee arising hereunder.

Being the same premises conveyed to the Mortgagor by deed recorded with the Middlesex County South District Registry of Deeds, Book 42175, Page 386.

This Mortgage is upon the STATUTORY CONDITION, for any breach of which the Mortgagee shall have the STATUTORY POWER OF SALE.

Executed as a sealed instrument as of the \_\_\_\_ day of January, 2015.

  
Matthew F. Gilmartin

*S n A*  
  
Molly S. Gilmartin  
*F.*

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF

Before me, the undersigned notary public, on this \_\_\_\_ day of January, 2015, personally appeared Matthew F. Gilmartin who is personally known to me or was proved to me through a current document issued by a federal or state government agency bearing a photographic image of the signatory's face and signature, to be the person whose name is signed to the foregoing instrument and acknowledged to me that he signed it as his free act and deed for its stated purpose.

---

[notary seal]

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF

Before me, the undersigned notary public, on this \_\_\_\_ day of January, 2015, personally appeared Molly S. Gilmartin who is personally known to me or was proved to me through a current document issued by a federal or state government agency bearing a photographic image of the signatory's face and signature, to be the person whose name is signed to the foregoing instrument and acknowledged to me that she signed it as her free act and deed for its stated purpose.

---

[notary seal]



EXHIBIT B

(Form of Release Attached)

## DISCHARGE OF MORTGAGE

CHRISTOPHER G. CLAUSSEN, holder of a mortgage from MATTHEW F. GILMARTIN and MOLLY F. GILMARTIN to him dated January \_\_, 2015 and recorded with the Middlesex County South District Registry of Deeds, Book \_\_\_\_\_, Page \_\_\_, hereby acknowledges satisfaction of the same.

Executed as a sealed instrument this \_\_\_\_\_ day of January, 2015.

---

Christopher G. Claussen

STATE/Commonwealth of  
County of

Before me, the undersigned notary public, on this \_\_\_\_\_ day of January, 2015, personally appeared Christopher G. Claussen who is personally known to me or was proved to me through a current document issued by a federal or state government agency bearing a photographic image of the signatory's face and signature, to be the person whose name is signed to the foregoing instrument and acknowledged to me that he signed it as his free act and deed for its stated purpose.

---

[notary seal]

Address of Premises: 30 Hudson Road, Sudbury, MA

01/13/15

12686

Claussen, Christopher G.

Hemenway &amp; Barnes LLP IOLTA

REMITTANCE ADVICE

CHECK NO.: 2716

DATE	MATTER NUMBER	DESCRIPTION			
01-13-15	12686-001	Partial release of deposit to sellers			
				TOTAL:	\$35,000.00

THIS CHECK IS VOID WITHOUT A BLUE &amp; GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

HEMENWAY & BARNES LLP  
IOLTA Account  
60 State Street  
Boston, MA 02109

2716

5-7017  
2110

RAY Thirty Five Thousand Dollars and no cents

DATE 01/13/15

NET AMOUNT \$35,000.00

Hemenway &amp; Barnes LLP IOLTA

TO THE ORDER OF  
Matthew Gilmartin and Molly Gilmartin

RBS Citizens, N.A.

AUTHORIZED SIGNATURE

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈ 2716 ⑈

⑆ 211070175⑆ 1107923686⑈





September 10, 2015

Mr. Chris Claussen, Managing Member  
Sudbury Station LLC  
2134 Sevilla Way  
Naples, FL 34109

RE: Letter of Support- The Villages at Sudbury Station, proposed residential development located in Sudbury, MA.

Dear Mr. Claussen:

Thank you for sharing the information pertaining to the proposed Villages at Sudbury Station off Hudson Road in Sudbury, MA ("Project"). I am writing this letter in connection with the Site Approval Application for Comprehensive Permit Site Approval under the Massachusetts General Laws Chapter 40B ("Application") made by Sudbury Station LLC ("Applicant") in connection with the above referenced Project.

Citizens Bank, N.A. ("Citizens" or the "Bank") is a member bank of the Federal Home Loan Bank of Boston ("FHLB") and as discussed Citizens would have interest in financing the Project under the New England Fund ("NEF") program.

The Project as it is our understanding is a 250 unit residential apartment complex constructed on a 40 acre site of which approximately 13.45 acres is buildable. The Project will consist of 25% (or 63 units) classified as affordable apartments. The preliminary plan consists of 119 one-bedroom units (of which 29 units will be affordable), 106 two-bedroom units (of which 28 units will be affordable), and 25 three-bedroom units (of which 6 will be affordable). The complex will consist of twelve apartment buildings, a community clubhouse building, cabana, waste treatment plant and parking for 406 cars.

The team assembled by the Applicant and the sponsors have a long history of successful real development and are well qualified to undertake this project. Citizens' looks forward to working with you on the Project as you proceed through the process of obtaining all applicable project approvals.

This letter does not constitute, nor shall it be construed as, a financing commitment for the Project. Should the Bank be requested to finance the construction of the Project, the applicant would be requested to submit a formal loan application with supporting documentation for review by the Bank in accordance with the Bank's customary underwriting and lending practices.

Please do not hesitate to contact me directly at 617-725-5628 should have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Philip M. Wadleigh", written over a horizontal line.

Philip M. Wadleigh  
Senior Vice President  
Commercial Real Estate Finance



**May 18, 2015**  
**Market Analysis Study**  
**Sudbury Center, Sudbury, MA**



**Prepared For:**  
Christopher Claussen

**Prepared By:**  
Lynne D. Sweet, Managing Member  
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## **Executive Summary**

### **Overview**

Christopher Claussen (the "Developer") hired LDS Consulting Group, LLC to provide market research services in connection with their planning efforts to create 250 units of mixed income multi-family rental housing at Sudbury Center, Sudbury, Massachusetts (the "Subject Property").

The purpose of our research is to examine the location of the development, provide a competitive rental analysis to determine building and unit mix, and achievable rents, as well as provide information on unit finishes and amenities, and common area amenities. We also examined certain demographics to assist with a basic supply side analysis. The study will be used to assist in permitting and financing efforts for the development of the Subject Property.

### **Project Summary**

The Developer has proposed to build a 250 unit mixed income rental development at the Subject Property. The parcels are located on Concord Road in Sudbury and owned by the #24 Hudson Road Trust, Parcel 2A, 1B, 2B, 3B and Laura B McCarthy CAS Trust. The property is located at the NW intersection of Hudson Road and Concord Road behind the Town cemeteries and adjacent to the railroad track. The property is zoning for single family homes and a portion has an agricultural restriction. There are wetlands on portions of the sites. The Developer is in the process of creating an existing conditions plan which will provide a better picture of the site. We believe that the site will need septic but will have access to public water, electricity and gas. The property will be served by public water and septic.

In accordance with a contemplated Chapter 40B comprehensive permit, the property will have a unit mix of 75% market rate units and 25% affordable units for households earning at or below 80% of Area Median Income ("AMI") or 187 market and 63 affordable units. The buildings will contain a mix of 45% one bedroom units, 45% two bedroom units and 10% three bedroom units.

### **Methodology**

The information in this study was compiled after reviewing demographic information, speaking with the present and any proposed competition in the market, and interviewing area municipalities. This report is reflective of the data, market conditions and conclusions considered at this point in time. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

We examined eight recently constructed large rental developments that offer market rate rental housing in the neighboring communities of Acton, Concord, and Marlborough as well as the nearby City of Waltham and the towns of Bedford and Southborough (the "Competitive Facilities" as follows:

Table 1

Competitive Facilities				
Development	Community	Distance as crow flies (miles)	Year Built	Total Units
Avalon Acton	Acton/ Westford	9.67 N	2008	380
Concord Mews	Concord	4.0 N	2012	350
Avalon Marlborough	Marlborough	9.0 SW	2015	350
Stone Gate	Marlborough	9.2 SW	2007	332
Avalon Bear Hill	Waltham	7.1 E	1999	324
Madison Place	Southborough	9.27 SW	2013/2014	168
Avalon Bedford Center	Bedford	9.85 NE	2006	139
Warner Woods	Concord	5.3 N	2006	80

Our conclusions are based on site visits and a comprehensive review of these facilities. We looked at such factors as location, rental rates, occupancy rates, facility age, amenities, and site layout. Examining demand is not a simple and by no means an exact science. History has shown that factors such as proximity to major highways, retail and/or public transportation influence the choices of potential residents, as well as employment in the area, rental costs and amenities. Therefore, we look at these factors along with various demographics in order to determine demand.

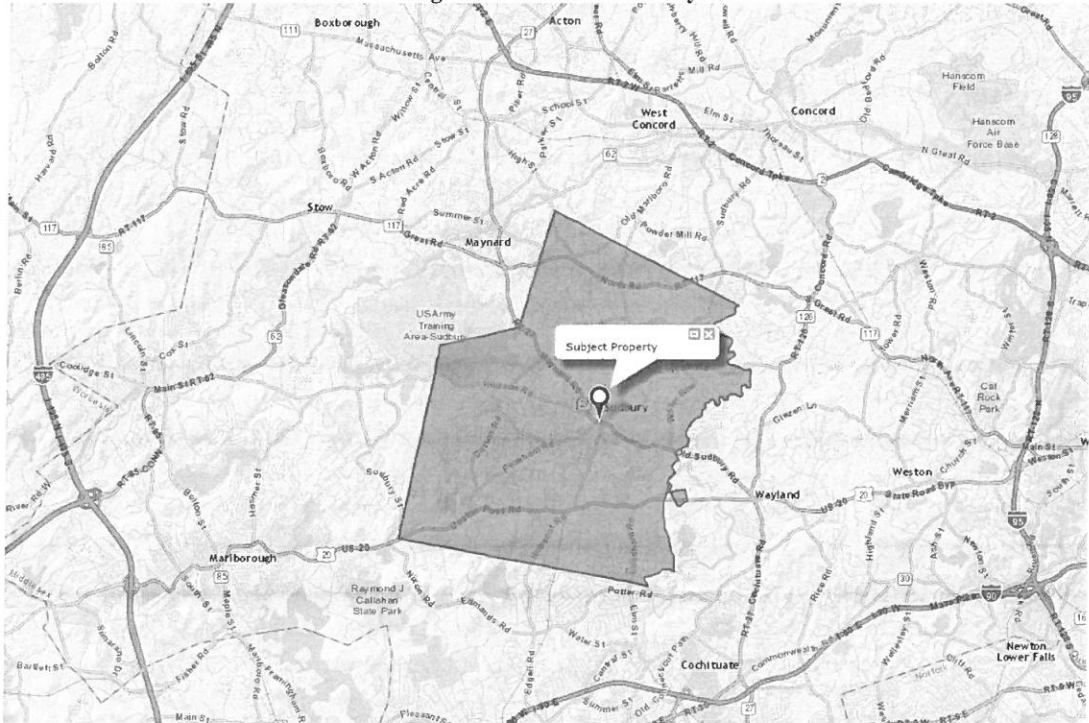
For purposes of this study, we looked at demographics in the Town of Sudbury as shown in the map below from ESRI Business Analysis Online as well as the Commonwealth of Massachusetts. In some instances we also examined the area within a 20 minute drive of the Subject Property, between Interstate 495 and Interstate 95 (Route 128), the target market for the Subject Property (the "Study Area"). A map of this area is shown on the next page. The majority of the work for this study was performed in April 2015. The main target market for this rental product is rental households ages 25 – 35. This product will also be desirable to young families, single parent households, empty nesters and the elderly. We analyzed data from the United States Census Bureau and American Community Survey (ACS). ESRI is a data source that relies on the 2010 Census and 2009-2013 ACS and uses the information, along with other factors, to project future demographics. It estimates data for 2014 and projects to 2019.

The ACS is a nationwide survey designed to provide communities with a fresh look at how they are changing. It is a critical element in the Census Bureau's reengineered decennial census program. The ACS collects and produces population and housing information every year instead of every 10 years.

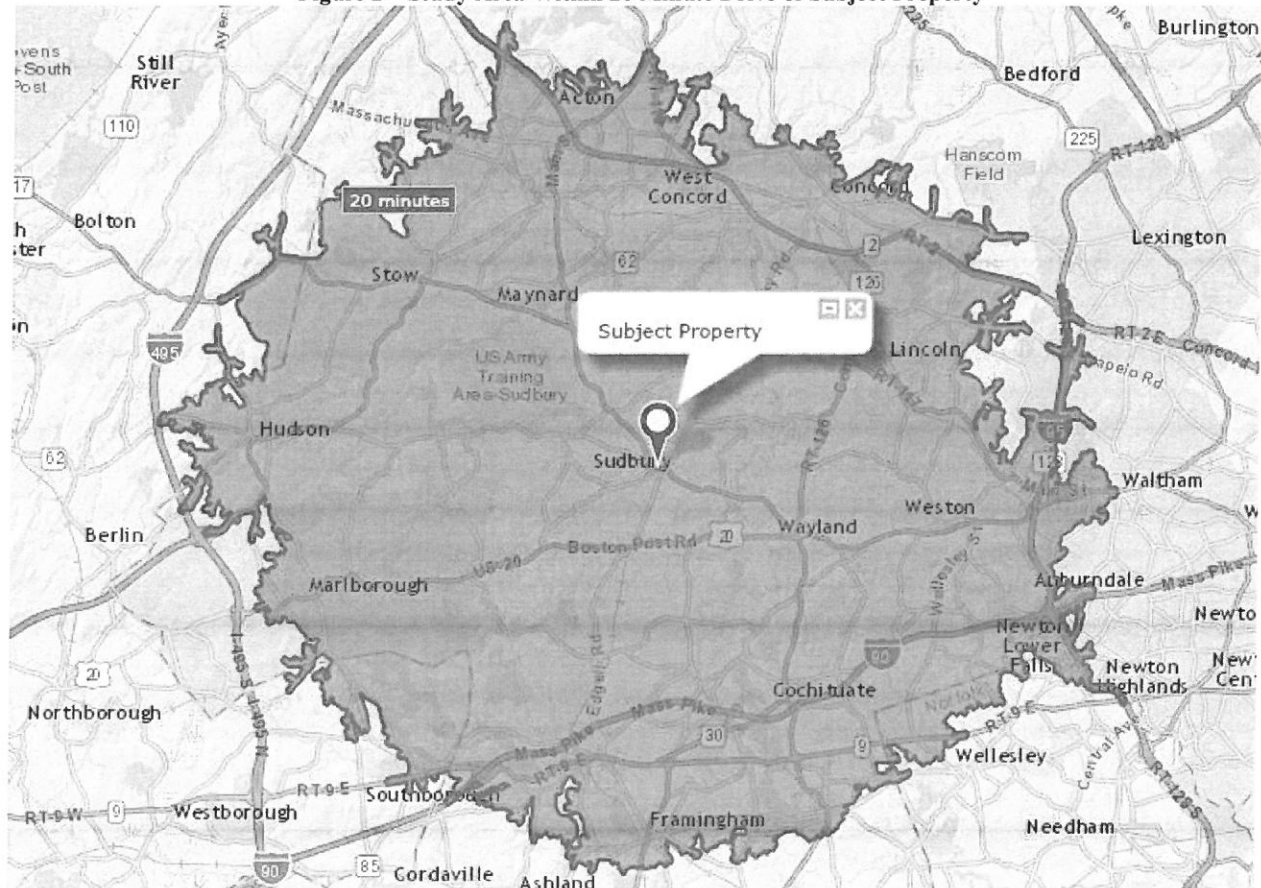
We have provided a summary of the sources utilized in this study at the end in a section titled "Other Matters, Possession and Sources."



**Figure 1 – Town of Sudbury**



**Figure 2 – Study Area Within 20 Minute Drive of Subject Property**



## **Conclusions**

### **Site and Location**

The Subject Property is located at Sudbury Center in the Town of Sudbury, 18 miles west of Boston. Sudbury is a suburb of Boston known for its excellent public schools, rural character, and wealth of conservation land. The Subject Property is located on Route 27, a busy north-south route with access to Route 20 two miles to the south. Route 20 provides direct access to major north-- south interstate Route 495 nine miles to the West and Route 128 eight miles to the East. The Subject Property is also centrally located in Sudbury Center directly across from the recently constructed Town Square retail development and adjacent to the Sudbury Center Historic District. Furthermore, construction will start in Spring 2015 to make Sudbury Center more pedestrian friendly with newly installed sidewalks, crosswalks, and signalized intersections. Several shopping centers, including Wayland Town Center, provide a variety of grocery stores, retail shops, restaurants, banks, and pharmacies to take care of life's everyday necessities, including a Whole Foods grocery store. There are also entertainment venues within a short drive. The Great Meadow and Assabet River Wildlife Refuges provide recreation options within a short drive. A goal of the Subject Property will be to maintain the character of the neighborhood while providing much-needed housing options to increase the housing choice in Sudbury.

### **Employment**

The economy of Metropolitan Boston is primarily driven by high technology, finance, professional and business services, defense, and educational and medical institutions. One study indicated that in November 2008, private and public colleges and universities in the metropolitan Boston area employed 92,300 people.

Persons living in Sudbury are primarily employed at the management/business level, with a high percentage of workers in sales and office related jobs, reflective of a highly educated and well-employed population. Over a fifth of Sudbury residents are employed in the educational services, healthcare, and social assistance industries, which is reflective of the high number of large healthcare employers in Sudbury and Greater Boston. In particular, Framingham Union Hospital and Metrowest Medical Center both have over 1,000 employees. Sudbury's unemployment rate, not seasonally adjusted, is also very low at 3.0% as of March 2015. The unemployment rate tends to be much lower than the state and country, based on historical annual averages. In addition, the state has seen steady increases in job growth since December 2014. If recent trends continue, including the relocation of companies to new developments along Route 128, growth of 10,000 plus jobs per month is projected in the Greater Boston area. This will provide a significant consumer market for the Subject Property.

### **Demographics**

The demographic indicators are positive for new apartment development and include a growing population, falling unemployment, job growth and a highly educated workforce.

The target market for this type of luxury rental apartment community is young professionals between the ages of 25-44, single parent households as well as aging baby boomers. The 55 years and over population, reflecting the aging baby boomers, is estimated to grow by 39% or 1,730 persons in Sudbury and by 27% or 18,795 persons in the Study Area by 2019. Both the Town of Sudbury and the Study Area saw high growth in both population and the number of households from 2000 to 2010, and is projected to continue growing through 2019.

Sudbury had a very high median income at \$164,337 as compared to the Massachusetts average of \$66,658 in 2010. Furthermore, two-thirds of households in Sudbury earned more than \$100,000 in 2014. If we assume an average one bedroom flat rent of \$1,950 in Sudbury, rent represents only 14% of median household income. If we assume an average two bedroom flat rent of \$2,300, rent represents only 17% of median household income. If we assume an average of \$2,825 rent for a three bedroom flat rent, rent represents only 21% of median household income.

### **Competitive Facility Rental Analysis**

The Competitive Facilities are located within ten miles as the crow flies of the Subject Property. These developments have a total of 2,123 units, with an average of 265 units per development. The smallest development has 80 units and the largest has 380 units. The Competitive Facilities have 1,782 market rate units and 341 affordable units. One development in Marlborough is still under construction with the first 40 units having opened in March 2015 and at another property in Southborough the townhouse units are still in lease up. The average age of the Competitive Facilities is seven years, and all but one of the developments was built after 2005. The average occupancy of the market rate units is 98%. Average occupancy of 95% or greater is an indicator that demand outweighs supply and it reflects a need for additional units. No concessions are being offered at the stabilized properties.

The Competitive Facilities have a total of only two studio units and very few three bedroom units. The majority of the competitive units, 51%, are two-bedroom units and 45% are one-bedroom units. Given smaller household sizes, children growing up with their own bedroom, people waiting longer to get married and other factors, we expect the majority of demand will be for one and two bedroom units. Five Competitive Facilities also have townhouse units, which leasing managers noted are especially popular. The Competitive Facilities average 34 acres in size with an average of 17 buildings. The majority contain three and/or four story walk up buildings. Three Competitive Facilities also contain four and/or five story elevator buildings and two contain two-story direct entry buildings. Competitive Facilities that contain two-story townhouses average 4-6 townhouses per building.

Concord Mews is the most amenity-rich, while Warner Woods and Madison Place have the fewest community amenities. All of the properties have an open concept kitchen and breakfast bar, balcony/patio space, and walk-in and linen closets in some if not all units as well as central air conditioning, microwaves, dishwashers, disposals, and in unit washers and dryers. The smallest property, Warner Woods, does not have in unit washer and dryers, but offers in unit



hook ups for tenant provided washers and dryers. As detailed in the recommendation section that follows, we have recommended community and unit amenities similar to those at Concord Mews, which our analysis showed was the nicest community with a neighborhood/village-like feel, not simply a place to live.

All of the Competitive Facilities offer a variety of unit types, sizes, and floor plans. The recommended unit types and sizes for the Subject Property detailed in the next section are based on examination of the smallest and largest units for each unit type at the competitive properties. The recommended rents are based on analysis of the low, high, and average rents for each unit type and size at the Competitive Facilities. We have recommended rents at the Subject Property which are similar to those at Concord Mews. In many cases, the rents we have recommended for a given unit type are significantly higher than the competitive property average. This is because a number of the properties are located significantly further from Boston, on or outside of Interstate 495. Therefore, they are not able to command as high rents as properties like the Subject Property that are located between the Interstate 495 and Route 128 belts. The Subject Property as we have proposed it will be very competitive with the existing Competitive Facilities and in some cases more appealing, especially in terms of desirable location and neighborhood, community amenities, high-end unit amenities, and under building parking.

All of the Competitive Facilities include at least one surface parking space with base street rent. Townhouse units include one to two attached garage spaces in rent. Attached garage spaces in non-townhouse units rent for \$150 to \$200 per month. Detached parking spaces rent for \$200 to \$250 a month.

Extra storage rents for \$25 to \$100 depending on storage unit size. The six Competitive Facilities which are pet friendly have a 2 pet limit, charge a \$500 per pet deposit, and charge a monthly pet rent of \$50 to \$85 per dog or cat.

The four Competitive Facilities with 80% of AMI affordable units are fully occupied with extensive wait lists. An examination of the affordable rents at the Competitive Facilities that are in the same HUD income area as the Subject Property shows us that proposed affordable rents at the Subject Property are appropriate and achievable.

### **Permitted or Under Construction Rental Housing**

There are six developments under construction as well as four additional permitted developments in communities neighboring Sudbury that, if built, could be competitive to the Subject Property. The six developments under construction will include a total of 502 units and the majority, 428, will be market rate units. The four permitted developments, if built, will include a total of 546 units, of which 421 will be market rate

The majority of the larger developments being planned are high end developments, similar to the Subject Property. It is reasonable to conclude that the majority of these units will come on

line and be leased up prior to or at the same time as the opening of the Subject Property. Therefore, it will be important to closely monitor the lease-up process of these developments to plan for the lease up of the Subject Property. In particular, the industry experienced a period of no building of either rental or homeownership units for 8 years, and now there is the potential of a plethora of units coming on line in close proximity and at the same price point.

### **Demand and Absorption**

The target population for the Subject Property's affordable units is households earning \$40,000 to \$60,000 (assuming rent is approximately 30% of annual income). We identified 6,473 households within a 20 minute drive of the Subject Property in 2014 and 6,612 estimated households in 2019 for the 63 units. We assumed 40% or 25 units will be filled by renter households age 25-44, 20% or 13 units will be filled by renter households age 45 to 64, and 40% or 25 units will be filled by households age 65 plus who are looking to downsize.

The target market for the market rate units are households earning over \$60,000. This assumes that households will pay 30% of their income towards rent and many households may choose to pay more than 30% of their income towards rent. We identified 29,239 households within a 20 minute drive of the Subject Property in 2014 and 34,652 estimated households in 2019 for the 187 units. We assumed 40% or 75 units will be filled by renter households age 25-44, 20% or 37 units will be filled by renter households age 45 to 64, and 40% or 75 units will be filled by households age 65 plus who are looking to downsize. The average occupancy of the stabilized competitive market rate developments we studied is 98% and no incentives are being offered. This indicates sustained demand for rental housing.

Lease ups inside the Study Area are averaging 18 units per month, while lease ups outside the Study Area, closer to Boston are averaging 22 units per month. However, developments currently in lease up are offering from one-half month to two months free rent as noted in the table below. Therefore, it will be important to build this into the lease up budget.

Given the location of this property, based on the conditions in the marketplace today, it is reasonable to assume absorption of 17 units per month. The lease up period will be dependent on the construction schedule and when units will be coming on line. In addition, large developments typically turnover 40%-60% of their units a year so there will be turnover during a prolonged construction process. Given the large number of units, it will be important to create a phasing plan that allows for minimum risk while each component is constructed and subsequently leased. A goal of this development should be to attract an older consumer that will stay for a longer term.

Furthermore, it is always a good goal to work towards an opening in the spring and summer months as November-February are the most difficult times to lease units.

THE VILLAGE AT SUDBURY STATION  
DEVELOPMENT TEAM

Developer

Sudbury Station LLC

Real Estate Attorney

Hemenway & Barnes  
Mark Elefante

Attorney

William Henchy  
Peter Freeman

Accountant / Tax

Verdolino & Lowey, PC  
Keith Lowey

40B consultant

SEB, LLC.  
Bob Engler & Geoff Engler

Wetland Scientist

Call of the Wild  
Diane Boretos

Architect

Beyer Blinder Belle  
Richard Metsky

Land Planner

The Cecil Group  
Steve Cecil

Market Research

LDS Consulting Group  
Lynne Sweet

Civil Engineer

Sullivan, Connors & Associates  
Mike Sullivan

Wastewater Treatment Plant Engineer

Provencher Engineering  
Don Provencher

Traffic Engineer

MDM Transportation Consultants  
Bob Michaud

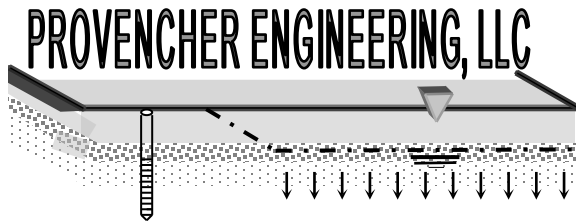


## Sudbury Station LLC

Sudbury Station LLC's purpose is to develop 250 apartments of affordable and market rate housing in Sudbury, Massachusetts. The LLC's Managing Member is Christopher Claussen who grew up in Sudbury in the 1970's and graduated from Lincoln-Sudbury Regional High School. After graduating from Worcester Polytechnic Institute with a degree in Management/Computer Science, he worked in the high tech hardware and software field in the Boston area for five years. He later moved to Naples, Florida in the late 1980's and started a real estate development company. His development background includes federal, state and local entitlement, finance, marketing, sales, and construction. He has developed and built approximately 2,000 single family, multi-family and high rise condominium units; over \$1B in real estate.

Sudbury Station LLC will draw on the expertise of members Christopher Kennedy and Joseph Hakim's significant real estate development and operating background which includes managing the Merchandise Mart and the Wolf Point development in Chicago and the Boston Design Center. Wolf Point is a 3.3 million square foot mixed use, three tower project currently being co-developed with the Hines Interests and Building Investment Trust, a consortium of AFL-CIO pension funds. In addition to Wolf Point, which is zoned for 1,260 residential units (509 under construction); Kennedy, Hakim and Habitat Corp. co-developed Kinzie Park in Chicago's River North district, which consists of 204 high-rise apartments, 54 mid-rise apartments, and 82 townhomes. They also co-developed with Habitat 400 North LaSalle, which is a 452-unit residential development. Their experience, financial backing and long standing commitment to Massachusetts, Chris is a summer resident of the Commonwealth, assure that Sudbury Station will have the resources to design, complete and imbue with quality The Village at Sudbury Station.

.



## **PROFESSIONAL SERVICES**

Donald A. Provencher, PE  
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Merrimack, NH 03054

Phone / fax: (603) 883-4444  
E-mail: Don@Provencher.com  
www.ProvencherEngineering.com

## **ENGINEERING EXPERIENCE AND SERVICES PROVIDED**

*New Drinking Water Source Approvals*  
*Drinking Water Treatment Approvals*  
*Monitoring Well Installation*  
*Septic Designs & Inspections*  
*Water Leakage Investigations*  
*Dewatering / Seepage Controls*

*Groundwater Discharge Permits*  
*Certified Soil Evaluations*  
*Water Well Testing*  
*Hydrogeologic Assessments*  
*Fracture Trace Analyses*  
*Water Supply Master Planning*

*Water Withdrawal Permits*  
*Soil Borings / Test Pits*  
*Irrigation Wells & systems*  
*Transducers & Data Loggers*  
*Wastewater Master Planning*  
*Groundwater Recharge Analyses*

## **FULL-SERVICE PERMITTING EXPERIENCE**

### **Groundwater Discharge Permits (GWDP):**

For new construction of large sites in rural areas without municipal sewer, a GWDP from the state's DEP or DES is required. In Massachusetts, the permit threshold is for on-site sewage generation in excess of 10,000 gallons per day. 133,000+ SF office parks, 500+ employee manufacturing plants, and residential developments exceeding 90 bedrooms are examples of developments requiring a GWDP. This permit requires design of an on-site wastewater treatment facility (WWTF), a soil absorption system (SAS) leach field, a witnessed soil evaluation, monitoring wells, soil borings, permeability testing, a hydrogeological evaluation, and a computer model to predict mounding effects to the groundwater surface, and quality effects to the groundwater environment from the subsurface recharge of the treated effluent.

### **New Source Approval (NSA) Permits for Public Drinking Water Wells:**

The EPA considers on-site water supplies serving at least 25 people (including office buildings, restaurants, condominiums, residential communities, etc.), to be a public water supply, and requires a NSA prior to construction or expansion of an existing facility. A permit is required to site and drill a well, and conduct a pump test, followed by another permit to construct the system which typically includes a water treatment, storage, pumping, and distribution system.

### **Water Withdrawal Permits (Water Management Act – WMA):**

The cumulative withdrawal of on-site water from a combination of groundwater or surface water exceeding an average of 100,000 GPD in Massachusetts and 57,600 GPD in New Hampshire requires a Water Withdrawal Permit from the state DEP or DES. This permit requires water supply and withdrawal master planning, water well installation, pump testing, monitoring of wells, wetlands, and water bodies, hydrogeologic analyses, and evaluation of impacts to sensitive receptors.

### **Drinking Water Treatment Approval:**

Routine water quality sampling, new sources with known water contamination, and more stringent water quality requirements by EPA require design and approval of water treatment systems. Approvals of bench-top or on-site field pilot tests are occasionally required before construction and approval of the final treatment system. Treatment permits are required for treatment of natural contaminants, like hard water, radon, or Uranium, or man-made like road salt or gasoline.

### **Sewage Disposal Construction Permits (SDCP):**

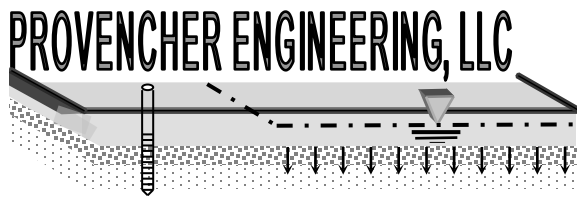
For on-site sewage disposal below the GWDP threshold, a SDCP is required from the local town or city Board of Health in Massachusetts, or from the NH DES. At a minimum, this permit requires a field investigation consisting of a soil evaluation with test pits and percolation testing, and design of a complete septic system integrated into the site design.

### **Sewer System Extension and Connection Permits:**

New sites that will generate at least 50,000 GPD and are proposing to connect to an existing municipal sewer system, or for any connection which includes a pump station serving more than one single family dwelling, or for any construction, maintenance, or alteration of any sewer system extension or construction, requires a permit from the Massachusetts DEP.

### **Septic System Approvals with DEP approved Innovative / Alternative Systems:**

For new developments requiring on-site septic systems, for repairs of existing failed septic systems, or for development in Nitrogen Sensitive Areas, a group of permits issued by the DEP or DES result in potential costs savings to property owners and developers. These savings are mostly attributed to reduced leaching area size and increased development densities with the use of small on-site Innovative and Alternative (I/A) wastewater treatment systems. Additional benefits, such as prolonging the life of a septic system, and additional environmental protection, result from the use of I/A technology.



## QUALIFICATIONS

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## EXPERIENCE AND EDUCATION

In 1989 I was graduated from the **University of New Hampshire** with a **Bachelor of Science in Civil Engineering**. Two weeks later, I began employment with Beals and Thomas, Inc. performing classic civil engineering tasks such as sewer, stormwater, roadway, and site design. I also assisted geologists and engineers in field testing, such as test pits, perc tests, soil borings, monitoring well installation, permeability testing, groundwater analyses and groundwater contouring.

In the early 1990's, as the real estate boom yielded to the environmental site assessment market, I became actively involved with environmental research, field investigation, groundwater and surface water sampling, hazardous waste investigation, and remediation. In 1991, I decided to return to academia (part time) to pursue a **Master Degree in Geo-environmental Engineering** at the **University of Massachusetts** in Lowell. I remained employed full-time through this successful five-year masters degree program, receiving a master degree in 1996 in Civil (geo-environmental) engineering.

I became a **registered professional civil engineer** in 1994 in **New Hampshire** and in **Massachusetts**. I soon began to perform geo-environmental engineering tasks, such as septic system design, slope stability analyses, and hydrogeology, using my geo-environmental engineering education. I became a certified **Soil Evaluator, Septic Designer, and Inspector** in MA & NH. I instructed over a dozen civil engineers to become certified Soil Evaluators for my past employer.

Following graduation from U-Mass in 1995 with a Master Degree, I educated myself to the requirements of MA & NH **Groundwater Discharge, New Source Approval, and Water Withdrawal** permits. I was responsible for my past employers expansion of professional services to include geo-environmental and groundwater engineering services. I successfully **received six state permits** and was **directly responsible** for all phases of on-site **water supply** and **wastewater** projects at my previous position, including proposals, design, engineering, management, and permitting.

Using that experience, **PROVENCHER ENGINEERING, LLC** was established in March 2000 with a focus of providing professional engineering / permitting services for new and existing private and public water supply / treatment and wastewater treatment / disposal facilities. Projects have included wastewater treatment plant design, hydrogeologic investigations for large-scale treated effluent disposal systems, and testing and design of numerous public water supply wells for New Source Approvals. Additional projects have included water treatment designs for new and existing public water systems for corrosion control, and radionuclide and radon mitigation. Services include master planning water supply and wastewater systems, coordinating and conducting field investigations, well and stream gage transducer monitoring, hydrogeologic analyses, designs, engineering reports, project management, project team meetings and public hearings.

## CLIENT / PEER TESTIMONIALS

*"Don designed a large state-of-the-art wastewater treatment and effluent disposal system beautifully integrated into our site. He performed all of the field testing and groundwater modeling and successfully secured a Groundwater Discharge Permit from the DEP. He was very effective in addressing DEP issues and dealing with all members of the design team."*

**-Robb Hewitt, Vice President, Trammell Crow Residential**

*"Don was instrumental in obtaining two critical permits for our site: a Groundwater Discharge Permit and a New Source Approval. He coordinated and performed field work; and he composed, designed and stamped reports, plans, and specs for both permits, allowing us to successfully move forward with Phase I construction of our project!"*

**-Matthew Senie, General Manager, Riverbridge North, LLC**

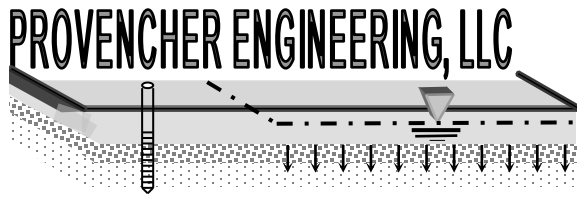
*"A new on-site drinking water supply / treatment system, including a uranium removal system, and two wastewater disposal systems were permitted by Don. These permits were based on field testing and designs prepared exclusively by Don. His design creativity and attention to regulating authorities got our new clubhouse up and running on time."*

**-Tim Gordon, General Manger, Hopkinton Country Club**

*"Don was successful in coordinating and conducting a 12-day long simultaneous pumping test on five bedrock irrigation water supply wells for our golf course. He secured a Water Withdrawal Permit from the Massachusetts DEP for withdrawal of over 210,000 gallons per day at a very cost-effective price. He was very effective in communicating with the DEP and providing the required information asked of him, without requiring engineering cost over runs."*

**-Michael Gordon, President, Blackstone National Golf Club**





## **QUALIFICATIONS**

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## **PROJECT EXPERIENCE**

### ▪ **RIVERBRIDGE MIXED-USE VILLAGE – 65 RIVER ROAD WEST, Berlin, Massachusetts**

Provencher Engineering was contracted by the site's civil engineer / site designer, Waterman Design Associates, Inc. of Westborough, Massachusetts to coordinate, design, and secure permits for a public water supply and wastewater treatment and disposal system for a proposed 66,000 gallons per day mixed-use commercial, residential, retail, and senior care planned community. Master planning of four public water supply wells and a wastewater treatment and disposal facility was initially conducted, followed by coordination and direction of the well installation, pump testing, and field monitoring to determine impacts to streams and wetlands from pumping the wells. Groundwater modeling of the effluent disposal location was also conducted as part of a Hydrogeologic Evaluation. The field work, modeling, and designs were compiled and submitted to DEP and a Groundwater Discharge Permit was secured for the wastewater treatment and disposal system. A report on the wells pump tests and field monitoring was submitted to DEP with our design of the water supply pumping, storage, and distribution systems, and a New Source Approval for the construction of the water supply was granted.

### ▪ **CODMAN HILL CONDOMINIUMS – CODMAN HILL ROAD, Boxborough, Massachusetts**

Codman Hill Condos was mandated by DEP to upgrade their water supply pump station, two storage tanks (10K & 5K gals), and to install manganese treatment. Provencher Engineering secured a Distribution Modification Permit from Mass DEP. Space limitations in their existing concrete block pump station building required us to design a building expansion in place of the removed 5K tank. The expansion housed the new manganese "green sand plus" filters, the chlorine oxidation injection system, and the filter backwash holding tank and backwash pump which pumps the backwash water up into an on-site sewer. On the opposite side of the building, we replaced the 10K tank with one new 15K gallon tank with its end penetrating through the wall. The pump was replaced in the one source well, two new booster pumps controlled by variable frequency drives (VFDs) replaced the old booster pumps, allowing constant pressure at variable demand; and all of this was done while maintaining water supply to the Condos! The system is complete and functioning well!

### ▪ **SAINT BENEDICT ABBEY – 252 STILL RIVER ROAD, Harvard, Massachusetts**

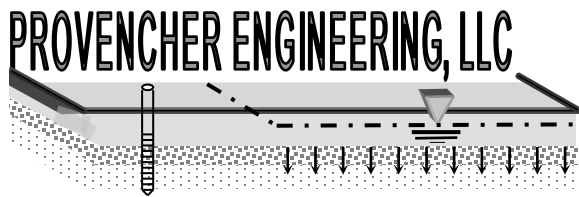
Saint Benedict Abbey, which houses roughly 30 permanent monks, and holds many large social functions including weddings and overnight retreats, experienced diminished yield from their three existing wells, particularly during, and therefore impacting, their social functions. We secured a New Source Approval for one new well, and designed a new above-ground pump station building and underground 15,000 gal concrete water storage tank, to collect and treat water from their four wells for arsenic removal, and then store the treated water so it is available to be pumped during peak demand periods. They have never run low on water ever since!

### ▪ **SUNSET RIDGE CONDOMINIUMS – WATTAQUADOCK HILL ROAD, Bolton, Massachusetts**

Sunset Ridge is a new 45± unit condo development that relies on three bedrock wells for drinking water, and one bedrock irrigation well. A 5-day long simultaneous pumping test was conducted on all 4 wells to conservatively simulate worse than worst-case pumping! The well water contained naturally-occurring Radon and Radium (a potentially radioactive radionuclide). We designed a cathedral ceiling wood-framed pump station building with treatment for the Radium, and we raised the radon aeration tank inside the elevated building, so that the treated water flowed out of the aeration tank by gravity flow, through an ultra-violet disinfection unit, and into a 15,000 gallon underground concrete storage tank directly behind the pump station. This avoided the need to pump the water from the aerator to the storage tank. Booster pumps draw water from storage and pressurize the site's distribution system, with a make-up water feed into the site's fire cistern. The site's irrigation system is controlled from the pump station and uses a separate irrigation distribution system and irrigation well. The site is fully built and functional.

### ▪ **CONCORD MEWS – ONE NATHAN PRATT DRIVE, Concord, Massachusetts**

Working for Trammell Crow Residential, Mill Creek Residential, and West Concord Development, LLC, along side the site's landscape architect and civil engineer, Beals Associates, Inc., we provided wastewater master planning for this 70,000 GPD multi-unit residential development. We conducted field work & engineering design of an on-site wastewater treatment & disposal system, and secured a Groundwater Discharge Permit (GWDP) by MA DEP for discharge of treated effluent into a Zone 2 of a Town public water well. This included our satisfactory responses to a peer review by Woodard & Curran, Inc. for the Zoning Board of Appeals, as well as DEP and other private interest groups providing comments through the GWDP process. We also provided construction administration for the construction of the wastewater systems. The site is fully-built out and continues to be a great success!



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## PROJECT EXPERIENCE (continued)

### ▪ **BOWERS BROOK APARTMENTS – 196 AYER ROAD, Harvard, Massachusetts**

Working for L.D. Russo, Inc., this multi-unit housing development included a shared community water supply with office buildings and a Dunkin Donuts. An entire new water system with 4 new bedrock wells, pump station, storage tanks, and distribution system was engineered by us and permitted by MA DEP. This project had a twist with a complete underground concrete pump station and water storage tanks, which required creative ways of preventing groundwater from impacting these facilities. This infrastructure was also designed to accommodate additional future commercial development, and has been a great success for L. D. Russo!

### ▪ **APPLEWOOD CONDOMINIUMS – APPLEWOOD DRIVE, Boxborough, Massachusetts**

Working directly for the Applewood Condo Association, we master planned and designed a new 27,000 GPD water pump station with 54,000 gallons of underground concrete water storage tanks. This included navigating through a DEP ACO process, and securing a DEP Distribution Modification permit for this upgrade. We also provided inspections & certifications required for DEP activation approval.

### ▪ **BOXBOROUGH HOLIDAY INN – (FORMER HOST HOTEL) – ONE ADAMS PLACE, Boxborough, Massachusetts**

Provencher Engineering was contracted by Fine Hotels Corp. of Wellesley to coordinate public water supply permitting for a proposed 60-room hotel expansion. A complete review of the permitting history of the five on-site bedrock wells was performed at local Boards of Health and Worcester DEP. This most comprehensive assessment ever conducted of the hotel's approved withdrawal resulted in the granting of a DEP permit for expansion of the water supply without requiring additional well installation or pump testing. In March 2002, Provencher Engineering successfully completed final water quality analyses on an aeration system designed and permitted with the DEP to raise the hotel's drinking water pH (under mandate from DEP) to reduce corrosivity and elevated lead and copper concentrations. This treatment technology has been implemented on other sites as a result of its success at the Holiday Inn.

### ▪ **HOPKINTON HIGHLANDS II – CEDAR STREET EXTENSION, Hopkinton, Massachusetts**

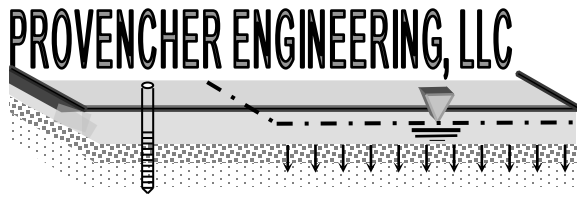
Provencher Engineering was contracted by Toll Brothers, Inc., of Milford, Massachusetts to coordinate drilling and conduct pump testing of three new bedrock water supply wells for a 40,000 GPD proposed public water supply for a new 39-lot residential subdivision. Coordination of pumping equipment, pump testing, permanent well water level monitoring with transducers, water quality sampling, as well as design of a storage, pumping, radionuclide treatment and distribution systems were tasks successfully completed by Provencher Engineering. Other tasks included a Groundwater Budget Analysis and a Groundwater Recharge Analysis to confirm that regional groundwater depletion would not result from the proposed development, and that recharge of groundwater to individual wetland and vernal pools would not be impacted by construction. Artificial recharge measures, underdrains, and seepage collars were designed by Provencher Engineering and approved by the Hopkinton Conservation Commission. These analyses were also included in the site's EIR filing for the Massachusetts EOE.

### ▪ **HOPKINTON COUNTRY CLUB – SADDLE HILL ROAD, Hopkinton, Massachusetts**

Provencher Engineering was contracted by the Hopkinton Country Club to coordinate and conduct a pump test of a new bedrock water supply well for a 10,000 GPD proposed public water supply for a new clubhouse and golf course expansion. A water storage, treatment, and pump station was designed and permitted with the Worcester DEP. Other tasks included soil evaluations, design, and permitting of two separate Title 5 septic systems. The drinking water supply radionuclide removal system was the first system placed on line in the state of Massachusetts to treat for uranium removal. The larger Title 5 septic system was a three tier pressure distribution leaching system, which included groundwater mounding studies and presentations to the Hopkinton Board of Health. All systems are operating. More recently, a permanent transducer was installed in the supply well, and in a stream gage for compliance with a permit from the Conservation Commission. Both transducers were read, graphed, and interpreted on a quarterly basis.

### ▪ **SIMRAH GARDENS – CENTRAL STREET, Hudson, Massachusetts**

Provencher Engineering was the lead engineer in successfully obtaining a Groundwater Discharge Permit from the Worcester DEP for a new residential apartment building complex generating 36,000 GPD of wastewater. Engineering included conceptual designs, followed by witnessed soil evaluations, soil borings and monitoring well installation, permeability testing, and development of a groundwater model. The model was used to predict mounded groundwater elevations beneath the leaching field, and was used to design the leaching field and a surrounding retaining wall, which was required to reduce off-grading and to prevent breakout of the treated effluent.



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## PROJECT EXPERIENCE (continued)

▪ **DeMOULAS MARKETBASKET / KOHLS DEPT STORE – ROUTE 125, Plaistow, New Hampshire**

Provencher Engineering was engaged by RMD, Inc. of Tewksbury, Massachusetts to design a new public drinking water treatment, storage, and pumping station. This new system was required to replace an old problematic substandard underground system previously in operation for 15 – 20 years. The site's source well remained unchanged, and continues to supply the site with water, albeit moderately contaminated by a regional MTBE groundwater plume from leaking off-site gasoline tanks. In addition, an existing water softener system was located inside the store building, taking up valuable space. The new design included a partially underground 10,000-gallon atmospheric water storage tank and an above ground booster pump and water treatment station. The treatment system, as approved by the New Hampshire Department of Environmental Services, included activated carbon for MTBE removal, a softener, and disinfection, and allowed removal of the old softener from the store, freeing up floor area. Provisions were also made for future treatment for radon and arsenic removal, should lower thresholds be implemented by EPA, as currently proposed.

▪ **DEERFIELD ESTATES – LUMBER STREET, Hopkinton, Massachusetts**

Provencher Engineering was contracted by Capital Group Properties and Rosewood Construction of Southborough, Massachusetts to perform a well siting analysis and permitting of a new community public water supply for a 46-unit senior housing development. A sophisticated pump testing program, which far exceeded the requirements of the Massachusetts DEP, was developed and implemented, as a result of concerns from abutters about potential impacts to their private drinking water wells as well as concern about drawdown impacts to vernal pools and wetlands, as voiced over several planning board and conservation commission meetings. Seven Provencher Engineering owned data logger transducers were installed in operating private wells, as well as in monitoring wells in a vernal pool and in the location of the proposed wastewater disposal leaching field. Several weeks of baseline data was collected prior to and then during a pumping test on the water supply well, which was followed by an additional week of data collection after pumping. The data was evaluated and was determined not to indicate any drawdown interference from pumping. Accordingly, water treatment, storage, and pumping systems were then designed by Provencher Engineering and approved by DEP. In addition, Provencher Engineering conducted a Soil Evaluation and design of a pressure dosed septic system, which was subsequently approved by the Board of Health for the site.

▪ **BENCHMARK ESTATES – CARDINAL LANE, Tyngsborough, Massachusetts**

Elevated radon and uranium in drinking water wells at this public water supply prompted the DEP to require treatment to reduce these levels. Provencher Engineering, after corresponding with water treatment system component manufacturers, prepared calculations, design plans, and specifications, approved by DEP, for a new distribution system, filtration, radon removal, water storage, ultra-violet disinfection, and booster pumps to fit within existing superstructures. The project is currently and successfully in operation.

▪ **CAMP YOUNG JUDAEA – CAMP & BABOOSIC LAKE ROADS, Amherst & Merrimack, New Hampshire**

Low water pressure and loss of water were problems encountered by the camp during their summer operations. An evaluation and cost estimates of three alternatives was conducted: (1) a new storage tank and booster pump system using their one existing well, (2) connecting to the municipal water supply, and (3) siting and drilling a second well. A fracture trace analysis identified a location for a new public water supply well, which was successfully drilled, pump tested, and permitted at a lower cost than the other two alternatives. The new system as designed by Provencher Engineering now successfully meets the camp's peak flow demands. Immediate short-term engineering solutions were first evaluated and implemented consisting of upgrading the well pump capacity and connecting dead-end water mains to create a looped system. This provided some immediate relief during the permitting process.

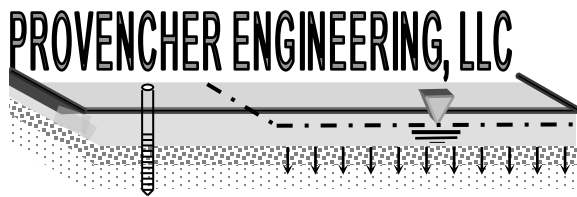
▪ **LUCENT TECHNOLOGIES – 300 BAKER AVE., Concord, Massachusetts**

Provencher Engineering was contracted by Rizzo Associates, Inc., of Framingham, Massachusetts to perform a Soil Evaluation and provide recommendations on the potential for the site to support the subsurface disposal of treated wastewater effluent under the DEP Groundwater Discharge Permit program. Although results indicated acceptable soil conditions, a preliminary cost estimate indicated that a municipal sewer tie-in was a more feasible alternative, and was therefore pursued.

▪ **THE HARRINGTON FARM – 178 WESTMINSTER ROAD, Princeton, Massachusetts**

This existing public water supply, unnoticed by the DEP, was required to contract with an engineer to coordinate and perform a pumping test and water quality analysis to the requirements of the DEP. Provencher Engineering corresponded with the DEP to plan, to conduct a pumping test, and ultimately to submit a permit application and gain approval of the existing well for a public water supply.





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## PROJECT EXPERIENCE (continued)

▪ **HARVARD RIDGE CONDOMINIUMS – SWANSON ROAD, Boxborough, Massachusetts**

Provencher Engineering was engaged by Earth Tech, Inc. to perform hydrogeologic testing and analyses, and to prepare a Hydrogeologic Report for a Groundwater Discharge Permit. The site's failed septic systems are to be replaced by a wastewater treatment facility and a central soil absorption system (SAS) for effluent disposal. Provencher Engineering was selected as a result of previous experience in the area (Cisco project) with a previous employer. Provencher Engineering's services at Harvard Ridge included soil evaluation, monitoring well installation, hydraulic conductivity testing with transducers, computer modeling of the groundwater, and numerous proposed conditions SAS design refinement to arrive at the most optimal location for the new disposal area.

▪ **BOXBOROUGH COMMONS – 629 MASS. AVE, Boxborough, Massachusetts**

Provencher Engineering was retained by Micozzi Management of Allston to investigate a failing commercial septic system. Research was conducted at local Boards of Health, as well as the Littleton Water Department to obtain water quality information on the site's water supply well and groundwater monitoring wells. Assessment of historic monitoring well data has provided historic correlation for estimating seasonal high groundwater elevation in support of the design of a new soil absorption system. Water quality data has provided insight on the effect on local groundwater quality and existing drinking water from the septic tank effluent. A Bioclere system was designed, approved, and installed for nitrogen mitigation, required as part of the redesigned system, and has functioned successfully.

▪ **DUNKIN DONUTS / EXXON TIGER MART – 1425 MASS. AVE. (ROUTE 111), Boxborough, Massachusetts**

Provencher Engineering was contracted by Verc Enterprises of Duxbury, Massachusetts, to establish a new public water supply and a new wastewater treatment and effluent disposal system for an existing Dunkin Donuts, gasoline station, and convenience store. Due to the petroleum-contaminated soil and groundwater from a previous gasoline tank leak, and because of limited undeveloped on-site land area, an off-site well location and pump station was designed, permitted and developed, including oxidation and filtration for removal of very high iron from the well water. The treated water is stored in a 1,500 gallon atmospheric storage tank inside the pump station, and is re-pumped over 1,000 feet across Route 111 and into the existing building, resulting in a significant improvement in water supply, pressure, and quality. This same property also required design of a new Bioclere wastewater treatment unit and new pressure dosed irregularly-shaped effluent distribution system as a result of a significantly undersized previous design by others which failed in only 4 years. The new wastewater and water supply systems are currently complete and in operation.

▪ **BRIGHT HORIZONS DAYCARE – 20 CODMAN HILL ROAD, Boxborough, Massachusetts**

Contamination of the regional groundwater supply from a Mass Highway road salt deicing storage facility abutting Elizabeth Brook presented serious challenges in developing and permitting a new public water supply for a new daycare. Significantly elevated sodium, chloride, TDS, hardness, and calcium required a sophisticated water treatment system (carbon, softener, Reverse Osmosis, and UV), which was designed by us and permitted by DEP, to allow treatment of contaminated water to provide potable water for this site. The site also included a pump station, atmospheric storage tank, re-pressurization pumps, and likely includes the most sophisticated water purification system in Boxborough, and is fully functional.

▪ **REGENCY AT BOLTON – ROUTE 117, Bolton, Massachusetts**

Provencher Engineering was contracted by Toll Brothers to conduct a due diligence review in support of a pending land transaction of a previously approved community public water supply design by another consultant. Understanding that the design proposed by the other consultant was very different from and substandard compared to Toll's expectations, Provencher Engineering was contracted to re-design the water system, which included three source bedrock wells, two 10,000-gallon storage tanks, and an above-ground pump station which included iron / manganese treatment, radon reduction by aeration, ultraviolet disinfection, and a booster pumping system. The water supply system was permitted, constructed, and is presently functional.

▪ **VILLAGES AT LOUDON – FOSTER ROAD, Loudon, New Hampshire**

The Villages at Loudon (NH DES PWS ID# 996054) is a 20,000 gallon per day (GPD) 100-unit planned residential community public water supply with two bedrock wells, two 10,000 gallon atmospheric storage tanks, and a pump station building which includes water treatment and booster pumps to pressurize the site's distribution system. The wells were sited and pump tested, the water treatment, storage, pumping, and distribution system was designed by Provencher Engineering, approved by DES, and the wells and pump station treatment, pumping, and controls equipment were successfully installed and activated, and the system is presently in operation.



SEB<sub>LLC</sub>

# Unparalleled Experience and Client Service

## Who We Are and What we Do

For over 40+ years, SEB and its principals have been leaders in the planning and development community, specializing in mixed-income multi-family residential housing. SEB has provided housing development consulting services that have resulted in the approval and development of more than 13,000 units of affordable housing. Our work has involved a broad range of housing types in a variety of different communities, from detached single family home ownership communities to large multifamily rental developments.

Working in cooperation with our clients and development partners, we have completed over a thousand diverse consulting assignments – ranging from development of mixed-use multi-family developments, to permitting assistance with specific affordable housing development projects on urban and suburban sites, to larger scale neighborhood plans in cities and towns.

SEB also provides affordable housing administrative and lottery services. We have leased/sold more units of affordable housing than any other entity or lottery administrator in the state. Leveraging our extensive list of engagements, we have excellent relationships with Masshousing, Masshousing Partnership, the Department of Community Development and MassDevelopment – all of the State Subsidizing Agencies involved in the oversight of the affordable housing sell-out & lease-up process. We ensure that all regulatory and compliance related requirements are conducted in strict adherence to state and local requirements.

### **SEB has been involved in public or private sector projects in more than 180 cities and towns in Massachusetts, including the partial list below.**

Abington	Acton	Amesbury	Amherst	Andover	Arlington	Ashburnham
Ashland	Athol	Attleboro	Avon	Barnstable	Bedford	Bellingham
Belmont	Berkley	Berlin	Beverly	Billerica	Bolton	Boston
Bourne	Boxborough	Boxford	Braintree	Brewster	Brockton	Brookline
	Burlington	Cambridge				
Canton	Carlisle	Chatham	Chelmsford	Chelsea	Clinton	Concord
Danvers	Dartmouth	Dedham	Dennis	Dighton	Dover	Duxbury
East	Bridgewater	Easton	Edgartown	Everett	Fall River	Falmouth
Fitchburg	Framingham	Franklin	Freetown	Gardner	Georgetown	Gloucester
Grafton		Groton	Groveland	Hanover	Hanson	Harvard
Harwich	Haverhill	Hingham	Holyoke	Hopkinton	Ipswich	Kingston
Lancaster	Lawrence	Leominster	Lexington	Lincoln	Littleton	Lowell
Ludlow	Lynn	Lynnfield	Malden	Mansfield	Marblehead	Marion
Marlboro	Edgartown	Mashpee	Maynard	Medfield	Medford	
Medway	Melrose	Mendon	Merrimack	Methuen	Middleboro	Milford
Millville	Milton	Nantucket	Natick	Needham	New Bedford	Newburyport
Newton	Norfolk	North Andover	North Reading	Northampton	Northborough	
Northbridge	Norton	Norwell	Norwood	Oxford	Palmer	Peabody
Pelham	Pembroke	Pittsfield	Plainville	Plymouth	Randolph	Raynham
Reading	Rehoboth	Revere	Richmond	Rockport	Rockland	Rowley
Salem	Salisbury	Sandwich	Saugus	Scituate	Seekonk	Sharon
Sherborn	Shrewsbury	Somerset	Somerville	Southborough	Southbridge	Springfield
Stoneham	Stoughton	Stow	Sturbridge	Sudbury	Sutton	Swansea
Taunton	Tewksbury	Townsend	Tyngsboro	Upton	Wakefield	Walpole
Waltham	Wareham	Watertown	Wayland	Wellesley	Wellfleet	
West Tisbury	Westborough	Westminster	Weston	Westport	Westwood	Weymouth
Whitman	Wilmington	Winchester	Woburn	Worcester	Wrentham	Yarmouth



# Background

## Our History

SEB is a continuation, through various iterations, of a consulting practice which began in 1970 in Cambridge, MA. Bob Engler remains as one of the partners in the first firm – Justin Gray Associates –and has been joined by his two sons, Geoff and Brian, who have now been working together over 10 years.

Brian Engler is the firm's Lottery Director and is primarily responsible for managing all of the lottery contracts including all elements of affirmative marketing, buyer/tenant selection and ongoing program compliance. Geoff Engler is primarily responsible for SEB's permitting and development portfolio including serving as project manager for all of SEB's own development projects.

Throughout our history, SEB has remained committed to focusing our business in the area of mixed-income residential housing, for ourselves, our partners, and our clients. SEB have managed over 1,000 contracts, yet the firm has retained its small size so we could be directly involved in working with our clients and continuing in many cases the long term relationships that we have developed over the past many years.

## SEB & The 40B Process

Chapter 40B of M.G.L. was passed in 1969 and remains today as the single most productive vehicle for developing affordable housing units, whether rental or homeownership, in Massachusetts. Each 40B project involves a complex administrative and permitting process, from initial conception through permitting, construction and occupancy. There are a myriad of rules, regulations, guidelines, policies, preferred practices, strategies, negotiations and monitoring reviews which must be unequivocally understood in order to be successful.

SEB's role over the past many years has been to guide clients through the entirety of this process, often from beginning to end, or in some cases, for specific and discreet tasks. We have assisted over 100 developers and 20 communities engage in this process; we also undertake our own 40B developments as well. Our knowledge and experience has brought us to half the communities in Massachusetts (180+) in one fashion or another, permitting responsibilities, leading workshops, providing technical assistance or carrying out developments for our own portfolio. We have served on State-initiated task forces which have created affordable housing programs under 40B or modified existing 40B regulations/guidelines over time.

The various roles SEB has been asked to play in the development process include:

- Property specific analysis and evaluation
- Site control negotiations
- Preliminary site planning and concept origination
- Financial/pro forma analysis
- Assembling the development team
- Securing construction/permanent loans
- Application (site approval, comprehensive permit, etc.) preparations/submittals
- Leading public presentations/ZBA hearings
- Negotiations on final permits and review of regulatory agreements
- Expert witness at the Housing Appeals Committee
- Lottery agent / Affordable housing administrator
- Acquisition and due diligence assistance of existing 40B developments

# Representative Sample of Projects



**Charles River  
Landing**  
Needham  
Permitting  
350 rental units



**The Terraces**  
Newton  
Developer  
48 for-sale units

**Chrysler Apartments**  
*(Currently Avalon Natick)*  
Natick  
Permitting  
543 rental units



**Ink Block**  
Boston  
Lottery Agent  
392 Rental & for-sale units

**Greendale Village**  
Needham  
Developer  
20 for-sale units



## SEB Contact Information

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### **Brian Engler**

Lottery Director / VP  
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### **Geoff Engler**

Vice President  
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**Steven G. Cecil AIA ASLA**

Principal

**Education**

Master of Architecture and Urban Design,  
University of Washington

Bachelor of Arts in Economics and Philosophy,  
Trinity College, Connecticut

**Professional Affiliations**

American Institute of Architects

Boston Society of Architects,  
former Treasurer and Commissioner  
of Urban Design

Boston Society of Landscape  
Architects

National Trust for Historic  
Preservation

**Professional Registrations**

Massachusetts  
Registration No. 8772

Massachusetts Landscape  
Registration No. 1213

Connecticut  
Registration No. 08177

Rhode Island  
Registration No. 2191

Rhode Island Landscape  
Registration No. 457

National Certification: National  
Council of Architectural Registration  
Boards

As the founding principal of The Cecil Group, Inc., Mr. Cecil brings over twenty-five years of professional experience to the firm, including urban design, planning, landscape architecture, and architecture projects throughout the United States and abroad. His practice brings creative solutions to planning and design challenges that are attentive to their cultural, environmental and community context. Mr. Cecil brings his commitment to and special skills in community participation as a dimension of many successful planning and design projects. Prior to forming The Cecil Group, he was a founding principal of Cecil & Rizvi, Inc. and served as Director of Urban Design and Landscape Architecture at both CBT Architects and SOM/Boston. Mr. Cecil's academic contributions have included teaching assignments in both the urban design and urban planning programs at Harvard's Graduate School of Design. Mr. Cecil served as the Principal-in-Charge or Project Director for the following selected projects relevant to this assignment:

**Relevant Experience**

- **Bourne Mill Redevelopment Master Plan, Tiverton, Rhode Island** – Assessed the feasible development of the sites and mill buildings that make up the Bourne Mill complex. Made recommendations as to which buildings could be retained, and articulated a clear vision for the comprehensive redevelopment of the site that spans buildings, landscape improvements, and infrastructure.
- **Hartford Housing, Hartford, Connecticut** – Aided in the design development for the revitalization of an existing dilapidated housing project. The project incorporated values such as compact neighborhoods, multiple housing typologies, sustainability and a common network of open spaces.
- **Welch Property Landscape Design and Site Improvements, Scituate, Massachusetts** – Land use, site design and landscape architecture services for the mixed-use redevelopment of property along the Scituate Harbor. In addition to creating an enjoyable residential and retail environment, this project will serve to establish a stronger pedestrian connection between the waterfront and the adjacent town center.
- **Hingham Shipyard Landscape Design, Hingham, Massachusetts** – Landscape design of the housing and retail development component of this 100-acre shipyard, including marina and marine-dependent uses. In addition to signage design, and overall landscape design, The Cecil Group designed Shipyard Park and the Hingham Shipyard Esplanade within the entire development parcel.
- **Bedford Senior Housing Site Development Plan, Bedford, Massachusetts** – Master plan for active senior housing in Bedford. The planning strategy called for a mixed-use development on a 2.5-acre parcel, which included a major renovation of an existing single-family home and three new housing structures. The Cecil Group participated in the permitting and approvals process and was responsible for the detailed site design drawings.



- 
- **Malden Mills Redevelopment Plan, Lawrence, Massachusetts** – Reuse and redevelopment options and illustrated varying levels of build-out within this one million square foot mill complex. The firm explored design alternatives for converting the existing support structures into affordable housing and creating new retail development. Schematic designs also included strategies for improving parking, circulation, and accessibility. Central to the design theme were pocket parks to create community spaces between the buildings.
  - **Milton Poor Farm Reuse Plan, Milton, Massachusetts** – Development of a reuse plan of 100 units of mixed income housing in two phases of 50-55 units for the Governor Stoughton Trust property of 27 acres that honors and respects its agrarian history and original deed restriction “for the benefit of the poor.” The site plan encompassed smart growth and low impact development strategies with buildings clustered around common greens that are intimate in scale, functionally appealing; frame attractive views and minimize overall impact to the land. Parking was strategically dispersed into the landscape to avoid expansive parking fields, preserve historic specimen trees and respond sensitively to topographical elevation changes.
  - **Roxbury Architectural Housing Study, Boston, Massachusetts** – Study which produced design options, reuse scenarios, design guidelines and a ‘developer request for proposals’ for a mixed-use project combining multi- and single-family residences with neighborhood retail options. The 2.6-acre site is in a highly visible urban location greatly in need of reinvestment and revitalization. By working closely with the neighbors in the immediate vicinity and the Plan Review Committee, enthusiasm grew and consensus was achieved.
  - **Truro Civic Center and Residential Development, Truro, Massachusetts** – Strategic development plan to balance the Town’s demand for housing, open space, recreational use, and civic buildings on a 20 acre parcel in an environmentally sensitive area. Planning strategy has focused on smart growth initiatives that create more dense organization of building uses associated with civic, commercial and residential development.
  - **Wellington Point Mixed Use Development Plan, Medford, Massachusetts** – Urban design master plan for the redevelopment of a large area of Medford as part of an urban renewal project. Steven Cecil assisted the designated developers in the creation of a comprehensive master plan for the site, including a mix of housing, retail, hotel and office uses. Plans for the 2 million square foot development project were used in the extended negotiation and public approvals process required by the City.
  - **Wentworth-by-the-Sea Plan, New Hampshire** – Comprehensive master plan for all elements of a new community in a sensitive, historic setting.
  - **West Concord Housing Redevelopment Feasibility Study, Boston, Massachusetts** – This project incorporated building assessment, feasibility study, cost estimation, and strategic planning for the Boston Housing Authority for two former hotel buildings and two row houses in the South End.
  - **Wesport Noquochoke Village Site Plan, Westport, Massachusetts** - A reuse site plan for a mixed income housing community on 31 acres of land located on the Noquochoke Village Property. The design would maximize the affordable housing units while keeping in sync with the high quality of neighborhoods in Westport and in accordance with their bylaws.
-

**Joshua Fiala AIA AICP LEED AP**

Architect and Urban Designer

**Education**

Master in City Planning  
Massachusetts Institute of  
Technology

Bachelor of Architecture, Ball State  
University

**Professional Affiliations**

American Institute of Architects  
American Planning Association  
Boston Society of Architects  
The Architectural League  
National Trust for Historic  
Preservation

**Professional Registration**

Massachusetts, Registered Architect  
No. 20452

NCARB Certificate Holder  
No. 63796

American Institute of Certified  
Planners, 2012, Reg. No. 025485

LEED Accredited Professional

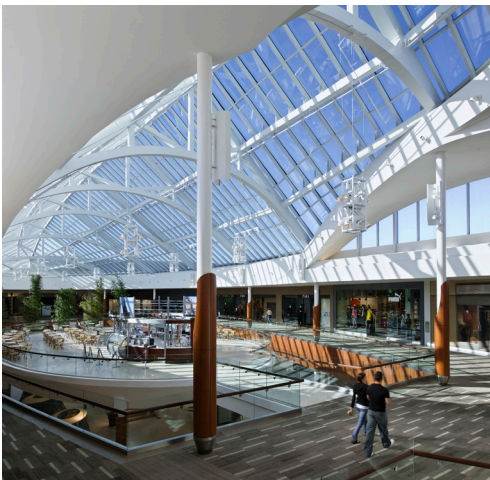
Mr. Fiala is an architect and urban designer who brings over ten years of design experience to The Cecil Group. He received his urban design and planning education at the Massachusetts Institute of Technology and architectural education at Ball State University. While at MIT, he was a Norman B. Leventhal Fellow, interned at the Boston Redevelopment Authority and completed urban studies in Italy, Taiwan, China and India. At The Cecil Group, Mr. Fiala manages the firm's campus planning, transit-oriented development, and land planning projects, and he leads the development of visualizations and associated urban design scenarios to support the goals and strategies of many of the firm's other projects. His work includes the award winning urban design and master plan for downtown Framingham and the award winning redevelopment strategy of an abandoned mill complex in Lee, Massachusetts. In addition to this work Mr. Fiala has focused on urban design and zoning regulations accompanying transit-oriented development for many towns and cities throughout New England. Mr. Fiala's relevant experience with The Cecil Group includes the following projects:

**Relevant Experience**

- **Moosehill Residences, Walpole, Massachusetts** – Facilitated the land planning and preliminary landscape design for a proposed 40B multi-family development. The final plan compliments the suburban scale through a variety of housing typologies and the existing typography to minimize visual impact from the street. An emphasis on large common park spaces were incorporated to highlight proposed amenities.
- **Weiss Farm, Stoneham, Massachusetts** – Coordinated the land planning and urban design alternatives for a proposed 40B multi-family development. Proposed the use of smaller scale buildings to better work with the existing conditions, established a network of open spaces and maximized views for the potential residents.
- **Andover 40R Design Guidelines, Andover, Massachusetts** – Mr. Fiala developed the massing studies and visualizations for this proposed transit-oriented development in Andover.
- **Hartford Housing, Hartford, Connecticut** – Aided in the design development for the revitalization of an existing dilapidated housing project. The project incorporated values such as compact neighborhoods, multiple housing typologies, sustainability and a common network of open spaces.
- **Milton Poor Farm Reuse Plan, Milton, Massachusetts** – Development of a reuse plan of 100 units of mixed income housing in two phases of 50-55 units for the Governor Stoughton Trust property of 27 acres that honors and respects its agrarian history and original deed restriction "for the benefit of the poor."
- **Westport Noquochoke Village Site Plan, Westport, Massachusetts** - A reuse site plan for a mixed income housing community on 31 acres of land located on the Noquochoke Village Property. The design would maximize the affordable housing units while keeping in sync with the high quality of neighborhoods in Westport and in accordance with their bylaws.

**BBB QUALIFICATIONS**







**Beyer Blinder Belle was founded in 1968, in the wake of the urban renewal movement in the United States, when the social fabric of cities, communities, and buildings was compromised by the prevailing attitudes about planning and architecture. We pioneered and defined a different approach to the design of the built environment that focused on architecture empowering people—their interaction with each other on streets and in neighborhoods, their pleasure in moving through the city, and their connection to their physical surroundings.**

This mission has guided the firm for more than four decades and has shaped a broad and award-winning practice—now 180 professionals in New York City and Washington, DC—providing comprehensive services, including programming, architecture, historic preservation and adaptive reuse, interiors, campus planning, urban design, and graphic design throughout a project’s evolution. Many of our projects involve the stewardship of historic buildings in sensitive urban sites—the work for which we have become best recognized. Our deep sense of identity and evolving perspectives on design have guided our practice in new construction as well as master planning and urban design.

Our areas of specialization include: Civic, Commercial, Cultural, Education, Historic Preservation, Hospitality, Interiors, Planning & Urban Design and Residential.

Left to right, top to bottom

Rockefeller Center, New York, NY

Bryant Arts Center, Denison University, Granville, OH

100 Eleventh Avenue, New York, NY

Historic DC Courthouse, Washington, DC

Grand Central Terminal, New York, NY

Lincoln Center, New York, NY

Muhammad Ali Center, Louisville, KY

Princeton University Campus Plan, Princeton, NJ

Kansas City Power & Light District, Kansas City, MO

Natick Collection, Natick, MA

Cathedral of the Blessed Sacrament, Sacramento, CA

BBB Office, New York, NY

## BBB's Relevant Experience

We are proud of the long-standing relationships we have developed with the many clients with which we have worked over the years. The projects identified below have particular relevance to mixed-use developments.

### Residential & Mixed-Use

3 & 5 East 95th Street, New York, NY  
 11 East 68th Street, New York, NY  
 19-35 & 55 West Houston Street, New York, NY  
 21 West 20th Street, New York, NY  
 33 East 74th Street, Whitney Townhouses, New York, NY  
 34 Leonard Street, New York, NY  
 45 Great Jones Street, New York, NY  
 70 Charlton Street, New York, NY  
 70 Washington Street, Brooklyn, NY  
 100 Eleventh Avenue, New York, NY  
 110 Livingston Street, Brooklyn, NY  
 139 Wooster Street, New York, NY  
 202 East 95th Street, New York, NY  
 215 Chrystie Street, New York, NY  
 500 & 524 East 14th Street, New York, NY  
 551 West 21st Street, New York, NY  
 680 Madison Avenue, New York, NY  
 838 Fifth Avenue, New York, NY  
 1010 Park Avenue, New York, NY  
 1055 High, Washington, DC  
 Belltel Lofts, Brooklyn, NY  
 Central Place, Rosslyn, VA  
 City Center Residential Towers, White Plains, NY  
 Court House, Brooklyn, NY  
 Domino Sugar Refinery, Brooklyn, NY  
 Duplex at 24 Gramercy Park South, New York, NY  
 Dupont DC Residential Tower, Washington, DC  
 Fulton Landing, Brooklyn, NY  
 Glen Isle Waterfront Redevelopment, New York, NY  
 Hahne & Co., Jersey City, NJ

Philly Live!, Philadelphia, PA  
 Prince George Hotel Conversion, New York, NY  
 Reno Freight House District, Reno, NV  
 Rutherford Place, New York, NY  
 Seward Park - Site 5, New York, NY  
 The BankNote, Bronx, NY  
 Watchcase Factory, Sag Harbor, NY

### Planning & Urban Design

A Vision for Growing an Inclusive City, Washington, DC  
 Anacostia Waterfront Initiative, Washington, DC  
 Canal Recreationway Plan, New York State  
 Coney Island Strategic Plan, Brooklyn, NY  
 Coney Island West of Keyspan Development, Brooklyn, NY  
 Columbus Riversouth Master Plan, Columbus, OH  
 Community Rebuilding and Resiliency Plans (SIRR), New York, NY  
 DC Comprehensive Plan Update, Urban Design Technical Report, Washington, DC  
 Fort Lauderdale Consolidated Downtown Master Plan, Fort Lauderdale, FL  
 Greenwich South Framework Plan, New York, NY  
 Lincoln Center for the Performing Arts Planning, New York, NY  
 NoMA Vision Plan & Development Strategy, Washington, DC  
 Seward Park Mixed-Use Development, New York, NY  
 Square 772 NoMA Mixed Use Development, Washington, DC  
 Stone Street Master Plan, New York, NY  
 University of Maryland Eastern Shore Master Plan, Princess Anne, MD  
 Uptown Cincinnati Strategic Opportunity Plan, Cincinnati, OH





## Richard Metsky

FAIA, LEED AP, Partner  
*Partner-in-Charge*

**As one of Beyer Blinder Belle's lead designers for commercial, mixed-use developments, and transportation, Richard Metsky has worked with many of the region's most prominent developers, ushering complex projects through public review, public agencies, and SHPO processes. He has directed numerous master planning, design, and adaptive reuse projects for historic and contemporary structures, and he has taken a leading role in the design of new transportation and industrial buildings, many of which have significant urban design and planning components.**

### Education

M.Arch., Cornell University, 1983  
B.Arch., Cornell University, 1981

### Registration

Registered Architect in New York, New Jersey, Pennsylvania, and Connecticut.

### Seward Park Site 5 | New York, NY

Partner-in-Charge for a new mixed-use, multi-income development for Manhattan's largest stretch of undeveloped land below 96th Street, a vast tract known as the Seward Park Urban Renewal Area. Encompassing a dynamic mix of 1.65-million-SF of affordable and market rate housing, retail, commercial, entertainment, community facilities and public open space, the project is intended to revitalize the historic Lower East Side and surrounding neighborhoods.

### 70 Charlton Street | New York, NY

Partner-in-Charge for a new ground-up residential building consisting of 91 market rate units and 30 affordable housing units located on a through-block site in the heart of the emerging Hudson Square neighborhood. The building consists of 22-story and 23-story towers fronting Charlton Street and Vandam Street, respectively, which are connected at the first floor by a common lobby and landscaped courtyard. BBB's design evokes a contemporary interpretation of the neighborhood's printing house architectural heritage by utilizing masonry, metal, and glass to create a robust building with oversized openings and crisp, contemporary architectural details.

### Glen Isle Waterfront Redevelopment, | New York, NY

Design Partner for a comprehensive 50-acre redevelopment master plan for an industrial waterfront site in downtown Glen Cove. Plans for the site, a series of parcels including two federal brownfield superfund sites, included creating a mixed-use waterfront community containing 2.3 million SF of residential units in a wide variety of housing types. The master plan also included 60,000 SF of cultural arts space, 50,000 SF of office space, a 250-room hotel and a number of public parks, promenades, and open spaces.

### Harsimus Cove Redevelopment Plan | Jersey City, NJ

Partner-in-Charge for the study of an 18-acre parcel in the heart Jersey City, the proposed mixed-use urban development strategy for the transit-oriented site breaks down an existing superblock into multiple city blocks that are within walking distance to multiple modes of mass transportation. The vision reconnects the site back to the surrounding urban fabric by reintroducing a pedestrian-friendly street grid with active ground floor uses to create connections to adjacent neighborhoods such as the Powerhouse District, Harborside Financial Center, Newport, and the waterfront.

### Hahne & Co. | Jersey City, NJ

Partner-in-charge for the long-vacant Hahne's department store in Newark. Constructed in 1901, Hahne's was the first purpose-built department store—and the largest—in the city. BBB was hired by L&M Development to spearhead a rehabilitation of the 440,000 SF building, converting the upper floors into apartments and providing ground-level retail space. The building is listed as a landmark in a local historic district and is on the National Register of Historic Places; the project will make use of state and federal tax credits for historic rehabilitation.

**PETER L. FREEMAN • ATTORNEY**  
**FREEMAN LAW GROUP LLC**

◆ **PRACTICE**

Peter L. Freeman's practice involves a wide range of areas including real estate acquisition and financing, municipal, zoning, land development, environmental and wetlands permitting, construction law, administrative law, commercial transactions, and litigation, with a special emphasis on affordable housing development, including Chapter 40B and Chapter 40R. His representation covers the entire spectrum of the development process, from initial planning and the permitting process through the transactional work acquiring the properties and closing the loans. He has assisted developers in the creation of thousands of units of affordable housing, and works frequently with housing subsidizing agencies such as Mass Housing, the Massachusetts Department of Housing & Community Development, and the Massachusetts Housing Partnership. He is also a frequent speaker at seminars and conferences on land use matters and affordable housing, a member of the Construction Industry Panel of Neutrals of the American Arbitration Association, and an Adjunct Professor of Law at Boston University School of Law where he teaches affordable housing law and land use courses.

◆ **EDUCATION**

J.D. Boston University School of Law – 1975  
B.A. Yale University - 1971

◆ **REPRESENTATIVE CLIENTS**

Champion Builders, Inc., Kingston, MA  
Community Housing Resource, Inc., Provincetown, MA  
Community Development Partners, Inc., Eastham, MA  
Dakota Partners, Inc., Waltham, MA  
E. A. Fish Company, Braintree, MA  
Jamiel Management Company, Inc., South Yarmouth, MA  
J. K. Scanlan Company, Falmouth, MA  
KCLS Construction Holdings LLC, Lakeville, MA  
Ravelson Development Company, Wellesley, MA  
The Claremont Companies, Bridgewater, MA  
The Community Builders, Inc., Boston, MA  
The Davenport Companies, South Yarmouth, MA

◆ **ADMISSIONS**

Mr. Freeman is admitted to practice law in the Commonwealth of Massachusetts and United States District Court Massachusetts District.

## **PETER L. FREEMAN • ATTORNEY**

### **◆ ASSOCIATIONS**

Mr. Freeman is a member of the American Bar Association, Massachusetts Bar Association, Barnstable County Bar Association, and Real Estate Bar Association and is a Sponsor of Massachusetts Continuing Legal Education

### **◆ TEACHING EXPERIENCE AND SEMINAR PRESENTATIONS**

- Boston University School of Law  
Adjunct Professor of Law – 1993 to present  
Lecturer in Law & Adjunct Associate Professor of Law -1978 to 1993  
Courses on Historic Preservation Law and Affordable Housing and Community Development
- Massachusetts Continuing Legal Education Developing Housing Under Chapter 40B– 2004 to 2008
- Citizens Housing and Planning Association and Massachusetts Housing Partnership Comprehensive Permit and Affordable Housing Conference – 2007
- Department of Housing and Community Development Comprehensive Permit Seminar at Yarmouth Town Hall – 2006
- Massachusetts Municipal Association 40B Seminar – 2006
- Lorman Educational Seminar on Affordable Housing 2004-2005
- Massachusetts Association of Land Surveyors and Civil Engineers 40B Seminar – 2003
- Rhode Island Historical Commission – Historic District Commission Due Process Conference - 1988

### **◆ CIVIC ACTIVITIES**

- Housing Assistance Corp.  
and Alliance for the Preservation of Cape Cod  
Member – Workforce Housing Task Force  
2007
- Old King's Highway Regional  
Historic District Commission and  
Barnstable Committee  
Member/Chairman 1986 to 1998



- Our First Home, Inc.  
Yarmouthport, Massachusetts  
Board of Directors – 2000 to present

**PETER L. FREEMAN • ATTORNEY**

- Community Leadership Institute  
Of Cape Cod and the Islands  
Board of Directors – 2004 to present
- AmeriCorps of Cape Cod  
Advisory Board – 2008 to present
- Housing Assistance Corp.  
Board of Directors – 2006 to present
- Cape Cod Rowing, Inc.  
Board of Directors/President – 1997 to 2001
- Town Of Barnstable Affordable Housing  
Technical Assistance Program  
Task Force Member – 1996 to 1998

## Short Resumes for LDS and Project Team Members

**LDS Consulting Group, LLC** is a fifteen year old full-service housing consulting firm with a proven track record in housing development and planning for public and private agencies. LDS services bridge the gap between planning and financing to resolve complex housing issues for both public and private sector clients. LDS has researched and written market supply and demand analyses for over five thousand housing units in New England. Our work has focused on specific sites as well as entire communities and regions. LDS analyzes market-rate and affordable options, rental and homeownership options, and multi-family and senior housing options. What sets LDS apart is its unique perspective on all types of housing and financing, which results from its substantial experience in working with municipalities, developers, investors and operators. In addition, we have worked on numerous 40B permitting matters for both municipalities and developers. We were an expert rebuttal witness on regional need and sustainable development principles for one developer in a trial with HAC and another at Superior Court. We are also an approved monitoring agent for MassHousing for Chapter 40B developments.

LDS is a certified Women Business Enterprise and is also certified by the State Office of Minority and Women Business Assistance and carries \$1,000,000 in professional liability insurance. LDS founder, Lynne Sweet oversees a research team of three professional research associates and planners.

LDS is equally comfortable being a team leader or a team member. LDS is familiar with all types of funding programs. These programs include a variety of HUD programs such as 202, 221, 232, 236, 811, low income housing tax credits (4% and 9%), historic tax credits, new market tax credits, bond financing and various sources of soft debt as well DHCD's Housing Development Incentive Program (HDIP) for rehabilitation of market-rate multifamily housing in Gateway Cities such as Lawrence. We have worked on low-income, market-rate, mixed-income and mixed-use housing developments and our services have led to a high success rate for funding, development and lease up.

In addition to Massachusetts, LDS is on the approved Market Study lists for Kentucky, Minnesota, New Hampshire, Tennessee, New York, Ohio and Virginia, and for MassHousing.

LDS is **committed to a model of sustainability** as practiced by its forward-thinking clients. We adhere to a green code, regularly purchasing recycled paper products and deliver our reports electronically whenever possible and drive a hybrid vehicle.

**Lynne D. Sweet, Managing Member**, who holds an MBA from Babson College, is a seasoned professional with more than 25 years of experience working in the housing planning and development field. As a housing market consultant, Lynne has been involved in many different types of engagements throughout New England. Her work involves development planning, permitting and financing for a specific site, as well as markets studies that range from housing production to fair housing to downtown studies and site specific studies and surveys. Lynne is a member in good standing of the National Council of Housing Market Analysts and sits on its Standards Committee. She is an active member of the Newton Housing Partnership, Urban Land Institute, Massachusetts Chapter of the APA, Massachusetts Consulting Planners Association, Massachusetts Assisted Living Facilities Association, New England Women in Real Estate, and Citizens Housing and Planning Association.

**Noah Hodgetts**, Real Estate Planner and Research Associate, received his Master's degree in Urban and Regional Policy from Northeastern University in May 2014. At Northeastern he led a team capstone project focused on assisting the Town of Dedham with the creation of an Arts Overlay Zoning District. Noah also authored a study for the 2013 Greater Boston Housing Report Card which identified 40R Smart Growth zoning, inclusionary zoning, and zoning which allows multifamily housing in cluster developments as the key zoning tools for boosting multifamily housing production in Greater Boston.

**Tom Anderson**, Real Estate Planner/Research Associate received his Master's degree in Public Policy from the University of Minnesota in May 2015 with a concentration in Economic and Community Development. His coursework included projects analyzing and mapping Greater Boston demographic trends using GIS software, a report evaluating the possibilities for inclusionary zoning in select Minneapolis neighborhoods, and a historical analysis of the development of racially-concentrated areas of affluence in South Minneapolis. Tom also served as a teaching assistant for graduate courses in advanced statistical analysis (intermediate regression and multivariate analysis). Before relocating from Minnesota to Boston, Tom worked for the Housing Development and Finance Department of Hennepin County, which encompasses 1.2 million people in Minneapolis and its Western suburbs. His work for Hennepin County included research and drafting of much of the 5-Year Consolidated Plan required by HUD to determine community needs and targets for HOME and Community Development Block Grant funds. Tom's professional interests include affordable multifamily housing, transit-oriented development, and balancing equity and sustainability with growth.

**Susan Haber**, Senior Planner has been a practicing planner for over 35 years. She was hired by the Town of Weston as the first planner where she worked for nearly 20 years. She performed all professional and technical work of the planning office including regulatory review of residential and commercial projects, including review of Chapter 40B Projects. She has worked on re codification of the Weston Zoning By-law and conducted zoning analysis which resulted in creation of amendments to the zoning by-law including a Wireless Telecommunications Overlay District; Establishment of an Active Adult Residential District



with an inclusionary provision; Flexible Zoning for Subdivision; Large-House Review provision to the By-law; Scenic Road By-law. Susan was a member of the Weston Housing Partnership and participated in the creation of the Weston Affordable Housing Plan (2008). She was a Director of Weston Community Housing, Inc. and is a current Director of Weston Affordable Housing Foundation, Inc. (WAHFI).

**Steven Herzberg** is a contract staff member to LDS and has over 25 years of experience in affordable housing and community development at both the state and local levels. He recently has worked on affordable housing market studies for senior housing in the town of Goshen and for a 24 unit scattered site affordable rental housing project in Haydenville, Williamsburg and Chesterfield. He served for 3 ½ years as the first Town Administrator for the town of Williamsburg, facilitating the work of the Select Board, Finance and Capital Planning Committees and a number of other citizen boards and committees. Steven has extensive experience in community planning and has worked with and for the Massachusetts Department of Housing and Community Development and is well versed in the requirements and implementation of its grant and loan programs.

**Elizabeth Fekete** is a contract staff member to LDS and performs appraisals with LDS. Elizabeth has over 25 years of experience in real estate valuations, consulting, and sales. She has maintained a Certified General Appraisal license since the inception of licensing in 1992, and a real estate salesperson license since 1982. She was the owner of a successful commercial and residential appraisal firm for many years and managed the Quality Department for a leading national real estate valuation company. Elizabeth has performed speaking engagements on complex properties, taught real estate classes, and was a Massachusetts Board of Real Estate mentor to new members as well as serving on the Membership Committee. She is a member of the board of appraisers for the Town of Framingham, MA.

# LDS Services

LDS Consulting Group, LLC is a fourteen-year-old company that offers a full range of housing and community development services, providing clients with customized solutions and comprehensive strategies. Our services bridge the gap between planning and financing, and we are particularly adept at affordable and senior housing development.

## Research and Planning – Private Sector

- Market Studies
- Permitting and Land Use Analysis (Specialty in Chapter 40B)
- Development Feasibility Analysis

Through market research and analysis, LDS works with clients to create highest and best use plans for developing properties, re-developing existing buildings and obtaining financing. Our clients are provided with recommendations for housing types, unit counts, building amenities, income projections, financing alternatives – and a timeline for achieving their plans. What sets LDS apart is our unique perspective on all types of housing, which results from our substantial experience in working with developers, investors and operators.



## Research and Planning – Public Sector

- Housing Needs Assessments
- Housing Production and Action Plans
- Resident and Community Surveys
- Site-specific Feasibility Studies
- RFQ/RFP Preparation and Facilitation

LDS helps municipalities across New England determine their housing and community development needs, while educating and working with local boards, committees, and employees. We strive to achieve maximum community participation through extensive public outreach. With 25 years of experience in housing finance, Principal Lynne Sweet also helps cities and towns identify funding options. The combination of research and finance skills allows LDS to provide recommendations that can be, and are, implemented and achieved.



## Financing

- Business Plans
- Development, Operating and Income Pro-formas
- Grant Writing

LDS provides financial services at all stages of development, from conception to asset management. Our business plans ensure that real estate development projects are financially viable. We work with a variety of funding programs: state and federal programs, taxable and tax-exempt bonds, and low-income, historic, and new market tax credits.



## Brokerage

- Brokerage Services

LDS offers specialized brokerage services, largely within the affordable housing and senior housing industries. Our understanding of supply and demand in these areas, along with our extensive industry network, allows us to successfully match sellers to buyers.



## Selected Client List

### State Agencies

Commonwealth of Massachusetts  
MassDevelopment  
MassHousing  
Massachusetts Housing Investment  
Corporation  
Massachusetts Housing Partnership Fund  
State of Rhode Island and Providence  
Plantations  
Vermont Housing Finance Agency

### Municipalities

Ashland, Boxford, Danvers, Duxbury,  
Framingham, Georgetown, Hanson,  
Hingham, Marlborough, Melrose, Milton,  
Natick, Newbury, Newburyport, Norwell,  
Somerville, Southbridge, Kingston, South  
Hadley, Wayland, Wellesley, Yarmouth.

### Housing Authorities

Acton Housing Authority  
Cambridge Housing Authority  
Harvard Housing Authority  
New Bedford Housing Authority  
Sudbury Housing Authority  
Westford Housing Authority

### Affordable Housing Developers

Bateman Partners  
Carrabetta Companies  
Combined Jewish Philanthropies  
Cruz Development  
Dakota Partners  
GreatBridge Properties  
Preservation of Affordable Housing  
Norwich Corporation  
Trinity Development Associates

### Not for Profits

Archdiocese of Boston  
Caritas Communities  
Cape Ann Clergy Association

Common Ground Development  
Corporation  
ETC Development Corporation  
Harborlight Community Partners  
Housing Assistance Corp. of Cape Cod  
Massachusetts Association of Portuguese  
Speakers  
New England Center for Homeless Veterans  
Pine Street Inn  
Preservation of Affordable Housing  
Somerville Community Action  
The Learning Center at Bromley-Heath  
Women's Institute for Housing and  
Economic Development  
YMCA and YWCA of Cambridge

### Community Development Corporations

Arlington Housing Assistance Corporation  
Arlington Community Trabajando, Inc.  
Chinese Economic Development  
Corporation  
Cruz Development  
Bank of America CDC  
Jamaica Plain Neighborhood Development  
Corporation  
Lena Park CDC  
Neighborhood of Affordable Housing  
North Shore CDC  
Nuestra Comunidad CDC  
Madison Park Development Corporation  
Mission Hill Neighborhood Housing  
Services  
Springfield Neighborhood Housing  
Services  
The Neighborhood Corporation  
Worcester Common Ground, CDC  
Veterans Transitional House

### Chapter 40B Monitoring

Craftsman Village, Wayland  
Dover Farms, Dover  
Lancaster



Kimloch Farms, Littleton  
Berlin Woods, Berlin  
Northpoint Village, Salisbury

**Contractors, Developers and Managers**

AIMCO  
Bateman Partners  
Carlisle Tax Credit Advisors  
Chestnut Hill Realty  
Holland Construction and Development  
JPI Development Company  
O'Neill Properties, Inc.  
Pappas Enterprises, Inc.  
Peabody Properties  
Trafalgar Capital  
Winn Development

**Senior Housing**

Chelsea Jewish Nursing Home Foundation  
Franchi Group  
Grantham Group/Christopher House AL  
Jewish Community Housing for the Elderly  
Newton Senior Living (Now Atria)  
Rogerson Communities  
South Cove Manor Nursing and  
Rehabilitation Center  
Watermark Retirement Communities  
The Shelter Group/Brightview Senior Living

**Investors/lenders**

BayNorth Capital (formerly Charlesbank  
Capital Partners)  
Greenfield Partners  
Greystone Financial  
QVT Mount Auburn Capital LP

## LDS Staff Resumes

**Lynne D. Sweet** has over 25 years of experience in the real estate industry and is the founder and principal of LDS Consulting Group, LLC. Ms. Sweet has played a vital role as consultant to both private and public sector clients by providing a range of services, including planning, market research, feasibility analysis, financial structuring, grant writing, land use and permitting, team building and project management. The majority of Ms. Sweet's work currently serves the senior living, veterans and affordable housing industries. She also consults on mixed use and mixed income developments.

Before founding LDS Consulting Group, Ms. Sweet held senior positions with BRFG Consulting Group, Inc. of Boston, Hartford and Providence, as well as Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. of Boston. She established the Senior Housing Strategies Group at BRFG Consulting and managed the group for three years while providing project management services, including market research and financial structuring. At the law firm of Mintz Levin, Ms. Sweet represented real estate developers, owners and lenders as she worked on all phases of real estate acquisitions, financings and workouts for office, medical, multi-family housing and retail properties during her twelve year tenure. She worked with conventional commercial lenders and public and quasi-public lending agencies on a variety of programs, including those that used historic and low income tax credits, taxable and tax-free bonds and operating subsidies.

Among her many accomplishments, Lynne worked in 2011 on the advisory committee to the "Committee Against Repealing the Housing Law" and in 2003 was an active observer on the Commonwealth's Chapter 40B Task Force.

She authored an article published in the National Tax Credit Advisor titled "Study Points to Significant Need Among Veterans for Affordable Housing, Services." It was based on an extensive study LDS performed on the need for housing and services for veterans in the Commonwealth. She also authored "Expanding Access to Assisted Living in Massachusetts: Five Development Models of Affordability."

Ms. Sweet is often quoted on her expertise in affordable and senior housing in such publications as the Tax Credit Advisor, Metro West Daily New, Boston Business Journal, Boston Globe, and the Brookline Tab.

Ms. Sweet holds a Master of Business Administration from Babson College's F.W. Olin Graduate School of Business in Wellesley, MA. She is a licensed real estate broker in the Commonwealth of Massachusetts. To further her education, Lynne attends numerous educational opportunities each year in the real estate industry as well as reads reports and updates on industry information daily.

## **Affiliations**

In the course of her professional life, Lynne has participated in numerous professional and charitable originations. Below is a partial list of those affiliates:

- Certified member of the National Council of Housing Market Analysts: Member of standards committee
- Current Member of the Massachusetts Associate of Community Development Corporations
- Long-standing member of the Newton Housing Partnership
- Former steering committee of New England Women in Real Estate (NEWIRE)
- Past director of the Massachusetts Assisted Living Facilities Association (MASS-ALFA)
- Past Director of the Rhode Island Assisted Living Facilities Association (RIALA)
- Mass-ALFA Board of Advisors, Affordability Task Force and Quality Committee
- Member of the Citizens Housing and Planning Association (CHAPA)
- Member of the Newton Needham Chamber of Commerce (EDC)
- Member of the Urban Land Institute (ULI) – (Participated in a Technical Assistance Panel for the Urban Land Institute Boston for the Milton Village/Central Avenue Revitalization Committee in 2008)
- Member of the Boston Chapter of the American Planning Association
- Member of the Boston Club
- Former board member of The Second Step, a not for profit organization for women and children who are survivors of domestic violence, Club.

## **LDS/Ms. Sweet's Professional Designations and Licenses**

- Certified member of the National Association of Housing Market Analyst
- SOMWBA (State of Massachusetts Minority and Women Business Association) Certified
- WBE (Women's Business Enterprise) Certified by the Commonwealth of Massachusetts
- Approved by DHCD and Massachusetts Housing Partnership's (MHP) Planning Grant Program for Local Housing Authorities to provide market research consulting services
- Technical assistant for MHP's program to help municipalities with Chapter 40B applications
- Qualified and active technical assistance consultant for DHCD's Downtown Initiative Program.
- Approved by DHCD on the list of consultants pre-qualified to work on the Massachusetts Gateway Cities Grants. LDS is one of only six firms statewide to be pre-qualified in all six areas of policy pursuant to that program.
- EO 418 Certified by the Commonwealth of Massachusetts to provide services in accordance with the state's Master Plan regulations
- Licensed real estate brokerage firm in Massachusetts



# NOAH DAVID HODGETTS

## EDUCATION

- Northeastern University, Boston, MA** (Fall '12 – Spring '14)  
M.S. Urban & Regional Policy
- College of the Atlantic, Bar Harbor, ME** (Fall '07 – Spring '10)  
B.A. Human Ecology
- University of Massachusetts, Amherst, MA** (Fall '06 – Spring '07)

## EMPLOYMENT

- LDS Consulting Group, Newton, MA – Planner/Research Associate** (May '14 - )
- Somerville Community Corporation (SCC), Somerville, MA – GIS & Data Analysis Intern** (Fall '13 – Spring '14)
- Conducted GIS analysis to identify vacant parcels for SCC affordable housing development throughout Somerville using assessor's data.
  - Analyzed baseline data using GIS and online tools for the "Link Somerville Equity Standards", a set of community-generated metrics centered on good development in Somerville with relation to local jobs, open space, mobility, affordable housing, and land use.
  - Created set of maps depicting local job share, open space, transportation, and affordable housing throughout Somerville for the "Link Somerville Equity Standards".
  - Conducted GIS geographic weighted regression analysis to determine how affordable housing effects local jobs in different census tracts.
- Northeastern School of Public Policy & Urban Affairs, Boston, MA – Research Assistant** (May – July 2013)
- Conducted GIS spatial cluster/statistical analysis of advanced service sector industries in metropolitan areas across the United States to determine whether clustering of specific advanced service industries is related to sprawl.
  - Researched the origin and current status of megaregion planning in the United States.
  - Researched the differences among the climate action and sustainability plans of the 15 most populous cities in the Northeast mega-region.
- Dukakis Center for Urban and Regional Policy, Boston, MA – Research Assistant** (Fall '12 – Spring '14)
- Assisted Executive Director, Barry Bluestone, with the preparation of the 2012 Greater Boston Housing Report Card -- researched and wrote section on homeownership preferences based on changing rates of homeownership by age, created updated home price index and national economic graphs, wrote summary of MAPC 2035 population/housing projection methodology.
  - Researched the state of zoning in 159 Greater Boston communities and conducted statistical analysis using Excel of the effectiveness of zoning in these communities in producing and/or hindering multifamily housing development.
  - Authored section of the 2013 Greater Boston Housing Report Card titled "*The Impact of Zoning Regulations on Multifamily Housing Development in Massachusetts*", pages 53-60.
  - Authored memo with recommendations for MA Zoning Reform Bill (H.1859) based on the findings of "*The Impact of Zoning Regulations on Multifamily Housing Development in Massachusetts*".

**MA Executive Office of Housing & Economic Development, Boston, MA – GIS & Policy Intern (Summer '12)**

- Created GIS database of state approved Economic Target Areas for internal and external use, via the agency's Planning Ahead For Growth (PAG) mapping tool.
- Conducted GIS analysis of potential state endorsed priority development areas in the Merrimack Valley region and compiled agency recommendations for the Director of Policy Development & Implementation, which are included in the Merrimack Valley Regional Plan.
- Prepared memo summarizing the strength and employment base of regional industries using location quotients for former Executive Director of the Massachusetts Office of Business Development.
- Developed a guidance document to track annual state priority area investments in the South Coast Rail Corridor using the PAG online mapping tool.

**Beaufort Balanced Solutions, Boston, MA - Net-Metering Renewable Energy Consultant (Winter 2012)**

- Assisted firm with legal research/analysis and data collection/analysis of the current regulatory environment in the six New England states for net metering of renewable energy for one of the nation's largest wind energy developers.
- Recommendations from this assignment determined that it was in the wind energy developer's financial interest to pursue net metering of electricity over conventional power-purchase-agreements in half of the New England states.

**Beaufort Balanced Solutions, Carver, MA - Town of Carver Renewable Energy Consultant (Fall 2011)**

- Assisted with review of a three MW, seven-acre photovoltaic (solar) array proposal before the Town's Planning Board.
- Met with abutters of project, listened to their concerns, and effectively responded to them with thorough research.
- Co-authored consultant report to the planning board that subsequently approved the project.

**Beaufort Balanced Solutions, Wareham, MA - Bog Wind Permitting Co-Principal Manage (Fall '10 – Spring '12)**

- Assisted the project team with legal research, project management, and application preparation for the two-turbine wind project's local permitting process.
- Co-authored legal brief to the MA Attorney General's Office and assisted with preparation of local permit denial appeal to the MA Land Court. Reviewed and approved all official plan submissions.
- Completed research about state and local wind energy facility zoning regulations and best practices for wind turbine siting which address acoustics, shadow flicker, property values, and setback distances.
- Organized community and stakeholder outreach.

**ReStore Northeast Harbor, Northeast Harbor, ME – Zoning Consultant (Winter 2011)**

- Working with town officials and local residents, I successfully drafted ordinance language as well as GIS maps to reduce the side setbacks for properties on Main Street in Northeast Harbor, which the Town's Planning Board and Selectmen approved and Town Meeting adopted unanimously.

**MDI 2030, Bar Harbor, ME – Project Coordinator (Fall 2010)**

- Launched a sustainability planning project based on my senior project thesis, which evaluated different options for integrating sustainability policy-making and planning on Mount Desert Island, ME (where College of the Atlantic is located) with the goal of creating a more economically, socially, and environmentally sustainable Island.
- Researched sustainability planning frameworks and funding sources.
- Formed relationships with island stakeholders.

**Beaufort Balanced Solutions, Wareham, MA – Bog Wind Project Intern (Summer 2010)**

- Assisted the project team with wind energy related research, community outreach, abutter notification, and wind turbine site planning in preparation for the six-turbine project's local permitting process.

**MA Executive Office of Energy & Environmental Affairs, Boston, MA – GIS Intern  
(Summer '09)**

- Digitized properties previously designated as M.G.L. Ch. 43D "Priority Development Sites" to identify areas of environmental concern.
- Ran new sites through a GIS analysis for interagency evaluation.

## **ACCOMPLISHMENTS**

**Jewish Alliance for Law & Social Action** – Board member of Boston-based social justice organization. (2014 - )

**Dean's Scholarship** – Awarded scholarship for being in the top one third of my Northeastern Masters in Urban & Regional Policy class. (Fall '12)

**Rashi School Tikkun Alum Award** – Received first annual alumni award from Jewish day school for dedication to social justice. (Spring '12)

**Initiative For Diversity in Civic Leadership** – Completed program on public policy analysis, leadership, campaign development, and public administration including the Massachusetts state budgeting process. (2012)

**Commonwealth Seminar** – Completed legislative training at the Massachusetts State House. (August 2011)

**Center For Applied Human Ecology Award** – Received award for the integration of my studies with my community planning work on Mount Desert Island (MDI), ME. The award is presented annually to a College of the Atlantic (COA) senior for excellence in service learning. (June 2010)

**The Hatchery** – Accepted as a founding member into COA's sustainable enterprise incubator to work with the MDI community to create increased capacity for economic, environmental, and social sustainability upon graduation from College of the Atlantic. Developed implementation plan for this project, *MDI 2030*, while in the incubator based on my concurrent senior project research and thesis. (Spring '10)

**Ashoka** – COA student project manager of AshokaU social entrepreneurship efforts. Led campus efforts to integrate sustainability into all aspects of the campus and the curriculum. (Fall '09 – Spring '10)

**UNFCCC COP 15** – Participated in the UN Climate Change Conference in Copenhagen, DK with COA students and faculty members. Followed transport policy developments at the conference. Involved in delegation and personal fundraising efforts, raising over \$1,000. (December 2009)

**August Heckscher Scholarship** – Awarded scholarship for the planning work I have done with local communities. The scholarship honoring the late artist, author and public servant goes to two COA juniors whose work focuses on public lands, government, or the arts. (June 2009)

## **SKILLS**

- Policy Areas of Expertise: Land Use, Smart Growth, Multifamily/Inclusionary Zoning, Multifamily/Affordable Housing, and Transportation
- ArcGIS Mapping, Spatial Statistical Analysis (including cluster/hot spot analysis), Model Builder, Geocoding, Editing, & Georeferencing/Digitizing
- Statistical Data & Policy Analysis
- Legal & Factual Research
- Program Evaluation
- Familiar with MA Zoning Act (MGL Ch. 40A), Smart Growth Zoning & Housing Production Act (MGL Ch. 40R), and Local Permitting
- Proficient in Zoning/Conservation Easement Analysis
- MS Word, PowerPoint, and Excel
- Familiar with Stata and Python



# Susananne Sporn Haber

## **Experience:**

**Senior Planner/Regulatory Specialist** - LDS Consulting Group, LLC , March 2013-Present

**Municipal Consultant, 2010 – Present**

**Town Planner**, Weston, MA (1991-2010 )

- Performed professional, technical, and supervisory work
- Managed project coordination for multiple projects
- Wrote numerous zoning by-laws and other regulatory by-laws and rules and regulations
- Ensured compliance with land use regulations
- Reviewed Special Permit and Site Plan Approval Applications for single family and multi-family residential projects
- Analyzed and developed recommendations for Chapter 40B Projects
- Reviewed Subdivision Applications
- Prepared decisions for Special Permit, Site Plan Approval and Subdivision Applications
- Extensive experience working with developers, engineers, attorneys and local boards and officials

**Consultant, Land Use Permitting** (1989-1991)

**Member, Weston Planning Board**, Weston, MA (1979-1989)

**Regional Planner**, Montachusett Regional Planning Commission (1976-1979)

Provided Technical Assistance to 11 cities and towns on zoning, housing, water quality and sewage disposal issues

**Education:** Harvard University Graduate School of Design, Masters City Planning (M.C.P.) 1976

## **Affiliations:**

Director, Weston Affordable Housing Foundation, Inc. (WAHFI)

## Tom Anderson

### Education

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#### Master of Arts in Public Policy

2015

#### *Humphrey School of Public Affairs, University of Minnesota*

- Sample coursework: housing policy; private sector development; neighborhood revitalization; organizational management; financial, economic, policy, and statistical analysis courses (including use of STATA); Introduction to GIS
- Teaching assistant for two econometrics courses: intermediate regression analysis and multivariate techniques. Taught labs using STATA software.
- Cumulative GPA: 4.0

#### Bachelor of Arts in History

2009

#### *Lewis and Clark College (Portland, OR)*

Minor: Political Science

Senior Thesis: Vietnamese Nationalism in the Age of the Great War

Vietnam Study Abroad Program

Jan-May 2008

- Developed Vietnamese language skills; undertook coursework examining the cultural, political, and economic landscape of Vietnam; traveled throughout the country

### Professional Experience

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#### LDS Consulting Group, LLC

August 2015- Present

Real Estate Planner/Research Associate

#### Hennepin County, MN, Housing Development and Finance Dept.

January- June 2015

Planning Analyst

- Led the research and drafting of the Housing Needs and Market Analysis sections of Hennepin County's Five-year Consolidated Plan and Annual Action Plan for submission to the U.S. Dept. of Housing and Urban Development (HUD)
- Researched and interpreted HUD regulations
- Utilized GIS mapping to analyze housing issues and trends for the Consolidated Plan and Housing and Redevelopment Authority Strategic Plan
- Coordinated with local housing PHA/HRAs, philanthropic organizations, and other Hennepin County departments on preparation of the Consolidated Plan
- Analyzed demographic data and drafted grant applications for HUD lead abatement programs
- Researched and wrote policy memos to inform county leaders on issues such as Section 8 Housing Choice Vouchers and the impact of aging cohorts on local housing markets
- Presented to and participated in an interdisciplinary county working group dedicated to identifying and meeting the housing, healthcare, transportation, and other needs of the county's growing senior population over the next 20 years

#### Institute for Local Self-Reliance

2014

Community Broadband Intern

- Researched and wrote a variety of pieces (short blog posts to full research reports) on municipal broadband networks, information infrastructure and regulation, and other technology issues for muninetworks.org

**Office of the Revisor of Statutes, State of MN**

2013

Drafting and Editing Assistant

- Worked with state attorneys and learned proprietary software skills to draft, proofread, and process bills, resolutions, and other legislative documents.

**Minnesota State Legislature**

2012

Webcast Closed Captioner

- Captioned webcasts of Minnesota House of Representatives and Senate committee meetings, floor sessions, and other official events.
- Carefully observed expert testimony and policy discussions in a variety of fields

**Community Learning International**

2011

Luang Prabang, Laos

Program Director

- Developed and implemented athletic programs for rural youth
- Assisted in the implementation of rural development programs such as school-building and book distribution, worked with local staff
- Assisted in fundraising, conducted site appraisals for new projects
- Program development and grant application review

**Ecos Consulting**

Oct-Dec 2010

Portland, OR

Project Associate

- Processed applications for energy efficiency incentive programs
- Provided customer service by phone for electrical utility customers

**Oregon Brewing Company (Rogue Ales)**

Oct 2009 - June 2010

Portland, OR

Corporate Office Assistant

- Responsible for a wide variety of general office tasks
- Coordinated marketing and sales support programs
- Coordinated customer service



## **STEVEN M. HERZBERG**

### **PROFESSIONAL EXPERIENCE**

#### **CONSULTANT**

2011-present

**HOUSING AND COMMUNITY DEVELOPMENT:** Planning, data collection and analysis, market studies, and grant writing and management work for a number of Massachusetts communities, focusing on affordable and senior housing, community and economic development and Community Development Block Grant applications and grant management. Consulting Projects include:

**GOSHEN SENIOR HOUSING PRE-DEVELOPMENT:** responsible for site acquisition, permitting and funding applications necessary to construct 10 units of senior housing in Goshen (on-going)

**GOSHEN SENIOR HOUSING MARKET STUDY:** developed, administered and analyzed survey of Goshen households concerning the need and demand for senior housing and design and location preferences; (2011-2012)

**CITY OF MARLBOROUGH CDBG GRANT MANAGEMENT:** subcontracted to assist the City of Marlborough administer its CDBG and Neighborhood Stabilization Fund housing rehabilitation and development projects, (2013)

**CDBG APPLICATIONS:** wrote portions of successful CDBG applications for Athol, Ayer, Chesterfield, Fairhaven, Marlborough, Milford, and Shelburne. (2010-2012)

**COMMUNITY DEVELOPMENT STRATEGIES:** public outreach and writing of CDS for seven Hiltown communities as part of a joint CDBG application. (2010)

**HAYDENVILLE VILLAGE CENTER APARTMENTS MARKET STUDY:** analyzed data to substantiate the need for, and affordability of, a 24 unit scattered site affordable rental housing project in Haydenville, Williamsburg and Chesterfield.

#### **KEENE STATE COLLEGE**

2011-present

**ADJUNCT PROFESSOR:** Introduction to Astronomy: Integrative studies course that introduces non-majors to astronomy, quantitative reasoning skills and basic data analysis.

#### **TOWN OF WILLIAMSBURG, MA**

2008-2011

**TOWN ADMINISTRATOR:** Under the direction of the Board of Selectmen, managed the day-to-day operations of a town of 2,500 with an annual budget of \$5.5 million. Responsible for developing

budgets, working with town boards and committees, implementing special projects, seeking grant funding. Serve as Chief Procurement Officer.

**DEPARTMENT OF PLANNING AND DEVELOPMENT, Greenfield, MA**

2006-2007

**GRANTS ADMINISTRATOR:** Wrote and implemented state and federally funded community and economic development grant activities for the town, expected to exceed \$1.5 million annually. Responsible for program design, development, implementation and compliance.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, Boston, MA.**

1992-2006

**POLICY AND PLANNING COORDINATOR:**

Evaluated impact and effectiveness of Division of Community Services' programs, worked to develop new programs and initiatives.

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM REPRESENTATIVE:**

Provided technical assistance, including mid-range planning, project planning and grant management, to targeted communities, particularly concerning Community Development Block Grant programs.

**COMMUNITY ACTION STATEMENT COORDINATOR:**

Re-designed and produced CAS and associated computer databases. Developed and delivered workshops and other technical assistance.

**MUNICIPAL INCENTIVE GRANT MANAGER:**

Managed MIGs grant program. Provided technical assistance to communities applying for or receiving such grants and evaluated applications for funding.

**URBAN MANAGEMENT ANALYST:**

Developed and delivered technical assistance and training to local officials to improve local operations and service delivery, primarily in cities.

**OTHER DUTIES:**

- Member of inter-agency Priority Development Fund
- Member of the Executive Order 418 Inter-agency coordinating committee
- Directed and prepared report of Department's Strategic Plan sub-committee on Healthy Communities

**CERTIFICATIONS**

Massachusetts Certified Public Procurement Officer (2011)

**PUBLICATIONS AND TRAININGS GIVEN**

*"Preparing a Community Action Statement"* Department of Housing and Community Development planning tool.

*"Local Government 101"* Department of Housing and Community Development staff

*"Franklin Field Management Plan and Resident Handbook"*, for the Boston Housing Authority.

*"Breaking Housing Choice Barriers"*: A Handbook on Housing and Housing Discrimination. Massachusetts Human Services Coalition;

**TECHNOLOGY SKILLS**

*Microsoft Office: Word, Excel, PowerPoint, Publisher and Access*

*Photoshop*  
*ArcView Geographic Information System (GIS)*

**EDUCATION**

Brandeis University. Ph.D. in Comparative History

University of North Carolina at Chapel Hill. Master of City and Regional Planning

State University of New York at Purchase. Bachelor of Science in Environmental Sciences



Select Recent Housing Client Project List – Site Specific					
Client Name	Project	Location, State	# Units	Year	Type
Springfield Neighborhood Housing Services, Inc.	Six Corners and Old Hill	Springfield, MA	6	2014	Affordable Home Ownership
North Shore CDC	Salem Point	Salem, MA	77	2014	Affordable Family
Cruz Development Corporation	Verdean Gardens	New Bedford, MA	110	2014	Affordable Family
Preservation of Affordable Housing	Elkahan Howlands Road	Dennis, MA	18	2014	Mixed income Homeownership
Caritas Communities	Cortes Street	Bay Village (Boston), MA	40	2014	Subsidized SRO
Caritas Communities, South Boston Development Corporation	Patriot Homes	South Boston, MA	24	2014	Veterans
Housing Corporation of Arlington	Downing Square	Arlington, MA	27	2014	Affordable Family
Trafalgar Capital Associates	Wakefield Place	Gardner, MA	175	2014	Mixed Income
Trafalgar Capital Associates	Whitney Cottage	Leominster, MA	181	2014	Mixed Income
Jamaica Plain NDC	Inventory Analysis	Jamaica Plain (Boston), MA	N/A	2013	Affordable Family
Lowell Community Health Center	101 Jackson St.	Lowell, MA	52	2013	Mixed Income HDIP
Jewish Community Housing for the Elderly	727 Salisbury St.	Worcester, MA	N/A	2013	Mixed Income Elderly
Cruz Development Corporation	163 George Street	Pawtucket, RI	80	2013	Elderly, Affordable Family
State of Rhode Island and Providence Plantations, Department of Human Services, Division of Veterans Affairs	State of Rhode Island Veterans Home	Bristol, RI	230	2013	Veterans, Disabled
Holland Development	H&W Apartments	Milton, MA	72	2013	Mixed Income
MassDevelopment	Shirley Growth Village	Devens, MA	40	2013	Elderly
Nuestra Comunidad	Kasanof Homes	Roxbury, MA	23	2013	Affordable Homeownership
Bateman Partners	Eliot Commons	Eliot, ME	38	2013	Affordable Elderly
Grantham Group	Christopher Heights	Northampton, MA	83	2013	Mixed Income Elderly
Connelly Construction Co.	Hendries Apartments	Milton, MA	72	2013	Mixed Income
Chestnut Hill Realty	The Residences at South Brookline	Brookline, MA	192	2013	Mixed Income

Select Recent Housing Client Project List – Site Specific					
Client Name	Project	Location, State	# Units	Year	Type
Dakota Partners	390 Capital Avenue Apartments	Hartford, CT	115	2013	Affordable Family
Harborlight Community Partners	Turtle Creek	Beverly, MA	110	2013	Affordable Elderly and Disabled
New England Center for Homeless Veterans	17 Court Street	Boston, MA	35	2013	Subsidized SRO
Pine Street Inn	51-57 Beals Street	Brookline, MA	37	2013	Former Homeless SRO
Nuestra Comunidad	Dudley Crossing	Roxbury, MA	42	2012	Affordable Family
Trinity Associates	St. Albans	Queens, NY	92	2012	Affordable Family
Winn Development	North Village	Webster, MA	110	2012	Refi- Affordable Senior/Disables
Bateman Partners	Riverview Apartments	Saco, ME	61	2012	Mixed Income Family
Bateman Partners	Boiler House Lofts	Saco, ME	36	2012	Affordable Family
Allegro Construction Company	64-74 North St., 124-132 North St.	Pittsfield, MA	39	2012	Mixed Income HDIP
Preservation of Affordable Housing Inc.	Central Annex and Union Court	Pittsfield, MA	101	2012	Affordable Elderly/Disabled
Nuestra Comunidad	Bartlett Place	Roxbury, MA	300	2012	Mixed Income Rental/Homeownership Family
Dakota Partners	Peachtree Village	Norwich, CT	120	2012	Affordable Family
Dakota Partners	The Residences at Laurel Hill	Brookfield, CT	72	2012	Affordable Family
Carabetta Corporation	Bella Vista Expansion	New Haven, CT	399	2012	Elderly
Charlton Manor Rest Home	Charlton Manor Rest Home	Charlton, MA	60	2012	Elderly
Chestnut Hill Realty	215 High Street	Westwood, MA	80	2012	Mixed Income Elderly
Housing Assistance Corporation	Route 134 Community Housing	Dennis, MA	27	2012	Affordable Family
Methodist Health & Rehab	Methodist Village	Fort Smith, Arkansas	200	2011	Mixed Income, Seniors Campus
Trinity Associates, Inc.	Cortway Apartments	Mohegan Lake, NY	57	2011	Family, moderate rehab
Hamilton Development	Whittenton Mill	Taunton, MA	80/64	2011	AL/Multi/Office
Combined Jewish Philanthropists	Brookline Condos	Brookline, MA	4	2011	chronic psychiatric conditions
Dakota Partners	Tenney Place	Haverhill, MA	144	2011-2014	Family, mixed income

Select Recent Housing Client Project List – Site Specific					
Client Name	Project	Location, State	# Units	Year	Type
NOAH	Bradford Station	Haverhill, MA	N/A	2011	Affordable Family
CSI Support and Development Services	572 Centre St.	Brockton, MA	40	2011	Elderly 202
Chestnut Hill Realty	Senior Market Rate Rental	Chestnut Hill, MA	461	2011	Mixed income, elderly
NOAH	Benfield Senior Housing	Carlisle, MA	26	2011-2012	Mixed Income, Elderly
Claremont Companies	Lakeshore Center	Bridgewater, MA	300	2011	Mixed Income Family
O'Neill Properties	Acorn Park Drive	Belmont, MA	299	2011	Family, Mixed Income
Bonnet Realty	49 Main St	Ayer, MA	6	2011	Multi Family, Affordable
NOAH	Sitkowski School	Webster, MA	66	2011-2103	Affordable, Senior
Harborlight Community Partners	Gloucester Crossing	Gloucester, MA	60	2011	Mixed Income, Assisted Living and Senior Rental
Housing Assistance Corp.	Breezy Acres	Mashpee, MA	10	2011	Affordable Multi Family
Winn Development	Counting House Lofts	Lowell, MA	42	2011-2013	Family, Mixed Income
Housing Assistance Corp	Community Green	Sandwich, MA	10	2011	Family/Homeless
Sundin and Sons Builders	Winterberry Hollow	Holden, MA	192	2010	Mixed Income, Family
Mission Hill Neighborhood Housing Services, Inc.	Roxbury Crossing	Mission Hill, MA	39	2010	Elderly 202
Common Ground	Stony Brook	Westford, MA	36	2010	Multi Family, Affordable
The Neighborhood Corp.	Shoe Shop Place	Middleborough, MA	25	2010	Multi Family, Affordable
The Neighborhood Corp.	Maple View	Taunton, MA	48	2010	Multi Family, Affordable
Chinese Economic Development Council	Ox Po	Chinatown, MA	38	2010	Multi Family, Affordable
Madison Park Development Corporation	Dudley Greenville	Dudley Square, Boston	43	2010	Multi Family, Affordable
The Neighborhood Corp.	Union Block	Taunton, MA	36	2010	Multi Family, Affordable
Winn Development	Voke Lofts	Worcester, MA	45	2010	Multi-Family Mixed Income
Sudbury Housing Authority	Scattered Site	Sudbury, MA	11	2010	Multi-Family Affordable
Rogerson Communities	Spencer House II	Roxbury, MA	46	2010	Elderly 202
Acton Housing Authority	McCarthy Village II	Acton, MA	12	2010	Multi-Family Affordable



Select Recent Housing Client Project List – Site Specific					
Client Name	Project	Location, State	# Units	Year	Type
NOAH	Former Everett High School	Everett, MA	N/A	2010	Affordable Family
Yarmouth Planning Department	Affrd. Housing Needs Assess.	Yarmouth, MA	Town Wide	2009	All
Caritas Communities	Pleasant Green	Brockton, MA	40	2009	Studios
Caritas Communities	Cambridge YMCA	Cambridge, MA	128	2009	Men - SRO
Women's Institute for Housing and Economic Development	Cambridge YWCA	Cambridge, MA	101	2009	Women SRO
Dakota Partners	Village Green	Hyannis, MA	128	2009	Family
Women's Institute for Housing and Economic Development	Ingraham School	New Bedford, MA	19	2009	Family/Homeless
Common Ground Development Corp.	Old Acton High School Commons	Acton, MA	15	2009	Family
Hess Marketing/LHFA	Madison Pointe	Tallulah, LA	40	2009	Family
Hess Marketing/LHFA	Historic Bastrop High School	Bastrop, LA	76	2009	Elderly
Hess Marketing/LHFA	Byer Estates III	Monroe, LA	37	2009	Family
Hess Marketing/LHFA	Tri City Town Houses	Monroe, LA	27	2009	Family
Hess Marketing/LHFA	Fort Miro	Monroe, LA	38	2009	Family
Hess Marketing/LHFA	Millers Crossing	Monroe, LA	Family	2009	Family
Hess Marketing/LHFA	Pleasant Haven	Monroe, LA	Family	2009	Family
Franchi Equipment Corporation	615 Williams St.	Marlborough, MA	91	2009	Elderly
Massachusetts Housing Partnership	Front Street Study	Ashland, MA	14 and 7 retail units	2008	Family
Massachusetts Housing Partnership	Oak Hill Estates	Ashland, MA	88	2008	Elderly
Lena Park Community Development Corporation	LBB Housing	Dorchester, MA	103	2008	Family
Franchi Equipment Corporation	Cross Street site	Wilmington, MA	75	2008	Elderly
Bank of America Community Development Corporation	Phase 1 of Hamilton Canal Lofts	Lowell, MA	65	2008	Family
Nuestra Comunidad Community Development Corporation	Dudley Square	Roxbury, MA	70	2008	Family Rehab/new Construction
Nuestra Comunidad Community Development Corporation	Quincy Commons	Roxbury, MA	40	2008	Elderly
Stow Community Housing Corporation	Pilot Grove	Stow, MA	50	2008-2010	Family
Stow Community Housing Corporation	Plantation Apartments	Stow, MA	110	2008-2010	Elderly 202
Caritas Communities	Affrd. Housing Needs Assess.	40 Communities		2008	Veterans

Select Recent Housing Client Project List – Site Specific					
Client Name	Project	Location, State	# Units	Year	Type
NOAH	Stevens Corner	North Andover, MA	42	2008	Family
ETC	Sagrado Corazon	Lawrence, MA	44	2007	Elderly
AIMCO	Waterford Village	Bridgewater, MA	500	2007	Mixed Income
Town of Hanson	Plymouth County Hospital	Hanson, MA	64	2007	Assisted Living
Harvard Housing Authority	Affrd. Housing Needs Assess.	Harvard, MA	Town Wide	2007	Elderly
Mount Vernon Home	Mount Vernon Home	Winchester, MA	17/30	2006	Assisted Living
Hamilton Development	Whittenton Mill	Taunton, MA	80/64	2007	AL/Multi
Rogerson Communities	Hong Lok House	Chinatown, MA	75	2006	Elderly
Great Bridge Properties	Bliss School	Attleboro, MA	40	2004	Family
Zoning Board of Appeals	Shilman House	Framingham, MA	150	2004	Mixed Income Elderly
Vermont Housing Finance Agency*	Converse Home		67	2004	Assisted Living
* Reviewed pro-formas, floor plans, appraisal and market study					

## **WILLIAM C. HENCHY**

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Orleans, MA 02653  
(508) 255-1636  
[whenchy@alumni.tufts.edu](mailto:whenchy@alumni.tufts.edu)  
[www.henchylaw.com](http://www.henchylaw.com)

### **EDUCATION**

- **Undergraduate**  
Tufts University, Medford, MA  
B. A. cum laude, May 1981  
Economics and Psychology double major
- **Post-Graduate**  
Boston College Law School  
Juris Doctor, May 1984

United States Coast Guard Merchant Marine Officer  
50 Ton Master--Near Coastal Waters, May 2008

### **HONORS**

- Congressional Certificate of Achievement from Representative William Delahunt for assistance in Creation of Upper Cape Water Supply Cooperative, 2001
- Massachusetts Association of Conservation Commissions Environmental Service Award for Outstanding Contribution to the Environmental Protection of the Commonwealth of Massachusetts, 1991
- Admitted to Dean's List at Tufts University, 1978, 1979, 1980
- Admitted to Omicron Delta Epsilon Honor Society for outstanding scholastic Achievement in the field of Economics, June 1980

### **PROFESSIONAL EXPERIENCE**

- **1986 - Present: Law Offices of William C. Henchy**  
Civil and Criminal Litigation practice with emphasis on Commercial Litigation, Municipal Law, Wetlands Protection, Environmental, Fisheries and Land Use Law. Experience before the United States District Court for the District of Massachusetts and District of Columbia, U.S. Court of Appeals for the First Circuit, Supreme Judicial Court, Massachusetts Appeals Court, the Single Justice Session of the Appeals Court, Massachusetts Superior Courts, Massachusetts District Courts, Massachusetts Probate and Family Courts, and various Administrative Agencies in the State of Massachusetts.



- **1984 - 1985: Law Offices of Gary A. Nickerson**  
Associate Attorney; responsible for legal research, preparation of civil and criminal motions and pleadings, and presentation of motions to the Court; drafting of documents and correspondence; trial of criminal cases in the District Court.

### **SPECIAL AFFILIATIONS**

- **Special Assistant District Attorney, Cape and Islands District, 1987, 1989-1990**  
Responsible for prosecution, disposition, trial, and sentencing of criminal defendants in the Barnstable County District Courts.
- **District Counsel - Mashpee Water District, 1988 to Present**  
Responsible for all legal matters relative to statutory powers and duties of the Water District, including land takings, easement acquisitions, preparation of warrants for district meetings, and rendering of legal opinions regarding actions by the District Commissioners.
- **Consultant to Wellfleet Conservation Commission, 1988**  
Retained by the Wellfleet Conservation Commission as an expert consultant relative to development and implementation of comprehensive municipal wetlands protection regulations under local wetlands by-law.
- **Counsel to Otis Air National Guard Standing Water Supply Policy Group, 2000-2001**  
Retained to mediate interests of municipalities and armed forces of the United States, and draft legislation to permit regional water supplies to four municipalities (Towns of Falmouth, Sandwich, Bourne, and Mashpee) whose groundwater resources were contaminated by hazardous waste plumes emanating from Otis Air Force Base. Drafted Special Legislation adopted by the Massachusetts General Court as Chapter 352 of the Acts and Resolves of 2000.
- **Counsel to Upper Cape Regional Water Supply Cooperative, 2001-present**  
Retained by Board of Managers of Regional Water Supplier, representing the Towns of Falmouth, Bourne, Sandwich, and Mashpee. Responsible for legal advice relative to initial organization of regional entity, as well as transfer of assets between the Massachusetts Military Reservation and the Board of Managers. Responsible for coordination of necessary permitting to bring regional water supply on-line to participating Towns.
- **Special Counsel—Bourne Water District, 2002---2007**  
Retained by Board of Water Commissioners to Bourne Water District to address perchlorate contamination into municipal wells.
- **Special Counsel—Sandwich Water District, 2006--2010**  
Retained by Board of Water Commissioners to Sandwich Water District to address ongoing dispute with the Department of Environmental Protection regarding allowable drinking withdrawals under G.L. c. 21G Water Management Act Permit.
- **Special Counsel—Town of Wellesley, 2007—2010**  
Retained by the Town of Wellesley to litigate Judicial and Administrative appeals from limitations imposed by the Department of Environmental Protection on

Wellesley's Water Management Act registration statements. Lead counsel in Norfolk Superior Court cases consolidated with litigation by 14 other cities and towns.

### **BAR STATUS**

- Admitted to practice before the Supreme Judicial Court, 1985.
- Admitted to practice before the United States District Court for the District of Massachusetts, 1985.
- Admitted to practice before the United States Court of Appeals for the first Circuit, 1985.

### **CIVIC AND COMMUNITY**

- Member, Brewster Board of Selectmen, 1989-1991
- Chairman, Massachusetts Audubon Society's Capital Campaign for the Sanctuary at Wellfleet Bay
- Co-chairman, Massachusetts Department of Public works, Route 6A Corridor Management Group, 1990-1991
- Co-chairman, Brewster Conservation Commission, 1985-1993
- Member, Brewster Land Acquisition Committee, 1988-1989
- Member, Brewster Hazardous Waste Committee, 1985-1991
- Member, Cape Cod Planning and Economic Development Commission, (Brewster Representative), 1989-1990
- Panelist, 1986 Coastal Zone Management Annual Meeting Seminar on Municipal Wetlands Protection Regulation Development and Implementation
- Panelist, 1987 Massachusetts Association of Conservation Commissions Program on Local Wetlands Protection Regulation Development and Implementation
- Legal Counsel to Massachusetts Institution of Technology Symposium on Growth Control and Management, 1986
- Author, Town of Brewster Wetlands Protection By-law
- Author, Brewster Wetlands Protection Regulations
- Author, Town of Brewster Environmental Impact Review By-law
- Author, Massachusetts Municipal Association Advocate article regarding impact of moratoria on land development (published in Winter, 1988)
- Author, Editorial in Cape Cod Business Journal regarding Municipal Land Acquisition, May 1988
- Moderator, Association for the Preservation of Cape Cod, Cape Cod Planning and Economic Development commission and Homebuilders Association Conference on Constitutional Limitations to land use regulation, 1989
- Member, Cape Cod Commission Blue Ribbon Panel, 1992
- Member, Massachusetts Coastal Zone Management Barrier Beach Task Force, 1993-1994
- Panelist, Boston Bar Association Environmental Law Section Meeting, 1994

- Technical Advisor to the United States Advisory Committee, International Commission for the Conservation of Atlantic Tunas, Bluefin Tuna Species Working Group, 1996 – 2001
- Panelist, Woods Hole Oceanographic Institute Symposium on Protection of Coastal landforms, 2001
- Panelist, Coastal Zone Management / Department of Environmental Protection seminar on enforcement of Wetlands Protection laws, 2001
- Coach, Brewster Little League
- Mock Trial Tournament Attorney-Advisor, Cape Cod Academy, 2001—present (Division Champions 2005, 2007, 2008, 2010, 2011, 2012, 2013)

### **DIRECTORSHIPS**

- Director, Association for the Preservation of Cape Cod, 1986-1989
- Associate Director, Massachusetts Audubon Society, 1993 – 1998
- Director, Massachusetts Audubon Society, 1998 – 2001
- Director, Massachusetts Association of Conservation Commissions 2012-2013





## QUALIFICATIONS FOR CONSULTING SERVICES

### **Transportation Planning and Engineering**

**MDM** TRANSPORTATION CONSULTANTS, INC.  
Planners & Engineers

28 Lord Rd., Suite 280 | Marlborough, MA 01752 | 508-303-0370 | Fax: 508-303-0371 | [www.mdmtrans.com](http://www.mdmtrans.com)

## ABOUT OUR FIRM

**MDM** Transportation Consultants, Inc. (MDM) is a full-service transportation engineering and planning firm led by Managing Principals Robert J. Michaud, P.E and Ronald D. Desrosiers, P.E., PTOE. Through their diverse and complementary experience, MDM is prepared to guide any project, from small to large, through the state and local permitting process, into design and ultimately construction. We offer responsive, comprehensive and cost effective solutions to our public and private sector Clients. We recognize that every Client has unique needs, schedules and budget constraints. As such, we pride ourselves on meeting these objectives to develop strategic “real world” solutions to today’s challenging transportation infrastructure needs.

Since our founding in June of 2003, MDM has provided transportation services on over 600 individual projects ranging from peer reviews for Cities and Towns to major infrastructure improvements for public and private sector Clients. MDM provides a complete range of planning and engineering services required for successful transportation projects, from start to finish. We offer reliable, expert services from the initial project feasibility to concept design, local and state permitting, as well as engineering design and construction services. Our expertise spans both the public sector and private land development markets, with an emphasis on facilitating, permitting and implementing complex transportation projects. Our solid approach results in viable, cost-effective transportation solutions for every type and size project.

### REPRESENTATIVE PLANNING & ENGINEERING SERVICES

- Traffic Impact & Access Studies
- Environmental Impact Assessments
- Parking Studies & Layout Design
- Transportation Master Planning
- Transportation Demand Management
- Independent Traffic Assessments & Design Reviews
- Public Presentations & Consensus Building
- Transportation Air Quality Modeling



- Highway Engineering & Intersection Design
- Advanced Traffic Signal System Design
- Traffic Signal Equipment Evaluations
- Traffic Calming Studies & Design
- Traffic Management Planning & Design
- Construction Management & Monitoring
- Federal and State Construction Funding Assistance
- Expert Witness Testimony

# PROJECT PORTFOLIO

**MDM** has worked on numerous transportation projects for Cities and Towns as well as private developers throughout New England. Our vast experience in a wide array of transportation projects, from peer review and corridor studies for communities to the permitting and design of roadway improvements attest to the depth of our qualifications.

## PROJECT PORTFOLIO

### TRANSPORTATION PLANNING STUDIES

- UMass Campus Shuttle Study - Lowell, MA
- Route 110 Corridor Study - Westford, MA
- Regional Traffic Evaluation - Weston/Waltham, MA
- LNG Facility Traffic Assessment - Fall River, MA
- Greenwich Rd. Truck Route Evaluation - Hardwick, MA
- Cubist Commuter Survey - Lexington, MA



### TRAFFIC IMPACT & ACCESS STUDIES

- Target Retail Center - Hanover, MA
- Brooke Charter School - Boston, MA
- Archstone Residential Community - Reading, MA
- Cabot Campus Expansion - Billerica, MA
- Price Chopper Supermarket - Shrewsbury, MA
- McDonalds Renovation - Worcester, MA
- Bresnahan Elementary School - Newburyport, MA

### ROADWAY IMPROVEMENT PROJECTS

- Arlington Street - Dracut, MA
- Pond Street (Rt. 126) - Ashland, MA
- Adams Street - Westborough, MA
- North Street - Bellingham, MA
- Concord Road - Billerica, MA
- Washington Street (Rt. 53) - Hanover, MA



### INTERSECTION IMPROVEMENT PROJECTS

- Brewer's Corner - Quincy, MA
- Boston Tpke. (Rt. 9) at South Street - Shrewsbury, MA
- Central St. (Rt. 12) at Lancaster St. - Leominster, MA
- E. Main St. (Rt. 30) at Flanders Rd. - Westborough, MA
- Cambridge St. (Rt. 3) at Bedford Rd. - Woburn, MA
- Mechanic St. (Rt. 140) at Maple St. - Bellingham, MA



# COMMERCIAL PORTFOLIO

MDM has prepared traffic due diligence memorandums, Traffic Impact and Access Studies and traffic mitigation plans for numerous land development projects. The following list provides a representative sample of commercial development projects for which we have provided professional traffic planning and/or engineering services.

NAME	PROJECT TYPE	SIZE	LOCATION
Northern Bank & Trust	Bank	2,500 sf	Sudbury, MA
Needham Bank	Bank	1,440 sf	Ashland, MA
Needham Bank	Bank	3,500 sf	Natick, MA
Webster Five Cents Savings	Bank	3,000 sf	Worcester, MA
UniBank Savings	Bank	7,300 sf	Worcester, MA
South Adams Savings Bank	Bank	2,750 sf	Lee, MA
Medway Cooperative Bank	Bank	7,350 sf	Mendon, MA
Target	Shopping Center	230,000 sf	Hanover, MA
Fore Kicks II	Indoor Sports Complex	130,000 sf	Marlborough, MA
Shaw's	Supermarket	68,400 sf	Carver, MA
South Adams Savings Bank	Bank	2,750 sf	Lee, MA
Price Chopper	Supermarket	64,500 sf	Shrewsbury, MA
Price Rite	Supermarket	58,000 sf	Worcester, MA
Dartmouth Mall Expansion	Department Store	54,000 sf	Dartmouth, MA
Via Italian Table	Restaurant/Office	200 seats / 56 ksf	Worcester, MA
Merrimack Street Plaza	Mixed Use	48,000 sf	Methuen, MA
Mansfield Crossing	Mixed Use	29,000 sf	Mansfield, MA
Walgreen's	Pharmacy	14,500 sf	North Reading, MA
Holiday Inn Express	Hotel	83 rooms	Middleborough, MA
McDonald's	Restaurant	4,075 sf	Milford, MA
Starbucks	Coffee Shop	1,750 sf	Hudson, MA
Stop & Shop Fueling Facility	Gas Station	12 fuel positions	Hudson, MA
National Amusements	Movie Theater	12 screens	Brockton, MA



## FINANCIAL DEVELOPMENTS

MDM provides financial institutions with initial due diligence to assist in determining appropriate locations for site access and drive-through facility design. We prepare formal traffic studies for submission to state and local review agencies to address traffic issues related to roadway/intersection capacity, vehicle queuing, site circulation and parking. MDM's recent financial development projects include the following:

### **Webster Five Cents Savings Bank – Worcester, MA**

MDM prepared a traffic assessment for the proposed 3,000 square-foot bank on Chandler Street. As part of the assessment, MDM conducted a queuing analysis for the design of the 3-lane drive-up facility and addressed the City's concerns relative to operations at the nearby traffic signal. The assessment also included an evaluation of impacts from the adjacent site lot for planning purposes.



### **UniBank Savings – Worcester, MA**

MDM prepared a traffic impact assessment for the bank development project in accordance with the City of Worcester traffic study guidelines. The assessment provided vehicle queue estimates for the drive-thru facility based on transaction times collected at other UniBank branches. An alternative trip generation analysis was also provided to account for the office used planned for the second floor of the proposed building.



### **South Adams Savings Bank – Lee, MA**

MDM prepared a traffic assessment for the conversion of a former restaurant into a bank use with a drive-up window and ATM. The assessment included an evaluation of two site driveways located on Park Street (Route 20) relative to their ability to support drive-through operations without impacting existing circulation and parking fields to adjacent retail uses.



### **Medway Cooperative Bank - Mendon, MA**

MDM prepared a traffic assessment for the conversion of a former office building to a 7,400 square-foot bank use. MDM evaluated the configuration of the site driveways relative to the operation of the adjacent traffic signal. A detailed evaluation of the drive-up window facility was also included in the traffic assessment.



# COMMERCIAL/INSTITUTIONAL DEVELOPMENTS

## Target Shopping Center - Hanover, MA

MDM provided transportation planning, design and construction services for development of a 230,000 sf mixed use retail site on Route 53 in Hanover, Massachusetts. MDM provided extensive coordination with local abutters, the Town and MassDOT to properly integrate offsite improvements and traffic signal installation with an ongoing corridor improvement project by MassDOT. Integration of a closed loop communication system for coordination of four traffic signals was included as part of the project offsite improvements.



## Staples Corporate Headquarters Parking Expansion - Framingham, MA

MDM documented existing parking characteristics of the Staples Headquarters' campus, estimated proposed parking needs associated with proposed reprogramming and employment increases and evaluated available intersection capacity to accommodate projected traffic increases. MDM determined that construction of a new parking garage and the net increase of 500 on-site parking spaces was necessary to support existing and projected parking deficits and normal fluctuations in campus parking activity.



## Price Chopper Supermarket Access Improvements - Shrewsbury, MA

MDM provided transportation planning, design and contractor bidding coordination services for development of a 113,000 sf Price-Chopper anchored retail site on Route 9 in Shrewsbury, Massachusetts. Transportation planning and design required extensive coordination with local abutters, the Town and MassDOT to develop access improvements that were consistent with long-range roadway improvements along Route 9 as documented in the Route 9 Corridor Profile study.



## Cubist Pharmaceuticals Laboratory Expansion - Lexington, MA

MDM prepared a traffic impact assessment for the 104,000 sf expansion of Cubist Pharmaceuticals' research and development facilities at 45 Hayden Avenue. Through an comprehensive employee survey, MDM proposed expansion of Cubist's Travel Demand Management (TDM) Policies to further reduce single occupant vehicle trips to/from the Site.





# COMMERCIAL/INSTITUTIONAL DEVELOPMENTS

## MGE Casino - Millbury, MA

MDM provided transportation planning and engineering services to support a proposed gaming facility involving 1,250 slot machines and 1,400 parking spaces with valet service. Access for the Site was designed along McCracken Road to include roadway widening and intersection and traffic signal modifications to enhance vehicular and pedestrian mobility in and around the site. These roadway improvements followed “Complete Streets” design standards that complemented the ongoing McCracken Road corridor improvement project undertaken by the Town of Millbury and MassDOT.



## Excel Academy Public Charter School - East Boston, MA

As part of the City of Boston’s Large Project Review (Article 80B) process, MDM identified transportation impacts and developed an access plan for Excel Academy’s proposed 900-student Middle-High School campus on Bremen Street in East Boston. The access plan involved careful consideration of school bus and parent drop-off/pick-up operations as well as safe and convenient access to nearby MBTA subway stations and bus lines.



## Lakeway Commons - Shrewsbury, MA

MDM prepared a detailed Transportation assessment and access improvement plans supporting the re-development of the former Spag’s discount retail properties on Route 9 into a vibrant commercial and residential complex that includes a Whole Foods supermarket, 250 apartment units and more than 50,000 sf of retail uses. The project is subject to MEPA review, local permitting and MassDOT permitting for planned access improvements along Route 9.



## Brooke Charter School - Boston, MA

MDM prepared a traffic and circulation assessment for the proposed Brooke Charter School to be located at 150-160 American Legion Highway in Mattapan neighborhood of Boston. The evaluation documented the anticipated traffic generation characteristics and pick-up/drop-off operations for the proposed school and identified recommended site access and circulation features to accommodate school traffic operations. The project received City approval through the BRA Article 80 review process.



# ROADWAY IMPROVEMENT PROJECTS

## Reconstruction of Arlington Street - Dracut, MA

MDM prepared preliminary and final design plans, specifications and construction cost estimate for traffic safety improvements along 1.6 miles of Town owned and maintained roadway. Improvements include geometric modifications, horizontal and vertical realignment of the roadway, full depth construction, milling, leveling and resurfacing, installation of curbing, sidewalk, retaining walls, culverts, a closed drainage system, BMP's for stormwater management, driveway reorganization, water main improvements, overhead utility relocation and acquisition of 60 +/- land takings in fee or as permanent easements for right-of-way purposes.



## Brewer's Corner Traffic Improvements - Quincy, MA

MDM prepared preliminary and final design plans, specifications and cost estimate for traffic operation and safety improvements. The design involved traffic signal reconstruction, removal of an obsolete flashing warning beacon, closed loop communications, countdown pedestrian indications, vehicle loop detectors, Opticom emergency preemption, mast arms, signs, pavement markings and traffic management during construction. Existing and future capacity analysis, crash data analysis and parking evaluation were reviewed to support the proposed improvements.



## Reconstruction of Adams Street - Westborough, MA

MDM prepared concept level design plans and construction cost estimates for reconstruction of 2.0 miles of Adams Street, a Town-owned and maintained roadway. MDM worked with Town officials to develop a context sensitive design that addresses vehicular and pedestrian safety, traffic operations, roadway widening, roadway drainage and flooding, sewer and water system deficiencies, right-of-way constraints and abutter impacts.



## Concord Avenue Improvements - Lexington, MA

MDM, on behalf of the Town of Lexington, prepared preliminary design plans for modifications to Concord Avenue to accommodate pedestrian, bicycle and motor vehicle traffic along the 1.1 mile roadway. MDM evaluated several cross-section scenarios in order to balance the needs of all road users and limit the impact of the project on abutting properties. The design involves installation of hot mix asphalt berm, guard rail, ADA compliant wheelchair ramps, drainage system modifications, retaining walls, landscaping, signs and pavement markings.



## KEY PERSONNEL

MDM Transportation Consultants, Inc. has a full complement of professional staff in all disciplines appropriate to transportation projects, such as traffic engineers, civil engineers and transportation planners. The following provides an overview of the firm's Principals (detailed resumes available upon request).

Robert J. Michaud, P.E. (MA #38101, RI #9038, NH #12925, CT #29401)

Mr. Michaud is a managing principal in charge of MDM's Transportation Planning and Permitting practice. He has 26 years experience directing and participating in numerous transportation planning and engineering projects in the New England States. He has proven this talent through the successful transportation permitting for New England's most prominent urban projects including several South Boston waterfront developments, large-scale office and retail developments in Boston's financial and Back-Bay neighborhoods, and the world class medical and research institutions in Boston's renowned Longwood Medical area. He also enjoys a long and successful track record in permitting of suburban-based projects in a host of New England communities in a range of market areas including residential, commercial, retail, and institutional. He is well versed and experienced in permitting under the Massachusetts Environmental Policy Act (MEPA), the Boston Redevelopment Authority's Article 80 environmental review, and the requirements of various state and local agencies.

Ronald D. Desrosiers, P.E., PTOE (MA #39712, NH #10700, ME #7974)

Mr. Desrosiers is a managing principal in charge of MDM's Traffic Engineering Division and has 27 years of experience in roadway design, specializing in unsignalized and signalized intersections operations as well as roadway reconstruction. He is responsible for supervision and administration of all traffic engineering projects. Mr. Desrosiers has previously managed over 100 transportation projects in communities including Billerica, Bellingham, Carver, Dartmouth, Dracut, Wareham, Everett, Worcester, Waltham, Wrentham, Westford, Lowell, Ipswich, Reading, Randolph, Methuen, and Saugus. He has also assisted many Towns in applying to MassDOT and regional planning agencies for construction funding under MassDOT's Transportation Improvement Program. These Towns include Dracut, Billerica, Rockland, Marblehead, Bellingham, Groton and Westford.

Daniel J. Mills, P.E., PTOE (MA #41753)

Mr. Mills is a principal of the firm with 20 years of traffic engineering experience. He has completed conceptual and final design plans and related documents for numerous intersection and roadway improvement projects throughout Massachusetts. Mr. Mills has conducted intersection operation and crash analyses, speed studies, truck route assessments, traffic impact assessments, corridor studies and independent peer reviews. He has also prepared traffic impact studies, planning studies and design reports for various public and private development projects. Mr. Mills' most recent experience includes the preparation of a Corridor Master Plan for Route 126 in Ashland, MA, traffic impact studies for a the Boston Preparatory Charter School in Mattapan, MA and a residential development in Medford, MA, and ongoing independent traffic peer review services for the Towns of Bellingham and Burlington and City of Beverly, MA.



# Robert J. Michaud, P.E. - Managing Principal

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<b>Education</b>	Northeastern University, M.S.C.E., 1999; Worcester Polytechnic Institute, B.S.C.E., 1988
<b>Affiliations</b>	American Society of Civil Engineers; Institute of Transportation Engineers; Boston Society of Civil Engineers - Transportation Committee, Chair 1999-2000 - Nominating Committee 2000-2002
<b>Registration</b>	Registered Professional Engineer: Massachusetts #38101; Rhode Island # 9038; New Hampshire # 12925; Connecticut #29401

## **SUMMARY OF EXPERIENCE**

Mr. Michaud has 26 years experience directing and participating in numerous transportation planning and engineering projects in the New England States. Included in his experience are studies and design efforts encompassing traffic operations and analysis, highway engineering and design, signal system planning and design, parking studies, traffic impact studies, transportation planning, transportation air quality analysis, and transportation peer review for various municipalities. He has conducted these efforts for state governments, cities and towns, and private sector clients.

## **Transportation Studies**

Mr. Michaud has directed and participated in more than 600 transportation impact studies identifying impacts and designing mitigation measures for residential, retail, commercial, office, industrial, institutional, recreational, medical, and hotel facilities throughout New England. He has presented testimony to over 200 Boards of Selectmen, City Councils, Planning Boards and Zoning Boards of Appeal.

*Industrial Projects* include: Palmer Renewable Energy & Batch Asphalt Plant facility (38mw), Springfield MA; Weavers Cove LNG facility (200,000 m<sup>3</sup> Tank), Fall River MA; Pioneer Renewable Energy biomass facility (50 mw), Greenfield MA; Hardwick Landfill Evaluation, Hardwick MA; Boston Beer Works manufacturing/distribution facility (315,000 sf), Freetown MA; National Grid Warehouse/Distribution facility (87,500 SF), Northbridge MA; Central Steel Warehouse/Distribution facility (58,000 sf), Marlborough, MA; American Ice Co Manufacturing facility (27,000 sf), Boston MA; Tresca Brothers Batch Concrete Facility (4 acres), Wilmington, MA.

*Residential Projects* include: Meadow Creek 200 unit Golf Course Subdivision, Dracut, MA; 50-unit residential subdivision, Stratham, NH; 54-unit condominium development; S. Boston, MA; 640 unit (40B) residential development - Archstone Communities, Woburn, MA; 436 unit (40B) residential development - Archstone Communities, Methuen, MA; 232 unit (40B) residential development - Archstone Communities, Reading, MA; 300-unit residential condominium development, S. Boston, MA; 404-unit (40B) residential development - Chrysler Apartments LLC, Natick, MA; 200 unit (40B) residential development, JPI Inc., Westford, MA; 196 Unit (40B) residential development - North Andover Holdings, North Andover, MA.

*Mixed-Use* projects include: Fan Pier development, S. Boston, MA (3 Million Square feet); Millennium Place Development, Boston, MA (1.4 million square feet); Mashpee Commons Neighborhood Development, Mashpee, MA; Boston Waterfront Hotel and Residences at Parcels F2, G and J, South Boston, MA.

*Institutional & School Projects* include: Children's Hospital Clinical and Research Buildings, Boston; Harvard Institute of Medicine Research Tower, Boston, MA; Boston College Middle Campus Dormitory Expansion, Chestnut Hill, MA; Medi-Plex Nursing Home/Medical Building, Concord, MA; Massachusetts General Hospital Campus Expansion Program, Boston, MA; Northampton State Hospital Redevelopment, Northampton, MA; Biotechnology Park, Worcester Foundation, Shrewsbury, MA; UMass Lowell Campus Transit Master Plan; Next Generation Child Care Centers (NGCC), Hopkinton MA, Walpole MA and Acton, MA; LEAP Schools Concord MA and Lexington MA; Brooke Charter School Mattapan, MA; MATCH Public Charter Schools, Jamaica Plain and Roxbury, MA; Bresnahan Model School Newburyport MA; KIPP Academy Charter School, Lynn MA; Neighborhood House Charter School, Dorchester MA; Excel Academy Charter School, E. Boston, MA; Algonquin Regional High School, Northborough, MA.

## Robert J. Michaud, P.E. - Managing Principal

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(Continued)

*Retail Projects* include Wonderland Marketplace Shopping Center, Revere, MA; Costco Wholesale Warehouse, Dedham and Waltham, MA; The Home Depot, Shrewsbury and W. Roxbury, MA; Westpark Retail development, Framingham/ Natick, MA; Shaw's Supermarkets, Concord NH, Worcester, Wareham, Carver, and West Bridgewater; Stop & Shop Store fuel facility program - New England (various locations); Target Retail Center (200,000 sf retail), Hanover MA; Harrington Farms Shopping Center (113,000 sf retail), Shrewsbury MA; Walgreens Pharmacy locations in Holden, N. Reading, Worcester, Leominster and Lakeville MA.

*Recreational Projects* include: Hartford NFL Stadium Transportation Study, Hartford, CT; Nashawtuc Senior PGA Classic Traffic Management Plan, Concord, MA; Fore Kicks II Recreation Center, Marlborough MA; Recreational Field Complex, Town of Dedham, MA; Community Park Complex, Winchester Soccer Club, Winchester MA.

### **Highway Planning and Engineering**

Mr. Michaud's highway planning and engineering expertise include numerous highway/ traffic operation and design studies including all phases of analysis and design from initial concept development stage to construction inspection. Project examples include:

Biddeford - Saco Short-term Corridor Planning Study, Biddeford and Saco, ME; Tewksbury Commons Transportation Improvement Project, Tewksbury, MA; Winchester Square Transportation Improvement Project, Springfield, MA; Route 140 Relocation Project, Franklin, MA; Rutland Bypass Corridor Design Project, Rutland, VT; US Route 1 Long-Range Safety Improvement Environmental Assessment, Walpole-Wrentham, MA; Metropolitan Springfield Integral Transportation Systems Strategic Deployment Plan, MA; MassPike Boston Extension Ramps Feasibility Study.

### **Transportation and Air Quality Modeling**

Mr. Michaud has expertise in conducting mobile source air quality evaluations and transportation systems modeling for numerous private land development projects, and state departments of transportation. Representative projects include:

Great Hartford Carbon Monoxide Re-designation Request Transportation and Air Quality Modeling (Connecticut Department of Transportation); Rhode Island Congestion Management and Air Quality Analysis (Rhode Island Department of Transportation); Connecticut Department of Transportation Incident Management Program Transportation and Air Quality Evaluation (ConnDOT); Metro Boston Intelligent Vehicle Highway Systems Strategic Deployment Plan Transportation and Air Quality Coalition (MassHighway Department); Florida Department of Transportation 1-595 Advanced Traffic Management System Transportation and Air Quality Evaluation (FDOT); New Bedford/Fall River Commuter Rail Project Traffic and Air Quality Evaluation (Massachusetts Bay Transit Authority); Mesoscale and micro-scale transportation and air quality studies to support various mixed-use retail, commercial and office developments in Massachusetts, and Maine.

### **Expert Peer Review and Testimony**

Mr. Michaud has conducted numerous peer-review studies on behalf of municipal governments in Massachusetts and Rhode Island, and has been recognized as a qualified expert in the area of transportation planning and engineering in the Commonwealth of Massachusetts, Connecticut, New Hampshire, and Rhode Island. Representative municipal governments include:

- ☐ Town of Burlington, Massachusetts
- ☐ Town of Westford, Massachusetts
- ☐ Town of Westborough, Massachusetts
- ☐ Town of Weston, Massachusetts

Mr. Michaud has also served as expert witness in the area of traffic engineering to law firms on various matters including motor vehicle incidents, land development projects before the Massachusetts Land Court, and matters before the Massachusetts Housing Appeal Commission (HAC).

## NARRATIVE ABOUT TOWN CONTACTS

On August 24<sup>th</sup>, team members of Sudbury Station, LLC met with Debbie Dineen, the Sudbury conservation coordinator, on site with one of the conservation commissioners to review the wetland lines we staked prior to the conservation commission hearing on our ANRAD/RDA. The walk was for the benefit of commissioners. At 7:00 pm the Conservation Commission heard our ANRAD and RDA requests. The RDA passed 4-2 with one commissioner abstaining. The ANRAD passed 4-1 with two commissioner's abstaining.

On August 25, we met with Jody Kablack, the Town Planner, James Kupfer, the Assistant Planner and Bill Place, the Town Engineer to review our plan.

We talked about the blue spotted salamander and that Natural Heritage has identified 1/2 of our non-APR property as possible habitat for the salamander. We explained that we have retained Call of the Wild Environmental Consulting who is intimately familiar with our property, the neighboring rail road track and Town property to the west. Call of the Wild has conducted a multi-year biological assessment of the site and has initiated consultation with Natural Heritage.

We talked about the historic district and that we have provided our architect with photos and books relating to the history of Sudbury and directed him to design buildings to fit with the existing architecture.

We met with William Miles the Town Fire Chief, and John Whalen the Town Assistant Fire Chief, and reviewed our plan.





September 18, 2015

Patricia Brown, Chair  
Board of Selectmen  
Flynn Building  
278 Old Sudbury Road  
Sudbury, MA 01776

*Re: Notice of Application for Chapter 40B Site Eligibility Letter – MassHousing NEF Program*  
*Applicant: Sudbury Station, LLC*

Dear Chairman Brown & members of the Board of Selectmen:

SEB, LLC is representing Sudbury Station, LLC. for the purpose of developing a mixed income 250 unit rental development off Concord Road adjacent to the Town of Sudbury Cemetery land. In accordance with Section 31.01(2)(c) of the Rules of the Housing Appeals Committee (760 CMR 31.01), this letter serves to provide notification to the Town of Sudbury that a request for site approval letter has been made by the applicant to MassHousing as the administrator/subsidizing agency for the New England Fund Program.. I have enclosed for your review a copy of the Site Eligibility Application that is being submitted to MassHousing at the same time you are receiving your copy. MassHousing will contact you in short order and provide you with a time frame within which to offer comments on this proposal.

We look forward to discussing this project again, as we have already begun that process with the Town Planner and will continue following receipt of a Site Eligibility letter from MassHousing, should one be forthcoming.

Sincerely,

Robert Engler  
Consultant to Sudbury Station, LLC



September 18, 2015

Ms. Catherine Racer, Associate Director  
Department of Housing and Community Development  
100 Cambridge Street, Suite 300  
Boston, MA. 02114

*Re: Notice of Application for Chapter 40B Site Eligibility Letter – MassHousing NEF  
Program: The Village at Sudbury Station, Sudbury, MA*

*Dear Kate:*

SEB is representing the applicant, Sudbury Station, LLC., for the purpose of developing a 250 unit rental development off Concord Road in Sudbury. In accordance with Section 31.01(2)(c) of the Rules of the Housing Appeals Committee (760 CMR 31.01), this letter serves to notify the Department that a request for site approval letter has been made by the applicant to MassHousing under the New England Fund Program.

According to the Rules of the Housing Appeals Committee, MassHousing cannot issue a site approval letter until at least 30 days has elapsed from the time of notification to the Sudbury Board of Selectmen. Shortly after that time period, we are hopeful that MassHousing will issue a site approval letter so that the applicant can file a comprehensive permit application with the Sudbury Zoning Board of Appeals. Any comments received from the Town will be considered by MassHousing during this 30-day comment period as well as comments from the neighborhood.

We will notify you when the site approval letter is issued. In the interim, please contact me directly should you have any questions.

Sincerely,

Robert Engler

cc: Town of Sudbury

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Sudbury Station LLC**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
☐ Individual/sole proprietor or single-member LLC  
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
☐ Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.)  
**c/o Verdolino & Lowey, 124 Washington Street, Suite 101**

**6** City, state, and ZIP code  
**Foxborough, MA 02035**

**7** List account number(s) here (optional)

**8** Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**

			-			-			
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**or**

**Employer identification number**

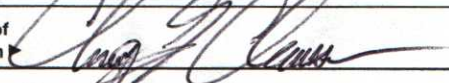
4	7	-	4	3	0	8	3	5	0
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**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person 

**Date** ▶ 8/8/15

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**EIN Assistant****Your Progress:****1. Identity****2. Authenticate****3. Addresses****4. Details****5. EIN Confir****Congratulations! Your EIN has been successfully assigned.**EIN Assigned: **47-4308350**Legal Name: **SUDBURY STATION LLC****IMPORTANT:****Save and/or print this page and the confirmation letter below for your permanent records.**

The confirmation letter below is your official IRS notice and contains important information regarding your EIN.

**[CLICK HERE for Your EIN Confirmation Letter](#)**[Help with saving and printing your letter](#)**Once you have saved or printed your letter, click "Continue" to get additional information about using your new EIN.****Continue >>****Help Topics** [What if I do not h  
to a printer at this](#) [Can I access this  
later date?](#)

Date of this notice: 06-18-2015

Employer Identification Number:  
47-4308350

Form: SS-4

Number of this notice: CP 575 B

SUDBURY STATION LLC  
JOSEPH E HAKIM MBR  
124 WASHINGTON ST STE 101  
FOXBOROUGH, MA 02035

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-4308350. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

04/15/2016

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

